AGENDA
TUESDAY, NOVEMBER 24, 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 Roger Uminski, Administrative Director, Community Health Agency

Pledge of Allegiance to the Flag

Presentation of California State Association of Counties (CSAC) Challenge Award

Presentation of Proclamation to Frank Hall

Presentation of Proclamation Declaring November 2009 as National Adoption Recognition Month – See item 2.28

OPENING COMMENTS:

BOARD MEMBERS

EXECUTIVE OFFICER

STATE BUDGET UPDATE

ADMINISTRATIVE ACTION:

1.1 CLERK OF THE BOARD: Proof of Publications.

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

2.1 SUPERVISOR BUSTER: Reappointment to the Fair Board.

2.2 SUPERVISOR STONE: Reappointment to the San Jacinto Valley Cemetery District.

2.3 SUPERVISOR STONE: Reappointment to Anza Municipal Advisory Council.

2.4 SUPERVISOR STONE: Appointment to CSA 143 Advisory Council.

2.5 SUPERVISOR STONE: Appointment to CSA 143 Advisory Council.

2.6 SUPERVISOR STONE: Appointment to CSA 143 Advisory Council.

2.7 SUPERVISOR STONE: Appointment to CSA 143 Advisory Council.

2.8 SUPERVISOR STONE: Appointment to CSA 143 Advisory Council.

2.9 SUPERVISOR STONE: Renewal of the Revised Local Emergency Declaration for Riverside County due to the epidemic infestation of bark beetles in the Mountain Communities of Idyllwild and Pine Cove.

2.10 AGRICULTURAL COMMISSIONER: Renewal of the Local Emergency Declaration for Riverside County due to the spread of Pierce's Disease in the Local Vineyards.

2.11 ASSESSOR-COUNTY CLERK-RECORDER: Receive and File the Statutory Fee Increase to the Base Recording of the First Page of a document with the Recorder's Office.

2.12 COMMUNITY HEALTH AGENCY/PUBLIC HEALTH: Appointment to the Emergency Medical Care Committee.

2.13 COUNTY COUNSEL/CODE ENFORCEMENT: Approval of Findings of Fact, Conclusions and Order to Abate on Public Nuisance Case No. CV 08-10085, located 1 parcel East of 33589 Skylark Drive, Lake Elsinore, APN 382-110-010, 1st District.

2.14 COUNTY COUNSEL/CODE ENFORCEMENT: Approval of Findings of Fact, Conclusions and Order to Abate on Public Nuisance Case No. CV 08-06088, located on 1 parcel on the Northwest Corner of Simpson Road and Beele Road, Winchester, APN 462-020-010, 3rd District.

2.15 COUNTY COUNSEL/CODE ENFORCEMENT: Approval of Findings of Fact, Conclusions and Order to Abate on Public Nuisance Case No. CV 08-07672, located at 69025 Buck Drive, Mountain Center, APN 636-154-003, 3rd District.

2.16 COUNTY COUNSEL/CODE ENFORCEMENT: Approval of Findings of Fact, Conclusions and Order to Abate on Public Nuisance Case No. CV 08-02186, located North of 88350 Airport Boulevard, Thermal, APN 763-370-027, 4th District.

2.17 COUNTY COUNSEL/CODE ENFORCEMENT: Approval of Findings of Fact, Conclusions and Order to Abate on Public Nuisance Case Nos. CV 07-8215 and CV 07-9476, located at 28751 10th Street, Lake Elsinore, APN 347-202-002, 5th District.

2.18 COUNTY COUNSEL/CODE ENFORCEMENT: Approval of Findings of Fact, Conclusions and Order to Abate on Public Nuisance Case No. CV 07-4081, located at 25527 Highway 74, Perris, APN 345-060-064, 5th District.

2.19 COUNTY COUNSEL/CODE ENFORCEMENT: Approval of Findings of Fact, Conclusions and Order to Abate on Public Nuisance Case Nos. CV 08-05105 and CV 08-06341, located at 16723 Palm Drive, Desert Hot Springs, APN 657-060-005, 5th District.

2.20 COUNTY COUNSEL/CODE ENFORCEMENT: Approval of Findings of Fact, Conclusions and Order to Abate on Public Nuisance Case No. CV 08-10174, located 1 Parcel North of 19855 King Road, Whitewater, APN 668-380-015, 5th District.

2.21 COUNTY COUNSEL/CODE ENFORCEMENT: Approval of Findings of Fact, Conclusions and Order to Abate on Public Nuisance Case No. CV 09-00841, located 1 parcel North of 15610 Avenida Rambla, Desert Hot Springs, APN 656-242-020, 5th District.

2.22 COUNTY COUNSEL: (R) ADOPTION OF ORDINANCE No. 348.4668, an Ordinance of the County of Riverside Amending Ordinance No. 348 relating to Zoning (amending the zoning in the Little Lake Area), 3rd District, ZC 7522.

2.23 COUNTY COUNSEL: (R) ADOPTION OF ORDINANCE No. 348.4669, an Ordinance of the County of Riverside Amending Ordinance No. 348 relating to Zoning (amending the zoning in the Rancho California Area), 3rd District, ZC 6986.

2.24 COUNTY COUNSEL: (R) ADOPTION OF ORDINANCE No. 348.4670, an Ordinance of the County of Riverside Amending Ordinance No. 348 relating to Zoning (amending the zoning in the Prado-Mira Loma Area), 2nd District, ZC 7073.

2.25 COUNTY COUNSEL: (R) ADOPTION OF ORDINANCE No. 348.4671, an Ordinance of the County of Riverside Amending Ordinance No. 348 relating to Zoning (amending the zoning in the Lower Coachella Valley Area), 4th District, ZC 7304.

2.26 OFFICE ON AGING: Approval of the 2008-2009 Year End Report to Strategic Plan "Strength in Aging".

2.27 OFFICE ON AGING: Approval of the Consensus to Improve Access to Long Term Services and Support Agreement, 4th District.

2.28 PUBLIC SOCIAL SERVICES: Approval of the Proclamation Declaring November 2009 as the National Adoption Recognition Month.

2.29 REGISTRAR OF VOTERS: Appointment of Special District Directors.

2.30 REGISTRAR OF VOTERS: Acceptance of the Official Canvass for the November 3, 2009 Consolidated UDEL Election.

2.31 RIVERSIDE COUNTY REGIONAL MEDICAL CENTER: Approval of Medical Staff Appointments, Reappointments and Clinical Privileges.

2.32 TRANSPORTATION & LAND MANAGEMENT AGENCY/TRANSPORTATION: Adoption of Resolution 2009-299, Accepting a portion of Calle Breve, in the Sage area, 3rd District.

2.33 TRANSPORTATION & LAND MANAGEMENT AGENCY/TRANSPORTATION: TRACT MAP 32491 – Schedule E – Eastvale area – 2nd District. Approval of Improvement Agreements and Securities and the Final Map.

2.34 TRANSPORTATION & LAND MANAGEMENT AGENCY/TRANSPORTATION: TRACT MAP 34305 – Schedule A – Palm Desert area – 4th District. Approval of Improvement Agreement and Securities and the Final Map.

2.35 TREASURER-TAX COLLECTOR: Approval of the Revised Treasurer's Statement of Investment Policy.

2.36 TREASURER-TAX COLLECTOR: Receive and File the Treasurer's Monthly Statement of County and School Funds for October 2009.

2.37 TREASURER-TAX COLLECTOR: Receive and File the Treasurer's Purchase Detail Report for October 2009.

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. (3.1 of 10/27/09)

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) (3.1 of 11/03/09)

3.3 SUPERVISOR TAVAGLIONE: Second District Use of Community Improvement Designation Funds to the Pedley Volunteer Fire Company, and Budget Adjustments. (4/5 vote required)

3.4 SUPERVISOR TAVAGLIONE: Second District Use of Community Improvement Designation Funds to the The Greater Riverside Hispanic Chamber of Commerce, and Budget Adjustments. (4/5 vote required)

3.5 SUPERVISOR TAVAGLIONE: Second District Use of Community Improvement Designation Funds to the Riverside County Professional Firefighters, and Budget Adjustments. (4/5 vote required)

3.6 SUPERVISOR TAVAGLIONE: Second District Use of Community Improvement Designation Funds to the Riverside Lyric Opera, and Budget Adjustments. (4/5 vote required)

3.7 SUPERVISOR TAVAGLIONE: Second District Use of Community Improvement Designation Funds to the Riverside Art Museum, and Budget Adjustments. (4/5 vote required)

3.8 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) (3.2 of 11/03/09)

3.9 SUPERVISOR TAVAGLIONE: Second District Use of Community Improvement Designation Funds to Riverside Against Drugs (RAD), and Budget Adjustments. (4/5 vote required) (3.3 of 11/03/09)

3.10 SUPERVISOR TAVAGLIONE: Second District Use of Community Improvement Designation Funds to the City of Corona, and Budget Adjustments. (4/5 vote required) (3.4 of 11/03/09)

3.11 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) (3.5 of 11/03/09)

3.12 SUPERVISOR TAVAGLIONE: Second District Use of Community Improvement Designation Funds to the 100 Mile Club, and Budget Adjustments. (4/5 vote required) (3.6 of 11/03/09)

3.13 SUPERVISOR TAVAGLIONE: Second District Use of Community Improvement Designation Funds to Jurupa Valley High School Choir Program, and Budget Adjustments. (4/5 vote required) (3.7 of 11/03/09)

3.14 SUPERVISOR TAVAGLIONE: Second District Use of Community Improvement Designation Funds to the Safe House, and Budget Adjustments. (4/5 vote required) (3.8 of 11/03/09)

3.15 SUPERVISOR STONE: Third District Use of Community Improvement Designation Funds to the Valley Restart Shelter, RSO K9 Trials, and Budget Adjustments. (4/5 vote required)

3.16 SUPERVISOR STONE: Third District Use of Community Improvement Designation Funds to the Riverside County Peace Officers Foundation, Valley Blood Services, and Budget Adjustments. (4/5 vote required)

3.17 SUPERVISOR STONE: Third District Use of Community Improvement Designation Funds to the City of Murrieta, and Budget Adjustments. (4/5 vote required)

3.18 SUPERVISOR STONE: Third District Use of Community Improvement Designation Funds to the Idyllwild Rotary Club, Smiles for Seniors, and Budget Adjustments. (4/5 vote required)

3.19 SUPERVISOR STONE: Third District Use of Community Improvement Designation Funds to the Rotary Club of Murrieta, Voices of Inland Communities and Budget Adjustments. (4/5 vote required)

3.20 SUPERVISOR STONE: Third District Use of Community Improvement Designation Funds to the Single Mothers United in Rewarding Fellowship, Idyllwild Help Center and Budget Adjustments. (4/5 vote required)

3.21 SUPERVISOR STONE: Third District Use of Community Improvement Designation Funds to the Riverside County Regional Medical Center Foundation, and Project Touch, and Budget Adjustments. (4/5 vote required) (3.10 of 11/03/09)

3.22 SUPERVISOR STONE: Third District Use of Community Improvement Designation Funds to the Idyllwild Help Center, and Budget Adjustments. (4/5 vote required) (3.11 of 11/03/09)

3.23 SUPERVISOR STONE: Third District Use of Community Improvement Designation Funds to the Economic Development Agency, and Budget Adjustments. (4/5 vote required) (3.12 of 11/03/09)

3.24 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) (3.13 of 11/03/09)

3.25 SUPERVISOR STONE AND SUPERVISOR ASHLEY: Third and Fifth District Use of Community Improvement Designation Funds to the Riverside County Code Enforcement, and Budget Adjustments. (4/5 vote required) (3.14 of 11/03/09)

3.26 SUPERVISOR ASHLEY: Fourth District Use of Community Improvement Designation Funds to Riverside County Regional Medical Center Foundation's 20th Annual Festival of Trees…for the love of a child, and Budget Adjustments. (4/5 vote required)

3.27 SUPERVISOR ASHLEY: Fourth District Use of Community Improvement Designation Funds to Thermal Chamber of Commerce Kermese (Community Christmas Festival), and Budget Adjustments. (4/5 vote required)

3.28 SUPERVISOR ASHLEY: Fourth District Use of Community Improvement Designation Funds to Debbie Chisolm Memorial Foundation, and Budget Adjustments. (4/5 vote required)

3.29 SUPERVISOR ASHLEY: Fourth District Use of Community Improvement Designation Funds for the Unforgettables Foundation, and Budget Adjustments. (4/5 vote required)

3.30 SUPERVISOR ASHLEY: Fourth District Use of Community Improvement Designation Funds for the Mecca Desfile de Luces ("Festival of Lights") Parade of December 7, 2009, and Budget Adjustments. (4/5 vote required)

3.31 SUPERVISOR ASHLEY: Fifth District Use of Community Improvement Designation Funds to Alpha Treatment Centers, Moreno Valley Police Department, Inland Empire Buffalo Soldiers, Canyon Springs High School, Palm Springs Police Department, Perris Valley Chamber of Commerce, and Budget Adjustments. (4/5 vote required)

3.32 SUPERVISOR ASHLEY: Fifth District Use of Community Improvement Designation Funds to Calimesa Friends of the Library, American Cancer Society, Banning Cultural Alliance, Canyon Springs High School, Moreno Valley Hispanic Chamber, Blue Knights Law Enforcement Club, and Budget Adjustments. (4/5 vote required)

3.33 SUPERVISOR ASHLEY: Fifth District Use of Community Improvement Designation Funds to March Field Air Museum, Greater Riverside Hispanic Chamber, Cabazon Community Center, and Community Council of Romoland, and Budget Adjustments. (4/5 vote required)

3.34 SUPERVISOR ASHLEY: Fifth District Use of Community Improvement Designation Funds to the Riverside County Water Task Force, and Budget Adjustments. (4/5 vote required) (3.15 of 11/03/09)

3.35 EXECUTIVE OFFICE: Approve the Discharge of Accountability proposed by the Superior Court of California, County of Riverside.

3.36 EXECUTIVE OFFICE: Adoption of Resolution 2009-310, Supplementing its Master Teeter Notes.

3.37 EXECUTIVE OFFICE AND ECONOMIC DEVELOPMENT AGENCY: Approval of a Memorandum of Understanding between the Judicial Council of California, Administrative Office of the Courts and the County Regarding the Simons Building, 2nd District.

3.38 EXECUTIVE OFFICE AND ECONOMIC DEVELOPMENT AGENCY: Approval of a Memorandum of Understanding between the Judicial Council of California, Administrative Office of the Courts and the County Regarding the Bar Association Building, 2nd District.

3.39 COMMUNITY ACTION PARTNERSHIP OF RIVERSIDE COUNTY: Approval of the Risk Assessment for the County of Riverside Department of Public Health – Health Nutrition Services Branch for Activities Conducted Under the Community Services Block Grant – American Recovery and Reinvestment Act of 2009.

3.40 COMMUNITY ACTION PARTNERSHIP OF RIVERSIDE COUNTY: Ratify Community Development Block Grant Subrecipient Agreement #C29000A with the City of Palm Desert.

3.41 COMMUNITY ACTION PARTNERSHIP OF RIVERSIDE COUNTY: Adoption of Resolution 2009-341, 2010 Internal Revenue Service, Department of Treasury Grant Application for the Volunteer Income Tax Assistance Program.

3.42 COMMUNITY ACTION PARTNERSHIP OF RIVERSIDE COUNTY: Approval of Budget Adjustment. (4/5 vote required) (3.20 of 11/03/09)

3.43 COMMUNITY HEALTH AGENCY/ANIMAL SERVICES: Acceptance of Grant Award from the PETCO Foundation to Riverside County Department of Animal Services for Healthy Pet Zone Program's Pit Bull Project to provide free or low cost spaying and neutering, micro-chipping, vaccines and licensing.

3.44 COMMUNITY HEALTH AGENCY/ANIMAL SERVICES: Ratification of the Fifth Amendment to the Agreement (Contract #05-063) with the City of Coachella for Field Services, 4th District.

3.45 COMMUNITY HEALTH AGENCY/ANIMAL SERVICES: Ratify the Fifth Amendment with Animal Samaritans SPCA, Inc. for Spay/Neuter and other Clinic Services (Contract #08-055), 4th District.

3.46 COMMUNITY HEALTH AGENCY/ANIMAL SERVICES: Ratification of the First Amendment to the Agreement (Contract #07-065) with the City of Palm Desert for Field Services, 4th District.

3.47 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) (3.21 of 11/03/09)

3.48 COMMUNITY HEALTH AGENCY/PUBLIC HEALTH: Approval of the Agreement between the County of Riverside Department of Public Health (DOPH) and the California Department of Public Health (CDPH) to accept 25% advance payment for 2009-10 PHER H1N1 Phase III Allocation.

3.49 COMMUNITY HEALTH AGENCY/PUBLIC HEALTH: Approval In-Principle to seek leased space in Desert Hot Springs for the Women, Infant and Children (WIC) Supplemental Nutrition Program, 5th District.

3.50 COMMUNITY HEALTH AGENCY/PUBLIC HEALTH: Approval of the Agreement with BP West Coast Products for the Childhood Asthma Program and Approval of a Budget Adjustment. (4/5 vote required) (3.23 of 11/03/09)

3.51 COUNTY COUNSEL: INTRODUCTION OF ORDINANCE NO. 348.4672, an Ordinance of the County of Riverside amending Ordinance No. 348, regarding churches, temples or other places or religious worship in the R-R zone.

3.52 DISTRICT ATTORNEY: Acceptance of the Sexual Assault Specialized Response Unit Program – Recovery Act grant award from the California Emergency Management Agency (Cal EMA); Adoption of Resolution 2009-301, Authorizing the District Attorney to Submit Grant Applications to Cal EMA and Approval of a Budget Adjustment. (4/5 vote required)

3.53 ECONOMIC DEVELOPMENT AGENCY: Approval of Amendment to Sublease, Riverside, 1st District.

3.54 ECONOMIC DEVELOPMENT AGENCY: Approval of Amendment to Sublease, Hemet, 3rd District.

3.55 ECONOMIC DEVELOPMENT AGENCY: Approval of the First Amendment to the Loan Agreement for the Use of Neighborhood Stabilization Program Funds with Neighborhood Partnership Housing Services, 5th District.

3.56 ECONOMIC DEVELOPMENT AGENCY: Adoption of Resolution 2009-302, Boundary Adjustment of the Coachella Valley Enterprise Zone within the County of Riverside, 4th District.

3.57 ECONOMIC DEVELOPMENT AGENCY: Approval of the Finding of No Significant Impact on the Environment for the Los Jardines Self-Help Housing Project in the City of Coachella and Approval of the Request for Release of Funds, 4th District.

3.58 ECONOMIC DEVELOPMENT AGENCY: Approval of a Sole Source Purchase Service Agreement with Admit One Products, 4th District.

3.59 ECONOMIC DEVELOPMENT AGENCY: Approval of the Support for the Admission of MVP-EV into Foreign Trade Zone, 5th District.

3.60 ECONOMIC DEVELOPMENT AGENCY: Approval of the License Agreement for the Joshua Tree Public Safety Enterprise Communications Project.

3.61 ECONOMIC DEVELOPMENT AGENCY: Approval of the Plans and Specifications for the Third Street and Park Avenue Parking Lot, 2nd District. (Clerk to Advertise)

3.62 ECONOMIC DEVELOPMENT AGENCY: Approval of the Project List for Energy Efficiency & Conservation Block Grant.

3.63 ECONOMIC DEVELOPMENT AGENCY: Approval of Change Order No. 24 for the Perris Sheriff's Complex and Family Care Clinic and Authorization of the release of retained funds, 5th District.

3.64 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) (3.28 of 11/03/09)

3.65 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) (3.29 of 11/03/09)

3.66 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) (3.30 of 11/03/09)

3.67 ECONOMIC DEVELOPMENT AGENCY: Approval of the Second Amendment to Lease – Department of Mental Health, Perris, 5th District. (3.31 of 11/03/09)

3.68 ECONOMIC DEVELOPMENT AGENCY AND RIVERSIDE COUNTY REGIONAL MEDICAL CENTER: Approval of the Agreement between the County of Riverside and De La Secura, Inc. for the Riverside County Regional Medical Center Emergency Treatment Services Facility Expansion – Phase 1, 1st District.

3.69 ECONOMIC DEVELOPMENT AGENCY AND RIVERSIDE COUNTY REGIONAL MEDICAL CENTER: Approval of Final Change Order No. 3 for the Riverside County Regional Medical Center Pharmacy Clean Room Remodel and Authorization to Release Retained Funds, 5th District.

3.70 ECONOMIC DEVELOPMENT AGENCY AND TRANSPORTATION & LAND MANAGEMENT AGENCY/TRANSPORTATION: Approval of the Reimbursement Agreement between the County of Riverside and the Redevelopment Agency for the County of Riverside for sidewalk improvements on Palomar Street in the City of Wildomar, 1st District.

3.71 FIRE: Approval of the Cooperative Agreement between the City of Banning, City of Beaumont and the County of Riverside to Share the Cost of a Fire Engine Company, 3rd District.

3.72 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) (3.37 of 11/03/09)

3.73 MENTAL HEALTH: Adoption of Resolution 2009-300, Ratifying the Cooperative Agreement, No. 27514, between the Department of Mental Health and the State Department of Rehabilitation.

3.74 MENTAL HEALTH: Approval of the First Amendment to the Agreement with the National Council on Crime and Delinquency (NCCD) Children's Research Center (CRC).

3.75 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) (3.41 of 11/03/09)

3.76 PUBLIC SOCIAL SERVICES: Approval of Agreement CS-01436 with Riverside Community College District for Foster Parent and Kinship Provider Training.

3.77 PUBLIC SOCIAL SERVICES: Approval of Renewal Grant Agreement with the United States Department of Housing and Urban Development – Project #CA0684B9D080801, 1st District.

3.78 PUBLIC SOCIAL SERVICES: Approval to Enter into a Funding Agreement (#AA-01471) with Riverside County Office of Education (RCOE), and Budget Adjustments. (4/5 vote required)

3.79 PUBLIC SOCIAL SERVICES: Approval of the Collaboration and the Agreement with the Riverside County District Attorney's Office for the In Home Supportive Services Fraud Investigation & Program Integrity Plan.

3.80 PURCHASING and FLEET SERVICES DEPARTMENT: Approval of Agreement with the Law Offices of Barbara Brand, Juvenile Defense Panel, and the Contract Extension with Criminal Juvenile Services for Riverside County.

3.81 RIVERSIDE COUNTY INFORMATION TECHNOLOGY: Approval of the Five Year Verizon Managed Conferencing Services Lease Agreement with Verizon Business and the use of Air Quality Management District (AQMD) funds for the first year implementation of an eight pilot sites and Approval of the Verizon Managed Conferencing Service as a County Standard for Audio, Video and Web Conferencing.

3.82 RIVERSIDE COUNTY REGIONAL MEDICAL CENTER: Approval of the Amendment to the Agreement between the County of Riverside and Moreno Valley Unified School District, 5th District.

3.83 RIVERSIDE COUNTY REGIONAL MEDICAL CENTER: Approval of the Amendment to the Professional Medical Services Agreement between the County of Riverside and Loma Linda University School of Dentistry/Special Care Dentistry.

3.84 RIVERSIDE COUNTY REGIONAL MEDICAL CENTER: Approval of the Amendment to the Agreement between the County of Riverside and RadNet Management, Inc.

3.85 RIVERSIDE COUNTY REGIONAL MEDICAL CENTER: Approval of the Amendment to the Professional Medical Services Agreement between the County of Riverside and Oh Jae Kwon, DDS.

3.86 RIVERSIDE COUNTY REGIONAL MEDICAL CENTER: Approval of the Amendment to the Professional Medical Services Agreement between the County of Riverside and Devin L. Anderson, DDS, Inc.

3.87 RIVERSIDE COUNTY REGIONAL MEDICAL CENTER: Approval of the Amendment to the Professional Medical Services Agreement between the County of Riverside and Vahe Sam Sardaryanst, D.D.S, M.P.H.

3.88 RIVERSIDE COUNTY REGIONAL MEDICAL CENTER: Approval of the Amendment to the Professional Medical Services Agreement between the County of Riverside and Hovsep Nargizyan Dental Corporation.

3.89 RIVERSIDE COUNTY REGIONAL MEDICAL CENTER: Approval of the Memorandum of Understanding between the County of Riverside and the Hemet Police Department.

3.90 RIVERSIDE COUNTY REGIONAL MEDICAL CENTER: Approval of the Agreement between the County of Riverside and Ruth W. Bol, D.D.S.

3.91 RIVERSIDE COUNTY REGIONAL MEDICAL CENTER: Approval of the Amendment to the Per Diem Hospital Agreement between the County of Riverside and Molina Healthcare of California.

3.92 RIVERSIDE COUNTY REGIONAL MEDICAL CENTER: Approval of the Amendment to the Per Diem Hospital Agreement between the County of Riverside and Inland Empire Health Plan.

3.93 SHERIFF-CORONER-PA: Approval of the First Amendment to Professional Agreements with Sole Source Providers for the Sheriff's Violence Against Women Grant Project.

3.94 SHERIFF-CORONER-PA: Approval of Appropriations of Automated County Warrant System Sub Funds for Security Projects at the Sheriff's Criminal Justice Building, 2nd District. (4/5 vote required)

3.95 SHERIFF-CORONER-PA: Approval of a Sole Source Agreement with AT Solutions and for Firms Federally-Authorized to Provide Homeland Security Training without Securing Competitive Bids.

3.96 SHERIFF-CORONER-PA: Approval of Foster and Freeman USA Inc. as the Sole Provider of Video Spectral Comparator Equipment for the Sheriff's Forensic Services Bureau without Securing Competitive Bids.

3.97 SHERIFF-CORONER-PA: Approval of a Memorandum of Understanding with San Diego County for the Sheriff's Continued Participation on the Computer and Technology Crime High-Tech Response Team and Approval of a Budget Adjustment. (4/5 vote required) (3.44 of 11/03/09)

3.98 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) (3.45 of 11/03/09)

3.99 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) (3.46 of 11/03/09)

3.100 SHERIFF-CORONER-PA: Approval of an Appropriation of Homeland Security Grant Program Funds for the purchase of a Bomb Robot. (4/5 vote required) (3.47 of 11/03/09)

3.101 SHERIFF-CORONER-PA: Approval of Budget Adjustments for the FY 2009 Justice Assistance Grant (JAG) Award and the FY 2010 Solving Cold Cases with DNA Cooperative Award. (4/5 vote required) (3.57 of 11/03/09)

3.102 TRANSPORTATION & LAND MANAGEMENT AGENCY/PLANNING: Approval of the Partial Rescission of Resolution 2009-162 (Amending the Riverside County Comprehensive General Plan) (GPA 1055 and EA 41965), 3rd District.

3.103 TRANSPORTATION & LAND MANAGEMENT AGENCY/PLANNING: Adoption of Resolution 2009-319 – Disestablishment of San Jacinto Agricultural Preserve No. 14, Case and Map No. 1016, 3rd District

3.104 TRANSPORTATION & LAND MANAGEMENT AGENCY/PLANNING: Adoption of Resolution 2009-320 – Disestablishment of San Jacinto Agricultural Preserve No. 15, Case and Map No. 1017, 3rd District

3.105 TRANSPORTATION & LAND MANAGEMENT AGENCY/PLANNING: Adoption of Resolution 2009-322 – Diminishment of San Jacinto Agricultural Preserve No. 8, Case and Map No. 1018, 3rd District

3.106 TRANSPORTATION & LAND MANAGEMENT AGENCY/TRANSPORTATION: Approval of the Reimbursement Agreement between the County of Riverside and the City of Palm Springs for the Gene Autry Trail Bridge Widening Project over United Pacific Rail Road (UPRR) Tracks, 5th District.

3.107 TRANSPORTATION & LAND MANAGEMENT AGENCY/TRANSPORTATION: Approval of the Agreement between the State of California Department of California Highway Patrol (CHP) and the County of Riverside for traffic control services for the State Route 60/Valley Way Interchange Project, 2nd District.

3.108 TRANSPORTATION & LAND MANAGEMENT AGENCY/TRANSPORTATION: Acceptance of the low bid and Award of the Contract to All American Asphalt for the Etiwanda Avenue and Van Buren Boulevard intersection pavement replacement and resurfacing of Etiwanda Avenue from Van Buren Boulevard Northerly to Philadelphia Avenue, and the associated improvements in the Mira Loma area, 2nd District.

3.109 TRANSPORTATION & LAND MANAGEMENT AGENCY/TRANSPORTATION: Acceptance of the low bid and Award of the Contract to AK Engineering for the Construction of Traffic Signal and Lighting at the intersection of Van Buren Boulevard and Porter Avenue, Woodcrest area, 1st District.

3.110 TRANSPORTATION & LAND MANAGEMENT AGENCY/TRANSPORTATION: Ratify Amendment No. 1 to the On-Call Environmental Services Agreement with Merkel & Associates, Inc.

3.111 TRANSPORTATION & LAND MANAGEMENT AGENCY/TRANSPORTATION: Ratify Amendment No. 1 to the On-Call Environmental Services Agreement with ASM Affiliates, Inc.

3.112 TRANSPORTATION & LAND MANAGEMENT AGENCY/TRANSPORTATION: Approval of the Plans and Specifications for the Construction of raised median improvements on Camino Real from Mission Boulevard to Avenida Baja/River Glen Drive, in the Rubidoux area, 2nd District. (Clerk to Advertise)

3.113 TRANSPORTATION & LAND MANAGEMENT AGENCY/TRANSPORTATION: Approval of the 2009/2010 Annual Edition, Transportation Improvement Program (TIP) for Fiscal Years 2009/2010 through 2015/2016 and Authorization to submit an amended Measure “A”, Local Streets and Roads Program to the Riverside County Transportation Commission.

3.114 TRANSPORTATION & LAND MANAGEMENT AGENCY/TRANSPORTATION: Acceptance of the Notice of Completion – Construction of Traffic Signal and Lighting, Rubidoux Boulevard / Cedar Avenue at Tarragona Road, Rubidoux area, 2nd District.

3.115 TRANSPORTATION & LAND MANAGEMENT AGENCY/TRANSPORTATION: Approval of Amendment No. 1 to the State Route 79 North (Winchester Road) Memorandum of Understanding (MOU) with the State of California Department of Transportation (CALTRANS) and the City of Murrieta, 3rd District.

3.116 TRANSPORTATION & LAND MANAGEMENT AGENCY/TRANSPORTATION: Approval of Amendment No. 2 to the Cooperative Agreement (08-1234-A/2) between the County of Riverside and the State of California Department of Transportation (CALTRANS) for the preparation of environmental and design documents for Winchester Road (SR-79) from Thompson Road to Domenigoni Parkway Widening Project, 3rd District.

3.117 TRANSPORTATION & LAND MANAGEMENT AGENCY/TRANSPORTATION: Landscaping & Lighting Maintenance District No. 89-1- Consolidated, Annexation of Street Lighting Zone 91 (Glen Avon), 2nd District:

a. Adoption of Resolution 2009-304 Initiating Proceedings and Ordering Preparation of the Engineer's Report.

b. Adoption of Resolution 2009-305 Declaring the Intention to Order the Annexation of Zone 91 and Setting the time and place of the public hearing. (Hrg. Set 01/12/10 @ 9:30 a.m. – Clerk to advertise)

3.118 TRANSPORTATION & LAND MANAGEMENT AGENCY/TRANSPORTATION: Landscaping & Lighting Maintenance District No. 89-1- Consolidated, Annexation of Street Lighting Zone 97 (Mead Valley), 1st District:

a. Adoption of Resolution 2009-306 Initiating Proceedings and Ordering Preparation of the Engineer's Report.

b. Adoption of Resolution 2009-307 Declaring the Intention to Order the Annexation of Zone 97 and Setting the time and place of the public hearing. (Hrg. Set 01/12/10 @ 9:30 a.m. – Clerk to advertise)

3.119 TRANSPORTATION & LAND MANAGEMENT AGENCY/TRANSPORTATION: Landscaping & Lighting Maintenance District No. 89-1- Consolidated, Annexation of Zone 126 (Mira Loma), 2nd District:

a. Adoption of Resolution 2009-130 Initiating Proceedings and Ordering Preparation of the Engineer's Report.

b. Adoption of Resolution 2009-131 Declaring the Intention to Order the Annexation of Zone 126 and Setting the time and place of the public hearing. (Hrg. Set 01/12/10 @ 9:30 a.m. – Clerk to advertise)

3.120 TRANSPORTATION & LAND MANAGEMENT AGENCY/TRANSPORTATION: Approval of the Annual Equipment Usage and Shop Rates for FY 2009/2010.

3.121 TRANSPORTATION & LAND MANAGEMENT AGENCY/TRANSPORTATION: Approval of the Outdoor Advertising Display Acquisition and Relocation Agreement with Lamar Central Outdoor, LLC for the State Highway 60 and Valley Way Interchange Project, (a portion of APN 174-150-012), 2nd District.

3.122 TRANSPORTATION & LAND MANAGEMENT AGENCY/TRANSPORTATION: INTRODUCTION OF ORDINANCE 824.7, an Ordinance of the County of Riverside amending Ordinance 824, Western Riverside County Transportation Uniform Mitigation Fee (TUMF) Program, 1ST, 2ND, 3RD, & 5TH Districts.

3.123 TRANSPORTATION & LAND MANAGEMENT AGENCY/TRANSPORTATION: Acceptance of the Low Bid of and Award of Contract to Powell Constructors for the Reconstruction of State Route 60 at Valley Way, from 0.75 miles (1.2 KM) West of Valley Way undercrossing to Valley Way undercrossing, Rubidoux area, 2nd District.

3.124 TRANSPORTATION & LAND MANAGEMENT AGENCY/TRANSPORTATION: Approval of the Agreement between the Riverside County Transportation Commission (RCTC) and the County of Riverside to fund the State Route 60/Valley Way Interchange Project, 2nd District.

3.125 TRANSPORTATION & LAND MANAGEMENT AGENCY/TRANSPORTATION: Approval of the Maintenance Agreement between the County of Riverside and the City of Indio for Road and Storm Drain Maintenance on Manilla Avenue east of Van Buren Street, 4th District.

3.126 TREASURER-TAX COLLECTOR: ADOPTION OF ORDINANCE NO. 767.13, an Ordinance of the County of Riverside amending Ordinance No. 767 Delegating Authority to the County Treasurer to Invest and Reinvest Funds of the County and Other Depositors. (3.59b of 11/03/09)

3.127 TREASURER-TAX COLLECTOR: Adoption of Resolution 2009-313 Approving Sale of Tax-Defaulted Property Subject to the Power of Sale and Setting the Minimum Bid - Public Auction of Tax-Defaulted Real Property, Sale No. TC-185 scheduled for March 16, 2010

REDEVELOPMENT AGENCY MEETING:

4.1 Approval of the Acceptance of the Low Bid and Award of Contract to ASR Constructors for the French Valley Airport Parking Lot Construction Project, 3rd District.

4.2 Approval of the Loan Agreement for the Use of Redevelopment Agency Funds with Inspire Life Skills Training, Inc., 2nd District.

4.3 Approval of an increase in the Construction Budget and Change Order for the Palomar Street and Sewer Improvement Project; Approval of the Fifth Amendment to the Consulting Services Agreement with David Evans and Associates, and Approval of the Reimbursement Agreement with the County of Riverside to provide SB 821 and Measure A/Western Funds, 1st District.

4.4 Acceptance of the Notice of Completion – Home Gardens Library and Community Center Expansion, 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. (No Business)

9:30 A.M. PUBLIC HEARINGS:

9.1 COMMUNITY HEALTH AGENCY/ENVIRONMENTAL HEALTH: Public Hearing on the ADOPTION OF ORDINANCE 567.3, Amending Ordinance 567, an Ordinance of the County of Riverside Regulating Food Handlers. (3.18 of 10/20/09)

9.2 COUNTY COUNSEL/CODE ENFORCEMENT: Public Hearing on Abatement of Public Nuisance [Excess Outside Storage, and Accumulation of Rubbish] on Case No. CV 07-6991, located at 21377 Nandina Avenue, Perris, APN 295-260-017, 1st District.

9.3 COUNTY COUNSEL/CODE ENFORCEMENT: Public Hearing on Abatement of Public Nuisance [Appeal; Inoperative Vehicles] on Case No. CV 08-04979, located at 20389 Haines Street, Perris, APN 318-221-030, 1st District. (9.9 of 09/01/09)

9.4 COUNTY COUNSEL/CODE ENFORCEMENT: Public Hearing on Abatement of Public Nuisance [Grading without Permit] on Case No. CV 07-1977, located at 42815 Campo Road, Anza, APN 579-460-005, 3rd District.

9.5 COUNTY COUNSEL/CODE ENFORCEMENT: Public Hearing on Abatement of Public Nuisance [Grading without Permit] on Case No. CV 05-3785, located at 45712 Gene Road, Aguanga, APN 581-240-037, 3rd District. (9.3 of 11/03/09)

9.6 COUNTY COUNSEL/CODE ENFORCEMENT: Public Hearing on Abatement of Public Nuisance [Grading without Permit] on Case No. CV 07-6752, located at 35376 Borel Road, Winchester, APN 964-130-016, 3rd District. (9.4 of 11/03/09)

9.7 COUNTY COUNSEL/CODE ENFORCEMENT: Public Hearing on Abatement of Public Nuisance [Substandard Structures and Accumulation of Rubbish] on Case No. CV 07-5128, located at 71250 Fillmore St., Thermal, APN 749-210-015, 4th District. (9.8 of 09/01/09)

9.8 COUNTY COUNSEL/CODE ENFORCEMENT: Public Hearing on Abatement of Public Nuisance [Substandard Structure, and Accumulation of Rubbish] on Case Nos. CV 06-7533 and 06-7534, located 2 parcels north of 14875 McGarger Road, Desert Hot Springs, APN 656-270-012, 5th District.

9.9 COUNTY COUNSEL/CODE ENFORCEMENT: Public Hearing on Abatement of Public Nuisance [Excess Outside Storage, and Accumulation of Rubbish] on Case Nos. CV 07-8198 and 08-07240, located at 20081 Telford Avenue, Perris, APN 349-020-074, 5th District.

9.10 COUNTY COUNSEL/CODE ENFORCEMENT: Public Hearing on Abatement of Public Nuisance [Substandard Structure] on Case No. CV 08-01754, located at 32470 Crest Road, Redlands, APN 413-154-023, 5th District.

9.11 COUNTY COUNSEL/CODE ENFORCEMENT: Public Hearing on Abatement of Public Nuisance [Substandard Structure, and Accumulation of Rubbish] on Case Nos. CV 08-05061 and 07-2045, located at 52243 Date Avenue, Cabazon, APN 528-104-022, 5th District

9.12 COUNTY COUNSEL/CODE ENFORCEMENT: Public Hearing on Statement of Expense on Public Nuisance Case No. CV 08-06263, located at 32130 Windsong Road, Wildomar, APN 380-130-001 and 380-130-018, 1st District.

9.13 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. (9.10 of 10/27/09)

9.14 TREASURER-TAX COLLECTOR: Public Hearing on the Adoption of Resolution 2009-325, Approving the Issuance of Colorado Educational and Cultural Facilities Authority Revenue Bonds in a Maximum Aggregate Principal Amount of $3, 5000,000 to Finance and Refinance Costs of Certain Educational Facilities on behalf of Woodcrest Christian School System, 1st & 2nd Districts. (3.58b of 11/03/09)

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.

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 Approval of the Plans and Specifications for the Palm Canyon Wash Levee Rehabilitation and Channel Restoration, 4th District. (Clerk to advertise)

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

County:

12.1 Approval of the Lakeview Disposal Site Clean Closure Agreement between Nuevo Development Company, LLC and the County of Riverside, 5th District. (12.2 of 11/03/09)

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. 924 (FOUNDATION – REGULAR) – Paz Trevino/Leonard Urquiza – North Perris Zoning Area – Mead Valley Area Plan – **1st District**. The Planning Director recommends that the Board **tentatively decline** to adopt an order initiating proceedings for the above-referenced general plan amendment to amend the Foundation Component of the subject site from Rural Community to Community Development and to amend the land use designation of the subject site from Very Low Density Residential (1 acre minimum) to Light Industrial (0.25 – 0.60 floor area ratio).

15.2 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 10/27/09)

15.3 TRANSPORTATION & LAND MANAGEMENT AGENCY/PLANNING: GENERAL PLAN AMENDMENT NO. 1084 (ENTITLEMENT/POLICY) – Northtown Housing Development/ K & A

Engineering, Inc. – Rubidoux Zoning District – Jurupa Area Plan – **2nd District**. The Planning Director recommends that the Board adopt an order initiating proceedings for the above-referenced general plan amendment to amend the existing land use designation from Community Development: Commercial Retail (0.20 – 0.35 floor area ratio) and Community Development: Medium High Density Residential (5 – 8 dwelling units per acre) to Community Development: Very High Density Residential (14 – 20 dwelling units per acre).

1:30 P.M. PUBLIC HEARINGS:

16.1 EXECUTIVE OFFICE: Budget Workshop and Approval of the FY 2009-10 First Quarter Budget Adjustments as outlined in Attachments A through G. (4/5 vote required) (3.51 of 11/03/09)

16.2 TRANSPORTATION & LAND MANAGEMENT AGENCY/PLANNING: Public Hearing **Appeal** of Approval of PLOT PLAN NO. **22925** / ENVIRONMENTAL IMPACT REPORT NO. **510** – Hogle-Ireland – Rick Engineering – March Zoning District – Lake Mathews / Woodcrest Area Plan – 1st District. Recommendation of Planning Commission for **Denial of the Appeal;** Tentative Certification of Environmental Impact Report No. 510; Approval of **Plot Plan No. 22925,** which proposes a commercial and industrial development comprised of 8 buildings consisting of: four (4) office buildings totaling 258,102 square feet, two (2) industrial warehouse / distribution buildings totaling 409,312 square feet, one (1) retail building with 10,000 square feet, one (1) light industrial / multi-tenant building with 42,222 square feet, 285,696 square feet of landscaping area, 1,779 parking spaces, and three (3) detention basins.

16.3 TRANSPORTATION & LAND MANAGEMENT AGENCY/PLANNING: Public Hearing on **Appeal** of Approval of PLOT PLAN NO. **22340** / MITIGATED NEGATIVE DECLARATION NO. **41168** – Verizon Wireless – Spectrum Surveying & Engineering – San Jacinto Mountain Zoning District – REMAP Area Plan – 3rd District. Recommendation of Planning Commission for **Denial of the Appeal;** Adoption of Mitigated Negative Declaration No. 41168; Approval of **Plot Plan No. 22340,** which proposes a wireless communication facility for Verizon Wireless, disguised as a 55 foot high pine tree (height includes 5 feet of foliage), with eighteen (18) panel antennas, and one (1) parabolic antenna. An equipment shelter, generator pad for a future generator, and two (2) GPA antennas will be located within the 900 square foot lease area surrounded by a six (6) foot high decorative block wall. The project also includes a 12' x 40' access easement**. (Department requests continuance to December 8, 2009)**

16.4 TRANSPORTATION & LAND MANAGEMENT AGENCY/PLANNING: Public Hearing **Appeal** of the Denial of PLOT PLAN NO. **23815** / CEQA EXEMPT – California Tower Inc. – University Zoning District – Highgrove Area Plan – 5th District. Recommendation of Planning Commission for **Denial of the Appeal; Denial** of **Plot Plan No. 23815,** which proposes the continued operation of an existing 35 foot high undisguised wireless telecommunication facility, which was approved on September 15, 1998 and had a permit of 10 years, which expired on September 15, 2008. This plot plan was applied for on October 6, 2008, after the original life of the permit expired.

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

FROM: Supervisor Bob Buster **SUBMITTAL DATE:** November 3, 2009

SUBJECT: COMMITTEES, COMMISSIONS AND BOARDS ACTION

RECOMMENDED MOTION: The Board of Supervisors reappoint member to:

Committee, Commission, or Board: Fair Board Committee

Type of Nomination: 1st District

Member:

Name: **Jeff Turley**
Address: **8578 Rosemary Drive**
Riverside, CA 92508

Telephone: **909-697-6812**

Email: jefft19098@charter.net

Term of Appointment: July 01, 2009 to June 30, 2013. Full underlying term is four years.

BACKGROUND/APPOINTEE INFORMATION:

Supervisor Buster recommends the reappointment of Jeff Turley to the Fair Board Committee.

Bob Buster, Supervisor
1st District

Prev.Agn.ref.
FORM11-ccb

District 1

AGENDA NO.
2.1

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

FROM: Supervisor Stone **SUBMITTAL DATE:** November 17, 2009

SUBJECT: COMMITTEES, COMMISSIONS AND BOARDS ACTION

Committee, Commission or Board: San Jacinto Valley Cemetery District

RECOMMENDED MOTION:

- ☐ The Board of Supervisors appoint member to:
- ■ The Board of Supervisors reappoint member to:
- ☐ The Board of Supervisors removes member from office, declares vacancy and directs the Clerk of the Board to post vacancy per Maddy Act, for:
- ☐ The Board of Supervisors

Type of Nomination: ■ District No. 3 ☐ At Large

Member:
Name: Richard Hixson
Address: 621 South Jordon Avenue
San Jacinto, CA 92583
Telephone:

Replaces:

Date Posted or Expired: 11/30/09

Term of Appointment:
(or previous appointment)

■ Full Term ending 11/30/13

☐ Unexpired Term ending

Full underlying term is 4 years.

BACKGROUND/APPOINTEE INFORMATION:

I recommend the reappointment of Richard Hixson as a member of the San Jacinto Valley Cemetery District Board of Directors.

Jeff Stone

Supervisor Jeff Stone

Prev.Agn.ref.

Dist. 3rd

AGENDA NO.
2.2

FORM11-ccb

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

FROM: Supervisor Stone **SUBMITTAL DATE:** November 4, 2009

SUBJECT: COMMITTEES, COMMISSIONS AND BOARDS ACTION

Committee, Commission or Board: Anza Municipal Advisory Council

RECOMMENDED MOTION:
- ☒ The Board of Supervisors appoint member to:
- ☐ The Board of Supervisors reappoint member to:
- ☐ The Board of Supervisors removes member from office, declares vacancy and directs the Clerk of the Board to post vacancy per Maddy Act, for:
- ☐ The Board of Supervisors

Type of Nomination: ☒ District No. 3 ☐ At Large

Member:
Name: Cindy Barker
Address: 37060 Bonita Vista
Anza, CA 92539
Telephone: (951) 763-2709

Replaces:
Date Posted or Expired: 4/30/09

Term of Appointment:
(or previous appointment)
- ☒ Full Term ending 4/30/13
- ☐ Unexpired Term ending

Full underlying term is 4 years.

BACKGROUND/APPOINTEE INFORMATION:

I recommend the reappointment of Ms. Cindy Barker as a member of the Anza M.A.C.

Jeff Stone

Supervisor Jeff Stone

Prev.Agn.ref.

Dist. 3rd

AGENDA NO.
2.3

FORM11-ccb

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

FROM: Supervisor Stone **SUBMITTAL DATE:** November 17, 2009

SUBJECT: COMMITTEES, COMMISSIONS AND BOARDS ACTION

Committee, Commission or Board: County Service Area 143 Advisory Council

RECOMMENDED MOTION:
- ☒ The Board of Supervisors appoint member to:
- ☐ The Board of Supervisors reappoint member to:
- ☐ The Board of Supervisors removes member from office, declares vacancy and directs the Clerk of the Board to post vacancy per Maddy Act, for:
- ☐ The Board of Supervisors

Type of Nomination: ☒ District No. 3 ☐ At Large

Member:
Name: Jeffery Lohre
Address: 3907 Ridge Crest Street
Murrieta, CA 92563
Telephone: (951) 698-8476
imlohre@wwdb.org

Replaces: David Blake
Date Posted or Expired: 6/30/08

Term of Appointment:
(or previous appointment)
- ☒ Full Term ending 6/30/10
- ☐ Unexpired Term ending

Full underlying term is 2 years.

BACKGROUND/APPOINTEE INFORMATION:

I recommend the reappointment of Jeffery Lohre as a member of the CSA 143 Advisory Council.

Jeff Stone

Supervisor Jeff Stone

Prev.Agn.ref.

Dist. 3rd

AGENDA NO.
2.4

FORM11-ccb

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

FROM: Supervisor Stone **SUBMITTAL DATE:** November 17, 2009

SUBJECT: COMMITTEES, COMMISSIONS AND BOARDS ACTION

Committee, Commission or Board: County Service Area 143 Advisory Council

RECOMMENDED MOTION:
- ☒ The Board of Supervisors appoint member to:
- ☐ The Board of Supervisors reappoint member to:
- ☐ The Board of Supervisors removes member from office, declares vacancy and directs the Clerk of the Board to post vacancy per Maddy Act, for:
- ☐ The Board of Supervisors

Type of Nomination: ☒ District No. 3 ☐ At Large

Member:
Name: Gary Nordquist
Address: 34027 Arietta Street
Temecula, CA 92592
garynordquist@aol.com

Telephone: (951) 377-0158

Replaces: Fred Valenzuela
Date Posted or Expired: 6/30/03

Term of Appointment:
(or previous appointment)
- ☒ Full Term ending 6/30/11
- ☐ Unexpired Term ending

Full underlying term is 2 years.

BACKGROUND/APPOINTEE INFORMATION:

I recommend the appointment of Gary Nordquist as a member of the CSA 143 Advisory Council.

Supervisor Jeff Stone

Prev.Agn.ref.

Dist. 3rd

AGENDA NO.
2.5

FORM11-ccb

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

FROM: Supervisor Stone **SUBMITTAL DATE:** November 17, 2009

SUBJECT: COMMITTEES, COMMISSIONS AND BOARDS ACTION

Committee, Commission or Board: County Service Area 143 Advisory Council

RECOMMENDED MOTION:

- ☒ The Board of Supervisors appoint member to:
- ☐ The Board of Supervisors reappoint member to:
- ☐ The Board of Supervisors removes member from office, declares vacancy and directs the Clerk of the Board to post vacancy per Maddy Act, for:
- ☐ The Board of Supervisors

Type of Nomination: ☒ District No. 3 ☐ At Large

Member:

Name: Robert Goodhart
Address: 39402 Checker Court
Murrieta, CA 92563
Telephone: (951) 304-0969
bobgoodhart@msn.com

Replaces: K. Johnson
Date Posted or Expired: 6/30/04

Term of Appointment:
(or previous appointment)

- ☒ Full Term ending 6/30/11
- ☐ Unexpired Term ending

Full underlying term is 2 years.

BACKGROUND/APPOINTEE INFORMATION:

I recommend the appointment of Robert Goodhart as a member of the CSA 143 Advisory Council.

Jeff Stone

Supervisor Jeff Stone

Prev.Agn.ref.

Dist. 3rd

AGENDA NO.

2.6

FORM11-ccb

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

FROM: Supervisor Stone **SUBMITTAL DATE:** November 17, 2009

SUBJECT: COMMITTEES, COMMISSIONS AND BOARDS ACTION

Committee, Commission or Board: County Service Area 143 Advisory Council

RECOMMENDED MOTION:
- ☒ The Board of Supervisors appoint member to:
- ☐ The Board of Supervisors reappoint member to:
- ☐ The Board of Supervisors removes member from office, declares vacancy and directs the Clerk of the Board to post vacancy per Maddy Act, for:
- ☐ The Board of Supervisors

Type of Nomination: ☒ District No. 3 ☐ At Large

Member:
Name: Gary Winglovitz
Address: 3380 Suttui Street
Temecula, CA 92589
Telephone: (951) 302-1876
gary@zonesix.net

Replaces: Lance Woodburn
Date Posted or Expired: 6/30/07

Term of Appointment:
(or previous appointment)
- ☒ Full Term ending 6/30/11
- ☐ Unexpired Term ending

Full underlying term is 2 years.

BACKGROUND/APPOINTEE INFORMATION:

I recommend the appointment of Gary Winglovitz as a member of the CSA 143 Advisory Council.

Jeff Stone

Supervisor Jeff Stone

Prev.Agn.ref.

Dist. 3rd

AGENDA NO. 2.7

FORM11-ccb

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

FROM: Supervisor Stone **SUBMITTAL DATE:** November 17, 2009

SUBJECT: COMMITTEES, COMMISSIONS AND BOARDS ACTION

Committee, Commission or Board: County Service Area 143 Advisory Council

RECOMMENDED MOTION:
- ☒ The Board of Supervisors appoint member to:
- ☐ The Board of Supervisors reappoint member to:
- ☐ The Board of Supervisors removes member from office, declares vacancy and directs the Clerk of the Board to post vacancy per Maddy Act, for:
- ☐ The Board of Supervisors

Type of Nomination: ☒ District No. 3 ☐ At Large

Member:
Name: Charles Coalter
Address: 39753 Payton Court
Murrieta, CA 92563
Telephone: (951) 699-2125
coalterfamily@verizon.net

Replaces: V. Bisson
Date Posted or Expired: 6/30/03

Term of Appointment:
(or previous appointment)
- ☒ Full Term ending 6/30/11
- ☐ Unexpired Term ending

Full underlying term is 2 years.

BACKGROUND/APPOINTEE INFORMATION:

I recommend the appointment of Charles Coalter as a member of the CSA 143 Advisory Council.

Jeff Stone

Supervisor Jeff Stone

Prev.Agn.ref.

Dist. 3rd

AGENDA NO. 2.8

FORM11-ccb

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

FROM: Supervisor Jeff Stone **SUBMITTAL DATE:** November 17, 2009

SUBJECT: Renewal of the Revised Local Emergency Declaration for Riverside County due to the epidemic Infestation of bark beetles in the Mountain Communities of Idyllwild and Pine Cove.

RECOMMENDED MOTION: That the declaration relating to the emergency due to the epidemic infestation of bark beetles in the Mountain Communities of Idyllwild and Pine Cove adopted as Agenda Item 3.42 on March 5, 2002, Resolution Number 2002-97, and revised on September 10, 2002 to include "severe drought and fire hazard" be renewed.

BACKGROUND: The Riverside County Fire Department has reviewed the emergency conditions necessitating the declaration of March 5, 2002, and as revised on September 10, 2002, and finds that these conditions still exist. Government Code Section 8630 requires the Board to review the need for continuation of the local emergency every 14 days.

CLERK OF THE BOARD: Due to the unique circumstances and unknown duration of this situation, request that renewal of this declaration be automatically submitted as an agenda item every 14 days until request to terminate is submitted by the Riverside County Board of Supervisors.

Jeff Stone
Supervisor Third District

Prev. Agn. Ref. Dist. AGENDA NO. 2.9

939A

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

FROM: Agricultural Commissioner's Office

SUBMITTAL DATE:
November 24, 2009

SUBJECT: Renewal of the Local Emergency Declaration for Riverside County due to the spread of Pierce's Disease in the Local Vineyards.

RECOMMENDED MOTION: That the declaration relating to Pierce's Disease adopted as Agenda Item 3.91 on August 10, 1999, Resolution Number 99-369 be renewed.

BACKGROUND: The Riverside County Agricultural Commissioner's Office has reviewed the emergency conditions necessitating the declaration of August 10, 1999, and find that these conditions still exist. Government Code Section 8630 requires the Board to review the need for continuation of the local emergency every 14 days.

CLERK OF THE BOARD: Due to unique circumstances and unknown duration of the situation, request that renewal of this declaration be automatically submitted as an agenda item every 14 days until request to terminate is submitted by the Riverside County Agricultural Commissioner's Office.

Departmental Concurrence

John Snyder, Agricultural Commissioner/
Sealer of Weights and Measures

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:**	N/A

SOURCE OF FUNDS: N/A

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION:

APPROVE

BY: Michael R. Shetler
Michael R. Shetler

County Executive Office Signature

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

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

2.10

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

9-46A

FROM: Larry W. Ward, Assessor-County Clerk-Recorder

SUBMITTAL DATE:
November 10, 2009

SUBJECT: Statutory fee increase to the base recording of the first page of a document with the Recorder's Office.

RECOMMENDED MOTION: That the Board of Supervisors receive and file this notification that the Riverside County Recorder is increasing its fee for the base recording of the first page of a document from $4 to $10 in accordance with 2009 Senate Bill 676 amending Government Code Section 27361.

BACKGROUND: The 2009 Senate Bill 676 amends Government Code 27361 to increase its recording fee for the first page of a document from $4 up to $10. The Recorder will begin collecting the new fee January 4, 2010.

Larry W. Ward
Assessor-County Clerk-Recorder

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:	2009/10

SOURCE OF FUNDS: Not Applicable

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION: RECEIVE AND FILE

County Executive Office Signature BY: Rob Rockwell

FORM APPROVED COUNTY COUNSEL
BY: ANNA W. WANG DATE 11/12/09

Departmental Concurrence

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

Prev. Agn. Ref.: | **District:** | **Agenda Number:** 2.11

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

9.12

FROM: Community Health Agency/Department of Public Health

SUBMITTAL DATE:
November 3, 2009

SUBJECT: Committees, Commissions and Boards Action

RECOMMENDED MOTION: That the Board of Supervisors:
Appoint Patrick Krentz to the Emergency Medical Care Committee (EMCC) to replace a term vacated by Pam Steen which expires on June 30, 2010.

BACKGROUND/APPOINTEE INFORMATION:

Name: **Patrick Krentz**
Address: **42305 Cascata Street**
Indio, CA 92203
Telephone: **(760) 912-9399**

Patrick Krentz has been recommended by the Prehospital Medical Advisory Committee (PMAC) to be appointed as their representative on the Emergency Medical Care Committee.

BM/ps

Susan D. Harrington
Susan Harrington, Director
Department of Public Health

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: 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

FORM APPROVED COUNTY COUNSEL
BY: NEAL R. KIPNIS DATE

Departmental Concurrence

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

Prev. Agn. Ref.: 08/09/2007 2.6 | **District:** ALL | **Agenda Number:** 2.12

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

904B

FROM: County Counsel/TLMA
Code Enforcement Department

SUBMITTAL DATE: November 12, 2009

SUBJECT: Order to Abate [Excess Outside Storage and Accumulation of Rubbish]
Case No.: 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 Findings of Fact, Conclusions and Order to Abate in Case No. CV 08-10085 be approved;

(2) The Chairman of the Board of Supervisors be authorized to execute the Findings of Fact, Conclusions and order to Abate in Case No. CV 08-10085; and

(3) The Clerk of the Board of Supervisors be authorized to record the Findings of Fact, Conclusions and Order to Abate in Case No. CV 08-10085.

JULIE 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.: X Consent ☐ Policy

Per Exec. Ofc.: ☒ Consent ☐ Policy

Prev. Agn. Ref.: 10/27/09; 9.3 | **District:** 1 | **Agenda Number:** 2.13

Form 11 (Rev 06/2003)

Order to Abate [Excess Outside Storage and Accumulation of Rubbish]
Case No.: CV 08-10085
Subject Property: One Parcel East of 33589 Skylark Drive, Lake Elsinore
APN: 382-110-010
District One

BACKGROUND:
On October 27, 2009, this Board received the declaration of the Code Enforcement Officer in the above-referenced matter. At the conclusion of the hearing, this Board declared the excess outside storage and accumulation of rubbish on the subject property to be a public nuisance. The Board ordered the property owner to abate the violative conditions on the property and directed County Counsel to prepare the Findings of Fact, Conclusion and Order to Abate.

RECORDING REQUESTED BY:
Kecia Harper-Ihem, Clerk to the
Board of Supervisors (Stop #1010)

WHEN RECORDED PLEASE MAIL TO:
Julie Jarvi, Deputy County Counsel
County of Riverside
OFFICE OF COUNTY COUNSEL
3960 Orange Street, Fifth Floor (Stop #1350)
Riverside, CA 92501

[EXEMPT'6103]

BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE

IN RE ABATEMENT OF PUBLIC NUISANCE: [EXCESSIVE OUTSIDE STORAGE AND ACCUMULATION OF RUBBISH]; APN 382-110-010, ONE PARCEL EAST OF 33589 SKYLARK DRIVE, LAKE ELSINORE, RIVERSIDE COUNTY, CALIFORNIA; MARCUS L. SMITH. OWNER.	CASE NO. CV 08-10085 FINDINGS OF FACT, CONCLUSIONS AND ORDER TO ABATE NUISANCE [R.C.O. Nos. 348 (RCC Chapter 17.16), 541 (RCC Chapter 8.120) and 725 (RCC Title 1)]

The above-captioned matter came on regularly for hearing on October 27, 2009, before the Board of Supervisors of the County of Riverside, State of California in the Board Room, First Floor Annex, County Administrative Center, 4080 Lemon Street, Riverside, California regarding the real property described as One Parcel East of 33589 Skylark Drive, Lake Elsinore, Riverside County, California and further described as Assessor's Parcel Number 382-110-010 and referred to hereinafter as "THE PROPERTY."

Julie Jarvi, Deputy County Counsel, appeared along with Brian Black, Supervising Code Enforcement Officer, on behalf of the Director of the Code Enforcement Department.

No one appeared on behalf of Owner.

The Board of Supervisors received the Declaration of the Code Enforcement Officer together with attached Exhibits, evidencing the excessive outside storage of materials and accumulation of rubbish on THE PROPERTY as violations of Riverside County Ordinance Nos. 348 (Riverside

County Code Chapter 17.16) and 541 (Riverside County Code Chapter 8.120) and as a public nuisance.

SUMMARY OF EVIDENCE

1. Documents of record in the Riverside County Recorder's Office identify the owner of THE PROPERTY as Marcus Smith, ("OWNER").

2. Documents of title indicate that other parties potentially hold a legal interest in THE PROPERTY, to wit: State of California Employment Development Division and Cellular Access, Inc. ("INTERESTED PARTIES") .

3. THE PROPERTY was inspected by Code Enforcement Officers on January 13, 2009, April 9, 2009, May 26, 2009, August 25, 2009, and October 23, 2009.

4. During each inspection, the outside storage of materials and accumulation of rubbish were observed on THE PROPERTY. The materials and rubbish were intermingled and included but were not limited to: wood, masonry, bicycle pars, metal, used propane tanks, a tarp, plastic, appliances, tires and miscellaneous trash and debris. The officer visually estimated the amount of accumulated rubbish and excess outside storage of materials was approximately forty-one thousand four hundred (41,400) square feet. Given the size of the unimproved parcel (10 acres) and the zoning classification (R-R, Rural residential), no amount of outside storage or rubbish is allowed on THE PROPERTY.

5. THE PROPERTY was determined to be in violation of Riverside County Ordinance Nos. 348 (RCC Chapter 17.16) and 541 (RCC Chapter 8.120) by the Code Enforcement Officer.

6. Notices of Noncompliance were recorded on January 27, 2009 as Document Number 2009-0038909 and 2009-0038911 in the Office of the County Recorder, County of Riverside.

7. On January 13, 2009, Notices of Violation for violation of Riverside County Ordinance Nos. 348 and 541 were posted on THE PROPERTY. On February 17, 2009, Notices of Violations were mailed to OWNER by certified mail, return receipt requested. On February 17, 2009 Notices of Violation were mailed to OWNER and INTERESTED PARTIES by certified mail, return receipt requested.

8. On August 24, 2009, the "Notice to Correct County Ordinance Violations and Abate

Public Nuisance" providing notice of the public hearing before the Board of Supervisors scheduled for October 27, 2009, was mailed by certified mail, return receipt requested, to OWNERS and INTERESTED PARTIES and was posted on THE PROPERTY on August 25, 2009.

FINDINGS AND CONCLUSIONS

WHEREFORE, the Board of Supervisors of the County of Riverside, State of California, in regular session assembled on October 27, 2009 finds and concludes that:

1. WHEREAS, 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, also identified as Assessor's Parcel Number 382-110-010 violates Riverside County Ordinance Nos. 348 (RCC Chapter 17.44) and 541 (RCC Chapter 8.120) and constitutes a public nuisance. Under Riverside County Ordinance No. 348, due to the parcel being unimproved no amount of outside storage of materials is allowed to be stored on THE PROPERTY. Under Riverside County Ordinance No. 541, no amount of rubbish is allowed to be accumulated on THE PROPERTY.

2. WHEREAS, THE OWNER, occupants or any person having possession or control of the premises should abate the condition by removal of all outside storage of materials and removing and disposing of all accumulated rubbish from the subject real property in strict accordance with all Riverside County Ordinances, including but not limited to Riverside County Ordinance Nos. 348 (RCC Chapter 17.44) and 541 (RCC Chapter 8.120) within ninety (90) days.

3. WHEREAS, THE OWNER IS HEREBY FURTHER NOTICED that the time within which judicial review of the administrative determinations made herein must be sought is ninety (90) days from the posting and mailing of the Findings of Fact, Conclusions and Order To Abate Nuisance, and is governed by California Code of Civil Procedure Section 1094.6.

ORDER TO ABATE NUISANCE

IT IS THEREFORE ORDERED that the excess outside storage of materials and accumulation of rubbish on THE PROPERTY be abated by the OWNER, specifically Marcus L. Smith, or anyone having possession or control of THE PROPERTY, by removing all of the outside storage of materials and removing and disposing of all accumulated rubbish from the subject real

property in strict accordance with all Riverside County Ordinances, including but not limited to Riverside County Ordinance Nos. 348 (RCC Chapter 17.16) and 541 (RCC Chapter 8.120) within ninety (90) days of the date of this Order to Abate Nuisance.

IT IS FURTHER ORDERED that if the materials and rubbish are not removed and disposed of in strict accordance with all Riverside County Ordinances, including but not limited to Riverside County Ordinance Nos. 348 (RCC Chapter 17.16) and 541 (RCC Chapter 8.120) within ninety (90) days of the date of this Order to Abate Nuisance, the excess outside storage of materials and accumulation of rubbish shall be abated and disposed of by representatives of the Riverside County Code Enforcement Department, a contractor or the Sheriff's Department upon receipt of an owner's consent or a Court Order when necessary under applicable law.

IT IS FURTHER ORDERED that reasonable abatement costs, after notice and opportunity for hearing, shall be imposed as a lien on THE PROPERTY, which may be collected as a special assessment against THE PROPERTY pursuant to Government Code section 25845 and Riverside County Ordinance Nos. 348 (RCC Title 17), 541 (RCC Title 8), and 725 (RCC Chapter 1.16). Under Riverside County Ordinance No. 725, "abatement costs" means "any costs or expenses reasonably related to the abatement of conditions which violate County Land Use Ordinances, and shall include, but not be limited to, enforcement, investigation, collection and administrative costs, attorneys fees, and the costs associated with the removal or correction of the violation." Reasonable abatement costs accrued by the Code Enforcement Department will be recoverable from the property

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owner(s) even if THE PROPERTY is brought into compliance within ninety (90) days of the date of this Order to Abate Nuisance.

Dated: _____

COUNTY OF RIVERSIDE

By _____
Jeff Stone
Chairman, Board of Supervisors

ATTEST:

KECIA HARPER-IHEM

Clerk to the Board

By

Deputy

(SEAL)

FORM APPROVED COUNTY COUNSEL
BY JULIE A. KOONS JARVI DATE 11/2/05

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA 809 B

FROM: County Counsel/TLMA
Code Enforcement Department

SUBMITTAL DATE:
November 10, 2009

SUBJECT: Order to Abate [Accumulation of Rubbish]; (EUCALYPTUS GROVE)
Case No.: CV 08-06088
Subject Property: 1 Parcel on the Northwest Corner of Simpson Road & Beele Road, Winchester, APN: 462-020-010
District Three

RECOMMENDED MOTION: Move that

(1) The Findings of Fact, Conclusions and Order to Abate in Case No. CV 08-06088 be approved;

(2) The Chairman of the Board of Supervisors be authorized to execute the Findings of Fact,Conclusions and Order to Abate in Case No. CV 08-06088 and

(3) The Clerk of the Board of Supervisors be authorized to record the Findings of Fact, Conclusions and Order to Abate in Case No. CV 08-06088.

BACKGROUND:
On October 6, 2009 this Board received the Declaration of the Code Enforcement Officer in the above-referenced matter. At the conclusion of the hearing, this Board declared the accumulation of rubbish located on the subject property to be a public nuisance. The Board ordered the property owner to abate the violative conditions on the property and directed County Counsel to prepare the Findings of Fact, Conclusion and Order to Abate.

JULIE 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

☐ Policy ☐ Policy
X Consent ☒ Consent

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

Item: 15

Prev. Agn. Ref.: 10/20/09; 9.3 | **District:** 3 | **Agenda Number:** 2.14

Form 11 (Rev 06/2003)

RECORDING REQUESTED BY:
Kecia Harper-Ihem, Clerk of the
Board of Supervisors
(Stop #1010)

WHEN RECORDED PLEASE MAIL TO:
Julie Jarvi, Deputy County Counsel
County of Riverside
OFFICE OF COUNTY COUNSEL
3960 Orange Street, Fifth Floor (Stop #1350)
Riverside, CA 92501

[EXEMPT 6103]

BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE

IN RE ABATEMENT OF PUBLIC NUISANCE: [ACCUMULATION OF RUBBISH]; APN 462-020-010, ONE PARCEL ON THE NORTHWEST CORNER OF SIMPSON ROAD AND BEELE ROAD, WINCHESTER, RIVERSIDE COUNTY, CALIFORNIA; EUCALYPTUS GROVE, OWNER.	CASE NO. CV 08-06088 FINDINGS OF FACT, CONCLUSIONS AND ORDER TO ABATE NUISANCE [R.C.O. Nos. 541 (RCC Chapter 8.120) and 725 (RCC Title 1)]

The above-captioned matter came on regularly for hearing on October 20, 2009, before the Board of Supervisors of the County of Riverside, State of California in the Board Room, First Floor Annex, County Administrative Center, 4080 Lemon Street, Riverside, California regarding the real property described as One Parcel on the Northwest Corner of Simpson Road and Beele Road, Winchester, Riverside County, and further described as Assessor's Parcel Number 462-020-010 referred to hereinafter as "THE PROPERTY."

Julie Jarvi, Deputy County Counsel, appeared along with Brian Black, Supervising Code Enforcement Officer, on behalf of the Director of the Code Enforcement Department.

Owner did not appear.

The Board of Supervisors received the Declaration of Code Enforcement Officer together with the attached exhibits, evidencing the accumulation of rubbish on THE PROPERTY as a public nuisance and violation of Riverside County Ordinance No. 541, as codified in Riverside County

Code Chapter 8.120.

SUMMARY OF EVIDENCE

1. Documents of record in the Riverside County Recorder's Office identify the OWNER of THE PROPERTY as Eucalyptus Grove ("OWNER").

2. THE PROPERTY was inspected by Code Enforcement Officers on April 9, 2009, April 14, 2009, May 22, 2009, July 30, 2009 and October 15, 2009.

3. During each inspection, an accumulation of rubbish was observed on THE PROPERTY. The rubbish consisted of, but was not limited to: paintballs, paper, boxes, green waste, tires, beer cans and miscellaneous items.

4. THE PROPERTY was determined to be in violation of Riverside County Ordinance No. 541 (RCC Chapter 8.120) by the Code Enforcement Officer.

5. A Notice of Noncompliance was recorded in the Office of the County Recorder, County of Riverside, State of California on May 6, 2009 as instrument number 2009-0226203.

6. On April 9, 2009, a Notice of Violation was posted on THE PROPERTY. On April 14, 2009, a Notice of Violation was mailed by certified mail, return receipt requested to OWNER.

7. On July 29, 2009, a "Notice to Correct County Ordinance Violations and Abate Public Nuisance" providing notice of the public hearing before the Board of Supervisors on October 20, 2009 was mailed by certified mail, return receipt requested, to the OWNER and was posted on THE PROPERTY on July 30, 2009.

FINDINGS AND CONCLUSIONS

WHEREFORE, the Board of Supervisors of the County of Riverside, State of California, in regular session assembled on October 20, 2009 finds and concludes that:

1. WHEREAS, the accumulation of rubbish on the real property located at One Parcel on the Northwest Corner of Simpson Road and Beele Road, Winchester, Riverside County, California, also identified as Assessor's Parcel Number 462-020-010 violates Riverside County Ordinance No. 541 and constitutes a public nuisance.

2. WHEREAS, THE OWNER, or any person having possession or control of the premises should abate the condition by removing and disposing all accumulated rubbish from the

subject real property in strict accordance with all Riverside County Ordinances, including but not limited to Riverside County Ordinance No. 541 (RCC Chapter 8.120) within ten (10) days.

3. WHEREAS, THE OWNER IS HEREBY FURTHER NOTICED that the time within which judicial review of the administrative determinations made herein must be sought is ten (10) days from the posting and mailing of the Findings of Fact, Conclusions and Order To Abate Nuisance, and is governed by California Code of Civil Procedure Section 1094.6.

ORDER TO ABATE NUISANCE

IT IS THEREFORE ORDERED that the accumulation of rubbish on THE PROPERTY be abated by THE OWNER or anyone having possession or control of THE PROPERTY, by removing and disposing of all rubbish from the subject real property in strict accordance with all Riverside County Ordinances, including but not limited to Riverside County Ordinance No. 541 (RCC Chapter 8.120) within ten (10) days of the date of this Order to Abate Nuisance.

IT IS FURTHER ORDERED that if the rubbish is not removed and disposed of in strict accordance with all Riverside County Ordinances, including but not limited to Riverside County Ordinance No. 541, within ten (10) days of the date of this Order to Abate Nuisance, the rubbish shall be abated and disposed of by representatives of the Riverside County Code Enforcement, a contractor or the Sheriff's Department upon receipt of an owner's consent or a Court Order authorizing entry onto THE PROPERTY when necessary under applicable law.

IT IS FURTHER ORDERED that reasonable abatement costs, after notice and opportunity for hearing, shall be imposed as a lien on THE PROPERTY, which may be collected as a special assessment against THE PROPERTY pursuant to Government Code section 25845 and Riverside County Ordinance Nos. 541 and 725. Under Riverside County Ordinance No. 725, "abatement costs" means "any costs or expenses reasonably related to the abatement of conditions which violate County Land Use Ordinances, and shall include, but not be limited to, enforcement, investigation, collection and administrative costs, attorneys fees, and the costs associated with the removal or correction of the violation." Reasonable abatement costs accrued by the Code Enforcement

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Department will be recoverable from the property owner(s) even if THE PROPERTY is brought into compliance within ten (10) days of the date of this Order to Abate Nuisance.

Dated: _____

COUNTY OF RIVERSIDE

By _____
Jeff Stone
Chairman, Board of Supervisors

ATTEST:

KECIA HARPER-IHEM

Clerk to the Board

By

Deputy

(SEAL)

FORM APPROVED COUNTY COUNSEL
BY: _____ DATE 10/26/09
JULIE A. KOONS JARVI

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA 8076

FROM: County Counsel/TLMA
Code Enforcement Department

SUBMITTAL DATE:
October 29, 2009

SUBJECT: Order to Abate [Substandard Structure]; (583 BUCK DRIVE, LLC)
Case No.: CV 08-07672
Subject Property: 69025 Buck Drive, Mountain Center; APN 636-154-003
District Three

RECOMMENDED MOTION: Move that

(1) The Findings of Fact, Conclusions and Order to Abate in Case No. CV 08-07672 be approved;

(2) The Chairman of the Board of Supervisors be authorized to execute the Findings of Fact,Conclusions and Order to Abate in Case No. CV 08-07672 and

(3) The Clerk of the Board of Supervisors be authorized to record the Findings of Fact, Conclusions and Order to Abate in Case No. CV 08-07672.

BACKGROUND:

On October 6, 2009, this Board received the Declaration of the Code Enforcement Officer in the above-referenced matter. At the conclusion of the hearing, this Board declared the substandard structure located on the subject property to be a public nuisance. The Board ordered the property owner to abate the violative conditions on the property and directed County Counsel to prepare the Findings of Fact, Conclusion and Order to Abate.

JULIE 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

County Executive Office Signature BY: Tina Grande

Departmental Concurrence

☐ Policy ☐ Policy
X Consent ☒ Consent

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

Prev. Agn. Ref.: 10/06/09; 9.1 | **District:** 3 | **Agenda Number:** 2.15

Form 11 (Rev 06/2003)

RECORDING REQUESTED BY:
Kecia Harper-Ihem, Clerk of the
Board of Supervisors
(Stop #1010)

WHEN RECORDED PLEASE MAIL TO:
Julie Jarvi, Deputy County Counsel
County of Riverside
OFFICE OF COUNTY COUNSEL
3960 Orange Street, Fifth Floor (Stop #1350)
Riverside, CA 92501

[EXEMPT '6103]

BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE

IN RE ABATEMENT OF PUBLIC NUISANCE: [SUBSTANDARD STRUCTURE]; APN: 636-154-003, 69025 BUCK DRIVE, MOUNTAIN CENTER, RIVERSIDE COUNTY, CALIFORNIA; 583 BUCK DRIVE, LLC, OWNER.	CASE NO. CV 08-07672 FINDINGS OF FACT, CONCLUSIONS AND ORDER TO ABATE NUISANCE [R.C.O. Nos. 457 (RCC Title 15) and 725 (RCC Title 1)]

The above-captioned matter came on regularly for hearing on October 6, 2009, before the Board of Supervisors of the County of Riverside, State of California in the Board Room, First Floor Annex, County Administrative Center, 4080 Lemon Street, Riverside, California regarding the real property described as 69025 Buck Drive, Mountain Center, Riverside County, APN: 636-154-003, and referred to hereinafter as "THE PROPERTY."

Julie Jarvi, Deputy County Counsel, appeared along with Brian Black, Supervising Code Enforcement Officer, on behalf of the Director of the Code Enforcement Department.

Owner appeared but did not address the Board of Supervisors.

The Board of Supervisors received the Declaration of the Code Enforcement Officer together with the attached Exhibits, evidencing the substandard structure on THE PROPERTY as a public nuisance and violation of Riverside County Ordinance No. 457 as codified in Riverside County Code Title 15.

SUMMARY OF EVIDENCE

1. Documents of record in the Riverside County Recorder's Office identify the Owner of THE PROPERTY as 583 Buck Drive, LLC ("OWNER").

2. Documents of title indicate that other parties potentially hold a legal interest in THE PROPERTY, to wit: Foreclosure Resources, Inc. and Alan B. Kaitz, et al. (hereinafter "INTERESTED PARTIES").

3. THE PROPERTY was inspected by Code Enforcement Officers on August 29, 2008, October 27, 2008, February 6, 2009, July 30, 2009 and October 5, 2009.

4. During each inspection, a substandard structure (dwelling with attached garage and patio) was observed on THE PROPERTY. The structure was described as an abandoned dwelling under construction. The structure contained numerous deficiencies, including but not limited to: lack of improper water closet, lavatory, bathtub, shower or kitchen sink; lack of hot and cold running water to plumbing fixtures; lack of required electrical lighting; lack of adequate heating facilities; defective or deteriorated flooring or floor supports; members of ceiling, roofs, ceiling and roof supports or other horizontal members which sag, split or buckle due to defective materials or deterioration; dampness of habitable rooms; faulty weather protection; deteriorated or ineffective weather proofing of exterior walls, roof or floors including broken windows or doors, lack of paint or other approved wall covering; general dilapidation or improper maintenance; fire hazard and public and attractive nuisance – abandoned/vacant.

5. THE PROPERTY was determined to be in violation of Riverside County Ordinance No. 457 (RCC Title 15) by the Code Enforcement Officer.

6. A Notice of Noncompliance was recorded on November 13, 2008 as Document Number 2008-0603061 in the Office of the County Recorder, County of Riverside.

7. August 29, 2008, a Notice of Violation, Notice of Defects and "Danger Do Not Enter" sign were posted on THE PROPERTY. On January 7, 2009, Notice of Violation and Notice of Defects were mailed by certified mail, return receipt requested to the OWNER and INTERESTED PARTIES.

8. On July 28, 2009, a "Notice to Correct County Ordinance Violations and Abate

Public Nuisance" providing notice of the public hearing before the Board of Supervisors was mailed by certified mail, return receipt requested, to THE OWNER and INTERESTED PARTIES and posted on THE PROPERTY on July 30, 2009.

FINDINGS AND CONCLUSIONS

WHEREFORE, the Board of Supervisors of the County of Riverside, State of California, in regular session assembled on October 6, 2009 finds and concludes that:

1. WHEREAS, the substandard structure on the real property located at 69025 Buck Drive, Mountain Center, Riverside County, California, also identified as Assessor's Parcel Number 636-154-003 violates Riverside County Ordinance No. 457 and constitutes a public nuisance and attractive nuisance.

2. WHEREAS, THE OWNER, occupants and any person having possession or control of THE PROPERTY should abate the condition by razing, removing and disposing of the substandard structure, including the removal and disposal of all structural debris and materials, and contents therein or by reconstruction of said structure provided that said reconstruction or demolition can be accomplished in strict accordance with all Riverside County Ordinances, including but not limited to Riverside County Ordinance No. 457 within ninety (90) days.

3. WHEREAS, THE OWNER AND INTERESTED PARTIES ARE HEREBY FURTHER NOTICED that the time within which judicial review of the administrative determinations made herein must be sought is ninety (90) days from the posting and mailing of the Findings of Fact, Conclusions and Order To Abate Nuisance, and is governed by California Code of Civil Procedure Section 1094.6.

ORDER TO ABATE NUISANCE

IT IS THEREFORE ORDERED that the substandard structure on THE PROPERTY located at 69025 Buck Drive, Mountain Center, Riverside County, California, also identified as Assessor's Parcel Number 636-154-003 be abated by the OWNER, and anyone having possession or control of THE PROPERTY, by razing and removing the substandard structure including the removal and disposal of all structural debris and materials, as well as the contents therein, or by reconstruction of said structure provided such reconstruction can be accomplished in strict accordance with all

Riverside County Ordinances, including but not limited to Riverside County Ordinance No. 457 within ninety (90) days of the posting and mailing of this Order to Abate Nuisance.

IT IS FURTHER ORDERED that if the substandard structure is not razed, removed and disposed of, or reconstructed in strict accordance with all Riverside County Ordinances, including but not limited to Riverside County Ordinance No. 457, within ninety (90) days of the posting and mailing of this Order to Abate Nuisance, the substandard structure, contents therein, and structural debris and materials, shall be abated by representatives of the Riverside County Code Enforcement Department, a contractor, or the Sheriff's Department upon receipt of the owner's consent or a Court Order, where necessary, under, applicable law authorizing entry onto THE PROPERTY.

FURTHERMORE, THE OWNER is ordered to ascertain the existence or non-existence of asbestos containing materials in said structure by survey and materials sample testing by a duly licensed and certified asbestos consultant; and, prior to the abatement ordered hereinabove, to secure the removal 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 by South Coast Air Quality Management District (SCAQMD).

IT IS FURTHER ORDERED that reasonable abatement costs, after notice and opportunity for hearing, shall be imposed as a lien on THE PROPERTY, which may be collected as a special assessment against THE PROPERTY pursuant to Government Code section 25845 and Riverside County Ordinance Nos. 457 and 725. Under Riverside County Ordinance 725, "abatement costs" means "any costs or expenses reasonably related to the abatement of conditions which violate County Land Use Ordinances, and shall include, but not be limited to, enforcement, investigation, collection and administrative costs, attorneys fees, and the costs associated with the removal or correction of the violation." Reasonable abatement costs accrued by the Code Enforcement Department will be

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recoverable from the property owner(s) even if THE PROPERTY is brought into compliance within ninety (90) days of the date of this Order to Abate Nuisance.

Dated: _____ COUNTY OF RIVERSIDE

By _____
Jeff Stone
Chairman, Board of Supervisors

ATTEST:

KECIA HARPER-IHEM

Clerk to the Board

By

Deputy

(SEAL)

FORM APPROVED COUNTY COUNSEL
BY _____ DATE 10/24/05
JULIE A. KOONS JARVI

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA 906B

FROM: County Counsel/TLMA
Code Enforcement Department

SUBMITTAL DATE: November 12 2009

SUBJECT: Order to Abate [Substandard Structures and Accumulation of Rubbish]
Case No.: CV 08-02186 (FIRST REGIONAL BANK)
Subject Property: North of 88350 Airport Blvd. on Avenue 55, Thermal
APN: 763-370-027
District Four

RECOMMENDED MOTION: Move that

(1) The Findings of Fact, Conclusions and Order to Abate in Case No. CV 08-02186 be approved;

(2) The Chairman of the Board of Supervisors be authorized to execute the Findings of Fact, Conclusions and order to Abate in Case No. CV 08-02186; and

(3) The Clerk of the Board of Supervisors be authorized to record the Findings of Fact, Conclusions and Order to Abate in Case No. CV 08-02186.

(Continued)

JULIE 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

☐ Policy ☐ Policy
X Consent ☒ Consent

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

Prev. Agn. Ref.: 10/27/09 9.4 | **District:** 4 | **Agenda Number:** 2.16

Form 11 (Rev 06/2003)

Order to Abate [Substandard Structures and Accumulation of Rubbish]
Case No.: CV 08-02186
Subject Property: North of 88350 Airport Blvd. on Avenue 55, Thermal
APN: 763-370-027
District Four

BACKGROUND:
On October 27, 2009, this Board received the declaration of the Code Enforcement Officer in the above-referenced matter. At the conclusion of the hearing, this Board declared the substandard structures (outdoor bar with patio, shed, single family dwelling, outdoor bathroom, north stables, south stables, arena and stage/billboard) and accumulation of rubbish on the subject property to be a public nuisance. The Board ordered the property owner to abate the violative conditions on the property and directed County Counsel to prepare the Findings of Fact, Conclusions and Order to Abate.

RECORDING REQUESTED BY:
Kecia Harper-Ihem, Clerk of the
Board of Supervisors
(Stop #1010)

WHEN RECORDED PLEASE MAIL TO:
Julie Jarvi, Deputy County Counsel
County of Riverside
OFFICE OF COUNTY COUNSEL
3960 Orange Street, Fifth Floor (Stop #1350)
Riverside, CA 92501

[EXEMPT'6103]

BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE

IN RE ABATEMENT OF PUBLIC NUISANCE: [SUBSTANDARD STRUCTURES AND ACCUMULATION OF RUBBISH]; APN 763-370-027, NORTH OF 88350 AIRPORT BLVD. ON AVENUE 55, THERMAL, RIVERSIDE COUNTY, CALIFORNIA; FIRST REGIONAL BANK, OWNER.	CASE NO. CV 08-02186 FINDINGS OF FACT, CONCLUSIONS AND ORDER TO ABATE NUISANCE [R.C.O. Nos. 457 (RCC Title 15), 541 (RCC Title 8) and 725 (RCC Title 1)]

The above-captioned matter was continued from September 1, 2009 and came on regularly for hearing on October 27, 2007, before the Board of Supervisors of the County of Riverside, State of Californiain the Board Room, First Floor Annex, County AdministrativeCenter, 4080 Lemon Street, Riverside, Californiaregarding the real property described North of 88350 Airport Blvd. on Avenue 55, Thermal, Riverside County, California, Thermal, Assessor's Parcel Number 763-370-027 and referred to hereinafter as "THE PROPERTY."

Julie Jarvi, Deputy County Counsel, appeared along with Brian Black, Supervising Code Enforcement Officer, on behalf of the Director of the Code Enforcement Department.

No one appeared on behalf of owner.

The Board of Supervisors received the Declaration of the Code Enforcement Officer together with attached Exhibits, evidencing the substandard structure and accumulation of rubbish on THE PROPERTY as violations of Riverside County Ordinance Nos. 457 (Riverside County Code Title 15)

and 541 (Riverside County Code Chapter 8.120), and as a public nuisance.

SUMMARY OF EVIDENCE

1. Documents of record in the Riverside County Recorder's Office identify the owner of THE PROPERTY as First Regional Bank ("OWNER").

2. Documents of title indicate that other parties potentially hold a legal interest in THE PROPERTY, to wit: Thomas Kellen, Raymond Eugene Zivelonghi, Sr., Wirt Enterprises, Inc., Dennis R. Sibson, Patricia M. Sibson, Pacific Mortgage Exchange, Inc., Chicago Title Company and Brighton Properties, Inc.

3. THE PROPERTY was inspected by Code Enforcement Officers on April 16, 2008, May 20, 2008, July 15, 2008, August 7, 2008, October 6, 2008, January 30, 2009 and June 17, 2009.

4. During each inspection, substandard structures (outdoor bar with patio, shed, single family dwelling, outdoor bathroom, north stables, south stables, arena and stage/billboard) was observed on THE PROPERTY. The structures were observed to be abandoned, dilapidated and vacant. The structures contained numerous deficiencies, including but not limited to: faulty weather protection, general dilapidation or improper maintenance, extensive fire damage, abandoned, vacant, attractive and public nuisance.

5. During each inspection an accumulation of rubbish was observed throughout THE PROPERTY consisting of but not limited to: cut/dead vegetation, wood, metal, plastic, furniture, block cement, household items, construction materials and 10-20 discarded tires.

6. THE PROPERTY was determined to be in violation of Riverside County Ordinance No. 457 (RCC Title 15) and 541 (RCC Chapter 8.120) by the Code Enforcement Officer.

7. A Notice of Noncompliance was recorded on July 25, 2008, as Document Number 2008-0408453 in the Office of the County Recorder, County of Riverside.

8. On April 16, 2008, Notices of Violations, Notice of Defects, "Danger - Do Not Enter" and "Do Not Dump" signs were posted on THE PROPERTY. On April 30, 2008, August 16, 2008, and January 9, 2009, Notices of Violations and Notice of Defects were mailed by certified mail, return receipt requested to OWNER and INTERESTED PARTIES.

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9. On June 17, 2009, a "Notice to Abate Nuisance" providing notice of the public hearing before the Board of Supervisors on September 1, 2009, was mailed by certified mail, return receipt requested, to OWNER and INTERESTED PARTIES and was posted on THE PROPERTY.

FINDINGS AND CONCLUSIONS

WHEREFORE, the Board of Supervisors of the County of Riverside, State of California, in regular session assembled on October 27, 2009, finds and concludes that:

1. WHEREAS, the substandard structure (outdoor bar with patio, shed, single family dwelling, outdoor bathroom, north stables, south stables, arena and stage/billboard) and accumulation of rubbish on the real property located at North of 88350 Airport Blvd. on Avenue 55, Thermal, Riverside County, California, also identified as Assessor's Parcel Number 763-370-027 violates Riverside County Ordinance Nos. 457 (RCC Title 15) and 541 (RCC Chapter 8.120) and constitutes a public nuisance.

2. WHEREAS, THE OWNER, occupants and any person having possession or control of THE PROPERTY should abate the substandard structure (outdoor bar with patio, shed, single family dwelling, outdoor bathroom, north stables, south stables, arena and stage/billboard) by razing, removing and disposing of the substandard structures, including the removal and disposal of all structural debris and materials, and contents therein or by reconstruction and rehabilitation of said structure provided that said reconstruction or demolition can be accomplished in strict accordance with all Riverside County Ordinances, including but not limited to Riverside County Ordinance No. 457 within ninety (90) days.

3. WHEREAS, THE OWNER, occupants and any other person having possession or control of THE PROPERTY should abate the accumulation of rubbish by removing and disposing of all rubbish on THE PROPERTY in strict accordance with all Riverside County Ordinances, including but not limited to Riverside County Ordinance No. 541 within ninety(90) days.

4. WHEREAS, THE OWNER IS HEREBY FURTHER NOTICED that the time within which judicial review of the administrative determinations made herein must be sought is ninety (90) days from the posting and mailing of the Findings of Fact, Conclusions and Order To Abate Nuisance, and is governed by California Code of Civil Procedure Section 1094.6.

ORDER TO ABATE NUISANCE

IT IS THEREFORE ORDERED that the substandard structures (outdoor bar with patio, shed, single family dwelling, outdoor bathroom, north stables, south stables, arena and stage/billboard) on THE PROPERTY be abated by the OWNER, specifically First Regional Bank, or anyone having possession or control of THE PROPERTY, by razing and removing the substandard structures including the removal and disposal of all structural debris and materials, as well as the contents therein, or by reconstruction and rehabilitation of said structure provided such reconstruction and rehabilitation can be accomplished in strict accordance with all Riverside County Ordinances, including but not limited to Riverside County Ordinance No. 457 within ninety (90) days of the posting and mailing of this Order to Abate Nuisance.

IT IS FURTHER ORDERED that if the substandard structures (outdoor bar with patio, shed, single family dwelling, outdoor bathroom, north stables, south stables, arena and stage/billboard) are not razed, removed and disposed of, or reconstructed and rehabilitated in strict accordance with all Riverside County Ordinances, including but not limited to Riverside County Ordinance No. 457, within ninety (90) days of the posting and mailing of this Order to Abate Nuisance, the substandard structures, contents therein, and structural debris and materials, shall be abated and disposed of by representatives of the Riverside County Code Enforcement Department, a contractor, or the Sheriff's Department upon receipt of the owner's consent or a Court Order, where necessary, under applicable law authorizing entry onto THE PROPERTY.

FURTHERMORE, THE OWNER is ordered to ascertain the existence or non-existence of asbestos containing materials in said structure by survey and materials sample testing by a duly licensed and certified asbestos consultant; and, prior to the abatement ordered hereinabove, to secure the removal 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 by South Coast Air Quality Management District (SCAQMD).

IT IS FURTHER ORDERED that the accumulation of rubbish on THE PROPERTY be abated by OWNER or anyone having possession or control of THE PROPERTY by removing and disposing of all rubbish on THE PROPERTY in strict accordance with all Riverside County

Ordinances, including but not limited to Riverside County Ordinance No. 541 (RCC Chapter 8.120), within ninety (90) days of the posting and mailing of this Order to Abate Nuisance.

IT IS FURTHER ORDERED that if the accumulation of rubbish is not removed and disposed of in strict accordance with all Riverside County Ordinances, including but not limited to Riverside County Ordinance Nos. 541 (RCC Chapter 8.120) within ninety (90) days of the date of this Order to Abate Nuisance, the accumulation of rubbish shall be abated and disposed of by representatives of the Riverside County Code Enforcement Department, a contractor or the Sheriff's Department upon receipt of an owner's consent or a Court Order when necessary under applicable law.

IT IS FURTHER ORDERED that reasonable abatement costs, after notice and opportunity for hearing, shall be imposed as a lien on THE PROPERTY, which may be collected as a special assessment against THE PROPERTY pursuant to Government Code section 25845 and Riverside County Ordinance Nos. 457 (RCC Title 15), 541 (RCC Chapter 8.120), and 725 (RCC Chapter 1.16). Under Riverside County Ordinance No. 725, "abatement costs" means "any costs or expenses reasonably related to the abatement of conditions which violate County Land Use Ordinances, and shall include, but not be limited to, enforcement, investigation, collection and administrative costs, attorneys fees, and the costs associated with the removal or correction of the violation." Reasonable abatement costs accrued by the Code Enforcement Department will be recoverable from OWNER

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even if THE PROPERTY is brought into compliance within ninety (90) days of the date of this Order to Abate Nuisance.

Dated: _____

COUNTY OF RIVERSIDE

By _____
Jeff Stone
Chairman, Board of Supervisors

ATTEST:

KECIA HARPER-IHEM

Clerk to the Board

By

Deputy

(SEAL)

FORM APPROVED COUNTY COUNSEL
BY: JUDE A. KUNS JARVI DATE 11/2/20

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

806B

FROM: County Counsel/TLMA
Code Enforcement Department

SUBMITTAL DATE:
November 10, 2009

SUBJECT: Order to Abate [Substandard Structure and Accumulation of Rubbish]
Case Nos.: CV 07-8215 & CV 07-9476 (BOCK)
Subject Property: 28751 10th Street, Lake Elsinore
APN: 347-202-002
District Five

RECOMMENDED MOTION: Move that

(1) The Findings of Fact, Conclusions and Order to Abate in Case Nos. CV 07-8215 & CV 07-9476 be approved;

(2) The Chairman of the Board of Supervisors be authorized to execute the Findings of Fact, Conclusions and order to Abate in Case No. CV 07-8215 & CV 07-9476; and

(3) The Clerk of the Board of Supervisors be authorized to record the Findings of Fact, Conclusions and Order to Abate in Case No. CV 07-8215 & CV 07-9476.

JULIE 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

☐ Policy ☐ Policy

X Consent ☒ Consent

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

Prev. Agn. Ref.: 10/06/09; 9.2 | **District:** 5 | **Agenda Number:** 2.17

Form 11 (Rev 06/2003)

Order to Abate [Substandard Structure and Accumulation of Rubbish]
Case No.: CV 07-8215 & CV 07-9476
Subject Property: 28751 10th Street, Lake Elsinore
APN: 347-202-002
District Five

BACKGROUND:
On October 6, 2009, this Board received the declaration of the Code Enforcement Officer in the above-referenced matter. At the conclusion of the hearing, this Board declared the substandard structure (dwelling) and accumulation of rubbish on the subject property to be a public nuisance. The Board ordered the property owner to abate the violative conditions on the property and directed County Counsel to prepare the Findings of Fact, Conclusions and Order to Abate.

RECORDING REQUESTED BY:
Kecia Harper-Ihem, Clerk of the
Board of Supervisors
(Stop #1010)

WHEN RECORDED PLEASE MAIL TO:
Julie Jarvi, Deputy County Counsel
County of Riverside
OFFICE OF COUNTY COUNSEL
3960 Orange Street, Fifth Floor (Stop #1350)
Riverside, CA 92501

[EXEMPT 6103]

BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE

IN RE ABATEMENT OF PUBLIC NUISANCE: [SUBSTANDARD STRUCTURE AND ACCUMULATION OF RUBBISH]; APN 347-202-002, 28751 10th STREET, LAKE ELSINORE, RIVERSIDE COUNTY, CALIFORNIA; DIANE L. BOCK, OWNER.	CASE NOS. CV 07-8215 and CV 07-9476 FINDINGS OF FACT, CONCLUSIONS AND ORDER TO ABATE NUISANCE [R.C.O. Nos. 457 (RCC Title 15), 541 (RCC Title 8) and 725 (RCC Title 1)]

The above-captioned matter came on regularly for hearing on October 6, 2009, before the Board of Supervisors of the County of Riverside, State of California in the Board Room, First Floor Annex, County Administrative Center, 4080 Lemon Street, Riverside, California regarding the real property described 28751 10th Street, Lake Elsinore, Riverside County, Assessor's Parcel Number 347-202-002 and referred to hereinafter as "THE PROPERTY."

Julie Jarvi, Deputy County Counsel, appeared along with Brian Black, Supervising Code Enforcement Officer, on behalf of the Director of the Code Enforcement Department.

No one appeared on behalf of Owner.

The Board of Supervisors received the Declaration of the Code Enforcement Officer together with attached Exhibits, evidencing the substandard structures and accumulation of rubbish on THE PROPERTY as violations of Riverside County Ordinance Nos. 457 (Riverside County Code Title 15) and 541 (Riverside County Code Chapter 8.120), and as a public nuisance.

SUMMARY OF EVIDENCE

1. Documents of record in the Riverside County Recorder's Office identify the owner of THE PROPERTY as Diane L. Bock ("OWNER").

2. Documents of title indicate that other parties potentially hold a legal interest in THE PROPERTY, to-wit: First National Bank and Trust Co., First American Title Insurance Co., Carolyn Hadley and Phillip Hadley and Gertrude C. Thames("INTERESTED PARTIES").

3. THE PROPERTY was inspected by Code Enforcement Officers on November 8, 2007, August 7, 2008, March 19, 2009, July 23, 2009, and September 30, 2009.

4. During each inspection, a substandard structure (dwelling) was observed on THE PROPERTY in a state of general dilapidation. The structure contained numerous deficiencies, including but not limited to: lack of or improper water closet, lavatory, bathtub, shower or kitchen sink; lack of hot and cold running water to plumbing fixtures; lack of required electrical lighting; hazardous wiring; lack of adequate heating facilities; members of ceilings, roofs, ceiling and roof supports or other horizontal members which sag, split or buckle due to defective material or deterioration; dampness of habitable rooms; faulty weather protection; general dilapidation; fire hazard; public and attractive nuisance.

5. During each inspection an accumulation of rubbish was observed throughout THE PROPERTY consisting of but not limited to: a wrecked horse trailer, scrap wood, scrap metal, aluminum, plastic cones, a partial metal shed, refrigerators, furniture, appliances, chicken wire, metal cages, tires, metal barrels, exercise equipment, a large wooden spindle, green waste, cardboard and paper.

6. THE PROPERTY was determined to be in violation of Riverside County Ordinance No. 457 (RCC Title 15) and 541 (RCC Chapter 8.120) by the Code Enforcement Officer.

7. A Notice of Noncompliance was recorded on March 19, 2008, as Document Number 2008-0133625 in the Office of the County Recorder, County of Riverside.

8. On November 8, 2007, Notices of Violation and a "Danger - Do Not Enter" sign was posted on THE PROPERTY. On November 19, 2007, Notices of Violation were mailed by certified mail, return receipt requested to OWNER and Mr. Erin Paul Bock. On December 27, 2007, Notices

of Violation were mailed to OWNER, MR. Erin Paul Bock and INTERESTED PAPRTIES by certified mailed, return receipt requested.

9. On July 22, 2009, a "Notice to Abate Nuisance" providing notice of the public hearing before the Board of Supervisors on October 6, 2009, was mailed by certified mail, return receipt requested, to OWNER and INTERESTED PARTIES and was posted on THE PROPERTY on July 23, 2009.

FINDINGS AND CONCLUSIONS

WHEREFORE, the Board of Supervisors of the County of Riverside, State of California, in regular session assembled on October 6, 2009, finds and concludes that:

1. WHEREAS, the substandard structure (dwelling) and accumulation of rubbish on the real property located at 28751 10th Street, Lake Elsinore, Riverside County, California, also identified as Assessor's Parcel Number 347-202-002 violates Riverside County Ordinance Nos. 457 (RCC Chapter 15.12) and 541 (RCC Chapter 8.120) and constitutes a public nuisance.

2. WHEREAS, THE OWNER, occupants and any person having possession or control of THE PROPERTY should abate the substandard structures condition by razing, removing and disposing of the substandard structure, including the removal and disposal of all structural debris and materials, and contents therein or by reconstruction and rehabilitation of said structures provided that said reconstruction or demolition can be accomplished in strict accordance with all Riverside County Ordinances, including but not limited to Riverside County Ordinance No. 457 within ninety (90) days.

3. WHEREAS, THE OWNER, occupants and any other person having possession or control of THE PROPERTY should abate the accumulation of rubbish by removing and disposing of all rubbish on THE PROPERTY in strict accordance with all Riverside County Ordinances, including but not limited to Riverside County Ordinance No. 541 within ninety (90) days.

4. WHEREAS, THE OWNER AND INTERESTED PARTIES ARE HEREBY FURTHER NOTICED that the time within which judicial review of the administrative determinations made herein must be sought is ninety (90) days from the posting and mailing of the Findings of Fact, Conclusions and Order To Abate Nuisance, and is governed by California Code of

Civil Procedure Section 1094.6.

ORDER TO ABATE NUISANCE

IT IS THEREFORE ORDERED that the substandard structure (dwelling) on THE PROPERTY be abated by the OWNER, specifically Diane L. Bock or anyone having possession or control of THE PROPERTY, by razing and removing the substandard structure including the removal and disposal of all structural debris and materials, as well as the contents therein, or by reconstruction and rehabilitation of said structure provided such reconstruction and rehabilitation can be accomplished in strict accordance with all Riverside County Ordinances, including but not limited to Riverside County Ordinance No. 457 within ninety (90) days of the posting and mailing of this Order to Abate Nuisance.

IT IS FURTHER ORDERED that if the substandard structure is not razed, removed and disposed of, or reconstructed and rehabilitated in strict accordance with all Riverside County Ordinances, including but not limited to Riverside County Ordinance No. 457, within ninety (90) days of the posting and mailing of this Order to Abate Nuisance, the substandard structure, contents therein, and structural debris and materials, shall be abated by representatives of the Riverside County Code Enforcement Department, a contractor, or the Sheriff's Department upon receipt of the owner's consent or a Court Order, where necessary, under applicable law authorizing entry onto THE PROPERTY.

FURTHERMORE, THE OWNER is ordered to ascertain the existence or non-existence of asbestos containing materials in said structures by survey and materials sample testing by a duly licensed and certified asbestos consultant; and, prior to the abatement ordered hereinabove, to secure the removal 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 by South Coast Air Quality Management District (SCAQMD).

IT IS FURTHER ORDERED that the accumulation of rubbish on THE PROPERTY be abated by the OWNER or anyone having possession or control of THE PROPERTY, by removing and disposing of all rubbish from THE PROPERTY in strict accordance with all Riverside County Ordinances, including but not limited to Riverside County Ordinance No. 541 (RCC Chapter 8.120)

within ninety (90) days of the date of this Order to Abate Nuisance.

IT IS FURTHER ORDERED that if the accumulation of rubbish is not removed and disposed of in strict accordance with all Riverside County Ordinances, including but not limited to Riverside County Ordinance Nos. 541 (RCC Chapter 8.120) within ninety (90) days of the date of this Order to Abate Nuisance, the accumulation of rubbish shall be abated by representatives of the Riverside County Code Enforcement Department, a contractor or the Sheriff's Department upon receipt of an owner's consent or a Court Order when necessary under applicable law.

IT IS FURTHER ORDERED that reasonable abatement costs, after notice and opportunity for hearing, shall be imposed as a lien on THE PROPERTY, which may be collected as a special assessment against THE PROPERTY pursuant to Government Code section 25845 and Riverside County Ordinance Nos. 457 (RCC Chapter 15.12), 541 (RCC Chapter 8.120), and 725 (RCC Chapter 1.16). Under Riverside County Ordinance No. 725, "abatement costs" means "any costs or expenses reasonably related to the abatement of conditions which violate County Land Use Ordinances, and shall include, but not be limited to, enforcement, investigation, collection and administrative costs, attorneys fees, and the costs associated with the removal or correction of the violation." Reasonable abatement costs accrued by the Code Enforcement Department will be

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recoverable from THE OWNER even if THE PROPERTY is brought into compliance within ninety (90) days of the date of this Order to Abate Nuisance.

Dated: _____

COUNTY OF RIVERSIDE

By _____
Jeff Stone
Chairman, Board of Supervisors

ATTEST:

KECIA HARPER-IHEM

Clerk to the Board

By

Deputy

(SEAL)

FORM APPROVED COUNTY COUNSEL
BY _____ DATE
JULIE A. KOONS JARVI

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA 905B

FROM: County Counsel/TLMA
Code Enforcement Department

SUBMITTAL DATE:
November 17 2009

SUBJECT: Order to Abate [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 Findings of Fact, Conclusions and Order to Abate in Case No. CV 07-4081 be approved;

(2) The Chairman of the Board of Supervisors be authorized to execute the Findings of Fact, Conclusions and order to Abate in Case No. CV 07-4081; and

(3) The Clerk of the Board of Supervisors be authorized to record the Findings of Fact, Conclusions and Order to Abate in Case No. CV 07-4081.

BACKGROUND:
On October 27, 2009 this Board received the Declaration of the Code Enforcement Officer in the above-referenced matter. At the conclusion of the hearing, this Board declared the excess outside storage on the subject property to be a public nuisance. The Board ordered the property owner to abate the violative conditions on the property and directed County Counsel to prepare the Findings of Fact, Conclusion and Order to Abate.

JULIE 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

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

Prev. Agn. Ref.: 10/27/09; 9.5 | **District:** 5 | **Agenda Number:** 2.18

Form 11 (Rev 06/2003)

RECORDING REQUESTED BY:
Kecia Harper-Ihem, Clerk of the
Board of Supervisors
(Stop #1010)

WHEN RECORDED PLEASE MAIL TO:
Julie Jarvi, Deputy County Counsel
County of Riverside
OFFICE OF COUNTY COUNSEL
3960 Orange Street, Fifth Floor (Stop #1350)
Riverside, CA 92501

[EXEMPT '6103]

BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE

IN RE ABATEMENT OF PUBLIC NUISANCE: [EXCESSIVE OUTSIDE STORAGE]; APN 345-060-064, 25527 HIGHWAY 74, PERRIS, RIVERSIDE COUNTY, CALIFORNIA; RENE L. ROMERO, OWNER.	CASE NO. CV 07-4081 FINDINGS OF FACT, CONCLUSIONS AND ORDER TO ABATE NUISANCE [R.C.O. Nos.348 and 725 R.C.C. Title 17 and 1]

The above-captioned matter came on regularly for hearing on October 27, 2009, before the Board of Supervisors of the County of Riverside, State of California in the Board Room, First Floor Annex, County Administrative Center, 4080 Lemon Street, Riverside, California regarding the real property described as 25527 Highway 74, Perris, Riverside County, APN: 345-060-064 and referred to hereinafter as "THE PROPERTY."

Julie Jarvi, Deputy County Counsel, appeared along with Brian Black, Supervising Code Enforcement Officer, on behalf of the Director of the Code Enforcement Department.

No one appeared on behalf of owner.

The Board of Supervisors received the Declaration of the Code Enforcement Officer, together with attached Exhibits, evidencing the excessive storage of materials on THE PROPERTY as violations of Riverside County Ordinance No. 348 (Riverside County Code Title 17), and as a public nuisance.

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SUMMARY OF EVIDENCE

1. Documents of record in the Riverside County Recorder's Office identify the owner of THE PROPERTY as Rene L. Romero ("OWNER").

2. Documents of title at the time of the inspection indicated that other parties potentially hold a legal interest in THE PROPERTY, to wit: Equi Credit Corp/Secondary Marketing Department and Department of Child Support Services ("INTERESTED PARTIES").

3. THE PROPERTY has been inspected by Code Enforcement Officers on March 19, 2009, June 1, 2009, August 18, 2009 and October 23, 2009.

4. During each inspection, outside storage of materials in excess of 200 square feet were observed on THE PROPERTY. The materials included but were not limited to: appliances and appliance parts. The total area of excess outside storage of materials was approximately five thousand three hundred (5,300) square feet.

5. THE PROPERTY was determined to be in violation of Riverside County Ordinance No. 348 (Riverside County Code Title 17) by the Code Enforcement Officer.

6. A Notice of Noncompliance was recorded on June 22, 2007 as Document Number 2007-0409463 in the Office of the County Recorder, County of Riverside.

7. On March 19, 2009, Notice of Violation was posted on THE PROPERTY. On March 31, 2009, a Notice of Violation was mailed to the OWNER and on May 18, 2009 was mailed to the INTERESTED PARTIES by certified mail, return receipt requested.

8. On August 17, 2009, a "Notice to Abate Nuisance" providing notice of the public hearing before the Board of Supervisors on October 27, 2009, was mailed by certified mail, return receipt requested, to the OWNER and INTERESTED PARTIES and was posted on THE PROPERTY on August 18, 2009.

FINDINGS AND CONCLUSIONS

WHEREFORE, the Board of Supervisors of the County of Riverside, State of California, in regular session assembled on October 27, 2009, finds and concludes that:

1. WHEREAS, the excessive outside storage of materials on the real property located at 25527 Highway 74, Perris, Riverside County, California, also identified as Assessor's Parcel Number 345-

060-064 violates Riverside County Ordinance No. 348 and constitute a public nuisance.

2. WHEREAS, the OWNER, occupants or any person having possession or control of the premises should abate the condition by removing and disposing of the excess outside storage of materials from the subject real property in strict accordance with all Riverside County Ordinances, including but not limited to Riverside County Ordinance No. 348 within ninety (90) days of the posting or mailing of this order.

3. WHEREAS, THE OWNER IS HEREBY FUTHER NOTICED that the time within which judicial review of the administrative determinations made herein must be sought is ninety (90) days from the posting and mailing of the Findings of Fact, Conclusions and Order To Abate Nuisance, and is governed by California Code of Civil Procedure Section 1094.6.

ORDER TO ABATE NUISANCE

IT IS THEREFORE ORDERED that the excess outside storage of materials on THE PROPERTY be abated by the OWNER or anyone having possession or control of THE PROPERTY, by removing and disposing of the outside excess storage of materials from the subject real property in strict accordance with all Riverside County Ordinances, including but not limited to Riverside County Ordinance No. 348 within ninety (90) days of the posting or mailing of this order.

IT IS FURTHER ORDERED that if the materials are not removed and disposed of in strict accordance with all Riverside County Ordinances, including but not limited to Riverside County Ordinance No. 348, within ninety (90) days of the date of this Order, the excess outside storage of materials shall be abated by representatives of the Riverside County Code Enforcement Department, a contractor or the Sheriff's Department upon receipt of an owner's consent or a Court Order when necessary under applicable law.

It is further ordered that reasonable abatement costs, after notice and opportunity for hearing, shall be imposed as a lien on the property, which may be collected as a special assessment against the property pursuant to Government Code section 25845 and Riverside County Ordinance nos. 457, 348, 541, and 725. Under Riverside County Ordinance 725, "abatement costs" means "any costs or expenses reasonably related to the abatement of conditions which violate County Land Use Ordinances, and shall include, but not be limited to, enforcement, investigation, collection and administrative costs, attorneys fees, and the

costs associated with the removal or correction of the violation." Reasonable abatement costs accrued by the Department will be recoverable from the property owner(s) even if the property is brought into compliance within ninety (90) days of the date of this Order to Abate Nuisance.

Dated: _____

COUNTY OF RIVERSIDE

By _____
Jeff Stone
Chairman, Board of Supervisors

ATTEST:

KECIA HARPER-IHEM
Clerk to the Board

By
Deputy

(SEAL)

FORM APPROVED COUNTY COUNSEL
BY JULIE A. KOONS JARVI DATE

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA 810 B

FROM: County Counsel/TLMA
Code Enforcement Department

SUBMITTAL DATE:
November 10, 2009

SUBJECT: Order to Abate [Substandard Structure and Accumulation of Rubbish]
Case Nos.: CV 08-05105 & CV 08-06341; (LEE FAMILY PARTNERSHIP)
Subject Property: 16723 Palm Dr., Desert Hot Springs
APN: 657-060-005
District Five

RECOMMENDED MOTION: Move that

(1) The Findings of Fact, Conclusions and Order to Abate in Case Nos. CV 08-05105 & CV 08-06341be approved;

(2) The Chairman of the Board of Supervisors be authorized to execute the Findings of Fact, Conclusions and order to Abate in Case No. CV 08-05105 & CV 08-06341; and

(3) The Clerk of the Board of Supervisors be authorized to record the Findings of Fact, Conclusions and Order to Abate in Case No. CV 08-05105 & CV 08-06341.

JULIE 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

County Executive Office Signature BY: Tina Grande

Departmental Concurrence

☐ Policy ☐ Policy
☐ Consent ☒ Consent
X

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

Prev. Agn. Ref.: 10/06/09; 9.3 | **District:** 5 | **Agenda Number:** 2.19

Form 11 (Rev 06/2003)

Order to Abate [Substandard Structure and Accumulation of Rubbish]
Case No.: CV 08-05105 & CV 08-06341
Subject Property: 16723 Palm Dr., Desert Hot Springs
APN: 657-060-005
District Five

BACKGROUND:
On October 6, 2009, this Board received the declaration of the Code Enforcement Officer in the above-referenced matter. At the conclusion of the hearing, this Board declared the substandard structure (dwelling) and accumulation of rubbish on the subject property to be a public nuisance. The Board ordered the property owner to abate the violative conditions on the property and directed County Counsel to prepare the Findings of Fact, Conclusions and Order to Abate.

RECORDING REQUESTED BY:
Kecia Harper-Ihem, Clerk of the
Board of Supervisors
(Stop #1010)

WHEN RECORDED PLEASE MAIL TO:
Julie Jarvi, Deputy County Counsel
County of Riverside
OFFICE OF COUNTY COUNSEL
3960 Orange Street, Fifth Floor (Stop #1350)
Riverside, CA 92501

[EXEMPT'6103]

BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE

IN RE ABATEMENT OF PUBLIC NUISANCE: [SUBSTANDARD STRUCTURE AND ACCUMULATION OF RUBBISH]; APN 657-060-005, 16723 PALM DRIVE, DSESERT HOT SPRINGS, RIVERSIDE COUNTY, CALIFORNIA; LEE FAMILY PARTNERSHIP, OWNER.	CASE NOS. CV 08-05105 and CV 08-06341 FINDINGS OF FACT, CONCLUSIONS AND ORDER TO ABATE NUISANCE [R.C.O. Nos. 457 (RCC Title 15), 541 (RCC Title 8) and 725 (RCC Title 1)]

The above-captioned matter came on regularly for hearing on October 6, 2009, before the Board of Supervisors of the County of Riverside, State of California in the Board Room, First Floor Annex, County Administrative Center, 4080 Lemon Street, Riverside, California regarding the real property described 16723 Palm Drive, Desert Hot Springs, Riverside County, Assessor's Parcel Number 657-060-005 and referred to hereinafter as "THE PROPERTY."

Julie Jarvi, Deputy County Counsel, appeared along with Brian Black, Supervising Code Enforcement Officer, on behalf of the Director of the Code Enforcement Department.

No one appeared on behalf of Owner.

The Board of Supervisors received the Declaration of the Code Enforcement Officer together with attached Exhibits, evidencing the substandard structures and accumulation of rubbish on THE PROPERTY as violations of Riverside County Ordinance Nos. 457 (Riverside County Code Title 15) and 541 (Riverside County Code Chapter 8.120), and as a public nuisance.

SUMMARY OF EVIDENCE

1. Documents of record in the Riverside County Recorder's Office identify the owner of THE PROPERTY as Lee Family Partnership ("OWNER").

2. Documents of title indicate that other parties potentially hold a legal interest in THE PROPERTY, to-wit: Shoshone Service Corporation, Jones, Troyan, Coco & Pappas, and Judith Lynn Pilson ("INTERESTED PARTIES").

3. THE PROPERTY was inspected by Code Enforcement Officers on October 22, 2008, November 22, 2008, December 16, 2008, February 17, 2009, July 23, 2009 and October 5, 2009.

4. During each inspection, a substandard structure (dwelling) was observed on THE PROPERTY which appeared to be vacant. The structure contained numerous deficiencies, including but not limited to: dampness of habitable rooms; general dilapidation; lack of siding; abandoned and unsecure; a possible biohazard; graffiti, public and attractive nuisance.

5. During each inspection an accumulation of rubbish was observed throughout THE PROPERTY consisting of but not limited to: broken furniture, scrap metal, scrap lumber, tires, trash, several fifty-five (55) gallon drums, and green waste.

6. THE PROPERTY was determined to be in violation of Riverside County Ordinance No. 457 (RCC Title 15) and 541 (RCC Chapter 8.120) by the Code Enforcement Officer.

7. A Notice of Noncompliance was recorded on November 20, 2008, as Document Number 2008-0618625 in the Office of the County Recorder, County of Riverside.

8. On October 22, 2008, Notices of Violation, a "Danger - Do Not Enter" and a "Do Not Dump" sign was posted on THE PROPERTY. On November 7, 2008, Notice of Violation for the substandard structure was mailed by certified mail, return receipt requested to OWNER and on November 14, 2008 a Notice of Violation for the accumulated rubbish was mailed by certified mail, return receipt requested to OWNER and INTERESTED PARTIES.

9. On July 21, 2009, a "Notice to Abate Nuisance" providing notice of the public hearing before the Board of Supervisors on October 6, 2009, was mailed by certified mail, return receipt requested, to OWNER and INTERESTED PARTIES and was posted on THE PROPERTY on July 23, 2009.

FINDINGS AND CONCLUSIONS

WHEREFORE, the Board of Supervisors of the County of Riverside, State of California, in regular session assembled on October 6, 2009, finds and concludes that:

1. WHEREAS, the substandard structure (dwelling) and accumulation of rubbish on the real property located at 16723 Palm Drive, Desert Hot Springs, Riverside County, California, also identified as Assessor's Parcel Number 657-060-005 violates Riverside County Ordinance Nos. 457 (RCC Chapter 15.12) and 541 (RCC Chapter 8.120) and constitutes a public nuisance.

2. WHEREAS, THE OWNER, occupants and any person having possession or control of THE PROPERTY should abate the substandard structure condition by razing, removing and disposing of the substandard structure, including the removal and disposal of all structural debris and materials, and contents therein or by reconstruction and rehabilitation of said structures provided that said reconstruction or demolition can be accomplished in strict accordance with all Riverside County Ordinances, including but not limited to Riverside County Ordinance No. 457 within ninety (90) days.

3. WHEREAS, THE OWNER, occupants and any other person having possession or control of THE PROPERTY should abate the accumulation of rubbish by removing and disposing of all rubbish on THE PROPERTY in strict accordance with all Riverside County Ordinances, including but not limited to Riverside County Ordinance No. 541 within ninety (90) days.

4. WHEREAS, THE OWNER AND INTERESTED PARTIES ARE HEREBY FURTHER NOTICED that the time within which judicial review of the administrative determinations made herein must be sought is ninety (90) days from the posting and mailing of the Findings of Fact, Conclusions and Order To Abate Nuisance, and is governed by California Code of Civil Procedure Section 1094.6.

ORDER TO ABATE NUISANCE

IT IS THEREFORE ORDERED that the substandard structure (dwelling) on THE PROPERTY be abated by the OWNER, specifically Lee Family Partnership or anyone having possession or control of THE PROPERTY, by razing and removing the substandard structure including the removal and disposal of all structural debris and materials, as well as the contents

therein, or by reconstruction and rehabilitation of said structure provided such reconstruction and rehabilitation can be accomplished in strict accordance with all Riverside County Ordinances, including but not limited to Riverside County Ordinance No. 457 within ninety (90) days of the posting and mailing of this Order to Abate Nuisance.

IT IS FURTHER ORDERED that if the substandard structure is not razed, removed and disposed of, or reconstructed and rehabilitated in strict accordance with all Riverside County Ordinances, including but not limited to Riverside County Ordinance No. 457, within ninety (90) days of the posting and mailing of this Order to Abate Nuisance, the substandard structure, contents therein, and structural debris and materials, shall be abated by representatives of the Riverside County Code Enforcement Department, a contractor, or the Sheriff's Department upon receipt of the owner's consent or a Court Order, where necessary, under applicable law authorizing entry onto THE PROPERTY.

FURTHERMORE, THE OWNER is ordered to ascertain the existence or non-existence of asbestos containing materials in said structures by survey and materials sample testing by a duly licensed and certified asbestos consultant; and, prior to the abatement ordered hereinabove, to secure the removal 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 by South Coast Air Quality Management District (SCAQMD).

IT IS FURTHER ORDERED that the accumulation of rubbish on THE PROPERTY be abated by the OWNER or anyone having possession or control of THE PROPERTY, by removing and disposing of all rubbish from THE PROPERTY in strict accordance with all Riverside County Ordinances, including but not limited to Riverside County Ordinance No. 541 (RCC Chapter 8.120) within ninety (90) days of the date of this Order to Abate Nuisance.

IT IS FURTHER ORDERED that if the accumulation of rubbish is not removed and disposed of in strict accordance with all Riverside County Ordinances, including but not limited to Riverside County Ordinance Nos. 541 (RCC Chapter 8.120) within ninety (90) days of the date of this Order to Abate Nuisance, the accumulation of rubbish shall be abated by representatives of the Riverside County Code Enforcement Department, a contractor or the Sheriff's Department upon receipt of an

owner's consent or a Court Order when necessary under applicable law.

IT IS FURTHER ORDERED that reasonable abatement costs, after notice and opportunity for hearing, shall be imposed as a lien on THE PROPERTY, which may be collected as a special assessment against THE PROPERTY pursuant to Government Code section 25845 and Riverside County Ordinance Nos. 457 (RCC Chapter 15.12), 541 (RCC Chapter 8.120), and 725 (RCC Chapter 1.16). Under Riverside County Ordinance No. 725, "abatement costs" means "any costs or expenses reasonably related to the abatement of conditions which violate County Land Use Ordinances, and shall include, but not be limited to, enforcement, investigation, collection and administrative costs, attorneys fees, and the costs associated with the removal or correction of the violation." Reasonable abatement costs accrued by the Code Enforcement Department will be recoverable from THE OWNER even if THE PROPERTY is brought into compliance within ninety (90) days of the date of this Order to Abate Nuisance.

FORM APPROVED COUNTY COUNSEL
BY JULIE A KOONS JARVI DATE 12/20/05

Dated: _____

COUNTY OF RIVERSIDE

By _____
Jeff Stone
Chairman, Board of Supervisors

ATTEST:

KECIA HARPER-IHEM

Clerk to the Board

By

Deputy

(SEAL)

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

808B

FROM: County Counsel/TLMA
Code Enforcement Department

SUBMITTAL DATE:
November 10, 2009

SUBJECT: Order to Abate [Accumulation of Rubbish]; (AMIDI)
Case No.: CV 08-10174
Subject Property: 1 Parcel North of 19855 King Rd., Whitewater
APN 668-380-015
District Five

RECOMMENDED MOTION: Move that

(1) The Findings of Fact, Conclusions and Order to Abate in Case No. CV 08-10174 be approved;

(2) The Chairman of the Board of Supervisors be authorized to execute the Findings of Fact, Conclusions and Order to Abate in Case No. CV 08-10174 and

(3) The Clerk of the Board of Supervisors be authorized to record the Findings of Fact, Conclusions and Order to Abate in Case No. CV 08-10174.

BACKGROUND:

On October 6, 2009 this Board received the Declaration of the Code Enforcement Officer in the above-referenced matter. At the conclusion of the hearing, this Board declared the accumulation of rubbish located on the subject property to be a public nuisance. The Board ordered the property owner to abate the violative conditions on the property and directed County Counsel to prepare the Findings of Fact, Conclusion and Order to Abate.

JULIE 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

Policy ☐ Consent X — Dep't Recomm.:

Policy ☐ Consent ☒ — Per Exec. Ofc.:

Prev. Agn. Ref.: 10/06/09; 9.4 | **District:** 5 | **Agenda Number:** 2.20

Form 11 (Rev 06/2003)

RECORDING REQUESTED BY:
Kecia Harper-Ihem, Clerk of the
Board of Supervisors
(Stop #1010)

WHEN RECORDED PLEASE MAIL TO:
Julie Jarvi, Deputy County Counsel
County of Riverside
OFFICE OF COUNTY COUNSEL
3960 Orange Street, Fifth Floor (Stop #1350)
Riverside, CA 92501

[EXEMPT 6103]

BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE

IN RE ABATEMENT OF PUBLIC NUISANCE: [ACCUMULATION OF RUBBISH]; APN 668-380-015, ONE PARCEL NORTH OF 19855 KING ROAD, WHITEWATER, RIVERSIDE COUNTY, CALIFORNIA; ANOOSHIRAVAN AMIDI, OWNER.	CASE NO. CV 08-10174 FINDINGS OF FACT, CONCLUSIONS AND ORDER TO ABATE NUISANCE [R.C.O. Nos. 541 (RCC Chapter 8.120) and 725 (RCC Title 1)]

The above-captioned matter came on regularly for hearing on October 6, 2009, before the Board of Supervisors of the County of Riverside, State of California in the Board Room, First Floor Annex, County Administrative Center, 4080 Lemon Street, Riverside, California regarding the real property described as One Parcel North of 19855 King Road, Whitewater, Riverside County, and further described as Assessor's Parcel Number 668-380-015 referred to hereinafter as "THE PROPERTY."

Julie Jarvi, Deputy County Counsel, appeared along with Brian Black, Supervising Code Enforcement Officer, on behalf of the Director of the Code Enforcement Department.

Owner appeared but did not address the Board of Supervisors.

The Board of Supervisors received the Declaration of Code Enforcement Officer together with the attached exhibits, evidencing the accumulation of rubbish on THE PROPERTY as a public nuisance and violation of Riverside County Ordinance No. 541, as codified in Riverside County Code Chapter 8.120.

SUMMARY OF EVIDENCE

1. Documents of record in the Riverside County Recorder's Office identify the OWNER of THE PROPERTY as Anooshiravan Amidi ("OWNER").

2. THE PROPERTY was inspected by Code Enforcement Officers on February 23, 2009, March 11, 2009, July 23, 2009, and October 1, 2009.

3. During each inspection, an accumulation of rubbish was observed on THE PROPERTY. The rubbish consisted of, but was not limited to: household rubbish, spent building materials and green waste.

4. THE PROPERTY was determined to be in violation of Riverside County Ordinance No. 541 (RCC Chapter 8.120) by the Code Enforcement Officer.

5. A Notice of Noncompliance was recorded in the Office of the County Recorder, County of Riverside, State of California on March 6, 2009 as instrument number 2009-0107699.

6. On February 23, 2009 a Notice of Violation was posted on THE PROPERTY. On March 4, 2009, a Notice of Violation was mailed by certified mail, return receipt requested to OWNER.

7. On July 21, 2009, a "Notice to Correct County Ordinance Violations and Abate Public Nuisance" providing notice of the public hearing before the Board of Supervisors on October 6, 2009 was mailed by certified mail, return receipt requested, to the OWNER and was posted on THE PROPERTY on July 23, 2009.

FINDINGS AND CONCLUSIONS

WHEREFORE, the Board of Supervisors of the County of Riverside, State of California, in regular session assembled on October 6, 2009 finds and concludes that:

1. WHEREAS, the accumulation of rubbish on the real property located at One Parcel North of 19855 King Road, Whitewater, Riverside County, California, also identified as Assessor's Parcel Number 668-380-015 violates Riverside County Ordinance No. 541 and constitutes a public nuisance.

2. WHEREAS, THE OWNER, or any person having possession or control of the premises should abate the condition by removing and disposing all accumulated rubbish from the

subject real property in strict accordance with all Riverside County Ordinances, including but not limited to Riverside County Ordinance No. 541 (RCC Chapter 8.120) within ten (10) days.

3. WHEREAS, THE OWNER IS HEREBY FURTHER NOTICED that the time within which judicial review of the administrative determinations made herein must be sought is ten (10) days from the posting and mailing of the Findings of Fact, Conclusions and Order To Abate Nuisance, and is governed by California Code of Civil Procedure Section 1094.6.

ORDER TO ABATE NUISANCE

IT IS THEREFORE ORDERED that the accumulation of rubbish on THE PROPERTY be abated by THE OWNER or anyone having possession or control of THE PROPERTY, by removing and disposing of all rubbish from the subject real property in strict accordance with all Riverside County Ordinances, including but not limited to Riverside County Ordinance No. 541 (RCC Chapter 8.120) within ten (10) days of the date of this Order to Abate Nuisance.

IT IS FURTHER ORDERED that if the rubbish is not removed and disposed of in strict accordance with all Riverside County Ordinances, including but not limited to Riverside County Ordinance No. 541, within ten (10) days of the date of this Order to Abate Nuisance, the rubbish shall be abated and disposed of by representatives of the Riverside County Code Enforcement, a contractor or the Sheriff's Department upon receipt of an owner's consent or a Court Order authorizing entry onto THE PROPERTY when necessary under applicable law.

IT IS FURTHER ORDERED that reasonable abatement costs, after notice and opportunity for hearing, shall be imposed as a lien on THE PROPERTY, which may be collected as a special assessment against THE PROPERTY pursuant to Government Code section 25845 and Riverside County Ordinance Nos. 541 and 725. Under Riverside County Ordinance No. 725, "abatement costs" means "any costs or expenses reasonably related to the abatement of conditions which violate County Land Use Ordinances, and shall include, but not be limited to, enforcement, investigation, collection and administrative costs, attorneys fees, and the costs associated with the removal or correction of the violation." Reasonable abatement costs accrued by the Code Enforcement

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Department will be recoverable from the property owner(s) even if THE PROPERTY is brought into compliance within ten (10) days of the date of this Order to Abate Nuisance.

Dated: _____ COUNTY OF RIVERSIDE

By _____
Jeff Stone
Chairman, Board of Supervisors

ATTEST:

KECIA HARPER-IHEM

Clerk to the Board

By

Deputy

(SEAL)

FORM APPROVED COUNTY COUNSEL
BY JULIE A KOONS JARVI DATE 10/26/07

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

9.67B

FROM: County Counsel/TLMA
Code Enforcement Department

SUBMITTAL DATE:
November 12, 2009

SUBJECT: Order to Abate [Accumulation of Rubbish];
Case No.: CV 09-00841 (CRAIG)
Subject Property: 1 Parcel North of 15610 Avenida Rambla, Desert Hot Springs
APN 656-242-020
District Five

RECOMMENDED MOTION: Move that

(1) The Findings of Fact, Conclusions and Order to Abate in Case No. CV 09-00841 be approved;

(2) The Chairman of the Board of Supervisors be authorized to execute the Findings of Fact,Conclusions and Order to Abate in Case No. CV 09-00841; and

(3) The Clerk of the Board of Supervisors be authorized to record the Findings of Fact, Conclusions and Order to Abate in Case No. CV 09-00841.

Departmental Concurrence

BACKGROUND:
On October 27, 2009 this Board received the Declaration of the Code Enforcement Officer in the above-referenced matter. At the conclusion of the hearing, this Board declared the accumulation of rubbish located on the subject property to be a public nuisance. The Board ordered the property owner to abate the violative conditions on the property and directed County Counsel to prepare the Findings of Fact, Conclusion and Order to Abate.

JULIE 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

Dep't Recomm.: X Consent ☐ Policy

Per Exec. Ofc.: ☒ Consent ☐ Policy

Prev. Agn. Ref.: 10/27/09; 9.8 | **District:** 5 | **Agenda Number:** 2.21

Form 11 (Rev 06/2003)

RECORDING REQUESTED BY:
Kecia Harper-Ihem, Clerk of the
Board of Supervisors
(Stop #1010)

WHEN RECORDED PLEASE MAIL TO:
Julie Jarvi, Deputy County Counsel
County of Riverside
OFFICE OF COUNTY COUNSEL
3960 Orange Street, Fifth Floor (Stop #1350)
Riverside, CA 92501

[EXEMPT 6103]

BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE

IN RE ABATEMENT OF PUBLIC NUISANCE: [ACCUMULATION OF RUBBISH]; APN 656-242-020, ONE PARCEL NORTH OF 15610 AVENIDA RAMBLA, DESERT HOT SPRINGS, RIVERSIDE COUNTY, CALIFORNIA; GLORIA CRAIG, OWNER.	CASE NO. CV 09-00841 FINDINGS OF FACT, CONCLUSIONS AND ORDER TO ABATE NUISANCE [R.C.O. Nos. 541 (RCC Chapter 8.120) and 725 (RCC Title 1)]

The above-captioned matter came on regularly for hearing on October 27, 2009, before the Board of Supervisors of the County of Riverside, State of California in the Board Room, First Floor Annex, County Administrative Center, 4080 Lemon Street, Riverside, California regarding the real property described as One Parcel North of 15610 Avenida Rambla, Desert Hot Springs, Riverside County, and further described as Assessor's Parcel Number 656-242-020 referred to hereinafter as "THE PROPERTY."

Julie Jarvi, Deputy County Counsel, appeared along with Brian Black, Supervising Code Enforcement Officer, on behalf of the Director of the Code Enforcement Department.

The property owner's son, Eric Craig, appeared but did not address the Board of Supervisors.

The Board of Supervisors received the Declaration of Code Enforcement Officer together with the attached exhibits, evidencing the accumulation of rubbish on THE PROPERTY as a public nuisance and violation of Riverside County Ordinance No. 541, as codified in Riverside County

Code Chapter 8.120.

SUMMARY OF EVIDENCE

1. Documents of record in the Riverside County Recorder's Office identify the OWNER of THE PROPERTY as Gloria Craig ("OWNER").

2. THE PROPERTY was inspected by the Code Enforcement Technician on June 1, 2009, June 15, 2009, August 19, 2009 and October 22, 2009.

3. During each inspection, an accumulation of rubbish was observed on THE PROPERTY. The rubbish consisted of, but was not limited to: household rubbish, spent building materials and green waste.

4. THE PROPERTY was determined to be in violation of Riverside County Ordinance No. 541 (RCC Chapter 8.120) by the Code Enforcement Officer.

5. A Notice of Noncompliance was recorded in the Office of the County Recorder, County of Riverside, State of California on June 19, 2009 as instrument number 2009-0314481.

7. On June 1, 2009, and June 15, 2009 Notices of Violation were posted on THE PROPERTY. On June 12, 2009, Notice of Violation was mailed by certified mail, return receipt requested to OWNER.

8. On August 18, 2009, a "Notice to Correct County Ordinance Violations and Abate Public Nuisance" providing notice of the public hearing before the Board of Supervisors on October 27, 2009 was mailed by certified mail, return receipt requested, to the OWNER and posted on THE PROPERTY on August 19, 2009.

FINDINGS AND CONCLUSIONS

WHEREFORE, the Board of Supervisors of the County of Riverside, State of California, in regular session assembled on October 27, 2009 finds and concludes that:

1. WHEREAS, the accumulation of rubbish on the real property located at One Parcel North of 15610 Avenida Rambla, Desert Hot Springs, Riverside County, California, also identified as Assessor's Parcel Number 656-242-020 violates Riverside County Ordinance No. 541 and constitutes a public nuisance.

/ / /

2. WHEREAS, THE OWNER, or any person having possession or control of the premises should abate the condition by removing and disposing all accumulated rubbish from the subject real property in strict accordance with all Riverside County Ordinances, including but not limited to Riverside County Ordinance No. 541 (RCC Chapter 8.120) within ninety (90) days.

3. WHEREAS, THE OWNER IS HEREBY FURTHER NOTICED that the time within which judicial review of the administrative determinations made herein must be sought is ninety (90) days from the posting and mailing of the Findings of Fact, Conclusions and Order To Abate Nuisance, and is governed by California Code of Civil Procedure Section 1094.6.

ORDER TO ABATE NUISANCE

IT IS THEREFORE ORDERED that the accumulation of rubbish on THE PROPERTY be abated by THE OWNER or anyone having possession or control of THE PROPERTY, by removing and disposing of all rubbish from the subject real property in strict accordance with all Riverside County Ordinances, including but not limited to Riverside County Ordinance No. 541 (RCC Chapter 8.120) within ninety (90) days of the date of this Order to Abate Nuisance.

IT IS FURTHER ORDERED that if the rubbish is not removed and disposed of in strict accordance with all Riverside County Ordinances, including but not limited to Riverside County Ordinance No. 541, within ninety (90) days of the date of this Order to Abate Nuisance, the rubbish shall be abated and disposed of by representatives of the Riverside County Code Enforcement, a contractor or the Sheriff's Department upon receipt of an owner's consent or a Court Order authorizing entry onto THE PROPERTY when necessary under applicable law.

IT IS FURTHER ORDERED that reasonable abatement costs, after notice and opportunity for hearing, shall be imposed as a lien on THE PROPERTY, which may be collected as a special assessment against THE PROPERTY pursuant to Government Code section 25845 and Riverside County Ordinance Nos. 541 and 725. Under Riverside County Ordinance No. 725, "abatement costs" means "any costs or expenses reasonably related to the abatement of conditions which violate County Land Use Ordinances, and shall include, but not be limited to, enforcement, investigation, collection and administrative costs, attorneys fees, and the costs associated with the removal or correction of the violation." Reasonable abatement costs accrued by the Code Enforcement

Department will be recoverable from the property owner(s) even if THE PROPERTY is brought into compliance within ninety (90) days of the date of this Order to Abate Nuisance.

Dated: _____

COUNTY OF RIVERSIDE

By _____
Jeff Stone
Chairman, Board of Supervisors

ATTEST:

KECIA HARPER-IHEM

Clerk to the Board

By

Deputy

(SEAL)

FORM APPROVED COUNTY COUNSEL
BY: JULIE A. KOONS JARVI DATE 11/2/05

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

832A

FROM: County Counsel

SUBMITTAL DATE:
October 26, 2009

SUBJECT: Ordinance No. 348.4668

RECOMMENDED MOTION: That the Board of Supervisors adopt Ordinance No. 348.4668 amending the zoning in the Little Lake District shown on Map No. 35.036 Change of Zone Case No. 7522.

BACKGROUND: Change of Zone Case No. 7522 was tentatively approved by the Board of Supervisors on June 23, 2009.

Departmental Concurrence

Pamela J. Walls, County Counsel DAVID H. K. HUFF

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:

APPROVED
BY: Tina Grande

County Executive Office Signature

Dep't Recomm.: ☒ Consent ☐ Policy

Per Exec. Ofc.: ☒ Consent ☐ Policy

Prev. Agn. Ref.: | **District:** Third | **Agenda Number:** 2.22

Form 11 (Rev 06/2003)

ORDINANCE NO. 348.4668

AN ORDINANCE OF THE COUNTY OF RIVERSIDE

AMENDING ORDINANCE NO. 348 RELATING TO ZONING

The Board of Supervisors of the County of Riverside ordains as follows:

Section 1. Section 4.1 of Ordinance No. 348, and Little Lake District Zoning Plan Map No. 35. as amended, are further amended by placing in effect in the zone or zones as shown on the map entitled "Change of Official Zoning Plan, Little Lake District, Map No. 35.036 Change of Zone Case No. 7522," which map is made a part of this ordinance.

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, Board of Supervisors

ATTEST:

Clerk of the Board

By:_____
Deputy

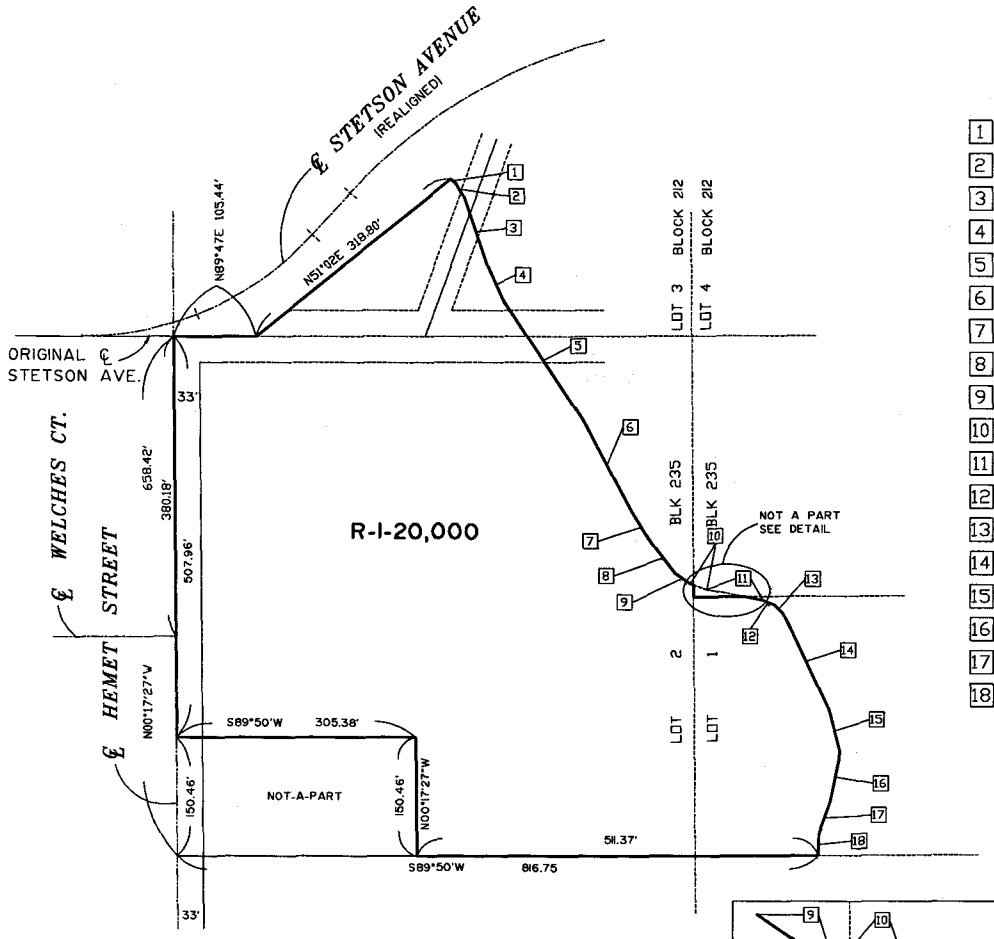
(SEAL)

APPROVED AS TO FORM
October 27, 2009

By:_____
DAVID H.K. HUFF
Deputy County Counsel

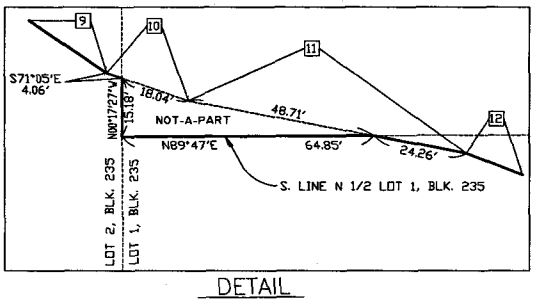
DHKH/mdk
10/26/09
G:\PROPERTY\MDUSEK\CZ ZONING ORD & FORM11\FORMAT.348\4668.DOC

SEC. 19 T. 5S., R. 1E. S.B.B. & M.



COURSE DATA

1	S 49°26' E	9.00'
2	S 31°04' E	19.86'
3	S 18°54' E	93.00'
4	S 24°43' E	49.63'
5	S 33°55' E	178.12'
6	S 28°05' E	132.00'
7	S 32°00' E	47.50'
8	S 38°00' E	48.15'
9	S 56°15' E	24.22
10	S 71°05' E	22.10'
11	S 79°15' E	72.97'
12	S 68°57' E	15.57'
13	S 45°42' E	15.71'
14	S 25°14' E	136.60'
15	S 14°39' E	54.83'
16	S 11°07' W	64.27'
17	S 20°04' W	43.74'
18	S 01°34' W	26.94'

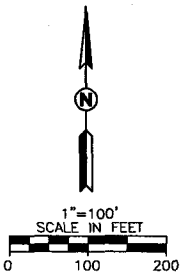


DETAIL
NOT TO SCALE

LEGEND

R-1-20,000

ONE-FAMILY DWELLING, 20,000 SF MIN LOT.



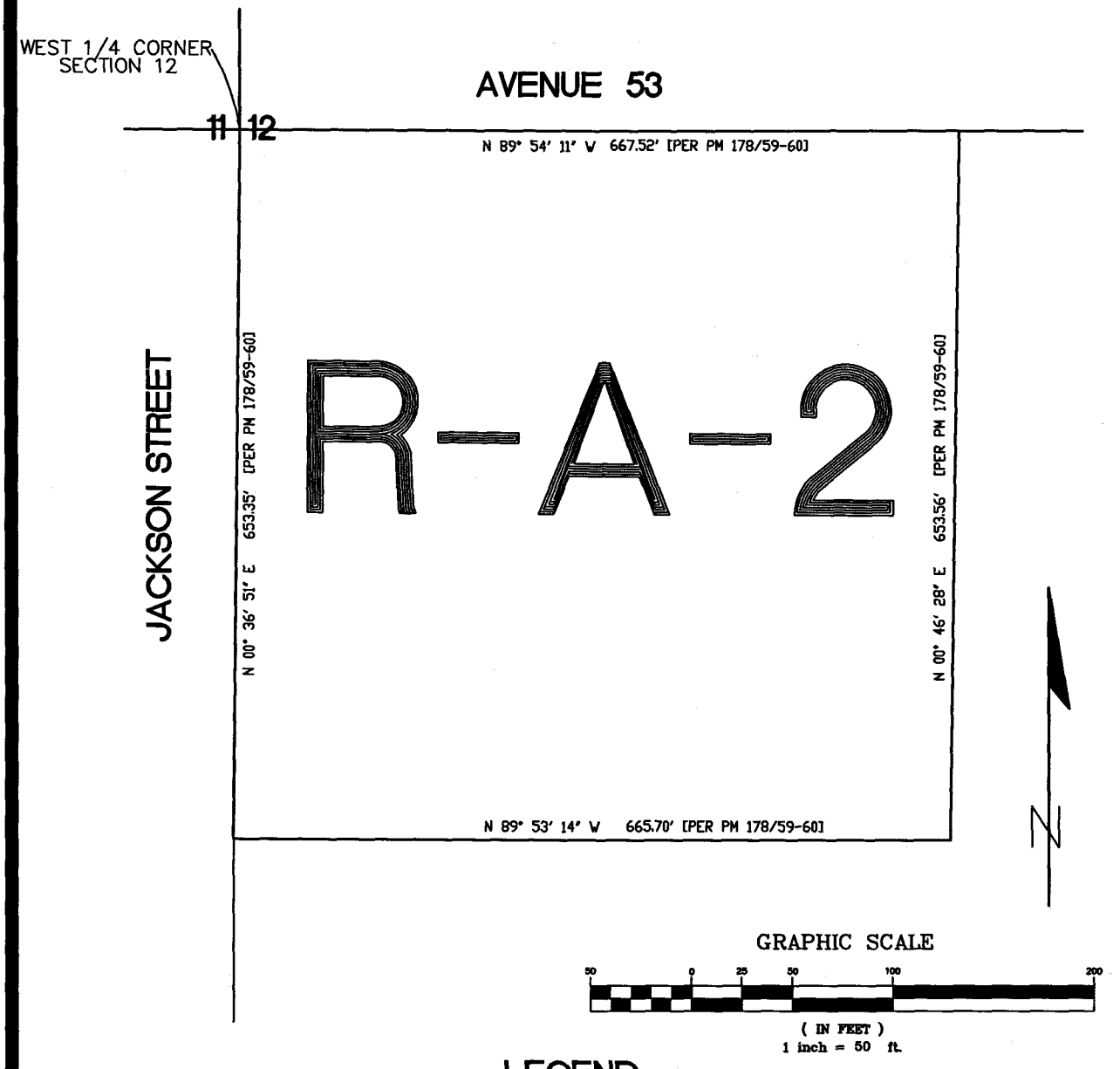
MAP NO. 35.036

CHANGE OF OFFICIAL ZONING PLAN
LITTLE LAKE
DISTRICT

CHANGE OF ZONE CASE NO. 7522
AMENDING ORDINANCE NO. 348
ADOPTED BY ORDINACE NO. 348.4668
DATE: NOVEMBER 24, 2009
RIVERSIDE COUNTY BOARD OF SUPERVISORS

ASSESORS PARCEL NO. 555-310-013 & 555-310-014

SECTION 12, T. 6 S., R. 7 E., S .B. M.



LEGEND

R-A-2 RESIDENTIAL AGRICULTURE(2-ACRE MINIMUM)

MAP NO. 41.080

CHANGE OF OFFICIAL ZONING PLAN
LOWER COACHELLA VALLEY
DISTRICT

CHANGE OF ZONE CASE NO. 07304
AMENDING ORDINANCE NO. 348
ADOPTED BY ORDINANCE NO. 348.4671
NOVEMBER 24, 2009
RIVERSIDE COUNTY BOARD OF SUPERVISORS

REGISTERED PROFESSIONAL ENGINEER
ROBERT J. MAINTERO
C25658
Exp. 12-31-09
CIVIL
STATE OF CALIFORNIA

ASSESSOR'S PARCEL NO. 767-280-009

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

§ 33 A

FROM: County Counsel

SUBMITTAL DATE:
October 26, 2009

SUBJECT: Ordinance No. 348.4669

RECOMMENDED MOTION: That the Board of Supervisors adopt Ordinance No. 348.4669 amending the zoning in the Rancho California Area shown on Map No. 2.2317 Change of Zone Case No. 6986.

BACKGROUND: Change of Zone Case No. 6986 was tentatively approved by the Board of Supervisors on October 20, 2009.

Departmental Concurrence

Pamela J. Walls, County Counsel for Michelle Clack

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

☐ Policy ☐ Policy

☒ Consent ☐ Consent

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

Prev. Agn. Ref.: | **District:** FIRST | **Agenda Number:** 2.23

Form 11 (Rev 06/2003)

ORDINANCE NO. 348.4669

AN ORDINANCE OF THE COUNTY OF RIVERSIDE

AMENDING ORDINANCE NO. 348 RELATING TO ZONING

The Board of Supervisors of the County of Riverside Ordains as Follows:

Section 1. Section 4.1 of Ordinance No. 348, and official Zoning Plan Map No. 2, as amended, are further amended by placing in effect in the Rancho California Area, the zone or zones as shown on the map entitled "Change of Official Zoning Plan Amending Ordinance No. 348, Map No. 2.2317, Change of Zone Case No. 6986" which map is made a part of this ordinance.

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, Board of Supervisors

ATTEST:

Clerk of the Board

By:_____
Deputy

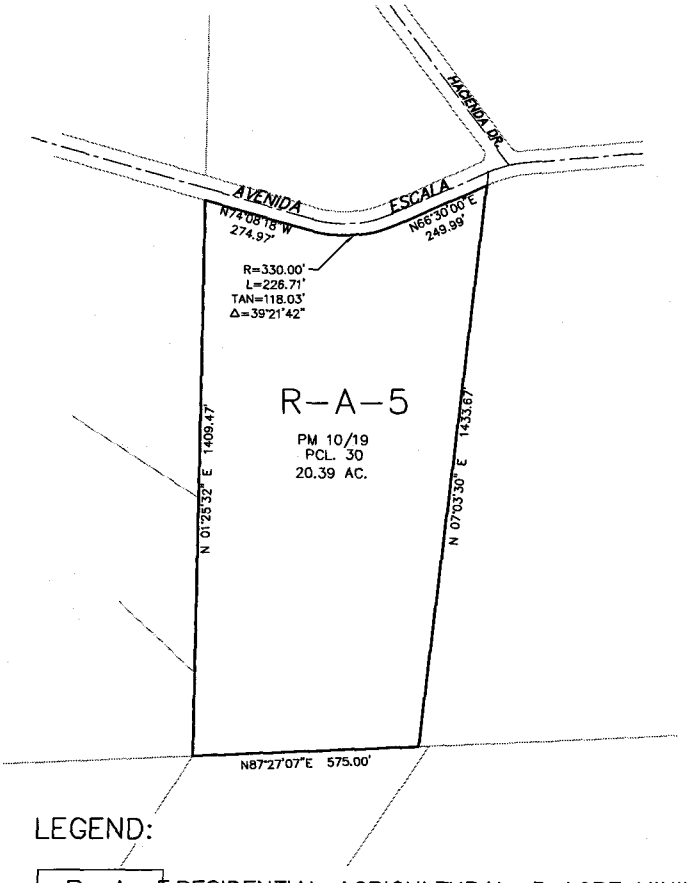
(SEAL)

APPROVED AS TO FORM
October 29, 2009

By:_____
MICHELLE CLACK
Deputy County Counsel

MPC/mdk
10/26/09
G:\PROPERTY\MDUSEK\CZ ZONING ORD & FORM11\FORMAT.348\4669.DOC

RANCHO CALIFORNIA AREA
SECTION 6, T.8.S., R.4.W., S.B.B.&M.



LEGEND:

R-A-5 RESIDENTIAL AGRICULTURAL, 5 ACRE MINIMUM

MAP NO. 2.2317

CHANGE OF OFFICIAL ZONING PLAN

AMENDING

MAP NO. 2, ORDINANCE NO. 348

CHANGE OF ZONE NO. 06986

ADOPTED BY ORDINANCE NO. 348.4669

NOVEMBER **24**, 2009

GRAPHIC SCALE

100 0 100 200

(IN FEET)

1 inch = 200 ft.

ASSESSOR'S PARCEL No.

932-280-007

RIVERSIDE COUNTY BOARD OF SUPERVISORS

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

834A

FROM: County Counsel

SUBMITTAL DATE:
October 26, 2009

SUBJECT: Ordinance No. 348.4670

RECOMMENDED MOTION: That the Board of Supervisors adopt Ordinance No. 348.4670 amending the zoning in the Prado-Mira Loma District shown on Map No. 38.140 Change of Zone Case No. 7073.

BACKGROUND: Change of Zone Case No. 7073 was tentatively approved by the Board of Supervisors on June 23, 2009.

Departmental Concurrence

Pamela J. Walls, County Counsel for Michelle Clack

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.: ☐ Policy ☒ Consent
Per Exec. Ofc.: ☐ Policy ☒ Consent

Prev. Agn. Ref.: | **District:** Second | **Agenda Number:** 2.24

Form 11 (Rev 06/2003)

ORDINANCE NO. 348.4670

AN ORDINANCE OF THE COUNTY OF RIVERSIDE

AMENDING ORDINANCE NO. 348 RELATING TO ZONING

The Board of Supervisors of the County of Riverside ordains as follows:

Section 1. Section 4.1 of Ordinance No. 348, and Prado-Mira Loma District Zoning Plan Map No. 38. as amended, are further amended by placing in effect in the zone or zones as shown on the map entitled "Change of Official Zoning Plan, Prado-Mira Loma District, Map No. 38.140 Change of Zone Case No. 7073," which map is made a part of this ordinance.

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, Board of Supervisors

ATTEST:

Clerk of the Board

By:_____
Deputy

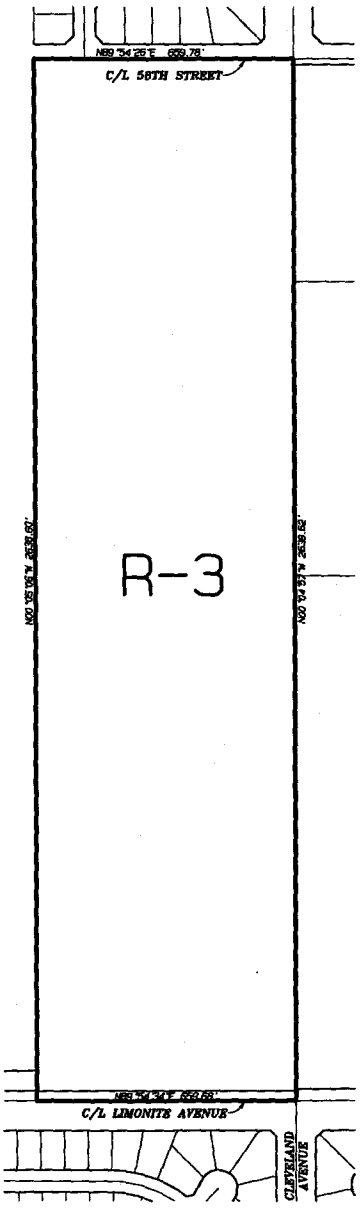
(SEAL)

APPROVED AS TO FORM
October 27, 2009

By:_____
MICHELLE CLACK
Deputy County Counsel

MPC/mdk
10/26/09
G:\PROPERTY\MDUSEK\CZ ZONING ORD & FORM11\FORMAT.348\4670.DOC

SEC. 24, T.2S., R.7W. S.B.M.



LEGEND

R-3 GENERAL RESIDENTIAL

SCALE IN FEET
0 200

MAP NO. 38.140

CHANGE OF OFFICIAL ZONING PLAN
PRADO - MIRA LOMA
DISTRICT

CHANGE OF ZONE CASE NO. 7073
AMENDING ORDINANCE NO. 348
ADOPTED BY ORDINANCE NO. 348.4670
ADOPTION DATE: NOVEMBER 24, 2009
RIVERSIDE COUNTY BOARD OF SUPERVISORS

APN 164-030-027

G:\2004\04-0051\04005002 official plat.prv\Oct 23, 2009

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

$35 A

FROM: County Counsel

SUBMITTAL DATE:
October 27, 2009

SUBJECT: Ordinance No. 348.4671

RECOMMENDED MOTION: That the Board of Supervisors adopt Ordinance No. 348.4671 amending the zoning in the Lower Coachella Valley District shown on Map No. 41.080 Change of Zone Case No. 7304.

BACKGROUND: Change of Zone Case No. 7304 was tentatively approved by the Board of Supervisors on May 6, 2008.

Departmental Concurrence

Tiffany North 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

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

Prev. Agn. Ref.: | **District:** Fourth | **Agenda Number:** 2.25

ORDINANCE NO. 348.4671

AN ORDINANCE OF THE COUNTY OF RIVERSIDE

AMENDING ORDINANCE NO. 348 RELATING TO ZONING

The Board of Supervisors of the County of Riverside ordains as follows:

Section 1. Section 4.1 of Ordinance No. 348, and Lower Coachella Valley District Zoning Plan Map No. 41. as amended, are further amended by placing in effect in the zone or zones as shown on the map entitled "Change of Official Zoning Plan, Lower Coachella Valley District, Map No. 41.080 Change of Zone Case No. 7304," which map is made a part of this ordinance.

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, Board of Supervisors

ATTEST:

Clerk of the Board

By:_____
Deputy

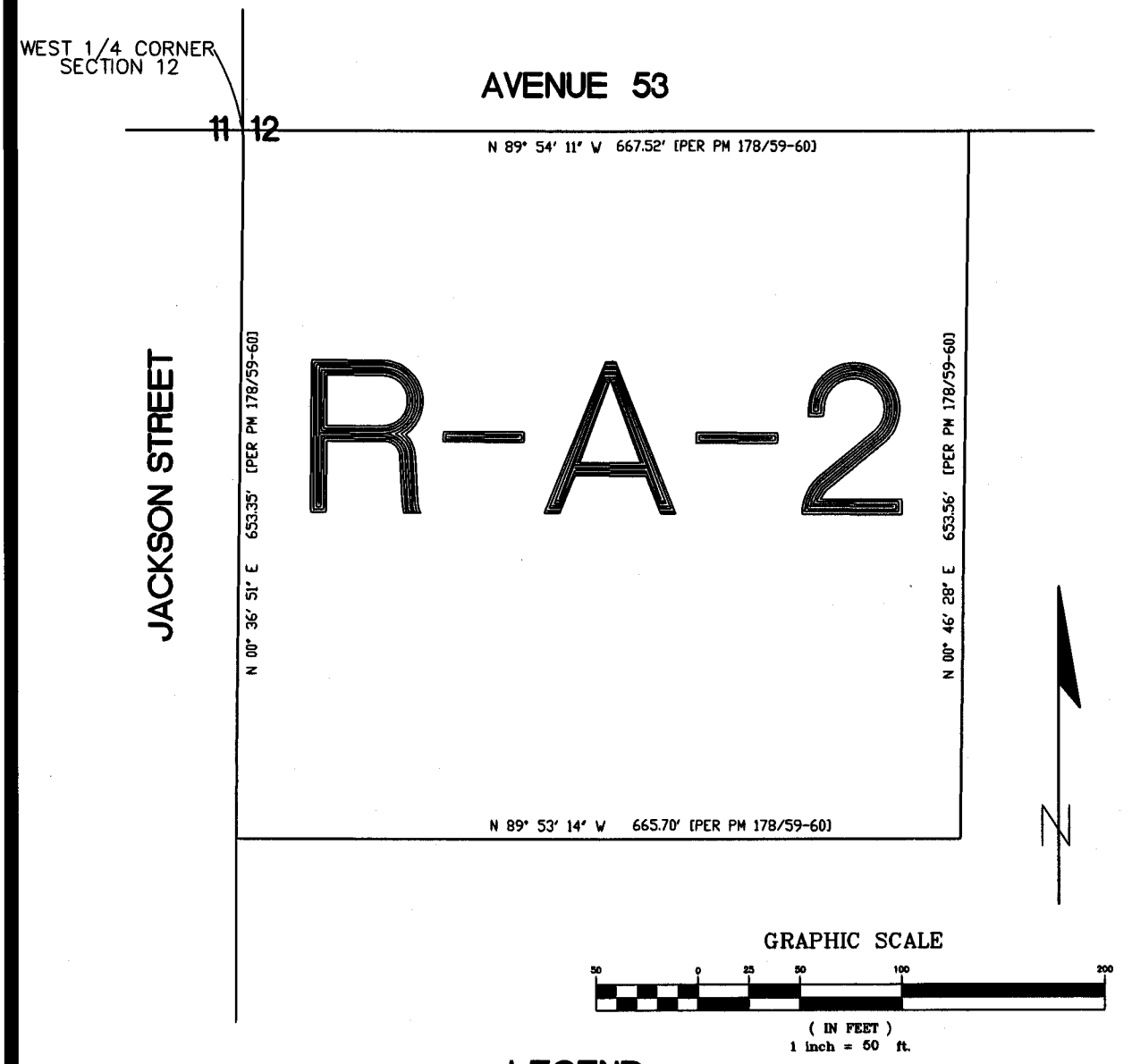
(SEAL)

APPROVED AS TO FORM
October 28, 2009

By:_____
TIFFANY N. NORTH
Deputy County Counsel

TNN/mdk
10/27/09
G:\PROPERTY\MDUSEK\CZ ZONING ORD & FORM11\FORMAT.348\4671.DOC

SECTION 12, T. 6 S., R. 7 E., S .B. M.



GRAPHIC SCALE

50 0 25 50 100 200

(IN FEET)

1 inch = 50 ft.

LEGEND

R-A-2 RESIDENTIAL AGRICULTURE(2-ACRE MINIMUM)

MAP NO. 41.080

CHANGE OF OFFICIAL ZONING PLAN
LOWER COACHELLA VALLEY
DISTRICT

CHANGE OF ZONE CASE NO. 07304

AMENDING ORDINANCE NO. 348

ADOPTED BY ORDINANCE NO. 348.4671

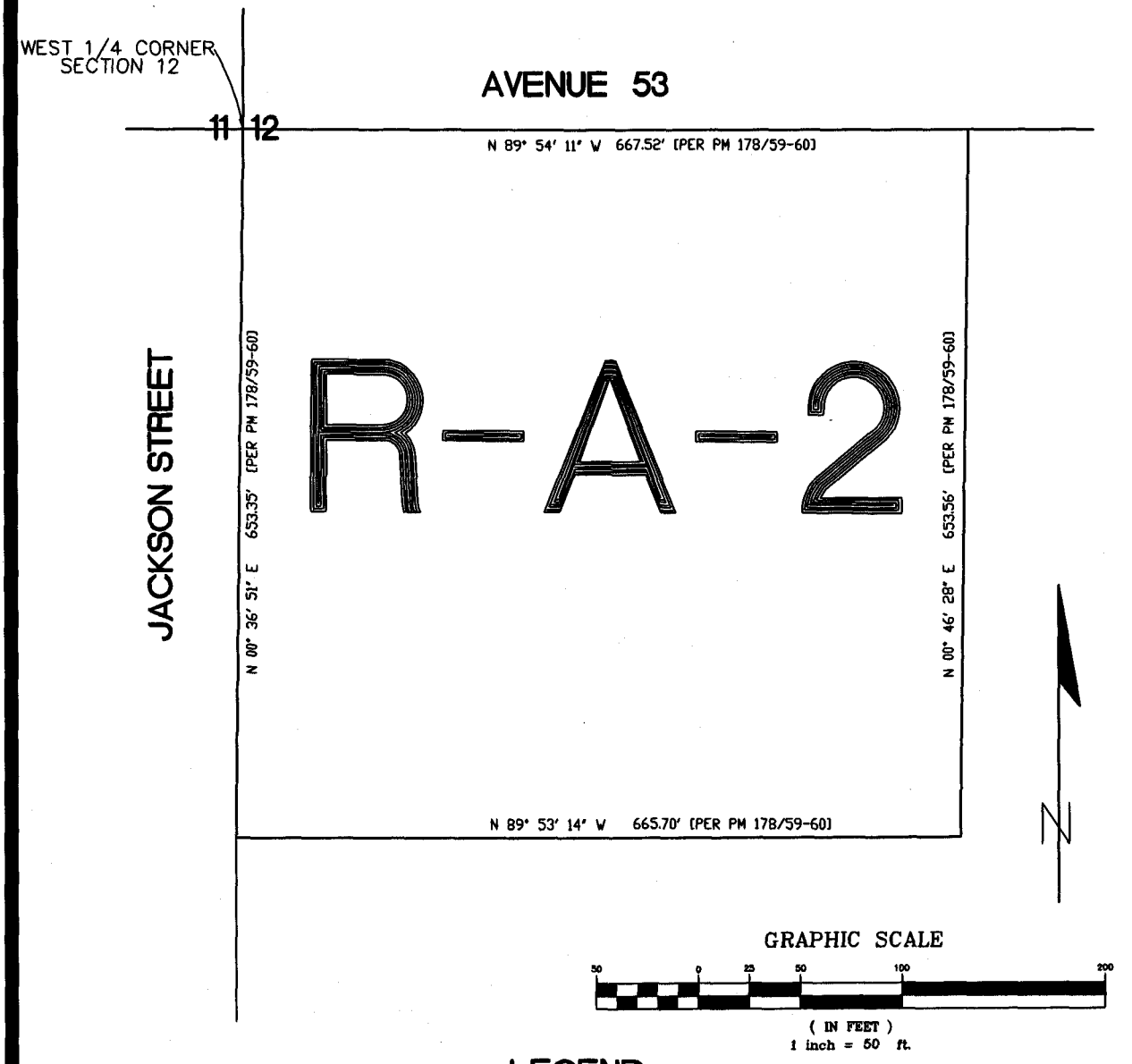
NOVEMBER 10, 2009

RIVERSIDE COUNTY BOARD OF SUPERVISORS

REGISTERED PROFESSIONAL ENGINEER
ROBERT J. MAINIERO
C25658
Exp. 12-31-09
CIVIL
STATE OF CALIFORNIA

ASSESSOR'S PARCEL NO. 767-280-009

SECTION 12, T. 6 S., R. 7 E., S .B. M.



LEGEND

R-A-2 RESIDENTIAL AGRICULTURE(2-ACRE MINIMUM)

MAP NO. 41.080

CHANGE OF OFFICIAL ZONING PLAN
LOWER COACHELLA VALLEY
DISTRICT

CHANGE OF ZONE CASE NO. 07304
AMENDING ORDINANCE NO. 348
ADOPTED BY ORDINANCE NO. 348.4671
NOVEMBER 10, 2009
RIVERSIDE COUNTY BOARD OF SUPERVISORS

REGISTERED PROFESSIONAL ENGINEER
ROBERT J. MAINIERO
C25658
Exp. 12-31-09
CIVIL
STATE OF CALIFORNIA

ASSESSOR'S PARCEL NO. 767-280-009

934A

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

FROM: RIVERSIDE COUNTY OFFICE ON AGING

SUBMITTAL DATE:
November 10, 2009

SUBJECT: Approval of the Office on Aging's 2008–2009 Year End Report to Strategic Plan "Strength in Aging"

RECOMMENDED MOTION: That the Board of Supervisors:

1. Receive and file the following: Transmittal Letter for 2008-2009 Strategic Plan Year End Report.
2. Direct the Clerk of the Board to return the Transmittal Letter to the Office on Aging for further processing.

BACKGROUND:

Consistent with the 2005-2009 Strategic Plan, titled "Strength in Aging," approved by the Board on April 26, 2005 as agenda item 3.5, the California Department of Aging mandates Riverside County Office on Aging to submit annually a Year End Report documenting the past year's activities/outcomes per each Objective of the Plan. The Advisory Council on Aging, Office on Aging, and community leaders use this report to monitor progress and to initiate changes in the strategic plan as deemed necessary, and to consider the implications of the impacts on the next Strategic Plan cycle.

(continued to page 2)

Edward F. Walsh

Edward F. Walsh, Director

Departmental Concurrence

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:	N/A

SOURCE OF FUNDS: N/A

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION:

APPROVE

BY: Lani Sioson

Lani Sioson

County Executive Office Signature

Dep't Recomm.: ☒ Consent ☐ Policy

Per Exec. Ofc.: ☒ Consent ☐ Policy

Prev. Agn. Ref.: 04/26/2005 (#3.5) | **District: All** | **Agenda Number:** 2.26

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

BACKGROUND: (continued)

The following are a few of the numerous achievements that are included in the attached 2008-2009 Year End Report and to highlight close out of the 2005-2009 planning cycle: The Office on Aging provided 352,425 home delivered meals, 169,462 congregate meals, 14,314 one-way transportation, and over 30,690 contacts for information and assistance to seniors and caregivers; The Grandparents Raising Grandchildren Blue Ribbon Report was produced and distributed; A Caregiver Health Conference , "Living Better In It Together" was held in May 2009 for consumers, professionals and Stakeholders; a comprehensive needs assessment was conducted to determine priorities for the next three years of activities; the 2009-2012 Strategic Plan was developed, finalized and approved by the Board of Supervisors and the California Aging and Adult Services Division.

YEAR-END REPORT TRANSMITTAL LETTER

AAA NAME: Riverside County Office on Aging **PSA #:21**

Check appropriate box for:

☐FY 2004-05 ☐FY 2005-06 ☐FY 2006-07 ☐FY 2007-08 ☒FY 2008-2009

This Year-End Report provides a retrospective account of progress made toward specified goals during the above checked fiscal year. It provides a performance report for the community and CDA. It reaffirms the important role of AAAs as the advocate, planner, and administrator of programs that strive to address the care needs of older and disabled adults and their families and caregivers in their local Planning and Service Area.

We the undersigned recognize the responsibility within each community t establish systems in order to address the care needs of older individuals an their families and caregivers in this Planning and Service Area. By signin below, we confirm that we have had the opportunity to participate in th planning process and to review and comment on this Year-End Report.

1. Jeff Stone

_____ _____

Chair, Governing Board Date

2. Doris Morgan-Hayes

Doris Morgan-Hayes 11/4/09

Chair, Area Agency on Aging Advisory Council Date

3. Edward F. Walsh

Edward F Walsh 11/4/09

Director, Area Agency on Aging Date

For scanning

Appendix XIII – PSA #21
Strategic Plan, *Strength in Aging* Year End Report
Planning Cycle FY 2008-2009

Person completing the report: Veronica Hilton, Program Specialist II (Acting Planner) Telephone #: (951) 867-3800 E-mail: vhilton@co.riverside.ca.us

SECTION I:

Introduction

The purpose of the Year-End Report is to provide a performance report of AAA activities for the community and California Department of Aging (CDA). CDA reports the AAA activities, achievements, and significant barriers to local goals to federal and state officials.

This Appendix serves as the 2008-2009 Year-End Report for Riverside County's Area Agency on Aging (AAAs) to provide yearly information on the progress made on achieving goals and objectives detailed in the Area Plan. In that this is the final year of the four year 2005-2009 plan, a discussion of the impact of the activities of the entire planning cycle on the service system is attached as an Addendum.

Narrative Description of Significant Accomplishments

The significant accomplishments for Riverside County are listed below by the six established Priority Goal areas of the 2005-2009 Strategic Plan, *Strength in Aging*: Caregivers ("C"), Health Care/Wellness ("HW"), Housing ("H"), Quality Life Choices ("QL"), Transportation ("T"), and Ensuring Effective Information and Service Delivery Systems ("SD"). The significant service unit plan accomplishments have been included at the end of Section I in a diagram format. The significant accomplishments of Preventive Health (III D) and Medication Management related objectives are included under Section IV and Program Development and Coordination related objectives are included under Section V of this report (per CDA guidelines).

Page numbers have been included in parenthesis after each Goal number in the event the reader would like to locate the Goal in the **2008 – 2009** Strategic Plan Update.

Goal: Caregivers (cont'd to 08/09-c1, 3, 4a, 5)

C.1 (page 29)

- Advisory Council on Aging (ACoA) and Office on Aging (OoA) staff continued to advocate with federal, state, and local officials to expand information and assistance and care management services for caregivers of seniors or adults with disabilities, and grandparents raising grandchildren. California and Riverside county revenues declined significantly, making expansion of programs and services difficult. The primary focus has been on sustaining services in an economic climate characterized by threats of or actual reductions to State and local funding.

C.3 (page 30)

- Grandparents Raising Grandchildren (GRG) staff continue to participate in induction training for new social workers with Child Protective Services (CPS) to inform them about the Grandparents Raising Grandchildren Program, educate them about the challenges grandparents face, and enable them to assist grandparents more effectively.

- GRG staff continued to partner with CPS and participated in their Family 2 Family program, Team decision Making (TDM) process which brings together agency personnel, the community, and family members to make decisions on the placement of Children. The GRG social worker and staff continued to participate in TDM meetings during fiscal year 2008-2009. GRG staff participate in TDM Meetings throughout Riverside County. Grandparents interacting with CPS are receiving much needed assistance, and CPS social workers, mental health workers, and other county and community agencies are becoming more knowledgeable about grandparent issues and are better equipped to assist them.

- Grandparents Raising Grandchildren Task Force celebrated its tenth Anniversary in October of 2008. The Task Force is a model statewide best practice with a track record of grandparent outreach and education, information and assistance, and care management.

- The GRG program in partnership with Riverside County Mental Health established an evening support group for grandparents raising grandchildren in April 2009, which has been a long range goal of the program.

C.4a (page 30)

- OoA staff in collaboration with the Grandparents Raising Grandchildren Task Force (GRGTF) convened a Grandparents Raising Grandchildren Forum in October 2008 after many months of planning. This was the second of two forums held during the 2005-2009 strategic planning process. The forum, "Lighting the Way through the Sea of Special Education," was held on October 16, 2008. The keynote speaker was Dr. Arthur Murray retired Director of Special Education. 154 grandparents and stakeholders attended the forum. Grandparent raising Grandchildren seminars on food safety were held. Emergency preparedness awareness was identified as a need. This issue will be a focus of the 2009-2012 Strategic Plan.

C.5 (page 30)

- OoA staff and the GRGTF continued to produce and disseminate a quarterly newsletter focusing on key issues and priorities facing grandparents raising their grandchildren. The newsletters included information on health and nutrition tips, upcoming Task Force meetings and support group meetings, and local resources for grandparents raising grandchildren. On average, 1600 newsletters were distributed quarterly during fiscal year 2008-2009.

Goal: Health Care/Wellness

HW.1 (page 32)

- The Office on Aging was successful in promoting the need for acute care facilities to build a strong care management interface with community based care with the hiring of its Hospital Liaison Social Worker in January 2008. The Office on Aging continues to work with the Riverside County Regional Medical Center using our Hospital Liaison Social Worker to provide assessments, education, referrals, information and resources. OoA continues to work with patients that are being discharged from the hospital to a skilled nursing facility, a rehabilitation facility, or home. Efforts are made to ensure services are in place to maintain them safely in their home or ensure safety upon their return home. Key staff was trained on the Coleman Model of Transitional Care, including Case Mangers/Social Worker and Supervisors. OoA will work toward completing all objectives and full program implementation. This issue is continued into the new Strategic Plan.

HW.11 (page 35)

- The MOU between the OoA and Volunteer Center has been updated and remains in effect. 211 and OoA staff meet every 2 months to review the referral process and program updates. General calls were handled by 211 and HELPLINK provided a point of contact for comprehensive assessments and referrals for consumers meeting the criteria. The partnership remains strong and continues to support the goal of providing streamlined, efficient and consumer oriented services.

HW.15

- Office on Aging has been a continuing partner in the Mental Health Older Adult System of Care and with the Southern California Older Adult System of Care. Office on Aging and the Advisory Council participated in several focus groups to determine key areas of focus for the Prevention and Early Intervention service component of the Mental Health Services Act. Office on Aging continues to partner with Mental Health to identify issues and solutions within the aging and disabled community. Office on aging Director and other key agency leaders worked to ensure that the Riverside County Prevention and early Intervention Plan (PEI) included OoA targeted initiatives supported by the Advisory Council on Aging. The OoA has taken a key role in the development of the program and planning for the State OA SOC Conference to be held in Riverside in December of 2009.

HW.17 (page rev. 35-1)

- OoA continues to provide mandated services through a contractual agreement with The Volunteer Center. In 08/09 the agreement was amended in response to reductions in State funds. Long-Term Care Ombudsman Program staff and volunteers continued to advocate against and respond to reports of abuse of the elderly who reside in skilled nursing facilities and residential care facilities in Riverside County. Riverside County leaders will develop coordination protocols in response to AB2100 during the new planning cycle.

- During the past year, the Ombudsman Program provided 2509 volunteer hours.

Goal: Housing

H.1 (page 36)

Office on Aging continues to be a member of the Mental Health Housing Committee and is partnering with Mental Health in locating and providing low cost housing solutions for special populations including seniors, adults with disabilities, and grandparents raising grandchildren.

H.6 (page 38)

- Information, assistance, referral and intake for the County Economic Development Agency has been integrated into HELPLINK at the OoA. Due to budget constraints EDA has declined further expansion of the existing senior home repair information and assistance intake program.

- On June 2, 2009 the Board of Supervisors approved a contract between the OoA and the Community Action Partnership of Riverside County to provide information and assistance and outreach to enhance the penetration rate of seniors for the weatherization project.

Goal: Quality Life Choices (QL)

QL.1 (page 39)

- ACoA and OoA staff continued to advocate for the addition of a death certificate fee or other funding stream designated for the implementation of an Area Agency on Aging's strategic plan. Efforts to support the implementation of a senior augmentation fee will continue into the new planning cycle. This issue is still under legislative advocacy.

QL.3 (page 40)

- Advisory Council on Aging was involved in efforts to push for Legislative change via AB 324. AB 324 would require the department to report data from the Elder Economic Security Standard Index (Elder Index), as defined, for each service area included in the state plan. This bill would also require that the plan utilize the Elder Index, specify the cost of meeting basic needs for elders in each planning and service area, and identify which elders are

living at or below the Elder Index, as prescribed. AB 324 had legislative support at the end of FY08/09.

- ACoA advocated and wrote letters to legislators in an attempt to encourage them not to support funding cuts to senior programs.

QL.9 (page 41)

- Office on Aging staff participated in the Workforce Development Board (WDB) Strategic Planning. Participants reviewed the current strategic plan and provided updates and changes based on the current economic crisis and the unprecedented unemployment rate in Riverside County. There was some discussion about targeting education and job training efforts within a given range of K-16 (Kindergarten through Bachelors Degree) or K-20 (Kindergarten through Graduate Degree). The group debated and agreed to use emerging language of K through Gray to encompass older adults needing to remain in or re-enter the workforce and emphasizing the needs of the older adult population who are impacted significantly by the prolonged economic recession.

- OoA leadership partnered with Riverside County Human Resources on the "Encore Careers Initiative." The goal of the initiative was to inform County leaders of the emerging workforce trends including, but not limited to, increasing opportunities for mature workers, changing employment demands and preparing for the "Boomer" workforce needs. Efforts were designed to facilitate a shift in the perception of the value of mature workers and to re-define retirement. A presentation by nationally recognized speaker, Mark Freedman, was held. Leaders from Departments throughout the county were sensitized to the benefits of employing retirees.

QL.11

- In 2008 the Office on Aging partnered with the Golden Rainbow (LGBT) Senior Center to secure a wider sampling of the LGBT community. A survey had initially been distributed in the Palm Springs and Coachella Valley area in 2007. In addition to distributing the survey to the Golden Rainbow Senior Center, it was distributed to eight (8) other LGBT organizations. Information obtained from the survey, served as the rationale for incorporating a focus on the LGBT population into the 2009-2012 Strategic Plan (Goal I, Objective C and Goal III, Objective A.

- **QL.14** (changed -see Section III)

  Due to the economic conditions in the county, the mature worker job fair was cancelled. OoA was unable to recruit employers for the event. The unemployment rate in Riverside County ranged from 9-12% during the fiscal year. The job market was characterized by hiring freezes and lay-offs. A computer training event, "Smart Riverside," was conducted to teach computer skills to seniors. The opportunity to attend was offered to the Senior Community Services participants.

- **QL.15** (Changed- See Section III)

  Resources to coordinate such an event were limited. The OoA leveraged internal resources and partnered with the Partners in Care Foundation, Human Resources Department, and the Department of Public Health to explore health and fitness initiatives; Fit After 50, Fall Prevention Program, and Chronic Disease Self Management Program. Plans were made to push these initiatives forward in the new planning cycle.

Goal: Transportation

T.1 (page 42)

- OoA and ACoA continued to advocate with Community Access Center, local transportation providers and transportation authorities to expand on-demand and door-to-door public transportation services/options for frail seniors and adults with disabilities.

- Advocacy for continued T.R.I.P. service in Blythe: Due to budget issues the City of Blythe voted to suspend funding for the T.R.I.P. After successful advocacy efforts from an ACoA Council Chairperson, Doris Morgan-Hayes, Blythe City Council pledged to continue funding the program in that area.

T.2 (page 42)

- On March 10, 2009, the Director, California Department of Aging conducted a focus group with the HELPLINK and Coordinated Care staff to obtain information regarding gaps, problems and issues accessing non-emergency medical transportation through medi-Cal and other providers. Key next steps were identified.

- A blue Ribbon transportation Report was produced (August 2008) and distributed throughout Riverside County. The report highlighted issues, barriers and gaps identified by the ACoA Transportation Committee.

Continued coordination and funding were also highlighted as being crucial to mobility for frail and disabled seniors.

Goal: Ensuring Effective Information and Service Delivery Systems

SD.1 (page 44)

- As of 08/09 more approximately 66% of the OoA leadership Team members had completed the County-sponsored Leadership Development initiative. OoA will continue to sponsor leadership team members through this program and/or assess the need for specific training.

SD.2 (page 44)

- Development Day: The Councils annual development day was held on January 29, 2009. This year the Council hosted an information fair of all of the Office on Aging services, HICAP and TRIP. Several information booths had games and lots of give-a-ways. Advisory Council and Office on Aging partners were invited with over 100 people in attendance. An article by the Press Enterprise followed the event and feedback by attendees was positive.

- ACoA with OoA staff convened Leadership Development Days and in-service trainings in January and February 2009 regarding Care giving and Nutrition respectively.

- On March 11, 2009 the Leadership Roundtable provided training on current Medicare, Medi-Cal and Social Security policy trends.

- On June 25, 2009, the Leadership Advisory Roundtable sponsored a presentation on Alzheimer's in the workplace. 50 participants learned strategies for supporting caregivers and individuals impacted by disease.

SD.2a

- The RSVP Advisory Council met two times in the 08-09 year to enhance the profile and strengthen the identity of the RSVP program and its Advisory Council ambassadors. The product of these in-service development meetings was to update the Retired and Senior Volunteer Program identity. The new identifier for the program will be "RSVP -- an invitation to share your time, skills and experience."

SD.4a

- The Advisory Council has engaged in numerous activities to promote the activities of the ACoA and OoA to included community presentations, the production of a power point presentation and attendance at public relations and educational events.

SD.9 (page 46)

- On June 26, 2008, the office on Aging sponsored training, "Diversity" through its Leadership and Advocacy Roundtable. Laura Trejo, Gerontologist and General Manager of the City of Los Angeles, Department on Aging, presented information on culture, poverty, prejudice and discrimination, and best practice approaches. Staff, the Advisory Council and agency partners were invited. This event was not reported in the previous Year End Report.

- On February 11, 2009, OoA staff was invited to attend an 'Older Adults Sensitivity Training" workshop. Monica Crow, Inter Valley Health Plan, presented on the challenges faced by some older adults and individuals with disabilities. The goal of the program was to offer staff a better understanding of the diverse needs of older adults, associated challenges and enhance their ability to communicate more effectively with consumers.

- OoA Deputy Director collaborated with California State University, San Bernardino, Social Work Department and key staff from Riverside and San Bernardino counties to host a Case Management Symposium which focused on case managing diverse populations. Service delivery staff from Social Services and Mental Health from both counties attended.

SD.10 (page 46)

- In September 2008 OoA Nutrition and Contracts Unit convened 2 contractor training/conference sessions. The sessions were used to discuss new California Aging Reporting System (CARS) reporting requirements and what to expect in the upcoming monitoring visits.

SD.11 (page 46)

- OoA continued to produce and distribute quarterly newsletters to inform communities of the activities of the OoA, ACoA and other issues of impact to the population. The newsletter contains a Director's report, Advisory Council updates, a calendar of events and much, much, more. The newsletter has proven to be an effective method of distributing information and creating value for senior issues.

SD.12 (page 46)

- The OoA coordinated with the Department of Public Social Services to geographically map (GIS) residential locations of participants of the GRG, ACCESS, MSSP and Linkages programs. The maps are critical to the effective coordination of emergency services frail and at-risk senior populations in the event of a major disaster.

SD.13 (page 47)

- During the past year, OoA staff and ACoA members have participated in a number of local, state and national meetings and conferences to include but, is not limited to: Mental Health Services Act/Prevention and Early Intervention (MHSA/PEI) Planning Roundtable, N4A, Health Assessment Resource Center (HARC) Steering Committee, NASW Conference, C4A, Senior Inspiration Awards Luncheon, LGBT Ageism Forum, American Society on Aging (ASA) and National Council on Aging (NCoA) conference.

- The OoA Director is a member of National Practice Change Fellows National Advisory Board, Workforce Development Board, NASW Chair of Palm Springs and Desert cities unit, California Health and Human Services Olmstead Advisory Committee, C4A, and N4A.

- An Advisory Council member was appointed to serve as the Council Liaison to the Congress of California Seniors. This is a grass roots advocacy group fro seniors. The ACoA member attended the fall conference which focused on the state budget impact on seniors and how best to address this issue.

SD.15 (page 47)

- During the 08/09 planning period, 5 out of 5 Information Specialist were or continued to be certified by the Alliance of Information and Referral Services (AIRS). The Agency has adopted AIRS certification as a standard skill component for all existing and new Information and Assistance Specialists.

SD. 16 (page 47)

- The Advisory Council produced an Annual Report for the 08/09 fiscal year. The report highlighted the many activities of the council.

SD.17 (page 47)

- The OoA produced and submitted a 07/08 annual year-end report to the Californian Department of Aging (CDA) in keeping with requirements.

SD.18 (Page 48)

- The required 2008-2009 Update of the 2005-2009 Strategic Plan, Strength in Aging, was submitted to the CDA as required in April of 2009. Copies of the update were printed and distributed to key stakeholders and ACoA members. The update was also posted on the Riverside County Office on Aging website.

SD.19

- The 37th Annual RSVP Volunteer Recognition Luncheon was held at the Palm Valley Country Club on November 6, 2008. Over 300 volunteers attended the event. The event was an opportunity for the OoA to express appreciation for the service given by the volunteers.

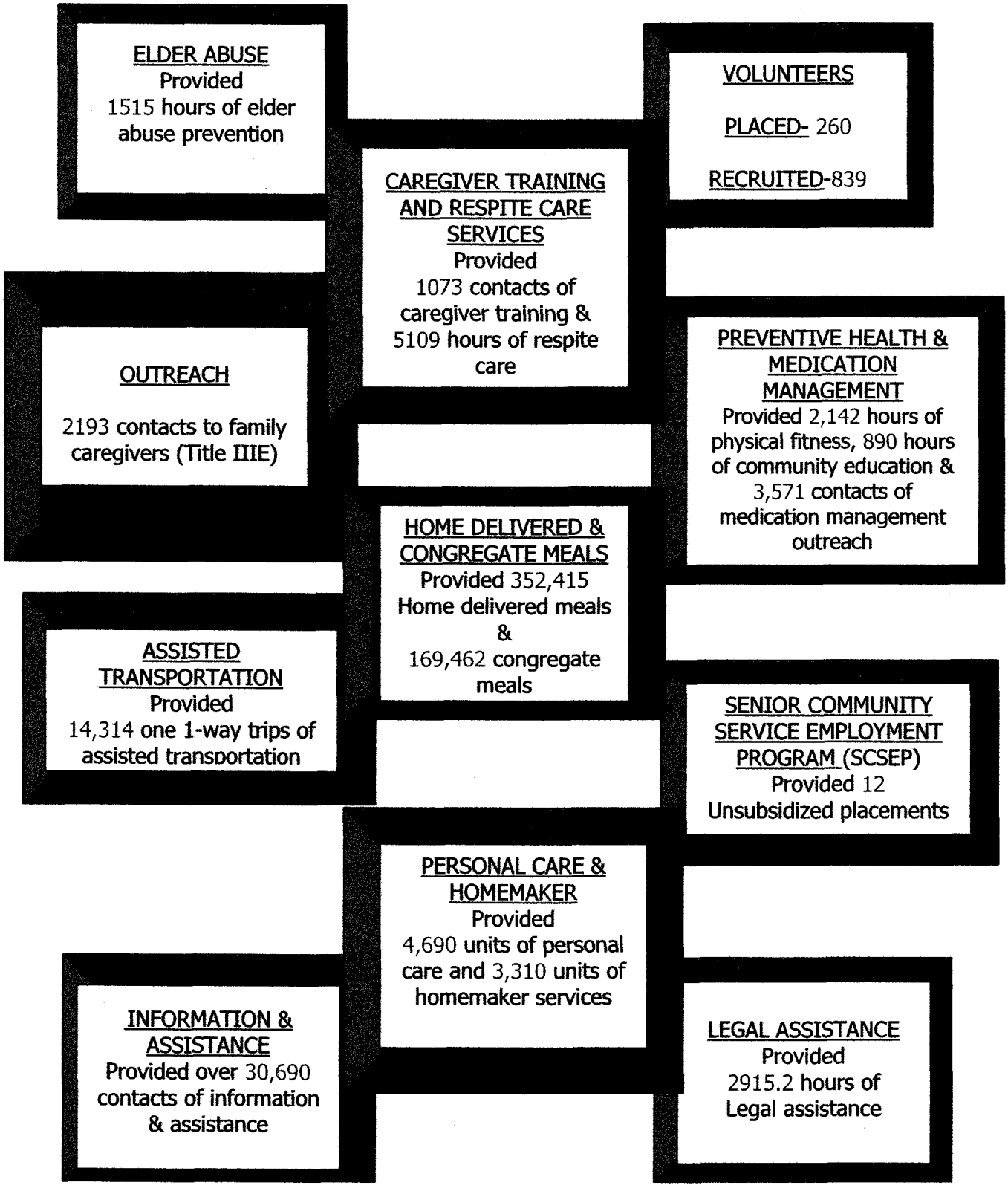
SD.20 (page 48)

- OoA continued to collaborate with professional schools of higher education with clinical placements for undergraduate and graduate level social work interns in its care management continuum.

- Funded through the Riverside Community Health Foundation, California Baptist University (CBU) Nursing Program Collaborative, students provided frail, homebound OoA Care Management clients increased monitoring and outcome tracking. Surveys were completed to determine the level of independence, satisfaction and emergency room visits. The students appear to have had a positive impact on the health and well being of the senior population.

- On October 30, 2008 the OoA hosted a Roundtable entitled "Geriatric/Gerontology Health Professionals: An Endangered Species?" Attendees consisted of Physicians, Social Workers, Geriatric Specialists, public health officials, caregivers and others working with aging populations.

Highlights of Service Units Provided to Older Adults, Adults with Disabilities, and Family Caregivers during FY 2008-2009



Section II

The following is a summary of ideas generated as a result of discussions focused on service system changes based on the **demographic changes in the aging population in the Planning and service area (PSA).** The Riverside County Office on Aging will continue to take a proactive approach to the changing demographics in the aging population. Needs assessments were conducted to determine the goals and objective for the next three year planning cycle. The OoA gathered a wealth of information regarding the changing needs of the aging population.

- With the population increasing rapidly, becoming more diverse, and living longer, needs are more complex and opportunities for new interventions are limited due to economic conditions. Longevity and the influence of healthy living practices on health outcomes are having a profound effect on services and health status.

- OoA has also begun to research/address needs of aging boomers, limited English Speaking, and Lesbian, Gay, Bisexual, and Transgender populations. It should be noted that Riv. Co OoA recognized and responded to the need to address LGBT population prior to 09/12 CDA guidelines.

- The Resource Center for Positive Aging concept is being enhanced through the Aging and Disability Resource Connection (ADRC) grant from the California Health and Human Services Agency. Through the ADRC, OoA anticipates it will build/strengthen partnerships and gain a better knowledge of disabled individuals of all ages and services available to that population. Efforts will lead to a more streamlined service delivery, enhanced home and community based system of care, and accountability for specific areas of expertise.

- The number of grandparents raising grandchildren and family members providing care for loved ones continues to be a concern.

- There appears to be an urgent need for an infrastructure of home and community-based services to support independence and long term care.

- Advocacy to promote awareness, legislative changes and encourage continued funding is critical.

Section III

The following are objectives set for the preceding year that were **completed, deleted**, and or **changed or remain incomplete** and the circumstances that affected progress toward achieving specific goals, resulting in revised objectives.

COMPLETED OBJECTIVES:

C2A & B; C3; C4A; C4B; C5; HW3; HW4; HW5; HW6; HW9A; HW12; HW15; HW17; H6; QL2; QL9; T1;T2;T3; T4; SD2;SD2A; SD4A; SD9;SD10; SD11; SD12; SD14;SD15;
Refer to Section I for narratives related to significant accomplishments.

TITLE IIID AND MEDICATION MANAGEMENT OBJECTIVES COMPLETED
HW.5A; HW9A (O7/08); HW12

COORDINATION OBJECTIVES COMPLETED

H1; HW11; Refer to Section V for narratives related to significant accomplishments.

DELETED OBJECTIVES
C.6 & C.7 (deleted for 07/08 as the needs of grandparents raising grandchildren will be addressed under the new ADRC concept – see QL.12).
HW3a; H7; H8 (per Annual Update); QL14; QL15; (see narrative)

CONTINUED OBJECTIVES:

C1; HW.9b; QL1;QL3; QL9; SD.1; SD.6; SD.11; SD.13; SD.16; SD.17; SD.18; SD.19; and SD 20. Refer to Section I for narratives related to significant accomplishments. These objectives are on-going as they are designed to create value for programs, inform consumers and stakeholders, advocate for funding or are necessary to comply with CDA reporting requirements.

TITLE IIID AND MEDICATION MANAGEMENT OBJECTIVES CONTINUED
HW.9b Refer to Section IV for narratives related to significant accomplishments.

COORDINATION OBJECTIVES CONTINUED
C.2b; C.4b; HW.11; QL11 (SEE GOAL I & II OF NEW PLAN); QL.12; QL.13; and SD.5, Refer to Section V for narratives related to significant accomplishments.

PROGRAM DEVELOPMENT OBJECTIVES CONTINUED

QL.12

- Refer to Section V for narrative.

Section IV - Title III D and Medication Management Activities

Goal: Health Care/Wellness

HW.6 (page 33)

- OoA provided 2142 Hours of physical fitness session for the fiscal year through the Active Aging Program Fit after Fifty. Established service unit objectives were exceeded. Please note HW.5 was completed and the program is provided at numerous sights throughout out the county.

HW.9b (see Goal IV). A.4, pg 65 of 2009-2012 Strategic Plan).

- Following the May 14, 2008, "Clinical Protocols for Intergenerational Aging" forum, DVDs of the sessions were made. The plan is to distribute the DVDs to forum participants, administer a survey to determine the impact of the information on practice, and to distribute the information to a broader network of partners. This objective is continued in the new Strategic Plan, "Bridging the Generations for the Future," under Goal IV: Improve Health and Quality of life, Objective A.4. The established timeframe is July 2009-June 2010. It should be noted, this is a follow-up to HW.9a (page 34).

HW.12 (page 35)

- OoA Information and Assistance and Info Van staff continued to provide community education and distribution of medication management tools throughout the County. The OoA exceeded the number of required contacts fro this objective.

Section V – Program Development and Coordination Activities

Program Development (PD) activities:

Goal: Quality Life Choices

Q.12 (page rev. 41-1)

Due to the various new program components of the ADRC, this objective was continued into FY 08/09 and 2009-2012. OoA, ADRC continues to collaborate and advocate with leadership and key stakeholders (public and non-profit) to initiate critical pathways that increase access and choices for consumers regardless of age, disability or income. One initiative of the ADRC is to increase awareness, inform consumers about streamlined eligibility processes/procedures with key partners.

Coordination (C) activities:

Goal: Caregivers

C.2b (page 30)

- OoA staff continued to provide awareness activities for caregivers, working caregivers, and employers in the form of presentations, community awareness fairs, and educational workshops. One such activity was the "Living Better in It Together Conference in May 2009." A Caregiver Blue Ribbon Report was completed in 2006.

C.**4b (page 30)**

- The Grandparents Raising Grandchildren Task Force (GRGTF) in collaboration with the University of California at Riverside Cooperative Extension conducted a survey to identify issues of importance to GRG. A **Blue Ribbon Report** of findings was completed in April of 2009. The report provided insight into GRG demographics, health, income levels and service needs for planning purposes. The results indicated that the majority of grandparents raising grandchildren are low-income (yet a mal number received assistance from federal programs), more than half (56%) have a least one health condition, half (50%) are overweight, a quarter do not have health insurance, and 36% have a grandchild with a disability. All of the above have implications for future program planning and development. The report will be a useful tool to educate key community stakeholders regarding the special needs/issues of grandparents raising grandchildren,

and provide recommendations for future advocacy, coordination, and education.

Goal: Health Care/Wellness

HW.9a (page 34)

- Refer to Section IV for narrative.

HW.11 (page 35)

- The renewal of the Memorandum of Understanding covering 2008 – 2011 was approved by the Board of Supervisors. See section I.

Goal: Housing

H.1 (Page 36) See Section I

H3.a (page 37)

- The Blue Ribbon Housing Report (H.3b) was completed in 2006. In May of 2008, the OoA in coordination with the Riverside Advisory Council on Aging Housing Committee, published the "housing Matrix: Affordable Housing in Riverside county for seniors and Adults with Disabilities." The matrix was distributed broadly during the 08/09 planning year. The comprehensive, countywide Matrix was created to organize information regarding affordable and accessible housing for seniors (55+) and the elderly (62+) and adults with disabilities. The matrix focused on housing assisted by a range of governmental programs, including tenant based vouchers, project financing and other incentives for developers.

H.5 (page 37)

- This objective was continued from prior years and was complicated by the national, state and local housing and economic crisis which became apparent in early 2008. OoA was unable to accomplish this during FY 08/09. State and local revenues decreased significantly, triggering a decrease in incentives for housing development. The OoA continued to advocate when opportunities were presented.

- The Director of OoA attended the Palo Verde Community Outlook Conference along with other Riverside County Department Heads and Blythe Community Leaders. The Director held a discussion with the Director of the EDA Housing Authority regarding the need for low income senior housing and assistance. He offered assistance with outreach to seniors in the area.

- To promote awareness of senior housing resources, the Housing Matrix was distributed countywide. It was distributed to Social Service agencies, the business community and other service providers. In keeping with our goal of coordinating with cities, the Housing Matrix was also distributed to city officials throughout the county. The information allows for advocacy and the assessment of housing to meet identified needs.

Goal: Quality Life Choices

QL.3, QL9, QL11 See section I-Accomplishments

QL.12 (page rev. 41-1)

- Refer to Program Development section above for narrative.

QL.13 (page rev. 41-1)

- OoA continued to coordinate with community agencies to promote the use of the Network of Care (NOC). Community education and distribution of NOC materials are continually provided by I & A and Info. Van staff.

Goal: Transportation

T.2 (page 43)

- OoA continued coordination efforts with key transportation providers to improve transportation options for seniors and persons with disabilities. OoA staff continued to participate on the Department of Highway Patrol's Older Californian Safety Task Force, the State's Mobility Action Plan, and a roundtable, "Maximizing the Existing Transportation Resources in Coachella Valley."

T.3 (page 43)

- OoA staff completed and disseminated the Blue Ribbon Transportation report in FY 08/09.See Accomplishments –Section I.

T.4 (page 43)

- This objective was addressed on FY 08/09 via the distribution of the Blue Ribbon Report on Transportation and continued advocacy for improved transportation services for seniors.

Goal: Ensuring Effective Information and Service Delivery Systems

(See Accomplishments –Section I-SD 14 & 19)

SD.5 (page 45)

- Office on Aging staff continued to attend Workforce Development Board and Regional Access meeting to influence funding for outreach and systems development/design.

SD.6 (page 45)

- Monthly participation of Leadership Team members continued during FY 08/09 on the Morale and Motivation Team (M & M). Motivating issues were addressed through "Good Idea Boxes." A news letter is distributed monthly featuring staff activities and issues. M and M contribute to All Staff meeting agenda and team building process.

SD.12 (page 47)

- OoA staff continued to coordinate with the County Emergency Operation Center during disaster drills and quarterly meetings. Additionally, OoA staff participated in the quarterly Operation Area Planning Committee meetings that address resources for at-risk seniors.

SD.14 (page 47)

- ACoA discussed and examined N4A federal initiative, Project 2020, and new trends in funding aging services. Recommendations were made to the Riverside County Board of Directors and Executive Office to included Project 2020 in the county's legislative platform.

- ACoA concentrated efforts on funding reductions as a result of the California Sate budget crisis and how best to respond to the service needs of Riverside aging communities.

Section VI

Provide a summary of additional activities for the year, including a discussion of how the AAA will use the prior year's findings to improve the service system.

The office on agency completed most of the objectives established or continued into the 08-09 planning year. The goals were accomplished during a year that was characterized by economic uncertainties at the state and local level. The leadership, ACoA and staff found it necessary to advocate fro continued funding and to adjust to the los of supportive services and staff. This underscored the need to solidly identify issue impacting the aging population, develop strategies to create value with possible funders and elected officials, streamline services and work to strengthen existing collaborations.

The OoA conducted a multifaceted needs assessment during 08/09 in order to better understand the needs of the population, establish priorities , educate key stakeholder and finalize the 2009-2012 Strategic Plan, "Bridging the Generations for the Future." The needs assessment consisted of a review of past and current demographic data, focus groups, surveys and numerous planning discussions. The research, surveys and discussions covered issues related to long term care, Boomers, LGBT populations, provider issues and systems assessments. The findings of these activities served as the rationale for the objectives in the 2009-2012 Strategic Plan. Please see the 2009-2012 Strategic Plan, as it provides details as to how the findings of this process will be used to address needs and services in the new planning cycle.

SECTION VII

A discussion of the impact of activities during the entire planning cycle and how AAA will use the findings in the planning process to enhance or improve the local service system.

Over the past four years, through the activities associated with the goals and objectives of the 2005-2009 strategic plan, Strength in Aging," much was learned and accomplished in the areas of service delivery, staff development, coordination and advocacy.

- The Office on Aging and the ACoA educated staff, partners, service providers, members of the ACoA and political officials regarding senior issues and needs. This was accomplished through roundtables, forums and conferences sponsored by the OoA or conducted in collaboration with others. The need for training, advocacy and strong collaborative relationships continues to be apparent/reinforced.

- Some educational activities offered were:

  - Intergenerational Clinical Protocols
  - Grand Parents Raising Grandparents Forums
  - Lesbian, Gay, Bi-sexual and Transgender sensitivity Training
  - Housing Forum
  - Transportation Forum
  - Health, Wellness, and Nutrition Training/Roundtables
  - Newsletters (Advisory Council, OoA, GRG, Morale and Motivation Committee news, etc.)
  - Outreach to funders, partner agencies, legislators, consumers

- A series of "Blue Ribbon Reports" were produced in collaboration with partners and the ACoA. The following is not an all inclusive list of the reports that were produced but, are examples of those that provided insight into needs which will be addressed in the new planning cycle. Examples are:

  - Grandparents Raising Grandchildren Task Force Blue Ribbon Report (April 2009).This report provided information as to the health, economic status, service and educational needs of Grand-parents raising grandchildren. The need for enhanced

support systems, mental health, advocacy and child care were identified as priorities and will be addressed in the new plan.

- Housing Matrix: Affordable Housing in Riverside County for Seniors & Adults with Disabilities (May 2008). The matrix was an organized presentation of information regarding affordable housing for seniors, the elderly and adults with disabilities. It served the dual purpose of being a resource for referrals and the basis for continued advocacy.

- Transportation Blue Ribbon Report (August 2008). The report identified barriers, gaps and possible solutions to mobility issues of seniors and adults with disabilities. It has been used as an educational and advocacy tool throughout the county.

- An Overview of Transportation & Mobility for seniors and Disabled Adults in Riverside County (May 2007). The report presented points that reinforced the importance of an effective, efficient and coordinated system of services for seniors who use public transportation.

- Advisory Council Caregiver Standing Committee's Blue Ribbon Report (November 2006). This report served to educate the public regarding caregiver issues and needs.

- Intergenerational /Quality Life Choices Blue Ribbon Report (June 2006). This report served to educate the public regarding the value of intergenerational programs and planning.

- Housing Blue Ribbon Report (June 2006). This report identified barriers, solutions and best practices around senior housing.

- Grandparents Raising Grandchildren Resource and Information Guide (May 2006). This guide contained information regarding rights, legal issues, financial and social service program and much more.

The information shared and obtained through the above processes was helpful in determining activities from year to year during the planning cycle. The research/surveys have long term implications for program planning and development. Some issues have become priorities in the new planning cycle.

- New programs, MOUs, Collaboratives and Advocacy efforts were established in response to findings, discussions and identified needs. Examples of new programs and initiatives are:

- Aging Disability Resource Connection (ADRC). Through ADRC the OoA will continue to address the need for a streamlined service delivery system and expanded resource base.
- HELPLINK Expansion
- Expansion of Fit After 50 sites
- Hospital Liaison /Coleman Model of Transitional Care
- Encore/Senior employment Focus
- Falls Prevention Program
- Chronic Disease Self management Program

❖ Staff Development

- AIRS Certification of all HELPLINK staff
- Volunteer (RSVP) Recognition activities
- Numerous conferences, roundtables for Staff, AcoA, partners and consumers (For specifics, see Year End Reports for the 4 year planning cycle).

❖ The 2009-2012 Strategic Plan, "Bridging the Generations for the Future" is a compass for future activities of the OoA. Four priorities were established as a result of the needs assessment and activities of the OoA over the past four (4) years. The priorities are:

- Goal I: Improve Service Delivery Systems and Strengthen Infrastructure
- Goal II: Coordination and Community Integration.
- Goal III: Life Care Planning
- Goal IV: Improve health and quality of life.

The Office on Aging is seeking to improve services to limited English speaking, Boomers, LGBT populations and continuing to adhere to mandates and improve outcomes for Riverside County's aging and disabled populations. As the OoA moves forward with implementation of the some of the main challenges with the implementation of the 2009-2012 Strategic Plan, will center on shrinking funding and service/staffing capacity.

935A

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

FROM: Office on Aging

SUBMITTAL DATE: 11/16/09

SUBJECT: Consensus to Improve Access to Long Term Services and Support agreement.

RECOMMENDED MOTION: That the Board of Supervisors Approve the Consensus to Improve Access to Long Term Services and Support agreement.

BACKGROUND: In May 2008 the Riverside County Office on Aging was named a California Aging and Disability Resource Connection Program by the California Health and Human Services Agency in support of an initiative to provide older adults, persons with disabilities, and caregivers with comprehensive information, assistance and referrals to long-term services and supports. As a result partnerships created through this program have joined together to provide collaborative leadership and to develop consensus on the vision for enhancing and increasing access for all persons seeking long term services and support options. Our critical vision is for all individuals of all ages who are functionally in need of assistance and support to have critical pathways to a wide range of resources and services at the community level with respect to individual dignity and informed personal choice. The primary goal is to create a process for systems improvement to streamline access for individuals to live independently.

Edward F. Walsh

Edward F. Walsh, Director

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

SOURCE OF FUNDS:

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION:

APPROVE

BY: Lani Sioson

County Executive Office Signature

Dep't Recomm.: ☒ Consent ☐ Policy

Per Exec. Ofc.: ☒ Consent ☐ Policy

Prev. Agn. Ref.: | **District:** IV | **Agenda Number:** 2.27

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

Departmental Concurrence

A Consensus to Improve Access to Long Term Services & Support

RIVERSIDE COUNTY
OFFICE ON AGING

Aging & Disability
Resource
Connection
ADRC of RIVERSIDE

Riverside County Office on Aging
6296 River Crest Drive, Suite K
Riverside, CA 92507
800-510-2020, 951-867-3800 or
TTL: 951-697-4699

A Consensus to Improve Access to Long Term Services & Support

The undersigned have joined together to provide leadership and to develop consensus on the vision for developing and restructuring Riverside County's information and access for all persons seeking long term services and support options, regardless of age, disability or income. We call for all interested individuals, service organizations and advocacy groups in Riverside County to join us in this vital effort.

Our vision is for all individuals of all ages who are functionally in need of assistance and support will have access to a wide range of opportunities at the community level that respect individual dignity and personal choice.

The primary goal is to create a process for systems change to streamline access to information, services, and support, for long term care that enhance the ability of individuals to live independent in the community.

Our Principles

We believe that the long term care system in Riverside County must incorporate and support the following principles:

- flexibility to respond to the needs and strengths of those served, their families, and their caregivers;
- consumer education to assure informed choice and promote personal responsibility;
- consumer and community involvement in designing and monitoring long term services and support system;
- incentives for cost containment that support the delivery of appropriate services at an acceptable level of quality;
- incentives for service integration and funding coordination to avoid duplication of effort and to improve both quality and efficiency;
- adequate protection for the most vulnerable and frail; and
- opportunities to maximize the strengths and independence of both caregivers and consumers.

Our Challenge

Riverside is the fourth largest populated county in California with a population of 2,088,322 residents according to the January 2008 estimate by the CA State Department of Finance, representing approximately 5.5% of California's population. The County's growth rate between 2007 and 2008 was 2.6% which was twice the State's growth rate, making it the second fastest growing County in California behind Imperial County.

With the aging boomers, the elder population will continue to show substantial growth. Of all the elder age segments 55+, the age segment 55-64 has had the largest population since at least back to 2000 and projected into 2020. The total 55+ population for Riverside County in 2000 was 313,599; in 2007 it was estimated at 396,298; and it is projected to grow to 629,570 by 2020.

According to a report by AARP's Public Policy Institute, "disability has multiple meanings that cannot be captured in one definition. There are huge differences in the causes of disabilities, the age of onset and pace of progression, and the degree of activity limitations that may result. Disabilities may occur at birth, suddenly as a result of an accident, or slowly, as a chronic condition progresses. They may be sensory, cognitive, physical, or emotional. They may be visible or hidden. Disability usually involves difficulty conducting one or more daily activities, such as bathing, cooking, or shopping, or getting around our communities. And almost all of us need some help with these activities as some point in our adult lives, especially as we grow older."

Below is a brief look at some disability statistics for Riverside County:

Disabilities by Type* for Riverside County's Age 5+ Population

	U.S. Census 2000	2005-2007 American Community Survey Estimates	% Increase from 2000 to 2005-2007 estimates
Total Population Ages 5+	**1,401,614**	**1,819,512**	**29.82%**
With a sensory disability	51,334	67,512	31.52%
With a physical disability	113,677	146,803	29.14%
With a mental disability	65,433	84,159	28.62%
With a self-care disability	36,050	47,110	30.68%

* U.S. Census categories (not all categories included)

The next table shows the breakdown of the disability types by three of the different age segments identified by the U.S. Census.

Disability Types Broken out by Age Segments for Riverside County's Population
(based on U.S. Census American Community Survey 2005-2007 estimates)

Type	Ages 5-15	16-64	65 and over
Sensory disability	2,881	27,549	37,082
Physical disability	3,315	75,369	68,199
Mental disability	11,754	46,031	26,374
Self-care disability	2,840	2,840	2,840

Riverside County has an opportunity and a challenge to develop an integrated system of coordinated long term care services that will address more effectively the needs of our growing population. It is imperative that public and private entities collaborate to provide the most cost-effective delivery of quality home and community based long term care services possible. The Aging & Disability Resource Connection initiative is an avenue to increase awareness & information, assistance and access throughout Riverside County.

Our Opportunity for Action

Action steps:

1. Create a universal definition and measurement to identify and prioritize "at-risk individuals."
2. Develop a common client intake data form.
3. Designate a liaison from each agency/department to fast track "at-risk individuals" to services.
4. Design a guide to create critical pathways to services or programs which will include elements, such as, eligibility guidelines or required documents.
5. Identify consumers to participate on the Leadership Advisory Resource Team and the Stakeholder Advisory Group.
6. Assure through active participation of the Aging & Disability Resource Connection various stakeholder groups that the Board of Supervisors has input from: consumers, families, local government, community organizations, service providers, and advocates in the redesign of a more integrated home and community based long term care system.

Committed Partners in Improving Access to Long Term Services & Support

Edward F. Walsh, Director
Riverside County Office on Aging

Doris Morgan- Hayes, Chair
Advisory Council on Aging

Susan Loew, Director
Riverside County Department
of Public Social Services

Paul Van Doren, Executive Director
Community Access Center

Heidi Marshall, Director
Housing Authority of the
County of Riverside

Jerry Wengerd, Director
Riverside County Department of
Mental Health

John R. Hawkins, Fire Chief
Riverside County Fire Department

Roberta Neff, CEO
Volunteer Center of
Riverside County

Stanley Sniff, Sheriff - Coroner
Riverside County Sheriff's Department

Douglas D. Bagley, CEO
Riverside County Regional
Medical Center

Susan Harrington, Director
Riverside County Department of
Public Health

Ann Kasper, Western Regional
Coordinator
Health Insurance Counseling and
Advocacy Program

William Earl, Director
Riverside County Department of
Veterans Services

Lisa Jimenez, Regional Director
Braille Institute

Richard Smith, Executive Director
Independent Living
Partnership

Linda Spik, RN MA
California Department of
Health Care Services

Anna L. Martinez, Executive Director
Riverside County IHSS
Public Authority

Beverly Greer, Administrator
Stroke Recovery Center

Robert Yates, Multimodal
Services Director
Riverside County
Transportation Commission

Brad Gilbert, M.D., CEO
Inland Empire Health Plan

Matt Frymire, Chief Information Officer
Riverside County Information Technology

Riverside County Office on Aging
6296 River Crest Drive, Suite K
Riverside, CA 92507
800-510-2020, 951-867-3800 or
TTL: 951-697-4699

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

842 A

FROM: Department of Public Social Services

SUBMITTAL DATE: 11/10/09

SUBJECT: National Adoption Recognition Month

RECOMMENDED MOTION: That the Board of Supervisors proclaim November 2009 to be National Adoption Awareness Month.

BACKGROUND:

Children deserve to be raised in loving families with parents who protect and nurture them. For some children, adoption is their best chance for a healthy and happy life.

Each year, November is recognized as National Adoption Awareness Month to celebrate adoptive families and bring awareness to the many children awaiting permanent loving families.

From January 1, 2008 through December 31, 2008, 719 adoptions were finalized and children have been connected to permanent families through Riverside County Department of Public Social Services, Children's Services Division.

Susan Loew

Susan Loew, 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:	N/A

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

Dep't Recomm.: ☒ Consent ☐ Policy

Per Exec. Ofc.: ☑ Consent ☐ Policy

Departmental Concurrence

Prev. Agn. Ref.: 11/04/08 (2.12) | **District:** ALL | **Agenda Number:** 2.28

BACKGROUND CONTINUED:

One of the Federal and State Performance Improvement Plan measures requires counties to increase the number of adoptions completed within 24 months of removal from the home. Of all the children adopted in Riverside County, 32% were adopted within 24 months, which is above the state average of 30.5%.

Despite our efforts to ensure children do not linger in foster care and that they receive families whom they may call their own, as quickly as possible, there are still children who remain in foster care awaiting permanent adoptive homes.

Currently in Riverside County alone there are 486 children awaiting a permanent adoptive home.

This proclamation serves to commend Riverside County adoptive parents for their significant contributions to strengthening and improving our families and communities. It also provides awareness about those children still awaiting permanent adoptive homes and the need for continued efforts to decrease the number of children waiting to be adopted.

FINANCIAL IMPACT: There is no fiscal impact associated with this proclamation.

CONCUR/EXECUTE: N/A

SL/cg

National Adoption Recognition Month
November 2009

WHEREAS, protecting and nurturing children is of utmost concern to all of Riverside County.

WHEREAS, we have the privilege and responsibility to provide every child in Riverside County with a safe, permanent home, nurtured by stable families; and

WHEREAS, we are indebted to those adoptive parents who offer permanent loving homes to children who are unable to return to their biological parents; and

WHEREAS, the decision to adopt is a lifelong commitment and often requires particular compassion to issues related to abuse and neglect; and

WHEREAS, through love, compassion and dedication, these adopted children are afforded the best opportunity for future success; and

WHEREAS, adoptive parents are commended for their dedication to providing these children with love, self worth and encouragement; and

WHEREAS, Riverside County Children's Services is committed to securing loving and stable homes for children in need;

NOW THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, in recognition of the tireless efforts of adoptive parents and in awareness of the many children who need permanent families of their own, does hereby proclaim the month of November, 2009 as

NATIONAL ADOPTION AWARENESS MONTH and encourage the citizens of Riverside County to join in the celebration and support of adoptive families, and assist us in finding homes for the children waiting to be adopted.

BOB BUSTER
First District

JEFF STONE
Third District, Chairman

JOHN F. TAVAGLIONE
Second District

MARION ASHLEY
Fifth District, Vice-Chairman

911A

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

FROM: Registrar of Voters

SUBMITTAL DATE:
October 29, 2009

SUBJECT: Appointment of Special District Directors

RECOMMENDED MOTION: That the Board of Supervisors appoint the qualified candidates and persons as Directors for the respective Districts and terms as shown on Exhibit A.

BACKGROUND: The Registrar of Voters certifies that the individuals recommended for appointment are qualified for the office stated, having duly filed the required documents for nomination to the respective office or qualified persons recommended by the District Board of Directors.

Due to insufficient nominees, the November 3, 2009 scheduled election will not be held in the election contests listed on Exhibit A.

Pursuant to Elections Code § 10515, the Board of Supervisors shall appoint any person or persons who have filed declarations of candidacy. If no person has filed a declaration of candidacy for any office, the supervising authority shall appoint any person to the office who is qualified on the date when the election would have been held.

Attachments: Exhibit A

Barbara Dunmore

BARBARA DUNMORE
Registrar of Voters

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

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

Prev. Agn. Ref.: | **District:** ALL | **Agenda Number:** 2.29

EXHIBIT A

Supervisorial District	District Name	# to be Appointed	Candidate's Name	Term
1st & 5th	Edgemont Community Services District	3 – Full Term 1 – Short Term	Michael Addie Gregory A. Ledbetter Eric Stafford Stephens Crystal M. Swaner	Full Full Full Short
4th	Southern Coachella Valley Community Services District	1 – Full Term	Becky Broughton	Full
1st	Tenaja Community Services District	2 – Full Term	M.J. "Tom" Tomlinson Bob E. Inman	Full Full
5th	Beaumont Library District	3 – Full Term	Frank Thomas Massoth Sabina Brady* David Layman*	Full Full Full
4th	Palo Verde Valley Library District	1 – Full Term	Joyce Anderson*	Full
4th	Coachella Valley Recreation & Park District, Divisions 1 & 4	1 – Division 1 1 – Division 4	Charlie William Smith – Division 1 Rudy P. Acosta – Division 4	Full Full
1st & 2nd	Home Gardens Sanitary District	3 – Full Term	Grady W. Garrison Daniel Boyd Archuleta Antonio Davila	Full Full Full
4th	Valley Sanitary	2 – Full Term	Merritt W. Wiseman Richard Friestad	Full Full
5th	Cabazon Water District	3 – Full Term 1 – Short Term	Carl A. Thornton R.D. Cash Todd F. Sloan Paul Howser*	Full Full Full Short
4th	Chiriaco Summit Water District	3 – Full Term	Diana Ragsdale* Joseph R. Chiriaco* Heather L. Garcia*	Full Full Full
2nd	Home Gardens County Water District	3 – Full Term	Albert C. Holguin David Vigil Heinrich Sonksen	Full Full Full
3rd	Pinyon Pines County Water District	2 – Full Term	Jeffrey H. Crowe David J. Pickard	Full Full

* Recommended by the District Board of Directors. Recommendation letters attached.

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA 951

FROM: The Registrar of Voters

SUBMITTAL DATE:
November 10, 2009

SUBJECT: Official Canvass for the November 3, 2009 Consolidated UDEL Election
UDEL (Uniform District Election Law)

RECOMMENDED MOTION: That the Board accepts the results of the official canvass of the votes cast at the Consolidated UDEL Election held on November 3, 2009.

BACKGROUND: In accordance with California Elections Code Sections 15301, 15372, and 15374, the official canvass of votes for the November 3, 2009 Consolidated UDEL Election has been completed and is forwarded for acceptance by the Board.

Departmental Concurrence

Attachments: Statement of Vote

Barbara Dunmore

BARBARA DUNMORE
Registrar of Voters

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

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

Prev. Agn. Ref.: | **District:** | **Agenda Number:** 2.30

BARBARA DUNMORE
Registrar of Voters

2724 Gateway Drive
Riverside, CA 92507-0918
(951) 486-7200 • FAX (951) 486-7272
www.voteinfo.net

REGISTRAR OF VOTERS
COUNTY OF RIVERSIDE

CERTIFICATE OF REGISTRAR OF VOTERS
TO THE RESULTS OF THE CANVASS OF ELECTION RETURNS

State of California)
) ss.
County of Riverside)

I, BARBARA DUNMORE, Registrar of Voters of said County, do hereby certify that, in pursuance of the provisions of Sections 15301, 15372, and 15374 of the California Elections Code, I did canvass the returns of the votes cast in said County at the Consolidated UDEL Election held on November 3, 2009, for the elective public offices and for and against each measure submitted to the vote of the electorate; and I fu certify that the Statement of Votes cast, to which this certificate is attached, shows the whole numb votes cast for each candidate and for and against each measure in said County and in each of respective precincts therein, and that the totals as shown for each candidate and for and against e measure are full, true, and correct.

Dated this 10th day of November 2009.

Barbara Dunmore

BARBARA DUNMORE
Registrar of Voters

Attachment

RIVERSIDE COUNTY Statement of Vote
CONSOLIDATED UDEL ELECTION

100002	NON PARTISAN MT. SAN JACINTO CCD GOV. BRD MEM TA 3																
	Registration	Ballots Cast	Turnout (%)		MARK WHEELER	GWENDOLYN E. SCHLANGE											
14042 LAKE ELSINORE	127	23	18.11		12	11											
14042 - Vote by Mail Reporting	127	0	0.00		0	0											
14046 LAKE ELSINORE	2	0	0.00		0	0											
14046 - Vote by Mail Reporting	2	0	0.00		0	0											
14048 LAKE ELSINORE	0	0	0.00		0	0											
14048 - Vote by Mail Reporting	0	0	0.00		0	0											
19003 WILDOMAR	61	18	29.51		4	9											
19003 - Vote by Mail Reporting	61	0	0.00		0	0											
19010 WILDOMAR	4	3	75.00			**********	Insufficient Turnout to Protect Voter Privacy									*********	
19010 - Vote by Mail Reporting	4	0	0.00		0	0											
19012 WILDOMAR	0	0	0.00		0	0											
19012 - Vote by Mail Reporting	0	0	0.00		0	0											
19014 WILDOMAR	2020	98	4.85		32	50											
19014 - Vote by Mail Reporting	2020	358	17.72		104	190											
19021 WILDOMAR	0	0	0.00		0	0											
19021 - Vote by Mail Reporting	0	0	0.00		0	0											
19033 WILDOMAR	1917	60	3.13		15	33											
19033 - Vote by Mail Reporting	1917	240	12.52		61	150											
30121 MURRIETA	1655	6	0.36		2	4											
30121 - Vote by Mail Reporting	1655	94	5.68		42	50											
30915 RANCHO CALIF	7	2	28.57			**********	Insufficient Turnout to Protect Voter Privacy									*********	
30915 - Vote by Mail Reporting	7	0	0.00		0	0											
30916 RANCHO CALIF	7	0	0.00		0	0											
30916 - Vote by Mail Reporting	7	0	0.00		0	0											
30920 RANCHO CALIF	15	5	33.33		5	0											
30920 - Vote by Mail Reporting	15	0	0.00		0	0											
33126 MENIFEE	1703	16	0.94		7	9											
33126 - Vote by Mail Reporting	1703	114	6.69		30	77											
33129 MENIFEE	1451	21	1.45		12	7											
33129 - Vote by Mail Reporting	1451	117	8.06		42	74											
33158 MENIFEE	0	0	0.00		0	0											
33158 - Vote by Mail Reporting	0	0	0.00		0	0											
33161 MENIFEE	1179	24	2.04		9	14											
33161 - Vote by Mail Reporting	1179	108	9.16		28	76											
33163 MENIFEE	0	0	0.00		0	0											
33163 - Vote by Mail Reporting	0	0	0.00		0	0											
33167 MENIFEE	1565	24	1.53		5	18											
33167 - Vote by Mail Reporting	1565	118	7.54		44	74											
33170 MENIFEE	95	29	30.53		7	22											
33170 - Vote by Mail Reporting	95	0	0.00		0	0											
33172 MENIFEE	791	5	0.63		2	2											
33172 - Vote by Mail Reporting	791	70	8.85		18	51											
33175 MENIFEE	962	10	1.04		7	3											
33175 - Vote by Mail Reporting	962	89	9.25		25	58											
33176 MENIFEE	241	37	15.35		16	15											
33176 - Vote by Mail Reporting	241	0	0.00		0	0											
33177 MENIFEE	20	8	40.00		3	5											
33177 - Vote by Mail Reporting	20	0	0.00		0	0											
33178 MENIFEE	0	0	0.00		0	0											
33178 - Vote by Mail Reporting	0	0	0.00		0	0											
33182 MENIFEE	495	77	15.56		21	51											
33182 - Vote by Mail Reporting	495	0	0.00		0	0											
33185 MENIFEE	230	43	18.70		10	21											
33185 - Vote by Mail Reporting	230	0	0.00		0	0											
33189 MENIFEE	157	32	20.38		12	20											
33189 - Vote by Mail Reporting	157	0	0.00		0	0											
34000 LAKE ELSINORE	0	0	0.00		0	0											
34000 - Vote by Mail Reporting	0	0	0.00		0	0											
34001 LAKE ELSINORE	0	0	0.00		0	0											
34001 - Vote by Mail Reporting	0	0	0.00		0	0											
35600 SOUTH MENIFEE	0	0	0.00		0	0											

RIVERSIDE COUNTY Statement of Vote
CONSOLIDATED UDEL ELECTION

100002	NON PARTISAN MT. SAN JACINTO CCD GOV. BRD MEM TA 3															
	Registration	Ballots Cast	Turnout (%)		MARK WHEELER	GWENDOLYN E. SCHLANGE										
35600 - Vote by Mail Reporting	0	0	0.00		0	0										
35603 EAST MENIFEE	60	6	10.00		3	3										
35603 - Vote by Mail Reporting	60	0	0.00		0	0										
35605 EAST MENIFEE	161	16	9.94		4	12										
35605 - Vote by Mail Reporting	161	0	0.00		0	0										
35607 EAST MENIFEE	172	40	23.26		17	22										
35607 - Vote by Mail Reporting	172	0	0.00		0	0										
35609 SOUTH MENIFEE	508	66	12.99		23	38										
35609 - Vote by Mail Reporting	508	0	0.00		0	0										
35617 SOUTH MENIFEE	24	4	16.67		0	4										
35617 - Vote by Mail Reporting	24	0	0.00		0	0										
35618 SOUTH MENIFEE	81	12	14.81		4	8										
35618 - Vote by Mail Reporting	81	0	0.00		0	0										
35619 SOUTH MENIFEE	282	38	13.48		16	22										
35619 - Vote by Mail Reporting	282	0	0.00		0	0										
36021 SAN JACINTO	828	14	1.69		3	11										
36021 - Vote by Mail Reporting	828	60	7.25		23	36										
36046 SAN JACINTO	174	23	13.22		5	17										
36046 - Vote by Mail Reporting	174	0	0.00		0	0										
36934 JUNIPER FLATS	262	60	22.90		13	47										
36934 - Vote by Mail Reporting	262	0	0.00		0	0										
37003 HEMET	2117	25	1.18		4	20										
37003 - Vote by Mail Reporting	2117	349	16.49		104	240										
37007 HEMET	1490	47	3.15		10	36										
37007 - Vote by Mail Reporting	1490	298	20.00		92	205										
37012 HEMET	1808	46	2.54		14	31										
37012 - Vote by Mail Reporting	1808	255	14.10		50	203										
37018 HEMET	1990	46	2.31		10	36										
37018 - Vote by Mail Reporting	1990	235	11.81		70	164										
37027 HEMET	1723	22	1.28		8	13										
37027 - Vote by Mail Reporting	1723	177	10.27		53	119										
37032 HEMET	1211	25	2.06		3	22										
37032 - Vote by Mail Reporting	1211	138	11.40		35	100										
37039 HEMET	2480	39	1.57		13	24										
37039 - Vote by Mail Reporting	2480	509	20.52		160	341										
37042 HEMET	2115	32	1.51		17	15										
37042 - Vote by Mail Reporting	2115	307	14.52		78	223										
37047 HEMET	2511	64	2.55		17	47										
37047 - Vote by Mail Reporting	2511	524	20.87		135	386										
37048 HEMET	1762	38	2.16		11	26										
37048 - Vote by Mail Reporting	1762	212	12.03		60	150										
37054 HEMET	1093	13	1.19		5	8										
37054 - Vote by Mail Reporting	1093	117	10.70		33	81										
37058 HEMET	2006	73	3.64		28	43										
37058 - Vote by Mail Reporting	2006	249	12.41		71	177										
37061 HEMET	3077	40	1.30		11	29										
37061 - Vote by Mail Reporting	3077	728	23.66		195	526										
37066 HEMET	1917	63	3.29		28	35										
37066 - Vote by Mail Reporting	1917	269	14.03		77	183										
37072 HEMET	0	0	0.00		0	0										
37072 - Vote by Mail Reporting	0	0	0.00		0	0										
37074 HEMET	194	30	15.46		7	23										
37074 - Vote by Mail Reporting	194	0	0.00		0	0										
37075 HEMET	2829	30	1.06		9	21										
37075 - Vote by Mail Reporting	2829	626	22.13		167	452										
37610 GREEN ACRES	166	28	16.87		11	17										
37610 - Vote by Mail Reporting	166	0	0.00		0	0										
37612 GREEN ACRES	439	91	20.73		33	57										
37612 - Vote by Mail Reporting	439	0	0.00		0	0										
37651 WINCHESTER	814	28	3.44		9	19										
37651 - Vote by Mail Reporting	814	71	8.72		28	43										

RIVERSIDE COUNTY Statement of Vote
CONSOLIDATED UDEL ELECTION

100002	NON PARTISAN MT. SAN JACINTO CCD GOV. BRD MEM TA 3																
	Registration	Ballots Cast	Turnout (%)		MARK WHEELER	GWENDOLYN E. SCHLANGE											
37655 WINCHESTER	9	3	33.33			**********	Insufficient Turnout to Protect Voter Privacy							*********			
37655 - Vote by Mail Reporting	9	0	0.00		0	0											
37656 WINCHESTER	2	0	0.00		0	0											
37656 - Vote by Mail Reporting	2	0	0.00		0	0											
37657 WINCHESTER	0	0	0.00		0	0											
37657 - Vote by Mail Reporting	0	0	0.00		0	0											
37658 WINCHESTER	0	0	0.00		0	0											
37658 - Vote by Mail Reporting	0	0	0.00		0	0											
37659 WINCHESTER	16	2	12.50			**********	Insufficient Turnout to Protect Voter Privacy							*********			
37659 - Vote by Mail Reporting	16	0	0.00		0	0											
37660 WINCHESTER	0	0	0.00		0	0											
37660 - Vote by Mail Reporting	0	0	0.00		0	0											
37664 WINCHESTER	960	8	0.83		4	4											
37664 - Vote by Mail Reporting	960	44	4.58		14	29											
37665 WINCHESTER	24	1	4.17			**********	Insufficient Turnout to Protect Voter Privacy							*********			
37665 - Vote by Mail Reporting	24	0	0.00		0	0											
37704 EAST HEMET	1399	29	2.07		6	23											
37704 - Vote by Mail Reporting	1399	150	10.72		51	96											
37705 EAST HEMET	1771	37	2.09		13	24											
37705 - Vote by Mail Reporting	1771	168	9.49		57	111											
37711 EAST HEMET	2127	47	2.21		13	33											
37711 - Vote by Mail Reporting	2127	307	14.43		72	229											
37712 EAST HEMET	1888	44	2.33		9	34											
37712 - Vote by Mail Reporting	1888	190	10.06		45	145											
37716 EAST HEMET	317	87	27.44		18	68											
37716 - Vote by Mail Reporting	317	0	0.00		0	0											
37739 VALLE VISTA	1040	19	1.83		4	15											
37739 - Vote by Mail Reporting	1040	187	17.98		63	120											
37758 VALLE VISTA	108	30	27.78		5	25											
37758 - Vote by Mail Reporting	108	0	0.00		0	0											
37764 VALLE VISTA	0	0	0.00		0	0											
37764 - Vote by Mail Reporting	0	0	0.00		0	0											
37766 VALLE VISTA	2	1	50.00			**********	Insufficient Turnout to Protect Voter Privacy							*********			
37766 - Vote by Mail Reporting	2	0	0.00		0	0											
37921 SAGE	16	7	43.75		4	3											
37921 - Vote by Mail Reporting	16	0	0.00		0	0											
37923 SAGE	165	32	19.39		9	23											
37923 - Vote by Mail Reporting	165	0	0.00		0	0											
37926 SAGE	0	0	0.00		0	0											
37926 - Vote by Mail Reporting	0	0	0.00		0	0											
37928 SAGE	451	104	23.06		34	70											
37928 - Vote by Mail Reporting	451	0	0.00		0	0											
37929 SAGE	0	0	0.00		0	0											
37929 - Vote by Mail Reporting	0	0	0.00		0	0											
37930 SAGE	0	0	0.00		0	0											
37930 - Vote by Mail Reporting	0	0	0.00		0	0											
37932 SAGE	12	2	16.67			**********	Insufficient Turnout to Protect Voter Privacy							*********			
37932 - Vote by Mail Reporting	12	0	0.00		0	0											
37935 SAGE	355	70	19.72		23	46											
37935 - Vote by Mail Reporting	355	0	0.00		0	0											
39000 WILDOMAR	205	33	16.10		18	15											
39000 - Vote by Mail Reporting	205	0	0.00		0	0											
57607 HOMELAND	33	6	18.18		1	5											
57607 - Vote by Mail Reporting	33	0	0.00		0	0											
Precinct Totals	59898	2162	3.61		681	1399											
Vote by Mail Reporting Totals	59898	7478	12.48		2127	5159											
Grand Totals	59898	9640	16.09		2808	6558											
41st Congressional District	2467	420	17.02		121	292											

***Grand Totals 100002	NON PARTISAN MT. SAN JACINTO CCD GOV. BRD MEM TA 3															
	Registration	Ballots Cast	Turnout (%)		MARK WHEELER	GWENDOLYN E. SCHLANGE										
45th Congressional District	48647	7950	16.34		2302	5522										
49th Congressional District	8784	1270	14.46		385	744										
36th Senatorial District	14028	1779	12.68		564	1045										
37th Senatorial District	45870	7861	17.14		2244	5513										
64th Assembly District	10059	1237	12.30		416	706										
65th Assembly District	47922	8103	16.91		2316	5669										
66th Assembly District	1917	300	15.65		76	183										
1st SUPERVISORIAL DISTRICT	4131	800	19.37		229	445										
3rd SUPERVISORIAL DISTRICT	55734	8834	15.85		2578	6108										
5th SUPERVISORIAL DISTRICT	33	6	18.18		1	5										
City of Hemet	30323	5626	18.55		1575	3979										
City of Lake Elsinore	129	23	17.83		12	11										
City of Murrieta	1655	100	6.04		44	54										
City of San Jacinto	1002	97	9.68		31	64										
City of Wildomar	4207	810	19.25		235	449										
City of Menifee	8889	942	10.60		298	597										
Unincorporated Area	13693	2042	14.91		613	1404										

RIVERSIDE COUNTY Statement of Vote
CONSOLIDATED UDEL ELECTION

100003	NON PARTISAN ALVORD USD GOV BRD MBR.															
	Registration	Ballots Cast	Turnout (%)		RODRIGO TORRES, JR.	SCOTT ANDREWS	JOSÉ LUIS PÉREZ	DONNA K. WANDRO	ART KASPEREEN, JR.	DEBRA KRONING	GREGORY ALLEN KRAFT					
11300 RIVERSIDE/WD 3	0	0	0.00		0	0	0	0	0	0	0					
11300 - Vote by Mail Reporting	0	0	0.00		0	0	0	0	0	0	0					
11517 RIVERSIDE/WD 5	1106	66	5.97		13	13	31	25	35	21	34					
11517 - Vote by Mail Reporting	1106	123	11.12		18	33	44	43	43	35	54					
11601 RIVERSIDE/WD 6	1590	49	3.08		8	11	34	11	14	10	19					
11601 - Vote by Mail Reporting	1590	152	9.56		34	31	74	55	64	45	58					
11602 RIVERSIDE/WD 6	1200	55	4.58		16	21	28	16	27	8	14					
11602 - Vote by Mail Reporting	1200	102	8.50		22	26	47	34	49	27	39					
11605 RIVERSIDE/WD 6	1433	68	4.75		13	12	38	12	32	23	21					
11605 - Vote by Mail Reporting	1433	137	9.56		31	41	57	43	62	49	50					
11609 RIVERSIDE/WD 6	1521	91	5.98		16	15	55	28	44	27	37					
11609 - Vote by Mail Reporting	1521	163	10.72		37	48	61	47	80	62	68					
11611 RIVERSIDE/WD 6	1547	56	3.62		9	16	29	20	26	20	20					
11611 - Vote by Mail Reporting	1547	154	9.95		27	33	49	60	71	70	57					
11620 RIVERSIDE/WD 6	1463	47	3.21		9	11	29	14	30	10	21					
11620 - Vote by Mail Reporting	1463	248	16.95		47	65	83	82	88	126	125					
11625 RIVERSIDE/WD 6	1641	68	4.14		13	13	35	17	30	14	34					
11625 - Vote by Mail Reporting	1641	169	10.30		31	48	57	55	75	63	86					
11626 RIVERSIDE/WD 6	0	0	0.00		0	0	0	0	0	0	0					
11626 - Vote by Mail Reporting	0	0	0.00		0	0	0	0	0	0	0					
11700 RIVERSIDE/WD 7	1641	97	5.91		12	20	53	32	44	32	49					
11700 - Vote by Mail Reporting	1641	199	12.13		32	48	77	77	89	75	99					
11702 RIVERSIDE/WD 7	1359	64	4.71		13	15	30	19	39	14	31					
11702 - Vote by Mail Reporting	1359	115	8.46		24	31	37	45	51	37	53					
11703 RIVERSIDE/WD 7	1512	58	3.84		12	17	25	19	30	21	24					
11703 - Vote by Mail Reporting	1512	147	9.72		25	41	42	64	53	62	61					
11706 RIVERSIDE/WD 7	1830	64	3.50		20	5	39	18	26	13	26					
11706 - Vote by Mail Reporting	1830	169	9.23		29	43	81	65	70	52	82					
11713 RIVERSIDE/WD 7	1684	56	3.33		17	8	36	21	23	16	17					
11713 - Vote by Mail Reporting	1684	164	9.74		29	34	58	49	68	53	70					
11716 RIVERSIDE/WD 7	1937	92	4.75		20	21	41	24	64	16	21					
11716 - Vote by Mail Reporting	1937	252	13.01		42	52	81	98	136	106	99					
11719 RIVERSIDE/WD 7	870	38	4.37		8	9	20	11	25	8	19					
11719 - Vote by Mail Reporting	870	48	5.52		15	11	22	19	19	15	19					
11720 RIVERSIDE/WD 7	1066	28	2.63		5	7	17	8	15	11	15					
11720 - Vote by Mail Reporting	1066	93	8.72		21	27	31	36	35	29	39					
11723 RIVERSIDE/WD 7	1860	53	2.85		6	9	28	9	41	8	22					
11723 - Vote by Mail Reporting	1860	205	11.02		40	55	63	80	76	90	86					
11810 MIRA LOMA	0	0	0.00		0	0	0	0	0	0	0					
11810 - Vote by Mail Reporting	0	0	0.00		0	0	0	0	0	0	0					
11861 LAKE HILLS	1940	58	2.99		6	6	31	7	43	18	27					
11861 - Vote by Mail Reporting	1940	147	7.58		24	33	53	41	64	48	68					
11903 LAKE MATHEWS	0	0	0.00		0	0	0	0	0	0	0					
11903 - Vote by Mail Reporting	0	0	0.00		0	0	0	0	0	0	0					
11906 LAKE MATHEWS	7	0	0.00		0	0	0	0	0	0	0					
11906 - Vote by Mail Reporting	7	0	0.00		0	0	0	0	0	0	0					
12851 HOME GARDENS	927	18	1.94		4	1	11	5	14	4	7					
12851 - Vote by Mail Reporting	927	55	5.93		8	13	15	18	27	24	24					
22019 CORONA	1229	10	0.81		4	3	5	3	4	3	6					
22019 - Vote by Mail Reporting	1229	46	3.74		11	18	9	15	19	14	16					
22020 CORONA	1468	26	1.77		5	10	9	14	11	8	10					
22020 - Vote by Mail Reporting	1468	88	5.99		9	27	27	38	37	45	35					
22102 CORONA	0	0	0.00		0	0	0	0	0	0	0					
22102 - Vote by Mail Reporting	0	0	0.00		0	0	0	0	0	0	0					
22858 HOME GARDENS	1244	32	2.57		8	7	19	5	23	6	15					
22858 - Vote by Mail Reporting	1244	87	6.99		14	16	44	30	37	27	43					
22863 HOME GARDENS	19	4	21.05		2	1	1	2	1	2	2					
22863 - Vote by Mail Reporting	19	0	0.00		0	0	0	0	0	0	0					
22865 HOME GARDENS	317	38	11.99		5	10	23	18	11	17	17					
22865 - Vote by Mail Reporting	317	0	0.00		0	0	0	0	0	0	0					
22903 EL CERRITO	0	0	0.00		0	0	0	0	0	0	0					

RIVERSIDE COUNTY Statement of Vote
CONSOLIDATED UDEL ELECTION

100003	NON PARTISAN ALVORD USD GOV BRD MBR.															
	Registration	Ballots Cast	Turnout (%)		RODRIGO TORRES, JR.	SCOTT ANDREWS	JOSÉ LUIS PÉREZ	DONNA K. WANDRO	ART KASPEREEN, JR.	DEBRA KRONING	GREGORY ALLEN KRAFT					
22903 - Vote by Mail Reporting	0	0	0.00		0	0	0	0	0	0	0					
22908 EL CERRITO	0	0	0.00		0	0	0	0	0	0	0					
22908 - Vote by Mail Reporting	0	0	0.00		0	0	0	0	0	0	0					
23006 NORCO	0	0	0.00		0	0	0	0	0	0	0					
23006 - Vote by Mail Reporting	0	0	0.00		0	0	0	0	0	0	0					
23011 NORCO	0	0	0.00		0	0	0	0	0	0	0					
23011 - Vote by Mail Reporting	0	0	0.00		0	0	0	0	0	0	0					
23019 NORCO	0	0	0.00		0	0	0	0	0	0	0					
23019 - Vote by Mail Reporting	0	0	0.00		0	0	0	0	0	0	0					
Precinct Totals	32411	1236	3.81		244	261	667	358	652	330	508					
Vote by Mail Reporting Totals	32411	3063	9.45		570	774	1112	1094	1313	1154	1331					
Grand Totals	32411	4299	13.26		814	1035	1779	1452	1965	1484	1839					
44th Congressional District	32411	4299	13.26		814	1035	1779	1452	1965	1484	1839					
31st Senatorial District	25260	3690	14.61		714	890	1532	1256	1674	1268	1569					
37th Senatorial District	7151	609	8.52		100	145	247	196	291	216	270					
64th Assembly District	0	0	0.00		0	0	0	0	0	0	0					
66th Assembly District	28451	4006	14.08		761	953	1665	1345	1833	1379	1712					
71st Assembly District	3960	293	7.40		53	82	114	107	132	105	127					
1st SUPERVISORIAL DISTRICT	28134	3968	14.10		756	943	1642	1327	1822	1362	1695					
2nd SUPERVISORIAL DISTRICT	4277	331	7.74		58	92	137	125	143	122	144					
City of Corona	2697	170	6.30		29	58	50	70	71	70	67					
City of Norco	0	0	0.00		0	0	0	0	0	0	0					
City of Riverside	25260	3690	14.61		714	890	1532	1256	1674	1268	1569					
Unincorporated Area	4454	439	9.86		71	87	197	126	220	146	203					

RIVERSIDE COUNTY Statement of Vote
CONSOLIDATED UDEL ELECTION

100004	NON PARTISAN BANNING USD GOV BRD MBR.																
	Registration	Ballots Cast	Turnout (%)		MELODIE REESE	WENDELL D. BAINTER	ALICE SILVERMAN										
31847 SOUTH BANNING	3	0	0.00		0	0	0										
31847 - Vote by Mail Reporting	3	0	0.00		0	0	0										
31850 TWIN PINES	101	28	27.72		10	22	11										
31850 - Vote by Mail Reporting	101	0	0.00		0	0	0										
31851 TWIN PINES	22	1	4.55		**********	Insufficient Turnout to Protect Voter Privacy									*********		
31851 - Vote by Mail Reporting	22	0	0.00		0	0	0										
36802 SOBOBA HOT SPGS	0	0	0.00		0	0	0										
36802 - Vote by Mail Reporting	0	0	0.00		0	0	0										
37801 SBDO NF	47	8	17.02		5	3	0										
37801 - Vote by Mail Reporting	47	0	0.00		0	0	0										
37802 SBDO NF	0	0	0.00		0	0	0										
37802 - Vote by Mail Reporting	0	0	0.00		0	0	0										
37813 SBDO NF	17	2	11.76		**********	Insufficient Turnout to Protect Voter Privacy									*********		
37813 - Vote by Mail Reporting	17	0	0.00		0	0	0										
37816 SBDO NF	0	0	0.00		0	0	0										
37816 - Vote by Mail Reporting	0	0	0.00		0	0	0										
37819 SBDO NF	10	0	0.00		0	0	0										
37819 - Vote by Mail Reporting	10	0	0.00		0	0	0										
37825 SBDO NF	0	0	0.00		0	0	0										
37825 - Vote by Mail Reporting	0	0	0.00		0	0	0										
50046 BEAUMONT	0	0	0.00		0	0	0										
50046 - Vote by Mail Reporting	0	0	0.00		0	0	0										
50055 BEAUMONT	0	0	0.00		0	0	0										
50055 - Vote by Mail Reporting	0	0	0.00		0	0	0										
50056 BEAUMONT	0	0	0.00		0	0	0										
50056 - Vote by Mail Reporting	0	0	0.00		0	0	0										
51002 BANNING	0	0	0.00		0	0	0										
51002 - Vote by Mail Reporting	0	0	0.00		0	0	0										
51008 BANNING	1982	169	8.53		57	136	72										
51008 - Vote by Mail Reporting	1982	911	45.96		290	652	378										
51011 BANNING	2498	210	8.41		61	165	93										
51011 - Vote by Mail Reporting	2498	1207	48.32		355	834	472										
51018 BANNING	2449	160	6.53		84	97	70										
51018 - Vote by Mail Reporting	2449	591	24.13		285	333	242										
51020 BANNING	1266	105	8.29		63	68	31										
51020 - Vote by Mail Reporting	1266	162	12.80		94	97	47										
51023 BANNING	1517	98	6.46		63	59	25										
51023 - Vote by Mail Reporting	1517	217	14.30		113	111	94										
51026 BANNING	2061	110	5.34		66	50	43										
51026 - Vote by Mail Reporting	2061	370	17.95		185	209	136										
51700 THE BLUFF	45	14	31.11		10	10	0										
51700 - Vote by Mail Reporting	45	0	0.00		0	0	0										
51701 THE BLUFF	200	62	31.00		39	37	24										
51701 - Vote by Mail Reporting	200	0	0.00		0	0	0										
51820 MORONGO RES	0	0	0.00		0	0	0										
51820 - Vote by Mail Reporting	0	0	0.00		0	0	0										
51821 MORONGO RES	3	0	0.00		0	0	0										
51821 - Vote by Mail Reporting	3	0	0.00		0	0	0										
51823 MORONGO RES	0	0	0.00		0	0	0										
51823 - Vote by Mail Reporting	0	0	0.00		0	0	0										
51826 MORONGO RES	161	31	19.25		23	12	13										
51826 - Vote by Mail Reporting	161	0	0.00		0	0	0										
51827 MORONGO RES	229	50	21.83		31	33	14										
51827 - Vote by Mail Reporting	229	0	0.00		0	0	0										
51830 MORONGO RES	0	0	0.00		0	0	0										
51830 - Vote by Mail Reporting	0	0	0.00		0	0	0										
51832 MORONGO RES	0	0	0.00		0	0	0										
51832 - Vote by Mail Reporting	0	0	0.00		0	0	0										
51834 MORONGO RES	12	4	33.33		0	4	0										
51834 - Vote by Mail Reporting	12	0	0.00		0	0	0										
51836 MORONGO RES	75	17	22.67		2	17	7										

RIVERSIDE COUNTY Statement of Vote
CONSOLIDATED UDEL ELECTION

100004

NON PARTISAN BANNING USD GOV BRD MBR.

	Registration	Ballots Cast	Turnout (%)	MELODIE REESE	WENDELL D. BAINTER	ALICE SILVERMAN
51836 - Vote by Mail Reporting	75	0	0.00	0	0	0
51837 MORONGO RES	5	2	40.00	**********	Insufficient Turnout to Protect Voter Privacy	**********
51837 - Vote by Mail Reporting	5	0	0.00	0	0	0
51838 MORONGO RES	0	0	0.00	0	0	0
51838 - Vote by Mail Reporting	0	0	0.00	0	0	0
51839 MORONGO RES	0	0	0.00	0	0	0
51839 - Vote by Mail Reporting	0	0	0.00	0	0	0
51846 SOUTH BANNING	86	23	26.74	10	12	8
51846 - Vote by Mail Reporting	86	0	0.00	0	0	0
51847 SOUTH BANNING	0	0	0.00	0	0	0
51847 - Vote by Mail Reporting	0	0	0.00	0	0	0
51848 SOUTH BANNING	3	2	66.67	**********	Insufficient Turnout to Protect Voter Privacy	**********
51848 - Vote by Mail Reporting	3	0	0.00	0	0	0
51849 SOUTH BANNING	0	0	0.00	0	0	0
51849 - Vote by Mail Reporting	0	0	0.00	0	0	0
51856 CABAZON	0	0	0.00	0	0	0
51856 - Vote by Mail Reporting	0	0	0.00	0	0	0
51859 CABAZON	720	23	3.19	9	13	10
51859 - Vote by Mail Reporting	720	65	9.03	35	29	31
51861 CABAZON	0	0	0.00	0	0	0
51861 - Vote by Mail Reporting	0	0	0.00	0	0	0
51870 SAN GORGONIO	0	0	0.00	0	0	0
51870 - Vote by Mail Reporting	0	0	0.00	0	0	0
51871 SAN GORGONIO	53	13	24.53	7	7	6
51871 - Vote by Mail Reporting	53	0	0.00	0	0	0
51872 SAN GORGONIO	4	0	0.00	0	0	0
51872 - Vote by Mail Reporting	4	0	0.00	0	0	0
51873 SAN GORGONIO	41	4	9.76	2	2	2
51873 - Vote by Mail Reporting	41	0	0.00	0	0	0
51874 SAN GORGONIO	126	26	20.63	15	16	10
51874 - Vote by Mail Reporting	126	0	0.00	0	0	0
51875 SAN GORGONIO	5	0	0.00	0	0	0
51875 - Vote by Mail Reporting	5	0	0.00	0	0	0
51876 SAN GORGONIO	1	0	0.00	0	0	0
51876 - Vote by Mail Reporting	1	0	0.00	0	0	0
51877 SAN GORGONIO	0	0	0.00	0	0	0
51877 - Vote by Mail Reporting	0	0	0.00	0	0	0
51878 SAN GORGONIO	23	5	21.74	1	5	1
51878 - Vote by Mail Reporting	23	0	0.00	0	0	0
51879 SAN GORGONIO	0	0	0.00	0	0	0
51879 - Vote by Mail Reporting	0	0	0.00	0	0	0
58000 DESERT HOT SPGS	0	0	0.00	0	0	0
58000 - Vote by Mail Reporting	0	0	0.00	0	0	0
59000 PALM SPRINGS	0	0	0.00	0	0	0
59000 - Vote by Mail Reporting	0	0	0.00	0	0	0
59001 PALM SPRINGS	0	0	0.00	0	0	0
59001 - Vote by Mail Reporting	0	0	0.00	0	0	0
59800 PALM OASIS	0	0	0.00	0	0	0
59800 - Vote by Mail Reporting	0	0	0.00	0	0	0
59802 PALM OASIS	0	0	0.00	0	0	0
59802 - Vote by Mail Reporting	0	0	0.00	0	0	0
Precinct Totals	13765	1167	8.48	560	771	444
Vote by Mail Reporting Totals	13765	3523	25.59	1357	2265	1400
Grand Totals	13765	4690	34.07	1917	3036	1844
41st Congressional District	13445	4631	34.44	1892	2995	1823
45th Congressional District	320	59	18.44	25	41	21
37th Senatorial District	13765	4690	34.07	1917	3036	1844
64th Assembly District	10	0	0.00	0	0	0

***Grand Totals 100004	NON PARTISAN BANNING USD GOV BRD MBR.															
	Registration	Ballots Cast	Turnout (%)		MELODIE REESE	WENDELL D. BAINTER	ALICE SILVERMAN									
65th Assembly District	12283	4446	36.20		1798	2887	1749									
80th Assembly District	1472	244	16.58		119	149	95									
3rd SUPERVISORIAL DISTRICT	200	39	19.50		17	25	14									
5th SUPERVISORIAL DISTRICT	13565	4651	34.29		1900	3011	1830									
City of Banning	11773	4310	36.61		1716	2811	1703									
City of Beaumont	0	0	0.00		0	0	0									
City of Desert Hot Springs	0	0	0.00		0	0	0									
City of Palm Springs	0	0	0.00		0	0	0									
Unincorporated Area	1992	380	19.08		201	225	141									

RIVERSIDE COUNTY Statement of Vote
CONSOLIDATED UDEL ELECTION

100005	NON PARTISAN PALO VERDE USD GOV BRD MBR.															
	Registration	Ballots Cast	Turnout (%)		ALFONSO "SONNY" HERNANDEZ	NORMAN C. GUITH	ROBERT E. JENSEN	JOHN M. ULMER	PATRICIA "PAT" BOLTON	JIM SMALLWOOD						
47000 BLYTHE	0	0	0.00		0	0	0	0	0	0						
47000 - Vote by Mail Reporting	0	0	0.00		0	0	0	0	0	0						
47001 BLYTHE	177	107	60.45		13	51	21	57	34	27						
47001 - Vote by Mail Reporting	177	0	0.00		0	0	0	0	0	0						
47004 BLYTHE	1106	297	26.85		79	110	100	126	48	54						
47004 - Vote by Mail Reporting	1106	251	22.69		52	67	53	129	60	72						
47005 BLYTHE	1121	289	25.78		68	99	97	122	70	62						
47005 - Vote by Mail Reporting	1121	239	21.32		67	80	49	104	52	78						
47006 BLYTHE	111	59	53.15		8	17	12	27	31	16						
47006 - Vote by Mail Reporting	111	0	0.00		0	0	0	0	0	0						
47007 BLYTHE	0	0	0.00		0	0	0	0	0	0						
47007 - Vote by Mail Reporting	0	0	0.00		0	0	0	0	0	0						
47011 BLYTHE	982	188	19.14		51	84	61	73	32	33						
47011 - Vote by Mail Reporting	982	175	17.82		49	45	45	82	36	44						
47018 BLYTHE	974	189	19.40		59	54	59	65	39	48						
47018 - Vote by Mail Reporting	974	165	16.94		44	40	33	64	48	56						
47800 NE DESERT	111	60	54.05		4	45	10	33	2	12						
47800 - Vote by Mail Reporting	111	0	0.00		0	0	0	0	0	0						
47801 NE DESERT	0	0	0.00		0	0	0	0	0	0						
47801 - Vote by Mail Reporting	0	0	0.00		0	0	0	0	0	0						
47802 NE DESERT	0	0	0.00		0	0	0	0	0	0						
47802 - Vote by Mail Reporting	0	0	0.00		0	0	0	0	0	0						
47825 NORTH BLYTHE	6	2	33.33				**********	Insufficient Turnout to Protect Voter Privacy						*********		
47825 - Vote by Mail Reporting	6	0	0.00		0	0	0	0	0	0						
47829 NORTH BLYTHE	260	128	49.23		18	50	26	87	33	22						
47829 - Vote by Mail Reporting	260	0	0.00		0	0	0	0	0	0						
47850 COLO RIVER RES	0	0	0.00		0	0	0	0	0	0						
47850 - Vote by Mail Reporting	0	0	0.00		0	0	0	0	0	0						
47860 WEST BLYTHE	0	0	0.00		0	0	0	0	0	0						
47860 - Vote by Mail Reporting	0	0	0.00		0	0	0	0	0	0						
47861 WEST BLYTHE	76	38	50.00		4	16	13	25	4	6						
47861 - Vote by Mail Reporting	76	0	0.00		0	0	0	0	0	0						
47863 WEST BLYTHE	70	36	51.43		5	5	9	26	16	6						
47863 - Vote by Mail Reporting	70	0	0.00		0	0	0	0	0	0						
47871 SOUTH BLYTHE	124	57	45.97		10	23	8	33	11	9						
47871 - Vote by Mail Reporting	124	0	0.00		0	0	0	0	0	0						
47875 RIPLEY	174	64	36.78		20	17	14	23	14	19						
47875 - Vote by Mail Reporting	174	0	0.00		0	0	0	0	0	0						
47900 NEIGHBORS	22	7	31.82		0	3	2	6	2	0						
47900 - Vote by Mail Reporting	22	0	0.00		0	0	0	0	0	0						
47920 NICHOLLS WM SPG	0	0	0.00		0	0	0	0	0	0						
47920 - Vote by Mail Reporting	0	0	0.00		0	0	0	0	0	0						
47921 NICHOLLS WM SPG	3	0	0.00		0	0	0	0	0	0						
47921 - Vote by Mail Reporting	3	0	0.00		0	0	0	0	0	0						
47922 NICHOLLS WM SPG	234	59	25.21		14	18	13	21	24	17						
47922 - Vote by Mail Reporting	234	0	0.00		0	0	0	0	0	0						
Precinct Totals	5551	1580	28.46		353	594	445	725	360	331						
Vote by Mail Reporting Totals	5551	830	14.95		212	232	180	379	196	250						
Grand Totals	5551	2410	43.42		565	826	625	1104	556	581						
45th Congressional District	5551	2410	43.42		565	826	625	1104	556	581						
37th Senatorial District	117	62	52.99		4	47	10	34	2	12						
40th Senatorial District	5434	2348	43.21		561	779	615	1070	554	569						
80th Assembly District	5551	2410	43.42		565	826	625	1104	556	581						
4th SUPERVISORIAL DISTRICT	5551	2410	43.42		565	826	625	1104	556	581						
City of Blythe	4471	1959	43.82		490	647	530	849	450	490						
Unincorporated Area	1080	451	41.76		75	179	95	255	106	91						

RIVERSIDE COUNTY Statement of Vote
CONSOLIDATED UDEL ELECTION

100006	NON PARTISAN RIVERSIDE USD GOV BRD MBR.															
	Registration	Ballots Cast	Turnout (%)		KATHY Y. ALLAVIE	CHRISTOPHER LORENZ	CHARLES "CHUCK" BEATY	MARK SWARTZ								
11100 RIVERSIDE/WD 1	73	21	28.77		12	4	10	4								
11100 - Vote by Mail Reporting	73	0	0.00		0	0	0	0								
11104 RIVERSIDE/WD 1	1084	55	5.07		41	10	31	8								
11104 - Vote by Mail Reporting	1084	99	9.13		54	26	43	27								
11105 RIVERSIDE/WD 1	0	0	0.00		0	0	0	0								
11105 - Vote by Mail Reporting	0	0	0.00		0	0	0	0								
11111 RIVERSIDE/WD 1	1348	37	2.74		23	9	22	12								
11111 - Vote by Mail Reporting	1348	85	6.31		60	11	50	18								
11115 RIVERSIDE/WD 1	1306	122	9.34		93	22	78	22								
11115 - Vote by Mail Reporting	1306	214	16.39		127	39	127	39								
11200 RIVERSIDE/WD 2	1426	32	2.24		21	5	11	9								
11200 - Vote by Mail Reporting	1426	87	6.10		45	16	43	32								
11201 RIVERSIDE/WD 2	934	10	1.07		8	3	4	1								
11201 - Vote by Mail Reporting	934	29	3.10		20	4	21	6								
11203 RIVERSIDE/WD 2	924	21	2.27		18	2	11	4								
11203 - Vote by Mail Reporting	924	27	2.92		15	8	7	10								
11204 RIVERSIDE/WD 2	1376	134	9.74		98	12	102	12								
11204 - Vote by Mail Reporting	1376	238	17.30		152	39	170	50								
11205 RIVERSIDE/WD 2	1407	60	4.26		39	11	32	12								
11205 - Vote by Mail Reporting	1407	109	7.75		70	26	48	25								
11210 RIVERSIDE/WD 2	1269	5	0.39		5	0	5	0								
11210 - Vote by Mail Reporting	1269	10	0.79		3	5	1	7								
11214 RIVERSIDE/WD 2	1364	68	4.99		52	9	38	12								
11214 - Vote by Mail Reporting	1364	173	12.68		112	24	103	37								
11218 RIVERSIDE/WD 2	1042	86	8.25		66	5	64	13								
11218 - Vote by Mail Reporting	1042	181	17.37		134	27	119	29								
11219 RIVERSIDE/WD 2	1214	84	6.92		51	11	57	19								
11219 - Vote by Mail Reporting	1214	113	9.31		69	24	61	30								
11222 RIVERSIDE/WD 2	1177	75	6.37		51	11	57	14								
11222 - Vote by Mail Reporting	1177	254	21.58		186	46	164	49								
11224 RIVERSIDE/WD 2	1574	52	3.30		29	13	30	16								
11224 - Vote by Mail Reporting	1574	146	9.28		91	27	86	29								
11225 RIVERSIDE/WD 2	1617	141	8.72		108	16	109	16								
11225 - Vote by Mail Reporting	1617	410	25.36		299	67	288	70								
11301 RIVERSIDE/WD 3	1155	61	5.28		32	21	32	14								
11301 - Vote by Mail Reporting	1155	152	13.16		90	37	77	52								
11307 RIVERSIDE/WD 3	2160	220	10.19		167	34	142	34								
11307 - Vote by Mail Reporting	2160	632	29.26		488	102	430	108								
11308 RIVERSIDE/WD 3	1362	131	9.62		98	13	82	20								
11308 - Vote by Mail Reporting	1362	391	28.71		285	65	252	66								
11402 RIVERSIDE/WD 4	1343	51	3.80		26	13	20	16								
11402 - Vote by Mail Reporting	1343	159	11.84		97	40	75	45								
11404 RIVERSIDE/WD 4	1669	76	4.55		47	13	47	15								
11404 - Vote by Mail Reporting	1669	241	14.44		160	42	136	51								
11409 RIVERSIDE/WD 4	2288	179	7.82		145	24	127	27								
11409 - Vote by Mail Reporting	2288	604	26.40		438	104	405	115								
11414 RIVERSIDE/WD 4	2189	162	7.40		126	22	124	20								
11414 - Vote by Mail Reporting	2189	586	26.77		449	77	391	103								
11415 RIVERSIDE/WD 4	1263	62	4.91		42	14	39	19								
11415 - Vote by Mail Reporting	1263	297	23.52		198	69	159	66								
11418 RIVERSIDE/WD 4	1536	101	6.58		78	15	69	19								
11418 - Vote by Mail Reporting	1536	363	23.63		256	58	248	66								
11420 RIVERSIDE/WD 4	1535	81	5.28		60	14	51	14								
11420 - Vote by Mail Reporting	1535	251	16.35		171	50	135	61								
11421 RIVERSIDE/WD 4	1595	88	5.52		50	24	43	25								
11421 - Vote by Mail Reporting	1595	266	16.68		178	63	148	61								
11422 RIVERSIDE/WD 4	1532	33	2.15		21	9	13	9								
11422 - Vote by Mail Reporting	1532	200	13.05		126	50	109	52								
11424 RIVERSIDE/WD 4	1573	35	2.23		27	6	24	6								
11424 - Vote by Mail Reporting	1573	108	6.87		59	31	55	42								
11428 RIVERSIDE/WD 4	1943	53	2.73		34	15	23	14								

RIVERSIDE COUNTY Statement of Vote
CONSOLIDATED UDEL ELECTION

100006	NON PARTISAN RIVERSIDE USD GOV BRD MBR.																
	Registration	Ballots Cast	Turnout (%)		KATHY Y. ALLAVIE	CHRISTOPHER LORENZ	CHARLES "CHUCK" BEATY	MARK SWARTZ									
11428 - Vote by Mail Reporting	1943	200	10.29		130	39	113	42									
11429 RIVERSIDE/WD 4	1796	54	3.01		39	11	34	15									
11429 - Vote by Mail Reporting	1796	188	10.47		105	62	83	75									
11434 RIVERSIDE/WD 4	1336	43	3.22		24	12	24	20									
11434 - Vote by Mail Reporting	1336	157	11.75		84	37	80	52									
11436 RIVERSIDE/WD 4	1693	55	3.25		34	15	29	19									
11436 - Vote by Mail Reporting	1693	174	10.28		118	34	104	25									
11439 RIVERSIDE/WD 4	749	8	1.07		3	3	5	3									
11439 - Vote by Mail Reporting	749	78	10.41		51	29	24	31									
11442 RIVERSIDE/WD 4	1592	44	2.76		32	6	31	9									
11442 - Vote by Mail Reporting	1592	159	9.99		111	31	80	54									
11444 RIVERSIDE/WD 4	829	14	1.69		11	2	8	3									
11444 - Vote by Mail Reporting	829	79	9.53		56	21	39	17									
11500 RIVERSIDE/WD 5	1432	81	5.66		46	20	42	24									
11500 - Vote by Mail Reporting	1432	174	12.15		92	53	88	53									
11501 RIVERSIDE/WD 5	1457	61	4.19		38	15	32	21									
11501 - Vote by Mail Reporting	1457	199	13.66		118	53	107	63									
11502 RIVERSIDE/WD 5	1592	82	5.15		52	19	49	24									
11502 - Vote by Mail Reporting	1592	210	13.19		130	40	117	65									
11505 RIVERSIDE/WD 5	16	5	31.25		3	0	0	0									
11505 - Vote by Mail Reporting	16	0	0.00		0	0	0	0									
11510 RIVERSIDE/WD 5	1445	69	4.78		41	10	50	16									
11510 - Vote by Mail Reporting	1445	213	14.74		149	34	128	55									
11511 RIVERSIDE/WD 5	630	39	6.19		24	5	21	10									
11511 - Vote by Mail Reporting	630	57	9.05		35	15	27	15									
11516 RIVERSIDE/WD 5	1067	38	3.56		25	4	22	11									
11516 - Vote by Mail Reporting	1067	108	10.12		60	30	47	42									
11519 RIVERSIDE/WD 5	443	165	37.25		117	43	92	37									
11519 - Vote by Mail Reporting	443	0	0.00		0	0	0	0									
11523 RIVERSIDE/WD 5	1576	76	4.82		48	19	44	15									
11523 - Vote by Mail Reporting	1576	248	15.74		162	54	146	68									
11525 RIVERSIDE/WD 5	1645	65	3.95		32	11	44	21									
11525 - Vote by Mail Reporting	1645	179	10.88		103	51	96	44									
11526 RIVERSIDE/WD 5	1433	72	5.02		50	8	55	17									
11526 - Vote by Mail Reporting	1433	280	19.54		174	58	166	70									
11604 RIVERSIDE/WD 6	1	0	0.00		0	0	0	0									
11604 - Vote by Mail Reporting	1	0	0.00		0	0	0	0									
11607 RIVERSIDE/WD 6	0	0	0.00		0	0	0	0									
11607 - Vote by Mail Reporting	0	0	0.00		0	0	0	0									
11613 RIVERSIDE/WD 6	171	25	14.62		13	8	9	12									
11613 - Vote by Mail Reporting	171	0	0.00		0	0	0	0									
11820 ALESSANDRO HTS	178	32	17.98		14	17	11	18									
11820 - Vote by Mail Reporting	178	0	0.00		0	0	0	0									
11821 ALESSANDRO HTS	66	4	6.06		1	3	1	3									
11821 - Vote by Mail Reporting	66	0	0.00		0	0	0	0									
11870 MOCKINGBIRD CYN	1463	36	2.46		23	10	20	7									
11870 - Vote by Mail Reporting	1463	112	7.66		67	39	51	47									
11872 MOCKINGBIRD CYN	1018	29	2.85		21	4	17	6									
11872 - Vote by Mail Reporting	1018	68	6.68		49	20	43	12									
11900 LAKE MATHEWS	1770	21	1.19		16	4	15	2									
11900 - Vote by Mail Reporting	1770	152	8.59		101	52	62	51									
11902 LAKE MATHEWS	936	8	0.85		6	2	3	2									
11902 - Vote by Mail Reporting	936	45	4.81		31	11	19	16									
11905 LAKE MATHEWS	1015	8	0.79		6	1	3	5									
11905 - Vote by Mail Reporting	1015	105	10.34		60	38	53	38									
11929 WOODCREST	1970	35	1.78		24	5	23	9									
11929 - Vote by Mail Reporting	1970	251	12.74		168	64	141	86									
11932 WOODCREST	1754	39	2.22		22	12	24	16									
11932 - Vote by Mail Reporting	1754	124	7.07		81	44	71	33									
11934 WOODCREST	28	5	17.86		0	0	5	1									
11934 - Vote by Mail Reporting	28	0	0.00		0	0	0	0									

RIVERSIDE COUNTY Statement of Vote
CONSOLIDATED UDEL ELECTION

100006	NON PARTISAN RIVERSIDE USD GOV BRD MBR.							
	Registration	Ballots Cast	Turnout (%)	KATHY Y. ALLAVIE	CHRISTOPHER LORENZ	CHARLES "CHUCK" BEATY	MARK SWARTZ	
11937 WOODCREST	491	62	12.63	31	21	27	27	
11937 - Vote by Mail Reporting	491	0	0.00	0	0	0	0	
11945 MEAD VALLEY	367	24	6.54	10	14	8	15	
11945 - Vote by Mail Reporting	367	0	0.00	0	0	0	0	
11970 MARCH ARB	0	0	0.00	0	0	0	0	
11970 - Vote by Mail Reporting	0	0	0.00	0	0	0	0	
21100 RIVERSIDE/WD 1	824	36	4.37	30	5	22	3	
21100 - Vote by Mail Reporting	824	46	5.58	26	11	33	10	
21101 RIVERSIDE/WD 1	237	46	19.41	30	9	23	10	
21101 - Vote by Mail Reporting	237	0	0.00	0	0	0	0	
21104 RIVERSIDE/WD 1	1469	68	4.63	34	12	43	17	
21104 - Vote by Mail Reporting	1469	134	9.12	76	42	76	33	
21107 RIVERSIDE/WD 1	0	0	0.00	0	0	0	0	
21107 - Vote by Mail Reporting	0	0	0.00	0	0	0	0	
21108 RIVERSIDE/WD 1	1662	125	7.52	87	21	85	21	
21108 - Vote by Mail Reporting	1662	236	14.20	156	31	163	40	
21111 RIVERSIDE/WD 1	1731	89	5.14	58	10	55	18	
21111 - Vote by Mail Reporting	1731	218	12.59	135	35	136	50	
21114 RIVERSIDE/WD 1	1588	164	10.33	107	28	114	27	
21114 - Vote by Mail Reporting	1588	325	20.47	211	48	230	74	
21121 RIVERSIDE/WD 1	1698	132	7.77	102	19	95	20	
21121 - Vote by Mail Reporting	1698	245	14.43	173	45	159	48	
21122 RIVERSIDE/WD 1	1593	114	7.16	79	22	78	25	
21122 - Vote by Mail Reporting	1593	275	17.26	172	58	174	67	
21123 RIVERSIDE/WD 1	1136	82	7.22	60	11	57	13	
21123 - Vote by Mail Reporting	1136	235	20.69	159	40	146	48	
21300 RIVERSIDE/WD 3	338	71	21.01	37	19	32	24	
21300 - Vote by Mail Reporting	338	0	0.00	0	0	0	0	
21301 RIVERSIDE/WD 3	1889	137	7.25	75	25	83	29	
21301 - Vote by Mail Reporting	1889	273	14.45	159	57	150	71	
21304 RIVERSIDE/WD 3	1340	102	7.61	63	25	50	33	
21304 - Vote by Mail Reporting	1340	174	12.99	115	32	102	38	
21308 RIVERSIDE/WD 3	1602	89	5.56	56	18	49	22	
21308 - Vote by Mail Reporting	1602	255	15.92	160	49	144	77	
21312 RIVERSIDE/WD 3	1617	125	7.73	76	26	73	30	
21312 - Vote by Mail Reporting	1617	314	19.42	194	58	201	77	
21316 RIVERSIDE/WD 3	2038	139	6.82	82	35	82	43	
21316 - Vote by Mail Reporting	2038	290	14.23	173	71	161	88	
21319 RIVERSIDE/WD 3	1540	77	5.00	45	16	36	21	
21319 - Vote by Mail Reporting	1540	197	12.79	125	41	115	59	
21320 RIVERSIDE/WD 3	1049	69	6.58	44	19	38	22	
21320 - Vote by Mail Reporting	1049	158	15.06	92	37	79	46	
21400 RIVERSIDE/WD 4	3	0	0.00	0	0	0	0	
21400 - Vote by Mail Reporting	3	0	0.00	0	0	0	0	
21905 JURUPA	0	0	0.00	0	0	0	0	
21905 - Vote by Mail Reporting	0	0	0.00	0	0	0	0	
21967 RUBIDOUX	0	0	0.00	0	0	0	0	
21967 - Vote by Mail Reporting	0	0	0.00	0	0	0	0	
51100 RIVERSIDE/WD 1	165	44	26.67	32	5	29	7	
51100 - Vote by Mail Reporting	165	0	0.00	0	0	0	0	
51101 RIVERSIDE/WD 1	10	6	60.00	6	0	5	1	
51101 - Vote by Mail Reporting	10	0	0.00	0	0	0	0	
51805 BOX SPRINGS MTN	17	3	17.65			**********	Insufficient Turnout to Protect Voter Privacy	*********
51805 - Vote by Mail Reporting	17	0	0.00	0	0	0	0	
51900 UNIVERSITY CITY	0	0	0.00	0	0	0	0	
51900 - Vote by Mail Reporting	0	0	0.00	0	0	0	0	
51984 HIGHGROVE	52	12	23.08	6	6	4	4	
51984 - Vote by Mail Reporting	52	0	0.00	0	0	0	0	
51986 HIGHGROVE	1554	39	2.51	28	9	24	6	
51986 - Vote by Mail Reporting	1554	114	7.34	73	32	55	38	
52842 RECHE CANYON	2	0	0.00	0	0	0	0	

100006	NON PARTISAN RIVERSIDE USD GOV BRD MBR.															
	Registration	Ballots Cast	Turnout (%)		KATHY Y. ALLAVIE	CHRISTOPHER LORENZ	CHARLES "CHUCK" BEATY	MARK SWARTZ								
52842 - Vote by Mail Reporting	2	0	0.00		0	0	0	0								
Precinct Totals	99391	5404	5.44		3613	1024	3323	1210								
Vote by Mail Reporting Totals	99391	13474	13.56		8866	2773	7960	3264								
Grand Totals	99391	18878	18.99		12479	3797	11283	4474								
44th Congressional District	99391	18878	18.99		12479	3797	11283	4474								
31st Senatorial District	92520	18212	19.68		12061	3582	10975	4244								
37th Senatorial District	6871	666	9.69		418	215	308	230								
63rd Assembly District	2031	264	13.00		175	59	141	65								
64th Assembly District	91076	17731	19.47		11743	3505	10698	4161								
66th Assembly District	6284	883	14.05		561	233	444	248								
1st SUPERVISORIAL DISTRICT	74237	13620	18.35		9141	2770	8081	3214								
2nd SUPERVISORIAL DISTRICT	23354	5040	21.58		3191	975	3084	1204								
5th SUPERVISORIAL DISTRICT	1800	218	12.11		147	52	118	56								
City of Riverside	86710	17550	20.24		11639	3389	10602	4032								
Unincorporated Area	12681	1328	10.47		840	408	681	442								

RIVERSIDE COUNTY Statement of Vote
CONSOLIDATED UDEL ELECTION

100007	NON PARTISAN PERRIS UNION HIGH SCHOOL GOV BRD MBR.																
	Registration	Ballots Cast	Turnout (%)		CAROLYN ANN TWYMAN	WILLIAM "BILL" HULSTROM	BRADY A. MC CARRON										
11964 MEAD VALLEY	71	20	28.17		14	10	4										
11964 - Vote by Mail Reporting	71	0	0.00		0	0	0										
14028 LAKE ELSINORE	0	0	0.00		0	0	0										
14028 - Vote by Mail Reporting	0	0	0.00		0	0	0										
14042 LAKE ELSINORE	127	23	18.11		14	12	8										
14042 - Vote by Mail Reporting	127	0	0.00		0	0	0										
14045 LAKE ELSINORE	0	0	0.00		0	0	0										
14045 - Vote by Mail Reporting	0	0	0.00		0	0	0										
14047 LAKE ELSINORE	46	11	23.91		10	6	1										
14047 - Vote by Mail Reporting	46	0	0.00		0	0	0										
15001 PERRIS	0	0	0.00		0	0	0										
15001 - Vote by Mail Reporting	0	0	0.00		0	0	0										
15810 GAVILAN HILLS	540	71	13.15		51	35	32										
15810 - Vote by Mail Reporting	540	0	0.00		0	0	0										
15811 GAVILAN HILLS	28	6	21.43		5	2	0										
15811 - Vote by Mail Reporting	28	0	0.00		0	0	0										
15850 GOOD HOPE	150	26	17.33		15	17	12										
15850 - Vote by Mail Reporting	150	0	0.00		0	0	0										
15852 GOOD HOPE	215	31	14.42		18	15	17										
15852 - Vote by Mail Reporting	215	0	0.00		0	0	0										
30088 MURRIETA	440	26	5.91		23	11	9										
30088 - Vote by Mail Reporting	440	0	0.00		0	0	0										
30121 MURRIETA	1655	6	0.36		4	2	3										
30121 - Vote by Mail Reporting	1655	94	5.68		69	38	27										
33100 MENIFEE	2801	51	1.82		37	27	20										
33100 - Vote by Mail Reporting	2801	561	20.03		441	313	164										
33108 MENIFEE	1727	23	1.33		18	5	8										
33108 - Vote by Mail Reporting	1727	117	6.77		80	47	33										
33111 MENIFEE	2979	42	1.41		26	25	17										
33111 - Vote by Mail Reporting	2979	624	20.95		437	351	196										
33112 MENIFEE	2261	62	2.74		35	35	24										
33112 - Vote by Mail Reporting	2261	419	18.53		291	226	142										
33114 MENIFEE	2053	36	1.75		26	18	17										
33114 - Vote by Mail Reporting	2053	487	23.72		367	273	142										
33118 MENIFEE	1670	14	0.84		10	6	4										
33118 - Vote by Mail Reporting	1670	98	5.87		76	54	20										
33122 MENIFEE	1895	39	2.06		26	19	11										
33122 - Vote by Mail Reporting	1895	134	7.07		107	68	32										
33126 MENIFEE	1703	16	0.94		14	7	3										
33126 - Vote by Mail Reporting	1703	114	6.69		86	44	34										
33129 MENIFEE	1451	21	1.45		14	7	10										
33129 - Vote by Mail Reporting	1451	117	8.06		81	60	42										
33138 MENIFEE	0	0	0.00		0	0	0										
33138 - Vote by Mail Reporting	0	0	0.00		0	0	0										
33139 MENIFEE	2143	36	1.68		19	14	22										
33139 - Vote by Mail Reporting	2143	180	8.40		110	86	70										
33142 MENIFEE	1714	42	2.45		28	19	13										
33142 - Vote by Mail Reporting	1714	249	14.53		189	134	75										
33148 MENIFEE	0	0	0.00		0	0	0										
33148 - Vote by Mail Reporting	0	0	0.00		0	0	0										
33150 MENIFEE	0	0	0.00		0	0	0										
33150 - Vote by Mail Reporting	0	0	0.00		0	0	0										
33153 MENIFEE	2670	56	2.10		38	25	27										
33153 - Vote by Mail Reporting	2670	532	19.93		406	330	145										
33157 MENIFEE	812	17	2.09		15	6	2										
33157 - Vote by Mail Reporting	812	51	6.28		39	27	12										
33158 MENIFEE	0	0	0.00		0	0	0										
33158 - Vote by Mail Reporting	0	0	0.00		0	0	0										
33161 MENIFEE	1179	24	2.04		15	7	12										
33161 - Vote by Mail Reporting	1179	108	9.16		81	63	23										
33163 MENIFEE	0	0	0.00		0	0	0										

100007	NON PARTISAN PERRIS UNION HIGH SCHOOL GOV BRD MBR.						
	Registration	Ballots Cast	Turnout (%)	CAROLYN ANN TWYMAN	WILLIAM "BILL" HULSTROM	BRADY A. MC CARRON	
33163 - Vote by Mail Reporting	0	0	0.00	0	0	0	
33167 MENIFEE	1565	24	1.53	18	11	7	
33167 - Vote by Mail Reporting	1565	118	7.54	84	57	36	
33170 MENIFEE	95	29	30.53	21	17	6	
33170 - Vote by Mail Reporting	95	0	0.00	0	0	0	
33172 MENIFEE	791	5	0.63	3	1	3	
33172 - Vote by Mail Reporting	791	70	8.85	55	39	21	
33175 MENIFEE	962	10	1.04	8	3	6	
33175 - Vote by Mail Reporting	962	89	9.25	63	36	29	
33176 MENIFEE	241	37	15.35	20	22	9	
33176 - Vote by Mail Reporting	241	0	0.00	0	0	0	
33177 MENIFEE	20	8	40.00	5	3	3	
33177 - Vote by Mail Reporting	20	0	0.00	0	0	0	
33178 MENIFEE	0	0	0.00	0	0	0	
33178 - Vote by Mail Reporting	0	0	0.00	0	0	0	
33182 MENIFEE	495	77	15.56	58	24	25	
33182 - Vote by Mail Reporting	495	0	0.00	0	0	0	
33185 MENIFEE	230	43	18.70	27	17	14	
33185 - Vote by Mail Reporting	230	0	0.00	0	0	0	
33189 MENIFEE	157	32	20.38	19	14	11	
33189 - Vote by Mail Reporting	157	0	0.00	0	0	0	
34000 LAKE ELSINORE	0	0	0.00	0	0	0	
34000 - Vote by Mail Reporting	0	0	0.00	0	0	0	
35600 SOUTH MENIFEE	0	0	0.00	0	0	0	
35600 - Vote by Mail Reporting	0	0	0.00	0	0	0	
35603 EAST MENIFEE	60	6	10.00	5	3	2	
35603 - Vote by Mail Reporting	60	0	0.00	0	0	0	
35605 EAST MENIFEE	161	16	9.94	11	4	6	
35605 - Vote by Mail Reporting	161	0	0.00	0	0	0	
35607 EAST MENIFEE	172	40	23.26	30	12	18	
35607 - Vote by Mail Reporting	172	0	0.00	0	0	0	
35609 SOUTH MENIFEE	508	66	12.99	54	26	22	
35609 - Vote by Mail Reporting	508	0	0.00	0	0	0	
35618 SOUTH MENIFEE	81	12	14.81	9	7	3	
35618 - Vote by Mail Reporting	81	0	0.00	0	0	0	
35619 SOUTH MENIFEE	282	38	13.48	23	17	10	
35619 - Vote by Mail Reporting	282	0	0.00	0	0	0	
36000 SAN JACINTO	0	0	0.00	0	0	0	
36000 - Vote by Mail Reporting	0	0	0.00	0	0	0	
37600 HOMELAND	151	17	11.26	8	8	3	
37600 - Vote by Mail Reporting	151	0	0.00	0	0	0	
37659 WINCHESTER	16	2	12.50		**********	Insufficient Turnout to Protect Voter Privacy	*********
37659 - Vote by Mail Reporting	16	0	0.00	0	0	0	
37665 WINCHESTER	24	1	4.17		**********	Insufficient Turnout to Protect Voter Privacy	*********
37665 - Vote by Mail Reporting	24	0	0.00	0	0	0	
39000 WILDOMAR	205	33	16.10	24	9	10	
39000 - Vote by Mail Reporting	205	0	0.00	0	0	0	
52331 MORENO VALLEY/3	0	0	0.00	0	0	0	
52331 - Vote by Mail Reporting	0	0	0.00	0	0	0	
52906 GILMAN HOT SPGS	7	0	0.00	0	0	0	
52906 - Vote by Mail Reporting	7	0	0.00	0	0	0	
52920 MYSTIC LAKE	8	2	25.00		**********	Insufficient Turnout to Protect Voter Privacy	*********
52920 - Vote by Mail Reporting	8	0	0.00	0	0	0	
53103 MENIFEE	1205	16	1.33	8	8	10	
53103 - Vote by Mail Reporting	1205	100	8.30	75	38	26	
53106 MENIFEE	0	0	0.00	0	0	0	
53106 - Vote by Mail Reporting	0	0	0.00	0	0	0	
53107 MENIFEE	0	0	0.00	0	0	0	
53107 - Vote by Mail Reporting	0	0	0.00	0	0	0	
53109 MENIFEE	0	0	0.00	0	0	0	
53109 - Vote by Mail Reporting	0	0	0.00	0	0	0	

RIVERSIDE COUNTY Statement of Vote
CONSOLIDATED UDEL ELECTION

100007	NON PARTISAN PERRIS UNION HIGH SCHOOL GOV BRD MBR.																
	Registration	Ballots Cast	Turnout (%)		CAROLYN ANN TWYMAN	WILLIAM "BILL" HULSTROM	BRADY A. MC CARRON										
53111 MENIFEE	0	0	0.00		0	0	0										
53111 - Vote by Mail Reporting	0	0	0.00		0	0	0										
54500 ELSINORE	29	4	13.79		4	1	2										
54500 - Vote by Mail Reporting	29	0	0.00		0	0	0										
54513 ELSINORE	158	27	17.09		21	13	11										
54513 - Vote by Mail Reporting	158	0	0.00		0	0	0										
55011 PERRIS	1550	62	4.00		37	23	19										
55011 - Vote by Mail Reporting	1550	101	6.52		79	44	29										
55014 PERRIS	1312	58	4.42		22	35	22										
55014 - Vote by Mail Reporting	1312	190	14.48		112	117	62										
55016 PERRIS	1282	50	3.90		27	32	28										
55016 - Vote by Mail Reporting	1282	92	7.18		55	52	40										
55018 PERRIS	1430	42	2.94		21	19	19										
55018 - Vote by Mail Reporting	1430	75	5.24		49	27	22										
55020 PERRIS	1348	53	3.93		31	27	25										
55020 - Vote by Mail Reporting	1348	73	5.42		51	31	30										
55023 PERRIS	1412	57	4.04		26	28	18										
55023 - Vote by Mail Reporting	1412	91	6.44		55	42	33										
55026 PERRIS	925	24	2.59		13	12	5										
55026 - Vote by Mail Reporting	925	100	10.81		64	32	21										
55790 ROMOLAND	160	36	22.50		20	17	15										
55790 - Vote by Mail Reporting	160	0	0.00		0	0	0										
55854 GOOD HOPE	971	19	1.96		14	15	6										
55854 - Vote by Mail Reporting	971	82	8.44		48	39	32										
55860 GOOD HOPE	1166	16	1.37		9	11	6										
55860 - Vote by Mail Reporting	1166	57	4.89		47	24	23										
55871 HWY74 GREENWALD	263	37	14.07		30	10	18										
55871 - Vote by Mail Reporting	263	0	0.00		0	0	0										
55880 HWY74 GREENWALD	0	0	0.00		0	0	0										
55880 - Vote by Mail Reporting	0	0	0.00		0	0	0										
56900 LAKEVIEW	8	2	25.00			**********	Insufficient Turnout to Protect Voter Privacy							*********			
56900 - Vote by Mail Reporting	8	0	0.00		0	0	0										
56913 NUEVO	1353	35	2.59		23	17	15										
56913 - Vote by Mail Reporting	1353	99	7.32		73	54	30										
56919 NUEVO	1427	44	3.08		22	24	22										
56919 - Vote by Mail Reporting	1427	124	8.69		80	65	31										
56922 NUEVO	0	0	0.00		0	0	0										
56922 - Vote by Mail Reporting	0	0	0.00		0	0	0										
56923 NUEVO	758	7	0.92		2	3	4										
56923 - Vote by Mail Reporting	758	82	10.82		46	48	18										
56925 NUEVO	0	0	0.00		0	0	0										
56925 - Vote by Mail Reporting	0	0	0.00		0	0	0										
56930 JUNIPER FLATS	1009	13	1.29		6	7	8										
56930 - Vote by Mail Reporting	1009	101	10.01		57	68	23										
56931 JUNIPER FLATS	0	0	0.00		0	0	0										
56931 - Vote by Mail Reporting	0	0	0.00		0	0	0										
56932 JUNIPER FLATS	0	0	0.00		0	0	0										
56932 - Vote by Mail Reporting	0	0	0.00		0	0	0										
57601 HOMELAND	0	0	0.00		0	0	0										
57601 - Vote by Mail Reporting	0	0	0.00		0	0	0										
57603 HOMELAND	0	0	0.00		0	0	0										
57603 - Vote by Mail Reporting	0	0	0.00		0	0	0										
57604 HOMELAND	2	0	0.00		0	0	0										
57604 - Vote by Mail Reporting	2	0	0.00		0	0	0										
57605 HOMELAND	2038	24	1.18		14	14	5										
57605 - Vote by Mail Reporting	2038	267	13.10		181	123	96										
57606 HOMELAND	12	2	16.67			**********	Insufficient Turnout to Protect Voter Privacy							*********			
57606 - Vote by Mail Reporting	12	0	0.00		0	0	0										
Precinct Totals	56379	1825	3.24		1173	852	695										

RIVERSIDE COUNTY Statement of Vote
CONSOLIDATED UDEL ELECTION

100007	NON PARTISAN PERRIS UNION HIGH SCHOOL GOV BRD MBR.															
	Registration	Ballots Cast	Turnout (%)		CAROLYN ANN TWYMAN	WILLIAM "BILL" HULSTROM	BRADY A. MC CARRON									
Vote by Mail Reporting Totals	56379	5796	10.28		4134	3050	1759									
Grand Totals	56379	7621	13.52		5307	3902	2454									
41st Congressional District	7	0	0.00		0	0	0									
44th Congressional District	690	97	14.06		66	52	44									
45th Congressional District	21187	2705	12.77		1896	1373	863									
49th Congressional District	34495	4819	13.97		3345	2477	1547									
36th Senatorial District	9448	965	10.21		703	401	316									
37th Senatorial District	46931	6656	14.18		4604	3501	2138									
64th Assembly District	14074	1319	9.37		944	588	442									
65th Assembly District	42305	6302	14.90		4363	3314	2012									
1st SUPERVISORIAL DISTRICT	1177	188	15.97		127	97	74									
3rd SUPERVISORIAL DISTRICT	35369	5169	14.61		3755	2680	1604									
5th SUPERVISORIAL DISTRICT	19833	2264	11.42		1425	1125	776									
City of Lake Elsinore	173	34	19.65		24	18	9									
City of Moreno Valley	0	0	0.00		0	0	0									
City of Murrieta	2095	126	6.01		96	51	39									
City of Perris	9259	1068	11.53		642	521	373									
City of San Jacinto	0	0	0.00		0	0	0									
City of Wildomar	205	33	16.10		24	9	10									
City of Menifee	32819	4928	15.02		3576	2586	1526									
Unincorporated Area	11828	1432	12.11		945	717	497									

RIVERSIDE COUNTY Statement of Vote
CONSOLIDATED UDEL ELECTION

100008	NON PARTISAN PERRIS ELEM SCHOOL DISTRICT GOV BRD MBR.															
	Registration	Ballots Cast	Turnout (%)		SHIRLEY ZSCHOKKE	JOSE "PEPE" GARCIA	RAYMOND PINERO	MONICA MARTIN								
11964 MEAD VALLEY	71	20	28.17		13	7	10	11								
11964 - Vote by Mail Reporting	71	0	0.00		0	0	0	0								
14028 LAKE ELSINORE	0	0	0.00		0	0	0	0								
14028 - Vote by Mail Reporting	0	0	0.00		0	0	0	0								
15001 PERRIS	0	0	0.00		0	0	0	0								
15001 - Vote by Mail Reporting	0	0	0.00		0	0	0	0								
15810 GAVILAN HILLS	540	71	13.15		49	41	26	44								
15810 - Vote by Mail Reporting	540	0	0.00		0	0	0	0								
15811 GAVILAN HILLS	28	6	21.43		5	2	2	4								
15811 - Vote by Mail Reporting	28	0	0.00		0	0	0	0								
15850 GOOD HOPE	150	26	17.33		16	11	16	16								
15850 - Vote by Mail Reporting	150	0	0.00		0	0	0	0								
15852 GOOD HOPE	215	31	14.42		14	12	15	21								
15852 - Vote by Mail Reporting	215	0	0.00		0	0	0	0								
54500 ELSINORE	29	4	13.79		1	2	2	4								
54500 - Vote by Mail Reporting	29	0	0.00		0	0	0	0								
54513 ELSINORE	158	27	17.09		8	16	18	20								
54513 - Vote by Mail Reporting	158	0	0.00		0	0	0	0								
55011 PERRIS	1550	62	4.00		21	34	26	22								
55011 - Vote by Mail Reporting	1550	101	6.52		42	61	47	51								
55014 PERRIS	1312	58	4.42		28	19	25	26								
55014 - Vote by Mail Reporting	1312	190	14.48		108	66	107	125								
55016 PERRIS	1282	50	3.90		28	21	29	37								
55016 - Vote by Mail Reporting	1282	92	7.18		56	45	48	59								
55018 PERRIS	1430	42	2.94		18	24	16	18								
55018 - Vote by Mail Reporting	1430	75	5.24		26	31	26	40								
55020 PERRIS	1348	53	3.93		19	36	21	25								
55020 - Vote by Mail Reporting	1348	73	5.42		41	36	39	48								
55023 PERRIS	1412	57	4.04		26	28	19	23								
55023 - Vote by Mail Reporting	1412	91	6.44		42	51	37	44								
55854 GOOD HOPE	971	19	1.96		14	9	11	11								
55854 - Vote by Mail Reporting	971	82	8.44		44	43	30	45								
55860 GOOD HOPE	1166	16	1.37		9	8	6	9								
55860 - Vote by Mail Reporting	1166	57	4.89		23	36	26	37								
55871 HWY74 GREENWALD	263	37	14.07		19	20	13	18								
55871 - Vote by Mail Reporting	263	0	0.00		0	0	0	0								
56922 NUEVO	0	0	0.00		0	0	0	0								
56922 - Vote by Mail Reporting	0	0	0.00		0	0	0	0								
Precinct Totals	11925	579	4.86		288	290	255	309								
Vote by Mail Reporting Totals	11925	761	6.38		382	369	360	449								
Grand Totals	11925	1340	11.24		670	659	615	758								
44th Congressional District	690	97	14.06		65	52	42	60								
49th Congressional District	11235	1243	11.06		605	607	573	698								
37th Senatorial District	11925	1340	11.24		670	659	615	758								
64th Assembly District	3591	396	11.03		215	207	175	240								
65th Assembly District	8334	944	11.33		455	452	440	518								
1st SUPERVISORIAL DISTRICT	1004	154	15.34		97	73	69	96								
5th SUPERVISORIAL DISTRICT	10921	1186	10.86		573	586	546	662								
City of Lake Elsinore	0	0	0.00		0	0	0	0								
City of Perris	8334	944	11.33		455	452	440	518								
Unincorporated Area	3591	396	11.03		215	207	175	240								

100009	CITY OF BLYTHE															
	Registration	Ballots Cast	Turnout (%)		BLYTHE CITY COUNCIL MEMBER QUENTON E. HANSON	ROBERT A. CRAIN	OSCAR G. GALVAN	SAM PATEL	JOSEPH "JOEY" DE CONINCK	WILLIAM "WILLIE" J. SMITH	MIKE MC ANDREW	BEVERLY A. MAYS		BLYTHE CITY CLERK BEVERLY LANG	MALLORY SUTTERFIELD	
47000 BLYTHE	0	0	0.00		0	0	0	0	0	0	0	0		0	0	
47000 - Vote by Mail Reporting	0	0	0.00		0	0	0	0	0	0	0	0		0	0	
47001 BLYTHE	177	107	60.45		21	17	51	51	71	43	10	23		48	49	
47001 - Vote by Mail Reporting	177	0	0.00		0	0	0	0	0	0	0	0		0	0	
47004 BLYTHE	1106	297	26.85		106	45	150	105	147	111	11	60		99	165	
47004 - Vote by Mail Reporting	1106	251	22.69		77	54	107	92	133	82	25	80		111	105	
47005 BLYTHE	1121	289	25.78		116	37	144	99	131	119	26	61		99	167	
47005 - Vote by Mail Reporting	1121	239	21.32		88	49	107	98	118	72	26	60		120	94	
47006 BLYTHE	111	59	53.15		13	22	24	11	35	26	5	9		28	28	
47006 - Vote by Mail Reporting	111	0	0.00		0	0	0	0	0	0	0	0		0	0	
47007 BLYTHE	0	0	0.00		0	0	0	0	0	0	0	0		0	0	
47007 - Vote by Mail Reporting	0	0	0.00		0	0	0	0	0	0	0	0		0	0	
47011 BLYTHE	982	188	19.14		69	44	98	59	79	65	9	54		82	89	
47011 - Vote by Mail Reporting	982	175	17.82		59	32	65	67	89	60	21	49		76	73	
47018 BLYTHE	974	189	19.40		74	21	81	73	61	62	13	73		80	85	
47018 - Vote by Mail Reporting	974	165	16.94		36	45	75	63	75	47	20	59		82	62	
Precinct Totals	4471	1129	25.25		399	186	548	398	524	426	74	280		436	583	
Vote by Mail Reporting Totals	4471	830	18.56		260	180	354	320	415	261	92	248		389	334	
Grand Totals	4471	1959	43.82		659	366	902	718	939	687	166	528		825	917	
45th Congressional District	4471	1959	43.82		659	366	902	718	939	687	166	528		825	917	
37th Senatorial District	0	0	0.00		0	0	0	0	0	0	0	0		0	0	
40th Senatorial District	4471	1959	43.82		659	366	902	718	939	687	166	528		825	917	
80th Assembly District	4471	1959	43.82		659	366	902	718	939	687	166	528		825	917	
4th SUPERVISORIAL DISTRICT	4471	1959	43.82		659	366	902	718	939	687	166	528		825	917	
City of Blythe	4471	1959	43.82		659	366	902	718	939	687	166	528		825	917	

RIVERSIDE COUNTY Statement of Vote
CONSOLIDATED UDEL ELECTION

100009	CITY OF BLYTHE															
	Registration	Ballots Cast	Turnout (%)		BLYTHE CITY COUNCIL MEMBER QUENTON E. HANSON	ROBERT A. CRAIN	OSCAR G. GALVAN	SAM PATEL	JOSEPH "JOEY" DE CONINCK	WILLIAM "WILLIE" J. SMITH	MIKE MC ANDREW	BEVERLY A. MAYS		BLYTHE CITY CLERK BEVERLY LANG	MALLORY SUTTERFIELD	
47000 BLYTHE	0	0	0.00		0	0	0	0	0	0	0	0		0	0	
47000 - Vote by Mail Reporting	0	0	0.00		0	0	0	0	0	0	0	0		0	0	
47001 BLYTHE	177	107	60.45		21	17	51	51	71	43	10	23		48	49	
47001 - Vote by Mail Reporting	177	0	0.00		0	0	0	0	0	0	0	0		0	0	
47004 BLYTHE	1106	297	26.85		106	45	150	105	147	111	11	60		99	165	
47004 - Vote by Mail Reporting	1106	251	22.69		77	54	107	92	133	82	25	80		111	105	
47005 BLYTHE	1121	289	25.78		116	37	144	99	131	119	26	61		99	167	
47005 - Vote by Mail Reporting	1121	239	21.32		88	49	107	98	118	72	26	60		120	94	
47006 BLYTHE	111	59	53.15		13	22	24	11	35	26	5	9		28	28	
47006 - Vote by Mail Reporting	111	0	0.00		0	0	0	0	0	0	0	0		0	0	
47007 BLYTHE	0	0	0.00		0	0	0	0	0	0	0	0		0	0	
47007 - Vote by Mail Reporting	0	0	0.00		0	0	0	0	0	0	0	0		0	0	
47011 BLYTHE	982	188	19.14		69	44	98	59	79	65	9	54		82	89	
47011 - Vote by Mail Reporting	982	175	17.82		59	32	65	67	89	60	21	49		76	73	
47018 BLYTHE	974	189	19.40		74	21	81	73	61	62	13	73		80	85	
47018 - Vote by Mail Reporting	974	165	16.94		36	45	75	63	75	47	20	59		82	62	
Precinct Totals	4471	1129	25.25		399	186	548	398	524	426	74	280		436	583	
Vote by Mail Reporting Totals	4471	830	18.56		260	180	354	320	415	261	92	248		389	334	
Grand Totals	4471	1959	43.82		659	366	902	718	939	687	166	528		825	917	
45th Congressional District	4471	1959	43.82		659	366	902	718	939	687	166	528		825	917	
37th Senatorial District	0	0	0.00		0	0	0	0	0	0	0	0		0	0	
40th Senatorial District	4471	1959	43.82		659	366	902	718	939	687	166	528		825	917	
80th Assembly District	4471	1959	43.82		659	366	902	718	939	687	166	528		825	917	
4th SUPERVISORIAL DISTRICT	4471	1959	43.82		659	366	902	718	939	687	166	528		825	917	
City of Blythe	4471	1959	43.82		659	366	902	718	939	687	166	528		825	917	

RIVERSIDE COUNTY Statement of Vote
CONSOLIDATED UDEL ELECTION

100011	NON PARTISAN BLYTHE CITY TREASURER															
	Registration	Ballots Cast	Turnout (%)		LEANN KAY MARTIN											
47000 BLYTHE	0	0	0.00		0											
47000 - Vote by Mail Reporting	0	0	0.00		0											
47001 BLYTHE	177	107	60.45		72											
47001 - Vote by Mail Reporting	177	0	0.00		0											
47004 BLYTHE	1106	297	26.85		205											
47004 - Vote by Mail Reporting	1106	251	22.69		157											
47005 BLYTHE	1121	289	25.78		209											
47005 - Vote by Mail Reporting	1121	239	21.32		177											
47006 BLYTHE	111	59	53.15		41											
47006 - Vote by Mail Reporting	111	0	0.00		0											
47007 BLYTHE	0	0	0.00		0											
47007 - Vote by Mail Reporting	0	0	0.00		0											
47011 BLYTHE	982	188	19.14		143											
47011 - Vote by Mail Reporting	982	175	17.82		125											
47018 BLYTHE	974	189	19.40		125											
47018 - Vote by Mail Reporting	974	165	16.94		123											
Precinct Totals	4471	1129	25.25		795											
Vote by Mail Reporting Totals	4471	830	18.56		582											
Grand Totals	4471	1959	43.82		1377											
45th Congressional District	4471	1959	43.82		1377											
37th Senatorial District	0	0	0.00		0											
40th Senatorial District	4471	1959	43.82		1377											
80th Assembly District	4471	1959	43.82		1377											
4th SUPERVISORIAL DISTRICT	4471	1959	43.82		1377											
City of Blythe	4471	1959	43.82		1377											

RIVERSIDE COUNTY Statement of Vote
CONSOLIDATED UDEL ELECTION

100012	CITY OF DESERT HOT SPRINGS															
	Registration	Ballots Cast	Turnout (%)		DESERT HOT SPRINGS MAYOR YVONNE PARKS	RUSSELL BETTS		DESERT HOT SPRINGS CITY COUNCIL MEMBER JAN PYE	ROBERT "BOBBY" BENTLEY	TERRY SCHEURER	SCOTT MATAS	RUSS MARTIN				
58000 DESERT HOT SPGS	0	0	0.00		0	0		0	0	0	0	0				
58000 - Vote by Mail Reporting	0	0	0.00		0	0		0	0	0	0	0				
58002 DESERT HOT SPGS	0	0	0.00		0	0		0	0	0	0	0				
58002 - Vote by Mail Reporting	0	0	0.00		0	0		0	0	0	0	0				
58003 DESERT HOT SPGS	0	0	0.00		0	0		0	0	0	0	0				
58003 - Vote by Mail Reporting	0	0	0.00		0	0		0	0	0	0	0				
58005 DESERT HOT SPGS	1693	218	12.88		113	104		91	36	33	117	106				
58005 - Vote by Mail Reporting	1693	456	26.93		267	178		222	59	96	266	198				
58009 DESERT HOT SPGS	0	0	0.00		0	0		0	0	0	0	0				
58009 - Vote by Mail Reporting	0	0	0.00		0	0		0	0	0	0	0				
58010 DESERT HOT SPGS	2049	237	11.57		126	107		109	37	32	133	97				
58010 - Vote by Mail Reporting	2049	308	15.03		190	115		154	34	62	190	122				
58012 DESERT HOT SPGS	1697	129	7.60		77	49		65	23	23	69	51				
58012 - Vote by Mail Reporting	1697	216	12.73		144	68		90	37	36	131	93				
58015 DESERT HOT SPGS	0	0	0.00		0	0		0	0	0	0	0				
58015 - Vote by Mail Reporting	0	0	0.00		0	0		0	0	0	0	0				
58018 DESERT HOT SPGS	2039	202	9.91		132	66		87	30	26	144	76				
58018 - Vote by Mail Reporting	2039	369	18.10		240	125		180	56	57	220	150				
Precinct Totals	7478	786	10.51		448	326		352	126	114	463	330				
Vote by Mail Reporting Totals	7478	1349	18.04		841	486		646	186	251	807	563				
Grand Totals	7478	2135	28.55		1289	812		998	312	365	1270	893				
41st Congressional District	7478	2135	28.55		1289	812		998	312	365	1270	893				
37th Senatorial District	7478	2135	28.55		1289	812		998	312	365	1270	893				
80th Assembly District	7478	2135	28.55		1289	812		998	312	365	1270	893				
5th SUPERVISORIAL DISTRICT	7478	2135	28.55		1289	812		998	312	365	1270	893				
City of Desert Hot Springs	7478	2135	28.55		1289	812		998	312	365	1270	893				

RIVERSIDE COUNTY Statement of Vote
CONSOLIDATED UDEL ELECTION

100012	CITY OF DESERT HOT SPRINGS															
	Registration	Ballots Cast	Turnout (%)		DESERT HOT SPRINGS MAYOR YVONNE PARKS	RUSSELL BETTS		DESERT HOT SPRINGS CITY COUNCIL MEMBER JAN PYE	ROBERT "BOBBY" BENTLEY	TERRY SCHEURER	SCOTT MATAS	RUSS MARTIN				
58000 DESERT HOT SPGS	0	0	0.00		0	0		0	0	0	0	0				
58000 - Vote by Mail Reporting	0	0	0.00		0	0		0	0	0	0	0				
58002 DESERT HOT SPGS	0	0	0.00		0	0		0	0	0	0	0				
58002 - Vote by Mail Reporting	0	0	0.00		0	0		0	0	0	0	0				
58003 DESERT HOT SPGS	0	0	0.00		0	0		0	0	0	0	0				
58003 - Vote by Mail Reporting	0	0	0.00		0	0		0	0	0	0	0				
58005 DESERT HOT SPGS	1693	218	12.88		113	104		91	36	33	117	106				
58005 - Vote by Mail Reporting	1693	456	26.93		267	178		222	59	96	266	198				
58009 DESERT HOT SPGS	0	0	0.00		0	0		0	0	0	0	0				
58009 - Vote by Mail Reporting	0	0	0.00		0	0		0	0	0	0	0				
58010 DESERT HOT SPGS	2049	237	11.57		126	107		109	37	32	133	97				
58010 - Vote by Mail Reporting	2049	308	15.03		190	115		154	34	62	190	122				
58012 DESERT HOT SPGS	1697	129	7.60		77	49		65	23	23	69	51				
58012 - Vote by Mail Reporting	1697	216	12.73		144	68		90	37	36	131	93				
58015 DESERT HOT SPGS	0	0	0.00		0	0		0	0	0	0	0				
58015 - Vote by Mail Reporting	0	0	0.00		0	0		0	0	0	0	0				
58018 DESERT HOT SPGS	2039	202	9.91		132	66		87	30	26	144	76				
58018 - Vote by Mail Reporting	2039	369	18.10		240	125		180	56	57	220	150				
Precinct Totals	7478	786	10.51		448	326		352	126	114	463	330				
Vote by Mail Reporting Totals	7478	1349	18.04		841	486		646	186	251	807	563				
Grand Totals	7478	2135	28.55		1289	812		998	312	365	1270	893				
41st Congressional District	7478	2135	28.55		1289	812		998	312	365	1270	893				
37th Senatorial District	7478	2135	28.55		1289	812		998	312	365	1270	893				
80th Assembly District	7478	2135	28.55		1289	812		998	312	365	1270	893				
5th SUPERVISORIAL DISTRICT	7478	2135	28.55		1289	812		998	312	365	1270	893				
City of Desert Hot Springs	7478	2135	28.55		1289	812		998	312	365	1270	893				

RIVERSIDE COUNTY Statement of Vote
CONSOLIDATED UDEL ELECTION

100014	NON PARTISAN NORCO CITY COUNCIL MEMBER															
	Registration	Ballots Cast	Turnout (%)		FRANK HALL	KEVIN BASH	HARVEY C. SULLIVAN	RICHARD L. MAC GREGOR								
23001 NORCO	0	0	0.00		0	0	0	0								
23001 - Vote by Mail Reporting	0	0	0.00		0	0	0	0								
23002 NORCO	1201	130	10.82		62	70	64	35								
23002 - Vote by Mail Reporting	1201	184	15.32		96	102	86	51								
23005 NORCO	1592	245	15.39		107	132	155	44								
23005 - Vote by Mail Reporting	1592	192	12.06		98	89	116	35								
23006 NORCO	0	0	0.00		0	0	0	0								
23006 - Vote by Mail Reporting	0	0	0.00		0	0	0	0								
23011 NORCO	0	0	0.00		0	0	0	0								
23011 - Vote by Mail Reporting	0	0	0.00		0	0	0	0								
23013 NORCO	1323	115	8.69		66	50	62	24								
23013 - Vote by Mail Reporting	1323	266	20.11		164	103	132	70								
23016 NORCO	1722	184	10.69		80	110	96	42								
23016 - Vote by Mail Reporting	1722	228	13.24		119	126	108	50								
23017 NORCO	801	78	9.74		28	45	37	22								
23017 - Vote by Mail Reporting	801	95	11.86		49	50	40	22								
23018 NORCO	1680	168	10.00		66	104	78	35								
23018 - Vote by Mail Reporting	1680	222	13.21		69	145	101	36								
23019 NORCO	0	0	0.00		0	0	0	0								
23019 - Vote by Mail Reporting	0	0	0.00		0	0	0	0								
23020 NORCO	1503	90	5.99		55	43	44	28								
23020 - Vote by Mail Reporting	1503	239	15.90		118	109	120	65								
23023 NORCO	1390	121	8.71		62	68	62	31								
23023 - Vote by Mail Reporting	1390	220	15.83		92	119	106	47								
Precinct Totals	11212	1131	10.09		526	622	598	261								
Vote by Mail Reporting Totals	11212	1646	14.68		805	843	809	376								
Grand Totals	11212	2777	24.77		1331	1465	1407	637								
44th Congressional District	11212	2777	24.77		1331	1465	1407	637								
37th Senatorial District	11212	2777	24.77		1331	1465	1407	637								
71st Assembly District	11212	2777	24.77		1331	1465	1407	637								
2nd SUPERVISORIAL DISTRICT	11212	2777	24.77		1331	1465	1407	637								
City of Norco	11212	2777	24.77		1331	1465	1407	637								

RIVERSIDE COUNTY Statement of Vote
CONSOLIDATED UDEL ELECTION

100015	NON PARTISAN PALM SPRINGS CITY COUNCIL MEMBER															
	Registration	Ballots Cast	Turnout (%)		JOHN TYMON	DAVID CARDEN	JIM OSTERBERGER	ELOISE GARCIA-MOHSIN	MICHAEL A. GALLARDO	MARK D. WALTHOUR	GINNY FOAT	ALEXANDER P. DOBRECEVIC	BARBARA BEATY	DREW SWEATTE	CHRISTOPHER "CHRIS" MILLS	
49005 PALM SPRINGS	2180	268	12.29		4	92	22	1	12	12	107	6	116	14	111	
49005 - Vote by Mail Reporting	2180	512	23.49		15	122	54	6	51	50	199	13	193	30	218	
49006 PALM SPRINGS	1912	304	15.90		1	86	18	4	23	13	130	4	126	31	130	
49006 - Vote by Mail Reporting	1912	520	27.20		8	145	52	8	26	44	260	15	161	14	217	
49009 PALM SPRINGS	2350	253	10.77		1	79	18	6	26	19	111	2	90	25	84	
49009 - Vote by Mail Reporting	2350	578	24.60		17	187	61	10	61	28	248	8	190	32	209	
49013 PALM SPRINGS	2627	356	13.55		2	153	30	6	22	15	148	6	142	26	120	
49013 - Vote by Mail Reporting	2627	896	34.11		8	317	102	9	49	53	420	11	284	54	353	
49017 PALM SPRINGS	2269	313	13.79		12	137	19	6	30	9	164	7	93	19	82	
49017 - Vote by Mail Reporting	2269	554	24.42		9	200	60	21	54	22	246	8	181	27	200	
49023 PALM SPRINGS	2332	254	10.89		12	67	28	4	11	18	119	5	91	15	109	
49023 - Vote by Mail Reporting	2332	672	28.82		15	178	64	18	45	48	281	17	269	22	293	
49025 PALM SPRINGS	1328	203	15.29		3	89	26	2	7	8	91	3	82	5	70	
49025 - Vote by Mail Reporting	1328	450	33.89		5	163	31	3	24	15	195	6	165	27	205	
49026 PALM SPRINGS	2416	312	12.91		7	74	34	6	30	18	113	5	130	17	147	
49026 - Vote by Mail Reporting	2416	659	27.28		17	157	62	22	48	53	268	12	208	35	329	
49031 PALM SPRINGS	0	0	0.00		0	0	0	0	0	0	0	0	0	0	0	
49031 - Vote by Mail Reporting	0	0	0.00		0	0	0	0	0	0	0	0	0	0	0	
59000 PALM SPRINGS	0	0	0.00		0	0	0	0	0	0	0	0	0	0	0	
59000 - Vote by Mail Reporting	0	0	0.00		0	0	0	0	0	0	0	0	0	0	0	
59001 PALM SPRINGS	0	0	0.00		0	0	0	0	0	0	0	0	0	0	0	
59001 - Vote by Mail Reporting	0	0	0.00		0	0	0	0	0	0	0	0	0	0	0	
59002 PALM SPRINGS	2	1	50.00				**********	Insufficient Turnout to Protect Voter Privacy						*********		
59002 - Vote by Mail Reporting	2	0	0.00		0	0	0	0	0	0	0	0	0	0	0	
59003 PALM SPRINGS	0	0	0.00		0	0	0	0	0	0	0	0	0	0	0	
59003 - Vote by Mail Reporting	0	0	0.00		0	0	0	0	0	0	0	0	0	0	0	
59006 PALM SPRINGS	0	0	0.00		0	0	0	0	0	0	0	0	0	0	0	
59006 - Vote by Mail Reporting	0	0	0.00		0	0	0	0	0	0	0	0	0	0	0	
59011 PALM SPRINGS	1739	153	8.80		3	50	13	3	15	12	55	5	60	11	51	
59011 - Vote by Mail Reporting	1739	344	19.78		4	133	41	7	28	13	162	9	100	20	108	
59020 PALM SPRINGS	1799	213	11.84		3	66	22	5	17	20	91	5	75	20	83	
59020 - Vote by Mail Reporting	1799	411	22.85		5	116	50	11	20	32	181	8	141	19	181	
59021 PALM SPRINGS	1585	192	12.11		3	72	22	2	18	8	82	8	70	19	59	
59021 - Vote by Mail Reporting	1585	407	25.68		15	113	57	11	40	28	181	12	122	20	144	
Precinct Totals	22539	2822	12.52		51	965	252	45	211	152	1212	56	1075	202	1047	
Vote by Mail Reporting Totals	22539	6003	26.63		118	1831	634	126	446	386	2641	119	2014	300	2457	
Grand Totals	22539	8825	39.15		169	2796	886	171	657	538	3853	175	3089	502	3504	
45th Congressional District	22539	8825	39.15		169	2796	886	171	657	538	3853	175	3089	502	3504	
37th Senatorial District	22539	8825	39.15		169	2796	886	171	657	538	3853	175	3089	502	3504	
80th Assembly District	22539	8825	39.15		169	2796	886	171	657	538	3853	175	3089	502	3504	
4th SUPERVISORIAL DISTRICT	17414	7104	40.79		136	2246	681	132	519	425	3100	128	2521	393	2877	
5th SUPERVISORIAL DISTRICT	5125	1721	33.58		33	550	205	39	138	113	753	47	568	109	627	
City of Palm Springs	22539	8825	39.15		169	2796	886	171	657	538	3853	175	3089	502	3504	

RIVERSIDE COUNTY Statement of Vote
CONSOLIDATED UDEL ELECTION

100016	NON PARTISAN RIVERSIDE MAYOR																
	Registration	Ballots Cast	Turnout (%)		ART GAGE	RON LOVERIDGE											
11100 RIVERSIDE/WD 1	73	21	28.77		5	16											
11100 - Vote by Mail Reporting	73	0	0.00		0	0											
11104 RIVERSIDE/WD 1	1084	55	5.07		16	39											
11104 - Vote by Mail Reporting	1084	99	9.13		42	57											
11105 RIVERSIDE/WD 1	0	0	0.00		0	0											
11105 - Vote by Mail Reporting	0	0	0.00		0	0											
11111 RIVERSIDE/WD 1	1348	37	2.74		16	21											
11111 - Vote by Mail Reporting	1348	85	6.31		23	62											
11115 RIVERSIDE/WD 1	1306	122	9.34		32	88											
11115 - Vote by Mail Reporting	1306	214	16.39		60	150											
11200 RIVERSIDE/WD 2	1426	32	2.24		8	23											
11200 - Vote by Mail Reporting	1426	87	6.10		19	67											
11201 RIVERSIDE/WD 2	934	10	1.07		1	9											
11201 - Vote by Mail Reporting	934	29	3.10		10	19											
11203 RIVERSIDE/WD 2	924	21	2.27		1	20											
11203 - Vote by Mail Reporting	924	27	2.92		5	21											
11204 RIVERSIDE/WD 2	1376	134	9.74		27	104											
11204 - Vote by Mail Reporting	1376	238	17.30		80	150											
11205 RIVERSIDE/WD 2	1407	60	4.26		23	37											
11205 - Vote by Mail Reporting	1407	109	7.75		30	76											
11210 RIVERSIDE/WD 2	1269	5	0.39		0	5											
11210 - Vote by Mail Reporting	1269	10	0.79		4	6											
11214 RIVERSIDE/WD 2	1364	68	4.99		24	43											
11214 - Vote by Mail Reporting	1364	173	12.68		52	120											
11218 RIVERSIDE/WD 2	1042	86	8.25		17	66											
11218 - Vote by Mail Reporting	1042	181	17.37		46	132											
11219 RIVERSIDE/WD 2	1214	84	6.92		30	54											
11219 - Vote by Mail Reporting	1214	113	9.31		30	81											
11222 RIVERSIDE/WD 2	1177	75	6.37		17	57											
11222 - Vote by Mail Reporting	1177	254	21.58		56	190											
11224 RIVERSIDE/WD 2	1574	52	3.30		14	37											
11224 - Vote by Mail Reporting	1574	146	9.28		28	110											
11225 RIVERSIDE/WD 2	1617	141	8.72		22	118											
11225 - Vote by Mail Reporting	1617	410	25.36		81	321											
11228 RIVERSIDE/WD 2	4	0	0.00		0	0											
11228 - Vote by Mail Reporting	4	0	0.00		0	0											
11300 RIVERSIDE/WD 3	0	0	0.00		0	0											
11300 - Vote by Mail Reporting	0	0	0.00		0	0											
11301 RIVERSIDE/WD 3	1155	61	5.28		30	30											
11301 - Vote by Mail Reporting	1155	152	13.16		73	78											
11307 RIVERSIDE/WD 3	2160	220	10.19		76	142											
11307 - Vote by Mail Reporting	2160	632	29.26		188	434											
11308 RIVERSIDE/WD 3	1362	131	9.62		39	90											
11308 - Vote by Mail Reporting	1362	391	28.71		125	253											
11402 RIVERSIDE/WD 4	1343	51	3.80		16	35											
11402 - Vote by Mail Reporting	1343	159	11.84		64	88											
11404 RIVERSIDE/WD 4	1669	76	4.55		22	52											
11404 - Vote by Mail Reporting	1669	241	14.44		82	153											
11409 RIVERSIDE/WD 4	2288	179	7.82		41	136											
11409 - Vote by Mail Reporting	2288	604	26.40		151	441											
11414 RIVERSIDE/WD 4	2189	162	7.40		31	130											
11414 - Vote by Mail Reporting	2189	586	26.77		134	445											
11415 RIVERSIDE/WD 4	1263	62	4.91		25	36											
11415 - Vote by Mail Reporting	1263	297	23.52		104	184											
11418 RIVERSIDE/WD 4	1536	101	6.58		22	78											
11418 - Vote by Mail Reporting	1536	363	23.63		89	265											
11420 RIVERSIDE/WD 4	1535	81	5.28		15	64											
11420 - Vote by Mail Reporting	1535	251	16.35		62	186											
11421 RIVERSIDE/WD 4	1595	88	5.52		19	67											
11421 - Vote by Mail Reporting	1595	266	16.68		78	184											
11422 RIVERSIDE/WD 4	1532	33	2.15		9	24											

RIVERSIDE COUNTY Statement of Vote
CONSOLIDATED UDEL ELECTION

100016	NON PARTISAN RIVERSIDE MAYOR															
	Registration	Ballots Cast	Turnout (%)		ART GAGE	RON LOVERIDGE										
11422 - Vote by Mail Reporting	1532	200	13.05		56	141										
11424 RIVERSIDE/WD 4	1573	35	2.23		4	31										
11424 - Vote by Mail Reporting	1573	108	6.87		37	70										
11428 RIVERSIDE/WD 4	1943	53	2.73		13	38										
11428 - Vote by Mail Reporting	1943	200	10.29		50	148										
11429 RIVERSIDE/WD 4	1796	54	3.01		12	42										
11429 - Vote by Mail Reporting	1796	188	10.47		66	121										
11434 RIVERSIDE/WD 4	1336	43	3.22		18	24										
11434 - Vote by Mail Reporting	1336	157	11.75		49	103										
11436 RIVERSIDE/WD 4	1693	55	3.25		17	36										
11436 - Vote by Mail Reporting	1693	174	10.28		36	137										
11439 RIVERSIDE/WD 4	749	8	1.07		5	3										
11439 - Vote by Mail Reporting	749	78	10.41		28	46										
11442 RIVERSIDE/WD 4	1592	44	2.76		10	33										
11442 - Vote by Mail Reporting	1592	159	9.99		58	100										
11444 RIVERSIDE/WD 4	829	14	1.69		4	10										
11444 - Vote by Mail Reporting	829	79	9.53		21	55										
11445 RIVERSIDE/WD 4	0	0	0.00		0	0										
11445 - Vote by Mail Reporting	0	0	0.00		0	0										
11500 RIVERSIDE/WD 5	1432	81	5.66		25	55										
11500 - Vote by Mail Reporting	1432	174	12.15		56	116										
11501 RIVERSIDE/WD 5	1457	61	4.19		24	35										
11501 - Vote by Mail Reporting	1457	199	13.66		68	129										
11502 RIVERSIDE/WD 5	1592	82	5.15		32	48										
11502 - Vote by Mail Reporting	1592	210	13.19		55	151										
11505 RIVERSIDE/WD 5	16	5	31.25		3	2										
11505 - Vote by Mail Reporting	16	0	0.00		0	0										
11510 RIVERSIDE/WD 5	1445	69	4.78		16	51										
11510 - Vote by Mail Reporting	1445	213	14.74		65	145										
11511 RIVERSIDE/WD 5	630	39	6.19		18	21										
11511 - Vote by Mail Reporting	630	57	9.05		16	41										
11516 RIVERSIDE/WD 5	1067	38	3.56		13	22										
11516 - Vote by Mail Reporting	1067	108	10.12		33	72										
11517 RIVERSIDE/WD 5	1106	66	5.97		17	49										
11517 - Vote by Mail Reporting	1106	123	11.12		35	87										
11519 RIVERSIDE/WD 5	443	165	37.25		61	103										
11519 - Vote by Mail Reporting	443	0	0.00		0	0										
11523 RIVERSIDE/WD 5	1576	76	4.82		19	52										
11523 - Vote by Mail Reporting	1576	248	15.74		68	177										
11525 RIVERSIDE/WD 5	1645	65	3.95		17	48										
11525 - Vote by Mail Reporting	1645	179	10.88		53	121										
11526 RIVERSIDE/WD 5	1433	72	5.02		20	51										
11526 - Vote by Mail Reporting	1433	280	19.54		86	188										
11601 RIVERSIDE/WD 6	1590	49	3.08		11	35										
11601 - Vote by Mail Reporting	1590	152	9.56		40	107										
11602 RIVERSIDE/WD 6	1200	55	4.58		7	42										
11602 - Vote by Mail Reporting	1200	102	8.50		45	56										
11604 RIVERSIDE/WD 6	1	0	0.00		0	0										
11604 - Vote by Mail Reporting	1	0	0.00		0	0										
11605 RIVERSIDE/WD 6	1433	68	4.75		21	46										
11605 - Vote by Mail Reporting	1433	137	9.56		43	92										
11607 RIVERSIDE/WD 6	0	0	0.00		0	0										
11607 - Vote by Mail Reporting	0	0	0.00		0	0										
11609 RIVERSIDE/WD 6	1521	91	5.98		36	52										
11609 - Vote by Mail Reporting	1521	163	10.72		48	107										
11611 RIVERSIDE/WD 6	1547	56	3.62		24	31										
11611 - Vote by Mail Reporting	1547	154	9.95		54	96										
11613 RIVERSIDE/WD 6	171	25	14.62		10	15										
11613 - Vote by Mail Reporting	171	0	0.00		0	0										
11620 RIVERSIDE/WD 6	1463	47	3.21		19	28										
11620 - Vote by Mail Reporting	1463	248	16.95		79	166										

100016	NON PARTISAN RIVERSIDE MAYOR															
	Registration	Ballots Cast	Turnout (%)		ART GAGE	RON LOVERIDGE										
11625 RIVERSIDE/WD 6	1641	68	4.14		22	46										
11625 - Vote by Mail Reporting	1641	169	10.30		49	115										
11626 RIVERSIDE/WD 6	0	0	0.00		0	0										
11626 - Vote by Mail Reporting	0	0	0.00		0	0										
11700 RIVERSIDE/WD 7	1641	97	5.91		31	65										
11700 - Vote by Mail Reporting	1641	199	12.13		63	130										
11702 RIVERSIDE/WD 7	1359	64	4.71		21	41										
11702 - Vote by Mail Reporting	1359	115	8.46		39	72										
11703 RIVERSIDE/WD 7	1512	58	3.84		20	35										
11703 - Vote by Mail Reporting	1512	147	9.72		49	92										
11706 RIVERSIDE/WD 7	1830	64	3.50		15	48										
11706 - Vote by Mail Reporting	1830	169	9.23		52	114										
11710 RIVERSIDE/WD 7	1	0	0.00		0	0										
11710 - Vote by Mail Reporting	1	0	0.00		0	0										
11713 RIVERSIDE/WD 7	1684	56	3.33		21	33										
11713 - Vote by Mail Reporting	1684	164	9.74		56	107										
11716 RIVERSIDE/WD 7	1937	92	4.75		36	50										
11716 - Vote by Mail Reporting	1937	252	13.01		70	174										
11719 RIVERSIDE/WD 7	870	38	4.37		8	29										
11719 - Vote by Mail Reporting	870	48	5.52		11	30										
11720 RIVERSIDE/WD 7	1066	28	2.63		4	24										
11720 - Vote by Mail Reporting	1066	93	8.72		17	70										
11723 RIVERSIDE/WD 7	1860	53	2.85		11	42										
11723 - Vote by Mail Reporting	1860	205	11.02		68	132										
21100 RIVERSIDE/WD 1	824	36	4.37		7	29										
21100 - Vote by Mail Reporting	824	46	5.58		6	39										
21101 RIVERSIDE/WD 1	237	46	19.41		9	37										
21101 - Vote by Mail Reporting	237	0	0.00		0	0										
21104 RIVERSIDE/WD 1	1469	68	4.63		23	41										
21104 - Vote by Mail Reporting	1469	134	9.12		48	84										
21107 RIVERSIDE/WD 1	0	0	0.00		0	0										
21107 - Vote by Mail Reporting	0	0	0.00		0	0										
21108 RIVERSIDE/WD 1	1662	125	7.52		29	91										
21108 - Vote by Mail Reporting	1662	236	14.20		62	165										
21111 RIVERSIDE/WD 1	1731	89	5.14		17	68										
21111 - Vote by Mail Reporting	1731	218	12.59		53	162										
21114 RIVERSIDE/WD 1	1588	164	10.33		44	118										
21114 - Vote by Mail Reporting	1588	325	20.47		89	228										
21121 RIVERSIDE/WD 1	1698	132	7.77		37	91										
21121 - Vote by Mail Reporting	1698	245	14.43		64	177										
21122 RIVERSIDE/WD 1	1593	114	7.16		40	74										
21122 - Vote by Mail Reporting	1593	275	17.26		101	168										
21123 RIVERSIDE/WD 1	1136	82	7.22		36	45										
21123 - Vote by Mail Reporting	1136	235	20.69		58	177										
21300 RIVERSIDE/WD 3	338	71	21.01		33	35										
21300 - Vote by Mail Reporting	338	0	0.00		0	0										
21301 RIVERSIDE/WD 3	1889	137	7.25		51	82										
21301 - Vote by Mail Reporting	1889	273	14.45		95	175										
21304 RIVERSIDE/WD 3	1340	102	7.61		43	56										
21304 - Vote by Mail Reporting	1340	174	12.99		63	107										
21308 RIVERSIDE/WD 3	1602	89	5.56		45	39										
21308 - Vote by Mail Reporting	1602	255	15.92		82	171										
21312 RIVERSIDE/WD 3	1617	125	7.73		59	65										
21312 - Vote by Mail Reporting	1617	314	19.42		124	185										
21316 RIVERSIDE/WD 3	2038	139	6.82		79	59										
21316 - Vote by Mail Reporting	2038	290	14.23		126	160										
21319 RIVERSIDE/WD 3	1540	77	5.00		26	51										
21319 - Vote by Mail Reporting	1540	197	12.79		72	123										
21320 RIVERSIDE/WD 3	1049	69	6.58		26	40										
21320 - Vote by Mail Reporting	1049	158	15.06		60	93										
21400 RIVERSIDE/WD 4	3	0	0.00		0	0										

RIVERSIDE COUNTY Statement of Vote
CONSOLIDATED UDEL ELECTION

100016	NON PARTISAN RIVERSIDE MAYOR															
	Registration	Ballots Cast	Turnout (%)		ART GAGE	RON LOVERIDGE										
21400 - Vote by Mail Reporting	3	0	0.00		0	0										
51100 RIVERSIDE/WD 1	165	44	26.67		16	28										
51100 - Vote by Mail Reporting	165	0	0.00		0	0										
51101 RIVERSIDE/WD 1	10	6	60.00		0	6										
51101 - Vote by Mail Reporting	10	0	0.00		0	0										
51201 RIVERSIDE/WD 2	0	0	0.00		0	0										
51201 - Vote by Mail Reporting	0	0	0.00		0	0										
51202 RIVERSIDE/WD 2	0	0	0.00		0	0										
51202 - Vote by Mail Reporting	0	0	0.00		0	0										
51203 RIVERSIDE/WD 2	0	0	0.00		0	0										
51203 - Vote by Mail Reporting	0	0	0.00		0	0										
Precinct Totals	111975	6097	5.44		1883	4092										
Vote by Mail Reporting Totals	111975	15143	13.52		4538	10295										
Grand Totals	111975	21240	18.97		6421	14387										
44th Congressional District	111975	21240	18.97		6421	14387										
45th Congressional District	0	0	0.00		0	0										
31st Senatorial District	111146	21147	19.03		6396	14322										
37th Senatorial District	829	93	11.22		25	65										
63rd Assembly District	475	111	23.37		30	81										
64th Assembly District	82661	16782	20.30		4992	11470										
66th Assembly District	28839	4347	15.07		1399	2836										
1st SUPERVISORIAL DISTRICT	88446	16150	18.26		4698	11118										
2nd SUPERVISORIAL DISTRICT	23354	5040	21.58		1707	3235										
5th SUPERVISORIAL DISTRICT	175	50	28.57		16	34										
City of Riverside	111975	21240	18.97		6421	14387										

100017	NON PARTISAN DE LUZ CSD DIRECTOR															
	Registration	Ballots Cast	Turnout (%)		MICHAEL S. ADAMS	BARRY J. LEWIS	SUSAN ROSE EGGE	GENE BIANCHI								
18611 SANTA ROSA	1187	73	6.15		45	43	45	49								
18611 - Vote by Mail Reporting	1187	245	20.64		142	140	140	161								
18612 SANTA ROSA	12	8	66.67		6	6	8	4								
18612 - Vote by Mail Reporting	12	0	0.00		0	0	0	0								
Precinct Totals	1199	81	6.76		51	49	53	53								
Vote by Mail Reporting Totals	1199	245	20.43		142	140	140	161								
Grand Totals	1199	326	27.19		193	189	193	214								
49th Congressional District	1199	326	27.19		193	189	193	214								
36th Senatorial District	1199	326	27.19		193	189	193	214								
66th Assembly District	1199	326	27.19		193	189	193	214								
1st SUPERVISORIAL DISTRICT	1199	326	27.19		193	189	193	214								
Unincorporated Area	1199	326	27.19		193	189	193	214								

100018	NON PARTISAN DESERT WATER AGENCY DIR.																
	Registration	Ballots Cast	Turnout (%)		JAMES CIOFFI	PATRICIA "PAT" OYGAR	ARMANDO RANCANO	RON STARRS									137
37802 SBDO NF	0	0	0.00		0	0	0	0									
37802 - Vote by Mail Reporting	0	0	0.00		0	0	0	0									
37854 SBDO NF	29	0	0.00		0	0	0	0									
37854 - Vote by Mail Reporting	29	0	0.00		0	0	0	0									
39827 PINYON PINES	82	12	14.63		9	11	4	8									
39827 - Vote by Mail Reporting	82	0	0.00		0	0	0	0									
39888 PINYON PINES	22	8	36.36		3	8	5	6									
39838 - Vote by Mail Reporting	22	0	0.00		0	0	0	0									
39900 SANTA ROSA MTS	0	0	0.00		0	0	0	0									
39900 - Vote by Mail Reporting	0	0	0.00		0	0	0	0									
40014 CATHEDRAL CITY	678	16	2.36		4	11	11	6									
40014 - Vote by Mail Reporting	678	36	5.31		18	26	15	19									
40023 CATHEDRAL CITY	0	0	0.00		0	0	0	0									
40023 - Vote by Mail Reporting	0	0	0.00		0	0	0	0									
40032 CATHEDRAL CITY	92	30	32.61		17	25	10	21									
40032 - Vote by Mail Reporting	92	0	0.00		0	0	0	0									
40035 CATHEDRAL CITY	1495	46	3.08		31	30	21	27									
40035 - Vote by Mail Reporting	1495	219	14.65		144	171	74	149									
40043 CATHEDRAL CITY	1	0	0.00		0	0	0	0									
40043 - Vote by Mail Reporting	1	0	0.00		0	0	0	0									
40910 CATHEDRAL CYN	0	0	0.00		0	0	0	0									
40910 - Vote by Mail Reporting	0	0	0.00		0	0	0	0									
41016 RANCHO MIRAGE	7	3	42.86				**********	Insufficient Turnout to Protect Voter Privacy						*********			
41016 - Vote by Mail Reporting	7	0	0.00		0	0	0	0									
48801 LONG CANYON	0	0	0.00		0	0	0	0									
48801 - Vote by Mail Reporting	0	0	0.00		0	0	0	0									
48803 LONG CANYON	0	0	0.00		0	0	0	0									
48803 - Vote by Mail Reporting	0	0	0.00		0	0	0	0									
48850 JOSHUA TREE NP	0	0	0.00		0	0	0	0									
48850 - Vote by Mail Reporting	0	0	0.00		0	0	0	0									
48870 DHS SOUTH	415	176	42.41		112	126	50	110									
48870 - Vote by Mail Reporting	415	0	0.00		0	0	0	0									
48871 DHS SOUTH	0	0	0.00		0	0	0	0									
48871 - Vote by Mail Reporting	0	0	0.00		0	0	0	0									
49005 PALM SPRINGS	2180	268	12.29		133	189	103	131									
49005 - Vote by Mail Reporting	2180	512	23.49		308	352	165	305									
49006 PALM SPRINGS	1912	304	15.90		186	201	111	155									
49006 - Vote by Mail Reporting	1912	520	27.20		314	342	159	285									
49009 PALM SPRINGS	2350	253	10.77		153	168	94	132									
49009 - Vote by Mail Reporting	2350	578	24.60		322	383	184	343									
49013 PALM SPRINGS	2627	356	13.55		181	238	128	167									
49013 - Vote by Mail Reporting	2627	896	34.11		500	603	339	498									
49017 PALM SPRINGS	2269	313	13.79		172	211	110	148									
49017 - Vote by Mail Reporting	2269	554	24.42		305	349	197	285									
49023 PALM SPRINGS	2332	254	10.89		148	174	76	143									
49023 - Vote by Mail Reporting	2332	672	28.82		403	479	187	430									
49025 PALM SPRINGS	1328	203	15.29		118	136	69	111									
49025 - Vote by Mail Reporting	1328	450	33.89		259	290	120	248									
49026 PALM SPRINGS	2416	312	12.91		184	198	103	171									
49026 - Vote by Mail Reporting	2416	659	27.28		413	456	186	390									
49812 PALM CYN WASH	153	52	33.99		42	48	11	34									
49812 - Vote by Mail Reporting	153	0	0.00		0	0	0	0									
51830 MORONGO RES	0	0	0.00		0	0	0	0									
51830 - Vote by Mail Reporting	0	0	0.00		0	0	0	0									
51871 SAN GORGONIO	53	13	24.53		6	7	6	5									
51871 - Vote by Mail Reporting	53	0	0.00		0	0	0	0									
51872 SAN GORGONIO	4	0	0.00		0	0	0	0									
51872 - Vote by Mail Reporting	4	0	0.00		0	0	0	0									
51874 SAN GORGONIO	126	26	20.63		13	13	10	16									
51874 - Vote by Mail Reporting	126	0	0.00		0	0	0	0									
51875 SAN GORGONIO	5	0	0.00		0	0	0	0									

RIVERSIDE COUNTY Statement of Vote
CONSOLIDATED UDEL ELECTION

100018	NON PARTISAN DESERT WATER AGENCY DIR.															
	Registration	Ballots Cast	Turnout (%)		JAMES CIOFFI	PATRICIA "PAT" OYGAR	ARMANDO RANCANO	RON STARRS								
51875 - Vote by Mail Reporting	5	0	0.00		0	0	0	0								
51878 SAN GORGONIO	23	5	21.74		1	3	0	3								
51878 - Vote by Mail Reporting	23	0	0.00		0	0	0	0								
58000 DESERT HOT SPGS	0	0	0.00		0	0	0	0								
58000 - Vote by Mail Reporting	0	0	0.00		0	0	0	0								
58002 DESERT HOT SPGS	0	0	0.00		0	0	0	0								
58002 - Vote by Mail Reporting	0	0	0.00		0	0	0	0								
58003 DESERT HOT SPGS	0	0	0.00		0	0	0	0								
58003 - Vote by Mail Reporting	0	0	0.00		0	0	0	0								
58005 DESERT HOT SPGS	1693	218	12.88		107	133	51	114								
58005 - Vote by Mail Reporting	1693	456	26.93		272	302	169	291								
58009 DESERT HOT SPGS	0	0	0.00		0	0	0	0								
58009 - Vote by Mail Reporting	0	0	0.00		0	0	0	0								
58010 DESERT HOT SPGS	2049	237	11.57		113	131	81	106								
58010 - Vote by Mail Reporting	2049	308	15.03		165	198	90	192								
58012 DESERT HOT SPGS	1697	129	7.60		84	85	45	82								
58012 - Vote by Mail Reporting	1697	216	12.73		128	141	75	126								
58015 DESERT HOT SPGS	0	0	0.00		0	0	0	0								
58015 - Vote by Mail Reporting	0	0	0.00		0	0	0	0								
58018 DESERT HOT SPGS	2039	202	9.91		119	122	78	106								
58018 - Vote by Mail Reporting	2039	369	18.10		196	258	117	244								
58800 LONG CANYON	0	0	0.00		0	0	0	0								
58800 - Vote by Mail Reporting	0	0	0.00		0	0	0	0								
58826 DHS NORTH	832	61	7.33		32	41	15	38								
58826 - Vote by Mail Reporting	832	226	27.16		129	164	63	147								
58831 PAINTED HILLS	0	0	0.00		0	0	0	0								
58831 - Vote by Mail Reporting	0	0	0.00		0	0	0	0								
58832 PAINTED HILLS	364	93	25.55		62	66	29	56								
58832 - Vote by Mail Reporting	364	0	0.00		0	0	0	0								
58834 PAINTED HILLS	0	0	0.00		0	0	0	0								
58834 - Vote by Mail Reporting	0	0	0.00		0	0	0	0								
58835 PAINTED HILLS	76	17	22.37		10	9	8	11								
58835 - Vote by Mail Reporting	76	0	0.00		0	0	0	0								
58836 PAINTED HILLS	29	3	10.34				**********	Insufficient Turnout to Protect Voter Privacy						*********		
58836 - Vote by Mail Reporting	29	0	0.00		0	0	0	0								
58839 PAINTED HILLS	106	10	9.43		4	6	6	2								
58839 - Vote by Mail Reporting	106	0	0.00		0	0	0	0								
58840 PAINTED HILLS	787	23	2.92		12	16	16	11								
58840 - Vote by Mail Reporting	787	55	6.99		24	38	22	32								
58842 PAINTED HILLS	166	63	37.95		35	50	24	41								
58842 - Vote by Mail Reporting	166	0	0.00		0	0	0	0								
58843 PAINTED HILLS	57	15	26.32		8	10	6	11								
58843 - Vote by Mail Reporting	57	0	0.00		0	0	0	0								
58844 PAINTED HILLS	3	0	0.00		0	0	0	0								
58844 - Vote by Mail Reporting	3	0	0.00		0	0	0	0								
58845 PAINTED HILLS	0	0	0.00		0	0	0	0								
58845 - Vote by Mail Reporting	0	0	0.00		0	0	0	0								
58846 PAINTED HILLS	42	12	28.57		6	10	3	11								
58846 - Vote by Mail Reporting	42	0	0.00		0	0	0	0								
58847 PAINTED HILLS	0	0	0.00		0	0	0	0								
58847 - Vote by Mail Reporting	0	0	0.00		0	0	0	0								
58848 PAINTED HILLS	62	15	24.19		8	5	6	9								
58848 - Vote by Mail Reporting	62	0	0.00		0	0	0	0								
58849 PAINTED HILLS	70	23	32.86		11	14	11	13								
58849 - Vote by Mail Reporting	70	0	0.00		0	0	0	0								
58861 DESERT HAVEN	0	0	0.00		0	0	0	0								
58861 - Vote by Mail Reporting	0	0	0.00		0	0	0	0								
58880 DHS ISLAND	49	15	30.61		4	8	4	7								
58880 - Vote by Mail Reporting	49	0	0.00		0	0	0	0								
59000 PALM SPRINGS	0	0	0.00		0	0	0	0								
59000 - Vote by Mail Reporting	0	0	0.00		0	0	0	0								

RIVERSIDE COUNTY Statement of Vote
CONSOLIDATED UDEL ELECTION

100018	NON PARTISAN DESERT WATER AGENCY DIR.																
	Registration	Ballots Cast	Turnout (%)		JAMES CIOFFI	PATRICIA "PAT" OYGAR	ARMANDO RANCANO	RON STARRS									
59001 PALM SPRINGS	0	0	0.00		0	0	0	0									
59001 - Vote by Mail Reporting	0	0	0.00		0	0	0	0									
59002 PALM SPRINGS	2	1	50.00		**********			Insufficient Turnout to Protect Voter Privacy							*********		
59002 - Vote by Mail Reporting	2	0	0.00		0	0	0	0									
59003 PALM SPRINGS	0	0	0.00		0	0	0	0									
59003 - Vote by Mail Reporting	0	0	0.00		0	0	0	0									
59011 PALM SPRINGS	1739	153	8.80		90	88	54	78									
59011 - Vote by Mail Reporting	1739	344	19.78		188	214	123	197									
59020 PALM SPRINGS	1799	213	11.84		123	147	70	122									
59020 - Vote by Mail Reporting	1799	411	22.85		238	268	117	236									
59021 PALM SPRINGS	1585	192	12.11		104	130	68	90									
59021 - Vote by Mail Reporting	1585	407	25.68		229	292	139	228									
59802 PALM OASIS	0	0	0.00		0	0	0	0									
59802 - Vote by Mail Reporting	0	0	0.00		0	0	0	0									
59804 PALM OASIS	287	68	23.69		37	50	31	37									
59804 - Vote by Mail Reporting	287	0	0.00		0	0	0	0									
Precinct Totals	36132	4413	12.21		2485	2922	1532	2342									
Vote by Mail Reporting Totals	36132	7888	21.83		4555	5326	2541	4645									
Grand Totals	36132	12301	34.04		7040	8248	4073	6987									
41st Congressional District	9012	2582	28.65		1437	1681	840	1538									
45th Congressional District	27120	9719	35.84		5603	6567	3233	5449									
37th Senatorial District	32974	11866	35.99		6786	7925	3898	6720									
40th Senatorial District	3158	435	13.77		254	323	175	267									
64th Assembly District	140	23	16.43		14	21	10	16									
80th Assembly District	35992	12278	34.11		7026	8227	4063	6971									
3rd SUPERVISORIAL DISTRICT	133	20	15.04		12	19	9	14									
4th SUPERVISORIAL DISTRICT	20255	7682	37.93		4469	5208	2524	4310									
5th SUPERVISORIAL DISTRICT	15744	4599	29.21		2559	3021	1540	2663									
City of Cathedral City	2266	347	15.31		214	263	131	222									
City of Desert Hot Springs	7478	2135	28.55		1184	1370	706	1261									
City of Palm Springs	22539	8825	39.15		5072	5909	2903	4893									
City of Rancho Mirage	7	3	42.86				**********	Insufficient Turnout to Protect Voter Privacy							*********		
Unincorporated Area	3842	991	25.79		568	704	332	609									

RIVERSIDE COUNTY Statement of Vote
CONSOLIDATED UDEL ELECTION

100019 — NON PARTISAN MISSION SPRINGS COUNTY WATER DIR.

	Registration	Ballots Cast	Turnout (%)	DICK CROMWELL	NANCY S. WRIGHT	RANDY DUNCAN	JEFF BOWMAN
48801 LONG CANYON	0	0	0.00	0	0	0	0
48801 - Vote by Mail Reporting	0	0	0.00	0	0	0	0
48803 LONG CANYON	0	0	0.00	0	0	0	0
48803 - Vote by Mail Reporting	0	0	0.00	0	0	0	0
48850 JOSHUA TREE NP	0	0	0.00	0	0	0	0
48850 - Vote by Mail Reporting	0	0	0.00	0	0	0	0
48870 DHS SOUTH	415	176	42.41	66	113	74	66
48870 - Vote by Mail Reporting	415	0	0.00	0	0	0	0
48872 DHS SOUTH	111	51	45.95	31	20	10	31
48872 - Vote by Mail Reporting	111	0	0.00	0	0	0	0
51830 MORONGO RES	0	0	0.00	0	0	0	0
51830 - Vote by Mail Reporting	0	0	0.00	0	0	0	0
51871 SAN GORGONIO	53	13	24.53	3	7	4	6
51871 - Vote by Mail Reporting	53	0	0.00	0	0	0	0
51873 SAN GORGONIO	41	4	9.76	2	2	0	4
51873 - Vote by Mail Reporting	41	0	0.00	0	0	0	0
51874 SAN GORGONIO	126	26	20.63	13	8	6	16
51874 - Vote by Mail Reporting	126	0	0.00	0	0	0	0
51876 SAN GORGONIO	1	0	0.00	0	0	0	0
51876 - Vote by Mail Reporting	1	0	0.00	0	0	0	0
51879 SAN GORGONIO	0	0	0.00	0	0	0	0
51879 - Vote by Mail Reporting	0	0	0.00	0	0	0	0
58000 DESERT HOT SPGS	0	0	0.00	0	0	0	0
58000 - Vote by Mail Reporting	0	0	0.00	0	0	0	0
58005 DESERT HOT SPGS	1693	218	12.88	79	113	88	84
58005 - Vote by Mail Reporting	1693	456	26.93	198	228	158	230
58010 DESERT HOT SPGS	2049	237	11.57	108	94	71	110
58010 - Vote by Mail Reporting	2049	308	15.03	116	181	128	121
58012 DESERT HOT SPGS	1697	129	7.60	46	68	66	40
58012 - Vote by Mail Reporting	1697	216	12.73	72	111	100	94
58018 DESERT HOT SPGS	2039	202	9.91	86	104	66	102
58018 - Vote by Mail Reporting	2039	369	18.10	124	212	123	178
58800 LONG CANYON	0	0	0.00	0	0	0	0
58800 - Vote by Mail Reporting	0	0	0.00	0	0	0	0
58826 DHS NORTH	832	61	7.33	18	41	33	23
58826 - Vote by Mail Reporting	832	226	27.16	76	150	120	69
58832 PAINTED HILLS	364	93	25.55	28	56	33	44
58832 - Vote by Mail Reporting	364	0	0.00	0	0	0	0
58835 PAINTED HILLS	76	17	22.37	5	6	6	7
58835 - Vote by Mail Reporting	76	0	0.00	0	0	0	0
58836 PAINTED HILLS	29	3	10.34	**********		Insufficient Turnout to Protect Voter Privacy	*********
58836 - Vote by Mail Reporting	29	0	0.00	0	0	0	0
58839 PAINTED HILLS	106	10	9.43	3	4	2	4
58839 - Vote by Mail Reporting	106	0	0.00	0	0	0	0
58840 PAINTED HILLS	787	23	2.92	5	15	13	6
58840 - Vote by Mail Reporting	787	55	6.99	21	28	19	21
58842 PAINTED HILLS	166	63	37.95	31	31	24	29
58842 - Vote by Mail Reporting	166	0	0.00	0	0	0	0
58846 PAINTED HILLS	42	12	28.57	3	9	7	3
58846 - Vote by Mail Reporting	42	0	0.00	0	0	0	0
58848 PAINTED HILLS	62	15	24.19	8	8	4	5
58848 - Vote by Mail Reporting	62	0	0.00	0	0	0	0
58849 PAINTED HILLS	70	23	32.86	12	7	6	13
58849 - Vote by Mail Reporting	70	0	0.00	0	0	0	0
58861 DESERT HAVEN	0	0	0.00	0	0	0	0
58861 - Vote by Mail Reporting	0	0	0.00	0	0	0	0
58880 DHS ISLAND	49	15	30.61	4	11	6	3
58880 - Vote by Mail Reporting	49	0	0.00	0	0	0	0
59000 PALM SPRINGS	0	0	0.00	0	0	0	0
59000 - Vote by Mail Reporting	0	0	0.00	0	0	0	0
59002 PALM SPRINGS	2	1	50.00	**********		Insufficient Turnout to Protect Voter Privacy	*********

RIVERSIDE COUNTY Statement of Vote
CONSOLIDATED UDEL ELECTION

100019	NON PARTISAN MISSION SPRINGS COUNTY WATER DIR.															
	Registration	Ballots Cast	Turnout (%)		DICK CROMWELL	NANCY S. WRIGHT	RANDY DUNCAN	JEFF BOWMAN								
59002 - Vote by Mail Reporting	2	0	0.00		0	0	0	0								
Precinct Totals	10810	1392	12.88		553	719	520	597								
Vote by Mail Reporting Totals	10810	1630	15.08		607	910	648	713								
Grand Totals	10810	3022	27.96		1160	1629	1168	1310								
41st Congressional District	9042	2586	28.60		971	1397	1011	1122								
45th Congressional District	1768	436	24.66		189	232	157	188								
37th Senatorial District	9917	2934	29.59		1131	1582	1134	1279								
40th Senatorial District	893	88	9.85		29	47	34	31								
80th Assembly District	10810	3022	27.96		1160	1629	1168	1310								
4th SUPERVISORIAL DISTRICT	526	227	43.16		97	133	84	97								
5th SUPERVISORIAL DISTRICT	10284	2795	27.18		1063	1496	1084	1213								
City of Desert Hot Springs	7478	2135	28.55		829	1111	800	959								
City of Palm Springs	2	1	50.00		**********			Insufficient Turnout to Protect Voter Privacy						*********		
Unincorporated Area	3330	886	26.61		331	517	368	350								

RIVERSIDE COUNTY Statement of Vote
CONSOLIDATED UDEL ELECTION

100020	NON PARTISAN WEST VALLEY COUNTY WATER DIR.															
	Registration	Ballots Cast	Turnout (%)		MARCUS HOUSTON	JACKIE S. COX	DON OLINGER	LINA MONTES								
21920 BELLTOWN	121	18	14.88		7	7	9	8								
21920 - Vote by Mail Reporting	121	0	0.00		0	0	0	0								
21923 BELLTOWN	0	0	0.00		0	0	0	0								
21923 - Vote by Mail Reporting	0	0	0.00		0	0	0	0								
21925 BELLTOWN	9	0	0.00		0	0	0	0								
21925 - Vote by Mail Reporting	9	0	0.00		0	0	0	0								
Precinct Totals	130	18	13.85		7	7	9	8								
Vote by Mail Reporting Totals	130	0	0.00		0	0	0	0								
Grand Totals	130	18	13.85		7	7	9	8								
44th Congressional District	130	18	13.85		7	7	9	8								
31st Senatorial District	130	18	13.85		7	7	9	8								
66th Assembly District	130	18	13.85		7	7	9	8								
2nd SUPERVISORIAL DISTRICT	130	18	13.85		7	7	9	8								
Unincorporated Area	130	18	13.85		7	7	9	8								

140021	NON PARTISAN B - NORCO TRANSIENT-OCCUPANCY TAX															
	Registration	Ballots Cast	Turnout (%)		YES	NO										
23001 NORCO	0	0	0.00		0	0										
23001 - Vote by Mail Reporting	0	0	0.00		0	0										
23002 NORCO	1201	130	10.82		71	58										
23002 - Vote by Mail Reporting	1201	184	15.32		90	89										
23005 NORCO	1592	245	15.39		129	112										
23005 - Vote by Mail Reporting	1592	192	12.06		98	90										
23006 NORCO	0	0	0.00		0	0										
23006 - Vote by Mail Reporting	0	0	0.00		0	0										
23011 NORCO	0	0	0.00		0	0										
23011 - Vote by Mail Reporting	0	0	0.00		0	0										
23013 NORCO	1323	115	8.69		56	56										
23013 - Vote by Mail Reporting	1323	266	20.11		170	92										
23016 NORCO	1722	184	10.69		92	89										
23016 - Vote by Mail Reporting	1722	228	13.24		106	119										
23017 NORCO	801	78	9.74		32	45										
23017 - Vote by Mail Reporting	801	95	11.86		49	43										
23018 NORCO	1680	168	10.00		112	55										
23018 - Vote by Mail Reporting	1680	222	13.21		127	88										
23019 NORCO	0	0	0.00		0	0										
23019 - Vote by Mail Reporting	0	0	0.00		0	0										
23020 NORCO	1503	90	5.99		53	35										
23020 - Vote by Mail Reporting	1503	239	15.90		117	116										
23023 NORCO	1390	121	8.71		64	57										
23023 - Vote by Mail Reporting	1390	220	15.83		121	96										
Precinct Totals	11212	1131	10.09		609	507										
Vote by Mail Reporting Totals	11212	1646	14.68		878	733										
Grand Totals	11212	2777	24.77		1487	1240										
44th Congressional District	11212	2777	24.77		1487	1240										
37th Senatorial District	11212	2777	24.77		1487	1240										
71st Assembly District	11212	2777	24.77		1487	1240										
2nd SUPERVISORIAL DISTRICT	11212	2777	24.77		1487	1240										
City of Norco	11212	2777	24.77		1487	1240										

RIVERSIDE COUNTY Statement of Vote
CONSOLIDATED UDEL ELECTION

140022	CITY OF PERRIS															
	Registration	Ballots Cast	Turnout (%)		C - PERRIS PUBLIC SAFETY TAX YES	NO		D - PERRIS ADVISORY VOTE-PUBLIC SAFETY TAX YES	NO		E - PERRIS CITY CLERK BE APPOINTED YES	NO				137
15000 PERRIS	0	0	0.00		0	0		0	0		0	0				
15000 - Vote by Mail Reporting	0	0	0.00		0	0		0	0		0	0				
15001 PERRIS	0	0	0.00		0	0		0	0		0	0				
15001 - Vote by Mail Reporting	0	0	0.00		0	0		0	0		0	0				
55002 PERRIS	2025	66	3.26		26	39		26	40		24	42				
55002 - Vote by Mail Reporting	2025	173	8.54		85	87		112	55		77	91				
55004 PERRIS	1825	79	4.33		17	61		22	54		19	58				
55004 - Vote by Mail Reporting	1825	142	7.78		54	88		73	65		56	83				
55005 PERRIS	1572	60	3.82		26	34		30	29		24	35				
55005 - Vote by Mail Reporting	1572	124	7.89		51	71		78	42		55	65				
55011 PERRIS	1550	62	4.00		35	24		38	22		31	29				
55011 - Vote by Mail Reporting	1550	101	6.52		51	47		69	32		53	47				
55014 PERRIS	1312	58	4.42		15	40		23	33		14	42				
55014 - Vote by Mail Reporting	1312	190	14.48		70	113		102	83		105	81				
55016 PERRIS	1282	50	3.90		15	35		21	29		12	38				
55016 - Vote by Mail Reporting	1282	92	7.18		46	44		73	19		44	46				
55018 PERRIS	1430	42	2.94		25	17		26	15		23	19				
55018 - Vote by Mail Reporting	1430	75	5.24		32	40		50	23		28	43				
55020 PERRIS	1348	53	3.93		20	33		28	25		28	25				
55020 - Vote by Mail Reporting	1348	73	5.42		29	39		42	31		33	40				
55023 PERRIS	1412	57	4.04		16	37		24	27		29	23				
55023 - Vote by Mail Reporting	1412	91	6.44		32	59		52	39		41	50				
55026 PERRIS	925	24	2.59		16	8		18	5		12	11				
55026 - Vote by Mail Reporting	925	100	10.81		39	59		57	41		57	43				
55034 PERRIS	1934	46	2.38		25	21		25	21		12	34				
55034 - Vote by Mail Reporting	1934	153	7.91		78	74		95	54		65	86				
Precinct Totals	16615	597	3.59		236	349		281	300		228	356				
Vote by Mail Reporting Totals	16615	1314	7.91		567	721		803	484		614	675				
Grand Totals	16615	1911	11.50		803	1070		1084	784		842	1031				
49th Congressional District	16615	1911	11.50		803	1070		1084	784		842	1031				
37th Senatorial District	16615	1911	11.50		803	1070		1084	784		842	1031				
64th Assembly District	0	0	0.00		0	0		0	0		0	0				
65th Assembly District	16615	1911	11.50		803	1070		1084	784		842	1031				
1st SUPERVISORIAL DISTRICT	0	0	0.00		0	0		0	0		0	0				
5th SUPERVISORIAL DISTRICT	16615	1911	11.50		803	1070		1084	784		842	1031				
City of Perris	16615	1911	11.50		803	1070		1084	784		842	1031				

RIVERSIDE COUNTY Statement of Vote
CONSOLIDATED UDEL ELECTION

140022	CITY OF PERRIS															
	Registration	Ballots Cast	Turnout (%)	C - PERRIS PUBLIC SAFETY TAX YES	NO	D - PERRIS ADVISORY VOTE-PUBLIC SAFETY TAX YES	NO	E - PERRIS CITY CLERK BE APPOINTED YES	NO						
15000 PERRIS	0	0	0.00	0	0	0	0	0	0						
15000 - Vote by Mail Reporting	0	0	0.00	0	0	0	0	0	0						
15001 PERRIS	0	0	0.00	0	0	0	0	0	0						
15001 - Vote by Mail Reporting	0	0	0.00	0	0	0	0	0	0						
55002 PERRIS	2025	66	3.26	26	39	26	40	24	42						
55002 - Vote by Mail Reporting	2025	173	8.54	85	87	112	55	77	91						
55004 PERRIS	1825	79	4.33	17	61	22	54	19	58						
55004 - Vote by Mail Reporting	1825	142	7.78	54	88	73	65	56	83						
55005 PERRIS	1572	60	3.82	26	34	30	29	24	35						
55005 - Vote by Mail Reporting	1572	124	7.89	51	71	78	42	55	65						
55011 PERRIS	1550	62	4.00	35	24	38	22	31	29						
55011 - Vote by Mail Reporting	1550	101	6.52	51	47	69	32	53	47						
55014 PERRIS	1312	58	4.42	15	40	23	33	14	42						
55014 - Vote by Mail Reporting	1312	190	14.48	70	113	102	83	105	81						
55016 PERRIS	1282	50	3.90	15	35	21	29	12	38						
55016 - Vote by Mail Reporting	1282	92	7.18	46	44	73	19	44	46						
55018 PERRIS	1430	42	2.94	25	17	26	15	23	19						
55018 - Vote by Mail Reporting	1430	75	5.24	32	40	50	23	28	43						
55020 PERRIS	1348	53	3.93	20	33	28	25	28	25						
55020 - Vote by Mail Reporting	1348	73	5.42	29	39	42	31	33	40						
55023 PERRIS	1412	57	4.04	16	37	24	27	29	23						
55023 - Vote by Mail Reporting	1412	91	6.44	32	59	52	39	41	50						
55026 PERRIS	925	24	2.59	16	8	18	5	12	11						
55026 - Vote by Mail Reporting	925	100	10.81	39	59	57	41	57	43						
55034 PERRIS	1934	46	2.38	25	21	25	21	12	34						
55034 - Vote by Mail Reporting	1934	153	7.91	78	74	95	54	65	86						
Precinct Totals	16615	597	3.59	236	349	281	300	228	356						
Vote by Mail Reporting Totals	16615	1314	7.91	567	721	803	484	614	675						
Grand Totals	16615	1911	11.50	803	1070	1084	784	842	1031						
49th Congressional District	16615	1911	11.50	803	1070	1084	784	842	1031						
37th Senatorial District	16615	1911	11.50	803	1070	1084	784	842	1031						
64th Assembly District	0	0	0.00	0	0	0	0	0	0						
65th Assembly District	16615	1911	11.50	803	1070	1084	784	842	1031						
1st SUPERVISORIAL DISTRICT	0	0	0.00	0	0	0	0	0	0						
5th SUPERVISORIAL DISTRICT	16615	1911	11.50	803	1070	1084	784	842	1031						
City of Perris	16615	1911	11.50	803	1070	1084	784	842	1031						

RIVERSIDE COUNTY Statement of Vote
CONSOLIDATED UDEL ELECTION

140022	CITY OF PERRIS															
	Registration	Ballots Cast	Turnout (%)		C - PERRIS PUBLIC SAFETY TAX YES	NO		D - PERRIS ADVISORY VOTE-PUBLIC SAFETY TAX YES	NO		E - PERRIS CITY CLERK BE APPOINTED YES	NO				
15000 PERRIS	0	0	0.00		0	0		0	0		0	0				
15000 - Vote by Mail Reporting	0	0	0.00		0	0		0	0		0	0				
15001 PERRIS	0	0	0.00		0	0		0	0		0	0				
15001 - Vote by Mail Reporting	0	0	0.00		0	0		0	0		0	0				
55002 PERRIS	2025	66	3.26		26	39		26	40		24	42				
55002 - Vote by Mail Reporting	2025	173	8.54		85	87		112	55		77	91				
55004 PERRIS	1825	79	4.33		17	61		22	54		19	58				
55004 - Vote by Mail Reporting	1825	142	7.78		54	88		73	65		56	83				
55005 PERRIS	1572	60	3.82		26	34		30	29		24	35				
55005 - Vote by Mail Reporting	1572	124	7.89		51	71		78	42		55	65				
55011 PERRIS	1550	62	4.00		35	24		38	22		31	29				
55011 - Vote by Mail Reporting	1550	101	6.52		51	47		69	32		53	47				
55014 PERRIS	1312	58	4.42		15	40		23	33		14	42				
55014 - Vote by Mail Reporting	1312	190	14.48		70	113		102	83		105	81				
55016 PERRIS	1282	50	3.90		15	35		21	29		12	38				
55016 - Vote by Mail Reporting	1282	92	7.18		46	44		73	19		44	46				
55018 PERRIS	1430	42	2.94		25	17		26	15		23	19				
55018 - Vote by Mail Reporting	1430	75	5.24		32	40		50	23		28	43				
55020 PERRIS	1348	53	3.93		20	33		28	25		28	25				
55020 - Vote by Mail Reporting	1348	73	5.42		29	39		42	31		33	40				
55023 PERRIS	1412	57	4.04		16	37		24	27		29	23				
55023 - Vote by Mail Reporting	1412	91	6.44		32	59		52	39		41	50				
55026 PERRIS	925	24	2.59		16	8		18	5		12	11				
55026 - Vote by Mail Reporting	925	100	10.81		39	59		57	41		57	43				
55034 PERRIS	1934	46	2.38		25	21		25	21		12	34				
55034 - Vote by Mail Reporting	1934	153	7.91		78	74		95	54		65	86				
Precinct Totals	16615	597	3.59		236	349		281	300		228	356				
Vote by Mail Reporting Totals	16615	1314	7.91		567	721		803	484		614	675				
Grand Totals	16615	1911	11.50		803	1070		1084	784		842	1031				
49th Congressional District	16615	1911	11.50		803	1070		1084	784		842	1031				
37th Senatorial District	16615	1911	11.50		803	1070		1084	784		842	1031				
64th Assembly District	0	0	0.00		0	0		0	0		0	0				
65th Assembly District	16615	1911	11.50		803	1070		1084	784		842	1031				
1st SUPERVISORIAL DISTRICT	0	0	0.00		0	0		0	0		0	0				
5th SUPERVISORIAL DISTRICT	16615	1911	11.50		803	1070		1084	784		842	1031				
City of Perris	16615	1911	11.50		803	1070		1084	784		842	1031				

RIVERSIDE COUNTY Statement of Vote
CONSOLIDATED UDEL ELECTION

140025

NON PARTISAN G - PALM SPRINGS TELEPHONE TAX

	Registration	Ballots Cast	Turnout (%)	YES	NO
49005 PALM SPRINGS	2180	268	12.29	169	77
49005 - Vote by Mail Reporting	2180	512	23.49	320	159
49006 PALM SPRINGS	1912	304	15.90	176	100
49006 - Vote by Mail Reporting	1912	520	27.20	349	124
49009 PALM SPRINGS	2350	253	10.77	145	83
49009 - Vote by Mail Reporting	2350	578	24.60	379	168
49013 PALM SPRINGS	2627	356	13.55	238	92
49013 - Vote by Mail Reporting	2627	896	34.11	611	219
49017 PALM SPRINGS	2269	313	13.79	196	101
49017 - Vote by Mail Reporting	2269	554	24.42	358	151
49023 PALM SPRINGS	2332	254	10.89	165	63
49023 - Vote by Mail Reporting	2332	672	28.82	452	174
49025 PALM SPRINGS	1328	203	15.29	140	51
49025 - Vote by Mail Reporting	1328	450	33.89	279	130
49026 PALM SPRINGS	2416	312	12.91	193	87
49026 - Vote by Mail Reporting	2416	659	27.28	418	180
49031 PALM SPRINGS	0	0	0.00	0	0
49031 - Vote by Mail Reporting	0	0	0.00	0	0
59000 PALM SPRINGS	0	0	0.00	0	0
59000 - Vote by Mail Reporting	0	0	0.00	0	0
59001 PALM SPRINGS	0	0	0.00	0	0
59001 - Vote by Mail Reporting	0	0	0.00	0	0
59002 PALM SPRINGS	2	1	50.00	**********	Insufficient Turnout to Protect Voter Privacy *********
59002 - Vote by Mail Reporting	2	0	0.00	0	0
59003 PALM SPRINGS	0	0	0.00	0	0
59003 - Vote by Mail Reporting	0	0	0.00	0	0
59006 PALM SPRINGS	0	0	0.00	0	0
59006 - Vote by Mail Reporting	0	0	0.00	0	0
59011 PALM SPRINGS	1739	153	8.80	96	48
59011 - Vote by Mail Reporting	1739	344	19.78	258	70
59020 PALM SPRINGS	1799	213	11.84	130	65
59020 - Vote by Mail Reporting	1799	411	22.85	265	114
59021 PALM SPRINGS	1585	192	12.11	112	58
59021 - Vote by Mail Reporting	1585	407	25.68	263	112
Precinct Totals	22539	2822	12.52	1761	825
Vote by Mail Reporting Totals	22539	6003	26.63	3952	1601
Grand Totals	22539	8825	39.15	5713	2426
45th Congressional District	22539	8825	39.15	5713	2426
37th Senatorial District	22539	8825	39.15	5713	2426
80th Assembly District	22539	8825	39.15	5713	2426
4th SUPERVISORIAL DISTRICT	17414	7104	40.79	4588	1959
5th SUPERVISORIAL DISTRICT	5125	1721	33.58	1125	467
City of Palm Springs	22539	8825	39.15	5713	2426

RIVERSIDE COUNTY Statement of Vote
CONSOLIDATED UDEL ELECTION

140026	NON PARTISAN H - BLYTHE TRANSIENT TAX															
	Registration	Ballots Cast	Turnout (%)		YES	NO										
47000 BLYTHE	0	0	0.00		0	0										
47000 - Vote by Mail Reporting	0	0	0.00		0	0										
47001 BLYTHE	177	107	60.45		62	44										
47001 - Vote by Mail Reporting	177	0	0.00		0	0										
47004 BLYTHE	1106	297	26.85		115	158										
47004 - Vote by Mail Reporting	1106	251	22.69		125	112										
47005 BLYTHE	1121	289	25.78		116	155										
47005 - Vote by Mail Reporting	1121	239	21.32		131	100										
47006 BLYTHE	111	59	53.15		30	28										
47006 - Vote by Mail Reporting	111	0	0.00		0	0										
47007 BLYTHE	0	0	0.00		0	0										
47007 - Vote by Mail Reporting	0	0	0.00		0	0										
47011 BLYTHE	982	188	19.14		68	110										
47011 - Vote by Mail Reporting	982	175	17.82		76	97										
47018 BLYTHE	974	189	19.40		70	96										
47018 - Vote by Mail Reporting	974	165	16.94		78	80										
Precinct Totals	4471	1129	25.25		461	591										
Vote by Mail Reporting Totals	4471	830	18.56		410	389										
Grand Totals	4471	1959	43.82		871	980										
45th Congressional District	4471	1959	43.82		871	980										
37th Senatorial District	0	0	0.00		0	0										
40th Senatorial District	4471	1959	43.82		871	980										
80th Assembly District	4471	1959	43.82		871	980										
4th SUPERVISORIAL DISTRICT	4471	1959	43.82		871	980										
City of Blythe	4471	1959	43.82		871	980										

RIVERSIDE COUNTY Statement of Vote
CONSOLIDATED UDEL ELECTION

140027	CITY OF WILDOMAR																	
	Registration	Ballots Cast	Turnout (%)		I - WILDOMAR COUNCIL AT LARGE YES	NO		J - WILDOMAR COUNCIL BY DISTRICT YES	NO		K - WILDOMAR COUNCIL FROM DISTRICTS YES	NO					
19000 WILDOMAR	1697	101	5.95		55	39		15	80		16	82					
19000 - Vote by Mail Reporting	1697	210	12.37		123	84		56	144		41	158					
19003 WILDOMAR	61	18	29.51		10	8		0	18		0	18					
19003 - Vote by Mail Reporting	61	0	0.00		0	0		0	0		0	0					
19007 WILDOMAR	1217	58	4.77		29	28		10	48		9	49					
19007 - Vote by Mail Reporting	1217	108	8.87		53	55		16	92		13	95					
19010 WILDOMAR	4	3	75.00		**********			Insufficient Turnout to Protect Voter Privacy						**********			
19010 - Vote by Mail Reporting	4	0	0.00		0	0		0	0		0	0					
19012 WILDOMAR	0	0	0.00		0	0		0	0		0	0					
19012 - Vote by Mail Reporting	0	0	0.00		0	0		0	0		0	0					
19014 WILDOMAR	2020	98	4.85		56	41		10	85		4	90					
19014 - Vote by Mail Reporting	2020	358	17.72		210	135		73	275		56	287					
19017 WILDOMAR	1598	95	5.94		66	28		12	78		8	83					
19017 - Vote by Mail Reporting	1598	218	13.64		127	89		31	176		24	181					
19018 WILDOMAR	767	51	6.65		32	18		12	37		8	42					
19018 - Vote by Mail Reporting	767	124	16.17		79	43		14	104		14	105					
19021 WILDOMAR	0	0	0.00		0	0		0	0		0	0					
19021 - Vote by Mail Reporting	0	0	0.00		0	0		0	0		0	0					
19030 WILDOMAR	1945	94	4.83		59	34		13	76		13	76					
19030 - Vote by Mail Reporting	1945	230	11.83		142	88		61	160		47	176					
19031 WILDOMAR	1369	78	5.70		54	23		9	66		8	67					
19031 - Vote by Mail Reporting	1369	184	13.44		119	61		39	132		31	139					
19033 WILDOMAR	1917	60	3.13		35	24		16	44		8	52					
19033 - Vote by Mail Reporting	1917	240	12.52		133	97		71	161		59	169					
39000 WILDOMAR	205	33	16.10		12	19		7	24		4	27					
39000 - Vote by Mail Reporting	205	0	0.00		0	0		0	0		0	0					
Precinct Totals	12800	689	5.38		411	262		105	558		81	586					
Vote by Mail Reporting Totals	12800	1672	13.06		986	652		361	1244		285	1310					
Grand Totals	12800	2361	18.45		1397	914		466	1802		366	1896					
49th Congressional District	12800	2361	18.45		1397	914		466	1802		366	1896					
36th Senatorial District	12800	2361	18.45		1397	914		466	1802		366	1896					
64th Assembly District	4274	851	19.91		484	347		143	685		111	713					
66th Assembly District	8526	1510	17.71		913	567		323	1117		255	1183					
1st SUPERVISORIAL DISTRICT	12595	2328	18.48		1385	895		459	1778		362	1869					
3rd SUPERVISORIAL DISTRICT	205	33	16.10		12	19		7	24		4	27					
City of Wildomar	12800	2361	18.45		1397	914		466	1802		366	1896					

RIVERSIDE COUNTY Statement of Vote
CONSOLIDATED UDEL ELECTION

140027	CITY OF WILDOMAR																
	Registration	Ballots Cast	Turnout (%)		I - WILDOMAR COUNCIL AT LARGE YES	NO		J - WILDOMAR COUNCIL BY DISTRICT YES	NO		K - WILDOMAR COUNCIL FROM DISTRICTS YES	NO				
19000 WILDOMAR	1697	101	5.95		55	39		15	80		16	82				
19000 - Vote by Mail Reporting	1697	210	12.37		123	84		56	144		41	158				
19003 WILDOMAR	61	18	29.51		10	8		0	18		0	18				
19003 - Vote by Mail Reporting	61	0	0.00		0	0		0	0		0	0				
19007 WILDOMAR	1217	58	4.77		29	28		10	48		9	49				
19007 - Vote by Mail Reporting	1217	108	8.87		53	55		16	92		13	95				
19010 WILDOMAR	4	3	75.00		**********			Insufficient Turnout to Protect Voter Privacy			**********					
19010 - Vote by Mail Reporting	4	0	0.00		0	0		0	0		0	0				
19012 WILDOMAR	0	0	0.00		0	0		0	0		0	0				
19012 - Vote by Mail Reporting	0	0	0.00		0	0		0	0		0	0				
19014 WILDOMAR	2020	98	4.85		56	41		10	85		4	90				
19014 - Vote by Mail Reporting	2020	358	17.72		210	135		73	275		56	287				
19017 WILDOMAR	1598	95	5.94		66	28		12	78		8	83				
19017 - Vote by Mail Reporting	1598	218	13.64		127	89		31	176		24	181				
19018 WILDOMAR	767	51	6.65		32	18		12	37		8	42				
19018 - Vote by Mail Reporting	767	124	16.17		79	43		14	104		14	105				
19021 WILDOMAR	0	0	0.00		0	0		0	0		0	0				
19021 - Vote by Mail Reporting	0	0	0.00		0	0		0	0		0	0				
19030 WILDOMAR	1945	94	4.83		59	34		13	76		13	76				
19030 - Vote by Mail Reporting	1945	230	11.83		142	88		61	160		47	176				
19031 WILDOMAR	1369	78	5.70		54	23		9	66		8	67				
19031 - Vote by Mail Reporting	1369	184	13.44		119	61		39	132		31	139				
19033 WILDOMAR	1917	60	3.13		35	24		16	44		8	52				
19033 - Vote by Mail Reporting	1917	240	12.52		133	97		71	161		59	169				
39000 WILDOMAR	205	33	16.10		12	19		7	24		4	27				
39000 - Vote by Mail Reporting	205	0	0.00		0	0		0	0		0	0				
Precinct Totals	12800	689	5.38		411	262		105	558		81	586				
Vote by Mail Reporting Totals	12800	1672	13.06		986	652		361	1244		285	1310				
Grand Totals	12800	2361	18.45		1397	914		466	1802		366	1896				
49th Congressional District	12800	2361	18.45		1397	914		466	1802		366	1896				
36th Senatorial District	12800	2361	18.45		1397	914		466	1802		366	1896				
64th Assembly District	4274	851	19.91		484	347		143	685		111	713				
66th Assembly District	8526	1510	17.71		913	567		323	1117		255	1183				
1st SUPERVISORIAL DISTRICT	12595	2328	18.48		1385	895		459	1778		362	1869				
3rd SUPERVISORIAL DISTRICT	205	33	16.10		12	19		7	24		4	27				
City of Wildomar	12800	2361	18.45		1397	914		466	1802		366	1896				

RIVERSIDE COUNTY Statement of Vote
CONSOLIDATED UDEL ELECTION

140027	CITY OF WILDOMAR																
	Registration	Ballots Cast	Turnout (%)		I - WILDOMAR COUNCIL AT LARGE YES	NO		J - WILDOMAR COUNCIL BY DISTRICT YES	NO		K - WILDOMAR COUNCIL FROM DISTRICTS YES	NO				
19000 WILDOMAR	1697	101	5.95		55	39		15	80		16	82				
19000 - Vote by Mail Reporting	1697	210	12.37		123	84		56	144		41	158				
19003 WILDOMAR	61	18	29.51		10	8		0	18		0	18				
19003 - Vote by Mail Reporting	61	0	0.00		0	0		0	0		0	0				
19007 WILDOMAR	1217	58	4.77		29	28		10	48		9	49				
19007 - Vote by Mail Reporting	1217	108	8.87		53	55		16	92		13	95				
19010 WILDOMAR	4	3	75.00		**********			Insufficient Turnout to Protect Voter Privacy			*********					
19010 - Vote by Mail Reporting	4	0	0.00		0	0		0	0		0	0				
19012 WILDOMAR	0	0	0.00		0	0		0	0		0	0				
19012 - Vote by Mail Reporting	0	0	0.00		0	0		0	0		0	0				
19014 WILDOMAR	2020	98	4.85		56	41		10	85		4	90				
19014 - Vote by Mail Reporting	2020	358	17.72		210	135		73	275		56	287				
19017 WILDOMAR	1598	95	5.94		66	28		12	78		8	83				
19017 - Vote by Mail Reporting	1598	218	13.64		127	89		31	176		24	181				
19018 WILDOMAR	767	51	6.65		32	18		12	37		8	42				
19018 - Vote by Mail Reporting	767	124	16.17		79	43		14	104		14	105				
19021 WILDOMAR	0	0	0.00		0	0		0	0		0	0				
19021 - Vote by Mail Reporting	0	0	0.00		0	0		0	0		0	0				
19030 WILDOMAR	1945	94	4.83		59	34		13	76		13	76				
19030 - Vote by Mail Reporting	1945	230	11.83		142	88		61	160		47	176				
19031 WILDOMAR	1369	78	5.70		54	23		9	66		8	67				
19031 - Vote by Mail Reporting	1369	184	13.44		119	61		39	132		31	139				
19033 WILDOMAR	1917	60	3.13		35	24		16	44		8	52				
19033 - Vote by Mail Reporting	1917	240	12.52		133	97		71	161		59	169				
39000 WILDOMAR	205	33	16.10		12	19		7	24		4	27				
39000 - Vote by Mail Reporting	205	0	0.00		0	0		0	0		0	0				
Precinct Totals	12800	689	5.38		411	262		105	558		81	586				
Vote by Mail Reporting Totals	12800	1672	13.06		986	652		361	1244		285	1310				
Grand Totals	12800	2361	18.45		1397	914		466	1802		366	1896				
49th Congressional District	12800	2361	18.45		1397	914		466	1802		366	1896				
36th Senatorial District	12800	2361	18.45		1397	914		466	1802		366	1896				
64th Assembly District	4274	851	19.91		484	347		143	685		111	713				
66th Assembly District	8526	1510	17.71		913	567		323	1117		255	1183				
1st SUPERVISORIAL DISTRICT	12595	2328	18.48		1385	895		459	1778		362	1869				
3rd SUPERVISORIAL DISTRICT	205	33	16.10		12	19		7	24		4	27				
City of Wildomar	12800	2361	18.45		1397	914		466	1802		366	1896				

RIVERSIDE COUNTY Statement of Vote
CONSOLIDATED UDEL ELECTION

140030	NON PARTISAN L - BANNING TRANSIENT TAX															
	Registration	Ballots Cast	Turnout (%)		YES	NO										
51000 BANNING	0	0	0.00		0	0										
51000 - Vote by Mail Reporting	0	0	0.00		0	0										
51002 BANNING	0	0	0.00		0	0										
51002 - Vote by Mail Reporting	0	0	0.00		0	0										
51004 BANNING	727	53	7.29		30	23										
51004 - Vote by Mail Reporting	727	147	20.22		116	31										
51008 BANNING	1982	169	8.53		129	35										
51008 - Vote by Mail Reporting	1982	911	45.96		734	161										
51011 BANNING	2498	210	8.41		162	44										
51011 - Vote by Mail Reporting	2498	1207	48.32		911	282										
51018 BANNING	2449	160	6.53		104	55										
51018 - Vote by Mail Reporting	2449	591	24.13		425	154										
51020 BANNING	1266	105	8.29		52	51										
51020 - Vote by Mail Reporting	1266	162	12.80		118	44										
51023 BANNING	1517	98	6.46		68	27										
51023 - Vote by Mail Reporting	1517	217	14.30		144	66										
51026 BANNING	2061	110	5.34		73	35										
51026 - Vote by Mail Reporting	2061	370	17.95		271	96										
Precinct Totals	12500	905	7.24		618	270										
Vote by Mail Reporting Totals	12500	3605	28.84		2719	834										
Grand Totals	12500	4510	36.08		3337	1104										
41st Congressional District	12500	4510	36.08		3337	1104										
37th Senatorial District	12500	4510	36.08		3337	1104										
65th Assembly District	12500	4510	36.08		3337	1104										
80th Assembly District	0	0	0.00		0	0										
5th SUPERVISORIAL DISTRICT	12500	4510	36.08		3337	1104										
City of Banning	12500	4510	36.08		3337	1104										

RIVERSIDE COUNTY Statement of Vote
CONSOLIDATED UDEL ELECTION

140031

NON PARTISAN M - COACHELLA UTILITY TAX

	Registration	Ballots Cast	Turnout (%)	YES	NO
46002 COACHELLA	33	9	27.27	3	6
46002 - Vote by Mail Reporting	33	0	0.00	0	0
46005 COACHELLA	0	0	0.00	0	0
46005 - Vote by Mail Reporting	0	0	0.00	0	0
46011 COACHELLA	2047	110	5.37	26	84
46011 - Vote by Mail Reporting	2047	124	6.06	63	60
46021 COACHELLA	1584	115	7.26	40	75
46021 - Vote by Mail Reporting	1584	138	8.71	57	79
46025 COACHELLA	1536	73	4.75	34	38
46025 - Vote by Mail Reporting	1536	116	7.55	69	47
46026 COACHELLA	57	1	1.75	**********	Insufficient Turnout to Protect Voter Privacy *********
46026 - Vote by Mail Reporting	57	0	0.00	0	0
46030 COACHELLA	1116	62	5.56	31	31
46030 - Vote by Mail Reporting	1116	88	7.89	44	43
46031 COACHELLA	1168	60	5.14	18	42
46031 - Vote by Mail Reporting	1168	113	9.67	69	42
46034 COACHELLA	40	6	15.00	2	4
46034 - Vote by Mail Reporting	40	0	0.00	0	0
46036 COACHELLA	0	0	0.00	0	0
46036 - Vote by Mail Reporting	0	0	0.00	0	0
Precinct Totals	7581	436	5.75	155	280
Vote by Mail Reporting Totals	7581	579	7.64	302	271
Grand Totals	7581	1015	13.39	457	551
45th Congressional District	7581	1015	13.39	457	551
37th Senatorial District	0	0	0.00	0	0
40th Senatorial District	7581	1015	13.39	457	551
80th Assembly District	7581	1015	13.39	457	551
4th SUPERVISORIAL DISTRICT	7581	1015	13.39	457	551
City of Coachella	7581	1015	13.39	457	551

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COUNTY OF RIVERSIDE

CONSOLIDATED UNIFORM DISTRICT ELECTION LAW (UDEL) ELECTION
NOVEMBER 3, 2009
OFFICIAL TALLY RESULTS OF QUALIFIED WRITE-IN CANDIDATES

November 10, 2009

CITY COUNCIL MEMBER, CITY OF PALM SPRINGS

WILLIE JAMES HOLLAND, SR. ----------3

MAYOR, CITY OF RIVERSIDE

KENNETH L. STANSBURY ---------- 60

TROY KENT---------- 14

941A

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

FROM: RIVERSIDE COUNTY REGIONAL MEDICAL CENTER

SUBMITTAL DATE: 11/12/09

SUBJECT: MEDICAL STAFF APPOINTMENTS, REAPPOINTMENTS, AND CLINICAL PRIVILEGES

RECOMMENDED MOTION: Request approval by the Board of Supervisors of appointments, reappointments, and clinical privileges.

BACKGROUND: The Medical Executive Committee on November 12, 2009 recommended to refer the following items to the Board of Supervisors for review and action.

A. Approval of Medical Staff Appointments and Clinical Privileges:

1.	PANDEY, Neha, MD	Medicine	Provisional
2.	LIN, Thomas B., MD	Radiology	Provisional

B. Approval of Allied Health Professional Privileges:

1.	SARKEES, Michelle C., PA-C	Emergency Medicine

C. Approval of Reappointments: 12/31/2009 – 12/31/2011 (Attachment)

Douglas D. Bagley

Douglas D. Bagley, Hospital Director

Departmental Concurrence

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:	N/A

SOURCE OF FUNDS: Not Applicable

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

Dep't Recomm.: ☒ Consent ☐ Policy

Per Exec. Ofc.: ☒ Consent ☐ Policy

Prev. Agn. Ref.: | **District:** #E2015. | **Agenda Number:** 2.31

Form 11 (Rev 06/2003)

Approval of Medical Staff Appointments and Clinical Privileges Continued

D. Approval of Change in Privileges – Completed Psychiatry Residency Training:
   1. MIZANI, Elham, MD Full Psychiatry Privileges with proctoring

RIVERSIDE COUNTY REGIONAL MEDICAL CENTER
MEDICAL STAFF REAPPOINTMENTS

The Credentials Committee is submitting the following reappointment recommendations for review and action. The RCRMC Medical Staff member has met the reappointment standards and requirements set forth in the Medical Staff Bylaws, Rules and Regulations.

Department	Staff Status	Reappointment Period		Recommendation
CLINICAL NEUROLOGICAL SERVICES				
Darryl M. Warner, D.O.	Active	12/31/09	12/31/11	Renewal, current staff category and privileges as delineated.
EMERGENCY MEDICINE				
Samnuel C. Chua, M.D.	Active	12/31/09	12/31/11	Renewal, current staff category and privileges as delineated.
MEDICINE				
Anthony F. Firek, M.D.	Courtesy	12/31/09	12/31/11	Renewal, current staff category and privileges as delineated.
OBSTETRICS AND GYNECOLOGY				
Larry N. Francis, M.D.	Active	12/31/09	12/31/11	Renewal, current staff category and privileges as delineated.
Daniel J. Torres, M.D.	Active	12/31/09	12/31/11	Renewal, current staff category and privileges as delineated.
ORTHOPEDIC SURGERY				
Thomas T. Haider, M.D.	Active	12/31/09	12/31/11	Renewal, current staff category and privileges as delineated.
Eskild A. Reinhold, M.D.	Active	12/31/09	12/31/11	Renewal, current staff category and privileges as delineated.
PEDIATRICS				
Mary Anne Tan Laxa, M.D.	Active	12/31/09	12/31/11	Renewal, current staff category and privileges as delineated.
PSYCHIATRY				
Joseph P. James, M.D	Active	12/31/09	12/31/11	Renewal, current staff category and privileges as delineated.
Concepcion R. Mangasep, M.D.	Active	12/31/09	12/31/11	Renewal, current staff category and privileges as delineated.

RADIOLOGY				
Peter P. Piampiano, M.D.	Active	12/31/09	12/31/11	Renewal, current staff category and privileges as delineated.
Huma S. Qureshi, M.D.	Active	12/31/09	12/31/11	Renewal, current staff category and privileges as delineated.
Thuyen H. Tran, M.D.	Active	12/31/09	12/31/11	Renewal, current staff category and privileges as delineated.
SURGERY				
Afshin M. Molkara, M.D.	Active	12/31/09	12/31/11	Renewal, current staff category and privileges as delineated.
SURGERY: PLASTIC SUR				
Maya C. Spaeth, M.D.	Active	12/31/09	12/31/11	Renewal, current staff category and privileges as delineated.

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

903B

FROM: TLMA - Transportation Department

SUBMITTAL DATE:
November 12, 2009

SUBJECT: Accepting a portion of Calle Breve, in the Sage area, Third Supervisorial District.

RECOMMENDED MOTION: Adopt Resolution No. 2009-299, accepting a portion of Calle Breve, in the Sage area.

BACKGROUND: The applicant is requesting that this portion of Calle Breve be accepted to provide primary and secondary access to Parcel Map No. 35241

Juan C. Perez
Director of Transportation

WJH
Attachments: Resolution No. 2009-299
Exhibit "A""

REVIEWED BY EXECUTIVE OFFICE
DATE 11/17/09
Tina Grande
Departmental Concurrence

FORM APPROVED COUNTY COUNSEL
BY: Synthia M. Gunzel DATE 11-11-09
SYNTHIA M. GUNZEL

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

Prev. Agn. Ref.	District: 3	Agenda Number: 2.32

Form 11p (Rev 07/2007)

BOARD OF SUPERVISORS COUNTY OF RIVERSIDE

RESOLUTION NO 2009-299

ACCEPTING PORTIONS OF CALLE BREVE
IN THE SAGE AREA, FOR PUBLIC USE.
(Third Supervisorial District)

WHEREAS, the hereinafter described roads were offered for dedication for public road and utility purposes by the documents hereinafter-referred to, which offers of dedication have not been previously accepted for public use by the County of Riverside, 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, that this Board accepts the offers of dedication and recognizes that said road is a public road open for use by the general public;

BE IT FURTHER RESOLVED, DETERMINED, AND ORDERED that this acceptance is for the purpose of vesting title in the County of Riverside on behalf of the public for public road and utility purposes, and is not an acceptance of the road into the County Maintained Road System pursuant to Section 941 of the Streets and Highways Code and that said road will not become part of the County Maintained Road System unless subsequently accepted into said Maintained Road System by a resolution adopted by this Board;

FORM APPROVED COUNTY COUNSEL
BY: Cynthia M. Gunzel DATE 11-11-09
CYNTHIA M. GUNZEL

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

CALLE BREVE (See Exhibit "A")

That portion of Calle Breve (60.00 feet wide) as shown on Parcel Map, Book 5, Pages 1 through 4 inclusive of Parcel Maps, Records of Riverside County California and described in Declaration of Dedication by Instrument No.54087, dated April 26, 1972, Official Records of Riverside County, California. Excepting, therefrom, that portion lying in Parcel Map 30618, (30.00 feet wide) designated as Lots "A" through "C" inclusive, filed in Book 210, Pages 52 and 53 of Parcel Maps, Records of Riverside County, California, and excepting, therefrom, that portion lying in Parcel map No. 18067, (30.00 feet wide) designated as lots "A" through "D" inclusive, filed in Book 105, Pages 10 and 11 of Parcel Maps, Records of Riverside County, California,

Resolution No. 2009-299

BE IT FURTHER RESOLVED that the Clerk of the Board shall cause a certified copy of this resolution to be recorded in the Office of the County Recorder of Riverside County, California.

WJH

W.O. No. FPM35241

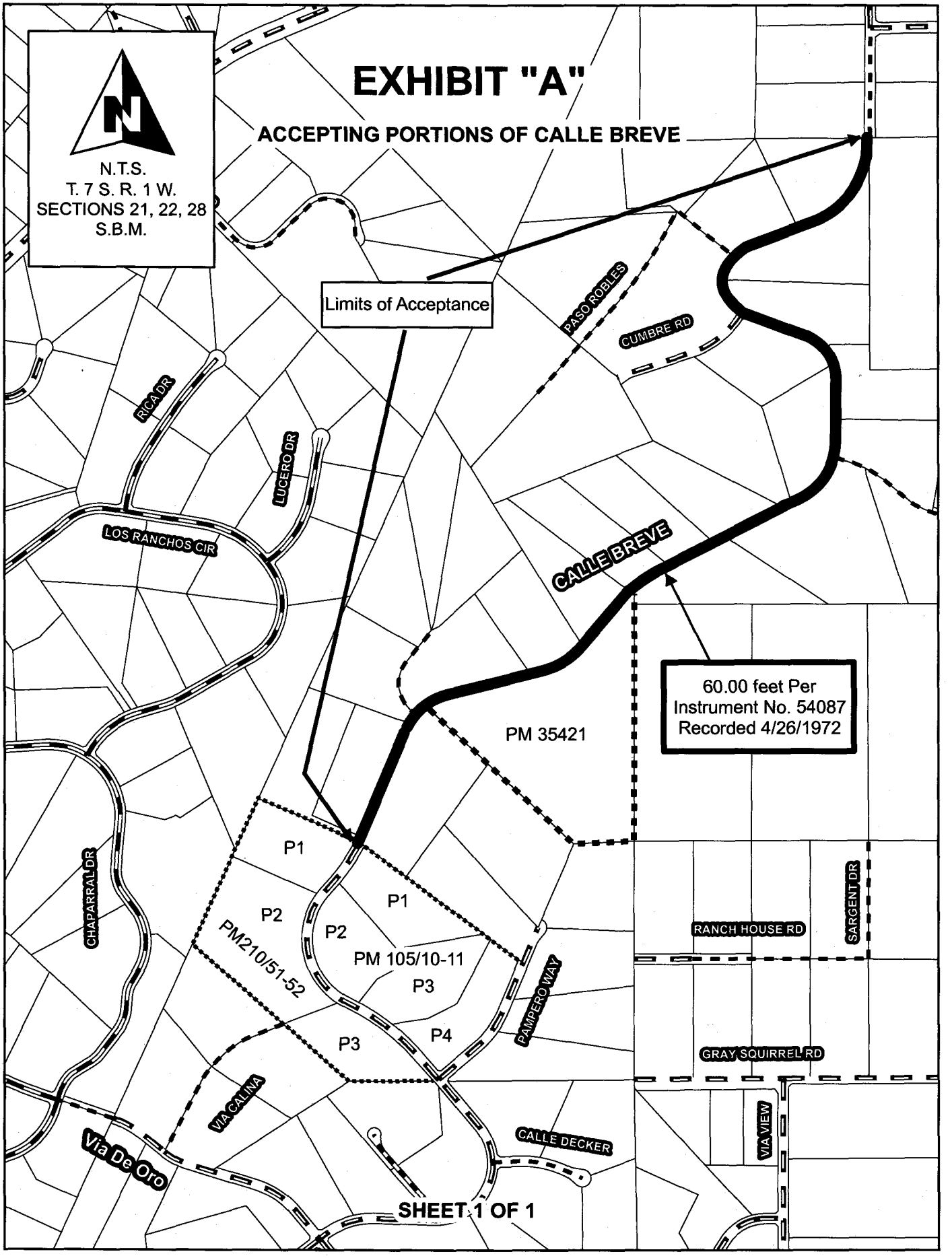
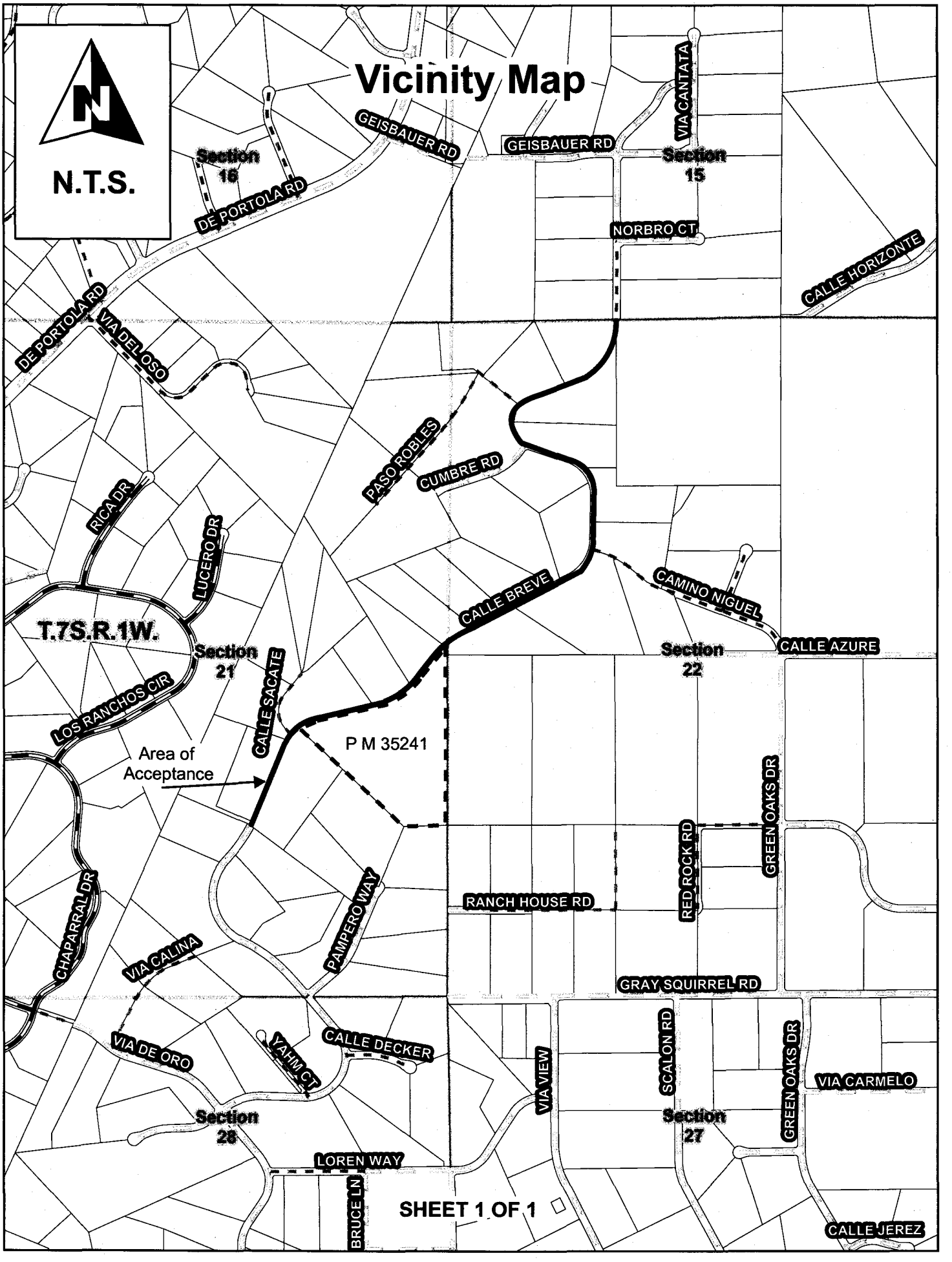


EXHIBIT "A"
ACCEPTING PORTIONS OF CALLE BREVE
N.T.S.
T. 7 S. R. 1 W.
SECTIONS 21, 22, 28
S.B.M.
Limits of Acceptance
PASO ROBLES
CUMBRE RD
RICA DR
LUCERO DR
LOS RANCHOS CIR
CALLE BREVE
60.00 feet Per
Instrument No. 54087
Recorded 4/26/1972
PM 35421
P1
P2
P1
P2
PM210/51-52
PM 105/10-11
P3
P3
P4
CHAPARRAL DR
PAMPERO WAY
RANCH HOUSE RD
SARGENT DR
GRAY SQUIRREL RD
VIA CALINA
Via De Oro
CALLE DECKER
VIA VIEW
SHEET 1 OF 1



To be removed before recording

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

FROM: TLMA - Transportation Department

SUBMITTAL DATE:

SUBJECT: Approval of **TRACT 32491**
A Schedule "E" Subdivision in the Eastvale Area

RECOMMENDED MOTION: That the Board approve the Improvement Agreements and Securities as approved by County Counsel, approve the final map and authorize the Chairman to sign the Improvement Agreements and map for Tract 32491.

BACKGROUND: This map complies in all respects with the provisions of Division 3 of Title 15 of the Government Code and applicable local ordinances. The developer desires to enter into Improvement Agreements to guarantee the construction of the required improvements and has submitted Improvement Agreements and Securities which have been approved by County Counsel.

Juan C. Perez
Director of Transportation

HS:lf
Submittals: Final Map
Road/Drainage Imprv Agrmts
Water System Imprv Agrmts
Sewer System Imprv Agrmts
Monumentation Agreements

REVIEWED BY EXECUTIVE OFFICE
DATE 11/17/09
Departmental Concurrence Tina Grande

FORM APPROVED COUNTY COUNSEL
BY: ELENA M. BOEVA DATE 11/12/09

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

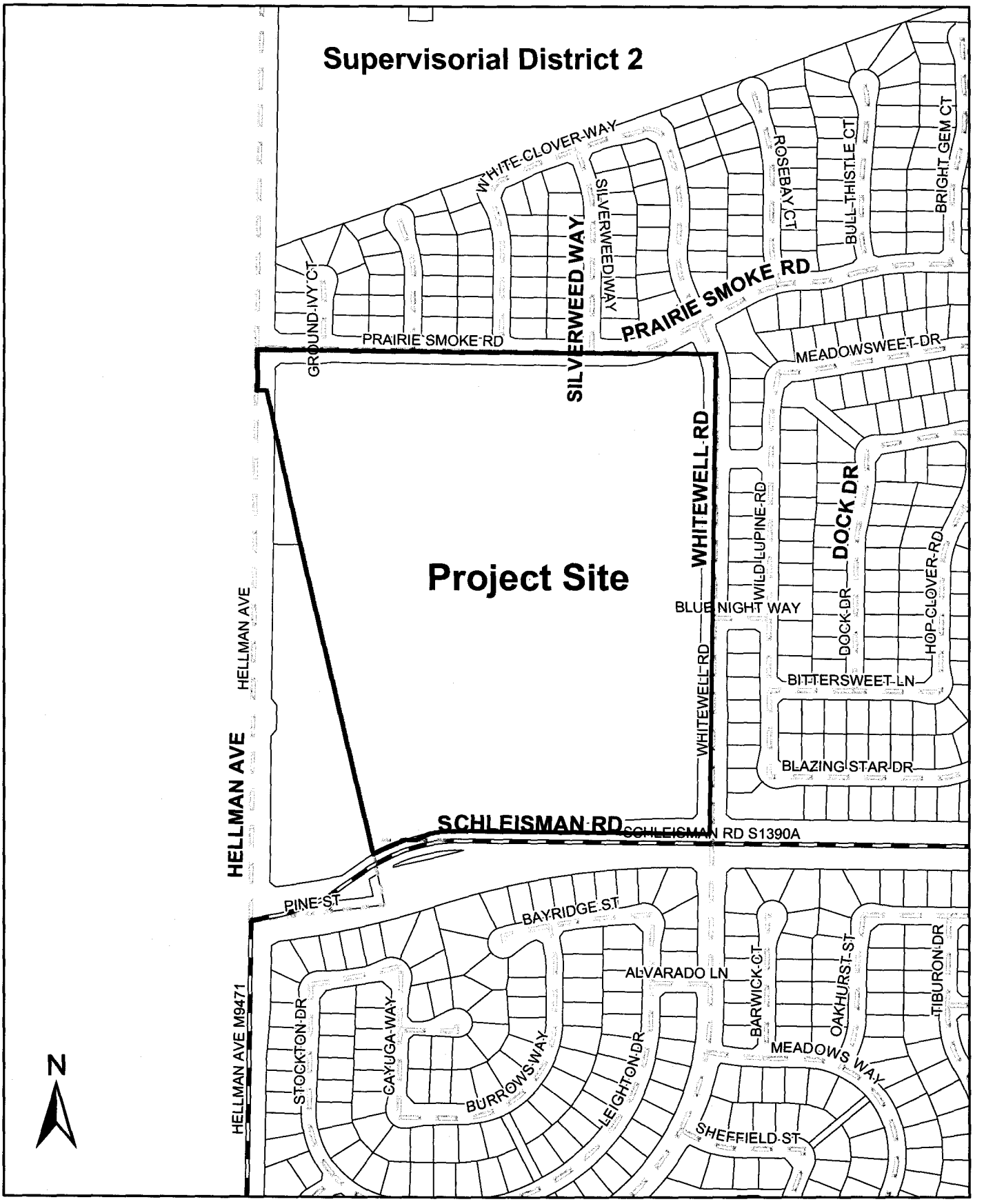
Prev. Agn. Ref.	District: 2	Agenda Number: 2.33

Form 11p (Rev 07/2007)

Feet
0 215 430 860
1 inch = 417 feet

Tract 32491
Vicinity Map

The County of Riverside assumes no warranty or legal responsibility for the information contained on this map. Data and information represented on this map is subject to updates, modifications and may not be complete or appropriate for all purposes. County GIS and other sources should be queried for the most current information. Do not copy or resell this map.



AGREEMENT
FOR THE CONSTRUCTION OF ROAD/DRAINAGE IMPROVEMENTS

This agreement, made and entered into by and between the County of Riverside, State of California, hereinafter called County, and D.R. Horton Los Angeles Holding Company, a California corporation, hereinafter called Contractor.

WITNESSETH:

FIRST: Contractor, for and in consideration of the approval by County of the final map of that certain land division known as **Tract 32491**, hereby agrees, at Contractor's own cost and expense, to furnish all labor, equipment and materials necessary to perform and complete, within **24** months from the date this agreement is executed, in a good and workmanlike manner, all road and drainage improvements in accordance with those Road Plans for said land division which have been approved by the County Director of Transportation, and are on file in the office of the Riverside County Transportation Department, and do all work incidental thereto in accordance with the standards set forth in Riverside County Ordinance No. 461, as amended, which are hereby expressly made a part of this agreement. All the above required work shall be done under the inspection of and to the satisfaction of the County Director of Transportation, and shall not be deemed complete until approved and accepted as complete by the County. Contractor further agrees to maintain the above required improvements for a period of one year following acceptance by the County, and during this one year period to repair or replace, to the satisfaction of the Director of Transportation, any defective work or labor done or defective materials furnished. Contractor further agrees that all underground improvements shall be completed prior to the pa of any roadway. The estimated cost of said work and improvements is the sum of **Three million three hu thirty-three thousand eighty and no/100 Dollars ($3,333,080.00)**.

SECOND: Contractor agrees to pay to County the actual cost of such inspections of the work and improvements as may be required by the Director of Transportation. Contractor further agrees that, if suit brought upon this agreement or any bond guaranteeing the completion of the road and drainage improvem all costs and reasonable expenses and fees incurred by County in successfully enforcing such obligations s be paid by Contractor, including reasonable attorney's fees, and that, upon entry of judgment, all such cost expenses and fees shall be taxed as costs and included in any judgment rendered.

THIRD: County shall not, nor shall any officer or employee of County, be liable or responsible for any accident, loss or damage happening or occurring to the works specified in this agreement prior to the completion and acceptance thereof, nor shall County or any officer or employee thereof, be liable for any persons or property injured by reason of the nature of the work, or by reason of the acts or omissions of Contractor, its agents or employees, in the performance of the work, and all or said liabilities are assumed by Contractor. Contractor agrees to protect, defend, and hold harmless County and the officers and employees thereof from all loss, liability or claim because of, or arising out of the acts or omissions of Contractor, its agents and employees, in the performance of this agreement or arising out of the use of any patent or patented article in the performance of this agreement.

FOURTH: The Contractor hereby grants to County, or any agent or employee of County, the irrevocable permission to enter upon the lands of the subject land division for the purpose of completing the improvements. This permission shall terminate in the event that Contractor has completed work within the time specified or any extension thereof granted by the County.

FIFTH: The Contractor shall provide adequate notice and warning to the traveling public of each and every

hazardous or dangerous condition caused or created by the construction of the works of improvement at all times up to the completion and formal acceptance of the works of improvement. The Contractor shall protect all persons from such hazardous or dangerous conditions by use of traffic regulatory control methods, including, but not limited to, stop signs, regulatory signs or signals, barriers, or detours.

SIXTH: Contractor, its agents and employees, shall give notice to the Director of Transportation at least 48 hours before beginning any work and shall furnish said Director of Transportation all reasonable facilities for obtaining full information with respect to the progress and manner of work.

SEVENTH: If Contractor, its agents or employees, neglects, refuses, or fails to prosecute the work with such diligence as to insure its completion within the specified time, or within such extensions of time which have been granted by County, or if Contractor violates, neglects, refuses, or fails to perform satisfactorily any of the provisions of the plans and specifications,Contractorshall be in default of this agreement and notice of such default shall be served uponContractor. County shall have the power, on recommendation of the Director of Transportation, to terminate all rights of Contractor because of such default. The determination by the Director of Transportation of the question as to whether any of the terms of the agreement or specifications have been violated, or have not been performed satisfactorily, shall be conclusive upon the Contractor, and any and all parties who may have any interest in the agreement or any portion thereof. The foregoing provisions of this section shall be in addition to all other rights and remedies available to County under law. The failure of the Contractor to commence construction shall not relieve the Contractor or surety from completion of the improvements required by this agreement.

EIGHTH: Contractor agrees to file with County, prior to the date this agreement is executed, a good and sufficient improvement security in an amount not less than the estimated cost of the work and improvements for the faithful performance of the terms and conditions of this agreement, and good and sufficient security for payment of labor and materials in the amount prescribed by Article XVII of Riverside County Ordinance 460 to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California. Contractor agrees to renew each and every said bond or bonds with good and sufficient sureties or increase the amount of said bonds, or both, within ten (10) days after being notified by the Director of Transportation that the sureties or amounts are insufficient. Notwithstanding any other provisions herein, if Contractor fails to take such action as is necessary to comply with said notice,Contractorshall be in default of this agreement unless all required improvements are completed within ninety (90) days of the date on which the Director of Transportation notified Contractor of the insufficiency of the security or the amount of the bonds or both.

NINTH: It is further agreed by and between the parties hereto, including the surety or sureties on the bonds securing this agreement, that, in the event it is deemed necessary to extend the time of completion of the work contemplated to be done under this agreement, extensions of time may be granted, from time to time, by County, either at its own option, or upon request of Contractor, and such extensions shall in no way affect the validity of this agreement or release the surety or sureties on such bonds. Contractor further agrees to maintain the aforesaid bond or bonds in full force and effect during the terms of this agreement, including any extensions of time as may be granted therein.

TENTH: It is understood and agreed by the parties hereto that if any part, term or provision of this agreement is by the courts held to be unlawful and void, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain that particular part, term or provision held to be invalid.

ELEVENTH: Any notice or notices required or permitted to be given pursuant to this agreement shall be served on the other party by mail, postage prepaid, at the following addresses:

County	Contractor
Construction Engineer Riverside County Transportation Dept. 2950 Washington Street Riverside, CA 92504	D.R. Horton Los Angeles Holding Company attn: Barbara Murakami 2280 Wardlow Circle, Ste. 100 Corona, CA 92880

IN WITNESS WHEREOF, Contractor has affixed his name, address and seal.

By _____

Title Keith Alex, Vice President

By _____

Title Barbara M. Murakami, Asst. V.P.

COUNTY OF RIVERSIDE

By _____

ATTEST:

KECIA HARPER-IHEM,
Clerk of the Board

By _____
Deputy

APPROVED AS TO FORM

County Counsel

By _____

SIGNATURES OF CONTRACTOR MUST BE ACKNOWLEDGED BY NOTARY AND EXECUTED IN TRIPLICATE

Revised 03/31/09

ACKNOWLEDGMENT

State of California
County of Riverside)

On July 9, 2009 before me, Jennifer L. O'Leary, Notary Public
(insert name and title of the officer)

personally appeared Barbara M. Murakami and Keith Alex,
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.

JENNIFER L. O'LEARY
Commission # 1653586
Notary Public - California
Riverside County
My Comm. Expires Mar 23, 2010

Signature _____ (Seal)

AGREEMENT
FOR THE CONSTRUCTION OF WATER SYSTEM IMPROVEMENTS

This agreement, made and entered into by and between the County of Riverside, State of California, hereinafter called County, and D.R. Horton Los Angeles Holding Company, a California corporation, hereinafter called Contractor.

WITNESSETH:

FIRST: Contractor, for and in consideration of the approval by County of the final map of that certain land division known as **Tract 32491**, hereby agrees, at Contractor's own cost and expense, to construct or cause to have constructed, within **24** months from the date this agreement is executed, in a good and workmanlike manner, a water distribution system, complete with all necessary pipes, valves, fire hydrants, connections and appurtenances necessary to the satisfactory operation of said distribution system, and, further, to extend main or mains from the existing supply system maintained and operated by **Jurupa Community Services District** to connect with the distribution system described above with all pipe laid at such a depth as to provide a full thirty-six inch (36") minimum cover from the top of the pipe to street grade, unless otherwise specified by the Director of Transportation, all in accordance with those plans and specifications which have been approved by both the County Health Director and Director of Transportation, and are on file in the office of the Riverside County Transportation Department. Said approved plans and specifications are hereby made a part of this agreement as fully as though set forth herein. All of the above required work shall be done under the inspection of, and to the satisfaction of, the County Director of Transportation and the County Health Officer, and shall not be deemed complete until approved and accepted as complete by the County. Contractor further agrees to maintain the above required improvements for a period of one year following acceptance by the County, and during this one year period to repair or replace, to the satisfaction of the Director of Transportation, any defective work or labor done or defective materials furnished. Contractor further agrees that all underground improvements shall be completed prior to the paving of any roadway. The estimated cost of said work and improvements is the sum of **Four hundred forty-four thousand one hundred seventy and no/100 Dollars ($444,170.00)**.

SECOND: Contractor agrees to pay to County the actual cost of such inspections of the work and improvements as may be required by the Director of Transportation. Contractor further agrees that, if suit is brought upon this agreement or any bond guaranteeing the completion of the water system improvements, all costs and reasonable expenses and fees incurred by County in successfully enforcing such obligations shall be paid by Contractor, including reasonable attorney's fees, and that, upon entry of judgment, all such costs, expenses and fees shall be taxed as costs and included in any judgment rendered.

THIRD: County shall not, nor shall any officer or employee of County, be liable or responsible for any accident, loss or damage happening or occurring to the works specified in this agreement prior to the completion and acceptance thereof, nor shall County or any officer or employee thereof, be liable for any persons or property injured by reason of the nature of the work, or by reason of the acts or omissions of Contractor, its agents or employees, in the performance of the work, and all or said liabilities are assumed by Contractor. Contractor agrees to protect, defend, and hold harmless County and the officers and employees thereof from all loss, liability or claim because of, or arising out of the acts or omissions of Contractor, its agents and employees, in the performance of this agreement or arising out of the use of any patent or patented article in the performance of this agreement.

FOURTH: The Contractor hereby grants to County, or any agent or employee of County, the irrevocable permission to enter upon the lands of the subject land division for the purpose of completing the improvements. This permission shall terminate in the event that Contractor has completed work within the time specified or any extension thereof granted by the County.

FIFTH: The Landowner shall provide adequate notice and warning to the traveling public of each and every hazardous or dangerous condition caused or created by the construction of the works of improvement at all times up to the completion and formal acceptance of the works of improvement. The Landowner shall protect all persons from such hazardous or dangerous conditions by use of traffic regulatory control methods, including, but not limited to, stop signs, regulatory signs or signals, barriers, or detours.

SIXTH: Contractor, its agents and employees, shall give notice to the Director of Transportation at least 48 hours before beginning any work and shall furnish said Director of Transportation all reasonable facilities for obtaining full information with respect to the progress and manner of work.

SEVENTH: If Contractor, its agents or employees, neglects, refuses, or fails to prosecute the work with such diligence as to insure its completion within the specified time, or within such extensions of time which have been granted by County, or if Contractor violates, neglects, refuses, or fails to perform satisfactorily any of the provisions of the plans and specifications,Contractorshall be in default of this agreement and notice of such default shall be served uponContractor. County shall have the power, on recommendation of the Director of Transportation, to terminate all rights of Contractor because of such default. The determination by the Director of Transportation of the question as to whether any of the terms of the agreement or specifications have been violated, or have not been performed satisfactorily, shall be conclusive upon the Contractor, and any and all parties who may have any interest in the agreement or any portion thereof. The foregoing provisions of this section shall be in addition to all other rights and remedies available to County under law. The failure of the Contractor to commence construction shall not relieve the Contractor or surety from completion of the improvements required by this agreement.

EIGHTH: Contractor agrees to file with County, prior to the date this agreement is executed, a good and sufficient improvement security in an amount not less than the estimated cost of the work and improvements for the faithful performance of the terms and conditions of this agreement, and good and sufficient security for payment of labor and materials in the amount prescribed by Article XVII of Riverside County Ordinance 460 to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California. Contractor agrees to renew each and every said bond or bonds with good and sufficient sureties or increase the amount of said bonds, or both, within ten (10) days after being notified by the Director of Transportation that the sureties or amounts are insufficient. Notwithstanding any other provisions herein, if Contractor fails to take such action as is necessary to comply with said notice,Contractorshall be in default of this agreement unless all required improvements are completed within ninety (90) days of the date on which the Director of Transportation notified Contractor of the insufficiency of the security or the amount of the bonds or both.

NINTH: It is further agreed by and between the parties hereto, including the surety or sureties on the bonds securing this agreement, that, in the event it is deemed necessary to extend the time of completion of the work contemplated to be done under this agreement, extensions of time may be granted, from time to time, by County, either at its own option, or upon request of Contractor, and such extensions shall in no way affect the validity of this agreement or release the surety or sureties on such bonds. Contractor further agrees to maintain the aforesaid bond or bonds in full force and effect during the terms of this agreement, including any extensions of time as may be granted therein.

TENTH: It is understood and agreed by the parties hereto that if any part, term or provision of this

agreement is by the courts held to be unlawful and void, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain that particular part, term or provision held to be invalid.

ELEVENTH: Any notice or notices required or permitted to be given pursuant to this agreement shall be served on the other party by mail, postage prepaid, at the following addresses:

County	Contractor
Construction Engineer Riverside County Transportation Dept. 2950 Washington Street Riverside, CA 92504	D.R. Horton Los Angeles Holding Company attn: Barbara Murakami 2280 Wardlow Circle, Ste. 100 Corona, CA 92880

IN WITNESS WHEREOF, Contractor has affixed his name, address and seal.

By _____

Title Keith Alex, Vice President

By _____

Title Barbara M. Murakami, Asst. V.P.

COUNTY OF RIVERSIDE

By _____

ATTEST:

KECIA HARPER-IHEM,
Clerk of the Board

By _____
Deputy

APPROVED AS TO FORM

County Counsel

By _____

SIGNATURES OF CONTRACTOR MUST BE ACKNOWLEDGED BY NOTARY
AND EXECUTED IN TRIPLICATE

Revised 03/31/09

ACKNOWLEDGMENT

State of California
County of Riverside)

On July 9, 2009 before me, Jennifer L. O'Leary, Notary Public
(insert name and title of the officer)

personally appeared Barbara M. Murakami and Keith Alex,
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.

JENNIFER L. O'LEARY
Commission # 1653586
Notary Public - California
Riverside County
My Comm. Expires Mar 23, 2010

Signature _____ (Seal)

AGREEMENT
FOR THE CONSTRUCTION OF SEWER SYSTEM IMPROVEMENTS

This agreement, made and entered into by and between the County of Riverside, State of California, hereinafter called County, and D.R. Horton Los Angeles Holding Company, a California corporation,, hereinafter called Contractor.

WITNESSETH:

FIRST: Contractor, for and in consideration of the approval by County of the final map of that certain land division known as **Tract 32491**, hereby agrees, at Contractor's own cost and expense, to construct or cause to have constructed, within **24** months from the date this agreement is executed, in a good and workmanlike manner, a sanitary sewer system, complete with all necessary pipes, valves, fire hydrants, connections and appurtenances necessary to the satisfactory operation of said sanitary sewer system. Contractor further agrees to extend the main or mains from the existing sewer system maintained and operated by **Jurupa Community Services District** to connect with the sanitary sewer system required to be constructed by this agreement. All the above required work shall be in accordance with those plans and specifications which have been approved by the Director of Transportation, and are on file in the office of the Riverside County Transportation Department. Said approved plans and specifications are hereby made a part of this agreement as fully as though set forth herein. All of the above required work shall be done under the inspection of, and to the satisfaction of, the County Director of Transportation and the County Health Officer, and shall not be deemed complete until approved and accepted as complete by the County and accepted by the above-named agency into its sewer system. Contractor further agrees to maintain the above required improvements for a period of one year following acceptance by the County, and during this one year period to repair or replace, to the satisfaction of the Director of Transportation, any defective work or labor done or defective materials furnished. The estimated cost of said work and improvements is the sum of **Five hundred nineteen thousand one hundred twenty and no/100 Dollars ($519,120.00)**.

SECOND: Contractor agrees to pay to County the actual cost of such inspections of the work and improvements as may be required by the Director of Transportation. Contractor further agrees that, if suit is brought upon this agreement or any bond guaranteeing the completion of the water system improvements, all costs and reasonable expenses and fees incurred by County in successfully enforcing such obligations shall be paid by Contractor, including reasonable attorney's fees, and that, upon entry of judgment, all such costs, expenses and fees shall be taxed as costs and included in any judgment rendered.

THIRD: County shall not, nor shall any officer or employee of County, be liable or responsible for any accident, loss or damage happening or occurring to the works specified in this agreement prior to the completion and acceptance thereof, nor shall County or any officer or employee thereof, be liable for any persons or property injured by reason of the nature of the work, or by reason of the acts or omissions of Contractor, its agents or employees, in the performance of the work, and all or said liabilities are assumed by Contractor. Contractor agrees to protect, defend, and hold harmless County and the officers and employees thereof from all loss, liability or claim because of, or arising out of the acts or omissions of Contractor, its agents and employees, in the performance of this agreement or arising out of the use of any patent or patented article in the performance of this agreement.

FOURTH: The Contractor hereby grants to County, or any agent or employee of County, the irrevocable permission to enter upon the lands of the subject land division for the purpose of completing the improvements. This permission shall terminate in the event that Contractor has completed work within the time specified or any extension thereof granted by the County.

FIFTH: The Contractor shall provide adequate notice and warning to the traveling public of each and every hazardous or dangerous condition caused or created by the construction of the works of improvement at all times up to the completion and formal acceptance of the works of improvement. The Contractor shall protect all persons from such hazardous or dangerous conditions by use of traffic regulatory control methods, including, but not limited to, stop signs, regulatory signs or signals, barriers, or detours.

SIXTH: Contractor, its agents and employees, shall give notice to the Director of Transportation at least 48 hours before beginning any work and shall furnish said Director of Transportation all reasonable facilities for obtaining full information with respect to the progress and manner of work.

SEVENTH: If Contractor, its agents or employees, neglects, refuses, or fails to prosecute the work with such diligence as to insure its completion within the specified time, or within such extensions of time which have been granted by County, or if Contractor violates, neglects, refuses, or fails to perform satisfactorily any of the provisions of the plans and specifications,Contractorshall be in default of this agreement and notice of such default shall be served uponContractor. County shall have the power, on recommendation of the Director of Transportation, to terminate all rights of Contractor because of such default. The determination by the Director of Transportation of the question as to whether any of the terms of the agreement or specifications have been violated, or have not been performed satisfactorily, shall be conclusive upon the Contractor, and any and all parties who may have any interest in the agreement or any portion thereof. The foregoing provisions of this section shall be in addition to all other rights and remedies available to County under law. The failure of the Contractor to commence construction shall not relieve the Contractor or surety from completion of the improvements required by this agreement.

EIGHTH: Contractor agrees to file with County, prior to the date this agreement is executed, a good and sufficient improvement security in an amount not less than the estimated cost of the work and improvements for the faithful performance of the terms and conditions of this agreement, and good and sufficient security for payment of labor and materials in the amount prescribed by Article XVII of Riverside County Ordinance 460 to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California. Contractor agrees to renew each and every said bond or bonds with good and sufficient sureties or increase the amount of said bonds, or both, within ten (10) days after being notified by the Director of Transportation that the sureties or amounts are insufficient. Notwithstanding any other provisions herein, if Contractor fails to take such action as is necessary to comply with said notice,Contractorshall be in default of this agreement unless all required improvements are completed within ninety (90) days of the date on which the Director of Transportation notified Contractor of the insufficiency of the security or the amount of the bonds or both.

NINTH: It is further agreed by and between the parties hereto, including the surety or sureties on the bonds securing this agreement, that, in the event it is deemed necessary to extend the time of completion of the work contemplated to be done under this agreement, extensions of time may be granted, from time to time, by County, either at its own option, or upon request of Contractor, and such extensions shall in no way affect the validity of this agreement or release the surety or sureties on such bonds. Contractor further agrees to maintain the aforesaid bond or bonds in full force and effect during the terms of this agreement, including any extensions of time as may be granted therein.

TENTH: It is understood and agreed by the parties hereto that if any part, term or provision of this agreement is by the courts held to be unlawful and void, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain that particular part, term or provision held to be invalid.

ELEVENTH: Any notice or notices required or permitted to be given pursuant to this agreement shall be served on the other party by mail, postage prepaid, at the following addresses:

County	Contractor
Construction Engineer Riverside County Transportation Dept. 2950 Washington Street Riverside, CA 92504	D.R. Horton Los Angeles Holding Company attn: Barbara Murakami 2280 Wardlow Circle, Ste. 100 Corona, CA 92880

IN WITNESS WHEREOF, Contractor has affixed his name, address and seal.

By _____

Title Keith Alex, Vice President

By _____

Title Barbara M. Murakami, Asst. V.P.

COUNTY OF RIVERSIDE

By _____

ATTEST:

KECIA HARPER-IHEM,
Clerk of the Board

By _____
Deputy

APPROVED AS TO FORM

County Counsel

By _____

SIGNATURES OF CONTRACTOR MUST BE ACKNOWLEDGED BY NOTARY AND EXECUTED IN TRIPLICATE

Revised 03/31/09

ACKNOWLEDGMENT

State of California
County of Riverside)

On July 9, 2009 before me, Jennifer L. O'Leary, Notary Public
(insert name and title of the officer)

personally appeared Barbara M. Murakami and Keith Alex,
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.

JENNIFER L. O'LEARY
Commission # 1653586
Notary Public - California
Riverside County
My Comm. Expires Mar 23, 2010

Signature _____ (Seal)

AGREEMENT
FOR THE PLACEMENT OF SURVEY MONUMENTS

This agreement, made and entered into by and between the County of Riverside, State of California, hereinafter called County, and D.R. Horton Los Angeles Holding Company, a California corporation, hereinafter called Contractor.

WITNESSETH:

FIRST: Contractor, for and in consideration of the approval by County of the final map of that certain land division known as **Tract 32491**, hereby agrees, at Contractor's own cost and expense, to furnish all labor, equipment and materials necessary to set, within **24** months from the date this agreement is executed, in a good and workmanlike manner, all survey monuments and tie points and to furnish to the County Surveyor tie notes for said tract in accordance with the standards set forth in Riverside County Ordinance No. 461 and Section 8771 et seq. of the Business and Professions Code of the State of California. Contractor further agrees to pay, within 30 days of presentation to contractor of the final billing of any surveyor or engineer for work performed by him as provides for in Article 9 of Chapter 4, Division 2 of Title 7 of the Government Code of the State of California (commencing with Section 66495). Contractor further agrees that if payment to the surveyor or engineer is not made within 30 days, the surveyor or engineer notifies County that he has not been paid for setting the final monuments, and the Board of Supervisors, pursuant to Section 66497 of the Government Code, after providing Contractor with an opportunity to present evidence as to whether or not the surveyor or engineer has been paid, orders that payment be made by County to the engineer or surveyor, Contractor will, upon demand, and without proof of loss by County, reimburse County for any funds so expended. Notwithstanding any other provisions herein, the determination of County as to whether the surveyor or engineer has been paid shall be conclusive on Contractor, its surety, and all parties who may have an interest in the agreement or any portion thereof.

All of the above required work shall be done under the inspection of, and to the satisfaction of, the County Surveyor, and shall not be deemed complete until approved and accepted as complete by the County. The estimated cost of said work and improvements is the sum of **One hundred four thousand one hundred ninety and no/100 Dollars ($104,190.00)**.

SECOND: Contractor agrees to pay to County the actual cost of such inspections of the work and improvements as may be required by the County Surveyor. Contractor further agrees that, if suit is brought upon this agreement or any bond guaranteeing the completion of the monuments, all costs and reasonable expenses and fees incurred by County in successfully enforcing such obligations shall be paid by Contractor, including reasonable attorney's fees, and that, upon entry of judgment, all such costs, expenses and fees shall be taxed as costs and included in any judgment rendered.

THIRD: County shall not, nor shall any officer or employee of County, be liable or responsible for any accident, loss or damage happening or occurring to the works specified in this agreement prior to the completion and acceptance thereof, nor shall County or any officer or employee thereof, be liable for any persons or property injured by reason of the nature of the work, or by reason of the acts or omissions of Contractor, its agents or employees, in the performance of the work, and all or said liabilities are assumed by Contractor. Contractor agrees to protect, defend, and hold harmless County and the officers and employees thereof from all loss, liability or claim because of, or arising out of the acts or omissions of Contractor, its agents and employees, in the performance of this agreement or arising out of the use of any patent or patented article in the performance of this agreement.

FOURTH: The Contractor hereby grants to County, the Surety upon any bond, and to the agents, employees

and contractors of either or them, the irrevocable permission to enter upon the lands of the subject land division for the purpose of completing the monumentation. This permission shall terminate in the event that Contractor or the Surety has completed work within the time specified or any extension thereof granted by the County. It is further agreed that Contractor shall have control of the ground reserved for the installation of said work, and the streets in which they are to be placed, as is necessary to allowContractor to carry out this agreement.

FIFTH: Contractor agrees to file with County prior to the date this contract is executed, an acceptable and sufficient improvement security in an amount not less than the estimated cost of the work, as above specified, for the faithful performance of the terms and conditions of this agreement, and for the payment of the amount of the improvement security to the County for the benefit of any surveyor or engineer who has not been paid by the Contractor, as provided for by Section 66495 et seq. of the Government Code of the State of California. Contractor agrees to renew each and every said bond or bonds with good and sufficient sureties or increase the amount of said bonds, or both, within ten (10) days after being notified by the Director of Transportation that the sureties or amounts are insufficient. Notwithstanding any other provisions herein, if Contractor fails to take such action as is necessary to comply with said notice,Contractorshall be in default of this agreement unless all required improvements are completed within ninety (90) days of the date on which the Director of Transportation notified Contractor of the insufficiency of the security or the amount of the bonds or both.

SIXTH: If contractor neglects, refuses, or fails to prosecute the work as to insure its completion within the time specifies, or within such extensions of time which have been granted by County, or if Contractor violates, neglects, refuses, or fails to perform satisfactorily any of the provisions of the plans and specifications,Contractorshall be in default of this agreement. County shall have the power, on recommendation of the Director of Transportation, to terminate all rights of Contractor in such agreement, but said termination shall not affect or terminate any of the rights of County as against Contractor or its Surety then existing or which thereafter accrue because of such default. The determination of the County Surveyor of the question as to whether any of the terms of the agreement or specifications have been violated, or have not been performed satisfactorily, shall be conclusive upon the Contractor, its Surety, and any and all parties who may have any interest in the agreement or any portion thereof. The foregoing provisions of this section shall be in addition to all other rights and remedies available to County under law. The failure of the Contractor to commence construction shall not relieve the Contractor or surety from completion of the improvements required by this agreement.

SEVENTH: It is further agreed by and between the parties hereto, including the surety or sureties on the bonds securing this agreement, that, in the event it is deemed necessary to extend the time of completion of the work contemplated to be done under this agreement, extensions of time may be granted, from time to time, by County, either at its own option, or upon request of Contractor, and such extensions shall in no way affect the validity of this agreement or release the surety or sureties on such bonds. Contractor further agrees to maintain the aforesaid bond or bonds in full force and effect during the terms of this agreement, including any extensions of time as may be granted therein.

EIGHTH: It is understood and agreed by the parties hereto that if any part, term or provision of this agreement is by the courts held to be unlawful and void, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain that particular part, term or provision held to be invalid.

NINTH: Any notice or notices required or permitted to be given pursuant to this agreement shall be served on the other party by mail, postage prepaid, at the following addresses:

County	Contractor
Construction Engineer Riverside County Transportation Dept. 2950 Washington Street Riverside, CA 92504	D.R. Horton Los Angeles Holding Company attn: Barbara Murakami 2280 Wardlow Circle, Ste. 100 Corona, CA 92880

IN WITNESS WHEREOF, Contractor has affixed his name, address and seal.

By _____

Title Keith Alex, Vice President

By _____

Title Barbara M. Murakami, Asst. V.P.

COUNTY OF RIVERSIDE

By _____

ATTEST:

KECIA HARPER-IHEM,
Clerk of the Board

By _____
Deputy

APPROVED AS TO FORM

County Counsel

By _____

SIGNATURES OF CONTRACTOR MUST BE ACKNOWLEDGED BY NOTARY AND EXECUTED IN TRIPLICATE

Revised 03/31/09

ACKNOWLEDGMENT

State of California
County of Riverside)

On July 9, 2009 before me, Jennifer L. O'Leary, Notary Public
(insert name and title of the officer)

personally appeared Barbara M. Murakami and Keith Alex,
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 _____ (Seal)

JENNIFER L. O'LEARY
Commission # 1653586
Notary Public - California
Riverside County
My Comm. Expires Mar 23, 2010

JENNIFER L. O'LEARY
Commission # 1653586
Notary Public - California
Riverside County
My Comm. Expires Mar 23, 2010

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

FROM: TLMA - Transportation Department

SUBMITTAL DATE:
October 27, 2009

SUBJECT: Approval of Tract Map 34305
A Schedule "A" Subdivision in the Palm Desert Area

RECOMMENDED MOTION: That the Board approve the attached Improvement Agreement and Securities as approved by County Counsel, approve the final map and authorize the Chairman to sign the Improvements Agreements and map for Tract 34305..

BACKGROUND: This map complies in all respects with the provisions of Division 3 of Title 15 of the Government Code and applicable local ordinances. The developer desires to enter into an Improvement Agreement to guarantee the construction of the required improvements and has submitted Improvement Agreement and Securities which have been approved by County Counsel.

Juan C. Perez
Director of Transportation

HS:lf
Submittals: Final Map
Improvement Agreement

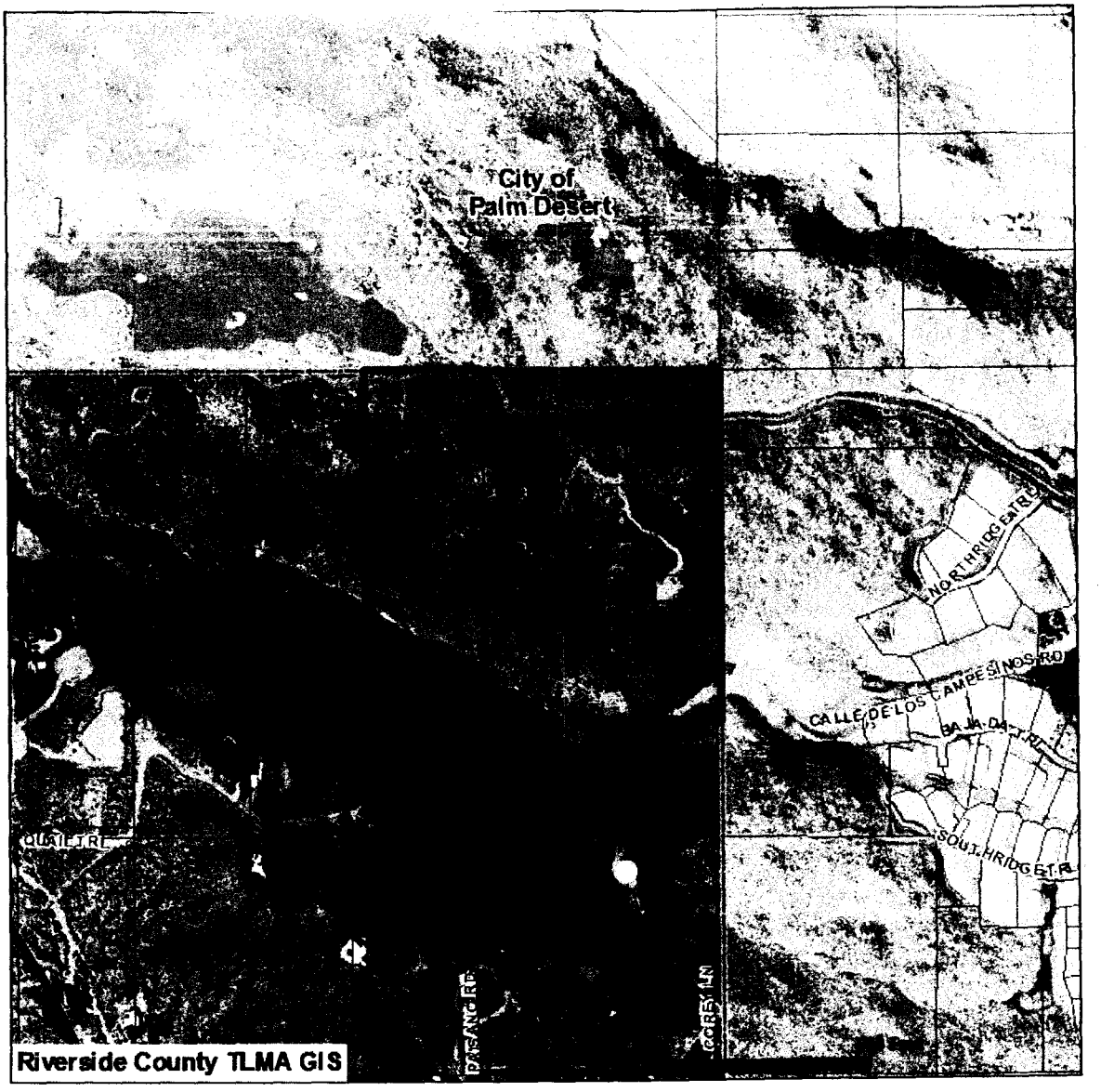
Departmental Concurrence

APPROVED BY EXECUTIVE OFFICE
DATE
VIEWED BY EXECUTIVE OFFICE
Tina Grande

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

Prev. Agn. Ref.	District: 4	Agenda Number: 2.34

Form 11p (Rev 07/2007)



VICINITY MAP

TR 34305

SEC. 36 TWP. 5 S RNG. 5E

Supervisorial District: 4 (Roy Wilson)

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

FROM: Don Kent, Treasurer-Tax Collector

SUBMITTAL DATE:
October 29, 2009

SUBJECT: Treasurer's Statement of Investment Policy

RECOMMENDED MOTION: Approve the revised Treasurer's Statement of Investment Policy to become effective immediately upon approval by the Board of Supervisors.

BACKGROUND: California Government Code Section 53646(a) states, "The Treasurer may annually render to the Board of Supervisors and any oversight committee a statement of investment policy, which the board shall review and approve at a public meeting. Any change in the policy shall also be reviewed and approved at a public meeting."

The Treasurer's Statement of Investment Policy sets the broad parameters of the County's investment activities. It is also an important element in the ratings process for the Treasurer's Pooled Investment Fund.

The County's Investment Oversight Committee has reviewed the policy, as required, at its November 5, 2009 meeting. All changes are in compliance with California Government Code Sections 53601 & 53635 which govern the County Treasurer's investments of surplus monies.

(Continued on page 2)

Don Kent
Treasurer-Tax Collector

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:

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION:

APPROVE
BY: Christopher M. Hans

County Executive Office Signature

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

Prev. Agn. Ref.: | **District:** | **Agenda Number:** 2.35

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

Form 11 (Rev 06/2003)

BACKGROUND: (Continued)
The attached policy reflects changes in our Statement of Investment Policy. We are requesting the following changes:

1. Page 1 - Updated the reference to the new County Ordinance No. 767.13

2. Page 4 – Updated the reference to Government Code Section 27133.

3. Page 6 – Updated the reference to the effective date of the Policy.

SUMMARY:
The proposed changes do not affect the integrity of the Pool as they represent routine updates.

COUNTY OF RIVERSIDE
OFFICE OF THE TREASURER TAX-COLLECTOR
STATEMENT OF INVESTMENT POLICY

INTRODUCTION

The Treasurer's Statement of Investment Policy is presented annually to the County Investment Oversight Committee for review and to the Board of Supervisors for approval, pursuant to the requirements of Sections 53646(a) and 27133 of the California Government Code (the Code). This policy will become effective immediately upon approval by the Board of Supervisors.

SCOPE

The Treasurer's Statement of Investment Policy is limited in scope to only those County, school and special district fund assets actually deposited and residing in the County Treasury. It does not apply to bond funds or other assets belonging to the County of Riverside, or any affiliated public agency the assets of which reside outside of the County Treasury.

FIDUCIARY RESPONSIBILITY

Section 27000.3 of the Code declares each treasurer, or governing body authorized to make investment decisions on behalf of local agencies, to be a trustee and therefore a fiduciary subject to the prudent investor standard. This standard, as stated in Section 27000.3 requires that "When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, the county treasurer or the board of supervisors, as applicable, shall act with care, skill, prudence, and diligence under the circumstances then prevailing, specifically including, but not limited to, the general economic conditions and the anticipated needs of the county and other depositors, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the county and the other depositors."

PORTFOLIO OBJECTIVES

The first and primary objective of the Treasurer's investment of public funds is to safeguard investment principal; second, to maintain sufficient liquidity within the portfolio to meet daily cashflow requirements; and third, to achieve a reasonable rate of return or yield on the portfolio consistent with these objectives. The portfolio shall be actively managed in a manner that is responsive to the public trust and consistent with State law.

AUTHORITY

Statutory authority for the Treasurer's investment and safekeeping functions are found in Code Sections 53601 and 53635 et. seq. The Treasurer's authority to make investments is to be renewed annually, pursuant to state law. It was last renewed by the Board of Supervisors on November 3, 2009 by County Ordinance No. 767.13. Code Section 53607 effectively requires the legislative body to delegate investment authority of the County on an annual basis.

AUTHORIZED INVESTMENTS

Investments shall be restricted to those authorized in Code Sections 53601 and 53635 as amended and as further restricted by this policy statement. All investments shall be governed by the restrictions shown in Schedule I which defines the type of investments authorized, maturity limitations, portfolio diversification, credit quality standards (two of the three nationally recognized ratings shall be used for corporate securities), and purchase restrictions that apply.

STAFF AUTHORIZED TO MAKE INVESTMENTS AND WIRE TRANSFERS

Only the Treasurer-Tax Collector, Don Kent, Assistant Treasurer-Tax Collector, Jon Christensen, and, Investment Manager, Giovane Pizano are authorized to make investments (except in the case of an emergency) and to order the receipt and delivery of investment securities among custodial security clearance accounts. Additionally, authorized Capital Markets staff member(s) may execute end-of-day bank and/or money market fund transfers. Staff authorized to make wire or electronic fund transfers (EFT's), and staff authorized to release these wires and EFT's are governed under the Treasurer's Wire Policy.

AUTHORIZED BROKER/DEALERS

Securities transactions are limited solely to those noted on Schedule II of this policy.

DAILY ACCOUNTABILITY AND CONTROL

Except for emergencies or previous authorization by the Treasurer-Tax Collector, all investment transactions are to be conducted at the Treasurer-Tax Collector's office (if open and available to conduct business), documented, and reviewed by the Treasurer-Tax Collector. All investment transactions will be entered daily into the Treasurer's internal financial accounting system with copies to be filed on a timely basis. Portfolio income shall be reconciled daily against cash receipts and quarterly, prior to the distribution of earnings among those entities sharing in pooled fund investment income.

SECURITY CUSTODY & DELIVERIES

All securities except for money market funds registered in the County's name and securities issued by the County or other local agencies shall be deposited for safekeeping with banks contracted to provide the County Treasurer with custodial security clearance services. These third party trust department arrangements provide the County with a perfected interest in, and ownership and control over the securities held by the custodian on the County's behalf, and are intended to protect the County from the bank's own creditors in the event of a bank default and filing for bankruptcy. Securities are **NOT** to be held in investment firm/broker dealer accounts. All security transactions are to be conducted on a "delivery versus payment basis." Confirmation receipts on all investments are to be reviewed immediately for conformity with County transaction documentation. Securities issued by local agencies purchased directly shall be held in the Treasurer's vault. The security holdings shall be reconciled monthly and audited quarterly by the Treasurer's Internal Audits staff.

COMPETITIVE PRICING

Investment transactions are to be made at current market value and competitively priced whenever possible. Competitive pricing does not necessarily require submission of bids, but does require adequate comparative analysis. The current technology utilized by the Treasury provides this information.

MATURITY LIMITATIONS

No investment shall exceed a final maturity date of five years from the date of purchase unless it is authorized by the Board of Supervisors pursuant to Code Section 53601.

LIQUIDITY

The portfolio shall maintain a weighted average days to maturity (WAM) of less than 541 days or 1.5 years. To provide sufficient liquidity to meet daily expenditure requirements, the portfolio shall maintain at least 40% of its total value in securities having maturities 1 year or less.

SECURITIES LENDING

The Treasurer may engage in securities lending activity limited to 20% of the portfolio's book value on the date of transaction. Instruments involved in a securities lending program are restricted to those securities pursuant to Code Section 53601(i) and by the Treasurer's Statement of Investment Policy.

REVERSE REPURCHASE AGREEMENTS

The Treasury shall not engage in any form of leverage for the purpose of enhancing portfolio yield. There shall be no entry into reverse repurchase agreements except for temporary and unanticipated cashflow requirements that would cause the Treasurer to sell securities at a principal loss. Any reverse repurchase agreements are restricted pursuant to Code Section 53601(i) and by the Treasurer's Statement of Investment Policy.

MITIGATING MARKET & CREDIT RISKS

Safety of principal is the primary objective of the portfolio. Each investment transaction shall seek to minimize the County's exposure to market and credit risks by giving careful and ongoing attention to the: (1) credit quality standards issued by the nationally recognized rating agencies on the credit worthiness of each issuer of the security, (2) limiting the concentration of investment in any single firm as noted in Schedule I, (3) by limiting the duration of investment to the time frames noted in Schedule I, and (4) by maintaining the diversification and liquidity standards expressed within this policy.

TRADING & EARLY SALE OF SECURITIES

All securities are to be purchased with the intent of holding them until maturity. However, in an effort to minimize market and credit risks, securities may be sold prior to maturity either at a profit or loss when economic circumstances, trend in short-term interest rates, or a deterioration in credit-worthiness of the issuer warrants a sale of the securities to either enhance overall portfolio yield or to minimize further erosion and loss of investment principal. Such sales should take into account the short and long term impacts on the portfolio. However, the sale of a security at a loss can only be made after first securing the approval of the Treasurer-Tax Collector.

PURCHASE OF WHEN ISSUED SECURITIES

When issued (W.I.) purchases of securities and their subsequent sale prior to cash settlement are authorized as long as sufficient cash is available to consummate their acceptance into the Treasurer's portfolio on the settlement date.

PORTFOLIO REPORTS/AUDITING

Portfolio reports required by Code Sections 53607 and 27133(e) shall be filed monthly with the Board of Supervisors. The Treasurer shall also prepare and file with the Board of Supervisors, the County Executive Officer, County Auditor-Controller, Superintendent of Schools and the Investment Oversight Committee, the Monthly Treasurer's Pooled Investment Fund reports, including at a minimum, all information required by law. Monthly Treasurer's Pooled Investment Fund reports are to be filed with the County Investment Oversight Committee as required by Code Section 27133. Consistent with Board Policy B-21 (County Investment Policy Statement), § III A, an outside compliance audit will be conducted annually. Outside audits will be conducted at least biannually by an independent auditing firm selected by the Board of Supervisors, per Board Minute Order No. 3.48.

SPECIFIC INVESTMENTS

Specific investments for individual funds may be made in accordance with the Treasurer's Statement of Investment Policy, upon written request of the responsible agency, and, approval of the Treasurer-Tax Collector. Investments outside of the policy may be made on behalf of such funds with approval of the governing Board. With the purchase of specific investments, the fund will be allocated the earnings and/or loss associated with those investments. The Treasurer-Tax Collector reserves the right to allocate a pro-rata charge for administrative costs to such funds.

PERFORMANCE EVALUATION

Portfolio performance is monitored daily and evaluated monthly in comparison to the movement of the Treasurer's Institutional Money Market Index (TIMMI), or other suitable index. Over time, the portfolio rate of return should perform in relationship to such an index. Regular meetings are to be conducted with the investment staff to review the portfolio's performance, in keeping with this policy, and, current market conditions.

INVESTMENT OVERSIGHT COMMITTEE

In accordance with Section 27130 et seq. of the Code, the Board of Supervisors has established an Investment Oversight Committee. The role of the Committee is advisory in nature. It has no input on day to day operations of the Treasury.

QUARTERLY DISTRIBUTION OF INVESTMENT EARNINGS

Portfolio income, including gains and losses (if any), will be distributed quarterly in compliance with Sections 53684 and 53844 of the Code which give the Treasurer broad authority to apportion earnings and losses among those participants sharing in pooled investment income, and, except for specific investments in which the interest income is to be credited directly to the fund from which the investment was made, all investment income is to be distributed pro-rata based upon each participant's average daily cash balance for the calendar quarter. Any subsequent adjustments of reported earnings by the Auditor-Controller will be first reviewed and approved by the Treasurer to assure compliance with Code Sections 53684 and 53844.

QUARTERLY APPORTIONMENT OF ADMINISTRATIVE COSTS

Prior to the quarterly apportionment of pooled fund investment income, the County Treasurer is permitted, pursuant to Code Section 27013, to deduct from investment income before the distribution thereof, the actual cost of the investment, audit, deposit, handling and distribution of such income.

Accordingly, in keeping with Code Sections 27013, 27133(f), and 27135, the Treasury shall deduct from pooled fund investment earnings the actual cost incurred for: retail banking services, wire transfers, custodial safekeeping charges, the pro-rata annual cost of the salaries including fringe benefits for the personnel in the Treasurer-Tax Collector's office engaged in the administration, investment, auditing, cashiering, accounting, reporting, remittance processing and depositing of public funds for investment, together with the related computer and office expenses associated with the performance of these functions. Costs are apportioned based upon average daily ending balances. Prior to gaining reimbursement for these costs, the Treasurer-Tax Collector shall annually prepare a proposed budget revenue estimate for "Section 27013 administrative costs," providing a detailed itemization of all costs required to be reimbursed.

TREASURY OPERATIONS

Treasury operations are to be conducted in the most efficient manner to reduce costs and assure the full investment of funds. The Treasurer will maintain a policy regarding outgoing wires and other electronic transfers. Requests for outgoing transfers which do not arrive on a timely basis may be delayed. The County Treasurer may institute a fee schedule to more equitably allocate costs that would otherwise be spread to all depositors.

POLICY CRITERIA FOR AGENCIES SEEKING VOLUNTARY ENTRY

Should any agency solicit entry, the agency shall comply with the requirements of Section 53684 of the Code and provide to the County Treasurer a resolution adopted by its governing board stating that it has excess funds available for the purpose of investment. The resolution shall specify the amount of monies to be invested, the person authorized by the agency to coordinate the transaction, the anticipated time frame for deposits, the agency's willingness to be bound to the statutory 30-day written notice requirement for withdrawals, and acknowledging the Treasurer's ability to deduct pro-rata administrative charges permitted by Code Section 27013. Any solicitation for entry into the TPIF must have the County Treasurer's prior written approval before the receipt of funds is authorized. The depositing entity will enter into a depository agreement with the Treasurer.

POLICY CRITERIA FOR VOLUNTARY PARTICIPANT WITHDRAWALS

With the Treasury being required to maintain a 40% liquidity position at all times during the calendar year, it is anticipated that sufficient funds will be on hand to immediately meet on demand all participant withdrawals for the full dollar amounts requested without having to make any allowance or pro-rata adjustment based on the current market value of the portfolio. In addition, any withdrawal by a local agency for the purpose of investing or depositing those funds outside the Pool shall have the prior written approval of the County Treasurer.

The Treasurer's approval of the withdrawal request shall be based on the availability of funds; the circumstances prompting the request; the dollar volume of similar requests; the prevailing condition of the financial markets, and, an assessment of the effect of the proposed withdrawal on the stability and predictability of the investments in the county treasury.

POLICY ON RECEIPT OF HONORARIA, GIFTS AND GRATUITIES

Neither the Treasurer-Tax Collector nor any member of his staff, shall accept any gift, gratuity or honoraria from financial advisors, brokers, dealers, bankers or other persons or firms conducting business with the County Treasurer which exceeds the limits established by the Fair Political Practices Commission (FPPC) and relevant portions of Code Section 27133. IOC members shall be subject to the limits included in the Board of Supervisors Policy B-21.

ETHICS & CONFLICTS OF INTEREST

Officers and staff members involved in the investment process shall refrain from any personal business activity that compromises the security and integrity of the County's investment program or impairs their ability to make impartial and prudent investment decisions. In addition, the County Treasurer-Tax Collector, Assistant Treasurer-Tax Collector, Chief Deputy Treasurer-Tax Collector II and Investment Manager are required to file annually the applicable financial disclosure statements as mandated by the FPPC and County policy.

INVESTMENTS MADE FROM DEBT ISSUANCE PROCEEDS

The proceeds of a borrowing may be specifically invested per Schedule I of this policy (with the exception of Collateralized Time Deposits and Local Agency Obligations) as well as competitively bid investments (see County of Riverside Office Of The Treasurer-Tax Collector Statement Of Investment Policy Governing Competitively Bid Investments for Pool Participants, dated February 28, 2006).

No pooled fund investments made from the proceeds of a borrowing, the monies of which are deposited in the County Treasury, shall be invested for a period of time exceeding the maturity date of the borrowing. Nor shall any monies deposited with a bank trustee or fiscal agent for the ultimate purpose of retiring the borrowing be invested beyond the maturity date of the borrowing.

POLICY ADOPTION & AMENDMENTS

This policy statement will become effective following adoption by the Board of Supervisors, and, will remain in force until subsequently amended in writing by the Treasurer-Tax Collector and approved by the Board.

November 24, 2009

Don Kent
County of Riverside
Treasurer-Tax Collector

SCHEDULE I

AUTHORIZED INVESTMENTS	DIVERSIFICATION (1)	PURCHASE RESTRICTIONS	MATURITY	CREDIT QUALITY (S&P/MOODY'S/FITCH)
U.S. Treasury notes, bills, bonds or other certificates of indebtedness	100%	NA	Maximum 5 years	NA
Notes, participations, or obligations issued by the agencies of the federal government	100%	NA	Maximum 5 years	NA
Bonds, notes, warrants or certificates of indebtedness issued by the state of CA, or local agencies, or, the County of Riverside. *Registered treasury notes or bonds of any of the other 49* United States per Government Code Section 53601 (d)	15% maximum	See Schedule VI	Maximum 3 years	Long term "AA-, Aa3, AA-" or better
Bankers Acceptances (BA)	30% maximum	See Schedule VI	Maximum 180 days	Short term "A-1,P-1,F-1" or better
Commercial Paper (CP)	40% maximum	See Schedule VI	Maximum 270 days	Short term "A-1,P-1,F-1" or better
Local Agency Obligations (LAO)	2.5% maximum	Board of Supervisors approval required. Issued by pool depositors only	Maximum 3 years	Non-rated, if in the opinion of the Treasurer, considered to be of investment grade or better
CalTRUST Short Term Fund (CLTR)	1% maximum	Board of Supervisors approval required	Daily liquidity	NR / Portfolio managed pursuant to California Government Code § 53601 & 53635
Negotiable CD's (NCD'S) issued by national or state chartered banks or a licensed branch of a foreign bank	25% maximum	See Schedule VI	Maximum 1 year	Short term "A-1,P-1,F-1" or better
Collateralized Time Deposits (TCD)	2% maximum	See Schedule IV	Maximum 1 year	N/A
Repurchase Agreements (REPO) with 102% collateral restricted to U. S. Treasuries, agencies, agency mortgages, CP, BA's	40% max, 25% in term repo over 7 days. No more than 20% w/one dealer in term repo	Repurchase agreements to be on file	Maximum 45 days	Short Term "A-1, P-1, F-1" or better If "A-2, P-2, F2" then overnight only
Reverse Repurchase Agreements on U. S. Treasury & federal agency securities in portfolio	10% maximum	For temporary cash Flow needs only.	Max 60 days with prior approval of Board of Supervisors	NA
Medium Term Notes (MTNO) or Corporate Notes	20% maximum	See Schedule VI	Maximum 3 years	"AA, Aa2, AA" minimum if under 1 year
Money Market Mutual Funds (MMF) that invest in eligible securities meeting requirements of California Government Code	20% maximum	Registered with SEC No NAV adjustments No front end loads See Schedule V	Daily liquidity	Long Term "AAA" (2 of 3 nationally recognized rating services)

(1) Whichever is greater.

AUTHORIZED BROKER/DEALERS
SCHEDULE II

The Treasurer is authorized to conduct investment security transactions with the broker/dealers which are designated by the Federal Reserve Bank as primary government dealers. Security transactions with firms, other than those appearing on this list, are prohibited.

1. Other authorized firms:

   Union Bank of California
   Bank of New York
   Oppenheimer & Co. Inc.
   Wells Fargo Bank
   Piper Jaffray & Co.
   E.J. De La Rosa & Co.
   Stone & Youngberg
   Stifel Nicolaus

2. Direct purchases from major commercial paper issuers, money market mutual funds, banker's acceptance issuers, negotiable CD issuers, or savings and loan are authorized.

3. Incidental purchases of less than $10 million may be made with other firms if in the opinion of the Treasurer, such transactions are deemed advantageous.

To ensure compliance with the County Treasurer's investment guidelines, each newly authorized primary government dealer and other authorized firms (as listed above in section A, B and C) will be supplied a complete copy of this Investment Policy document approved by the Board of Supervisors.

POLICY CRITERIA FOR SELECTION OF BROKER/DEALERS
SCHEDULE III

1. The County Treasurer has elected to limit security transactions as mentioned in Schedule II. Accordingly, the financial institution must confirm that they are a member of the National Association of Security Dealers (NASD), registered with the Securities & Exchange Commission (SEC), and possess all other required licenses. The Treasurer is prohibited from the selection of any broker, brokerage, dealer, or securities firm that has, within any consecutive 48-month period following January 1, 1996, made a political contribution in an amount exceeding the limitations contained in Rule G-37 of the Municipal Securities Rulemaking Board, to the local treasurer, any member of the governing board of the local agency, or any candidate for those offices.

2. The County Treasurer's intent is to enter into long-term relationships. Therefore, the integrity of the firm and the personnel assigned to our account is of primary importance.

3. The firm must specify the types of securities it specializes in and will be made available for our account. Additionally, the firm must maintain its own securities clearing operations to qualify doing business with the County Treasurer.

4. It is important that the firm provide related services that will enhance the account relationship which could include:
   (a) An active secondary market for its securities.
   (b) Internal credit research analysis on commercial paper, banker's acceptances and other securities it offers for sale.
   (c) Be willing to trade securities for our portfolio.
   (d) Be capable of providing market analysis, economic projections, and newsletters.
   (e) Provide market education on new investment products, security spread relationships, graphs, etc.

5. The firm must be willing to provide us annual financial statements.

6. The County Treasurer is prohibited from the establishment of a broker/dealer account for the purpose of holding the County's securities. All securities must be subject to delivery at the County's custodial bank.

7. Without exception, all transactions are to be conducted on a delivery versus payment (DVP) basis.

8. The broker/dealer must have been in operation for more than 5 years, and, if requested, the firm must be willing to provide us a list of local government clients or other reference, particularly those client relationships established within the State of California.

POLICY CRITERIA FOR COLLATERALIZED TIME DEPOSITS
SCHEDULE IV

Before the Treasury can place a time deposit with a local bank or savings and loan, the following criteria must be met:

1. The bank must provide us with an executed copy of the "Contract for Deposit of Moneys."

2. The interest rate on the Time Certificate of Deposit must be competitive with rates offered by other banks and savings and loans residing in Riverside County, and, must exceed the interest rate for treasury bills for a similar maturity period.

3. Investments less than the FDIC insurance limit will be sufficient without requiring any collateral to be pledged with the Federal Reserve to secure the public fund deposit.

4. Investments exceeding the FDIC insurance limit shall be fully collateralized by U.S. Treasury and Federal Agency securities having maturities five years or less. The County Treasury must receive written confirmation that these securities have been pledged in repayment of the time deposit. The securities pledged as collateral must have a current market value greater than the dollar amount of the deposit in keeping with the ratio requirements specified in Code Section 53652. Additionally, a statement of the collateral shall be provided on a monthly basis. A collateral waiver for the portion insured by the FDIC will be granted.

5. The County Treasurer must be given a current audited financial statement for the financial year just ended as well as the most recent quarterly statement of financial condition. The financial reports must both include a statement of financial condition as well as an income statement depicting current and prior year operations.

6. The County Treasurer will not place a public fund deposit for more than 10% of the present paid-in capital and surplus of the bank.

7. The County Treasurer must receive a certificate of deposit which specifically expresses the terms governing the transaction, deposit amount, issue date, maturity date, name of depositor, interest rate, interest payment terms (monthly, quarterly, etc).

8. All time certificates must have a maturity date not exceeding one year from the date of the deposit, with interest payments based upon the stated interest rate.

9. The County Treasurer must receive a letter from an officer of the bank at the time the initial deposit is made, that there is no known pending financial disclosure or public announcement of an adverse financial event involving the bank or savings and loan, nor is there any knowledge that a conflict of interest situation exists between any County official and an officer or employee of the bank.

10. Time deposits will only be made with banks and savings and loans having branch office locations within Riverside County.

POLICY CRITERIA FOR ENTERING INTO A MONEY MARKET FUND
SCHEDULE V

Shares of beneficial interest issued by diversified management companies, also known as mutual funds, invest in the securities and obligations authorized by Code Sections 53601.7(10). Approved mutual funds will be registered with the Securities and Exchange Commission under the Investment Company Act of 1940 (15 U.S.C. Sec. 80a-1 et. seq.) and shall meet the following criteria:

1. The fund must have a "AAA" ratings from two of the nationally recognized rating services: Moody's, Fitch, Standard & Poor's and the fund must maintain daily, a principal per share value of $1.00 per share.

2. The fund's prospectus cannot allow hedging strategies, options or futures.

3. The fund must provide a current prospectus before participation in the fund and provide copies of their portfolio reports and shall provide at least at month-end, a complete listing of securities within the fund's portfolio.

POLICY CRITERIA
CORPORATE AND MUNICIPAL SECURITIES
SCHEDULE VI

Government guaranteed programs. Corporate debt obligations, backed by the full faith and credit of the United States for the life of the security, will be evaluated on par with Federal Agency debt obligations, and the selection criteria for selecting Federal agencies will be applied. The maximum maturity is the earlier of the expiration date of the guarantee or five years.

Corporate Criteria. No short-term negative credit watch or long-term negative outlook by any rating agency except for entities participating in government guaranteed programs.

Municipal Criteria. Minimum of A or A2 or A, underlying credit rating for selecting insured municipal securities and a maximum of 5% exposure to any one insurer (direct purchases and indirect commitments).

Liquidity Provider Restrictions. Maximum of 5% exposure to any one institution (direct purchases and indirect commitments).

Category	Short-Term Ratings	Long-Term Ratings	Restrictions
1	A-1+/P-1/F-1+ (SP-1+/MIG1/F-1+)	AAA/Aaa/AAA	**Corp.** Maximum of 4% per issuer with no more than 2% greater than 1 year final maturity and no more than 1% greater than 2 year final maturity. **Muni.** Maximum of 5% per issuer with no more than 2% greater than 13 month final maturity.
2	A-1+/P-1/F-1+ (SP-1+/MIG1/F-1)	AA+/Aa1/AA+, AA/Aa2/AA	**Corp.** Maximum of 3% per issuer with no more than 1% greater than 1 year final maturity. No more than 13 month final maturity. **Muni.** Maximum of 5% per issuer with no more than 1% greater than 13 month final maturity.
3	A-1+/P-1/F-1+ (SP-1+/MIG1/F-1)	AA-/Aa3/AA-	**Corp.** Maximum of 3% per issuer with no more than 1.5% greater than 90 days. No more than 270 days final maturity. **Muni.** Maximum of 5% per issuer. No more than 13 month final maturity.
4	A-1/P-1/F-1 (SP-1/MIG1/F-1)	A/A2/A or better.	**Corp.** No Asset Backed programs. Maximum of 2% per issuer with no more than 1% greater than 7 days. No more than 45 days maximum maturity. **Muni.** State of California GO Debt only. Maximum of 3% with no more than 2% greater than 1 year final maturity.

Rating Agency Comparison Table

Short-Term Scale

S&P	**A-1+, A-1**
Moody's	**P-1**
Fitch	**F-1+, F-1**

Long-Term Scale

S&P	**AAA, AA+, AA, AA-, A+, A**
Moody's	**Aaa, Aa1, Aa2, Aa3, A1, A2**
Fitch	**AAA, AA+, AA, AA-, A+, A**

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

9.17A

FROM: Don Kent
Treasurer-Tax Collector

SUBMITTAL DATE:
November 3, 2009

SUBJECT: Treasurer's Monthly Statement of County and School Funds

RECOMMENDED MOTION: That the Board of Supervisors receives and files the attached Treasurer's "Monthly Statement of County and School Funds" for October 2009.

BACKGROUND: The Treasurer's "Monthly Statement of County and School Funds" for October 2009 is being submitted to the Board of Supervisors pursuant to the requirements of Section 27063 of the Government Code. The attached reconciled report for the month ending October 2009 shows total receipts and disbursements for each fund for the report period, including outstanding investments.

Departmental Concurrence

Don Kent
Treasurer-Tax Collector

FINANCIAL DATA				
	Current F.Y. Total Cost:	$ 0	In Current Year Budget:	$ 0
	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: Christopher M. Hans

County Executive Office Signature

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

Prev. Agn. Ref.: | **District:** | **Agenda Number:** 2.36

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

Riverside County

Fund Summary Report

10/1/09 - 10/31/09

Fund	Fund Name	Balance Forward	Total Debits	Total Credits	Investments	Total
010000	GENERAL FUND	$106,895,770.22	$96,660,493.28	$186,094,171.08	0.00	$17,462,092.42
010100	COUNTY CLEARING	($3,843,411.11)	$785,971,560.06	$777,194,830.24	0.00	$4,933,318.71
011008	CRT SVS AB709 AUTOMATED TR FD	$1,670,839.20	$37,162.00	$0.00	0.00	$1,708,001.20
011009	AB 818 PROP TX ADMN PROGRAM	$3,787,872.97	$0.00	$0.00	0.00	$3,787,872.97
011010	ALTERNATIVE DISPUTE RESOLUTION	$0.00	$0.00	$0.00	0.00	$0.00
011011	AUDITORS TRUST - FORGED	($177,453.53)	$1,847.74	$319.00	0.00	($175,924.79)
011012	AUDITORS TRUST-UNDISTR R	$304,685.00	$0.00	$301,813.00	0.00	$2,872.00
011013	AUTO THEFT ALLOCATION	$233,301.69	$0.00	$62,217.12	0.00	$171,084.57
011014	LLEBG 2000	$0.00	$0.00	$0.00	0.00	$0.00
011015	LLEGB-LAW ENF BLK GRNT2001	$0.00	$0.00	$0.00	0.00	$0.00
011016	CITATION SIGN-OFF	$54,248.16	$1,418.08	$0.00	0.00	$55,666.24
011017	CONSUMER PROTECTION PROS. FUND	$6,734,045.80	$676,398.33	$586,277.00	0.00	$6,824,167.13
011018	DA FORFEITED ASSET TRUST	$763,958.99	$19,087.41	$6,277.65	0.00	$776,768.75
011019	DA VEHICLE THEFT ALLOC	$613,139.56	$191,030.00	$187,594.00	0.00	$616,575.56
011020	EDA HOUSING	$0.00	$0.00	$0.00	0.00	$0.00
011021	SOCIAL SERVICES-REALIGNMENT	$5,435,911.88	$5,328,628.48	$5,435,911.87	0.00	$5,328,628.49
011022	DRUG PREVENTION-EDUCATION	$727,417.16	$0.00	$0.00	0.00	$727,417.16
011023	DRUG PROGRAM-EXCESS FEES	$0.00	$0.00	$0.00	0.00	$0.00
011024	PROP 36 SA/CRIME PREV	$778,393.85	$761.82	$0.00	0.00	$779,155.67
011025	EXCESS REVENUE-CHILD SUPPORT	$0.00	$0.00	$0.00	0.00	$0.00
011026	FEDERAL ASSET SHARE	$910,426.88	$117,898.93	$0.00	0.00	$1,028,325.81
011027	FLOOD DISASTER RELIEF 1993	$0.00	$0.00	$0.00	0.00	$0.00
011028	DA ASSET FORF	$740,905.36	$752.83	$5,516.27	0.00	$736,141.92
011029	D.A. TAX INTERCEPT REFUN	$13,215.88	$0.00	$0.00	0.00	$13,215.88
011030	DEPT 0F HEALTH- REALIGNMENT	$823,601.38	$807,346.73	$823,601.38	0.00	$807,346.73
011031	INCENTIVES	$594,904.32	$604.61	$0.00	0.00	$595,508.93
011032	MENTAL HEALTH-REALIGNMENT	$1,338,373.53	$1,744,926.29	$1,706,076.15	0.00	$1,377,223.67
011033	MULTISPECIES PROJECT	$520,490.35	$0.00	$0.00	0.00	$520,490.35
011034	NIGHT COURT ASSES/WST RIV JUD	$1,064,920.39	$1,136.14	$0.00	0.00	$1,066,056.53
011035	PROBATION TITLE IV-A ADVANCES	$605,743.00	$0.00	$0.00	0.00	$605,743.00
011036	PROP 99 GEN CHDP	$262,746.19	$327.87	$0.00	0.00	$263,074.06
011037	PROP 99 GEN CHDP	$291,336.18	$243.96	$0.00	0.00	$291,580.14
011038	EMERGENCY MEDICAL SVS SB12	$4,785,185.52	$8,371.08	$0.00	0.00	$4,793,556.60
011039	CFD88-4 TRUST	$9,375,546.80	$9,289,106.15	$9,375,543.40	0.00	$9,289,109.55
011040	RECORDERS VITAL & HEALTH STATI	$524,660.91	$11,711.70	$18,051.57	0.00	$518,321.04
011041	REAL ESTATE FRAUD PROSECUTION	$244,525.11		$0.00	0.00	$339,065.61
011042	R F U ASSET FORFEITURE	$725,406.92		$0.00	0.00	$788,410.61

Fund	Fund Name	Balance Forward	Total Debits	Total Credits	Investments	Total
011043	LLEBG GRANT 99-PROBATION	$0.00	$0.00	$0.00	0.00	$0.00
011044	DA YOUTH DIVERSION BLOCK GRANT	$0.00	$0.00	$0.00	0.00	$0.00
011045	PROBATION	$0.00	$0.00	$0.00	0.00	$0.00
011046	VITAL & HEALTH STATISTICS	$688,779.33	$13,071.45	$28.38	0.00	$701,822.40
011047	BRADLEY RD. #4-5 REDEMPTION	$5,014,136.67	$726,132.00	$0.00	0.00	$5,740,268.67
011048	AB2086 ALCOHOL CONTROL T	$1,147,906.42	$0.00	$0.00	0.00	$1,147,906.42
011049	PROFESSIONAL EDUCATION	$0.00	$0.00	$0.00	0.00	$0.00
011050	AB 189 ASSESSMENT	$1,607,287.19	$10,543.05	$11,235.17	0.00	$1,606,595.07
011051	LLEBG 2001 GRANT PROBATION	$0.55	$0.00	$0.00	0.00	$0.55
011052	LLEBG01DAYTH GRANT 6	$13.83	$0.01	$0.00	0.00	$13.84
011053	CIWMB LOCAL ENDORECEMENT	$26,160.85	$26.60	$0.00	0.00	$26,187.45
011054	COURTHOUSE TEMP CONST FU	$7,903,804.95	$374,204.45	$21,816.54	0.00	$8,256,192.86
011055	DOMESTIC VIOLENCE PROGRAM	$968,964.76	$23,260.00	$76,095.93	0.00	$916,128.83
011056	DPSS GRANTS TRUST	$3,483,198.86	$1,249,996.00	$5,939.67	0.00	$4,727,255.19
011057	MENTAL HEALTH DESERT FACILITY	$0.00	$0.00	$0.00	0.00	$0.00
011058	SHERIFF ANNUAL TRAINING	$0.00	$0.00	$0.00	0.00	$0.00
011059	HAZARDOUS WASTE GENERATO	$2,333,517.35	$8,972.59	$0.00	0.00	$2,342,489.94
011060	TAX LOSSES RESERVE FUND	$22,355,384.00	$0.00	$677,718.35	0.00	$21,677,665.65
011061	TAX RESOURCES FUND	$219,497.32	$0.00	$0.00	0.00	$219,497.32
011062	DIF PROGRAM ADMIN	$1,367,644.06	$4,451.56	$36,461.42	0.00	$1,335,634.20
011063	DPSS WELFARE ADV	$99,217,595.54	$57,419,631.47	$10,108,281.98	0.00	$146,528,945.03
011064	TB PREV & CONTROL ALA AWARD	$547,396.80	$560.67	$0.00	0.00	$547,957.47
011065	REGISTRATION MOBILE HOME	$220,437.81	$0.00	$0.00	0.00	$220,437.81
011067	SHERIFF WRIT ASSESSMENT	$2,540,865.73	$40,630.00	$0.00	0.00	$2,581,495.73
011068	PROBATION DEPT	$2.43	$0.00	$0.00	0.00	$2.43
011069	COUNTY EXEC OFFICE	$3,118,510.84	$139,014.30	$0.00	0.00	$3,257,525.14
011070	DISTRICT ATTORENEY-CRIMINAL	$1.38	$0.00	$0.00	0.00	$1.38
011071	SHERIFF CORONER PUB ADM	$0.00	$0.00	$0.00	0.00	$0.00
011072	YOUTH PROTECTION	$816,931.76	$0.00	$1,059.20	0.00	$815,872.56
011075	SURVEY MONUMENT PRES.	$0.00	$0.00	$0.00	0.00	$0.00
011076	RECORDER AUTOMATION FUND	$22,372,530.64	$213,166.00	$282,207.32	0.00	$22,303,489.32
011077	RECORDER MICROFILMER	$3,802,934.47	$59,245.00	$22,794.15	0.00	$3,839,385.32
011078	GRADING PREFORMANCE BONDS	$94,397.32	$94.45	$0.00	0.00	$94,491.77
011079	SPEC COND IMPROV SEC	$13,565.98	$13.64	$0.00	0.00	$13,579.62
011080	PROB TRAINEE FEE	$0.00	$0.00	$0.00	0.00	$0.00
011081	J. EDWARD EBERLY MEM.	$41,736.91	$42.42	$0.00	0.00	$41,779.33
011082	DEAN STOUT MEMORIAL	$203.62	$0.00	$0.00	0.00	$203.62

Riverside County

Fund Summary Report

10/1/09 - 10/31/09

Fund	Fund Name	Balance Forward	Total Debits	Total Credits	Investments	Total
011084	LOCAL LEAD TOBACCO EDUCATION	$185,729.36	$168,566.03	$23,338.78	0.00	$330,956.63
011085	BOOKING FEE RECOVERY	$3,296,126.21	$3,219.30	$0.00	0.00	$3,299,345.51
011086	FAMILY SUPPORT REIMBURSEMENT	$117,988.17	$2,979,352.68	$2,978,487.00	0.00	$118,853.85
011087	AUTO COUNTY WARRANT	$929,616.61	$0.00	$0.00	0.00	$929,616.61
011088	PUBLIC SAFETY INTERN ACADEMY	$3,581.82	$0.00	$0.00	0.00	$3,581.82
011089	LOCAL ENFORCE AGENCY TIP FEES	$602,398.73	$0.00	$0.00	0.00	$602,398.73
011091	PROP 10 HIGH RISK INTER	$82.43	$0.08	$0.00	0.00	$82.51
011092	PROP 10 PRESCHOOL	$225,750.08	$173.75	$0.00	0.00	$225,923.83
011093	PROP 10 CHILDRENS CENTER	$41,549.69	$8,351.19	$0.00	0.00	$49,900.88
011094	PROP 10 VIP TOTS	$226.26	$3.52	$0.00	0.00	$229.78
011095	SUB ABUSE SGF FUNDS	$0.00	$0.18	$0.00	0.00	$0.18
011096	SUB ABUSE- FEDERAL FUNDS	$287,548.80	$292.25	$0.00	0.00	$287,841.05
011097	STAE DOMESTIC PREP	$1,708.79	$1.73	$0.00	0.00	$1,710.52
011098	AIR QUALITY PROGRAM	$116,043.92	$226.99	$1,302.30	0.00	$114,968.61
011099	WIND IMPLEMENT MONITOR PROG	$257,475.42	$262.42	$0.00	0.00	$257,737.84
011100	WIND ENERGY CONVERSION SYSTEM	$730,304.32	$742.23	$0.00	0.00	$731,046.55
011101	PLANNING SPECIAL PROJECTS	$283,301.69	$287.92	$0.00	0.00	$283,589.61
011102	CHA ANIMAL CONTROL SERVICES	($5,663.00)	$150,000.00	$4,750.00	0.00	$139,587.00
011103	STSA ESCROW	$2,803,345.21	$2,840.32	$0.00	0.00	$2,806,185.53
011104	CAPITAL IMPROVEMENT FUND	$309,703.64	$314.76	$0.00	0.00	$310,018.40
011105	FUGITIVE APPREH. PROG	$0.00	$0.00	$0.00	0.00	$0.00
011106	LLEGB 2003 SHERIFF	$0.00	$0.00	$0.00	0.00	$0.00
011107	PROBATION DEPT	$0.00	$0.00	$0.00	0.00	$0.00
011108	LEASED COURT FACILITIES	$23,593.86	$23.98	$0.00	0.00	$23,617.84
011109	COMMUNITY HEALTH DONATIONS	$377,702.07	$6,414.70	$6,976.01	0.00	$377,140.76
011110	ROBERT HOWIE MON FUND	$31,171.11	$0.00	$0.00	0.00	$31,171.11
011111	LLEBG 2004 SHERIFF	$0.00	$0.00	$0.00	0.00	$0.00
011112	LLEBG 2004 PROBATION	$0.00	$0.00	$0.00	0.00	$0.00
011114	TEMESCAL VALLEY - SYNAGRO FUND	$1,842,798.01	$0.00	$0.00	0.00	$1,842,798.01
011115	MENTAL HEALTH SERVICES	$64,700,707.15	$65,079.88	$0.00	0.00	$64,765,787.03
011116	MOSQUITO CONTROL-VBDS	$50,464.19	$51.28	$0.00	0.00	$50,515.47
011117	JAG-2005 DJ-BX-0176	$917.96	$0.94	$0.00	0.00	$918.90
011118	DOI AUTO INSURANCE FRAUD	$511,034.67	$6,514.96	$127,622.00	0.00	$389,927.63
011119	EDUCATIONAL SUPPORT PROGRAM	$0.00	$0.00	$0.00	0.00	$0.00
011120	JAG-2006 DJ-BX-0076	$979.20	$0.99	$0.00	0.00	$980.19
011121	OPEB DESIGNATED FUNDS	$716,918.76	$225,793.28	$34.62	0.00	$942,677.42
011122	COMMISSION FOR WOMAN	$0.00	$0.00	$0.00	0.00	$0.00

Riverside County

Fund Summary Report

10/1/09 - 10/31/09

Fund	Fund Name	Balance Forward	Total Debits	Total Credits	Investments	Total
011123	INDIAN GAMING SPC DIST.	$323,682.65	$329.04	$0.00	0.00	$324,011.69
011124	SHERIFFS DONATIONS	$0.00	$0.00	$0.00	0.00	$0.00
011125	TOBACCO SETTLEMENT	$0.00	$0.00	$0.00	0.00	$0.00
011126	YOUTHFUL OFFENDER BLOCK GRANT	($120,849.79)	$1,459,933.75	$11,400.12	0.00	$1,327,683.84
011127	JAG -2007 DJ-BX-0456	$104,387.24	$130.14	$0.00	0.00	$104,517.38
011128	SOCIAL SECURITY TRUNCATION	$503,368.15	$59,432.00	$0.00	0.00	$562,800.15
011129	ELECTRONIC RECORDING FEE	$643,669.28	$59,432.00	$400,300.00	0.00	$302,801.28
011130	IDYLLWILD LIBRARY EXPANSION	$60,051.44	$61.50	$4,620.58	0.00	$55,492.36
011131	PARIMUTUEL IN-LIEU	$45,903.11	$12,339.36	$0.00	0.00	$58,242.47
011132	JUSTICE ASST GRANT	$58,597.50	$59.55	$0.00	0.00	$58,657.05
011133	CRIMINAL FORFEIT ADJUDICATED	$0.00	$0.00	$0.00	0.00	$0.00
011135	AB158 PECHANGA	$620.26	$174.09	$0.00	0.00	$794.35
011136	AB158 MORONGO	$164,872.89	$262.73	$0.00	0.00	$165,135.62
011137	AB158 CABAZON	$33,326.46	$56.86	$0.00	0.00	$33,383.32
011138	AB158 AUGUSTINE	$38,377.58	$65.47	$0.00	0.00	$38,443.05
011139	AB158 AGUA CALIENTE	$10,324.62	$18.58	$0.00	0.00	$10,343.20
011140	AB158 TWENTY-NINE PALMS	$1,922.59	$3.28	$0.00	0.00	$1,925.87
011142	ILLEGAL DUMPING PROGRAM	$100,000.00	$69.74	$0.00	0.00	$100,069.74
011143	AB 158 CASINO MORONGO DA	$209,862.28	$146.34	$0.00	0.00	$210,008.62
011144	AB 158 PECHANGA RESORT DA	$340,979.00	$237.79	$0.00	0.00	$341,216.79
011145	AB 158 SOBOBA CASINO DA	$289,298.36	$201.74	$0.00	0.00	$289,500.10
011146	AB 158 SPOTLIGHT 29 CASINO DA	$201,336.47	$140.41	$0.00	0.00	$201,476.88
011147	AB 158 AUGUSTINE CASINO	$95,648.75	$66.70	$0.00	0.00	$95,715.45
011148	JAG ARRA FY09	$0.00	$0.00	$0.00	0.00	$0.00
015000	SPECIAL ACCOUNTING	$2,687,319.53	$103,859.47	$195,334.98	0.00	$2,595,844.02
015100	ADMINISTRATION	$28,350.73	$2,991,292.38	$1,715,015.07	0.00	$1,304,628.04
015101	FLOOD A WARRANT CLEARING	$0.00	$0.00	$0.00	0.00	$0.00
015102	FLOOD B WARRANT CLEARING	$0.00	$0.00	$0.00	0.00	$0.00
015103	FLOOD CASH	$0.00	$0.00	$0.00	0.00	$0.00
015104	FC-LMS SURCHARGE	$2,365.00	$1,268.17	$0.00	0.00	$3,633.17
015105	FLOOD CONTROL FUNDED LEAVE BAL	$1,754,977.41	$0.00	$0.00	0.00	$1,754,977.41
020000	TRANSPORTATION	$18,864,519.56	$10,951,655.29	$11,023,681.36	0.00	$18,792,493.49
020001	I-10 INTERCHANGE REIMBURSEMENT	$1,864,411.76	$1,842.90	$0.00	0.00	$1,866,254.66
020002	COUNTY TRANS DEVELOPMENT	$173,434.92	$176.27	$0.00	0.00	$173,611.19
020003	SB 300 ROADS	$0.00	$0.00	$0.00	0.00	$0.00
020004	TRANS DEV-ACT -ART3	$661,039.36	$555.73	$0.00	0.00	$661,595.09
020005	AB2928-STATE TRANS FUND	$0.00	$0.00	$0.00	0.00	$0.00

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Fund	Fund Name	Balance Forward	Total Debits	Total Credits	Investments	Total
020006	ROAD DEPOSITS TRUST	$6,020,753.01	$15,949.12	$23,590.58	0.00	$6,013,111.55
020007	ROAD MEASURE A	$11,061,616.19	$554,652.11	$64,384.20	0.00	$11,551,884.10
020008	TRANSPORTATION EQUIPMENT	$4,703,053.08	$844,520.72	$600,207.37	0.00	$4,947,366.43
020009	DEV CONTRIBUTIONS	$5,686,469.22	$5,484.41	$208,532.90	0.00	$5,483,420.73
020010	PROP 42 TRAFFIC CONG RELIEF	$11,618,004.94	$11,574.04	$103.89	0.00	$11,629,475.09
020011	TUMF EARLY RECORDATION FEES	$0.00	$0.00	$0.00	0.00	$0.00
020012	PROP 1 B HIGHWAY SAFETY BOND A	$21,583,688.21	$22,354.30	$42,284.09	0.00	$21,563,758.42
020200	TRANSPORTATION & LAND MANAGEME	$6,077,835.81	$188,021.68	$1,522,279.74	0.00	$4,743,577.75
020201	ORD 6710DEPOSIT BASED FEES	$38,270,888.10	$2,178,203.74	$4,879,605.27	0.00	$35,569,486.57
020202	ORD 671 DEPOSIT BASED FEES	$886,297.09	$16,463.23	$114,741.02	0.00	$788,019.30
020203	LAND MANAGEMENT SYSTEM	$4,886,423.10	$42,339.79	$11,869.80	0.00	$4,916,893.09
020204	GIS COST	$8,578,204.49	$66,330.76	$17,876.93	0.00	$8,626,658.32
020205	ENVIRONMENTAL PROGRAM	($48,067.19)	$129,851.91	$122,654.81	0.00	($40,870.09)
020206	LABORDE OHV GRANT	$329,309.89	$334.68	$0.00	0.00	$329,644.57
020250	BUILDING PERMITS	$8,619,458.68	$576,194.39	$402,476.38	0.00	$8,793,176.69
020260	SURVEY	$104,305.57	$92,285.20	$278,551.08	0.00	($81,960.31)
020261	SURVEY - MONUMENT PRESERVATION	$637,806.97	$13,929.39	$0.00	0.00	$651,736.36
020300	LANDSCAPE MAINTENANCE DISTRICT	$109,167.00	$113.04	$11,417.90	0.00	$97,862.14
020301	LANDSCAP ZONE 1	$42,612.99	$44.20	$4,245.48	0.00	$38,411.71
020302	LANDSCAPE MAINT ZONE 3	$55,626.15	$2,845.20	$8,939.65	0.00	$49,531.70
020303	LANDSCAPE ZONE 4	($69,907.86)	$1,873.09	$22,752.01	0.00	($90,786.78)
020304	LANDSCAPE ZONE 5	$68,555.19	$1,659.41	$20,516.28	0.00	$49,698.32
020305	LANDSCAPE MAINT DIST ZONE 6	$1,686.00	$2.37	$467.36	0.00	$1,221.01
020306	LANDSCAPE ZONE 7	($3,238.89)	$0.00	$561.06	0.00	($3,799.95)
020307	LANDSCAPE ZONE 8	$51,867.37	$83.01	$14,391.36	0.00	$37,559.02
020308	LANDSCAPE ZONE 9	($2,730.95)	$0.00	$1,814.80	0.00	($4,545.75)
020309	LANDSCAPE ZONE 10	$91,235.70	$95.60	$3,875.40	0.00	$87,455.90
020310	LANDSCAPE ZONE 14	$140,025.85	$150.39	$7,341.36	0.00	$132,834.88
020311	LANDSCAPE ZONE16	$301,550.96	$325.30	$19,338.63	0.00	$282,537.63
020312	LANDSCAPE ZONE 17	$9,545.66	$10.93	$2,003.61	0.00	$7,552.98
020313	LANDSCAPE ZONE 19	$79,351.78	$83.05	$5,763.78	0.00	$73,671.05
020314	LANDSCAPE ZONE 20	$0.00	$0.00	$0.00	0.00	$0.00
020315	LANDSCAPE ZONE 21	$2,839.54	$4.88	$1,874.69	0.00	$969.73
020316	TRANS TLMA	$57,886.11	$62.70	$2,839.30	0.00	$55,109.51
020317	TLMA TRANS	$17,874.20	$19.75	$1,539.41	0.00	$16,354.54
020318	TLMA TRANS	($42.00)	$401.86	$0.00	0.00	$359.86
020319	TLMA TRANS	$31,862.63	$35.62	$2,700.70	0.00	$29,197.55

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020320	TLMA TRANS	$18,158.99	$19.83	$626.68	0.00	$17,552.14
020321	TLMA TRANS	$11,285.88	$180.78	$1,084.57	0.00	$10,382.09
020322	TLMA TRANS	($682.19)	$803.92	$0.00	0.00	$121.73
020323	TLMA TRANS	$0.00	$0.43	$0.00	0.00	$0.43
020324	TLMA TRANS	$763.53	$0.78	$0.00	0.00	$764.31
020325	TLMA TRANS	$169.06	$0.26	$49.18	0.00	$120.14
020326	TLMA TRANS	$771.57	$0.86	$45.13	0.00	$727.30
020327	TLMA TRANS	$739.40	$0.81	$32.79	0.00	$707.42
020328	TLMA TRANS	$0.00	$0.62	$0.00	0.00	$0.62
020329	LMD89 ZONE 1	$729.38	$0.77	$16.39	0.00	$713.76
020330	LMD 89 ZONE 8	$0.00	$0.63	$0.00	0.00	$0.63
020331	LMD 89 ZONE 9	$6,373.59	$6.48	$0.00	0.00	$6,380.07
020332	LMD 89 ZONE 10	$1,334.33	$1.56	$114.66	0.00	$1,221.23
020333	LMD 89ZONE 11	$1,060.47	$1.08	$0.00	0.00	$1,061.55
020334	LMD89 ZONE 22	$4,578.37	$4.65	$0.00	0.00	$4,583.02
020335	LMD 89 ZONE 13	($90.97)	$0.08	$118.15	0.00	($209.04)
020336	LMD STL ZONE 14	$207.57	$0.21	$0.00	0.00	$207.78
020337	LMD 89 ZONE 15	$365.89	$0.43	$32.79	0.00	$333.53
020338	LMD 89 ZONE 16	$939.35	$1.12	$102.52	0.00	$837.95
020339	LMD 89 ZONE 17	$4,275.50	$4.37	$16.39	0.00	$4,263.48
020340	LMD 89 ZONE 18	$0.00	$0.68	$0.00	0.00	$0.68
020341	LMD 89 ZONE 20	$688.39	$0.78	$50.84	0.00	$638.33
020342	LMD 89 ZONE 21	$164.98	$0.18	$16.39	0.00	$148.77
020343	LMD 89 ZONE 22	$412.60	$0.51	$49.18	0.00	$363.93
020344	LMD 89 ZONE 23	$0.00	$0.50	$0.00	0.00	$0.50
020345	LMD 89 ZONE 24	($379.76)	$0.01	$0.00	0.00	($379.75)
020346	LMD 89 ZONE 25	$1,012.75	$1.03	$0.00	0.00	$1,013.78
020347	LMD 89 ZONE 27	$0.00	$2.56	$0.00	0.00	$2.56
020348	LMD 89 ZONE 27	($3,354.05)	$24.01	$0.00	0.00	($3,330.04)
020349	LMD 89 ZONE 34	$23,060.44	$23.95	$461.54	0.00	$22,622.85
020350	LMD 89 ZONE 11	($13,041.59)	$0.00	$3,125.61	0.00	($16,167.20)
020351	LMD 89 ZONE 31	$29,342.59	$30.44	$675.83	0.00	$28,697.20
020352	LMD 89 ZONE 36	$6,840.67	$7.23	$427.05	0.00	$6,420.85
020353	LMD 89 ZONE 37	($4,886.75)	$990.29	$0.00	0.00	($3,896.46)
020354	LMD 89 ZONE 38	($2,607.39)	$83.40	$0.00	0.00	($2,523.99)
020355	LANDSCAPE & LMD #89-1,ZONE 39	$18,384.55	$19.33	$487.31	0.00	$17,916.57
020356	LANDSCAPE &LMD #89 ZONE 41	$336,927.25	$347.84	$20,640.66	0.00	$316,634.43

Fund	Fund Name	Balance Forward	Total Debits	Total Credits	Investments	Total
020357	LANDSCAPE & LMD #89 ZONE 42	($548.91)	$271.11	$0.00	0.00	($277.80)
020358	LANDSCAPE & LMD #89 ZONE 43	$266,172.61	$271.71	$5,463.93	0.00	$260,980.39
020359	LANDSCAPE &LMD #89 ZONE 44	$286,570.06	$337.54	$9,824.59	0.00	$277,083.01
020360	LANDSCAPE&LMD #89 ZONE 45	$53,791.86	$59.65	$3,786.11	0.00	$50,065.40
020361	LANDSCAPE &LMD #89 ZONE 46	$40,231.52	$40.82	$49.26	0.00	$40,223.08
020362	LANDSCAPE &LMD #89 ZONE 47	($1,066.84)	$178.28	$0.00	0.00	($888.56)
020363	L&LMD 89-1CZONE 49	($120.90)	$3.22	$0.00	0.00	($117.68)
020364	LANDSCAPE &LMD #89 ZONE 51	($136.21)	$147.76	$0.00	0.00	$11.55
020365	LANDSCAPE &LMD #89 ZONE 53	$33,636.26	$35.03	$1,011.19	0.00	$32,660.10
020366	LANDSCAPE &LMD #89 ZONE 55	$20,332.37	$20.72	$49.26	0.00	$20,303.83
020367	LANDSCAPE &LMD #89 ZONE 19	$234.31	$0.27	$16.39	0.00	$218.19
020368	LANDSCAPE &LMD #89ZONE 26	$0.00	$1.56	$0.00	0.00	$1.56
020369	LANDSCAPE &LMD #89 ZONE 28	$0.00	$0.33	$0.00	0.00	$0.33
020370	LANDSCAPE &LMD #89 ZONE 29	$2,191.55	$2.35	$84.95	0.00	$2,108.95
020371	LANDSCAPE &LMD #89 ZONE30	$379.29	$0.40	$21.24	0.00	$358.45
020372	LANDSCAPE &LMD #89 ZONE 31	$306.44	$0.33	$17.26	0.00	$289.51
020373	LANDSCAPE &LMD #89 ZONE 32	$0.00	$1.41	$0.00	0.00	$1.41
020374	LANDSCAPE &LMD #89 ZONE 35	$0.00	$0.79	$0.00	0.00	$0.79
020375	LANDSCAPE&LMD #89 ZONE 36	$620.04	$0.68	$34.52	0.00	$586.20
020376	LANDSCAPE &LMD #89 ZONE 37	$241.94	$0.34	$51.24	0.00	$191.04
020377	LANDSCAPE &LMD #89 ZONE 38	$398.60	$0.43	$17.26	0.00	$381.77
020378	LANDSCAPE &LMD #89 ZONE 39	$121.06	$0.15	$16.39	0.00	$104.82
020379	LANDSCAPE &LMD #89 ZONE 41	$443.24	$0.48	$12.32	0.00	$431.40
020380	LANDSCAPE &LMD #89 ZONE 42	$2,887.30	$2.92	$32.79	0.00	$2,857.43
020381	LANDSCAPE &LMD #89 ZONE 43	$1,156.71	$1.18	$0.00	0.00	$1,157.89
020382	LANDSCAPE &LMD #89 ZONE 44	$879.65	$0.88	$65.48	0.00	$815.05
020383	LANDSCAPE &LMD #89 ZONE 45	$98.25	$0.13	$18.99	0.00	$79.39
020384	LANDSCAPE & LMD #89 ZONE 46	$1,055.16	$1.07	$0.00	0.00	$1,056.23
020385	LBLMD 89-1,STL ZONE 47	$7,550.97	$8.23	$348.26	0.00	$7,210.94
020386	LMD 89 1-C ZONE48	$573.05	$0.69	$57.50	0.00	$516.24
020387	LMD 89 1-C ZONE 48	$0.00	$0.40	$0.00	0.00	$0.40
020388	LMD 89 1-C ZONE 50	$0.00	$0.27	$0.00	0.00	$0.27
020389	LMD 89 1-C ZONE 51	$0.00	$0.47	$0.00	0.00	$0.47
020390	LMD 89 1-C ZONE 52	$1,330.21	$1.38	$17.26	0.00	$1,314.33
020391	LMD 89 1-C ZONE 54	$152.90	$0.24	$51.78	0.00	$101.36
020392	LMD 89 1-C ZONE 56	$38.36	$0.04	$10.61	0.00	$27.79
020393	LMD 89 1-C ZONE 57	$1,597.15	$1.80	$94.87	0.00	$1,504.08

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020394	LMD 89-1-C ZONE 58	$1,169.17	$1.18	$0.00	0.00	$1,170.35
020395	LMD 89 1-C ZONE 54	$59.52	$0.06	$0.00	0.00	$59.58
020396	LMD 89 1-C ZONE 57	$12,108.63	$13.05	$408.27	0.00	$11,713.41
020397	LMD 89 1-C ZONE 58	$6,533.60	$7.66	$552.27	0.00	$5,988.99
020398	LMD 89 1-C ZONE 59	$0.00	$6.86	$0.00	0.00	$6.86
020399	LMD 89 1-C ZONE 60	$0.00	$147.76	$0.00	0.00	$147.76
020400	MISC ASSESSMENT DISTRICTS	$513,631.80	$521.96	$0.00	0.00	$514,153.76
020401	LMD 89 1-C ZONE 61	$5,959.74	$6.11	$49.26	0.00	$5,916.59
020402	LMD 89 C-1 ZONE 62	$0.00	$27.66	$0.00	0.00	$27.66
020403	LMD 89 1-C ZONE 63	($600.00)	$33.26	$0.00	0.00	($566.74)
020404	LMD 89 1-C ZONE 64	$4,757.70	$5.59	$9,616.10	0.00	($4,852.81)
020405	LMD 89 C-1 ZONE 66	$15,017.91	$15.27	$49.26	0.00	$14,983.92
020406	LMD 89 1-C ZONE 67	$0.00	$11.68	$0.00	0.00	$11.68
020407	LMD 89-1-C ZONE 68	$41,698.25	$42.47	$49.26	0.00	$41,691.46
020408	LMD 89 C-1 ZONE 69	($2,256.01)	$92.40	$0.00	0.00	($2,163.61)
020409	LMD 89 1-C ZONE 71	($173.25)	$10.82	$0.00	0.00	($162.43)
020410	LMD 89 1-C ZONE 73	$4,098.27	$4.17	$0.00	0.00	$4,102.44
020411	LMD 89 1-C ZONE 77	$0.00	$37.66	$0.00	0.00	$37.66
020412	LMD 89 1-C ZONE 33	$497.52	$0.99	$65.48	0.00	$433.03
020413	LMD 89 1-C ZONE 34	$0.00	$0.50	$0.00	0.00	$0.50
020414	LMD 89 1-C ZONE 55	$1,924.89	$1.96	$0.00	0.00	$1,926.85
020415	LANDSCAPE & LMD 89-1 ZONE 53	$703.70	$0.71	$0.00	0.00	$704.41
020416	LANDSCAPE & LMD NO 89 ZONE 61	$610.30	$0.62	$0.00	0.00	$610.92
020417	LANDSCAPE & LMD NO 89 ZONE 62	$655.82	$0.73	$32.79	0.00	$623.76
020418	LANDSCAPE &LMD 89-=1ZONE 63	$24.26	$0.02	$0.00	0.00	$24.28
020419	LANDSCAPE & LMD NO 89 ZONE 64	$1,919.17	$1.95	$0.00	0.00	$1,921.12
020420	LANDSCAPE & LMD NO 89 ZONE 65	$2,135.48	$2.23	$82.05	0.00	$2,055.66
020421	LANDSCAPE & LMD 89 ZONE 66	$924.97	$1.07	$32.79	0.00	$893.25
020422	LANDSCAPE LMD NO 89 ZONE 67	$3,384.45	$3.44	$0.00	0.00	$3,387.89
020423	LANDSCAPE & LMD NO 89 ZONE 68	$1,360.07	$1.37	$0.00	0.00	$1,361.44
020424	LANDSCAPE & LMD NO 89 ZONE 69	$3,394.36	$3.45	$0.00	0.00	$3,397.81
020425	LANDSCAPE & LMD NO 89 ZONE 70	$0.00	$0.94	$0.00	0.00	$0.94
020426	LANDSCAPE & LMD NO 89 ZONE 71	$0.00	$0.15	$0.00	0.00	$0.15
020427	LANDSCAPE & LMD NO 89 ZONE 72	$677.26	$0.69	$0.00	0.00	$677.95
020428	LANDSCAPE & LMD NO 89 ZONE 73	$0.00	$0.71	$0.00	0.00	$0.71
020429	LANDSCAPE & LMD NO 89 ZONE 74	$678.28	$0.69	$0.00	0.00	$678.97
020430	LANDSCAPE & LMD NO 89 ZONE 75	$673.71	$0.63	$0.00	0.00	$674.34

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020431	LANDSCAPE & LMD NO 89 ZONE 76	$22,061.11	$15.68	$0.00	0.00	$22,076.79
020432	LANDSCAPE & LMD NO 89 ZONE 74	$201,233.54	$205.06	$1,604.79	0.00	$199,833.81
020433	LANDSCAPE & LMD NO 89 ZONE 76	$0.00	$0.00	$0.00	0.00	$0.00
020434	LANDSCAPE & LMD NO 89 ZONE 78	$38,332.52	$39.03	$49.26	0.00	$38,322.29
020435	LANDSCAPE & LMD NO 89 ZONE 79	$3,642.99	$3.69	$0.00	0.00	$3,646.68
020436	LANDSCAPE & LMD NO 89 ZONE 81	$0.00	$66.61	$0.00	0.00	$66.61
020437	LANDSCAPE & LMD NO 89 ZONE 83	$11,229.69	$10.77	$49.26	0.00	$11,191.20
020438	LANDSCAPE & LMD NO 89 ZONE 84	$59,077.22	$55.25	$49.26	0.00	$59,083.21
020439	LANDSCAPE & LMD NO 89 ZONE 85	$4,500.43	$4.66	$49.26	0.00	$4,455.83
020440	LANDSCAPE & LMD 89 ZONE 86	$26,927.03	$27.44	$49.26	0.00	$26,905.21
020441	LANDSCAPE & LMD NO 89 ZONE 87	$8.07	$0.02	$0.00	0.00	$8.09
020442	LANDSCAPE & LMD NO 89 ZONE 89	$3,143.93	$3.48	$172.18	0.00	$2,975.23
020443	LANDSCAPE & LMD NO 89 ZONE 90	$0.00	$26.11	$0.00	0.00	$26.11
020444	LANDSCAPE & LMD NO 89 ZONE 91	$23,741.05	$24.03	$49.26	0.00	$23,715.82
020445	LANDSCAPE & LMD NO 89 ZONE 92	$13,696.79	$13.92	$0.00	0.00	$13,710.71
020446	LANDSCAPE& LMD NO 89 ZONE 94	$10,149.86	$10.72	$136.26	0.00	$10,024.32
020447	LANDSCAPE & LMD NO 89 ZONE 95	$3,060.05	$2.77	$49.26	0.00	$3,013.56
020448	LANDSCAPE & LMD NO 89 ZONE 97	$47,184.20	$52.13	$2,040.51	0.00	$45,195.82
020449	LANDSCAPE & LMD NO 89 ZONE 52	($87.78)	$55.38	$0.00	0.00	($32.40)
020450	LMDLANDSCAPE 89-1-C ZONE 111	$21,373.27	$21.88	$50.26	0.00	$21,344.89
020451	LANDSCAPENO 89 ZONE 72	($4.44)	$0.00	$0.00	0.00	($4.44)
020452	LANDSCAPENO 89 ZONE 102	$0.00	$0.00	$0.00	0.00	$0.00
020453	LANDSCAPE NO 89 ZONE 103	$6,819.76	$7.02	$49.26	0.00	$6,777.52
020454	LANDSCAPE NO 89 ZONE 106	$4,384.40	$4.54	$49.26	0.00	$4,339.68
020455	LANDSCAPE 89 ZONE 109	$1,990.89	$2.09	$49.26	0.00	$1,943.72
020456	LANDSCAPE NO 89 ZONE 113	$0.00	$3.26	$0.00	0.00	$3.26
020457	LANDSCAPE NO 89 ZONE 77	$916.22	$1.04	$57.50	0.00	$859.76
020458	LANDSCAPE 89 ZONE 78	$96.60	$0.49	$56.89	0.00	$40.20
020459	LANDSCAPE 89 ZONE 79	$0.00	$0.82	$0.00	0.00	$0.82
020460	LANDSCAPE 89 ZONE 80	$0.00	$0.71	$0.00	0.00	$0.71
020461	LANDSCAPE 89 ZONE 81	$984.56	$1.00	$0.00	0.00	$985.56
020462	LANDSCAPE LMD 89-1 ZONE 100	($1.17)	$0.00	$0.00	0.00	($1.17)
020463	LANDSCAPE LMD 89-1 ZONE 110	$0.00	$0.00	$0.00	0.00	$0.00
020464	LANDSCAPE LMD 89-1 ZONE 112	$47,007.70	$47.80	$0.00	0.00	$47,055.50
020465	LANDSCAPE LMD 89-1 ZONE 115	$0.00	$0.00	$0.00	0.00	$0.00
020466	LANDSCAPE LMD 89-1 ZONE 116	$6,601.62	$6.71	$0.00	0.00	$6,608.33
020467	LANDSCAPE LMD89-1 ZONE 117	$0.00	$6.35	$0.00	0.00	$6.35

Riverside County

Fund Summary Report

10/1/09 - 10/31/09

Fund	Fund Name	Balance Forward	Total Debits	Total Credits	Investments	Total
020468	LANDSCAPE LMD89-1 ZONE 118	$0.00	$2.79	$0.00	0.00	$2.79
020469	LANDSCAPE LMD 89-1 ZONE 82	$662.64	$0.67	$0.00	0.00	$663.31
020470	LANDSCAPE LMD 89-1 ZONE 83	$0.00	$0.41	$0.00	0.00	$0.41
020471	LANDSCAPE LMD 89-1 ZONE 84	$0.00	$0.41	$0.00	0.00	$0.41
020472	LANDSCAPE LMD 89-1 ZONE 85	$662.64	$0.67	$0.00	0.00	$663.31
020473	LANDSCAPE LMD 89-1 ZONE 86	$2,651.17	$2.70	$0.00	0.00	$2,653.87
020474	LANDSCAPE LMD 89-1 ZONE 87	($0.40)	$0.00	$0.00	0.00	($0.40)
020475	LANDSCAPE LMD 89-1 ZONE 114	$0.00	$0.60	$0.00	0.00	$0.60
020476	Landscape $ LMD #89-1-C,ZONE89	$0.00	$0.00	$0.00	0.00	$0.00
020477	LANDSCAPE $ LMD#89-1-C,ZONE123	$0.00	$0.00	$0.00	0.00	$0.00
020478	LANDSCAPE &LMD#89--C ZONE128	$0.00	$0.00	$0.00	0.00	$0.00
020479	LANDSCAPE&LMD#89-1-C ZONE132	$0.00	$0.00	$0.00	0.00	$0.00
020480	LANDSCAPE&LMD#89-1-C ZONE137	$0.00	$0.00	$0.00	0.00	$0.00
020481	LANDSCAPE&LMD#89-1-C ZONE93	$0.00	$0.00	$0.00	0.00	$0.00
020482	LANDSCAPE&LMD#89-1-C ZONE119	$0.00	$0.00	$0.00	0.00	$0.00
020483	LANDSCAPE&LMD#89-1-C ZONE124	$0.00	$0.00	$0.00	0.00	$0.00
020486	LANDSCAPE&LMD#89-1-C ZONE142	$0.00	$0.00	$0.00	0.00	$0.00
020487	LANDSCAPE&LMD#89-1-C ZONE94	$0.00	$0.00	$0.00	0.00	$0.00
020488	LANDSCAPE&LMD#89-1-C ZONE95	$0.00	$0.00	$0.00	0.00	$0.00
021000	CO STRUCTURES FIRE PROTE	$4,390,776.10	$0.00	$0.00	0.00	$4,390,776.10
021050	COMMUNITY ACTION AGENCY	($771,015.00)	$1,246,661.73	$622,291.33	0.00	($146,644.60)
021100	COMM DEV-DEPT OF INTERIO	$675,839.13	$801,517.35	$1,367,087.79	0.00	$110,268.69
021101	SINGLE FAMILY REV BOND	$448,905.59	$0.00	$0.00	0.00	$448,905.59
021102	P.I. HOME PROGRAM	$0.00	$0.00	$0.00	0.00	$0.00
021103	HOME IMPROVEMENT PROGRAM (HIP)	$0.00	$0.00	$0.00	0.00	$0.00
021105	FILM MARKETING	$0.00	$0.00	$0.00	0.00	$0.00
021106	OHH-HIGHWAY VEHICLE PARK	$0.00	$0.00	$0.00	0.00	$0.00
021107	SOUTHWEST MARKETING	$277,502.92	$8,900.00	$53,285.22	0.00	$233,117.70
021108	USDA AG GRANT	$617,881.04	$899.40	$0.00	0.00	$618,780.44
021109	EDA SPECIAL PROJECTS	$3,269,905.34	$30,523.09	$37,327.65	0.00	$3,263,100.78
021110	LMD 2006-1 WILDOMAR	$315.30	$0.00	$0.00	0.00	$315.30
021111	EDA EECBG ARRA	$0.00	$0.00	$0.00	0.00	$0.00
021150	USEDA	$0.00	$0.00	$0.00	0.00	$0.00
021200	COUNTY FREE LIBRARY	$18,554,023.58	$199,105.73	$24,239.23	0.00	$18,728,890.08
021201	LIBRARY TRUST FUND	$21,517.75	$21.86	$0.00	0.00	$21,539.61
021202	FIRST 5 AWARD PROP 10	$162,617.67	$69,914.73	$0.00	0.00	$232,532.40
021250	HOME PROGRAM TRUST FUND	$16,474.51	$53,190.12	$11,093.97	0.00	$58,570.66

Fund	Fund Name	Balance Forward	Total Debits	Total Credits	Investments	Total
021251	PI HOME PROGRAM FTHP	$104,252.50	$13,975.31	$0.00	0.00	$118,227.81
021300	HOMELESS HOUSING RELIEF FUND	$2,715,772.60	$552,325.08	$725,644.70	0.00	$2,542,452.98
021350	COMMUNITY DEVELOP PROG H	$50,647.07	$1,354,020.94	$962,685.26	0.00	$441,982.75
021351	COMMUNITY DEVELOPMENT TR	$33,183.70	$2,955.36	$252.07	0.00	$35,886.99
021352	RENTAL REHABILITATION PROGRAM	$5,611.10	$5.71	$0.00	0.00	$5,616.81
021353	COM DEVEL HOUSING LOAN FUND	$26.95	$0.02	$0.06	0.00	$26.91
021354	ECONOMICS DEVELOPMENT	$4.63	$626.12	$0.01	0.00	$630.74
021355	RDA HOME IMP PROG	$182.06	$0.18	$0.60	0.00	$181.64
021370	NEIGHBORHOOD STABILIZATION	$112,335.88	$5,264,751.51	$4,307,526.04	0.00	$1,069,561.35
021371	NSHP PROGRAM INCOME	$0.00	$114.85	$0.00	0.00	$114.85
021400	JOB TRAINING & PARTNERSH	$0.00	$0.00	$0.00	0.00	$0.00
021450	OFFICE ON AGING-TITLE IV	($519,045.52)	$454,603.46	$875,655.11	0.00	($940,097.17)
021451	AGING NUTR PROJ INCOME	$183,326.88	$583.10	$0.00	0.00	$183,909.98
021452	PROJECT 1 1986SERIES A	$0.00	$0.00	$0.00	0.00	$0.00
021453	HANDICAPPED PARKING FEES	$740,611.22	$9,079.20	$11,453.75	0.00	$738,236.67
021500	HIGHLAND SPSG RD & BRIDGE BENE	$0.00	$0.00	$0.00	0.00	$0.00
021550	WORKFORCE DEVELOPMENT	$543,935.32	$2,286,645.16	$2,245,527.26	0.00	$585,053.22
021600	HEALTH DEPT/HEALTHY KIDS	$0.00	$0.00	$0.00	0.00	$0.00
021750	BIO-TERRORISM PREP.	$1,917,907.32	$1,639.29	$115,965.27	0.00	$1,803,581.34
022000	RIDESHARE	$58,932.88	$98,023.34	$41,558.00	0.00	$115,398.22
022050	AD CFD ADMIN01982 ACT	$1,010,307.37	$910.34	$43,501.79	0.00	$967,715.92
022100	AIRPORT	$1,097,209.62	$234,808.14	$172,298.92	0.00	$1,159,718.84
022150	LADERA IRRIGATION	$0.00	$0.00	$0.00	0.00	$0.00
022200	RIV CO NATIONAL DATE FES	$894,046.95	$144,264.24	$74,408.01	0.00	$963,903.18
022250	RIVERSIDE CAL ID	$3,005,223.33	$415,744.87	$198,681.27	0.00	$3,222,286.93
022251	RIV CAL-ID FORENSIC LAB FUND	$441,503.93	$219.02	$262,775.00	0.00	$178,947.95
022252	CAL AFIS	$3,045,307.72	$0.00	$0.00	0.00	$3,045,307.72
022253	CAL AFIS SB720	$1,338,938.80	$0.00	$0.00	0.00	$1,338,938.80
022300	AB2766 SHER BILL	$1,203,368.57	$1,268.36	$101,342.73	0.00	$1,103,294.20
022301	MOJAVE DESERT AB 2766 FUNDS	$32,487.47	$4,118.93	$403.32	0.00	$36,203.08
022350	SPECIAL AVIATION FUNDS	$2,061,978.66	$2,082.62	$25,402.97	0.00	$2,038,658.31
022400	SUPERVISORIAL ROAD DISTR	$1,409,284.51	$5,330.08	$7,708.67	0.00	$1,406,905.92
022450	WC-MSHCP PLAN	$3,115,639.33	$853,343.94	$0.00	0.00	$3,968,983.27
022451	HABITAT/ENVIRONMENTAL MITIGATI	$490,950.05	$501.39	$0.00	0.00	$491,451.44
022500	U S GRAZING FEES	$16,948.31	$0.00	$0.00	0.00	$16,948.31
022550	MITIGATION PROJECT OPERATIONS	$0.00	$0.00	$0.00	0.00	$0.00
022600	FRENCH VALLEY AIRPORT	$0.00	$0.00	$0.00	0.00	$0.00

Fund	Fund Name	Balance Forward	Total Debits	Total Credits	Investments	Total
022650	AIRPORT LAND USE COMMISSION	$324,581.81	$10,089.90	$48,318.12	0.00	$286,353.59
022651	NICHOLAS LEASE FRENCH VILLA	$0.00	$0.00	$0.00	0.00	$0.00
022701	PROP 10	$352,918.35	$422.37	$26,978.57	0.00	$326,362.15
022702	PROP 10	$192,707.88	$195.85	$0.00	0.00	$192,903.73
022703	PROP 10	$700,826.25	$3,145.84	$18,179.88	0.00	$685,792.21
022704	PROP10 CHDP TREATMENT PROGRAM	$120,147.31	$122.11	$0.00	0.00	$120,269.42
022705	PROP 10	$64,181.42	$201,595.41	$112,751.44	0.00	$153,025.39
022800	IHSS PUBLIC AUTHORITY	$528,926.95	$543,949.58	$153,297.55	0.00	$919,578.98
022820	DNA ID FUND	$2,778,225.72	$2,540.21	$0.00	0.00	$2,780,765.93
022830	AB 158 TRIBAL CASINO SDF	$32,509.91	$329.56	$0.00	0.00	$32,839.47
022900	PERRIS VALLEY CEMETERY DIST	$504,844.68	$22,796.51	$21,578.29	0.00	$506,062.90
023000	FRANCHISE AREA 8 ASSESSMENT	$31,211.02	$22.96	$26,715.09	0.00	$4,518.89
023025	COUNTY SERVICE AREA #1	$46,366.36	$47.16	$131.72	0.00	$46,281.80
023050	COUNTY SERVICE AREA #2	$0.00	$0.00	$0.00	0.00	$0.00
023075	COUNTY SERVICE AREA #12	$0.00	$0.00	$0.00	0.00	$0.00
023100	COUNTY SERVICE AREA #13	$41,478.48	$42.27	$198.75	0.00	$41,322.00
023125	COUNTY SERVICE AREA #15	$134,402.51	$136.59	$608.60	0.00	$133,930.50
023150	COUNTY SERVICE AREA #17	$0.00	$0.00	$0.00	0.00	$0.00
023175	COUNTY SERVICE AREA #20	$0.00	$0.00	$0.00	0.00	$0.00
023200	COUNTY SERVICE AREA #21	$82,878.20	$84.66	$617.27	0.00	$82,345.59
023225	COUNTY SERVICE AREA #22	$18,565.49	$21.54	$1,166.59	0.00	$17,420.44
023250	COUNTY SERVICE AREA #23	$0.00	$0.00	$0.00	0.00	$0.00
023275	COUNTY SERVICE AREA #24	$0.00	$0.00	$0.00	0.00	$0.00
023300	COUNTY SERVICE AREA #27	$93,102.75	$97.02	$2,152.91	0.00	$91,046.86
023325	COUNTY SERVICE AREA #30	$0.00	$0.00	$0.00	0.00	$0.00
023350	COUNTY SERVICE AREA #33	$3,849.21	$2.37	$0.00	0.00	$3,851.58
023375	COUNTY SERVICE AREA #36	$318,451.00	$338.16	$36,674.40	0.00	$282,114.76
023400	COUNTY SERVICE AREA #38	$440,782.96	$445.95	$75.00	0.00	$441,153.91
023425	COUNTY SERVICE AREA #41	$1,160,920.41	$1,183.97	$0.00	0.00	$1,162,104.38
023450	CSA #41B NMEADOWBROOK	$76,097.15	$77.33	$0.00	0.00	$76,174.48
023475	COUNTY SERVICE AREA #43	$5,974.45	$3.95	$1,898.32	0.00	$4,080.08
023500	COUNTY SERVICE AREA #47	$62,502.71	$63.32	$221.48	0.00	$62,344.55
023525	COUNTY SERVICE AREA #51	$157,839.83	$15,892.36	$45,688.17	0.00	$128,044.02
023550	COUNTY SERVICE AREA #52	$0.00	$0.00	$0.00	0.00	$0.00
023575	COUNTY SERVICE AREA #53	$8,752.92	$9.07	$143.92	0.00	$8,618.07
023600	COUNTY SERVICE AREA #59	$39,878.25	$40.70	$222.81	0.00	$39,696.14
023625	COUNTY SERVICE AREA #60	$496,449.32	$504.35	$0.00	0.00	$496,953.67

Fund	Fund Name	Balance Forward	Total Debits	Total Credits	Investments	Total
023650	COUNTY SERVICE AREA #67	$37,058.18	$37.48	$0.00	0.00	$37,095.66
023675	COUNTY SERVICE AREA #69	$200,082.19	$216.49	$10,706.86	0.00	$189,591.82
023700	COUNTY SERVICE AREA #70	$360,467.19	$367.78	$2,048.56	0.00	$358,786.41
023725	COUNTY SERVICE AREA #72	$41,452.16	$42.63	$303.08	0.00	$41,191.71
023750	COUNTY SERVICE AREA #73	$26,692.05	$27.34	$168.22	0.00	$26,551.17
023775	COUNTY SERVICE AREA #80	$51,513.01	$57.17	$3,964.80	0.00	$47,605.38
023800	COUNTY SERVICE AREA #82	$3,493.49	$3.54	$0.00	0.00	$3,497.03
023825	COUNTY SERVICE AREA #84	$286,639.23	$309.23	$3,075.83	0.00	$283,872.63
023850	COUNTY SERVICE AREA #85	$123,435.53	$151.55	$17,286.07	0.00	$106,301.01
023875	COUNTY SERVICE AREA #86	$53,136.85	$37.58	$0.00	0.00	$53,174.43
023900	COUNTY SERVICE AREA #87	$77,204.84	$81.62	$2,709.36	0.00	$74,577.10
023925	COUNTY SERVICE AREA #89	$3,983.07	$3.62	$0.00	0.00	$3,986.69
023950	COUNTY SERVICE AREA #91	$505,677.13	$527.97	$8,367.46	0.00	$497,837.64
023975	COUNTY SERVICE AREA #92	$7,508.87	$7.62	$0.00	0.00	$7,516.49
024000	COUNTY SERVICE AREA #93	$137,087.21	$139.32	$0.00	0.00	$137,226.53
024025	COUNTY SERVICE AREA #94	$4,675.23	$4.98	$189.59	0.00	$4,490.62
024050	COUNTY SERVICE AREA #97	$19,465.68	$25.75	$5,598.91	0.00	$13,892.52
024075	COUNTY SERVICE AREA #103	$56,992.13	$31,302.79	$63,033.61	0.00	$25,261.31
024100	COUNTY SERVICE AREA #104	$442,242.86	$446.75	$0.00	0.00	$442,689.61
024125	COUNTY SERVICE AREA #105	$225,752.06	$228.40	$1,562.53	0.00	$224,417.93
024150	COUNTY SERVICE AREA #108	$469,985.89	$482.50	$0.00	0.00	$470,468.39
024175	COUNTY SERVICE AREA #113	$60,181.04	$61.13	$88.58	0.00	$60,153.59
024200	COUNTY SERVICE AREA #11	$189,553.58	$192.77	$173.90	0.00	$189,572.45
024225	COUNTY SERVICE AREA #117	$65,215.89	$68.25	$2,303.90	0.00	$62,980.24
024250	COUNTY SERVICE AREA #121	$354,989.37	$464.27	$7,119.95	0.00	$348,333.69
024275	COUNTY SERVICE AREA #124	$266,780.29	$271.22	$0.00	0.00	$267,051.51
024300	COUNTY SERVICE AREA #125	$72,529.63	$74.64	$1,161.08	0.00	$71,443.19
024325	COUNTY SERVICE AREA #126	$33,186.52	$59.46	$44,829.51	0.00	($11,583.53)
024330	COUNTY SERVICE AREA #126 WEST	$0.00	$0.00	$0.00	0.00	$0.00
024350	COUNTY SERVICE AREA #128	$212,965.96	$216.38	$0.00	0.00	$213,182.34
024375	CSA #128 (WEST SIDE)	$25,189.86	$25.60	$0.00	0.00	$25,215.46
024400	COUNTY SERVICE AREA #132	$144,531.93	$167.87	$12,231.28	0.00	$132,468.52
024425	COUNTY SERVICE AREA #134	$302,388.69	$2,417.30	$99,152.69	0.00	$205,653.30
024450	COUNTY SERVICE AREA #135	$33,069.82	$34.78	$2,809.03	0.00	$30,295.57
024475	COUNTY SERVICE AREA #138	$350.35	$0.25	$0.00	0.00	$350.60
024500	COUNTY SERVICE AREA #139	$6,473.37	$6.57	$0.00	0.00	$6,479.94
024525	COUNTY SERVICE AREA #142	$14,856.83	$16.37	$648.20	0.00	$14,225.00

Fund	Fund Name	Balance Forward	Total Debits	Total Credits	Investments	Total
024550	COUNTY SERVICE AREA #143	$850,628.39	$1,039.11	$114,824.70	0.00	$736,842.80
024575	COUNTY SERVICE AREA #145	$48,403.92	$388.31	$0.00	0.00	$48,792.23
024600	CSA#149 WINE COUNTRY	$15,022.77	$16.89	$0.00	0.00	$15,039.66
024625	CSA 152 NPDES	$3,183,484.09	$91,551.07	$151,554.90	0.00	$3,123,480.26
024630	LMD 2006-1 WILDOMAR	$6,532.46	$61.33	$0.00	0.00	$6,593.79
024675	CSA #153 MOUNTAIN PLATEAU	$3,461.16	$3.51	$0.00	0.00	$3,464.67
024700	CSA 143D REDHAWK SUBZONE 4	$0.00	$0.00	$0.00	0.00	$0.00
024725	CSA 143C SILVERHAWK	$0.00	$0.00	$0.00	0.00	$0.00
024800	CO SERVICE AREA#146	$20,571.19	$18.29	$147.30	0.00	$20,442.18
024825	CSA#149 WINE COUNTRY BEAUTIF	$19,646.32	$31.38	$3,598.27	0.00	$16,079.43
024850	CSA#152 CAJALCO CORRIDOR	$0.00	$0.00	$0.00	0.00	$0.00
024875	CSA #152 SPORTS PARK	$826,060.30	$846.62	$8,736.72	0.00	$818,170.20
025000	RDA LOW-MOD SET ASIDE	$36,806,379.80	$1,260,256.95	$4,418,949.68	0.00	$33,647,687.07
025001	2004 BOND ISSUE (TAXABLE)	$0.00	$0.00	$0.00	0.00	$0.00
025002	2004 BOND ISSUE (TAX EXEMPT)	$0.00	$0.00	$0.00	0.00	$0.00
025110	ZONE 1 CONST/MAINT/ADM	$22,944,585.15	$313,360.61	$777,089.23	0.00	$22,480,856.53
025111	SAN SEVAINE CHANNEL	$400,000.33	$376.39	$0.00	0.00	$400,376.72
025112	ZONE 1 AREA DRAINAGE PLANS	$1,465,770.60	$1,562.01	$28.50	0.00	$1,467,304.11
025120	ZONE 2 CONST/MAINT/ADM	$47,452,282.08	$521,360.27	$612,253.22	0.00	$47,361,389.13
025122	ZONE 2 AREA DRAINAGE PLANS	$3,433,474.41	$3,489.27	$2,821.10	0.00	$3,434,142.58
025123	COUNTY LINE CHANNEL PROJECT	$0.00	$0.00	$0.00	0.00	$0.00
025130	ZONE 3 CONST/MAINT/ADM	$10,653,461.18	$81,059.20	$145,692.91	0.00	$10,588,827.47
025132	ZONE 3 AREA DRAINAGE PLANS	$1,782.55	$1.81	$0.00	0.00	$1,784.36
025140	ZONE 4 CONST/MAINT/ADM	$46,664,205.06	$701,007.38	$1,070,169.72	0.00	$46,295,042.72
025142	ZONE 4 AREA DRAINAGE PLANS	$9,793,566.61	$22,315.70	$0.00	0.00	$9,815,882.31
025143	HOMELAND/ROMOLAND LAND ACQUIS.	$6,478,334.03	$7,219.65	$0.00	0.00	$6,485,553.68
025144	HOMELAND/ROMOLAND ADMINISTRENCE	$673,518.59	$536.04	$0.00	0.00	$674,054.63
025150	ZONE 5 CONST/MAINT/ADM	$13,844,472.77	$203,706.63	$731,634.65	0.00	$13,316,544.75
025160	ZONE 6 CONST/MAINT/ADM	$24,467,628.15	$264,064.68	$378,042.40	0.00	$24,353,650.43
025170	ZONE 7 CONST/MAINT/ADM	$21,083,265.72	$183,765.65	$257,775.99	0.00	$21,009,255.38
025171	ZONE 7 - MAINTENANCE	$1,846,792.44	$1,905.92	$0.00	0.00	$1,848,698.36
025172	ZONE 7 AREA DRAINAGE PLANS	$8,674,638.44	$9,305.02	$0.00	0.00	$8,683,943.46
025173	TEMECULA/PECHANGA RESTORATION	$543,848.83	$552.72	$0.00	0.00	$544,401.55
025180	NPDES - WHITEWATER	$311,742.23	$424.00	$31,500.15	0.00	$280,666.08
025190	NPDES - SANTA ANA	$3,861,592.01	$4,163.28	$182,300.78	0.00	$3,683,454.51
025191	FLOOD CASH	$0.00	$0.00	$0.00	0.00	$0.00
025200	NPDES - SANTA MARGARITA	$435,161.56	$505.86	$52,057.44	0.00	$383,609.98

Fund	Fund Name	Balance Forward	Total Debits	Total Credits	Investments	Total
025400	REGIONAL PARK/OPEN SPACE	$2,434,619.36	$314,367.64	$814,507.50	0.00	$1,934,479.50
025401	HISTORICAL COMMISSION	$25,082.32	$187.74	$0.00	0.00	$25,270.06
025420	RECREATION	$88,919.33	$3,823.62	$3,919.41	0.00	$88,823.54
025500	COUNTY FISH & GAME	$16,051.39	$15.76	$0.00	0.00	$16,067.15
025510	RESIDENCE UTILITY TRUST FUND	$183,373.37	$4,247.36	$36.11	0.00	$187,584.62
025520	ARUNDO TRUST FUND	$868,682.05	$219,237.39	$11,773.92	0.00	$1,076,145.52
025521	HABITAT-OPEN SPACE MANAGEMENT	$462,087.01	$500.39	$1,199.33	0.00	$461,388.07
025522	OFF ROAD VEHICLE MANAGEMENT	$561,008.20	$581.90	$0.00	0.00	$561,590.10
025530	ENVIROMENTAL EDUCATION GRANT	$0.00	$0.00	$0.00	0.00	$0.00
025535	NATURAL RESOURCE EDUCATION	$391,563.72	$397.95	$0.00	0.00	$391,961.67
025540	MULTI-SPECIES RESERVE	$141,486.27	$126.88	$3,585.40	0.00	$138,027.75
025550	SANTA ANA MITIGATION	$4,446,191.22	$6,498.08	$3,375.59	0.00	$4,449,313.71
025570	JENSEN RANCH TRUST FUND	$18,461.89	$18.76	$0.00	0.00	$18,480.65
025580	ROY E SHIPLEY RESERVE TRUST	$0.00	$0.00	$0.00	0.00	$0.00
025590	MSHCP RESERVE MANAGEMENT	$521,058.85	$543.11	$6,381.53	0.00	$515,220.43
025800	RIV CO CHILDREN & FAMILIES COM	$57,846,095.38	$103,466.54	$2,468,488.19	0.00	$55,481,073.73
025801	SCALAR	$0.00	$0.00	$0.00	0.00	$0.00
025802	CARES	$0.00	$0.00	$0.00	0.00	$0.00
025803	HEALTHY KIDS	$0.00	$0.00	$0.00	0.00	$0.00
025804	SCHOOL READINESS	$0.00	$0.00	$193,435.00	0.00	($193,435.00)
025805	SPECIAL NEEDS	$0.00	$0.00	$0.00	0.00	$0.00
025806	ABCD CONSTRUCTION CONNECTIONS	$0.00	$0.00	$0.00	0.00	$0.00
030000	ACCUMULATIVE CAPITAL OUT	$1,442,246.42	$93,482.50	$93,482.50	0.00	$1,442,246.42
030100	CAPITAL CONST ANDLAND	($13,644,366.81)	$312,772.60	$7,960,820.93	0.00	($21,292,415.14)
030101	THOUSAND PALMS ANIMAL SHELTER	$16,575.39	$16.72	$9,266.52	0.00	$7,325.59
030102	BLYTHE ANIMAL SHELTER	$1,588,363.75	$1,627.20	$7,936.10	0.00	$1,582,054.85
030103	COVE COMM. SHERIFF STATION	($4,412,174.95)	$2,804,414.90	$2,020,462.65	0.00	($3,628,222.70)
030120	COUNTY TOBACCO SECURITIZATION	$138,903,120.81	$6,947,500.27	$126,576,501.18	31,800,000.00	$51,074,119.90
030121	REIMBURSEMENT FOR HUB JAIL CON	$86,861,098.20	$88,331.97	$3,000,000.00	0.00	$83,949,430.17
030200	BLYTHE CAC ACO	$0.00	$0.00	$0.00	0.00	$0.00
030250	DESERT MENTAL HEALTH FAC	$0.00	$0.00	$0.00	0.00	$0.00
030300	FIRE PROTECTION-CAPITAL PROJ	($65,985.29)	$0.00	$16,706.98	0.00	($82,692.27)
030301	FIRE PROTECTION TRUST	$651,681.30	$678.00	$0.00	0.00	$652,359.30
030302	DEV AGRMNT #20	$762,455.91	$774.89	$0.00	0.00	$763,230.80
030350	MONTEREY AVE INTERCHANGE	$0.00	$0.00	$0.00	0.00	$0.00
030400	RGH CONSTRUCTION	$0.00	$0.00	$0.00	0.00	$0.00
030500	DEV IMPACT FEE OPERATION FUND	$0.17	$0.00	$0.00	0.00	$0.17

Fund	Fund Name	Balance Forward	Total Debits	Total Credits	Investments	Total
030501	COUNTY WIDE PUBLIC FACILITIES	$20,025,528.54	$54,292.19	$1,239.00	0.00	$20,078,581.73
030502	EASTERN RIV CO TRAFFICE SIGNAL	$2,620,405.89	$4,619.57	$0.00	0.00	$2,625,025.46
030503	WESTERN RIV CO TRAFFICE SIGNAL	$13,928,370.08	$57,278.75	$1,062.00	0.00	$13,984,586.83
030504	EASTERN RIV CO FIRE FAC	$3,625,893.11	$7,242.91	$0.00	0.00	$3,633,136.02
030505	WESTERN RIV CO FIRE	$21,811,502.31	$61,550.42	$1,500.00	0.00	$21,871,552.73
030506	SAN GORGONIO PASS AREA	$41,143.93	$48.44	$0.00	0.00	$41,192.37
030507	ROADS, BRIDGES IMP FUND/JURUPA	$780,731.44	$11,287.90	$0.00	0.00	$792,019.34
030508	ROADS,BRIDGES COACHELLA VALLEY	$3,840,993.84	$8,550.38	$0.00	0.00	$3,849,544.22
030509	RBIAP3	$89.41	$0.09	$0.00	0.00	$89.50
030511	WOODCREST ROADS,BRIDGES	$515,456.25	$1,979.44	$0.00	0.00	$517,435.69
030512	ROADS, BRIDGES TEMESCAL CANYON	$1,915,201.98	$1,943.35	$0.00	0.00	$1,917,145.33
030513	ROADS, BRIDGES EASTVALE	$3,480,370.56	$5,645.40	$0.00	0.00	$3,486,015.96
030514	RECHE CANYON ROADS/BRIDGES	$94.63	$0.09	$0.00	0.00	$94.72
030515	ROADS, BRIDGES SAN JACINTO	$281,443.62	$473.52	$0.00	0.00	$281,917.14
030516	RBI-AT9	$426.60	$0.43	$0.00	0.00	$427.03
030517	ROADS AND BRIDGES IMPROV	$395,005.50	$401.46	$0.00	0.00	$395,406.96
030518	LAKEVIEW/NUEVO ROADS, BRIDGES	$590,232.61	$626.20	$0.00	0.00	$590,858.81
030519	SUM CITY MAJ IMPROV FUND	$4,779,638.68	$16,583.78	$0.00	0.00	$4,796,222.46
030520	BRIDGES, IMPROV FUND	$378,560.08	$384.73	$0.00	0.00	$378,944.81
030521	ROAD, BRIDGES, MAJ IMPROV FUND	$1,636,059.43	$1,949.57	$0.00	0.00	$1,638,009.00
030522	PALO VERDE VALLEY ROADS AND BR	$43,199.96	$42.87	$0.00	0.00	$43,242.83
030523	ROADS, BRIDGES,MAJ IMP MEAD VA	$1,049,621.74	$3,229.65	$0.00	0.00	$1,052,851.39
030524	COACHELLA MAJ IMPROV FUND	$1,226,220.92	$2,458.38	$0.00	0.00	$1,228,679.30
030525	ROAD, BRIDGES SW AREA	$5,718,427.91	$6,467.52	$0.00	0.00	$5,724,895.43
030526	EASTVALE COMM CENTER PARK	$1,223,606.48	$3,418.17	$0.00	0.00	$1,227,024.65
030527	EASTERN RIV CO REG PARK FAC	$914,716.67	$2,511.60	$0.00	0.00	$917,228.27
030528	WEST RIV CC REG PARK	$12,062,275.10	$39,921.50	$1,476.00	0.00	$12,100,720.60
030529	FOURTH DIST CONS LAND BANK	$895,413.21	$910.02	$0.00	0.00	$896,323.23
030530	ROADS, BRIDGES SANGORGONIO PAS	$341,524.47	$374.98	$0.00	0.00	$341,899.45
030531	PALO VERDE COMM PARK FAC	$384.51	$0.37	$0.00	0.00	$384.88
030532	WOODCREST COMM CENTER PARK	$144,205.54	$190.94	$126.00	0.00	$144,270.48
030533	WESTERN RIV CO REG FAC FUND	$10,242,722.87	$25,932.40	$873.00	0.00	$10,267,782.27
030534	COACHELLA COMM PARK FAC FUND	$34,043.85	$183.38	$0.00	0.00	$34,227.23
030535	PARK FAC FUND	$213,846.14	$249.81	$0.00	0.00	$214,095.95
030536	TEMESCAL CANYON PARK FAC	$751,918.84	$938.16	$0.00	0.00	$752,857.00
030537	FLOOD CONTROL	$885,834.01	$900.30	$0.00	0.00	$886,734.31
030538	FLOOD CONTROL FAC FUND SAN JAC	$58,895.51	$1,051.27	$0.00	0.00	$59,946.78

Riverside County

Fund Summary Report

10/1/09 - 10/31/09

Fund	Fund Name	Balance Forward	Total Debits	Total Credits	Investments	Total
030539	EASTERN RIV REG FAC FUND	$1,081,456.81	$2,127.79	$0.00	0.00	$1,083,584.60
030540	MEAD VALLEY FLOOD CONT FAC	$233,521.56	$351.23	$0.00	0.00	$233,872.79
030541	FLOOD CONTROL FAC SAN GORG	$68,501.94	$85.16	$0.00	0.00	$68,587.10
030542	WESTERN CO LIBRARY BOOK FUND	$5,399,230.91	$19,370.26	$72,954.68	0.00	$5,345,646.49
030543	EASTERN CO LIBRARY BOOK FUND	$45,038.49	$897.23	$0.00	0.00	$45,935.72
030544	EASTERN RIVERSIDE CO PUBLIC FA	$2,848,078.09	$5,646.47	$0.00	0.00	$2,853,724.56
030545	WESTERN RIVERSIDE CO PUBLIC FA	$5,875,319.30	$33,781.92	$1,425.00	0.00	$5,907,676.22
030546	106 CDM-HC-SD-3	$0.00	$0.00	$0.00	0.00	$0.00
030547	INTERIM OPEN SPACE MITIGATION	$4,491,509.31	$4,565.77	$13,355.05	0.00	$4,482,720.03
030548	103 CDM-PF-RSA-49	$0.00	$0.00	$0.00	0.00	$0.00
030549	106 CDM-PF-SD-3	$0.00	$0.00	$0.00	0.00	$0.00
030550	107 CDM-PF-SD-4	$248,183.40	$252.14	$0.00	0.00	$248,435.54
030551	104 CDM-RT-SD-1	$0.00	$0.00	$0.00	0.00	$0.00
030552	106 CDM-RT-SD-3	$0.00	$0.00	$0.00	0.00	$0.00
030553	104 DA-HC-SD-1	$2,798.27	$2.84	$0.00	0.00	$2,801.11
030554	105 DA-HC-SD-2	$1,647.76	$1.67	$0.00	0.00	$1,649.43
030555	106 DA-HC-SD-3	$173,911.95	$176.75	$0.00	0.00	$174,088.70
030556	DA-PF-SD-1	$166,722.08	$169.45	$0.00	0.00	$166,891.53
030557	105 DA-PF-SD-2	$208,960.43	$212.37	$0.00	0.00	$209,172.80
030558	106 DA-PF-SD-3	$224,812.67	$346.06	$0.00	0.00	$225,158.73
030559	107 DA-PF-SD-4	$147,557.66	$149.97	$0.00	0.00	$147,707.63
030560	108 DA-PF-SD-5	$20.43	$0.02	$0.00	0.00	$20.45
030561	103 DA-PS-COW	$13,936.63	$14.16	$0.00	0.00	$13,950.79
030562	104 DA-RP-SD-1	$7,390.52	$7.51	$0.00	0.00	$7,398.03
030563	105 DA-RP-SD-2	$208.92	$0.22	$0.00	0.00	$209.14
030564	106 DA-RP-SD-3	$235,145.74	$238.98	$0.00	0.00	$235,384.72
030565	104 DA-RT-SD-1	$3,234.62	$3.29	$0.00	0.00	$3,237.91
030566	105 DA-RT-SD-2	$311.67	$0.31	$0.00	0.00	$311.98
030567	106 DA-RT-SD-3	$32,059.10	$32.59	$0.00	0.00	$32,091.69
030568	CC/PF/-AP13	$25,190.29	$375.25	$0.00	0.00	$25,565.54
030580	JURUPA COMMUNITY PLAN	$622,749.15	$1,931.85	$0.00	0.00	$624,681.00
030600	104 CDM-HC-SD-1	$0.00	$0.00	$0.00	0.00	$0.00
030700	CAPITAL IMPROV PROGRAM	$73,994,650.90	$152,313.07	$9,136.68	0.00	$74,137,827.29
030701	PALM DESERT FINANCING	$0.00	$0.00	$0.00	0.00	$0.00
031035	2005 A CAP IMP FAMILY LAW/CONS	$0.00	$0.00	$0.00	0.00	$0.00
031045	2006A CAPITAL IMPROVEMENT PROJ	$0.00	$0.00	$0.00	0.00	$0.00
031100	RIVERSIDE COUNTY ADMIN CENTER	$0.00	$0.00	$0.00	0.00	$0.00

Riverside County

Fund Summary Report

10/1/09 - 10/31/09

Fund	Fund Name	Balance Forward	Total Debits	Total Credits	Investments	Total
031110	2007 PUB SAF COMM AND REFUND P	$0.00	$0.00	$0.00	0.00	$0.00
031150	CDM-PF-COW	$0.00	$0.00	$0.00	0.00	$0.00
031280	104 CDM-RP-SD-1	$0.00	$0.00	$0.00	0.00	$0.00
031360	107 CDM-RT-SD-4	$0.00	$0.00	$0.00	0.00	$0.00
031540	CAPITAL IMP FUND/REDEV AGENCY	$19,627,107.30	$0.00	$0.00	0.00	$19,627,107.30
031550	CSA#143 QUIMBY FEE	$2,096,017.55	$2,137.83	$0.00	0.00	$2,098,155.38
031555	CSA #145 QUIMBY	$1,411,969.81	$1,435.01	$814.61	0.00	$1,412,590.21
031560	CSA #152 ZONE A	$1,080,991.49	$1,098.33	$0.00	0.00	$1,082,089.82
031570	CSA #152 ZONE B	$3,590,713.30	$3,260.93	$20,298.41	0.00	$3,573,675.82
031580	JURUPA COMMUNITY PLAN	$0.00	$0.00	$0.00	0.00	$0.00
031590	EDGEMONT-SUNNYMEAD PUBLI	$0.00	$0.00	$0.00	0.00	$0.00
031600	MENIFEE RD & BRIDGE BENE DIST	$8,446,416.29	$8,586.37	$1,943.21	0.00	$8,453,059.45
031610	STHWST AREA RD&BRIDGE BENEFIT	$11,505,971.05	$11,659.98	$55,377.31	0.00	$11,462,253.72
031620	SUN CITY VALLEY BLVD TRU	$0.00	$0.00	$0.00	0.00	$0.00
031630	TRAFFIC SIGNAL MITIGATION	$3.53	$0.00	$0.00	0.00	$3.53
031631	TRAFFIC SIGNAL MITIGATION	$470,499.79	$488.20	$2,010.01	0.00	$468,977.98
031632	SIGNAL MITIGATION SSA2	$227.87	$0.23	$0.00	0.00	$228.10
031633	SIGNAL MITIGATION SSA 3	$127,238.09	$154.51	$3,960.67	0.00	$123,431.93
031634	SIGNAL MITIGATION SS4	$1,152,296.50	$1,145.18	$0.00	0.00	$1,153,441.68
031635	SIGNAL MITIGATION SS5	$0.82	$0.27	$0.00	0.00	$1.09
031640	JURUPA R&B BENEFIT DISTRICT	$20,219,011.49	$92,881.17	$203,770.93	0.00	$20,108,121.73
031650	DA DIF CONSOLIDATED AREA PLAN	$83,253.63	$26.36	$64,259.82	0.00	$19,020.17
031680	DEVELOPER AGREEMENTS	$356,912.28	$362.73	$0.00	0.00	$357,275.01
031681	DEVELOPER AGREEMENT DIST 1	$1,325,455.84	$1,523.81	$23,593.39	0.00	$1,303,386.26
031682	DEVELOPER AGREEMENTS DIST 2	$2,977.50	$3.02	$0.00	0.00	$2,980.52
031683	DEVELOPER AGREEMENTS DIST 3	$188,748.63	$191.83	$0.00	0.00	$188,940.46
031684	DEVELOPER AGREEMENTS DIST 4	$0.00	$0.00	$0.00	0.00	$0.00
031685	DEVELOPER AGREEMENT DIST 5	$0.00	$0.00	$0.00	0.00	$0.00
031690	SIGNAL MITIGATION	$0.00	$0.00	$0.00	0.00	$0.00
031691	SIGNAL MITIGATION	$9,953.38	$1.30	$9,274.83	0.00	$679.85
031692	SIGNAL MITIGATION	$302,089.96	$55.48	$275,116.91	0.00	$27,028.53
031693	SCOTT ROAD	$2,319,309.81	$2,399.62	$1,607.28	0.00	$2,320,102.15
031700	EASTERN TUMF	$0.00	$0.00	$0.00	0.00	$0.00
031710	C-VAG CONST	$0.00	$0.00	$0.00	0.00	$0.00
031720	C-VAG MONTEREY AV	$0.00	$0.00	$0.00	0.00	$0.00
031730	C-VAG WASHINGTON ST	$0.00	$0.00	$0.00	0.00	$0.00
031740	LAKEVIEW/NUEVO ROAD AND BRIDGE	$0.00	$0.00	$0.00	0.00	$0.00

Fund	Fund Name	Balance Forward	Total Debits	Total Credits	Investments	Total
032000	BANNING REHAB RECONSTRUCTION	$0.00	$0.00	$0.00	0.00	$0.00
032025	BS-INDIO HALL OF JUSTICE	$0.00	$0.00	$0.00	0.00	$0.00
032050	SO CTY JAIL-CAPITAL PROJ FUND	$0.00	$0.00	$0.00	0.00	$0.00
032700	REDEVELOPMENT CAPITAL PROJECTS	$22,337,172.19	$8,649,482.86	$12,665,196.64	0.00	$18,321,458.41
032701	JVPA BOND PROCEEDS	$0.00	$0.00	$0.00	0.00	$0.00
032702	2004 BOND ISSUE (NON HOUSING)	$0.00	$0.00	$0.00	0.00	$0.00
032710	MITIGATION PROJECTS	$90,226.14	$0.00	$0.00	0.00	$90,226.14
032720	CSA126 QUIMBY	$71,893.85	$73.07	$0.00	0.00	$71,966.92
032730	CSA146 QUIMBY	$58,633.12	$43.60	$0.00	0.00	$58,676.72
032740	CSA152 CAJALCO CORRIDOR QUIMBY	$1,960,082.47	$2,000.82	$0.00	0.00	$1,962,083.29
032750	WOODCREST LIBRARY PROJECT	$188,375.61	$187.93	$0.00	0.00	$188,563.54
032800	U.S. DISTRICT COURT PROJ.	$0.00	$0.00	$0.00	0.00	$0.00
033000	FC CAPITAL PROJECT	$266,360.51	$198.78	$12,836.29	0.00	$253,723.00
033100	PARK ACQUISITION & DEVEL	$1,951,342.11	$1,935.82	$49,351.01	0.00	$1,903,926.92
033110	PROP 40 CAP DEV PARKS	$864,173.71	$1,070.11	$0.00	0.00	$865,243.82
033120	DEVELOPERIMPACT FEES PARKS	$0.00	$0.00	$0.00	0.00	$0.00
033121	WEST COUNTY PARKS	$2,319,282.14	$2,154.80	$1,211,138.96	0.00	$1,110,297.98
033122	EASTCO PARKS - DIF	$475,854.24	$493.75	$3,155.00	0.00	$473,192.99
033123	TRAILS WEST CO PARKS	$2,833,991.23	$2,919.40	$279,282.73	0.00	$2,557,627.90
033124	TRAILS EAST CO PAEKS - DIF	$7,179.15	$7.41	$0.00	0.00	$7,186.56
033150	PARK ACQUISTION A C O	$270,091.36	$235.76	$0.00	0.00	$270,327.12
033160	SAR PARKWAY PRADO DAM TRAIL	$2,948,540.93	$2,996.66	$0.00	0.00	$2,951,537.59
033200	COMMUNITY /COUNTY PARKS	$456,052.99	$507.25	$16,665.01	0.00	$439,895.23
033201	QUIMBY FEES	$151,266.13	$153.73	$0.00	0.00	$151,419.86
033202	CSA 152 ZONEQUIMBY FEES	$14,144.21	$14.38	$0.00	0.00	$14,158.59
033300	INLAND EMPIRE TOBACCO SECURITI	$0.00	$0.00	$0.00	0.00	$0.00
033500	PSEC 800 MHZRADIO PROJECT	$3,477,771.88	$71.27	$392,091.91	0.00	$3,085,751.24
0335200	PSEC 800 MHZ RADIO PROJECT	$0.00	$0.00	$0.00	0.00	$0.00
033600	INTEGRATED PROP TAX MGMT SYS	$2,236,113.50	$2,512.86	$134,719.85	0.00	$2,103,906.51
033700	2008 A PALM DESERT FINFAC PROJ	$0.00	$0.00	$0.00	0.00	$0.00
035000	PENSION OBLIGATION BONDS	$5,047,083.84	$1,908,651.82	$6,000,274.91	0.00	$955,460.75
035100	PENSION LIABILITY MANAGEMENT	$6,906,239.80	$614,566.48	$567,502.19	0.00	$6,953,304.09
035900	CORAL	$27,633,190.31	$1,104,874.65	$18,264,742.41	0.00	$10,473,322.55
036000	RIVERSIDE CO CENTER ANNEX	$0.00	$0.00	$0.00	0.00	$0.00
036120	DESERT FAC CORP NON COUNTY FND	$0.00	$0.00	$0.00	0.00	$0.00
036160	2005 B HISTORIC COURTHOUSE	$0.00	$0.00	$0.00	0.00	$0.00
036170	2005 A CAP.IMP. FAMILY LAW PRO	$0.00	$0.00	$0.00	0.00	$0.00

Fund	Fund Name	Balance Forward	Total Debits	Total Credits	Investments	Total
036180	1990 MONTEREY AVENUE PROJECT	$0.00	$0.00	$0.00	0.00	$0.00
036190	2006 A CAPITAL IMPROVEMENT PRO	$0.00	$0.00	$0.00	0.00	$0.00
036200	2007 PUBLIC SAFETY COMM /REFUN	$0.00	$0.00	$0.00	0.00	$0.00
036210	2008 A SWJC REFUNDING PROJECT	$0.00	$0.00	$0.00	0.00	$0.00
037000	DEBT SERVICE	$1.72	$0.00	$0.00	0.00	$1.72
037050	TEETER DEBT SERVICE FUND	$173,277,513.56	$2,683,081.60	$1,987,995.76	0.00	$173,972,599.40
037100	REDEVELOPMENT AGENCY- DBT SVS	$41,567,967.11	$3,654,051.54	$109,397.60	0.00	$45,112,621.05
037200	BANKRUPTCY COURTHOUSE PROJ.	$0.00	$0.00	$0.00	0.00	$0.00
037300	U.S. DISTRICT COURT DEBT SERV	$0.00	$0.00	$0.00	0.00	$0.00
037500	2003 A PALM DESERT FIN FAC PRO	$0.00	$0.00	$0.00	0.00	$0.00
037510	2008 A PALM DESERT FIN FAC PRO	$0.00	$0.00	$0.00	0.00	$0.00
038510	FLOOD- ZONE 6-DEBT SERVICE	$0.00	$0.00	$0.00	0.00	$0.00
039810	PERRIS VALLEY CEMETERY DISCT	$900.00	$1,800.02	$0.00	0.00	$2,700.02
040000	LEASED COUNTY FACILITIES	$0.00	$0.00	$0.00	0.00	$0.00
040050	HOSPITAL ENTERPRISE FUND	$45,109,622.15	$25,214,166.86	$38,851,432.10	0.00	$31,472,356.91
040051	RCRMC SITE DEV SERV	$39,150.41	$39.79	$0.00	0.00	$39,190.20
040052	SHEARER DIALYSIS	$158,688.71	$0.00	$0.00	0.00	$158,688.71
040053	RESTRICTED GRANTS	$567,904.73	$319,251.24	$1,308.25	0.00	$885,847.72
040060	HEALTH REALIGNMENT	$0.00	$0.00	$0.00	0.00	$0.00
040070	COMMUNITY BASED CLINIC	$0.00	$0.00	$0.00	0.00	$0.00
040080	SCHOOL BASED FUND	$0.00	$0.00	$0.00	0.00	$0.00
040100	ANIMAL SPAY AND NEUTER C	$0.00	$0.00	$0.00	0.00	$0.00
040200	WASTE DISPOSAL ENTERPRISE	$46,008,065.08	$5,507,560.88	$5,975,951.77	0.00	$45,539,674.19
040201	HIGH GROVE CLOSURE FUND	$0.00	$0.00	$0.00	0.00	$0.00
040202	MEAD VALLEY CLOSURE ESCROW	$0.00	$0.00	$0.00	0.00	$0.00
040203	OASIS CLOSURE ESCROW	$319,241.99	$324.46	$0.00	0.00	$319,566.45
040204	ANZA CLOSURE ESCROW	$1,528,132.10	$1,553.07	$0.00	0.00	$1,529,685.17
040205	LAMB CANYON CLOSURE ESCROW	$6,472,972.98	$6,578.61	$0.00	0.00	$6,479,551.59
040206	MECCA II CLOSURE ESCROW	$1,325,120.49	$1,346.75	$0.00	0.00	$1,326,467.24
040207	BADLANDS CLOSURE ESCROW	$10,075,253.37	$10,239.68	$0.00	0.00	$10,085,493.05
040208	EDOM HILL CLOSURE ESCROW	$15,559,977.37	$15,813.91	$0.00	0.00	$15,575,791.28
040209	DESERT CENTER CLOSURE ESCROW	$194,071.02	$197.24	$0.00	0.00	$194,268.26
040210	COACHELLA CLOSURE ESCROW	$0.00	$0.00	$0.00	0.00	$0.00
040211	BLYTHE CLOSURE ESCROW	$1,234,070.85	$1,254.21	$0.00	0.00	$1,235,325.06
040212	WASTE CLOSURE FUND	$29,303,683.62	$184,747.61	$0.00	0.00	$29,488,431.23
040213	WRMD REMEDITATION FUND	$68,766.35	$69.89	$0.00	0.00	$68,836.24
040214	HIGHGROVECAP REM FUND	$4,998,450.35	$5,080.03	$0.00	0.00	$5,003,530.38

Fund	Fund Name	Balance Forward	Total Debits	Total Credits	Investments	Total
040215	BLYTHE CAP REM FUND	$311,228.69	$316.30	$0.00	0.00	$311,544.99
040216	DESERT CENTER CAP	$330,781.72	$336.18	$0.00	0.00	$331,117.90
040217	DOUBLE BUTTE CAP	$1,006,825.49	$1,023.26	$0.00	0.00	$1,007,848.75
040218	BADLANDS CAP	$3,594,681.14	$3,653.35	$0.00	0.00	$3,598,334.49
040219	EDOM HILL CAP	$1,781,734.58	$1,810.81	$0.00	0.00	$1,783,545.39
040220	OASIS CAP	$360,058.29	$365.93	$0.00	0.00	$360,424.22
040221	LAMB CANYON CAP	$1,106,042.63	$1,124.10	$0.00	0.00	$1,107,166.73
040222	COACHELLA CAP	$1,308,404.26	$1,329.76	$0.00	0.00	$1,309,734.02
040223	MEAD VALLEY CAP	$1,266,874.39	$1,287.55	$0.00	0.00	$1,268,161.94
040224	ANZA CAP	$387,914.39	$394.24	$0.00	0.00	$388,308.63
040225	MECCA 11 CAP/REMED	$348,254.62	$353.94	$0.00	0.00	$348,608.56
040226	CORONA CAP	$380,720.29	$386.93	$0.00	0.00	$381,107.22
040227	ELSINORE CAP	$643,574.63	$654.08	$0.00	0.00	$644,228.71
040228	WEST RIVERSIDE CAP	$765,890.26	$778.39	$0.00	0.00	$766,668.65
040229	BEAUMONT CAP	$212,104.80	$215.57	$0.00	0.00	$212,320.37
040230	HEMET CAP	$174,919.47	$177.77	$0.00	0.00	$175,097.24
040231	OPEB FUNDS FOR DISTRICT	$60,000.00	$0.00	$0.00	0.00	$60,000.00
040250	WASTE DISPOSAL-HAZARDOUS	$212,512.39	$993,927.33	$318,276.75	0.00	$888,162.97
040400	COUNTY SERVICE AREA #122	$238,021.18	$15,117.01	$15,878.22	0.00	$237,259.97
040420	CSA #62 SEWER PLANT	$16,122.04	$0.00	$0.00	0.00	$16,122.04
040440	COUNTY SERVICE AREA #62	$47,041.59	$11,055.75	$15,416.77	0.00	$42,680.57
040600	HOUSING AUTHORITY/PAYROLL	$87,899.97	$561,743.62	$529,329.15	0.00	$120,314.44
040650	PHOTOGRAMMERTY OPERATIONS	$388,141.59	$16,480.11	$9,941.54	0.00	$394,680.16
040660	SUBDIVISION OPERATIONS	$4,007,872.41	$129,128.69	$227,130.73	0.00	$3,909,870.37
040670	ENCROACHMENT PERMITS	$542,661.88	$39,548.86	$22,971.18	0.00	$559,239.56
045000	HEALTH SVS AGENCY-INFORM SVS	$0.00	$0.00	$0.00	0.00	$0.00
045050	HEALTH SERVICE AGENCY/SUPPORT	$0.00	$0.00	$0.00	0.00	$0.00
045100	RECORDS MGT & ARCHIVES PROG	$710,524.83	$207,049.28	$164,499.34	0.00	$753,074.77
045200	TRANSPORTATION EQUIP I S F	$0.00	$0.00	$0.00	0.00	$0.00
045300	AUTOMOTIVE MAINTENANCE	$6,779,645.86	$2,671,429.03	$2,410,491.14	0.00	$7,040,583.75
045400	RIFMIS PROJECT	$0.00	$0.00	$0.00	0.00	$0.00
045420	OASIS	$6,333,011.22	$910,599.70	$694,109.78	0.00	$6,549,501.14
045500	DATA PROCESSING	$13,214,278.09	$4,597,357.81	$2,776,260.61	0.00	$15,035,375.29
045510	RCIT PASS THRU	($34,261.56)	$131,143.00	$1,744,033.23	0.00	($1,647,151.79)
045600	PRINTING SVS I.S.F.	$803,513.93	$269,676.27	$358,297.77	0.00	$714,892.43
045620	CENTRAL MAIL SERVICE	$1,299,649.47	$231,508.03	$313,464.48	0.00	$1,217,693.02
045700	STORES WORKING CAPITAL F	$2,781,071.29	$850,901.11	$645,236.69	0.00	$2,986,735.71

Fund	Fund Name	Balance Forward	Total Debits	Total Credits	Investments	Total
045800	EXCLUSIVE PROVIDER OPTION	$16,935,912.45	$3,775,030.99	$3,366,880.33	0.00	$17,344,063.11
045820	ISF 401A	$0.00	$0.00	$0.00	0.00	$0.00
045840	CONCORDIA PREFERRED	$3,689,178.01	$350,156.04	$243,240.44	0.00	$3,796,093.61
045860	DELTA DENTAL INS-ISF SELF INS	$459.99	$0.36	$0.00	0.00	$460.35
045870	IFS FREEDOM DENTAL	$381,983.57	$41,905.66	$19,921.10	0.00	$403,968.13
045880	LOCAL ADVANTAGE DENTAL	$0.00	$0.00	$0.00	0.00	$0.00
045900	LOCAL ADVANTAGE PLUS DENTAL	$1,167,119.58	$85,360.75	$3,460.66	0.00	$1,249,019.67
045920	LOCAL ADVANTAGE BLYTHE DENTAL	$41,037.42	$2,653.51	$146.37	0.00	$43,544.56
045960	LIABILITY INSURANCE FUND	$37,247,893.55	$44,134.11	$1,968,607.78	0.00	$35,323,419.88
045980	PUBLIC FACILITIES-CDM-RSA-49	$0.00	$0.00	$0.00	0.00	$0.00
046000	MALPRACTISE INS I.S.F.	$20,828,144.63	$20,447.32	$2,038,152.08	0.00	$18,810,439.87
046020	PROPERTY INSUANCE - ISF	$796,424.07	$0.00	$11,950.21	0.00	$784,473.86
046040	SAFETY LOSS CONTROL ISF	$904,312.03	$1,622,562.21	$138,332.00	0.00	$2,388,542.24
046060	DISABILITY INCOME INS I.	$1,264,814.16	$228,403.32	$315,198.20	0.00	$1,178,019.28
046080	UNEMPLOYMENT INSURANCE I.	$2,564,967.73	$374,013.96	$1,447,809.78	0.00	$1,491,171.91
046100	WORKERS COMP BENEFITS	$103,214,705.84	$386,752.86	$3,344,320.08	0.00	$100,257,138.62
046120	OCCUPATIONAL HEALTH/WELLNESS	$796,789.26	$1,160,830.00	$248,253.61	0.00	$1,709,365.65
047000	TEMPORARY ASSISTANCE POOL	$2,488,334.56	$524,615.04	$732,964.21	0.00	$2,279,985.39
048000	HYDROLOGICAL SERVICES	$11,154.41	$65,530.07	$72,765.35	0.00	$3,919.13
048020	GARAGE/FLEET OPERATIONS	$1,917,527.85	$571,108.42	$175,901.84	0.00	$2,312,734.43
048040	PROJECT MAINTENANCE OPERATIONS	$323,526.51	$77,817.63	$26,016.90	0.00	$375,327.24
048060	MAPPING SERVICES	$820,790.64	$38,808.34	$62,697.35	0.00	$796,901.63
048080	DATA PROCESSING	$2,198,612.76	$180,966.02	$232,166.66	0.00	$2,147,412.12
048100	PHOTOGRAPHY	$0.00	$0.00	$0.00	0.00	$0.00
048101	FLOOD, COUNTY FLIGHT PHOTO	$0.00	$0.00	$0.00	0.00	$0.00
050000	DEFINED BENEFIT PLAN	$19,551,198.61	$141,776.13	$818,431.63	0.00	$18,874,543.11
051000	SALTON SEA AUTHORITY	$3,688.96	$0.00	$111.46	0.00	$3,577.50
051005	ABANDONED VEHICLE ABATEMENT	$1,727,862.07	$1,844.43	$0.00	0.00	$1,729,706.50
051010	SALTON SEA AUTHORITY	$3,970.11	$7.95	$0.00	0.00	$3,978.06
051015	ALVORD DRAINAGE	$332.91	$0.34	$0.00	0.00	$333.25
051020	BANNING UNION HIGH SCHOOL	$12,728.80	$12.94	$0.00	0.00	$12,741.74
051025	BANNING UNION HIGH SCHOOL	$711,455.69	$767.88	$43,635.91	0.00	$668,587.66
051030	BANNING LIBRARY ACO	$455,440.38	$462.73	$40,000.00	0.00	$415,903.11
051035	BEAUMONT-CHERRY VALLEY R	$50,495.18	$52.24	$42,559.43	0.00	$7,987.99
051040	ELSINORE MURRIETA ANZA S	$0.00	$0.00	$0.00	0.00	$0.00
051045	BEAUMONT CVDEFERRED COMP	$0.00	$0.00	$0.00	0.00	$0.00
051050	BEAUMONT REC/PARK	$0.00	$0.00	$0.00	0.00	$0.00

Fund	Fund Name	Balance Forward	Total Debits	Total Credits	Investments	Total
051055	BEAUMONT LIBRARY	$762,591.09	$45,321.57	$92,505.68	0.00	$715,406.98
051060	BEAUMONT LIBRARY ACO	$269,847.99	$284.58	$0.00	0.00	$270,132.57
051070	COACHELLA VALLEY FIRE PR	$211,015.39	$192.15	$0.00	0.00	$211,207.54
051075	COACHELLA SANITARY DEBT	$115.73	$0.11	$0.00	0.00	$115.84
051080	COACHELLA VALLEY REGIONAL AIRP	$40,666.20	$23.63	$150.00	0.00	$40,539.83
051085	COACHELLA VALLEY CEMETERY	$3,000.00	$0.00	$0.00	0.00	$3,000.00
051090	ENDOWMENT CARE FUND	$0.00	$0.00	$0.00	0.00	$0.00
051095	COACHELLA VALLEY CEM PRE-NEEDS	$0.00	$0.00	$0.00	0.00	$0.00
051100	COACHELLA VALLEY PUBLIC	$1,061,793.19	$55,462.04	$207,208.43	0.00	$910,046.80
051105	ACCUMULATIVE CAPITAL OUTLAY.	$480,876.83	$488.72	$0.00	0.00	$481,365.55
051110	CV MOSQ ABATE DEF COMP	$0.00	$0.00	$0.00	0.00	$0.00
051115	COACHELLA VALLEY MOSQUIT	$5,391,497.52	$5,398.60	$0.00	0.00	$5,396,896.12
051120	COACHELLA VAL PUB CEMETERY	$0.00	$0.00	$0.00	0.00	$0.00
051125	COACHELLA VALLEY PARK	$110,037.96	$33.38	$109,000.00	0.00	$1,071.34
051135	COACH VAL ASSOC OF GOVT	$25,840,257.52	$1,466,748.51	$1,127,229.57	0.00	$26,179,776.46
051140	C-VAG BOND ADVANCES	$0.00	$0.00	$0.00	0.00	$0.00
051145	CVAG-RSVP-ACTION	$338,534.54	$344.06	$0.00	0.00	$338,878.60
051150	CVRCD DEFERRED COMPENSATION	$0.00	$0.00	$0.00	0.00	$0.00
051155	DESERT HOSP DEBT SVS	$79,817.31	$81.12	$0.00	0.00	$79,898.43
051160	EDGEMONT COMMUNITY SERVICE	$2,320,664.05	$127,667.35	$15,861.15	0.00	$2,432,470.25
051165	EDGEMONT COMM SERV DIST	$74,904.77	$82.43	$3,400.74	0.00	$71,586.46
051170	EDGEMONT COMM SERVICES A	$2,791,496.63	$2,840.15	$17,070.00	0.00	$2,777,266.78
051175	ELSINORE VALLEY CEMETERY	$249,166.98	$5,709.04	$55,922.35	0.00	$198,953.67
051180	ELSINORE VALL CEM-ENDOW	$20,896.24	$689.51	$0.00	0.00	$21,585.75
051185	HAZARDOUS WASTE MGT AUTH	$108,659.48	$110.43	$0.00	0.00	$108,769.91
051190	HEMET VALLEY HOSP	$136,866.65	$139.10	$0.00	0.00	$137,005.75
051195	JURUPA AREA REC & PARK	$303,415.83	$257.23	$0.00	0.00	$303,673.06
051200	JURUPA AREA REC & PARK A	$0.00	$0.00	$0.00	0.00	$0.00
051205	JURUPA COMM SVS	$0.00	$0.00	$0.00	0.00	$0.00
051210	JURUPA COMMSVS DIST IMP#	$100,920.54	$102.71	$0.00	0.00	$101,023.25
051215	LOCAL AGENCYFORMATION COMMISSI	$730,891.35	$42,687.59	$81,057.96	0.00	$692,520.98
051220	LOCAL TRANSPORTATION FUND	$54,504,923.42	$3,889,084.99	$501,576.57	0.00	$57,892,431.84
051225	MARCH JOINT POWERS RED. AGENCY	$65,350.00	$66.41	$0.00	0.00	$65,416.41
051230	MENIFEE LMD 88-1	$5,244.24	$26.57	$0.00	0.00	$5,270.81
051235	MURRIETA CEMETERY	$101,251.12	$10,234.63	$19,202.49	0.00	$92,283.26
051240	MURRIETA VALLEY CEMETERY	$238,960.45	$242.86	$0.00	0.00	$239,203.31
051245	MURRIETA CEMETERY END CA	$250,365.09	$4,248.36	$0.00	0.00	$254,613.45

Fund	Fund Name	Balance Forward	Total Debits	Total Credits	Investments	Total
051250	NORTHWEST MOSQUITO ABATE	$1,655,174.36	$1,682.19	$0.00	0.00	$1,656,856.55
051255	NORTHWEST MOSQUITO ABATE	$3,595,693.64	$16,255.82	$176,028.05	0.00	$3,435,921.41
051260	PALM SPRINGS CEMETERY EN	$132,886.94	$11,029.28	$0.00	0.00	$143,916.22
051265	PALM SPRINGS CEMETERY PRE-NEED	$77,570.35	$5,772.93	$0.00	0.00	$83,343.28
051270	PALM SPRINGS PUBLIC CEMETERY	$115,165.20	$26,738.62	$71,814.07	0.00	$70,089.75
051275	PALM SPRINGS CEMETERY AC	$153,274.57	$11,491.58	$3,762.40	0.00	$161,003.75
051280	PALO VERDE CEMETERY	$70,371.20	$70.45	$2,227.29	0.00	$68,214.36
051285	PALO VERDE CEM ENDOW CAR	$56,595.06	$896.46	$0.00	0.00	$57,491.52
051290	PALO VERDE SOIL CONS	$23,435.79	$23.82	$0.00	0.00	$23,459.61
051295	PALO VERDE VALLEY LIBRARY	$574,295.44	$2,015.84	$19,759.64	0.00	$556,551.64
051300	PALO VERDE VALLEY TRANSI	$167.46	$0.17	$0.00	0.00	$167.63
051305	JURUPA R& PARK INPACTION FEES	$1,053,907.04	$1,071.11	$0.00	0.00	$1,054,978.15
051310	PERRIS VALLEY CEMETERY	$408,302.57	$808.27	$1,288.47	0.00	$407,822.37
051315	PERRIS VALLEY CEMETERY D	$370,510.84	$387.53	$0.00	0.00	$370,898.37
051320	RIV CO TRANSPORTATION CO	$382,979,988.35	$10,201,386.52	$9,567,166.93	0.00	$383,614,207.94
051321	RCTC BONDS RESERVE	$13,291,827.32	$13,528.14	$13,291,827.32	0.00	$13,528.14
051325	BEAUMONT LIBRARY LITERACY PROG	$31,135.74	$531.64	$0.00	0.00	$31,667.38
051330	REGIONAL ACCESS PROJECT	$227,147.36	$230.86	$0.00	0.00	$227,378.22
051335	RIV COUNTY HABITAT CONS AGENCY	$7,967,689.50	$13,574.18	$99,842.20	0.00	$7,881,421.48
051336	PURCH OF MITIGATION HABITAT	$52,499.28	$53.36	$0.00	0.00	$52,552.64
051337	LAKE SKINNER SKR RES MGT END.	$1,252,884.75	$1,230.07	$0.00	0.00	$1,254,114.82
051338	SYCAMORE CANYON SKR RES MGT EN	$1,099,993.62	$1,074.70	$0.00	0.00	$1,101,068.32
051339	MOTTE RIMROCK RESERVE	$678,070.13	$663.13	$0.00	0.00	$678,733.26
051340	WESTERN RIV COUNTY MHSCP	$0.00	$0.00	$0.00	0.00	$0.00
051341	Lake Mathews Wasting Endowment	$6,576,311.77	$6,596.96	$0.00	0.00	$6,582,908.73
051350	CV CONSERVATION COMMISSION	$2,341,762.56	$31,262.29	$0.00	0.00	$2,373,024.85
051360	LAW LIBRARY	$3,490,236.37	$209,197.84	$168,467.05	0.00	$3,530,967.16
051365	LAW LIBRARY TRUST FUND-GIFTS	$0.00	$0.00	$0.00	0.00	$0.00
051370	RUBIDOUX COMM SVS DEBT S	$471.72	$0.48	$0.00	0.00	$472.20
051375	SAN JACINTO VALLEY CEMETERY	$119,614.62	$38,106.09	$59,382.50	0.00	$98,338.21
051380	SAN JACINTO CEM PRE-NEED	$20,818.08	$6,688.29	$0.00	0.00	$27,506.37
051385	SAN JACINTO VLLY ACO	$2,012.76	$604.03	$0.00	0.00	$2,616.79
051390	SAN JACINTO VAL CEM-END	$28,756.71	$6,104.86	$0.00	0.00	$34,861.57
051395	SUMMIT CEMETERY DISTRICT ACO	$261,833.08	$266.12	$0.00	0.00	$262,099.20
051400	SUMMIT CEMETERY DISTRICT	$872,800.05	$20,057.83	$94,015.00	0.00	$798,842.88
051405	SUMMIT CEMETERY DIST ENDOWMNT	$654,122.57	$4,561.97	$0.00	0.00	$658,684.54
051410	SUMMIT CEMETERY DIST MELLOR	$8,966.56	$9.12	$0.00	0.00	$8,975.68

Fund	Fund Name	Balance Forward	Total Debits	Total Credits	Investments	Total
051415	SUMMIT CEMETERY DIST PRE-NEEDS	$213,134.79	$1,414.80	$0.00	0.00	$214,549.59
051420	SUMMIT CEMETERY DIST - STEWART	$28,314.15	$28.77	$0.00	0.00	$28,342.92
051425	TEMECULA PUBLIC CEMETERY	$481,359.35	$15,293.61	$24,699.63	0.00	$471,953.33
051430	TEMECULA CEM PERS/457 PROG.	$6,528.00	$0.00	$184.00	0.00	$6,344.00
051435	TEMECULA CEM ENDOW CARE	$1,260,101.75	$11,272.10	$0.00	0.00	$1,271,373.85
051440	TEMECULA CEMETERY ACO	$2,235,323.62	$2,275.74	$0.00	0.00	$2,237,599.36
051445	VALLEY SANITARY DISTRICT	$8.56	$0.00	$0.00	0.00	$8.56
051450	VALLEY WIDE DEFERRED COMP.	$0.00	$0.00	$0.00	0.00	$0.00
051455	VALLEY WIDE DEFERRED COMPENSAT	$0.00	$0.00	$0.00	0.00	$0.00
051460	VALLEY WIDE REC & PARK	$92,576.43	$169.60	$0.00	0.00	$92,746.03
051465	VALLEY WIDE REGIONAL PARK	$0.00	$0.00	$0.00	0.00	$0.00
051470	VAN HORN REGIONAL TREATMENT	$459,875.17	$9,225.03	$0.00	0.00	$469,100.20
051475	CFFC PROP 10	$43,727.62	$27,971.36	$72,190.92	0.00	($491.94)
051480	WESTERN RIV COUNCIL OF GOVTS.	$5,113,531.65	$130,268.32	$354,923.67	0.00	$4,888,876.30
051485	WILDOMAR CEMETERY	$574,691.73	$4,702.04	$28,351.94	0.00	$551,041.83
051490	WILDOMAR CEM-DISTRICT-DEFERRED	$89.00	$0.00	$0.00	0.00	$89.00
051495	WILDOMAR CEMETERY ENDOWM	$77,908.43	$1,878.11	$0.00	0.00	$79,786.54
051500	CALTRANS, WRCG	$323.85	$0.33	$0.00	0.00	$324.18
051505	L T F	$974,118.38	$990.02	$0.00	0.00	$975,108.40
051510	RCHCA	$11.49	$0.00	$0.00	0.00	$11.49
051515	SUPERIOR COURT GRANTS	$0.00	$0.00	$0.00	0.00	$0.00
051520	MCCOY WASH FLOOD CONTROL DIST	$133,534.01	$135.59	$0.00	0.00	$133,669.60
051525	ASSMT DIST 4-3 S&R RESERVE	$0.00	$0.00	$0.00	0.00	$0.00
051530	ASSMT DIST 4-3 S&R REDEMPTION	$0.00	$0.00	$0.00	0.00	$0.00
051535	ASSMT DIST 4-3 ADMN	$0.00	$0.00	$0.00	0.00	$0.00
051540	HURKEY CREEK PARK	$0.00	$0.00	$0.00	0.00	$0.00
051541	HISTORICAL COMMISION TR	$0.00	$0.00	$0.00	0.00	$0.00
051550	LAW LIBRARY BLDG FD	$3,056,078.16	$28,318.59	$845.34	0.00	$3,083,551.41
051555	TREAS CT ORD DEP -INT B	$0.00	$0.00	$0.00	0.00	$0.00
051560	IODINE SPRINGS MITIGATION FUND	$396,965.10	$403.45	$0.00	0.00	$397,368.55
051570	TUMF	$114,591,887.76	$2,944,494.96	$3,942,081.86	0.00	$113,594,300.86
051575	VITAL STATS-SUPERIOR COURT	$0.00	$0.00	$0.00	0.00	$0.00
051580	SUPERIOR COURT STATE	$0.00	$0.00	$0.00	0.00	$0.00
051585	COURT CONVERSION	$0.00	$0.00	$0.00	0.00	$0.00
051590	SMALL CLAIM ADVISOR	$0.00	$0.00	$0.00	0.00	$0.00
051595	2%AUTOMATION	$0.00	$0.00	$0.00	0.00	$0.00
051600	COURT CONCILIATION	$0.00	$0.00	$0.00	0.00	$0.00

Fund	Fund Name	Balance Forward	Total Debits	Total Credits	Investments	Total
051605	COURT REIMBURSEMENT	$0.00	$0.00	$0.00	0.00	$0.00
051610	UNCLAIMED ACCTS-REST	$0.00	$0.00	$0.00	0.00	$0.00
051615	JURY FEES	$0.00	$0.00	$0.00	0.00	$0.00
051620	ALTERNATE DISPUTE RESOLUTION	$0.00	$0.00	$0.00	0.00	$0.00
051625	SUPERIOR COURT	$0.00	$0.00	$0.00	0.00	$0.00
051630	WEST RIV CO REG CONS AUTH	$12,043,643.19	$910,027.51	$459,939.30	0.00	$12,493,731.40
051631	MSHCP ADAPTIVE MGMT ENDOWMENT	$0.01	$0.00	$0.00	0.00	$0.01
051632	BURRROWING OWL DONATIONS	$103,726.88	$105.52	$1,325.00	0.00	$102,507.40
051635	FRIENDS OF C.V. ANIMAL CAMPUS	$0.00	$0.00	$0.00	0.00	$0.00
051640	CIVIL JURY	$0.00	$0.00	$0.00	0.00	$0.00
051645	UNALLOWABLE RETRIAL SVS	$0.00	$0.00	$0.00	0.00	$0.00
051650	FINANCILA SVSS	$0.00	$0.00	$0.00	0.00	$0.00
051655	GRAND JURY	$0.00	$0.00	$0.00	0.00	$0.00
051660	CWA DUES	$0.00	$0.00	$0.00	0.00	$0.00
051665	CHILDRENS WAITING ROOM FUND	$0.00	$0.00	$0.00	0.00	$0.00
051670	2008 S WEST COMM FINAN AUTHOR	$0.00	$0.00	$0.00	0.00	$0.00
051680	2008 A SOUTHWEST COMM FINANCIN	$0.00	$0.00	$0.00	0.00	$0.00
051690	JURUPA COMM SERVICES DISTRICT	$0.00	$0.00	$0.00	0.00	$0.00
051700	L & LMD MENIFEE	$0.00	$315.43	$766.77	0.00	($451.34)
051701	L & LMD NO 89-1-C ZN 3 MENIFEE	$119,114.67	$7,527.69	$62,034.88	0.00	$64,607.48
051702	L&LMD NO 89-1-C ZN 25 MENIFEE	$650,367.80	$5,354.80	$10,191.28	0.00	$645,531.32
051703	L&LMD NO 89-1-C ZN 27 MENIFEE	$41,607.04	$1,411.06	$3,593.91	0.00	$39,424.19
051704	L & LMD NO 89-1-C ZN 37 MENIFE	$117,221.22	$1,541.84	$7,331.69	0.00	$111,431.37
051705	L&LMD NO 89-1-C ZN 38 MENIFEE	$62,328.76	$1,101.93	$11,452.81	0.00	$51,977.88
051706	L&LMD NO 89-1-C ZN 44 MENIFEE	$75,000.00	$1,488.65	$2,987.08	0.00	$73,501.57
051707	L&LMD NO 89-1-C ZN 47 MENIFEE	$37,829.60	$1,215.98	$2,935.01	0.00	$36,110.57
051708	L&LMD NO 89-1-C ZN 49 MENIFEE	$5,439.58	$16.39	$28.46	0.00	$5,427.51
051709	L&LMD NO 89-1-C ZN 60 MENIFEE	$239,055.71	$1,256.62	$2,322.70	0.00	$237,989.63
051710	L&LMD NO 89-1-C ZN 63 MENIFEE	$55,182.14	$36.21	$28.46	0.00	$55,189.89
051711	L&LMD NO 89-1-C ZN 69 MENIFEE	$76,223.32	$561.00	$6,280.67	0.00	$70,503.65
051712	L&LMD NO 89-1-C ZN 76 MENIFEE	$61,083.33	$24.34	$0.00	0.00	$61,107.67
051713	L&LMD NO 89-1-C ZN 77 MENIFEE	$0.00	$14.23	$28.46	0.00	($14.23)
051714	L&LMD NO 89-1-C ZN 81 MENIFEE	$107,755.95	$57.17	$28.46	0.00	$107,784.66
051715	L&LMD NO 89-1-C ZN 113 MENIFEE	$5,258.06	$16.33	$156.61	0.00	$5,117.78
051716	L&LMD NO 89-1-C ZN 114 MENIFEE	$980.91	$14.62	$28.46	0.00	$967.07
051717	L&LMD NO 89-1-C ZN 117 MENIFEE	$10,276.43	$18.33	$28.46	0.00	$10,266.30
051718	L&LMD NO 89-1-C ZN 118 MENIFEE	$4,504.07	$16.23	$28.88	0.00	$4,491.42

Fund	Fund Name	Balance Forward	Total Debits	Total Credits	Investments	Total
051719	L&LMD NO 89-1-C ZN 121 MENIFEE	$0.00	$0.00	$0.00	0.00	$0.00
051720	L&LMD NO 89-1-C ZN 129 MENIFEE	$0.00	$0.00	$0.00	0.00	$0.00
051721	L&LMD NO 89-1-C ZN 130 MENIFEE	$0.00	$0.00	$0.00	0.00	$0.00
051722	L&LMD NO 89-1-C ZN 1 MENIFEE	$696.42	$0.28	$0.00	0.00	$696.70
051723	L&LMD NO 89-1-C ZN 6 MENIFEE	$1,054.42	$0.42	$0.00	0.00	$1,054.84
051724	L&LMD NO 89-1-C ZN 8 MENIFEE	$1,016.32	$0.40	$0.00	0.00	$1,016.72
051725	L&LMD NO 89-1-C ZN 23 MENIFEE	$818.16	$0.33	$0.00	0.00	$818.49
051726	L&LMD NO 89-1-C STL ZN 24 MENI	$635.25	$0.25	$0.00	0.00	$635.50
051727	L&LMD NO 89-1-C STL ZN 28 MENI	$537.95	$0.22	$0.00	0.00	$538.17
051728	L&LMD NO 89-1-C STL ZN 32 MENI	$2,278.12	$0.90	$0.00	0.00	$2,279.02
051729	L&LMD NO 89-1-C STL ZN 34 MENI	$806.23	$0.33	$0.00	0.00	$806.56
051730	L&LMD NO 89-1-C STL ZN 49 MENI	$651.76	$0.26	$0.00	0.00	$652.02
051731	L&LMD NO 89-1-C STL ZN 51 MENI	$757.26	$0.30	$0.00	0.00	$757.56
051732	L&LMD NO 89-1-C STL ZN 79 MENI	$2,663.43	$0.64	$0.00	0.00	$2,664.07
051733	L&LMD NO 89-1-C STL ZN 80 MENI	$923.74	$0.40	$129.03	0.00	$795.11
051734	L&LMD NO 89-1-C STL ZN 83 MENI	$662.56	$0.26	$0.00	0.00	$662.82
051735	L&LMD NO 89-1-C STL ZN 84 MENI	$662.65	$0.26	$0.00	0.00	$662.91
051736	L&LMD NO 89-1-C STL ZN 87 MENI	$0.00	$0.00	$0.00	0.00	$0.00
051737	L&LMD NO 89-1-C STL ZN 90 MENI	$0.00	$0.00	$0.00	0.00	$0.00
051738	L&LMD NO 89-1-C STL ZN 92 MENI	$0.00	$0.00	$0.00	0.00	$0.00
051770	L & LD WILDOMAR	$0.00	$0.00	$210.29	0.00	($210.29)
051771	L & LMD NO 89-1-C ZONE 3 WILD	$43,002.38	$19.44	$19,776.26	0.00	$23,245.56
051772	L&LMD NO 89-1-C ZONE 29 WILDMR	$5,781.28	$2.34	$541.49	0.00	$5,242.13
051773	L&LMD NO 89-1-C ZONE 30 WILDMR	$25,633.52	$10.62	$3,387.72	0.00	$22,256.42
051774	L&LMD NO 89-1-C ZONE 42 WILDMR	$59,721.31	$24.20	$3,691.86	0.00	$56,053.65
051775	L&LMD NO 89-1-C ZN 51 WILDOMAR	$16,736.40	$6.75	$838.64	0.00	$15,904.51
051776	L&LMD NO 89-1-C ZN 52 WILDOMAR	$85,115.44	$33.98	$2,905.72	0.00	$82,243.70
051777	L&LMD NO 89-1-C ZN 59 WILDOMAR	$10,674.91	$4.25	$32.75	0.00	$10,646.41
051778	L&LMD NO 89-1-C ZN 62 WILDOMAR	$44,729.02	$17.83	$6.83	0.00	$44,740.02
051779	L&LMD NO 89-1-C ZN 67 WILDOMAR	$18,901.68	$7.53	$6.83	0.00	$18,902.38
051780	L&LMD NO 89-1-C ZN 71 WILDOMAR	$14,711.56	$5.92	$1,237.49	0.00	$13,479.99
051781	L&LMD NO 89-1-C ZN 90 WILDOMAR	$42,270.56	$16.85	$6.83	0.00	$42,280.58
051782	L&LMD NO 89-1-C ZN 18 WILDOMAR	$1,096.83	$0.43	$0.00	0.00	$1,097.26
051783	L&LMD NO 89-1-C ZN 26 WILDOMAR	$2,520.99	$1.01	$0.00	0.00	$2,522.00
051784	L&LMD NO 89-1-C ZN 27 WILDOMAR	$4,138.98	$1.65	$0.00	0.00	$4,140.63
051785	L&LMD NO 89-1-C ZN 35 WILDOMAR	$1,273.46	$0.50	$0.00	0.00	$1,273.96
051786	L&LMD NO 89-1-C STL ZN 50 WILD	$439.17	$0.18	$0.00	0.00	$439.35

Fund	Fund Name	Balance Forward	Total Debits	Total Credits	Investments	Total
051787	L&LMD NO 89-1-C STL ZN 70 WILD	$1,531.64	$0.61	$0.00	0.00	$1,532.25
051788	L&LMD NO 89-1-C STL ZN 71 WILD	$239.75	$0.10	$0.00	0.00	$239.85
051789	L&LMD NO 89-1-C STL ZN 73 WILD	$1,148.51	$0.45	$0.00	0.00	$1,148.96
051790	L&LMD NO 89-1-C STL ZN 88 WILD	$0.00	$0.00	$0.00	0.00	$0.00
052000	RCA Donor Endowments	$0.00	$0.00	$0.00	0.00	$0.00
052001	DR Horton Endowment	$18,230.33	$18.53	$0.00	0.00	$18,248.86
052002	Elsinore LKVW Amberhill Endow	$52,327.82	$53.18	$0.00	0.00	$52,381.00
052003	Elsinore Lakeview Est #2 Endow	$116,024.80	$117.92	$0.00	0.00	$116,142.72
052004	Richmond Amer Homes Endowment	$15,160.47	$15.41	$0.00	0.00	$15,175.88
052005	BFW Corona Endowment	$4,485.16	$4.56	$0.00	0.00	$4,489.72
052006	Southshore Endowment	$34,352.58	$34.91	$0.00	0.00	$34,387.49
052007	Emerald Meadows Endowment	$12,507.59	$12.71	$0.00	0.00	$12,520.30
052008	Teledyne/Trans Dept Endowment	$268,640.85	$273.03	$0.00	0.00	$268,913.88
052009	TET SEDCO HILLS ENDOWMENT	$265,993.87	$270.50	$0.00	0.00	$266,264.37
052200	RDA 2004 TAX ALLOC HOUSING BON	$1,270,135.03	$14.06	$968,043.57	0.00	$302,105.52
052210	RDA 2004 TARB SERIES E I-215	$901,031.62	$9.97	$145,670.29	0.00	$755,371.30
052220	RDA 2004 NON HSG RESERVE I-86	$1,627,500.00	$18.02	$0.00	0.00	$1,627,518.02
052230	RDA 2004 NON HSG RESERVE MCPA	$532,303.31	$5.89	$0.00	0.00	$532,309.20
052240	RDA 2004 NON HSG RESERVE I-215	$1,617,029.42	$17.90	$0.00	0.00	$1,617,047.32
052250	RDA 2005 NON HSG RESERVE I-86	$1,766,138.33	$19.55	$0.00	0.00	$1,766,157.88
052260	RDA 2005 NON HSG RESERVE MCPA	$692,334.56	$7.66	$0.00	0.00	$692,342.22
052270	RDA 2005 NON HSG RESERVE I-215	$1,444,226.19	$15.99	$0.00	0.00	$1,444,242.18
052280	RDA 2006 TARB SERIES B (JVPA)	$55,525,725.36	$614.62	$2,183,570.73	0.00	$53,342,769.25
052290	RDA 2006 TARB SERIES D (DCPA)	$55,035,991.08	$609.21	$4,220,250.24	0.00	$50,816,350.05
052300	RDA 2006 TARB SERIES E (I-215)	$30,037,379.74	$332.49	$0.00	0.00	$30,037,712.23
052310	RDA 2006 TARB SERIES A (1-86)	$21,881,719.38	$242.21	$0.00	0.00	$21,881,961.59
052320	RDA 2006 TARB SERIES C (MCPA)	$11,685,815.13	$129.35	$0.00	0.00	$11,685,944.48
054000	RIV CO SCHOOLS CLEARING ACCOUN	$29,816,160.57	$398,802,957.77	$422,214,604.80	0.00	$6,404,513.54
054005	SCHOOL CLEARING	$0.00	$0.00	$0.00	0.00	$0.00
054010	SCHOOL CLEARING	$0.00	$0.00	$0.00	0.00	$0.00
054015	RIV CO SCHOOLS ERAS	$2,252,797.34	$6,957.76	$47,521.27	0.00	$2,212,233.83
055000	CORONA/NORCO SCH CLEARING	$4,749,727.78	$38,042,302.76	$43,051,013.89	0.00	($258,983.35)
055005	CORONA-NORCO SCHOOL A WARRANTS	$5,381,915.15	$23,736,413.01	$6,437,014.58	0.00	$22,681,313.58
055010	CORONA NORCO SCHOOL B WARRANTS	$9,336,222.99	$9,866,390.88	$14,790,125.64	0.00	$4,412,488.23
055015	INLAND EMPIRE HEALTH PLAN	$15,064,242.01	$32,020,441.35	$38,100,000.00	0.00	$8,984,683.36
055020	IEHP HEALTH ACCESS	$5,379,103.53	$4,576.42	$0.00	0.00	$5,383,679.95
055100	MORENO VALLEY SCHOOL CLEARING	$1,219,916.02	$2,626,922.90	$3,846,838.62	0.00	$0.30

Riverside County

Fund Summary Report

10/1/09 - 10/31/09

Fund	Fund Name	Balance Forward	Total Debits	Total Credits	Investments	Total
055105	MORENO VALLEY PAYROLL CLEARING	$10,513,309.69	$11,272,317.33	$11,165,415.69	0.00	$10,620,211.33
055110	MORENO VALLEY VENDOR CLEARING	$1,501,685.23	$11,349,166.18	$11,373,672.57	0.00	$1,477,178.84
060000	WELFARE-DEPENDENT CHILDREN	$62,726.88	$62,730.84	$60,043.93	0.00	$65,413.79
060005	VICTIMS EMERGENCY FUND	$65,032.19	$66.33	$12,500.00	0.00	$52,598.52
060010	HEALTH DEPT COMMUNITY DO	$6,507.28	$0.00	$0.00	0.00	$6,507.28
060015	PUB GUARD CONSERVATEE BU	$299,826.91	$316.53	$2,971.58	0.00	$297,171.86
060020	PUBLIC GUARDIAN CONSERVA	$6,378,074.28	$6,482.04	$0.00	0.00	$6,384,556.32
060025	CO CHILDRENS TR AB 636 & 29	$2,414,617.99	$35,844.93	$0.00	0.00	$2,450,462.92
060030	APS SUB-PAYEE REP	$46,138.89	$18,528.96	$27,266.05	0.00	$37,401.80
060040	DPSS EXCESS PASSON CHLD SUP	$304,638.15	$4,321.71	$0.00	0.00	$308,959.86
060100	FLOOD STOP NOTICES	$2,310.79	$0.00	$0.00	0.00	$2,310.79
060105	SAMP GRANT ADMINISTRATION	$24,648.51	$25.05	$0.00	0.00	$24,673.56
060110	SPECIALSUBDIVISION TRUST	$2,982,701.97	$3,033.19	$7,981.39	0.00	$2,977,753.77
060115	BRADLEY ROAD #4-5 REDEMPTION	$0.73	$0.00	$0.73	0.00	$0.00
060120	SAN JACINTO #4-2 REDEMPTION	$0.00	$0.00	$0.00	0.00	$0.00
060125	ZONE 3- BENEFIT ASSESSMENT	$4.57	$0.00	$0.00	0.00	$4.57
065000	APPORTIONED TAXES CLEARI	$24,511.94	$0.00	$0.00	0.00	$24,511.94
065001	HEALTH NET HEALTH	$0.00	$0.00	$0.00	0.00	$0.00
065002	KAISER PERMANENTE HEALTH	$2,158,045.63	$2,290,144.99	$2,327,264.28	0.00	$2,120,926.34
065003	PACIFICARE HEALTH	$46,033.27	$77,464.48	$89,400.25	0.00	$34,097.50
065004	KATRINA DISATER RELIEF	$58.12	$0.06	$0.00	0.00	$58.18
065005	CSA 152 RIVERSIDE STORMWATER	$242,192.37	$243.41	$0.00	0.00	$242,435.78
065006	BLUE SHIELD HMO	$3,445,091.28	$3,171,166.74	$3,193,475.39	0.00	$3,422,782.63
065007	BLUE SHIELD PPO	$293,260.85	$223,698.67	$230,054.28	0.00	$286,905.24
065008	SCAN HEALTH	$1,027.32	$4,484.38	$5,459.76	0.00	$51.94
065010	PROPERTY TAXES CURRENT S	$6,578,273.67	$319,449.81	$4,149,674.09	0.00	$2,748,049.39
065020	AUDITOR IRS BACKUP WITHHOLDING	$1,003.14	$0.00	$0.00	0.00	$1,003.14
065025	SUPPLEMENTAL LAW ENF. SVS FUND	$0.00	$0.00	$0.00	0.00	$0.00
065030	DEBT SERVICE CLEARING	$0.00	$0.00	$0.00	0.00	$0.00
065031	PAYROLL RECON CLEARING	($299,125.89)	$0.00	$0.00	0.00	($299,125.89)
065035	DIRECT DEPOSIT CLEARING	$12,172.88	$59,702,394.47	$59,698,739.49	0.00	$15,827.86
065040	MISC TAX	$66,458.93	$0.00	$0.00	0.00	$66,458.93
065045	PARIMUTUAL REVENUE	$62,362.75	$467.94	$31,444.02	0.00	$31,386.67
065050	PAYROLL-MISC ADJUST TRUST	$0.00	$0.00	$0.00	0.00	$0.00
065055	PRIOR SUPP REFUND CLRG	$74,732.29	$81,505.62	$81,505.62	0.00	$74,732.29
065060	LIFE INSURANCE	$119,338.73	$41,578.54	$40,963.44	0.00	$119,953.83
065061	JEFFERSON PILOT INSURANCE	$135,454.86	$186,571.09	$186,228.30	0.00	$135,797.65

Fund	Fund Name	Balance Forward	Total Debits	Total Credits	Investments	Total
065065	DEFERRED COMP INVESTMENT	$2,639.01	$460.00	$0.00	0.00	$3,099.01
065070	CPPC ASSOCIATION DUES	$0.00	$991.59	$991.59	0.00	$0.00
065075	CREDIT UNION-OTHER	$0.00	$0.00	$0.00	0.00	$0.00
065080	CREDIT UNION TRUST	$0.00	$0.00	$0.00	0.00	$0.00
065085	NATIONWIDE DEFERRED COMP	$1,645.49	$2,132,506.65	$2,123,007.71	0.00	$11,144.43
065090	VALIC DEFERRED COMP	$70,115.55	$1,360,825.02	$1,409,075.02	0.00	$21,865.55
065095	EMPLOYEE ASSOCIATION TRUST	$0.00	$240,560.92	$240,560.92	0.00	$0.00
065100	WITHHOLDING TAX TRUST FU	$976.06	$8,615,753.20	$8,614,253.20	0.00	$2,476.06
065105	FED WITHHOLDING TAX-OTHER	$14,741.87	$33,107.95	$30,791.46	0.00	$17,058.36
065110	PERS-HEALTH INSURANCE	$1,070,510.09	$639,322.55	$688,030.58	0.00	$1,021,802.06
065115	MONUMENTAL HEALTH INS	$559.93	$1,953.01	$376.44	0.00	$2,136.50
065120	FLEX SPENDING ACCOUNT	$371,628.97	$207,696.19	$200,533.86	0.00	$378,791.30
065125	LONG TERMDISAB-SHERIFF ASSOC.	$0.00	$54,211.50	$54,211.50	0.00	$0.00
065130	MEDICARE TAX TRUST	($129.19)	$2,416,402.65	$2,416,411.19	0.00	($137.73)
065135	MEDICARE TAX-OTHER	$4,466.05	$8,801.46	$8,877.26	0.00	$4,390.25
065140	O A S D I TRUST	($1,894.03)	$7,045,948.68	$7,045,985.18	0.00	($1,930.53)
065145	O A S D I OTHER	$11,983.36	$20,557.04	$22,588.30	0.00	$9,952.10
065150	OPTICAL INS BLUE CROSS	$136,194.22	$28,960.45	$28,753.01	0.00	$136,401.66
065155	R C D D A ASSOCIATION DU	$0.00	$16,030.00	$16,030.00	0.00	$0.00
065160	RETIREMENT 401A	$118,789.26	$0.00	$0.00	0.00	$118,789.26
065165	RETIREMENT TRUST	$175,999.30	$10,364,767.17	$10,350,382.15	0.00	$190,384.32
065170	RETIREMENT (PERS) OTHER	$0.00	$0.00	$0.00	0.00	$0.00
065175	RSA HEALTH	($17.68)	$2,036,682.32	$2,043,557.32	0.00	($6,892.68)
065176	RSA FLEXIBLE SPENDING ACCOUNT	$0.00	$0.00	$0.00	0.00	$0.00
065180	SHERIFF RELIEF ASSOCIATION	$0.00	$437,489.85	$437,489.85	0.00	$0.00
065185	STATE UNEMPLOYMENT INS T	$922.47	$1,676.67	$1,822.87	0.00	$776.27
065190	STATE WITHHOLDING TAX	$0.00	$3,091,580.09	$3,093,080.09	0.00	($1,500.00)
065195	UNITED FUND TRUST	$0.00	$49,502.02	$49,502.02	0.00	$0.00
065200	U S SAVINGS BONDS TRUST	$33,379.89	$39,154.82	$38,687.50	0.00	$33,847.21
065205	VANPOOL FEES TRUST	$0.00	$0.00	$0.00	0.00	$0.00
065210	VISION PLAN OF AMERICA	$188,177.11	$121,294.26	$114,575.39	0.00	$194,895.98
065215	CONCORDIA PLUS DENTAL	$252,459.15	$264,694.43	$247,021.14	0.00	$270,132.44
065220	UPEC DUES	$0.00	$270,162.33	$270,162.33	0.00	$0.00
065225	LAW ENFORCEMENT MGT UNIT DUES	$0.00	$11,674.34	$11,674.34	0.00	$0.00
065230	PUBLIC DEFENDER DUES	$0.00	$0.00	$0.00	0.00	$0.00
065235	LIUNA PENSION	$0.00	$107,156.57	$107,156.57	0.00	$0.00
065236	LIUNA HEALTH & SAFETY	$0.00	$10,720.12	$10,720.12	0.00	$0.00

Fund	Fund Name	Balance Forward	Total Debits	Total Credits	Investments	Total
065237	SEIU TRAINING FUND	$0.00	$8,154.45	$8,154.45	0.00	$0.00
065240	SEIU PENSION	$0.00	$76,675.64	$76,675.64	0.00	$0.00
065241	REPAYMENT AGREEMENTS	$11,800.87	$5,848.93	$5,004.05	0.00	$12,645.75
065245	REFUNDS ON NEG EXTENSION	$1,199,223.15	$3,045,584.93	$3,066,076.71	0.00	$1,178,731.37
065250	STALE DATED WARRANTS	$0.00	$0.00	$0.00	0.00	$0.00
065255	STATE W/H TAX-OTHER	$4,740.91	$10,379.95	$9,749.37	0.00	$5,371.49
065260	STOP NOTICE FUND-PUBLIC WORKS	$5,693.32	$0.00	$0.00	0.00	$5,693.32
065261	SUPERIOR COURT PAYROLL	$0.00	$0.00	$0.00	0.00	$0.00
065265	ABSTRACT OF JUDGMENT TRU	($1,471.46)	$435,389.31	$430,792.17	0.00	$3,125.68
065266	SERIES I SAVINGS BONDS	$0.00	$0.00	$0.00	0.00	$0.00
065267	LONG TERM CARE	$89.56	$6,768.55	$6,858.11	0.00	$0.00
065268	POST EMPLOYMENT HEALTH SAVINGS	$486.54	$389,336.63	$389,336.63	0.00	$486.54
065269	SPECIAL PAY ACCOUNT	$0.00	$0.00	$0.00	0.00	$0.00
065270	PROPERTY TAX RELIEF	$76,409.56	$0.00	$0.00	0.00	$76,409.56
065271	OPEB	$0.00	$0.00	$0.00	0.00	$0.00
065275	SALES TAX TRUST	$19,009.08	$26,569.37	$13,430.00	0.00	$32,148.45
065280	CURRENT-SECURED-SUPPLEMENTAL	($17,504,378.28)	$8,738,603.96	$3,098,470.63	0.00	($11,864,244.95)
065285	PROPERTY TAXES CURRENT U	$21,567,675.80	$2,059,047.57	$131,794.84	0.00	$23,494,928.53
065290	DELINQUENT MOBILE HM FEE	$66,924.83	$0.00	$0.00	0.00	$66,924.83
065295	PROPERTY TAXES PRIOR UNS	$1,622,803.60	$120,492.02	$369,180.51	0.00	$1,374,115.11
065300	PRIOR YR SECURED SUPPLEM	$15,629,523.08	$5,328,372.69	$8,577,068.92	0.00	$12,380,826.85
065305	RACE HORSE TAX TRUST	$27,464.27	$0.00	$0.00	0.00	$27,464.27
065310	PROPERTY TAXES PRIOR SEC	$63,302,597.28	$14,897,677.92	$0.00	0.00	$78,200,275.20
065311	REFUNDS ON PROPERETY TAX	$430,148.29	$4,253,521.67	$4,253,521.67	0.00	$430,148.29
065315	TAX SALES	$231.00	$0.00	$0.00	0.00	$231.00
065320	HCO FEES BLDG & SAFETY	$17,478.59	$0.00	$0.00	0.00	$17,478.59
065325	CSA 152 BANNING STORMWATER	$41,292.45	$41.98	$0.00	0.00	$41,334.43
065330	CSA 152 CAT CITY STORMWATER	$239.77	$0.24	$0.00	0.00	$240.01
065335	CSA LA QUINTA-STORMWATER	$535.45	$251.57	$0.00	0.00	$787.02
065340	CSA 152 MO VALLEY STORM WATER	$21,267.81	$46.22	$0.00	0.00	$21,314.03
065345	CSA MURIETTA- STORM WATER	$403,231.83	$406.44	$0.00	0.00	$403,638.27
065350	CSA 152 NORCO STORMWATER	$2,065.59	$9.48	$0.00	0.00	$2,075.07
065355	CSA 152-PALM SPRINGS STORMWATE	$568,160.70	$656.09	$0.00	0.00	$568,816.79
065360	CSA 152-RAN MIRAGE STORMWATER	$3,825.01	$35.53	$0.00	0.00	$3,860.54
065365	CSA 152 LK ELSINORE STORM-WATE	$511,284.66	$524.50	$37,566.90	0.00	$474,242.26
065370	CSA 152 STORMWATER SAN JACINTO	$2,817.66	$41.39	$0.00	0.00	$2,859.05
065375	CSA 152 CORONA STORMWATER	$11,471.50	$62.79	$0.00	0.00	$11,534.29

Fund	Fund Name	Balance Forward	Total Debits	Total Credits	Investments	Total
065380	FAMILY SUPPORT CLEARING	$0.00	$0.00	$0.00	0.00	$0.00
065385	MED/PERFORMANCE INCENT. CS	$0.00	$0.00	$0.00	0.00	$0.00
065390	FAMILY SUPPORT-PENDING C	$0.00	$0.00	$0.00	0.00	$0.00
065395	FAMILY SUPPORT REIMBURSE	$0.00	$0.00	$0.00	0.00	$0.00
065400	ANTI-DRUG ABUSE DIST. TRUST FD	$221,708.63	$17,263.91	$162,335.55	0.00	$76,636.99
065405	ANTI-DRUG ABUSE TRUST FUND	$121,853.98	$1,537.98	$0.00	0.00	$123,391.96
065410	ASSET FORFEITURE SPECIAL FUND	$296,049.47	$15,910.88	$40,338.50	0.00	$271,621.85
065415	DA ASSET FOFEITURES	$0.01	$0.00	$0.00	0.00	$0.01
065420	DA SEIZED ASSETS	$0.01	$0.00	$0.00	0.00	$0.01
065425	DA CAMBLIC/MOLLOY TRUST ACCOUN	$0.06	$0.00	$0.00	0.00	$0.06
065430	CFD/ASSESSMENT DIST ADMIN	$495,687.79	$333.01	$0.00	0.00	$496,020.80
065435	COMM DEV HOUSING LOAN FUND	$0.00	$0.00	$0.00	0.00	$0.00
065440	ECONOMIC DEVELOPMENT TRU	$0.00	$0.00	$0.00	0.00	$0.00
065445	CAO REAL ESTATE	$0.00	$0.00	$0.00	0.00	$0.00
065450	COACHELLA VALLEY AIR QUAL.	$843,367.13	$0.00	$74,170.54	0.00	$769,196.59
065455	SBE FILING FEES	$123,993.39	$459.37	$0.00	0.00	$124,452.76
065460	FIRE - ESD EMA	$1,280,237.30	$1,252.00	$309,592.00	0.00	$971,897.30
065465	DOG LICENSE REMITTALS	$85,760.95	$20,837.00	$67.00	0.00	$106,530.95
065470	HEALTH DEPT CLEARING	$71,460.98	$25,287.75	$43,123.90	0.00	$53,624.83
065475	MISSING PERSONS DNA DATA BASE	$3,098.18	$11,118.80	$12,977.00	0.00	$1,239.98
065480	STATE MOBILEHOME PARKS	$28,187.83	$0.00	$0.00	0.00	$28,187.83
065485	MENTAL HEALTH COMM DONAT	$207,474.04	$0.00	$0.00	0.00	$207,474.04
065490	INTERIM ASSISTANCE PROG	$10,648.12	$15,763.87	$0.00	0.00	$26,411.99
065495	PLANNING COMMISION TRUST	$30,397.78	$1,190.00	$3,082.00	0.00	$28,505.78
065500	PROB. ASSET FORFEIT. UNADJ	$0.79	$0.00	$0.00	0.00	$0.79
065505	COACHELLA TASK FORCE	$150,343.49	$122.88	$0.00	0.00	$150,466.37
065510	SHERIFF ASSET FORFEITURE	$513,186.50	$26,082.98	$35,890.21	0.00	$503,379.27
065515	SWCNTF UNAAADJUDICATED CASES	$131,497.94	$9,465.79	$4,799.75	0.00	$136,163.98
065520	RCC UNIT FEES	$48,743.02	$3,377.00	$1,495.00	0.00	$50,625.02
065525	SHERIFF RIV EVIDENCE	$71,960.30	$0.00	$0.00	0.00	$71,960.30
06553	RUTH M KELLY MEM AWARD	$0.00	$0.00	$0.00	0.00	$0.00
065530	DONATIONS/CLIENT USE	$71,447.99	$0.00	$0.00	0.00	$71,447.99
065535	W.C.E.N.T.F. ASSET SEIZURE	$210,888.04	$191.76	$0.00	0.00	$211,079.80
065540	SUPERIOR COURT OF CA-STATE	$11,470.89	$0.00	$0.00	0.00	$11,470.89
065541	MUNI COURT AUTO/CONV. TRUST FD	$0.00	$0.00	$0.00	0.00	$0.00
065542	SMALL CLAIMS ADVISOR FUND	$1,963.43	$0.00	$0.00	0.00	$1,963.43
065543	CONSOLIDATED/COOD SUP/MUNI CTS	$0.00	$0.00	$0.00	0.00	$0.00

Fund	Fund Name	Balance Forward	Total Debits	Total Credits	Investments	Total
065544	SUPERIOR CT CONCILIATION FEES	$0.00	$0.00	$0.00	0.00	$0.00
065545	JURY FEES TRUST SUPERIOR	$0.00	$0.00	$0.00	0.00	$0.00
065550	CITIES AND OTHER COURT CLG.TRI	$0.00	$0.00	$0.00	0.00	$0.00
065555	COURT REIMBURSEMENT REVENUE	$0.00	$0.00	$0.00	0.00	$0.00
065560	PROBATION TRUST	$0.00	$0.00	$0.00	0.00	$0.00
065565	STATE CONTROLLER CLEARING	$232,571.40	$155,281.73	$181,858.55	0.00	$205,994.58
065570	SUPERIOR COURT CLEARING	$1,283.87	$13.68	$0.00	0.00	$1,297.55
065575	CIVIL & CRIMINAL BONDS T	$0.00	$0.00	$0.00	0.00	$0.00
065580	CRIMINAL BONDS SUP COURT	$0.00	$0.00	$0.00	0.00	$0.00
065585	4 YEAR PLAN	$2,306,304.36	$1,362.39	$42,010.69	0.00	$2,265,656.06
065590	CANCELLED AGRICULTURE PR	$3,519,099.50	$0.00	$0.00	0.00	$3,519,099.50
065595	EXCESS PROCEEDS	$7,217,173.80	$0.00	$1,002,142.61	0.00	$6,215,031.19
065600	TAX COLL DEL MOBILE HOME	$1,163,335.13	$32,348.86	$633.73	0.00	$1,195,050.26
065605	TC FOLLOW-UP PREDEPOSIT	$4,464,118.14	$8,560,331.75	$2,458,753.35	0.00	$10,565,696.54
065610	TAX COLL GEN REFUNDS-GEN	$6,544,533.51	$2,405,562.75	$2,683,724.95	0.00	$6,266,371.31
065615	TAX COLLECTOR RETURNED C	($556,086.89)	$1,461,038.79	$197,167.38	0.00	$707,784.52
065620	TAX COLLECTOR PREDEPOSIT	$2,082,019.10	$12,801,437.95	$2,716,714.55	0.00	$12,166,742.50
065625	TAX COLL REDEMPTION INST	$4,077,311.45	$1,191,977.52	$0.00	0.00	$5,269,288.97
065630	TAX COLLECTORS CASH DIFFERENCE	$49,203.35	$0.00	$409.05	0.00	$48,794.30
065635	TC TRACT MAP BOND TRUST	$3,838,827.77	$0.00	$0.00	0.00	$3,838,827.77
065640	TAX COLL UNSECURED PARTI	$5,701,591.62	$226,340.98	$139,070.82	0.00	$5,788,861.78
065645	TAX PAYMENTS CLEARING ACCOUNT	$14,899,003.92	$109,985,628.92	$15,103,100.83	0.00	$109,781,532.01
065650	COUNTY TREASURERS UNAPP	$5,468,814.05	$4,025,134.39	$5,472,184.41	0.00	$4,021,764.03
065655	UNCLAIMED PROP ESCHEATED	$301,353.53	$2,508.36	$0.00	0.00	$303,861.89
065660	UNCLAIMED PROPERTY GENER	$931,065.69	$0.00	$29.72	0.00	$931,035.97
065665	ASBURY ST ASSESSMENT DIST 165	$0.00	$0.00	$0.00	0.00	$0.00
065670	BOX SPRINGS ASSISSMENT	$0.00	$0.00	$0.00	0.00	$0.00
065675	EL CERRITO ASSESS DIST #1	$0.00	$0.00	$0.00	0.00	$0.00
065680	NORTH VILLAGE ASSIS DIST	$0.00	$0.00	$0.00	0.00	$0.00
065685	RANCHO CALIF WATER DIST	$0.00	$0.00	$0.00	0.00	$0.00
065690	ROBIN ROAD AD #166	$0.00	$0.00	$0.00	0.00	$0.00
065695	SO MAIN DIVIDE RD AD #164	$24,665.47	$1,987.38	$0.00	0.00	$26,652.85
065700	VAIL LANE REDEMPTION	$0.00	$0.00	$0.00	0.00	$0.00
065705	STATE PASS THROUGH	$687,895.81	$121,277.98	$337,236.20	0.00	$471,937.59
065710	SUPPORT SVS TRUST FUND	$897,329.74	$50,969.17	$25,031.97	0.00	$923,266.94
065715	WRMD-UNUM LT DISABILITY INS.	$0.00	$0.00	$0.00	0.00	$0.00
065720	SB 910	$239,857.91	$590,004.00	$0.00	0.00	$829,861.91

Fund	Fund Name	Balance Forward	Total Debits	Total Credits	Investments	Total
065725	WELFARE TRUST PROBATION	$0.00	$0.00	$0.00	0.00	$0.00
065730	WELFARE TRUST	$3,306,517.01	$38,563.90	$1,499.96	0.00	$3,343,580.95
065735	EARTHQUAKE SAFETY PROGRAM	$14,614.79	$7,459.99	$19,333.48	0.00	$2,741.30
065740	STATE REGISTRAR OF VITAL	$12,401.30	$22,183.10	$19,534.55	0.00	$15,049.85
065745	A.D.A C.V.N.T.F. TRUST FUND	$257,159.32	$1,319.88	$0.00	0.00	$258,479.20
065750	CVNTS FEDS ADJUDICATED	$180,929.95	$179.16	$0.00	0.00	$181,109.11
065755	INMATE WELFARE-SHERIFF	$8,325,895.72	$177,999.98	$234,882.41	0.00	$8,269,013.29
065760	SWCNTF	$252,388.72	$256.65	$0.00	0.00	$252,645.37
065765	CURR SUPP REFUND CLRG	$20,424.37	$67,762.95	$67,762.95	0.00	$20,424.37
065770	COOPERATIVE EXTENSION PR	$0.00	$0.00	$0.00	0.00	$0.00
065775	SUPPLEMENTAL LAW ENFORCEMENT	$43,228.34	$2,027,054.74	$0.00	0.00	$2,070,283.08
065780	LOCAL LEAD TOBACCO LEAD	$0.00	$0.00	$0.00	0.00	$0.00
065785	DAWALKER TRUST	$0.96	$0.01	$0.00	0.00	$0.97
065790	EASTERN TUMF	$0.00	$0.00	$0.00	0.00	$0.00
065795	COUNTY COUNSEL	$1,597,068.48	$0.00	$62.92	0.00	$1,597,005.56
065800	UNDIST BOND PROCEEDS	$131,076.03	$0.00	$0.00	0.00	$131,076.03
065805	CSA 152 DHS STORMWATER	$45,164.16	$45.73	$22,227.29	0.00	$22,982.60
065810	CUPA FUND	$133,516.66	$122,590.75	$94,109.00	0.00	$161,998.41
065815	CONTRACT CITIES ASSET FORF	$317,341.11	$331.66	$0.00	0.00	$317,672.77
065820	LA QUINTA FIRE	$5,548,840.51	$5,305.15	$0.00	0.00	$5,554,145.66
065825	LONG TERM DISABILITY INS	$1,300,041.77	$160,615.33	$143,832.16	0.00	$1,316,824.94
065835	FISH/GAMES FEE TRUST	$1,043,249.04	$18,353.51	$14,730.75	0.00	$1,046,871.80
065840	WILDOMAR FISCAL ANALYSIS	$889.31	$0.00	$0.00	0.00	$889.31
065845	VISION CARE	$9,325.29	$0.00	$38.10	0.00	$9,287.19
065850	VEH LIC FEE PT COMP FUND	$1,728,394.15	$0.00	$1,648,631.00	0.00	$79,763.15
065855	SALES USE TAX COMP FUND	$373,182.95	$0.00	$358,808.50	0.00	$14,374.45
065860	DNA IDENTIFICATION FUND-STATE	$238.85	$279.60	$0.00	0.00	$518.45
065865	HEALTHY KIDS	$3,338,865.31	$3,596.59	$0.00	0.00	$3,342,461.90
065870	CHILD SUPPORT CLEARING - SDV	$25,444.32	$64,642.58	$58,747.38	0.00	$31,339.52
065875	DOCUMENTARY TRANSFER TAX	$254,931.44	$641,529.39	$577,873.53	0.00	$318,587.30
065880	RIV CO GANG TASK FORCE DIRECTO	$14,970.21	$16.00	$191.06	0.00	$14,795.15
065885	ENVIRONMENTAL PROCECTION PROSC	$30,318.78	$40,638.97	$2,206.71	0.00	$68,751.04
065890	CASH OUTSIDE RIVERSIDE COUNTY	$0.00	$0.00	$0.00	0.00	$0.00
065900	COURT COLLECTIONS CLEARING	$4,373,859.94	$7,663,914.80	$4,373,859.94	0.00	$7,663,914.80
065905	BNET ASSET FORF.UNADJIDICATED	$33,959.54	$33.71	$685.67	0.00	$33,307.58
065910	BNET ASSET FORF-ABJUDICATED	$36,499.25	$28.87	$15,283.88	0.00	$21,244.24
065915	SWCNTF FED EQ SHARE	$15,748.96	$16.01	$0.00	0.00	$15,764.97

Fund	Fund Name	Balance Forward	Total Debits	Total Credits	Investments	Total
065920	COACHELLA VALLEY MSHCP	($13,482.86)	$5,293.32	$2,542.32	0.00	($10,731.86)
065925	GANG TASK FORCE-FEDERAL EQUITY	$0.00	$0.00	$0.00	0.00	$0.00
065930	GANG TASK FORCE - UNADJUDICATE	$25,061.47	$25.48	$0.00	0.00	$25,086.95
065935	GANG TASK FORCE- ADJUDICATED	$3,603.88	$3.66	$0.00	0.00	$3,607.54
065940	GREEN BUILDING FEE FUND	$6,421.91	$2,387.58	$7,172.11	0.00	$1,637.38
065945	TOURISM BUSINESS IMPROVEMENT D	$51,341.04	$169,162.34	$0.00	0.00	$220,503.38
069000	COUNTY A	$1,650.00	$1,712.96	$0.00	0.00	$3,362.96
069001	COUNTY B	$72,693,149.40	$132,221,037.89	$150,765,337.39	0.00	$54,148,849.90
069002	COUNTY C WARRANTS	$678,408.25	$29,370,566.50	$28,618,381.18	0.00	$1,430,593.57
069003	COUNTY E WARRANT CLEARING	$0.00	$0.00	$0.00	0.00	$0.00
069004	ELECTRONIC FUND TRANSFER	$0.00	$0.00	$0.00	0.00	$0.00
069005	DPSS CATAGORY#11	$227,453.49	$1,151,643.14	$937,435.62	0.00	$441,661.01
069006	CAT 5 PROPERETY TAX EFT	$1,371,509.34	$0.00	$0.00	0.00	$1,371,509.34
069007	CAT 11 STALE DATED WARRANTS	$152,635.19	$5,587.23	$0.00	0.00	$158,222.42
069008	STALE DATED WARRANTS	$8,362,441.13	$1,149,665.12	$635,077.48	0.00	$8,877,028.77
069009	PAYROLL NET PAY WARR CLG	$372,830.65	$62,671,680.51	$62,699,325.83	0.00	$345,185.33
069010	CAT 2 STALE-DATED "A" WARRANTS	$179,070.05	$5,890.59	$3,348.52	0.00	$181,612.12
069011	PROPERTY TAX STALE DATED WARRA	$0.00	$0.00	$0.00	0.00	$0.00
069021	WESTERN TUMF	$855,232.60	$678,865.27	$925,738.75	0.00	$608,359.12
076520	WITNESS PROTECTION PROGRAM	$0.00	$0.00	$0.00	0.00	$0.00
080071	FISH AND GAME FEES	$0.00	$0.00	$0.00	0.00	$0.00
080210	HAZARDOUS WASTE-PHYSICAL	$0.00	$0.00	$0.00	0.00	$0.00
080218	FLOOD PAYROLL	$0.00	$0.00	$0.00	0.00	$0.00
	Sub Total:	**$3,442,656,834.06**	**$2,160,465,263.10**	**$2,299,103,156.46**	**$31,800,000.00**	**$3,335,818,940.70**
22410	CORONA NORCO UNIFIED	$4,258,266.07	$62,128,578.53	$49,656,769.26	0.00	$16,730,075.34
22411	ADULT ED	$2,914,669.80	$2,027,407.22	$2,132,086.42	0.00	$2,809,990.60
22412	BOND AND INTEREST FUND	$0.00	$0.00	$0.00	0.00	$0.00
22414	DEFERRED MAINT FUND	$13,716,844.07	$9,514,345.75	$9,660,838.84	0.00	$13,570,350.98
22421	GEN OBLIG BOND PROCEEDS	$0.00	$0.00	$0.00	0.00	$0.00
22422	G.O. BOND SERIES D	$0.00	$0.00	$0.00	0.00	$0.00
22425	CAPITAL FAC FUND	$15,376,682.98	$417,123.32	$1,692,916.85	0.00	$14,100,889.45
22426	GO BOND 1ST ISSUANCE	$8,930,825.83	$20,789.35	$4,493,678.49	0.00	$4,457,936.69
22427	2006 GO BOND SERIES B	$23,761,178.60	$34,370.70	$0.00	0.00	$23,795,549.30
22435	STATE SCHOOL FACILITIES PROG S	$11,186,509.20	$13,664.23	$66,943.60	0.00	$11,133,229.83
22436	HVAC	$0.01	$0.00	$0.01	0.00	$0.00
22440	SPECIAL RESERVE FUND SPE	$423,278.49	$498.82	$24,147.17	0.00	$399,630.14
22451	BOND AND INTEREST FUND	$1,321.97	$1.35	$0.00	0.00	$1,323.32

Fund	Fund Name	Balance Forward	Total Debits	Total Credits	Investments	Total
22467	INSURANCE RESERVE FUND	$13,939,454.65	$9,717,433.63	$9,826,222.71	0.00	$13,830,665.57
22468	OPEB	$1,545,906.27	$1,508.25	$3,500.00	0.00	$1,543,914.52
22470	CPUG PURCHASING	$98,437.46	$9,073.80	$0.00	0.00	$107,511.26
22471	FINANCE/PERSONNEL	$259,885.53	$7,728.22	$0.00	0.00	$267,613.75
22472	STUDENT	$58,366.87	$1,541.64	$0.00	0.00	$59,908.51
22473	EMERGENCY	$162,992.08	$409.98	$0.00	0.00	$163,402.06
22474	CONFERENCE	$23,207.77	$523.13	$0.00	0.00	$23,730.90
22475	ADMINISTRATIVE	$33,253.76	$926.71	$0.00	0.00	$34,180.47
22477	CSIS	$2,364.66	$2.41	$0.00	0.00	$2,367.07
22501	CFD 00-1	$0.00	$0.00	$0.00	0.00	$0.00
22502	CFD 01-1	$12.33	$0.00	$0.00	0.00	$12.33
22503	CFD 01-2	$3,889.04	$3.98	$0.00	0.00	$3,893.02
22504	CFD 02-1	$0.82	$0.00	$0.00	0.00	$0.82
22505	CFD 02-2	$1,698.01	$0.61	$0.00	0.00	$1,698.62
22507	JCSD NO 6 JURUPA	$0.92	$0.00	$0.00	0.00	$0.92
22509	JCSD NO4-JURUPA	$1.51	$0.00	$0.00	0.00	$1.51
22510	JCSD 10 JURUPA	$1,987.94	$2.03	$0.00	0.00	$1,989.97
22511	JCSD NO. 7 - JURUPA	$155.49	$0.00	$0.00	0.00	$155.49
22512	CFD 03-1	$0.07	$0.00	$0.00	0.00	$0.07
22514	CFD 03-4	$20.45	$0.02	$0.00	0.00	$20.47
22515	CFD 03-2	$1,898.39	$1.94	$0.00	0.00	$1,900.33
22516	CFD 03-3	$788.74	$2.06	$0.00	0.00	$790.80
22517	CFD 03-5	$822.00	$0.82	$0.00	0.00	$822.82
22518	JCSD 16 JURUPA	$1.35	$0.00	$0.00	0.00	$1.35
22519	LEE LAKE WATER DISTRICT CFD 3	$808,719.35	$0.00	$0.00	0.00	$808,719.35
22520	JCSD NO. 11 JURUPA	$4.81	$0.00	$0.00	0.00	$4.81
22521	JCSD NO. 12 JURUPA	$10.80	$0.00	$0.00	0.00	$10.80
22522	CFD 04-1	$3,113.66	$3.19	$0.00	0.00	$3,116.85
22523	CFD 04-2	$2,767.18	$6,101.30	$0.00	0.00	$8,868.48
22524	JCSD 19 JURUPA	$1,308.33	$0.00	$0.00	0.00	$1,308.33
22525	JCSD 18 JURUPA	$241.94	$0.00	$0.00	0.00	$241.94
22526	JCSD 21 JURUPA	$102,704.50	$0.00	$0.00	0.00	$102,704.50
22527	JCSD 17 JURUPA	$148.30	$0.00	$0.00	0.00	$148.30
22528	CFD 06-1	$558,884.96	$572.20	$0.00	0.00	$559,457.16
22529	CFD 05-1	$362,957.50	$0.00	$0.00	0.00	$362,957.50
22530	JCSD 14 JURUPA	$238,089.88	$229.48	$0.00	0.00	$238,319.36
22531	JCSD 23 JURUPA	$0.00	$0.00	$0.00	0.00	$0.00

Fund	Fund Name	Balance Forward	Total Debits	Total Credits	Investments	Total
22532	JCSD 25 JURUPA	$65,879.74	$55,922.36	$0.00	0.00	$121,802.10
22533	JCSD 26 JURUPA	$9,653.28	$9.86	$0.00	0.00	$9,663.14
22534	JCSD 32 JURUPA	$10,552.02	$0.00	$0.00	0.00	$10,552.02
22535	JCSD 24 JURUPA	$270,589.29	$275.23	$0.00	0.00	$270,864.52
22536	JCSD 28 JURUPA	$8,275.35	$8.46	$0.00	0.00	$8,283.81
22537	JCSD 15 JURUPA	$88,659.99	$108,839.68	$0.00	0.00	$197,499.67
22538	JCSD 30 JURUPA	$10,770.37	$11.00	$0.00	0.00	$10,781.37
22539	JCSD 29 JURUPA	$473,933.01	$171,783.41	$0.00	0.00	$645,716.42
22540	JCSD 27 JURUPA	$8,091.09	$8.27	$0.00	0.00	$8,099.36
22541	CFD 06-2	$66,270.81	$67.75	$1,064.50	0.00	$65,274.06
22542	JCSD 33	$9,211.81	$9.41	$0.00	0.00	$9,221.22
22543	JCSD 31	$85,622.73	$113,324.89	$0.00	0.00	$198,947.62
22544	JCSD 22	$12,702.61	$12.97	$0.00	0.00	$12,715.58
22545	JCSD 39	$453,795.21	$240.05	$0.00	0.00	$454,035.26
22546	CFD 07-1	$14,474.29	$14.80	$0.00	0.00	$14,489.09
22547	CFD 07-2	$18,433.49	$18.84	$0.00	0.00	$18,452.33
22548	JCSD35	$9,627.45	$9.84	$0.00	0.00	$9,637.29
22549	JCSD38	$83,599.43	$57.58	$0.00	0.00	$83,657.01
22581	CFD 94-1 AMDIN	$50,812.78	$47.37	$0.00	0.00	$50,860.15
22582	CFD 95-1 ADMIN	$60,634.31	$57.04	$427.00	0.00	$60,264.35
22583	CFD 96-1 ADMIN	$119,127.05	$0.00	$482.50	0.00	$118,644.55
22584	CFD 3	$671.25	$1,419.74	$0.00	0.00	$2,090.99
22585	CFD 98-1 CONST FUND	$1,309,068.77	$9,181.21	$0.00	0.00	$1,318,249.98
22586	CFD 98-2 ADMIN	$59,056.04	$58.81	$291.50	0.00	$58,823.35
22610	TRAN - CNUSD	$0.00	$35,153,700.00	$0.00	0.00	$35,153,700.00
22611	TRAN INTEREST CNUSD	$0.00	$0.00	$0.00	0.00	$0.00
30110	DESERT COMM COLL GF	$5,775,743.93	$5,488,302.74	$4,319,671.34	0.00	$6,944,375.33
30121	DESERT COMMUNITY COLLEGE-BOND	$13,822,424.90	$337,965.56	$0.00	0.00	$14,160,390.46
30133	DESERT COMM COLL CHILD DEV	$26,537.75	$69,831.74	$88,010.36	0.00	$8,359.13
30141	DESERT COMM COLL CAP OUTLAY	$210,387,317.84	$2,076,059.51	$2,181,447.43	0.00	$210,281,929.92
30161	DESERT COMM COLL SELF INS	$770,717.56	$831.71	$30,853.33	0.00	$740,695.94
30169	DESERT COMM COLLEGE SPEC RES	$4,392,666.73	$43,759.85	$43,006.88	0.00	$4,393,419.70
30172	DESERT COMMUNITY COLLEGE	$33,350.52	$3,700.85	$2,280.49	0.00	$34,770.88
30173	DESERT COMM COLL STUDENT CENTE	$17,793.92	$3.87	$1,969.10	0.00	$15,828.69
30174	DESERT COMM COLL STUDENT FINC	$0.00	$0.00	$0.00	0.00	$0.00
30310	MT SAN JAC GENERAL FUND	$13,361,436.01	$6,802,134.72	$5,758,666.69	0.00	$14,404,904.04
30333	MT SAN JAC CHILD DEV	$131,844.96	$288,105.44	$171,256.96	0.00	$248,693.44

Fund	Fund Name	Balance Forward	Total Debits	Total Credits	Investments	Total
30341	MT SAN JAC CAP OUTLAY PROJ	$608,443.17	$91,880.12	$477,746.37	0.00	$222,576.92
30361	MTSAN JAC SELF INS FUND	$207,316.84	$46,881.00	$45,856.10	0.00	$208,341.74
30510	PALO VERDE CC GENERAL FUND	$3,807,833.28	$1,991,014.48	$1,437,758.55	0.00	$4,361,089.21
30521	PALO VERDE COMM COLL B&I	$133,890.81	$218.66	$770.00	0.00	$133,339.47
30533	PALO VERDE CC DEV FUND	$10,174.73	$39,457.66	$25,106.10	0.00	$24,526.29
30541	PALO VERDE CC CAP OUTLAY PROJ	$387,704.41	$758.50	$0.00	0.00	$388,462.91
30551	PALO VERDE COMM COLLEGE-BOOKST	$144,611.63	$230.82	$3,283.63	0.00	$141,558.82
30561	PALO VERDE CC SELF INS FUND	$330,443.92	$358.34	$0.00	0.00	$330,802.26
30574	PALO VERDE CC STUDENT FINC AID	$2.05	$0.00	$0.00	0.00	$2.05
30710	RCC GENERAL FUND	$21,564,115.93	$31,725,826.78	$15,081,416.94	0.00	$38,208,525.77
30721	RCC BOND/REDEMPTION	$7,550,558.00	$398,395.00	$0.00	0.00	$7,948,953.00
30732	RCC CAFETERIA FUND	$57,164.01	$233,026.88	$224,312.98	0.00	$65,877.91
30733	RCC CHILD DEV FUND	$11,618,337.45	$203,889.92	$11,602,594.29	0.00	$219,633.08
30741	RCC CAPITAL OUTLAY PROJ	$76,136,412.75	$414,151.97	$3,214,575.59	0.00	$73,335,989.13
30761	RCC SELF INSURANCE FUND	$7,565,579.09	$809,269.62	$656,068.27	0.00	$7,718,780.44
31001	ALVORD GENERAL FUND	$2,318,629.12	$19,112,995.80	$13,311,716.13	0.00	$8,119,908.79
31011	ALVORD ADULT ED FUND	$250,240.32	$466.65	$36,741.08	0.00	$213,965.89
31014	ALVORD DEFERRED MAINT FUND	$822,839.95	$1,018.27	$0.00	0.00	$823,858.22
31021	ALVORD BUILDING FUND	$46,100,572.16	$61,094.10	$4,211,821.08	0.00	$41,949,845.18
31025	ALVORD CAPITAL FACILITIES FUND	$554,688.90	$5,292.95	$151,141.13	0.00	$408,840.72
31030	ALVORD SYTE SCH BLDG LP FUND	$4,882.52	$5.20	$0.00	0.00	$4,887.72
31035	ALVORD COUNTY SCH FAC FUND	$3,329,991.50	$4,674.58	$488,460.05	0.00	$2,846,206.03
31040	ALVORD SPECIAL RES CAP FUND	$572,710.87	$668.45	$6,988.00	0.00	$566,391.32
31051	ALVORD BOND INT & REDEMP FUND	$5,561,752.41	$178,436.10	$0.00	0.00	$5,740,188.51
31067	ALVORD SELF INSURANCE FUND	$5,029,637.22	$648,464.15	$364,677.41	0.00	$5,313,423.96
31073	ALVORD USD-FOUNDATION FUND	$52,015.60	$1,753.85	$2,460.00	0.00	$51,309.45
31301	BANNING GENERAL FUND	$5,197,166.62	$4,432,306.58	$3,725,001.08	0.00	$5,904,472.12
31311	BANNING ADULT EDUCATION	$3,295.57	$40,448.20	$10,393.83	0.00	$33,349.94
31313	BANNING CAFETERIA FUND	$496,103.81	$146,709.16	$270,269.48	0.00	$372,543.49
31314	BANNMING DEFERRED MAINT FUND	$903,777.23	$972.32	$1,200.00	0.00	$903,549.55
31317	BANNING SPEC RESERVE	$0.00	$0.00	$0.00	0.00	$0.00
31321	BANNING USD-BOND BLDG FUND	$29,436,676.97	$52,011.06	$754,101.81	0.00	$28,734,586.22
31325	BANNING CAPITAL FACILITIES	$4,129,487.79	$4,411.90	$54,145.98	0.00	$4,079,753.71
31330	BANNING STATE SCHOOL BLDG	$0.00	$0.00	$0.00	0.00	$0.00
31335	BANNING COUNT SCHOOL FACILITIE	$400,313.31	$440.92	$0.00	0.00	$400,754.23
31340	BANNING SPECIAL RESERVE CAP	$0.00	$0.00	$0.00	0.00	$0.00
31351	BANNING USD INT AND RED FUND	$2,029,831.50	$284,303.43	$0.00	0.00	$2,314,134.93

Fund	Fund Name	Balance Forward	Total Debits	Total Credits	Investments	Total
31801	BEAUMONT GENERAL FUND	$7,889,415.50	$6,395,636.79	$4,810,540.91	0.00	$9,474,511.38
31811	BEAUMONT ADULT EDUCATION	$482,232.59	$207,433.66	$211,074.00	0.00	$478,592.25
31812	BEAUMONT USD CAFETERIA FUND	$1,114.45	$1.18	$1,115.63	0.00	$0.00
31813	BEAUMONT CAFETERIA FUND	$100,726.84	$267,103.68	$306,800.46	0.00	$61,030.06
31814	BEAUMONT DEF MAINT FUND	$390,166.77	$432.01	$6,574.11	0.00	$384,024.67
31815	BEAUMONT PUPIL TRANSPORTATION	$553,403.06	$589.29	$0.00	0.00	$553,992.35
31817	BEAUMONT SPECIAL RESERVE NON C	$2,311,773.82	$2,461.73	$0.00	0.00	$2,314,235.55
31821	BEAUMONT BOND BUILDING	$0.00	$0.00	$0.00	0.00	$0.00
31825	BEAUMONT CAPITAL FACILITIES	$8,488,462.33	$94,208.34	$137,195.67	0.00	$8,445,475.00
31830	BEAUMONT STATE SCHOOL BLDG LP	$0.00	$0.34	$0.00	0.00	$0.34
31835	BEAUMONT COUNTY SCHOOL FACILIT	$991.43	$59.12	$985.06	0.00	$65.49
31840	BEAUMONTSPECIAL RESERVE CAPITA	$2,908,328.55	$151,597.65	$3,544.75	0.00	$3,056,381.45
31851	BEAUMONT BOND INTEREST&REDEM	$416,414.32	$10,422.30	$0.00	0.00	$426,836.62
32101	COACHELLA VALLEY GENERAL FUND	$23,647,156.19	$16,197,249.75	$15,016,923.91	0.00	$24,827,482.03
32111	COACHELLA VALLEY ADULT ED FUND	$57,261.63	$103,925.35	$124,574.53	0.00	$36,612.45
32112	COACHELLA VALLEY CHILD DEV FUN	$26,645.02	$360,609.23	$188,306.22	0.00	$198,948.03
32113	COACHELLA VALLEY USD-CAFETERIA	$2,976,840.98	$848,807.42	$1,035,135.74	0.00	$2,790,512.66
32114	COACHELLA VALLEY DEFERRED MAIN	$142,776.81	$23.67	$15,205.81	0.00	$127,594.67
32121	COACHELLA VALLEY BOND BUILDING	$5,372,051.07	$62,686.55	$48,067.31	0.00	$5,386,670.31
32125	COACHELLA VALLEY CAPITAL FAC.	$2,417,108.92	$62,222.23	$179,973.92	0.00	$2,299,357.23
32130	COACHELLA VALLEY STATE SCHOOL	$0.00	$0.00	$0.00	0.00	$0.00
32135	COACHELLA VALLEY COUNTY SCHOOL	$3,008,796.48	$3,430.91	$171,349.30	0.00	$2,840,878.09
32140	COACHELLA VALLEY SPEC RES CAPI	$7,850,125.96	$9,270.92	$20,808.56	0.00	$7,838,588.32
32151	COACHELLA VALLEY BON & INTERES	$2,960,675.48	$88,111.57	$69,994.91	0.00	$2,978,792.14
32167	COACHELLAVALLEY SELF INSURED	$226,554.41	$350,303.90	$380,362.91	0.00	$196,495.40
32451	CORONA-NORCO BOND & INTEREST	$7,305,825.49	$482,159.08	$0.00	0.00	$7,787,984.57
32701	DESERT CENTER GENERAL FUND	$269,931.40	$35,654.89	$117,084.57	0.00	$188,501.72
32714	DESERT CENTER DEFERRED MAINT	$235,711.77	$0.00	$2,771.00	0.00	$232,940.77
33001	DESERT SANDS GENERAL FUND	$28,154,196.21	$22,431,174.02	$19,682,182.15	0.00	$30,903,188.08
33009	DESERT SANDS CHARTER SPEC REV	$3,008,509.56	$903,499.93	$1,092,101.58	0.00	$2,819,907.91
33011	DESERT SANDS ADULT ED FUND	$62,182.39	$33,337.28	$28,569.27	0.00	$66,950.40
33012	DESERT SANDS CHILD DEV FUND	$172,450.26	$404,012.84	$113,653.20	0.00	$462,809.90
33013	DESERT SANDS CAFETERIA FUND	$2,522,253.10	$635,709.96	$1,252,669.84	0.00	$1,905,293.22
33014	DESERTSANDS DEF MAINT FUND	$4,922,109.69	$5,295.01	$149,521.00	0.00	$4,777,883.70
33017	DESERT SANDS-USD SPEC RES	$1,435,188.64	$1,528.28	$0.00	0.00	$1,436,716.92
33021	DESERTSANDS BOND BLDG FUND	$84,569,001.45	$98,923.11	$2,334,373.48	0.00	$82,333,551.08
33025	DESERT SANDS CAPITAL FACILITIE	$19,924,058.81	$77,467.01	$516,842.04	0.00	$19,484,683.78

Fund	Fund Name	Balance Forward	Total Debits	Total Credits	Investments	Total
33030	DESERT SANDS STATE SCH BLDG	$0.00	$0.00	$0.00	0.00	$0.00
33035	DESERTSANDS CO SCHOOL FAC FUND	$31.56	$0.03	$31.56	0.00	$0.03
33040	DESEERT SANDS SPECIAL RES CAP	$6,374,289.91	$8,843.51	$126,241.68	0.00	$6,256,891.74
33051	DESERT SANDS UNIFIED SCHOOL DI	$18,224,641.87	$533,081.44	$0.00	0.00	$18,757,723.31
33053	DESERT SANDS TAX OVERRIDE FUND	$0.00	$0.00	$0.00	0.00	$0.00
33067	DESERT SANDS SELF INS FUND	$10,012,155.19	$346,472.16	$290,839.60	0.00	$10,067,787.75
33401	LAKE ELSINORE GENERAL FUND	$18,815,645.09	$16,564,893.56	$15,064,951.59	0.00	$20,315,587.06
33411	LAKE ELSINORE ADULT ED FUND	$69,080.36	$0.00	$14,235.96	0.00	$54,844.40
33412	LAKE ELSINORE CHILD DEV FUND	$218,201.52	$437,201.44	$252,615.37	0.00	$402,787.59
33414	LAKE ELSINORE DEFERRED MAINT	$1,728,734.29	$2,110.50	$22,803.50	0.00	$1,708,041.29
33415	LAKE ELSINORE PUPIL TRANS FUND	$0.00	$0.00	$0.00	0.00	$0.00
33425	LAKE ELSINORE CAPITAL FACILITI	$1,477,643.91	$59,080.84	$127,994.55	0.00	$1,408,730.20
33435	LAKE ELSINORE COUNTY SCHOOL FA	$6,058,365.30	$6,581.29	$11,348.98	0.00	$6,053,597.61
33440	LAKE ELSINORE SPECIAL RESERVE	$41,741.93	$44.27	$0.00	0.00	$41,786.20
33467	LAKE ELS USD-SELF INS FUND	$5,690,947.47	$216,524.32	$150,186.21	0.00	$5,757,285.58
33901	HEMET GENERAL FUND	$26,396,313.27	$19,566,486.69	$17,243,873.98	0.00	$28,718,925.98
33909	HEMET USD-CHARTER SCH FUND	$264,679.90	$226,027.53	$216,063.94	0.00	$274,643.49
33911	HEMET ADULT ED FUND	$177,890.26	$105,856.13	$54,364.25	0.00	$229,382.14
33912	HEMET CHILD DEV FUND	$163,614.28	$75,764.98	$138,004.86	0.00	$101,374.40
33914	HEMET DEFERRED MAINT FD	$1,232,390.37	$1,438.19	$41,836.86	0.00	$1,191,991.70
33917	HEMET SPEC RES NON CAP	$417,901.34	$445.01	$0.00	0.00	$418,346.35
33921	HEMET UNIFIED BOND BLDG	$28,608,566.52	$39,308.31	$1,058,993.36	0.00	$27,588,881.47
33925	HEMET CAP FACILITIES FD	$3,146,842.06	$25,130.32	$6,016.76	0.00	$3,165,955.62
33935	HEMET CO SCHOOL FAC BLDG	$2,043,225.55	$2,198.80	$46,228.62	0.00	$1,999,195.73
33940	HEMET USD SPECIAL RES	$19,261.87	$20.51	$0.00	0.00	$19,282.38
33951	HEMET UNIFIED BOND INTEREST/RE	$4,291,516.12	$191,526.41	$0.00	0.00	$4,483,042.53
33967	HEMET SELF INS FUND	$10,787,412.62	$1,386,575.76	$625,842.14	0.00	$11,548,146.24
34001	SANTA ROSA ACADEMY INC GF	$307,866.71	$331,850.47	$338,346.04	0.00	$301,371.14
34040	SANTA ROSA ACADEMY SRF	$299,564.19	$322.64	$0.00	0.00	$299,886.83
34076	SANTA ROSA ACADEMY-AGENCY FUND	$22,878.26	$39,319.00	$40,711.67	0.00	$21,485.59
34101	RIVER SPRINGS CHARTER SCHOOL	$280.00	$397.80	$677.80	0.00	$0.00
34109	RIVER SPRINGS CHARTER SCHOOL	$1,190,446.15	$2,587,493.93	$2,076,619.17	0.00	$1,701,320.91
34176	RIVER SPRINGS CHARTER SCHOOL	$714.39	$199,647.53	$0.00	0.00	$200,361.92
34477	PAYROLL TAXES WARRANT PASS THR	$15,063.74	$0.00	$0.00	0.00	$15,063.74
34478	STRS WARRANT PASS THRU	$229,401.20	$0.00	$0.00	0.00	$229,401.20
34479	PERS WARRANT PASS THRU	($21,994.69)	$0.00	$0.00	0.00	($21,994.69)
34480	GARNISHMENTS WARRANT PASS THRU	$3,622.02	$0.00	$0.00	0.00	$3,622.02

Fund	Fund Name	Balance Forward	Total Debits	Total Credits	Investments	Total
34481	TAX SHELTER ANNUNITY WARRANT P	$26,031.80	$0.00	$0.00	0.00	$26,031.80
34482	MISC WARRANT PASS THRU	$40,903.97	$0.00	$0.00	0.00	$40,903.97
34483	FEDERAL WITHHOLDING PASS THRU	$0.00	$0.00	$0.00	0.00	$0.00
34484	STATE WITHHOLDING PASS THRU	($4,046.42)	$0.00	$0.00	0.00	($4,046.42)
34485	MEDICARE PASS THRU	$0.00	$0.00	$0.00	0.00	$0.00
34486	FICA PASS THRU	$0.00	$0.00	$0.00	0.00	$0.00
34487	DEFERRED PAY PASS THRU	$12,539.30	$0.00	$0.00	0.00	$12,539.30
34490	REVENUE CLEARING PASS THRU	($12,286.03)	$0.00	$0.00	0.00	($12,286.03)
34491	COMMERCIAL WARRANT PASS THRU	($4,768.69)	$0.00	$0.00	0.00	($4,768.69)
34492	PAYROLL CLEARING PASS THRU	($99,975.73)	$0.00	$0.00	0.00	($99,975.73)
34601	JURUPA GENERAL FUND	$25,617,722.84	$17,538,020.72	$14,251,618.17	0.00	$28,904,125.39
34611	JURUPA ADULT EDUCATION FUND	$127,437.68	$6,488.21	$53,962.65	0.00	$79,963.24
34612	JURUPA CHILD DEV FUND	$491,442.83	$65,112.59	$64,220.99	0.00	$492,334.43
34613	JURUPA CAFETERIA FUND	$1,520,068.22	$191,020.59	$694,347.88	0.00	$1,016,740.93
34614	JURUPA DEF MAINT FUND	$0.00	$0.24	$0.24	0.00	$0.00
34621	JURUPA UNIFIED BOND BLDG	$1,939,059.05	$2,111.30	$98,789.98	0.00	$1,842,380.37
34625	JURUPA CAPITAL FACILITIES	$2,856,118.69	$4,779.90	$4,944.18	0.00	$2,855,954.41
34630	JURUPA STATE SCH BLDG LP	$95,035.98	$101.20	$0.00	0.00	$95,137.18
34635	JURUPA UNIFIED CO SCH FAC FUND	$4,484,104.57	$4,774.96	$0.00	0.00	$4,488,879.53
34640	JURUPA SPEC RES CAPITAL	$692,912.95	$963.83	$0.00	0.00	$693,876.78
34651	JURUPA UNI BOND INT FUND	$1,731,666.54	$175,452.46	$0.00	0.00	$1,907,119.00
34667	JURUPA SELF INSURANCE FUND	$258,623.68	$21,182.49	$10,946.78	0.00	$268,859.39
34673	JURUPA-USD FOUNDATION FUND	$15,385.43	$92.58	$0.00	0.00	$15,478.01
34901	MENIFEE UNION GENERAL FUND	$5,727,865.85	$5,828,609.59	$5,209,227.17	0.00	$6,347,248.27
34912	MENIFEE UNION CHILD DEV	$95,664.60	$48.24	$33,784.05	0.00	$61,928.79
34913	MENIFEE UNION CAFETERIA	$343,491.68	$272,135.76	$177,818.31	0.00	$437,809.13
34914	MENIFEE UNION DEFERRED MAINT	$83,942.89	$0.00	$0.00	0.00	$83,942.89
34917	MENIFEE UNION SPEC RESERVE	$37,970.57	$40.44	$0.00	0.00	$38,011.01
34921	MENIFEE UNION	$21,635,744.49	$173,495.21	$27,287.90	0.00	$21,781,951.80
34925	MENIFEE UNION CAPITAL FACILITI	$15,652,700.73	$110,112.91	$690,283.21	0.00	$15,072,530.43
34935	MENIFEE UNION SCHOOL FACILITIE	$0.00	$0.00	$0.00	0.00	$0.00
34949	MENIFEE UNION-BLENDED COMPONEN	$0.00	$0.00	$0.00	0.00	$0.00
34951	MENIFEE UNION BOND&INTEREST RE	$852,876.37	$15,458.37	$0.00	0.00	$868,334.74
35201	MORENO VALLEY GENERAL FUND	$0.00	$0.00	$0.00	0.00	$0.00
35211	MORENO VALLEY ADULT ED FUND	$0.00	$0.00	$0.00	0.00	$0.00
35212	MORENO VALLEY CHILD DEV FUND	$0.00	$0.00	$0.00	0.00	$0.00
35214	MORENO VALLEY DEFERRED MAINT	$0.00	$0.00	$0.00	0.00	$0.00

Fund	Fund Name	Balance Forward	Total Debits	Total Credits	Investments	Total
35221	MORENO VALLEYBUILDING FUND	$0.00	$0.00	$0.00	0.00	$0.00
35225	MORENO VALLEY CAP FACILITIES F	$0.00	$0.00	$0.00	0.00	$0.00
35230	MORENO VALLEY STATE SCHOOL BLD	$0.00	$0.00	$0.00	0.00	$0.00
35235	MORENO VALLEY CO SCH FAC FUND	$0.00	$0.00	$0.00	0.00	$0.00
35240	MORENO VALLEY SPEC RESERVE	$0.00	$0.00	$0.00	0.00	$0.00
35251	MORENO VALLEY USDB&I	$2,438,444.59	$119,635.72	$0.00	0.00	$2,558,080.31
35267	MORENO VALLEY SELF INSURANCE F	$0.00	$0.00	$0.00	0.00	$0.00
35601	MURRIETA VALLEY GENERAL FUND	$24,627,437.82	$22,048,526.91	$13,596,107.65	0.00	$33,079,857.08
35611	MURRIETA VALLEY ADULT ED	$224,422.47	$3,799.59	$49,782.54	0.00	$178,439.52
35612	MURRIETA VALLEY CHILD DEV	$133,312.18	$294,221.09	$263,386.01	0.00	$164,147.26
35613	MURRIETA VALLEY CAFETERIA FUND	$259,131.32	$401,062.91	$211,539.67	0.00	$448,654.56
35614	MURRIETA VALLEY DEFERRED MAINT	$2,301,979.56	$2,470.07	$3,502.66	0.00	$2,300,946.97
35621	MURRIETA VALLEY BLDG FUND	$1,315,516.13	$8,121.44	$144,926.26	0.00	$1,178,711.31
35625	MURRIETA VALLEY CAP FAC	$1,309,164.15	$69,522.27	$108,963.19	0.00	$1,269,723.23
35630	MURRRIETA VALLEY ST BLDG	$0.00	$0.00	$0.00	0.00	$0.00
35635	MURRIETA VALLEY CO BLDG	$24,988,955.78	$27,456.35	$57,098.86	0.00	$24,959,313.27
35640	MURRIETA VALLEY SPEC RES	$0.00	$0.00	$0.00	0.00	$0.00
35651	MURRIETA VALLEY BOND INT& RED	$7,845,277.71	$207,292.32	$2,310.00	0.00	$8,050,260.03
35667	MURRIETA VALLEY USD-SELF INS F	$0.00	$0.00	$491.77	0.00	($491.77)
35801	NUVIEW UNION GENERAL FUND	$2,084,511.23	$1,974,482.46	$1,267,943.01	0.00	$2,791,050.68
35809	NUVIEW UNION CHAPTERREVENUE FU	$664,306.17	$320,566.60	$267,601.24	0.00	$717,271.53
35812	NUVIEW UNION-CHILD DEV FUND	$441,048.87	$146,020.32	$275,852.48	0.00	$311,216.71
35814	NUVIEW UNION DEFERRED MAINT	$339,470.11	$0.00	$339,470.11	0.00	$0.00
35821	NUVIEW UNION BOND BLDGFUND	$1,673,063.77	$1,852.90	$27,733.00	0.00	$1,647,183.67
35825	NUVIEW UNION CAPITAL FACILITIE	$0.00	$0.00	$0.00	0.00	$0.00
35835	NUVIEW UNIONCO SCH FACILITIES	$0.00	$0.00	$0.00	0.00	$0.00
35840	NUVIEW UNION SPECIAL RES CAPIT	$0.00	$0.00	$0.00	0.00	$0.00
35851	NUVIEW UNION-BOND/INT REDEMPTI	$175,829.83	$2,838.71	$0.00	0.00	$178,668.54
36101	PALM SPRINGS GENERAL FUND	$48,573,872.83	$20,580,961.29	$17,063,504.46	0.00	$52,091,329.66
36111	PALM SPRINGS ADULT ED FUND	$1,042,994.61	$14,979.99	$73,608.30	0.00	$984,366.30
36112	PALM SPRINGS CHILD DEV FUND	$770,624.10	$374,109.65	$224,250.87	0.00	$920,482.88
36113	PALM SPRINGS USD/CAFETERIA	$2,308,178.99	$974,917.60	$860,603.68	0.00	$2,422,492.91
36114	PALM SPRINGS DEF MAINT FUND	$4,468,710.84	$4,903.93	$220,682.95	0.00	$4,252,931.82
36117	PALM SPRINGS SPEC RES NON CAP	$8,284,458.10	$8,815.59	$0.00	0.00	$8,293,273.69
36120	PALM SPRINGS USD EMP BENE	$0.00	$0.00	$0.00	0.00	$0.00
36121	PALM SPRINGS BUILDING FUND	$53,559,391.15	$62,334.00	$2,276,671.50	0.00	$51,345,053.65
36125	PALM SPRINGS CAP FAC FUND	$13,697,522.83	$28,379.02	$437,823.27	0.00	$13,288,078.58

Fund	Fund Name	Balance Forward	Total Debits	Total Credits	Investments	Total
36135	PALM SPRING CO SCHOOL FAC	$0.00	$0.28	$0.28	0.00	$0.00
36140	PALM SPRINGS SPEC RES CAP FUND	$2,538,616.44	$2,706.29	$0.00	0.00	$2,541,322.73
36151	PALM SPRINGS BOND INT/REDM FUN	$6,505,540.49	$504,738.46	$0.00	0.00	$7,010,278.95
36167	PALM SPRINGS USD SELF INS	$6,215,181.04	$230,886.00	$172,150.08	0.00	$6,273,916.96
36168	PALM SPRINGS USD-SELF INS POST	$6,988,085.69	$120,035.56	$120,515.53	0.00	$6,987,605.72
36401	PALO VERDE GENERALFUND	$4,395,336.76	$2,813,855.84	$2,747,283.69	0.00	$4,461,908.91
36411	PALO VERDE ADULT ED FUND	$3,586.07	$3,625.82	$2,269.52	0.00	$4,942.37
36412	PALO VERDE CHILD DEV FUND	$81,686.73	$27.98	$30,695.67	0.00	$51,019.04
36413	PALO VERDE CAFETERIA FUND	$219,273.43	$119,049.39	$183,852.93	0.00	$154,469.89
36414	PALO VERDE DEFERRED MAINT	$550,906.65	$118,402.66	$53,631.36	0.00	$615,677.95
36421	PALO VERDE BLDG FUND	$0.00	$0.00	$0.00	0.00	$0.00
36425	PALO VERDE CAPITAL FAC FUND	$15,598.83	$17.65	$3,046.90	0.00	$12,569.58
36435	PALO VERDE CO SCH FACILITIES	$3,881,713.77	$7,407.08	$687,529.33	0.00	$3,201,591.52
36440	PALO VERDE USD SPEC RESERVE	$24,551.39	$23.68	$11,360.00	0.00	$13,215.07
36451	PALO VERDE BOND INT& REDM	$417,833.25	$18,224.78	$1,540.00	0.00	$434,518.03
36467	PALO VERDE SELF INS FUND	$0.00	$0.00	$0.00	0.00	$0.00
36701	PERRIS ELEM GENERAL FUND	$7,063,625.64	$5,670,214.27	$3,956,188.13	0.00	$8,777,651.78
36712	PERRIS ELEM-CHILD DEV FUNDS	$216,822.34	$200,581.21	$150,303.05	0.00	$267,100.50
36713	PERRIS ELEM SCHOOL DIST	$317,270.87	$451,185.65	$524,041.86	0.00	$244,414.66
36714	PERRIS ELEMENTARY	$1,116,275.02	$941.90	$43,147.25	0.00	$1,074,069.67
36717	PERRIS ELEMENTAR-SPEC RESERVE	$4,237,409.29	$3,806.99	$0.00	0.00	$4,241,216.28
36721	PERRIS ELEMENTARY BBF	$328,307.10	$430.84	$28,172.70	0.00	$300,565.24
36725	PERRIS ELEM CAP FACILITIES	$1,302,917.08	$8,291.35	$59,344.03	0.00	$1,251,864.40
36735	PERRIS ELEM CO SCHOOL FACILITI	$915,634.52	$0.00	$0.00	0.00	$915,634.52
36740	PERRIS ELEM SPECIAL RES	$0.00	$0.00	$0.00	0.00	$0.00
36751	PERRIS ELEMTARY B&I	$317,563.33	$13,977.38	$0.00	0.00	$331,540.71
37101	PERRIS HIGH GENERAL FUND	$9,942,526.52	$10,965,328.87	$6,892,751.95	0.00	$14,015,103.44
37109	PERRIS UNION HIGH-CHARTER	$1,097,444.50	$574,101.17	$346,779.80	0.00	$1,324,765.87
37111	PERRIS HIGH ADULT ED FUND	$382,370.60	$296.47	$28,824.14	0.00	$353,842.93
37114	PERRIS HIGH DEFERRED MAINT FUN	$79,720.83	$214.82	$6,280.00	0.00	$73,655.65
37121	PERRIS HIGH BOND BUILDING	$8,141,059.85	$8,957.31	$23,011.21	0.00	$8,127,005.95
37125	PERRIS HIGH CAPITAL FUND	$9,513,715.64	$134,153.20	$41,648.62	0.00	$9,606,220.22
37135	PERRIS HIGH CO SCHOOL FACILITI	$5,931,044.84	$6,230.55	$0.00	0.00	$5,937,275.39
37140	PERRIS UNION HS SPEC RESERVE	$6,037,423.85	$6,359.86	$0.00	0.00	$6,043,783.71
37151	PERRIS HIGH BOND INTERST	$1,752,570.88	$36,272.92	$0.00	0.00	$1,788,843.80
37156	PERRIS UNION HIGH SCHOOL DIST	$911,842.25	$1,250.49	$33,577.69	0.00	$879,515.05
37401	RIVERSIDE GENERAL FUND	$56,869,935.01	$35,885,588.65	$29,716,877.50	0.00	$63,038,646.16

Fund	Fund Name	Balance Forward	Total Debits	Total Credits	Investments	Total
37411	RIVERSIDE ADULT EDUCATION FUND	$5,459,283.75	$1,119,467.18	$438,699.31	0.00	$6,140,051.62
37412	RIVERSIDE CHILD DEV FUND	$196,972.10	$132,340.94	$210,479.30	0.00	$118,833.74
37413	RIVERSIDE CAFEERIA FUND	$1,071,712.83	$1,085,438.89	$1,509,322.45	0.00	$647,829.27
37414	RIVERSIDE DEFERRED MAINT FUND	$6,108,688.35	$6,624.42	$398,471.93	0.00	$5,716,840.84
37421	RIVERSIDE UNIFIED BOND BLDG	$72,646,769.91	$78,930.22	$445,400.54	0.00	$72,280,299.59
37425	RIVERSIDE CAPITAL FACILITIES F	$6,972,554.82	$259,939.66	$37,689.51	0.00	$7,194,804.97
37430	RIVERSIDE STATE SCH BLDG LP	$0.00	$0.00	$0.00	0.00	$0.00
37435	RIV UNIFIED SCHOOL FACILITIES	$11,146,748.98	$72,867.50	$523,032.74	0.00	$10,696,583.74
37440	RIVERSIDE SPEC RES CAP FUND	$10,071,502.19	$10,729.04	$0.00	0.00	$10,082,231.23
37451	RIVERSIDE UNI BOND INT & RED	$2,950,873.79	$328,914.57	$0.00	0.00	$3,279,788.36
37456	RIVERSIDE DEBT SERVICE FUND	$1,826,656.61	$1,554.74	$1,025,281.35	0.00	$802,930.00
37461	RIVERSIDE UNIFIED SCHOOL DISTR	$0.00	$0.00	$0.00	0.00	$0.00
37467	RIVERSIDE SELF INSURANCE FUND	$40,092,482.21	$845,126.52	$1,023,793.28	0.00	$39,913,815.45
37473	RIVERSIDE FOUNDATION FUND	$260,169.02	$281.74	$0.00	0.00	$260,450.76
38101	ROMOLAND GENERAL FUND	$3,453,196.62	$2,163,138.44	$1,865,020.84	0.00	$3,751,314.22
38112	ROMOLAND SCH DIST-CHILD DEV	$0.00	$0.00	$0.00	0.00	$0.00
38113	ROMOLAND CAFETERIA FUND	$41,517.25	$108,181.68	$111,898.32	0.00	$37,800.61
38114	ROMOLAND DEF MAINT FUND	$451,834.77	$481.47	$0.00	0.00	$452,316.24
38125	ROMOLAND CAPITAL FACILITIES	$3,220,548.09	$196,061.27	$56,037.36	0.00	$3,360,572.00
38135	ROMOLAND SCHOOL DIST-SCH FAC D	$205,583.42	$222.49	$0.00	0.00	$205,805.91
38140	ROMOLAND SPEC RES CAP FUND	$690,171.74	$735.57	$0.00	0.00	$690,907.31
38401	SAN JACINTO GENERAL FUND	$13,209,614.84	$6,944,870.89	$6,009,468.08	0.00	$14,145,017.65
38409	SAN JACINTO CHARTER SPEC REVEN	$0.00	$0.00	$0.00	0.00	$0.00
38411	SAN JACINTO ADULT ED	$80,425.31	$66.65	$7,918.26	0.00	$72,573.70
38412	SAN JACINTO CHILD DEVFUND	$33,446.50	$119,120.65	$58,497.30	0.00	$94,069.85
38413	SAN JACINTO CAFETERIAFUND	$1,198,100.29	$239,592.40	$340,547.74	0.00	$1,097,144.95
38414	SAN JACINTO DEF MAINT FUND	$1,791,158.08	$1,998.67	$172,477.69	0.00	$1,620,679.06
38417	SAN JACINTO SPEC RES CAP	$2,150.55	$2.29	$0.00	0.00	$2,152.84
38421	SAN JAC USD BBF	$15,154,207.19	$16,573.80	$1,665,435.44	0.00	$13,505,345.55
38425	SAN JACINTO CAPITAL FACILITIES	$808,379.71	$4,738.93	$57,935.76	0.00	$755,182.88
38430	SAN JACINTO STATE SCHOOL BLDG	$0.11	$0.03	$0.00	0.00	$0.14
38435	SAN JACINTO CO SCHOOL FACILITI	$19,273,951.63	$20,823.53	$673,094.93	0.00	$18,621,680.23
38440	SAN JACINTO SPEC RES	$8,202.58	$8.74	$0.00	0.00	$8,211.32
38451	SAN JACINTO BOND INTEREST	$848,152.98	$57,500.69	$0.00	0.00	$905,653.67
38801	TEMECULA VALLEY GENERAL FUND	$23,211,698.54	$19,131,155.00	$20,842,469.02	0.00	$21,500,384.52
38809	TEMECULA VALLEY CHARTER SPEC R	$0.00	$0.00	$0.00	0.00	$0.00
38811	TEMECULA VALLEY ADULT ED	$28,601.23	$79,334.01	$12,420.16	0.00	$95,515.08

Fund	Fund Name	Balance Forward	Total Debits	Total Credits	Investments	Total
38813	TEMECULA VALLEY CAFETERIA FD	$1,517,872.40	$405,216.74	$578,703.07	0.00	$1,344,386.07
38814	TEMECULAVALLEY DEF MAINT	$3,954,164.46	$4,331.76	$1,222,379.11	0.00	$2,736,117.11
38821	TEMECULA VALLEY BOND BLDG	$0.00	$0.00	$0.00	0.00	$0.00
38825	TEMECULA VALLEY CAP FAC FUND	$7,884,137.47	$1,885,187.16	$812,923.55	0.00	$8,956,401.08
38830	TEMECULA VALLEY STATE SCH BLDG	$0.00	$0.00	$0.00	0.00	$0.00
38835	TEMECULA VALLEY CO SCH FAC	$705,688.84	$717,994.99	$8,502.00	0.00	$1,415,181.83
38840	TEMECULA VALLEY SPEC RES CAP	$1,341,428.96	$3,549,466.61	$46,134.27	0.00	$4,844,761.30
38849	TEMECULA VALLEY USD-BLENDED CO	$0.00	$0.00	$0.00	0.00	$0.00
38851	TEMECULA VALLEY BOND INT&RED	$2,166,125.47	$199,865.73	$0.00	0.00	$2,365,991.20
38852	TEMECULA VALLEY USD DEBT SERVI	$0.00	$0.00	$0.00	0.00	$0.00
39001	VAL VERDE GENERAL FUND	$13,355,284.01	$16,480,300.64	$14,557,177.98	0.00	$15,278,406.67
39007	VAL VERDE USD - SELPA	$7,263,277.73	$16,281,715.06	$15,388,157.31	0.00	$8,156,835.48
39009	VAL VERD-SPECIAL REVENUE FUND	$0.00	$0.00	$0.00	0.00	$0.00
39012	VAL VERDE CHILD DEV FUND	$461,957.95	$22,534.18	$185,637.69	0.00	$298,854.44
39014	VAL VERDE DEFERRED MAINT FUND	$312,018.41	$332.79	$6,686.00	0.00	$305,665.20
39017	VAL VERDE SPECIAL RESERVE NCF	$371.16	$0.40	$0.00	0.00	$371.56
39021	VAL VERDE	$25,704,196.70	$28,104.80	$220,645.09	0.00	$25,511,656.41
39025	VAL VERDE CAPITAL FACILITIES	$273,771.47	$55,927.00	$295.00	0.00	$329,403.47
39035	VAL VERDE CO SCHOOL FACILITIES	$2,863,136.74	$2,509,306.33	$0.00	0.00	$5,372,443.07
39051	VAL VERDE	$221,448.40	$55,349.32	$0.00	0.00	$276,797.72
39071	VAL VERDE USD-RETIREE BENEFIT	$0.00	$0.00	$0.00	0.00	$0.00
39101	WESTERN RIV CO SELF INSURANCE	$1,326,416.83	$1,464,193.30	$1,405,531.84	0.00	$1,385,078.29
39201	JET JOINT POWER AGENCY	$195,014.79	$212.94	$0.00	0.00	$195,227.73
39401	RIVERSIDE SCH INS AUTHORITY	$64.56	$0.07	$0.00	0.00	$64.63
39501	COMM COLL/CO SUPT SIPE	$81.50	$399,578.19	$130,019.02	0.00	$269,640.67
39601	WESTERN RIVERSIDE COUNTY SIPE	$0.00	$0.00	$0.00	0.00	$0.00
39701	DESERT SCHOOLS S.I.P.E.	$0.00	$0.00	$0.00	0.00	$0.00
39876	SAN BERN. TAXES WARRANT PASS T	$0.00	$102,981.14	$102,981.14	0.00	$0.00
39877	FIXED COSTS WARR PASS THRU FUN	$1,364,626.67	$941,547.88	$1,668,431.27	0.00	$637,743.28
39878	STRSWARR PASS THRU FUND	$20,188,590.32	$20,828,305.59	$20,427,233.25	0.00	$20,589,662.66
39879	PERS WARRANT PASS THRU FUND	$303,756.69	$7,181,260.33	$1,798,625.89	0.00	$5,686,391.13
39880	GARNISHMENTS WARRANT PASS THRU	$0.00	$447,758.14	$447,481.14	0.00	$277.00
39881	TAX SHELTER ANNUNITY WARR PASS	$640.00	$3,837,048.61	$3,827,738.61	0.00	$9,950.00
39882	VOLUNTARY DED WARR PASS THRU	$4,747.35	$9,447,023.93	$9,450,980.14	0.00	$791.14
39883	FEDERAL WITHHOLDING WARRANT	$3,731.57	$15,116,033.11	$835,048.20	0.00	$14,284,716.48
39884	STATE WITHHOLDING WARRANT PASS	$1,214.51	$4,936,201.73	$242,404.92	0.00	$4,695,011.32
39885	MEDICARE WARRANT PASS THRU	$2,376.96	$4,900,576.58	$551,805.00	0.00	$4,351,148.54

Fund	Fund Name	Balance Forward	Total Debits	Total Credits	Investments	Total
39886	FICA WARRANT PASS THRU	$991.30	$5,593,928.91	$1,357,934.61	0.00	$4,236,985.60
39887	DEFERRED PAY WARRANT PASS THRU	$5,994,677.20	$5,050,542.28	$11,671.87	0.00	$11,033,547.61
39888	DFS-WORKERS COMP	$0.00	$0.00	$0.00	0.00	$0.00
39889	TRANS WARRANT PASS THRU	$1,008,652.78	$729.72	$729.72	0.00	$1,008,652.78
39890	WARRANT PASS THRU FUND	$195,921.09	$243,667,792.51	$243,664,722.76	0.00	$198,990.84
39891	COMMERCIAL WARRANT PASS THRU	$63,107,743.39	$147,855,612.99	$155,327,463.11	0.00	$55,635,893.27
39892	PAYROLL WARRANT PASS THRU	$107,965,553.81	$122,433,959.79	$121,975,246.57	0.00	$108,424,267.03
39893	ELSINORE AREA WIDEWARRANT PASS	$0.00	$941,254.26	$941,254.26	0.00	$0.00
39894	PERRIS AREAWIDE WARRANT	$0.00	$655,809.40	$655,809.40	0.00	$0.00
39901	RCOE GENERAL FUND	$39,052,672.94	$20,659,218.74	$15,020,439.81	0.00	$44,691,451.87
39912	RCOE CHILD DEV FUND	$6,427,500.70	$10,479,649.10	$8,367,854.33	0.00	$8,539,295.47
39914	RCOE DEFERRED MAINT FUND	$2,556,735.88	$2,065.05	$49,598.00	0.00	$2,509,202.93
39916	RCOE FOREST RESERVE FUND	$0.00	$0.00	$0.00	0.00	$0.00
39917	RCOE SPECIAL RESERVE	$23,438,263.43	$363,598.62	$0.00	0.00	$23,801,862.05
39920	RCOE SPEC RES POSTEMPLOYMENT B	$10,843,253.80	$11,238.69	$0.00	0.00	$10,854,492.49
39930	RCOE STATE SCHOOL BUILDING LP	$0.00	$0.00	$0.00	0.00	$0.00
39935	RCOE COUNTY SCHOOL FACILITIES	$6,435,105.15	$7,971.20	$901,704.90	0.00	$5,541,371.45
39940	RCOE SPECIAL RESERVE CAP	$1,339,570.00	$486.18	$1,192,510.00	0.00	$147,546.18
39963	RCOE-OTHER ENTERPRISE FUND	$21,260.83	$25,333.44	$44,323.93	0.00	$2,270.34
39967	RCOE SELF INSURANCE FUND	$576,028.98	$613.43	$0.00	0.00	$576,642.41
39971	RCOE RETIREE BENFIT FUND	$0.00	$0.00	$0.00	0.00	$0.00
45201	GENERAL FUND	$30,391,134.34	$29,838,832.05	$23,595,453.59	0.00	$36,634,512.80
45211	ADULT ED	$241,810.50	$159.45	$93,876.00	0.00	$148,093.95
45212	CHILD DEVELOPMENT	$9,338.51	$49,220.25	$31,871.10	0.00	$26,687.66
45213	CAFETERIA FUND	$1,235,643.28	$1,301,946.90	$1,848,798.96	0.00	$688,791.22
45214	DEFERRED MAINTENANCE	$1,991,820.06	$2,125.39	$17,934.13	0.00	$1,976,011.32
45221	BUILDING FUND	$304,546.68	$310.14	$25,350.00	0.00	$279,506.82
45225	CAPITAL LEASE	$14,384,241.87	$517,921.37	$49,319.99	0.00	$14,852,843.25
45230	STATE SCHOOL BUILDING	$0.00	$0.00	$0.00	0.00	$0.00
45235	COUNTY SCHOOL FACILITIES	$6,676,523.64	$7,245.28	$333,414.04	0.00	$6,350,354.88
45240	SPECIAL RESERVE FOR CAP OUTLAY	$0.00	$0.00	$0.00	0.00	$0.00
45267	SELF INSURANCE FUND	$13,842,883.65	$878,078.50	$386,766.89	0.00	$14,334,195.26
45268	HEALTH/WELFARE SELF INSURED	$1,795,585.19	$1,519,469.95	$1,708,773.52	0.00	$1,606,281.62
45276	AGENCY FUND	$4,458,900.62	$7,737,201.42	$7,532,196.10	0.00	$4,663,905.94
	Sub Total:	**$2,075,526,704.99**	**$1,163,262,395.39**	**$1,033,774,106.20**	**$0.00**	**$2,205,014,994.18**
	Total:	**$5,518,183,539.05**	**$3,323,727,658.49**	**$3,332,877,262.66**	**$31,800,000.00**	**$5,540,833,934.88**

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

9184

FROM: Don Kent
Treasurer/Tax Collector

SUBMITTAL DATE:
November 3, 2009

SUBJECT: Treasurer's Purchase Detail Report

RECOMMENDED MOTION: That the Board of Supervisors receives and files the attached Treasurer's "Purchase Detail Report" for October 2009 in accordance with Government Code Section 53607.

BACKGROUND: The Treasurer's "Purchase Detail Report" for October 2009 is being submitted to the Board of Supervisors pursuant to the requirements of Section 53607 of the Government Code. Included in the report are investments which occurred as authorized by Section 53601 of the Government Code which were made collectively from "idle pooled funds" in the County Treasury not immediately required to meet daily expenditures. Also reported are specific investments made by the County Treasurer on behalf of various funds in the Treasury for which interest earnings accrue directly to the specific fund.

Don Kent
Treasurer-Tax Collector

FINANCIAL DATA	**Current F.Y. Total Cost:**	$ 0	**In Current Year Budget:**	0
	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: Christopher M. Hans

County Executive Office Signature

Departmental Concurrence

Dep't Recomm.: ☐ Policy ☐ Consent

Per Exec. Ofc.: ☐ Policy ☑ Consent

Prev. Agn. Ref.: | **District:** | **Agenda Number:** 2.37

Form 11 (Rev 06/2003)

Riverside County

Purchase Detail Report

10/1/09 - 10/31/09

Settle Date	Counterparty	Instrument ID	Description	Rate	Maturity Date	Price	Par	Principal	Purchased Interest
030120 - co tobacco securitization fund									
10/5/09	MERRILL LYNCH	23973	RIVERSIDE COPS Aaa/AAA	0.4880	07/01/10	100	$6,800,000.00	$6,800,000.00	$0.00
10/13/09	MERRILL LYNCH	23975	RIVERSIDE COPS Aaa/AAA	0.4900	11/01/21	100	$6,800,000.00	$6,800,000.00	$0.00
10/19/09	MERRILL LYNCH	23992	RIVERSIDE COPS Aaa/AAA	0.4900	10/26/09	100	$6,800,000.00	$6,800,000.00	$0.00
10/26/09	MERRILL LYNCH	23996	RIVERSIDE COPS	0.4880	11/02/09	100	$6,800,000.00	$6,800,000.00	$0.00
					Portfolio Totals :		**$27,200,000.00**	**$27,200,000.00**	**$0.00**

Riverside County

Purchase Detail Report

10/1/09 - 10/31/09

Settle Date	Counterparty	Instrument ID	Description	Rate	Maturity Date	Price	Par	Principal	Purchased Interest
POOL - POOL FUNDS									
10/19/09	UNION BANK OF CALIFORNIA	23960	UBOC DEPOSIT ACCOUNT	0.0960	10/30/09	100	$99,000,000.00	$99,000,000.00	$0.00
10/20/09	UNION BANK OF CALIFORNIA	23960	UBOC DEPOSIT ACCOUNT	0.0960	10/30/09	100	$40,000,000.00	$40,000,000.00	$0.00
10/1/09	CREDIT SUISSE SECURITIES USA	23967	FHLB - MORTG. CERT.	2.0000	10/01/12	100	$5,000,000.00	$5,000,000.00	$0.00
10/1/09	WELLS FARGO	23968	FHLB - MORTG. CERT.3YrNc6Mo1x	2.0000	10/01/12	100	$5,000,000.00	$5,000,000.00	$0.00
10/1/09	PIPER JAFFRAY	23969	FHLB - MORTG. CERT.3YrNc6M1x	2.0000	10/01/12	100	$5,000,000.00	$5,000,000.00	$0.00
10/1/09	CANTOR FITZGERALD	23970	FHLB - MORTG. CERT.3YrNc6Mo1x	2.0000	10/01/12	100	$5,000,000.00	$5,000,000.00	$0.00
10/5/09	UNION BANK OF CALIFORNIA	23971	UBOC DEPOSIT SI ACCOUNT	0.1840	01/04/10	100	$246,000,000.00	$246,000,000.00	$0.00
10/13/09	UNION BANK OF CALIFORNIA	23971	UBOC DEPOSIT SI ACCOUNT	0.1840	01/04/10	100	$63,000,000.00	$63,000,000.00	$0.00
10/22/09	UNION BANK OF CALIFORNIA	23971	UBOC DEPOSIT SI ACCOUNT	0.1840	01/04/10	100	$27,000,000.00	$27,000,000.00	$0.00
10/26/09	UNION BANK OF CALIFORNIA	23971	UBOC DEPOSIT SI ACCOUNT	0.1840	01/04/10	100	$16,000,000.00	$16,000,000.00	$0.00
10/5/09	CREDIT SUISSE SECURITIES USA	23972	U.S. TREASURY BILLS	0.2200	07/01/10	0.22	$50,000,000.00	$49,917,805.56	$0.00
10/6/09	MORGAN STANLEY	23974	U.S. TREASURY BONDS	0.8750	04/30/11	100.359375	$15,000,000.00	$15,053,906.25	$56,708.56
10/13/09	BANK OF AMERICA	23976	FED NAT MORTG ASSOC.	1.0000	11/23/11	99.758000	$5,000,000.00	$4,987,900.00	$555.56
10/13/09	MORGAN STANLEY	23977	U.S. TREASURY BILLS	0.1600	05/06/10	0.16	$50,000,000.00	$49,954,444.44	$0.00
10/15/09	STIFEL NICOLAUS	23978	FED FARM CREDIT BANK 3YrNcCont	2.0000	10/15/12	100	$10,000,000.00	$10,000,000.00	$0.00
10/16/09	CITY NATIONAL BANK	23979	FED NAT MORTG ASSOC.	1.2490	09/29/11	100	$5,000,000.00	$5,000,000.00	$2,951.39
10/19/09	CREDIT SUISSE SECURITIES USA	23980	FED HOME LOAN BANK	1.3750	10/19/11	100	$10,000,000.00	$10,000,000.00	$0.00
10/19/09	BARCLAYS CAPITAL	23981	FED HOME LOAN BANK	1.3750	10/19/11	100	$15,000,000.00	$15,000,000.00	$0.00
10/19/09	WELLS FARGO	23982	FED HOME LOAN BANK	1.3750	10/19/11	100	$10,000,000.00	$10,000,000.00	$0.00
10/19/09	OPPENHEIMER & CO.	23983	FED HOME LOAN BANK	1.3750	10/19/11	100	$5,000,000.00	$5,000,000.00	$0.00

Riverside County
Purchase Detail Report
10/1/09 - 10/31/09

Settle Date	Counterparty	Instrument ID	Description	Rate	Maturity Date	Price	Par	Principal	Purchased Interest
POOL - POOL FUNDS									
10/19/09	STONE AND YOUNGBERG	23984	FED FARM CREDIT BANK2.25YrNc6	1.2500	01/19/12	100	$5,000,000.00	$5,000,000.00	$0.00
10/19/09	JP MORGAN SECURITIES INC.	23985	FED HOME LOAN BANK2YrNc3Mo1x	1.2500	10/19/11	100	$10,000,000.00	$10,000,000.00	$0.00
10/19/09	CANTOR FITZGERALD	23986	FED FARM CREDIT BANK2.25YrNc6	1.2500	01/19/12	100	$8,000,000.00	$8,000,000.00	$0.00
10/19/09	CREDIT SUISSE SECURITIES USA	23987	FED FARM CREDIT BANK 2.75YrNc1	1.5500	07/19/12	100	$5,000,000.00	$5,000,000.00	$0.00
10/19/09	STIFEL NICOLAUS	23988	FED FARM CREDIT BANK2.75YrNc1	1.5500	07/19/12	100	$5,000,000.00	$5,000,000.00	$0.00
10/19/09	OPPENHEIMER & CO.	23989	FED FARM CREDIT BANK2.25YrNc6	1.2500	01/19/12	100	$5,000,000.00	$5,000,000.00	$0.00
10/19/09	WELLS FARGO	23990	FED FARM CREDIT BANK2.75YrNc1	1.5500	07/19/12	100	$5,000,000.00	$5,000,000.00	$0.00
10/19/09	WELLS FARGO	23991	FED FARM CREDIT BANK 2.25YrNc6	1.2500	01/19/12	100	$5,000,000.00	$5,000,000.00	$0.00
10/19/09	PIPER JAFFRAY	23993	FED HOME LOAN BANK 2YrNc3Mo1x	1.2500	10/19/11	100	$10,000,000.00	$10,000,000.00	$0.00
10/19/09	PIPER JAFFRAY	23994	FED HOME LOAN BANK2YrNc3Mo1x	1.2500	10/19/11	100	$5,000,000.00	$5,000,000.00	$0.00
10/23/09	CANTOR FITZGERALD	23995	FHLB - MORTG. CERT.	2.0000	10/23/12	100	$10,000,000.00	$10,000,000.00	$0.00
10/27/09	WELLS FARGO	23997	FED NAT MORTG ASSOC.2.25YrNc	1.3000	01/27/12	99.906250	$5,050,000.00	$5,045,265.63	$0.00
10/27/09	PIPER JAFFRAY	23998	FED HOME LOAN BANK 2YrNc1MoInc	1.5000	10/27/11	100	$10,000,000.00	$10,000,000.00	$0.00
10/27/09	MORGAN STANLEY	23999	FED HOME LOAN BANK 2YrNc1MoInc	1.5000	10/27/11	100	$5,000,000.00	$5,000,000.00	$0.00
10/27/09	UNION BANK OF CALIFORNIA	24000	FED HOME LOAN BANK 2YrNc1MoInc	1.5000	10/27/11	100	$10,000,000.00	$10,000,000.00	$0.00
10/27/09	CREDIT SUISSE SECURITIES USA	24001	FED HOME LOAN BANK 2.5YrNc6M	1.0000	04/27/10	100	$10,000,000.00	$10,000,000.00	$0.00
10/27/09	WELLS FARGO	24002	FED HOME LOAN BANK 1.5YrNc1Mo	1.0000	04/27/11	100	$5,000,000.00	$5,000,000.00	$0.00
10/27/09	WELLS FARGO	24003	FED HOME LOAN BANK2YrNc1MoInc	1.5000	10/27/10	100	$10,000,000.00	$10,000,000.00	$0.00
10/27/09	JP MORGAN SECURITIES INC.	24004	FED HOME LOAN BANK 2YrNc1MoInc	1.5000	10/27/11	100	$5,000,000.00	$5,000,000.00	$0.00
10/27/09	CITIGROUP GLOBAL MARKETS	24005	FED HOME LOAN BANK 2YrNc1MoInc	1.5000	10/27/11	100	$10,000,000.00	$10,000,000.00	$0.00

Riverside County
Purchase Detail Report
10/1/09 - 10/31/09

Settle Date	Counterparty	Instrument ID	Description	Rate	Maturity Date	Price	Par	Principal	Purchased Interest
POOL - POOL FUNDS									
10/27/09	PIPER JAFFRAY	24006	U.S. TREASURY BILLS	0.1570	05/06/10	0.157	$50,000,000.00	$49,958,351.39	$0.00
10/27/09	RBS GREENWICH CAPITAL	24007	FED HOME LOAN BANK 1.5Nc1M	1.0000	04/27/11	100	$15,000,000.00	$15,000,000.00	$0.00
10/28/09	CITIGROUP GLOBAL MARKETS	24008	FED HOME LOAN BANK 2Nc3Mo	1.5000	10/28/11	100	$10,000,000.00	$10,000,000.00	$0.00
10/28/09	JP MORGAN SECURITIES INC.	24009	FED HOME LOAN BANK2YrNc3Mo	1.5000	10/28/11	100	$5,000,000.00	$5,000,000.00	$0.00
10/28/09	BARCLAYS CAPITAL	24010	U.S. TREASURY BILLS	0.3000	08/26/10	0.3	$100,000,000.00	$99,748,333.33	$0.00
10/28/09	CREDIT SUISSE SECURITIES USA	24011	FED HOME LOAN BANK3.25Nc1Yr1x	2.0500	01/28/13	100	$15,000,000.00	$15,000,000.00	$0.00
10/29/09	STIFEL NICOLAUS	24012	FED HOME LOAN BANK 4YrNc1Yr	1.5000	10/29/13	100	$10,000,000.00	$10,000,000.00	$0.00
10/29/09	UNION BANK OF CALIFORNIA	24013	UBOC DEPOSIT ACCOUNT	0.0940	11/30/09	100	$75,000,000.00	$75,000,000.00	$0.00
10/29/09	CAL TRUST SHORT TERM FUND	24014	CALTRUST SHORT TERM FUND	0.6000	11/30/09	100	$54,000,000.00	$54,000,000.00	$0.00
10/29/09	AIM MONEY MARKET FUND	24015	AIM AGENCY AND GOV	0.1400	11/30/09	100	$5,000,000.00	$5,000,000.00	$0.00
10/29/09	FEDERATED SECURITIES CORP	24016	FEDERATED	0.0700	11/30/09	100	$5,000,000.00	$5,000,000.00	$0.00
10/29/09	CITIGROUP GLOBAL MARKETS	24017	CITI NOW ACCT FDIC INSURED	0.2000	11/30/09	100	$50,000,000.00	$50,000,000.00	$0.00
10/29/09	WELLS FARGO	24018	WELLS FARGO	0.2400	11/30/09	100	$25,000,000.00	$25,000,000.00	$0.00
10/29/09	BARCLAYS CAPITAL	24019	U.S. TREASURY BILLS	0.1450	05/06/10	99.923875	$34,000,000.00	$33,974,117.50	$0.00
						Portfolio Totals :	**$1,282,050,000.00**	**$1,281,640,124.10**	**$60,215.51**

Riverside County

Purchase Detail Report

10/1/09 - 10/31/09

Settle Date	Counterparty	Instrument ID	Description	Rate	Maturity Date	Price	Par	Principal	Purchased Interest
						Grand Totals :	$1,309,250,000.00	$1,308,840,124.10	$60,215.51

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

FROM: Supervisor Ashley **SUBMITTAL DATE:** November 18, 2009

SUBJECT: COMMITTEES, COMMISSIONS AND BOARDS ACTION

Committee, Commission or Board: In Home Supportive Services Advisory Council

RECOMMENDED MOTION:
- ☐ The Board of Supervisors appoint member to:
- ■ The Board of Supervisors reappoint member to:
- ☐ The Board of Supervisors removes member from office, declares vacancy and directs the Clerk of the Board to post vacancy per Maddy Act, for:
- ☐ The Board of Supervisors

Type of Nomination: ■ District No. 4 ☐ At Large

Member:
Name: Jim Collins
Address: 82490 Requa #216A
Indio, CA 92201
Telephone: 760-342-9595

Replaces:
Date Posted or Expired: 11/05/08

Term of Appointment: (or previous appointment)
- ■ Full Term ending 11/05/10
- ☐ Unexpired Term ending

Full underlying term is 2 years.

BACKGROUND/APPOINTEE INFORMATION:

I recommend the reappointment of Mr. Jim Collins as a member of the In Home Supportive Services Advisory Council.

Marion Ashley

Supervisor Marion Ashley
Fourth District Supervisor Pro Tem

Prev.Agn.ref.

Dist. 3rd

AGENDA NO.
2.38

FORM11-ccb

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

FROM: Supervisor Ashley **SUBMITTAL DATE:** November 18, 2009

SUBJECT: **COMMITTEES, COMMISSIONS AND BOARDS ACTION**

Committee, Commission or Board: In Home Supportive Services Advisory Council

RECOMMENDED MOTION:

- ☐ The Board of Supervisors appoint member to:
- ■ The Board of Supervisors reappoint member to:
- ☐ The Board of Supervisors removes member from office, declares vacancy and directs the Clerk of the Board to post vacancy per Maddy Act, for:
- ☐ The Board of Supervisors

Type of Nomination: ■ District No. 4 ☐ At Large

Member:

Name: Kristine Loomis
Address: 21-200 Toltec Way
Sky Valley, CA 92241
Telephone: 760-329-7031

Replaces:
Date Posted or Expired: 10/3/09

Term of Appointment: ■ Full Term ending 10/3/11
(or previous appointment)

☐ Unexpired Term ending

Full underlying term is 2 years.

BACKGROUND/APPOINTEE INFORMATION:

I recommend the reappointment of Ms. Kristine Loomis as a member of the In Home Supportive Services Advisory Council.

Marion Ashley

Supervisor Marion Ashley
Fourth District Supervisor Pro Tem

Prev.Agn.ref.

Dist. 3rd

FORM11-ccb

AGENDA NO.
2.39

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 Board Designation:
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

REQUIRES 4/5th's VOTE

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:** November 24, 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 Pedley Volunteer Fire Company;
2) Approve and direct the Auditor-Controller to make the following budget adjustments:

Increase Appropriations:

10000-1000100000-536200	**Contrib to Non-Co Agcy**	$3,000.00

Decrease Board Designation:

10000-1000100000-320135	Community Improvement	$3,000.00

BACKGROUND: The Pedley Volunteer Fire Company has provided assistance to families in the Jurupa Valley for the last 15 years. This donation will assist the organization with serving between 20 and 30 families this holiday season.

Pedley Volunteer Fire Company
Station No. 16
9270 Limonite Avenue
Riverside, CA 92509

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:** November 24, 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 Greater Riverside Hispanic Chamber of Commerce;
2) Approve and direct the Auditor-Controller to make the following budget adjustments:

Increase Appropriations:

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

Decrease Board Designation:

10000-1000100000-320135	Community Improvement	$2,500.00

BACKGROUND: This donation to the Greater Riverside Hispanic Chamber of Commerce will be used to help sponsor their 30th Anniversary Celebration Dinner, which will raise money to promote economic growth in Riverside

The Greater Riverside Hispanic Chamber of Commerce
PO Box 5872
Riverside, CA 92517

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:** November 24, 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 Professional Firefighters;
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: The Riverside County Firefighters are providing assistance to families in the Second District. This donation will assist the organization with serving many families this holiday season.

Riverside County Professional Firefighters
5225 Canyon Crest Drive #71523
Riverside, CA 92507

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:** November 24, 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 Lyric Opera;
2) Approve and direct the Auditor-Controller to make the following budget adjustments:

Increase Appropriations:

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

Decrease Board Designation:

10000-1000100000-320135	Community Improvement	$5,000.00

BACKGROUND: This contribution will be used to help support the production of the Riverside Lyric Opera.

Riverside Lyric Opera
4035 Market Street
Riverside, CA 92501

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:** November 24, 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 Art Museum;
2) Approve and direct the Auditor-Controller to make the following budget adjustments:

Increase Appropriations:

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

Decrease Board Designation:

10000-1000100000-320135	Community Improvement	$5,000.00

BACKGROUND: This contribution to the Riverside Art Museum will assist them with various improvements to their facility.

Riverside Art Museum
3425 Mission Inn Avenue
Riverside, CA 92501

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 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.** 3.8

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.** 3.9

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.** 3.10

FORM 11 (Rev. 1/00)

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

2009 OCT 13 PM 3:08

Prev. Agn. Ref.: | **District:** ALL | **Agenda Number:** 3.100

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

137

FROM: Sheriff - Coroner - PA

SUBMITTAL DATE:
10/28/09

SUBJECT: Sheriff's Department Budget Adjustments for the FY 2009 Justice Assistance Grant (JAG) Award and the FY 2010 Solving Cold Cases with DNA Cooperative Award

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: At its October 27, 2009 meeting, the Board of Supervisors acknowledged 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 (3.45), and accepted a Solving Cold Cases with DNA Cooperative Agreement Award from the U.S. Department of Justice, Office of Justice Programs, National Institute of Justice in the amount of $500,000 (3.52). However, the Board lacked the necessary four Supervisors to approve the budget adjustments for these awards at that time. Therefore, the Sheriff's Department is returning with the budget adjustments on the attached Schedule A.

For the JAG award, 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.

Stanley L. Sniff, Jr., Sheriff - Coroner - PA
Will Taylor, Director of Administration

FINANCIAL DATA	**Current F.Y. Total Cost:**	$ 267,840	**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% Federal Funds
BR 10-056

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 10/29/09

Departmental Concurrence

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

09 NOV 3 AM 7:30

Prev. Agn. Ref.: 10/27/09 3.45 & 3.52 | **District:** ALL | **Agenda Number:** 3.101

The Sheriff's Department is requesting appropriations for 50% of the Solving Cold Cases with DNA grant award in this fiscal year.

Schedule A

SHERIFF'S DEPARTMENT

JAG GRANT AWARD

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

SOLVING COLD CASES WITH DNA GRANT AWARD

Increase Appropriations:

10000-2500300000-510420	Overtime	$36,103
10000-2500300000-518080	Other Budgeted Benefits	$1,550
10000-2500300000-524660	Consultants	$23,127
10000-2500300000-525100	Medical- Lab Services	$162,520
10000-2500300000-528900	Air Transportation	$20,000
10000-2500300000-528960	Lodging	$3,000
10000-2500300000-528980	Meals	$2,500
10000-2500300000-529080	Rental Vehicles	$1,200
		$250,000

Increase Estimated Revenues:

10000-2500300000-767220	Fed- Other Operating Grants	$250,000

910 A

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

FROM: TLMA - Planning Department

SUBMITTAL DATE:
October 29, 2009

SUBJECT: Partial Rescission of Resolution No. 2009-162 (Amending the Riverside County Comprehensive General Plan)

RECOMMENDED MOTION: That the Board of Supervisors vacate, set aside and rescind its adoption of Resolution No. 2009-162 to the extent that it included General Plan Amendment No. 1055 and the Mitigated Negative Declaration for Environmental Assessment No. 41965.

BACKGROUND: On October 20, 2009, the Board of Supervisors adopted Resolution No. 2009-162 which finally approved General Plan Amendment No. 1055, as well as several other general plan amendments. As a result, the General Plan land use designation was changed on Assessor's Parcel No. 915-440-006 located in the Southwest Area Plan from Rural Mountainous (10 acre minimum lot size) to Rural Residential (5 acre minimum lot size) within the Rural Foundation Component.

(Continued on next page)

Departmental Concurrence

Ron Goldman,
Planning Director

FORM APPROVED COUNTY COUNSEL
BY: TIFFANY N. NORTH DATE 11/2/09

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:	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.: ☒ Policy ☐ Consent
Per Exec. Ofc.: ☒ Policy ☐ Consent

Prev. Agn. Ref.: 10/20/09; 3.61 | **District:** Third | **Agenda Number:** 3.102

Form 11 (Rev 06/2003)

After adoption of Resolution No. 2009-162, it was discovered that the Board of Supervisors had not tentatively approved General Plan Amendment No. 1055. The Board of Supervisors opened the public hearing on September 29, 2009 but continued the hearing until December 1, 2009.

On the date this action is taken, the property described above shall have the same General Plan land use designation that it had before Resolution No. 2009-162 was adopted. In all other respects, Resolution No. 2009-162 remains in effect.

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

9.13B

FROM: TLMA - Planning Department

SUBMITTAL DATE:
November 16, 2009

SUBJECT: Adoption of Resolution No. 2009-319 – Disestablishment of San Jacinto Agricultural Preserve No. 14 – Agricultural Preserve Case and Map No. 1016 – Applicant: D.R. Horton – Third Supervisorial District – City of San Jacinto – San Jacinto Valley Area Plan – 158.35 Acres (Gross)

RECOMMENDED MOTION: Adoption of Resolution No. 2009-319 for the disestablishment of San Jacinto Agricultural Preserve No. 14, Map No. 1016, based upon the hereinafter listed findings and conclusions:

FINDINGS:

1. The 158.35-acre parcel is located southerly of the Ramona Expressway, easterly of Odell Avenue, west of and adjacent to N. Sanderson Avenue, in the City of San Jacinto, western Riverside County, California.

2. Jake J. Westra and Alice Westra entered into a land conservation contract with the County of Riverside for land within San Jacinto Agricultural Preserve No. 14. The contract is dated January 1, 1977, and was recorded on March 21, 1977, as Instrument No. 46666 in the Office of the County Recorder of Riverside County, California.

3. Pursuant to the Land Conservation Act, Jake J. Westra and Alice Westra, the property owners of Assessor's Parcel No. (APN) 431-020-006-8 (which rolled to 432-030-010-9), filed a notice of non-renewal on September 25, 1990, which notice was recorded on October 18, 1990, as Instrument No. 382744, and, as a consequence, the land

Ron Goldman
Planning Director

RG:kb

(Continued On Attached Page)

REVIEWED BY COUNTY COUNSEL
DATE 11/17/09 TYPE NAME David H.K. Huff

Departmental Concurrence

REVIEWED BY EXECUTIVE OFFICE
DATE 11/17/09 Tina Grande

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

Prev. Agn. Ref.	District: Third	Agenda Number: 3.103

conservation contract as it applies to the subject property expired on January 1, 2001.

4. Under both the County's Rules and Regulations Governing Agricultural Preserves and the General Plan's Williamson Act Program (i.e., Land Conservation Act), a landowner may apply to have property removed from the boundaries of an agricultural preserve, once the contract has expired.

5. The land conservation contract having expired, Daniel Boyd, as authorized representative for the current property owner of 432-030-010-9, D.R. Horton, has now applied to have the property removed from the boundaries of the agricultural preserve.

CONCLUSION:

1. The disestablishment of San Jacinto Agricultural Preserve No. 14, Map No. 1016, is consistent with the provisions of the Land Conservation Act and the Rules and Regulations Governing Agricultural Preserves in Riverside County as adopted by the Board of Supervisors.

2. The disestablishment of San Jacinto Agricultural Preserve No. 14, Map No. 1016, is consistent with the Riverside County General Plan.

Board of Supervisors County of Riverside

RESOLUTION NO. 2009–319

DISESTABLISHMENT OF SAN JACINTO

AGRICULTURAL PRESERVE NO. 14

(Government Code Section 51231)

WHEREAS, Jake J. Westra and Alice Westra entered into a Land Conservation Contract with the County of Riverside pursuant to the California Land Conservation Act of 1965 (Government Code Section 51200 et seq.), which contract is dated January 1, 1977, and was recorded March 21, 1977, as Instrument No. 46666, in the Office of the County Recorder of Riverside County, California; and,

WHEREAS, Jake J. Westra and Alice Westra filed a Notice of Nonrenewal on September 25, 1990, which notice was recorded on October 18, 1990, as Instrument No. 382744, in the Office of the County Recorder of Riverside County, California;

WHEREAS, the filing of said Notice of Nonrenewal resulted in the expiration of the contract as it applies to Assessor's Parcel No. 432-030-010-9 on January 1, 2001, pursuant to Government Code Section 51245 and 51246;

WHEREAS, Daniel Boyd, as authorized representative for the current landowner of APN 432-030-010-9, D.R. Horton, has requested to have the property removed from the boundaries of the agricultural preserve; now, therefore,

BE IT RESOLVED, FOUND, DETERMINED AND ORDERED by the Board of Supervisors of the County of Riverside, State of California, in regular session assembled on November 24, 2009, that:

1. **San Jacinto Agricultural Preserve No. 14, Map No. 415, dated February 15, 1977, and on file in the Office of the Clerk of this Board, is amended by deleting therefrom the area shown on the map entitled "AGRICULTURAL PRESERVE MAP NO. 1016: AMENDMENT NO. 1 (DISESTABLISHMENT) OF SAN**

FORM APPROVED COUNTY COUNSEL
BY DAVID H.K. HUFF DATE 11/17/09

JACINTO AGRICULTURAL PRESERVE NO. 14" and described by boundary description thereof, as fully set forth in the attached document entitled "EXHIBIT A, SAN JACINTO AGRICULTURAL PRESERVE NO. 14, MAP NO. 1016 (DISESTABLISHMENT)," which is made part of this resolution, said map and description both being on file in the Office of the Clerk of the Board.

2. The diminishment of San Jacinto Agricultural Preserve No. 14, Map No. 1016, is consistent with the provisions of the Land Conservation Act of 1965, the Riverside County General Plan, and the Rules and Regulations Governing Agricultural Preserves in Riverside County as adopted by the Board of Supervisors.

BE IT FURTHER RESOLVED that the Clerk of this Board shall file and record copies of this resolution, map and boundary description in the Office of the County Recorder of Riverside County, California, with the Director of Conservation of the State of California, and with the Office of the Assessor of Riverside County, California.

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EXHIBIT A
SAN JACINTO AGRICULTURAL PRESERVE NO. 14
MAP NO. 1016
(DISESTABLISHMENT)

All that certain real property situated in the State of California, County of Riverside and described as follows:

PARCEL B:

Parcel 1, in the County of Riverside, State of California, as per Map filed in Book 37, Page 24 of Record of Surveys, in the Office of the County Recorder of Riverside County; and

EXCEPT the East 50 feet in Sanderson Avenue.

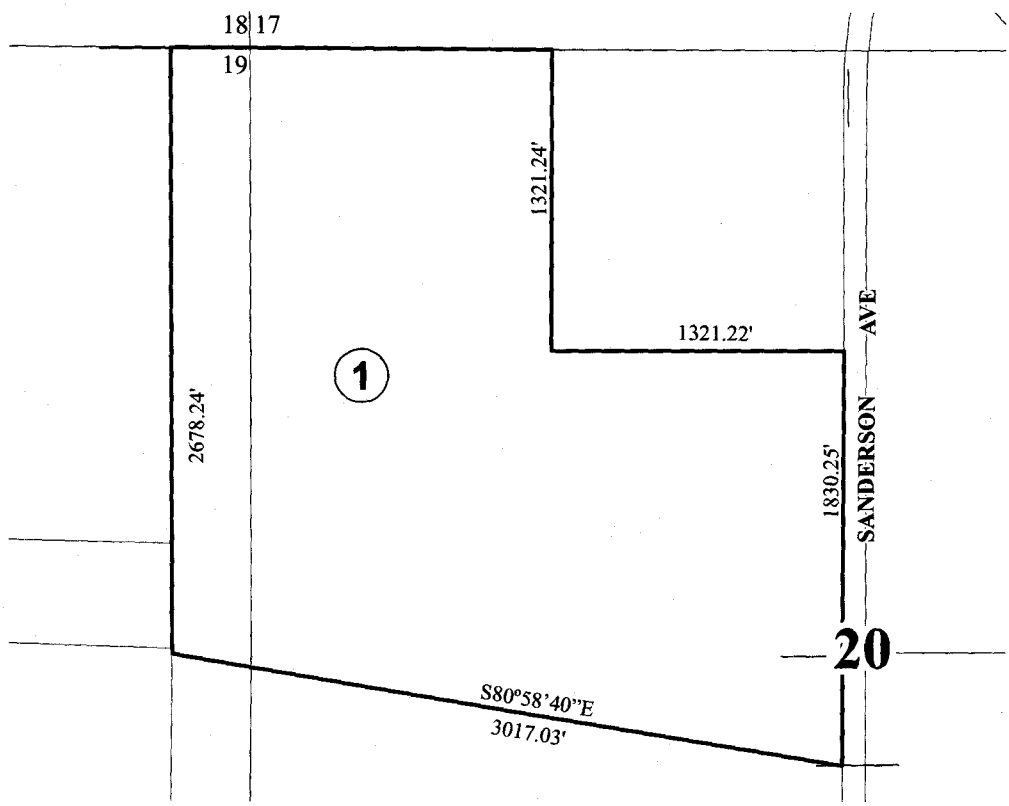
Assessor Parcel No.		Acres (Gross)		Owners
432-030-010-9		158.35		D.R. Horton
Total		158.35		

MAP NO. 415
SAN JACINTO AGRICULTURAL PRESERVE NO. 14

1016

AMENDED BY MAP NO. 1016

T. 4 S., R. 1 W. S.B.B. & M.



AMENDMENTS:
NO. 1, (DISESTABLISHMENT), NOVEMBER 24, 2009, MAP NO. 1016

N

0 500 1,000 Feet

ADOPTED ON FEBRUARY 15, 1977
BY THE BOARD OF SUPERVISORS
OF THE COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA.

RIVERSIDE COUNTY PLANNING COMMISSION

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA 915B

FROM: TLMA - Planning Department

SUBMITTAL DATE:
November 16, 2009

SUBJECT: Adoption of Resolution No. 2009-320 – Disestablishment of San Jacinto Agricultural Preserve No. 15 – Agricultural Preserve Case and Map No. 1017 – Applicant: D.R. Horton – Third Supervisorial District – City of San Jacinto – San Jacinto Valley Area Plan – 201.72 Acres (Gross)

RECOMMENDED MOTION: Adoption of Resolution No. 2009-320 for the disestablishment of San Jacinto Agricultural Preserve No. 15, Map No. 1017, based upon the hereinafter listed findings and conclusions:

FINDINGS:

1. The 201.72-acre parcel is located southerly of the Ramona Expressway, easterly of Odell Avenue, west of and adjacent to N. Sanderson Avenue in the City of San Jacinto, western Riverside County, California.

2. Jake J. Westra and Alice Westra, husband and wife, entered into a land conservation contract with the County of Riverside for land within San Jacinto Agricultural Preserve No. 15. The contract is dated January 1, 1981, and was recorded on January 8, 1981, as Instrument No. 3039 in the Office of the County Recorder of Riverside County, California.

3. Pursuant to the Land Conservation Act, Jake J. Westra and Alice Westra, the property owners of Assessor's Parcel No. (APN) 431-020-005 (which rolled to 432-030-011-0), filed a notice of non-renewal on September 25, 1990, which notice was recorded on October 18, 1990, as Instrument No. 382741, and, as a consequence, the land

Ron Goldman
Planning Director

RG:kb

(Continued On Attached Page)

REVIEWED BY COUNTY COUNSEL
DATE 11/17/09 TYPE NAME David H.K. Huff
Departmental Concurrence

REVIEWED BY EXECUTIVE OFFICE
DATE 11/17/09 Tina Grande

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

2009 NOV 23 AM 7:15

Prev. Agn. Ref. | **District:** Third | **Agenda Number:** 3.104

conservation contract as it applies to the subject property expired on January 1, 2001.

4. Under both the County's Rules and Regulations Governing Agricultural Preserves and the General Plan's Williamson Act Program (i.e., Land Conservation Act), a landowner may apply to have property removed from the boundaries of an agricultural preserve, once the contract has expired.

5. The land conservation contract having expired, Daniel Boyd, as authorized representative for the current property owner of 432-030-011-0, D.R. Horton, has now applied to have the property removed from the boundaries of the agricultural preserve.

CONCLUSION:

1. The disestablishment of San Jacinto Agricultural Preserve No. 15, Map No. 1017, is consistent with the provisions of the Land Conservation Act and the Rules and Regulations Governing Agricultural Preserves in Riverside County as adopted by the Board of Supervisors.

2. The disestablishment of San Jacinto Agricultural Preserve No. 15, Map No. 1017, is consistent with the Riverside County General Plan.

Board of Supervisors **County of Riverside**

RESOLUTION NO. 2009–320

DISESTABLISHMENT OF SAN JACINTO

AGRICULTURAL PRESERVE NO. 15

(Government Code Section 51231)

WHEREAS, Jake J. Westra and Alice Westra, husband and wife, entered into a Land Conservation Contract with the County of Riverside pursuant to the California Land Conservation Act of 1965 (Government Code Section 51200 et seq.), which contract is dated January 1, 1981, and was recorded January 8, 1981, as Instrument No. 3039, in the Office of the County Recorder of Riverside County, California; and,

WHEREAS, Jake J. Westra and Alice Westra filed a Notice of Nonrenewal on September 25, 1990, which notice was recorded on October 18, 1990, as Instrument No. 382741, in the Office of the County Recorder of Riverside County, California;

WHEREAS, the filing of said Notice of Nonrenewal resulted in the expiration of the contract as it applies to Assessor's Parcel No. 432-030-011-0 on January 1, 2001, pursuant to Government Code Section 51245 and 51246;

WHEREAS, Daniel Boyd, as authorized representative for the current landowner of APN 432-030-011-0, D.R. Horton, has requested to have the property removed from the boundaries of the agricultural preserve; now, therefore,

BE IT RESOLVED, FOUND, DETERMINED AND ORDERED by the Board of Supervisors of the County of Riverside, State of California, in regular session assembled on November 24, 2009, that:

1. **San Jacinto Agricultural Preserve No. 15, Map No. 512, dated November 18, 1980, and on file in the Office of the Clerk of this Board, is amended by deleting therefrom the area shown on the map entitled "AGRICULTURAL PRESERVE MAP NO. 1017: AMENDMENT NO. 1 (DISESTABLISHMENT) OF SAN**

FORM APPROVED COUNTY COUNSEL
BY DAVID H.K. HUFF DATE 11/17/09

JACINTO AGRICULTURAL PRESERVE NO. 15" and described by boundary description thereof, as fully set forth in the attached document entitled "EXHIBIT A, SAN JACINTO AGRICULTURAL PRESERVE NO. 15, MAP NO. 1017 (DISESTABLISHMENT)," which is made part of this resolution, said map and description both being on file in the Office of the Clerk of the Board.

2. The disestablishment of San Jacinto Agricultural Preserve No. 15, Map No. 1017, is consistent with the provisions of the Land Conservation Act of 1965, the Riverside County General Plan, and the Rules and Regulations Governing Agricultural Preserves in Riverside County as adopted by the Board of Supervisors.

BE IT FURTHER RESOLVED that the Clerk of this Board shall file and record copies of this resolution, map and boundary description in the Office of the County Recorder of Riverside County, California, with the Director of Conservation of the State of California, and with the Office of the Assessor of Riverside County, California.

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EXHIBIT A
SAN JACINTO AGRICULTURAL PRESERVE NO. 15
MAP NO. 1017
(DISESTABLISHMENT)

All that certain real property situated in the State of California, County of Riverside and described as follows:

PARCEL A:

Parcel 2, as shown on Record of Survey, on file in Book 37, Page 24 of Records of Survey, Records of Riverside County, California.

EXCEPT the Easterly 50 feet.

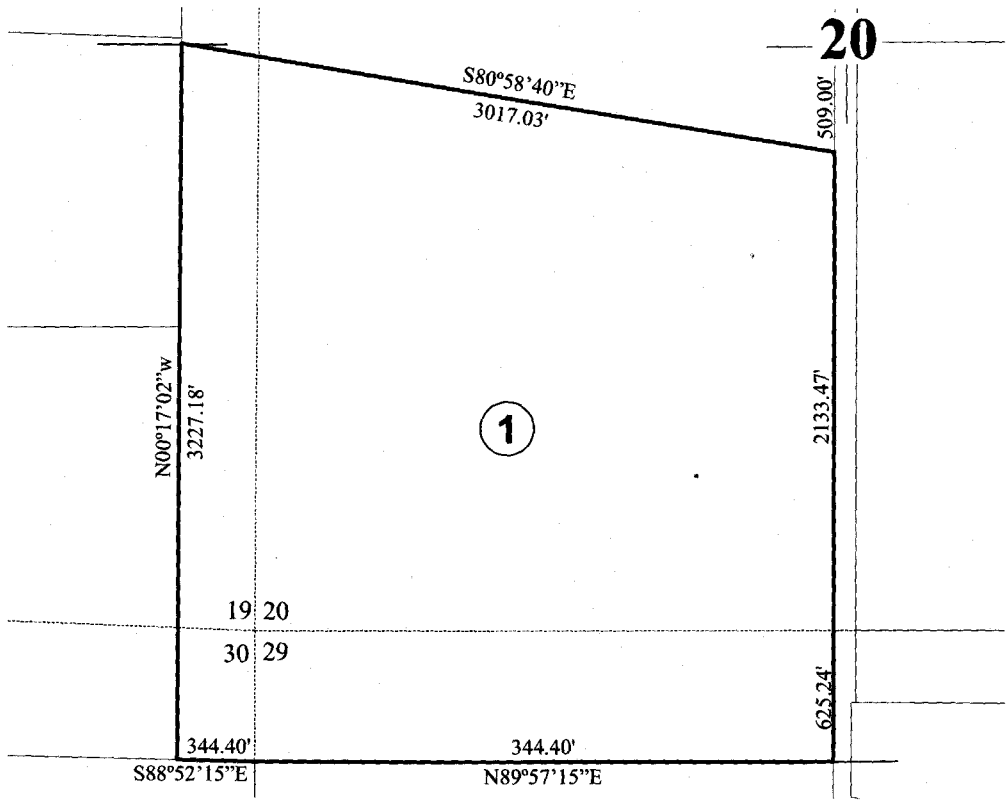
Assessor Parcel No.		Acres (Gross)		Owners
432-030-011-0		201.72		D.R. Horton
Total		201.72		

MAP NO. 512
SAN JACINTO AGRICULTURAL PRESERVE NO. 15

1017

AMENDED BY MAP NO. 1017

T. 4 S., R. 1 W. S.B.B. & M.



AMENDMENTS:
NO. 1, (DISESTABLISHMENT), NOVEMBER 24, 2009, MAP NO. 1017

N

Feet
0 520 1,040

ADOPTED ON NOVEMBER 18, 1980
BY THE BOARD OF SUPERVISORS
OF THE COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA.

RIVERSIDE COUNTY PLANNING COMMISSION

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA 9.14B

FROM: TLMA - Planning Department

SUBMITTAL DATE:
November 16, 2009

SUBJECT: Adoption of Resolution No. 2009-322 – Diminishment of San Jacinto Agricultural Preserve No. 8 – Agricultural Preserve Case and Map No. 1018 – Applicant: D.R. Horton – Third Supervisorial District – City of San Jacinto – San Jacinto Valley Area Plan – 109.47 Acres (Gross)

RECOMMENDED MOTION: Adoption of Resolution No. 2009-322 for the diminishment of San Jacinto Agricultural Preserve No. 8, Map No. 1018, based upon the hereinafter listed findings and conclusions:

FINDINGS:

1. The 109.47-acre parcel is located southerly of the Ramona Expressway, easterly of Warren Road and westerly of N. Sanderson Avenue in the City of San Jacinto, western Riverside County, California.

2. Charles M. Ross; David H. Ross; and Hyrosen Properties, Inc., a California corporation, entered into a land conservation contract with the County of Riverside for land within San Jacinto Agricultural Preserve No. 8. The contract is dated January 1, 1976, and was recorded on January 28, 1976, as Instrument No. 11835 in the Office of the County Recorder of Riverside County, California.

3. Pursuant to the Land Conservation Act, Jake J. Westra and Alice Westra, the subsequent property owners of Assessor's Parcel No. (APN) 431-020-015-6 (which rolled to 432-030-006-6), filed a notice of non-renewal on September 25, 1990, which notice was recorded on October 18, 1990, as Instrument No. 382742, and, as a

Ron Goldman
Planning Director

RG:kb

(Continued On Attached Page)

REVIEWED BY COUNTY COUNSEL
DATE 11/17/09 TYPE NAME David H.K. Huff
Departmental Concurrence

REVIEWED BY EXECUTIVE OFFICE
DATE 11/17/09 Tina Grande

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

Prev. Agn. Ref.	District: Third	Agenda Number: 3.105

consequence, the land conservation contract as it applies to the subject property expired on January 1, 2001.

4. Under both the County's Rules and Regulations Governing Agricultural Preserves and the General Plan's Williamson Act Program (i.e., Land Conservation Act), a landowner may apply to have property removed from the boundaries of an agricultural preserve, once the contract has expired.

5. The land conservation contract having expired, Daniel Boyd, as authorized representative for the current property owner of 432-030-006-6, D.R. Horton, has now applied to have the property removed from the boundaries of the agricultural preserve.

CONCLUSION:

1. The diminishment of San Jacinto Agricultural Preserve No. 8, Map No. 1018, is consistent with the provisions of the Land Conservation Act and the Rules and Regulations Governing Agricultural Preserves in Riverside County as adopted by the Board of Supervisors.

2. The diminishment of San Jacinto Agricultural Preserve No. 8, Map No. 1018, is consistent with the Riverside County General Plan.

Board of Supervisors **County of Riverside**

RESOLUTION NO. 2009–322

DISESTABLISHMENT OF SAN JACINTO

AGRICULTURAL PRESERVE NO. 8

(Government Code Section 51231)

WHEREAS, Charles M. Ross; David H. Ross; and Hyrosen Properties, Inc., a California corporation, entered into a Land Conservation Contract with the County of Riverside pursuant to the California Land Conservation Act of 1965 (Government Code Section 51200 et seq.), which contract is dated January 1, 1976, and was recorded January 28, 1976, as Instrument No. 11835, in the Office of the County Recorder of Riverside County, California; and,

WHEREAS, Jake J. Westra and Alice Westra, the subsequent property owners of Assessor's Parcel No. (APN) 431-020-015-6 (which went to 432-030-006-6), filed a Notice of Nonrenewal on September 25, 1990, which notice was recorded on October 18, 1990, as Instrument No. 382742, in the Office of the County Recorder of Riverside County, California;

WHEREAS, the filing of said Notice of Nonrenewal resulted in the expiration of the contract as it applies to the subject property on January 1, 2001, pursuant to Government Code Section 51245 and 51246;

WHEREAS, Daniel Boyd, as authorized representative for the current landowner of APN 432-030-006-6, D.R. Horton, has requested to have the property removed from the boundaries of the agricultural preserve; now, therefore,

BE IT RESOLVED, FOUND, DETERMINED AND ORDERED by the Board of Supervisors of the County of Riverside, State of California, in regular session assembled on November 24, 2009, that:

1. **San Jacinto Agricultural Preserve No. 8, Map No. 341, dated October 7, 1975, and on file in the Office of the Clerk of this Board, is amended by deleting therefrom the area shown on the map entitled "AGRICULTURAL PRESERVE MAP NO.**

FORM APPROVED COUNTY COUNSEL
BY: DAVID H.K. HUFF DATE 11/17/09

1018: AMENDMENT NO. 1 (DIMINISHMENT) OF SAN JACINTO AGRICULTURAL PRESERVE NO. 8" and described by boundary description thereof, as fully set forth in the attached document entitled "EXHIBIT A, SAN JACINTO AGRICULTURAL PRESERVE NO. 8, MAP NO. 1018 (DIMINISHMENT)," which is made part of this resolution, said map and description both being on file in the Office of the Clerk of the Board.

2. The diminishment of San Jacinto Agricultural Preserve No. 8, Map No. 1018, is consistent with the provisions of the Land Conservation Act of 1965, the Riverside County General Plan, and the Rules and Regulations Governing Agricultural Preserves in Riverside County as adopted by the Board of Supervisors.

BE IT FURTHER RESOLVED that the Clerk of this Board shall file and record copies of this resolution, map and boundary description in the Office of the County Recorder of Riverside County, California, with the Director of Conservation of the State of California, and with the Office of the Assessor of Riverside County, California.

///

///

EXHIBIT A
SAN JACINTO AGRICULTURAL PRESERVE NO. 8
MAP NO. 1018
(DIMINISHMENT)

All that certain real property situated in the State of California, County of Riverside and described as follows:

PARCEL D:

Farm Lot 127 of the Lands of the San Jacinto Land Association, in the County of Riverside, State of California, as per map recorded in Book 8, Page 357 of Maps, in the Office of the County Recorder of San Diego County, California.

EXCEPT that portion described as follows:

Beginning on the Northwest corner of Lot 17 of Graham's Hemet Subdivision as shown by map recorded in Book 9, Page 27 of Maps, in the Office of the County Recorder of said Riverside County;

Thence on the Northerly line of said Lot 17 and the North line of Lot 18 of said Graham's Hemet Subdivision South 88° 57' 02" East, 2340.35 feet to a 3" x 3" wood post shown on Record of Survey map filed in Book 19, Page 28 of Record of Surveys of said Riverside County;

Thence on the Easterly boundary of said Record of Survey North 00° 17' 36" West, 3722.41 feet to a point hereinafter referred to as Point "A";

Thence parallel with said Northerly line of Lots 17 and 18 North 88° 57' 02" West, 2311.78 feet to the Westerly line of said Farm Lot 127;

Thence on the Westerly line of said Farm Lots 127 and 135 and the Westerly line of Tract XXIII of Rancho San Jacinto Viejo, South 00° 18' 55" East, 3722.45 feet to the point of beginning.

ALSO EXCEPT that portion lying within Parcel 1 of Record of Survey as shown by map on file in Book 35, Page 62 of Records of Survey, Records of Riverside County, California.

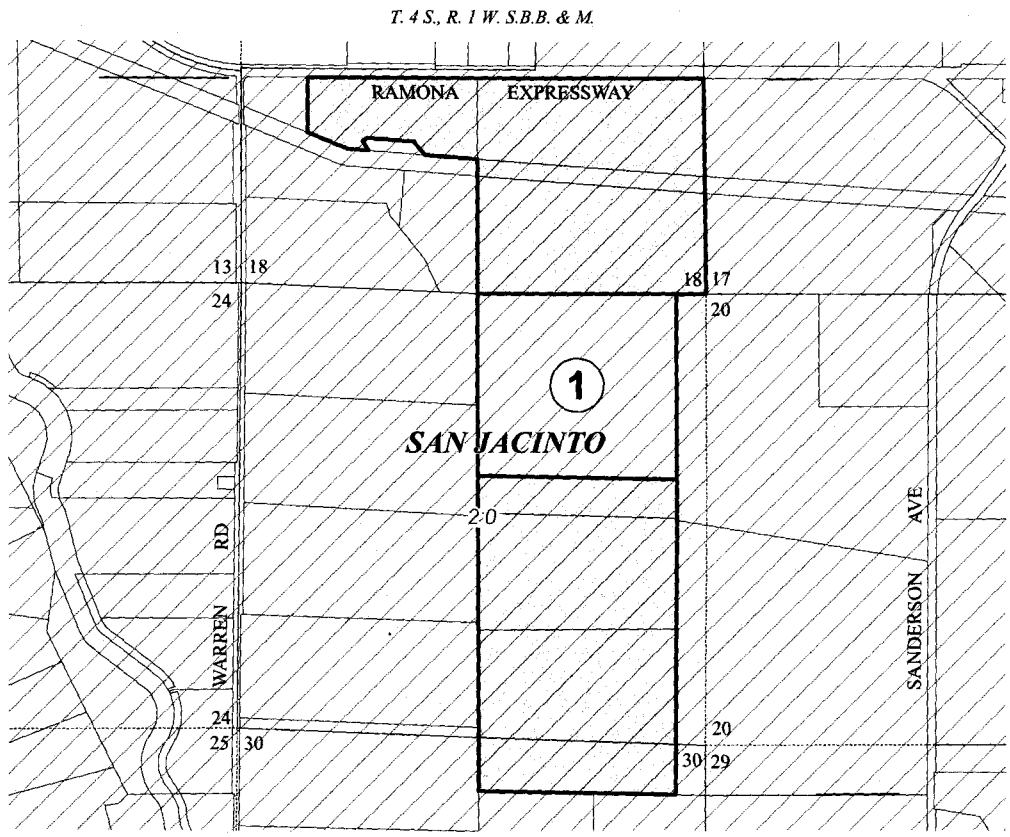
ALSO EXCEPT that portion lying within Parcel 1 of Record of Survey as shown by map on file in Book 37, Page 24 of Records of Survey, Records of Riverside County, California.

Assessor Parcel No.		Acres (gross)		Owners
432-030-006-6		109.47		D.R. Horton
TOTAL		109.47		

MAP NO. 341
SAN JACINTO AGRICULTURAL PRESERVE NO. 8

1018

AMENDED BY MAP NO. 1018



AMENDMENTS:
NO. 1, (DIMINISHMENT), NOVEMBER 24, 2009, MAP NO. 1018

N

0 1,000 2,000 Feet

ADOPTED ON OCTOBER 7, 1975
BY THE BOARD OF SUPERVISORS
OF THE COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA.

RIVERSIDE COUNTY PLANNING COMMISSION

FORM APPROVED COUNTY COUNSEL
BY: MARSHA L. VICTOR DATE 10/26/09

Departmental Concurrence

811A

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

FROM: TLMA - Transportation Department

SUBMITTAL DATE: October 22, 2009

SUBJECT: Gene Autry Trail Bridge Widening Project over UPRR Tracks - Reimbursement Agreement between the County of Riverside (COUNTY) and the City of Palm Springs (CITY)

RECOMMENDED MOTION: That the Board approve and execute the attached Reimbursement Agreement between the County of Riverside and the City of Palm Springs.

BACKGROUND: The City of Palm Springs is the lead agency for the Gene Autry Trail Bridge widening project over the Union Pacific Railroad (UPRR) tracks. Since the Gene Autry Trail Bridge Widening project will tie into the County of Riverside's Palm Drive/Gene Autry Trail Interchange project, the City felt that it would be more cost effective and efficient to construct both projects together.

Juan C. Perez
Director of Transportation

CW:cw
(Continued On Attached Page)

FINANCIAL DATA				
	Current F.Y. Total Cost:	$ 6,300,000	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: City of Palm Springs (100%)

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. | **District:** 5 | **Agenda Number:** 3.106

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

Form 11 (Rev 07/2007)

The County incorporated the City's project with the Interchange project. The County advertised the combined Palm Drive/Gene Autry Trail Interchange and Gene Autry Trail Bridge project on September 1, 2009 and will award and administer this combined construction contract. The City will provide all funding for construction, construction inspection and construction survey for the Gene Autry Trail Bridge project.

The construction of the Gene Autry Trail Bridge and the Palm Drive/Gene Autry Trail Interchange Project is anticipated to start in January 2010.

Project No: B9-0995 (Gene Autry Trail Bridge Widening over UPRR)

AGREEMENT BY AND BETWEEN

RIVERSIDE COUNTY

Contract No. 09-10-005
Riverside Co. Transportation

AND

CITY OF PALM SPRINGS

FOR ROADWAY IMPROVEMENT ON

GENE AUTRY TRAIL IN THE

CITY OF PALMS SPRINGS CITY LIMITS

This Agreement entered into this _____ day of _____, 2009, by and between the County of Riverside, (hereinafter "COUNTY"), and the City of Palm Springs, (hereinafter "CITY") for the provision of certain roadway improvements on Gene Autry Trail located within the jurisdictional boundaries of the CITY.

RECITALS

A. CITY has determined that there is great need for the bridge and roadway improvements on Gene Autry (hereinafter "PROJECT") as shown in Exhibit A (Vicinity Map).

B. CITY desires to have the COUNTY take a lead role in incorporating the PROJECT with the COUNTY's P Drive/Gene Autry Trail Interchange Project at Interstate 10 in an interest to coordinate the construction of projects and to reduce overall costs by processing the two separate projects as one project.

C. COUNTY and CITY desire to designate COUNTY as the lead agency for the PROJECT and COUNTY w therefore provide the administrative, technical, managerial, and support services necessary to construct the project.

D. CITY desires to define herein the terms and conditions under which said PROJECT is to be administered, environmentally cleared, engineered, coordinated, constructed, managed, maintained and financed.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

SECTION 1 • CITY AGREES:

1. To fund one hundred percent (100%) of the cost of the preparation of plans, specifications and estimates (PS&E), preparation of an environmental document (ED) and obtaining environmental clearance, providing

utility coordination and relocation of impacted utilities, and advertising, awarding and administering a public works construction contract necessary to construct PROJECT improvements that are located within the jurisdictional boundaries of the CITY.. The estimated costs for CITY's improvements are provided in Exhibit "B" attached hereto and incorporated herein. Any costs in excess of 10% of those set forth on Exhibit "B" shall be approved in writing by the CITY prior to the COUNTY incurring said costs.

2. To prepare, or cause to be prepared, detailed PS&E documents for the PROJECT and submit to County for review at appropriate stages of development. Final plans for improvements within the CITY's right of way shall be signed by a Civil Engineer registered in the State of California. Deviations from standards shall be coordinated with and approved by COUNTY. COUNTY shall not solicit construction bids until CITY has an approved PS&E documents for the PROJECT.
3. To identify and locate all utility facilities within the PROJECT area as part of its PROJECT design responsibility. If any existing public and/or private utility facilities conflict with PROJECT construction, CITY shall make all necessary arrangements with the owners of such facilities for their protection, relocation, or removal. All utility facilities shall be identified on the PROJECT plans and specifications, and conflicting utilities shall be denoted. CITY shall require the utility owner and/or its contractors performing the relocation work within CITY's right of way to obtain a CITY encroachment permit prior to the performance of said relocation work.
4. To prepare an environmental document and to obtain necessary environmental clearances in accordance with the California Environmental Quality ACT (CEQA) and National Environmental Policy Act (NEPA).
5. To prepare and obtain railroad agreement for the construction of PROJECT over the Union Pacific Railroad tracks.
6. To provide, at no cost to COUNTY, oversight of PROJECT and to provide prompt reviews and approvals, as appropriate, of submittals by COUNTY, and to cooperate in timely processing of PROJECT.
7. To issue, at no cost to COUNTY or it contractors, upon proper application by COUNTY or COUNTY's contractor, an encroachment permit authorizing entry onto CITY's right of way to perform survey and other investigative activities required for preparation of the ED, PS&E or Construction of project.
8. To provide a representative to coordinate through the COUNTY's Resident Engineer during the construction

of PROJECT and to verify that facilities are constructed in accordance with the approved PS&E documents as required by this agreement. It is mutually understood that CITY personnel may observe and inspect all work being done on Project, but shall provide any comments to COUNTY personnel who shall be solely responsible for all communications with COUNTY contractor.

9. To pay any costs associated with the assistance of the preparation of the PS&E, advertising, awarding and administering of the construction contract for the PROJECT retroactive to March 4, 2009.
10. To deposit with COUNTY, prior to award of the construction contract for the PROJECT, $630,000, which is ten percent (10%) of the total estimated PROJECT costs for which CITY is responsible for paying, as shown on Exhibit "B" attached hereto. [The remaining balance will be paid to the COUNTY within 30 days of receipt of COUNTY billing for a portion of the actual expenditures for the month and continue making such payments on a monthly basis until completion of construction, capital and support activities for the PROJECT].

SECTION 2 • COUNTY AGREES:

1. To review the special provisions and specifications package.
2. To advertise, award and administer a public works contract for the construction of PROJECT in accordance with all applicable laws, including but not limited to the local Agency Public Construction Code, the California Labor Code, and in accordance with the permit issued by the Riverside County Transportation Department.
3. To make written application to CITY for an encroachment permit authorizing entry into CITY's right of way for the purposes of constructing PROJECT.
4. To furnish a representative to perform the function of Resident Engineer during construction of PROJECT. The Resident Engineer shall be a Licensed Civil Engineer. If the PROJECT plans and specifications are prepared by a private engineering company, the Resident Engineer shall not be an employee of that company. The Resident Engineer shall also be independent of the construction contractor.
5. To furnish qualified support staff to assist the Resident Engineer in, but not limited to, construction surveys, soils and foundation tests, measurement and computation of quantities, testing of construction materials, checking shop drawings, preparation of estimates and reports, preparation of as-built drawings, and other inspection and staff services necessary to assure that the construction is performed in accordance with the PS&E documents.

6. To construct PROJECT in accordance with approved PS&E documents.
7. To provide material testing and quality control conforming to the Caltrans Standard Testing Methods as provided in Chapter 16 of the Local Assistance Procedures Manual, and to have this testing performed by a certified material tester.
8. To submit any contract change order that causes the construction contract to exceed 10% of the contract bid amount to CITY for review and approval prior to final authorization by COUNTY.
9. To furnish CITY a complete set of full-sized film positive reproducible as-built plans and all contract records, including survey documents, within sixty (60) days following the completion and acceptance of the PROJECT construction contract. CITY also desires electronic copies of completed plans if available. If electronic copies are provided it is requested that they be provided on CD-R media.
10. To furnish CITY a final reconciliation of project expenses within ninety (90) days following the completion and acceptance of the PROJECT construction contract. If final costs associated with the CITY's improvements are in excess of the deposit provided in Section 2, COUNTY shall include a final bill with the financial reconciliation. If final costs associated with the CITY's improvements are less than the deposit provided in Section 2, COUNTY shall include a reimbursement for the difference with the financial reconciliation.

SECTION 3 • IT IS MUTUALLY AGREED AS FOLLOWS:

1. The total cost of PROJECT is estimated to be $ 6,300,000 as detailed in Exhibit "B".
2. COUNTY shall not be obligated to award a contract to construct PROJECT until after receipt of CITY's deposit as required in Section 2.
3. If upon opening of bids for construction of PROJECT and if the bids indicate a cost overrun of no more than 15% of the construction costs estimate as described in Exhibit "B" will occur, COUNTY may award the contract.
4. If upon opening of bids, it is found that a cost overrun exceeding fifteen percent (15%) of the Total Estimate Cost will occur, COUNTY and CITY shall endeavor to agree upon an alternative course of action. If, after thirty (30) calendar days from the date of bid opening, an alternative course of action is not agreed upon, this Agreement shall be deemed to be terminated by mutual consent, with each agency sharing incurred costs in accordance with the cost shares as set forth in Section I, Article (1), Section II, Article (1).

5. Construction by COUNTY of improvements referred to herein which lie within CITY rights of way shall not be commenced until an Encroachment Permit to COUNTY, or COUNTY's contractor, authorizing such work has been issued by CITY.
6. COUNTY shall cause COUNTY's contractor to maintain in force, until completion and acceptance of the PROJECT construction contract, a policy of Contractual Liability Insurance, including coverage of Bodily Injury Liability and Property Damage Liability, in the amount of $2,000,000 minimum single limit coverage, and a policy of Automobile Liability Insurance in the amount of $1,000,000 minimum. Endorsements to each policy shall be required which name the CITY, its officers, officials, agents and employees as additionally insured. COUNTY shall also require COUNTY's contractor to maintain Worker's Compensation Insurance. COUNTY shall provide Certificates of Insurance and Additional Insured Endorsements which meet the requirements of this section to CITY prior to the start of construction.
7. Ownership and title to all materials, equipment, and appurtenances installed as part of this agreement will automatically be vested with the jurisdiction for which the improvements reside and no further agreement will be necessary to transfer ownership.
8. Neither COUNTY nor CITY shall be responsible for any maintenance of the improvements provided by PROJECT that are located outside of their respective right of way boundaries.
9. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by both parties and no oral understanding or agreement not incorporated herein shall be binding on either party hereto.
10. COUNTY and CITY shall retain or cause to be retained for audit for a period of three (3) years from the date of final payment, all records and accounts relating to PROJECT.
11. Neither COUNTY nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement. It is further agreed that pursuant to Government Code Section 895.4, CITY shall fully indemnify and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY

under this Agreement.

12. Neither CITY nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under this Agreement. It is further agreed that pursuant to Government Code Section 895.4, COUNTY shall fully indemnify and hold CITY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under this Agreement.
13. This agreement and the exhibits herein contain the entire agreement between the parties, and are intended by the parties to completely state the agreement in full. Any agreement or representation respecting the matters dealt with herein or the duties of any party in relation thereto, not expressly set forth in this agreement, is null and void.
14. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or affect the legal liability of either party to the Agreement by imposing any standard of care with respect to the maintenance of roads different from the standard of care imposed by law.
15. This agreement may be executed in one or more counterparts and when a counterpart shall have been signed by each party hereto, each shall be deemed an original, but all of which constitute one and the same instrument.
16. This Agreement shall terminate upon completion of the PROJECT or upon mutual agreements of the parties.

APPROVALS

COUNTY Approvals

APPROVED AS TO FORM:

M Victor, Deputy Dated: 10/26/09
Marsha L. Victor
PAMELA J. WALLS

County Counsel

APPROVAL BY THE BOARD OF SUPERVISORS

_____ Dated: _____

JEFF STONE
PRINTED NAME

Chairman, Riverside County Board of Supervisors

ATTEST:

_____ Dated: _____

Kecia Harper-Ihem

Clerk of the Board (SEAL)

CITY OF PALM SPRINGS Approvals

APPROVED AS TO FORM:

_____ Dated: 9-14-09

DOUGLAS C. HOLLAND

City Attorney

APPROVED BY CITY COUNCIL
9.2.09 JG A56665

APPROVED BY:

_____ Dated: 9/15/09

DAVID H. READY

City Manager

ATTEST:

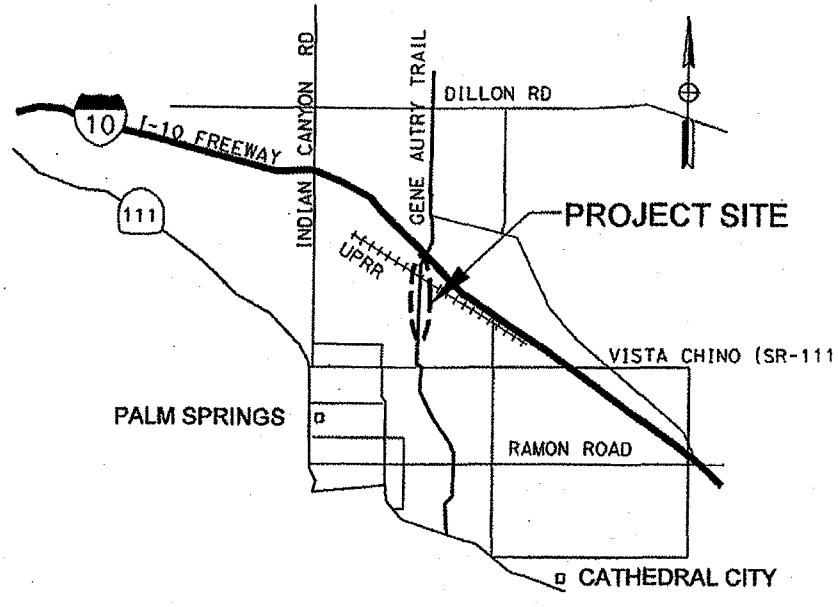
_____ Dated: 09/15/2009

James Thompson

City Clerk (SEAL)

GENE AUTRY TRAIL WIDENING - CITY PROJECT NO. 01-04
PALM SPRINGS, CALIFORNIA

FEDERAL PROJECT NO. RPMSTPL 5282(018)



VICINITY MAP
NO SCALE

EXHIBIT B • PROJECT COST ESTIMATE

TASK	CITY	COUNTY	TOTAL
Preliminary Survey	$0	$0	$0
Plans, Specs & Estimate	$50,000	$0	$50,000
Environmental	$0	$0	$0
Utilities	$0	$0	$0
Construction (Includes 10% Contingency)	$5,500,000	$0	$5,500,000
Construction Engineering and Inspection	$500,000	$0	$500,000
Construction Survey	$250,000	$0	$250,000
TOTALS	$6,300,000	$0	$6,300,000

FORM APPROVED COUNTY COUNSEL
BY: MARSHA L. VICTOR DATE 10/26/09

Departmental Concurrence

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

812A

FROM: TLMA - Transportation Department

SUBMITTAL DATE: October 29, 2009

SUBJECT: Agreement between the State of California Department of California Highway Patrol (CHP) and The County of Riverside for traffic control services for the State Route 60/Valley Way Interchange Project

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and execute the attached agreement between the State of California CHP and the County of Riverside and;

2. Authorize the Chairman to execute the same.

BACKGROUND: The existing interchange at State Route 60/Valley Way is currently functioning at an undesirable level of service due to the close proximity of the interchange

Juan C. Perez
Director of Transportation

BEC
(Continued on next page)

FINANCIAL DATA				
	Current F.Y. Total Cost:	$ 47,449	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: Measure A (33%), CMAQ (33%) and Federal Stimulus (34%)

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. | **District:** 2 | **Agenda Number:** 3.107

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

Form 11 (Rev 07/2007)

ramps with the Valley Way/Mission Boulevard intersection.

To improve traffic circulation, the County of Riverside is proposing to close the existing eastbound exit ramp and relocate it westerly to the intersection of Mission Boulevard at Byrne Road. In order to facilitate this interchange modification, improvements to the intersection of Mission Boulevard and Valley Way are also required.

This agreement between the State of California CHP and the County of Riverside is for traffic control services during the construction phase of the project. CHP traffic control services are required by Caltrans and will help reduce the potential for traffic accidents within the construction zone and encourage motorists to drive in a safe manner.

The construction of the State Route 60/Valley Way Interchange Project is expected to be fully funded by multiple sources. The County competed for Federal Economic Stimulus funds under the American Recovery and Reinvestment Act for this project and was successful in obtaining $4,482,000. The Valley Way/SR-60 interchange project will create construction jobs, and vastly improve traffic operations and safety at this congested interchange.

Project No. B00491

Contract No. 09-10-003
Riverside Co. Transportation

CHP Agreement # 9R840001
T.G.

STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
AND
RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT
TRAFFIC ENFORCEMENT AGREEMENT

THIS AGREEMENT is made and entered into this 1st day of September, 2009, by and between the State of California, acting by and through Department of California Highway Patrol, hereinafter called CHP, and Riverside County Transportation Department, hereinafter called Riverside County Transportation Department.

WITNESSETH: By and in consideration of the covenants and conditions herein contained, CHP and Riverside County Transportation Department do hereby agree as follows:

1. The CHP agrees to provide Riverside County Transportation Department, traffic control services for SR-60/ Valley Way Interchange.

2. The term of this Agreement is 10/01/2009 through 07/31/2010.

3. At the request of Riverside County Transportation Department, CHP Riverside Area office shall provide CHP officer(s) with vehicles and coordinate all traffic control. Should the CHP Riverside Area be unable to fill the necessary staffing for each event, the shortage of CHP Officers will be utilized from out-of-Area uniformed personnel.

4. The Contract Coordinators for this Agreement shall be:

Department of California Highway Patrol CHP Riverside Area O. Magana, Overtime Coordinator 8118 Lincoln Ave, Riverside, CA 92504 (951) 637-8000	Riverside County Transportation Department Benjie Cho, Associate Engineer 3525 14th St, Riverside, CA 92501 (951) 955-6800

5. The hours of duty performed by CHP officer(s) under this Agreement are those mutually agreed upon by CHP Contract Coordinator and Riverside County Transportation Department. Any changes to the proposed plan such as additional hours, dates, and sites for traffic control can be requested and/or on an "as needed" basis and must be mutually agreed upon by the local CHP command and Riverside County Transportation Department.

6. The traffic control service to be performed by CHP officer(s) under this Agreement, including the standards of performance, discipline and control thereof, shall be the responsibility of CHP.

7. The CHP and Riverside County Transportation Department agree this Agreement may be canceled by either party with thirty (30) days advance written notice.

8. In the event of an emergency, this Agreement may be canceled by either party without prior notice.

9. Should CHP officer(s) report to the assigned detail location and if for any reason CHP reassigns the officer(s) away from the detail, Riverside County Transportation Department shall be billed only for the officer(s) actual time incurred from CHP Area office to the service location and for the time spent at the assigned detail location covered under this Agreement.

10. The CHP and Riverside County Transportation Department agree that this Agreement may be amended by written mutual consent of the parties hereto.

11. This Agreement includes hourly usages and anticipated mileage for this SR-60/ Valley Way Interchange.

    The following is an estimate of cumulative costs for this SR-60/ Valley Way Interchange:

Sergeant Hours:	0 hours
Officer Hours:	560 hours
Motor Officer Hours:	0 hours
Patrol car mileage:	600 miles
Motorcycle mileage:	0 miles

12. In consideration for the above services, Riverside County Transportation Department agrees to reimburse the CHP upon receipt of an itemized invoice. Riverside County Transportation Department agrees to reimburse the CHP for **the actual costs incurred** at the time services are provided. The rates indicated in this agreement are for estimate purposes only. In the event CHP is granted a rate increase, Riverside County Transportation Department agrees to pay the increased rate. The following information are the CHP officer and sergeant overtime rates effective Fiscal Year 09/10, until superceded:

CLASSIFICATION	OVERTIME RATE
CHP Officer	$79.15 per hour
CHP Sergeant	$96.22 per hour
M/C Officer	$81.88 per hour
M/C Sergeant	$99.55 per hour
CHP Automobile	$00.67 per mile
CHP Motorcycle	$00.85 per mile

    It is understood by both parties that rate increases in salary and benefits are governed by collective bargaining agreements and/or statute and that no advance written notification is necessary prior to implementing the increased rates.

13. Unforeseen events may require CHP officer(s) to expend hours in excess of the original estimate. Any costs in excess of the original estimated amount will be processed by appropriate amendment to the Agreement, to reflect the actual costs incurred.

14. The total amount of this Agreement shall not exceed $ 47,448.80, except as specified in Paragraph 12.

15. It is understood by Riverside County Transportation Department that billing of CHP officer(s) time shall be from portal to portal (CHP Area office to the service location and return to CHP Area office) except as specified in Paragraph 9.

16. The CHP shall provide Riverside County Transportation Department with an itemized invoice which details all CHP costs for traffic control services under this Agreement.

    Monthly itemized invoices will be submitted in duplicate to:

    Riverside County Transportation Department
    Benjie Cho, Associate Engineer
    3525 14th St, Riverside, CA 92501
    (951) 955-6800

    The Riverside County Transportation Department agrees to pay CHP within thirty (30) days after the date of the invoice.

17. OTHER REQUIREMENTS

    If the CHP officer(s) has reported to the assigned location and has worked less than four (4) hours, Riverside County Transportation Department agrees to pay every assigned CHP officer(s) a minimum of four (4) hours overtime. Exception: This does not apply to those cases when the hours worked is part of an extended shift.

    If the CHP officer(s) report(s) to the assigned service location and if for any reason CHP reassigns the officer(s) away from the service location, Riverside County Transportation Department will be billed only for the officer(s) actual time incurred from the CHP Area office to the service location and for the time spent at the assigned service location.

18. CANCELLATION

    The Riverside County Transportation Department shall not be charged for cancellations made more than 24 hours prior to the scheduled assignment.

    a. The Riverside County Transportation Department agrees that if cancellation is made within 24 hours prior to the scheduled assignment and the assigned CHP officer(s) cannot be notified of such cancellation, a minimum of four (4) hours overtime shall be charged for each assigned CHP officer.

    b. The Riverside County Transportation Department agrees that if cancellation is made within 24 hours prior to the scheduled assignment and CHP officer(s) is notified of such cancellation, Riverside County Transportation Department shall only be charged a short notice cancellation fee of $50.00 per assigned CHP officer(s).

    c. All cancellation notices to CHP must be made during normal CHP business hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding state holidays.

    d. The CHP agrees to make reasonable efforts to notify the assigned CHP officer(s) of the cancellation.

19. Additional charges may be assessed for CHP supplies, additional equipment utilized, damage to property repaired or replaced at state expense, which are directly related to the services provided herein.

20. Gifts, donations, or gratuities may not be accepted by CHP employees in their own behalf or in behalf of the Department, informal squad club, or other local funds.

21. AUDIT

    Riverside County Transportation Department agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy and records and supporting documentation pertaining to the performance of this Agreement. Riverside County Transportation Department agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Riverside County Transportation Department agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Riverside County Transportation Department agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et CCR Title 2, Section 1896).

22. DISPUTES

    Any dispute concerning a question of fact arising under the terms of this agreement which is not disposed within a reasonable period of time (ten days) by the parties normally responsible for the administration of this contract shall be brought to the attention of the Administrative Services Officer (or designated representative) of each organization for joint resolution

23. The Riverside County Transportation Department agrees to indemnify, defend and save harmless the state, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Riverside County Transportation Department in the performance of this Agreement.

24. The Riverside County Transportation Department agrees to provide CHP with a resolution, motion, order or ordinance of the governing body, which authorizes execution of this Agreement, and indicates the individual who is authorized to sign the Agreement on behalf of Riverside County Transportation Department.

COUNTY Approvals

RECOMMENDED FOR APPROVAL:

Dated: 10/20/09

JUAN C. PEREZ

Director of Transportation

APPROVED AS TO FORM:

Marsha L. Victor, Deputy Dated: 10/26/09

Marsha L. Victor
PAMELA J. WALLS

County Counsel

APPROVAL BY THE BOARD OF SUPERVISORS

_____ Dated: _____

PRINTED NAME

Chairman, Riverside County Board of Supervisors

ATTEST:

_____ Dated: _____

KECIA HARPER-IHEM

Clerk to the Board

STATE OF CALIFORNIA

Department of California Highway Patrol

KV Smith for Dated: 9/24/09

L. A. PAOLINI

Administrative Service Officer

FORM APPROVED COUNTY COUNSEL
BY: MARSHA L. VICTOR DATE 10/28/09

Departmental Concurrence

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

8.13A

FROM: TLMA - Transportation Department

SUBMITTAL DATE:
October 29, 2009

SUBJECT: Etiwanda Avenue and Van Buren Boulevard intersection pavement replacement and resurfacing of Etiwanda Avenue from Van Buren Boulevard Northerly to Philadelphia Avenue, and the associated improvements in the Mira Loma area.

RECOMMENDED MOTION: That the Board accept the low bid of All American Asphalt of Corona CA, in the amount of $3,477,523. Award the contract to that firm and authorize the Chairman of the Board to execute the contract documents.

BACKGROUND: By Minute Order dated July 21, 2009 (agenda item 3.95) the Board authorized the Clerk of the Board to advertise for the Etiwanda Avenue and Van Buren Boulevard intersection pavement replacement and resurfacing of Etiwanda Avenue from Van Buren Boulevard Northerly to Philadelphia Avenue, and the associated improvements in the Mira Loma area. Bids for the project were opened in the office of the Director of Transportation

Juan C. Perez
Director of Transportation

JCP:jj:sb:
(Continued On Attached Pages)

FINANCIAL DATA				
	Current F.Y. Total Cost:	$ 3,477,523	**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: STP - Formula [Urban/Urban Place] (54.7%), Proposition 1B [State bond funds - Local Roads] (42.2%), Measure A / Western (2.5%), Jurupa Community Services District (0.6%)

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

C.E.O. RECOMMENDATION:

APPROVE
BY: Tina Grande

County Executive Office Signature

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

Prev. Agn. Ref. 7/21/09 (3.95), **District:** 2 **Agenda Number:** 3.108

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

Form 11 (Rev 07/2007)

at 2:00 PM, Wednesday, August 26, 2009. Seven bids were received. The Transportation Department's established basis for the selection of a contractor is the lowest responsive and responsible bid for all schedules of work. The lowest and best total bid was submitted by All American Asphalt of Corona CA, in the amount of $3,477,523. The bid is $1,169,477 (25.2%) below the Engineer's Estimate.

The proposed work will be done in two phases. In Phase 1, the contractor will replace the existing asphalt pavement in the intersection and approach lanes with rapid strength concrete pavement. The asphalt pavement has been replaced and repaired several times in recent years due to heavy truck traffic. The concrete pavement will provide a much stronger, longer lasting surface. Phase 2 will be the resurfacing of Etiwanda Avenue North to the San Bernardino County line (Philadelphia Avenue.)

Several options for phasing of the intersection work were studied. The Transportation Department will be performing a full and continuous closure of the intersection 24 hours per day of construction for approximately 9 days. This is the safest option for the driving public and the construction workers within the construction zone. Also, the full closure very greatly reduces the time to complete the improvements and reduces congestion due to construction. During this Phase 1 detour, the intersection will be closed at 9:00 PM on a Friday night and will open 9 days later at 5:00 AM on Monday morning. The total closure for nine days will be for a total duration of 224 hours. The contractor will be assessed $1,000 per hour and $60,000, per each full day, that the intersection work is not complete and open for traffic by the specified time.

In order to avoid additional traffic congestion, the resurfacing of Etiwanda Avenue, in Phase 2, will start after Phase 1 is completed The resurfacing work will be done at night and during the weekends. The entire project, including Phase 1 and Phase 2, is scheduled to be completed within 45 working days.

A Public Awareness campaign will be conducted in advance of the closure. The campaign will include community meetings, meeting with local businesses, roadside changeable message signs, and the use of a Caltrans' fixed changeable message signs on the freeways directing motorists to alternate interchanges. Additionally, school districts, law enforcement agencies, and emergency services will be notified and updated of the project's status.

By separate agreement, Jurupa Community Services District (JCSD) has agreed to reimburse the County for having the contractor adjust the water valves and sewer manholes to the new elevations.

The project is within the existing budget as shown on Attachment A.

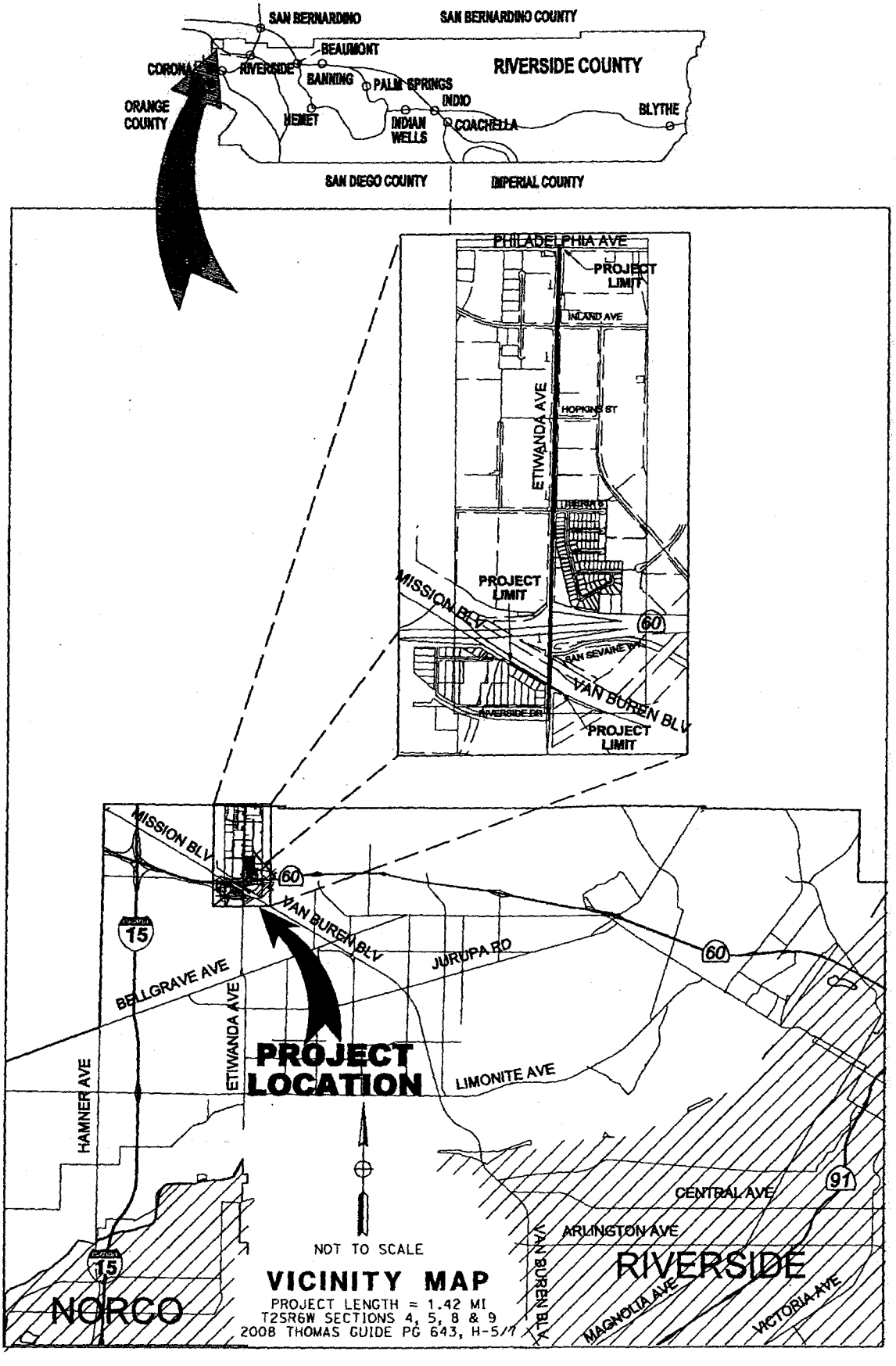
The Contractor has executed the contract, and has provided bonds and insurance documents which meet the requirements of the contract. The Contractor is qualified.

Project Number: B5-0661, STPL-5956 (173)

ETIWANDA AVENUE REHABILITATION PROJECT

FROM VAN BUREN BOULEVARD TO PHILADELPHIA AVENUE

FEDERAL I.D. NO. STPL - 5956 (173)



VICINITY MAP

PROJECT LENGTH = 1.42 MI
T2SR6W SECTIONS 4, 5, 8 & 9
2008 THOMAS GUIDE PG 643, H-5/7

Attachment "A"

Riverside County Transportation Department

Project: **ETIWANDA AVENUE REHABILITATION PROJECT (From Van Buren Blvd to Philadelphia Ave)**

Project No.(s): **B5-0661, STPL-5956 (173)** Expenses as of: 09/29/09

Project Costs and Budget

Activity		Incurred Costs	Projected Costs	Total Costs	Existing Budget
Preliminary Survey		0	0	0	0
Environmental		28,997	0	29,000	30,000
Design		359,212	1,000	360,000	95,000
Right-of-way		0	0	0	0
Utilities		717	1,000	2,000	5,000
Construction		0	3,477,523	3,825,000	5,154,000
Construction Contingency	10.0%	0	347,752		
Construction Engineering & Inspection	5.8%	9,959	190,041	200,000	100,000
Construction Survey	2.9%	18,117	81,883	100,000	100,000
	Totals:	**417,003**	**4,099,199**	**4,516,000**	**5,484,000**

Project Funding

Code	Name	Existing Budget
107	STP - Formula (Urban/Urban Place)	3,001,000
215	Proposition 1B (State bond funds - Local Roads)	2,312,000
300	Measure A/ Western	136,000
832	Jurupa Community Services District	35,000
	Totals	**5,484,000**

Comments

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: $ 3,477,523.00 to $ 4,374,100.00
Local Bid Range: N/A
Responsive and Responsible Bid Range: $ 3,477,523.00 to $ 4,374,100.00

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. 09-10-002

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, **Etiwanda Avenue Rehabilitation Project, From Van Buren Boulevard to Philadelphia Avenue, Project No. B5-0661, STPL-5956 (173)** , 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, 2 & 3** (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.

ETIWANDA AVE REHABILITATION PROJECT
FROM VAN BUREN BLVD TO PHILADELPHIA AVE

PROJECT NO. B5-0661
STPL – 5956(173)

AGREEMENT

BASE BID:

ITEM NO.	ITEM CODE	ESTIMATED QUANTITY	UNIT	ITEM	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1.	010601	1	FA	OBTAIN ENCROACHMENT PERMIT	$8,000.00	$8,000.00
2.	066105	1	LS	RESIDENT ENGINEERS OFFICE	4,800.00	4,800.00
3.	066102	1	LS	DUST ABATEMENT	2,050.00	2,050.00
4.	074020	1	LS	WATER POLLUTION CONTROL	3,300.00	3,300.00
5.	120100	1	LS	TRAFFIC CONTROL SYSTEM	50,000.00	50,000.00
6.	011506	11,500	LF	WEDGE PLANE ASPHALT CONCRETE	0.95	10,925.00
7.	152390	3	EA	RELOCATE ROADSIDE SIGN	103.00	309.00
8.	152440	3	EA	ADJUST MANHOLE TO GRADE	918.00	2,754.00
9.	153110	57,000	SQYD	COLD PLANE ASPHALT CONCRETE PAVEMENT	1.40	79,800.00
10.	170101	1	LS	DEVELOP WATER SUPPLY	510.00	510.00
11.	190101	10,400	CY	ROADWAY EXCAVATION	21.00	218,400.00
12.	190185	200	LF	SHOULDER BACKING	2.50	500.00
13.	220101	1	LS	FINISHING ROADWAY	4,100.00	4,100.00
14.	260201	1,900	CY	CLASS 2 AGGREGATE BASE	18.50	35,150.00
15.	013903	720	LF	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	6.50	4,680.00
16.	013904	160	LF	PLACE ASPHALT CONCRETE DIKE (CRS 212) (8")	5.75	920.00
17.	390130	14,600	TON	HOT MIX ASPHALT	59.00	861,400.00
18.	401108	6,300	CY	REPLACE CONCRETE PAVEMENT (RAPID STRENGTH CONCRETE)	283.00	1,782,900.00
19.	414111	1	LS	ROUT AND SEAL RANDOM CRACKS	19,000.00	19,000.00
20.	566011	1	EA	ROADSIDE SIGN – ONE POST	230.00	230.00
21.	017302	400	SQFT	MINOR CONCRETE (CROSS-GUTTER) (CRS 209)	13.50	5,400.00
22.	017304	330	LF	MINOR CONCRETE (CURB AND GUTTER) (CRS 200)	17.50	5,775.00
23.	017305	150	LF	MINOR CONCRETE (CURB AND GUTTER) (CRS 201)	17.50	2,625.00
24.	731656	21	EA	CURB RAMP DETECTABLE WARNING SURFACE	1,030.00	21,630.00
25.	840519	3,900	SQFT	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	2.05	7,995.00
26.	840656	39,000	LF	PAINT TRAFFIC STRIPE (2 COAT)	0.16	6,240.00
27.	850101	140	EA	PAVEMENT MARKER (NON-REFLECTIVE)	1.00	140.00

AGREEMENT
(Continued)

ITEM NO.	ITEM CODE	ESTIMATED QUANTITY	UNIT	ITEM	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
28.	850102	1,200	EA	PAVEMENT MARKER (REFLECTIVE)	1.80	2,160.00
29.	000003	1	LS	VIDEO DETECTION CAMERA SYSTEM (ETIWANDA AVENUE & VAN BUREN BOULEVARD)	37,000.00	37,000.00
30.	860811	85	EA	DETECTOR LOOP	200.00	17,000.00
31.	999990	1	LS	MOBILIZATION	50,000.00	50,000.00
32.	019901	1	LS	DE-MOBILIZATION	$200,000	$200,000

PROJECT SUBTOTAL:
ITEMS 1-32

Three Million, Four Hundred Forty Five Thousand, Six Hundred Ninety Three Dollars and no cents — $ 3,445,693.00
"WORDS

ALTERNATE A:

ITEM NO.	ITEM CODE	ESTIMATED QUANTITY	UNIT	ITEM	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
33.	152440	4	EA	ADJUST MANHOLE TO GRADE [AT CONCRETE PAVEMENT] **[JCSD]**	1,025.00	4,100.00
34.	152440	11	EA	ADJUST MANHOLE TO GRADE [AT ASPHALT CONCRETE PAVEMENT] **[JCSD]**	590.00	6,490.00
35.	152402	36	EA	ADJUST WATER VALVE COVER TO GRADE [AT CONCRETE PAVEMENT] **[JCSD]**	590.00	21,240.00

PROJECT SUBTOTAL:
ITEMS 33-35

Thirty One Thousand Eight Hundred Thirty Dollars and no cents — $ 31,830.00
"WORDS"

PROJECT TOTAL:
ITEMS 1-35

Three Million, Four Hundred Seventy Seven Thousand, Five Hundred Twenty Dollars and no cents — $ 3,477,523.00
"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 of the Board

BY _____
Deputy

BY _____
"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: _____ 10/26/09
MARSHA L. VICTOR DATE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California

County of Riverside

On September 21, 2009 (Date) before me, Carmen Marie Ochoa, 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 Carmen Marie Ochoa
Signature of Notary Public

CARMEN MARIE OCHOA
Commission # 1812634
Notary Public - California
Riverside County
My Comm. Expires Sep 8, 2012

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

Document Date: None Number of Pages: 5

Signer(s) Other Than Named Above: County of Riverside

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

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) has entered into an Agreement dated _____ with COUNTY OF RIVERSIDE (County) for construction of public work known as **Etiwanda Avenue Rehabilitation Project, from Van Buren Boulevard to Philadelphia Avenue, Project No. B5-0661, STPL-5956 (173)**

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 $ **3,477,523.00 (Three million four hundred seventy seven thousand, five hundred twenty 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 **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 $ **3,477,523.00 (Three million four hundred seventy seven thousand, five hundred twenty 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 **Etiwanda Avenue Rehabilitation Project, from Van Buren Boulevard to Philadelphia Avenue, Project No. B5-0661, STPL-5956 (173)**

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.

Bond No. 08950480

Executed in Five (5) Parts

Premium: $14,779.00

PERFORMANCE BOND

Recitals:

1. **All American Asphalt** (Contractor) has entered into an Agreement dated _____ with COUNTY OF RIVERSIDE (County) for construction of public work known as **Etiwanda Avenue Rehabilitation Project, from Van Buren Boulevard to Philadelphia Avenue, Project No. B5-0661, STPL-5956 (173)**

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 $ **3,477,523.00 (Three million four hundred seventy seven thousand, five hundred twenty 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 September 18th, 2009

All American Asphalt

By _____

By Robert Bradley

Title Vice President

"Contractor"

(Corporate Seal)

Fidelity and Deposit Company of Maryland

By _____

Type Name William Syrkin, Attorney-in-Fact

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 ACKNOWLEDGEMENT

State of California

County of Riverside

On September 21, 2009 (Date) before me, Carmen Marie Ochoa, 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 Carmen Marie Ochoa
Signature of Notary Public

CARMEN MARIE OCHOA
Commission # 1812634
Notary Public - California
Riverside County
My Comm. Expires Sep 8, 2012

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

Document Date: 9/18/09 Number of Pages: 1

Signer(s) Other Than Named Above: William Syrkin

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: _____

□ Individual

□ Corporate Officer – Title(s): _____

□ Partner – □ Limited □ General

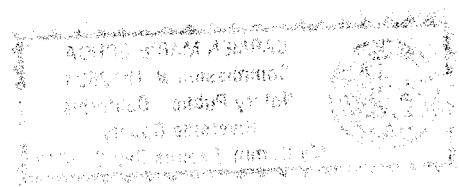
□ Attorney in Fact

□ Trustee

□ Other: _____

Signer is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

On 09/18/2009 (Date) before me, R. Haas-Bates, 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)

R. HAAS-BATES
COMM. # 1796169
NOTARY PUBLIC - CALIFORNIA
ORANGE COUNTY
COMM. EXPIRES APRIL 22, 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. 08950480

Document Date: 09/18/2009 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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Premium charge for this Bond
included in charge for Performance Bond.

Bond No. 08950480

Executed in Five (5) Parts

PAYMENT BOND

(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 **$3,477,523.00 (Three million four hundred seventy seven thousand, five hundred twenty 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 **Etiwanda Avenue Rehabilitation Project, from Van Buren Boulevard to Philadelphia Avenue, Project No. B5-0661, STPL-5956 (173)**

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 18th, 2009

Fidelity and Deposit Company of Maryland
Surety

By _____
William Syrkin, Its Attorney In Fact

(Corporate Seal)

All American Asphalt
Original Contractor - Principal

By _____
Robert Bradley

Title Vice President

(If corporation, affix 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 ACKNOWLEDGEMENT

State of California

County of Riverside

On September 21, 2009 (Date) before me, Carmen Marie Ochoa, 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 Carmen Marie Ochoa
Signature of Notary Public

CARMEN MARIE OCHOA
Commission # 1812634
Notary Public - California
Riverside County
My Comm. Expires Sep 8, 2012

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

Document Date: 9/18/09 Number of Pages: 1

Signer(s) Other Than Named Above: William Syrkin

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: _____

□ Individual

□ Corporate Officer – Title(s): _____

□ Partner – □ Limited □ General

□ Attorney in Fact

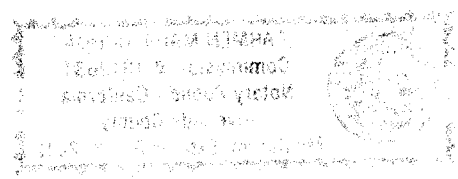
□ Trustee

□ Other: _____

Signer is Representing:

RIGHT THUMBPRINT OF SIGNER

Top of thumb here



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

On 09/18/2009 (Date) before me, R. Haas-Bates, 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 R Haas Bates (Signature of Notary Public)

MGC1 R. HAAS-BATES COMM. # 1796169 NOTARY PUBLIC - CALIFORNIA ORANGE COUNTY COMM. EXPIRES APRIL 22, 2012 MGC1

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. 08950480

Document Date: 09/18/2009 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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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 LOOK FOR THE ZURICH NAME MARK

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**

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*

My Commission Expires: July 14, 2011

EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertaking, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto."

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company,

this 18th day of September, 2009.

Gregg E. Murray

Assistant Secretary

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

Best's Rating Center

Fidelity and Deposit Company of Maryland

Print this page

(a member of Zurich Financial Services)

A.M. Best #: 00387 NAIC #: 39306 FEIN #: 133046577

Address: 1400 American Lane
Schaumburg, IL 60196-1056
UNITED STATES

Phone: 847-605-6000
Fax: 847-605-6011
Web: www.zurichna.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: **December 11, 2008**

Issuer Credit Ratings View Definitions

Long-Term: **a+**
Outlook: **Stable**
Action: **Affirmed**
Date: **December 11, 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: 07/17/2009 (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
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 D (Common Stocks) - US
Best's Corporate Changes and Retirements - P/C, US/CN
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

Important Notice: Best's Ratings reflect our independent opinion, based on a comprehensive quantitative and qualitative evaluation of a company's balance sheet strength, operating performance and business

Client#: 4475 ALLAMERI2

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/22/2009

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.	
INSURER B: Ins. Co. of the State of PA	
INSURER C: Seabright Insurance Co	
INSURER D: Hartford Fire Insurance Co.	
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
#22062 / Client #B5-0661; STPL-5956(173) / RE: Etiwanda Avenue
Rehabilitation Project from Van Buren Boulevard to Philadelphia Avenue

CERTIFICATE HOLDER

County of Riverside
3525 14th Street
Riverside, CA 92501

CANCELLATION Ten Day Notice for Non-Payment of Premium

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, Jurupa Community Service District, its officers, directors, agents and employees	#22062 / Client #B5-0661; STPL-5956(173) / RE: Etiwanda Avenue Rehabilitation Project from Van Buren Boulevard to Philadelphia Avenue

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, Jurupa Community Service District, its officers, directors, agents and employees	#22062 / Client #B5-0661; STPL-5956(173) / RE: Etiwanda Avenue Rehabilitation Project from Van Buren Boulevard to Philadelphia Avenue

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.

WAIVER OF SUBROGATION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
COMMERCIAL GENERAL LIABILITY SELF-INSURED RETENTION COVERAGE FORM

Schedule	Project
County of Riverside, its Directors, Officers, Special Districts, Board of Supervisors, employees, agents and representatives, Jurupa Community Service District, its officers, directors, agents and employees	#22062 / Client #B5-0661; STPL-5956(173) / RE: Etiwanda Avenue Rehabilitation Project from Van Buren Boulevard to Philadelphia Avenue

Under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS,** Condition **8. Transfer Of Rights of Recovery Against Others to Us** is amended by the addition of the following provision:

We waive any right of recovery we may have against the person or organization shown in the **SCHEDULE** above because of payments we make for injury or damage arising out of your operations or "your work" done under a written contract with that person or organization.

All other terms and conditions of this Policy remain unchanged.

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 preparation of the policy.)

Policy Number: GPP0022658-01

Named Insured: All American Asphalt

Endorsement Effective Date: 08/01/09

 Includes Copyright Material from Insurance Services Office, Inc., with its permission.

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, Jurupa Community Service District, its officers, directors, agents and employees	#22062 / Client #B5-0661; STPL-5956(173) / RE: Etiwanda Avenue Rehabilitation Project from Van Buren Boulevard to Philadelphia Avenue

AIG. Construction Specialty

Date: July 31, 2009

PACIFIC WHOLESALE BROKERS LLC
3500 W OLIVE AVE., STE 900
BURBANK, CA 91505-5541

Attention: Jim Soo
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

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, Jurupa Community Service District, its officers, directors, agents and employees	#22062 / Client #B5-0661; STPL-5956(173) / RE: Etiwanda Avenue Rehabilitation Project from Van Buren Boulevard to Philadelphia Avenue

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)

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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.

Financial Strength Rating: A (Excellent)

Best's Ratings

Financial Strength Ratings	View Definitions	Issuer Credit Ratings	View Definitions
Rating: **A (Excellent)**		Long-Term: **a+**	
Affiliation Code: **g (Group)**		Outlook: **Stable**	
Financial Size Category: **XV** ($2 Billion or greater)		Action: **Upgraded**	
Outlook: **Stable**		Date: **October 08, 2008**	
Action: **Affirmed**			
Effective 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
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 Corporate Changes and Retirements - P/C, US/CN
Best's Schedule P (Loss Reserves) - P/C, US
Best's Schedule D (Corporate Bonds) - US
Best's Insurance Reports - Online - P/C, US & Canada

Important Notice: Best's Ratings reflect our independent opinion, based on a comprehensive quantitative and qualitative evaluation of a company's balance sheet strength, operating performance and business profile. These ratings are neither a warranty of a company's financial strength nor its ability to meet its financial obligations, including those to policyholders. View our entire notice for complete details.

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A.M. Best Worldwide Headquarters, Ambest Road, Oldwick, New Jersey, 08858, U.S.A.

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

FORM APPROVED COUNTY COUNSEL
BY: MARSHA L. VICTOR DATE 10/29/09

814A

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

FROM: TLMA - Transportation Department

SUBMITTAL DATE:
October 29, 2009

SUBJECT: Construction of Traffic Signal and Lighting at the intersection of Van Buren Boulevard and Porter Avenue, Woodcrest area.

RECOMMENDED MOTION: That the Board accept the low bid of AK Engineering of San Bernardino, CA in the amount of $246,015. Award the contract to that firm and authorize the Chairman of the Board to execute the contract documents.

BACKGROUND: By Minute Order dated September 1, 2009 (agenda item 3.125) the Board authorized the Clerk of the Board to advertise for the construction of traffic signal, lighting, and associated improvements at the intersection of Van Buren Boulevard and Porter Avenue in the Woodcrest area. Bids for the project were opened in the office of the Director of Transportation at 2:00 PM, Wednesday, September 23, 2009. Fifteen responsive bids were received. The lowest and responsive bid was submitted by AK Engineering in the amount of $246,015. The

Juan C. Perez
Director of Transportation

JCP:jrj
(Continued On Attached Page)

FINANCIAL DATA				
	Current F.Y. Total Cost:	$ 246,015	**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: Signal Supervisor District 1 (100%)

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. 12/9/08, Item 2.3
9/1/09, Item 3.125

District: 1

Agenda Number: 3.109

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

RECEIVED RIVERSIDE COUNTY
CLERK / BOARD OF SUPERVISORS
2009 NOV -3 PM 3:48

EXECUTIVE OFFICE
09 OCT 27 AM 10:46
COUNTY OF RIVERSIDE

bid is $61,550 (20%) less than the Engineer's Estimate. The Transportation Improvement Program provides for the construction of the subject improvements. The project is expected to be completed within the existing budget as shown on attachment A.

The intersection meets the established warrants for the construction of a traffic signal, which will provide protected traffic movements and improve traffic and pedestrian safety. This project will also provide striping and signing improvements at the intersection, and pavement widening on Van Buren Boulevard to provide a right turn lane from eastbound Van Buren Boulevard to Porter Avenue.

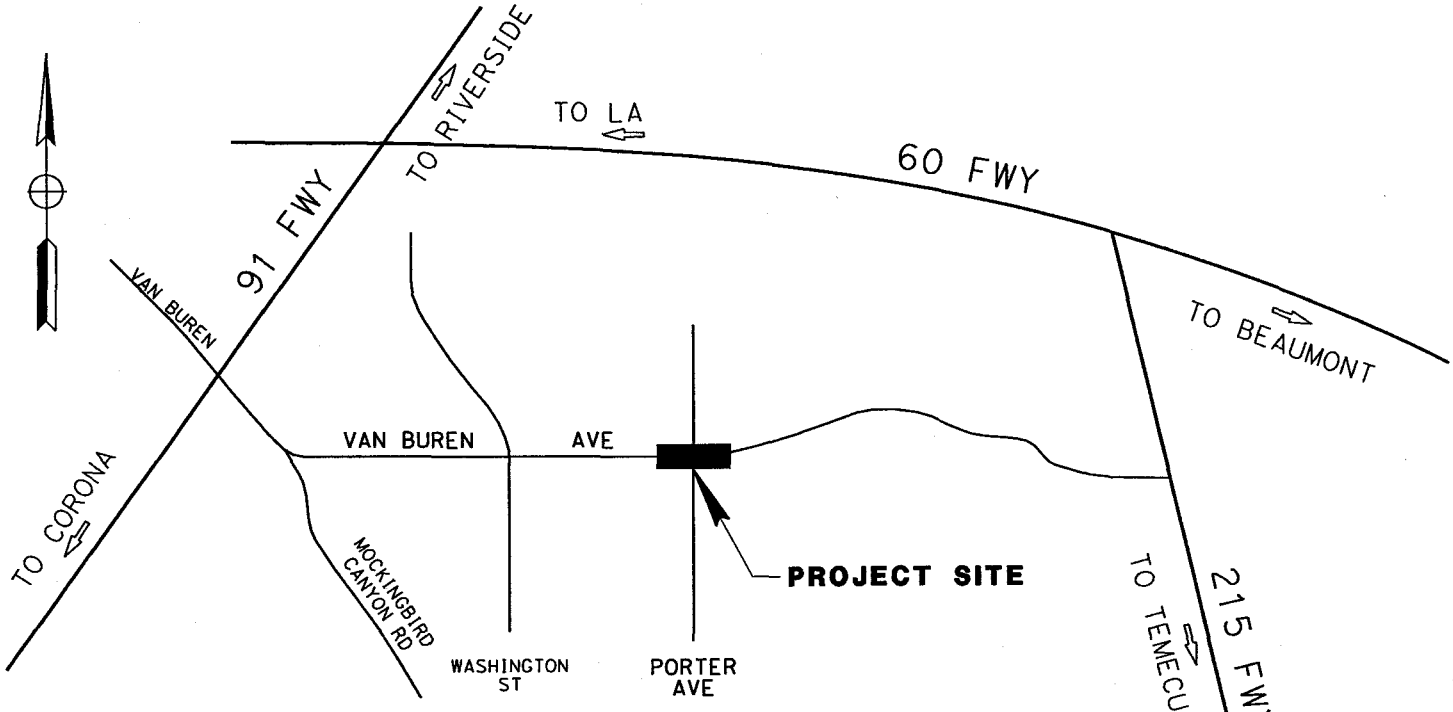
This signal will be synchronized with the existing signals on Van Buren Boulevard to help promote positive traffic flow.

Annual traffic signal operation and maintenance costs are estimated at $5,500 for this location, to be funded from gas tax.

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: B3-0743



VICINITY MAP

NO SCALE

Attachment "A"

Riverside County Transportation Department

Project: **Porter Ave and Van Buren Blvd**

Project No.(s): **B3-0743**

Project Costs and Budget

Activity		Incurred Costs	Projected Costs	Total Costs	Existing Budget
Preliminary Survey		13,101	899	14,000	14,000
Environmental		548	452	1,000	1,000
Design		116,840	160	117,000	95,000
Right-of-way		2,483	517	3,000	3,000
Utilities		11,562	438	12,000	3,000
Construction			246,015	246,015	409,000
Construction Contingency	10%		24,602	24,602	
Signal Pole Equipment		31,987		31,987	
Construction Engineering & Inspection	15%	3,185	33,717	36,902	50,000
Construction Survey	5%	1,092	11,209	12,301	15,000
	Totals:	**180,798**	**318,009**	**498,807**	**590,000**

Project Funding

Code	Name	Existing Budget
364	*Signal Supervisor District 1*	590,000
	Totals	**590,000**

Comments

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**

Selection Committee Member Names (RFP's Only)

N/A

Vendor/Lessor Name:	**AK Engineering**
Vendor/Lessor Location:	**San Bernardino, 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:	$ 246,015.00 to $ 410,421.00
Local Bid Range:	N/A
Responsive and Responsible Bid Range:	$ 246,015.00 to $ 410,421.00

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. 09-10-008

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 **AK ENGINEERING** 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, **Construction of Traffic Signal and Lighting at the Intersection of Van Buren Boulevard and Porter Avenue, Project No. B3-0743**, 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 **(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.

CONSTRUCTION OF
TRAFFIC SIGNAL AND LIGHTING
AT THE INTERSECTION OF
VAN BUREN BOULEVARD AND PORTER AVENUE

PROJECT No. B3-0743

AGREEMENT

ITEM NO.	ITEM CODE	ESTIMATED QUANTITY	UNIT	ITEM	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1.	120100	1	LS	TRAFFIC CONTROL SYSTEM	3,100.00	3,100.00
2.	160101	1	LS	CLEARING AND GRUBING	2,100.00	2,100.00
3.	170101	1	LS	DEVELOP WATER SUPPLY	500.00	500.00
4	190101	450	CY	ROADWAY EXCAVATION	20.00	9,000.00
5.	390130	310	TON	HOT MIX ASPHALT	85.00	26,350.00
6.	260201	300	CY	CLASS 2 AGGREGATE BASE	38.00	11,400.00
7.	011507	225	SQYD	COLDPLANE ASPHALT CONCRETE PAVEMENT (.12')	12.00	2,700.00
8.	394046	100	LF	PLACE ASPHALT CONCRETE DIKE (TYPE D)	10.00	1,000.00
9.	013902	2	EA	ASPHALT CONCRETE OVERSIDE DRAIN (CRS 306)	1,200.00	2,400.00
10.	013903	130	LF	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	9.00	1,170.00
11.	017309	6	LF	MINOR CONCRETE (TYPE "D" CURB) (CRS 204)	90.00	540.00
12.	017304	110	LF	MINOR CONCRETE (CURB AND GUTTER) (CRS 200)	28.00	3,080.00
13.	017315	2	EA	MINOR CONCRETE (CURB RAMP)(CRS 403-CASE A)	2,700.00	5,400.00
14.	017316	2	EA	MINOR CONCRETE (CURB RAMP)(CRS 403-CASE B)	2,900.00	5,800.00
15.	731521	1,100	SQFT	MINOR CONCRETE (SIDEWALK)	5.50	6,050.00
16.	017317	850	SQFT	MINOR CONCRETE (CROSS-GUTTER AND SPANDRELL)	12.00	10,200.00
17.	731501	180	LF	MINOR CONCRETE (CURB) [PER DETAIL "A"]	20.00	3,600.00
18.	066102	1	LS	DUST ABATEMENT	2,000.00	2,000.00
19.	074020	1	LS	WATER POLLUTION CONTROL	850.00	850.00
20.	220101	1	LS	FINISHING ROADWAY	1,200.00	1,200.00
21.	566011	2	EA	ROADSIDE SIGN – ONE POST	250.00	500.00
22.	151281	4	EA	SALVAGE ROADSIDE SIGN	100.00	400.00
23.	066148	1	EA	RELOCATE SIGNS	150.00	150.00

AGREEMENT

(Continued)

ITEM NO.	ITEM CODE	ESTIMATED QUANTITY	UNIT	ITEM	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
24.	840515	650	SQFT	THERMOPLASTIC PAVEMENT MARKING	4.00	2,600.00
25.	840656	5,000	LF	PAINT TRAFFIC STRIPE (2-COAT)	0.40	2,000.00
26.	150717	60	SQFT	REMOVE TRAFFIC STRIPE AND PAVEMENT MARKING	5.00	300.00
27	850102	125	EA	PAVEMENT MARKER (REFLECTIVE)	5.00	625.00
28.	860201	1	LS	SIGNAL AND LIGHTING	141,000.00	141,000.00

PROJECT TOTAL Two hundred forty six thousand, fifteen dollars and no cents $246,015.00

ITEMS 1-28 "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)

AK ENGINEERING

BY Kamal Khalid

TITLE: Owner
(If Corporation, Affix Seal)

ATTEST:

_____

TITLE: _____

_____
"Corporation"
(Seal)

FORM APPROVED COUNTY COUNSEL
BY: MB Victor 10/26/09
MARSHA L. VICTOR DATE

AFFIDAVIT FOR INDIVIDUAL CONTRACTORS

KAMAL KHALIL declares as follows:

That he ~~or she~~ is the party making the foregoing proposal or bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the County of Riverside or anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare, under penalty of perjury, that the foregoing is true and correct.

Dated this 22nd **(day) of** Sep. **(month),** 2009 **(year) at** San Bernardino**, California**

Signature of affiant: Kamal Khalil

Note: Notarization of signature required

PERFORMANCE BOND

Recitals:

1. **AK ENGINEERING** (Contractor) has entered into an Agreement dated _____ with COUNTY OF RIVERSIDE (County) for construction of public work known as **Construction of Traffic Signal and Lighting at the Intersection of Van Buren Boulevard and Porter Avenue, Project No. B3-0743**.

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 $ **246,015.00 (Two hundred forty six thousand, fifteen 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 **AK ENGINEERING**, 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 **$246,015.00 (Two hundred forty six thousand, fifteen 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 **Construction of Traffic Signal and Lighting at the Intersection of Van Buren Boulevard and Porter Avenue, Project No. B3-0743**.

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 Five Counterparts

Bond Number: C911698
Premium: $4,920.00

PERFORMANCE BOND

PREMIUM IS FOR CONTRACT TERM AND IS SUBJECT TO ADJUSTMENT BASED ON FINAL CONTRACT PRICE

Recitals:

1. **AK ENGINEERING** (Contractor) has entered into an Agreement dated ~~September 30, 2009~~ with COUNTY OF RIVERSIDE (County) for construction of public work known as **Construction of Traffic Signal and Lighting at the Intersection of Van Buren Boulevard and Porter Avenue, Project No. B3-0743**.

2. Financial Pacific Insurance Company, a California 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 $ **246,015.00 (Two hundred forty six thousand, fifteen 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 October 6, 2009.

AK Engineering

By _____

By Kamal Khalil

Title Owner

"Contractor"

(Corporate Seal)

Financial Pacific Insurance Company

By Pamela McCarthy

Type Name Pamela McCarthy

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 ACKNOWLEDGEMENT

State of California
County of San Bernardino) ss.

On October 8, 2009 before me, Balisha T. Averhart , Notary Public
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Kamal Khalil
Name(s) of Signer(s)

who 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 executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

BALISHA T. AVERHART
Commission # 1638631
Notary Public - California
San Bernardino County
My Comm. Expires Jan 17, 2010

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.

Balisha T. Averhart
Signature of Notary Public

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:_____

- ☐ Individual
- ☐ Corporate Officer
  Title_____
- ☐ Partner -- ☐ Limited ☐ General
- ☐ Attorney-in-Fact
- ☐ Trustee
- ☐ Guardian or Conservator

Other:_____

RT THUMBPRINT OF SIGNER
Top of thumb here

Signer is Representing:

_____

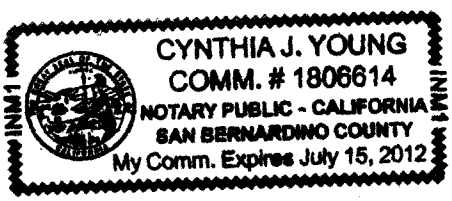
_____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California
County of San Bernardino) ss.

On October 6, 2009 before me, Cynthia J. Young, Notary Public
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

Personally appeared Pamela McCarthy
Name(s) of Signer(s)



who 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 she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person 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.

Cynthia J. Young
Signature of Notary Public

OPTIONAL

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Capacity(ies) Claimed by Signer(s)

Signer's Name:_____

❒ Individual
❒ Corporate Officer
Title_____
❒ Partner -- ❒ Limited ❒ General
❒ Attorney-in-Fact
❒ Trustee
❒ Guardian or Conservator
Other:_____

RT THUMBPRINT OF SIGNER
Top of thumb here

Signer is Representing:

_____

Executed Five Counterparts

PAYMENT BOND

Bond Number: C911698
Premium included in
Performance Bond

(Public Work - Civil Code 3247 et seq.)

The makers of this Bond are **AK ENGINEERING**, as Principal and Original Contractor and Financial Pacific Insurance Company, 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 ~~September 30, 2009~~, between Principal and COUNTY OF RIVERSIDE a public entity, as Owner, for **$246,015.00 (Two hundred forty six thousand, fifteen 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 **Construction of Traffic Signal and Lighting at the Intersection of Van Buren Boulevard and Porter Avenue, Project No. B3-0743**.

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: October 6, 2009

AK Engineering
Original Contractor - Principal

By Kamal Khalil

Financial Pacific Insurance Company
Surety

By Pamela McCarthy
Pamela McCarthy Its Attorney In Fact

Title Owner

(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 ACKNOWLEDGEMENT

State of California
County of San Bernardino) ss.

On October 8, 2009 before me, Balisha T. Averhart , Notary Public
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Kamal Khalil
Name(s) of Signer(s)

who 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 executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

BALISHA T. AVERHART
Commission # 1638631
Notary Public - California
San Bernardino County
My Comm. Expires Jan 17, 2010

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.

Balisha T. Averhart
Signature of Notary Public

OPTIONAL

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Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ❒ Individual
- ❒ Corporate Officer
  Title _____
- ❒ Partner -- ❒ Limited ❒ General
- ❒ Attorney-in-Fact
- ❒ Trustee
- ❒ Guardian or Conservator

Other: _____

RT THUMBPRINT OF SIGNER
Top of thumb here

Signer is Representing:

_____

_____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California
County of San Bernardino) ss.

On October 6, 2009 before me, Cynthia J. Young, Notary Public
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

Personally appeared Pamela McCarthy
Name(s) of Signer(s)

CYNTHIA J. YOUNG
COMM. # 1806614
NOTARY PUBLIC - CALIFORNIA
SAN BERNARDINO COUNTY
My Comm. Expires July 15, 2012

who 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 she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person 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 of Notary Public

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.

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- ☐ Corporate Officer
  Title_____
- ☐ Partner -- ☐ Limited ☐ General
- ☐ Attorney-in-Fact
- ☐ Trustee
- ☐ Guardian or Conservator

Other:_____

RT THUMBPRINT OF SIGNER
Top of thumb here

Signer is Representing:

_____

LIMITED POWER OF ATTORNEY

Financial Pacific Insurance Company

BOND NUMBER **C911698** POWER NUMBER **911698**

PRINCIPAL **AK Engineering** PENAL SUM **$246,015.00**

KNOW ALL MEN BY THESE PRESENTS, that Financial Pacific Insurance Company, a California corporation (the "Company"), does hereby make, constitute and appoint:

Jay P. Freeman, Susan C. Monteon, Frances Lefler, Pamela McCarthy

its true and lawful Attorneys-in-Fact, with limited power and authority for and on behalf of the Company as surety, to execute, deliver and affix the seal of the Company thereto if a seal is required on bonds, undertakings, recognizances or other written obligations in the nature thereof as follows:

Bid, Performance, Payment, Subdivision and Miscellaneous Bonds up to $1,500,000.00

and to bind the Company thereby. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the Board of Directors of Financial Pacific Insurance Company at the meeting duly held July 6, 1995, which are now in full force and effect:

RESOLVED, that the President or any Vice President, in conjunction with the Secretary or any Assistant Secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the Company, to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any power of attorney previously granted such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company when signed and sealed (if a seal be required) by one or more attorneys-in-fact pursuant to and within the limits of the authority evidenced by the power of attorney issued by the Company to such person or persons.

RESOLVED FURTHER, 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, recognizance, or other suretyship obligations of the Company; any such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, Financial Pacific Insurance Company has caused these presents to be signed by its proper officers, and its corporate seal to be hereunto affixed this 12th of September, 2007.

FINANCIAL PACIFIC INSURANCE COMPANY INCORPORATED JULY 22 1986 CALIFORNIA

Edward J. Paoletti, Vice President

John R. Hollingshead, Secretary

STATE OF CALIFORNIA, COUNTY OF PLACER

On this 1st of January, 2008, before me, Lisa Roper, Notary Public, personally appeared Edward J. Paoletti and John R. Hollingshead, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

LISA ROPER
COMM. # 1755752
NOTARY PUBLIC - CALIFORNIA
PLACER COUNTY
My Comm. Expires July 6, 2011

Lisa Roper, Notary Public

CERTIFICATE

I certify under the Penalty of Perjury under the laws of the State of California that the foregoing paragraph is true and correct.

Signed and sealed at Placer, this 6th day of October, 20 09

John R. Hollingshead, Secretary

Financial Pacific Insurance Company seal must be affixed

FINANCIAL PACIFIC
Member of the Mercer Insurance Group

Company Profile

FINANCIAL PACIFIC INSURANCE COMPANY

PO BOX 292220
SACRAMENTO, CA 95829-2220
800-371-8067

Former Names for Company

Old Name: M. L. OATES INSURANCE COMPANY **Effective Date:** 12-30-1993

Agent for Service of Process
CHARLES E. WARDLAW, 3850 ATHERTON ROAD ROCKLIN, CA 95765
Unable to Locate the Agent for Service of Process?

Reference Information

NAIC #:	31453
NAIC Group #:	1114
California Company ID #:	3132-8
Date authorized in California:	December 31, 1987
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.

AIRCRAFT
AUTOMOBILE
BOILER AND MACHINERY
BURGLARY
COMMON CARRIER LIABILITY
CREDIT
FIRE
LIABILITY
MARINE
MISCELLANEOUS
PLATE GLASS
SPRINKLER
SURETY
TEAM AND VEHICLE
WORKERS' COMPENSATION

Company Complaint Information

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/19/2009

PRODUCER Phone: 909-886-9861 Fax: 909-886-2013
Alliant Insurance Services, Inc.
735 Carnegie Drive, Suite 200
San Bernardino CA 92408

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
Kamal Khalil dba AK Engineering
1254 S. Waterman #17
San Bernardino CA 92408

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Scottsdale Ins C	41297
INSURER B: Peerless Insurance Company	24198
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES THIS CERTIFICATE SUPERSEDES PREVIOUSLY ISSUED CERTIFICATE

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATEI 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 AI 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	X	GENERAL LIABILITY	BCS0019532	4/10/2009	4/10/2010	EACH OCCURRENCE	$1,000,(
		[X] COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurence)	$100,00(
		[ ] CLAIMS MADE [X] OCCUR				MED EXP (Any one person)	$ Exclude
						PERSONAL & ADV INJURY	$1,000,(
						GENERAL AGGREGATE	$2,000,(
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$2,000,(
		[ ] POLICY [X] PRO-JECT [ ] LOC					
B	X	AUTOMOBILE LIABILITY	BA8411740	4/9/2009	4/9/2010	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
		[X] ANY AUTO				BODILY INJURY (Per person)	$
		[ ] ALL OWNED AUTOS					
		[ ] SCHEDULED AUTOS				BODILY INJURY (Per accident)	$
		[X] HIRED AUTOS					
		[X] NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		[ ] ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
A	X	EXCESS/UMBRELLA LIABILITY	XLS0062635	10/13/2009	4/10/2010	EACH OCCURRENCE	$1,000,000
		[X] OCCUR [ ] CLAIMS MADE				AGGREGATE	$1,000,000
							$
		[ ] DEDUCTIBLE					$
		[ ] RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS [ ] OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

The cancellation clause has been amended to delete the "endeavor to" and "but failure to..." wording.
Re: Project #B3-0743, Construction of Traffic Signal and Lighting at the Intersection on Van Buren and Porter Avenue.
County of Riverside, its directors, officers, special districts, board of supervisors, employees, agents and representatives are additional insureds as per form attached.
As respect to Auto Liability, County of Riverside, its directors, officers, special districts, board of supervisors, employees, agents and representatives are additional insureds as per form attached.
Waiver of Subrogation is included as per form attached.

CERTIFICATE HOLDER

County of Riverside
3525 14th Street
Riverside CA 92501

CANCELLATION *10 Day Notice for Non-Pay

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL MAIL *30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.

AUTHORIZED REPRESENTATIVE Jay P Freeman

©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.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability arising out of your ongoing operations performed for that insured. A person's or organization's status as an insured under this endorsement ends when your operations for that insured are completed.

B. With respect to the insurance afforded these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
2. Supervisory, inspection, architectural or engineering activities.

Authorized Representative

Copyright, Insurance Services Office, Inc., 1997

POLICY NUMBER:BCS0019532

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
County of Riverside 3525 14th Street Riverside CA 92501 County of Riverside, its directors, officers, special districts, board of supervisors, employees, agents and representatives.	Project #B3-0743, Construction of Traffic Signal and Lighting at the Intersection on Van Buren and Porter Avenue
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

X Jay P Freeman
Authorized Representative

© ISO Properties, Inc., 2004

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:
County of Riverside

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section **IV** – COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

X Authorized Representative

Copyright, Insurance Services Office, Inc., 1992

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Projects:
Project #B3-0743, Construction of Traffic Signal and Lighting at the Intersection on Van Buren and Porter Avenue.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE **A** (SECTION **I**), and for all medical expenses caused by accidents under COVERAGE **C** (SECTION **I**), which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under COVERAGE **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under COVERAGE **C** regardless of the number of:
   a. Insureds;
   b. Claims made or "suits" brought; or
   c. Persons or organizations making claims or bringing "suits".
3. Any payments made under COVERAGE **A** for damages or under COVERAGE **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE **A** (SECTION **I**), and for all medical expenses caused by accidents under COVERAGE **C** (SECTION **I**), which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. Any payments made under COVERAGE **A** for damages or under COVERAGE **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

Copyright, Insurance Services Office, Inc., 1996

D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of Limits Of Insurance (SECTION III) not otherwise modified by this endorsement shall continue to apply as stipulated.

X Authorized Representative

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SCOTTSDALE INSURANCE COMPANY®

Underwriting Division—Excess Department

EXCESS BINDER

To: Crump Ins. Brokers **Attention:** Carlota Saflor **Email/Fax:** _____

From: Steve Richman 10/13/09 **Extension:** 3442 **Email/Fax:** _____

RE: Kamal Khalil dba AK Engineering

Submission #: 101285461A **Renewal #:** _____ **Date Quoted:** REVISED - 10/13/09

Thank you for the order to bind this account. **Assigned Policy Number:** XLS0062635

Coverage: EXCESS CX 00 01 (9-08) ☒ GL ☐ AL ☐ EL ☐ Prof ☐ Excess Umbrella ☐ _____

Company: Scottsdale Insurance Company

Limits:

$ 1,000,000 Each Occurrence or Accident
$ 1,000,000 Annual Aggregate

Effective Date: 10/13/09
Expiration Date: 4/10/10
Rate: FLAT **Per:** _____ **Basis:** _____

Premium: $3,000 Term **TRIA[1]:** $_____ **TOTAL POLICY PREMIUM:** $3,000

FORMS AND ENDORSEMENTS (Plus Applicable State Endorsements)

Asbestos Exclusion XLS-0160 (11-08)
Auto Liability Exclusion XLS-2339 (11-08)
Care, Custody, or Control Exclusion XLS-0270 (11-08)
Construction Management E&O Exclusion XLS-0330 (11-08)
Continuing or Ongoing Damage Exclusion XLS-3008 (11-08)
Cross Liability Exclusion (Named Insured) XLS-0381 (11-08)
Designated Ongoing Operations Exclusion XLS-2320 (11-08) Option 1
Designated Work Exclusion XLS-2319 (11-08) Option 1
EIFS Designated Work Exclusion XLS-0432 (11-08)
Employee Benefits Liability Exclusion XLS-2345 (07-09)
Employees Retirement Income Security (ERIS) Act Exclusion XLS-0530 (11-08)
Employers Liability Exclusion XLS-0540 (11-08)
Employment Related Practices Exclusion XLS-0520 (11-08)
Engineers, Architects or Surveyors Professional Liability Exclusion XLS-0590 (11-08)
Exclusion - Designated Operations by a Consolidated (Wrap-Up) Insurance Program XLS-2347 (07-09)
Exclusion of Certified Acts of Terrorism CX 21 33 (9-08)
Fungi and Bacteria Exclusion XLS-1503 (11-08)
Individual Named Insured Endorsement XLS-0740 (11-08)
Known Injury or Damage Exclusion XLS-0795 (11-08)
Lead Contamination Exclusion XLS-0821 (11-08)
Minimum Earned Cancellation Premium UTS-119g (1-00)
Multi-Unit Habitational Conversion Exclusion XLS-2327 (11-08)
Nuclear Energy Liability Exclusion Endorsement CX 21 01 (9-08)
Professional Liability Exclusion XLS-1160 (11-08)
Punitive Damage Exclusion UTS-74g (8-95)
Service of Suits UTS-9g (5-96)
Silica Exclusion XLS-2341 (11-08)
Total Pollution Exclusion Endorsement CX 21 02 (9-08)
Underlying Sublimit Coverage Exclusion XLS-2322 (11-08)
Violation of Statutes that Govern Emails XLS-2318 (11-08)
War Liability Exclusion XLS-1502 (11-08)

UNDERLYING INSURANCE

General Liability
$1,000,000 Each Occurrence
$1,000,000 Personal & Adv. Injury
$2,000,000 General Aggregate, per project
$2,000,000 Products/Comp. Ops. Agg

Require Copy of U/L: ☐ GL ☐ AL ☐ EL ☐ Lead Umbrella

[1] Terrorism as defined by the Terrorism Risk Insurance Act of 2002.

Subject To: Please forward a currently valued GL loss run for 08/09. Please have Question 18 (Remodel/Repair column) on the CQ completed.

NOTE: Premium shall be due no later than 45 days from the end of the month in which the policy is effective.

NOTE: All underlying carriers must have a minimum A. M. Best's rating of B + V or better.

All named insureds included on this policy are also warranted to be included on underlying policies.

SCOTTSDALE INSURANCE COMPANY®

ENDORSEMENT NO. _____

Attached to and forming a part of
Policy No.
Named Insured

Endorsement Effective Date
12:01 A.M., Standard Time
Agent No.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED-OWNERS, LESSEES OR CONTRACTORS SPECIAL CONDITION

For coverage provided in the following endorsements as indicated by an "X" in the box below:

[ ] Additional Insured–Owners, Lessees Or Contractors–Scheduled Person Or Organization (CG 20 10).

[X] Additional Insured–Owners, Lessees Or Contractors–Automatic Status When Required In Construction Agreement With You (CG 20 33).

[X] Additional Insured–Owners, Lessees Or Contractors–Completed Operations (CG 20 37).

The insurance provided is amended to be (indicated by an "x" in one box below):

[X] Primary and noncontributory.

[ ] Primary.

[ ] Noncontributory.

Jay P Freeman / 10/19/09

AUTHORIZED REPRESENTATIVE DATE

COMMERCIAL AUTO GOLD ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SECTION II - LIABILITY COVERAGE

A. COVERAGE

1. WHO IS AN INSURED

The following is added:

d. Any organization, other than a partnership or joint venture, over which you maintain ownership or a majority interest on the effective date of this Coverage Form, if there is no similar insurance available to that organization.

e. Any organization you newly acquire or form other than a partnership or joint venture, and over which you maintain ownership of a majority interest. However, coverage under this provision does not apply:

(1) If there is similar insurance or a self-insured retention plan available to that organization; or

(2) To "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

f. Any volunteer or employee of yours while using a covered "auto" you do not own, hire or borrow in your business or your personal affairs. Insurance provided by this endorsement is excess over any other insurance available to any volunteer or employee.

g. Any person, organization, trustee, estate or governmental entity with respect to the operation, maintenance or use of a covered "auto" by an insured, if:

(1) You are obligated to add that person, organization, trustee, estate or governmental entity as an additional insured to this policy by:

(a) an expressed provision of an "insured contract", or written agreement; or

(b) an expressed condition of a written permit issued to you by a governmental or public authority.

(2) The "bodily injury" or "property damage" is caused by an "accident" which takes place after:

(a) You executed the "insured contract" or written agreement; or

(b) the permit has been issued to you.

 Includes copyrighted material of Insurance Services Offices, Inc. with its permission

2. COVERAGE EXTENSIONS

a. Supplementary Payments.

Subparagraphs (2) and (4) are amended as follows:

(2) Up to $2500 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earning up to $500 a day because of time off from work.

SECTION III - PHYSICAL DAMAGE COVERAGE

A. COVERAGE

The following is added:

5. Hired Auto Physical Damage

a. Any "auto" you lease, hire, rent or borrow from someone other than your employees or partners or members of their household is a covered "auto" for each of your physical damage coverages.

b. The most we will pay for "loss" in any one "accident" is the smallest of:

(1) $50,000

(2) The actual cash value of the damaged or stolen property as of the time of the "loss"; or

(3) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

If you are liable for the "accident", we will also pay up to $500 per "accident" for the actual loss of use to the owner of the covered "auto".

c. Our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by an amount that is equal to the amount of the largest deductible shown for any owned "auto" for that coverage. However, any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

d. For this coverage, the insurance provided is primary for any covered "auto" you hire without a driver and excess over any other collectible insurance for any covered "auto" that you hire with a driver.

6. Rental Reimbursement Coverage

We will pay up to $75 per day for up to 30 days, for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Rental Reimbursement will be based on the rental of a comparable vehicle, which in many cases may be substantially less than $75 per day, and will only be allowed for a period of time it should take to repair or replace the vehicle with reasonable speed and similar quality, up to a maximum of 30 days. We will also pay up to $500 for reasonable and necessary expenses incurred by you to remove and replace your materials and equipment from the covered "auto".

If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under paragraph **4. Coverage Extension**.

7. Lease Gap Coverage

If a long-term leased "auto" is a covered "auto" and the lessor is named as an Additional Insured - Lessor, in the event of a total loss, we will pay your additional legal obligation to the lessor for any difference between the actual cash value of the "auto" at the time of the loss and the "outstanding balance" of the lease.

"Outstanding balance" means the amount you owe on the lease at the time of loss less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; and lease termination fees.

B. EXCLUSIONS

The following is added to Paragraph 3

The exclusion for "loss" caused by or resulting from mechanical or electrical breakdown does not apply to the accidental discharge of an airbag.

Paragraph 4 is replaced with the following:

4. We will not pay for "loss" to any of the following:

a. Tapes, records, disks or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.

b. Equipment designed or used for the detection or location of radar.

c. Any electronic equipment that receives or transmits audio, visual or data signals.

Exclusion 4.c does not apply to:

(1) Electronic equipment that receives or transmits audio, visual or data signals, whether or not designed solely for the reproduction of sound, if the equipment is permanently installed in the covered "auto" at the time of the "loss" and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto"; or

(2) Any other electronic equipment that is:

(a) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's"operating system; or

(b) An integral part of the same unit housing any sound reproducing equipment described in (1) above and permanently installed in the opening of the dash or console of the covered "auto" normally used by the manufacturer for installation of a radio.

D. DEDUCTIBLE

The following is added: No deductible applies to glass damage if the glass is repaired rather than replaced.

SECTION IV. BUSINESS AUTO CONDITIONS

A. LOSS CONDITIONS

Item 2.a. and b. are replaced with:

2. **Duties In The Event of Accident, Claim, Suit, or Loss**

a. You must promptly notify us. Your duty to promptly notify us is effective when any of your executive officers, partners, members, or legal representatives is aware of the accident, claim, "suit", or loss. Knowledge of an accident, claim, "suit", or loss, by other employee(s) does not imply you also have such knowledge.

b. To the extent possible, notice to us should include:

(1) How, when and where the accident or loss took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the accident or loss.

The following is added to **5.**

We waive any right of recovery we may have against any additional insured under **Coverage A. 1. Who Is An Insured g.**, but only as respects loss arising out of the operation, maintenance or use of a covered "auto" pursuant to the provisions of the "insured contract", written agreement, or permit.

B. GENERAL CONDITIONS

9. is added

9. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Your unintentional failure to disclose any hazards existing at the effective date of your policy will not prejudice the coverage afforded. However, we have the right to collect additional premium for any such hazard.

COMMON POLICY CONDITIONS

2.b. is replaced by the following:

b. 60 days before the effective date of cancellation if we cancel for any other reason.

X Jay P Freeman
Authorized Representative

SJ

STATE COMPENSATION INSURANCE FUND

P.O. BOX 420807, SAN FRANCISCO,CA 94142-0807

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 10-13-2009

GROUP: **000238**
POLICY NUMBER: **0012105-2009**
CERTIFICATE ID: **6**
CERTIFICATE EXPIRES: **04-10-2010**
04-10-2009/04-10-2010

COUNTY OF RIVERSIDE
3525 14TH ST
RIVERSIDE CA 92501-3813

SJ

JOB:B3-0743, TRAFFIC SIGNAL AND LIGHTING

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 indicated.*

This policy is not subject to cancellation by the Fund except upon **10** days advance written notice to the employer.

We will also give you **10** days advance notice should this policy be cancelled prior to its normal expiration.

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.

AUTHORIZED REPRESENTATIVE

PRESIDENT

UNLESS INDICATED OTHERWISE BY ENDORSEMENT, COVERAGE UNDER THIS POLICY EXCLUDES THE FOLLOWING: THOSE NAMED IN THE POLICY DECLARATIONS AS AN INDIVIDUAL EMPLOYER OR A HUSBAND AND WIFE EMPLOYER; EMPLOYEES COVERED ON A COMPREHENSIVE PERSONAL LIABILITY INSURANCE POLICY ALSO AFFORDING CALIFORNIA WORKERS' COMPENSATION BENEFITS; EMPLOYEES EXCLUDED UNDER CALIFORNIA WORKERS' COMPENSATION LAW.

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: $1,000,000 PER OCCURRENCE.

EMPLOYER

KHALIL, KAMAL
1245 SOUTH WATERMAN #17
SAN BERNARDINO CA 92408

SJ

[B16,SD]

EV.2-05)

PRINTED : 10-13-2009

Company Profile

PEERLESS INSURANCE COMPANY

175 BERKELEY STREET
BOSTON, MA 02116
800-228-7830

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

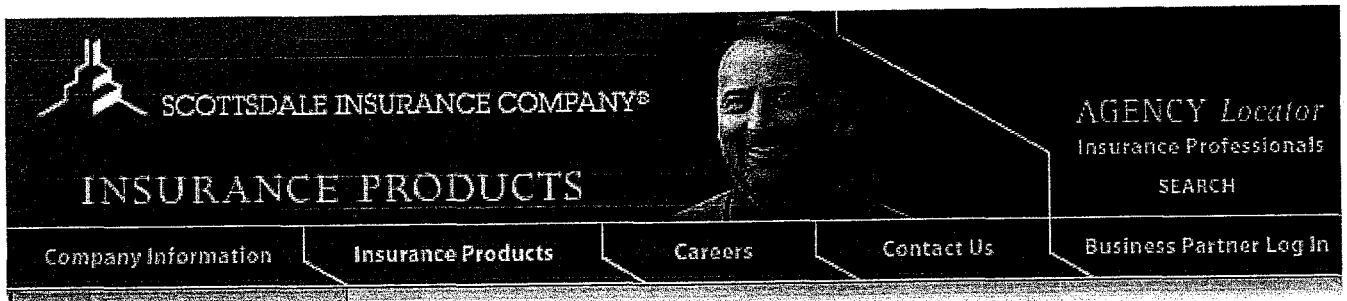
NAIC #:	24198
NAIC Group #:	0111
California Company ID #:	1234-4
Date authorized in California:	June 12, 1939
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	NEW HAMPSHIRE

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
FIRE
LIABILITY
MARINE
MISCELLANEOUS
PLATE GLASS
SPRINKLER
SURETY
TEAM AND VEHICLE
WORKERS' COMPENSATION

Company Complaint Information



Commercial Transportation
Commercial Property
Excess & Umbrella
General Liability
Personal Lines
Professional Lines
Public Entity
Veterinary Pet Insurance
Agency Locator
Report a Claim

GENERAL LIABILITY

General Liability products are offered in most states.

COVERAGES

- Employee Benefit Liability
- General Liability
- Liquor Liability
- Owners / Contractors Protective
- Products/Completed Operations Liability
- Program Business
- Unique or Unusual Classes / Coverages
- Various Deductible or Self-Insured Retention options

CLASSES

We offer a variety of programs for many classes of business, as well as a number of non-program commercial classes. Some of our most popular prorams include:

- Alarm Installation
- Apartments
- Artisan Contractors
- Clubs—Civic or Social
- Condominium & Homeowners Associations
- Contractors and Equipment Rental
- Day Care
- Demolition Contractors
- Exterminators
- Excavation & Grading of Land
- Exercise & Health Studios and Fitness Centers
- General Contractors—Commercial & Remodelers
- Home Health Care
- Landowners
- Landscaping Contractors
- Lessor's Risk
- Mobile Home Parks
- Motels
- Security & Patrol Agencies
- Special Events
- Swimming Pool Installation & Maintenance Contractors
- Swim and Tennis Clubs
- Tanning Salons
- Tree Trimmers
- Vacant Buildings
- Wind and Solar Contactors

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The Scottsdale Insurance fleet of companies includes National Casualty Company, Scottsdale Insurance Company, Scottsdale Indemnity Company and Scottsdale Surplus Lines Insurance Company.

Commercial Transportation
Commercial Property
Excess & Umbrella
General Liability
Personal Lines
Professional Lines
Public Entity
Veterinary Pet Insurance
Agency Locator
Report a Claim

EXCESS & UMBRELLA

We offer stand-alone Excess or Umbrella products, written over Scottsdale primary and other qualifying carriers.

COVERAGES

- Commercial Umbrella Liability—with underlying coverages such as General Liability, Auto Liability, Employer's Liability, Professional Liability, Liquor Liability, Garage Liability, Watercraft Liability, Aircraft Liability and Various Miscellaneous coverages.
- Excess Liability—can include Excess Umbrella coverage as well as Monoline Excess Auto, General Liability, Professional, and Liquor.

CLASSES

We write a variety of risks including:

- Alarm Contractors
- Apartments
- Building—Lessor's Risk
- Daycare
- Commercial Contractors—Non-Residential
- Restaurants & Bars
- Security Guards
- Special Events / Recreation
- Transport Services

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The Scottsdale Insurance fleet of companies includes National Casualty Company, Scottsdale Insurance Company, Scottsdale Indemnity Company and Scottsdale Surplus Lines Insurance Company.

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.** 3.11

FORM 11 (Rev. 1/00)

FORM APPROVED COUNTY COUNSEL
BY: MARSHA L. VICTOR DATE 10/26/09

Departmental Concurrence

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

8.16A

FROM: TLMA - Transportation Department

SUBMITTAL DATE:
October 29, 2009

SUBJECT: Amendment No. 1 to the On-Call Environmental Services Agreement with Merkel & Associates, Inc.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify the attached Amendment No. 1 to the On-call Environmental Services Agreement with Merkel & Associates, Inc. and the County of Riverside and;

2. Authorize the Chairman of the Board to execute the same.

BACKGROUND: The Transportation Department needs environmental support services to deliver all the necessary road improvement projects identified and funded in the Transportation Improvement Program. The Board of Supervisors approved and executed an agreement between the County and Merkel & Associates, Inc. on October 17, 2006 to provide the

Juan C. Perez
Director of Transportation

JCP:jrj
(Continued On Attached Page)

FINANCIAL DATA				
	Current F.Y. Total Cost:	$ 250,000	**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: Gas Tax, Measure A, TUMF Fees, RBBD Fees (Varies by project)

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. 10/17/06, Item 3.48 | **District:** All | **Agenda Number:** 3.110

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

Form 11 (Rev 07/2007)

Transportation Department with the needed services. This amendment exercises the option in the agreement to extend the term of the contract for the first of the two optional one-year extensions. The Transportation Department needs the continued services of Merkel & Associates, Inc. All associated contract costs will be funded using project funds. Thus, no net county costs will be incurred as a result of this contract amendment.

Contract No. 06-09-016 A1
Riverside Co. Transportation

AMENDMENT TO AGREEMENT

for On-Call Environmental Services

between County of Riverside – Transportation Department

and Merkel & Associates, Inc.

THIS AMENDMENT (hereinafter the "Amendment") to an agreement is made and entered into as of this _____ day of _____, 2009, by and between the County of Riverside, a political subdivision of the State of California (hereinafter the "COUNTY"), and Merkel & Associates, Inc. (hereinafter "CONSULTANT").

RECITALS

A. COUNTY and CONSULTANT have entered in an agreement entitled "On-Call Environmental Services between County of Riverside – Transportation Department and Merkel & Associates, Inc. that is dated October 17, 2006 (hereinafter the "Agreement"). The Agreement provides the terms and conditions, scope of work, schedule and budget for the performance of professional and technical services necessary to provide on-call Environmental services.

B. Appendix B • Article BI establishes the time period for allowing work assignments to be authorized under the original agreement. The terms and conditions specify that work assignment can be authorized for three years from the date of Board of Supervisors agreement approval (October 17, 2009) and that the authority to execute work assignments can be modified through one-year supplemental extensions. The agreement allows for two separate one-year extensions. The CONSULTANT is satisfactorily performing the duties under this agreement and the Transportation Department continues to need the services provided. The parties therefore now desire to implement the first one-year extension of the authority to execute work assignments.

C. The County of Riverside – Transportation Department intends to modify the term of the contract extension to coincide with the fiscal year, July 1-June 30.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties agree as follows, effective July 1, 2009:

1. The term of the contract is modified to coincide with the County fiscal year, July1 through June 30.
2. The authority to authorize work assignments under this contract is herby extended from July 1, 2009 to

June 30, 2010 in accordance with Appendix B • Article BI of the original agreement.

3. Except to the extent specifically modified or amended hereunder, all of the terms, covenants and conditions of the Agreement shall remain in full force and effect between the parties hereto.

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

APPROVALS

COUNTY Approvals

RECOMMENDED FOR APPROVAL:

_____ Dated: 10/23/09

JUAN C. PEREZ

Director of Transportation

APPROVED AS TO FORM:

M R Victor, Deputy Dated: 10/21/09

Marsha L. Victor

PAMELA J. WALLS

County Counsel

APPROVAL BY THE BOARD OF SUPERVISORS

_____ Dated: _____

_____

PRINTED NAME

Chairman, Riverside County Board of Supervisors

ATTEST:

_____ Dated: _____

KECIA HARPER-IHEM

Clerk of the Board (SEAL)

CONSULTANT Approvals

CONSULTANT:

Barbara L Merkel Dated: 9/18/09

Barbara L. Merkel

PRINTED NAME

President

TITLE

CONSULTANT:

Keith W. Merkel Dated: 9/18/09

Keith W. Merkel

PRINTED NAME

Secretary

TITLE

FORM APPROVED COUNTY COUNSEL
BY: MARSHA L. VICTOR DATE 10/2/09

Departmental Concurrence

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

8.17A

FROM: TLMA - Transportation Department

SUBMITTAL DATE:
October 29, 2009

SUBJECT: Amendment No. 1 to the On-Call Environmental Services Agreement with ASM Affiliates, Inc.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify the attached Amendment No. 1 to the On-call Environmental Services Agreement with ASM Affiliates, Inc. and the County of Riverside and;

2. Authorize the Chairman of the Board to execute the same.

BACKGROUND: The Transportation Department needs environmental support services to deliver all the necessary road improvement projects identified and funded in the Transportation Improvement Program. The Board of Supervisors approved and executed an agreement between the County and ASM Affiliates, Inc. on August 29, 2006 to provide the Transportation

Juan C. Perez
Director of Transportation

JCP:jrj
(Continued On Attached Page)

FINANCIAL DATA				
	Current F.Y. Total Cost:	$ 250,000	**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: Gas Tax, Measure A, TUMF Fees, RBBD Fees (Varies by project)

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION:

APPROVE
BY: Tina Grande

County Executive Office Signature

☒ Policy ☐ Policy

☐ Consent ☐ Consent

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

Prev. Agn. Ref. 8/29/06, Item 3.86 | **District:** All | **Agenda Number:**

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.111

Form 11 (Rev 07/2007)

Department with the needed services. This amendment exercises the option in the agreement to extend the term of the contract for the first of the two optional one-year extensions. The Transportation Department needs the continued services of ASM Affiliates, Inc. All associated contract costs will be funded using project funds. Thus, no net county costs will be incurred as a result of this contract amendment.

Contract No. 06-08-003 A1
Riverside Co. Transportation

AMENDMENT TO AGREEMENT

for On-Call Environmental Services

between County of Riverside – Transportation Department

and ASM Affiliates, Inc.

THIS AMENDMENT (hereinafter the "Amendment") to an agreement is made and entered into as of this _____ day of _____, 2009, by and between the County of Riverside, a political subdivision of the State of California (hereinafter the "COUNTY"), and ASM Affiliates, Inc. (hereinafter "CONSULTANT").

RECITALS

A. COUNTY and CONSULTANT have entered in an agreement entitled "On-Call Environmental Services between County of Riverside – Transportation Department and ASM Affiliates, Inc. that is dated August 29, 2006 (hereinafter the "Agreement"). The Agreement provides the terms and conditions, scope of work, schedule and budget for the performance of professional and technical services necessary to provide on-call Environmental services.

B. Appendix B • Article BI establishes the time period for allowing work assignments to be authorized under the original agreement. The terms and conditions specify that work assignment can be authorized for three years from the date of Board of Supervisors agreement approval (August 29, 2009) and that the authority to execute work assignments can be modified through one-year supplemental extensions. The agreement allows for two separate one-year extensions. The CONSULTANT is satisfactorily performing the duties under this agreement and the Transportation Department continues to need the services provided. The parties therefore now desire to implement the first one-year extension of the authority to execute work assignments.

C. The County of Riverside – Transportation Department intends to modify the term of the contract extension to coincide with the fiscal year, July 1-June 30.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties agree as follows, effective July 1, 2009:

1. The term of the contract is modified to coincide with the County fiscal year, July1 through June 30.

2. The authority to authorize work assignments under this contract is herby extended from July 1, 2009 to

June 30, 2010 in accordance with Appendix B • Article BI of the original agreement.

3. Except to the extent specifically modified or amended hereunder, all of the terms, covenants and conditions of the Agreement shall remain in full force and effect between the parties hereto.

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

APPROVALS

COUNTY Approvals

RECOMMENDED FOR APPROVAL:

_____ Dated: 10/20/09

JUAN C. PEREZ

Director of Transportation

APPROVED AS TO FORM:

M.M. Victor, Deputy Dated: 10/2/09

Marsha L. Victor

PAMELA J. WALLS

County Counsel

APPROVAL BY THE BOARD OF SUPERVISORS

_____ Dated: _____

PRINTED NAME

Chairman, Riverside County Board of Supervisors

ATTEST:

_____ Dated: _____

KECIA HARPER-IHEM

Clerk of the Board (SEAL)

CONSULTANT Approvals

CONSULTANT:

_____ Dated: 09/10/09_

John R. Cook

PRINTED NAME

President

TITLE

CONSULTANT:

_____ Dated: 09/10/09_

John R. Cook

PRINTED NAME

Secretary

TITLE

FORM APPROVED COUNTY COUNSEL
BY: MARSHA L. VICTOR DATE 10/22/09

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

822 A

FROM: TLMA - Transportation Department

SUBMITTAL DATE:
October 29, 2009

SUBJECT: Construction of raised median improvements on Camino Real from Mission Boulevard to Avenida Baja/River Glen Drive, in the Rubidoux area.

RECOMMENDED MOTION: That the Board of Supervisors approve the plans and specifications for the construction of raised median improvements on Camino Real from Mission Boulevard to Avenida Baja/River Glen Drive, in the Rubidoux area. Authorize the Clerk to advertise for bids to be received in the office of the Director of Transportation up to the hour of 2:00 pm, Wednesday, December 16, 2009, at which time bids will be opened.

BACKGROUND: In 2005, Patriot High School was constructed at the southwest corner of Camino Real and Mission Boulevard. After observing the traffic conditions in front of the new school, the Transportation Department determined that a raised median would be benificial to prevent U-turns and to channelize traffic flow generated by the school. Therefore in 2006, the

Juan C. Perez
Director of Transportation

JCP:jrj:cmw
(Continued On Attached Page)

FINANCIAL DATA				
	Current F.Y. Total Cost:	$ 209,400	**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: Redevelopment Agency (RDA) (100%)

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

Departmental Concurrence

Prev. Agn. Ref. | **District:** 2 | **Agenda Number:** 3.112

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

Transportation Department installed an interim median consisting of asphalt concrete berms along Camino Real from Mission Boulevard to Avenida Baja/River Glen Drive. The median was successful at improving operating conditions for pedestrians and motorists using Camino Real, especially during peak hours before and after school.

The proposed project intends to replace the interim asphalt concrete berms with concrete curbs, and to install decorative concrete pavers and cobblestones within the median.

As part of a separate contract to construct the Jurupa Valley Aquatic Center, the Redevelopment Agency for Riverside County will add irrigation and planting to the median. The median hardscape and landscape will be maintained by the Riverside County Parks and Open Space District, which will be operating and maintaining the Jurupa Valley Aquatic Center.

The proposed work to construct a concrete raised median on Camino Real will be funded by the Redevelopment Agency (RDA) through a cooperative agreement with the County that will be submitted to the Board of Supervisors for execution prior to, or concurrent with, the award of the construction contract. Preparation of the plans and specifications was funded by RDA under a prior agreement.

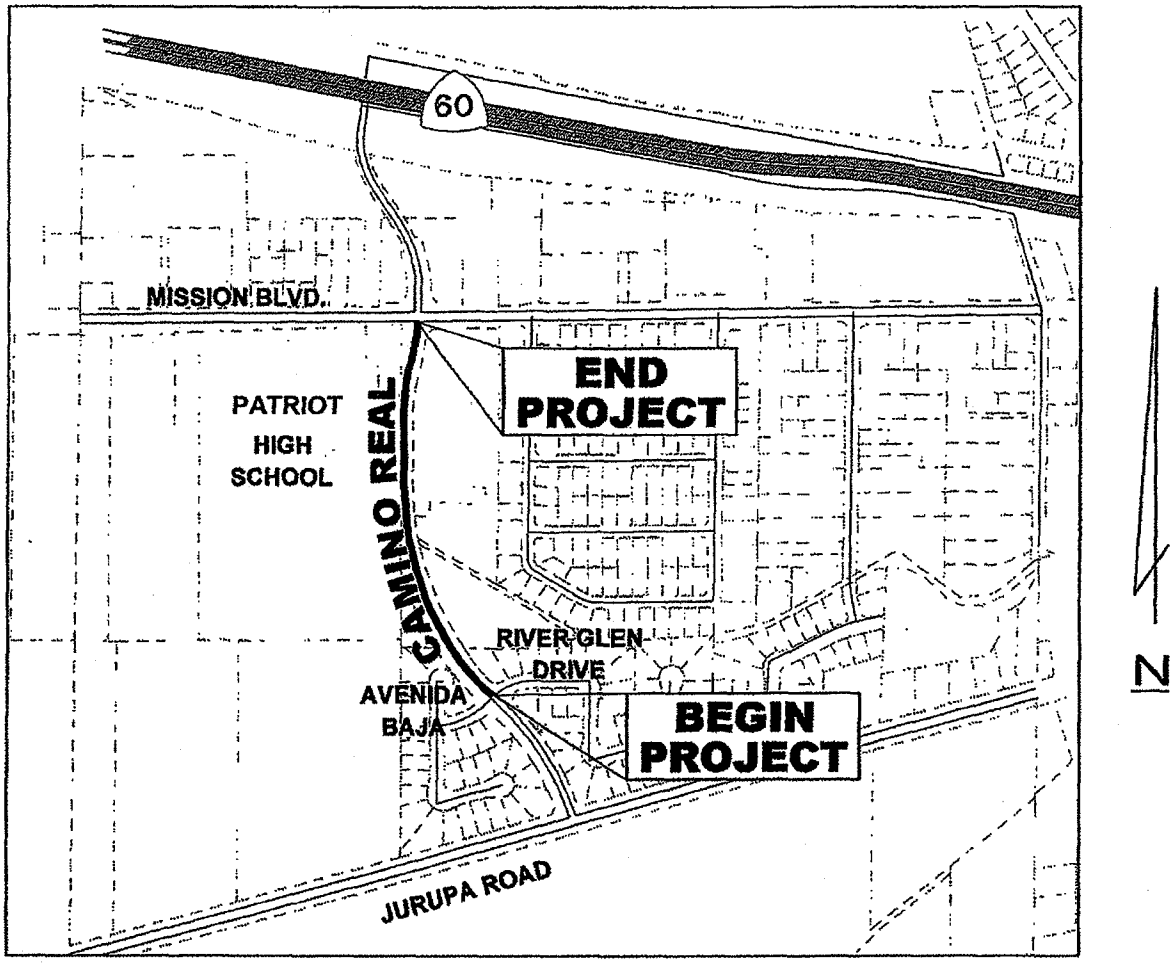
The submitted plans and specifications have been approved as to form by County Counsel.

Environmental clearance is complete.

Project No: B7-0774.

CAMINO REAL

from RIVER GLEN DRIVE to MISSION BLVD.
in the COMMUNITY OF RUBIDOUX



VICINITY MAP

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

8446 A

FROM: TLMA - Transportation Department

SUBMITTAL DATE:
October 29, 2009

SUBJECT: 2009/2010 Annual Edition, Transportation Improvement Program (TIP) for fiscal years 2009/2010 through 2015/2016

RECOMMENDED MOTION: The Department respectfully requests that the Board of Supervisors:

1) Approve and adopt the Transportation Improvement Program, for fiscal years 2009/2010 through 2015/2016 and;

2) Authorize the Transportation Department to submit an amended Measure "A", Local Streets and Roads Program (as reflected by this TIP) to the Riverside County Transportation Commission and;

Juan C. Perez
Director of Transportation

(Continued On Attached Pages)

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:**	2009/10- 15/16

SOURCE OF FUNDS: Varies by project

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION:

APPROVE
BY: Tina Grande

County Executive Office Signature

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

Prev. Agn. Ref. | **District:** All | **Agenda Number:** 3.113

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD

Form 11 (Rev 07/2007)

3) Adopt the list of projects to be funded using Proposition 1B as listed on Attachment A and;

4) Authorize the use of Western Riverside County DIF Traffic Signal Funds (Fund No. 30503) in the amount of $14,003,000 and Eastern Riverside County DIF Traffic Signal Funds (Fund No. 30502) in the amount of $2,572,000 for construction of traffic signals as listed on Attachment B and;

5) Direct the Executive Office to transfer DIF funds to Transportation Fund No. 31692 (Western DIF Signal Funds) and Fund No. 31691 (Eastern DIF Signal Funds) pursuant to submitted billings for traffic signal projects.

BACKGROUND: The TIP is the County's seven-year funding plan for Transportation Capital projects. The TIP has been programmed in accordance with the Board-approved "Ground Rules" for allocation of General Highway funding contained herein.

Overall, we are entering a period of downsized expectations on the timing of delivery of capacity – expansion infrastructure projects such as major road widenings and interchange improvements. The combination of huge drops in development fee revenues, lower Measure "A" sales tax projections, the lack of a new Federal Transportation Bill, and continued uncertainty at the State level on the flow of basic operating funds and Transportation Bond funds, all associated with the economic downturn, will stretch our ability to continue timely delivery of those projects that will ultimately be needed to serve our growing County. We will need to work closer than ever with our partners at RCTC, CVAG, WRCOG, and our cities to assess priorities and shift funding. The one positive that we are seeing is much lower than expected bid prices, which is helping to offset some of the drops in current revenues.

TIP Administration

This program includes projects funded by General Highway Funds, Special Districts, State and Federal Funds, special programs and other agencies. No County General funds are included in this Program. The TIP is a multi-fund source document updated annually, with periodic amendments throughout the year, which the Department uses to more efficiently manage its numerous projects and financial resources.

The Transportation Department is seeing significant repercussions related to the economic downturn on a number of projects that are in progress and planned for the near future. After many years of increases, the TIP total is now just over $1.5 billion (programmed over seven years, although some projects will be longer-termed). This amount does not include the need for an additional $ 0.9 billion required for all listed projects to be fully funded. Last years' TIP approached $2 billion and had an unfunded amount of $0.5 billion. The value of improvements programmed in FY 09/10 ($209 million) is less than last years' amount of $217 million, but is still 70 percent more that FY 04/05 ($124 million).

The County is required to submit a five year Measure "A" Local Streets and Roads Program to RCTC each June in conformance with the Measure "A" Expenditure Plan, General Provision 5a. The most recent Measure "A" Program was approved by RCTC on July 8, 2009, prior to the creation of the 2009/2010 TIP. This 2009/2010 edition of the TIP will supersede the previously submitted Measure "A" Program.

Impacts of State Budget on County Budget

State budget issues continue to impact the State and Federal transportation funding programs resulting in changes to Riverside County transportation funding. The County has been very actively working through CSAC to keep our gas tax and special transportation funds (Prop. 42 and Prop. 1B) in this year's State budget, and they were included in the approved budget. The State recently approved SB 65, which provides for our gas tax to be withheld between November and March and to be paid back in April. The Transportation Department has judiciously built up operating reserves to allow us to weather these suspensions, provided that the State does pay it back as stipulated in the legislation.

Prop 42 funds (one of our main sources for pavement preservation activities) for local streets and roads were not allocated by the State in FY 08/09. The release of FY 09/10 Prop. 42 allocations is being delayed until the fourth quarter and therefore, there is only a partial amount of 09/10 Prop. 42 ($2.9 million out of $15 million) programmed for this fiscal year.

Voters approved Proposition 1-B in the November 2006 elections. Including the first release of funds in February 2008, Riverside County has received $27.8 million in three installments, each having a three fiscal year spending deadline. Seven million has been spent to date, $13 million is programmed for the current fiscal year, with the rest programmed over the next 2 years. The Proposition 1-B funding will help us with our "deferred maintenance" needs and is being proposed for roadway repair and resurfacing projects. The funds must be used exclusively for local streets and roads. The State requires Board approval of projects proposed to use Proposition 1-B funds. Fund savings are being realized from lower project delivery costs and the Department proposes the projects listed on Attachment A.

The State has proposed releasing the rest of Prop. 1-B funds this year as an economic stimulus package. Riverside County is expected to receive $22.4 million, which equates to 5% of the statewide total of $442 billion designated for counties. The Department is uncertain that the State may be able to sell bonds this year and has, tentatively, programmed receipt of funds for FY 10/11. We will bring an expenditure plan for the remaining Prop. 1-B funds to the Board when the availability of 1-B funds is more certain.

The County's maintained road system encompasses 2,523 miles, after the incorporation of Wildomar and Menifee. The costs necessary to deliver improvements have dropped in the past eighteen months after three years of sharply increasing cost. However, high cost of construction in past years and the erratic release of Prop. 42, Prop. 1-B and gas tax by the State in recent years have impacted our ability to repave roads. These constant disruptions to funding result in inefficiencies and added costs to the projects. We have experienced a reduction from 95.3 miles/year average in FY 01/03 to 63.1 miles/year average in FY04/10 as reflected in the chart on Page ii of the TIP, which is well below our target of the needed 126 miles annually to maintain a 20-year repaving cycle. Our current revenues allow us to only achieve an average 40-year repaving cycle. It is imperative that we continue to make pavement preservation a priority as our deferred maintenance grows and roads continue to deteriorate.

Impacts of the Development Slow-Down on Transportation Funding

The Transportation Department relies heavily on development fees to fund major capacity expansions to the road system and freeway interchange projects. These include the Western and Eastern Transportation Uniform Mitigation Fee (TUMF) programs, the Development Impact Fee (DIF) Program for Roads and Signals, and the use of Road and Bridge Benefit Districts

(RBBD's) in four high-growth areas of the County (Mira Loma and Eastvale, Menifee, Scott Road Corridor, and Southwest). We have seen a sharp drop-off in these fee revenues, coupled with reduction in our fund balances due to delivery of several large and expensive projects in the past few years, that will impact our ability to deliver the projects in the TIP. Limited development fee fund balances are impacting our ability to continue with engineering and environmental work on fee-funded projects to get them shelf-ready for construction.

Impacts of Incorporations

This TIP includes projects that are within the boundary of the new Cities of Wildomar (which encompasses 104 road miles) and Menifee (which encompasses 210 road miles). The Transportation Department has indicated our intent to continue to provide our expertise on capital project delivery to the new cities, and is forging a cooperative relationship with the cities to do so on a contract basis.

Utility Undergrounding Projects

The preface to the Transportation improvement Program includes summary information about the County's Underground Utility Conversion Program (Rule 20-A), which is funded from California Public Utility Commission (CPUC) funds. The Transportation Department has been recently informed by the Edison Company that they are utilizing significantly higher estimates of costs for utility undergrounding projects. The cost increases are likely to result in no new undergrounding projects being undertaken for a number of years until the current projects are completed and the County's fund balance grows. The County may need to utilize the Edison Company's program of utilizing future Rule 20A allocations in order to complete the currently approved Underground Utility District projects. We have requested comprehensive program allocation and expense data from the Edison Company in order to provide more certainty with regard to available allocation balances.

Traffic Signal DIF Funds

The list of traffic signal projects on Attachment "A" includes both new and active projects proposed to be funded with Development Impact Fees, specifically the Western Riverside County Traffic Signal Funds and Eastern Riverside County Traffic Signal Funds. Funds will be transferred from the Executive Office to the Transportation Department as costs are incurred. In addition to these projects, the Transportation Department and Developers are working on other numerous traffic signal projects in each Supervisorial District.

Federal Stimulus

This TIP includes two interchange projects that the County is awarding this fiscal year, the SR-60/Valley Way interchange and the I-10/Palm Drive interchange; these together are receiving about $10 million in Federal Stimulus Funds. Overall, there are 5 interchanges County-wide that are receiving a total of $70 million in stimulus funds, which is the entire allocation for the County. Although this program has been very helpful to get some of these long-planned projects fully funded and out to construction, overall less that 4% of the Federal stimulus is going directly into road projects.

Attachment A

Additional Projects Proposed to Use Proposition 1B Funding

PROJECT NUMBER	PROJECT LOCATIONS	Prop. 1B AMOUNT
B70739	Van Buren Blvd. - Clay to Limonite	$ 1,300,000
B50562	Allwood St - Riverview Dr to W'ly 0.18 mi	$ 175,000
B50566	Bonhill St - Suncrest Dr to W'ly 0.09 mi	$ 78,000
C00511	Bronco - Riverview Dr to W'ly 0.04 mi	$ 60,000
B50569	Covello St - Suncrest Dr to Maverick Ln	$ 233,000
B50572	Dorset St - Suncrest Dr to E'ly & W'ly 0.10 mi	$ 106,000
B50573	Emery St - Limonite Frontage Rd to Riverview Dr	$ 310,000
B50578	Maverick Ln - Riverview Dr to Covello St	$ 165,000
B50583	Suncrest Dr - Allwood St to Maverick Ln	$ 265,000
B80603	Donald St - Joel Dr to California Ave	$ 236,000
B80604	Joel Dr - Donald St to Lyn Ave	$ 33,000
B80605	Lyn Ave - Joel Dr to California Ave	$ 159,000
B80606	Shannon Dr - California Ave to W Calif. Ave .06 mi	$ 59,000
B70791	Main St - Sanrive Ave to Michigan Ave	$ 745,000
	Total	$ 3,924,000

Projects listed above are also included in the FY 09/10 TIP document.

Attachment B

Signal Projects Proposed to be funded by DIF SMF Component

(Note: Some projects are complete and pending reimbursement to developers)

PROJECT NUMBER		PROJECT LOCATIONS	DIF FUND AMOUNT	SUPV. DIST.
		Western County DIF Traffic Signal Projects		
B50659	1	Baxter Rd & I -15	$ 368,000	1
C00516	2	Campbell Ranch Rd & Temescal Canyon Rd	$ 235,000	1
B60461	3	Mission Trail & Canyon Dr	$ 280,000	1
B60466	4	Temescal Canyon Rd & Lawson Rd	$ 5,000	1
B90948	5	Temescal Canyon Rd & Maitri Rd	$ 368,000	1
B70719	6	Van Buren Blvd. (Mockingbird to Gamble)	$ 131,000	1
C00509	7	Van Buren Blvd. (Signal Equip Modifications)	$ 17,000	1
B70699	8	Archibald Ave & 65th St	$ 210,000	2
B60448	9	Archibald Ave & River Rd	$ 210,000	2
B20469	10	Bedford Cyn Rd and El Cerrito Rd	$ 734,000	2
B90975	11	Bellegrave Ave & Bain St	$ 177,000	2
B90987	12	Clay St & De Anza Plaza Driveway	$ 341,000	2
B70700	13	Cleveland Ave & Schleisman Rd	$ 210,000	2
B60583	14	Cleveland Ave & Citrus Ave	$ 300,000	2
B70767	15	El Cerrito Rd & Temescal Canyon Rd	$ 559,000	2
B90947	16	Galena St & Pedley Rd	$ 396,000	2
C00517	17	Hamner/Sumner Corridor Sig. Mod. (bike ln)	$ 175,000	2
B40482	18	Hamner & Schleisman Rd (New algn.)	$ 235,000	2
B80690	19	Harrison St & 65th St	$ 285,000	2
B40481	20	Harrison St & Citrus St	$ 210,000	2
B40522	21	Harrison St & Schleisman Rd	$ 157,000	2
B70761	22	Jurupa Rd & Pedley Ave	$ 178,000	2
B50358	23	Limonite Ave & Cleveland Ave	$ 163,000	2
B90961	24	Limonite Ave & Downey	$ 300,000	2
B8-0688	25	Limonite Ave & Hudson St Flashing Beacon	$ 53,000	2
B60563	26	Limonite Ave & Lucretia Ave	$ 407,000	2
B60460	27	Magnolia Ave & Neece St	$ 652,000	2
B70788	28	Magnolia Ave @ BNSF RR Xing	$ 251,000	2
B60459	29	Market St & Agua Mansa Rd	$ 192,000	2
B40512	30	Rubidoux Blvd & Market St (Mod)	$ 224,000	2
B70704	31	Ruibidoux Blvd &Tarragona Dr/El Rivino	$ 76,000	2
B90943	32	Ruibidoux Blvd & 28th St	$ 265,000	2
B80680	33	Schleisman Rd & Hellman Ave	$ 235,000	2
B90976	34	Antelope Rd & Holland Rd	$ 90,000	2
B90950	35	Auld Rd & Briggs Rd	$ 100,000	2
B90949	36	Auld Rd & Leon Rd	$ 100,000	2
B90951	37	Benton Rd & Pourroy Rd	$ 235,000	2

PROJECT NUMBER		PROJECT LOCATIONS	DIF FUND AMOUNT	SUPV. DIST.
		Western County DIF Traffic Signal Projects, continued		
B20472	38	Clinton Keith Rd (Antelope Rd to SH79)	$ 600,000	3
B80687	39	La Peidra Rd & Spring Deep Ter. Flashing B.	$ 46,000	3
B50409	40	Leon Rd & Rice Rd bridges	$ 682,000	3
B60452	41	Leon Rd & Scott Rd	$ 210,000	3
B90954	42	McCall Blvd & Sherman Rd	$ 142,000	3
B60450	43	Menifee Rd & Mc Call Blvd	$ 210,000	3
B60457	44	Washington St & Abelia St	$ 210,000	3
B60456	45	Washington St & Yates Rd	$ 210,000	3
B60454	46	Winchester Rd (SR-79) & Skyview Rd	$ 235,000	3
B20421	47	Iowa Ave & Main St	$ 73,000	5
B90953	48	Main St & Michigan Ave	$ 167,000	5
B90952	49	Antelope and Ellis	$ 235,000	5
B90946	50	San Timoteo Cyn Rd & Live Oak Cyn Rd	$ 279,000	5
B90986	51	Walnut Ave & Sherman Ave	$ 280,000	5
A50220	52	Rte 74 & Sherman Rd	$ 400,000	5
B90996	53	Battery Backup System - countywide	$ 700,000	1,2,3
B80676	54	Traffic Signal Coordination	$ 200,000	1,2,3
		Programmed Western Projects Total	**$ 14,003,000**	
		Eastern County DIF Traffic Signal Projects		
B20439	55	66th & Harrison	$ 242,000	4
B90955	56	Harrison Ave (Old SR86) & 74th Ave	$ 295,000	4
A80373	57	I-10 & Date Palm Interchange	$ 250,000	4
B20388	58	I-10 & Jefferson Ave Interchange	$ 250,000	4
A80372	59	I-10 & Indian Ave Interchange	$ 250,000	5
A40740	60	I-10 & Palm Dr Interchange	$ 250,000	5
B90977	61	Indian Ave & 18th Ave	$ 235,000	5
TBD	62	Indian Ave & Pierson Blvd	$ 250,000	5
B90996	70	Battery Backup System - countywide	$ 500,000	4,5
B80676	71	Traffic Signal Coordination	$ 50,000	4,5
		Programmed Eastern Projects Total	**$ 2,572,000**	

Projects listed above are also included in the FY 09/10 TIP document

924A

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

FROM: TLMA - Transportation Department

SUBMITTAL DATE: November 12, 2009

SUBJECT: Notice of Completion - Construction of Traffic Signal and Lighting, Rubidoux Boulevard / Cedar Avenue at Tarragona Road, Rubidoux area

RECOMMENDED MOTION: That the Board execute and file the attached "Notice of Completion".

BACKGROUND: By Minute Order 3.22 of February 10, 2009, the Board entered into an agreement with AP Engineering Corporation of Riverside, CA for the construction of traffic signal, and lighting at the intersection of Rubidoux Boulevard / Cedar Avenue at Tarragona Road / El Rivino Road, Rubidoux area. The authorized amount of the contract was $245,163. The total amended contract amount (including quantity adjustments) is $247,567.99 which is 1% more than the originally authorized amount.

Juan C. Perez
Director of Transportation

dj
(Continued On Attached Page)

FINANCIAL DATA				
	Current F.Y. Total Cost:	$247,568	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 (100%)

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION:

APPROVE
BY Tina Grande

County Executive Office Signature

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

Prev. Agn. Ref. 6/23/09, Item 3.22 | **District:** 2 | **Agenda Number:** 3.114

Form 11 (Rev 07/2007)

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD

This work was completed in conformance with the plans and specifications on June 5, 2009. The work was inspected by the Construction Engineering Section of the Transportation Department. Work Order B7-0704.

Budget		
Original Contract Amount		$245,163.00
Tot. Chg Orders Authorized -	0.0%	$0.00
Est. Pending Change Orders	0.0%	$0.00
Amended Contract Amount		$245,163.00
* Quantity Adjustments	1.0%	$2,404.99
+ CCO FA Adjustments	0.0%	$0.00
Total Amended Contract Amount	101.0%	$247,567.99
Expenditures		
Total Progress Payments -		$247,567.99
Estimated Pending Payments		
Total Expenditures		$247,567.99
(Over)\Under Contract Amount		$0.00

+ Change Orders using the Force Account method of payment issued prior to the work being completed generally do not use the total authorized amount.

* *CAL-Trans Standard Specifications 4-1.03B*. Increases or decreases in the quantity of a contract item of work will be determined by comparing the total pay quantity of such item of work with the Engineer's Estimate. If the total pay quantity of any item of work required under the contract varies from the Engineers Estimate by 25 percent or less, payment will be made for the quantity of work of said item performed at contract unit price, unless eligible for adjustment pursuant to Section 4-1.03C, "Changes in Character of Work."

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: Construction of Traffic Signal and Lighting

Date of Completion: Date of this notice

Nature of owner: County of Riverside, public entity

Interest or estate of owner: Public Roadway

Address of owner: **4080 Lemon Street, 8th Floor, Riverside, CA 92501**

Name of contractor: AP Engineering Corporation

Street or legal description of site: Rubidoux Boulevard / Cedar Avenue at Tarragona Road / El Rivino Road

Dated: _____

Owner: County of Riverside
(Name of Public Entity)

By: _____
Jeff Stone, Chairman, Board of Supervisors

STATE OF CALIFORNIA)
ss
COUNTY OF RIVERSIDE)

I am the Chairman of the governing board of 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

FORM APPROVED COUNTY COUNSEL
BY: MARSHA L VICTOR DATE 11/4/09

Departmental Concurrence

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

9.25A

FROM: TLMA - Transportation Department

SUBMITTAL DATE:
November 12, 2009

SUBJECT: Amendment No. 1 to the State Route 79 North (Winchester Road) Memorandum of Understanding (MOU) with the State of California Department of Transportation (Caltrans) and the City of Murrieta

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached Amendment No. 1 to the Memorandum of Understanding (MOU) with Caltrans and the City of Murrieta for State Route 79 North (Winchester Road), and;

2. Authorize the Chairman to execute the same.

BACKGROUND: On June 15, 2004 the Board approved a MOU with Caltrans and the City of Murrieta that described the ultimate right of way configuration and access control for State Route 79 (Winchester Road) between Hunter Road and Domenigoni Parkway. The MOU

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

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

Prev. Agn. Ref. 6/15/04 (3.18) | **District:** 3 | **Agenda Number:** 3.115

Form 11 (Rev 07/2007)

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

describes the ultimate right of way width for State Route 79 which is planned to be 184' from Hunter Road Northerly to Keller Road, transitioning to 220' from Keller Road to Scott Road, and 220' from Scott Road to Domenigoni Parkway. This MOU also describes the ultimate access locations for the route, with access generally limited to a minimum of half-mile intervals. Some existing access points are planned to be eliminated in the ultimate configuration, as development occurs in the area.

All planned access points are for public street connections. The planned and modified access points are designed to improve geometrics and sight distance.

Subsequent to the approval of the MOU, the County approved Specific Plan SP 310 on December 14, 2004. In order to facilitate circulation of traffic through this site, one additional public street connection to State Route 79 was necessary at Wickerd Road. Wickerd Road will be a new 4-leg signalized intersection located ½ mile north of Scott Road. With the addition of Wickerd Road, Garbani Road and Craig Road (North Village Loop) needed to be adjusted to retain the ½ mile required intersection spacing.

The Riverside County Transportation Department has coordinated the proposed modifications to the MOU with Caltrans and the City of Murrieta. This amendment has been executed by the City of Murrieta and it is expected that Caltrans will approve this MOU after Board of Supervisor approval.

Project No. B40527

Contract No. 03-11-006 A1
Riverside Co. Transportation

Memorandum of Understanding – Amendment 1

08-Riv-79-PM R6.0/15.8
Hunter Road to Domenigoni Parkway

City of Murrieta
County of Riverside
State of California, Department of Transportation

June 2009

MEMORANDUM OF UNDERSTANDING – AMENDMENT 1
STATE ROUTE 79, HUNTER ROAD TO DOMENIGONI PARKWAY

This Memorandum of Understanding (MOU) Amendment is between the State of California, Department of Transportation (hereinafter Department); the City of Murrieta (hereinafter City); and the County of Riverside (hereinafter County). This MOU Amendment is a supplement to the MOU between the Department, City, and the County, approved in June 2004. The Amendment is to address the location of future roads that were approved under Specific Plan SP310 by the Riverside County Board of Supervisors on 12/11/01, with Final Resolution 2004-538 on 12/14/04.

Location of Intersections:

1. Wickerd Road

The Wickerd Road intersection was not identified in the MOU and will be a new 4-leg signalized intersection that will be at least one-half mile away from Scott Road and Garbani Road. The range will be between Post Mile 12.502 and Post Mile 12.625. A range is being provided since the detailed design for the Wickerd Road intersection at SR-79 is not available at this time. Due to the rugged terrain in the vicinity, the range will allow the future design some flexibility and at the same time ensure that Caltrans standard minimum intersection spacing of one-half mile is maintained. Notwithstanding the lack of final detailed designs, the Parties have determined that locating the Wickerd Road intersection at any point between Post Mile 12.502 and Post Mile 12.625 is acceptable.

2. Garbani Road/North Village Loop - South

Garbani Road/North Village Loop - South, a signalized 4-leg intersection, has been identified in the MOU as an intersection to SR-79 at Post Mile R13.123. The location of the intersection at Post Mile R13.123 in the 2004 MOU is replaced with Post Mile R13.125 as approved in Specific Plan SP310. This location will better suit the existing terrain and reduce environmental impacts to a drainage facility in the area.

3. Craig Road/North Village Loop - North

Craig Road/North Village Loop - North, a signalized 4-leg intersection, has been identified in the MOU as an intersection to SR-79 at Post Mile R13.604. The location of the intersection at Post Mile R13.604 in the 2004 MOU is replaced with Post Mile R13.741 as approved in Specific Plan SP310.

This MOU may be modified at any time by the agreement of the parties hereto.

Attachments (Revised Exhibits A, B)

Approved:

Raymond W. Wolfe, PhD, District Director
Department of Transportation
District 8

Gary Thomasian, Mayor
City of Murrieta

Attest: A. Kay Vinson
City Clerk
8-18-09

Jeff Stone, Chairman
Board of Supervisors
County of Riverside

FORM APPROVED COUNTY COUNSEL
BY MARSHA L. VICTOR 11/4/09 DATE

FORM APPROVED COUNTY COUNSEL
BY: MARSHA L VICTOR DATE 11/5/09

Departmental Concurrence

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

9.26A

FROM: TLMA - Transportation Department

SUBMITTAL DATE:
November 12, 2009

SUBJECT: Amendment No. 2 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 Winchester Road (SR-79) from Thompson Road to Domenigoni Parkway Widening Project.

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 the Winchester Road (SR-79) from Thompson Road to Domenigoni Parkway Widening Project (Amendment 2 - Caltrans Agreement No. 08-1234 A/2).

BACKGROUND: On March 31, 2009 the Board approved Amendment No. 1 to the Cooperative Agreement between the County of Riverside and the State of California Department of Transportation for the preparation of environmental and design documents for

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

☒ Policy ☐ Policy

☐ Consent ☐ Consent

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

Prev. Agn. Ref. 12/14/2004 (3.25)
3/31/2009 (3.45)

District: 3

Agenda Number: 3.116

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

Winchester Road (SR-79) from Thompson to Domenigoni Parkway Widening Project. This amendment extended the expiration of the Agreement which was necessary to allow Caltrans to continue providing oversight on the project report, environmental studies, plans, specification and estimates. The proposed project consists of widening SR-79 from Thompson Road north to Domenigoni Parkway from two to four lanes, for approximately 8 miles.

Since then, the project has been split into two phases to expedite construction. The first phase of construction is currently proposed to be from Scott Road north to Domenigoni Parkway. The second phase is proposed to be from Thompson Road north to Scott Road and complete localized improvements between Scott Road and Domenigoni Parkway. This approach is being proposed since it is anticipated that the right-of-way for Phase 1, which involves 7 acquisitions, can be done ahead of the right-of-way for Phase 2 involving 15 acquisitions. The Phase 1 segment also has greater traffic volumes today and forecast for the future, which warrants its priority. This approach is consistent with the County's practice of expediting incremental improvements on SR-79 which can benefit traffic, rather than delaying portions until the entire project is completed. In order to provide oversight for both phases, Caltrans requires that the current Cooperative Agreement be amended to describe the phased construction. 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. The cost of project oversight and quality assurance will be borne by the State.

The environmental document was circulated for public comment on July 7, 2009 and the County expects final environmental document approval by January 2010. Appraisals have been completed and property acquisition is currently underway. Construction for Phase I is anticipated to begin in the Summer of 2010, depending on the pace of the right-of-way acquisitions. A separate cooperative agreement with Caltrans will be necessary for the construction phase of this project. Construction for Phase 2 will follow as soon as practical based on completion of right-of-way acquisitions. The Transportation Department is continuing to work with RCTC to secure full funding for this project. There are approximately $20 million in Federal funds for this project that will make it possible to deliver these significant improvements, but has added substantially to the delivery schedule in order to comply with Federal requirements.

Project No. B40527

Contract No. 04-11-011 A2
Riverside Co. Transportation

08-Riv-79-PM 8.4/15.8
Widen SR-79 to 4-Lane Highway
EA 46460 (PM 8.4/15.8)
EA 46461 (PM 12.2/15.8)
EA 46462 (PM 8.4/15.1)
District Agreement No. 8-1234 A/2

AMENDMENT NO. 2 TO AGREEMENT NO. 1234

THIS AMENDMENT NO. 2 TO AGREEMENT NO. 8-1234, 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 Agreement 8-1234 on December 14, 2004, said Agreement defining the terms and conditions of improvements consisting of widening SR-79 in Riverside County from Thompson Road to Domenigoni Parkway from two to four lanes, for approximately 12 kilometers (8 miles), referred to herein as "PROJECT."

2. The parties hereto entered into Amendment No. 8-1234 A/1 on April 23, 2009, which extended the termination date from June 30, 2009 to December 31, 2011.

3. It has been determined that in order to complete the Plans, Specifications, and Estimate (PS&E) portion of PROJECT in the shortest amount of time, this PS&E portion of work will be divided into two phases, each with a separate expenditure authorization (EA).

IT IS THEREFORE MUTUALLY AGREED:

1. Under COUNTY AGREES, Section III of Agreement No. 8-1234, the following new Article 21 is hereby added and made a part of the agreement:

   PS&E, phase one, post miles 12.2/15.8, involves widening SR-79 from Scott Road to Domenigoni Parkway and will be performed and charged to EA 46461. PS&E, phase two, post miles 8.4/15.1, involves widening SR-79 from Thompson Road to Scott Road and from Holland Road to 0.1 miles south of Newport Road and will be performed and charged to EA 46462. The PR and ED portion of Project will continue to be performed and charged to EA 46460.

2. All other non-conflicting terms and conditions of Agreement 8-1234 shall remain in full force and effect.

3. This Amendment No. 2 to Agreement is hereby deemed to be part of Agreement No. 8-1234.

SIGNATURES ON FOLLOWING PAGE:

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

WILL KEMPTON
Director

By: _____
RAYMOND W. WOLFE, PhD
District Director

APPROVED AS TO FORM AND
PROCEDURE:

By: _____
Attorney,
Department of Transportation

CERTIFIED AS TO FUNDS:

By: _____
District Budget Manager

CERTIFIED AS TO FINANCIAL
TERMS AND POLICIES:

By: _____
Accounting Administrator

COUNTY OF RIVERSIDE

By: _____
Chairman, Board of Supervisors

Attest: _____
Clerk, Board of Supervisors

APPROVED AS TO FORM AND
PROCEDURE:

By: _____ 11/5/09
County Counsel Marsha L. Victor

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

927A

FROM: TLMA - Transportation Dept.

SUBMITTAL DATE:
November 12, 2009

SUBJECT: Landscaping and Lighting Maintenance District No. 89-1-Consolidated, Annexation of Street Lighting Zone 91 (Glen Avon).

RECOMMENDED MOTION: That the Board adopt the following Resolutions:

Resolution No. 2009-304 a Resolution of the County of Riverside initiating proceedings for the annexation of Street Lighting Zone 91 to Landscaping and Lighting Maintenance District No. 89-1-Consolidated and ordering preparation of the Engineer's Report regarding the proposed annexation of Street Lighting Zone 91.

Resolution No. 2009-305, a Resolution of the County of Riverside declaring its intent to order the annexation of Street Lighting Zone 91 to Landscaping and Lighting Maintenance District No. 89-1-Consolidated of the County of Riverside pursuant to the Landscaping and Lighting Act of

Juan C. Perez
Director of Transportation

JAW:jp

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: Landscaping and Lighting Maintenance District No. 89-1-Consolidated – 100%

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION:

APPROVE
BY: Tina Grande

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
BY: DALE A. GARDNER DATE 10/27/09

Departmental Concurrence

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

Prev. Agn. Ref. | **District:** 2 | **Agenda Number:** 3.117

Form 11 (Rev 07/2007)

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

1972 for the provision of electricity for streetlights; adopting the preliminary engineer's report; giving notice of and setting the time and place of the public hearing on the annexation of Street Lighting Zone 91, ordering a mailed ballot election; and directing notice of the public hearing and ballot be mailed pursuant to Article XIIID of the California Constitution.

BACKGROUND: Adoption of Resolution No. 2009-304 appoints the Director of the Transportation Department as the Engineer to prepare a Report regarding the proposed annexation of Street Lighting Zone 91 to Landscaping and Lighting Maintenance District No. 89-1-Consolidated ("L&LMD No. 89-1-C").

Resolution No. 2009-305 declares the Board's intention of ordering the annexation of Street Lighting Zone 91 to L&LMD No. 89-1-C. Annexation of Street Lighting Zone 91 to L&LMD No. 89-1-C will fund the provision of electricity for streetlights within public right-of-way located northerly of Mission Blvd and easterly and westerly of Amarillo St in the Glen Avon area and includes 2 commercial parcels, totaling 3.89 acre(s).

The proposed budget for fiscal year 2010-11 for Street Lighting Zone 91 is $2,310 that will result in an assessment for fiscal year 2010-11 within Street Lighting Zone 91 of $593.82 per acre. The annual assessment will be adjusted annually by the greater of 2% or the cumulative percentage increase in the CPI-U for "electricity", if any, as it stands as of March of each year over the base index for March of 2009.

Consistent with the Board's direction regarding compliance with Article XIIID of the California Constitution and the Landscaping and Lighting Act of 1972, the attached resolutions have been prepared and a public hearing scheduled for 9:30 a.m. on January 12, 2010 to receive testimony for and against the proposed assessment. Each property owner within the proposed Street Lighting Zone 91 will receive a notice of the public hearing and mail-in ballot, an impartial analysis, a copy of Resolution No. 2009-305, and an information sheet.

Ballots must be returned prior to the conclusion of the public hearing. If, at the time designated for the tabulation of the ballots, the ballots submitted in favor of the annexation and levy of the assessment exceed the ballots submitted in opposition of said annexation and levy, Street Lighting Zone 91 will be annexed to L&LMD No. 89-1-C.

There is only one individual/entity which owns all of the property within the proposed boundaries of Street Lighting Zone 91 and said property owner has executed a "Waiver and Consent Regarding Date of Assessment Ballot Election" allowing for the election and public hearing to be held on January 12, 2010.

Board of Supervisors **County of Riverside**

RESOLUTION NO. 2009-304

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE INITIATING PROCEEDINGS FOR THE ANNEXATION OF STREET LIGHTING ZONE 91 TO LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 89-1-CONSOLIDATED OF THE COUNTY OF RIVERSIDE PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972 AND ORDERING PREPARATION OF ENGINEER'S REPORT REGARDING SAID ANNEXATION

WHEREAS, the Board of Supervisors (hereinafter the "Board of Supervisors") of the County of Riverside (hereinafter the "County") has been advised by the Transportation Department (hereinafter "Department") of the County that said Department has received an application from the owner (the "Applicant") of all the property within the unincorporated area of the County (hereinafter Street Lighting "Zone 91"), as shown and described in Exhibit "A", which is attached hereto and made a part hereof, to be annexed to Landscaping and Lighting Maintenance District No. 89-1-Consolidated (hereinafter "L&LMD No. 89-1-C") of the County of Riverside, State of California, and the Board of Supervisors has determined that it is necessary and desirable to initiate proceedings for the annexation of Street Lighting Zone 91 to L&LMD No. 89-1-C pursuant to the Landscaping and Lighting Act of 1972, Part 2 (commencing with Section 22500) of Division 15 of the Streets and Highways Code (hereinafter, respectively, the "Act" and the "Street and Highways Code"); and

WHEREAS, such proceedings shall comply with the requirements of Article XIIID of the California Constitution and Section 4000 of the Elections Code requiring voter approval of the proposed assessment to be levied by L&LMD No. 89-1-C for Street Lighting Zone 91; and

WHEREAS, the Applicant has executed a "Waiver and Consent Regarding Date of Assessment Ballot Election" allowing for the election to be held on January 12, 2010; and

WHEREAS, the Director of the Department, or his designee, is a licensed and registered civil engineer, has expertise with respect to the annexation of territory to landscaping and lighting maintenance districts and the levying of assessments for said purposes and, therefore, is able to serve

FORM APPROVED COUNTY COUNSEL
PAMELA J. GARDNER DATE 1/27/09

as the engineer (hereinafter the "Engineer") for the County with regard to the annexation of Street Lighting Zone 91 to L&LMD No. 89-1-C.

NOW, THEREFORE, BE IT RESOLVED, FOUND, DETERMINED AND ORDERED by the Board of Supervisors of the County of Riverside assembled in regular session on November 24, 2009 as follows:

Section 1. **Recitals.** The Board of Supervisors hereby finds and determines that all the above recitals are true and correct.

Section 2. **Annexation.** The Board of Supervisors proposes to annex Street Lighting Zone 91 to L&LMD No. 89-1-C and to initiate and conduct proceedings therefore pursuant to the Act for the purpose of levying an annual assessment on all parcels within Street Lighting Zone 91 to pay the costs of the following services:

(a) Providing electricity to all streetlights within the public right-of-way including incidental costs and expenses.

Section 3. **Boundaries and Designation.** The boundaries of Street Lighting Zone 91 that are proposed to be annexed to L&LMD No. 89-1-C shall include all of the property as shown and described in Exhibit "A".

Section 4. **Report.** The Director of the Department of the County, or his designee, is hereby designated Engineer and is ordered to prepare and file a report with the Clerk of the Board of Supervisors in accordance with Sections 22608 and 22585 et. seq. of the Streets and Highways Code and Section 4 of Article XIIID of the California Constitution regarding said annexation and the levy.

Section 5. **Effective Date.** This Resolution shall take effect from and after its date of adoption.

EXHIBIT "A"

DESCRIPTION OF BOUNDARIES

The boundaries of Street Lighting Zone 91 to be annexed into Landscaping and Lighting Maintenance District No. 89-1-Consolidated, of the County of Riverside are coterminous with the boundaries of APN 169-100-048, and 053 as shown on Assessment Roll in the County of Riverside, State of California in Fiscal Year 2010-11.

LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 89-1-CONSOLIDATED

STREET LIGHTING ZONE 91

PORTION OF SECTION 11, T.2., R.6W.

PARCEL MAP NO. 34696 & PLOT PLAN NO. 22456
2 PARCELS

N

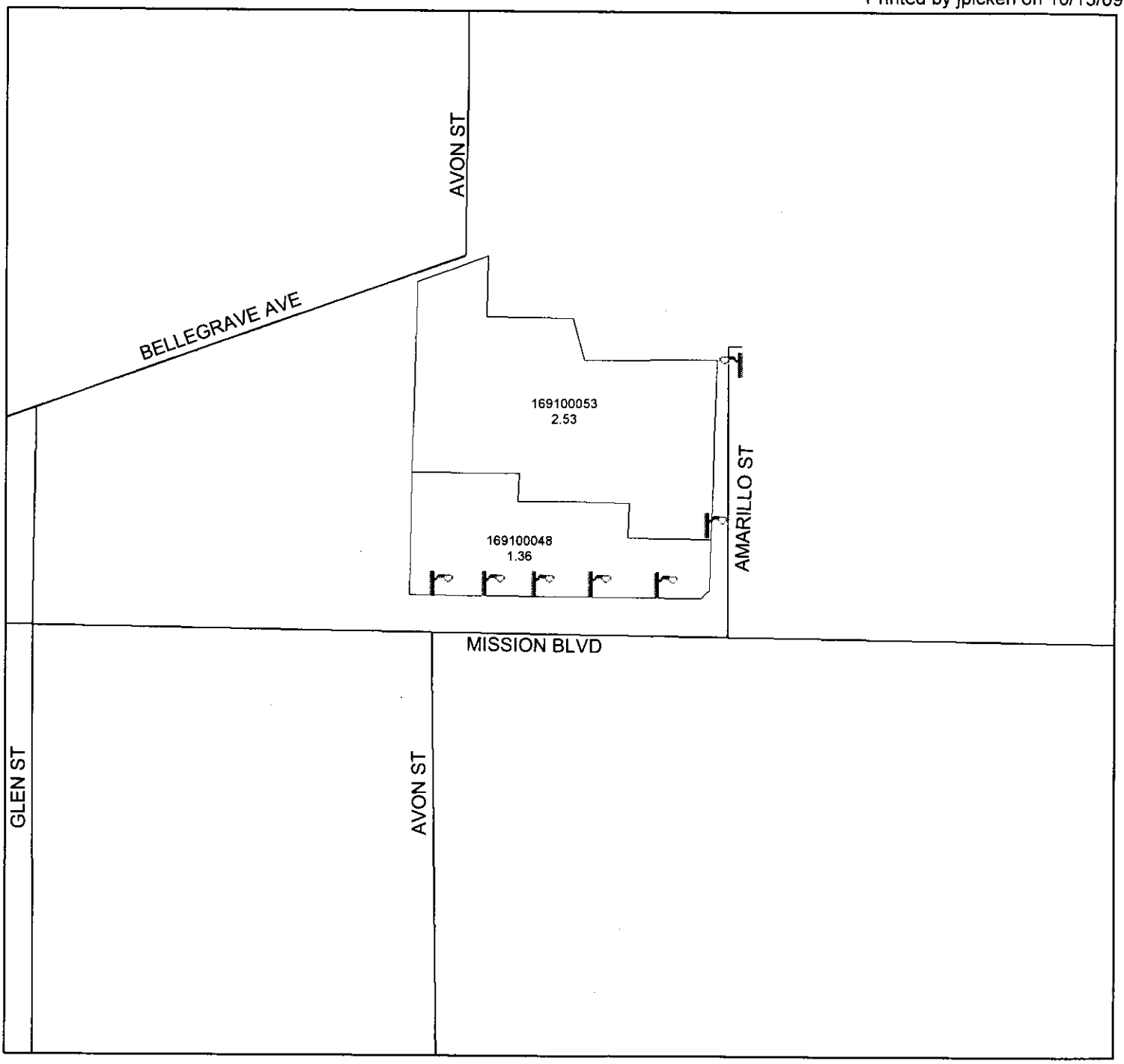
200 100 0 Feet

1 inch = 200 feet

The County of Riverside assumes no warranty or legal responsibility for the information contained on this map. Data and information represented on this map is subject to updates, modifications and may not be complete or appropriate for all purposes. County GIS and other sources should be queried for the most current information. Do not copy or resell this map.

ASSESSMENT DIAGRAM

Printed by jpickeri on 10/13/09



DENOTES MAINTAINED STREETLIGHT

RESOLUTION NO. 2009-305

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE DECLARING ITS INTENT TO ORDER THE ANNEXATION OF STREET LIGHTING ZONE 91 TO LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 89-1-CONSOLIDATED OF THE COUNTY OF RIVERSIDE PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972 FOR THE MAINTENANCE AND SERVICING OF STREETLIGHTS; ADOPTING THE PRELIMINARY ENGINEER'S REPORT; GIVING NOTICE OF AND SETTING THE TIME AND PLACE OF THE PUBLIC HEARING ON THE ANNEXATION OF STREET LIGHTING ZONE 91; ORDERING AN ASSESSMENT PROCEEDING; ORDERING A MAILED BALLOT ELECTION; AND DIRECTING NOTICE OF THE PUBLIC HEARING AND THE ASSESSMENT BALLOT TO BE MAILED PURSUANT TO ARTICLE XIIID OF THE CALIFORNIA CONSTITUTION AND SECTION 4000 OF THE ELECTIONS CODE

WHEREAS, the Board of Supervisors (hereinafter the "Board of Supervisors") of the County of Riverside (hereinafter the "County") has adopted Resolution No. 2009-304 on November 24, 2009 initiating proceedings for the annexation of Street Lighting Zone 91 (hereinafter "Street Lighting Zone 91"), as described and shown in Exhibit "A", which is attached hereto and incorporated herein, to Landscaping and Lighting Maintenance District No.89-1-Consolidated of the County of Riverside, State of California, (hereinafter "L&LMD No. 89-1-C") pursuant to the Landscaping and Lighting Act of 1972 (hereinafter the "Act"), which is Part 2 (commencing with Section 22500) of Division 15 of the Streets and Highways Code (hereinafter the "Street and Highways Code"), and ordering the preparation of a report (hereinafter the "Report") regarding the proposed annexation of Street Lighting Zone 91 and the assessments to be levied within Street Lighting Zone 91 each fiscal year beginning fiscal year 2010-11 for providing electricity for streetlights within the public right-of-way within said Zone; and

WHEREAS, such proceedings shall comply with the requirements of Article XIIID of the California Constitution (hereinafter "Article XIIID:"), the Act, and Section 4000 of the Elections Code requiring voter approval of the proposed assessment to be levied by L&LMD No. 89-1-C for Street Lighting Zone 91; and

WHEREAS, the Board of Supervisors by Resolution No. 2009-304 directed the Director of the Transportation Department, or his designee (hereinafter the "Engineer"), to prepare and file the Report

APPROVED COUNTY COUNSEL
DATE 10/27/09
ORDINER

with the Clerk of the Board of Supervisors in accordance with Sections 22608 and 22585 et. seq. of the Street and Highways Code and Section 4 of Article XIIID; and

WHEREAS, said Engineer has filed the Report with the Clerk of the Board of Supervisors and the Report has been presented to and considered by the Board of Supervisors; and

WHEREAS, the sole owner of property within the proposed boundaries of Street Lighting Zone 91 as the applicant (the "Applicant") for these proceedings has executed a "Waiver and Consent Regarding Date of Assessment Ballot Election" allowing for the election to be held on January 12, 2010; and

WHEREAS, it is necessary that the Board of Supervisors adopt a resolution of intention pursuant to Section 22624 of the Streets and Highways Code, which fixes and gives notice, pursuant to Section 22626 of the Streets and Highways Code, of the time and place of a public hearing on said Report, the annexation of Street Lighting Zone 91, and the assessments to be levied on parcels within Street Lighting Zone 91 beginning in fiscal year 2010-11;

NOW, THEREFORE, BE IT RESOLVED, FOUND, DETERMINED AND ORDERED by the Board of Supervisors in regular session assembled on November 24, 2009 as follows:

Section 1. **Findings.** The Board of Supervisors, after reviewing the Report, finds that:

(a) The foregoing recitals are true and correct;

(b) The Report contains all matters required by Sections 22565 through 22574 of the Streets and Highways Code and Section 4 of Article XIIID and may, therefore, be approved by the Board of Supervisors;

(c) The annual assessment for fiscal year 2010-11 on all parcels within Street Lighting Zone 91 proposed to be annexed to L&LMD No. 89-1-C will be $593.82 per acre.

Section 2. **Intent.** The Board of Supervisors hereby declares its intention to order the annexation of Street Lighting Zone 91, as described and shown in Exhibit "A", to L&LMD No. 89-1-C, and to levy and collect an annual assessment on all assessable lots and parcels of property within Street Lighting Zone 91 commencing with the fiscal year 2010-11 as set forth in the Report. The Report

expressly states that there are no parcels or lots within Street Lighting Zone 91 that are owned by a federal, state or other local governmental agency that will benefit from the services to be financed by the annual assessments. The annual assessments will be collected at the same time and in the same manner as property taxes are collected, and all laws providing for the collection and enforcement of property taxes shall apply to the collection and enforcement of said assessments.

Section 3. **Boundaries.** All the property within boundaries of Street Lighting Zone 91 is proposed to be annexed into L&LMD No. 89-1-C and shall include that property in the unincorporated area of the County as described and shown in Exhibit "A".

Section 4. **Description of Services to be Provided.** The service authorized for Street Lighting Zone 91 of L&LMD No. 89-1-C is the provision of electricity to all streetlights within the public right-of-way including incidental costs and expenses.

Section 5. **Amount to be Levied.** The assessment to be levied upon each parcel that benefits from the annexation of Street Lighting Zone 91 of L&LMD No. 89-1-C will be $593.82 per acre for fiscal year 2010-11. As stated in the Report, the total budget for Street Lighting Zone 91 for the fiscal year 2010-11 is $2,310; there are 2 parcel(s) that are to be assessed that aggregate to 3.89 acre(s). The annual assessment will be increased by the greater of two percent (2.0%) or the cumulative percentage increase, if any, in the Consumer Price Index for all Urban Consumers for "electricity" ("CPI-U") for the Los Angeles-Riverside-Orange County California Standard Metropolitan Statistical area ("Index") published by the Bureau of Labor Statistics of the United States Department of Labor. The annual CPI-U adjustment will be based on the cumulative increase, if any, in the Index as it stands on March of each year over the base Index for March of 2009. Any increase larger than the greater of 2.0% or the CPI-U annual adjustment requires a majority approval of all the property owners within Street Lighting Zone 91. The Board of Supervisors will levy the assessment in each subsequent fiscal year until the Board of Supervisors undertakes proceedings for the dissolution of Street Lighting Zone 91 of L&LMD No. 89-1-C. The annual assessment will fund the services described in Section 4 of

this Resolution. For further particulars, reference is to be made to the Report on file in the Office of the Clerk of the Board of Supervisors.

Section 6. **The Property to be Annexed.** The property to be annexed into L&LMD No. 89-1-C is Street Lighting Zone 91. The boundaries of Street Lighting Zone 91 are located within the unincorporated area of the County and are described and shown in the Report and Exhibit "A".

Section 7. **Report.** The Report, which is on file with the Clerk of the Board of Supervisors and which has been presented to the Board of Supervisors, is hereby approved. Reference is made to the Report for a full and detailed description of the services, the boundaries of Street Lighting Zone 91, and the annual assessment to be levied upon assessable lots and parcels within Street Lighting Zone 91 proposed to be annexed to L&LMD No. 89-1-C.

Section 8. **Public Hearing.** The question of whether Street Lighting Zone 91 shall be annexed into L&LMD No. 89-1-C and an annual assessment levied beginning with fiscal year 2010-11 shall be considered at a public hearing (hereinafter the "Public Hearing") to be held on January 12, 2010, at 9:30 a.m. at the meeting room of the Board of Supervisors of the County at 4080 Lemon Street, 1st Floor, Riverside, California.

Section 9. **Majority Protest.** Each owner of record of property within Street Lighting Zone 91 is to receive by mail an assessment ballot that shall conform to the requirements of Section 4 of Article XIIID and Section 4000 of the California Elections Code. The assessment ballots are to be returned prior to the Public Hearing. L&LMD No. 89-1-C shall not impose assessments on property within the boundaries of Street Lighting Zone 91 if there is a majority protest with regard to the annexation of Street Lighting Zone 91. A majority protest exists if, upon the conclusion of the Public Hearing, the tabulation of the assessment ballots submitted in opposition to the annexation and assessment of Street Lighting Zone 91 exceeds the assessment ballots in favor of the annexation and assessment of Street Lighting Zone 91.

Section 10. **Information.** Any property owner desiring additional information regarding Street Lighting Zone 91 of L&LMD No. 89-1-C, the Report, or the proposed assessment is to contact

Ms. Judy A. Watterlond, Technical Engineering Unit Supervisor, Transportation Department of the County of Riverside, 4080 Lemon Street, 8th Floor, Riverside, California, 92501 or by telephone at (951) 955-6829.

Section 11. **Notice of the Public Hearing.** Notice of Public Hearing with regard to the annexation of Street Lighting Zone 91 to L&LMD No. 89-1-C shall be given consistent with Section 22626 of the Streets and Highways Code and Section 4 of Article XIIID. The Clerk of the Board of Supervisors shall give notice of the Public Hearing by causing a certified copy of this Resolution to be published once in an appropriate newspaper at least ten (10) days prior to the date of the Public Hearing that is January 12, 2010. Publication of this Resolution is to be effected by the Clerk of the Board of Supervisors. Notice shall also be given by mailing first-class, postage prepaid, those notices, as prepared by County Counsel, assessment ballot and information sheets as required by Section 4 of Article XIIID and Section 4000 of the California Elections Code to all owners of record of property within Street Lighting Zone 91 as shown on the last equalized assessment roll of the County. Mailing is to be made by the Engineer and deposited with the U. S. Post Office at least forty-five (45) days prior to the Public Hearing on January 12, 2010.

Section 12. **Effective Date.** This Resolution shall take effect from and after its date of adoption.

EXHIBIT "A"

DESCRIPTION OF BOUNDARIES

The boundaries of Street Lighting Zone 91 to be annexed into Landscaping and Lighting Maintenance District No. 89-1-Consolidated, of the County of Riverside are coterminous with the boundaries of APN 169-100-048, and 053 as shown on Assessment Roll in the County of Riverside, State of California in Fiscal Year 2010-11.

LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 89-1-CONSOLIDATED

STREET LIGHTING ZONE 91

PORTION OF SECTION 11, T.2., R.6W.

PARCEL MAP NO. 34696 & PLOT PLAN NO. 22456
2 PARCELS

N

200 100 0 Feet

1 inch = 200 feet

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ASSESSMENT DIAGRAM

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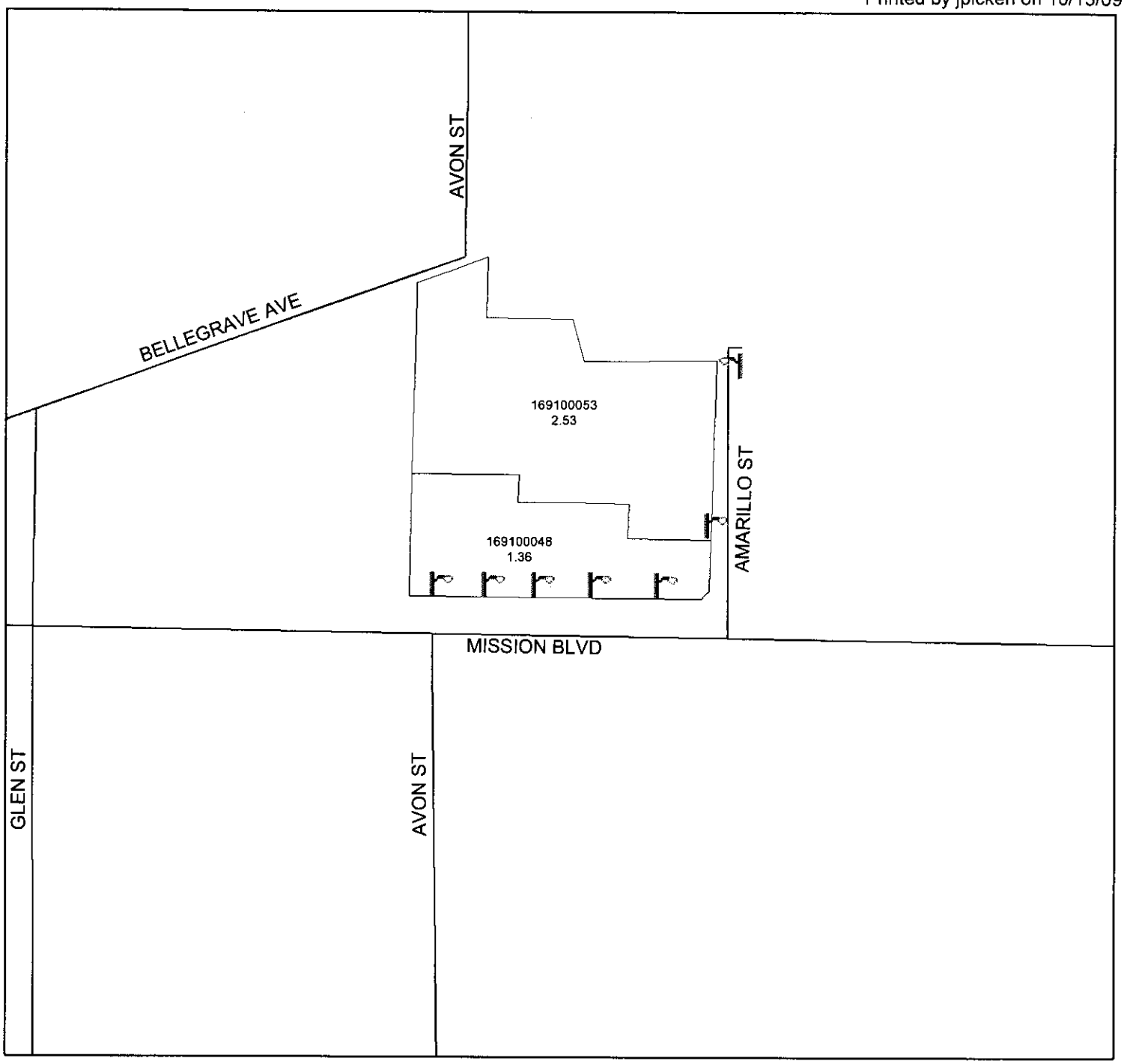

DENOTES MAINTAINED STREETLIGHT

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA 9.28A

FROM: TLMA - Transportation Dept.

SUBMITTAL DATE:
November 12, 2009

SUBJECT: Landscaping and Lighting Maintenance District No. 89-1-Consolidated, Annexation of Street Lighting Zone 97 (Mead Valley).

RECOMMENDED MOTION: That the Board adopt the following Resolutions:

Resolution No. 2009-306 a Resolution of the County of Riverside initiating proceedings for the annexation of Street Lighting Zone 97 to Landscaping and Lighting Maintenance District No. 89-1-Consolidated and ordering preparation of the Engineer's Report regarding the proposed annexation of Street Lighting Zone 97.

Resolution No. 2009-307, a Resolution of the County of Riverside declaring its intent to order the annexation of Street Lighting Zone 97 to Landscaping and Lighting Maintenance District No. 89-1-Consolidated of the County of Riverside pursuant to the Landscaping and Lighting Act of

Juan C. Perez
Director of Transportation

JAW:jp

FORM APPROVED COUNTY COUNSEL
BY: DALE A. GARDNER DATE 10/27/09

Departmental Concurrence

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: Landscaping and Lighting Maintenance District No. 89-1-Consolidated – 100%

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. | **District:** 1 | **Agenda Number:** 3.118

Form 11 (Rev 07/2007)

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

1972 for the provision of electricity for streetlights; adopting the preliminary engineer's report; giving notice of and setting the time and place of the public hearing on the annexation of Street Lighting Zone 97, ordering a mailed ballot election; and directing notice of the public hearing and ballot be mailed pursuant to Article XIIID of the California Constitution.

BACKGROUND: Adoption of Resolution No. 2009-306 appoints the Director of the Transportation Department as the Engineer to prepare a Report regarding the proposed annexation of Street Lighting Zone 97 to Landscaping and Lighting Maintenance District No. 89-1-Consolidated ("L&LMD No. 89-1-C").

Resolution No. 2009-307 declares the Board's intention of ordering the annexation of Street Lighting Zone 97 to L&LMD No. 89-1-C. Annexation of Street Lighting Zone 97 to L&LMD No. 89-1-C will fund the provision of electricity for streetlights within public right-of-way located northerly of Cajalco Rd in the Mead Valley area and includes 3 commercial parcels, totaling 1.79 acre(s).

The proposed budget for fiscal year 2010-11 for Street Lighting Zone 97 is $330 that will result in an assessment for fiscal year 2010-11 within Street Lighting Zone 97 of $184.36 per acre. The annual assessment will be adjusted annually by the greater of 2% or the cumulative percentage increase in the CPI-U for "electricity", if any, as it stands as of March of each year over the base index for March of 2009.

Consistent with the Board's direction regarding compliance with Article XIIID of the California Constitution and the Landscaping and Lighting Act of 1972, the attached resolutions have been prepared and a public hearing scheduled for 9:30 a.m. on January 12, 2010 to receive testimony for and against the proposed assessment. Each property owner within the proposed Street Lighting Zone 97 will receive a notice of the public hearing and mail-in ballot, an impartial analysis, a copy of Resolution No. 2009-307, and an information sheet.

Ballots must be returned prior to the conclusion of the public hearing. If, at the time designated for the tabulation of the ballots, the ballots submitted in favor of the annexation and levy of the assessment exceed the ballots submitted in opposition of said annexation and levy, Street Lighting Zone 97 will be annexed to L&LMD No. 89-1-C.

The individuasl/entities which own all of the property within the proposed boundaries of Street Lighting Zone 97 have executed a "Waiver and Consent Regarding Date of Assessment Ballot Election" allowing for the election and public hearing to be held on January 12, 2010.

Board of Supervisors **County of Riverside**

RESOLUTION NO. 2009-306

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE INITIATING PROCEEDINGS FOR THE ANNEXATION OF STREET LIGHTING ZONE 97 TO LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 89-1-CONSOLIDATED OF THE COUNTY OF RIVERSIDE PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972 AND ORDERING PREPARATION OF ENGINEER'S REPORT REGARDING SAID ANNEXATION

WHEREAS, the Board of Supervisors (hereinafter the "Board of Supervisors") of the County of Riverside (hereinafter the "County") has been advised by the Transportation Department (hereinafter "Department") of the County that said Department has received an application from the owner (the "Applicant") of all the property within the unincorporated area of the County (hereinafter Street Lighting "Zone 97"), as shown and described in Exhibit "A", which is attached hereto and made a part hereof, to be annexed to Landscaping and Lighting Maintenance District No. 89-1-Consolidated (hereinafter "L&LMD No. 89-1-C") of the County of Riverside, State of California, and the Board of Supervisors has determined that it is necessary and desirable to initiate proceedings for the annexation of Street Lighting Zone 97 to L&LMD No. 89-1-C pursuant to the Landscaping and Lighting Act of 1972, Part 2 (commencing with Section 22500) of Division 15 of the Streets and Highways Code (hereinafter, respectively, the "Act" and the "Street and Highways Code"); and

WHEREAS, such proceedings shall comply with the requirements of Article XIIID of the California Constitution and Section 4000 of the Elections Code requiring voter approval of the proposed assessment to be levied by L&LMD No. 89-1-C for Street Lighting Zone 97; and

WHEREAS, the Applicants have executed a "Waiver and Consent Regarding Date of Assessment Ballot Election" allowing for the election to be held on January 12, 2010; and

WHEREAS, the Director of the Department, or his designee, is a licensed and registered civil engineer, has expertise with respect to the annexation of territory to landscaping and lighting maintenance districts and the levying of assessments for said purposes and, therefore, is able to serve

FORM APPROVED COUNTY COUNSEL
BY [signature] DATE 12/17/09
SARA A. GARDNER

as the engineer (hereinafter the "Engineer") for the County with regard to the annexation of Street Lighting Zone 97 to L&LMD No. 89-1-C.

NOW, THEREFORE, BE IT RESOLVED, FOUND, DETERMINED AND ORDERED by the Board of Supervisors of the County of Riverside assembled in regular session on November 24, 2009 as follows:

Section 1. **Recitals.** The Board of Supervisors hereby finds and determines that all the above recitals are true and correct.

Section 2. **Annexation.** The Board of Supervisors proposes to annex Street Lighting Zone 97 to L&LMD No. 89-1-C and to initiate and conduct proceedings therefore pursuant to the Act for the purpose of levying an annual assessment on all parcels within Street Lighting Zone 97 to pay the costs of the following services:

(a) Providing electricity to all streetlights within the public right-of-way including incidental costs and expenses.

Section 3. **Boundaries and Designation.** The boundaries of Street Lighting Zone 97 that are proposed to be annexed to L&LMD No. 89-1-C shall include all of the property as shown and described in Exhibit "A".

Section 4. **Report.** The Director of the Department of the County, or his designee, is hereby designated Engineer and is ordered to prepare and file a report with the Clerk of the Board of Supervisors in accordance with Sections 22608 and 22585 et. seq. of the Streets and Highways Code and Section 4 of Article XIIID of the California Constitution regarding said annexation and the levy.

Section 5. **Effective Date.** This Resolution shall take effect from and after its date of adoption.

EXHIBIT "A"

DESCRIPTION OF BOUNDARIES

The boundaries of Street Lighting Zone 97 to be annexed into Landscaping and Lighting Maintenance District No. 89-1-Consolidated, of the County of Riverside are coterminous with the boundaries of APN 317-110-008 through 010 as shown on Assessment Roll in the County of Riverside, State of California in Fiscal Year 2010-11.

LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 89-1-CONSOLIDATED

STREET LIGHTING ZONE 97

PORTION OF SECTION 12, T.4S., R.4W.

CASE NO. CONDITIONAL USE PERMIT NO. 03477 - 3 PARCELS

N

200 100 0 Feet

1 inch = 200 feet

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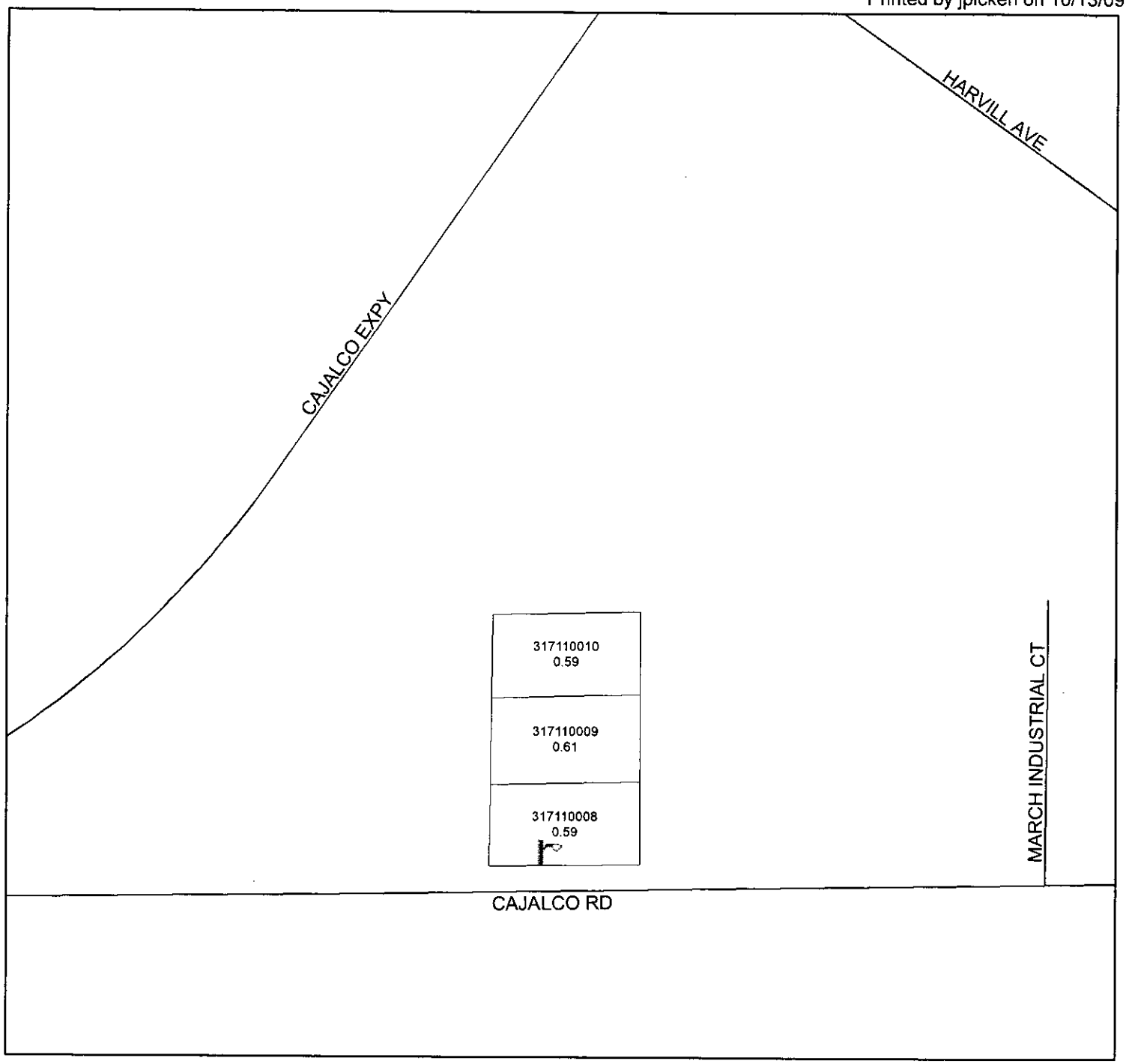
ASSESSMENT DIAGRAM



DENOTES MAINTAINED STREETLIGHT

Board of Supervisors **County of Riverside**

RESOLUTION NO. 2009-307

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE DECLARING ITS INTENT TO ORDER THE ANNEXATION OF STREET LIGHTING ZONE 97 TO LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 89-1-CONSOLIDATED OF THE COUNTY OF RIVERSIDE PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972 FOR THE MAINTENANCE AND SERVICING OF STREETLIGHTS; ADOPTING THE PRELIMINARY ENGINEER'S REPORT; GIVING NOTICE OF AND SETTING THE TIME AND PLACE OF THE PUBLIC HEARING ON THE ANNEXATION OF STREET LIGHTING ZONE 97; ORDERING AN ASSESSMENT PROCEEDING; ORDERING A MAILED BALLOT ELECTION; AND DIRECTING NOTICE OF THE PUBLIC HEARING AND THE ASSESSMENT BALLOT TO BE MAILED PURSUANT TO ARTICLE XIIID OF THE CALIFORNIA CONSTITUTION AND SECTION 4000 OF THE ELECTIONS CODE

WHEREAS, the Board of Supervisors (hereinafter the "Board of Supervisors") of the County of Riverside (hereinafter the "County") has adopted Resolution No. 2009-306 on November 24, 2009 initiating proceedings for the annexation of Street Lighting Zone 97 (hereinafter "Street Lighting Zone 97"), as described and shown in Exhibit "A", which is attached hereto and incorporated herein, to Landscaping and Lighting Maintenance District No.89-1-Consolidated of the County of Riverside, State of California, (hereinafter "L&LMD No. 89-1-C") pursuant to the Landscaping and Lighting Act of 1972 (hereinafter the "Act"), which is Part 2 (commencing with Section 22500) of Division 15 of the Streets and Highways Code (hereinafter the "Street and Highways Code"), and ordering the preparation of a report (hereinafter the "Report") regarding the proposed annexation of Street Lighting Zone 97 and the assessments to be levied within Street Lighting Zone 97 each fiscal year beginning fiscal year 2010-11 for providing electricity for streetlights within the public right-of-way within said Zone; and

WHEREAS, such proceedings shall comply with the requirements of Article XIIID of the California Constitution (hereinafter "Article XIIID:"), the Act, and Section 4000 of the Elections Code requiring voter approval of the proposed assessment to be levied by L&LMD No. 89-1-C for Street Lighting Zone 97; and

WHEREAS, the Board of Supervisors by Resolution No. 2009-306 directed the Director of the Transportation Department, or his designee (hereinafter the "Engineer"), to prepare and file the Report

FORM APPROVED COUNTY COUNSEL
BY [signature] DATE 10/27/09
KAREN A. GARDNER

with the Clerk of the Board of Supervisors in accordance with Sections 22608 and 22585 et. seq. of the Street and Highways Code and Section 4 of Article XIIID; and

WHEREAS, said Engineer has filed the Report with the Clerk of the Board of Supervisors and the Report has been presented to and considered by the Board of Supervisors; and

WHEREAS, the sole owner of property within the proposed boundaries of Street Lighting Zone 97 as the applicant (the "Applicant") for these proceedings has executed a "Waiver and Consent Regarding Date of Assessment Ballot Election" allowing for the election to be held on January 12, 2010; and

WHEREAS, it is necessary that the Board of Supervisors adopt a resolution of intention pursuant to Section 22624 of the Streets and Highways Code, which fixes and gives notice, pursuant to Section 22626 of the Streets and Highways Code, of the time and place of a public hearing on said Report, the annexation of Street Lighting Zone 97, and the assessments to be levied on parcels within Street Lighting Zone 97 beginning in fiscal year 2010-11;

NOW, THEREFORE, BE IT RESOLVED, FOUND, DETERMINED AND ORDERED by the Board of Supervisors in regular session assembled on November 24, 2009 as follows:

Section 1. **Findings.** The Board of Supervisors, after reviewing the Report, finds that:

(a) The foregoing recitals are true and correct;

(b) The Report contains all matters required by Sections 22565 through 22574 of the Streets and Highways Code and Section 4 of Article XIIID and may, therefore, be approved by the Board of Supervisors;

(c) The annual assessment for fiscal year 2010-11 on all parcels within Street Lighting Zone 97 proposed to be annexed to L&LMD No. 89-1-C will be $184.36 per acre.

Section 2. **Intent.** The Board of Supervisors hereby declares its intention to order the annexation of Street Lighting Zone 97, as described and shown in Exhibit "A", to L&LMD No. 89-1-C, and to levy and collect an annual assessment on all assessable lots and parcels of property within Street Lighting Zone 97 commencing with the fiscal year 2010-11 as set forth in the Report. The Report

expressly states that there are no parcels or lots within Street Lighting Zone 97 that are owned by a federal, state or other local governmental agency that will benefit from the services to be financed by the annual assessments. The annual assessments will be collected at the same time and in the same manner as property taxes are collected, and all laws providing for the collection and enforcement of property taxes shall apply to the collection and enforcement of said assessments.

Section 3. **Boundaries.** All the property within boundaries of Street Lighting Zone 97 is proposed to be annexed into L&LMD No. 89-1-C and shall include that property in the unincorporated area of the County as described and shown in Exhibit "A".

Section 4. **Description of Services to be Provided.** The service authorized for Street Lighting Zone 97 of L&LMD No. 89-1-C is the provision of electricity to all streetlights within the public right-of-way including incidental costs and expenses.

Section 5. **Amount to be Levied.** The assessment to be levied upon each parcel that benefits from the annexation of Street Lighting Zone 97 of L&LMD No. 89-1-C will be $184.36 per acre for fiscal year 2010-11. As stated in the Report, the total budget for Street Lighting Zone 97 for the fiscal year 2010-11 is $330; there are 3 parcel(s) that are to be assessed that aggregate to 1.79 acre(s). The annual assessment will be increased by the greater of two percent (2.0%) or the cumulative percentage increase, if any, in the Consumer Price Index for all Urban Consumers for "electricity" ("CPI-U") for the Los Angeles-Riverside-Orange County California Standard Metropolitan Statistical area ("Index") published by the Bureau of Labor Statistics of the United States Department of Labor. The annual CPI-U adjustment will be based on the cumulative increase, if any, in the Index as it stands on March of each year over the base Index for March of 2009. Any increase larger than the greater of 2.0% or the CPI-U annual adjustment requires a majority approval of all the property owners within Street Lighting Zone 97. The Board of Supervisors will levy the assessment in each subsequent fiscal year until the Board of Supervisors undertakes proceedings for the dissolution of Street Lighting Zone 97 of L&LMD No. 89-1-C. The annual assessment will fund the services described in Section 4 of

this Resolution. For further particulars, reference is to be made to the Report on file in the Office of the Clerk of the Board of Supervisors.

Section 6. **The Property to be Annexed.** The property to be annexed into L&LMD No. 89-1-C is Street Lighting Zone 97. The boundaries of Street Lighting Zone 97 are located within the unincorporated area of the County and are described and shown in the Report and Exhibit "A".

Section 7. **Report.** The Report, which is on file with the Clerk of the Board of Supervisors and which has been presented to the Board of Supervisors, is hereby approved. Reference is made to the Report for a full and detailed description of the services, the boundaries of Street Lighting Zone 97, and the annual assessment to be levied upon assessable lots and parcels within Street Lighting Zone 97 proposed to be annexed to L&LMD No. 89-1-C.

Section 8. **Public Hearing.** The question of whether Street Lighting Zone 97 shall be annexed into L&LMD No. 89-1-C and an annual assessment levied beginning with fiscal year 2010-11 shall be considered at a public hearing (hereinafter the "Public Hearing") to be held on January 12, 2010, at 9:30 a.m. at the meeting room of the Board of Supervisors of the County at 4080 Lemon Street, 1st Floor, Riverside, California.

Section 9. **Majority Protest.** Each owner of record of property within Street Lighting Zone 97 is to receive by mail an assessment ballot that shall conform to the requirements of Section 4 of Article XIIID and Section 4000 of the California Elections Code. The assessment ballots are to be returned prior to the Public Hearing. L&LMD No. 89-1-C shall not impose assessments on property within the boundaries of Street Lighting Zone 97 if there is a majority protest with regard to the annexation of Street Lighting Zone 97. A majority protest exists if, upon the conclusion of the Public Hearing, the tabulation of the assessment ballots submitted in opposition to the annexation and assessment of Street Lighting Zone 97 exceeds the assessment ballots in favor of the annexation and assessment of Street Lighting Zone 97.

Section 10. **Information.** Any property owner desiring additional information regarding Street Lighting Zone 97 of L&LMD No. 89-1-C, the Report, or the proposed assessment is to contact

Ms. Judy A. Watterlond, Technical Engineering Unit Supervisor, Transportation Department of the County of Riverside, 4080 Lemon Street, 8th Floor, Riverside, California, 92501 or by telephone at (951) 955-6829.

Section 11. **Notice of the Public Hearing.** Notice of Public Hearing with regard to the annexation of Street Lighting Zone 97 to L&LMD No. 89-1-C shall be given consistent with Section 22626 of the Streets and Highways Code and Section 4 of Article XIIID. The Clerk of the Board of Supervisors shall give notice of the Public Hearing by causing a certified copy of this Resolution to be published once in an appropriate newspaper at least ten (10) days prior to the date of the Public Hearing that is January 12, 2010. Publication of this Resolution is to be effected by the Clerk of the Board of Supervisors. Notice shall also be given by mailing first-class, postage prepaid, those notices, as prepared by County Counsel, assessment ballot and information sheets as required by Section 4 of Article XIIID and Section 4000 of the California Elections Code to all owners of record of property within Street Lighting Zone 97 as shown on the last equalized assessment roll of the County. Mailing is to be made by the Engineer and deposited with the U. S. Post Office at least forty-five (45) days prior to the Public Hearing on January 12, 2010.

Section 12. **Effective Date.** This Resolution shall take effect from and after its date of adoption.

EXHIBIT "A"

DESCRIPTION OF BOUNDARIES

The boundaries of Street Lighting Zone 97 to be annexed into Landscaping and Lighting Maintenance District No. 89-1-Consolidated, of the County of Riverside are coterminous with the boundaries of APN 317-110-008 through 010 as shown on Assessment Roll in the County of Riverside, State of California in Fiscal Year 2010-11.

LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 89-1-CONSOLIDATED

STREET LIGHTING ZONE 97

PORTION OF SECTION 12, T.4S., R.4W.

CASE NO. CONDITIONAL USE PERMIT NO. 03477 - 3 PARCELS

N

200 100 0 Feet

1 inch = 200 feet

ASSESSMENT DIAGRAM

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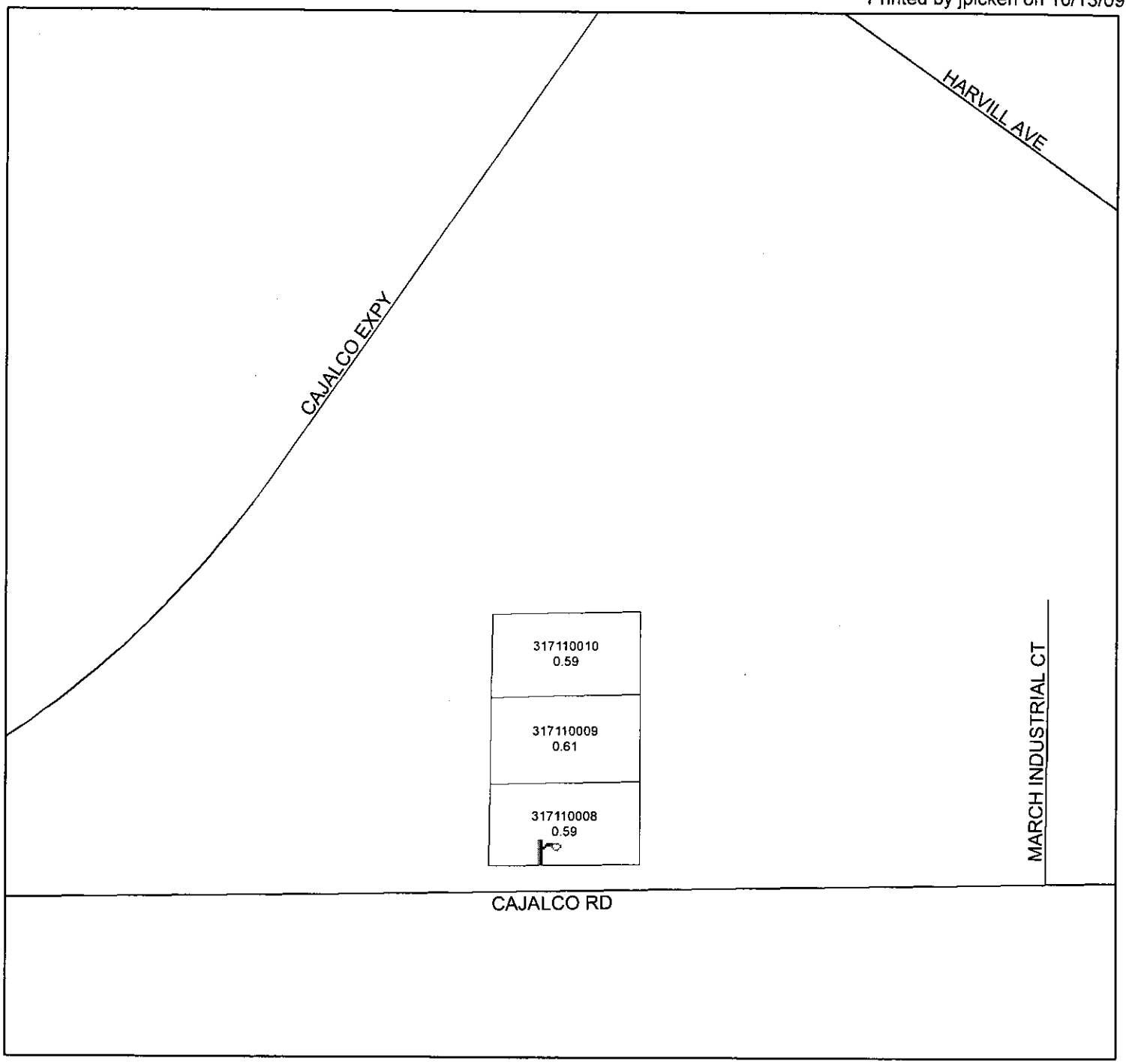

DENOTES MAINTAINED STREETLIGHT

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

929A

FROM: TLMA - Transportation Dept.

SUBMITTAL DATE:
November 12, 2009

SUBJECT: Landscaping and Lighting Maintenance District No. 89-1-Consolidated, Annexation of Zone 126 (Mira Loma).

RECOMMENDED MOTION: That the Board adopt the following Resolutions:

Resolution No. 2009-130 a Resolution of the County of Riverside initiating proceedings for the annexation of Zone 126 to Landscaping and Lighting Maintenance District No. 89-1-Consolidated and ordering preparation of the Engineer's Report regarding the proposed annexation of Zone 126.

Resolution No. 2009-131, a Resolution of the County of Riverside declaring its intent to order the annexation of Zone 126 to Landscaping and Lighting Maintenance District No. 89-1-Consolidated of the County of Riverside pursuant to the Landscaping and Lighting Act of

Juan C. Perez
Director of Transportation

JAW:jp

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: Landscaping and Lighting Maintenance District No. 89-1-Consolidated – 100%

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION:

APPROVE
BY Tina Grande

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
BY DALE A. GARDNER DATE 10/27/09

Departmental Concurrence

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

Prev. Agn. Ref. | **District:** 2 | **Agenda Number:** 3.119

Form 11 (Rev 07/2007)

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

1972 for the maintenance and servicing of fossil filters; adopting the preliminary engineer's report; giving notice of and setting the time and place of the public hearing on the annexation of Zone 126, ordering a mailed ballot election; and directing notice of the public hearing and ballot be mailed pursuant to Article XIIID of the California Constitution.

BACKGROUND: Adoption of Resolution No. 2009-130 appoints the Director of the Transportation Department as the Engineer to prepare a Report regarding the proposed annexation of Zone 126 to Landscaping and Lighting Maintenance District No. 89-1-Consolidated ("L&LMD No. 89-1-C").

Resolution No. 2009-131 declares the Board's intention of ordering the annexation of Zone 126 to L&LMD No. 89-1-C. Annexation of Zone 126 to L&LMD No. 89-1-C will fund the maintenance and servicing of fossil filters within public right-of-way located northerly of Harrel St in the Mira Loma area and includes 4 commercial parcels, totaling 130.53 acre(s).

The proposed budget for fiscal year 2010-11 for Zone 126 is $1,116 that will result in an assessment for fiscal year 2010-11 within Zone 126 of $8.52 per acre. The annual assessment will be adjusted annually by the greater of 2% or the cumulative percentage increase in the CPI-U, if any, as it stands as of March of each year over the base index for March of 2009.

Consistent with the Board's direction regarding compliance with Article XIIID of the California Constitution and the Landscaping and Lighting Act of 1972, the attached resolutions have been prepared and a public hearing scheduled for 9:30 a.m. on January 12, 2010 to receive testimony for and against the proposed assessment. Each property owner within the proposed Zone 126 will receive a notice of the public hearing and mail-in ballot, an impartial analysis, a copy of Resolution No. 2009-131, and an information sheet.

Ballots must be returned prior to the conclusion of the public hearing. If, at the time designated for the tabulation of the ballots, the ballots submitted in favor of the annexation and levy of the assessment exceed the ballots submitted in opposition of said annexation and levy, Zone 126 will be annexed to L&LMD No. 89-1-C.

There is only one individual/entity which owns all of the property within the proposed boundaries of Zone 126 and said property owner has executed a "Waiver and Consent Regarding Date of Assessment Ballot Election" allowing for the election and public hearing to be held on January 12, 2010.

Board of Supervisors **County of Riverside**

RESOLUTION NO. 2009-130

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE INITIATING PROCEEDINGS FOR THE ANNEXATION OF ZONE 126 TO LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 89-1-CONSOLIDATED OF THE COUNTY OF RIVERSIDE PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972 AND ORDERING PREPARATION OF ENGINEER'S REPORT REGARDING SAID ANNEXATION

WHEREAS, the Board of Supervisors (hereinafter the "Board of Supervisors") of the County of Riverside (hereinafter the "County") has been advised by the Transportation Department (hereinafter "Department") of the County that said Department has received an application from the owner (the "Applicant") of all the property within the unincorporated area of the County (hereinafter "Zone 126"), as shown and described in Exhibit "A", which is attached hereto and made a part hereof, to be annexed to Landscaping and Lighting Maintenance District No. 89-1-Consolidated (hereinafter "L&LMD No. 89-1-C") of the County of Riverside, State of California, and the Board of Supervisors has determined that it is necessary and desirable to initiate proceedings for the annexation of Zone 126 to L&LMD No. 89-1-C pursuant to the Landscaping and Lighting Act of 1972, Part 2 (commencing with Section 22500) of Division 15 of the Streets and Highways Code (hereinafter, respectively, the "Act" and the "Street and Highways Code"); and

WHEREAS, such proceedings shall comply with the requirements of Article XIIID of the California Constitution and Section 4000 of the Elections Code requiring voter approval of the proposed assessment to be levied by L&LMD No. 89-1-C for Zone 126; and

WHEREAS, the Applicant has executed a "Waiver and Consent Regarding Date of Assessment Ballot Election" allowing for the election to be held on January 12, 2010; and

WHEREAS, the Director of the Department, or his designee, is a licensed and registered civil engineer, has expertise with respect to the annexation of territory to landscaping and lighting maintenance districts and the levying of assessments for said purposes and, therefore, is able to serve

FORM APPROVED COUNTY COUNSEL
BY: PAMELA A. GARDNER DATE 10/22/09

as the engineer (hereinafter the "Engineer") for the County with regard to the annexation of Zone 126 to L&LMD No. 89-1-C.

NOW, THEREFORE, BE IT RESOLVED, FOUND, DETERMINED AND ORDERED by the Board of Supervisors of the County of Riverside assembled in regular session on November 24, 2009 as follows:

Section 1. **Recitals.** The Board of Supervisors hereby finds and determines that all the above recitals are true and correct.

Section 2. **Annexation.** The Board of Supervisors proposes to annex Zone 126 to L&LMD No. 89-1-C and to initiate and conduct proceedings therefore pursuant to the Act for the purpose of levying an annual assessment on all parcels within Zone 126 to pay the costs of the following services:

(a) The maintenance and servicing of fossil filters within the public right-of-way including the removal of petroleum hydrocarbons and other pollutants from water runoff.

Section 3. **Boundaries and Designation.** The boundaries of Zone 126 that are proposed to be annexed to L&LMD No. 89-1-C shall include all of the property as shown and described in Exhibit "A".

Section 4. **Report.** The Director of the Department of the County, or his designee, is hereby designated Engineer and is ordered to prepare and file a report with the Clerk of the Board of Supervisors in accordance with Sections 22608 and 22585 et. seq. of the Streets and Highways Code and Section 4 of Article XIIID of the California Constitution regarding said annexation and the levy.

Section 5. **Effective Date.** This Resolution shall take effect from and after its date of adoption.

EXHIBIT "A"

DESCRIPTION OF BOUNDARIES

The boundaries of Zone 126 to be annexed into Landscaping and Lighting Maintenance District No. 89-1-Consolidated, of the County of Riverside are coterminous with the boundaries of APN 156-080-002, 016, 031, and 032 as shown on Assessment Roll in the County of Riverside, State of California in Fiscal Year 2010-11.

LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 89-1-CONSOLIDATED

ZONE 126

PORTION OF SECTION 8, T.2S., R.6W.

PLOT PLAN NO. 14420R1 - 4 PARCELS

N

490 245 0 Feet

1 inch = 500 feet

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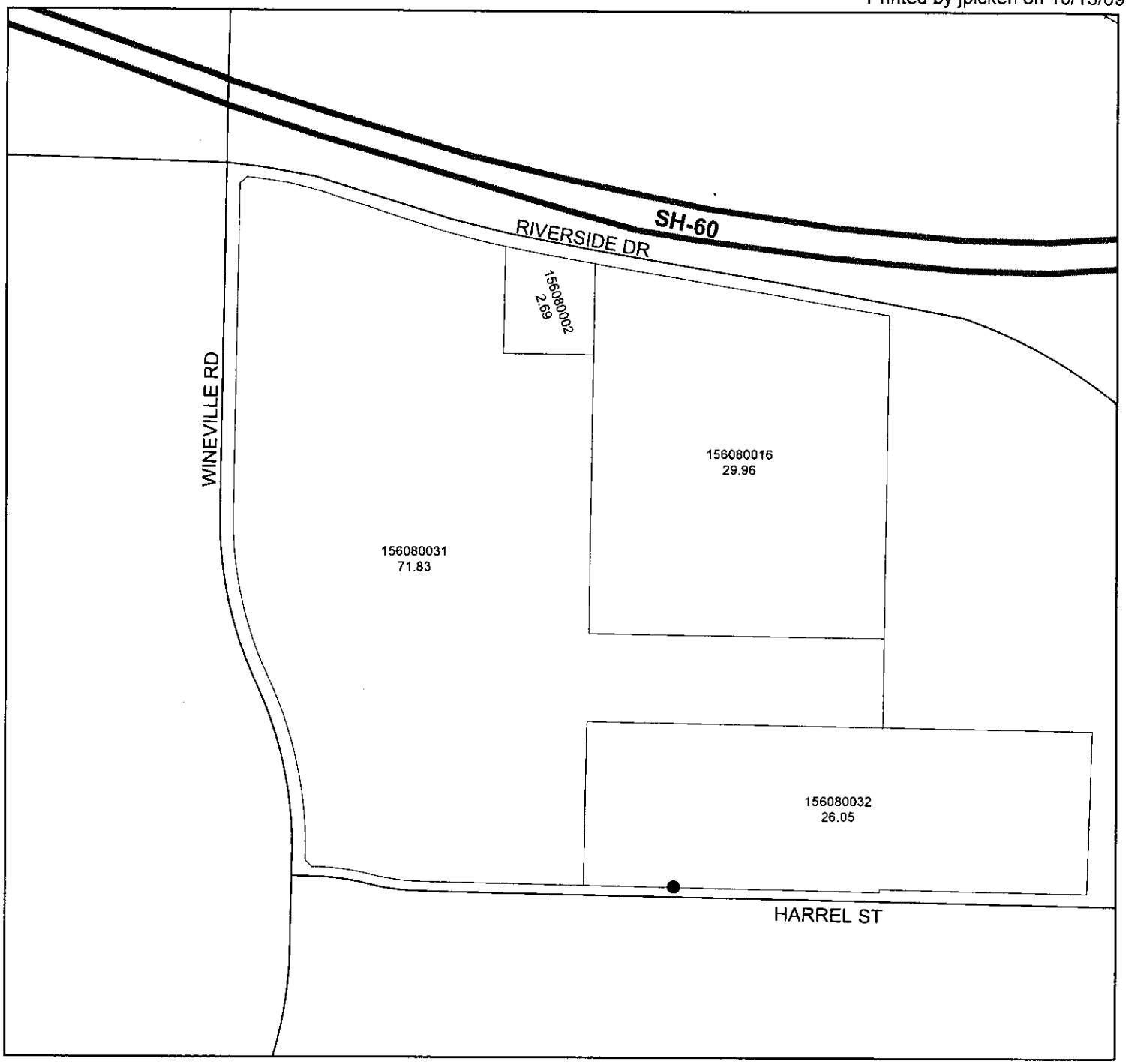
ASSESSMENT DIAGRAM



● DENOTES MAINTAINED FOSSIL FILTER

Board of Supervisors **County of Riverside**

RESOLUTION NO. 2009-131

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE DECLARING ITS INTENT TO ORDER THE ANNEXATION OF ZONE 126 TO LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 89-1-CONSOLIDATED OF THE COUNTY OF RIVERSIDE PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972 FOR THE MAINTENANCE AND SERVICING OF FOSSIL FILTERS; ADOPTING THE PRELIMINARY ENGINEER'S REPORT; GIVING NOTICE OF AND SETTING THE TIME AND PLACE OF THE PUBLIC HEARING ON THE ANNEXATION OF ZONE 126; ORDERING AN ASSESSMENT PROCEEDING; ORDERING A MAILED BALLOT ELECTION; AND DIRECTING NOTICE OF THE PUBLIC HEARING AND THE ASSESSMENT BALLOT TO BE MAILED PURSUANT TO ARTICLE XIIID OF THE CALIFORNIA CONSTITUTION AND SECTION 4000 OF THE ELECTIONS CODE

WHEREAS, the Board of Supervisors (hereinafter the "Board of Supervisors") of the County of Riverside (hereinafter the "County") has adopted Resolution No. 2009-130 on November 24, 2009 initiating proceedings for the annexation of Zone 126 (hereinafter "Zone 126"), as described and shown in Exhibit "A", which is attached hereto and incorporated herein, to Landscaping and Lighting Maintenance District No. 89-1-Consolidated of the County of Riverside, State of California, (hereinafter "L&LMD No. 89-1-C") pursuant to the Landscaping and Lighting Act of 1972 (hereinafter the "Act"), which is Part 2 (commencing with Section 22500) of Division 15 of the Streets and Highways Code (hereinafter the "Street and Highways Code"), and ordering the preparation of a report (hereinafter the "Report") regarding the proposed annexation of Zone 126 and the assessments to be levied within Zone 126 each fiscal year beginning fiscal year 2010-11 for the the maintenance and servicing of fossil filters within the public right-of-way within said Zone; and

WHEREAS, such proceedings shall comply with the requirements of Article XIIID of the California Constitution (hereinafter "Article XIIID:"), the Act, and Section 4000 of the Elections Code requiring voter approval of the proposed assessment to be levied by L&LMD No. 89-1-C for Zone 126; and

WHEREAS, the Board of Supervisors by Resolution No. 2009-130 directed the Director of the Transportation Department, or his designee (hereinafter the "Engineer"), to prepare and file the Report

FORM APPROVED COUNTY COUNSEL
BY SYNTHIA GARDNER DATE 10/22/09

with the Clerk of the Board of Supervisors in accordance with Sections 22608 and 22585 et. seq. of the Street and Highways Code and Section 4 of Article XIIID; and

WHEREAS, said Engineer has filed the Report with the Clerk of the Board of Supervisors and the Report has been presented to and considered by the Board of Supervisors; and

WHEREAS, the Applicant has executed a "Waiver and Consent Regarding Date of Assessment Ballot Election" allowing for the election to be held on January 12, 2010; and

WHEREAS, it is necessary that the Board of Supervisors adopt a resolution of intention pursuant to Section 22624 of the Streets and Highways Code, which fixes and gives notice, pursuant to Section 22626 of the Streets and Highways Code, of the time and place of a public hearing on said Report, the annexation of Zone 126, and the assessments to be levied on parcels within Zone 126 beginning in fiscal year 2010-11;

NOW, THEREFORE, BE IT RESOLVED, FOUND, DETERMINED AND ORDERED by the Board of Supervisors in regular session assembled on November 24, 2009 as follows:

Section 1. **Findings.** The Board of Supervisors, after reviewing the Report, finds that:

(a) The foregoing recitals are true and correct;

(b) The Report contains all matters required by Sections 22565 through 22574 of the Streets and Highways Code and Section 4 of Article XIIID and may, therefore, be approved by the Board of Supervisors;

(c) The annual assessment for fiscal year 2010-11 on all parcels within Zone 126 proposed to be annexed to L&LMD No. 89-1-C will be $8.52 per acre.

Section 2. **Intent.** The Board of Supervisors hereby declares its intention to order the annexation of Zone 126, as described and shown in Exhibit "A", to L&LMD No. 89-1-C, and to levy and collect an annual assessment on all assessable lots and parcels of property within Zone 126 commencing with the fiscal year 2010-11 as set forth in the Report. The Report expressly states that there are no parcels or lots within Zone 126 that are owned by a federal, state or other local governmental agency that will benefit from the services to be financed by the annual assessments. The

annual assessments will be collected at the same time and in the same manner as property taxes are collected, and all laws providing for the collection and enforcement of property taxes shall apply to the collection and enforcement of said assessments.

Section 3. **Boundaries.** All the property within boundaries of Zone 126 is proposed to be annexed into L&LMD No. 89-1-C and shall include that property in the unincorporated area of the County as described and shown in Exhibit "A".

Section 4. **Description of Services to be Provided.** The maintenance and servicing of fossil filters authorized for Zone 126 of L&LMD No. 89-1-C are:

(a) The maintenance and servicing of fossil filters within the public right-of-way including the removal of petroleum hydrocarbons and other pollutants from water runoff.

Section 5. **Amount to be Levied.** The assessment to be levied upon each parcel that benefits from the annexation of Zone 126 of L&LMD No. 89-1-C will be $8.52 per acre for fiscal year 2010-11. As stated in the Report, the total budget for Zone 126 for the fiscal year 2010-11 is $1,116; there are 4 parcels that are to be assessed that aggregate to 130.53 acres. The annual assessment will be increased by the greater of two percent (2.0%) or the cumulative percentage increase, if any, in the Consumer Price Index for all Urban Consumers ("CPI-U") for the Los Angeles-Riverside-Orange County California Standard Metropolitan Statistical area ("Index") published by the Bureau of Labor Statistics of the United States Department of Labor. The annual CPI-U adjustment will be based on the cumulative increase, if any, in the Index as it stands on March of each year over the base Index for March of 2009. Any increase larger than the greater of 2.0% or the CPI-U annual adjustment requires a majority approval of all the property owners within Zone 126. The Board of Supervisors will levy the assessment in each subsequent fiscal year until the Board of Supervisors undertakes proceedings for the dissolution of Zone 126 of L&LMD No. 89-1-C. The annual assessment will fund the services described in Section 4 of this Resolution. For further particulars, reference is to be made to the Report on file in the Office of the Clerk of the Board of Supervisors.

Section 6. **The Property to be Annexed.** The property to be annexed into L&LMD No. 89-1-C is Zone 126. The boundaries of Zone 126 are located within the unincorporated area of the County and are described and shown in the Report and Exhibit "A".

Section 7. **Report.** The Report, which is on file with the Clerk of the Board of Supervisors and which has been presented to the Board of Supervisors, is hereby approved. Reference is made to the Report for a full and detailed description of the services, the boundaries of Zone 126, and the annual assessment to be levied upon assessable lots and parcels within Zone 126 proposed to be annexed to L&LMD No. 89-1-C.

Section 8. **Public Hearing.** The question of whether Zone 126 shall be annexed into L&LMD No. 89-1-C and an annual assessment levied beginning with fiscal year 2010-11 shall be considered at a public hearing (hereinafter the "Public Hearing") to be held on January 12, 2010, at 9:30 a.m. at the meeting room of the Board of Supervisors of the County at 4080 Lemon Street, 1st Floor, Riverside, California.

Section 9. **Majority Protest.** Each owner of record of property within Zone 126 is to receive by mail an assessment ballot that shall conform to the requirements of Section 4 of Article XIIID and Section 4000 of the California Elections Code. The assessment ballots are to be returned prior to the Public Hearing. L&LMD No. 89-1-C shall not impose assessments on property within the boundaries of Zone 126 if there is a majority protest with regard to the annexation of Zone 126. A majority protest exists if, upon the conclusion of the Public Hearing, the tabulation of the assessment ballots submitted in opposition to the annexation and assessment of Zone 126 exceeds the assessment ballots in favor of the annexation and assessment of Zone 126.

Section 10. **Information.** Any property owner desiring additional information regarding Zone 126 of L&LMD No. 89-1-C, the Report, or the proposed assessment is to contact Ms. Judy A. Watterlond, Technical Engineering Unit Supervisor, Transportation Department of the County of Riverside, 4080 Lemon Street, 8th Floor, Riverside, California, 92501 or by telephone at (951) 955-6829.

Section 11. **Notice of the Public Hearing.** Notice of Public Hearing with regard to the annexation of Zone 126 to L&LMD No. 89-1-C shall be given consistent with Section 22626 of the Streets and Highways Code and Section 4 of Article XIIID. The Clerk of the Board of Supervisors shall give notice of the Public Hearing by causing a certified copy of this Resolution to be published once in an appropriate newspaper at least ten (10) days prior to the date of the Public Hearing that is January 12, 2010. Publication of this Resolution is to be effected by the Clerk of the Board of Supervisors. Notice shall also be given by mailing first-class, postage prepaid, those notices, as prepared by County Counsel, assessment ballot and information sheets as required by Section 4 of Article XIIID and Section 4000 of the California Elections Code to all owners of record of property within Zone 126 as shown on the last equalized assessment roll of the County. Mailing is to be made by the Engineer and deposited with the U. S. Post Office at least forty-five (45) days prior to the Public Hearing on January 12, 2010.

Section 12. **Effective Date.** This Resolution shall take effect from and after its date of adoption.

EXHIBIT "A"

DESCRIPTION OF BOUNDARIES

The boundaries of Zone 126 to be annexed into Landscaping and Lighting Maintenance District No. 89-1-Consolidated, of the County of Riverside are coterminous with the boundaries of APN 156-080-002, 016, 031, and 032 as shown on Assessment Roll in the County of Riverside, State of California in Fiscal Year 2010-11.

LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 89-1-CONSOLIDATED

ZONE 126

PORTION OF SECTION 8, T.2S., R.6W.

PLOT PLAN NO. 14420R1 - 4 PARCELS

N

490 245 0 Feet

1 inch = 500 feet

The County of Riverside assumes no warranty or legal responsibility for the information contained on this map. Data and information represented on this map is subject to updates, modifications and may not be complete or appropriate for all purposes. County GIS and other sources should be queried for the most current information. Do not copy or resell this map.

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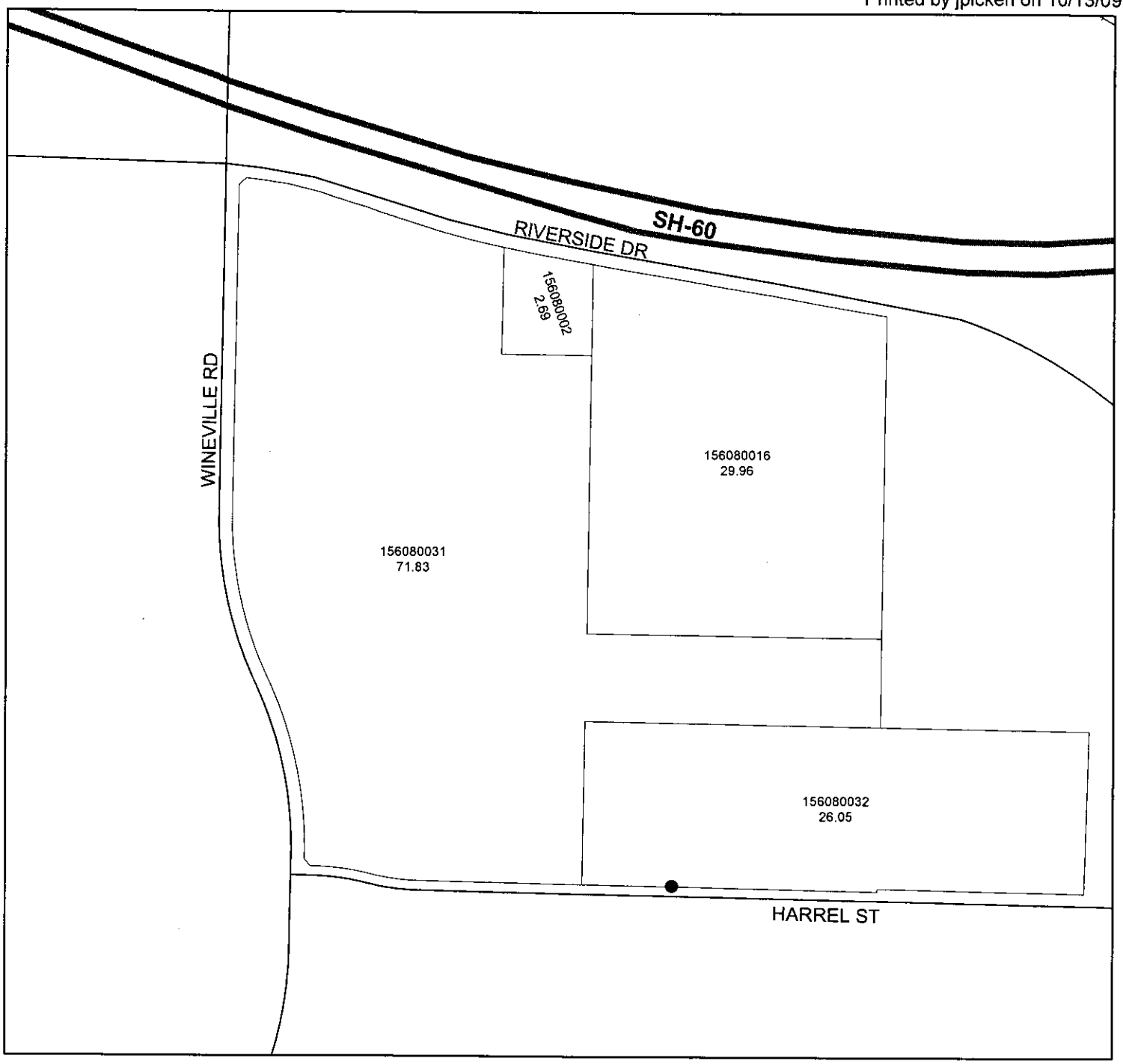
ASSESSMENT DIAGRAM



● DENOTES MAINTAINED FOSSIL FILTER

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.** 3.12

FORM 11 (Rev. 1/00)

847A

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

FROM: TLMA - Transportation Department

SUBMITTAL DATE: October 15, 2009

SUBJECT: Approval of the Transportation Department's Annual Equipment Usage and Shop Rates for FY 2009/2010

RECOMMENDED MOTION: That the Board of Supervisors approve the annual equipment usage and shop rates as specified in the Attachment "A" for the Transportation Department to bill for FY 2009/2010 Garage/Fleet related services.

BACKGROUND: The Transportation Department charges equipment usage and shop rates to its internal fleet, in order to fully recover costs incurred in support of its Garage/Fleet related services. These rates were calculated using a methodology similar to that which is used and accepted by Caltrans. The rate methodology utilized has been reviewed by the Auditor-Controller's Office. Rate changes from FY 08/09 for individual pieces of equipment fluctuate based on their usage patterns, but overall, the trend is toward a decrease in operating and maintenance costs as we have been able to gradually modernize our fleet over the years.

RC/sa

Juan C. Perez
Director of Transportation

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: Equipment rental revenue from various sources (Gas Tax, Measure A, Deposit Based Fees and others)

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION:

APPROVE

BY: Tina Grande

County Executive Office Signature

FISCAL PROCEDURES APPROVED
ROBERT E. BYRD, AUDITOR-CONTROLLER
By: Russell Dorunski

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

Prev. Agn. Ref. | **District:** All | **Agenda Number:** 3.120

Form 11 (Rev 07/2007)

ATTACHMENT "A"

FY 2009/10 Rates	FY 09/10 Proposed	FY 08/09 Adopted
Shop Rate:		
Combined Labor Rate per Each Productive Hour	$ 63.17	$ 62.47
Equipment Usage Rates (per productive hours):		
Survey Mini PU	$ 16.62	$ 24.00
Pickups-3/4T	$ 20.32	$ 34.61
Light Trucks	$ 27.10	$ 34.63
Medium Dumps	$ 31.36	$ 42.51
Med Dmps w/Attach	$ 74.61	$ 114.54
Graders	$ 44.52	$ 45.94
Heavy Truck	$ 32.13	$ 40.48
Medium Crawler	$ 134.62	$ 54.81
Heavy Crawler	$ 81.73	$ 65.84
Wheel Tractor	$ 20.98	$ 29.04
Extra Heavy Crawler	$ 79.92	$ 77.00
Medium Loader	$ 40.73	$ 75.26
Heavy Loader	$ 44.26	$ 46.56
Tractor W/Mower	$ 69.21	$ 93.13
Chip Spreader	$ 66.06	$ 60.54
Street Sweeper	$ 69.89	$ 98.77
Self Loading Scraper	$ 121.77	$ 192.06
Heavy Mixer	$ 231.92	$ 136.46
Elevating Scraper	$ 153.48	$ 69.50
Extra Heavy Loader	$ 41.51	$ 47.35
Heavy Dumps	$ 45.82	$ 48.21
Screen Plant	$ 79.84	$ 93.93
Gradall Excavator	$ 48.19	$ 41.00
Truck Transport	$ 38.79	$ 46.72
Roller (Self propelled)	$ 25.23	$ 100.49
Aerial Platform Truck	$ 35.33	$ 39.36
Brush Chipper	$ 12.77	$ 27.63

FY 2009/10 Rates	FY 09/10 Proposed	FY 08/09 Adopted
Asphalt Reclaimer	$ 219.97	$ 319.02
Signal Aerial Lift Truck	$ 83.66	$ 51.04
Striping Unit	$ 46.67	$ 62.64
Curb Builder	$ 38.75	$ 58.42
Concrete Saw	$ 26.20	$ 23.50
Deflectometer	$ 86.94	
Drill Rig	$ 17.51	$ 18.37
Paving Machine	$ 121.71	$ 105.06
Patch Truck	$ 29.99	$ 41.38
Stump Cutter	$ 41.45	$ 35.02
Dura-Patchers	$ 65.20	$ 283.26
Stencil Trucks	$ 28.32	$ 39.20
Survey Truck	$ 52.41	$ 70.04
Thermal Applicator	$ 51.56	
Vac Truck	$ 69.61	$ 95.00
Water Truck	$ 38.65	$ 52.31
Pup Trailer	$ 31.03	$ 63.83
Roller (Pulled)	$ 15.65	$ 29.08
Rotary Sweepers	$ 78.89	$ 68.29
Patch Spraying Rig	$ 8.10	$ 29.02
Small Compressor	$ 37.77	$ 29.08
Cement Mixer	$ 41.16	$ 16.13
Tiltbed Trailer	$ 39.78	$ 58.18
Lowbed Trailer	$ 18.97	$ 42.60

953

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

FROM: Transportation Department

SUBMITTAL DATE:
November 10, 2009

SUBJECT: Outdoor Advertising Display Acquisition and Relocation Agreement for the State Highway 60 and Valley Way Interchange Project

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached Outdoor Advertising Display Acquisition and Relocation Agreement between the County and Lamar Central Outdoor, LLC regarding the outdoor advertising displays (Display(s)) which occupy a portion of Assessor's Parcel Number 174-150-012 and authorize the Chairman of the Board to execute on behalf of the County; and

2. Authorize the undersigned Director of the Transportation Department, or his designee, to execute any other documents and administer all actions to complete this transaction; and

BACKGROUND: (Commences on Page 2)

Juan C. Perez, Director
Transportation Department

FORM APPROVED COUNTY COUNSEL
BY: SYNTHIA M. GUNZEL DATE 11-13-09
Deputy Chief Counsel

FINANCIAL DATA	**Current F.Y. Total Cost:**	$ 356,000	**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: Federal Congestion Mitigation and Air Quality (CMAQ) Funds 43% and Measure A (western) Funds 57%. W.O. B0-0491			**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 — Dep't Recomm.:
☒ Policy ☐ Consent — Per Exec. Ofc.:

Prev. Agn. Ref.: | **District:** 2 | **Agenda Number:** 3.121

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

RECOMMENDED MOTION: (Continued)

3. That the Board of Supervisors find the approval of this Agreement is exempt from CEQA pursuant to CEQA Guidelines Section 15302. CEQA Guidelines Section 15302 is a categorical exemption for the replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced; and

4. Further, that the Board of Supervisors direct the Transportation Department to file the Notice of Exemption with the County Clerk for filing and posting; and

5. Authorize and allocate the sum of $301,000 for the removed display located on a portion of Assessor's Parcel Number 174-150-012; and

6. Authorize and allocate the sum of an amount not to exceed $25,000 for relocation of the relocated display located on a portion of Assessor's Parcel Number 174-150-012; and

7. Authorize and allocate $5,000 per month or the sum of an amount not to exceed $30,000 for loss rent during the relocation process of the relocated display located on a portion of Assessor's Parcel Number 174-150-012.

BACKGROUND:

The County of Riverside Transportation Department (County) plans to replace the eastbound Valley Way on/off-ramp on State Highway 60. The County plans to construct a hook ramp which will feed exiting and entering traffic through a signalized intersection at Mission Boulevard/Byrne Road, approximately 200 yards westerly of the Valley Way and Mission Boulevard intersection (Road Project).

On May 10, 2005, the State of California Department of Transportation (Caltrans) determined that the Project was categorically exempt from the California Environmental Quality Act (CEQA) and the National Environmental Protection Agency (NEPA) and issued a categorical exemption.

The County has negotiated the acquisition of one of the Displays located on a portion of Assessor's Parcel Number 174-150-012 from Lamar Central Outdoor, LLC, a Delaware limited liability corporation (Lamar) for $301,000.

The same parcel is improved with a second Display. It was determined that the second Display can be relocated on another part of the property. The cost to relocate the second Display is $25,000. In addition, an amount of $5,000 per month for six months or the sum of an amount not to exceed $30,000 for loss rent during the relocation process of the second Display will be paid to Lamar.

This Form 11 has been reviewed and approved by County Counsel as to legal form.

FINANCIAL DATA:

The following summarizes the funding that will be necessary for the acquisition of Removed Display and relocation costs and loss of revenue associated with the Relocated Display located on Assessor's Parcel Number 174-150-012:

Purchase Price for Removed Display	$301,000
Relocation Costs for Relocated Display	$ 25,000
Loss of Rent for Relocated Display	$ 30,000
Total Estimated Billboard Purchase:	$356,000

All costs associated with the Display acquisition and relocation is fully funded in the Transportation Department's budget for FY 09/10. Thus, no net county cost will be incurred as a result of this transaction.

The construction of the Project is expected to be fully funded by multiple sources. The County competed for Federal Economic Stimulus funds under the American Recovery and Reinvestment Act for this project and was successful in obtaining $4,482,000. The Project will create construction jobs, and vastly improve traffic operations and safety at this congested interchange.

Contract No. 09-11-003
Riverside Co. Transportation

OUTDOOR ADVERTISING DISPLAY ACQUISITION AND RELOCATION AGREEMENT

This Outdoor Advertising Display Acquisition and Relocation Agreement ("Agreement") is made and entered into as of _____, _____, by and between, the County of Riverside, a political subdivision of the State of California, ("County"), and Lamar Central Outdoor, LLC, a Delaware limited liability company ("Lamar"). Hereafter County and Lamar are sometimes referred to as "Party" or collectively as "Parties."

This Agreement is made for the following purposes and with respect to the following facts, which the County and Lamar agree to be true and correct:

RECITALS

A. The County has undertaken a project to construct improvements on the State Route 60 at the Valley Way Interchange ("Project Area") entitled SR 60/Valley Way Interchange Improvements Project located in the unincorporated area of Riverside County.

B. The Redevelopment Agency for the County of Riverside ("Agency") is the owner of that certain real property located within the Project Area in the County of Riverside, State of California, commonly known as Assessor's parcel number ("APN") 174-150-012, depicted in Exhibit "A" ("Property"), attached hereto and by this reference incorporated herein.

C. Lamar owns and operates two (2) outdoor advertising displays within the County of Riverside and within the Project Area of County (each a "Display" and collectively the "Displays"), on Agency's Property, as further depicted on Exhibit "A".

D. County desires to facilitate the permanent removal of one Display ("Display #3341") and relocation of the other Display ("Display #3342) from their current locations in order to construct the SR 60 / Valley Way Interchange Improvements, thereby improving traffic and circulation within this portion of the County.

E. The County of Riverside, on behalf of the Transportation Department, is acquiring Display #3341 and providing just compensation to Lamar for the costs identified herein associated with the removal of the Displays and relocation of Display #3342.

F. Lamar desires to relocate one existing Display(s) currently located in the planned public right-of-way to another location on Agency's Property which is outside the planned public right-of-way.

G. All the real property ownership rights of the Agency pertaining to Agency granting permission to Lamar to relocate its Display on another location within Agency's Property and Lamar's occupation of the Property is addressed in separate agreements.

H. Agency and Lamar intend to enter into that certain Outdoor Advertising Display Relocation Agreement ("Relocation Agreement") on or around the same time as this Agreement

will be executed to memorialize the terms and conditions upon which Lamar will have the right to relocate and reconstruct the Display #3342.

I. The California Outdoor Advertising Act, Business and Professions Code, Section 5412, encourages local entities and display owners to enter into relocation agreements which allow local entities to continue development in a planned manner without expenditure of public funds while allowing the continued maintenance of private investment and a medium of public communications.

J. The California Outdoor Advertising Act specifically empowers, and encourages, local agencies to enter into relocation agreements on whatever terms are agreeable to the County and display owners and to adopt ordinances and resolutions providing for relocation of displays.

K. Riverside County Ordinance No. 348 ("Ordinance No. 348"), Section 19.3 empowers County to enter into an outdoor advertising display relocation agreement with an outdoor advertising display owner for an existing outdoor advertising display is being relocated when the following two conditions are present: (1) the original location of the outdoor advertising display is within a contemplated public right-of-way and (2) the outdoor advertising display complied with all applicable County ordinances and regulations in effect at the time it was erected.

L. In consideration of the removal and relocation of the Displays, County desires to compensate Lamar in an amount acceptable to both Parties.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

AGREEMENT

1. Existing Displays:

a. **County's Acknowledgment:** The County acknowledges that the Existing Displays as depicted in Exhibit "A" are located within a contemplated public right-of-way.

b. **Display's Legal Status:** Lamar represents and warrants that the Displays complied with all applicable State laws and County ordinances and regulations in effect at the time they were erected.

2. Removal of Display:

a. The terms and conditions pertaining to the removal of the Displays are consistent with and further addressed in the Relocation Agreement between the Agency and Lamar.

b. Lamar shall completely remove the existing Display currently located on the western portion of parcel APN 174-150-012 (the "Removed Display" or "Display #3341", as depicted in Exhibit "B", attached hereto and by this reference incorporated herein) no later than December 11, 2009. Complete removal shall include concrete footings, electrical facilities,

including power poles and underground services, and leave the site in a condition that is comparable to existing or better.

c. If the Displays are not removed on or before December 11, 2009, the County shall have the right to remove the Displays and Lamar shall have the obligation to reimburse the County for the total cost of removal of the Displays.

3. Relocation of Displays:

a. **Display Relocation:** Lamar desires to relocate one existing Display to a location on Agency's Property more specifically described and depicted in Exhibit "C" attached hereto and by this reference incorporated herein, (the "Relocated Display" or "Display #3342"). Lamar shall remove Display #3342 no later than December 11, 2009.

b. **Processing of Permit Applications:** Within one hundred and twenty (120) days of the approval of this Agreement, Lamar shall submit an outdoor advertising display permit application(s) to the Planning Department of the County of Riverside for the development of the Display #3342 (the "Permit Applications"). The Permit Applications shall be consistent with the requirements of Section 19.3 of Ordinance No. 348. Lamar acknowledges that, in addition to sign permits, Lamar must obtain building permits from County prior to construction and installation of a Display #3342. The County shall timely process the Permit Applications as well as the applications for any permits necessary for the development of the Display #3342.

c. The terms and conditions pertaining to the relocation of Display #3342 are consistent with and further addressed in the Relocation Agreement between the Agency and Lamar.

4. Compensation:

a. **Just Compensation:** The Parties acknowledge that Lamar possesses a valuable property interest in the Displays and Lamar shall be entitled to monetary compensation from County for Lamar's agreement to remove Display #3341 as described in Section 2 and to relocate Display #3342 as described in Section 3.a. County shall pay to Lamar the amount of Three Hundred and One Thousand Dollars ($301,000) in accordance with the Statement of Just Compensation prepared by Overland Pacific & Cutler, Inc. on behalf of the County, attached hereto as Exhibit "D", attached hereto and by this reference incorporated herein, within sixty (60) days of removal of the Displays.

b. **Loss of Revenue:** To allow Lamar sufficient time to prepare and the County to process the Permit Applications, County shall pay to Lamar a monthly payment of Five Thousand Dollars ($5,000), representing earnings lost during the relocation process not to exceed a total of Thirty Thousand Dollars ($30,000). County shall make one such payment for each one month period beginning the day after Lamar removes the Display #3342 for a total of six (6) months. Compensation for any portion of a month shall be compensated on a pro rata basis.

c. **Costs and Fees:** In addition to the consideration provided for in Sections 4 above, the County shall provide compensation for costs and fees pertaining to processing and issuing permits for the Display #3342, including but not limited to outdoor advertising display

permit application(s) fees, plan check fees, and building permit fees, and for costs associated with the relocation, including but not limited to construction costs, up to a maximum of Twenty Five Thousand Dollars ($25,000).

5. Indemnification:

a. **Lamar's Responsibilities:** Lamar shall defend, indemnify and hold harmless the County, its Board of Supervisors, and its agents, officers and employees from any claim, action, or proceeding brought or asserted by a third person or entity against the County, its Board of Supervisors, or its agents, officers or employees to attack, set aside, void, or annul the Project, or any prior or subsequent development approvals, or any other action by the County in connection with the Project, or Project conditions imposed by the County or any of its agencies, departments, commissions, agents, officers or employees concerning the said Project, or to impose personal liability against such agents, officers or employees resulting from their involvement in the Project, which claim, action, or proceeding is brought within the time period provided by law, including any claim for private attorney general fees claimed by or awarded to any party from the County. To the extent that the County uses any of its resources responding to such claims, action, or proceeding, Lamar will reimburse the County within thirty (30) days of the submission of an itemized statement for these resources. Such resources include, but are not limited to the reasonable expenses and charges related to staff time, court costs, County Counsel's time at their regular rate for external or non-County agencies, or any other reasonable direct or indirect costs associated with responding to the claim, action or proceeding.

b. **Procedures:** The County will promptly notify Lamar in writing of any such claim, action, or proceeding. After receipt from the County of notice of any claim, or the commencement of any action or proceeding with respect to which indemnification is being sought under this Agreement by the County, Lamar will assume the defense of such claim, action or proceeding, including the employment of counsel reasonably satisfactory to the County and Lamar and the prompt payment of the fees and disbursements of such counsel. In the event, however, the County reasonably determines that having common counsel would present such counsel with a conflict of interest, or if Lamar fails to assume the defense of the claim, action or proceeding or to employ counsel reasonably satisfactory to the County, in either case in a timely manner, the County may employ separate counsel to represent or defend it in any such claim, action or proceeding and Lamar will promptly pay the fees and disbursements of such counsel.

c. **County's Responsibilities:** The County shall, within its unlimited discretion, in good faith, participate and cooperate in the defense of any such claim, action or proceeding.

d. **County's Right to Settle:** The County shall have the right to decide whether to litigate or settle any claim, action or proceeding without Lamar's approval.

e. **Security for Performance of Obligations:** Performance of Lamar's indemnification obligations pursuant to the Agreement shall be secured by a letter of guaranty by "Lamar Media Corporation", Lamar's parent company, provided to the County.

6. **Binding Effect:** Unless terminated earlier as provided in this Agreement, this Agreement shall continue in full force and effect for so long as any obligation is owed by either Party pursuant to the terms of this Agreement.

7. **Notices:** All notices and other communications required or permitted to be given hereunder shall be in writing and shall be deemed valid and effective five (5) calendar days following deposit in the United States mail, postage prepaid, by certified and/or registered mail, and shall be addressed as follows:

If to Lamar:

Lamar Central Outdoor
24541 Redlands Boulevard
Loma Linda, CA 92354

With a Copy to:

Gresham Savage Nolan & Tilden
Attn: Ted Stream, Esq.
3750 University Avenue, Suite 250
Riverside, California 92501

If to County:

County of Riverside
Economic Development Agency
P.O. Box 1180
Riverside, CA 92502

With a Copy to:

County Counsel
3960 Tenth Street, 5th Floor
Riverside, California 92501

8. **Governing Law**: This Agreement shall be construed in accordance with the laws of the State of California.

9. **Others Affected**: Each and all of the provisions of this Agreement shall inure to the benefit of and shall be binding upon the parties, their successors-in-interest, agents, representatives, assignees, and transferees.

10. **No Third Party Beneficiaries**: No person or entity shall be deemed to be a third party beneficiary hereof, and nothing in this Agreement (either expressed or implied) is intended, nor shall it be construed to confer upon any person or entity, other than Lamar and the County, any rights, remedies, obligations or liabilities under or by reason of this Agreement. This Section 12 shall not be construed to compromise in any way the rights of successors-in-interest, agents, representatives, assignees, and transferees, as described in Section 8, above.

11. **Advice of Counsel**: In entering into this Agreement, the parties represent that they have relied upon the legal advice of their attorneys, who are the attorneys of their own choice, and that these terms are fully undertaken and voluntarily accepted by them. The parties further represent that they have no question with regard to the legal import of any term, word, phrase, or portion of this Agreement, or the Agreement in its entirety, and accept the terms of this Agreement as written.

12. **Authority to Execute**: The parties hereto represent and warrant to each other that they have full authority to execute this Agreement.

13. **Headings**: The headings employed to identify the provisions contained herein are solely for the convenience of the parties to this Agreement. If any ambiguity appears in either the headings or the provisions attendant thereto, such ambiguity shall not be construed against any party to this Agreement on the grounds that such party drafted this Agreement.

14. **Counterparts**: This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

16. **Integration:** This Agreement contains the complete expression of the whole agreement between the parties hereto, and there are no promises, representations, agreements, warranties or inducements, either expressed verbally or implied, except as are fully set forth herein. This Agreement cannot be enlarged, modified, or changed in any respect except by written agreement between the parties.

17. **Effective Date:** The Effective Date of this Agreement is the date the parties sign the Agreement. If the parties sign the Agreement on more than one date, then the last date the Agreement is signed by a party shall be the Effective Date.

IN WITNESS WHEREOF, the parties have executed this Agreement as of _____, ____.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

By:_____
Chairman, Board of Supervisors

LAMAR CENTRAL OUTDOOR, LLC'
a Delaware limited liability company

By: _____
Name_____
Its_____

ATTEST:
CLERK OF THE BOARD

By:_____
Deputy

(SEAL)

FORM APPROVED COUNTY COUNSEL
BY: Synthia M. Gunzel 11-6-09
SYNTHIA M. GUNZEL DATE

Exhibit "A"
Existing Displays

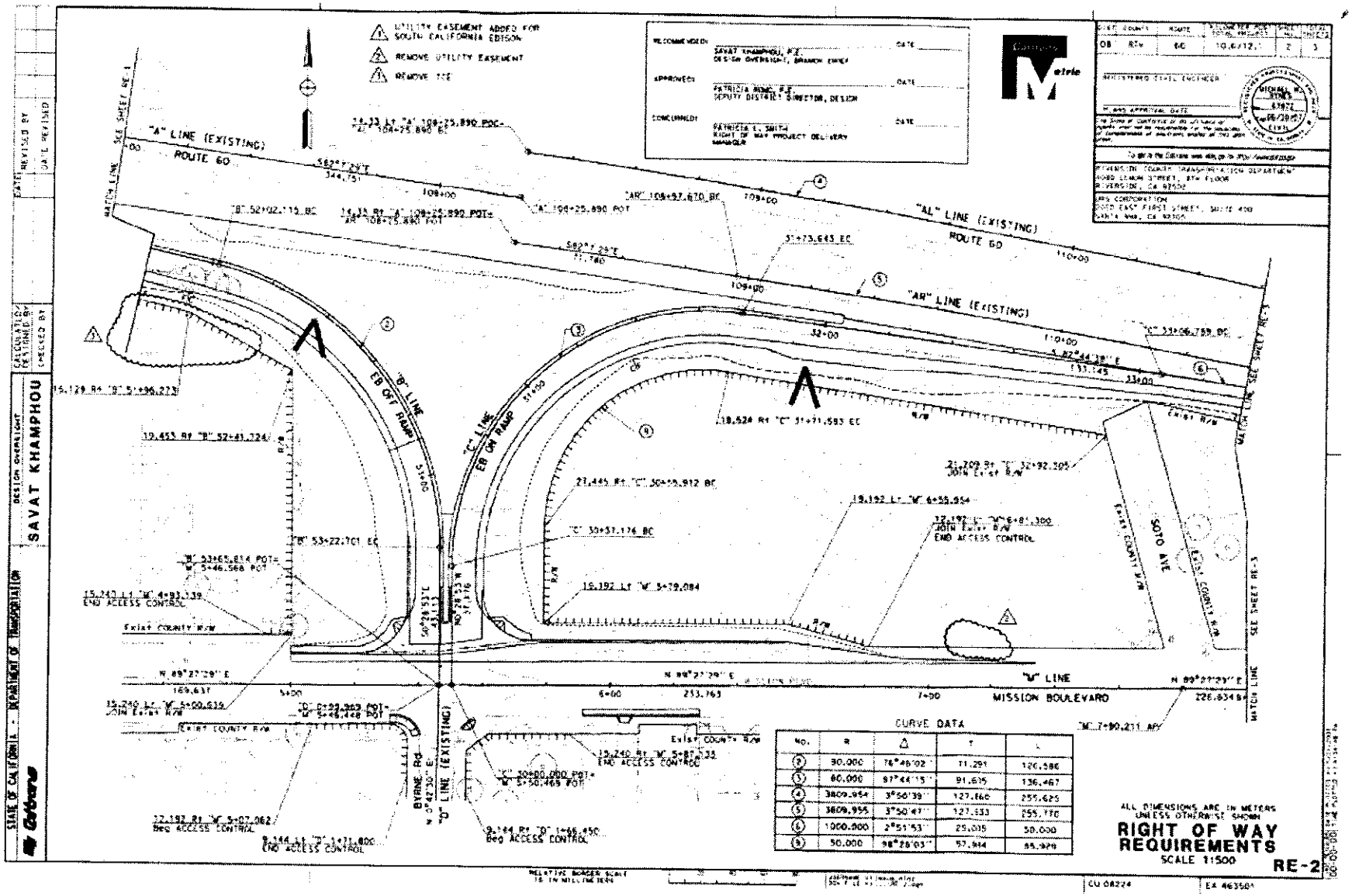


Exhibit "B"
Removed Display

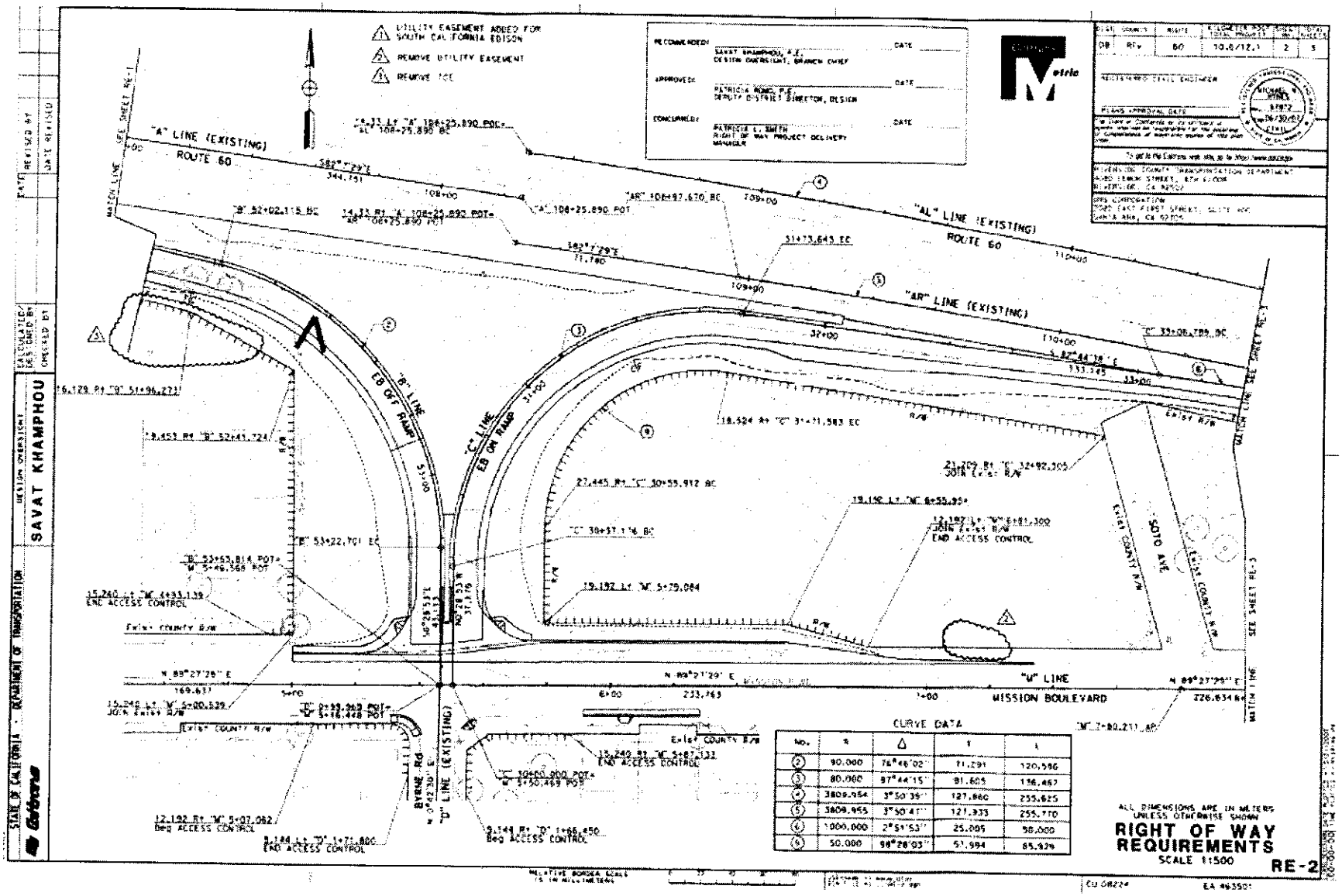
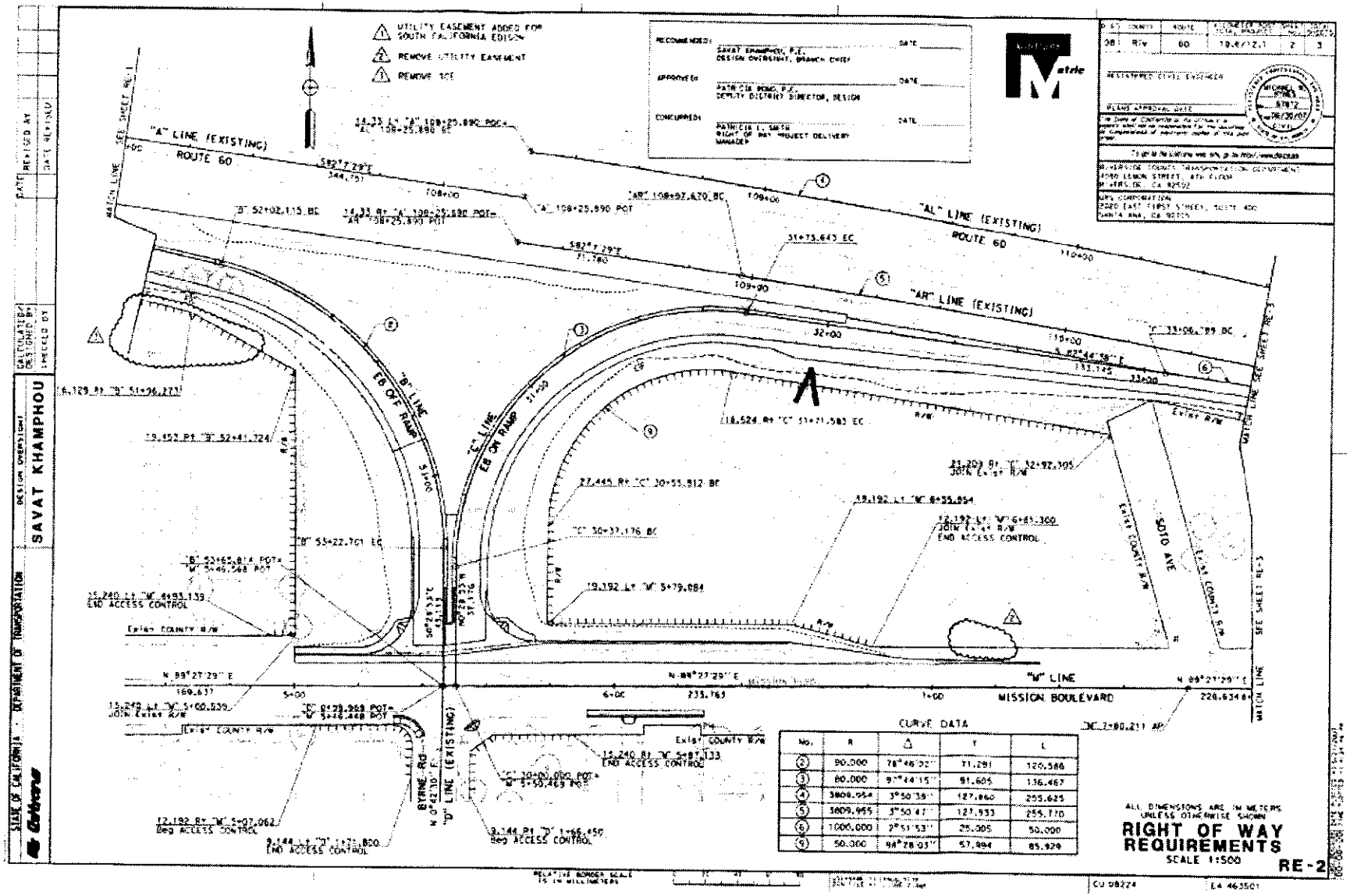
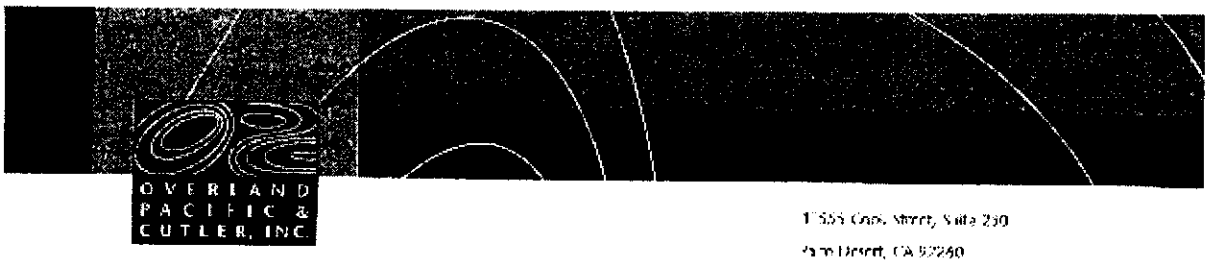


Exhibit "C"
Relocated Display



No.	R	Δ	T	L
2	90.000	78°46'02"	71.291	120.586
3	80.000	97°44'15"	91.605	136.467
4	3809.954	3°50'39"	127.860	255.625
5	3809.955	3°50'47"	127.933	255.770
6	1000.000	2°51'53"	25.305	50.000
9	50.000	99°28'03"	57.994	85.929

Exhibit "D"
Statement of Just Compensation



41-555 Cook Street, Suite 250
Palm Desert, CA 92260
(760) 776-1238 ph
(760) 776-1636 fax
www.OPCservices.com

June 26, 2007

Mr. Brian Smith
The Lamar Companies
24-541 Redlands Blvd.
Loma Linda, CA 92354

Regarding: SR60/Valley Way Interchange Improvements
Sign No: 33414/33411
APN: 174-150-012
Parcel No. 20074

Dear Mr. Smith,

As you may know, the property on which your billboard is located, and which is referenced above, is located within the SR60/Valley Way Interchange Improvements Project area. The County of Riverside ("County") has made an offer to acquire the property and wishes to enter into negotiations with your firm to acquire your interest.

As part of the independent valuation appraisal of the property, a list of items which are classified under California law as "Improvements Pertaining to the Realty" and are eligible for acquisition was developed and is attached to this letter. Although we believe you have an interest in the signboard improvements located on the property, no determination of ownership has been made at this time; this is a matter to be resolved by you and the owner of the real property. Assuming your legal claim is supported and can provide clear title to your interest, the County is prepared to tender an offer in the amount of:

Three Hundred One Thousand Dollars
($301,000.00)

The amount of this offer is the full amount believed to be "just compensation" for the signboard being acquired and is not less than the approved appraisal of its fair market value. The basis for that determination is explained in the attached Statement of Just Compensation. It is our sincere desire that your interest be acquired amiably and expeditiously.

Overland, Pacific & Cutler, Inc. (OPC) has been retained as the County's acquisition consultant and will answer any questions you have regarding this offer letter and its attachments. You can reach Bob Stoddard of OPC at (760) 776-1238 or (760) 535-9014. In the meantime, and to facilitate establishment of your real property rights, it would be most helpful if you could send our firm a copy of your agreement with the owner. Please send the information to: Bob Stoddard, Overland, Pacific & Cutler, Inc., 41-555 Cook Street, Suite 250, Palm Desert, CA 92260.

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

955

FROM: TLMA - Transportation Department

SUBMITTAL DATE: November 10, 2009

SUBJECT: Western Riverside County Transportation Uniform Mitigation Fee (TUMF) Program

RECOMMENDED MOTION: That the Board of Supervisors:

1. Introduce and adopt, on successive weeks, Ordinance No. 824.7, an Ordinance of the County of Riverside Amending Ordinance No. 824; and
2. Find the adoption of Ordinance No. 824.7 is exempt from CEQA pursuant to CEQA Guidelines Section 15061(b)(3) in that it can be seen with certainty there is no possibility the ordinance may have a significant effect on the environment.

BACKGROUND: The County of Riverside ("County") is a member agency of the Western Riverside Council of Governments ("WRCOG"), a joint powers agency comprised of the County

Juan C. Perez
Director of Transportation

JCP:gh
(Continued On Attached Page)

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: Tina Grande

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
BY: Synthia M. Gunzel DATE 11-13-09
SYNTHIA M. GUNZEL

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

Prev. Agn. Ref. 4/28/09, Item 16.3 | **District:** 1,2,3,5 | **Agenda Number:** 3.122

Form 11 (Rev 07/2007)

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

of Riverside and sixteen (16) cities located in Western Riverside County. Acting in concert, the WRCOG Member Agencies developed a plan whereby the shortfall in funds, needed to enlarge the capacity of the Regional System of Highways and Arterials due to new development in Western Riverside County, could be made up in part by a Transportation Uniform Mitigation Fee on future residential, commercial and industrial development. As a Member Agency of WRCOG and as a TUMF Participating Jurisdiction, the County participated in the preparation of a certain "Western Riverside County Transportation Uniform Fee Nexus Study," ("2002 Nexus Study") that was later adopted by the WRCOG Executive Committee. Based on the 2002 Nexus Study, the County adopted and implemented an ordinance authorizing the County's participation in a TUMF Program.

Pursuant to the Mitigation Fee Act (Gov. Code §§ 66000 *et seq.*), WRCOG has prepared a new nexus study ("2009 Nexus Study") to update the fees. The 2009 Nexus Study, attached hereto, includes an addendum ("Addendum") discussing the need for a temporary reduction in fees. On September 14 and October 5, 2009, the WRCOG Executive Committee reviewed the 2009 Nexus Study and TUMF Program and recommended TUMF Participating Jurisdictions update their fees by amending their applicable TUMF ordinances to reflect changes in the TUMF network and the cost of construction.

The WRCOG Executive Committee also authorized a temporary reduction in fees as a tool to stimulate the local housing market through lower fees. The temporary fee reduction was recommended by the Riverside Economic Development RED TEAM and our Board. The proposed ordinance provides, among other things, an updated TUMF schedule and establishes a temporary 50% reduction in fees to be in effect until December 31, 2010. The Ordinance also revises definitions of "Class A" and "Class B" Office and establishes a definition for "TUMF Participating Jurisdiction." The proposed ordinance also revises the previous option that fees may be paid at the time of building permit application to the option that the earliest that fees may be paid is at the issuance of building permit (but can be deferred to occupancy of the structure or final inspection, whichever occurs first). This is consistent with how the CVAG TUMF ordinance is administered.

In accordance with the Mitigation Fee Act, the proposed Ordinance and 2009 Nexus Study: (i) identify the purpose of the revised fees; (ii) identify the use to which the revised fees are to be applied, including identification of any facilities to be financed; (iii) determine how there is a reasonable relationship between the fee's use and the type of development project on which the fee is imposed; (iv) determine how there is a reasonable relationship between the need for the public facilities and the type of development project upon which the fees are imposed; and (v) determine how there is a reasonable relationship between the amount of the fees and the cost of the public facilities or portion of the public facility attributable to the development on which the fees are imposed.

The Addendum addresses the need for a temporary fee reduction, sets forth a set of adjustments to the maximum TUMF share of the various Network and Transit project costs and the issue of the a possible Program funding shortfall. The adjustments assure a balance between the overall fee revenues generated at the reduced fee levels and the eligible project costs upon which the TUMF is based and the revenues expended.

ORDINANCE NO. 824.7

AN ORDINANCE OF THE COUNTY OF RIVERSIDE

AMENDING ORDINANCE NO. 824

AUTHORIZING PARTICIPATION IN THE WESTERN RIVERSIDE COUNTY

TRANSPORTATION UNIFORM MITIGATION FEE PROGRAM

The Board of Supervisors of the County of Riverside ordains as follows:

Section 1. Ordinance No. 824 is amended in its entirety to read as follows:

"ORDINANCE NO. 824

AN ORDINANCE OF THE COUNTY OF RIVERSIDE

AUTHORIZING PARTICIPATION IN THE WESTERN RIVERSIDE COUNTY

TRANSPORTATION UNIFORM MITIGATION FEE PROGRAM

Section 1. TITLE. This ordinance shall be known as the "Western Riverside County Transportation Uniform Mitigation Fee Program Ordinance of 2009" ("Ordinance").

Section 2. FINDINGS. The Board of Supervisors finds that:

a. The County, as a member agency of the Western Riverside Council of Governments ("WRCOG"), a joint powers agency comprised of the County of Riverside and sixteen (16) cities located in Western Riverside County, must act in concert with the WRCOG Member Agencies to develop and update a plan whereby the shortfall in funds needed to enlarge the capacity of the Regional System of Highways and Arterials in Western Riverside County ("Regional System"), depicted in Exhibit "A", attached hereto and by this reference incorporated herein, could be made up in part by a Transportation Uniform Mitigation Fee ("TUMF") on future residential, commercial and industrial development.

b. WRCOG prepared a certain "Western Riverside County

Transportation Uniform Fee Nexus Study," dated October 18, 2002 ("2002 Nexus Study") in compliance with the Mitigation Fee Act (Gov. Code §§ 66000 *et seq.*); whereby the County adopted and implemented an ordinance, based on the 2002 Nexus Study, authorizing the County's participation in the TUMF Program.

c. As a TUMF Participating Jurisdiction, the County must follow the recommendation made by the WRCOG Executive Committee and amend its TUMF ordinance, based on the new nexus study entitled "Transportation Uniform Mitigation Fee Nexus Study: 2009 Update" ("2009 Nexus Study") to reflect changes in the TUMF network and the cost of construction in order to update, among other things, the TUMF Program Fee schedules.

d. It has considered the 2009 Nexus Study, including its Addendum regarding temporary fee reduction, and its findings in adopting this ordinance.

e. Continuation of a TUMF Program is essential because if the capacity of the Regional System is not enlarged and unless development contributes to the cost of improving the Regional System, the result will be substantial traffic congestion in all parts of Western Riverside County, with unacceptable Levels of Service. Furthermore, the failure to mitigate growing traffic impacts on the Regional System will substantially impair the ability of public safety services (police and fire) to respond and, thus, adversely affect the public health, safety and welfare.

f. There is a reasonable and rational relationship between the use of the TUMF and the type of development projects on which the fees are imposed because the Fees will be used to construct the

transportation improvements that are necessary for the safety, health and welfare of the residential and non-residential users of the development in which the TUMF will be levied.

g. There is a reasonable and rational relationship between the need for the improvements to the Regional System and the type of development projects on which the TUMF is imposed because it will be necessary for the residential and non-residential users of such projects to have access to the Regional system. Such development will benefit from the Regional System improvements and the burden of such developments will be mitigated in part by payment of the TUMF.

h. The cost estimates set forth in the new 2009 Nexus Study are reasonable cost estimates for constructing the Regional System improvements and the facilities that compromise the Regional System, and that the amount of the TUMF expected to be generated by new development will not exceed the total fair share cost to such development.

i. The impact of an economic recession on development and the construction sector in Western Riverside County, as indicated in the Addendum to the 2009 Nexus Study, has been substantial and a temporary fifty percent (50%) reduction in TUMF through December 31, 2010 will encourage economic development by reducing the overall cost of development. An adjustment of the entire TUMF Program will also assure that each development continues to contribute a fair share of the total Program costs.

j. A minor decrease in TUMF revenues will not have a material effect on the ability to fulfill the purposes of the TUMF Program or the

ability to make the findings recited herein pursuant to the Mitigation Fee Act.

k. The Fees collected pursuant to this ordinance shall be used to help pay for the design, planning, construction of and real acquisition for the Regional System improvements and its facilities as identified in the 2009 Nexus Study. The need for the improvements and facilities is related to new development because such development results in additional traffic and creates the demand for the improvements.

Section 3. PURPOSE. The purpose of this ordinance is to authorize the County's participation in the TUMF Program which establishes and sets forth policies, regulations, and authorized uses of fees collected relating to the funding for the construction of improvements and facilities to enlarge the capacity of the Regional System of Highways and Arterials in Western Riverside County necessary to address the direct and cumulative environmental effects generated by new development projects described and defined in this ordinance.

Section 4. AUTHORITY. This ordinance is established under the authority of Article 11, Section 7 of the California Constitution and Title 7, Division 1, Chapter 5 of the Government Code, beginning with Section 66000 et seq., which provides that a local agency may establish fees for the purpose of defraying all or a portion of the cost of public facilities related to development projects.

Section 5. DEFINITIONS. As used in this ordinance, the following terms shall have the following meanings:

a. Area Plan. The area plan as it is depicted in Exhibit "B" and noted as the unincorporated areas of Riverside County as referenced and attached to this ordinance.

b. Board of Supervisors or Board. The Board of Supervisors of the

County of Riverside.

c. Class "A" Office. An office building that is typically characterized by high quality design, use of high end building materials, state of the art technology for voice and data, on-site support services/maintenance, and often includes full service ancillary uses such as, but not limited to a bank, restaurant/office coffee shop, health club, printing shop, and reserved parking. The minimum requirements of an office building classified as Class 'A" Office shall be as follows: (1) minimum of three stories (exception will be made for March JPA, where height requirements exist); (2) minimum of 10,000 square feet per floor; (3) steel frame construction; (4) central, interior lobby; and (5) access to suites shall be from inside the building unless the building is located in a central business district with major foot traffic, in which case the first floor may be accessed from the street to provide entrances/ exits for commercial uses within the building.

d. Class "B" Office. An office building that is typically characterized by high quality design, use of high end building materials, state of the art technology for voice and data, on-site support services/maintenance, and often includes full service ancillary uses such as, but not limited to a bank, restaurant/office coffee shop, health club, printing shop, and reserved parking. The minimum requirements of an office building classified as Class 'B" Office shall be as follows: (1) minimum of two stories; (2) minimum of 15,000 square feet per floor; (3) steel frame, concrete or masonry shell construction; (4) central, interior lobby; and (5) access to suites shall be from inside the building unless the building is located in a

central business district with major foot traffic, in which case the first floor may be accessed from the street to provide entrances/exits for commercial uses within the building.

e. County. The County of Riverside.

f. Development Project or Project. Any project undertaking for the purposes of development including the issuance of a permit for construction.

g. Gross Acreage. The total property area as shown on a land division of a map of record, or described through a recorded legal description of the property. This area shall be bounded by road rights of way and property lines.

h. Habitable Structure. Any structure or part thereof where persons reside, congregate or work and which is legally occupied in whole or part in accordance with applicable building codes, and state and local laws.

i. Industrial Project. Any development project that proposes any industrial or manufacturing use allowed in the following ordinance No. 348 zoning classifications: I-P, M-S-C, M-M, M-H, M-R, M-R-A, A-1, A-P, A-2, A-D, W-E, or SP with one of the aforementioned zones used as the base zone.

j. Lower Income Residential Housing. Residential units in publicly subsidized projects constructed as housing for lower income households as such households are defined pursuant to section 50079.5 of the Health and Safety Code. "Publicly subsidized projects," as the term is used herein, shall not include any project or project applicant receiving a tax credit provided by the State of California Franchise Tax Board.

k. Multi Family Residential Unit. A development project that has a density of greater than eight (8) residential dwelling units per gross acre.

l. Non-Residential Unit. A retail commercial, service commercial and industrial development which is designed primarily for non-dwelling use, but shall include hotels and motels.

m. Recognized Financing District. A Financing District as defined in the TUMF Administrative Plan as may be amended from time to time.

n. Residential Dwelling Unit. A building or portion thereof used by one (1) family and containing but one (1) kitchen, which is designed primarily for residential occupancy including single-family and multi-family dwellings. "Residential Dwelling Unit" shall not include hotels or motels.

o. Retail Commercial Project. Any development project that proposes any commercial use which does not fall within the definition of a service commercial project as it is defined within this ordinance that are allowed in the following Ordinance No. 348 classifications: R-1, R-R, R-R-O, R-1-A, R-A, R-2, R-2-A, R-3, R-3-A, R-T, R-T-R, R-4, R-5, R-6, C-1/C-P, C-T, C-P-S, C-R, C-O, R-V-C, C-V, W-2, R-D, N-A, W-2-M, W-1, or SP with one of the aforementioned zones used as the base zone.

p. Service Commercial Project. Any development project that is predominately dedicated to business activities associated with professional or administrative services, and typically consists of corporate offices, financial institutions, legal and medical offices, except any development project which falls under the definitions of

a Class "A" or Class "B" Office defined above.

q. Single Family Residential Unit. Each residential dwelling unit in a development that has a density of eight (8) units to the gross acre or less.

r. Transportation Uniform Mitigation Fees or TUMF or Fees. The Fees imposed pursuant to the provisions of Ordinance No. 824.

s. TUMF Participating Jurisdiction. A jurisdiction in Western Riverside County which has adopted and implemented an ordinance authorizing participation in the TUMF Program and complies with all regulations established in the TUMF Administrative Plan, as adopted and amended from time to time by the WRCOG.

t. TUMF Program. The Process of collecting and expending Transportation Uniform Mitigation Fees.

Section 6. TRANSPORTATION UNIFORM MITIGATION FEE. The following fees collected pursuant to this ordinance shall provide revenue to pay for the design, planning, construction of and real property acquisition for the Regional System improvements and its facilities as identified in the 2009 Nexus Study. The Transportation Uniform Mitigation Fees shall be paid for each residential unit, development project or a portion thereof to be constructed, in the amounts specified for each category as defined herein and shown below commencing on the effective date of this ordinance:

a. Adoption of TUMF Schedule. The following TUMF schedule is hereby adopted:

1) $8,873.00 per single family residential unit

2) $6,231.00 per multi-family residential unit

3) $ 1.73 per square foot of an industrial project

4) $ 10.49 per square foot of a retail commercial project

5) $ 4.19 per square foot of a service commercial project

6) $ 2.19 per square foot of a service Class A and B Office

b. Fee Calculation. The fees shall be calculated according to the calculation methodology fee set forth in the Fee Calculation Handbook adopted July 14, 2003, as amended from time to time. The following shall be observed for purposes of calculating the fee:

1) For non-residential projects, the fee rate utilized shall be based upon the predominant use of the building or structure identified in the building permit and as further specified in the TUMF Administrative Plan.

2) For non residential projects, the fee shall be calculated on the total square footage of the building or structure identified in the building permit and as further specified in the TUMF Administrative Plan.

c. Fee Adjustment. The fee schedule may be periodically reviewed and the amounts adjusted by the WRCOG Executive Committee. By amendment to the ordinance, the fees may be increased or decreased to reflect the changes in actual and estimated costs of the Regional System including, but not limited to, debt service, lease payments and construction costs. The adjustment of the fees may also reflect changes in the facilities required to be constructed, in estimated revenues received pursuant to this ordinance, as well as the availability or lack thereof of other funds with which to construct the Regional System. WRCOG shall review the TUMF Program no less than every four (4) years after the effective date of this ordinance.

d. Applicability. The TUMF, including during the temporary reduction period, shall apply to all new development within the

WRCOG Boundary of County, as identified by Exhibit "B", attached hereto and by this reference incorporated herein, unless otherwise exempt hereunder.

Section 7. TEMPORARY FEE REDUCTION PERIOD. Pursuant to the fee adjustment authority set forth in Section 6.c. and notwithstanding Section 6.a. above, or any other provision of this ordinance, the following TUMF fee schedule shall apply for the period commencing on January 1, 2010 and ending on December 31, 2010.

a. Temporary Fee Schedule.

1) $4,437.00 per single family residential unit

2) $3,115.00 per multi-family residential unit

3) $ 0.86 per square foot of an industrial project

4) $ 5.24 per square foot of a retail commercial project

5) $ 2.10 per square foot of a service commercial project

6) $ 1.10 per square foot of a service Class A and B Office

b. Application. The temporary fee reduction described in this section shall not apply to or affect fees owed under any development agreement or other contractual arrangement in effect on or before the effective date of Ordinance No. 824.7. If reduced fees are paid pursuant to this Section 7. at issuance of a building permit and either the application or the building permit issued on the application expires, subsequent building permit applications on the same parcel shall be subject to the full TUMF amount, unless the temporary fee reduction is still in effect at the time of the subsequent application.

b. Effect. No provision of this section shall entitle any person who has already paid the Transportation Uniform Mitigation Fees to receive a refund, credit or reimbursement of such

payment. This section only effects a temporary change in the County's Transportation Uniform Mitigation Fees.

c. Expiration. As of December 31, 2010, this section is repealed without further action by the Board of Supervisors, unless the Board of Supervisors repeals or modifies this section prior to that date. The repeal of this section shall not affect the validity of actions taken or Transportation Uniform Mitigation Fees paid under the authority of this section.

Section 8. EXEMPTIONS. The following types of new development shall be exempt from the provisions of this ordinance:

a. Lower income residential housing.

b. Government/public buildings, public schools and public facilities.

c. The rehabilitation and/or reconstruction of any habitable structure in use on or after January 1, 2000, provided that the same or fewer traffic trips are generated as a result thereof.

d. Development Projects which are the subject of a Public Facilities Development Agreement ("Development Agreement") entered into pursuant to Government Code section 65864 *et seq*, prior to the effective date of Ordinance No. 824, wherein the imposition of new fees are expressly prohibited provided that if the term of such a Development Agreement is extended by amendment or by any other manner after the effective date of Ordinance No. 824, the TUMF shall be imposed.

e. Guest Dwellings, as defined in Section 21.31 of Ordinance No. 348.

f. Additional single family residential units located on the same parcel pursuant to the provisions of any agricultural zoning classifications set forth in Ordinance No. 348.

g. Kennels and Catteries established in connection with an existing single family residential unit and as defined in Sections 21.40a and 21.20 of Ordinance No. 348.

h. Detached Second Units pursuant to Section 18.28a of Ordinance No. 348.

i. The sanctuary building of a church or other house of worship, eligible for a property tax exemption.

j. Any nonprofit corporation or nonprofit organization offering and conducting full-time day school at the elementary, middle school or high school level for students between the ages of five and eighteen years.

Section 9. CREDIT. Regional System improvements may be credited toward the TUMF in accordance with the TUMF Administrative Plan and the following:

a. Regional Tier.

1) Arterial Credits. If a developer constructs arterial improvements identified in the Regional System, the developer shall receive credit for all costs associated with the arterial component based on approved the Nexus Study for the Regional System effective at the time the parties enter the credit agreement. WRCOG staff must pre-approve any credit agreements that deviate from the standard WRCOG approved format.

2) Other Credits. In special circumstances, when a developer constructs off-site improvements such as an interchange, bridge, or railroad grade separation, credits shall be determined by WRCOG and the County in consultation with

the developer. All such credits must have prior written approval by WRCOG.

3) The amount of the Fee credit shall not exceed the maximum amount determined by the 2009 Nexus Study for the Regional System at the time the credit agreement is entered into or actual costs, whichever is less.

b. Local Tier.

1) The local jurisdictions shall compare facilities in local fee programs against the Regional System and eliminate any overlap in its local fee program except where there is a Recognized Financing District has been established.

2) If there is a Recognized Financing District established, the local agency may credit that portion of the facility identified in both programs against the TUMF in accordance with the TUMF Administrative Plan.

Section 10. REIMBURSEMENTS. Should the developer construct Regional System improvements in excess of the TUMF obligation, the developer may be reimbursed based on actual costs or the approved Nexus Study, including Addendum 1, effective at the time the agreement was entered into, whichever is less. Reimbursements shall be enacted through an agreement between the developer and the County, contingent on funds being available and approved by WRCOG. In all cases, however, reimbursements under such special agreements must coincide with construction of the transportation improvements as scheduled in the five-year Capital Improvements Program adopted annually by WRCOG.

Section 11. PROCEDURES FOR THE LEVY, COLLECTION AND DISPOSITION OF FEES.

a. Authority of the Building Department. The Director of Building & Safety, or his/her designee, is hereby authorized to levy and collect the TUMF and make all determinations required by this ordinance.

b. Payment. Payment of the fees shall be as follows:

1) The fees shall be paid at the time a certificate of occupancy is issued for the Development Project or upon final inspection, whichever comes first ("Payment Date"). However, this section should not be construed to prevent payment of the fees prior to issuance of an occupancy permit or final inspection. Fees may be paid at the issuance of a building permit and the fee payment shall be calculated based on the fee in effect at that time, provided the developer tenders the full amount of his/her TUMF obligation. If the developer makes only a partial payment pursuant to a WRCOG-Developer Deferral Agreement prior to the Payment Date, the amount of the fee due shall be based on the TUMF schedule in place on the Payment Date. The fees shall be calculated according to fee schedule set forth in the ordinance and the calculation methodology set forth in the Fee Calculation Handbook adopted July 14, 2003, as amended from time to time.

2) The fees required to be paid shall be the fee amounts in effect at the time of payment is due under this ordinance, not the date the ordinance is initially adopted. The County shall not enter into a development agreement which freezes future adjustments of the TUMF.

3) If all or part of any development project is sold prior to payment of the fee, the property shall continue to be subject to the requirement for payment of the fee. The obligation to pay the fee shall run with the land and be binding on all the successors in interest to the property.

4) Fees shall not be waived.

c. Disposition of Fees. All fees collected hereunder shall be transmitted to the Executive Director of WRCOG within thirty (30) days for deposit, investment, accounting and expenditure in accordance with the provisions of this ordinance and the Mitigation Fee Act.

d. Appeals. Appeals shall be filed with WRCOG in accordance with the provisions of the TUMF Administrative Plan. Appealable issues shall be the application of the fee, application of credits, application of reimbursement, application of the legal action stay and application of exemption.

e. Reports to WRCOG. The Director of Building and Safety, or his/her designee, shall prepare and deliver to the Executive Director of WRCOG, periodic reports as will be established under Section 12. of this ordinance.

Section 12. APPOINTMENT OF THE TUMF ADMINISTRATOR. WRCOG is hereby appointed as the Administrator of the Transportation Uniform Mitigation Fee Program. WRCOG is hereby authorized to receive all fees generated from the TUMF within the County, and to invest, account for and expend such fees in accordance with the provisions of this ordinance and the Mitigation Fee Act. The detailed administrative procedures concerning the implementation of this ordinance shall be contained in the TUMF Administrative Plan adopted May 5, 2003 and as may be amended from time to

time. Furthermore, the TUMF Administrator shall use the Fee Calculation Handbook adopted July 14, 2003, as amended from time to time, for the purpose of calculating a developer's TUMF obligation. In addition to detailing the methodology for calculating all TUMF obligations of different categories of new development, the purpose of the Fee Calculation Handbook is to clarify for the TUMF Administrator, where necessary, the definition and calculation methodology for uses not otherwise clearly defined in the ordinance. WRCOG shall expend only that amount of the funds generated from the TUMF for staff support, audit, administrative expenses, and contract services that are necessary and reasonable to carry out its responsibilities and in no case shall the funds expended for salaries and benefits exceed one percent (1%) of the revenue raised by the TUMF Program. The TUMF Administrative Plan further outlines the fiscal responsibilities and limitations of the Administrator.

Section 13. VIOLATIONS AND PENALTIES. A violation of any provision of this ordinance is an infraction as hereinafter specified. A person is guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this ordinance is committed or continued. Any violation of this ordinance may be prosecuted by county authorities in the name of the people of the State of California, or redressed by civil action. Every violation determined to be an infraction is punishable by (1) a fine not exceeding one hundred dollars ($100) for a first violation; (2) a fine not exceeding two hundred dollars ($200) for a second violation within one year; (3) a fine not exceeding five hundred dollars ($500) for each additional violation within one year. The penalties herein are in addition to any other remedies provided by law and the payment of any penalty herein shall not relieve a person of the obligation to correct the violation.

Section 14. SEVERABILITY. If any of the terms, provisions or sections of this ordinance or the application thereof to any person or circumstances shall to any extent be judged invalid, unenforceable and/or voidable for any reason whatsoever by a court of

competent jurisdiction, such invalidity or determination shall not affect the other provisions of this ordinance which can be given effect without the invalid provision or application, and to this end, the provisions of this ordinance are hereby declared to be severable.

Section 15. JUDICIAL REVIEW. In accordance with State law, any judicial action or proceeding to attack, review, set aside, void or annul this ordinance shall be commenced within ninety (90) days of the date of adoption of this ordinance.

Section 16. SUPERSESSION OF OTHER FEES. The Fees established by this ordinance shall supersede and replace those fees previously established and applicable under Riverside County Ordinance No. 824 and shall apply to the issuance of any development permit or entitlement made on and after the date that this ordinance takes effect.

Section 17. EFFECTIVE DATE. This ordinance shall take effect thirty (30) days after its adoption except that Section 6. subsection a.(4) shall take effect sixty (60) 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)

APPROVED AS TO FORM
11-11, 2009

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

EXHIBIT "A"

MAP OF WESTERN RIVERSIDE COUNTY & REGIONAL SYSTEM

The Regional System of Highways & Arterials- TUMF Network Improvements

Figure ES.2

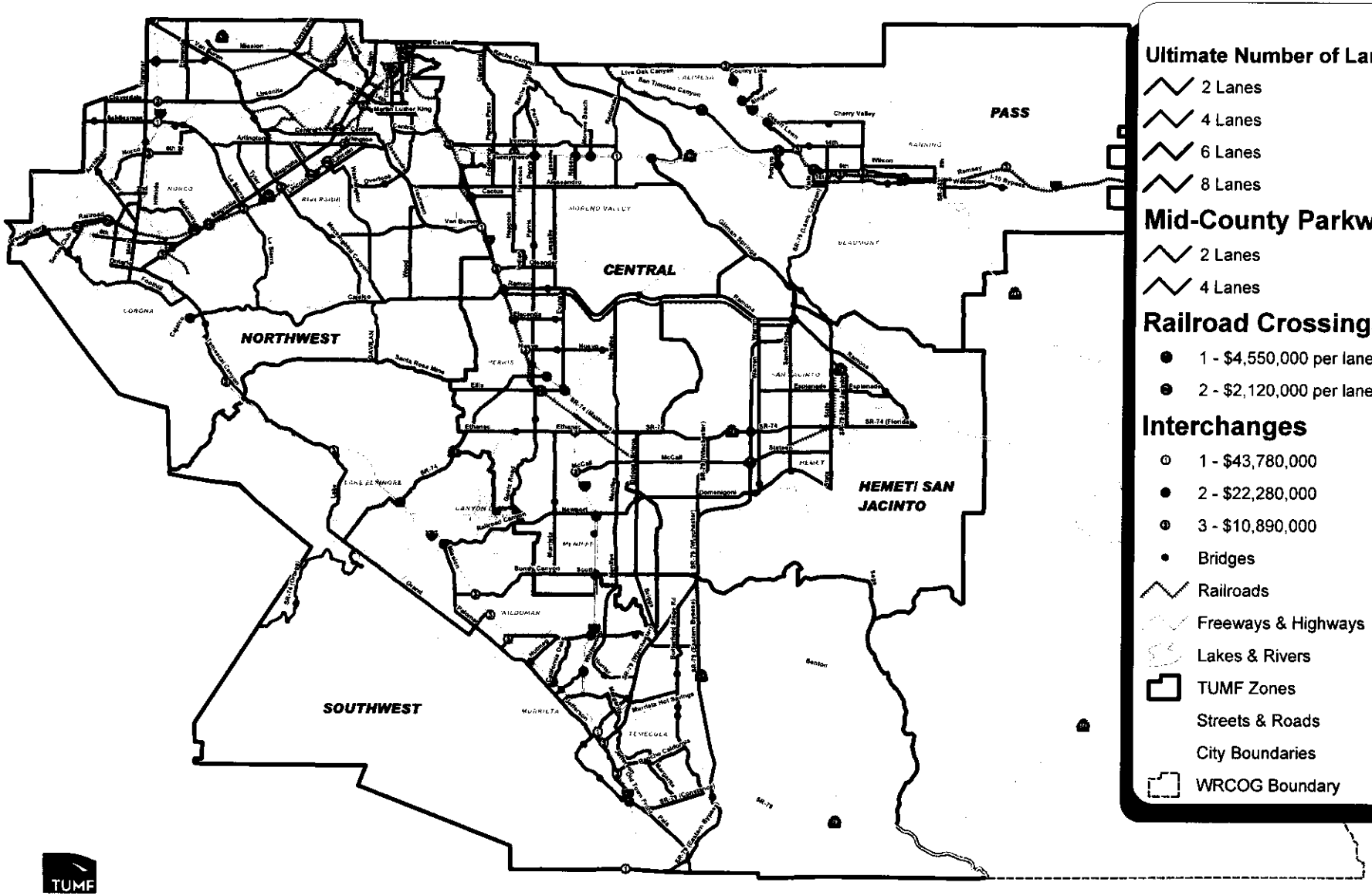
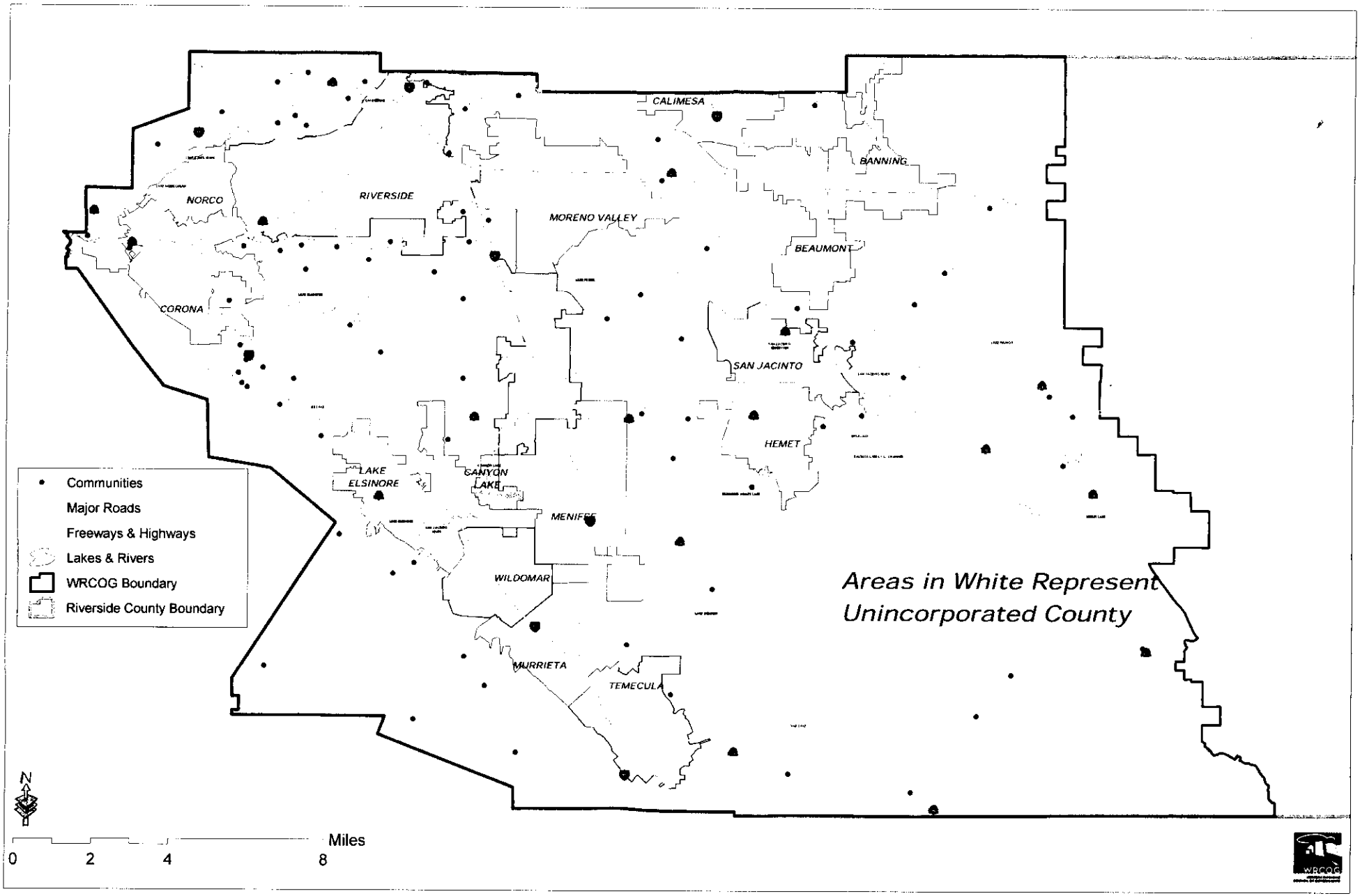


EXHIBIT "B"

WRCOG BOUNDARY OF COUNTY



The Western Riverside Council Of Governments Boundary & Jurisdiction Boundaries

FORM APPROVED COUNTY COUNSEL
BY: MARSHA L. VICTOR DATE 11/10/09

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

936

FROM: TLMA - Transportation Department

SUBMITTAL DATE:
November 12, 2009

SUBJECT: Reconstruction of State Route 60 at Valley Way, from 0.75 miles (1.2 KM) West of Valley Way undercrossing to Valley Way undercrossing, Rubidoux area.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Accept the low bid of Powell Constructors of Fontana, CA in the amount of $3,095,175. Award the contract to that firm and authorize the Chairman of the Board to execute the contract documents.

2. Amend the project's budget as proposed on Attachment "A".

3. Authorize the Chairman to execute the same.

BACKGROUND: By Minute Order dated September 1, 2009 (agenda item 3.128) the Board

Juan C. Perez
Director of Transportation

JCP:jrj
(Continued On Attached Page)

FINANCIAL DATA	**Current F.Y. Total Cost:**	$ 3,095,175	**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: CMAQ [Federal Congestion & Air Quality] (34.1%), Federal Economic Stimulus (42.1%), Proposition 111 [Gas Tax] (1.8%), Measure A / Western (11%), RCTC (11. %)

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. 9/16/09, Item 3.128 | **District:** 2 | **Agenda Number:** 3.123

Form 11 (Rev 07/2007)

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

authorized the Clerk of the Board to advertise for the reconstruction of State Route 60 at Valley Way, from 0.75 miles (1.2 KM) West of Valley Way undercrossing to Valley Way undercrossing, in the Rubidoux area. Bids for the project were opened in the office of the Director of Transportation at 2:00 PM, Wednesday, September 30, 2009. Seven bids were received. The basis for the selection of a contractor is the lowest responsive and responsible bid. The lowest responsive and responsible bid was submitted by Powell Constructors of Fontana, CA, in the amount of $3,095,174.80.

The total bid price, submitted by Powell Constructors is $3,007,400 (49.28%) below the Engineer's Estimate.

The Transportation Improvement Program provides for the reconstruction of the eastbound interchange ramps at State Route 60 at Valley Way in the Rubidoux area.

The existing SR-60 and Valley Way interchange is currently functioning at an undesirable level of service due to the close proximity of the interchange with the Valley Way and Mission Boulevard intersection.

To improve traffic circulation, this construction project will close the existing eastbound exit ramp. A new off ramp and on ramp will be constructed with an improved intersection located at Mission Boulevard and Byrne Road. Additionally, improvements to the intersection of Mission Boulevard and Valley Way will be constructed.

During construction it will be necessary to have short-term closures of the exiting SR-60 eastbound off-ramp at Valley Way. Appropriate signage will be erected to redirect traffic to alternate routes.

The County competed for Federal Economic Stimulus funds under the American Recovery and Reinvestment Act for this project and was successful in obtaining $3,869,000. The Valley Way and SR-60 interchange project will create construction jobs, improve traffic operations and improve safety at this interchange.

An agreement between the County of Riverside Transportation Department and Riverside County Transportation Commission (RCTC) for $1,019,000 of Western Measure A funds to be used for this project will be going to the Board of Supervisors for approval concurrently with this contract award package.

The project is anticipated to 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. B0-0491, CMESPLN – 5956 (187)

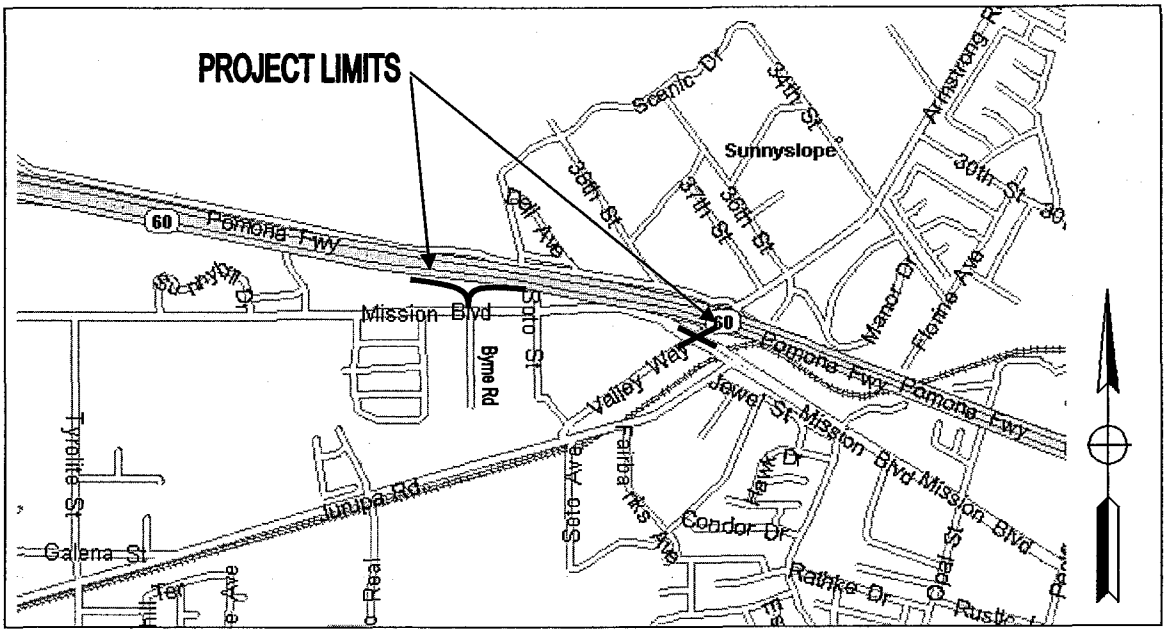


Figure 1
Vicinity Map

SR60/VALLEY WAY RECONSTRUCTION PROJECT

FROM 1.2 KM WEST OF VALLEY WAY UNDERCROSSING

TO VALLEY WAY UNDERCROSSING

PROJECT NO. B0-0491

FEDERAL AID NO. CMESPLN - 5956 (187)

Attachment "A"

Riverside County Transportation Department

Project: **VALLEY WAY AT SR-60 Hook Ramps**

Project No.(s): **B0-0491**

Project Costs and Budget

Activity	Incurred Costs	Projected Costs	Total Costs	Existing Budget	Proposed Budget
Preliminary Survey	97,264	7,736	105,000	100,000	105,000
Environmental	129,287		129,287	133,000	129,000
Design	1,115,401	35,427	1,150,828	1,181,000	1,151,000
Right-of-way	2,493,373	536,349	3,029,722	3,239,000	3,030,000
Utilities	25,475	55,549	81,024	120,000	81,000
Construction		3,095,175	3,095,175	6,930,000	3,405,000
Construction Contingency		309,517	309,517		
Additional Contingency			464,276		464,000
Construction Engineering & Inspection	7,407	622,593	630,000	763,000	630,000
Construction Survey	714	199,286	200,000	201,000	200,000
Totals:	**3,868,921**	**4,861,632**	**9,194,830**	**12,667,000**	**9,195,000**

Project Funding

Code	Name	Existing Budget	Proposed Budget
103	CMAQ - Federal Congestion & Air Quality	4,542,000	3,133,000
116	Federal Economic Stimulus Funds	4,482,000	3,869,000
201	Proposition 111 (Gas Tax)	165,000	165,000
301	Measure A / Western	1,139,000	1,009,000
399	**RCTC - Measure A**	**2,339,000**	**1,019,000**
999	Unfunded		
	Totals	**12,667,000**	**9,195,000**

Printed: November 10,09 9:29 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 (RFP's Only)

User Department:	**Transportation Department**

N/A

Vendor/Lessor Name:	**Powell Constructors**
Vendor/Lessor Location:	**Fontana, CA**

Minority Status: ☐ M ☐ W ☐ DV ☒ None

Local Preference Applied: ☐ Yes ☐ No ☒ N

Local Preference Award Cost $
(5% maximum preference)

Local Preference FYTD: Cost $ # of Ord

Applicable Board Policy #

Comments:

RFQ/RFP Process:

Date Mailed:
Response Date:
# of Responses:
# of Qualified Responses:

Bidding Process:

Bid Range: $ 3,095,174.80 to $ 3,674,300.00
Local Bid Range: N/A
Responsive and Responsible Bid Range: $ 3,095,174.80 to $ 3,674,300.00

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

For scanning

Riverside County Transportation Department
Summary of Bids

PROJECT: SR60/Valley Way Reconstruction Project. From 1.2 KM West of Valley Way Undercrossing to Valley Way Undercrossing.

Advertised: September 1, 2009 (Agenda Item: 3.128)
Bids Open: 2 pm Date: Wednesday, September 30, 2009

PROJECT NO. B0-0491; CMESPLN - 5956 (187)

				COUNTY'S ESTIMATE			POWELL CONSTRUCTORS Fontana, CA 92335	
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	010601	OBTAIN ENCROACHMENT PERMIT	FA	1	10,000.00	10,000.00	10,000.00	10,000.00
2	066015	FEDERAL TRAINEE PROGRAM	FA	1	5,000.00	5,000.00	5,000.00	5,000.00
3	066102	DUST ABATEMENT	LS	1	15,000.00	15,000.00	7,000.00	7,000.00
4	066105	RESIDENT ENGINEERS OFFICE	LS	1	100,000.00	100,000.00	10,000.00	10,000.00
5	070012	PROGRESS SCHEDULE (CRITICAL PATH METHOD)	LS	1	5,000.00	5,000.00	2,000.00	2,000.00
6	071322	TEMPORARY FENCE (TYLE CL-1.8)	M	62	40.00	2,480.00	35.00	2,170.00
7	074016	CONSTRUCTION SITE MANAGEMENT	LS	1	30,000.00	30,000.00	5,000.00	5,000.00
8	074019	PREPARE STORM WATER POLLUTION PREVENTION PLAN	LS	1	5,000.00	5,000.00	1,000.00	1,000.00
9	074028	TEMPORARY FIBER ROLL	M	760	25.00	19,000.00	12.00	9,120.00
10	074029	TEMPORARY SILT FENCE	M	580	15.00	8,700.00	10.00	5,800.00
11	074032	TEMPORARY CONCRETE WASHOUT FACILITY	EA	1	5,000.00	5,000.00	7,000.00	7,000.00
12	074033	TEMPORARY CONSTRUCTION ENTRANCE	EA	2	5,000.00	10,000.00	2,500.00	5,000.00
13	074034	TEMPORARY COVER	M2	250	6.00	1,500.00	4.00	1,000.00
14	074035	TEMPORARY CHECK DAM	M	180	40.00	7,200.00	15.00	2,700.00
15	074038	TEMPORARY DRAINAGE INLET PROTECTION	EA	5	650.00	3,250.00	300.00	1,500.00
16	074041	STREET SWEEPING	LS	1	15,000.00	15,000.00	8,000.00	8,000.00
17	120090	CONSTRUCTION AREA SIGNS	LS	1	25,000.00	25,000.00	10,000.00	10,000.00
18	120100	TRAFFIC CONTROL SYSTEM	LS	1	100,000.00	100,000.00	25,000.00	25,000.00
19	120149	TEMPORARY PAVEMENT MARKING (PAINT)	M2	12	80.00	960.00	25.00	300.00
20	120159	TEMPORARY TRAFFIC STRIPE (PAINT)	M	2,230	2.00	4,460.00	3.00	6,690.00
21	120300	TEMPORARY PAVEMENT MARKER	EA	95	6.00	570.00	5.00	475.00
22	128650	PORTABLE CHANGEABLE MESSAGE SIGN	LS	1	10,000.00	10,000.00	5,000.00	5,000.00
23	129000	TEMPORARY RAILING (TYPE K)	M	2,020	45.00	90,900.00	20.00	40,400.00
24	129100	TEMPORARY CRASH CUSHION MODULE	EA	50	300.00	15,000.00	200.00	10,000.00
25	129150	TEMPORARY TRAFFIC SCREEN	M	2,020	10.00	20,200.00	2.00	4,040.00
26	150606	REMOVE FENCE (TYPE BW)	M	160	20.00	3,200.00	15.00	2,400.00
27	150608	REMOVE CHAIN LINK FENCE	M	500	20.00	10,000.00	15.00	7,500.00
28	150710	REMOVE TRAFFIC STRIPE	M	3,230	2.00	6,460.00	2.00	6,460.00
29	150722	REMOVE PAVEMENT MARKER	EA	370	2.00	740.00	1.00	370.00
30	150742	REMOVE ROADSIDE SIGN	EA	30	200.00	6,000.00	25.00	750.00
31	150760	REMOVE SIGN STRUCTURE	EA	1	5,500.00	5,500.00	3,400.00	3,400.00
32	150805	REMOVE CULVERT	M	50	200.00	10,000.00	50.00	2,500.00
33	150820	REMOVE INLET	EA	2	1,500.00	3,000.00	800.00	1,600.00
34	150821	REMOVE HEADWALL	EA	6	2,000.00	12,000.00	500.00	3,000.00
35	150827	REMOVE CATCH BASIN	EA	1	1,500.00	1,500.00	1,800.00	1,800.00
36	150828	REMOVE JUNCTION BOX	EA	2	1,000.00	2,000.00	500.00	1,000.00
37	150829	REMOVE RETAINING WALL [MASONRY WALL]	M	110	30.00	3,300.00	40.00	4,400.00
38	150846	REMOVE CONCRETE PAVEMENT	M2	1,020	30.00	30,600.00	55.00	56,100.00
39	150860	REMOVE BASE AND SURFACING	M3	2,900	60.00	174,000.00	3.00	8,700.00
40	152355	REMOVE IRRIGATION CONTROLLER	EA	1	15,000.00	15,000.00	500.00	500.00
41	152390	RELOCATE ROADSIDE SIGN	EA	9	300.00	2,700.00	200.00	1,800.00

Riverside County Transportation Department
Summary of Bids

PROJECT: SR60/Valley Way Reconstruction Project. From 1.2 KM West of Valley Way Undercrossing to Valley Way Undercrossing.

Advertised: September 1, 2009 (Agenda Item: 3.128)
Bids Open: 2 pm Date: Wednesday, September 30, 2009

PROJECT NO. B0-0491; CMESPLN - 5956 (187)

Base Bid (continued)				COUNTY'S ESTIMATE			POWELL CONSTRUCTORS Fontana, CA 92335	
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE
42	153154	COLD PLANE ASPHALT CONCRETE PAVEMENT (60 MM MAXIMUM)	M2	1,760	4.50	7,920.00	6.00	10,560.00
43	153215	REMOVE CONCRETE (CURB AND GUTTER)	M	740	40.00	29,600.00	10.00	7,400.00
44	153218	REMOVE CONCRETE SIDEWALK	M2	29	150.00	4,350.00	35.00	1,015.00
45	153220	REMOVE CONCRETE (CHANNEL)	EA	1	8,000.00	8,000.00	2,000.00	2,000.00
46	153246	REMOVE CONCRETE (MISCELLANEOUS)	M3	11	300.00	3,300.00	150.00	1,650.00
47	160101	CLEARING AND GRUBBING	LS	1	80,000.00	80,000.00	31,000.00	31,000.00
28	170101	DEVELOP WATER SUPPLY	LS	1	15,000.00	15,000.00	3,000.00	3,000.00
49	190101	ROADWAY EXCAVATION	M3	12,100	40.00	484,000.00	13.00	157,300.00
50	192037	STRUCTURE EXCAVATION (RETAINING WALL)	M3	380	150.00	57,000.00	20.00	7,600.00
51	193013	STRUCTURE BACKFILL (RETAINING WALL)	M3	280	120.00	33,600.00	100.00	28,000.00
52 (F)	193031	PERVIOUS BACKFILL MATERIAL (RETAINING WALL)	M3	21	400.00	8,400.00	140.00	2,940.00
53	200114	ROCK BLANKET	M2	1,360	100.00	136,000.00	103.00	140,080.00
54	203016	EROSION CONTROL (TYPE D)	M2	10,900	3.00	32,700.00	0.75	8,175.00
55	204096	MAINTAIN EXISTING PLANTED AREAS	LS	1	7,500.00	7,500.00	2,000.00	2,000.00
56	206401	MAINTAIN EXISTING IRRIGATION FACILITIES	LS	1	10,000.00	10,000.00	9,000.00	9,000.00
57	208733	300 MM CORRUGATED HIGH DENSITY POLYETHYLENE PIPE CONDUIT	M	28	150.00	4,200.00	100.00	2,800.00
58	220101	FINISHING ROADWAY	LS	1	15,000.00	15,000.00	1,200.00	1,200.00
59	250201	CLASS 2 AGGREGATE SUBBASE	M3	1,580	45.00	71,100.00	35.00	55,300.00
60	260201	CLASS 2 AGGREGATE BASE	M3	2,150	70.00	150,500.00	39.00	83,850.00
61	280000	LEAN CONCRETE BASE	M3	430	325.00	139,750.00	154.00	66,220.00
62	390132	HOT ASPHALT MIX (TYPE A)	TONN	3,200	100.00	320,000.00	98.00	313,600.00
63	394076	PLACE HOT MIX ASPHALT DIKE (TYPE E)	M	830	10.00	8,300.00	8.00	6,640.00
64	394090	PLACE HOT MIX ASPHALT (MISCELLANEOUS AREA)	M2	510	80.00	40,800.00	20.00	10,200.00
65	401000	CONCRETE PAVEMENT	M3	580	400.00	232,000.00	290.00	168,200.00
66	401066	CONCRETE PAVEMENT (RAMP TERMINI)	M3	190	500.00	95,000.00	300.00	57,000.00
67	404092	SEAL PAVEMENT JOINT	M	800	30.00	24,000.00	19.00	15,200.00
68	404094	SEAL LONGITUDINAL ISOLATION JOINT	M	410	30.00	12,300.00	41.00	16,810.00
69	490657	600 MM CAST-IN-DRILLED-HOLE CONCRETE PILING	M	14	2,000.00	28,000.00	330.00	4,620.00
70	498024	400 MM CAST-IN-DRILLED-HOLE CONCRETE PILING (BARRIER)	M	770	250.00	192,500.00	95.00	73,150.00
71 (F)	510060	STRUCTURAL CONCRETE, RETAINING WALL	M3	84	800.00	67,200.00	550.00	46,200.00
72 (F)	510502	MINOR CONCRETE (MINOR STRUCTURE)	M3	50	2,000.00	100,000.00	980.00	49,000.00
73 (F)	510524	MINOR CONCRETE (SOUND WALL)	M3	3	2,000.00	6,000.00	800.00	2,400.00
74 (F)	511064	FRACTURED RIB TEXTURE	M2	64	120.00	7,680.00	95.00	6,080.00
75 (F)	518002	SOUND WALL (MASONRY BLOCK)	M2	762	300.00	228,600.00	145.00	110,490.00
76 (F)	520103	BAR REINFORCING STEEL (RETAINING WALL)	KG	5,853	3.00	17,559.00	1.60	9,364.80
77 (F)	560218	FURNISH SIGN STRUCTURE (TRUSS)	KG	17,900	15.00	268,500.00	10.00	179,000.00
78 (F)	560219	INSTALL SIGN STRUCTURE (TRUSS)	KG	17,900	1.20	21,480.00	0.30	5,370.00
79	560234	FURNISH LAMINATED PANEL SIGN (25.4 MM-TYPE A)	M2	34	250.00	8,500.00	140.00	4,760.00
80	560238	FURNISH SINGLE SHEET ALUMINUM SIGN (1.6 MM-UNFRAMED)	M2	24	100.00	2,400.00	85.00	2,040.00
81	560239	FURNISH SINGLE SHEET ALUMINUM SIGN (2.0 MM-UNFRAMED)	M2	15	100.00	1,500.00	90.00	1,350.00
82	560241	FURNISH SINGLE SHEET ALUMINUM SIGN (1.6 MM-FRAMED)	M2	4	250.00	1,000.00	95.00	380.00
83	560242	FURNISH SINGLE SHEET ALUMINUM SIGN (2.0 MM-FRAMED)	M2	4	300.00	1,200.00	100.00	400.00
84	561015	1524 MM CAST-IN-DRILLED-HOLE CONCRETE PILE (SIGN FOUNDATION)	M	14	3,500.00	49,000.00	1,900.00	26,600.00
85	566011	ROADSIDE SIGN - ONE POST	EA	40	400.00	16,000.00	200.00	8,000.00

Riverside County Transportation Department
Summary of Bids

PROJECT: SR60/Valley Way Reconstruction Project. From 1.2 KM West of Valley Way Undercrossing to Valley Way Undercrossing.

Advertised: September 1, 2009 (Agenda Item: 3.128)
Bids Open: 2 pm Date: Wednesday, September 30, 2009

PROJECT NO. B0-0491; CMESPLN - 5956 (187)

Base Bid (continued)				COUNTY'S ESTIMATE			POWELL CONSTRUCTORS Fontana, CA 92335	
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE
86	566012	ROADSIDE SIGN - TWO POST	EA	3	900.00	2,700.00	430.00	1,290.00
87	650069	450 MM REINFORCED CONCRETE PIPE	M	20	400.00	8,000.00	240.00	4,800.00
88	650075	600 MM REINFORCED CONCRETE PIPE	M	6	400.00	2,400.00	312.00	1,872.00
89	650077	750 MM REINFORCED CONCRETE PIPE	M	21	600.00	12,600.00	255.00	5,355.00
90	664015	450 MM CORRUGATED STEEL PIPE (2.01 MM THICK)	M	68	500.00	34,000.00	160.00	10,880.00
91	664020	600 MM CORRUGATED STEEL PIPE (2.01 MM THICK)	M	90	500.00	45,000.00	205.00	18,450.00
92	664043	1200 MM CORRUGATED STEEL PIPE (2.01 MM THICK)	M	3	1,000.00	3,000.00	505.00	1,515.00
93	705045	600 MM STEEL FLARED END SECTION	EA	2	800.00	1,600.00	275.00	550.00
94	707244	900 MM PRECAST CONCRETE PIPE MANHOLE	M	1	3,000.00	3,000.00	600.00	600.00
95	719589	MINOR CONCRETE (BACKFILL)	M3	7	180.00	1,260.00	111.00	777.00
96	721011	ROCK SLOPE PROTECTION (BACKING NO. 2, METHOD B)	M3	17	500.00	8,500.00	200.00	3,400.00
97	729010	ROCK SLOPE PROTECTION FABRIC	M2	62	30.00	1,860.00	2.00	124.00
98	731502	MINOR CONCRETE (MISCELLANEOUS CONSTRUCTION)	M3	50	700.00	35,000.00	275.00	13,750.00
99	731504	MINOR CONCRETE (CURB AND GUTTER)	M	580	100.00	58,000.00	67.00	38,860.00
100	731516	MINOR CONCRETE (DRIVEWAY)	M2	13	200.00	2,600.00	77.00	1,001.00
101	731517	MINOR CONCRETE (GUTTER)	M	53	300.00	15,900.00	71.00	3,763.00
102	731521	MINOR CONCRETE (SIDEWALK)	M2	500	50.00	25,000.00	35.00	17,500.00
103	731623	MINOR CONCRETE (CURB RAMP)	EA	11	2,000.00	22,000.00	700.00	7,700.00
104	731656	CURB RAMP DETECTABLE WARNING SURFACE	M2	5	1,200.00	6,000.00	215.00	1,075.00
105 (F)	750001	MISCELLANEOUS IRON AND STEEL	KG	2,153	6.00	12,918.00	3.00	6,459.00
106	800391	CHAIN LINK (TYLE CL-1.8)	M	510	65.00	33,150.00	40.00	20,400.00
107	820107	DELINEATOR (CLASS 1)	EA	34	60.00	2,040.00	35.00	1,190.00
108	831001	METAL BEAM GUARD RAILING	M	12	200.00	2,400.00	100.00	1,200.00
109 (F)	839568	TERMINAL ANCHOR ASSEMBLY (TYPE SFT)	EA	1	1,000.00	1,000.00	800.00	800.00
110	839585	ALTERNATIVE FLARED TERMINAL SYSTEM	EA	1	3,000.00	3,000.00	2,800.00	2,800.00
111 (F)	839521	CABLE RAILING	M	53	70.00	3,710.00	45.00	2,385.00
112	839701	CONCRETE BARRIER (TYPE 60)	M	6	400.00	2,400.00	345.00	2,070.00
113 (F)	839734	CONCRETE BARRIER (TYPE 736SV)	M	223	600.00	133,800.00	400.00	89,200.00
114	840515	THERMOPLASTIC PAVEMENT MARKING	M2	570	60.00	34,200.00	22.00	12,540.00
115	840561	100 MM THERMOPLASTIC TRAFFIC STRIPE	M	9,370	2.00	18,740.00	1.00	9,370.00
116	840563	200 MM THERMOPLASTIC TRAFFIC STRIPE [WHITE]	M	1,670	4.00	6,680.00	3.00	5,010.00
117	850101	PAVEMENT MARKER (NON-REFLECTIVE)	EA	1,930	5.00	9,650.00	2.00	3,860.00
118	850111	PAVEMENT MARKER (RETROREFLECTIVE)	EA	1,470	6.00	8,820.00	4.00	5,880.00
119	860460	LIGHTING AND ILLUMINATION	LS	1	248,000.00	248,000.00	128,000.00	128,000.00
120	860201	SIGNAL AND LIGTHING [MISSION BLVD/BYRNE ROAD]	LS	1	237,000.00	237,000.00	130,000.00	130,000.00
121	860201	SIGNAL AND LIGHTING [MISSION BLVD/VALLEY WAY]	LS	1	249,000.00	249,000.00	130,000.00	130,000.00
122	000003	TRAFFIC SIGNAL CONTROLLER ASSEMBLY (CONTRACTOR FURNISHED, MANDATORY EQUIPMENT SOURCE)	FA	1	8,000.00	8,000.00	8,000.00	8,000.00
123	860703	INTERCONNECTION CONDUIT AND CABLE	LS	1	158,000.00	158,000.00	65,000.00	65,000.00
124	860799	BATTERY BACKUP SYSTEM [CONTRACTOR FURNISHED, MANDATORY EQUIPMENT SOURCE]	FA	1	3,000.00	3,000.00	3,000.00	3,000.00
125	999990	MOBILIZATION	LS	1	530,659.00	530,659.00	45,000.00	45,000.00
126	019901	DE-MOBILIZATION	LS	1	265,329.00	265,329.00	265,329.00	265,329.00
		TOTAL ITEMS 1-126				**6,102,575.00**		**3,095,174.80**

Riverside County Transportation Department
Summary of Bids

PROJECT: SR60/Valley Way Reconstruction Project. From 1.2 KM West of Valley Way Undercrossing to Valley Way Undercrossing.

Advertised: September 1, 2009 (Agenda Item: 3.128)
Bids Open: 2 pm Date: Wednesday, September 30, 2009

PROJECT NO. B0-0491; CMESPLN - 5956 (187)

					ORTIZ ENTERPRISES INCORPORATED Irvine, CA 92618		RIVERSIDE CONSTRUCTION COMPANY, INC. Riverside, CA 92502	
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	010601	OBTAIN ENCROACHMENT PERMIT	FA	1	10,000.00	10,000.00	10,000.00	10,000.00
2	066015	FEDERAL TRAINEE PROGRAM	FA	1	5,000.00	5,000.00	5,000.00	5,000.00
3	066102	DUST ABATEMENT	LS	1	10,000.00	10,000.00	3,300.00	3,300.00
4	066105	RESIDENT ENGINEERS OFFICE	LS	1	25,000.00	25,000.00	38,000.00	38,000.00
5	070012	PROGRESS SCHEDULE (CRITICAL PATH METHOD)	LS	1	4,000.00	4,000.00	500.00	500.00
6	071322	TEMPORARY FENCE (TYLE CL-1.8)	M	62	19.00	1,178.00	19.00	1,178.00
7	074016	CONSTRUCTION SITE MANAGEMENT	LS	1	6,000.00	6,000.00	15,000.00	15,000.00
8	074019	PREPARE STORM WATER POLLUTION PREVENTION PLAN	LS	1	15,000.00	15,000.00	1,500.00	1,500.00
9	074028	TEMPORARY FIBER ROLL	M	760	6.00	4,560.00	13.25	10,070.00
10	074029	TEMPORARY SILT FENCE	M	580	4.00	2,320.00	20.00	11,600.00
11	074032	TEMPORARY CONCRETE WASHOUT FACILITY	EA	1	1,200.00	1,200.00	4,800.00	4,800.00
12	074033	TEMPORARY CONSTRUCTION ENTRANCE	EA	2	1,100.00	2,200.00	1,900.00	3,800.00
13	074034	TEMPORARY COVER	M2	250	5.00	1,250.00	4.30	1,075.00
14	074035	TEMPORARY CHECK DAM	M	180	20.00	3,600.00	15.00	2,700.00
15	074038	TEMPORARY DRAINAGE INLET PROTECTION	EA	5	200.00	1,000.00	140.00	700.00
16	074041	STREET SWEEPING	LS	1	10,000.00	10,000.00	20,000.00	20,000.00
17	120090	CONSTRUCTION AREA SIGNS	LS	1	11,600.00	11,600.00	14,500.00	14,500.00
18	120100	TRAFFIC CONTROL SYSTEM	LS	1	10,000.00	10,000.00	30,000.00	30,000.00
19	120149	TEMPORARY PAVEMENT MARKING (PAINT)	M2	12	62.00	744.00	20.00	240.00
20	120159	TEMPORARY TRAFFIC STRIPE (PAINT)	M	2,230	1.20	2,676.00	2.00	4,460.00
21	120300	TEMPORARY PAVEMENT MARKER	EA	95	9.00	855.00	10.00	950.00
22	128650	PORTABLE CHANGEABLE MESSAGE SIGN	LS	1	9,000.00	9,000.00	19,000.00	19,000.00
23	129000	TEMPORARY RAILING (TYPE K)	M	2,020	5.00	10,100.00	24.50	49,490.00
24	129100	TEMPORARY CRASH CUSHION MODULE	EA	50	160.00	8,000.00	231.00	11,550.00
25	129150	TEMPORARY TRAFFIC SCREEN	M	2,020	7.00	14,140.00	8.00	16,160.00
26	150606	REMOVE FENCE (TYPE BW)	M	160	6.00	960.00	6.50	1,040.00
27	150608	REMOVE CHAIN LINK FENCE	M	500	11.00	5,500.00	10.50	5,250.00
28	150710	REMOVE TRAFFIC STRIPE	M	3,230	1.20	3,876.00	1.00	3,230.00
29	150722	REMOVE PAVEMENT MARKER	EA	370	2.00	740.00	0.50	185.00
30	150742	REMOVE ROADSIDE SIGN	EA	30	140.00	4,200.00	160.00	4,800.00
31	150760	REMOVE SIGN STRUCTURE	EA	1	3,600.00	3,600.00	2,000.00	2,000.00
32	150805	REMOVE CULVERT	M	50	300.00	15,000.00	40.00	2,000.00
33	150820	REMOVE INLET	EA	2	850.00	1,700.00	950.00	1,900.00
34	150821	REMOVE HEADWALL	EA	6	1,200.00	7,200.00	775.00	4,650.00
35	150827	REMOVE CATCH BASIN	EA	1	1,600.00	1,600.00	620.00	620.00
36	150828	REMOVE JUNCTION BOX	EA	2	1,200.00	2,400.00	500.00	1,000.00
37	150829	REMOVE RETAINING WALL [MASONRY WALL]	M	110	155.00	17,050.00	125.00	13,750.00
38	150846	REMOVE CONCRETE PAVEMENT	M2	1,020	22.00	22,440.00	26.50	27,030.00
39	150860	REMOVE BASE AND SURFACING	M3	2,900	4.00	11,600.00	31.00	89,900.00
40	152355	REMOVE IRRIGATION CONTROLLER	EA	1	5,000.00	5,000.00	3,500.00	3,500.00
41	152390	RELOCATE ROADSIDE SIGN	EA	9	225.00	2,025.00	200.00	1,800.00

Riverside County Transportation Department
Summary of Bids

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PROJECT NO. B0-0491; CMESPLN - 5956 (187)

Base Bid (continued)					ORTIZ ENTERPRISES INCORPORATED Irvine, CA 92618		RIVERSIDE CONSTRUCTION COMPANY, INC. Riverside, CA 92502	
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
42	153154	COLD PLANE ASPHALT CONCRETE PAVEMENT (60 MM MAXIMUM)	M2	1,760	5.00	8,800.00	5.30	9,328.00
43	153215	REMOVE CONCRETE (CURB AND GUTTER)	M	740	12.00	8,880.00	17.00	12,580.00
44	153218	REMOVE CONCRETE SIDEWALK	M2	29	35.00	1,015.00	105.00	3,045.00
45	153220	REMOVE CONCRETE (CHANNEL)	EA	1	3,000.00	3,000.00	5,400.00	5,400.00
46	153246	REMOVE CONCRETE (MISCELLANEOUS)	M3	11	230.00	2,530.00	385.00	4,235.00
47	160101	CLEARING AND GRUBBING	LS	1	80,000.00	80,000.00	80,000.00	80,000.00
28	170101	DEVELOP WATER SUPPLY	LS	1	15,000.00	15,000.00	15,000.00	15,000.00
49	190101	ROADWAY EXCAVATION	M3	12,100	10.00	121,000.00	11.00	133,100.00
50	192037	STRUCTURE EXCAVATION (RETAINING WALL)	M3	380	150.00	57,000.00	16.00	6,080.00
51	193013	STRUCTURE BACKFILL (RETAINING WALL)	M3	280	20.00	5,600.00	22.00	6,160.00
52 (F)	193031	PERVIOUS BACKFILL MATERIAL (RETAINING WALL)	M3	21	90.00	1,890.00	296.00	6,216.00
53	200114	ROCK BLANKET	M2	1,360	40.00	54,400.00	122.00	165,920.00
54	203016	EROSION CONTROL (TYPE D)	M2	10,900	0.50	5,450.00	0.80	8,720.00
55	204096	MAINTAIN EXISTING PLANTED AREAS	LS	1	10,000.00	10,000.00	10,500.00	10,500.00
56	206401	MAINTAIN EXISTING IRRIGATION FACILITIES	LS	1	12,100.00	12,100.00	12,100.00	12,100.00
57	208733	300 MM CORRUGATED HIGH DENSITY POLYETHYLENE PIPE CONDUIT	M	28	46.00	1,288.00	101.00	2,828.00
58	220101	FINISHING ROADWAY	LS	1	1,700.00	1,700.00	19,500.00	19,500.00
59	250201	CLASS 2 AGGREGATE SUBBASE	M3	1,580	12.00	18,960.00	41.00	64,780.00
60	260201	CLASS 2 AGGREGATE BASE	M3	2,150	20.00	43,000.00	26.50	56,975.00
61	280000	LEAN CONCRETE BASE	M3	430	150.00	64,500.00	203.00	87,290.00
62	390132	HOT ASPHALT MIX (TYPE A)	TONN	3,200	84.00	268,800.00	86.25	276,000.00
63	394076	PLACE HOT MIX ASPHALT DIKE (TYPE E)	M	830	4.00	3,320.00	5.50	4,565.00
64	394090	PLACE HOT MIX ASPHALT (MISCELLANEOUS AREA)	M2	510	28.00	14,280.00	14.00	7,140.00
65	401000	CONCRETE PAVEMENT	M3	580	186.00	107,880.00	310.00	179,800.00
66	401066	CONCRETE PAVEMENT (RAMP TERMINI)	M3	190	325.00	61,750.00	318.00	60,420.00
67	404092	SEAL PAVEMENT JOINT	M	800	18.00	14,400.00	20.00	16,000.00
68	404094	SEAL LONGITUDINAL ISOLATION JOINT	M	410	29.00	11,890.00	30.00	12,300.00
69	490657	600 MM CAST-IN-DRILLED-HOLE CONCRETE PILING	M	14	360.00	5,040.00	353.00	4,942.00
70	498024	400 MM CAST-IN-DRILLED-HOLE CONCRETE PILING (BARRIER)	M	770	100.00	77,000.00	121.00	93,170.00
71 (F)	510060	STRUCTURAL CONCRETE, RETAINING WALL	M3	84	400.00	33,600.00	872.00	73,248.00
72 (F)	510502	MINOR CONCRETE (MINOR STRUCTURE)	M3	50	1,000.00	50,000.00	1,450.00	72,500.00
73 (F)	510524	MINOR CONCRETE (SOUND WALL)	M3	3	1,200.00	3,600.00	1,200.00	3,600.00
74 (F)	511064	FRACTURED RIB TEXTURE	M2	64	200.00	12,800.00	362.00	23,168.00
75 (F)	518002	SOUND WALL (MASONRY BLOCK)	M2	762	130.00	99,060.00	157.00	119,634.00
76 (F)	520103	BAR REINFORCING STEEL (RETAINING WALL)	KG	5,853	2.00	11,706.00	1.36	7,960.08
77 (F)	560218	FURNISH SIGN STRUCTURE (TRUSS)	KG	17,900	8.50	152,150.00	11.00	196,900.00
78 (F)	560219	INSTALL SIGN STRUCTURE (TRUSS)	KG	17,900	1.75	31,325.00	0.30	5,370.00
79	560234	FURNISH LAMINATED PANEL SIGN (25.4 MM-TYPE A)	M2	34	175.00	5,950.00	215.00	7,310.00
80	560238	FURNISH SINGLE SHEET ALUMINUM SIGN (1.6 MM-UNFRAMED)	M2	24	95.00	2,280.00	120.00	2,880.00
81	560239	FURNISH SINGLE SHEET ALUMINUM SIGN (2.0 MM-UNFRAMED)	M2	15	105.00	1,575.00	130.00	1,950.00
82	560241	FURNISH SINGLE SHEET ALUMINUM SIGN (1.6 MM-FRAMED)	M2	4	94.00	376.00	150.00	600.00
83	560242	FURNISH SINGLE SHEET ALUMINUM SIGN (2.0 MM-FRAMED)	M2	4	98.00	392.00	160.00	640.00
84	561015	1524 MM CAST-IN-DRILLED-HOLE CONCRETE PILE (SIGN FOUNDATION)	M	14	1,675.00	23,450.00	3,000.00	42,000.00
85	566011	ROADSIDE SIGN - ONE POST	EA	40	280.00	11,200.00	175.00	7,000.00

Riverside County Transportation Department
Summary of Bids

PROJECT: SR60/Valley Way Reconstruction Project. From 1.2 KM West of Valley Way Undercrossing to Valley Way Undercrossing.

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PROJECT NO. B0-0491; CMESPLN - 5956 (187)

Base Bid (continued)					ORTIZ ENTERPRISES INCORPORATED Irvine, CA 92618		RIVERSIDE CONSTRUCTION COMPANY, INC. Riverside, CA 92502	
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
86	566012	ROADSIDE SIGN - TWO POST	EA	3	540.00	1,620.00	450.00	1,350.00
87	650069	450 MM REINFORCED CONCRETE PIPE	M	20	185.00	3,700.00	200.00	4,000.00
88	650075	600 MM REINFORCED CONCRETE PIPE	M	6	240.00	1,440.00	213.00	1,278.00
89	650077	750 MM REINFORCED CONCRETE PIPE	M	21	290.00	6,090.00	252.00	5,292.00
90	664015	450 MM CORRUGATED STEEL PIPE (2.01 MM THICK)	M	68	260.00	17,680.00	296.00	20,128.00
91	664020	600 MM CORRUGATED STEEL PIPE (2.01 MM THICK)	M	90	280.00	25,200.00	266.00	23,940.00
92	664043	1200 MM CORRUGATED STEEL PIPE (2.01 MM THICK)	M	3	800.00	2,400.00	606.00	1,818.00
93	705045	600 MM STEEL FLARED END SECTION	EA	2	850.00	1,700.00	613.00	1,226.00
94	707244	900 MM PRECAST CONCRETE PIPE MANHOLE	M	1	6,000.00	6,000.00	712.00	712.00
95	719589	MINOR CONCRETE (BACKFILL)	M3	7	160.00	1,120.00	196.00	1,372.00
96	721011	ROCK SLOPE PROTECTION (BACKING NO. 2, METHOD B)	M3	17	90.00	1,530.00	213.00	3,621.00
97	729010	ROCK SLOPE PROTECTION FABRIC	M2	62	9.00	558.00	11.00	682.00
98	731502	MINOR CONCRETE (MISCELLANEOUS CONSTRUCTION)	M3	50	390.00	19,500.00	266.00	13,300.00
99	731504	MINOR CONCRETE (CURB AND GUTTER)	M	580	65.00	37,700.00	55.00	31,900.00
100	731516	MINOR CONCRETE (DRIVEWAY)	M2	13	67.00	871.00	203.00	2,639.00
101	731517	MINOR CONCRETE (GUTTER)	M	53	115.00	6,095.00	117.00	6,201.00
102	731521	MINOR CONCRETE (SIDEWALK)	M2	500	45.00	22,500.00	38.00	19,000.00
103	731623	MINOR CONCRETE (CURB RAMP)	EA	11	1,950.00	21,450.00	794.00	8,734.00
104	731656	CURB RAMP DETECTABLE WARNING SURFACE	M2	5	760.00	3,800.00	1.00	5.00
105 (F)	750001	MISCELLANEOUS IRON AND STEEL	KG	2,153	4.00	8,612.00	2.75	5,920.75
106	800391	CHAIN LINK (TYLE CL-1.8)	M	510	54.00	27,540.00	54.00	27,540.00
107	820107	DELINEATOR (CLASS 1)	EA	34	45.00	1,530.00	45.00	1,530.00
108	831001	METAL BEAM GUARD RAILING	M	12	106.00	1,272.00	106.00	1,272.00
109 (F)	839568	TERMINAL ANCHOR ASSEMBLY (TYPE SFT)	EA	1	820.00	820.00	820.00	820.00
110	839585	ALTERNATIVE FLARED TERMINAL SYSTEM	EA	1	2,450.00	2,450.00	2,450.00	2,450.00
111 (F)	839521	CABLE RAILING	M	53	52.00	2,756.00	52.00	2,756.00
112	839701	CONCRETE BARRIER (TYPE 60)	M	6	200.00	1,200.00	508.00	3,048.00
113 (F)	839734	CONCRETE BARRIER (TYPE 736SV)	M	223	400.00	89,200.00	377.00	84,071.00
114	840515	THERMOPLASTIC PAVEMENT MARKING	M2	570	20.00	11,400.00	28.00	15,960.00
115	840561	100 MM THERMOPLASTIC TRAFFIC STRIPE	M	9,370	1.00	9,370.00	1.00	9,370.00
116	840563	200 MM THERMOPLASTIC TRAFFIC STRIPE [WHITE]	M	1,670	1.00	1,670.00	1.25	2,087.50
117	850101	PAVEMENT MARKER (NON-REFLECTIVE)	EA	1,930	1.00	1,930.00	1.10	2,123.00
118	850111	PAVEMENT MARKER (RETROREFLECTIVE)	EA	1,470	3.00	4,410.00	2.30	3,381.00
119	860460	LIGHTING AND ILLUMINATION	LS	1	90,000.00	90,000.00	100,000.00	100,000.00
120	860201	SIGNAL AND LIGTHING [MISSION BLVD/BYRNE ROAD]	LS	1	90,000.00	90,000.00	100,000.00	100,000.00
121	860201	SIGNAL AND LIGHTING [MISSION BLVD/VALLEY WAY]	LS	1	95,000.00	95,000.00	100,000.00	100,000.00
122	000003	TRAFFIC SIGNAL CONTROLLER ASSEMBLY (CONTRACTOR FURNISHED, MANDATORY EQUIPMENT SOURCE)	FA	1	8,000.00	8,000.00	8,000.00	8,000.00
123	860703	INTERCONNECTION CONDUIT AND CABLE	LS	1	50,000.00	50,000.00	68,000.00	68,000.00
124	860799	BATTERY BACKUP SYSTEM [CONTRACTOR FURNISHED, MANDATORY EQUIPMENT SOURCE]	FA	1	3,000.00	3,000.00	3,000.00	3,000.00
125	999990	MOBILIZATION	LS	1	550,000.00	550,000.00	50,000.00	50,000.00
126	019901	DE-MOBILIZATION	LS	1	265,329.00	265,329.00	265,329.00	265,329.00
		TOTAL ITEMS 1-126				**3,290,694.00**		**3,370,938.33**

Riverside County Transportation Department
Summary of Bids

PROJECT: SR60/Valley Way Reconstruction Project. From 1.2 KM West of Valley Way Undercrossing to Valley Way Undercrossing.

Advertised: September 1, 2009 (Agenda Item: 3.128)
Bids Open: 2 pm Date: Wednesday, September 30, 2009

PROJECT NO. B0-0491; CMESPLN - 5956 (187)

					GRIFFITH COMPANY Santa Ana, CA 92704		J. MCLOUGHLIN ENGINEERING CO., INC. Rancho Cucamonga, CA 91730	
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	010601	OBTAIN ENCROACHMENT PERMIT	FA	1	10,000.00	10,000.00	10,000.00	10,000.00
2	066015	FEDERAL TRAINEE PROGRAM	FA	1	5,000.00	5,000.00	5,000.00	5,000.00
3	066102	DUST ABATEMENT	LS	1	5,000.00	5,000.00	8,000.00	8,000.00
4	066105	RESIDENT ENGINEERS OFFICE	LS	1	5,000.00	5,000.00	9,800.00	9,800.00
5	070012	PROGRESS SCHEDULE (CRITICAL PATH METHOD)	LS	1	2,500.00	2,500.00	5,000.00	5,000.00
6	071322	TEMPORARY FENCE (TYLE CL-1.8)	M	62	22.00	1,364.00	21.00	1,302.00
7	074016	CONSTRUCTION SITE MANAGEMENT	LS	1	5,000.00	5,000.00	11,000.00	11,000.00
8	074019	PREPARE STORM WATER POLLUTION PREVENTION PLAN	LS	1	5,000.00	5,000.00	3,300.00	3,300.00
9	074028	TEMPORARY FIBER ROLL	M	760	8.00	6,080.00	9.00	6,840.00
10	074029	TEMPORARY SILT FENCE	M	580	4.50	2,610.00	9.00	5,220.00
11	074032	TEMPORARY CONCRETE WASHOUT FACILITY	EA	1	725.00	725.00	2,700.00	2,700.00
12	074033	TEMPORARY CONSTRUCTION ENTRANCE	EA	2	5,000.00	10,000.00	5,500.00	11,000.00
13	074034	TEMPORARY COVER	M2	250	7.00	1,750.00	15.00	3,750.00
14	074035	TEMPORARY CHECK DAM	M	180	7.00	1,260.00	22.00	3,960.00
15	074038	TEMPORARY DRAINAGE INLET PROTECTION	EA	5	100.00	500.00	550.00	2,750.00
16	074041	STREET SWEEPING	LS	1	2,500.00	2,500.00	5,000.00	5,000.00
17	120090	CONSTRUCTION AREA SIGNS	LS	1	15,000.00	15,000.00	7,600.00	7,600.00
18	120100	TRAFFIC CONTROL SYSTEM	LS	1	10,000.00	10,000.00	30,000.00	30,000.00
19	120149	TEMPORARY PAVEMENT MARKING (PAINT)	M2	12	115.00	1,380.00	16.00	192.00
20	120159	TEMPORARY TRAFFIC STRIPE (PAINT)	M	2,230	5.75	12,822.50	0.42	936.60
21	120300	TEMPORARY PAVEMENT MARKER	EA	95	5.75	546.25	2.60	247.00
22	128650	PORTABLE CHANGEABLE MESSAGE SIGN	LS	1	5,000.00	5,000.00	5,000.00	5,000.00
23	129000	TEMPORARY RAILING (TYPE K)	M	2,020	30.00	60,600.00	31.50	63,630.00
24	129100	TEMPORARY CRASH CUSHION MODULE	EA	50	250.00	12,500.00	220.00	11,000.00
25	129150	TEMPORARY TRAFFIC SCREEN	M	2,020	12.50	25,250.00	10.00	20,200.00
26	150606	REMOVE FENCE (TYPE BW)	M	160	8.00	1,280.00	7.00	1,120.00
27	150608	REMOVE CHAIN LINK FENCE	M	500	12.00	6,000.00	11.40	5,700.00
28	150710	REMOVE TRAFFIC STRIPE	M	3,230	3.00	9,690.00	2.10	6,783.00
29	150722	REMOVE PAVEMENT MARKER	EA	370	1.25	462.50	1.10	407.00
30	150742	REMOVE ROADSIDE SIGN	EA	30	145.00	4,350.00	55.00	1,650.00
31	150760	REMOVE SIGN STRUCTURE	EA	1	2,500.00	2,500.00	2,100.00	2,100.00
32	150805	REMOVE CULVERT	M	50	75.00	3,750.00	91.00	4,550.00
33	150820	REMOVE INLET	EA	2	2,000.00	4,000.00	1,670.00	3,340.00
34	150821	REMOVE HEADWALL	EA	6	2,000.00	12,000.00	560.00	3,360.00
35	150827	REMOVE CATCH BASIN	EA	1	2,000.00	2,000.00	1,070.00	1,070.00
36	150828	REMOVE JUNCTION BOX	EA	2	2,000.00	4,000.00	860.00	1,720.00
37	150829	REMOVE RETAINING WALL [MASONRY WALL]	M	110	95.00	10,450.00	55.00	6,050.00
38	150846	REMOVE CONCRETE PAVEMENT	M2	1,020	15.00	15,300.00	12.00	12,240.00
39	150860	REMOVE BASE AND SURFACING	M3	2,900	4.00	11,600.00	31.00	89,900.00
40	152355	REMOVE IRRIGATION CONTROLLER	EA	1	5,000.00	5,000.00	525.00	525.00
41	152390	RELOCATE ROADSIDE SIGN	EA	9	225.00	2,025.00	220.00	1,980.00

Riverside County Transportation Department
Summary of Bids

PROJECT: SR60/Valley Way Reconstruction Project. From 1.2 KM West of Valley Way Undercrossing to Valley Way Undercrossing.

Advertised: September 1, 2009 (Agenda Item: 3.128)
Bids Open: 2 pm Date: Wednesday, September 30, 2009

PROJECT NO. B0-0491; CMESPLN - 5956 (187)

Base Bid (continued)					GRIFFITH COMPANY Santa Ana, CA 92704		J. MCLOUGHLIN ENGINEERING CO., INC. Rancho Cucamonga, CA 91730	
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
42	153154	COLD PLANE ASPHALT CONCRETE PAVEMENT (60 MM MAXIMUM)	M2	1,760	6.75	11,880.00	5.35	9,416.00
43	153215	REMOVE CONCRETE (CURB AND GUTTER)	M	740	35.00	25,900.00	16.00	11,840.00
44	153218	REMOVE CONCRETE SIDEWALK	M2	29	20.00	580.00	22.00	638.00
45	153220	REMOVE CONCRETE (CHANNEL)	EA	1	2,000.00	2,000.00	11,000.00	11,000.00
46	153246	REMOVE CONCRETE (MISCELLANEOUS)	M3	11	175.00	1,925.00	32.00	352.00
47	160101	CLEARING AND GRUBBING	LS	1	80,000.00	80,000.00	32,000.00	32,000.00
28	170101	DEVELOP WATER SUPPLY	LS	1	15,000.00	15,000.00	4,500.00	4,500.00
49	190101	ROADWAY EXCAVATION	M3	12,100	7.00	84,700.00	21.00	254,100.00
50	192037	STRUCTURE EXCAVATION (RETAINING WALL)	M3	380	93.00	35,340.00	27.00	10,260.00
51	193013	STRUCTURE BACKFILL (RETAINING WALL)	M3	280	55.00	15,400.00	41.00	11,480.00
52 (F)	193031	PERVIOUS BACKFILL MATERIAL (RETAINING WALL)	M3	21	250.00	5,250.00	165.00	3,465.00
53	200114	ROCK BLANKET	M2	1,360	90.00	122,400.00	90.00	122,400.00
54	203016	EROSION CONTROL (TYPE D)	M2	10,900	0.80	8,720.00	0.70	7,630.00
55	204096	MAINTAIN EXISTING PLANTED AREAS	LS	1	5,000.00	5,000.00	4,000.00	4,000.00
56	206401	MAINTAIN EXISTING IRRIGATION FACILITIES	LS	1	2,000.00	2,000.00	4,000.00	4,000.00
57	208733	300 MM CORRUGATED HIGH DENSITY POLYETHYLENE PIPE CONDUIT	M	28	400.00	11,200.00	650.00	18,200.00
58	220101	FINISHING ROADWAY	LS	1	2,500.00	2,500.00	20,000.00	20,000.00
59	250201	CLASS 2 AGGREGATE SUBBASE	M3	1,580	23.50	37,130.00	40.00	63,200.00
60	260201	CLASS 2 AGGREGATE BASE	M3	2,150	22.00	47,300.00	40.00	86,000.00
61	280000	LEAN CONCRETE BASE	M3	430	165.00	70,950.00	225.00	96,750.00
62	390132	HOT ASPHALT MIX (TYPE A)	TONN	3,200	100.00	320,000.00	92.00	294,400.00
63	394076	PLACE HOT MIX ASPHALT DIKE (TYPE E)	M	830	10.00	8,300.00	9.00	7,470.00
64	394090	PLACE HOT MIX ASPHALT (MISCELLANEOUS AREA)	M2	510	35.00	17,850.00	30.00	15,300.00
65	401000	CONCRETE PAVEMENT	M3	580	300.00	174,000.00	250.00	145,000.00
66	401066	CONCRETE PAVEMENT (RAMP TERMINI)	M3	190	300.00	57,000.00	250.00	47,500.00
67	404092	SEAL PAVEMENT JOINT	M	800	21.00	16,800.00	6.00	4,800.00
68	404094	SEAL LONGITUDINAL ISOLATION JOINT	M	410	34.00	13,940.00	6.50	2,665.00
69	490657	600 MM CAST-IN-DRILLED-HOLE CONCRETE PILING	M	14	725.00	10,150.00	530.00	7,420.00
70	498024	400 MM CAST-IN-DRILLED-HOLE CONCRETE PILING (BARRIER)	M	770	180.00	138,600.00	140.00	107,800.00
71 (F)	510060	STRUCTURAL CONCRETE, RETAINING WALL	M3	84	825.00	69,300.00	1,580.00	132,720.00
72 (F)	510502	MINOR CONCRETE (MINOR STRUCTURE)	M3	50	1,400.00	70,000.00	1,575.00	78,750.00
73 (F)	510524	MINOR CONCRETE (SOUND WALL)	M3	3	1,200.00	3,600.00	690.00	2,070.00
74 (F)	511064	FRACTURED RIB TEXTURE	M2	64	255.00	16,320.00	470.00	30,080.00
75 (F)	518002	SOUND WALL (MASONRY BLOCK)	M2	762	150.00	114,300.00	160.00	121,920.00
76 (F)	520103	BAR REINFORCING STEEL (RETAINING WALL)	KG	5,853	3.75	21,948.75	1.60	9,364.80
77 (F)	560218	FURNISH SIGN STRUCTURE (TRUSS)	KG	17,900	11.00	196,900.00	11.25	201,375.00
78 (F)	560219	INSTALL SIGN STRUCTURE (TRUSS)	KG	17,900	0.30	5,370.00	0.32	5,728.00
79	560234	FURNISH LAMINATED PANEL SIGN (25.4 MM-TYPE A)	M2	34	200.00	6,800.00	230.00	7,820.00
80	560238	FURNISH SINGLE SHEET ALUMINUM SIGN (1.6 MM-UNFRAMED)	M2	24	90.00	2,160.00	125.00	3,000.00
81	560239	FURNISH SINGLE SHEET ALUMINUM SIGN (2.0 MM-UNFRAMED)	M2	15	100.00	1,500.00	135.00	2,025.00
82	560241	FURNISH SINGLE SHEET ALUMINUM SIGN (1.6 MM-FRAMED)	M2	4	110.00	440.00	155.00	620.00
83	560242	FURNISH SINGLE SHEET ALUMINUM SIGN (2.0 MM-FRAMED)	M2	4	120.00	480.00	165.00	660.00
84	561015	1524 MM CAST-IN-DRILLED-HOLE CONCRETE PILE (SIGN FOUNDATION)	M	14	3,000.00	42,000.00	3,100.00	43,400.00
85	566011	ROADSIDE SIGN - ONE POST	EA	40	290.00	11,600.00	180.00	7,200.00

Riverside County Transportation Department
Summary of Bids

PROJECT: SR60/Valley Way Reconstruction Project. From 1.2 KM West of Valley Way Undercrossing to Valley Way Undercrossing.

Advertised: September 1, 2009 (Agenda Item: 3.128)
Bids Open: 2 pm Date: Wednesday, September 30, 2009

PROJECT NO. B0-0491; CMESPLN - 5956 (187)

Base Bid (continued)					GRIFFITH COMPANY Santa Ana, CA 92704		J. MCLOUGHLIN ENGINEERING CO., INC. Rancho Cucamonga, CA 91730	
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
86	566012	ROADSIDE SIGN - TWO POST	EA	3	540.00	1,620.00	460.00	1,380.00
87	650069	450 MM REINFORCED CONCRETE PIPE	M	20	400.00	8,000.00	400.00	8,000.00
88	650075	600 MM REINFORCED CONCRETE PIPE	M	6	400.00	2,400.00	675.00	4,050.00
89	650077	750 MM REINFORCED CONCRETE PIPE	M	21	400.00	8,400.00	440.00	9,240.00
90	664015	450 MM CORRUGATED STEEL PIPE (2.01 MM THICK)	M	68	275.00	18,700.00	186.00	12,648.00
91	664020	600 MM CORRUGATED STEEL PIPE (2.01 MM THICK)	M	90	275.00	24,750.00	170.00	15,300.00
92	664043	1200 MM CORRUGATED STEEL PIPE (2.01 MM THICK)	M	3	675.00	2,025.00	750.00	2,250.00
93	705045	600 MM STEEL FLARED END SECTION	EA	2	800.00	1,600.00	1,135.00	2,270.00
94	707244	900 MM PRECAST CONCRETE PIPE MANHOLE	M	1	2,200.00	2,200.00	5,190.00	5,190.00
95	719589	MINOR CONCRETE (BACKFILL)	M3	7	235.00	1,645.00	225.00	1,575.00
96	721011	ROCK SLOPE PROTECTION (BACKING NO. 2, METHOD B)	M3	17	320.00	5,440.00	365.00	6,205.00
97	729010	ROCK SLOPE PROTECTION FABRIC	M2	62	35.00	2,170.00	25.00	1,550.00
98	731502	MINOR CONCRETE (MISCELLANEOUS CONSTRUCTION)	M3	50	360.00	18,000.00	280.00	14,000.00
99	731504	MINOR CONCRETE (CURB AND GUTTER)	M	580	62.00	35,960.00	46.00	26,680.00
100	731516	MINOR CONCRETE (DRIVEWAY)	M2	13	63.00	819.00	475.00	6,175.00
101	731517	MINOR CONCRETE (GUTTER)	M	53	155.00	8,215.00	270.00	14,310.00
102	731521	MINOR CONCRETE (SIDEWALK)	M2	500	44.00	22,000.00	47.00	23,500.00
103	731623	MINOR CONCRETE (CURB RAMP)	EA	11	800.00	8,800.00	1,325.00	14,575.00
104	731656	CURB RAMP DETECTABLE WARNING SURFACE	M2	5	900.00	4,500.00	750.00	3,750.00
105 (F)	750001	MISCELLANEOUS IRON AND STEEL	KG	2,153	3.50	7,535.50	4.50	9,688.50
106	800391	CHAIN LINK (TYLE CL-1.8)	M	510	56.00	28,560.00	59.00	30,090.00
107	820107	DELINEATOR (CLASS 1)	EA	34	95.00	3,230.00	49.00	1,666.00
108	831001	METAL BEAM GUARD RAILING	M	12	112.00	1,344.00	115.00	1,380.00
109 (F)	839568	TERMINAL ANCHOR ASSEMBLY (TYPE SFT)	EA	1	900.00	900.00	850.00	850.00
110	839585	ALTERNATIVE FLARED TERMINAL SYSTEM	EA	1	2,600.00	2,600.00	2,500.00	2,500.00
111 (F)	839521	CABLE RAILING	M	53	57.00	3,021.00	54.00	2,862.00
112	839701	CONCRETE BARRIER (TYPE 60)	M	6	425.00	2,550.00	390.00	2,340.00
113 (F)	839734	CONCRETE BARRIER (TYPE 736SV)	M	223	590.00	131,570.00	250.00	55,750.00
114	840515	THERMOPLASTIC PAVEMENT MARKING	M2	570	29.50	16,815.00	19.50	11,115.00
115	840561	100 MM THERMOPLASTIC TRAFFIC STRIPE	M	9,370	1.60	14,992.00	0.90	8,433.00
116	840563	200 MM THERMOPLASTIC TRAFFIC STRIPE [WHITE]	M	1,670	3.60	6,012.00	1.10	1,837.00
117	850101	PAVEMENT MARKER (NON-REFLECTIVE)	EA	1,930	1.45	2,798.50	1.10	2,123.00
118	850111	PAVEMENT MARKER (RETROREFLECTIVE)	EA	1,470	3.20	4,704.00	2.15	3,160.50
119	860460	LIGHTING AND ILLUMINATION	LS	1	77,000.00	77,000.00	140,000.00	140,000.00
120	860201	SIGNAL AND LIGTHING [MISSION BLVD/BYRNE ROAD]	LS	1	75,000.00	75,000.00	125,000.00	125,000.00
121	860201	SIGNAL AND LIGHTING [MISSION BLVD/VALLEY WAY]	LS	1	65,000.00	65,000.00	138,000.00	138,000.00
122	000003	TRAFFIC SIGNAL CONTROLLER ASSEMBLY (CONTRACTOR FURNISHED, MANDATORY EQUIPMENT SOURCE)	FA	1	8,000.00	8,000.00	8,000.00	8,000.00
123	860703	INTERCONNECTION CONDUIT AND CABLE	LS	1	40,000.00	40,000.00	95,000.00	95,000.00
124	860799	BATTERY BACKUP SYSTEM [CONTRACTOR FURNISHED, MANDATORY EQUIPMENT SOURCE]	FA	1	3,000.00	3,000.00	3,000.00	3,000.00
125	999990	MOBILIZATION	LS	1	355,000.00	355,000.00	40,000.00	40,000.00
126	019901	DE-MOBILIZATION	LS	1	265,329.00	265,329.00	265,329.00	265,329.00
		TOTAL ITEMS 1-126				**3,498,534.00**		**3,547,013.40**

Riverside County Transportation Department
Summary of Bids

PROJECT: SR60/Valley Way Reconstruction Project. From 1.2 KM West of Valley Way Undercrossing to Valley Way Undercrossing.

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PROJECT NO. B0-0491; CMESPLN - 5956 (187)

					PETERSON-CHASE GENERAL ENGINEERING CONSTRUCTION, INC. Irvine, CA 92614		BEADOR CONSTRUCTION COMPANY, INC. Corona, CA 92883	
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	010601	OBTAIN ENCROACHMENT PERMIT	FA	1	10,000.00	10,000.00	10,000.00	10,000.00
2	066015	FEDERAL TRAINEE PROGRAM	FA	1	5,000.00	5,000.00	5,000.00	5,000.00
3	066102	DUST ABATEMENT	LS	1	5,000.00	5,000.00	37,000.00	37,000.00
4	066105	RESIDENT ENGINEERS OFFICE	LS	1	25,000.00	25,000.00	20,000.00	20,000.00
5	070012	PROGRESS SCHEDULE (CRITICAL PATH METHOD)	LS	1	1,500.00	1,500.00	4,800.00	4,800.00
6	071322	TEMPORARY FENCE (TYLE CL-1.8)	M	62	18.00	1,116.00	90.00	5,580.00
7	074016	CONSTRUCTION SITE MANAGEMENT	LS	1	1,500.00	1,500.00	16,000.00	16,000.00
8	074019	PREPARE STORM WATER POLLUTION PREVENTION PLAN	LS	1	1,000.00	1,000.00	1,600.00	1,600.00
9	074028	TEMPORARY FIBER ROLL	M	760	10.00	7,600.00	10.50	7,980.00
10	074029	TEMPORARY SILT FENCE	M	580	10.00	5,800.00	8.00	4,640.00
11	074032	TEMPORARY CONCRETE WASHOUT FACILITY	EA	1	2,000.00	2,000.00	2,000.00	2,000.00
12	074033	TEMPORARY CONSTRUCTION ENTRANCE	EA	2	3,000.00	6,000.00	1,800.00	3,600.00
13	074034	TEMPORARY COVER	M2	250	5.00	1,250.00	8.00	2,000.00
14	074035	TEMPORARY CHECK DAM	M	180	7.00	1,260.00	12.00	2,160.00
15	074038	TEMPORARY DRAINAGE INLET PROTECTION	EA	5	100.00	500.00	200.00	1,000.00
16	074041	STREET SWEEPING	LS	1	1,000.00	1,000.00	37,500.00	37,500.00
17	120090	CONSTRUCTION AREA SIGNS	LS	1	4,000.00	4,000.00	8,000.00	8,000.00
18	120100	TRAFFIC CONTROL SYSTEM	LS	1	36,000.00	36,000.00	60,000.00	60,000.00
19	120149	TEMPORARY PAVEMENT MARKING (PAINT)	M2	12	100.00	1,200.00	26.00	312.00
20	120159	TEMPORARY TRAFFIC STRIPE (PAINT)	M	2,230	5.00	11,150.00	1.00	2,230.00
21	120300	TEMPORARY PAVEMENT MARKER	EA	95	5.00	475.00	4.40	418.00
22	128650	PORTABLE CHANGEABLE MESSAGE SIGN	LS	1	6,000.00	6,000.00	17,000.00	17,000.00
23	129000	TEMPORARY RAILING (TYPE K)	M	2,020	38.00	76,760.00	37.00	74,740.00
24	129100	TEMPORARY CRASH CUSHION MODULE	EA	50	225.00	11,250.00	300.00	15,000.00
25	129150	TEMPORARY TRAFFIC SCREEN	M	2,020	8.00	16,160.00	15.00	30,300.00
26	150606	REMOVE FENCE (TYPE BW)	M	160	9.00	1,440.00	14.00	2,240.00
27	150608	REMOVE CHAIN LINK FENCE	M	500	12.00	6,000.00	14.00	7,000.00
28	150710	REMOVE TRAFFIC STRIPE	M	3,230	2.60	8,398.00	1.00	3,230.00
29	150722	REMOVE PAVEMENT MARKER	EA	370	1.10	407.00	0.60	222.00
30	150742	REMOVE ROADSIDE SIGN	EA	30	50.00	1,500.00	105.00	3,150.00
31	150760	REMOVE SIGN STRUCTURE	EA	1	2,500.00	2,500.00	8,000.00	8,000.00
32	150805	REMOVE CULVERT	M	50	150.00	7,500.00	125.00	6,250.00
33	150820	REMOVE INLET	EA	2	500.00	1,000.00	900.00	1,800.00
34	150821	REMOVE HEADWALL	EA	6	500.00	3,000.00	900.00	5,400.00
35	150827	REMOVE CATCH BASIN	EA	1	500.00	500.00	1,600.00	1,600.00
36	150828	REMOVE JUNCTION BOX	EA	2	900.00	1,800.00	1,050.00	2,100.00
37	150829	REMOVE RETAINING WALL [MASONRY WALL]	M	110	110.00	12,100.00	100.00	11,000.00
38	150846	REMOVE CONCRETE PAVEMENT	M2	1,020	19.00	19,380.00	12.00	12,240.00
39	150860	REMOVE BASE AND SURFACING	M3	2,900	35.00	101,500.00	29.00	84,100.00
40	152355	REMOVE IRRIGATION CONTROLLER	EA	1	5,000.00	5,000.00	3,500.00	3,500.00
41	152390	RELOCATE ROADSIDE SIGN	EA	9	250.00	2,250.00	270.00	2,430.00

Riverside County Transportation Department
Summary of Bids

PROJECT: SR60/Valley Way Reconstruction Project. From 1.2 KM West of Valley Way Undercrossing to Valley Way Undercrossing.

Advertised: September 1, 2009 (Agenda Item: 3.128)
Bids Open: 2 pm Date: Wednesday, September 30, 2009

PROJECT NO. B0-0491; CMESPLN - 5956 (187)

Base Bid (continued)					PETERSON-CHASE GENERAL ENGINEERING CONSTRUCTION, INC. Irvine, CA 92614		BEADOR CONSTRUCTION COMPANY, INC. Corona, CA 92883	
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
42	153154	COLD PLANE ASPHALT CONCRETE PAVEMENT (60 MM MAXIMUM)	M2	1,760	8.00	14,080.00	6.00	10,560.00
43	153215	REMOVE CONCRETE (CURB AND GUTTER)	M	740	16.00	11,840.00	11.00	8,140.00
44	153218	REMOVE CONCRETE SIDEWALK	M2	29	20.00	580.00	43.00	1,247.00
45	153220	REMOVE CONCRETE (CHANNEL)	EA	1	1,500.00	1,500.00	4,400.00	4,400.00
46	153246	REMOVE CONCRETE (MISCELLANEOUS)	M3	11	110.00	1,210.00	130.00	1,430.00
47	160101	CLEARING AND GRUBBING	LS	1	80,000.00	80,000.00	35,000.00	35,000.00
28	170101	DEVELOP WATER SUPPLY	LS	1	15,000.00	15,000.00	10,000.00	10,000.00
49	190101	ROADWAY EXCAVATION	M3	12,100	24.00	290,400.00	14.00	169,400.00
50	192037	STRUCTURE EXCAVATION (RETAINING WALL)	M3	380	30.00	11,400.00	135.00	51,300.00
51	193013	STRUCTURE BACKFILL (RETAINING WALL)	M3	280	30.00	8,400.00	100.00	28,000.00
52 (F)	193031	PERVIOUS BACKFILL MATERIAL (RETAINING WALL)	M3	21	100.00	2,100.00	485.00	10,185.00
53	200114	ROCK BLANKET	M2	1,360	85.00	115,600.00	90.00	122,400.00
54	203016	EROSION CONTROL (TYPE D)	M2	10,900	1.00	10,900.00	0.80	8,720.00
55	204096	MAINTAIN EXISTING PLANTED AREAS	LS	1	11,500.00	11,500.00	5,000.00	5,000.00
56	206401	MAINTAIN EXISTING IRRIGATION FACILITIES	LS	1	13,000.00	13,000.00	5,000.00	5,000.00
57	208733	300 MM CORRUGATED HIGH DENSITY POLYETHYLENE PIPE CONDUIT	M	28	265.00	7,420.00	220.00	6,160.00
58	220101	FINISHING ROADWAY	LS	1	10,000.00	10,000.00	25,000.00	25,000.00
59	250201	CLASS 2 AGGREGATE SUBBASE	M3	1,580	40.00	63,200.00	34.00	53,720.00
60	260201	CLASS 2 AGGREGATE BASE	M3	2,150	40.00	86,000.00	34.00	73,100.00
61	280000	LEAN CONCRETE BASE	M3	430	210.00	90,300.00	140.00	60,200.00
62	390132	HOT ASPHALT MIX (TYPE A)	TONN	3,200	98.00	313,600.00	85.00	272,000.00
63	394076	PLACE HOT MIX ASPHALT DIKE (TYPE E)	M	830	12.00	9,960.00	9.50	7,885.00
64	394090	PLACE HOT MIX ASPHALT (MISCELLANEOUS AREA)	M2	510	38.00	19,380.00	25.00	12,750.00
65	401000	CONCRETE PAVEMENT	M3	580	250.00	145,000.00	350.00	203,000.00
66	401066	CONCRETE PAVEMENT (RAMP TERMINI)	M3	190	250.00	47,500.00	300.00	57,000.00
67	404092	SEAL PAVEMENT JOINT	M	800	15.00	12,000.00	10.00	8,000.00
68	404094	SEAL LONGITUDINAL ISOLATION JOINT	M	410	15.00	6,150.00	21.00	8,610.00
69	490657	600 MM CAST-IN-DRILLED-HOLE CONCRETE PILING	M	14	200.00	2,800.00	390.00	5,460.00
70	498024	400 MM CAST-IN-DRILLED-HOLE CONCRETE PILING (BARRIER)	M	770	130.00	100,100.00	140.00	107,800.00
71 (F)	510060	STRUCTURAL CONCRETE, RETAINING WALL	M3	84	1,020.00	85,680.00	1,300.00	109,200.00
72 (F)	510502	MINOR CONCRETE (MINOR STRUCTURE)	M3	50	1,400.00	70,000.00	1,300.00	65,000.00
73 (F)	510524	MINOR CONCRETE (SOUND WALL)	M3	3	1,000.00	3,000.00	1,250.00	3,750.00
74 (F)	511064	FRACTURED RIB TEXTURE	M2	64	250.00	16,000.00	80.00	5,120.00
75 (F)	518002	SOUND WALL (MASONRY BLOCK)	M2	762	152.00	115,824.00	150.00	114,300.00
76 (F)	520103	BAR REINFORCING STEEL (RETAINING WALL)	KG	5,853	1.40	8,194.20	2.00	11,706.00
77 (F)	560218	FURNISH SIGN STRUCTURE (TRUSS)	KG	17,900	5.50	98,450.00	12.00	214,800.00
78 (F)	560219	INSTALL SIGN STRUCTURE (TRUSS)	KG	17,900	0.30	5,370.00	0.50	8,950.00
79	560234	FURNISH LAMINATED PANEL SIGN (25.4 MM-TYPE A)	M2	34	155.00	5,270.00	155.00	5,270.00
80	560238	FURNISH SINGLE SHEET ALUMINUM SIGN (1.6 MM-UNFRAMED)	M2	24	78.00	1,872.00	85.00	2,040.00
81	560239	FURNISH SINGLE SHEET ALUMINUM SIGN (2.0 MM-UNFRAMED)	M2	15	85.00	1,275.00	90.00	1,350.00
82	560241	FURNISH SINGLE SHEET ALUMINUM SIGN (1.6 MM-FRAMED)	M2	4	100.00	400.00	105.00	420.00
83	560242	FURNISH SINGLE SHEET ALUMINUM SIGN (2.0 MM-FRAMED)	M2	4	100.00	400.00	110.00	440.00
84	561015	1524 MM CAST-IN-DRILLED-HOLE CONCRETE PILE (SIGN FOUNDATION)	M	14	1,540.00	21,560.00	2,200.00	30,800.00
85	566011	ROADSIDE SIGN - ONE POST	EA	40	275.00	11,000.00	410.00	16,400.00

Riverside County Transportation Department
Summary of Bids

PROJECT: SR60/Valley Way Reconstruction Project. From 1.2 KM West of Valley Way Undercrossing to Valley Way Undercrossing.

Advertised: September 1, 2009 (Agenda Item: 3.128)
Bids Open: 2 pm Date: Wednesday, September 30, 2009

PROJECT NO. B0-0491; CMESPLN - 5956 (187)

Base Bid (continued)					PETERSON-CHASE GENERAL ENGINEERING CONSTRUCTION, INC. Irvine, CA 92614		BEADOR CONSTRUCTION COMPANY, INC. Corona, CA 92883	
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
86	566012	ROADSIDE SIGN - TWO POST	EA	3	800.00	2,400.00	940.00	2,820.00
87	650069	450 MM REINFORCED CONCRETE PIPE	M	20	250.00	5,000.00	295.00	5,900.00
88	650075	600 MM REINFORCED CONCRETE PIPE	M	6	275.00	1,650.00	690.00	4,140.00
89	650077	750 MM REINFORCED CONCRETE PIPE	M	21	300.00	6,300.00	375.00	7,875.00
90	664015	450 MM CORRUGATED STEEL PIPE (2.01 MM THICK)	M	68	220.00	14,960.00	250.00	17,000.00
91	664020	600 MM CORRUGATED STEEL PIPE (2.01 MM THICK)	M	90	250.00	22,500.00	290.00	26,100.00
92	664043	1200 MM CORRUGATED STEEL PIPE (2.01 MM THICK)	M	3	300.00	900.00	1,000.00	3,000.00
93	705045	600 MM STEEL FLARED END SECTION	EA	2	400.00	800.00	650.00	1,300.00
94	707244	900 MM PRECAST CONCRETE PIPE MANHOLE	M	1	1,500.00	1,500.00	2,600.00	2,600.00
95	719589	MINOR CONCRETE (BACKFILL)	M3	7	150.00	1,050.00	150.00	1,050.00
96	721011	ROCK SLOPE PROTECTION (BACKING NO. 2, METHOD B)	M3	17	275.00	4,675.00	200.00	3,400.00
97	729010	ROCK SLOPE PROTECTION FABRIC	M2	62	12.00	744.00	53.00	3,286.00
98	731502	MINOR CONCRETE (MISCELLANEOUS CONSTRUCTION)	M3	50	410.00	20,500.00	675.00	33,750.00
99	731504	MINOR CONCRETE (CURB AND GUTTER)	M	580	67.00	38,860.00	50.00	29,000.00
100	731516	MINOR CONCRETE (DRIVEWAY)	M2	13	195.00	2,535.00	160.00	2,080.00
101	731517	MINOR CONCRETE (GUTTER)	M	53	210.00	11,130.00	235.00	12,455.00
102	731521	MINOR CONCRETE (SIDEWALK)	M2	500	48.00	24,000.00	35.00	17,500.00
103	731623	MINOR CONCRETE (CURB RAMP)	EA	11	800.00	8,800.00	1,050.00	11,550.00
104	731656	CURB RAMP DETECTABLE WARNING SURFACE	M2	5	500.00	2,500.00	625.00	3,125.00
105 (F)	750001	MISCELLANEOUS IRON AND STEEL	KG	2,153	2.30	4,951.90	4.00	8,612.00
106	800391	CHAIN LINK (TYLE CL-1.8)	M	510	42.00	21,420.00	44.00	22,440.00
107	820107	DELINEATOR (CLASS 1)	EA	34	40.00	1,360.00	86.00	2,924.00
108	831001	METAL BEAM GUARD RAILING	M	12	130.00	1,560.00	140.00	1,680.00
109 (F)	839568	TERMINAL ANCHOR ASSEMBLY (TYPE SFT)	EA	1	1,500.00	1,500.00	1,450.00	1,450.00
110	839585	ALTERNATIVE FLARED TERMINAL SYSTEM	EA	1	2,500.00	2,500.00	3,500.00	3,500.00
111 (F)	839521	CABLE RAILING	M	53	90.00	4,770.00	75.00	3,975.00
112	839701	CONCRETE BARRIER (TYPE 60)	M	6	500.00	3,000.00	780.00	4,680.00
113 (F)	839734	CONCRETE BARRIER (TYPE 736SV)	M	223	418.00	93,214.00	330.00	73,590.00
114	840515	THERMOPLASTIC PAVEMENT MARKING	M2	570	27.00	15,390.00	22.00	12,540.00
115	840561	100 MM THERMOPLASTIC TRAFFIC STRIPE	M	9,370	1.50	14,055.00	1.00	9,370.00
116	840563	200 MM THERMOPLASTIC TRAFFIC STRIPE [WHITE]	M	1,670	3.30	5,511.00	1.00	1,670.00
117	850101	PAVEMENT MARKER (NON-REFLECTIVE)	EA	1,930	1.30	2,509.00	0.80	1,544.00
118	850111	PAVEMENT MARKER (RETROREFLECTIVE)	EA	1,470	2.90	4,263.00	3.20	4,704.00
119	860460	LIGHTING AND ILLUMINATION	LS	1	130,000.00	130,000.00	135,000.00	135,000.00
120	860201	SIGNAL AND LIGTHING [MISSION BLVD/BYRNE ROAD]	LS	1	122,000.00	122,000.00	120,000.00	120,000.00
121	860201	SIGNAL AND LIGHTING [MISSION BLVD/VALLEY WAY]	LS	1	190,000.00	190,000.00	135,000.00	135,000.00
122	000003	TRAFFIC SIGNAL CONTROLLER ASSEMBLY (CONTRACTOR FURNISHED, MANDATORY EQUIPMENT SOURCE)	FA	1	8,000.00	8,000.00	8,000.00	8,000.00
123	860703	INTERCONNECTION CONDUIT AND CABLE	LS	1	77,000.00	77,000.00	92,500.00	92,500.00
124	860799	BATTERY BACKUP SYSTEM [CONTRACTOR FURNISHED, MANDATORY EQUIPMENT SOURCE]	FA	1	3,000.00	3,000.00	3,000.00	3,000.00
125	999990	MOBILIZATION	LS	1	60,000.00	60,000.00	90,726.00	90,726.00
126	019901	DE-MOBILIZATION	LS	1	265,329.00	265,329.00	265,329.00	265,329.00
		TOTAL ITEMS 1-126				**3,560,148.10**		**3,674,300.00**

Contract No. 09-10-010
Riverside Co. Transportation

AGREEMENT

COUNTY OF RIVERSIDE

PROJECT NO. B0-0491

CMESPLN-5956 (187)

THIS AGREEMENT, made and concluded in duplicate as of the date set forth below, between the County of Riverside, party of the first part, and Powell Constructors, Contractor, party of the second part.

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ARTICLE I: WITNESSETH, that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the said party of the first part, and under the conditions expressed in the two bonds, bearing even date with these presents the said party of the second part agrees with the said party of the first part, at his owr proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications to be furnished by said party of the first part, necessary to construct and complete in a good, workmanlike and substantial manner and to the satisfaction of the County of Riverside, in accordance with the Special Provisions, "Notice to Contractors", the State of California Department of Industrial Relations Wage Determination, the Federal Wage Determination, the Proposal to the County of Riverside for the Project, addendum No. **1**, the Bid Bond, the Performance Bond, the Payment Bond, any specific plans for the project not covered by the Standard Specifications and Standard Plans, any change orders issued, and any written instructions and drawings executed and delivered to the Contractor by the County pursuant to the Contract Documents. Also in accordance with the **Standard Plans, dated July 2004**, the **Standard Specifications, dated July 1999**, the General Prevailing Wage Rates of the Department of Transportation, with the effective date being the date of advertisement, and the Labor Surcharge and Equipment Rental Rates, with the effective date being the date of advertisement, and the Labor Surcharge and Equipment Rental Rates, with the effective date being the date of accomplishing the work, which said special provisions Standard Plans, Standard Specifications, Prevailing Wage Rates, and Labor Surcharge and Equipment Rental Rates are hereby specially referred to and by such reference, made a part hereof.

The work to be done is shown on plans entitled **Project Plans for Construction on State Highway in Riverside County, in Rubidoux, from 1.2Km West of Valley Way undercrossing to Valley Way undercrossing.** Project Sheets 1 through 99, approved July 30, 2009 on file with the County Surveyor file No.952-X, which said project plans are hereby made a part of this contract.

ARTICLE II: The said party of the first part hereby promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices hereinafter set forth, and hereby contracts to pay the same at the time, in the manner and upon the conditions herein set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III: The statement of prevailing wages appearing in the General Prevailing Wage Rates is hereby specifically referred to and by this reference is made a part of this contract. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid or proposal of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE IV: By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE V: And the said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage, arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the County of Riverside, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them, to wit:

SR60/VALLEY WAY RECONSTRUCTION PROJECT
FROM 1.2KM WEST OF VALLEY WAY UNDERCROSSING TO VALLEY WAY UNDERCROSSING

PROJECT NO. B0-0491
FEDERAL AID PROJECT NO. CMESPLN – 5956 (187)

AGREEMENT

ITEM NO.	ITEM CODE	ESTIMATED QUANTITY	UNIT	ITEM	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1.	010601	1	FA	OBTAIN ENCROACHMENT PERMIT	10,000.00	10,000.00
2.	066015	1	FA	FEDERAL TRAINEE PROGRAM	5,000.00	5,000.00
3.	066102	1	LS	DUST ABATEMENT	7,000.00	7,000.00
4.	066105	1	LS	RESIDENT ENGINEERS OFFICE	10,000.00	10,000.00
5.	070012	1	LS	PROGRESS SCHEDULE (CRITICAL PATH METHOD)	2,000.00	2,000.00
6.	071322	62	M	TEMPORARY FENCE (TYLE CL-1.8)	35.00	2,170.00
7.	074016	1	LS	CONSTRUCTION SITE MANAGEMENT	5,000.00	5,000.00
8.	074019	1	LS	PREPARE STORM WATER POLLUTION PREVENTION PLAN	1,000.00	1,000.00
9.	074028	760	M	TEMPORARY FIBER ROLL	12.00	9,120.00
10.	074029	580	M	TEMPORARY SILT FENCE	10.00	5,800.00
11.	074032	1	EA	TEMPORARY CONCRETE WASHOUT FACILITY	7,000.00	7,000.00
12.	074033	2	EA	TEMPORARY CONSTRUCTION ENTRANCE	2,500.00	5,000.00
13.	074034	250	M2	TEMPORARY COVER	4.00	1,000.00
14.	074035	180	M	TEMPORARY CHECK DAM	15.00	2,700.00
15.	074038	5	EA	TEMPORARY DRAINAGE INLET PROTECTION	300.00	1,500.00
16.	074041	1	LS	STREET SWEEPING	8,000.00	8,000.00
17.	120090	1	LS	CONSTRUCTION AREA SIGNS	10,000.00	10,000.00
18.	120100	1	LS	TRAFFIC CONTROL SYSTEM	25,000.00	25,000.00
19.	120149	12	M2	TEMPORARY PAVEMENT MARKING (PAINT)	25.00	300.00
20.	120159	2,230	M	TEMPORARY TRAFFIC STRIPE (PAINT)	3.00	6,690.00
21.	120300	95	EA	TEMPORARY PAVEMENT MARKER	5.00	475.00
22.	128650	1	LS	PORTABLE CHANGEABLE MESSAGE SIGN	5,000.00	5,000.00
23.	129000	2,020	M	TEMPORARY RAILING (TYPE K)	20.00	40,400.00
24.	129100	50	EA	TEMPORARY CRASH CUSHION MODULE	200.00	10,000.00
25.	129150	2,020	M	TEMPORARY TRAFFIC SCREEN	2.00	4,040.00

AGREEMENT
(CONTINUED)

ITEM NO.	ITEM CODE	ESTIMATED QUANTITY	UNIT	ITEM	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
26.	150606	160	M	REMOVE FENCE (TYPE BW)	15.00	2,400.00
27.	150608	500	M	REMOVE CHAIN LINK FENCE	15.00	7,500.00
28.	150710	3,230	M	REMOVE TRAFFIC STRIPE	2.00	6,460.00
29.	150722	370	EA	REMOVE PAVEMENT MARKER	1.00	370.00
30.	150742	30	EA	REMOVE ROADSIDE SIGN	25.00	750.00
31.	150760	1	EA	REMOVE SIGN STRUCTURE	3,400.00	3,400.00
32.	150805	50	M	REMOVE CULVERT	50.00	2,500.00
33.	150820	2	EA	REMOVE INLET	800.00	1,600.00
34.	150821	6	EA	REMOVE HEADWALL	500.00	3,000.00
35.	150827	1	EA	REMOVE CATCH BASIN	1,800.00	1,800.00
36.	150828	2	EA	REMOVE JUNCTION BOX	500.00	1,000.00
37.	150829	110	M	REMOVE RETAINING WALL [MASONRY WALL]	40.00	4,400.00
38.	150846	1,020	M2	REMOVE CONCRETE PAVEMENT	55.00	56,100.00
39.	150860	2,900	M3	REMOVE BASE AND SURFACING	3.00	8,700.00
40.	152355	1	EA	REMOVE IRRIGATION CONTROLLER	500.00	500.00
41.	152390	9	EA	RELOCATE ROADSIDE SIGN	200.00	1,800.00
42.	153154	1,760	M2	COLD PLANE ASPHALT CONCRETE PAVEMENT (60 MM MAXIMUM)	6.00	10,560.00
43.	153215	740	M	REMOVE CONCRETE (CURB AND GUTTER)	10.00	7,400.00
44.	153218	29	M2	REMOVE CONCRETE SIDEWALK	35.00	1,015.00
45.	153220	1	EA	REMOVE CONCRETE (CHANNEL)	2,000.00	2,000.00
46.	153246	11	M3	REMOVE CONCRETE (MISCELLANEOUS)	150.00	1,650.00
47.	160101	1	LS	CLEARING AND GRUBBING	31,000.00	31,000.00
48.	170101	1	LS	DEVELOP WATER SUPPLY	3,000.00	3,000.00
49.	190101	12,100	M3	ROADWAY EXCAVATION	13.00	157,300.00
50.	192037	380	M3	STRUCTURE EXCAVATION (RETAINING WALL)	20.00	7,600.00
51.	193013	280	M3	STRUCTURE BACKFILL (RETAINING WALL)	100.00	28,000.00
52.	193031	21	M3	PERVIOUS BACKFILL MATERIAL (RETAINING WALL)	140.00	2,940.00
53.	200114	1,360	M2	ROCK BLANKET	103.00	140,080.00
54.	203016	10,900	M2	EROSION CONTROL (TYPE D)	0.75	8,175.00
55.	204096	1	LS	MAINTAIN EXISTING PLANTED AREAS	2,000.00	2,000.00
56.	206401	1	LS	MAINTAIN EXISTING IRRIGATION FACILITIES	9,000.00	9,000.00

AGREEMENT
(CONTINUED)

ITEM NO.	ITEM CODE	ESTIMATED QUANTITY	UNIT	ITEM	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
57.	208733	28	M	300 MM CORRUGATED HIGH DENSITY POLYETHYLENE PIPE CONDUIT	100.00	2,800.00
58.	220101	1	LS	FINISHING ROADWAY	1,200.00	1,200.00
59.	250201	1,580	M3	CLASS 2 AGGREGATE SUBBASE	35.00	55,300.00
60.	260201	2,150	M3	CLASS 2 AGGREGATE BASE	39.00	83,850.00
61.	280000	430	M3	LEAN CONCRETE BASE	154.00	66,220.00
62.	390132	3,200	TON N	HOT ASPHALT MIX (TYPE A)	98.00	313,600.00
63.	394076	830	M	PLACE HOT MIX ASPHALT DIKE (TYPE E)	8.00	6,640.00
64.	394090	510	M2	PLACE HOT MIX ASPHALT (MISCELLANEOUS AREA)	20.00	10,200.00
65.	401000	580	M3	CONCRETE PAVEMENT	290.00	168,200.00
66.	401066	190	M3	CONCRETE PAVEMENT (RAMP TERMINI)	300.00	57,000.00
67.	404092	800	M	SEAL PAVEMENT JOINT	19.00	15,200.00
68.	404094	410	M	SEAL LONGITUDINAL ISOLATION JOINT	41.00	16,810.00
69.	490657	14	M	600 MM CAST-IN-DRILLED-HOLE CONCRETE PILING	330.00	4,620.00
70.	498024	770	M	400 MM CAST-IN-DRILLED-HOLE CONCRETE PILING (BARRIER)	95.00	73,150.00
71(F)	510060	84	M3	STRUCTURAL CONCRETE, RETAINING WALL	550.00	46,200.00
72(F)	510502	50	M3	MINOR CONCRETE (MINOR STRUCTURE)	980.00	49,000.00
73(F)	510524	3	M3	MINOR CONCRETE (SOUND WALL)	800.00	2,400.00
74(F)	511064	64	M2	FRACTURED RIB TEXTURE	95.00	6,080.00
75(F)	518002	762	M2	SOUND WALL (MASONRY BLOCK)	145.00	110,490.00
76(F)	520103	5,853	KG	BAR REINFORCING STEEL (RETAINING WALL)	1.60	9,364.80
77(F)	560218	17,900	KG	FURNISH SIGN STRUCTURE (TRUSS)	10.00	179,000.00
78(F)	560219	17,900	KG	INSTALL SIGN STRUCTURE (TRUSS)	0.30	5,370.00
79.	560234	34	M2	FURNISH LAMINATED PANEL SIGN (25.4 MM-TYPE A)	140.00	4,760.00
80.	560238	24	M2	FURNISH SINGLE SHEET ALUMINUM SIGN (1.6 MM-UNFRAMED)	85.00	2,040.00
81.	560239	15	M2	FURNISH SINGLE SHEET ALUMINUM SIGN (2.0 MM-UNFRAMED)	90.00	1,350.00
82.	560241	4	M2	FURNISH SINGLE SHEET ALUMINUM SIGN (1.6 MM-FRAMED)	95.00	380.00
83.	560242	4	M2	FURNISH SINGLE SHEET ALUMINUM SIGN (2.0 MM-FRAMED)	100.00	400.00
84.	561015	14	M	1524 MM CAST-IN-DRILLED-HOLE CONCRETE PILE (SIGN FOUNDATION)	1,900.00	26,600.00
85.	566011	40	EA	ROADSIDE SIGN - ONE POST	200.00	8,000.00
86.	566012	3	EA	ROADSIDE SIGN - TWO POST	430.00	1,290.00

AGREEMENT
(CONTINUED)

ITEM NO.	ITEM CODE	ESTIMATED QUANTITY	UNIT	ITEM	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
87.	650069	20	M	450 MM REINFORCED CONCRETE PIPE	240.00	4,800.00
88.	650075	6	M	600 MM REINFORCED CONCRETE PIPE	312.00	1,872.00
89.	650077	21	M	750 MM REINFORCED CONCRETE PIPE	255.00	5,355.00
90.	664015	68	M	450 MM CORRUGATED STEEL PIPE (2.01 MM THICK)	160.00	10,880.00
91.	664020	90	M	600 MM CORRUGATED STEEL PIPE (2.01 MM THICK)	205.00	18,450.00
92.	664043	3	M	1200 MM CORRUGATED STEEL PIPE (2.01 MM THICK)	505.00	1,515.00
93.	705045	2	EA	600 MM STEEL FLARED END SECTION	275.00	550.00
94.	707244	1	M	900 MM PRECAST CONCRETE PIPE MANHOLE	600.00	600.00
95.	719589	7	M3	MINOR CONCRETE (BACKFILL)	111.00	777.00
96.	721011	17	M3	ROCK SLOPE PROTECTION (BACKING NO. 2, METHOD B)	200.00	3,400.00
97.	729010	62	M2	ROCK SLOPE PROTECTION FABRIC	2.00	124.00
98.	731502	50	M3	MINOR CONCRETE (MISCELLANEOUS CONSTRUCTION)	275.00	13,750.00
99.	731504	580	M	MINOR CONCRETE (CURB AND GUTTER)	67.00	38,860.00
100.	731516	13	M2	MINOR CONCRETE (DRIVEWAY)	77.00	1,001.00
101.	731517	53	M	MINOR CONCRETE (GUTTER)	71.00	3,763.00
102.	731521	500	M2	MINOR CONCRETE (SIDEWALK)	35.00	17,500.00
103.	731623	11	EA	MINOR CONCRETE (CURB RAMP)	700.00	7,700.00
104.	731656	5	M2	CURB RAMP DETECTABLE WARNING SURFACE	215.00	1,075.00
105(F)	750001	2,153	KG	MISCELLANEOUS IRON AND STEEL	3.00	6,459.00
106.	800391	510	M	CHAIN LINK (TYLE CL-1.8)	40.00	20,400.00
107.	820107	34	EA	DELINEATOR (CLASS 1)	35.00	1,190.00
108.	831001	12	M	METAL BEAM GUARD RAILING	100.00	1,200.00
109(F)	839568	1	EA	TERMINAL ANCHOR ASSEMBLY (TYPE SFT)	800.00	800.00
110.	839585	1	EA	ALTERNATIVE FLARED TERMINAL SYSTEM	2,800.00	2,800.00
111(F)	839521	53	M	CABLE RAILING	45.00	2,385.00
112.	839701	6	M	CONCRETE BARRIER (TYPE 60)	345.00	2,070.00

AGREEMENT
(CONTINUED)

ITEM NO.	ITEM CODE	ESTIMATED QUANTITY	UNIT	ITEM	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
113(F)	839734	223	M	CONCRETE BARRIER (TYPE 736SV)	400.00	89,200.00
114.	840515	570	M2	THERMOPLASTIC PAVEMENT MARKING	22.00	12,540.00
115.	840561	9,370	M	100 MM THERMOPLASTIC TRAFFIC STRIPE	1.00	9,370.00
116.	840563	1,670	M	200 MM THERMOPLASTIC TRAFFIC STRIPE [WHITE]	3.00	5,010.00
117.	850101	1,930	EA	PAVEMENT MARKER (NON-REFLECTIVE)	2.00	3,860.00
118.	850111	1,470	EA	PAVEMENT MARKER (RETROREFLECTIVE)	4.00	5,880.00
119.	860460	1	LS	LIGHTING AND ILLUMINATION	128,000.00	128,000.00
120.	860201	1	LS	SIGNAL AND LIGTHING [MISSION BLVD/BYRNE ROAD]	130,000.00	130,000.00
121.	860201	1	LS	SIGNAL AND LIGHTING [MISSION BLVD/VALLEY WAY]	130,000.00	130,000.00
122.	000003	1	FA	TRAFFIC SIGNAL CONTROLLER ASSEMBLY (CONTRACTOR FURNISHED, MANDATORY EQUIPMENT SOURCE)	8,000.00	8,000.00
123.	860703	1	LS	INTERCONNECTION CONDUIT AND CABLE	65,000.00	65,000.00
124.	860799	1	FA	BATTERY BACKUP SYSTEM [CONTRACTOR FURNISHED, MANDATORY EQUIPMENT SOURCE]	3,000.00	3,000.00
125.	999990	1	LS	MOBILIZATION	45,000.00	45,000.00
126.	019901	1	LS	DE-MOBILIZATION	265,329.00	265,329.00

PROJECT TOTAL BID, ITEMS 1-126:

Three million, ninety five thousand, one hundred seventy-four dollars and eighty cents. $ 3,095,174.80

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)

POWELL CONSTRUCTORS

BY _____
Doyle W. Powell

TITLE: Principal
(If Corporation, Affix Seal)

ATTEST:

_____
Michael B. Powell

TITLE: Principal

_____
"Corporation"
(Seal)

FORM APPROVED COUNTY COUNSEL
BY: _____ 11/4/09
MARSHA L. VICTOR DATE

ACKNOWLEDGMENT

State of California
County of San Bernardino)

On October 21st, 2009 before me, Sherri Evans, Notary Public
(insert name and title of the officer)

personally appeared Doyle W. Powell,
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 _____ **(Seal)**

SHERRI EVANS
COMM. # 1843286
NOTARY PUBLIC - CALIFORNIA
SAN BERNARDINO COUNTY
MY COMM. EXP. APR. 30, 2013

POWELL CONSTRUCTORS
GENERAL ENGINEERING CONTRACTOR

8555 BANANA AVE. · FONTANA, CALIFORNIA 92335
PHONE (909) 356-8880 · FAX (909) 356-1299
License # 858952A

October 23, 2009

County Of Riverside
Transportation Department
3525 14th Street
Riverside, CA 92501

Re: Signature Authorization of the Joint Venture

Dear Sir or Madam:

The following people are authorized to sign Bid Proposals and Contracts on behalf of Powell Constructors, the Joint Venture:

Doyle W. Powell
President of D.W. Powell Construction, Inc.

Michael Powell
President of Powell Constructors, Inc.

If you have any questions, please contact Powell Constructors immediately at (909) 356-8880. Thank you.

Sincerely,

Doyle Powell, Principal

Michael Powell, Principal

PERFORMANCE BOND

Recitals:

1. **Powell Constructors** (Contractor) intend to enter into Agreement with COUNTY OF RIVERSIDE (County) for construction of public work known as **SR60/Valley Way reconstruction project from 1.2 Km West of Valley Way undercrossing to Valley Way undercrossing, Project No. B0-0491, CMESPLN-5956 (187)**

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 $ **3,095,174.80 (Three million ninety five thousand, one hundred seventy four dollars and eighty 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"

By _____

Type Name _____
Its Attorney in Fact
"Surety"

(Corporate Seal)

(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 **Powell Constructors**, 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 to be executed between Principal and COUNTY OF RIVERSIDE a public entity, as Owner, for $ **3,095,174.80 (Three million ninety five thousand, one hundred seventy four dollars and eighty 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 **SR60/Valley Way reconstruction project from 1.2 Km West of Valley Way undercrossing to Valley Way undercrossing, Project No. B0-0491, CMESPLN-5956 (187)**

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.

Bond Number: PRF7611651
Premium: $19,463.00
Executed in Duplicate

PERFORMANCE BOND

Recitals:

1. **Powell Constructors** (Contractor) intend to enter into Agreement with COUNTY OF RIVERSIDE (County) for construction of public work known as **SR60/Valley Way reconstruction project from 1.2 Km West of Valley Way undercrossing to Valley Way undercrossing, Project No. B0-0491, CMESPLN-5956 (187)**

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 $ **3,095,174.80 (Three million ninety five thousand, one hundred seventy four dollars and eighty 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 October 16, 2009.

Powell Constructors

By _____

By Doyle W. Powell

Title Principal
"Contractor"

(Corporate Seal)

Fidelity and Deposit Company of Maryland

By _____

Type Name Adriana Valenzuela
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).

ACKNOWLEDGMENT

State of California
County of Orange)

On October 16, 2009 before me, Susan Ponsell, Notary Public
(insert name and title of the officer)

personally appeared Adriana Valenzuela,
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.

SUSAN PONSELL
COMM. # 1734814
NOTARY PUBLIC - CALIFORNIA
ORANGE COUNTY
My Commission Expires March 27, 2011

GMN1 GMN1

Signature _____ **(Seal)**

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 GREGORY E. MURRAY, Assistant Secretary, in pursuance of authority granted by Article Vl, 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 **Adriana VALENZUELA, of Fullerton, California,** 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.

FOR YOUR PROTECTION LOOK FOR THE ZURICH WATERMARK

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 6th day of August, A.D. 2008.

ATTEST: **FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

FIDELITY AND DEPOSIT COMPANY OF MARYLAND — INCORPORATED — 1896

By:

Gregory E. Murray Assistant Secretary *Theodore G. Martinez*

State of Maryland }
City of Baltimore } ss:

On this 6th day of August, 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 GREGORY E. MURRAY, 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

EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertaking, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto."

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company,

this _____ day of OCT 16 2009, _____.

Lisa D. Baroff

Assistant Secretary

ACKNOWLEDGMENT

State of California
County of San Bernardino)

On October 21st, 2009 before me, Sherri Evans, Notary Public
(insert name and title of the officer)

personally appeared Doyle W. Powell,
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 _____ **(Seal)**

SHERRI EVANS
COMM. # 1843286
NOTARY PUBLIC-CALIFORNIA
SAN BERNARDINO COUNTY
MY COMM. EXP. APR. 30, 2013

Bond Number: PRF7611651
Premium: INCLUDED
Executed in Duplicate

PAYMENT BOND

(Public Work - Civil Code 3247 et seq.)

The makers of this Bond are **Powell Constructors**, 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 to be executed between Principal and COUNTY OF RIVERSIDE a public entity, as Owner, for $ **3,095,174.80 (Three million ninety five thousand, one hundred seventy four dollars and eighty 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 **SR60/Valley Way reconstruction project from 1.2 Km West of Valley Way undercrossing to Valley Way undercrossing, Project No. B0-0491, CMESPLN-5956 (187)**

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: October 16, 2009

Powell Constructors
Original Contractor - Principal

By _____
Doyle W. Powell

Title Principal

(If corporation, affix seal)

(Corporate Seal)

Fidelity and Deposit Company of Maryland
Surety

By _____
Its Attorney in Fact
Adriana Valenzuela

(Corporate Seal)

STATE OF CALIFORNIA
COUNTY OF See Attached } ss. SURETY'S ACKNOWLEDGEMENT

On See Attached before me, See Attached personally appeared, See Attached, 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
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.

ACKNOWLEDGMENT

State of California
County of Orange)

On October 16, 2009 before me, Susan Ponsell, Notary Public
(insert name and title of the officer)

personally appeared Adriana Valenzuela,
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.

SUSAN PONSELL
COMM. # 1734814
NOTARY PUBLIC - CALIFORNIA
ORANGE COUNTY
My Commission Expires March 27, 2011

GMN1 GMN1

Signature _____ **(Seal)**

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 GREGORY E. MURRAY, 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 **Adriana VALENZUELA, of Fullerton, California,** 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.

FOR YOUR PROTECTION LOOK FOR THE ZURICH WATERMARK

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 6th day of August, A.D. 2008.

ATTEST: **FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By:

Gregory E. Murray Assistant Secretary *Theodore G. Martinez*

State of Maryland }
City of Baltimore } ss:

On this 6th day of August, 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 GREGORY E. MURRAY, 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*

My Commission Expires: July 14, 2011

EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertaking, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto."

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company,

this _____ day of OCT 16 2009, _____.

Lisa D. Barth

Assistant Secretary

ACKNOWLEDGMENT

State of California
County of San Bernardino)

On October 21st, 2009 before me, Sherri Evans, Notary Public
(insert name and title of the officer)

personally appeared Doyle W. Powell,
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 _____ **(Seal)**

SHERRI EVANS
COMM. # 1843286
NOTARY PUBLIC - CALIFORNIA
SAN BERNARDINO COUNTY
MY COMM. EXP. APR. 30, 2013

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

Company Profile

OLD REPUBLIC GENERAL INSURANCE CORPORATION

307 N MICHIGAN AVE 17TH FL
CHICAGO, IL 60601-5382
800-331-5554

Former Names for Company

Old Name: INTERNATIONAL BUSINESS & MERCANTILE REASSURANCE COMPANY — **Effective Date:** 12-14-2006

Old Name: MOTORISTS BENEFICIAL INSURANCE COMPANY — **Effective Date:** 04-21-1982

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 #:	24139
NAIC Group #:	0150
California Company ID #:	1800-2
Date authorized in California:	June 30, 1965
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
BOILER AND MACHINERY
BURGLARY
COMMON CARRIER LIABILITY
DISABILITY
FIRE
LIABILITY
MARINE
MISCELLANEOUS
PLATE GLASS
SPRINKLER
SURETY
TEAM AND VEHICLE
WORKERS' COMPENSATION

Company Profile

ST. PAUL FIRE AND MARINE INSURANCE COMPANY

385 WASHINGTON ST
ST PAUL, MN 55102
800-328-2189

Former Names for Company

Old Name: MERCURY INS CO **Effective Date:** 07-19-1956

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 #:	24767
NAIC Group #:	3548
California Company ID #:	0825-0
Date authorized in California:	September 18, 1925
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	MINNESOTA

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

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/26/2009

PRODUCER
BB&T Insurance Services of CA, Inc.
680 Langsdorf Drive Suite 100
Fullerton, CA 92831

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
Powell Constructors
8555 Banana Ave.
Fontana, CA 92335

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Old Republic General Ins. (CPG)	24139
INSURER B: St Paul Fire & Marine Ins Co.	24767
INSURER C:	
INSURER D:	
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	A1CG44160906	07/01/09	07/01/10	EACH OCCURRENCE	$2,000,000
		[X] COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
		[ ] CLAIMS MADE [X] OCCUR				MED EXP (Any one person)	$5,000
		[X] BI/PD Ded:5,000				PERSONAL & ADV INJURY	$2,000,000
						GENERAL AGGREGATE	$4,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$2,000,000
		[ ] POLICY [X] PRO-JECT [ ] LOC					
A		AUTOMOBILE LIABILITY	A1CA44160906	07/01/09	07/01/10	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
		[X] ANY AUTO					
		[ ] ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		[ ] SCHEDULED AUTOS					
		[X] HIRED AUTOS				BODILY INJURY (Per accident)	$
		[X] NON-OWNED AUTOS					
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		[ ] ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
B		EXCESS/UMBRELLA LIABILITY	QK04500616	07/01/09	07/01/10	EACH OCCURRENCE	$15,000,000
		[ ] OCCUR [ ] CLAIMS MADE				AGGREGATE	$15,000,000
							$
		[ ] DEDUCTIBLE					$
		[X] RETENTION $ 10,000					$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	A1CW44150904	07/01/09	07/01/10	[X] WC STATU-TORY LIMITS [ ] OTH-ER	
X		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$1,000,000
						E.L. DISEASE - POLICY LIMIT	$1,000,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Re: Project No. B0-0491, CMESPLN-5956(187), County of Riverside, SR60/Valley Way reconstruction project State Highway in Riverside County, in Rubidoux, from 1.2Km West of Valley Way undercrossing to Valley Way undercrossing.

The County of Riverside, its Directors, Officers, Special Districts, Board of Supervisors, employees, (See Attached Descriptions)

CERTIFICATE HOLDER

County of Riverside
Transportation Dept.
3525 14th Street
Riverside, CA 92501

CANCELLATION 10 Days for Non-Payment

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]

AUTHORIZED REPRESENTATIVE Gloria A. Gabriel

© 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.

DESCRIPTIONS (Continued from Page 1)

agents and representatives, and State of California Department of Transportation, its officers, directors, agents and employees are named additional insured as respects general and auto liability, this insurance is primary and noncontributory with any other insurance of the additional insured, and waiver of subrogation applies in favor of the additional insured as respects workers' compensation, as required by written contract, per endorsements attached.
Commercial Umbrella liability policy follows form with respect to the primary General Liability policy per attached letter, as required.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
WHERE REQUIRED BY WRITTEN CONTRACT, BUT ONLY WHEN COVERAGE FOR COMPLETED OPERATIONS IS SPECIFICALLY REQUIRED BY THAT CONTRACT.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

Authorized Representative

© ISO Properties, Inc., 2004

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
WHERE REQUIRED BY WRITTEN CONTRACT.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Authorized Representative

© ISO Properties, Inc., 2004

OLD REPUBLIC GENERAL INSURANCE CORPORATION

CHANGES ADDITIONAL INSURED PRIMARY WORDING SCHEDULE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Name of Additional Insured Person(s) Or Organization(s):

Location(s) of Covered Operations

As required by written contract

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The insurance provided by this endorsement is primary insurance and we will not seek contribution from any other insurance of a like kind available to the person or organization shown in the schedule above unless the other insurance is provided by a contractor other than the person or organization shown in the schedule above for the same operation and job location. If so, we will share with that other insurance by the method described in paragraph 4.c. of Section IV – Commercial General Liability Conditions.

All other terms and conditions remain unchanged.

Named Insured	Powell Constructors		
Policy Number	A1CG44160906	Endorsement No.	
Policy Period	7/1/09 - 7/1/10	Endorsement Effective Date:	7/1/09
Producer's Name:	BB&T Insurance Services of CA, Inc		
Producer Number:			

CG EN GN 0029 09 06

Gloria A. Gabriel

Authorized Representative

OLD REPUBLIC GENERAL INSURANCE CORPORATION

ADDITIONAL INSURANCE WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

BUSINESS AUTO COVERAGE FORM

The following is added to Section II – Liability Coverage, A. – Coverage, 1. Who Is An Insured:

d. 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 which required 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 lessor of:

1. The coverage or limits of this policy, or

2. The coverage or limits required by said contract or agreement.

Named Insured	Powell Constructors		
Policy Number	A1CA44160906	Endorsement No.	
Policy Period	7/1/09- 7/1/10	Endorsement Effective Date:	7/1/09
Producer's Name:	BB&T Insurance Services of CA, Inc		
Producer Number:			

CA EN GN 0020 09 06

Authorized Representative

OLD REPUBLIC GENERAL INSURANCE CORPORATION

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE

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.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

WHEN REQUIRED BY WRITTEN CONTRACT.

The premium charge for this endorsement is $0.00.

Named Insured	Powell Constructors		
Policy Number	A1CW44150904	Endorsement No.	
Policy Period	7/1/09 - 7/1/10	Endorsement Effective Date:	7/1/09
Producer's Name:	BB&T Insurance Services of CA Inc		
Producer Number:			

WC 99 03 15 (09/06)

Authorized Representative

Company Profile

OLD REPUBLIC GENERAL INSURANCE CORPORATION

307 N MICHIGAN AVE 17TH FL
CHICAGO, IL 60601-5382
800-331-5554

Former Names for Company

Old Name: INTERNATIONAL BUSINESS & MERCANTILE REASSURANCE COMPANY — **Effective Date:** 12-14-2006

Old Name: MOTORISTS BENEFICIAL INSURANCE COMPANY — **Effective Date:** 04-21-1982

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 #:	24139
NAIC Group #:	0150
California Company ID #:	1800-2
Date authorized in California:	June 30, 1965
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
BOILER AND MACHINERY
BURGLARY
COMMON CARRIER LIABILITY
DISABILITY
FIRE
LIABILITY
MARINE
MISCELLANEOUS
PLATE GLASS
SPRINKLER
SURETY
TEAM AND VEHICLE
WORKERS' COMPENSATION

Company Profile

ST. PAUL FIRE AND MARINE INSURANCE COMPANY

385 WASHINGTON ST
ST PAUL, MN 55102
800-328-2189

Former Names for Company

Old Name: MERCURY INS CO **Effective Date:** 07-19-1956

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 #:	24767
NAIC Group #:	3548
California Company ID #:	0825-0
Date authorized in California:	September 18, 1925
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	MINNESOTA

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

FORM APPROVED COUNTY COUNSEL
BY: MARSHA L. VICTOR DATE 11/10/09

Departmental Concurrence

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

937

FROM: TLMA - Transportation Department

SUBMITTAL DATE:
November 12, 2009

SUBJECT: Agreement between the Riverside County Transportation Commission (RCTC) and the County of Riverside (County) to fund the State Route 60/Valley Way Interchange Project

RECOMMENDED MOTION: That the Board:

1. Approve the attached agreement with RCTC for the acceptance of Measure A Funds in the amount of $1,019,000 to fund improvements at the State Route 60/Valley Way Interchange and;

2. Authorize the Chairman of the Board to execute the same.

BACKGROUND: The existing interchange at State Route 60/Valley Way is currently

Juan C. Perez
Director of Transportation

BEC
(Continued on next page)

FINANCIAL DATA	**Current F.Y. Total Cost:**	$ 1,019,000	**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: Measure A (100%)

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. | **District:** 2 | **Agenda Number:** 3.124

Form 11 (Rev 07/2007)

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

functioning at an undesirable level of service due to the close proximity of the interchange ramps with the Valley Way/Mission Boulevard intersection.

To improve traffic circulation and safety, the County of Riverside is proposing to close the existing eastbound exit ramp and relocate it westerly to the intersection of Mission Boulevard at Byrne Road. In order to facilitate this interchange modification, improvements to the intersection of Mission Boulevard and Valley Way are also required.

This agreement between the Riverside County Transportation Commission (RCTC) and the County of Riverside, will commit up to $1,019,000 in Measure A funds for the Project. Any remaining funds not used on this project would be available to RCTC to program to other Transportation priority projects. This agreement also establishes the terms and conditions for reimbursement of project expenditures for the construction of this project.

The construction of the State Route 60/Valley Way Interchange Project is expected to be funded by multiple sources. The County competed for Federal Economic Stimulus funds under the American Recovery and Reinvestment Act for this project and was successful in obtaining $3,869,000. The Valley Way/SR-60 interchange project will create construction jobs, and vastly improve traffic operations and safety at this congested interchange.

Upon Board approval this agreement will be forwarded to RCTC for action.

Project No. B00491

Contract No. 09-09-007
Riverside Co. Transportation

Agreement No. 09-31-078-00

RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AGREEMENT WITH
COUNTY OF RIVERSIDE
FOR FUNDING AND
CONSTRUCTION OF THE VALLEY WAY INTERCHANGE PROJECT

1. **Parties and Date.**

This Agreement is made and entered into this ___day of_____, 2009, by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("the Commission") and COUNTY OF RIVERSIDE ("COUNTY"), a California municipal corporation.

2. **Recitals.**

2.1 On November 8, 1988 the Voters of Riverside County approved Measure A authorizing the collection of a one-half percent (1/2%) retail transactions and use tax (the "Tax") to fund transportation programs and improvements within the County of Riverside, and adopting the Riverside County Transportation Improvement Plan (the "Plan").

2.2 Pursuant to Public Utility Code Sections 240000 et seq., the Commission is authorized to allocate the proceeds of the Tax in furtherance of the Plan.

2.3 On November 5, 2002, the voters of Riverside County approved an extension of the Tax for the continued funding of transportation and improvements within the County of Riverside.

2.4 County, in conjunction with the State of California Department of Transportation ("Caltrans") and the Commission are participating in the construction of the Valley Way Interchange project, which involves the replacement of the existing freeway and railroad overpasses with a new six lane bridge with dual left turn lanes as more specifically described in Exhibit "A"(the "Project").

2.5 County desires to perform, or to engage a contractor to perform, and to assume responsibility for the provision of construction services required to the completion of the Project, on the terms and conditions set forth in this Agreement. County represents that County will retain a contractor that is experienced in providing construction services to public clients, and is properly licensed in the State of California ("County Contractor").

2.6 The Commission desires to assist County with the funding of the Project, subject to the terms and conditions set forth in this Agreement.

3. **Terms**.

3.1 General Scope of Services. County, by and through the County Contractor, shall furnish all labor, materials, equipment, transportation, supervision and expertise, and incidental and customary work necessary to fully and adequately perform the construction services necessary for the Project ("Services"). The Services and the Project are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.2 Commencement of Services. The County Contractor shall commence the Services upon receipt of a written Notice to Proceed from County.

3.3 Term. The term of this Agreement shall be from the date of execution of this Agreement or the date of issuance of the Notice to Proceed by the County, whichever occurs first, until June 30, 2011, unless earlier terminated as provided herein.

3.4 Extension of Term. Performance of the Services described in this Agreement may be delayed or extended upon mutual agreement of the Parties, as determined necessary. County shall take all reasonable steps to minimize delay in completion of the Services, and additional costs resulting from any such extension.

3.5 Commission's Representative. The Commission hereby designates the Commission's Executive Director, or his or her designee, to act as its Representative for the performance of this Agreement ("Commission's Representative"). Commission's Representative shall have the authority to act on behalf of the Commission for all purposes under this Agreement. Commission's Representative shall also review and give approval, as needed, to the details of the Services as they progress. Neither County, nor the County Contractor, shall accept direction or orders from any person other than the Commission's Representative or his or her designee.

3.6 County's Representative. County hereby designates Juan Perez, County Transportation Director to act as its Representative for the performance of this Agreement ("County's Representative"). County's Representative shall have full authority to act on behalf of County for all purposes under this Agreement. The County's Representative shall supervise and direct the Services performed by the County Contractor using his best skill and attention, and shall ensure that the means, methods, techniques, sequences, and procedures utilized by the County Contractor are adequate to perform the Services described in this Agreement and that County Contractor satisfactorily coordinates all portions of the Services. County shall work closely and cooperate fully with Commission's Representative and any other agencies which may have jurisdiction over or an interest in the Services. County's Representative shall be available to the Commission

staff at all reasonable times. Any substitution of County's Representative shall be approved in writing by Commission's Representative.

3.7 Key Personnel. County represents to the Commission that certain key personnel who are qualified and capable will oversee performance of the Services under this Agreement by the County Contractor.

3.8 Preliminary Review of Work. The Commission shall, upon request, have the right, but shall not be obligated, to review all reports, working papers, and similar work products prepared in the course of completing the Services described in this Agreement. If requested by Commission, such materials shall be submitted to the Commission's Representative in draft form, and the Commission may request revisions of such drafts prior to formal submission and approval. In the event that Commission's Representative, in consultation with County, determines the formally submitted work product to be inadequate, County shall require the County Contractor to revise and resubmit the work at no cost to the Commission.

3.9 Appearance at Hearings. If and when required by the Commission, County shall render assistance at public hearings or other meetings related to the Project or necessary to the performance of the Services.

3.10 Standard of Care; Licenses. County represents and maintains that County Contractor will be properly licensed by the State of California to perform the Services described in this Agreement. County warrants that it will ensure that all of County Contractor's employees and subcontractors have sufficient skill and experience to perform the Services assigned to them. County further represents and warrants to the Commission that it will ensure that County Contractor's employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. The Commission shall not be responsible for any errors or omissions which are caused by County Contractor's failure to comply with the standard of care provided for herein, and the County shall indemnify the Commission for all damages and other liabilities provided for in the indemnification provisions of this Agreement arising from County Contractor's errors and omissions.

3.11 Inspection of Work. County shall allow the Commission's Representative to inspect or review the Services in progress at any reasonable time.

3.12 Laws and Regulations. County shall ensure that County Contractor is fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and that County Contractor gives all notices required by law. County shall be liable for all violations of such laws and regulations in connection with Services. If the County allows County Contractor to perform any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the Commission, County shall be solely responsible for all costs arising therefrom. County

shall defend, indemnify and hold Commission, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.13.1 Notice; Reason. Commission or County may, by written notice to the other party, terminate this Agreement, in whole or in part, at any time by giving written notice of such termination, and specifying the effective date thereof ("Notice of Termination"). Such termination shall be for Commission's or County's failure to perform its respective duties and obligations under this Agreement. Such failure on the part of County may include, but is not limited to, the failure of County Contractor to timely perform Services pursuant to the Schedule of Services described in Section 3.14 of this Agreement.

3.13.2 Discontinuance of Services. Upon receipt of the written Notice of Termination, County shall discontinue all affected Services which are expected to be reimbursed by Commission pursuant to this Agreement.

3.13.3 Effect of Termination for Cause. In the event of termination, County shall be compensated for those Services which have been fully and adequately completed by County Contractor and accepted by the Commission as of the date the Commission provides the Notice of Termination. In such case, the Commission may, but shall not be required to, take over the work and prosecute the same to completion by contract or otherwise. Further, County shall be liable to the Commission for any reasonable additional costs incurred by the Commission to revise work for which the Commission has compensated County under this Agreement, but which the Commission has determined in its reasonable discretion needs to be revised, in part or whole, to complete the Project. Termination of this Agreement for cause may be considered by the Commission in determining whether to enter into future agreements with County.

3.13.4 Cumulative Remedies. The rights and remedies of the Parties provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.

3.13.5 Waivers. County, in executing this Agreement, shall be deemed to have waived any and all claims for damages which may otherwise arise from the Commission's termination of this Agreement, as provided in this Section.

3.14 Schedule and Progress of Services.

3.14.1 Schedule of Services. County shall ensure that County Contractor performs the Services expeditiously, within the term of County's agreement with County Contractor and in accordance with all schedules set forth therein ("Schedule of Services"). County represents that it will ensure that County Contractor has the necessary skilled personnel to perform the Services in conformance with such conditions. In order to

facilitate County Contractor's conformance with the Schedule, the Commission shall respond to County's submittals in a timely manner. Upon request of Commission's Representative, County shall provide to Commission a copy of the Schedule of Services and a more detailed schedule of the County Contractor's anticipated performance of the Schedule of Services.

3.14.2 Modification of the Schedule. County shall regularly report to the Commission, through correspondence or progress reports, the progress of the Services and the Project. Commission shall be promptly informed of all anticipated delays. In the event that County determines that a schedule modification is necessary, County shall promptly submit the revised Schedule of Services for Commission review.

3.14.3 Trend Meetings. County shall conduct trend meetings with the Commission's Representative and other interested parties, as requested by the Commission, as may be mutually scheduled by the Parties at a standard day and time. These trend meetings will encompass focused and informal discussions concerning scope, schedule, and current progress of Services, relevant cost issues, and future Project objectives. County shall be responsible for the preparation and distribution of meeting agendas to be received by the Commission and other attendees no later than three (3) working days prior to the meeting.

3.14.4 Progress Reports. As part of its monthly invoice, County shall submit a progress report, in a form determined by the Commission, which will indicate the progress achieved during the previous month in relation to the Schedule of Services. Submission of such progress report by County shall be a condition precedent to receipt of payment from the Commission for each monthly invoice submitted.

3.15 Delay in Performance.

3.15.1 Excusable Delays. Should County or County Contractor be delayed or prevented from the timely performance of any act or Services described in this Agreement by reason of acts of God or of the public enemy, acts or omissions of the Commission or other governmental agencies in either their sovereign or contractual capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes or unusually severe weather, performance of such act shall be excused for the period of such delay.

3.15.2 Written Notice. If County believes it is entitled to an extension of time due to conditions set forth in subsection 3.15.1, County shall provide written notice to the Commission within seven (7) working days from the time County knows, or reasonably should have known, that the Services will be delayed due to such conditions. Failure of County to provide such timely notice shall constitute a waiver by County of any right to an excusable delay.

3.16 Status of Contractor/Subcontractors.

3.16.1 Independent Contractor. The Services shall be performed by County or under its supervision. County Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement under the supervision of the County. Neither County nor County Contractor shall be considered an employee, agent or representative of the Commission. County retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of County or County Contractor shall at all times be under County's exclusive direction and control. County shall pay, or, as applicable, shall ensure that County Contractor pay, all wages, salaries and other amounts due such personnel in connection with their performance of Services and as required by law. County, or, as applicable, County Contractor, shall be responsible for all reports and obligations respecting such personnel, including but not limited to, social security taxes, income tax withholdings, unemployment insurance, disability insurance, and workers' compensation insurance.

3.16.2 Prevailing Wages. By its execution of this Agreement, County certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Since the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, County agrees to ensure that County Contractor fully complies with such Prevailing Wage Laws. County shall provide County Contractor with a copy of the prevailing rate of per diem wages in effect at the commencement of this Agreement. County shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall ensure copies are posted at the project site. County shall defend, indemnify and hold the Commission, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.16.3 Eight-Hour Law. Pursuant to the provisions of the California Labor Code, eight hours of labor shall constitute a legal day's work, and the time of service of any worker employed on the work shall be limited and restricted to eight hours during any one calendar day, and forty hours in any one calendar week, except when payment for overtime is made at not less than one and one-half the basic rate for all hours worked in excess of eight hours per day ("Eight-Hour Law"), unless County, County Contractor or the Services are not subject to the Eight-Hour Law. County shall ensure that County Contractor forfeit to County as a penalty, $50.00 for each worker employed in the execution of the Project by the County Contractor, or by any subcontractor, for each calendar day during which such workman is required or permitted to work more than eight hours in any calendar day and forty hours in any one calendar week without such

compensation for overtime violation of the provisions of the California Labor Code, unless County or the Services are not subject to the Eight-Hour Law.

3.16.4 Assignment or Transfer. County shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein, without the prior written consent of the Commission. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.16.5 Subcontracting. County shall subcontract the Services described in this Agreement in conformance with its public bidding requirements. Subcontracts, if any, shall contain a provision making them subject to all applicable provisions of this Agreement.

3.17 Indemnification. County shall indemnify and hold the Commission, its directors, officials, officers, agents, consultants, employees and volunteers free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries, in law or in equity, to property or persons, including wrongful death, in any manner arising out of or incident to alleged negligent acts, omissions or willful misconduct of the County, its officials, officers, employees, agents, consultants, and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation, the payment of all consequential damages, attorneys fees and other related costs and expenses. County shall defend, at County's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the Commission, its directors, officials, officers, agents, consultants, employees and volunteers. County shall pay and satisfy any judgment, award or decree that may be rendered against the Commission or its directors, officials, officers, agents, consultants, employees and volunteers, in any such suit, action or other legal proceeding. County shall reimburse the Commission and its directors, officials, officers, agents, consultants, employees and volunteers, for any and all legal expenses and costs, including reasonable attorney's fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. County's obligation to indemnity shall not be restricted to insurance proceeds, if any, received by the Commission or its directors, officials, officers, agents, consultants, employees and volunteers.

3.17.1 County shall, in its agreement with County Contractor, require County Contractor to indemnify and defend Commission and hold the Commission, its directors, officials, officers, agents, consultants, employees and volunteers free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries, in law or in equity, to property or persons, including wrongful death, in any manner arising out of or incident to alleged negligent acts, omissions or willful misconduct of County Contractor, its officials, officers, employees, agents, consultants, and contractors arising out of or in connection with the performance of the Services or the Project including without limitation, the payment of all consequential

damages, attorneys fees and other related costs and expenses, as shall be further set forth in the indemnification provision of County's agreement with County Contractor.

3.18 Effect of Acceptance. The County shall be responsible for the professional quality, technical accuracy and the coordination of any Services provided to complete the Project. The Commission's review, acceptance or funding of any Services performed by the County, County Contractor or any other person or entity under this Agreement shall not be construed to operate as a waiver of any rights the other party hereto may hold under this Agreement or of any cause of action arising out such persons', or entities', performance. Further, the County shall be and remain liable to the Commission, in accordance with applicable law, for all damages to the Commission caused by the County's negligent performance of this Agreement or supervision of any Services provided to complete the Project.

3.19 Limited Scope of Duties. The Commission's duties and obligations under this Agreement are limited to those described herein. The Commission has no obligation with respect to the safety of the Project site. In addition, the Commission shall not be liable for any action of County, the County Contractor or any other County consultants or subconsultants relating to the condemnation of property undertaken by County for the Project or for the construction of the Project.

3.20 Insurance. The County shall require all persons or entities hired to perform Services on the Project to obtain, and require their subcontractors to obtain, insurance of the types and in the amounts described below and satisfactory to the Commission and County. Such insurance shall be maintained throughout the term of this Agreement, or until completion of the Project, whichever occurs last.

3.20.1 Commercial General Liability Insurance. Occurrence version commercial general liability insurance or equivalent form with a combined single limit of not less than $1,000,000.00 per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to the Project or be no less than two times the occurrence limit. Such insurance shall:

(a) Name Commission and County, their officials, officers, employees, agents, and consultants as insured with respect to performance of the services on the Project and shall contain no special limitations on the scope of coverage or the protection afforded to these insured;

(b) Be primary with respect to any insurance or self insurance programs covering Commission or County, their officials, officers, employees, agents, and consultants; and

(c) Contain standard separation of insured provisions.

3.20.2 Business Automobile Liability Insurance. Business automobile liability insurance or equivalent form with a combined single limit of not less than

$1,000,000.00 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.

3.20.3 Workers' Compensation Insurance. Workers' compensation insurance with statutory limits and employers' liability insurance with limits of not less than $1,000,000.00 each accident.

3.21 Safety. County shall ensure that County Contractor executes and maintains its work so as to avoid injury or damage to any person or property. In carrying out the Services, the County shall ensure that County Contractor is at all times in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders; bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.22 Payment of Funding.

3.22.1 Funding. County shall receive funding, including authorized reimbursements, for Services described in this Agreement in accordance with Exhibit "B" attached to this Agreement and incorporated herein by reference. The total funding amount shall not exceed One Million Nineteen Hundred Thousand Dollars ($1,019,000.00) without written approval of Commission's Representative ("Total Funding Amount"). The Commission shall pay the County within six weeks after receipt by the Commission of an original invoice. Should the Commission contest any portion of an invoice, that portion shall be held for resolution, without interest, but the uncontested balance shall be paid.

3.22.2 Payment of Funding. County shall submit a monthly itemized statement which indicates work completed by County Contractor. The statement shall describe the amount of Services and materials provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the Statement. Charges specific to each construction schedule milestone shall be listed separately on an attachment to each statement. Each statement shall include a cover sheet bearing a certification as to the accuracy of the statement signed by the County's Project Manager or other authorized officer.

3.22.2.1 Final Acceptance by County. County shall provide to Commission, with its final invoice for payment, .a copy of County's written notice of acceptance and certificate of completion of the Services.

3.22.3 Reimbursement for Expenses. County shall not be reimbursed for any expenses unless authorized in writing by the Commission's Representative.

3.22.4 Change Orders. Any change orders in excess of ten thousand dollars ($10,000) must be reviewed and approved in writing by Commission and County.

3.22.5 DBE Statement. Once the Project is completed, County shall provide a statement indicating payments to any DBE subcontractors or materials by dollar amount and as a percentage of the total invoice.

3.23 Prohibited Interests.

3.23.1 Solicitation. County maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for County, to solicit or secure this Agreement. Further, County warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for County, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Commission shall have the right to rescind this Agreement without liability.

3.23.2 Conflict of Interest. For the term of this Agreement, no member, officer, or employee of the Commission, during the term of his or her service with the Commission, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.23.3 Conflict of Employment. Employment by the County of personnel currently on the payroll of the Commission shall not be permitted in the performance of this Agreement, even though such employment may occur outside of the employee's regular working hours or on weekends, holidays or vacation time. Further, the employment by the County of personnel who have been on the Commission payroll within one year prior to the date of execution of this Agreement, where this employment is caused by and or dependent upon the County securing this or related Agreements with the Commission, is prohibited.

3.23.4 Accounting Records. County shall maintain complete and accurate records with respect to all costs and expenses incurred and fees charged under this Agreement. All such records shall be clearly identifiable. County shall allow a representative of the Commission during normal business hours to examine, audit, and make transcripts or copies of any and all ledgers and books of account, invoices, vouchers, canceled checks, and any other records or documents created pursuant to this Agreement. All such information shall be retained by County for at least three (3) years following termination of this Agreement.

3.23.5 Equal Opportunity Employment. County represents that it is an equal opportunity employer and it shall not discriminate against any contractor,

subcontractor, employee or applicant for employment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

3.23.6 Employment of Apprentices. This Agreement shall not prevent the employment of properly indentured apprentices in accordance with the California Labor Code, and no employer or labor union shall refuse to accept otherwise qualified employees as indentured apprentices on the work performed hereunder solely on the ground of race, creed, national origin, ancestry, color or sex. Every qualified apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade in which he or she is employed and shall be employed only in the craft or trade to which he or she is registered.

If California Labor Code' Section 1777.5 applies to the Services, County and any retained contractor hereunder who employs workers in any apprenticeable craft or trade shall apply to the joint apprenticeship council administering applicable standards for a certificate approving County or any retained contractor for the employment and training of apprentices. Upon issuance of this certificate, County and any retained contractor shall employ the number of apprentices provided for therein, as well as contribute to the fund to administer the apprenticeship program in each craft or trade in the area of the work hereunder.

The parties expressly understand that the responsibility for compliance with provisions of this Section and with Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code in regard to all apprenticeable occupations lies with County Contractor, and County shall include such clause in its agreement with County Contractor.

3.24 Governing Law. This Agreement shall be governed by and construed with the laws of the State of California. Venue shall be in Riverside County.

3.25 Attorneys' Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and, all other costs of such actions.

3.26 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.27 Headings. Article and Section Headings, paragraph captions or marginal headings contained in this Agreement are for convenience only and shall have no effect in the construction or interpretation of any provision herein.

3.28 Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

COUNTY:

County of Riverside
Transportation Department
4080 Lemon Street, 12th Floor
Riverside, CA 92501
Attn: Deputy Director

COMMISSION:

Riverside County
Transportation Commission
4080 Lemon Street, 3rd Floor
Riverside, CA 92501
Attn: Executive Director

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S mail, first class postage prepaid, and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.29 Conflicting Provisions. In the event that provisions of any attached exhibits conflict in any way with the provisions set forth in this Agreement, the language, terms and conditions contained in this Agreement shall control the actions and obligations of the Parties and the interpretation of the Parties' understanding concerning the performance of the Services.

3.30 Amendment or Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.31 Entire Agreement. This Agreement contains the entire agreement of the Parties relating to the subject matter hereof and supersedes all prior negotiations, agreements or understandings.

3.32 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.33 No Waiver. Failure of Commission to insist on any one occasion upon strict compliance with any of the terms, covenants or conditions hereof shall not be deemed a waiver of such term, covenant or condition, nor shall any waiver or relinquishment of any rights or powers hereunder at any one time or more times be deemed a waiver or relinquishment of such other right or power at any other time or times.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date first herein above written.

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

By:_____

Robert E. Magee, Chair

COUNTY OF RIVERSIDE

_____

Signature

_____

Name

_____

Title

ATTEST:

_____

County Clerk

APPROVED AS TO FORM:

Best Best & Krieger LLP

By:_____

General Counsel to Riverside County Transportation Commission

APPROVED AS TO FORM:

By: M B Victor Deputy 11/10/09

County Counsel Marsha L. Victor

EXHIBIT "A"

PROPOSED PROJECT - PART 1 OF 2

A. Project Description:

The project is on State Route 60 at the Valley Way Interchange (KP 12.1, PM 7.5). The project improvements include relocating the eastbound exit ramp west of the existing diamond entrance interchange as a hook ramp onto Mission Boulevard and adding an additional eastbound entrance ramp at the same location, also as a hook ramp. The Valley Way/Mission Boulevard intersection will be widened and reconfigured to accommodate future traffic volumes through the intersection. A map showing the location of the project is included in Appendix A, Figure 1. The existing SR60 eastbound exit ramp terminus is not signalized and is in close proximity to the Valley Way/Mission Boulevard intersection, resulting in an operational deficiency during peak periods. The intent of the project is to improve traffic operations for the SR60 eastbound exit ramp.

B. Existing Highway:

SR60 is a major regional freeway that provides for east-west travel movement in Riverside, San Bernardino, and Los Angeles Counties. The Valley way interchange is located on SR60 2.4 km from the Pyrite Street interchange to the west and 3.2 km from the Rubidoux Boulevard interchange to the east. Valley way is a four-lane arterial road in the immediate vicinity of the interchange, but narrows to two lanes north and south of the interchange. Valley way connects the Rubidoux area and other communities to the north with the Pedley area and other communities to the south. The eastbound ramp terminal intersection at Valley Way is unsignalized; however, the intersection of Valley Way and Mission Boulevard located immediately south is signalized The existing undercrossing structure has an approximate 30 meter span across Valley Way with closedOend abutments. Mission Boulevard is a four-lane arterial street operation parallel and to the south of SR60.

C. Safety Improvements:

The proposed improvements will reduce congestion and improve the operation at the eastbound exit ramp and the Valley Way/Mission Boulevard intersection, and thus expected to reduce traffic accidents. The new eastbound ramp terminal intersection will be signalized for improved operation. The existing left turn movement from southbound Valley Way to the existing eastbound entrance has been eliminated to reduce potential accidents associated with this movement. The roadway slopes will be flattened to a recovery slope of 1:4. Nearby utility obstructions at the new ramp terminus will be relocated beyond the clear recovery zone or protection services will be provided.

Exhibit "A"

Drawings Part 2 of 2

Consisting of 5 drawings

INDEX OF SHEETS

Sheet No.	Description
1	Title and Location Map
2-3	Typical Cross Sections
4	Key Map and Line Index
5-8	Layouts
9-10	Profiles and Superelevation Diagrams
11-21	Construction Details
22-27	Temporary Water Pollution Control
28-31	Contour Grading
32-44	Drainage Plans, Profiles, Details and Quantities
45-46	Utility Plans
47	Construction Area Signs
50-60	Stage Construction Plans, Traffic Handling Plans and Quantities
61-64	Pavement Delineation Plans, Details and Quantities
65-72	Sign Plans, Details and Quantities
73-74	Summary of Quantities
75-79	Retaining Wall Plans, Details, Quantities and Log of Test Borings
80-83	Sound Wall Plans, Details, Quantities and Log of Test Borings
84-87	Irrigation Plans
88-99	Electrical Plans

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

PROJECT PLANS FOR CONSTRUCTION ON
STATE HIGHWAY
IN RIVERSIDE COUNTY
IN RUBIDOUX
FROM 1.2 km WEST OF VALLEY WAY UNDERCROSSING TO VALLEY WAY UNDERCROSSING

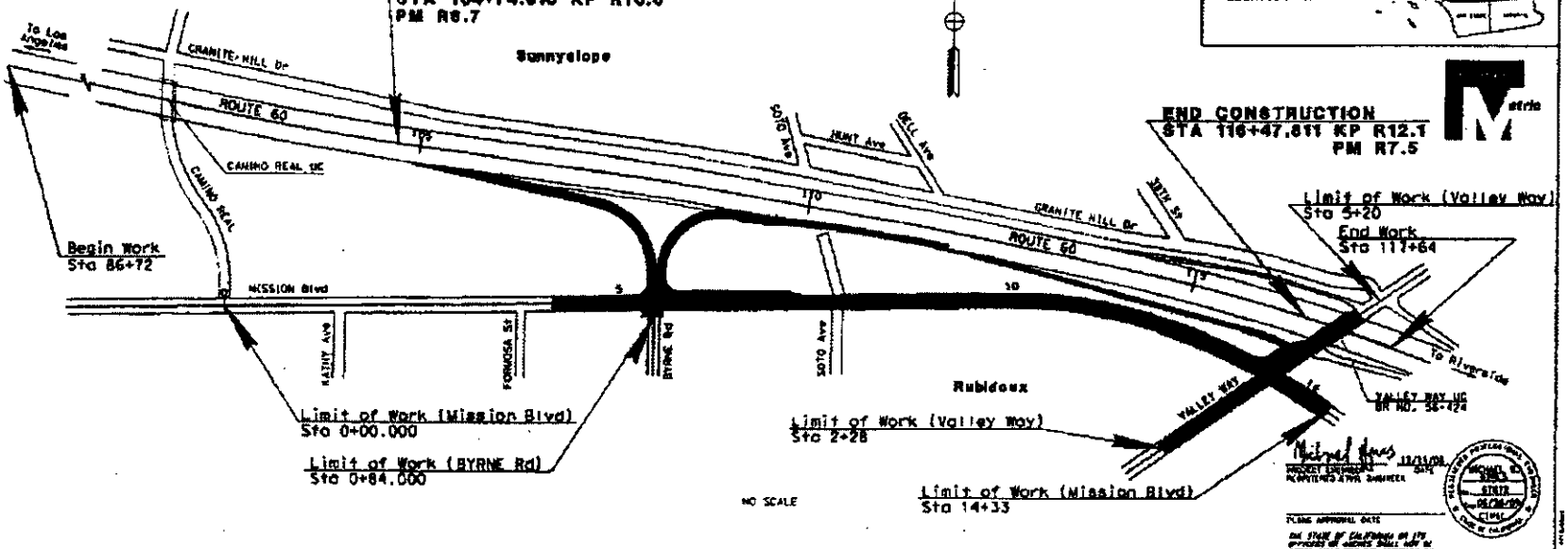
To be supplemented by Standard Plans dated July, 2004

DIST	COUNTY	ROUTE	TOTAL PROJECT	SHEET NO.	TOTAL SHEETS
08	RIV	60	R10.6/R12.1	1	99

LOCATION MAP

BEGIN CONSTRUCTION
STA 104+74.815 KP R10.6
PM R6.7

END CONSTRUCTION
STA 116+47.611 KP R12.1
PM R7.5



REVIEWED/CONCURRED	RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT	
	RECOMMENDED BY:	APPROVED BY:
	DATE	DATE
	DATE	JOHN FEARY, DIRECTOR OF TRANSPORTATION, RCE NO. 46566 DATE

COUNTY OF RIVERSIDE
TRANSPORTATION DEPARTMENT
3525 LEMON STREET 9th FLOOR
RIVERSIDE, CA 92502

CH2M HILL CORPORATION
2020 E. FIRST ST., SUITE 400
SANTA ANA, CA 92705

Contract No. 08-463504

CU 08224 EA 463501

THE CONTRACTOR SHALL POSSESS THE CLASS (OR CLASSES) OF LICENSE AS SPECIFIED IN THE "NOTICE TO CONTRACTORS."

BORDER LAST REVISED 3/1/2007 | CALTRANS WEB SITE IS: HTTP://WWW.DOT.CA.GOV/ | RELATIVE BORDER SCALE IS IN MILLIMETERS 0 20 40 60 80

REGISTERED PROFESSIONAL ENGINEER JEFFREY G. CHAPMAN
REGISTRATION NO. 50349 | DATE SIGNED 06/30/09
APPROVED AS TO IMPACT ON STATE FACILITIES AND COMPLIANCE WITH APPLICABLE STATE STANDARDS AND POLICIES
CALTRANS DESIGN PROJECT MANAGER GEORGE MONNIG

NOTES:

1. FOR COMPLETE RIGHT OF WAY AND ACCURATE ACCESS DATA, SEE RIGHT OF WAY RECORD MAPS AT DISTRICT OFFICE.
2. COORDINATE VALUES SHOWN ARE CCS83 ZONE 5.
3. FOR REMOVAL OF EXISTING FACILITIES, SEE CONSTRUCTION DETAIL SHEETS.
4. FOR CURB AND DIKE TRANSITIONS, SEE CONSTRUCTION DETAIL SHEETS.

ABBREVIATIONS:

AFTS	ALTERNATIVE FLARED TERMINAL SYSTEM
TCE	TEMPORARY CONSTRUCTION EASEMENT
HMA	HOT MIX ASPHALT
MVP	MAINTENANCE VEHICLE PULLOUT

LEGEND:

- (X) CURVE ALIGNMENT NUMBER
- PLACE HMA (MISCELLANEOUS AREA)
- COLD PLANE AC PAVEMENT (60 mm Max)
- ROCK BLANKET
- [X] STRUCTURAL SECTION TYPE (REFER TO TYPICAL CROSS SECTIONS FOR STRUCTURAL SECTIONS)

Dist	COUNTY	ROUTE	POST MILE PREFIX	TOTAL PROJECT	SHEET NO.	TOTAL SHEETS
08	RIV	60	R10.8/R12.7		5	99

REGISTERED CIVIL ENGINEER — DATE

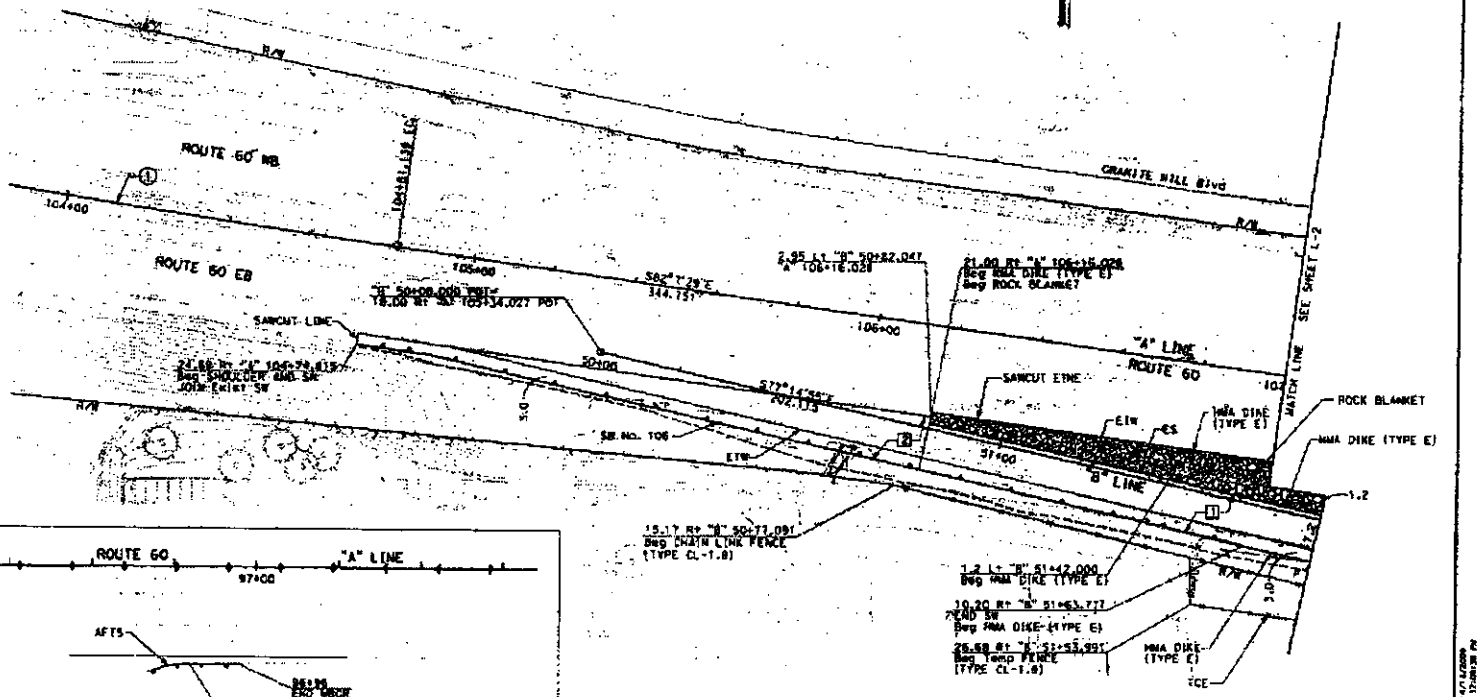
PLANS APPROVAL DATE

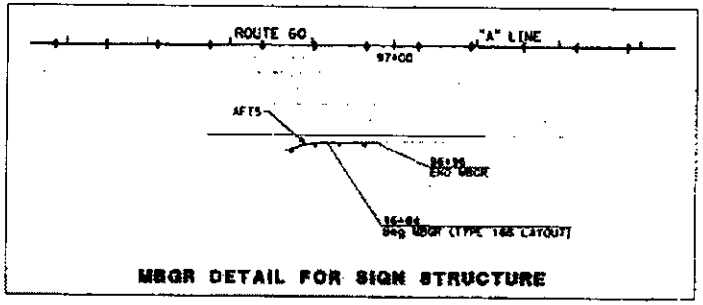
THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF ELECTRONIC COPIES OF THIS PLAN SHEET.

REGISTERED PROFESSIONAL ENGINEER — MICHAEL W. MAH — No. 63732 — 06/30/09 — CIVIL — STATE OF CALIFORNIA

RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT, 3560 UNIVERSITY AVENUE, 3RD FLOOR, RIVERSIDE, CA 92501

URS CORPORATION, 3200 EAST FIRST STREET, SUITE 300, SANTA ANA, CA 92705





MBGR DETAIL FOR SIGN STRUCTURE

CURVE DATA				
No.	R	Δ	T	L
(1)	3809.985	3°50'50"	127.963	255.630

ALL DIMENSIONS ARE IN METERS UNLESS OTHERWISE SHOWN

LAYOUT
SCALE 1:500

L-1

BORDER LAST REVISED 3/1/2007

RELATIVE BORDER SCALE IS IN MILLIMETERS 0 10 20 30 40

USERNAME: [illegible] DGN FILE: [illegible]

DU 06224

EA 463501

DATE PLOTTED = 07/17/2009 10:28:38 AM

DATE PLOTTED = 07/17/2009 10:28:38 AM

REVISION DATES

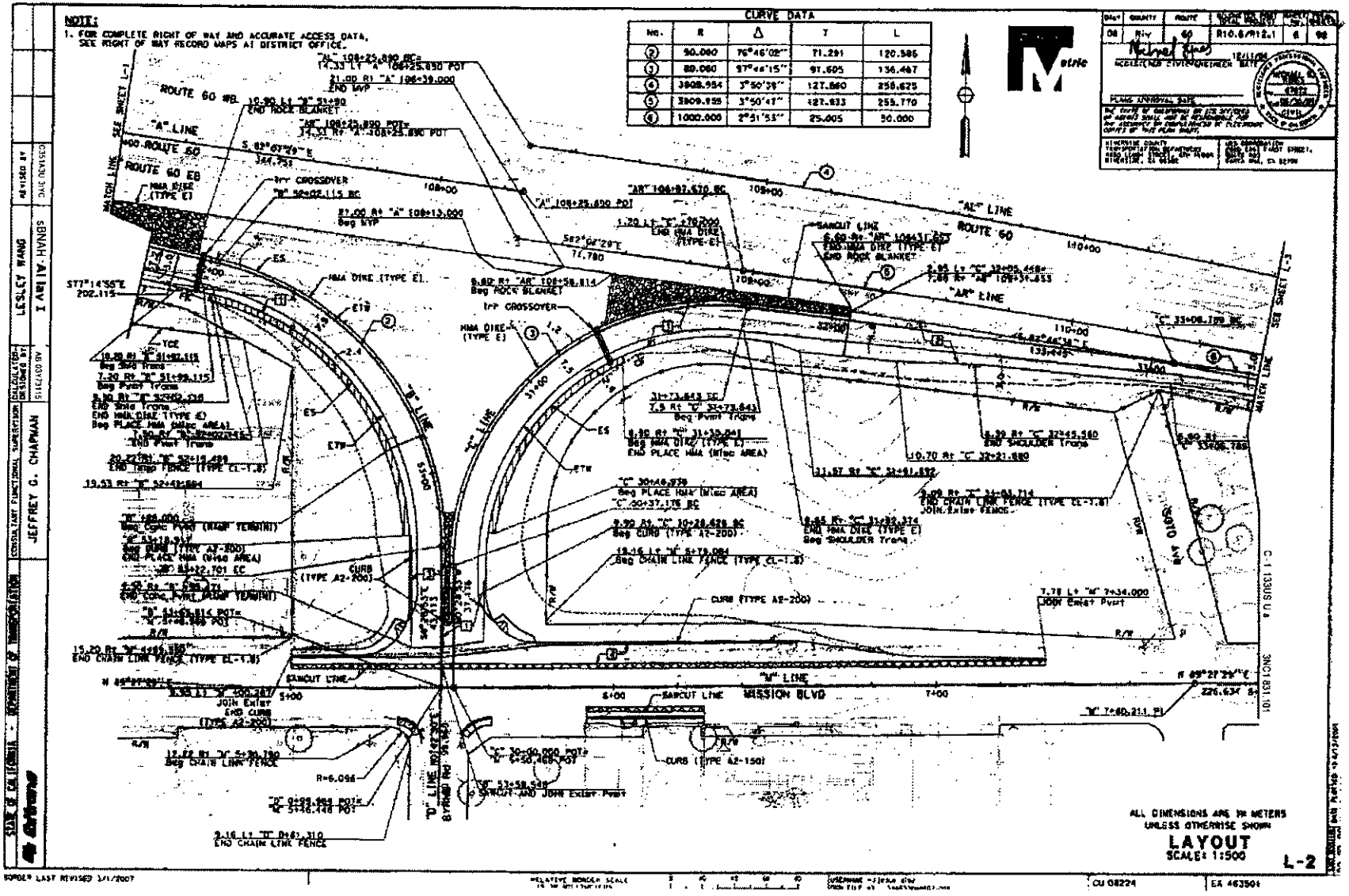
07-00-00		

DESIGNED BY: [illegible]
DRAWN BY: [illegible]
CHECKED BY: [illegible]
QUANTITY BY: [illegible]
SUBMITTED BY: [illegible]
DATE: [illegible]

P.O. BOX 1605
SACRAMENTO, CA 95812-1605

[illegible] Wer4rr10 0 A311J43r

NO1 arm7Am D Mu%1 - Treated D kYiS


NOTE:
1. FOR COMPLETE RIGHT OF WAY AND ACCURATE ACCESS DATA, SEE RIGHT OF WAY RECORD MAPS AT DISTRICT OFFICE.
CURVE DATA
NO. | R | Δ | T | L
② | 90.000 | 76°46'02" | 71.291 | 120.585
③ | 80.000 | 97°46'15" | 97.605 | 136.487
④ | 3808.954 | 3°50'39" | 127.860 | 255.625
⑤ | 3909.955 | 3°50'41" | 127.833 | 255.770
⑥ | 1000.000 | 2°51'53" | 25.005 | 50.000
ROUTE 60 WB
ROUTE 60 EB
"A" LINE
"AR" LINE
"AL" LINE
"B" LINE
"C" LINE
"M" LINE
MISSION BLVD
HMA DIKE (TYPE E)
CURB (TYPE A2-200)
CURB (TYPE A2-150)
SAWCUT LINE
END ROCK BLANKET
END CHAIN LINK FENCE (TYPE CL-1.8)
END SHOULDER Transition
END HMA DIKE (TYPE E)
END PLACE HMA (Misc AREA)
JOIN Exist Fence
JOIN Exist Pvmt
SEE SHEET L-1
SEE SHEET L-3
ALL DIMENSIONS ARE IN METERS UNLESS OTHERWISE SHOWN
LAYOUT
SCALE: 1:500
L-2
LESLEY WANG
ISAIAH CHAPMAN
JEFFREY G. CHAPMAN
STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
CONSULTANT FUNCTIONAL SUPERVISOR
DESIGNED BY
CALCULATION/DESIGN BY
CHECKED BY
REVISED BY
DATE REVISED
Metric
CU 08224
EA 463504

NOTE!

FOR COMPLETE RIGHT OF WAY AND ACCURATE ACCESS DATA, SEE RIGHT OF WAY RECORD MAPS AT DISTRICT OFFICE.

CURVE DATA				
No.	R	Δ	T	L
①	3808.554	3°50'36"	127.660	255.625
②	3808.955	3°50'47"	127.933	255.710
③	1000.000	2°51'53"	25.005	50.000
④	518.360	34°32'38"	161.168	312.513
⑤	2265.973	9°28'29"	188.776	376.884

State	COUNTY	ROUTE	POST MILE PREFIX	SHEET NO.	TOTAL SHEETS
08	Riv	60	R10.8/R12.1	7	99

12/11/09
REGISTERED CIVIL ENGINEER DATE

PLANS APPROVAL DATE

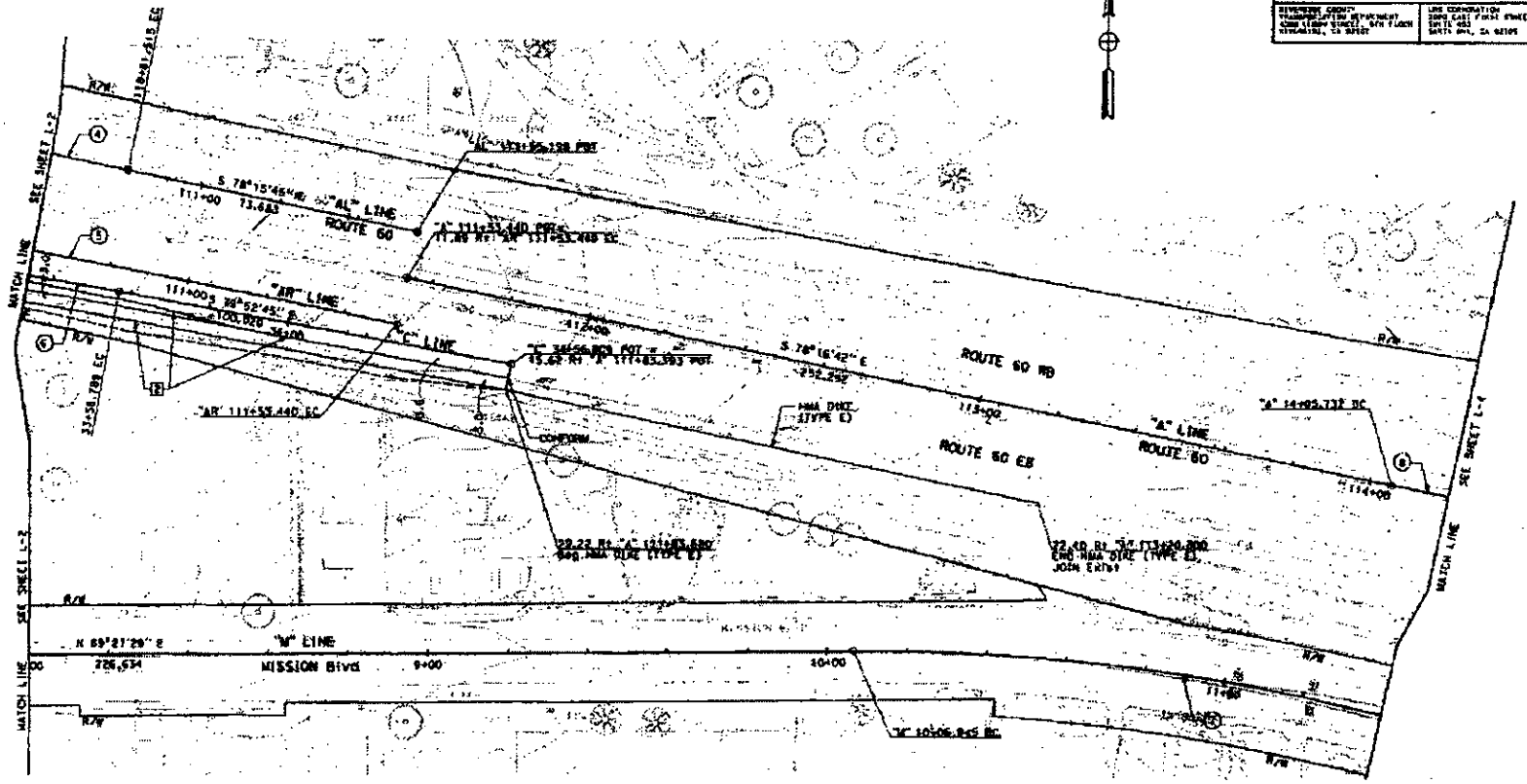
THE SEAL OF AN ENGINEER OF LIS DEPTOF ON ANOTHER SHALL NOT BE CONSTRUED AS THE ACCEPTANCE OF AN ENGINEER'S SEAL OF ANY KIND.

RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT 3560 UNIVERSITY AVENUE, SUITE 100 RIVERSIDE, CA 92501

URS CORPORATION 3200 EAST FIRST STREET, SUITE 300 SANTA ANA, CA 92705

CONSULTANT FUNCTIONAL SUPERVISOR: JEFFREY G. CHAPMAN
CALCULATED/DESIGNED BY: LESLEY WANG
CHECKED BY: MICHAEL R. HYMES
REVISED BY
DATE REVISED

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION



ALL DIMENSIONS ARE IN METERS UNLESS OTHERWISE SHOWN

LAYOUT

SCALE: 1:500

L-3

BORDER LAST REVISED 3/1/2007

RELATIVE BORDER SCALE IS IN MILLIMETERS

0 10 20 30 40

USERNAME = LWANG, SHAW
DGN FILE = ...\08-0000-0000-L3.dgn

CU 08224

EA 483501

USE ACTUAL PLOTTED SCALE FOR FINE PRINTED 08-00-000

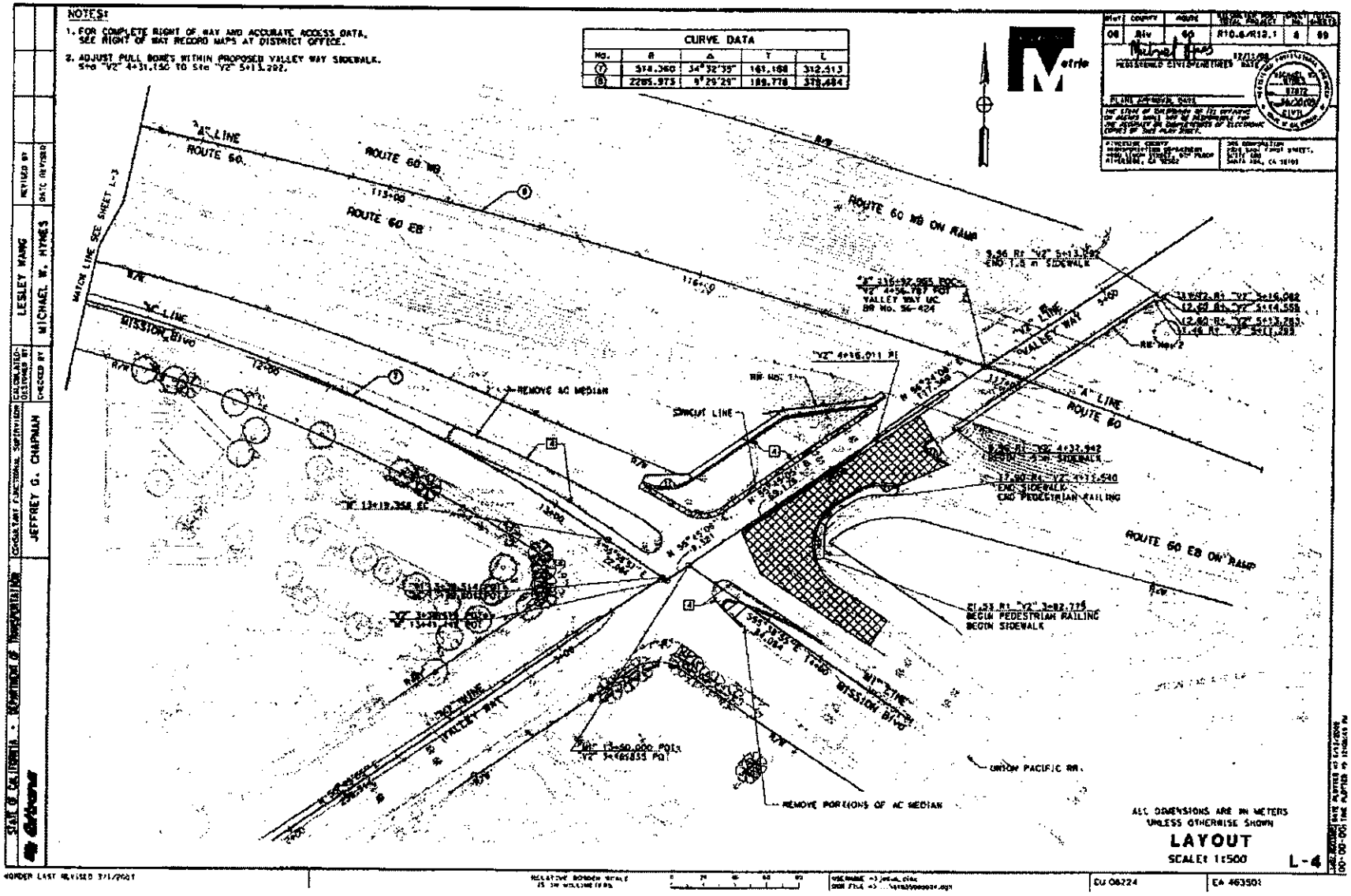

NOTES:
1. FOR COMPLETE RIGHT OF WAY AND ACCURATE ACCESS DATA, SEE RIGHT OF WAY RECORD MAPS AT DISTRICT OFFICE.
2. ADJUST PULL BOXES WITHIN PROPOSED VALLEY WAY SIDEWALK. Sta "V2" 4+31.150 TO Sta "V2" 5+13.292.
CURVE DATA
NO. R Δ T L
7 518.360 34°32'35" 161.168 312.413
8 2285.975 9°29'29" 189.778 378.484
"A" LINE ROUTE 60
ROUTE 60 WB
ROUTE 60 EB
ROUTE 60 WB ON RAMP
MATCH LINE SEE SHEET L-3
"M" LINE MISSION Blvd
"V2" 4+16.011 PI
REMOVE AC MEDIAN
CENTER LINE
"VALLEY WAY
"A" LINE ROUTE 60
ROUTE 60 EB ON RAMP
"M" 13+19.356 PT
"M" 13+50.000 PCIX "V2" 5+68.855 PCI
"M" LINE MISSION Blvd
VALLEY WAY
UNION PACIFIC RR.
REMOVE PORTIONS OF AC MEDIAN
ALL DIMENSIONS ARE IN METERS UNLESS OTHERWISE SHOWN
LAYOUT
SCALE: 1:500
L-4
STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
Caltrans
CONSULTANT FUNCTIONAL SUPERVISOR
JEFFREY G. CHAPMAN
DESIGNED BY LESLEY WANG
CHECKED BY MICHAEL W. HYMES
REVISED BY
DATE REVISED
Metric
08 Riv 60 R10.6/R12.1 8 89
PLANS APPROVAL DATE
THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF ELECTRONIC COPIES OF THIS PLAN SHEET.
ORDER LAST REVISED 3/1/2001
DU 08224
EA 463501

EXHIBIT "B"

REIMBURSABLE PROJECT SERVICES

Project Services subject to Commission funding under this Agreement include Project construction costs, including change orders to the construction contract approved by the County and the Commission, in an amount not to exceed the Total Funding Amount.

The Total Funding Amount shall not include County costs attributed to the preparation of invoices, billings and payments, County fees attributed to the processing of the Project, and expenses for items of work not included with the Services described in Exhibit "A" of this Agreement.

[Exhibit "B" continued on following page]

Exhibit "B"

Riverside County Transportation Department

Project: VALLEY WAY AT SR-60 Hook Ramps

Project No.(s): B0-0491

Project Costs and Budget

Activity	Incurred Costs	Projected Costs	Total Costs	Existing Budget	Proposed Budget
Preliminary Survey	97,264	7,736	105,000	83,000	105,000
Environmental	129,287		129,287	133,000	129,000
Design	1,115,401	35,427	1,150,828	854,000	1,151,000
Right-of-way	2,493,373	536,349	3,029,722	3,519,000	3,030,000
Utilities	25,475	55,549	81,024	398,000	81,000
Construction		3,095,175	3,095,175	4,600,000	3,405,000
Construction Contingency		309,517	309,517		
Additional Contingency			464,276		464,000
Construction Engineering & Inspection	7,407	622,593	630,000	575,000	630,000
Construction Survey	714	199,286	200,000	175,000	200,000
Totals:	**3,868,921**	**4,861,632**	**9,194,830**	**10,337,000**	**9,195,000**

Project Funding

Code	Name	Existing Budget	Proposed Budget
103	CMAQ - Federal Congestion & Air Quality	4,542,000	3,133,000
116	Federal Economic Stimulus Funds		3,869,000
201	Proposition 111 (Gas Tax)	165,000	165,000
301	Measure A / Western	1,310,000	1,009,000
399	**RCTC - Measure A**		**1,019,000**
999	Unfunded	4,320,000	
	Totals	**10,337,000**	**9,195,000**

Printed: November 4,09 8:40 AM

Funding by Project Phase

Total	CMAQ	G.Tax	Meas. A Western	RCTC Meas. A	ARRA
1,385.0	597.0	131.0	657.0		
3,030.0	2,536.0	27.0	277.0	**190.0**	
81.0		6.0	75.0		
3,404.7					3,404.7
464.0				**464.0**	
537.0			0.0	**166.0**	371.0
293.0		1.0	0.0	**199.0**	93.0
9,194.7	3,133.0	165.0	1,009.0	**1,019.0**	3,868.7

Total Construction Funding by Source:

Total	CMAQ	G.Tax	Meas. A Western	RCTC Meas. A	ARRA
4,698.7	0.0	1.0	0.0	829.0	3,868.7

938A

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

FROM: TLMA - Transportation Department

SUBMITTAL DATE:
October 29, 2009

SUBJECT: Maintenance Agreement between the County of Riverside and the City of Indio for road and storm drain maintenance on Manila Avenue east of Van Buren Street

RECOMMENDED MOTION: That the Board of Supervisors:

(1) Approve the Maintenance Agreement between the County of Riverside and the City of Indio and;

(2) Authorize the Chairman of the Board to execute the same.

BACKGROUND: In the City of Indio, Parcel Map 34740 is conditioned to fully improve Manila Avenue from Van Buren Street to the easterly end of the road. The current City/County line is located 12 feet north of the centerline of the road per attached exhibit "B". The Riverside County Transportation Department has agreed to accept the maintenance responsibility for the

Juan C. Perez
Director of Transportation

JCP:jj:sb
(Continued On Attached Pages)

FINANCIAL DATA				
	Current F.Y. Total Cost:	$ 3,500	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: Gas Tax will fund maintenance (100%)

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION:

APPROVE

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
BY: SYNTHIA M. GUNZEL DATE 11-4-09

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

Prev. Agn. Ref. | **District:** 4 | **Agenda Number:** 3.125

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

Form 11 (Rev 07/2007)

remaining portion of the road (approximately 13,680 sq. ft.), a catch basin and 8 linear feet of 24 inch diameter storm drain within the City limits. County project number is MS 4223, IP 090038.

The County improvements include curb, gutter, a paved asphalt concrete shoulder, a catch basin, and a connector storm drain, which connects to a City maintained retention basin. The road improvements will properly drain the road to eliminate or minimize standing water that would otherwise continue on the County side.

The developer is funding all construction and construction inspection costs 100%.

Annual maintenance costs are estimated at $3,500 for this location, to be funded from gas tax.

Project Number: M 4322.

Riverside County Contract No. 09-10-006

MAINTENANCE AGREEMENT

BETWEEN THE COUNTY OF RIVERSIDE

AND THE CITY OF INDIO

THIS AGREEMENT IS MADE and entered into this _____ day of _____, by and between the County of Riverside, a political subdivision of the State of California, hereinafter called "COUNTY" and the City of Indio, a municipal corporation, hereinafter called "CITY".

I. RECITALS

A. The City of Indio has jurisdictional control over that certain parcel of real property located in the City of Indio, State of California, as more particularly described in Exhibit "A" which is attached hereto and incorporated herein by this reference. As a condition of approval of the Street Improvement plans, the City has requested that the County enter in an agreement with the City for service and maintenance of that portion of Manila Avenue (the "Maintenance Area"), as described in Exhibit "B", which is attached hereto and incorporated herein by this reference.

B. The County desires to fulfill the Condition, and is hereby entering into this Agreement with the City, subject to the conditions and terms as noted herein.

II. AGREEMENT

In consideration of the foregoing Recitals and the mutual promises, covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County and the City agree as follows:

A. Maintenance and Repair

The County and its contractors, agents and employees, at the sole cost of the County, shall maintain and repair as necessary, the portion of the Maintenance Area designated on Exhibit "B". Said maintenance shall include, but is not limited to, patching potholes; replacing signs and markers; providing repair of the road surface and shoulder area as a result of storm or other damage; maintaining and cleaning the storm drain and catch basin, and removing debris from the right-of-way.

B. Indemnity

This section shall govern any liability incurred by one party through the fault of the other party.

1. Neither City nor any officer or employee of City shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of County under or in connection with any work, authority, or jurisdiction delegated to County under this agreement. It is also understood and agreed that, pursuant to Government Code Section 895.4, County shall fully indemnify, defend, and hold City harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of any acts or omissions on the part of County

under or in connection with any work, authority, or jurisdiction delegated to County under this Agreement.

2. Neither County nor any officer or employee of County shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of City under or in connection with any work, authority, or jurisdiction delegated to the City under this agreement. It is also understood and agreed that pursuant to Government Code Section 895.4, City shall fully indemnify, defend, and hold County harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of any acts or omissions on the part of the City under or in connection with any work, authority, or jurisdiction delegated to City under this Agreement.

C. Term

The term of this Agreement shall commence on the date that this Agreement has been executed by all parties. This Agreement shall remain in effect until such time that the parties hereto mutually agree to terminate this Agreement.

D. Modification and Termination

This Agreement may not be modified, terminated or rescinded, in whole or part, except by a written instrument duly executed and attested by the parties hereto or their successors or assigns.

E. Interpretation: Governing Law

This Agreement shall be construed according to its fair meaning and as if prepared by both parties hereto. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement. Titles and captions are for convenience only and shall not constitute a portion of this Agreement. As used in this Agreement, masculine, feminine or neutral gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates.

F. Notices

All notices to be delivered hereunder if personally delivered shall be deemed received when delivered; such notices, if mailed in the United States mail, shall be mailed postage prepaid, registered or certified, with return receipt requested, and shall be deemed delivered on the date stated on the return receipt; and such notices if mailed in any other manner shall be deemed received on actual receipt. Notices shall be mailed in the above manner to the following addresses:

County

Director of
Transportation
County of Riverside
P. O. Box 1090
Riverside, CA 92502

City

Public Works Director
City of Indio
100 Civic Center Mall
Indio, CA 92202

Either party may from time to time change address for notice by notifying the other party of such new address in the manner set forth in Paragraph F.

G. Entire Agreement

This Agreement contains the entire agreement of the parties hereto with respect to the matters covered hereby, and all negotiations and agreements, statements or promises between the parties hereto or their agents with respect to this transaction are merged in this Agreement, which alone expresses the parties' rights and obligations and if not contained herein shall not be binding or valid against either of the parties hereto.

H. Successors and Assigns

This Agreement shall be binding on the parties hereto and their respective heirs, successors, representatives, transferees and assigns.

I. No Third Parties Benefited

This Agreement is made for the sole benefit and protection of the City and County, and their respective successors and assigns. No other person shall have any right of action or right to rely thereon.

J. Time of the Essence

Time is of the essence of each of the terms, covenants and conditions of this Agreement.

K. No Waiver

No delay or omission by either party hereto in exercising any right or power accruing upon the compliance or failure of performance by the other party hereto under the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either party hereto of a breach of any of the covenants, conditions or agreements hereof to be performed by the

party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions thereof.

L. Severability

If any term, provision, condition or covenant of this Agreement or the application thereof to any party or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this instrument, or the application of such term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

M. Counterparts

This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all parties are not signatories to the original or the same counterpart. The parties may also deliver executed copies of this Amendment to each other by facsimile, which facsimile signatures shall be binding. Any facsimile delivery of signatures shall be followed by the delivery of executed originals.

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///

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement.

Dated:

Recommended for Approval:

By: _____
Title: Grant D. Eklund, P.E.
City Engineer, City of Indio

CITY OF INDIO, a municipal corporation

By: _____
Title: Glenn D. Southard
City Manager, City of Indio

Recommend for Approval:

By: _____
Title: Juan C. Perez
Director of Transportation

COUNTY OF RIVERSIDE, a political subdivision of the State of California

By: _____
Title: Chairman, Board of Supervisors

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: _____
Title: Deputy

ATTEST:
Cynthia Hernandez
City Clerk

By: _____
Title: City Clerk

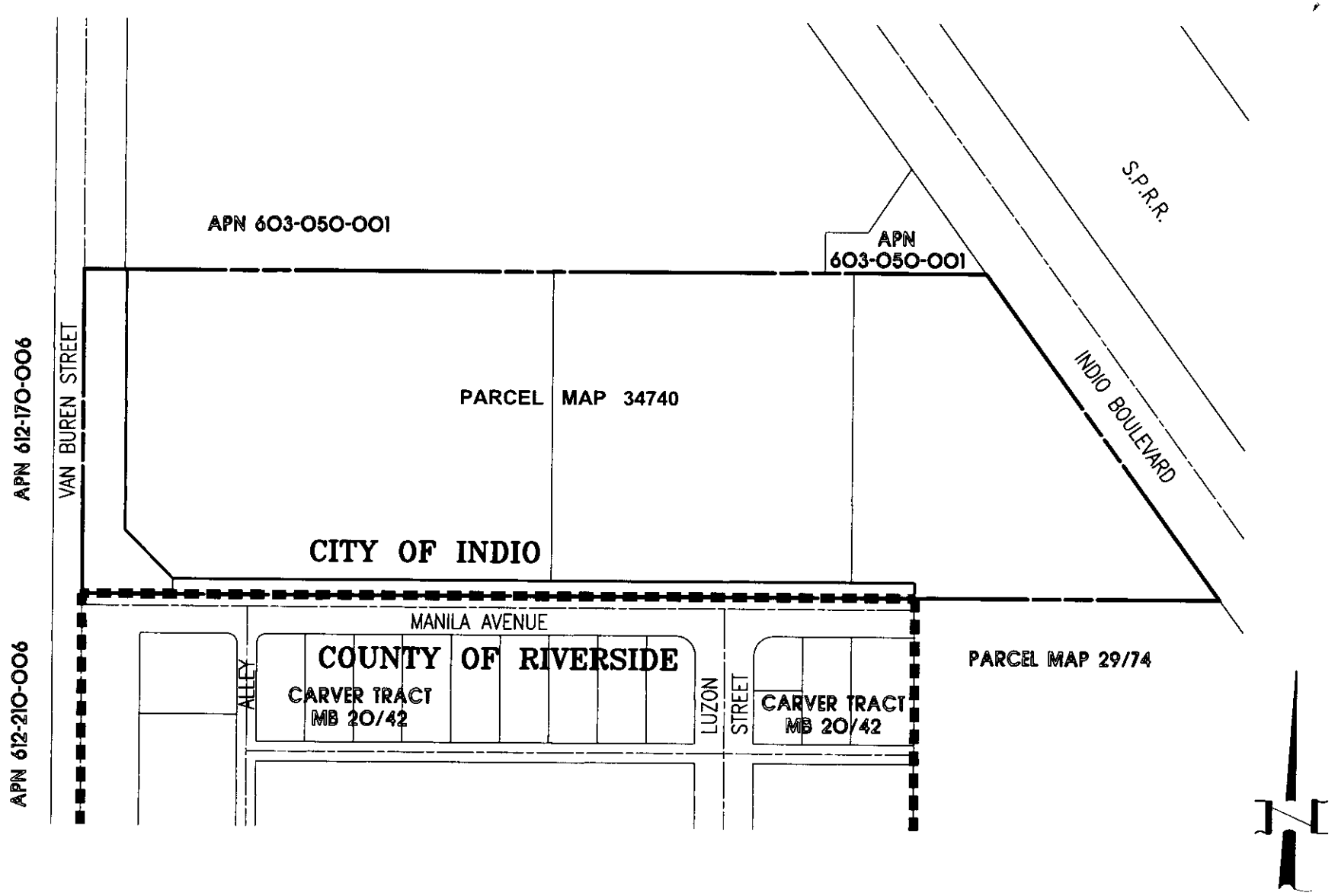
APPROVED AS TO FORM:
Pamela J. Walls
County Counsel

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

APPROVED AS TO FORM:
Edward Z. Kotkin
City Attorney, City of Indio

By: _____
Title: Edward Z. Kotkin
City Attorney, City of Indio

EXHIBIT "A"



LEGEND:

■■■■■■■ COUNTY/CITY BOUNDARY LINE

SCALE 1"=150'

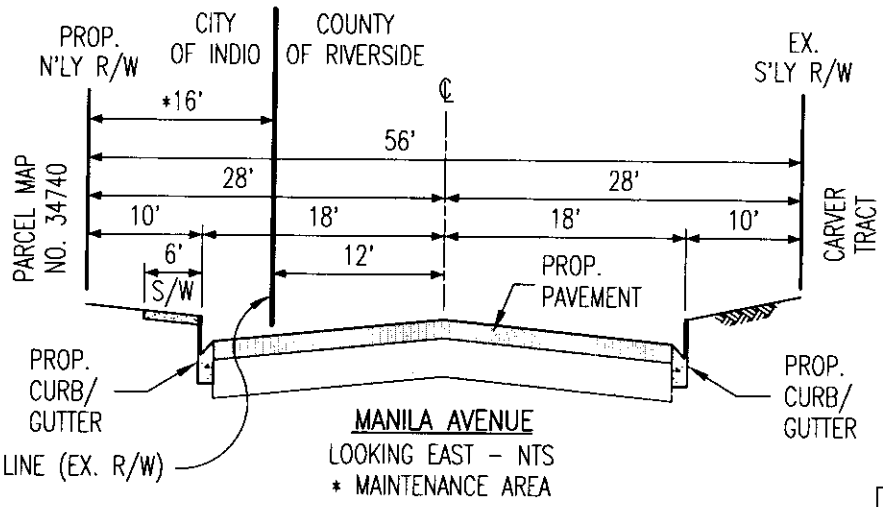
76300\MAPPING\MAINT\EXH-A 7/9/09

EXHIBIT "B"
MAINTENANCE AREA

LEGEND:

COUNTY/CITY BOUNDARY LINE

MAINTENANCE AREA



SCALE 1" = 100'

APN 603-050-001

APN 603-050-001

APN 612-170-006

VAN BUREN STREET

PARCEL MAP 34740

MAINTENANCE AREA
16'± x 855'± =
13,680 SQ. FT. ±

CITY OF INDIO

MANILA AVENUE

COUNTY OF RIVERSIDE

ALLEY

CARVER TRACT
MB 20/42

LUZON STREET

CARVER TRACT
MB 20/42

APN 612-210-006

76300\MAPPING\MAINT\EXH-B 7/9/09

837A

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

FROM: Treasurer-Tax Collector

SUBMITTAL DATE:
October 29, 2009

SUBJECT: Annual Renewal of Delegation of Investment Authority to County Treasurer by Means of Adopting Amendment to RCO No. 767

RECOMMENDED MOTION: That the Board of Supervisors introduce and at the following meeting adopt Ordinance No. 767.13 an ordinance amending Ordinance No. 767 to provide for the annual renewal of delegation of investment authority to the County Treasurer.

BACKGROUND: Government Code Sections 27000.1 and 53607 provide that the Board may, by ordinance, delegate investment authority to the County Treasurer for a period of one year subject to annual renewal. Upon delegation, the County Treasurer assumes full responsibility for those transactions and provides the Board with a monthly report. Government Code Section 27000.3 makes the Board the fiduciary agent of the County unless the Board has delegated investment authority to the County Treasurer. It has been the Board's practice to delegate investment authority to the County Treasurer and to annually renew the delegation of that authority. The delegation of investment authority to the County Treasurer is the norm and is anticipated in numerous code sections. The proposed amendment to Ordinance No. 767 provides for the annual renewal of the delegation of investment authority to the County Treasurer. In addition, Government Code Section 53608 authorizes the Board to delegate to the County Treasurer the authority to deposit funds for safekeeping. The delegation of this authority continues until revoked. The proposed amendment preserves the Board's previous delegation of this authority to the County Treasurer.

Don Kent, Treasurer - Tax Collector

FORM APPROVED COUNTY COUNSEL
BY: DALE A. GARDNER DATE 11/22/09
Departmental Concurrence

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

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

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Stone, seconded by Supervisor Tavaglione and duly carried, IT WAS ORDERED that the above ordinance was approved as introduced with waiver of the reading.

Ayes: Tavaglione, Stone and Ashley
Nays: None
Absent: Buster
Date: November 3, 2009
xc: ~~Treasurer, cop~~

Kecia Harper-Ihem
~~Clerk of~~ the Board
~~By:~~
Deputy

Prev. Agn. Ref.: | **District:** | **Agenda Number:** 3.126

Form 11 (Rev 06/2003)

ORDINANCE NO. 767.13

AN ORDINANCE OF THE COUNTY OF RIVERSIDE AMENDING ORDINANCE NO. 767 DELEGATING AUTHORITY TO THE COUNTY TREASURER TO INVEST AND REINVEST FUNDS OF THE COUNTY AND OTHER DEPOSITORS

The Board of Supervisors of the County of Riverside ordains as follows:

Section 1. Ordinance No. 767 is amended in its entirety to read as follows:

"ORDINANCE NO. 767

AN ORDINANCE OF THE COUNTY OF RIVERSIDE DELEGATING AUTHORITY TO THE COUNTY TREASURER TO INVEST AND REINVEST FUNDS OF THE COUNTY AND OTHER DEPOSITORS AND TO DEPOSIT FOR SAFEKEEPING CERTAIN INSTRUMENTS IN IDENTIFIED FINANCIAL INSTITUTIONS

Section 1. PURPOSE. The purpose of this ordinance is to delegate to the County Treasurer the authority to invest or reinvest the funds of the County of Riverside and the funds of other depositors in the county treasury and the authority to deposit for safekeeping in identified financial institutions certain instruments in which the money of the County of Riverside or other depositors in the county treasury is invested.

Section 2. AUTHORITY. Pursuant to Government Code Section 27000.1 and subject to Government Code Section 53607, the Board of Supervisors may by ordinance delegate to the County Treasurer, for a one-year period, the authority to invest or reinvest funds of the County and the funds of other depositors in the county treasury. Pursuant to Government

FORM APPROVED COUNTY COUNSEL
BY [signature] DATE 10/25/19
DALE A. GARDNER

Code Section 53608 the Board of Supervisors may delegate to the County Treasurer the authority to deposit for safekeeping certain instruments in identified financial institutions.

Section 3. DELEGATION OF AUTHORITY. The County Board of Supervisors hereby delegates to the County Treasurer:

a. The authority to invest or to reinvest funds of a local agency, or to sell or exchange securities so purchased for a period of one year from the effective date of this ordinance with such delegation expiring on December 24, 2010. The County Treasurer shall assume full responsibility for these transactions until the Board of Supervisors either revokes this delegation of authority by ordinance or until the delegation expires. The Board of Supervisors may renew this delegation of authority for subsequent one-year periods by adopting an amendment to this ordinance.

b. The authority to deposit for safekeeping certain instruments in identified financial institutions as provided in Government Code Section 53608. The delegation of this authority shall continue until the Board of Supervisors revokes this delegation of authority by ordinance.

Section 4. MONTH LY REPORT. The County Treasurer shall make a monthly report of the investments and reinvestments that he has made pursuant to the authority delegated by this ordinance.

Section 5. EFFECT ON EXISTING LAW. Nothing in this ordinance shall limit the County Treasurer's authority to invest excess funds of the County or another local agency as provided in Government Code Section 53864 or to make pooled investments in commercial paper as provided in Government Code Sections 53635."

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Section 2. This ordinance shall take effect thirty (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)

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

905 A

FROM: Treasurer/Tax Collector

SUBMITTAL DATE:

SUBJECT: Public Auction Sale of Tax-Defaulted Real Property, Sale No. TC-185, scheduled for March 16, 2010 at the Riverside Convention Center, 3443 Orange Street, Riverside, California.

RECOMMENDED MOTION: That the Board of Supervisors:

1) Approve the intended public auction tax sale, TC-185, (2) Approve and adopt the provisions of the Revenue and Taxation Code Section 3698.5(a), 3698.5(c) and Section 4703(a), (3) Adopt Resolution 2009-313 approving the sale of tax-defaulted property, prepared and approved by County Counsel, and (4) Instruct the Clerk of the Board to immediately forward a certified copy of the Board's Resolution to the Tax Collector following Board approval.

The above action will authorize the minimum bid on tax-defaulted real property to be offered at public auction tax sale.

BACKGROUND: Properties for which taxes are not paid are sold to collect back taxes. After the property has been tax-defaulted for a period of five or more years from the original tax-default year, it becomes subject to the Tax Collector's "Notice of Power To Sell Tax-Defaulted Property", which is then recorded. If the property is not subsequently redeemed by the payment of all amounts due, it is offered for sale by the Tax Collector. This action will set in motion the Tax Collector's annual March sale. (Continued)

Don Kent, Treasurer/Tax Collector

FINANCIAL DATA				
	Current F.Y. Total Cost:	$ 38,562.42	In Current Year Budget:	YES
	Current F.Y. Net County Cost:	$ 0.00	Budget Adjustment:	NO
	Annual Net County Cost:	$ 0.00	For Fiscal Year:	2009-10

SOURCE OF FUNDS: Tax Loss Reserve Fund

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION:

APPROVE

BY: Christopher M. Hans

County Executive Office Signature

APPROVED COUNTY COUNSEL
By: A. GARDNER DATE: 1/12/10

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

13

Prev. Agn. Ref.: | **District:** | **Agenda Number:** 3.127

BACKGROUND: (Continued)

SUMMARY OF THE MARCH, 2010 SALE:

The Tax Collector proposes to offer a maximum of three hundred fifty four **(354)** "fee parcels":

a) Three hundred twenty nine **(329)** fee parcels will be offered for the first time at the minimum bid of **full redemption,** plus cost of sale.

b) Twenty one **(21)** fee parcels will be offered for a minimum bid of **50% of taxes only**, plus cost of sale. These parcels have been previously offered.

c) Four **(4)** fee parcels will be offered for a minimum bid of **$550.00** each, which constitutes cost of sale. These parcels have been previously offered.

As indicated in Exhibit "A", the aggregate minimum bid for all parcels is $3,233,363.00.

In general, the financial impact of tax sales can be summarized as follows:

- Sales at, or above, the amount of taxes owed have no direct negative impact on the County's budget.

- Sales at less than the amount of taxes owed have an indirect negative impact on the County's budget. As long as any tax loss (taxes owed minus the net sales price) is within the Teeter Program's annual budget, no subsequent adjustments to the General Fund Budget are required.

For this sale, if all parcels being **reoffered** for sale were to sell for only the minimum bid, the maximum tax loss would be $52,415.95. Taking into account the Teeter formula, which shares this loss with other taxing entities, the maximum loss to the Tax Loss Reserve Fund would be $38,562.42. **Accordingly, there should be no direct impact on the County General Fund because reserves exceeding that amount have been set aside.**

More likely than not, there will be minimal impact upon the Tax Loss Reserve Fund itself. Based upon recent experience, this sale will not realize the maximum loss for three reasons: (i) properties are inevitably pulled from the sale due to bankruptcy or taxpayer redemptions; (ii) some parcels will sell for more than the minimum bid and (iii) other parcels are likely to receive no bids.

Board of Supervisors County of Riverside

RESOLUTION NO. 2009-313

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE APPROVING SALE OF TAX-DEFAULTED PROPERTY SUBJECT TO THE POWER OF SALE AND SETTING THE MINIMUM BID

WHEREAS, the Tax Collector of Riverside County intends to sell at public auction tax-defaulted property subject to the power of sale on March 16, 2010 and requests that the Board of Supervisors of the County of Riverside, State of California, approve the intended sale and any postponement of the sale that may be necessary; the Tax Sale List TC 185 Sale File 4358 is attached hereto as Exhibit "A" and sets forth the property declared tax-defaulted with the year of the tax-default and the assessment number; the notice of the proposed sale will be sent to the State Controller in accordance with Section 3700.5 of the California Revenue and Taxation Code; and

WHEREAS, the Tax Collector in his discretion has determined that the property specified in Exhibit "A" attached hereto and incorporated by reference, and constituting a total of 354 fee parcels, should be offered for sale at a public auction to be held at the Riverside Convention Center, 3443 Orange Street in Riverside, California, on March 16, 2010 starting at 9:00 a.m., with the minimum bid to be in accordance with California Revenue and Taxation Code Section 3698.5; and

WHEREAS, California Revenue and Taxation Code Section 3698.5 provides that, where property has been offered for sale at least once and no acceptable bids therefor have been received at the prescribed minimum price, the Tax Collector may, in his discretion and with the approval of the Board of Supervisors, offer that same property at the same or next scheduled sale at a minimum price that the Tax Collector deems appropriate in light of the most current assessed valuation of that property or any unique circumstance with respect to that property; and

WHEREAS, three hundred twenty-nine (329) fee parcels, or less, will be offered at the tax sale for the first time for the full redemption amount plus cost of sale; twenty-one (21) fee parcels, or less, will be offered for a minimum bid of 50 % of taxes only, plus cost of sale because these parcels have been previously offered and no acceptable bids were received at the prescribed minimum price and because the

FORM APPROVED COUNTY COUNSEL
BY [signature] DATE 10/28/09
SALLY A. GARDNER

Tax Collector deems this proposed minimum bid appropriate in light of the most current assessed valuation of these properties and unique circumstances with respect to these properties; and four (4) fee parcels, or less, will be offered for a minimum bid of $550.00 each, which constitutes the cost of sale because these parcels have been previously offered and no acceptable bids were received at the prescribed minimum price and because the Tax Collector deems this proposed minimum bid appropriate in light of the most current assessed valuation of these properties and unique circumstances with respect to these properties; and

WHEREAS, it is in the best interests of the State of California, the County of Riverside, and cities, school districts, and special districts for whom the Tax Collector collects taxes, to sell said properties; 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 November 24, 2009 that the above recitals are true and correct and that the proposed sale of tax-defaulted property subject to the power of sale and any continuation of the sale is hereby approved and the Tax Collector of the County of Riverside is directed to offer the property described in Exhibit "A" attached hereto and incorporated by reference, at public auction to the highest bidder for cash in lawful money of the United States at the minimum bid set in accordance with California Revenue and Taxation Code Section 3698.5(a) and 3698.5(c) as specified below:

1. Three hundred twenty-nine (329) fee parcels, or less, which are being offered for the first time, will be offered at a minimum bid of the full redemption amount plus cost of sale.
2. Twenty-one (21) fee parcels, or less, which have been previously offered, will be offered for a minimum bid of 50% of taxes only, plus cost of sale.
3. Four (4) fee parcels, or less, which have been previously offered, will be offered for a minimum bid of $550.00 each, which constitutes the cost of sale.

This Resolution shall take effect immediately upon its adoption.

EXHIBIT A
SALE FILE 4358 (TC 185)

ITEM 1 IN THE CITY OF CORONA
111270010-5
LAST ASSESSED TO MENDOZA, TONY B & TERRY R
SITUS ADDRESS: 1102 E FRANCIS ST CORONA
MINIMUM PRICE: $5,978.00

111-270-010-5
TRA 004-003
2004-111270010-0000

ITEM 2 IN THE CITY OF CORONA
114530028-6
LAST ASSESSED TO KAUFMAN & BROAD
MINIMUM PRICE: $6,042.00

114-530-028-6
TRA 004-074
2004-114530028-0000

ITEM 3 IN THE CITY OF CORONA
118242014-1
LAST ASSESSED TO RIOS, JOEL
MINIMUM PRICE: $3,161.00

118-242-014-1
TRA 004-003
2004-118242014-0000

ITEM 4 IN THE CITY OF NORCO
123250002-3
LAST ASSESSED TO TAYLOR, ERNEST G TR & ALICE I TR
MINIMUM PRICE: $11,263.00

123-250-002-3
TRA 015-002
2004-123250002-0000

ITEM 5 IN THE CITY OF NORCO
127250011-9
LAST ASSESSED TO LOGAN, ADELAIDE
SITUS ADDRESS: 1416 4TH ST NORCO
MINIMUM PRICE: $6,291.00

127-250-011-9
TRA 015-007
2004-127250011-0000

ITEM 6 IN THE CITY OF NORCO
129343016-5
LAST ASSESSED TO HILL, CATHY A
SITUS ADDRESS: 3425 BELGIAN DR NORCO
MINIMUM PRICE: $38,662.00

129-343-016-5
TRA 015-007
2003-129343016-0000

ITEM 7 IN THE CITY OF RIVERSIDE
141143001-3
LAST ASSESSED TO GARCIA, PEDRO R
SITUS ADDRESS: 11698 VALVERDA AVE RIVERSIDE
MINIMUM PRICE: $2,336.00

141-143-001-3
TRA 009-175
2004-141143001-0000

ITEM 8 IN THE CITY OF RIVERSIDE
141280049-1 PORTION OF 141280011-6
LAST ASSESSED TO MICHAEL WESLEY ENTERPRISES & ALVAREZ, RENE
SITUS ADDRESS: 4374 AMBS DR RIVERSIDE
MINIMUM PRICE: $6,677.00

141-280-049-1
TRA 009-175
2004-141280011-0001

ITEM 9 IN THE CITY OF RIVERSIDE
143100038-8
LAST ASSESSED TO ANGEL, JOSE C & MATA, ADRIANA
SITUS ADDRESS: 10324 ADRIANA AVE RIVERSIDE
MINIMUM PRICE: $3,769.00

143-100-038-8
TRA 009-175
2004-143100038-0000

ITEM 10 IN THE CITY OF RIVERSIDE
147123019-0
LAST ASSESSED TO MEDINA, ADALBERTO A & BAEZ, MARTIN & BAEZ, DELFINA
SITUS ADDRESS: 5300 NOBLE ST RIVERSIDE
MINIMUM PRICE: $3,636.00

147-123-019-0
TRA 009-174
2004-147123019-0000

ITEM 11 OUTSIDE CITY
152200040-4 FORMERLY 134761040-6
LAST ASSESSED TO HERNANDEZ, HECTOR M & MARIA G
SITUS ADDRESS: 6817 RIVERRUN CT MIRA LOMA
MINIMUM PRICE: $8,739.00

152-200-040-4
TRA 059-110
2004-134761040-0000

ITEM 12 IN THE CITY OF RIVERSIDE
154330020-2
LAST ASSESSED TO ESTRADA, JAIME & LIZBETH
SITUS ADDRESS: 6626 BUTTE DR RIVERSIDE
MINIMUM PRICE: $2,998.00

154-330-020-2
TRA 009-190
2004-154330020-0000

ITEM 13 OUTSIDE CITY
179281018-1
LAST ASSESSED TO MANZO, STEVEN
SITUS ADDRESS: 5276 34TH ST RIVERSIDE
MINIMUM PRICE: $3,474.00

179-281-018-1
TRA 099-094
2003-179281018-0000

ITEM 14 IN THE CITY OF RIVERSIDE
193251003-8
LAST ASSESSED TO HEINS, MARIANNE V
SITUS ADDRESS: 3976 MONROE ST RIVERSIDE
MINIMUM PRICE: $5,689.00

193-251-003-8
TRA 009-002
2004-193251003-0000

ITEM 15 IN THE CITY OF RIVERSIDE
209141017-7
LAST ASSESSED TO ALCARAZ, ARTURO JESUS TR
SITUS ADDRESS: 3501 POPLAR ST RIVERSIDE
MINIMUM PRICE: $4,577.00

209-141-017-7
TRA 009-158
2004-209141017-0000

ITEM 16 IN THE CITY OF RIVERSIDE
211243003-6
LAST ASSESSED TO VACA, ARTURO PAZ
SITUS ADDRESS: 4429 GROVE AVE RIVERSIDE
MINIMUM PRICE: $2,814.00

211-243-003-6
TRA 009-124
2003-211243003-0000

ITEM 17 IN THE CITY OF RIVERSIDE
221110016-0
LAST ASSESSED TO THOMAS, LIZZIE L
SITUS ADDRESS: 2347 GEORGIA ST RIVERSIDE
MINIMUM PRICE: $19,117.00

221-110-016-0
TRA 009-000
2004-221110016-0000

ITEM 18 IN THE CITY OF RIVERSIDE
226043004-7
LAST ASSESSED TO GOSSMAN, JOHN
SITUS ADDRESS: 6270 MEADOWBROOK LN RIVERSIDE
MINIMUM PRICE: $3,803.00

226-043-004-7
TRA 009-000
2004-226043004-0000

ITEM 19 IN THE CITY OF RIVERSIDE
227161011-5
LAST ASSESSED TO QUIROZ, CARLOS P & FRANCES M
SITUS ADDRESS: 8066 SYCAMORE AVE RIVERSIDE
MINIMUM PRICE: $19,367.00

227-161-011-5
TRA 009-002
2004-227161011-0000

ITEM 20 IN THE CITY OF RIVERSIDE
237062023-3
LAST ASSESSED TO MC GILBRA, CLARENCE & MATTIE M
SITUS ADDRESS: 7576 BLOOM WAY RIVERSIDE
MINIMUM PRICE: $4,729.00

237-062-023-3
TRA 009-045
2004-237062023-0000

ITEM 21 IN THE CITY OF RIVERSIDE
238060007-0
LAST ASSESSED TO ARCINIEGA, JAVIER & MARGARITA
MINIMUM PRICE: $35,535.00

238-060-007-0
TRA 009-002
2004-238060007-0000

ITEM 22 IN THE CITY OF RIVERSIDE
257150003-3
LAST ASSESSED TO LANTZ, DEE ANN & LILLEY, DEL EUGENE
MINIMUM PRICE: $1,893.00

257-150-003-3
TRA 009-002
2003-257150003-0000

ITEM 23 IN THE CITY OF RIVERSIDE
257160007-8
LAST ASSESSED TO LANTZ, DEE ANN & LILLEY, DEL EUGENE
SITUS ADDRESS: 2280 MT VERNON AVE RIVERSIDE
MINIMUM PRICE: $9,258.00

257-160-007-8
TRA 009-002
2003-257160007-0000

ITEM 24 IN THE CITY OF MORENO VALLEY
259371006-3
LAST ASSESSED TO SALVESON, KENT & LAURA
MINIMUM PRICE: $8,475.00

259-371-006-3
TRA 021-382
2004-259371006-0000

ITEM 25 IN THE CITY OF MORENO VALLEY
259371007-4
LAST ASSESSED TO SALVESON, KENT & LAURA
MINIMUM PRICE: $6,555.00

259-371-007-4
TRA 021-382
2004-259371007-0000

ITEM 26 IN THE CITY OF MORENO VALLEY
259371009-6
LAST ASSESSED TO SALVESON, KENT & LAURA
MINIMUM PRICE: $6,979.00

259-371-009-6
TRA 021-382
2004-259371009-0000

ITEM 27 IN THE CITY OF MORENO VALLEY
263180004-2
LAST ASSESSED TO CHAVEZ, XIMENA
SITUS ADDRESS: 21947 DRACAEA AVE MORENO VALLEY
MINIMUM PRICE: $13,064.00

263-180-004-2
TRA 021-006
2004-263180004-0000

ITEM 28 OUTSIDE CITY
267200027-2
LAST ASSESSED TO MCCRACKEN, RICHARD L
MINIMUM PRICE: $4,594.00

267-200-027-2
TRA 088-053
2003-267200027-0000

ITEM 29 OUTSIDE CITY
271151011-7 FORMERLY 271150037-8
LAST ASSESSED TO HUYCK, TIMOTHY S
MINIMUM PRICE: $3,565.00

271-151-011-7
TRA 088-027
2004-271150037-0000

ITEM 30 OUTSIDE CITY
274150012-6
LAST ASSESSED TO PATRONI, REBECCA BAYGENTS & BAYGENTS, WILLIAM
SITUS ADDRESS: 17900 KRAMERIA AVE RIVERSIDE
MINIMUM PRICE: $13,798.00

274-150-012-6
TRA 088-007
2004-274150012-0000

ITEM 31 OUTSIDE CITY
282272027-6
LAST ASSESSED TO KAUFMAN & BROAD OF SOUTHERN CALIF INC
SITUS ADDRESS: 8752 DAHLIA DR CORONA
MINIMUM PRICE: $1,721.00

282-272-027-6
TRA 059-090
2004-282272027-0000

ITEM 32 IN THE CITY OF MORENO VALLEY
291172012-9
LAST ASSESSED TO ACOSTA, ARMANDO
SITUS ADDRESS: 22154 SHERMAN AVE MORENO VALLEY
MINIMUM PRICE: $2,475.00

291-172-012-9
TRA 021-006
2004-291172012-0000

ITEM 33 IN THE CITY OF MORENO VALLEY
291200001-5
LAST ASSESSED TO MILNER, STEPHEN G
MINIMUM PRICE: $7,781.00

291-200-001-5
TRA 021-006
2000-291200001-0000

ITEM 34 IN THE CITY OF RIVERSIDE
294321020-7
LAST ASSESSED TO HALE, ANTHONY
SITUS ADDRESS: 20640 GELMAN DR RIVERSIDE
MINIMUM PRICE: $7,028.00

294-321-020-7
TRA 009-074
2004-294321020-0000

ITEM 35 OUTSIDE CITY
300050014-1 FORMERLY 306430016-9
LAST ASSESSED TO DELGADO, SALOME & JUANA
SITUS ADDRESS: 26770 ORANGE AVE PERRIS
MINIMUM PRICE: $12,466.00

300-050-014-1
TRA 098-082
2004-306430016-0000

ITEM 36 IN THE CITY OF MORENO VALLEY
304320031-8
LAST ASSESSED TO LINGLE, ROSALIE
SITUS ADDRESS: 14688 GRANDVIEW DR MORENO VALLEY
MINIMUM PRICE: $7,550.00

304-320-031-8
TRA 021-410
2004-304320031-0000

ITEM 37 IN THE CITY OF MORENO VALLEY
304330004-5
LAST ASSESSED TO MUNEERUDDIN, KHAJA
SITUS ADDRESS: 15864 LA COSTA ALTA DR MORENO VALLEY
MINIMUM PRICE: $4,478.00

304-330-004-5
TRA 021-411
2004-304330004-0000

ITEM 38 IN THE CITY OF MORENO VALLEY
308363001-2
LAST ASSESSED TO MUNEERRUDDIN, KHAJA
SITUS ADDRESS: 15609 HITCHING POST ST MORENO VALLEY
MINIMUM PRICE: $6,562.00

308-363-001-2
TRA 021-388
2004-308363001-0000

ITEM 39 IN THE CITY OF PERRIS
311062037-9
LAST ASSESSED TO GARCIA, CESAR & CARMEN
SITUS ADDRESS: 1090 DAVIDS RD PERRIS
MINIMUM PRICE: $2,464.00

311-062-037-9
TRA 008-001
2004-311062037-0000

ITEM 40 IN THE CITY OF PERRIS
311110027-8
LAST ASSESSED TO MURPHY, MICHAEL G
MINIMUM PRICE: $6,034.00

311-110-027-8
TRA 008-101
2004-311110027-0000

ITEM 41 IN THE CITY OF PERRIS
313271001-6
LAST ASSESSED TO GODOY, LEONEL E & GLORIA E
SITUS ADDRESS: 1012 S D ST PERRIS
MINIMUM PRICE: $4,798.00

313-271-001-6
TRA 008-029
2004-313271001-0000

ITEM 42 OUTSIDE CITY
315110029-8
LAST ASSESSED TO BRYANT, DONELL & HARRIS, BRENDA
SITUS ADDRESS: 21371 OLEANDER AVE RIVERSIDE
MINIMUM PRICE: $2,666.00

315-110-029-8
TRA 098-044
2004-315110029-0000

ITEM 43 OUTSIDE CITY
315152006-7
LAST ASSESSED TO GARCIA, HAZEL & SCOTT, MARGARET & WALLACE, WILLILA & BLAIR, LAVINA
MINIMUM PRICE: $13,476.00

315-152-006-7
TRA 098-044
2004-315152006-0000

ITEM 44 OUTSIDE CITY
315181008-9
LAST ASSESSED TO STOBAUGH, LESLIE TR & EDITH L TR & L
SITUS ADDRESS: 21885 BAILLY ST PERRIS
MINIMUM PRICE: $2,854.00

315-181-008-9
TRA 098-044
2004-315181008-0000

ITEM 45 OUTSIDE CITY
315222002-9
LAST ASSESSED TO VALDIVIA, ALFONSO JR
SITUS ADDRESS: 21781 PERRY ST PERRIS
MINIMUM PRICE: $6,436.00

315-222-002-9
TRA 098-044
2003-315222002-0000

ITEM 46 OUTSIDE CITY
318180067-0
LAST ASSESSED TO ALLSTON, MABEL
MINIMUM PRICE: $1,687.00

318-180-067-0
TRA 098-044
2004-318180067-0000

ITEM 47 OUTSIDE CITY
319162018-7
LAST ASSESSED TO FRANCO, GERARDO & JUAREZ, AURORA
SITUS ADDRESS: 20908 RIDER ST PERRIS
MINIMUM PRICE: $2,471.00

319-162-018-7
TRA 098-110
2004-319162018-0000

ITEM 48 OUTSIDE CITY
319172021-0
LAST ASSESSED TO CORONADO, MARIA FELIX & JAUREGUI, ROGELIO & JAUREGUI, JOSE MANUEL
MINIMUM PRICE: $6,758.00

319-172-021-0
TRA 098-110
2004-319172021-0000

ITEM 49 OUTSIDE CITY
319181016-4
LAST ASSESSED TO DUDLEY, FRANCES
SITUS ADDRESS: 20950 SOUDER ST PERRIS
MINIMUM PRICE: $4,657.00

319-181-016-4
TRA 098-110
2003-319181016-0000

ITEM 50 OUTSIDE CITY
319240046-3
LAST ASSESSED TO MUNOZ, CARRIE
SITUS ADDRESS: 20910 HOEHN AVE PERRIS
MINIMUM PRICE: $1,873.00

319-240-046-3
TRA 098-001
2004-319240046-0000

ITEM 51 IN THE CITY OF PERRIS
320021013-6 FORMERLY 306142018-1
LAST ASSESSED TO SZABO, ANNA E
MINIMUM PRICE: $1,903.00

320-021-013-6
TRA 008-006
2004-306142018-0000

ITEM 52 IN THE CITY OF PERRIS
320272008-8 FORMERLY 306213008-1
LAST ASSESSED TO ALVAREZ, DOLORES
SITUS ADDRESS: 1693 SAPHIRE DR PERRIS
MINIMUM PRICE: $2,645.00

320-272-008-8
TRA 008-110
2003-306213008-0000

ITEM 53 OUTSIDE CITY
321050017-7
LAST ASSESSED TO MCCRACKEN, RICHARD L
MINIMUM PRICE: $6,730.00

321-050-017-7
TRA 098-019
2003-321050017-0000

ITEM 54 OUTSIDE CITY
321210037-9
LAST ASSESSED TO THOMPSON, VICTOR L SR & PHYLLIS I
SITUS ADDRESS: 19145 SANTA ROSA RD PERRIS
MINIMUM PRICE: $14,526.00

321-210-037-9
TRA 087-025
2004-321210037-0000

ITEM 55 OUTSIDE CITY
325230012-6
LAST ASSESSED TO PETTWAY, MIREE & BETTY
SITUS ADDRESS: 22990 LOPEZ ST PERRIS
MINIMUM PRICE: $29,821.00

325-230-012-6
TRA 087-008
2004-325230012-0000

ITEM 56 OUTSIDE CITY
326053030-2
LAST ASSESSED TO EVANS, BERNARD S
SITUS ADDRESS: 22539 STROHM DR PERRIS
MINIMUM PRICE: $5,540.00

326-053-030-2
TRA 087-014
2004-326053030-0000

ITEM 57 IN THE CITY OF PERRIS
326162014-5
LAST ASSESSED TO MOJICA, RAFAEL & ANGELICA
SITUS ADDRESS: 250 COCHISE RD PERRIS
MINIMUM PRICE: $2,153.00

326-162-014-5
TRA 008-109
2004-326162014-0000

ITEM 58 IN THE CITY OF PERRIS
326164001-9
LAST ASSESSED TO PENA, REGGIE H
MINIMUM PRICE: $1,829.00

326-164-001-9
TRA 008-047
2004-326164001-0000

ITEM 59 IN THE CITY OF PERRIS
326164002-0
LAST ASSESSED TO PENA, REGGIE H
MINIMUM PRICE: $1,651.00

326-164-002-0
TRA 008-047
2004-326164002-0000

ITEM 60 IN THE CITY OF PERRIS
326164003-1
LAST ASSESSED TO PENA, REGGIE H
MINIMUM PRICE: $1,651.00

326-164-003-1
TRA 008-047
2004-326164003-0000

ITEM 61 IN THE CITY OF PERRIS
326164004-2
LAST ASSESSED TO PENA, REGGIE H
MINIMUM PRICE: $1,651.00

326-164-004-2
TRA 008-047
2004-326164004-0000

ITEM 62 IN THE CITY OF PERRIS
326164005-3
LAST ASSESSED TO PENA, REGGIE H
MINIMUM PRICE: $1,651.00

326-164-005-3
TRA 008-047
2004-326164005-0000

ITEM 63 IN THE CITY OF PERRIS
326164006-4
LAST ASSESSED TO PENA, REGGIE H
MINIMUM PRICE: $1,436.00

326-164-006-4
TRA 008-047
2004-326164006-0000

ITEM 64 IN THE CITY OF PERRIS
326171001-1
LAST ASSESSED TO PENA, REGGIE H
MINIMUM PRICE: $1,651.00

326-171-001-1
TRA 008-047
2004-326171001-0000

ITEM 65 IN THE CITY OF PERRIS
326171002-2
LAST ASSESSED TO PENA, REGGIE H
MINIMUM PRICE: $1,651.00

326-171-002-2
TRA 008-047
2004-326171002-0000

ITEM 66 IN THE CITY OF PERRIS
326171003-3
LAST ASSESSED TO PENA, REGGIE H
MINIMUM PRICE: $1,651.00

326-171-003-3
TRA 008-047
2004-326171003-0000

ITEM 67 IN THE CITY OF PERRIS
326171004-4
LAST ASSESSED TO PENA, REGGIE H
MINIMUM PRICE: $1,736.00

326-171-004-4
TRA 008-047
2004-326171004-0000

ITEM 68 OUTSIDE CITY
327410007-2
LAST ASSESSED TO VIDRIO, PETRA TR
SITUS ADDRESS: 29697 ALICANTE DR ROMOLAND
MINIMUM PRICE: $4,281.00

327-410-007-2
TRA 089-004
2004-327410007-0000

ITEM 69 OUTSIDE CITY
337203005-3
LAST ASSESSED TO NEWBOLT, VELTILENA
MINIMUM PRICE: $1,682.00

337-203-005-3
TRA 054-030
2004-337203005-0000

ITEM 70 OUTSIDE CITY
337252018-7
LAST ASSESSED TO NABER ETHEL ESTATE OF
SITUS ADDRESS: 27087 SUN CITY BLV SUN CITY
MINIMUM PRICE: $6,846.00

337-252-018-7
TRA 054-196
2004-337252018-0000

ITEM 71 OUTSIDE CITY
342020029-8
LAST ASSESSED TO OLIVA, JUDY ANN
MINIMUM PRICE: $3,111.00

342-020-029-8
TRA 087-014
2003-342020029-0000

ITEM 72 IN THE CITY OF PERRIS
342181002-1
LAST ASSESSED TO ROACH, ALVIN & DOROTHY J
SITUS ADDRESS: 2023 SUNNYSANDS DR PERRIS
MINIMUM PRICE: $8,123.00

342-181-002-1
TRA 008-016
2004-342181002-0000

ITEM 73 OUTSIDE CITY
342280055-5
LAST ASSESSED TO BRAVO, CATARINO & ZEPEDA, MARIA
MINIMUM PRICE: $2,292.00

342-280-055-5
TRA 087-030
2004-342280055-0000

ITEM 74 OUTSIDE CITY
345170041-3
LAST ASSESSED TO SERMENO, RAFAEL A
MINIMUM PRICE: $6,963.00

345-170-041-3
TRA 087-016
2004-345170041-0000

ITEM 75 OUTSIDE CITY
346240017-5
LAST ASSESSED TO SUMMERS, JOSHUA JACOB
SITUS ADDRESS: 26950 PEACH ST PERRIS
MINIMUM PRICE: $12,487.00

346-240-017-5
TRA 087-020
2004-346240017-0000

ITEM 76 OUTSIDE CITY
346240018-6
LAST ASSESSED TO SUMMERS, JOSHUA & DOUGLAS, RAYMOND
SITUS ADDRESS: 26980 PEACH ST PERRIS
MINIMUM PRICE: $9,204.00

346-240-018-6
TRA 087-020
2004-346240018-0000

ITEM 77 OUTSIDE CITY
347320025-6
LAST ASSESSED TO STEINBACHER, HOWARD L & WILLIAM W & GEORGE W
SITUS ADDRESS: 28885 RED GUM DR LAKE ELSINORE
MINIMUM PRICE: $4,101.00

347-320-025-6
TRA 065-061
2003-347320025-0000

ITEM 78 OUTSIDE CITY
347320026-7
LAST ASSESSED TO STEINBACHER ALICE R ESTATE OF
SITUS ADDRESS: 28925 RED GUM DR LAKE ELSINORE
MINIMUM PRICE: $3,543.00

347-320-026-7
TRA 065-061
2003-347320026-0000

ITEM 79 OUTSIDE CITY
347320027-8
LAST ASSESSED TO STEINBACHER ALICE R ESTATE OF
SITUS ADDRESS: 28915 RED GUM DR LAKE ELSINORE
MINIMUM PRICE: $2,311.00

347-320-027-8
TRA 065-061
2003-347320027-0000

ITEM 80 OUTSIDE CITY
349150005-7
LAST ASSESSED TO BADGER, JUSTIN
SITUS ADDRESS: 21245 WALLACE AVE PERRIS
MINIMUM PRICE: $9,849.00

349-150-005-7
TRA 065-018
2004-349150005-0000

ITEM 81 OUTSIDE CITY
350103043-5
LAST ASSESSED TO THOMPSON, STANLEY C & DOROTHY L
MINIMUM PRICE: $3,165.00

350-103-043-5
TRA 054-202
2004-350103043-0000

ITEM 82 OUTSIDE CITY
350122017-1
LAST ASSESSED TO ANDERSON, JAMES ROSS TR & GLADYS JEAN TR
SITUS ADDRESS: 28443 MOUNTAINVIEW CANYON LAKE
MINIMUM PRICE: $8,585.00

350-122-017-1
TRA 054-202
2004-350122017-0000

ITEM 83 OUTSIDE CITY
350172015-4
LAST ASSESSED TO RICHARDSON, ROBERT J
SITUS ADDRESS: 28682 HAMPSHIRE DR CANYON LAKE
MINIMUM PRICE: $3,586.00

350-172-015-4
TRA 054-202
2004-350172015-0000

ITEM 84 OUTSIDE CITY
350215009-1
LAST ASSESSED TO CASTNER, SYLVIA
MINIMUM PRICE: $1,909.00

REOFFER
350-215-009-1
TRA 054-202
2003-350215009-0000

ITEM 85 OUTSIDE CITY
350222023-5
LAST ASSESSED TO AGUILAR, MIGUEL
MINIMUM PRICE: $3,074.00

350-222-023-5
TRA 054-202
2004-350222023-0000

ITEM 86 OUTSIDE CITY
350222024-6
LAST ASSESSED TO AGUILAR, MIGUEL
MINIMUM PRICE: $3,399.00

350-222-024-6
TRA 054-202
2004-350222024-0000

ITEM 87 IN THE CITY OF CANYON LAKE
355272017-0
LAST ASSESSED TO ACUNA, JERRY & JOAN
SITUS ADDRESS: 30893 BURNING TREE DR CANYON LAKE
MINIMUM PRICE: $7,372.00

355-272-017-0
TRA 023-003
2004-355272017-0000

ITEM 88 OUTSIDE CITY
361074011-7
LAST ASSESSED TO ABLE CO
MINIMUM PRICE: $1,923.00

361-074-011-7
TRA 054-038
2004-361074011-0000

ITEM 89 OUTSIDE CITY
361174002-8
LAST ASSESSED TO VILLASENOR, RUTILO & DELIA
MINIMUM PRICE: $1,791.00

361-174-002-8
TRA 054-038
2004-361174002-0000

ITEM 90 OUTSIDE CITY
361195020-9
LAST ASSESSED TO MORONGO V I K
MINIMUM PRICE: $3,321.00

361-195-020-9
TRA 054-038
2004-361195020-0000

ITEM 91 OUTSIDE CITY
362430009-3
LAST ASSESSED TO BADGER, JUSTIN W
SITUS ADDRESS: 25295 ADJER ST MENIFEE
MINIMUM PRICE: $10,249.00

362-430-009-3
TRA 054-110
2004-362430009-0000

ITEM 92 OUTSIDE CITY
367070011-7
LAST ASSESSED TO GROVES GILBERT ESTATE OF
SITUS ADDRESS: 21950 RAYNOR LN WILDOMAR
MINIMUM PRICE: $7,310.00

367-070-011-7
TRA 065-009
2004-367070011-0000

ITEM 93 OUTSIDE CITY
370200038-7
LAST ASSESSED TO CHAPMAN, MADGE
SITUS ADDRESS: 19737 ARBOLADA LN LAKE ELSINORE
MINIMUM PRICE: $1,974.00

370-200-038-7
TRA 065-134
2004-370200038-0000

ITEM 94 OUTSIDE CITY
371170021-6
LAST ASSESSED TO STULL, WILLIAM S & HUGHES, ROBERT S & HUGHES, SHIRLEY D & SCARLETT, THOMAS G ETAL
SITUS ADDRESS: 18401 GRAND AVE LAKE ELSINORE
MINIMUM PRICE: $4,887.00

371-170-021-6
TRA 065-140
2004-371170021-0000

ITEM 95 IN THE CITY OF LAKE ELSINORE
373022005-8
LAST ASSESSED TO FIRST FIDELITY ASSURANCE CORP
MINIMUM PRICE: $2,569.00

373-022-005-8
TRA 005-043
2004-373022005-0000

ITEM 96 IN THE CITY OF LAKE ELSINORE
373024023-0
LAST ASSESSED TO MENDOZA, TONY & RAYMOND & NAVARRO, BARBARA & ACOSTA, DOLORES ETAL
SITUS ADDRESS: 132 E PECK ST LAKE ELSINORE
MINIMUM PRICE: $2,710.00

373-024-023-0
TRA 005-043
2004-373024023-0000

ITEM 97 IN THE CITY OF LAKE ELSINORE
373135031-0
LAST ASSESSED TO KORO, TONY & WANSA
MINIMUM PRICE: $2,894.00

373-135-031-0
TRA 005-043
2004-373135031-0000

ITEM 98 IN THE CITY OF LAKE ELSINORE
373255001-4
LAST ASSESSED TO DUNHAM, DONALD H
MINIMUM PRICE: $1,809.00

373-255-001-4
TRA 005-027
2004-373255001-0000

ITEM 99 IN THE CITY OF LAKE ELSINORE
373256005-1
LAST ASSESSED TO FOURNIER, ALETA
MINIMUM PRICE: $2,340.00

373-256-005-1
TRA 005-027
2004-373256005-0000

ITEM 100 IN THE CITY OF LAKE ELSINORE
374151002-1
LAST ASSESSED TO RIOS, MARTIN R
SITUS ADDRESS: 206 N LINDSAY ST LAKE ELSINORE
MINIMUM PRICE: $2,204.00

374-151-002-1
TRA 005-017
2004-374151002-0000

ITEM 101 IN THE CITY OF LAKE ELSINORE
375124021-1
LAST ASSESSED TO DORN, DONNA JEAN & HEFFLEY, GEORGE MILTON
MINIMUM PRICE: $1,513.00

375-124-021-1
TRA 005-005
2004-375124021-0000

ITEM 102 IN THE CITY OF LAKE ELSINORE
375152063-6
LAST ASSESSED TO JENKINS, LATHAN L
MINIMUM PRICE: $1,533.00

REOFFER
375-152-063-6
TRA 005-005
1999-375152063-0000

ITEM 103 IN THE CITY OF LAKE ELSINORE
375152064-7
LAST ASSESSED TO HOBART, BILLIE B
MINIMUM PRICE: $1,496.00

REOFFER
375-152-064-7
TRA 005-005
1999-375152064-0000

ITEM 104 IN THE CITY OF LAKE ELSINORE
375152065-8
LAST ASSESSED TO HOBART, BILLIE B
MINIMUM PRICE: $1,496.00

REOFFER
375-152-065-8
TRA 005-005
1999-375152065-0000

ITEM 105 IN THE CITY OF LAKE ELSINORE
375171027-3
LAST ASSESSED TO BRUSCHI, ELIZABETH R
MINIMUM PRICE: $1,682.00

375-171-027-3
TRA 005-005
2004-375171027-0000

ITEM 106 IN THE CITY OF LAKE ELSINORE
375171028-4
LAST ASSESSED TO BRUSCHI, ELIZABETH R
MINIMUM PRICE: $1,682.00

375-171-028-4
TRA 005-005
2004-375171028-0000

ITEM 107 IN THE CITY OF LAKE ELSINORE
375171029-5
LAST ASSESSED TO BRUSCHI, ELIZABETH R
MINIMUM PRICE: $1,682.00

375-171-029-5
TRA 005-005
2004-375171029-0000

ITEM 108 IN THE CITY OF LAKE ELSINORE
375232010-5
LAST ASSESSED TO LAKE ELSINORE PLAZA
MINIMUM PRICE: $3,659.00

375-232-010-5
TRA 005-005
2004-375232010-0000

ITEM 109 IN THE CITY OF LAKE ELSINORE
375232011-6
LAST ASSESSED TO LAKE ELSINORE PLAZA
MINIMUM PRICE: $4,146.00

375-232-011-6
TRA 005-005
2004-375232011-0000

ITEM 110 IN THE CITY OF LAKE ELSINORE
375250028-8
LAST ASSESSED TO LINDEN, JACQUELYN H
MINIMUM PRICE: $7,767.00

375-250-028-8
TRA 005-029
2004-375250028-0000

ITEM 111 IN THE CITY OF LAKE ELSINORE
375271016-2
LAST ASSESSED TO DEMALIGNON, HERMAN W & MARTHA
MINIMUM PRICE: $1,158.00

REOFFER
375-271-016-2
TRA 005-005
1992-375271016-0000

ITEM 112 IN THE CITY OF LAKE ELSINORE
375271017-3
LAST ASSESSED TO SMITH, STANLEY D
MINIMUM PRICE: $1,439.00

375-271-017-3
TRA 005-005
2004-375271017-0000

ITEM 113 IN THE CITY OF LAKE ELSINORE
375272016-5
LAST ASSESSED TO GILLEN, M & TRUST 00-3136
MINIMUM PRICE: $2,308.00

375-272-016-5
TRA 005-005
2004-375272016-0000

ITEM 114 IN THE CITY OF LAKE ELSINORE
375302037-6
LAST ASSESSED TO MENDOZA, TONY & RAYMOND & NAVARRO, BARBARA & ACOSTA, DOLORES ETAL
MINIMUM PRICE: $1,375.00

375-302-037-6
TRA 005-019
2004-375302037-0000

ITEM 115 IN THE CITY OF LAKE ELSINORE
375312020-1
LAST ASSESSED TO PARKER, ALFRED EUGENE II & ZACHARY CLARK
MINIMUM PRICE: $1,635.00

375-312-020-1
TRA 005-005
2004-375312020-0000

ITEM 116 IN THE CITY OF LAKE ELSINORE
375312021-2
LAST ASSESSED TO PARKER, ALFRED EUGENE II & ZACHARY CLARK
MINIMUM PRICE: $2,149.00

375-312-021-2
TRA 005-005
2004-375312021-0000

ITEM 117 IN THE CITY OF LAKE ELSINORE
375313010-5
LAST ASSESSED TO MAGANA TRUST
MINIMUM PRICE: $2,497.00

375-313-010-5
TRA 005-005
2004-375313010-0000

ITEM 118 IN THE CITY OF LAKE ELSINORE
375313011-6
LAST ASSESSED TO MAGANA TRUST
MINIMUM PRICE: $2,518.00

375-313-011-6
TRA 005-005
2004-375313011-0000

ITEM 119 IN THE CITY OF LAKE ELSINORE
375313056-7
LAST ASSESSED TO MAGANA TRUST
MINIMUM PRICE: $1,467.00

375-313-056-7
TRA 005-005
2004-375313056-0000

ITEM 120 IN THE CITY OF LAKE ELSINORE
375313057-8
LAST ASSESSED TO WARNER, DANIEL TR
MINIMUM PRICE: $1,974.00

375-313-057-8
TRA 005-005
2004-375313057-0000

ITEM 121 IN THE CITY OF LAKE ELSINORE
375334043-0
LAST ASSESSED TO SHELLMAN, ALTON L & NINA JEAN
MINIMUM PRICE: $1,019.00

REOFFER
375-334-043-0
TRA 005-005
1995-375334043-0000

ITEM 122 IN THE CITY OF LAKE ELSINORE
375334046-3
LAST ASSESSED TO LAMONTE, RUBY
MINIMUM PRICE: $2,170.00

375-334-046-3
TRA 005-005
1999-375334046-0000

ITEM 123 IN THE CITY OF LAKE ELSINORE
375334047-4
LAST ASSESSED TO LAMONTE, RUBY
MINIMUM PRICE: $2,263.00

375-334-047-4
TRA 005-005
1999-375334047-0000

ITEM 124 IN THE CITY OF LAKE ELSINORE
375334048-5
LAST ASSESSED TO BARFIELD, CYNTHIA & PRESTON, MILFORD M
MINIMUM PRICE: $1,439.00

375-334-048-5
TRA 005-005
2004-375334048-0000

ITEM 125 OUTSIDE CITY
376114009-7
LAST ASSESSED TO HUSKEY, RAY & THOMPSON HUSKEY, VALERIE
SITUS ADDRESS: 21729 PECAN ST WILDOMAR
MINIMUM PRICE: $5,153.00

376-114-009-7
TRA 065-137
2004-376114009-0000

ITEM 126 IN THE CITY OF LAKE ELSINORE
378155014-2
LAST ASSESSED TO WRIGHT, HEATHER J & ANDREW J
MINIMUM PRICE: $5,202.00

378-155-014-2
TRA 005-005
2003-378155014-0000

ITEM 127 IN THE CITY OF LAKE ELSINORE
378155020-7
LAST ASSESSED TO TURNER DALE ESTATE OF
MINIMUM PRICE: $1,791.00

REOFFER
378-155-020-7
TRA 005-005
2003-378155020-0000

ITEM 128 IN THE CITY OF LAKE ELSINORE
378172031-0
LAST ASSESSED TO HOFREITER, ALLEN LEE TR
MINIMUM PRICE: $1,656.00

REOFFER
378-172-031-0
TRA 005-005
2003-378172031-0000

ITEM 129 IN THE CITY OF LAKE ELSINORE
378172032-1
LAST ASSESSED TO HOFREITER, ALLEN LEE TR
MINIMUM PRICE: $1,682.00

REOFFER
378-172-032-1
TRA 005-005
2003-378172032-0000

ITEM 130 IN THE CITY OF LAKE ELSINORE
378182017-9
LAST ASSESSED TO PEREZ, RUBY M
MINIMUM PRICE: $5,038.00

378-182-017-9
TRA 005-005
1999-378182017-0000

ITEM 131 IN THE CITY OF LAKE ELSINORE
378182018-0
LAST ASSESSED TO PEREZ, RUBY M & RONALD ROBERT SR & JAMES MICHAEL
MINIMUM PRICE: $5,543.00

378-182-018-0
TRA 005-005
1999-378182018-0000

ITEM 132 IN THE CITY OF LAKE ELSINORE
378262064-8
LAST ASSESSED TO SINGELYN, EDWARD J
MINIMUM PRICE: $3,467.00

378-262-064-8
TRA 005-005
2004-378262064-0000

ITEM 133 IN THE CITY OF LAKE ELSINORE
381041013-3
LAST ASSESSED TO WITMER, R STEPHEN & ROBIN A
SITUS ADDRESS: 32946 SERENA WAY LAKE ELSINORE
MINIMUM PRICE: $5,788.00

381-041-013-3
TRA 005-020
2004-381041013-0000

ITEM 134 OUTSIDE CITY
381071020-2
LAST ASSESSED TO LANDOWNERS MUTUAL WATER CO
SITUS ADDRESS: 32851 MARIE DR LAKE ELSINORE
MINIMUM PRICE: $2,948.00

381-071-020-2
TRA 065-036
2004-381071020-0000

ITEM 135 OUTSIDE CITY
381262008-2
LAST ASSESSED TO TRAN, NGUYEN KIM
MINIMUM PRICE: $2,023.00

381-262-008-2
TRA 065-140
2004-381262008-0000

ITEM 136 OUTSIDE CITY
381262009-3
LAST ASSESSED TO TRAN, NGUYEN KIM
MINIMUM PRICE: $2,023.00

381-262-009-3
TRA 065-140
2004-381262009-0000

ITEM 137 OUTSIDE CITY
382080001-0
LAST ASSESSED TO KAY WEST ENTERPRISES
MINIMUM PRICE: $12,114.00

382-080-001-0
TRA 065-010
2004-382080001-0000

ITEM 138 OUTSIDE CITY
387212014-4
LAST ASSESSED TO RICKETTS, RUSSELL B & GWEN N
MINIMUM PRICE: $6,008.00

387-212-014-4
TRA 065-001
2004-387212014-0000

ITEM 139 OUTSIDE CITY
391790008-7 FORMERLY 391260029-8
LAST ASSESSED TO CHI, PAI SHU & CHEN, MIKE & TT GROUP INC
MINIMUM PRICE: $18,691.00

391-790-008-7
TRA 065-017
2004-391260029-0000

ITEM 140 OUTSIDE CITY
408071003-3 FORMERLY 406182003-2
LAST ASSESSED TO SHREWSBURY, KATHLEEN V
SITUS ADDRESS: 11036 MAUREEN DR BEAUMONT
MINIMUM PRICE: $7,274.00

408-071-003-3
TRA 056-004
2004-406182003-0000

ITEM 141 IN THE CITY OF BEAUMONT
415192029-3
LAST ASSESSED TO DELRIOCARDONA, MARCELO
SITUS ADDRESS: 1162 PALM AVE BEAUMONT
MINIMUM PRICE: $10,538.00

415-192-029-3
TRA 002-000
2004-415192029-0000

ITEM 142 OUTSIDE CITY
427111024-4
LAST ASSESSED TO HURST, TRACY & KELLY
MINIMUM PRICE: $2,737.00

427-111-024-4
TRA 083-039
2004-427111024-0000

ITEM 143 OUTSIDE CITY
429050063-5
LAST ASSESSED TO CALDERON, JESUS F
MINIMUM PRICE: $4,839.00

429-050-063-5
TRA 083-020
2004-429050063-0000

ITEM 144 IN THE CITY OF SAN JACINTO
436490036-3 FORMERLY 431160023-6
LAST ASSESSED TO DAVIS, LAWRENCE I
SITUS ADDRESS: 645 S LYON AVE SAN JACINTO
MINIMUM PRICE: $27,132.00

436-490-036-3
TRA 010-124
2004-431160023-0000

ITEM 145 IN THE CITY OF SAN JACINTO
437130023-5
LAST ASSESSED TO VALLEJO, ALEX & CARMEN
MINIMUM PRICE: $8,163.00

437-130-023-5
TRA 010-001
2004-437130023-0000

ITEM 146 IN THE CITY OF HEMET
438091021-0
LAST ASSESSED TO GILLESPIE JOSEPH D ESTATE OF
SITUS ADDRESS: 3742 WALNUT PARK WAY HEMET
MINIMUM PRICE: $18,663.00

438-091-021-0
TRA 006-130
2004-438091021-0000

ITEM 147 IN THE CITY OF HEMET
439021005-6
LAST ASSESSED TO JOHNSON, JIMMY L & DEBORAH L
SITUS ADDRESS: 1433 MESA VIEW ST HEMET
MINIMUM PRICE: $32,713.00

439-021-005-6
TRA 006-231
2002-439021005-0000

ITEM 148 IN THE CITY OF HEMET
442061012-0 PORTION OF 442060012-7
LAST ASSESSED TO BOYD, DANIEL
SITUS ADDRESS: 1321 W LATHAM AVE HEMET
MINIMUM PRICE: $3,072.00

442-061-012-0
TRA 006-001
2004-442060012-0012

ITEM 149 IN THE CITY OF HEMET
443020034-0
LAST ASSESSED TO HOGAN, MIKE
SITUS ADDRESS: 641 TASCHNER DR HEMET
MINIMUM PRICE: $4,606.00

443-020-034-0
TRA 006-221
1998-443020034-0000

ITEM 150 IN THE CITY OF HEMET
443301007-4
LAST ASSESSED TO MARTINEZ, MARTHA A
SITUS ADDRESS: 226 S GILBERT ST HEMET
MINIMUM PRICE: $7,867.00

443-301-007-4
TRA 006-121
2003-443301007-0000

ITEM 151 IN THE CITY OF HEMET
446173009-2
LAST ASSESSED TO WYATT, DENNIS & SAUCEDO, ANTHONY & WOOD, VALERIE & FRED GDN
SITUS ADDRESS: 820 E WHITTIER AVE HEMET 92543
MINIMUM PRICE: $13,071.00

446-173-009-2
TRA 006-001
2002-446173009-0000

ITEM 152 IN THE CITY OF HEMET
446191010-8
LAST ASSESSED TO ROGALIA, DOUG
SITUS ADDRESS: 630 MARBELLA AVE HEMET
MINIMUM PRICE: $2,788.00

446-191-010-8
TRA 006-001
2004-446191010-0000

ITEM 153 OUTSIDE CITY
447301025-8
LAST ASSESSED TO SILVA, ANTOINETTE G & RAMIREZ, RUSSELL R
SITUS ADDRESS: 40422 LOCKHART LN HEMET
MINIMUM PRICE: $12,733.00

447-301-025-8
TRA 071-024
2004-447301025-0000

ITEM 154 IN THE CITY OF HEMET
448310025-3 FORMERLY 441200011-1
LAST ASSESSED TO JACKSON, ALVIN & SMITH, LINDA TR
SITUS ADDRESS: 2700 W FLORIDA AVE HEMET
MINIMUM PRICE: $162,997.00

448-310-025-3
TRA 006-022
2003-441200011-0000

ITEM 155 IN THE CITY OF HEMET
448400007-5
LAST ASSESSED TO ALOSI, JOYCE M TR
MINIMUM PRICE: $2,188.00

REOFFER
448-400-007-5
TRA 006-071
1995-441360007-0000

ITEM 156 IN THE CITY OF HEMET
448400008-6
LAST ASSESSED TO ALOSI, JOYCE M TR
MINIMUM PRICE: $1,925.00

REOFFER
448-400-008-6
TRA 006-071
1995-441360008-0000

ITEM 157 IN THE CITY OF HEMET
448400009-7
LAST ASSESSED TO ALOSI, JOYCE M TR
MINIMUM PRICE: $1,925.00

REOFFER
448-400-009-7
TRA 006-071
1995-441360009-0000

ITEM 158 IN THE CITY OF HEMET
448400018-5
LAST ASSESSED TO GERLACH, PATRICIA A & DAVID S SR
MINIMUM PRICE: $1,938.00

REOFFER
448-400-018-5
TRA 006-071
1995-441360018-0000

ITEM 159 IN THE CITY OF HEMET
448400019-6
LAST ASSESSED TO GERLACH, PATRICIA A & DAVID S SR
MINIMUM PRICE: $2,127.00

REOFFER
448-400-019-6
TRA 006-071
1995-441360019-0000

ITEM 160 IN THE CITY OF HEMET
448400020-6
LAST ASSESSED TO GERLACH, PATRICIA A & DAVID S SR
MINIMUM PRICE: $1,588.00

REOFFER
448-400-020-6
TRA 006-071
1995-441360020-0000

ITEM 161 IN THE CITY OF HEMET
448400054-7
LAST ASSESSED TO ALOSI, JOYCE M TR
MINIMUM PRICE: $1,771.00

REOFFER
448-400-054-7
TRA 006-071
1995-441360054-0000

ITEM 162 IN THE CITY OF HEMET
448400061-3
LAST ASSESSED TO GERLACH, PATRICIA A & DAVID S SR
MINIMUM PRICE: $1,771.00

REOFFER
448-400-061-3
TRA 006-071
1995-441360061-0000

ITEM 163 OUTSIDE CITY
449161026-1
LAST ASSESSED TO LARSEN, RALPH C & ARRIGONA, MARILYN R
SITUS ADDRESS: 41138 MCDOWELL ST HEMET
MINIMUM PRICE: $5,667.00

449-161-026-1
TRA 071-078
2003-449161026-0000

ITEM 164 OUTSIDE CITY
449162004-4
LAST ASSESSED TO RODRIGUEZ, ALFREDO S & ROSA T
SITUS ADDRESS: 41095 MCDOWELL ST HEMET 92544
MINIMUM PRICE: $18,728.00

449-162-004-4
TRA 071-078
2003-449162004-0000

ITEM 165 OUTSIDE CITY
449300037-0
LAST ASSESSED TO DAVIDSON, KATHY L
SITUS ADDRESS: 41153 JOHNSTON AVE HEMET
MINIMUM PRICE: $12,305.00

449-300-037-0
TRA 071-078
2003-449300037-0000

ITEM 166 OUTSIDE CITY
450230003-3
LAST ASSESSED TO TOWLER, WILLIAM ROBERT
SITUS ADDRESS: 41560 VISTA MONTANA HEMET
MINIMUM PRICE: $34,047.00

450-230-003-3
TRA 071-060
2004-450230003-0000

ITEM 167 IN THE CITY OF HEMET
454090003-9
LAST ASSESSED TO AYERS, ANNA D
MINIMUM PRICE: $25,886.00

454-090-003-9
TRA 006-164
2003-454090003-0000

ITEM 168 OUTSIDE CITY
458300003-5
LAST ASSESSED TO RECTOR CHARLES A ESTATE OF
SITUS ADDRESS: 26795 CORTRITE AVE HEMET
MINIMUM PRICE: $6,767.00

458-300-003-5
TRA 089-049
2004-458300003-0000

ITEM 169 OUTSIDE CITY
459110004-6
LAST ASSESSED TO PETTEBONE, RAMONA
SITUS ADDRESS: 31201 ROBERTSON ST HOMELAND
MINIMUM PRICE: $3,994.00

459-110-004-6
TRA 089-050
2004-459110004-0000

ITEM 170 OUTSIDE CITY
459110047-5
LAST ASSESSED TO CURRAN, ROBERT & HOLLY
SITUS ADDRESS: 31146 TERAND AVE HOMELAND
MINIMUM PRICE: $5,866.00

459-110-047-5
TRA 089-050
2004-459110047-0000

ITEM 171 OUTSIDE CITY
459161007-7
LAST ASSESSED TO OMEGA 2000 GROUP CORP
MINIMUM PRICE: $6,420.00

459-161-007-7
TRA 089-015
2004-459161007-0000

ITEM 172 OUTSIDE CITY
459161008-8
LAST ASSESSED TO OMEGA 2000 GROUP CORP
MINIMUM PRICE: $4,098.00

459-161-008-8
TRA 089-015
2004-459161008-0000

ITEM 173 OUTSIDE CITY
459223008-9
LAST ASSESSED TO GILLIS, JOHN ALEC
SITUS ADDRESS: 26420 MELBA AVE HOMELAND
MINIMUM PRICE: $4,745.00

459-223-008-9
TRA 089-050
2004-459223008-0000

ITEM 174 IN THE CITY OF MORENO VALLEY
475272008-9
LAST ASSESSED TO MCLAREN, PAUL & GLORIA A
SITUS ADDRESS: 24118 KERNWOOD DR MORENO VALLEY 92557
MINIMUM PRICE: $8,261.00

475-272-008-9
TRA 021-013
2002-475272008-0000

ITEM 175 IN THE CITY OF MORENO VALLEY
482251004-2
LAST ASSESSED TO TELL, ALMA JEAN
SITUS ADDRESS: 14871 STARMONT ST MORENO VALLEY
MINIMUM PRICE: $2,900.00

482-251-004-2
TRA 021-039
2004-482251004-0000

ITEM 176 IN THE CITY OF MORENO VALLEY
482562005-4
LAST ASSESSED TO ZAVALA, ALEX G & MARISELA
SITUS ADDRESS: 14459 ETERNAL DR MORENO VALLEY
MINIMUM PRICE: $2,986.00

482-562-005-4
TRA 021-104
2004-482562005-0000

ITEM 177 IN THE CITY OF MORENO VALLEY
482682025-3
LAST ASSESSED TO FREDERICK, SHANAYA
SITUS ADDRESS: 14929 SPINNAKER LN MORENO VALLEY
MINIMUM PRICE: $3,261.00

482-682-025-3
TRA 021-098
2003-482682025-0000

ITEM 178 IN THE CITY OF MORENO VALLEY
484030009-8
LAST ASSESSED TO WU, KAI LIN
SITUS ADDRESS: 25791 ALESSANDRO BLV MORENO VALLEY
MINIMUM PRICE: $18,371.00

484-030-009-8
TRA 021-023
2004-484030009-0000

ITEM 179 IN THE CITY OF MORENO VALLEY
484121043-9
LAST ASSESSED TO HERNANDEZ, ERICK & MOREIRA, VIRGINIA
SITUS ADDRESS: 25202 JOSHUA AVE MORENO VALLEY
MINIMUM PRICE: $3,370.00

484-121-043-9
TRA 021-030
2004-484121043-0000

ITEM 180 IN THE CITY OF MORENO VALLEY
484264004-6
LAST ASSESSED TO ZUNIGA, MICHAEL DAVID & ANA MARIA
SITUS ADDRESS: 14894 REMBRANDT DR MORENO VALLEY
MINIMUM PRICE: $6,896.00

484-264-004-6
TRA 021-080
2004-484264004-0000

ITEM 181 IN THE CITY OF MORENO VALLEY
486061001-0
LAST ASSESSED TO FOULTON, BURTON L JR & CARSTENSEN, JUDITH A
SITUS ADDRESS: 15245 PATRICIA ST MORENO VALLEY
MINIMUM PRICE: $2,471.00

486-061-001-0
TRA 021-008
2004-486061001-0000

ITEM 182 IN THE CITY OF MORENO VALLEY
486093025-1
LAST ASSESSED TO SCOTT, THEODORE L & LEE, MARGARET S
SITUS ADDRESS: 25082 GENTIAN AVE MORENO VALLEY
MINIMUM PRICE: $10,566.00

486-093-025-1
TRA 021-008
2004-486093025-0000

ITEM 183 IN THE CITY OF MORENO VALLEY
487041010-3 FORMERLY 477422010-7
LAST ASSESSED TO WILBUR, JANET RUTH & HANSEN, CHESTER R
SITUS ADDRESS: 26063 PINZON CT MORENO VALLEY
MINIMUM PRICE: $66,177.00

487-041-010-3
TRA 021-183
2004-477422010-0000

ITEM 184 IN THE CITY OF MORENO VALLEY
487081002-0 FORMERLY 477672002-3
LAST ASSESSED TO MONROY, JOSE L SR
SITUS ADDRESS: 12408 WOODBRIAR DR MORENO VALLEY
MINIMUM PRICE: $27,569.00

487-081-002-0
TRA 021-240
2004-477672002-0000

ITEM 185 IN THE CITY OF PALM SPRINGS
502312062-9
LAST ASSESSED TO KASSEL, CORAL LYN TR
SITUS ADDRESS: 2701 E MESQUITE AVE NO E162 PALM SPRINGS
MINIMUM PRICE: $17,397.00

502-312-062-9
TRA 011-003
2004-502312062-0000

ITEM 186 IN THE CITY OF PALM SPRINGS
507121008-6
LAST ASSESSED TO FUKAWA, TSUGIO
SITUS ADDRESS: 1392 PASEO DE ANZA PALM SPRINGS
MINIMUM PRICE: $19,689.00

507-121-008-6
TRA 011-003
2004-507121008-0000

ITEM 187 IN THE CITY OF PALM SPRINGS
508394004-3
LAST ASSESSED TO SECURITY TRUST CO TR
SITUS ADDRESS: 1091 PASEO DE MARCIA PALM SPRINGS
MINIMUM PRICE: $33,472.00

508-394-004-3
TRA 011-003
2004-508394004-0000

ITEM 188 IN THE CITY OF PALM SPRINGS
508511028-6
LAST ASSESSED TO L & S DEV CO & MILLER, KAREN LSE
SITUS ADDRESS: 1492 S CAMINO REAL NO 116 PALM SPRINGS
MINIMUM PRICE: $8,635.00

508-511-028-6
TRA 011-003
2004-508511028-0000

ITEM 189 IN THE CITY OF PALM SPRINGS
513362013-0
LAST ASSESSED TO FERNANDEZ, HENRY
SITUS ADDRESS: 277 W CRESTVIEW DR PALM SPRINGS
MINIMUM PRICE: $70,859.00

513-362-013-0
TRA 011-003
2004-513362013-0000

ITEM 190 IN THE CITY OF PALM SPRINGS
513430030-5
LAST ASSESSED TO BORAK, JILL SUSAN
SITUS ADDRESS: 2425 CAHUILLA HILLS DR PALM SPRINGS
MINIMUM PRICE: $93,804.00

513-430-030-5
TRA 011-003
2004-513430030-0000

ITEM 191 IN THE CITY OF PALM SPRINGS
513430031-6
LAST ASSESSED TO BORAK, JILL SUSAN TR
MINIMUM PRICE: $477.00

513-430-031-6
TRA 011-003
2004-513430031-0000

ITEM 192 OUTSIDE CITY
517152001-8
LAST ASSESSED TO NIMENSKY, ROBERT E & ROCHELLE R
MINIMUM PRICE: $1,608.00

517-152-001-8
TRA 055-040
2004-517152001-0000

ITEM 193 OUTSIDE CITY
517250025-3
LAST ASSESSED TO GORDON, ROWENA M
SITUS ADDRESS: 13235 CHAPARRAL RD WHITEWATER
MINIMUM PRICE: $9,239.00

517-250-025-3
TRA 055-040
2004-517250025-0000

ITEM 194 OUTSIDE CITY
517274001-5
LAST ASSESSED TO HARLAN, PAUL J & KHEMAKHEM, MILDRED J
MINIMUM PRICE: $1,484.00

517-274-001-5
TRA 055-031
2004-517274001-0000

ITEM 195 OUTSIDE CITY
519280003-0
LAST ASSESSED TO MORONGO V I K LTD PT
MINIMUM PRICE: $5,249.00

519-280-003-0
TRA 055-046
2004-519280003-0000

ITEM 196 OUTSIDE CITY
520070002-0
LAST ASSESSED TO MARTINEZ, CESARIO F & ROSA MARIA
MINIMUM PRICE: $3,344.00

520-070-002-0
TRA 055-040
2004-520070002-0000

ITEM 197 OUTSIDE CITY
525031035-4
LAST ASSESSED TO ZARRABIAN, PIROOZ
MINIMUM PRICE: $1,861.00

525-031-035-4
TRA 055-046
2004-525031035-0000

ITEM 198 OUTSIDE CITY
525033023-9
LAST ASSESSED TO OLSON, ELTA B
MINIMUM PRICE: $1,844.00

525-033-023-9
TRA 055-046
2004-525033023-0000

ITEM 199 OUTSIDE CITY
525062025-1
LAST ASSESSED TO INGRAM, DANIEL LEE
MINIMUM PRICE: $2,022.00

525-062-025-1
TRA 055-046
2004-525062025-0000

ITEM 200 OUTSIDE CITY
525073008-0
LAST ASSESSED TO RAZI, SHAHROKH & ABTAHI, KHOSROW
MINIMUM PRICE: $1,958.00

525-073-008-0
TRA 055-046
2004-525073008-0000

ITEM 201 OUTSIDE CITY
525073012-3
LAST ASSESSED TO ZARRABIAN, PIROOZ
MINIMUM PRICE: $1,861.00

525-073-012-3
TRA 055-046
2004-525073012-0000

ITEM 202 OUTSIDE CITY
526202020-5
LAST ASSESSED TO WEEKS, MARISSA
MINIMUM PRICE: $2,712.00

526-202-020-5
TRA 055-046
2004-526202020-0000

ITEM 203 OUTSIDE CITY
528131026-6
LAST ASSESSED TO CUNNINGHAM, BRANDI A
MINIMUM PRICE: $2,150.00

528-131-026-6
TRA 055-045
2004-528131026-0000

ITEM 204 OUTSIDE CITY
528182006-6
LAST ASSESSED TO GARRISON, LOUISE FEARN
MINIMUM PRICE: $1,635.00

528-182-006-6
TRA 055-045
2004-528182006-0000

ITEM 205 OUTSIDE CITY
528182007-7
LAST ASSESSED TO GARRISON, LOUISE FEARN
MINIMUM PRICE: $1,635.00

528-182-007-7
TRA 055-045
2004-528182007-0000

ITEM 206 OUTSIDE CITY
528215015-5
LAST ASSESSED TO JONES, BILLY GENE
MINIMUM PRICE: $1,699.00

528-215-015-5
TRA 055-045
2004-528215015-0000

ITEM 207 OUTSIDE CITY
528215018-8
LAST ASSESSED TO TORBATI, MANOOTCHEHR & SIANI, EBE
MINIMUM PRICE: $1,897.00

528-215-018-8
TRA 055-045
2004-528215018-0000

ITEM 208 OUTSIDE CITY
528215019-9
LAST ASSESSED TO TORBATI, MANOOTCHEHR & SIANI, EBE
MINIMUM PRICE: $1,897.00

528-215-019-9
TRA 055-045
2004-528215019-0000

ITEM 209 OUTSIDE CITY
528223007-3
LAST ASSESSED TO BATTAGLIA, JOHN
MINIMUM PRICE: $1,682.00

528-223-007-3
TRA 055-045
2004-528223007-0000

ITEM 210 OUTSIDE CITY
528223008-4
LAST ASSESSED TO BATTAGLIA, JOHN
MINIMUM PRICE: $1,682.00

528-223-008-4
TRA 055-045
2004-528223008-0000

ITEM 211 OUTSIDE CITY
528223009-5
LAST ASSESSED TO BATTAGLIA, JOHN
MINIMUM PRICE: $1,682.00

528-223-009-5
TRA 055-045
2004-528223009-0000

ITEM 212 IN THE CITY OF BANNING
534022019-8
LAST ASSESSED TO KHANSOUK, PHETSAMONE & CHANTHACHAK, SAM & CHANTHACHAK, KAISONE
MINIMUM PRICE: $5,395.00

534-022-019-8
TRA 001-000
2004-534022019-0000

ITEM 213 IN THE CITY OF BANNING
534093017-6
LAST ASSESSED TO VAVASSEUR, ROSARIO R
MINIMUM PRICE: $2,122.00

534-093-017-6
TRA 001-000
2004-534093017-0000

ITEM 214 OUTSIDE CITY
544130064-5
LAST ASSESSED TO RESHOVSKY, ZORA L
MINIMUM PRICE: $550.00

REOFFER
544-130-064-5
TRA 055-033
1994-544130064-0000

ITEM 215 OUTSIDE CITY
544130065-6
LAST ASSESSED TO ROCHELLE, ROBERT C
MINIMUM PRICE: $550.00

REOFFER
544-130-065-6
TRA 055-033
1994-544130065-0000

ITEM 216 OUTSIDE CITY
544130073-3
LAST ASSESSED TO ROCHELLE, ROBERT C
MINIMUM PRICE: $550.00

REOFFER
544-130-073-3
TRA 055-033
1994-544130073-0000

ITEM 217 OUTSIDE CITY
544130074-4
LAST ASSESSED TO RESHOVSKY, ZORA L
MINIMUM PRICE: $550.00

REOFFER
544-130-074-4
TRA 055-033
1994-544130074-0000

ITEM 218 OUTSIDE CITY
545123025-5
LAST ASSESSED TO HARRIS, TIMOTHY P
MINIMUM PRICE: $2,569.00

545-123-025-5
TRA 055-020
2003-545123025-0000

ITEM 219 OUTSIDE CITY
545182030-2
LAST ASSESSED TO COLES, PAUL WILLIAM
MINIMUM PRICE: $1,600.00

REOFFER
545-182-030-2
TRA 055-047
2002-545182030-0000

ITEM 220 OUTSIDE CITY
545182047-8
LAST ASSESSED TO NIELSON, ROD
SITUS ADDRESS: 45658 PARTRIDGE ST BANNING
MINIMUM PRICE: $7,759.00

545-182-047-8
TRA 055-047
2004-545182047-0000

ITEM 221 IN THE CITY OF SAN JACINTO
547120006-3
LAST ASSESSED TO SUBBIONDO LOMBARD
MINIMUM PRICE: $11,049.00

547-120-006-3
TRA 010-066
2004-547120006-0000

ITEM 222 IN THE CITY OF SAN JACINTO
547120007-4
LAST ASSESSED TO SUBBIONDO LOMBARD
SITUS ADDRESS: 275 SOBOBA RD SAN JACINTO
MINIMUM PRICE: $111,750.00

547-120-007-4
TRA 010-053
2004-547120007-0000

ITEM 223 OUTSIDE CITY
548091010-4
LAST ASSESSED TO DEW, JOHN RICHARD
SITUS ADDRESS: 44524 MILLER WAY HEMET
MINIMUM PRICE: $10,032.00

548-091-010-4
TRA 071-007
2003-548091010-0000

ITEM 224 OUTSIDE CITY
548100063-9
LAST ASSESSED TO PETERSON, JASON R
SITUS ADDRESS: 25838 LINCOLN AVE HEMET
MINIMUM PRICE: $4,516.00

548-100-063-9
TRA 071-203
2003-548100063-0000

ITEM 225 OUTSIDE CITY
549152084-6
LAST ASSESSED TO MOHLENHOFF, MICHEAL JOHN & MARY ELIZABETH
SITUS ADDRESS: 44211 B ST HEMET
MINIMUM PRICE: $1,996.00

549-152-084-6
TRA 071-203
2004-549152084-0000

ITEM 226 OUTSIDE CITY
549193007-4
LAST ASSESSED TO VEGA, JAIME
SITUS ADDRESS: 25945 FAIRVIEW AVE HEMET
MINIMUM PRICE: $27,832.00

549-193-007-4
TRA 071-024
2003-549193007-0000

ITEM 227 OUTSIDE CITY
549512027-7
LAST ASSESSED TO BAXTER, FORREST P & ROBIN
SITUS ADDRESS: 24881 LOIRE CT HEMET
MINIMUM PRICE: $8,165.00

549-512-027-7
TRA 071-277
2004-549512027-0000

ITEM 228 OUTSIDE CITY
564093010-8
LAST ASSESSED TO PENTURF, WILLIAM EVAN
MINIMUM PRICE: $4,321.00

564-093-010-8
TRA 071-031
2004-564093010-0000

ITEM 229 OUTSIDE CITY
571270065-7
LAST ASSESSED TO COTTAGE, SUEANNE M
MINIMUM PRICE: $7,218.00

571-270-065-7
TRA 071-300
2004-571270065-0000

ITEM 230 OUTSIDE CITY
571590006-3
LAST ASSESSED TO VENTURA AUTO GROUP INC
SITUS ADDRESS: 41360 JOJOBA HILLS CIR AGUANGA
MINIMUM PRICE: $11,023.00

571-590-006-3
TRA 071-300
2004-571590006-0000

ITEM 231 OUTSIDE CITY
571600001-8
LAST ASSESSED TO JOJOBA LAND TRUST
SITUS ADDRESS: 41600 JOJOBA HILLS CIR AGUANGA
MINIMUM PRICE: $13,424.00

571-600-001-8
TRA 071-300
2004-571600001-0000

ITEM 232 OUTSIDE CITY
571610006-4
LAST ASSESSED TO JOJOBA LAND TRUST
SITUS ADDRESS: 41780 JOJOBA HILLS CIR AGUANGA
MINIMUM PRICE: $14,934.00

571-610-006-4
TRA 071-300
2004-571610006-0000

ITEM 233 OUTSIDE CITY
573110031-5
LAST ASSESSED TO BOYD, LOUISE I
MINIMUM PRICE: $9,628.00

573-110-031-5
TRA 071-064
2004-573110031-0000

ITEM 234 OUTSIDE CITY
575150044-5
LAST ASSESSED TO WADE, JAMES L & DENISE M
MINIMUM PRICE: $3,800.00

575-150-044-5
TRA 071-064
2004-575150044-0000

ITEM 235 OUTSIDE CITY
576170007-1
LAST ASSESSED TO ENRIQUEZ, JUAN & ENRIQUE JR & WEST, LETICIA & FRUICHANTIE, PATRICIA ETAL
MINIMUM PRICE: $1,684.00

576-170-007-1
TRA 071-064
2004-576170007-0000

ITEM 236 OUTSIDE CITY
579230002-2
LAST ASSESSED TO EMERY, MARSHALL & MARCHESI, JERRY & MARCHESI, BEVERLY J
MINIMUM PRICE: $2,842.00

579-230-002-2
TRA 071-064
2004-579230002-0000

ITEM 237 OUTSIDE CITY
580270013-6
LAST ASSESSED TO WELLS FARGO REALTY SERVICES INC TR
MINIMUM PRICE: $1,579.00

580-270-013-6
TRA 071-308
2004-580270013-0000

ITEM 238 OUTSIDE CITY
580480010-2
LAST ASSESSED TO POLLACK, DOUGLAS G & CLIFFORD J
MINIMUM PRICE: $4,658.00

580-480-010-2
TRA 071-064
2002-580480010-0000

ITEM 239 OUTSIDE CITY
580480011-3
LAST ASSESSED TO BAEKELAND, STEVE G
SITUS ADDRESS: 53900 TULE PEAK RD AGUANGA
MINIMUM PRICE: $7,031.00

580-480-011-3
TRA 071-064
2003-580480011-0000

ITEM 240 OUTSIDE CITY
583120080-3
LAST ASSESSED TO PIETERS, NATASJA TR & JOHN TR & C NATALIE
MINIMUM PRICE: $2,526.00

583-120-080-3
TRA 071-145
2004-583120080-0000

ITEM 241 OUTSIDE CITY
583130043-1
LAST ASSESSED TO CRAWFORD, SAMANTHA
SITUS ADDRESS: 46201 RAINBOW RD AGUANGA
MINIMUM PRICE: $3,438.00

583-130-043-1
TRA 071-145
2004-583130043-0000

ITEM 242 IN THE CITY OF COACHELLA
603140009-9
LAST ASSESSED TO DESERT LAKES DEV
MINIMUM PRICE: $963.00

603-140-009-9
TRA 012-062
2004-603140009-0000

ITEM 243 OUTSIDE CITY
609450059-4
LAST ASSESSED TO MESA FLORES HOMEOWNERS ASSN
MINIMUM PRICE: $754.00

609-450-059-4
TRA 075-190
2004-609450059-0000

ITEM 244 IN THE CITY OF INDIO
610136016-4
LAST ASSESSED TO DELGADO, LUIS JAVIER & ROSE, JESSICA
SITUS ADDRESS: 43881 ARABIA ST INDIO 92201
MINIMUM PRICE: $13,483.00

610-136-016-4
TRA 007-108
2001-610136016-0000

ITEM 245 IN THE CITY OF INDIO
611152004-0
LAST ASSESSED TO WALKER, RONALD
SITUS ADDRESS: 44840 OASIS ST INDIO
MINIMUM PRICE: $45,832.00

611-152-004-0
TRA 007-005
2001-611152004-0000

ITEM 246 IN THE CITY OF INDIO
614120011-8
LAST ASSESSED TO CANNON, ROY J & ELOISE
SITUS ADDRESS: 82410 GARDEN AVE INDIO
MINIMUM PRICE: $8,770.00

614-120-011-8
TRA 007-067
2004-614120011-0000

ITEM 247 IN THE CITY OF PALM DESERT
620281020-9
LAST ASSESSED TO GOULD, ROGER R & JANET E
SITUS ADDRESS: 39745 DESERT ANGEL DR PALM DESERT
MINIMUM PRICE: $15,998.00

620-281-020-9
TRA 018-383
2004-620281020-0000

ITEM 248 IN THE CITY OF PALM DESERT
628081008-7
LAST ASSESSED TO NEW KENNET CORP
MINIMUM PRICE: $20,581.00

628-081-008-7
TRA 018-006
2004-628081008-0000

ITEM 249 IN THE CITY OF PALM DESERT
628152003-1
LAST ASSESSED TO DEEP CANYON TENNIS CLUB OWNERS ASSN
SITUS ADDRESS: 72804 TONY TRABERT LN PALM DESERT
MINIMUM PRICE: $20,975.00

628-152-003-1
TRA 018-006
2004-628152003-0000

ITEM 250 IN THE CITY OF PALM DESERT
628202038-7
LAST ASSESSED TO KENNEDY, CHERYL A
SITUS ADDRESS: 72701 WILLOW ST NO 2 PALM DESERT
MINIMUM PRICE: $9,240.00

628-202-038-7
TRA 018-045
2004-628202038-0000

ITEM 251 OUTSIDE CITY
635234014-6
LAST ASSESSED TO KENT, TOD
MINIMUM PRICE: $3,832.00

635-234-014-6
TRA 061-068
2004-635234014-0000

ITEM 252 OUTSIDE CITY
636261009-3
LAST ASSESSED TO SPEIR, KEVIN A & LINDA M
MINIMUM PRICE: $3,329.00

636-261-009-3
TRA 061-070
2004-636261009-0000

ITEM 253 IN THE CITY OF PALM DESERT
637031019-8
LAST ASSESSED TO LANG, EUGENE RAYMOND TR
SITUS ADDRESS: 77190 MICHIGAN DR PALM DESERT
MINIMUM PRICE: $11,182.00

637-031-019-8
TRA 018-244
2003-637031019-0000

ITEM 254 IN THE CITY OF DESERT HOT SPRINGS
639102013-5
LAST ASSESSED TO CLARK, DENNIS
SITUS ADDRESS: 66657 SAN RAFAEL DSRT HOT SPG
MINIMUM PRICE: $12,779.00

639-102-013-5
TRA 014-078
2004-639102013-0000

ITEM 255 IN THE CITY OF DESERT HOT SPRINGS
639231014-5
LAST ASSESSED TO BAMBROOK, MICHAEL JOSEPH
SITUS ADDRESS: 66183 2ND ST DSRT HOT SPG
MINIMUM PRICE: $6,461.00

639-231-014-5
TRA 014-007
2004-639231014-0000

ITEM 256 IN THE CITY OF DESERT HOT SPRINGS
639242002-8
LAST ASSESSED TO RILEY, VERNETTA
MINIMUM PRICE: $2,147.00

639-242-002-8
TRA 014-007
2004-639242002-0000

ITEM 257 IN THE CITY OF DESERT HOT SPRINGS
641072001-9
LAST ASSESSED TO GUERRERO, IGNACIO & PETRA RODRIGUEZ
MINIMUM PRICE: $3,874.00

641-072-001-9
TRA 014-007
2004-641072001-0000

ITEM 258 IN THE CITY OF DESERT HOT SPRINGS
641092045-1
LAST ASSESSED TO RAMIREZ, ARACELI
SITUS ADDRESS: 12966 HACIENDA DSRT HOT SPG
MINIMUM PRICE: $16,717.00

641-092-045-1
TRA 014-007
2004-641092045-0000

ITEM 259 IN THE CITY OF DESERT HOT SPRINGS
642214018-0
LAST ASSESSED TO BAKER, LUCINDA
SITUS ADDRESS: 13525 MOUNTAIN VIEW RD DSRT HOT SPG
MINIMUM PRICE: $17,820.00

642-214-018-0
TRA 014-074
2004-642214018-0000

ITEM 260 IN THE CITY OF DESERT HOT SPRINGS
642231013-8
LAST ASSESSED TO VARGA, THOMAS A
MINIMUM PRICE: $3,490.00

642-231-013-8
TRA 014-074
2004-642231013-0000

ITEM 261 OUTSIDE CITY
645291011-3
LAST ASSESSED TO EATON, MARY P & THOMAS PAGE
MINIMUM PRICE: $2,499.00

645-291-011-3
TRA 061-025
2004-645291011-0000

ITEM 262 OUTSIDE CITY
645291012-4
LAST ASSESSED TO EATON, MARY P & THOMAS PAGE
MINIMUM PRICE: $1,940.00

645-291-012-4
TRA 061-025
2004-645291012-0000

ITEM 263 OUTSIDE CITY
650033008-1
LAST ASSESSED TO ROHN, JAMES
MINIMUM PRICE: $5,528.00

650-033-008-1
TRA 061-030
2004-650033008-0000

ITEM 264 OUTSIDE CITY
654096008-4
LAST ASSESSED TO KLAVINS, EDNA
SITUS ADDRESS: 69450 CRESTVIEW DR DSRT HOT SPG
MINIMUM PRICE: $3,382.00

654-096-008-4
TRA 061-108
2004-654096008-0000

ITEM 265 OUTSIDE CITY
656102032-7
LAST ASSESSED TO MILLER, PAUL I
MINIMUM PRICE: $2,569.00

656-102-032-7
TRA 061-074
2004-656102032-0000

ITEM 266 OUTSIDE CITY
656122017-6
LAST ASSESSED TO CAMBRON, MARIA G
SITUS ADDRESS: 15915 VIA MONTANA DSRT HOT SPG
MINIMUM PRICE: $14,707.00

656-122-017-6
TRA 061-074
2004-656122017-0000

ITEM 267 OUTSIDE CITY
657181040-6
LAST ASSESSED TO DIAZ, MARTHA
MINIMUM PRICE: $1,560.00

657-181-040-6
TRA 061-074
2004-657181040-0000

ITEM 268 OUTSIDE CITY
657204021-9
LAST ASSESSED TO LOPEZ, ROSANELY
MINIMUM PRICE: $1,000.00

657-204-021-9
TRA 061-074
2004-657204021-0000

ITEM 269 IN THE CITY OF LA QUINTA
658390025-6
LAST ASSESSED TO NIJNENS, PIERRE & SCHOLASTICA VAN
SITUS ADDRESS: 77250 VISTA FLORA LA QUINTA
MINIMUM PRICE: $84,846.00

658-390-025-6
TRA 020-022
2004-658390025-0000

ITEM 270 OUTSIDE CITY
660072008-5
LAST ASSESSED TO HASSAN, MAHMOOD
MINIMUM PRICE: $1,717.00

660-072-008-5
TRA 061-175
2004-660072008-0000

ITEM 271 OUTSIDE CITY
661061008-8
LAST ASSESSED TO PULASKI, ROBERT
MINIMUM PRICE: $3,669.00

661-061-008-8
TRA 061-093
2004-661061008-0000

ITEM 272 OUTSIDE CITY
661072016-9
LAST ASSESSED TO RIVERA, ALEXYS & SANCHEZ, SONIA G
MINIMUM PRICE: $6,243.00

661-072-016-9
TRA 061-093
2004-661072016-0000

ITEM 273 OUTSIDE CITY
661192004-9
LAST ASSESSED TO PULASKI, ROBERT
MINIMUM PRICE: $1,996.00

661-192-004-9
TRA 061-093
2004-661192004-0000

ITEM 274 OUTSIDE CITY
661272025-5
LAST ASSESSED TO PULASKI, ROBERT
SITUS ADDRESS: 9645 SPYGLASS AVE NO 81 DSRT HOT SPG
MINIMUM PRICE: $6,479.00

661-272-025-5
TRA 061-093
2004-661272025-0000

ITEM 275 OUTSIDE CITY
663081015-0
LAST ASSESSED TO MOORE, M J TR
MINIMUM PRICE: $3,278.00

REOFFER
663-081-015-0
TRA 061-020
2003-663081015-0000

ITEM 276 OUTSIDE CITY
663130005-2
LAST ASSESSED TO POWERS, LINCOLN & JARED POWERS, WILLIAM
MINIMUM PRICE: $2,521.00

663-130-005-2
TRA 061-056
2004-663130005-0000

ITEM 277 OUTSIDE CITY
663204004-9
LAST ASSESSED TO VALENZUELA, BALTAZAR G & LORENA C
MINIMUM PRICE: $1,658.00

663-204-004-9
TRA 061-056
2004-663204004-0000

ITEM 278 IN THE CITY OF DESERT HOT SPRINGS
663381008-1
LAST ASSESSED TO DOXTATOR, MAYME V
MINIMUM PRICE: $1,737.00

663-381-008-1
TRA 014-026
2004-663381008-0000

ITEM 279 OUTSIDE CITY
664200016-5
LAST ASSESSED TO ROYAL, ANTOINETTE N & CELEVICH, GEORGE W & A & DINOVA, PETER VINCENT
MINIMUM PRICE: $839.00

664-200-016-5
TRA 061-021
2004-664200016-0000

ITEM 280 OUTSIDE CITY
664200017-6
LAST ASSESSED TO ROYAL, ANTOINETTE N & CELEVICH, GEORGE W & A & DINOVA, PETER VINCENT
MINIMUM PRICE: $839.00

664-200-017-6
TRA 061-021
2004-664200017-0000

ITEM 281 OUTSIDE CITY
664210028-7
LAST ASSESSED TO PEDREZZANO, LIO
MINIMUM PRICE: $1,142.00

664-210-028-7
TRA 061-021
2004-664210028-0000

ITEM 282 OUTSIDE CITY
666040009-9
LAST ASSESSED TO GRACE APOSTOLIC CHURCH
MINIMUM PRICE: $6,924.00

666-040-009-9
TRA 061-040
2004-666040009-0000

ITEM 283 OUTSIDE CITY
666060004-6
LAST ASSESSED TO PIZA, FRANCISCO & DIANA M
MINIMUM PRICE: $15,284.00

666-060-004-6
TRA 061-079
2004-666060004-0000

ITEM 284 OUTSIDE CITY
666213015-8
LAST ASSESSED TO MOORE, LAWRENCE A & GINNIE L
MINIMUM PRICE: $31,816.00

666-213-015-8
TRA 061-059
2001-666213015-0000

ITEM 285 OUTSIDE CITY
666230003-0
LAST ASSESSED TO WHITWORTH, GERALDINE J
SITUS ADDRESS: 64373 THUMB DR N PALM SPG
MINIMUM PRICE: $66,506.00

666-230-003-0
TRA 061-085
2004-666230003-0000

ITEM 286 OUTSIDE CITY
667211051-1
LAST ASSESSED TO TIEDMAN, GREGG ALAN
MINIMUM PRICE: $6,153.00

667-211-051-1
TRA 061-040
2004-667211051-0000

ITEM 287 OUTSIDE CITY
668300006-3
LAST ASSESSED TO MORGAN, JOHN R
MINIMUM PRICE: $819.00

668-300-006-3
TRA 061-075
2004-668300006-0000

ITEM 288 OUTSIDE CITY
668390004-0
LAST ASSESSED TO WALTON, CARRIE TR
SITUS ADDRESS: 61680 GASLINE RD N PALM SPG
MINIMUM PRICE: $1,549.00

668-390-004-0
TRA 061-081
2004-668390004-0000

ITEM 289 OUTSIDE CITY
668390062-2
LAST ASSESSED TO ABTAHI, KHOSROW
MINIMUM PRICE: $1,869.00

668-390-062-2
TRA 061-081
2004-668390062-0000

ITEM 290 OUTSIDE CITY
669205006-6
LAST ASSESSED TO ARDON, RENEE
MINIMUM PRICE: $888.00

669-205-006-6
TRA 061-061
2004-669205006-0000

ITEM 291 IN THE CITY OF PALM SPRINGS
669376043-8
LAST ASSESSED TO GONZALEZ, JUAN
SITUS ADDRESS: 2820 ARCADIA CT NO 107 PALM SPRINGS
MINIMUM PRICE: $2,437.00

669-376-043-8
TRA 011-005
2004-669376043-0000

ITEM 292 IN THE CITY OF PALM SPRINGS
669395014-1
LAST ASSESSED TO WYSE, MAUDE
SITUS ADDRESS: 431 AVENIDA CERCA PALM SPRINGS
MINIMUM PRICE: $6,850.00

669-395-014-1
TRA 011-044
2004-669395014-0000

ITEM 293 IN THE CITY OF CATHEDRAL CITY
670422026-5
LAST ASSESSED TO GHA PALOMA GROUP
MINIMUM PRICE: $1,285.00

670-422-026-5
TRA 019-175
2004-670422026-0000

ITEM 294 IN THE CITY OF RANCHO MIRAGE
670450048-2
LAST ASSESSED TO TUSCANY AT RANCHO MIRAGE INC
MINIMUM PRICE: $1,948.00

670-450-048-2
TRA 017-260
2004-670450048-0000

ITEM 295 IN THE CITY OF CATHEDRAL CITY
673222006-0
LAST ASSESSED TO BOWEN, RICHARD & JENNIE
SITUS ADDRESS: 35352 CORREGIDOR DR CATHEDRAL CY
MINIMUM PRICE: $8,309.00

673-222-006-0
TRA 019-025
2003-673222006-0000

ITEM 296 IN THE CITY OF RANCHO MIRAGE
674510001-2
LAST ASSESSED TO CHAPSKI, KENNETH E
SITUS ADDRESS: 1 W MISSION PALMS RANCHO MIRAGE
MINIMUM PRICE: $31,557.00

674-510-001-2
TRA 017-177
2004-674510001-0000

ITEM 297 IN THE CITY OF RANCHO MIRAGE
676490041-1
LAST ASSESSED TO FICK, THEODORE A
SITUS ADDRESS: 37 VICTORIA FALLS DR RANCHO MIRAGE
MINIMUM PRICE: $26,038.00

676-490-041-1
TRA 017-222
2004-676490041-0000

ITEM 298 IN THE CITY OF CATHEDRAL CITY
678221024-8
LAST ASSESSED TO RUIZ, ANNA SYLVIA & ROSA MARIA & JOSE LUPE
SITUS ADDRESS: 31590 AVENIDA LA GAVIOTA CATHEDRAL CY
MINIMUM PRICE: $12,029.00

678-221-024-8
TRA 019-102
2004-678221024-0000

ITEM 299 IN THE CITY OF CATHEDRAL CITY
680232013-9
LAST ASSESSED TO JAYNE, DOLORES & JORDAN, JOHN
SITUS ADDRESS: 32969 SHIFTING SANDS TR CATHEDRAL CY
MINIMUM PRICE: $28,727.00

680-232-013-9
TRA 019-075
2004-680232013-0000

ITEM 300 IN THE CITY OF CATHEDRAL CITY
680291005-5
LAST ASSESSED TO JACOBY, SCOTT & HERTZ, MICHAEL
SITUS ADDRESS: 32114 RANCHO VISTA DR CATHEDRAL CY
MINIMUM PRICE: $41,621.00

680-291-005-5
TRA 019-013
2004-680291005-0000

ITEM 301 IN THE CITY OF CATHEDRAL CITY
680332007-3
LAST ASSESSED TO CARRILLO, REFUGIO JR TR
SITUS ADDRESS: 68976 33RD AVE CATHEDRAL CY
MINIMUM PRICE: $16,843.00

680-332-007-3
TRA 019-013
2004-680332007-0000

ITEM 302 IN THE CITY OF CATHEDRAL CITY
680452002-9
LAST ASSESSED TO RDS VILLAGES
MINIMUM PRICE: $4,437.00

680-452-002-9
TRA 019-013
2004-680452002-0000

ITEM 303 IN THE CITY OF RANCHO MIRAGE
688230012-8
LAST ASSESSED TO CORTI, RONALD TR & SWANSON, SCOTT B TR & BAILEY, SCOTT A & STEWARD INV INC ETAL
SITUS ADDRESS: 71030 COUNTRY CLUB RD RANCHO MIRAGE
MINIMUM PRICE: $16,552.00

688-230-012-8
TRA 017-017
2004-688230012-0000

ITEM 304 IN THE CITY OF RANCHO MIRAGE
689211008-3
LAST ASSESSED TO BOYER, JACK M
SITUS ADDRESS: 70260 HIGHWAY 111 NO 8 RANCHO MIRAGE
MINIMUM PRICE: $2,622.00

689-211-008-3
TRA 017-023
2004-689211008-0000

ITEM 305 OUTSIDE CITY
693102031-7
LAST ASSESSED TO KAY, MILDRED F
SITUS ADDRESS: 32662 TUCSON PL THOUSAND PLMS 92276
MINIMUM PRICE: $9,512.00

693-102-031-7
TRA 061-114
2001-653122031-0000

ITEM 306 OUTSIDE CITY
721204010-9
LAST ASSESSED TO AVENDANO, ELOY S
MINIMUM PRICE: $1,272.00

721-204-010-9
TRA 058-020
2004-721204010-0000

ITEM 307 OUTSIDE CITY
721241028-1
LAST ASSESSED TO BARAJAS, MANUEL CENTENO & CENTENO, MARIA BEATRIZC
SITUS ADDRESS: 98560 YAWL AVE THERMAL
MINIMUM PRICE: $4,958.00

721-241-028-1
TRA 058-020
2004-721241028-0000

ITEM 308 OUTSIDE CITY
721241046-7
LAST ASSESSED TO REYNAGA, FILIBERTO & CAROLINA
MINIMUM PRICE: $1,177.00

721-241-046-7
TRA 058-020
2004-721241046-0000

ITEM 309 OUTSIDE CITY
723023017-1
LAST ASSESSED TO HERBERT, JOSEPH L & CONSTANCE
MINIMUM PRICE: $1,271.00

723-023-017-1
TRA 058-020
2004-723023017-0000

ITEM 310 OUTSIDE CITY
723061013-5
LAST ASSESSED TO JAMES, F J
MINIMUM PRICE: $1,507.00

723-061-013-5
TRA 058-020
2004-723061013-0000

ITEM 311 OUTSIDE CITY
723144007-6
LAST ASSESSED TO TORRES MARTINEZ DESERT CAHUILLA INDIANS
MINIMUM PRICE: $2,118.00

723-144-007-6
TRA 058-020
2003-723144007-0000

ITEM 312 OUTSIDE CITY
723251011-0
LAST ASSESSED TO PHILLIPS, ROBERT WARD & ANNETTE ROSEANNE
SITUS ADDRESS: 73585 DAMASCUS AVE MECCA
MINIMUM PRICE: $8,032.00

723-251-011-0
TRA 058-026
2004-723251011-0000

ITEM 313 OUTSIDE CITY
727331068-7
LAST ASSESSED TO E G WILLIAMS DEV CORP
SITUS ADDRESS: 91019 GARDENIA WAY MECCA
MINIMUM PRICE: $2,295.00

727-331-068-7
TRA 058-116
2004-727331068-0000

ITEM 314 OUTSIDE CITY
727332013-0
LAST ASSESSED TO RODRIGUEZ, FRANCISCO & MARTHA E
SITUS ADDRESS: 64089 MIRAVILLA WAY MECCA
MINIMUM PRICE: $2,974.00

727-332-013-0
TRA 058-116
2004-727332013-0000

ITEM 315 OUTSIDE CITY
750120036-6
LAST ASSESSED TO MERVINE, THOMAS R TR & JOAN N TR
SITUS ADDRESS: 29925 DESERT CHARM RD DSRT HOT SPG
MINIMUM PRICE: $5,694.00

750-120-036-6
TRA 075-046
2003-750120036-0000

ITEM 316 OUTSIDE CITY
752290011-3
LAST ASSESSED TO 340912 ALBERTA CORP
SITUS ADDRESS: 36635 MOJAVE SAGE ST PALM DESERT
MINIMUM PRICE: $59,773.00

752-290-011-3
TRA 075-004
2004-752290011-0000

ITEM 317 OUTSIDE CITY
753140077-6 PORTION OF 753140073-2
LAST ASSESSED TO WESTERN PROP
MINIMUM PRICE: $30,600.00

753-140-077-6
TRA 058-047
2004-753140073-0001

ITEM 318 IN THE CITY OF COACHELLA
763431009-7
LAST ASSESSED TO PEREZ, TERESA DE
SITUS ADDRESS: 86066 PALMERA CIR COACHELLA
MINIMUM PRICE: $2,411.00

763-431-009-7
TRA 012-036
2004-763431009-0000

ITEM 319 IN THE CITY OF LA QUINTA
764180006-6
LAST ASSESSED TO DUKE, JACK & DIAZ, ELIDA PINELA
SITUS ADDRESS: 58007 MONROE ST LA QUINTA
MINIMUM PRICE: $21,124.00

764-180-006-6
TRA 020-151
2004-764180006-0000

ITEM 320 IN THE CITY OF LA QUINTA
773154006-1
LAST ASSESSED TO ALEMANY, NORA
SITUS ADDRESS: 51860 AVENIDA MADERO LA QUINTA
MINIMUM PRICE: $7,095.00

773-154-006-1
TRA 020-143
2004-773154006-0000

ITEM 321 IN THE CITY OF COACHELLA
778241019-7 FORMERLY 765382019-9
LAST ASSESSED TO TOVAR, MANUEL R & CATALINA F
SITUS ADDRESS: 52443 TRIPOLI WAY COACHELLA
MINIMUM PRICE: $2,164.00

778-241-019-7
TRA 012-023
2003-765382019-0000

ITEM 322 IN THE CITY OF COACHELLA
778262023-5 FORMERLY 765403038-0
LAST ASSESSED TO VEGA, ROBERTO B & MARIA R
SITUS ADDRESS: 52192 LAS PALMAS ST COACHELLA
MINIMUM PRICE: $2,071.00

778-262-023-5
TRA 012-023
2004-765403038-0000

ITEM 323 OUTSIDE CITY
818293005-8
LAST ASSESSED TO SHUMAKE, WILBUR & BERTHA M
SITUS ADDRESS: 18160 PALOWALLA DR BLYTHE
MINIMUM PRICE: $2,807.00

818-293-005-8
TRA 085-017
2004-818293005-0000

ITEM 324 OUTSIDE CITY
818314003-0
LAST ASSESSED TO BILLINGSLEY, JAMES E
SITUS ADDRESS: 18271 PALOWALLA RD BLYTHE
MINIMUM PRICE: $2,890.00

818-314-003-0
TRA 085-017
2004-818314003-0000

ITEM 325 OUTSIDE CITY
818321005-4
LAST ASSESSED TO COVINGTON, CLAYTON & FANNIE E
SITUS ADDRESS: 18301 PALOWALLO RD BLYTHE
MINIMUM PRICE: $3,386.00

818-321-005-4
TRA 085-017
2004-818321005-0000

ITEM 326 OUTSIDE CITY
824030007-2
LAST ASSESSED TO SCHULTZ, JOAN M & RICHARD W
MINIMUM PRICE: $1,541.00

824-030-007-2
TRA 085-000
2004-824030007-0000

ITEM 327 OUTSIDE CITY
824041003-2
LAST ASSESSED TO BUCK, TOMMIE WAYNE
MINIMUM PRICE: $3,312.00

824-041-003-2
TRA 085-017
2004-824041003-0000

ITEM 328 OUTSIDE CITY
824062001-5
LAST ASSESSED TO MONROE, RICHARD G
SITUS ADDRESS: 17876 BLYTHE WAY BLYTHE 92225
MINIMUM PRICE: $11,446.00

REOFFER
824-062-001-5
TRA 085-017
1999-824062001-0000

ITEM 329 OUTSIDE CITY
824072004-9
LAST ASSESSED TO COVINGTON, CLAYTON & FANNIE E
MINIMUM PRICE: $2,923.00

824-072-004-9
TRA 085-017
2004-824072004-0000

ITEM 330 IN THE CITY OF BLYTHE
836080012-8
LAST ASSESSED TO PAYNE, LARRY KENT
SITUS ADDRESS: 251 N SOLANO AVE BLYTHE
MINIMUM PRICE: $2,942.00

836-080-012-8
TRA 003-004
2004-836080012-0000

ITEM 331 IN THE CITY OF BLYTHE
848062003-1
LAST ASSESSED TO ROGER G SLATER M D INC
SITUS ADDRESS: 230 E HOBSON WAY BLYTHE
MINIMUM PRICE: $4,202.00

848-062-003-1
TRA 003-004
2004-848062003-0000

ITEM 332 IN THE CITY OF BLYTHE
848062004-2
LAST ASSESSED TO ROGER G SLATER M D INC
SITUS ADDRESS: 234 E HOBSON WAY BLYTHE
MINIMUM PRICE: $30,068.00

848-062-004-2
TRA 003-004
2004-848062004-0000

ITEM 333 IN THE CITY OF BLYTHE
851101003-5
LAST ASSESSED TO MCANULTY, NORMAN
SITUS ADDRESS: 12636 FIR RD BLYTHE
MINIMUM PRICE: $3,648.00

851-101-003-5
TRA 003-035
2004-851101003-0000

ITEM 334 OUTSIDE CITY
872242020-9
LAST ASSESSED TO WHITNEY, CHESTER
MINIMUM PRICE: $13,743.00

872-242-020-9
TRA 085-008
2004-872242020-0000

ITEM 335 OUTSIDE CITY
872291011-3
LAST ASSESSED TO PEDERSON, DIANA FAY
SITUS ADDRESS: 24945 MASON AVE RIPLEY
MINIMUM PRICE: $1,586.00

872-291-011-3
TRA 085-008
2004-872291011-0000

ITEM 336 OUTSIDE CITY
872294015-6
LAST ASSESSED TO ANDERSON, JOEL
MINIMUM PRICE: $5,836.00

REOFFER
872-294-015-6
TRA 085-008
2000-872294015-0000

ITEM 337 OUTSIDE CITY
872294028-8
LAST ASSESSED TO GARCIA, MARGARITO & ROSA MARIA A
MINIMUM PRICE: $2,496.00

872-294-028-8
TRA 085-008
2004-872294028-0000

ITEM 338 IN THE CITY OF MURRIETA
904333009-5
LAST ASSESSED TO J L FLEMING CO & BOYLE, BRUCE & BOYLE, JONI
MINIMUM PRICE: $12,772.00

904-333-009-5
TRA 024-007
2003-904333009-0000

ITEM 339 IN THE CITY OF MURRIETA
904333010-5
LAST ASSESSED TO J L FLEMING CO & BOYLE, BRUCE & BOYLE, JONI
MINIMUM PRICE: $12,772.00

904-333-010-5
TRA 024-007
2003-904333010-0000

ITEM 340 IN THE CITY OF MURRIETA
904333011-6
LAST ASSESSED TO J L FLEMING CO & BOYLE, BRUCE & BOYLE, JONI
MINIMUM PRICE: $12,772.00

904-333-011-6
TRA 024-007
2003-904333011-0000

ITEM 341 IN THE CITY OF MURRIETA
904333012-7
LAST ASSESSED TO J L FLEMING CO & BOYLE, BRUCE & BOYLE, JONI
MINIMUM PRICE: $12,477.00

904-333-012-7
TRA 024-007
2003-904333012-0000

ITEM 342 IN THE CITY OF MURRIETA
904333013-8
LAST ASSESSED TO J L FLEMING CO & BOYLE, BRUCE & BOYLE, JONI
MINIMUM PRICE: $12,477.00

904-333-013-8
TRA 024-007
2003-904333013-0000

ITEM 343 IN THE CITY OF MURRIETA
904333014-9
LAST ASSESSED TO J L FLEMING CO & BOYLE, BRUCE & BOYLE, JONI
MINIMUM PRICE: $12,772.00

904-333-014-9
TRA 024-007
2003-904333014-0000

ITEM 344 IN THE CITY OF MURRIETA
904333015-0
LAST ASSESSED TO J L FLEMING CO & BOYLE, BRUCE & BOYLE, JONI
MINIMUM PRICE: $12,477.00

904-333-015-0
TRA 024-007
2003-904333015-0000

ITEM 345 IN THE CITY OF MURRIETA
904333016-1
LAST ASSESSED TO J L FLEMING CO & BOYLE, BRUCE & BOYLE, JONI
MINIMUM PRICE: $12,477.00

904-333-016-1
TRA 024-007
2003-904333016-0000

ITEM 346 IN THE CITY OF MURRIETA
908190012-4 FORMERLY 956171012-6
LAST ASSESSED TO MAYFIELD, ARTHUR & MARY LOU
SITUS ADDRESS: 28690 VIA DEL SOL MURRIETA
MINIMUM PRICE: $15,430.00

908-190-012-4
TRA 024-248
2004-956171012-0000

ITEM 347 IN THE CITY OF MURRIETA
913382024-6
LAST ASSESSED TO AL OMAIRA, HILDA A & AL OMAAIRAH, KHALID BIN
SITUS ADDRESS: 39750 MONARCH DR MURRIETA
MINIMUM PRICE: $7,447.00

913-382-024-6
TRA 024-274
2004-913382024-0000

ITEM 348 OUTSIDE CITY
915490034-3
LAST ASSESSED TO DAVIDS, MARK A & SUSAN L
MINIMUM PRICE: $4,608.00

915-490-034-3
TRA 071-143
2004-915490034-0000

ITEM 349 IN THE CITY OF MURRIETA
916213010-1
LAST ASSESSED TO DOAN, THANH V
SITUS ADDRESS: 40163 TORREY PINES RD MURRIETA
MINIMUM PRICE: $10,470.00

916-213-010-1
TRA 024-246
2004-916213010-0000

ITEM 350 OUTSIDE CITY
918120028-5
LAST ASSESSED TO FIRESTONE, CHERYL
SITUS ADDRESS: 47715 RAINBOW CANYON RD TEMECULA
MINIMUM PRICE: $3,926.00

918-120-028-5
TRA 094-005
2003-918120028-0000

ITEM 351 IN THE CITY OF TEMECULA
922190013-9
LAST ASSESSED TO EL DORADO HOMES
SITUS ADDRESS: 29234 VALLEJO AVE TEMECULA
MINIMUM PRICE: $52,572.00

922-190-013-9
TRA 013-004
2004-922190013-0000

ITEM 352 OUTSIDE CITY
927680004-0
LAST ASSESSED TO VAIL LAKE RANCHO CALIF
MINIMUM PRICE: $99,748.00

927-680-004-0
TRA 094-113
2004-927680004-0000

ITEM 353 IN THE CITY OF MURRIETA
947202006-0
LAST ASSESSED TO ROBERTSON, GERI
SITUS ADDRESS: 24537 JACARTE DR MURRIETA
MINIMUM PRICE: $32,560.00

947-202-006-0
TRA 024-033
2004-947202006-0000

ITEM 354 IN THE CITY OF TEMECULA
954102023-8
LAST ASSESSED TO RISING, LETTY M
SITUS ADDRESS: 31147 CALLE ARAGON TEMECULA
MINIMUM PRICE: $14,944.00

954-102-023-8
TRA 013-039
2004-954102023-0000

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

FROM: Supervisor Jeff Stone **SUBMITTAL DATE:** Nov 18, 2009

SUBJECT: Resolution #2009-348 Supporting a Uniform Personal Defense Policy in Riverside County

RECOMMENDED MOTION:

That the Board join with me in supporting Resolution #2009-348.

BACKGROUND:

With the State of California's authorization for early release of up to 27,000 prisoners, a uniform policy for certification and issuance of a Concealed Weapon Permit should include the reason of "personal defense", in compliance with the State of California's "good cause" law, as a reason to carry a concealed weapon in Riverside County.

Jeff Stone
Supervisor
Third District

JS:vc

3.128

RESOLUTION #2000-348

RESOLUTION SUPPORTING A UNIFORM PERSONAL DEFENSE POLICY IN RIVERSIDE COUNTY

Whereas, the State of California, in order to cut the State's budget, has authorized the early release of up to 27,000 prisoners; and

Whereas, the Office of the Sheriff of Riverside County is, to the greatest extent possible, staffed with sworn officers to protect the public; and

Whereas, the early release of these prisoners constitutes a major threat to the security and safety of all communities and citizens in the County of Riverside; and

Whereas, the Office of the Sheriff of Riverside County currently issues Concealed Weapon Permits based on the criteria of an individual either being a business owner or the victim of a threat in order to fulfill the State of California's "good cause" criteria for issuance of a Concealed Weapon Permit;

Therefore, Be It Resolved, that the reason of "personal defense" be accepted by the Office of the Sheriff, in compliance with State of California "good cause" law, as a reason to issue a permit to carry a concealed weapon to citizens of the State of California who reside in Riverside County and that the Office of the Sheriff implement a uniform and attainable certification process for issuance of said permit.

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

FROM: Executive Office

SUBMITTAL DATE:
November 16, 2009

SUBJECT: Report on ACORN related transactions with the County of Riverside

RECOMMENDED MOTION: That the Board of Supervisors receive and file this report on ACORN related transactions with the County of Riveride.

BACKGROUND: During the opening comments of the September 29, 2009 Board of Supervisors meeting, Supervisor Stone expressed concern regarding alleged voter registration fraud perpetrated by The Association of Community Organizations for Reform Now (ACORN). Consequently, Supervisor Stone directed the Registrar of Voters to perform a cursory review of voter registrations submitted by ACORN and report back in 60 days. Supervisor Stone also directed the Executive Office to report on any payments made to ACORN on behalf of the county.

The Registrar of Voters reports it has not issued any voter registration cards to ACORN. It should be noted that the Registrar of Voters would be unable to identify any registrations cards that may have been picked up by an ACORN representative unless the person identified himself/herself as such. The Executive Office reviewed financial records from July 2002 through October 2009 and found that no payments have been made to the ACORN organization.

Karen L. Johnson, Management Analyst

Departmental Concurrence

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:	N/A

SOURCE OF FUNDS: N/A

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION:

APPROVE

BY: Kathryn Field

County Executive Office Signature

Dep't Recomm.: ☒ Policy ☐ Consent

Per Exec. Ofc.: ☒ Policy ☐ Consent

Prev. Agn. Ref.: | **District:** All | **Agenda Number:** 3.129

Form 11 (Rev 06/2003)

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.** 3.13

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.** 3.14

FORM 11 (Rev. 1/00)

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

FROM: Supervisor Jeff Stone **SUBMITTAL DATE:** November 4, 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:

Valley Restart Shelter 200 East Menlo Ave., Hemet, CA 92543	**$10,000. 00**
RSO K9 Trials 6215 River Crest Drive #A, Riverside, CA 92507	**$2,500. 00**

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

Increase Appropriations:	
10000-1000100000-536200 Contributions to Non-Co Agency	**$12,500 .00**
Decrease Board Designation:	
10000-1000100000-320135 Community Improvement	**$12,500 .00**

Jeff Stone, 3rd District Supervisor

REQUIRES 4/5th's VOTE

Prev. Agn. ref. **Dist.** **AGENDA NO.** 3.15

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
Valley Restart Shelter	Bus ticket home program – Transportation program
RSO K-9 Trials	Operations – Veterinary Services

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

FROM: Supervisor Jeff Stone **SUBMITTAL DATE:** November 4, 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 Peace Officers Foundation 6215 River Crest, Ste A Riverside, CA 92507	**$2,500. 00**
Valley Blood Services 440 Upas Street, San Diego, Ca 92103	**$1,000. 00**

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

Increase Appropriations: **10000-1000100000-536200 Contributions to Non-Co Agency**	**$3,500 .00**
Decrease Board Designation: **10000-1000100000-320135 Community Improvement**	**$3,500 .00**

Jeff Stone, 3rd District Supervisor

REQUIRES 4/5th's VOTE

Prev. Agn. ref. **Dist.** **AGENDA NO.** 3.16

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 Peace Officers Foundation	Memorial assistance
Valley Blood Services	Mobile blood collection program

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

FROM: Supervisor Jeff Stone **SUBMITTAL DATE:** November 4, 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:

City of Murrieta **$12,500. 00**
1 Town Square, 24601 Jefferson Ave., Murrieta, CA 92562

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

Increase Appropriations:
10000-1000100000-536200 Contributions to Non-Co Agency **$12,500 .00**

Decrease Board Designation:
10000-1000100000-320135 Community Improvement
$12,500 .00

Jeff Stone, 3rd District Supervisor

REQUIRES 4/5th's VOTE

Prev. Agn. ref. **Dist.** **AGENDA NO.** 3.17

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
City of Murrieta	Veteran's Memorial

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

FROM: Supervisor Jeff Stone **SUBMITTAL DATE:** November 13, 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 Rotary Club PO Box 152, Idyllwild, CA 92549	**$500. 00**
Smiles for Seniors PO Box 1113 Yucaipa, CA 92399	**$1,000. 00**

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

Increase Appropriations:	
10000-1000100000-536200 Contributions to Non-Co Agency	**$1,500 .00**
Decrease Board Designation:	
10000-1000100000-320135 Community Improvement	**$1,500 .00**

Jeff Stone, 3rd District Supervisor

REQUIRES 4/5th's VOTE

Prev. Agn. ref. **Dist.** **AGENDA NO.** 3.18

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 Rotary Club	Storage facility for Idyllwild Help Center
Smiles for Seniors	Food Baskets / Utility assistance

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

FROM: Supervisor Jeff Stone **SUBMITTAL DATE:** November 13, 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:

Rotary Club of Murrieta 40485-D Murrieta Hot Springs Rd. #334, Murrieta, CA 92563	**$500. 00**
Voices of Inland Communities PO Box 1695, Romoland, CA 92585	**$1,000. 00**

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

Increase Appropriations: **10000-1000100000-536200 Contributions to Non-Co Agency**	**$1,500 .00**
Decrease Board Designation: **10000-1000100000-320135 Community Improvement**	**$1,500 .00**

Jeff Stone, 3rd District Supervisor

REQUIRES 4/5th's VOTE

Prev. Agn. ref. **Dist.** **AGENDA NO.** 3.19

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
Rotary Club of Murrieta	Support for Murrieta Veteran's Memorial
Voices of Inland Communities	Holiday gifts for underprivileged children

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

FROM: Supervisor Jeff Stone **SUBMITTAL DATE:** November 13, 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:

Single Mothers United in Rewarding Fellowship 31805 Temecula Parkway #389, Temecula, CA 92592	**$2,500. 00**
Idyllwild Help Center PO Box 660, Idyllwild, CA 92549	**$500. 00**

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

Increase Appropriations:	
10000-1000100000-536200 Contributions to Non-Co Agency	**$3,000 .00**
Decrease Board Designation:	
10000-1000100000-320135 Community Improvement	**$3,000 .00**

Jeff Stone, 3rd District Supervisor

REQUIRES 4/5th's VOTE

Prev. Agn. ref. **Dist.** **AGENDA NO.** 3.20

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
Single Mothers United in Rewarding Fellowship	Gas assistance program
Idyllwild Help Center	Holiday food baskets

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 PO Box 9850, Moreno Valley, CA 92552	**$12,500. 00**
Project Touch 30141 Antelope Road #D103, Menifee, CA 92584	**$1,000. 00**

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** 3.21

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.** 3.22

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

Jeff Stone, 3rd District Supervisor

3.23

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 1075 N. State St. , Hemet, CA 92543	**$500. 00**

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** 3.24

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

3.25

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: Supervisor Marion Ashley

SUBMITTAL DATE: November 24, 2009

SUBJECT: Fourth District Use of Community Improvement Designation Funds (CIDF)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approves the use of Community Improvement funds for Riverside County Regional Medical Center Foundation's 20th Annual Festival of Trees...for the love of a child!

   Riverside County Regional Medical Center Foundation
   P.O. Box 9850
   Moreno Valley, CA 92552

2. Approves and directs the Auditor-Controller to make the following budget adjustments:

   Increase appropriations:
   10000-1000100000-536200 Contributions to Non-County Agency $2,500.00

   Decrease Board designation:
   10000-1000100000-320135 Community Improvement $2,500.00

Departmental Concurrence

REQUIRES
4/5th's VOTE

Marion Ashley, Fifth District Supervisor

FINANCIAL DATA				
	Current F.Y. Total Cost:	$ 2,500	**In Current Year Budget:**	NO
	Current F.Y. Net County Cost:	$2,500	**Budget Adjustment:**	YES
	Annual Net County Cost:	$ 0	**For Fiscal Year:**	2009-10

SOURCE OF FUNDS:

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☒

Recomm Per Exec. Ofc.: ☐ Consent ☐ Policy ☐ Consent ☐ Policy

Prev. Agn. Ref.: | **District: 4** | **Agenda Number:** 3.26

BACKGROUND:

The Riverside County Regional Medical Center Foundation's 2009 Festival of Trees event will include a holiday extravaganza at the Riverside Convention Center from November 24th through November 29th and a fundraising gala to be held on November 24th. Proceeds from the event enable the Foundation to purchase desperately needed and often life saving equipment for the Medical Center, especially units that serve children.

We would like to use Fourth District Community Distribution Funds to support this event in its 20th year of raising funds to benefit the Riverside County Medical Center.

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

FROM: Supervisor Marion Ashley **SUBMITTAL DATE: November 24, 2009**

SUBJECT: Fourth District Use of Community Improvement Designation Funds (CIDF)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approves the use of Community Improvement funds for the Thermal Chamber of Commerce Kermese (Community Christmas Festival).

2. Approves and directs the Auditor-Controller to make the following budget adjustments:

Thermal Chamber of Commerce
P.O. Box 284
Thermal, CA 92274

Increase appropriations: 10000-1000100000-536200	$ 2,000.00 Contributions to Non County Agency
Decrease Board designation: 10000-1000100000-320135	$ 2,000.00 Community Improvement

The Thermal Chamber of Commerce is hosting the Kermese on December 12, 2009. It is a community event that will include a parade, food vendors, games, entertainment and a car show. The Chamber is working hard to enlist the support of local businesses and organizations.

We would like to use Fourth District Community Improvement Funds to assist in this event.

REQUIRES
4/5th's VOTE

Marion Ashley, Fifth District Supervisor

FINANCIAL DATA				
	Current F.Y. Total Cost:	$ 00	In Current Year Budget:	NO
	Current F.Y. Net County Cost:	$ 2000	Budget Adjustment:	YES
	Annual Net County Cost:	$ 0	For Fiscal Year:	2009-10

SOURCE OF FUNDS:

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☒

Departmental Concurrence

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

☐ Consent ☐ Policy ☐ Consent ☐ Policy

Prev. Agn. Ref.: | **District:** 4 | **Agenda Number:** 3.27

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

FROM: Supervisor Marion Ashley, Fifth District Supervisor **SUBMITTAL DATE:** November 24, 2009

SUBJECT: Community Improvement Designation Funds

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve Fourth District Community Improvement Designation funds to the Debbie Chisolm Memorial Foundation.
2. Approve and direct the Auditor-Controller to make the following budget adjustment:

Increase appropriations:		
10000-1000100000-536200	Contrib To Non-County Agency	$2,500.00
Decrease Board designation:		
10000-1000100000-320135	Community Improvement	$2,500.00

BACKGROUND:

The Debbie Chisolm Memorial Foundation provides special wishes to seriously and terminally ill children throughout the County of Riverside. We would like to use Fourth District Community Improvement Funds to support the annual "Spirit of Christmas" program.

MARION ASHLEY, 5TH DISTRICT

REQUIRES
4/5th's VOTE

3.28

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

FROM: Supervisor Marion Ashley

SUBMITTAL DATE: November 24, 2009

SUBJECT: Fourth District Use of Community Improvement Designation Funds (CIDF)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approves the use of Community Improvement funds for The Unforgettables Foundation.

   C/O Rose Girard, Executive Director
   229 Cajon Street
   Redlands, CA 92373

2. Approves and directs the Auditor-Controller to make the following budget adjustments:

Increase appropriations: 10000-1000100000-536200 Agency	$ 5,000.00 Contributions to Non-County
Decrease Board designation: 10000-1000100000-320135	$ 5,000.00 Community Improvement

BACKGROUND:

The Unforgettables Foundation is a non-profit charity that provides burial assistance for low income families who have to deal with the loss of their child (ages 0-18). They also increase community involvement and awareness of their program to families who are in need of assistance.
Besides applying for available grants and encouraging donations, the Unforgettables continue to have fundraising events that have allow them to increase their services. We would like to use Fourth District Community Improvement Funds to assist this organization.

REQUIRES 4/5th's VOTE

Marion Ashley, Fifth District Supervisor

FINANCIAL DATA				
	Current F.Y. Total Cost:	$ 5,000	**In Current Year Budget:**	NO
	Current F.Y. Net County Cost:	$ 5,000	**Budget Adjustment:**	YES
	Annual Net County Cost:	$ 0	**For Fiscal Year:**	2009-10

SOURCE OF FUNDS:

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☒

/Departmental Concurrence

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

Prev. Agn. Ref.: | **District:** 4 | **Agenda Number:** 3.29

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

FROM: Supervisor Marion Ashley **SUBMITTAL DATE: November 24, 2009**

SUBJECT: Fourth District Use of Community Improvement Designation Funds (CIDF)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the use of Community Improvement Designation funds for improvements to the Mecca ***Desfile de Luces*** ("Festival of Lights") Parade of Dec. 7, 2009.

   C/O Eric Reyes, Executive Director
   Socio-Economic Justice
   541 Main Street
   Brawley, CA 92227

2. Approves and directs the Auditor-Controller to make the following budget adjustments:

Increase Appropriations: 10000-1000100000-536200	Contributions to Non County Agency	$ 600
Decrease Board Designation: 10000-1000100000-320135	Community Improvement	$ 600

BACKGROUND:

The Mecca ***Desfile de Luces*** is an annual community event that is immensely popular. There is a great deal of participation by school youth groups, community based organizations and businesses. The event attracts virtually the entire community in a celebration of holiday spirit and community pride. This year organizers are expanding the event to recognize the participants and provide refreshments. The funds will offset the increased costs.

We would like to use Fourth District Community Improvement Designation funds to support this event.

REQUIRES 4/5th's VOTE

Marion Ashley, Fifth District Supervisor

'12345astmental Concurrence

☐ Consent

Per Exec. Ofc.:

Prev. Agn. Ref.:	District: 4	Agenda Number: 3.30

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

FROM: Supervisor Ashley **SUBMITTAL DATE:** November 16, 2009

SUBJECT: FIFTH DISTRICT USE OF COMMUNITY IMPROVEMENT DESIGNATION FUNDS
RECOMMENDED MOTION:

That the Board of Supervisors:

1) Approve the use of Community Improvement Designation funds for Alpha Treatment Centers;
2) Approve the use of Community Improvement Designation funds for Moreno Valley Police Department;
3) Approve the use of Community Improvement Designation funds for the Inland Empire Buffalo Soldiers;
4) Approve the use of Community Improvement Designation funds for the Canyon Springs High School;
5) Approve the use of Community Improvement Designation funds for Palm Springs Police Department;
6) Approve the use of Community Improvement Designation funds for Perris Valley Chamber of Commerce
7) Approve and direct the Auditor-Controller to make the following budget adjustments:

Decrease Board Designation:			
10000-1000100000-320135	Community Improvement		$3,000
Increase Appropriations:			
10000-1000100000-536200	Contribution to Non-Co Agency		$3,000
Alpha Treatment Centers 5053 LaMart Dr., Suite 107 Riverside, CA 92507	$500	Moreno Valley Police Department 22850 Calle San Juan De Los Lagos Moreno Valley, CA 92553	$500
Inland Empire Buffalo Soldiers Heritage P.O. Box 366 Riverside, CA. 92502	$500	Canyon Springs High School Band Booster 23100 Cougar Canyon Drive Moreno Valley, CA 92557	$500
WCV Police Activities League P.O. Box 1830 Palm Springs, CA 92263-9841	$500	Perris Valley Chamber of Commerce P.O. Box 2211 Perris, CA 92572-2211	$500

Marion Ashley, 5TH District Supervisor

Prev.Agn.ref. Dist. 5 AGENDA NO. 3.31

BACKGROUND:

Alpha Treatment Center is holding their first annual holiday party forlte foster children who reside in their facility.The Moreno Valley Police Department Problem Oriented Policing Division is holding their annual Holiday Cheer Program providing a holiday meal, gift certificates and gifts to less fortunate families in MorenValley. The Inland Empire Buffalo Soldiers Heritage Association is holding a fundraiser for the Buffalo Soldiers MemorialCanyon Springs High School Band is performing at Bear Valley Elementary School and these funds providfor transportation. The Palm Springs/West Coachella Valley Police Athletic League is holding their Anual Operation Santa fundraiser. The Perris Valley Chamber of Commerce will be holding their annual holiday parade and these funds provide trophy sponsorship. I urge the Board to support these uses of Community Improvement Designation funds.

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

FROM: Supervisor Ashley **SUBMITTAL DATE:** November 16, 2009

SUBJECT: FIFTH DISTRICT USE OF COMMUNITY IMPROVEMENT DESIGNATION FUNDS
RECOMMENDED MOTION:

That the Board of Supervisors:

1) Approve the use of Community Improvement Designation funds for Calimesa Friends of the Library;
2) Approve the use of Community Improvement Designation funds for American Cancer Society;
3) Approve the use of Community Improvement Designation funds for the Banning Cultural Alliance;
4) Approve the use of Community Improvement Designation funds for the Canyon Springs High School;
5) Approve the use of Community Improvement Designation funds for Moreno Valley Hispanic Chamber;
6) Approve the use of Community Improvement Designation funds for Blue Knights Law Enforcement Club
7) Approve and direct the Auditor-Controller to make the following budget adjustments:

Decrease Board Designation:			
10000-1000100000-320135	Community Improvement		$25,100
Increase Appropriations:			
10000-1000100000-536200	Contribution to Non-Co Agency		$25,100
Calimesa Friends of the Library P.O. Box 273 Calimesa, CA 92320	$1,600	American Cancer Society 1240 Palmyrita Ave Ste A, Riverside, CA 92507	$2,500
Banning Cultural Alliance P.O. Box 385 Banning, CA. 92220	$10,000	Moreno Valley Hispanic Chamber 23020 Atlantic Circle Moreno Valley, CA 92553	$3,000
Voices of Inland Communities P.O. Box 1695 Romoland, CA 92585	$5,000	Blue Knights Law Enforcement Club 956 Alta Palm Springs, CA 92262	$3,000

Marion Ashley, 5TH District Supervisor

Prev.Agn.ref. Dist. 5 AGENDA NO. 3.32

BACKGROUND:

The Calimesa Library holds annual events to promote local businesses and support local nonprofit organizations. The City of Calimesa is holding a fundraiser for the American Cancer Society. The Banning Cultural Alliance is requesting funds to assist with the remodel of the history Banning Woman's Club. The Moreno Valley Hispanic Chamber of Commerce holds annual events and this provides corporate sponsorship. Voices of Inland Communities is an organization that creates programs and opportunities for children and their families in the Romoland community. The Blue Knights Law Enforcement Motorcycle Club raises funds to purchase holiday gifts for the cadets at twin Pines Ranch. I urge the Board to support these uses of Community Improvement Designation funds.

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

FROM: Supervisor Ashley **SUBMITTAL DATE:** November 17, 2009

SUBJECT: FIFTH DISTRICT USE OF COMMUNITY IMPROVEMENT DESIGNATION FUNDS

RECOMMENDED MOTION:

That the Board of Supervisors:

1) Approve the use of Community Improvement Designation funds for March Field Air Museum;
2) Approve the use of Community Improvement Designation funds for Greater Riverside Hispanic Chamber;
3) Approve the use of Community Improvement Designation funds for the Cabazon Community Center;
4) Approve the use of Community Improvement Designation funds for the Community Council of Romoland;
5) Approve and direct the Auditor-Controller to make the following budget adjustments:

Decrease Board Designation:			
10000-1000100000-320135	Community Improvement		$32,000
Increase Appropriations:			
10000-1000100000-536200	Contribution to Non-Co Agency		$32,000
March Field Air Museum P.O. Box 6463 March ARB, CA 92518	$25,000	Greater Riverside Hispanic Chamber P.O. Box 5872 Riverside, CA 92517	$1,000
Cabazon Community Center 50390 Carmen Avenue Cabazon CA. 92230	$5,000	Community Council of Romoland P.O. Box 1645 Romoland, CA 92585-1645	$1,000

BACKGROUND:

The March Field Air Museum is expanding their educational component to include classrooms and interactive exhibits. The Greater Riverside Hispanic Chamber of Commerce is holding their 30th Anniversary Celebration Dinner and these funds provide sponsorship. The Cabazon Community Center is holding their annual holiday event which provides food, toys and decorations for 1,000 attendees. The Community Council of Romoland provides programs, services and support to the local community. I urge the Board to support these uses of Community Improvement Designation funds.

Marion Ashley, 5TH District Supervisor

Prev.Agn.ref. **Dist. 5** **AGENDA NO.** 3.33

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

FROM: Supervisor Marion Ashley

SUBMITTAL DATE:
October 27, 2009

SUBJECT: FIFTH DISTRICT USE OF COMMUNITY IMPROVEMENT DESIGNATION FUNDS

RECOMMENDED MOTION: That the Board of Supervisors:

1) Approve the use of Community Improvement Designation Funds to fund the administrative costs associated with the Riverside County Water Task Force in FY 08/09;
2) Approve and direct the auditor controller to make the following budget adjustments;

Decrease Board Designation		
10000-1000100000-320135	Community Improvement	$5,000
Increase Appropriations:		
10000-1000400000-527780	Special Program Expense	$5,000
Increase Appropriations:		
10000-3120100000-510040	Regular Salaries	$5,000
Increase Appropriations:		
10000-3120100000-573400	Intra-Salary/Benefit Reimbursement	$5,000

Departmental Concurrence

BACKGROUND:
The Riverside County Water Task Force is a pro-active, regional forum for the County, water agencies, and other stakeholders to discuss key water-related issues and develop regional solutions. I believe the Water Task Force is an essential vehicle to coordinate our on-going outreach efforts to encourage water conservation, establish retrofitting programs and guide our regional response(s) to key state issues. I encourage the Board to approve this use of Community Improvement Designation Funds.

Marion Ashley
5th District Supervisor

REQUIRES 4/5th's VOTE

2009 OCT 23 PM 2:03

5th Dist.

AGENDA NO. 3.34

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

828

FROM: Executive Office

SUBMITTAL DATE:
November 4, 2009

SUBJECT: Discharge of Accountability

RECOMMENDED MOTION: That the Board of Supervisors approve the Discharge of Accountability proposed by the Superior Court of California, County of Riverside.

BACKGROUND: The Superior Court collects fines and fees on behalf of the County of Riverside. Each month the court then sends collections to the Auditor-Controller for distribution. In some cases collecting the fees is a daunting task. The court's Special Collections Unit has access to a variety of information sources and can determine an individual's ability to pay as well as the amount that can be paid if monthly payments are appropriate. There are times however when it is virtually impossible to collect the fines and/or fees ordered. Government Code §25257 provides the Board with the ability to discharge the court's accountability to collect a fee or penalty if the amount to be collected is too small to justify the cost of collection, the likelihood of collection

continued

Elizabeth J. Olson, Sr. Management Analyst

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

County Executive Office Signature

BY: Gary M. Christmas

Departmental Concurrence

☐ Consent ☒ Policy

☐ Consent ☒ Policy

Dep't Recomm.:

Per Exec. Ofc.:

Prev. Agn. Ref.: | **District:** all | **Agenda Number:** 3.35

Background continued

doesn't warrant the expense involved, or the amount thereof has lawfully been adjusted or compromised. The code then outlines the procedures for the discharge of accountability. The Superior Court has requested that the Board of Supervisors approve the policy the court has developed for instances when fine and fee accountability will be discharged.

The court is committed to collecting ordered fines and established fees. Toward this end and prior to discharging accountability individual debts will also be submitted to a collection process utilizing information from departments within state government including the Franchise Tax Board and the Department of Motor Vehicles. In addition to collection efforts by the court and state agencies the court also uses, an external collections agency, information from state or local licensing boards, and credit reporting agencies. The court will continue to aggressively recover all fines and fees levied against those convicted.

The Superior Court and the Executive Office have prepared an Administrative Policy Memorandum outlining the policy for determining that a fine/fee/penalty cannot be collected and establishing an annual accounting and reporting process so that the Board will have a clear picture of any uncollectable funds. The policy follows as Exhibit A.

Exhibit A Superior Court of California County of Riverside		
Administrative Policy Memorandum Financial Services - #A.10.29	**Date Issued:** February 11, 2009 Supercedes APM dated July 3, 2008	**Page:** 1 of 4
Reference: Government Code §§ 25257-25259.5; Penal Code § 1463.010 (c)		
Subject: Discharge of Accountability	**Approved by:** */s/* Sherri R. Carter, Court Executive Officer	

1.0 Purpose

To establish procedures for requesting amounts to be discharged based on the authority of Government Code §§ 25257-25259.5.

NOTE: Discharge from accountability does not constitute a release of any person from liability for payment of any amount due.

2.0 Background

Delinquencies will be diligently pursued by the court's Enhanced Collections Division (ECD) through many methods, including but not limited to license holds and civil judgments, collaborative collection efforts with the State's Franchise Tax Board by offsetting tax refunds and lottery winnings, the State's Court Ordered Debt Collections Unit that pursues delinquent court orders after ECD has attempted to collect, and/or a private collection agency.

Enhanced collections division staff will review cases throughout their daily workload and refer potential discharge cases to the appropriate desk for review. Quarterly reports will be generated that identify cases that have no collection activity and may qualify for discharge.

Using the criteria set forth by statute, all reasonable internal and external efforts must be exhausted before an amount can be considered for discharge.

3.0 Policy

A fine or fee balance can only qualify for discharge when one or more of the following is true:

3.1 The balance is too small to justify the cost of collection (GC § 25257). For purposes of this policy, cases with a balance of $10.00 or less are considered too small to justify the cost of collection.

3.2 The likelihood of collection does not warrant the expense involved (GC § 25257).

3.3 The amount has been otherwise lawfully compromised or adjusted (GC § 25257).

3.4 Insufficient data exists to locate the debtor.

3.5 At least five years have elapsed from the due date or conviction date.

3.6 The debtor is deceased and the court is unable to locate assets.

3.7 The following reasonable collection efforts have been performed:

- 3.7.1 Letters requesting payment, in accordance with collection standards.
- 3.7.2 Attempts at legal action, such as bank and wage attachments, when employment and assets are known.
- 3.7.3 Making inquiries to credit bureaus on delinquent accounts.
- 3.7.4 Filing of abstracts against current and future acquisition of real property.
- 3.7.5 Return of accounts to the court for issuance of warrants, as needed.
- 3.7.6 Requests for violation of probation hearings, as needed.
- 3.7.7 The fine or fee has been referred to an external collection agency and their collection efforts have been unsuccessful.

4.0 Prior to Discharging

Prior to the discharge of accountability, in most instances debts should be submitted to any entities performing enhanced collection processes for the time frames contractually agreed to, as applicable. These agencies may include, but are not limited to, the following:

4.1 Franchise Tax Board intercept and collection programs.

4.2 External collection agency.

4.3 State or local licensing boards.

4.4 Department of Motor Vehicles.

4.5 Credit reporting agencies.

5.0 Annual Submission

Debts meeting all requirements for discharge of accountability must be submitted at least annually to the Riverside County Board of Supervisors for final approval (GC § 25257).

6.0 Application

An application for a discharge from accountability must comply with all of the requirements of Government Code § 25258.

7.0 Discharge Cases - Categorization

Under existing law, courts and counties are required to maintain the collection program that was in place on January 1, 1996, and Judicial Council guidelines provide that each court and county must establish a committee to coordinate enhanced collections and compliance. The Enhanced Collections and Compliance Coordination Committee (ECCCC) fulfills this mandate and is comprised of the following members: court enhanced collections manager, court financial officer, and assigned principal management analyst with the County Executive Office.

Cases to be discharged must be categorized into one of the following standard groups:

7.1 Unable to locate debtor and/or assets.

7.2 Debtor is deceased and the court is unable to locate assets.

7.3 Debtor without ability to pay.

7.4 At least five years have elapsed from the due date or conviction date.

7.5 Cases with balances of $10.00 or less where the cost of collection would exceed the amount collected.

7.6 Settlement.

7.7 Incarcerated in prison.

NOTE: Incarceration in a local jail does not qualify a case for discharge.

7.8 Assets that cannot be substantiated or are legally without merit.

8.0 Approval

Cases to be discharged shall be processed as outlined in the procedure below and in accordance with Government Code §§ 25257 – 25259.5.

8.1 Discharge disclosure must comply with all statutes relating to disclosure.

9.0 Record Retention

Dockets and other documentation concerning debt shall not be destroyed under any record retention policy until such time as authorized by statute.

10.0 Discharging Fees/Fines

After careful review of cases meeting the criteria set forth above, ECD supervisors may discharge fines/fees. The ECD manager may implement informal review procedures to approve the discharge of fines/fees as recommended by ECD supervisors, at his/her discretion.

10.1 The ECD manager may require the following documentation from ECD supervisors prior to discharge, at his/her discretion:

10.1.1 Documentation to support the original balance.
10.1.2 Account history.
10.1.3 The amount recommended for discharge.
10.1.4 Documentation of collection attempts.

11.0 Reporting

At the end of each fiscal year the CUBS Technician shall print a report that totals the amounts discharged. The report shall be forwarded to the Court Executive Officer and Court Financial Officer. This report will be distributed to the County Executive Office for informational purposes.

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

952

FROM: Executive Office

SUBMITTAL DATE:
November 12, 2009

SUBJECT: FY 2009-10 Teeter Notes

RECOMMENDED MOTION: That the Board approve Resolution 2009-310 supplementing its Master Teeter Resolution, and providing for the terms and conditions of additional series B Teeter Plan obligations and Series C Teeter Plan obligations

BACKGROUND: Approval of Resolution No. 2009-310 provides for the financing of the FY 2009-10 Teeter Obligations, estimated at $257.7 million, utilizing the existing Commercial Paper (CP) Offering Program. This amount includes $163 million in FY 08-09 delinquencies and the refunding of approximately $94.7 million of prior years' property taxes that are still delinquent.

The current Bank of Nova Scotia Letter of Credit (LOC) for the Teeter Program CP has a total capacity to fund approximately $186 million of delinquencies. The FY 09-10 Teeter Program exceeds the LOC amount by approximately $85.5 million. It is being recommended that the $85.5 million be sold as Series C Notes on the open market with no enhancements, assuming the notes receive favorable ratings, otherwise it is anticipated that the Treasurers Pooled Investment Fund would purchase the notes as it did last year.

Jerry Norris
Principal Management Analyst

FINANCIAL DATA	**Current F.Y. Total Cost:**	$ 6,692,500	**In Current Year Budget:**	Yes
	Current F.Y. Net County Cost:	$ N/A	**Budget Adjustment:**	No
	Annual Net County Cost:	$ N/A	**For Fiscal Year:**	09-10

SOURCE OF FUNDS: Teeter Tax Loss Reserve Fund

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION: APPROVE

County Executive Office Signature BY: Dean Deines

FORM APPROVED COUNTY COUNSEL
BY: DALE A. GARDNER DATE 11/17/09

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD

Dep't Recomm.: ☐ Consent ☒ Policy

Per Exec. Ofc.: ☐ Consent ☒ Policy

Prev. Agn. Ref.: | **District:** | **Agenda Number:** 3.36

RESOLUTION NO. 2009-310

OF

THE COUNTY OF RIVERSIDE

SUPPLEMENTING ITS MASTER TEETER RESOLUTION, AND PROVIDING FOR THE TERMS AND CONDITIONS OF ADDITIONAL SERIES B TEETER PLAN OBLIGATIONS AND SERIES C TEETER PLAN OBLIGATIONS

ADOPTED ON NOVEMBER 24, 2009

FORM APPROVED COUNTY COUNSEL
BY _____ 11/17/09
DALE A. GARDNER DATE

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EXHIBIT B FORM OF SERIES C INDEX NOTE B-1

EXHIBIT C FORM OF SERIES C POOL RATE NOTE C-1

RESOLUTION NO. 2009-310

RESOLUTION OF THE COUNTY OF RIVERSIDE SUPPLEMENTING ITS MASTER TEETER RESOLUTION, AND PROVIDING FOR THE TERMS AND CONDITIONS OF ADDITIONAL SERIES B TEETER PLAN OBLIGATIONS AND SERIES C TEETER PLAN OBLIGATIONS

WHEREAS, the Board of Supervisors (the "Board") of the County of Riverside (the "County") has adopted a resolution pursuant to Section 4702 of the California Revenue and Taxation Code, and has thereby elected to follow the procedure for distributing Property Tax levies set forth in Chapter 3 of Part 8 of Division 1 of the California Revenue and Taxation Code, consisting of Sections 4701 through 4717 (the "Law"); and

WHEREAS, the Board elected, pursuant to Section 4702.5 of the Law, to include certain assessments in the procedures authorized under the Law; and

WHEREAS, pursuant to Section 4705 of the Law, for each year in which allocations of taxes and assessments are to be made in accordance with the Law, the amount of taxes and assessments for each fund for which the tax levy has been included is to be apportioned to the credit of each such fund, and the Board shall provide moneys in the County Treasury which shall be available to be drawn on to the extent of the amount of uncollected taxes and assessments credited to each such fund for which a tax levy or an assessment has been included; and

WHEREAS, on July 29, 1997, pursuant to Resolution No. 97-203, as ratified, confirmed and modified by Resolution No. 97-298 adopted on November 4, 1997 (together, the "Master Teeter Resolution") the Board authorized an issuance of Series A Obligations and Series B Obligations in the form of Series A Notes and Series B Notes, respectively; and

WHEREAS, the Master Teeter Resolution contemplated that Series A Obligations and Series B Obligations could be increased to include an amount sufficient to refund any Demand Obligation relating to any fiscal year ending after June 30, 1997, as specified in a Supplemental Resolution; and

WHEREAS, pursuant to Resolution No. 98-283, adopted on August 18, 1998, the Board authorized Series A Obligations and Series B Obligations to refund a Demand Obligation relating to the fiscal year ended June 30, 1998; and

WHEREAS, pursuant to Resolution No. 99-385, adopted on September 7, 1999, the Board authorized Series A Obligations and Series B Obligations to refund a Demand Obligation relating to the fiscal year ended June 30, 1999; and

WHEREAS, pursuant to Resolution No. 2000-277, adopted September 26, 2000, the Board authorized Series B Obligations to refund a Demand Obligation relating to the fiscal year ended June 30, 2000; and

FORM APPROVED COUNTY COUNSEL
BY [signature] 11/19/09
DALE A. GARDNER DATE

WHEREAS, pursuant to Resolution No. 2001-290, adopted September 11, 2001, the Board authorized Series B Obligations to refund a Demand Obligation relating to the fiscal year ended June 30, 2001; and

WHEREAS, pursuant to Resolution No. 2002-363, adopted October 8, 2002, the Board authorized Series B Obligations to refund a Demand Obligation relating to the fiscal year ended June 30, 2002; and

WHEREAS, pursuant to Resolution No. 2003-495, adopted October 21, 2003, the Board authorized Series B Obligations to refund a Demand Obligation relating to the fiscal year ended June 30, 2003; and

WHEREAS, pursuant to Resolution No. 2004-496, adopted October 26, 2004, the Board authorized Series B Obligations to refund a Demand Obligation relating to the fiscal year ended June 30, 2004; and

WHEREAS, pursuant to Resolution No. 2005-493, adopted November 29, 2005, the Board authorized Series B Obligations to refund a Demand Obligation relating to the fiscal year ending June 30, 2005 and to refund Outstanding Series B Notes; and

WHEREAS, pursuant to Resolution No. 2006-405 adopted October 17, 2006, the Board authorized Series B Obligations to refund a Demand Obligation relating to the fiscal year ending June 30, 2006 and to refund Outstanding Series B Notes; and

WHEREAS, pursuant to Resolution No. 2007-479, adopted October 30, 2007, the Board authorized Series B Obligations to refund a Demand Obligation relating to the fiscal year ending June 30, 2007 and to refund Outstanding Series B Notes; and

WHEREAS, pursuant to Resolution No. 2008-486, adopted November 18, 2008, the Board authorized Series B Obligations and Series C Obligations to refund a Demand Obligation relating to the fiscal year ending June 30, 2008 and to refund Outstanding Series B Notes; and

WHEREAS, the County wishes to include within the definition of Series B Taxes all uncollected property taxes and assessments attributable to the fiscal year ending June 30, 2009; and

WHEREAS, the County wishes to issue a Demand Obligation relating to delinquencies in property taxes and assessments attributable to the fiscal year ending June 30, 2009 and to issue Series B Notes (the "Additional Series B Notes"), the proceeds of which are to be used to refund the Demand Obligation and to refund Outstanding Series B Notes and Prior Series C Notes; and

WHEREAS, the County wishes to confirm that the security interest and pledge granted in favor of Holders of Series B Notes and the Bank pursuant to Section 302 of the Master Teeter Resolution extends to such Series B Taxes and secures the Additional Series B Notes;

WHEREAS, the County wishes to issue additional Series C Notes (the "Series C Notes"), payable solely from the General Fund, the proceeds of which are to be used to refund Outstanding Series C Notes; and

WHEREAS, Citigroup Global Markets Inc. and Barclays Capital Inc. (the "Underwriters") have agreed to submit an offer to purchase the Series C Notes pursuant to the terms and provisions of a purchase contract, which shall be substantially in the form of the contract of purchase presented to this meeting (the "Purchase Contract"); and

WHEREAS, a preliminary official statement (the "Preliminary Official Statement") describing the Series C Notes will be distributed to potential purchasers of the Notes; and

WHEREAS, this Board has been presented with the form of the Purchase Contract, Preliminary Official Statement and Continuing Disclosure Certificate, hereinafter referred to, relating to the Series C Notes, and the Board has examined and desires to approve, authorize and direct the execution of such documents and the issuance of the Series C Notes; and

NOW, THEREFORE, IT IS RESOLVED and ordered by the Board as follows:

ARTICLE I

AUTHORITY FOR SUPPLEMENTAL RESOLUTIONS; DEFINITIONS

1.01 Authority For This Resolution. This resolution supplements and amends the Master Teeter Resolution and is entered into pursuant to Article VII of the Master Teeter Resolution.

1.02 Definitions.

(a) Except as otherwise provided herein all terms defined in the Master Teeter Resolution shall have the same meanings when used in this Supplemental Resolution as are given in Section 101 of the Master Teeter Resolution, except for the following terms which shall read as follows:

"**Authorized Denomination**" means (i) for any Index Note, $25,000, or any multiple thereof, (ii) for any Fixed Rate Note, $5,000 or any multiple thereof, and (iii) for any Pool Rate Note, $100,000 and integral multiples of $1,000 in excess thereof.

"**Authorized Representatives**" means, for purposes of this Supplemental Resolution, the Treasurer and the County Executive Officer and their designees.

"**Business Day**" means any day other than a Saturday, a Sunday, a State of California holiday or any other day on which banks located in California or New York are authorized or required by executive order or law to remain closed, or on which the New York Stock Exchange is closed.

"**Date of Delivery**" means the first date from which a Series C Note bears interest, which shall be the date of its initial issuance and delivery.

"**Fixed Rate Note**" means a Series C Note bearing a fixed rate of interest from and after its Date of Delivery until its Maturity Date.

"**Index Note**" means a Series C Note bearing interest at the SIFMA Index Note Rate or the LIBOR Index Note Rate until its Maturity Date or, if earlier, its Redemption Date, if any.

"**Index Note Calculation Period**" for any Index Note means the period from and including each Interest Payment Date for the Index Note to but excluding the next succeeding Interest Payment Date for the Index Note; provided that the first Index Note Calculation Period shall mean the period from and including the first Thursday after the Date of Delivery for the Index Note (or from the Date of Delivery, if it is a Thursday) to but excluding the first Interest Payment Date.

"**Index Note Reset Date**" means each Thursday (whether or not such day is a Business Day), commencing on the Date of Delivery, if it is a Thursday, or the first Thursday after the Date of Delivery.

"**Interest Payment Date**" means (i) for any Index Notes, the first Business Day of each calendar month and the applicable Maturity Date; (ii) for any Fixed Rate Notes, the applicable Maturity Date, (iii) for any Pool Rate Notes, each April 1, July 1, October 1 and January 1, commencing April 1, 2010 and (iv) the Redemption Date for any Series C Notes.

"**LIBOR Factor**" means a percentage determined by any Authorized Representative at the time of the sale of any Index Notes bearing interest at a LIBOR Index Note Rate.

"**LIBOR Index**" means the annualized interest rate for deposits denominated in U.S. Dollars for each LIBOR Index Maturity as posted by the British Bankers' Association which appears on Bloomberg as of 11:00 A.M., London time, on each Index Note Reset Date. "Bloomberg" means the display entitled "British Bankers Association LIBOR Rates" that currently appears after entering "BBAM1" into a Bloomberg terminal (or such other page as may replace the page "British Bankers Association LIBOR Rates" for the purpose of displaying London interbank offered rates of major banks on that service or such other service or services as may be nominated by the British Bankers' Association for the purpose of displaying London interbank offered rates for U.S. Dollar deposits). If the LIBOR Index as described above is not available, the LIBOR Index means the rate for deposits in U.S. Dollars for each LIBOR Index Maturity which appears on Bloomberg as of 11:00 a.m., London time, on the Business Day next preceding the Index Note Reset Date. The LIBOR Index as so determined shall be effective for each one-week period from the Index Note Reset Date until the next Wednesday.

"**LIBOR Index Maturity**" means a period of one week, two weeks, one month or any multiple of one month as designated by any Authorized Representative at the time of the sale of Index Notes bearing a LIBOR Index Note Rate.

"**LIBOR Index Note Rate**" means a per annum rate equal to the LIBOR Index Rate multiplied by the LIBOR Factor applied on the basis of the actual number of days in the Index Note Calculation Period divided by 365, all as calculated by any Authorized Representative from time to time.

"**LIBOR Index Rate**" means, in respect of the Index Note Calculation Period, a per annum rate equal to the weighted arithmetic average of the LIBOR Index in effect for each day in the Index Note Calculation Period, calculated by multiplying each such LIBOR Index by the number of days such LIBOR Index is in effect, determining the sum of such products and dividing such sum by the number of days in the Index Note Calculation Period.

"**London Banking Day**" means any day on which dealings in deposits in U.S. Dollars are transacted in the London interbank market.

"**Maturity Date**" means the final maturity date for the Series C Notes as determined by any Authorized Representative, but in no case later than December 15, 2010.

"**Pool Rate Note**" means a Series C Note held by the County Treasury Pool.

"**Pool Rate Note Purchaser**" means the Treasurer on behalf of the County Treasury Pool.

"**Prior Series C Notes**" means the notes issued pursuant to Article V of Resolution No. 2008-486, adopted on November 18, 2008.

"**Record Date**" means (i) with respect to Fixed Rate Notes, the close of business on the 15th day prior to the Interest Payment Date, and (ii) with respect to Index Notes, the close of business on the Business Day prior to the Interest Payment Date.

"**Redemption Date**" means the date fixed for redemption of any Series C Note as determined by any Authorized Representative pursuant to Section 5.02(e) hereof.

"**Series B Letter of Credit**" means the letter of credit issued by The Bank of Nova Scotia, acting through its New York Agency, pursuant to the Reimbursement Agreement with the County, dated as of November 1, 2007.

"**Series B Taxes**" means (i) the right to collect any uncollected property taxes due to the County and the other Revenue Districts for the fiscal years ended June 30, 1994, 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008 and 2009 and such other fiscal years, if any, as may be specified in a Supplemental Resolution, (ii) all amounts received by the County upon the sale of property to recover such property taxes or assessments, and (iii) all amounts received by the County upon the redemption of properties for sale or previously sold to recover such property taxes or assessments, in each case to which the County is entitled, including as a consequence of electing to being governed by the Law, and in each case following the allocation by the County of the receipts of property taxes and assessments between the Revenue Districts and those public districts within the County which have not agreed that the Law shall apply to them; provided, however, that Series B Taxes shall not include (i) the right to collect delinquencies in property taxes due to an Independent District for all fiscal

years prior to the fiscal year in which the respective Independent District agreed (pursuant to Section 4715 of the Law) that the Law shall apply to it, (ii) Default Penalties, (iii) interest or Redemption Penalties, (iv) costs and fees paid pursuant to Section 4102(d) and 4112 of the Taxation Code and (v) installment payments made pursuant to Section 4217 et. seq. of the Taxation Code with respect to properties otherwise subject to Series A/B Taxes. Series B Taxes shall not include Series A Taxes or Other Taxes.

"**Series C Notes**" means the notes issued pursuant to Article V of this Supplemental Resolution.

"**SIFMA Index**" means (i) the Securities Industry and Financial Markets Association Municipal Swap Index, produced by Municipal Market Data, as available on each Wednesday prior to each Index Note Reset Date; (ii) if the Securities Industry and Financial Markets Municipal Swap Index is not available on the Wednesday prior to any Index Note Reset Date, the Standard & Poor's J.J. Kenny Weekly High Grade Index (Index #1) as available on the Wednesday prior to that Index Note Reset Date, provided, that with respect to clauses (i) and (ii), if any Wednesday is not a Business Day, the SIFMA Index shall be determined on the next succeeding Business Day; and (iii) if neither of the indexes described in clauses (i) and (ii) is available for any week, the SIFMA Index will be the SIFMA Index determined pursuant to clause (i) or (ii) above for the next preceding Index Note Reset Date. The SIFMA Index as so determined shall be effective for each one-week period from the Index Note Reset Date until the next Wednesday.

"**SIFMA Index Note Rate**" means a per annum rate equal to the SIFMA Index Rate plus or minus the SIFMA Margin applied on the basis of the actual number of days in the Index Note Calculation Period divided by 365, all as calculated by any Authorized Representative from time to time.

"**SIFMA Index Rate**" means, in respect of the Index Note Calculation Period, a per annum rate equal to the weighted arithmetic average of the SIFMA Index in effect for each day in the Index Note Calculation Period, calculated by multiplying each such SIFMA Index by the number of days such SIFMA Index is in effect, determining the sum of such products and dividing such sum by the number of days in the Index Note Calculation Period.

"**SIFMA Margin**" means the number of basis points (which may be zero) determined by any Authorized Representative at the time of sale of Index Notes bearing interest at a SIFMA Index Note Rate, which will be added to or subtracted from the SIFMA Index in calculating the SIFMA Index Note Rate.

ARTICLE II

AUTHORIZATION OF DEMAND OBLIGATION

2.01 Authorization of Demand Obligation. The County shall evidence its obligation to make distributions to Revenue Districts pursuant to the Law in respect of property taxes and assessments attributable to the fiscal year ending June 30, 2009, through the issuance of a Demand Obligation in the principal amount of such distributions. In all respects, the terms

and conditions of issuance of such Demand Obligation shall be governed by Article II of the Master Teeter Resolution to the extent the same relates to the Series B Obligations.

ARTICLE III

EXTENSION OF SERIES B TEETER OBLIGATION PLEDGE

3.01 Pledge of Series B Taxes. All Series B Taxes as defined in this Supplemental Resolution shall be governed by the provisions of Section 302 of the Master Teeter Resolution, the security interest and pledge created pursuant to said Section 302 shall hereby extend to Series B Taxes as defined in this Supplemental Resolution, and such security interest and pledge shall hereby extend in favor of Holders of (a) the Demand Obligation referred to in Section 2.01 hereof and issued hereunder, (b) Series B Notes authorized and issued hereunder, and (c) any Credit Provider Obligations relating to Obligations referred to in clauses (a) and (b) above, in all cases on a parity with each other and with the security interest and pledge in favor of Holders of other Series B Obligations. The foregoing pledge shall not apply to the Holders of Series C Notes.

ARTICLE IV

AUTHORIZATION AND ISSUANCE OF ADDITIONAL SERIES B NOTES

4.01 Authorization of Additional Series B Notes. The Board hereby determines that the County shall issue, as Series B Obligations, Additional Series B Notes, provided that the aggregate principal amount (as described in Section 203(1)(a) of the Master Teeter Resolution) of Series B Notes to be issued hereunder and outstanding shall not exceed an aggregate principal amount of $186,000,000, and the proceeds shall be applied to the refunding, in whole or in part, of the Demand Obligation and Outstanding Series B Notes and Prior Series C Notes. The Additional Series B Notes shall be issued in accordance with, and subject to the conditions and limitations for Additional Series B Notes set forth in, the Master Teeter Resolution. The Series B Notes, including the Additional Series B Notes, shall be secured by the Series B Letter of Credit. The Additional Series B Notes shall be Tax-Exempt Notes, and any additional terms and provisions of the Series B Notes shall be set forth in a written certificate of any Authorized Representative.

4.02 Dealers. The Authorized Representatives are, and each of them acting alone is, authorized to negotiate with Citigroup Global Markets Inc. and Barclays Capital Inc. (the "Dealers") with respect to the Additional Series B Notes and to amend the existing Dealer Agreement with each Dealer to cover the Additional Series B Notes.

ARTICLE V

AUTHORIZATION AND ISSUANCE OF ADDITIONAL SERIES C NOTES

5.01 Authorization and Issuance of Teeter Obligation Notes, Series C; Application of Proceeds. **(a)** The Board of Supervisors hereby determines that the County shall issue additional Series C Notes in an aggregate principal amount of not to exceed $86,000,000.

(b) Pursuant to the Master Teeter Resolution, the proceeds of the sale of the Series C Notes shall be applied to pay Initial Costs of Issuance of the Series C Notes and to refund Outstanding Prior Series C Notes.

5.02 Description of Series C Notes.

(a) **General Terms of the Series C Notes**. Each Series C Note shall be dated its Date of Delivery, which shall be determined by any Authorized Representative at the time of sale of the Series C Notes. Series C Notes shall mature on the Maturity Date as shall be determined by any Authorized Representative at the time of sale of the Series C Notes. Series C Notes shall be issued in Authorized Denominations. The Series C Notes shall be issued in fully registered form, without coupons, numbered from one upwards in consecutive numerical order.

Interest on Series C Notes (other than Pool Rate Notes) shall be paid in arrears on each Interest Payment Date for such Series C Note to the Owner thereof on the Record Date for such Series C Note, such interest to be paid by the Fiscal Agent by wire transfer on such Interest Payment Date. Principal of the Series C Notes (other than Pool Rate Notes) shall be payable in lawful money of the United States of America, upon presentation and surrender of the Series C Notes, at the principal office of the Fiscal Agent. All payments of principal or interest shall be made by the Fiscal Agent in immediately available funds.

The principal of the Pool Rate Notes shall be payable in lawful money of the United States of America, on the Maturity Date or date of prior redemption, upon surrender of the Pool Rate Notes at the office of the Treasurer. The interest on the Pool Rate Notes shall be payable to the Pool Rate Note Purchaser on each Interest Payment Date and on the Maturity Date or date of prior redemption.

The Series C Notes shall not include the right of holder thereof to "put" any Series C Note to the County.

(b) **Interest on Fixed Rate Notes**. The Fixed Rate Notes shall bear interest at the rate determined by any Authorized Representative at the time of sale of the Fixed Rate Notes. Interest on the Fixed Rate Notes shall be computed on the basis of a 365-day year and actual days elapsed.

(c) **Interest on Index Notes**. **(i)** The Index Notes shall bear interest (A) if applicable, from the Date of Delivery through the day before the first Index Note Reset Date, at a fixed rate of interest determined by any Authorized Representative at the time of the sale of the Index Notes, and (B) from and after the first Index Note Reset Date, at the SIFMA Index Note Rate or the LIBOR Index Note Rate as specified by any Authorized Representative at the time of

sale of the Series C Notes. The LIBOR Index Note Rate for any Series C Notes shall be calculated using a LIBOR Factor and a LIBOR Index Maturity, as determined by any Authorized Representative at the time of sale of the Series C Notes. The SIFMA Index Note Rate shall be calculated using a SIFMA Margin, as determined by any Authorized Representative at the time of the sale of the Series C Notes.

(ii) The SIFMA Index Note Rate for each Index Note Calculation Period shall be determined by applying the SIFMA Index, as determined for each day during the Index Note Calculation Period, to determine the SIFMA Index Rate, and then applying the applicable SIFMA Margin to obtain the SIFMA Index Note Rate for such Index Note Calculation Period. Such rate will be multiplied against the face amount of Series C Notes to determine the interest payable on the Interest Payment Date following such Index Note Calculation Period.

(iii) The LIBOR Index Note Rate for each Index Note Calculation Period shall be determined by applying the LIBOR Index, as determined for each day during the Index Note Calculation Period, to determine the LIBOR Index Rate, and then applying the LIBOR Factor for such Series C Notes to obtain the LIBOR Index Note Rate for such Series C Notes for such Index Note Calculation Period. Such rate will be multiplied against the face amount of such Series C Notes to determine the interest payable on the Interest Payment Date following such Index Note Calculation Period.

(iv) Notwithstanding clauses (ii) and (iii) above, the interest payable on the first Interest Payment Date for Index Notes shall be calculated as follows: The interest rate for each Index Notes applicable for the period from the Date of Delivery through the day before the first Index Note Reset Date shall be multiplied by the number of days such rate is in effect, and divided by 365, and multiplied against the face amount of such Series C Notes, and this sum shall be added to the interest calculated pursuant to clause (ii) or (iii), respectively, for the balance of the period through the day before the first Interest Payment Date.

(v) All percentages resulting from any step in the calculation of interest on Index Notes will be rounded, if necessary, to the nearest ten-thousandth of a percentage point (i.e., to five decimal places) with five hundred thousandths of a percentage point rounded upward, and all dollar amounts used in or resulting from such calculation of interest on Index Notes will be rounded to the nearest cent (with one-half cent being rounded upward). (For example, a rate of 3.476285% will be rounded to 3.47629%.)

(vi) The interest rate on the Index Notes shall not exceed the Maximum Rate.

(d) **Interest on Notes sold to County Treasury Pool**. Interest payable on Pool Rate Notes shall be calculated on the basis of a 365/366-day year and actual days elapsed. The Pool Rate Notes shall bear interest at a rate per annum on the Outstanding principal amount determined by the Treasurer on the first Business Day of each month and shall equal the average rate of return on amounts in the County Treasury Pool for the preceding month plus 25 basis points. The determination of the interest rate by the Treasurer shall be conclusive and binding on the Holder of the Pool Rate Notes. The interest rate on the Pool Rate Note shall not exceed the Maximum Rate.

(e) Redemption of Series C Notes. To the extent specified by any Authorized Representative at the time of sale, Series C Notes shall be subject to redemption at the option of the County, in whole or in part, prior to their Maturity Date. The redemption price will be equal to the principal amount of the Series C Notes to be redeemed, without premium, plus accrued interest through (but not including) the date fixed for redemption.

Notice of redemption of any Series C Notes (other than Pool Rate Notes) shall be given by the County or the Fiscal Agent by mail, at least 15 days but not more than 60 days prior to the Redemption Date, to DTC and at least one national information service. The notice shall identify the Series C Notes to be redeemed, specify the Redemption Date, and state that on the Redemption Date, the principal amount thereof and accrued interest will become due and payable at the principal office of the Fiscal Agent. The notice shall also state that on and after the Redemption Date, no further interest will accrue on the principal of any Series C Note called for redemption.

The Treasurer, as fiscal agent, shall provide notice of any redemption of the Pool Rate Notes to the Pool Rate Note Purchaser at least 10 but not more than 30 days prior to the date fixed for redemption; provided that neither failure to receive any such notice so mailed nor any defect therein shall affect the validity of the proceedings for the redemption of such Pool Rate Notes or the cessation of the accrual of interest thereon.

5.03 Sale of Series C Notes. (a) Any Authorized Representative is hereby authorized and directed, on behalf of the County, to sell the Series C Notes at one time or from time to time. The sale of the Series C Notes may be pursuant to a public offering of the Series C Notes or a private placement of the Series C Notes, including but not limited to a private placement of Pool Rate Notes with the County Treasury Pool.

(b) Any Authorized Representative shall determine the following at the time of any sale of the Series C Notes: (i) whether the Series C Notes are Fixed Rate Notes, Index Notes or Pool Rate Notes; (ii) the principal amount of Series C Notes; (iii) the Date of Delivery; (iv) the Maturity Date of the Series C Notes; (v) the interest rate on Fixed Rate Notes, which shall not exceed a true interest cost of 2%; (vi) the interest rate, if applicable, on Index Notes from the Date of Delivery through the day before the first Index Note Reset Date; and (vii) the Redemption Dates, if any, of Series C Notes.

(c) In the event of a public offering of Series C Notes, the Purchase Contract, in substantially the form presented to this meeting, is hereby approved. The Authorized Representatives are, and each of them acting alone is, authorized to execute and deliver such Purchase Contract, with such changes, additions, completions and corrections therein as such officers shall require or approve, such approval to be conclusively evidenced by the execution and delivery thereof; provided, however, that the underwriters' discount on the Series C Notes shall not exceed 0.3% of the principal amount of the Series C Notes.

5.04 Payment of Principal of and Interest on the Series C Notes from General Fund. The principal of and interest on the Series C Notes shall be payable from amounts in the General Fund. Notwithstanding any other provision of the Master Teeter Resolution (including but not limited to Article XIII thereof) and this Supplemental Resolution,

the Series C Notes shall not be payable from, and shall not be secured by, Series B Taxes, the Series B Letter of Credit or Other Taxes, but shall be payable solely from other amounts in the General Fund.

5.05 Form of Series C Note. The Series C Notes and the assignment to appear thereon each shall be in substantially the forms set forth in Exhibits A, B or C attached hereto and incorporated herein, with appropriate or necessary insertions, omissions and variations as permitted or required hereby.

5.06 Execution and Authentication of Series C Notes. The County Executive Officer is hereby authorized to sign the Series C Notes by use of his manual or facsimile signature, and the Clerk of the Board of Supervisors is hereby authorized to countersign the Series C Notes by use of his/her manual signature and to affix the seal of the Board of Supervisors thereto by facsimile impression thereon. Said officers are hereby authorized to cause the blank spaces in the Notes to be filled in as may be appropriate and, if the Series C Notes are publicly offered, to deliver the Series C Notes to the Underwriters in accordance with the terms and provisions of the Purchase Contract. In the case of Series C Notes executed by facsimile signature of both the County Executive Officer and the Clerk of the Board of Supervisors, the Series C Notes shall not be valid unless and until the Fiscal Agent or his or her designee shall have manually authenticated such Notes.

In case any officer whose signature appears on the Series C Notes shall cease to be such officer before the delivery of the Series C Notes to the purchaser thereof, such signature shall nevertheless be valid and sufficient for all purposes as if such officer had remained in office until such delivery of the Notes.

5.07 Registration, Exchange and Transfer. In the event any Authorized Representative determines to deposit the Series C Notes with DTC, the following provisions shall apply:

(a) The Depository Trust Company, New York, New York, is hereby appointed depository for the Series C Notes. The Series C Notes shall be initially issued and registered in the name of "Cede & Co.," as nominee of The Depository Trust Company, New York, New York and shall be evidenced by a single Note. Registered ownership of each Series C Note, or any portion thereof, may not thereafter be transferred except as set forth in Section 5.08(b).

(b) The Series C Notes shall be initially issued and registered as provided in Section 5.07(a) hereof. Registered ownership of the Series C Notes, or any portions 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 of any substitute depository designated pursuant to clause (ii) of this subsection (b) ("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 service proposed to be provided by it;

(ii) to any Substitute Depository not objected to by the County Executive Officer, 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 County Executive Officer to substitute another depository for The Depository Trust Company (or its successor) because The Depository Trust Company (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 any Substitute Depository or its successor) from its functions as depository, or (2) a determination by the County Executive Officer to discontinue using a depository.

(c) In the case of any transfer pursuant to clause (i) or clause (ii) of subsection (b) of this Section 5.07, upon receipt of all outstanding Series C Notes by the Fiscal Agent (together, in the case of a successor fiscal agent appointed by the County pursuant to Section 5.08 hereof, with a written request of the County Executive Officer to such successor fiscal agent designating the Substitute Depository), a single new Series C Note, which the County shall prepare or cause to be prepared, shall be executed and delivered, registered in the name of any such successor to Cede & Co. or such Substitute Depository, or their respective nominees, as the case may be, all as specified by the County Executive Officer or, in the case of a successor fiscal agent appointed by the County pursuant to Section 5.08 hereof, as specified in the written request of the County Executive Officer. In the case of any transfer pursuant to clause (iii) of subsection (b) of this Section 5.07 upon receipt of all outstanding Series C Notes by the Fiscal Agent (together, in the case of a successor fiscal agent appointed by the County pursuant to Section 5.08 hereof, with a written request of the County Executive Officer to such successor fiscal agent), new Series C Notes, which the County shall prepare or cause to be prepared, shall be executed and delivered in such denominations and registered in the names of such persons as specified by the County Executive Officer or, in the case of a successor fiscal agent appointed by the County pursuant to Section 5.08 hereof, as are requested in such written request of the County Executive Officer, subject to the limitations of Section 5.07 hereof, provided that the Fiscal Agent shall deliver such new Series C Notes as soon as practicable.

(d) The County and the Fiscal Agent shall be entitled to treat the person in whose name any Series C Note is registered as the owner thereof for all purposes of the Resolution and for purposes of payment of principal of and interest on such Series C Note, notwithstanding any notice to the contrary received by the Fiscal Agent or the County; and the County and the Fiscal Agent shall not have responsibility for transmitting payments to, communicating with, notifying, or otherwise dealing with any beneficial owners of the Series C Notes. Neither the County nor the Fiscal Agent shall have any responsibility or obligation, legal or otherwise, to any such beneficial owners or to any other party, including The Depository Trust Company or its successor (or Substitute Depository or its successor), except to the owner of any Series C Notes, and the Fiscal Agent may rely conclusively on its records as to the identity of the owners of the Series C Notes.

(e) Notwithstanding any other provision of this Resolution and so long as all outstanding Series C Notes are registered in the name of Cede & Co. or its registered assigns, the County and the Fiscal Agent shall cooperate with Cede & Co. or its registered assigns, as sole registered owner, in effecting payment of the principal of and interest on the Series C Notes by arranging for payment in such manner that funds for such payments are properly identified and are made available on the date they are due all in accordance with the Letter of Representations, the provisions of which the Fiscal Agent may rely upon to implement the foregoing procedures notwithstanding any inconsistent provisions herein.

(f) In the case of any transfer pursuant to clause (iii) of subsection (b) of this Section 5.07, any Series C Note may, in accordance with its terms, be transferred or exchanged for a Series C Note of like aggregate principal amount and series in authorized denominations, upon the books required to be kept by the Fiscal Agent pursuant to the provisions hereof, by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Series C Note for cancellation, and, in the case of a transfer, accompanied by delivery of a written instrument of transfer, duly executed and in form approved by the Fiscal Agent.

Whenever any Series C Note shall be surrendered for transfer or exchange, the County shall execute and the Fiscal Agent shall authenticate, if required, and deliver a new Series C Note or Series C Notes of the same series of authorized denominations, for a like aggregate principal amount. The Fiscal Agent shall require the owner requesting such transfer or exchange to pay any tax or other governmental charge required to be paid with respect to such transfer or exchange.

(g) The Fiscal Agent will keep or cause to be kept sufficient books for the registration and transfer of the Series C Notes, which shall at all times be open to inspection by the County. Upon presentation for such purpose, the Fiscal Agent shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on such books, Series C Notes as hereinbefore provided.

(h) If any Series C Note shall become mutilated, the County, at the expense of the owner of such Series C Note, shall execute, and the Fiscal Agent shall thereupon authenticate, if required, and deliver a new Series C Note of like Series, tenor and number in exchange and substitution for the Series C Note so mutilated, but only upon surrender to the Fiscal Agent of the Series C Note so mutilated. Every mutilated Series C Note so surrendered to the Fiscal Agent shall be cancelled by it and delivered to, or upon the order of, the County. If any Series C Note shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the County and the Fiscal Agent and, if such evidence be satisfactory to both and indemnity satisfactory to them shall be given, the County, at the expense of the owner, shall execute, and the Fiscal Agent shall thereupon authenticate, if required, and deliver a new Series C Note of like Series, tenor and number in lieu of and in substitution for the Series C Note so lost, destroyed or stolen (or if any such Series C Note shall have matured or shall be about to mature, instead of issuing a substitute Series C Note, the Fiscal Agent may pay the same without surrender thereof). The Fiscal Agent may require payment by the registered owner of a Series C Note of a sum not exceeding the actual cost of preparing each new Series C Note issued pursuant to this paragraph and of the expenses which may be incurred by the County and the Fiscal Agent.

Any Series C Note issued under these provisions in lieu of any Series C Note alleged to be lost, destroyed or stolen shall constitute an original additional contractual obligation on the part of the County whether or not the Series C Note so alleged to be lost, destroyed or stolen be at any time enforceable by anyone, and shall be entitled to the benefits of this Supplemental Resolution with all other Series C Notes issued under this Supplemental Resolution.

All Series C Notes surrendered for payment or registration of transfer, if surrendered to any person other than the Fiscal Agent, shall be delivered to the Fiscal Agent and shall be promptly cancelled by it. The County may at any time deliver to the Fiscal Agent for cancellation any Series C Notes previously authenticated and delivered hereunder which the County may have acquired in any manner whatsoever, and all Series C Notes so delivered shall promptly be cancelled by the Fiscal Agent. No Series C Note shall be authenticated in lieu of or in exchange for any Series C Notes cancelled as provided herein, except as expressly permitted hereunder. All cancelled Series C Notes held by the Fiscal Agent shall be disposed of as directed by the County.

5.08 Defeasance of Series C Notes. (a) If the County shall pay or cause to be paid or there shall otherwise be paid to the Holders of all Outstanding Series C Notes the interest and principal thereof at the times and in the manner stipulated herein and therein, then all agreements and covenants of the County to such Holders hereunder shall thereupon cease, terminate and become void and shall be discharged and satisfied.

(b) Any Outstanding Series C Notes shall, prior to the maturity date thereof, be deemed to have been paid within the meaning and with the effect expressed in this Section 5.08 if there shall have been deposited with the Fiscal Agent in trust either moneys in an amount which shall be sufficient, or Defeasance Securities which are not callable or subject to prepayment prior to their respective maturity dates, the principal of and the interest on which when due, and without any reinvestment thereof, will provide moneys which, together with the moneys, if any, deposited with or held by the Fiscal Agent at the same time, shall be sufficient (as verified by a report of an independent certified public accountant or other independent financial consultant), to pay when due the principal of and the interest to become due on said Series C Notes on the redemption date or maturity date thereof. In the event the Series C Notes are to be redeemed, the County shall have given the Fiscal Agent irrevocable instructions to mail a notice of redemption as provided herein. Neither the securities nor moneys deposited with the Fiscal Agent pursuant to this Section 5.08(b) nor principal or interest payments on any such securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal of and interest on said Series C Notes. The Fiscal Agent shall have no right, title or interest in, or lien on, any moneys or securities deposited pursuant to this Section.

(c) In the event the Series C Notes are Index Notes or Pool Rate Notes, the interest rate on the Notes shall be assumed to be the Maximum Rate.

(d) After the payment or deemed payment of all the interest and principal of all Outstanding Series C Notes as provided in this Section and payment of any amounts then owed to the Fiscal Agent, the Fiscal Agent shall pay over or deliver to the County all moneys or securities held by it pursuant hereto which are not required for the payment of the interest and

principal represented by such Series C Notes. Owners of Series C Notes shall thereafter be entitled to payments due under the Series C Notes only from amounts deposited pursuant to this Section and from no other source.

5.09 Fiscal Agent. The Bank of New York Mellon Trust Company, N.A. is hereby appointed as Fiscal Agent for the Series C Notes (other than the Pool Rate Notes). The County hereby directs and authorizes the payment by the Fiscal Agent of the interest on and principal of the Series C Notes (other than the Pool Rate Notes) when such become due and payable. The County hereby covenants to transfer from the General Fund to the Fiscal Agent sufficient moneys to pay the principal of and interest on the Series C Notes (other than the Pool Rate Notes) when due. The Fiscal Agent is also appointed as registrar and upon the request of any registered owner, is authorized to record the transfer or exchange of Series C Notes (other than the Pool Rate Notes) in accordance with the provisions hereof.

The Fiscal Agent for Pool Rate Bonds shall be the Treasurer.

5.10 Official Statement for Series C Notes. The proposed form of official statement relating to the Series C Notes, in substantially the form presented to this meeting, is hereby approved with such additions, changes and corrections as any Authorized Representative may from time to time approve. The Underwriters are hereby authorized to distribute such official statement in preliminary form (the "Preliminary Official Statement") to the potential purchasers of the Series C Notes and are hereby authorized and directed to deliver such official statement in final form to all purchasers of the Series C Notes. The Authorized Representatives are, and each of them acting alone is, authorized to certify on behalf of the County that the preliminary form of the official statement is deemed final as of its date, within the meaning of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934 (except for the omission of certain final pricing, rating and related information as permitted by said Rule). The Authorized Representatives are, and each of them acting alone is, hereby authorized and directed, for and in the name and on behalf of the County, to sign a copy of such Official Statement in final form.

5.11 Continuing Disclosure. The County hereby agrees and covenants that in the event either Fixed Rate Notes or Index Notes are issued, it will comply with and carry out all of the provisions of that certain Continuing Disclosure Certificate (the "Continuing Disclosure Certificate") executed by the County and dated the date of issuance and delivery of the Series C Notes, as originally executed and as it may be amended from time to time in accordance with the terms thereof, and notwithstanding any other provision hereof, failure of the County to comply with the Continuing Disclosure Certificate shall not be considered an event of default hereunder; provided, that any registered owner of the Series C Notes may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the County to comply with its obligations under this Section.

ARTICLE VI

MISCELLANEOUS

6.01 Accounting. The Board hereby determines that earnings on amounts held in the Teeter Debt Service Fund and the Teeter Tax Loss Reserve Fund, respectively, shall be deposited in such fund or funds as shall be directed by the County Executive Officer.

6.02 Additional Actions. All actions heretofore taken by the officers and agents of the County or the Board of Supervisors with respect to the issuance and sale of the Additional Series B Notes and Series C Notes are hereby approved, confirmed and ratified, and the officers, employees and agents of the County and the Board of Supervisors are hereby authorized and directed, for and in the name and on behalf thereof, to do any and all things and take any and all actions and execute any and all certificates, agreements and other documents which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and sale from time to time of the Additional Series B Notes and Series C Notes thereof in accordance with the Master Teeter Resolution and this Supplemental Resolution, including, but not limited to, entering into a purchase agreement in connection with a private placement of Series C Notes; entering into amendments, if any, to the Dealer Agreements, Fiscal Agent Agreement (including amendments necessary for the Fiscal Agent to serve as Fiscal Agent for the Fixed Rate Notes or Index Notes), Certificate Agreement, DTC Representation Letter and Reimbursement Agreement and substituting, if needed, a new Master Note or Notes for the Additional Series B Notes thereof.

6.03 Effectiveness; Master Teeter Resolution to Remain in Effect.

(a) This Supplemental Resolution shall become effective immediately upon its adoption. Except as expressly provided in this Supplemental Resolution, every term and condition contained in the Master Teeter Resolution shall apply to this Supplemental Resolution and to the additional Demand Obligation, Series B Notes and Series C Notes authorized hereby, with the same force and effect as if the same were herein set forth at length, with such omissions, variations and modifications thereof as may be appropriate to make the same conform to this Supplemental Resolution.

(b) This Supplemental Resolution and all of the terms and provisions herein contained shall form part of the Master Teeter Resolution as fully and with the same effect as if all such terms and provisions had been set forth in the Master Teeter Resolution. The Master Teeter Resolution is hereby ratified and confirmed and shall continue in full force and effect in accordance with the terms and provisions thereof, as heretofore amended and supplemented and as amended and supplemented hereby.

6.04 Partial Invalidity. If any one or more of the agreements or covenants or portions thereof required hereby to be performed by or on the part of the County shall be contrary to law, then such agreement or agreements, such covenant or covenants or such portions thereof shall be null and void and shall be deemed separable from the remaining agreements and covenants or portions thereof and shall in no way affect the validity hereof or of any of the Demand Obligations or any of the Series B Notes or Series C Notes authorized hereby , and the

Holders shall retain all the benefit, protection and security afforded to them hereunder or any applicable provisions of law.

6.05 Law Governing. This Supplemental Resolution shall be governed exclusively by the provisions hereof and by the laws of the State of California as the same from time to time exist.

PASSED and ADOPTED by the Board of Supervisors on November 24, 2009.

By: _____
Chairman of the Board of Supervisors

ATTEST:
Nancy Romero,
Clerk of the Board

By: _____
Deputy Clerk

EXHIBIT A

FORM OF SERIES C FIXED RATE NOTE

No. _____ $_____

COUNTY OF RIVERSIDE TEETER PLAN OBLIGATION NOTE, SERIES C

NOTE DATE	MATURITY DATE	INTEREST RATE	CUSIP

REGISTERED OWNER:

PRINCIPAL AMOUNT:

The County of Riverside (the "County") acknowledges itself indebted to, and for value received, hereby promises to pay from amounts on deposit in the General Fund, as defined in the Resolution No. 97-203 of the County, as amended and supplemented (the "Resolution"), to the registered owner specified above (the "Holder"), at the office of The Bank of New York Mellon Trust Company, NA, the principal amount specified above on the Maturity Date specified above, together with interest thereon at the Interest Rate per annum set forth above (computed on the basis of a 365-day year and actual days elapsed) in like lawful money from the Note Date specified above until payment in full of said principal sum. The principal of and interest payable at maturity on this Note shall be payable only to the registered owner hereof upon surrender of this Note at the office of the Fiscal Agent as the same shall fall due; provided, however, that no interest shall be payable for any period after maturity during which the registered owner hereof fails to properly present this Note for payment.

[Redemption provisions, if any]

This Note is one of a duly authorized issue of Teeter Plan Obligation Notes, Series C of the County issued under and pursuant to the Resolution. The Series C Notes are payable from the General Fund and are not payable from, and are not secured by, Series B Taxes, the Series B Letter of Credit or Other Taxes as defined in the Resolution. By acceptance of this Note, the Holder consents to all the terms and conditions hereof, and of the Resolution, a copy of which is on file with the County.

The County may deem and treat the Holder hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal and interest due hereon and for all other purposes and the County shall not be affected by any notice to the contrary.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required by the Resolution to exist, to have happened and to have been performed precedent to and in the issuance of this Note, exist, have happened and have been performed in due time, form and manner as required by law.

IN WITNESS WHEREOF, the County of Riverside has caused this Note to be executed in its name by the manual or facsimile signature of its County Executive Officer and countersigned by the manual or facsimile signature of the Clerk of the Board of Supervisors, and caused its official seal or a facsimile thereof to be affixed hereto.

COUNTY OF RIVERSIDE

By _____

(SEAL)

COUNTERSIGNED:

_____
Clerk of the Board of Supervisors

EXHIBIT B

FORM OF SERIES C INDEX NOTE

No. _____ $_____

COUNTY OF RIVERSIDE TEETER PLAN OBLIGATION NOTE, SERIES C

NOTE DATE	MATURITY DATE	INTEREST RATE	CUSIP

REGISTERED OWNER:

PRINCIPAL AMOUNT:

The County of Riverside (the "County") acknowledges itself indebted to, and for value received, hereby promises to pay from amounts on deposit in the General Fund, as defined in the Resolution No. 97-203 of the County, as amended and supplemented (the "Resolution"), to the registered owner specified above (the "Holder"), at the office of The Bank of New York Mellon Trust Company, NA, the principal amount specified above on the Maturity Date specified above, together with interest thereon at [the rate of ____ percent (__%) per annum from the Date of Delivery until _____, and thereafter at the SIFMA Index Note Rate [plus][minus] a SIFMA Margin of _ basis points.] or [the rate of ____ percent (__%) per annum from the Date of Delivery until _____, and thereafter at the LIBOR Index Note Rate with a LIBOR Index Maturity of _____ and a LIBOR Factor of __ percent] in like lawful money from the Note Date specified above until payment in full of said principal sum. Interest shall be payable on the Interest Payment Dates specified in the Resolution. The principal of this Note shall be payable only to the registered owner hereof upon surrender of this Note at the office of the Fiscal Agent as the same shall fall due; provided, however, that no interest shall be payable for any period after maturity during which the registered owner hereof fails to properly present this Note for payment.

[Redemption provisions]

This Note is one of a duly authorized issue of Teeter Plan Obligation Notes, Series C of the County issued under and pursuant to the Resolution. The Series C Notes are payable from the General Fund and are not payable from, and are not secured by, Series B Taxes, the Series B Letter of Credit or Other Taxes as defined in the Resolution. By acceptance of this Note, the Holder consents to all the terms and conditions hereof, and of the Resolution, a copy of which is on file with the County.

The County may deem and treat the Holder hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal and interest due hereon and for all other purposes and the County shall not be affected by any notice to the contrary.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required by the Resolution to exist, to have happened and to have been performed precedent to and in the issuance of this Note, exist, have happened and have been performed in due time, form and manner as required by law.

IN WITNESS WHEREOF, the County of Riverside has caused this Note to be executed in its name by the manual or facsimile signature of its County Executive Officer and countersigned by the manual or facsimile signature of the Clerk of the Board of Supervisors, and caused its official seal or a facsimile thereof to be affixed hereto.

COUNTY OF RIVERSIDE

By _____

(SEAL)

COUNTERSIGNED:

_____

Clerk of the Board of Supervisors

EXHIBIT C

FORM OF SERIES C POOL RATE NOTE

No. _____ $_____

COUNTY OF RIVERSIDE TEETER PLAN OBLIGATION NOTE, SERIES C

NOTE DATE	MATURITY DATE	INTEREST RATE

REGISTERED OWNER:

PRINCIPAL AMOUNT:

The County of Riverside (the "County") acknowledges itself indebted to, and for value received, hereby promises to pay from amounts on deposit in the General Fund, as defined in the Resolution No. 97-203 of the County, as amended and supplemented (the "Resolution"), to the registered owner specified above (the "Holder"), at the office of Treasurer of the County, the principal amount specified above on the Maturity Date specified above or date of prior redemption, upon its presentation and surrender as provided in the Resolution and to pay to such Holder interest on such principal amount on each April 1, July 1, October 1 and January 1, commencing April 1, 2010, and on the Maturity Date or date of prior redemption. The interest rate shall be determined by the Treasurer on the first Business Day of each month and shall equal the average rate of return on amounts in the County Treasury Pool for the preceding month plus 25 basis points. The determination of the interest rate by the Treasurer shall be conclusive and binding on the Holder of the Series C Notes. Interest is calculated on the basis of a 365/366 day year and actual days elapsed, as specified in the Resolution.

[Redemption provisions, if any]

This Note is one of a duly authorized issue of Teeter Plan Obligation Notes, Series C of the County issued under and pursuant to the Resolution. The Series C Notes are payable from the General Fund and are not payable from, and are not secured by, Series B Taxes, the Series B Letter of Credit or Other Taxes as defined in the Resolution. By acceptance of this Note, the Holder consents to all the terms and conditions hereof, and of the Resolution, a copy of which is on file with the County.

The County may deem and treat the Holder hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal and interest due hereon and for all other purposes and the County shall not be affected by any notice to the contrary.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required by the Resolution to exist, to have happened and to have been performed precedent to and in the issuance of this Note, exist, have happened and have been performed in due time, form and manner as required by law.

IN WITNESS WHEREOF, the County of Riverside has caused this Note to be executed in its name by the manual or facsimile signature of its County Executive Officer and countersigned by the manual or facsimile signature of the Clerk of the Board of Supervisors, and caused its official seal or a facsimile thereof to be affixed hereto.

COUNTY OF RIVERSIDE

By _____

(SEAL)

COUNTERSIGNED:

_____

Clerk of the Board of Supervisors

FORM APPROVED COUNTY COUNSEL
BY: MARSHA L. VICTOR DATE 11/14/09

Departmental Concurrence

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

956

FROM: Executive Office and Economic Development Agency

SUBMITTAL DATE: November 12, 2009

SUBJECT: Approval of Memorandum of Understanding between the Judicial Council of California, Administrative Office of the Courts and the County Regarding the Simons Building

RECOMMENDED MOTION: That the Board of Supervisors approve the attached Memorandum of Understanding (MOU) between the Judicial Council of California, Administrative Office of the Courts and the County and authorize the Chairman to execute the MOU on behalf of the Board.

BACKGROUND: The Judicial Council of California, Administrative Office of the Courts (JC-AOC) and the County transfer team have been discussing whether the Act requires the County to transfer to the JC-AOC responsibility for the space in the Simons Building which the Court occupies. The attached MOU outlines the settlement of the issue as mutually agreed upon between the County

(Continued on Page 2)

Gary M. Christmas
Chief Deputy County Executive Officer
Executive Office

Robert Field, Asst CEO/EDA
Economic Development Agency

FINANCIAL DATA	**Current F.Y. Total Cost:**	$75,033	**In Current Year Budget:**	Yes
	Current F.Y. Net County Cost:	$75,033	**Budget Adjustment:**	No
	Annual Net County Cost:	$112,550	**For Fiscal Year:**	09/10

SOURCE OF FUNDS: Court Facility Fund

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION: APPROVE

County Executive Office Signature BY: Elizabeth J. Olson

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

☐ Consent ☐ Policy

☐ Consent ☒ Policy

Prev. Agn. Ref.: | **District:** 2 | **Agenda Number:** 3.37

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

BACKGROUND:

and the JC-AOC. If approved, the County would continue to provide space to the Court in the existing Simons Building or a replacement facility at its sole cost and expense in lieu of providing a court facility payment to the JC-AOC in perpetuity.

FINANCIAL DATA:

Upon execution of the MOU all maintenance, custodial, and utility costs related to court space in the Simons Building or future replacement facility will be borne by the Court Facility Fund. No additional costs are anticipated to be incurred at this time in relation to the approval of this MOU, thus no additional Net County Cost will be incurred.

MEMORANDUM OF UNDERSTANDING REGARDING PROVISION OF SPACE TO THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE (SIMONS BUILDING SPACE)

This **MEMORANDUM OF UNDERSTANDING** ("**MOU**") is entered into on the _____ day of _____, 2009, ("**Effective Date**") among the **Judicial Council of California, Administrative Office of the Courts** ("**AOC**"), the **County of Riverside**, a political subdivision of the State of California ("**County**"), and the **Superior Court of California, County of Riverside** ("**Court**"), together referred to in this MOU as "the Parties."

1. PURPOSE AND BACKGROUND

The Lockyer-Isenberg Trial Court Funding Act of 1997, AB 233 (Escutia and Pringle) provides for transfer of the primary obligation for funding of court operations from the counties to the State of California. The restructuring of funding for trial court operations accomplished by the Lockyer-Isenberg Trial Court Funding Act of 1997 ended a dual system of county and state funding of, and created a more stable and consistent funding source for, trial court operations. The Trial Court Facilities Act of 2002 (the "**Act**") was adopted to provide for the transfer of responsibility for funding and operation of trial court facilities from the counties to the AOC.

The County and the AOC dispute whether the Act requires the County to transfer to the AOC responsibility for the space in the Simons Building which the Court occupies as of the Effective Date ("**Existing Facility**"). In settlement of the aforementioned dispute, the Parties agree to the terms and conditions set forth in this MOU.

As of the Effective Date, the Existing Facility is located at 3610 Eleventh Street, Riverside, CA 92501 and includes approximately 6,000 square feet of active file storage space. (A floor plan of the first floor of the Existing Facility which depicts the Court's occupancy of the Simons Building, as of the Effective Date, is attached hereto as Exhibit "A" and incorporated herein.)

2. COURT'S USE OF EXISTING FACILITY OR REPLACEMENT FACILITY

a. Court's Continuing Use of Existing Facility. Subject to section 2.b of this MOU, the County, at the County's sole cost and expense, will continue to provide space to the Court in the Existing Facility at no charge to either the Court or the AOC.

b. Relocation of Court from the Existing Facility to Replacement Facility. Notwithstanding section 2.a of this MOU, the County, in its discretion and at its sole cost,

may relocate the Court from the Existing Facility into a comparable replacement facility with suitable and necessary facilities at least equal to those of the Existing Facility ("**Replacement Facility**") and provide the space in the Replacement Facility, at the County's sole cost and expense, to the Court at no charge to the Court or the AOC. Any Replacement Facility must be within reasonable walking distance of both (i) the Hall of Justice located at 4100 Main Street, Riverside, California, and (ii) the 1903-1933 Historic Courthouse located at 4050 Main Street, Riverside, California. In addition, any Replacement Facility shall comprise the same square footage as Court occupies in the Existing Facility and that square footage in the Replacement Facility must be contiguous space in one location (i.e. the County shall not partition the space such that the Court would be required to spread its operations over multiple facilities or upon non-contiguous floors). In addition to the cost of the Replacement Facility, the County will be responsible for all reasonable and direct out-of-pocket costs associated with relocating the Court, including, without limitation, moving costs or costs that the Court incurs as a result of the relocation (e.g. furniture assembly and disassembly, printing new stationary and notices, installation and purchase of data and telecommunication lines and other network related items, etc.), but not including indirect costs such as employee salaries or benefits). If the County desires to relocate the Court into a Replacement Facility, the County shall give the Court and AOC not less than 240 days notice of the proposed relocation ("**Relocation Notice**"). The Relocation Notice shall include the location and a brief description of the proposed Replacement Facility, the date upon which the County desires the relocation to commence, and the County's estimated time for the relocation. At the Court's request, the County shall take all reasonable steps to promptly provide the Court access to the proposed Replacement Facility for the Court's inspection. Within 60 days of receipt of the Relocation Notice, the Court and the AOC shall notify the County of any concerns the Court or the AOC have with the comparability of the proposed Replacement Facility. Any Court or AOC concerns about the comparability of the proposed Replacement Facility that cannot be readily resolved by the Parties shall be processed under section 3 of this MOU.

c. County's Obligation to Maintain Existing Facility or the Replacement Facility. The County will continue to be responsible, at the County's sole cost and expense, for the operation and maintenance of the Existing Facility or the Replacement Facility, as applicable, and for performing or cause to be performed all necessary repairs and maintenance, including deferred maintenance, to ensure that the Existing Facility or the Replacement Facility, as applicable, is suitable pursuant to section 70311 of the Act, and the County shall provide the same level of service to the Court that the County generally provides to County departments in County-occupied buildings. Neither the AOC nor the Court will be responsible for the operation and maintenance of the Existing Facility or the Replacement Facility, as applicable, or for any of the costs or expenses of operation and maintenance of the Existing Facility or the Replacement Facility, as applicable. In addition, County will continue to be responsible, at County's sole cost and

expense, for any rent payments relating to the Existing Facility, as well as any rent payments which may be applicable to a Replacement Facility.

d. Since this MOU is in lieu of a transfer of responsibility under the Act, the County's obligation to provide the Court space in either the Existing Facility or a Replacement Facility shall not terminate at any time in the future unless the Court both (a) formally relinquishes its right to have the County be responsible for providing said Court space, and (b) voluntarily vacates either (i) the Existing Facility without plans to relocate to a Replacement Facility or (ii) the Replacement Facility without plans to relocate to another Replacement Facility. Accordingly, the Parties agree that no payment of funds under the Act or as damages can adequately remedy or compensate the AOC or the Court for any failure of County to provide the Court space pursuant to the terms of this MOU; therefore, the County's obligation to provide space to the Court pursuant to this MOU shall continue in perpetuity until the Court both (a) formally relinquishes its right to have the County be responsible for providing said Court space, and (b) voluntarily vacates either (i) the Existing Facility without plans to relocate to a Replacement Facility or (ii) the Replacement Facility without plans to relocate to another Replacement Facility.

3. DISPUTE RESOLUTION

a. Any dispute between the Parties arising out of this MOU will first be subject to informal negotiations consisting of a letter from the party alleging the dispute to the other parties and identifying it as a request for dispute resolution under this paragraph of the MOU. Any party receiving such a request for dispute resolution must respond within thirty calendar days. The Parties will then engage in an unassisted negotiation regarding the dispute within the next ninety days or as otherwise mutually agreed in writing. At the conclusion of the informal negotiations, the Parties will mediate the dispute, at the request of any party.

b. The Parties will within sixty days mutually agree to a mediator. If the Parties within sixty days do not agree to a mediator, any party may seek to have a qualified mediator appointed.

c. Within thirty days of the selection or appointment of the mediator, the mediator must set a date, not more than ninety days in the future unless the Parties so agree, for the Parties to submit a written summary of issues and disputes. The Parties will equally share the costs of the mediator and any other associated expenses. A written agreement regarding compensation expenses must be reached between the mediator and the Parties before the mediation is commenced.

d. After consulting with the Parties, the mediator will fix the date, time, and place of each mediation session to be held at any convenient location agreeable to the

Parties and the mediator. The mediation must be completed within sixty calendar days after the date designated for the delivery of the mediation statements unless the Parties and mediator otherwise mutually agree in writing.

e. The Parties must attend the mediation sessions and have a representative familiar with the facts of the dispute and the authority either to negotiate on behalf of or to effectively recommend settlement to the entity he/she represents. Parties to the mediation may have the assistance of an attorney or other representative of their choice at its sole expense. Other persons may attend the mediation sessions only with the consent of all Parties and the mediator.

f. The mediation statements and mediation will be confidential in all respects, and the provisions of California Evidence Code sections 1152 and 1154 will apply to all written and oral evidence presented in the mediation and to any and all settlement communications, or mediation communications made during the mediation itself or otherwise in furtherance of or related to the mediation or settlement of the dispute.

4. NOTICES

Any notice or communication required to be sent to a Party pursuant to this MOU must be sent in writing by personal delivery (including overnight courier service), certified U.S. mail, postage pre-paid and with return receipt requested, or facsimile transmission, sent during regular business hours of the recipient to the Parties at their addresses or fax numbers indicated below. Routine exchange of information may be conducted via telephone, facsimile, and/or electronic means, including e-mail.

If to the AOC:

Administrative Office of the Courts
Office of Court Construction and Management
Attention: Portfolio Administration Analyst
455 Golden Gate Avenue, 8th Floor
San Francisco, CA 94102

With a copy to:

Administrative Office of the Courts
Office of Court Construction and Management
Attention: Manager, Real Estate
455 Golden Gate Avenue
San Francisco, CA 94102

In addition, all audit requests and notices by the County relating to termination of this MOU or alleged breach or default by the AOC of this MOU or any other Closing Document must also be sent to:

Administrative Office of the Courts
Attention: Senior Manager, Business Services
455 Golden Gate Avenue
San Francisco, CA 94102

If to the County:

County of Riverside
County Executive Office
Attention: Deputy County Executive Officer
4080 Lemon Street, 4th Floor
Riverside, CA 92501

With a copy to:

County of Riverside
Office of County Counsel
Attention: County Counsel
3535 Tenth Street, Suite 300
Riverside, CA 92501

If to the Court:

Superior Court of Riverside County
Attention: Court Executive Officer
4050 Main Street
Riverside, CA 92501

A Party may change its address for notice under this MOU by giving written notice to the other Party in the manner provided in this section 4. Any notice or communication sent under this section 4 will be deemed to have been duly given as follows: (1) if by personal delivery, on the date actually received by the addressee or its representative at the address provided above, or (2) if sent by certified U.S. mail, return

receipt requested, on the first business day that is at least three calendar days after the date deposited in the U.S. Mail.

The Parties hereby agree to the terms of this MOU.

APPROVED AS TO FORM:
Administrative Office of the Courts,
Office of the General Counsel

By: _____
Name: Melvin L. Kennedy
Title: Managing Attorney
Date: 11-03-05

JUDICIAL COUNCIL OF CALIFORNIA, ADMINISTRATIVE OFFICE OF THE COURTS

By: _____
Name: William C. Vickrey
Title: Administrative Director of the Courts
Date: 11-5-09

ATTEST:
_____, Clerk of the Board

By: _____
Deputy

COUNTY OF RIVERSIDE, a political subdivision of the State of California

By: _____
Name: _____
Title: Chair, Board of Supervisors
Date: _____

SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE

By: _____
Name: Hon. Thomas H. Cahraman
Title: Presiding Judge
Date: Nov. 10, 2009

FORM APPROVED COUNTY COUNSEL
BY: _____ 11/16/09
MARSHA L. VICTOR DATE

Court Facility: #33-A10
Building Name: Simons Building
Building Address: 3610 Eleventh Street, Riverside, CA

EXHIBIT "A"

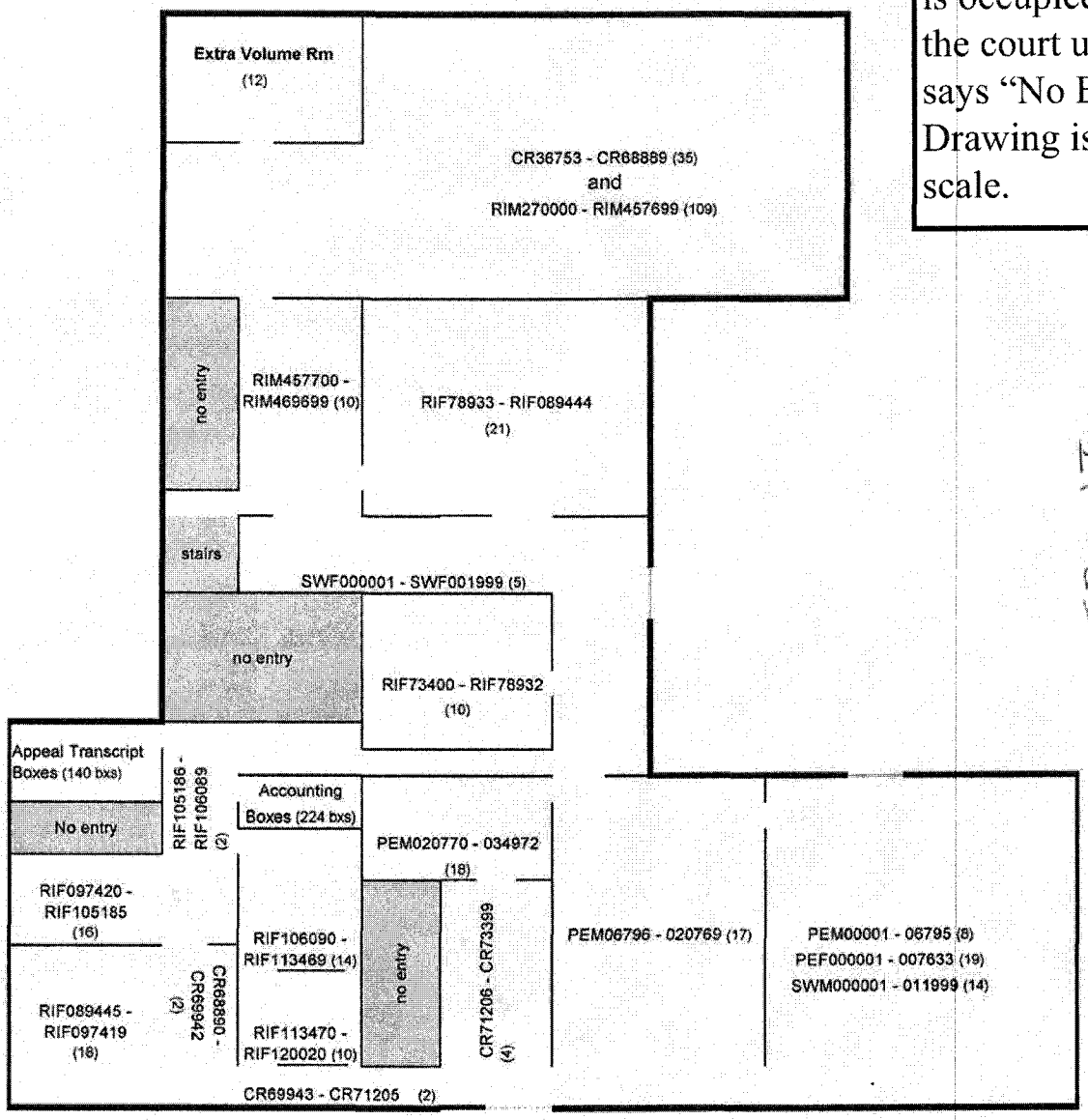
FLOOR PLAN OF SIMONS BUILDING

(See Attached)

Court Facility: #36-A10
Building Name: Simons Building
Building Address: 3610 Eleventh Street, Riverside, CA

EXHIBIT "A"

All the space shown is occupied by the court unless it says "No Entry." Drawing is not to scale.



Simon Building
File Locations

FORM APPROVED COUNTY COUNSEL
BY: MARSHA L. VICTOR DATE 11/16/09

957

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

FROM: Executive Office and Economic Development Agency

SUBMITTAL DATE: November 12, 2009

SUBJECT: Approval of Memorandum of Understanding between the Judicial Council of California, Administrative Office of the Courts and the County Regarding the Bar Association Building

RECOMMENDED MOTION: That the Board of Supervisors approve the attached Memorandum of Understanding (MOU) between the Judicial Council of California, Administrative Office of the Courts and the County and authorize the Chairman to execute the MOU on behalf of the Board.

BACKGROUND: The Judicial Council of California, Administrative Office of the Courts (JC-AOC) and the County transfer team have been discussing whether the Act requires the County to transfer to the JC-AOC responsibility for the space in the Bar Association Building which the Court occupies. The attached MOU outlines the settlement of the issue as mutually agreed upon

(Continued on Page 2)

Gary M. Christmas
Chief Deputy County Executive Officer
Executive Office

Robert Field, Asst CEO/EDA
Economic Development Agency

FINANCIAL DATA	**Current F.Y. Total Cost:**	$49,812	**In Current Year Budget:**	Yes
	Current F.Y. Net County Cost:	$49,812	**Budget Adjustment:**	No
	Annual Net County Cost:	$78,324	**For Fiscal Year:**	09/10

SOURCE OF FUNDS: Court Facilities Fund

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION: APPROVE

County Executive Office Signature BY: Elizabeth J. Olson

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

Prev. Agn. Ref.: | **District:** 2 | **Agenda Number:** 3.38

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

BACKGROUND:

between the County and the JC-AOC. If approved, the County would continue to provide space to the Court in the existing Bar Association Building or a replacement facility at its sole cost and expense in lieu of providing a court facility payment to the JC-AOC in perpetuity.

FINANCIAL DATA:

Currently, the Economic Development Real Property budget funds the Bar Association lease costs. Upon execution of this MOU, the county intends to transfer court space from the Bar Association Building to a county owned facility, in order to reduce ongoing lease liability costs. Upon relocation, county building maintenance, custodial and utility services will be funded by the Court Facility Fund. No additional costs are anticipated to be incurred at this time in relation to the approval of this MOU, thus no additional Net County Cost will be incurred.

MEMORANDUM OF UNDERSTANDING REGARDING PROVISION OF SPACE TO THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE (BAR ASSOCIATION BUILDING SPACE)

This **MEMORANDUM OF UNDERSTANDING** ("**MOU**") is entered into on the _____ day of _____, 2009, ("**Effective Date**") among the **Judicial Council of California, Administrative Office of the Courts ("AOC"),** the **County of Riverside,** a political subdivision of the State of California ("**County**"), and the **Superior Court of California, County of Riverside ("Court"),** together referred to in this MOU as "the Parties."

1. PURPOSE AND BACKGROUND

The Lockyer-Isenberg Trial Court Funding Act of 1997, AB 233 (Escutia and Pringle) provides for transfer of the primary obligation for funding of court operations from the counties to the State of California. The restructuring of funding for trial court operations accomplished by the Lockyer-Isenberg Trial Court Funding Act of 1997 ended a dual system of county and state funding of, and created a more stable and consistent funding source for, trial court operations. The Trial Court Facilities Act of 2002 (the "**Act**") was adopted to provide for the transfer of responsibility for funding and operation of trial court facilities from the counties to the AOC.

The County and the AOC dispute whether the Act requires the County to transfer to the AOC responsibility for the space in the Bar Association Building which the Court occupies as of the Effective Date ("**Existing Facility**"). In settlement of the aforementioned dispute, the Parties agree to the terms and conditions set forth in this MOU.

As of the Effective Date, the Existing Facility is located at 4129 Main Street, Suites B-17, B-18, 203, 210, 211 and 300, Riverside, CA 92501 and includes approximately 3,480 square feet of office space.

2. COURT'S USE OF EXISTING FACILITY OR REPLACEMENT FACILITY

a. Court's Continuing Use of Existing Facility. Subject to section 2.b of this MOU, the County, at the County's sole cost and expense, will continue to provide space to the Court in the Existing Facility at no charge to either the Court or the AOC.

b. Relocation of Court from the Existing Facility to Replacement Facility. Notwithstanding section 2.a of this MOU, the County, in its discretion and at its sole cost,

may relocate the Court from the Existing Facility into a comparable replacement facility with suitable and necessary facilities at least equal to those of the Existing Facility ("**Replacement Facility**") and provide the space in the Replacement Facility, at the County's sole cost and expense, to the Court at no charge to the Court or the AOC. Any Replacement Facility must be within reasonable walking distance of both (i) the Hall of Justice located at 4100 Main Street, Riverside, California, and (ii) the 1903-1933 Historic Courthouse located at 4050 Main Street, Riverside, California. In addition, any Replacement Facility shall comprise 3,480 square feet of contiguous space in one location (i.e. the County shall not partition the space such that the Court would be required to spread its operations over multiple facilities or upon non-contiguous floors). In addition to the cost of the Replacement Facility, the County will be responsible for all reasonable and direct out-of-pocket costs associated with relocating the Court, including, without limitation, moving costs or costs that the Court incurs as a result of the relocation (e.g. furniture assembly and disassembly, printing new stationary and notices, installation and purchase of data and telecommunication lines and other network related items, etc.), but not including indirect costs such as employee salaries or benefits). If the County desires to relocate the Court into a Replacement Facility, the County shall give the Court and AOC not less than 240 days notice of the proposed relocation ("**Relocation Notice**"). The Relocation Notice shall include the location and a brief description of the proposed Replacement Facility, the date upon which the County desires the relocation to commence, and the County's estimated time for the relocation. At the Court's request, the County shall take all reasonable steps to promptly provide the Court access to the proposed Replacement Facility for the Court's inspection. Within 60 days of receipt of the Relocation Notice, the Court and the AOC shall notify the County of any concerns the Court or the AOC have with the comparability of the proposed Replacement Facility. Any Court or AOC concerns about the comparability of the proposed Replacement Facility that cannot be readily resolved by the Parties shall be processed under section 3 of this MOU.

c. County's Obligation to Maintain Existing Facility or the Replacement Facility. The County will continue to be responsible, at the County's sole cost and expense, for the operation and maintenance of the Existing Facility or the Replacement Facility, as applicable, and for performing or cause to be performed all necessary repairs and maintenance, including deferred maintenance, to ensure that the Existing Facility or the Replacement Facility, as applicable, is suitable pursuant to section 70311 of the Act, and the County shall provide the same level of service to the Court that the County generally provides to County departments in County-occupied buildings. Neither the AOC nor the Court will be responsible for the operation and maintenance of the Existing Facility or the Replacement Facility, as applicable, or for any of the costs or expenses of operation and maintenance of the Existing Facility or the Replacement Facility, as applicable. In addition, County will continue to be responsible, at County's sole cost and

expense, for any rent payments relating to the Existing Facility, as well as any rent payments which may be applicable to a Replacement Facility.

d. Since this MOU is in lieu of a transfer of responsibility under the Act, the County's obligation to provide the Court space in either the Existing Facility or a Replacement Facility shall not terminate at any time in the future unless the Court both (a) formally relinquishes its right to have the County be responsible for providing said Court space, and (b) voluntarily vacates either (i) the Existing Facility without plans to relocate to a Replacement Facility or (ii) the Replacement Facility without plans to relocate to another Replacement Facility. Accordingly, the Parties agree that no payment of funds under the Act or as damages can adequately remedy or compensate the AOC or the Court for any failure of County to provide the Court space pursuant to the terms of this MOU; therefore, the County's obligation to provide space to the Court pursuant to this MOU shall continue in perpetuity until the Court both (a) formally relinquishes its right to have the County be responsible for providing said Court space, and (b) voluntarily vacates either (i) the Existing Facility without plans to relocate to a Replacement Facility or (ii) the Replacement Facility without plans to relocate to another Replacement Facility.

3. DISPUTE RESOLUTION

a. Any dispute between the Parties arising out of this MOU will first be subject to informal negotiations consisting of a letter from the party alleging the dispute to the other parties and identifying it as a request for dispute resolution under this paragraph of the MOU. Any party receiving such a request for dispute resolution must respond within thirty calendar days. The Parties will then engage in an unassisted negotiation regarding the dispute within the next ninety days or as otherwise mutually agreed in writing. At the conclusion of the informal negotiations, the Parties will mediate the dispute, at the request of any party.

b. The Parties will within sixty days mutually agree to a mediator. If the Parties within sixty days do not agree to a mediator, any party may seek to have a qualified mediator appointed.

c. Within thirty days of the selection or appointment of the mediator, the mediator must set a date, not more than ninety days in the future unless the Parties so agree, for the Parties to submit a written summary of issues and disputes. The Parties will equally share the costs of the mediator and any other associated expenses. A written agreement regarding compensation expenses must be reached between the mediator and the Parties before the mediation is commenced.

d. After consulting with the Parties, the mediator will fix the date, time, and place of each mediation session to be held at any convenient location agreeable to the Parties and the mediator. The mediation must be completed within sixty calendar days after the date designated for the delivery of the mediation statements unless the Parties and mediator otherwise mutually agree in writing.

e. The Parties must attend the mediation sessions and have a representative familiar with the facts of the dispute and the authority either to negotiate on behalf of or to effectively recommend settlement to the entity he/she represents. Parties to the mediation may have the assistance of an attorney or other representative of their choice at its sole expense. Other persons may attend the mediation sessions only with the consent of all Parties and the mediator.

f. The mediation statements and mediation will be confidential in all respects, and the provisions of California Evidence Code sections 1152 and 1154 will apply to all written and oral evidence presented in the mediation and to any and all settlement communications, or mediation communications made during the mediation itself or otherwise in furtherance of or related to the mediation or settlement of the dispute.

4. NOTICES

Any notice or communication required to be sent to a Party pursuant to this MOU must be sent in writing by personal delivery (including overnight courier service), certified U.S. mail, postage pre-paid and with return receipt requested, or facsimile transmission, sent during regular business hours of the recipient to the Parties at their addresses or fax numbers indicated below. Routine exchange of information may be conducted via telephone, facsimile, and/or electronic means, including e-mail.

If to the AOC:

Administrative Office of the Courts
Office of Court Construction and Management
Attention: Portfolio Administration Analyst
455 Golden Gate Avenue, 8th Floor
San Francisco, CA 94102

With a copy to:

Administrative Office of the Courts
Office of Court Construction and Management
Attention: Manager, Real Estate
455 Golden Gate Avenue
San Francisco, CA 94102

In addition, all audit requests and notices by the County relating to termination of this MOU or alleged breach or default by the AOC of this MOU or any other Closing Document must also be sent to:

Administrative Office of the Courts
Attention: Senior Manager, Business Services
455 Golden Gate Avenue
San Francisco, CA 94102

If to the County:

County of Riverside
County Executive Office
Attention: Deputy County Executive Officer
4080 Lemon Street, 4th Floor
Riverside, CA 92501

With a copy to:

County of Riverside
Office of County Counsel
Attention: County Counsel
3535 Tenth Street, Suite 300
Riverside, CA 92501

If to the Court:

Superior Court of Riverside County
Attention: Court Executive Officer
4050 Main Street
Riverside, CA 92501

A Party may change its address for notice under this MOU by giving written notice to the other Party in the manner provided in this section 4. Any notice or communication sent under this section 4 will be deemed to have been duly given as follows: (1) if by personal delivery, on the date actually received by the addressee or its

representative at the address provided above, or (2) if sent by certified U.S. mail, return receipt requested, on the first business day that is at least three calendar days after the date deposited in the U.S. Mail.

The Parties hereby agree to the terms of this MOU.

APPROVED AS TO FORM:
Administrative Office of the Courts,
Office of the General Counsel

By: _____
Name: Melvin L. Kennedy
Title: Managing Attorney
Date: 11-03-09

ATTEST:
_____, Clerk of the Board

By: _____
Deputy

JUDICIAL COUNCIL OF CALIFORNIA, ADMINISTRATIVE OFFICE OF THE COURTS

By: _____
Name: William C. Vickrey
Title: Administrative Director of the Courts
Date: 11-5-09

COUNTY OF RIVERSIDE, a political subdivision of the State of California

By: _____
Name: _____
Title: Chair, Board of Supervisors
Date: _____

SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE

By: _____
Name: Hon. Thomas H. Cahraman
Title: Presiding Judge
Date: Nov. 10, 2009

FORM APPROVED COUNTY COUNSEL
BY: _____ 11/16/09
MARSHA L. VICTOR DATE

Court Facility: #33-A5
Building Name: Bar Association Building
Building Address: 4129 Main Street, Riverside, CA

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

FROM: Community Action Partnership of Riverside County

SUBMITTAL DATE: October 27, 2009

SUBJECT: Approval of the Risk Assessment for the County of Riverside Department of Public Health – Health and Nutrition Services Branch for Activities Conducted Under the Community Services Block Grant – American Recovery and Reinvestment Act of 2009

RECOMMENDED MOTION: That the Board approve and

Authorize the Chairman of the Board to sign the attached Community Services Block Grant – American Recovery and Reinvestment Act of 2009 (CSBG-ARRA) Risk Assessment for the Department of Public Health – Health and Nutrition Services Branch.

BACKGROUND:

On July 14, 2009 (#3.17), the Board approved the sole sourced Memorandum of Understanding between the Department of Public Health's Nutrition Services and Community Action Partnership of Riverside County (CAP Riverside) to provide residents with access to healthy food options through their Food Network Initiative. Funding from CSBG-ARRA will support and maintain the Initiative.

FORM APPROVED COUNTY COUNSEL
BY: NEAL R. KIPNIS DATE
Departmental Concurrence

Continued (2-pages total)

Maria Y. Juarez, CCAP, Deputy Director for
Lois J. Carson, CCAP, 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:	No
	Annual Net County Cost:	$ 0	For Fiscal Year:	09/10

SOURCE OF FUNDS:
100% Federal – American Recovery and Reinvestment Act of 2009

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

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

Prev. Agn. Ref.: 7/14/09 (#3.17) | **District:** All | **Agenda Number:** 3.39

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

FROM: Community Action Partnership
Of Riverside County

DATE: 5/11/09

SUBJECT: Approval of the Risk Assessment for the Department of Public Health – Health and Nutrition Services for Activities Conducted Under the CSBG-ARRA

BACKGROUND (Continued):

Given the high standards and expectations for transparency and accountability under CSBG-ARRA and the strong emphasis on reducing the incidences of waste, fraud, and abuse, the CSBG-ARRA agreement requires grantees to perform a risk assessment of all sub-grantees receiving CSBG-ARRA funding. Each sub-grantee's Executive Officer and Board Chairperson were required to sign the risk assessment.

On September 21, 2009, CAP Riverside conducted the Risk Assessment for the Department of Public Health with no potential findings.

Therefore, CAP Riverside requests the Chairman of the Board to sign the attach CSBG-ARRA Risk Assessment for the Department of Public Health.

FINANCIAL IMPACT: No County General Funds will be required.

ATTACHMENTS: Department of Public Health CSBG-ARRA Risk Assessment

LJC:MYJ:KA:jb

CSBG ARRA Risk Assessment of Grantees, Sub-Grantees and Vendors/Contractors

Name of Entity: **County of Riverside Department of Public Health: Health Nutrition Services Branch (DPH)**	Date September 21, 2009		
Please check "Yes" or "No" for each of the following questions. Comments should be completed when a specific system needs enhancement instead of the total system or process.			
Risk Assessment Questions	Yes	No	
1.Have there been any material weaknesses and reportable conditions, questioned costs and other findings cited within the last three years in annual audits, State monitoring assessments, Inspector General Reviews, or other Government Agency reviews of entity finances and operations that have not been corrected?		X	
2. Does the entity have in place standard financial and operating controls to ensure assets and information are protected against fraud, waste and abuse, and mismanagement of Federal funds?	X		
3. Does the entity have in place clearly stated and current administrative, fiscal and programmatic policies and operating procedures in accordance with the CSBG statute? Does the entity assure that policies and procedures are distributed to staff accompanied by training?	X		
4. Does the entity have in place a methodology for monitoring compliance with internal policies and procedures? Have internal policies and procedures been reviewed for compliance with requirements of the CSBG Act, ARRA, CSBG Information Memoranda, OMB Circulars, ACF Grant Terms and Conditions and other contractual terms and conditions?	X		
5. What procedures are in place to assure that any general purpose equipment purchased using CSBG ARRA funds is directly related to specific CSBG services under the ACF Grant Terms and Conditions applicable to ARRA?	X		
6. If any purchase or improvement of land, or the purchase, construction, or permanent improvement (other than low-cost residential weatherization or other energy-related home repairs) of any building or other facility, has a Federal waiver been requested and approved as required under the CSBG Statute?			N/A to this contract
Risk Mitigation Activities – A "yes" to question number one indicates a potential risk area for CSBG ARRA implementation. A "no" to questions 2-6 indicates a potential risk area. For any identified risks, please describe current risk mitigation plans or compensating controls established. Attach additional sheets as necessary.			

GAO -01-1008G, Internal Control and Evaluation Tool August 2001
2 CFR Part 225, Cost Principles for State, Local, and Indian Tribal Governments dated August 29, 1997; and 2 CFR Part 230, Cost Principles for Non-Profit Organizations dated June 1, 1998. SEC. 678F (a) (1) Limitation on Use of Funds.

CSBG ARRA Risk Assessment of Grantees, Sub-Grantees and Vendors/Contractors

Certification Statement: I certify that a risk assessment has been conducted to assure appropriate expenditures of Community Services Block Grant funds received through the American Recovery and Reinvestment Act of 2009. This risk assessment addressed previous audit or monitoring findings within the last three years, a review of existing internal controls, a review of statutory and regulatory compliance, and a review of equipment and property procedures to assure a direct relationship to CSBG services. Where potential risks have been identified, appropriate risk mitigation measures and compensating controls have been identified.

Chief Executive _____

Board Chairperson n/A

State CSBG Lead Agency Comments

X I concur with the eligible entity's assessment of risk with no additional comment.

□ I have attached comments on additional areas of risk within this entity or Statewide.

State CSBG Program Manager _____

FORM APPROVED COUNTY COUNSEL

BY: _____ NEAL R. KIPNIS DATE

915

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

FROM: Community Action Partnership of Riverside County

SUBMITTAL DATE: 9/17/09

SUBJECT: Community Development Block Grant Subrecipient Agreement #C29000A with the City of Palm Desert

RECOMMENDED MOTION: That the Board of Supervisors ratify and:

Authorize the Chairman of the Board to sign the attached Community Development Block Grant Subrecipient Agreement #C29000A with the City of Palm Desert and Community Action Partnership of Riverside County (CAP Riverside)for the Individual Development Account Program (IDA) not to exceed $6,639 for the term July 1, 2009 through June 30, 2010;

FORM APPROVED COUNTY COUNSEL
BY: LARISA R. MCKENNA DATE 11/2/09

Maria Y. Juarez, CCAP, Deputy Director for
Lois J. Carson, CCAP, Executive Director

(CONTINUED 2 Pages)

FINANCIAL DATA				
	Current F.Y. Total Cost:	$ 6,639	In Current Year Budget:	NA
	Current F.Y. Net County Cost:	$ 0	Budget Adjustment:	NA
	Annual Net County Cost:	$ 0	For Fiscal Year:	FY 09/10

SOURCE OF FUNDS: 100% Federal

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.:

District: All

Agenda Number: 3.40

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

FROM: Community Action Partnership of Riverside County

DATE: 9/17/09

SUBJECT: Community Development Block Grant Subrecipient Agreement #C29000A with the City of Palm Desert

BACKGROUND:

RivCo.IDA is a savings incentive program for low-income participants in which every dollar saved by the participant, up to $2,000 is matched 2:1, with one Federal dollar and one local dollar held in a parallel savings account. For example, a participant saves $2,000, the Federal program matches $2,000, and local funding agencies match $2,000, for a $6,000 total allowable savings per participant.

Three asset building goals are available for participants to save toward: 1) small business startup or expansion; 2) educational or vocational pursuit; or 3) home purchase.

During the savings period (2-3 years) participants are required to participate in skill-building workshops in areas such as asset building, goal setting, credit counseling, money management, personal budgeting, business start up, home maintenance, etc., depending upon the particular goal designated. Various services and group support meetings provide reinforcement and motivation to savings participants as they work toward their savings goals. When the savings goal is reached, the monies saved are pooled and paid directly for small business costs, to the educational (vocational) institution, or directed toward closing costs for a home purchase.

Agreement #C29000A will be used to match the savings goals of 3.3 low-income households. CAP Riverside's Federal funding source requires a local match of $2,000 and identifies CDBG funding as acceptable local match funding.

FINANCIAL IMPACT: No County General Funds will be required. The local match raised by CAP Riverside is directed to a parallel account established at Citibank.

CONCUR/EXECUTE:

LJC:MYJ:KA:jb

COMMUNITY DEVELOPMENT BLOCK GRANT 35th YEAR
(FY 2009/10) SUBRECIPIENT AGREEMENT NO. C29000A

This Agreement is made this August 10, 2009, by and between the City of Palm Desert (hereinafter referred to as "City"), and the Community Action Partnership of Riverside County (hereinafter referred to as "Subrecipient").

RECITALS

WHEREAS, the City of Palm Desert is a Direct Entitlement City with the U.S. Department of Housing and Urban Development (HUD) for purposes of receiving Community Development Block Grant (CDBG) funds, to assist and undertake essential community development and housing assistance activities pursuant to the Housing and Community Development Act of 1974; and

WHEREAS, with the approval of the City and HUD a portion of its allocation to the Subrecipient in the delegated amount of $6,638.67 to be used by the Subrecipient for Riverside County Individual Development Accounts Program (RivCo.IDA); and

WHEREAS, clients benefit for the services provided by the Subrecipient, and at least 51 percent of those benefiting for the services must qualify as low and moderate-income persons; and

THEREFORE, IT IS AGREED:

1. TERM - The term of this agreement for the project shall be made for a period of one year commencing July 1, 2009, and ending June 30, 2010, unless a one-year extension for funding is approved by the City Manager or designee. Public service programs are not eligible for a time extension. Funds must be expended within the year awarded.

2. FUNDS – The City agrees to provide the Subrecipient with funds equal to the amount allocated through CDBG funds, as stated above. The City shall disburse the funds on a reimbursable basis. The Subrecipient shall provide copies of invoice(s), bank statements, etc. as required for reimbursement in a timely manner. Funds may be reimbursed only for those verified expenses for the eligible uses.

3. Organizations provided Community Development Block Grant funds for the purchase of land, facilities, and/or buildings; equipment, capital improvements, rehabilitation, or other similar activities shall not sell, sublease, loan, or any other such action that relinquishes control or ownership without prior written request to and written authorization from the City of Palm Desert and, if necessary, the U.S. Department of Housing and Urban Development.

4. REPORTING - Subrecipient agrees to submit the Self Certification Forms (if applicable) and Direct Benefit Activity Reports for duplicated and unduplicated clients to the City on a monthly basis from July 1, 2009 to June 30, 2010. In addition, subrecipients must report the following statistical information on a quarterly and annual basis: Number of persons assisted (by age, gender, senior 62 years of age or older, race, income level, head of household, how many in family, services provided, etc.), number of people that will be provided with new or improved access to services and/or facilities, the number of beds created (homeless or rehabilitation facilities), if applicable. (Data collection examples: Case manager logs, sign-in sheet, tracking logs, client intake forms, scan card system, or other systems designed to obtained information.) Public Facilities Improvements or construction projects will require the above information pertaining to the participation in the organization's

overall program(s), and once the project is completed, data pertaining specifically to that facility will be reported under the Annual Follow Up Report. Subrecipient may be required to submit additional information as requested by the City or the Department of Housing and Urban Development. **If Subrecipient fails to follow the reporting requirements, it could result in the City's request that your organization reimburse previous funds paid and/or forfeiture of remaining grant funds.**

5. ANNUAL FOLLOW UP REPORT – Subrecipient agrees to submit the Annual Follow Up Report as provided by the City no later than August 30 of the year following grant expiration or close of project, if a time extension was granted. This report will include similar information to direct benefits activity and quarterly reports but will include information related specifically to the Riverside County Individual Development Accounts Program (RivCo.IDA), if a portion of the facility or the facility as a whole was unoccupied at the time of project.

6. DISCRIMINATION - Subrecipient shall provide services to all clients of the Community Action Partnership of Riverside County who need and request such services, so long as economic resources permit. Subrecipient shall abide by Sections 570.601 and 570.602 of Title 24 of the Federal code of regulations which requires that no persons in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the Community Development Block Grant funds.

7. LICENSING - Subrecipient agrees to obtain and maintain all agency licenses, registrations, accreditation and inspections form all agencies governing its operations. Subrecipient shall ensure that its staff shall also obtain and maintain all required licenses, registrations accreditation and inspections from all agencies governing Subrecipient's operations hereunder.

8. RECORDS - Subrecipient shall maintain all financial records as to the use and expenditure of funds under this agreement as well as all documents pertaining to the project, program, and required reporting records. All documents and records shall be made available for inspection and copying during normal business hours by the City or by the Department of Housing and Urban Development. **All records and documents pertaining to CDBG funded programs and projects shall be retained for a period of not less than five (5) years.**

9. INDEMNIFICATION - Subrecipient shall indemnify and hold the City of Palm Desert harmless from all claims, damages or liability, including all reasonable attorney fees and costs incurred in defending any claims arising out of or in connection with Subrecipient's project or activities, including but not by the way of limitation any action or claim for worker's compensation.

10. CONFLICT OF INTEREST - Subrecipient shall familiarize itself with CDBG regulations prohibiting conflicts of interest contained in 24 CFR 570.611. Subrecipient, its assigns, employees, agents, consultants, and officers shall comply with and shall not violate any provision of the regulations. Any violation shall be deemed a material breach of this Agreement and the Agreement shall be immediately terminated by the City.

11. ELIGIBILITY - As to Subrecipient or its claimants, the City shall bear no liability for any later determination by the United States Department of Housing and Urban Development or any other person or entity that the City or Subrecipient is or is not eligible under 24 CFR Part 570 to receive CDBG funds.

12. Organizations provided Community Development Block Grant funding are required to offer the specific program funded for a minimum of five years from the date of award.

13. PROGRAM INCOME – Subrecipients that earn program income (PI) shall be required to report PI earned and may be required to remit all or part at the end of the program year. PI means gross income received by the subrecipient directly generated from the use of CDBG funds as defined in CDBG Regulation 24 CFR 570.500(a).

14. UNIFORM ADMINISTRATIVE REQUIREMENTS – Subrecipients shall comply with applicable uniform administrative requirements as described in CDBG Regulation 24 CFR 570.502(b).

15. OTHER PROGRAM REQUIREMENTS – Subrecipient shall be in compliance with all federal laws and regulations described in CDBG Regulation 24 CFR 570.600 except those outlined in Section 570.604 and 24 CFR Part 52.

16. SUSPENSION AND TERMINIATION – Agreement may be suspended or terminated in accordance with CDBG 24 CFR 85.43 if subrecipient materially fails to comply with terms of award. Also, award may be terminated for convenience in accordance with 24 CFR 85.44.

17. REVERSION OF ASSETS – Upon expiration of subrecipient agreement, subrecipient shall transfer to the City any CDBG funds including program income on hand as well as any accounts receivable attributed to the use of CDBG funds.

18. REAL PROPERTY ACQUISITION AND IMPROVEMENT – Real property acquired or improved in part (or in whole) with CDBG funds in excess of $25,000 shall be used to meet one of the national objectives in Section 570.208 until five (5) years after expiration of agreement or longer as may be determined by the City. If not used in accordance with Section 570.208, subrecipient shall pay the City an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of or improvement to the property.

19. USE OF REAL PROPERTY AND PUBLIC SERVICE ACTIVITIES – Subrecipients awarded $25,000 or more in CDBG funds for acquisition or improvement in whole or in part shall comply with CDBG Regulation 24 CFR 570.505 relative to use of real property as noted for five (5) years commencing when CDBG funds are first spent for property until after close out of the grant.

    A subrecipient may not change the use or planned use of any such property (including the beneficiaries of such use) from that for which the acquisition or improvement was made unless the subrecipient provides affected citizens and the City with reasonable notice of, and the opportunity to comment on any proposed change, and either: the new use qualifies as meeting one of the national objectives in Section 570.208 and is not a building for the general conduct of government or if the subrecipient determines, after citizens participation, that it is appropriate to change the use of the property to a use which does not qualify under Section 570.208, it may retain or dispose of the property for the changed use if the City is reimbursed in the amount of the current fair market value of the property, less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, and improvements to the property. If the change occurs after closeout, the provisions governing income from the disposition of the real property in Section 570.504(b)(4) or (5), as applicable, shall apply to the use of funds reimbursed. The property will no longer be subject to CDBG requirements after reimbursement of CDBG program income per 24 CFR

570.505(d).

20. DRUG-FREE WORKPLACE REQUIREMENTS – Subrecipient to certify that it will comply with the drug-free workplace requirements in accordance with the Act and the Department of Housing and Urban Development's rules at 24 CFR Part 24, Subpart F. (Drug-Free Workplace Act of 1988, (42 U.S.C.701)).

This Agreement contains the entire agreement of the parties and supersedes all other prior negotiations, understandings or agreements. The agreement may only be modified by the written consent of the parties.

CITY OF PALM DESERT

BY: _____ Date: _____
Robert A. Spiegel, Mayor
City of Palm Desert

Attest:

_____ Date: _____
Rachelle D. Klassen, City Clerk

ORGANIZATION

BY: _____ Date: _____
Print Name:

_____
Signature

FORM APPROVED COUNTY COUNSEL
BY _____ 11/2/09
LARISA R-MCKENNA DATE

State of California }
} SS.
County of **Riverside** }

On _____, **200**__, before me,_____, a Notary Public, personally appeared _____, 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 _____ (seal)

- O P T I O N A L -

DESCRIPTION OF ATTACHED DOCUMENT:

_____

(TITLE OR TYPE OF DOCUMENT)

_____

(NUMBER OF PAGES)

_____

(DATE OF DOCUMENT)

_____

(SIGNER(S) OTHER THAN NAMED ABOVE)

_____

(OTHER INFORMATION)

_____

_____

Right Thumbprint of Signer

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

FROM: Community Action Partnership of Riverside County

SUBMITTAL DATE: 11/12/09

SUBJECT: Resolution 2009-341 – 2010 Internal Revenue Service, Department of Treasury Grant Application for the Volunteer Income Tax Assistance Program

RECOMMENDED MOTION: That the Board of Supervisors:

Adopt the attached Resolution 2009-341 approving 2010 Internal Revenue Service Department of Treasury (IRS) Grant Application for the Volunteer Income Tax Assistance Program (VITA).

FORM APPROVED COUNTY COUNSEL
BY: LARISA R-MCKENNA DATE 11/24/09

Departmental Concurrence

Lois J. Carson

Continued (3 pages total)

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: 100% Department of Treasury – Internal Revenue Service

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

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

Prev. Agn. Ref.: | **District:** All | **Agenda Number:** 3.41

BACKGROUND:

The IRS estimates that 25% of California's eligible Earned Income Tax Credit (EITC) funds go unclaimed each year. EITC is recognized nationally as one of the most effective means to move low-income people out of poverty. Since 2004, Community Action Partnership of Riverside County (CAP Riverside) has coordinated with the IRS to open VITA sites throughout Riverside County. Trained volunteer tax preparers at the VITA sites completed over 6,486 income tax returns, generating over $9 million in tax refunds for low-income residents of Riverside County.

The IRS funding will support CAP Riverside's Earned Income Tax Credit Program by providing marketing/outreach materials, training for volunteer tax preparers, and administrative support at eleven (11) VITA sites during the upcoming tax season.

FINANCIAL IMPACT: No County General Funds will be required. Upon execution of the agreement, CAP Riverside will submit a budget adjustment in the Executive Office Quarterly Financial Summary Report for FY 2009-2010

CONCURE/EXECUTE:

LJC/MYJ/KA:jb

RESOLUTION 2009-341

Internal Revenue Service, Department of Treasury

Grant Application

For the

2010 Volunteer Tax Assistance Program

BE IT RESOLVED by the Board of Supervisors of the County of Riverside, State of California, in regular session assembled on **November 24, 2009**, that the Board of Supervisors approves the County of Riverside's Internal Revenue Service, Department of Treasury Grant Application [hereinafter "Grant Application"] for the 2010 Volunteer Tax Assistance Program (VITA) and authorizes:

1. The Chair of the Board or designee to sign all subsequent grants and agreements in conformance with the Grant Application and related Guidelines between the County of Riverside and the Internal Revenue Service, Department of Treasury, not to exceed $120,000;

2. The Riverside Purchasing Agent to sign ministerial amendments not to exceed the authorized program amount of $120,000; and

3. The Executive Director of CAP Riverside to sign all assurances, exhibits, and reports made under the agreement for the Grant Application, and administer the program.

FORM APPROVED COUNTY COUNSEL
BY LARISA R. MCKENNA DATE 11/13/09

FISCAL PROCEDURES APPROVED
ROBERT E. BYRD, AUDITOR-CONTROLLER
BY [signature] 10/26/09
SUSANA GARCIA-BOCANEGRA

734

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

FROM: Community Action Partnership of Riverside County

SUBMITTAL DATE: October 26, 2009

SUBJECT: Budget Adjustment

RECOMMENDED MOTION: That the Board of Supervisors:

Instruct the Auditor Controller to adjust the budget as identified in the attached Schedule A.

BACKGROUND:

On June 2, 2009 (#3.19), the Board of Supervisors adopted Resolution #2009-190 to approve Community Action Partnership of Riverside County's (CAP Riverside) Local Plan for the Department of Energy Weatherization Assistance Program, American Recovery Reinvestment Act of 2009 (DOE-ARRA) and authorized: 1) the Chairman of the Board to sign all subsequent DOE-ARRA Agreements #09C-1830 with the Department of Community Services and Development (CSD), not to exceed $8,000,000; 2) The Purchasing Agent to sign ministerial amendments not to exceed $8,000,000; and 3) The Executive Director of CAP Riverside to sign assurances, exhibits, and reports under the agreement for the DOE-ARRA, and administer the program.

Lois J. Carson
Lois J. Carson, CCAP, Executive Director

(CONTINUED 3 Pages)

FINANCIAL DATA	**Current F.Y. Total Cost:**	$ 3,333,352	**In Current Year Budget:**	No
	Current F.Y. Net County Cost:	$ 0	**Budget Adjustment:**	Yes
	Annual Net County Cost:	$ 0	**For Fiscal Year:**	FY 09/10

SOURCE OF FUNDS: 100% Federal

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

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

Prev. Agn. Ref.: 6/2/09 (#3.19), 7/21/09 (#3.7)

District: All

Agenda Number: 3.42

BACKGROUND (Continued):

On June 15, 2009, the Chairman of the Board of Supervisors signed Agreement #09C-1830 and on July 21, 2009 (Item #3.7), the Board authorized the Auditor Controller to adjust the budget for the initial allocation of $470,396 for the term of June 30, 2009 through September 30, 2011.

On October 22, 2009, the Purchasing Agent signed Amendment #1 to Agreement #09C-1830, increasing the allocation from $470,396 to $3,803,748, which reflects the current request for a budget adjustment of $3,333,352.

FINANCIAL IMPACT: No County General Funds will be required.

CONCUR/EXECUTE: Auditor Controller

LJC:MYJ:KA:jb

FROM: Community Action Partnership of Riverside County

DATE: October 26, 2009

SUBJECT: Budget Adjustment

SCHEDULE A

Community Action Partnership of Riverside County
Budget Adjustment
Fiscal Year 2009/2010

INCREASE IN EST. REVENUE:

CAARC-21050-5200200000-767430	Fed ARRA	$ 3,333,352

INCREASE IN APPROPRIATIONS:

CAARC-21050-5200200000-510040	Regular Salaries	$ 209,380.00
CAARC-21050-5200200000-518100	Budgeted Benefits	$ 98,532.00
CAARC-21050-5200200000-520200	Communication Services	$ 22,302.00
CAARC-21050-5200200000-520230	Cellular Phones	$ 2,700.00
CAARC-21050-5200200000-523700	Office Supplies	$ 10,500.00
CAARC-21050-5200200000-523760	Postage-Mailing	$ 5,000.00
CAARC-21050-5200200000-523780	Printed Forms	$ 10,500.00
CAARC-21050-5200200000-524560	Auditing and Accounting	$ 2,500.00
CAARC-21050-5200200000-524700	County Counsel	$ 3,500.00
CAARC-21050-5200200000-525080	Temp Assist Pool Svcs	$ 258,085.00
CAARC-21050-5200200000-526420	Advertising	$ 2,059.00
CAARC-21050-5200200000-527320	Client Education Services	$ 20,000.00
CAARC-21050-5200200000-528920	Car Pool Expense	$ 5,500.00
CAARC-21050-5200200000-529000	Miscellaneous Travel Expense	$ 10,500.00
CAARC-21050-5200200000-530020	Board-Other	$ 2,640,250.00
CAARC-21050-5200200000-537000	Interfund Exp-Leases	$ 29,667.00
CAARC-21050-5200200000-537240	Interfund Exp-Utilities	$ 2,377.00
	TOTAL	**$3,333,352**

FORM APPROVED COUNTY COUNSEL
BY: JHARA DATE 11/2/09

942

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

FROM: Community Health Agency – Department of Animal Services **SUBMITTAL DATE:** November 12, 2009

SUBJECT: Acceptance of Grant Award from The PETCO Foundation to Riverside County Department of Animal Services for Healthy Pet Zone Program's Pit Bull Project to provide free or low cost spaying and neutering, micro-chipping, vaccines and licensing.

RECOMMENDED MOTION: That the Board of Supervisors:

Accept on behalf of the County of Riverside, a $10,000 Grant Award from The PETCO Foundation, for the period of 7/1/09 through 6/30/10.

BACKGROUND: The Riverside County Department of Animal Services requested Grant Award from Petco Foundation in the amount of $10,000 for the Period of 7/1/09 through 6/30/10 to fund the Pit Bull Project. The Department will utilize the Mobile Spay/Neuter Bus to provide free or low cost spaying and neutering, micro-chipping, vaccines and licensing to aid pit bull owners residing in economically challenged areas within Riverside County, to reduce the percentage of pit bulls being euthanized each year.

RM:RP:arj

Robert P. Miller, Director of Animal Services

FINANCIAL DATA				
	Current F.Y. Total Cost:	$ 10,000	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: 100% funded by The Petco Foundation.

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:** | **Agenda Number:** 3.43

FORM APPROVED COUNTY COUNSEL
BY: JHNY H. RA DATE 11/12/09

943

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

FROM: Community Health Agency, Department of Animal Services

SUBMITTAL DATE: November 12, 2009

SUBJECT: Ratification of the Fifth Amendment to the Agreement with the City of Coachella for Field Services (Contract #05-063)

RECOMMENDED MOTION: That the Board of Supervisors:

1) Ratify the Fifth Amendment between the City of Coachella and the County of Riverside, Department of Animal Services, for the performance period of July 1, 2009 through June 30, 2010 in the amount of $118,547 to provide field services;

2) Authorize the Chairperson to execute four (4) original copies of the Amendment on behalf of the County of Riverside;

3) Direct the Clerk of the Board to retain one original copy and return all three (3) original copies to the Community Health Agency on behalf of the Riverside County Department of Animal Services for further processing; and,

4) Authorize the Purchasing Agent to sign amendments not to exceed the authorized amounts.
(Continued)

RM/pmg

Robert Miller, Director of Animal Services

FINANCIAL DATA				
	Current F.Y. Total Cost:	$ 118,547	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: 100% funded by the City of Coachella

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.: ☐ Consent ☒ Policy
Per Exec. Ofc.: ☐ Consent ☑ Policy

Departmental Concurrence

Prev. Agn. Ref.: 5/3/05, item 3.7; 1/24/06, item 3.5; 6/6/06, item 3.10; 9/4/07, item 3.7, 6/10/08, item 3.12.

District: 4

Agenda Number: 3.44

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

BACKGROUND:
The Department of Animal Services (Department) has been providing Field services for the City of Coachella (City) since May 2005 in order to safeguard the City's domestic and wild animals, promote the humane treatment of animals, and enforce the City's Ordinances and State laws relating to animal control. The original contract was approved by the Board of Supervisors on May 3, 2005, item 3.7 and subsequent amendments have been approved for FY06/07, FY07/08 and FY08/09.

The amendment includes having the City adopt the Department's fee structure and administrative citation process, as well as the ability to offer payment plans to City residents and waive fees on a case-by-case basis. Being able to implement the updated fee structure and administrative citation process will enable the Department to provide optimal enforcement and the payment plans and ability to waive fees will provide another mechanism through which the Department can return animals to their owners faster and easier. Additionally, these provisions increase the Departments ability to recoup fees and charges.

All other changes to the contract through this Fifth Amendment were housekeeping adjustments such as updating the regular Field Services hours to reflect those that the Animal Control Officers currently work as well as adjusting the standby response time.

As per Board Policy A-30, staff positions shall be deleted should the agreement be terminated.

FINANCIAL IMPACT:
The FY09/10 contract has increased by $4,662 from FY08/09. This is due to an increase in the amount of standby services necessitated by the City.

Funding in the amount of $118,547 has been included in the FY09/10 budget; therefore, no additional County funds are required.

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FIFTH AMENDMENT TO THE AGREEMENT
WITH
CITY OF COACHELLA
(Field Services to City)

That certain Agreement between the County of Riverside, Department of Animal Services through it's Community Health Agency (COUNTY) and the City of Coachella (CITY) approved on May 3, 2005, item 3.7, amended for the first time on January 24, 2006, item 3.5, amended for the second time on June 6, 2006, item 3.10, amended for the third time on September 4, 2007, item 3.7, amended for the fourth time on June 10, 2008, item 3.12, and is hereby amended for a fifth time, effective July 1, 2009:

- To amend the period of performance from July 1, 2008 through June 30, 2009 to July 1, 2009 through June 30, 2010.
- To increase the amount of compensation for Fiscal Year 09/10 from one hundred thirteen thousand, eight hundred and eighty-five dollars ($113,885) to one-hundred eighteen thousand dollars, five hundred and forty-seven dollars ($118,547).
- To add a second paragraph to Section 2. Term to read: The City and County may terminate this contract upon 30 days written notice to the other party provided that each contain written notice stating the extent and effective date of termination. County shall be entitled to compensation for all services rendered prior and including the termination date.
- To delete Section 4. Availability of Funding, in its entirety and replace with a new Section 4. Availability of Funding, to read: It is mutually agreed and understood that the obligation of the City is limited by and contingent upon the availability of City funds for the reimbursement of County's fees. In the event that such funds are not forthcoming for any reason, City shall immediately notify County in writing and services shall cease immediately. City shall remit to County payment for all such services rendered up until the date of termination within 30 days.

- To delete Exhibit A, Scope of Service, in its entirety and replace with a new Exhibit A, Scope of Animal Field Services, attached hereto.
- To delete Exhibit B, Payment Provisions, in its entirety and replace with a new Exhibit B, Payment Provisions, attached hereto.
- All other terms and conditions of this Agreement are to remain unchanged.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Amendment.

COUNTY OF RIVERSIDE	**CITY**
	City of Coachella
By: _____	By: _____
Chairman, Board of Supervisors	John Gerardi
	Type or Print Name
Attest: _____	Interim City Manager
By: _____	
Date: _____	Date: 9-14-09

PMG

FORM APPROVED COUNTY COUNSEL
BY: _____ 11/12/09
JINNY H. RA DATE

EXHIBIT A

SCOPE OF ANIMAL FIELD SERVICES

The County of Riverside, hereinafter referred to as COUNTY, agrees to operate and provide the following animal control services for City of Coachella, hereinafter referred to as CITY:

1. Animal Pick-Up and Seizure Services: Field Services

1.1 Regular field service patrol provided between the hours of 7:30am and 5:00pm, Monday through Friday.

1.2 Impound all animals caught and collect impound fees assessed as defined in applicable COUNTY fee structure. Unpaid fees and charges for care and/or destruction of any animal delivered to COUNTY by a designated City Official, which animal is not redeemed by its owner, shall be charged to CITY at the rates identified in the applicable COUNTY, CITY or Coachella Valley Animal Campus agreement.

1.3 Quarantine, as prescribed by State law, all animals suspected to be rabid and/or that have bitten a person or another animal.

1.4 Investigate reported animal bites in accordance with State and local laws/requirements. All animal bites will be investigated within eight (8) hours.

1.5 Respond and take steps to resolve noisy animal complaints.

1.6 Remove dead animals from the public right-of-way.

1.7 Provide assistance in the trapping and removal of domestic and wild animals from public and private property. Use humane traps available for these purposes and make them available to the public on a rental basis.

1.8 Verify animal license status when responding to request for service or when responding to complaints about animal behavior.

1.9 Encourage the return of lost/stray animals (impounded by field personnel) to their rightful owner in the field, by field service personnel whenever

possible, in order to eliminate the need for the pet owner to make the trip to the shelter and to minimize stress to the animal.

The COUNTY requires that the owner or designated owner be present to accept the return of his/her pet. Dogs must have current license and rabies vaccination.

1.10 Monthly reports detailing the field service activities of the previous month.

1.11 Inspect kennels, catteries, and pet shops in the CITY in response to written complaints pursuant to California State and COUNTY laws and local ordinances.

1.12 Investigations of cruelty to animals and animal gaming cases.

1.13 Court appearances.

1.14 Complaint resolution.

2. Emergency Response During and After Operating Hours

Emergency services are available, at the CITY'S request, after hours and on holidays on an on-call basis of $55.00 per hour, with a two (2) hour call-out minimum, plus mileage. Mileage shall be calculated at the IRS rate in effect at the time. A standby officer will respond to the emergency calls by telephone or by vehicle within 60 minutes or less if reasonably possible, subject to factors affecting response time, including traffic congestion or other hindering circumstances, uncontrollable by the County. A backup standby officer will be available if the scheduled backup officer is unable to respond (usually on a previous emergency). Response time to non-emergency calls will be within 24 business hours.

"After-hours Emergency Service" shall be defined as "calls responded to after normal business hours or on holidays and shall include response to calls regarding:

1. Animals endangering the health or safety of the community;
2. Police Department requests for emergency service;

3. Sick or injured stray animals;

4. Animals in distress;

5. Humane Investigations – life threatening;

6. Dead animal pick up on CITY property.

3. Qualifications and Training for Animal Control Officer(s)

Field Services personnel shall be required to have animal care and control experience and/or training for the position prior to starting work. Animal Control Field personnel shall have at least six (6) months of experience in a public or private animal control program.

4. Shelter Care and Disposition Services

The COUNTY will house the CITY'S animals at the Coachella Valley Animal Campus located at 72-050 Pet Land Place, Thousand Palms, CA 92276. The handling of these animals will comply with the terms of the contract between the COUNTY and CITY for shelter services.

5. Personnel and Supplies

The COUNTY shall provide the personnel and supplies necessary to perform its obligations under this Agreement, including but not limited to one (1) Animal Control Officer, work supplies and overhead requirements.

6. Equipment and Insurance

The CITY shall provide one (1) animal control truck and one animal control carrying box, both of which are covered under the CITY'S self-insurance policy. The CITY agrees to waive any right of subrogation against the COUNTY for any claims arising from the COUNTY'S use of the CITY'S vehicle. The CITY shall be responsible for the fees incurred to install an air conditioning unit on the animal control truck, at an estimate one-time cost of $4,200, annual vehicle maintenance estimated at a cost of $1,200 and fuel charges at an estimate of $7,140. The CITY shall also provide office and storage space for use by the Animal Control Officer.

7. Veterinary Services

The City shall be responsible for the payment of veterinarian fees incurred as a result of the enforcement of any humane enforcement including, but not limited to the enforcement of Penal Code 597. All attempts will be made to recover these funds from the animal owner; however, all unrecovered funds shall be paid by the City and be added to the monthly billing. The City reserves the right to attempt collection directly from the animal owner of any unrecovered funds that have been billed and paid by the City.

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CITY OF COACHELLA

FY09/10

EXHIBIT B

PAYMENT PROVISIONS

CITY shall pay to COUNTY on a monthly basis in arrears, with a monthly billing and accounting thereof by COUNTY to CITY, those fees relative to the services to be performed under this Agreement as detailed below. Monthly amounts listed are budgeted and will be billed based upon actual usage, as follows:

1. Field Services

1.1	Personnel Expense for one (1) FTE Animal Control Officer	$5,016.35/mo
1.2	Supplies and Other Charges	$3,323.59/mo
1.3	Stand-by services to be billed based upon actual usage, and at the rate of $55.00 per hour plus actual mileage according to the IRS rate at the time of service.	$1246.45/mo
1.4	All fees collected for dog licenses within the CITY limits shall be accounted for by COUNTY and remitted to CITY on a monthly basis, provided, however, that COUNTY shall retain the sum of $5.85 for each dog license issued hereunder. Animal Licensing Administrative Fee	$292.50/mo

1.5 City agrees to adopt COUNTY fee schedule, as amended, and gives COUNTY permission to offer payment plans or waive fees for CITY residents on a case by case basis, as approved by the Director or his/her designee. No payment plan or waiver of fees shall be given for rabies vaccinations, animal licenses or State mandated fees.

1.6 A detailed annual budget is attached and incorporated herein as Attachment A.

2. Scheduled Compensation

The scheduled compensation payable to COUNTY for all services as set forth in this Agreement is one-hundred eighteen thousand, five hundred forty-seven dollars ($118,547) annually, during the period commencing July 1, 2009 through June 30, 2010. Payments shall be received monthly in arrears with the final payment received by August 31st following the end of the fiscal year.

NOTE: Checks shall be made payable to County of Riverside.

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EXHIBIT A

Riverside County Community Health Agency
Department of Animal Services

Ordinance 630 - Dogs and Cats

Description	Rate
Altered dog license - 1 year	$8.00
Unaltered dog license - 1 year	$50.00
Altered dog license - 2 year	$15.00
Unaltered dog license - 2 year	$100.00
Altered dog license - 3 year	$19.00
Unaltered dog license - 3 year	$150.00
Altered dog license - 1 year (senior citizen)	$6.00
Altered dog license - 2 year (senior citizen)	$7.00
Altered dog license - 3 year (senior citizen)	$8.00
Dangerous animal registration - 1 year	$100.00
Dog license late fee	$20.00
Dog license late fee (senior citizen)	$15.00
Transfer of ownership fee - dog	$6.00
New resident dog license late fee	$20.00
Dog license replacement tag	$6.00
Cat license	$9.00
On-line web licensing processing fee	$1.50
Class 1 Kennel license - 5-10 dogs [1 year, unaltered]	$280.00
Class 1 Kennel license - 5-10 dogs [2 year, unaltered]	$300.00
Class 1 Kennel license - 5-10 dogs [1 year, altered]	$180.00
Class 1 Kennel license - 5-10 dogs [2 year, altered]	$200.00
Class 1 Kennel license (dog) - late fee 50% of the applicable fees	50%
Class 2 Kennel license - 11-25 dogs [1 year, unaltered]	$400.00
Class 2 Kennel license - 11-25 dogs [2 year, unaltered]	$650.00
Class 2 Kennel license - 11-25 dogs [1 year, altered]	$250.00
Class 2 Kennel license - 11-25 dogs [2 year, altered]	$400.00
Class 2 Kennel license (dog) - late fee 50% of the applicable fees	50%
Class 3 Kennel license - 26-40 dogs [1 year, unaltered]	$500.00
Class 3 Kennel license - 26-40 dogs [2 year, unaltered]	$700.00
Class 3 Kennel license - 26-40 dogs [1 year, altered]	$350.00
Class 3 Kennel license - 26-40 dogs [2 year, altered]	$500.00
Class 3 Kennel license (dog) - late fee 50% of the applicable fees	50%
Class 4 Kennel license - 41+ dogs [1 year, unaltered]	$750.00
Class 4 Kennel license - 41+ dogs [2 year, unaltered]	$900.00
Class 4 Kennel license - 41+ dogs [1 year, altered]	$500.00
Class 4 Kennel license - 41+ dogs [2 year, altered]	$650.00
Class 4 Kennel license (dog) - late fee 50% of the applicable fees	50%
Sentry Dog Kennel [1 year, unaltered]	$500.00
Sentry Dog Kennel [2 year, unaltered]	$750.00
Sentry Dog Kennel [1 year, unaltered]	$350.00
Sentry Dog Kennel [1 year, unaltered]	$500.00
Sentry Dog Kennel - late fee 50% of the applicable fees	50%
Class 2 Cattery license - 10+ cats [1 year, unaltered]	$280.00
Class 2 Cattery license - 10+ cats [2 year, unaltered]	$400.00
Class 2 Cattery license - 10+ cats [1 year, altered]	$180.00
Class 2 Cattery license - 10+ cats [2 year, altered]	$200.00
Cattery license - late fee 50% of the applicable fees	50%
Animal rescue permit (up to 6 dogs)	$50.00
Animal rescue permit (7 to 10 dogs) 1 year	$180.00
Animal rescue permit (7 to 10 dogs) 2 year	$200.00
Rescue permit - late fee 100% of applicable fees	100%

EXHIBIT A

Riverside County Community Health Agency
Department of Animal Services

Ordinance 630 - Dogs and Cats

Description	Rate
Any person violating any provisions of Title 6 shall be guilty of an infraction, unless otherwise stated in this chapter, and upon conviction thereof shall be punished by:	
1st Violation - fine not exceeding fifty dollars	$50.00
2nd Violation - fine not exceeding one hundred dollars	$100.00
3rd Violation - fine not exceeding two hundred fifty dollars	$250.00
Administrative citation (1st violation)	$100.00
Administrative citation (2 nd violation)	$250.00
Administrative citation (3rd violation)	$500.00
State Mandated Unaltered Animal Fine first offense	$35.00
State Mandated Unaltered Animal Fine second offense	$50.00
State Mandated Unaltered Animal Fine third offense	$100.00
Impound fee - 1st offense	$40.00
Impound fee - 2nd offense	$90.00
Impound fee - 3rd+ offense	$150.00
Impound fee- animal returned to owner by field officer	$30.00
Impound fee - altered/unable to produce dog owned by senior citizen	50%
Daily boarding fee during impoundment	$15.00
Euthanasia request - dog or cat and disposal (owner request at shelter)	
Dog	$25.00
Cat	$25.00
Small Animal	$25.00
Owner turn-in fee (animal picked up by field officer)	$30.00
Owner turn-in fee (animal turned in at the shelter)	$20.00
Home quarantine fee	$50.00
Trap service - first 5 days	$20.00
Trap service- each day after initial 5 days	$2.00
Lost or destroyed traps	$90.00
Quarantined animals - housed at a county shelter	$5 per day + boarding fees
Recoupment of enforcement costs - hourly rate	$53.00
Personnel After Hours Charge	$90.00
Microchip implanted at time of adoption	$10.00
Microchip implanted at any time other than adoption	$20.00
Adoption Fee - cats	$75.00
Adoption Fee - dogs	$95.00
Event Adoption Fee - cats	$20.00
Event Adoption Fee - dogs	$30.00
Senior citizen (*or disabled person) adoption fee - cats	$45.00
Senior citizen (*or disabled person) adoption fee - dogs	$65.00
Last Chance - Adoption fee - cats	$5.00
Spay and Neuter deposit - cat (Food and Agricultural Code 31751.3)	$40.00
Spay and Neuter deposit - dog (Food and Agricultural Code 30503)	$40.00
Doctors of Veterinary Medicine (DVM) hourly rate	$142.70
Supervising Registered Veterinary Technicians (SRVT) hourly rate	$79.08
Registered Veterinary Technicians (RVT)	$72.51
Veterinary Technician (VT)	$67.85
Operations Chiefs (Ops Chief)	$94.79
Animal pain management (small animal)	$8.00
Animal pain management (large animal)	$15.00
Injection fee	$18.00
Sedation	$35.00
Fluids (Oral and IV)	$8.00

EXHIBIT A

Riverside County Community Health Agency
Department of Animal Services

Ordinance 630 - Dogs and Cats

Description	Rate
De-worming (small animal)	$8.00
De-worming (large animal)	$16.00
De-worming (large animal tube worming)	$25.00
Clip/clean	$20.00
Vaccine - Horse	$18.00
Exploratory surgery	$75.00
Frontline flea/tick treatment	$8.00
Animal emergency clinic fees (plus x-ray fee)	$70.00
X-ray - first view + $20.00 for each additional view.	$70.00
Daily oral medication (small animal)	$15.00
Daily oral medication (largel animal)	$25.00

Ordinance Timeline

Type	Date	BOS Agenda #	Effective
Adopted	February 3, 1987	3.5b	April 4, 1987
Amended 630.1	May 9, 1989	9.3a and b	June 8, 1989
Amended 630.2	not used		
Amended 630.3	August 31, 1993	3.5	November 30,1993
Amended 630.4	March 8, 1994	11.3	May 7, 1994
Amended 630.5	December 13, 1994	12.7	March 1, 1995
Amended 630.6	May 25, 1999	12.4	July 1, 1999
Amended 630.7	August 24, 1999	12.1	September 22, 1999
Amended 630.8	June 4, 2002	3.13	July 4, 2002
Amended 630.9	April 15, 2003	3.4	May 14, 2003
Amended 630.10	December 11, 2007	9.9	January 10, 2008
Amended 630.11			
Amended 630.12			
Amended 630.13	June 30, 2009	3.11	July 30, 2009

ATTACHMENT A
BUDGET FISCAL YEAR 09/10

County of Riverside, Community Health Agency

Department of Animal Services

CITY OF COACHELLA

Field Services

Personnel

*Animal Control Officer (1 FTE)	
Salary	$39,423
Benefits	$19,613
Worker's Compensation	$1,160
Sub-total Salaries/Benefits	$60,196
**Stand-by Animal Control Officer	
Time: @ 20 hours/mo. x $55.00/hour x 12 mos.	$13,200
Mileage: @.505/mile x 290 miles/mo. X 12 mos.	$1,757
Sub-total Standby Expense	$14,957
Total Personnel Expense -Field Services	**$75,154**

Supplies and Other Charges

Supplies and Other Charges	$30,098
(Uniforms, communication equipment, hand tools, pharmaceuticals, over head, etc.)	
Fuel for Animal Control Vehicle (17,000 miles x $.505)	$8,585
Truck Annual Maintenance (not including fuel charges)	$1,200
Total Supplies/Other Charges - Field Services	**$39,883**

Animal Licensing Fees

Animal Licenses: $5.85 per license x 50/month x 12 mos.	$3,510
Total Animal License Fees	**$3,510**
Grand Total - Field Services	**$118,547**

Comments:

**Amounts are estimates and may change depending on actual use.

as of 7/17/09 PMG

FORM APPROVED COUNTY COUNSEL
BY: JIMMY H. KA
DATE 11/12/09

Departmental Concurrence

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

944

FROM: Community Health Agency, Department of Animal Services

SUBMITTAL DATE: November 12, 2009

SUBJECT: Ratify the Fifth Amendment with Animal Samaritans SPCA, Inc., for Spay/Neuter and other Clinic Services. Contract #08-055

RECOMMENDED MOTION: That the Board of Supervisors:

1) Ratify the Fifth Amendment between Animal Samaritans SPCA, Inc., and the County of Riverside Department of Animal Services, for the performance period of July 1,2009 through June 30, 2010, in the amount of $70,000; and,

2) Authorize the chairperson to execute four (4) original copies of the Fifth Amendment on behalf of the County of Riverside.

BACKGROUND: For the past seven (7) years, the Riverside County Department of Animal Services has contracted with Animal Samaritans, a non-profit spay/neuter and adoption facility in Thousand Palms, to perform spay and neuter surgeries for the animals adopted from the County-run Thousand Palms and Blythe shelters. The FY08/09 contract was approved for $150,000, but due to budget restraints the amount has been reduced to $70,000 for FY09/10.
(Continued)

PMG:nd

Robert Miller, Director, Department of Animal Services

FINANCIAL DATA				
	Current F.Y. Total Cost:	$ 70,000	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: Department Budget

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.: ☐ Consent ☒ Policy
Per Exec. Ofc.: ☐ Consent ☐ Policy

Prev. Agn. Ref.: 5/12/09 3.11, 7/29/08 3.19, 6/24/08 3.12, 4/1/08 3.4

District: 4

Agenda Number: 3.45

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD

BACKGROUND (continued):
Veterinary clinics within the Thousand Palms area are primarily small, private, for-profit agencies, and charge far greater fees than Animal Samaritans, which is the only non-profit agency capable of performing the high number of surgeries at a low cost for the citizens of the Thousand Palms area.

PRICE REASONABLENESS:
The price rendered by Animal Samaritans for spay and neuter services is considered to be fair and reasonable based on their pricing as compared to for-profit veterinary clinics in the surrounding area. Animal Samaritans is associated with the Society for the Prevention of Cruelty to Animals (SPCA) and is a certified non-profit agency. Pricing for a dog procedure is $75.00, and pricing for a feline procedure is $50.00. These prices compare favorably against for-profit clinics, which charge significantly more; for example a feline procedure is typically $100.00.

FINANCIAL:
Funding for spay/neuter surgeries is paid for by the adopter and deposited into a protected account in accordance with State law requirements.

FIFTH AMENDMENT TO THE AGREEMENT

WITH

ANIMAL SAMARITANS SPCA, INC.

Contract #08-055

(Spay/Neuter and other Clinic Services)

That certain Agreement between the County of Riverside through its Community Healthy Agency, Department of Animal Services (COUNTY) and Animal Samaritans (CONTRACTOR), approved on January 22, 2008, signed by the Purchasing Agent, was amended for the first time on April 1, 2008, item 3.4, amended for the second time on June 24, 2008, item 3.12, amended for the third time on July 29, 2008, item 3.19, amended for the fourth time on May 12, 2009, item 3.11, and is hereby amended for the fifth time as follows, effective July 1, 2009:

- To amend all references to the period of performance from July 1, 2008 through June 30, 2009 to July 1, 2009 through June 30, 2010.
- To establish the amount of compensation for Fiscal Year 09/10 in the amount of seventy thousand dollars ($70,000).
- To delete Exhibit A, "Scope of Service" and replace with new Exhibit A, "Scope of Service" attached herewith.
- To delete Exhibit B, "Payment Provisions" and replace with new Exhibit B, "Payment Provisions" attached herewith.
- All other terms and conditions of this Agreement are to remain unchanged.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Amendment.

COUNTY OF RIVERSIDE

By: _____
Chairman, Board of Supervisor

Attest: _____

By: _____
Type or Print Name

Date: _____

PMG

FORM APPROVED COUNTY COUNSEL
BY: _____ 11/12/09
JINNY H. RA DATE

CONTRACTOR

Animal Samaritans

By: Frederick Saunders Jr.

FREDERICK L. SAUNDERS JR
Type or Print Name

Date: 9/22/2009

EXHIBIT A

SCOPE OF SERVICE

(Spay, Neuter, and other Clinical Services)

I. CONTRACTOR will provide primary spay and neuter services of felines and canines at the request of Riverside County Department of Animal Services ("DAS").

II. CONTRACTOR will continue to surgically spay and neuter feral felines that are captured and brought to their facility for the purposes of spay or neuter and release.

1. Feral felines may be captured via animal traps available through CONTRACTOR or DAS.
2. CONTRACTOR will "tip" the ears of spayed or neutered feral cats as required for future identification.

III. CONTRACTOR will not provide euthanasia, except in cases of feline FELV/FIV, or cases in which it may be more humane to provide such services. Should said animal have been adopted from DAS, CONTRACTOR will contact DAS to inform them of the disposition.

IV. Overnight boarding and hospitalization, delivery and pick-up

1. CONTRACTOR does not have the facilities for overnight accommodations
2. Animals are expected to be picked up by 5:00 p.m. on the day of surgery.
3. DAS will deliver animals to CONTRACTOR for surgery. Post surgery, animals that have been adopted to the general public will be picked up by their new owner and unadopted animals will be picked up by DAS staff the same day.

V. Emergencies

1. Should an emergency medical condition or event occur, CONTRACTOR will contact DAS and advise.

VI. Other Services

Upon mutual agreement, CONTRACTOR will act in consortia with DAS to:

1. Conduct humane education seminars and informational meetings

2. Joint press releases and public information

3. Place animals for adoption through CONTRACTOR

VII. Veterinarian

1. Spay and Neuter surgical services will be performed at CONTRACTOR by a licensed veterinarian qualified to perform surgery.

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EXHIBIT B

PAYMENT PROVISIONS

CONTRACTOR shall be entitled to receive payment for services rendered as specified herein:

1. Fee Schedule:

1.1 Spay and Neuter

Canine	$75.00
Feline	$50.00
Feral felines:	$15.00

1.2 Reimbursement for Clinical Services

COUNTY shall pay CONTRACTOR the following rates when, in the course of the sterilization procedure, an unanticipated but necessary procedure is required, or said procedure is performed at the request of COUNTY. Appropriate paperwork identifying such surgery must accompany original invoice submitted for payment.

Additional charges:

Spay pregnant female	$15.00
Animals in heat	$15.00
Hernia	$15.00
Crypt Orchid males	$15.00

1.3 Reimbursement for Vaccination and Microchip Services

COUNTY shall pay CONTRACTOR the following rates when CONTRACTOR provides such services to unadopted animals at the COUNTY'S request. All such services rendered to animals who have been adopted, will be charged to the new owner at time of pickup from

CONTRACTOR unless otherwise agreed upon in writing with COUNTY designating that COUNTY will pay for such services for a particular animal.

Vaccinations, upon request:

Feline FVRCP	$12.00 per vaccination
Feline FELV	$12.00
Rabies	$12.00
Canine DHPPC	$12.00 per vaccination
Canine rabies, required for license	$12.00
Deworm	$10.00
Microchip implant	$15.00

2. Animal Licensing:

COUNTY shall provide, at their own expense, animal licensing forms and envelopes for citizens to use to purchase a dog license. COUNTY will also provide a secure drop box for residents to place their sealed envelope in and will remove envelopes at least once per week. COUNTY will be the sole party to access the drop box and its contents. CONTRACTOR will provide such forms and envelopes to constituents if they request to purchase an animal license.

3. Rabies Vaccinations:

CONTRACTOR shall submit to COUNTY, on a monthly basis in arrears, copies of completed rabies certificates for all animals four months or older who were vaccinated by CONTRACTOR or adopted out by CONTRACTOR to unincorporated County residents.

4. Invoice:

4.1 COUNTY agrees to pay acceptable invoice(s), as per requirements in item 4.2 below, submitted by CONTRACTOR net 30 days of date of submission of error free invoice.

4.2 Invoice(s) are constituted by the following:

4.2.1 Itemized actual expenses incurred, CONTRACTOR'S name, address, date, animal identification number and purchase order number (to be established after contract is amended).

4.3 CONTRACTOR shall submit invoice(s) on a daily basis, or the following work day if the services are performed on a weekend, by fax to the Department of Animal Services, Contract Billing Division, or to the following address for processing:

Riverside County Community Health Agency

Department of Animal Services

5950 Wilderness Avenue

Riverside, CA 92504

4.3.1 Invoices submitted after 45 days of completion of services will not be accepted, except on a limited case-by-case basis, as approved by the Director or his/her designee.

4.3.2 Total amount of compensation to CONTRACTOR shall not exceed seventy thousand dollars ($70,000).

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FORM APPROVED COUNTY COUNSEL
BY: JHNY H. RA DATE 11/12/09

Departmental Concurrence

945

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

FROM: Community Health Agency, Department of Animal Services

SUBMITTAL DATE: November 12, 2009

SUBJECT: Ratification of the First Amendment to the Agreement with the City of Palm Desert for Field Services (Contract #07-065)

RECOMMENDED MOTION: That the Board of Supervisors:

1) Ratify the First Amendment between the City of Palm Desert and the County of Riverside, Department of Animal Services, for the performance period of July 1, 2009, through June 30, 2010, in the amount of $119,077 to provide field services;

2) Authorize the Chairperson to execute six (6) original copies of the Amendment on behalf of the County of Riverside;

3) Direct the Clerk of the Board to retain one original copy of the Amendment and return the remaining original copies of the Amendment to the Community Health Agency on behalf of the Riverside County Department of Animal Services for further processing; and,

4) Authorize the Purchasing Agent to sign amendments not to exceed authorized amounts.
(Continued)

RM/pmg

Robert Miller, Director of Animal Services

FINANCIAL DATA				
	Current F.Y. Total Cost:	$ 119,077	**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: 100% funded by the City of Palm Desert

Positions To Be Deleted Per A-30 ☒

Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION:

APPROVE
BY: Debra Cournoyer

County Executive Office Signature

☒ Policy ☒ Policy
☐ Consent ☐ Consent

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

Prev. Agn. Ref.: 1/15/08, item 3.6. **District:** 4 **Agenda Number:** 3.46

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

BACKGROUND:
The Department of Animal Services (DAS) has been providing field services for the City of Palm Desert (City) since 2003 in order to safeguard the City's domestic and wild animals, promote the humane treatment of animals, and enforce the City's Ordinances and State laws relating to animal control. The City's animals are housed at the County-run shelter at the Coachella Valley Animal Campus.

The original contract was approved by the Board of Supervisors on November 25, 2003, item 3.9, with subsequent annual amendments approved through FY07/08. A new Memorandum of Understanding (MOU) was initiated for FY08/09, approved by the Board of Supervisors on January 15, 2008, item 3.6, with this being the first amendment to that contract.

Changes made pursuant to the amendment were mainly housekeeping adjustments, such as updating the regular field services hours and priority of calls to reflect those that the Animal Control Officers currently work, adjusting the standby response time, and omitting all verbiage that pertained to shelter care, as that is currently covered in the shelter contract between the City and County.

As per Board Policy A-30, staff positions shall be deleted should the agreement be terminated.

FINANCIAL IMPACT:
The FY09/10 contract has increased by $27,690 from FY08/09. This is due to an increase in the amount of standby services necessitated by the City.

Funding in the amount of $119,077 has been included in the FY09/10 budget; therefore, no additional County funds are required.

FIRST AMENDMENT

TO THE MEMORANDUM OF UNDERSTANDING

BETWEEN

RIVERSIDE COUNTY DEPARTMENT OF ANIMAL SERVICES

AND

CITY OF PALM DESERT

(Field Services to City)

That certain Agreement between the County of Riverside through its Community Health Agency, Department of Animal Services (COUNTY) and City of Palm Desert (CITY), approved on January 15, 2008, Item 3.6, is hereby amended for the first time, effective July 1, 2009, as follows:

- To increase the amount of compensation for Fiscal Year 09/10 from ninety-one thousand, three-hundred eighty-seven ($91,387) to one-hundred nineteen thousand dollars, seventy-seven dollars ($119,077);
- To amend section IV. "Compensation," to include the following sentence at the end of the first paragraph: "The billable mileage rate shall reflect the current IRS rate and be adjusted as necessary."
- To delete the language of section VIII. "Termination" and replace it with the following language: "The CITY may terminate this contract upon 30 days written notice to the COUNTY and the COUNTY may terminate this contract with the same 30 days written notice to the CITY stating the extent and effective date of termination. COUNTY shall be entitled to compensation for all services rendered prior to and including the termination date."
- To delete "Exhibit A – Scope of Service" in its entirety and replace it with the new "Exhibit A – Scope of Service", attached hereto;
- To delete "Exhibit C - Fiscal Year Budget" in its entirety and replace it with the new "Exhibit C - Fiscal Year Budget", attached hereto;
- All other terms and conditions of this Agreement are to remain unchanged.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Amendment.

COUNTY OF RIVERSIDE

By _____

Chairman, Board of Supervisor

Attest _____

By: _____

Date: _____

PMG: mecc

CITY

City of Palm Desert

By _____

Robert A. Spiegel, Mayor

Type or Print Name

Date August 27, 2009

ATTEST:

Rachelle D. Klassen, City Clerk

FORM APPROVED COUNTY COUNSEL

BY: _____ 11/12/09

JIMMY H. RA DATE

EXHIBIT A

SCOPE OF SERVICE

DEFINITIONS: Services are those enforcement activities rendered by County pursuant to the relevant sections of City Ordinance and related State codes and are assembled for expediency into two categories: Emergency and Non-Emergency. Priority Ranking refers to the order of priority with which a call will be handled. All calls will go directly to the dispatcher or assigned clerical staff for relay to the Animal Control Officer. If a call is "exceptional," as defined on page 3 of this Exhibit, it will be referred to the Supervisor for evaluation and processing.

I. Enforcement of Regulations

Enforce all provisions of CITY regulations pertaining to animals, including the issuing of warning notices or citations as appropriate for violation of said regulations in accordance with the powers and authority set forth in State law and CITY ordinances, including nuisance and noise violations.

II. Operating Hours and Field Services

COUNTY shall assign one field service person per day in the performance of the functions specified in this paragraph. Routine field services will be performed during the regular working hours of 7:30 a.m. and 5:00 p.m., five (5) days a week. These hours may be adjusted by mutual agreement in writing between the COUNTY and CITY due to changing daylight hours or service conditions throughout the year. The field service activities include but are not necessarily limited to: routine patrols, rescues, investigation of cruelty complaints, court appearances, impoundment of dangerous, wild, injured or loose animals and removal of dead animals. COUNTY shall assign employees, as necessary, to duty at all times to meet the specified field service levels and animal care standards of this MOU.

III. Priority of Calls

An Animal Control Officer will respond to animal medical emergencies and other emergencies involving danger to humans within 30 minutes or less during regular service hours, Monday through Friday, and within 60 minutes or less on Saturdays and Sundays and after regular service hours and holidays, factors affecting response time including traffic congestion or other hindering circumstances uncontrollable by the County. Response time to non-emergency calls will be within 24-hours.

A) Calls considered as Emergencies to be handled Without Delay during Field Regular Working Hours, Monday through Friday; 7:30 a.m. to 5 p.m.

I. PRIORITY ONE RANKING:

1. Animals endangering health or safety of the community.
2. Aggressive stray animals at large on school grounds or playground.
3. Quarantined biting animals.

II. PRIORITY TWO RANKING:

1. Sick or injured stray animals.
2. Animals in distress.
3. Humane investigations – life threatening. (Depending on immediate circumstance, priority 2 or 4)

III. PRIORITY THREE RANKING:

1. Police Department requests for service.

IV. PRIORITY FOUR RANKING:

1. Livestock or equine at-large.

V. PRIORITY FIVE RANKING:

1. Dead animals on public property (streets).

B) Calls Considered as Emergencies to be Handled Without Delay After Normal Service Hours and Holidays.

I. Animal endangering health or safety of the community.

II. Police Department requests for emergency service.

III. Sick or injured stray animals.

IV. Animals in distress.

V. Humane investigations – life threatening.

C) Calls Considered as Non-Emergency to be handled Within 24-Hours During Regular Business Hours:

I. Pick up confined, healthy, stray-animals.

II. Dead animals on private property.

III. Animals being released from quarantine.

IV. Leash law enforcement.

V. Nuisance animal investigations.

VI. Permit investigations.

VII. Dog license enforcement.

Exceptions:

The Animal Control Director or the deputies of the Animal Control Director may, on a case-by-case basis, authorize variations of priority when circumstances require. Qualifying incidents will be determined by the responding officer on each of the above listed.

IV. Trapping

Provide advice and assistance in setting a humane trap for an animal at large or a wild animal on public or private property, utilizing a CITY or COUNTY trap or the resident's private trap. COUNTY shall not be required to move belongings or maintain on-premises surveillance, unless in the opinion of the Director of Animal

Services or the responding Animal Control Officer there is a direct, clear and present danger to human life. COUNTY will provide traps for the above mentioned purposes to CITY residents and/or the CITY may purchase traps for the above mentioned purposes to be used only for CITY residents. Traps will be available to CITY residents on a first come, first served basis. COUNTY will provide CITY residents with traps at no charge and will bill the CITY monthly for trap rental at the cost of twenty dollars ($20.00) per week and two dollars ($2.00) for each additional day. Billing for said trap service will be submitted to the CITY monthly in arrears. COUNTY is not required to provide vector control services under the provisions of this contract.

V. Veterinary Services

The City shall be responsible for the payment of veterinarian fees incurred as a result of the enforcement of any humane enforcement including, but not limited to the enforcement of Penal Code 597. All attempts will be made to recover these funds from the animal owner; however, all unrecovered funds shall be paid by the City and be added to the monthly billing. The City reserves the right to attempt collection directly from the animal owner of any unrecovered funds that have been billed and paid by the City.

VI. Local Vaccine Clinics

COUNTY shall conduct two (2) vaccination clinics per year within CITY limits as determined by CITY staff. Each vaccination clinic will consist of one (1) Veterinary Surgeon, one (1) Registered Veterinary Technician, one (1) License Inspector and one (1) Office Assistant II for a total of six (6) hours of service (5 hours at the clinic and one (1) hour driving time). Additional vaccination clinics within CITY limits may be provided at said rate and upon mutual agreement between CITY and COUNTY. Cost of said clinics will be outlined in the annual budget (Exhibit C) for each Fiscal Year.

VII. Collection of Fees, Revenues and Donations

The COUNTY shall collect all revenues, fees and donations. All fees collected shall belong to the COUNTY unless otherwise stated in this MOU. All fines and

forfeitures received by the CITY shall belong to the CITY. Donations shall become the [property of the COUNTY and will be used for the treatment and care of all animals impounded. All fees collected by the COUNTY will be applied by the COUNTY to offset the costs incurred to conduct animal control services within the CITY.

The COUNTY shall maintain and keep records of all expenditures and obligations incurred pursuant to this contract and all income and fees received thereby according to generally recognized accounting principles *on a* daily, weekly and monthly basis.

City gives County permission to offer payment plans and waive fees for City residents on a case by case basis as approved by the Director or his/her designee. No payment plan or waiver of fees shall be given for rabies vaccinations, animal licenses or State mandated fees.

Fees shall be charged for, but not limited to, the following services:

A. Dog Licenses – The COUNTY will be the duly appointed agent to collect all fees related to the CITY'S animal control licensing program. The COUNTY will sell dog licenses at the animal shelter and in the field, provide for license renewal by mail and provide and service a license renewal base at Palm Desert City Hall. All dog license fees collected, with the exception of a $5.85 administrative fee, shall be returned to the CITY on a monthly basis following the month that they were collected. An accounting report showing the amount of licensing fees collected will be provided to the CITY on a monthly basis to keep an accurate account balance.

B. Spay and Neuter Deposits – In accordance with the Food and Agriculture Code, Sections 30503 and 31751, the COUNTY shall spay and neuter every dog and cat adopted from the animal shelter. Deposits will be held by the COUNTY and reimbursed directly to those who obtain valid releases within the allotted time.

C. Rabies Vaccination Deposit

D. Impound Fees

E. Kennels and Catteries

F. Licenses and Penalties – Revenues may be collected by cash or check. Receipts shall be provided to all individuals making such payment. Copies of such receipts shall be recorded and inventoried, and such receipts numbered sequentially.

VIII. Qualifications and Training for Animal Control Officer(s)

Any persons employed by the COUNTY for performance of animal control services under this MOU are not employees of the CITY nor are they entitled to any of the rights and benefits associated with CITY employment. But, in the event and to the extent that COUNTY employees may legally require official CITY status or deputization in order to carry out their duties under this contract including enforcement of laws pertaining to animal control, the CITY hereby bestows upon them such limited official status.

All COUNTY employees shall be fingerprinted and photographed, and a background check shall be made by the CITY upon request.

Animal Control Officer and Animal Care Technician job descriptions shall be provided to CITY upon request. All Animal Control Officer and Animal Care Technicians must possess and hold the following licenses and certificates:

A. California Driver's license.

B. Animal Control Officers must be certified by the Commission on Peace Officer Standards and Training (POST) pursuant to Penal Code section 832. (PC832)

C. Attend twenty (20) hours of classroom training covering animal regulations, animal handling and animal care within six (6) months of employment.

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County of Riverside, Community Health Agency

Department of Animal Services

(With carpool expense and animal control box)

EXHIBIT C

CITY OF PALM DESERT - FY09/10 Budget

Field Services

Personnel

	1 FTE
Animal Control Officer	
Salary	$39,423
Benefits	$19,613
Worker's Compensation	$1,160
Sub-total Salaries/Benefits	$60,196
**Stand-by Animal Control Officer	
Time: @17 hours/mo. x $55.00/hour x 12 mos.	$11,220
Mileage: @.55/mile x 300 miles/mo. X 12 mos.	$1,980
Sub-total Standby Expense	$13,200
Total Personnel Expense -Field Services	**$73,396**

Supplies and Other Charges

Supplies and Other Charges (Uniforms, communication equipment, hand tools, pharmaceuticals, over head, etc.)	$30,098
Carpool Expense (Truck Lease/Maintenance)	$6,970
Animal Licensing Fee (1250 x $5.85)	$7,313
Trap Rentals (65 x $20)	$1,300
Total Supplies/Other Charges - Field Services	**$45,680**

Veterinary Services Charges

Vaccine Clinic (2 times annually @ $885.00 per clinic)	$1,770
Total Veterinary Services Charges:	**$1,770**
Grand Total - Field Services	**$119,077**

Comments:

**Amounts are estimates and may change depending on actual use.

as of 6/10/09 PMG

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

Dep't Recomm.: ☒ Policy ☐ Consent

Per Exec. Ofc.: ☒ Policy ☐ Consent

Prev. Agn. Ref.: 10/21/08 3.16 | **District:** All | **Agenda Number:** 3.47

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	195600930B5

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

12. PROJECT PERIOD	13. BUDGET PERIOD
09/20/2008-08/31/2010 GMB	~~9/30~~ 9/20/2009-8/31/2010 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)

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

3.21

On motion of Supervisor Stone, seconded by Supervisor Ashley and duly carried, IT WAS ORDERED that the recommendation from Community Health Agency/Environmental Health regarding acceptance of the Grant Agreement with Department of Health and Human Services – Food and Drug Administration is continued to Tuesday, November 24, 2009 at 9:00 a.m.

Roll Call:

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

I hereby certify that the foregoing is a full true, and correct copy of an order made and entered on November 3, 2009 of Supervisors Minutes.

WITNESS my hand and the seal of the Board of Supervisors
Dated: November 3, 2009
Kecia Harper-Ihem, Clerk of the Board of Supervisors, in
(seal) and for the County of Riverside, State of California.

By: Candace Southern Deputy

AGENDA NO.
3.21

xc: CHA/Env. Health, COB

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

921

FROM: Community Health Agency / Department of Public Health

SUBMITTAL DATE: November 9, 2009

SUBJECT: Approve the Agreement between the County of Riverside Department of Public Health (DOPH) and the California Department of Public Health (CDPH) to accept 25% advance payment for 2009-10 PHER H1N1 Phase III Allocation.

RECOMMENDED MOTION: That the Board of Supervisors:

1) Approve the Agreement between the County of Riverside Department of Public Health (DOPH) and the California Department of Public Health (CDPH) to accept 25% advance payment for 2009-10 Center for Disease Control (CDC) Public Health Emergency Response (PHER) H1N1 Phase III Allocation in the amount of $791,147; and

2) Authorize the Chairperson to sign four (4) originals of said Agreement on behalf of the County.

FORM APPROVED COUNTY COUNSEL
BY: NEAL R. KIPNIS DATE

Departmental Concurrence

KS:pg

Susan D. Harrington
Susan Harrington, Director of Public Health

FINANCIAL DATA				
	Current F.Y. Total Cost:	$791,147	**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: 100% federally funded by the Centers for Disease Control and Prevention and the US Department of Health and Human Services through the California Department of Public Health.

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

☐ Consent ☐ Policy

☒ Consent ☒ Policy

Dep't Recomm.:

Per Exec. Ofc.:

Prev. Agn. Ref.:

District: All

Agenda Number: 3.48

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD

SUBJECT: Approve the Agreement between the County of Riverside Department of Public Health (DOPH) and the California Department of Public Health (CDPH) to accept 25% advance payment for 2009-10 PHER H1N1 Phase III Allocation.

BACKGROUND: The DOPH was awarded $3,164,588 for vaccine distribution, antiviral distribution and dispensing, and community mitigation efforts for the H1N1 Influenza A pandemic. Based on the escalation of the H1N1 Influenza A pandemic virus and the imminent need to implement vaccination campaigns, the California Department of Public Health (CDPH) is releasing $791,147 (25%) of the total Phase III award prior to the approval of grant budgets and work plans. Once the budgets and work plans have been approved by CDPH, they will send a contract to Riverside County that will include provisions for obtaining the remaining 75% of the funds. Once received, the contract will be forwarded for approval by the Riverside County Board of Supervisors.

State of California—Health and Human Services Agency
California Department of Public Health

MARK B HORTON, MD, MSPH
Director

ARNOLD SCHWARZENEGGER
Governor

Agreement to Allocate Centers for Disease Control and Prevention, Public Health Emergency Response (PHER) Phase III Funds

On April 28, 2009, Governor Schwarzenegger issued a Proclamation of Emergency which included orders requiring CDPH to take all necessary actions to respond to H1N1 outbreak. This order was reissued on October 5, 2009. The Governor ordered that the California Department of Public Health (CDPH) enter into such contracts as it deems appropriate to provide services, material, personnel and equipment to supplement the extraordinary preventive measures implemented by Local Health Departments (LHD). Based on the imminent need to plan and prepare for an escalation of H1N1 and the administration of vaccinations to large segments of the California population, this contract letter serves as a mechanism for expeditious release of federal Public Health Emergency Response (PHER) Phase III H1N1 supplemental funds to LHDs to plan, prepare for, and respond to an H1N1 Influenza pandemic.

By signing this agreement and accepting these funds, each LHD agrees to spend funds according to federal and State requirements and commits to submitting a workplan and budget for the funding stream included under this agreement. Once this signed agreement is received, CDPH will issue the first 25% of the federal (PHER) Phase III H1N1 supplemental funds.

LHDs are required to use PHER Phase III funds to address gaps in capabilities for the H1N1 mass vaccination program and to support activities related to implementation of the mass vaccination program. Specifically, PHER Phase III funds shall support vaccine administration by the LHD and Tribal entities as well as enhancing the capabilities of the private sector to administer vaccine.

LHDs are encouraged to assess mass vaccination readiness through review of after-action reports (AARs) of previous exercises/real events and identification of preparedness gaps by using the CDC Gap Analysis Tool included in the 2009-10 Application Guidance (Attachment 18).

2009-10 Local Guidance for CDC Public Health Emergency Response Funds – PHER Phases I and II (Section Five in the Local Guidance Narrative) references vaccine campaign activities, including recruitment and preparation of vaccinators, administration of vaccine, tracking and reporting of administered vaccine, and communications with internal and external partners. CDPH will also issue Local Guidance specific to PHER

Phase III that describes the formal process and timeline for LHD submission and subsequent review and approval of the workplan and budget by CDPH.

This agreement incorporates by reference the following federal and State guidance documents:

- Centers for Disease Control and Prevention (CDC), Public Health and Social Services Emergency Fund, PHER Phase III, Funding for the Implementation of the Pandemic (H1N1) 2009 Influenza Vaccination Campaign.

  PHER Phase III is intended to supplement PHER Phase I which provides guidance and funds for vaccination planning, laboratory testing, epidemiology, surveillance, and other associated pandemic preparedness and response activities, and PHER Phase II which provides guidance and funding to further accelerate mass vaccination planning for a vaccination campaign for H1N1 influenza in the fall of 2009.

- CDPH Novel H1N1 Mass Vaccination Operational Plan (September 2009)

- The Local Allocation table for Phase III funding stream (See attachment).

LHDs are required to submit their mass vaccination plan to CDPH and adhere to State and federal reporting requirements.

CDPH expects that a portion of the funds will be used to fund temporary personnel costs, including LHD staff costs, associated with mass vaccination, contracting with vaccinators to vaccinate on behalf of public health agencies, and other models for funding temporary mass vaccination personnel.

Other recommended activities include the following:

- Planning for large-scale mass vaccination campaign
  - Administering vaccine at public health-organized clinics or other venues and point-of-dispensing (POD) sites organized on behalf of LHDs
  - Maintaining cold-chain storage capacity where needed
  - Develop and implement plans to immunize healthcare workers to minimize absenteeism and maximize the healthcare workforce available to manage the surge resulting from a pandemic influenza event

- Communications to the public
  - Implementing communication strategies, in coordination with CDPH, to reach the public, especially those priority groups identified in the Advisory Committee on Immunization Practices (ACIP) recommendations, with an emphasis on the importance of receiving H1N1 vaccination as a priority community mitigation strategy
    These recommendations may be found at:
    http://www.cdc.gov/mmwr/preview/mmwrhtml/rr5810a1.htm

- Identifying medically vulnerable populations and providing access to vaccinations through mobile vaccination teams, home-based vaccination, institutional vaccination, outreach teams, or other similar means
- Collaborating with medical providers, media and the public to ensure that target groups for vaccination participate in the vaccination program
- Providing the public with vaccine administration site addresses

- Tracking of administered vaccine
  - Monitor and comply with federal requirements to track doses for the recording of aggregate and individual-level information on doses of novel influenza vaccine

Required Signatures:

Local Health Department

FORM APPROVED COUNTY COUNSEL
BY: NEAL R. KIPNIS DATE

Organization

Address

Authorized Representative of LHD (print name)

Signature

Date _____

California Department of Public Health

Elisabeth H. Lyman
Deputy Director
Public Health Emergency Preparedness

Signature Date

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

907

FROM: Community Health Agency/Department of Public Health

SUBMITTAL DATE: September 15, 2009

SUBJECT: In-Principle approval to seek leased space in Desert Hot Springs for the Department of Public Health, Women, Infant and Children (WIC) Supplemental Nutrition Program.

RECOMMENDED MOTION: That the Board of Supervisors grant in-principle approval to the Community Health Agency to seek leased space in Desert Hot Springs for the Department of Public Health, Women Infants and Children (WIC) Program.

BACKGROUND:
The Community Health Agency, Department of Public Health, Nutrition Services Branch is interested in acquiring space of approximately 2750 square feet to operate a WIC site. Based on Medi-Cal eligibility data, there are over 4500 potential WIC eligible clients residing in the Desert Hot Springs area and less than 2200 currently receive WIC services. Desert Hot Springs WIC participants currently travel to Indio, Palm Springs or Cathedral City to access WIC. The primary barrier to receiving WIC services in this region is geographical location of WIC sites and lack of transportation.
(continued on Page 2)

Susan D. Harrington

GH:nw

Susan D. Harrington, Director of Public Health

FINANCIAL DATA				
	Current F.Y. Total Cost:	$ 17,160	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: 100% Federal WIC funding

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:** 5 | **Agenda Number:** 3.49

BACKGROUND: (continued)

State WIC awarded Riverside County 4,100 additional caseload in March 2009 with a potential for 4000 additional caseload to be awarded in October 2009. Adding a new site in Desert Hot Springs will provide WIC to this underserved community and help us meet State direction of serving 97% of Riverside County's WIC eligible population.

The space requirements to meet Federal WIC program guidelines for security, safety and client confidentiality are as follows:

a) Dedicated rooms for WIC certification, individual education/counseling and secured voucher/printer storage. These rooms will need to be secured by a lock available only to WIC.
b) Dedicated group education space to accommodate 25-40 participants with children and strollers.
c) Waiting area either shared or separate to accommodate 30-40 participants with children and strollers.
d) Facility access for space is 5 days per week between the hours of 7:30 a.m. to 6:00 p.m., with potential for evening and week-end appointments.
e) Dedicated parking for three to four staff and 40 participants.

RIVERSIDE COUNTY
Economic Development Agency

ENDORSEMENT

Community Health Agency
Leased Space in Desert Hot Springs/Eastern Riverside County

Economic Development Agency concurs with this request from the Community Health Agency for 2,750 square feet of leased office space in Eastern Riverside County. There is no County owned space available meeting this requirement. The request meets County space Standards.

The information listed below summarizes the requirements provided by the Community Health Agency.

Lead Time:	Six (6) Months
Size:	2,750 Square Feet
Term:	Five Years
Lease Cost:	$1.00 per Square Foot
RCIT Costs:	$54,100.00
Services:	County pays for electric and telephone service, Lessor to provide all other services.

By: _____
Robert Field
Assistant County Executive Officer/EDA

CC:jw
10/07/09

13.015

714

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

FROM: Community Health Agency/Department of Public Health

SUBMITTAL DATE: October 14, 2009

SUBJECT: Approval of the Agreement between the Riverside County Community Health Agency and the BP West Coast Products for the Childhood Asthma Program.

RECOMMENDED MOTION: That the Board of Supervisors:

1) Approve the Agreement between the Riverside County Community Health Agency and the BP West Coast Products in the amount of $349,836 for the performance period of January 1, 2010 through December 31, 2010;
2) Authorize the Chairperson of the Board to sign four (4) originals of the Agreement on behalf of the County; and
3) Direct the Auditor-Controller to adjust the FY 09/10 budget as detailed in Schedule A

BACKGROUND: The BP West Coast Products has awarded the Department of Public Health funding in the amount of $349,836 from January 1, 2010 through December 31, 2010. The total award will be split over FY 09/10 ($174,918) and FY 10/11($174,918). The funding allows for expansion of the Childhood Asthma Program services to the families of Western Riverside County. Asthmatic children, ages 0-18, and their parents will receive in-home asthma education, environmental assessments to reduce allergens/irritants, and instruction on medication delivery devices. Past program accomplishments have resulted in improved quality of life for asthmatic children and their families.

Susan D. Harrington

Susan Harrington, Director
Department of Public Health

GH:ce

FINANCIAL DATA				
	Current F.Y. Total Cost:	$ 174,918	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% funded by BP West Coast Products

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

FISCAL PROCEDURES APPROVED
ROBERT E. BYRD, AUDITOR-CONTROLLER
BY [signature] 10/20/09
SUSANA GARCIA-BOCANEGRA

Departmental Concurrence

FORM APPROVED COUNTY COUNSEL
BY: [signature] DATE
NEAL R. KIPNIS

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

Prev. Agn. Ref.: | **District:** 4 & 5 | **Agenda Number:** 3.50

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

Form 11
Community Health Agency
CHA – BP West Coast Products/AQMD

SCHEDULE A
Community Health Agency
Department Of Public Health

Budget Adjustment
Fiscal Year 2009/2010

INCREASE IN APPROPRIATIONS:

10000-4200100000- 510040	Regular Salaries	89,992
10000-4200100000- 518100	Budgeted Benefits	41,016
10000-4200100000- 523700	Office Supplies	375
10000-4200100000- 522860	Medical-Dental Supplies	8,500
10000-4200100000- 523780	Printed Forms	250
10000-4200100000- 520330	Communication Services	2,409
10000-4200100000- 527840	Training-Education/Tuition	500
10000-4200100000- 523760	Postage-Mailing	100
10000-4200100000- 529040	Private Mileage Reimbursement	2,624
10000-4200100000- 527780	Special Program Expense	1,250
10000-4200100000- 526700	Rents/Lease Buildings	12, 000
10000-4200100000- 524500	Administrative Support-Direct	15,902
		$174,918

INCREASE IN ESTIMATED REVENUE:

10000-4200100000- 774500	Health Services	$174,918

PUBLIC BENEFITS OVERSIGHT COMMITTEE
GRANT AWARD AGREEMENT

Riverside County Department of Public Health

A. PURPOSE OF GRANTEE

Riverside County (GRANTEE or Riverside County) is a political subdivision of the State of California.

B. PURPOSE OF AWARD

BP West Coast Products, LLC ("BP" or "GRANTOR") hereby grants an award to GRANTEE, for the purposes set forth in Attachment I. The March 2005 Settlement Agreement between the South Coast Air Quality Management District ("AQMD") and BP specifies that BP will fund a public benefit program that addresses conditions caused or exacerbated by the health effects of air pollution, or results in air pollution prevention or reduction. The community benefit programs are to be selected by a Public Benefits Oversight Committee (the "Oversight Committee"), as established by the Settlement Agreement. Funds are paid by BP to the recipients selected by the Oversight Committee. GRANTEE was selected by the Oversight Committee to receive funding under the terms and conditions set forth in this Agreement.

C. AMOUNT OF AWARD/PERFORMANCE SCHEDULE

The amount of the award and the time for performance of activities shall be as set forth in Attachment I.

D. CONDITIONS OF AWARD

GRANTEE agrees to accept the award only under the following conditions:

1. Compliance with Activities. GRANTEE shall perform the activities set forth and described in Attachment I.

2. Written Budget and Status Reports. GRANTEE has provided a Budget for this grant program, incorporated herein as Attachment II. GRANTEE shall also provide the Oversight Committee written budget and status reports as specified in Attachment I.

3. Management of Award. GRANTEE shall manage the award funds as follows: (a) all award funds shall be segregated, (2) all disbursements shall be accounted for, and (3) a budget report shall be prepared and submitted as specified in this Agreement.

4. Identification of GRANTOR as Sponsor. GRANTEE shall ensure that GRANTOR and AQMD are clearly identified as sponsor or support organization on all outreach or promotional material, presentations, advertising, and training or education materials, funded by this grant.

5. Expenditure of Funds. GRANTEE shall expend the funds only for the purposes described in Attachment I. Any funds not expended as contracted for or committed during the term of the grant period, as described in Attachment I, must be returned to GRANTOR within thirty (30) days of the grant's termination date. If GRANTEE obtains the permission of the Oversight Committee, GRANTEE may modify the budget items as changes in circumstances dictate. GRANTEE shall not use the grant funds for participation or intervention in any political campaign (including the publishing or distribution of statements) on behalf of or in opposition to any candidate for public office or for carrying on propaganda, or otherwise attempting to influence legislation or for participation in any political initiative, referendum or voter registration drive.

6. Grantee's Status as a Qualified Charitable Contribution Recipient. This grant is specifically conditioned upon GRANTEE's status as a government entity, qualified to receive deductible charitable contributions under Internal Revenue Code Section 170(c)(1) and related IRS Regulation Section 1.170A-9(d). GRANTEE warrants and represents that GRANTEE is exempt from Federal income tax under section 115 of the Internal Revenue Code, therefore, no tax determination letter is required. GRANTEE shall immediately notify GRANTOR in writing of any change or potential change in GRANTEE's status as qualified to receive deductible charitable contributions.

7. Return of Funds. GRANTEE shall return to GRANTOR any unexpended funds granted to it by GRANTOR if (i) GRANTOR, upon recommendation by the Oversight Committee, determines that GRANTEE has not performed in accordance with the terms of this Agreement or the GRANTEE's grant program or budget approved by GRANTOR or (ii) the grant subject to this Agreement, or this Agreement itself, expires or terminates or is terminated or deemed or rendered void for any reason.

8. Records, Audit, Site Visits. GRANTEE shall be responsible for maintaining adequate financial records of this grant program. GRANTOR reserves the right, upon written notice, to review GRANTEE's books and records relating to the expenditure of any funds provided by GRANTOR.

9. No Further Obligations by GRANTOR. This grant is made with the understanding that GRANTOR has no obligation to provide other or additional support or grants to GRANTEE.

10. Travel, Conferences, and Food Expenses. GRANTEE will not use grant funds to pay for travel, conferences, or food expenses, unless specifically set forth in Attachment I.

11. Licensing and Credentials. GRANTEE hereby agrees to maintain or requires others to maintain, in full force and effect, all required governmental or professional licenses and credentials for itself, its facilities, and for its employees and all other persons engaged in work in conjunction with this award.

12. Management and Organizational Changes. GRANTEE hereby agrees to provide immediate written notice to GRANTOR if significant changes or events occur during the term of this award that could potentially affect the outcome of this award, including, without limitation, changes in GRANTEE's management personnel or losses of funding.

E. GENERAL PROVISIONS

1. Independent Contractors. The parties to this Agreement are independent contractors, and neither shall be deemed to be the employee or the agent of the other.

2. Applicable Law. This Agreement shall be governed by the applicable laws of the State of California.

3. No Assignment. This Agreement shall be void if assigned. Neither party shall subcontract its obligations under this Agreement, except upon prior written consent of the other party.

4. Amendments. This Agreement shall not be amended except by written agreement by the parties' duly authorized representatives.

5. Entire Agreement. This Agreement is the entire Agreement between the parties and supersedes any prior agreements, representations or warranties with respect to the subject matter hereof.

6. Notices. Any notices, written budgets or status reports required to be submitted by the GRANTEE shall be sent to the Oversight Committee, as follows:

BP/AQMD Public Benefits Oversight Committee
c/o Jean Ospital, Health Effects Officer
South Coast Air Quality Management District
21865 Copley Drive
Diamond Bar, CA 91765-4178

Any notices or approvals required from the Oversight Committee or GRANTOR shall be sent to the GRANTEE as follows:

Riverside County Department of Public Health,
Health Education
c/o Consuela T. Edmond, CHA Program
Coordinator II – Childhood Asthma Program
4065 County Circle Drive
Los Angeles, CA 92503
(951) 358-4977
cedmond@co.riverside.ca.us

Either GRANTOR or GRANTEE may change the address for notification by informing the other party in writing.

7. Indemnification. GRANTEE agrees to hold harmless and indemnify GRANTOR, its officers, employees, agents, representatives, and successors-in-interest against any and all loss, damage, cost, lawsuits, demands, judgments, legal fees or any other expenses which GRANTOR, its officers, employees, agents, representatives, and successors-in-interest may incur or be required to pay by reason of any injury or property damage arising from the negligent or intentional conduct or omission of GRANTEE, its employees, its subcontracts, or its agents in the performance of this Agreement.

GRANTOR:	GRANTEE:
BP West Coast Products, LLC	Riverside County Department of Public Health
By:_____	By:_____
Title:_____	Title:_____
Date:_____	Date:_____

FORM APPROVED COUNTY COUNSEL
BY: NEAL R. KIPNIS DATE

ATTACHMENT I

STATEMENT OF WORK

BP/AQMD PUBLIC BENEFITS OVERSIGHT COMMITTEE GRANT AWARD TERMS AND CONDITIONS

Riverside County Department of Public Health

1. ACTIVITIES TO BE FUNDED BY AWARD:

The monies from this award will be used by GRANTEE, the Riverside County Department of Public Health (DOPH) Childhood Asthma Program (CAP), to provide case management and education services to asthmatic children and their families residing in Western Riverside County to address ethnic disparities in asthma incidence, prevalence, mortality and potential factors contributing to those disparities, including access to health care, obesity, environmental exposures, and education.

Project Goals

CAP will reduce the impact of asthma and improve the quality of life for parents and children affected by asthma, ages 0-18, and living in Western Riverside County.

Specific project goals include:

- Enroll 200 children with the following characteristics: (1) have a persistent asthma diagnosis; (2) between the ages of 0 to 18 years; and 3) reside within Western Riverside County (one year from grant implementation date).
- Provide telephone or clinic consultation for 100 parents of children with a mild or intermittent asthma diagnosis.
- Eliminate or reduce asthma triggers in the homes of 150 children with asthma (one year from grant implementation date)
- Increase parents' confidence in managing their child's asthma in 50% of enrolled families (one year from grant implementation date)
- Demonstrate a decrease of asthma-related emergency room visits and/or asthma hospitalizations and/or improvement of asthma symptoms in 50% of the children enrolled in CAP (one year from grant implementation date)

Services To Be Provided

The Riverside County Department of Public Health (DOPH) Childhood Asthma Program (CAP) will provide case management and education services to asthmatic children and their families residing in Western Riverside County. A case manager will provide home visits to each family enrolled in the program. Services provided during the home visit include asthma education, instruction, demonstration and observation of the proper use of asthma medications and aids (as prescribed by the

family's physician). Additionally, an in-home environmental assessment for asthma triggers (pet dander, mold, dust mites, etc.) will be conducted. A trigger reduction plan will be provided for parents to assist them in the reduction and/or elimination of irritants. Parents will also receive information on outdoor air pollutants and their impact on persons affected with asthma. Asthma aids, such as peak flow meters, spacers, mattress casings and pillow case covers will be provided at no charge to enrolled clients. Each client will receive a minimum of one home visit by a trained case manager who is culturally and linguistically competent. After each home visit, the case manager will provide follow up phone calls and additional home visits as required to ensure that the child's asthma is under control. For those families who are uninsured, the case manager will provide referrals for health coverage enrollment assistance through DOPH, Catholic Charities and other agencies providing services.

Referrals for the program will be generated through community collaboration, outreach and provider presentations. The case manager will be housed at a DOPH satellite building and will be available to educate, enroll and schedule home visits for patients referred by clinic staff and other sources of referrals.

CAP seeks to lessen the impact of asthma on children and their families as demonstrated through reductions in asthma symptoms, emergency room visits, hospitalizations and environmental triggers. The intended outcome of reduced asthma episodes will be measured by self-reporting through follow-up calls to parents of the affected children. Additionally, data gathered from hospital and emergency department reports will be utilized to measure the impact of the program.

The intended outcomes of reduced asthma episodes, reduced asthma-related emergency room visits, reduced asthma-related hospitalizations, improvement of asthma symptoms and parents' confidence level will be measured by comparing results of a pre-program survey with those of a post-program survey. The parents of the children enrolled in the program will provide answers to questions designed to measure the above-mentioned indicators on pre-post surveys. The surveys will be analyzed by a Research Analyst with the DOPH's Epidemiology and Program Evaluation Branch to determine if an individual enrolled in the program experienced an improvement in any or all of the indicators.

Referrals to the program will be generated from established partnerships in the target area, such as Catholic Charities, JFK Memorial Hospital, Desert Sands Unified School District, Desert Regional Medical Center, private physicians, and a vast network of coalition partners. Additionally, staff will promote the program through participation in community events, presentations, school activities, and targeted outreach.

2. AMOUNT OF AWARD AND SCHEDULE OF PAYMENTS:

The amount of award is $349,836 payable within 30 days of execution of the agreement.

3. TERM OF GRANT AWARD:

Grant funds are to be applied to expenses incurred and paid for the period of one year from the date that the agreement is executed. This term may be extended if the Oversight Committee, based on documentation provided by Grantee, determines that the project or program funded by this grant has successfully met its goals.

Any such extension may only be by way of a mutual written agreement of the parties that the parties execute and deliver separate and apart from this Agreement. Therefore, there is no guarantee or assurance of any kind that such an extension will in fact occur and any such extension is in any event subject beforehand to a recommendation from the Oversight Committee in accordance with the foregoing provisions of this paragraph 3.

4. IMPLEMENTATION ACTIVITIES

CAP staff will network with physicians, medical groups, school nurses and other organizations to solicit referrals for enrollment into CAP. Upon referral receipt, case worker will schedule home visit or educational session. Case worker will enroll client into the program, provide asthma education, medication use demonstration and provide asthma aids.

A case manager will conduct in-home environmental assessments to identify potential triggers of asthma for children ages 0-18. Case manager will educate and assist the family in reducing and removing asthma triggers and devise a trigger reduction plan. Eligible parents will be referred to the Healthy Homes Program. Case worker will call parents after home visit, and administer a short survey to determine trigger reduction efforts, and record results.

Parents will be provided with information on the importance of Asthma Action Plans (AAPs) and encouraged to have their care provider complete an AAP to share with their school and other caretakers. Follow-up calls will be conducted to ensure the child's asthma is under control and to provide additional information as necessary. Short surveys will be administered.

A case manager will inform families of the importance of Asthma Action Plans and will work with the child's physician and school to facilitate use of the plan. Parents will be encouraged to schedule regular medical visits for their child. For families without insurance, case worker will refer families to Catholic Charities, DOPH or other organizations providing application assistance for health coverage. Program surveys will be administered to determine frequency of ER visits, hospitalizations and asthma symptoms.

Objectives and Task Activities

Major Objectives	Tasks-Activities	Time Line	Performance Measure and/or Deliverables
1. One year from project implementation, CAP staff will enroll 200 clients with the following characteristics: 1) has a current persistent asthma diagnosis; 2) between the ages of 0 to 18 years; and 3) resides within Western Riverside County.	1a. Network with physicians, medical groups, school nurses and other organizations to solicit referrals for enrollment into CAP. 1 b. Upon referral receipt, case worker will schedule home visit or educational session. 1c. Case worker will enroll client into the program, provide asthma education, medication use demonstration and provide asthma aids.	1a. From implementation through term of the grant. 1b. Within 3 days of receipt of referral. 1c. Through term of the grant.	1a. Presentation/Collaboration Log. 1b. Referral and Assignment Logs. 1c. CAP Enrollment Database. Progress Report.
2. Provide telephone consultation or asthma classes for 100 parents of children with a mild or intermittent asthma diagnosis.	2a. Referrals or calls from parents or children who do not have persistent asthma will receive Asthma 101 information via phone calls or through on site clinic consultation. 2b. Parents will receive Asthma 101 information at a group setting per requests by school nurses, daycare centers, clinic staff , etc.	2a. From implementation through term of the grant. 2b. From implementation through term of the grant.	2a. Referral/Assignment Log/Database. 2b. Presentation/Collaboration Log.
3. One year from project implementation, CAP will assist parents in elimination or reduction of asthma triggers in the homes of a minimum of 150 school-aged children with asthma.	3a. Case manager will conduct in-home environmental assessments to identify potential triggers of asthma for children ages 0-18. 3b. Case manager will educate and assist the family in reducing and removing asthma triggers and devise a trigger reduction plan. Parents will receive information on outdoor environmental triggers. 3c. Case worker will call parents after home visit, and administer a short survey to determine trigger reduction efforts, and record results.	3a. From implementation through term of the grant. 3b. At time of enrollment; home visit. 3c. 2 weeks post home visit.	3a. Enrollment Database, case files. 3b. Enrollment Database, case files. 3c. Enrollment Database, case files. Progress Report.
4. One year from project implementation, CAP will increase parents' confidence in managing their child's asthma in 50% of enrolled families.	3a. Parents will be provided with information on the importance of Asthma Action Plans (AAPs) and encouraged to have their care provider complete an AAP to share with their school and other caretakers. 3b. Follow-up calls will be conducted to ensure the child's asthma is under control and to provide additional information as necessary. Short surveys will be administered.	3a. At time of enrollment; home visit. 3b. 2 weeks; 3 months, and 6 months post enrollment.	3a. Enrollment Database, case files. 3b. Case files, enrollment database.
5. One year from project implementation, at least 50% of enrollees will demonstrate a decrease of asthma hospitalizations and/or asthma-related emergency room visits and/or improvement of asthma symptoms.	43a. Case manager will inform families of the importance of Asthma Action Plans, and will work with the child's physician and school to facilitate use of the plan. 4b. Parents will be encouraged to schedule regular medical visits for their child. For families without insurance, case worker will refer families to Catholic Charities, DOPH or other organizations providing application assistance for health coverage 4c. Provide program surveys to determine frequency of ER visits, hospitalizations and asthma symptoms.	4a. From implementation through term of the grant. 4b. At intake, 3 months and 6 months post enrollment. 4c. At intake, 3months and 6 months post enrollment.	4a. Case file notes, Enrollment Database. 4b. Referral log, case files. 4c. Results recorded in Enrollment Database. Progress Report.

5. BUDGET AND STATUS REPORTS

GRANTEE shall provide the Oversight Committee with periodic written status reports. Such reports shall include: (1) summaries of activities conducted during the grant period; (2) outcomes summarizing the operations and impact of the program in each participating community; and (3) a budget report and accounting for all disbursements. The due dates for such written reports are as follows:

Status & Budget Reports	Provided Quarterly (first Report due three months from the date that the agreement is executed)
Final Status & Budget Report	Due 12 months after the date that the agreement is executed

The summary report shall include an analysis of health improvements based on the following expected program outcomes:

Expected Program Outcomes

CAP will reduce the impact of asthma and improve the quality of life for parents and children affected by asthma, ages 0-18, and living in Western Riverside County.

CAP will also strive to diminish the health disparities for ethnic children affected by asthma. The home-visitation model will bring needed services to many families for whom transportation is an issue. Additionally, CAP case managers encourage parents to schedule regular medical visits for children with asthma, as opposed to episodic treatment. Parents are also encouraged to have their pediatrician complete an Asthma Action Plan (AAP), which outlines steps to take during asthma symptoms. Once completed, parents are encouraged to share the AAPs with schools and other caretakers to properly manage and avoid episodes.

For children with a mild to intermittent asthma diagnosis, the parents will receive asthma education either by telephone consultation or on site at the request of clinic staff. CAP staff will provide case management and education to children with a persistent asthma diagnosis and their parents. Case managers will conduct home visits (approximately one hour) to each family enrolled in the program, and instruct, demonstrate and observe the proper use of asthma medications, as prescribed by the family's physician. Each client will receive a minimum of one home visit by appropriately trained staff who are culturally and linguistically competent.

During the home visit, case managers will conduct in-home environmental assessments to identify potential triggers of asthma for each child. Parents will receive education on asthma triggers and be provided with a list of techniques to eliminate or reduce asthma triggers. Should the initial environmental assessment

determine a smoker in the home, the family will be referred to the Department of Public Health's (DOPH) Tobacco Control Project for smoking cessation classes. Additionally, families will be alerted to the other outdoor environmental triggers to include air pollutants, wildfire smoke, pollen, etc. The trained case managers will, when appropriate, inform families of the link between obesity and asthma and refer families to the DOPH's Nutrition Branch for counseling as needed.

After each home visit, case managers will provide 15 to 20 minute follow up phone calls and/or additional home visits as required to assure that the child's asthma is under control. At 2 weeks, the case manager will call to check on the status of the child's symptoms, as well as determine trigger reduction status. Additionally, short surveys will be administered at 3 months and 6 months to ascertain decrease in emergency department visits, parents' confidence level, reduction of symptoms, and medication usage and other pertinent information.

The intended outcomes of reduced asthma episodes, reduced asthma-related emergency room visits, reduced asthma-related hospitalizations, improvement of asthma symptoms and parents' confidence level will be measured by comparing results of a pre-program survey with those of a post-program survey. The parents of the children enrolled in the program will provide answers to questions designed to measure the above-mentioned indicators on pre-post surveys. The surveys will be analyzed by a Research Analyst from the DOPH's Epidemiology and Program Evaluation Branch to determine if an individual enrolled in the program experienced an improvement in any or all of the indicators.

Referrals to the program will be generated from established partnerships in the target community, such as Riverside County Unified School District, Perris Unified School District, Inland Empire Health Plan, DOPH's Family Care Centers, Supplemental Nutrition Program for Women, Infants and Children (WIC), private physicians, and a vast network of coalition partners. Additionally, staff will promote the program through participation in community events, presentations, school activities, and targeted outreach.

Evaluation:

The CAP evaluation plan consists of four components. Three of the four components provide outcome-level measurements and the fourth is designed to evaluate internal processes. The three outcome components are designed to measure improvement of individual enrollees, overall program effectiveness, and community impact. The fourth component is a set of process measurements which are designed to provide immediate programmatic feedback that will allow for monitoring activities and effective progress reporting.

Outcomes for Individuals:

The intended outcomes of reduced asthma episodes, reduced asthma-related emergency room visits, reduced asthma-related hospitalizations, and improvement of asthma symptoms will be measured by comparing results of a pre-program survey with those of a post-program survey. The parents of the children enrolled in the program will provide answers to questions designed to measure the above-mentioned indicators on pre-post surveys. The surveys will be analyzed by a Research Specialist with the Department of Public Health Epidemiology and Program Evaluation Branch to determine if an individual enrolled in the program experienced an improvement in any or all of the indicators.

Outcomes for Overall Program Effectiveness:

To evaluate the effectiveness of the program overall, the arithmetic means of asthma episodes, emergency room visits, and hospitalizations from the pre-program surveys will be compared to the arithmetic means of the same indicators from the post-program survey. A lower mean will indicate improvement. A statistical test that measures the difference of means will be performed on each indicator to determine level of significance of the change.

Outcomes for the Impact on the Community:

Historical hospital discharge data provided by the Office of Statewide Health Planning and Development (OSHPD) will be analyzed by zip code and by year to determine a trend of asthma hospitalization rates for each zip code in Western Riverside County (WRC) and an aggregate rate for the WRC as a whole. The OSHPD asthma hospitalization data that corresponds to the program year of this grant will be analyzed and compared to the historical trend for evidence of impact both at the zip code level and at the ERC level. A lower rate indicates success.

Process Evaluation:

The CHA Program Coordinator will continuously evaluate the program's effectiveness and methods through a review of monthly statistical reports on program activities and process evaluation measures. Additionally, quarterly reports on statistical data will be compiled from the program's database by a Research Analyst from the Department's Epidemiology and Program Evaluation Branch. Compiled reports will be submitted promptly to the AQMD as required. Process-level measurements will come from the following sources:

- Follow up phone calls to enrolled parents of at 2 weeks, 3 months and 6 months
- Number of Asthma Action Plans given to parents
- Parents' level of confidence in the management of child's asthma
- Number of clients enrolled: initial intake, follow-up data, home visit summaries
- Environmental assessments: assessments tool information, triggers found, etc.

6. **EXPENDITURE OF FUNDS:**

Under federal tax law, all of the grant funds must be expended for charitable, educational, scientific or religious purposes. This grant is made only for the purposes described in this Attachment. The grant funds may not be used for any other purpose without prior written approval from the Oversight Committee.

ATTACHMENT II

BP/AQMD PUBLIC BENEFITS OVERSIGHT COMMITTEE
GRANT AWARD TERMS AND CONDITIONS

PROJECT BUDGET
Riverside County Department of Public Health

Detailed Budget for Period: 12 months

PERSONNEL:	Annual Salary Rate	Total FTE	Budget
Public Health Program Coordinator II	$69,662	0.5	$34,831
Nursing Education Instructor	$83,056	0.5	$41,528
Licensed Vocational Nurse	$39,504	1	$39,504
Health Education Assistant II	$45,963	1	$45,963
Research Specialist	$44,787	0.05	$2,239
Office Assistant III	$31,839	0.5	$15,920
PERSONNEL SUB-TOTAL:		**3.55**	**$179,985**
BENEFITS @45%			**$80,993**
Bilingual Pay			**$1,040**
TOTAL PERSONNEL AND BENEFITS			**$262,018**
OTHER OPERATING EXPENSES			
Supplies - Office			$750
Supplies - Medical			$17,000
Printing			$500
Postage/Mailing			$200
Communications Services (Cell phones, etc)			$4,817
Promotional Items			$2,000
Training			$1,000
Co. Veh./Priv.Mileage Reimb @ .55mile			$5,248
Advertising			$500
Rents/Lease Buildings			$24,000
Other Services Support:			
Equipment - Office Non Fixed			$0
TOTAL OPERATING EXPENSE:			**$56,015**
Indirect Costs @ 10%			**$31,803**
GRAND TOTAL:			**$349,836**

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

930A

FROM: County Counsel

SUBMITTAL DATE: November 10, 2009

SUBJECT: Ordinance No. 348.4672, an ordinance of the County of Riverside amending Ordinance No. 348 regarding churches, temples or other places of religious worship in the R-R zone

RECOMMENDED MOTION: That the Board introduce and adopt, on successive weeks, Ordinance No. 348.4672.

BACKGROUND:
On October 14, 1997 (Item 12.5) the Board of Supervisors approved an amendment to Ordinance No. 348 allowing churches, temples or other places of religious worship to be processed with either a plot plan or public use permit in certain zones, while also eliminating churches, temples or other places of religious worship as a conditionally permitted use in other zones. Of particular importance, the Board's approval allowed a church, temple or other place of religious worship to be processed with an a plot plan in the R-R (Rural Residential) zone.

On August 10, 1999 (Item No. 3.33) the Board of Supervisors adopted Ordinance No. 348.3883 which was intended to implement the Board's October 14, 1997 decision. Ordinance No. 348.3883 specifically amended Ordinance No. 348 to allow churches, temples or other places of religious worship in the R-R zone with a plot plan. Numerous editorial errors were discovered in Ordinance No. 348.3883 after its adoption.

(Continued on next page)

Tiffany N. North, Deputy County Counsel
for Pamela J. Walls, County Counsel

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:	NA

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

Dep't Recomm.: ☒ Policy ☐ Consent

Per Exec. Ofc.: ☒ Policy ☐ Consent

Prev. Agn. Ref.: 12.5 of 10/14/97; 3.33 of 08/10/99, 3.23 of 09/21/99

District: ALL

Agenda Number: 3.51

On September 21, 1999 (Item 3.23) the Board of Supervisors adopted Ordinance No. 348.3888 repealing Ordinance No. 348.3883. Adoption of Ordinance No. 348.3888 was intended to correct the editorial errors in Ordinance No. 348.3883 and accomplish the changes approved by the Board on October 14, 1997.

We have now discovered Ordinance No. 348.3888 inadvertently failed to add a subsection to Section 5.1.b. of Article V of Ordinance No. 348 to allow churches, temples and other places of religious worship as a permitted use with a plot plan in the R-R zone. As stated above, both the October 1997 Board action and Ordinance No. 348.3883 allowed churches, temples and other places of religious worship in the R-R zone. Adoption of Ordinance No. 348.4672 will correct the editorial error.

ORDINANCE NO. 348.4672

AN ORDINANCE OF THE COUNTY OF RIVERSIDE

AMENDING ORDINANCE NO. 348

RELATING TO ZONING

The Board of Supervisors of the County of Riverside ordains as follows:

Section 1. Subsection (13) of Section 5.1.b. of Article V of Ordinance No. 348 is amended to read as follows:

"(13) Churches, temples and other places of religious worship."

Section 2. This ordinance shall take effect thirty (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)

APPROVED AS TO FORM

November 3, 2009

By: _____
TIFFANY N. NORTH
Deputy County Counsel

G:\Property\TNorth\RCO No 348\RCO No 348 4672 churches in RR final.doc

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

913

FROM: District Attorney

SUBMITTAL DATE:
September 28, 2009

SUBJECT: Acceptance of the Sexual Assault Specialized Response Unit Program – Recovery Act grant award from the California Emergency Management Agency ("Cal EMA") for the Grant Period September 1, 2009 through February 28, 2011 and Adoption of Resolution No. 2009-301.

RECOMMENDED MOTION: Move that the Board of Supervisors:

1. Approve acceptance of the Sexual Assault Specialized Response Unit Program – Recovery Act grant award from the California Emergency Management Agency ("Cal EMA"). The grant award in the amount of $333,333 is for the grant period September 01, 2009 through February 28, 2011.
2. Authorize the Purchasing Agent to enter into Agreement with Riverside Area Rape Crisis Center to provide community-based advocate services to victims of sexual assault during the grant period September 01, 2009 through February 28, 2011.
3. Authorize the Purchasing Agent to approve and execute any future ministerial amendments to the Agreement.
4. Authorize the Purchasing Agent to approve the Sole Source Procurement for Riverside Area Rape Crisis Center.
5. Approve and direct the Auditor-Controller to make the budget adjustments on the attached Schedule A.
6. Adopt Resolution 2009-301 authorizing the District Attorney to submit grant applications to Cal EMA and sign grant agreements on behalf of the Board through FY 2010-11. If the funding of the grant significantly changes, is altered or discontinued, the department will return to the Board.

Background

Continue on Page 2.

FISCAL PROCEDURES APPROVED
ROBERT E. BYRD, AUDITOR-CONTROLLER
BY Samuel Wong 11/5/09
SAMUEL WONG

Rod Pacheco, District Attorney

FINANCIAL DATA				
	Current F.Y. Total Cost:	$ 185,185	In Current Year Budget:	No
	Current F.Y. Net County Cost:	$ 0.00	Budget Adjustment:	Yes
	Annual Net County Cost:	$ 37,037	For Fiscal Year:	2009-2010

SOURCE OF FUNDS: California Emergency Management Agency 75%; County of Riverside 25%

Positions To Be Deleted Per A-30 ☒

Requires 4/5 Vote ☒

C.E.O. RECOMMENDATION: APPROVE

BY: Robert Tremaine

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
BY: NEAL R. KIPNIS DATE 10/22/09

Purchasing: Billy Comett, Purchasing Manager

cc Departmental Concurrence

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

Prev. Agn. Ref.: | **District:** ALL | **Agenda Number:** 3.52

Background

The California Emergency Management Agency ("Cal EMA") has awarded the Riverside County District Attorney's Office the Sexual Assault Specialized Response Unit Program – Recovery Act grant award. The Sexual Assault Specialized Response Unit Program is supported by the federal Violence Against Women Act, American Recovery and Reinvestment Act of 2009. Funding received will be used to enhance resources at the Riverside Family Justice Center, by delivering effective and comprehensive investigative and advocacy services.

The Sexual Assault Specialized Response Unit Program is designed to improve the response to victims of sexual assault through the enhancement of a multi-disciplinary specialized unit which focuses solely on sexual assault cases. As part of the funding guidelines, the District Attorney's Office is required to collaborate with the Riverside Area Rape Crisis Center, a community based organization that is committed to providing support and services to survivors of sexual assault and their families, and to providing community education to achieve awareness and prevention of sexual assault.

The specialized unit will be located at the Riverside Family Justice Center and it will consist of one DA Investigator and a Riverside Area Rape Crisis Center Advocate who will work collaboratively to investigate and provide services to sexual assault victims.

While the grant award is for $250,000, a 25% County match ($83,333) is required out of the total cost of $333,333. A portion of the grant ($71,201) will be used towards the salary and benefits of the Riverside Area Rape Crisis Center Advocate.

An adjustment of $138,889 is required for a prorated amount of the grant award as ten months of the grant period is in FY2010 (See Attachment A). The County match of $46,296 for FY 2010 has already been budgeted. The remaining portion of the award will be included in the budget process for FY2011.

The grant award and resolution have been reviewed by Auditor-Controller and approved as to form by County Counsel.

Schedule "A"

Increase Appropriations:		
10000-2200100000-510040	Regular Salaries	$ 92,650
10000-2200100000-518100	Budgeted Benefits	6,029
10000-2200100000-524660	Consultants	39,556
10000-2200100000-527880	Training-Other	654
		$138,889
Increase Estimated Revenue:		
10000-2200100000-767430	FED: ARRA	$138,889

Board of Supervisors County of Riverside

RESOLUTION NO. 2009-301

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, REGARDING THE CALIFORNIA EMERGENCY MANAGEMENT AGENCY ("Cal EMA") – SEXUAL ASSAULT SPECIALIZED RESPONSE UNIT PROGRAM

WHEREAS, the County of Riverside desires to undertake a certain program designated the Sexual Assault Specialized Response Unit Program to be funded in part from funds made available through and administered by the California Emergency Management Agency (hereinafter referred to as "Cal EMA"); 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 Board of Supervisors of the County of Riverside does hereby authorize the District Attorney of the County of Riverside, State of California to submit and to sign the Riverside County's application for grant funding as well as related contracts, amendments, or extensions with "Cal EMA".

BE IT FURTHER RESOLVED that grant funds received hereunder shall not be used to supplant local expenditures controlled by this body.

BE IT FURTHER RESOLVED that the resolution shall be in effect for eighteen months beginning September 1, 2009 and ending February 28, 2011.

FORM APPROVED COUNTY COUNSEL
BY: NEAL R. KIPNIS DATE

CalEMA ID# 065-00000 Award # SW09010330

CALIFORNIA EMERGENCY MANAGEMENT AGENCY

GRANT AWARD FACE SHEET (CalEMA 2-101)

The California Emergency Management Agency, hereafter designated CalEMA, hereby makes a grant award of funds to the following:

1. **Grant Recipient:** County Of Riverside

hereafter designated Recipient, in the amount and for the purpose and duration set forth in this grant award.

2. **Implementing Agency:** District Attorney's Office

3. **Project Title:** Sexual Assault Specialized Response Unit **4. Grant Period:** 09/01/09 to 02/28/11

***Select the Grant year and fund source(s) from the lists below or type the appropriate acronym in box 9. Enter the amount(s) from each source. Please do not enter both State and Federal fund sources on the same line. Add any cash match(s) and enter total in Block 10G.**

Grant Year	Fund Source	A. State	B. Federal	C. Total	D. Cash Match	E. In-Kind Match	F. Total Match	G. Total Project Cost
09/10	5. ~~VAWA~~ VAWSR ~~VAR~~		$250,000		$83,333		$83,333	
Select	6.							
Select	7.							
Select	8.							
Select	9.							
	10. **TOTALS**		$250,000	$250,000	$83,333		$83,333	10 Grand Total: **$333,333**

11. This grant award consists of this title page, the application for the grant, which is attached and made a part hereof, and the Assurance of Compliance forms which are being submitted. I hereby certify I am vested with the authority, and have the approval of the City/County Financial Officer, City Manager, County Administrator, or Governing Board Chair, to enter into this grant award agreement; and all funds received pursuant to this agreement will be spent exclusively on the purposes specified. The grant recipient signifies acceptance of this grant award and agrees to administer the grant project in accordance with the statute(s), the CalEMA Program Guidelines, the *Cal EMA Recipient Handbook*, the Federal OJP Financial Guide and Program Guidelines (if applicable), and the CalEMA audit requirements, as stated in the applicable RFP or RFA. The grant recipient further agrees to all legal conditions and terms incorporated by reference in the applicable RFP or RFA and agrees that the allocation of funds is contingent on the enactment of the State Budget.

12. Official Authorized to Sign for Applicant/Grant Recipient: **Federal Employer ID Number:** 95-6000930

Name: Rod Pacheco Title: District Attorney

Payment Mailing Address: 4075 Main Street City: Riverside Zip: 92501

Telephone: (951) 955-5400 (area code) FAX: (951) 955-5469 (area code) Email: RodPacheco@RivCoDA.org

Signature Date: 7-2-09

[FOR CalEMA USE ONLY]

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purposes of this expenditure stated above.

CalEMA Fiscal Officer 9/17/09 Date

CalEMA Director (or designee) 9/22/2009 Date

Yr / Chapter: 2009-10 / 1 PCA No: 18479
Item: 0690102-0890 Fed Cat. # : 16.588
Component: 40.20.161
Program: Sexual Assault Specialized Response Unit
Fund: Federal Trust
Match Req.: 25% C/IK based on TPC
Project No.: 09VAWR Amount: $ 250,000

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

FROM: Economic Development Agency

SUBMITTAL DATE: September 16, 2009

SUBJECT: Amendment to Sublease – Economic Development Agency - Riverside

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

BACKGROUND: The County leases the facility located at 1151 Spruce Street, Riverside, for the Economic Development Agency Workforce Development Center (EDA WDC). The State of California Economic Development Department occupies space in the EDA WDC as a partner providing services to the community, and this Amendment to Sublease modifies the terms as follows:

(Continued)

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:**	09/10

SOURCE OF FUNDS: Revenue Lease-Rent income to Economic Development Agency from State

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: Synthia M. GUNZEL DATE 10-22-09

Concurrence: Felicia Flournoy, Director
By: Felicia Flournoy
Department

☒ Policy ☐ Consent — Dep't Recomm.:

☑ Policy ☐ Consent — Per Exec. Ofc.:

Prev. Agn. Ref.: 06/30/98; 3.15 | **District:** 1 | **Agenda Number:** 3.53

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

(Continued)

BACKGROUND:

Location:	1151 Spruce Street Riverside, CA
Sublessor:	County of Riverside
Size:	8,247 square feet
Term:	July 1, 2008, through October 31, 2009
Rent:	$13,229.98 per month, payable to EDA.
Utilities:	Provided by County under the Master Lease.
Custodial:	Provided by County under the Master Lease.
Maintenance:	Provided by County under the Master Lease.
Improvements:	None
RCIT:	None

The original Sublease entered into between the County and the State on June 10, 1998 is attached for reference as Attachment "A". The amendment to the sublease is necessary to reflect an increase in square footage, extend the period of the sublease and adjust the monthly rents paid to EDA. The amendment has been approved as to form by County Counsel.

STATE OF CALIFORNIA

DEPARTMENT OF GENERAL SERVICES
REAL ESTATE SERVICES DIVISION

STANDARD SUBLEASE FORM

SUBLEASE COVERING PREMISES LOCATED AT 1153 Spruce Street Riverside, CA
SUBLESSOR'S FED. TAX. I.D., NO. OR SOCIAL SECURITY NO. Riverside County
TENANT AGENCY Employment Development Department

File No.: 4517 001
Project No.: 9606052

Preamble

This Sublease, made and entered into this 10th day of June 1998 by and between

COUNTY OF RIVERSIDE

hereinafter called the "Sublessor", without distinction as to number or gender, and the State of California, acting by and through the Director of the Department of General Services, hereinafter called the "State", (Sublessee);

WITNESSETH

WHEREAS, under Master lease dated June 28, 1994 as amended November 7, 1994, February 7, 1996, March 7, 1996, and September 24, 1996, Sublessor hires from Daniel C. Burke, et. al, certain premises located at 1153 Spruce Street, Riverside, as more particularly described in the Master Lease, and

WHEREAS, a copy of said Master Lease is hereby incorporated herein and made a part of this sublease as Exhibit "C"; and

WHEREAS, said Master Lease provides that Sublessor shall have the right to sublet any portion of the leased premises; and Sublessor has obtained necessary consent from the Master Lessor; and

WHEREAS, the County's Economic Development Agency and the State of California's Employment Development Department (EDD) desire to consolidate certain of their operations at a facility currently under Master Lease to the Sublessor;

NOW THEREFORE, it is mutually agreed between the parties hereto as follows:

Description

1. The Sublessor hereby subleases unto the State and the State hereby hires from the Sublessor those certain premises with the appurtenances situated in the City of Riverside, County of Riverside, State of California, and more particularly described as follows:

Approximately 6,022 net usable square feet of office space on the first floor of the building located at 1153 Spruce Street as outlined in red on the attached Exhibit "A" Plan, together with Specifications marked Exhibit "B", said Exhibits "A" and "B", Transaction No. 9606052 dated 10/09/96, revised 01/08/97, being incorporated by reference into this sublease, and including nonexclusive unobstructed use of the available parking on a share and share alike basis and unlimited use of the building's common facilities.

Term

2. The term of this sublease shall commence on April 1, 1997, and shall end on March 31, 2002, with such rights of termination as may be hereinafter expressly set forth.

Early Termination

3. The State may terminate this sublease at any time effective on or after March 31, 1999, by giving written notice to the Sublessor at least thirty (30) days prior to the date when such termination shall become effective. If the State fails to complete its move out within the notice period and remains in the Premises, additional rent shall be

Attachment "A"

paid and prorated on a thirty (30) day month, based on the actual number of days the State occupies the premises following the effective date of termination.

Rent

4. Rental shall be paid by the State in arrears on the last day of each month during said term as follows: SIX THOUSAND FIVE HUNDRED EIGHTY-THREE AND NO/100 DOLLARS ($6,583.00) for the term of this sublease

Rental payable hereunder for any period of time less than one month shall be determined by prorating the monthly rental herein specified based on the actual number of days in the month. Rental shall be paid to Sublessor at the address specified in Paragraph 5 or to such other address as the Sublessor may designate by a notice in writing. If the subleased premises are not complete pursuant to Paragraph 6 by the date shown in Paragraph 2, it is understood and agreed by and between the parties that, at the State's sole option, the dates shown in Paragraphs 2 and 3 and the dates and dollar amounts shown in Paragraph 4 may be adjusted to the first of the month following the State's acceptance of the completed subleased premises, such acceptance shall not unreasonably be withheld. If the State exercises this option, it is agreed the State will complete unilaterally an amendment to the sublease to reestablish the above mentioned dates.

Notices

5. All notices and correspondence herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States Mail, certified and postage prepaid and addressed as follows:

To the Sublessor: County of Riverside
Department of Building Services
3133 Mission Inn Avenue
Riverside, CA 92507

Economic Development Agency
3525 Fourteenth Street
Riverside, CA 92501
Phone No. (909) 955-4820
FAX No. (909) 955-4837

and to the State:

DEPARTMENT OF GENERAL SERVICES,
REAL ESTATE SERVICES DIVISION
LEASE MANAGEMENT 4517 001 D
400 'R' STREET, SUITE 5000,
SACRAMENTO, CA 95814-6280

PHONE NO. (916) 445-0441

FAX NO. (916) 324-7277

ALL NOTICES AND CORRESPONDENCE MUST REFERENCE TENANT AGENCY AND PREMISES ADDRESS

Rental warrants shall be made payable to: County of Riverside

and mailed to: Economic Development Agency
3525 Fourteenth Street
Riverside, CA 92501

Nothing herein contained shall preclude the giving of any such written notice by personal service. The address to which notices and correspondence shall be mailed to either party may be changed by giving written notice to the other party.

Completion and Compliance with Plans and Specifications

6. Sublessor agrees that, prior to April 1, 1997, and at Sublessor's sole cost and expense, all required construction, improvements and/or alterations, if any, will be completed and the subleased premises made ready for State's occupancy in full compliance with Exhibit "A", consisting of one sheet titled, "Office Quarters, Transaction No. 9606052" dated 10/09/96, revised 01/08/97, and in accordance with Exhibit "B", consisting of eleven pages, plus cover sheet, titled, "Outline Specifications, Transaction No. 9606052" dated 10/09/96, which Exhibits "A" and "B" are by this reference incorporated herein.

Notice of Completion and Access to Premises during Construction

7. Sublessor shall notify the State in writing by certified mail of the date the subleased premises will be completed and ready for occupancy at least thirty (30) days prior thereto, and such notice shall be a condition precedent to the accrual of rental hereunder, except however, that if the State occupies the premises prior to the receipt of such notice or prior to the expiration of the notice period of such notice, rental shall commence to accrue as of the date of such occupancy.

Following execution of this sublease, and not more than sixty days prior to completion of construction and occupancy under this sublease, State or its contractors or other representatives shall have the right to enter the premises for the purpose of installing certain equipment such as, but not limited to, modular system furniture, and electrical and telecommunications cabling and equipment.

State agrees to indemnify and hold Sublessor harmless from and against any claims, damages, or other injury suffered by Sublessor as a result of the work to be performed pursuant to this right to enter the premises prior to State's acceptance and occupancy of the premises. Sublessor agrees to indemnify and hold State and its agents, contractors or other representatives harmless from and against any claims, damages, injury or other harm suffered by reason of the negligence or other wrongful act of Sublessor or any of Sublessor's agents, contractors, or other representatives.

In no event shall the exercise of this right of entry be construed so as to cause an acceleration of the occupancy date of this sublease or the obligation of the State to pay rent.

Sublessor and State shall each make all reasonable efforts to ensure that the respective construction and installation work is scheduled in such a manner so as to not interfere with or delay the other. In the event that one or the other party causes a delay in the other party's work, such injured party shall be entitled to a compensating day of delay in the occupancy date and payment of rent in the case of the State, or the beginning of the rent obligation as if occupancy had occurred as set forth in the sublease in the case of the Sublessor, except to the extent of any delay caused by Sublessor. The parties agree that this shall be the sole remedy for delay in that the calculation of damages in any other manner is too uncertain and not susceptible of accurate determination.

Conformity to Exhibits

8. Occupancy of the subleased premises by the State shall not relieve Sublessor in any respect from full compliance at all times with aforesaid Exhibits "A" and "B". It is further understood and agreed that any installation not in conformity with said Exhibits "A" and "B" shall be immediately corrected by the Sublessor at Sublessor's sole cost and expense. In the event Sublessor shall, after notice in writing from the State requiring the Sublessor to comply with the requirements of this paragraph in regard to a specified condition, fail, refuse or neglect to remedy such condition, State may terminate this sublease without further obligation, or as to such specified condition, at its option and in addition to any other remedy the State may have, withhold rent due and bring the subleased premises into conformity with said Exhibits at its own cost including State's service costs, if any, and deduct the amount thereof from the rent that may then be or thereafter become due hereunder.

Asbestos

9. Sublessor hereby warrants and guarantees that the space subleased to the State will be operated and maintained free of hazard from Asbestos Containing Construction Materials (ACCM) and agrees to the conditions for survey, testing, and abatement of ACCM described in Exhibit "B" as applicable. Sublessor also agrees that, should the State elect to exercise its rights under Paragraph 16 of this sublease, any costs related to abatement or hazard from asbestos shall be the Sublessor's responsibility as described in the aforementioned Exhibit "B."

Parking

10. Sublessor, at Sublessor's sole cost and expense, shall clearly mark the parking spaces described hereinabove as assigned to the State of California. Said parking spaces will be arranged and maintained so as to provide unobstructed access to each parking space at any time. In addition to any assigned parking spaces, State and its invitees shall have equal access to common spaces provided to all tenants on a first-come, first-served basis.

Services, Utilities, and Supplies

11. Sublessor, at Sublessor's sole cost and expense, during the term of this sublease shall furnish the following services, utilities, and supplies to the area subleased by the State, and also to the "common" building areas (if any) such as lobbies, elevators, stairways, corridors, etc., which State will share with other tenants (if any):

A. Sewer, trash disposal, and water service, including both hot and cold water to the lavatories (except lavatories in Employment Development Department public toilet rooms in lobby areas which need only cold water).

B. Elevator (if any) service.

C. Electricity and/or gas as necessary to provide power for heating, ventilating, and air conditioning, and electrical or gas service as needed for State's operations.

D. Janitorial services sufficient to maintain the interior in a clean well-maintained condition; that is, to eliminate all visible dust, dirt, litter, grime, stains, smears, finger marks, etc., to the greatest practical degree possible, by performing at least the following:

Daily:

(1) Empty and clean all trash containers, and dispose of all trash and rubbish.
(2) Clean and maintain in a sanitary and odor-free condition all floors, wash mirrors, basins, toilet bowls, and urinals.
(3) Furnish and replenish all toilet room supplies (including soap, towels, seat covers, toilet tissue, and sanitary napkins).
(4) Sweep or dust mop all hard surface floors, and carpet sweep all carpeted areas, including stairways and halls. (Offices with hard surface floors in the public lobby area shall be damp-mopped daily.)
(5) Remove finger marks and smudges from all glass entrance doors.
(6) Specifically check, and if action is needed, then:
   a. Dust the tops of all furniture, counters, cabinets, and window sills (which are free of interfering objects).
   b. Remove spots and/or spills from the carpets, floors, and stairways.

As needed, but not less frequently than:

Twice Weekly: Vacuum all carpets.

Weekly:

(1) Damp mop all hard surface floors.
(2) Dust all window blinds.
(3) Treat stainless steel fountains and sinks to eliminate stains and mineral deposits.
(4) Spot clean the walls.
(5) Sweep parking areas and sidewalks.

Quarterly:

(1) Strip all hard surface floors and apply a new coat of floor finish; buff as necessary to produce a uniformly shining appearance.
(2) Treat carpets for static electricity control (if not built-in).

Semi-annually: Wash all windows, window blinds, light fixtures, walls, and painted surfaces.

Annually:

(1) Steam clean carpets to remove all stains and spots.
(2) Clean drapes.

In the event of failure by the Sublessor to furnish any of the above services or supplies in a satisfactory manner, the State may furnish the same at its own cost; and, in addition to any other remedy the State may have, may deduct the amount thereof, including State's service costs, from the rent that may then be, or thereafter become due hereunder.

Repair and Maintenance

12. A. During the sublease term, the Sublessor shall maintain the subleased premises in good repair and tenantable condition, so as to minimize breakdowns and loss of the State's use of the premises caused by deferred or inadequate maintenance, including, but not limited to:

(1) Generally maintaining the subleased premises in good, vermin free, operating condition and appearance.

(2) Furnishing prompt, good quality repair of the building, equipment, and appurtenances.
(3) Furnishing preventative maintenance, including, but not limited to, manufacturers recommended servicing of equipment such as elevator (if any), heating, air conditioning and ventilating equipment, and fixtures.
(4) Furnishing and promptly replacing any inoperative light bulbs, fluorescent tubes, ballasts, starters, and filters for the heating, ventilating, and air conditioning equipment as required.
(5) Furnishing remedial painting as necessary to maintain the premises in a neat, clean and orderly condition.
(6) Annual testing and maintenance of all fire extinguishers in or adjacent to the subleased premises.
(7) Repairing and replacing as necessary intrabuilding network cable and inside wire cable used for voice and data transmission.
(8) Repairing and replacing parking lot bumpers and paving as necessary. Repaint directional arrows, striping, etc., as necessary.
(9) Maintaining landscaped areas, including sprinklers, drainage, etc., on a weekly basis, in a growing, litter-free, weedfree, and neatly mowed and/or trimmed condition.
(10) Repairing and replacing floor covering as necessary. Sublessor, at Sublessor's sole cost, shall arrange for moving of furniture and equipment prior and subsequent to the repairing or replacement of floor covering.
(11) Keeping all walkways, parking lots, entrances, and auxiliary areas free of snow, water, oil spills, debris, or other materials which may be hazardous to users of the building.

B. Sublessor shall provide prompt repair or correction on any damage except damage arising from a willful or negligent act of the State's agents, employees or invitees.

C. In case Sublessor, after notice in writing from the State requiring the Sublessor to comply with the requirements of this paragraph in regard to a specified condition, shall fail, refuse or neglect to comply with such notice, or in the event of an emergency constituting a hazard to the health or safety of the State's employees, property, or invitees, the State may terminate this sublease without further obligation or perform such maintenance or make such repair at its own cost and, in addition to any other remedy the State might have, may withhold rent due and deduct the amount thereof, including necessary costs incurred by the State required for the administration of such maintenance and repairs, from the rent that may then be or thereafter become due hereunder.

Painting

13. In addition to any painting completed at the commencement of this sublease, and touch-up painting required after initial move in, and upon receipt of written request from the State, Sublessor agrees at Sublessor's sole cost and expense to repaint all painted surfaces ([X] interior and [ ] exterior) of the subleased premises in accordance with the attached Exhibits "A" and "B". In no event shall Sublessor be required to repaint more than once during the first sixty (60) month period of this sublease after the painting completed at the commencement of this sublease, and once during any succeeding sixty (60) month period. Sublessor shall, within forty-five (45) days from the giving of any such notice, arrange for and complete the painting. Colors are to be approved by the State. Sublessor, at Sublessor's sole cost, shall arrange for moving of furniture and equipment prior and subsequent to the repainting and provide drop cloths, etc., as necessary.

Change Orders and Alterations

14. The State shall have the right during the existence of this sublease to make change orders and alterations; attach fixtures; and erect additions, structures, or signs in or upon the subleased premises. Such fixtures, additions, structures, or signs so placed in or upon or attached to the subleased premises under this sublease or any extension thereof shall be and remain the property of the State and may be removed therefrom by the State prior to the termination or expiration of this sublease or any renewal or extension thereof, or within a reasonable time thereafter.

In the event alterations, fixtures, additions, structures, or signs in or upon the subleased premises are desired by State and State elects not to perform the work, any such work, when authorized in writing by the State shall be performed by the Sublessor in accordance with plans and specifications supplied by State. Sublessor agrees to obtain competitive bids from at least three licensed contractors and to contract with the lowest bidder. Sublessor further agrees that the overhead and profit for the work shall not exceed fifteen percent (15%) total for Sublessor and any general contractor combined. Within forty-five (45) days after receiving Sublessor's notice of completion of the requested work and an invoice requesting payment therefore, including a complete detailed accounting of all costs for each trade, State agrees to either reimburse Sublessor by a single payment for the cost of such work; or, with Sublessor's prior written approval, State will amortize the cost of the requested work over the remaining term

of this sublease by increasing the monthly rent by an amount to include principal and interest on the unpaid balance. The interest rate will not exceed the prime rate (the base rate on corporate loans posted by at least 75% of the nation's 30 largest banks) plus 2 percent (2%) as of the date of the State's written authorization to proceed.

In the event State terminates this sublease after the end of the firm term, but before the expiration date of the sublease, State agrees to pay to Sublessor the portion of the principal balance which is unamortized as of the effective date of termination. Said payment shall be a single payment to be made within forty-five (45) days after the effective date of the termination.

Assignment and Subletting

15. The State shall not assign this sublease without prior written consent of the Sublessor, which shall not be unreasonably withheld, but shall in any event have the right to sublet the subleased premises.

Quiet Possession

16. The Sublessor agrees that the State, while keeping and performing the covenants herein contained, shall at all times during the existence of this sublease, peaceably and quietly have, hold, and enjoy the subleased premises without suit, trouble, or hindrance from the Sublessor or any person claiming under Sublessor.

Inspection

17. The Sublessor reserves the right to enter and inspect the subleased premises at reasonable times, and to render services and make any necessary repairs to the premises.

Destruction

18. In the event of partial destruction of the building containing the subleased premises during the sublease term by fire or other casualty Sublessor shall repair the same provided that such repairs can be made within sixty (60) days, subject to delays beyond Sublessor's control and delays in making insurance adjustments by Master Lessor, and in the event such partial destruction shall not annul or void this Sublease, except that State shall be entitled to a proportionate reduction of rent while such repairs are being made, such proportionate reduction to be based upon the extent to which the making of such repairs interferes with the business carried on by State in the subleased premises, as determined by mutual consent.

If such repairs cannot be made within sixty (60) days, either Sublessor or State may terminate this Sublease. Such termination shall be effected by giving notice to the other party within thirty (30) days after the damage occurs. If the Sublease is not terminated, Sublessor shall make such repairs within a reasonable time with this sublease continuing in full force and effect and the rent proportionately reduced while the repairs are being made.

In the event of termination of this sublease pursuant to any of the provisions of this paragraph, rent and the State's portion of any service cost shall be apportioned on a per diem basis and shall be paid to the date of the casualty. In no event shall Sublessor be liable to the State for any damage resulting from the happening of such casualty or from the repairing or reconstruction of the subleased premises or the building or from the termination of this sublease as herein provided, excepting that sublessor shall have an absolute duty to provide for insurance coverage to the State tenant improvements or alteration and to either restore them or pay to the State the unamortized balance of the cost of the Tenant Improvements or alterations in a matter consistent with Paragraph 29 of this sublease.

It is understood that the State or its agent has the right to enter its destroyed or partially destroyed subleased facilities no matter what the condition. At the State's request, the Sublessor shall immediately identify an appropriate route through the building to access State space. If the Sublessor cannot identify an appropriate access route, it is agreed that the State may use any and all means of access at its discretion in order to get to its subleased space.

Subrogation Waived

19. To the extent authorized by any fire and extended coverage insurance policy issued to Sublessor on the herein subleased premises, Sublessor hereby waives the subrogation rights of the insurer, and releases the State from liability for any loss or damage covered by said insurance.

Prevailing Wage Provision

20. For those projects defined as "public works" pursuant to Labor Code §1720.2, the following shall apply:

A. Sublessor/contractor shall comply with prevailing wage requirements and be subject to restrictions and penalties in accordance with §1770 et seq. of the Labor Code which requires prevailing wages be paid to appropriate work classifications in all bid specifications and subcontracts.

B. The Sublessor/contractor shall furnish all subcontractors/employees a copy of the Department of Industrial Relations prevailing wage rates which Sublessor will post at the job site. All prevailing wage rates shall be obtained by the Sublessor/contractor from:

Department of Industrial Relations
Division of Labor Statistics and Research
45 Fremont Street, 11th Floor
San Francisco, California 94105

C. Sublessor/contractor shall comply with the payroll record keeping and availability requirement of §1776 of the Labor Code.

D. Sublessor/contractor shall make travel and subsistence payments to workers needed for performance of work in accordance with §1773.8 of the Labor Code.

E. Prior to commencement of work, Sublessor/contractor shall contact the Division of Apprenticeship Standards and comply with §1777.5, §1777.6, and §1777.7 of the Labor Code and Title B, §20 et seq. of the Administrative Code.

Fair Employment Practices

21. During the performance of this sublease, the Sublessor shall not deny benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age, or sex. Sublessor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

Sublessor shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.), the regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code, Sections 11135-11139.5), and the regulations or standards adopted by the awarding State agency to implement such article.

DVBE Participation Requirement

22. It is mutually understood and agreed that the Sublessor operates a program to monitor compliance with the Disabled Veteran Business Enterprise (DVBE). Such monitoring is conducted by the sublessor's General Services Agency Purchasing Department, and as such contracts which the sublessor enters into compliance with the DVBE program overall. Sublessor does not require the Master Lessor in turn to provide such compliance in contractor or subcontractors as the sublessor has no contractual relation with those contractors or subcontractors.

Service Companies

23. Within fifteen (15) days after occupancy of the subleased premises by the State, Sublessor shall provide the State with the name, address, and telephone number of an agency or person convenient to the State as a local source of service with regard to Sublessor's responsibilities under this sublease as to repairs, maintenance, and servicing of the premises and any or all related equipment, fixtures, and appurtenances.

Service Credit

24. Sublessor agrees that the rental provided under the terms of Paragraph 4 hereof is based in part upon the costs of the services, utilities, and supplies to be furnished by Sublessor pursuant to Paragraph 13 hereof and that should the State vacate the premises prior to the end of the term of this sublease, or, if after notice in writing from the State, all or any part of such services, utilities, or supplies for any reason are not used by the State, then, in such event, the monthly rental as to each month or portion thereof as to which such services, utilities, or supplies are not used by the State shall be reduced by an amount equal to the average monthly costs of such unused services, utilities, or supplies during the six-month period immediately preceding the first month in which such services, utilities, or supplies are not used.

Holding Over

25. In the event the State remains in possession of the premises after the expiration of the sublease term, or any extension thereof, this sublease shall be automatically extended on a month to month basis, subject to thirty (30) days termination by either party, and otherwise on the terms and conditions herein specified, so far as applicable. If the last rental amount shown in Paragraph 4 included the amortization of a capital sum expended by Sublessor for certain alterations and improvements, as described in a separate paragraph herein, and the capitol sum has been fully amortized, the holdover rent shall be reduced by the amount of the monthly amortization payment. If the State fails to complete its move out within the notice period and remains for an extended period, additional rent shall be paid and prorated on a thirty (30) day month, based on the actual number of days the State occupies the premises following the effective date of termination.

Surrender of Possession

26. Upon termination or expiration of this sublease, the State will peacefully surrender to the Sublessor the subleased premises in as good order and condition as when received, except for reasonable use and wear thereof and damage by earthquake, fire, public calamity, the elements, acts of God, or circumstances over which State has no control or for which Sublessor is responsible pursuant to this sublease. The State shall have no duty to remove any improvements or fixtures placed by it on the premises or to restore any portion of the premises altered by it, save and except in the event State elects to remove any such improvements or fixtures and such removal causes damages or injury to the subleased premises, and then only to the extent of any such damage or injury.

Time of Essence, Binding upon Successors

27. Time is of the essence of this sublease, and the terms and provisions of this sublease shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns to the respective parties hereto. All of the parties hereto shall be jointly and severally liable hereunder.

No Oral Agreements

28. It is mutually understood and agreed that no alterations or variations of the terms of this sublease shall be valid unless made in writing and signed by the parties hereto, and that no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

Payment Of Unamortized Balance

29. It is agreed by the parties hereto that $4,024.00 of the total monthly rent payable hereunder during the term of this lease represents the amortization of a capital sum of $241,433.00 expended by Lessor for certain alterations and improvements and amortized in sixty (60) equal monthly payments with interest on the unpaid balance of 0.00 per annum. State shall have the right, at any time during the term of this lease, to pay Lessor in cash the unamortized balance or fraction of said balance of $241,433.00. In the event State elects to pay off the entire unamortized balance, the monthly rental payable thereafter during the balance of the amortization term shall be reduced by $4,032.00. In the event State terminates this lease under the provisions of Paragraph 3, and prior to the expiration of months, State agrees to pay Lessor the balance of the capital sum unamortized on the effective date of such termination.

In the event the premises are partially or totally destroyed by fire or other casualty, Sublessor shall be obligated to cause tenant improvements and alterations to be repaired at Sublessor's sole expense. In the event that such tenant improvements are destroyed and are not replaced, regardless of the reason, Sublessor shall be responsible for providing payment to State in an amount equal to the amortized value of improvements.

Sublessor may carry insurance to cover the full replacement cost of tenant improvements and alterations or may elect to self-insure for such loss, at Sublessor's discretion. If insurance is purchased to provide protection on tenant improvements, the State shall be named as a loss payee in connection with such insurance and Sublessor shall provide proof of such insurance to the State in the form of a certificate of insurance.

30. State shall retain title to all of the State's trade fixtures, equipment, furniture, furnishings and personal property and may remove these items upon the expiration or sooner termination of this Sublease.

31. If the whole or any substantial part of the building or appurtenant real property shall be taken or condemned by any competent authority for any public use or purpose, the term of this sublease shall end upon, and not before, the date when the possession of the part so taken shall be required for such use or purpose, provided, that at sublessor's option this sublease shall not terminate if State's subleased premises are not part of the taking and if State's access to and use of its subleased premises are not materially and detrimentally affected by the taking. Current rent shall be apportioned as of the date of such termination. State shall be entitled to make a claim for the value of the State's trade fixtures, equipment, furniture, furnishings, and personal property and for the State's moving expenses.

32. State shall not commit or allow the commission of any waste upon the subleased premises, or any public or private nuisance or any other act or thing that may disturb the quiet enjoyment of any other sublessee in the building. State shall not use the subleased premises or allow its use, in whole or in part, for any purposes or use that is in violation of any laws, ordinances, regulations or rules of any public authority applicable to the subleased premises.

IN WITNESS WHEREOF, this sublease has been executed by the parties hereto as of the date first above written.

STATE OF CALIFORNIA

Approval Recommended

DEPARTMENT OF GENERAL SERVICES
REAL ESTATE SERVICES DIVISION
PROFESSIONAL SERVICES BRANCH

By _____
LARRY SMITH, Real Estate Officer

LS:dp:h:edd:larry\96060521

Approved

DIRECTOR OF THE DEPARTMENT
OF GENERAL SERVICES

By _____ 12/8/98
JAMES STALLING, Area Manager

COUNTY OF RIVERSIDE

ATTEST:
GERALD A. MALONEY, Clerk

By _____
DEPUTY

By _____
CHAIRMAN, Board of Supervisors
JOHN F. TAVAGLIONE

By _____
DANIEL C. BURKE, Master Lessor

By _____
MICHAEL P. BURKE

By _____
ADRIENNE C. BURKE

By _____
Elaine Arturo, Trustee for the
DONALD T. KITTS Separate Property
5/27/97

6/30/98 3.15

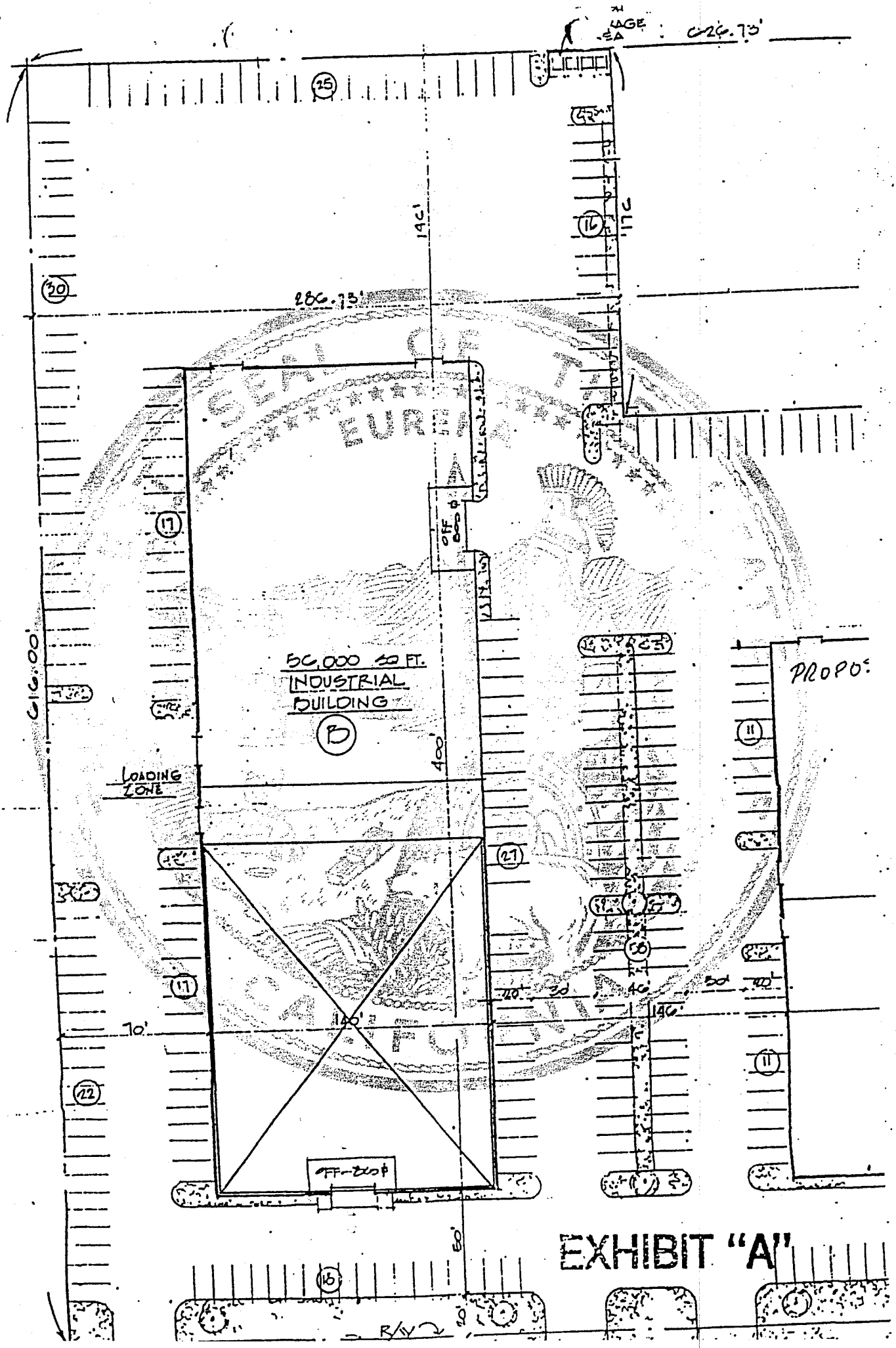
LAGE
286.73'
25
16
17
20
22
27
11
19
26
140'
70'
400'
116.00'
50,000 SQ FT.
INDUSTRIAL
BUILDING
B
LOADING
ZONE
OFF-STREET
PARKING
PROPOSED
40'
30'
50'
60'
R/W
EXHIBIT "A"

EXHIBIT B
OUTLINE SPECIFICATIONS

PROJECT: **OFFICE QUARTERS**

TRANSACTION NO: **9606052**

AGENCY: **EMPLOYMENT DEVELOPMENT DEPARTMENT**

DATE: **10/9/96**

LOCATION: **1153 SPRUCE ST. RIVERSIDE, CA**

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DIVISION 3	SPECIAL PROVISIONS	

I have read this Exhibit "B" Specification and understand it is incorporated into, and is part of, this lease. I have acknowledged each and every page either by placing my/our initials on 1) the cover sheet, or 2) each and every page.

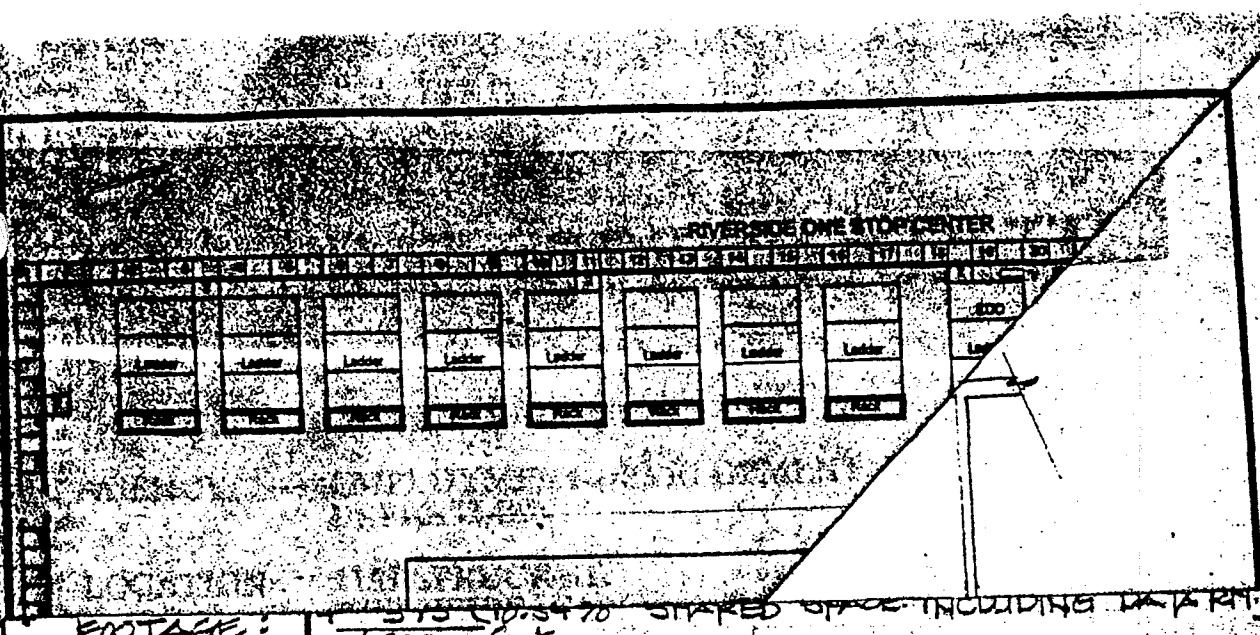
Office of
REAL ESTATE & DESIGN SERVICES
Department of General Services State of California

CONTACT SUSAN KIM
Space Planner

PHONE (916) 323-5794

EBNA-COV
(Rev. 1/96)

Initials 11/9/96



2

FOOTAGE: 1 - 375 (10.54%) STAFFED OFFICE INCLUDING DEPT.
6022 S.F.

Net Office Area 6022	EXHIBIT A
Net Storage Area	
Misc. Facilities	
TOTAL NET AREA 6022	
Tare	
TOTAL INSIDE GROSS	
Parking Stalls Area	

PLEASE INITIAL

TRANS. NO. 9606052	AGENCY 1-26-97	SHEET NO. 1
DATE 10-9-96 REV: 1-8-97	F.M.	
DESIGNER S.K	O.R.E.D.S. 1/8/97	OF 1 SHEETS

PROJECT OFFICE QUARTERS

AGENCY EMPLOYMENT DEV. DEPT.

LOCATION 1153 SPRUCE ST. RIVERSIDE, CA 92507

1/19/97

Office of
REAL ESTATE & DESIGN SERVICES
Department of General Services State of California

Department of General Services State of California

CONTACT SUSAN KIM
Space Planner

PHONE (916) 323-5794

EBNA-COV
(Rev. 1/96)

Initials 1/19/97

DIVISION 1 -- GENERAL REQUIREMENTS

01.01 GENERAL INFORMATION

A See Division 3, SPECIAL PROVISIONS, which may delete or amend other portions of this specification.

B The quarters shall consist of an office building, or portion thereof, if so indicated, and appurtenant facilities complete and ready for occupancy and in accordance with sketch plans marked Exhibit "A" and these outline specifications.

C The State's intent is to achieve adequate standards of quality and yet avoid unnecessary alterations so that in all cases where an existing feature meets requirements specified herein Lessor's obligation is only to maintain that feature as it exists.

D In case of conflict between Exhibit "A" and these specifications, the Exhibit "A" supersedes these specifications.

E Wherever reference is made to "State," "Agency," "Department," or other State of California administrative department, it shall be construed to mean "Department of General Services." Any deviation from the Exhibits "A" and "B" of the lease shall require approval from the Department of General Services.

01.02 CONSTRUCTION AND CODE REQUIREMENTS

A In general, these specifications and sketch plans describe minimum standards of premises leased for State use. Construction methods or materials other than those mentioned herein may be acceptable if in the opinion of the State they provide equal appearance and utility.

B Premises shall include installation and annual servicing of fire hoses and extinguishers in cabinets located as required by codes, as applied by officials responsible.

C Premises when completed shall conform to applicable codes, ordinances, and zoning laws and shall be constructed in accordance with sound engineering practices. The Department of General Services will consider only those facilities that can demonstrate the ability to meet a seismic performance objective of substantial life safety as outlined in any of the following codes:

1. 1973 Uniform Building Code (UBC).
2. Applied Technology Council (ATC) Reports 14 & 22.
3. 75% of the seismic force levels in the current UBC as adopted by the State Building Standards Commission.

Certification of the above requirements must be provided by an independent, licensed, structural engineer at the lessor's expense.

D Premises shall also conform to regulations and orders of the State Department of Industrial Relations and shall meet the requirements of the State Fire Marshal's regulations. If fire, safety, or health hazards are detected either before or after occupancy by State, they shall be corrected by Lessor at his sole cost and expense.

E Lessor hereby guarantees that premises are ready for occupancy, are tenantable, and that mechanical, electrical, plumbing, and other facilities and features (including architectural finishes, paint, hardware, doors, floor covering, etc.) are of quality capable of giving satisfactory service for the term of this lease.

F Where the State occupies any portion, or all of a multi-story building, the Lessor shall provide an emergency evacuation plan for the tenants. The plan shall be coordinated with the tenant agency Emergency Coordinator. In addition to any code required exit signage, lessor shall provide sufficient "key" floor plans to clearly delineate emergency exit routes, corridor located fire extinguishers and fire alarm stations. Key plans shall be located in central traffic areas, wall mounted and framed under glass, minimum size 8" x 10".

01.03 ASBESTOS

A Lessor shall operate and maintain the below describes spaces free of hazard from asbestos containing construction materials (ACCM's) as defined in Title 15, Sections 1601 and 2607 of the United States Code. An asbestos hazard will be recognizedif an average concentration exceeds 0.01 fibers longer than five microns per cubic centimeter of air measured over an eight hour period as determined by the Transmission Electron Microscopy (TEM) method. TEM testing will be mandatory if samples tested by the Phase Contrast Microscopy (PCM) method indicate .1 or more fibers per cc of air.

1. Space leased to the State and plenums in the same HVAC zone.

2. Common public areas which State employees or its invitees would normally/reasonably use.

3. Building maintenance areas, utility spaces, and elevator shafts within or serving areas described in items 1 and 2 above.

B In the event construction of the building wherein leased premises are located was completed prior to 1979, the Lessor shall provide the State with certification that the areas referred to above are free of asbestos hazard from ACCM's prior to the execution of this lease. If said premises were constructed after 1979, Lessor shall provide OREDS with a written statement to that effect.

C Certification shall be in the form of an ACCM's Survey and Evaluation Report prepared by a qualified Industrial Hygienist who shall be certified by the American Board of Industrial Hygiene (ABIH) or an Environmental Protection Agency (EPA) - Asbestos Hazard Emergency Response Act (AHERA) certified inspector. Said survey shall include those areas listed in paragraph (A). Survey requirements are: visual walk-through inspection and testing of suspected ACCM's. Bulk samples of suspected ACCM's shall be analyzed by a laboratory certified by the Department of Health Services and recognized by the EPA Quality Assurance Program using the polarized light microscopy (PLM) method. If friable asbestos is found or the physical condition of suspected ACCM's

indicate possible fiber release, air sampling and testing by the Phase Contrast Microscopy (PCM) method must be performed. If asbestos fiber concentrations of .1 fibers per cc of air or greater are found, further testing by the Transmission Electron Microscopy (TEM) method is mandatory. Said survey and evaluation report shall identify all ACCM's found and recommend abatement procedures. If necessary, the report shall also specify guidelines for the implementation of an operation and maintenance plan inclusive of any required monitoring and testing intervals. The report is subject to review and approval by the State and the Lessor shall agree to all conditions contained therein.

D If at any time during the term of this lease, or during any extension or renewal hereof, previously unidentified ACCM's hazard is discovered, or airborne asbestos fibers above the maximum allowable limits are found to be entering the State-leased space from any other area within the building or buildings in which the State-leased space is located, the Lessor shall immediately, at Lessor's sole cost and expense, control such release and perform abatement of all hazardous ACCM's that are determined to be affecting the State-leased space.

E Lessor shall perform asbestos notification as required by Chapter 10 4 of the Health and Safety Code and shall guarantee that all abatement work as required under the conditions of this lease is performed by a licensed contractor certified by the Contractors State License Board and registered with the Division of Occupational Safety and Health. The State reserves the right to establish consultant oversight of any asbestos related work program at its expense.

F Additionally, Lessor shall be responsible for any and all direct or indirect costs associated with the abatement of the above described ACCM's which include, but is not limited to the actual costs to the Lessor for ACCM's abatement and for all required monitoring reports before, during, and after abatement. In effect, all costs shall be borne by the Lessor that are in any way associated with the abatement of ACCM's from the Lessor's building including clean up of contaminated State-owned equipment, furnishings, and materials. Copies of the air monitoring reports shall be furnished to the State together with certification by a Industrial Hygienist Consultant registered with Cal/OSHA that the area is free of hazard from ACCM's.

G If it is determined that for safety reasons its employees should be relocated at any time prior to or during the abatement of ACCM's, the Lessor shall provide comparable accommodating space (at no cost to the State) throughout the abatement process. Said determination shall be made by a qualified representative of Cal/OSHA. The Lessor specifically agrees to pay for all costs associated with this move or reimburse the State, if the State paid for this cost, including all reasonable administrative costs and cost of moving or renting furniture, data processing, and telephone equipment.

H In the event, after written notice is provided by the State, the Lessor fails, refuses, or neglects to diligently pursue abatement of above described asbestos hazard from ACCM's, the State may effect such abatement; and, in addition to any other remedies it may have, deduct all reasonable costs of such abatement and all costs associated in any way with the abatement of the above described ACCM's from the rent that may then be or thereafter become due throughout the term of this lease. For this purpose and as a condition of this lease agreement, the Lessor shall obtain an EPA generator number and grant license to the State for its use.

I In addition to any other remedies it may have, in the event the Lessor fails to diligently pursue abatement of asbestos hazard from ACCM's, as required under the provisions of this lease, the State may, by notice in writing, terminate this lease. Lessor shall be liable to the State for all expenses, losses, and damages reasonably incurred by the State as a result of such termination; including, but not limited to additional rental necessary to pay for an available similar replacement facility over the period of what would have been the remaining balance of the lease term plus any option periods, costs of any necessary alterations to the replacement facility, administrative costs, and costs of moving furniture, data processing and telephone equipment.

J. The Lessor shall indemnify, defend, and hold the State of California, its officers, and employees harmless from and against any and all losses, damages, judgments, expenses (including court costs and reasonable attorney fees), or claims whatsoever, arising out of, or in any way connected with or related to, directly or indirectly, the presence of asbestos hazard from ACCM's within the State-leased space or the building in which the leased premises are located.

DIVISION 2 -- DESIGN REQUIREMENTS

02.01 FLOOR FINISHES

A Concrete floors in janitor closets, heater, or utility rooms may be left sealed and exposed. Office areas throughout shall have vinyl composition tile or equal resilient floor covering with 4" topset rubber base.

02.02 EXTERIOR WALLS

A Exterior walls, including door and window assemblies, shall be constructed or processed so that they are weatherproof. Caulk all visible cracks that allow outside air to penetrate the building's envelope.

02.03 INTERIOR WALLS AND PARTITIONS

A Walls and partitions shall be as shown. Subject to code limitations, those indicated as solid partitions may be wood or metal stud with plaster or gypsum wallboard or other construction of equal sound retardant value. Single panel partitions may be used only if so noted on the plan or in Division 3 of these specifications.

02.04 ROOF AND INSULATION

A Roof shall be weathertight and provided with suitable drainage system that will effectively dispose of roof water without interfering with use of premises.

02.05 ACOUSTICAL CEILINGS

A Ceilings of office areas, including reception, corridors, and office storage areas shall have acoustical ceilings of 1/2" perforated acoustical tile or other approved material with equivalent acoustical qualities.

02.06 DOORS

A Doors separating conditioned and nonconditioned space shall be weatherstripped or gasketed to effectively and reliably limit air infiltration. Adhesive foam-type weatherstripping is not acceptable.

02.07 PAINTING

A Interior walls and ceilings, painted sash, doors, and trim, shall be in clean, newly painted condition.

B Any painting called for on Exhibit "A", or in Exhibit "B" of Division 3, Special Provisions shall be as noted herein:

1. Walls and ceiling shall be finished in semi-gloss stipple enamel. Acoustical tile shall be finished with nonbridging paint, "Off-White".

2. Stained or natural finish wood shall be finished with satin varnish.

02.08 BUILDING SPECIALTIES

A Toilet Room Accessories -- Shall include toilet paper holders (slope top), toilet seat cover dispensers, coin-operated sanitary napkin dispensers, paper towel holders, waste receptacles, and soap dispensers. Each toilet stall shall have inside locking device and coat hook. Provide sanitary napkin receptacle and folding purse shelf in each women's toilet stall.

B Mirror -- Provide mirror with shelf below for each lavatory. Two or more lavatories may have continuous mirror and shelf.

C Mail Receptacle -- Near main entrance door, provide suitable slot and receptacle for receipt of mail.

D Sunlight and Privacy Control -- Equip windows and exterior glazed openings in office areas with venetian blinds or other Office of Real Estate and Design Services approved device for privacy. All sunlit windows and glazed openings shall have exterior overhangs, fins, solar screens, reflective glass coatings, reflective glass panes, or other Office of Real Estate and Design Services approved device for sun control.

E Signs -- It is the intent of this paragraph to provide proper State identification for the public's information. Signage shall be placed to suit the building configuration and the entrance to the State's quarters.

1. Interior: On or near entrance door install the words "STATE OF CALIFORNIA" and name of State agency and address numbers as directed. Signage may be either painted or pressure sensitive vinyl letters. Provide similar agency identification signage in the building directory, if any. Each toilet room shall have proper identification signs.

2. Exterior: (Only if building is totally occupied by the State.) Letters shall be of cast aluminum, bronze, or dimensional plastic. Submit catalog or sample for approval by the State. The words "STATE OF CALIFORNIA" shall be 6" high and the name of the department shall be 10" high. Sign shall include street address numbers, 4" high.

F Flagpole -- Where the State occupies more than 50% of the available building space, or is the sole tenant, Lessor shall provide a flagpole. Flagpole shall be tapered aluminum with external halyard system and snap connections for two flags. Pole shall be 30' above grade if free-standing or 14' minimum above parapet if attached to building. Install cleat centered at approximately 5' above ground. Provide lockable halyard box of length to enclose cleat and protect halyards to 10' above ground.

02.09 PLUMBING

A Plumbing facilities shall be as indicated on plans, with number and type of fixtures shown. Provide hot and cold water at each lavatory and sink.

Provide one or more refrigerative drinking fountains within close proximity to office quarters or as indicated on plans.

B At fixtures provided for the State's exclusive use, provide the following:

Hot water to lavatories and sinks shall not exceed 105°F. Flow restrictors or orifices shall be installed in all hot and cold water lavatory faucets to restrict water flow to a maximum of 1-1/2 gpm.

C Operating water heaters and storage tanks shall be fitted with external insulation blankets rated at a minimum thermal resistance value of R-6 unless the existing insulation jacket is in excess of R-12.

02.10 HEATING, VENTILATING, AND COOLING

A Comfort conditioning system shall consist of a fully automatic heating, cooling, and ventilating system providing air continuously during occupied hours to area designed for occupancy; including storage-work rooms, lounge, employees' room, and where noted on plan, telephone equipment room.

B Systems shall be zoned for each exposure and for interior zones, each zone of size and shape to insure even distribution and temperature control throughout occupied space.

C The heating, ventilating, and cooling system shall be capable of maintaining the following temperatures in all occupied areas:

Winter: 68°F. (18.3°C)
Summer: 78°F. (25.5°C)

Nonmechanical heating and cooling, such as indirect/direct evaporative cooling, desiccant dehumidification, and passive solar design measures are preferred, provided the above temperatures can be maintained.

D Distribution ductwork shall be properly insulated. Ductwork shall be concealed or aesthetically compatible with the architectural design of the interior space. Air distribution system shall be equipped with air volume controls and shall be capable of draftless operation at acceptable noise level while handling designed flow of air. Return air shall be conducted through registers connected to ductwork or plenum above ceilings, except as otherwise approved by the State. The ductwork construction and installation shall conform to the appropriate Sheet Metal and Air Conditioning Contractors National Association, Inc. (SMACNA) low velocity, high velocity, or fibrous glass duct construction standards.

Individual supply and return air outlets shall be provided in each enclosed area.

E All fan systems shall be equipped with an economizer system that will use outdoor air up to 100% of fan capacity for cooling of the building. Operation of the economizer cycle shall be controlled by outside dry bulb air temperature. Outdoor air dampers are to be adjusted for tight closure.

F Minimum outside air ventilation shall be 20 cfm per person. If the State specifically designates areas where smoking is prohibited, the minimum may be 10 cfm per person. The complete hydronic and air system shall be checked, adjusted, and balanced by an established air balancing firm. Balance reports shall be delivered to the State upon occupancy of the building. Annually thereafter, outdoor air damper operation and outdoor air quantities shall be verified by an established air balancing firm and a report delivered to the State.

G A design supply air flow of 0.5 cfm per s.f. in interior or windowless perimeter spaces is acceptable.

H Toilet rooms without natural ventilation shall be provided with a mechanical exhaust system providing a minimum of 12 air changes per hour. Replacement air shall be supplied from the building system. Where toilet rooms have individual exhaust fans, the fan operation shall be interlocked with the toilet room light switch.

I Thermostats shall be provided for the regulation of the "daytime" temperature in each zone without manual attention by tenant. The thermostats shall include automatic change-over from heating to cooling. "Dead-band" thermostats shall be used with adjustable range where no heating or cooling is activated. The temperature range of the thermostats shall be minimum 55°F to 85°F (13°C to 29°C). Lockable temper-proof covers shall be provided. Thermostats shall be cleaned, calibrated, and adjusted to 68°F maximum for heating and 78°F minimum for cooling. Room thermostats shall be located in a representative location (out of sun, out of diffuser blow, and not on walls near return air devices).

J One or more readily accessible, adjustable, automatic-control time clocks (7-day), battery or spring loaded, or energy management start/stop systems (micro processors) shall be provided to allow the shutoff and startup of the heating, ventilating, and cooling equipment for off-hour energy control. Locate control unit in mechanical room or as directed by the State. State shall determine maximum daily hours of operation. Provide one-hour bypass timers where after-hours operation is noted on plans.

K Filtration shall be provided for all ventilated (outside air) and recirculated air. Low static pressure filters shall be used, with 0.15" maximum pressure drop when clean, except in areas requiring a cleaner atmosphere.

L Shut off registers and radiators to vestibules, lobbies, hallways, and stairwells. For double duct systems, shut off cooling during heating months and heating during cooling months.

M Raise cold air supply temperature, lower hot air supply temperature, lower boiler water temperature, lower condenser water temperature, and raise chilled water temperature to compensate for reduced heating and cooling load while maintaining the room temperatures in accordance with Section 02.12 C.

N All equipment shall be inspected for proper operation at least every month. An inspection and maintenance log for time clocks and all major equipment, including the economizer, shall be posted in the mechanical room or in a convenient building location and be available upon request for State inspection. Lessor shall keep inspection and maintenance records in the format described in Title 8, General Industry Saftey Orders, Section 5142.

02.11 ELECTRICAL

A Office areas shall have sufficient lighting fixtures properly spaced to be capable of providing the recommended lighting levels of illumination indicated in the following table:

Lighting Levels for Office Space

(Levels shown are average maintained horizontal footcandles, measured 30" above finished floor).

	Average Footcandle Level	Acceptable Footcandle Range
Service areas or public areas	15	12 - 18
Circulation areas within-office space not at work stations	30	24 - 36
Waiting rooms, toilets and lounge areas	15	12 - 18
Conference tables and auditoriums	30	27 - 33
Normal office work, reading, writing, etc.	50	40 - 60
Office work prolonged, visually difficult or critical in nature (where noted on plan)	75	60 - 90
Office work prolonged, visually difficult and critical in nature (where noted on plan)	100	80 - 120
Areas over open drawers or filing cabinets	30	27 - 33
Snack bars	20	17 - 33

B The total lighting system design load for office space shall not exceed 2.0 watts per s.f. Proper lighting at task locations is important. Average footcandle levels shall not be exceeded. Lessor is encouraged to install task lighting or task area lighting with lower ambient background illumination than the average footcandle levels listed above.

C Corridors, toilets, and lounges shall be lighted with shielded fluorescent fixtures with energy efficient lamps. Replace incandescent lamps with fluorescent strip lights wherever possible.

D Lights shall be controlled by wall switches in general. All light switches shall be installed within the space controlled by them or near entrances and exits to area served.

E Any panel switches shall have a 7-day spring or battery-loaded time clock set for a maximum of 10-1/2 hours of operation daily. Time clocks shall have manual override with one hour reset. Override shall be accessible to tenant.

F Decorative lighting shall be kept to a minimum or eliminated.

G Duplex convenience outlets shall be three wire grounding type, provided in number indicated, and located as shown or directed with at least one in each office.

H Provide wiring and electrical switching and control equipment for heating, ventilating, and cooling equipment and other special power or heating equipment.

I Lessor shall provide and install all conduit, complete with pull wire, necessary for telephone installation including conduit from exterior of building to junction box location and telephone distribution centers. Provide telephone terminal cabinet of proper size as directed by telephone company. Provide flush cabinets or closets to enclose all telephone backboards, terminal strips, and telephone equipment except where suitable telephone company furnished covers will serve to conceal these items. Provide lighting and power outlet(s) in closets as required by telephone company. Telephone service outlets shall be as shown and conduit provided to serve these locations.

02.12 PARKING AND PAVING

A If parking is shown or indicated on plan, or in lease documents, it shall have bumpers to protect property and pedestrians. Area shall be paved, including paved access from street, and be properly graded for effective disposal of surface water away from building and off site. Mark paving stalls with painted 4" wide stripes of white traffic paint or indicate by marker buttons. Provide direction arrows, "IN" and "OUT" indications, etc., and appropriate designation of space for State use, as necessary.

DIVISION 3 -- SPECIAL PROVISIONS

The following Special Provisions supplement requirements specified in Divisions 1 and 2 and supersede requirements which are in conflict.

NONE

EXHIBIT "C"

LEASE

(ECONOMIC DEVELOPMENT AGENCY
1151 Spruce Street, Riverside, California)

DANIEL C. BURKE, MICHAEL P. BURKE, ADRIENNE C. BURKE, and DONALD T. KITTS, herein called Lessor, leases to the COUNTY OF RIVERSIDE, herein called County, the property described below upon the following terms and conditions:

1. Description. The premises leased hereby consist of approximately 26,880 square feet located within that certain building located at 1151 Spruce Street, Riverside, California, plus 161 vehicular parking spaces, 7 of which are secured, situated adjacent to the building, as more particularly shown on Exhibit "A", attached hereto and by this reference made a part of this lease.

2. Use.

(a) The premises are leased to County primarily for the purpose of providing office space, for use by its Economic Development Agency, but may be used for any official business of County government.

(b) County shall have the exclusive possession of the leased premises and common usage of the walkways, rest rooms, driveways, vehicular parking spaces, and other similar facilities maintained by Lessor for other tenants and the public.

3. Term.

(a) The term of this lease shall be for a period of sixty (60) months. Directly upon the approval of this lease by the Board of Supervisors, Lessor shall apply for a building permit. The lease shall commence one hundred twenty (120) days from the issuance of a building permit from the City of Riverside or the date upon which County can take useful occupancy, subject to the provisions contained in Paragraph 12 herein. County reserves the right to determine if the leased premises are prepared for useful occupancy.

(b) Any holding over by County after the expiration of said term shall be deemed a month-to-month tenancy upon the same terms and conditions of this lease.

(c) County shall have the right of first refusal as to the renewal of this lease at the expiration of said term on whatever terms and conditions Lessor may then offer.

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4. Options to Extend. County shall have options to extend the term of this lease for five separate and consecutive one (1) year periods, which options shall be exercised in the following manner:

(a) The first option shall be exercised by County giving Lessor notice of its election thereof, in writing, no later than sixty (60) days prior to the expiration of the initial term of this lease.

(b) The second option shall be exercised by County giving Lessor notice of its election thereof, in writing, no later than sixty (60) days prior to the expiration of the first extended term of this lease.

(c) The third option shall be exercised by County giving Lessor notice of its election thereof, in writing, no later than sixty (60) days prior to the expiration of the second extented term of this lease.

(d) The fourth option shall be exercised by County giving Lessor notice of its election thereof, in writing, no later than sixty (60) days prior to the expiration of the third extended term of this lease.

(e) The fifth option shall be exercised by County giving Lessor notice of its election thereof, in writing, no later than sixty (60) days prior to the expiration of the fourth extended term of this lease.

5. Rent.

(a) County shall pay the sum of $10,819.00 per month to Lessor as rent for the leased premises, payable, in advance, on the first day of the month or as soon thereafter as a warrant can issue in the normal course of County's business; provided, however, in the event County cannot take useful occupancy of the leased premises until after the first day of the month, the rentals for the first and last months shall be pro-rated on a 30-day calendar basis, payable on the date of occupancy for the first month and on the first day of the last month, or as soon thereafter as a warrant can issue in the normal course of County's business.

(b) In addition to the monthly rental above stated County shall pay to Lessor the sum of $15,658.00 per month for sixty (60) months as a partial reimubursement for the costs of improvements made by Lessor pursuant to its obligation under Paragraph 9 of this lease. Lessor to provide attachment 1, an itemized cost statement, upon completion of improvements.

(c) Notwithstanding the provisions of Paragraph 5(a) herein, the monthly rental (but not the including the monthly payment of $15,658.00 for improvement reimbursement) shall be adjusted on each anniversary of this lease by an amount equal to the percentage differential between the then current Consumer Price

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Index (Los Angeles-Anaheim-Riverside, All Urban Consumers, all Items published monthly by the U. S. Department of Labor) for the month in which such anniversary occurs and the Consumer Price Index for the same month in the preceding year; provided, however, that the annual adjustment herein shall not increase or decrease the monthly rent for the following year in excess of eight percent (8%) thereof. If the Consumer Price Index is discontinued or revised during the term hereof, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the index had not been discontinued.

6. Custodial Services. Lessor shall provide, or cause to be provided, and pay for all custodial services in connection with the leased premises and such services shall be provided as set forth in Exhibit "B", attached hereto and by this reference made a part of this lease. Custodial services will be bondable and proof of such insurance provided.

7. Utilities. County shall pay for all telephone and electrical services used in connection with the leased premises. Lessor shall provide, or cause to be provided, and pay for all other utility services, including, but not limited to, water, gas, refuse collection and sewer services, as may be required in the maintenance, operation and use of the leased premises.

8. Maintenance.

(a) Lessor warrants that the leased premises shall be in good and suitable condition for the uses contemplated herein at such time as County can take useful occupancy. Lessor shall keep the leased premises in such condition, and in compliance with federal, state and local laws, ordinances, rules, codes and regulations relating to fire, health and safety, and Lessor shall maintain the exterior and interior of the leased premises, including, but not limited to, insect pest control services, air conditioning equipment, heating equipment, plumbing, electrical wiring and fixtures, windows and structural parts, in good working condition and repair and in compliance with such laws, ordinances, rules and regulations to include, but not limited to, the Americans with Disabilities Act.

(b) In the event Lessor fails, or refuses, to make any repairs to the leased premises as may be required or necessitated, County reserves the right to undertake such repairs, subject to two (2) weeks' notice to Lessor in writing. The costs and expenses of such repairs shall be deducted from any rents due hereunder.

(c) Notwithstanding the provisions contained in Paragraph 8(b) above, in the event an emergency arises which requires or necessitates repairs to the leased premises in order to insure the health and safety of persons or property or both, and Lessor fails, or refuses, to make such repairs in an expeditious manner, County may undertake such repairs and notify Lessor thereof

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in writing promptly thereafter. The costs and expenses of such repairs shall be deducted from any rents due hereunder.

9. Improvements by Lessor.

(a) Lessor, at its expense, shall prepare the leased premises for useful occupancy as shown on Exhibit "C", attached hereto and by this reference made a part of this lease.

(b) Lessor recognizes and understands that said preparation of the leased premises shall be subject to the provisions contained in the California Labor Code (commencing with Section 1720) relating to general prevailing wage rates and other pertinent provisions therein.

(c) Lessor shall comply with all applicable building standards including, but not limited to, the Americans with Disabilities Act in preparing the premises for occupancy as specified in Paragraph 9(a) above. A Certificate of Occupancy must be issued by the City of Riverside prior to the County's acceptance of the leased premises.

10. Improvements by County.

(a) Any alterations, improvements or installation of fixtures to be undertaken by County shall have the prior written consent of Lessor after County has submitted plans for any such proposed alterations, improvements or fixtures to Lessor in writing. Such consent shall not be unreasonably withheld by Lessor.

(b) All alterations and improvements made, and fixtures installed, by County shall remain County property and may be removed by County at or prior to the expiration of this lease; provided, however, that such removal does not cause injury or damage to the leased premises, or in the event it does, the premises shall be restored.

11. Insurance. Lessor shall procure and maintain during the term of this lease fire insurance and extended coverage on the leased premises. Lessor shall provide County with satisfactory proof of such insurance coverage in the form prescribed by County.

12. Options to Terminate.

(a) The Lessor shall apply for a building permit within three (3) working days from Board approval of this lease. In the event County cannot take useful occupancy within one hundred twenty (120) days of issuance of a building permit by the City of Riverside, then County may, at its election, either (1) deduct from any rents that may become due hereunder the sum of $882.57 for each day the leased premises are not prepared for useful occupancy as liquidated damages for failure to provide useful occupancy in a timely manner as prescribed hereunder, and Lessor and County agree that such damages are to be one of the mutually exclusive remedies,

as prescribed in this Paragraph 12, for such failure, in that at the time of entering into this lease it would be impractical and extremely difficult to fix the actual damages that would flow from Lessor's failure to provide useful occupancy in a timely manner, including, but not limited to, the difference in money between the total sum to be paid by County to another party for rent to lease such party's real property, if the rental hereunder is less than the rental to be paid such other party, or (2) cancel this lease and Lessor hereby waives any and all rights that it may have against County for any costs, expenses and/or charges that Lessor may have incurred as a result of preparing the leased premises for occupancy.

(b) County shall have the option to terminate this lease if the leased premises are destroyed or damaged to the extent that they cannot be repaired within sixty (60) days. If the damage can be repaired within sixty (60) days, it shall be the duty of the Lessor to make such repairs promptly, and during said period, the rent shall abate pro rata as to any portion of the leased premises not usable by the County. County reserves the right to determine what, if any portions of the leased premises are usable.

(c) The parties hereto recognize and understand that the rental consideration hereunder originates from county, state and/or federal sources and therefor, if such funding is reduced or otherwise becomes unavailable during the initial term of the lease, County shall have the right to terminate this lease by giving Lessor sixty (60) days notice thereof in writing.

(d) In the event that County terminates this lease as provided in Paragraph 12(c), County agrees to pay Lessor the balance of all payments which would otherwise be due monthly for improvements under Paragraph 9(a). Such accelerated concluding balance shall be computed by multiplying $15,658.00 times the number of months remaining on the initial sixty (60) month term of this lease.

13. Notices. Any notices required or desired to be served by either party upon the other shall be addressed to the respective parties as set forth below:

County:	Lessor:
County of Riverside GSA/Building Services 3133 Seventh Street Riverside, CA, 92507	Daniel C. Burke, Michael P. Burke, Adrienne C. Burke, and Donald T. Kitts 28 Hammond, Suite F Irvine, California 92718

or to such other addresses as from time to time shall be designated by the respective parties.

14. Quiet Enjoyment. Lessor covenants that County shall at all times during the term of this lease peaceably and quietly have, hold and enjoy the use of the leased premises so long

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as County shall fully and faithfully perform the terms and conditions that it is required to do under this lease.

15. Binding on Successors. The terms and conditions herein contained shall apply to and bind the heirs, successors in interest, executors, administrators, representatives and assigns of all the parties hereto.

16. 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 hereto waive all provisions of law providing for a change of venue in such proceedings to any other county.

17. Attorney's Fees. In the event of any litigation or arbitration between Lessor 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 attorney's fees, incurred therein by the successful party, all of which shall be included in and as a part of the judgement rendered in such litigation or arbitration.

18. County's Representative. County hereby appoints the Director of the General Services Agency as its authorized representative to administer this lease.

19. 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. This lease may be changed or modified only upon the written consent of the parties hereto.

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20. This lease shall not be binding or consummated until its approval by the County's Board of Supervisors.

Dated: June 23, 1994

(Lessor)

By: Daniel C. Burke
Daniel C. Burke

By: Michael P. Burke
Michael P. Burke

By: Adrienne C. Burke
Adrienne C. Burke

By: Donald T. Kitts
Donald T. Kitts

COUNTY OF RIVERSIDE (Lessee)

By: Kay Ceniceros
Chairman
Board of Supervisors
KAY CENICEROS

Facsimile Signature Affixed by Clerk per §3103 Gov. Code

ATTEST: JUN 28 1994
GERALD A. MALONEY
Clerk of the Board
By: Margaret Reyna (Deputy)

FORM APPROVED
COUNTY COUNSEL
JUN 15 1994
BY D. Blankenship

SE:sa
6/16/94
38

AMENDMENT TO SUBLEASE AMENDMENT NO. TWO (2)
FILE NO. 4517-001
PROJECT NO. 119109

THIS AMENDMENT TO SUBLEASE, made and entered into this 10th day of April 2009, by and between the County of Riverside, hereinafter called Sublessor, and the State of California acting by and through the Director of the Department of General Services, hereinafter called the State.

W I T N E S S E T H:

WHEREAS, the Master Lease dated June 23, 1994, as amended November 7, 1994, February 20, 1996, March 7, 1996, September 24, 1996, June 17, 1997, October 14, 1997, March 9, 1999, August 24, 1999, April 11, 2000, November 14, 2000, November 6, 2001, December 11, 2001, January 13, 2004, and December 14, 2004, the termination date is October 31, 2009.

WHEREAS, under sublease dated June 10, 1998, the State hires from Lessor certain premises located at 1153 Spruce Street, Riverside, California as more particularly described in said sublease; and

WHEREAS, the parties hereto desire to amend said sublease to (1) increase the subleased space; (2) change the ending date of the sublease; and (3) adjust the monthly rental

NOW THEREFORE, it is mutually agreed between the parties hereto as follows:

1. Effective July 1, 2008, the description of the subleased space under Paragraph one (1) of said sublease is amended to read: 8,247 square feet of office space on the first floor of the building located on 1151 Spruce Street, Riverside, California as outlined in red (exclusive) and green (shared) on the attached Exhibit "D", consisting of one (1) sheet, titled "Floor Plan w/ Sublease Area Calculations", project number 119109, dated April 6, 2008. Said Exhibit "D" hereby being incorporated into this sublease.

2. Effective July 1, 2008, the ending term under Paragraph two (2) of said sublease shall be October 31, 2009.

3. Effective July 1, 2008, the monthly rent payable under Paragraph 4 of said sublease shall be adjusted as follows:

THIRTEEN THOUSAND TWO HUNDRED TWENTY-NINE AND 98/100 DOLLARS ($13,229.98) from July 1, 2008, through October 31, 2009; and thereafter.

Except as amended herein, all the terms of said sublease hereinabove referred to shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, this Amendment to sublease has been executed by the parties hereto on the date first above written.

STATE OF CALIFORNIA

Approval Recommended:

DEPARTMENT OF GENERAL SERVICES
REAL ESTATE SERVICES DIVISION
PROFESSIONAL SERVICES BRANCH

By _____
DAVE HENG, Real Estate Officer

Sublessor:

COUNTY OF RIVERSIDE

By _____
Jeff Stone, Chairman
Board of Supervisors

ATTEST:

KECIA HARPER-IHEM
Clerk to the Board

By _____
Deputy

Approved:

DIRECTOR OF THE DEPARTMENT
OF GENERAL SERVICES

By _____
DOUGLAS C. SKEWES, Leasing Manager
Real Estate Services Division

Approved as to form:

PAMELA J. WALLS, County Counsel

SIGN

By Synthia M. Gunzel
Synthia M. Gunzel, Deputy

(7/03)

AMENDMENT TO SUBLEASE AMENDMENT NO. TWO (2)
FILE NO. 4517-001
PROJECT NO. 119109

THIS AMENDMENT TO SUBLEASE, made and entered into this 10th day of April 2009, by and between the County of Riverside, hereinafter called Sublessor, and the State of California acting by and through the Director of the Department of General Services, hereinafter called the State.

WITNESSETH:

WHEREAS, the Master Lease dated June 23, 1994, as amended November 7, 1994, February 20, 1996, March 7, 1996, September 24, 1996, June 17, 1997, October 14, 1997, March 9, 1999, August 24, 1999, April 11, 2000, November 14, 2000, November 6, 2001, December 11, 2001, January 13, 2004, and December 14, 2004, the termination date is October 31, 2009.

WHEREAS, under sublease dated June 10, 1998, the State hires from Lessor certain premises located at 1151 Spruce Street, Riverside, California as more particularly described in said sublease; and

Please Initial

WHEREAS, the parties hereto desire to amend said sublease to (1) increase the subleased space; (2) change the ending date of the sublease; and (3) adjust the monthly rental

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Except as amended herein, all the terms of said sublease hereinabove referred to shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, this Amendment to sublease has been executed by the parties hereto on the date first above written.

STATE OF CALIFORNIA

Approval Recommended:

DEPARTMENT OF GENERAL SERVICES
REAL ESTATE SERVICES DIVISION
PROFESSIONAL SERVICES BRANCH

By _____
DAVE HENG, Real Estate Officer

Sublessor:

COUNTY OF RIVERSIDE

By _____
Jeff Stone, Chairman
Board of Supervisors

ATTEST:

KECIA HARPER-IHEM
Clerk to the Board

By _____
Deputy

Approved:

DIRECTOR OF THE DEPARTMENT
OF GENERAL SERVICES

By _____
DOUGLAS C. SKEWES, Leasing Manager
Real Estate Services Division

Approved as to form:

PAMELA J. WALLS, County Counsel

By Synthia M. Gunzel
Synthia M. Gunzel, Deputy

(7/03)

Date: May 13, 2009

Amendment TWO (2)
Project #: 119109
Lease No. 4517-001

EXHIBIT

"D"

821

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

FROM: Economic Development Agency

SUBMITTAL DATE: September 16, 2009

SUBJECT: Amendment to Sublease – Economic Development Agency - Hemet

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

BACKGROUND: The County leases the facility located at 1025 and 1075 North State Street, Hemet, for the Economic Development Agency Workforce Development Center (EDA WDC). The State of California Economic Development Department (EDD) occupies space in the EDA WDC as a partner providing services to the community, and this Amendment to Sublease modifies the terms as follows:

(Continued)

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:**	09/10

SOURCE OF FUNDS: Revenue Lease-Rent income to Economic Development Agency from State

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: SYNTHIA M. GUNZEL DATE 9/22/09 By: Felicia Flournoy, Director

Departmental Concurrence

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

Prev. Agn. Ref.: 02/29/00, #3.18 | **District:** 3 | **Agenda Number:** 3.54

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

(Continued)

BACKGROUND:

Location:	1025 and 1075 N. State Street Hemet, California
Sublessor:	County of Riverside
Size:	6,055 square feet
Term:	July 1, 2008, through December 31, 2009
Rent:	$10,045.87 per month, payable to EDA
Utilities:	Provided by County under the Master Lease
Custodial:	Provided by County under the Master Lease
Maintenance:	Provided by County under the Master Lease
Improvements:	None
RCIT:	None

The original Sublease entered into between the County and the State on December 3, 1999 is attached for reference as Attachment "A". The Amendment to the Sublease is necessary to reflect an increase in square footage, extend the period of the sublease and adjust the monthly rents paid to EDA. The amendment has been approved as to form by County Counsel.

STATE OF CALIFORNIA

DEPARTMENT OF GENERAL SERVICES
REAL ESTATE SERVICES DIVISION

STANDARD SUBLEASE FORM

SUBLEASE COVERING PREMISES LOCATED AT **1025, and 1075 North State Street, Hemet, CA**
SUBLESSOR'S FED. TAX. I.D., NO. OR SOCIAL SECURITY NO. **N/A**
TENANT **Employment Development Department**

File No.: 4868-001
Transaction No.: 9809011

Preamble

This Lease Agreement, made and entered into this 3rd day of December, 1999, is a Sublease of that certain Lease Agreement (the "Master Lease") dated May 18, 1999, between STATE STREET BUILDINGS I AND II, a joint venture as Lessor (the "Master Lessor") and ECONOMIC DEVELOPMENT AGENCY, RIVERSIDE COUNTY as Lessee. This Sublease agreement is between

COUNTY OF RIVERSIDE
Acting by and through the Economic Development Agency, a subdivision of the County of Riverside

hereinafter called the "Sublessor", without distinction as to number or gender, and the State of California, acting by and through the Director of the Department of General Services, hereinafter called the "State."

WITNESSETH

WHEREAS, under the Master Lease, Sublessor hires from Master Lessor certain premises located at 1025, and 1075 North State Street, Hemet, CA as more particularly described in the Master Lease, and

PLEASE D.B. INITIAL

WHEREAS, a copy of the Master Lease is attached hereto, incorporated herein as Exhibit "C" and made a part of this sublease by this reference, and this sublease is subordinate to the Master Lease; and

WHEREAS, the Master Lease provides that Sublessor shall have the right to sublet any portion of the master leased premises; and Sublessor has obtained necessary consent from the Master Lessor; and

WHEREAS, the Riverside County Economic Development Agency and the State of California's Employment Development Department (EDD) desire to consolidate certain of their operations at a facility currently under Master Lease to the Sublessor;

NOW THRERFORE, it is mutually agreed between the parties as follows:

Description

1. The Sublessor hereby subleases unto the State and the State hereby hires from the Sublessor those certain premises with appurtenances situated in the City of Hemet, County of Riverside, State of California, and more particularly described as follows:

Approximately 5,711 square feet of leased office space including 2,217 square feet of space for the exclusive use of the State and 3,494 square feet of space which is shared between the State and Sublessor on the first floor of the building located at 1025B, and 1075A North State Street as outlined in red (exclusive) and green (shared) on the attached Exhibit "A" Plan, together with Specifications marked Exhibit "B", said Exhibits "A" and "B", Transaction No. 9809011 dated January 7, 2000, hereby being incorporated by this reference into this sublease, and including 29 parking spaces, and unlimited use of the building's common facilities.

Term

2. The term of this sublease shall commence on March 1, 2000, and shall end on February 28, 2005, with such rights of termination as may be hereinafter expressly set forth.

Attachment "A"

Early Termination

3. The State may terminate this sublease at any time effective on or after February 28, 2002, by giving written notice to the Sublessor at least 30 days prior to the date when such termination shall become effective. If the State fails to complete its move out within the notice period and remains in the premises, additional rent shall be paid and prorated on a thirty (30) day month, based on the actual number of days the State occupies the premises following the effective date of termination.

Rent

4. Rental shall be paid by the State in arrears on the last day of each month during said term as follows:

TWELVE THOUSAND TWO HUNDRED FIFTY-THREE AND NO/1OO DOLLARS ($12,253.00), from March 1, 2000 through February 10, 2005.

Rental payable hereunder for any period of time less than one month shall be determined by prorating the monthly rental herein specified based on the actual number of days in the month. Rental shall be paid to Sublessor at the address specified in Paragraph 5 or to such other address as the Sublessor may designate by a notice in writing. If the premises are not complete pursuant to Paragraph 6 by the date shown in Paragraph 2, it is understood and agreed by and between the parties that, at the State's sole option, the dates shown in Paragraphs 2 and 3 and the dates and dollar amounts shown in Paragraph 4 may be adjusted to the first of the month following the State's acceptance of the completed premises, such acceptance shall not unreasonably be withheld. If the State exercises this option, it is agreed the State will complete unilaterally an amendment to the sublease to revise the herein above stated dates. Any accrued rents for the period of time prior to the unilaterally adjusted commencement date will be paid in accordance with Paragraph 8. Additionally, it is understood and agreed between the parties that, at the State's option, the dates shown in the "CPI Escalator Operating Expenses" paragraph, if incorporated herein, shall be adjusted to reflect the time delay between sublease commencement and the first of the month following the actual acceptance date. In the event this sublease agreement contains a provision granting the State an Option to Purchase the premises, it is further agreed herein by the parties that, notwithstanding the provision of the Option to Purchase paragraph herein, the effective dates and corresponding purchase option prices of said Option to Purchase shall be adjusted consistent with any adjustment to the sublease commencement date, as stated above, which initial purchase option date shall in no event be less than twenty-four (24) months nor more than thirty-six (36) months from the "adjusted" commencement date. Said "adjusted" purchase option dates shall be established consistent herewith and incorporated into said sublease with a unilateral amendment by the State.

Notices

5. All notices and correspondence herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States Mail, certified and postage prepaid and addressed as follows:

To the Sublessor Economic Development Agency
1151 Spruce Street
Riverside, CA 92507

Phone No. (909) 955-3100
FAX No. (909) 955-3131

and to the State:

DEPARTMENT OF GENERAL SERVICES
REAL ESTATE SERVICES DIVISION
LEASE MANAGEMENT D-4868
1102 Q STREET, SUITE 6000
SACRAMENTO, CA 95814-6280

PHONE NO. (916) 445-0441

FAX NO. (916) 324-7277

ALL NOTICES AND CORRESPONDENCE MUST REFERENCE TENANT AGENCY AND PREMISES ADDRESS

Rental warrants shall be made payable to: County of Riverside, Economic Development Agency

and mailed to: Economic Development Agency
P.O. Box 1180
Riverside, CA 92502-1180

Nothing herein contained shall preclude the giving of any such written notice by personal service. The address to which notices and correspondence shall be mailed to either party may be changed by giving written notice to the other party.

Completion and Compliance with Plans and Specifications

6. Sublessor agrees that, prior to March 1, 2000, and at Sublessor's sole cost and expense, all required construction, improvements and/or alterations, if any, shall be completed and the subleased premises made ready for State's occupancy in full compliance with Exhibit "A", consisting of two(2) sheets titled, "Office Quarters, Transaction No. 9809011 dated January 7, 2000, and in accordance with Exhibit "B", consisting of seventy-one (71) pages, plus cover sheet, titled, "Outline Specifications, Transaction No. 9809011 dated January 7, 2000, which Exhibits "A" and "B" are by this reference incorporated herein.

Notice of Completion and Access to Premises during Construction

7. Sublessor shall notify the State in writing by certified mail of the date the subleased premises will be completed and ready for occupancy at least thirty (30) days prior thereto. Such notice shall be a condition precedent to the accrual of rental hereunder, except however, that if the State occupies the premises prior to the receipt of such notice or prior to the expiration of the notice period of such notice, rental shall commence to accrue as of the date of occupancy.

Following execution of this sublease, and not more than sixty days prior to completion of construction and occupancy under this sublease, State or its contractors or other representatives shall have the right to enter the premises for the purpose of installing certain equipment such as, but not limited to, modular system furniture, and electrical and telecommunications cabling and equipment.

State agrees to indemnify and hold Sublessor harmless from and against any claims, damages, or other injury suffered by Sublessor as a result of the work to be performed pursuant to this right to enter the premises prior to State's acceptance and occupancy of the premises. Sublessor agrees to indemnify and hold State and its agents, contractors or other representatives harmless from and against any claims, damages, injury or other harm suffered by reason of the negligence or other wrongful act of Sublessor or any of Sublessor's agents, contractors, or other representatives.

In no event shall the exercise of this right of entry be construed so as to cause an acceleration of the occupancy date of this sublease or the obligation of the State to pay rent.

Sublessor and State shall each make all reasonable efforts to ensure that the respective construction and installation work is scheduled in such a manner so as to not interfere with or delay the other.

In the event that one or the other party causes a delay in the other party's work, such injured party shall be compensated in the following manner:

Delays caused by the Sublessor:
Credit the State a compensating day of delay in the occupancy date and corresponding day of delay in payment of rent.

Delays caused by the State:
Credit the Sublessor a compensating day of payment of rent from the actual date of occupancy.

Compensation will be in one day increments.

The parties agree that this shall be the sole remedy for delay, in that the calculation of damages in any other manner is too uncertain and not susceptible of accurate determination.

Early Occupancy

8. Sublessor agrees that if the subleased premises are ready for occupancy prior to the completion date specified above in Paragraph 6, State may elect to occupy the premises on the earliest date practical after its receipt of the herein required completion notice. The rent payable for any such early occupancy by the State shall be at the rate of $12,253.00 per month, and shall be prorated on a daily basis for any partial month.

Time limit and Prior Tenancy

9. No rental shall accrue under this sublease, nor shall the State have any obligation to perform the covenants or observe the conditions herein contained until the subleased premises have been made ready for occupancy in accordance with the provisions hereof. It is specifically agreed that in the event the subleased premises are not completed and ready for occupancy by the State on or before April 30, 2000, then and in that event the State may, at its option and in addition to any other remedies it may have, terminate this sublease and be relieved of any further obligations hereunder, providing that a fair and reasonable allowance for the following delays shall be added to said time for completion:

A. Acts of the State, its agents or employees, or those claiming under agreement with or grant from the State; or by
B. The acts of God which Sublessor could not reasonably have foreseen or guarded against; or by
C. Any strikes, boycotts or like obstructive actions by employees or labor organizations and which are beyond control of Sublessor, and which cannot be reasonably overcome; or by
D. Restrictive regulations by the Federal Government which are enforced in connection with a National Emergency.

It is understood by all parties hereto that it shall be the Sublessor's responsibility to remove any prior tenant.

Conformity to Exhibits

10. Occupancy of the subleased premises by the State shall not relieve Sublessor in any respect from full compliance at all times with aforesaid Exhibits "A" and "B". It is further understood and agreed that any installation not in conformity with said Exhibits "A" and "B" shall be immediately corrected by the Sublessor at Sublessor's sole cost and expense. In the event Sublessor shall, after notice in writing from the State requiring the Sublessor to comply with the requirements of this paragraph in regard to a specified condition, fail, refuse or neglect to remedy such condition, State may terminate this sublease without further obligation, or as to such specified condition, at its option and in addition to any other remedy the State may have, withhold rent due and bring the subleased premises into conformity with said Exhibits at its own cost including State's Administrative costs, if any, and deduct the amount thereof from the rent that may then be or thereafter become due hereunder.

Asbestos

11. Sublessor hereby warrants and guarantees that the space subleased to the State will be operated and maintained free of hazard from Asbestos Containing Construction Materials (ACCM) and agrees to the conditions for survey, testing, and abatement of ACCM described in Exhibit "B" as applicable. Sublessor specifically agrees that, in the event the State elects to exercise its rights under the provisions of Paragraph 16 of this sublease, any costs related to abatement or hazard from asbestos shall be the Sublessor's responsibility as described in the aforementioned Exhibit "B."

Parking

12. ~~Sublessor, at Sublessor's sole cost and expense, shall clearly mark the parking spaces described hereinabove as assigned to the State of California~~. Said parking spaces will be arranged and maintained so as to provide unobstructed access to each parking space at any time. ~~In addition to any assigned parking spaces~~, State and its invitees shall have equal access to common spaces provided to all tenants on a first-come, first-served basis.

Services, Utilities, and Supplies

13. Sublessor, at Sublessor's sole cost and expense, during the term of this sublease shall furnish the following services, utilities, and supplies to the area subleased by the State, and also to the "common" building areas (if any) such as lobbies, elevators, stairways, corridors, etc., which State shares with other tenants, if any:

A. Sewer, trash disposal, and water service, including both hot and cold water to the lavatories except lavatories in Employment Development Department public toilet rooms in lobby areas which need only cold water.
B. Elevator (if any) service.
C. Electricity and/or gas as necessary to provide power for heating, ventilating, and air conditioning, and electrical or gas service as needed for State's operations.
D. Janitorial services sufficient to maintain the interior in a clean well-maintained condition; that is, to eliminate all visible dust, dirt, litter, grime, stains, smears, finger marks, etc., to the greatest practical degree possible, by performing at least the following:

Daily:

(1) Empty and clean all trash containers, and dispose of all trash and rubbish.

(2) Clean and maintain in a sanitary and odor-free condition all floors, wash mirrors, basins, toilet bowls, and urinals.
(3) Furnish and replenish all toilet room supplies (including soap, towels, seat covers, toilet tissue, and sanitary napkins).
(4) Sweep or dust mop all hard surface floors, and carpet sweep all carpeted areas, including stairways and halls. Offices with hard surface floors in the public lobby area shall be damp-mopped daily.
(5) Remove finger marks and smudges from all glass entrance doors.

(6) Specifically check, and if action is needed, then:
a. Dust the tops of all furniture, counters, cabinets, and window sills, (which are free of interfering objects).
b. Remove spots and/or spills from the carpets, floors, and stairways.

As needed, but not less frequently than:

Twice Weekly: Vacuum all carpets.

Weekly:

(1) Damp mop all hard surface floors.
(2) Dust all window blinds.
(3) Treat stainless steel fountains and sinks to eliminate stains and mineral deposits.
(4) Spot clean the walls.
(5) Sweep parking areas and sidewalks.

Quarterly:

(1) Strip all hard surface floors and apply a new coat of floor finish; buff as necessary to produce a uniformly shining appearance.
(2) Treat carpets for static electricity control (if not integrated in the fabric).

Semi-annually: Wash all windows, window blinds, light fixtures, walls, and painted surfaces.

Annually:

(1) Steam clean carpets to remove all stains and spots.
(2) Clean drapes.

In the event of failure by the Sublessor to furnish any of the above services or supplies in a satisfactory manner, the State may furnish the same at its own cost; and, in addition to any other remedy the State may have, may deduct the amount thereof, including State's Administrative costs, from the rent that may then be, or thereafter become due hereunder.

Repair and Maintenance

14. A. During the sublease term, the Sublessor shall maintain the subleased premises in good repair and tenantable condition, so as to minimize breakdowns and loss of the State's use of the premises caused by deferred or inadequate maintenance, including, but not limited to:

(1) Generally maintaining the subleased premises in good, vermin free, operating condition and appearance.
(2) Furnishing prompt, good quality repair of the building, equipment, and appurtenances.
(3) Furnishing preventative maintenance, including, but not limited to, manufacturers recommended servicing of equipment such as elevator (if any), heating, ventilating and air conditioning equipment, and fixtures.
(4) Furnishing and promptly replacing any inoperative light bulbs, fluorescent tubes, ballast, starters, and filters for the heating, ventilating and air conditioning equipment as required.
(5) Furnishing remedial painting as necessary to maintain the premises in a neat, clean and orderly condition.

(6) Annual testing and maintenance of all fire extinguishers in or adjacent to the subleased premises.

(7) Repairing and replacing as necessary intrabuilding network cable and inside wire cable used for voice and data transmission.

(8) Repairing and replacing parking lot bumpers and paving as necessary. Repaint directional arrows, striping, etc., as necessary.

(9) Maintaining landscaped areas, including sprinklers, drainage, etc., on a weekly basis, in a growing, litter-free, weedfree, and neatly mowed and/or trimmed condition.

(10) Repairing and replacing floor covering as necessary. Sublessor, at Sublessor's sole cost, shall arrange for moving of furniture and equipment prior and subsequent to the repairing or replacement of floor covering.

(11) Keeping all walkways, parking lots, entrances, and auxiliary areas free of snow, water, oil spills, debris, or other materials which may be hazardous to users of the building.

B. Sublessor shall provide prompt repair or correction for any damage except damage arising from a willful or negligent act of the State's agents, employees or invitees.

C. In case Sublessor, after notice in writing from the State requiring the Sublessor to comply with the requirements of this paragraph in regard to a specified condition, shall fail, refuse or neglect to comply with such notice, or in the event of an emergency constituting a hazard to the health or safety of the State's employees, property, or invitees, the State may terminate this sublease without further obligation or at its option, perform such maintenance or make such repair at its own cost and, in addition to any other remedy the State may have, may withhold rent due and deduct the amount thereof, including necessary costs incurred by the State required for the administration of such maintenance and repairs, from the rent that may then be or thereafter become due hereunder.

D. State shall not assume, or be responsible for any of Sublessor's obligations under the Master Lease, D.E.

Painting

15. In addition to any painting completed prior to the commencement of this sublease, and touch-up painting required after initial occupancy upon receipt of written request from the State, Sublessor agrees at Sublessor's sole cost and expense to repaint all painted surfaces ([X] interior and [ ] exterior) of the subleased premises in accordance with the attached Exhibits "A" and "B". In no event shall Sublessor be required to repaint more than once during the first sixty (60) month period of this sublease after the painting completed prior to the commencement date, and once during any succeeding sixty (60) month period. Sublessor shall, within forty-five (45) days from the giving of any such notice, arrange for and complete the painting. Colors are to be approved by the State. Sublessor, at Sublessor's sole cost, shall arrange for moving of furniture and equipment prior and subsequent to the repainting, and provide drop cloths, and covers as necessary.

Change Orders and Alterations

16. The State shall have the right during the existence of this sublease to make change orders and alterations; attach fixtures; and erect additions, structures, or signs in or upon the subleased premises. Such fixtures, additions, structures, or signs so placed in or upon or attached to the premises under this sublease or any extension hereof shall be and remain the property of the State and may be removed therefrom by the State prior to the termination or expiration of this sublease or any renewal or extension hereof, or within a reasonable time thereafter.

In the event alterations, fixtures, additions, structures, or signs in or upon the subleased premises are desired by State and State elects not to perform the work, any such work, when authorized in writing by the State shall be performed by the Sublessor in accordance with plans and specifications provided by State. Sublessor agrees to obtain competitive bids from at least three licensed contractors and to contract with the lowest bidder. Sublessor further agrees that the overhead and profit for the work shall not exceed fifteen percent (15%) total for Sublessor and any general contractor combined. Within forty-five (45) days after receiving Sublessor's notice of completion of the requested work and an invoice requesting payment therefor, together with a complete detailed accounting of all costs for each trade, State agrees to either reimburse Sublessor by a single total payment for the cost of such work; or, with Sublessor's prior written approval, State will amortize the cost of the requested work over the remaining term of this sublease by increasing the monthly rent by an amount to include principal and interest on the unpaid balance. The interest rate may not exceed the prime rate (the base rate on corporate loans posted by at least 75% of the nation's 30 largest banks) plus 2 percent (2%) as of the date of the State's written authorization to proceed.

In the event State terminates this sublease on or after the end of the firm term, but before the expiration date of the sublease, State agrees to pay to Sublessor the portion of the principal balance which is unamortized as of the effective date of termination. Said payment shall be a single payment to be made within forty-five (45) days after the effective date of the termination.

Assignment and Subletting

17. The State shall not assign this sublease without prior written consent of the Sublessor, which shall not be unreasonably withheld, but shall in any event have the right to sublet the subleased premises.

Quiet Possession

18. The Sublessor agrees that the State, while keeping and performing the covenants herein contained, shall at all times during the existence of this sublease, peaceably and quietly have, hold, and enjoy the subleased premises without suit, trouble, or hindrance from the Sublessor or any person claiming under Sublessor.

Inspection

19. The Sublessor reserves the right to enter and inspect the subleased premises at reasonable times, and to render services and make any necessary repairs to the premises.

Destruction

20. If the subleased premises are totally destroyed by fire or other casualty, this sublease shall terminate. If such casualty shall render 10 percent (10%) or less of the floor space of the subleased premises unusable for the purpose intended, Sublessor shall effect restoration of the premises as quickly as is reasonably possible, but in any event within thirty (30) days.

In the event such casualty shall render more than 10 percent (10%) of such floor space unusable but not constitute total destruction, Sublessor shall forthwith give notice to State of the specific number of days required to repair the same. If Sublessor under such circumstances shall not give such notice within fifteen (15) calendar days after such destruction, or if such notice shall specify that such repairs will require more than ninety (90) days to complete from date such notice is given, State, in either such event, at its option, and in addition to maintaining occupancy, may terminate this sublease or, upon notice to Sublessor, may elect to undertake the repairs itself, deducting the cost thereof from the rental due or to become due under this sublease and any other sublease between Sublessor and State.

In the event of any such destruction other than total, where the State has not terminated the sublease as herein provided, or pursuant to the terms hereof has not elected to make the repairs itself, Sublessor shall diligently prosecute the repair of said premises and, in any event, if said repairs are not completed within the period of thirty (30) days for destruction aggregating 10 percent (10%) or less of the floor space, or within the period specified in Sublessor's notice in connection with partial destruction aggregating more than 10 percent (10%), the State shall have the option to terminate this sublease or complete the repairs itself, deducting the cost thereof from the rental due or to become due under this sublease and any other lease between Sublessor and State.

In the event the State remains in possession of said premises though partially damaged, the rental as herein provided shall be reduced by the same ratio as the net square feet the State is thus precluded from occupying bears to the total net square feet in the subleased premises. "Net square feet" shall mean actual inside dimensions and shall not include public corridors, stairwells, elevators, and restrooms.

It is understood and agreed that the State or its agent has the right to enter its destroyed or partially destroyed subleased facilities no matter what the condition. At the State's request, the Sublessor shall immediately identify an appropriate route through the building to access the State subleased space. If the Sublessor cannot identify an appropriate access route, it is agreed that the State may use any and all means of access at its discretion in order to enter its subleased space.

Subrogation Waived

21. To the extent authorized by any fire and extended coverage insurance policy issued to Sublessor on the herein subleased premises, Sublessor hereby waives the subrogation rights of the insurer, and releases the State from liability for any loss or damage covered by said insurance.

Prevailing Wage Provision

22. For those projects defined as "public works" pursuant to Labor Code §1720.2, the following shall apply:

A. Sublessor/contractor shall comply with prevailing wage requirements and be subject to restrictions and penalties in accordance with §1770 et seq. of the Labor Code which requires prevailing wages be paid to appropriate work classifications in all bid specifications and subcontracts.

B. The Sublessor/contractor shall furnish all subcontractors/employees a copy of the Department of Industrial Relations prevailing wage rates which Sublessor will post at the job site. All prevailing wage rates shall be obtained by the Sublessor/contractor from:

Department of Industrial Relations
Division of Labor Statistics and Research

C. Sublessor/contractor shall comply with the payroll record keeping and availability requirement of §1776 of the Labor Code.

D. Sublessor/contractor shall make travel and subsistence payments to workers needed for performance of work in accordance with §1773.8 of the Labor Code.

E. Prior to commencement of work, Sublessor/contractor shall contact the Division of Apprenticeship Standards and comply with §1777.5, §1777.6, and §1777.7 of the Labor Code and Applicable Regulations

Fair Employment Practices

23. During the performance of this sublease, the Sublessor shall not deny benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age, or sex. Sublessor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

Sublessor shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.), the regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code, Sections 11135-11139.5), and the regulations or standards adopted by the awarding State agency to implement such article.

DVBE Participation Requirement

24. Sublessor hereby represents and certifies that it has fully complied with all Disabled Veteran Business Enterprise (DVBE) participation goals or has made good faith efforts, as the case may be, as required by Public Contract Code §10115 et seq., and further agrees that the State or its designees will have the right to review, obtain, and copy all records pertaining to the contract. Sublessor agrees to provide the State or its designee with any requested relevant information and shall permit the State or its designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. Sublessor further agrees to maintain such records for a period of three (3) years after final payment under the contract.

Upon completion of this sublease, Sublessor agrees to submit a final report identifying all DVBEs used in providing services or supplies to this sublease. Efforts to include DVBEs in this contract shall continue throughout the sublease term and any extensions or renewals hereof involving purchases of materials and supplies by the Sublessor.

Service Companies

25. Within fifteen (15) days after occupancy of the subleased premises by the State, Sublessor shall provide the State with the name, address, and telephone number of an agency or person convenient to the State as a local source of service regarding the Sublessor's responsibilities under this sublease as to repairs, maintenance, and servicing of the premises and any or all related equipment, fixtures, and appurtenances.

Service Credit

26. Sublessor agrees that the rental provided under the terms of Paragraph 4 hereof is based in part upon the costs of the services, utilities, and supplies to be furnished by Sublessor in accordance with Paragraph 13 hereof. In the event the State vacate the premises prior to the end of the term of this sublease, or, if after notice in writing from the State, all or any part of such services, utilities, or supplies for any reason are not used by the State, then, in such event, the monthly rental as to each month or portion thereof as to which such services, utilities, or supplies are not used by the State shall be reduced by an amount equal to the average monthly costs of such unused services, utilities, or supplies during the six-month period immediately preceding the first month in which such services, utilities, or supplies are not used.

Holding Over

27. In the event the State remains in possession of the premises after the expiration of the sublease term, or any extension or renewal thereof, this sublease shall be automatically extended on a month to month basis, subject to thirty (30) days termination by either party, and otherwise on the terms and conditions herein specified, so far as applicable. If the last rental amount shown in Paragraph 4 included the amortization of a capital sum expended by Sublessor for certain alterations and improvements, as described in a separate paragraph herein, and the capitol sum has been fully amortized, the holdover rent shall be reduced by the amount of the monthly amortization. If the State fails to vacate the premises within the notice period and remains for an extended period, additional rent shall be paid and prorated on a thirty (30) day month, based on the actual number of days the State occupies the premises following the effective date of termination.

Surrender of Possession

28. Upon termination or expiration of this sublease, the State will peacefully surrender to the Sublessor the subleased premises in as good order and condition as when received, except for reasonable use and wear thereof and damage by earthquake, fire, public calamity, the elements, acts of God, or circumstances over which State has no control or for which Sublessor is responsible pursuant to this sublease. The State shall have no duty to remove any improvements or fixtures placed by it on the premises or to restore any portion of the premises altered by it, save and except in the event State elects to remove any such improvements or fixtures and such removal causes damages or injury to the subleased premises, and then only to the extent of any such damage or injury.

Time of Essence, Binding upon Successors

29. Time is of the essence of this sublease, and the terms and provisions of this sublease shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns to the respective parties hereto. All of the parties hereto shall be jointly and severally liable hereunder.

No Oral Agreements

30. It is mutually understood and agreed that no alterations or variations of the terms of this sublease shall be valid unless made in writing and signed by the parties hereto, and that no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

Year 2000 Compliance

31. Notwithstanding the Exhibits "A and "B", Sublessor hereby agrees, prior to occupancy but no later than February 1, 2000, to inspect, test, modify, and provide to the State written confirmation that all subleased facility computer controlled equipment, components and/or systems are Year 2000 (Y2K) Compliant, hereinafter referred to as "Y2K".

Sublessor may request, in writing, a one time extension to the above date not to exceed ten (10) business days (for compliance of the herein Y2K) which extension request must be acknowledged and approved in writing by the State, which shall not be unreasonably withheld.

"*Facility computer controlled equipment, components and/or systems*" refers to software driven technology and embedded microchip technology. This includes, but is not limited to, elevators, thermostats, HVAC, alarms, security, fire detection and suppression systems; utility monitoring and control systems; and any other facilities control systems utilizing microcomputer, minicomputer, or programmable logic controllers.

"*Year 2000 Compliant*" means computer controlled facility equipment, components and/or systems have been manufactured, modified and/or programmed so as not to fail due to the numeric calendar date of 2000. This includes facility components that accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries and the years 1999 and 2000 as well as leap year calculations.

Sublessor hereby ensures and warrants that the subleased premises are in full compliance with this Y2K provision. However, it is specifically agreed that if Sublessor fails, refuses or neglects to inspect, test, or modify and provide to the State written confirmation that all computer controlled equipment, components and/or systems are Y2K Compliant by the above date, the State, shall have the right to reduce the monthly rent payable as specified in Paragraph 4 herein ~~to 90%, then to 80% and then~~ to 70%, ~~respectively~~ for ~~September, October, and November 1999~~ March, 2000.. Thereafter, the rent payable under this sublease shall continue at 70% of the amount as specified in paragraph 4 herein until the subleased premises are Y2K compliant. Notwithstanding the State's right to reduce the rent payable under this Y2K provision, if on or after January 1, 2000 there is a Y2K failure, and if such failure is not corrected within ten (10) calendar days then the rental shall be the lesser of 70% of the amount as specified in Paragraph 4 herein or the rent reduced by the same ratio as the net square feet the State is thus precluded from occupying or fully utilizing bears to the total net square feet in the herein subleased premises. "Net

square feet" shall mean actual inside dimensions and shall not include public corridors, stairwells, elevators, or restrooms. In the event the Y2K failure is not corrected within fifteen (15) calendar days then the State shall have the right to suspend all rental payments until the Y2K failure is corrected. If the Y2K failure is not corrected within thirty (30) calendar days then the State may terminate this sublease and shall be relieved of all financial obligations hereunder. In the event the State remains in possession of said premises and has not terminated the sublease and Sublessor has not corrected the Y2K failure all rent obligations, including the payment of unamortized principal balance shall be suspended and State may pursue its rights for damages against Sublessor.

Except as otherwise provided herein, in the event the State reduces the rent payable under this Y2K provision, and in the further event that there is an unamortized principal balance for tenant improvements included in the rent specified in Paragraph 4 herein, it is specifically agreed that notwithstanding any rental reductions pursuant to this paragraph, said amortization payments would continue to be included in the rent payable herein.

IN WITNESS WHEREOF, this lease has been executed by the parties hereto as of the date first above written.

STATE OF CALIFORNIA
Approval Recommended

DEPARTMENT OF GENERAL SERVICES
REAL ESTATE SERVICES DIVISION
PROFESSIONAL SERVICES BRANCH

By _____
SCOTT MOORE, Real Estate Officer
Real Estate Services Division

SUBLESSOR

COUNTY OF RIVERSIDE

Facsimile Signature affixed by Clerk per Sec. 25103 Gov. Code

By _____
TOM MULLEN
Chairman
Board of Supervisors

ATTEST

By _____
GERALD A. MALONEY
Clerk of the Board

APPROVED

DIRECTOR OF THE DEPARTMENT
OF GENERAL SERVICES

By _____
JAMES STALLING, Leasing Manager
Real Estate Services Division

FORM APPROVED
COUNTY COUNSEL

FEB 08 2000

BY _____

FEB 29 2000

EXHIBIT B
OUTLINE SPECIFICATIONS

PROJECT: Hemet One Stop TRANSACTION NO. 9809011

AGENCY: Employment Development Dept. DATE: January 7, 2000

LOCATION: 1025 N. State St., Hemet

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I have read this Exhibit "B" Specification and understand it is incorporated into, and is part of, this lease. I have acknowledged each and every page either by placing my/our initials on 1) the cover sheet, or 2) each and every page.

DGS REAL ESTATE SERVICES DIVISION

Department of General Services State of California

CONTACT **Donna S. Allen**
Associate Space Planner

PHONE **(916) 327-1912**
FAX **(916) 323-5607**

01.01 GENERAL PROVISIONS

A See Division 3, Special Requirements, which may delete or amend other portions of this specification.

B Energy Conservation -- where the cost of alterations is less than 50% of the county assessor's appraised market value of the building, the energy conservation portions of these specifications shall apply. In addition, the applicable requirements of California Code of Regulations (CCR) Title 24, Part 1 and Part 6 (July, 1995) shall apply.

Where the cost of alterations is 50% or more of the county assessor's appraised market value of the building, the standards established in CCR Title 24, Part 1 and Part 6 (July, 1995) shall apply. Refer to Section 01.02, paragraph B of this specification.

Title 24 calculations, including the Certificates of Compliance relating to alterations or additions, shall be furnished to the State for information purposes on demand. Said documents shall be provided at no cost to the State and shall have been approved by the local authority.

C The quarters shall consist of an office building, or portion thereof, if so indicated, and appurtenant facilities, complete and ready for occupancy and in accordance with Facility Design documents marked Exhibit "A" and these outline specifications.

D The State's intent is to achieve adequate standards of quality and yet to avoid unnecessary alterations so that in all cases where an existing feature meets requirements specified herein, the Lessor's obligation is only to maintain that feature as it exists.

E In case of conflict between Exhibit "A" and these "Exhibit" specifications, the Exhibit "A" supersedes these specifications. In any direct conflict between Exhibit "A" and the specifications, contact Real Estate Services Division, (RESD) Space Planner for clarification and/or interpretation.

F Construction plans and specifications including proposed lighting system and proposed heating, ventilating, and cooling system shall be furnished to State for information purposes upon demand. Said documents shall be provided at no cost to the State and shall have been approved by the local building authority.

G Should the State make comments with regard to working drawings and specifications, they shall be construed as advisory only and shall not relieve Lessor from sole responsibility for conformity of the quarters to Exhibits "A", "B", or any succeeding exhibits or attachments to the lease.

H Wherever reference is made to "State," "Agency," "Department," or other State of California administrative department, it shall be construed to mean "Department of General Services, Real Estate Services Division, Professional Services Branch." Any deviations from the Exhibits "A" and "B" of the lease shall require approval from the Department of General Services.

I Any reference in these documents to "plans", "sketch plans", or "as shown on plans" should be construed to mean as shown or described in Exhibit "A" - Facility Design Program or space plan.

J Lessor shall obtain a building permit for required construction and tenant improvements from the local authority and, upon completion of construction, a Certificate of Occupancy. Lessor shall furnish the RESD project Space Planner copies thereof.

K If the lessor is unable to obtain a building permit from the local authority, Lessor shall hire at his expense an Inspector of Record to review the project construction for conformance with the plans, specifications, and applicable codes. The inspector shall report directly to the state.

01.02 CONSTRUCTION AND CODE CRITERIA

A These specifications and design criteria describe minimum standards of quality and construction for premises leased for State use. Construction methods or materials other than those mentioned herein may be acceptable if in the opinion of the State they provide equal appearance and utility.

B Energy Conservation -- One of the Lessor's prime considerations in the development of office quarters for the State's use shall be the conservation of energy resources needed to heat, cool, ventilate and illuminate such buildings along with usefulness, environmental quality, and aesthetic effect.

Life cycle cost procedures, consistent with the National Institute of Standards and Technology (NIST) recommended procedures (BLCC), shall be used by the Developer, Architect and/or Engineering Consultants in determining what techniques to use to achieve greater energy efficiency for the facility.

The State reserves the right to require the implementation of any future energy option that pays for itself within the term of the lease and to participate in any local utilities load management programs.

The Developer and Architect and/or Engineering consultants shall comply with CCR Title 24, Part 1 and Part 6.

C Premises shall include installation and annual servicing of fire hoses and extinguishers in cabinets located as required by codes as applied by officials responsible.

D Premises when completed shall conform to applicable codes, ordinances, and zoning laws and shall be constructed in accordance with sound engineering practices. The Department of General Services will consider only those facilities that can demonstrate the ability to meet a seismic performance level as set forth in FEMA 178 or an equivalent to at least 75% of the current Uniform Building Code.

Certification of the above requirements must be provided by an independent, licensed, structural engineer at the lessor's expense.

E Premises shall conform to regulations and orders of the State Department of Industrial Relations and the Occupational Safety and Health Act (OSHA). Lessor shall furnish certification from the local Fire Marshal that quarters comply with local fire regulations, or Title 19 CCR, as appropriate. Lessor shall also be responsible for all costs relative to said certification including any preliminary plan review as deemed necessary by State. If fire, safety or health hazards are detected either before or after occupancy by State, they shall be corrected by Lessor at the Lessor's sole cost and expense.

Lessor shall also be responsible for compliance with Health and Safety Code Sections 25280-25299.7 relative to operation and maintenance of existing Underground Storage Tanks (UST's). If the State elects to operate existing UST's, it shall assume responsibility as specified in the law for maintaining said UST's except that Lessor shall be responsible for the installation and maintenance of electronic or other sensory devices for monitoring leakage from the tanks.

F Lessor hereby guarantees that premises, when completed and ready for occupancy, are tenantable and that mechanical, electrical, plumbing, and all other facilities and features (including architectural finishes, paint, hardware, doors, floor covering, etc.) are of quality capable of giving satisfactory service in accordance with these specifications and for the full term of this lease. All labor shall be especially skilled for each kind of work and all workmanship must be thorough and first-class in all respects.

1. All building systems and controls shall be "Year 2000 Compliant". Building systems such as but not limited to, elevator controls, heating, ventilation, air conditioning, (HAVAC) controls, energy management systems, fire and life safety systems, security systems, hardware, software, and firmware etc. Shall provide uninterrupted operation on January 1, 2000 and thereafter.

2. Building fire sprinkler systems, if provided or required by code, shall be inspected to determine if Central Sprinkler Corporation "Omega" series fire sprinklers are in use. The U.S. Consumer Product Safety Commission (CPSC) is seeking a nationwide recall of these sprinklers due to an uncommonly high failure rate. If discovered, all subject Omega heads must be replaced with suitable replacements prior to occupancy by the State.

G Where the State occupies any portion, or all of a multi-story building, the Lessor shall provide an emergency evacuation plan for the tenants. The plan shall be coordinated with the tenant agency Emergency Coordinator. In addition to any code required exit signage, lessor shall provide sufficient "key" floor plans to clearly delineate emergency exit routes, corridor located fire extinguishers and fire alarm pull stations. Key plans shall be located in central traffic areas, wall mounted and framed under glass, minimum size 8" x 10".

H The requirements of CCR Title 24, State Building Code relative to Access Law Compliance, and Americans with Disabilities Act (ADA), and Uniform Federal Access Standards (UFAS), must be included in the planning of these quarters. All new construction work shall be planned to comply with the above mentioned standards. Modifications of existing conditions to reach compliance is also required unless the alterations and cost meet the qualifications for unreasonable hardship.

Real Estat ervices Division, Professional Service Branch, invites lessors to make preliminary submittals for projects. An informal review will be made to reduce the need for plan changes in later stages of contract document preparation.

01.03 TOXIC MATERIALS

A. ASBESTOS

1. Lessor shall operate and maintain the below described spaces free of hazard from asbestos containing materials (ACM) as defined in Title 15, Sections 1601 and 2607 of the Unites States Code. Free of hazard means that after an Asbestos Survey and Evaluation, any asbestos containing materials are determined to be not damaged and an effective Asbestos Operations & Maintenance Program (O&M Plan) exists to minimize damage or disturbance to any ACM.

   The areas covered under this agreement include:

   a. Space leased to the State and plenums in the same HVAC zone.

   b. Common public areas which State employees or its invitees would normally/reasonably use.

   c. Building maintenance areas, utility spaces, and elevator shafts within or servicing areas described in items 1 and 2 above.

   Damaged ACM means after a visual and physical inspection, asbestos containing materials or assemblies exhibit breakage, delamination, buckling, deterioration, water stains or saturation, or other defect or condition not intended at the time of installation, whether or not the condition occurred intentionally or by accident.

   Operations and Maintenance includes proactive work practices to (1) maintain asbestos-containing materials in good condition, (2) ensure proper cleanup of asbestos fibers previously released, (3) prevent further release of asbestos fibers, (4) monitor the condition of asbestos-containing materials, and (5) perform a risk assessment to classify and document existing and subsequently discovered asbestos containing materials, this program shall be consistent with the intent of recommended guidelines of the U.S. E.P.A.

2. The Lessor shall provide the State with certification that the areas referred to above are free of asbestos hazards from ACM and submit a copy of the O&M Plan prior to the execution of the lease. Certification shall be in the form of an ACM Survey and Evaluation Report prepared by a Cal/OSHA Certified Asbestos Consultant. Said survey shall include those areas listed in paragraph (A). Survey requirements are: visual walk-through inspection and testing of materials listed in accordance with Table A. "Criteria for Sampling and Recording Suspect ACM". Bulk samples of suspected ACM shall be analyzed by a laboratory certified by the Department of Health Services and recognized by the EPA Quality Assurance Program using the Polarized Light Microscopy (PLM) method. Said Survey and Evaluation Report shall identify all ACM found and recommend abatement procedures. The report is subject to review and approval by the State and the Lessor shall agree to all conditions contained therein.

If damaged asbestos is found or the physical condition of suspected ACM indicate possible fiber release, air sampling and testing by the Phase Contrast Microscopy (PCM) method and a required response action must be undertaken in accordance with an approved O&M Plan. The O&M Plan shall include conditions for final clearance which state that asbestos fiber concentrations of 0.010 f/cc of air or greater requires further testing by the Transmission Electron Microscopy (TEM) method.

The O&M Plan must require that an average concentration of air is below .010 fibers per cubic centimeter (f/cc.) as determined by Phase Contrast Microscopy (PCM) using NIOSH 7400 method. Transmission Electron Microscopy (TEM) testing will be mandatory if samples tested using PCM analysis indicate greater than 0.010 f/cc of air. Air concentrations for TEM shall not exceed 70 structures per millimeter squared (s/mm^2) or 0.010 f/cc. as determined using NIOSH 7402 method. The number and locations of air sampling tests shall be determined by a Cal/OSHA Certified Asbestos Consultant.

3. If said premises were constructed after 1979, Lessor shall provide RESD with written documentation stating that the building contains no ACM including any interpretation or conclusions drawn and findings of fact. At State's request, Lessor, at his expense, shall provide verification by a Cal/OSHA Certified Asbestos Consultant.

4. If at any time during the term of this lease or during any extension or renewal hereof, previously unidentified ACM hazard is discovered or airborne asbestos fibers above 0.010 f/cc level are found to be entering the State-lease space, the Lessor shall immediately, at Lessor's sole cost and expense, control such release and perform abatement of all damaged ACM determined to be affecting the State-leased space. Response actions and air monitoring shall be accomplished per Article B above.

5. Lessor shall perform asbestos notification as required by Chapter 10.4 of the Health and Safety Code and shall guarantee that all abatement work as required under the conditions of this lease is performed by a contractor licensed and asbestos certified by the Contractor's State License Board and registered as an asbestos contractor with the Division of Occupational Safety and Health. The State reserves the right to establish consultant oversight of any asbestos related work program at its expense.

6. Additionally, Lessor shall be responsible for any and all direct or indirect costs associated with the abatement of the above described ACM which include but is not limited to the actual costs to the Lessor for ACM, abatement and for all required monitoring reports before, during, and after abatement. In effect, all costs shall be borne by the Lessor that are in any way associated with the abatement of ACM from the Lessor's building including clean up of contaminated State-owned equipment, furnishings, and materials. Copies of the air monitoring reports shall be furnished to the State together with certification by a Cal/OSHA Certified Asbestos Consultant that the area is free of hazard from ACM.

7. If it is determined that for safety reasons its employees should be relocated at any time prior to or during the abatement of ACM, the Lessor shall provide comparable accommodating space (at no cost to the state) throughout the abatement process. Said determination shall be made by a qualified representative of Cal/OSHA. The Lessor specifically agrees to pay for all costs associated with this move or reimburse the state, if the state paid for this cost, including all reasonable administrative costs and cost of moving or renting furniture, data processing, and telephone equipment.

8. In the event, after written notice is provided by the state, the Lessor fails, refuses, or neglects to diligently pursue abatement of above described hazard from ACM, the state may effect such abatement: and, in addition to any other remedies it may have, deduct all reasonable costs of such abatement and all costs associated in any way with the abatement of the above described ACM from the rent that may then be or thereafter become due throughout the term of this lease. For this purpose and as a condition of this lease agreement, the Lessor shall obtain an EPA generator number and grant license to the State for its use.

9. In addition to any other remedies it may have, in the event the Lessor fails to diligently pursue abatement of hazard from ACM, as required under the provisions of this lease, the State may, by notice in writing, terminate this lease. Lessor shall be liable to the State for all expenses, losses, and damages reasonable incurred by the State as a result of such termination: including, but not limited to additional rental necessary to pay for an available similar replacement facility over the period of what would have been the remaining balance of the lease term plus any option periods, costs or any necessary alterations to the replacement facility, administrative costs, and costs of moving furniture, data processing and telephone equipment.

10. The Lessor shall indemnify, defend, and hold the State of California, its officers, and employees harmless from and against any and all losses, damages, judgments, expenses (including court costs and reasonable attorney fees), or claims whatsoever, arising out of, or in any way connected with or related to, directly or indirectly, the presence of hazard from ACM within the State-leased space or the building in which the leased premises are located.

TABLE A

CRITERIA FOR SAMPLING AND RECORDING SUSPECT ACM

AHERA CLASS	MINIMUM NUMBER OF SAMPLES (e) (f)	SPEC #	SPECIFICATION NAME	UNITS
N/A	N/A (a)	88888	NO SUSPECT ACM (ENTIRE BUILDING)	NONE
M	(h) (i)	99999	OTHER SUSPECT MATERIALS	(b)
M	1 (g)	02080	LOOSE DEBRIS	CF
M	1 (g) (m)	02085	SOIL DECONTAMINATION	SF
M	1	04565	MASONRY FIREBRICK	SF
M	N/A (i) (j)	06120	TRANSITE SIDING	SF
M	N/A (j)	06125	TRANSITE (SHEET)	SF
S	3-5-7 (d) (e) (i)	07210	BUILDING INSULATION (THERMAL)	SF
S	3-5-7 (c) (e)	07220	BUILDING INSULATION (ACOUSTIC)	SF
S	3-5-7 (c) (e)	07250	FIREPROOFING (SPRAYED)	SF
M	1	07255	FIREPROOFING (PANELS)	SF
M	1-5 (i)	07315	ROOF TILES	SQ
M	1-5 (i) (j)	07325	ROOFING SHINGLES	SQ
M	2-5 (i)	07515	BUILT-UP ROOFING	SQ
M	1	07900	SEALANTS	LF
M	1 (j)	08306	FIRE DOORS	EA
S	3-5-7 (c) (e) (i) (j)	09211	FINISH PLASTER	SY
M	3 (e) (i) (j)	09255	GYPSUM WALLBOARD	SF
S	3-5-7 (c) (e) (i)	09510	ACOUSTICAL (SPRAYED)	SF
M	2 (j) (i)	09511	ACOUSTICAL (TILES)	SF
M	1 (i)	09512	ACOUSTICAL (PANELS)	SF
M	1-3 (i) (j) (n)	09660	RESILIENT FLOORING (TILES)	SF
M	1-3 (i) (j) (n)	09665	RESILIENT FLOORING (SHEETS)	SY
M	1 (i) (j)	09666	WALL BASE	LF
M	N/A (j)	15065	TRANSITE PIPE OR FLUE	LF
TSI	3 (d) (e) (i) (k)	15260	PIPE INSULATION (LOW TEMPERATURE)	LF
TSI	1 (h) (d) (i) (k)	15261	PIPE FITTINGS (LOW TEMPERATURE)	EA
TSI	3 (d) (e) (i) (k)	15262	TANK INSULATION (LOW TEMPERATURE)	SF
TSI	3 (d) (e) (i) (k)	15270	PIPE INSULATION (HIGH TEMPERATURE)	LF
TSI	1 (h) (d) (i) (k)	15271	PIPE FITTINGS (HIGH TEMPERATURE)	EA
TSI	3 (d) (e) (i) (k)	15272	EQUIPMENT INSULATION (HIGH TEMP)	SF
TSI	3 (d) (e) (i)	15290	DUCT INSULATION	SF

LEGENDS:

AHERA CLASS

S = Surfacing Material
M = Miscellaneous
TSI = Thermal System

UNITS

SY = Square Yard = 9 square feet
SF = Square Feet
SQ = Square (roofer's square) = 100 square feet
LF = Linear feet
EA = Each
CF = Cubic feet
CY = Cubic Yard = 9 cubic feet (not used in this contract)

TABLE A
(Continued)

NOTES FOR TABLE A:

(a) Reserved exclusively for entire buildings with none of the materials listed on this table.
(b) Contact DSA. Inspector to assign.
(c) 0-1000 SF = 3; 1000-5000 SF = 5; >5000 SF = 7
(d) Per thermal system, or 1 sample per patch > 6 LF or SF.
(e) Add 1 QC sample per 20 samples.
(f) Unless sampling would damage functional integrity.
(g) Per homogeneous ACM source.
(h) Inspector to determine appropriate number of samples.
(i) Provide separate sample analysis for each component of an assembly.
(j) Criteria for Assuming Suspect ACM:

SPEC #	BUILDING MATERIAL	CONDITIONS TO ASSUME POS. ACM MATERIAL	CONDITIONS TO SAMPLE MATERIAL
09211	FINISH PLASTER	UNDAMAGED	DAMAGED
09255	WALLBOARD/TAPE/JOINT COMPOUND	UNDAMAGED	DAMAGED
09255	WALLBOARD WITHOUT JOINT COMPOUND OR TAPE (WITH OR WITHOUT PLASTER)	UNDAMAGED	DAMAGED
09660, 09665	WALL BASE MASTIC	UNDAMAGED	DAMAGED
09660	9 X 9 VAT	ALL	N/A
09660, 09665	12 X 12 VAT, LINOLEUM	UNDAMAGED, OLDER THAN 1981 (l) OR LESS THAN 6 SF (N)	DAMAGED, OR INSTALLED BETWEEN 1981 AND 1988 INCLUSIVE (l)
09660, 09665	VAT MASTIC	UNDAMAGED, OR LESS THAN 6 SF (N)	DAMAGED
08306	FIRE DOORS	ALL	DAMAGED
06120, 06125, 15065	TRANSITE MATERIALS	ALL	N/A

(k) Chilled water lines should be classified as low temperature. Domestic hot water, steam or high- pressure steam and condensate lines should be classified as high temperature.
(l) Date of material, based on facility personnel testimony, building construction records, or surveyor's professional judgement.
(m) Record quantity in terms of extent of surface contamination.
(n) Individual flooring tile and mastic patches of less than 6 SF need not be sampled but should be reported as Assumed Positive ACM in the Material Note as a component of a material assembly.

B. LEAD

1. Lessor shall maintain premises free of hazard from Lead Containing Materials (LCM) whether said hazard is caused by a deteriorated condition of said LCM or by dust generated by disturbance of same for the purpose of removal, alteration, modification, etc. Paint chip samples, and samples of other suspect LCM's shall be collected by a DHS Lead Certified Project Designer for laboratory analysis to determine lead content.

   In the event LCM removal is required, an independent Certified Industrial Hygiene Consultant shall be retained by lessor to inspect quality of work for compliance with applicable regulations, perform air monitoring, final clearance visual inspection, wet wipe sampling/lab analysis, and ensure proper handling/disposal of hazardous waste.

   All conditions as referenced in the preceding Section 01.03 A, Asbestos, shall apply in like manner, generally substituting the word lead for asbestos exclusive of the cited asbestos regulations. The following Codes and Titles shall apply to the presence of LCM as pertinent and applicable.

   a. CCR T8, Sec 1532.1 (CAL/OSHA Construction lead Standard)
      Sec 1529 (CAL/OSHA Asbestos in Construction Standard)
      Sec 1509 (CAL/OSHA Injury & Illness prevention Program)
      Sec 1510 (CAL/OSHA Construction Code of Safe Practices)
      Sec 1514 (CAL/OSHA Personal Protection Equipment)
      Sec 5194 (CAL/OSHA Hazard Communication Standard)
      Sec 5144 (CAL/OSHA Respiratory Protection Standard)
   b. Title 22, CCR Sec 12601 (c) (d) Clear & Reasonable Warnings
   c. Title 22, CCR Div 4.5, Ch 10, 11, 13, 18 Disposal of Haz Waste
   d. 42 USC, 7409 7601 (a) clean Air Act
   e. Title X, Lead-based Paint Hazard Reduction Act of 1992
   f. EPA Interim Guidance on Lead-based Paint, Contaminated Dust and Soil (pending promulgation of TSCA Title IV, Sec 403 rule)
   g. CA Health & Safety Code Sec 429.16 Accredited Training for Lead Work
   h. Title 17 CCR, Sec 35001, Individuals in Lead-Related Construction Work
   i. 50FR 2554, EPA, Sec 50.12 Ambient Air Quality Standards for Lead

02.01 FLOOR CONSTRUCTION AND FINISHES

A Concrete floor construction is the standard for comparison. Floors of other material may be acceptable provided its use does not produce or transmit sound or vibration to a greater degree than a 4" reinforced concrete slab. Lessor shall provide certification that the surface tolerance of the floor area to be leased does not exceed 1/8" in 20'-0" from a true flat plane. Said certification shall be provided by a licensed contractor in the appropriate trade. Floor tolerance measurement shall be accomplished by use of laser leveling equipment or straight-edge method.

If floor is out of compliance, leveling must be achieved with high strength concrete topping compound: Ardex, Inc., K-500, Hacker Ind., Firm Fill 4010, Maxxon, Level-Right, or approved equal.

B Concrete floors in janitor closets, heater or utility rooms shall be cleaned and treated with epoxy coating. Office areas throughout shall have carpet or other floor covering per Exhibit A with 4" topset rubber base, unless otherwise specified. Floor covering shall extend under counters and cabinets. Colors and patterns shall be as selected or approved by State.

C Acceptable Carpet Types

Carpeting may be either broadloom or carpet tiles.

Broadloom carpet shall be of level loop or multi-level loop broad loom, nylon face yarn, Antron or BASF with inherent static control, minimum 26 oz/sq yd face yarn weight, in compliance with State Specification 7220-41D-04 broadloom, or current edition (copies may be obtained upon request).

Polypropylene secondary back per specification 7220-41D-04 shall be glued directly to the concrete floor. No pads will be used. Pattern and color as per drawings, or approved equal.

All scraps 12" square or larger shall be bundled and turned over to the State.

Carpet tiles 18" square shall be of Level loop nylon face yarn, Antron or BASF with inherent static control, 26 to 28 oz/sq yd face yarn weight, in compliance with State Specification 7220-41D-03, carpet tile, or current edition.

Secondary back fiberglass reinforced PVC. Provide 2% overage for future use, pattern and color as per drawings, or approved equal.

D Floors in toilet rooms shall be of nonabsorbent material impervious to moisture such as terrazzo, ceramic tile, or approved equal material with 4" minimum base. Provide 4' high wainscot of equal material at plumbing fixture walls, walls within water closet compartments, and walls within 24" of the front and sides of urinals. Exposed concrete floors are not acceptable in toilet rooms.

02.02 EXTERIOR WAL

A Exterior walls, including door and window assemblies, shall be constructed or processed so that they are weatherproof. Seal all visible cracks that allow outside air to penetrate the building's envelope.

B Exterior walls shall be insulated such that the heat transfer values from the wall to the occupied space complies with CCR Title 24, Part 1 and Part 6.

02.03 INTERIOR WALLS AND PARTITIONS

A Walls and partitions shall be as shown; ceiling height unless noted otherwise. Subject to code limitations, those indicated as solid partitions may be wood or metal stud with plaster or gypsum wallboard or other construction of equal sound retardant value (minimum 32 sound transmission class (STC)). Textured finish on new partitions is not acceptable unless otherwise noted by the State. Single panel partitions may be used only if so noted on plan or in Division 3 of these specifications.

B Construction of equipment rooms and toilet rooms shall be such as to prevent transmission of sound or vibration to office areas, minimum sound rating of 50 STC (sound transmission class) as set forth in ASTM E90. Access to mechanical rooms shall not be through office areas.

C Glazed openings in office partitions shall have 3'-6" high sill unless noted otherwise on plans. Glass shall be clear unless noted otherwise and shall meet all applicable code requirements.

02.04 ROOF AND INSULATION

A Roof shall be weathertight and provided with suitable drainage system that will effectively dispose of roof water without interfering with use of premises.

B Roof shall be insulated such that the heat transfer values from roof to occupied area complies with CCR Title 24, Part 1 and Part 6.

02.05 ACOUSTICAL CEILINGS

A Ceilings of office areas including reception, corridors, and office storage areas shall have acoustical ceilings of "T" bar systems with acoustical lay-in panels or other approved material with equivalent acoustical qualities. Ceiling heights shall be a minimum of 9'-0" and a maximum of 12'-0". In general, excessive ceiling heights producing deep, well-like rooms are to be avoided.

02.06 DOORS

A All interior doors shall be of minimum dimension 3'-0" x 6'-8" x 1-3/4" thick, flush solid core wood. Doors with mortise locksets shall be solid core. Face veneer shall be rotary cut book-matched premium birch, maple or beech suitable for stained or natural transparent finish. All double doors to be "bookmatched". Lessor may submit, as an alternate, his established building standards for State approval.

B Glass view panels in interior doors shall be minimum 3/16" clear float glass, tempered as required by code.

C Fire rated door and frame assemblies shall be installed where noted or as required by code. Doors and frames shall bear Underwriters Laboratory (UL) label for required fire resistive rating. Modification of labeled assemblies will be subject to inspection and approval by the Office of the State Fire Marshal who may require re-testing and/or re-certification.

D Doors separating conditioned and nonconditioned space shall be weatherstripped or gasketed to effectively and reliably limit air infiltration. Adhesive foam-type or felt weatherstripping is not acceptable.

E Where shown on plans, provide a manually operated rolling counter steel fire shutter bearing a UL 3/4 hour, "C" label min. Emergency operation shall be by automatic fire release device with adjustable time delay, 45 seconds. Release shall be activated by smoke detector(s) as required by code.

02.07 HARDWARE

A Provide lever type hardware to comply with Title 24 Access and ADA requirements. Locksets shall be Schlage "D" series, "Rhodes", "Corbin," or equal. Latchsets shall be Schlage "AL" series, "Saturn" or equal.

B Furnish and install hardware required for complete installation, including but not limited to, hardware for locks, latches, door butts with nonremovable pins on outswinging exterior doors, door stops, and, where indicated on plan, metal thresholds, metal kick plates, metal push plates, single or double acting self-closing gravity operated gate hinges.

Provide latchsets at all interior doors unless otherwise noted on plans.

C Provide pin tumbler locks on doors between public corridors and office areas, and as noted on plans. Locksets and latchsets shall be "Schlage," "Corbin," or approved equal. Doors providing access to quarters, isolated storage rooms, and other doors designated to be provided with a lock, shall have Schlage "D" Series or equal; interior office doors may have Schlage "AL" series latchsets or equal. Key locks as directed by State.

D Provide adjustable door closers on entrance doors, doors to toilet room and their vestibules, and on other doors where noted on the plan.

02.08 NEW MILLWOR

A Provide new cabinet work as shown and where indicated on plan. Manufacture items per the current edition of the Woodwork Institute of California (WIC) "Manual of Millwork" standards for "Custom Grade" millwork. Furnish WIC Certified Compliance Certificate. Each item of casework and plastic laminate counter top shall bear WIC Certified Compliance Grade Stamp.

B Cabinets shall be of sizes and types indicated on the Exhibit "A". Base cabinets shall have one row of drawers and one adjustable shelf below with hinged doors unless noted otherwise. Provide a 4" toe space at base cabinets. Upper cabinets shall have two rows of adjustable shelves and hinged doors unless noted otherwise.

C Counter tops and cabinets shall be covered with plastic laminate at all exposed surfaces. Counter tops shall be self-edged unless otherwise noted. Counter tops with sinks shall have a no-drip, bull-nose edge, and an integral cove, with a sanitary metal rim around the sink or a self-rim stainless steel sink. Other materials may be submitted to the State for approval.

D Shelving units shall be of minimum 3/4", white melamine, per WICMM Specifications. Cover exposed edges with plastic laminate or hardwood edgebound.

E Face of millwork to be high pressure decorative plastic laminate: NEMA LD-3 grades as required by WICMM Specifications. Use Formica, Wilsonart, Nevamar, or equal, subject to approval by State.

F Provide bullet tip hinges, flush, or offset, magnetic catches, and wire pulls plated to match hardware.

02.09 PAINTING

A Existing Surfaces

Interior walls and ceilings and painted sash, doors, and trim shall be in clean, newly painted condition.

Walls and plaster or gypsum board ceilings shall be finished in latex semi-gloss stipple enamel.

Painted doors and trim shall be finished in latex semi-gloss enamel.

Acoustical Tile shall be finished with nonbridging paint "Off-White" when required on plans.

Stained or natural finished wood shall be finished with sealer and lacquer.

Colors shall be as selected or approved by the State.

B New Surfa ;

New partitions without factory finish shall be painted with one coat of primer/sealer and two finish coats of best quality latex semi-gloss stipple enamel.

Painted doors and trim shall be latex semi-gloss enamel.

Stained or natural finish wood shall be finished with sealer and two coats lacquer.

Colors shall be as selected or approved by the State.

C Where nonmatching contiguous painted surfaces result from preparation of the State's quarters, matching paint shall be applied extending to natural break points of the surfaces in question.

02.10 BUILDING SPECIALTIES --(See Section 01.02 H. Requirements for Physically Handicapped)

A Toilet Room Accessories -- Each toilet room shall include paper towel holder(s), waste receptacle(s), and soap dispensers. Each women's toilet room shall include a coin-operated sanitary napkin dispenser. Each toilet stall shall include a toilet paper holder (single roll with continuous paper flow), toilet seat cover dispensers, inside locking device and a coat hook. In addition, in each women's toilet stall shall include a folding purse shelf and a sanitary napkin receptacle. All dispensers to have stainless steel finish. Accessories must comply with California Accessibility Code 3105.A (6).

B Mirror -- Provide mirror with shelf below for each lavatory. Two or more lavatories may have continuous mirror and shelf.

C Toilet Room Partitions -- New toilet stalls indicated in the Exhibit "A" shall be factory finished flush metal or approved equal. If indicated on the Exhibit "A", existing metal partitions shall be electrostatically painted.

D Sunlight and Privacy Control -- Equip windows and exterior glazed openings with horizontal or vertical blinds or other Real Estate Services Division approved device for privacy. All sunlit windows and glazed openings shall have exterior overhangs, fins, solar screens, reflective glass coatings, reflective glass panes, or other Office of Real Estate and Design Services approved device for sun control. A daylighting system (with provision for direct sun control) is acceptable.

E Signs -- It is the intent of this paragraph to provide proper State identification for the public's information. Signage shall be placed to suit the building configuration and the entrance to the State's quarters.

1. Interior: All signs to comply with California Accessibility Code 3105A. On or near entrance door, install the words "STATE OF CALIFORNIA" and name of State agency and address numbers as directed. Signage shall be per building standard subject to approval by the State. Painted or pressure sensitive vinyl letters are not acceptable. Provide similar agency identification signage in the building directory, if any. Each toilet room shall have required identification signs.

2. Exterior: (Only if building is totally occupied by the State.) Letters shall be

of ca. luminum alloy, bronze, black anodize nish, dimensional plastic, or as approved by the State. Submit catalog or sample for approval by the State. The words "STATE OF CALIFORNIA" shall be 6" high and the name of the department shall be 10" high. Sign shall include street address numbers 4" high.

F Flagpole -- Where the State occupies more than 50% of the available building space, or is the sole tenant, lessor shall provide a flagpole. Flagpole shall be tapered aluminum with external halyard system and snap connections for two flags. Pole shall be 30' above grade if free-standing, or 14' minimum above parapet if attached to building. At free-standing flagpoles, install cleat centered at approximately 5' above ground. Provide lockable halyard box of length to enclose cleat and protect halyards to 10' above ground.

G Modular Systems Furniture Projects

Modular Systems Furniture (MSF) -- The State may elect to provide and install MSF in lieu of traditional office furniture. MSF may be comprised of any combination of freestanding partition panels, panel supported work tops, files, componentry, and integrated circuitry and access raceways for provision of electrical power and voice and data cabling.

If the State elects to use MSF as described above, it will be the lessor's responsibility to include the following materials and/or services in the construction of lease required "Tenant Improvements" (TI's).

1. Lessor shall obtain any required permits from the local jurisdiction for installation and "hardwiring" of MSF workstations. State or its MSF vendor will provide MSF layout drawings unless otherwise agreed.

2. Lessor shall ensure that building electrical/mechanical systems and capacities are compatible with MSF design requirements. Lessor shall ensure MSF lay out drawings are used to determine location of wall mounted equipment such as access panels, thermostats, fire extinguishers, etc., and relocate existing equipment as required to accommodate MSF layout.

3. Lessor shall be responsible for coordination and delivery of electrical, voice, and data cable systems to MSF "Point of Connection" (POC - generally a junction box at wall or above ceiling) as indicated on MSF installation and wiring cable plans to be provided by State. Lessor shall also be responsible for final "hardwire" connections at POC as required after placement of system furniture by vendor. Where MSF power/communication poles are utilized, Lessor shall furnish and install seismic bracing as required by the local building offical.

4. Lessor shall provide access to building and facilities to State and its MSF installer as required during MSF installation period.

Installation -- An installation project for MSF takes place in four phases: design; procurement; scheduling; and set-up.

1. Unless otherwise agreed, State or its representative shall provide MSF layout drawing(s) to lessor for use in preparation of construction documents.

2. Unless otherwise agreed, State shall complete all procurement procedures for purchase of MSF.

3. Coordination of delivery and installation of systems furniture is critical to timely occupancy by the tenant agency as business can not be conducted until power, voice, and data components are fully operational. Lessor shall agree to target completion date(s) for TI project and or TI project phases. Modular systems furniture installer shall provide installation schedule to lessor and agree to target completion date(s) for MSF installation project and or phases.

4. Installation of modular systems furniture may not take place until construction of tenant improvements is substantially complete. Conditions required for said completion are:

   a. Building official approval of electrical and cabling systems to the point of connection.

   b. Installation of floor covering.

   c. Substantial completion of project punchlist.

Occupancy -- Occupancy, for the purpose of determining the date rent will start, is defined as completion of installation of modular systems furniture as determined by the RESD's Planner within the parameters of the installation schedule as described in paragraph 3 above, under Installation, together with provision of a Certificate of Occupancy by the appropriate authority.

If lessor fails to meet the target project completion date for TI's, the interval of delay will be added to the target systems installation date. Lessor shall also be responsible for storage and associated delivery costs of systems product if delivery schedules can not be adjusted to conform to new schedules.

If MSF installer fails to meet the target systems installation date, rent will commence on the originally targeted date.

If State (RESD or tenant agency) causes delay to lessor or MSF installer, rent will commence in accordance with the original schedule.

02.11 PLUMBING

A Plumbing facilities shall be as indicated on plans with number and type of fixtures shown. If not shown on plans, provide plumbing fixtures in number and type required by the California Plumbing Code.

Provide hot and cold water at each lavatory and sink, per CPC and CCR Title 24, Part 5.

Provide one or more ADA compliant refrigerative drinking fountains within close proximity to office quarters or as indicated on plans.
Soldered connections on water supply lines shall use ASTM B32, Grade 5A 95-5 Tin Antimony solder. Lead solder is not allowed.

B At fixtures provided for the State's exclusive use, provide the following:
Hot water to lavatories and sinks water temperature, shall not exceed 105°F. Flow restrictors or orifices shall be installed in all hot and cold water lavatory faucets to restrict water flow to maximum of 1-1/2 gpm.

C Operating water heaters and storage tanks shall be fitted with external insulation blankets rated at a minimum thermal resistance value of R-6 unless the existing insulation jacket is in excess of R-12.

02.12 HEATING, VENTILATING, AND COOLING

A Comfort conditioning system shall consist of a fully automatic heating, cooling, and ventilating system providing air continuously during occupied hours to areas designed for occupancy; including storage-work rooms, lounge, employees' room, and where noted on plan, telephone equipment room.

B Systems shall be zoned for each exposure and for interior zones, each zone of size and shape to ensure even distribution and temperature control throughout occupied space.

C The heating and cooling system shall be capable of maintaining the following temperatures in all occupied areas:

Winter: 68°F (18.3°C)
Summer: 78°F (25.5°C)

Nonmechanical heating and cooling, such as indirect/direct evaporative cooling, desiccant dehumidification, and passive solar design measures are preferred provided the above temperatures can be maintained.

D Detailed heating and cooling calculations, including loads for lights, occupants, and equipment, shall be submitted to the State upon request and shall include equipment selection data and "as-built" drawings. The cooling load for conference rooms, hearing rooms, public lobbies, waiting rooms, and employee rooms shall be based on occupancy of 25 s.f. per person. Cooling load for all other areas shall be based on an occupancy of 100 s.f. per person.

E Distribution ductwork shall be properly insulated in accordance with the California Mechanical Code (CMC). Ductwork shall be concealed or aesthetically compatible with the architectural design of the interior space. Air distribution system shall be equipped with air volume controls and shall be capable of draftless operation at acceptable noise level while handling designed flow of air. Return air shall be conducted through registers connected to ductwork or plenum above ceilings, except as otherwise approved by the State. The ductwork construction and installation shall conform to the appropriate Sheet Metal and Air Conditioning Contractors National Association, Inc. (SMACNA) low velocity, high velocity, or fibrous glass duct construction standards.

Individual supply and return air outlets shall be provided in each enclosed area. Undercutting of doors, door grilles, or jumper ducts are not acceptable.

F All ductwork, plenums, and fitting joints from all heating and cooling equipment in unconditioned or unoccupied space shall be insulated in accordance with CCR Title 24, Part 1 and Part 6.

G All steam, steam condensate return piping, and recirculating hot water piping in unheated areas shall be insulated in accordance with CCR Title 24, Part 1 and Part 6.

H All fan systems shall be equipped with an economizer system that will use outdoor air up to 100% of fan capacity for cooling of the building. Operation of the economizer cycle shall be controlled by outside dry bulb air temperature. Outdoor air dampers are to be adjusted for tight closure.

I Minimum outside air ventilation shall be 20 cfm per person. The complete hydronic and air system shall be checked, adjusted, and balanced during construction and re-balanced after occupancy by an established air balancing firm in accordance with the AABC Standards. Balance reports shall be delivered to the State upon occupancy of the building. Annually thereafter, outdoor air damper operation and outdoor air quantities shall be verified by an established air balancing firm and a report delivered to the State.

J A design supply air flow of .75 cfm per s.f. in interior or windowless perimeter spaces is acceptable.

K Toilet rooms shall be provided with a mechanical exhaust system providing a minimum of 15 air changes per hour. Replacement air shall be supplied from the building system. Individual supply ducts for sound lined jumper ducts are acceptable. Where toilet rooms have individual exhaust fans, the fan operation shall be interlocked with the toilet room light switch. Exhaust air shall be ducted to the outside.

L Thermostats shall be provided for the regulation of the "daytime" temperature in each zone without manual attention by tenant. The thermostats shall include automatic change-over from heating to cooling. "Dead-band" thermostats shall be used with adjustable range where no heating or cooling is activated. The temperature range of the thermostats shall be minimum 55°F to 85°F (13°C to 29°C). Lockable tamperproof covers shall be provided. Thermostats shall be cleaned, calibrated, and adjusted to 68°F maximum for heating and 78°F minimum for cooling. Room thermostats shall be located in representative location (out of sun, out of diffuser blow, and not on walls near return air devices). Thermostats on exterior walls shall be on insulated bases.

M Where the heating design temperature is below 35°F, provide one winter night setback thermostat for each (or all) air handling unit(s). The thermostat shall cycle the heating system to maintain 55°F.

N One or more readily accessible, adjustable, automatic-control time clocks (7-day), battery or spring loaded, or energy management start/stop systems (micro processors) shall be provided to allow the shutoff and startup of the heating, ventilating, and cooling equipment for off-hour energy control. Locate control unit in mechanical room or as directed by the State. State shall determine maximum daily hours of operation. Provide one-hour bypass timers where after-hours operation is noted on plans.

O New refrigeration equipment or heat pumps may be air cooled or water cooled with a minimum COP or EER ratings specified in CCR Title 24, Part 1 and Part 6.

P Filtration shall be provided for all ventilated (outside air) and recirculated air. Low

static pres. e filters shall be used, with 0.15" maxi m pressure drop when clean, except in areas requiring a cleaner atmosphere.

Q Install electric ignition pilots for all gas-fired boilers and furnaces.

R Shut off registers and radiators to vestibules, lobbies, hallways, and stairwells. For double duct systems, shut off cooling during heating months and heating during cooling months. Minimum ventilation requirements must be maintained.

S Raise cold air supply temperature, lower hot air supply temperature, lower boiler water temperature, lower condenser water temperature, and raise chilled water temperature to compensate for reduced heating and cooling load while maintaining the room temperatures in accordance with Section 02.12 C.

T All equipment shall be inspected for proper operation at least every month. An inspection and maintenance log for time clocks and all major equipment, including the economizer, shall be posted in the mechanical room or in a convenient building location and be available upon request for State inspection. Lessor shall keep inspection and maintenance records in the format described in Title 8, General Industry Safety Orders, Section 5142.

U Refer to Division 1, Section 01.02, Paragraph B, for energy conservation criteria.

02.13 ELECTRICAL

A Office areas shall have sufficient lighting fixtures properly spaced to be capable of providing the recommended lighting levels of illumination indicated in the following table:

Lighting Levels for Office Space

(Levels shown are average maintained horizontal footcandles, measured 30" above finished floor).

	Average Footcandle Level	Acceptable Footcandle Range
Service areas or public areas	15	12 - 18
Circulation areas within office space not at work stations	30	24 - 36
Waiting rooms, toilets and lounge areas	15	12 - 18
Conference tables and auditoriums	30	27 - 33
Normal office work, reading, writing, etc.	50	40 - 60
Office work, prolonged, visually difficult or critical in nature (where noted on plan)	75	60 - 90
Office work prolonged, visually difficult and critical in nature (where noted on plan)	100	80 -120
Areas over open drawers or filing cabinets	30	27 - 33
Snack bars	20	17 - 33
Building Entries	5	3 - 7

Parking Ar.	2	2 - 5
Warehouse	(1)	(1)

(1)Light (foot-candle) level and type (metal halide, flourescent, etc.) should be engineered relative to equipment and task requirements for specific area.

B The total lighting system design load for office space shall not exceed energy budget as per Title 24, Part 1 and Part 6. Proper lighting at task locations is important. Average footcandle levels shall not be exceeded.

C Light fixtures are to be lamped with high efficiency lamps. New or replacement fluorescent fixtures shall have four foot 32 watt T-8 lamp(s) with energy saving solid state electronic ballast(s). Pairs of one-lamp or three-lamp recessed fluorescent luminaires and continuous mounted fluorescents that are (1) on the same switch control, (2) in the same area, (3) within 10 feet of each other in accessible ceiling spaces; and (4) do not use electronic ballasts shall be tandem wired and shall not use single lamp ballasts.

D Light fixtures shall be installed with a 6' flexible "pigtail" to facilitate rearrangement.

E Replace incandescent lamps with compact fluorescent lamps or with circular fluorescent lamps wherever possible.

F In building designed for a return air plenum, light fixtures shall be of the return air type.

G Lights shall be controlled by wall switches in general. All light switches shall be installed within the space controlled by them or near entrances and exits to areas served. Three-way switches shall be provided in corridors and spaces with more than one entrance.

H Lighting panel switches, if required, shall have a 7-day spring loaded or battery loaded time clock set for a maximum of 10-1/2 hours of operation daily. Time clock operation shall have manual override with one hour reset. Override shall be accessible to tenant.

I Provide motion sensors for areas not regularly occupied, such as storage rooms, closets, utility rooms, etc.

J Provide dual switching to provide even half level lighting in enclosed areas (100 s.f. or larger in which the connected lighting load exceeds 1.2 watts per square foot for the space as a whole) in accordance with Title 24, Part 6, Sec. 131(b).

K Lighting for parking areas shall be high-pressure sodium or metal halide.

L Where exterior illumination is required, use high intensity discharge (HID) lamps for accent light and outdoor building security lighting where possible. All building entrances shall be lighted.

M Decorative lighting shall be kept to a minimum or eliminated.

N Any parking and outdoor lights (nonsecurity) shall have photocell control or a 7-day spring or battery loaded time clock set to suit State's after hours needs.

0 Duplex convenience outlets shall be 20 ampere 125 volt 3 wire grounding type,

provided in the number indicated and located as shown or directed with at least one in each office.

P Provide wiring and electrical switching and control equipment for heating, ventilating, and cooling equipment and other special power or heating equipment.

Provide special outlets, dedicated circuits, isolated ground convenience outlets, etc., for copy machines, word processing equipment, data processing equipment, etc., where shown on plan. Dedicated circuits shall have individual black wire from outlet to panel breaker and individual white (neutral) wire from outlet to panel neutral bus. Green wire shall be run to building ground via an isolated ground panel bus. (Green wire may be ganged from outlets to isolated ground panel bus.) Lessor shall furnish certification from electrical contractor that this work has been installed in compliance with specifications and vendor's equipment requirements.

Q Service and metering facilities shall be in accordance with power company requirements. Short circuit calculations shall be performed based on the available fault current from the utility system and contribution from the facilities motors. Furnish and install main switchboard, panelboards, and feeders as required.

R Lessor shall provide and install all conduit, complete with pull wire, necessary for telephone installation including conduit from exterior of building to junction box location and telephone distribution centers. Provide telephone terminal backboard or terminal cabinet of proper size, as directed by telephone company. Provide flush cabinets or closets to enclose all telephone backboards, terminal strips, and telephone equipment except where suitable telephone company furnished covers will serve to conceal these items. Provide lighting and power outlet(s) in closets as required by telephone company. Telephone service outlets shall be as shown and conduit provided to serve these locations.

S Provide 20 percent additional electrical capacity to State leased space.

T Refer to Division 1, Section 01.02, Paragraph B, for energy conservation criteria.

02.14 PARKING AND PAVING

A If parking is shown or indicated on plans or in lease documents, it shall have precast concrete bumpers to protect property and pedestrians and shall be paved, including paved access from street and be properly graded for effective disposal of surface water away from building, and off site. Each stall shall have unobstructed individual access. Mark parking stalls with painted 4" wide stripes of white traffic paint or indicate by marker buttons. Provide direction arrows, "IN" and "OUT" indications, etc., and appropriate designation of space for State and ADA requirements.

02.15 LANDSCAPING

A All new landscaping shall be of a locally drought tolerant variety.

B Deciduous trees (5 gallon size) shall be planted on the west, east, and south sides of the building where planting is called for on plans. Solar access rights to adjacent buildings shall be observed.

DIVISION 3 -- SPECIAL PROVISIONS

The following Special Provisions supplement requirements specified in Divisions 1 and 2 and supersede requirements which are in conflict.

01.02 CONSTRUCTION AND CODE REQUIREMENTS

H If public sidewalks, streets, curbs, and gutters are not existing, they shall be installed by Lessor.

02.01 FLOOR CONSTRUCTION AND FINISHES

A Add: EDD will submit data relative to dedicated file and library areas if they are to be located above the ground floor. Lessor shall reinforce floor system as necessary based on the anticipated load requirements. Lessor shall provide engineering calculations and related drawings on request to State for approval.

B Delete entire paragraph. Substitute the following in lieu thereof:

Unless noted otherwise in Exhibit "A," concrete floors in janitor closets, heater, or utility rooms may be left sealed and exposed. Office areas throughout shall have floorcovering(s)/base(s) as specified in Exhibit "A" and described herein. Floorcoverings shall extend under counters and cabinets. Color(s)/pattern(s) shall be as specified in Exhibit "A." Base shall be 4" rubber or vinyl base equal to Burke, Roppe, Flexco, or Tarkett at all areas unless noted otherwise herein or in Exhibit "A."

C Delete the entire section. Substitute the following in lieu thereof:

Lessor's building standard carpet must meet or exceed the following minimum requirements and must be submitted to the RESD Space Planner for prior approval. Carpet must also be in compliance with State Specification 7220-21k-01. (Copies may be obtained upon request.)

Minimum Requirements

Fiber:	Nylon versus olefin
Dye Method:	Solution dyed/yarn dyed
Construction:	Tufted graphic patterned loop pile, broadloom
Gauge:	1/10
Face Weight:	26 oz. (minimum) to 32 oz.
Backings:	Synthetic
Warranty:	10 year
Installation:	Direct glue, no pad

Examples of Acceptable Carpet:

Atlas "Andover," Bentley "Mystery Loop," Designweave "Soho," J&J "Festival," Karastan Bigelow "Timpani," Lees "Attribute," Patcraft "Matinee," Shaw Commercial Carpets "Southern Hills", Stratton "Broadway."

D Delete entire paragraph. Substitute the following in lieu thereof:

Floors in toilet rooms shall be ceramic tile equal to Dal-Tile Keystone Porcelain Ceramic Mosaic, 2" X 2", price group 5 or American Olean, "Radiance," 2" X 2".

Add: E Rooms typically requiring vinyl tile include storage rooms and employee break rooms. Vinyl tile shall be equal to Armstrong Imperial Excelon, Kentile Architectural Criterion, or Tarkett Expressions. Employee Break Room floor may involve a pattern using up to three (3) colors, laid on the diagonal.

Add: F Floor in public lobby(s)/vestibule(s) shall be ceramic tile equal to Dal-Duraflor "Premier," GTE "Prominence," or Crossville Ceramics "Cross-Colors," with matching 4" high tile base. Lobby/vestibule floors may involve a pattern using up to four (4) colors, laid on the diagonal.

Note: At the State's option, in some instances vinyl tile may be used in lieu of ceramic tile. Lessor shall clarify material to be used with RESD Planner prior to lease agreement.

02.03 INTERIOR WALLS AND PARTITIONS

B Add: Minimum sound rating of 42 STC (Sound Transmission Class) per ASTM E90 shall be attained, at all other office partitions.

C Delete entire section. Substitute the following in lieu thereof:

Glazed office partitions shall have a 2'-6" high sill unless noted otherwise in Exhibit "A"; top of glazing shall align with top of door. All sidelights indicated on plan shall be full height; i.e., from floor to top of door. One piece metal frame system shall be used at doors/sidelights. Frames shall be painted as specified in Exhibit "A."

Add: E Wallcovering -- Provide and install Type I contract vinyl wallcovering, 54" wide, equal to Genon "Megatrends," Gilford "Classics & Fun," or Guard "Grand Traditions," floor to ceiling at all walls of Employee Break Room, Lobby(s), and Vestibule(s). Provide and install 100 percent (100%) polypropylene/polyolefin, 54" wide wallcovering equal to Designtex "Stonetex" or Maharam Vertical Surfaces "Tek-wall/3," floor to ceiling at all walls of Manager's Office and Conference Room. Actual wallcoverings shall be specified by RESD Planner. Face of wall to receive wallcovering shall have a smooth finish.

Add: F Ceramic Tile in Toilet Rooms -- At all walls of Public Toilet Rooms provide and install floor to ceiling ceramic tile. At all walls of Employee Toilet Rooms provide and install ceramic tile from floor to approximately 4'-0" high. Up to four (4) colors may be specified in a pattern involving one (1) basic field color with accent/pattern bands using up to three (3) colors. Actual colors and pattern shall be specified by RESD Planner. Tile shall be equal to Dal-Tile glazed interior tile, 4_1/4" X 4-1/4", price group V or American Olean Designer Accents, 4-1/4" X 4-1/4".

02.06 DOORS

A Delete: Entire paragraph. Substitute the following in lieu thereof:

Unless noted otherwise, new interior doors shall be of minimum dimension 3'-0" X 6'-8" X 1-3/8" thick, flush wood. All interior doors (new and existing) shall be solid core wood. At Lessor's option, doors may be either paint grade, stain grade, or plastic laminate-clad. Face veneer of stain grade doors shall be oak. Door frames shall be painted. Lessor's established building standards shall be submitted to RESD Planner for review and approval prior to construction. All colors shall be specified by RESD Planner.

B Delete entire paragraph. Substitute the following in lieu thereof:

Where specified in Exhibit "A," vision panels in nonrated interior doors shall be 8" X 36" (sill at 25" above floor) with minimum 3/16" clear float glass, tempered as required by code.

Add: F Secondary exterior doors shall be at least 3'-0' wide by 6'-8" high by 1-3/4" thick unless noted otherwise. Public entrance doors (Pair 3'-0" X 6'-8" minimum) shall be of tempered safety glass or of stainless steel or aluminum frame package units. Glazing shall be of 1/4" tinted polished plate glass. Exterior rear doors shall be 1-3/4" hollow metal.

02.07 HARDWARE

A Add: Hardware finish shall be submitted to RESD Planner for review and approval prior to installation.

B Delete: The words "Key locks as directed by State" and substitute the following in lieu thereof:

Key all doors alike unless otherwise directed by State. Furnish three keys per lock; stamp all keys "DO NOT DUPLICATE." Locksets shall have deadlocking latchbolts.

Add: Hardware on package unit public entrance doors shall include: Floor checks. Adams Rite MS I851A_III or equal with lockset with two cylinders on active leaf and exit indicator 4089. Two point concealed automatic head and foot bolts with double cylinder lockset on inactive leaf, Corbin 2909-1/2, Russwin AC 40-12, or equal. Provide sign with 1" high lettering reading "THIS DOOR TO REMAIN UNLOCKED DURING BUSINESS HOURS."

Add: Use mechanical combination locks on employee entrance(s) in addition to key locks. Change lock reference for employee entrance(s) to Simplex 2000 or 3000 series or equal.

C Add: Closers shall be heavy duty type.

02.08 NEW MILLWORK

A Add: All exposed surfaces of millwork shall be plastic laminate as specified on Finish Schedule/Plan. Cabinetry shall be European style frameless, flush-mounted construction with concealed hinges. Drawers shall have "Accuride" glides or equal. All interior surfaces shall be covered in white "Kortron." Pulls shall be simple wire style; finish: brushed aluminum.

B Delete words "Sliding or."

C Delete words: "Ceramic tile top is also acceptable."

D Add: Install in Janitor's Closet four lines of adjustable shelving 15" deep with bottom shelf 30" above floor and remaining shelves spaced approximately 15" on center. Locate shelving as shown on floor plans. Shelving may be wood or metal at Lessor's option.

E Delete entire paragraph.

Add: F Wardrobe Enclosure -- Wardrobe enclosure shall include sliding doors, wood or metal clothes poles, and shelf for hats.

Add: G Where counters are noted on plan as "State Furnished," Lessor shall install same. Lessor shall provide all bolts, clips, wood backing, and rubber base as required for complete installation.

02.10 BUILDING SPECIALTIES

A Add: Public Restroom toilet room partitions shall be Santana Poly-mar HD Series 1000, Knickerbocker Plastique, Sanymetal Solid Polymer, or approved equal. Color shall be selected by RESD Planner based on submittals provided by Lessor. Existing Employee Restroom fixtures, furnishings, and finishes may remain if deemed acceptable by RESD Planner.

Add: Provide recessed, no-touch control, electric hand dryers in public restrooms. Bobrick B-7507 or approved equal.

Delete: Reference to: paper towel holders, waste receptacles

B Add: In public restrooms, provide stainless steel mirror without shelf.

C Delete: Entire section.

D Delete entire paragraph. Substitute the following in lieu thereof:

Sunlight and Privacy Control -- Equip all windows, exterior and interior, with PVC vertical blinds or horizontal aluminum mini blinds. Color to be selected by RESD based on submittals provided by Lessor. All sunlit windows and glazed openings shall have exterior overhangs, fins, solar screens, reflective glass coatings, reflective glass panes, or other RESD approved device for sun control. A daylighting system with provision for direct sun control is acceptable. Exterior windows which are not clearly visible from street shall be glazed with wire glass.

E Signs --

1. Interior: Delete reference to painted sign "STATE OF CALIFORNIA."

2. Exterior: Delete words "(Only if building is totally occupied by the State.)" Add: "Unless otherwise specified or agreed."

   Delete: reference to 6" and 10".

F Flagpole -- Delete words "Where the State occupies more than 50 percent (50%) of the available building space, or is the sole tenant . . .".

G Kitchen Unit -- Lessor shall furnish and install a base counter and wall cabinet in Employee's Room, where shown on plan. Millwork shall be constructed as specified in Section 02.08. Counter shall be equipped with a stainless steel sink, lever operated faucet, hot and cold water, and garbage disposer.

Furnish and install no-frost 18.0 cubic foot minimum total capacity refrigerator where shown on plan with 5.1 cubic foot freezer, adjustable shelves, vegetable and fruit bins, ice trays, energy saver switch, and rollers. GE Model TBX18SJ, Hotpoint Model CTX18EJ or equal.

Furnish and install 1.3 cubic foot minimum total capacity built-in microwave oven with touch control (99 minutes, 99 seconds digital), balanced wave cook system, auto defrost, and variable power levels. Whirlpool Model MW8650XS, Hotpoint Model RE1440, or equal.

Lessor shall provide and install a two-speed roof mounted exhaust fan connected to a separate switch.

02.11 PLUMBING

A Add: Water closets at public toilets shall be wall or floor mounted, siphon jet, elongated bowl; flush valve operated.

Provide at least two refrigerative drinking fountains with cooling capacity of 6.0 GPH under standard conditions. Hot water shall not be provided at public lavatories.

D Provide service sink in janitor's closet with stainless steel or CP sheet brass rim guard on front and two sides.

E Recessed key operated hose bibbs shall be provided so that all exterior areas can be reached with 50' hose.

F Existing landscaped areas shall have underground sprinkler system operated by automatic timer. Existing manual systems shall be converted to automatic operation. Where new systems are installed, heads shall be pop-up type and trees and shrubs shall be irrigated with "drip" style system.

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02.12 HEATING AND AIR CONDITIONING

B Add: Provide separate zone complete with thermostat in Hearing Room.

D Add: Cooling load for public lobby shall be based on an occupancy of 25 s.f. per person.

E Add: Acceptable noise level for distribution devices or grilles shall be 10 decibels below room ambient noise level.

L Add: Variation between and within zones shall not exceed 3°F.

V Lobby areas shall be provided with additional exhaust fans, exhausting directly to outside of building where indicated on plans; with capacity of approximately 50 percent (50%) of regular return air system within lobby area. Equip exhaust fans with back pressure damper and 30 minute time delay switch located adjacent to the Manager's Office or as directed by State. Air conditioning unit need not meet design conditions when these fans are running.

02.13 ELECTRICAL

C Add: Fluorescent fixtures shall be lamped with cool white lamps.

G Add: Public toilet lights and exhaust fans shall be controlled separately by time clock or micro processor.

I Delete the word "timer" and insert "motion sensor."

L Add: Provide exterior security lighting at each entry.

N Where parking areas are indicated, provide them with adequate exterior lighting. Control exterior lighting by photo-electric control.

O Insert the words "or fourplex" after the word "duplex."

T Provide underfloor ducts, "Walker Duct," "Square D Co.," or equal or combination telepower poles, Wiremold or equal, where shown on plan. Ducts shall be single or double as indicated, with knockouts or risers to permit installation of outlets at 24" intervals. Install ducts complete with wiring. Provide power outlets, and signal outlets with 1" bushing in cover plate, in number indicated. Locate as shown or directed. Outlets shall be wired from nearest junction box, not from outlet to outlet.

Furnish additional cover plates for abandoned outlets (20 percent of the total amount of underfloor outlets used).

02.16 EDP EQUIPMENT ROOM

Where shown on plans, provide an EDP Equipment Room with the following features:

Walls -- Provide vapor barrier on room side of partitions. Existing partitions shall be primed with approved vapor barrier paint, Glidden "Insul-Aid" or equal. Apply finish top coat over prime coat.

Ceilings -- Provide vapor barrier above ceiling. Barrier may be either foil or plastic sheet or foil backed acoustical tile with a permeance of less than 1 perm.

Doors and Frames -- Provide vinyl/aluminum door gaskets at jambs and heads, Pemko 379 AR, Zero, or equal.

Cooling -- Provide a separate cooling system for EDP Equipment Room. House HVAC system is not to supply this room nor is outside fresh air to be introduced into this room. Cooling system is to maintain a temperature at 75°F and 50 percent (50%) RH.

Unit shall be a roof-mounted, single-zone, cooling only, electric package unit (if site conditions permit) Carrier, Payne, or approved equal.

If site conditions do not permit this installation, unit may be either split system or ceiling suspended package unit.

Split system shall consist of free standing, cooling only electric unit located in EDP Equipment Room and remote located condenser. Data Aire, Pomona Air, or equal.

Ceiling suspended package units shall be designed to fit into 2' X 4' ceiling grid. Unit shall have installation winch. Unit shall be cooling only, electric. Condenser supply air may be drawn from outside air or plenum air. Condenser discharge air shall be ducted to building exterior. Data Aire, Liebert, or equal.

All units shall be installed complete with control system, humidifier (infra red heating, automatic flushing), and condensate drain (with pump, if required).

Control system shall consist of thermostat with dial calibrated in degrees Fahrenheit (°F) and locking tamperproof cover; humidstat adjustable with setpoint of 15 percent to 75 percent (50%-75%) RH in 5 percent (5%) increments. Honeywell, Johnson, or equal. If vendor offers a microcompressor control, the State will consider its use in lieu of specified control system.

Lessor shall submit mechanical plans and specifications of proposed EDP Equipment Room Cooling System for the State's review prior to commencing construction.

Install unit(s) complete in accordance with Title 24, Part 3, State Electrical Code and Title 24, Part 4, Basic Mechanical Regulations. Unit(s) shall be sized as required to suit heat loads generated within EDP Equipment Room.

The following Special Requirements supplement requirements specified in Divisions 1 and 2 and supersede requirements which are in conflict.

PART 1 - GENERAL

03.01 SCOPE

A Furnish and install a fire/intrusion alarm system as herein described. The complete system shall include but shall not be limited to the following items:

1. Magnetic contacts.
2. Passive infrared detectors.
3. Digital key pad.
4. Access control panel (ACP).
5. Fire/Intrusion alarm control panel (FIAP).
6. Smoke Detectors.
7. Alarm Bell and Strobes.

03.02 SUBMITTALS

A List of Materials and Equipment: Submit 7 copies of complete list of materials and equipment proposed for use. Partial or incomplete lists of materials and equipment will not be considered.

Give name of manufacturer. Brand name and catalog number of each item.

Where optional sections are specified or shown list specific make or model or type selected. Listing them "as specified", without make or model or type designation, is not acceptable.

B Descriptive Data: Submit 7 copies of descriptive data or catalog brochures covering each item in list of materials and equipment.

03.03 CODE RULES AND SAFETY ORDERS

A Work installed and materials used must comply with the latest rules and regulations of:

B California Code of Regulations (CCR)

C California State Fire Marshal (SFM)

03.04 UNIFORMITY OF MATERIALS

A Insofar as possible, use material and equipment of same brand or manufacturer throughout for each class of material or equipment.

03.05 INSPECTIONS AND TESTS

A The entire system shall be tested and adjusted under the supervision of a factory trained representative of the manufacturer to prove installation complies with contract requirements. Perform tests in presence of Construction Supervisor; furnish test equipment, facilities and technical personnel required for tests.

03.06 GUARANTEE

A Guarantee all work per requirements of General Conditions.

03.07 OPERATING MANUALS

A Provide in acceptable form, 3 bound copies of an operating manual for a complete security and surveillance system. Include catalog cuts, wiring diagrams, operating and maintenance instructions, parts lists and other data useful and necessary for maintenance and operation of the equipment and system. Also include "as-built" system diagrams.

03.08 DRAWINGS

A Fire and Intrusion Alarm: Wiring is not shown. Provide all cables, connections, etc., as required for equipment furnished.

03.09 TRAINING

A Provide technical/operations manual(s) covering the system bid.

B Provide a minimum of 4-hour on-site training's covering all aspects of operation of the system bid.

03.10 CONTRACTED MAINTENANCE SERVICES

A Supplier/Installer must agree to enter into a contract with the Agency for preventive and remedial maintenance services.

1. Preventive Maintenance: Service performed by Supplier/Installer to keep the equipment in proper operating condition.

2. Remedial Maintenance: Service performed by Supplier/Installer on an unscheduled basis arising from equipment failure. Time required to respond to a call for remedial maintenance is defined as response time, and must be within two hours of when the State notified Supplier/Installer or their answering service of the equipment failure.

   Remedial maintenance coverage is required 24 hours a day, seven days a week.

03.11 REQUIREMENT

A The alarm system shall be approved by the State Fire Marshal and State Police and must utilize the following:

1. State Fire Marshal listed equipment.
2. UL approved hardware.
3. Central station monitoring by the State Police.

B All companies shall be licensed by the State Department of Consumer Affairs, Bureau of Collection and Investigative Services.

03.12 FIRE ALARM SYSTEM

A The fire alarm system shall conform to Article 760 of California Electrical Code. Installation of the fire alarm system shall not be started until plans and specifications have been approved by the SFM, including SFM listing numbers for each component of the system that have been approved by the SFM. Upon completion of the fire alarm system a satisfactory test shall be made in the presence of the enforcing Agency.

PART 2 - MATERIALS AND EQUIPMENT

03.13 ACCEPTABLE MANUFACTURERS

A The fire/intrusion alarm system has been designed with materials and equipment based on Radionics.

B Alternative materials and equipment by other manufacturers that form complete systems and are of equal quality and required characteristics to that specified, will be acceptable in accordance with provisions of the General Conditions.

03.14 FIRE/INTRUSION EQUIPMENT

A Door Contacts:

1. Magnetic door contacts shall be Sentrol 1078, or equal. Provide magnetic contact for type of door (wood or metal(.

2. U.L. listed.

B Passive Infrared Detector:

1. Passive infrared detector shall be Visonic SRN 2000 with narrow or wide angle lens as required.

2. U.L. listed.

C Digital Keypad Switch

1. Programmable code. 10 key minimum.

2. Capable of ming zones all at once in sets or indiv ally.

3. Radionics 360 or equal.

4. U.L. listed.

03.15 FIRE/INTRUSION ALARM PANEL (FIAP)

A The fire/intrusion alarm panel shall be Radionics D8112F or equal. State Fire Marshal & UL listed.

B Microprocessor based alarm control panel. Eight zones minimum. Supervised telephone line and AC power source.

C Digital dialer compatible with Radionics 6000 receiver.

D Battery back-up 6-hour minimum with charger and low battery indication.

E Provide Radionics 360 keypad or equal. The keypad shall provide continuous readout of status and enable user to control and program panel.

03.16 FIRE ALARM EQUIPMENT

A Smoke Detector:
The detector shall be system powered and designed for 2-wire operation. The detector shall be photo-electric type with a red LED to indicate alarm. Detection Systems DS 200, or equal.

B Horn & Strobe:
The unit shall be a combination horn and strobe, 24 volt. It shall meet ADA requirements. Gentex SHG24H, or equal.

03.17 PERSONAL ALARM SYSTEM

A General: The Personal Alarm System shall be Honeywell 6000, or equal. UL listed with the following functions.

B Main Panel/Annunciator shall have the capability of identifying each of the portable panic buttons and displaying point identification on the annunciator in a sixteen character alpha/numeric display. The annunciator must be capable of being mounted on a desk top or on a wall as required. The annunciator shall be equipped with standby power capable of operating the annunciator and R.F. receivers for a minimum of 24 hours. The main panel/annunciator shall contain a digital transmitter capable of transmitting four separate alarm signals. Honeywell 6100, or equal.

C Receivers shall have a sensitivity of not less than 2 micro volts per meter. Receivers are to housed in a locked cabinet and located as required to receive signals from any portable panic button. Multiple receivers may be required to assure alarm reception. Contractor shall be responsible for selecting the proper number of receivers and their locations.

D Panic Buttons s') be portable and use supervised F.M gnaling technology and be rated for a minimum 300 foot clear field line of site and meet the FCC requirement of 6,000 micro volts per meter according to FCC Part 15, Sections 15.231. Transmitters that do not meet the minimum distances specified above will not be acceptable. Panic buttons shall be equipped with 9V lithium batteries. Standard carbon or alkaline batteries are not acceptable.

E Locator Light Control Panel shall have a locking cover and contain the necessary equipment as required for proper functioning of the locator lights. This panel will contain an R.F. receiver (this receiver is in addition to those specified as part of the annunciator system), power supply with standby battery, and individual timing devices for each of the locator lights. The timers shall be adjustable from 1 second to 4 hours.

F Locator Lights shall be 12V DC approximately in size with reflectors. The lights shall be mounted on the wall above the door of specified offices as shown on the plans.

The control panel/annunciator system must comply with the limits for a Class B computing device pursuant to subpart J of Part 15 of FCC rules. All equipment shall be U.L. listed.

03.18 CONDUIT AND FITTINGS

A See Section 16050.

03.19 OUTLET BOXES

A See Section 16050.

03.20 NAMEPLATES

A See Section 16050.

03.21 DOOR ALARM LOCAL

A General: Furnish at all exterior non-public entrance doors, except for the one door designated Employee Entrance, with a local alarm that will activate when the door is open during regular working hours. The time period shall be adjustable from 0-60 seconds. The alarm shall be Sonalert, or equal 45 db minimum level.

PART 3 - EXECUTION

03.22 INSTALLATION

A Install system as shown and specified; in accordance with manufacturer's installation instructions; as approved.

B After all equipment has been installed and is in operating condition, conduct performance tests to determine that the installation and components comply with the specification.

C Provide 120 volt power to the fire/intrusion alarm panels as required.

OVERVIEW

This document is provided to define the design of building premises distribution cabling system for voice and data for new and existing buildings. The Architectural/Engineer (A/E) firm using this Directive may be under contract with the Department of General Services, Real Estate Services Division (RESD), Project Management Branch (PMB), or Employment Development Department (EDD) new building or renovation projects or they may be working directly for EDD on cable installation projects.

The design shall take into consideration work station outlets, cable distribution closet and communications rooms, cabling, cabling routings with supports or raceways, power, grounding, and environmental requirements. Consideration must be given to labeling for rooms, equipment, and cabling as is defined. The design includes termination devices and outlets. It does not include design or specification of "active" devices such as telephone switches, controllers, concentrators, servers, computers, or optical converters. This document utilizes EIA/TIA 568 TIA/EIA 568A terminology, EIA/TIA 568 TIA/EIA 568A documents should be referenced for information beyond this document. It is the intent of this document to adhere to EIA/TIA standards. The A/E shall obtain copies of EIA/TIA 568 TIA/EIA 568A, Commercial Building Telecommunications Cabling Standard; #569, Commercial Building Standard for Telecommunications Pathways and Spaces; #607, Commercial Building Grounding and Bonding Requirements for Telecommunications and any current telecommunication bulletins.

The contract documents shall include complete working drawings and specifications. Section 16742, "Telecommunications Prewire", is provided to the designer and intended to be used without editing. In addition to this section, the A/E must ensure that other sections provided by them include all requirements for grounding, power, HVAC, and architectural. The A/E shall provide 50% and 100% drawing review packages for State review. EDD, RESD and/or PMB comments shall be incorporated before release of drawings for construction. Submit mylar or velum original full size construction bid drawings and on AutoCad or DXF disk copy to EDD, RESD, or PMB (who ever of the three is coordinating the contract documents and construction management for the specific project).

The design shall provide direction for an installation that complies with State of California codes and regulations. These include California Electrical, Building, Fire, Mechanical, Plumbing codes; and California Code of Regulations.

The building cable system shall consist of Category 5, twisted pair wiring from area distribution closets to the individual work station outlets. The distribution closets will be interconnected by a fiber optic backbone hierarchical star topology system. This document also provides for the connection or expansion of existing system configurations, such as ring or bus. Under certain situations, EDD may elect to have multiple systems within a building. This would occur when occupant departments have their own network system or telephone key or switch.

The "work area" shall be an office, open area desk, modular work space, counter position, or designated pre-wire location. These stations may include individual offices, shared offices, or shared equipment, as is to be defined on the prepared plans.

New distribution closets are to be strategically located and sized as defined in this document. The closets will then connect through to the main communications room. EDD will provide necessary information on location and size of closets or data rooms necessary for this facility.

The A/E shall take into consideration protection of the cables, proximity to equipment emitting electrical fields, and environmental requirements. Within either existing or new rooms having equipment, consideration shall be given to power, grounding, room thermal loading, seismic requirements, and working clearances.

For existing buildings, the A/E must understand the existing building and building systems. Design of changes or expansion will follow the direction of the project representative and include applicable sections of this document.

For newly leased or constructed buildings, a complete design shall be prepared prior to construction, based on this document. All sections shall be adhered to and the design shall be based on a "Backbone Hierarchical Star Topology" as is defined within EIA/TIA 568 TIA/EIA 568A Standards. The plans shall be approved by EDD's Representative prior to construction, including lease programs.

PART 1 - GENERAL

1.01 GENERAL REQUIREMENTS

The A/E shall prepare a complete set of drawings, include the Specification Section 16742 "Telecommunication Prewire" with other separate specifications sections as required, and a cable directory as described within this document and introductory "Overview" statement.

1.02 WORK REQUIRED

A Premises Wiring Category

New premises wiring shall consist of Category 5, TIA/EIA 568A complying wiring system from the work area to the telecommunications closet. Voice wiring from the closet to the minimum point of entry (MPOE) shall be bundled Category 5; and data shall be Category 5 if within distance limitations or 62.5/125 multi-mode fiber. Data wiring will originate at the Telecommunications closet and not the MPOE room.

B Telecommunications Closet Build Out

Two (2) voice data termination schemes shall be used for the wiring closets. These essentially are a Category 5 UTP patch panel scheme having RJ45 jacks with patch cords where one end connects to the work station and the other end to the service. The second scheme utilizes only "110" punch down type termination blocks with Category 5 UTP cross-connecting wiring. This document refers to these schemes as type "A" and type "B".

1. Closet Types

Type "A" closet schemes do not require special technical skills for reconfiguration, but can lead to a cable management problem if over 150 work stations. (Type "B" schemes require technical termination knowledge for reconfiguration, but do not lead to a cable management problem. Type "A" schemes should only be used where special flexibility and frequent reconfiguration is required).

2. Building Types

There are seven (7) recognized building types, each with central and field offices. The following table identifies which closet wiring scheme should be utilized, unless otherwise directed by the State.

CLOSET WIRING SCHEME TYPE

Building Type	Number of Work Stations	
	0-150	151 and over
1. Existing EDD Owned, Central Office	B	B
2. Existing EDD Owned, Field Office	A	B
3. Existing Leased Facility, Central Office	B	B
4. Existing Leased Facility, Field Office	A	B
5. New EDD Owned, Central Office	B	B
6. New EDD Owned, Field Office	A	B
7. New EDD Leased Facility, Central Office	B	B

1.03 DESIGN REQUIREMENTS

A Overview

Design considerations are issues which can effect the layout of the cable routings and installation of cables. The A/E firm shall at minimum, consider the following items. For new buildings, the building plans shall allow for an adequate cabling system, including closet sizing and raceway systems. Existing buildings may need to be modified to accommodate the cabling.

Cable design requirements shall include "Horizontal Cabling," the "Cross-Connect" panel, "Backbone," and connections to a controller, server, or other designated system components. Data line cables shall also be included from the work area outlet to the actual device. It may also include provisions for the utility phone company's data lines to equipment or telecommunications rooms. Cabling will include voice cables, cross-connect cables, station cords, and patch cords.

B Building Parameters

Building parameters include the number of floors; building separations; floor duct systems; total square footage; location of site; size of communications closets; location of electrical service panels; and in existing buildings, asbestos or abatement programs.

C Cabling Parameters

1. The standard field office work station shall be wired with four (4) Category 5, 4 pair cables. These cables shall serve (1) voice 1, (2) voice 2, (3) data 1 and (4) data 2. The standard central office shall be wired with six (6) Category 5, 4 pair cables: voice 1, voice 2, data 1, 2, 3, & 4. Field offices and central offices both require 6-position outlets.

Data (D1) = 3270 (Statewide)
Data (D2) = LAN
Data (D3) = LAN
Data (D4) = LAN

2. Additional cables may be required depending upon the types of applications, voice system requirements, local area networks, and any special systems. The configuration shall be verified during design.

D Contact Personnel

For cabling requirements or design, all questions shall be referred to designated EDD staff.

1.04 CABLING DEFINITIONS

A Component Definitions

The following components comprise the building cabling system.

1. MPOE Point: A point where the operation control of ownership changes. This is the location at which the Utility Telephone Company lines enter the building or site. In addition, voice/data lines may be extended to equipment or telecommunications rooms.

   In single tenant buildings, the demarcation point shall be located within 12" of the protector or where no protector is required, it shall be within 12' of where the carrier's facilities enter the premise.

   In multi-tenant buildings, the carriers may designate a minimum point of entry policy for locating the demarcation point. If the carrier does not have a policy, the designer shall designate a point. The point shall be no further than 12" from where the wire enters the customer's premise.

   For new site services, meet the exchange carriers requirements or for areas not directed by the carrier, refer to TIA/EIA 568A standards.

2. Backbone: The fiber data cable connecting between each of the communications rooms within the building or sire.

3. Cross-Connect: A facility for the termination of cables and their interconnection and or cross-connection, by means of a patch cord or jumper.

4. Horizontal Cabling: The wiring/cabling between the work station outlet and the horizontal cross-connect in the communications closet. The horizontal cross-connects to the backbone or other equipment.

5. Workstation: Shall be an office, open area desk, modular work space, counter position, or designated pre-wire location having a voice/data outlet. These stations may include individual offices, shared offices, or shared equipment, as is to be defined on the prepared plans.

B Topology

1. The cable system topology shall be defined as the physical arrangement of the system. This shall be a "Hierarchical Star Topology," design as defined in the TIA/EIA 568A standard. Should the project require expansion or modification of a different data system, such as a ring or bus system, it will be connected as described within this document.

2. The following descriptions shall be used with the following drawing, based on TIA/EIA 568A Backbone Hierarchical Star Topology.

   a. Main Cross-Connect, Equipment Room (MC, ER): The main cross-connect "demarcation point" for the campus or building. Used to distribute services to all subsequent equipment rooms or telephone closets. It may also contain equipment to connect the building or campus to other locations.

   b. Intermediate Cross-Connect, Equipment Room (IC, ER): Used to distribute services to all subsequent "TC" rooms. It may also contain voice switching equipment (in field offices only), controllers, and servers. It will include punch down blocks, fiber equipment and cross-connects between the MC and TC equipment rooms.

   c. Telecommunications Closet (TC): Used for the "Horizontal Cross-Connect" to the work stations. It may contain terminal servers, MUX's ethernet bridges, controllers, repeaters, and shall contain punch down blocks, cross-connects, and other related network devices.

   d. Work Area (WA): Where the "Horizontal" cables or wiring are terminated.

1.05 TELECOMMUNICATIONS ROOM LAYOUT

A General

1. The following rooms/areas layouts are defined in this section. "MPOE," "Main Telecommunications Equipment Room," and "Telecommunications Closet." Should the facility be a multi-building campus or a larger building complex, it may be desirable to have two layers of intermediate cross-connect rooms, these being called a "Campus Intermediate cross-connect and Building Intermediate cross-connect rooms.

2. Workstations shall <u>always</u> be within 90 meters cable distance from the service equipment or telecommunications room. In addition, workstations are to within 75 meters radius of the service equipment or telephone closet. However, up to 20 workstations may be over 75 meters radius as long as the 90 meter cable distance is not exceeded. When more than 20 workstations exceed 75 meters radius or <u>any</u> exceed 90 meters cable distance, another telecommunications closet must be established.

3. All rooms shall be sized so that three (3) feet of clear space is in front and back of all communications racks, panels, active components, controllers etc. 30" total side clearance should be allowed for good service access.

4. All equipment and telecommunications rooms should be centrally located and all other closets vertically stacked.

5. This design shall include all cross-connect panels, patch panels, rack configurations, jumpers, balun adapters, location of EDD supplied Active components, and cable management systems. Standard layouts for these components is provided within this document. Show on the plans the location of all EDD supplied components.

6. Patch panels, equipment racks, and cross-connect blocks shall be arranged to allow for natural wiring progression, minimize crossing of the wires, and allow for easy access (minimum of 3' clearance) to each component. The basis for the design of the patch panels, equipment racks, and cross-connects is to be supplied by the EDD Representative.

7. Closet will have a minimum of three dedicated circuits for electrical needs. Each equipment rack will have a circuit and one circuit will be split out to three receptacles placed on three separate walls.

8. Closets will require incandescent lighting with a intensity of 60 footcandles throughout room. Lights will be activated by a motion sensor. (Note: Do not use fluorescent lighting in this room, it is a source of interference with the data equipment/wiring.

9. Three walls of the closet will be covered with 3/4" fire retardant, full height plywood with no voids. Plywood will be painted with fire retardant paint. (Note: Verify with EDD the number of walls to be plywood covered at a specific site.)

B MPOE Room

This room will contain the local exchange carriers point of entry. Contact designated EDD staff for requirements.

C Main Telecommunications Equipment Room

1. This room will have the cross-connect between the local exchange carrier's entry cabling and the site or building cabling system. Contact the service provider for their requirements. Depending upon the building hierarchical topology, the room may have concentrators, servers, or other network active components to connect. The design shall include the cross-connect panel, meeting the local exchange carrier's requirements.

2. The means of connection for the carrier provided services may be a standard registration jack or other means as specified in either tariffs or appropriate industry standard. To determine the exact demarcation point requirements, contact the Carrier's representative.

3. The quantity of circuits provided by the local exchange carrier will be determined solely by the EDD. The EDD shall also provide a list of active components for this room that require connection.

4. Voice backbone trunk cables from MPOE to main telecommunications closet shall be routed in conduit. (The number of circuits will be determined by the designer based on the work station requirements).

Voice Circuits	Cable Requirements
0 - 75	25 - 4 Pr. - Category 5
76 - 150	50 - 4 Pr. - Category 5
151 - 225	75 - 4 Pr. - Category 5
226 - 325	100 - 4 Pr. - Category 5
326 - 525	159 - 4 Pr. - Category 5

5. Data backbone shall consist of a 24 strand 62.5/125 micron fiber optic cable for high speed data circuits. This will be routed to all equipment rooms and telecommunications closets. Should the facility consist of a single room, which also serves at the telecommunications closet and all workstations are within 75 meters radius or 90 meters cable distance, then the fiber backbone will not be required.

6. Verify with the EDD representative if there is a requirement for local exchange carrier data lines extended into the equipment rooms or telecommunications closets. Make provisions, including any conduit or raceways for these cables.

7. The EDD supplied equipment list, is to include power, grounding, room space and environmental requirements. Get this information from EDD.

8. The minimum room size shall be 20' X 16' (320 sq. ft.). Room sizing shall be increased based on the number of work stations served, or equipment in the room.

9. See sample room layout drawings.

D Telecommunications Closets

1. This room shall connect between the main telecommunications equipment room and the Horizontal Cabling.

2. The telecommunications room shall contain the terminations for the Horizontal Cabling.

3. In smallest facilities, the Main Telecommunications Equipment Room may also serve as the Telecommunications Closet and connect to the Work Area. This room would also contain active equipment. In larger facilities, where distances or equipment require more than one telecommunications closet, the Hierarchical topology shall be provided by EDD.

4. Verify with the EDD representative if any "active" components are associated with this room. Also verify if any local exchange carrier data lines will be extended from this room. The exact connection requirements, grounding, power, and room space and environmental requirements shall be obtained from the designated EDD representative.

5. Minimum room size shall be 10' X 10' (100 sq). Room sizing shall be increa based on the number of work stations served, or equipment in the room.

1.06 CABLES AND ROUTING

A Cables passing between floors shall be fiber and pass up through 4" sleeves in the equipment rooms.

B All Category 5 cables to the workstations shall be supported a minimum of 5" above or away from power, electronic lighting ballasts, or other EMF noise generating sources. Provide cable supports, such as bridle rings, separate from electrical conduits as required by the California Electrical Code (C.E.C.) and EIA/TIA 607.

C Fiber optic cable installations require a 10 foot loop from closet to closet and a 30 foot loop between buildings.

D Fiber and copper jumper cables are a requirement between cross-connect panels, patch panels, for connections to equipment, and at the work station. Fiber jumper cables may be fabricated in the field to the required length. Copper patch cords are to be purchased complete in the required lengths and comply to TIA/EIA 568A wiring standards, Category 5. Include the requirement for jumper cables in the design.

E Fiber optic will be terminated with ST type connectors. All connectorized fiber cables shall terminate in fiber optic patch panels. Fiber optic patch panels shall be part of this design. A description of these materials is included in the Specifications.

1.07 ADAPTERS AND BALUNS

A The EDD representative shall provide a list of required adapters and baluns to the designer, including required quantities. This information shall be transferred to the drawings in the schedule format provided.

1.08 WORKSTATION LAYOUT

A General

The work area layout drawing shall include the locations of all outlets, where the horizontal cable terminates. Each field office workstation is to be wired with 4 (or 6 if required by the EDD representative) individual 4 pair Category 5 unshielded twisted cables originating from the telecommunications closet of the same floor. Central offices require 6 individual 4 pair Category 5 UTP cables. The horizontal cables shall be terminated on a 6 port RJ45 telecommunications outlet configured according to TIA/EIA designation T568B, unless otherwise directed by EDD.

B Port Assignment

The following central office outlet port assignment shall be followed: (1) Voice 1, (2) Voice 2, (3) Data 1, (4) Data 2, (5) Data 3, and (6) Data 4. Field office port assignment shall be (1) Voice 1, (2) Voice 2, (3) Data 1, (4) Data 2, (5) Blank, (6) Blank.

C Drawings shall include outlet identification shown at each outlet room numbers, and column line grid identification.

1.09 LABELING AND CABLE MAPPING

A Each project shall have a detailed Cable Directory edited to meet the specific needs of the project. This document will be prepared by the designer in 8-1/2" X 11" format. Provide a cover sheet stating: Cable Directory, Project Name, Project Address, and the Project Category and Termination Code (Facility Code). This information is available from the EDD Representative. In addition to the binder, provide a disk copy in "ASC II" text format, prepared on Word Perfect, or other program as approved by the EDD Representative.

B Cable Mapping/Labeling

1. Mapping is defined as the road map which is used to track the cables path from the origin to destination. Mapping shall track information about the cables for voice and data within the building(s). This includes all cables, copper and fiber from the demarcation point to the work area outlet. Obtain the cable labeling plan from the EDD designated representative and include this document with the bid documents.

2. The designer shall show the work area outlet identification numbers on the plans. Obtain these numbers from the designated EDD representative.

C Main Telecommunications Equipment Room Labeling

1. All connection points for concentrator cross-connect points, or other active equipment shall be labeled. All connection points for twisted pair cable, fiber optic, or voice cable shall be labeled.

2. For a concentrator or hub, obtain from the EDD Representative the equipment number and data address associated with the equipment. The cable number will be created from the controller number, address, slot number, and port address. A typical concentrator could have 5, 8, or 12 slots with up to 133 users. Fiber cable will be preceded with an "F" and copper Category 5 with "CD".

3. 110 Block or patch panel layout will be labeled by block number and row number with all pairs listed.

4. Obtain documentation for the above items from the designated EDD representative. Include this document with the bid documents.

D Telecommunications Closet

1. At the telecommunications closet, the pairs will be labeled with the port on the voice system.

2. The cables shall be identified with the cable type designator, starting room number, pair numbers, and ending room. Should the cable end at a voice conditioner (telephone switch) or other equipment, the ending number shall consist of the equipment number, slot number, port number, etc. Obtain this information from the EDD Representative and include in the bid documents.

CHECKLIST OF ITEMS TO BE COVERED ON DRAWINGS AND SPECIFICATIONS:

SPECIFICATIONS:

- Use current Specification Section 16742 - "Telecommunication Pre Wire" with 4/98 date in bottom left corner of paper. Do not alter this document other than to add project number in bottom right hand corner.
- If you feel the specification needs revisions and/or additions obtain prior approval from EDD before changing document.

DRAWINGS:

- Show location of all phone and data outlets on floor plan.
- Detail contractor's responsibility in installing data/phone wiring and outlets in EDD furnished component furniture panels and power poles.
- Show and/or describe route of cabling from outlets to data room and/or controller locations.
- Show location and layout of data rooms/closets including all equipment to be furnished and installed by contractor and any equipment provided by EDD and wired by Contractor.
- Show all necessary installation details for equipment to be installed in data closet/room.
- Show location and route of fiber optic backbone cable if applicable. If there is no fiber backbone cable in this project note as so on drawings so bidders know this section of specifications does not apply to this project.
- Describe in notes or on plan whether this is a field office with (4) cables to each workstation or a Central office with (6) cables to each workstation.
- On existing field facilities to be renovated show 2" empty conduit from existing MPOE to new data closet/room for main phone line to be extended by phone company. Construction contractor to provide 2" conduit and under separate contract. Phone company will install extension of main phone line. EDD will arrange for separate contract for line extension. Contact EDD to verify need for this conduit by project.

PART 1 - GENERAL

1.01 GENERAL REQUIREMENTS

A The requirements of Division 1, General Standards and Special Conditions apply to this section. Refer to TIA/EIA 568A Standards for definitions of terms utilized within this section.

B The firm performing this work shall have completed at least three (3) similar size and complexity projects having Category 5 wiring, voice (telephone) wiring, and fiber optic experience. Only experience that has occurred within the last two years and within the State of California and is documented shall be considered. Installer shall have certified manufacturer's training for the products that are to be installed. Contractor shall be able to extend all manufacturer's warranties for this project. Evidence of this experience and certification shall be provided as part of the submittal for this project.

1.02 WORK REQUIRED

A Furnish, install, and test all telecommunications cables as defined within this specification section and the drawings provided. Include Category 5 data/voice cables, fiber cables, patch panel cables, line cables, cross-connect panels, patch panels, baluns, labels, and other components as are defined within this specification section and the drawings. Note: The fiber cable backbone and two extra data lines for EDD Central Offices do no apply to all projects. Only provide these two items if delineated on drawings. All pairs of Category 5 cables shall be punched down. Cables shall be tested as defined by this specification section. Record drawings with "Cable Directory" shall be provided to the State as defined by this specification section.

B The Contractor shall provide a project schedule at the start of this project, showing major events that lead to completion of the cabling installation within the defined time frame. The schedule shall include time allowance for the State to perform validation testing.

1.03 RELATED WORK SPECIFIED ELSEWHERE

A Conduit, raceway, and chases as defined on the drawings and specified under the Electrical Section.

B Grounding.

1.04 PRODUCT DELIVERY, STORAGE, AND HANDLING

A The contractor shall be responsible for delivery, storage, protection and placement of all equipment and materials included in the section.

B Protection: Contractor shall protect from damage existing construction work all materials, including materials and work of other trades affected by work of this section.

1.05 RULES AND REGULATIONS

A All work and materials shall be in full accordance with the latest rules and regulation of the California Code of Regulations, State Building Code, California Electrical Code, Local City and County Codes, and any other applicable laws or regulations. Applicable sections of the TIA/EIA 568A Commercial Building Telecommunications Cabling Standard; #569, Commercial Building Standard for Telecommunications Pathways and Spaces; #606, Administrative Standard for Telecommunications Infrastructure of Commercial Buildings, #607, Commercial Building Grounding and Bonding Requirements for telecommunications and current telecommunication bulletins. The most stringent condition found in these documents, this Specification section, the Drawings, or other codes and standards shall apply.

B Nothing in these Drawings or Specifications shall be construed to permit work not conforming to the above codes.

C Drawings and/or Specifications shall take precedence when work and material called for exceed code requirements.

1.06 DRAWINGS AND PROCEDURES

A Information presented in this Specification section and on the drawings is as exact as could be secured but its extreme accuracy is not guaranteed. Drawings and Specifications are for the assistance and guidance of the Contractor, and exact locations, distances, levels, etc., will be governed by the building/site, and the Contractor shall accept same with this understanding.

B Drawings indicate schematically the layouts of equipment, accessories, and cabling systems and shall be followed as closely as possible. Other drawings and actual field conditions shall be examined, noting all conditions that may affect this work. Report conflicting conditions to the State Representative for adjustment before preceding with work.

C Changes made shall require prior approval, in writing, by the State.

1.07 STRUCTURAL REQUIREMENTS

A Installation under this section shall comply with the State Building Code. Obtain approval from the State before performing any cutting or patching of concrete, masonry, or building structural components. All racks, panels, or other components shall be anchored meeting seismic Zone 4 requirements.

1.08 EXAMINATION OF SITE

A The Contractor shall be held to have visited, checked existing conditions, and

be aware of the conditions under which is to be performed before submitting the bid. No allowances shall be made in the Contractor's behalf for any extra expense which may be encountered due to failure or neglect to discover conditions affecting the work.

B During the contractor's visit to the site, contractor shall review the location for trash dumpsters; site accessibility including hours of operation, after hours accessibility, after hours accessibility, and available parking; storage space for materials, tools, and security.

1.09 MATERIALS SUBSTITUTIONS

A Where specific brand names are provided within this specification, three or more brands have been listed. Should a substitute be submitted, the State will consider the substitution, but retain the right to require suggested substitute materials meet this Specification section. No materials shall be purchased and/or installed without prior submittal approval by the State.

B Substitute materials shall be equal in quality and utility to those specified. Approval of substitute shall be regarded as general only and shall not relieve the Contractor from complying with the requirements of the Drawings or Specifications; the Contractor shall be responsible for any damages caused by proposed substitutions which affect other parts of their work or the work of other contractors.

1.10 SHOP DRAWINGS AND SUBMITTALS

A Within the specified schedule, after award of the Contract, and before fabrication and installation of any material, submit for approval six (6) copies of complete submittal data containing complete information and catalog cuts on all equipment, including equipment which is to be furnished as specified. The list shall be complete for the project and submitted at one time.

B All submittals shall be checked by the Contractor for conformance to the requirements of the Construction Documents before forwarding for approval. Contractor shall be responsible for all quantities and errors and omissions of submittals.

1.11 WORKMANSHIP

A Good workmanship shall be evident in the installation of all telecommunications materials and equipment. Equipment shall be level, plumb and true with the structure and other equipment. All equipment shall be firmly secured in place and adequately supported. The requirements of the codes are minimum standards. The recommendations from TIA/EIA 568A and 569 shall be followed except where otherwise specifically directed.

1.12 WORK FOR EQUIPMENT PROVIDED BY THE STATE

A Provide all necessary telecommunications connections to all equipment provided by the State or equipment under other sections of these specifications. Obtain specific cable and connection requirements from the State.

1.13 MANUFACTURER'S DIRECTIONS

A Follow manufacturer's directions where these directions cover points not included on the Drawings or Specifications.

1.14 MISCELLANEOUS EQUIPMENT

A Contractor shall provide all telecommunications connections, including voice and data, to miscellaneous equipment shown on the architectural, mechanical, electrical and other division plans within the drawing set, unless otherwise specified on the drawings.

1.15 GUARANTEE

A Guarantee all telecommunications work and equipment supplied to be free from defects in workmanship and material for a period of one year from the date of final acceptance of the building. Promptly replace or repair work at no expense to the State. Pass on to the State any manufacturer's warranties, including any that exceed one year. Any warrantees or certificates available for equipment installed shall be filed at the date of acceptance and provided to the State in the Maintenance Manual.

1.16 AS-BUILT DRAWINGS AND CABLE DIRECTORY

A Contractor shall furnish one set of clean "as-built" blue line prints and reproducible vellums to the State. Also provide three (3) completed "Cable Directory" binders in 8-1/2" form and a "ASCII" disk, using MICROSOFT WORD or other word processing software as approved by the State.

1.17 INTERRUPTION OF SERVICE OR SHUTDOWN

A Any required interruption of circuits or service shall meet specific approval and requirements of the State. When deemed necessary, such work shall be scheduled with the State at the State's convenience.

1.18 CUTTING AND PATCHING

A Saw cut, drill, bore or remove existing walls, paving, slabs, etc., as required for installation of new work.

B Patch, replace, or repair existing walls, paving, slab, etc., so disturbed as to match original conditions to the satisfaction of the State.

PART 2 - PRODUCTS

2.01 MATERIALS

A Unless otherwise noted, all material and equipment shall be new, of the type, capacity and quality specified and free from defects. Material shall bear the label of, or be listed by, the Underwriter's Laboratories unless of a type for which label or listing service is not provided.

B Materials shall be of the same brand or manufacturer throughout for each class of material or equipment. For modification or expansion of existing sites, new materials must be compatible with existing materials and equipment.

C Equipment shall be the product of a manufacturer who has, for a period of not less than five (5) years, been successful in the manufacture of the type of equipment utilized and has a nationally distributed catalog covering ratings and specifications of this equipment.

D All equipment utilized shall be approved by the State.

2.02 CATEGORY 5, UNSHIELDED TWISTED PAIR CABLE

A Category 5, UTP cable for Voice and Data shall consist of four (4) unshielded twisted pairs, 24 AWG, solid copper conductors. Conductors shall be individually insulated and under a common sheath. Cable shall be plenum rated.

B Minimum performance specifications: shall meet requirements for TIA/EIA 568A, Category 5.

C The Cable jacket marking must be legible and shall contain the following information: manufacturers name, pair count, UL listing, and category rating.

D Connectors for Category 5, UTP, shall be of the Insulation Displacement Contact (IDC) type, for solid conductor cable.

E The cable shall be Beldon 158A-1, AT&T #2061, or Berk-Tek LANmark-350.

2.03 CATEGORY 5, CROSS-CONNECT/PATCH PANEL JUMPERS

A Category 5, UTP shall be utilized for all 110, insulation displacement cross-connect panels for voice/data. Cross-connection cables from 110 connections to RJ45 jack may be field assembled to length. Flat, non-twisted cords shall not be accepted.

B Jumpers a patch cords shall be limited to 6m(2 Should a condition exist at the main cross-connect, or in telecommunications closets where lengths over 6m are required, coordinate with the State Representative and deduct the amount over from the distance to the work area outlets.

C Category 5, UTP pre-connectorized manufacturer's stranded patch cords shall be utilized for all patch panels. The patch cords shall have RJ45 connectors. These shall be AT&T, Panduit, Ortronics, or Amp. The patch cords shall be pre-tested by the manufacturer. Male "Non-Snag" connectors shall be at each end.

2.04 VOICE CABLE

A All voice cable shall be Category 5, UTP, 4 pair. Where multiple pairs, bundle cables.

B All cables except riser distribution systems entering or leaving the room from conduits in the floor or ceiling shall be secured to the fire retardant plywood backboard. Voice and date cables shall always be terminated on separate voice and data blocks as per the drawings.

C After dressing the cable to its final locations, the sheath shall be removed to a point that allows the conductor to be splayed and terminated in a neat and uniform fashion. Only remove as much as is practical to accomplish termination. 1/2" or less of exposure for the individual wires shall be considered as standard.

D All cables shall be terminated on 110, insulation displacement modules. Existing State occupied buildings, where modifications to the existing system occur only, shall the existing termination blocks if approved by the State Representative or stated on the drawings.

2.05 FIBER CABLE

A Multi-mode fiber cable shall consist of a fiber breakout style cable, 24 color coded single fiber elements that are stranded around a fiberglass epoxy central member. A mylar tape is wrapped around the cable core and is covered with FCP plenum rated jacket. The fiber shall comply with ANSI/TIA/EIA-492AAAA. The cable shall be manufactured by Beldon, AT&T, Berk-Tek or Siecor.

1. Optical Fiber Properties:

Fiber type -		all glass, graded index
Core diameter -		62.5 microns
Clad diameter -		125 microns
Primary coating diameter -		250 microns
Primary coating material -		Acrylate
Secondary coating diameter -		900 microns
Attenuation	@850 NM -	3.5 db/km maximum
	@ 1300 NM -	1.0 db/km maximum
Bandwidth	@ 850 NM -	160 Mhz-km minimum
	@ 1300 NM -	500 Mhz-km minimum
Numerical aperture -		0.275 nominal

2. Cable nstruction:

Strength member -	Aramid yarn/FGE rod
Inner jacket diameter -	0.095" (2.4MM)
Inner jacket material:	PVC (colors: blue, orange, green, brown, gray, white, red, black, yellow, violet, pink, aqua, blue black stripe, orange black stripe, green black stripe, brown black stripe, gray black stripe, white black stripe, red black stripe, black yellow stripe, yellow black stripe, violet black stripe, pink black stripe, aqua black stripe.
Central Filler:	PVC topcoated FGE rod
Outer jacket diameter:	0.676 nominal (17.2 MM)
Outer jacket material:	FCP

3. Termination: Termination shall be with ST multi-mode ceramic connectors. Connections shall be epoxy style. Termination shall include bend limiting strain relief. Connectors shall be as manufactured by AMP, AT&T or Siecor. Connectors shall be installed in accordance with manufacturer's direction and only with approved installation tools designed specifically for the product.

B Single mode fiber cable shall consist of a fiber breakout style cable, color coded single fiber elements that are stranded around a fiberglass epoxy central member. A Kevlar tape is wrapped around the cable core and is covered with a FCP-plenum rated jacket. The cable shall be manufactured by Beldon, Berk-Tek, AT&T, or Siecor.

1. Optical Fiber Properties:

Fiber type -	Single mode fiber with germanium doped core and a silica cladding.
Core diameter -	8.3 microns
Clad diameter -	125 microns
Buffer diameter -	900 microns
Core eccentricity -	Less than or equal to 1.0 micron
Attenuation range (db/km-max.)	0.35 - 0.45 at 1310 nm; 0.21 - 0.30 at 1550 nm
Zero dispersion wave length -	1310 ± 10nm
Maximum dispersion range -	1285 to 1330, 2.8 ps/nm-km
Maximum dispersion @ 1550 nm, nm, 18 ps/nm-km	
Maximum dispersion slope -	0.092 ps/nm2-km
Refractive index delta -	0.37%
Coating diameter -	250± 15 microns
Mode field diameter -	8.8 to .5 microns

Cutoff velength -	1350 . , max. (2m ref. length)
Attenuation Vs Wavelength -	Less than or equal to 0.1 db/km in the wavelength range 1285 - 1330 nm
Attenuation Uniformity -	No loss discontinuities greater than 0.1 db/km at either 1310 nm or 1550 nm

2. Cable Construction:

a) Hybrid: Single mode cables may be combined with multi-mode fiber within a single outer jacket. Provide a minimum of two (2) fibers.

b) Single mode (only) cables comply with the following:

Strength member:	Aramid yarn/FGE rod
Inner jacket diameter:	0.095" (2.4MM)
Inner jacket material:	PVC (colors: blue, orange, green, brown, gray, white, red, black, yellow, violet, pink, aqua, blue black stripe, orange.
Central Filler:	PVC topcoated FGE rod
Outer jacket diameter:	0.676 nominal (17.2MM)
Outer jacket material:	FCP

3. Termination: Termination shall be with ST multi-mode ceramic connectors. Connectors shall be epoxy style. Terminations shall include bend limiting strain relief. Connectors shall be as manufactured by AMP, AT&T or Siecor. Connectors shall be installed in accordance with manufacturer's direction and only with approved installation tools designed specifically for the product.

2.06 OTHER CABLE TYPES

A. In addition to Category 5, UTP, CMP or CMR, and fiber cable; other cables may be required, as shown on the drawings, including two-pair 150 ohm shielded twisted pair, 50 ohm coaxial cables (RG62 a/u) for connection to established network systems. These cables shall comply with the drawings, TIA/EIA 568A standards, and commercial standards.

B "IBM" 150 ohm STP cable connectors shall be as specified by ANSI/IEEE 802.5. This connector is hermaphroditic in design so that two identical units will mate when oriented 180 degrees with respect to each other. At patch panels bond conductor grounding shield to equipment rack.

C 50 ohm coaxial cable connectors shall be female BNC as specified in IEEE 802.3 (1OBASE2).

2.07 ADAPTERS AND BALUNS

A The contractor shall provide adapters and baluns where required by the Drawings and this Specifications section.

2.08 WORKSTATION LAYOUT

A The workstation layout shall include the outlet, termination of the horizontal cable, cable and outlet labels, and data line cords to the device. Telephone outlet adapters from RJ45 to RJ11 shall be provided for Voice 1 on an as needed basis (the State will provide locations during construction); telephone line cords shall be provided as specified within the Specifications or Drawings.

B Each outlet shall be wired with a minimum of 4 Category 5, UTP cables. Check Drawings for cable requirement exceeding 4 cables or instructions that may be separately provided with the bid documents. If shown on Drawings, EDD Central Offices shall be wired with six Category 5, UTP cables.

C The Horizontal cables shall be terminated to a 6 port outlet as described below. Termination shall be configured to TIA/EIA 568B standard. All outlets shall be Category 5. Where Drawings require four (4) cables to the outlet, provide the outlet with two (2) blank fillers for future addition of two (2) RJ45 receptacles.

SURFACE MATERIALS	PART NUMBERS BY BRAND NAME			
	MOD-TAP	PANDUIT	LEVITON	ORTRONICS
Surface Outlet	17-0121-01	MBXD631-A	41089-SIP	OR-40400031
Voice 1 & 2	17.1B.021.B0011	MUJC588EI	41108-R15	OR-60950009
Data 1, 2, 3, 4	17.1B.021.B0011	MUJC588KEI	41108-K15	OR-60950010

RECESSED WALL OUTLET MATERIALS	PART NUMBERS BY BRAND NAME			
	MOD-TAP	PANDUIT	LEVITON	ORTRONICS
Wall Plate	11.B0055	MEFPGEI	41080-61P	OR-40300158
Voice 1 & 2	17.1B.021.B0011	MUJC588EI	41108-R15	OR-60950009
Data 1, 2, 3, & 4	17.1B.021.B0011	MUJC588KEI	41108-K15	OR-60950010

2.09 CROSS-CONNECT

A Provide all cross-connects as indicated on the drawings or documents and as is required to provide a complete prewired system.

B The cross-connect panels shall be either 110 insulation displacement in and RJ45 out or 110 in and 110 out. The State refers to these configurations as Closet Type "A" and Type "B," respectively. The layout and components for these two cross-connect panels shall be in accordance with the detail drawing included with this specification.

C Provide 19" racks network connection equipment where shown on the drawings for connection and distribution of fiber optic cables. The rack(s) shall be in accordance with the detail drawing included with this specification.

D Where shown on the drawings, provide swing out 4' wall mounted relay racks. The rack shall be approximately 50 1/2" X 20 1/4" X 6" with 46" mounting space and have a locking latch.

E Where sh[illegible] on the drawings, provide an electr[illegible]s cabinet with 72" or 78" high by 24" deep for 19" mountings. The enclosure shall have locking front and rear full height doors, keyed alike. The enclosure shall be steel, enamel finish. The doors shall be smoked Plexiglass locking doors. Side panels shall be removable. Provide with top vents. Provide with fan if specified on the drawings. Provide a minimum of 4 equipment shelves.

PART 3 - EXECUTION

3.01 GENERAL

A Coordinate work of this section with all work on the job for an efficient and effective completion of the project. Refer to the contract document of other trades for construction detail. Coordinate with the State Representative, verify connections of State supplied equipment. Supply all connections, patch cords, adapters, baluns necessary for complete end to end system connectivity.

B Adequate working space shall be provided around all equipment in strict compliance with the California Electrical Code. In general, provide 6' - 6" of headroom and 36" minimum clear work space in front and rear of electrical equipment, including a total of 30" side working space for 120 VAC. Apply these clearances also to telecommunications and data equipment. Provide additional clearances as may be specified by the equipment manufacturer.

C Category 5, UTP cables shall be installed between the work area outlet and telecommunications closet and other locations, as is required by the drawings and specification. Provide a minimum of four (4) cables to each outlet location, unless otherwise directed on the drawings. Note that, if shown on drawings, EDD Central Offices shall require six (6) cables to each work station.

D Bundling Category 5, UTP cables shall be installed as shown on the drawings. Provide 110 cross-connect at the local exchange carrier's demarcation point and equipment or telecommunications rooms, extend cables, and terminate on the 110 blocks. "66" style blocks shall not be accepted, unless otherwise directed by drawings.

E All cross-connecting wiring, between cross-connect panels shall be Category 5, 4 pair, except for voice wiring.

F 24 strand fiber optic cable shall be installed and terminated between the main telecommunication room and telecommunications closets; unless otherwise shown on the drawings.

3.02 EXISTING CABLE REMOVAL AND CLEAN-UP

A Remove all unused cabling from the construction area(s), unless otherwise directed.

B Cable removal shall be coordinated with the State Representative and completed with the established project schedule.

C Remove a nused cable from the construction s. Provide trash receptacles (at an area designated by the State Representative) of appropriate size to collect unused cables and debris for removal from the site. The site, building, and construction area is kept clean of all debris at all times. Remove all trash from the construction area after completion of work each day.

D Cable removal shall include the strip out and removal of all overhead cable runs, cable runs within floor duct systems, cable runs within conduits and or runs which extend to other floors or buildings. It shall be the Contractor's responsibility to determine the quantity of cable removal for the project prior to bidding the project.

3.03 CONNECTORS

A Category 5 connecting hardware shall be protected from direct exposure to moisture or other corrosive elements by installation indoors or in NEMA 12 rated enclosures.

B Connecting hardware for Category 5, UTP shall be installed so as to provide flexibility for mounting, racks, or other types of distribution frames.

C "ST" connectors shall terminate the fiber cable. The connector shall be an ST multi-mode ceramic epoxy connector. The connector shall be installed in accordance with manufacturer's direction.

3.04 LABELING AND DOCUMENTATION

A Provide labeling as defined by the drawings, documents and this specification. Drawing information shall take precedence, where provided, unless otherwise directed by the State Representative.

B Labeling shall include workstations, cables, equipment, and other designated system components.

C Each port/position on a cross-connect block or patch panel shall have a unique alphanumeric identification or matrix identification label associated with it. The block or panel shall have a label with the room number and an alpha sequence number. Each port on the device shall then have a numeric sequence number, so that each port has a unique identification number. 110 block/patch panels shall be labeled by block number and row number with all pairs listed.

D Each work area outlet and port shall be labeled with a unique identifying number, as shown on the plans. The number shall be 8 - 10 characters long and comprised of the building name, building floor number, building grid location and work area. The label shall be a permanent typed label with a white background with black letters. Label shall have a protective coating or other means to ensure permanency. The ports shall be identified as V1, V2, D1, D2, D3, and D4, for Voice 1, 2 and Data 1, 2, 3, 4 ports.

E Horizontal cables shall be labeled at the work area outlet and telecommunications closet cross-connect. Label cables directly at each end,

and no mc han 1/2" from the end. Provide star rd manufacturer's permanent, weatherproof labels with permanent characters of 1/8" or larger. At minimum the label shall list the floor number, if multiple floors, grid location, work area, and port, such as "D11AD1" would be grid D11, outlet A, data port #1.

F Backbone cabling shall be labeled with the starting location, pair numbers, and designation, at each end. The labeling shall include the room number, panel designation, pair identification number, and ending room number and panel designation. Cable tags shall be a manufacturer's standard tag, be permanent, waterproof, and readable.

G Provide an "Equipment and Facilities Management Map Form" listing outlet location identification. Information shall include all concentrator cross connect points. The document shall be prepared in accordance with the sample provided with this document. The forms shall be signed by the technician and include the name of the responsible person inputting that data and the date of the input.

H Provide a "Cable Inventory Form" listing all cables and associated information. This document shall be prepared in accordance with the sample provided with this document.

I The final Map Forms, Cable Inventory Forms, and Certification sheets shall be provided in a completed, bound set. The sheets shall be either spiral bound with hard covers or in a vinyl three ring binder. Provide indexed tab dividers for the items. This shall be provided with the "as-builts" to the State. Provide three (3) sets. In addition, provide a disk copy of the information, prepared in ASCII format by MICROSOFT WORD, or other program acceptable to the State Representative.

J Provide a copy of the 8-1/2" documents in the main demarcation room, each equipment room or telecommunications closet for the panels and cables within the room. Provide this information in a clear vinyl jacket attached to the room's backboard. Provide corrected copy of "as-built" floor plan with work station outlets.

3.05 CABLE INSTALLATION

A The cable shall be installed in accordance with TIA/EIA 568A standards. All cables to be pulled at right angles over existing aisle ways (see drawings for locations of aisles) for ease of access during maintenance or trouble shooting.

B The maximum pulling tensions for 4-pair 24 AWG horizontal UTP cables shall not exceed 110N (25lbf) to avoid stretching the conductors during installation. Cables shall be supported so as to eliminate cable stress. Distance between supports shall not exceed 4'. Do not use existing t-bar ceiling hanger wires to support cables. Contractor must provide separate support for cable system.

C Cable bending radii shall not be less than four-times the cable diameter for horizontal cable and shall not be less than 10-times the cable diameter for multi-pair cable. Avoid twisting of cable system.

D The connecting hardware shall be installed to provide minimal signal impairment by preserving waire pair twists as closely as possible to the termination point. The untwisting shall be no greater than 1/2" for Category 5 cables. The outer jacket shall be stripped back to no more than is necessary for the termination and not more than 1/2."

E Fiber cables shall be routed in a cable raceway with cover to protect the fiber from the floor sleeve to the patch panel, in any area between rooms. Within any conduit use a 1" inner duct (orange). 3.06 FIBER CABLE TERMINATION

3.06 FIBER CABLE TERMINATION

A Fiber optic cables shall be terminated with ST type connectors. All connectorized fiber cables shall terminate in fiber optic patch panels.

1. Fiber termination cabinet: 24 strand, provision for 72, including couplings.
2. AT&T: Lightguide #LST-1U-72 housing, #1000ST coupling panels (4), and 24 #C200A-2 ST couplings. Provide fiber jumpers as required.
3. AMP: #503326-1 Unloaded "ATDU" with #502512-7, ST-Style Plates (4), and #502512-6 Blank Fillers.
4. Siecor: #FDC-CMH-072 ST-Style Plates (4), and Blank Fillers.
5. Ortronics: OR-608RIC72P, #60824126 (4), and #60824086 Blank.

B All backbone fiber cabling shall be terminated with permanently installed re-mateable connectors. The connectors shall sustain a minimum of 200 mating cycles per EIA/TIA-45521. The maximum optical attenuation per each mated connector pair shall not exceed 1.0 dB per EIA/TIA-455-34, method A (factory testing) or EIA/TIA 455-59 (field testing).

C The maximum optical attenuation per each mated connector pair shall not exceed 1.0 dB on cable assemblies per EIA/TIA-455-171 Method B2 when assemblies have like connectors or Method C2 when assemblies have unlike connectors. These measurements are to be performed at 25 degrees C +/- 5 degrees C.

D Fiber optic cross-connects and interconnections shall be mountable in 19" equipment racks, unless otherwise directed, or shown on the drawings. Rack mountable fiber optic cross-connects with a capacity to terminate no more than 144 fibers shall occupy a maximum of 622.3mm (24.5" or 14 Rack Mount Spaces (RMS)) or linear rack space. Rack mountable fiber optic cross-connects with a capacity to terminate more than 144 fibers shall provide mechanical terminations for 12 or more fibers per 44.45mm (1.75" or 1 Rack Mount Space) of linear rack space.

3.07 COLOR CODING

A The connecting hardware shall be color coded, according to the following:

Green	State termination of Telecommunications trunks
Orange	Telecommunications point of demarcation
Purple	Termination of common equipment
Blue	Work area outlet cabling
Red	Key systems/equipment, auto call devices
Yellow	Feeders/Auxiliary/TI lines
Gray	Data Applications 1
White	Data Applications 2

B For 110 cross-connect panels (State Type "B"), provide color strips to match the manufacturer's white strips for color code.

3.08 GROUPING

A Metal racks and cross-connect panels shall be grounded and bonded in accordance with TIA/EIA 607. Install a #6 AWG copper (minimum) to the rack or cross-connect panels. The ground wire shall be continuous to the equipment and shall connect to the available ground bus that is connected to the main building ground, unless otherwise directed on the drawings.

B A copper grounding bus bar (3/8" X 12" minimum) shall be provided in each equipment room. The ground bus shall be connected back to the main building ground with a #6 AWG (minimum) copper conductor. All equipment grounds shall connect to this bus. Check Drawings for any additional grounding requirements.

C All work associated with grounding shall be performed by a licensed electrician, familiar with telecommunication grounding and TIA/EIA 607 requirements.

3.09 EQUIPMENT ANCHORAGE

A All racks, panels, and equipment furnished shall be anchored to meet local seismic zone requirements; or as shown on the Drawings.

B The telecommunications closet or room will have a portion of all the walls (as specified on the drawings) covered with 3/4" fire retardant plywood with no voids. Plywood is to be painted with fire retardant paint.

3.10 CABLE ROUTING

A Cables passing between floors shall pass up through 4" sleeves with bushings in the equipment rooms. Cables are to be neatly laid, combed, tie wrapped or velcro bundled, guided within routing trays and/or runners.

B All Category 5 cables to the work stations shall be supported a minimum of 5" above or away from power, electronic lighting ballasts, or other EMF noise generating sources. Provide cable supports, such as bridle rings, separate from electrical conduits as required by the California Electrical Code (C.E.C.), EIA/TIA

569 pathw) and spaces. Provide separate sup t wires for cabling, do not use ceiling support wires.

C Fiber optic cable installations require a 10 foot loop from closet to closet and a 30 foot loop between buildings. Copper installations require 10 ft. coiled in the ceiling and 12 inches coiled at the workstation outlet to facilitate future relocations.

D Cables to work area outlets shall be supported at a maximum of 4' intervals.

E Rubber bushings are required on all conduits, power poles and metal studs that come in contact with cable sheaths to prevent damage of cable sheaths.

3.11 CABLE CERTIFICATION - GENERAL

A Test each cable and document the resulting test values. Cables not meeting the acceptable values shall be replaced or re-terminated so that it passes the tests. Cable replacement or repairs shall be at the Contractor's expense. Refer to TIA/EIA 568A for any additional information.

B In addition to the Contractor's testing, the State shall reserve the right to test or employ an independent agency to test a minimum of 25% of all installed cables and verify the Contractor's results.

C At the beginning of an installation, all UTP cable shall be tested on the reel for correct specifications in accordance with TIA/EIA 568A standards.

D All installed cable and connected hardware shall be tested both ways, end to end through patch cables to determine adherence to TIA/EIA 568A standards for Category 5 wiring.

E All grounds and bonds shall be tested for continuity. Measure resistance between equipment power ground and telecommunications ground bus. Report value to State Representative.

3.12 CATEGORY 5 CABLE TESTING

A Certification testing shall include the following tests for Category 5 and shall be performed with a Fluke DSP100 Cable meter, Wavetec LANTEK PRO XL or "Pentascanner" test instrument from Microtest, 100 megahertz standard. The test shall include NEXT, Attenuation, ACR, Impedance, Capacitance, and Loop Resistance. Record these values with the cable number, Autotest, "PASS/FAIL" and length - both directions.

1. NEXT: Near end crosstalk is a measure of the amount of signal which "leaks" from the station's (hub) transmitter to its own receiver. Most leakage occurs between the send pair and the receive pair. The test set will report crosstalk for all pair combinations measured. Test all pairs. The NEXT value at 0.772 Mhz for Category 5 cable shall be 64dB. The cable shall not exceed the values as published in TIA/EIA 568A.

2. Attenu n: Measures the amount of signal l in decibels (dB) on twisted-pair cable. The cable shall fall within the parameters as published within TIA/EIA 568A.

3. Length: The tester uses Time Domain Reflectometry (TDR) to measure length.

4. ACR: Attenuation to crosstalk ratio reports the difference between NEXT and Attenuation on the network. Both Attenuation and crosstalk are performed and the worst-case results for each test are subtracted to give the ACR value.

5. Impedance: Useful for finding mismatches. An impedance mismatch will cause a signal reflection, which absorbs the signal. The cable shall meet TIA/EIA 568A standards of 100 ohms +/- 15% in the frequency range of 1mhz to 100mhz, when measured in accordance with ASTM D 4566 Method 3.

6. Loop Resistance: Is the combined opposition of two conductors in twisted-pair cable. The cable is considered to fail if measured values on pairs is greater than the resistance for a maximum length loop (100 meters).

7. Capacitance: Measured between conductors on a pair. Capacitance shall not exceed 330 pF per 100m at or corrected to 20 degrees C, as published in TIA/EIA 568A.

B The contractor shall complete the "Testing Certification Form." A sample form is provided by the State during construction. Provide this form to State's Representative within scheduled time so that the State can complete their verification of the contractor's results.

3.13 FIBER OPTIC CABLE TESTING - MULTI-MODE

A All connectorized fiber optic cable tests shall be performed at both 850 nm and 1300 nm with a commercially available Power Loss Meter. The total optical attentuation for any connection shall not exceed 0.5 dB, or when tested from end to end, 1.0 dB.

B The total optical attenuation through the cross-connect from any terminated fiber to any other terminated fiber shall not exceed 2.0 dB.

C Fiber optic fusion splices shall not exceed a maximum optical attenuation of 0.3 dB when measured in accordance with TIA/EIA 455-34, Method A (factory testing) or EIA/TIA 455-59 (field testing).

D Measure and record the length of each fiber link.

E After completion of testing, restore all cables to their proper designation.

F Submit test set printout of test results to State's Representative within the scheduled time so that the State can complete their verification of contractor's results.

3.14 FIBER OPTIC CA E TESTING - SINGLE-MODE

A All connectorized fiber optic cable tests shall be performed at both 1300 nm and 1550 nm with a commercially available Power Loss Meter. The total optical attenuation for any connection shall not exceed 0.5 dB, or when tested from end to end, 1.0 dB.

B The total optical attenuation through the cross-connect from any terminated fiber to any other terminated fiber shall not exceed 2.0 dB.

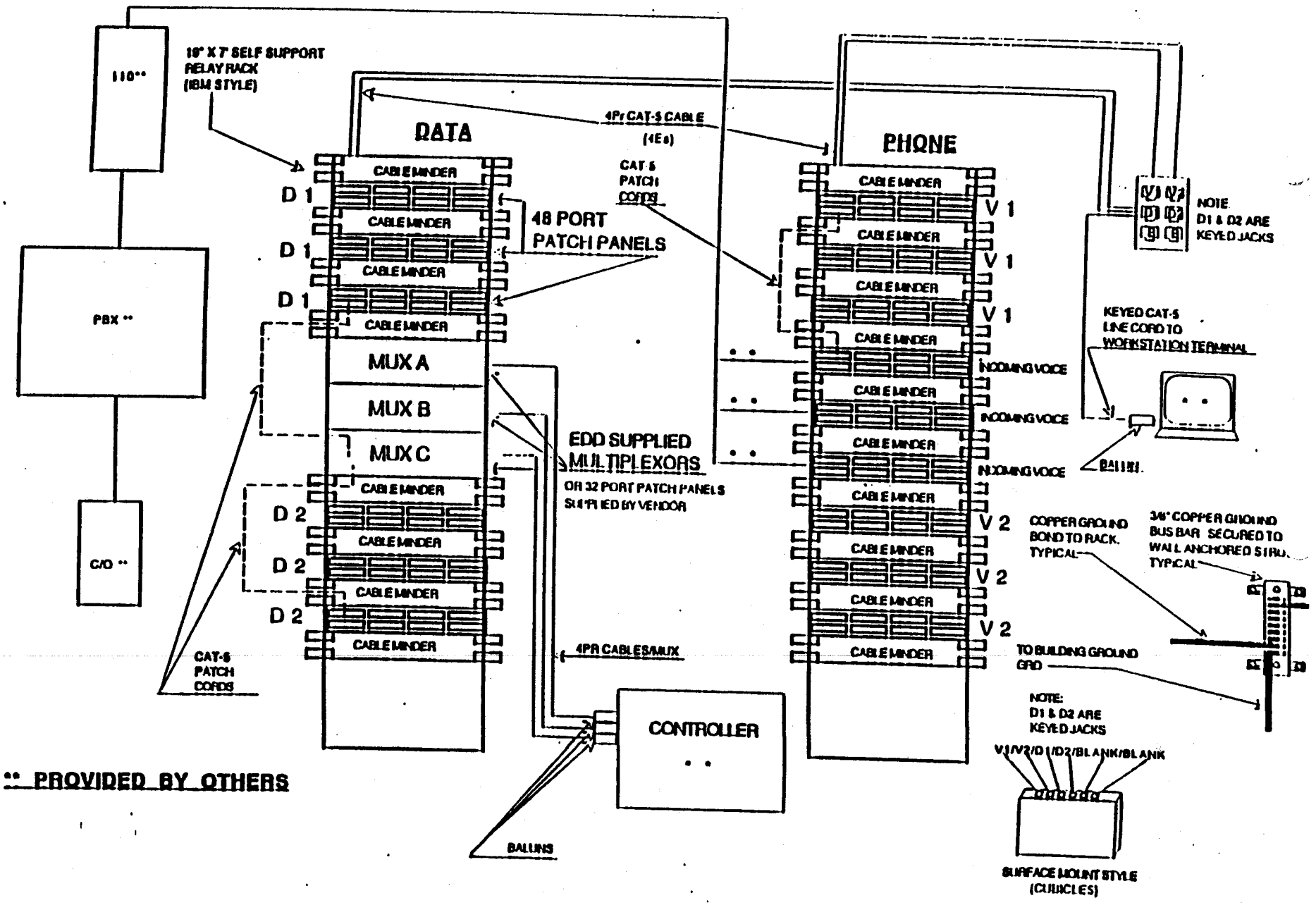
C Fiber optic fusion splices shall not exceed a maximum optical attenuation of 0.1 dB when measured in accordance with TIA/EIA 455-34, Method A (factory testing) or EIA/TIA 455-59 (field testing).

D Measure and record the length of each fiber link.

E After completion of testing, restore all cables to their proper designation.

F Submit test set printout of test results to State's Representative within the scheduled time so that the State can complete their verification of contractor's results.

Typical type A voice/data rack installation

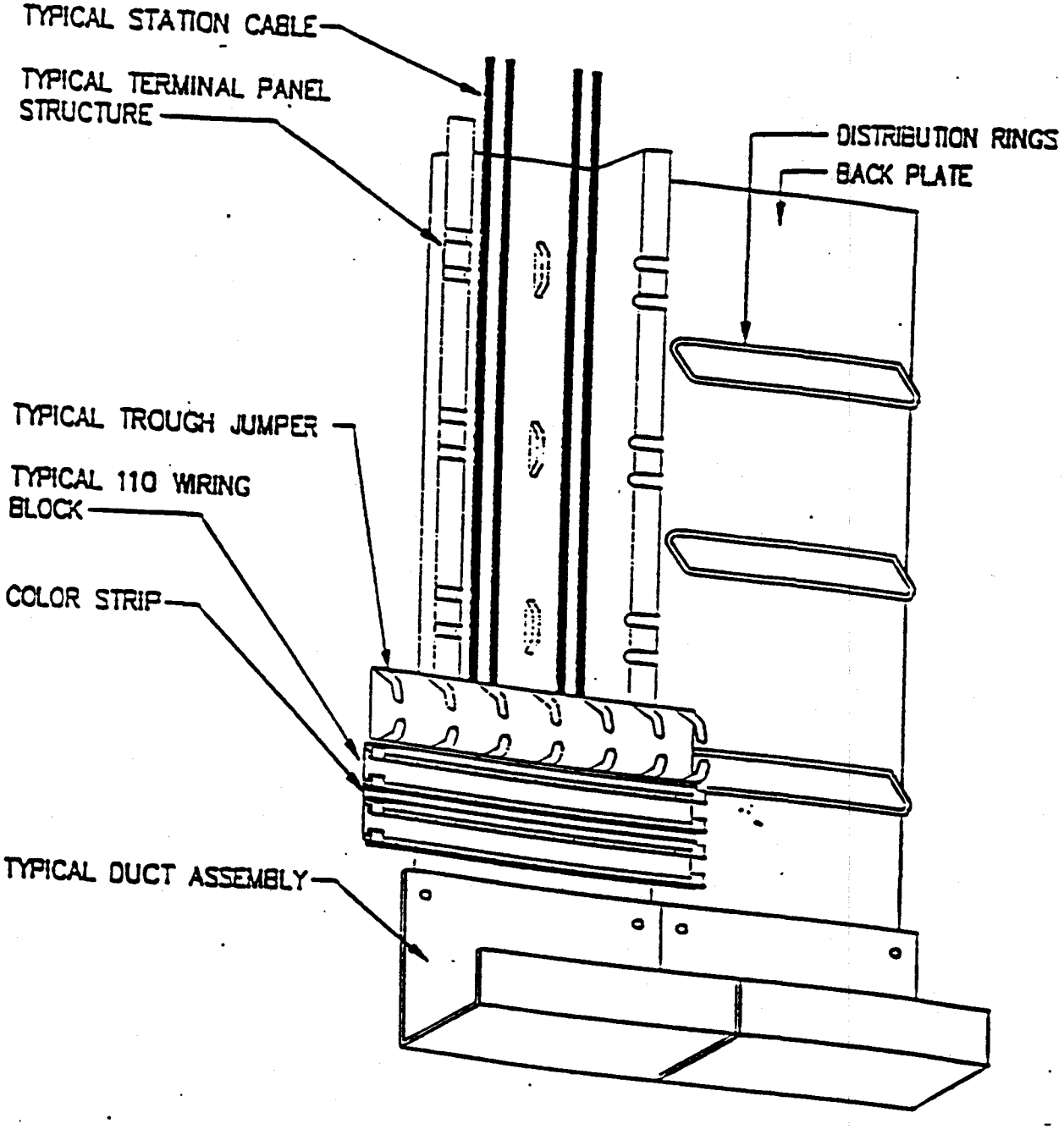


** PROVIDED BY OTHERS

PANEL DUCT ASSEMBLY, LABEL STRIPS, JUMPER TROUGH AND TERMINAL BLOCKS. EQUAL PANELS SHALL UTILIZE STANDARD AT&T PUNCH DOWN TOOLS FOR CABLE INSTALLATION.

2. BACK BOARD WITH DISTRIBUTION RINGS: AT&T #188CJ OR EQUAL. THIS SHALL BE FROM THE SAME MANUFACTURER AS THE 110 PATCH PANEL.

3. PROVIDE LABEL STRIPS SIMILAR TO THE MANUFACTURERS PROVIDED WHITE LABELS, BUT OF COLOR AS IDENTIFIED IN THE SPECIFICATION.



TYPICAL 110 CROSS CONNECT TYPE B PANEL INSTALLATION

VOICE/DATA RACK COMPONENT NUMBERS

1. PATCH PANEL:

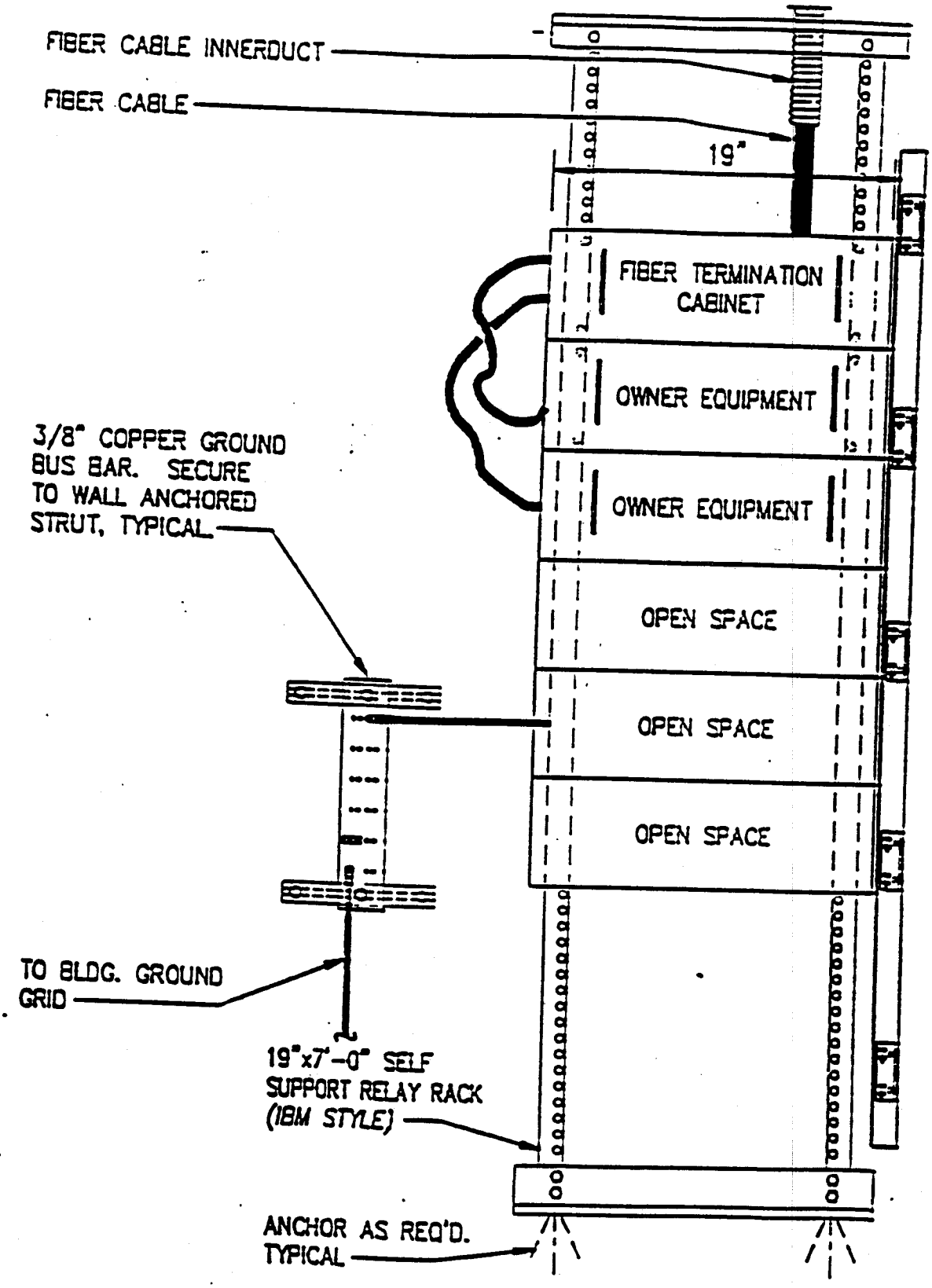
   24 PORT PANEL: AT&T #110 CAT5-48, LEVITON #49245-B48, or PANDUIT DP24588110B

   48 PORT PANEL: AT&T #110 CAT5-48, LEVITON #49245-B48, or PANDUIT DP48588110B

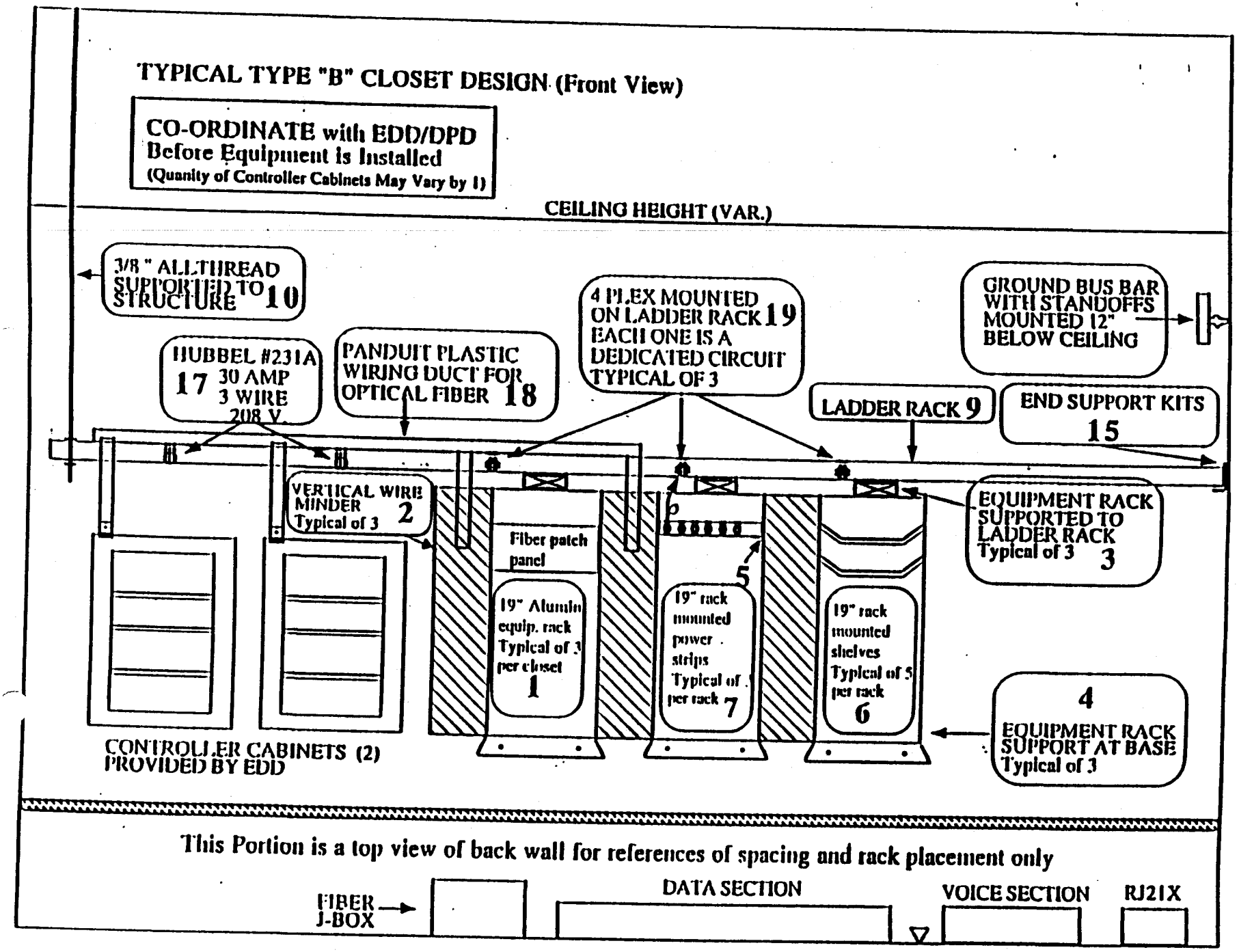
2. "WIREMINDER": , AT&T #1100D1-35-19, LEVITON #49252-P01, PANDUIT #WMP1, or ORTRONICS #012808004410. (The above listed numbers are for 1-3/4", where 3" are needed, use similar product).

3. POWER STRIP: CHATSWORTH #10814001, S.L. WABER #911CB15, OR WIREMOLD #R5BZ.(THE POWER STRIP SHALL HAVE INTEGRAL SURGE SUPPRESSION).

4. RACK: 7'-0" high X 19" wide (panel width). Self-supporting relay rack, made of 6061-T6 aluminum. Uprights - 3" X1.265 channel, 1/4". Base angles: 3-1/2" X 6" X 3/8" thick. Top cross-angles: 1-1/2" X 1-1/2" X 1/4" thick. Hole pattern: 12-24 rolled threads, 5/8" - 1/2" hole pattern drilled on both sides. Clear irridite finish.



TYPICAL FIBER RACK INSTALLATION

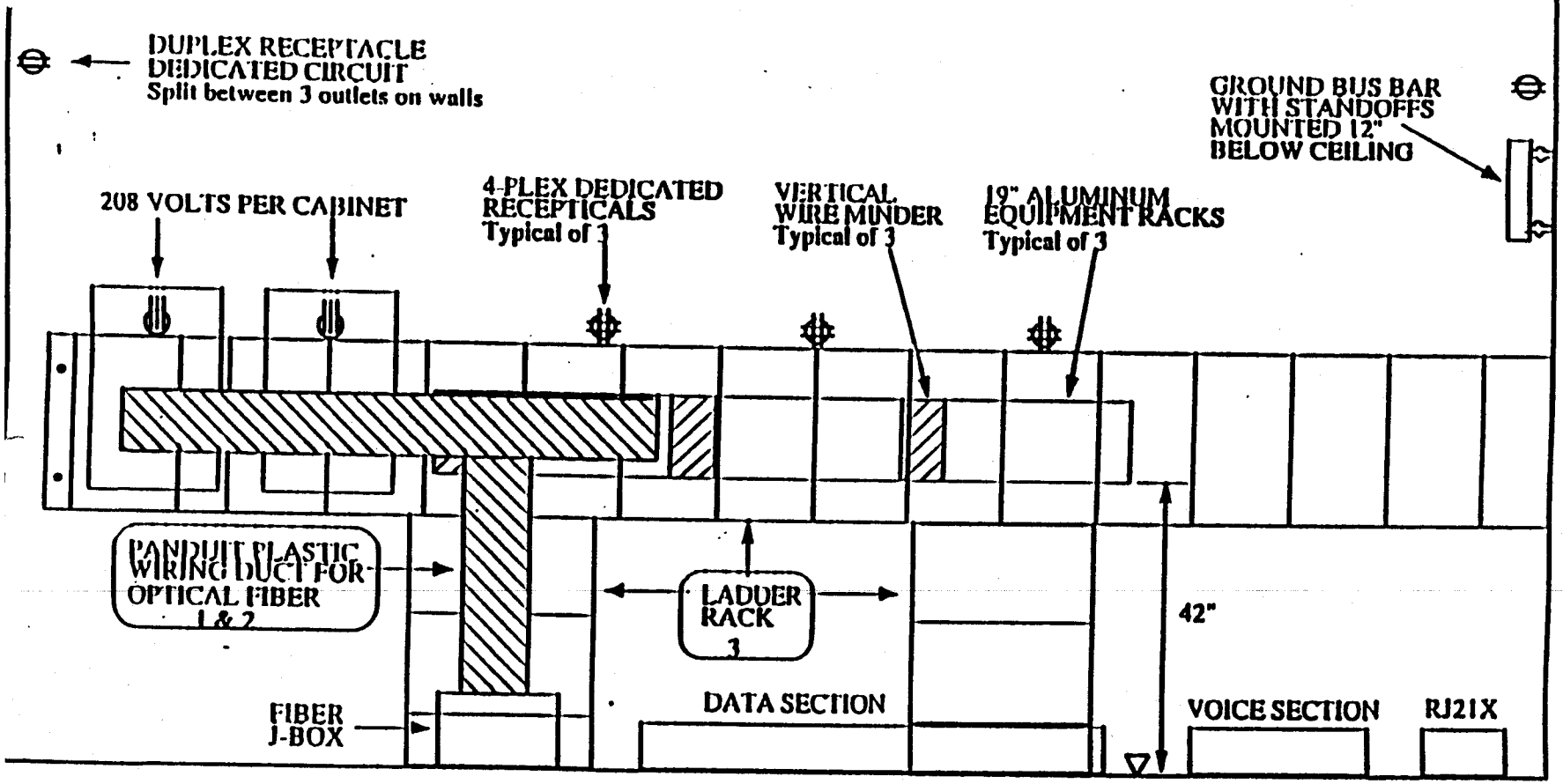

TYPICAL TYPE "B" CLOSET DESIGN (Front View)
CO-ORDINATE with EDD/DPD
Before Equipment is Installed
(Quanity of Controller Cabinets May Vary by 1)
CEILING HEIGHT (VAR.)
3/8 " ALLTHREAD SUPPORTED TO STRUCTURE 10
HUBBEL #231A 17 30 AMP 3 WIRE 208 V
PANDUIT PLASTIC WIRING DUCT FOR OPTICAL FIBER 18
4 PLEX MOUNTED ON LADDER RACK 19 EACH ONE IS A DEDICATED CIRCUIT TYPICAL OF 3
GROUND BUS BAR WITH STANDOFFS MOUNTED 12" BELOW CEILING
LADDER RACK 9
END SUPPORT KITS 15
VERTICAL WIRE MINDER Typical of 3 2
EQUIPMENT RACK SUPPORTED TO LADDER RACK Typical of 3 3
Fiber patch panel
19" Alumin equip. rack Typical of 3 per closet 1
19" rack mounted power strips Typical of 1 per rack 7
19" rack mounted shelves Typical of 5 per rack 6
5
4
EQUIPMENT RACK SUPPORT AT BASE Typical of 3
CONTROLLER CABINETS (2) PROVIDED BY EDD
This Portion is a top view of back wall for references of spacing and rack placement only
FIBER J-BOX
DATA SECTION
VOICE SECTION
RJ21X

Initials

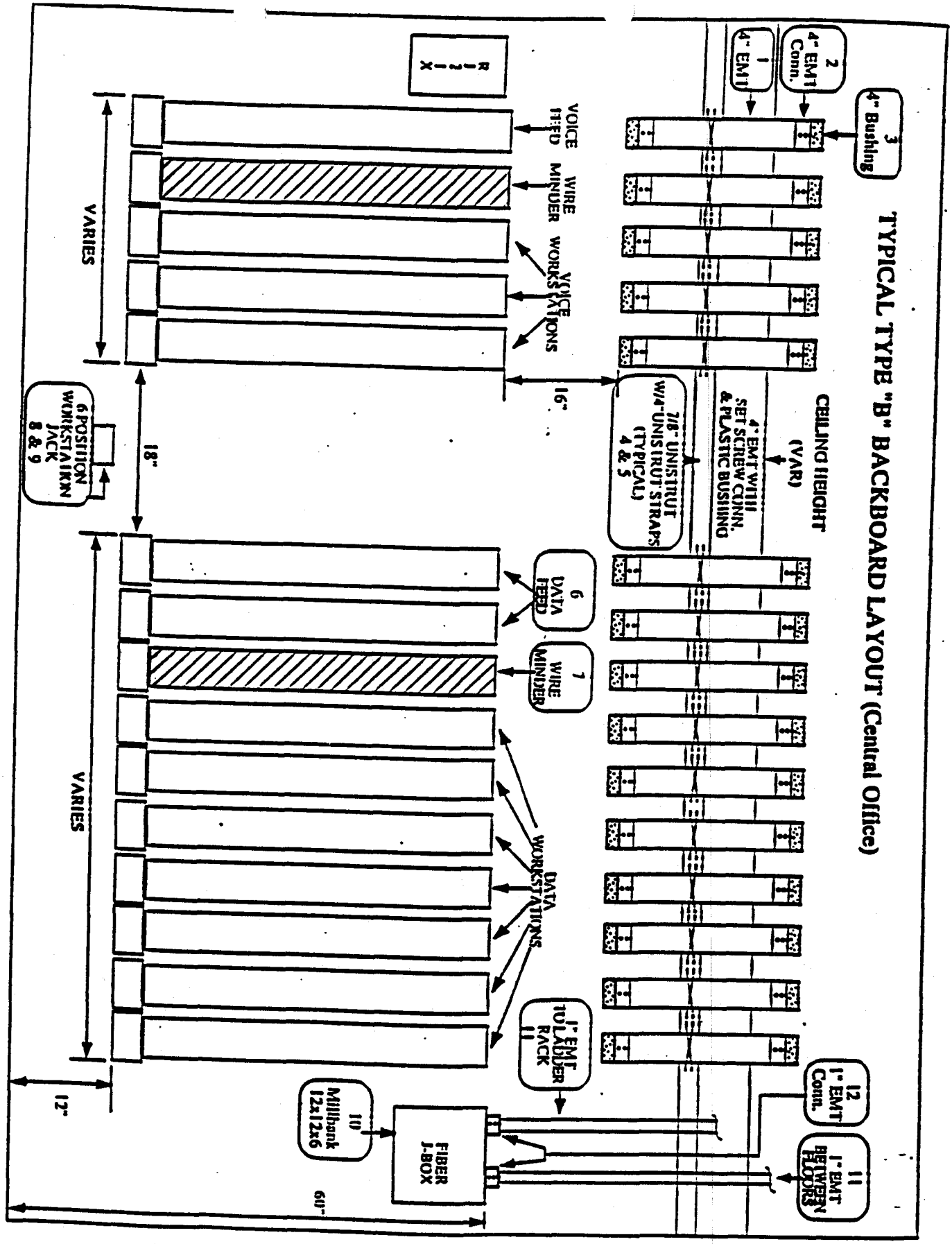
Item	Description	Parts No.	
1	RELAY RACK, 19"	SB-556-084	
2	CABLE CHANNEL (WIRE MINDER, VERTICAL)	SB-572-084	
3	TOP PLATE, RELAY RACK	SB-2133-12	
4	ANCHOR KIT, FOR RELAY RACK	SB-588-A	
5	EQUIPMENT MTG. SCREWS 12-24X5/8"	SB-588-04	
6	EQUIPMENT SHELF, 19"	SB-596-19-M	
7	POWER STRIP, 19"	903CB-15	
8	HORIZONTAL WIREMINDER, 19"	10289971X-20	NOT SHOWN
9	LADDER RACK, 12"	SB-17-12	
10	ALLTHREAD, 1/2-13X10'	SB-303-120	
11	"J" HANGER	SB-2118-A	NOT SHOWN
12	"J" BOLT	SB1003-H	NOT SHOWN
13	INLINE SPLICE KIT	SB-166-A	NOT SHOWN
14	CORNER SPLICE KIT	SB2101-A	NOT SHOWN
15	END SUPPORT KITS	SB-2106-C	
16	LAG BOLTS, 5/16"X1"		NOT SHOWN
17	LEVINTON NEMA CAT.	L6-30 2620	
18	PANDUIT PLASTIC WIRE DUCT		
19	4 PLEX 110 AC OUTLET		

TYPICAL TYPE "B" CLOSET DESIGN (Top View)

CO-ORDINATE with EDD/DPD Before Equipment is Installed



Item	Description	Parts No.
1	Cable Raceway Panduit	E3XLG6F
2	Raceway Cover Panduit	C3CG6
3	Ladder Rack B-Line	SB-17-12
4	Splice Kit. for #3 B-Line	SB-166A
5	Corner Kits for #3 B-Line	SB-2101-A
6	End Kits for #3 B-Line	SB-2106-C
7	End Caps for #3 B-Line	SB110


TYPICAL TYPE "B" BACKBOARD LAYOUT (Central Office)
2 4" EMT Conn.
1 4" EMT
3 4" Bushing
CEILING HEIGHT (VAR)
4" EMT WITH SET SCREW CONN. & PLASTIC BUSHING
7/8" UNISTRUT W/4" UNISTRUT STRAPS (TYPICAL) 4 & 5
16"
VOICE FEED
WIRE MINDER
VOICE WORKSTATIONS
VARIES
18"
6 POSITION WORKSTATION JACK 8 & 9
6 DATA FEED
7 WIRE MINDER
VARIES
DATA WORKSTATIONS
12"
10 Millbank 12x12x6
FIBER J-BOX
60"
9 4" EMT TO LADDER RACK
12 4" EMT Conn.
11 4" EMT BETWEEN FLOORS

Equipment list-Type B backboard

Item	Description	Parts No.
1	4" EMT	
2	4" EMT Connector T&B	TC2210
3	4" Bushing T&B	BU510
4	4" EMT Strap Superstrut	#70C1
5	Unistrut Superetrut	B1200P
6	900 pair Termination AT&T	110PB900FT
7	Wire Guide AT&T	188C3
8	Leviton Housing	410895GP
9	Leviton Insert	41108RG5
10	Fiber J Box Millbank12X12X6	
11	1" EMT	
12	1" EMT Connector	

AMENDMENT TO SUBLEASE AMENDMENT NO. ONE (1)
FILE NO. 4868-001
PROJECT NO. 119106

ORIGINAL

THIS AMENDMENT TO SUBLEASE, made and entered into this 10th day of April 2009, by and between the County of Riverside, Acting by and through the Economic Development Agency, a subdivision of the County of Riverside, hereinafter called Sublessor, and the State of California acting by and through the Director of the Department of General Services, hereinafter called the State.

WITNESSETH:

WHEREAS, the Master Lease dated May 18, 1999, as amended July 18, 2000, August 26, 2003, and March 1, 2005, hereby being incorporated into this sublease as Exhibit "E", extends the termination date to December 31, 2009.

WHEREAS, under sublease dated December 3, 1999, the State hires from Sublessor certain premises located at 1025B and 1075A North State Street, Hemet, California as more particularly described in said sublease; and

WHEREAS, the parties hereto desire to amend said sublease to (1) increase the subleased space; (2) change the ending date of the sublease; and (3) adjust the monthly rental;

NOW THEREFORE, it is mutually agreed between the parties hereto as follows:

1. Effective July 1, 2008, the description of the subleased space under Paragraph 1 of said sublease is amended to read: 6,055 square feet of leased office space on the first floor of the building located at 1025B and 1075A North State Street as outlined in red (exclusive) and green (shared) on the attached Exhibit "D", consisting of one sheet, titled "Floor Plan w/ Lease Area Calculations", project number 119106, dated June 5, 2008. Said Exhibit "D" hereby being incorporated into this sublease.

2. Effective July 1, 2008, the ending date under Paragraph 2 of said sublease shall be December 31, 2009.

3. Effective July 1, 2008, the monthly rent payable under Paragraph 4 of said sublease shall be adjusted as follows:

TEN THOUSAND FORTY-FIVE AND 87/100 DOLLARS
($10,045.87) from July 1, 2008, through December 31, 2009; and thereafter

Except as amended herein, all the terms of said sublease hereinabove referred to shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, this Amendment to sublease has been executed by the parties hereto on the date first above written.

STATE OF CALIFORNIA

Approval Recommended:

DEPARTMENT OF GENERAL SERVICES
REAL ESTATE SERVICES DIVISION
PROFESSIONAL SERVICES BRANCH

By _____
DAVE HENG, Real Estate Officer

Sublessor:

COUNTY OF RIVERSIDE
Acting by and through the Economic Development Agency, a subdivision of the County of Riverside

By _____
Jeff Stone, Chairman
Board of Supervisors

ATTEST:

KECIA HARPER-IHEM
Clerk to the Board

By _____
Deputy

Approved:

DIRECTOR OF THE DEPARTMENT
OF GENERAL SERVICES

By _____
DOUGLAS C. SKEWES, Leasing Manager
Real Estate Services Division

Approved as to form:

PAMELA J. WALLS, County Counsel

By Synthia M. Gunzel
Synthia M. Gunzel, Deputy

ORIGINAL

(7/03)

Date: April 10, 2009

Amendment: ONE (1)
Project #: 119106
Lease No. 4868-001

EXHIBIT

"D"

INITIAL HERE

Date: April 10, 2009

Amendment: ONE (1)
Project #: 119106
Lease No. 4868-001

EXHIBIT

"E"

INITIAL HERE

THIRD AMENDMENT TO LEASE
(ECONOMIC DEVELOPMENT AGENCY
1025 and 1075 State Street, Hemet, California)

STATE STREET BUILDINGS I AND II, Lessor, and the **COUNTY OF RIVERSIDE,** Lessee, hereby agree to amend that certain Lease dated May 18, 1999, as amended July 18, 2000 and August 26, 2003 pertaining to that certain premises, consisting of approximately 28,000 square feet, as more particularly described on Exhibit "A", attached to the Lease. The parties agree to amend the lease as follows:

1. **Term**. The term of the Lease shall be extended for a period of five (5) years effective December 21, 2004 and terminate December 31, 2009.

2. **Rent.** County shall pay to Lessor the monthly sums as rent for the Leased Premises during the extended term of this Third Amendment to Lease as indicated below:

Amount	Year
$28,000.00	First and Second
$35,000.00	Third
$36,050.00	Fourth
$37,131.50	Fifth

3. **Improvements by Lessor:**

(a) Lessor at Lessor's expense, shall prepare the leased premises for useful occupancy as shown on Exhibit "E" and Exhibit "E-1", attached hereto and made a part of this Lease.

(b) Landlord shall paint in selected areas as shown on "Exhibit "E". Landlord shall also complete additional improvements as shown on Exhibit "E-1". The work shall include, but is not limited to, paint, drywall, carpet and electrical. The cost of the improvements as paid for by Lessor shall not exceed $ 31,811.00. The Landlord will endeavor to complete improvement work by January 15, 2005.

(c) Lessor shall provide County with an itemized statement of the cost of the improvements within thirty (30) days after completion and acceptance by County of the tenant improvements. Such statement shall become Attachment "1", Itemized Statement, of this Lease Agreement and by this reference made a part of the Lease. Upon acceptance by County of Attachment "1", County shall pay the sum total of Attachment "1" to Lessor, as soon thereafter as a warrant can be issued in the normal course of County's business.

4. **Option to Terminate.** The Option to Terminate as stated in paragraph 12 (c) of the lease shall be suspended for the first and second year of this Third Amendment to Lease. Thereafter, the period for notification is amended from sixty (60) days to five (5) months.

MAR - 1 2005 3.13

5. **Additional Rent.** Tenant Improvement Rent, as provided for in the First Amendment to Lease, dated July 18, 2000, shall be paid in full as of January 31, 2005.

6. (a) **First Right of Refusal.** The COUNTY shall have the right of first refusal as to the renewal of the Lease at the expiration of said term on whatever terms and conditions Lessor may then offer.

(b) Item 4 (Option to Extend) of original Lease Agreement dated May 18, 1999 is cancelled.

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

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

Dated: MAR - 1 2005

STATE STREET BUILDINGS I AND II,
a joint venture
(Lessor)

By: _____
W.D BELL, Partner

By: _____
MILTON W. STRATFORD, Partner

FORM APPROVED
COUNTY COUNSEL

JAN 19 2005
BY Gordon V. Woo

COUNTY OF RIVERSIDE
(Lessee)

By: _____
MARION ASHLEY
Chairman
Board of Supervisors

LGH:ss
1/12/05
HM025
9.273

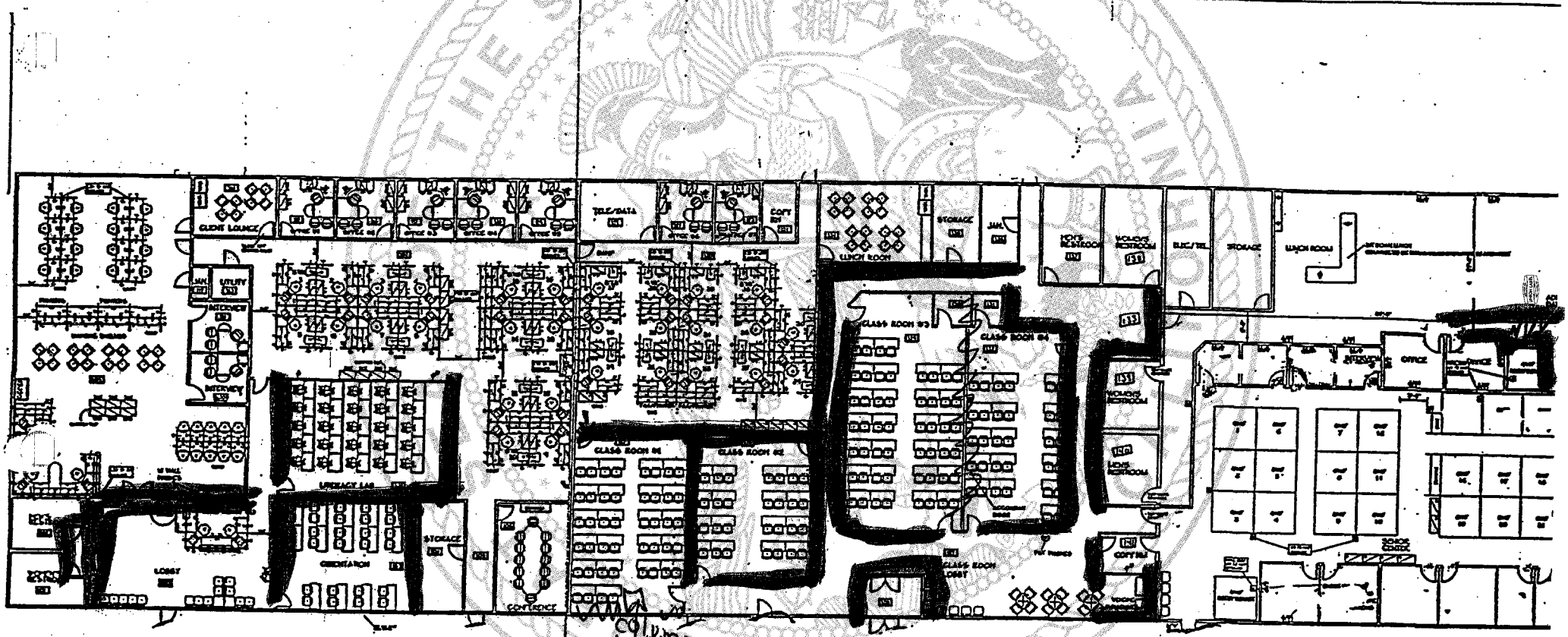
ATTEST:

NANCY ROMERO
Clerk of the Board

By: _____
Deputy

MAR - 1 2005 3.13

EXHIBIT "E"



COUNTY OF RIVERSIDE EDA "ONE STOP" HEMET
SCALE: 1/8"=1'-0"

COUNTY OF RIVERSIDE "ONE STOP" HEMET
SCALE: 1/8"=1'-0"

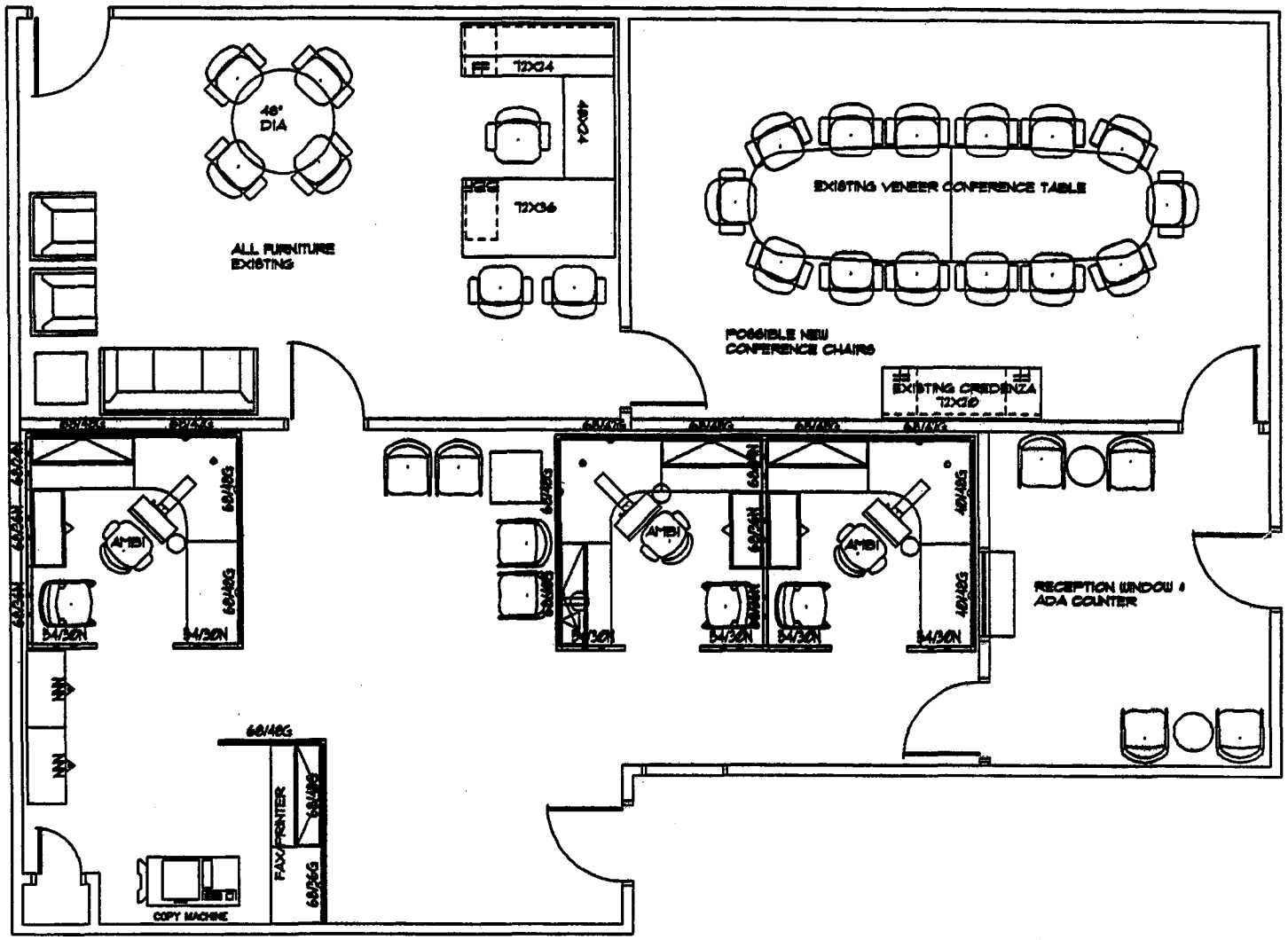


EXHIBIT "E-1"

HEMET, CA

REVISION #3

SECOND AMENDMENT TO LEASE

(ECONOMIC DEVELOPMENT AGENCY,
1005, 1025 and 1075 State Street, Hemet, California)

STATE STREET BUILDINGS I AND II, Lessor, and the **COUNTY OF RIVERSIDE**, County, hereby agree to amend that certain Lease dated May 18, 1999, as amended July 18, 2000, pertaining to that certain building located at 1005, 1025, and 1075 State Street, Hemet, California, as more particularly shown on Exhibit "A", attached to the Lease, as follows:

1. **Description.** Amend the occupied square footage from 35,260 to 27,800 square feet and vacate the 1005 State Street, Hemet building.

2. **Use.** Amend paragraph 2(b) the number of vehicular parking spaces from all exclusive use to 170 total exclusive vehicle parking spaces.

3. **Term.** This Second Amendment to lease shall be for the period of August 1, 2003 through December 20, 2004.

4 **Rent.** The monthly rental amount shall be decreased from $53,156.20 to $ 43,969.07.

5. **Options to Terminate.** Amend paragraph 12 (c) from sixty (60) days written notice to one hundred twenty (120) days.

6. All other provisions of the Lease shall remain the same.

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///

///

LESSEE

7. This Second Amendment to Lease shall not be binding or consummated until its approval by the Board of Supervisors.

Dated: AUG 2 6 2003

STATE STREET BUILDINGS I AND II,
a joint venture

By: [signature] Partner

By: [signature], Partner

COUNTY OF RIVERSIDE

By: [signature]
JOHN TAVAGLIONE
Chairman
Board of Supervisors

ATTEST:

NANCY ROMERO
Clerk of the Board

By: [signature]
Deputy

[SEAL]

FORM APPROVED
COUNTY COUNSEL

JUN 10 2003

BY [signature]

LGH:sh
06/09/03
HM025
8.395

8/26/03 3.24

FIRST AMENDMENT TO LEASE

(ECONOMIC DEVELOPMENT AGENCY,
1005, 1025 and 1075 State Street, Hemet, California)

STATE STREET BUILDINGS I AND II, Lessor, and the **COUNTY OF RIVERSIDE**, County, hereby agree to amend that certain Lease dated May 18, 1999, pertaining to that certain building located at 1005, 1025, and 1075 State Street, Hemet, California, as more particularly shown on Exhibit "A", attached to the Lease, as follows:

1. **Rent.**

(a) Paragraph 5(b), line 15 ½, 16, and 16 ½ of the Lease are revised to read:

"provided, however, that the annual adjustment herein shall not be less than three percent (3%) of the following year nor shall the monthly rent increase in excess of six percent (6%) of the following year thereof."

(b) In addition to the monthly base rent of $39,843.80, County shall pay to Lessor a fixed monthly sum of $9,407.93 towards the cost of improvements for a not to exceed $564,475.94 over a sixty [60] month period, commencing February 1, 2000. There shall be no annual rental adjustment applied to the improvement reimbursement.

(c) County shall have the option to pay to Lessor the remaining balance of the tenant improvements cost at any time during the term of this Lease.

///

///

///

LESSEE'S COPY

2. **Improvements by Lessor.**

(a) Paragraph 9 of the Lease is revised as follows:

The cost of improvements shall not exceed $564,475.94. Lessor to provide an itemized cost statement upon completion. Such statement shall become Attachment "1" of this Lease and by this reference made a part of this Lease.

3. All other provisions of the Lease remain the same.

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

Dated: JUL 18 2000

STATE STREET BUILDINGS I AND II, a joint venture

By: _____

By: _____

COUNTY OF RIVERSIDE

Facsimile Signature affixed by Clerk per Gov. Code

By: _____
James A. Venable
Vice Chairman
Board of Supervisors

ATTEST:

GERALD A. MALONEY
Clerk of the Board

By: _____
Deputy

[SEAL]

SE:js
3/27/00
HM025
6.177

FORM APPROVED
COUNTY COUNSEL

MAR 29 2000

BY _____

AM 11: 34

LEASE

(Economic Development Agency,
1005,1025 and 1075 North State Street, Hemet, California)

Table of Contents

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Description . . . . . Exhibit A
Custodial Services Requirements . . . . . Exhibit B
County Construction Specifications . . . . . Exhibit C
Floor Plan . . . . . Exhibit D
Americans with Disabilities Act Access Guide: Survey Checklist . . . . . Exhibit E

LEASE

(Economic Development Agency,
1005,1025 and 1075 North State Street, Hemet, California)

STATE STREET BUILDINGS I and II, a joint venture, herein called LESSOR, leases to the COUNTY OF RIVERSIDE, herein called COUNTY, the property described below upon the following terms and conditions:

1. **Description**. The premises leased hereby consist of approximately 35,260 square feet located within that certain building located at 1005, 1025 and 1075 North State Street, Hemet, California, as more particularly shown on Exhibit "A", attached hereto and by this reference made a part of this LEASE.

2. **Use**.

(a) The premises are leased to COUNTY primarily for the purpose of providing office space for use by its Economic Development Agency, but may be used for any official business of County government.

(b) COUNTY shall have the exclusive possession of the leased premises and common usage of the walkways, rest rooms, driveways, vehicular parking spaces, and other similar facilities maintained by LESSOR for other tenants and the public.

3. **Term**.

(a) The term of this LEASE shall be for a period of sixty (60) months commencing ninety (90) days after Board of Supervisors approval of this LEASE or the date thereafter upon which COUNTY can take useful occupancy, subject to the provisions contained in Paragraph 12 herein. COUNTY reserves the right to determine if the leased premises are prepared for useful occupancy.

(b) Any holding over by COUNTY after the expiration of said term shall be deemed a month-to-month tenancy upon the same terms and conditions of this LEASE.

(c) COUNTY shall have the right of first refusal as to the renewal of this LEASE at the expiration of said term on whatever terms and conditions LESSOR may then offer.

4. **Options to Extend**. COUNTY shall have options to extend the term of this LEASE for two (2) separate and consecutive one (1) year periods, which options shall be exercised in the following manner:

COPY

RIVERSIDE COUNTY
'99 JUL -9 PM 4:11

(a) The first option shall be exercised by COUNTY giving LESSOR notice of its election thereof, in writing, no later than sixty (60) days prior to the expiration of the initial term of this LEASE.

(b) The second option shall be exercised by COUNTY giving LESSOR notice of its election thereof, in writing, no later than sixty (60) days prior to the expiration of the first extended term of this LEASE.

5. **Rent**.

(a) COUNTY shall pay the sum of $39,843.80 per month to LESSOR as rent for the leased premises, payable, in advance, on the first day of the month or as soon thereafter as a warrant can be issued in the normal course of COUNTY's business; provided, however, in the event COUNTY cannot take useful occupancy of the leased premises until after the first day of the month, the rentals for the first and last months shall be pro-rated on a 30-day calendar basis, payable on the date of occupancy for the first month and on the first day of the last month, or as soon thereafter as a warrant can be issued in the normal course of COUNTY's business.

(b) Notwithstanding the provisions of Paragraph 5(a) herein, the monthly rental shall be adjusted on each anniversary of this LEASE by an amount equal to the percentage differential between the then current Consumer Price Index (Los Angeles-Anaheim-Riverside, All Urban Consumers, All Items published monthly by the U.S. Department of Labor) for the month in which such anniversary occurs and the Consumer Price Index for the same month in the preceding year; provided, however, that the annual adjustment herein shall not increase in excess of six percent (6%) or decrease the monthly rent for the following year less than three percent (3%) thereof. If the Consumer Price Index is discontinued or revised during the term hereof, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the index had not been discontinued.

6. **Custodial Services**. LESSOR shall provide, or cause to be provided, and pay for all custodial services in connection with the leased premises and such services shall be provided as set forth in Exhibit "B", attached hereto and by this reference made a part of this LEASE. Custodial services will be bondable and proof of such insurance, as supplied by the LESSOR, shall be provided prior to occupancy of premises by COUNTY.

7. **Utilities**. COUNTY shall pay for all gas, telephone and electrical services used in connection with the leased premises. LESSOR shall provide, or cause to be provided, and pay for all other utility services, including, but not limited to, water, refuse collection and sewer services, as may be required in the maintenance, operation and use of the leased premises.

8. **Maintenance.**

(a) LESSOR warrants that the leased premises shall be in good and suitable condition for the uses contemplated herein at such time as COUNTY can take useful occupancy. LESSOR shall keep the leased premises in such good condition, and in compliance with all federal, state and local laws, ordinances, rules, codes and regulations including but not limited to fire, health and safety. Additionally, LESSOR shall maintain the exterior and interior of the leased premises, including, but not limited to, insect/pest control services, air conditioning equipment, heating equipment, plumbing, electrical wiring and fixtures, windows and structural parts, in good working condition and repair and in compliance with all laws, ordinances, rules and regulations, including, but not limited to, the Americans with Disabilities Act.

(b) In the event LESSOR fails, or refuses, to make any repairs to the leased premises as may be required or necessitated, COUNTY reserves the right to undertake such repairs, subject to two (2) weeks' notice to LESSOR in writing. The costs and expenses of such repairs shall be deducted from any rents due hereunder.

(c) Notwithstanding the provisions contained in Paragraph 8(a) above, in the event an emergency arises which requires or necessitates repairs to the leased premises in order to insure the health and safety of persons or property or both, and LESSOR fails, or refuses, to make such repairs in an expeditious manner, COUNTY may undertake such repairs and notify LESSOR thereof in writing promptly thereafter. The costs and expenses of such repairs shall be deducted from any rents due hereunder.

(d) LESSOR shall change air conditioner filters and clean intake and all other vents no less than every other month.

9. **Improvements by Lessor.**

(a) LESSOR, at its expense, shall prepare the leased premises for useful occupancy as shown on Exhibit "C", County Construction Specifications, attached hereto and by this reference made a part of this LEASE and Exhibit "D", Approved Floor Plan.

(b) LESSOR recognizes and understands that said preparation of the leased premises shall be subject to the provisions contained in the California Labor Code (commencing with Section 1720) relating to general prevailing wage rates and other pertinent provisions therein.

(c) The cost of the improvements shall not exceed $250,000. LESSOR shall provide COUNTY with an itemized statement of the cost of improvements upon completion of the work. Such statement shall become Attachment "1" of this LEASE and by this reference made a part of the LEASE.

(d) LESSOR shall comply and stay current with all applicable building standards, which may change from time to time , including but not limited to, the Americans with Disabilities Act in preparing the premises for occupancy as specified in Paragraph 9(a) above.

10. **Improvements by County**.

(a) Any alterations, improvements or installation of fixtures to be undertaken by COUNTY shall have the prior written consent of LESSOR after COUNTY has submitted plans for any such proposed alterations, improvements or fixtures to LESSOR in writing. Such consent shall not be unreasonably withheld by LESSOR.

(b) All alterations and improvements made, and fixtures installed, by COUNTY shall remain COUNTY property and may be removed by COUNTY at or prior to the expiration of this LEASE; provided, however, that such removal does not cause injury or damage to the leased premises, or in the event it does, the premises shall be restored.

11. **Insurance**. LESSOR, at its own expense, shall procure and maintain during the term of this LEASE fire insurance and extended coverage on the leased premises. LESSOR shall provide COUNTY with satisfactory proof of such insurance coverage in the form prescribed by County Risk Management.

12. **Options to Terminate**.

(a) In the event COUNTY cannot take useful occupancy by ninety (90) days from Board of Supervisors approval, then COUNTY may, at its election, either (1) deduct from any rents that may become due hereunder the sum of $1,300.00 for each day the leased premises are not prepared for useful occupancy after ninety (90) days from Board of Supervisors approval, as liquidated damages for failure to provide useful occupancy in a timely manner as prescribed hereunder. LESSOR and COUNTY agree that such damages are to be one of the mutually exclusive remedies, as prescribed in this Paragraph 12, for such failure, in that at the time of entering into this LEASE it would be impractical and extremely difficult to fix the actual damages that would flow from LESSOR's failure to provide useful occupancy in a timely manner, including, but not limited to, the difference in money between the total sum to be paid by COUNTY to another party for rent to lease such party's real property, if the rental hereunder is less than the rental to be paid such other party, or (2) cancel this LEASE and LESSOR hereby waives any and all rights that it may have against COUNTY for any costs, expenses and/or charges that LESSOR may have incurred as a result of preparing the leased premises for occupancy.

(b) COUNTY shall have the option to terminate this LEASE if the leased premises are destroyed or damaged to the extent that they cannot be repaired within sixty (60) days. If the damage can be repaired within sixty (60) days, it shall be the duty of the LESSOR to make such repairs promptly, and during said period, the rent shall abate pro

rata as to any portion of the leased premises not usable by the COUNTY. COUNTY reserves the right to determine what, if any portions of the leased premises are usable.

(c) The parties hereto recognize and understand that the rental consideration hereunder originates from county, state and/or federal sources and therefor, 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.

(d) LESSOR estimates the cost of improvements will be an amount not in excess of $250,000.00. In the event COUNTY terminates this LEASE as provided in Paragraph 12(c) herein, COUNTY agrees to pay to LESSOR $4,166.00 times the number of months remaining on the initial sixty (60) month term of this LEASE as reimbursement for the cost of improvements provided by LESSOR under Paragraph 9 herein. Should the actual cost be less than $250,000.00, the monthly reimbursement herein shall be adjusted accordingly.

13. **Notices**. Any notices required or desired to be served by either party upon the other shall be addressed to the respective parties as set forth below:

COUNTY:	LESSOR:
County of Riverside Department of Building Services 3133 Mission Inn Avenue Riverside, California 92507-4199	State Street Buildings I and II 5055 Canyon Crest Drive Riverside, California 92507

or to such other addresses as from time to time shall be designated by the respective parties.

14. **Quiet Enjoyment**. LESSOR covenants that COUNTY shall at all times during the term of this LEASE peaceably and quietly have, hold and enjoy the use of the leased premises so long as COUNTY shall fully and faithfully perform the terms and conditions that it is required to do under this LEASE.

15. **Binding on Successors**. The terms and conditions herein contained shall apply to and bind the heirs, successors in interest, executors, administrators, representatives and assigns of all the parties hereto.

16. **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.

17. **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 hereto waive all provisions of law providing for a change of venue in such proceedings to any other county.

18. **Attorneys' Fees**. In the event of any litigation or arbitration between LESSOR 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 rendered in such litigation or arbitration.

19. **County's Representative**. COUNTY hereby appoints the Director of Building Services as its authorized representative to administer this LEASE.

20. **Agent for Service of Process**. It is expressly understood and agreed that in the event LESSOR 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, LESSOR shall file with COUNTY's Director of Building Services, 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 service 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 LESSOR. 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, LESSOR may be personally served with such process out of this COUNTY and that such service shall constitute valid service upon LESSOR. It is further expressly understood and agreed that LESSOR 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.

21. **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. This LEASE may be changed or modified only upon the written consent of the parties hereto.

22. **Interpretation**. The parties hereto have negotiated this LEASE at arms length and with advice of their respective attorneys, and no provision contained herein shall be construed against COUNTY solely because it prepared this LEASE in its executed form.

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23. This LEASE shall not be binding or consummated until its approval by the COUNTY's Board of Supervisors.

Dated: MAY 18 1999

STATE STREET BUILDINGS I AND II
a joint venture (LESSOR)

By: _____

_____

By: _____

_____
Edward L. Marlow
Elaine Emmer Marlow

COUNTY OF RIVERSIDE

By _____
ROY WILSON
Chairman
Board of Supervisors

Facsimile Signature affixed by Clerk per Sec 25103 Gov Code

ATTEST:

GERALD A. MALONEY
Clerk of the Board

By: _____
Deputy

[SEAL]

FORM APPROVED
COUNTY COUNSEL

MAR 15 1999
BY _____

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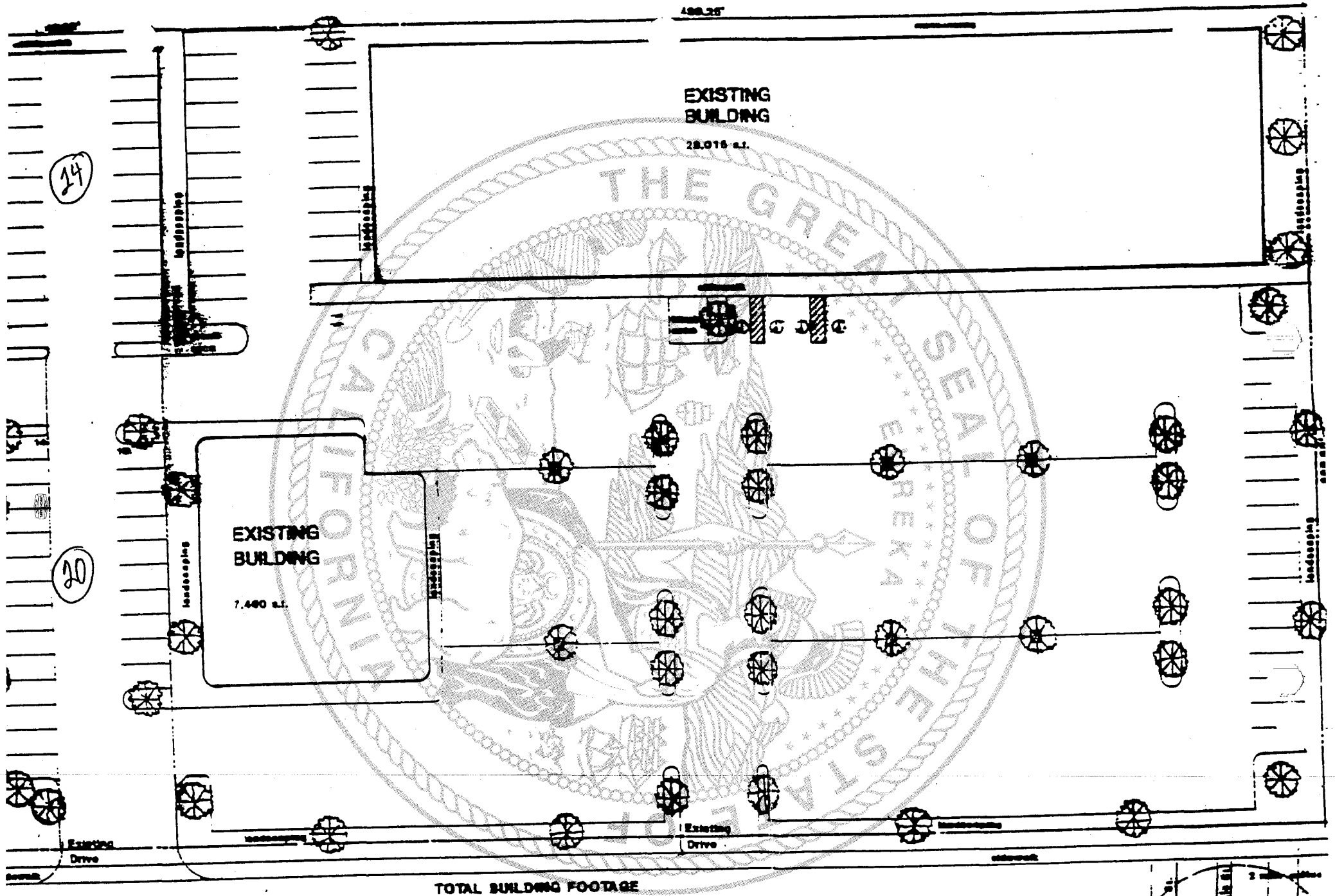

HTE PLAN

PARKING RATIO

Existing 215 Provided

213 Required 6/1000 S.F.

COUNTY OF RIVERSIDE
General Services Agency/Building Services
Real Property Division

CUSTODIAL SERVICES REQUIREMENTS FOR LEASED FACILITIES
(June 1994)

1. Provide all required services and supplies.

2. Perform services five days a week during the hours of 5:00 pm to 1:00 am only.

3. Provide and replace all fluorescent light tubes and incandescent light bulbs using only those types of tubes and bulbs that are energy efficient as indicated by manufacturer.

4. **SPECIFIC SERVICES** - Frequency and coverage:

   A. **Daily:**

      1. Rest Rooms:

         Empty all trash containers, refill dispensers, damp mop floors, clean, sanitize and polish all plumbing fixtures, chrome fittings, flush rings, drain and overflow outlets, clean and polish mirrors, clean wall adjacent to hand basins/urinals, dust metal partitions, remove ringerprints from walls, switches, etc.

      2. Lobby area - main corridors -stairways:

         Remove trash, vacuum, vacumm/damp mop tile, clean lobby and entrance doors, clean and sanitize drinking fountains.

      3. Employee Break Rooms/Kitchens:

         Remove trash, vacuum rugs, mop tile floor, remove fingerprints from doors, light switches, etc., refill dispensers.

      4. General and Private Office Areas:

         Remove trash, vacuum rugs, mop tile floors, spot clean interior partition glass, clean counter tops and blackboards, dust desks, conference tables, credenza/file cabinets and bookcases.

      5. Building Security:

         a. Turn off all lights (except security and night lights).
         b. Close windows.
         c. Reset alarms and lock all doors.

   B. **Weekly - All Areas:**

Polish buff hard resilient floors in traffic areas, spot clean carpeted areas.

Dust all high and low horizontal surfaces, including sills, ledges, moldings, shelves, locker tops, frames and file cabinets, damp wipe plastic and leather furniture.

Remove fingerprints from doors, frames and light switches in office areas, clean and polish bright metal to 70" height, clean and sanitize waste containers in rest rooms and break rooms.

C. **Monthly - All Areas:**

Clean interior glass partitions/doors, dry dust wood paneling, remove dust/cobwebs from ceiling areas.

Spray buff resilient/hard surface floor areas, detail vacuum carpet edges, under desk/office furniture.

D. **Quarterly - All Areas:**

Spray buff resilient and hard surface floors and apply floor finish.

Clean interior/exterior windows, clean/polish office furniture, damp clean diffuser outlets in ceiling/wall, wash waste containers, clean/dust blinds, wash sanitiz

E. **Semi-Annually - All Areas:**

1. <u>All areas:</u>
   a. Clean and polish all baseboards.
   b. Damp clean lobby and reception chairs.
   c. Clean carpeted surfaces-use a water extraction method.

F. **Annually - All Areas:**

1. <u>All resilient and hard surface floors:</u>
   a. Move furniture, strip, seal and apply floor finish to all resilient and hard surface floors.

COUNTY OF RIVERSIDE
DEPARTMENT OF BUILDING SERVICES
Real Property Division

GENERAL CONSTRUCTION SPECIFICATIONS FOR LEASED FACILITIES

(February 1996)

A. INTENT

1. It is the intent of these instructions to convey to the lessors and his bidders, the construction requirements for obtaining a complete and usable facility under lease agreement. These instructions apply to all new construction (build-to-suit), alterations and repair and/or renovation in facilities leased to the County of Riverside.

2. All references to the County in this or any other specification means the Director of Building Services or his designee.

3. All work in accordance to these specifications or any other specifications and plans must be coordinated with the Director of Building Services or his designee. Specifications contained on or with specific plans for construction may contain more stringent provisions than the minimum requirements stated herein. The more stringent requirements shall govern.

4. When fully justified, lessor may request waiver of any portion of these specifications. Such requests must be submitted in writing to the Department of Building Services with full justification. All specifications will be enforced unless specifically waived by the Department of Building Services in writing.

B. COMPLIANCE WITH LOCAL REGULATIONS

1. In the absence of such codes, ordinances or regulations, the lessor's contractor shall use the latest edition of the "Uniform Building Code". However, when such local, County or State requirements contain more stringent provisions than the minimum requirements stated herein, the more stringent requirements shall govern.

2. The lessor shall, without additional expense to the County, be responsible for obtaining and paying for any necessary construction fees, licenses and permits required for privately-owned buildings. He shall comply with any applicable Federal, State and Municipal laws, codes, and regulations in connection with the prosecution of the work. He shall take proper safety and health precautions to protect work, the workers, the public, and the property of others.

3. All handicapped requirements as specified in the most current Americans with Disabilities Act (ADA Act of 1990), must be met.

C. DRAWINGS

1. A site plan, clearly indicating parking spaces, shall be prepared. Floor plans, elevations, mechanical and electrical drawings shall be prepared, preferably at 1/8" scale.

2. Department of Building Services shall be provided four (4) complete sets of final drawings and specifications for review and approval prior to start of construction.

3. Prior to start of construction, two (2) complete approved sets of construction plans and specifications shall be provided to the Department of Building Services. These sets shall be signed to indicate approval by Information Resources and user department. One set will be returned to owner for construction, the second set shall be retained by Department of Building Services.

4. Any changes or deviation from the approved plans and specifications will not be accepted without prior written approval from Department of Building Services.

D. **CONSTRUCTION**

1. A pre-construction conference with lessor, contractor and County shall be conducted at a mutually agreed-upon site for reviewing and defining the construction requirements.

2. Inspections by the Department of Building Services will be conducted at random times during the course of construction. The successful bidder shall maintain, on the job site, a complete set of approved final drawings and specifications marked up to show any changes and as-build conditions. Normally, three (3) unscheduled and one (1) final inspection will be conducted. At the final inspection, a punch list will be developed which will be corrected prior to acceptance of the facility.

E. **SPECIFICATIONS**

1. The lessor shall be responsible, in all cases, for the proper design and coordination of architectural, structural, plumbing, electrical, heating ventilation, air conditioning, site elements, etc., of the proposed facility. Accessibility for physically handicapped is required, unless specifically waived in writing by the Department of Building Services.

2. The accuracy of all dimensions shall be verified by lessor, and he shall be responsible for correcting and recording any discrepancies.

(SITE REQUIREMENTS)

A. **SITE**

1. The lessor shall be responsible for determining site conditions, including sub-surface soil conditions and load-bearing characteristics, the installation of retaining walls, demolition, relocation of utilities, and other site improvements.

B. **GRADING**

1. The finish grades and contours shall be correlated with street and sidewalk grades established by the local municipality. Floors, driveways, etc., shall be adjusted by the lessor's architect as necessary, to insure property clearances, surface drainage, slope gradients, storm and sanitary sewer gradients and connections. All paved areas shall be graded as necessary to provide positive drainage or surface runoff water.

C. **DRAINAGE**

1. Walks, parking areas, driveways and maneuvering areas shall be provided with positive natural drainage whenever possible. The floor of the building and adjacent grades may be raised sufficiently to provide natural drainage.

D. **RETAINING WALLS**

1. The determination of the location and extent of retaining walls required is the responsibility of the lessor.

E. **LANDSCAPING**

1. Suitable indigenous low-maintenance planting shall be provided. Preservation of existing vegetation and the providing of additional landscaping shall meet local environmental requirements.

F. **CLEANUP**

1. Upon completion of the facility and prior to move-in and acceptance for lease by the County, the lessor shall clean, seal and wax floors, clean windows, fixtures and finishes, interior and exterior, and remove surplus materials and debris from the site.

(ARCHITECTURAL REQUIREMENTS)

A. **FLOORS**

1. Floor elevations shall be at least eight inches above finished exterior grade whenever possible. When floor slab is below grade, it shall be waterproof.

2. Floors shall be designed in accordance with uniform, concentrated and special loads given in the "Uniform Building Code", chapter 23.

3. Carpet - 100% continuous filament nylon or olefin with static control; minimum yarn weight - 28 oz. Require statement of pile weight from vendor or manufacturer. Minimum five (5) year warranty against 10% surface wear when properly maintained. Matching carpet strips with metal cap shall be used for base in all carpeted areas. Colors/patterns must be approved by the Department of Building Services.

4. Carpeting to be cleaned semi-annually.

5. Carpet tiles may be used. Pile weight 28 oz. static control 2.0 K.V. or less. Color to meet County color standards.

6. Non-carpeted floors - rest rooms, coffee rooms, etc., shall have sheet vinyl covering, including base. Vinyl tile may be used in other non-carpeted areas. Vinyl shall be commercial grade with colors and patterns full depth. Colors/patterns of sheet vinyl and vinyl tile must be approved by Department of Building Services.

B. **WALLS**

1. Interior walls - all interior partition construction shall comply with applicable Federal, State, County and City codes.

   The types of interior partitions to be used must be approved by the Department of Building Services. Systems furniture may be used.

2. Toilet room walls adjacent to occupied spaces shall be sound-insulating double-wall construction and filled with sound-absorbing materials.

3. Exterior walls - Exterior walls constructed of wood or steel stud shall be insulated to R-11 specifications.

C. **ROOF AND INSULATION**

1. Roof construction and insulation shall be appropriate to the overall design of the building and prevailing weather conditions.

2. All roof designs shall include a minimum one-half (1/2") inch to foot slope for positive drainage.

D. **TIMBER AND WOOD**

1. All lumber used structurally shall be stress-graded with the stamp of the Lumber Association indicated on each piece showing the stress grade.

E. **CEILING CONSTRUCTION**

1. All ceilings shall be placed at 9'0" above finish floor level, unless otherwise specified.

2. A suspended acoustical ceiling system with integrated lighting, shall be installed in all occupied areas.

3. Rest rooms and coffee rooms shall have solid ceilings (drywall, etc.).

F. **WINDOWS**

1. Windows shall generally be limited to the lobby area and offices.

2. Glazing that extends below 32" above the floor shall be protected with a horizontal railing or similar safety barrier. Individual windows may be metal or wood of commercial quality. All window openings shall be properly flashed.

3. Glazing shall consist of a reflective tinting.

4. Windows, interior and exterior, shall be washed quarterly.

G. **DOORS**

1. Exterior doors - All wood doors will be solid core. Exterior doors will be weather-stripped and have stops. Exterior doors to be not less than 36" wide. Appropriate metal doors are acceptable.

2. Exterior doors shall have automatic closers.

H. CABINET WORK

1. Cabinet work shall conform to the standards as defined in the Woodwork Institute of California, Manual of Millwork, (reference "WIC #102", standard cabinet design).

2. Acceptable cabinet work quality is laminated plastic covered deluxe (D) grade, or wood factory finished deluxe (D) grade, except utility (U) grade in utility storage areas.

3. Countertops and splashes shall be laminated plastic, custom grade, self-edge trim. Minimum four (4") inch high splashes where abutting vertical wall surfaces.

4. Cabinet work to be complete with knobs, pulls, hinges, catches, etc.

5. Colors/patterns of laminated plastic and finishes of casework must be approved by Department of Building Services.

I. HARDWARE

1. Hardware will be of good commercial quality grade and type. Automatic door closers shall be provided on public and employee entrance doors, toilet room doors, and coffee room doors. Public entrance and glazed partition lobby doors shall be equipped with push bars with integral PUSH AND PULL signs. Toilet and coffee room doors will have push plates and door pulls. When public entrance, lobby, toilet or coffee room doors are wood or metal with enameled finish, kickplates shall be provided. At buildings where only one (1) toilet is provided, the door closer will be omitted and the door fitted with a privacy lockset. Door locks will be operable by a master key system. Panic hardware must be installed where required by code. Simplex cipher locks (or equal) may be used in lieu of keyed locks when approved by Department of Building Services.

2. Exterior doors with hinges exposed to the public (out- swinging doors) will be equipped with door butts that have "fast" pins to prevent removal or tampering.

3. All doors to be provided with adequate hardware. Interior door locksets to be provided only where indicated on plans. Interior doors to be provided with doorstops.

4. Double doors (pair) - Shall be avoided on exterior openings wherever possible. When pair is required by design, use removable mullion, unless specifically approved otherwise.

5. Exterior doors - All exterior doors must have a deadbolt lock, except where panic hardware is required.

6. Door lock keying - Simplex or equal may be substituted for keyed locks when approved by the County.

   a. All keyed locks shall be equipped with six (6) pin keyways.
   b. Three keys shall be furnished for each lock.
   c. All locks shall be keyed as specified by County, except that all locks within the following individual groups shall be keyed alike:
      (1) Mechanical equipment rooms.
      (2) Janitor's closets.
      (3) Employee entrances (interior & exterior).

(4) Bulletin boards.
(5) Electrical panel boxes.

d. A master key system shall be provided and three (3) master keys shall be furnished, unless otherwise specified.

e. Keying - Locks will incorporate a security system to assure that keys used during construction will not open doors after County occupancy. The key side of all locks will be on the public side.

J. **TOILET ENCLOSURES AND ACCESSORIES**

Facilities must comply with all existing codes.

1. All toilet and urinal enclosures shall be secured to the floor and ceiling.

2. Doors shall be installed in men's and women's toilets. Entrance doors to enclosures shall be fitted with specific locking devices.

3. Each toilet compartment shall be provided with a metal coat hook and double roll toilet paper holder, suitable for dispensing rolled tissue.

4. Install one singe-fold paper towel dispensing cabinet for each multiple of two (2) lavatories or less in all rest rooms. Towel dispensers shall be designed to dispense towels (paper).

5. Each pair of lavatories in all rest rooms shall be provided with soap dispensers.

6. Each lavatory in all rest rooms shall be provided with a 24" x 30" wall-mounted mirror. Provide a stainless steel shelf at each mirror.

7. Women's rest rooms shall be provided with feminine napkin dispenser. Women's toilet compartments shall be provided with one (1) feminine napkin disposal container.

8. Trash bins shall be provided in rest rooms.

9. Both men's and women's toilets shall be designed and constructed to accommodate the physically handicapped. One water closet compartment shall be sized to meet handicapped requirements, provided with outswinging door and grab bars. The toilet fixtures, lavatory, mirrors, etc., shall be located at the correct height for handicapped.

K. **PAINTING**

1. All exterior painted surfaces shall be given a minimum of two (2) coats. Colors must be approved by the Department of Building Services.

2. Interior surfaces and trim shall be given two (2) coats minimum. 100% coverage required. Prefinished acoustical ceiling shall not be painted. Finish coat shall be in accordance with colors as prescribed by County and shall match color chips.

3. Paint colors must be approved by the Department of Building Services.

4. All interior painted surfaces shall receive two (2) coats of semi-gloss enamel.

5. Wall coverings other than painted surfaces (i.e., wood paneling, vinyl material, etc.), shall be permitted. Location and colors must be approved by the Department of Building Services.

6. Parking strips 4" wide of highway traffic paint are to be provided.

7. Street number - Minimum 6" high number - by lessor.

8. Leases exceeding 36 months will have interior repainted at end of 36 months.

L. WINDOW TREATMENT

1. Minimum treatment - Vertical blinds or other as specified by the Department of Building Services.

M. SIGNS

1. Identification sign to be installed on exterior of building. Sign will be specifically identified by the Department of Building Services. Placement and specific size of letters will be determined according to layout and location of structure. Letters will be black injection molded plastic, Helvetica in style.

2. Interior signs to be black phenolic material laminated with white letters. Signs will be specifically identified by the Department of Building Services.

3. Lettering on entrance doors will be specifically identified by the Department of Building Services.

(PLUMBING)

A. ASBESTOS

1. All buildings constructed prior to 1978 will have an asbestos check to ascertain that no friable asbestos is in evidence. A copy of report is to be filed with the Department of Building Services.

B. PLUMBING FIXTURES AND FITTINGS

1. All rest room lavatories shall have self-closing faucets.

2. All toilets and urinals shall be equipped with flush valves.

3. Refrigerated water fountains - Provide refrigerated water fountains at location indicated.

4. "Water-Saver" toilets will not be acceptable.

5. Provide hot water in rest rooms and breakrooms.

6. Health Clinics-Provide hot water in examination rooms, labs, rest rooms and breakrooms.

C. PLUMBING FIXTURES AND FITTINGS FOR THE PHYSICALLY DISABLED

1. This facility must comply with the most current handicapped access requirements as specified in the Americans with Disabilities Act (ADA act of 1990).

D. FIRE PROTECTION

1. Provide all necessary fire extinguishers and yearly inspection service, as required by local fire regulations.

2. Sprinkler inspection and test 5 years or at occupancy.

3. Provide all other necessary protective devices and equipment as required by local fire regulations.

E. ELEVATORS

1. Yearly authorized inspection.

2. Provide routine maintenance.

(SPACE CONDITIONING)
(Heating, Ventilation and Air Conditioning)

A. GENERAL REQUIREMENTS

1. Space conditioning shall be considered the year-round control of temperature, humidity, air circulation, ventilation and air cleaning to the degree required to assure satisfactory and efficient use of the space for occupants and equipment.
Follow good accepted practices as reflected in the latest issue of the American Society of Heating, Refrigeration and Air-Conditioning Engineer's Guide (ASHRAE).

B. VENTILATION

1. Ventilation for air-conditioning system - Provide ventilation makeup air in the amount of 10% of total air requirement for cooling or two (2) air changes per hour, whichever is greatest, plus all exhaust air requirements.

C. EXHAUST SYSTEMS

1. Exhaust toilet areas - The exhaust fan shall be connected to the light switch or interconnected with the air conditioning time clock.

2. Air shall not be directly exhausted, except in the following instances:
   a. Air used to make up exhaust for toilet rooms.
   b. Air exhausted specifically for cooking, food preparation or removal of excessive heat generated by vending or various other machines.
   c. When specified for coffee rooms.

D. SPACE TEMPERATURE CONTROLS

1. Central control system for the various areas or provide a thermostat for each heating and/or air-conditioning system. Use separate slidelever adjustments for heating and cooling with lock covers.

2. All systems shall be controlled by seven (7) day, 24-hour time clocks set to the Department of Building Services requirements.

3. Thermostats controlling space conditions during occupied hours shall be adjustable from 68 degrees to 80 degrees with the normal set at 70 degrees for heating and 76 degrees for cooling.

4. Simultaneous heating and cooling will not be acceptable.

5. Lessor shall comply with existing codes.

6. Heat-generated equipment shall be of adequate capacity to heat the building under design conditions.

7. All gas furnaces shall be approved by the American Gas Association.

8. All electric components shall be UL-approved and comply with the California Electric Code.

9. Electric strip-heating is not acceptable.

E. **AIR FILTERS**

1. All recirculated and outside air shall pass through filters before entering air-handling units.

2. Filters shall be replaceable type.

3. Minimum quarterly replacement of all filters.

F. **PIPING**

1. Piping in finished areas, such as lobbies and offices, shall be concealed. No water piping of any description shall be installed near electrical switchgear. Provide shutoff valves at all locations necessary to isolate separate zones of the system served.

2. All hot and chilled water piping shall be insulated.

G. **AIR DISTRIBUTION**

1. Ductwork shall be provided, as required, for property air distribution with supply outlets spaced so as to avoid excessive throws and dead spots. In order to maintain sound privacy, door louvers will not be used to return air from offices. Sound-attenuating, acoustically-lined transfer ducts or return air ducts must be used. All supply and return air ductwork shall be constructed and installed in accordance with ASHRAE Standards and shall comply with state and local building codes.

2. All air handling units, except unit heaters, must be provided with outside air intakes. Intakes shall be located to avoid the introduction of boiler flue gases or vehicle and condenser unit exhausts.

3. Diffusers shall be selected and spaced so that, at the occupied level, the movement of air will be uniform and not be less than 10 cubic feet per minute, nor more than 50 cubic feet per minute when measured at 4' above the floor. They shall be selected so that the throw from an air diffuser does not impinge on walls, columns, or the throws from other diffusers based on a terminal velocity of 100' per minute. Diffusers located in offices shall be of the fully adjustable air pattern type.

H. **BALANCING AND ADJUSTING**

1. Space conditioning equipment shall be balanced and adjusted by persons certified to perform such functions prior to occupancy.

2. Copy of air balance report shall be provided to the Department of Building Services.

I. **NOISE AND VIBRATION**

1. Particular care shall be exercised in the design, selection and installation of all mechanical equipment and components to attain reasonable noise levels in occupied space. In general, sound levels for various spaces shall be maintained in accordance with the recommendations of the ASHRAE Guide.

J. **OPERATING INSTRUCTIONS**

1. The lessor shall provide simplified consolidated equipment and control diagrams with specific operating instructions posted on a readily accessible label on each utility system, such as furnaces, refrigeration equipment, air handling systems, and pumping systems. These instructions shall clearly indicate how to stop and start systems, what adjustments must or may be made by County personnel to assure property operation, and what action shall be taken in emergencies.

(ELECTRICAL)

A. **GENERAL REQUIREMENTS**

1. All electrical work shall be designed and installed in accordance with the plan requirements.

2. Codes and ordinances - Shall conform with standards of the National Electrical Code (NEC), O.S.H.A., serving public telephone company, State Fire Marshal and local ordinances.

3. Service equipment shall be located in separate electrical/mechanical room with proper working clearances and grounding. All breakers shall be clearly identified.

B. **INTERIOR LIGHTING**

1. Fluorescent lamps shall generally be 34 watt, 430-milli-amp, rapid-start, cool-white, including energy efficient ballasts.

2. The lighting shall be designed to maintain a uniform level of illumination of the minimum foot candles designated. Lighting levels shall be based on working plan 30" above floor, appropriate coefficient of utilization for the fixture and maintenance factor.
Conform with Title 24, Division 9 for lighting requirements.
Provide not less than 10' candles in halls, 30' candles in rest rooms and 50' candles in all other areas, unless specifically noted otherwise. (80' candles in drafting room areas).

3. Each working space, utility or storage room shall have at least one receptacle. Office shall have a minimum of one (1) receptacle on each 12' of wall space. See plans for additional and/or special outlets.

4. Provide twenty-four (24) hour lighting for security.

5. Emergency lighting - Shall be provided where required by applicable codes, or natural lighting will not provide sufficient lumens for emergency exiting of building.

C. **EXTERIOR LIGHTING**

1. Install sufficient lighting to provide a minimum of five (5) foot candles of illumination at each building entrance, around the perimeter of the building, in the parking and maneuvering areas and on driveways.

2. All exterior lighting shall be high or low-pressure sodium as specified by the County. Fixtures shall be controlled by photocell, timeclocks, or combinations of both.

(TELEPHONE AND COMMUNICATIONS)

A. **GENERAL REQUIREMENTS**

1. All telephone and communications equipment shall conform with the standards of the County of Riverside, Information Resources and the serving public telephone company.

2. Provide telephone outlets and Data Processing terminals as required by the user department.

B. **EQUIPMENT ROOM**

1. Floor must be stressed to support minimum load of 135 pounds per square foot.

2. The room temperature shall be maintained between 70 degrees F. and 80 degrees F. at all times. The room shall have cooling only with no heat and shall have its own thermostat. Separate cooling system must be provided to maintain these conditions when main building systems are shut down for energy conservation during non-normal business hours. If remote monitoring equipment is available this room should have its own independent sensor. Average heat load for all equipment is 20,000 BTU.

3. Equipment room should be relatively free of dust, with tiled or suitable sealed floor. Floor should be level and free from vibrations. Walls and ceilings must be finished and painted a light color.

4. Minimum clear ceiling height should be 8'0" to clear equipment.

5. Entrance door to equipment room must be 3'0" x 6'8" with keyed lock.

6. A minimum of one (1) 4' x 8' x 3/4" plywood backboard is required.

7. Provide sufficient lighting to produce 50' candles measured at the floor.

8. Equipment grounding - Approved ground:
   a. "Cold metallic water pipe" not less than 1/2" diameter continuous and electrically connected to the street side of the water meter.
   b. Building structural steel that is electrically connected to the cold water piping and power source ground.
   c. Direct connection to an earth-grounding rod or a power-source ground, which is the point that electrical service entering the building is connected to ground.

9. Provide minimum 117 VAC (nominal), 60-Hertz, 20-Ampere circuit receptacle (duplex) located 12" above floor for telephone equipment.

10. Provide a separate 117 VAC (nominal), 60-Hertz, 15-Ampere circuit receptacle (duplex) for convenience outlet.

11. Provide required suspended support system throughout facility for the laying of telephone and coaxial cable. Telephone and coaxial cables will not be allowed to lay in suspended ceiling system.

TO SCALE FLOOR PLAN FILED AT

DEPARTMENT OF BUILDING SERVICES

FLOOR PLAN

EXHIBIT "D"

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA 825

FROM: Economic Development Agency

SUBMITTAL DATE:
October 29, 2009

SUBJECT: First Amendment to Loan Agreement for the Use of Neighborhood Stabilization Program Funds with Neighborhood Partnership Housing Services

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 Neighborhood Partnership Housing Services ("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 10/27/09
Departmental Concurrence

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

Prev. Agn. Ref.: Item 3.20 of 6/16/2009 | **District:** 5th | **Agenda Number:** 3.55

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

AEFD-001-F11
Form 11 (Rev 06/2003)

BACKGROUND:
On June 16, 2009, the Board of Supervisors approved a Loan Agreement for the use of NSP Funds with Neighborhood Partnership Housing Services ("NPHS"), a non-profit corporation, in the amount up to $1,368,000 for financing of acquisition, rehabilitation and disposition of approximately six single-family homes to qualified low-, moderate- and middle-income (LMMI) first-time homebuyers within designated NSP Target Area in the city of Perris (the "NSP Loan Agreement") as defined in the County of Riverside Substantial Amendment to the 2008-2009 One-Year Action Plan.

NPHS is requesting to amend the NSP Loan Agreement to expand NPHS's work area and include the NSP Target Area of the city of 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 approve 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 92507
Attn: Juan Garcia

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 NEIGHBORHOOD PARTNERSHIP HOUSING SERVICES ("NPHS"), a California non-profit corporation.

W I T N E S S E T H:

WHEREAS, COUNTY and NPHS entered into Loan Agreement for the Use of Neighborhood Stabilization Program Funds ("NSP Loan Agreement") on June 16, 2009; and

WHEREAS, under the terms and conditions of the NSP Loan Agreement, COUNTY agreed to lend up to One Million Three Hundred Sixty Eight Thousand Dollars ($1,368,000) of NSP funds to NPHS for individual financing of acquisition, rehabilitation and disposition of approximately six (6) single-family homes to qualified low-, moderate- and middle-income ("LMMI") 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 city of Perris; and

WHEREAS, NPHS is having difficulties locating eligible properties within the Target Area of the city of Perris; and

WHEREAS, NPHS has requested to amend the NSP Loan Agreement to expand NPHS's work area and include the Target Area of the city of Menifee; and

WHEREAS, amending the NSP loan agreement will assist the COUNTY to fulfill its requirements under the Neighborhood Stabilization Program; and

WHEREAS, COUNTY and NPHS agree to amend the NSP Loan Agreement from requiring "the Project must lie within the Target Area of the city of Perris" to "the Project must lie within the Target Areas of the cities of Perris and Menifee."

NOW, THEREFORE, in consideration of the foregoing, and the promises and mutual covenants and conditions hereinafter set forth, COUNTY and NPHS do hereby agree as follows:

1. The NSP Loan Agreement shall be amended from requiring "the Project must lie within the Target Area of the city of Perris" to "the Project must lie within the Target Areas of the cities Perris, and Menifee."
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:
COUNTY OF RIVERSIDE

By:_____
JEFF STONE
Chairman, Board of Supervisors

NPHS:
NEIGHBORHOOD PARTNERSHIP HOUSING SERVICES

By:_____
JED DAVIS
Executive Director

APPROVED AS TO FORM:
PAMELA J. WALLS
County Counsel

By:_____ 10/27/09
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 San Bernardino }

On 10/23/09 (Date), before me, Gloria Carlos, Notary Public (Here Insert Name and Title of the Officer)

personally appeared Jed Davis (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)

GLORIA CARLOS
COMM. #1736600
NOTARY PUBLIC - CALIFORNIA
SAN BERNARDINO COUNTY
COMM. EXPIRES APRIL 3, 2011

Place Notary Seal Above

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

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA 826

FROM: Economic Development Agency

SUBMITTAL DATE:
October 29, 2009

SUBJECT: Resolution No. 2009-302, Boundary Adjustment of the Coachella Valley Enterprise Zone within the County of Riverside.

RECOMMENDED MOTION: That the Board of Supervisors adopt Resolution No. 2009-302, approving the boundary adjustment of the Coachella Valley Enterprise Zone.

BACKGROUND: On August 7, 2006 the Board of Supervisors approved Resolution 2006-351 authorizing the submittal of a new Enterprise Zone application. The term of the previous Enterprise Zone designation expired on November 10, 2006.

The County of Riverside, City of Coachella, and City of Indio created the Coachella Valley Enterprise Zone Authority ("CVEZA") through a Joint Powers Agreement (JPA) dated April 2, 1990. The JPA was amended on March 28, 1995, and again on December 3, 1997.

(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:	No
	Annual Net County Cost:	$ 0	For Fiscal Year:	2009-2010

COMPANION ITEM ON BOARD OF DIRECTORS 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

FORM APPROVED COUNTY COUNSEL
BY: MICHELLE CLACK DATE 10/27/09

Departmental Concurrence

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

Prev. Agn. Ref.: 08/7/06 3.30 | **District:** 4th | **Agenda Number:** 3.56

EDA-0018F 11
Form 11 (Rev 06/2003)

BACKGROUND (Continued):

On August 30, 2006 CVEZA submitted its application for a new zone designation; on April 11, 2008 the final designation of a new 15 year designated period was awarded to the County of Riverside, the City of Coachella, and the City of Indio.

Prior to the submittal deadline, the State Department of Housing and Community Development modified its ratio requirements that had previously caused the exclusion of approximately 7,000 acres within the County's jurisdiction.

Upon the submittal of the application, CVEZA reserved the right to modify its boundary to incorporate the excluded acreage modifying the County's boundary.

The City Councils for the Cities of Coachella and Indio have agreed to allow the County's boundary modification creating the new CVEZ boundary.

County Counsel has reviewed the Resolution and approved it as to form. EDA staff recommends that the Board of Supervisors adopt Resolution No. 2009-302 approving the boundary adjustment.

Attachment:

Resolution No. 2009-302

BOARD OF SUPERVISORS **COUNTY OF RIVERSIDE**

RESOLUTION No. 2009-302
BOUNDARY ADJUSTMENT OF THE COACHELLA VALLEY ENTERPRISE ZONE WITHIN THE COUNTY OF RIVERSIDE

WHEREAS, the State of California's Department of Housing ("HCD") and Community Development Division for Community Affairs released a "Request for Proposals" for new designations in the California Enterprise Zone Program to encourage and facilitate business investment and job development in distressed areas of the state; and

WHEREAS, the City of Coachella, City of Indio and portions of the County of Riverside satisfied the criteria that an area must meet in order to be eligible for California Enterprise Zone status; and

WHEREAS, the City of Coachella, City of Indio and the County of Riverside created the Coachella Valley Enterprise Zone Authority ("CVEZA") through a Joint Powers Agreement dated April 3, 1990, and as amended on March 28, 1995, and December 3, 1997; and,

WHEREAS, on August 23, 2006, the Riverside County Board of Supervisors, by Resolution No. 2006-351, authorized the submittal of an Enterprise Zone Application to HCD and on August 30, 2006, CVEZA submitted an application for a new zone designation; and

WHEREAS, prior to the submittal deadline, HCD modified its requirements that the composition of the zone be made up of 51% commercial/industrial and 49% non commercial/industrial for the configuration of the Enterprise Zone Boundary; and

WHEREAS, CVEZA submitted its application based on the 51% / 49% requirement, which excluded approximately 7,000 acres within the County's boundary; and

WHEREAS, Riverside County desires to adjust its boundary; and

WHEREAS, CVEZA petitioned HCD to allow a boundary adjustment to include the excluded acreage modifying the county's boundary within the Enterprise Zone; and

WHEREAS, On June 17, 2009, HCD agreed to accommodate the request to incorporate the excluded acreage within the County of Riverside extending the existing Enterprise Zone; and

FORM APPROVED COUNTY COUNSEL
BY: MICHELLE CLACK DATE 6/27/09

WHEREAS, by resolution of their respective City Councils, the City of Coachella and the City of Indio have agreed to the County's boundary adjustment.

NOW, THEREFORE, BE IT RESOLVED, FOUND, DETERMINED, AND ORDERED by the Board of Supervisors of the County of Riverside in regular session assembled on November 3, 2009, as follows:

1. That the boundary adjustment as shown in Exhibit "A" attached hereto and incorporated herein, indicates the addition of said acreage is, located within the jurisdiction of the County of Riverside and meets the required criteria as outlined in HCD's request for proposal.
2. That by grouping the City of Coachella, City of Indio and the County of Riverside's boundaries together, as shown in Exhibit "B" attached hereto and incorporated herein, creates the new approved Enterprise Zone Boundary.

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

830

FROM: Economic Development Agency

SUBMITTAL DATE:
October 29, 2009

SUBJECT: Finding of No Significant Impact (FONSI) on the Environment for the Los Jardines Self-Help Housing Project in the City of Coachella

RECOMMENDED MOTION: That the Board of Supervisors:

1. Adopt the attached Environmental Assessment Report ("EA") and findings incorporated in the EA and in the FONSI for the Los Jardines Self-Help Project ("Project"), and conclude that the project is not an action which may affect the quality of the environment;
2. Approve the attached Request for Release of Funds ("RROF"); and
3. Authorize the Chairman of the Board of Supervisors to execute the EA and RROF to be filed with the United States Department of Housing and Urban Development ("HUD").

BACKGROUND: (Commences on page 2)

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:**	No
	Annual Net County Cost:	$ 0	**For Fiscal Year:**	2009/2010

COMPANION ITEM ON BOARD OF DIRECTORS AGENDA: No

SOURCE OF FUNDS: Housing Assistance Council Self-Help Homeownership Opportunity 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 10/29/09

Departmental Concurrence

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

Prev. Agn. Ref.:

District: 4th

Agenda Number: 3.57

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

EDA-001a-F11
Form 11 (Rev 06/2003)

BACKGROUND:
The environmental effects of activities carried out with Housing Assistance Council ("HAC") Self-Help Homeownership Opportunity Program ("SHOP") funds must be assessed in accordance with the provisions of the National Environmental Policy Act of 1969 ("NEPA") and the related authorities listed in HUD's implementing regulations at 24 CFR parts 50 and 58. These regulations specify procedures for conducting environmental review, including public notice, finding a level of clearance and requesting release of funds.

Under the direction of HUD, the Riverside County Economic Development Agency ("EDA") is the designated Responsible Entity for the County of Riverside to solely conduct the environmental review and facilitate the request for release of funds.

Coachella Valley Housing Coalition ("CVHC"), a nonprofit public benefit corporation, has applied for HAC SHOP Funds and is proposing to use $630,000 in HAC SHOP 2007 funds and $270,000 in HAC SHOP 2008 funds to complete the construction of 205 semi-finished single lots with the intent of providing affordable and decent housing. The project consists of 40 three-bedroom units and 165 four-bedroom affordable self help housing units located on approximately 48.8 acres of land at the intersection of Tyler Street and Avenue 53 situated to the north of Avenue 53, south of Avenue 52, east of Shady Lane, and west of Tyler Street in the City of Coachella in the County of Riverside ("Project").

In order for CVHC to receive HAC SHOP funds, the Project must be assessed in accordance with the provisions of the NEPA and the related authorities listed in HUD's implementing regulations at 24 CFR parts 50 and 58. CVHC has requested EDA to conduct the environmental review and facilitate the request for release of funds.

EDA has completed applicable review procedures and has evaluated the potential effects of the project on the environment. The attached documentation was prepared pursuant to NEPA and the environmental procedures cited in 24 CFR 58.5 and 58.6, and EDA has found that the proposed project would not have a significant effect on the environment. Public Notice requirements, published on October 17, 2009, have been met in accordance with 24 CFR 58.43 and 58.45.

All the homes will be sold to households whose incomes do not exceed 80% of the area median income for the County, adjusted by family size.

The estimated total cost for the Project is approximately $8,200,000. CVHC is contributing $3,135,000 in land acquisition and development. CVHC has secured a $1,500,000 loan from HAC Rural Housing Loan Funds, $90,000 from HAC Housing Loan Program and a bank loan commitment for up to $1,775,000 for land development. CVHC has also applied for an $800,000 development loan from the California Department of Housing and Community Development Predevelopment Loan Program.

County Counsel has reviewed and approved as to form the Environmental Assessment and Request for Release of Funds. Staff recommends that the Board approve the Environmental Assessment and Request for Release of Funds (attached).

Request for Release of Funds and Certification

U.S. Department of Housing and Urban Development
Office of Community Planning and Development

OMB No. 2506-0087
(exp. 3/31/2011)

This form is to be used by Responsible Entities and Recipients (as defined in 24 CFR 58.2) when requesting the release of funds, and requesting the authority to use such funds, for HUD programs identified by statutes that provide for the assumption of the environmental review responsibility by units of general local government and States. Public reporting burden for this collection of information is estimated to average 36 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

Part 1. Program Description and Request for Release of Funds (to be completed by Responsible Entity)

1. Program Title(s)
Housing Assistance Council Self-Help Homeownership Opportunity Program funds.

2. HUD/State Identification Number
#069065

3. Recipient Identification Number (optional)

4. OMB Catalog Number(s)
14.247

5. Name and address of responsible entity
Riverside County of Board of Supervisors
c/o Riverside County EDA
1325 Spruce Street, Ste. 400
Riverside, CA 92507 Attn: Emilio Ramirez

6. For information about this request, contact (name & phone number)
Estella Wells (951) 955-2894

7. Name and address of recipient (if different than responsible entity)

8. HUD or State Agency and office unit to receive request
U.S. Dept. of Housing and Urban Development
Community Planning and Development
611 W. 6th Street, St. 800, LA, CA 90017

The recipient(s) of assistance under the program(s) listed above requests the release of funds and removal of environmental grant conditions governing the use of the assistance for the following

9. Program Activity(ies)/Project Name(s)
Los Jardines Self-Help project

10. Location (Street address, city, county, State)
The proposed project site is located at the corner of Tyler Street and Avenue 53 in the City of Coachella, Riverside County, CA.

11. Program Activity/Project Description

Coachella Valley Housing Coalition ("CVHC"), a nonprofit public benefit corporation, is proposing to use $630,000 in HAC SHOP 2007 Funds and $270,000 in HAC SHOP 2008 Funds to complete the construction of 205 semi-finished single lots with the intent of providing affordable and decent housing. The project consists of 40 three-bedroom units and 165 four-bedroom affordable self help housing units located on approximately 48.8 acres of land at the intersection of Tyler Street and Avenue 53 situated to the north of Avenue 53, south of Avenue 52, east of Shady Lane, and west of Tyler Street in the City of Coachella in the County of Riverside ("Project").

All the homes will be sold to households whose incomes do not exceed 80% of the area median income for the County, adjusted by family size.

The estimated total cost for the Project is approximately $8,200,000. CVHC is contributing $3,135,000 in land acquisition and development. CVHC has secured a $1,500,000 loan from HAC Rural Housing Loan Funds, $90,000 from HAC Housing Loan Program and a bank loan commitment for up to $1,775,000 for land development. CVHC has also applied for an $800,000 development loan from the California Department of Housing and Community Development Predevelopment Loan Program.

Part 2. Environmental Certification (to be completed by responsible entity)

With reference to the above Program Activity(ies)/Project(s), I, the undersigned officer of the responsible entity, certify that:

1. The responsible entity has fully carried out its responsibilities for environmental review, decision-making and action pertaining to the project(s) named above.
2. The responsible entity has assumed responsibility for and complied with and will continue to comply with, the National Environmental Policy Act of 1969, as amended, and the environmental procedures, permit requirements and statutory obligations of the laws cited in 24 CFR 58.5; and also agrees to comply with the authorities in 24 CFR 58.6 and applicable State and local laws.
3. After considering the type and degree of environmental effects identified by the environmental review completed for the proposed project described in Part 1 of this request, I have found that the proposal ☐ did ☑ did not require the preparation and dissemination of an environmental impact statement.
4. The responsible entity has disseminated and/or published in the manner prescribed by 24 CFR 58.43 and 58.55 a notice to the public in accordance with 24 CFR 58.70 and as evidenced by the attached copy (copies) or evidence of posting and mailing procedure.
5. The dates for all statutory and regulatory time periods for review, comment or other action are in compliance with procedures and requirements of 24 CFR Part 58.
6. In accordance with 24 CFR 58.71(b), the responsible entity will advise the recipient (if different from the responsible entity) of any special environmental conditions that must be adhered to in carrying out the project.

As the duly designated certifying official of the responsible entity, I also certify that:

7. I am authorized to and do consent to assume the status of Federal official under the National Environmental Policy Act of 1969 and each provision of law designated in the 24 CFR 58.5 list of NEPA-related authorities insofar as the provisions of these laws apply to the HUD responsibilities for environmental review, decision-making and action that have been assumed by the responsible entity.
8. I am authorized to and do accept, on behalf of the recipient personally, the jurisdiction of the Federal courts for the enforcement of all these responsibilities, in my capacity as certifying officer of the responsible entity.

Signature of Certifying Officer of the Responsible Entity	Title of Certifying Officer
X	Chairman, Riverside County Board of Supervisors
	Date signed

Address of Certifying Officer

c/o Riverside County EDA
1325 Spruce Street, Ste. 400
Riverside, CA 92507

Part 3. To be completed when the Recipient is not the Responsible Entity

The recipient requests the release of funds for the programs and activities identified in Part 1 and agrees to abide by the special conditions, procedures and requirements of the environmental review and to advise the responsible entity of any proposed change in the scope of the project or any change in environmental conditions in accordance with 24 CFR 58.71(b).

Signature of Authorized Officer of the Recipient	Title of Authorized Officer
X	Date signed

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

FORM APPROVED COUNTY COUNSEL
BY: MICHELLE CLACK DATE 10/29/04

U.S. Department of Housing and Urban Development
Los Angeles Field Office
611 W. 6th Street
Los Angeles, CA 90017

Environmental Assessment

for HUD-funded Proposals

Recommended format per 24 CFR 58.36, revised February 2004
[Previously recommended EA formats are obsolete].

Project Identification: Los Jardines Self Help Homes

Preparer: Estella Wells, Development Specialist

Responsible Entity: County of Riverside

Month/Year: September/2009

Environmental Assessment

Responsible Entity: Riverside County Economic Development Agency

[24 CFR 58.2(a)(7)]

Certifying Officer: Jeff Stone, Chairman, Riverside County Board of Supervisors

[24 CFR 58.2(a)(2)]

Project Name: Los Jardines Self-Help Homes

Project Location: The proposed project site, located on the corner of Tyler Street and Avenue 53 in the City of Coachella, is comprised of 205 lots. The site is approximately 48.8 acres.

City of Coachella, CA

Assessor Parcel Numbers: 778-450-001, 778-450-005, 778-450-006, 778-450-010, 778-450-011, 778-451-031, 778-451-032, 778-452-001, 778-452-002, 778-452-031, 778-452-032, 778-453-001, 778-453-002, 778-451-019, 778-451-020, 778-451-021, 778-451-022, 778-451-023, 778-451-024, 778-451-025, 778-452-008, 778-452-009, 778-452-010, 778-452-011, 778-452-012, 778-452-013, 778-451-017, 778-451-018, 778-452-014, 778-452-015, 778-452-016, 778-440-001, 778-443-001, 778-443-002, 778-443-003, 778-443-004, 778-444-001, 778-444-002, 778-444-003, 778-440-002, 778-440-003, 778-440-004, 778-440-005, 778-442-023, 778-442-024, 778-442-025, 778-442-026, 778-445-001, 778-445-002, 778-445-003, 778-445-004, 778-445-019, 778-442-010, 778-442-011, 778-442-012, 778-442-013, 778-442-014, 778-442-015, 778-442-016, 778-442-017, 778-442-018, 778-442-019, 778-442-020, 778-442-021, 778-442-022, 778-445-005, 778-445-006, 778-445-007, 778-445-008, 778-445-009, 778-445-010, 778-445-011, 778-445-013, 778-445-014, 778-445-015, 778-445-016, 778-445-017, 778-445-018, 778-440-006, 778-440-007, 778-440-008, 778-440-009, 778-440-010, 778-440-011, 778-440-012, 778-440-013, 778-440-014, 778-440-015, 778-440-016, 778-442-009, 778-445-012, 778-432-038, 778-432-039, 778-432-040, 778-432-041, 778-432-042, 778-432-043, 778-432-044, 778-432-045, 778-432-046, 778-442-029, 778-442-030, 778-442-031, 778-442-032, 778-432-030, 778-432-031, 778-432-032, 778-432-033, 778-432-034, 778-432-035, 778-432-036, 778-432-037, 778-442-033, 778-442-034, 778-442-035, 778-442-036, 778-442-037, 778-430-002, 778-430-003, 778-430-004, 778-430-005, 778-432-024, 778-432-025, 778-432-026, 778-432-027, 778-432-028, 778-432-029, 778-432-002, 778-432-003, 778-430-001, 778-430-006, 778-430-007, 778-430-008, 778-430-009, 778-430-010, 778-430-011, 778-430-012, 778-430-013; 778-432-019, 778-432-020, 778-432-021, 778-432-022, 778-432-023, 778-430-014, 778-430-015, 778-430-016, 778-430-017, 778-430-018, 778-430-019, 778-430-020, 778-432-013, 778-432-014, 778-432-015, 778-432-016, 778-432-017, 778-432-018, 778-430-021, 778-430-022, 778-430-023, 778-430-024, 778-432-004, 778-432-005, 778-432-006, 778-432-007, 778-432-008, 778-432-009, 778-432-010, 778-432-011, 778-432-012, 778-431-001, 778-431-002, 778-431-003, 778-431-004, 778-431-005, 778-431-006, 778-431-007, 778-431-008, 778-432-047, 778-432-048, 778-442-012, 778-441-013, 778-432-001, 778-441-006, 778-441-007, 778-441-008, 778-441-009, 778-441-010, 778-441-011, 778-442-001, 778-442-002, 778-442-003, 778-442-004, 778-442-005, 778-442-027, 778-442-028, 778-440-017, 778-440-018, 778-441-001, 778-441-002, 778-441-003, 778-441-004, 778-441-005, 778-442-006, 778-442-007, and 778-442-008.

Estimated total project cost: $8,200,000

Grant Recipient: Coachella Valley Housing Coalition
[24 CFR 58.2(a)(5)]

Recipient Address: 45-701 Monroe Street, Suite G
Indio, CA 92201

Project Representative: Sabrina Andrews

Telephone/Fax Number: (760) 347-3157

Conditions for Approval: (List all mitigation measures adopted by the responsible entity to eliminate or minimize adverse environmental impacts. These conditions must be included in project contracts and other relevant documents as requirements). [24 CFR 58.40(d), 40 CFR 1505.2(c)]

See Mitigation Measures Recommended (page 11).

FINDING: [58.40(g)]

_X_ **Finding of No Significant Impact**
(The project will not result in a significant impact on the quality of the human environment)

_____ **Finding of Significant Impact**
(The project may significantly affect the quality of the human environment)

Preparer Signature: _____ **Date:**_____
Name/Title/Agency: Estella Wells, Development Specialist, Economic Development Agency

RE Approving Official Signature: _____ **Date:**_____
Name/Title/ Agency: Jeff Stone, Chairman, Riverside County Board of Supervisors

FORM APPROVED COUNTY COUNSEL
BY: _____ 10/30/08
MICHELLE CLACK DATE

Statement of Purpose and Need for the Proposal: [40 CFR 1508.9(b)]

Coachella Valley Housing Coalition ("CVHC"), a nonprofit public benefit corporation, is proposing to use $630,000 in Housing Assistance Council ("HAC") Self-Help Homeownership Opportunity Program ("SHOP") 2007 Funds and $270,000 in HAC SHOP 2008 Funds to complete the construction of 205 semi-finished single lots with the intent of providing affordable and decent housing. The project consists of 40 three-bedroom units and 165 four-bedroom affordable self help housing units located on approximately 48.8 acres of land at the intersection of Tyler Street and Avenue 53 situated to the north of Avenue 53, south of Avenue 52, east of Shady Lane, and west of Tyler Street in the City of Coachella in the County of Riverside ("Project").

Description of the Proposal: Include all contemplated actions which logically are either geographically or functionally a composite part of the project, regardless of the source of funding. [24 CFR 58.32, 40 CFR 1508.25]

The project, which is still in conceptual design, consists of the construction of two hundred and five (205) affordable housing units: forty (40) three-bedroom units and one hundred sixty five (165) four bedroom units. The development will include a 1,400 square foot community building, a swimming pool, spa, an exercise gym, central interior mailroom, laundry room, and seating area. The site perimeter will be gated. Currently all 205 lots are in semi finished condition. Water, sewer, curbs, gutters, streets, street lights are in place. The last lift of asphalt and sidewalks are pending.

All units will be equipped with carpeting throughout the living areas, vinyl flooring in kitchen and bath areas, and mini blinds throughout. All units will also have a refrigerator, dishwasher, range, garbage disposal, and heat/air conditioners. The development will serve households with incomes between 35% and 80% of the Area Median Income.

The estimated total cost for the Project is approximately $8,200,000. CVHC is contributing $3,135,000 in land acquisition and development. CVHC has secured a $1,500,000 loan from HAC Rural Housing Loan Funds, $90,000 from HAC Housing Loan Program and a bank loan commitment for up to $1,775,000 for land development. CVHC has also applied for an $800,000 development loan from the California Department of Housing and Community Development Predevelopment Loan Program.

Existing Conditions and Trends: Describe the existing conditions of the project area and its surroundings, and trends likely to continue in the absence of the project. [24 CFR 58.40(a)]

The proposed project site is composed of adjoining lots bounded by Avenue 52 to the north, Airport Blvd to the south, Highway 86/111 to the east, and Jackson Street to the west. The site is approximately 48.8 acres.

Statutory Checklist

[24CFR §58.5]

Record the determinations made regarding each listed statute, executive order or regulation. Provide appropriate source documentation. [Note reviews or consultations completed as well as any applicable permits or approvals obtained or required. Note dates of contact or page references]. Provide compliance or consistency documentation. Attach additional material as appropriate. Note conditions, attenuation or mitigation measures required.

Factors	Determination and Compliance Documentation
Historic Preservation [36 CFR 800]	The proposed project is not expected to have an adverse impact on any historic, architectural or cultural resources. Sources: Riverside Co. Environmental Assessment Report. Copy of Historical Verification Report submitted to SHIPO is attached. (30 day review period ends 9/30/2009).
Floodplain Management [24 CFR 55, Executive Order 11988]	Compliance steps are not invoked. The project does not involve property acquisition, construction or improvement within a 100 year floodplain (Zones A or V) nor does it involve "critical action" within a 500 year floodplain (Zone B). The property is located in Zone X and identified by FEMA Map No. 06065C2270G.(FEMA Map Service Center: http://map1.msc.fema.gov September 2009)
Wetlands Protection [Executive Order 11990]	Compliance steps are not invoked. Compliance steps are not invoked. The Project is not located in a wetland, therefore it will not have an adverse impact on any wetlands (U.S. Fish and Wildlife Service, September 2009).
Coastal Zone Management Act [Sections 307(c),(d)]	Compliance steps on are not invoked. The Project is not located within a Coastal Zone, as Riverside County is located at least 50 miles inland (Staff Review, 2009).
Sole Source Aquifers [40 CFR 149]	Compliance steps are not invoked. The Project is not located within an area designated as being supported by a sole source aquifer, as shown on a map of "Designated Sole Source Aquifers in EPA Region IX," (SSA, 2009).
Endangered Species Act [50 CFR 402]	The Project is not expected to have an adverse impact on any endangered species The Project is note expected to have an adverse impact on any endangered species of plants or animals as it is not in a conservation area (RivCo GIS, 2009). An analysis of the sites in relation to the General Plan indicates that the project is not located in an area containing any unique plant communities nor is it located in an endangered, rare or threatened wildlife range or habitat.
Wild and Scenic Rivers Act [Sections 7 (b), (c)]	Compliance steps are not invoked. The Project is not located near a listed Wild and Scenic River. The Project will not have an effect on the natural, free flowing or scenic qualities of a river in the National Wild and Scenic River Systems(Rivers, 2009).
Air Quality [Clean Air Act, Sections 176 (c)	The sites are proposed for the development of 205 self help homes. The additional traffic and corresponding air pollution generated is not expected to have an adverse impact on ambient air quality in the City of Coachella. Sources: Riverside County General Plan.
Farmland Protection Policy Act [7 CFR 658]	The Project site is located next to urban-built up land. The Project will not result in reduction in acreage of any agricultural crop or prime farmland. No conversion of farmland within or adjacent to an agricultural preserve is expected. The Project will not impact California's inventory of significant farmland (RivCo GIS, 2009).
Environmental Justice [Executive Order 12898]	Compliance steps are not invoked. The site is suitable for the proposed use and will not be adversely impacted by adverse environmental conditions nor will it impact low-income or minority populations, instead the Project will provide affordable housing to low-income, minority populations and/or special needs groups (Staff Review, 2009).

Noise Abatement and Control [24 CFR 51 B]	There may be temporary increase in noise level during the construction of the Project; however mitigation measures set forth in the Summary of Findings and Conclusions of this Environmental Assessment will be implemented to reduce the noise level (Staff Review, 2009).
Toxic/Hazardous/Radio-active Materials, Contamination, Chemicals or Gases [24 CFR 58.5(i)(2)]	The proposed site does not appear to be located adjacent to or near hazardous operations that handle toxic chemicals. No potential contaminants of concern are noted. Past use of the adjacent properties as agricultural, commercial and residential land may have contributed to contamination at the target property. Surface soil sampling to check for the presence of pesticides at the target property was conducted. Concentrations for pesticides do not pose a threat to public health or underlying groundwater and do not warrant further investigation. Any impacts created will be addressed through the development review process and mitigated through conditions of approval as deemed appropriate by the responsible reviewing agencies. Future uses on the site are not expected to create a significant hazard to residents, employees and visitors to the site. (http://geotracker.waterboards.ca.gov, SCA Phase I Environmental Report, Geocon Consultants, Inc., and Staff Review, 2009).
Siting of HUD-Assisted Projects near Hazardous Operations [24 CFR 51 C]	The proposed project is not located adjacent to or near hazardous operations handling petroleum or chemicals of an explosive or flammable nature. No service stations, chemical and petroleum manufacturers, or automotive repair facilities were noted at or in the immediate vicinity of the site. As a result, no recommendations for site clean-up or remediation were made. Future uses on the site are not expected to create a significant hazard to residents, employees and visitors to the site (Sources: Phase I Environmental Site Assessment and Staff Review September, 2009).
Airport Clear Zones and Accident Potential Zones [24 CFR 51 D]	The proposed site is located within an airport influence area, however, the project is not adversely impacted by a military airfield. The closest airport, Jacqueline Cochran Airport, located in Thermal, is over 3 miles from the project site. (Riv. Co. Environmental Assessment Report and Riverside County General Plan. http://www3.tlma.co.riverside.ca.us/pa/rclis/viewer.htm)

Environmental Assessment Checklist

[Environmental Review Guide HUD CPD 782, 24 CFR 58.40; Ref. 40 CFR 1508.8 &1508.27]

Evaluate the significance of the effects of the proposal on the character, features and resources of the project area. Enter relevant base data and verifiable source documentation to support the finding. Then enter the appropriate impact code from the following list to make a determination of impact. **Impact Codes**:

(1) - No impact anticipated;
(2) - Potentially beneficial;
(3) - Potentially adverse;
(4) - Requires mitigation;
(5) - Requires project modification.

Note names, dates of contact, telephone numbers and page references. Attach additional material as appropriate. Note conditions or mitigation measures required.

Land Development	Code	Source or Documentation
Conformance with Comprehensive Plans	1	The proposed sites have a Residential Density zoning allowing single family housing development. Riverside County TLMA maintains information by street address. No street addresses are currently associated with the site which will consist of two hundred five (205) units comprised of forty (40) three bedroom and one hundred sixty-five (165) four bedroom units. Any impacts created by this development will be addressed through the development review process and mitigated through conditions of approval as deemed appropriate by the responsible reviewing agencies, the Planning Commission and City Councils. (Riverside Co. Planning Department. http://www3.tlma.co.riverside.ca.us/pa/rclis/viewer.htm and Staff Review, 2009).
Compatibility and Urban Impact	1	The Project is compatible with neighboring and surrounding lands uses as there are a mixture of vacant land and residential development (Staff Review, 2009).
Slope	1	The project site is not located in a mountainous area in the General Plan. Topographically, the site is comprised of relatively flat parcels of land. The design and construction of the project is not expected to create any manufactured slopes. No adverse impacts are expected regarding slopes. Sources: Riverside County General Plan and Riv. Co. Environmental Assessment.
Erosion	1	At present, the proposed project sites consist of weeds and scattered brush and is not eroded. Construction activities during the grading and construction phase of the development may cause erosion. Any impacts created will be addressed through the development review process and mitigated through conditions of approval as deemed appropriate by the responsible reviewing agencies. Sources: Riv. Co. Assessment Study, RCIP, and EDA Staff Review - September 2009.
Soil Suitability	1	Soil assessment revealed evidence of organochlorine pesticide concentrations in shallow soil onsite, however, these levels do not pose a risk to public health or underlying groundwater. (Geocon Consultants, Inc. Phase I Environmental Assessment and Staff Review, September 2009)
Hazards and Nuisances including Site Safety	1	There are no known hazards nor are there any known nuisances that are expected to be created by or effect the Project (GeoTracker, 2009).

Energy Consumption	1	Due to the increase in residential density, there is a potential for an increase in energy consumption. Energy efficient appliances will be installed and rough tolerant plants and landscaping will adhere to the surrounding environment (Staff Review, 2009).
Noise Contribution to Community Noise Levels	1	Noise levels may increase during construction of the Project, but will adhere to General Plan Ordinances. No exposure of people to severe noise levels are expected. Mitigation measures set forth in the Summary of Findings and Conclusions of this Environmental Assessment will be implemented during the construction phase of the Project (Staff Review, 2009).
Air Quality Effects of Ambient Air Quality on Project and Contribution to Community Pollution Levels	1	The Project may have a temporary impact of offensive odors and additional dust due to operation of heavy equipment, including gas or diesel vehicles (Staff Review, 2009). There may be an adverse impact to the air quality; however, mitigation measures set forth in the Summary of Findings and Conclusions of this Environmental Assessment will be implemented to reduce this impact.
Environmental Design Visual Quality - Coherence, Diversity, Compatible Use and Scale	1	The proposed development is located in an existing residential area. The Project will be compatible to surrounding areas, therefore, no adverse impacts are expected relating to visual quality, coherence, diversity, compatible uses, and scale (Staff Review, 2009).

Socioeconomic	**Code**	**Source of Documentation**
Demographic Character Changes	1	The Project will not alter or have an adverse impact on the demographics, nor will it significantly or adversely alter the character of other adjacent areas (Staff Review, 2009).
Displacement	1	No impact issues relating to displacement are expected as the site is vacant (Staff Review, 2009).
Employment and Income Patterns	2	Project construction is expected to generate some temporary part-time construction jobs; however, employment and income patterns in the area are not expected to be significantly impacted in any adverse way (Staff Review, 2009).

Community Facilities and Services	**Code**	**Source of Documentation**
Educational Facilities	1	The Project may have a minimal increase in students, however, it will not result in a need for new or altered schools. There are six elementary schools and two middle schools in the City of Coachella as well as four high schools in the Community of Thermal. In addition, the developer is required to pay applicable school fees prior to issuance of any building permits (Staff Review, 2009).
Commercial Facilities	1	No adverse impact are expected since the land use and zoning for the current use of the Project will not impact commercial facilities (Staff, 2009).
Health Care	1	The proposed construction will not have an adverse impact on existing health care facilities and medical practitioners nor result in new construction of health care facilities in the Eastern Coachella Valley. Major medical care is available at John F. Kennedy Memorial Hospital in Indio, which has a combined capacity of over 135 beds (Staff Review, 2009).

Social Services		1	The Project may have a minimal increase in existing social services, however no adverse impacts are expected. Most social services provided by the County are dispensed through offices located in Palm Springs, Cathedral City, and Indio. Offices of the Department of Social Services and the Senior Nutrition Program are located in City of Cathedral City, while services related to mental health and drug abuse are located in Palm Springs. (Staff Review, 2009).
Solid Waste		1	The proposed project will not have a significant or adverse impact on issues relating to solid waste, No adverse impacts are expected. (Riv. Co. Assessment Study and Staff Review, September 2009).
Waste Water		1	The proposed construction project will generate additional waste water. However, any impacts created by this development will be addressed through the development review process and mitigated through conditions of approval as deemed appropriate by the responsible reviewing agencies. As such, no adverse impacts relating to waste water issues are expected. (Staff Review, 2009)
Storm Water		1	The Project will be designed in a manner that perpetuates the existing natural drainage patterns with respect to the tributary drainage areas, outlet points and outlet conditions; therefore no adverse impacts are expected (Staff Review, 2009).
Public Safety Police		1	Police protection in the project area is provided by the County Sheriff Department, as the City of Coachella contracts with the County Sherrif's Department. The project will result in a minimal increment of population that will be added to the area and is expected to have no adverse impact on the police protection. (City of Coachella http://www.coachella.org/index.aspx?nid=74 and Staff
Fire		1	The proposed development is not expected to have an adverse impact on fire protection services due to the size of the project and the minimal increment of population that is expected to be added to the area. The City of Coachella contracts with the County Fire Department.Sufficient service is currently provided by the County Fire Department. However, any impacts created by the proposed development will be addressed through the development review process and mitigated through conditions of approval as deemed appropriate by the responsible reviewing agencies (Staff Review, 2009).
Emergency Medical		1	The Project will not have an adverse impact on emergency medical increases. The City of Coachella contracts with the Riverside County Fire Department which includes emergency medical services (Staff, 2009). The developer shall comply with all rules, laws, ordinances and regulations of the Riverside County Fire Department.
Open Space and Recreation Open Space		1	The proposed construction is not expected to have a significant or adverse impact on open space resources in the City of Coachella. (Staff, 2009).
Recreation		1	Development of the Project will result in incremental increases in the demand for parkland and recreational services. The collection of Quimby fees and other park impact fees will assist in funding any additional facilities required to adequately meet impacts created by additional development within the City, thereby reducing any impacts (Staff, 2009).
Cultural Facilities		1	Development of the Project will result in incremental increases in the demand for cultural facilities. The collection of Quimby fees and other park impact fees will assist in funding any additional facilities required to adequately meet impacts created by additional development within the City, thereby reducing any impacts (Staff, 2009).

Transportation	1	The Project may generate an incremental increase in additional vehicular movement, however, current street system will not be adversely impacted. No substantial impact upon existing transportation systems is expected. (RivCo, 2009).

Natural Features	Code	Source or Documentation
Water Resources	1	Domestic water services are primarily provided by the Coachella Valley Water District. The proposed project is not expected to have an adverse or significant impact on water resources in the City of Coachella. (Riverside County General Plan, GEOCON Consultants, Inc. Phase I Assessment, and Coachella Valley Water District)
Surface Water	1	The Project will not have any adverse impacts on expected surface water or drainage. Water flows will be off-site via natural site contours and street sheet flow (Eilar, 6).
Unique Natural Features and Agricultural Lands	1	The Project will not have an adverse impact on any unique natural features. In addition, it will not impact any historical features or agricultural lands (RivCo, 2009).
Vegetation and Wildlife	1	The proposed development is not expected to have an adverse or significant impact on wildlife and vegetation. Any impacts created by the proposed development will be addressed and mitigated through condition of approval as deemed appropriate by the responsible reviewing agencies. Vegetation on the site consists of scattered brush and weeds. (Riverside County General Plan; Staff Review, 2009).

Other Factors	Code	Source or Documentation
Flood Disaster Protection Act [Flood Insurance] [§58.6(a)]	1	Compliance steps are not invoked. The Project is located on the Federal Emergency Management Agency's Flood Insurance Rate Map (FIRM) Number 06065C2270G in Zone X (FEMA, August 2009). It is not within the 100 years floodplain.
Coastal Barrier Resources Act/Coastal Barrier Improvement Act	1	Compliance steps on are not invoked. The Project is not located within a Coastal Zone, as Riverside County is located at least 50 miles inland (Staff, 2009).
Airport Runway Clear Zone or Clear Zone Disclosure [§58.6(d)]	1	The proposed site is located within an airport influence area, however, the project is not adversely impacted by a military airfield. The closest airport, Jacqueline Cochran Airport, located in Thermal, is over 3 miles from the project site. The Project is not expected to have any significant impact. (RivCo GIS, 2009).

Summary of Findings and Conclusions

The Project will compliment as well as benefit the surrounding land uses. The construction of the Project will provide jobs and increase affordable housing units.

ALTERNATIVES TO THE PROPOSED ACTION

Alternatives and Project Modifications Considered [24 CFR 58.40(e), Ref. 40 CFR 1508.9] (Identify other reasonable courses of action that were considered and not selected, such as other sites, design modifications, or other uses of the subject site. Describe the benefits and adverse impacts to the human environment of each alternative and the reasons for rejecting it.)

None.

No Action Alternative [24 CFR 58.40(e)]

(Discuss the benefits and adverse impacts to the human environment of not implementing the preferred alternative).

No action for the construction of the Project will leave the site vacant and incompatible with the surrounding area as it is adjacent to residential neighborhoods. Leaving the Project site unimproved could adversely affect the environment, subject to vandalism and trash dumping that could lead to hazardardous conditions.

Mitigation Measures Recommended

[24 CFR 58.40(d), 40 CFR 1508.20]

(Recommend feasible ways in which the proposal or its external factors should be modified in order to minimize adverse environmental impacts and restore or enhance environmental quality.)

Noise:

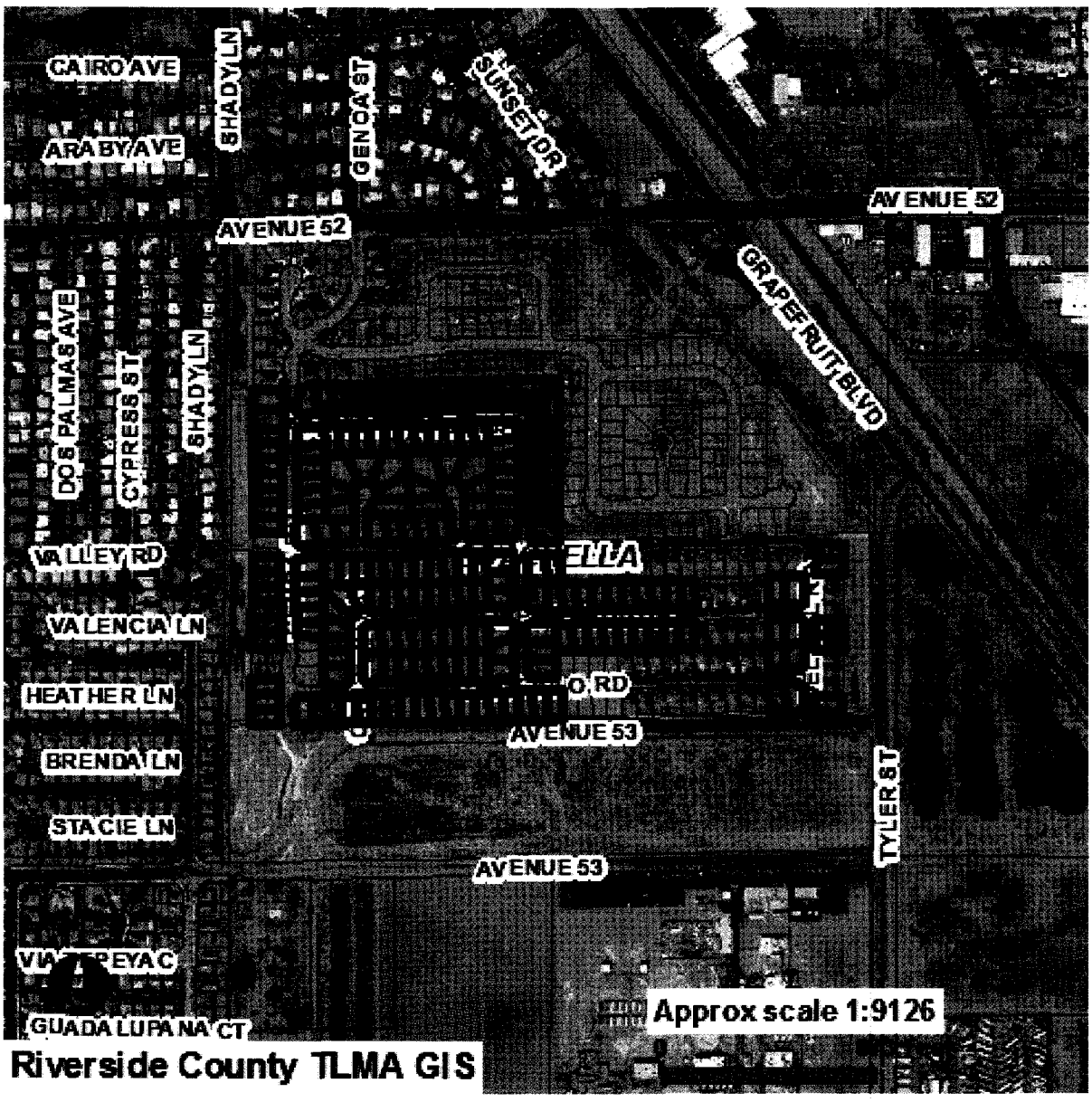
1) The Applicant shall submit a construction related noise mitigation plan to the City of Coachella for review and approval. The plan shall depict the number, types, and location(s) of construction equipment and how the noise from the equipment will be reduced during construction.

2) The Applicant shall limit all construction-related activities that would result in high noise levels according to the construction hours to be determined by the City of Coachella.

List of Sources, Agencies and Persons Consulted [40 CFR 1508.9(b)]

- Riverside County General Plan
- Phase I Cultural Resource Survey by Archeogroup dated August 2009.
- Geotechnical Investigation by Sladden Engineering dated March 2005.
- Phase I Environmental Site Assessment by Geocon Consultants, Inc. dated July 2005. *Phase One Environmental Site Assessment Update, Coachella 265, Tentative Tract 31533, Coachella, California, July* 2005.
- Economic Development Agency Staff Review (Staff). September 2009.
- City of Coachella. http://www.coachella.org
- National Wild and Scenic Rivers (Rivers). http://www.rivers.gov/maps.html. Retrieved September 2009.
- Riverside County Geographic Information Systems (RivCo GIS).
- State of California: State Water Resources Control Board Geotracker (Geotracker). http.//geotracker.swrcb.ca.gov. Retrieved September 2009.
- U.S. Environmental Protection Agency: Sole Source Aquifer (SSA). http://cfpub.epa.gov/safewater/sourcewater/sourcewater.cfm?action=SSAJune. Retrieved September 2009.
- U.S. Fish and Wildlife Services: National Wetlands Inventory (Wetlands) http://www.fws.gov/wetlands/data/Mapper.html. Retrieved September 2009.

EXHIBIT "A"
Project Site
RIVERSIDE COUNTY GIS



Selected parcel(s):

778-430-001	778-430-002	778-430-003	778-430-004	778-430-005	778-430-006	778-430-007
778-430-008	778-430-009	778-430-010	778-430-011	778-430-012	778-430-013	778-430-014
778-430-015	778-430-016	778-430-017	778-430-018	778-430-019	778-430-020	778-430-021
778-430-022	778-430-023	778-430-024	778-431-001	778-431-002	778-431-003	778-431-004
778-431-005	778-431-006	778-431-007	778-431-008	778-432-001	778-432-002	778-432-003
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778-432-032	778-432-033	778-432-034	778-432-035	778-432-036	778-432-037	778-432-038

778-432-039	778-432-040	778-432-041	778-432-042	778-432-043	778-432-044	778-432-045
778-432-046	778-432-047	778-432-048	778-440-001	778-440-002	778-440-003	778-440-004
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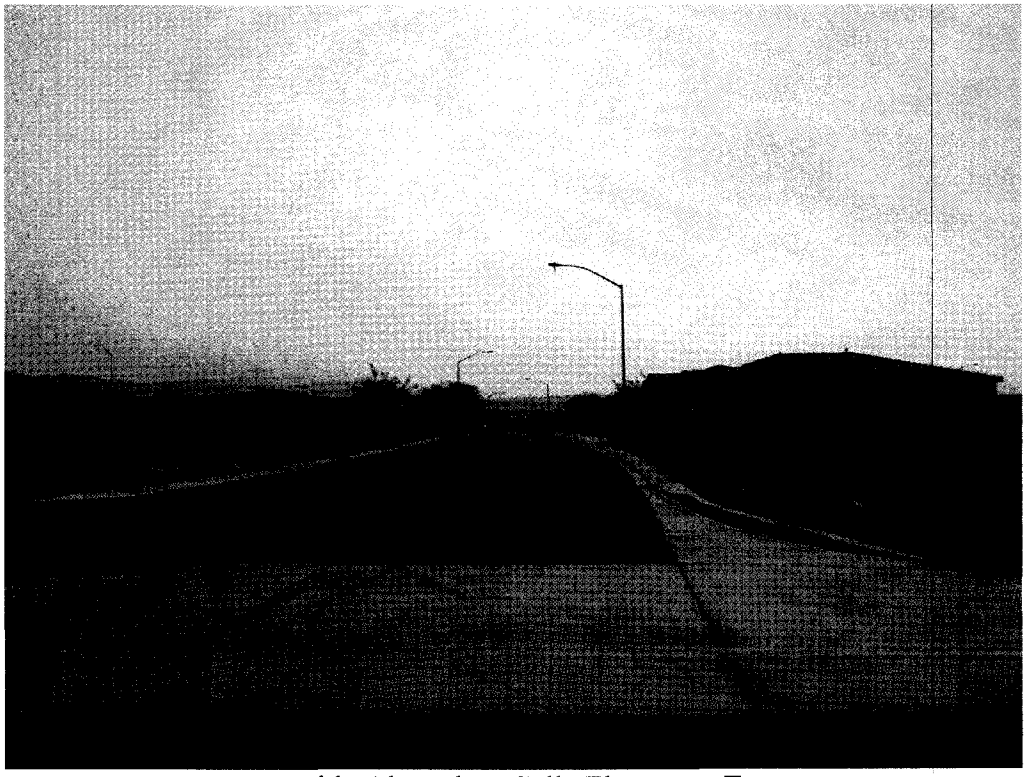
778-444-002	778-444-003	778-445-001	778-445-002	778-445-003	778-445-004	778-445-005
778-445-006	778-445-007	778-445-008	778-445-009	778-445-010	778-445-011	778-445-012
778-445-013	778-445-014	778-445-015	778-445-016	778-445-017	778-445-018	778-445-019
778-450-001	778-450-005	778-450-006	778-450-010	778-450-011	778-451-017	778-451-018
778-451-019	778-451-020	778-451-021	778-451-022	778-451-023	778-451-024	778-451-025
778-451-031	778-451-032	778-452-001	778-452-002	778-452-008	778-452-009	778-452-010
778-452-011	778-452-012	778-452-013	778-452-014	778-452-015	778-452-016	778-452-031
		778-452-032	778-453-001	778-453-002		

IMPORTANT
This information is made available through the Riverside County Geographic Information System. The information is for reference purposes only. It is intended to be used as base level information only and is not intended to replace any recorded documents or other public records. Contact appropriate County Department or Agency if necessary. Reference to recorded documents and public records may be necessary and is advisable.

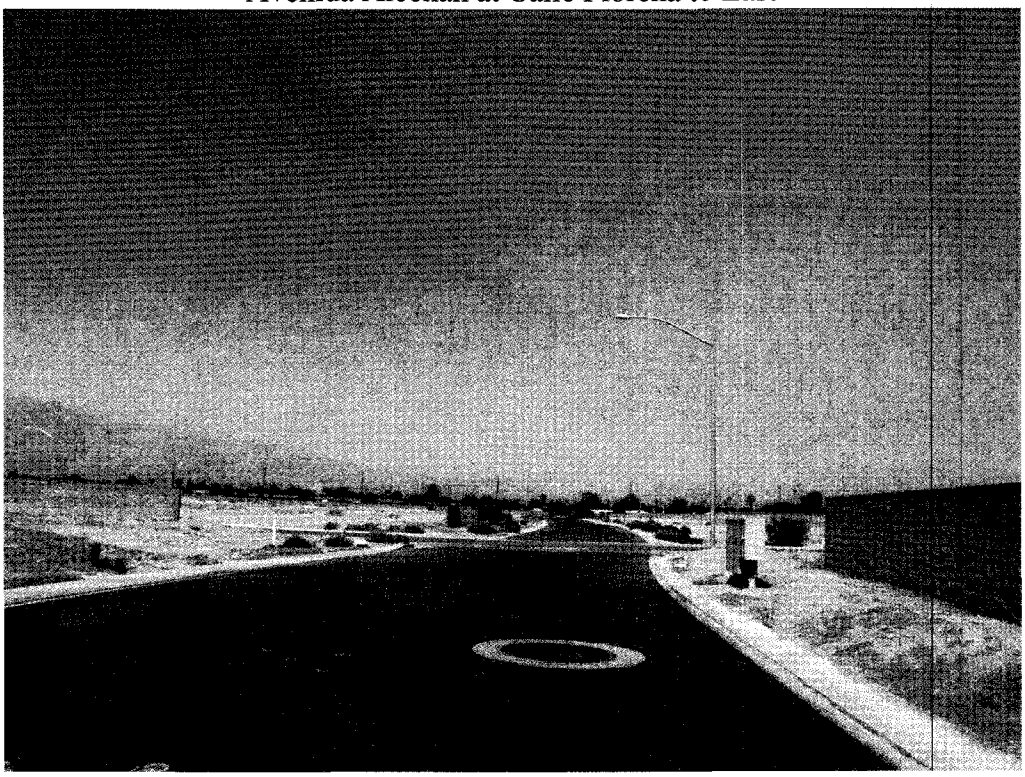
REPORT PRINTED ON...Thu Aug 13 16:26:53 2009

Avenida Grace and Calle Emelia

Adriana Court from North to South

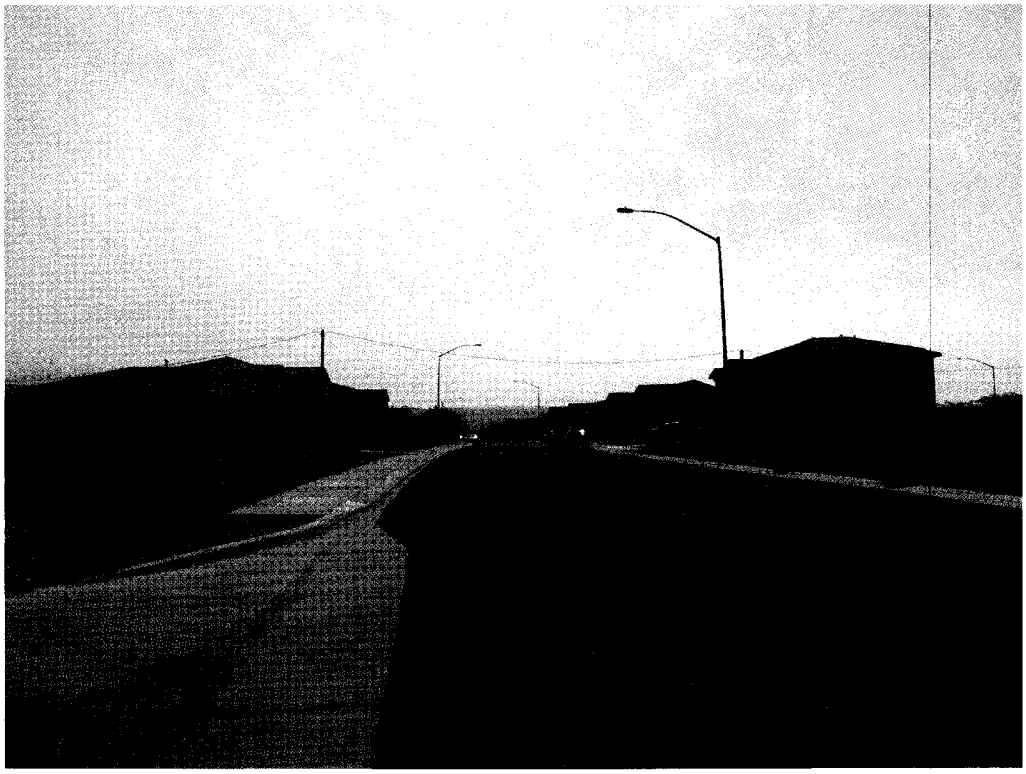


Avenida Aleenah at Calle Florena to East

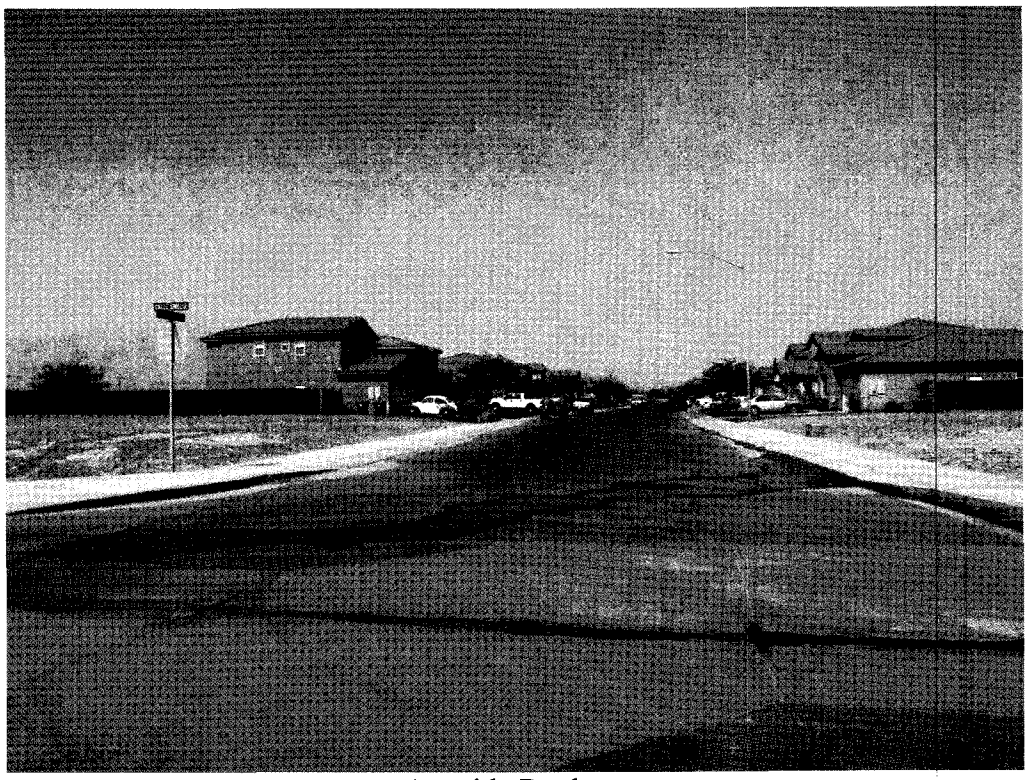


Avenida Aleenah at Calle Florena to West

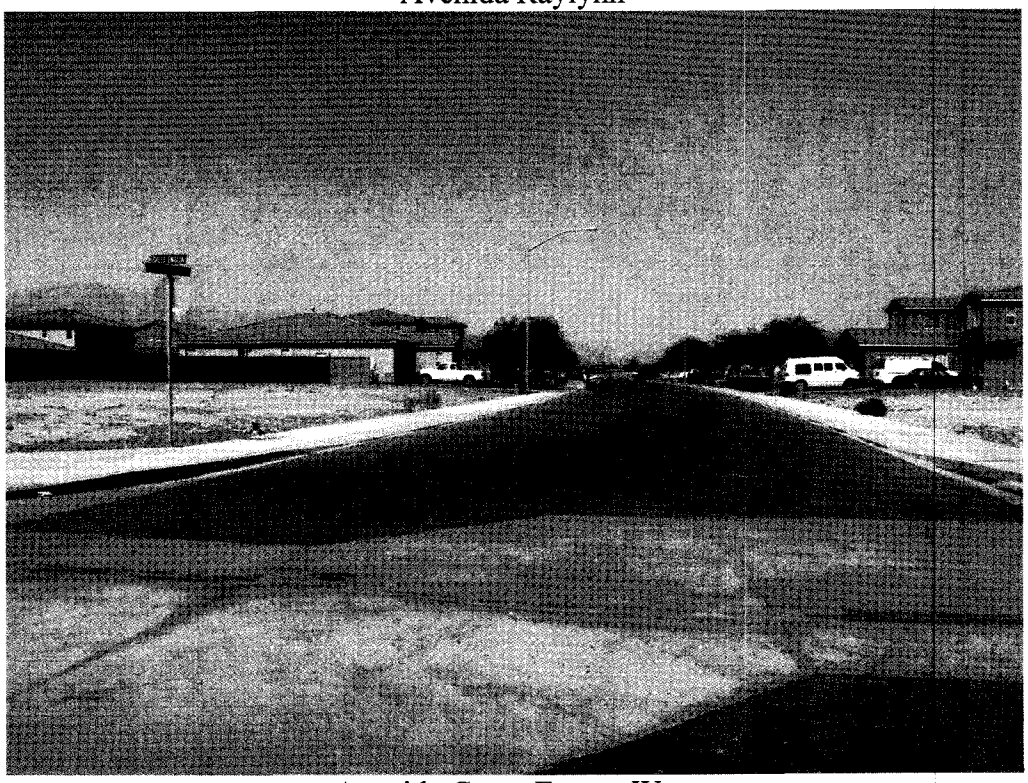
Avenida Aleenah at Calle Emelia to East



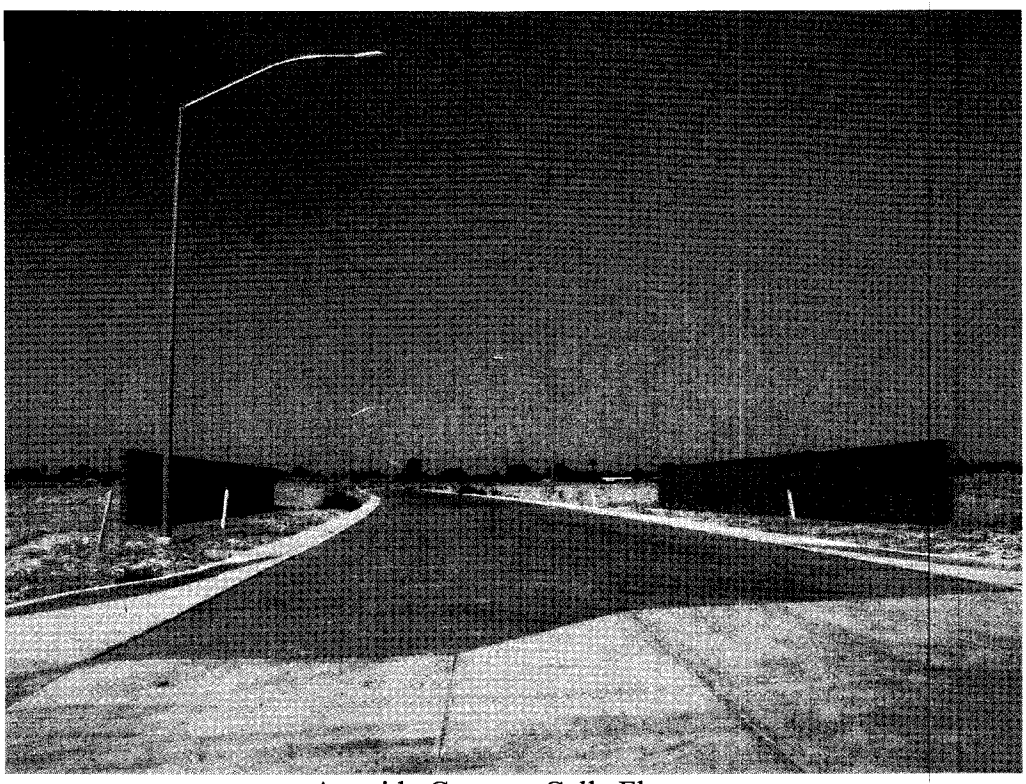
Avenida Raylynn at Calle Florena



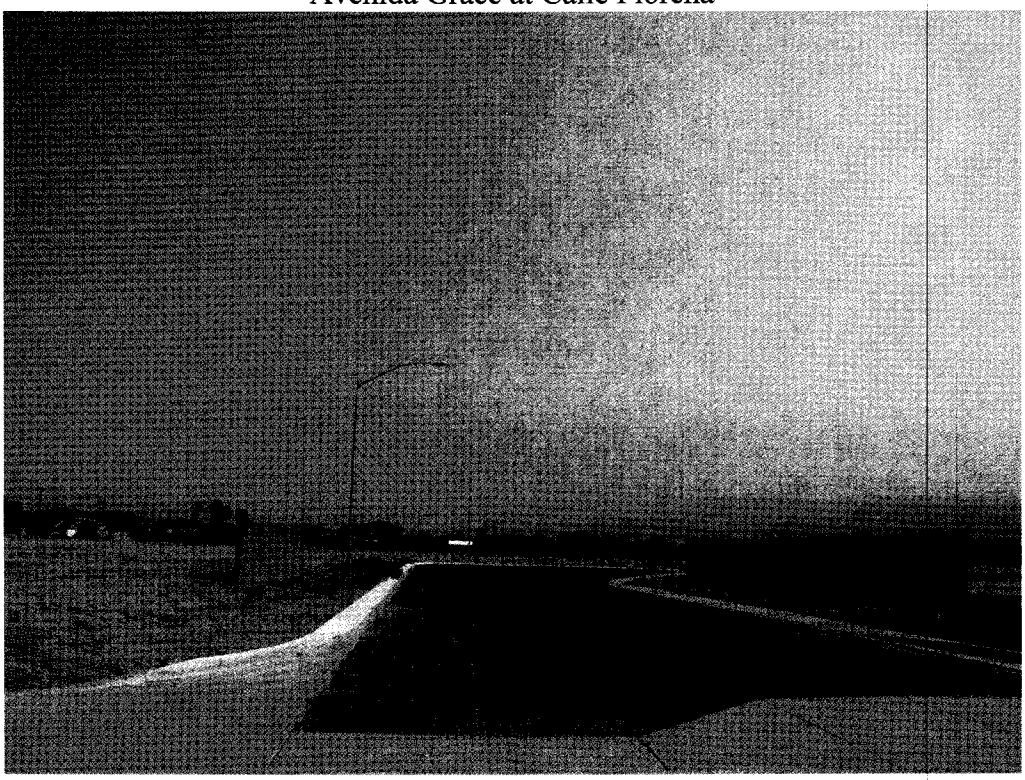
Avenida Raylynn



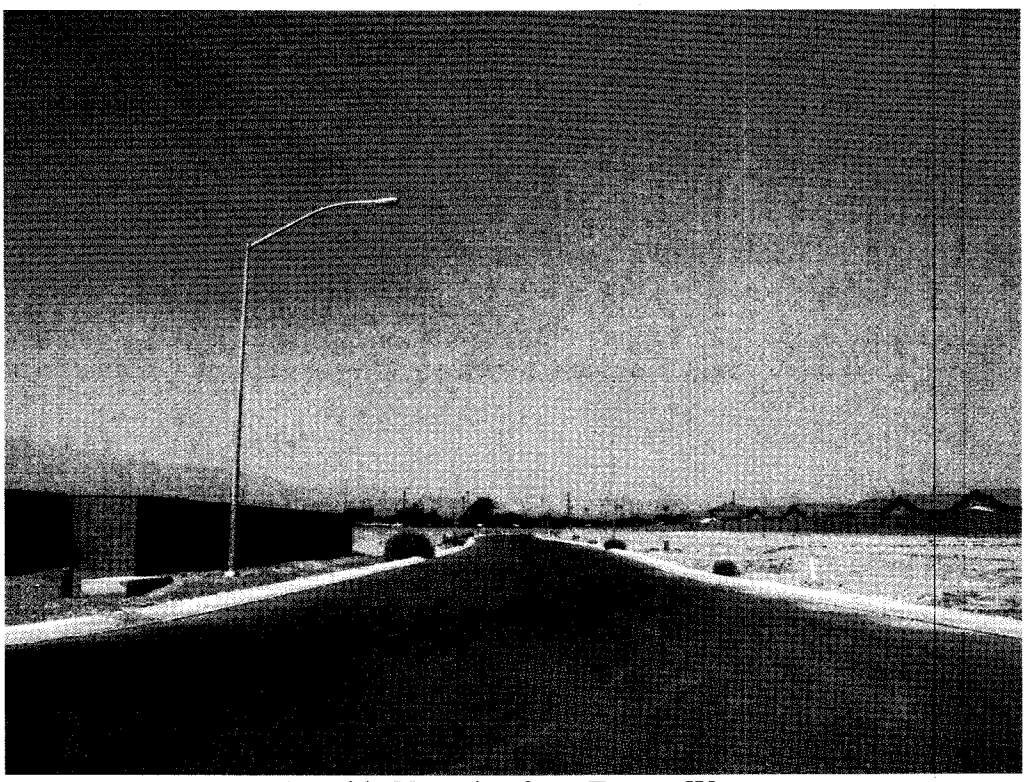
Avenida Grace East to West



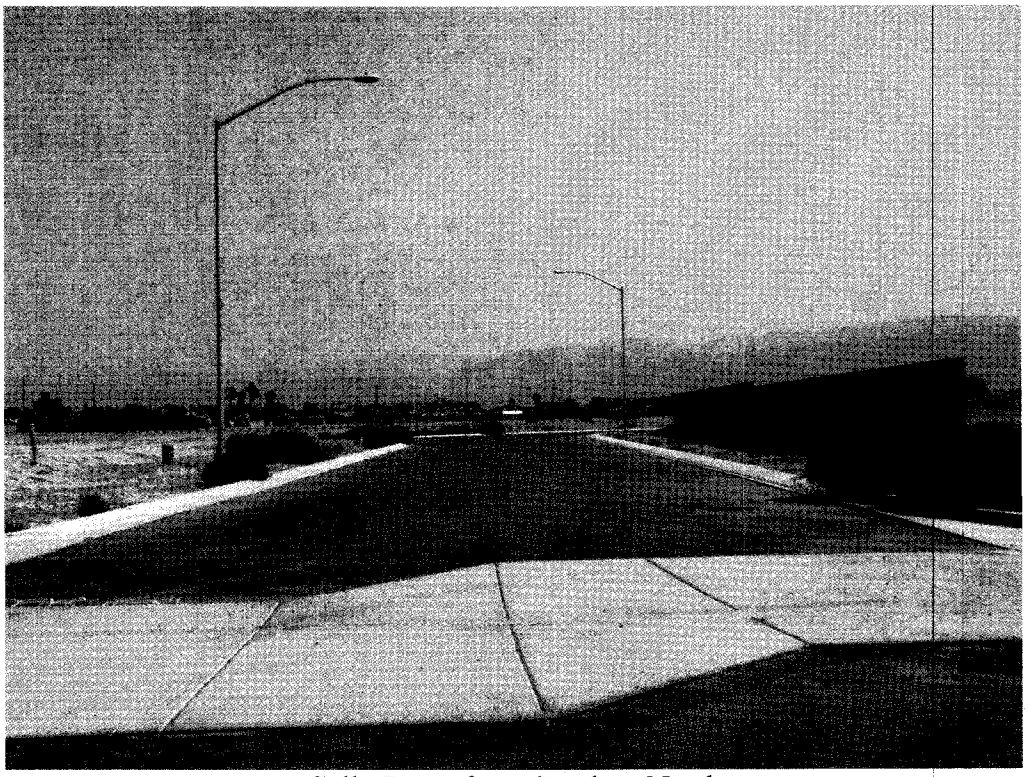
Avenida Grace at Calle Florena



Adriana Court from South to North

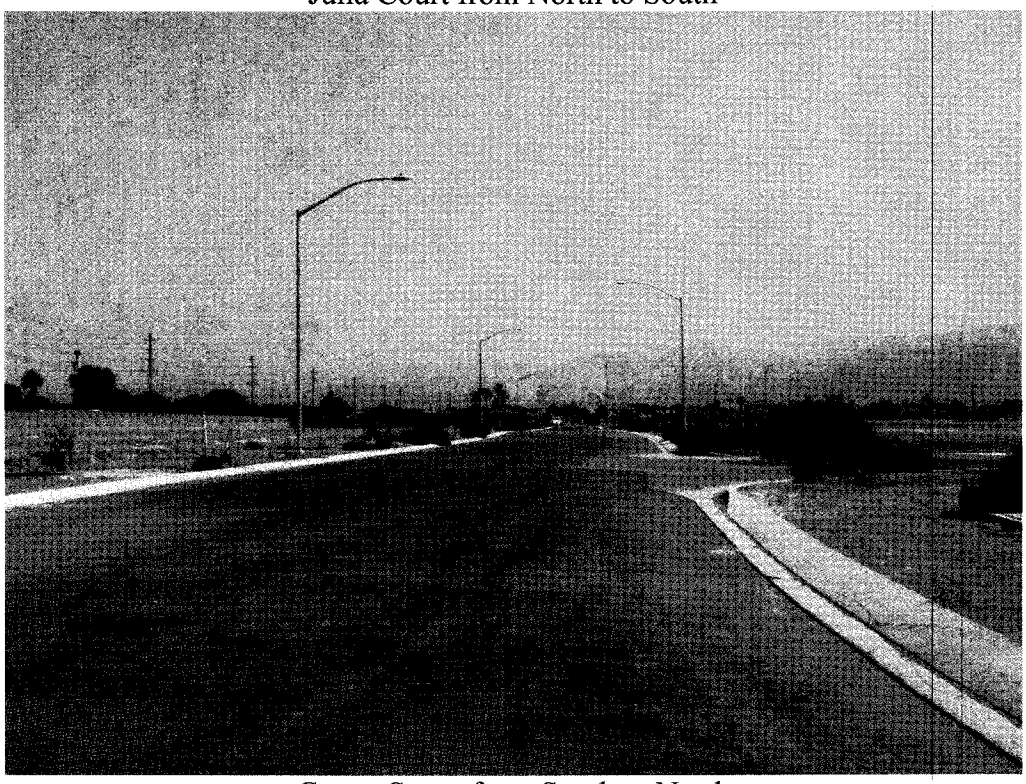


Avenida Veronica from East to West



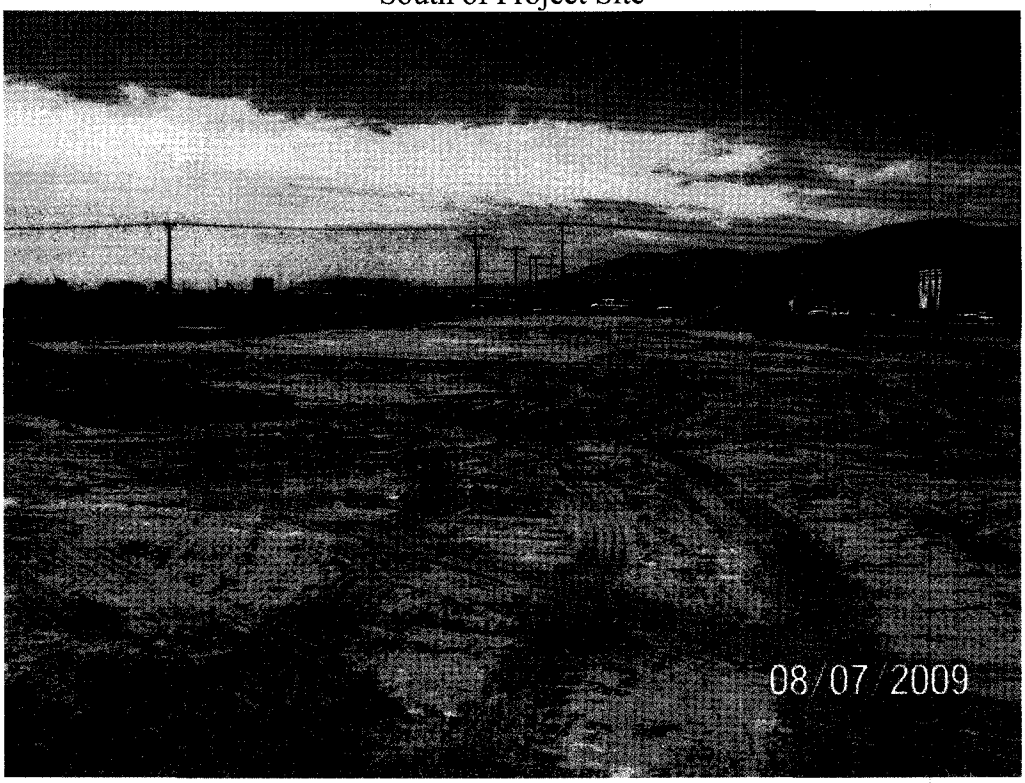
Calle Joyce from South to North

Julia Court from North to South



Genoa Street from South to North

South of Project Site



East of Project Site

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

843

FROM: Economic Development Agency

SUBMITTAL DATE:
October 27, 2009

SUBJECT: Approval of Service Agreement with Admit One Products

RECOMMENDED MOTION: That the Board of Supervisors approve the Sole Source Purchase Agreement by and between Admit One Products and the County of Riverside for printed admission and parking tickets, E-Ticket service, Point-of-Sale (POS) ticket printing equipment, security bar coded entry badges, and access scanners that provide reporting of ticket sales and entry reports in the amount of $37,305.00.

BACKGROUND: Riverside County Fair and National Date Festival is in need of printed admission and parking tickets, E-Ticket service, POS ticket printing equipment, entry badges for vendors and staff members, and access scanners for our annual Fair held in Indio from February 12th through 21st, 2010.

(Continued)

Dan Martinez for

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA				
	Current F.Y. Total Cost:	$ 37,305.00	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:

SOURCE OF FUNDS: Fair time Admissions Revenue

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION: APPROVE

BY: Jennifer L. Sargent

County Executive Office Signature

Purchasing: Mark Seiler, Assistant Director

Departmental Concurrence

Dep't Recomm.: ☐ Consent ☒ Policy

Per Exec. Ofc.: ☐ Consent ☑ Policy

Prev. Agn. Ref.:
ATTACHMENTS FILED WITH
THE CLERK OF THE BOARD

District: 4

Agenda Number: 3.58

EDA-[illegible]F11
Form 11 (Rev 06/2003)

BACKGROUND: (Continued)
Admit One Products has the capability to provide the Riverside Date Festival with an admission system and hard ticket printing solutions all from one company which will ensure secure entry access as well as accountability in providing reporting for ticket sales and entry data.

Admit One Products is unique in that it is the only company that can offer a complete one stop source for all of our admission needs enabling EDA to utilize just one company for our event. It is recommended that the Board of Supervisors approve the Sole Source Agreement, see Exhibit "A", and the Admit One Proposal, see Exhibit "B" attached. No other suppliers are capable of providing all of the above required services.

Exhibit A

Date: October 26, 2009

From: Dan Martinez, Managing Director of EDA

Agency: Economic Development Agency – Fair & National Date Festival

To: Board of Supervisors

Via: Purchasing Agent

Subject: Sole Source Procurement; Request for Agreement of Admission and Access Control for the 2010 National Date Festival.

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. If over $25,000 the service or product must have Board of Supervisor approval.

Supply/Service being requested: Purchase of printed admission tickets to include bar coding for security purposes and printed parking tickets, E-Ticket service, Point-of-Sale (POS) ticket printing equipment, security bar coded entry badges, and access scanners that provide reporting of ticket sales and entry.

Supplier being requested: Admit One Products

Alternative suppliers that can or might be able to provide supply/service: No other supplier is known to provide all encompassed services. Other suppliers offer one part of the service, however, do not encompass all needed areas.

Extent of market search conducted:
Scope of service provision was inquired to Dillingham Ticket Co. and Extremetix, Inc. Dillingham Ticket Co. has been used in years prior for printed tickets and Extremetix, Inc. has been used for E-Ticket service. Neither company offers a combined scanning system that will incorporate bar coding on printed admission tickets, vendor and staff badges, as well as E-Tickets and allow access scanners to read all admissions to the Fair.

Unique or proprietary features of the supply/service being requested from this supplier, which no alternative supplier can provide:
The access scanning system reads all bar coding from all sources of admissions as the vendor provides the needed linking bar codes.

Reasons why my department requires these unique features and what benefit will accrue to the county:
The access scanning system provides reports for all ticket POS sales and admission entry. The access reports will allow for better security of the Fair and will allow management to manage the admission flow at the gates with information not previously available. The POS system also reduces cash handling errors as Ticket Sellers will utilize the sales transaction receipts.

Exhibit A

Price Reasonableness:
The total price of $37,305 for the entire package is an additional cost of $17,000 over the printed ticket price from last year. Of the total price, the printed ticket prices are approximately 10% lower than prior year and the E-Ticket convenience fees charged by Admit One are less than previously used vendor. The cost of the Point of Service ticket paper is about $1,000 higher than the equivalent printed tickets, however, all unused paper will be purchased back by Admit One reducing the total cost. The total cost of the Point-of-service system is offset by the available sponsorship revenues that will be generated from coupons that can be printed from the system which will allow for advertising of our sponsors. The total price of this Point-of-Sale system will be further offset by staff time saved for reporting purposes as reports will now be tracked and generated by the system. This total cost includes $5,000 for possible emergency ticket prints or technical support needs and is not expected to be expensed.

Does moving forward on this product or service further obligate the county to future similar contractual arrangements?
No. The county would not be obligated to additional contractual or service arrangements.

How long will the County require this service or product?
The Fair will require these services for the 2010 National Date Festival from February 12th, 2010 through February 21st, 2010.

Department Head Signature **Date**

Purchasing Department Comments:

Approve Approve with Condition/s Disapprove

10-28-09

Purchasing Agent **Date**

Form # 116-333 rev 4/22/05

Exhibit B

ADMIT ONE PRODUCTS

YOUR COMPLETE SOURCE FOR ALL EVENT NEEDS

2009-2010 Admission Ticket & Equipment Proposal

Online Ticketing, Access Control and More....

(CONFIDENTIAL)

October 27, 2009

Quotation prepared for:

Mary Ellen Wilson
Supervising Accountant
Riverside County Economy Development Agency

for

2010 Riverside Date Festival

Mary Ellen Wilson
Supervising Accountant
Riverside County Economic Development Agency
1325 Spruce St, Suite 400
Riverside, CA 92507

Dear Mary,

Thank you for your interest in Admit One Products and our various admission solutions. We appreciate the opportunity to quote you on all of your admission ticketing needs and provide you with our proposal.

As you are aware from my earlier presentation, we are unique in the marketplace since we are one, if not the only company, that can offer you a complete one stop solution in the ticket industry. By offering our customers a one stop source for all of their admission needs it enables our customers to save time by dealing with just one company with the added confidence that all types of admission products for their event including admission tickets, credentials, daily passes, season passes, e-tickets, Kiosk tickets and more will be under one easy report, integrated together, printed accurately and fulfilled by one company.

Admit One Products is committed to providing you with the highest quality solutions and products. We look forward to working with your team and the opportunity to serve you this coming year.

Sincerely,

Michael O'Keefe
CEO/President
Admit One Products

NOTICE OF CONFIDENTIALITY:

This document and the information contained in it are confidential and are the property of Admit One Products. They may not be in any way disclosed, copied, or used by anyone except as expressly authorized by Admit One Products. The document should always be kept in a secure place and should be destroyed or returned to Admit One Products when it is no longer needed.

Furthermore, the enclosed material is time sensitive and is therefore considered firm thirty days from the above date. Admit One Products reserves the right to modify any of the enclosed or related details thereafter. This proposal, and the pricing outlined herein, is only valid when purchased as complete hardware, software, ticketing and service solution.

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- 1.3 New Features/Benefits

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- B. Time Line for Equipment
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- **3.1 KIOSK Ticket Machines**
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- **3.3 KIOSK information and screen shot presentation**

4 **Customer Service Staff**

5 **2010 Ticket and Wristband Pricing**

6 **2010 Fair Pricing Summary Quick Overview**
- ➢ Discounts Available

7 **Tentative Implementation Schedule**

8 **ACTIV Communications Diagram, Plot Plan and Partnership**

1 Executive Summary

1.1 Introduction

Admit One Products (AOP) was established in 2002 to address the ticketing needs of events across the nation. AOP formed a team with over 50 years of combined experience in the admission and access control industry. We have established valued relationships with 1000's of clients including fairs, festivals, events, concert venues, and showcase houses handling their admission needs. Our competitive advantage is established through our Internet Web Applications and our wide variety of stock and custom products and solutions all available from one company. We believe that having one central point of contact can assure more accuracy in managing all aspects of ticket ordering and fulfillment processes.

The purpose of this proposal is to address the Riverside Date Festival's needs and provide the best solution for all your admission ticketing needs.

1.2 One Source – One System

AOP has the capability to provide the Riverside Date Festival with an admission system and hard ticket printing solutions all from one company which will in turn:

- Provide guest with an impressive experience of convenience through the use of technology
- Increase sale opportunities by empowering more guests to purchase online or through onsite KIOSK machines
- Provide secure, audited and controlled bar coded Admission tickets, credentials and passes
- Provide scanning technology that addresses multiple gates, real time inventory, reporting, fast scan speed rates and duplicate scan checks
- Simplify admission operations with comprehensive software, hardware, and services
- Provide set up and onsite tech service
- Provide a central point of contact for all your orders saving you time and money

1.3 New Features/Benefits for 2009

AOP Features	Riverside Date Festival Benefits
New Scanner Software	Increases scan speed which increases put through rate at the gate
POS Ticket Machines	Print on Demand at the gate, add coupons, receipts or a survey to every order
Cellular Wireless Scanning	Offers a solution for remote gates
KIOSK Machine Option	Reduces labor, handles credit cards and e-ticket reprints
Full Color Ticket Printing with new security features and options	Fast, accurate, dependable and secure ticket and pass printing

2 Point of Sale (POS) Ticketing System

2.1 POS Ticket Equipment and Thermal Paper

A) Ticket (POS) Terminals:

- ✓ AOP to provide: 12 Ticket Terminals which will include a terminal, printer and cables plus 1 back up ticket terminal (No charge)
- ✓ Fair to supply: Power and Internet connection to each terminal

B) Time Line for Equipment:

- ✓ 2 POS machines needed from February 1-22nd, 2010 (22 days)
- ✓ 10 POS machines needed from February 12-21, 2010 (10 Days)
- ✓ 1 POS machine provided to fair as back up February 12-21, 2010 (10 days)

C) Onsite Locations of Ticket Terminals:

- ✓ 7 POS Systems for North Gate 1
- ✓ 4 POS systems for South Gate 1
- ✓ 1 POS system with keyboard to stay in Ticket Office area as the "Master" unit
- ✓ 1 POS – Back up Machine – No Charge to Fair

D) Equipment Set up and Onsite Support:

We recommend 2 onsite tech visits – see below

Onsite Tech support schedule:

Monday, February 1, 2010: Drop off 2 POS machines at fairgrounds, set up and train staff and do an extensive pre-event site visit

Hours: 7-9 AM Driving from Tustin to Indio
9-12 Set up and Training
12-1 Lunch
1-2:30 Site Walk Through
2:30-4:30 Drive from Indio to Tustin

Thursday, February 11th, 2010: Set up and Training

Hours: 7-9 AM Driving from Tustin to Indio
9-12 Set up Equipment
12-1 Lunch
1-2 Set up
2-4 Training

Friday, February 12, 2010: Opening Day

Tech to be on call – onsite – Optional at $200/day special rate

Saturday, February 13, 2010: Expected busiest day

Tech to be on call – onsite– Optional at $200/day special rate

Any special requests, extra programs or services that are over and above our existing system will be charged at $125/hour. Issues of negligence or any other situation not related to the fault of the equipment will also be charged at the level of service the Riverside Date Festival would require. AOP will notify Riverside Date Festival of any charges that may be incurred prior to performing any chargeable service that is not covered in this scope of work.

E) Admission System Investment:

1 **12 Ticket Terminals rental cost**:

- $125/day x 10 days x 12 terminals = **$15,000**

AOP to only charge fair the rental cost of the fairs actual dates. AOP agrees to allow fair to use 2 ticket terminals beginning February 1st at no extra charge.

2 **AOP Thermal Paper Cost** – estimated for 230,000 tickets:

$18.50/Roll x an estimated 200 Rolls* = **$3,700**

(*Quantity based on 750 tickets/roll at 3.75" template being used or 255 rolls at 3" template)

Alternate Quote for 175 rolls would only be $3,237.50

Note: If Fair is using receipts and coupons more paper stock will be needed then the estimate given above. The frequency of running reports must also be considered in your roll count.

**AOP to BUY BACK any unused FULL thermal ticket rolls at the end of 2010 fair to eliminate ticket stock waste, storage of dead wood and improved controls

3 **Onsite Tech Visits and Freight Charges**

Monday, February 1, 2010 – Delivery and 1st Tech Visit – NO CHARGE
Thursday, February 11th: Regular $550/Day (8 hour day) – 2010 special price - $200/day
Total cost of onsite tech support: for 2 days: $200 plus 1 night hotel room
Friday, February 12th: Regular $550/Day (8 hour day) – 2010 special price - $200/day
Saturday, February 13th: Regular $550/Day (8 hour day) – 2010 special price - $200/day
Total cost of optional onsite tech support: for 4 days: $600 plus 3 night's hotel room

Total cost of ticket terminal equipment, 200 rolls of paper and 4 days of onsite tech support: $18,900 plus 1 night hotel room.

2.2 E-Ticket Solution

A) Fulfillment Services: E-Tickets

B) Timeline:

Pre-sale Tickets 11/1/09 to Midnight February 11, 2010
Regular Tickets 12:01 AM February 12, 2010 to 8 PM February 21, 2010

AOP will set up sales link by 11/1/09 for online ticket sales. Set up process is usually done within 3-5 business days upon receiving all digital art (specific map and sponsor logos, banner, etc), signed contract documentation, and fulfillment services specifications.

C) **Promo Codes**: Ability to use up to 10 promo codes at no extra charge enabling you to track your special promotions and advertising

D) Ticket Types – Advance and Gate

Ticket Type	Advance Price Thru 12 midnight February 11, 2010	Gate Price
Adults (13-54)	$7	$8
Seniors (55+)	$6	$7
Advanced Group/Bus Tours	$6	$6
Youth (5-12)	$5	$6
Children (under 5)	FREE	FREE
Unlimited Carnival Rides	$20	$25
Season Pass	$25	$30
Parking	$7 per day	$7 per day

Family Fun Pack
Includes: 2 Adult , 2 Youth 2 Unlimited Carnival Rides $59 $72

E) <u>Convenience Fees:</u>
Set up: **$99.00** – using AOP merchant account, add $99 for a one time authorize.net merchant account integration fee if you will be using your own account.

<u>Orders entered online for E-Tickets:</u>
Adult (Pre-sale or during event): $1.00/ticket
Child, senior, tour (Pre-sale or during event): $1.00/ticket
Carnival and season passes: $2.00/ticket
Family Fun Pack: $4.00/ticket
<u>*See discounted convenience fees on page 18 of this proposal</u>

F) Web Reports: Reports will be available in real time 24/7 through our secure portal site.

G) Call Center Tech and customer service Support phone numbers will be available to Fair
Call Center Hours: Mon. – Fri. 7 am to 6 pm. and Saturday and Sunday's during your event.
After hour emergency numbers will also be made available during your event

H) Payment Schedule for E-Ticket revenues
85% revenues remitted within 10 days after the closing of the fair
15% remaining revenue to be remitted 60-90 days after closing of the fair

I) Onsite Tech Support: See above recommendation 2.1.E.3

J) Tickets sold in 2009 were 1,695 and 1800 in 2008. Conv. Fees ranged from $1.00 to $4.50

2.3 Scanners and Data Servers

A) Equipment Needs

- ✓ 11 Scanners required by fair – all will be wireless, at least 8 will have the ability to be converted to a table top scanner if fair chooses
  AOP to provide 2 extra scanners at NO Charge to fair for 2010 fair over the one back up scanner being requested
- ✓ AOP to provide 2 batteries per scanner
- ✓ 2 Black box data servers
- ✓ Fair must supply wireless bridges to each ticket terminal or black box location to connect to the wireless network

B) Scanner reading expectations defined: Fair required all bar coded badges, POS tickets and e-tickets to be able to be read at each gate in real time.

C) 4 Scanner locations:

1 scanner each at West Gate 4 and East JLA Gate – scanner located 100 feet from TT
1 scanner each at East JLA Gate 9 – scanner located 1000 feet from TT
5 scanners to be located at North Gate 1 – scanners located 50-65 feet from TT
3 Scanners to be located at South Gate 6 - scanners located 50-65 feet from TT

D) Onsite Tech Support: See above recommendation 2.1.E.3

E) Timeline of Use: (All admission scanners must NOT take carnival tickets)

2 Scanners will be used from February 1-February 21, 2010
8 Scanners will be used from February 12-21, 2010
3-4 Carnival scanners – AOP to provide Butler at No Charge

F) Network Capabilities Defined:

- ✓ In the proposal from the Riverside County Economic Development Agency, IPSec is mentioned as the VPN encryption technology to use for any secure VPN communications. AOP does not use IPSec, we instead provide SSH encryption for all data communications between all servers and Ticket Terminals.
- ✓ Network Requirements:

  i. Network must provide a DHCP Server
  ii. Network must allow traffic over port 22 (SSH port)
  iii. Network must allow pings to travel thru the network router/firewall

G) Equipment Rental Requirements and Rental Price:

3 Data Servers (2 inline plus 1 back up), 14 PA963 Scanners (10 inline plus 4 back up scanners)

Qty	Equipment	Event Rate	Event Rate	
2 (3)	Data Servers:	$125/Event	$ 250.00	(2 Paid)

14 (11) PA 963 Scanners $250/Event $2,750.00 (11 Paid)

Total Equipment Rental Cost: $3,000.00

3 KIOSK - Optional Equipment

3.1 KIOSK Ticket Machines

Admit One Products has developed a new onsite Ticket KIOSK machine that allows your fair customers to purchase event tickets at the gate using their credit cards.

COST: $1.00/ticket convenience fee plus paper stock, shipping of units, credit card fees

3.2 KIOSK Cost vs. Labor Review

We have spoken to several event gate control specialists and fair managers and have come up with the following formula for comparing the cost of a KIOSK machine to the actual Labor costs and Managing of that labor at an event. Please take a minute and review our numbers with your own evaluation and see if they might be similar.

The average labor rate for an event is $10/hour x 12 to 14 hour work days = $120 to $140/day

To manage, train, hire, fire, pay taxes and monitor that employee may drive up the cost per day per employee closer to $300/day.

Now take under consideration the errors, shortages, theft, the various hassles when the employee doesn't show up for work or calls in sick, the slow process of handling credit cards through a personal interaction at the box office, the longer ticket lines and those costs may increase the one person labor rate by an additional $100/day for a total cost closer to $400/day.

Now let's look at consumer trends. Consider that KIOSK ticket sales, for events that have begun to use them, represent approximately 15-30% of the total on-site ticket sales and only requires one designated person to manage up to 10 KIOSK machines at a time. Some events/shows have set a goal to increase KIOSK sales to at least 50% of their on-site ticket sales and, in so doing, reduce the labor costs associated with the cash box offices.

Our KIOSK machines have a transactional average rate of just 50 seconds. However, our average time from card swipe to ticket print was just 23 seconds and can be as quick as 5 seconds for those users that are more computer savvy and are familiar with how a KIOSK operates. We have made the interface clean, easy to follow and fast.

Our KIOSK tickets cost just $1.00/ticket plus the shipping of the KIOSK machines, the paper stock that goes into the machines and the credit card transaction fees the banks charge.

3.3 KIOSK Information and Presentation

Admit One Products offers large events an alternative to cash-only purchases with self-service credit card ticketing kiosks.

Benefits & Advantages

- Purchase transactions average less than 30 seconds
- Admit One Products provides initial onsite set up and staff training
- After hours support is also available upon request if needed
- Net ticket revenue is generally deposited to Show's account daily
- Real-time activity reports are available online

Description of Services

Admit One Products operates mobile ticketing kiosks which use proprietary software specifically designed to process entry ticket purchases using credit cards. Purchase transactions average less than 30 seconds from card swipe to actual ticket delivery regardless of the number of tickets purchased in the transaction.

Best of all, the kiosk operations require limited labor from the Show staff. The software has been designed to be very user-friendly involving *touch screen* technology. Patrons can purchase any combination of tickets (i.e., adult, senior and/or children) and multiple tickets in one easy transaction that takes only a few seconds. The common comment made by exiting patrons is, "Why can't everything be this easy?"

Admit One Products offers 14 kiosk "selling stations" which are housed on 7 mobile carts which can be easily deployed to optimize traffic and visibility. Typically, the carts have been placed in two locations relatively close to the cash box offices. These locations provide patrons with a clear choice and help to manage the length of the ticketing queues.

Four multi-media carts are also available. Each cart has an individually controlled 42-inch plasma screen and static signage which augments the signage on the ticketing kiosks.

The static and video streaming advertising space (as seen in the above image) can be sold by either show management or Admit One Products. Any revenue will be split with show management.

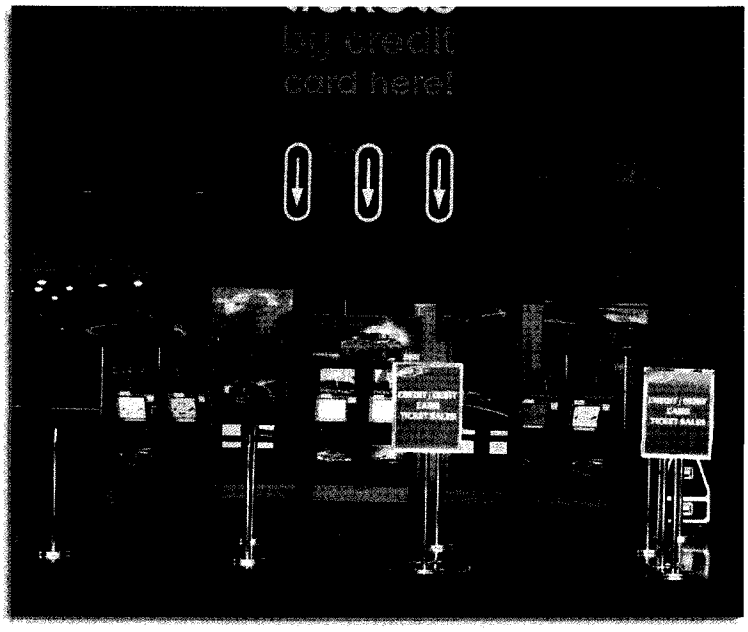
Admit One Products will provide access to online, real-time activity reports and will work with the Show to provide additional event reports that satisfy management's analysis and accounting needs.

Admit One Products services have been used successfully at such auto shows as the Denver Auto Show, the North American International (Detroit) Auto Show and the New York International Auto Show. During the past season, the Admit One Products mobile ticketing kiosks processed more than 150,000 tickets at these and other auto shows.

Our current clients view Admit One Products mobile ticketing kiosks as providing a significant cost savings when compared to a traditional box office. Kiosk ticket sales represent approximately 15-30% of the total on-site ticket sales. Based on the growth of the shows over the past five years and increasing popularity, some shows have set a goal to increase kiosk ticket sales to at least 50% of the on-site ticket sales and, in so doing, reduce the labor costs associated with the cash box offices.

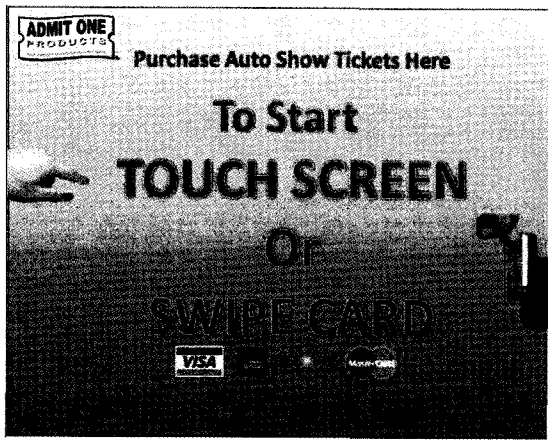
The following images are of the kiosks in support of the New York International Auto Show held at the Jacob K. Javits Convention Center.

Kiosks in Javits Crystal Palace

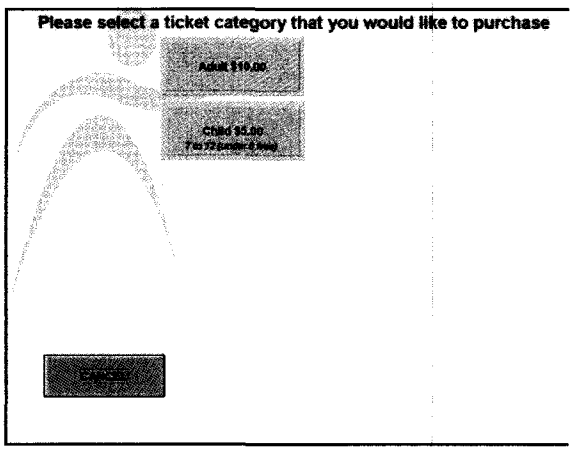


Kiosks in Javits North Concourse

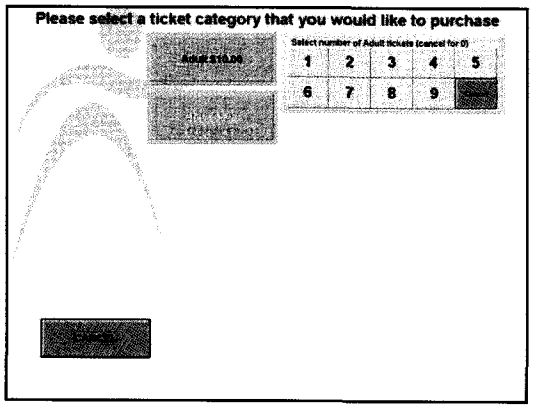
Kiosk Software Screens



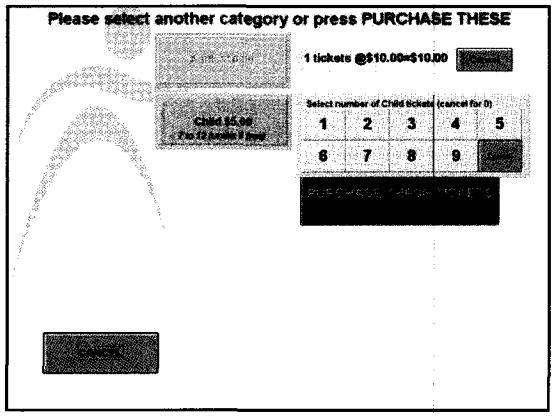
Screen 1



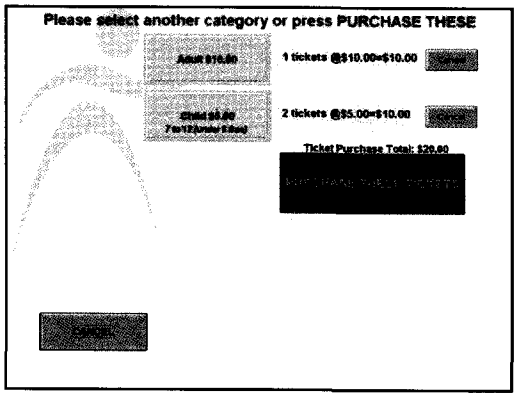
Screen 2



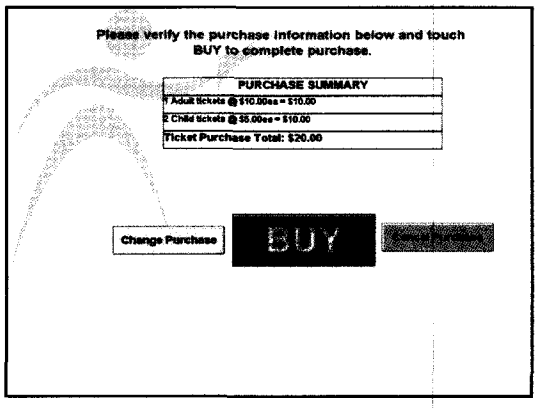
Screen 3



Screen 4



Screen 5



Screen 6

4 Customer Service Staff Support

We realize that an account like yours requires a whole committed team to support you. Although Cendi will be your main contact at all times I have identified several other staff members and their extensions in the event that a specific question must be answered quickly if Cendi wasn't available.

Account Lead: Tickets, wristbands, credentials **cendi@admitoneproducts.com**	**Cendi Sis-Velix**	**ext 429**
E-Tickets: Contracts, set up, questions, E-Support **jesscia@admitoneproducts.com**	**Jessica Kissel**	**ext 427**
Lead Technician **ruben@admitoneproducts.com**	**Ruben Cardenas**	**ext 402**
Project & Operations Manager **alan@admitoneproducts.com**	**Alan Launer**	**ext 412**
CEO **mike@admitoneproducts.com**	**Michael O'Keefe**	**ext 415**

Tech Support phone numbers will be provided upon a signed contract.

General Information:
Admit One Products is **located in Tustin, California** which makes it convenient should any technician or additional equipment need to be sent the same or next day.

Admit One Products is a **registered California Small Business** so by keeping your business inside the State of California it helps create jobs and employ Californians.

Admit One Products has been a **Western Fairs Association member** since 2002 and Michael O'Keefe has personally been a member for over 26 years.

5 Tickets and Wristband Pricing

A) 76,000 **2 x 5 Advance Sale Bar Coded Tickets** **$2,998.00**
Safety board, 4 c/c, books of 10, all black ink

B) 41,900 **2 x 4 Bar Coded Passes** **$1,285.00**
Safety board, 6 c/c, books of 20/50/100

C) 10,500 **4 x 10 Concessions Sheets of 10, Index stock** **$1,244.00**
2 c/c, gum in bks of 50 for each type, black ink
500 Parking 1 over 0 – no bar codes
6,000 Exhibits 1 over 0 ***WITH bar codes***
4,000 Holiday Tickets 1 over 0, ***WITH bar codes***

D) 78,000 **1 x 2 Roll Tickets** – Holiday and Carnival – no bar codes **$428.00**
Bristol stock, 2 c/c, 4,000 in rolls of 1,000, carnival with back print

E) 30,000 **1-1/2 x 2 Roll Tickets** – General Parking **$345.00**
Bristol stock, 1 c/c, print 1 over 1, rolls of 2,000

F) 1,000 **Carnival Sheets of 80** - FANFOLDED: **$958.00**
Bristol stock, 1 c/c, print 1 over 1

G) 3,770 **2-3/4 x 5-1/4 Hanger Tags** **$1,856.00**
10 Pt Coated 1 side stock with safety features, 1 over 1, 14 face copies, 2 back copies (FULL COLOR option – free this year)

H) 1,680 Custom **Tyvek Wristbands – 1"** (Sheets) **$ 275.00**
5 copies, black ink front side, 4 stock colors

I) 44,000 Custom Regular **Tyvek Wristbands** (Fanfolded) **$1,798.00**
1 copy, 9 colors, standard numbering

J) 1,500 **Vinyl Wristbands – no imprint** **$ 198.00**
1 copy, 1 color, NUMBERED (Used for Junior Livestock)

K) 1,000 **Plastic Badges**, 2 x 3-1/2, Bar Coded, no hole or notch **$ 498.00**
250 Vendor 0 over 1
250 Staff 0 over 1 (Black ink only on back)
*ALL badges to have no restriction – GOOD ANY TIME of fair

Sub Total: $11,883.00 (Plus tax)
Freight Estimate: $458.00
See final quote summary on page 17

6 2010 Special Fair Pricing Summary with Discounts

Item	Unit Price	Total Price
Admission System		**$13,900.00**
12 Ticket Terminal Rentals $10,000 200 Rolls of thermal paper stock - $3,700 Onsite Tech Support $ 200.00 Travel & Lodging Expenses 1 Night Hotel Room for 1 technician		
E-Ticket Services – Set up Fee		**$99.00**
Convenience Fees	Rate Vary	Customer pays
Fairs Merchant Account Integration	+$99.00	Fair Pays
Onsite Tech Support	See Sec	2.1.E.3
Scanner Rentals		**$3,000.00**
3 Data Servers 14 total scanner rentals Onsite Tech Support	Included above	
Ticket and Wristband Printing Estimate Only		**$11,833.00**
Incidentals, emergency print runs or additional onsite tech support		**$5,000.00**
Total cost for items listed above is $33,882.00 plus tax $2,964.67 and freight of $458.00 for the ticket and wristband products.		**$37,304.67**

Optional Equipment		Total Price
KIOSK Machines	$1.00/ticket *Plus Paper Stock & Shipping*	TBD
Purchase of 1 Ticket Terminal		**$4,250.00**

Discounts Applied to Quote Above

By choosing Admit One Products as your one stop admission provider partner we are prepared to offer the Riverside Date Festival the following discounts when you place all of your orders through us.

1) **Ticket (POS) Terminals**
   - ✓ 12 Ticket Terminals requested – AOP agrees to offer 2 additional terminals as back ups at no extra charge during the fair (Value: $2,500)
   - ✓ AOP agrees to discount the $15,000 rental list price to $10,000 (Value: $5,000)
   - ✓ AOP agrees to offer the use of 2 TT from February 1-11th at no charge: (Value $2,750)
   - ✓ AOP agrees to send one onsite tech February 1st at NO Charge to fair (Value: $ 350)

2) **Scanners and Data Servers** (Value: $875.00)
   AOP agrees to offer 1 extra Data Server and 3 extra Scanners at no extra cost

3) **Onsite Tech Support (Feb 11-12, 2010)** (Value: $1,200.00)
   High level onsite support for 2 days, 1 night Regular rate $700/day only $200/day

4) **Onsite KIOSK machines** (Estimated Value: $5,000)
   AOP agrees to discount the $1.00/ticket fees in the first year to just .75/ticket.
   This is subject to the availability of the machines during your fair

5) **Discounted E-Ticket Convenience fees**: (Estimated Value: $2-4,000)
   - ➢ We believe that the lower the e-ticket fees are the more your online sales will increase.
   - ➢ We are prepared to work with the fair to lower our fees based on an aggressive marketing and online campaigns from the fair and purchasing all your products from AOP.

   Orders entered online for E-Tickets:
   Adult (Pre-sale or during event): $.75/ticket
   Child, senior, tour (Pre-sale or during event): $.50/ticket
   Carnival and season passes: $1.50/ticket
   Family Fun Pack: $3.50/ticket

6) **Reduced Equipment Freight Cost** (Estimated Value: $500-2,000)
   - ➢ AOP to absorb all freight cost for all equipment (Including the KIOSK machines for the first year providing the 4 day on-site tech service and hotel room fees are provided)
   - ➢ AOP to make 3 trips at no additional cost or expense to the fair: Feb 1, 11th and 22nd
   - ➢ Any additional trips the fair asks us to make would be charged at a daily rate of $500/day – this will include travel expenses and meals

Estimated package price savings for 2010 fair is over $15,000 without KIOSK machines

7 Implementation Schedule

Based on your event dates and times, Admit One Products would follow the tentative implementation schedule listed below:

Date	Activity	Responsibility
November 1	Contract Awarded	Mary Wilson
November 4	AOP Master Service Agreement presented	Mary Wilson
November 15	Ticket Proofs sent to Mary	Mary Wilson
November 15	E-Ticket information and Art sent to AOP	Mary Wilson
November 15	Commitment to use KIOSK Machines Required	Fair Management
November 5	Online Pre-Sale Tickets Begin	AOP – E-Ticket Dept
February 1	**2 POS machines Delivered to Fair**	AOP Technician Onsite
February 1-22	2 POS Machines to be used for 22 days	Fair: Internet & Power
February 11	Pre-Sale Ticket Sales END - Midnight	AOP – E-Ticket Dept.
February 11	**11 POS machines Delivered to Fair**	Fair: Internet & Power
February 11	POS and Scanner set up and training @ Fair	AOP Technician Onsite
February 12-21	11 POS machines needed (10 Day Rental)	Fair: Internet & Power
February 12	Regular Tickets prices begin at 12:01 AM	AOP – E-Ticket Dept
February 12 OPTIONAL	Additional onsite training & monitoring	AOP Technician Onsite
February 13 OPTIONAL	Additional onsite training & monitoring	AOP Technician Onsite
February 21	Regular Ticket Prices end 8 PM Fair Closes	AOP – E-Ticket Dept
February 22	Pick up all equipment	AOP Staff

8444

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

FROM: Economic Development Agency

SUBMITTAL DATE:
September 10, 2009

SUBJECT: Admission of MVP-EV into Foreign Trade Zone

RECOMMENDED MOTION: That the Board of Supervisors support the admission of MVP-EV into the Foreign Trade Zone (FTZ), and continue to support previously authorized efforts of our legislative advocate in Washington D.C. to work with our elected delegates and Department of Commerce Foreign Trade Zone Boards to expand and staff the current FTZ without increases to Net County Cost.

BACKGROUND: On September 10, 2009, CT&T of South Korea and MVP-EV, a California Corporation, located in the City of Moreno Valley, executed a contractual agreement for the manufacture, production, and sale of Neighborhood Electrical Vehicles. South Korean auto manufacturer CT&T estimated that between 350 and 700 full time jobs would be created when the factory in the City of Moreno Valley is operating at full production capacity. MVP-EV has requested that the County of Riverside formally support the admission of MVP–EV into the FTZ operated by the March Joint Powers Authority (JPA).

(continued)

Robert Field
Assistant County Executive Officer/EDA

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:	2009/10

SOURCE OF FUNDS: NA

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION: APPROVE

BY: Jennifer L. Sargent

County Executive Office Signature

Departmental Concurrence

Dep't Recomm.: ☐ Consent ☐ Policy

Per Exec. Ofc.: ☐ Consent ☑ Policy

Prev. Agn. Ref.: | **District:** 5 | **Agenda Number:** 3.59

For the record, the United States Department of Commerce - Foreign Trade Zone Board has been denying entry into or expansion of the March JPA FTZ on a regular basis, citing a lack of staffing availability. This should not deter the County of Riverside, March JPA, or the JPA members' legislative bodies from supporting such expansion requests by local business on an individual jurisdiction basis. The FTZ is an important part of the County of Riverside and JPA member cities' business attraction and retention strategy. In the case of MVP-EV, the company will be importing all components of the e-car from CT&T of South Korea until such time as local suppliers will be able to provide all needed components for the vehicles. The admission of MVP-EV into the FTZ will allow for expedited imports and inspections; reduce tariffs, taxes, and fees; and create jobs for our local workforce at a time when manufacturing jobs in the State of California are increasingly difficult to come by.

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

920

FROM: Economic Development Agency

SUBMITTAL DATE: October 27, 2009

SUBJECT: Public Safety Enterprise Communications Project License Agreement, Joshua Tree

RECOMMENDED MOTION: That the Board of Supervisors approve the attached License for the Joshua Tree Public Safety Enterprise Communications site and authorize the Chairman of the Board to execute the same on behalf of the County.

BACKGROUND: The Public Safety Enterprise Communications (PSEC) project utilizes long term ground leases and/or tower licenses in situations where the site owner will not sell the small land parcel required for the wireless communication site. The Joshua Tree PSEC site in San Bernardino County is such a case. The proposed site reuses existing facilities owned by American Tower to cover portions of Sky Valley, Joshua Tree National Park and State Route 62. The County provides law enforcement and fire fighting services within the National Park. Park land use regulations severely restrict development of wireless communication facilities in and near the park boundaries.

Robert Field
Assistant County Executive Office/EDA

FINANCIAL DATA	**Current F.Y. Total Cost:**	$ 13,000.00	**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: PSEC Budget

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 11-3-09
SYNTHIA M. GUNZEL

Departmental Concurrence

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

Prev. Agn. Ref.: 3.37, 12/18/07; 3.52, 9/2/08 | **District:** N/A | **Agenda Number:**

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.60

(Continued)

BACKGROUND:

The site is presently developed with an access road, electrical service and a tower which can be brought up to current standards and heightened. Use of an existing tower and disturbed site greatly reduces environmental and visual impact. The license and subsequent construction is covered by a Final Environmental Impact Report (FEIR) by the Board on September 2, 2008.

The proposed license has a term of fifteen years with options to extend the tenancy for four additional periods of five years each.

The License is summarized below:

Location:	Located on a portion of San Bernardino Assessor's Parcel Number 0589-191-10-000
Lessor:	American Towers, Inc.
Size:	Approximately 2,000 square feet
Term:	Fifteen years commencing upon the date that American Tower issues a Notice to Proceed to its contractor to build the tower extension. Estimated rent commencement date is March 2010.
Rent:	$3,250.00 per month
Rent Adjustments:	3% annual increase
Utilities:	By County
Interior/Exterior Maintenance:	Prefabricated shed by County, tower by American Tower

The attached License Agreement has been reviewed and approved by County Counsel as to legal form.

FINANCIAL DATA:

All associated costs for this License Agreement will be fully funded through the PSEC budget. Riverside County Information Technology's (RCIT) annual budget will carry operating costs. The Economic Development Agency (EDA) will front any utility costs for this license in FY 2009/2010. RCIT will reimburse EDA for all associated license costs. Any necessary budget adjustments will come under separate cover to the Board.

LICENSE AGREEMENT
ATC Contract No: _____

This LICENSE AGREEMENT ("**Agreement**") made as of the latter signature date hereof ("**Effective Date**") by and between American Towers, Inc., a Delaware corporation, with a place of business at 10 Presidential Way, Woburn, MA 01801 ("**Licensor**") and The County of Riverside, a political subdivision of the State of California, with a place of business at 3403 10th Street, Suite 500, Riverside, CA 92501 ("**Licensee**").

I. TOWER FACILITY INFORMATION:

Site Name: Joshua CA, CA
Site Number: 89329
Address and/or location of Tower Facility: 4 Miles South Southwest of Joshua, Joshua Tree, CA 92252
Tower Facility Coordinates: Lat. 34-4-54.06 N - Long. 116-20-34.62 W

II. NOTICE & EMERGENCY CONTACTS:

- Licensee's local emergency contact (name and number): PSEC or RCIT - (951) 955-3687.
- Licensor's local emergency contact: Network Operations Communications Center (800) 830-3365.
- Notices to Licensee shall be sent to the address above to the attention of James Force.
- Notices to Licensor shall be sent to the address above to the attention of Contracts Manager.
- Licensor's Remittance Address: American Towers, Inc., Dept. 5305, P.O. Box 30000, Hartford, CT, 06150-5305; all payments shall include a reference to the Site Name and Site Number as identified above in Section I.

III. PERMITTED USE OF TOWER FACILITY BY LICENSEE:

Permitted Frequencies: Transmitting and Receiving Frequencies - See Exhibit A for specific frequencies
Antenna mount height on tower: See Exhibit A for specific location
All other permitted uses of the Tower Facility including Licensee's Approved Equipment, and the Licensed Space are further described in section 4 of this Agreement and Exhibits A and B attached hereto.

IV. FEES & TERM

Monthly License Fee: Three Thousand Two Hundred Fifty and 00/100 Dollars ($3,250.00), increased by the Annual Escalator on the first anniversary of the Commencement Date of this Agreement and each anniversary of the Commencement Date thereafter during the Term (as defined in Appendix I).
The Annual Escalator is an amount equal to Three Percent (3%).

Application Fee: N/A

Relocation Application Fee: One Thousand and 00/100 Dollars ($1,000.00) per Application submitted pursuant to section 10(c), subject to increases at the Annual Escalator, compounded on each anniversary of the Effective Date.

Site Inspection Fee: Three Thousand and 00/100 Dollars ($3,000.00), increased annually on each anniversary of the Commencement Date of this Agreement by a percentage rate increase equal to the Annual Escalator.

Initial Term: A period of 15 years beginning on the Commencement Date. The "**Commencement Date**" shall be the earlier of: (i) the date of Licensor's issuance of a NTP or (b) thirty (30) days from the date Licensor provides Licensee with written notice that the Extension referenced in Other Provisions C) is complete.

Renewal Terms: Four (4) additional periods of five (5) years each.

Connection Fee (as described in section 5(b)): N/A.

Electricity for operation of Approved Equipment is to be provided by (check one):
☐ Licensor, with the cost of such electricity to be paid by Licensee at the initial rate of $_____ per month ("Utility Fee") subject adjustment pursuant to Section 5(b), OR
☒ Licensee, at its sole expense

V. TERMS & CONDITIONS

The attached terms and conditions are incorporated herein by this reference.

VI. OTHER PROVISIONS:

Other provisions: (check one): ☐ None ☒ As listed below

A) Licensor and Licensee agree and acknowledge that Licensee shall be responsible for painting the transmission lines to match the colors of the tower.

B) In the event that Licensor determines a Shared Site Interference Study is required, Licensor and Licensee agree and acknowledge that this Agreement shall be contingent upon a satisfactory result of said Shared Site Interference Study.

C) This Agreement is contingent upon Licensee obtaining all necessary governmental approvals for the extension of Licensor's existing 162.5 foot tower to a total height of 205 feet (the "Extension"). Upon receipt of all necessary governmental approvals Licensor agrees to install the Extension and Licensor shall assume all costs for said installation, including, but not limited to the cost of the Extension and any and all costs required to paint the Extension in order to meet the requirements set forth by applicable FAA/FCC standards. Upon completion of the installation of the Extension Licensee and Licensor agree and acknowledge that the Extension shall become and shall remain the personal property of Licensor.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, each Party in consideration of the mutual covenants contained herein, and for other good and valuable consideration, intending to be legally bound, has caused this Agreement to be executed by its duly authorized representative as of the date and year written below; *provided, however,* that this Agreement shall not become effective as to either Party until executed by both Parties.

LICENSOR
American Towers, Inc., a Delaware corporation, a wholly owned subsidiary of American Tower Corporation, a Delaware corporation

By:_____

Name: Richard Rossi

Title: Vice President , Contract Management

Date: 10-9-09

LICENSEE
The County of Riverside,
a political subdivision of the State of California

By:_____

Name: Jeff Stone

Title: Chairman, Board of Supervisors

Date:_____

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By:_____

APPROVED AS TO FORM:
Pamela J. Walls
County Counsel

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

TERMS AND CONDITIONS

1. **DEFINITIONS.** Capitalized terms defined in the body of this Agreement are indexed by location on Appendix I attached hereto. Capitalized terms used in Agreement but not defined herein are defined in Appendix I.

2. **GRANT OF LICENSE**. Subject to the terms of this Agreement, Licensor hereby grants Licensee a non-exclusive license to install, maintain and operate the Approved Equipment at the Licensed Space. All Approved Equipment shall be and remain Licensee's personal property throughout the Term of this Agreement. Licensor shall maintain the Tower Facility in accordance with industry standards, damage by fire, the elements or other casualty excepted. In no event shall Licensee's license as granted herein include rights to use the air space above the Approved Equipment, and Licensor reserves the right to install, construct and/or operate additional improvements or equipment of Licensor or others above Licensee's Approved Equipment, including Licensee's shelter (commonly referred to as "stacking"), provided that such additional improvements or equipment do not materially and adversely interfere with the access to or operation of the Approved Equipment, including Licensee's shelter. Licensor grants Licensee a right of access to the Tower Facility 24 hours per day, 7 days per week during the Term. Licensor grants Licensee a designated location for the installation of Licensee's utilities over, under or across the Tower Facility (collectively, "**Easement**"). Licensee shall be responsible for any and all damage or loss that results from the installation of any cables or utility wires by Licensee or any company or person retained by Licensee (including a public utility company), including, without limitation, any damage or loss that results from the accidental cutting of utility wires or cables of any other party operating at the Tower Facility. Licensor shall provide Licensee with one set of keys and/or codes to access the Tower Facility. Licensee shall be responsible for ensuring that Licensor has, at all times, a complete and accurate written list of all employees and agents of Licensee who have been provided the keys or access codes to the Tower Facility. Licensor shall have the right to continue to occupy the Tower Facility and to grant rights to others to the Tower Facility in its sole discretion. Licensee shall have no property rights or interest in the Tower Facility or the Easement by virtue of this Agreement.

3. **EXHIBITS**. Within 45 days following the commencement of the installation of the Approved Equipment, Licensee shall provide Licensor with as-built or construction drawings showing the Approved Equipment as installed [in both hard copy and electronic form] ("**Construction Drawings**"); such Construction Drawings shall include the location of any shelters, cabinets, grounding rings, cables, and utility lines associated with Licensee's use of the Tower Facility. Upon receipt, Licensor shall attach hereto the Construction Drawings as Exhibit C hereto. In the event that Licensee fails to deliver the Construction Drawings as required by this section, Licensor may cause such Construction Drawings to be prepared on behalf of Licensee and Licensor shall assess a fee for such Construction Drawings in an amount equal to 120% of the actual cost of obtaining the Construction Drawings including in-house labor, which upon invoicing shall become immediately due and payable by Licensee. In the event of inconsistency or discrepancy between (a) Exhibit A and Exhibit B hereto, Exhibit A shall govern, and (b) between Exhibit A (with respect to Approved Equipment and antenna locations) together with Exhibit B (with respect to Ground Space installation locations) and Exhibit C hereto, Exhibits A and B shall govern, notwithstanding any approval or signature by Licensor or its agents. Licensee hereby acknowledges and agrees that installation of the Approved Equipment must be in strict accordance with the approved Construction Drawings and Exhibit A and B. Notwithstanding the forgoing, Licensee shall not infer nor shall acceptance of the Construction Drawings by Licensor be deemed to be a representation by Licensor that (i) such Construction Drawings or the plans and specifications described therein are in compliance with federal, state or local laws, ordinances, rules or regulations, (ii) that such installation shall not cause impermissible or unlawful interference, or (iii) that such installation is consistent with Licensee's permitted installation as specifically set forth in Exhibits A and B hereto.

4. **USE**. Subject to the terms of the Ground Lease, Licensee shall be permitted the non-exclusive right to install, maintain, operate, service, modify and/or replace its Approved Equipment at the Licensed Space, which Approved Equipment shall be utilized for the transmission and reception of wireless voice and data communications signals (such transmission and reception to be solely within the Permitted Frequencies, and, if the Permitted Frequencies include licensed spectrum, within the spectrum licensed to Licensee by the FCC). If as of the Effective Date, Licensee's wireless business consists of a one-way network which requires only that signals be transmitted from the Tower Facility, then notwithstanding the foregoing sentence, Licensee's use of Tower Facility under this Agreement shall be limited to the transmission of wireless voice and data communications signals. Licensee's permitted use with respect to the Licensed Space shall be limited solely to that enumerated in this section, and, except pursuant to separate agreement with Licensor, no person or entity other than Licensee shall have the right to install, maintain or operate its equipment or transmit or receive communications at, or otherwise use, the Licensed Space.

5. **LICENSE FEES; TAXES; ASSESSMENTS.**

   (a) **Monthly License Fee**. The Monthly License Fee as adjusted by the Annual Escalator, shall be payable in advance on the first day of each calendar month during the Term beginning upon the Commencement Date. If the

Commencement Date is not the first day of a calendar month, the Monthly License Fee for any partial month shall be prorated on a daily basis.

(b) **Utilities**. All utility services installed on the Tower Facility for the use or benefit of Licensee shall be made at the sole cost and expense of Licensee and shall be separately metered from Licensor's utilities. Licensee shall be solely responsible for extending utilities to the Tower Facility as necessary for the operation of the Approved Equipment and for the payment of utility charges including connection charges and security deposits incurred by Licensee. Licensee shall obtain and pay the cost of telephone connections, the installation of which shall be in compliance with the procedures for installation and maintenance of Approved Equipment set forth herein.

(c) **Taxes**. Licensee shall be responsible for the payment of any applicable taxes, fees or governmental assessments against any equipment, personal property and/or improvements owned, leased or operated by Licensee or directly associated with Licensee's use of the Licensed Space. Except as provided immediately hereinafter, Licensor shall pay all real property taxes Licensor is obligated to pay under the Ground Lease. Licensee shall reimburse Licensor for any increases in real property taxes which are assessed as a direct result of Licensee's improvements to or Approved Equipment located on the Tower Facility within 30 days of Licensor's request for such reimbursement. Upon Licensee's request, Licensor shall provide to Licensee copies of the documentation from the taxing authority, reasonably acceptable to Licensee, indicating that the increase results from Licensee's improvements or Approved Equipment.

(d) **Intentionally Omitted**.

(e) **Payment Address**. All payments due under this Agreement shall be made to Licensor at Licensor's Remittance Address shown on page 1 of this Agreement or such other address as Licensor may notify Licensee of in writing.

(f) **No Set-Off**. All payments due under this Agreement shall be due without set-off, notice, counterclaim or demand from Licensor to Licensee.

(g) **Effect of Partial Payment**. No endorsement or statement on any check or letter accompanying a check for payment of any monies due and payable under the terms of this Agreement shall be deemed an accord and satisfaction, and Licensor may accept such check or payment without prejudice to its right to recover the balance of such monies or to pursue any other remedy provided by law or in this Agreement.

6. **TERM.**

(a) **Initial Term**. The Initial Term of this Agreement shall be as specified on page 1.

(b) **Renewal Term**. The Term of this Agreement may be extended for each of the Renewal Terms as specified on page 1 of this Agreement, provided that at the time of each such renewal, (i) the Ground Lease remains in effect and has not expired or been terminated, (ii) Licensee is not in default hereunder and no condition exists which if left uncured would with the passage of time or the giving of notice result in a default by Licensee hereunder and (iii) the original Licensee identified on page 1 of this Agreement has not assigned, sublicensed, subleased or otherwise transferred any of its rights hereunder except to a Permitted Affiliate (as defined in section 19 herein). Provided that the foregoing conditions are satisfied, this Agreement shall automatically renew for each successive Renewal Term unless either Party notifies the other in writing of its intention not to renew this Agreement at least 180 days prior to the end of the then existing Term.

(c) **Holdover Term**. If Licensee fails to remove the Approved Equipment at the expiration of the Term, such failure shall be deemed to extend the terms of this Agreement on a month-to-month basis under the same terms and conditions herein except that (i) a Monthly License Fee shall be due on or before the first day of every calendar month during such month-to-month term in an amount equal to 150% of the Monthly License Fee in effect for the last month of the Term ("**Holdover Fee**"), such Holdover Fee to escalate annually on the anniversary of the Commencement Date by an amount equal to 6% of the Holdover Fee in effect for the month immediately prior to the month in which escalation takes place, and (ii) the month-to-month extension shall be terminable upon 15 days' prior written notice from either Licensor or Licensee to the other; provided, however, nothing contained herein shall grant Licensee the unilateral right to extend the Term of this Agreement after the expiration of the Term. In addition to the Monthly License Fee payable to Licensor in the event of an extension under this subsection 6(c), Licensee agrees to indemnify and hold Licensor harmless from any Damages arising out of or in connection with the extension, the operation of the Approved Equipment at the Tower Facility and Licensee's failure to perform all of its obligations under this Agreement at the termination or earlier expiration of this Agreement.

7. **LIMITED COMMON EXPENSES.** Licensee shall reimburse Licensor for Licensee's pro-rata share of all common expenses (the "**Common Expenses**") incurred by Licensor in the installation, operation, maintenance and repair of the Tower Facility, including, but not limited to, insurance, common utilities and any and all other costs of operating and

maintaining the Tower Facility. Licensee's pro-rata share of the Common Expenses shall be capped at fifty dollars ($50.00) per year. Notwithstanding the foregoing, the cost and expenses associated with any Damage which is directly attributable to the acts or omissions of Licensee or Licensee's contractors shall be borne solely by Licensee. Licensee shall not be required to pay any share of costs or expenses incurred to replace the Tower. For the purposes of this section, a "pro-rata share" of costs and expenses shall be determined based on the number of licensees using the Tower Facility (or with respect to a shared shelter or building, the number of licensees using Licensor's shelter or building) on the first day of the month in which an invoice is mailed to Licensee. Licensee shall reimburse Licensor for Common Expenses within 30 days following receipt of an invoice from Licensor.

8. **SITE INSPECTION**. Concurrent with Licensee's delivery of a fully executed Agreement to Licensor, and before the date of any subsequent modifications to or installation of additional Approved Equipment, Licensee shall pay Licensor the Site Inspection Fee as defined on page 1 of this Agreement. In the event that Licensor installs Licensee's Approved Equipment, Licensor shall waive the Site Inspection Fee with respect to such installation. Licensee acknowledges that any site inspection performed by Licensor of Licensee's installation is for the sole purpose and benefit of Licensor and its affiliates, and Licensee shall not infer from or rely on any inspection by Licensor as assuring Licensee's installation complies with any Applicable Laws, that the installation was performed in a good, workmanlike manner or that such installation will not cause impermissible or unlawful interference.

9. **LABELING**. Licensee shall identify its Approved Equipment, including its equipment cabinets and coaxial cable (at the top and bottom of the Tower) (unless such cabinet is located in a building or cabinet owned by Licensee) by labels with Licensee's name, contact phone number and date of installation. In the event that Licensee fails to comply with this provision and fails to cure such deficiency within 10 days of Licensor's written notice of such failure, Licensor may, but is not obligated to, in addition to any other rights it may have hereunder, label the Approved Equipment and assess against Licensee a fee of $100 which shall be payable to Licensor upon receipt of an invoice therefor. Licensor shall not be responsible to Licensee for any expenses or Damages incurred by Licensee arising from the interruption of Licensee's service caused by Licensor, if Licensor is unable to identify the Approved Equipment as belonging to Licensee as a result of Licensee's failure to label such Approved Equipment.

10. **IMPROVEMENTS BY LICENSEE.**

(a) **Installation and Approved Vendors**. Prior to the commencement of any Work on the Tower Facility, Licensee shall submit to Licensor for review and approval, which approval shall not be unreasonably withheld, detailed plans and specifications accurately describing all aspects of the proposed Work. Licensee shall provide notice to Licensor no less than 5 days prior to the date upon which Licensee intends to commence Work at the Tower Facility, together with a construction schedule, so Licensor has the opportunity to be present during any such Work. Licensee shall not commence Work on the Tower Facility until Licensor issues to Licensee a NTP. Licensor shall issue a NTP only upon request from Licensee and receipt of the following complete and accurate documentation: (1) evidence that any contingencies set forth in the approval of Licensee's Application have been satisfied; (2) evidence that Licensee has obtained all required governmental approvals including, but not limited to, zoning approvals, building permits, and any applicable environmental approvals including copies of the same; (3) a copy of the plans and specifications that have been approved by Licensor for the proposed equipment installation; (4) evidence that any contractors, other than Licensor, that will be performing the Work are on Licensor's approved vendor list, with valid and current worker's compensation and general liability insurance certificates on file with Licensor naming Licensor as an additional insured and which otherwise satisfy the insurance coverage requirements set forth in section 15(d) of this Agreement; and (5) a construction schedule. In no event will a NTP be issued prior to the payment by Licensee of a Relocation Application Fee when required pursuant to section 10(c) of this Agreement. Notwithstanding anything to the contrary in this Agreement, Licensor reserves the right, in its sole discretion, to refuse to permit any person or company to climb the Tower.

(b) **Structural Analysis/Interference Analysis**. Prior to the commencement of any Work on the Tower Facility, not including the Work for any Equipment listed on Exhibit A hereto, by or for the benefit of Licensee, Licensor may, in its reasonable discretion, perform or cause to be performed a structural analysis or require a professional engineer's certified letter to determine the availability of capacity at the Tower Facility for the installation or modification of any Approved Equipment and/or additional equipment at the Licensed Space by Licensee. Licensee agrees to remit payment to Licensor for all reasonable costs and expenses incurred by Licensor for such structural analysis or professional engineer's certified letter ("**Structural Analysis Fee**") within 30 days following receipt of an invoice from Licensor. The foregoing charge shall be at Licensor's prevailing rates for the performance of same or the amount Licensor's vendor is then charging Licensor, as applicable. In the event a structural analysis is performed after the execution of this Agreement but prior to the initial installation of the Approved Equipment, and such analysis indicates that the existing Tower cannot accommodate the proposed installation of Licensee's Approved Equipment thereon, Licensor shall notify Licensee that modification of the Tower is required and inform Licensee of the fee Licensor will charge Licensee to complete such modification (which fee shall be a reasonable estimate of Licensor's actual cost of making such modifications). Such modification shall become part of the Tower Facility and Be Licensor's sole property. If Licensee elects not to pay such fee, and Licensee and Licensor do not

otherwise reach an agreement regarding the costs of such modification, Licensee may terminate this Agreement upon written notice to Licensor. Prior to the commencement of any initial or subsequent construction or installation on the Tower Facility by or for the benefit of Licensee and/or the modification of Licensee's Permitted Frequencies propagated from the Licensed Space, Licensor may elect to perform a shared site interference study ("**SSIS**") and Licensee shall pay Licensor a fee of $1,600.00 per study ("**SSIS Fee**"), as adjusted annually on the anniversary of the Commencement Date by a percentage rate equal to the Annual Escalator. This fee shall be payable at the time Licensee pays the Relocation Application Fee where required pursuant to section 10(c) of this Agreement, or immediately upon receipt of notice from Licensor that Licensor has determined that a SSIS is required. In the event a SSIS is performed after the execution of this Agreement by Licensor but prior to the installation of Licensee's Approved Equipment, and such SSIS indicates that the proposed installation of Licensee's Approved Equipment on the Tower is acceptable, such an indication in no way relieves Licensee of its obligations under section 11 herein.

(c) **Equipment; Relocation, Modification, Removal.** Licensor hereby grants Licensee reasonable access to the Licensed Space for the purpose of installing and maintaining the Approved Equipment and its appurtenances. Except as otherwise provided, Licensee shall be responsible for all site Work to be done on the Licensed Space or the Easement pursuant to this Agreement. Licensee shall provide all materials and shall pay for all labor for the construction, installation, operation, maintenance and repair of the Approved Equipment. Licensee shall not construct, install or operate any equipment or improvements on the Tower Facility other than those which are described on Exhibit A, alter the Permitted Frequencies, or alter the operation of the Approved Equipment. Licensee shall submit an Application, utilizing Licensor's then current form, to request the right to replace or modify its Approved Equipment, alter the Permitted Frequencies or increase the Ground Space, which Application shall be accompanied by a Relocation Application Fee. Licensor shall evaluate for approval the feasibility of Licensee's request, which approval shall be in Licensor's sole discretion. Licensee acknowledges that any such relocation or modification of the Approved Equipment may result in an increase in the Monthly License Fee. An amendment to this Agreement shall be prepared to reflect each addition or modification to Licensee's Approved Equipment to which Licensor has given its written consent and the resulting increase in the Monthly License Fee, if any. Licensee shall have the right to remove all Approved Equipment at Licensee's sole expense on or before the expiration or earlier termination of the License provided Licensee repairs any Damage to the Tower Facility or the Tower caused by such removal. Within 30 days of the expiration or termination of this Agreement for any reason, Licensee shall: (i) remove the Approved Equipment and any other property of Licensee at the Tower Facility at Licensee's sole risk, cost, and expense; (ii) deliver the Licensed Space in substantially the same and in as good a condition as received (ordinary wear and tear excepted); and (iii) repair any Damage caused by the removal of the Approved Equipment within 10 days of the occurrence of such Damage. If Licensee fails to timely pay the Holdover Fee or does not remove its Approved Equipment within 30 days after the expiration or termination of this Agreement, (i) the Approved Equipment shall be deemed conclusively and absolutely abandoned by Licensee and anyone claiming by, through, or under Licensee except for Hazardous Materials and waste and Approved Equipment containing Hazardous Materials and waste; and (ii) Licensor shall have the right to remove the Approved Equipment at Licensee's sole expense and dispose of such Approved Equipment in any manner Licensor so elects, and Licensee shall reimburse Licensor for its expenses upon demand without off-set.

11. RF INTERFERENCE/ USER PRIORITY.

(a) **Definitions.** For purposes of this section 11, the following capitalized terms shall have the meanings set forth herein:

(i) **Interference** includes any performance degradation, misinterpretation, or loss of information to a radio communications system caused by unwanted energy emissions, radiations, or inductions, but shall not include permissible interference as defined by the FCC, and in addition, with regard to Unlicensed Frequencies, congestion.

(ii) **Licensed Frequencies** are those certain channels or frequencies of the radio frequency spectrum that are licensed by the FCC in the geographic area where the Tower Facility is located.

(iii) A **Licensed User** is any user of the Tower Facility, including Licensee, which transmits and/or receives Licensed Frequencies at the Tower Facility, but only with respect to such Licensed Frequencies.

(iv) A **Priority User** is any Licensed User of the Tower Facility that holds a priority position in relationship to Licensee for protection from Interference, as determined in this section 11, which status is subject to change as set forth herein.

(v) A **Subsequent User** is any user of the Tower Facility that holds a subordinate position in relationship to Licensee for protection from Interference, as determined in this section 11, which status is subject to change as set forth herein.

(vi) **Unlicensed Frequencies** are those certain channels or frequencies of the radio frequency spectrum that are not licensed by the FCC and are available for use by the general public in the geographic area where the Tower Facility is located.

(vii) An **Unlicensed User** is any user of the Tower Facility, including Licensee, which transmits and/or receives Unlicensed Frequencies at the Tower Facility, but only with respect to such Unlicensed Frequencies.

(b) **Information**. Licensee shall cooperate with Licensor and with other lessees, licensees or occupants of the Tower Facility for purposes of avoiding Interference and/or investigating claims of Interference. Upon request, Licensee, within 10 days of Licensor's request, shall provide Licensor with a list of Licensee's transmit and receive frequencies and Approved Equipment specifications necessary to resolve or investigate claims of Interference.

(c) **Unlicensed Frequencies**. Notwithstanding any other provision contained herein, as among Licensor, Licensee and other users of the Tower or Tower Facility, (i) an Unlicensed User shall have no priority with respect to any other FCC Unlicensed Users with respect to Interference; and (ii) an Unlicensed User's rights and obligations with respect to such Interference shall be determined and governed by FCC Rules and Regulations and any other Applicable Law. Licensor expressly disclaims any and all warranties and accepts no responsibility for management, mediation, mitigation or resolution of Interference among FCC Unlicensed Users operating at the Tower Facility and shall have no liability therefor.

(d) **Licensed Frequencies**. Subject to FCC Rules and Regulations and other Applicable Law, the Parties acknowledge and agree that the accepted industry standard for priority protection from Interference between multiple Licensed Users has been based on the priority of occupancy of each user to another user of the Tower or Tower Facility, which priority has been based on the order of submittal of its collocation Application by each user of the Tower or Tower Facility. Should Application of FCC Rules and Regulations and other Applicable Law not resolve any claims of Interference consistent with subsections 11(e), 11(f) and 11(g) below, as among Licensor, Licensee and other users of the Tower Facility, (i) each Licensed User's priority shall be maintained so long as the Licensed User does not change the equipment and/or frequency that it is entitled to use at the Tower Facility at the time of its initial occupancy; and (ii) Licensee acknowledges and agrees that if Licensee replaces its Approved Equipment or alters the radio frequency of the Approved Equipment to a frequency range other than as described on page 1 of this Agreement, Licensee will lose its priority position for protection from Interference with regard to Approved Equipment operating at the new frequency in its relationship to other Licensed Users which are in place as of the date Licensee replaces its Approved Equipment or alters its radio frequency, consistent with this section 11.

(e) **Correction.**

(i) Licensee. Licensee agrees not to cause Interference with the operations of any other user of the Tower or Tower Facility and to comply with all other terms and provisions of this section 11 imposed upon Licensee. If Licensor determines, in its reasonable discretion based on standard and accepted engineering practices, that Licensee's Approved Equipment is causing Interference to the installations of Licensor or a Priority User, Licensee shall, within 48 hours of notification from Licensor, commence such actions as are necessary to mitigate or eliminate the Interference, with the exception of ceasing Licensee's operations. If Licensee cannot mitigate or eliminate such Interference within the 48 hour period, Licensor may file a complaint with the FCC (currently the FCC's Enforcement Bureau, Spectrum Enforcement Division) or if such other user of the Tower Facility which is subject to Interference from Licensee's Approved Equipment is a Priority User, then upon the request of such Priority User consistent with Licensor's contractual obligations owed to the Priority User, Licensor may require that Licensee turn off or power down its interfering Approved Equipment and only power up or use such Approved Equipment during off-peak hours specified by Licensor in order to test whether such Interference continues or has been satisfactorily eliminated. If Licensee is unable to resolve or eliminate, to the satisfaction of Licensor, such Interference within 30 days from Licensee's initial notification thereof, Licensee will immediately remove or cease operations of the interfering Approved Equipment.

(ii) Licensor. Upon the request of Licensee, Licensor hereby covenants to take commercially reasonable efforts to prohibit a Subsequent User from causing Interference with the operations of Licensee to the extent Licensee is a Priority User pursuant this section 11. If Licensor determines, in its reasonable discretion based on standard and accepted engineering practices, that a Subsequent User's equipment is causing Interference to the installations of Licensee, upon Licensee's request, Licensor shall, within 48 hours of request, commence such actions as are necessary to mitigate or eliminate the Interference, with the exception of ceasing Subsequent User's operations.

(iii) Government Users. Notwithstanding the foregoing, if another user of the Tower or Tower Facility is a governmental entity, Licensor shall give such governmental entity written notice of the Interference within 5 Business Days of Licensor's determination that such action is reasonably necessary. Licensor shall have the right to give the governmental entity 5 Business Days, or more as specified in the governmental site or occupancy

agreement or as required by Applicable Law, from the receipt of such notice prior to Licensor being required to take any actions required by this subsection 11 (e) to cure such Interference.

(f) **FCC Requirements Regarding Interference**. Nothing herein shall prejudice, limit or impair Licensee's rights under Applicable Law, including, but not limited to, FCC Rules and Regulations to redress any Interference independently of the terms of this section 11. Notwithstanding anything herein to the contrary, the provisions set forth in this section 11 shall be interpreted in a manner so as not to be inconsistent with Applicable Law, including, but not limited to, FCC Rules and Regulations and nothing herein relieves Licensee from complying with all Applicable Laws governing the propagation of radio frequencies and/or radio frequency interference. The Parties acknowledge that currently FCC Rules and Regulations govern the obligations of wireless telecommunication service providers with respect to the operation of equipment and use of frequencies. Consequently, the provisions set forth in this section 11 are expressly subject to CFR, Title 47, including but not limited to Part 15, et seq, governing Radio Frequency Devices; Part 20, et seq, governing commercial mobile radio services; Part 24, et seq, governing personal communications services; and Part 90, et seq, governing private land mobile radio services. In addition, in accordance with good engineering practice and standard industry protocols, licensees employ a wide range of techniques and practices, including those involving the use of proper types of equipment as well those related to the adjustment of operating parameters, in a mutually cooperative effort to identify and mitigate sources of Interference. The obligation of Part 20 licensees, including, but not limited to, private paging, specialized mobile radio services, cellular radiotelephone service and personal communications services, to avoid Interference is set forth in 47 CFR Part 90, Subpart N – Operating Requirements, §90.403(e). Claims of Interference are ultimately cognizable before the FCC's Enforcement Bureau, Spectrum Enforcement Division. Licensee shall observe good engineering practice and standard industry protocols, applying such commercially reasonable techniques as constitute best practices among licensees, in the deployment of their frequencies and the operation of the Approved Equipment. If Licensee deploys its frequencies or operates the Approved Equipment in a manner which prevents any other user of the Tower or Tower Facility from decoding signal imbedded in their licensed frequencies such that the Spectrum Enforcement Division makes a determination that Licensee is the cause of the Interference and Licensee fails or refuses to mitigate or eliminate the Interference within the time and manner proscribed by the Spectrum Enforcement Division, Licensee shall be default of this Agreement and the remedies set forth in section 22 shall apply.

(g) **Public Safety Interference**. As of the Commencement Date, Licensor and Licensee are aware of the publication of FCC Final Rule, Private Land Mobile Services; 800 MHz Public Safety Interference Proceeding, *Federal Register*: November 22, 2004 (Volume 69, Number 224), Rules and Regulations, Page 67823-67853 ("**Final Rule**"). Claims of Interference made by or against users which are public safety entities shall be in compliance with the Final Rule as and when effective, or otherwise in accordance with FCC Rules and Regulations.

(h) **AM Detuning**. The parties acknowledge that the FCC Rules and Regulations govern the obligations of Licensee with respect to the operation of the Approved Equipment. Consequently, the provisions set forth in this Agreement are expressly subject to the FCC Rules and Regulations, including, but not limited to 47 C.F.R. §§ 27.63, 22.371 and 73.1692. Licensee agrees, at Licensee's sole cost, to comply with the foregoing as well as any and all other FCC Rules, Regulations and public guidance relating to AM detuning as such provisions currently exist or are hereafter modified. Licensee shall be fully responsible for any pre and/or post installation testing for AM interference at the Tower Facility and for the installation of any new detuning apparatus or the adjustment of any existing detuning apparatus that may be necessary to prevent adverse effects on the radiation pattern of any AM station caused by the installation of the Approved Equipment. Licensee shall provide Licensor with written proof of such compliance. In the event that Licensee determines that pre or post-installation testing for AM interference is not required at the Tower Facility, such a determination shall be at Licensee's sole risk. If Licensee or Licensor receives a complaint of interference from an AM broadcast station after the Approved Equipment is added to a Tower or a Tower is modified to accommodate Licensee, Licensee shall eliminate such interference within 30 calendar days of the receipt of such complaint. Licensee's failure to eliminate such interference within such 30 day period shall constitute a default under this Agreement and Licensor shall have the right to eliminate such interference at Licensee's expense. Licensee further agrees to indemnify Licensor in the event that Licensee's failure to comply with the FCC Rules and Regulations prior to installation/modification of the Approved Equipment results in any administrative investigation, proceeding or adjudication with respect to Licensor.

12. **SITE RULES AND REGULATIONS**. Licensee agrees to comply with the reasonable rules and regulations established from time to time at the Tower Facility by Licensor, which may be modified by Licensor from time to time upon receipt by Licensee of such revised rules and regulations. Such rules and regulations will not unreasonably interfere with Licensee's use of the Licensed Space under this Agreement.

13. **DESTRUCTION; CONDEMNATION**.

(a) **Destruction.** If the Tower or other portions of the improvements at the Tower Facility owned by Licensor are destroyed or so damaged as to materially interfere with Licensee's use and benefits from the Licensed Space,

Licensor or Licensee shall be entitled to elect to cancel and terminate this Agreement on the date of such casualty and any unearned Monthly License Fee paid in advance of such date shall be refunded by Licensor to Licensee within 30 days of such termination date. Notwithstanding the foregoing, Licensor may elect, in its sole discretion, to restore the damaged improvements, in which case Licensee and Licensor shall remain bound to the terms of this Agreement but Licensee shall be entitled to an abatement of the Monthly License Fee during the loss of use. If the Tower is so damaged that reconstruction or repair cannot reasonably be undertaken without removing the Approved Equipment, then (i) Licensor may, upon giving written notice to Licensee, remove any of the Approved Equipment and interrupt the signal activity of Licensee, (ii) Licensee may, at Licensee's sole cost and expense, install temporary facilities pending such reconstruction or repair, provided such temporary facilities do not interfere with the construction, rebuilding or operation of the Tower, (iii) Licensor agrees to provide Licensee alternative space, if available, on the Tower or at the Tower Facility during such reconstruction/repair period and (iv) should Licensor not substantially restore or replace the Tower in a fashion sufficient to allow Licensee to resume operations thereon within 6 months of the date of casualty, provided that such 6 month period shall be automatically extended for so long as Licensor has commenced and diligently continues to restore or replace such Tower, and Licensee's operation has been materially disrupted for 60 or more consecutive days, then Licensee, upon 30 days' prior written notice to Licensor, may terminate this Agreement.

(b) **Condemnation.** If the whole or any substantial part of the Tower Facility shall be taken by any public authority under the power of eminent domain or in deed or conveyance in lieu of condemnation so as to materially interfere with Licensee's use thereof and benefits from the Licensed Space, then this Agreement shall terminate on the part so taken on the date of possession by such authority of that part, and Licensor or Licensee shall have the right to terminate this Agreement and any unearned Monthly License Fee paid in advance of such termination shall be refunded by Licensor to Licensee within 30 days following such termination. Notwithstanding the foregoing, Licensor may elect to rebuild the Tower or other improvements affected by such condemnation at an alternate location or property owned, leased or managed by Licensor, in which case Licensee and Licensor shall remain bound hereby. Should the alternate location materially interferes with Licensee's use set forth in Paragraoh 4 of this Agreement, then Licensee may terminate the Agreement pursuant to this Paragraph 13(b). Upon such relocation of the Tower or improvements, the Licensed Space shall be modified to include the new Tower or improvements and the property on which the same are located and this Agreement shall be amended accordingly to clarify the rights of Licensor and Licensee with respect to the Licensed Space. Licensee agrees not to make a claim to the condemning authority for any condemnation award to the extent such claim shall diminish or affect the award made to Licensor with regard to such condemnation.

(c) **License Fee Abatement.** The Monthly License Fee with respect to the affected Tower Facility shall be abated during any period that the Tower has not been restored following an event described in subsections (a) or (b) above so long as Licensee is unable to continue to operate from a temporary location at the property during any period of restoration.

14. **COMPLIANCE WITH LAWS**. Licensor shall be responsible for compliance with any marking and lighting requirements of the FAA and the FCC applicable to the Tower Facility, provided that if the requirement for compliance results from the presence of the Approved Equipment on the Tower, not including Licensee's initial installation of the Equipment listed on Exhibit A attached hereto, Licensee shall pay the costs and expenses therefor (including any lighting automated alarm system so required). Licensee has the responsibility of carrying out the terms of Licensee's FCC license with respect to tower light observation and notification to the FAA if those requirements imposed on Licensee are in excess of those required of Licensor. Notwithstanding anything to the contrary in this Agreement, Licensee shall at all times comply with all Applicable Laws and ordinances and all rules and regulations of municipal, state and federal governmental authorities relating to the installation, maintenance, location, use, operation, and removal of the Approved Equipment and other alterations or improvements authorized pursuant to the provisions of this Agreement.

Modifications or Repairs Needed to Comply with Applicable Law. If Licensor reasonably determines that any structural modifications or repairs are required to a Tower or Tower Facility resulting from the presence of the Equipment and that of other users of the Tower Facility to comply with then-current Applicable Laws (other than structural modifications required to accommodate and directly attributable to Licensee's installations or modifications of its Equipment), Licensor shall notify Licensee of such modifications or repairs and give Licensee an estimate of their costs on a pro-rata basis (based on the number of users of the Tower Facility). If Licensee's share of such estimate exceeds the annual License Fee then in effect, Licensee may terminate the applicable Schedule by notifying Licensor in writing within 10 days of receiving such estimate, and Licensee shall remove any Equipment that has been installed at the Tower Facility no later than ten 10 days after such notice of termination is received by Licensor. If Licensee does not terminate the applicable Schedule in accordance with this paragraph, Licensee shall issue a purchase order or check in the amount of Licensee's portion of such costs within 30 days of the receipt of notice of same from Licensor, and Licensor shall proceed with the repairs and/or modifications.

15. INDEMNIFICATION; INSURANCE.

(a) **Mutual Indemnity.** Subject to the mutual waiver of subrogation set forth in section 27, Licensee and Licensor each indemnifies the other against and holds the other harmless from any and all costs, demands, Damages, suits, expenses, or causes of action (including reasonable attorneys fees and court costs) which arise out of the use and/or occupancy of the Licensed Space by the Indemnifying Party. This indemnity does not apply to any Claims arising from the gross negligence or intentional misconduct of the Indemnified Party.

(b) **Limits on Indemnification**. Neither Party shall be responsible or liable to any of the foregoing Indemnified Parties for any Damages arising from any claim to the extent attributable to any acts or omissions of other licensees or users occupying the Tower Facility or for any structural or power failures or destruction or damage to the Tower Facility except to the extent caused by the sole, joint, or concurrent gross negligence or willful misconduct of such Party.

(c) **Survival.** The provisions of this section 15 shall survive the expiration or earlier termination of this Agreement with respect to any events occurring on or before expiration or termination of same whether or not Claims relating thereto are asserted before or after such expiration or termination.

(d) **Insurance.** Licensor and Licensee shall keep in full force and effect, during the Term of this Agreement, insurance coverage in accordance with Appendix II attached hereto.

16. LIMITATION OF PARTIES' LIABILITY. Neither licensor nor licensee shall be responsible for, and hereby waives any incidental or consequential damages incurred resulting from (i) licensee's use or licensee's inability to use the tower facility, or (ii) damage to the other's equipment. If Licensor shall fail to perform or observe any term, condition, covenant or obligation required to be performed or observed by it under this Agreement or is charged with an indemnity obligation hereunder, and if Licensee shall, as a consequence thereof, recover a money judgment against Licensor (whether compensatory or punitive in nature), Licensee agrees that it shall look solely to Licensor's right, title and interest in and to the Tower Facility and the Tower for the collection of such judgment, and Licensee further agrees that no other assets of Licensor shall be subject to levy, execution or other process for the satisfaction of Licensee's judgment, and that Licensor shall not be personally liable for any deficiency.

17. DISCLAIMER OF WARRANTY. Licensor hereby expressly disclaims all warranties of merchantability and fitness for a particular purpose associated with the tower facility or the tower. Licensee hereby accepts the tower facility "as is, where is, with all faults."

18. NOTICES. All notices, demands, approvals, requests and other communications shall be in writing to such Party at the address listed in the introductory paragraph of this Agreement (and in each case, in the event of notice to Licensor, with a copy of such notice to American Towers, Inc., 116 Huntington Avenue, Boston, MA 02116, Attention: General Counsel) or at such other address as such Party shall designate by notice to the other party hereto in accordance with this section 18 (the **"Notice Address"**) and may be personally delivered; mailed, via United States certified mail, return receipt requested; or transmitted by overnight courier for next Business Day delivery, and, if not delivered personally, shall be deemed to be duly given or made 2 Business Days after deposit with the applicable carrier or courier. Notices will be deemed to have been given upon either receipt or rejection. Notwithstanding the foregoing, (i) any notice that is given by a party may be given by the attorneys for that party and shall be deemed effective for all purposes herein, and (iii) only notices, letters, documents, or instruments threatening to declare or declaring such addressee or recipient in default under this Agreement shall be required to be sent to the attorneys representing such addressee or recipient, if the name and address of such attorney is provided for herein.

19. ASSIGNMENT; SUBLEASING. Licensee may not assign this Agreement as a whole, or any portion of Licensee's rights, title and interests hereunder without Licensor's prior written consent; *provided, however*, that Licensor's consent will not be required for an assignment to (i) any person or entity which is directly or indirectly (through one or more subsidiaries) controlled by, controlling or under common control with Licensee, (ii) all departments, agencies and districts of the Licensee, (iii) is the successor or surviving entity by a merger or consolidation of such entity pursuant to Applicable Law, or (iv) purchases substantially all the assets of Licensee (collectively, "**Permitted Affiliate**"). For the purpose of this section 19, "control" means ownership, directly or indirectly, of 50% or more of the voting stock, equity or beneficial interest or a general partner of any partnership, and the ability to effectively control or direct the business of Licensee. In no event may Licensee sublet, sublease, or permit any use of the Tower Facility or Licensed Space by any other party. Any permitted assignee shall expressly assume, and become bound by, all of Licensee's obligations under this Agreement. Licensor may freely assign, transfer, or sublease this Agreement and, in such event, Licensor shall be relieved of all of its obligations under this Agreement from and after the date of such assignment or transfer. Licensee shall pay Licensor a fee of $500.00 (which fee shall increase annually on each anniversary of the Commencement Date by a percentage rate increase equal to the Annual Escalator) in each instance in which Licensee requests Licensor to consent to an assignment of this Agreement or in which Licensee seeks an estoppel certificate, nondisturbance agreement, subordination agreement or other similar agreement to defray the administrative cost incurred by Licensor to process such requests, prepare and process any necessary documentation, and modify its database and other

information systems to reflect any such agreement. Such fee is due upon submission of Licensor's request and is hereby deemed fully earned by Licensor upon receipt. Notwithstanding anything to the contrary, Licensor may condition its consent to any assignment, on among other things, (i) requiring that the assignee execute a new form of license agreement so long as the Monthly License Fee and Initial and Renewal Terms of such agreement are consistent with those set forth in this Agreement, and (ii) requiring the assignee to demonstrate that it maintains at the time of such assignment, as evidenced by current financial statements provided to Licensor, a financial position reasonably demonstrating the ability of such assignee to meet and perform the obligations of Licensee hereunder through the unexpired balance of the then current Initial Term or Renewal Term. Any purported assignment by Licensee in violation of the terms of this Agreement shall be void. This Agreement shall be binding upon the successors and permitted assigns of both Parties.

20. Intentionally Omitted.

21. **DEFAULT**. The occurrence of any of the following instances shall be considered to be a default or a breach of this Agreement by Licensee: (i) any failure of Licensee to pay the Monthly License Fee, or any other charge for which Licensee has the responsibility of payment under this Agreement, within 10 Business Days of the date following written notice to Licensee from Licensor, or its designee, of such delinquency, it being understood, however, that Licensor is obligated to provide such notice only two times in each calendar year, and the third instance of the failure to pay the Monthly License Fee or any other charge shall be an immediate default without notice to Licensee if not paid within 10 Business Days of the date when due; (ii) any failure of Licensee to perform or observe any term, covenant, provision or condition of this Agreement which failure is not corrected or cured by Licensee within 30 days of receipt by Licensee of written notice from Licensor, or its designee, of the existence of such a default; except such 30 day cure period shall be extended as reasonably necessary to permit Licensee to complete a cure so long as Licensee commences the cure within such 30 day cure period and thereafter continuously and diligently pursues and completes such cure; (iii) failure of Licensee to abide by the Interference provisions as set forth in section 11; (iv) Licensee shall become bankrupt, insolvent or file a voluntary petition in bankruptcy, have an involuntary petition in bankruptcy filed against Licensee which cannot be or is not dismissed by Licensee within 60 days of the date of the filing of the involuntary petition, file for reorganization or arrange for the appointment of a receiver or trustee in bankruptcy or reorganization of all or a substantial portion of Licensee's assets, or Licensee makes an assignment for such purposes for the benefit of creditors; (v) Licensee's interest herein or Licensee's interest in the Tower Facility are executed upon or attached by a creditor of Licensee; (vi) the imposition of any lien on the Approved Equipment except as may be expressly authorized by this License, or an attempt by Licensee or anyone claiming through Licensee to encumber Licensor's interest in the Tower Facility, and the same shall not be dismissed or otherwise removed within 10 Business Days of written notice from Licensor to Licensee.

22. **REMEDIES**. In the event of a default or a breach of this Agreement by Licensee and after Licensee's failure to cure the same within the time allowed Licensee to cure such default, if applicable, then Licensor may, in addition to all other rights or remedies Licensor may have hereunder at law or in equity, (i) terminate this Agreement by giving written notice to Licensee, stating the date upon which such termination shall be effective, (ii) terminate electrical power to the Approved Equipment, and/or (iii) remove the Approved Equipment without being deemed liable for trespass or conversion and store the same at Licensee's sole cost and expense for a period of 30 days after which the Approved Equipment, other than Hazardous Materials, will be deemed conclusively abandoned if not claimed by Licensee. Licensee shall pay all reasonable attorney's fees, court costs, removal and storage fees (including any damage caused thereby), and other items of cost reasonably incurred by Licensor in recovering the Monthly License Fee or other fee or charge. Licensee shall not be permitted to claim the Approved Equipment until Licensor has been reimbursed for removal and storage fees. Past due amounts under this Agreement will bear interest from the date upon which the past due amount was due until the date paid at a rate equal to 18% per annum, or at a lower rate if required by law in the state in which this Agreement is to be performed. In addition, Licensee shall be assessed a late payment fee equal to 25% of the then-current Monthly License Fee for any payment or reimbursement due to Licensor under this Agreement which is overdue by ten (10) days or more and such fee shall be assessed for each 30 day period thereafter that any such amount (or portion thereof) remains unpaid.

23. **GOVERNMENTAL APPROVALS; PERMITS**. In the event that any governmental permit, approval or authorization required for Licensor's use of, operation of, or right to license space to Licensee at the Tower Facility is terminated or withdrawn by any governmental authority or third party as part of any governmental, regulatory, or legal proceeding, Licensor may terminate this Agreement. Licensee hereby agrees that in the event of a governmental or legal order requiring the removal of the Approved Equipment from the Tower, the modification of the Tower, or the removal of the Tower, Licensee shall remove the Approved Equipment promptly, but in no event later than the date required by such order, at Licensee's sole cost and expense. Licensor shall cooperate with Licensee in Licensee's efforts to obtain any permits or other approvals that may be necessary for Licensee's installation and operation of the Approved Equipment, provided that Licensor shall not be required to expend any funds or undertake any liability or obligation in connection with such cooperation. Licensor may elect to obtain such required approvals or permits on Licensee's behalf, at Licensee's sole cost and expense. In no event may Licensee encourage, suggest, participate in or permit the imposition of any restrictions or additional obligations whatsoever on the Tower Facility or Licensor's current or future use or ability

to license space at the Tower Facility as part of or in exchange for obtaining any such approval or permit. In the event that Licensee's shelter or cabinets are installed above a third-party or Licensor-owned shelter or building, Licensee shall be solely responsible for obtaining any required approvals, or permits in connection with such shelter or cabinet installation, excepting the consent of other users at the Tower Facility and/or the ground landlord which shall remain the sole responsibility of Licensor where required.

24. **REPLACEMENT OF TOWER/RELOCATION OF APPROVED EQUIPMENT.**

(a) **Replacement of Tower**. Licensor may, at its election, replace or rebuild the Tower or a portion thereof. Such replacement will (i) be at Licensor's sole cost and (ii) not result in an interruption of Licensee's communications services beyond that which is necessary to replace the new Tower. Licensor shall take all commercially reasonable steps to ensure Licensee's communication services are not interrupted pursuant to this provision 24(a). If Licensee, in Licensee's reasonable discretion, cannot operate the Approved Equipment from the existing Tower during such replacement or rebuild of the Tower, Licensee may establish, , a temporary facility on the Tower Facility to provide such services as Licensee deems necessary during any such construction by Licensor so long as adequate space is then available. The cost of such temporary facility shall be divided evenly between Licensor and Licensee; however, Licensor's obligation shall be capped at five thousand dollars ($5,000.00). The location of such temporary facilities shall be subject to Licensor's approval. The License Fee due hereunder shall be abated for any period during which Licensee is prevented from broadcasting from the existing Tower due to such replacement or relocation. At the request of either Party, Licensor and Licensee shall enter into an amendment to this Agreement to clarify the rights of Licensor and Licensee to the new Tower Facility.

(b) **Intentionally Omitted.**

(c) **Intentionally Omitted.**

25. **EMMISIONS.** If antenna power output ("**RF Emissions**") is presently or hereafter becomes subject to any restrictions imposed by the FCC or other governmental agency for RF Emissions standards on Maximum Permissible Exposure ("**MPE**") limits, or if the Tower Facility otherwise becomes subject to federal, state or local rules, regulations, restrictions or ordinances, Licensee shall comply with Licensor's reasonable requests for modifications to the Approved Equipment which are reasonably necessary for Licensor to comply with such limits, rules, regulations, restrictions or ordinances and Licensor shall use commercially reasonable efforts to cause all other licensees of the Tower Facility to promptly comply. If Licensor requires an engineering evaluation or other power density study be performed to evaluate RF Emissions compliance with MPE limits, then all reasonable costs of such an evaluation or study shall be paid proportionately by Licensee and all other licensees of the Tower within 30 days of Licensor's request therefor. If said study or a study sponsored by any governmental agency indicates that RF Emissions at the Tower Facility do not comply with MPE limits, then Licensee and Licensor, each for itself, shall immediately take any and all steps necessary to ensure that it is individually in compliance with such limits, up to and including cessation of operation, until a maintenance program or other mitigating measures can be implemented to comply with MPE and in addition, Licensor shall use commercially reasonable efforts to cause all other licensees of the Tower to take similar steps necessary to ensure that they are individually in compliance with such limits.

26. **ENVIRONMENTAL.** Licensee covenants that it will not use, store, dispose, or release any Hazardous Substances on the Tower Facility in violation of Applicable Law. Licensee agrees to indemnify and save harmless Licensor against any and all Claims, liabilities, causes of action, Damages, orders, judgments, and clean-up costs arising from Licensee's breach of any the covenants contained in this section 26. The obligations of Licensee to indemnify Licensor pursuant to this section 26 shall survive the termination or expiration of this Agreement.

27. **SUBROGATION.**

(a) **Waiver**. Licensor and Licensee waive all rights against each other and any of their respective consultants and contractors, agents and employees, for Damages caused by perils to the extent covered by the proceeds of the insurance provided herein, except such rights as they may have to the insurance proceeds. All insurance policies required under this Agreement shall contain a waiver of subrogation provision under the terms of which the insurance carrier of a Party waives all of such carrier's rights to proceed against the other Party. Licensee's insurance policies shall provide such waivers of subrogation by endorsement. Licensee shall require by appropriate agreements, written where legally required for validity, similar waivers from its contractors and subcontractors. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

(b) **Mutual Release**. Notwithstanding anything in this Agreement to the contrary, Licensor and Licensee each release the other and its respective affiliates, employees and representatives from any Claims by them or any one claiming through or under them by way of subrogation or otherwise for Damage to any person or to the Tower Facility and to

the fixtures, personal property, improvements and alterations in or on the Tower Facility that are caused by or result from risks insured against under any insurance policy carried by each and required by this Agreement, provided that such releases shall be effective only if and to the extent that the same do not diminish or adversely affect the coverage under such insurance policies and only to the extent of the proceeds received from such policy.

28. **GOVERNING LAW**. This Agreement shall be governed by the laws of the state in which the Tower Facility is located, with the exception of its choice of laws provisions. If any provision of this Agreement is found invalid or unenforceable under judicial decree or decision, the remaining provisions of this Agreement shall remain in full force and effect. Any approval, consent, decision, or election to be made or given by a Party may be made or given in such Party's sole judgment and discretion, unless a different standard (such as reasonableness or good faith) is provided for explicitly.

29. **FINANCING AGREEMENT**. Licensee may, upon written notice to Licensor, mortgage or grant a security interest in the Approved Equipment to any such mortgagees or holders of security interests including their successors and assigns. No such security interest shall extend to, affect or encumber in any way the interests or property of Licensor.

30. **MISCELLANEOUS.** Upon Licensor's written request, Licensee shall promptly furnish Licensor with complete and accurate information in response to any reasonable request by Licensor for information about any of the Approved Equipment or utilities utilized by Licensee at the Tower Facility or any of the channels and frequencies utilized by Licensee thereon. In the event that this Agreement is executed by Licensor, its Affiliates or any trade name utilized by Licensor or its Affiliates and such signatory does not hold the real Tower Facility or leasehold interest in the affected Tower Facility, the execution of this Agreement shall be deemed to have been properly executed by Licensor or Licensor's Affiliate which properly holds such interest in the affected Tower Facility. Upon the termination or expiration of this Agreement, Licensee shall immediately upon the request of Licensor deliver a release of any instruments of record evidencing such Agreement. Notwithstanding the expiration or earlier termination of this Agreement, sections 15, 16, 17, and 26 shall survive the expiration or earlier termination of the Agreement. No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provision herein (whether or not similar), nor shall such waiver constitute a continuing waiver unless expressly agreed to in writing by the affected Party. This Agreement constitutes the entire agreement of the Parties hereto concerning the subject matter herein and shall supersede all prior offers, negotiations and agreements, whether written or oral. No revision of the Agreement shall be valid unless made in writing and signed by authorized representatives of both Parties. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute but one instrument. The Parties agree that a scanned or electronically reproduced copy or image of this Agreement shall be deemed an original and may be introduced or submitted in any action or proceeding as a competent evidence of the execution, terms and existence of this Agreement notwithstanding the failure or inability to produce or tender an original, executed counterpart of this Agreement and without the requirement that the unavailability of such original, executed counterpart of this first be proven.

31. **CONFIDENTIALITY**. Neither Party shall use the other's name, service mark or trademark in any public announcement or advertisement without the prior written consent of the other Party, which may be withheld in such Party's sole and absolute discretion.

The offer of license expressed in this Agreement shall automatically expire and become void if two unaltered counterparts of this Agreement, executed by Licensee, are not delivered to Licensor within 30 days of the Effective Date.

ATTACHED EXHIBITS:
Exhibit A: List of Approved Equipment and location of the Licensed Space
Exhibit B: Site Drawing indicating the location of Ground Space for Licensee's equipment shelter or space in Licensor's building (as applicable)
Exhibit C: As-Built Drawings or Construction Drawings to be attached within 45 days after Commencement Date in accordance with Section 3
Appendix I: Definitions
Appendix II: Insurance

Exhibit A
List of Approved Equipment and location of the Licensed Space

EXHIBIT A

COUNTY OF RIVERSIDE | Joshua Tree - American Tower Building Site # 89329

GROUND SPACE REQUIREMENTS

LOCATION OF CUSTOMER EQUIPMENT	INDOOR CABINETS (ATC Building)		OUTDOOR SHELTER (Customer Building)	X	BTS
# of RACKS/CABINETS/BTS	County Shelter		EQUIPMENT SHELTER/CABINET/BTS DIMENSIONS (HxLxW) (ft)	12' x 20' x 11'8"'	
LEASED GROUND SPACE DIMENSIONS (HxLxW) (ft)	45' x46'10" x20'7" x28'3" x 32'8"		CONCRETE PAD DIMENSIONS (LxW) (ft)	20' x 12'	
ADDITIONAL GROUND SPACE REQUIREMENTS (H X L x W)	None	POWER PROVIDED BY:	ATC PROVIDED		UTILITY COMPANY DIRECT X
TELCO/INTERCONNECT REQUIREMENTS	POTS		T1		MICROWAVE X FIBER OPTICS

GENERATOR INFORMATION	APPLICANT PROVIDED	X	NONE			
	MANUFACTURER	TBD	MAKE/ MODEL	TBD	CAPACITY (KW)	30
	FUEL TYPE	Propane	TANK SIZE	1000	BODY TYPE	60

ANTENNA EQUIPMENT SPECIFICATIONS

	SECTOR #1	SECTOR #2	SECTOR #3	DISH	TTA/MHA	GPS
ANTENNA QUANTITY	2	2	N/A	2	N/A	2
TRANSMIT OR RECEIVE	1 Transmit/ 1 Receive	1 Transmit/ 1 Receive	N/A	Both	N/A	N/A
MANUFACTURER	Sinclair	Sinclair	N/A	RFS	N/A	N/A
TYPES OF ANTENNAS	Reflector	Array	N/A	Microwave	N/A	N/A
MODEL #	SD210R-HF2P90LDF	SE419-SF3PALDF A=60	N/A	PAD8-65A (8') PAD6-65B (6')	N/A	N/A
ANTENNA WEIGHT (Per Antenna)	32lb	15.7lb	N/A	285lb (8'), 141lb (6')	N/A	N/A
ANTENNA DIMENSIONS (HxWxD) (Indicate feet or inches)	60" x 54" x 26"	103" x 25" x 9.5"	N/A	1- 96" 1 - 72"	N/A	N/A
ANTENNA MOUNT HEIGHT (ft)	205' Rx / 184' Tx	205' Rx / 192' Tx/Rx	N/A	8'- (205") / 6' - (175')	N/A	N/A
RAD CENTER AGL (ft)	205' Rx / 184' Tx	205' Rx / 192' Tx/Rx	N/A	8'- (205") / 6' - (175')	N/A	10' - Building Mounted
MOUNT TYPE (Flush, Platform, Pipe, T-frame, etc.)	6' Standoff	6' Standoff	N/A	N/A	N/A	N/A
TOWER LEG	0	0	N/A	0	N/A	N/A
DIRECTION of RADIATION	140	140	N/A	240 - (205', 175')	N/A	N/A
TX FREQUENCY	147-174 MHz	773.9625 MHz	N/A	6.425-7.125 GHz	N/A	N/A
RX FREQUENCY	147-174 MHz	803.9625 MHz	N/A	6.425-7.125 GHz	N/A	N/A
ANTENNA GAIN	7.6 dBi	12.6 dBi	N/A	41.6, 42.1, 42.5 dBi	N/A	N/A
# of LINES PER ANTENNA	1	1	N/A	1	N/A	N/A
LINE TYPE	N/A	N/A	N/A	N/A	N/A	N/A
LINE DIAMETER	7/8"	7/8"	N/A	E-65	N/A	N/A

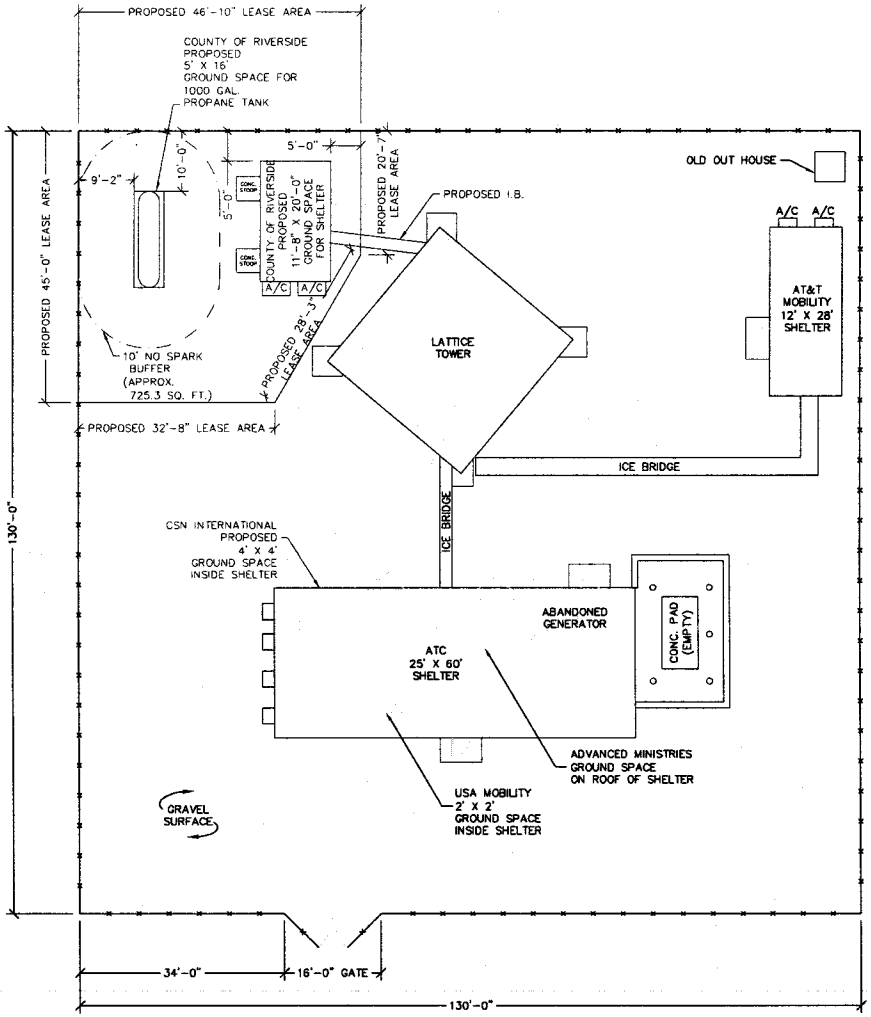
Is equipment transmitting on unlicensed frequencies? (check box) Yes ☐ No X

BUILDING/SHELTER EQUIPMENT SPECIFICATIONS

	TRANSMITTER #1	TRANSMITTER #2	TRANSMITTER #3	TRANSMITTER #4	TRANSMITTER #5	TRANSMITTER #6
MANUFACTURER	Old Castle	N/A	N/A	N/A	N/A	N/A
TYPE & MODEL	TBD	N/A	N/A	N/A	N/A	N/A
TYPE of SERVICE	N/A	N/A	N/A	N/A	N/A	N/A
TX POWER OUTPUT	N/A	N/A	N/A	N/A	N/A	N/A
ERP	N/A	N/A	N/A	N/A	N/A	N/A
AVERAGE MONTHLY POWER CONSUMPTION (If Applicable)	N/A	N/A	N/A	N/A	N/A	N/A
ELECTRIC SERVICE REQUIRED (Amps/Volts)	200 amp	N/A	N/A	N/A	N/A	N/A
COMBINER/# of PORTS (Applicable only if using Master Combining System)	N/A	N/A	N/A	N/A	N/A	N/A

Exhibit B
Site Drawing indicating the location of Ground Space for Licensee's equipment shelter or space in Licensor's building (as applicable)

Licensee shall not commence installation until Licensor has approved in writing said drawing and attached it hereto.



GRAPHIC SCALE

20 0 10 20

(IN FEET)

1 UNIT = 20 FEET

AMERICAN TOWER

SITE DESIGN

400 REGENCY FOREST DRIVE
CARY, NORTH CAROLINA 27518
PHONE: (919) 468-0112
FAX: (919) 468-5040
NYSE AMT

THESE DRAWINGS AND/OR THE ACCOMPANYING SPECIFICATION AS INSTRUMENTS OF SERVICE, ARE THE EXCLUSIVE PROPERTY OF AMERICAN TOWER CORPORATION AND THEIR USE AND PUBLICATION SHALL BE RESTRICTED TO THE ORIGINAL SITE FOR WHICH THEY ARE PREPARED. REUSE, REPRODUCTION OR PUBLICATION BY ANY METHOD, IN WHOLE OR IN PART, IS PROHIBITED EXCEPT BY WRITTEN PERMISSION FROM AMERICAN TOWER CORPORATION TITLE TO THESE PLANS AND/OR SPECIFICATIONS SHALL REMAIN WITH AMERICAN TOWER CORPORATION WITHOUT PREJUDICE AND VISUAL CONTACT WITH THEM SHALL CONSTITUTE PRIMA FACIE EVIDENCE OF ACCEPTANCE OF THESE RESTRICTIONS.

REV.	DESCRIPTION
2	REVISED COUTY OF RIVERSIDE

SITE NUMBER:
89329

SITE NAME:
JOSHUA CA

CALIFORNIA

DRAWN BY:	M WHITE
DATE DRAWN:	10/08/09
CUSTOMER:	COUNTY OF RIVERSIDE
COLLOCATION NO:	425876

LEGEND

⊗	GROUNDING TEST WELL
A/C	AIR CONDITIONING UNIT
B	BOLLARD
C	CABINET
CSC	FIBER OPTIC CABINET
E	ELECTRICAL SERVICE DISC.
GEN	GENERATOR
G	GENERATOR RECEPTACLE
IB	ICE BRIDGE
M	METER RACK
PB	PULL BOX
PP	POWER POLE
T	TELEPHONE HOOK-UP
TD	TELEPHONE DEMARK
TRN	TRANSFORMER
W	WATER VALVE

DIMENSIONS NOT VERIFIED BY LICENSED SURVEYOR

SHEET TITLE:
SITE PLAN LAYOUT

SHEET NUMBER:	REV.
SP-1	2

Exhibit C
As Built Drawings or Construction Drawings

To be attached hereto within 45 days after the Commencement Date.

Appendix I
Defined Terms

Affiliate(s): Any corporation, partnership, limited liability company or other entity that (i) is controlled directly or indirectly (through one or more subsidiaries) by Licensee , or (ii) is the successor or surviving entity by a merger or consolidation of Licensee pursuant to Applicable Law, (iii) purchases all or substantially all of the assets of Licensee. For purposes of this definition, "***control***" means the possession of the right through the ownership of 50% or more of the shares with voting rights to effectively direct the business decisions of the subject entity.

Agreement: defined in the introductory paragraph.

Annual Escalator: defined in section IV on page 1.

Applicable Law: All applicable statutes, ordinances, laws, regulations and directives of any federal, state or local governmental unit, authority or agency having jurisdiction over a Licensed Space or affecting the rights and obligations of Licensor or Licensee under this Agreement, including without limitation, the Communications Act of 1934, as amended from time to time, FCC Rules and Regulations, and the rules, regulations and written policies and decisions of the FAA.

Application: defined in section IV on page 1.

Application Fee: defined in section IV on page 1.

Approved Equipment: the communications system, including antennas, radio equipment, cabling and conduits, shelter and/or cabinets and other personal property owned or operated by Licensee at the Licensed Space, as defined in Exhibit A or B to this Agreement.

Business Day: a day other than a Saturday, Sunday or legal holiday for commercial banks under the laws of the United States or the Commonwealth of Massachusetts.

Claims: demands, claims, suits, actions, proceedings or investigations brought against a person by an unrelated or unaffiliated Person.

Commencement Date: defined in section IV on page 1.

Common Expenses: defined in section 7.

Connection Fee: defined in section IV on page 1.

Construction Drawings: defined in section 3.

Damages: debts, liabilities, obligations, losses, damages, excluding consequential or punitive damages, costs and expenses, interest (including, without limitation, prejudgment interest), penalties, reasonable legal fees, court costs, disbursements and costs of investigations, deficiencies, levies, duties and imposts.

Easement: defined in section 2.

Effective Date: defined in the introductory paragraph.

FAA: the United States Federal Aviation Administration or any successor federal agency established for the same or similar purpose.

FCC: the United States Federal Communications Commission or any successor federal agency established for the same or similar purpose.

FCC Rules and Regulations: All of the rules, regulations, public guidance, written policies and decisions governing telecommunications generally and wireless telecommunications specifically as promulgated and administered by the FCC, which on the Effective Date includes, but is not limited to, those administered by the Wireless Telecommunications Bureau of the FCC and more specifically referenced as the Code of Federal Regulations, title 47, parts 0 through 101, as amended.

Ground Lease: Not applicable.

Ground Space: The portion of the Tower Facility licensed for use by Licensee to locate a portion of the Approved Equipment thereon, in the square footage amount depicted on exhibit B of this Agreement. In no event shall the Ground Space include the air space or rights above the Approved Equipment located in the Ground Space.

Hazardous Substances: Any hazardous material or substance which is or becomes defined as a hazardous substance, pollutant or contaminant subject to reporting, investigation or remediation pursuant to Applicable Law; any substance which is or becomes regulated by any federal, state or local governmental authority; and any oil, petroleum products and their by-products.

Holdover Fee: defined in subsection 6(c).

Indemnified Party: any person entitled to Indemnification under section 15 hereof.

Initial Term: defined in subsection 6(a).

Interference: defined in subsection 11(a)(i).

Labeling Fee: defined in section 9.

Licensed Frequencies: defined in subsection 11(a)(ii).

Licensed Space: Location of the Approved Equipment on the Tower and at the Ground Space as more specifically described in Exhibits A and B attached hereto.

Licensed User: defined in subsection 11(a)(iii).

Licensee: defined in the introductory paragraph.

Licensor: defined in the introductory paragraph.

Monthly License Fee: defined in subsection 5(a).

MPE: defined in section 25.

Notice Address: defined in section 18.

NTP (Notice to Proceed): Written notice from Licensor to Licensee acknowledging that all required documentation for the construction and installation of the Approved Equipment has been received and approved by Licensor and Licensee is authorized to commence its installation of the Approved Equipment at the Licensed Space, as more particularly set forth in section 10(a) of this Agreement.

Party(ies): Licensor or Licensee.

Permitted Affiliate: defined in section 19.

Permitted Frequencies: defined in section III on page 1.

Priority User: defined in subsection 11(a)(iv).

Relocation Application Fee: defined in section IV on page 1.

Remittance Address: defined in section II of page 1.

Renewal Term(s): defined in subsection 6(b).

RF Emissions: defined in section 25.

Site Inspection Fee: defined in section IV on page 1.

SSIS: defined in subsection 10(b).

SSIS Fee: defined in subsection 10(b).

Structural Analysis Fee: defined in subsection 10(b).

Subsequent User: defined in subsection 11 (a)(v).

Term: Initial Term and each Renewal Term which is effected pursuant to section 6 of this Agreement.

Tower: A communications or broadcast tower owned and operated by Licensor and located at the Tower Facility.

Tower Facility: Certain real property owned, leased, subleased, licensed or managed by Licensor shown on page 1 of this Agreement, on which a Tower owned, leased, licensed or managed by Licensor is located.

Unlicensed Frequencies: defined in subsection 11(a)(vi).

Unlicensed User: defined in subsection 11(a)(vii).

Utility Fee: defined in section IV on page 1.

Work: all work relating to the construction, installation, relocation and reconfiguration of Licensee's Approved Equipment on the Tower Facility, including without limitation, construction management, construction of an equipment pad, installation or modification of lines, antennas, shelters and equipment cabinets.

Appendix II
Insurance

A. LICENSOR shall maintain in full force during the Term of this Agreement the following insurance:

1. Worker's Compensation Insurance with statutory limits in accordance with all applicable state, federal and maritime laws, and Employers' Liability Insurance with minimum limits of $500,000.00 per accident/occurrence, or in accordance with all applicable state, federal and maritime laws.

2. Commercial General Liability Insurance (Bodily Injury and Tower Facility Damage), the limits of liability of which shall not be less than $1,000,000.00 per occurrence.

3. An umbrella policy of not less than Five Million Dollars ($5,000,000.00).

The above insurance shall provide that LICENSEE will receive not less than 30 days written notice prior to any cancellation of, or material change in coverage. The insurance specified in this Item A shall contain a waiver of subrogation against LICENSEE and shall name LICENSEE as an additional insured, and shall be primary over any insurance coverage in favor of LICENSEE but only with respect to and to the extent of the insured liabilities assumed by LICENSOR under this Agreement and shall contain a standard cross-liability endorsement.

B. LICENSEE shall maintain in full force during the Term of this Agreement and shall cause all contractors or subcontractors performing Work on any Licensed Space prior to the commencement of any such Work on behalf of Licensee to maintain the following insurance:

1. Worker's Compensation Insurance with statutory limits in accordance with all applicable state, federal and maritime laws, and Employers' Liability Insurance with minimum limits of $500,000.00 per accident/occurrence, or in accordance with all applicable state, federal and maritime laws.

2. Commercial General Liability Insurance (Bodily Injury and Tower Facility Damage), the limits of liability of which shall not be less than $1,000,000.00 per occurrence.

3. An umbrella policy of not less than Five Million Dollars ($5,000,000.00).

The above insurance shall provide that LICENSOR will receive not less than 30 days written notice prior to any cancellation of, or material change in coverage. The insurance specified in this Item B shall contain a waiver of subrogation against LICENSOR and shall name LICENSOR as additional insured, and shall be primary over any insurance coverage in favor of LICENSOR but only with respect to and to the extent of the insured liabilities assumed by LICENSEE under this Agreement and shall contain a standard cross-liability endorsement.

C. Notwithstanding the foregoing insurance requirements, (a) the insolvency, bankruptcy, or failure of any insurance company carrying insurance for either Party, or failure of any such insurance company to pay Claims accruing, shall not be held to waive any of the provisions of this Agreement or relieve either Party from any obligations under this Agreement, and (b) Licensor reserves the right, from time to time, to increase the required liability limits described above in Items A and/or B in accordance with then-current customary insurance requirements in the tower industry nationally.

1. Licensor and Licensee agree and acknowledge that, in consideration of Licensor's acceptance that Licensee shall maintain an umbrella policy at a reduced amount of no less than Four Million Dollars ($4,000,000.00), Licensee shall not climb the tower for any reason whatsoever, and Licensee's maintenance of Licensee's Equipment shall be limited to equipment located on the ground or in Licensee's shelter, if any. Licensor and Licensee further agree and acknowledge that any and all contractor/subcontractors engaged by, or on behalf of Licensee, in accordance with Section 10 herein, shall not be permitted to perform any work, maintenance, and/or repairs to Licensee's

Equipment located on the communications tower absent proof of maintaining insurance limits meeting those set forth in Exhibit E attached hereto.

FORM APPROVED COUNTY COUNSEL
BY: MARSHA L. VICTOR DATE 11/4/09

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

949

FROM: Economic Development Agency

SUBMITTAL DATE:
November 5, 2009

SUBJECT: Third Street and Park Avenue Parking Lot

RECOMMENDED MOTION: That the Board of Supervisors approve the plans and specifications for the Third Street and Park Avenue Parking Lot (previously known as Downtown Riverside Fueling Station Phase I) and authorize the Clerk of the Board to advertise for bids.

BACKGROUND: The County of Riverside purchased three lots adjacent to the southwest intersection of Third Street and Park Avenue for the future location of the Downtown Riverside Fueling Station. Due to changes in the scheduling of removal and discontinuation of the existing fueling station, this project was placed on hold.

Economic Development Agency (EDA) has maintained the site with temporary fencing, removal of old structures and weed abatement. The proposed parking lot located at Third Street and Park Avenue will prepare the site for future development, by paving the entire site as a parking lot, provide Water Quality Management Plan standards as required for the project, and secure the site with permanent fencing and gates. In the interim, parking will be provided for county vehicles.

(Continued)

Robert Field
Assistant County Executive Officer EDA

Departmental Concurrence

Reviewed by CP TEAM
Christopher Hans

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: Deferred Maintenance

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION: APPROVE

County Executive Office Signature BY: Jennifer L. Sargent

☐ Consent ☒ Policy
Dep't Recomm.:

☐ Consent ☒ Policy
Per Exec. Ofc.:

Prev. Agn. Ref.: 3.21, 10/2/07 | **District:** 2 | **Agenda Number:** 3.61

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

BACKGROUND: (Continued)

The bid documents are now complete and EDA requests approval to solicit bids for construction of this project.

All costs associated with this project will be funded by Deferred Maintenance. Thus, no additional Net County Cost will be incurred.

950

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

FROM: Economic Development Agency

SUBMITTAL DATE:
November 5, 2009

SUBJECT: Approval of the Project List for Energy Efficiency & Conservation Block Grant

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached final project list for the Energy Efficiency & Conservation Block Grant, in the amount of $6,591,600; and

2. Authorize the undersigned Assistant County Executive Officer/EDA, or his designee, to administer all actions to complete the application for funding of the projects through the Department of Energy.

BACKGROUND: (Commences on Page 2)

Robert Field
Assistant County Executive Officer/EDA
by Dan Martinez, Managing 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 Years:**	09/10 to 11/12

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

BY: Jennifer L. Sargent

County Executive Office Signature

Departmental Concurrence

Reviewed by OFTEAM Christopher Hans

☒ Policy ☑ Policy

☐ Consent ☐ Consent

Dep't Recomm.:

Per Exec. Ofc.:

Prev. Agn. Ref.: 3.36, 6/2/09 | **District:** All | **Agenda Number:** 3.62

BACKGROUND:

On June 2, 2009, the Board of Supervisors authorized the Economic Development Agency (EDA) 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 list, proposal justifications and budget estimates. The final project list and accompanying documents are due to DOE by **December 2, 2009**. EDA seeks Board of Supervisors approval to submit the attached project list to DOE for funding in accordance with grant requirements. Once approved, the county will have until August 31, 2012, to complete all projects on the list.

Many projects of all types within the county were considered in developing the EECBG project list. All projects conform to the eligibility requirements set forth by DOE. County departments were consulted for suggestions and audits were conducted in many facilities. Projects were selected based on their ability to achieve significant energy savings, address deferred maintenance issues, and decrease the county's ongoing energy and maintenance costs. The county will also realize significant reductions in greenhouse gas emissions, while creating local "green" jobs.

Project Highlights:

- EECBG funding will allow the county to install its first solar panel systems on existing County buildings.
- The estimated annual savings in kilowatt hours is 3.2 million, in addition to a demand reduction of over 250 kW. Resulting annual cost savings are projected to be $400,000.
- One-time rebates from utility companies for performing these projects are estimated to exceed $525,000. Per DOE guidelines, rebates will be used towards project costs. This means that over $7 million in projects will be completed.
- Using DOE's job calculation formula, performance of these projects will create an estimated 71 jobs, mainly for vendors who are awarded contracts for these projects.

FINANCIAL DATA:

There is no cost associated with submitting the project list for funding 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.

Energy Efficiency Conservation Block Grant (EECBG) Proposed Project List

Project Location	Address	City	Proposed Project	Total Project Cost
Twin Pines Ranch	49500 Twin Pines Rd.	Banning	Lighting retrofit	$39,371
Edward Dean Museum	9401 Oak Glen Rd.	Cherry Valley	HVAC Retrofit--Admin Bldg	$12,650
County-wide	Multiple locations	County-wide	Traffic signal LED retrofit (amber)	$125,830
County-wide	Multiple locations	County-wide	Illuminated street sign LED retrofit	$481,280
County-wide	County-wide	County-wide	RPU/County Partnership--GreenQuest	$32,000
County-wide	County-wide	County-wide	Energy Strategy Consultant	$50,000
County-wide	County-wide	County-wide	AB 32--General Plan Compliance	$750,000
County-wide	County-wide	County-wide	SB 375--General Plan Compliance	$450,000
Fire Station #23	24919 Marion Ridge Rd.	Idyllwild	Insulated Bay Doors	$15,400
Indio Juvenile Hall	47665 Oasis St.	Indio	Chiller replacement	$157,500
County Fairgrounds	46-350 Arabia St.	Indio	HVAC Upgrade	$98,226
Indio Hills Community Ctr	80-400 Dillon Rd.	Indio	Shade Structure Solar System (8 kW)	$52,856
Ben Clark Training Center	16958 Bundy Ave.	Moreno Valley	Chiller replacement	$141,206
SWJC Detention Center	30755 Auld Rd.	Murietta	Lighting retrofit	$233,304
Roy's Desert Resource Ctr	19531 McLane	Palm Springs	Rooftop Wind Turbines	$171,291
County Farm Central Plant	4090 County Circle Dr.	Riverside	Chiller replacements/Building Controls/VFDs	$1,158,445
Riverside District Attorney	4075 Main St.	Riverside	Glaze exterior windows	$70,266
CAC Parking Structure	4090 Lemon St.	Riverside	Carport Solar System (110 kW) & LED Lighting Retrofit	$750,577

Energy Efficiency Conservation Block Grant (EECBG) Proposed Project List

Project Location	Address	City	Proposed Project	Total Project Cost
March JPA	23555 Meyer Dr.	Riverside	Greenhouse Gas Emissions Inventory (subgrant)	$15,000
Eddie Dee Smith Senior Ctr	5888 Mission Blvd.	Rubidoux	HVAC Retrofit	$115,500
Fleet Services Fuel	5293 Mission Blvd.	Rubidoux	Carport/Roof Solar System (140 kW)	$1,435,608
Temecula CAC	41002 County Ctr Dr.	Temecula	Building Controls/VFDs	$235,290
SUBTOTAL--PROJECTS				**$6,591,600**
TOTAL EECBG GRANT				**$6,591,600**
BALANCE				**$0**

958

FORM APPROVED COUNTY COUNSEL
BY: MARSHA L. VICTOR
DATE 11/16/09

Reviewed by PRC

Reviewed by Christopher Hans

Departmental Concurrence

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

FROM: Economic Development Agency

SUBMITTAL DATE: October 27, 2009

SUBJECT: Perris Sheriff's Complex and Family Care Clinic

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify final change order No. 24 in the amount of $229,597 and find that the work is integral to the project, and competitive bidding would be impractical and not produce any advantage;
2. Authorize the Assistant County Executive Officer/EDA or designee to execute the change order on behalf of the County;
3. Accept the Perris Sheriff's Complex and Family Care Clinic project constructed by ASR Constructors as complete and authorize the Clerk of the Board to record the Notice of Completion; and

(Continued)

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA				
	Current F.Y. Total Cost:	$ 1,364,363	**In Current Year Budget:**	Yes
	Current F.Y. Net County Cost:	$ 1,364,363	**Budget Adjustment:**	No
	Annual Net County Cost:	$ 0	**For Fiscal Year:**	09/10

SOURCE OF FUNDS: CORAL Bond Proceeds $1,134,766; City of Perris RDA Capital Funds $229,597.

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☒

C.E.O. RECOMMENDATION: APPROVE

County Executive Office Signature BY: Jennifer L. Sargent

☒ Policy ☒ Policy
☐ Consent ☐ Consent

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

Prev. Agn. Ref.: 3.56, 7/31/07; 3.10, 4/03/07; 3.25, 6/05/07; 3.23, 12/19/06, 3.21, 3/28/06; 3.10, 11/29/05; 3.14, 5/24/05; 3.9, 4/12/05; 3.11, 12/14/04; 3.10b, 10/05/04; 3.70, 7/13/04

District: 5

Agenda Number: 3.63

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

RECOMMENDED MOTION: (Continued)

4. Authorize the release of $1,134,766 in retained funds to the contractor in accordance with the contract terms and applicable Board policies.

BACKGROUND:

On March 28, 2006, the Board of Supervisors approved the construction agreement between ASR Constructors and the County of Riverside for the Perris Sheriff's Complex and Family Care Clinic.

Change Order No. 24 will exceed the contractor's 10% contingency allowance, so Board approval is required; the overall project was completed within budget. While connecting the project's street fire hydrants to the city waterline as part of the Perris Complex's offsite construction, it was discovered that the waterline along San Jacinto Avenue had been abandoned, damaged, and required complete replacement. The fire hydrants that were designed to connect to this waterline were essential to the opening of the facility and were part of its life-safety plan. ASR Constructors, the county's contractor for the project, provided attractive pricing to remove and replace 1,300 lineal feet of city waterline in San Jacinto Avenue. The favorable price was made possible in part by ASR having equipment, supervision, and manpower already on site for the Perris Complex construction. It was determined thereafter that awarding the contract for this work to ASR would be mutually beneficial to the City of Perris and the County of Riverside Perris Complex both in time and cost savings. On November 13, 2007, the City of Perris approved appropriation of an amount not to exceed $250,000 (Attachment A), dedicated to the installation of the water line on San Jacinto Avenue adjacent to the county facility. A Memorandum of Understanding (MOU) between the County of Riverside and the City of Perris was established to fix the waterline problem whereby the City of Perris will compensate the County of Riverside to have ASR Contractors remove and replace 1,300 lineal feet of waterline in San Jacinto Avenue adjacent to the Perris Complex facility.

The project has been inspected and found to comply with all contract requirements. This Board action will release the balance of the contract retention funds of $1,134,766 to ASR Constructors.

All costs associated with this project will be funded with CORAL Bond Proceeds in the amount of $1,134,766, and with City of Perris RDA Capital Funds in the amount of $229,597. Thus, no additional Net County Cost will be incurred as a result of this agreement.

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: Perris Sheriff's Complex and Family Care Center (Project #FM08420001827)

Date of Completion: Date Hereof

Nature of owner: County of Riverside, public entity

Interest or estate of owner: In Fee

Address of owner: Clerk of Board of Supervisors, County Administrative Center
4080 Lemon Street, Riverside, CA 92501

Name of contractor: ASR Constructors, 5230 Wilson Street, Riverside, CA 92509

Street or legal description of site: Perris Sheriff's Complex, 137 S. Perris Blvd., Perris, CA 92570

Dated: _____

Owner: County of Riverside
(Name of Public Entity)

By: _____
Jeff Stone, Chairman, Board of Supervisors

STATE OF CALIFORNIA)
ss
COUNTY OF RIVERSIDE)

I am the Chairman of the governing board of 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

FORM APPROVED COUNTY COUNSEL
BY: _____ 11/16/09
MARSHA L. VICTOR DATE

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

BY: Jennifer L. Sargent

County Executive Office Signature

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

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

Departmental Concurrence

Amanda Harrington
Director of Public Health

E. 5:58

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: 3.64

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.

///
///
///

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

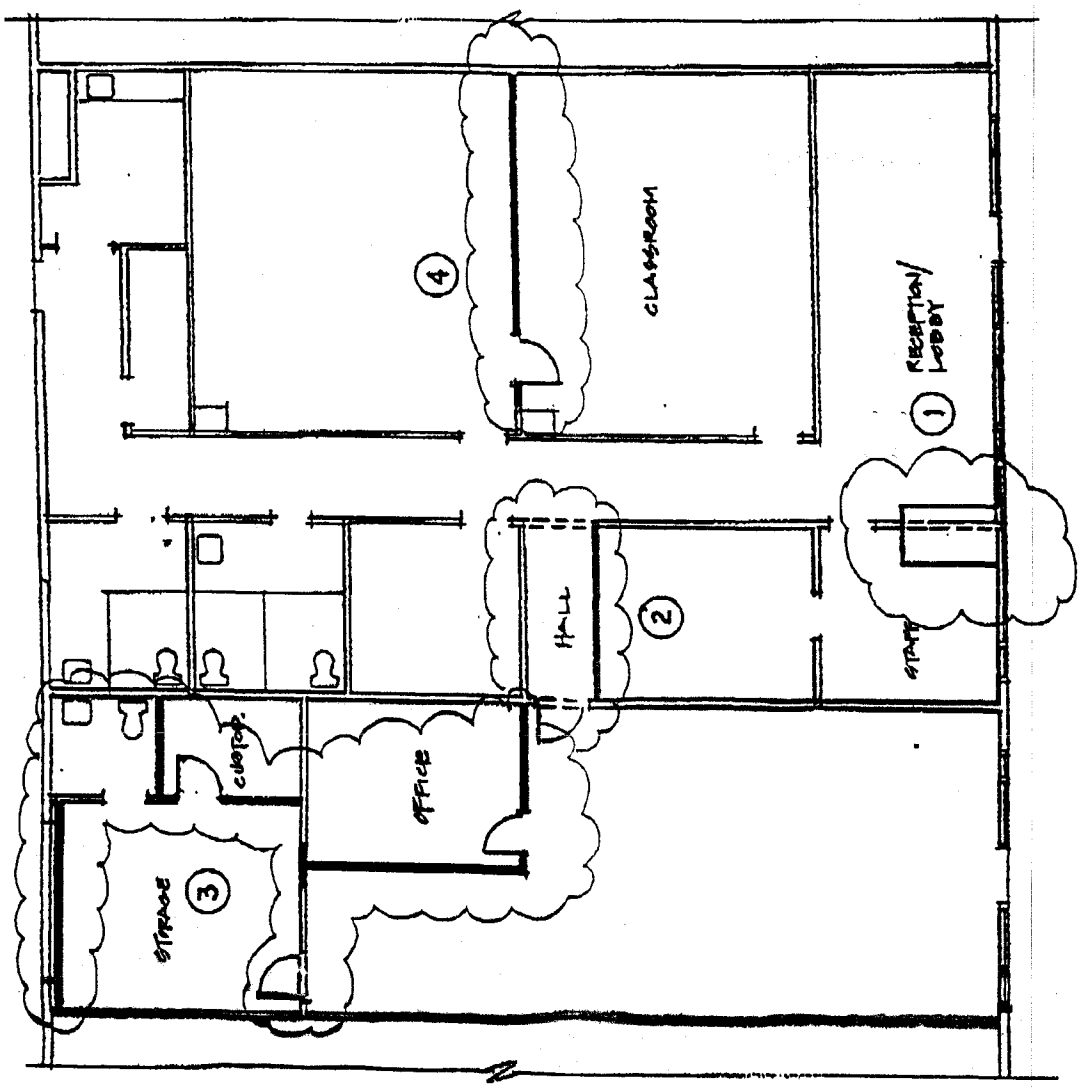
Attest:
Kecia Harper-Ihem
Clerk of the Board

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"

Edward Wallace Office on Aging 9/2/09

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] DATE 8-20-09
SYNTHIA M. GUNZEL

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: 3.65

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
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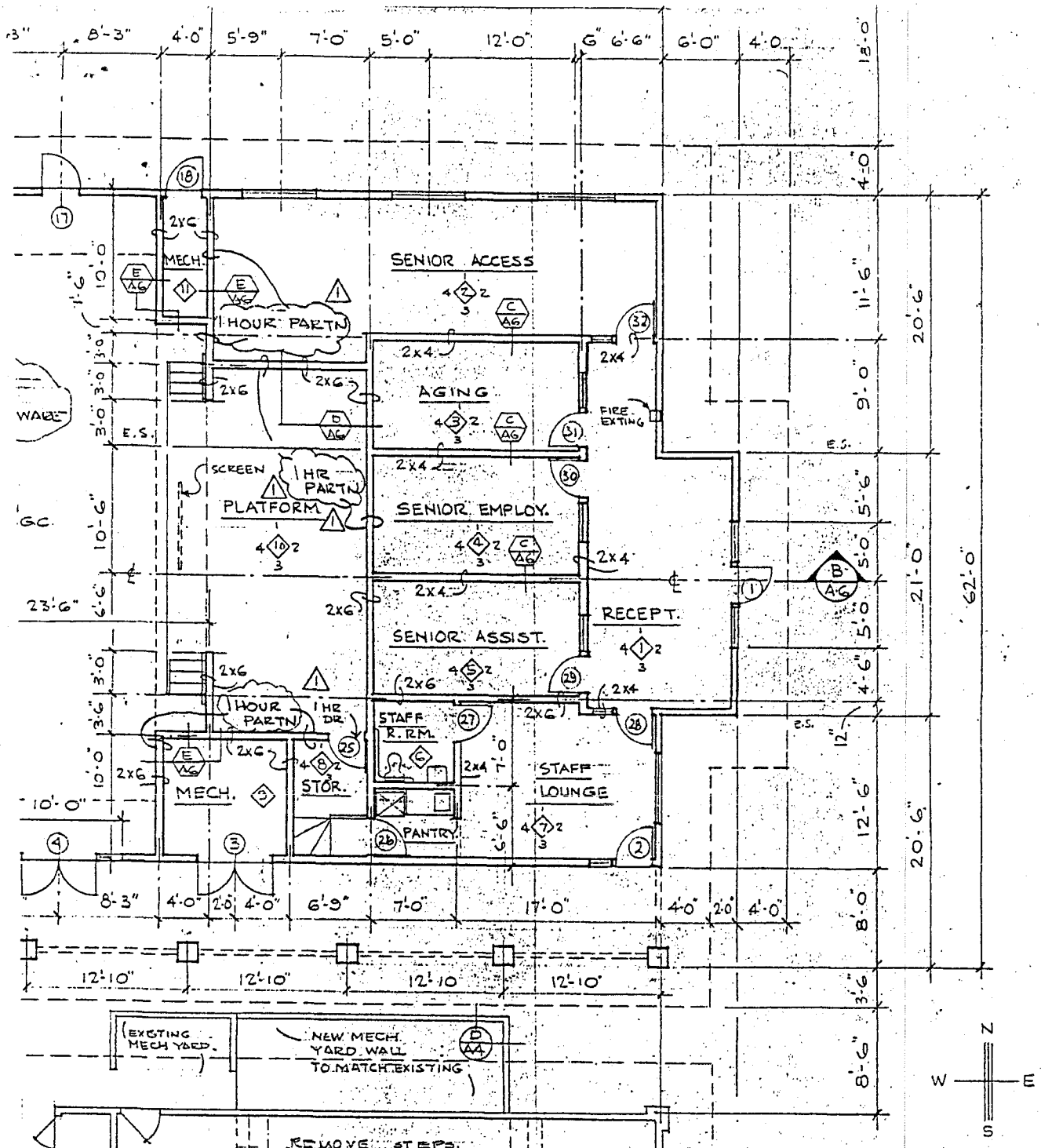
PD004
12.239



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 10/1/09
SUSANA GARCIA-BOCANEGRA

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

☒ Policy ☐ Consent — Dep't Recomm.:

☐ Policy ☐ Consent — Per Exec. Ofc.:

Prev. Agn. Ref.: 8/27/2002 3.35; 5/6/2008 3.9

District: 5

Agenda Number: 3.66

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").

///

///

///

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 7/13/09

Maria T. Mabey, Asst Director
Riverside County DMH

☐ Consent ☒ Policy

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

Prev. Agn. Ref.: 6/23/1998, 3.23 | **District:** 5 | **Agenda Number:** 3.67

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

By: _____
Synthia M. Gunzel
Deputy County Counsel

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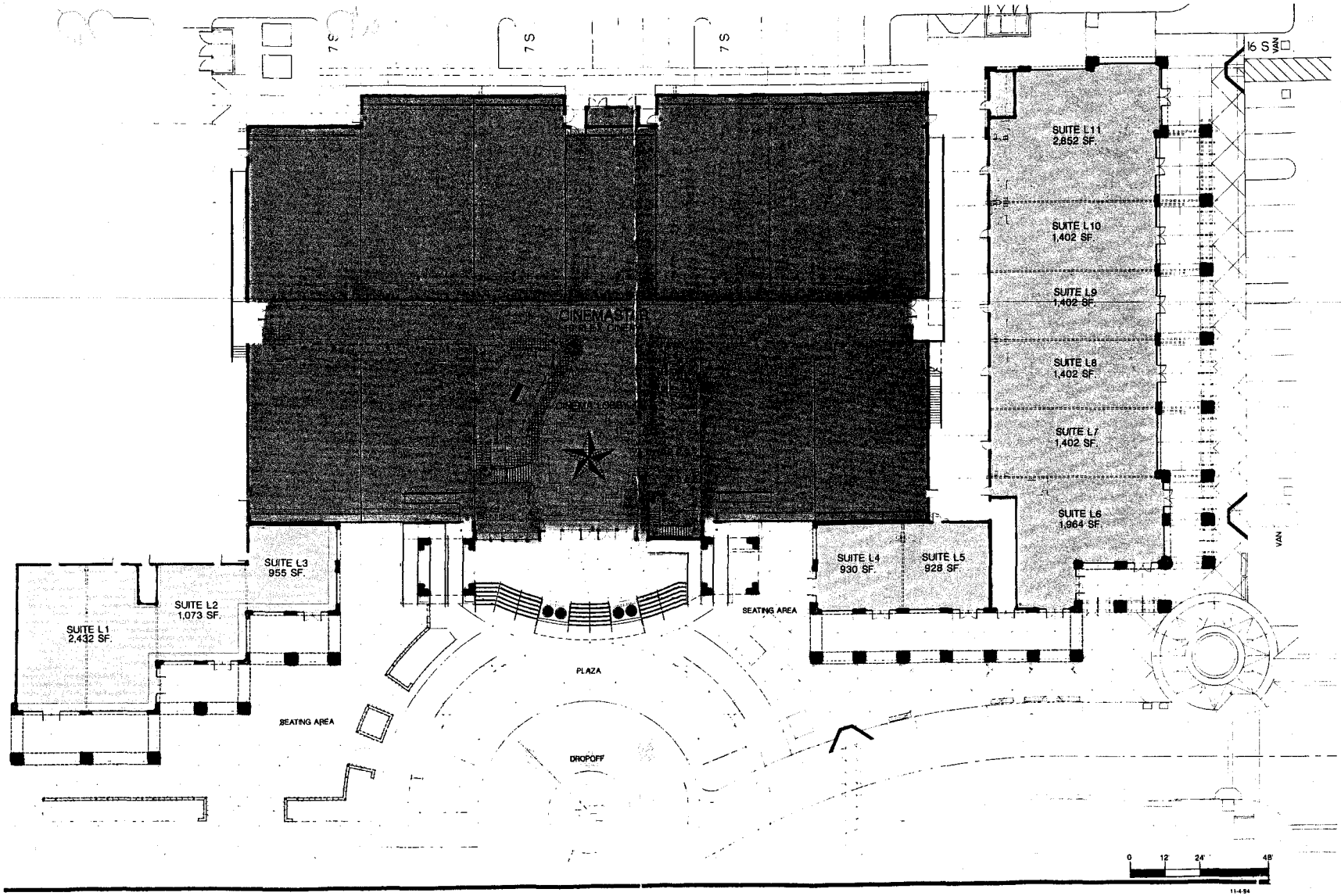

PERRIS PLAZA

PERRIS, CALIFORNIA
COUDURES FAMILY PROPERTY

DEVELOPER CONSULTANT

LONG BEACH FINANCIAL SERVICES

MICHAEL MAAS & ASSOCIATES
1668 N. PERRIS BOULEVARD, SUITE F4 PERRIS, CALIFORNIA 92571
(909) 657-6730

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

FORM APPROVED COUNTY COUNSEL
BY: MARSHA L. VICTOR DATE 11/4/09

Departmental Concurrence

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

919

FROM: Economic Development Agency and Riverside County Regional Medical Center

SUBMITTAL DATE: September 23, 2009

SUBJECT: Riverside County Regional Medical Center Emergency Treatment Services Facility Expansion – Phase 1

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached agreement between the County of Riverside and De La Secura, Inc. of Orange, California, in the amount of $223,912 and authorize the Chairman to execute the agreement on behalf of the County;

2. Authorize the Assistant County Executive Officer/EDA to administer the agreement in accordance with applicable Board policies; and

3. Delegate project management authority for this project to the Assistant County Executive Officer/EDA in accordance with applicable policies.

BACKGROUND: (Commences on Page 2)

Ellie Bennett For Doug Bagley

Ellie Bennett, Chief Operating Officer for
Douglas Bagley, Hospital Director

R F Field

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA				
	Current F.Y. Total Cost:	$ 223,912	**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: RCRMC Enterprise Funds

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

☐ Consent ☒ Policy

☐ Consent ☒ Policy

Dep't Recomm.:

Per Exec. Ofc.:

[illegible] 2009 10:13

Prev. Agn. Ref.: 3.11, 4/21/09; 3.16, 3/25/08; 3.31, 2/26/08

District: 1

Agenda Number: 3.68

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

BACKGROUND:

On April 21, 2009 the Board of Supervisors approved the plans and specifications for the Riverside County Regional Medical Center (RCRMC) Emergency Treatment Services Facility Expansion – Phase 1 and authorized the Clerk of the Board to advertise for bids. On August 7, 2009, sixteen contractors attended a mandatory job walk. On August 24, 2009, the bids were opened and De La Secura, Inc. was determined to be the lowest responsive and responsible bidder. The agreement has been approved by County Counsel as to legal form.

FINANCIAL IMPACT:

Sufficient funds for this project are budgeted for FY 09/10. All associated costs pertaining to this agreement will be fully funded with RCRMC Enterprise Funds.

FORM APPROVED COUNTY COUNSEL
BY: MARSHA L. VICTOR DATE 10/14/09

902

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

FROM: Economic Development Agency and Riverside County Regional Medical Center

SUBMITTAL DATE: September 15, 2009

SUBJECT: Riverside County Regional Medical Center Pharmacy Clean Room Remodel

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve final change order No. 3 in the amount of $5,927 and find that the work is integral to the project;
2. Accept the Riverside County Regional Medical Center Pharmacy Clean Room Remodel constructed by General Consolidated Constructors, Inc., as complete and authorize the Clerk of the Board to file the Notice of Completion; and
3. Authorize the release of $9,040 in retained funds to the contractor in accordance with the contract terms.

BACKGROUND: (Commences on Page 2)

Reviewed by CPRC

Ellie Bennett, Chief Operating Officer for
Douglas Bagley, Hospital Director
Riverside County Regional Medical Center

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	**Current F.Y. Total Cost:**	$ 14,967	**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: RCRMC Operating Funds

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☐

Reviewed by GP TEAM Christopher Hans

C.E.O. RECOMMENDATION: APPROVE

County Executive Office Signature BY: Jennifer L. Sargent

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

Prev. Agn. Ref.: 3.28, 12/16/08; 3.27, 7/15/08; 3.19, 4/1/08; 3.17, 3/13/07; 3.28, 9/13/05

District: 5

Agenda Number: 3.69

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

BACKGROUND:

On April 1, 2008, the Board of Supervisors approved the construction agreement between General Consolidated Constructors, Inc. and the County of Riverside for the Riverside County Regional Medical Center Pharmacy Clean Room Remodel.

Change Order No. 3 will exceed the 10% contingency allowance, however the overall project was completed within budget, therefore Board approval is required. The change order will compensate General Consolidated Constructors in the amount of $5,927 for the added scope of work essential to the project. The additional scope includes compensation for storage, prevailing wage increases, and cost to maintain the project due to a delayed start of construction. There would be no economic advantage to bidding out the added work.

The project has been inspected by the Office of Statewide Health Planning and Development (OSHPD) and found to comply with all contract requirements. This Board action will release the balance of the contract retention funds of $9,040 to General Consolidated Constructors.

All costs associated with this project will be funded with RCRMC Operating Funds. Thus, no Net County Cost will be incurred as a result of this agreement.

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: Riverside County Regional Medical Center Pharmacy Clean Room Project #FM08430003747

Date of Completion: Date Hereof

Nature of owner: County of Riverside, public entity

Interest or estate of owner: In Fee

Address of owner: Clerk of Board of Supervisors, County Administrative Center
4080 Lemon Street, Riverside, CA 92501

Name of contractor: General Consolidated Constructors, Inc., 1325 Pico Street, Corona, CA 92881

Street or legal description of site: 26520 Cactus Avenue, Moreno Valley, CA 92555

Dated: _____

Owner: County of Riverside
(Name of Public Entity)

By: _____
Jeff Stone, Chairman, Board of Supervisors

STATE OF CALIFORNIA)
ss
COUNTY OF RIVERSIDE)

I am the Chairman of the governing board of 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

FORM APPROVED COUNTY COUNSEL
BY: MARSHA L. VICTOR 10/6/09 DATE

FORM APPROVED COUNTY COUNSEL
BY: MARSHA L. VICTOR DATE 9/14/09

Departmental Concurrence

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

904

FROM: Economic Development Agency and Transportation

SUBMITTAL DATE: June 29, 2009

SUBJECT: Reimbursement Agreement between the County of Riverside and the Redevelopment Agency for the County of Riverside for sidewalk improvements on Palomar Street in the City of Wildomar

RECOMMENDED MOTION: That the Board of Supervisors approve and authorize the Chairman to execute the attached Reimbursement Agreement between the County of Riverside (County) and the Redevelopment Agency for the County of Riverside (Agency) to provide SB 821 and Measure A/Western funds in the amount of $144,364 for the Palomar Street and Sewer Improvement Project.

BACKGROUND: On June 24, 2008 the Board approved the Palomar Street and Sewer Improvement Project. Included within the project are sidewalk improvements along Palomar Street from Bryant Street to Kirkwood Street. The sidewalk will significantly improve pedestrian safety and access within the City of Wildomar. The agreement between the County and the Agency provides reimbursement to the Agency for a portion of the street and sidewalk improvement costs associated with the project using SB 821 and Measure A/Western capital improvement funds in the amount of $144,364.

Staff recommends that the Board of Supervisors approve the reimbursement agreement between the County and the Agency in the amount of $144,364.

Juan C. Perez
Director of Transportation

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA				
	Current F.Y. Total Cost:	$ 144,364.00	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

COMPANION ITEM ON BOARD OF DIRECTORS AGENDA: No

SOURCE OF FUNDS: SB 821 Local Transportation Funds (87%), Measure A/ Western Funds (13%)

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☐

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.: 2/3/09 4.1, 6/24/08 4.3, 3/18/08 4.7, 6/5/07 3.2, 5/2/06 4.2, 3/7/06 4.1, 3/15/05 4.1, 3/15/05 3.10

District: 1

Agenda Number: 3.70

RF:TE:AA:EG:PHB S:\RDACOM\DIS1\Project Area 1-1986\PALOMAR STREET SEWER IMPROVEMENT PROJECT\Form-11s\F11 BOS Palomar 06.2009.doc

AEFD-[illegible]a-F11 [illegible]o signature
Form 11 (Rev 06/2003)

BACKGROUND

The Palomar Street and Sewer Improvement Project was awarded by the Agency prior to the incorporation of the City of Wildomar, in the amount of $704,462.50. The County received an SB 821 grant for the construction of sidewalk along Palomar from Bryant to Kirkwood, which would be supplemented by Measure A funds. Since the Agency had a project to build street improvements in front of Marna O'Brien Park, the County approached the Agency to combine the projects for project cost savings. The County is reimbursing the Agency for the additional project cost that the Agency will incur as a result of constructing the additional sidewalk and related improvements.

801

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

FROM: FIRE

SUBMITTAL DATE:
October 15, 2009

SUBJECT: Approval of the Cooperative Agreement Between the City of Banning, City of Beaumont, and the County of Riverside to Share the Cost of a Fire Engine Company

RECOMMENDED MOTION: Move that the Board approve and authorize the Chairman to sign the attached Cooperative Agreement between the County, City of Banning, and City of Beaumont.

BACKGROUND: In connection with the City of Banning's desire to continue contracting for Fire Protection Services with the Riverside County Fire Department, the City of Banning, the City of Beaumont, and the County have reached an agreement as to cost sharing of Banning Engine Number 20 to keep such equipment in service. The term of this agreement is for Fiscal Year beginning July 1, 2009 through Fiscal Year ending on June 30, 2010.

John R. Hawkins, Riverside County Fire Chief

FINANCIAL DATA	**Current F.Y. Total Cost:**	$ 1,219,233.00	**In Current Year Budget:**	Yes
	Current F.Y. Net County Cost:	$ 356,616.50	**Budget Adjustment:**	No
	Annual Net County Cost:	$ 356,616.50	**For Fiscal Year:**	2009/2010

SOURCE OF FUNDS: Contract Revenue from the City of Banning, the City of Beaumont, and the County of Riverside.

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION:

APPROVE

BY: Robert Tremaine

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
BY: Synthia M. Gunzel DATE 10-27-09
SYNTHIA M. GUNZEL

☒ Policy ☐ Consent

☐ Policy ☐ Consent

Dep't Recomm.:

Per Exec. Ofc.:

Prev. Agn. Ref.: | **District:** 3 | **Agenda Number:** 3.71

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

A COOPERATIVE AGREEMENT BETWEEN THE CITY OF BANNING, THE CITY OF BEAUMONT, AND THE COUNTY OF RIVERSIDE TO SHARE THE COST OF A FIRE ENGINE COMPANY

THIS AGREEMENT, was made and entered into this 13th day of October, 2009, by and between the County of Riverside, a political subdivision of the State of California, on behalf of the Fire Department, (hereinafter referred to as "COUNTY") and the City of Banning and the City of Beaumont, duly created cities (hereinafter referred to as "CITIES"). And hereinafter may collectively be referred to as the "Parties".

SECTION I: PURPOSE

A. The COUNTY has contracted with the City of Banning, individually pursuant to that certain Cooperative Agreement to provide fire protection, disaster preparedness and response, fire prevention, rescue, hazardous materials mitigation, technical rescue response, medical emergency services, and public service assists for the City of Banning, dated April 16, 2002, by and between the City of Banning and the County of Riverside (the "Banning Cooperative Agreement").

B. The COUNTY has contracted with the City of Beaumont, individually pursuant to that certain Cooperative Agreement to provide fire protection, disaster preparedness and response, fire prevention, rescue, hazardous materials mitigation, technical rescue response, medical emergency services, and public service assists for the City of Beaumont, dated September 2, 2008, by and between the City of Beaumont and the County of Riverside (the "Beaumont Cooperative Agreement").

C. The CITIES and COUNTY desire to enter into a cost sharing agreement for one (1) fire engine company which will be of mutual benefit for all involved agencies. The CITIES and COUNTY agree that the current fire engine company provides service to the City of Banning as well as to the City of Beaumont and unincorporated territory of the County.

D. The City of Beaumont and COUNTY desire to contribute among the participating parties for fire engine staffing costs, with the City of Beaumont and the County not to pay more than Five Hundred Thousand Dollars ($500,000) each for a total not to exceed One Million Dollars ($1,000,000). The City of Banning shall pay not to exceed Five Hundred Six Thousand Dollars ($506,000.00).

NOW, THEREFORE, IT IS AGREED as follows:

SECTION II: COOPERATIVE OPERATIONS

Emergency Responses: The fire engine shall be dispatched, when available, to all emergencies within the jurisdictions of the CITIES and COUNTY.

SECTION III: COST SHARE

The Parties agree the cost of the fire engine shall be billed to CITIES by the COUNTY with the normal quarterly billing pursuant to the CITIES respective Cooperative Agreements and the cost will be shown as a line item on that bill. The total amount due under this Agreement by each party will be invoiced on a pro-rata share basis on each party's respective quarterly billing. The CITIES will receive an estimated cost of the fire engine staffing based on the top step salaries of the personnel assigned to the fire engine 20, at the first of the fiscal year. The cost pool of the fire engine staffing costs shall consist of the salaries, benefits, administrative costs of Full Time Employees, and Medic Support Services costs of One (1) Fire Captains, One (1) Fire Apparatus Engineers, One (1) Fire Apparatus Paramedic, Two (2) Firefighter Paramedics, and Three (3) Firefighters.

In the event that the City of Banning secures and receives money from additional funding sources which it allocates to the services described herein, City of Banning shall give COUNTY notice within thirty (30) days, or within a reasonable time thereof, of the amount received. COUNTY will seek reimbursement on behalf of the COUNTY and the City of Beaumont by separate invoice.

SECTION IV: TERM

This agreement shall be in effect as of the last date all the Parties have approved this Agreement and shall remain in effect for fiscal year 09/10 (July 1, 2009 – June 30, 2010) and shall be subject to extension thereafter. All parties will work together to determine the need for an extension of this agreement prior to the 2010/2011 budget process.

The City of Banning agrees to continue to seek alternative funding sources for fire protection services.

SECTION V. INDEMNIFICATION

The indemnification provisions as provided in the respective Cooperative Agreements referenced above, as they are currently in effect or hereafter entered into, shall apply to this Agreement.

SECTION VI. OWNERSHIP OF THE FIRE ENGINE

The City of Banning owns fire engine 20 and will pay the engine maintenance costs through the cost allocation plan.

SECTION VII: DELIVERY OF NOTICES

All notices permitted or required under this agreement shall be given to the respective parties at the following address, or at such other addresses as the respective parties may provide in writing for this purpose.

COUNTY OF RIVERSIDE
County Fire Chief
210 W. San Jacinto Ave.
San Jacinto, CA 92570

CITY OF BEAUMONT
City Manager
550 E. 6th Street
Beaumont, CA 92223

CITY OF BANNING
City Manager
99 E. Ramsey
Banning, CA 92220

Any notice required to be given hereunder to either party shall be given by personal delivery or be depositing such notice in the U.S. mail to the address listed, certified with return receipt requested, and pre-paid postage affixed. Such notice shall be deemed made when personally delivered or when mailed. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of method of service.

SECTION VIII. GENERAL PROVISIONS

A. ALTERATION OF TERMS.

No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the Parties, their officers, agents, or employees, shall be valid unless made in the form of a written amendment to this Agreement, which is formally approved and executed by all Parties.

B. JURISDICTION AND VENUE.

This Agreement is to be construed under the laws of the State of California. The Parties agree to the jurisdiction of the appropriate courts in the County of Riverside, State of California.

C. WAIVER.

Any waiver by any of the Parties, separately or collectively, 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 the Parties 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 any one of the CITIES or COUNTY from enforcement hereof.

D. SEVERABILITY.

If 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.

E. ADMINISTRATION

1. The COUNTY Fire Chief shall administer this Agreement on behalf of the County of Riverside.

2. The CITIES respective City Manager shall administer this Agreement on behalf of its own City.

F. ENTIRE AGREEMENT.

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.

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///

///

[Signature Provisions on following page]

IN WITNESS WHEREOF, the duly authorized officials of the parties hereto have, in their respective capacities, set their hands as of the date first hereinabove written.

Dated: 10-14-09

CITY OF BANNING

By: _____
Sam Racadio, City Manager

ATTEST:

By: _____
Marie A. Calderon, City Clerk,

APPROVED AS TO FORM:

By: _____
Dave Aleshire, City Attorney

(SEAL)

Dated: 10/20/2009

CITY OF BEAUMONT

By: _____
Alan Kapanicas, City Manager

[ADDITIONAL SIGNATURE PROVISIONS ON NEXT PAGE]

Dated: _____

COUNTY OF RIVERSIDE

By: _____
Jeff Stone, Chairman
Board of Supervisors

APPROVED AS TO FORM:
Pamela J. Walls,
County Counsel

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

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

By: _____
Deputy

(SEAL)

H:\COOP AGREEMENTS-LEASES-MOU'S\CONTRACT CITIES\COST SHARE ENGINE COOPERATIVE AGREEMENT - BANNING, BEAUMONT, COUNTY\E-20 Agmt w-Beaumont Banning County Fire 100709 (2).doc

EXHIBIT "1A"

TO THE COOPERATIVE AGREEMENT
TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE
AND MEDICAL EMERGENCY SERVICES FOR THE CITY OF BANNING
ENGINE 20 STAFFING COSTS SHARED WITH
THE CITY OF BANNING, THE CITY OF BEAUMONT, & THE COUNTY OF RIVERSIDE
DATED October 7, 2009 FOR FY 09/10

	CAPTAIN'S		CAPTAIN'S MEDICS		ENGINEER'S		ENGINEER MEDICS		FF II'S		FF II MEDICS		TOTALS	
STA #20														
Medic Engine	158,756	*1.0*			135,909	*1.0*	153,348	*1.0*	347,942	*3.0*	264,497	*2.0*	1,060,452	*8.0*
Fixed Relief	0	*0.0*	0	*0.0*	0	*0.0*	0	*0.0*	0	*0.0*	0	*0.0*	0	*0.0*
Vacation Relief	0	*0.0*	0	*0.0*	0	*0.0*	0	*0.0*	0	*0.0*	0	*0.0*	0	*0.0*
SUBTOTALS	158,756		0		135,909		153,348		347,942		264,497		1,060,452	
SUBTOTAL STAFF	*1*		*0*		*1*		*1*		*3*		*2*			*8*
SUPPORT SERVICES														
Administrative/Operational							16,923	per assigned Staff **					135,384	*8.00*
Medic Program							7,799	per assigned Medics					23,397	*3.0*
SUPPORT SERVICES SUBTOTAL													158,781	
TOTAL STAFF COUNT														*8.00*
TOTAL ESTIMATED CITY BUDGET													$1,219,233	

City of Banning Share	$ 506,000
County of Riverside Share	$356,616.50
City of Beaumont Share	$356,616.50

SUPPORT SERVICES

Administrative & Operational Services
- Finance
- Training
- Data Processing
- Accounting
- Personnel
- Public Affairs
- Procurement
- Emergency Services
- Fire Fighting Equip.
- Office Supplies/Equip.

8.0 Assigned Staff

8.00 Total Assigned Staff

0.0 Fire Stations

0 Number of Calls

Medic Program - Support staff, Training, Certification, Case Review & Reporting

City of Beaumont

550 E. 6th Street
Beaumont, CA 92223
(951) 769-8520
FAX (951) 769-8526
Email: cityhall@ci.beaumont.ca.us
www.ci.beaumont.ca.us

Beaumont City Council
Meeting of
June 30, 2009
Special Meeting
Agenda Item # 4.e

Interim Funding for Additional Fire Services to be provided from Station 20

Recommendation: Authorize funding up to $500,000 from the General Fund and or General Fund Reserves

Staff report was given by Andrew Bennett, Fire Chief.

Speakers:
Bill Dickson – Thank the City for their continued cooperation with the Fire Department.

Motion by Council Member DeForge, Council Member Gall to approve with the condition that a plan be submitted by the City of Banning at the next regular meeting to show an overall financial plan for upcoming years on funding for this engine. Vote: 5/0

I hereby certify that the forgoing is a full, true and correct copy of an order made and entered in the City Council Minutes of June 30, 2009.

Shelby Hanvey
Administrative Services Manager/
Deputy City Clerk

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:** 3.72

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

FORM APPROVED COUNTY COUNSEL
BY: MARSHA L. VICTOR DATE 10/29/09

Departmental Concurrence

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

818

FROM: Department of Mental Health

SUBMITTAL DATE: October, 26, 2009

SUBJECT: Adopt Resolution 2009-300 that authorizes the Chairman of the Board to sign the FY 2009/2010 Agreement with the State Department of Rehabilitation.

RECOMMENDED MOTION: Move that the Board of Supervisors adopt Resolution 2009-300.

BACKGROUND: Due to the ongoing development of the Mental Health Services Act (MHSA) Adult and Transitional Age Youth (TAY) Integrated Services Recovery Centers (ISRC) in Riverside County, it is necessary for the Department of Mental Health (DOMH) to renew its Cooperative Agreement with the Department of Rehabilitation (DOR) for FY 2009/2010, which was originally approved by the Board of Supervisors on September 18, 2007 Agenda Item 3.38 for FY 2007/2008; and renewed by the Board of Supervisors on September 22, 2008 Agenda Item 3.57 for FY 2008/2009. The Recovery Centers are the Full Service Partnership (FSP) component that is required under the DOR agreement in order for the DOMH to receive DOR funding. The DOMH

Continued on page 2...

JW:LS

Jerry Wengerd, Director
Department of Mental Health

FINANCIAL DATA				
	Current F.Y. Total Cost:	$ 337,580	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: State DOR 100%

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

Dep't Recomm.: ☐ Consent ☒ Policy

Per Exec. Ofc.: ☐ Consent ☒ Policy

Prev. Agn. Ref.: 9/18/07, # 3.38; 9/22/08. # 3.57

District: All

Agenda Number: 3.73

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

SUBJECT: Adopt Resolution 2009-300 that authorizes the Chairman of the Board to sign the FY 2009/2010 Agreement with the State Department of Rehabilitation.

BACKGROUND: (Continued)

has combined efforts with DOR to provide $1,903,760 of vocational service through the aforementioned Cooperative Agreement for FY 2009/2010. Through this collaboration, the DOMH will be able to provide vocational services to an estimated 350 unduplicated clients. These services will be utilized in all three of the Mental Health Department's geographic regions (Western, Mid-County and Desert).

PERIOD OF PERFORMANCE:
The Cooperative Agreement will be effective from July 1, 2009 through June 30, 2010.

FINANCIAL IMPACT:
The required match of $476,398 in order for DOHM to receive $337,580 has already been incorporated into the FY 2009/2010 MHSA Community Services and Supports budget. Under this agreement, DOR will provide the DOMH, $337,580 for direct services, and $523,001 to DOMH Contractor providers for vocational services. No additional county funds are required.

JUSTIFICATION FOR DELAY
The Cooperative Agreement was recently received from DOR by the DOMH on September 2, 2009.

Board of Supervisors **County of Riverside**

RESOLUTION NO. 2009-300

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE RATIFYING THE COOPERATIVE AGREEMENT, NO. 27514, BETWEEN THE DEPARTMENT OF MENTAL HEALTH AND THE STATE DEPARTMENT OF REHABILITATION.

WHEREAS, the Board of Supervisors of the County of Riverside, State of California, has read the proposed agreement between the State of California, Department of Rehabilitation and the County of Riverside, Department of Mental Health, and

WHEREAS, the Board of Supervisors acknowledges and agrees to the benefits and responsibilities to be shared by both parties to said agreement.

NOW THEREFORE, BE IT RESOLVED, FOUND, DETERMINED AND ORDERED by the Board of Supervisors of the County of Riverside, State of California in regular session, does hereby ratify and authorize the Chairman of the Board to execute said agreement.

ADOPTED, SIGNED AND APPROVED this 10th day of November, 2009 by the Board of Supervisors of the County of Riverside.

Chairman of the Board of Supervisors

CERTIFICATION:

I, the Clerk of the Board of Supervisors, hereby certify that the foregoing was full and regularly adopted by the Board of Supervisors of the County of Riverside in regular session at which a quorum of said Board of Supervisors was present and voting, and that said resolution was adopted by a vote of the majority of all Supervisors present.

Clerk of the Board.

FORM APPROVED COUNTY COUNSEL
BY: MARSHA L. VICTOR DATE 10/29/09

STATE OF CALIFORNIA

GRANT/CONTRACT SIGNATURE AUTHORIZATION

DR 325 (Rev. 12/98)

DEPARTMENT OF REHABILITATION

GRANTEE/CONTRACTOR:	SUBGRANTEE/CONTRACTEE: (Legal Corporation/Public Agency Name & Address)
STATE OF CALIFORNIA Department of Rehabilitation 721 Capitol Mall Sacramento, California 95814	Riverside County, Department of Mental Health 4095 County Circle Dr. Riverside, CA 92503

The following persons are authorized to request reimbursement of expenses incurred as a result of the agreement between the Grantee/Contractor and Subgrantee/Contractee named above:

Signature	Name (Please Type or Print)	Title (Please Type or Print)
✍ J Zamora	Joe Zamora	Admin Srvcs Mgr III
✍ Paul Gonzales	Paul Gonzales	Admin Srvcs Officer
✍	Roize Basallo	Supvr Accountant
✍	Amy McCann	Supvr Accountant

I hereby delegate authority to request reimbursement of expenses as shown above.

Authorized Signature per Board Resolution	Name (Please Type or Print)	Date Signed
✍		

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD. 213 (Rev 06/03)

AGREEMENT NUMBER
27514
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below

STATE AGENCY'S NAME
Department of Rehabilitation

CONTRACTOR'S NAME
Riverside County, Department of Mental Health

2. The term of this Agreement is: **July 1, 2009 -Through- June 30, 2010**

3. The maximum amount of this Agreement is: **$ 337,580.00** CFDA 84.126A

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	7 Page(s)
Exhibit B - Budget Detail and Payment Provisions	3 Page(s)
Attachment I - Program Budgets & Budget Narratives	12 Page(s)

* **Exhibit C - General Terms and Conditions**	**GTC - 307**	**3/28/2007**
Exhibit D - Special Terms and Conditions		5 Page(s)
Exhibit E - Additional Provisions		4 Page(s)

*** 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	CALIFORNIA **Department of General Services** Use Only
CONTRACTOR'S NAME (*If other than an individual, state whether a corporation, partnership, etc.*) **Riverside County, Department of Mental Health**	
BY (*Authorized Signature*) / DATE SIGNED (*Do not type*)	
PRINTED NAME AND TITLE OF PERSON SIGNING **Chairman, Riverside County Board of Supervisors**	
ADDRESS **4095 County Circle Drive, Riverside, CA 92503**	
STATE OF CALIFORNIA	
AGENCY NAME **Department of Rehabilitation**	
BY (Authorized Signature) / DATE SIGNED (*Do not type*)	
PRINTED NAME AND TITLE OF PERSON SIGNING **Candace Gilmore, Chief, Financial Management Branch, Administrative Services Division**	
ADDRESS **721 Capitol Mall, Sacramento, CA 95814**	☐ Exempt Per _____

FORM APPROVED COUNTY COUNSEL
BY _____ 10/8/09
LARISA R-MCKENNA DATE

EXHIBIT A

Riverside County Department of Mental Health
COOPERATIVE CONTRACT
Fiscal Year 2009/2010

Scope of Work

I. Introduction

The Department of Rehabilitation (DOR) and Riverside County Department of Mental Health (RCDMH) will provide vocational rehabilitation services to persons in Riverside County with psychiatric disabilities. DOR will determine eligibility and functional limitations, assist DOR/DMH clients in developing an Individualized Plan for Employment (IPE), provide vocational counseling, and coordinate and provide services that will lead to a successful employment outcome.

RCDMH will provide Vocational Assessment, Employment Services, Personal, Vocational, and Social Adjustment (PVSA) services under the terms of this contract in the Western and Desert Regions. Service coordination and collaboration will occur in all service delivery categories via case service contracts.

RCDMH will continue to provide the full range of mental health services for as long as desired and clinically appropriate. Services may include, but are not limited to: service coordination, individual therapy, socialization, and medication management. Special needs for DOR/DMH clients, such as American Sign Language (ASL) interpreting services for the deaf, will be provided when deemed appropriate.

RCDMH will be the primary provider of referrals to the Cooperative Program. DOR may refer clients that meet the Riverside County Department of Mental Health Cooperative Program's eligibility criteria.

During fiscal year 2009/10, it is expected that a total of 350 unduplicated clients will be served under the terms of this agreement. As a result of the services provided through this contract, it is expected that DOR will:

- Open 178 new cases (status 02)
- Develop 175 new Individual Plans for Employment (IPE)
- Close 72 cases successfully (status 26).

II. Services To Be Provided

Services in the Western and Desert Regions will be provided by RCDMH. Services in the Mid-County and parts of the Desert Region will be provided by the case service contract providers. All services provided through the case service contracts will be after authorization for such services from the DOR Counselor.

A. Vocational Assessment

1. Description of Service

DOR/DMH clients receiving this service will undergo a assessment process that systemically utilizes interviews and individual modalities to assist them in understanding their strengths and weaknesses and make an informed choice about meaningful career goals leading toward vocational development. Vocational Assessment Services are limited in scope and short in duration. Services assess basic information about the DOR/DMH client's current educational and vocational levels, abilities, and interests through the use of questionnaire, an interview, and review of collateral information.

Services within this category will be individualized and may include one-on-one meetings that focus on interest and aptitude exploration, assessment of transferable skills, work related behaviors, identifying barriers to employment, and other areas of job readiness. Medical, psychological, social, vocational, cultural, assistive technology, and economic issues will be explored and incorporated into the vocational assessment process. Through this process, DOR/DMH clients will be

provided with the opportunity to assess functional capabilities, the need for accommodations and modifications, and ultimately demonstrate sufficient interest and motivation to proceed into community-based employment.

2. Service Outcomes/Number to be Served

During fiscal year 2009/10, it is expected that 225 unduplicated DOR/DMH clients will receive Vocational Assessment services. (RCDMH Western: 100, Desert: 30, ANKA Case Service Contract: 65, Oasis Harmony Case Service Contract: 15 and Victor Community Support Services Case Service Contracts: 15).

For each DOR/DMH applicant/client receiving this service, a written report will be prepared. The format of this report will be jointly developed and agreed upon by both RCDMH and cooperative program staff involved with the program. The DOR Counselor requesting vocational assessment will be invited to attend a meeting with RCDMH staff and DOR/DMH applicant/client to discuss the results of the assessment and subsequent recommendations.

B. <u>Personal, Vocational, and Social Adjustment</u>

1. Description of Service

Upon referral of the DOR Counselor, RCDMH staff will meet with the DOR/DMH client to develop an Individual Service Plan which include:

- Areas to be addressed
- Proposed training activities
- Proposed measurable outcomes
- Schedule/timeline for completion
- Staff responsible

RCDMH will provide Personal, Vocational, and Social Adjustment Services to DOR clients, who will be assisted in developing or re-establishing skills, attitudes, personal characteristics, interpersonal skills, work behaviors, and

functional capacities to achieve and maintain positive employment outcomes. This service is to address one or more barriers that are preventing a client from successfully completing their DOR Individual Plan for Employment. Training is vocational in nature, time-limited, goal oriented, individualized, and provided in the environment where the identified appropriate behavior is needed or occurs.

PVSA training activities target the elimination/reduction of identified barriers to employment and may include, but are not limited to, issues such as:

- Appropriate interaction in the workplace
- Grooming and hygiene as related to work
- Mobility training
- Work habits and attitudes such as: attendance, punctuality, phoning in if ill, returning promptly from breaks and lunch
- Personal budgeting, banking and bill payment.

RCDMH will submit the PVSA service plan to the DOR Counselor. For each of the DOR consumer receiving this service, a written report will be prepared and provided to the referring DOR counselor outlining information gathered, findings, and recommendation.

2. Service Outcomes/Number to be Served

During fiscal year 2009/10, it is expected that 153 unduplicated DOR/DMH clients will receive PVSA Services. (RCDMH Western: 80, Desert: 20, ANKA Case Service Contract: 40, Oasis Harmony Case Service Contracts: 13; and Victor Community Support Case Service Contract: 0).

C. <u>Work Adjustment</u>

1. Description of Service

Upon authorization of the DOR Counselor, ANKA will provide Work Adjustment services to DOR clients using real work or

approved volunteer sites to train DOR/DMH Clients in the meaning, value, and demands of a job.

2. Service Outcomes/Number to be Served

During fiscal year 2009/10, it is expected that 30 unduplicated DOR/DMH clients will receive WA Services from ANKA.

D. Employment Services

1. Description of Service

Upon request/authorization of the DOR Counselor, RCDMH will provide Employment Services to DOR/DMH clients, who will be assisted in identifying, obtaining, and/or retaining employment commensurate with their strengths, desires, vocational, social, psychological, and medical needs and abilities.

Employment Preparation: Services will include, but are not limited to: completing job applications appropriately, writing resumes, improving interview techniques, improving verbal and physical presentation, and increasing self-confidence.

Job Development, Placement, and Follow-Up: Individualized job development in the community is also provided to enhance placement opportunities. RCDMH staff will actively pursue job leads in the community by means of "cold" calls, canvassing and marketing.

Service implementation will consist of individual/group intervention with utilization of both RCDMH/Case Service Contract Staff and community resources. Individualized job coaching will be provided by outside providers as needed and as authorized by DOR. Until DOR successfully closes the case, RCDMH/Case Service Contract Staff will provide active follow-up services to DOR/DMH clients after they are placed. Subsequent to DOR case closure, extended vocational support will be financed through RCDMH and will continue as long as

the individual maintains the job/occupation in which the closure was obtained.

In cases where the DOR/DMH client secures employment within RCDMH, RCDMH will arrange for extended services to be provided by an individual or outside entity. The cost of providing these extended services will be borne solely by RCDMH and will not be billed against the contract. Should the DOR/DMH client decline extended services and/or require renewed DOR/RCDMH services at a later date, RCDMH staff will provide assistance with case re-opening as requested and clinically appropriate.

2. Service Outcomes/Number to be Served

During fiscal year 2009/10, it is expected that 163 unduplicated DOR/DMH clients will receive Employment Services/employment preparation. (RCDMH Western: 63, Desert: 20, ANKA Case Service Contract: 54, Oasis Harmony Case Service Contract: 13 and Victor Community Support Services Case Service Contracts: 13).

Of this number, 108 clients are expected to be successfully placed into employment consistent with their IPE goal (RCDMH Western: 35, Desert: 15, ANKA Case Service Contract: 38, Oasis Harmony Case Service Contract: 10 and Victor Community Support Services Case Service Contracts: 10).

A total of 5 clients are expected to receive Non-Supported Employment Job Coaching Services from Oasis Case Service Contract.

Of those placed, it is expected that 72 will be closed successfully in status 26 by DOR (RCDMH Western: 30, Desert: 10, ANKA Case Service Contract: 22, Oasis Harmony Case Service Contract: 5 and Victor Community Support Services Case Service Contracts: 5).

III. Contract Administrator/Program Coordinator

Department of Rehabilitation Contract Administrator
Maria Sabado
3130 Chicago Avenue
Riverside, CA 92507
(951) 782-6662 – Phone
(951) 680-6832 – FAX
E-mail: msabado@dor.ca.gov

Department of Mental Health Contract Administrator/Program Coordinator
Linda Ramos
4095 County Circle Drive
Riverside, CA 92503
(951) 358-4505 – Phone
(951) 358-4792 – FAX
E-mail: lramos@co.riverside.ca.gov

IV. Linkages to Other Community Agencies

Involvement with other community agencies with or on behalf of mutual DOR/DMH clients will be coordinated and provided by RCDMH/DOR staff. Examples of this include, but are not limited to: Social Security Administration, Housing Authority, Department of Public Social Services, Riverside Community College, Workforce Development Center, and Educational Options Center.

V. In-Service Training

Through a special Interagency Agreement, DOR and RCDMH staff will be afforded the opportunity to receive technical assistance, when requested, and training customized to the needs of DOR/RCDMH staff involved with the program. Space permitting, cooperative program staff will have the opportunity to attend training sponsored by RCDMH and RCDMH staff will have the opportunity to attend training sponsored by DOR whenever the training is deemed relevant to services provided through the contract. Cross-training on changes in the philosophy, policies, and procedures of the respective DOR/RCDMH agencies will be incorporated into contract and program meetings that occur on an ongoing basis.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. It is mutually understood between the parties that this contract may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the contract were executed after that determination was made.

2. It is mutually agreed that if sufficient funds are not made available to the State by the United States Government for the current year and/or any subsequent years covered under this Agreement, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provision of this Agreement. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this contract in any manner.

3. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount. Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.

4. There are no oral understandings or agreements that are not incorporated in this contract.

5. Either party has the option to void the contract under the 30-day cancellation clause or to amend the contract to reflect any reduction of funds.

6. Costs exceeding approved line item budgets within a budget category are allowed provided the exceeded dollar amount does not affect the scope of work, does not result in exceeding the budgeted category amount, and is necessary for the provision of services to DOR consumers. However, a budget revision or contract amendment must be submitted if budget line-item descriptions, budget categories, deletions or additions of budget changes shall occur.

7. Expenditures cannot be incurred that will exceed the total budget category amount. To move funds from one budget category to another requires a budget revision. Changes in budget category amounts shall not result in an increase of the total contract amount. Any alterations or variations to the contract must be contained in a written contract budget revision approved by State's Contract Office or written contract amendment, approved by the Department of General Services.

8. The Contractor is responsible for monitoring the percentage of time/number of hours devoted by staff on the contract for overall consistency with the contract terms.

9. Prompt Payment. The State of California is obligated to promptly pay all invoices; however, invoices must be properly submitted for prompt processing and payment. Under certain conditions, the State is required to pay vendors a late payment if a correct invoice for

services/goods is not paid within 45 calendar days. The vendor does not have to request the late payment. The State will determine and send any late payment to the vendor.

10. Payment of Expenditures (If applicable)

By signing this contract, Contractor certifies under penalty of perjury that the **Service Budget (DOR 801A)** does not contain line items that are, or will be, during the period covered by this contract reimbursed/paid by another source of funding.
This is a cost reimbursement contract. State will pay the Contractor as invoiced monthly or quarterly as specified in Exhibit E for Contractor's actual allowable costs to provide the services identified in the Scope of Work, in accordance with the Service Budget (DOR 801A) and Narrative, and applicable Federal regulations and OMB circulars. For each fiscal year, total funds to be paid shall not exceed the amount specified in the "Service Budget" for that fiscal year. Unexpended funds for a fiscal year shall not be carried over to another fiscal year.

Contract expenditures reimbursed by DOR must be reported as federal funds in the contractor's accounting records and on the Schedule of Federal Awards under the CFDA# 84.126 prepared for the OMB A-133 Single Audit.

11. Certified Expenditure (If applicable)

Contractor shall certify to the State, on a monthly or quarterly basis as specified in Exhibit E, the Contractor's allowable costs to provide the cooperative program services identified in the Scope of Work, in accordance with the Cooperative Agency Certified Expenditure Budget Summary and Narrative, and applicable Federal regulations and OMB circulars. All such expenditures shall be under the administrative supervision of State and no portion of the certified expenditures shall come from Federal funds. The State shall not be obligated to pay the Contractor for any contributions made by the Contractor in accordance with the Cooperative Agency Certified Expenditure Budget Summary.

The total Cooperative Agency certified expenditure share will be matched to Federal funds at no less than 25%, as indicated on the DOR Program Budget Summary.

If the value of the certified expenditures by the Contractor is below 25% of the actual total program cost, the Service Budget (DR801A) may be reduced after review by the DOR Contract Administrator. State will not pay the Contractor for actual costs claimed on the DOR801B Service Invoice until the certified expenditure summary for the same period has been submitted.

The Contractor contributions, including any in excess of the amount specified in the "Cooperative Agency Certified Expenditure Budget Summary" will be used by State to obtain Federal funds under Section 110 of the Rehabilitation Act of 1973, as amended. Federal funds obtained in excess of the "Total Program Cost" as identified on the "DOR Program Budget Summary" shall accrue to the State.

12. Cash Match (If applicable)

Each fiscal year, Contractor will pay to State, no less than quarterly, in advance, upon receipt of an invoice from State, all those cash matching funds which are identified within the Program Budget Summary for that fiscal year. State shall not be obligated to pay the Contractor for any

contributions made by the Contractor in accordance with the approved budget, it being understood that all matching funds obtained by State from Contractor shall be exclusive funds of the State and no portion of the cash match shall come from Federal funds.

The total Cooperative Agency cash share will be matched to Federal funds at no less than 21.3% as indicated on the "DOR Program Budget Summary".

13. Indirect Costs (If applicable)

Indirect costs are allowable costs incurred by an organization which support the activities of a program or contract, but are not directly assigned to the specific program or contract and are allocated to the program or contract using a method in compliance with Office of Management and Budget (OMB) circulars. The allocation method must be fully explained in the contract budget narrative and must be supported by actual costs/expenditures. The allocation of indirect costs cannot be based on an arbitrary fixed rate. Where an estimated percentage rate is used when the contract is written, the actual rate must be used to bill for indirect costs/administrative overhead; however, the actual rate cannot exceed the contracted budget percentage rate. If the actual rate exceeds the budgeted rate, then a budget revision or amendment is required prior to billing the actual rate. Documentation to support the allocation rate/method must be maintained by the Contractor and is subject to review by the Department of Rehabilitation, State Auditors, Federal Department of Education auditors, or their designated representatives.

Riverside County Department of Mental Health

Attachment 1

Program Budget Summary

Fiscal Year 2009/10

July 1, 2009 to June 30, 2010

		TOTALS
DOR PROGRAM COSTS (From DOR Program Budget)		$1,089,782
TOTAL PAYMENT BY DOR TO CA (From Service Budget)		$337,580
TOTAL COOPERATIVE AGENCY EXPENDITURES (From Cooperative Agency Certified Expenditure Budget)		$476,398
TOTAL PROGRAM COST		$1,903,760
Cooperative Agency Share (Certified Expenditure)	25.02%	$476,398
Total DOR Share	74.98%	$1,427,362
TOTAL BUDGET		$1,903,760

Cooperative agency certified expenditures must be from non-Federal funds and can not be used to draw down other Federal funds. The certified expenditure must equal at least 25% of the total program costs.

Certified Match Payment to CA

Riverside County Department of Mental Health

DOR Program Budget

Fiscal Year 2009/10

July 1, 2009 - June 30, 2010

3.50 **FTE Counselor Units**

DEPARTMENT OF REHABILITATION SERVICES

ITEM	FTE EXPENDITURE	FTE	TOTAL
Rehabilitation Counselor	1 FTE = $110,377	3.50	$386,320
Case Services (Individual Client Expenses)			$180,461
SUBTOTAL			$566,781

Case Service Contract/s to:

ANKA Behavioral Health, Inc.	$443,001
Oasis Harmony - (Desert Region)	$40,000
Victor Community Support Services - (Mid Region)	$40,000

TOTAL DOR PROGRAM COST $1,089,782

STATE OF CALIFORNIA
SERVICE BUDGET
DOR 801A (Rev. 2/98)

DEPARTMENT OF REHABILITATION

[X] Original [ ] Amendment [ ] Revision

Contractor Name and Address:	Contract Number:	Federal ID Number:		Page 1 of 1
Riverside County Department of Mental Health -Western Region		95-6000930 W		
4095 County Circle Drive	Budget Period:	Effective Date:	Effective Date:	
Riverside, CA 92503	7/1/09-6/30/10			

Line No.	Position Title	Amount Budgeted	Budget Change	Budget Change	TOTAL BUDGET
1	**PERSONNEL**				
2	Employment Services Counselor II - Voc 80% of 1 FTE @ 40 hours per week	$76,847.32			$76,847.32
3	Employment Services Counselor II - Voc 80% of 1 FTE @ 40 hours per week	$81,036.92			$81,036.92
4	**Subtotal**	$157,884.24			$157,884.24
5	**OPERATING**				
6	Communications	$14,607.77			$14,607.77
7	Janitorial Expenses	$812.70			$812.70
8	Insurance	$7,856.14			$7,856.14
9	Maintenance (Building/Equipment/Other)	$1,422.23			$1,422.23
10	Records Management	$270.90			$270.90
11	Office Supplies/Printing/Postage	$7,414.34			$7,414.34
12	Oasis Processing - Financials/HRMS	$3,792.62			$3,792.62
13	Building Rent/Lease	$130,786.22			$130,786.22
14	Utilities	$12,732.37			$12,732.37
15	**Subtotal**	$179,695.30			$179,695.30
16	**Subtotal Personnel & Operating Costs:**	$337,579.54			$337,579.54
17	**Admin Overhead** 0.0000%	$0.00			$0.00
	TOTALS	$337,580			$337,580

Indirect costs are allowable costs, incurred by an organization, which support the activities of a program or contract, but are not directly assigned to the specific program or contract and are allocated to the program or contract using a method in compliance with Office of Management and Budget (OMB) circulars. The allocation method must be fully explained in the contract budget narrative and must be supported by actual costs incurred and paid by the organization. The allocation of indirect costs cannot be based on an arbitrary rate.

SERVICE BUDGET NARRATIVE

Riverside County Department of Mental Health

Personnel:

COOPERATIVE PROGRAM CERTIFIED TIME FUNCTIONS

Employment Services Counselor II -VOC

- Provide Employment Services, Personal, Vocational, and Social Adjustment and Vocational Assessment services under the cooperative contract.
- Write Employment Services, Personal, Vocational, and Social Adjustment and Vocational Assessment reports and related monthly summaries for DOR/DMH Clients.
- Develop employment opportunities by promoting the program to employers and community organizations.
- Counsel DOR/DMH clients in the development of an employability plan.
- Provide assistance in obtaining employment.
- Solicit and develop sources of employment for DOR/DMH clients.
- Explain program benefits and requirements to potential employers and community organizations.
- Initiate "cold calls" to potential employers and attend job fairs and other functions to promote participation in various employment programs and solicit jobs.
- Interview, screen and counsel DOR/DMH clients regarding employment barriers, advise DOR/DMH clients regarding alternate training and employment opportunities.
- Evaluate DOR/DMH clients' interests, education, and experience to determine possible program placements and develop plans to further DOR/DMH clients' entry into the labor market.
- Refer DOR/DMH clients to appropriate training and employment services; monitor and evaluate DOR/DMH clients' progress and attendance.
- Counsel DOR/DMH clients in interviewing skills, techniques, and etiquette for employment interviews.
- Follow up on DOR/DMH clients after placement in job to assist with work-related problems.

FORMER/CONCURRENT COOPERATIVE AGENCY FUNCTIONS

Employment Services Counselor II – MH

- Attend Administrative meetings, non-DOR trainings.
- Provide non-DOR clients information and referral to other agencies.

Operating Expenses:

Communications - Cost of telephone and faxing services incurred by Mental Health staff in contacting cooperative staff, clients, employers, and other individuals involved in providing services to DOR/DMH clients in the vocational program. These costs are allocated based on the Service program's salary and benefits costs.

Janitorial Expenses - Cost associated with daily maintenance of facility space. These costs are allocated based on the Service program's salary and benefits costs.

Insurance - Costs of general Liability, Malpractice and Property insurance based on total vocational program salary, benefit and operating costs. These costs are then allocated based on the Service program's salary and benefits costs.

Maintenance (Building/Equipment) - Costs for maintaining vocational program office space and equipment. Based on program's total salary, benefit and operating costs. These costs are then allocated based on the Service program's salary and benefits costs.

Records Management – Annual charges for storage, microfiche, retrieval, reproduction, and destruction of DOR/DMH client files. DOR/DMH client files are maintained in accordance with county policy.

Office Supplies/Printing/Postage - Office supplies necessary for staff to perform the duties under the contract. Includes, but is not limited to, consumable items such as computer paper, printer ribbons, toner, staplers, staples, paper, pens, calculator tape, paper clips, printer cartridge, and envelopes, postage, mail delivery cost and the cost of printing documents needed for the vocational program.

Oasis Processing Financials/HRMS - Costs for department's usage of county's financial and human resource management computer systems.

The costs are then allocated based on the Service program's salary and benefits costs.

Building Rent Lease - Includes office and building space to be used for DOR/DMH clients served through this contract; specific areas are allocated for vocational assessment and employment service activities. The calculation of building/rent is determined first by building distribution, then by a percentage of Program personnel's salary and benefit costs.

Utilities - Includes gas, electricity, water, sewer, and waste disposal. These costs are then allocated based on the DOR Service program's salary and benefits costs.

COOPERATIVE AGENCY-CERTIFIED EXPENDITURE BUDGET

Fiscal Year 2009/10

July 1, 2009 - June 30, 2010

Contractor Name and Address	
Riverside County Department of Mental Health - Western Region 4095 County Circle Drive Riverside, CA 92503	**Cooperative agency agrees that it will make the following expenditures during the fiscal year, in conformity with the following narrative section titled "Cooperative Agency-Certified Expenditure Budget Narrative". These are not legally mandated services and are not services that the Cooperative agency otherwise provides. **NOTE** No portion of the below expenditures shall come from Federal Funds.**

Item Expenditure	FTE	Total Expenditure Dollars	Percent of Expenditure Devoted to Program	Amounts Chargeable to Program
PERSONNEL/POSITIONS				
Employment Services Counselor II - Voc 80% of 1 FTE @ 40 hours per week	1	$83,508.68	75%	$62,631.51
Employment Services Counselor II - Voc 80% of 1 FTE @ 40 hours per week	1	$63,395.00	75%	$47,546.25
Behavioral Health Specialist II - Voc 95% of 1 FTE @ 40 hours per week	1	$67,203.00	80%	$53,762.40
Behavioral Health Specialist II - Voc 95% of 1 FTE @ 40 hours per week	1	$53,014.00	80%	$42,411.20
Behavioral Health Specialist II - Voc 95% of 1 FTE @ 40 hours per week	1	$53,314.00	80%	$42,651.20
Behavioral Health Specialist II - Voc 95% of 1 FTE @ 40 hours per week	1	$53,014.00	80%	$42,411.20
Behavioral Health Specialist II - Voc 95% of 1 FTE @ 40 hours per week	1	$63,965.00	80%	$51,172.00
MH Peer Specialist - Voc 50% of 1 FTE @ 40 hours per week	1	$43,245.00	50%	$21,622.50
DOR Services Supervisor - 75% of 1 FTE @ 40 hours per week	1	$111,316.00	70%	$77,921.20
OPERATING EXPENSES				
Memberships/Dues/Subscriptions				$ 135.45
Testing Material				$ 270.90
Software				$ 162.54
CARF Accreditation				$ 4,196.80
Training				$ 446.99
Conference / Registration Fees				$ 270.90
County Fleet Charges/Transportation				$ 1,625.41
Travel/Mileage				$ 270.90
Bus Fare				$ 270.90
Instructional Materials				$ 270.90
			SUBTOTAL	$450,051.17
Indirect Cost:		5.530%		$26,346.83
			TOTAL EXPENDITURES "CERTIFIED" BY COOPERATIVE AGENCY (Rounded to the Nearest Dollar):	$476,398

CERTIFIED EXPENDITURE BUDGET NARRATIVE

Riverside County Department of Mental Health

Personnel:

COOPERATIVE PROGRAM CERTIFIED TIME FUNCTIONS
Employment Services Counselor II -VOC

- Provide Employment Services, Personal, Vocational, and Social Adjustment, and Vocational Assessment services under the cooperative contract.
- Develop employment opportunities by promoting the program to employers and community organizations.
- Counsel DOR/DMH clients in the development of an employability plan.
- Provide assistance in obtaining employment.
- Solicit and develop sources of employment for DOR/DMH clients.
- Explain program benefits and requirements to potential employers and community organizations.
- Initiate "cold calls" to potential employers and attend job fairs and other functions to promote participation in various employment programs and solicit jobs.
- Interview, screen and counsel DOR/DMH clients regarding employment barriers, advise DOR/DMH clients regarding alternate training and employment opportunities.
- Evaluate DOR/DMH clients' interests, education, and experience to determine possible program placements and develop plans to further DOR/DMH clients' entry into the labor market.
- Refer DOR/DMH clients to appropriate training and employment services; monitor and evaluate DOR/DMH clients' progress and attendance.
- Counsel DOR/DMH clients in interviewing skills, techniques, and etiquette for employment interviews.
- Follow up on DOR/DMH clients after placement in job to assist with work-related problems.

<u>FORMER/CONCURRENT COOPERATIVE AGENCY FUNCTIONS</u>
Employment Services Counselor II – MH

- Attend Administrative meetings, non-DOR trainings.
- Provide non-DOR/DMH clients information and referral to other agencies.

COOPERATIVE PROGRAM CERTIFIED TIME FUNCTIONS

Behavioral Health Specialist II - VOC

- Evaluate work abilities and deficits of DOR/DMH clients and provide up-to-date documentation to both RCDMH and cooperative program staff.
- Coordinate pre-IPE and IPE services with RCDMH staff and DOR Counselor for DOR/DMH clients.
- Assist Employment Services Counselor in providing Employment Services, Personal, Vocational, and Social Adjustment, and Vocational Assessments.
- Provide vocational skills building for DOR/DMH clients.
- Document Vocational Reports and monthly summaries for DOR/DMH clients.
- Provide Vocational Assessment and Personal, Vocational, and Social Adjustment services under the cooperative contract.

COOPERATIVE AGENCY FUNCTIONS TIME FUNCTIONS

Behavioral Health Specialist - MH

- Plan, supervise, and implement group activities for non DOR/DMH clients.
- Monitor conduct of clients in non-employment related skill development program.
- Plan and accompany applicants/clients on recovery/skill building outings.
- Assess and evaluate prospective full service partnership program DOR/DMH applicants/clients for admission to program.

COOPERATIVE PROGAM CERTIFIED TIME FUNCTIONS

MH Peer Specialist-VOC

- Assist vocational staff in working with DOR/DMH clients' Individual Service Plans.
- Work with DOR/DMH clients in eliminating barriers to employment.

- Assist vocational staff in providing Vocational Assessment, Employment Services, and Personal, Vocational, and Social Adjustment services.
- Provides support, encouragement, advocacy to DOR/DMH clients/family/caregivers as directed by the assigned Vocational Counselor in relation to Vocational Service Plan and employment goals.
- Develops activities, programs, and resources for DOR/DMH clients which support or enhance employment related goals of client/family/caregivers.
- Develops effective working relationship with agencies and organizations to advocate and enhance employment related goals for the DOR/DMH client.
- Helps prepare and support DOR/DMH clients and family/caregivers at case staffings and at a variety of formal and informal hearings and meetings.
- Helps DOR/DMH clients and those who support them to articulate their needs in preparation of employment and/or related goals.
- Focuses on the DOR/DMH client and family/caregiver satisfaction with the Vocational Services received.
- Documents all activities in the format agreed upon by DOR and JWC Vocational Services.
- Facilitates self-help groups and educational groups for DOR/DMH clients as related to their Vocational Service Plan.

COOPERATIVE AGENCY FUNCTIONS TIME FUNCTIONS

MH Peer Specialist-MH

- Provide support, encouragement, advocacy to mental health clients/family/caregivers.
- Develops activities, programs and resources for mental health clients which support client/family/care givers in achieving their goals (e.g. housing, sobriety groups).
- Develops effective working relationships with agencies and organizations to advocate for the mental health client and family/caregiver.
- Helps prepare and support mental health clients and family/caregivers at case staffings and at a variety of formal and informal hearings.
- Helps mental health clients and those who support them to articulate their needs.

- Focuses on the mental health client and family/caregiver satisfaction with the services received and general satisfaction with mental health services.
- Documents all activities as required by Medi-Cal.
- Facilitates self-help groups for mental health clients and caregivers.

COOPERATIVE PROGRAM CERTIFIED TIME FUNCTIONS
DOR Services Supervisor - VOC

- Plan, organize and direct the activities of staff assigned to the cooperative program.
- Assign, supervise, and evaluate the work of multidisciplinary professional staff and support personnel engaged in planning and providing vocational rehabilitation services to individuals and groups.
- Interact and meet with DOR counselors, supervisor, or District Administrator as needed.

COOPERATIVE AGENCY FUNCTIONS TIME FUNCTIONS
Mental Health Service Supervisor - MH

- Supervise staff, programs as assigned by Regional Manager.
- Provide clinical and/or administrative consultation to staff.
- Assign, supervise, and evaluate the work of cooperative program staff and support personnel engaged in planning and provide mental health services to individuals and groups.
- Hiring, and evaluation of RCDMH employees.

Certified Operating Expenses:

Memberships/Dues/Subscriptions – Memberships, dues and subscriptions that have direct application to the vocational program such as subscriptions to employment adverting publications.

Testing Material - Will be given to DOR/DMH clients during the evaluation stage only, based on their individual needs as determined by an initial assessment. A variety of tests, testing forms will be purchased and used to determine DOR/DMH clients' aptitudes and interests.

Software - Includes funds to maintain access to the Eureka software program, or pay the monthly and or yearly access fee to make the Eureka program available for Co-operative Program staff and DOR/DMH client use.

CARF Accreditation - The cost of the accreditation process and the purchase of necessary publications to keep the accreditation current.

Training - Cost for Western Adult Mental Health vocational program staff to attend training sessions, which are deemed to enhance performance of contract staff in the provision of contract services.

Conference/Registration Fees - Cost for Western Adult Mental Health vocational program staff to attend conference sessions, which are deemed to enhance performance of contract staff in the provision of contract services.

County Fleet Charges/Transportation – Maintenance, fuel and county fleet vehicle costs for vehicles used to transport DOR/DMH clients.

Travel/Mileage - Provides for the cost of mileage reimbursement, airfare, hotel, per diem, parking, taxi and/or rental car expense for staff attending training and/or meetings related to the contract program.

Bus Fare - Bus tickets to be used on a one-time-only basis by DOR/DMH clients to enable them to utilize vocational services until they have been approved for a bus pass funded through individual client case service funds.

Instructional Material – Materials to be used exclusively for DOR/DMH clients to provide training for job preparation and job seeking skills.

Indirect Cost:

These costs cover the vocational program's share of the department's fiscal, program support, IT services, human resources, and county support services.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. Software

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.

2. Contract Manual

Contractor acknowledges that it was provided with and is familiar with the provisions of the Department of Rehabilitation's Contract Manual for Case Services/Cooperative Contract Program Agreements (DOR Contract Manual) for the Fiscal Year(s) covered under this contract, and it specifically agrees that it will comply with all applicable provisions of the Contract Manual. Contractors are expected to refer to and comply with the DOR Contract Manual contracts. This manual is referenced in the contract and, as such, is a contract document. Match requirements are applicable to Cooperative Programs only.

3. Settlement of Disputes

Any dispute concerning performance under the terms of this agreement which is not disposed of within a reasonable period of time by the Contractor and State shall be brought to the attention the local DOR District Administrator and a designated representative of the contractor for joint resolution. At the request of either party, the State shall provide a forum for discussion of the disputed item(s), at which time the State representative shall be available to assist in the resolution by providing advice to both parties as to State of California policies and procedures. If agreement cannot be reached through the application of high level management attention, either party may assert its other rights and remedies within this contract or within a court of competent jurisdiction in the State of California.

4. Rehabilitation Act

By signing this contract, Contractor certifies that it shall comply with all provisions of the Rehabilitation Act of 1973, as amended (29 USC Section 701 et seq.) and applicable federal and state regulations.

Notwithstanding provisions to the contrary, State shall supervise provision of vocational rehabilitation services authorized by the Rehabilitation Act of 1973, as amended, and the State Plan for Vocational Rehabilitation Services.

Consumer eligibility and scope of services to be provided under the terms of this contract agreement shall be determined by State in accordance with all applicable laws and regulations. Program expenditures and staff providing services under the contract agreement are under the administrative supervision of State.

State shall assign to serve as program staff, State employed vocational rehabilitation case carrying staff, and other personnel required to discharge its functions under the terms of this contract, the Rehabilitation Act of 1973, as amended (29 USC Section 701 et seq.), and the State Plan for Vocational Rehabilitation Services. This shall include all administrative,

supervisory, technical, and consultative services necessary to fulfill State's responsibilities under the terms of this contract.

5. Travel

The Contractor agrees that all travel expenses and per diem rates paid its employees under this contract shall be reimbursed at actual costs not to exceed the Department of Personnel Administration (DPA) designated rates stated on the DPA website. In addition, travel outside of the State of California shall be reimbursed at DPA designated rates for only travel to states bordering California if the consumer needs to obtain services or employment in the bordering state and prior written authorization is obtained from the DOR Contract Administrator.

6. Personnel Standards

Contractor shall maintain personnel standards in accordance with the Code of Federal Regulations, 34 CFR 361.51(b).

7. Confidentiality

Contractor agrees that any report or material created during the performance of this contract will not be released to any source except as required by this contract or otherwise authorized by DOR. Any information obtained by Contractor in the performance of this contract is confidential and shall not be published or open to public inspection in any manner, except as authorized by DOR.

Contractor agrees to maintain the confidentiality of any information concerning any consumers that the contractor may obtain in the performance of this contract, and specifically agrees to comply with the provisions applicable to such information as set forth in 34 Code of Federal Regulations, Section 361.38, title 9, California code of Regulations, Section 7140 et seq., and the Information Practices Act of 1977 (California Civil Code Section 1798 et seq.)

Contractor agrees to report any security breach or incident involving DOR consumers' personal information to the DOR's Contract Administrator and the DOR's Information Security Officer. The DOR's Information Security Officer can be contacted via e-mail at isoinfo@dor.ca.gov.

Security breaches or incidents that must be reported include, but are not limited to:

1) Inappropriate use or unauthorized disclosure of DOR consumers' personal information by the Contractor or the Contractor's assignees. Disclosure methods include, but are not limited to, electronic, paper, and verbal.

2) Unauthorized access to DOR consumers' personal information. Information can be held in medium that includes, but is not limited to, electronic and paper.

3) Loss or theft of information technology (IT) equipment or data containing DOR consumers' personal information. IT equipment includes, but is not limited to, laptop and desktop computers, PDAs, CDs, DVDs, flash drives, servers, printers, peripherals, and any other portable electronic devices and media. Data can be held in medium that includes, but is not limited to, electronic and paper.

Contractor agrees to provide annual security and privacy training for all individuals who have access to personal, confidential, or sensitive information relating to the performance of this contract. Contractor agrees to obtain and maintain acknowledgements from all individuals to evidence their understanding of the consequences of violating California privacy laws and the contractor's information privacy and security policies. For contractors that do not have a security program that includes annual security and privacy training, a self-training manual is available on the DOR website under the "Providers" tab in the "Requirements" section under "Annual Security and Privacy Training for VR Service Providers." The self-training manual is named "Protecting Privacy in State Government" and can be downloaded at the following link: http://www.dor.ca.gov/eps/servpro.htm

Additional training and awareness tools are available at the California Office of Information Security and Privacy Protection (OISPP) website. OISPP created the self-training manual, "Protecting Privacy in State Government" that DOR revised to meet its business needs.

8. Accounting System Requirements

Contractor must maintain an appropriate cost accounting system that accurately accumulates and segregates reasonable, allocable, and allowable costs in compliance with state and federal regulations and the Contract and Contract Manual. The Contractor's financial management system shall provide for:

- Accurate, current, and complete disclosure of the financial results of each federally sponsored project.
- Records that identify adequately the source and application of funds for federally sponsored activities.
- Written procedures for determining the reasonableness, allocability, and allowability of costs in accordance with the provisions of the applicable Federal cost principles and the terms and conditions of the award.
- Accounting records including cost accounting records that are supported by source documentation.

Contractor shall submit to State such reports, accounts, and records as deemed necessary by State to discharge its obligation under State and Federal laws and regulations, including the applicable Office of Management and Budget Circulars.

9. Audits Requirements and Records Retention

State shall have the right to conduct inspections and/or audits of Contractor to determine whether expenditures by Contractor were made in compliance with this contract, the Department of Rehabilitation's Contract Manual for the fiscal year(s) covered under this contract and other applicable federal or state statutes and regulations. Contractor agrees that Department of Rehabilitation, State Controller's Office, Department of General Services, Bureau of State Audits, Federal Department of Education Auditors, or their designated representatives shall have the right to review and to copy any records and supporting documentation pertaining to the performance of the contract, including such books, records, accounts, consumer service records, and other supporting documentation that may be relevant to the audit or investigation. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, or until resolution of all issues which may arise

as a result of any litigation, claim, negotiation, audit, or any other action involving the records prior to expiration of the three (3) year period, whichever is later. Contractor agrees to allow the auditors access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Contractor shall provide State's staff access to all Contractor's case file records and evaluations of individuals referred to the program, with the written consent of the individual.

Non-federal entities receiving financial assistance of $500,000 or more in Federal funds from all sources, either directly from a Federal awarding agency or indirectly from a pass-through entity, are required to have a single or program-specific audit conducted in accordance with Office of Management and Budget **(OMB) A-133, Audits of States, Local Governments, and Non-Profit Organizations.** Non-federal entities that spend less than $500,000 a year in Federal awards are exempt from Federal audit requirements for that year, except as noted in OMB A-133. Entities required to have an audit under OMB A-133 must ensure the audit is performed in accordance with Generally Accepted Auditing Standards (GAAS), Government Auditing Standards (GAGAS) developed by the Comptroller General, and the OMB Compliance Supplement. Audit reports and any resulting management letters must 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. The reports required by OMB A-133 must be submitted to:

Department of Rehabilitation
Audit Services
721 Capitol Mall, 3rd Floor
Sacramento, CA 95814

Contractor must include in the contract with its independent auditor that the State Department of Rehabilitation, State Controller's Office, Department of General Services, Bureau of State Audits, Federal Department of Education Auditors, or their designated representatives have the right to inspect and review the independent auditor's workpapers regardless of the type of engagement performed upon notice by the Contractor, or upon notice by appropriate State and Federal representatives.

10. Principles and Standards for Determining Allowable Costs, including Requirements for Documenting Personnel Activity Chargeable to the Contract

Contracts awarded by the Department shall be subject to actual costs for services rendered under this agreement. Allowable costs under this contract must meet the following general criteria:

The allowable cost must: 1) be generally recognized and necessary for the operation of the Contractor's organization, 2) be reasonable for the performance of the contract, including acceptable sound business practices 3) be subject to the terms and conditions of the contract and approved DOR budgeted line items, 4) not be used for general expenses required to carry out other responsibilities of the Contractor, and 5) be properly supported.

Further, documenting and supporting the distribution of personnel activity to the contract is critical. The Contractor agrees to comply with the OMB Circular applicable to its organization regarding documentation for the support of personnel activity chargeable to the contract.

The Federal Office of Management and Budget (OMB) has established cost principles for determining allowable costs chargeable to Federal awards The applicable Federal and State laws and regulations, including OMB Circulars, take precedence, **except where the contract is more restrictive.**

The Contractor agrees to abide by the following federal rules and regulations applicable to its organization as specifically defined in the following:

- 34 CFR Part 74 (OMB A-110) – Administration of Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations
- 34 CFR Part 80 (OMB A-102) – Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
- 34 CFR 361 – The State Vocational Rehabilitation Services Program
- OMB A-21 – Cost Principles for Educational Institutions
- OMB A-87 – Cost Principles for State, Local, and Indian Tribal Governments
- OMB A-122 - Cost Principles for Non-Profit Organizations
- OMB A-133 – Audits of States, Local Governments, and Non-Profit Organizations

A copy of the OMB Circulars listed above are available for download and review on the Internet at www.whitehouse.gov/omb/circulars.

A copy of Title 34 CFRs are available at http://www.gpoaccess.gov/cfr/index.html

11. Pattern of Service (Cooperative Agreements Only)

As required by Federal regulations (34 CFR 361.28), the services provided by the Contractor under this contract cannot be the customary or typical services, but rather the services must have been modified, adapted, expanded, or reconfigured to have a vocational rehabilitation focus.

12. Debarment, Suspension, Ineligibility and Voluntary Exclusion

By signing this contract, agrees to comply with applicable federal suspension and debarment regulations. The contractor certifies that neither it nor its principles is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.

13. Procurement Rules

Unless otherwise stipulated in writing by DOR, prior written authorization from the DOR Contract Administrator will be required before the Contractor will be reimbursed for any purchase/service order of $2,500 or more for any articles, supplies, or services. The Contractor is required to provide all particulars necessary for evaluation of the "necessity or desirability " of incurring such cost and the reasonableness of the price or cost. Three competitive quotations should be submitted or adequate justification provide for the absence of bidding. (See SCM 3.17.2 D)

EXHIBIT E
ADDITIONAL PROVISIONS

The DOR Contract Administrator will monitor and document the contractor's performance to ensure compliance with all contract provisions. The DOR Contractor Administrator will:

- Maintain documentation on all contract activities, including the performance of the contract services, invoice reviews and approvals, monitoring activities, and other contract administration activities.

- Monitor the contract to ensure services were performed according to the quality, quantity, objectives, timeframes and manner specified in the contract, and that the Contractor prepares and maintains adequate documentation to support the services provided.

- Review and approve invoices for payment to substantiate expenditures for the work performed, including verification that costs invoiced for the provision of services to DOR applicants/ consumers during the contract period are based on actual allowable costs, and that the invoices are current, correct, and timely.

- Ensure that all Service Invoices, and Certified Expenditure Summaries if applicable, are received within 180 days of the end of the fiscal year. If not received, obtain written justification from the contractor for the delay and a timeline when final invoicing will be received.

- Verify that the contractor has fulfilled all requirements of the contract before approving the final invoice.

- Ensure there are sufficient funds to pay for all services rendered as required by the contract.

- Ensure, by the end of the second quarter, that the projected certified expenditure match will be sufficient to support the budgets as outlined in this contract. If not, contact the appropriate Collaborative Services Program Specialist. (Cooperative Program Contracts only)

- Identify low usage levels and consider partial disencumbrance of contract funds.

- Periodically review personnel activity reports for staff funded by the contract to ensure that the Contractor is preparing and maintaining personnel activity reports in compliance with the applicable OMB circular.

- Verify that all contract staff are providing services in accordance to their duties specified in the contract, including ensuring that:
  1. Personnel duty statements or a copy of the Contract Budget Narrative/Contract Duty Statement has been provided to each staff person to communicate the specific duties to be performed under the contract.
  2. Verify that job duties, as provided by the contract staff, match contract duty statements and service descriptions.

- Ensure that the contractor has submitted to DOR appropriate documentation that supports the services provided to DOR applicants/consumers, including monthly (or otherwise specified) progress reports, consumer listings, utilization/service reports, and/or other agreed-upon documentation.

- Verify that contract staff provide services only to authorized DOR consumers. (Case Service Contracts only)

- Review the CAS 170AA report. (Case Service Contracts only)

EXHIBIT E
Additional Provisions

Riverside County Department of Mental Health
FY 2009/2010

I. Contract Monitoring and Reporting

The Contract Administrator/Program Manager shall monitor the contract by:

- RCDMH and local cooperative program staff will review monthly production reports from the DOR central office Cooperative Programs Section to monitor progress toward contract goals. The local cooperative partners will develop a system to monitor placements, and review this statistic monthly as well.

- RCDMH staff will complete and submit a service and certified invoice (DOR CES and 801B) to the Contract Administrator on a quarterly basis.

- The Contract Administrator and the RCDMH's DOR Contract Administrator will meet at least quarterly throughout the year, but more often as needed, to discuss budget utilization, the program's progress toward contract objectives, referrals, service provision and any problems and/or mutual concerns. These quarterly meetings will include appropriate representative DOR, RCDMH, and case service contract staff from all three regions of the county.

- Prepare and submit consumer Vocational Assessment reports, Personal, Vocational, and Social Adjustment reports, Employment Services reports and monthly progress reports to include consumer name and other necessary or required information as agreed to in collaborative quarterly meetings.

II. Transportation of DOR/DMH Clients

RCDMH – Staff will provide transportation to DOR/DMH clients under the terms of this contract but not more than 15 clients in one vehicle at a time.

III. Insurance. Contractor shall furnish to State evidence of insurance as follows. The insurance must be issued by an insurance company acceptable to Department of General Services, Office of Insurance and Risk Management (DGS/ORIM) or be provided through partial or total self-insurance acceptable to DGS.

The Certificate of Insurance must include:

A. Commercial General Liability, the certificate of insurance shall state a limit of liability of not less than $1,000,000 per occurrence for bodily injury and property damage liability combined.

B. Automobile Liability must include Any-Auto, Hired-Autos, Non-Owned Autos (as applicable), and any other auto used in performing services under the contract for a minimum of $1,000,000 combined single limit.

This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability.

Contractor is responsible for any deductible or self-insured retention contained within the insurance program.

In the event said insurance coverage expires at any time or times during the time of this contract, contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less that the remainder of the term of the contract, or for a period of not less that one year. New certificates of insurance are subject to the approval of DGS, and the contractor agrees that no work or services shall be performed prior to such approval. The State may, in addition to any other remedies it may have, terminate this contract upon the occurrence of such event.

****

C. Prior to award of the contract, the certificate of insurance must include the following provisions stating that:

1) **The insurer will not cancel the insured's coverage without 30 days prior written notice to the State; and**

2) **The State of California, its officers, agents, employees, and servants are included as additional insured, but only with respect to work performed for the State of California under this contract.**

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

906

FROM: Department of Mental Health

SUBMITTAL DATE:
November 2, 2009

SUBJECT: Approve the First Amendment to the Agreement between the Department of Mental Health and National Council on Crime and Delinquency (NCCD)/Children's Research Center (CRC).

RECOMMENDED MOTION: Move that the Board of Supervisors:

1) Approve the first amendment to the agreement between the Department of Mental Health and National Council on Crime and Delinquency (NCCD)/Children's Research Center (CRC) for $145,630 for FY 2009/10;
2) Authorize the Chairman of the Board to sign and execute the agreement amendment;
3) Authorize the Riverside County Purchasing Agent to increase, decrease, amend and/or renew this agreement for an amount not to exceed 10% of the approved agreement amount of $145,630 for FY 2009/10.

On December 9, 2008, Agenda Item 3.43, the Board of Supervisors approved the Riverside County Department of Mental Health's (RCDMH) contract with National Council on Crime and Delinquency (NCCD)/Children's Research Center (CRC) for FY 2008/09. The contract with NCCD/CRC was a sole source procurement to utilize NCCD/CRC's Structured Decision Making (SDM) tool to assist in generating greater, future participation and success for the CalWorks Welfare-To-Work Program (WTW) and its recipients.

(Continued on Page 2)

JW:KAS

Jerry Wengerd, Director
Department of Mental Health

FINANCIAL DATA	**Current F.Y. Total Cost:**	$45,000	**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: State 100% (CalWorks)

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

C.E.O. RECOMMENDATION: APPROVE

BY: Debra Cournoyer

County Executive Office Signature

Purchasing: Mark Seiler, Assistant Director — DPSS: Susan Loew, Director

Departmental Concurrence

FORM APPROVED COUNTY COUNSEL
BY: LARISA R-MCKENNA DATE 10/19/09

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

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

Prev. Agn. Ref.: 3.43 of 12/09/08 | **District:** ALL | **Agenda Number:** 3.74

SUBJECT: Approve the First Amendment to the Agreement between the Department of Mental Health and National Council on Crime and Delinquency (NCCD) / Children's Research Center (CRC).

BACKGROUND:

In collaboration with the Department of Public Social Services (DPSS), RCDMH has a contract with NCCD/CRC to conduct research, and to determine the feasibility of a risk assessment to classify GAIN participants into low, moderate, or high likelihoods of non-participation in work requirements. This project also includes development of a Family Service Evaluation to provide Employment Services Counselors with a systematic assessment process for identifying priority needs and strengths of participants to address barriers to self-sufficiency.

As a result of a recent NCCD/CRC analysis, NCCD/CRC determined an additional employability assessment and two decision trees are necessary for RCDMH to have a comprehensive set of assessment tools.

Therefore, RCDMH is requesting the Board of Supervisors approve the agreement amendment with NCCD/CRC to increase their contract maximum by an additional $45,000 to cover the cost of the employability assessment and two decision trees.

FINANCIAL IMPACT:

In FY 08/09, RCDMH received Board approval on December 9, 2008, Agenda Item 3.43, for a three (3) year contract agreement with NCCD/CRC's for a total combined contract amount of $260,950. However, the FY 09/10 contract amount needs to be increased to $145,630 to accommodate additional services required during this fiscal year only. The contract with NCCD/CRC will be funded through CalWorks funds the RCDMH receives from DPSS through a previously established Memorandum of Understanding. No additional County funds are required.

FY 2009/2010
FIRST AMENDMENT TO THE AGREEMENT BETWEEN
COUNTY OF RIVERSIDE AND NATIONAL COUNCIL ON CRIME AND DELINQUENCY
(NCCD)/CHILDREN'S RESEARCH CENTER (CRC)

That certain Professional Services Agreement between the County of Riverside (COUNTY) and National Council on Crime and Delinquency (NCCD)/Children's Research Center (CONTRACTOR) approved by the Board of Supervisors on December 9, 2008, Agenda Item 3.43 for FY 2008/2009; renewed by the Riverside County Purchasing Agent for FY 2009/10 is hereby amended for the first time effective July 1, 2009 and shall continue to June 30, 2010, in consideration for mutual obligations:

The agreement is hereby amended as follows:

1. Section 2 of this agreement shall be amended to read as follows:
   - **PERIOD OF PERFORMANCE**

     This Agreement shall be effective upon signature of this agreement by both parties and continue in effect through June 30, 2010, with the option to renew for two (2) years, renewable in one (1) year increments by written amendment, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter.
2. Section 3.1 of this agreement shall be amended to read as follows.
   - **COMPENSATION**

     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 One Hundred Forty Five Thousand Six Hundred and Thirty Dollars ($145,630) for FY 2009/10 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 related to this Agreement.

3. Rescind the previous Exhibit A in its entirety, and replace it with the new, attached Exhibit A.

4. Rescind the previous Exhibit B in its entirety, and replace it with the new, attached Exhibit B with contract maximum obligation of $145,630 for FY 2009/2010.

All other provisions of this entire Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this amendment.

COUNTY ADDRESS:

County of Riverside
Board of Supervisors
4080 Lemon Street, 5th Floor
Riverside, CA 92501

INFORMATION COPY:

County of Riverside
Department of Mental Health
P.O Box 7549
Riverside, CA 92503-7549

CONTRACTOR: **NCCD/CRC**

Signed: Toni Aleman

Print name: Toni Aleman

Date: 10/22/09

Title: Director of Administration

Address: 426 S. Yellowstone Drive, Ste #250
Madison, WI 53719

COUNTY OF RIVERSIDE:

Jeff Stone, Chairman, Board of Supervisors

ATTEST:
Kecia Harper-Ihem, Clerk

Deputy

COUNTY COUNSEL
PAMELA J. WALLS

Approved as to Form

By: Tami A-Mick
Deputy County Counsel

Exhibit A

Riverside County
Department of Mental Health

Proposal for Developing a
Risk Assessment for Welfare-to-Work Program Participation, Implementation of a Strengths and Needs Assessment, and Technical Assistance and Training

Submitted July 18, 2008
Revised August 21, 2008

Revised and resubmitted October 1, 2009

Children's Research Center
A non-profit social research organization and division of the National Council on Crime and Delinquency
426 S. Yellowstone Drive, Suite 250, Madison, WI 53719
voice (608) 831-1180, fax (608) 831-6446

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I. INTRODUCTION

In California, CalWORKs recipients, unless exempt, are required to participate in welfare-to-work (WTW) program activities as a condition of receiving cash aid.[1] A number of clients, however, may have issues that impede successful engagement in WTW program activities, such as substance abuse, mental health concerns, or domestic violence (Danziger et al., 2002). More than half of Temporary Assistance for Needy Families (TANF) clients have multiple barriers to employment, and the likelihood of employment decreases as the number of barriers increases (Danziger et al., 2002). Johnson and Meckstroth (1998) identified that TANF agencies' use of standardized assessments and case management services, including structured needs assessments and individualized service plans with frequent client contacts, were crucial for helping clients find and maintain employment. TANF agencies have limited resources, however. These agencies will make more effective use of limited resources if they can accurately identify those clients most likely to struggle with WTW participation, then target supportive services toward these clients.

In Riverside County, California, the Riverside County Department of Mental Health (RCDMH) works collaboratively with the Riverside County Department of Public Social Services (DPSS) to identify and provide services to CalWORKs recipients to address mental health related barriers to work participation and self-sufficiency. These barriers include mental health conditions, domestic violence, substance abuse, and learning disabilities. Both RCDMH and Riverside County DPSS have identified five core system improvement goals to guide the collaborative service delivery system. System improvements include:

1. Improving early identification of mental health, substance abuse, domestic violence, and learning disability barriers to employment in the CalWORKs population by Employment Service Counselors (ESC) and Mental Health staff.

[1] http://www.dss.cahwnet.gov/CDSSWEB/PG141.htm

2. Improving the type and kind of referral made by the ESC, leading to more streamlined access to specific services, decreasing the time between identification of specific issues and access to that specific MH staff.

3. Increasing early intervention of mental health, substance abuse, domestic violence, and learning disability services.

4. Improving system communication between ESC and MH staff, leading to more comprehensive service delivery for the client.

5. Decreasing no show and dropout rates of clients by improving system communication and client follow-up by ESC and MH staff.

The proposed work is a joint research project between the RCDMH and Riverside County DPSS. This purpose of the research is to develop an assessment model that will improve early identification of CalWORKs clients at high risk of WTW participation non-compliance due to client barriers to employment; and, provide a structured assessment process to improve the development of coordinated service plans. This project will support RCDMH and Riverside County DPSS' efforts to more comprehensively identify client barriers to employment, engage clients in qualified mental health, substance abuse, domestic violence, and learning disability services, and provide earlier and more comprehensive interventions to DPSS identified clients to increase the likelihood of successful welfare-to-work program participation. Activities included in this proposal are as follows:

- Conduct research to determine the feasibility of developing an objective actuarial assessment procedure for estimating risk of non-compliance with WTW program participation among CalWORKs recipients in Riverside County, California. The initial research study will result in either a preliminary risk assessment or a data collection instrument to be implemented by workers for subsequent analysis (Year 1);

- Develop a family strengths and needs assessment to assess high and very risk WTW clients, which will help target services toward identified barriers to self-sufficiency and support successful WTW participation (Year 1);

- Design and build a web-based data collection system for completion of Structured Decision Making® (SDM) assessments (Year 1);

- Conduct training on use of the preliminary risk assessment (or data collection instrument) and the family strengths and needs assessment (Year 2);
- Conduct a process evaluation and provide general technical assistance and support during initial implementation (Year 2); and
- Conduct a prospective validation study of the preliminary risk assessment or analyze data from the data collection instrument to construct a risk assessment; and provide general technical assistance and support (Year 3 – 3.5).

This joint project has the potential for achieving the multiple system improvements into the current CalWORKs Mental Health process by improving the accurate identification of clients with client barriers to work participation and increased achievement of self-sufficiency.

II. APPROACH

A. Welfare-to-Work Risk Assessment Feasibility Study

The primary objective of this research effort would be to determine whether there are characteristics that can be observed at the time a client applies for CalWORKs that strongly relate to successful and/or unsuccessful completion of work activity requirements (e.g., orientation/job club), and whether a risk assessment to classify clients by the likelihood of program completion can be constructed based on available information. Workers could use this risk assessment to identify those clients less likely to complete program activities and increase contact with them to encourage participation. The following outlines the proposed work plan to conduct this research.

1. Advisory Group Selection

The first step in the research design process is the appointment of an advisory group. The Children's Research Center (CRC), a division of the nonprofit National Council on Crime and

Delinquency (NCCD), views a risk assessment study as a collaborative work effort in which agency staff must be closely involved. If possible, the 10-12 person group should include key district managers, unit supervisors, and field staff from RCDMH and DPSS. The advisory group will be responsible for meeting as necessary with CRC staff via conference calls to review and approve the research design, including sampling methodology and timelines; identifying policy and practice issues that may arise as a result of implementation; developing a training plan; and creating a post-implementation support plan, including quality assurance activities. Participating in the advisory group will help RCDMH and DPSS staff understand the principles of the study design and the findings of the study. One member of the advisory group should be appointed as chairperson and assume responsibilities for onsite coordination of the research effort. CRC will facilitate an initial web meeting with the committee to review the objectives of the research effort and discuss the proposed research design.

2. Research Plan

CRC staff will conduct a literature review as well as an analysis of existing Riverside County DPSS program data. The literature review will determine whether any assessments exist that estimate the likelihood of program completion, and if so, what research has been conducted on these assessments. The review will also identify known characteristics related to WTW program completion to ensure that the analysis of data is based on up-to-date knowledge of the characteristics of and issues faced by WTW clients.

3. Sampling

Approximately 2,000 approved applications for CalWORKs will be sampled, and each applicant's subsequent involvement in services and the WTW program will be observed for a

standardized period (approximately 6 to 12 months). Outcomes will depend on measures available in the data, but will focus on WTW program involvement and completion. Some applicants (such as those from ethnic groups with less representation) may be oversampled to ensure a sufficient sample size.

4. Data Collection and Analysis

To determine whether a risk assessment can be constructed that accurately classifies clients by the likelihood that they will successfully complete participation in work activities, CRC will examine the relationship between characteristics of the client and his/her situation at the time of eligibility determination and subsequent WTW program completion. *Analysis will be based on administrative data supplied by Riverside County DPSS, and is therefore limited to information that is regularly collected by workers.*

CRC staff will assemble data collected in the administrative database for each sampled client, such as past employment and schooling information, applicant demographics, household characteristics (e.g., number of children and adults in the household), arrest history, and, if information is available, the nature of identified barriers to employment. This will make it possible for CRC to conduct a comprehensive validation study of outcomes (such as program completion) in Year 3 for the sample clients. If a risk assessment that estimates the likelihood of program completion can be developed, the research will examine assessment validity for major ethnic groups as well.

The analysis will also profile the sample of clients required to participate in WTW program activities. This will be based on information available in the administrative data system and may include prior schooling and employment background, criminal history, and household composition.

CRC anticipates that this analysis will result in the development of a preliminary risk assessment that can be implemented by program staff to identify clients at high risk of non-compliance with WTW program participation requirements. However, if there is insufficient outcome data available for analysis, CRC will alternatively develop a data collection instrument based on findings from the data analysis and from the literature review. The purpose of the data collection instrument will be to enable workers to systematically observe and record information that can be referenced for a future risk assessment validation study. Once implemented electronically, workers should complete the data collection instrument for a designated sample period. The data collection instrument would include identifying information required to match administrative data so that outcomes could be determined.

5. Presentation of Findings

CRC staff will produce one report to include the following:

- A description of the final sample and research methods;
- Presentation of a preliminary risk assessment (or data collection instrument), including definitions, for use by program staff; and
- Recommended policies and procedures to guide use of the assessments.

CRC staff will meet via web meeting with the advisory group and program administrators for a presentation of the study findings. During this session, CRC staff will make recommendations related to next steps for consideration by the agency. For example, CRC may suggest steps that need to be taken to enable future validations, collecting additional factors to be evaluated in future studies, and/or identifying what is necessary to prepare staff for use of the risk assessment.

Cost: $58,000
This estimate assumes all communication will occur via conference call or web meeting. If RCDMH and DPSS would like to add an onsite meeting at project end to discuss the findings and possible next steps, the additional cost is estimated at $4,700.

Timeframe: January – September 2009

B. Development of a Family Strengths and Needs Assessment

Once clients are identified as being at high or very high risk of non-compliance with WTW program participation requirements, RCDMH and DPSS wishes to have a systematic approach to assessing this population's needs in an effort to target services toward identified barriers to self-sufficiency and support successful WTW participation. CRC staff will work with the advisory group to review the adoption of the existing SDM® family strengths and needs assessment currently being implemented by CalWORKs intake workers in San Luis Obispo and Orange counties to assess family needs and develop service plans. This assessment is a modification of the SDM family strengths and needs assessment used by child protection workers in California. The assessment provides a structured and systematic process for workers to follow when assessing and prioritizing family needs, which can then be integrated into the client's service plan to address barriers to self-sufficiency and support WTW program participation. As part of the proposed work, CRC will facilitate a web-based workgroup meeting to review the assessment for any necessary adaptations and to develop policies and procedures for its use. CRC will also work with Riverside County staff to conduct reliability testing on the assessment.

Cost: $12,500
Cost assumes minor modifications to the existing assessment and definitions.

Timeframe: February - June 2009

C. Web-based Data Collection System for Completion of SDM® Assessments

CRC maintains a web-based data collection system (DCS) that is used to support research, caseload, and other data-intensive activities. CRC will modify this existing system to include the preliminary risk assessment (or data collection instrument) and the family strengths and needs assessment as defined by the finalized policies and procedures manual.

The CRC DCS provides a secure, web-based environment for users to complete, edit, print, and manage assessments. Assessments hosted within the DCS are interactive, self-scoring, and self-validating.

Features of the DCS are as follows:

- Users may save incomplete forms and complete them during a later session. Incomplete items are highlighted when the user saves the assessment.
- Users may locate completed assessments by client name and ID number.
- Users may view a list of incomplete and recently completed assessments.
- Counties may opt into an available export system that provides regular exports of all assessment data. The data will be exported and posted to CRC's secure FTP site on a weekly basis.

Because it is a generic system that was not custom-built for any one purpose or client, the DCS does have some limitations. These include the following:

- The DCS is independent from any other data collection or case management system. This means that there is not and cannot be a system for populating data into the assessments from other systems. All identifiers must be entered by the user.
- All users within a county may see, edit, and delete any assessment completed within that county. There are no facilities to limit access to assessments or otherwise make them "read-only."
- There is no system for supervisor approval.

The assessments that will be included in the Riverside County Welfare-to-Work program system are the following:

- Welfare-to-Work program participation preliminary risk assessment (or data collection instrument); and
- SDM family strengths and needs assessment (SDM TANF version).

Cost: $22,000
Cost includes DCS maintenance and support from March–June 2009 (see description under item six below for services provided under DCS maintenance and support).

Timeframe: September 2009–January 2010

D. Training on Use of the Preliminary Risk Assessment (or Data Collection Instrument) and the Family Strengths and Needs Assessment

CRC staff will conduct eight one-day training sessions on the SDM WTW model for up to 30 staff per session. These sessions will be scheduled to occur over the course of two selected weeks (four sessions per week). CRC will provide RCDMH and DPSS with all developed curriculum and training materials for future use and integration into new worker training. RCDMH/DPSS will be responsible for duplication of all training materials for training participants, securing a training facility, and provision of audio/visual equipment.

Cost: $32,500
Cost includes curriculum development, eight days onsite work for two CRC staff, plus travel time and expenses.

Timeframe: February - April 2010

E. Process Evaluation and General Technical Assistance and Support During Initial Implementation

1. Process Evaluation

Approximately four months post-implementation, CRC staff will conduct a process evaluation to assess the extent to which SDM assessments are being implemented according to design, and to ascertain worker feedback about implementation and practice. Specific recommendations for whether to continue and/or expand the SDM system and specific modifications will be provided. Methods may include use of data, staff surveys, focus groups, and observations. The process evaluation report will be completed no later than 60 days after all focus groups, surveys, and observations are concluded. The final report will be presented to the advisory group via web meeting and will include discussion of recommendations to improve and strengthen implementation. General areas to be covered by the process evaluation include the following:

- **Staff surveys**. CRC will develop survey instruments for RCDMH and DPSS staff. CRC will conduct the survey, enter data, analyze data, and incorporate results into a process evaluation report.

- **Focus groups**. CRC will develop a protocol and conduct three half-day focus groups. The first two focus groups will be conducted with DPSS staff and will address each of the two assessments being implemented. The third focus group will be conducted with RCDMH staff. Each focus group will discuss the extent to which the assessments support and facilitate collaboration between RCDMH and DPSS and effectiveness at identifying high risk clients. Sessions may include onsite observation and/or interactive discussion with selected staff. The focus groups will elicit staff feedback, observations, insights, questions, concerns, and suggestions. CRC will analyze focus group results and incorporate into a process evaluation report.

- **Case review**. CRC staff will complete a qualitative review of completed SDM assessments for a random sample of cases to inform the quality of implementation and identification of implementation issues. Results of the case review will be incorporated into the process evaluation report.

Cost: $36,000
Timeframe: August - December 2010

2. General Technical Assistance and Support

CRC staff will provide ongoing offsite technical assistance and support during the first year of implementation while data are being collected from completed assessments (or the data collection instrument). This includes bi-monthly conference calls and/or web meetings with the advisory group to monitor implementation of assessments, and to address policy and procedures and ongoing training issues.

Cost: $16,500
Timeframe: May 2010–June 2012

F. Maintenance and Support for the Web-based Data Collection System

Services rendered will include the following:

- Co-location costs: Network connectivity, hardware, security, data backups, vendor licenses, system administration, and database administration costs.
- Help desk: Telephone and email support from CRC help desk personnel. The help desk is available during normal CRC hours (9 a.m. to 5 p.m. central) and all requests will be acknowledged within two working days.
- Bug fixes: This is a change that corrects application functionality such that it behaves in accordance with the system design specifications:
  - » Severity 1 bugs: Defined as bugs that have a potential loss of data or prevent the successful completion of an assessment. CRC will make every attempt to correct these problems within one to five working days.
  - » Lesser severity bugs: Will be handled on a quarterly basis. See below.
- Quarterly maintenance updates: Every third month from the effective date of the service contract, CRC will have the opportunity to deploy an updated version of an application. This includes ongoing maintenance and improvements to the DCS framework as well as minor language changes, typographical errors, and lesser severity bugs.
- Enhancements: Functionality outside the scope of an agreed-upon system design specification will not be covered by this maintenance agreement. Requests for enhancements should be submitted to the project/program manager for consideration.

- Data extracts: A complete export of all collected data will be provided on a weekly basis. Any changes in the format of the exported data (i.e., changes that would change the import and/or analysis process) will be accompanied by a revised data dictionary.

Cost: January – June 2010 = $8,190
July 2010 – June 2011 = $16,380
July 2011 – June 2012 = $16,380

G. Prospective Validation Study of the Preliminary Risk Assessment or Analysis of Data From the Data Collection Instrument to Construct a Risk Assessment

The first step of the risk assessment validation study is to sample clients assessed using the preliminary risk assessment (or data collection instrument) and obtain information on the sampled clients as well as each client's WTW participation outcomes. For example, the study may sample families initially assessed during May through October 2010, and observe outcomes for each client during a standardized 9- to 12-month period.

CRC's general approach is to identify a sample event (initial assessment) for a case and then secure complete case data describing prior and subsequent WTW participation events. This research will reference Riverside County's administrative data. The sample criteria will be decided on in conjunction with the advisory group. A rough sample size estimate is 2,000 cases, but we may wish to oversample some families (such as rural families or families from specific ethnic groups). This will make it possible for CRC to conduct a comprehensive validation study of case outcomes (including, at minimum, WTW program participation rates, achievement of self-sufficiency, etc.) for the sampled clients.

A final report will include a review of study methods and classification findings for the current risk assessment. Study findings and suggested modifications to the current risk assessment policies and procedures will be reviewed with the advisory group via web meeting.

Cost: $53,500
Timeframe: May 2010 – June 2012

H. Additional Tool Development and Automation (Amendment for FY 09-10)

During the course of project work that occurred during FY 08-09, Riverside County DMH and DPSS requested that CRC work collaboratively to develop, design, and automate three additional tools: 1) employability assessment, 2) activity assignment matrix, and 3) decision tree/tool to guide ESC decisions about sanctioning and determination of good cause. Based on preliminary data analysis, CRC will provide the following additional services in FY 09-10.

1. Development of an employability assessment and decision trees

a. CRC will work with DPSS and DMH to construct a preliminary employability assessment that contains actuarial items. The employability assessment will be integrated with the preliminary participation assessment. CRC will facilitate development and design of the integrated assessments (participation and employability) via remote, web-based meetings. The total cost for this deliverable will be $17,000. Decision tree development for activity assignment, and good cause/sanctioning will be integrated into these workgroup meetings.

Cost: $17,000

b. Automation of the employability assessment as an integrated index within the participation assessment into the web-based application.

Cost: $6,000

c. Automation of 1) an activity assignment matrix that is integrated within the participation/employability screening assessment, and 2) a tool/decision tree to guide workers in the sanctioning/good cause determination decision. This will require a timeline of approximately three months from the finalization of the activity assignment matrix and sanctioning/good cause decision tree.

Cost: $12,000

Cost: $35,000
Timeframe: September 2009 – April 2010

III. TIMELINE

Work on this project will begin upon receipt of the contract and covers a three-and-one-half year period. This proposal assumes a contract start date of January 1, 2009. Some aspects of the suggested schedule are dependent upon county activities. For example, data analysis cannot begin until receipt of a data extract from DPSS. In such cases, a delay in the beginning of the project may alter the remaining schedule. While aspects of the schedule may be adjusted as work on the project begins, the following timeline summarizes the main tasks of the projects and anticipated time frames for completion.

Task/Activity	Month	Staff
Risk Assessment Feasibility Research Study		
• Conduct literature review	Jan. 2009	CRC
• Send data extract	Jan. 2009	DPSS
• Prepare and finalize a study design	Feb. – Apr. 2009	RCDMH/DPSS/CRC
• Conduct data analysis	May – Jun. 2009	CRC
• Draft preliminary risk assessment (or data collection instrument)	Jun. 2009	CRC
• Review and preliminary feedback	Jul. 2009	RCDMH/DPSS
• Finalize preliminary risk assessment (or data collection instrument)	Aug. 2009	CRC
• Present findings and deliver research report to advisory group	Sept. 2009	RCDMH/DPSS/CRC
Additional tool development		
• Development of an employability assessment	Sept 2009	RCDMH/DPSS/CRC
• Development of activity matrix	Oct 2009	RCDMH/DPSS/CRC
• Integration of participation/employability assessments and activity assignment matrix into one single-stream assessment	October 2009	CRC
• Development of sanctioning/good cause decision tree/tool	Dec 2009	RCDMH/DPSS/CRC
Family Strengths and Needs Assessment (FSNA) Development		
• FSNA development	Feb. – Mar. 2009	RCDMH/DPSS/CRC
• Conduct FSNA inter-rater reliability testing	Apr. 2009	DPSS/CRC
• Finalize FSNA	May – Jun. 2009	CRC

Task/Activity	Month	Staff
Web-based Data Collection System (DCS)		
• Develop assessment specifications for the web-based DCS for integrated participation/employment assessment with activity assignment matrix recommendations and the FSNA (FSE)	Sept.-Oct 2009	CRC
• Programming for integrated participation/employment assessment with activity assignment matrix recommendations and the FSNA (FSE)	Oct. – Nov. 2009	CRC
• Testing for integrated participation/employment assessment with activity assignment matrix recommendations and the FSNA (FSE)	Dec. 2009	RCDMH/DPSS/CRC
• Develop assessment specifications for the web-based DCS for the sanctioning/good cause decision tree/tool	Dec. 2009	CRC
• Finalization (release) of for integrated participation/employment assessment with activity assignment matrix recommendations and the FSNA (FSE)	Jan. 2010	CRC
• Programming for the sanctioning/good cause decision tree/tool	Jan. – Feb. 2010	CRC
• Testing for the sanctioning/good cause decision tree/tool	March 2010	CRC
• Finalization (release) of the sanctioning/good cause decision tree/tool	April 2010	CRC
Training		
• Curriculum development	Feb. – Mar. 2010	CRC
• Delivery of onsite training	Apr. 2010	RCDMH/DPSS/CRC
Implementation of assessments (data collection period)	May. – Oct. 2010	DPSS
Bi-monthly web meetings/TA with advisory group	May. 2010– Jun. 2012	RCDMH/DPSS/CRC
Web-based DCS Maintenance (Year 2)	Jan. 2010–Dec. 2010	CRC
Process Evaluation		
• Onsite process evaluation activities (focus groups, case review)	Aug. 2010	RCDMH/DPSS/CRC
• Worker web survey	Sept. 2010	RCDMH/DPSS/CRC
• Compile data and draft report	Oct. 2010	CRC
• Review and preliminary feedback	Nov. 2010	RCDMH/DPSS
• Present and deliver final report	Dec. 2010	RCDMH/DPSS/CRC
Web-based DCS Maintenance (Year 3)	Jan. 2011–Dec. 2011	CRC
Prospective Validation Study		

Task/Activity	Month	Staff
• Observation of case outcomes	May 2010–Oct. 2011	CRC
• Send data extract	Aug. 2011	DPSS
• Preliminary examination of nine-month outcomes	Aug . 2011	CRC
• Send data extract	Nov. 2011	DPSS
• Examination of 12-month outcomes	Nov. – Dec. 2011	CRC
• Conduct analysis	Jan. – Feb. 2012	CRC
• Write preliminary report	Mar. 2012	CRC
• Review and preliminary feedback	Apr. 2012	RCDMH/DPSS
• Finalize report	May. 2012	CRC
• Present findings and discuss next steps	Jun. 2012	RCDMH/DPSS/CRC
Web-based DCS Maintenance (Year 4)	Jan. 2012–Jun. 2012	CRC

IV. CAPABILITY STATEMENT

CRC was established to help federal, state, and local child welfare agencies reduce child abuse and neglect by developing case management systems and conducting research that improves service delivery to children and families. CRC is a division of NCCD, which was established in 1907 to perform a similar role for private and public agencies serving delinquent children. NCCD, which employs more than 50 staff at offices in Oakland, California, and Madison, Wisconsin, is one of the oldest nonprofit research and advocacy agencies in the United States. Agency policy is established by a Board of Directors consisting of national leaders from government, business, and academia. Juan Sanchez is the chairman. Barry Krisberg serves as president, and Christopher Baird is the executive vice president. CRC is located in Madison, Wisconsin, and Raelene Freitag is the director. The agency's mission statement, approved by the Board of Directors, reads as follows:

> The National Council on Crime and Delinquency conducts research and initiates programs and policies to reduce crime and delinquency and improve the lives of children and their families. The Council encourages citizen involvement in effective, humane, fair, and economically sound solutions to criminal justice and child welfare problems.

In recent years, CRC has collaborated with a number of state and county agencies to develop, implement, and maintain SDM case management procedures and service delivery policies or practices that reduce child maltreatment and improve child welfare case outcomes. The SDM system employs structured client assessments designed to maximize the impact of available service interventions and enable agencies to more effectively deploy resources. CRC has also engaged in collaborative research and development partnerships with several state and county child welfare agencies. This work includes the construction and revalidation of risk assessment instruments for several states, the development of case monitoring procedures, and

the evaluation of child welfare service delivery. Each of these efforts relied heavily on maximizing the use of existing information systems to help agencies more effectively manage their service delivery operations. NCCD/CRC has developed similar case management systems and risk assessment processes for juvenile justice, adult corrections and TANF agencies.

In addition, NCCD/CRC has conducted major research studies for the national Office on Child Abuse and Neglect, the Annie E. Casey Foundation, and the Children's Rights, Inc. legal services agency (formerly the child welfare section of the American Civil Liberties Union). Recently completed and ongoing projects in child welfare services are described briefly in appendix A.

NCCD/CRC is committed to helping states and counties develop child protective services risk assessment tools and related policies and practice that improve outcomes for clients. Since launching its first project in child welfare (Alaska in 1986), NCCD/CRC has maintained a strong focus on improving the scope and effectiveness of its SDM case management model, which employs actuarial risk assessment as a central component. Evidence of jurisdictions' satisfaction with NCCD/CRC's work can be found in the long-term partnerships the agency maintains with its clients and in follow-up requests for new, expanded, or updated case management components.

NCCD/CRC conducted risk assessment research as part of its effort to develop case management systems in a number of child welfare jurisdictions including New Mexico, Oklahoma, Colorado, California, Minnesota, Michigan, Rhode Island, New York, and Wisconsin. NCCD/CRC has also conducted risk assessment research for juvenile justice agencies including Michigan, the Missouri Juvenile Court Administrator, Maryland, New Mexico, and Arizona. In addition, NCCD/CRC has recently completed a study to develop an actuarial risk assessment for foster care providers in New Mexico.

V. STAFFING

The following agency personnel will act as principal staff for this project.

Dennis Wagner, Ph.D., Director of Research for NCCD/CRC, will provide technical assistance and oversight of research and data analysis. He recently completed the development of workload management systems for child welfare service agencies in Georgia and Oklahoma and the construction of research-based risk assessment systems for CPS agencies in New Mexico, California, Rhode Island, Michigan, and South Australia.

Dr. Wagner has also conducted several case planning and evaluation studies for child welfare and juvenile corrections agencies. These include a study to develop new foster care case management procedures for Michigan, impact evaluations of the use of actuarial risk assessment and focused service intervention on protective service outcomes in Michigan and Wisconsin, and a four-state study of CPS risk assessment approaches, funded by the Office on Child Abuse and Neglect (formerly the National Center on Child Abuse and Neglect).

Before joining NCCD/CRC in 1989, Dr. Wagner was the evaluation officer for community programs at the Wisconsin Department of Health and Social Services for eight years. In this capacity, he was responsible for assessing the impact of the state's child welfare, social service, and correctional programs. Prior to 1980, he was a Ph.D. student and graduate fellow at the University of Wisconsin's Center for Evaluation Research and Training. During his tenure at the Center, he conducted studies of Wisconsin's foster care and adoption services, served as a research analyst for the child abuse reporting project, and taught research methods. Dr. Wagner has a B.A. and an M.S.W. degree from the University of Iowa and a Ph.D. in Social Welfare from the University of Wisconsin–Madison.

Kristen Johnson, Senior Researcher with NCCD/CRC, has extensive experience with completing initial risk assessment studies and revalidation studies, SDM training, workload

training, data analysis, project management, data collection, and technical support. Since joining NCCD/CRC in 1996, Ms. Johnson has worked on a variety of CPS and juvenile justice projects and studies, including risk assessment research for the New Mexico Children, Youth and Families Department; California's Department of Social Services; South Australia's Child Protective Services; Colorado's Department of Human Services; Maryland's Department of Juvenile Justice; and Missouri's Office of State Court's Administrator Juvenile Offender Program. She recently completed work on an evaluation of the State of Michigan's foster care services and research for the development of New Mexico's foster care provider risk assessment.

Katherine Park is assistant director of the Children's Research Center (CRC), a division of NCCD. She has worked with state and local child welfare jurisdictions on the development and training of SDM case management systems in CPS. Katherine has helped develop and implement SDM assessments in New Hampshire; Missouri; Vermont; New Jersey; and Queensland, Australia. She has also provided SDM technical assistance to jurisdictions in California, Minnesota, and Michigan. Katherine comes to CRC with field and administrative experience in both public and private social service settings in the state of Georgia. Her field experience in social service spans the continuum from CPS investigation and ongoing case management to supervision of both child and adult protective services at the county level. Additionally, she worked at the State of Georgia Division of Family and Children Services as a CPS policy consultant, managing the state's family preservation budget and programs and providing training and technical assistance to county CPS staff throughout the state. Within the private sector, Katherine was the administrative director of Pathways Transition Programs, Inc. in Atlanta, GA, specializing in developing and providing model programs for abused, neglected, and delinquent youth and their families.

VI. BUDGET

A. Budget

This budget reflects accurate estimates for services to be delivered over a 3.5 year contract period covering fiscal years 2008–2009, 2009–2010, 2010–2011, and 2011-2012 assuming a start date no later than January 1, 2008. The total cost for all 3.5 years is $306,950. See Exhibit B for Payment Schedule.

Task/Activity	% of deliverable	Payment Schedule
Fiscal Year 2008–2009		
Risk Assessment Feasibility Research Study		
1. Conduct literature review and prepare and finalize a study design (includes web meeting with advisory group)	15%	20% due upon contract signing; balance invoiced upon completion of the advisory group meeting.
2. Data analysis and report production a. Cleaning of collected data b. Analysis of collected data and any available electronic data c. Written preliminary report	35%	20% due upon contract signing
3. Finalize preliminary risk assessment (or data collection instrument), present findings, and deliver research report to advisory group	50%	20% due upon contract signing
B. Family Strengths and Needs Assessment (FSNA) Development		
1. Conduct FSNA development meeting	15%	20% due upon contract signing; balance invoiced upon completion of the advisory group meeting.
2. Conduct FSNA inter-rater reliability testing	35%	20% due upon contract signing
3. Finalize FSNA	50%	20% due upon contract signing
Fiscal Year 2009–2010		
Additional Tool Development		
1a. Develop an employability assessment and integrate with the participation screening/risk assessment; develop an activity assignment matrix and integrate into the employability/participation screening tool	80%	20% due upon contract amendment signing; balance invoiced upon finalization of the tools (estimated October 2009)
1b. Develop a sanctioning/good cause determination decision tree/tool.	20%	20% due upon contract amendment signing; balance invoiced upon finalization of the tools (estimated December 2009)

Web-based Data Collection System (DCS)		
1a. Developing assessment specifications, programming, and testing for the web-based DCS for integrated participation/employment assessment with activity assignment matrix recommendations and the FSNA (FSE). Finalization (release) of the integrated participation/employability assessment with activity assignment matrix and FSNA (FSE).	70%	20% due upon contract signing; balance invoiced upon delivery of the application test site (estimated January 2010)
1b. Developing assessment specifications, programming, and testing for the web-based DCS for the sanctioning/good cause decision tree/tool. Finalization (release) of the sanctioning/good cause decision tree/tool.	30%	20% due upon contract signing; balance invoiced upon delivery of the live application site (estimated April 2010)
Training		
1. Curriculum development	50%	20% due upon contract signing; balance invoiced upon completion of training curriculum (estimated March 2010)
2. Delivery of onsite training	50%	20% due upon contract signing; balance invoiced upon delivery of onsite training (estimated April 2010)
DCS maintenance		
Maintenance and support (January – June 2010)	100%	20% invoiced January 2010; balance invoiced June 30, 2010
Fiscal Year 2010–2011		
Process Evaluation		
1. Onsite process evaluation activities (focus groups, case review)	30%	20% invoiced July 2010; balance invoiced upon completion of onsite activities (estimated Aug 2010)
2. Worker web survey	15%	20% invoiced July 2010; balance invoiced upon completion of web survey (estimated September 2010).
3. Compile data and draft report	30%	20% invoiced July 2010; balance invoiced upon completion delivery of preliminary report (estimated October 2010).
4. Present and deliver final report	25%	20% invoiced July 2010; balance invoiced upon delivery of final report (estimated December 2010)
DCS maintenance		
Maintenance and support (Jul. 2010 – June 2011)	100%	20% invoiced July 2010; 50% of balance invoiced December 2010; balance invoiced June 2011

Fiscal Year 2011–2012		
Prospective Validation Study		
1. Observation of case outcomes and preliminary examination of nine-month outcomes	25%	20% invoiced July 2011; balance invoiced upon completion of preliminary analysis (estimated August 2011).
2. Conduct analysis	25%	20% invoiced July 2011; balance invoiced upon completion of final analysis (estimated February 2012)
3. Write preliminary report	25%	20% invoiced July 2010; balance invoiced upon delivery of preliminary report (estimated March 2012)
4. Finalize report and present findings	25%	20% invoiced July 2010; balance invoiced upon delivery of final report (estimated June 2012)
DCS maintenance		
1. Maintenance and support (Jul. 2011 – Jun. 2012	100%	20% invoiced July 2011; 50% of balance invoiced December 2011; balance invoiced June 2012

B. Budget Narrative

Costs include travel associated with onsite deliverables as follows: one trip for two people from Wisconsin to California to conduct training.

This budget covers all costs associated with the design, sample identification, data review, analysis, report writing, and presentation to DPSS staff. Personnel costs are based on actual salaries plus fringe benefits based on the time projected for each staff member. This budget includes costs associated with materials needed for the study's design, sampling, analysis, and presentation of results. It also includes office occupancy, and expenses associated with the agency's executive management and administrative functions, which are required for the agency to operate as a tax-exempt nonprofit corporation. NCCD is a 501(c)(3) tax-exempt nonprofit corporation. The agency's federal tax identification number is 13-1624111.

Appendix A

Professional References

Development of a Case Management System and Risk Assessment Study Design for New Hampshire's Bureau of Elderly and Adult Services (2007–present)

Currently, NCCD/CRC staff is working with New Hampshire's Bureau of Elderly and Adult Services to develop SDM assessments for workers investigating allegations of adult maltreatment. The case management system includes development of a screen-in and response priority assessment, a safety assessment to be completed after the first face-to-face contact with an alleged victim, and a needs and strengths assessment to help determine priorities for services. A field test of the assessments will be conducted. The project also includes a review of the literature and current practices regarding risk assessment in adult protective services, and design of a future risk assessment study, including design of a data collection instrument to enable workers to systematically record information about future adult protection investigations.

Contact: Sally Varney, Quality Improvement Grant Project Manager, (603) 271-3264
New Hampshire Bureau of Elderly and Adult Services
129 Pleasant St., Concord, New Hampshire 03301-3857

California Department of Social Services Risk Assessment Research and Case Management System Development (1998–present)

The California Department of Social Services has contracted with NCCD/CRC since 1998 to design and implement a comprehensive child protection structured decision making system in more than 15 counties, including Alameda, Fresno, Los Angeles, Humboldt, Lassen, Orange, Merced, Monterey, Sacramento, Kern, San Luis Obispo, Santa Cruz, Sutter, Trinity, Riverside, and Santa Clara. During the first year of the project, workgroups developed a new case management system including response priority decision trees, a research-based risk assessment instrument, a family needs assessment, and other tools to guide decisions made in the protective service or foster care system. Other case management components include workload accounting and a management information system to assist agencies in monitoring service delivery performance. All counties receive regular management reports and are implementing a supervisory case reading model to improve the quality of SDM implementation. California completed a preliminary risk research study in 1998–99. NCCD/CRC staff revalidated the California risk assessment tool based on data collected by SDM counties since 1999. This risk validation study and report was finalized in 2003.

Contact: Barbara Eaton, Chief, (916) 323-0537
California Department of Social Services, Children's Services Operations Bureau
State of California, Financial Planning Branch
744 P Street, MS 19-90, Sacramento, California 95814

Michigan Family Independence Agency's Child Protective Services: Risk Assessment Research and Five-Tier Protective Service Initiative Project (1999–present)

NCCD/CRC was contracted by Michigan's Family Independence Agency to provide technical assistance and evaluation for a new protective service initiative mandated by the state legislature. The five-tier initiative employed risk assessment procedures to divert families who were not substantiated for abuse or neglect to preventive intervention services provided by private agencies. CRC staff assisted in developing case management and assessment procedures necessary to implement this initiative and conducted an evaluation of the program's impact. In

2004, NCCD/CRC conducted a validation of Michigan's child protective services risk assessment to ensure that the assessment accurately classified all families by their risk of future child maltreatment.

Contact: Ted Forrest, Child Protective Services Program Manager, (517) 335-6199
Michigan Family Independence Agency
235 South Grand Avenue, Suite 510, Lansing, Michigan 48909

Michigan Family Independence Agency's Department of Foster Care Services: Development of an SDM® System for Foster Care Case Management (1996–2002)

The Department of Social Services (now called the Family Independence Agency) contracted with NCCD/CRC to assist in redesigning the agency's foster care case management systems. NCCD/CRC staff assisted the agency in the design of standardized procedures to assess the service needs of families with children in foster care; development of structured case service plans and decision-making protocols for returning children home; establishment of case service and workload standards; and the design of a new computerized system for monitoring foster care case outcomes and service activity.

The case management system was implemented in several demonstration counties in 1997. To support implementation of the demonstration project, NCCD/CRC provided training to foster care workers and maintained a computerized management information system to produce quarterly reports describing case activity including service needs profiles, service referral activity, and case outcomes.

Contact: Mary Chaliman, Foster Care Program Manager, (517) 335-4652
Michigan Family Independence Agency
235 South Grand Avenue, Suite 510, Lansing, Michigan 48909

Michigan Family Independence Agency's Impact Evaluation of SDM® in Foster Care (2000–2002)

NCCD/CRC was contracted by Michigan's Family Independence Agency to assess the impact of SDM implementation in foster care. The evaluation was a quasi-experimental design that assessed the pre- and post-implementation performance for pilot and comparison foster care offices. The key outcomes were observed for 15 months following case opening and included whether or not and what type of permanency was achieved for children, as well as the rate at which children who were returned home reentered foster care within 15 months.

Contact: Mary Chaliman, Foster Care Program Manager, (517) 335-4652
Michigan Family Independence Agency
235 South Grand Avenue, Suite 510, Lansing, Michigan 48909

State of New Mexico Children, Youth and Families Department: Risk Assessment Research and Child Protective Services Case Management Implementation (1996–1999; 2002–2004)

NCCD/CRC assisted the New Mexico Children, Youth and Families Department in the development and implementation of a new CPS caseload management system. Components of

the system include standardized case decision-making protocols based on client risk and needs assessments, case-opening procedures on risk and family needs, case service monitoring, and a computerized case-tracking system. A risk assessment study was conducted of 1,400 sample cases to develop classification protocols for assessing the potential of continued abuse/neglect among New Mexico families. In addition, NCCD/CRC staff trained agency protective service workers in the use of the case management procedures and conducted a process evaluation of the implementation process for monitoring service delivery.

Most recently, NCCD/CRC staff produced management reports for the Department to monitor the use of SDM assessments in practice. NCCD/CRC staff gave technical assistance, targeting areas of practice for follow up, and also re-validated New Mexico's CPS risk assessment.

Contact: Donda Wallace-Pool, SDM Coordinator, (505) 827-6984
New Mexico Children, Youth & Families
300 San Mateo Northeast, Suite 700, Albuquerque, NM 87108

State of New Mexico Children, Youth, and Families Department: Risk Research and Assessment Development for Foster Care Providers (2002–2003)

The New Mexico Children, Youth and Families Department contracted with NCCD/CRC to conduct a risk assessment study of 642 sampled foster care providers, which included new and renewing as well as relative and non-relative providers. The objective of the research was to develop classification protocols for assessing the potential of inadequate caregiving and/or child maltreatment among New Mexico foster care providers. NCCD/CRC staff worked with departmental staff to develop a risk assessment with policies and procedures to structure its use and impact on practice, while recommending that data collection be ongoing to allow for future validation efforts.

Contact: Donda Wallace-Pool, SDM Coordinator, (505) 827-6984
New Mexico Children, Youth & Families
300 San Mateo Northeast, Suite 700, Albuquerque, NM 87108

Rhode Island Department of Children, Youth, and Families: Risk Assessment and Case Management Project (1991–1994; 2003)

NCCD/CRC assisted the Rhode Island Department of Children, Youth, and Families in the development and implementation of a new system for managing CPS cases. Components of the system included standardized case decision-making protocols based on family risk and needs assessments, workload standards based on risk and family needs, and a case monitoring and evaluation system. A study was conducted in 1992 that observed 1,000 families substantiated for abuse and neglect to develop a risk assessment tool for the agency. Rhode Island contracted with CRC to subsequently validate the risk assessment in 2003 to ensure that the assessment accurately classified families by their risk of future child maltreatment.

Contact: Thomas Dwyer, Associate Director, (401) 528-3543
Rhode Island Department of Children, Youth & Families
650 Ten Rod Road, North Kingstown, Rhode Island 02852

Minnesota Department of Human Services Case Management System Development (1999–2003)

Seven metro counties with Minnesota's Department of Human Services contracted with NCCD/CRC to design, implement and provide technical assistance for a comprehensive child protection SDM system.[2] During the first year of the project, workgroups developed a new case management system, including priority response decision trees; a research-based risk assessment instrument; a family needs assessment; and other tools to guide decisions at each point in the protective service or foster care system. The project included workload accounting and a management information system to assist the county agencies in monitoring service delivery performance. In 2002, the State of Minnesota contracted with NCCD/CRC to assist with the training and implementation of SDM assessments in every county.

Contact: Dorothy Renstrom, Deputy Director, (651) 297-5303
Minnesota Department of Human Services, Family and Children's Services Division
444 Lafayette Road North, St. Paul, Minnesota 55155

Vermont Department of Social and Rehabilitation Services (2002–2003)

The Vermont Department of Social and Rehabilitation Services contracted with NCCD/CRC to design and implement a comprehensive child protection SDM system throughout the state. During the first phase of the project, several workgroups were convened to develop a comprehensive case management system, including a screen-in tool; response priority decision trees; a research-based risk assessment instrument; a family strengths and needs assessment; and other tools to guide decisions made throughout the protective service and foster care system. The design of this system included a new series of tools that assisted workers with decisions related to the placement of children in appropriate levels of care. Upon completion of the design sessions, NCCD/CRC conducted Training of Trainer sessions using a curriculum designed for training line staff and supervisors. After implementation, NCCD/CRC provided CPS staff with technical assistance and management information reports to assist with SDM implementation and monitoring service delivery performance.

Contact: Cindy Walcott, Policy and Planning Chief, (802) 241-2126
Vermont Agency of Human Services, Department of Corrections
SRS - Social Services
103 South Main Street, Waterbury, Vermont 05671

New Hampshire Division of Children, Youth and Families (2000–2003)

The New Hampshire Division of Children, Youth and Families contracted with NCCD/CRC to design and implement a comprehensive child protection SDM system throughout the state. During the first phase of the project, workgroups developed a new case management system, including a screen-in tool; several response priority decision trees; a research-based risk assessment instrument; a family strengths and needs assessment; and other tools to guide decisions made throughout the protective service and foster care system. NCCD/CRC also conducted Training of Trainer sessions. NCCD/CRC provided CPS staff with technical

[2] The pilot counties include Anoka, Carver, Dakota, Hennepin, Ramsey, Scott, and Washington.

New York State Department of Social Services: Child Protective Services Risk Assessment Study (1996–1997)

NCCD/CRC completed a joint research project with the Office of Program Evaluation in New York State, which developed a risk assessment protocol for assessing families substantiated for abuse or neglect. The study examined the characteristics and protective service outcomes of more than 1,000 families to develop an assessment tool to help agency staff prioritize families for service intervention based on the risk of future child abuse or neglect.

Contact: George Falco, Director, (518) 486-6340
New York Department of Social Services
New York Office of Temporary and Disability Assistance
40 North Pearl Street, 16th Floor, Albany, New York 12243

Oklahoma Department of Human Services: Development of Abuse/Neglect Risk Assessment Instruments (1990–1991)

NCCD/CRC completed a research project in Oklahoma that developed risk assessment protocols to help CPS workers estimate the potential for continued abuse/neglect. The study examined the characteristics and case outcomes of 1,200 Oklahoma families to develop an assessment tool that could prioritize families for service intervention based on the risk of future child abuse or neglect.

Contact: Michael Moore, DHS-DCFS-CQI, (405) 767-2553
Oklahoma County Juvenile Center
5905 North Classen Boulevard, Oklahoma City, Oklahoma 73118

Appendix B

References

D. Web-based Data Collection System (DCS)		
1a. Developing assessment specifications, programming, and testing for the web-based DCS for integrated participation/employment assessment with activity assignment matrix recommendations and the FSNA (FSE). Finalization (release) of the integrated participation/employability assessment with activity assignment matrix and FSNA (FSE).	70% ($28,000)	20% ($5,600) due upon contract signing; balance ($22,400) invoiced upon delivery of the application test site (estimated January 2010)
1b. Developing assessment specifications, programming, and testing for the web-based DCS for the sanctioning/good cause decision tree/tool. Finalization (release) of the sanctioning/good cause decision tree/tool.	30% ($12,000)	20% ($2,400) due upon contract signing; balance ($9,600) invoiced upon delivery of the live application site (estimated April 2010)
E. Training		
1. Curriculum development	50% ($16,250)	20% ($3,250) due upon contract signing; balance ($13,000) invoiced upon completion of training curriculum (estimated March 2010)
2. Delivery of onsite training	50% ($16,250)	20% ($3,250) due upon contract signing; balance ($13,000) invoiced upon delivery of onsite training (estimated April 2010)
F. DCS maintenance		
Maintenance and support (January – June 2010)	100% $8,190	20% ($1,638) invoiced January 2010; balance ($6,552) invoiced June 30, 2010
Fiscal Year 2010–2011	**Maximum $68,880**	
A. Process Evaluation		
1. Onsite process evaluation activities (focus groups, case review)	$15,750	20% invoiced July 2010; balance invoiced upon completion of onsite activities (estimated Aug 2010)
2. Worker web survey	$7,875	20% invoiced July 2010; balance invoiced upon completion of web survey (estimated September 2010).
3. Compile data and draft report	$15,750	20% invoiced July 2010; balance invoiced upon completion delivery of preliminary report (estimated October 2010).
4. Present and deliver final report	$13,125	20% invoiced July 2010; balance invoiced upon delivery of final report (estimated December 2010)
B. DCS maintenance		
1. Maintenance and support (Jul. 2010 – June 2011)	$16,380	20% invoiced July 2010; 50% of balance invoiced December 2010; balance invoiced June 2011

Fiscal Year 2011–2012	**Maximum $69,880**	
A. Prospective Validation Study		
1. Observation of case outcomes and preliminary examination of nine-month outcomes	$13,375	20% invoiced July 2011; balance invoiced upon completion of preliminary analysis (estimated August 2011).
2. Conduct analysis	$13,375	20% invoiced July 2011; balance invoiced upon completion of final analysis (estimated February 2012)
3. Write preliminary report	$13,375	20% invoiced July 2010; balance invoiced upon delivery of preliminary report (estimated March 2012)
4. Finalize report and present findings	$13,375	20% invoiced July 2010; balance invoiced upon delivery of final report (estimated June 2012)
B. DCS maintenance		
1. Maintenance and support (Jul. 2011 – Jun. 2012	$16,380	20% invoiced July 2011; 50% of balance invoiced December 2011; balance invoiced June 2012

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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, 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:** 3.75

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
Check mark one item below as Exhibit D:	
☒ Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)	26 p
☐ Exhibit - D* Special Terms and Conditions	

For scanning only!

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached her
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	390
2	8,229	41	8,599	43		
3	8,784	44	8,871	44	77,993	390
4	38,589	193	21,439	107		
5	5,023	25	0	0		
6	19,474	97	11,040	55	77,993	390
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	390
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**	**1,560**
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."

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

FROM: **DEPARTMENT OF PUBLIC SOCIAL SERVICES** **SUBMITTAL DATE:** October 27, 2009

SUBJECT: RIVERSIDE COMMUNITY COLLEGE DISTRICT – FOSTER PARENT AND KINSHIP PROVIDER TRAINING [CS-01436]

RECOMMENDED MOTION: That the Board of Supervisors ratify and:

1. Authorize the Chairman of the Board to sign the attached Agreement [CS-01436], between DPSS and Riverside Community College District, in the amount of $67,772 for the period of July 1, 2009 through June 30, 2010;

2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, to sign amendments that do not change the substantive terms of the Agreement, including amendments to the compensation provision that do not exceed annual CPI rates; and

3. Authorize the Director of DPSS to administer the Agreement with Riverside Community College District.

FORM APPROVED COUNTY COUNSEL
BY: LARISA R-MCKENNA DATE 9/24/09
Departmental Concurrence

Purchasing: Mark Seiler, Assistant Director

(CONTINUED – 2 pages in total)

Susan Loew
Susan Loew, Director

FINANCIAL DATA				
	Current F.Y. Total Cost:	$ 67,772	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: 75% Federal Funds and 25% State Funds

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION: APPROVE

BY: Debra Cournoyer

County Executive Office Signature

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

Prev. Agn. Ref.: (2/10/09, #3.17) | **District:** All | **Agenda Number:** 3.76

TO: BOARD OF SUPERVISORS **DATE:** October 27, 2009

SUBJECT: RIVERSIDE COMMUNITY COLLEGE DISTRICT – FOSTER PARENT AND KINSHIP PROVIDER TRAINING [CS-01436]

BACKGROUND:

The Riverside Community College District (RCCD) provides ongoing training for all caregivers of foster children in Riverside County. The Foster Parent and Kinship Provider Training Program assists foster parents and relative caregivers to receive the training necessary in order to meet the needs of foster children, as well as assist licensed caregivers to receive courses necessary for them to maintain licensure from the state.

RCCD provides an in-depth curriculum consisting of 500 hours of workshops on topics such as attachment issues, cultural competence, encouraging responsibility, understanding temperament, and child development. These county-wide workshops are offered in both mornings and evenings, and in English and Spanish, to accommodate the schedules of the caregivers.

In accordance with the California Department of Social Services (CDSS) manual section 23-650, paragraph 1.14, DPSS negotiated, without a competitive bid process, with RCCD to provide this necessary and appropriate training program.

DPSS is requesting that the Board approve the attached Agreement retroactively to July 1, 2009.

FINANCIAL DATA: 75% Federal Funds and 25% State Funds. The Agreement amount [$67,772] has been budgeted by DPSS for FY 09/10.

CONCUR/EXECUTE: County Purchasing

ATTACHMENTS:

1. Contract CS-01436 between DPSS and Riverside Community College District

SL:mr

Riverside County Department of Public Social Services
Contracts Administration Unit
10281 Kidd Street
Riverside, CA 92503

AGREEMENT: CS-01436

CONTRACTOR: RIVERSIDE COMMUNITY COLLEGE DISTRICT

AGREEMENT TERM: JULY 1, 2009 THROUGH JUNE 30, 2010

MAXIMUM REIMBURSABLE AMOUNT: $67,772

WHEREAS, the Department of Public Social Services hereinafter referred to as DPSS, desires to provide foster parent and kinship provider training;

WHEREAS, RIVERSIDE COMMUNITY COLLEGE DISTRICT is qualified to provide foster parent and kinship provider training;

WHEREAS, DPSS desires RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as the Contractor, to perform these services in accordance with the TERMS and CONDITIONS (T&C) attached hereto and incorporated herein by this reference. The T&C specify the responsibilities of DPSS and the Contractor;

NOW THEREFORE, DPSS and the Contractor do hereby covenant and agree that the Contractor shall provide said services in return for monetary compensation, all in accordance with the terms and conditions contained herein of this Agreement.

Authorized Signature for Riverside County:	**Authorized Signature for Contractor:**
Printed Name of Person Signing: Jeff Stone	Printed Name of Person Signing: Dr. Jan Muto
Title: Chairman, Board of Supervisors	Title: President, Riverside City College
Address: 4080 Lemon Street Riverside, CA 92501	Address: 4800 Magnolia Avenue Riverside, CA 92506
Date Signed:	Date Signed: 10/12/09

RIVERSIDE COMMUNITY COLLEGE DISTRICT

FOSTER PARENT AND KINSHIP PROVIDER TRAINING

PROFESSIONAL SERVICES AGREEMENT

FUNDED UNDER CATALOG OF FEDERAL DOMESTIC ASSISTANCE # 93.658

TERMS AND CONDITIONS

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Exhibit A – Workshop Descriptions
Exhibit B – Form 2076A & Instructions
Exhibit C – Form 2076B & Instructions
Exhibit D – Vendor Assurance of Compliance

CONTRACT TERMS AND CONDITIONS

I. ABBREVIATIONS/DEFINITIONS

A. "DPSS" refers to the County of Riverside and its Department of Public Social Services, which has administrative responsibility for this Agreement.

B. "FKCE" refers to the Foster and Kinship Care Education program, operated by Riverside Community College.

C. "RCCD" refers to Riverside Community College District.

II. DPSS RESPONSIBILITIES

DPSS will:

A. Assign DPSS staff to be the liaison between the Contractor and DPSS.

B. Monitor the performance of the Contractor in meeting the terms, conditions, and services in this Agreement. DPSS, at its sole discretion, may monitor the performance of the Contractor through any combination of the following methods: periodic on-site visits, annual inspections, evaluations, and Contractor self-monitoring.

C. Refer foster and kinship parents to the training classes.

III. CONTRACTOR RESPONSIBILITIES

RCCD will:

A. Designate personnel to be the liaison between the Contractor and DPSS.

B. Provide foster parent and kinship provider training, using the program curriculum attached hereto as **Exhibit A** and incorporated herein by this reference.

C. Arrange for trainers for each training session.

D. Offer 500 hours of continuing education workshops for foster parent and kinship providers.

E. Offer at least one six (6) hour workshop specifically for Kinship and/or Guardian caregivers. This will be either two (2), 3-hour classes meeting for two (2) consecutive weeks, or one 6 hour class, meeting once. This class will be offered in the Spring of 2010.

F. Offer at least one sixteen (16) hour specialized workshop for those foster families wishing to have Whole Family Foster Family designation (SB500). This will be offered in the Fall of 2009.

G. As specifically requested by Permanency Programs, offer one (1) 2-day Training for Trainers, resulting in certification in Teaching Parenting the Positive Discipline Way. The

training will be offered to approximately 24-27 DPSS staff members who provide Pre-Service training for foster families, as well as Foster Family Agency Adoption workers, Supervisors in Permanency Programs, substitute trainers and mentoring foster parents.

H. Produce 3,600 brochures (1,800 September 2009-January 2010 and 1,800 February 2010-June 2010). Brochures will be mailed to all current foster families, guardian families and other relative caregivers. DPSS Permanency Programs will be provided with brochures for distribution at the completion of all Pre-Service training series for new foster parents.

I. Have participants complete a training evaluation, which will be shared with all trainers and DPSS (upon request).

J. Offer, as requested on evaluation forms completed by DPSS staff who attended the Child Development trainings (January-May, 2009), additional focused training time in two (2) primary areas: attachment and discipline. The Director of the FKCE program will offer at least four (4) Staff Development training days (7-8 hours each) for DPSS staff. Two of these trainings will be *The Impact of Chronic Trauma on Attachment, Brain Development, Learning and Behavior.* The remaining two (2) trainings will be *Behavior Management with Children of Trauma.*

K. Provide a monthly report to DPSS listing all Riverside County foster parents who have attended RCCD workshops during that month. The report will identify which workshops were attended and the number of attendance hours achieved by the participant.

IV. FISCAL PROVISIONS

A. MAXIMUM AMOUNT

Total payment under this Contract shall not exceed $67,772.

B. LINE-ITEM BUDGET

DPSS will pay the Contractor for services performed under this Agreement according to the Line Item Budget below:

EXPENSE	**COST**
Office Supplies	$6,500.00
Operating Expenses and Services	$2,700.00
Program Director	$43,988.00
Program Director (benefits)	$14,584.00
TOTAL	**$67,772.00**

C. METHOD, TIME, AND SCHEDULE/CONDITION OF PAYMENTS

1. The Contractor will be paid the actual amount of each monthly invoice for payment that is accompanied by trainer verification, training participant roster, and sign-in sheets. If the required supporting documentation or actual receipts are not provided, DPSS may delay payment until the report or receipts are received by DPSS.

2. All claims must be submitted on a monthly basis no later than twenty (20) days after the end of each month in which the services were provided. All claims submitted in a timely manner and completed shall be processed within fifteen (15) working days of receipt by DPSS and forwarded to the Auditor-Controller's office for payment.

3. The Contractor shall utilize DPSS Forms 2076A [Contractor Payment Request] and 2076B [Contractor Expenditure Report], attached hereto and incorporated herein in as **Exhibit B** and **Exhibit C**, respectively.

4. The Contractor will submit estimated claims for the months of May and June to be received by DPSS no later than June 7, 2010, in order to capture that month's payment in that fiscal year. Actual claims for May and June shall be submitted no later than July 30, 2010 reimbursing DPSS for any overpayment for that month, or requesting payment of the under-billed amount. All claims related to the contract will be submitted within thirty (30) calendar days of the end of this Agreement. Any claim submitted after this will not be paid by DPSS.

D. FINANCIAL RESOURCES

The Contractor warrants that during the term of this Agreement, the Contractor shall retain sufficient financial resources necessary to perform all aspects of its obligations, as described under this Agreement. Further, the Contractor warrants that there has been no adverse material change in the Contractor, Parent, or Subsidiary business entities, resulting in negative impact to the financial condition and circumstances of the Contractor since the date of the most recent financial statements.

E. RECORDS, INSPECTIONS, AND AUDITS

1. The Contractor shall maintain auditable books, records, documents, and other evidence pertaining to costs and expenses in this Agreement. The Contractor shall maintain these records for three (3) years after final payment has been made or until all pending County, State, and Federal audits, if any, are completed, whichever is later.

2. Any authorized representative of the County of Riverside, the State of California, and the Federal government shall have access to any books, documents, papers, electronic data, and other records, which these representatives may determine to be pertinent to this Agreement, for the purpose of performing an audit, evaluation, inspection, review, assessment, or examination. These representatives are authorized to obtain excerpts, transcripts, and copies, as they deem necessary. Further, these authorized representatives shall have the right at all reasonable times to inspect or otherwise evaluate the work performed, or being performed, under this Agreement and the premises in which it is being performed.

3. This access to records includes, but is not limited to, service delivery, referral, financial, and administrative documents for three (3) years after final payment is made, or until all pending County, State, and Federal audits are completed, whichever is later.

4. Should the Contractor disagree with any audit conducted by DPSS, the Contractor shall have the right to employ a licensed, Certified Public Accountant (CPA) to prepare and file with DPSS a certified financial and compliance audit that is in compliance with generally-accepted government accounting standards of related services provided during the term of this Agreement. The Contractor shall not be reimbursed by DPSS for such an audit.

5. In the event the Contractor does not make available its books and financial records at the location where they are normally maintained, the Contractor agrees to pay all necessary and reasonable expenses, including legal fees, incurred by DPSS in conducting such an audit.

F. SUPPLANTATION

The Contractor shall not supplant any federal, state, or county funds intended for the purpose of this Agreement with any funds made available under any other Agreement. The Contractor shall not claim reimbursement from DPSS for, or apply any sums received from DPSS, with respect to the portion of its obligations, which have been paid by another source of revenue. The Contractor agrees that it will not use funds received pursuant to this Agreement, either directly or indirectly, as a contribution or compensation for purposes of obtaining state funds under any state program or county funds under any county programs without prior approval of DPSS.

G. DISALLOWANCE

In the event the Contractor receives payment for services under this Agreement which is later disallowed for nonconformance with the terms and conditions herein by DPSS, the Contractor shall promptly refund the disallowed amount to DPSS on request, or at its option, DPSS may offset the amount disallowed from any payment due to the Contractor under any contract with DPSS.

H. AVAILABILITY OF FUNDING

DPSS' obligation for payment of any Agreement is contingent upon the availability of funds from which payment can be made.

V. GENERAL PROVISIONS

A. EFFECTIVE PERIOD

This Agreement is effective July 1, 2009 through June 30, 2010.

B. CONFLICT OF INTEREST

The Contractor, Contractor's employees, and agents shall have no interest, and shall not acquire any interest, direct or indirect, which shall conflict in any manner or degree with the performance of services required under this Agreement.

C. NOTICES

All notices, claims, correspondence, reports, and/or statements authorized or required by this Agreement shall be addressed as follows:

DPSS: Department of Public Social Services
Contracts Administration Unit
Attn: Marcus A. Ridley
10281 Kidd Street, 1st Floor
Riverside, CA 92503

CONTRACTOR: Riverside Community College District
Attn: Director, Foster and Kinship Programs
4800 Magnolia Avenue
Riverside, CA 92506

All notices shall be deemed effective when they are made in writing, addressed as indicated above, and deposited in the United States mail. Any notices, correspondence, reports and/or statements authorized or required by this Agreement, addressed in any other fashion will not be acceptable, except invoices and other financial documents, which must be addressed to:

Department of Public Social Services
Fiscal/Management Reporting Unit
4060 County Circle Drive
Riverside, CA 92503

D. CONFIDENTIALITY

The Contractor shall maintain the confidentiality of all information and records and comply with all other statutory laws and regulations relating to privacy and confidentiality.

E. EMPLOYMENT PRACTICES

1. The Contractor shall not discriminate in its recruiting, hiring, promoting, demoting, or terminating practices on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex in the performance of this Agreement, and to the extent they shall apply, with the provisions of the Fair Employment and Housing Act (Gov. Code 12900 et seq.) and the Federal Civil Rights Act of 1964 (P. L. 88-352).

2. In the provision of benefits, the Contractor shall certify and comply with Public Contract Code 10295.3, to not discriminate between employees with spouses and employees with domestic partners, or discriminate between the domestic partners and spouses of those employees.

   For the purpose of this section Domestic Partner means one of two persons who has filed a declaration of domestic partnership with the Secretary of State pursuant to Division 2.5 (commencing with Section 297) of the Family Code.

F. CLIENT CIVIL RIGHTS COMPLIANCE

1. Vendor Assurance of Compliance
The Contractor shall complete the Vendor Assurance of Compliance with Riverside County Department of Public Social Services Non-Discrimination in State and Federally Assisted Programs, attached hereto as **Exhibit D** and incorporated herein by this reference. The Contractor will sign and date **Exhibit D** and return it to DPSS along with the executed Contract. The Contractor shall ensure that the administration of public assistance and social service programs are non-discriminatory. To the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance.

2. Client Complaints
The Contractor shall further establish and maintain written referral procedures under which any person, applying for or receiving services hereunder, may seek resolution from Riverside County DPSS Civil Rights Coordinator of a complaint with respect to any alleged discrimination in the provision of services by Contractor's personnel. The Contractor must distribute to social service clients that apply for and receive services, "Your Rights Under California Welfare Programs" brochure (Publication 13). For a copy of the brochure visit the State of California Department of Social Services website at: www.dss.cahwnet.gov/pdf/pub13ada.pdf.

Civil Rights Complaints should be referred to:

Civil Rights Coordinator
Riverside County Department of Public Social Services
10281 Kidd Street
Riverside, CA 92503
(951) 358-3030

3. Services, Benefits and Facilities
Contractor shall not discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of color, race, religion, national origin, sex, age, sexual preference, physical or mental handicap in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d and all other pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by State law and regulations, as all may now exist or be hereafter amended or changed.

For the purpose of this Section, discrimination means denying a participant or potential participant any service, benefit, or accommodation that would be provided to another and includes, but is not limited to, the following:

a. Denying a participant any service or benefit or availability of a facility.

b. Providing any service or benefit to a participant which is different, or is provided in a different manner, or at a different time or place from that provided to other participants on the basis of race, color, creed or national origin.

c. Restricting a participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit. Treating a participant differently from others in satisfying any admission requirement or condition, or eligibility requirement or condition, which individuals must meet in order to be provided any service or benefit.

4. Cultural Competency

Contractor shall cause to be available bilingual professional staff or qualified interpreter to ensure adequate communication between clients and staff. Any individual with limited English language capability or other communicative barriers shall have equal access to services.

For the purpose of this Section, a qualified interpreter is defined as someone who is fluent in English and in the necessary second language, can accurately speak, read and readily interpret the necessary second language and/or accurately sign and read sign language. A qualified interpreter must be able to translate in linguistically appropriate terminology necessary to convey information such as symptoms or instructions to the client in both languages.

G. HOLD HARMLESS/INDEMNIFICATION

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 whatsoever, based or asserted upon any services 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 or any other element of any kind or nature whatsoever arising from the performance of Contractor, its officers, agents, employees, subcontractors, agents or representatives from this Agreement. Contractor shall defend, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, defense and settlements or awards, 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 claim or action based upon such alleged liability.

With respect to any action or claim subject to indemnification herein by Contractor, Contractor 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 Contractor's indemnification to County as set forth herein.

Contractor's obligation hereunder shall be satisfied when Contractor has provided to County the appropriate form of dismissal relieving 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 herein from third party claims.

In the event there is conflict between this cause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the Contractor from indemnifying the County to the fullest extent allowed by law.

H. 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 coverage during the term of this Agreement.

Workers' Compensation:
If 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. **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.

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, cross liability coverage, covering claims which may arise from or out of Contractor's performance of its obligations hereunder. **Policy shall name, in the following manner, "the County of Riverside, its Agencies, Districts, and Special Districts, their respective directors, officers, Board of Supervisors, elected or appointed officials, employees, 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.

Professional Liability:
If, at any time during the duration of this Agreement and any renewal or extension thereof, the Contractor, its employees, agents or subcontractors provide professional counseling for issues of medical diagnosis, medical treatment, mental health, dispute resolution or any other services for which it is the usual and customary practice to maintain Professional Liability Insurance, the Contractor shall procure and maintain Professional Liability Insurance (Errors & Omissions), 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 Consultant's Professional Liability Insurance is written on a claims made basis 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 Consultant shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also known as Tall Coverage); or 2) Prior Dates Coverage from a new insurer with at retroactive date back to the date of, or prior to, the inception of this Agreement; or, 3) demonstrate through Certificate of Insurance that Consultant has maintained continuous coverage with the same or original insurer. Coverage provided under items: Workers' Compensation, Commercial General Liability or Professional Liability will continue for a period of five (5) years beyond the termination of this Agreement.

Vehicle Liability:
If Contractor's vehicles or mobile equipment are used in the performance of the obligations under this Agreement, 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, in the following manner, "the County of Riverside, its Agencies, Districts, Special Districts, their respective directors, officers, Board of Supervisors, elected or appointed officials, employees, agents, or representatives as Additional Insureds."**

General Insurance Provisions – All lines:

1. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than an A: VIII(A:8) unless such requirements are waived, in writing, by the 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.

2. The Contractor's insurance carrier(s) must declare self-insured retentions. If such self insured retentions exceed $500,000 per occurrence 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's unacceptable to the County, and at the election of the County's Risk Manager, Contractor's carriers shall either; 1) reduce or eliminate such self-insured retentions as respects this Agreement with the County, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, defense costs and expenses.

3. The Contractor shall cause insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and original copies of Endorsements effecting coverage as required herein; and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that 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 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. ***CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate(s) of Insurance and certified original copies of endorsements and if requested, certified original 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.***

4. It is understood and agreed to by the parties hereto and the CONTRACTOR'S insurance shall be construed as primary insurance, and the County's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

5. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or, the term of this Agreement, including any extensions thereof, exceeds five (5) years 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.

6. Contractor shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the County.

8. Contractor agrees to notify the County of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

I. LICENSES AND PERMITS

In accordance with the provisions of the Business and Professions Code concerning the licensing of Contractors, all Contractors shall be licensed, if required, in accordance with the laws of this State and any Contractor not so licensed is subject to the penalties imposed by such laws.

The Contractor warrants that it has all necessary permits, approvals, certificates, waivers, and exemptions necessary for the provision of services hereunder and required by the laws and regulations of the United States, State of California, the County of

Riverside and all other appropriate governmental agencies, and shall maintain these throughout the term of this agreement.

J. INDEPENDENT CONTRACTOR

It is understood and agreed that the Contractor is an independent contractor and that no relationship of employer-employee exists between the parties hereto. Contractor and/or Contractor's employees shall not be entitled to any benefits payable to employees of the County including, but not limited to, County Worker's Compensation benefits. County shall not be required to make any deductions for employees of Contractor from the compensation payable to Contractor under the provision of this Agreement.

As an independent contractor, Contractor hereby holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement. As part of the foregoing indemnity, the Contractor agrees to protect and defend at its own expense, including attorney's fees, the County, its officers, agents and employees in any legal action based upon any such alleged existence of an employer-employee relationship by reason of this Agreement.

K. ASSIGNMENT

The Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written consent of DPSS. Any attempt to assign or delegate any interest hereunder without said consent shall be deemed void and of no force or effect.

L. SUBCONTRACT FOR SERVICES

No agreement shall be made by the Contractor with any party to furnish any of the services herein contained without the prior written approval of DPSS. This provision shall not require the approval of agreements of employment between the Contractor and personnel assigned for services there under.

M. PERSONNEL DISCLOSURE

Upon request by DPSS, the Contractor agrees to make available to DPSS a current list of personnel that are providing services under this Agreement who have contact with children or adult clients. The list shall include:

1. All staff who work full or part-time positions by title, including volunteer positions; and

2. A brief description of the functions of each position and hours each position worked; and

3. The professional degree, if applicable and experience required for each position.

4. Background check clearance

No employee will work under this contract who has been convicted of any crimes involving sex, drugs or violence, or who is known to have a substantiated report of child abuse, as defined in Penal Code Section 11165.12.

N. CHILD ABUSE REPORTING

If Contractor is a mandated reporter under Penal Code Sections 11165-11174.3, the Contractor shall establish a procedure acceptable to DPSS to ensure that all employees, volunteers, consultants, subcontractors or agents performing services under this Agreement report child abuse on neglect to a child protective agency as defined in the Penal Code.

O. REPORTING

The Contractor shall supply a copy of the monthly workshop attendance reports to DPSS Program Development Unit, Attn: LaSheen Tyacke no later than the 15th of the month following the month workshops were held.

In addition, a copy should be e-mailed to the Contracts Administration Unit at the following address: contractreporting@riversidedpss.org

P. DEBARMENT AND SUSPENSION

As a sub-grantee of federal funds under this Agreement, the Contractor certifies that it, and its principals:

Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency.

Have not within a 3-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for the commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction; violation of Federal or State anti-trust status or commission of embezzlement, theft forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

Are not presently indicated or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and

Have not within a 3-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.

Q. COMPLIANCE WITH RULES, REGULATIONS, REQUIREMENTS, AND DIRECTIVES

The Contractor shall comply with all rules, regulations, requirements, and directives of the California Department of Social Services, other applicable state agencies, and funding sources which impose duties and regulations upon DPSS, which are equally

applicable and made binding upon the Contractor as though made with the Contractor directly.

R. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

The Contractor in this Agreement is subject to all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996, and the laws and regulations promulgated subsequent thereto. The Contractor hereto agrees to cooperate in accordance with the terms and intent of this Agreement for implementation of relevant law(s) and/or regulation(s) promulgated under this Law. The Contractor further agrees that it shall be in compliance, and shall remain in compliance with the requirements of HIPAA, and the laws and regulations promulgated subsequent hereto, as may be amended from time to time.

All social service privacy complaints should be referred to:

Department of Public Social Services
HR/Administrative Compliance Services Unit
10281 Kidd Street
Riverside, CA 92503
(951) 358-3030

S. DISPUTES

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement, which is not disposed by Agreement, shall be disposed by DPSS which shall furnish the decision in writing. The decision of DPSS shall be final and conclusive until determined by a court of competent jurisdiction to have been fraudulent or capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. The Contractor shall proceed diligently with the performance of the agreement pending DPSS' decision.

T. SANCTIONS

Failure by the contractor to comply with any of the provisions covenants, requirements, or conditions of this Agreement including, but not limited to, reporting and evaluation requirements, shall be a material breach of this Agreement. In such event, DPSS may immediately terminate this Agreement and may take other remedies available by law, or otherwise specified in this Agreement. DPSS may also:

Afford the Contractor a time period within which to cure the breach, the period of which shall be established at the sole discretion of DPSS; and/or

Discontinue reimbursement to the Contractor for, and during the period in which the Contractor is in breach, the reimbursement of which the Contractor shall not be entitled to recover later; and/or

Withhold funds pending a cure of the breach; and/or

Offset against any monies billed by the Contractor but yet unpaid by DPSS. DPSS shall give the Contractor notice of any action pursuant to this paragraph, the notice of which shall be effective when given.

U. TERMINATION

This Agreement may be terminated without cause by either party by giving thirty (30) days written notification to the other party. In the event DPSS elects to abandon, indefinitely postpone, or terminate the Agreement, DPSS shall make payments for all services performed up to the date that written notice was given in a prorated amount.

V. GOVERNING LAW

This Agreement shall be construed and interpreted according to the laws of the State of California. Any legal action related to the interpretation or performance of this Agreement shall be filed only in the appropriate courts located in the County of Riverside, State of California.

W. MODIFICATION OF TERMS

No addition to or alteration of the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents, or employees shall be valid unless made in writing and formally approved and executed by both parties.

X. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and all prior or contemporaneous agreements of any kind or nature relating to the same shall be deemed to be merged herein.

Exhibit A

Topic and Description	Workshop Date and Locations								
	Banning	Cathedral City	Corona/Norco	Hemet	Lake Elsinore	Moreno Valley	Rancho Mirage	Riverside	Temecula
ATTACHMENT RE-PARENTING This 4-session (12 hr) class will provide an in-depth look at the attachment cycle for both well-nurtured infants and those from non-nurturing environments. The impact on brain development, learning and behavior will be explored. The class will spend focused time looking at how development (cognitive, social and emotional, physical) is impacted by chronic trauma (abuse and neglect), as well as the importance of understanding the behavior of these children and effective discipline.	22 Sept - 13 Oct					5 Jan - 26 Jan			
MARRIAGE, FAMILY RELATIONSHIPS AND FOSTERING Becoming a caregiver for children in the foster system can have dramatic and sometimes unforeseen impact - both positive and negative - on marriage and on other relationships within the nuclear and extended family. This class will explore these dynamics and give caregivers some tools to manage the changes in their family structure.	14 Sept 19 Jan 3 Dec [SP]			18 Nov 21 Oct (SP)		21 Jan 25 Jan (sp)	28-Oct		
FETAL ALCOHOL SPECTRUM DISORDER FAS is a continuum of injuries to the brain of an infant, as a result of maternal drinking during pregnancy. These injuries can lead to learning disabilities, poor judgement, difficult behavior, etc. This class will look at signs and symptoms of FAS, early intervention and treatment for these children. FAS is a continuum of injuries to the brain of an infant, as a result of maternal drinking during pregnancy. These injuries can lead to learning disabilities, poor judgement, difficult behavior, etc. This class will look at signs and symptoms of FAS, early intervention and treatment for these children.	19-Oct			5-Jan			16-Dec	15-Jan	17-Oct
HAPPIEST BABY ON THE BLOCK This class is based on the book of the same name by Dr. Harvey Karp, a well-respected pediatrician and child development professional. Caregivers will learn tools to effectively soothe infant crying and increase sleep (for both babies and caregivers).						20-Oct		6-Nov	
PARENTING FROM THE HEART: LONG TERM SOLUTIONS This one-day class will provide caregivers with a deeper understanding of children who have experienced chronic trauma, and will involve an exploration of the purpose behind some of their more challenging behaviors. The afternoon will help particicipants with specific behavior challenges they encounter in their homes.									
CULTURAL COMPETENCE This class will explore the impact of one's culture on identity - norms, beliefs, values, language, family structure, customs, etc. Sometimes caregivers and the children in their care, see things very differently. Understanding the diversity of our present and future world will help caregivers respond more effectively to children.	16 Nov 14 Jan (SP)		14-Dec	13-Jan		5-Nov		22-Sep	12 Sept 19 Jan
THIRTEEN GOING ON THIRTY Early adolescence can be a very challenging time for many of our children. Those who come into the foster care system have often had access to inappropriate sexual, and/or violent images - or had 'real world' experience with these. They may be especially susceptible to self-injurious behaviors (cutting, drug abuse, eating disorders) or to 'acting out' behaviors (aggression, defiance). This class will discuss these issues and will offer caregivers tools for understanding and helping the young teens in their care.	15 Dec 9 Dec (SP)		18-Nov	14-Oct	16-Nov	10-Nov		13-Oct	27-Oct
CONFLICT RESOLUTION This class will explore conflict - what it is, how and why it happens, and then will look at communication and leadership styles that come into play when in conflict with another. Tools and strategies to lessen conflict and to cope with it when it happens will be discussed.	7 Dec 2 Sept (SP)			16-Sep		3-Dec		11 Sept 26 Jan	14-Nov

Exhibit A

Topic and Description	Workshop Date and Locations								
	Banning	Cathedral City	Corona/Norco	Hemet	Lake Elsinore	Moreno Valley	Rancho Mirage	Riverside	Temecula
IMPORTANCE OF MALE ROLE MODELS Research supports the idea that children with one or more positive male influence in their lives tend to do better as they get older. This class will explore the unique influence that men have on childrens' development, and it's importance in their lives.	11-Jan		28-Sep	1-Dec	14-Dec	8-Dec	23-Sep	17-Nov	2-Sep
BACK TO SCHOOL Children in the foster care system often have multiple moves, which also requires them to move schools. This class will provide caregivers with an understanding of the challenges children face when this happens, and will explore tools to assess grade placement, advocate with the school system and assist children in developing coping skills during times	24 Nov 1 Oct (SP)		9 Sept 12 Nov (SP)	8-Sep		15-Sep		9-Oct	
WHOLE FAMILY FOSTER FAMILY TRAINING This 6 week series (15 hours) will explore all of the dynamics and issues involved in caring for pregnant and parenting foster youth AND their babies within the same foster family.						24 Sept-29 Oct			
VIOLENCE IN OUR MEDIA AND CULTURE Many of the children in the foster care system have experienced a great deal of violence - in their daily lives with families, in their communities, in the world at large and in the media they spend their time interacting with. This class will explore the impact of violence - on all of us.			9-Dec						
UNDERSTANDING LIFE LOSS ISSUES Through an exploration of the theorists (Kubler-Ross, Doka and Erikson), this class will assist caregivers in identifying the stages, styles and needs of the children in their homes. Practical tools and intervention exercises will be explored.	10 Sept (SP)		23 Nov 7 Jan	6-Oct	11-Jan				2-Dec
DEVELOPMENT AND DISCIPLINE: THE FIRST FIVE YEARS This class will explore the physical, social, emotional, and cognitive needs of children from infancy through the fifth year. The specific challenges faced by children who have experienced chronic trauma will be included. Often, traditional discipline methods - time out, etc are not effective. This class will look at 'relationship-based' tools.			26-Oct	3-Nov					4-Nov
CAREGIVERS RIGHTS AND RESPONSIBILITIES This class will provide an overview of the 'system' for caregivers....what are caregivers' rights and responsibilities with regard to foster care compared to legal guardianship, or adoption? What are caregivers' rights and responsibilities when a child goes to court..or regarding the child's birth parents? These issues and more will be discussed.	7 Oct (SP)			9 Dec 20 Jan (SP)		21 Sept (SP)		15-Dec	29-Sep
LYING, STEALING, HOARDING FOOD...WHY DO THEY DO IT? These issues happen often with children in the foster care system, and caregivers are often 'stumped' by why they do it and how to handle it. This class will explore the dynamics of each of these behaviors, and will also look at aggression and defiance. Caregivers who have other challenging behaviors in their homes are encouraged to attend.			14-Oct		19-Oct		20-Jan	11-Dec	7-Oct

CONTRACTOR PAYMENT REQUEST *EXHIBIT B*

DPSS 2076A (Rev: APRIL, 2003)

TO: **Riverside County**
Department of Public Social Services
Attn: Management Reporting Unit
4060 County Circle Drive
Riverside, CA 92503

FROM: _____
Remit to Name

_____
Address

_____
City State Zip Code

_____
Contractor Name

_____
Contract Number

Total amount requested _____ for the period of _____ 20 _____.

Select Payment Type(s) Below

☐ **Advance Payment** $_____
(If allowed by Contract/MOU)

☐ **Actual Payment** $_____
(Same amount as 2076B if required)

☐ **Unit of Service Payment** $_____

_____ (# of Units) x ($) _____

_____ (# of Units) x ($) _____

_____ (# of Units) x ($) _____

_____ (# of Units) x ($) _____

_____ (# of Units) x ($) _____

_____ (# of Units) x ($) _____

Any questions regarding this request should be directed to: _____
Name Phone #

I hereby certify under penalty of perjury that to the best of my knowledge the above is true and correct.

_____
Authorized Signature Title Date

FOR DPSS USE ONLY (DO NOT WRITE BELOW THIS LINE)

Business Unit (5) **Purchase Order # (10)** **Invoice #**

Account (6) **Amount Authorized**

Comments if amount authorized is different from amount requested _____

Fund (10)

Dept ID (10)

Program (5) **Program (If applicable)** Date

Class (10) **Management Reporting Unit** Date

Project/Grant (15) **Contracts Administration Unit** Date

Vendor Code (10) **General Accounting Section** Date

DEPARTMENT OF PUBLIC SOCIAL SERVICES FORMS
Instructions for Form 2076A

Mailing Instructions: When completed, these forms will summarize all of your claims for payment. Your Claims Packet will include **Form 2076A, 2076B** (if required). invoices, payroll verification, and copies of canceled checks attached, receipts, bank *statements, sign-in sheets, daily logs, mileage logs, and other back-up documentation* needed to comply with Contract/MOU.

Mail Claims Packet to address shown on upper left corner of Form 2076A.
[see method, time, and schedule/condition of payments).
(Please type or print information on all DPSS Forms.)

FORM DPSS 2076A
CONTRACTOR PAYMENT REQUEST

"Remit to Name"
The legal name of your agency.

"Address"
The remit to address used when this contract was established for your agency. **All address changes must be submitted for processing prior to use.**

"Contractor Name"
Business name, if different than legal name *(if not leave blank).*

"Contract Number"
Can be found on the first page of your contract.

"Amount Requested"
Fill in the total amount and billing period you are requesting payment for.

"Payment Type"
Check the box and enter the dollar amount for the type(s) of payment(s) you are requesting payment for.

"Any questions regarding..."
Fill in the name and phone number of the person to be contacted should any questions arise regarding your request for payment.

"Authorized Signature, Title, and Date (Contractor's)
Self-explanatory **(required). Original Signature needed for payment.**

EVERYTHING BELOW THE THICK SOLID LINE IS FOR DPSS USE ONLY AND S HOULD BE LEFT BLANK.

COUNTY OF RIVERSIDE DEPARTMENT OF PUBLIC SOCIAL SERVICES CONTRACTOR EXPENDITURE REPORT (2076B)	*EXHIBIT C*
CONTRACTOR:	
ACTUAL EXPENDITURES FOR **(MM/YYYY)**	
CONTRACT #	

EXPENSE CATEGORY **List each line item as outlined in contract budget.**	APPROVED BUDGETED AMOUNT	CURRENT EXPENDITURES	CUMULATIVE EXPENDITURES	UNEXPENDED BUDGETED AMOUNT
		BILLABLE AMOUNT		
TOTAL BUDGET/EXPENSES				

IN-KIND/CASH CONTRIBUTION

List each type of contribution				
TOTAL IN-KIND/CASH MATCH				

CLIENT FEES COLLECTED	CURRENT PERIOD	YEAR TO DATE

DEPARTMENT OF PUBLIC SOCIAL SERVICES FORMS
Instructions for Form 2076B

Mailing Instructions: When completed, these forms will summarize all of your claims for payment. Your Claims Packet will include **Form 2076A, 2076B** (if required). invoices, payroll verification, and copies of canceled checks attached, receipts, bank *statements, sign-in sheets, daily logs, mileage logs, and other back-up documentation* needed to comply with Contract/MOU.

Mail Claims Packet to address shown on upper left corner of Form 2076A.
[see method, time, and schedule/condition of payments).
(Please type or print information on all DPSS Forms.)
information on all DPSS Forms.)

FORM DPSS 2076B
CONTRACTOR EXPENDITURE REPORT

When completed, this form is attached to the front of your invoices, and behind DPSS Form 2076A. *Only if Contract/MOU contains a line item budget, or you are to report match, or client contains a line item budget, or you are to report match, or client fees collected.*

"Contractor Name"
Business name, if different than legal name *(if not leave blank).*

"Actual Expenditures For"
The billing period you are requesting payment for.

"Contract Number"
Can be found on the first page of your contract.

"Approved Budget Amount"
Current itemized budget amount as approved *(or amended)* in accordance with the **Fiscal Provisions** of your executed Contract/MOU agreement.

"Current Expenditures"
Itemized expenditures incurred during the billing period.

"Cumulative Expenditures"
Cumulative expenditures from previous billings plus current expenditures.

"Unexpended Budgeted Amount"
Approved budget amount less cumulative expenditures.

"In-kind/Cash Contribution"
If your contract requires that you provide a match, fill in your itemized contributions, if not leave blank. *The same documentation is required for match as for actual reimbursable costs.*

"Client Fees Collected"
If your contract allows you to collect client fees fill in the total amount collected (if not specifically *addressed in your Contract/MOU you may not collect additional fees from the client).*

EXHIBIT D

CONTRACTOR, SUBCONTRACTOR, AND/OR VENDOR ASSURANCE OF COMPLIANCE WITH RIVERSIDE COUNTY DEPARTMENT OF PUBLIC SOCIAL SERVICES NON-DISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS

NAME OF VENDOR/RECIPIENT: **RIVERSIDE COMMUNITY COLLEGE DISTRICT**

HEREBY AGREES THAT it will comply with Title VI of the Civil Rights Act of 1964 as amended: Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended, and in particular Section 272.6; Title II of the Americans with Disabilities Act of 1990; Government Code (GC) Section 11135, as amended; California Code of Regulations (CCR) Title 22 Section 98000-98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act; Section 1808 Removal of Barriers to Inter Ethnic Adoption Act of 1996 and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of race, color, national origin, political affiliation, religion, martial status, sex, age, or disability be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records, and submit reports as required to permit effective enforcement of the aforementioned laws, rules, and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code Section 11135-39, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance; and shall be submitted annually with the required Civil Rights Plan Update.

10/12/09
Date

Dr. Jan Muto, President
Riverside City College

4800 Magnolia Avenue
Riverside, CA 92506
Address of Vendor/Recipient

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

922

FROM: DEPARTMENT OF PUBLIC SOCIAL SERVICES

SUBMITTAL DATE: November 24, 2009

SUBJECT: U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT RENEWAL GRANT AGREEMENT—PROJECT # CA0684B9D080801

RECOMMENDED MOTION: That the Board of Supervisors approve and:

Authorize the Chairman of the Board to sign the attached renewal Grant Agreement between DPSS and the U.S. Department of Housing and Urban Development for Project # CA0684B9D080801 in the amount of $72,654 for the period of December 1, 2009 through November 30, 2010.

FORM APPROVED COUNTY COUNSEL
BY LARISA R-MCKENNA DATE 11/5/09
Departmental Concurrence

Purchasing: Mark Seiler, Assistant Director

Susan Loew
Susan Loew, Director

(CONTINUED – 2 pages in total)

FINANCIAL DATA				
	Current F.Y. Total Cost:	$ 36,327	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: 100% Federal Funds—HUD Shelter Plus Care Program

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

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

Prev. Agn. Ref.: (10/21/08, #3.41) **District:** 1 **Agenda Number:** 3.77

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

TO: BOARD OF SUPERVISORS **DATE:** November 24, 2009

SUBJECT: U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT RENEWAL GRANT AGREEMENT—PROJECT # CA0684B9D080801

BACKGROUND:

On October 23, 2008, DPSS submitted an application for Homeless Assistance funds to the U.S. Department of Housing and Urban Development (HUD). On February 20, 2009, HUD announced three new and eighteen renewal grants for Riverside County's homeless projects which included the renewal of the Women's Permanent Supportive Housing Program.

The Department of Mental Health utilizes six (6) permanent housing units to serve 6 participants and provide them with access to various supportive services to facilitate achievement of the individual participants goal to become self sufficient. Ongoing case management and mental health services are provided.

According to the latest Annual Progress Report submitted by the Department of Mental Health, for the time period 12/1/07 through 11/30/08, the program was at 100% capacity, and provided services such as case management, life skills, mental health services, housing placement, employment assistance and transportation to the participants. All participants, including the 2 that left, had been in the program for more than six months meeting HUD's goal at 100%.

There are no changes to the persons to be served, the service site(s), or service modalities between this Agreement and the most recent Agreement that will expire on November 30, 2009.

FINANCIAL DATA: No County General Funds are required. Funding is 100% Federal funds. The full Grant amount is $72,654; however, it is estimated that the Department of Mental Health will expend $36,327 in FY 2009/2010, leaving $36,327 to be expended in FY 2010/2011.

CONCUR/EXECUTE: County Purchasing

ATTACHMENTS:

1. Grant Agreement (3 copies) between DPSS and the U.S. Department of Housing and Urban Development

SL: mr

2008 SUPPORTIVE HOUSING PROGRAM
RENEWAL GRANT AGREEMENT

This Grant Agreement is made by and between the United States Department of Housing and Urban Development (HUD) and Riverside County Dept of Public Social Services, 4060 County Circle Drive, Riverside, CA 92503, the Recipient, whose Tax ID number is 95-6000930 for Project Number: CA0684B9D080801 to be located at 769 Blaine St., Suite B, Riverside, California 92507.

The assistance which is the subject of this Grant Agreement is authorized by the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11381 (hereafter "the Act"). The term "grant" or "grant funds" means the assistance provided under this Agreement. This grant agreement will be governed by the Act, the Supportive Housing rule codified at 24 CFR 583, which is attached hereto and made a part hereof as Attachment B, and the Notice of Funding Availability (NOFA) that was published in two parts. The first part was the Policy Requirements and General Section of the NOFA, which was published March 19, 2008 at 73 FR 14882, and the second part was the Continuum of Care Homeless Assistance Programs NOFA Section of the NOFA, which was published July 10, 2008 at 73 FR 39840. The term "Application" means the original and renewal application submissions on the basis of which a Grant was approved by HUD, including the certifications and assurances and any information or documentation required to meet any grant award conditions. The Application is incorporated herein as part of this Agreement, however, in the event of conflict between the provisions of those documents and any provision contained herein, this Renewal Grant Agreement shall control. The Secretary agrees, subject to the terms of the Grant Agreement, to provide the grant funds in the amount specified at section 2 of Attachment A for the approved project described in the Application. The Recipient agrees, subject to the terms of the Grant Agreement, to use the grant funds for eligible activities during the grant term specified at section 3 of Attachment A.

The Recipient must provide a 25 percent cash match for supportive services.

The Recipient agrees to comply with all requirements of this Grant Agreement and to accept responsibility for such compliance by any entities to which it makes grant funds available.

The Recipient agrees to participate in a local Homeless Management Information System (HMIS) when implemented.

The Recipient and project sponsor, if any, will not knowingly allow illegal activities in any unit assisted with grant funds.

The Recipient agrees to draw grant funds at least quarterly.

HUD notifications to the Recipient shall be to the address of the Recipient as written above, unless HUD is otherwise advised in writing. Recipient notifications to HUD shall be to the HUD Field Office executing the Grant Agreement. No right, benefit, or advantage of the Recipient hereunder be assigned without prior written approval of HUD.

For any project funded by this grant, which is also financed through the use of the Low Income Housing Tax Credit, the following applies:

HUD recognizes that the Recipient or the project sponsor will or has financed this project through the use of the Low-Income Housing Tax Credit. The Recipient or project sponsor shall be the general partner of a limited partnership formed for that purpose. If grant funds were used for acquisition, rehabilitation or construction, then, throughout a period of twenty years from the date of initial occupancy or the initial service provision, the Recipient or project sponsor shall continue as general partner and shall ensure that the project is operated in accordance with the requirements of this Grant Agreement, the applicable regulations and statutes. Further, the said limited partnership shall own the project site throughout that twenty-year period. If grant funds were not used for acquisition, rehabilitation or new construction, then the period shall not be twenty years, but shall be for the term of the grant agreement and any renewal thereof. Failure to comply with the terms of this paragraph shall constitute a default under the Grant Agreement.

A default shall consist of any use of grant funds for a purpose other than as authorized by this Grant Agreement, failure in the Recipient's duty to provide the supportive housing for the minimum term in accordance with the requirements of Attachment A, noncompliance with the Act or Attachment A provisions, any other material breach of the Grant Agreement, or misrepresentations in the application submissions which, if known by HUD, would have resulted in this grant not being provided. Upon due notice to the Recipient of the occurrence of any such default and the provision of a reasonable opportunity to respond, HUD may take one or more of the following actions:

(a) direct the Recipient to submit progress schedules for completing approved activities; or

(b) issue a letter of warning advising the Recipient of the default, establishing a date by which corrective actions must be completed and putting the Recipient on notice that more serious actions will be taken if the default is not corrected or is repeated; or

(c) direct the Recipient to establish and maintain a management plan that assigns responsibilities for carrying out remedial actions; or

(d) direct the Recipient to suspend, discontinue or not incur costs for the affected activity; or

(e) reduce or recapture the grant; or

(f) direct the Recipient to reimburse the program accounts for costs inappropriately charged to the program; or

(g) continue the grant with a substitute recipient of HUD's choosing; or

(h) other appropriate action including, but not limited to, any remedial action legally available, such as affirmative litigation seeking declaratory judgment, specific performance, damages, temporary or permanent injunctions and any other available remedies.

No delay or omission by HUD in exercising any right or remedy available to it under this Grant Agreement shall impair any such right or remedy or constitute a waiver or acquiescence in any Recipient default.

For each operating year in which funding is received, the Recipient shall file annual certifications with HUD that the supportive housing has been provided in accordance with the requirements of the Grant Agreement.

This Grant Agreement constitutes the entire agreement between the parties hereto, and may be amended only in writing executed by HUD and the Recipient. More specifically, the Recipient shall not change recipients, location, services, or population to be served nor shift more than 10 percent of funds from one approved type of eligible activity to another, or make any other significant change, without the prior written approval of HUD.

SIGNATURES

This Grant Agreement is hereby executed for Project Number: CA0684B9D080801 as follows:

UNITED STATES OF AMERICA
Secretary of Housing and Urban Development

By:

_____
Signature and Date

William Vasquez
Typed name of signatory

Director, Office Community Planning and Development
Title

RECIPIENT

Riverside County
Name of Organization

By:

_____
Authorized Signature and Date

Jeff Stone
Typed name of signatory

Chairman, Board of Supervisors
Title

Judith Murdock, (951) 358-5636, (951) 358-7755
Official Contact Person and Telephone No. and Fax No.

FORM APPROVED COUNTY COUNSEL
BY: LARISA R-MCKENNA 11/5/09 DATE

ATTACHMENT A

Project Number: CA0684B9D080801

1. The Recipient is Riverside County Dept of Public Social Services

2. HUD's total fund obligation for this project is $72,654.00, which shall be allocated as follows:

Leasing	$40,154.00
Supportive Services	$22,700.00
Operating Costs	$9,091.00
HMIS Costs	$709.00
Administration	$0.00

3. Although this agreement will become effective only upon the execution hereof by both parties, upon execution, the term of this agreement shall run from the end of the Recipient's final operating year under the original Grant Agreement or, if the original Grant Agreement was amended to extend its term, the term of this agreement shall run from the end of the extension of the original Grant Agreement term for a period of 1 year(s). Eligible costs, as defined by the Act and Attachment B, incurred between the end of Recipient's final operating year under the original Grant Agreement, or extension thereof, and the execution of this Renewal Grant Agreement may be paid with funds from the first operating year of this Renewal Grant.

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

923

FROM: DEPARTMENT OF PUBLIC SOCIAL SERVICES

SUBMITTAL DATE:
October 27, 2009

SUBJECT: Approval to Enter Into a Funding Agreement with Riverside County Office of Education

RECOMMENDED MOTION:

1. Approve the Department of Public Social Services (DPSS) to enter into the funding Agreement (# AA-01471) with the Riverside County Office of Education (RCOE) for the period of September 1, 2009 - June 30, 2010 for an amount not to exceed $100,000 to supply fraud investigation services, with an option to renew for one (1) additional year;
2. Authorize the Chairman of the Board to sign the agreement;
3. Authorize the Director of the DPSS to administer the contract;
4. Instruct the Auditor Controller to adjust the DPSS budget as outlined in Schedule A; and

Susan Loew
Susan Loew, Director

FINANCIAL DATA				
	Current F.Y. Total Cost:	$ 100,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	$ 0	Budget Adjustment:	Yes
	Annual Net County Cost:	$ 0	For Fiscal Year:	09-10

SOURCE OF FUNDS: Riverside County Office of Education

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

FISCAL PROCEDURES APPROVED
ROBERT E. BYRD, AUDITOR-CONTROLLER
BY SAMUEL WONG

Mark Seiler, Assistant Director of Purchasing

County Purchasing Department

Departmental Concurrence

County Counsel

☒ Policy ☐ Consent

☒ Policy ☐ Consent

Dep't Recomm.:

Per Exec. Ofc.:

Prev. Agn. Ref.: N/A

District: All

Agenda Number: 3.78

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

TO: **BOARD OF SUPERVISORS** **DATE:** October 27, 2009

SUBJECT: Approval to Enter Into a Funding Agreement with Riverside County Office of Education

MOTION (Continued):

5. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, to exercise the renewal options and to sign amendments that do not change the substantive terms of the agreement, including amendments to the compensation provision and additional revenue up to a 50% increase.

BACKGROUND:

As an additional source of revenue, the Department of Public Social Services (DPSS) would like to enter into a funding agreement with the Riverside County Office of Education (RCOE) to provide fraud prevention and investigation services.

One of the many programs administered by RCOE is child care for low-income families. DPSS also administers a child care program for our CalWORKs customers. As our customers obtain employment and leave CalWORKs, we refer them to RCOE for continuing child care services.

As a result of our current partnership, DPSS and RCOE began to discuss fraud prevention and investigation activities.

DPSS has a unit dedicated to the prevention and investigation of welfare fraud, including fraud associated with child care services. RCOE is seeking to expand our partnership to include fraud prevention and investigation service for their child care program. DPSS has experienced investigators and tools to offer RCOE this support.

RCOE is prepared to reimburse DPSS for services provided to support their program.

FINANCIAL:

100% of DPSS expense will be reimbursed by RCOE revenue. No County General Funds would be required.

ATTACHMENT:

Schedule A – Budget Adjustments

CONCUR/EXECUTE:

Auditor Controller

SL:PR:clh

Schedule A
Budget Adjustments

Decrease Estimated Revenue:

5100100000 – 10000 – 750300 CA-Public Asst Administration - $35,000
5100100000 – 10000 – 760000 Fed-Public Assistance Admin - $65,000

Increase Estimated Revenue:

5100100000 – 10000 – 781720 Salary Reimbursement - $100,000

AA-01471

Original 1 of 4

Riverside County Department of Public Social Services
Contracts Administration Unit
10281 Kidd Street
Riverside, CA 92503

SERVICES CONTRACT:	AA-01471
CONTRACTOR:	Riverside County Office of Education
CONTRACT TERM:	September 1, 2009 - June 30, 2010
MAXIMUM REIMBURSABLE AMOUNT:	$100,000.00

WHEREAS, the Riverside County Office of Education, hereinafter referred to as RCOE, desires to utilize Fraud Prevention and Investigation Services.

WHEREAS, the Department of Public Social Services, hereinafter referred to as DPSS, is qualified to provide Fraud Prevention and Investigation Services:

WHEREAS, RCOE desires DPSS to perform these services in accordance with the TERMS and CONDITIONS (T&C) attached hereto and incorporated herein by this reference. The T&C specify the responsibilities of DPSS and the Contractor;

NOW THEREFORE, RCOE and DPSS do hereby covenant and agree that the Contractor shall provide said services in return for monetary compensation, all in accordance with the terms and conditions contained herein of this Contract.

Authorized Signature for Riverside County Office of Education:	**Authorized Signature for County of Riverside:**
Printed Name of Person Signing: Kenneth Young	Printed Name of Person Signing: Jeff Stone
Title: Superintendent	Title: Chairman, Board of Supervisors
Address: 3939 Thirteenth St. Riverside, CA 92501	Address: 4080 Lemon Street Riverside, CA 92501
Date Signed:	Date Signed:

FORM APPROVED COUNTY COUNSEL
BY LARISA R-MCKENNA 11/2/09 DATE

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CONTRACT TERMS AND CONDITIONS

I. DEFINITIONS

A. "DPSS" refers to the County of Riverside and its Department of Public Social Services.

B. "RCOE" refers to the Riverside County Office of Education.

II. RCOE RESPONSIBILITIES

A. Assign staff to be liaison between the Riverside County Office of Education and DPSS.

B. Pay DPSS for work performed according to the DPSS Responsibilities contained herein, below.

III. DPSS RESPONSIBILITIES

A. SCOPE OF SERVICE

1. Assign staff to be liaison between the DPSS and the RCOE.

2. Perform Fraud Prevention and Investigation Services as requested by RCOE.

B. REPORTING

DPSS shall:

1. Supply RCOE with the results of the investigations in a format to be agreed upon by RCOE and DPSS.

C. FISCAL

1. MAXIMUM REIMBURSABLE AMOUNT

Total payment under this Contract shall not exceed $100,000.00.

2. UNIT OF SERVICE COST RATE

Position	# of Units	Amount per Unit	Total Amount
Supervising Welfare Fraud Investigator	347	$51.86	$18,000
Welfare Fraud Investigator	2,274	$36.05	$82,000
Total			$100,000

3. METHOD, TIME AND SCHEDULE CONDITIONS OF PAYMENT

   a. DPSS will be paid the actual amount of each invoice for payment in a format mutually agreed upon by the parties.

      DPSS will provide a copy of individual monthly time study sheets, individual payroll register, and a summarized salary and benefit register showing pay period, and paid dollar amounts.

      There will be no authorization of overtime hours under this contract.

   b. All completed claims must be submitted no later than 45 days after the services were provided. All complete claims submitted in a timely manner shall be processed within thirty (30) calendar days.

   c. Each claiming period shall consist of one (1) month and the corresponding County of Riverside pay period expenditure within that month.

D. ADMINISTRATIVE

1. CONFIDENTIALITY

   DPSS shall maintain the confidentiality of all information and records and comply with all other statutory laws and regulations relating to privacy and confidentiality.

   Each party shall ensure that case record information is kept confidential when it identifies an individual by name, address, or other information. Confidential information requires special precautions to protect it from loss, unauthorized use, access, disclosure, modification, and destruction.

   The parties to this Agreement shall keep all information that is exchanged between them in the strictest confidence. All records and information concerning any and all persons referred to the DPSS shall be considered and kept confidential by the DPSS, its staff, agents, employees and volunteers. DPSS shall require all of its employees, agents, subcontractors and volunteer staff who may provide services under this agreement with the Contractor before commending the provision of any such services, to maintain the confidentiality of any and all materials and information with which they may come into contact, or the identities or any identifying characteristics or information with respect to any and all participants referred to the Contractor by Riverside County.

   The confidentiality of juvenile records is established under section 827 and 828 of the Welfare and Institutions Code, California Rules of Court, Rule 5.552 and case law. The Juvenile Court has exclusive jurisdiction over juvenile records and information and has the responsibility to protect the interests of minors and their families in the confidentiality of any records and information concerning minors involved in the justice system and to provide a reasonable method for release of these records and information in appropriate circumstances.

   DPSS shall ensure that no person will publish, disclose, use, permit, or cause to be published, disclosed, or used, any confidential information pertaining to any applicant or recipient of services under this Agreement. DPSS agrees to inform all persons directly or indirectly involved in administration of services provided under this Agreement of the above provisions and that any person deliberately violating these provisions is guilty of a misdemeanor.

2. HOLD HARMLESS/INDEMNIFICATION

RCOE 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 (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any services of RCOE, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Contract, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of RCOE, its officers, employees, subcontractors, agents or representatives Indemnitors from this Contract.

With respect to any action or claim subject to indemnification herein by RCOE, RCOE 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 Contractor's indemnification to Indemnitees as set forth herein.

DPSS shall indemnify and hold harmless the Riverside County Office of Education (RCOE), its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any services of DPSS, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Contract, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of DPSS, its officers, employees, subcontractors, agents or representatives Indemnitors from this Contract.

With respect to any action or claim subject to indemnification herein by DPSS, DPSS 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 RCOE; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification to Indemnitees as set forth herein.

3. INSURANCE

a. Without limiting or diminishing RCOE's obligation to indemnify or hold the COUNTY harmless, RCOE shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Contract.

(1) 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, and cross liability coverage, covering claims which may arise from or out of RCOE's performance of its obligations hereunder. Policy shall name the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds. 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 Contract or be no less than two (2) times the occurrence limit.

(2) Vehicle Liability:
If vehicles or mobile equipment are used in the performance of the obligations under this Contract, then RCOE 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 Contract or be no less than two (2) times the occurrence limit. Policy shall name the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insured(s).

b. General Insurance Provisions – All lines:

(1) 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.

(2) The Contractor's insurance carrier(s) 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 Contract. Upon notification of self insured retention unacceptable to the COUNTY, and at the election of the Country's Risk Manager, RCOE's carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Contract with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

(3) RCOE shall cause RCOE'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, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that 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 Contract 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. RCOE shall not commence operations until the COUNTY has been furnished original Certificate(s) of Insurance and certified original copies of endorsements and if requested, certified original 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 it's behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

(4) It is understood and agreed to by the parties hereto that the RCOE's insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or

deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

(5) If, during the term of this Contract or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or, the term of this Contract, including any extensions thereof, exceeds five (5) years the COUNTY reserves the right to adjust the types of insurance required under this Contract and the monetary limits of liability for the insurance coverages currently required herein, if; in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by RCOE has become inadequate.

(6) RCOE shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Contract.

(7) The insurance requirements contained in this Contract may be met with a program(s) of self-insurance acceptable to the COUNTY.

(8) RCOE agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Contract.

c. Worker's Compensation:

(1) If DPSS has employees as defined by the State of California, DPSS shall maintain statutory Worker's 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 shal be endorsed to waive subrogation in favor of Riverside County Office of Education, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

4. LICENSES AND PERMITS

DPSS warrants that it has all necessary permits, approvals, certificates, waivers, and exemptions necessary for the provision of services hereunder and required by the laws and regulations of the United States, State of California, the County of Riverside and all other appropriate governmental agencies, and shall maintain these throughout the term of this Contract.

5. INDEPENDENT CONTRACTOR

It is understood and agreed that DPSS is an independent contractor and that no relationship of employer-employee exists between the parties hereto. DPSS and/or DPSS' employees shall not be entitled to any benefits payable to employees of RCOE including, but not limited to, RCOE's Worker's Compensation benefits. RCOE shall not be required to make any deductions for employees of DPSS from the compensation payable to DPSS under the provision of this Contract.

RCOE hereby holds County harmless from any and all claims that may be made against DPSS based upon any contention by any third party that an employer-employee relationship exists by reason of this Contract. As part of the foregoing indemnity, RCOE agrees to protect and defend at its own expense, including attorney's fees, the County, its officers,

agents and employees in any legal action based upon any such alleged existence of an employer-employee relationship by reason of this Contract.

6. ASSIGNMENT

DPSS shall not assign any interest in this Contract, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written consent of RCOE. Any attempt to assign or delegate any interest without written consent of RCOE shall be deemed void and of no force or effect.

7. PERSONNEL

a. Required Staffing

Staff Level	Number of Full Time Equivalent (FTE)Staff
Welfare Fraud Investigator (WFI)	2.0
Supervising Welfare Fraud Investigator (SWFI)	0.5

8. CHILD ABUSE REPORTING

DPSS is a mandated reporter under Penal Code Sections 11165 -11174.3 and has established procedures in accordance with applicable laws to ensure that all employees, volunteers, consultants, subcontractors or agents performing services under this Contract report child abuse on neglect to a child protective agency as defined in the Penal Code

9. ADULT AND ELDER ABUSE REPORTING

DPSS has policies and procedures in place to ensure that all employees, volunteers, consultants, subcontractors, or agents performing services under this Agreement report elder and dependent adult abuse pursuant to Welfare & Institutions Code (WIC) Sections 15600 et seq. Suspected incidents of abuse shall be immediately reported to DPSS, followed by a written report within two (2) working days.

10. HEALTH INSURANCE PORTABILITY ACCOUNTABILITY ACT (HIPAA)

RCOE and DPSS in this Agreement are subject to all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996, and the laws and regulations promulgated subsequent thereto. RCOE and DPSS hereto agree to cooperate in accordance with the terms and intent of this Agreement for implementation of relevant law(s) and/or regulation(s) promulgated under this Law. The parties further agree that they shall be in compliance, and shall remain in compliance with the requirements of HIPAA, and the laws and regulations promulgated subsequent hereto, as may be amended from time to time.

All social service privacy complaints should be referred to:

Department of Public Social Services
HR/Administrative Compliance Services Unit
10281 Kidd Street
Riverside, CA 92503
(951) 358-3030

IV. GENERAL

A. EFFECTIVE PERIOD

This Contract is effective September 1, 2009 to June 30, 2010, with one (1) one-year renewal option.

B. NOTICES

All notices, claims, correspondence, and/or statements authorized or required by this Contract shall be addressed as follows:

DPSS: Department of Public Social Services
Contracts Administration Unit
P.O. Box 7789
Riverside, CA 92513

RCOE: Riverside County Office of Education
Superintendent
3939 Thirteenth St.
Riverside, CA 92501

All notices shall be deemed effective when they are made in writing, addressed as indicated above, and deposited in the United States mail. Any notices, correspondence, reports and/or statements authorized or required by this Contract, addressed in any other fashion will not be acceptable, except invoices and other financial documents, which must be addressed to:

Riverside County Office of Education
Accounting
3939 Thirteenth St.
Riverside, CA 92501

C. AVAILABILITY OF FUNDING

RCOE's obligation for payment of any Contract is contingent upon the availability of funds from which payment can be made.

D. DISPUTES

Except as otherwise provided in this Contract, any dispute concerning a question of fact arising under this Contract, which is not disposed by Contract, shall be disposed by DPSS. The decision shall be final and conclusive until determined by a court of competent jurisdiction to have been fraudulent or capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. DPSS shall proceed diligently with the performance of the Contract pending a decision.

E. SANCTIONS

Failure by DPSS to comply with any of the provisions covenants, requirements, or conditions of this Contract including, but not limited to, reporting and evaluation requirements, shall be a material breach of this Contract. In such event, RCOE will utilize one or more of the following remedial measures prior to resorting to termination of this agreement:

1. Afford DPSS a time period within which to cure the breach, the period of which shall be established at the sole discretion of RCOE; and/or

2. Discontinue reimbursement to DPSS for, and during the period in which DPSS is in breach, the reimbursement of which DPSS shall not be entitled to recover later; and/or

3. Withhold funds pending a cure of the breach; and/or

4. Offset against any monies billed by DPSS but yet unpaid by RCOE. RCOE shall give DPSS notice of any action pursuant to this paragraph, the notice of which shall be effective when given.

F. GOVERNING LAW

This Contract shall be construed and interpreted according to the laws of the State of California. Any legal action related to the interpretation or performance of this Contract shall be filed only in the appropriate courts located in the County of Riverside, State of California. Should action be brought to enforce or interpret the provisions of the Contract, the prevailing party shall be entitled to attorney's fees in addition to whatever other relief are granted.

G. MODIFICATION OF TERMS

No addition to or alteration of the terms of this Contract, whether by written or verbal understanding of the parties, their officers, agents, or employees shall be valid unless made in writing and formally approved and executed by both parties.

H. TERMINATION

This Agreement may be terminated without cause by either party by giving thirty (30) days written notification to the other party. In the event RCOE elects to abandon, indefinitely postpone, or terminate the Agreement, RCOE shall make payments for all services performed up to the date that written notice was given in a prorated amount.

I. ENTIRE CONTRACT

This Contract constitutes the entire Contract between the parties hereto with respect to the subject matter hereof, and all prior or contemporaneous Contracts of any kind or nature relating to the same shall be deemed to be merged herein.

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

FROM: DEPARTMENT OF PUBLIC SOCIAL SERVICES

SUBMITTAL DATE: November 24, 2009

SUBJECT: IN-HOME SUPPORTIVE SERVICES FRAUD INVESTIGATION & PROGRAM INTEGRITY PLAN

RECOMMENDED MOTION: That the Board of Supervisors approve and:

1. Authorize DPSS, in collaboration and with the agreement of the Riverside County District Attorney's Office, to submit the attached draft plan for In-Home Supportive Services (IHSS) Fraud Prevention & Program Integrity funds to the California Department of Social Services (CDSS);

2. Authorize the Chairman of the Board to sign Enclosure B and other documents pertaining to the IHSS Fraud Prevention & Program Integrity Plan on behalf of the County; and

3. Authorize the Director of DPSS and the District Attorney to oversee continued work on the Plan prior to the December 1, 2009 due date to assure that the Plan is competitive, complete and accurate prior to submission.

(CONTINUED – 3 pages in total)

Rod Pacheco, District Attorney

Susan Loew, Director

FORM APPROVED COUNTY COUNSEL
BY LARISA R-MCKENNA DATE 11/19/09

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

SOURCE OF FUNDS: No fiscal impact.

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.: ☐ Consent ☒ Policy
Per Exec. Ofc.: ☐ Consent ☒ Policy

Prev. Agn. Ref.: N/A | **District:** All | **Agenda Number:** 3.79

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

TO: BOARD OF SUPERVISORS **DATE:** November 24, 2009

SUBJECT: IN-HOME SUPPORTIVE SERVICES FRAUD INVESTIGATION & PROGAM INTEGRITY PLAN

BACKGROUND:

The State of California Budget Act of 2009 is the legislation package, signed into law on July 28, 2009, amending the State's FY 08/09 and 09/10 budgets. Among the amendments in the Act, is a $10 million appropriation of state funds for the purpose of fraud prevention, detection, referral, investigation, and additional program integrity efforts related to In-Home Supportive Services programs in all 58 counties.

In-Home Supportive Services (IHSS) is a state administered, county run program that provides state, county, and federal funding to enable program recipients to hire a caregiver. The IHSS Program pays for services provided to those over 65 years of age, or disabled, or blind, or a disabled child, so that they may remain safely in their own home as an alternative to out-of-home care, such as nursing homes or board and care facilities. Through a series of evaluations performed by county social workers, IHSS recipients can be authorized for up to 283 hours per month of services. These services include assistance with the administration of medications, accompaniment to medical appointments, and providing assistance with activities such as housecleaning, laundry, grocery shopping, personal care services, and protective supervision for the mentally impaired.

The California Department of Social Services (CDSS) recognized that many counties could strengthen their quality assurances with regard to acts of fraud within the system. IHSS fraud is an intentional attempt by some service providers, and some beneficiaries, to receive unauthorized payments or benefits from the program. Major types of IHSS provider-fraud statewide include a service provider not working (32%) or incarcerated (13%), or continuing to bill services for a recipient who is either deceased (32%) or hospitalized (23%). Major types of recipient-fraud include overstated needs (34%), demanding a share of provider pay (13%), misreporting income (8%), and not reporting changes in the household (45%).

Early detection and intervention is key to protecting recipient-victims, law abiding service-providers, the taxpayers and the financial integrity of the program so that funding will be available for the eligible blind, aged, and disabled who are unable to remain safely in their own home without this assistance. Fraud detection requires a collaborative and proactive approach to educate service providers and recipients on their roles and responsibilities, and to prevent, detect and deter future fraud through interagency cooperation and proactive investigative partnership efforts, including cross-training in respective disciplines for IHSS, DPSS, and District Attorney staff. It is expected that these educational and investigative efforts will thwart fraud through program controls at the front end to deter potential fraudsters and at the back end through quality investigations that lead to successful prosecution and restitution efforts to hold fraudsters accountable.

In order to put programmatic controls in place, DPSS and the District Attorney's Office have partnered to create a Plan that focuses on the following:

- Fraud prevention education of consumers and providers.
- Enhanced in-depth quality assurance reviews to reduce the occurrences of overpayments/underpayments and discover potentially fraudulent activities.
- Methodology for referring and investigating suspected fraud cases.

TO: BOARD OF SUPERVISORS **DATE:** November 24, 2009

SUBJECT: IN-HOME SUPPORTIVE SERVICES FRAUD INVESTIGATION & PROGAM INTEGRITY PLAN

BACKGROUND (continued):

- Strengthening the partnership with the California Department of Health Care Services (DHCS) and the California Department of Social Services (CDSS)

- Mechanisms to track and report outcomes of suspected cases of fraud, including case disposition and restitution recoveries.

- Collaborative anti-fraud activities through proactive detection, prevention and prosecution activities, including pretrial investigation, restitution efforts and internal criminal fraud investigations.

- Strengthening the quality of fraud prevention and investigative efforts through interagency partnership and cross training of DHCS, DPSS, and the District Attorney's Office.

Any funding resulting from the submission of the Plan must be expended by June 30, 2010; however, the Plan's scope may be expanded to the extent funding is made available. And, should the State budget allow, the funding to support the Plan may be renewed annually.

FINANCIAL: With the submission of the attached IHSS Fraud Investigation & Program Integrity Plan, Riverside County's funding allocation is currently $854,232; however, the funding allocation is subject to change based on the number of participating counties and funding requests submitted.

ATTACHMENTS: IHSS Fraud Investigation and Program Integrity Draft Plan (4 copies)

CONCUR/EXECUTE: District Attorney's Office and County Counsel

SL:mr

County of Riverside In-Home Supportive Services Program Integrity Plan

PROJECT OVERVIEW

The Riverside County proposed Plan recognizes that early detection and proactive intervention is key to protecting recipient-victims, law abiding service-providers, taxpayers and program financial integrity, so that funding will be available for the eligible blind, aged and disabled who are unable to remain safely in their own home without this assistance. Effective fraud detection requires a collaborative and proactive approach to educate service providers and recipients on their roles and responsibilities, and to prevent, detect and deter future fraud through interagency cooperation and proactive investigative partnership efforts. Hence, this proposed Plan adopts a comprehensive approach of education, quality assurance review, and proactive investigative efforts to thwart fraud through program controls at the front end to prevent potential fraud, and at the back end through fraud detection activities and quality investigations that lead to successful prosecutions and restitution orders, ultimately holding those who commit fraud accountable and acting as a deterrent to would-be fraudsters.

Riverside County will implement a three part process to ensure the integrity of the In-Home Supportive Services (IHSS) program. The program will utilize established and tested methodology currently proving to be successful in the Cash Aid and Supplemental Nutrition Assistance (SNAP) programs administered by the Riverside County Department of Public Social Services (DPSS). This process will focus on:

- Fraud prevention through customer education,
- Fraud and overpayment/underpayment detection through the quality assurance review, and
- Fraud detection and investigation utilizing DPSS Welfare Fraud Investigators, District Attorney Office (DAO) Senior Investigators and California Department of Health Care Service Investigations Branch (DHCS) Investigators working as a task force.

It is expected that by providing information to the customers before services are rendered, random audits of on-going cases, and investigations of suspected fraud which result in convictions that it will be possible to have a direct and positive effect on the integrity of the IHSS program.

Riverside County will utilize staff comparable to incumbents providing the same services for other public aid programs. DPSS Investigative Technicians (IT) will educate potential providers through the Preventative Fraud Group presentation prior to the provider's approval as an In-Home Supportive Service provider. The DPSS IT will review pertinent information on the required forms in order to ensure all potential providers understand their responsibilities as an IHSS provider and what fraud is and how to avoid committing fraud. Additional investigative work by the DPSS IT will be completed as requested by the IHSS case worker. Two Program Specialist II positions and one full-time Public Health Nurse will ensure compliance with departmental policies

and procedures as well as state and federal legislation, regulations and directives. Through these efforts, they will detect incidents of potential fraud and make referrals for investigation. Additionally, the Program Specialist II positions will review and analyze a variety of exception reports, such as the 'Death Match' report and the "300 hours" report for indicators of potential fraud. The Public Health Nurse will also be responsible for evaluating the accuracy of "protective supervision" hours authorized by the social worker. The Program Specialists and Public Health Nurse will refer potentially fraudulent cases to DPSS Welfare Fraud Investigators. The DPSS Welfare Fraud Investigator (WFI), The DAO Investigators and the DHCS Investigators will work as a task force and will be responsible for reviewing and/or investigating all IHSS fraud referrals in order to determine which allegations will be referred to collections for recovery of the over-payment and which allegations will be investigated for fraud and forwarded to the DAO's for prosecution.

The County of Riverside has demonstrated success in ensuring the program integrity of Cash Aid and SNAP programs through the prevention, detection and prosecution of welfare fraud. As such, we are confident of our ability to successfully expand these efforts to include the IHSS program.

BACKGROUND

The State of California Budget Act of 2009, signed into law on July 28, 2009, amended the State's FY 08/09 and 09/10 budgets. Among the amendments in the Act, was a $10 million appropriation of state funds for the purposes of fraud prevention, detection, referral and investigation and program integrity efforts related to In-Home Supportive Services (IHSS) programs in all 58 counties.

IHSS is a state administered, county run program that provides state, county and federal funding to enable eligible program recipients to hire a qualified caregiver. The IHSS Program pays for services provided to those over 65 years of age, or disabled, or blind, or a disabled child, so that they may remain safely in their own home as an alternative to out-of-home care, such as nursing homes or board and care facilities. Through a series of evaluations performed by county social workers, IHSS recipients can be authorized for up to 283 hours or more per month of services. These services include assistance with the administration of medications, accompaniment to medical appointments, providing assistance with activities such as housecleaning, laundry, grocery shopping, personal care services and protective supervision for the mentally impaired.

The California Department of Social Services (CDSS) recognized that many counties could strengthen their quality assurances with regard to acts of fraud within the system. IHSS fraud is an intentional attempt by some service providers, and some beneficiaries, to receive unauthorized payments or benefits from the program. Major types of IHSS PROVIDER FRAUD statewide include a service provider not working or incarcerated or continuing to bill services for a recipient who is either deceased or hospitalized. Major types of IHSS RECIPIENT FRAUD include overstated needs, demanding a share of provider pay, misreporting income and not reporting changes in the household.

IHSS OVERPAYMENTS/UNDERPAYMENTS ACTIVITIES AND DATA

The Department of Public Social Services will continue to detect, compute and process all overpayments and underpayments consistent with County policy and program regulations. This will be accomplished through the enhancement of the current Quality Assurance (QA) activities. This enhanced in-depth quality assurance review will lead to the discovery and cause of overpayments and underpayments. When the cause of the overpayment or underpayment is found to be provider or recipient caused, appropriate referrals will be made. If the cause is found to be agency caused, corrective action can then be taken to prevent further like occurrences from happening.

Riverside County DPSS has been very successful in the recovery of public funds for many programs. In the last four fiscal years, the amount recovered for all programs has increased from $4,761,760 in FY 05/06 to $6,290,726 in FY 08/09. Many of the same tools and resources used in those recoveries will be utilized in the recovery of IHSS overpayments, including pursuing civil action in civil court, wage garnishment, attaching bank accounts and property liens.

IHSS FRAUD REFERRALS/OUTCOMES

The Department of Public Social Services will act as the county-wide IHSS fraud referral repository through the utilization of current fraud reporting hotlines and DPSS staff. All participating agencies in this plan will forward all IHSS fraud referrals received to DPSS for central logging and forwarding to the California Department of Health Care Services (DHCS) Investigations Branch Rancho Cucamonga Office, as is the current practice. A county-wide IHSS Fraud Referral Form will be developed and implemented for utilization by all participating departments in this plan. (A proposed draft is attached – see Attachment A).

The fraud hotlines that are currently published on the DPSS Internet pages will be provided to providers and recipients during the IHSS orientation. The fraud hotlines will be made available to the general public through community outreach and public service announcements.

Referrals of suspected fraud involving DPSS employees tasked with the administration and oversight of the IHSS program will be centrally logged through DPSS and then forwarded to the DPSS Special Investigations Unit (SIU) for initial criminal investigation. All administrative investigations arising from the same allegations of IHSS fraud by DPSS employees shall be handled by a separate investigative unit pursuant to existing DPSS policies and procedures. There shall be no comingling of case information between the criminal and administrative investigative teams.

COLLABORATION AND PARTNERSHIPS WITH DISTRICT ATTORNEY'S OFFICE [DAO]

In preparation of this plan submission the DAO and DPSS collaborated with the DHCS Investigations Branch to develop a proactive fraud prevention and investigation plan. The participating agencies investigative units agree to work in a task force model and to adopt a multidisciplinary investigative approach to IHSS Fraud Investigations. The IHSS Fraud Task Force will first address the (approximate 65) pending backlogged caseload of IHSS fraud referrals previously referred to DHCS by a variety of sources for investigation. Case prioritization for immediate investigation efforts would begin with the highest potential fraud loss beginning at 300 hours and thereafter at lower fraud losses in 50 hour blocks of time below 300 hours.

Referrals of suspected fraud involving DPSS employees tasked with the administration and oversight of the IHSS program will be centrally logged through DPSS and then forwarded to the DPSS Special Investigations Unit (SIU) for initial criminal investigation. All administrative investigations arising from the same allegations of IHSS fraud by DPSS employees shall be handled by a separate investigative unit pursuant to existing DPSS policies and procedures. There shall be no comingling of case information between the criminal and administrative investigative teams.

This proposed Plan utilizes a Deputy District Attorney (DDA) for IHSS pre-prosecution education and investigative activities. This DDA will support pre-prosecution anti-fraud efforts. Specifically, the DDA will attend monthly collaborative team task force meetings, and review all program search warrants and IHSS fraud cases submitted for criminal filing. The DDA will also provide feedback as necessary regarding the controlling law and further investigation, if needed. The DDA will also provide in-service training to improve quality of cases submitted for prosecution.

A prosecution commences when an indictment or information is filed, a complaint is filed charging a misdemeanor or infraction, a case is certified to the Superior Court, or an arrest warrant or bench warrant is issued. (Penal Code section 804.) **All program funding to support the DDA will exclude post-prosecution activities**.

A. DAO's Responsibilities:

1. File criminal and/or civil charges when investigation(s) reveals sufficient evidence of fraud against IHSS Program. Welfare Fraud DDA to provide feedback on cases submitted for filing regarding quality of evidence and any further investigation needed; assist with search warrant review process; and provide training as warranted to support program integrity and quality of cases submitted for prosecution.

2. Provide search warrant review through Welfare Fraud DDA.

3. Cooperate in establishing and maintaining a vigorous, viable program of IHSS fraud control in Riverside County.

4. Be subject to audit and review for compliance by any agency of the State of California or Federal government involved in the administration of this program.

5. Complete timesheets using work codes to specifically identify the time spent on program activities. All timesheets shall be retained in the DAO's files for future audit purposes. A copy of the timesheets will be provided to DPSS on a quarterly basis so the data extracted from the timesheets may be included in the annual report.

6. For all criminal restitution efforts with which the DAO has involvement, the DAO shall instruct the Superior Court that restitution made by criminal defendants shall be ordered to the IHSS Program through the DPSS Recovery Unit.

7. Forward all disposition action regarding fraud referrals made to the DPSS Investigations Branch for inclusion in the quarterly report.

8. DAO personnel assigned to IHSS Fraud shall be responsible for investigative duties related to allegations involving recipient or provider fraud in the IHSS Program.

9. The primary responsibilities of DAO Investigators shall be as follows:

   a. Investigate cases of false documents, forged signatures and duplicate check cases, in the IHSS program.
   b. Investigate assigned IHSS referrals developed through exception reports such as the Death Match report, out of state warrant report and the 300 hour report.
   c. Perform field investigations of suspected fraudulent receipt of IHSS grants by gathering, assembling, preserving and reporting facts and evidence.
   d. Review and/or investigate all IHSS fraud referrals received directly by DAO that are deemed time sensitive warranting immediate attention and subsequently notify other Task Force partners through established procedures other than DPSS internal fraud allegations.
   e. Locate fraud suspects, witnesses and other informational sources and evaluate testimony.
   f. Submit investigative reports to DAO Welfare Fraud DDA for pre-filing review.
   g. Assemble and prepare evidence for presentation in court and appear as a witness if necessary.
   h. Apply proper techniques of arrests, search and seizure in the apprehension of suspects, and the confiscation and proper storage of evidence.
   i. Transporting and booking suspects into County of Riverside Jail or transporting suspects to court.
   j. Perform criminal investigations related to IHSS Program fraud.
   k. May serve legal processes for DAO including search warrants, arrest warrants, and subpoenas for IHSS.
   l. Prepare oral and written reports and correspondence related to IHSS Program fraud.
   m. Submit minute court order reports of convictions to IHSS Program for permanent removal of fraudulent providers from IHSS Program.
   n. DAO staff shall meet with DPSS staff as often as needed to exchange pertinent information, resolve problems, and work together to effectively coordinate services.

10. Secondary Responsibilities of DAO Investigators shall be to:

a. Assist in establishment of IHSS Program procedures for Fraud Prevention.
b. Assist IHSS Program in training Social Workers regarding "red flags" to look for in determining fraudulent conduct.
c. Report coercion/abuse/undue influence of recipients in IHSS Program to Adult Protective Services (APS) and/or local law enforcement.

11. DAO Investigative Technician(s) will perform all administrative support duties for IHSS fraud unit.

B. DPSS Investigative Component Responsibilities:

DPSS Welfare Fraud Investigators (WFIs) are sworn Peace Officers under Penal Code section 830.35 and investigated IHSS allegations prior to January of 2005. The WFIs are currently responsible for conducting criminal investigations of suspected violations of public assistance laws, rules, and regulations, and a variety of other departmental matters.

1. The primary responsibilities of WFIs shall be as follows:

a. Investigate cases of false documents, forged signatures and duplicate check cases, in the IHSS program.
b. Investigate assigned IHSS referrals developed through exception reports such as the Death Match report, out of state warrant report and the 300 hour report.
c. Review and/or investigate all IHSS fraud referrals deemed time sensitive by DPSS APS/SIU management staff and subsequently notify other Task Force partners through established procedures.
d. Fraud referrals submitted by IHSS staff, other agencies, recipient/provider family members and/or friends or other private citizens will be submitted directly to the DHCS for assignment through the newly developed task force.
e. Perform field investigations of suspected fraudulent receipt of IHSS grants by gathering, assembling, preserving, and reporting facts and evidence.
f. Locate fraud suspects, witnesses and other informational sources and evaluate testimony.
g. Submit investigative reports to DAO Welfare Fraud DDA for pre-filing review.
h. Assemble and prepare evidence for presentation in court and appear as a witness if necessary.
i. Apply proper techniques of arrests, search and seizure in the apprehension of suspects, and the confiscation and proper storage of evidence.
j. Transporting and book suspects into County of Riverside Jail or transporting suspects to court.
k. Perform criminal investigations related to IHSS Program fraud.
l. May serve legal processes for IHSS investigations including search warrants and arrest warrants.
m. Prepare oral and written reports and correspondence related to IHSS Program fraud.
n. Submit minute court order reports of convictions to IHSS Program for permanent removal of fraudulent providers from IHSS Program.

o. DPSS shall provide the DAO investigative staff assigned to IHSS fraud investigations with full access to all welfare fraud information necessary to conduct and complete IHSS fraud investigations.
p. DPSS shall provide in-service training for DAO staff to orient them to procedures and regulations related to the IHSS Program.
q. DPSS staff shall meet with DAO staff as often as needed to exchange pertinent information, resolve problems, and work together to effectively coordinate services.

COLLABORATION AND PARTNERSHIPS WITH THE CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES [DHCS] AND THE CALIFORNIA DEPARTMENT OF SOCIAL SERVICES [CDSS]

To strengthen the quality of fraud prevention and detection investigative efforts, the Riverside County District Attorney's Office (DAO), the Department of Social Services (DPSS), and the DHCS Investigations Branch have agreed to adopt a task force team model to approach anti-fraud activities. A Memorandum of Understanding will be drafted to guide the team's collaborative anti-fraud activities with regard to recipient/provider IHSS pretrial investigations.

The DAO and DPSS have agreed to collaboratively participate in monthly IHSS Fraud Group meetings comprised of DHCS Investigators, DAO Investigators and DPSS Welfare Fraud Investigators and the DAO welfare fraud prosecutor. These monthly investigative collaboration meetings will be scheduled by the Senior District Attorney Investigator III responsible for functional supervision of the District Attorney Bureau of Investigation personnel assigned to the IHSS Fraud Unit. These meetings will be attended by District Attorney Investigators, the DHCS Supervising Investigator and Investigators, and DPSS Welfare Fraud Supervising Investigator and Welfare Fraud Investigators. All fraud referrals received during the preceding month will be reviewed and equally distributed for investigation based upon existing agency commitments (DHCS = 2 Investigators, DAO = 2 Investigators, DPSS = 2 Investigators).

A component of the monthly team meeting will be to address existing investigations in a peer review format. Each participating agency will bring their expertise to bear upon the investigative process and direction. It is the intent of this collaborative process to facilitate interagency collaboration and interdisciplinary training of DHCS, DPSS and DAO partners with an expected outcome of a quality investigative and prosecution work product.

The participating agency investigative units agree to work in a multidisciplinary investigative capacity to first address the (approximate 65) pending/backlogged IHSS fraud referrals previously referred to DHCS by DPSS for investigation. The pending/backlogged cases are currently retained by DHCS Investigations Branch. As such, this multidisciplinary investigative team will begin this plan with an existing caseload. Thereafter, these agencies will meet monthly for the review and assignment of IHSS fraud investigation referrals as set forth above. Case prioritization for investigation would begin with the highest potential fraud loss beginning at 300 hours and thereafter at lower fraud losses in 50 hour blocks of time below 300 hours.

Referrals received by a participating agency that warrant immediate attention will be handled forthwith by the receiving agency, with subsequent notification to agency partners through established procedures.

MECHANISMS FOR TRACKING/REPORTING

The County of Riverside will purchase and enhance a database that will track the outcomes of its efforts. The database will be utilized for the collection, analysis, and reporting of data. The data submitted to the State will be in the format described by and in the time frame set by the State.

Fraud-related data and outcomes will be collected by each participating agency and forwarded quarterly to the DPSS Investigations Branch for use in the compilation of collaborative quarterly and annual reports. These reports will also be a useful tool in the identification of fraud trends.

COUNTIES CURRENT AND PROPOSED ANTI-FRAUD ACTIVITIES

Current Anti-Fraud Activities

The County of Riverside ensures IHSS program integrity utilizing a Quality Assurance process in conjunction with ongoing training and process improvements. Riverside County has an IHSS QA/QI program that currently reviews cases for program and policy compliance. The results of these case reviews are used to train staff on best practices, address over/under payments and refer cases of potential fraud for investigation. This program has been recognized by the State for improving the integrity of the overall program.

Proposed Anti-Fraud Activities

The County of Riverside will ensure IHSS program integrity utilizing a collaborative plan consisting of three complementary components: Fraud Prevention Education, Enhanced Quality Assurance Controls, and Proactive Criminal Investigative Activities. Staff representing the each Component of the IHSS Program will attend a multi-disciplinary quarterly meeting with all participating Program members to discuss identified IHSS program efforts, successes, failures and training needs. This forum will provide an opportunity for enhanced IHSS in-service training.

Fraud Prevention Education

The **first component**, Fraud Prevention Education, includes methods to prevent fraud from occurring in the In-Home Supportive Services (IHSS) program. A Preventative Fraud Group (PFG) presentation will be conducted in conjunction with the Provider Orientation. The Provider Orientation is required for all new IHSS providers effective November 1, 2009. Current providers are not required to attend but will be encouraged to do so by IHSS staff. The PFG will be conducted by an Investigative Technician (IT) employed by the Riverside County DPSS Fraud Early Detection (FRED) unit, which currently provides program integrity activities for the Cal-Works and Public Assistance SNAP programs.

This component will educate potential providers through the Preventative Fraud Group (PFG) presentation prior to the provider's approval as an IHSS provider. Additional fraud prevention work related to any discrepancies or inconsistencies will be completed by the IT no later than one

(1) month after the approved Provider receives his or her first payroll check for services provided to the In-Home Services consumer.

The PFG presentation is considered an educational process for the prospective provider. During the PFG, the Investigative Technician will review and explain to prospective providers the DPSS 305 C "Planning With You To Avoid Fraud" form, W&IC 12305.81, 12305.85, SOC 426 form, SOC 426B form and SOC 846 form. *Note: Information and forms may change as new information is received.

The IT will explain the following to prospective providers:

- The provider's reporting responsibilities related to the recipient's living arrangements and level of care (DPSS 305 C form);
- The legal definition of what fraud and perjury is and the potential legal consequences of committing these crimes;
- The mandates set forth by Welfare & Institutions Code sections 12305.81, 12305.85 and the importance of accurately reporting their criminal history;
- That the provider application and supporting documents may be chosen for further review by DPSS staff or IHSS investigative staff in order to clarify inconsistencies and/or discrepancies; and
- Home calls and other field work may also be conducted in order to expeditiously clarify inconsistencies and/or discrepancies.

The IT will review pertinent information on the SOC 426, SOC 426B, and 305C state forms in order to ensure all potential providers understand their responsibilities as an IHSS provider.

IHSS staff may request that a DPSS IT conduct a more detailed review of recipient/provider forms and/or conduct field work if a discrepancy is found. An In-Home Supportive Services Communication Form was developed to assist IHSS staff and DPSS IT's in communicating quickly and effectively regarding IHSS recipient/provider inconsistencies and discrepancies. (A proposed draft is attached – see Attachment B). The IHSS Communication Form also serves as a tool for the IT to document information gathered during the preventative fraud review or field work processes for notification to and potential use by the Investigative component in the proposed Plan.

The education of the providers on what fraud is, how to avoid committing fraud, and what the consequences are when fraud is committed will reduce fraud. Catching discrepancies at the front end with early informal contact with IHSS recipients and providers will further ensure program compliance.

Enhanced Quality Assurance

The **second component** will be an enhanced Quality Assurance (QA) component. The enhanced QA component will consist of two (2) Program Specialist II positions and one (1) Public Health Nurse (PHN). These positions will be responsible for developing IHSS and Departmental policies/procedures/forms, etc. for the additional fraud prevention activities. They will ensure

compliance with departmental policies and procedures as well as state and federal legislation, regulations and directives. Additionally, the Program Specialist II positions will review and analyze a variety of exception reports, such as the Death Match report and the 300 hours report. The PHN will assess IHSS cases that have been authorized "protective supervision" hours and paramedical services. The PHN will be responsible for reviewing the specific services in both paramedical and "protective supervision" cases and will act as a liaison with social workers, medical professionals, clients and providers in cases identified by social workers as high risk or with fraud potential. The PHN will also evaluate to ensure the most accurate health assessment for protective supervision services based on the recipients needs. The Program Specialists and PHN will make referrals of potentially fraudulent cases to DPSS Investigative component pursuant to established IHSS fraud referral process in this proposed Plan.

This enhanced in-depth quality assurance review will lead to the discovery and cause of overpayments and underpayments. When the cause of the overpayment or underpayment is found to be provider or recipient caused, appropriate referrals will be made. If the cause is found to be agency caused, corrective action can then be taken to prevent further like occurrences from happening.

Another result of this in-depth quality assurance review will be the discovery of potentially fraudulent activities. In addition to making fraud referrals to the appropriate Investigation Component, the QA staff will also be able to identify potential training or program changes that are necessary to prevent future fraud and identify trends that identify potential fraud.

Proactive Investigative Activities

The **third component** will be Criminal Investigative activities. The Riverside District Attorney's Office (DAO), Department of Public Social Services (DPSS) Investigations Branch and the California Department of Health Care Services (DHCS) Investigations Branch will investigate and deter future IHSS fraud through interagency cooperation, and proactive investigative partnership efforts, including cross-training in respective disciplines for IHSS, DPSS and DAO staff. The participating agencies investigative units agree to adopt a task force team model, with two (2) DHCS Investigators, two (2) DPSS Welfare Fraud Investigators, and two (2) DAO Senior Investigators.

This multidisciplinary investigative team will be known as the IHSS Fraud Task Force. A Memorandum of Understanding will be drafted to guide the team's collaborative anti-fraud activities with regard to recipient/provider IHSS pretrial investigations.

The Task Force will meet monthly to review all fraud referrals received during the preceding month and will make an equitable distribution of cases for investigation based upon existing agency commitments. The Task Force will have an existing caseload of approximately 65 pending backlogged cases of IHSS fraud referrals previously referred to DHCS by DPSS for investigation. The Task Force will prioritize immediate investigation efforts on those cases representing the highest potential fraud loss beginning at 300 hours and thereafter at lower fraud losses in 50 hour blocks of time below 300 hours. The DAO Welfare Fraud prosecutor will attend meetings as needed.

However, all referrals of suspected fraud involving DPSS employees tasked with the administration and oversight of the IHSS program will be centrally logged through DPSS and then forwarded to the DPSS Special Investigations Unit (SIU) for initial criminal investigation. All administrative investigations arising from the same allegations of IHSS fraud by DPSS employees shall be handled by a separate investigative unit pursuant to existing DPSS policies and procedures. There shall be no comingling of case information between the criminal and administrative investigative teams.

A component of the monthly Task Force meeting will be to address existing investigations in a peer review format. Each participating agency will bring their expertise to bear upon the investigative process and direction. It is the intent of this collaborative process to facilitate interagency collaboration and interdisciplinary training of DHCS, DPSS and DAO partners with an expected outcome of a quality investigative and prosecution work product.

This proposed Plan also incorporates a multidisciplinary team to coordinate and plan various compliance checks at the different stages of IHSS program implementation. This team will be comprised of DHCS Investigators, DA Investigators, WF Investigators, DPSS Investigative Technicians and Program Specialists. The multidisciplinary team will have the ability to address client concerns and on site needs during compliance checks, as well as to immediately identify incidents of fraud to prevent long term program fund loss.

This Plan will utilize a DAO Welfare Fraud Deputy District Attorney (DDA) for IHSS pre-prosecution education and investigative activities. This DDA will support pre-prosecution anti-fraud efforts by attending monthly Task Force meetings, reviewing all program search warrants and IHSS fraud cases submitted for criminal filing and providing feedback as necessary with regard to controlling law and required further investigation. In collaboration with the Fraud Prevention Education, Quality Assurance, and Investigative Components, the DDA may participate in in-service training to support program integrity and improve quality of cases submitted for prosecution.
Staff representing the IHSS Fraud Task Force, which make up the Investigative Component of the Program, will attend a multi-disciplinary quarterly meeting with all participating Program members to discuss identified IHSS program efforts, successes, failures and training needs. This forum will provide an opportunity for enhanced IHSS in-service training.

COUNTY PROPOSED BUDGET FOR UTILIZATION OF FUNDS

The County of Riverside's IHSS Proposed Integrity Plan will utilize the funding as follows:

Staff/Administration

DPSS

The proposed Plan will employ (10) full-time and (one) part time DPSS staff:

- Four Investigative Technicians (DPSS - full time) The Investigative Technicians will be responsible for educating potential providers through the Preventative Fraud Group presentations prior to the provider's approval as an In-Home Supportive Service provider.

The Investigative Technician will review pertinent information on the required forms in order to ensure all potential providers understand their responsibilities as an In-Home Supportive Services provider and what fraud is and how to avoid committing fraud. Additional investigative work by the Investigative Technician will be completed as requested by the IHSS case worker.

- Two Welfare Fraud Investigators (DPSS – full time) – The DPSS Welfare Fraud Investigator (WFI) will be responsible for reviewing and/or investigating all In-Home Supportive Services overpayments forwarded by In-Home Supportive Services staff in order to determine which overpayments will be referred to collections and which overpayments will be investigated and forwarded to the District Attorney for prosecution as well as investigating all In-Home Supportive Services fraud referrals they receive. Additionally, the WFI's will assist the Department of Health Care Services Investigations Branch (DHCS IB) in investigating In-Home Supportive Services fraud allegations.

- Two Program Specialist II (DPSS – full time) - The Program Specialist II positions will review and analyze a variety of exception reports, such as the Death Match report and the 300 hours report as well as reviewing cases to ensure compliance with departmental policies and procedures as well as state and federal legislation, regulations and directives. The Program Specialist will refer potentially fraudulent cases to DPSS Welfare Fraud Investigators.

- One Public Health Nurse (DPSS – full time) - The Public Health Nurse will be responsible for evaluating the accuracy of "protective supervision" hours authorized by the social worker, will review cases identified as high risk or with potential fraud and will refer potentially fraudulent cases to DPSS Welfare Fraud Investigators.

- One Office Assistant II (DPSS – full time) – The Office Assistant (OA) will be responsible for the collection, recording and analysis of data for this project.

- Supervising Fraud Investigator (DPSS – 20% of full time) - The Supervising Fraud Investigator will be responsible for providing functional direction to the Investigative Technicians and Welfare Fraud Investigators.

DAO

The proposed Plan will employ three (3) full-time and three (3) part time DAO staff:

- Two (2) Senior District Attorney Investigators (DAO – Full-time). The Senior District Attorney Investigators will be responsible for the duties set forth above in Section "A" District Attorney Office Responsibilities (page 3). Furthermore, the Senior District Attorney Investigators will participate in a collaborative investigative task force comprised of Department of Health Care Services Investigations Branch (DHCS IB) and DPSS SIU in the county-wide investigation of IHSS fraud allegations.

- One (1) District Attorney Bureau Commander (DAO - 0.50 Part-time). The Bureau Commander is a mid-level manger providing functional direction over sworn and non-sworn personnel assigned to specialized criminal or civil investigative units. The Bureau Commander will assign, monitor and evaluate criminal and civil investigations involving

the gathering of evidence for the apprehension and prosecution of persons suspected of committing IHSS fraud.

- One (1) Deputy District Attorney III (DAO – 0.25 Part-time). The Deputy District Attorney will be responsible for supporting the IHSS pre-prosecution education and anti-fraud investigative activities as set forth in Section "A" District Attorney Office Responsibilities.

- One (1) Investigative Technician II (DAO – .20 Part-time) The Investigative Technician under general supervision, will assist in and perform routine, non-sworn investigative work in support of the District Attorney Investigators, through the service of civil and criminal legal processes, such as: subpoenas, summons and complaints; makes positive identification of person served and time and location of services; and assists in serving search warrants.

- One (1) Legal Support Assistant II (DAO – full time) The Legal Support Assistant will assist in processing and in tracking a wide variety of IHSS documents, records and correspondence to perform responsible and difficult specialized legal clerical work in support of the Deputy District Attorney and the District Attorney Investigators. The Legal Support Assistant will perform other IHSS fraud related work as required including preparing, completing and tracking legal documents required by the deputy district attorneys' case building process.

Budget

DPSS

4 Investigative Technicians	Full time - 6 months	$164,395
2 Welfare Fraud Investigators	Full time - 6 months	$110,457
2 Program Specialists	Full time – 6 months	$112,952
1 Public Health Nurse	Full time - 6 months	$75,954
1 Office Assistants	Full time – 6 months	$27,636
1 Supervising WFI	20% – 6 months	$12,852
	Total Personnel	**$504,245**

Available Resources:

- **Facilities** – The program will utilize existing space that is not currently being utilized.

- **Meeting Room for Preventative Fraud Group meetings** – The program will utilize meeting rooms located in each district office.

Needed Resources (DPSS):

- **Personnel** :
  - 10 full time staff at 100% salary, one staff at 20% salary.
- **Equipment:**
  - Purchase of Software – estimated $12,354

TOTAL (Personnel/Equipment) - $516,599

DAO

2 Senior District Attorney Investigators	Full-time - 6 months	$148,165
1 District Attorney Bureau Commander	50% – 6 months	$ 44,067
1 Deputy District Attorney III	25% - 6 months	$ 18,563
1 Investigative Technician	20% – 6 months	$ 7,877
1 Legal Support Assistant	Full-time – 6 months	$ 30,038
Overtime – 2 Senior District Attorney Investigator	260 hours – 6 months	$ 19,644
Overtime – Investigative Technician	130 hours – 6 months	$ 5,069
	Total Personnel	**$ 273,423**

Needed Resources (DAO):

- **Personnel** :
  - 3 full time staff at 100% salary, one part time staff at 50% salary, one part time staff at 25% salary and one part time staff at 20% salary.
- **Operating Costs:**
  - $56,440

- **Facilities:**
  - None.
- **Equipment**:
  - $7,770 (Purchase of 2 computers with VPN access, 1 printer, 1 scanner and 2 digital cameras for surveillance operations).

TOTAL (Personnel/Operating/Equipment) - $337,633

DESCRIPTION OF HOW THE COUNTY WILL INTEGRATE OTHER PROGRAM INTEGRITY WITHIN THE PLAN

The Riverside County proposed Plan will utilize established and tested methodology currently proven to be successful in the Cash Aid and SNAP programs administered by DPSS. The County of Riverside has been a pioneer with inventive processes for ensuring the program integrity of Cash Aid and SNAP programs and the detection and prosecution of welfare fraud.

Riverside County DPSS developed an early fraud prevention and detection program in October of 1991 in an effort to improve and maintain the integrity of Cash Aid and Supplemental Nutrition Assistance programs administered by DPSS. In spring of 2000, Riverside County DPSS developed a fraud prevention program specific to the Child Care program. Since that time, Riverside County DPSS has continued to provide fraud prevention services for Cash Aid, SNAP and Child Care programs.

The Riverside County DPSS Fraud Early Detection (FRED) Unit strives to maintain the integrity of the CalWORKs and Supplemental Nutritional Assistance Program (SNAP) by educating DPSS customers through Preventative Fraud Interviews (PFI) which are conducted in both a group and one-on-one setting. During the PFI, a DPSS Investigative Technician explains to the DPSS customer their rights and reporting responsibilities, what welfare fraud and perjury is and how the customer can avoid committing welfare fraud. The Investigative Technician reviews with the DPSS customer the RVSD 2306 Cal-Works Intake Questionnaire (fraud indicator questionnaire), the RVSD 3322 EBT Responsibility Statement and the DPSS 512B "Planning with You to Avoid Fraud" form. During the one-on-one PFI, the Investigative Technician has an opportunity to review the customer's application and ask the customer pertinent questions related to their application for cash aid and SNAP benefits.

In the Non-assistance SNAP and Child Care programs, DPSS Investigative Technicians conduct Preventative Fraud Focused Reviews (PFR). Investigative Technicians conduct PFR by reviewing SNAP and Child Care applications for discrepancies and inconsistencies. The Investigative Technician utilizes a variety of government and public record databases to assist in identifying and/or clarifying discrepancies.

In both the PFI and PFR process, Investigative Technicians routinely conduct field work in order to expeditiously clarify inconsistencies and discrepancies as well as to identify potentially fraudulent situations. Information gathered through field investigations is shared with eligibility staff and documented on the C-IV journal page.

Identifying potential fraudulent situations early in the application process assists eligibility staff in correctly determining eligibility at the time of application and reapplication, allowing for eligibility caseloads to consist of only those customers who are actually in need of public assistance benefits. The Fraud Early Detection program is a key strategy to maintaining the integrity of these public assistance programs.
The Department of Public Social Services IHSS program has committed resources to ensure that pro-active systems are in place to ensure program integrity through a number of methods, including a variety of QA activities. The Quality Assurance (QA) Unit performs a variety of duties that assure program integrity. Monthly, approximately 250 random cases are reviewed for policy compliance and practice consistency regarding need assessments, time per task, eligibility, documentation, authorized hours, home visits, time lines, and more. The staff conducts a home call and reviews the need of services with the consumer when needed. After the case review findings and recommendations are written up, the best practice recommendations are referred to the district supervisor for case follow-up. If the case review indicates potential fraud, an allegation is referred to DHSC for investigation. Additionally, standard procedures have been created and utilized to identify and recover inappropriate payments. The current IHSS QA process has improved the program's ability to deliver consistent, appropriate and accurate services and improved the uniformity of the delivery of services.

The following shows current fraud detection, prevention and program integrity efforts and the success of those efforts.

In the fiscal year 08/09, the DPSS Fraud Early Detection Unit was responsible for the denial, discontinuance or reduction in benefits in over 2,500 cases which resulted in the cost avoidance of $3,490,300.

In the same time period, the DPSS Welfare Fraud Investigators filed 259 cases of Welfare Fraud with the District Attorney's Office for prosecution. The District Attorney's Office obtained convictions in 383 Welfare Fraud cases during that fiscal year. Additionally, through the investigative work of the DPSS WFI's, close to $4 million in overpayments and over-issuances were identified.

ANNUAL OUTCOMES REPORT

The County of Riverside will provide an annual outcome report by August 1, 2010 which will identify activities, data and outcomes associated with the efforts to mitigate, prevent, detect, investigate, and prosecute IHSS fraud. The report will be submitted to the State and all IHSS Program Integrity participating agencies in the format described by and in the time frame set by the State. DPSS Investigations Branch will take the lead in coordinating the annual report and

submission to the California Department of Social Services. Participating agencies will provide activities, data, outcomes and any required narratives to the DPSS Investigations Branch.

DATA REPORTING SPREADSHEET

The Riverside County proposed Plan provides in the required reporting spreadsheet data from 2004 to present. (See Enclosure D).

BOARD OF SUPERVISOR APPROVAL

The Riverside County Board of Supervisor Approval of this Plan will be submitted by December 1, 2009. Enclosure B will be submitted with the final plan.

CONTACT INFORMATION

COUNTY DISTRICT ATTORNEY REPRESENTATIVE

Rich Twiss, Assistant Chief Investigator, Bureau of Investigations
4075 Main Street
Riverside, CA 92501
Phone: 951-955-0815
rtwiss@rivcoda.org

Elaina Bentley, Chief Deputy District Attorney
4075 Main Street
Riverside, CA 92501
Phone: 951-955-5632
EBentley@RivCoDA.org

Sharon Campbell, Administrative Services Supervisor (Finance)
4075 Main Street
Riverside, CA 92501
Phone: 951-955-0298
sharoncampbell@rivcoda.org

COUNTY WELFARE DEPARTMENT REPRESENTATIVES

Patricia Reynolds, Assistant Director, Riverside County DPSS
4060 County Circle
Riverside CA 92503
Phone: 951-358-3045
PReynold@RiversideDPSS.org

Patrick Pudelek, Chief of Investigations, Riverside County DPSS
3021 Franklin Avenue
Riverside CA 92507
Phone: 951-358-3263
PPudelek@RiversideDPSS.org

Jerry Cyr, Administrative Services Manager II
4060 County Circle
Riverside CA 92503
Phone: 951-358-3087
Jcyr@riversidedpss.org

FRAUD FORMS

Attachment A:	IHSS Fraud Referral For Action on Suspected Fraud Form (Draft)
Attachment B:	IHSS Preventative Fraud Review Communication Form (Draft)

ENCLOSURES

Enclosure B:	County Response Cover Page – (Pending)
Enclosure D:	Data Reporting Spreadsheet (Draft)

Attachment A

Riverside County In-Home Supportive Services Task Force
Referral for Action on Suspected Fraud

Date:

Allegation(s):

- ☐ Provider not working the hours
- ☐ Recipient or Provider incarcerated
- ☐ Recipient in hospital/nursing home
- ☐ Recipient deceased
- ☐ Other (specify):
- ☐ Unreported changes in household
- ☐ Recipient demanding provider share check
- ☐ Overstated needs
- ☐ Misrepresented income

Case Number :

Recipient Information	Name:	SSN:
	Address:	DOB:
	City, Zip:	Gender:
	Phone:	

Provider Information	Name:	SSN:
	Address:	DOB:
	☐ Same as Recipient	Gender:
	City, Zip:	
	Phone:	

COMPLETE ADDITIONAL REFERRAL FORMS IF RECIPIENT HAS MULTIPLE PROVIDERS INVOLVED IN SUSPECTED FRAUD

GROUNDS FOR SUSPECTED FRAUD:

In the present case there are reasonable grounds to suspect that, on the basis of the false statements on the documents listed in the Statement of Reason, or made verbally to the Social Worker and recorded in the case record, recipient/provider attempted to receive or did receive aid and/or payment of IHSS benefits fraudulently for the periods of time, for the specified sums and involving the items noted below.

Suspected Fraud Committed By: ☐ Recipient ☐ Provider ☐ Both

Statement of Reason of Suspected Fraud (include known dates and possible monetary amounts) :

Referral Source: | Complaint Taken By:

Reporting Party: Date: Phone:

Routing: DHCS ☐ DAO ☐ DPSS ☐

RIVERSIDE COUNTY DPSS
IHSS PREVENTATIVE FRAUD REVIEW (PFR)
COMMUNICATION FORM

Complete at Application or Yearly Review for PFR Request

Date of Request: _____

CASE NUMBER: _____

SOCIAL WORKER: _____
(Name, Number)

CONSUMER NAME: _____

Address: _____ City: _____

Telephone: _____ SSN: _____

PROVIDER NAME: _____

Address: _____ City: _____

Telephone: _____ SSN: _____

TYPE:(One type only)

- ☐ **New application**
- ☐ **Yearly Review**
- ☐ **Provider Change**
- ☐ **Other:** _____

Is an interpreter required? If so, for what language:

BASIS FOR INVESTIGATION (Check all that apply):

- ☐ PROVIDER is over billing hours
- ☐ PROVIDER is not working the hours required
- ☐ PROVIDER subcontracting IHSS services
- ☐ PROVIDER/CONSUMER is incarcerated
- ☐ PROVIDER living more than 25 miles from recipient
- ☐ PROVIDER is under reporting income to CalWORKS
- ☐ RECIPIENT demanding provider share check
- ☐ RECIPIENT is overstating needs
- ☐ RECIPIENT in hospital/nursing home
- ☐ RECIPIENT is deceased
- ☐ RECIPIENT questionable medical condition
- ☐ misrepresented income
- ☐ unreported changes in household
- ☐ Questionable Forms or Verifications (Explain in comment section)
- ☐ Other (Explain in comment section)

COMMENTS (DESCRIPTION OF CLARIFICATION NEEDED OR DISCREPANCY FOUND):

_____

_____

_____

_____

INVESTIGATIVE TECHNICIAN:
PFR COMPLETED:
HOURS:

Enclosure D
Page One

County: **Riverside County**

Overpayment identified by County QA		04/05	05/06	06/07	07/08	08/09
Total Amount per Fiscal Year:						
Number of Instances:		**84**	**167**		**161**	**83**
Breakdown of Causes	Provider:					
	Recipient:					
	County Error:					
	Unknown:					
	Other:					

Underpayments identified by County QA		04/05	05/06	06/07	07/08	08/09
Total Amount per Fiscal Year:						
Number of Instances:		**2422**	**1309**	**705**	**3870**	**3927**
Breakdown of Causes	Provider:					
	Recipient:					
	County Error:					
	Unknown:					
	Other:					

Fraud Referrals/Outcomes		04/05	05/06	06/07	07/08	08/09
Number of referrals to DHCS:			**31**	**63**	**44**	**97**
Number handled locally by **DPSS:**		**3**	**2**	**2**	**2**	**0**
Number of convictions:		**3**	**2**	**2**	**2**	**0**
Court Ordered Restitution:		**5595**	**4599**	**6278**	**4419**	**0**
Amount of funds involved in the convictions:		**5595**	**4599**	**6278**	**4419**	**0**
Amount of funds recovered:		**3423**	**3524**	**709**	**350**	**0**
Amount of funds pending recovery:		**2172**	**1075**	**5569**	**4069**	**0**
Basis for the conviction:						
Individuals Responsible	Recipient:	**0**	**0**	**0**	**0**	**0**
	Provider	**3**	**2**	**2**	**2**	**0**
	County Staff:	**0**	**0**	**0**	**0**	**0**
	Unknown:	**0**	**0**	**0**	**0**	**0**
	Other:	**0**	**0**	**0**	**0**	**0**

Enclosure D
Page Two

Utilization of County DA for Fraud		04/05	05/06	06/07	07/08	08/09
Documented referrals to DA*						
Outcomes	Accepted:	**3**	**2**	**2**	**2**	**0**
	Rejected:	**0**	**0**	**0**	**0**	**0**
	Pending:	**0**	**0**	**0**	**0**	**0**
	Completed Investigation	**3**	**2**	**2**	**2**	**0**
	No Fraud:	**0**	**0**	**0**	**0**	**0**
	Restitution Action:	**3**	**2**	**2**	**2**	**0**
	Referred for Prosecution:	**3**	**2**	**2**	**2**	**0**
	Criminal Charges Filed:	**3**	**2**	**2**	**2**	**0**
	No Charged Filed:	**0**	**0**	**0**	**0**	**0**
	Convictions:	**3**	**2**	**2**	**2**	**0**
	Acquittals:	**0**	**0**	**0**	**0**	**0**
	Dismissals:	**0**	**0**	**0**	**0**	**0**
	Pending Investigation:	**0**	**0**	**0**	**0**	**0**
	Restitution					
	Court Ordered:	**5595**	**4599**	**6278**	**4419**	**0**
	Restitution Action:	**3423**	**3524**	**709**	**350**	**0**
	Fines	**500**	**200**	**200**	**400**	**0**
	Prosecutions Completed	**3**	**2**	**2**	**2**	**0**
	Convictions	**3**	**2**	**2**	**2**	**0**
	Misdemeanor	**1**	**2**	**0**	**0**	**0**
	Felony	**2**	**0**	**2**	**2**	**0**

Enclosure B

COUNTY RESPONSE COVER PAGE

Riverside County is requesting participation in the Enhanced Anti-Fraud Program and hereby submits a draft Plan and Data, with a final Plan and Data as described above to be submitted by December 1, 2009.

Board of Supervisor Approval

Approved on _____, 2009, by the County Board of Supervisors

Name of Approver: Jeff Stone, Chairman of the Board

Signature: _____

Name of County District Attorney Representative: Rod Pacheco

County District Attorney Representative Telephone #: 951-955-5400

Email Address: RodPacheco@RivCoDA.org

Name of County Welfare Department Representative: Susan Loew

County Welfare Department Representative Telephone #: (951) 358-3005

Email Address: sloew@riversidedpss.org

FORM APPROVED COUNTY COUNSEL
BY: _____ 11/9/09
LARISA R-MCKENNA DATE

FORM APPROVED COUNTY COUNSEL
BY: MARSHA L. VICTOR DATE 11/17/09

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

959

FROM: Purchasing and Fleet Services Department

SUBMITTAL DATE:
November 16, 2009

SUBJECT: APPROVAL OF THE AGREEMENT WITH THE LAW OFFICES OF BARBARA BRAND, AND JUVENILE DEFENSE PANEL, AND THE CONTRACT EXTENSION WITH CRIMINAL DEFENSE LAWYERS, TO PROVIDE LEGAL INDIGENT DEFENSE CRIMINAL AND JUVENILE SERVICES FOR RIVERSIDE COUNTY

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and execute the one-year professional service agreement with Law Offices of Barbara Brand for $2,256,000 annually, and Juvenile Defense Pane for $682,800 annually, both of which contain an option to renew the agreement for four (4) additional one-year periods, and;
2. Approve the contract extension with Criminal Defense Lawyers for $1,947,501, for an additional three (3) months to accommodate the bid process, and;
3. Authorize the Purchasing Agent, in accordance with Ordinance No. 459.4, to exercise the renewal option, based on the availability of fiscal year 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 the annual CPI rates, and;
4. Direct the Clerk of the Board to return three (3) original signed agreements to the Purchasing and Fleet Services Department.

(Continued on Page 2)

ROBERT J. HOWDYSHELL, Director
Purchasing and Fleet Services Department

FINANCIAL DATA				
	Current F.Y. Total Cost:	$ 4,886,301	**In Current Year Budget:**	Yes
	Current F.Y. Net County Cost:	$ 4,886,301	**Budget Adjustment:**	No
	Annual Net County Cost:	$ 4,866,301	**For Fiscal Year:**	FY 09/10

SOURCE OF FUNDS: Indigent Defense Budget

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION: APPROVE

BY: Dean Deines

County Executive Office Signature

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

Departmental Concurrence

Prev. Agn. Ref.: #3.13- 7/15/08, 3.11-6/23/09 | **District:** All | **Agenda Number:** 3.80

Form 11 (Rev 06/2003)

BACKGROUND

The County Executive Office is required to retain legal services for the representation of those indigent defendants in which the Riverside County Public Defender's Office declares a conflict of interest, including misdemeanors, felonies, and Welfare and Institution Code Section 600 et. seq. juvenile offenses. On June 23, 2009, the Board of Supervisors directed the Executive Office to review the Indigent Defense program, including an alternate Public Defender (PD) office structure. A Request for Proposal (RFP) was issued to solicit bids for indigent defense services for both with and without an alternate public defender's office. The PD also provided a report detailing the costs to implement and operate an alternate PD. After reviewing the responses to the RFP, as well as the costs to implement an alternate PD office, the option to continue contracting for indigent defense services was the most cost effective for the county at this time.

The basis for the award is divided into three (3) geographical areas, the Desert, Western, & Mid-County, and by the type of criminal case, juvenile or adult.

PRICE REASONABLENESS

Purchasing released a Request for Proposal, mailing solicitations to 99 law firms and advertising on the County's Internet. Four (4) proposals were received, one proposal for the desert only, one for juvenile cases only, and two for the adult criminal cases (pending). The proposals were reviewed by a team consisting of personnel from Purchasing, Probation, the Executive Office, and the Superior Court. The evaluation team reviewed and scored each proposal based on the bidder's overall responsiveness to the requirements of the scope of service, the ability to perform, experience and capability, references, and the overall cost.

The awards will be based on 3 geographical areas, Desert, Western and Mid-County. Juvenile Defense Panel (JDP) submitted a proposal for juvenile cases only for the Western and Mid-County at an annual fee of $630,000 and $52,800 for ancillary services (specialized and professional services). JDP proposed a cost per case of $350 for a maximum of 1,800 cases annually, down from their existing annual cost per case of $381 and 1,628 cases. This represents a per case savings of over 8%.

PRICE REASONABLENESS (Continued)

The Law Offices of Barbara Brand submitted a proposal for all cases for the desert portion of the County (criminal and juvenile) at an annual fee of $2,160,000 and $96,000 for ancillary services. Ms. Brand's proposal is $18,000 less than the existing contract and includes a maximum of 3,600 annual cases.

The evaluation committee recommends that the awards be given to The Law Offices of Barbara Brand and Juvenile Defense Panel, as the most responsive/responsible bidders for the specific services and areas described above.

As for the two remaining proposals, the evaluation team is currently evaluating the proposals and will be conducting interviews with the remaining two respondents. As such, it is necessary to extend the existing contract with Criminal Defense Lawyers until February 28, 2010 to allow for the completion of the evaluation process, at which time we will return to the Board for award of the new contract.

REVIEW/APPROVAL

Purchasing and County Counsel concurs with this request.

CRIMINAL DEFENSE AGREEMENT

for

LEGAL INDIGENT DEFENSE SERVICES

between

COUNTY OF RIVERSIDE

and

JUVENILE DEFENSE PANEL

CONTRACT TO PROVIDE LEGAL SERVICES

THIS CONTRACT is made this date, November 24, 2009 between the County of Riverside (hereinafter "COUNTY") and Burns and Oblachinski, a professional corporation, doing business as the Juvenile Defense Panel (hereinafter "ATTORNEY"), to provide services to the Superior Court (Western and Mid-County Division, including Southwest Justice Center) as set forth herein, for a term of twelve (12) months.

RECITALS

WHEREAS, the right of all persons against whom Juvenile Court proceedings are brought to be represented by Counsel is guaranteed by the Constitution of the United States and the Constitution of the State of California as expressed in Welfare & Institutions Code § 634; and

WHEREAS, the cost and expense of each counsel in the representation of indigent minors in a Juvenile proceeding under Welfare & Institutions Code § 602 et. seq. and California Rules of Court including the Juvenile Court Rules, is a proper and lawful charge upon the COUNTY; and

WHEREAS, it is in the public interest in circumstances where the Riverside County Public Defender declares a conflict of interest, or is otherwise unavailable, that the COUNTY contract with private counsel to render the usual and customary legal services required by law to be provided to individuals; and

NOW, THEREFORE, the parties hereto agree as follows:

1. DESCRIPTION OF SERVICES. COUNTY contracts with ATTORNEY to provide legal representation for indigent minors after appointment by the Court, including proceedings in the Juvenile Court which may be heard in another Department or location of the Superior Court, when appointed by the Court as required by law after a determination that a conflict of interest exists which causes the Public Defender to be unable to represent the minor or the Public Defender is relieved by the Court for extraordinary reasons, as set out in Section 6.1.

2. TERM OF PERFORMANCE. This Contract shall take effect November 24, 2009, and continue in effect to and including November 23, 2014, renewable in one year increments by written amendment, unless terminated sooner as provided herein.

3. SCOPE OF SERVICES. ATTORNEY shall assume full responsibility for furnishing counsel necessary to provide daily representation in the various divisions, departments or

locations of the Superior Court, Western and Mid-County Divisions. For the purposes of providing such professional legal services, ATTORNEY, at his own discretion, may perform the services or cause them to be performed by other attorneys who shall not be considered parties to this Contract, but are independent contractors and not agents or employees of ATTORNEY or COUNTY. ATTORNEY shall perform or cause to be performed all professional legal services reasonably and legally required herein from the time of appointment, at every stage of the proceeding, including post dispositional hearings until relieved by the court or upon substitution of counsel.

3.1 In subcontracting with other attorneys, ATTORNEY shall consider the factors enumerated in Penal Code § 987 et. seq., the Rules of Professional Conduct governing lawyers in Business & Professions Code § 6000 et. seq., the State Bar Rules of California, as appropriate, including Rule 3-310 and the State Bar of California Guidelines on Indigent Defense Services Delivery Systems (2006). 3.2 In Juvenile Court matters, unless otherwise agreed to in writing, ATTORNEY shall be required to provide the following counsel:

a. When appointed by the Court after a determination that a conflict of interest exists resulting in the Public Defender's inability to represent the minor, in cases petitioned under Welfare & Institutions Code §602 et. seq.

b. When appointed by the Court after the Court has relieved the Public Defender for lack of preparation, incompetence, unavailability, overload or reasons unrelated to a declaration of conflict.

4. EXCLUSIONS. ATTORNEY shall not be obligated under this Contract to provide defense in the following cases:

a. Stand-by Counsel or Co-Counsel when a defendant has waived counsel or represents himself in propria persona.

b. All post-trial appellate proceedings including appeals to the Appellate Department of Superior Court or higher Appellate Courts.

c. All federal proceedings.

d. New trial motions from non-Contractor Attorneys or Public Defender cases based on review of trial counsel's performance, except when the Court has made a preliminary

finding of incompetence by Trial Counsel.

5. PERFORMANCE MANAGEMENT. ATTORNEYS shall have the responsibility for significant administrative duties under this contract so as to avoid conflicts of interest and monitoring subcontracting attorneys. The purpose of monitoring individual attorney caseloads is to ensure that all clients represented under this contract receive effective assistance of counsel under the Constitutions of the United States and the State of California.

5.1 ATTORNEYS shall require each subcontracting attorney to participate in Mandatory Continuing Legal Education programs focusing on juvenile law, criminal law, criminal procedure, trial advocacy and related topics. ATTORNEYS shall encourage subcontracting attorneys to participate in other educational programs related to the practice of criminal law and other areas related to juveniles such as development, education, substance abuse and mental health. ATTORNEYS shall also encourage subcontracting attorneys to participate in shared training with the Office of the Riverside County Public Defender. ATTORNEYS shall review on a yearly basis the performance of each subcontracting attorney. This review shall include inquiry and/or observation by ATTORNEYS of the performance of the independent subcontractor in a trial or other relevant courtroom setting. ATTORNEYS shall require the subcontracting attorney to provide proof of attendance at MCLE programs recognized by the State Bar of California and to report participation in other educational programs related to the practice of criminal law and juvenile law. ATTORNEYS will do their best to assure that only attorneys with the requisite skill and experience handle particular category of cases and are assigned to such cases. ATTORNEYS shall periodically monitor and evaluate the work of investigators and the performance of experts and other providers of ancillary services.

5.2 In addition to oral half yearly reports, ATTORNEYS shall submit written reports (October 30 and April 30) including a certification that a detailed evaluation of subcontracting attorney(s) performance has been undertaken and provided to the ATTORNEYS, the average number of MCLE-approved training hours per attorney, including other educational programs attended relating to juveniles such as education, development, substance abuse and mental health. The written reports should also contain any information that may be indicative of the quality of representation provided by ATTORNEYS. This may be something completely apart from the day to day representation of a

particular client that demonstrates ATTORNEYS commitment to improving the Juvenile Justice System in Riverside County.

6. COMPENSATION. The contract compensation for representation of indigent minors in Juvenile Court shall be $525,000 plus costs as set forth in Section 8. COUNTY shall pay ATTORNEY the sum of $43,750 per month in monthly installments in arrears. COUNTY may withhold all or any part of the final payment until all such cases assigned to ATTORNEY have been concluded and the contract performance has been reviewed under Section 23. herein.

6.1 When ATTORNEY is appointed after the Court relieves the Public Defender for lack of preparation, incompetence, unavailability, overload, or reasons not related to a declaration of conflict pursuant to Penal Code § 987.2, ATTORNEY shall provide the County Executive Office with the accounting of expenditures for each such case to enable the COUNTY to identify said expenditures as appropriate budget items.

6.2 In addition, if in the ATTORNEYS' estimation, an extreme circumstance arises, ATTORNEYS may make a timely request for additional compensation from the COUNTY. Extreme circumstances shall generally be limited to extremely protracted cases; cases involving more than six parties assigned to the Contract, extraordinary change of venue cases involving extreme expense, and such similar circumstances as may arise. ATTORNEYS' request must be in writing and include a complete justification of action or anticipated extra expenses and complete itemization of requested extraordinary payment.

7. CASELOAD. With respect to the annual Contract price, the parties agree that the total number of cases is uncertain. The Parties agree to use the following figures as benchmark figures for this contract period.

7.1 NEW FILINGS – as defined in Paragraph 1 herein, a minimum of 1200 in a twelve month period. Attorneys agree however, that any and all cases above this minimum number shall be covered by Attorneys at the compensation set forth herein. These figures are projected new/subsequent petitions and are in addition to ATTORNEY's continuing caseloads. Because juvenile matters are unique, the following rules will determine what this Contract means by "case:"

a. Representation of each defendant to the action is a separate case.

(1) An original petition.

(2) A subsequent petition based on entirely new facts.

(3) Notice of Hearing petitions when no other original or subsequent petition is being processed.

b. What is not a new "case:"

(1) Amended petitions, unless they state entirely new facts.

(2) Modification hearings, restitution hearings and the re-calendaring of matters based on 15 day reviews.

7.2 However, it is understood that, to the extent ATTORNEY's constitutional and necessary level of legal representation and experience under the Contract may tend to justify additional payment, such necessary services, in all but the most extreme circumstance, will all be considered by the ATTORNEY to be their pro bono publico contribution to the administration of justice, consistent with the obligations of any officer of the Court.

8. EXPENSES. ATTORNEY shall pay all costs of specialized and professional services reasonably necessary to assist the defense in the preparation and presentation of his/her case, including those cases designated "overload", including medical and psychiatric examination, investigative services, expert testimony, forensic services, language interpretation, discovery costs, reporter's transcripts, and fees for experts appointed pursuant to statute from a trust account they hold for the County of Riverside. For these services during the contract term, the additional sum of $4,400.00 per month, in arrears, shall be paid to ATTORNEY and set aside monthly and maintained in a separate interest bearing trust account for the purpose of providing specialized and professional services for Welfare & Institution Code § 602 et. seq. cases, EXCEPT that payments shall be suspended when the balance in ATTORNEY'S trust account exceeds $20,000. Additionally, upon written agreement of ATTORNEYS and the County Executive Officer, or designee, the monthly expense payments may be modified in amount or timing but in no event shall exceed the maximum amount per month as set forth in this Paragraph 8. Any interest accrued from these funds will be redeposited and used by the ATTORNEY to pay the costs incurred under this section (Business & Professions Code §6211(b)). These funds remain the property of the County of Riverside and at the end of the contract, or upon request, all unexpended funds shall be returned to COUNTY, and an accounting provided to the

County Executive Office within 90 days of termination for all sums expended, including accrued interest.

9. TERMINATION. Either party may cancel this Contract on ninety (90) days written notice to the other party. In the event that this Contract is canceled, ATTORNEY shall be responsible for the matters currently assigned to ATTORNEY.

10. INDEPENDENT CONTRACTOR. ATTORNEY is, and shall at all times be deemed independent, and shall be wholly responsible for the manner in which he performs the services required by this Contract. ATTORNEY exclusively assumes responsibility for the acts of his employees as they relate to the services to be provided during the course and scope of their employment. ATTORNEY, his agents, employees and independent contractors and their agents and employees shall not be considered in any manner to be employees of the County of Riverside.

11. RECORDS. ATTORNEY shall keep sufficient records to enable COUNTY to establish the cost of representing each individual in Court proceedings and allow County of Riverside to attempt to recover such costs from whoever may be obligated to reimburse the COUNTY. COUNTY may, at its discretion, audit or inspect ATTORNEY's book and/or financial records relating to the Contract, at any reasonable time. ATTORNEYS shall be audited by an outside auditor a minimum of once every twenty four months and at the end of the contract period. ATTORNEY shall be responsible for one-half of the cost of the audit. ATTORNEY agrees to make available for inspections, without restrictions, all books, statements, ledgers and other financial records for a period of five (5) years from the termination of this Contract. All financial records shall be kept, or made available to County of Riverside, at ATTORNEY's principal place of business at 30111 Technology Dr. Suite 160, Murrieta, California 92563.

11.1 ATTORNEY understands that they are accountable for public funds and that they must maintain all records that support their expenditures of this money included but not limited to expert and investigator's invoices, activity/time logs, bank statements, canceled checks, and receipts.

11.2 ATTORNEY shall maintain statistics showing the following data and information on each juvenile case assigned under this Contract, and submit a monthly report to the Executive Office, within ten (10) days of the end of each month:

a. Name of minor represented;

b. Case Number;

c. Disposition;

d. Number of cases opened during month separated into the following categories:

1. Opened;

2. Closed;

3. Reopened;

4. Transfer in;

5. Substitution for previous appointed counsel;

6. Copy of Order(s) for Attorney's fees.

e. ATTORNEY shall also furnish a monthly report of expenditures of trust account funds that includes the vendor, type of service (e.g., investigation, expert, etc.), client/case identifier (not name and/or case number of defendant), and amount of expense, within ten (10) days of the end of each month. The report shall additionally include the current balance of the account. ATTORNEY shall utilize a standard electronic accounting system to input and maintain data and compile records.

f. ATTORNEY shall file monthly reports with the County Executive Office in a form agreed upon by the parties, including any or all of the above information and any other costs and/or information reasonably requested by the County Executive Office. ATTORNEY understands that COUNTY relies on the monthly reports to determine the cost of services and that any corrections or adjustments to the reports must be done in a timely manner not to exceed thirty days from the required submission date of the monthly report, and that ATTORNEY will not be compensated for cases reported beyond the thirty days.

g. ATTORNEY shall draft and file a written policy for the documentation of investigator billings and dissemination of said policy to investigators with the County Executive Office within sixty days of the execution of this contract.

11.3 ATTORNEY shall file monthly reports with the County Executive Office in a form agreed upon by the parties, including items 1-3 above, and any other costs and/or information reasonably requested by the County Executive Office.

12. HOLD HARMLESS. ATTORNEY shall indemnify and hold the COUNTY, Special Districts, their respective directors, officers, Board of Supervisors, agents, elected officials and employees free and harmless from any liability whatsoever, based or asserted upon any act(s) or omissions(s) of ATTORNEY for property damage, bodily injury, or death or any other element of damage of any kind or nature, relating to or in anyway connected with or arising from the accomplishment of the services to be performed by ATTORNEY hereunder; and ATTORNEY shall defend, at its sole expense, including attorney fees, COUNTY, Special Districts, their respective directors, officers, Board of Supervisors, agents, elected officials and employees in any legal action (s) or claims(s) based upon such alleged act(s) or omission(s) whether the subject action(s) or claim(s) are well-founded, properly filed or pleaded, or not commenced in a court of competent jurisdiction.

13. INSURANCE: Without limiting or diminishing the ATTORNEY's obligation to indemnify or hold the COUNTY harmless, ATTORNEY shall procure and maintain or cause to be maintained, the following insurance coverages during the term of this Agreement.

13.1 Workers' Compensation: If ATTORNEY has employees as defined by the State of California, ATTORNEY 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 of Riverside; and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

13.2 Commercial General Liability: Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, completed operations, personal and advertising injury covering claims which may arise from or out of ATTORNEY's performance of its obligations hereunder. Policy shall name the County of Riverside, special districts, their respective directors, officers, Board of Supervisors, elected officials, employees, agents or representatives as an Additional Insured. 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.

13.3 Vehicle Liability: If ATTORNEY's vehicles or mobile equipment are used in the

performance of the obligations under this Agreement, ATTORNEY shall maintain liability insurance for all owned, non-owned or hired vehicles in an amount not less than $1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the County of Riverside, special districts, their respective directors, officers, Board of Supervisors, elected officials, employees, agents, or representatives as an Additional Insured.

13.4 Professional Liability: ATTORNEY shall maintain Professional Liability Insurance providing coverage for performance of work included within this Agreement, with a limit of liability of not less than $300,000 per occurrence and $500,000 annual aggregate. If ATTORNEY's Professional Liability Insurance is written on a claims made basis 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 ATTORNEY shall purchase 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 Consultant 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. The ATTORNEY shall provide proof of coverage to COUNTY within 30 days of execution of the Contract.

13.5 Blanket Commercial Crime Policy: ATTORNEY shall maintain a Blanket Commercial Crime Policy including, but not limited to, coverage provided under Forms 'A', 'B' and 'F' for all Directors, Officers, employees, agents and representatives who may be involved in any way with the direction, handling, depositing, payment or other function that involves COUNTY funds associated with the performance of this Contract with a limit of liability of not less than an amount per loss equal to, or greater than, the maximum amount of COUNTY money that may be in trust with the ATTORNEY at any one time. The ATTORNEY shall provide proof of coverage to COUNTY within 30 days of execution of the Contract. The coverage will remain in force for at least three (3) years subsequent to the termination of this Agreement or until that time when all moneys have been reconciled and the COUNTY has agreed in writing that all financial issues have been completed and the ATTORNEY no

longer has any COUNTY assets held in the Trust as defined herein. If this coverage is written on a Claims-Made basis, the ATTORNEY will provide 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 Contract; or, 3) demonstrate through Certificates of Insurance that ATTORNEY has maintained continuous coverage with the same or original insurer. Such extended claims made coverage shall be maintained for a period of three years or until that time when all moneys have been reconciled and the COUNTY has agreed in writing that all financial issues have been completed and the ATTORNEY no longer has any COUNTY assets held in the Trust as defined herein.

13.6 General Insurance Provisions - All lines:

a. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than an A: VIII (A: 8) unless such requirements are waived, in writing, by the 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 ATTORNEY's insurance carrier(s) must declare its insurance deductibles or self-insured retentions. If such deductibles or self-insured retentions exceed $500,000 per occurrence such deductibles and/or retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of deductibles or self insured retentions which are deemed unacceptable to the COUNTY, at the election of the County's Risk Manager, ATTORNEY's carriers shall either; 1) reduce or eliminate such deductibles or self-insured retentions as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, defense costs and expenses.

c. The ATTORNEY shall cause their insurance carrier(s) to furnish the County of Riverside with 1) a 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 orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and

policies of insurance shall contain the covenant of the insurance carrier(s) shall provide no less than thirty (30) days written notice be given to the County of Riverside prior to any material modification or cancellation of such insurance. In the event of a material modification or cancellation of 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 or certified original policies, including all endorsements and attachments thereto evidencing coverages and the insurance required herein is in full force and effect. Individual(s) authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance. ATTORNEY shall furnish County of Riverside with original Certificate(s) of Insurance and certified copies of endorsements or policies of insurance including all endorsements and any and all other attachments as required in this Section within seven days of execution of this Contract.

d. It is understood and agreed by the parties hereto and the ATTORNEY's 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 retentions or self-insured programs shall not be construed as contributory.

e. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services or performance of work the Risk Manager of the County of Riverside reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverages required herein, if, in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the ATTORNEY has become inadequate.

14. MATERIAL BREACH. Notwithstanding the provisions of Section 2., the failure of ATTORNEY or his agents or employees to comply with the terms of this Contract and any reasonable directions, by or on behalf of the COUNTY, issued pursuant thereto, shall constitute a material breach of Contract by ATTORNEY, and, in addition to any other remedy authorized by law, COUNTY shall have the right to terminate said Contract immediately. Failure to exercise this right of termination shall not constitute a waiver of such right, which may be exercised at any subsequent time. At the option of COUNTY, this Contract may be terminated upon the happening of any of the following:

(a) Violation of any material provision of this Contract;

(b) Institution of proceedings by, or against, any ATTORNEY under the bankruptcy laws of the United States;

(c) Discovery that this Contract was obtained through fraud by commission or omission;

(d) Suspension of business operation, or receivership, of ATTORNEY;

(e) Any assignment of this Contract without prior COUNTY approval;

(f) The institution of disciplinary proceedings against any ATTORNEY by the California State Bar; or

(g) The commencement of criminal prosecution of any ATTORNEY in any Court anywhere.

(h) Failure to observe the Rules of Professional Conduct, including Rule 3-310.

14.1 It is understood that the above-noted items are not exclusive of any other causes for termination, and failure of COUNTY to exercise its rights to terminate shall not constitute waiver of such right, which may be exercised at any subsequent time.

15. CONFLICT OF INTEREST. ATTORNEY shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict of interest. This obligation applies to ATTORNEY, ATTORNEY's employees, agents, relative sub-tier contractors, and third parties associated with or accomplishing work for ATTORNEY under this contract.

15.1 ATTORNEY will establish measures to prevent employees or agents from making, receiving, providing, or offering gifts, entertainment, payment, loans, or other considerations which could be deemed to appear to influence individuals to act contrary to the best interest of the COUNTY.

15.2 ATTORNEY shall not sit as Judge Pro Tem in any of the Courts that ATTORNEY provides representation for indigent services under this contract.

15.3 ATTORNEY shall provide conflict free representation. ATTORNEY is aware of *Christian v. Jackson* (1996) 41 C.A. 4th 986, and *Castro v. Los Angeles Board of Supervisors* (1991) 232 C.A. 3d 1432, and the guidelines expressed therein.

16 PRIVATE PRACTICE. ATTORNEY shall not be prohibited from engaging in the private practice of law, including the defense of those charged with crimes, or any and all proceedings in the Courts of the County of Riverside. ATTORNEY shall not accept in his private practice any case which may cause a conflict of interest which would preclude ATTORNEY from providing representation to indigents pursuant to this Contract.

17 WAIVER. No waiver by any party of any existing default by any other party shall be deemed to waive any subsequent default by such party.

18 ASSIGNMENT: This Agreement shall not be assigned by ATTORNEY, either in whole or in part, without prior written consent of COUNTY. Any assignment or purported assignment of this Agreement by ATTORNEY without the prior written consent of COUNTY will be deemed void and of no force or effect.

19 CUMULATIVE RIGHTS. All rights hereunder are cumulative, not alternative, and are in addition to any other rights given by law.

20. ENTIRE AGREEMENT. This Contract supersedes any prior agreements between the Parties and is the sole basis for Contract between the Parties. This Contract, together with any exhibits that may be attached hereto, expresses the understandings of the Parties concerning all matters covered.

21. ALTERATION. No addition to, or alteration of, the terms of this Contract, whether by written or oral understanding of the Parties, their officers, agents or employees, shall be valid unless made in the form of written amendment to this Contract and formally approved by the Parties.

22. SUBCONTRACTS. The Parties agree that ATTORNEY shall not sign contracts with subcontractors wherein there is a clause in said contracts prohibiting subcontractors from submitting proposals when COUNTY solicits proposals for Indigent Defense Services.

23. PERIODIC REVIEW. ATTORNEY and COUNTY agree that there exists some uncertainty as to the number of cases and extent of the work to be performed hereunder, and that the amount could be greater or less than in the past. Consequently, the Parties agree to a mandatory meeting prior to April 1, 2010, to evaluate the case filings and any other matter affecting this Contract. It is

expected that if the caseload has not met the benchmark figure set in the Contract, ATTORNEY and COUNTY shall make adjustments to the existing Contract as necessary to 1) determine payback by the ATTORNEY to COUNTY for falling below the agreed case range and 2) reduction in the future caseload benchmark and associated compensation. If the caseload as set in this Contract is exceeded, ATTORNEY and COUNTY shall make adjustments to the existing Contract as necessary to 1) determine additional compensation due ATTORNEY at the contract rate for the additional caseload, and 2) adjustment in the future caseload benchmark and associated compensation. [Example: Monthly payment of $ 43,470, divided by average of 110 cases per month equals $395.00 per case to be used for adjustments.] ATTORNEY, however, may request a meeting at any other time during the Contract period to discuss any matters related to this Contract.

24. 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 one (1) day after their deposit in the United States Mail, postage prepaid:

County of Riverside,
County Executive Office
4080 Lemon St. 4th Floor
Riverside, CA 92501
Attn: County Executive Officer

ATTORNEY
Robert Oblachinski
30111 Technology Dr. Suite 160
Murrieta, CA 92563

ATTORNEY
Juvenile Defense Panel

DATED: 11/16/09

By _____
Robert Oblachinski

DATED: 11/14/09

By _____
Michael Burns

DATED: _____

County of Riverside

ATTEST:
Kecia Harper-Ihem, Clerk

By _____
Chairperson, Board of Supervisors

By _____
Deputy

FORM APPROVED COUNTY COUNSEL
BY: _____ 11/17/09
MARSHA L. VICTOR DATE

931

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

FROM: Riverside County Information Technology

SUBMITTAL DATE:
August 19, 2009

SUBJECT: Verizon Managed Conferencing Services Lease Agreement

RECOMMENDED MOTION: That the Board of Supervisors

1. Approve the use of AQMD funds for the first year implementation of eight (8) pilot sites at a cost of $125,000;
2. Approve and execute the attached five (5) year lease agreement with Verizon Business for Managed Conferencing Services at an amount not to exceed annual cost of $1,098,198;
3. Authorize the Purchasing Agent, in accordance with Ordinance No. 459.4, to sign amendments that do not change the substantive terms of the agreement;
4. Direct the Clerk of the Board to return two (2) original signed copies to Purchasing and Fleet Services;
5. Approve the Verizon Managed Conferencing Service as a County standard for audio, video and web conferencing to assure cost effectiveness, consistency and quality of service.

BACKGROUND:
(Continued on Page 2)

Matt Frymire, Chief Information Officer

FINANCIAL DATA				
	Current F.Y. Total Cost:	up to **$1,223,198**	**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: AQMD funds and user department budgets

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION: The proposed action obligates the County to $125,000 annually, for five years, using AQMD funds. Usage fees will apply and will be funded through user department budgets. In addition, departments may elect to expand the number of conferencing sites beyond the pilot program, up to a cost of $1,098,198 annually. Expanded services and applicable use fees will also be funded through user dept budgets.

County Executive Office Signature

APPROVE
BY: Jennifer L. Sargent

FORM APPROVED COUNTY COUNSEL Reviewed by CIO TEAM
BY: NEAL R. KIPNIS
By: Christopher Hans Mark Seiler, Assistant Director
Departmental Concurrence

☐ Consent ☒ Policy
☐ Consent ☒ Policy

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

ENTS FILED
CLERK OF THE BOARD

Prev. Agn. Ref.: 3.123 9/2/08 | **District:** all | **Agenda Number:** 3.81

The County has the opportunity to transition to a new, feature rich, and more effective conferencing service utilizing AQMD funds. The new service will be available to interested Departments at essentially the same cost as existing systems. The enhanced features and greater ease of use make this much more likely that Departments will increase their usage of video and audio conferencing and reduce the cost of travel to and from meetings.

The County currently has 126 separate video conferencing units installed for use by 12 Departments. Much of this equipment now goes unused and has surpassed the equipment's end-of-life. Recent fiscal issues, as well as higher gasoline prices, have refocused Departments to consider greater use of this technology. Video conferencing services now offer more enhanced tools and capabilities, making the application much more feasible, and enabling Departments to better meet their current and future business goals. For these same reasons, further emphasis is also being placed on audio and web-based conferencing.

Departments use audio conferencing regularly but have stated that in the past the current video service no longer meets their business needs, and has gone unused due to the lack of training, difficulty in use, lack of technical support available, poor video or audio quality, and unreliability of equipment or overall system.

A working group, made up of departments interested in the use of conferencing services, was established to review options for an enterprise conferencing solution. The committee agreed to pursue a managed conferencing option provided by Verizon Business through an existing CALNET2 agreement approved by the Board on September 2, 2008. The CALNET 2 contract is a statewide, competitively bid award which includes numerous communication technology offerings. After further discussions with Verizon Business, the working group agreed to move forward with this service as it met all presented requirements and offers best pricing for this service to the County.

The County would pay an annual subscription rate that provides the complete turn-key conferencing solutions required by the Departments without any initial capital outlay. The participating Departments then pay only for their use of the equipment and services that include:

- A Conferencing Attendant that sets up sessions and provides support (800 number). The Attendant also disconnects the session at the end of conference.
- A conference scheduling service (planned and unplanned)
- A roll-call, notifying the conference leader when all participants are present.
- Session logging regarding who attended and estimated mileage saved (AQMD credits)
- WebEx services for training, presentation and collaboration materials
- Audio services at a reduced rate than what the County pays currently
- Usage billing by Department
- Internet Protocol (IP) network connections
    - Better quality video and easier connectivity
    - Secure
- Video equipment that is updated as it ages.
    - No capital outlay
    - 5 year lease w/ $1 buyout or rollover to new lease.

It is important to note that cost savings is not always realized by the purchase of a managed conferencing service, as this service cost is comparable to purchasing the equipment outright. The savings to the County is realized in reduced support roles, typically handled by County employees today and reduced travel requirements. Additional savings potential exists for cost reimbursement by AQMD credits, which is not being reported today, and cannot be quantified at this time.

Based upon information provided by Departments, the use of these conferencing services can potentially save the County an estimated 16,800 hours of travel time and 1,944,000 miles traveled per year. The estimated productivity hours saved equates to approximately 8 full time equivalents. Assuming mileage reimbursement of .55 per mile, the estimated annual mileage reimbursement savings is **$1,069,200**.

This managed conferencing service also offers the ability to provide training over the web/Internet. The Human Resources Center for Government Excellence estimated that providing County mandatory training over the web/Internet can reduce roundtrips by 17,100 miles, versus travelling to the class. At an average of 66 miles per roundtrip, this yields an annual savings of 1,128,600 miles and **$620,730** in mileage reimbursement. Using an average of 90 minutes per roundtrip yields an annual productivity savings of 25,650 hours, or an estimated 12 full time equivalents.

Besides the potential of providing an additional 42,450 productivity hours and a cost savings amounting to **$1,689,930** annually, there is also cost savings in the value of the air quality credits achieved by reduction of vehicle trips. This service provides the reporting necessary to justify these air quality credits.

These potential dollar savings are based upon the full use of the conferencing services described above. The County needs to assure that employees fully utilize these services in order to realize these types of dollar savings. A culture change is imperative such that employees stop commuting to meetings and instead hold meetings, training and conferences, where ever feasible, using the conferencing services. As such, Verizon will work with the County to develop a communication and marketing plan for these new services. Given the overall poor history of video conferencing experiences here at the County, it is necessary to enact a culture change and get employees excited about using this service to its potential.

As sharing of sites is a major goal for the committee, it is recommended that the County strive to significantly reduce the number of conferencing sites currently used throughout the County. One of the requirements for using AQMD funding is that the site must be made available to other County Departments for their conferencing use. It is recommended that the Board approves the use of $125,000 from AQMD funds to upgrade or implement 8 sites as identified in Attachment A of this Form 11.

The committee is recommending that the Board of Supervisors approves the not to exceed expenditure of $1,098,198 for the Verizon Managed Conferencing Service to allow for optional expansion of this service by Departments. This dollar amount is based upon upgrading equipment and services for an estimated seventy-five (75) existing sites. Funding for each of these sites will be provided by Departments as part of their existing 09/10 fiscal year budget.

It is further recommended that the Verizon Managed Conferencing Service be designated a County standard for audio, video and web conferencing to assure consistency and quality of service, and that the County continues to receive the best pricing for this service provided by the economies of scale that the Statewide CALNET2 contract offers.

ATTACHMENT A

Recommended Sites for Use of AQMD Funding

1. Board of Supervisors Room – 4080 Lemon Street, Riverside, 92502
2. DPSS Administration – 4060 County Circle Drive, Riverside (Arlington), 92503
3. DPSS Staff Development - 22690 Cactus Avenue, Ste 100, Moreno Valley, 92555
4. DPSS Children Services Division - 541 San Jacinto St., Hemet, 92543
5. CAC Conference Room – 260 N. Broadway, Blythe, 92225
6. Mental Health Office – 19531 McLane Street, Suite B, Palm Springs, 92262
7. Monroe Building – 44199 Monroe Street, Indio, 92201
8. Center for Government Excellence* – 1115 Spruce Street, Riverside, 92507

* **This site will not offer shared conferencing services but will be the hub site for county web-based training.**

verizon

VERIZON CREDIT INC.

MASTER EQUIPMENT LEASE-PURCHASE AGREEMENT

(For Use with State and Local Governments)

Master Equipment Lease – Purchase

Agreement Date:_____

COUNTY OF RIVERSIDE CA (Lessee)		**VERIZON CREDIT INC.** (Lessor)	
Address:	4080 Lemon Street, 10th Floor, PO Box 1589		201 North Franklin St., Suite 3300
City/State/Zip:	RIVERSIDE, CA, 92502		Tampa, FL 33602
Telephone:	(951)955-6934		

For and in consideration of the mutual promises and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. ***Definitions.*** Unless the context otherwise clearly requires, the following terms shall have the respective meanings set forth below for all purposes of this Agreement, each Schedule and each Lease:

"Additional Payments" means any amounts (other than Rental Payments) required to be paid by Lessee pursuant to the terms of each Lease.

"Agreement" means this Master Equipment Lease-Purchase Agreement, as supplemented and amended from time to time as herein provided.

"After-Tax Basis" means, with respect to any Rental Payment, the amount of such Rental Payment supplemented by a further payment in an amount sufficient so that the sum of the two payments, after deduction of all Federal, state or local income taxes (and any interest or penalties thereon) resulting from the receipt of the two payments, shall be equal to the amount of such Rental Payment.

"Certificate of Acceptance" means, with respect to each Schedule, a certificate that Lessee delivers to Lessor upon Lessee's receipt and acceptance of the Equipment described in such Schedule and pursuant to which Lessor is directed by Lessee to, and against which Lessor does, allocate funds to pay the Purchase Price for such Equipment. Each Certificate of Acceptance with respect to a Schedule shall be in substantially the form attached as *Exhibit 5* to such Schedule, shall be completed, executed and delivered by Lessee to Lessor as provided in Paragraph 9 of this Agreement and shall have a Rental Payment Schedule and, with respect to a Tax–Exempt Lease only, Internal Revenue Service information reporting return attached thereto.

"Code" means the Internal Revenue Code of 1986, as amended. Each reference to a section of the Code herein shall be deemed to include the United States Treasury Regulations proposed or in effect thereunder.

"Determination of Taxability" means any determination, decision or decree by the Commissioner of Internal Revenue, or any District Director of Internal Revenue or any court of competent jurisdiction, or an opinion obtained by Lessor, of counsel qualified in such matters and reasonably acceptable to the Lessee, that an Event o Taxability shall have occurred. A Determination o Taxability also shall be deemed to have occurred on th first to occur of the following:

(a) the date when the Lessee files any statement, supplemental statement, or other tax schedule, return document, which discloses that an Event of Taxability sh have occurred;

(b) the date when Lessor or Lessee shall be advisec by the Commissioner of Internal Revenue or any Dist Director of Internal Revenue that an Event of Taxab shall have occurred; or

(c) the effective date of any Federal legislation enacted after the date of this Agreement that causes an Event of Taxability.

"Equipment" means (a) the equipment, vehicles, computer hardware and software (subject to any applicable software license agreement) and other tangible and intangible personal property (including maintenance and other support service agreements) identified in each Schedule, (b) any property acquired in substitution, renewal, repair or replacement for or as additions, improvements, accessions and accumulations to any of such equipment, vehicles, computer hardware and software (including later versions, updates, upgrades and modifications) and other personal property and (c) any accessories, parts and appurtenances appertaining or attached to any of such equipment, vehicles, computer hardware and software and other personal property or from time to time incorporated therein or installed thereon.

"Event of Default" is defined in Paragraph 24 of this Agreement.

"Event of Nonappropriation" means a nonrenewal of the term of a Lease by Lessee, determined by the failure or refusal of the governing body of Lessee to appropriate monies sufficient to pay the Rental Payments and

reasonably estimated Additional Payments for the next succeeding Renewal Term as provided in such Lease.

"Event of Taxability" with respect to any Rental Payment means:

(i) the application of the proceeds of the Lease in such manner that such Lease becomes an "arbitrage bond" within the meaning of Code section 103(c), and with the result that the interest portion of Rental Payments on such Lease is or becomes includable in Lessor's gross income (as defined in Code section 61); or

(ii) if as the result of any act, failure to act or use of the proceeds of any Lease or any misrepresentation or inaccuracy in any of the representations, warranties or covenants contained in any Agreement by Lessee or the enactment of any Federal legislation after the date of this Agreement, the interest portion of any Rental Payment is or becomes includable in Lessor's gross income (as defined in Code section 61).

"Fiscal Period" means the annual or biennial period used from time to time by Lessee for its financial accounting and budgeting purposes.

"Initial Term" means, with respect to each Lease, the period determined as provided in Paragraph 3 hereof.

"Lease" means, collectively, (a) a Schedule and the terms of this Agreement which are incorporated by reference into such Schedule, (b) the Certificate of Acceptance relating to such Schedule, together with the Attachments to such Certificate of Acceptance, and (c) each Addendum that describes this Agreement or the Lease to which such Addendum relates.

"Legally Available Funds" means funds that the governing body of Lessee duly appropriates or are otherwise legally available for the purpose of making Payments under each Lease.

"Lessee" means the entity referred to as Lessee in the heading for this Agreement.

"Lessor" means (a) the entity referred to as Lessor in the heading for this Agreement or (b) any assignee or transferee of any right, title or interest of Lessor in and to any Lease (including Rental Payments and the Equipment thereunder) pursuant to Paragraph 27 hereof, but does not include any entity solely by reason of that entity retaining or assuming any obligation of Lessor to perform under any Lease.

"Net Proceeds" means the amount remaining from the gross proceeds of any insurance claim or condemnation award after deducting all expenses (including attorneys' fees) incurred in the collection of such claim or award.

"Payments" means, with respect to each Lease, the Rental Payments and the Additional Payments thereunder, collectively.

"Prepayment Option Amount" means, with respect to each Lease, the amount determined pursuant to such Lease at which Lessee may prepay the aggregate principal component of Rental Payments thereunder on any Rental Payment date provided in such Lease for which a Prepayment Option Amount is identified under the column titled "PREPAYMENT OPTION AMOUNT" on the related Rental Payment Schedule prior to the scheduled payment of all Rental Payments to be paid under such Lease for the Equipment therein identified.

"Purchase Price" means, with respect to each Schedule, the total cost of the Equipment described in the Certificate of Acceptance related to such Schedule, including all delivery charges, installation charges, capitalizable consulting and training fees, legal fees, financing costs, motor vehicle registration fees, recording and filing fees and other costs necessary to vest full, clear legal title to such Equipment in Lessee, subject to the security interest granted to and retained by Lessor as set forth in the related Lease, and otherwise incurred in connection with the financing provided by the lease-purchase of the Equipment as provided in such Lease.

"Renewal Term" means, with respect to each Lease, each successive period, in addition to the applicable Initial Term, that is coextensive with Lessee's Fiscal Period and for which Lessee has extended the term of such Lease as provided therein.

"Rental Payments" means, with respect to each Lease, the amounts (allocable with respect to a Tax-Exempt Lease to a principal component and an interest component) payable by Lessee pursuant to such Lease, as payments for the installment financing of the Purchase Price for the Equipment as set forth in such Lease.

"Rental Payment Schedule" means, with respect to each Lease, the schedule of Rental Payments due with respect to the funds allocated for the payment of the Purchase Price under such Lease by Lessor at Lessee's direction pursuant to the related Certificate of Acceptance, calculated as provided in the related Schedule and attached as *Attachment 1* to such Certificate of Acceptance.

"Schedule" means a Lease Schedule that may be executed by Lessor and Lessee from time to time pursuant to this Agreement and, in the case of a Tax-Exempt Lease, in substantially the form attached to this Agreement as *Schedule A–1* or, in the case of a Taxable Lease, in substantially the form attached to this Agreement as *Schedule A–2* or *Schedule A-3,* together in each case with the Exhibits attached to each such Schedule.

"Schedule Funding Date" means the date identified by Lessor in its Acknowledgment to a Certificate of Acceptance on which Lessor allocated funds for the payment of the Purchase Price under the related Schedule at Lessee's direction.

"State" means the State under whose laws Lessee exists or is organized.

"Taxable Lease" means a Lease that is not a Tax-Exempt Lease.

"Tax-Exempt Lease" means a Lease for which the interest component of Rental Payments is excludible from gross income of the owner or owners thereof for federal income tax purposes.

"Vendor" means the manufacturer, seller or supplier of the Equipment and the agents or dealers of the manufacturer, seller or supplier from whom Lessee acquired and Lessor financed the Equipment pursuant to the applicable Schedule.

2. *Agreement to Lease-Purchase Equipment Under Each Lease*. Lessee hereby agrees to acquire, purchase and lease all the Equipment identified in each Schedule that may from time to time be executed by Lessor and Lessee pursuant hereto, and Lessor hereby agrees to lease the Equipment under each Schedule to Lessee, all on the terms and conditions set forth in this Agreement and the related Lease. Each Schedule executed and delivered by Lessor and Lessee pursuant to this Agreement and the related Certificate of Acceptance (including the Attachments thereto) shall constitute a separate and independent Lease.

This Agreement is not a commitment by Lessor to Lessee or to any Vendor to enter into any Schedule not currently in effect unless Lessee shall execute and deliver to Lessor a completed Schedule together with all Exhibits thereto each in form and substance and with terms acceptable to Lessor (in the exercise of its sole discretion) and only so long as the financial condition or affairs of Lessee shall not have changed so as, in the sole opinion of Lessor, to impair the credit risk to Lessor of the transaction contemplated by such Schedule.

Each Schedule, upon its execution by Lessor and Lessee, shall constitute a commitment by Lessor to finance Lessee's installment purchase and leasing of the Equipment therein described on the terms and subject to the conditions provided in such Schedule, and shall constitute a commitment by Lessee to obtain such financing from Lessor, but nothing in this Agreement or in such Schedule shall obligate Lessor to allocate funds for the payment of the Purchase Price under the related Lease as directed in any Certificate of Acceptance unless Lessee shall complete, execute and deliver to Lessor a Certificate of Acceptance with respect to Equipment at a Purchase Price and with Vendors acceptable to Lessor (in the exercise of its sole discretion) and only so long as the financial condition or affairs of Lessee shall not have changed so as, in the sole opinion of Lessor, to impair the credit risk to Lessor of the transaction contemplated by such Certificate of Acceptance; *provided, however,* that Lessor's approval of or failure to object to any Vendor shall not constitute or imply any representation by Lessor with respect to the quality or reliability of such Vendor.

This Agreement and any Schedule are, and in the case of a Certificate of Acceptance may be, entered into solely for the benefit of Lessor and Lessee and not for the benefit of any third party including (without limitation) any Vendors.

3. *Term*. The term of this Agreement begins as of the Master Equipment Lease-Purchase Agreement Date set forth above and will continue so long as any amount remains unpaid under a Lease. The Initial Term of each Lease begins as of the Schedule Funding Date identified by Lessor in the Certificate of Acceptance relating to such Lease and expires at midnight on the last day of Lessee's current Fiscal Period during which such Schedule Funding Date occurs. Beginning at the expiration of the applicable Initial Term, the term of each Lease shall automatically be extended upon the successive appropriation by Lessee's governing body of amounts sufficient to pay Rental Payments and reasonably estimated Additional Payments during the next succeeding Renewal Term in the number of Renewal Terms, each coextensive with Lessee's Fiscal Period, as are necessary for all Rental Payments identified in the pertinent Rental Payment Schedule to be paid in full, unless such Lease is terminated as provided therein.

The term of each Lease will expire upon the first to occur of

(a) the expiration of the Initial Term or any Renewal Term under such Lease during which an Event of Nonappropriation occurs,

(b) the day after the last scheduled Rental Payment under such Lease is paid in full,

(c) the day after the Prepayment Option Amount under such Lease is paid in full or

(d) an Event of Default under such Lease and a termination of Lessee's rights thereunder as provided therein.

4. *Rental Payments*. Lessee hereby agrees to pay Rental Payments for the Equipment identified in each Lease (but only from Legally Available Funds) to Lessor at Lessor's mailing address set forth above (or at such other address as may be designated from time to time pursuant to Paragraph 27 or 30 hereof) in the amounts provided in the pertinent Rental Payment Schedule. Rental Payments made by check will be accepted subject to collection.

Lessee's obligation to make Rental Payments and to pay any Additional Payments payable under each Lease constitutes a current obligation payable exclusively from Legally Available Funds and shall not be construed to be an indebtedness within the meaning of any applicable constitutional or statutory limitation or requirement. Lessee has not pledged its full faith and credit or its taxing power to make any Rental Payments or Additional Payments under any Lease.

5. *Agreement to Seek Appropriations; Notice of Event of Nonappropriation.* Lessee agrees that its primary business official will do all things lawfully within such official's power (a) to include amounts to make Payments under each Lease in each annual or biennial budget (as appropriate) to be submitted to Lessee's governing body and (b) to use best efforts to obtain and maintain funds from which Payments under each Lease may be made during each Fiscal Period for which amounts have been duly appropriated to make Payments. Lessee hereby agrees to notify Lessor immediately (and in no case later than 30 days prior to the last day of its then current Fiscal Period) of the occurrence of an Event of Nonappropriation under any Lease.

6. *Prepayment Option*. Lessee is granted the option pursuant to the applicable Lease to prepay the aggregate principal component of Rental Payments (in whole but not in part) identified in such Lease, prior to the scheduled payment of the Rental Payments in full pursuant to such Lease, on each Rental Payment date for which a Prepayment Option Amount is identified under the column titled "Prepayment Option Amount" in the applicable Rental Payment Schedule. Such prepayment amount shall equal the Prepayment Option Amount (assuming that all Rental Payments and Additional Payments due under such Lease on and prior to the prepayment date have been paid)

shown for the Rental Payment date on which such prepayment is to be effective under the column titled "Prepayment Option Amount" in the applicable Rental Payment Schedule. The aggregate principal component of Rental Payments may not be prepaid in whole or in part on any day prior to the first Rental Payment Date for which a "Prepayment Option Amount" is shown in the applicable Rental Payment Schedule, and the Prepayment Option Amount shown on any Rental Payment Schedule may include an amount representing premium.

To exercise the option provided in this Paragraph 6 and granted in a Lease, Lessee shall give Lessor a written notice exercising such option and designating the affected Lease, the Rental Payment date on which such prepayment is to be effective and the applicable Prepayment Option Amount, which notice shall be delivered to Lessor at least 30 days in advance of the proposed prepayment date. Such prepayment option may be exercised by Lessee with respect to a Lease whether or not one or more Events of Default have occurred and are then continuing under such Lease at the time of such exercise; provided, however, that the prepayment of such principal component of Rental Payments under the applicable Lease upon the exercise of such option during the continuance of an Event of Default thereunder shall not limit, reduce or otherwise affect liabilities or obligations that Lessee has incurred as a result of such Event of Default or otherwise terminate the term of the affected Lease notwithstanding anything in such Lease to the contrary.

Immediately upon any such prepayment being made, Lessor shall execute all documents reasonably necessary to confirm in Lessee title in and to the Equipment under the affected Lease free and clear of any lien, encumbrance or other interest created by Lessor, but without warranties and in "where-is, as-is" condition, and release Lessor's security interest in such Equipment and shall deliver such documents to Lessee. Lessor shall further cooperate in providing for the filing of any necessary releases, termination statements or other similar documents and the release of certificates of title or certificates of origin to Lessee.

7. *Essentiality*. Lessee's present intention is to make Rental Payments and Additional Payments under each Lease for the Initial Term and all Renewal Terms applicable thereto as long as it has Legally Available Funds. In that regard, Lessee represents with respect to each Lease that (a) the use and operation of the Equipment under each Lease is essential to its proper, efficient and economic governmental operation and (b) the functions performed by the Equipment under each Lease could not be transferred to other equipment available for its use.

8. *Nonsubstitution*. If Lessor terminates a Lease pursuant to Paragraph 25 or an Event of Nonappropriation occurs with respect to a Lease, Lessee agrees, to the extent not prohibited by law, not to purchase, lease, rent or otherwise acquire equipment performing functions similar to those performed by the Equipment described in such Lease or obtain from any source the services or information that the Equipment described in such Lease was to perform or provide, in each case for a period equal to the shorter of (a) the longest period (if any) permitted by State law for such purpose or (b) 360 days after such termination or occurrence.

9. *Delivery and Installation*. Lessee shall select the type, quantity and Vendor of each item of Equipment designated in a Schedule. Once Lessor and Lessee have executed the related Schedule, Lessee (as Lessor's agent for this purpose) shall then order the Equipment identified in such Lease from such Vendor. Any existing purchase order at the time a Schedule is executed for any portion of the Equipment therein identified and any purchase order thereafter executed shall be deemed to be executed by Lessee in its capacity as Lessor's agent for purposes of such Schedule. Lessor shall have no liability for any delay in delivery or failure by the Vendor to deliver any Equipment under any Schedule or to fill any purchase order or meet the conditions thereof. Lessee, at its expense, will pay or cause the Vendor to pay all transportation, packing, taxes, duties, insurance, installation, testing and other charges relating to the Equipment under each Schedule. As soon as practicable after Lessee's receipt and installation of all Equipment identified in a Schedule, Lessee shall deliver to Lessor a Certificate of Acceptance relating thereto. Execution of a Certificate of Acceptance with respect to the Equipment identified in a Schedule by any employee, official or agent of Lessee having authority in the premises or having managerial, supervisory or procurement duties with respect to equipment of the same general type as the Equipment described in such Certificate of Acceptance shall constitute acceptance of such Equipment on behalf of Lessee. If Lessee delivers a completed and executed Certificate of Acceptance to Lessor that is in form and substance acceptable to Lessor and satisfies the conditions for allocation of funds for the payment of the Purchase Price under the related Lease, including those provided in the third paragraph of Paragraph 2 of this Agreement, Lessor shall within 5 business days allocate such funds as directed by Lessee in such Certificate of Acceptance, complete and execute the Acknowledgment of Lessor included in such Certificate of Acceptance and calculate and prepare the Rental Payment Schedule to be attached to such Certificate of Acceptance all of which shall constitute and be part of the related Lease.

Lessee understands and agrees that neither the Vendor of any Equipment under any Schedule or related purchase order, nor any salesman or other agent of any such Vendor, is an agent of Lessor. No salesman or agent of the Vendor of any Equipment under any Schedule or related purchase order is authorized to waive or alter any term or condition of any such Schedule or related purchase order, and no representation as to Equipment or any other matter by the Vendor of any Equipment under any Schedule or related purchase order shall in any way affect Lessee's duty to pay the Rental Payments under the related Lease and perform its other obligations as set forth in such Lease. Lessee hereby acknowledges that it has or will have selected the Equipment identified in each Schedule using its own criteria and not in reliance on any representations of Lessor.

10. *Disclaimer of Warranties*. **LESSOR, NOT BEING THE MANUFACTURER, SELLER OR SUPPLIER OF ANY OF THE EQUIPMENT**

UNDER ANY SCHEDULE, NOR A DEALER IN ANY OF SUCH EQUIPMENT, HAS NOT MADE AND DOES NOT MAKE ANY WARRANTY, REPRESENTATION OR COVENANT, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATEVER, INCLUDING BUT NOT LIMITED TO: THE MERCHANTABILITY OF THE EQUIPMENT OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, THE DESIGN OR CONDITION OF THE EQUIPMENT, THE QUALITY OR CAPACITY OF THE EQUIPMENT, THE WORKMANSHIP IN THE EQUIPMENT, COMPLIANCE OF THE EQUIPMENT WITH THE REQUIREMENT OF ANY LAW, RULE, SPECIFICATION OR CONTRACT PERTAINING THERETO, PATENT INFRINGEMENT OR LATENT DEFECTS. NOTHING HEREIN SHALL MODIFY LESSEE'S RIGHTS AGAINST THE VENDOR OF ANY EQUIPMENT. Lessee accordingly agrees not to assert any claim whatsoever against Lessor based thereon. Lessee further agrees, regardless of cause, not to assert any claim whatsoever against Lessor for any direct, indirect, consequential, incidental or special damages or loss of any classification. Lessor shall have no obligation to install, erect, test, adjust, service or maintain any Equipment under any Lease. Lessee shall look solely to the manufacturer, seller and/or supplier for any and all claims related to any and all of the Equipment. LESSEE ACQUIRES, PURCHASES AND LEASES THE EQUIPMENT "WHERE-IS, AS IS" AND "WITH ALL FAULTS."

Lessor hereby acknowledges that, so long as no Event of Default or Event of Nonappropriation has occurred and is continuing under a Lease, the warranties (if any) of the manufacturer, seller and/or supplier of the Equipment under such Lease are for the benefit of Lessee.

11. *Title to Equipment*. During the term of each Lease, title to the Equipment identified therein shall be vested in Lessee, subject in the case of software or other intellectual property to the terms of any relevant license or sublicense agreement, subject to the rights of Lessor under such Lease, unless Lessor terminates such Lease pursuant to Paragraph 25 hereof as provided in such Lease or an Event of Nonappropriation occurs with respect to such Lease, in which event title to the Equipment identified in such Lease shall immediately vest in Lessor free and clear of any right, title or interest of Lessee. Lessee, at its expense, will protect and defend Lessee's title to the Equipment identified in each Lease and Lessor's rights and interests therein and will keep the Equipment under each Lease free and clear from any and all claims, liens, encumbrances and legal processes of Lessee's creditors and other persons. All items of Equipment shall at all times be and remain personal property notwithstanding that any such Equipment may now or hereafter be affixed to realty.

12. Tax Covenants Applicable Only to Tax-Exempt Leases; Tax Indemnity Payments. Lessee agrees that it has not taken and will not take any action that may cause the interest component of Rental Payments under any Tax-Exempt Lease to be or to become includible in the gross income of the owner or owners thereof for federal income tax purposes, nor has it or will it omit to take or cause to be taken, in a timely manner, any action, which omission may cause the interest component of Rental Payments under any Tax-Exempt Lease to be or to become includible in the gross income of the owner or owners thereof for federal income tax purposes. Lessee agrees to execute and deliver to Lessor, upon Lessor's request, a tax certificate and agreement ("Tax Certificate") in substantially the form attached to this Agreement as Exhibit 7, relating to the establishment and maintenance of the excludibility from gross income of the interest component of Rental Payments under any Tax-Exempt Lease for federal income tax purposes.

If an Event of Taxability occurs, Lessee agrees to pay promptly after any Determination of Taxability and on each Rental Payment date thereafter to Lessor an additional amount determined by Lessor to compensate on an After-Tax Basis such owner or owners for the loss of excludability from gross income (including, without limitation, compensation relating to inclusion of such amounts in gross income for federal, state and local tax purposes, interest expense, penalties or additions to tax), which determination shall be conclusive (absent manifest error). Notwithstanding anything herein to the contrary, any additional amount payable by Lessee pursuant to this Paragraph 12 as provided in a Tax-Exempt Lease shall be payable solely from Legally Available Funds.

It is Lessor's and Lessee's intention that each Tax-Exempt Lease not constitute a "true" lease for federal income tax purposes and, therefore, it is Lessor's and Lessee's intention that Lessee be considered the owner of the Equipment under each Tax-Exempt Lease for federal income tax purposes; *provided, however,* that nothing in this paragraph shall affect the characterization of the transactions contemplated by each Lease for State law purposes. It is also Lessor's and Lessee's intention that the interest portion of the Rental Payments received by Lessor with respect to any Tax Exempt Lease be and remain excludable from gross income for purposes of federal income tax.

This Paragraph 12 shall be inapplicable and of no force or effect with respect to any Taxable Lease.

13. *Use of Equipment, Inspection and Reports*. During the term of each Lease, Lessee shall be entitled to quiet enjoyment of the Equipment identified therein and may possess and use the Equipment in accordance with such Lease, *provided* that Lessee is in compliance in all respects with the terms of such Lease and that such possession and use are in conformity with all applicable laws, any insurance policies and any installation requirements (including environmental specifications) or warranties of the manufacturer, seller and/or supplier with respect to the Equipment identified in such Lease. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment under each Lease. Lessor shall have the right, upon reasonable prior notice to Lessee and during regular business hours, to inspect the Equipment at the premises of Lessee or wherever the Equipment may be located. Lessee shall promptly notify Lessor of any alleged encumbrances on the Equipment identified in any Lease or any accident allegedly resulting from the use or operation thereof or any claim relating thereto.

During the term of each Lease and at Lessor's request, Lessee shall provide Lessor, no later than 10 days prior to the end of each Fiscal Period (commencing with the Lessee's first Fiscal Period during which a Schedule Funding Date occurs), with current budgets or other proof of appropriation for the ensuing Fiscal Period and such other information relating to Lessee's ability to continue the

term of each Lease for the next succeeding Renewal Term as may be reasonably requested by Lessor.

During the term of each Lease and at Lessor's request, Lessee shall furnish or cause to be furnished to Lessor, at Lessee's expense, as soon as available and in any event not later than 180 days after the close of each Fiscal Period, the audited financial statements of Lessee as at the close of and for such Fiscal Period, all in reasonable detail, audited by and with the report of Lessee's auditor.

During the term of each Lease and at Lessor's request, Lessee shall promptly furnish to Lessor a list of those officials or officers of Lessee who are duly authorized to execute and deliver, for and on behalf of Lessee, this Agreement, any Schedule or any Certificate of Acceptance or otherwise perform acts and execute documents and agreements relating to any Lease.

14. *Security Agreement; Further Assurances.* To secure the performance of all of Lessee's obligations under each Schedule and the related Lease, Lessee grants to Lessor, and Lessor shall have and retain, a security interest constituting a first and exclusive lien on the Equipment delivered under each respective Lease, on all attachments, repairs, replacements and modifications thereto or therefor and on any proceeds therefrom; *provided, however,* that such grant of a security interest shall not apply with respect to any portion of Equipment consisting of computer software that is subject to a license that prohibits such grant of a security interest with respect to the licensed software. Any portion of Equipment consisting of computer software that is subject to such a prohibition in the related license shall be subject to such separate rights and remedies as may be agreed upon by Lessor and Lessee with the consent of the software licensor. Lessee agrees to execute and deliver such additional documents, including, without limitation, financing statements, certificates of title or certificates of origin (or applications therefor) noting Lessor's interest thereon, opinions of counsel, notices and similar instruments, in form satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain its security interest in the Equipment under each Lease or for the confirmation or perfection of each Lease and Lessor's rights under each Lease. Upon the occurrence of an Event of Default or an Event of Nonappropriation under a Lease or in the event that Lessee refuses or is otherwise unwilling to execute and file financing statements to which Lessor is entitled in accordance with such Lease within ten days after Lessor's written request to Lessee therefor, Lessor is authorized to file financing statements signed only by Lessor in accordance with the applicable Uniform Commercial Code or signed by Lessor as Lessee's attorney-in-fact.

15. *Risk of Loss.* All risk of loss, damage, theft or destruction to each item of Equipment under each Schedule and each Lease shall be borne by Lessee. No such loss, damage, theft or destruction of the Equipment under any Lease, in whole or in part, shall impair the obligations of Lessee under any Lease (including, but not limited to, the obligation to pay Rental Payments under each such Lease when due), all of which shall continue in full force and effect subject to the terms of the applicable Lease. If (a) the Equipment or any portion thereof under a Lease is destroyed (in whole or in part) or is damaged by fire or other casualty or (b) title to, or the temporary use of, the Equipment or any part thereof under a Lease is taken under the exercise of the power of eminent domain, Lessee shall immediately notify Lessor. Lessee and Lessor shall cause the Net Proceeds of any insurance claim or condemnation award to be applied, at Lessor's option, to (i) the prompt repair, restoration, modification or replacement of the Equipment so affected or (ii) the payment in full of any then applicable Prepayment Option Amount. Any balance of Net Proceeds remaining after completion of such work or payment of such Prepayment Option Amount shall be paid promptly to Lessee. If the Net Proceeds are insufficient to pay the costs of such repair, restoration, modification or replacement or to pay such Prepayment Option Amount in full, Lessee shall, at Lessor's direction, either complete the work or pay any then applicable Prepayment Option Amount in full and in either case pay any cost in excess of the amount of Net Proceeds, but only from Legally Available Funds.

16. *Insurance.* In the event that Lessee is not self-insured as hereinafter provided, Lessee, at its expense, shall throughout the term of each Lease keep the Equipment thereunder insured against theft, fire, collision (in the case of vehicles) and such other risks as may be customary for each item of Equipment in the amounts and for the coverage set forth in *Exhibit 1* to the applicable Schedule, with carriers acceptable to Lessor, under a policy or policies containing a loss payable endorsement in favor of Lessor, and affording to Lessor such additional protection as Lessor shall reasonably require. Lessee shall further, at its expense, maintain in effect throughout the term of each Lease a policy or policies of comprehensive public liability and property damage insurance in the amounts and for the coverage set forth in *Exhibit 1* to the applicable Schedule, with carriers satisfactory to Lessor. All such insurance shall name Lessor as an additional insured. The policies required hereby shall provide that they may not be canceled or materially altered without at least 30 days prior written notice to Lessor. Lessee shall deliver to Lessor copies or other evidence satisfactory to Lessor of each insurance policy and each renewal thereof. Failure by Lessor to request evidence of such insurance policies or renewals, or otherwise to verify the existence of such insurance, shall not constitute a waiver of the requirements hereof. Lessor shall have the right, on behalf of itself and Lessee, to make claim for, receive payment of and execute and endorse all documents, checks or drafts received in payment for loss or damage under said insurance policies. If Lessee is self-insured with respect to equipment such as the Equipment under a Lease, Lessee shall maintain during the term of such Lease an actuarially sound self-insurance program in form satisfactory to Lessor and shall provide evidence thereof in form and substance satisfactory to Lessor.

17. *Maintenance and Repairs.* Lessee shall use the Equipment under each Lease in a careful and proper manner, in compliance with all applicable laws and regulations and, at its expense, keep and maintain the Equipment under each Lease in good repair and working order, performing all maintenance and servicing necessary

to maintain the value and utility of the Equipment, reasonable wear and tear excepted. Without the prior written consent of Lessor, Lessee shall not make any alterations, modifications or attachments to the Equipment under any Lease which cannot be removed without materially damaging the functional capabilities, economic value or utility of such Equipment. In the event that the Equipment includes or consists of software (i) Lessee shall at its expense possess and use the software in accordance with all of the terms, conditions and restrictions of any license or sublicense entered into with the owner/vendor or licensor of such software and if the license or sublicense restricts any provision of this Agreement without the licensor's consent, then Lessee shall assist Lessor, if so requested, in obtaining such consent, (ii) as due consideration for Lessor's payment of the price for the license and software and for providing the software to Lessee at a lease rate, Lessee agrees that Lessor is leasing the software to Lessee, and (iii) Lessee shall, at its own expense, pay promptly when due all servicing fees, maintenance fees, update and upgrade costs, modification costs, and all other costs and expenses relating to the license and software, and shall maintain the license in effect during the term of this Agreement.

18. ***Taxes.*** Unless Lessee has provided Lessor with evidence necessary to sustain an exemption therefrom, Lessee shall timely pay all assessments, license fees, taxes (including sales, use, excise, personal property, ad valorem, stamp, documentary and other taxes) and all other governmental charges, fees, fines or penalties whatsoever, whether payable by Lessor or Lessee, now or hereafter imposed by any governmental body or agency on or relating to the Equipment under each Lease, the Rental Payments under each Lease or the use, registration, rental, shipment, transportation, delivery, ownership or operation of the Equipment under each Lease and on or relating to each Lease; *provided, however,* that the foregoing shall not include any federal, state or local income or franchise taxes of Lessor; *provided further, however*, that nothing in the preceding proviso shall be interpreted to modify in any way Paragraph 12 hereof.

19. ***Lessor's Performance of Lessee's Obligations.*** If Lessee shall fail duly and promptly to perform any of its obligations under a Lease, Lessor may, at its option, perform any act or make any payment that Lessor deems necessary for the maintenance and preservation of the Equipment under such Lease and Lessor's interests therein, including, but not limited to, payments for satisfaction of liens, repairs, taxes, levies and insurance. All expenses incurred by Lessor in performing such acts and all such payments made by Lessor together with late charges described in Paragraph 20 below as provided in each Lease, and any reasonable legal fees incurred by Lessor in connection therewith, shall be payable by Lessee to Lessor on demand. The performance of any act or payment by Lessor as aforesaid shall not be deemed a waiver or release of any obligation or default on the part of Lessee.

20. ***Late Charges.*** Should Lessee fail to duly pay any part of any Rental Payment or other sum to be paid to Lessor under a Lease (including, but not limited to, any amounts due as a result of Lessor's exercise of its rights under Paragraph 25 hereof) within 10 days after the date on which such amount is due under such Lease, then Lessee shall pay to Lessor late charges on such delinquent payment from the due date thereof until paid at the rate of 6% per annum or the highest rate permitted by law, whichever is less.

21. ***Indemnification.*** Lessee assumes liability for, agrees to and does hereby indemnify, protect and keep harmless Lessor and its agents, employees, officers, directors, parents, subsidiaries, affiliates and stockholders from and against any and all liabilities, obligations, losses, damages, injuries, claims, demands, penalties, actions, costs and expenses (including reasonable attorney's fees), of whatsoever kind and nature, arising out of the use, condition (including, but not limited to, latent and other defects and whether or not discoverable by Lessee or Lessor), operation, ownership, selection, delivery, storage, leasing or return of any item of Equipment, regardless of where, how and by whom operated, or any failure on the part of Lessee to accept the Equipment under any Lease or otherwise to perform or comply with any conditions of any Lease. Lessee is an independent contractor and nothing contained in any Lease shall authorize Lessee or any other person to operate any item of Equipment so as to incur or impose any liability or obligation for or on behalf of Lessor. ***Notwithstanding anything in any Lease to the contrary, any indemnity amount payable by Lessee as described in this Paragraph 21 and as provided in the applicable Lease shall be payable solely from Legally Available Funds and only to the extent authorized by law.***

22. ***No Offset; Unconditional Obligation.*** Each Lease is "triple net" and Lessee's obligation to pay all Rental Payments and Additional Payments under each Lease shall be absolute and unconditional under any and all circumstances subject to the terms and conditions of each Lease. Without limiting the generality of the foregoing, Lessee shall not be entitled to any abatement of rent or reduction thereof or setoff against rent, including, but not limited to, abatements, reductions or setoffs due to any present or future claims of Lessee against Lessor under any Schedule, any Lease, under this Agreement or otherwise; nor, except as otherwise expressly provided in a Lease, shall any Lease terminate, or the respective obligations of Lessor or Lessee be otherwise affected, by reason of any failure of the Equipment under such Lease to perform in the manner or to the extent that Lessee anticipated or to achieve cost or other savings that Lessee anticipated, any defect in or damage to or loss or destruction of all or any of the Equipment under any Lease from whatsoever cause, the taking or requisitioning of the Equipment under any Lease by condemnation or otherwise, the lawful prohibition of Lessee's use of the Equipment under any Lease, the interference with such use by any private person or corporation, the invalidity or unenforceability or lack of due authorization or other infirmity of this Agreement, any Schedule or any Lease, or lack of right, power or authority of Lessor to enter into this Agreement, any Schedule or any Lease or any insolvency, bankruptcy, reorganization or similar proceedings by or against Lessor or Lessee or for any other cause whether similar or dissimilar to the foregoing, any present or future

law to the contrary notwithstanding, it being the intention of the parties hereto that the Rental Payments and Additional Payments payable by Lessee under each Lease shall continue to be payable in all events unless the obligation to pay the same shall expire or be terminated pursuant to such Lease (including upon the occurrence of an Event of Nonappropriation thereunder) or until the Equipment thereunder has been returned to the possession of Lessor as provided in such Lease (for all purposes of each Lease, any item of Equipment shall not be deemed to have been returned to Lessor's possession until all of Lessee's obligations with respect to the return, transportation and storage thereof have been performed). To the extent permitted by applicable law, Lessee hereby waives any and all rights that it may now have or that at any time hereafter may be conferred upon it, by statute or otherwise, to terminate, cancel, quit or surrender any Lease or any of the items of Equipment thereunder, except in accordance with the express terms of each Lease.

23. *Representations and Warranties of Lessee.* Lessee hereby represents and warrants to and agrees with Lessor that:

(a) Lessee is a state or a political subdivision thereof eligible to issue a State or local bond as such terms are used in Section 103 of the Code.

(b) Lessee has the power and authority under applicable law to enter into the transactions contemplated by this Agreement, each Schedule and each Lease and has been duly authorized to execute and deliver this Agreement and each Lease and to carry out its obligations under each Schedule and each Lease.

(c) All requirements have been met and procedures have occurred in order to ensure the enforceability of this Agreement, each Schedule and each Lease, and Lessee has complied with such public bidding requirements, if any, as may be applicable to the transactions contemplated by this Agreement, each Schedule and each Lease.

(d) Lessee is not subject to any legal or contractual limitation or provision of any nature whatsoever that in any way limits, restricts or prevents Lessee from entering into this Agreement, any Schedule or any Lease or performing any of its obligations under this Agreement, any Schedule or any Lease, except to the extent that such performance may be limited by bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally.

(e) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, known to be pending or threatened against or affecting Lessee, nor to the best knowledge of Lessee is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by this Agreement, any Schedule, any Lease or any other agreement or instrument to which Lessee is a party and which is used or contemplated for use in the consummation of the transactions contemplated by this Agreement, any Schedule or any Lease. All authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery by Lessee of this Agreement, each Schedule and each Lease or in connection with the carrying out by Lessee of its obligations hereunder and thereunder have been obtained, except with respect to annual or biennial budgeting and appropriation procedures as required by State law relating to each Lease.

(f) The entering into and performance of this Agreement, each Schedule and each Lease will not violate any judgment, order, law or regulation applicable to Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon any assets of Lessee or on the Equipment under any Lease pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument to which Lessee is a party or by which it or its assets may be bound, except as provided in each Lease with respect to the granting of security interests in and to the Equipment therein described.

(g) Lessee is acquiring the Equipment under each Schedule and the related Lease for use within its geographical boundaries.

(h) The useful life of the Equipment identified in each Schedule will not be less than the stated full term of the applicable Lease, including all contemplated Renewal Terms.

(i) Lessee expects to have made sufficient appropriations or expects to have other Legally Available Funds to pay all Rental Payments due during the Initial Term under each Lease.

(j) During the five years prior to the date hereof, Lessee has not failed (for whatever reason) to appropriate amounts sufficient to pay its obligations that are subject to annual or biennial appropriation.

24. *Events of Default.* Each of the following events constitutes an *"Event of Default"* with respect to a Lease:

(a) Lessee fails to pay in full the Rental Payment due under such Lease on any date upon which such Rental Payment is due;

(b) Lessee fails to comply with any other agreement or covenant of Lessee under such Lease for a period of 30 days following receipt of written notice of violation of such agreement or covenant and demand that such violation be remedied;

(c) Lessee institutes any proceedings under any bankruptcy, insolvency, reorganization or similar law or a receiver or similar officer is appointed for Lessee or any of its property;

(d) any warranty, representation or statement made in writing by or on behalf of Lessee in connection with such Lease is found to be incorrect or misleading in any material respect on the date made;

(e) actual or attempted sale, lease or encumbrance of any of the Equipment under such Lease or the making of any levy, seizure or attachment thereof or thereon; or

(f) any event of default occurs under any other Lease.

25. *Repossession and Lessor's Other Rights Upon Event of Default or Event of Nonappropriation.* Immediately upon the occurrence of an Event of Default

under a Lease or immediately after the expiration of the Initial Term or any Renewal Term under a Lease during which an Event of Nonappropriation occurs, Lessor may terminate the affected Lease or Lessee's rights thereunder (including with respect to software terminating any liens and any right and license of Lessee to use the software) and in any such event repossess the Equipment under such Lease, which Lessee hereby agrees, at its expense, to surrender promptly to Lessor at such location in the continental United States as Lessor shall direct. Such right of repossession and other rights as specifically provided in this Paragraph 25 shall constitute the sole remedies for Lessee's failure to make payments or otherwise perform its obligations when required under a Lease. If Lessor is entitled to repossess the Equipment under a Lease, Lessee shall permit Lessor or its agents to enter the premises where the affected Equipment is then located. In the event of any such repossession, Lessee shall execute and deliver such documents as may reasonably be required to transfer title to and possession of the Equipment under the affected Lease to Lessor, free and clear of all liens and security interests to which such Equipment may have become subject.

Any termination of a Lease at Lessor's option as described in this Paragraph 25 and as provided in the applicable Lease shall take effect at the end of the Initial Term or the Renewal Term then in effect under such Lease, unless Lessor (at its option) elects to terminate such Lease on an earlier date.

Upon repossession, if the Equipment under the affected Lease is damaged or otherwise made less suitable for the purposes for which it was manufactured than when delivered to Lessee (reasonable wear and tear excepted), Lessee agrees, at its option, to: (a) repair and restore such Equipment to the same condition in which it was received by Lessee (reasonable wear and tear excepted) and, at its expense, promptly return such Equipment to Lessor (or to a location identified in a written notice to Lessee) or (b) pay to Lessor the actual costs of such repair, restoration and return.

If Lessor terminates a Lease as described in this Paragraph 25 and as provided in the applicable Lease or an Event of Nonappropriation occurs under a Lease and Lessee continues to use the Equipment after the Initial Term or any Renewal Term under such Lease during which the Event of Default or Event of Nonappropriation occurs or if Lessee otherwise refuses to pay Rental Payments due during a Renewal Term under a Lease for which Lessee's governing body has appropriated sufficient Legally Available Funds to pay such Rental Payments, Lessor shall be entitled to bring such action at law or in equity to recover damages attributable to such holdover period for the Equipment subject to such Lease that Lessee continues to use or to the remainder of such Renewal Term under such Lease for which such appropriations have been made.

Lessor shall also be entitled to exercise any or all remedies available to a secured party under the applicable Uniform Commercial Code and all other rights and remedies that Lessor may have at law or in equity. Upon termination of a Lease (whether as a result of the occurrence of an Event of Default or an Event of Nonappropriation) under which the financed Equipment included computer software, the license relating to such software shall terminate and Lessee shall cease use and return such computer software as provided in the related license or otherwise. Lessee shall delete from its system all software then installed, destroy such software or any copies, duplicates or records thereof and not retain or continue to use anything constituting software in any form.

No right or remedy conferred upon or reserved to Lessor as described herein and as provided in each Lease is exclusive of any right or remedy herein or in any Lease or at law or in equity or otherwise provided or permitted, but each shall be cumulative of every other right or remedy given as described herein and as provided in each Lease or now or hereafter existing at law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time.

No waiver of or delay or omission in the exercise of any right or remedy as described herein and as provided in each Lease or otherwise available to Lessor shall impair, affect or be construed as a waiver of its rights thereafter to exercise the same. Any single or partial exercise by Lessor of any right hereunder or with respect to any Lease shall not preclude any other or further exercise of any right as described herein and as provided in each Lease. The exercise of any right or remedy herein provided with respect to a Lease shall not relieve Lessee of any other obligations under any other Lease or the Equipment identified therein.

26. *No Sale, Assignment or Other Disposition by Lessee.* Lessee agrees not to (a) sell, assign, transfer, lease, sublease, pledge or otherwise encumber or suffer a lien or encumbrance upon or against any interest in this Agreement, any Lease or the Equipment under any Lease, (b) remove the Equipment from its Equipment Location identified in the applicable Schedule, and in the case of intangible property (including software) shall not be duplicated and used in another location, or (c) enter into any contract or agreement with respect to the use and operation of any of the Equipment under any Lease by any person other than Lessee, without Lessor's prior written consent in each instance. Lessee shall at all times remain liable for the performance of the covenants and conditions on its part to be performed, notwithstanding any assigning, transferring or other conveyance that may be made with such consent. Lessee shall take no action that may adversely affect the excludibility from gross income for federal income tax purposes of any portion of the interest component of the Rental Payments under any Tax-Exempt Lease.

27. *Assignment by Lessor.* Lessor may, at any time and from time to time without Lessee's consent, assign, transfer or otherwise convey all or any part of its interest in the Equipment under any Lease or any Lease, including Lessor's rights to receive the Rental Payments or any part thereof under any Lease (in which event Lessee agrees to make all Rental Payments under the affected Lease thereafter to the assignee designated by Lessor), to terminate any Lease or Lessee's rights under any Lease and to repossess the Equipment and exercise Lessor's

other rights and remedies under each Lease; *provided, however,* that any such assignment, transfer or conveyance to a trustee for the benefit of owners of certificates of participation shall be made in a manner that conforms to any applicable State law. Nothing in this Paragraph 27 shall be construed, however, to prevent Lessor from executing any such assignment, transfer or conveyance with respect to a Lease that does not involve funding through the use of certificates of participation within the meaning of applicable State law, including any such assignment, transfer or conveyance as part of a multiple asset pool to a partnership or trust, interests in which are offered and sold in a private placement or limited offering only to investors whom Lessor reasonably believes are qualified institutional buyers or accredited investors within the meaning of the applicable federal securities law; *provided, however,* that in any event, Lessee shall not be required to make Rental Payments under any Lease, to send notices or to otherwise deal with respect to matters arising under any Lease with or to more than one individual or entity with respect to each Lease. No assignment, transfer or conveyance permitted by this Paragraph 27 with respect to a Lease shall be effective until Lessee shall have been given a written notice of assignment that discloses the name and address of each such assignee; *provided, however,* that if such assignment is made to a bank or trust company as trustee or paying agent for owners of certificates of participation, trust certificates or partnership interests with respect to the Rental Payments payable under any Lease, it shall thereafter be sufficient that a copy of the agency or trust agreement shall have been deposited with Lessee until Lessee shall have been advised that such agency or trust agreement is no longer in effect. During the term of this Agreement, Lessee shall keep, or cause to be kept, a complete and accurate record of all such assignments with respect to each Lease in form necessary to comply with Section 149 of the Code with respect to Tax-Exempt Leases and Section 165(f) of the Code with respect to Taxable Leases. Lessee agrees, if so requested, to acknowledge each such assignment in writing within 15 days after request therefor, but such acknowledgment shall in no way be deemed necessary to make any assignment effective. Lessee further agrees that any monies or other property received by Lessor as a result of any such assignment, transfer or conveyance shall not inure to Lessee's benefit.

28. *Costs.* Lessee shall pay to Lessor all costs and expenses, including reasonable attorney's fees and costs related to repossession of the Equipment under any Lease (including, without limitation, the costs and expenses to deliver possession of the Equipment under such Lease to such location as Lessor directs pursuant to Paragraph 25 hereof) and the exercise of remedies with respect to each Lease, incurred by Lessor in enforcing any of the terms, conditions or provisions of each Lease.

29. *Severability.* If any provision of this Agreement or any Lease is or becomes invalid, illegal or unenforceable, such invalidity, illegality or unenforceability will not affect the other provisions of this Agreement or any such Lease, which shall be valid and enforceable to the fullest extent permitted by law.

30. *Notices.* All notices, reports and other documents provided for in this Agreement, any Schedule or any Lease shall be deemed to have been given or made when delivered (including by facsimile transmission) or three days after being mailed by certified mail, postage prepaid, addressed to Lessor or Lessee at their respective mailing addresses set forth above or such other addresses as either of the parties hereto may designate in writing to the other from time to time for such purpose.

31. *Amendments.* This Agreement, each Schedule (including the Exhibits attached thereto), each Certificate of Acceptance (including the Attachments thereto) and any Addendum relating hereto constitute the entire agreement between Lessor and Lessee with respect to the Equipment therein described and the subject matter hereof and thereof. No term or provision of this Agreement, any Schedule, any Certificate of Acceptance, any such Addendum or any Lease may be changed, waived, amended or terminated except by a written agreement signed by both Lessor and Lessee, except that Lessee may adjust the amount financed to the extent provided in each Schedule and Lessor may (a) adjust the annual interest rate for a Rental Payment Schedule to the extent provided in the related Schedule and (b) insert the serial number and additional description details in any Schedule of any item of Equipment after delivery thereof.

32. *Construction.* This Agreement, each Schedule and each Lease shall in all respects be governed by and construed in accordance with the laws of the State. The titles of the Paragraphs of this Agreement are for convenience only and shall not define or limit any of the terms or provisions hereof. Time is of the essence with respect to this Agreement, each Schedule and each Lease in each of their respective provisions.

33. *Parties; Survival of Certain Obligations and Indemnities.* (a) The provisions of this Agreement and each Lease shall be binding upon, and (subject to the limitations of Paragraphs 26 and 27 hereof) shall inure to the benefit of, the respective assignees and successors of Lessor and Lessee.

(b) The indemnities, assumptions of liabilities and obligations of Lessee provided for in Paragraphs 8, 12 and 21 of this Agreement and incorporated into each Lease shall continue in full force and effect notwithstanding the expiration or termination of the term of this Agreement or any applicable Lease.

34. *Original Agreement and Lease.* Lessor and Lessee shall execute and deliver only one original of this Agreement and of each Lease, each of which shall be delivered to Lessor. Lessor shall provide to Lessee a full, true and correct copy of the executed Agreement and each executed Lease. In the event that the originally executed Agreement or an originally executed Lease is lost, stolen, destroyed or mutilated and Lessor certifies such events to Lessee, Lessee shall execute and deliver to Lessor, promptly after Lessor's request and at Lessor's expense, a replacement Agreement or Lease for such original Agreement or Lease so lost, stolen, destroyed or mutilated.

LESSEE HEREBY ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS THIS AGREEMENT.

IN WITNESS WHEREOF, Lessor and Lessee have each caused this Master Equipment Lease-Purchase Agreement to be duly executed and delivered as of the date first above written.

COUNTY OF RIVERSIDE CA (Lessee)

By: _____

Printed Name: _____

Title: _____

VERIZON CREDIT INC. (Lessor)

By: Kelly Sue Denard

Printed Name: Kelly Sue Denard

Title: Manager - Risk Management

FORM APPROVED COUNTY COUNSEL

BY: _____ DATE

NEAL R. KIPNIS

802

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

FROM: Riverside County Regional Medical Center

SUBMITTAL DATE:
October 1, 2009

SUBJECT: Approval of the Amendment to the Agreement between the County of Riverside and Moreno Valley Unified School District

RECOMMENDED MOTION:

1) Ratify the Amendment to the Agreement with Moreno Valley Unified School District; and
2) Authorize the Chairperson to sign two (2) copies of the amendment;
3) Retain one (1) copy and return one (1) copy of the executed amendments to Riverside County Regional Medical Center (RCRMC) for distribution.

BACKGROUND: Riverside County Regional Medical Center was awarded a grant from the Asthma and Allergy Foundation (AAFA) to provide an asthma treatment and education programs at school sites in a Mobile Clinic setting. The Moreno Valley Unified School District has requested the Mobile Clinic provide asthma treatment and education services at specific school sites for an additional year in their district. This amendment extends the agreement effective July 1, 2009 through June 30, 2010.

The Amendment has been approved as to form by County Counsel.

DB:EB:cg

Ellie Bennett for Doug Bagley
Ellie Bennett, Chief Operating Officer
for Douglas D. Bagley, Hospital Director

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

SOURCE OF FUNDS: AAFA

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: [signature] DATE 10/22/09

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

Prev. Agn. Ref.: | **District:** | **Agenda Number:** 3.82

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD

MORENO VALLEY UNIFIED #2

FIRST AMENDMENT
TO THE
MOBILE CLINIC SERVICES AGREEMENT
BETWEEN THE
COUNTY OF RIVERSIDE
AND
MORENO VALLEY UNIFIED SCHOOL DISTRICT

That certain Agreement, by and between the County of Riverside (COUNTY), a political subdivision of the State of California, on behalf of the Riverside County Regional Medical Center (HOSPITAL) and the Moreno Valley Unified School District. (DISTRICT), is hereby amended effective July 1, 2009, as follows:

1. Amend the language of Section **2.0. TERM AND TERMINATION** to include the following:

   "This Amendment extends the term of the Agreement from July 1, 2009 through June 30, 2010, unless renewed by mutual agreement or terminated as specified below in Section 2.2 or as otherwise provided herein."

All other terms and conditions of this Agreement are to remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment.

COUNTY OF RIVERSIDE

By:_____
Jeff Stone
Chairman, Board of Supervisors

Date:_____

CONTRACTOR

By: Rowena Bynoe
Asst. Superintendent Superintendent
Business Services

Date: 9/28/09

HOSPITAL

By: Ellie Bennett For Douglas D. Bagley
Douglas D. Bagley
Hospital Director/CEO

Date: 10-5-09

FORM APPROVED COUNTY COUNSEL
BY: _____ 10/23/09
TAWNY V. LIEU DATE

AMENDED (7/1/09-6/30/10)
Agreement/Contract A-07/08-736
This contract was approved by the Moreno Valley Unified School District Board of Education on 9/22/09. The vote was as follows:

	Aye	Nay	Absent
Ashe	☒	☐	☐
Baca	☒	☐	☐
Holguin	☒	☐	☐
Sayre	☒	☐	☐
Vaskar	☒	☐	☐

_____
Clerk/Board of Education

803

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

FROM: Riverside County Regional Medical Center

SUBMITTAL DATE: October 1, 2009

SUBJECT: Approval of the Amendment to the Professional Medical Services Agreement between the County of Riverside and Loma Linda University School of Dentistry/Special Care Dentistry

RECOMMENDED MOTION:

1) Ratify the Amendment to the Agreement with Loma Linda University School of Dentistry/Special Care Dentistry, effective July 1, 2009;
2) Authorize the Chairperson to sign three (3) copies of the amendment;
3) Retain one (1) copy and return two (2) copies of the executed amendments to Riverside County Regional Medical Center (RCRMC) for distribution.

BACKGROUND: On August 1, 2008, Loma Linda University School of Dentistry/Special Care Dentistry agreed to provide dental screening, anesthesia, treatment and education services to children under five (5) years of age as part of the First 5 Dental Grant awarded to RCRMC. This amendment revises the rate of payment for general anesthesia professional services provided as part of the dental grant.

The Amendment has been approved as to form by County Counsel.

DB:EB:cg

Ellie Bennett for Douglas D. Bagley
Ellie Bennett, Chief Operating Officer
for Douglas D. Bagley, Hospital Director

FINANCIAL DATA				
	Current F.Y. Total Cost:	$ 40,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	$ N/A	Budget Adjustment:	No
	Annual Net County Cost:	$ 0	For Fiscal Year:	09/10

SOURCE OF FUNDS: Riverside County Children and Families Commission, First 5 Riverside Grant Funds

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: TAWNY V. LIEU DATE 10/22/09

Departmental Concurrence

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

Prev. Agn. Ref.: 10/28/08, 3.28 | **District:** | **Agenda Number:** 3.83

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

FIRST AMENDMENT
TO THE
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
RIVERSIDE COUNTY REGIONAL MEDICAL CENTER
AND
LOMA LINDA UNIVERSITY SCHOOL OF DENTISTRY/SPECIAL CARE DENTISTRY

That certain Agreement between the County of Riverside, on behalf of Riverside County Regional Medical Center, hereinafter referred to as HOSPITAL, and Loma Linda University School of Dentistry/Special Care Dentistry dated August 1, 2008 is hereby amended effective July 1, 2009, pursuant to the following:

1. Delete Attachment "A" in its entirety and replace with the following, attached hereto as Attachment 1.

All other terms and conditions of this Agreement are to remain unchanged.

IN WITNESS WHEREOF, the undersigned have executed this Amendment.

CONTRACTOR

By: _____
President

Date: 9/24/09

COUNTY OF RIVERSIDE

By: _____
Jeff Stone
Chairman, Board of Supervisors

Date: _____

HOSPITAL

By: Ellie Bennett For Doug Bagley
Douglas Bagley
Hospital Director/CEO

Date: 10-5-09

FORM APPROVED COUNTY COUNSEL
BY: _____ 10/22/09
TAWNY V. LIEU DATE

ATTACHMENT 1

Attachment "A"
to
Dental Surgery Professional Service Agreement
Between
Riverside County Regional Medical Center
and
Loma Linda University School of Dentistry/Special Care Dentistry

In consideration of services provided by CONTRACTOR, pursuant to this Agreement, CONTRACTOR shall be entitled to receive payment by HOSPITAL for all authorized services in accordance with HOSPTIAL policy and procedures as follows:

1.0 Professional Services

• Dental examination and treatment	Denti-Cal + 10%
• Diagnostic radiographs	Denti-Cal + 10%
• Oral Sedation 1st Visit	$100
• Oral Sedation Subsequent Visits*	$ 75
• Nitrous Oxide analgesia	Denti-Cal + 10%
• General Anesthesia	$500

* maximum of four (4) consecutive visits per patient

All services are considered inclusive of technical fees charged by dental office.

804

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

FROM: Riverside County Regional Medical Center

SUBMITTAL DATE:
October 5, 2009

SUBJECT: Amendment to the Agreement between the County of Riverside and RadNet Management, Inc.

RECOMMENDED MOTION:

1) Ratify the Amendment to the Agreement with RadNet Management, Inc., effective October 1, 2009; and
2) Authorize the Chairperson to sign three (3) copies of the amendment;
3) Retain one (1) copy and return two (2) copies of the executed amendments to Riverside County Regional Medical Center (RCRMC) for distribution.

BACKGROUND: Effective November 1, 2004, an agreement was signed with RadNet Management, Inc. to provide PET Imaging services to patients, referred by the Hospital, as part of the patients staging and treatment of cancer. This amendment adds CT Scan and Magnetic Resonance Imaging (MRI) services to the agreement if services are not available at the Hospital due to equipment failure.

The Amendment has been approved as to form by County Counsel.

DB:EB:cg

Ellie Bennett for Douglas Bagley
Ellie Bennett, Chief Operating Officer
for Douglas D. Bagley, Hospital Director

FINANCIAL DATA				
	Current F.Y. Total Cost:	$ 40,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	$ N/A	Budget Adjustment:	No
	Annual Net County Cost:	$ 0	For Fiscal Year:	09/10

SOURCE OF FUNDS: Enterprise Funds

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: TAWNY V. LIEU DATE 10-22-09

Departmental Concurrence

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

Prev. Agn. Ref.: | **District:** | **Agenda Number:** 3.84

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

SECOND AMENDMENT TO THE MEDICAL IMAGING SERVICES AGREEMENT

WITH

RadNet Management, Inc.

That certain Agreement between the County of Riverside (COUNTY) and RadNet Management, Inc. (CONTRACTOR), effective November 1, 2004 as amended effective July 1, 2009, is hereby further amended effective October 1, 2009 as follows:

1. Delete Attachment "A" in its entirety and replace with the following, attached hereto as Attachment II.

All other terms and conditions of this Agreement are to remain unchanged.

IN WITNESS WHEREOF, the parties have executed this Amendment.

CONTRACTOR

By: _____
President Howard G. Berger, M.D.

Date: 9-25-09

COUNTY OF RIVERSIDE

By: _____
Jeff Stone
Chairman, Board of Supervisor

Date: _____

HOSPITAL

By: Ellie Bennett for Doug Bagley
Douglas Bagley
Hospital Director/CEO

FORM APPROVED COUNTY COUNSEL
BY: _____ 10-23-09
TAWNY V. LIEU DATE

Attachment II

Attachment "A"
To
Medical Imaging Service Agreement
Between
Riverside County Regional Medical Center
And
RadNet Management, Inc.

In consideration of services provided by CONTRACTOR, pursuant to this Agreement, CONTRACTOR shall be entitled to receive payment by HOSPITAL in accordance with HOSPITAL policy and procedures as follows:

PET Scans*	$1550.00 per Case Rate
Magnetic Resonance Imaging (MRI)	100% Medi-Cal rate of reimbursement
CT Scan	100% Medi-Cal rate of reimbursement

*Case Rate includes professional and technical component.

805

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

FROM: Riverside County Regional Medical Center

SUBMITTAL DATE: October 1, 2009

SUBJECT: Approval of the Amendment to the Professional Medical Services Agreement between the County of Riverside and Oh Jae Kwon, DDS

RECOMMENDED MOTION:

1) Ratify the Amendment to the Agreement with Oh Jae Kwon, DDS, effective July 1, 2009;
2) Authorize the Chairperson to sign three (3) copies of the amendment;
3) Retain one (1) copy and return two (2) copies of the executed amendments to Riverside County Regional Medical Center (RCRMC) for distribution.

BACKGROUND: On August 1, 2008, Oh Jae Kwon, DDS, Inc. agreed to provide dental screening, treatment and education services to children under five (5) years of age as part of the First 5 Dental Grant awarded to RCRMC. This amendment revises the rate paid for general anesthesia provided as part of the 1st 5 Riverside dental grant.

The Amendment has been approved as to form by County Counsel.

DB:EB:cg

Ellie Bennett for Doug Bagley
Ellie Bennett, Chief Operating Officer
for Douglas D. Bagley, Hospital Director

FORM APPROVED COUNTY COUNSEL
BY: TAMMY V. LIEU DATE 10/23/09

Departmental Concurrence

FINANCIAL DATA				
	Current F.Y. Total Cost:	$ 40,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	$ N/A	Budget Adjustment:	No
	Annual Net County Cost:	$ 0	For Fiscal Year:	09/10

SOURCE OF FUNDS: Riverside County Children and Families Commission, First 5 Riverside Grant 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.: 9/16/08, 3.37 | **District:** | **Agenda Number:** 3.85

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

FIRST AMENDMENT
TO THE
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
RIVERSIDE COUNTY REGIONAL MEDICAL CENTER
AND
OH JAE KWON, D.D.S.

That certain Agreement between the County of Riverside, on behalf of Riverside County Regional Medical Center, hereinafter referred to as HOSPITAL, and Oh Jae Kwon, D.D.S., dated August 1, 2008 is hereby amended effective July 1, 2009, pursuant to the following:

1. Delete all references to "Inc."

2. Delete Attachment "A" in its entirety and replace with the following, attached hereto as Attachment 1.

All other terms and conditions of this Agreement are to remain unchanged.

IN WITNESS WHEREOF, the undersigned have executed this Amendment.

CONTRACTOR

By: _____
President

Date: 9/24/09

COUNTY OF RIVERSIDE

By: _____
Jeff Stone
Chairman, Board of Supervisors

Date: _____

HOSPITAL

By: _____
Douglas Bagley
Hospital Director/CEO

Date: 10-5-09

FORM APPROVED COUNTY COUNSEL
BY: _____ 10/25/09
TAWNY V. LIEU DATE

ATTACHMENT 1

Attachment "A"
to
Dental Professional Service Agreement
Between
Riverside County Regional Medical Center
and
Oh Jae Kwon, D.D.S.

In consideration of services provided by CONTRACTOR, pursuant to this Agreement, CONTRACTOR shall be entitled to receive payment by HOSPITAL for all authorized services in accordance with HOSPTIAL policy and procedures as follows:

1.0 Professional Services

- Dental examination and treatments — Denti-Cal + 10%
- Diagnostic radiographs — Denti-Cal + 10%

- Oral Sedation, 1st Visit — $100
- Oral Sedation Subsequent Visits* — $ 75
- Nitrous Oxide analgesia — Denti-Cal + 10%

* maximum of four (4) consecutive visits per patient

All services are considered inclusive of technical fees charged by dental office.

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

806

FROM: Riverside County Regional Medical Center

SUBMITTAL DATE:
October 7, 2009

SUBJECT: Approval of the Amendment to the Professional Medical Services Agreement between the County of Riverside and Devin L Anderson, DDS, Inc.

RECOMMENDED MOTION:

1) Ratify the Amendment to the Agreement with Devin L. Anderson, DDS, effective July 1, 2009;
2) Authorize the Chairperson to sign three (3) copies of the amendment;
3) Retain one (1) copy and return two (2) copies of the executed amendments to Riverside County Regional Medical Center (RCRMC) for distribution.

BACKGROUND: Effective February 1, 2008, Devin L. Anderson, DDS agreed to provide dental screening, treatment and education services to children under five (5) years of age as part of the First 5 Dental Grant awarded to RCRMC. This amendment revises the rate of payment for general anesthesia professional services provided as part of the dental grant.

The Amendment has been approved as to form by County Counsel.

DB:EB:cg

Ellie Bennett for Doug Bagley
Ellie Bennett, Chief Operating Officer
for Douglas D. Bagley, Hospital Director

FINANCIAL DATA				
	Current F.Y. Total Cost:	$ 40,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	$ N/A	Budget Adjustment:	No
	Annual Net County Cost:	$ 0	For Fiscal Year:	09/10

SOURCE OF FUNDS: : Riverside County Children and Families Commission, First 5 Riverside Grant Funds

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: TAWNY V. LIEU DATE 10/13/09
Departmental Concurrence

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

Prev. Agn. Ref.: 4/01/08, 3.34 | **District:** | **Agenda Number:** 3.86

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

FIRST AMENDMENT
TO THE
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
RIVERSIDE COUNTY REGIONAL MEDICAL CENTER
AND
DEVIN L ANDERSON DDS

That certain Agreement between the County of Riverside, on behalf of Riverside County Regional Medical Center, hereinafter referred to as HOSPITAL, and Devin L Anderson, D.D.S., M.P.H., an Individual/Sole Proprietor Business dated February 1, 2008 is hereby amended effective July 1, 2009, pursuant to the following:

1. Delete all references to "a California Professional Corporation".

2. Delete Attachment "A" in its entirety and replace with the following, attached hereto as Attachment 1.

All other terms and conditions of this Agreement are to remain unchanged.

IN WITNESS WHEREOF, the undersigned have executed this Amendment.

CONTRACTOR

By: _____
Contractor

Date: 9-30-09

COUNTY OF RIVERSIDE

By: _____
Jeff Stone
Chairman, Board of Supervisors

Date: _____

HOSPITAL

By: Ellie Bennett For Doug Bagley
Douglas Bagley
Hospital Director/CEO

Date: 10-7-09

FORM APPROVED COUNTY COUNSEL
BY: _____ 10/22/09
TAWNY V. LIEU DATE

ATTACHMENT 1

Attachment "A"
to
Dental Anesthesiology Professional Service Agreement
Between
Riverside County Regional Medical Center
and
Devin L Anderson, DDS

In consideration of services provided by CONTRACTOR, pursuant to this Agreement, CONTRACTOR shall be entitled to receive payment by HOSPITAL for all authorized services in accordance with HOSPTIAL policy and procedures as follows:

1.0 Professional Services

- General Anesthesia $500

All services are considered inclusive of technical fees charged by dental office.

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

807

FROM: Riverside County Regional Medical Center

SUBMITTAL DATE:
October 7, 2009

SUBJECT: Approval of the Amendment to the Professional Medical Services Agreement between the County of Riverside and Vahe Sam Sardaryanst, D.D.S, M.P.H.

RECOMMENDED MOTION:

1) Ratify the Amendment to the Agreement with Vahe Sam Sardaryanst, D.D.S, M.P.H., effective July 1, 2009;
2) Authorize the Chairperson to sign three (3) copies of the amendment;
3) Retain one (1) copy and return two (2) copies of the executed amendments to Riverside County Regional Medical Center (RCRMC) for distribution.

BACKGROUND: On February 1, 2008, Vahe Sam Sardaryanst, D.D.S., M.P.H. agreed to provide dental screening, treatment and education services to children under five (5) years of age as part of the First 5 Dental Grant awarded to RCRMC. This amendment revises the rate paid for general anesthesia provided as part of the dental grant.

The Amendment has been approved as to form by County Counsel.

DB:cg

Ellie Bennett For Douglas Bagley

Ellie Bennett, Chief Operating Officer
for Douglas D. Bagley, Hospital Director

FINANCIAL DATA				
	Current F.Y. Total Cost:	$ 40,000	**In Current Year Budget:**	Yes
	Current F.Y. Net County Cost:	$ N/A	**Budget Adjustment:**	No
	Annual Net County Cost:	$ 0	**For Fiscal Year:**	09/10

SOURCE OF FUNDS: : Riverside County Children and Families Commission, First 5 Riverside Grant Funds

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: TAWNY V. LIEU DATE 10-22-09

Department Concurrence

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

Prev. Agn. Ref.: 3/11/08, 3.43 | **District:** | **Agenda Number:** 3.87

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

FIRST AMENDMENT
TO THE
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
RIVERSIDE COUNTY REGIONAL MEDICAL CENTER
AND
VAHE SAM SARDARYANST, D.D.S., M.P.H.

That certain Agreement between the County of Riverside, on behalf of Riverside County Regional Medical Center, hereinafter referred to as HOSPITAL, and Vahe San Sardaryanst, D.D.S., M.P.H., dated February 1, 2008 is hereby amended effective July 1, 2009, pursuant to the following:

1. Delete Attachment "A" in its entirety and replace with the following, attached hereto as Attachment 1.

All other terms and conditions of this Agreement are to remain unchanged.

IN WITNESS WHEREOF, the undersigned have executed this Amendment.

CONTRACTOR

By: _____
Contractor

Date: 9/28/09

COUNTY OF RIVERSIDE

By: _____
Jeff Stone
Chairman, Board of Supervisors

Date: _____

HOSPITAL

By: _____ For Darcy Bagley
Douglas Bagley
Hospital Director/CEO

Date: _____

FORM APPROVED COUNTY COUNSEL
BY: _____ 10-22-09
TAWNY V. LIEU DATE

ATTACHMENT 1

Attachment "A"
to
Dental Anesthesia Professional Service Agreement
Between
Riverside County Regional Medical Center
and
Vahe Sam Sardaryanst, D.D.S., M.P.H.

In consideration of services provided by CONTRACTOR, pursuant to this Agreement, CONTRACTOR shall be entitled to receive payment by HOSPITAL for all authorized services in accordance with HOSPTIAL policy and procedures as follows:

1.0 Professional Services

- General Anesthesia $500

All services are considered inclusive of technical fees charged by dental office.

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

808

FROM: Riverside County Regional Medical Center

SUBMITTAL DATE:
September 29, 2009

SUBJECT: Approval of the Amendment to the Professional Medical Services Agreement between the County of Riverside and Hovsep Nargizyan Dental Corporation

RECOMMENDED MOTION:

1) Ratify the Amendment to the Agreement with Hovsep Nargizyan Dental Corporation, effective July 1, 2009;
2) Authorize the Chairperson to sign three (3) copies of the amendment;
3) Retain one (1) copy and return two (2) copies of the executed amendments to Riverside County Regional Medical Center (RCRMC) for distribution.

BACKGROUND: On June 1, 2007, Hovsep Nargizyan Dental Corporation agreed to provide dental screening, treatment and education services to children under five (5) years of age as part of the First 5 Dental Grant awarded to RCRMC. This amendment revises the rate paid for general anesthesia provided as part of the dental grant.

The Amendment has been approved as to form by County Counsel.

FORM APPROVED COUNTY COUNSEL
BY: TAMNY M LIEU DATE 9/23/09

Departmental Concurrence

Ellie Bennett

Ellie Bennett, Chief Operating Officer
for Douglas D. Bagley, Hospital Director

FINANCIAL DATA				
	Current F.Y. Total Cost:	$ 40,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	$ N/A	Budget Adjustment:	No
	Annual Net County Cost:	$ 0	For Fiscal Year:	09/10

SOURCE OF FUNDS: Riverside County Children and Families Commission, First 5 Riverside Grant 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.: ☐ Consent ☒ Policy

Per Exec. Ofc.: ☐ Consent ☒ Policy

Prev. Agn. Ref.: 7/31/2007, 3.90
4/01/2008, 3.32

District:

Agenda Number: 3.88

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

AMENDMENT
TO THE
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
RIVERSIDE COUNTY REGIONAL MEDICAL CENTER
AND
HOVSEP NARGIZYAN DENTAL CORPORATION

That certain Agreement between the County of Riverside (COUNTY) a political subdivision of the State of California, on behalf of Riverside County Regional Medical Center, (HOSPITAL) and Hovesp Nargizyan Dental Corporation (CONTRACTOR) dated June 1, 2007 and amended June 1, 2007, is hereby further amended effective July 1, 2009, pursuant to the following:

1. Delete Attachment "A" in its entirety and replace with the following attached hereto as Attachment 1.

All other terms and conditions of this Agreement are to remain unchanged.

IN WITNESS WHEREOF, the undersigned have executed this Amendment.

CONTRACTOR

By: Hovsep Nargizyan
President

Date: 09.29.09

COUNTY OF RIVERSIDE

By: _____
Jeff Stone
Chairman, Board of Supervisors

Date: _____

HOSPITAL

By: D Bagley
Douglas Bagley
Hospital Director/CEO

Date: 10/15/09

FORM APPROVED COUNTY COUNSEL
BY: _____ 10/23/09
TAWNY V. LIEU DATE

ATTACHMENT I

Attachment "A"
to
Dental Surgery Professional Service Agreement
Between
Riverside County Regional Medical Center
and
Hovsep Nargizyan Dental Corporation

In consideration of services provided by CONTRACTOR, pursuant to this Agreement, CONTRACTOR shall be entitled to receive payment by HOSPITAL for all authorized services in accordance with HOSPITAL policy and procedures as follows:

1.0 Professional Services

• Dental examination and treatment	Denti-Cal + 10%
• Diagnostic radiographs	Denti-Cal + 10%
• Oral Sedation, 1st Visit	$100
• Oral Sedation Subsequent Visits*	$ 75
• General Anesthesia	$500
• Nitrous Oxide analgesia	Denti-Cal + 10%

* maximum of four (4) consecutive visits per patient

All services are considered inclusive of technical fees charged by the dental office.

809

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

FROM: Riverside County Regional Medical Center

SUBMITTAL DATE: October 8, 2009

SUBJECT: Approval of the Memorandum of Understanding between the County of Riverside and the Hemet Police Department

RECOMMENDED MOTION:

1) Ratify the Professional Services Agreement with Hemet Police Department effective July 1, 2009;
2) Authorize the Chairperson to sign three (3) copies of the agreement;
3) Retain one (1) copy of the agreement and return two (2) copies of the executed agreements to Riverside County Regional Medical Center (RCRMC) for distribution.

BACKGROUND: RCRMC is required by the State of California Penal Code Section 13823.9 (b) to provide professional personnel trained in examining sexual assault victims. On July 21, 2005, Agenda Item No. 3.53 a rate was established and approved to charge law enforcement for the cost of providing sexual assault examination services. This Agreement establishes the rate for billing and collection for sexual assault examinations provided for the Hemet Police Department.

This Agreement has been reviewed and approved as to form by County Counsel.

DB:EB:cg

Ellie Bennett For Darcy Bagley

Ellie Bennett, Chief Operating Officer
for Douglas D. Bagley, Hospital Director

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

SOURCE OF FUNDS: Revenue from Hemet Police Department

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: TAWNY V. LIEU DATE 10-22-09

Department Concurrence

Dep't Recomm.: ☐ Consent ☑ Policy

Per Exec. Ofc.: ☐ Consent ☒ Policy

Prev. Agn. Ref.: | **District:** | **Agenda Number:** 3.89

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

MEMORANDUM OF UNDERSTANDING

BETWEEN

RIVERSIDE COUNTY REGIONAL MEDICAL CENTER

AND

HEMET POLICE DEPARTMENT

This Agreement is made and entered into by and between Riverside County Regional Medical Center, hereinafter referred to as RCRMC, and the Hemet Police Department, hereinafter referred to as HPD. In consideration of the mutual promises, covenants and conditions hereinafter contained the PARTIES hereto mutually agree as provided on pages 1 through 7.

I. Responsibilities of RCRMC:

RCRMC shall do the following:

A. Provide professional personnel trained in examining sexual assault victims.

B. Provide trained staff available on-site for sexual assault examinations.

C. Provide medical services to meet the evaluatory and evidentiary needs for the prosecution of sexual assault cases. Services shall be provided as outlined in the Scope of Services that appears as Attachment A, attached hereto and incorporated herein by this reference.

D. Provide continual Quality Assurance and training.

E. Provide Office of Emergency Services Form 923 pertaining to the initial examination of the sexual assault victim and biological evidence.

F. Develop and implement protocols for SART operations and procedures.

II. Responsibilities of HPD:

HPD shall do the following:

A. Assign staff to be the liaison among the parties hereto

B. Obtain initial crime report

C. Transportation of sexual assault victims

III. Joint Responsibilities:

RCRMC and HPD shall do the following:

A. Act in compliance with Penal Code sections 11160, 11162, 13823.5, 13823.5, 13823.11, 13823.9, 1323.93, Health and Safety Code Section 1281 and any other laws and regulations pertinent to the reporting, investigation, assessment, evaluation, and prosecution of sexual assault.

B. Adhere to the protocols developed for SART operations and procedures.

C. Assist, as requested, in developing county-wide services and standards for the SART program coordinator.

D. Exchange information in accordance with the laws that pertain to sexual assault.

E. Serve as a member and participate in the Multi-disciplinary team meetings for Sexual Assault services.

IV. GENERAL PROVISIONS

A. EFFECTIVE PERIOD

July 1, 2009 through June 30, 2010 and will automatically renew unless terminated as provided herein.

B. TERMINATION

This MOU may be terminated with or without cause by either party by giving thirty (30) days written notification to the other party. Notice shall be deemed served on the date of mailing.

C. INDEPENDENT CAPACITY

Each party shall act in an independent capacity and not as an agent or employee

of the other.

E. CONFIDENTIALITY

The parties hereto shall maintain the confidentiality of all information and records and comply with all other statutory laws and regulations relating to privacy and confidentiality

F. LICENSES AND PERMITS

In accordance with the provisions of Chapter 9 of Division 3 of the Business and Professions Code concerning the licensing of Contractors, all Contractors shall be licensed, if required, in accordance with the laws of this State and any Contractor not so licensed is subject to the penalties imposed by such laws.

G. ASSIGNMENT

The parties hereto shall not assign any interest in this MOU and shall not transfer any interest in the same, whether by assignment or novation, without the prior written consent of the other.

H. COMPLIANCE WITH RULES, REGULATIONS, AND REQUIREMENTS

The parties shall comply with all rules, regulations, and requirements of applicable state and federal regulatory agencies which impose duties and regulations upon RCRMC and HPD, which are equally applicable and made binding upon both parties as though made with each party directly.

I. HEALTH INSURANCE PORTABILITY AND ACCOUNTABIILITY ACT (HIPAA)

The parties to this MOU are subject to all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the laws and regulations promulgated subsequent thereto. The parties hereto agree to cooperate in accordance with the terms and intent of this MOU for implementation of relevant law(s) and/or regulations promulgated under this Law.

The parties hereto further agree that they shall be in compliance, and shall remain in compliance with the requirements of HIPAA, and the laws and regulations promulgated subsequent hereto, as may be amended from time to time.

J. COMPENSATION

Compensation shall be paid in accordance of the terms outlined in Attachment B of this MOU, attached hereto.

K. MODIFICATION OF TERMS

No addition to or alteration of the terms of this MOU, whether by written or verbal understanding of the parties, their officers, agents, or employees, shall be valid unless made in writing and formally approved and executed by both parties.

L. NOTICES

All notices and/or correspondence authorized or required by their MOU shall be address as follows:

RCRMC: Riverside County Regional Medical Center
Contracts Administration
26520 Cactus Avenue
Moreno Valley, CA 92566

HPD: Hemet Police Department
450 E. Latham
Hemet, CA 92543

M. ENTIRE MOU

This MOU constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and all prior or contemporaneous contracts and supersedes any and all prior and contemporaneous agreements and understandings, oral or written, in connection therewith.

//////

IN WITNESS WHEREOF, the parties have executed this Agreement.

COUNTY OF RIVERSIDE

By: _____
Jeff Stone
Chair, Board of Supervisors

Date: _____

Hemet Police Department

_____ /CAPTAIN
Name/Title

Date: Oct. 6, 2009

Riverside County Regional Medical Center

By: Ellie Bennett For Dave Bagley
Douglas D. Bagley
Hospital Director/CEO

FORM APPROVED COUNTY COUNSEL
BY: _____ 10-23-09
TAWNY V. LIEU DATE

ATTACHMENT A

SCOPE OF SERVICES

RCRMC shall provide the Sexual Assault Services listed below, but not limited to, for all victims of sexual assault.

- Evidentiary Exam – proper collection and preservation of evidence, including chain of custody
- Medical Screening Examination
- Testing for venereal disease and pregnancy
- Proctoring for new examiners
- Social Services Consultation
- Report Preparation

Sexual Assault Follow – up services

- Examination for test results, additional laboratory testing and follow up Social Services Consultation
- Case consultation

ATTACHMENT B

PAYMENT PROVISIONS

In consideration of services provided by RCRMC, pursuant to this Agreement, RCRMC shall be entitled to receive payment from HPD in accordance with the fee schedule noted below:

Sexual Assault Examination	$900 per examination

County, through the Riverside County Regional Medical Center, shall submit to HPD within thirty (30) days of the conclusion of each calendar month an itemized statement of the cost for services being charged for said month. HPD shall remit payment to RCRMC within thirty (30) days after receipt of such statement.

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA 810

FROM: Riverside County Regional Medical Center

SUBMITTAL DATE:
October 1, 2009

SUBJECT: Approval of the Agreement between the County of Riverside and Ruth W. Bol, D.D.S.

RECOMMENDED MOTION:

1) Ratify the Agreement with Ruth W. Bol, D.D.S., effective September 1, 2009;
2) Authorize the Chairperson to sign three (3) copies of the agreement;
3) Retain one (1) copy and return two (2) copies of the executed agreements to Riverside County Regional Medical Center (RCRMC) for distribution.

BACKGROUND: Effective February 1, 2007, RCRMC was awarded a grant from the Riverside County Children and Families Commission, also known as First 5 Riverside, to provide dental screening services to children less than 5 years of age. As a result of screenings children are referred for dental treatment. The hospital has obtained Agreements with multiple geographically diverse dental offices to provide dental care. Dr. Ruth W. Bol has agreed to participate in providing dental care services as part of the dental grant.

This Agreement has been approved as to form by County Counsel.

DB:EB:cg

Ellie Bennett For Doug Bagley
Ellie Bennett, Chief Operating Officer
for Douglas D. Bagley, Hospital Director

FINANCIAL DATA				
	Current F.Y. Total Cost:	$ 40,000	**In Current Year Budget:**	Yes
	Current F.Y. Net County Cost:	$ N/A	**Budget Adjustment:**	No
	Annual Net County Cost:	$ 0	**For Fiscal Year:**	09/10

SOURCE OF FUNDS: Riverside County Children and Families Commission, First 5 Riverside Grant Funds

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: TAWNY V. LIEU DATE 10/22/09

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

Departmental Concurrence

Prev. Agn. Ref.: | **District:** | **Agenda Number:** 3.90

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
RIVERSIDE COUNTY REGIONAL MEDICAL CENTER
AND
RUTH W. BOL, D.D.S.

This Agreement is made and entered into by and between the County of Riverside, a political subdivision of the State of California, hereinafter referred to as COUNTY, on behalf of Riverside County Regional Medical Center, hereinafter referred to as HOSPITAL, and Ruth W. Bol, D.D.S., an Individual/Sole Proprietor Business hereinafter referred to as CONTRACTOR.

WHEREAS, Government Code Section 31000 authorizes the HOSPITAL to contract for outpatient Pediatric Dental Professional services to be provided by persons/entities who are specially trained, experienced and competent to perform the services required;

WHEREAS, HOSPITAL desires to obtain outpatient Dental Screening and Treatment Professional services not available on-site at HOSPITAL facilities to perform specialized dental treatment as part of the Dental Disease Prevention Program for the First 5 Program for patients that the HOSPITAL maintains the responsibility to provide and coordinate medical care and medical services;

WHEREAS, CONTRACTOR has the expertise, special skills, knowledge and experience to perform the duties set out herein;

NOW THEREFORE, in consideration of the mutual promises, covenants representations and conditions hereinafter contained, the PARTIES hereto mutually agree as follows.

1.0 <u>DESCRIPTION OF SERVICES:</u>

CONTRACTOR will provide outpatient Dental screening, examinations

and treatment as outlined in Attachment A, attached hereto and made part of the Agreement.

2.0 TERM AND TERMINATION:

2.1 TERM. This Agreement shall be effective as of September 1, 2009 through June 30, 2010 and automatically continue on a year-to-year basis unless terminated as specified below in Section 2.2 or as otherwise specified herein.

2.2 TERMINATION WITHOUT CAUSE. Either party may terminate this Agreement with or without cause by giving ninety (90) days prior written notice to the other party.

2.2.1 In the event of termination of this Agreement, CONTRACTOR shall continue to provide and be compensated for Dental Professional Services under the terms of this Agreement to patients who have been authorized for treatment on the date of termination until the effective date of discharge of care or the safe transfer of such patients to another Health Care Provider, or a period of ninety (90) days, whichever comes first.

2.3 NON-AVAILABILITY OF FUNDS. In the event of non-availability of COUNTY funds, this Agreement shall be deemed terminated and have no further force and effect immediately on receipt of COUNTY's notification to CONTRACTOR.

3.0 COMPENSATION:

3.1 In consideration of services provided by CONTRACTOR pursuant to this Agreement, CONTRACTOR shall be entitled to receive payment

in accordance with HOSPITAL policy and procedure. CONTRACTOR shall submit complete and accurate claims to HOSPITAL within one hundred and twenty (120) days from the date of service. Claims must be submitted on a Universal Billing Form (UB92), HCFA 1500 Form or its successor claim form. CONTRACTOR shall not seek payment for claims submitted after one (1) year from the date of service. CONTRACTOR shall accept the payments for services as described above in Section 1.0 and specified in Attachment A, attached hereto, as payment in full.

3.2 Maximum payments to CONTRACTOR shall not exceed forty thousand ($40,000) dollars per year. Payments to CONTRACTOR shall be made on a monthly basis during the Term of this Agreement.

4.0 HOLD HARMLESS-INDEPENDENT CONTRACTOR:

4.1 CONTRACTOR shall indemnify and hold harmless all Agencies, Districts, Special Districts and Departments of the County of Riverside, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of CONTRACTOR, its offices, 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 or any other element of any kind or nature whatsoever and resulting from any reason whatsoever arising from the performance of CONTRACTOR, its offices, agents, employees, subcontractors, agents or representatives from this Agreement; CONTRACTOR shall defend, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, defense and settlements or awards all Agencies, Districts, Special Districts and Departments

of the County of Riverside, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any claims or action based upon such alleged acts or omissions.

4.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR 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 circumstances CONTRACTOR'S indemnification to COUNTY as set forth herein. CONTRACTOR'S obligation to defend, indemnify and hold harmless COUNTY shall be subject to COUNTY having given CONTRACTOR written notice within a reasonable period of time of the claim or the commencement of the related action, as the case may be, and information and reasonable assistance, at CONTRACTOR'S expense, for the defense or settlement thereof. CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

4.3 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligation to indemnify and hold harmless the COUNTY herein from third party claims.

4.4 In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall not be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONTRACTOR from indemnifying the COUNTY to the fullest extent allowed by law.

5.0 INSURANCE:

5.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the HOSPITAL harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance and/or self- insurance coverages during the term of this Agreement.

5.2 WORKERS' COMPENSATION

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) and/or self insurance 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.

5.3 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 Insured. 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.

5.4 VEHICLE LIABILITY

If CONTRACTOR'S vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance and/or self-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 Insured.

5.5 PROFESSIONAL LIABILITY INSURANCE

Contractor shall maintain Professional Liability and/or self-insurance coverage for the Contractor's 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 Contractor's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; 3) demonstrate through Certificates of Insurance that CONTRACTOR 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.

5.6 GENERAL INSURANCE PROVISIONS – ALL LINES

1) 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.

2) The CONTRACTOR'S insurance carrier(s) must declare its insurance deductibles or self-insured retentions. If such deductibles or self-insured retentions exceed $500,000 per occurrence such deductibles and/or retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of deductibles or self insured retentions unacceptable to the COUNTY, and at the election of the Country's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such deductibles or self-insured retention's as respects this Agreement with the HOSPITAL, or 2) procure a bond, which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) 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 requested to do so orally or in writing by the County Risk Manager, provide original Certified copies

of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that 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 or certified original policies, including all endorsements and attachments 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 HOSPITAL 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.***

4) 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 HOSPITAL'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) 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.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the HOSPITAL.

6.0 AVAILABILITY OF FUNDING:

The HOSPITAL obligation for payment of any contract beyond the current fiscal year end is contingent upon the availability of funding from which payment can be made. No legal liability on the part of the HOSPITAL shall arise for payment beyond June 30 of the calendar year unless funds are made available for such performance.

7.0 RECORDS AND DOCUMENTS:

7.1 CONTRACTOR shall make available, upon written request by and 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 costs of the services provided by CONTRACTOR. CONTRACTOR shall maintain books and records for at least five (5) years from

the termination of this Agreement.

7.2 CONTRACTOR agrees to provide HOSPITAL with reports and information relative to this Agreement and in accordance with terms set forth herein, as may be requested by HOSPITAL.

8.0 CONFIDENTIALITY:

CONTRACTOR agrees to protect from unauthorized disclosure names and other identifying information concerning either persons receiving services under this Agreement or persons whose names or other identifying information becomes known to CONTRACTOR as a result of services performed under this Agreement, except statistical information not identifying any such person.

8.1 CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client or client's representative, any such identifying information to anyone other than authorized HOSPITAL personnel without prior written authorization from the HOSPITAL.

8.2 For the purpose of this paragraph, "identify" shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voiceprint or photograph.

8.3 CONTRACTOR shall observe all Federal, State and COUNTY laws and regulations, including, but not limited to, the Health Insurance Portability and Accountability Act (HIPPA) of 1996, concerning the security and privacy of patient records and information.

9.0 LICENSE:

CONTRACTOR shall, through the Term of this Agreement, maintain all licenses necessary for the provision of the services hereunder and required by

the laws and regulations of the United States, the State of California, County of Riverside, and all other governmental agencies. CONTRACTOR shall notify HOSPITAL immediately, in writing, of inability to obtain or maintain such license. Said inability shall be cause for termination of this Agreement.

9.1 CONTRACTOR shall ensure that CONTRACTOR'S employees, agents, and subcontractors performing services under the terms of this Agreement are in compliance with all relative licensing requirements. CONTRACTOR hereby agrees to notify HOSPITAL immediately, in writing, of inability of CONTRACTOR or any of CONTRACTOR'S employees, agents and subcontractors to obtain or maintain such license(s). Said inability shall be cause for termination of this Agreement.

9.2 COPY REQUIRED. A copy of each such license, permit, approval, waiver, exemption, registration, accreditation, and certificate shall be provided to Contracts Administration, upon request.

9.3 Further, CONTRACTOR hereby agrees to abide by the standards of medical practice of the profession when performing services hereunder.

10.0 NONDISCRIMINATION AND ELIGIBILITY:

The CONTRACTOR shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel, on the basis of ethnic group identification, race, color, creed, ancestry, religion, national origin, sexual preference, sex, age (over 40), marital status, medical attention, or physical or mental handicap, and shall comply with all other requirements of law regarding non discrimination and affirmative action including those laws pertaining to the prohibition of discrimination against qualified

handicapped persons in all programs or activities.

10.1 For the purpose of this Agreement, distinctions on the grounds of race, religion, color, sex, national origin, age, or physical or mental handicap include but at not limited to the following:

1. Denying an eligible person or providing to an eligible person any services or benefit which is different, or is provided in a different manner or at a different time from that provided to other eligible persons under this Agreement.

2. Subjecting an eligible person to segregation or separate treatment in any matter related to his receipt of any service, except when necessary for infection control.

3. Restricting an eligible person differently in any way in the enjoyment of any advantage or privilege enjoyed by others receiving similar service or benefit.

4. Treating an eligible person differently from others in determining whether he satisfied any eligibility, membership, or other requirement or condition which individuals must meet in order to be provided a similar service or benefit.

5. The assignment of times or places for the provision of services on the basis of race, religion, color, sex, national origin, age, or physical or mental handicap of the eligible person to be served.

11.0 CONFLICT OF INTEREST:

CONTRACTOR and CONTRACTOR'S employees shall have no interest, and shall not acquire any interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this

Agreement.

12.0 ALTERATION:

The Board of Supervisors and the COUNTY Purchasing Agent are the only authorized COUNTY representatives who may at any time, by written order, make alterations within the general scope of this contract, in the definition of services to be performed, and the time (i.e. hours of the day, days of the week, etc.) and place of performance thereof. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance of any part of the work under this contract, an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall be modified in writing accordingly. Any claim by the CONTRACTOR for adjustment under this paragraph shall be assessed within thirty (30) days of when the CONTRACTOR received notice of the alteration in the work. Notwithstanding the foregoing, if the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he/she may receive and act upon any claim, which is asserted by the CONTRACTOR at any time prior to final payment under this Agreement. However, nothing in this clause shall excuse the CONTRACTOR from proceeding with the contract as changed.

13.0 ASSIGNMENT:

CONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without prior written consent of the County Purchasing Agent and the HOSPITAL provided, however, obligations undertaken by CONTRACTOR pursuant to this Agreement may be carried out by means of subcontracts if approved by HOSPITAL and the County Purchasing Agent. No subcontract shall terminate or alter the responsibilities of the CONTRACTOR to

the HOSPITAL pursuant to this Agreement. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without prior written consent of the HOSPITAL and the County Purchasing Agent. Any attempted assignment or delegation in derogation of this paragraph shall be void. A change in the business structure of CONTRACTOR, including but not limited to, change in the majority ownership, change in the form of CONTRACTOR'S business organization, management of CONTRACTOR, CONTRACTOR'S ownership of other business dealing with CONTRACTOR under this Agreement, or filing of bankruptcy by CONTRACTOR, shall be deemed an assignment for purposes of this paragraph.

14.0 ADMINISTRATION:

The HOSPITAL Director/Chief Executive Officer (CEO) (or designee) shall administer this Agreement on behalf of the COUNTY.

15.0 WAIVER:

Any waiver by HOSPITAL 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 the HOSPITAL 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 stopping HOSPITAL from enforcement hereof.

16.0 JURISDICTION, VENUE, ATTORNEY FEES:

This Agreement and its contraction and interpretation as to validity, performance and breach shall be construed under the laws of the State of California. Any legal action related to this Agreement shall be filed in the appropriate court (Municipal or Superior) of the State of California located in

Riverside, California.

17.0 SEVERABILITY:

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.

18.0 CAPTIONS AND PARAGRAPH HEADINGS:

Captions and paragraph headings used in this Agreement are for convenience only and are not a part of this Agreement and shall not be used in construing this Agreement.

19.0 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 one day after their deposit in the United States mail, postage prepaid:

COUNTY	**CONTRACTOR:**
Riverside County Regional Medical Center 26520 Cactus Avenue Moreno Valley, CA 92555	Ruth W. Bol, D.D.S. 27180 Newport Road Suite 4 Menifee, CA 92584
Attn: Contracts Administration	Attn: Dr. Bol

Or to such other address(es) as the parties may hereafter designate:

20.0 Independent Contractor

The CONTRACTOR is, for purposes arising out of this contract, an Independent CONTRACTOR and shall not be deemed an employee of the County. It is expressly understood and agreed that the CONTRACTOR shall in

no event, as a result of this contract, be entitled to any benefits to which COUNTY employees are entitled, including but limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. CONTRACTOR hereby holds COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by any third party than an employee-employer relationship exists by reason of this Agreement.

20.1 It is further understood and agreed by the parties hereto that CONTRACTOR in the performance of its obligation hereunder is subject to the control or direction of COUNTY merely as to the result to be accomplished by the services hereunder agreed to be rendered and performed and not as to the means and methods for accomplishing the results.

21.0 Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any party for furnishing any of the work or services herein contained without the prior written approval of the COUNTY Contract Administrator, but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned for services hereunder, or for parties named in the proposal and agreed to under any resulting contract.

22.0 Interest of Contractor

The CONTRACTOR covenants that it presently has no interest, Including, but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The CONTRACTOR further covenants that in the

performance of this Agreement, no person having such interest shall be employed or retained by it under this Agreement.

23.0 Conduct of Contractor

1) The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR'S interest, if any, which are or which the CONTRACTOR believes to be incompatible with any interest of the COUNTY.

2) The CONTRACTOR shall not, under circumstances, which might reasonably be interpreted as an attempt to influence the recipient in the conduct of his duties, accept any gratuity or special favor from individuals or organizations with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under the contract.

3) The CONTRACTOR shall not use for personal gain or make other improper use of privileged information, which is acquired in connection with this Agreement. In this connection, the term "privileged information" includes, but is not limited to, unpublished information relating to technological and scientific development; medical, personnel, or security records of the individuals; anticipated materials requirement or pricing actions; and knowledge of selection of CONTRACTORS or SUBCONTRACTORS in advance of official announcement.

4) The CONTRACTOR or employees thereof shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

24.0 **Disallowance**

In the event the CONTRACTOR receives payment for services terms and conditions herein by the COUNTY, the CONTRACTOR shall promptly

refund the disallowed amount to the COUNTY on request, or at its option, the COUNTY may offset the amount disallowed for any payment due to the CONTRACTOR under any contract with the COUNTY.

25.0 **Right to Acquire Equipment and Services**

Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment and/or services for other sources, when deemed by the COUNTY to be in its best interest.

26.0 Force Majeure

In the event CONTRACTOR is unable to comply with any provision of this Agreement due to causes beyond their control such as acts of God acts of war, civil disorders, or other similar acts, CONTRACTOR shall not be held liable to COUNTY for such failure to comply.

In the event COUNTY is unable to comply with any provision of this Agreement due to causes beyond their control such as acts of God acts of war, civil disorders, or other similar acts, COUNTY shall not be held liable to CONTRACTOR for such failure to comply.

27.0 EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the County of Riverside may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The selected contractor agrees to furnish the required Contractor data and certifications to the County of Riverside within ten (10) days of notification of award of contract when required by the **EDD**.

It is expressly understood that this data will be transmitted to governmental agencies charged with the establishment and enforcement of child

support orders and for no other purposes and will be held confidential by those agencies. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in an Agreement being awarded to another CONTRACTOR. In the event an Agreement has been issues, 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. Failure to cure such breach within sixty (60) calendar days of notice from the County shall constitute grounds for termination of the Agreement.

If you have any questions concerning this reporting requirement, please call (916) 657-0529. You may also contact your local Employment Tax Customer Service Office listed in your telephone directory in the State Government Section under "Employment Development Department" or you may access their Internet site at www.edd.ca.gov.

28.0 Entire Agreement

This Agreement constitutes the entire agreement of the parties hereto with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This contract may be modified only in writing and shall be enforceable in accordance with its terms when signed by each of the parties hereto.

/ / / / /

IN WITNESS WHEREOF, the undersigned have executed this Agreement effective as of September 1, 2009.

CONTRACTOR

By: _____
President

Date: 9-23-09

COUNTY OF RIVERSIDE

By: _____
Jeff Stone
Chairman, Board of Supervisors

Date: _____

HOSPITAL

By: _____
Douglas Bagley
Hospital Director/CEO

Date: 10-5-09

FORM APPROVED COUNTY COUNSEL

BY: _____ 10/23/09
TAWNY V. LIEU DATE

Attachment "A"
to
Dental Professional Service Agreement
Between
Riverside County Regional Medical Center
and
Ruth W. Bol, D.D.S.

In consideration of services provided by CONTRACTOR, pursuant to this Agreement, CONTRACTOR shall be entitled to receive payment by HOSPITAL for all authorized services in accordance with HOSPITAL policy and procedures as follows:

1.0 Professional Services

• Dental screening	**Denti-Cal + 10%**
• **Dental examination and treatment**	**Denti-Cal + 10%**
• **Diagnostic radiographs**	**Denti-Cal + 10%**

• Nitrous Oxide	
• Oral Sedation – initial visit	$100
• Oral Sedation – subsequent visits	$ 75
• General Anesthesia	$500 flat fee

All services are considered inclusive of technical fees charged by dental office.

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

908

FROM: Riverside County Regional Medical Center

SUBMITTAL DATE: September 24, 2009

SUBJECT: Amendment to the Per Diem Hospital Agreement between the County of Riverside and Molina Healthcare of California ("Molina")

RECOMMENDED MOTION: That the Board of Supervisors:

1) Ratify the Amendment to the Riverside County Regional Medical Center (RCRMC) hospital agreement with the Molina effective October 1, 2008;
2) Authorize the Chairperson to sign two (2) copies of the Amendment;
3) Retain one (1) copy and return one (1) copy of the executed Amendment to Riverside County Regional Medical Center (RCRMC) for distribution.

BACKGROUND: On August 13, 1996, Agenda No. 3.27, the Board of Supervisors approved the hospital per diem agreement between RCRMC and Molina to provide Hospital services. The First Amendment allowed the hospital to participate in a supplemental Managed Care payment program which will provide additional funding to public hospitals. The agreement was further amended adding language to ensure funds are appropriately tracked and retained by the Hospital for health care service. This Third Amendment adds language at the direction of the Centers for Medicare and Medicaid Services (CMS) to ensure funds are expended by the Hospital.

(continued on page 2)

Ellie Bennett for Douglas Bagley

Ellie Bennett, Chief Operating Officer
for Douglas D. Bagley, Hospital Director

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

SOURCE OF FUNDS: Federal Medicaid Funds

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: TAWNY VLIEU DATE 10/22/09

Departmental Concurrence

Dep't Recomm.: ☐ Consent ☒ Policy

Per Exec. Ofc.: ☐ Consent ☒ Policy

Prev. Agn. Ref.: 03/17/09, 3.59
09/01/09, 3.100

District:

Agenda Number: 3.91

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

BACKGROUND (Continued):

The net benefit to RCRMC will be approximately $2 million this fiscal year. The hospital has completed a similar amendment with Inland Empire Health Plan ("IEHP").

This Amendment has been approved as to form by County Counsel.

DB:rjm

AMENDMENT

TO THE

HOSPITAL SERVICES AGREEMENT

This Amendment to the Hospital Services Agreement ("Amendment") is made by and entered into, by and between Molina Healthcare of California (hereinafter "Molina" and/or "Plan") and Riverside County Regional Medical Center (hereinafter "HOSPITAL"), (each individually referred to herein as "Party", and together referred to as the "Parties"), in order to modify the Hospital Per Diem Agreement dated the 13th day of August, 1996 (as amended, the"Agreement");

NOW THEREFORE, PLAN and HOSPITAL hereby agree as follows:

A. The language of Exhibit B. Conditions for Receiving Supplemental Payments is hereby amended to add the following subsection:

"(5) (a) The LMSPs shall represent compensation for services rendered to Medi-Cal Plan members for Medi-Cal services provided by HOSPITAL during the State fiscal year to which the LMSP applies.

(b) To the extent that total payments received by HOSPITAL in any State fiscal year under this Agreement exceed the cost of services provided to Medi-Cal Plan members by HOSPITAL during that fiscal year, any remaining LMSP amounts shall be retained by HOSPITAL to be expended for health care services. HOSPITAL may use retained LMSP amounts in either the State fiscal year received or subsequent State fiscal years. (2) For purposes of subsection (1) (a) above, if the LMSPs are not used by HOSPITAL in the State fiscal year received, retention of funds by HOSPITAL will be established by demonstrating that the retained earnings account of HOSPITAL at the end of any State fiscal year in which it received payments based on LMSPs funded pursuant to the Intergovernmental Agreement, has increased over the unspent portion of the prior State fiscal year's balance by the amount of LMSPs received, but not used. These retained HOSPITAL funds may be comingled with other County funds for cash management purposes provided that such funds are appropriately tracked and only the depositing facility is authorized to expend them."

B. Notwithstanding the date of execution, unless otherwise referenced, this Amendment shall be effective October 1, 2008 and shall terminate on September 30, 2009.

C. All other terms and conditions of the Agreement, as amended, are to remain in full force and effect.

D. HOSPITAL certifies that the individual signing herein has authority to execute this Amendment on behalf of HOSPITAL, and may legally bind HOSPITAL to the term and conditions of this Amendment, and any attachments hereto.

IN WITNESS WHEREOF, the parties have executed this Amendment effective as of the date written in the opening paragraph of this Amendment.

HOSPITAL:

Approved:

Riverside County Regional Medical Center

By: _____
Chairperson, Board of Supervisors

Attest: _____
Clerk of the Board

Date: _____

FORM APPROVED COUNTY COUNSEL
BY: _____ 10/22/09
TAWNY V. LIEU DATE

PLAN

Molina Healthcare of California

By: _____

Title President

Date: 9-21-09

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA 909

FROM: Riverside County Regional Medical Center

SUBMITTAL DATE:
September 24, 2009

SUBJECT: Amendment to the Per Diem Hospital Agreement between the County of Riverside and Inland Empire Health Plan ("IEHP")

RECOMMENDED MOTION: That the Board of Supervisors:

1) Ratify the Amendment to the Riverside County Regional Medical Center (RCRMC) hospital agreement with the IEHP effective October 1, 2008;
2) Authorize the Chairperson to sign three (3) copies of the Amendment;
3) Retain one (1) copy and return two (2) copies of the executed Amendment to Riverside County Regional Medical Center (RCRMC) for distribution.

BACKGROUND: On June 19, 1996, Agenda No. 3.24, the Board of Supervisors approved the hospital per diem agreement between RCRMC and IEHP to provide Hospital services. The First Amendment allowed RCRMC to participate in a supplemental Managed Care payment program which will provide additional funding to public hospitals. A Second Amendment added language to ensure funds are appropriately tracked and retained by the Hospital for health care service. The Third Amendment adds language at the direction of the Centers for Medicare and Medicaid Services (CMS) to ensure funds are expended by the Hospital.

(continued on page 2)

Ellie Bennett For Doug Bagley
Ellie Bennett, Chief Operating Officer
For Douglas D. Bagley, Hospital Director

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

SOURCE OF FUNDS: Federal Medicaid Funds

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: TAWNY V. LIEU DATE 10/22/09

Departmental Concurrence

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

Prev. Agn. Ref.: 11/25/08, 3.35
09/01/09, 3.93

District:

Agenda Number: 3.92

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

BACKGROUND (Continued):

The net benefit to RCRMC will be approximately $6.5 million this fiscal year. The hospital has completed a similar amendment with Molina Healthcare of California ("Molina").

This Amendment has been approved as to form by County Counsel.

DB:cg

ORIGINAL

THIRD AMENDMENT

TO THE HOSPITAL PER DIEM AGREEMENT

BETWEEN

INLAND EMPIRE HEALTH PLAN

AND

RIVERSIDE COUNTY REGIONAL MEDICAL CENTER

WHEREAS, the Inland Empire Health Plan ("IEHP"), IEHP Health Access ("Health Access") (known collectively as "IEHP HEALTH PLAN"), and RIVERSIDE COUNTY REGIONAL MEDICAL CENTER ("HOSPITAL") agree to amend the Hospital Per Diem Agreement, as amended, between them dated April 1, 2007, (the "Agreement");

NOW THEREFORE, the parties agree as follows:

A. The First Amendment and its Exhibit C2 IGT SUPPLEMENTAL PAYMENT to this contract, effective September 1, 2008, is hereby amended to delete any and all references to the effective date September 1, 2008, which shall be replaced with the effective date of October 1, 2008.

B. The language of Exhibit C2 IGT SUPPLEMENTAL PAYMENT, Section B. Conditions for Receiving Supplemental Payments, Subsection (5) is hereby deleted in its entirety and replaced with the following statement:

"(5) (a) The LMSPs shall represent compensation for services rendered to Medi-Cal Plan Members for Medi-Cal services by HOSPITAL during the State fiscal year to which the LMSP applies.

(b) To the extent that total payments received by HOSPITAL in any State fiscal year under this Agreement exceed the cost of services provided to PLAN members by HOSPITAL during that fiscal year, any remaining LMSP amounts shall be retained by HOSPITAL to be expended for health care services. HOSPITAL may use retained LMSP amounts in either the State fiscal year received or subsequent State fiscal years. (2) For purposes of subsection (1) (a) above, if the LMSPs are not used by HOSPITAL in the State fiscal year received, retention of funds by HOSPITAL will be established by demonstrating that the retained earnings account of HOSPITAL at the end of any State fiscal year in which it received payments based on LMSPs funded pursuant to the Intergovernmental Agreement, has increased over the unspent portion of the prior State fiscal year's balance by the amount of LMSPs received, but not used. These retained HOSPITAL funds may be commingled with other County funds for cash management purposes provided that such funds are appropriately tracked and only the depositing facility is authorized to expend them."

C. Notwithstanding the date of execution, unless otherwise referenced, this Third Amendment shall be effective October 1, 2008 and shall terminate on September 30, 2009.

D. All other terms and conditions of the Agreement, as amended, are to remain in full force and effect.

E. HOSPITAL certifies that the individual signing herein has authority to execute this Amendment on behalf of HOSPITAL, and may legally bind HOSPITAL to the term and conditions of this Amendment, and any attachments hereto.

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ORIGINAL

IN WITNESS WHEREOF, the parties hereto have signed this as set forth below.

RIVERSIDE COUNTY REGIONAL MEDICAL CENTER

By: Ellie Bennett

Name Ellie Bennett

Title Chief Operating Officer

Date: September 29, 2009

By: _____
Chairperson, Board of Supervisors

Date: _____

Attest: _____
Clerk of the Board

Date: _____

Approved as to Form and Content:

PAMELA J. WALLS
County Counsel

By: _____

Date: 10/22/09

[Document continued on next page]

ORIGINAL

INLAND EMPIRE HEALTH PLAN

By: _____
Bradley P. Gilbert, M.D.
Chief Executive Officer

Date: 8/19/09

By: _____
Bob Buster, Chairperson
Inland Empire Health Plan
Governing Board

Date: 9-14-09

Attest: _____
Vickie Hargrove, Secretary
Inland Empire Health Plan

Date: 9-14-09

Approved as to Form and Content:

PAMELA J. WALLS
County Counsel

By: _____
Jinny H. Ra, Deputy County Counsel
Attorneys for Inland Empire Health Plan

Date: 9/14/09

IEHP HEALTH ACCESS

By: _____
Bradley P. Gilbert, M.D.
Chief Executive Officer

Date: 8/19/09

By: _____
Bob Buster, Chairperson
IEHP Health Access
Governing Board

Date: 9-14-09

Attest: _____
Vickie Hargrove, Secretary
Inland Empire Health Plan for
IEHP Health Access

Date: 9-14-09

Approved as to Form and Content:

PAMELA J. WALLS
County Counsel

By: _____
Jinny H. Ra, Deputy County Counsel
Attorneys for IEHP Health Access

Date: 9/14/09

FORM APPROVED COUNTY COUNSEL
BY MARSHA L VICTOR
DATE 10/27/09

824

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

FROM: Sheriff- Coroner- PA

SUBMITTAL DATE:
October 22, 2009

SUBJECT: Approval of the First Amendment to Professional Service Agreements with Sole Source Providers for the Sheriff's Violence Against Women Grant Project.

RECOMMENDED MOTION: Move that the Board of Supervisors:

1. Approve and authorize the Chairperson and Sheriff- Coroner –PA to execute the First Amendment to the Agreements on behalf of the County with Alternatives to Domestic Violence, Riverside Area Rape Crisis Center, Safe Alternatives for Everyone and Shelter From the Storm.

BACKGROUND: On November 4, 2008 (3.38), the Board approved a grant award from the Office on Violence Against Women as a supplement to the original award to continue vital service to victims of domestic violence for another two year period. A portion of the grant continues funding for six advocate positions from four advocacy groups that provide the necessary supportive services to victims of domestic violence and training to our Deputy Sheriffs.

Will Taylor, Chief of Administration

BR# 10-040

for Stanley L. Sniff, Jr., Sheriff - Coroner - PA

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: 100% Federal Grant Funds

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION:

APPROVE

BY: Robert Tremaine

County Executive Office Signature

Departmental Concurrence

Dep't Recomm.: ☐ Consent ☒ Policy

Per Exec. Ofc.: ☐ Consent ☒ Policy

Prev. Agn. Ref.: 03/31/09 3.38 | **District:** ALL | **Agenda Number:** 3.93

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

BACKGROUND: (continued)

On March 31, 2009, (3.38) the Board approved Professional Service Agreements with Alternatives to Domestic Violence, Riverside Area Rape Crisis Center, Safe Alternatives for Everyone and Shelter From the Storm to continue the necessary supportive services. This amendment has no financial impact.

The Sheriff's Department wants to amend the Agreements to allow the Contractors to submit their invoices for payment on a monthly basis versus a quarterly basis. The amendments have been approved as to form by County Counsel.

Riverside County Sheriff's Department
4095 Lemon Street, Riverside, CA 92501

PROFESSIONAL SERVICES AGREEMENT: C08-0004 A1

CONTRACTOR: Shelter from the Storm

AGREEMENT TERM: July 1, 2008 through August 31, 2010

MAXIMUM REIMBURSABLE AMOUNT: $101,289

FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN COUNTY OF RIVERSIDE AND SHELTER FROM THE STORM.

IT IS MUTUALLY AGREED that the Agreement for Professional Services between the County of Riverside on behalf of the Riverside County Sheriff's Department and Shelter from the Storm, approved by the Board of Supervisors on March 31, 2009, for services effective July 1, 2008 through August 31, 2010 is hereby amended in the following respects only:

IV. **Section D. METHOD, TIME, AND SCHEDULE/ CONDITION OF PAYMENTS: is amended to read as follows:**

METHOD, TIME, AND SCHEDULE/CONDITION OF PAYMENTS

1. The Contractor will be paid the actual amount of each monthly claim for payment.

   a. To accurately project and report expenditures to the grantor, the Contractor will submit monthly invoices and backup that is accompanied by a detailed expense report, payroll report, and actual receipts for expenses such as health, dental, and workers compensation insurance.

   b. Monthly invoices and their supporting documentation are due by the 10th day of the following month.

2. All claims submitted in a timely and complete manner shall be processed within twenty (20) working days of receipt by RCSD and forwarded to the Auditor-Controller's office for payment. If the required supporting documentation or actual receipts are not provided, RCSD will delay payment until the report or receipts are received by RCSD.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY

By: _____

Jeff Stone
Chairman, Board of Supervisors

Dated: _____

CONTRACTOR

Lynn Moriarty

Lynn Moriarty
Executive Director

Dated: 9-23-09

ATTEST:
Kecia Harper-Ihem, Clerk

By: _____
Deputy

Approved as to form:
Pamela J. Walls
County Counsel

By: Marsha L. Victor
Marsha L. Victor for
Neal Kipnis
Deputy County Counsel

Dated: 10/22/09

933

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

FROM: Stanley L. Sniff Jr., Sheriff-Coroner-PA

SUBMITTAL DATE: 09/24/09

SUBJECT: Approval of Appropriations of Automated County Warrant System Sub Funds for Security Projects at the Sheriff's Criminal Justice Building

RECOMMENDED MOTION: Move that the Board of Supervisors approve and direct the Auditor-Controller to make the necessary budget adjustments on the attached Schedule A to enable the Sheriff's Department to utilize Automated County Warrant System Sub funds to purchase security equipment for installation in and around the Criminal Justice Building.

BACKGROUND: On 5/12/09 (3.28), the Board approved the installation of a security camera system in and around the Criminal Justice Building, with funding for the system purchase and installation to come from the Automated County Warrant System Sub fund.

The Economic Development Agency (EDA) was not able to bill the Sheriff's Department in FY 2008-09, so the Department is now recommending reappropriation of the Automated County Warrant System Sub funds.

After the installation, the Department determined that the Security System required High Definition cameras. In addition, the Department learned that legally it is required to retain digital records for a year and a day. This requirement resulted in an expansion of the Security System's storage capacity by a factor of 12. These upgrades and exchanges have resulted in an additional $23,913 for the project.

Stanley L. Sniff Jr., Sheriff-Coroner-PA
Will Taylor, Director of Administration

FINANCIAL DATA				
	Current F.Y. Total Cost:	$179,856	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: **Automated County Warrant System Sub Fund**
BR 10-043

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 F. BYRD, AUDITOR-CONTROLLER
BY SAMUEL WONG 11/10/09

Departmental Concurrence

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

Prev. Agn. Ref.: 5/12/09 3.28 | **District: 2** | **Agenda Number:** 3.94

During the first quarter of this fiscal year, the Department also completed another Security project at the Criminal Justice Building for which it proposes to apply Automated County Warrant System Sub funds.

The Criminal Justice Building has five floors and a basement. The Sheriff's Information Services Bureau (ISB) is on the fifth floor and is staffed with classified personnel. ISB staff is required to maintain the County Warrant Bank. Persons with felony warrants sometimes come to ISB to ask questions about the warrants. This creates a security threat for ISB staff and tangentially staff throughout the whole building.

To provide a new level of protection for staff, the Department has installed an active shooter alarm system. If staff encounters a person with a gun, they can push a button and an alarm will sound on all floors to alert sworn staff of an armed threat. The cost for the alarm system and installation totaled $8,045.

The cost for the CJB security projects totals $179,856. The Sheriff's Department is requesting approval to transfer Automated County Warrant System Sub Funds in this amount.

Schedule A

Increase Appropriations:

10000-2500200000-537320 Interfund Expenses – Bldg Improvements $179,856

Decrease Subfund Unreserved Equity:

11087-2500200000-308142 Rsv. For Auto. County Warrant System $179,856

947

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

FROM: Stanley L. Sniff Jr., Sheriff-Coroner-PA

SUBMITTAL DATE: 10/21/09

SUBJECT: Sole Source Approval for Firms Federally-Authorized To Provide Homeland Security Training

RECOMMENDED MOTION: Move that the Board of Supervisors:
1. Authorize the County Purchasing Agent to sign Agreements with AT Solutions for specialized Homeland Security training at a cost not to exceed $142,000 in FY 2009-10, without securing competitive bids.

2. Exempt the County Purchasing Agent from future sole source reporting requirements in accordance with Ordinance 459.4 through 2012 for firms Federally-authorized to provide Homeland Security training.

BACKGROUND: The County has accepted three Homeland Security grant awards with projects involving specialized security training. This training and the firms providing the training must be approved by the Federal Department of Homeland Security, State Emergency Management Agency and the regional Anti-Terrorism Approval Authority Board.

(Continued on Page 2)

Colleen Walker
For Stanley L. Sniff Jr., Sheriff-Coroner-PA
Colleen Walker, Assistant Sheriff

FINANCIAL DATA				
	Current F.Y. Total Cost:	$246,000	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: Federal Homeland Security Funds
BR 10-054

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

C.E.O. RECOMMENDATION:

APPROVE
BY: Robert Tremaine

County Executive Office Signature

Departmental Concurrence
Purchasing: Mark Seiler, Assistant Director

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

Prev. Agn. Ref.: ATTACHMENTS FILED WITH THE CLERK OF THE BOARD | **District:** All | **Agenda Number:** 3.95

The process which staff at Ben Clark Training Center is following to locate firms to provide the security training is currently as follows: After Sheriff's staff develops its training schedule, it consults with a Federal point of contact who provides the vendor name and cost information. The County is required to use this subject matter expert.

The Sheriff's Department is presenting two class/seminars at the Ben Clark Training Center on the threats and risks associated with electronic explosive devices and SWAT Interoperability Training. Our point of contact has specified AT Solutions as the federally-authorized firm to conduct these classes, with an approved cost of $142,000.

In addition to this current sole source request for the utilization of AT Solutions, the Sheriff's Department requests that the Board exempt the County Purchasing Agent from future sole source reporting requirements for federally-authorized firms providing security training, providing the total costs do not exceed the annual approved aggregate amount, and no one individual contractor exceeds $100,000. The Sheriff's Department has agreed to send Purchasing the vendor and training cost information with adequate time before each class so that Purchasing staff can monitor the training program and track the vendor utilization and cost. Based on the training schedule and the Department's approved budget, staff estimates that it will spend $246,000 in FY 2009-10.

Price Reasonableness

All security training will be paid for with Federal grant funds. Since the firms that the Sheriff is required to utilize for security training are federally approved, Federal analysis of competitive pricing is assumed.

Date: October 21, 2009

From: Captain Richard Coz

Department/Agency: Sheriff – Ben Clark Training Center

To: Board of Supervisors

Via: Purchasing Agent

Subject: Sole Source Procurement; Request for

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: **Homeland Security Training**

Supplier being requested: **AT Solutions is requested for the current training sessions. However, the Sheriff's Department is also seeking an extended approval of sole source for future vendors which have been authorized by the Federal Department of Homeland Security to offer Homeland Security Training.**

Alternative suppliers that can or might be able to provide supply/service: **The Sheriff's Department is required to contract with vendors authorized by the Federal Department of Homeland Security.**

Extent of market search conducted: **None. The Department is selecting training vendors from lists supplied to us by the Federal Department of Homeland Security.**

Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide: **The pre-approved vendors are subject matter experts.**

Reasons why my department requires these unique features and what benefit will accrue to the county: **Training will ensure personnel are knowledgeable in the subject matter area associated with the training.**

Price Reasonableness: **The prices are set and agreed to by the Federal Department of Homeland Security.**

Does moving forward on this product or service further obligate the county to future similar contractual arrangements? **No further obligation to the county or contractual arrangement will be required. Every training event shall be considered a one-time event. Multiple presentations are possible with a single vendor.**

Colleen Walker 11/12/09

Department Head Signature **Date**

Purchasing Department Comments:

Approve **Approve with Condition/s** **Disapprove**

11-9-09

Purchasing Agent **Date**

948

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

FROM: Stanley L. Sniff Jr., Sheriff-Coroner-PA

SUBMITTAL DATE: 11/05/09

SUBJECT: Approval of Foster and Freeman USA Inc., as the Sole Provider of Video Spectral Comparator Equipment for the Sheriff's Forensic Services Bureau

RECOMMENDED MOTION: Move that the Board of Supervisors authorize the Purchasing Agent to purchase Video Spectral Comparator equipment, at a cost not to exceed $87,861, without securing competitive bids, in accordance with Ordinance 459.4.

BACKGROUND: At its regular meeting on 7/21/09 (3.78), the Board approved acceptance of the FY 09 American Recovery and Reinvestment Act (ARRA) Edward Byrne Memorial Justice Assistance Grant (JAG) Award from the U.S. Department of Justice Office of Justice Programs, Bureau of Justice Assistance in the amount of $1,028,719. One of the Sheriff's projects utilizing this funding is the purchase of Video Spectral Comparator (VSC) equipment, including a Video Stereomicroscope, for the Questioned Document Lab, within the Forensic Services Bureau. Currently, this lab provides authentication and scientific analysis of document evidence in investigations generated by the Sheriff's Department, as well as 77 federal and state agencies, local police departments and other law enforcement agencies. The Sheriff's Department is the only law enforcement agency in Southern California that employs a Documents Examiner.

Departmental Concurrence

Purchasing: Mark Seiler, Assistant Director

BR 10-058 (Continued on Page 2)

Stan L. Sniff Jr., Sheriff-Coroner-PA
Will Taylor, Director of Administration

FINANCIAL DATA				
	Current F.Y. Total Cost:	$87,861	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: 100% Federal

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION:

APPROVE
BY: Robert Tremaine

County Executive Office Signature

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

Prev. Agn. Ref.: 07/21/09 3.78 | **District: All** | **Agenda Number:** 3.96

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD

The Video Spectral Comparator (VSC) equipment will be used for the following: to show variations in documents with infrared; in examination of security documents through ultraviolet; to differentiate between inks and reveal erased and obliterated information with optical filtration; and to aid in the authentication of documents through embossments, letterheads and other sophisticated security features. The Video Stereomicroscope is used to examine documents under high magnification and provide comparative displays, image enhancements and measurements.

County Purchasing, after conducting an extensive market search for this specialized equipment, determined that the Foster and Freeman Video Spectral Comparator, the VSC 6000, is the only equipment that meets the Forensic Services Bureau's specifications.

Price Reasonableness

Foster and Freeman's sales history for this equipment verified that the price quote initially offered the County was consistent with sales to the U.S. Secret Service, Texas and New York State. Further, in response to a request for a best and final offer, Foster and Freeman stated it would give the County a 3% discount if an equipment order is placed by the end of the year. This discount amounts to an equipment price reduction of $2,418.

Date: October 26, 2009

From: Lt. Susan A. Trevino Department/Agency: Forensic Services/Riv. Co. Sheriff

To: Board of Supervisors

Via: Purchasing Agent

Subject: Sole Source Procurement; Request for

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: **Purchase of Video Spectral Comparator: this equipment is used to discover variations in documents with infrared; examination of security documents through ultraviolet; differentiate between inks; reveal erased and obliterated information with optical filtration, and to aid in the authentication of documents through embossments, letterheads, and other sophisticated security features.**

Supplier being requested: **Foster and Freeman USA, Inc.**

Alternative suppliers that can or might be able to provide supply/service: **None**

Extent of market search conducted: **A Procurement Contract Specialist with the County Purchasing Department and Sheriff's Purchasing conducted an extensive market search (internet sites and contacting other government agencies).**

Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide: **The Video Spectral Comparator (VSC) 6000 is the only equipment that meets the Forensic Services Bureau's specifications.**

Reasons why my department requires these unique features and what benefit will accrue to the county: **This is an advanced workstation for visual examination of questioned and security documents. It is replacing outdated equipment. The state-of-the-art equipment would benefit the entire Riverside County, as the Forensic Services Bureau Documents Examiner is the sole examiner in So. California. Currently, the Documents Examiner analyzes document evidence for approximately 77 federal, state, and local law enforcement agencies.**

Price Reasonableness: **$87,861 - Foster and Freeman's sales history for this equipment verified that the price quote initially offered the County was consistent with sales to the U.S. Secret Service, Texas and New York State. In response to a Department request for a best and final offer, Foster and Freeman stated that it would give the County a 3% discount if an order for the equipment is made by the end of the year.**

Does moving forward on this product or service further obligate the county to future similar contractual arrangements? **No**

Department Head Signature **Date**

Purchasing Department Comments:

Approve Approve with Condition/s Disapprove

11-10-09

Purchasing Agent **Date**

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

933

FROM: Stanley L. Sniff Jr., Sheriff-Coroner-PA

SUBMITTAL DATE:
08/19/09

SUBJECT: Approval of a Memorandum of Understanding with San Diego County for the Sheriff's Continued Participation on the Computer and Technology Crime High-Tech Response Team

RECOMMENDED MOTION: Move that the Board of Supervisors:
1. Approve the FY 2009-10 Memorandum of Understanding (MOU) with the San Diego County District Attorney, on behalf of San Diego County, for the Sheriff's continued participation as a member of the Computer and Technology Crime High-Tech Response Team (CATCH), and authorize the Sheriff to sign all copies of the MOU.

2. Approve and direct the Auditor-Controller to make the budget adjustments on the attached Schedule A.

BACKGROUND: Since its formal inception in 2002, the Sheriff's County CATCH Team and the County District Attorney have participated on a regional team with the San Diego County District Attorney and Sheriff's Department, the San Diego Police Department, the State Department of Justice, the Imperial County District Attorney and the State Department of Motor Vehicles.

(Continued on Page 2)
BR 10-053

for
Stanley L. Sniff Jr., Sheriff-Coroner-PA
Will Taylor, Director of Administration

FINANCIAL DATA	**Current F.Y. Total Cost:**	$230,000	**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: State Grant Funds

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 10/26/09
Department Concurrence

FORM APPROVED COUNTY COUNSEL
BY NEAL R. KIPNIS DATE

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD
☒ Policy
☐ Consent
☒ Policy
Per Exec. Ofc.

Prev. Agn. Ref.: 3/12/02 3.40 | **District:** All | **Agenda Number:** 3.97

The San Diego County District Attorney's Office is one of five regional law enforcement agencies that receives state funding pursuant to the High Technology Theft Apprehension and Prosecution Program. In FY 2009-10, the San Diego County District Attorney's Office is allocating $230,000 from this grant to fund a Riverside County Sheriff's Sergeant, an Office Assistant III and overtime.

The Sheriff's CATCH Team currently has nine authorized positions with eight funded, and a FY 2009-10 operating budget of $1,125,331. Therefore, after appropriating for this new grant revenue, the net County cost for the team totals $895,331.

Schedule A

Increase Appropriations:

10000-2500300000-510040	Regular Salaries	$151,474
10000-2500300000-510420	Overtime	4,464
10000-2500300000-518080	Other Budgeted Benefits	536
10000-2500300000-518100	Budgeted Benefits	73,526
	Total	$230,000

Increase Estimated Revenues:

10000-2500300000-755180	CA-From Other Government Agencies	$230,000

CATCH TEAM
MULTI-AGENCY HIGH-TECH TASK FORCE
MEMORANDUM OF UNDERSTANDING

PURPOSE

The purpose of the MOU is to formalize relationships between the agencies participating in this task force and to outline the mission and procedures for the Computer And Technology Crime High-Tech Response Team (hereafter referred to as CATCH). In the 2009-2010 fiscal year, the High Technology Theft Apprehension and Prosecution Program (HTTAP) Identity Theft and High Task Force grants were merged. Because of the merger of the grants, CATCH and CATCH-ID are interchangeable terms. However, reference to CATCH will be made throughout since the Riverside County Sheriff's Department participation will be on the CATCH team.

MISSION

The mission of CATCH is to apprehend and prosecute high-technology criminals and protect our citizens from high-tech and identity theft crime. The program is created on the premise that the ability of law enforcement to properly investigate and prosecute high-technology crimes will be enhanced by a cooperative pooling of resources and knowledge. CATCH will investigate the following types of cases:

1. Cases where technology is the prime instrumentality of the crime;
2. Cases where technology is the target of the crime; or
3. Cases where a particularized understanding of technology is required to successfully investigate or prosecute a case.

3.44 11/3/09

ADMINISTRATIVE RESPONSIBILITIES

The San Diego County District Attorney's Office is the lead agency for CATCH and agrees to accept the administrative responsibilities for the state grant and the acquisition of associated match funding, the implementation of fiscal and procurement policies, the maintenance of grant related records, and the supervision of programmatic objectives.

A San Diego County Deputy District Attorney is assigned as the grant's Project Director. The Project Director also provides for dedicated, full-time vertical prosecution for all adult and juvenile criminal cases in the San Diego CATCH region of responsibility, and provides on call legal services to assist CATCH investigators involved in tactical operations.

A San Diego Supervising District Attorney Investigator is assigned as the Law Enforcement Coordinator. The Law Enforcement Coordinator administers all field operations, provides for the immediate supervision of CATCH team Supervisors (Sergeants) and members, assigns case and forensic responsibilities, facilitates the team's tactical operations, and liaisons with each law enforcement agency's chain of command

relative to CATCH policy and personnel issues. The Law Enforcement Coordinator will prepare a report of ongoing and completed investigations for CATCH High-Tech and CATCH-ID. This report shall be presented to the Executive and Steering Committees.

The daily operations of CATCH are managed by the Project Director and Law Enforcement Coordinator who are vested with the authority to manage the program and create and update policy for task force operations. Because of the accountability and responsibility for the grant administration, the CATCH Project Director and CATCH Law Enforcement Coordinator have the final authority in all decisions effecting the CATCH operation and activities of CATCH members.

AGENCY COMMITMENT

The Participating Agency agrees to assign to CATCH one full time Detective Sergeant and four full time Detectives. Full time assignment means the designated staff position will report directly to the CATCH location on a daily basis for a 40 hour average work week. For those agencies that are providing a portion of the in kind grant match, the so designated positions will remain staffed through the grant year.

ACTIONS

Subject to funding levels remaining relatively unchanged, each agency commits as follows:

- CATCH will develop, document, and manage the program details in compliance with Cal-EMA Grantee regulations and the goals listed in the Request for Proposals.
- The San Diego County District Attorney will accept responsibility for overall fiscal management of the state grant, including the identification of the state required 25% match funding.
- CATCH will provide the task force infrastructure, including office environment, supplies and computer equipment.
- CATCH will fund appropriate CATCH approved training for the Participating Agency staff agent assigned to CATCH.
- CATCH will reimburse the Riverside County Sheriff's Department for up to $170,000 of Salary and Benefits of the assigned Riverside County Sheriff's Sergeant. Note that it is understood that although this is not full reimbursement, the Riverside County Sheriff's Department will find alternative funds for the difference and keep the Riverside County Sheriff's Sergeant assigned for the full year.
- CATCH will reimburse the Riverside County Sheriff's Department for up to $55,000 of Salary and Benefits of the assigned Riverside County Sheriff's Office Assistant. Note that it is understood that although this is not full reimbursement, the Riverside County Sheriff's Department will find

alternative funds for the difference and keep the Riverside County Sheriff's Office Assistant assigned for the full year.

- The Participating Agency will assign one full time grant funded Detective Sergeant to CATCH operations.
- The Participating Agency will assign one full time grant funded Office Assistant to CATCH operations.
- The Participating Agency will assign four full-time Participating Agency funded Detectives to CATCH operations, one or more of whom may be identified as part of the requisite in-kind CalEMA match.
- The Participating Agency will equip the investigators with standard safety equipment and a vehicle suitable for surveillance operations.
- Participating Agencies who agree to provide a portion of the in kind match, will keep the selected personnel in place during those fiscal years. If the current personnel are transferred from CATCH, a replacement must be assigned to ensure there is no break in participation in the task force operation.
- The Participating Agency will keep the selected personnel in place for at least 36 months, subject to selection criteria listed below under "Personnel and Administrative Matters."

PERSONNEL AND ADMINISTRATIVE MATTERS

- **Selection and Termination of Personnel**

All agencies recognize that an enthusiastic cooperative attitude by the team members is critical to success in a task force environment. This is best implemented by including the CATCH Project Director and or CATCH Law Enforcement Coordinator in the interview and selection process. Final selection will be made by the agency head.

CATCH reserves the right to request that a participating agency replace personnel who are not succeeding in the task force environment. All parties agree in advance to make a reassignment within 45 days from the date a participating agency receives a written request from CATCH to make a reassignment.

- **Commitment**

Because of the expertise required to conduct high tech investigations and the time and financial investment in training those personnel, participating agencies agree not to transfer or reassign the assigned personnel for a period of at least 36 months from the date the particular individual begins the assignment in the task force, except for the following reasons:

- the individual is promoted;
- the individual leaves the employ of the participating agency; or
- CATCH requests that the individuals be reassigned.

- **Policy and Procedure Manual: S.O.P.**

The policy and procedure manual for operations is in the form of Standard Operating Procedures available to all member agencies and assigned staff. The CATCH SOP recognizes member agency procedures, and addresses all aspects of task force operations, including these listed below.

- **Supervision**

Supervision of the field investigative personnel assigned to CATCH will be the immediate responsibility of the CATCH Sergeants and the ultimate responsibility of the CATCH Law Enforcement Coordinator. The on-site Sergeant will participate in the performance review of the investigators and will provide to the participating agencies written statements and evaluations of the investigators' performance, attitude, and skills in compliance with the investigator's agency guidelines upon request.

- **Timesheets**

The CATCH on site Sergeant will review all time sheets before they are submitted to the participating agency where CATCH has fiscal responsibility for the salary, benefits, or overtime associated with that staff position. The on site Sergeant may approve up to 10 hours of overtime per pay period for each investigator without prior approval. Overtime requests for more than 10 hours in a given pay period for any investigator requires pre-approval from the Law Enforcement Coordinator.

- **CATCH Personnel Training Requests**

All participating agencies recognize the importance and value of training. The Project Director and Law Enforcement Coordinator will be responsible for reviewing and approving investigator training requests. CATCH will pay for the tuition, materials, hotel, car rental and meal per diem costs using San Diego County procedures and limits for the investigators attending CATCH approved training.

- **CATCH Training**

All participating agencies recognize the importance and value of providing training to local law enforcement and the public. This is also part of the program goals and objectives for the state. The participating agencies agree to participate in programs and trainings to meet this objective, as directed by the Project Director and Law Enforcement Coordinator.

- **Compensation**

CATCH will reimburse salary and benefits for those personnel previously designated in this MOU. CATCH approved overtime for task force staff specified in this MOU will be reimbursed to qualifying agencies upon timely claims to the grant fiscal manager. This reimbursement will be limited to the projected and available overtime budget funding. Overtime over these limits will be funded by the participating agency. San Diego County District Attorney fiscal administrative staff reserves the right to defer or refuse payment on claims not submitted in a timely manner.

- **Reports**

A copy of all CATCH investigative records will be maintained at the San Diego County District Attorney's Office. Team members are expected to forward copies of their investigative reports to their own agencies where appropriate. All investigative information will be available to each of the participating law enforcement agencies on an as-needed basis.

- **Maintenance of Case Tracking Information**

Because of the accurate case reporting responsibility of the grant holders to the state, all CATCH personnel and agencies agree that investigations and prosecutions will be tracked in the CATCH database that resides in the San Diego CATCH office. The existence and current status of all investigations and prosecutions must regularly be input into the database and kept updated. This input and updating must occur on a frequency of at least twice per week.

- **Prosecution**

Cases will be prosecuted in state or federal court based upon which court system would be of greatest benefit to the overall objective of CATCH and upon the guidelines and policies of the prosecutorial agencies.

- **Media Relations**

In cases of significant public interest, joint press releases may be made. However, all media inquiries must be referred to the Project Director, without comment by any individual or agency. Information regarding routine apprehensions may be furnished to the press by the Coordinator agency and each agency's Press Information Officer will be notified. All participating federal agencies will coordinate all press releases with the U.S. Attorney's Office.

- **Counterparts**

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

- **Executive Committee**

The daily operations of CATCH and CATCH-ID are managed by the Project Director and Law Enforcement Coordinator who are vested with the authority to run the program and create and update policy for task force operations.

Oversight is provided by an Executive Committee which is comprised of the agency head (or their designee) of each law enforcement agency that assigns at least one half time investigator to either CATCH or CATCH-ID.

Members of the Executive Committee shall meet together with the Law Enforcement Coordinator and Project Director as needed.

The Project Director and Law Enforcement Coordinator will provide a report to the Executive Committee the number and types of cases being investigated and prosecuted by CATCH and CATCH-ID, the training received by CATCH and CATCH-ID investigators, the training provided by CATCH and CATCH-ID investigators and a report on the funds received and expended by CATCH and CATCH-ID.

The Project Director and Law Enforcement Coordinator will also seek ratification by the Executive Committee of any major policy decisions or changes implemented during the preceding year.

The Executive Committee will assist the Project Director and Law Enforcement Coordinator in recruiting additional personnel and agencies to participate in CATCH.

The Executive Committee will assist the Project Director and Law Enforcement Coordinator in the development of administrative procedures and investigative strategies and objectives.

The Executive Committee will assist the Project Director and Law Enforcement Coordinator in obtaining resources, including funds, equipment, vehicles and other items required to support the mission of CATCH in the event that grant funding becomes insufficient.

- **Steering Committee**

The Steering Committee will consist of the Project Director and Law Enforcement Coordinator, Command Level officers from each of the participating agencies and members of the local High Technology Industry.

The Steering Committee will assist the Project Director and Law Enforcement Coordinator in recruiting additional personnel and agencies to participate in CATCH and in the development of administrative procedures, investigative objectives and strategies. The Steering Committee will also assist in obtaining resources, including funds, equipment, vehicles and other items required to support the mission of CATCH. The Steering Committee will meet quarterly.

The Project Director and Law Enforcement Coordinator will provide a report to the Executive and Steering Committees detailing the number and types of cases being investigated and prosecuted by CATCH, the training received by CATCH investigators, the training provided by CATCH investigators and a report on the funds received and expended by CATCH.

- **Modification of Agreement**

This MOU may be modified or amended at any time using the procedure described in this section. Any agency desiring to make a modification or amendment will submit the proposal in writing to the other participating agencies. The amendment or proposal will be voted on by the executive committee. The meeting will occur on the first Tuesday of the month following delivery of the proposed

amendment. If that date provides less than 14 days notice, the meeting will occur on the first Tuesday of the next month. At the meeting, any proposed amendment receiving 75% of the vote of those executive committee members (or their representatives) present at the meeting will be incorporated into this agreement and binding upon all participating agencies.

- **Duration and Termination of Agreement**

All terms in the agreement are contingent upon continued and sufficient funding of CATCH through the Office of Cal-EMA. If funding is eliminated or materially reduced, this agreement can be terminated or modified by CATCH or the San Diego County District Attorney's Office upon written notice to the participating agencies. CATCH will exist as long as there are at least two participating agencies and sufficient funding to operate.

- **Withdrawal of an Agency**

The participation of a specific agency may be withdrawn at any time by that participating agency delivering a written notice of withdrawal to the other participating agencies. Such withdrawal will not take effect for 60 days from the delivery of the notice of termination to the District Attorney. The participating agency agrees to honor their commitment and keep the investigator working in CATCH for the sixty days between the giving of notice and its taking effect. Any agency's termination of their involvement in CATCH will not negate the continuing agencies' participation and agreement under any existing MOU.

- **Respective Responsibilities**

For the purpose of indemnification, each participating agency of CATCH shall be responsible for the acts of its participating personnel and shall incur any liabilities arising out of the service and activities of those personnel while participating in CATCH. Personnel assigned to CATCH shall be deemed to be continuing under the employment of their jurisdictions and shall have the same powers, duties, privileges, responsibilities and immunities as are conferred upon them as peace officers in their own jurisdictions.

LOCATION

CATCH will operate from physical space located at 9630 Aero Drive, San Diego, California, and from 1500 Castellano Road, Riverside, California, or other suitable locations within our three-county area of responsibility. The San Diego County District Attorney's Office agrees to arrange for the equipment and supplies necessary to carry out the administrative responsibilities of CATCH at such locations.

NONDISCRIMINATION CLAUSE

All participating agencies will comply with Title VI of the Civil Rights Act of 1964 and all requirements imposed or pursuant to the regulations of the U.S. Department of Justice (CFR, Part 42, Subparts C and D) issued pursuant to Title VI relating to

discrimination on the grounds of race, color, creed, sexual orientation, sex, age, or national origin and equal employment opportunities.

San Diego County District Attorney	Name	Signature	Date
CATCH	Name	Signature	Date
Riverside County Sheriff's Department	Name	Signature	Date

FORM APPROVED COUNTY COUNSEL
BY: _____
NEAL R. KIPNIS DATE

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
Departmental Concurrence

FORM APPROVED COUNTY COUNSEL
BY: NEAL R. KIPNIS DATE

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

3.5

Prev. Agn. Ref.: | **District: 3** | **Agenda Number:** 3.98

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:** 3.99

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	Sheriff Service Officer II

/kc
10/07/2009
440 Resolutions\KC

3.47

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

815A

SUBMITTAL TO THE BOARD OF DIRECTORS OF THE REDEVELOPMENT AGENCY COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

SUBMITTAL DATE: October 14, 2009

FROM: Redevelopment Agency

SUBJECT: French Valley Airport Parking Lot Construction Project

RECOMMENDED MOTION: That the Board of Directors:

1. Accept the low bid and award the contract to ASR Constructors in the amount of $466,411.00;
2. Authorize the Chairman to sign the contract documents on behalf of the Board;
3. Approve the project budget of $592,411; and
4. Delegate Change Order authority to the Executive Director/RDA or designee in amounts that are in accordance with Board Policy B-11.

BACKGROUND: On July 14, 2009, the Board authorized the Clerk of the Board to advertise the notice inviting bids for the project. The project will construct a new airport terminal parking area consisting of 90 spaces with associated signage and lighting at the French Valley Airport.

(Continued)

Robert Field
Executive Director

Reviewed by CIP TEAM Christopher Hans

Departmental Concurrence

FORM APPROVED COUNTY COUNSEL BY NEAL R KIPNIS DATE

FINANCIAL DATA				
	Current F.Y. Total Cost:	$ 592,411	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

COMPANION ITEM ON BOARD OF SUPERVISORS AGENDA: N/A

SOURCE OF FUNDS: Desert Communities Project Area Redevelopment 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

Dep't Recomm.: ☐ Consent ☒ Policy

Per Exec. Ofc.: ☐ Consent ☑ Policy

Prev. Agn. Ref.: 4.4 7/14/09 | **District:** 3rd | **Agenda Number:** 4.1

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD

BACKGROUND: (Continued)
Completion of the project will result in more efficient and secure parking operations at the airport, which is consistent with the airport's Master Plan. The project documents have been reviewed and approved by the Aviation Division, Facilities Management, and County Counsel, and are consistent with current guidelines for parking lot construction and general aviation facilities. On August 24, 2009, six bids were submitted for the Parking lot construction project which consisted of a single base bid.

Following is a summary of the base bid award:

Contractor	Base Bid
ASR Constructors, Inc.	$466,411.00
Bogh Engineering, Inc.	$498,355.96
Southwest Construction Co. Inc.	$544,289.89
IAC Engineering, Inc.	$546,346.70
Road builders, Inc.	$554,284.00
All American Asphalt	$730,609.50

Recommendation
Staff recommends that the Board accept the bid of ASR Constructors, Inc, award the contract in the amount of $466,411.00, and approve the project budget as described below. County Counsel has approved as to form.

Project Budget

Construction	$466,411
Permits and Inspection	$40,000
Utilities	$40,000
Contingency	$46,000
Total	$592,411

RF:CC:CD 9648
S:\Shared\EDCOM\AIRPORTS\FRENCH VALLEY\Parking Lot Expansion\RDA-F11-_ASR_Bid_Award_Pk_Lot.docx

AGREEMENT FORM

THIS AGREEMENT entered into this _____ day of _____, 20__, by and between ASR Constructors Inc., hereinafter called the "Contractor" and the Redevelopment Agency for the County of Riverside, hereinafter called the "Owner".

WITNESSETH

That the parties hereto have mutually covenanted and agreed as follows:

CONTRACT: The complete Contract includes all of the Contract Documents, to wit: The Notice Inviting Bids, the Instructions to Bidders, the Contractor's Proposal, the Payment and Performance Bonds, the Plans and Specifications plus any Addenda thereto, the General Conditions, Specific Conditions, and this Agreement. All contract documents are intended to cooperate and be complementary so that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all contract documents.

STATEMENT OF WORK: The Contractor hereby agrees to furnish all tools, equipment, services, apparatus, facilities, transportation, labor, and materials for the construction of: Parking Lot Rehabilitation at French Valley Airport, in strict accordance with the plans and specifications dated, April, 2009, prepared by Mead & Hunt, Inc., hereinafter called the "Engineer", including Addenda thereto as listed in the Contractor's Proposal, all of which are made a part hereof.

TIME FOR COMPLETION: The work shall be commenced on a date to be specified in a written order of the Engineer and shall be completed within sixty (60) calendar days from and after said date. It is expressly agreed that except for extensions of time duly granted in the manner and for the reasons specified in the General Conditions, time shall be of the essence.

COMPENSATION TO BE PAID TO CONTRACTOR: The Owner agrees to pay and the Contractor agrees to accept in full consideration for the performance of the Contract, subject to additions and deductions as provided in the Contract Documents, the sum of * _____ Dollars ($ 466,411.00).

* Four Hundred Sixty-six Thousand Four Hundred Eleven Only

Pursuant to Labor Code Section 1861, the Contractor gives the following certifications: I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workmen's Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.

IN WITNESS WHEREOF, the parties hereto on the day and year first above written have executed this agreement in 4 counterparts.

Type of Contractor's organization

Corporation

If other than individual or corporation, list names of all members who have authority to bind firm.

N.A. _____ _____

_____ _____ _____

IF OTHER THAN CORPORATION, EXECUTE HERE

Attest:

Firm Name N.A.

_____ Signature _____

_____ Address _____

Contractor's License No. _____

IF CORPORATION, FILL OUT FOLLOWING AND EXECUTE

Name of President of Corporation ALAN REZOW

Name of Secretary of Corporation PATTI BORRY

Corporation is organized under the laws of the state of CALIFORNIA

AFFIX
SEAL

Firm Name ASR CONSTRUCTORS, INC.

Signature _____

Title of Office PRESIDENT

Address 5230 WILSON ST., RIVERSIDE

Contractor's License No. 615395

Attest:

_____ By _____

Deputy Owner

_____ _____

Seal Chairman, Board of Directors

FORM APPROVED COUNTY COUNSEL

BY: _____

NEAL R. KIPNIS DATE

EXECUTED IN FOUR ORIGINALS

BOND NO. 8216-88-49
PREMIUM INCLUDED IN THE PERFORMANCE BOND

PAYMENT BOND

(Public Work - Civil code Section 3247 et seq.)

PROJECT: FRENCH VALLEY AIRPORT PARKING LOT REHABILITATION
PROJECT NO. 0604-37

The makers of this bond are **ASR CONSTRUCTORS INC.**, as Principal and Original Contractor, and **FEDERAL INSURANCE COMPANY**, a corporation, authorized to issue Surety Bonds in California, as Surety, and this bond is issued in conjunction with that certain pubic works contract dated _____, between Principal and **REDEVELOPMENT***, a public entity, as Owner, for **$466,411.00 ****, the total amount payable. THE AMOUNT OF THIS BOND IS 100% OF SAID SUM. Said contract is for pubic work generally consisting of road improvements and rough grading.

***AGENCY OF RIVERSIDE COUNTY**

****FOUR HUNDRED SIXTY SIX THOUSAND FOUR HUNDRED ELEVEN AND NO/100**

The beneficiaries of this Bond are as is stated in 3248 of the Civil Code and the requirements and conditions of this Bond are as is set forth in Sections 3248, 3249, 4250 and 3252 of said Code. Without notice, Surety consents to extension of time or performance, change in requirements, amount of compensation, or repayment under said contract.

DATED: **OCTOBER 1, 2009**

ASR CONSTRUCTORS INC.
Original Contractor - Principal

FEDERAL INSURANCE COMPANY
Surety.

By _____
Its Attorney in Fact **COLETTE CHISHOLM**

By _____
Title _____
(If corporation , affix seal)

ACKNOWLEDGMENT ATTACHED AS PRESCRIBED BY CA CIVIL CODE SS1188-1190

STATE OF CALIFORNIA)
COUNTY OF _____)

SURETYS ACKNOWLEDGMENT

On _____, before me personally appeared _____, known to me to be the person whose name is subscribed to the within instrument as attorney in fact of _____, a corporation, and acknowledged that he subscribed the name of said corporation thereto, and his own as its attorney in fact.

_____
Notary Public (Seal)

Approved as to form:

Agency Counsel

_____

_____

CALIFORNIA ALL–PURPOSE ACKNOWLEDGMENT

State of California

County of San Diego

On October 1, 2009 before me, B. Lafrenz, Notary Public

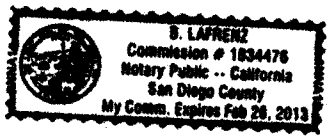
personally appeared Colette Chisholm

who 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 she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person 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 B. Lafrenz



Place Notary Seal Above

OPTIONAL

Though the information below is *not required by law,* it may *prove valuable to persons relying an* 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:
- ❑ Individual
- ❑ Corporate Officer - Title(s):
- ❑ Partner - ❑ Limited ❑ General
- ☒ Attorney in Fact
- ❑ Trustee
- ❑ Guardian or Conservator
- ❑ Other:

Signer Is Representing: Surety Company

CHUBB

Chubb Surety

POWER OF ATTORNEY

Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company

Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059

Know All by These Presents, That **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, and **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, do each hereby constitute and appoint **Colette Chisholm, Larry D. Cogdill, Brooke Lafrenz, Jeanette Seidl and Michael W. Thomas of San Diego, California**----------

each as their true and lawful Attorney- in- Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY,** and **PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this **8th.** day of **February, 2008**

Kenneth C. Wendel, Assistant Secretary

David B. Norris, Jr., Vice President

STATE OF NEW JERSEY
County of Somerset ss.

On this **8th.** day of **February, 2008** before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel, being by me duly sworn, did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By- Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By- Laws and in deponent's presence.

Notarial Seal
STEPHEN B. BRADT NOTARY PUBLIC NEW JERSEY

STEPHEN B. BRADT
Notary Public, State of New Jersey
No. 2321097
Commission Expires Oct. 25, 2009

Notary Public

CERTIFICATION

Extract from the By- Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys- in- Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Kenneth C. Wendel, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

(i) the foregoing extract of the By- Laws of the Companies is true and correct,
(ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
(iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this October 1, 2009

FEDERAL INSURANCE COMPANY INDIANA
PACIFIC INDEMNITY COMPANY INCORPORATED JAN. 16, 1915 WISCONSIN
VIGILANT INSURANCE COMPANY NEW YORK

Kenneth C. Wendel, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656
e-mail: surety@chubb.com

EXECUTED IN FOUR ORIGINALS
BOND NO. 8216-88-49
PREMIUM: $6,996.00

PERFORMANCE BOND

The makers of this bond, **ASR CONSTRUCTORS INC.**, as Principal, and **FEDERAL INSURANCE COMPANY**, as Surety, are held and firmly bound unto **REDEVELOPMENT AGENCY OF ****, hereinafter called the Owner, in the sum of $**466,411.00** **FOUR HUNDRED SIXTY SIX THOUSAND*** dollars for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. ****RIVERSIDE COUNTY**
***FOUR HUNDRED ELEVEN AND NO/100**

The condition of this obligation is such, that whereas the principal entered into a certain contract, hereto attached, with the Owner, dated _____, 20___, for the construction of **FRENCH VALLEY AIRPORT PARKING LOT REHABILITATION** in accordance with plans and specifications, dated _____, 20__. **PROJECT NO. 0604-37**

Now, therefore, if the principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extension thereof that may be granted by the Owner, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, then this obligation to be void, otherwise to remain in full force and virtue. Without notice, Surety consents to extension of time for performance, change in requirements, change in compensation or prepayment under said contract.

DATED:

OCTOBER 1, 2009

ASR CONSTRUCTORS INC.
PRINCIPAL

By _____

FEDERAL INSURANCE COMPANY
SURETY

By _____
Its Attorney In Fact **COLETTE CHISHOLM**

Title PRESIDENT
(If corporation, affix seal)

(NOTE: This bond must be executed by both parties, with corporate seals affixed. All signatures must be acknowledged. Attach acknowledgments.)

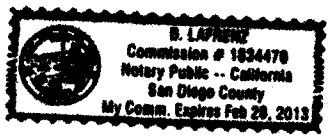
CALIFORNIA ALL–PURPOSE ACKNOWLEDGMENT

State of California

County of San Diego

On October 1, 2009 before me, B. Lafrenz, Notary Public

personally appeared Colette Chisholm



who 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 she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person 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 B. Lafrenz

Place Notary Seal Above

OPTIONAL

Though the information below is *not required by law,* it may *prove valuable to persons relying an* 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:
- ❑ Individual
- ❑ Corporate Officer - Title(s):
- ❑ Partner - ❑ Limited ❑ General
- ☒ Attorney in Fact
- ❑ Trustee
- ❑ Guardian or Conservator
- ❑ Other:

Signer Is Representing: Surety Company

CHUBB

Chubb Surety

POWER OF ATTORNEY

Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company

Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059

Know All by These Presents, That **FEDERAL INSURANCE COMPANY,** an Indiana corporation, **VIGILANT INSURANCE COMPANY,** a New York corporation, and **PACIFIC INDEMNITY COMPANY,** a Wisconsin corporation, do each hereby constitute and appoint **Colette Chisholm, Larry D. Cogdill, Brooke Lafrenz, Jeanette Seidl and Michael W. Thomas of San Diego, California**----------

each as their true and lawful Attorney- in- Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY,** and **PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this 8th. day of **February, 2008**

Kenneth C. Wendel, Assistant Secretary

David B. Norris, Jr., Vice President

STATE OF NEW JERSEY
County of Somerset ss.

On this 8th. day of **February, 2008** before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel, being by me duly sworn, did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By- Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Notarial Seal
STEPHEN B. BRADT NOTARY PUBLIC NEW JERSEY

STEPHEN B. BRADT
Notary Public, State of New Jersey
No. 2321097
Commission Expires Oct. 25, 2009

Notary Public

CERTIFICATION

Extract from the By- Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys- in- Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Kenneth C. Wendel, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

(i) the foregoing extract of the By- Laws of the Companies is true and correct,
(ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
(iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this October 1, 2009

FEDERAL INSURANCE COMPANY INDIANA
PACIFIC INDEMNITY COMPANY INCORPORATED JAN. 16, 1915 WISCONSIN
VIGILANT INSURANCE COMPANY NEW YORK

Kenneth C. Wendel, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656
e-mail: surety@chubb.com

SUBMITTAL TO THE BOARD OF DIRECTORS OF THE REDEVELOPMENT AGENCY COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

831

FROM: Redevelopment Agency

SUBMITTAL DATE: October 29, 2009

SUBJECT: Loan Agreement for the use of Redevelopment Agency Funds with Inspire Life Skills Training, Inc.

RECOMMENDED MOTION: That the Board of Directors:

1. Approve the attached Loan Agreement for the use of Redevelopment Agency Funds between the County of Riverside and with Inspire Life Skills Training, Inc;
2. Authorize the Chairman of the Board to sign the attached Loan Agreement; and
3. Authorize the Executive Director or his designee to take all necessary steps to implement the Loan Agreement including, but not limited to, signing the attached deed of trust, covenant agreement, and subsequent essential and relevant documents subject to approval by County Counsel.

BACKGROUND: (Commences on Page 2)

Robert Field
Executive Director

FINANCIAL DATA	**Current F.Y. Total Cost:**	$ 330,000	**In Current Year Budget:**	Yes
	Current F.Y. Net County Cost:	$	**Budget Adjustment:**	No
	Annual Net County Cost:	$	**For Fiscal Year:**	2009/2010

COMPANION ITEM ON BOARD OF SUPERVISORS AGENDA:

SOURCE OF FUNDS: Redevelopment Low-and Moderate-Income Housing 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 10/29/09

Departmental Concurrence

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

Prev. Agn. Ref.: | **District:** 2nd | **Agenda Number:** 4.2

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

BACKGROUND: Inspire Life Skills Training ("Inspire"), Inc (a non-profit organization) has applied for RDA funds to acquire, rehabilitate and rent one (1) single-family home to very low-income persons that are between the ages of 18 and 22 years of age that are emancipated former foster youth whose incomes do not exceed 50% of the area median income for the County of Riverside ("Project"). Inspire proposes to buy the home within the unincorporated areas of the County of Riverside in the second Supervisorial District.

The RDA has reviewed the application and is recommending a maximum loan of $330,000 in RDA funds for the Project.

The maximum purchase price shall not exceed the actual 95 percent of the area median sales price, or the FHA 203(b) limit, whichever is lower, as updated and published regularly by HUD. The current limit is set at $292,686. In addition, the purchase price shall not exceed the appraised value of the property. Inspire agrees to enforce the affordability period for 55 years as required by the California Health and Safety Code Section 33334.3.

Agency Counsel has reviewed and approved the attached Loan Agreement, Deed of Trust with Assignment of Rents, Promissory Note, and Covenant Agreement. Staff recommends that the Board approve the attached documents.

NO FEE FOR RECORDING PURSUANT TO GOVERNMENT CODE SECTION 6103

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

County of Riverside
Economic Development Agency
1325 Spruce Street, Suite 400
Riverside, CA 92507
Attn. Juan Garcia

SPACE ABOVE THIS LINE FOR RECORDERS USE

LOAN AGREEMENT FOR THE USE OF LOW AND MODERATE INCOME HOUSING

This Agreement is made and entered into this _____ day of _____, 2009 by and between the REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE, a public body, corporate and politic (hereinafter referred to as the "AGENCY) and INSPIRE LIFE SKILLS TRAINING INC., a California nonprofit public benefit corporation (hereinafter referred to as "INSPIRE").

W I T N E S S E T H:

WHEREAS, the AGENCY is a redevelopment agency duly created, established and authorized to transact business and exercise its powers, all under and pursuant to the provisions of the California Community Redevelopment Law, which is Part 1 of Division 24 of the California Health and Safety Code (commencing with Section 33000 et seq.); and, WHEREAS, the AGENCY, pursuant to Section 33334.2 of the California Health and Safety Code, wishes to utilize its Low- and Moderate-Income Housing Set-Aside Funds to improve and increase the supply of the affordable housing in the unincorporated area of the County of Riverside (hereinafter referred to as the "County"); and

WHEREAS, INSPIRE has proposed that the AGENCY loan its funds for the acquisition and rehabilitation of one (1) single-family property and rent to very low-income households ("VLI"), within the unincorporated areas of the County of Riverside 2nd Supervisorial District (the "Project"), as further described in **Exhibit A** which is attached hereto and by this reference incorporated herein; and

WHEREAS, eligible single-family home (hereinafter referred to as the "Assisted Unit") are also more fully described in **Exhibit A**; and

WHEREAS, on July 9, 1996, the County adopted Ordinance No. 763 creating a redevelopment plan for an area within the County known as the Jurupa Valley Project Area (hereinafter referred to as the "PROJECT AREA"); and

WHEREAS, the Project may be located inside or outside the Project Area; and

WHEREAS, ON December 20, 2005, the AGENCY adopted Resolution RDA 2005-35 finding that the use of Low- and Moderate-Income Housing Set-Aside Funds outside the Project Area is of benefit to the Project Area; and

WHEREAS, ON December 20, 2005, the County Board of Supervisors adopted Resolution No. 2005-374 making a similar finding; and

WHEREAS, the AGENCY endeavors to preserve, protect, improve and increase the affordable housing stock and eliminate blight; and

WHEREAS, the PROJECT will alleviate blighting conditions as set forth in Section 33031 of the California Health and Safety Code; and

WHEREAS, INSPIRE has represented that it has the necessary expertise, skill, and ability to carry out the commitments contained in this Agreement; and

WHEREAS, AGENCY agrees to loan Low- and Moderate-Income Housing Set-Aside Funds (hereinafter referred to as "AGENCY Funds") to INSPIRE to complete the Project and maximize the affordability of the Assisted Unit; and

WHEREAS, concurrently with the acquisition of the single-family home, a deed of trust and a covenant restriction evidencing this loan will be recorded;

NOW, THEREFORE, the AGENCY and INSPIRE mutually agree as follows:

1. PURPOSE. The AGENCY agrees to lend up to Three Hundred Thirty Thousand Dollars ($330,000) of AGENCY funds to INSPIRE (" AGENCY Loan") upon the terms and conditions set forth herein. INSPIRE promises and agrees to undertake and assist with the AGENCY assisted activities by utilizing such AGENCY Funds, as identified in **Exhibit A**.

2. INSPIRE'S OBLIGATIONS. INSPIRE hereby agrees to undertake and complete the following activities:

a. Timeline. Carry out the Project in accordence with the timeline set forth in **Exhibit A**.

b. Recordation. INSPIRE shall, for the Assisted Unit of the Project, execute a promissory note, and execute and record a corresponding deed of trust in the official records of Riverside County.

c. Permits and Environmental Compliance. Before commencement of rehabilitation or other works of improvement upon the Assisted Unit, INSPIRE shall, at its own expense, secure or cause to be secured any and all permits and approvals that may be required for rehabilitation of such Assisted Unit pursuant to the applicable rules and regulations of the County and any other governmental agency affected by such rehabilitation of work. INSPIRE shall, without limitation, apply for and secure any and all necessary studies required for environmental review, as described in **Section 20**, and pay all costs, charges and fees associated therewith.

d. Performance. Acquire and complete rehabilitation of the Assisted Unit in accordance with the timeline set forth in **Exhibit A** and **Section 29**.

e. Approval of Assisted Unit. Submit information for the proposed Assisted Unit for AGENCY review and approval prior to acquisition.

f. Affordability. Operate the Project, in such a manner so that it will remain affordable to qualified VLI households for an Affordability Period as defined in **Section 14**.

g. Compliance. Implement and pursue the Project in full compliance

with all applicable Federal, State and local codes, laws, regulations and ordinances as described in **Section 20**.

3. AGENCY'S OBLIGATIONS. AGENCY agrees to undertake and complete the following activities:

a. Provide a total amount identified in **Section 1** in AGENCY Funds to INSPIRE for financing acquisition and rehabilitation costs of the Project.

b. Comply with all of its obligations as participating recipient under the applicable regulations set forth in California Redevelopment Law.

4. PRIOR AGENCY APPROVAL. INSPIRE shall obtain AGENCY'S approval of all items requiring such approval as described in this Agreement.

5. AGENCY Loan. INSPIRE shall borrow the AGENCY Funds from the AGENCY for financing of the Project under the following terms and conditions:

a. Term. The maturity of the Agency Loan shall be the first to occur of (i) July 1, 2065 or (ii) fifty-five (55) years from the issuance of the Certificate of Occupancy (the "Agency Loan Term").

b. Principal. The principal of that portion of the AGENCY Loan attributable to the Assisted Unit shall be the amount of AGENCY Funds provided for acquisition and rehabilitation of the Assisted Unit evidenced by a promissory note ("Note"), as shown in **Exhibit C**, which is attached hereto and by this reference incorporated herein, executed by INSPIRE in favor of the AGENCY in a form satisfactory to the AGENCY.

c. Interest. The interest rate for the Note shall be zero percent (0%) per annum.

d. Repayment. The Note shall provide the following:

1) It is intended that the full amount of the AGENCY Loan

attributable to the Assisted Unit will be forgiven at the end of the Affordability Period as defined in **Section 14**.

2) The AGENCY Loan will accrue interest at a rate of zero percent (0%) per annum, except in the case of default as hereinafter provided, and shall be repaid on an annual basis from the Project's Residual Receipts as defined herein;

i) Residual Receipts shall be determined based on a review of certified financial statements for the Project. Project Residual Receipts are defined as gross receipts, not including interest on required reserve accounts, less the following: auditing and accounting fees;

ii) operating expenses;

iii) replacement reserves limited to $400 annually; and

iv) payments of principal and interest on amortized loans and indebtedness which have been approved by the AGENCY.

e. Security. The AGENCY Loan shall be secured by a "Deed of Trust" as shown in **Exhibit B**, which is attached hereto and by this reference incorporated herein, recorded against the Assisted Unit (the "Deed of Trust"). INSPIRE hereby agrees that the Deed of Trust shall be in the first position. Any additional loan beyond the AGENCY Loan must receive prior approval as noted in section h below.

f. REQUEST FOR NOTICE. INSPIRE shall cause to be filed for record in the Office of the Recorders of Riverside County, California a request for a copy of any notice of default and notice of sale under any deed of trust or mortgage with power of sale of

the Assisted Unit pursuant to California Civil Code Section 2924(b) or any successor statute thereto. Such notice shall be mailed to the Agency as follows: Executive Director, Redevelopment Agency of the County of Riverside, 1325 Spruce Street, Suite 400, Riverside, CA 92507. A copy of the notice is attached as **Exhibit D**.

g. Prepayment. Prepayment of principal and/or interest may occur at any time without penalty. The requirements of **Section 20**, Compliance with Laws and Regulations, however, shall remain in full force and effect for a term specified in Section 6 hereof.

h. Subsequent Financing. INSPIRE shall obtain express approval from the AGENCY for any subsequent loan collateralized by this Property.

6. TERM OF AGREEMENT. Unless terminated earlier pursuant to the terms hereof, this Agreement shall continue in full force and effect for the Agency Loan Term.

7. COMPLETION SCHEDULE. INSPIRE shall proceed consistent with the completion schedule set forth in **Exhibit A** and with **Section 29**, as the same may be amended in writing by the parties from time to time, and subject to force majeure delays.

8. EXTENSION OF TIME. AGENCY may grant an extension to the completion schedule for the purpose of completing INSPIRE's activities which cannot be completed as outlined in **Exhibit A**. INSPIRE shall request said extension in writing, stating the reasons therefore, and may be granted only by receiving written approval from AGENCY. Every term, condition, covenant, and requirement of this Agreement shall continue in full force and effect during the period of any such extension.

9. LETTER TO PROCEED. INSPIRE shall neither initiate nor incur any expenses for AGENCY funded activity covered under the terms of this Agreement prior to receiving written authorization to proceed.

10. REALLOCATION OF FUNDS. If eighty percent (80%) of AGENCY

Funds have not been drawn down after three (3) months from the date of this Agreement, then the balance of the AGENCY Funds which have not been drawn down may be reallocated by AGENCY after thirty (30) days' prior written notice is given and an opportunity to cure is given to INSPIRE for a period of sixty (60) days. Upon such reallocation, this Agreement shall be terminated and be of no further force and effect and INSPIRE shall be released and discharged from any obligations under this Agreement.

11. CONDITIONS FOR DISPOSITION OF FUNDS. AGENCY shall: (1) make payments of the AGENCY Loan to INSPIRE as specified in **Exhibit A**, and (2) monitor the Project to ensure compliance with applicable federal, state and local laws, regulations, ordinances and the terms of this Agreement.

There will be no disbursement of funds for acquisition costs for the Assisted Unit into escrow until the following events first occur:

a. INSPIRE shall execute this AGENCY Loan Agreement.

b. INSPIRE shall provide documentation to support compliance with eligibility requirements for such property.

c. INSPIRE shall provide the seller of the property ("Seller") with a letter of "Voluntary Acquisition of Property" as shown in **Exhibit E**, which is attached hereto and by this reference incorporated herein.

d. INSPIRE shall provide and cause the Seller of the property to provide a signed Purchase Offer form, as shown in **Exhibit E**, acknowledging that both INSPIRE and Seller have read and understood:

1) The letter of Voluntary Acquisition of Property;

2) The maximum purchase price shall not exceed the actual 95 percent of the area median sales price, or the FHA 203(b) limit, whichever is lower, as updated and published regularly by HUD. Also, purchase price of property shall

not exceed the appraised value. The appraised value of the property shall be established through an appraisal made by one of the AGENCY's approved appraisers.

3) If Assisted Unit is not an owner occupied home the Seller must certify that the home has been vacant for a period of at least ninety (90) days prior to the Purchase Offer.

e. Prior to closing of escrow, INSPIRE shall provide at its expense, a Preliminary Title Report, signed Purchase and Sale Agreement and estimated closing cost statement for the property from escrow to AGENCY.

f. INSPIRE shall provide to AGENCY Escrow Instructions with respect to the property to be acquired.

g. INSPIRE provides at its expense an ALTA policy insuring the deed of trust.

There will be no disbursement of funds for rehabilitation costs for the Assisted Unit until the following events first occur with respect to the Assisted Unit:

h. INSPIRE shall provide at its expense an updated Preliminary Title Report for the property evidencing the recordation of all documents to AGENCY.

i. If California state prevailing wages are required to be paid, then INSPIRE must hire a qualified professional firm or assign experienced staff to review and monitor prevailing wage compliance for all submissions of contractors certified payrolls to the AGENCY.

j. INSPIRE must provide satisfactory evidence that it has secured any and all permits and approvals which may be required for rehabilitation of the Assisted Unit pursuant to the applicable rules and regulations of the County and Cities where the Assisted Unit

is located and any other governmental agency affected by such construction of work.

k. INSPIRE shall provide a detailed Rehabilitation Plan and timetable to complete the acquisition and rehabilitation of the Assisted Unit and rental of the Assisted Unit in accordance with the completion schedule shown in **Exhibit A** including a detailed line item rehabilitation cost budget per unit for review and approval by AGENCY.

l. INSPIRE shall provide duly executed documents and instruments showing the ownership of the Assisted Unit as specifically identified in **Exhibit A**.

AGENCY will retain ten percent (10%) of the final AGENCY fund disbursement. AGENCY shall release final draw down of AGENCY Funds for rehabilitation applicable to the Assisted Unit following receipt of all of the following Closing Documents from INSPIRE with respect to the Assisted Unit:

1) unconditional lien release from general contractor and any subcontractors;

2) recorded Notice of Completion;

3) if applicable, all remaining California state prevailing documentation, if any, including, but not limited to, complete certified payrolls, Section 3 certifications, fringe benefit forms, and certificates of authorization and understanding;

4) tenant checklist;

5) proposed rent;

6) final development costs and project budget; and

final sources and uses of funds.

12. INSPIRE REPRESENTATIONS. INSPIRE represents and warrants to

AGENCY as follows:

a. Authority. INSPIRE is a duly organized nonprofit public benefit corporation under the laws of the State of California. The copies of the documents evidencing INSPIRE's organization that have been delivered to the AGENCY, are true and complete copies of the originals, amended to the date of this Agreement. INSPIRE has full right, power and lawful authority to accept the conveyance of eligible properties for the Project and undertake all obligations as provided herein. INSPIRE's execution, performance and delivery of this Agreement has been fully authorized by all requisite actions on the part of INSPIRE.

b. No Conflict. To the best of INSPIRE's knowledge, INSPIRE's execution, delivery and performance of its obligations under this Agreement will not constitute a default or a breach under contract, agreement or order to which INSPIRE is a party or by which it is bound.

c. No Bankruptcy. INSPIRE is not the subject of a bankruptcy proceeding.

d. Prior to Closing. INSPIRE shall, upon learning of any fact or condition which would cause any of the warranties and representations in this Agreement not to be true as of Closing, immediately give written notice such fact or condition to AGENCY. Such exception(s) to a representation shall not be deemed a breach by INSPIRE hereunder, but shall constitute an exception which AGENCY shall have the right to approve or disapprove if such exception would have an effect on the value or operation of the Project.

13. DISTRIBUTION OF FUNDS. Any disbursement of funds is expressly

conditioned upon the satisfaction of conditions set forth in **Section 11**. Subsequent to acquisition of the Assisted Unit, AGENCY shall pay INSPIRE for rehabilitation costs on a "cost-as-incurred" basis for all AGENCY-eligible approved costs on a monthly basis. All disbursements of AGENCY Funds for rehabilitation will be made within thirty (30) days after INSPIRE has submitted its letter identifying payments made and requesting reimbursement.

The developer's fee will be disbursed upon completion of rehabilitation of the A ssisted Unit. INSPIRE sh all comply with timely drawdown of funds by submitting monthly requests for reimbursement. AGENCY will retain ten percent (10%) of the final AGENCY fund disbursement. AGENCY shall release final draw down of AGENCY Funds following receipt of all of the items listed in **Section 11**.

14. TERMS OF AFFORDABILITY. The period of affordability for the Assisted Unit (the "Affordability Period") shall be fifty-five (55) years from the issuance of the Certificate of Occupancy.

15. DEVELOPER'S FEE. The developer's fee cannot exceed ten percent (10%) of total Rehabilitation costs.

16. INSURANCE. Without limiting or diminishing INSPIRE's obligation to indemnify or hold the AGENCY harmless, INSPIRE shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement.

a. Worker's Compensation Insurance.

If INSPIRE has employees as defined by the State of California, INSPIRE 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 AGENCY and the County of Riverside, and, if applicable, to provide a Borrowed

Servant/Alternate Employer Endorsement.

b. Commercial General Liability Insurance.

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of INSPIRE'S performance of its obligations hereunder. Policy shall name the AGENCY and the County of Riverside as additionally insured. 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.

c. Vehicle Liability Insurance.

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

d. General Insurance Provisions – All Lines.

1) 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 AGENCY Risk

Manager. If the AGENCY'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.

2) INSPIRE'S insurance carrier(s) 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 AGENCY Risk Manager before the commencement of operations under this Agreement. Upon notification of self insured retention unacceptable to the AGENCY, and at the election of the AGENCY's Risk Manager, INSPIRE'S carriers shall either; (a) reduce or eliminate such self-insured retention as respects this Agreement with the AGENCY, or (b) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) INSPIRE shall cause INSPIRE's insurance carrier(s) to furnish the Redevelopment Agency with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the AGENCY Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the AGENCY 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 AGENCY 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 coverage's set forth herein and the insurance required herein is in full force and effect. INSPIRE shall not commence operations until the AGENCY has been furnished original Certificate(s) of Insurance and certified original copies of endorsements and if requested, certified original 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.

4) It is understood and agreed to by the parties hereto that INSPIRE's insurance shall be construed as primary insurance, and the AGENCY's insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or, the term of this Agreement, including any extensions thereof, exceeds five (5) years the AGENCY reserves the right to adjust the types of insurance required under this Agr eement and the

monetary limits of liability for the insurance coverage's currently required herein, if; in the AGENCY Risk Manager's reasonable judgment, the amount or type of insurance carried by INSPIRE has become inadequate.

6) INSPIRE shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the AGENCY.

8) INSPIRE agrees to notify AGENCY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

17. FINANCIAL RECORDS. INSPIRE shall maintain financial, programmatic, statistical and other supporting records of its operations and financial activities. Said records shall be retained for no less than five (5) years after the Project completion date. If any, records of individual tenant income verifications, Project rents, if any, and Project inspections must be retained for the most recent five (5) year period, until five (5) years after the affordability period terminates. If any litigation, claim, negotiation, audit, or other action has been started before the expiration of the regular period specified, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular period, whichever is later.

18. PROJECT MONITORING AND EVALUATION. Except as otherwise provided for in this Agreement, INSPIRE shall maintain and submit records to the AGENCY within ten (10) business days of the AGENCY's request which clearly documents INSPIRE's performance under each requirement of AGENCY. A list of document submissions and timeline are shown in **Exhibit A** and such list may be amended from time to time subject to AGENCY reporting requirements.

19. ACCESS TO PROJECT SITE. The AGENCY shall have the right to visit any Project site at all reasonable times, and upon completion of the Project upon reasonable written notice to INSPIRE, to review the operation of the Project in accordance with this Agreement.

20. COMPLIANCE WITH LAWS AND REGULATIONS. By executing this Agreement, INSPIRE hereby certifies that it will adhere to and comply with all federal, state and local laws, regulations and ordinances. In particular, INSPIRE shall comply with the following as they may be applicable:

a. Obligation to Refrain from Discrimination. INSPIRE covenants and agrees there shall be no discrimination against or segregation of any person, or group of persons, on account of sex, sexual orientation, marital status, race, religion, color, creed- national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Project nor shall AGENCY or any person claiming under or through INSPIRE establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees of the Project.

b. Environmental Review. INSPIRE must comply with the California Environmental Quality Act (CEQA) and its implementation regulations.

c. Prevailing Wages and Compliance with State Laws. The exclusive and sole public funds used to construct the Project will be Redevelopment Low- and Moderate-Income Housing Set-Aside Funds. INSPIRE shall comply with any applicable labor regulations and all other State Laws in connection with the construction of the improvements which comprise the Project,

including if applicable, requirements relating to prevailing wages. INSPIRE believes that the payment of California state prevailing wages, as defined by the California Department of Industrial Relations, is not required and agrees and acknowledges that it is the responsibility of INSPIRE to obtain a legal determination, if necessary, at INSPIRE'S sole cost and expenses as to whether prevailing wages must be paid for during the construction of the Project. INSPIRE agrees to indemnify, defend, and hold AGENCY harmless from and against any and all liability arising out of and related to INSPIRE'S failure to comply with any and all applicable prevailing wage requirements.

d. All construction contract and professional services for the Project must be performed by persons or entities licensed or otherwise authorized to perform the applicable construction work or service in the State of California.

e. Lead-Based Paint. INSPIRE shall comply with any and all, but not limited to, applicable requirements of the Lead-Based Paint Poisoning Prevention Act; Residential Lead-Based Paint Hazard Reduction Act (Title X, Sections 1012 and 1013, of the 1992 Housing and Community Development Act); and Housing and Urban Development Lead Safe Housing Regulations (24 Code of Federal Regulations Part 35).

f. Displacement, Relocation, and Acquisition. INSPIRE shall comply with any and all, but not limited to, applicable requirements for relocation requirements and acquisition requirements of the laws of the State of California. Prior to rehabilitation, INSPIRE shall provide a Relocation Plan as set forth herein of this Agreement that describes and makes findings

for any and all relocation that is temporary, permanent or involves no relocation.

21. PURCHASE PRICE REQUIREMENT. The maximum purchase price shall not exceed the actual 95 percent of the area median sales price, or the FHA 203(b) limit, whichever is lower, as updated and published regularly by HUD. Also, purchase price of property shall not exceed the appraised value. The appraised value of the property shall be established through an appraisal prepared by one of the AGENCY's approved appraisers. The AGENCY will be responsible for ordering the appraisal.

22. INCOME TARGETING REQUIREMENTS. INSPIRE agrees to reserve the Project for very low-income ("VLI") housing to persons and households, as required by Section 33334.2 and 33334.3 of the California Health and Safety Code. Project shall be limited to VLI persons that are between the ages of 18 and 22 years of age that are emancipated former foster youth whose incomes do not exceed fifty percent (50%) of the area median family income for the Riverside County, adjusted by family size, at the time of occupancy, as defined by California Health and Safety Code Sections 50079.5, 50105 and 50106, as defined in **Exhibit F**, which is attached hereto and by this reference incorporated herein.

23. RENT LIMITATIONS. INSPIRE agrees that the entire Project shall remain affordable in accordance with the rent limitations set forth in California Health and Safety Code Section 50053(b)(2), and as restricted in the Covenant Agreement for a period not less than fifty-five (55) years. INSPIRE shall ensure that the Assisted Unit are rented to qualified applicants at the rent levels not exceeding the affordable rental housing cost as defined in Section 50053. The maximum monthly allowances for utilities and services (excluding telephone) will not exceed utility allowance set by the Housing Authority of the County of Riverside.

24. TENANT PROTECTIONS. INSPIRE shall provide protection to the tenants in accordance to the requirements set forth and described as follows:

a. Provide written lease agreement for not less than one year, unless

by mutual agreement between the tenant and INSPIRE. COUNTY shall review the initial form of the lease agreement prior to INSPIRE executing any leases and, provided that INSPIRE uses the approved lease form, INSPIRE shall be permitted to enter into residential leases without the COUNTY's prior written consent.

b. Prohibited Lease Terms. The rental agreement/lease may not contain any of the following provisions:

(1) Agreement to be sued. Agreement by the tenant to be sued, to admit guilt or to a judgment in favor of INSPIRE in a lawsuit brought in connection with the lease.

(2) Treatment of property. Agreements by tenant that INSPIRE may take, hold, or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property remaining in the housing unit after the tenant has moved out of the unit. INSPIRE may dispose of this personal property in accordance with State law.

(3) Excusing INSPIRE from responsibility. Agreement by the tenant not to hold INSPIRE or INSPIRE's agents legally responsible for any action or failure to act, whether intentional or negligent.

(4) Waiver of notice. Agreement of the tenant that INSPIRE may institute a lawsuit without notice to the tenant.

(5) Waiver of legal proceeding. Agreement by the tenant that the INSPIRE may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties.

(6) Waiver of a jury trial. Agreement by the tenant to waive

any right to a trial by jury.

(7) Waiver of right to appeal court decision. Agreement by the tenant to waive the tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease.

(8) Tenant chargeable with cost of legal actions regardless of outcome. Agreement by the tenant to pay attorneys' fees or other legal costs even if the tenant wins in a court proceeding by INSPIRE against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses.

25. MECHANICS LIENS AND STOP NOTICES. If any claim of mechanics lien is filed against the Project or a stop notice affecting the AGENCY Loan is served on the AGENCY, INSPIRE must, within twenty (20) days of such filing or service, either pay and fully discharge the lien or stop notice, obtain a release of the lien or stop notice by delivering to the AGENCY a surety bond in sufficient form and amount, or provide the AGENCY with other assurance reasonably satisfactory to AGENCY that the lien or stop notice will be paid or discharged.

26. STATE REQUIREMENTS. INSPIRE shall comply with the provisions of the California Community Redevelopment Law and any amendments thereto and all applicable regulations and guidelines now or hereafter enacted.

27. SALE OR TRANSFER OF THE PROJECT. INSPIRE hereby covenants and agrees not to sell, transfer or otherwise dispose of the Project or any portion thereof, without obtaining the prior written consent of the AGENCY, which consent shall be conditioned solely upon receipt by the AGENCY of reasonable evidence satisfactory to the AGENCY that transferee has assumed in writing and in full, and is reasonably capable of performing and complying with INSPIRE's duties and obligations under this Agreement and where upon INSPIRE shall be released of all obligations hereunder which accrue from and after the date of such sale.

28. INDEPENDENT CONTRACTOR. INSPIRE and its agents, servants and employees shall act at all times in an independent capacity during the term of this Agreement,

and shall not act as, shall not be, nor shall they in any manner be construed to be agents, officers, or employees of AGENCY.

29. PERFORMANCE REQUIREMENTS. INSPIRE must complete the following activities within the time specified:

a) Acquisition of the Assisted Unit within three (3) months from the date of this Agreement;

b) Rehabilitation of the Assisted Unit within five (5) months from the date of this Agreement; and

30. NOTICE OF AFFORDABILITY RESTRICTIONS. In accordance with Health and Safety Code, Section 33334.3, a Notice of Affordable Restrictions on Transfer of Property, as shown in **Exhibit G** which is attached hereto and by this reference incorporated herein, must be recorded with the County Recorder at the time of close of escrow.

31. EVENTS OF DEFAULT. The occurrence of any of the following events shall constitute an "Event of Default" under this Agreement:

a) Monetary Default. (1) INSPIRE'S or any agent of INSPIRE'S use of AGENCY Loan for costs disallowed under the California Community Redevelopment Law or for uses inconsistent with terms and restrictions set forth in this Agreement; (2) INSPIRE'S failure to obtain and maintain the insurance coverage required under this Agreement; (3) INSPIRE'S or any agent of INSPIRE'S failure to make any other payment of any assessment or tax due under this Agreement;

b) Non-Monetary Default - Operation. (1) Discrimination by INSPIRE or INSPIRE'S agent on the basis of characteristics prohibited by this Agreement or applicable law; (2) the imposition of any encumbrances or liens on the Project (other than the Permitted Liens) without the AGENCY'S prior written approval that are prohibited under this Agreement or that have the effect of

reducing the priority or invalidating the Deed of Trust; (3) any material adverse change in the condition of INSPIRE or the Project or permanent financing or funding for the Project that gives the AGENCY reasonable cause to believe that the Project cannot be operated according to the terms of this Agreement;

c) General Performance of Grant Obligations. (i) any continuous or repeated breach by INSPIRE or INSPIRES'S agents of any material obligations on INSPIRE imposed in the Agreement, and (ii) failure by INSPIRE to comply with all requirements specified in this Agreement by March 27, 2010. All remaining AGENCY Loan funds not expended will be subject to AGENCY'S sole discretion.

d) General Performance of Other Obligations. Any continuous or repeated breach by INSPIRE or INSPIRE'S agents of any material obligations on the Project imposed by any other agreement with respect to the financing, development, or operation of the Project; whether or not the AGENCY is a party to such agreement; but only following any applicable notice and cure periods with respect to any such obligation;

e) General Performance of Affordability Requirements. Any breach by INSPIRE or INSPIRE'S agents of any housing affordability requirements imposed in the AGENCY Agreement;

f) Representations and Warranties. A determination by the AGENCY that any of INSPIRE'S representations or warranties made in this Agreement, any statements made to the AGENCY by the INSPIRE, or any certificates, documents, or schedules supplied to the AGENCY by the INSPIRE were untrue in any material respect when made, or that INSPIRE concealed or failed

to disclose a material fact from the AGENCY;

g) Damage to Project. In the event that the Project is materially damaged or destroyed by fire or other casualty, and INSPIRE receives an award or insurance proceeds for the repair or reconstruction of the Project, and INSPIRE does not use such award or proceeds to repair or reconstruct the Project; provided, however, sufficient proceeds are available, no events of default exists and the restoration of the Project can be completed prior to maturity of the grant.

h) Bankruptcy, Dissolution and Insolvency. INSPIRE'S (1) filing for bankruptcy, dissolution, or reorganization, or failure to obtain a full dismissal of any such involuntary filing brought by another party before the earlier of final relief or thirty (30) days after such filing; (2) making a general assignment for the benefit of creditors; (3) applying for the appointment of a receiver, trustee, custodian, or liquidator, or failure to obtain a full dismissal of any such involuntary application brought by another party before the earlier of final relief or sixty (60) days after such filing; (4) insolvency or (5) failure, inability or admission in writing of its inability to pay its debts as they become due.

32. NOTICE OF DEFAULT AND OPPORTUNITY TO CURE. For monetary and non-monetary Events of Default, the AGENCY shall give written notice to INSPIRE and its investment limited partner, if any, of any Event of Default by specifying: (a) the nature of the Event of Default or the deficiency giving rise to the default, (b) the action required to cure the deficiency, if an action to cure is possible, and (c) a date, which shall not be less than sixty (60) calendar days from the mailing of the notice, by which such action to cure must be taken. The AGENCY agrees that INSPIRE shall have the right to cure any and all defaults under this Agreement.

33. AGENCY REMEDIES. Upon the happening of an Event of Default and a failure by INSPIRE to cure said default within the time specified in the Notice of Default (if an action to cure is specified in said notice), the AGENCY'S obligation to disburse AGENCY Loan shall terminate, and the AGENCY may also in addition to other rights and remedies permitted by this Agreement or applicable law, proceed with any or all of the following remedies in any order or combination the AGENCY may choose in its sole discretion:

a) Terminate this Agreement, in which event the entire amount as well as any other monies advanced to INSPIRE by the AGENCY under this Agreement including administrative costs, shall become immediately due and payable;

b) Bring an action in equitable relief (1) seeking the specific performance by INSPIRE of the terms and conditions of this Agreement, and/or (2) enjoining, abating, or preventing any violation of said terms and conditions, and/or (3) seeking declaratory relief;

c) Demand immediate full payment of the amount outstanding under the Agreement, as well as any other monies advanced to INSPIRE by the AGENCY under this Agreement, except for developer fees earned to the point of default;

d) Enter the Project and take any remedial actions necessary in its judgment with respect to hazardous materials that the AGENCY deems necessary to comply with hazardous materials laws or to render the Project suitable for occupancy;

e) Enter upon, take possession of, and manage the Project, either in person, by agent, or by a receiver appointed by a court; and

Pursue any other remedy available at law or in equity.

34. INSPIRE'S REMEDIES. Upon the fault or failure of the AGENCY to meet any of its obligations under this Agreement, INSPIRE may:

a) Demand payment from the AGENCY of any sums due INSPIRE; and/or

b) Bring an action in equitable relief seeking the specific performance by the AGENCY of the terms and conditions of this Agreement; and/or

c) Pursue any other remedy allowed at law or in equity.

35. INSPIRE'S WARRANTIES. INSPIRE represents and warrants (1) that it has access to professional advice and support to the extent necessary to enable INSPIRE to fully comply with the terms of this Agreement, and to otherwise carry out the Project, (2) that it is duly organized, validly existing and in good standing under the laws of the State of California, (3) that it has the full power and authority to undertake the Project and to execute this Agreement, (4) that the persons executing and delivering this Agreement are authorized to execute and deliver such documents on behalf of INSPIRE and (5) that neither INSPIRE nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in connection with the transaction contemplated by this Agreement.

36. HOLD HARMLESS AND INDEMNIFICATION. INSPIRE shall indemnify and hold harmless the AGENCY, the County and their respective Agencies, Districts, Special Districts, Departments, directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives ("Indemnified Parties") from any liability whatsoever, based or asserted upon any services of INSPIRE, 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 or any other element of any kind or nature whatsoever arising from the performance of INSPIRE, its officers, agents, employees, subcontractors, agents or representatives from this Agreement. INSPIRE shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnified Parties in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by INSPIRE, INSPIRE 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 AGENCY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes INSPIRE'S indemnification to AGENCY as set forth herein.

INSPIRE'S obligation hereunder shall be satisfied when INSPIRE has provided to AGENCY the appropriate form of dismissal relieving Indemnified Parties from any liability for the action or claim involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe INSPIRE'S obligations to indemnify and hold harmless the Indemnified Parties herein 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 INSPIRE from indemnifying the AGENCY to the fullest extent allowed by law.

37. RESTRICTONS TO RUN WITH THE LAND. The AGENCY and INSPIRE hereby declare their express intent that the restrictions set forth in this Agreement shall run with the land, and shall bind all successors in title to the Project until the expiration of this Agreement. Each and every contract, deed or other instrument hereafter executed covering and conveying the Project or any portion thereof shall be held conclusively to have been executed, delivered and accepted subject to the restrictions, regardless whether such restrictions are set forth in such contract, deed or trust instrument.

38. AUTHORITY TO EXECUTE. The persons executing this Agreement or exhibits attached hereto on behalf of the parties to this Agreement hereby warrant and represent that they have the authority to execute this Agreement and warrant and represent that they have the authority to bind the respective parties to this Agreement to the performance of its obligations hereunder.

39. INTERPRETATION AND GOVERNING LAW. This Agreement and

any dispute arising hereunder shall be governed by and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement, all parties having been represented by counsel in the negotiation and preparation hereof.

40. MINISTERIAL ACTS. The Executive Director of the AGENCY or designee(s) are authorized to take such ministerial actions as may be necessary or appropriate to implement the terms, provisions, and conditions of this Agreement as it may be amended from time to time by AGENCY.

41. WAIVER. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's rights to insist and demand strict compliance by the other party with the terms of this Agreement thereafter.

42. JURISDICTION AND VENUE. Any action at law or in equity arising under this Agreement or brought by a party hereto for the purpose of enforcing, construing or determining the validity of any provision of this Agreement shall be filed in the consolidated Courts of Riverside County, State of California, and the parties hereto waive all provisions of law providing for the filing, removal or change of venue to any other court or jurisdiction.

43. SEVERABILITY. Each paragraph and provision of this Agreement is severable from each other provision, and if any provision or part thereof is declared invalid, the remaining provisions shall nevertheless remain in full force and effect.

44. MODIFICATION OF AGREEMENT. The AGENCY or INSPIRE may consider it in its best interest to change, modify or extend a term or condition of this Agreement. Any such change, extension or modification, which is mutually agreed upon by the AGENCY and INSPIRE shall be incorporated in written amendments to this Agreement. Such amendments shall not invalidate this Agreement, nor relieve or release the AGENCY or

INSPIRE from any obligations under this Agreement, except for those parts thereby amended. No amendment to this Agreement shall be effective and binding upon the parties, unless it expressly makes reference to this Agreement, is in writing and is signed and acknowledged by duly authorized representatives of all parties.

45. ASSIGNMENT. INSPIRE will not make any sale, assignment, conveyance, or lease of any trust or power, or transfer in any other form with respect to this Agreement or the Project, without prior written approval of the AGENCY. Any proposed transferee shall have the qualifications and financial responsibility, as reasonably determined by the AGENCY necessary and adequate to fulfill the obligations undertaken in this Agreement by INSPIRE. Any proposed transferee shall, by instrument in writing, for itself and its successor and assigns, and expressly for the benefit of the AGENCY, assume all of the obligations of the INSPIRE under this Agreement and agree to be subject to all the conditions and restrictions to which the INSPIRE is subject.

46. NOTICES. All notices, requests, demands and other communication required or desired to be served by either party upon the other shall be addressed to the respective parties as set forth below or the such other addresses as from time to time shall be designated by the respective parties and shall be sufficient if sent by U.S. first class, certified mail, postage prepaid, or express delivery service with a receipt showing the date of delivery.

AGENCY	INSPIRE
Director of Housing Development Redevelopment Agency for the County of Riverside 1325 Spruce Street, Suite 400 Riverside, CA 92507	Executive Director Inspire Life Skills Training, Inc. 2279 Eagle Glen Parkway, #112 Corona, CA 92883

47. MEDIA RELEASES. INSPIRE agrees to allow AGENCY to coordinate all media releases regarding the Project, with prior approval of INSPIRE. Any publicity generated by INSPIRE for the Project must make reference to the contribution of AGENCY in making the Project possible. AGENCY's and County's name shall be prominently displayed in all pieces of publicity generated by INSPIRE, including flyers, press releases, posters, signs, brochures, and public service announcements. INSPIRE agrees to cooperate with AGENCY in

any AGENCY-generated publicity or promotional activities with respect to the Project.

48. EXHIBITS AND ATTACHMENTS. Each of the attachments and exhibits attached hereto is incorporated herein by this reference.

49. COUNTERPARTS. This Agreement 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.

50. EFFECTIVE DATE. The effective date of this Agreement is the date the parties execute the Agreement. If the parties execute the Agreement on more than one date, then the last date the Agreement is executed by a party shall be the effective date.

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IN WITNESS WHEREOF, the AGENCY and INSPIRE have executed this Agreement as of the date first above written.

REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE

By:_____
JEFF STONE
Chairman, Board of Directors

INSPIRE LIFE SKILLS TRAINING, INC.
a California nonprofit benefit corporation

By:_____
KRISTI CAMPLIN
Executive Director

APPROVED AS TO FORM:

PAMELA J. WALLS
Agency Counsel

By:_____
Deputy 10/23/09

ATTEST:
KECIA HARPER-IHEM
Clerk of the Board

By:_____
Deputy

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

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

Exhibit A

INSPIRE: INSPIRE LIFE SKILLS TRAINING, INC.
Address: 2279 Eagle Glen Parkway, #112, Corona, CA 92883
Project Title: Inspire Life Skills Training

Project Description:

The Redevelopment Agency for the AGENCY of Riverside ("AGENCY") will provide up to $330,000.00 in AGENCY Funds for acquisition and rehabilitation of one (1) single-family property ("Property" or "Assisted Unit") and rent to very low-income ("VLI") persons, as defined herein, within the unincorporated areas of the County of Riverside 2nd Supervisorial District.

The AGENCY Assisted Unit will target to VLI persons that are between the ages of 18 and 22 years of age that are emancipated former foster youth whose incomes do not exceed 50% of the area median income for the County.

INSPIRE will utilize AGENCY Funds for acquisition and rehabilitation costs of the Property for the Project. The period of affordability for the Property (the "Affordability Period") shall be fifty-five (55) years from the issuance of the Certificate of Occupancy.

Eligible Property ("Assisted Unit")

Any single-family home, condominium or town home that meets all of the following minimum criteria:

1. The home must be permanently fixed to a permanent foundation.
2. The home must be owner occupied or Seller must certify that the home has been vacant for a period of at least 90 days prior to the Purchase Offer form (Exhibit E).
3. The home must be built after 1978. Homes constructed after January 1, 2000 are preferred. Older dwellings are eligible if they are suitable for renovation and if rehabilitation costs are reasonable. However, all properties must be constructed post-1978 and must not be listed on, or eligible for listing on, the National Register of Historic Places.
4. The home must be assessed in accordance with the provisions of the California Environmental Quality Act (CEQA).

Target Area
Assisted Unit must reside within the unincorporated areas of the County of Riverside 2nd Supervisorial District.

Purchase Price Requirement
The maximum purchase price shall not exceed the actual 95 percent of the area median sales price, or the FHA 203(b) limit, whichever is lower, as updated and published regularly by HUD. The current limit is set at $292,686. In addition, the purchase price of property shall not exceed the appraised value of the property. The appraised value of the property shall be established through an appraisal made by one of the AGENCY's approved appraisers. The AGENCY will be responsible for ordering the appraisal.

Appraisals

1. Purchase Offer. Upon receipt of a completed and signed Purchase Offer form for property in consideration, as provided in **Exhibit D**, AGENCY will conduct an appraisal of the property through an independent fee contract appraiser ("Appraiser"). The Appraiser contracted by AGENCY will be State licensed or certified in accordance with Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (FIRREA).
2. Final Purchase Price. The final purchase price must not exceed the actual 95 percent of the area median sales price, or FHA 203(b) limit, whichever is lower, as updated and published regularly by HUD. Purchase price of property shall not exceed the appraised value. The appraised value of the property shall be established through an appraisal prepared by one of the AGENCY's approved appraisers. The AGENCY will be responsible for ordering the appraisal.
    a) If the initial offer does not meet the purchase price requirements, then the Buyer will be required to re-negotiate to meet the purchase price allowed. If the Seller and Buyer could not reach an amicable agreement for the purchase price of the property, then the property b y the Buyer will be denied and the cost of the appraisal will be paid for by AGENCY.

Project Sources and Uses of Fund:

Sources:

AGENCY Loan		$ 330,000
	Total Sources	$ 330,000

Uses:

	Total Project Costs
Acquisition	**292,686**
Rehabilitation	**28,100**
Appraisals	**500**
Title and Recording	**500**
Insurance	**1,000**
Marketing	**500**
Escrow	**500**
Contingency	**3,404**
Subtotal	**327,190**
Developer Fee (10% of Rehabilitation Costs)	**2,810**
Total Project Cost	**330,000**

IMPLEMENTATION SCHEDULE

Milestone	Completion Date
1. AGENCY Loan Agreement executed	November 10, 2009
2. Acquisition of Assisted Unit*	December 30, 2009
3. Rehabilitation Plan and revised budget	January 15, 2009
4. Marketing Plan Status and Outreach	January 1, 2009
5. Rehabilitation of Assisted Unit completed*	March 27, 2010
6. Submission of Closing Documents	December 30, 2009

* Section 29 – Performance Requirements

DOCUMENT SUBMISSION SCHEDULE

Documents	Due Date
1. AGENCY Activities Reporting and Project Photos	Monthly, due by the 5th of each month
2. Liability and Certificate of Workers' Compensation Insurance for INSPIRE and General Contractor	INSPIRE – At the execution of this Agreement. GC – Before start of construction. Copies of Certificates must be filed and up-to-date throughout the course of the Project with the County of Riverside and AGENCY as additionally insured.
3. Notice of Completion	End of Construction
4. Certificate of Occupancy	End of Construction
5. Conditional/Unconditional Release for Final from GC, and if applicable, Sub-contractors	Close of Rehabilitation
6. Rehabilitation Completion Report	Close of Rehabilitation
7. Final Development Cost - Sources and Uses	Close of Rehabilitation
8. Qualified Tenant Selection Policy	Marketing Stage
9. Flyers, Community Contacts, Outreach, Press Releases, Grand Opening info	Marketing Stage

EXHIBIT B

Sample Deed of Trust

EXEMPT RECORDING FEE CODE 6103
RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Riverside County
Economic Development Agency
1325 Spruce St., Suite 400
Riverside, CA 92507
ATTN: Juan Garcia

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DEED OF TRUST WITH ASSIGNMENT OF RENTS

This DEED OF TRUST is made on this _____ day of _____, 2009. The grantor is INSPIRE LIFE SKILLS TRAINING, INC., a California nonprofit public benefit corporation ("Borrower" or "INSPIRE"), and whose address is 2279 Eagle Glen Parkway, #112, Corona, CA 92883. The trustee is REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE ("Trustee"). The lender is the REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE ("AGENCY" or "Lender"), a public agency, organized and existing under the laws of the State of California, and whose address is 1325 Spruce St. Suite 400, Riverside, CA 92507.

Pursuant to the terms of the AGENCY Loan Agreement, dated _____ (the "Agreement"), Borrower owes Lender the sum of **Three Hundred Thirty Thousand Dollars (U.S. $330,000)** (the "AGENCY Loan") for acquisition and rehabilitation of property at _____ (the "Property"), as legally described in **Exhibit B-1** which is attached hereto and by this reference incorporated herein, and rental of Assisted Unit. Capitalized terms not defined herein shall have the meaning ascribed to them in the Agreement. This debt is evidenced by Borrower's Note dated _____ ("Note").

The Note shall provide the following:

It is intended that the full amount of the AGENCY Loan attributable to the Property will be forgiven at the end of the Affordability Period as defined in the Agreement.

The AGENCY Loan will accrue interest at a rate of zero percent (0%) per annum, except in the case of default as provided in the Agreement, and shall be repaid on an annual basis from the Project's Residual Receipts as defined herein;

Residual Receipts shall be determined based on a review of certified financial statements for the Project. Project Residual Receipts are defined as gross receipts, not including interest on required reserve accounts, less the following:

i) auditing and accounting fees;
ii) operating expenses;
iii) replacement reserves limited to $400 annually;

The AGENCY Loan is evidenced by the Note and secured by this Deed of Trust ("Security Instrument"). The Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest as provided in the Note, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest as provided in the Note, advanced under paragraph 8 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, all of Borrower's right, title and interest in and to the Assisted Unit located in Riverside County, California, which is further described as:

LEGAL DESCRIPTION: See **Exhibit B-1**.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

BORROWER COVENANTS that the Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey its fee and leasehold interest in the Property, as applicable, and the Property is unencumbered. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to such encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS Borrower and Lender covenant and agree as follows:

1. **Payment of Principal; Late Charges.** Borrower shall promptly pay when due the principal of on the debt evidenced by the Note and any late charges due under the Note.

2. **Taxes and Insurance.** Borrower shall pay at least ten (10) days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.

    a. Should Borrower fail to make any payment or to do any act herein provided, then Lender or Trustee, but without obligation so to do and upon written notice to or demand upon Borrower and without releasing Borrower from any obligation hereof, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Lender or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Lender or Trustee; pay, purchase, contest or compromise any encumbrance, charge, or lien which in the judgment of either appears to

be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his or her reasonable fees.

3 **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to amounts payable under paragraph 2; second, to interest due; third, to principal due; and last, to any late charges due under the Note.

4 **Prior Deeds of Trust; Charge; Liens.** The Borrower shall perform all of the Borrower's obligations under this Deed of Trust, including Borrower's covenants to make payments when due, subject to applicable cure periods. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any, subject to applicable cure periods. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

a) Except for the liens permitted by the Lender, Borrower shall promptly discharge any other lien which shall have attained priority over this Security Instrument unless Borrower: (1) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (2) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; (3) bond around the lien; or (4) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy such lien or take one or more of the actions set forth above within thirty (30) days of the giving of notice.

5. **Subordination.** This Deed of Trust shall be recorded in first position. This Deed of Trust shall remain in a superior position over any other trust deed that may be issued to secure additional public and/or private financing for the Project. Borrower shall obtain express approval from the AGENCY for any subsequent loan collateralized by this Property.

6. **Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss of fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods as required in the Loan Agreement. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be

unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 8.

a) All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgagee clause. All requirements hereof pertaining to insurance shall be deemed satisfied if the Borrower complies with the insurance requirements under the Senior Deeds of Trust. All original policies of insurance required pursuant to the Senior Deeds of Trust shall be held by the Senior Lien Holders; provided, however, Lender may be named as a loss payee as its interest may appear and may be named as an additional insured. Borrower shall promptly give to Lender certificates of insurance showing the coverage is in full force and effect and that Lender is named as additional insured. In the event of loss, Borrower shall give prompt notice to the insurance carrier, the Senior Lien Holders and Lender. Lender may make proof of loss if not made promptly by the Senior Lien Holders or the Borrower.

b) Unless Lender and Borrower otherwise agree in writing, and subject to the terms of the Senior Deeds of Trust, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided Borrower determines that such restoration or repair is economically feasible and there is no default continuing beyond the expiration of all applicable cure periods. If Borrower determines that such restoration or repair is not economically feasible or if a default exists after expiration of all applicable cure periods, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

c) Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of Note. If under paragraph 23 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

d) Notwithstanding the above, the Lender's rights to collect and apply the insurance proceeds hereunder shall be subject and subordinate to the rights of the Senior Lien Holders to collect and apply such proceeds in accordance with the Senior Deeds Trust.

7. **Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to representations concerning Borrowers use of Property for affordable housing. If this Security Instrument is on a leasehold, Borrower shall comply with all provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

    a) The Borrower acknowledges that this Property is subject to certain use and occupancy restrictions (which may be further evidenced by a separate agreement recorded in the land records where the Property is located), limiting the Property's use to very low-income persons that are between the ages of 18 and 22 years of age that are emancipated former foster youth whose incomes do not exceed fifty percent (50%) of the area median family income for the Riverside County. The use and occupancy restrictions may limit the Borrower's ability to sell the Property. The violation of any use and occupancy restrictions may, if not prohibited by federal law, entitle the Lender to the remedies provided in Section 23 hereof.

8. **Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then, subject to any applicable grace periods or cure periods, Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument (including sums secured by the Senior Deeds of Trust), appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 8, Lender does not have to do so.

    a. Any amounts disbursed by Lender under this paragraph 8 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be

payable, with interest, upon notice from Lender to Borrower requesting payment.

b. Prior to taking any actions under this Section 8, however, Lender shall notify the Senior Lien Holder of such default in the manner provided in Section 23 of this Security Instrument, and shall provide the Senior Lien Holder with the opportunity to cure any such default under this Security Instrument. All amounts advanced by a Senior Lien Holder to cure a default hereunder shall be deemed advanced by such Senior Lien Holder and shall be secured by the applicable Senior Deed of Trust. In addition, the Lender agrees that it will not commence foreclosure proceedings or accept a deed in lieu of foreclosure, or exercise any other rights or remedies hereunder until it has given the Senior Lien Holders at least 60 days' prior written notice. Any action by Lender hereunder to foreclose or accept a deed in lieu of foreclosure shall be subject to the "due on sale" provisions of the Senior Deeds of Trust.

c. Lender and Borrower further agree that a default hereunder shall constitute a default under the Senior Deed of Trust. In the event of a default hereunder, the Senior Lien Holder shall have the right to exercise all rights and remedies under the Senior Deed of Trust.

9. **Mortgage Insurance.** (Not used)

10. **Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

11. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of the Senior Deeds of Trust.

    a. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in

writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due. Notwithstanding the foregoing, so long as the value of Lender's lien is not impaired, any condemnation proceeds may be used by Borrower for repair and/or restoration of the project.

b. If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemner offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

c. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

12. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Except in connection with any successor in interest approved by lender, extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

13. **Successors and Assigns Bound; Joint and Several Liability.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 18. Borrower's covenants and agreements shall be joint and several.

14. **Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be promptly refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

15. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of

another method. The notice shall be directed to the Borrower's mailing address stated herein or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice required to be given to a Senior Lien Holder shall be given by first class mail to any Senior Lien Holder at such address Senior Lien Holder designates by notice to the Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

16. **Governing Law; Severability.** This Security Instrument shall be governed by state law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

17. **Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

18. **Transfer of the Property or a Beneficial Interest in Borrower.** Except for a conveyance to the trustee(s) under the Senior Deeds of Trust and the sale of units in the Project, if all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent (including a transfer of all or any part of the Property to any person who, at initial occupancy of the Property, does not use the Property for "low income housing" within the meaning of California Community Redevelopment Law) Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Nothing in this Security Instrument shall be deemed to require Lender's approval of a transfer of limited partnership interests in the Borrower.

    a. If Lender exercises the foregoing option, Lender shall give Borrower and the Senior Lien Holder prior written notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

    b. Notwithstanding Lender's right to invoke any remedies hereunder, as provided in Section 8 above, Lender agrees that it will not commence foreclosure proceedings or accept a deed in lieu of foreclosure, or exercise any other rights or remedies hereunder until it has given the Senior Lien Holders at least 60 days' prior written notice. The Borrower's limited partners shall have the same right to cure as Senior Lien Holders.

c The Borrower and the Lender agree that whenever the Note or this Security Instrument gives the Lender the right to approve or consent with respect to any matter affecting the Property (or the construction of any improvements thereon) or otherwise (including the exercise of any "due on sale" clause), and a right of approval or consent with regard to the same matter is also granted to the Senior Lien Holders pursuant to the Senior Deeds of Trust, the Senior Lien Holders' approval or consent or failure to approve or consent, as the case may be, shall be binding on the Borrower and the Lender.

19. **Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 18.

20. **Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 15 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

21. **No Assignment.** Until the loans secured by the Senior Deeds of Trust have been satisfied in full, the Lender and the Borrower agree that the Note and the Security Instrument will not be assigned without the Senior Lien Holders' prior written consent.

22. **Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are

generally recognized to be appropriate to normal residential uses, construction, and to maintenance of the Property.

a. Borrower shall promptly given Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified in writing by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Prior to taking any such remedial action, however, the Borrower shall notify the Senior Lien Holders that such remedial action is necessary and shall obtain the Senior Lien Holders' prior written consent for such remedial action.

b. As used in this paragraph 22, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 22, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

23. Acceleration; Remedies. Lender shall give notice to Borrower, Borrower's investment limited partner (the "Investment Limited Partner") and the Senior Lien Holders prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument. The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower and the Investment Limited Partner (and with respect to a Senior Lien Holder, 60 days from the date the notice is given to such Senior Lien Holder), by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured by the Borrower on or before the date specified in the notice, and the Senior Lien Holders or the Investment Limited Partner have not exercised their right to cure the default, then Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Notwithstanding Lender's right to invoke any remedies hereunder, as provided in Section 8 above, the Lender agrees that it will not commence foreclosure proceedings or accept a deed in lieu of foreclosure, or exercise any other rights or remedies hereunder until it has given the Senior Lien Holders, the

Special Limited Partner and the Investment Limited Partner at least 60 days' prior written notice. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 23, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

a If Lender invokes the power of sale, Lender or Trustee shall mail copies of a notice of sale in the manner prescribed by applicable law to Borrower, the Investment Limited Partner, the Senior Lien Holders and to the other persons prescribed by applicable law. Trustee shall give notice of sale by public advertisement for the time and in the manner prescribed by applicable law. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property to any later time on the same date by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

b. Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

24. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

25. Substitute Trustee. Lender, at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder by an instrument recorded in the county in which this Security Instrument is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

26. Modification of Senior Deeds of Trust Loan Documents. The Lender consents to any agreement or arrangement in which a Senior Lien Holder waives, postpones, extends, reduces or modifies any provisions of the applicable Senior Deed of Trust loan documents, including any provisions requiring the payment of money.

(SIGNATURES ON NEXT PAGE)

BY SIGNING BELOW, the Borrower and the Lender accept and agree to the terms and covenants contained in this Deed of Trust.

Date: _____

BORROWER:

INSPIRE LIFE SKILLS TRAINING, INC.
a California nonprofit benefit corporation

By: _____
KRISTI CAMPLIN
Executive Director

(SIGNATURES CONTINUE ON NEXT PAGE)

ALL SIGNATURES MUST BE NOTARIZED

LENDER:

REDEVELOPMENT AGENCY FOR
THE COUNTY OF RIVERSIDE

By: _____
ROBERT FIELD
Executive Director

APPROVED AS TO FORM:
PAMELA J. WALLS
AGENCY Counsel

By: _____
Deputy

ALL SIGNATURES MUST 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

REQUEST FOR RECONVEYANCE

TO TRUSTEE:

The undersigned is the holder of the Note or Notes secured by this Security Instrument (Deed of Trust). Said Promissory Note or Notes, together with all other indebtedness secured by this Security Instrument (Deed of Trust), have been paid in full. You are hereby directed to cancel said Promissory Note or Notes and this Security Instrument (Deed of Trust), which are delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Deed of Trust to the person or persons legally entitled thereto.

Dated: _____

EXHIBIT B-1

Project Site:

APN:

Legal Description:

EXHIBIT C

Sample Promissory Note

PROMISSORY NOTE **$330,000** **Riverside, CA**

In installments as hereafter stated, for value received, INSPIRE LIFE SKILLS TRAINING, INC., a California nonprofit benefit corporation ("Borrower" or "INSPIRE") promises to pay the REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE, a public body, corporate and politic ("AGENCY"), or order, at 1325 Spruce Street, Suite 400, Riverside, CA 92507, the sum of Three Hundred Thirty Thousand Dollars (U.S. $330,000) (the "AGENCY Loan"), at the rate of zero percent (0%) per annum, pursuant to the terms of the AGENCY Loan Agreement, dated _____ (the "Agreement"), for acquisition and rehabilitation of property at _____ (the "Property") and rental of Assisted Unit. Capitalized terms not defined herein shall have the meaning ascribed to them in the Agreement.

This Promissory Note shall provide the following:

It is intended that the full amount of the AGENCY Loan attributable to the Property will be forgiven at the end of the Affordability Period as defined in the Agreement.

The AGENCY Loan will accrue interest at a rate of zero percent (0%) per annum, except in the case of default as provided in the Agreement, and shall be repaid on an annual basis from the Project's Residual Receipts as defined herein;

Residual Receipts shall be determined based on a review of certified financial statements for the Project. Project Residual Receipts are defined as gross receipts, not including interest on required reserve accounts, less the following:

i) auditing and accounting fees;
ii) operating expenses;
iii) replacement reserves limited to $400 annually; and

Pursuant to the AGENCY Loan Agreement, the AGENCY Loan shall become effective upon execution the Effective Date and the maturity of the AGENCY Loan with respect to the Property shall be the first to occur of (i) July 1, 2065 or (ii) fifty-five (55) years from the issuance of the Certificate of Occupancy.

In any action commenced to enforce the obligation of the Borrower to pay principal and interest under the Note, the obligations hereunder shall be non-recourse to the Borrower and the judgment shall not be enforceable personally against the Borrower, Borrower's partners, or the Borrower's assets, and the recourse of the AGENCY for the collection of such amounts shall be limited to actions against the Property described in the Deed of Trust executed by the Borrower to secure the Note and the rents, profits, issues, products, and income from the Property.

Should default be made in payment of principal when due and such default shall continue beyond the applicable notice and cure period provided in the Deed of Trust, the outstanding principal balance of this Note shall become immediately due at the option of the holder of this Note. Principal is payable in lawful money of the United States. If action be instituted on this Note, the undersigned promises to pay such sums as the Court may fix as attorney's fees.

The Borrower and its partners, officers, directors, employees, and agents shall not have any direct or indirect personal liability for payment of the principal of, or interest on, the AGENCY Loan or the performance of the Borrower's obligations under the AGENCY documents. The sole

recourse of the AGENCY with respect to payment of the principal of, or interest on, the AGENCY Loan, shall be to the Project. No money judgment (or execution on a money judgment) entered in any action (whether legal or equitable) on the AGENCY documents shall be enforced personally against the Borrower or its partners, officers, directors, employees, and agents, but shall be enforced only against the Project and such other property as may from time to time be hypothecated in connection with the Borrower's obligations under the AGENCY documents. This non-recourse provision does not limit or impair the enforcement against all such security for the AGENCY Loan of all the rights and remedies of the AGENCY, nor does it impair the right of the AGENCY to assert the unpaid principal amount of the Property Loan as a demand for money within the meaning of California Code of Civil Procedure Section 431.70 or any successor provision. In addition, this non-recourse provision does not relieve the Borrower of personal liability for damage to or loss suffered by the AGENCY as a result of any of the following (i) fraud or willful misrepresentation; (ii) any misappropriation of rental proceeds resulting in the failure to pay taxes, assessments, or other charges that could create statutory liens on the Project and that are payable or applicable prior to any foreclosure under the Deed of Trust; (iii) the fair market value of any personal property of fixtures removed or disposed of by the Borrower other than in accordance with the Deed of Trust; (iv) the misapplication of any proceeds under any insurance policies or awards resulting from condemnation or the exercise of the power of eminent domain or by reason of damage, loss, or destruction to any portion of the Project (to the extent of the misapplied proceeds or awards); and (v) any rental income or other income arising with respect to the Project received by the Borrower after the AGENCY has properly exercised its rights under the Deed of Trust to receive such income upon an Event of Default (as defined under the Deed of Trust).

DATE: _____

BORROWER:

INSPIRE LIFE SKILLS TRAINING, INC.
a California nonprofit benefit corporation

By: _____
KRISTI CAMPLIN
Executive Director

EXHIBIT D

Sample Request for Notice

EXHIBIT E

Purchase Offer Form

COUNTY OF RIVERSIDE
EDA
ECONOMIC DEVELOPMENT AGENCY

PURCHASE OFFER FORM

Informational Notice To Seller
VOLUNTARY ACQUISITION OF PROPERTY

Date	

_____, (hereinafter referred to as "Buyer")

is interested in acquiring the property you own at:

_____(Address)

which may receive funding assistance from the Redevelopment Agency for the County of Riverside (AGENCY) to purchase one (1) single-family home. The Buyer intends to apply and qualify for AGENCY assistance. Acquisitions financed with AGENCY Funds are subject to California law regarding relocation of displaced persons.

Please be advised that the Buyer does not have the authority to acquire your property by eminent domain. In the event the Buyer cannot reach an amicable agreement for the purchase of your property, the proposed acquisition cannot be consummated under AGENCY Agreement and the application for the AGENCY assistance will be denied.

Owner-occupants who move as a result of a voluntary acquisition are not eligible for relocation assistance. A tenant-occupant who moves as a result of a voluntary acquisition for an Agency assisted project may be eligible for relocation assistance. Such displaced persons may include not only current lawful occupants, but also former tenants required to move for any reason other than an eviction for cause in accordance with applicable federal, state, and local law. If the property is currently tenant-occupied or a tenant lawfully occupied the property within the past ninety (90) days prior to this offer, we need to know immediately. Further, you should not order current occupant(s) to move, or fail to renew a lease, in order to sell the property to us as vacant.

PURCHASE OFFER

Under AGENCY Agreement, the Buyer is to use AGENCY funds for the purchase of one (1) single-family home. Upon receipt of the **Purchase Offer** form for the property in consideration, AGENCY, through an independent fee contract appraiser will conduct an appraisal of the property. The contract fee appraiser contracted by AGENCY must be State licensed or certified in accordance with Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (FIRREA).

The maximum purchase price shall not exceed the actual 95 percent of the area median sales price, or the FHA 203(b) limit, whichever is lower, as updated and published regularly by HUD. Also, the purchase price of the property shall not exceed the appraised value. The appraised value of the property shall be established through an appraisal prepared by one of the AGENCY's approved appraisers. The AGENCY will order the appraisal upon receipt of the signed Purchase Offer. If the Purchase Offer does not meet the purchase price requirements as described in the AGENCY Loan Agreement, the Buyer will be required to re-negotiate the price. If the Seller and Buyer could not reach an amicable agreement for the purchase price of the property, the AGENCY application by the Buyer will be denied and the cost of the appraisal will be absorbed by AGENCY.

OFFER

Purchase Price Negotiated by Buyer and Seller: $ _____

By signing below, both Buyer and Seller acknowledge that they have read and understand:

(1) the Voluntary Acquisition of Property;

(2) Buyer's Offer is contingent and subject to the purchase price requirements listed above.

Signature of Seller	Date	Signature of Buyer	Date
Print Name		Print Name	
Signature of Seller	Date	Signature of Buyer	Date
Print Name		Print Name	

EXHIBIT F

California Health and Safety Codes

50053, 50079.5, 50105

Affordability Requirements

California Health and Safety Codes 50053, 50079.5 and 50105

50053. (a) For any rental housing development that receives assistance prior to January 1, 1991, and a condition of that assistance is compliance with this section, "affordable rent" with respect to lower income households shall not exceed the percentage of the gross income of the occupant person or household established by regulation of the department that shall not be less than 15 percent of gross income nor exceed 25 percent of gross income.

(b) For any rental housing development that receives assistance on or after January 1, 1991, and a condition of that assistance is compliance with this section, "affordable rent," including a reasonable utility allowance, shall not exceed:

(1) For extremely low income households the product of 30 percent times 30 percent of the area median income adjusted for family size appropriate for the unit.

(2) For very low income households, the product of 30 percent times 50 percent of the area median income adjusted for family size appropriate for the unit.

(3) For lower income households whose gross incomes exceed the maximum income for very low income households, the product of 30 percent times 60 percent of the area median income adjusted for family size appropriate for the unit. In addition, for those lower income households with gross incomes that exceed 60 percent of the area median income adjusted for family size, it shall be optional for any state or local funding agency to require that affordable rent be established at a level not to exceed 30 percent of gross income of the household.

(4) For moderate-income households, the product of 30 percent times 110 percent of the area median income adjusted for family size appropriate for the unit. In addition, for those moderate-income households whose gross incomes exceed 110 percent of the area median income adjusted for family size, it shall be optional for any state or local funding agency to require that affordable rent be established at a level not to exceed 30 percent of gross income of the household.

(c) The department's regulation shall permit alternative percentages of income for agency-assisted rental and cooperative housing developments pursuant to regulations adopted under subdivision (f) of Section 50462. The department shall, by regulation, adopt criteria defining and providing for determination of gross income, adjustments for family size appropriate to the unit, and rent for purposes of this section. These regulations may

provide alternative criteria, where necessary, to be consistent with pertinent federal statutes and regulations governing federally assisted rental and cooperative housing. The agency may, by regulation, adopt alternative criteria, and pursuant to subdivision (f) of Section 50462, alternative percentages of income may be adopted for agency-assisted housing developments.

For purposes of this section, "area median income," "adjustments for family size appropriate to the unit," and "moderate-income household" shall have the same meaning as provided in Section 50052.5.

50079.5. (a) "Lower income households" means persons and families whose income does not exceed the qualifying limits for lower income families as established and amended from time to time pursuant to Section 8 of the United States Housing Act of 1937. The limits shall be published by the department in the California Code of Regulations as soon as possible after adoption by the Secretary of Housing and Urban Development. In the event the federal standards are discontinued, the department shall, by regulation, establish income limits for lower income households for all geographic areas of the state at 80 percent of area median income, adjusted for family size and revised annually.

(b) "Lower income households" includes very low income households, as defined in Section 50105, and extremely low income households, as defined in Section 50106. The addition of this subdivision does not constitute a change in, but is declaratory of, existing law.

(c) As used in this section, "area median income" means the median family income of a geographic area of the state.

50105. (a) "Very low income households" means persons and families whose incomes do not exceed the qualifying limits for very low income families as established and amended from time to time pursuant to Section 8 of the United States Housing Act of 1937. These qualifying limits shall be published by the department in the California Code of Regulations as soon as possible after adoption by the Secretary of Housing and Urban Development. In the event the federal standards are discontinued, the department shall, by regulation, establish income limits for very low income households for all geographic areas of the state at 50 percent of area median income, adjusted for family size and revised annually.

(b) "Very low income households" includes extremely low income households, as defined in Section 50106. The addition of this subdivision does not constitute a change in, but is declaratory of, existing law.

(c) As used in this section, "area median income" means the median family income of a geographic area of the state.

EXHIBIT G

Sample Covenant Agreement

6103 Government Code
Order No.
Escrow No.
Loan No.

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:
Redevelopment Agency
for the County of Riverside
1325 Spruce Street, Suite 400
Riverside, CA 92507
Attn. Juan Garcia

SPACE ABOVE THIS LINE FOR RECORDERS USE

AGREEMENT CONTAINING COVENANTS AFFECTING REAL PROPERTY BETWEEN THE REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE AND INSPIRE LIFE SKILLS TRAINING INC.

THIS AGREEMENT is made this _____ day of _____ 2009, by and between the REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE, a public body, corporate and politic (hereinafter referred to as "AGENCY") and INSPIRE LIFE SKILLS TRAINING INC., a California nonprofit public benefit corporation (hereinafter referred to as "INSPIRE"), with respect to the following recitals:

RECITALS

A. On _____, AGENCY and INSPIRE entered into that certain Agreement for the acquisition and rehabilitation of one (1) single-family property and rent to very low-income ("VLI") persons that are between the ages of 18 and 22 years of age that are emancipated former foster youth whose incomes do not exceed 50% of the area median income for the County of Riverside (hereinafter referred to as "Project" or "Property") as specifically identified and described by the following legal description:

PARCEL:

Real property in the unincorporated area of the County of Riverside, State of California, described as follows:

<Legal Description>

B. Pursuant to the AGENCY Loan Agreement, INSPIRE has agreed to restrict the use of the Project.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in the AGENCY Loan Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, INSPIRE hereby declares as follows with regard to the Project, which declaration shall run with the land for the benefit of the AGENCY as follows:

1) TERMS OF AFFORDABILITY. For a period of fifty-five (55) years from the issuance of the Certificate of Occupancy, for itself and on behalf of its successors and assigns with regard to the Project, the following:

a) Affordable housing cost as defined in Section 50052.5b and 50053.b which dictates that the rent or cost for housing (including a utility allowance) shall not exceed:

i) Very low-income households - thirty percent (30%) times fifty percent (50%) of area median income adjusted for family size.

b) INSPIRE shall reserve the Project for persons that are between the ages of 18 and 22 years that are emancipated former foster youth whose incomes do not exceed 50% of the area median income for the County of Riverside.

2) MAINTENANCE REQUIREMENTS.

a) **Maintenance of Property.** INSPIRE shall, for the term of this Agreement, at its sole cost and expense, maintain and repair the Property and the improvements thereon, including, without limitation, the buildings, fencing, parkways, landscaping,

driveways, garages, carports, and lighting, in first class condition and repair, and in decent, safe and sanitary condition.

b) **Interior Maintenance.** INSPIRE shall, for the term of this Agreement, maintain the interior of the dwelling unit(s) located on the Property in a decent, safe and sanitary condition and shall immediately correct any health and safety code violations identified by staff of the County of Riverside or of AGENCY.

c) **Exterior Maintenance.** The Property shall, for the term of this Agreement, be kept free from the accumulation of debris and waste materials. All exterior, painted surfaces shall be maintained at all times in a clean and presentable manner, free from chipping, cracking, peeling and defacing marks. No building, patio, balcony, wall, fence or yard area, including parkways, may be left in an unmaintained condition so that any of the following exist:

i) Buildings abandoned, boarded up, partially destroyed or left unreasonably in a state of partial construction; and

ii) Abandoned or non-operational vehicles; and

iii) Unpainted buildings or buildings with peeling paint; and

iv) Cause dry rot, warping and termite infestation; and

v) Constitute an unsightly appearance that detracts from the aesthetic or property values of neighboring properties; and

vi) Broken windows, constituting hazardous conditions and/or inviting trespassers and malicious mischief; and

vii) Broken or discarded furniture, appliances and other household equipment stored for periods exceeding one (1) week; and

viii) Packing boxes, lumber, trash, dirt and other debris stored for periods exceeding one (1) week; and

ix) Unscreened trashcans, bins or containers stored for periods exceeding fifteen (15) days in areas visible from public streets and common areas.

d) **Graffiti Removal.** All graffiti, and defacement of any type, including marks, words and pictures, must be removed and any necessary painting or repair completed within the earlier of seventy-two (72) hours of their creation or within forty-eight (48) hours after notice to INSPIRE from AGENCY.

e) **Trash.** All trash shall, for the term of this Agreement, be collected and placed in appropriate areas for pick-up by refuse haulers on normal trash pick-up days or hauled away, in a timely manner, by INSPIRE to an appropriate County approved dump site if trash service is not available.

f) **Landscaping.** All exterior areas of the Property that are not buildings, driveways or walkways shall, for the term of this Agreement, be adequately and appropriately landscaped and maintained. The landscaping shall meet minimum standards set from time to time by the AGENCY. Landscaping on the Property, including front, back and side yards and parkways shall be absent of the following:

i) Lawns with grasses in excess of six (6) inches in height; and

ii) Untrimmed hedges causing a nuisance to the public right of way; and

iii) Trees, shrubbery, lawns and other plant life dying from lack of water or other necessary maintenance; and

iv) Trees and shrubbery grown uncontrolled without proper pruning; and

v) Vegetation so overgrown as to be likely to harbor rats or vermin; and

vi) Dead, decayed or diseased trees, weeds and other vegetation; and Inoperative irrigation system(s), if any; and

vii) Parkways with ground cover in excess of eighteen (18) inches in height

3) GRANT OF EASEMENT AND LICENSE TO ENTER. In addition to other remedies which AGENCY may have to enforce the covenants and agreements set forth above in Sections 1 and 2, INSPIRE hereby grants to AGENCY an easement and right of ingress and egress over and across the Real Property insofar as such ingress and egress is necessary to protect, maintain, and preserve such

architectural style and treatment of the facade in the event that INSPIRE (or its successors or assigns of or successors in interest to the Real Property or any part thereof) shall cease or fail to protect, maintain, and preserve such architectural style and treatment of such facade. Pursuant to such grant, AGENCY, its agents, employees, and representatives, shall be permitted (but are not required) to enter upon the Real Property and perform such acts and work necessary to protect, maintain, and preserve such architectural style and treatment of such facade, and to attach a lien on the Real Property, or to assess the Real Property, in the amount of the expenditures arising from such acts and work of protection, maintenance, and preservation by INSPIRE arising from the enforcement of the covenants set forth in Sections 1 and 2 hereof. INSPIRE shall pay to AGENCY all amounts owed for maintenance or repairs which AGENCY has performed within thirty (30) days of being presented with an invoice with respect to such amounts; any such amounts that are not paid within thirty (30) days of delivery of an invoice with respect thereto shall bear interest at a rate equal to twelve percent (12%) per annum or the highest amount permitted by applicable law, whichever is lower. AGENCY shall not exercise the easement and right-of-entry provided herein without prior notice and a reasonable opportunity given to Grantor (or to its successors or assigns or its successors in interest to the Real Property) to comply with its covenants in Sections 1 and 2 hereof; thirty (30) days' notice shall be deemed to constitute reasonable notice and a reasonable opportunity for INSPIRE to comply with its covenantal obligations.

4) NONDISCRIMINATION. INSPIRE covenants by and for itself and any successors in interest that there shall be no discrimination against or segregation of any person or group of persons on account of race, religion, sex, sexual orientation, marital status, nationality, familial status, source of income or disability in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Properties, nor shall INSPIRE itself or any person claiming

under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the election, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the real property. The foregoing covenants shall run with the land. Pursuant to Health and Safety Code Section 33435, INSPIRE shall refrain from restricting the sale of the Properties on the basis of race, religion, sex, sexual orientation, marital status, nationality, familial status, source of income or disability of any person. All such deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or no segregation clauses:

a) **In deeds:** "The Grantee herein covenants by and for himself for herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through them that there shall be no discrimination against or segregation of any person or group of persons on account of race, religion, sex, sexual orientation, marital status, nationality, familial status, source of income or disability in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein conveyed, nor shall the grantee himself or herself nor any person claiming under or through him or her establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, numbers use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the land herein conveyed. The foregoing covenants shall run with the land."

b) **In leases:** "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

   i) There shall be no discrimination against or segregation of any person or group of persons on account of race, religion, sex, sexual

orientation, marital status, nationality, familial status, source of income or disability in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants or vendees in the premises herein leased."

c) **In contracts:** "There shall be no discrimination against or segregation of any person or group of persons on account of race, religion, sex, sexual orientation, marital status, nationality, familial status, source of income or disability in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises, nor shall the transferee himself or herself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, subtenants, sublessees or vendees of the premises."

5) NOTICES. All Notices provided for in this Agreement shall be deemed when personally delivered, or two (2) days following mailing by certified mail, return receipt requested. All mailing shall be addressed to the respective parties at their addresses set forth below, or at such other address as each party may designate in writing and give to the other party:

AGENCY	INSPIRE
Director of Housing Development	Executive Director
Redevelopment Agency	Inspire Life Skills Training, Inc.
for the County of Riverside	2279 Eagle Glen Parkway, #112
1325 Spruce Street, Suite 400	Corona, CA 92883
Riverside, CA 92507	

6) BINDING EFFECT. The rights and obligations of this Agreement shall bind and inure to the benefit of the respective heirs, successors and assigns of the

parties.

7) ATTORNEY'S FEES. If any party hereto brings an action to enforce the terms hereof or declare its rights hereunder, the prevailing party in any such action shall be entitled to its reasonable attorneys' fees to be paid by the losing party as fixed by the Court.

8) SEVERABILITY. In the event that any provision, whether constituting a separate paragraph or whether contained in a paragraph with other provisions, is hereafter determined to be void and unenforceable, it shall be deemed separated and deleted from the agreement and the remaining provisions of this Agreement shall remain in full force and effect.

9) INTERPRETATION AND GOVERNING LAW.

a) This Agreement and any dispute arising hereunder shall be governed by and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement, all parties having been represented by counsel in the negotiation and preparation hereof.

10) AUTHORITY TO EXECUTE.

a) The persons executing this Agreement on behalf of the parties to this Agreement hereby warrant and represent that they have the authority to execute this Agreement and warrant and represent that they have the authority to bind the respective parties to this Agreement to the performance of its obligations hereunder.

11) ENTIRE AGREEMENT.

a) It is expressly agreed that this Agreement embodies the entire agreement of the parties in relation to the subject matter hereof, and that no other agreement or understanding, verbal or otherwise, relative to this subject matter, exists between the parties at the time of execution.

12) ASSIGNMENT.

a) INSPIRE will not make any sale, assignment, conveyance or lease of any trust or power, or transfer in any other form with respect to this Agreement without prior written approval of the AGENCY.

13) AMENDMENTS AND MODIFICATIONS.

a) Any amendments or modifications to this Agreement must be in writing and shall be effective only if executed by INSPIRE and AGENCY.

14) JURISDICTION AND VENUE.

a) Any action at law or in equity arising under this Agreement or brought by a party hereto for the purpose of enforcing, construing or determining the validity of any provision of this Agreement shall be filed in the consolidated Courts of Riverside County, State of California, and the parties hereto waive all provisions of law providing for the filing, removal or change of venue to any other court or jurisdiction.

15) COUNTERPARTS. This Agreement 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.

16) EFFECTIVE DATE.

a) The effective date of this Agreement is the date the parties sign the Agreement. If the parties sign the Agreement on more than one date, then the last date the Agreement is signed by a party shall be the effective date.

END OF AGREEMENT

(SIGNATURES ON NEXT PAGE)

IN WITNESS WHEREOF, the AGENCY and the INSPIRE have executed this Agreement as of the date first above written.

AGENCY
Redevelopment Agency
for the County of Riverside

By:_____
ROBERT FIELD
Executive Director

INSPIRE
INSPIRE LIFE SKILLS TRAINING, INC.
a California nonprofit benefit corporation

By:_____
KRISTI CAMPLIN
Executive Director

APPROVED AS TO FORM:
PAMELA J. WALLS
AGENCY Counsel

By: _____
Deputy

Signatures Must 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 _____
Signature of Notary Public

Place Notary Seal Above

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

Exhibit G

NOTICE OF AFFORDABILITY RESTRICTIONS
ON TRANSFER OF PROPERTY

Recording Requested By:
Redevelopment Agency for
COUNTY OF RIVERSIDE

AND WHEN RECORDED MAIL TO:
REDEVELOPMENT AGENCY FOR THE
COUNTY OF RIVERSIDE
1325 Spruce St. Suite 400
RIVERSIDE, CA 92507
ATTN: Juan Garcia

NOTICE OF AFFORDABILITY RESTRICTIONS ON TRANSFER OF PROPERTY

This Notice is to be recorded concurrently with recordation of affordability restriction or within thirty (30) days of recording such document.

In accordance with the California Health and Safety Code Section 33334.3, all new or substantially rehabilitated housing units developed or otherwise assisted, with moneys from the Low and Moderate Income Housing Fund, shall remain available at affordable housing cost to, and occupied by, persons and families of low or moderate income and very low income and extremely low income households for the longest feasible time, but not less than fifty-five (55) years for units that are occupied by and affordable to very low income households.

A Covenant and Restriction with an expiration of _____ is recorded under Recording No._____ _____ on _____, in book _____, page_____, Official Records of Riverside County, California, on the property located at: _____ Corona, CA 92880 with assessors parcel number of _____ and more fully described as:

REDEVELOPMENT AGENCY
FOR THE COUNTY OF RIVERSIDE

Dated _____

_____
Tom Fan, Principal Development Specialist

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA }
COUNTY OF **RIVERSIDE** } S.S.

On _____ before me,
Date

_____, personally appeared
Name and Title of the Officer

_____, who proved to me on the basis
Name(s) of signer(s)
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 of Notary Public

(This area for official notarial seal)

FORM APPROVED COUNTY COUNSEL
BY: MARSHA L. VICTOR DATE 7/23/09

903

SUBMITTAL TO THE BOARD OF DIRECTORS OF THE REDEVELOPMENT AGENCY COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

FROM: Redevelopment Agency

SUBMITTAL DATE: June 29, 2009

SUBJECT: Palomar Street and Sewer Improvement Project

RECOMMENDED MOTION: That the Board of Directors

1. Approve a $117,061.54 increase in the construction budget and approve a change order in the amount of $117,061.54 with Hillcrest Contracting for additional work on the Palomar Street and Sewer Improvement Project;
2. Approve and authorize the Chairman to execute the attached Fifth Amendment to the Consulting Services Agreement with David Evans and Associates Inc. for additional design and construction management services in the amount of $12,000.00; and
3. Approve and authorize the Chairman to execute the attached Reimbursement Agreement between the County of Riverside (County) and the Redevelopment Agency for the County of Riverside (Agency) to provide SB 821 and Measure A/Western funds in the amount of $144,364.00 for the project.

Continued

Robert Field
Executive Director

Reviewed by CPRG Department Concurrence

Reviewed by OPTEAM Christopher Hans

FINANCIAL DATA				
	Current F.Y. Total Cost:	$129,061.54	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

COMPANION ITEM ON BOARD OF SUPERVISORS AGENDA: No

SOURCE OF FUNDS: I-1986 Redevelopment Project Area Capital Improvement Funds- Lakeland Village/Wildomar Sub-Area, SB 821 Local Transportation Funds, Measure A/Western 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

Dep't Recomm.: ☐ Consent ☒ Policy

Per Exec. Ofc.: ☐ Consent ☑ Policy

Prev. Agn. Ref.: 2/3/09 4.1, 6/24/08 4.3, 3/18/07 4.7, 6/5/07, 3.2, 5/2/06 4.2, 3/7/06 4.1, 3/15/05 4.1, 3/15/05 3.10

District: 1

Agenda Number: 4.3

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD

BACKGROUND

On June 24, 2008 the Board of Directors accepted and awarded the construction contract to Hillcrest Contracting for the Palomar Street and Sewer Improvement Project in the amount of $704,462.54.

During construction, an existing 20-inch water line was discovered at the intersection of Bryant and Palomar Street at a lower elevation than depicted on the Elsinore Valley Municipal Water District (EVMWD) as-built plans. Thus, it is necessary to relocate the line to a higher elevation so that it does not interfere with the installation of the new sewer line.

Additionally, a lateral sewer line at Marna O'Brien Park needs to be installed in order to provide flow into the main sewer line at Palomar Street.

As a result of the 20-inch water line relocation, additional engineering, and construction management services are required to complete the project. Therefore, the consulting services agreement with David Evans and Associates Inc. (DEA) needs to be amended to reflect these additional services.

The total cost for the aforementioned construction items is $117,061.54; the total cost for the additional engineering and construction management services is $12,000. Change Order #4 can be covered by the existing project budget; however, it exceeds the 10% authority delegated to the Agency's Executive Director. Due to the integral changes needed, it would cost the Agency more if the additional work required were to be put out to bid and would produce no economic advantage. The increase in construction and construction management costs are within the approved overall project budget.

Included within the project are sidewalk improvements along Palomar Street from Bryant Street to Kirkwood Street. The sidewalk will significantly improve pedestrian safety and access within the City of Wildomar. The agreement with the County provides reimbursement to the Agency for a portion of the street improvement costs associated with the project using SB 821 and Measure A/Western capital improvement funds in the amount of $144,364.

Staff recommends that the Board of Directors approve change order #4, increase the construction contract by $117,061.54, increase the construction management contract by $12,000, and approve the reimbursement agreement between the Agency and the County in the amount of $144,364.

Contract No. 09-09-006
Riverside Co. Transportation

AGREEMENT

BY AND BETWEEN THE

REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE

AND THE COUNTY OF RIVERSIDE

FOR THE PALOMAR STREET SIDEWALK PROJECT

THIS AGREEMENT, is entered into on this ____ day of _____, 2009, by and between the Redevelopment Agency for the County of Riverside (hereinafter "Agency") and the County of Riverside by and through the Riverside County Transportation Department (hereinafter "RCTD") to construct a sidewalk on the south side of Palomar Street from Bryant Street to Kirkwood Court in the City of Wildomar.

WITNESSETH

WHEREAS, Agency is a redevelopment agency duly created, established and authorized to transact business and exercise its powers, all under and pursuant to the provisions of the Community Redevelopment Law ("CRL") which is Part 1 of Division 24 of the California Health and Safety Code (commencing with Section 33000 et seq.); and

WHEREAS, Section 33445 of the California Health and Safety Code provides that a redevelopment agency may pay all or part of the cost of the construction of any building, facility, structure or other improvement which is to be publicly owned and is located within or outside of a redevelopment project area upon making certain findings; and

WHEREAS, the Riverside County Board of Supervisors has adopted, by Ordinance No. 793 on July 20, 1999, a redevelopment plan ("Redevelopment Plan") for an area within the County known as the Lakeland Village/Wildomar Sub-Area of the 1-1986 Redevelopment Project Area (hereinafter "Project Area"); and

WHEREAS, the Redevelopment Plan for the Project Area was adopted in order to eliminate blight and revitalize the substandard physical and economic conditions that exist within the Project Area; and

WHEREAS, Section 33220 of the Community Redevelopment Law permits the Agency and RCTD to cooperate and assist each other in certain redevelopment activities that are the subject of this Agreement; and

WHEREAS, Agency and RCTD have determined that there is a great need for the construction of sidewalk on the south side of Palomar Street from Bryant Street to Kirkwood Street within the City of Wildomar (hereinafter the "Project"); and

WHEREAS, the construction of the Project will significantly improve public safety within the Project Area by improving safety for pedestrians within the Project Area; and

WHEREAS, RCTD agrees to reimburse Agency for the costs associated with the Project using SB 821and Measure A capital improvement funds.

NOW, THEREFORE, BE IT RESOLVED, found and determined that for the covenants, conditions, provisions, and mutual promises contained herein, the parties hereto do hereby agree as follows:

SECTION 1. Purpose of the Agreement. The purpose of this Agreement is to set forth the terms and conditions by which RCTD will provide funding to Agency for the construction of the Project by Agency.

SECTION 2. Location of the Project. The Project is located on Palomar Street from Bryant Street to Kirkwood Street in the City of Wildomar in Riverside County, as shown on "Exhibit A" (hereinafter made part of this Agreement).

SECTION 3. Scope of Work. The work to be performed by Agency includes the construction of sidewalk, asphalt pavement, curb and gutter on the south side of Palomar Street from Bryant Street to Kirkwood Court, as shown on Exhibit "B" (hereinafter made part of this Agreement).

SECTION 4. Construction of the Project. The contractor(s) for the Project are to be selected by Agency. Agency shall cause the construction of the Project to be carried out in compliance with all applicable laws, including, but not limited to, all applicable federal and state occupational, safety and health standards; nondiscrimination requirements; accessibility for the disabled; and prevailing wage laws.

SECTION 5. Disbursement of Funds. RCTD shall reimburse Agency for the actual cost of the improvements for an amount not to exceed one hundred forty-four thousand three-hundred sixty-four ($144,364) dollars. Said amount shall be the maximum amount paid to Agency for the Project and shall include, but is not limited to, all of Agency's charges for design, utility coordination, environmental clearances, construction, construction management, survey, and construction inspection.

Agency shall bill RCTD a lump sum amount for the total project cost using a Riverside County journal voucher. Any necessary corrections to journal voucher may result in a delay of payment. The final billing journal voucher shall be received by RCTD within twelve (12) months of completion of the construction of the Project. After said twelve (12) month period, RCTD will reprogram any remaining funds.

SECTION 6. RCTD and Other Governmental Agency Permits. Agency agrees to obtain, secure or cause to be secured any and all permits and/or clearances which may be required by RCTD or any other federal, state or local governmental or regulatory agency relating to the road and sidewalk rehabilitation that is the subject of this Agreement.

SECTION 7. Principal Contact Persons. The following individuals are hereby designated to be the principal contact persons for their respective parties:

AGENCY: Erlan Gonzalez, Project Manager
Redevelopment Agency for the County of Riverside
1325 Spruce St., Suite 400, Riverside, CA 92507
(951) 955-2968, (951) 955-6686 FAX

RCTD: Cathy Wampler, Senior Civil Engineer
Riverside County Transportation Department
4080 Lemon Street, 8th Floor, Riverside, CA 92501
(951) 955-6803, (951) 955-3164 FAX

SECTION 8. Conflict of Interest. No member, official or employee of Agency or RCTD shall have any personal interest, direct or indirect, in this Agreement nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested.

SECTION 9. Interpretation and Governing Law. This Agreement and any dispute arising there under shall be governed and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement, all parties having been represented by counsel in the negotiation and preparation hereof.

SECTION 10. No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the parties hereto. No other person or entity shall have any right of action based upon the provisions of this Agreement.

SECTION 11. Indemnification. Except as to any legal challenge or claim brought by any person or entity questioning the use of redevelopment funds for the purposes set forth herein that is the subject of this Agreement: (I) RCTD shall indemnify and hold Agency, its officers, agents and employees free and harmless from liability to any person or entity not a party to this Agreement from any damage, loss or injury to person and/or property which primarily relates to or arises from the negligence or willful misconduct of RCTD, its officers, agents, or employees in the execution or implementation of this Agreement; (ii) Agency shall indemnify and hold RCTD, its officers, agents, or employees free and harmless from any person or entity not a party to this Agreement from any damage, loss or injury to person and/or property which primarily relates to or arises from the negligence or willful misconduct of Agency, its

officers, agents, or employees in the execution or implementation of this Agreement.

SECTION 12. Insurance. Agency shall cause Agency's contractor to maintain in force, until completion and acceptance of the Project, a policy of Contractual Liability Insurance, including coverage of Bodily Injury Liability and Property Damage Liability, in the amount of $2,000,000 minimum single limit coverage, and a policy of Automobile Liability Insurnace in the amount of $1,000,000 minimum. Endorsements to each policy shall be required which name the RCTD, its officers, directors, officials, agents and employees as additionally insured. Agency shall also require Agency's contractors to maintain Worker's Compensation Insurance. Agency shall provide Certificates of Insurance and Additional Insured Endorsements which meet the requirements of this section to RCTD prior to start of construction.

SECTION 13. Section Headings. The Section 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 Agreement.

SECTION 14. Time Limit. Agency shall complete the work that is the subject of this Agreement within a period of twenty four (24) months after the date of execution of this Agreement. In the event said twenty four (24) month period expires prior to the completion of the work, the terms of this Agreement may be extended upon written consent of both parties. Nothing in this Section shall be deemed a waiver of any or all claims or other actions by either party in regard to any breach of this Agreement.

SECTION 15. Project Sign. RCTD agrees that Agency may place a project sign at the project site identifying the road improvement project as a Riverside County Redevelopment Agency Project.

SECTION 16. Entire Agreement. 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. Any amounts to or clarification necessary to this Agreement shall be in writing and acknowledged by all parties to the Agreement.

SECTION 17. Amendments to the Agreement. Agency's Executive Director, or his designee, is authorized to approve and execute changes to the Agreement. Such changes shall be mutually agreed upon by and between the Agency's Executive Director and Director of Transportation and shall be incorporated in written amendments to this Agreement.

SECTION 18. Successors and Assigns. This Agreement shall inure to the benefit of, and be binding upon, the successors, executors, administrators, legal representatives and assigns of the parties hereto.

SECTION 19. Termination by Agency. Agency shall have the right to terminate this Agreement in the event RCTD fails to perform, keep or observe any of its duties or obligations hereunder; provided however, that RCTD shall have thirty (30) days in which to correct such breach or default after written notice thereof has been served on it by Agency.

SECTION 20. Termination by RCTD. RCTD shall have the right to terminate this Agreement in the event Agency fails to perform, keep or observe any of its other duties or obligations hereunder; provided however, that Agency shall have thirty (30) days in which to correct such breach or default after written notice thereof has been served on it by RCTD.

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IN WITNESS WHEREOF, Agency and RCTD have executed this Agreement as of the date first above written.

REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE	**COUNTY OF RIVERSIDE**
_____	_____
Jeff Stone	Jeff Stone
Chairman, Board of Directors	Chairman, Board of Supervisors

ATTEST:

BY:_____

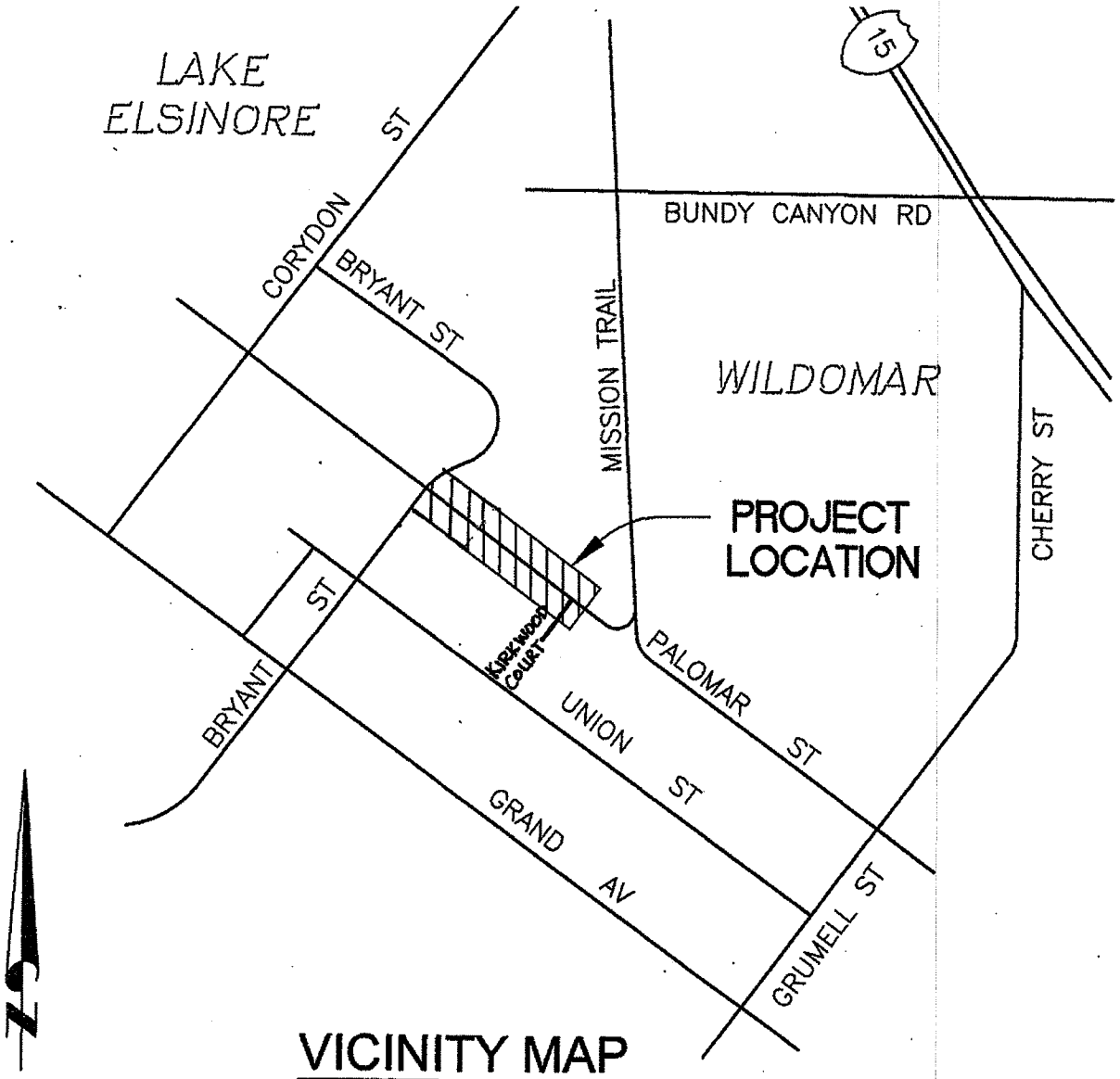
Kecia Harper-Ihem, Clerk of the Board

APPROVED AS TO FORM:
Agency Counsel
PAMELA J. WALLS

BY: _____ 9/21/09
Michelle Clack

Deputy

EXHIBIT "A"



VICINITY MAP

N.T.S.

EXHIBIT "B"

PALOMAR STREET SIDEWALK AND RELATED IMPROVEMENTS

SOURCE OF FUNDS	
SB 821 Funds	**$125,542**
Measure A Funds	**$18,822**
TOTAL	**$144,364**

FIFTH AMENDMENT TO
THE CONSULTING SERVICES AGREEMENT
BY AND BETWEEN
THE REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE
AND
DAVID EVANS & ASSOCIATES, INC.

THIS FIFTH AMENDMENT TO THE "Agreement for consulting services between David Evans & Associates, Inc. and the Redevelopment Agency for the County of Riverside" (the "5th Amendment") is entered into on this _____ day of _____, 2009, by and between the Redevelopment Agency for the County of Riverside, a public body (hereinafter "Agency"), and DAVID EVANS & ASSOCIATES, INC. (hereinafter "Consultant").

WITNESSETH:

WHEREAS, the parties entered into the original Agreement on March 15, 2005; and

WHEREAS, the parties entered into the First Amendment on August 15, 2006; and

WHEREAS, the parties entered into the Second Amendment on June 5, 2007; and

WHEREAS, the parties entered into the Third Amendment on June 24, 2008; and

WHEREAS, the parties entered into the Fourth Amendment on February 3, 2009; and

WHEREAS, the scope of services required for successful completion of the project has been expanded; and

WHEREAS, Agency is requesting that the Consultant provide for additional services; and

WHEREAS, the fees for the Original Agreement, First, Second, Third, and Fourth Amendment were $1,320,133.00 cumulatively; and

WHEREAS, fees for the additional services total $12,000.00.

NOW, THEREFORE, in consideration of the foregoing and providing that all other sections not amended remain intact, the parties hereto do hereby agree as follows:

A. Section 1 of the Agreement is hereby amended to include the following:

1. WORK PROGRAM.

Consultant shall perform architectural and construction management services in accordance with the scope provided in the original agreement, the first amendment, the second amendment, the third amendment, the fourth amendment, as well as additional services to be performed pursuant to this fifth amendment as described in Exhibit "A" attached hereto and incorporated herein by this reference.

2. **CONSULTANT'S COMPENSATION AND METHOD OF PAYMENT.** Consultant's compensation shall be an amount for actual work performed not to exceed $1,332,133.00. Consultant shall submit invoices to the Agency for progress payments based on work completed to date. The Agency will reimburse Consultant within thirty (30) days of receipt of invoice.

3. **TIME OF PERFORMANCE.** The Consultant agrees that it will diligently and responsibly pursue the performance of the services required of it by the original Agreement and all subsequent Amendments and will deliver the work product by August 2009.

4. **ENTIRE AGREEMENT**: All other terms and conditions of the agreement as previously amended shall remain the same and in full force and effect.

IN WITNESS WHEREOF, the Consultant and the Agency have executed this Amendment as of the date first above written.

REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE

By:_____

Jeff Stone
Chairman, Board of Directors

DAVID EVANS & ASSOCIATES, INC.

By:_____

Kim Rhodes, Vice President

ATTEST:

BY:_____

Kecia Harper-Ihem, Clerk of the Board

APPROVED AS TO FORM:

By: M Victor 7/23/09
Marsha L. Victor
Agency Counsel

R:\RDACOM\DIS1\Palomar Street Sewer Improvement Project\Consulting Services Agreement\Amendment #4 Consulting Services Agreement.doc

DAVID EVANS
AND ASSOCIATES INC.

EXHIBIT "A"

March 02, 2009

Mr. Aurelio Aguirre
Riverside County Economic Development Agency
1325 Spruce St. Suite 400
Riverside, CA 92507

SUBJECT: ADDITIONAL CONSTRUCTION MANAGEMENT SERVICES FOR PALOMAR STREET AND SEWER IMPROVEMENTS – WILDOMAR

Dear Aurelio,

On behalf of David Evans and Associates, Inc. (DEA), we respectfully request a change order for additional construction management services that have resulted from an increase in the construction schedule due to unforeseen delays in the field. The extended timeline will require additional site visits, coordination with EDA and the contractor and field meetings as well as additional time to review materials submittals, certified payroll and draw request. The additional CM time is due to an extended construction timeline resulting from unforeseen delays in the field. The change order will be billed on a time and material basis.

In summary, DEA is hereby requesting a change order in the amount of **$12,000 (Twelve thousand)** for the additional construction management as noted above. Thank you once again for your consideration of our request.

If you have any questions or concerns, please feel free to call. We look forward to hearing from you.

Sincerely,

DAVID EVANS AND ASSOCIATES, INC.

Gabriel Rodriguez, P.E.
Associate

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FORM APPROVED COUNTY COUNSEL
BY: MARSHA L. VICTOR DATE 11/5/09

Departmental Concurrence

9/16

SUBMITTAL TO THE BOARD OF DIRECTORS OF THE REDEVELOPMENT AGENCY COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

FROM: Redevelopment Agency

SUBMITTAL DATE: October 29, 2009

SUBJECT: Home Gardens Library and Community Center Expansion – Notice of Completion

RECOMMENDED MOTION: That the Board of Directors:

1. Accept the construction of the Home Gardens Library and Community Center Expansion Project ("Project") as complete and authorize release of retentions in accordance with the contract terms;
2. Authorize the Chairman to execute the attached Notice of Completion for the Project; and
3. Authorize the Clerk of the Board to file the attached Notice of Completion for the Project.

BACKGROUND: On September 2, 2008, the Board of Directors accepted and awarded the construction contract for the Project to ASR Constructors, Incorporated. Construction of the Project has been completed within the Project budget and formal acceptance of the improvements is recommended.

Robert Field
Executive Director

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:	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.: 5/18/04, Item 4.5; 2/27/07, Item 4.4; 12/4/07, Item 4.4 & 9.4; 2/26/08, Item 4.4; 9/2/08, 4.4, 3.50

District: 2

Agenda Number:

PLEASE COMPLETE THIS INFORMATION
RECORDING REQUESTED BY:

KECIA HARPER-IHEM, 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: Home Gardens Library and Community Center Expansion

Date of Completion: Date Hereof

Nature of owner: Government

Interest or estate of owner: Construction Easement

Address of owner: Clerk, Board of Directors, County Administrative Center
4080 Lemon Street, Riverside, CA 92501

Name of contractor: ASR Constructors, Inc.
5230 Wilson Street, Riverside, CA 92509

Street or legal description of site: Home Gardens Library, 3785 Neece St, Corona, CA 92879; in the unincorporated community of Home Gardens.

Dated:
ATTEST: Kecia Harper-Ihem, Clerk

By:_____
Deputy

Owner: Redevelopment Agency for the County of Riverside
(Name of Public Entity)

By: _____
Jeff Stone, Chairman, Board of Directors

STATE OF CALIFORNIA)
ss
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 November, 2009

_____, Jeff Stone, Chairman of the Board of Directors

FORM APPROVED COUNTY COUNSEL
BY: MARSHA L. VICTOR 11/5/09 DATE

ORDINANCE NO. 567.3

AN ORDINANCE OF THE COUNTY OF RIVERSIDE

AMENDING ORDINANCE NO. 567 REGULATING FOOD HANDLERS

The Board of Supervisors of the County of Riverside ordains as follows:

Section 1. Subsection c. of Section 2. of Ordinance No. 567.2 shall be repealed in its entirety.

Section 2. The following definition is added to Section 2. of Ordinance No. 567.2 to read as follows:

"Director" shall mean the Director of the Riverside County Department of Environmental Health, or his or her designated representative."

Section 3. All references to "Health Officer" shall be replaced with "Director."

Section 4. Section 5. of Ordinance No. 567.2 is amended to read as follows:

"Section 5. APPLICATION FOR FOOD WORKER'S CERTIFICATE.

Any person who is engaged or intends to engage in an occupation or employment for which a Food Worker's Certificate is required by Section 3 of this ordinance, shall file with the Health Officer an application for such certificate or a renewal thereof in such form as the Health Officer may require. The application shall be accompanied by a non-refundable fee, as referenced in Ordinance No. 640, provided, however, students 16 years of age or older engaged in school food operations are exempted from such fee."

Section 5. Section 8. of Ordinance No. 567.2 is amended to read as follows:

"Section 8. DUPLICATE FOOD WORKER'S CERTIFICATE.

For good cause, a duplicate Food Worker's Certificate may be issued by the Health Officer for a fee, as referenced in Ordinance No. 640."

Section 6. Section 12. of Ordinance 567.2 is amended to read as follows:

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///

"Section 12. VIOLATION.

Any person violating any of the provisions of this ordinance shall be guilty of an infraction and upon conviction thereof shall be punished by:

(1) A fine not exceeding $50.00 for the first violation;

(2) A fine not exceeding $100.00 for the second violation within 1 year;

(3) A fine not exceeding $250.00 for each additional violation within 1 year."

Section 7. This ordinance shall take effect thirty (30) days after its adoption.

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

By:_____
Chairman, Board of Supervisors

ATTEST:
CLERK OF THE BOARD:

By:_____
Deputy

(SEAL)

APPROVED AS TO FORM
September 24, 2009

By:_____
JINNY H. RA
Deputy County Counsel

G:\Property\06-ORDINANCE\567.3 9-22-09.doc

FORM APPROVED COUNTY COUNSEL
BY: JHNY H. RA 9/24/09 DATE

501

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

FROM: Community Health Agency/Environmental Health

SUBMITTAL DATE: September 24, 2009

SUBJECT: Amending Ordinance No. 567, "An Ordinance of the County of Riverside Regulating Food Handlers"

RECOMMENDED MOTION:
That the Board of Supervisors:

1. Introduce and set for Public Hearing the adoption of Ordinance No. 567.3, amending Ordinance No. 567.2, which establishes regulation of food establishments and food facilities;
2. Authorize the Clerk of the Board to place an advertisement for the Public Hearing in the appropriate local publications; and
3. Upon the close of the Public Hearing, adopt Ordinance No. 567.3.

BACKGROUND: This amendment to Ordinance No. 567 includes minor cleanup, as well as a revision to Sections 5 and 8 (regarding fees) to correctly reference Ordinance No. 640, the fee ordinance for the Department of Environmental Health.

SVS:gf

Keith Jones FOR STEVE VAN STOCKUM
Steven Van Stockum Keith Jones for Steven Van Stockum
Director, Department of Environmental Health

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:	

SOURCE OF FUNDS: No Funding Necessary

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 Ashley, seconded by Supervisor Tavaglione and duly carried, IT WAS ORDERED that the above ordinance is approved as introduced and is set for public hearing on Tuesday, November 24, 2009 at 9:30 a.m.

Ayes:	Buster, Tavaglione and Ashley
Nays:	None
Absent:	Stone
Date:	October 20, 2009
xc:	CHA/Env. Health, COB(2)

Kecia Harper-Ihem
Clerk of the Board
By: Deputy

Departmental Concurrence

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

Prev. Agn. Ref.:	District:	Agenda Number:
		3.10

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

FROM: County Counsel/TLMA
Code Enforcement Department

SUBMITTAL DATE: November 12, 2009

SUBJECT: Abatement of Public Nuisance [Excess Outside Storage & Accumulation of Rubbish]
Case Nos.: CV 07-6991; CAMERON
Subject Property: 21377 Nandina Avenue, Perris; APN: 295-260-017
District One

RECOMMENDED MOTION: Move that:

1. The excess outside storage of materials and accumulation of rubbish on the real property located at 21377 Nandina Avenue, Perris, Riverside County, California, APN: 295-260-017 be declared a public nuisance and a violation of Riverside County Ordinance Nos. 348 and 541 (Riverside County Code Chapters 17.120 and 8.120).

2. Meridith Cameron, 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)

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 ☒ Policy

☐ Consent ☐ Policy

Dep't Recomm.:

Per Exec. Ofc.:

Prev. Agn. Ref.: | **District:** 1 | **Agenda Number:** 9.2

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 March 14, 2008.

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: tools, building material, old spas, barrels, planting buckets, old furniture, auto parts, cardboard, scrap wood, scrap metal and miscellaneous trash and debris. The amount of outside storage of materials and accumulated rubbish was determined to be approximately 10,000 square feet.

3. Subsequent follow up inspections of the above-described real property on July 15, 2008, January 30, 2009, June 5, 2009, August 6, 2009 and November 12, 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 116B

FROM: County Counsel/TLMA
Code Enforcement Department

SUBMITTAL DATE:
June 8, 2009

SUBJECT: Abatement of Public Nuisance [Appeal; Inoperative Vehicles];
Case No.: CV 08-04979 (MARSHALL)
Subject Property: 20389 Haines Street, Perris, Riverside County
APN: 318-221-030
District One

RECOMMENDED MOTION: Move that:

(1) The vehicles as set forth in the Vehicle Investigation Inventory Abatement Report, excluding vehicles 2, 3 and 8, be found to be abandoned, wrecked, dismantled or inoperative vehicles and declared a public nuisance in violation of Riverside County Ordinance No. 520 (RCC Chapter 10.04.).

(2) The Administrative Hearing Order/Decision issued on August 1, 2008 be affirmed, except and as to vehicles 2, 3 and 8 of the Vehicle Investigation Inventory Abatement Report.

(3) Thomasinia S. Marshall, or anyone having possession or control of the vehicles be required to abate the public nuisance by removing them from the subject property, or lawfully enclosing them in a building, within ninety (90) days of the posting and mailing of the Board's Order.

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

County Executive Office Signature BY: Tina Grande

Departmental Concurrence

Policy ☒ Consent ☐
Policy ☒ Consent ☐

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

2009 JUN 10 PM 8:12

Prev. Agn. Ref.: | **District:** 1 | **Agenda Number:** 9.3

Form 11 (Rev 06/2003)

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

(4) If Thomasinia S. Marshall, or anyone having possession or control of the inoperative vehicles and/or vehicle parts do not properly abate the public nuisance within ninety (90) days of the posting and mailing of the Board's Order, a designated representative of the Code Enforcement Department, a towing contractor and/or Sheriff's Department representative shall abate the public nuisance by removal and destruction pursuant to RCO No. 520 (RCC Chapter 10.04) and applicable laws.

(5) The reasonable costs of abatement, after notice and an opportunity for hearing shall be imposed as a lien on the subject real property which may be collected as a special assessment against the real property pursuant to Government Code Section 25845 and RCO Nos. 520 and 725 (RCC Chapters 10.04 and 1.16, respectively).

(6) County Counsel be directed to prepare the necessary Findings of Facts and Conclusions of Law that the vehicles and/or vehicle parts on the real property are declared to be in violation of RCO No. 520 (RCC Chapter 10.04) and a public nuisance, and further, to prepare an Order to Abate for approval by the Board.

JUSTIFICATION:

(1) As authorized by California Vehicle Code Sections 22660 and 22661 and California Government Code Section 25845, RCO No. 520 prohibits the outside storage of abandoned, wrecked, dismantled or inoperative vehicles on private property and deems the condition a public nuisance. Furthermore, RCO No. 520 authorizes the removal and destruction of the vehicles constituting a public nuisance.

(2) On June 3, 2008, an inspection was made of the subject real property by code enforcement officers. The inspection revealed eight (8) abandoned, inoperable, wrecked or dismantled vehicles on the subject real property in violation of Riverside County Ordinance No. 520.

(3) Pursuant to the request from the property owner, Thomasinia S. Marshall, an administrative hearing was held on April 30, 2009, wherein the Hearing Officer determined that all eight (8) inoperative vehicles on the subject property constitute a public nuisance in violation of RCO No. 520 and ordered all eight (8) inoperative vehicles removed from the property. Code Enforcement, however, withdraws vehicles 2, 3 and 8 of the Vehicle Investigative Inventory Abatement Report at the time of the hearing and is not seeking to include those vehicles as part of the finding of a public nuisance.

(4) A timely appeal of the Administrative Hearing Order/Decision was filed by Thomasinia S. Marshall. Notice of the appeal hearing before the Board of Supervisors has been given as required by law. As of September 25, 2008, at least three (3) of the inoperative vehicles remained on the property.

(5) 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 abandoned, wrecked, dismantled or inoperable vehicles.

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA 9.4B

FROM: County Counsel/TLMA
Code Enforcement Department

SUBMITTAL DATE:
November 12, 2009

SUBJECT: Abatement of Public Nuisance [Grading Without a Permit]
Case No.: CV 07-1977 (ALDERMAN)
Subject Property: 42815 Campo Road, Anza
APN: 579-460-005
District Three

RECOMMENDED MOTION: Move that:

(1) The grading without permits on the real property located at 42815 Campo Road, Anza, Riverside County, California, APN: 579-460-005, 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) That a five (5) year hold on the issuance of building permits and land use approvals be placed on The Property.

Departmental Concurrence

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

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

Prev. Agn. Ref.: | **District:** 3 | **Agenda Number:** 9.4

Form 11 (Rev 06/2003)

(3) William Harbert Alderman Jr., and Maureen Marie Alderman, Co-Trustees of the Alderman Family Trust, the Owners 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 owners or whoever has possession or control of the real property do 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 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) That upon the restoration of the property and payment of all abatement costs assessed against the property are paid 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 Officers on March 20, 2007. The inspection revealed that a horse track had been graded on the property and that the track deviated from the natural topography in violation of Riverside County Ordinance No. 457 (RCC Title 15). The Officers at the follow up inspections estimated that approximately fifteen thousand eight hundred eight (15,808) cubic yards of dirt has been graded. This creates a public and attractive nuisance.

2. Follow-up inspections on May 7, 2007 June 6, 2007, July 18, 2007, August 28, 2007, October 10, 2007, July 24, 2008, August 29, 2008, September 18, 2008, October 29, 2008, December 8, 2008, July 14, 2009 and September 9, 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

FROM: County Counsel/TLMA
Code Enforcement Department

SUBMITTAL DATE:
October 22, 2009

SUBJECT: Abatement of Public Nuisance [Grading Without a Permit]
Case No.: CV 05-3785 (ZAMORA)
Subject Property: 45712 Gene Road, Aguanga;
APN: 581-240-037
District Three

RECOMMENDED MOTION: Move that:

(1) The grading without permits on the real property located at 45712 Gene Road, Aguanga Riverside County, California, APN: 581-240-037, 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

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:

County Executive Office Signature

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

Prev. Agn. Ref.: | **District:** 3 | **Agenda Number:** 9.5

Form 11 (Rev 06/2003)

(3) Patricia E. Zamora, 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 December 15, 2005. The inspection revealed grading on the property that caused deviation from the natural topography in violation of Riverside County Ordinance No. 457 (RCC Title 15). It was later estimated that approximately one thousand, seven hundred and fifteen (1,715) cubic yards of dirt had been graded. A search of Riverside County records indicates that no permit for grading has been obtained for the portion of the parcel that was graded. This creates a public and attractive nuisance.

2. Follow-up inspections on January 16, 2008, April 30, 2009 and August 25, 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

523 B

FROM: County Counsel/TLMA
Code Enforcement Department

SUBMITTAL DATE: October 7, 2009

SUBJECT: Abatement of Public Nuisance [Grading Without a Permit]
Case No.: CV 07-6752 (ERCOLI)
Subject Property: 35376 Borel Road, Winchester;
APN: 964-130-016
District Three

RECOMMENDED MOTION: Move that:

(1) The grading without permits on the real property located at 35376 Borel Road, Winchester Riverside County, California, APN: 964-130-016, 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)

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

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

Prev. Agn. Ref.: | **District:** 3 | **Agenda Number:** 9.6

Form 11 (Rev 06/2003)

(3) Michael James Ercoli, 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 March 24, 2008. The inspection revealed land had been graded on the property that deviated from the natural topography in violation of Riverside County Ordinance No. 457 (RCC Chapter 15). It was later estimated that approximately three thousand, five hundred and thirty-five (3,535) cubic yards of dirt has been graded. A search of Riverside County records indicates that no current permit for grading has been obtained. This creates a public and attractive nuisance.

2. A follow-up inspection on April 7, 2009, and August 5, 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 313B

FROM: County Counsel/TLMA
Code Enforcement Department

SUBMITTAL DATE:
April 13, 2009

SUBJECT: Abatement of Public Nuisance [Substandard Structures and Accumulated Rubbish];
Case No.: CV 07-5128
Subject Property: 71250 Fillmore St., Thermal; APN: 749-210-015
District Four

RECOMMENDED MOTION: Move that:

(1) The substandard structures (free standing carport; warehouse; detached garage; dwelling; two apartments and detached kitchens) on the real property located at 71250 Fillmore St., Thermal, Riverside County, California, APN 749-210-015 be declared a public nuisance and a violation of Riverside County Ordinance No. 457 which does not permit substandard structures on the property.

(2) Carlos J. Ortega, 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)

ELENA M. BOEVA, 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

X Policy ☐ Policy
☐ Consent ☐ Consent

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

Prev. Agn. Ref.: | **District:** 4 | **Agenda Number:** 9.7

Form 11 (Rev 06/2003)

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

(3) The owner be ordered to ascertain the existence or non-existence of asbestos containing materials in said structure 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 at 71250 Fillmore St., 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) Carlos J. Ortega, 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 June 22, 2007.

2. The inspection revealed seven substandard structures (free standing carport; warehouse; detached garage; dwelling; two apartments and detached kitchens) 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; public and attractive nuisance. The inspection also revealed the accumulation of rubbish (approximately 8,100 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: wood, metal, plastic, dead vegetation and household trash.

3. Subsequent inspections of the above-described real property on October 4, 2007, August 11, 2008, October 6, 2008, January 28, 2009 and March 31, 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 accumulated rubbish.

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA 912B

FROM: County Counsel/TLMA
Code Enforcement Department

SUBMITTAL DATE:
November 12, 2009

SUBJECT: Abatement of Public Nuisance [Substandard Structures & Accumulation of Rubbish] (Charles)
Case Nos.: CV 06-7533 & CV 06-7534
Subject Property: 2 Parcels North of 14875 Mc Garger Road, Desert Hot Springs
APN: 656-270-012; District 5

RECOMMENDED MOTION: Move that:

(1) The substandard structures (single family residence and detached garage with wood shed) on the real property located at 2 Parcels North of 14875 Mc Garger Road, Desert Hot Springs, Riverside County, California, APN 656-270-012 be declared a public nuisance and a violation of Riverside County Ordinance No. 457 which does not permit substandard structures on the property.

(2) The Estates of Richard T. Charles and Ivelice Bisono Charles, the owners 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 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

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

Prev. Agn. Ref.: | **District:** 5 | **Agenda Number:** 9.8

Form 11 (Rev 06/2003)

(3) The owners be ordered to ascertain the existence or non-existence of asbestos containing materials in said structure 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 at 2 Parcels North of 14875 Mc Garger Road, Desert Hot Springs, 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) The Estates of Richard T. Charles and Ivelice Bisono Charles, the owners 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 owners of the real property do 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 structure 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 structure 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 March 30, 2009.

2. The inspection revealed two substandard structures (single family residence and detached garage with wood shed) 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: lack of improper water closet, lavatory, bathtub, shower or kitchen sink; lack of hot and cold running water to plumbing fixtures; hazardous wiring; members of walls, partitions or other vertical supports that split, lean, list or buckle due to defective material or deterioration; members of ceilings, roofs, ceiling and roof supports or other horizontal members which sag, split or buckle due to defective material or deterioration; dampness of habitable rooms; faulty weather protection; general dilapidation or

improper maintenance; public and attractive nuisance - abandoned/vacant. The inspection also revealed the accumulation of rubbish 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: household trash, scrap metal, tires, dilapidated cardboard boxes with empty glass beer bottles, junked appliances, crates, broken furniture, wood, plastics and other miscellaneous trash and debris.

3. Subsequent inspections of the above-described real property on June 4, 2009, June 24, 2009, July 30, 2009 and November 10, 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 structure and accumulation of rubbish.

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

FROM: County Counsel/TLMA
Code Enforcement Department

SUBMITTAL DATE: November 17, 2009

SUBJECT: Abatement of Public Nuisance [Excess Outside Storage & Accumulation of Rubbish]
Case Nos.: CV 07-8198 & CV 08-07240 (Teets)
Subject Property: 20081 Telford Avenue, Perris; APN: 349-020-074
District Five

RECOMMENDED MOTION: Move that:

1. The excess outside storage of materials and accumulation of rubbish on the real property located at 20081 Telford Avenue, Perris, Riverside County, California, APN: 349-020-074 be declared a public nuisance and a violation of Riverside County Ordinance Nos. 348 and 541 (Riverside County Code Chapters 17.156 and 8.120).

2. Jayne L. Teets, Edmund Q. Teets and Dorothy L. Teets, Trustees of the Teets Family Trust, the owners 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)

JULIE A. 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

☐ 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)

3. If the owners of the real property do 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 August 25, 2008.

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: scrap wood, green waste, tree branches and trunks, tires, tools, lumber, scrap metal, metal water tank, plastics, used building materials, roofing material, 2 spas, fencing materials, sheds, air conditioner, appliances and miscellaneous trash and debris. The accumulated rubbish and outside storage measured 26,699 square feet.

3. Subsequent follow up inspections of the above-described real property on May 19, 2009, July 25, 2009 and September 24, 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

910B

FROM: County Counsel/TLMA
Code Enforcement Department

SUBMITTAL DATE:
November 12, 2009

SUBJECT: Abatement of Public Nuisance [Substandard Structure]
Case No.: CV 08-01754 (FEDERAL)
Subject Property: 32470 Crest Road, Redlands
APN: 413-154-023
District Five

RECOMMENDED MOTION: Move that:

(1) The substandard structure (residence) on the real property located at 32470 Crest Road Redlands, Riverside County, California, APN: 413-154-023, be declared a public nuisance and a violation of Riverside County Ordinance No. 457, which does not permit substandard structures on the property.

(2) Owner, Federal Home Loan Mortgage Corp., or whoever has possession and control of the subject real property, be directed to abate the substandard structure 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, in strict accordance with Riverside County Ordinance No. 457.

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

☒ Policy ☐ Consent — Dep't Recomm.:

☐ Policy ☐ Consent — Per Exec. Ofc.:

Prev. Agn. Ref.:

District: 5

Agenda Number: 9.10

Form 11 (Rev 06/2003)

(3) The owner be ordered to ascertain the existence or non-existence of asbestos containing materials in said structure 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) If the owner, or whoever has possession or control of the real property, does not take the above-described actions within ninety (90) days of the date of the Board's Order to Abate, the substandard structure and contents therein shall be abated and disposed of by representatives of the Riverside County Code Enforcement Department, a contractor or the Sheriff's Department upon receipt of an owner's consent or a Court Order, where necessary under applicable law, authorizing entry onto The Property.

(5) The reasonable cost of abatement, after notice and 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 Nos. 457 and 725.

(8) County Counsel be directed to prepare the necessary Findings of Facts and Conclusions that the substandard structure on the real property are declared to be in violation of Riverside County Ordinance No. 457, and a public nuisance, and further, to prepare an Order to Abate and Order and Findings for approval by the Board.

JUSTIFICATION:

(1) An inspection was made of the subject real property by the Code Enforcement Officer on March 21, 2008. The inspection revealed a substandard structure on the subject property, in violation of Riverside County Ordinance No. 457. The substandard conditions of the structure included but were not limited to: hazardous wiring; lack of connection to required sewage system; faulty weather protection; defective or deteriorated flooring or floor supports; and public and attractive nuisance.

(2) Subsequent inspections of the above-described real property on July 10, 2008, October 9, 2008, May 13, 2009, and September 9, 2009 revealed the property continues to be in violation of Riverside County Ordinance No. 457.

(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 abatement of the substandard structure.

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA 909B

FROM: County Counsel/TLMA
Code Enforcement Department

SUBMITTAL DATE:
November 12, 2009

SUBJECT: Abatement of Public Nuisance [Substandard Structures and Accumulation of Rubbish]
Case Nos.: CV 08-05061 & CV 07-2045 (WALTERS)
Subject Property: 52243 Date Avenue, Cabazon; APN: 528-104-022
District Five

RECOMMENDED MOTION: Move that:

(1) The substandard structures (wooden structure and carport) on the real property located at 52243 Date Avenue, Cabazon, Riverside County, California, APN 528-104-022 be declared a public nuisance and a violation of Riverside County Ordinance No. 457 which does not permit substandard structures on the property.

(2) Estate of Lura Walters, 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 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

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

Prev. Agn. Ref.: | **District:** 5 | **Agenda Number:** 9.11

Form 11 (Rev 06/2003)

Departmental Concurrence

(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 at 52243 Date Avenue, Cabazon, 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) Estate of Lura Walters, 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 structure 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 2, 2007.

2. The inspection revealed the accumulation of rubbish 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: green waste, tires, household trash, rags, cans and debris.

3. During a follow-up inspection on June 10, 2008, the officer observed a substandard structure (wooden structure) on the subject real property in violation of Riverside County Ordinance No. 457. On May 30, 2009, the officer observed a carport in substandard condition on the property. The

substandard conditions of the structures included, but were not limited to the following: hazardous wiring, members of ceilings, roofs, ceiling and roof supports or other horizontal members which sag, split or buckle due to defective material or deterioration, dampness of habitable rooms, faulty weather protection, general dilapidation or improper maintenance, public and attractive nuisance.

4. Subsequent inspections of the above-described real property on May 8, 2007, July 30, 2009, and November 10, 2009, revealed that the property continues to be in violation of Riverside County Ordinance Nos. 457 and 541.

5. 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 structure and accumulation of rubbish.

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA 908B

FROM: County Counsel
Code Enforcement Department

SUBMITTAL DATE:
November 12, 2009

SUBJECT: Statement of Expense [Case No. CV 08-06263]
Subject Property: 32130 Windsong Road, Wildomar; NORTH RANCH III VENTURES
APN: 380-130-001 & 380-130-018
District One

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 nine hundred, eighteen dollars and thirty-four cents (US $918.34);
(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

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

Prev. Agn. Ref.: | **District:** 1 | **Agenda Number:** 9.12

Form 11 (Rev 06/2003)

Statement of Expense [Case No. CV 08-06263]
Subject Property: 32130 Windsong Road, Wildomar; NORTH RANCH III VENTURES
APN: 380-130-001 & 380-130-018
District One

The Code Enforcement Department issued Notices of Violation dated July 18, 2008 andAugust 22, 2008. Also, a Notice of Intent to Disconnect Utilities was issued on December 23, 2008. As of June 30, 2008, this case was transferred to the City of Wildomar and the Code Enforcement Department for the County of Riverside has closed this case.

The property has a delinquent tax status as of 2007.

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.

The City of Wildomar was incorporated on July 1, 2008 and agreed to reimburse the County of Riverside for all code enforcement fees and costs incurred up to June 30, 2009.

A portion of funds received pursuant to the abatement lien and special assessment authorized herein may be repaid or credited to the City of Wildomar, if applicable, due to prior reimbursement for the cost of code enforcement services pursuant to California Government Code §57384(b).

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

613B

FROM: County Counsel
Code Enforcement Department

SUBMITTAL DATE:
October 29, 2009

SUBJECT: Statement of Expense [Case Nos. CV 06-0632, CV 05-5412 & CV 05-5477]
Subject Property: 9306 Jurupa Road, Riverside; TOPRAKJIAN
APN: 167-231-002 & 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.

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

Per Exec. Ofc.: ☒ Consent ☐ Policy

Dep't Recomm.:

Prev. Agn. Ref.: | **District:** 2 | **Agenda Number:** 9.13

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: 167-231-002 & 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

9.14A

FROM: Treasurer-Tax Collector

SUBMITTAL DATE:
November 4, 2009

SUBJECT: Resolution No. 2009-325 Approving the Issuance of Colorado Educational and Cultural Facilities Authority Revenue Bonds in a Maximum Aggregate Principal Amount of $3,500,000 to Finance And Refinance Costs of Certain Educational Facilities on behalf of Woodcrest Christian School System

RECOMMENDED MOTION: That the Board of Supervisors conduct a public hearing and, upon conclusion of the public hearing, adopt Resolution No. 2009-325 granting approval for the issuance of tax-exempt revenue bonds by the Colorado Educational and Cultural Facilities Authority for the benefit of the Woodcrest Christian School System, a California nonprofit corporation and 501(c)(3) charitable organization, for the purpose of financing and refinancing the costs of acquisition, construction, improvement, renovation, remodeling, furnishing and equipping certain educational facilities owned by or to be owned by the Woodcrest Christian School System in Riverside County.

BACKGROUND: The Colorado Educational and Cultural Facilities Authority (CECFA) was created by the Colorado General Assembly and provides financing for colleges, universities, certain secondary schools, charter schools, and other educational institutions as well as financing for cultural entities. As a non-profit, charitable organization, the Woodcrest Christian School System is eligible for tax-exempt financing. Pursuant to Section 147(f) of the Internal Revenue Code of 1986, after a duly noticed public hearing, the bonds must be approved by the "applicable elected representative" of the governmental unit having jurisdiction over the entire area in which any bond-financed facility is to be located if the bonds are to be issued as tax-exempt bonds. (Continued on page 2).

Don Kent, Treasurer – Tax Collector

FORM APPROVED COUNTY COUNSEL
BY PAMELA J. WALLS DATE

Departmental Concurrence

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:	N/A

SOURCE OF FUNDS: N/A

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

C.E.O. RECOMMENDATION:

APPROVE
BY: Christopher M. Hans

County Executive Office Signature

☐ Policy ☑ Policy
☐ Consent ☐ Consent

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

Prev. Agn. Ref.: | **District:** 1 & 2 | **Agenda Number:** 9.14

BACKGROUND: (Continued)

CECFA proposes to issue tax-exempt revenue bonds in an aggregate principal amount not to exceed $3,500,000 to finance and refinance certain educational facilities described below, to fund a debt service reserve fund, and to pay certain costs of issuance, including the costs of any credit enhancement. Because this Board of Supervisors has jurisdiction over the area where these educational facilities are to be located, Section 147(f) of the Internal Revenue Code requires that CECFA and the Woodcrest Christian School System obtain the Board's approval of the issuance of bonds so that they can be issue as tax-exempt bonds.

The proceeds of the proposed tax-exempt revenue bonds will be used for the purpose of providing funds to:

(a) Refinance certain existing indebtedness, the proceeds of which were used to finance the cost of the Acquisition, construction, renovation and equipping of certain educational facilities of the Woodcrest Christian School System including, but not limited to, a baseball stadium and a track/soccer stadium and lighting, student service enhancements including a lunch serving facility, land acquisition and improvements, a student parking lot, building renovations, campus landscaping and a building for bus maintenance located at 18401 Van Buren Blvd. in Riverside and at 3612 Arlington Avenue in Riverside;

(b) Finance the cost of the acquisition, construction, renovation and equipping of certain educational facilities of the Woodcrest Christian School System located in Riverside including, but not limited to, additional office space, a performing arts theatre, locker room space and storage, a student activity facility and a solar electric generation system located or to be located at 18401 Van Buren Blvd. in Riverside.

Resolution No. 2009-325 approves the issuance of the proposed tax-exempt bonds by CECFA for purposes of Section 147(f) of the Internal Revenue Code.

These proposed bonds do not represent a debt or obligation of the County of Riverside; and no funds of the County will be pledged to the repayment of the bonds.

County Counsel has reviewed Resolution No. 2009-325 and approved it as to form.

This matter was originally considered by the Board as an urgency item on November 3, 2009. However, in order to provide the requisite published notice of the public hearing, this matter will need to be heard and approved by the Board on November 24, 2009.

RESOLUTION NO. 2009-325

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, CALIFORNIA APPROVING THE ISSUANCE OF COLORADO EDUCATIONAL AND CULTURAL FACILITIES AUTHORITY REVENUE BONDS IN A MAXIUM AGGREGATE PRINCIPAL AMOUNT OF $3,500,000 FOR THE PURPOSES OF FINANCING AND REFINANCING THE COSTS OF ACQUISITION, CONSTRUCTION, IMPROVEMENT, RENOVATION, REMODELING, FURNISHING AND EQUIPPING OF CERTAIN EDUCATIONAL FACILITIES AND CERTAIN OTHER MATTERS RELATING THERETO

WHEREAS, Woodcrest Christian School System, a California nonprofit religious corporation ("Woodcrest"), an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986 (the "Code"), has requested that the Colorado Educational and Cultural Facilities Authority (the "Authority") participate in the issuance of one or more series of revenue bonds in an aggregate principal amount not to exceed $3,500,000 (the "Bonds") to be used to: (a) refinance certain existing indebtedness, the proceeds of which were used to finance the cost of the acquisition, construction, renovation and equipping of certain educational facilities of Woodcrest, including but not limited to a baseball stadium and a track/soccer stadium and lighting, student service enhancements including a lunch serving facility, land acquisition and improvements, a student parking lot, building renovations, campus landscaping and a building for bus maintenance located at 18401 Van Buren Blvd., Riverside, California 92508 and at 3612 Arlington Avenue, Riverside, California 92506 (the "Prior Facilities"); (b) finance the cost of the acquisition, construction, renovation and equipping of certain educational facilities of the Woodcrest located in Riverside, California, including but not limited to additional office space, a performing arts theatre, locker room space and storage, a student activity facility and a solar electric generation system located or to be located at 18401 Van Buren Blvd., Riverside, California 92508 (together with the Prior Facilities, the "Facilities"); (c) fund any required debt service reserve fund; and (d) pay certain costs of issuance of the Bonds, including initial costs of any credit enhancement (collectively, the "Project"); and

WHEREAS, the proceeds of the Bonds will be loaned by the Authority to ACSI Capital Corporation which will in turn loan the proceeds to Woodcrest; and

WHERAS, the Facilities are or will be owned and operated by Woodcrest and located in the County of Riverside (the "County"); and

WHEREAS, pursuant to Section 147(f) of the Internal Revenue Code of 1986 (the "Code"), prior to their issuance, the bonds are required to be approved by the "applicable elected representative" of the governmental unit on whose behalf the Bonds are expected to be issued and by a governmental unit having jurisdiction over the entire area in which any facility financed by the Bonds is to be located, after a public hearing held following reasonable public notice; and

WHEREAS, the Facilities to be financed and refinanced with proceeds of the Bonds are located within the territorial limits of the County; and

WHEREAS, the members of the Board of Supervisors of the County of Riverside are the elected legislative body and are the applicable elected representatives of the County; and

WHEREAS, there has been published, at least 14 days prior to the date hereof, in a newspaper of general circulation within the County, a notice that a public hearing regarding the Bonds would be held on the date hereof; and

WHEREAS, such public hearing was conducted on this date by the Board of Supervisors, at which time an opportunity was provided to interested parties to present arguments both for and against the issuance of the Bonds; and

WHEREAS, it is intended that this resolution shall constitute the approval of the issuance of the Bonds and the Project required by Section 147(f) of the Code.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the Board of Supervisors of the County of Riverside, California as follows:

///

1. The above recitals are true and correct.

2. The Board of Supervisors hereby approves the issuance of the Bonds by the Authority and the Project to be financed and refinanced thereby. It is the purpose and intent of the Board of Supervisors that this resolution constitute approval of the Bonds for the purposes of Section 147(f) of the Code and the approval of the Project. The County of Riverside does not bear any responsibility for the tax-exempt status of the Bonds, the debt service on the Bonds or any other matter related to the Bonds.

3. The officers of the County 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 deem necessary or advisable in order to carry out, give effect to and comply with the terms and intent of this resolution and the financing transaction approved hereby.

4. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the Board of Supervisors of the County of Riverside this 24th day of November, 2009.

FORM APPROVED COUNTY COUNSEL
BY: PAMELA J. WALLS DATE

PJW:cm
11/04/09
G:\Contracts\Camaxwell\Resolution 2009-325.Woodcrest Christian School

SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

801B

FROM: General Manager-Chief Engineer

SUBMITTAL DATE: November 10, 2009

SUBJECT: Approve for Advertising
Palm Canyon Wash Levee Rehabilitation & Channel Restoration
Project No. 6-0-00040

RECOMMENDED MOTION:

The Board approve the attached plans and specifications for the above referenced project and authorize the Clerk of the Board to advertise the project for construction contract bids.

BACKGROUND:

The contract documents have been approved as to form by County Counsel. A brief project description and location map are attached.

mcv
P8\123977

WARREN D. WILLIAMS
General Manager-Chief Engineer

FORM APPROVED COUNTY COUNSEL R/C
BY: NEAL R. KIPNIS DATE 22 Oct 2009

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

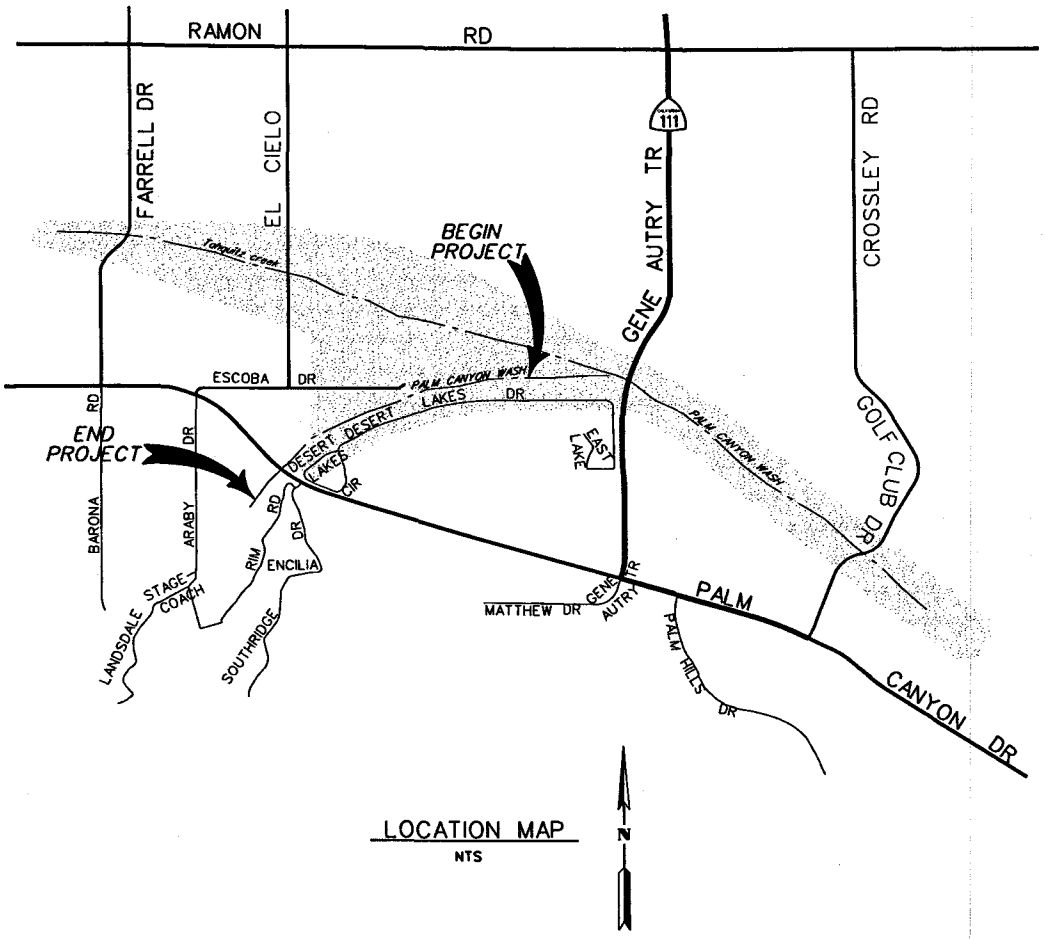
County Executive Office Signature

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

Prev. Agn. Ref.: | **District:** 4th | **Agenda Number:** 11.1

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

PALM CANYON WASH LEVEE REHABILITATION & CHANNEL RESTORATION 6-0-00040



The Palm Canyon Wash Levee Rehabilitation & Channel Restoration project involves the rehabilitation of existing left and right bank levees to meet current FEMA levee freeboard criteria and removal of excess material from Palm Canyon Wash Channel to restore the channel flowline to the original design flowline. The project location is the existing Palm Canyon Wash within the City of Palm Springs from 400 feet downstream of Gene Autry Trail to approximately 1000 feet upstream of East Palm Canyon Drive. The project consists of approximately 7,100 linear feet of soil cement and 3,600 linear feet of reinforced cast in place concrete floodwall. Floodwalls vary in height from 1.83 to 6 feet tall.

NOTICE TO CONTRACTORS

Riverside County Flood Control and Water Conservation District hereinafter called "District", invites sealed proposals for construction of:

Palm Canyon Wash Levee Rehabilitation & Channel Restoration

Project No. 6-0-00040

located in the city of Palm Springs

Riverside County, California

Specifications and Contract Documents may be examined at the District's office at 1995 Market Street, Riverside, California, and may be obtained upon payment to District of **$60.00** per set, received at the District's office and **$65.00** per set if mailed. The Specifications and Contract Documents are also offered on CD-ROM for $10.00 received at the District's office and $15.00 if mailed. No refund.

Each proposal must be accompanied by a certified or cashier's check or bid bond equal to ten percent (10%) of the amount bid, payable to the Riverside County Flood Control and Water Conservation District as a guarantee that the Contractor will, if awarded the contract, execute a satisfactory contract and furnish the required bonds and proof of insurance.

Proposals must be in accordance with the instructions and filed with District by **11:00 a.m. on Thursday, December 10, 2009** at the District office at the above address which time and place are fixed for the public opening of bids.

General prevailing rate per diem wages and general prevailing rate of per diem wages for holiday and overtime work, including employer payments for health and welfare, pension, vacation, apprentices and similar purposes for each craft, classification or type of workman needed for execution of contracts under the jurisdiction of District have been obtained by the Board of Supervisors of the District from the

Director of Industrial Relations of the State of California for the area where the work is to be done. The said determinations are on file in the principal office of the District, and will be made available to any interested person upon request.

Contractors submitting proposals for this project shall have an "A" Contractors license from the State of California in order to be considered eligible for the contract award.

Dated: November 10, 2009

RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT

KECIA HARPER-IHEM
Clerk of the Board

BY_____
Deputy

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

FROM: Supervisor Bob Buster **SUBMITTAL DATE:** November 18, 2009

SUBJECT: COMMITTEES, COMMISSIONS AND BOARDS ACTION

RECOMMENDED MOTION: The Board of Supervisors reappoint member to:

Committee, Commission, or Board: Flood Control and Water Conservation District Commission

Type of Nomination: 1st District Zone #3

Member:

Name: **Chris Hyland**
Address: **15191 Wavecrest Drive**
Lake Elsinore, CA 92530

Telephone: **951-678-4049**

Email: chrishyland@ca.rr.com

Term of Appointment: November 01, 2008 to October 31, 2011. Full underlying term is three years.

BACKGROUND/APPOINTEE INFORMATION:

Supervisor Buster recommends the reappointment of Chris Hyland to the Flood Control and Water Conservation District Commission.

Bob Buster
Bob Buster, Supervisor
1st District

Prev.Agn.ref.
FORM11-ccb

District 1

AGENDA NO.
11.2

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

FROM: Supervisor Bob Buster **SUBMITTAL DATE:** November 18, 2009

SUBJECT: COMMITTEES, COMMISSIONS AND BOARDS ACTION

RECOMMENDED MOTION: The Board of Supervisors reappoint member to:

Committee, Commission, or Board: Flood Control and Water Conservation District Commission

Type of Nomination: 1st District Zone #1

Member:

Name: **Jeffrey Smith**
Address: **2283 Drummond Drive**
Riverside, CA 92506

Telephone: **951-788-8500**

Email: jeffrey.smith@hubinternational.com

Term of Appointment: November 01, 2008 to October 31, 2011. Full underlying term is three years.

BACKGROUND/APPOINTEE INFORMATION:

Supervisor Buster recommends the reappointment of Jeffrey Smith to the Flood Control and Water Conservation District Commission.

Bob Buster

Bob Buster, Supervisor
1st District

[illegible]3

Prev.Agn.ref.
FORM11-ccb

District 1

AGENDA NO.
11.3

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

FROM: Supervisor Tavaglione **SUBMITTAL DATE:** November 24, 2009

SUBJECT: COMMITTEES, COMMISSIONS AND BOARDS ACTION

Committee, Commission, or Board: **Flood Control & Water Conservation District Commission**

RECOMMENDED MOTION:
- ☐ The Board of Supervisors appoint member to:
- ☒ The Board of Supervisors reappoint member to:
- ☐ The Board of Supervisors removes member from office, declares vacancy and directs the Clerk of the Board to post vacancy per Maddy Act, for:
- ☐ The Board of Supervisors

Type of Nomination: ☒ District No. 2 ☐ At Large

Member:
Name: Chuck Krieger
Address: 3602 University Avenue
Riverside, CA 92501
Telephone: 951-684-6900

Replaces:

Date Posted or Expired: 10/31/09

Term of Appointment: (or previous appointment)
☒ Full Term ending 10/31/2012
☐ Unexpired Term ending

Full underlying term is 3 years.

BACKGROUND/APPOINTEE INFORMATION:

Supervisor Tavaglione

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

11.4

ORM11-ccb
ORM11-ccb

Rev. 12/99)

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

FROM: Supervisor Tavaglione **SUBMITTAL DATE:** November 24, 2009

SUBJECT: **COMMITTEES, COMMISSIONS AND BOARDS ACTION**

Committee, Commission, or Board: **Flood Control & Water Conservation District Commission**

RECOMMENDED MOTION:
- ☐ The Board of Supervisors appoint member to:
- ☒ The Board of Supervisors reappoint member to:
- ☐ The Board of Supervisors removes member from office, declares vacancy and directs the Clerk of the Board to post vacancy per Maddy Act, for:
- ☐ The Board of Supervisors

Type of Nomination: ☒ District No. 2 ☐ At Large

Member:
Name: Richard MacGregor
Address: 3541 Pedley Avenue
Norco, CA 92860
Telephone: 951-735-2860

Replaces:

Date Posted or Expired: 10/31/09

Term of Appointment: ☒ Full Term ending 10/31/2012
(or previous appointment)

☐ Unexpired Term ending

Full underlying term is 3 years.

BACKGROUND/APPOINTEE INFORMATION:

Supervisor Tavaglione

Prev.Agn.ref. **Dist.** **AGENDA NO.** 11.5

ORM11-ccb
ORM11-ccb
Rev. 12/99)

715

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

FROM: Waste Management Department

SUBMITTAL DATE: October 20, 2009

SUBJECT: Lakeview Disposal Site Clean Closure Agreement

RECOMMENDED MOTION: That the Board of Supervisors approve the "Lakeview Site Clean Closure Agreement" between Nuevo Development Company, LLC and the County of Riverside, and authorize the Chairman to execute it on behalf of the Board.

BACKGROUND: The Lakeview Disposal Site is a closed burn site that was operated by the County and accepted waste from 1951 to 1971. The site is currently owned and maintained by the Riverside County Waste Management Department (Department) and has been declared surplus property under Board Resolution No. 2008-355. As part of this agreement, Nuevo Development Company, LLC (NUEVO) will fund and implement a site Clean Closure project to remove, transport and properly dispose of the estimated 40,000 cubic yards of waste that are in place at the approximately seven (7) acre site. In exchange for completing the Clean Closure project, NUEVO will receive an option to purchase the site from the County at a cost based on the positive difference between funds expended by NUEVO to complete the project and the appraised value of the site in a clean closed condition. Results from a property appraisal performed in July 2009 indicate that the site has an "as is" negative market value of $2.7 million. (Continued)

Hans W. Kernkamp, General Manager-Chief Engineer

FORM APPROVED COUNTY COUNSEL
BY: Synthia M Gunzel 10-21-09
SYNTHIA M. GUNZEL 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:	N/A
	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.: ☒ Policy ☐ Consent
Per Exec. Ofc.: ☒ Policy ☐ Consent

Prev. Agn. Ref.: 7/29/08 (12.3 and 12.6)

District: 5

Agenda Number: 12.1

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

Form 11 (Rev 06/2003)

If NUEVO decides to exercise the option to purchase the site, conveyance of the surplus property will be executed by the Director of Facilities Management in accordance with Ordinance No. 598.

On July 29, 2008, the Board approved the Clean Closure project and adopted the Mitigated Negative Declaration for Environmental Assessment (EA) No . 41223. In addition, the Department has determined that this agreement is exempt under California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines sections 15061, subdivision (b)(3), and 15262. The Department shall file a Notice of Exemption within 72 hours of County approval of this agreement.

The Department recommends that the Board of Supervisors approve the "Lakeview Disposal Site Clean Closure" agreement as a no-cost option to the County to clean close the site and assist the unincorporated community of Lakeview.

PD#81367/v2

LAKEVIEW SITE

CLEAN CLOSURE AGREEMENT

This **Clean Closure Agreement** (hereinafter called "**AGREEMENT**") for the former Lakeview Disposal Site ("**SITE**") in the unincorporated area of Lakeview, Riverside County, California is made and entered into on this ___ day of _____, 2009 by and between the **County of Riverside**, a political subdivision of the State of California (hereinafter called "**COUNTY**") and Nuevo Development Company, LLC, a Delaware limited liability company (hereinafter called "**NUEVO**"). **COUNTY** and **NUEVO** are sometimes hereinafter referred to individually as "**PARTY**" or collectively as the "**PARTIES**."

RECITALS

A. WHEREAS, **COUNTY** has the authority to enter into **AGREEMENT** with **NUEVO** pursuant to the powers granted to it under the California Constitution and Government Code; and

B. WHEREAS, the real property, an approximately 7.1 acre triangular-shaped parcel, located on the southwest corner of Marvin Road and Davis Road in the unincorporated area of Lakeview, Riverside County, California is owned by **COUNTY** and was formerly operated by **COUNTY** as a disposal site (the "**SITE**") as depicted on **Exhibit A** attached hereto, and by reference, made a part hereof; and

C. WHEREAS, the **SITE** includes an approximate 6 acre area (the "**LAKEVIEW BURN AREA**") which is also depicted on **Exhibit A**; and

C. WHEREAS, **NUEVO** owns certain real property adjacent to the **SITE** (the "**NUEVO PROPERTY**"), which **NUEVO** proposes to develop with single-family homes; and

D. WHEREAS, **NUEVO** is willing, subject to the terms and conditions of **AGREEMENT**, to fund Clean Closure of the **SITE**; and

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the **PARTIES** do hereby agree as follows:

AGREEMENT

1. **Recitals**. The **PARTIES** agree that the recitals above are true and correct, which recitals are incorporated into this **AGREEMENT** as if fully set forth herein.

2. **Environmental Conditions.** For purposes of **AGREEMENT**, and based on the data available as of the date of **AGREEMENT**, including but not limited to the public records and soil sample testing performed at the **SITE** as set forth in **Exhibit B**, which is attached hereto and by reference made a part hereof, the **PARTIES** agree that surface and subsurface soils on the **SITE** have been impacted by historic waste burning operations. This material measures approximately forty thousand (40,000) cubic yards and covers approximately six (6) acres of the **SITE**, with the thickness of the cross section ranging from approximately one (1) foot at its edge to about ten (10) feet in the middle (the "**REMOVAL LAYER**"). Sampling was conducted at the **SITE**, within the **REMOVAL LAYER,** and in native soil immediately underlying the **REMOVAL LAYER**. The compounds of concern detected in the **REMOVAL LAYER** primarily consisted of metals, including lead. The native soil samples immediately below and at the edges of the **REMOVAL LAYER** had concentrations of metals and other constituents that were consistent with background levels.

3. **Remedial Work Plan.** The **PARTIES** agree that the **LAKEVIEW BURN AREA** should be clean closed in accordance with California Code of Regulations (CCR) Title 27, Sections 21090 (f) and 21810 in order to remediate soil conditions at the **SITE** pursuant to the **AGREEMENT** and that **NUEVO** shall submit a **Remedial Work Plan** ("**WORK PLAN**"), signed by a registered engineer(s) or certified engineering geologist(s), that will, at a minimum, address excavation, removal, loading, and transportation of the **REMOVAL LAYER** to an authorized disposal facility; confirmatory environmental sampling and testing, including but not limited to air and water testing as required by appropriate regulatory agencies; quality assurance and control; final grading; a monitoring and reporting plan; storm water pollution prevention plan; haul route and traffic plan; and a health and safety plan for **WORK PLAN** activities. The health and safety plan for **WORK PLAN** activities shall, at a minimum, address construction methods and procedures, job specific hazard analysis, worker protection measures and provide

an environmental monitoring and testing plan prepared by an appropriately credentialed environmental professional or industrial hygienists. The **PARTIES** agree that any and all off-site disposal of contaminated soils shall mean that the contaminated soils will be transported by a licensed hazardous waste hauler to a facility authorized and permitted to receive materials deemed as hazardous waste under State of California law, with **COUNTY** listed as the waste generator on the waste manifest. During the project, **NUEVO**, its officers, employees, contractors, subcontractors, consultants, agents or representatives (**NUEVO PARTIES**) shall submit copies of waste manifests on a weekly basis and no later than ten (10) days after manifests have been received by permitted hazardous waste facility. The **WORK PLAN** may include value-engineering components that allow for non-hazardous waste to be diverted or disposed at facilities authorized to receive these materials and/or allow for otherwise hazardous materials to be rendered non-hazardous (such as through use of a pug mill or similar device), upon approval of supporting sampling data and clearance by the **Santa Ana Regional Water Quality Control Board** ("**SARWQCB**"), or other regulatory agencies with jurisdiction to do so.

4. **Required Actions to Implement WORK PLAN.** The **PARTIES** agree that the following actions are required prior to implementation of the **WORK PLAN**:

a. Approval of the **WORK PLAN**, and any modifications thereto, by **County Waste Management Department** ("**WMD**"), **County Department of Environmental Health, Solid Waste Enforcement Agency** ("**LEA**"), and **SARWQCB**; and

i. **South Coast Air Quality Management District** ("**SCAQMD**") Rule 1150 Excavation Permit and Management Plan and Rule 403 Fugitive Dust Plan; and

ii. **SARWQCB** Report of Waste Discharge to assure appropriate storm water management at construction sites pursuant to State Water Resources Control Board General Order 97-10-DWQ; and

iii. National Pollutant Discharge Elimination System Permit required for protection of surface water quality from storm water discharge at the **SITE** during clean closure activities; and

b. **WMD** approval of final grading and drainage plans to ensure that the **SITE** is restored to a final condition that does not present an environmental hazard, a public nuisance, or a threat to public health; and

c. Approval by **WMD** and **LEA** of a detailed schedule of operation, including hours and days of operation, to be coordinated between all **PARTIES** involved in clean-up activities; and

d. Written notification and transmittal of approved **WORK PLAN** to **California Integrated Waste Management Board** ("**CIWMB**") and **LEA** at least ten (10) days prior to implementation of approved **WORK PLAN**; and,

e. Approval by **WMD** of a detailed clean closure cost estimate, including but not limited to construction, transportation, hazardous waste disposal, final grading, final drainage installation, construction management, quality assurance/quality control oversight, environmental testing, and final reporting for regulatory approval.

f. Development of a plan for the complete implementation of the Mitigation Monitoring Program as set forth in **Exhibit C**, which is attached hereto and by this reference made a part hereof.

WMD shall review application packages to **SCAQMD** and **SARWQCB** for designated permits and approvals (the "**REQUIRED PERMITS**") and shall assist **NUEVO** and its contractor(s) in applying for and obtaining the **REQUIRED PERMITS** as needed. **COUNTY** is and shall be identified as the owner of the **SITE**, the operator of the former **LAKEVIEW BURN AREA**, and the generator of the **REMOVAL LAYER** on any and all documentation for the **REQUIRED PERMITS** and **WORK PLAN**.

5. **Implementation of WORK PLAN.** Following receipt of the **REQUIRED PERMITS** and satisfaction of conditions 4.a. through 4.f. above, the **WORK PLAN** shall be implemented

by authorized, licensed and insured contractor(s) working for **NUEVO** in accordance with an approved Health and Safety Plan to ensure the safety of all employees and the public, an approved schedule of operation, and **REQUIRED PERMITS.** **WMD** and **LEA** shall review and approve the scope of work of such contractor(s), including without limitation the location of the disposal facility or facilities. **NUEVO** shall cause the approved contractor(s) to implement the **WORK PLAN**, and in the event of any dispute between **NUEVO** and the contractor(s), **NUEVO** shall arrange for an alternate contractor, approved by the **WMD**, to implement the **WORK PLAN**. Once a contractor has commenced excavation of the **REMOVAL LAYER**, **NUEVO** is and shall remain obligated under this **AGREEMENT** to cause approved contractor(s) to complete implementation of the **WORK PLAN**.

6. **Status Reports.** During the course of implementing the **WORK PLAN**, including but not limited to obtaining **REQUIRED PERMITS** and other permits, approvals, and certifications from any applicable regulatory agency prior to and after completion of the **WORK PLAN**, **NUEVO** shall provide periodic notifications to the following agencies ("**NOTIFYING AGENCIES**"), as specified in the **WORK PLAN**: (1) **WMD**; (2) **SARWQCB**; (3) **LEA**; and, (4) **SCAQMD**. At a minimum, Status Reports shall be provided on a quarterly basis. In addition, **NUEVO** and/or its contractor(s) shall submit a Final Remediation and Certification Report, signed by a registered engineer(s) or certified engineering geologist(s), to **WMD, LEA, CIWMB,** and **SARWQCB** for review and approval that clean-up has been completed in accordance with approved **WORK PLAN**.

7. **SITE Access.** The **PARTIES** agree that **NUEVO** and its authorized contractor(s) and subcontractors shall have the right to access **SITE** as necessary to complete all actions contemplated under the **WORK PLAN,** provided appropriate insurance is maintained, as required by the **AGREEMENT**.

a. **COUNTY** hereby grants to **NUEVO**, its agents, employees, and contractor(s) the temporary right to enter onto the **SITE** for the purpose of implementing the **WORK PLAN**. This right of entry shall commence upon approval of the

WORK PLAN and terminate five (5) years after the **EFFECTIVE DATE** of this **AGREEMENT**.

b. **NUEVO** shall not permit to be placed against the **SITE**, or any part thereof, any liens, including but not limited to, design professionals, mechanics, materialmens, contractors or subcontractors, with regard to the activities undertaken pursuant to this **AGREEMENT**. **NUEVO** agrees to hold **COUNTY** harmless for any loss or expense, including reasonable attorneys' fees, arising from any such liens which might be filed against the **SITE**.

8. **Default.** Without limitation, the occurrence of any of the following shall constitute a default by **NUEVO** under this agreement:

a. Failure by **NUEVO** to properly and fully implement the approved **WORK PLAN** as required under Section 5 within five (5) years of the **EFFECTIVE DATE** of this **AGREEMENT**.

b. Failure by **NUEVO** to provide Status Reports, or submit the Final Remediation and Certification Report as required under Section 6.

c. Failure by **NUEVO** to maintain the **SITE** as required by this **AGREEMENT** or perform any other covenant or provision of this **AGREEMENT**, if the failure to perform is not cured within thirty (30) days after written notice. If the failure to perform cannot reasonably be cured within thirty (30) days, **NUEVO** shall not be in default of this **AGREEMENT** if **NUEVO** cures the failure to perform within the thirty (30) day period and thereafter diligently and in good faith prosecutes the cure to completion, and such default is cured within a total of ninety (90) days from the date of the notice.

d. The subjection of any right or interest in and to the **SITE** to attachment, execution, or other levy, or to seizure under legal process, if not released within forty-five (45) days after notice from **COUNTY** to **NUEVO**.

e. An assignment by **NUEVO** for the benefit of creditors or the filing of a voluntary or involuntary petition by or against **NUEVO** under any law for the purpose of

adjudicating **NUEVO** bankrupt, or for extending time for payment, adjustment, or satisfaction of **NUEVO's** liabilities hereunder, or for reorganization, dissolution, or arrangement on account of or to prevent bankruptcy or insolvency; unless the assignment or proceeding, and all consequent orders, adjudications, custodies, and supervisions are dismissed, vacated, or otherwise permanently stayed or terminated within forty-five (45) days after the assignment, filing, or other initial event.

f. The appointment of a receiver, unless such receivership is terminated within forty-five (45) days after the appointment of the receiver, to take possession of **NUEVO's** interest in the **SITE** or of **NUEVO's** operations on the **SITE** for any reason, including but not limited to, assignment for benefit of creditors or voluntary or involuntary bankruptcy proceedings.

9. **Remedies to Default.** If **NUEVO** shall be in default as stated in Section 8 herein above, then **COUNTY** shall have the following remedy in addition to any and all other rights and remedies provided by law or equity: **COUNTY** may terminate this **AGREEMENT**. In such event, **NUEVO** shall fully cooperate with **COUNTY**, including but not limited to immediately remove from the **SITE** all equipment and other personal property related to **NUEVO's** work under the **AGREEMENT**, and shall fully cooperate in supporting the transfer of any and all permits related to the **AGREEMENT** to **COUNTY** or a third party as requested by **COUNTY**. **NUEVO** shall also assign any and all of its rights and claims against the **NUEVO** to **COUNTY**, and shall fully cooperate with the **COUNTY** in any **COUNTY** claim against **NUEVO** for any **NUEVO** default under Section 8 of this **AGREEMENT**.

10. **Dispute Resolution.** In the event **COUNTY** believes there has arisen any problem with **NUEVO's** performance or obligations under this **AGREEMENT**, **COUNTY** may request an immediate meeting with **NUEVO's** project management to discuss the problem. **NUEVO's** management shall meet with **COUNTY** no later than ten (10) working days following receipt of **COUNTY's** written request for such a meeting. No later than five (5) working days after the meeting, **NUEVO** will provide **COUNTY** with a written response which addresses the issues

raised at the meeting and **NUEVO's** plan to resolve the problem. If the problem persists, **NUEVO's** management shall further meet with **COUNTY** no later than ten (10) working days following receipt of **COUNTY's** written request for additional meetings. If **COUNTY** believes that **NUEVO** management or executives above the project management are required to attend the meeting to sufficiently address the problem, then **NUEVO** will have such management or executives attend the meeting upon fifteen (15) working days written notice from **COUNTY**. Nothing in this **AGREEMENT** shall preclude the parties from agreeing, on a voluntary and informal basis, to meet-and-confer to address any issue that may arise.

11. **Insurance.** Without limiting or diminishing the **NUEVO'S** obligation to indemnify or hold the **COUNTY** harmless as provided in Section 12. of this **AGREEMENT**, **NUEVO** shall procure and maintain or cause to be procured and maintained by its contractors ("**NUEVO-CONTRACTOR**"), at no cost and expense to the **COUNTY**, the following insurance coverage:

a. Workers' Compensation: If the **NUEVO-CONTRACTOR** has employees as defined by the State of California, who will enter upon the **SITE** for the purposes of undertaking actions required to implement this **AGREEMENT**, then **NUEVO-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. Such insurance shall be obtained prior to such employees entering upon the **SITE** for the purpose of undertaking action required to the implementation of this **AGREEMENT** and shall be maintained so long as such employees need to enter upon the **SITE** for the purposes of undertaking actions required to implement the **AGREEMENT**.

b. Commercial General Liability: Before commencement of actions relating to the implementation of this **AGREEMENT**, Commercial General Liability insurance

coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, and personal and advertising injury, covering claims which may arise from or out of **NUEVO-CONTRACTOR'S** performance of its obligations hereunder. Policy shall name the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds. 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.

c. Vehicle Liability: If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then **NUEVO-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 the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

d. Professional Liability. **NUEVO-CONTRACTOR** shall require any environmental consultant that provides professional services involving the exercise of professional judgment (i.e., confirmation sampling, Site closure report preparation) to 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 **NUEVO- CONTRACTOR'S** Professional Liability Insurance is written on a claims made basis 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 **NUEVO-CONTRACTOR** 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 Consultant 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.

e. Pollution Liability Insurance. **NUEVO-CONTRACTOR** shall maintain site-specific and transit Pollution Liability Insurance, covering both sudden and gradual pollution, with limits of not less than $1,000,000 each pollution condition and $1,000,000 aggregate covering third party claims for bodily injury, property damage and first and third party cleanup expense, for pollution conditions occurring or discovered on-site or as a result of transit whether in the soil, water or air, which arise out of or are related to **NUEVO-CONTRACTOR'S** performance under this agreement. The policy shall name COUNTY as additional insured, and shall not contain an "insured v. insured" exclusion. The policy shall not contain a deductible or self-insured retention higher than $25,000. Coverage provided under this section shall continue for at least five (5) years or to the extent it is commercially reasonably available, whichever is longer.

f. General Insurance Provisions - All lines:

i. Any insurance carrier providing insurance coverage hereunder shall be admitted to or approved to do business in 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.

ii. The **NUEVO-CONTRACTOR'S** insurance carrier(s) 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, **NUEVO-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.

iii. **NUEVO** shall cause **NUEVO-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, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that 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. **NUEVO-CONTRACTOR** *shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original 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.

iv. It is understood and agreed to by the parties hereto that the **NUEVO-CONTRACTOR'S** insurance 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.

v. If, during the term of this **AGREEMENT** or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or, the term of this **AGREEMENT**, including any extensions thereof, exceeds five (5) years 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 **NUEVO-CONTRACTOR** has become inadequate.

vi. If for any reason **NUEVO** fails to perform any obligations or requirements specified in this section, **COUNTY** shall have the right, but not the obligation, to cure such breach of obligation or failure of requirement and to charge to the account of or recover from **NUEVO** any and all expenses to affect such cure.

vii. **NUEVO** shall pass down the insurance obligations contained herein to all tiers of contractors or subcontractors working under this **AGREEMENT**.

viii. The insurance requirements contained in this **AGREEMENT** may be met with a program(s) of self-insurance acceptable to the **COUNTY**.

ix. **NUEVO** agrees to notify **COUNTY** of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this **AGREEMENT**.

x. Certificates of insurance satisfactory to **WMD** evidencing the maintenance of such insurance coverage shall be required prior to the start of services under this **AGREEMENT**. **WMD** shall be given notice, in writing, at least thirty (30) days in advance of cancellation, modification or reduction in coverage. All insurance shall be with companies admitted to issue such coverage in the State of California.

12. **Indemnity.** While **COUNTY** is owner of the **SITE**, the **COUNTY** is and shall at all times remain fully liable for the environmental conditions existing at the **SITE**, and is and shall at all times remain fully liable as the Generator of the waste materials on and removed from the **SITE** except in the event that the actions or conduct of **NUEVO**, its officers, employees, contractors, subcontractors, consultants, agents or representatives (individually and collectively hereinafter referred to as "**NUEVO PARTIES**") adversely affect the current condition of the **SITE**. **NUEVO** 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 (individually and collectively hereinafter referred to as "**INDEMNIFIED PARTIES**") from any liability whatsoever, based or asserted upon any services or actions of **NUEVO PARTIES,** except liability based on the **COUNTY'S** past conduct, arising out of or in any way relating to this **AGREEMENT**, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of **NUEVO PARTIES** under this **AGREEMENT**. **NUEVO** shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the **INDEMNIFIED PARTIES** in any claim or action based upon such alleged acts or omissions.

a. With respect to any action or claim subject to indemnification herein by **NUEVO**, **NUEVO** 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 **NUEVO**'s indemnification to **INDEMNIFIED PARTIES** as set forth herein.

b. **NUEVO'S** obligation hereunder shall be satisfied when **NUEVO** has provided to **COUNTY** the appropriate form of dismissal relieving **COUNTY** from any liability for the action or claim involved.

c. The specified insurance limits required in this **AGREEMENT** shall in no way limit or circumscribe **NUEVO'S** obligations to indemnify and hold harmless the **INDEMNIFIED PARTIES** herein from third party claims.

d. **NUEVO** shall at all times indemnify and save harmless **COUNTY** against and pay in full all losses, damages, claims, actions, or expenses that **COUNTY** may sustain, incur or become liable for, relating to **NUEVO'S** negligent or intentional failure to implement the **WORK PLAN** in compliance with this **AGREEMENT** or any of the required permits. **NUEVO'S** indemnification and other obligations under this section shall cease upon 1) approval of the Final Remediation and Certification Report by **WMD, LEA, SARWQCB,** and **CIWMB** and 2) obtaining a Release from Post-Closure Maintenance from the **LEA, SARWQCB,** and **CIWMB** in accordance with CCR Title 27, Section 21900.

13. **Prevailing Wage.** **NUEVO** shall require their contractor(s) implementing the **WORK PLAN** pursuant to this Agreement to pay prevailing wages to the extent required and in accordance with California Labor Code and other applicable laws and regulations.

14. **Bonding.** In order to assure completion of the matters contemplated under the **WORK PLAN, NUEVO** shall provide or cause to be provided a performance and payment bond (the "**BONDS**") equal to one hundred percent (100%) of the cost estimated by such contractor to

complete the **WORK PLAN** and equal to one hundred percent (100%) of the cost estimated by such contractor to compensate subcontractors and supplies associated with the **WORK PLAN**. Such **BONDS** will name **COUNTY** as the beneficiary and may be reduced as work under the **WORK PLAN** is completed. **BONDS** will be released by **COUNTY** upon 1) approval of the Final Remediation and Certification Report by **WMD, LEA, SARWQCB,** and **CIWMB** and 2) obtaining a Release from Post-Closure Maintenance from the **LEA, SARWQCB**, and **CIWMB** in accordance with CCR Title 27, Section 21900. The **BONDS** shall be issued by a surety licensed and admitted in the State of California.

15. **Cost Allocation.** In consideration for the option on the **SITE** granted to **NUEVO** under Section 16 herein, **NUEVO** agrees that it shall bear all direct costs of preparation and implementation of the **WORK PLAN**, specifically including contractor expenses, **BONDS** fees, transportation expenses, disposal permit fees, and similar matters.

16. **Option.** In exchange for agreeing to implement the **WORK PLAN**, **NUEVO** shall receive an option to purchase the **SITE** at a cost set according to the following formula: the positive difference between (1) the total funds expended by **NUEVO** to complete and fully implement the **WORK PLAN** and (2) the appraised value of the **SITE**, if improved with a **PERMITTED USE**, as defined under Section 17 herein. If the total funds expended by **NUEVO** to complete and fully implement the **WORK PLAN** are greater than the appraised value of the **SITE**, if improved with a **PERMITTED USE,** then **NUEVO** shall not be required to provide additional compensation for the option. The option may be exercised (a) after completion and full implementation of the **WORK PLAN** and filing and approval of the Final Remediation and Certification Report and (b) for a period of up to one (1) year after **NUEVO** receives all necessary discretionary approvals for development of the **NUEVO PROPERTY** **("OPTION PERIOD")**.

17. **Exercise of the Option.** The **PARTIES** acknowledge that following clean closure of the **LAKEVIEW BURN AREA**, the **SITE** shall be retained as open space in perpetuity, as that term is used in the Riverside County General Plan (the "**PERMITTED USE**"), including but not limited to development and use of natural and artificial bodies of water as drainage corridors. If

NUEVO exercises its option, then the real property transfer documents shall include the **PERMITTED USE** requirement and shall apply to all future owners, including **NUEVO**, of the **SITE**. The **PARTIES** agree that the **SITE** will not be developed with a **PERMITTED USE** until **NUEVO** or its assigns receive appropriate zoning and other regulatory authorizations from **COUNTY** and/or other agencies with jurisdiction over the **PERMITTED USE**, in conformance with applicable laws, including, but not limited to, the California Environmental Quality Act (California Public Resources Code §21000 *et seq.*). If **COUNTY** retains ownership of the **SITE**, the **PARTIES** acknowledge that **COUNTY** will control its use. In the event that **NUEVO** chooses not to exercise its option to purchase and the **OPTION PERIOD** has expired, this **AGREEMENT** shall be fully executed and the **PARTIES** shall not have any further obligations under this **AGREEMENT** except as provided herein.

18. **Assignment.** This **AGREEMENT** may not be assigned by **NUEVO** or **COUNTY** without the written consent of the other **PARTY**. This **AGREEMENT** shall be binding upon and inure to the benefit of the **PARTIES** and their respective successors and assigns.

19. **Related Agreements.** Each **PARTY** agrees to cooperate in order to obtain any and all related and necessary agreements in connection with the remedial measures contemplated in this **AGREEMENT**.

20. **Notices to the PARTIES.** Any notice or other communication required or permitted to be given under this **AGREEMENT** to the **PARTIES** shall be in writing, and may be served by personal delivery, by sending the notice by overnight courier service, addressed to the **PARTY** to be notified, or by depositing the notice in the United States mail, addressed to the **PARTY** to be notified, postage prepaid, and registered or certified with a return receipt requested. Any notice or other communication served in the manner hereinabove described shall be deemed to have been given and received upon the date of delivery to the addressee or refusal by the addressee to accept delivery. Alternatively, any notice or other communication required or permitted to be given to the **PARTIES** under this **AGREEMENT** may be served by facsimile and, in such event, shall be deemed to have been given and received upon the date of delivery to the addressee by facsimile provided that a copy of any such notice or communication is also sent

by overnight courier service, addressed to the **PARTY** to be so notified. For purposes of notice to the **PARTIES**, the contact persons, addresses, and phone and facsimile numbers of the **PARTIES** shall be as follows:

NUEVO:
Nuevo Development Company, LLC
1156 North Mountain Avenue
Upland, CA 91786
Attention: Andy Petitjean
Telephone: (909) 946-7540
Fax: (909) 331-5525

WMD:
Riverside County Waste Management Department
14310 Frederick Street
Moreno Valley, CA 92553
Attention: Hans Kernkamp
Telephone: (951) 486-3232
Fax: (951) 486-3250

21. **Notices to the Notifying Agencies.** Notices to the **NOTIFYING AGENCIES** pursuant to Section 6 shall be in a form and method reasonable to **NUEVO** and may include notices in writing, by telephone, and/or by facsimile. For purposes of providing notices to the **NOTIFYING AGENCIES**, the addresses, phone numbers, and facsimile numbers of the remaining **NOTIFYING AGENCIES** shall be as follows:

LEA:
Riverside County Department of Environmental Health
4065 County Circle Drive
Riverside, CA 92503
Attention: [John Watkins]
Telephone: (951) 358-5055
Fax: (951) 358-5017

SARWQCB:
Santa Ana Regional Water Quality Control Board
3737 Main St., Suite 500
Riverside, CA 92501
Attention: [Dixie Lass]
Telephone: (951) 782-4130
Fax: (951) 781-6288

SCAQMD:
South Coast Air Quality Management District
21865 Copley Drive
Diamond Bar, CA 91765
Telephone: (909) 396-2000

CIWMB:
California Integrated Waste Management Board
1001 I Street
Sacramento, CA 95814
Attention: Michael Wochnick
Telephone: (916) 341-6318

22. **Entire Agreement.** This **AGREEMENT** supersedes any and all other prior agreements and understandings, either oral or in writing, between the **PARTIES** with respect to the subject matter of this **AGREEMENT**, and no other prior agreement, statement, or promise relating to the subject matter of this **AGREEMENT** which is not contained herein shall be valid and binding. Each **PARTY** acknowledges and agrees that upon execution of this **AGREEMENT** by the **PARTIES** (i) this **AGREEMENT** shall constitute the entire agreement between the **PARTIES** concerning the subject matter of this **AGREEMENT**, (ii) no promises or representations not reflected in this **AGREEMENT** have been made by any **PARTY** in order to induce any other **PARTY** to enter into this **AGREEMENT**, (iii) the **PARTIES** have not relied upon any such promises or representations, and (iv) there are no other prior conditions, promises, representations, understandings or agreements between the **PARTIES** that relate to the subject matter of this **AGREEMENT**.

23. **Governing Law.** This **AGREEMENT** shall be governed by, interpreted, construed, and enforced in accordance with the laws of the State of California without regard to the principles of conflicts of law thereof. **NUEVO** shall comply with all applicable laws and regulations.

24. **Effective Date.** The **AGREEMENT** shall become effective as of the last date that each of the PARTIES has duly executed and delivered this **AGREEMENT** to the other **PARTIES** (the "**EFFECTIVE DATE**"); provided, however, that no failure to do so shall in any way invalidate this **AGREEMENT**. In such event, "**EFFECTIVE DATE**" shall mean the date as of which all **PARTIES** shall have executed this **AGREEMENT** and delivered it to the other **PARTIES**.

25. **Survival.** The rights and obligations created by Sections 11 and 12 will survive the termination or expiration of this **AGREEMENT**.

26. **Interpretation.** The **PARTIES** acknowledge and agree that this **AGREEMENT** is the result of negotiations that they have each been represented by legal counsel in such negotiations, and each **PARTY** and its legal counsel have participated fully in the review and revision of this **AGREEMENT**. The **PARTIES** further acknowledge and agree that the provisions of this **AGREEMENT** shall be construed and enforced in accordance with their fair meaning, and any

rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this **AGREEMENT**. The captions and headings contained herein are for convenience only, and shall not affect the meaning or interpretation of this **AGREEMENT**. Nothing in this **AGREEMENT** which requires or allows the **COUNTY** or any other entity to review or approve **NUEVO's** work shall in any way relieve **NUEVO** of its obligations under this **AGREEMENT**.

27. **Severability.** The **PARTIES** acknowledge and agree that if any agreement, covenant, provision, term or condition in this **AGREEMENT** is invalid, illegal or incapable of being enforced under any applicable rule or law of the State of California by a court of competent jurisdiction, such agreement, covenant, provision, term or condition shall be ineffective only to the extent of such invalidity, illegality or unenforceability and all other agreements, covenants, provisions, terms and conditions in this **AGREEMENT** shall nevertheless remain in full force and effect; provided that the elimination or invalidity of such agreement, covenant, provision, term or condition does not materially alter the intent of the **AGREEMENT** or the consideration received by any **PARTY**.

28. **Venue.** Any action at law or in equity brought by either of the **PARTIES** related in any way 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 hereto waive all provisions of law providing for a change of venue in such proceedings to any other county. Prior to the filing of any legal action, the **PARTIES** shall be obligated to attend a mediation session with a neutral third party mediator in an attempt to resolve the dispute.

29. **Cooperation Clause.** The **PARTIES** agree to take such actions as may be necessary and otherwise cooperate in order to effectuate the purposes and intent of this **AGREEMENT**.

30. **No Third Party Beneficiaries.** Nothing in this **AGREEMENT**, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this **AGREEMENT** on any person other than the **PARTIES** and their respective successors and assigns, if any, nor shall any agreements, covenants, provisions, terms or conditions in this **AGREEMENT** give any third **PARTIES** any right of subrogation or action against the **PARTIES**.

31. **Authority.** Each person signing this **AGREEMENT** represents that he or she has the authority to do so on behalf of the **PARTY** for whom he or she is signing.

IN WITNESS WHEREOF, the **PARTIES** have caused this **LAKEVIEW SITE CLEAN CLOSURE AGREEMENT** to be executed on the date set forth next to their respective signatures below.

NUEVO DEVELOPMENT COMPANY, LLC, a Delaware limited liability company
By: LEWIS OPERATING CORPORATION, a California Corporation - Its Manager

By: John M Goodman

Name: John M. Goodman

Its: Sr. VP/CEO/CFO

Date: 10-19-09

RECOMMENDED FOR APPROVAL:
RIVERSIDE COUNTY WASTE MANAGEMENT DEPARTMENT

By: _____

Hans W. Kernkamp
General Manager-Chief Engineer

Date: 10/21/09

COUNTY OF RIVERSIDE, A political subdivision of the State of California

By: _____

Jeff Stone, Chairman
Board of Supervisors

Date: _____

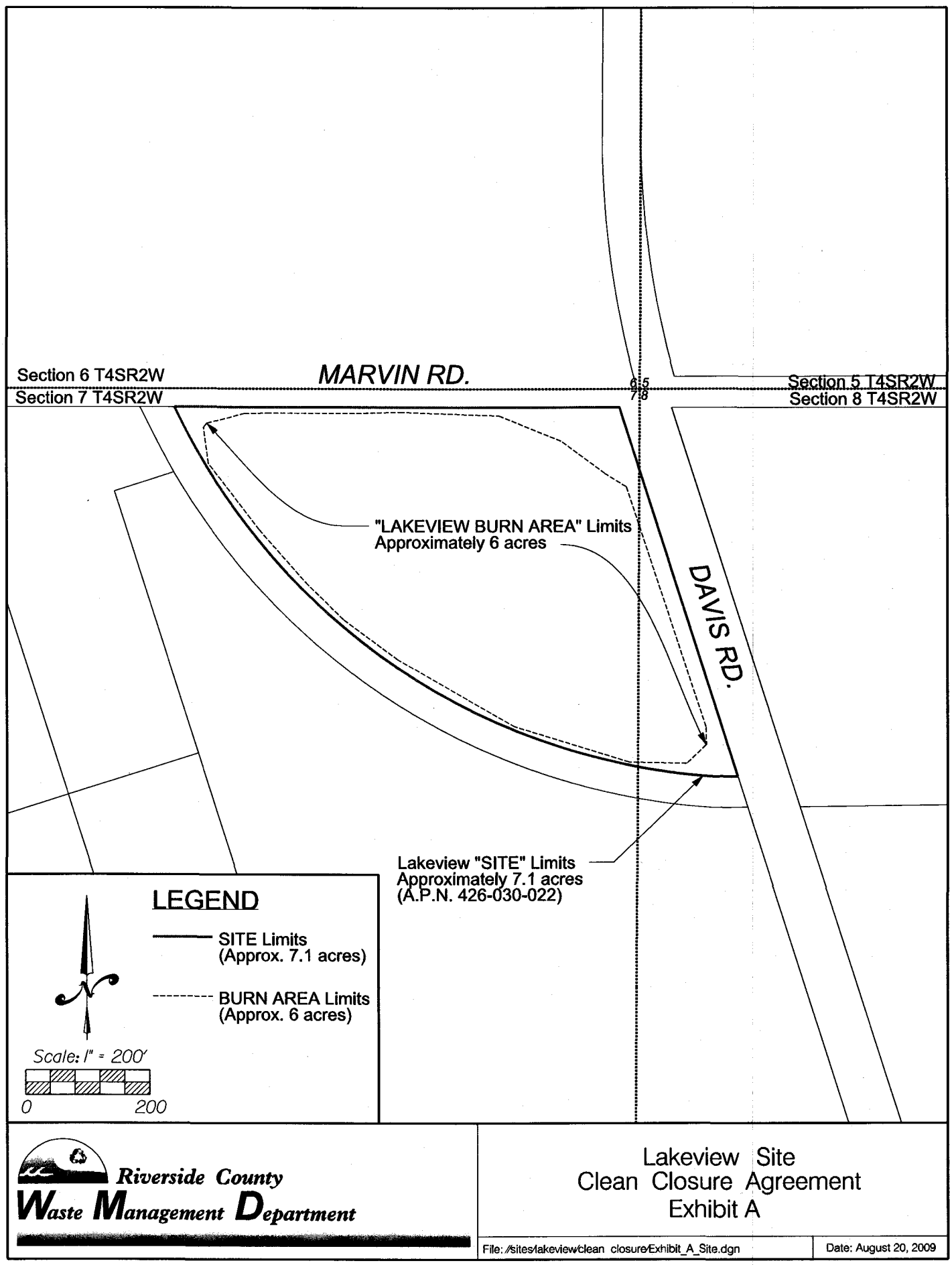
ATTEST:
KECIA HARPER-IHEM
CLERK OF THE BOARD

By: _____
Deputy

FORM APPROVED COUNTY COUNSEL
BY: Synthia M. Gunzel 10-21-09
SYNTHIA M. GUNZEL DATE

PD#80149/v7

Exhibit A



Riverside County
Waste Management Department

Lakeview Site
Clean Closure Agreement
Exhibit A

File: /sites/lakeview/clean closure/Exhibit_A_Site.dgn

Date: August 20, 2009

Exhibit B

The trash samples collected were tested by a State Certified Hazardous Waste Analytical Laboratory according to the following schedule.

TRASH SAMPLES	
ANALYTE	FREQUENCY
CAM Metals*	All Samples
pH	All Samples
Pesticides/PCB's (8081)	One Per Trench (11 Total)
Semi-VOC's (8270L)	One Per Trench (11 Total)
Dioxins/Furans (8280)	One Every Other Trench (5 Total)
TRPH (418.1)	One Per Trench (11 Total)
*All samples with results greater than 10 times the STLC value were analyzed for their STLC, (CA-Wet), TCLP, and DI-Wet Values.	

No samples were taken of the native sandy silt soil underlying the trash layer based on the lack of reported or background concentrations of constituents found in the Initial Draft Waste Characterization.

A copy of the Trench Location Map, which shows the previous trenches and the current trench locations is provided within Appendix A. Cross sections of the site, as obtained from all the trenches placed at the site, are also provided within Appendix A.

LABORATORY ANALYTICAL RESULTS

The laboratory analytical results for all samples collected from the trash layer and native soil during the initial draft and current additional waste characterizations are provided in the following tables.

pH

The pH was conducted only on the most recent samples of the trash taken in trenches 8 through 18. The pH of the samples ranges from a low of 6.6 to a high of 8.5 with an average of 7.7. The pH of the samples is well within the normal range for soil with the majority of the samples slightly alkaline.

TABLE 1 - pH			
SAMPLE ID	SAMPLE DATE	DEPTH (FT)	pH
T-8-3.5	4/1/04	3.5	7.2
T-9-3	4/1/04	3.0	7.3
T-9-6	4/1/04	6.0	7.8
T-9-8	4/1/04	8.0	6.6
T-10-3	4/1/04	3.0	7.4
T-11-4	4/1/04	4.0	7.0
T-11-6	4/1/04	6.0	7.9
T-11-8	4/1/04	8.0	7.7
T-12-2.5	4/1/04	2.5	8.1
T-12-4	4/1/04	4.0	8.0
T-13-1.5	4/1/04	1.5	7.9
T-14-3.5	4/1/04	3.5	7.7
T-15-3	4/1/04	3.0	7.8
T-16-4.5	4/1/04	4.5	7.7
T-17-3.5	4/1/04	3.5	7.9
T-18-3.5	4/1/04	3.5	8.5

Metals

Testing for metals was conducted on native soil and trash samples. The native soil samples obtained immediately below the trash layer had concentrations of metal consistent with background levels. The samples of trash had elevated concentrations of lead in most samples with some elevated levels of copper and zinc. Two samples contained lead and zinc at concentrations above their Total Threshold Limit Concentration (TTLC) values at 1,900 mg/kg, lead in T-13-1.5 and 13,000 mg/kg, zinc in T-11-8. All the other trash samples had concentrations of metals below their TTLC values. Several samples, mostly lead with some cadmium, copper, chromium, and zinc were at levels of 10 times their Soluble Threshold Limit Concentration (STLC). For these samples the STLC, TCLP, and Di-Wet were run on the most recent samples (Trenches 8-18). One sample of the zinc, (T-16-4.5); copper, (T-16-4.5); and cadmium, (T-8-3.5) were above their STLC limit, however, the TCLP and Di-Wet tests were minimal to non-detected. Most of the lead samples were above their STLC limit, but all were below their TCLP limit and non-detected in the Di-Wet test.

LG Holding Company, LLC
August 9, 2004

Project No. 11729.26

TABLE 2 - TITLE 22 METALS
MG/KG (PPM)

SAMPLE ID	DATE	DEPTH (FT)	As	Ba	Be	Cd	Cr	Co	Cu	Pb	Mo	Ni	Vn	Zn
T-1-1	8/21/03	1.0	ND	210	ND	0.61	7.9	9.4	36	**190***	ND	6.3	37	390
T-1-4	8/21/03	4.0	ND	320	ND	ND	12	16	25	3.8	ND	7.4	82	62
T-2-4	8/21/03	4.0	2.5	200	ND	2.5	42	18	240	**810***	ND	64	72	440
T-2-6	8/21/03	6.0	1.1	250	0.60	ND	12	11	13	2.9	ND	6.4	68	81
T-3-2.5	8/21/03	2.5	2.9	130	ND	3.1	26	9.5	130	**150***	ND	40	66	770
T-3-7	8/21/03	7.0	2.5	250	0.60	ND	12	12	18	3.2	ND	7.8	87	75
T-5-4	8/21/03	4.0	4.0	420	ND	6.4	33	10	**300***	**540***	ND	18	31	1,600
T-5-11	8/21/03	11.0	ND	230	ND	ND	11	12	22	3.5	ND	6.3	50	66
T-6-3	8/21/03	3.0	ND	130	ND	0.82	11	7.6	47	**92***	ND	7.3	26	200
T-6-7	8/21/03	7.0	2.2	300	0.53	ND	12	14	27	3.4	ND	8.4	88	68
T-8-3.5	4/1/04	3.5	3.2	430	ND	**12***	20	8.6	72	**190***	ND	12	33	1,600
T-9-3	4/1/04	3.0	5.5	200	ND	1.5	14	9.3	53	**170***	ND	69	32	490
T-9-6	4/1/04	6.0	1.5	130	ND	0.82	10	6.7	110	**58***	ND	5	26	180
T-9-8	4/1/04	8.0	1.8	320	ND	1.8	12	8.1	60	**620***	ND	12	29	760
T-10-3	4/1/04	3.0	3.3	280	ND	1.7	18	8.9	120	**840***	5.2	27	34	860
T-11-4	4/1/04	4.0	20	360	ND	8.7	**58***	24	80	**430***	ND	180	30	1,700
T-11-6	4/1/04	6.0	5.5	91	ND	1.8	4.7	6.2	45	**61***	ND	5	6	**2,700***
T-11-8	4/1/04	8.0	2.6	250	ND	**12***	26	12	**550***	**440***	ND	66	25	**12,000***
T-12-2.5	4/1/04	2.5	3.1	51	ND	ND	10	4.9	9.8	3.5	ND	7	20	30
T-12-4	4/1/04	4.0	2.2	160	ND	1.4	15	6.6	33	**110***	ND	9	30	270
T-13-1.5	4/1/04	1.5	4.1	380	ND	2.8	20	88	77	**1,900***	ND	14	33	2,100

LG Holding Company, LLC
August 9, 2004

Project No. 11729.26

TABLE 2 - TITLE 22 METALS
MG/KG (PPM)

SAMPLE ID	DATE	DEPTH (FT)	As	Ba	Be	Cd	Cr	Co	Cu	Pb	Mo	Ni	Vn	Zn
T-14-3.5	4/1/04	3.5	1.1	170	ND	1	12	10	27	**73***	ND	7.6	36	310
T-15-3	4/1/04	3.0	2.2	190	ND	2	13	7.7	110	**270***	ND	11	27	650
T-16-4.5	4/1/04	4.5	14	540	ND	**15***	47	14	**470***	**890***	ND	44	31	**4,200***
T-17-3.5	4/1/04	3.5	ND	60	ND	ND	6	2.8	13	28	ND	4.6	13	170
T-18-3.5	4/1/04	3.5	ND	400	ND	1.4	11	7.4	43	**220***	ND	8.6	30	2,100
TTLC			500	10,000	75	100	500	8,000	2,500	1,000	3,500	2,000	2,400	5,000
STLC			5	100	0.75	1	5	80	25	5	35	20	24	250
EPA PRG for Industrial Soil			260	67,000	1,900	450	450	1,900	41,000	150	5,100	20,000	7,200	100,000

*Samples with values 10 times greater than STLC were additionally tested for their STLC. Trenches 8-18 were also tested for their TCLP, and Di-Wet Value

TABLE 3 - TABLE OF ADDITIONAL METALS TESTING - STLC, TCLP, AND DI-WET MG/L (PPM)

SAMPLE ID	DATE	DEPTH (FT)	Pb			Cd			Cr			Cu			Zn		
			STLC	TCLP	DI-WET	STLC	TCLP	DI-WET	STLC	TCLP	DI-WET	STLC	TCLP	DI-WET	STLC	TCLP	DI-WET
T-1-1	8/21/03	1.0	**11**	-	-	-	-	-	-	-	-		-	-	-	-	-
T-1-4	8/21/03	4.0	**23**	-	-	-	-	-	-	-	-		-	-	-	-	-
T-3-2.5	8/21/03	2.5	**8.2**	-	-	-	-	-	-	-	-		-	-	-	-	-
T-5-4	8/21/03	4.0	**17**	-	-	-	-	-	-	-	-	24	-	-	-	-	-
T-6-3	8/21/03	3.0	3.9	-	-	-	-	-	-	-	-	-	-	-	-	-	-
T-8-3.5	4/1/04	3.5	**6.8**	ND	ND	**2.7**	0.11	ND	-	-	-	-	-	-	-	-	-
T-9-3	4/1/04	3.0	**13**	ND	ND	-	-	-	-	-	-	-	-	-	-	-	-
T-9-6	4/1/04	6.0	2.9	ND	ND	-	-	-	-	-	-	-	-	-	-	-	-
T-9-8	4/1/04	8.0	**38**	0.36	ND	-	-	-	-	-	-	-	-	-	-	-	-
T-10-3	4/1/04	3.0	**150**	0.18	ND	-	-	-		-	-	-	-	-	-	-	-
T-11-4	4/1/04	4.0	**29**	2.3	ND	-	-	-	ND	ND	ND	-	-	-	-	-	-
T-11-6	4/1/04	6.0	4.6	0.19	ND	-	-	-	-	-	-	-	-	-	120	28	ND
T-11-8	4/1/04	8.0	**200**	ND	ND	ND	0.20	ND	-	-	-	4.4	ND	ND	110	9.1	ND
T-12-4	4/1/04	4.0	**11**	ND	ND	-	-	-	-	-	-	-	-	-	-	-	-
T-13-1.5	4/1/04	1.5	**170**	2.1	ND	-	-	-	-	-	-	-	-	-	-	-	-
T-14-3.5	4/1/04	3.5	**34**	ND	ND	-	-	-	-	-	-	-	-	-	-	-	-
T-15-3	4/1/04	3.0	**25**	0.24	ND	-	-	-	-	-	-	-	-	-	-	-	-
T-16-4.5	4/1/04	4.5	**29**	ND	ND	ND	0.057	ND	-	-	-	**31**	0.68	ND	**300**	26	ND
T-18-3.5	4/1/04	3.5	ND	0.11	ND	-	-	-	-	-	-	-	-	-	-	-	-
REGULATORY LEVELS			5	5	-	1	1	-	5	5	-	25	N/A	-	250	N/A	-

BOLD - Samples exceed regulatory values for STLC or TCLP

Total Recoverable Petroleum Hydrocarbon

Total Recoverable Petroleum Hydrocarbons (TRPH) were detected in all the samples tested. The results varied from a low of 12 mg/kg to a high of 2,700 mg/kg. The result of 2,700 mg/kg was encountered in the initial trench T-3-2.5 placed at the site. The second set of trenches did not show any TRPH above 310 mg/kg. Based on the volatile organic compounds test results, the petroleum hydrocarbons encountered throughout the site are in the diesel to waste oil range. The one result of 2,700 mg/kg is considered a hot spot that should be expected on these types of old landfills.

TABLE 4 - TOTAL RECOVERABLE PETROLEUM HYDROCARBONS (418.1) MG/KG (PPM)

SAMPLE ID	DATE	DEPTH (FT)	TRPH MG/KG (ppm)
T-1-1	8/21/03	1.0	660
T-3-2.5	8/21/03	2.5	**2,700***
T-3-7	8/21/03	7.0	12
T-5-4	8/21/03	4.0	260
T-6-3	8/21/03	3.0	38
T-8-3.5	4/1/04	3.5	40
T-9-3	4/1/04	3.0	46
T-10-3	4/1/04	3.0	140
T-12-2.5	4/1/04	2.5	26
T-13-1.5	4/1/04	1.5	20
T-14-3.5	4/1/04	3.5	14
T-15-3	4/1/04	3.0	260
T-16-4.5	4/1/04	4.5	310

BOLD* - Regulatory levels for diesel and waste oil are site specific and typically vary between 100 and 10,000 mg/kg

Organochlorine Pesticides and PCB's

Organochlorine pesticides were detected in twelve of the trenches placed at the site. With the exception of one location, T-16-4.5, with DDT and DDE at approximately 4 mg/kg, all the results were below California Code of Regulatory (CCR) level for characterization as a hazardous waste. PCB's were detected in two

trenches at concentrations below the CCR level for characterization as hazardous waste. Again, we appear to have a localized hot spot of DDT/DDE.

TABLE 5 - ORGANOCHLORINE PESTICIDES AND PCB'S
MG/KG (PPM)

SAMPLE ID	DATE	DEPTH (FT)	CHLORDANE	DDD	DDE	DDT	DIELDRIN	TOXAPHENE	PCB'S
T-1-1	8/21/03	1.0	ND	ND	ND	0.020	ND	ND	ND
T-3-2.5	8/21/03	2.5	ND	ND	0.17	0.077	ND	0.57	ND
T-5-4	8/21/03	4.0	0.073	ND	0.045	0.070	0.017	0.15	0.15
T-6-3	8/21/03	3.0	ND	ND	0.008	ND	ND	ND	ND
T-8-3.5	4/1/04	3.5	ND	ND	0.024	ND	ND	ND	ND
T-9-3	4/1/04	3.0	ND	ND	0.098	0.080	ND	ND	ND
T-10-3	4/1/04	3.0	ND	ND	0.036	0.046	ND	ND	ND
T-11-6	4/1/04	6.0	ND	ND	ND	ND	ND	ND	3.3
T-13-1.5	4/1/04	1.5	ND	ND	0.033	ND	ND	ND	ND
T-14-3.5	4/1/04	3.5	ND	ND	0.041	0.10	ND	ND	ND
T-15-3	4/1/04	3.0	ND	ND	0.042	0.053	ND	ND	ND
T-16-4.5	4/1/04	4.5	ND	ND	**4.4***	**4.1***	ND	ND	ND
T-18-3.5	4/1/04	3.5	ND	ND	0.014	ND	ND	ND	ND
TTLC Value			2.5	1.0	1.0	1.0	8.0	5.0	50

EPA Preliminary Remedial Goal for industrial soils is 7.0 mg/kg for DDT and DDE and 0.74 for PCB's

Semi-Volatile Organic Compounds

Out of nineteen samples, semi-volatile organics were found in only two samples which were at concentrations that are typically below the EPA PRG's for industrial soil.

TABLE 6 - SEMI-VOLATILE ORGANICS MG/KG (PPM)											
SAMPLE ID	DATE	DEPTH (FT)	ANALYTES DETECTED MG/KG (PPM)								
			ANTHRACENE	BENZO[a]ANTHRACENE	BENZO[a]PYRENE	BENZO[b]FLUORANTHENE	BENZO[k]FLUORANTHENE	CHRYSENE	FLUORANTHENE	PHENANTHRENE	PYRENE
T-3-2.5	8/21/0	2.5	ND	ND	ND	ND	ND	0.91	ND	ND	ND
T-10-3	4/1/04	3.0	0.59	0.43	0.57	1.1	1.1	0.48	0.83	0.62	0.80
EPA PRG's for Industrial Soil			100,000	2.1	0.21	2.1	21	210	22,000	N/A	29,000
All other samples are None Detected, EPA PRG's for Industrial Soil											

Volatile Organic Compounds

Only one of ten samples (tested), had trace amounts of the VOC's Benzene, Toluene, and total Xylenes. The trace concentrations of these voc'S are below the EPA PRG's for industrial soil.

TABLE 7 - VOLATILE ORGANIC COMPOUNDS					
SAMPLE ID	DATE	DEPTH (FT)	ANALYTES DETECTED MG/KG (PPM)		
			BENZENE	TOLUENE	XYLENE
T-1-1	8/21/03	1.0	0.016	0.006	0.001
EPA PRG for Industrial Soil			1.3	520	420
All other samples are None Detected					

Dioxins/Furans

Each of the five samples listed in Table 8 above had Dioxins/Furans, with the highest Total Equivalent Quotient (TEQ) (minimum-maximum) of 0.477 to 0.529 nanograms per gram (ng/g) or parts per billion (ppb). This is below the Agency for Toxic Substances an Disease Registry (ATSDR) action level of 1.0 ppb.

TABLE 8 - DIOXINS/FURANS				
SAMPLE ID	DATE	DEPTH (FT)	2,3,7,8 TCDD	TOTAL EQUIVALENT QUOTIENT (TEQ) DATA NG/G (PPB)
T-9-6	8/21/03	1.0	0.000464	TEQ (Min-Max): 0.015 - 0.0164
T-11-6	8/21/03	4.0	ND	TEQ (Min-Max): 0.155 - 0.157
T-13-1.5	8/21/03	4.0	0.00305	TEQ (Min-Max): 0.069 - 0.072
T-16-4.5	8/21/03	6.0	ND	TEQ (Min-Max): 0.477 - 0.529
T-17-3.5	8/21/03	2.5	0.000349	TEQ (Min-Max): 0.0015 - 0.00251
TTLC Value for Dioxin (2,3,7,8 TCDD)			0.01	N/A
EPA PRG for Industrial Soil is 1.6×10^{-5} mg/kg				

Copies of the trench logs and laboratory analytical data produced during the current waste characterization are provided within Appendix D.

DISCUSSION OF RESULTS

Compounds of Concern

The only Compounds of Concern (COC) that were identified during the previous and current investigation at the Lakeview Dump are those that are to be expected in these environments. The most widespread COC is lead, which was detected in all samples. Of those samples that had a TTLC value of 10 times the STLC value or greater than 50 mg/kg, additional testing (STLC, TCLP, and Di-Wet) was conducted. These tests showed most of the samples above the STLC limit of 5.0 mg/kg, however, the TCLP values were below the 5.0 mg/kg limit. Additional testing of cadmium, copper, chromium, and zinc samples, which were above 10 times their STLC values, was also conducted. The STLC test results were below or just above the STLC limit with the TCLP and Di-Wet minimal or non-detect.

Localized compounds of concern were TRPH at 2,700 mg/kg, DDT and DDE at 4.1 and 4.4 mg/kg, respectively. The TRPH of 2,700 mg/kg is in the diesel to waste oil range and clean up goals for these petroleum hydrocarbons is on a site specific basis and is usually between 100 and 10,000 mg/kg. DDT and DDE are above the CCR level of 1.0 mg/kg that characterize the material as a hazardous waste, however, they are below the EPA PRG's for industrial soil of 7.0 mg/kg. Each of

these were detected only once in different areas and depths, which provides evidence of their localized nature. Based on our observation of the trash, there was no distinct layer or indicator in which these compounds could be distinguished. Therefore, it may be impossible to separate these materials during the excavation of the landfill material. However, an effort will be made during the excavation and removal operation to recognize and segregate these types of materials for separate disposal.

Leaching Test Discussion

The Toxicity Characteristic Leaching Procedure (TCLP) test developed by the U.S. Environmental Protection Agency is the most common type of leaching test. It simulates the worse case conditions in a municipal solid waste landfill. The Soluble Threshold Limit Concentration (STLC) or California Wet Test (CA-Wet) is similar to the TCLP in that both test use an acid (acetic or citric) to maintain a lower pH during the leaching procedure as compared to water leaching tests, such as the de-ionized water (DI-Wet). Additionally, the acetic and citric acid have the ability to chelate with metals and produce greater leaching. In general, the TCLP is more representative of a landfill, while the STLC leaches greater concentrations. The Di-Wet simulates environments outside of the landfill.

CONCLUSIONS

The review of the records and the sample testing were performed in general compliance with the 'Protocol for Burn Dump Site Investigation and Characterization.' The supplemental workplan testing regimen was also approved by the Regional Water Quality Control Board and the Local Enforcement Agency. The previous and current trench locations and the sample testing were of sufficient number and spatial placement so as to provide a reasonable estimate of the quantity of refuse, its overall composition, and the nature of any contaminants at the site.

Based on the data obtained, there is approximately 40,000 cubic yards of refuse buried at the site. The refuse covers approximately 6 acres and ranges in depth from less than one foot to about 10 feet.

Compounds of Concern (COC) typically associated with burn dumps are present. The most common COC is lead and was detected in all the samples. Additional testing using the TCLP was conducted and all the samples were below the 5.0 mg/kg limit for lead. Also detected in some of the samples was cadmium, copper, chromium, and zinc. Additional testing for these metals using the STLC, TCLP, and Di-Wet methods was performed and the results were all below the regulatory limits except for one sample of cadmium and one for copper which were just above the STLC limits.

The burn ash compounds of concern are typically not readily soluble in water and represent a low probability of leaching to groundwater.

PH testing results indicate the material is normal to slightly alkaline, further confirming a low probability of potential leaching to groundwater. This is consistent with the minimal or non-detect test results from TCLP testing, simulating the leaching characteristics of the material in a landfill.

Groundwater in the area is at least 100 feet below the surface. A more likely way for COC's to migrate from the site would be from flooding. The site is located in the 100-year flood plain and is within 1,500 feet of the San Jacinto River. The property around the site is slated for development in the next few years and, as development begins to occur in the area, the potential for human contact with the COC's from the site will increase.

No water monitoring or gas monitoring is performed at the site. Clean closure of the Lakeview site with the removal of the material to the nearest Class III landfill, such as Badlands or Lamb Canyon, would be a benefit to the environment considering that the Lakeview site is a small, isolated site located within a flood plain. Clean closure in this manner is not inconsistent with the goals of overall net benefit to the public and the environment and would be consistent with the recent Regional Board's recent acceptance of fire damaged material into Class III landfills.

LIMITATIONS

This report was prepared solely for the use and benefit of LOR's client, LG Holding Company, LLC ("Lewis") and their designates, they may release this information to

third parties, who may use and rely upon this information at their discretion. However, any use of or reliance upon this information by a party other than LG Holding Company, LLC ("Lewis") shall be solely at the risk of such third party and without legal recourse against LOR Geotechnical Group, Inc.; its subsidiaries and affiliates; or their respective employees, officers, or directors; regardless of whether the action in which recovery of damages is sought is based upon contract, statute, or otherwise. This information shall not be used or relied upon by a party which does not agree to be bound by the above statement.

The content and conclusions provided by LOR in this assessment are based on information collected during our investigation, which may include, but is not limited to, visual site inspections, interviews with the site owner, regulatory agencies and other pertinent individuals, a review of available public documents, subsurface exploration and laboratory testing of soil samples, and our professional judgement based on said information at the time of preparation of this document. Any subsurface samples results and observations presented herein are considered to be representative of the area of investigation; however, soil conditions may vary between sample locations and may not necessarily apply to the general site as a whole. If future subsurface or other conditions are revealed which may vary from these findings, the newly-revealed conditions must be evaluated and may invalidate the conclusions of this report.

This report has been prepared in accordance with generally accepted practices using standards of care and diligence normally practiced by recognized consulting firms performing services of a similar nature. LOR Geotechnical Group, Inc. (LOR) is not responsible for the accuracy of information provided by other individuals or entities which is used in this report. This report presents our professional judgement based upon data and findings identified in this report, and the interpretation of such data based upon our experience and background, and no warranty, either expressed or implied, is made. The conclusions presented are based upon the current regulatory climate and may require revision if future regulatory changes occur.

TIME LIMITATIONS

The findings of this report are valid as of this date. Changes in the condition of a property can, however, occur with the passage of time, whether they be due to

natural processes or the work of man on this or adjacent properties. In addition, changes in the Standards-of-Practice and/or Governmental Codes may occur. Due to such changes, the findings of this report may be invalidated wholly or in part by changes beyond our control. Therefore, this report should not be relied upon after a significant amount of time without a review by LOR Geotechnical Group, Inc., verifying the suitability of the conclusions and recommendations.

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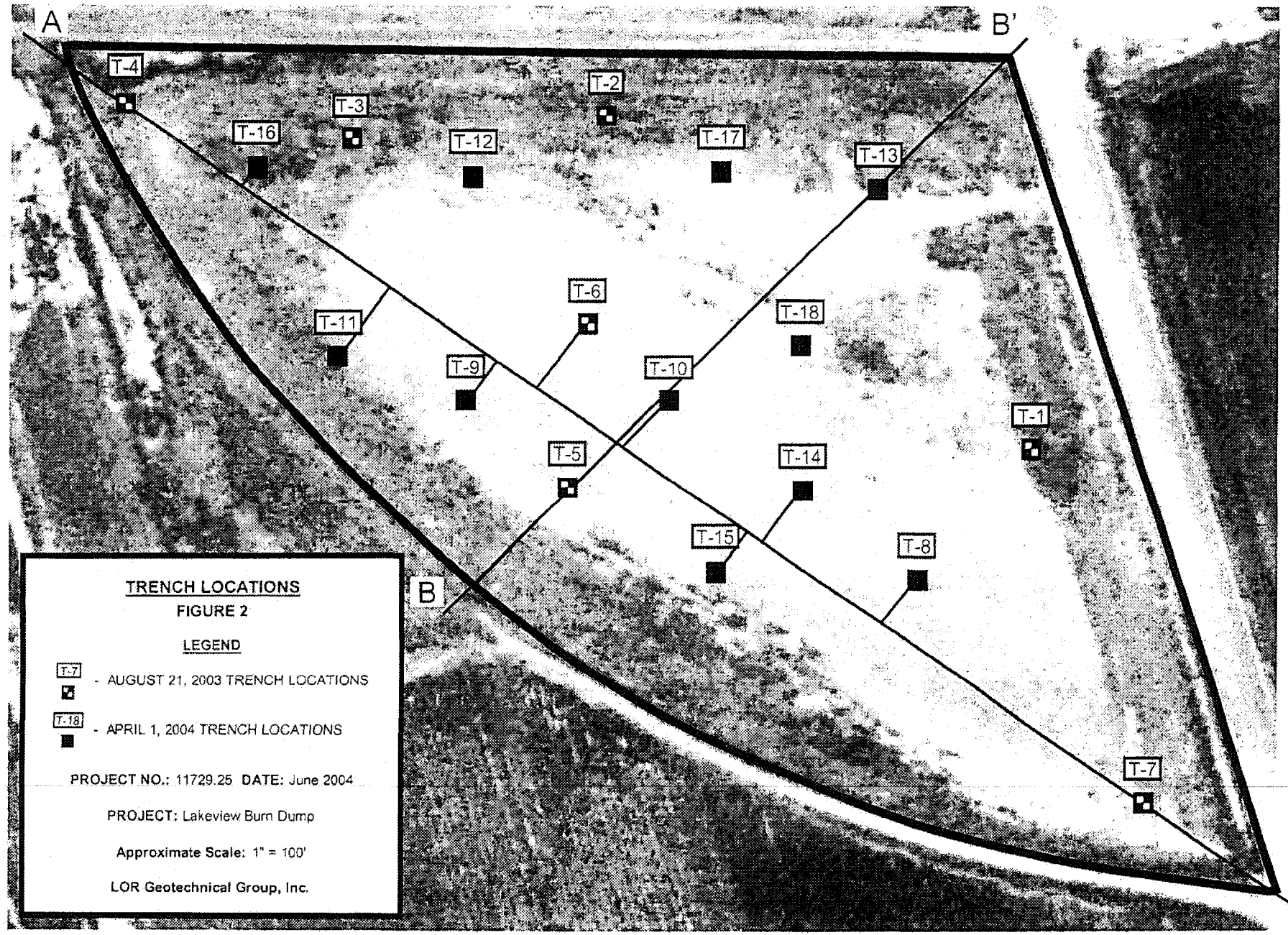
A
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T-4
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B
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A'
TRENCH LOCATIONS
FIGURE 2
LEGEND
T-7 - AUGUST 21, 2003 TRENCH LOCATIONS
T-18 - APRIL 1, 2004 TRENCH LOCATIONS
PROJECT NO.: 11729.25 DATE: June 2004
PROJECT: Lakeview Burn Dump
Approximate Scale: 1" = 100'
LOR Geotechnical Group, Inc.

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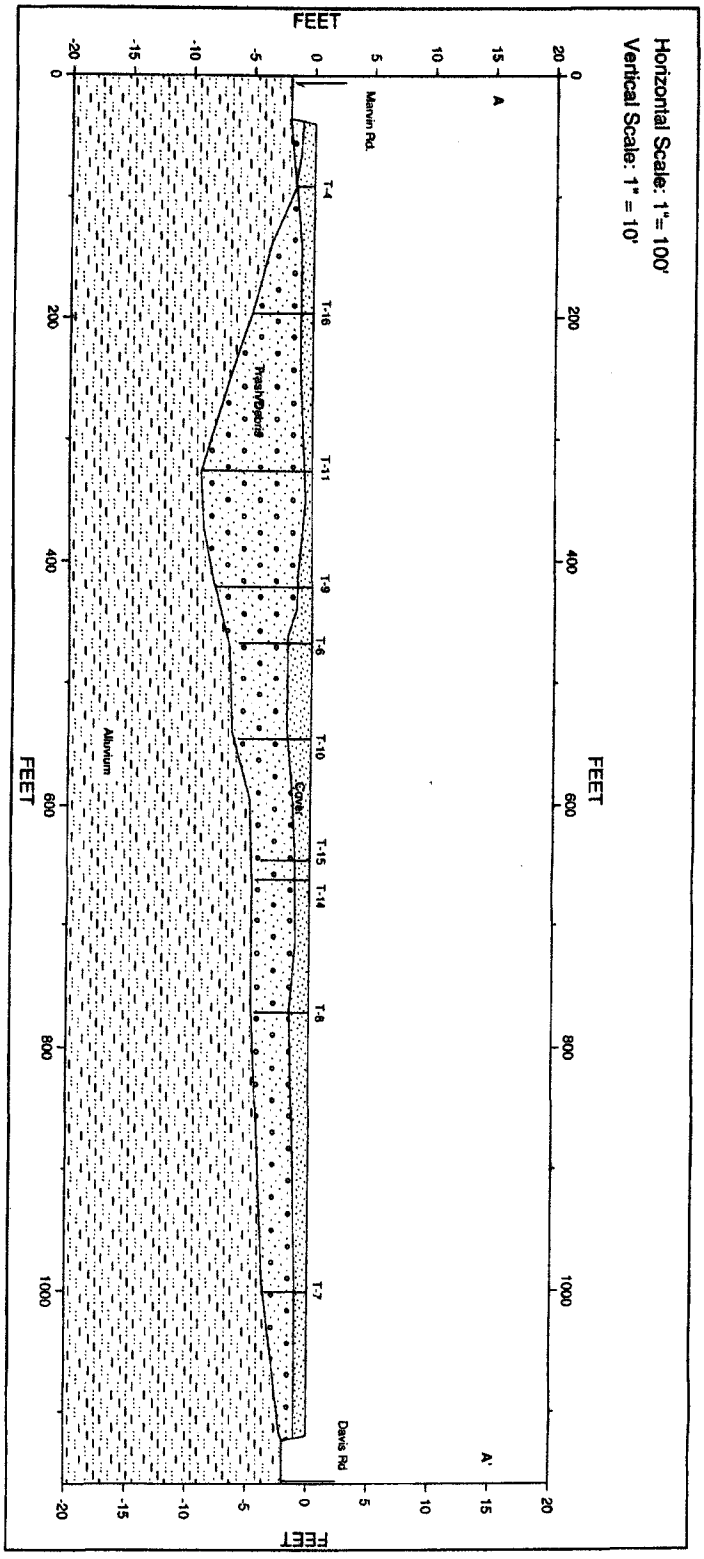
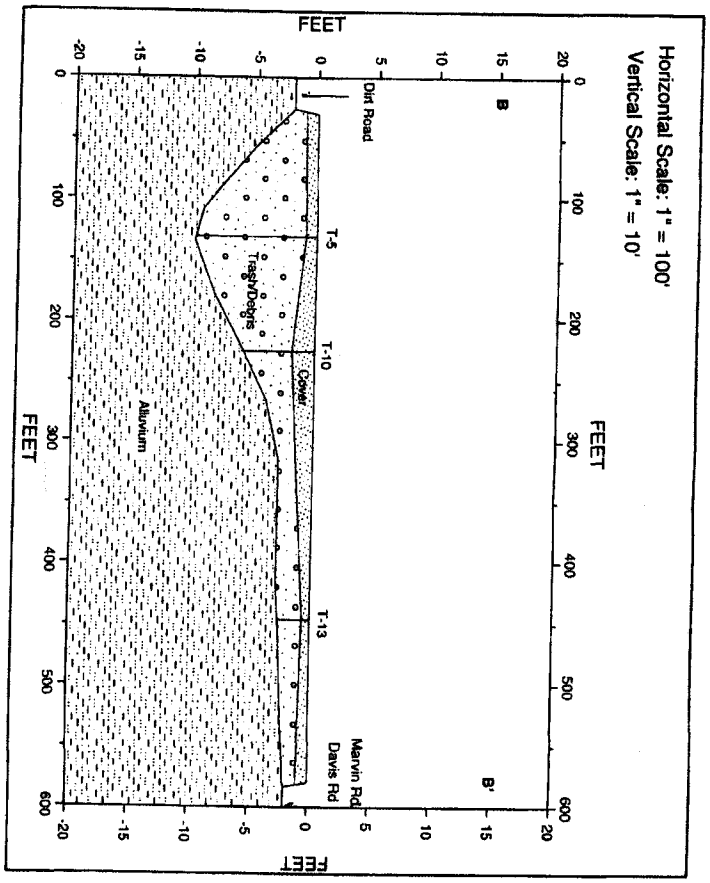


CROSS SECTION A-A'

PROJECT:	LAKEVIEW BURN DUMP, LAKEVIEW, RIVERSIDE COUNTY, CALIFORNIA	PROJECT NO.:	11729.26
CLIENT:	LEWIS INVESTMENT COMPANY, LLC	ENCLOSURE:	A-3
LOR Geotechnical Group, Inc.		DATE:	AUGUST 2004
		SCALE:	AS SHOWN



CROSS SECTION B-B'

PROJECT:	LAKEVIEW BURN DUMP, LAKEVIEW, RIVERSIDE COUNTY, CALIFORNIA	PROJECT NO.:	11729.26
CLIENT:	LEWIS INVESTMENT COMPANY, LLC	ENCLOSURE:	A-4
LOR Geotechnical Group, Inc.		DATE:	AUGUST 2004
		SCALE:	AS SHOWN

Exhibit C

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Lakeview Disposal Site Clean Closure Project

Mitigation Monitoring Program

Prepared By:
Riverside County Waste Management Department
14310 Frederick Street
Moreno Valley, CA 92553

July 2008

PD 68730

BACKGROUND

This Mitigation Monitoring Program (MMP) has been prepared to comply with Section 21081.6 of the California Environmental Quality Act (CEQA). Section 21081.6 requires that public agencies adopt a monitoring program for measures included as part of a proposed project to mitigate or avoid significant effects to the environment.

The MMP serves three functions:

1. Assures completion of mitigation measures during implementation of the project.

2. Provides feedback to agency and decision makers regarding the effectiveness of the mitigation measures.

3. Identifies the need for enforcement action before irreversible environmental damage occurs.

In the event it is determined that a mitigation measure is not effective or feasible, the MMP can be amended on an as-needed basis to incorporate additional or revised measures that the decision makers or agencies adopt.

FORMAT OF PROGRAM

The MMP includes the following information:

Mitigation Measures: Identifies mitigation measures described in Environmental Assessment No. 41223 prepared for the Lakeview Disposal Site Clean Closure project.

Mitigation measures are numbered using the following codes:

W	=	Water
AQ	=	Air Quality
BIO	=	Biological Resources
PH	=	Public Health
N	=	Noise
AES	=	Aesthetics
PAL	=	Paleontological Resources

Implementation Responsibility: Identifies the agency or party responsible for implementing the mitigation measures. Implementation of most of the mitigation measures included in the MMP is the responsibility of the Riverside County Waste Management Department (RCWMD).

Timing: Indicates the time frame in which the mitigation measure should be completed.

Monitoring: Designates the agency responsible for overseeing and/or monitoring the implementation of the mitigation measure (s) included in the MMP. In the case of this project, RCWMD shares monitoring responsibility with various local, state, and federal agencies. The following abbreviations are used to designate the responsible agencies:

CAL/OSHA:	California Occupational Safety and Health Administration
SARWQCB:	Santa Ana Regional Water Quality Control Board
DEH:	Riverside County Department of Environmental Health
RCWMD:	Riverside County Waste Management Department
SCAQMD:	South Coast Air Quality Management District

WATER

Mitigation Measures:

W-1 Prior to the issuance of excavation permits and approval of the Work Plan, the operator shall file a Notice of Intent with the State Water Resources Control Board, as required by the Statewide General Construction Activity Storm Water Permit.

W-2 To comply with the requirements of the National Pollutant Discharge Elimination System and to protect receiving waters from degradation, a SWPPP will be prepared, which includes structural and nonstructural Best Management Practices, to the satisfaction of the State Water Resources Control Board.

W-3 Any washing activities during the interim project, such as cleaning tires of vehicles leaving the site, will be conducted in areas that are designed to keep run-off onsite.

W-4 The exposed Removal Layer shall be covered at the end of the work day with an impermeable tarp.

Agency/Individual Responsible for Implementation: RCWMD

Timing: Ongoing process during operations, as required by state and federal regulations.

Monitoring: RCWMD, SARWQCB, and DEH

AIR QUALITY

Mitigation Measures:

AQ-1 Unpaved areas, including the site of earth-moving activities, un-paved access, and the road shoulder used for queuing, shall be watered up to once an hour.

AQ-2 All drivers, including operators of on-site equipment, shall be required to drive no faster than 15 mph on the project site.

AQ-3 When wind-driven dust is seen, storage piles of cover material shall be watered at least once over 70% of their surface.

AQ-4 Inactive disturbed areas shall be watered, as necessary, when wind-driven dust is seen.

AQ-5 Field personnel will use a flame ionization detector (FID) to monitor and detect fugitive LFG, which can be calibrated to respond to organic compounds. Each day each FID will be recalibrated using the calibration gas and air in compliance with the SCAQMD requirements.

AQ-6 The exposed excavated areas shall be covered daily to minimize contact with water and to control for any odors.

AQ-7 Fence-line air monitoring will be performed to identify any issues with odors.

Agency/Individual Responsible for Implementation: RCWMD

Timing: Ongoing process during operations, as required by state and federal regulations.

Monitoring: RCWMD, SCAQMD, and DEH

BIOLOGICAL RESOURCES

Mitigation Measures:

BIO-1 Prior to initiating clean closure excavation activities, a qualified biologist shall collect smooth tarplant seed from the project site population in the Fall and redistribute the seed on an adjacent, off-site property being set aside for MSHCP Conservation, pursuant to JPR 08-04-10-01, in an area supporting an existing smooth tarplant population.

BIO-2 Within 30 days of initiating clean closure excavation activities, a qualified biologist, retained by the Riverside County Waste Management Department, shall conduct a burrowing owl pre-construction survey on the Project Site.

Agency/Individual Responsible for Implementation: RCWMD

Timing: BIO-1: In the Fall season, prior to initiating clean closure activities.
BIO-2: Within 30 days of initiating clean closure excavation activities.

Monitoring: RCWMD, DEH

PUBLIC HEALTH AND SAFETY

Mitigation Measures:

PH-1 Site personnel shall comply with the Health and Safety Plan developed for the project, which includes: a) basic health and safety training, addressing site hazards, proper work techniques, and emergency and evacuation procedures; b) the use and provision for personal protective equipment (i.e., earplugs, hard hats, dust masks, etc.); c) heavy equipment hazards and site traffic hazards; d) prevention preparedness, and response measures for fire, spills, and other accidents; and e) first aid and cardiopulmonary resuscitation.

PH-2 A South Coast Air Quality Management District (SCAQMD) Rule 1150 Excavation Permit and Management Plan shall be obtained prior to excavation. Site personnel shall comply with all conditions of the permit

PH-3 At the end of each work day, the exposed "Removal Layer" shall be adequately covered with an impermeable tarp that will prevent vectors from accessing trash and prevent wind blown litter.

Agency/Individual Responsible for Implementation: RCWMD

Timing: Ongoing process during operations, as required by state and federal regulations.

Monitoring: RCWMD, DEH, SCAQMD, CAL/OSHA

NOISE

Mitigation Measures:

N-1 All construction personnel shall adhere to the Health and Safety Plan (HASP) developed for the project. The HASP requires the use of ear plugs or ear muffs where there is the potential for site workers to be exposed to noise greater than 85 dBA (8-hour time weighted average).

Agency/Individual Responsible for Implementation: RCWMD

Timing: Ongoing process during operations, as required by state and federal regulations.

Monitoring: RCWMD, CAL/OSHA, DEH

AESTHETICS

Mitigation Measures:

AES-1 Excavation work will only be performed from 7:00 a.m. to 5:00 p.m.

Agency/Individual Responsible for Implementation: RCWMD

Timing: Ongoing process during excavation.

Monitoring: RCWMD, DEH

PALEONTOLOGICAL RESOURCES

Mitigation Measures:

PAL-1 If after the "Removal Layer" is excavated and subsequent soil sampling requires further excavation to meet the California Human Health Screening Levels-CHHSLs, then a Paleontologist for consultation and comment on the proposed excavation with respect to potential Paleontological impacts shall be retained. The Paleontologist will monitor excavation activities, identify if excavated material contains paleontological resources, and have the authority to stop work if significant resources are uncovered.

Agency/Individual Responsible for Implementation: RCWMD

Timing: After the "Removal Layer" is excavated and subsequent soil sampling requires further excavation.

Monitoring: RCWMD, DEH

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA 802B

FROM: TLMA – Planning Department

SUBMITTAL DATE:
October 26, 2009

SUBJECT: GENERAL PLAN AMENDMENT NO. 924 – (Foundation-Regular) – Applicant: Paz Trevino– Engineer/Representative: Leonard Urquiza - First Supervisorial District – North Perris Zoning Area – Mead Valley Area Plan: Rural Community: Very Low Density Residential (RC:VLDR) (1 Acre Minimum Lot Size) – Location: Southerly of Cajalco Road, westerly of Seaton Avenue, northwesterly of Rider Street, easterly of Anderson Road – 11.89 Gross Acres – Zoning: Light Agriculture-1 Acre Minimum Lot Size (A-1-1) - **REQUEST:** This General Plan Amendment proposes to amend the Foundation Component of the subject site from Rural Community to Community Development and to amend the land use designation of the subject site from Very Low Density Residential (RC:VLDR) (1 Acre Minimum Lot Size) to Light Industrial (CD:LI) (0.25-0.60 Floor Area Ratio) – APNs: 371-080-019, 317-080-020, 317-080-021 and 317-080-022.

RECOMMENDED MOTION:

The Planning Director recommends that the Board of Supervisors tentatively decline to adopt an order initiating proceedings for 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

Ron Goldman
Planning Director

RG:th

(CONTINUED ON ATTACHED PAGE)

REVIEWED BY EXECUTIVE OFFICE
DATE 11/3/09
Tina Grande
Departmental Concurrence

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

Prev. Agn. Ref. | **District:** First | **Agenda Number:** 15.1

Form 11p (Rev 03/28/06)

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.

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

REVIEWED BY EXECUTIVE OFFICE
DATE 9/3/09
Tina Grande
Departmental Concurrence

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)

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

Prev. Agn. Ref. | **District:** First | **Agenda Number:** 15.2

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.

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA 803B

FROM: TLMA – Planning Department

SUBMITTAL DATE:
October 6, 2009

SUBJECT: GENERAL PLAN AMENDMENT NO. 1084 – Entitlement / Policy – Applicant: Northtown Housing Development – Engineer/Representative: K & A Engineering, Inc. – Second Supervisorial District – Rubidoux Zoning District – Jurupa Area Plan: Community Development: Commercial Retail (CD: CR) (0.20 – 0.35 Floor Area Ratio) and Community Development: Medium High Density Residential (CD: MHDR) (5 – 8 Dwelling Units per Acre) – Location: northerly of Mission Boulevard, easterly of Crestmore Road, and westerly of the Santa Ana River – 4.43 Gross Acres – Zoning: Rubidoux-Village Commercial (R-VC) – East, Multiple Family Dwellings (R-2), and Light Agriculture (A-1) – **REQUEST:** The General Plan Amendment proposes to amend the existing Riverside County General Plan Land Use Designation from Community Development: Commercial Retail (CD: CR) (0.20 – 0.35 Floor Area Ratio) and Community Development: Medium High Density Residential (CD: MHDR) (5 – 8 Dwelling Units per Acre) to Community Development: Very High Density Residential (CD: VHDR) (14 – 20 Dwelling Units per Acre) – APN(s): 179-330-002, 179-330-003 and 179-330-005

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.

Ron Goldman
Planning Director

RG:db

(CONTINUED ON ATTACHED PAGE)

REVIEWED BY EXECUTIVE OFFICE
DATE 11/3/09
Tina Grande
Departmental Concurrence

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

Prev. Agn. Ref. | **District:** Second | **Agenda Number:** 15.3

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.

RESERVED

For

Pending Agenda Item

Title only available at this time

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA 805B

FROM: TLMA - Planning Department

SUBMITTAL DATE: October 28, 2009

SUBJECT: APPEAL OF PLOT PLAN NO. 22925 / ENVIRONMENTAL IMPACT REPORT NO. 510 – Applicant: Hogle-Ireland – Engineer/Representative: Rick Engineering - First Supervisorial District – March Zoning District – Lake Mathews / Woodcrest Area Plan: Community Development: Light Industrial (CD: LI) (0.25-0.60 Floor Area Ratio) – Location: southerly of Alessandro Boulevard, easterly of Gem Lane, and westerly of Brown Street – 54.39 Gross Acres - Zoning: Industrial Park (I-P) - **REQUEST:** The **Plot Plan** proposes a commercial and industrial development comprised of 8 buildings consisting of: four (4) office buildings totaling 258,102 square feet, two (2) industrial warehouse/distribution buildings totaling 409,312 square feet, one (1) retail building with 10,000 square feet, one (1) light industrial/multi-tenant building with 42,222 square feet, 285,696 square feet of landscaping area, 1,779 parking spaces, and three (3) detention basins. The Environmental Impact Report has been prepared to inform decisions makers and the public of the potential significant environmental effects associated with the development of the proposed plot plan per the California Environmental Quality Act (CEQA).– APN(s): 297-080-007, 008, 009, 010.

REVIEWED BY EXECUTIVE OFFICE
DATE 11/3/09
Tina Grande
Departmental Concurrence

RECOMMENDED MOTION:

DENIAL of the **APPEAL** filed on October 28, 2009, and uphold the Planning Commission's decision on September 30, 2009 to:

TENTATIVELY CERTIFY ENVIRONMENTAL IMPACT REPORT NO. 510, based on the findings incorporated in the EIR and the conclusion that the project will not have a significant effect on the environment and;

APPROVE PLOT PLAN NO. 22925, subject to the attached conditions of approval, and based upon the findings and conclusions incorporated in the staff report.

Ron Goldman
Planning Director

RG:db

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

Prev. Agn. Ref. | **District:** First | **Agenda Number:** 16.2

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

FROM: TLMA - Planning Department

SUBMITTAL DATE:
October 21, 2009

SUBJECT: APPEAL of **PLOT PLAN NO. NO. 22340** – (Mitigated Negative Declaration) - Applicant: Verizon Wireless – Engineer/Representative: Spectrum Surveying & Engineering - Third Supervisorial District - San Jacinto Mountain Zoning Area - REMAP Area Plan: Agriculture: Agriculture (AG) (10 Acre Minimum) – Location: Northerly of Highway 74, easterly of McCall Park Road, and westerly of Highway 243 - 6.29 Gross Acres - Zoning: Residential Agriculture - 10 Acre Minimum (R-A-10) – **REQUEST**- This Plot Plan proposes a wireless communication facility for Verizon Wireless, disguised as a 55 foot high pine tree (height includes 5 feet of foliage), with eighteen (18) panel antennas, and one (1) parabolic antenna. An equipment shelter, generator pad for a future generator, and two (2) GPS antennas will be located within the 900 square foot lease area surrounded by a six (6) foot high decorative block wall. The project also includes a 12' x 40' access easement.- APN: 557-070-017 - **NOTE:** The project location changed. The previous APN was 557-110-006.

RECOMMENDED MOTION:

DENIAL of the **APPEAL** filed on October 9, 2009, and uphold the Planning Commission's decision on September 30, 2009 to:

ADOPT a **MITIGATED NEGATIVE DECLARATION** for **ENVIRONMENTAL ASSESSMENT NO. 41168**, and;

APPROVE Plot Plan No. 22340, subject to the attached conditions of approval, and based upon the findings and conclusions incorporated in the staff report.

Ron Goldman
Planning Director

RG:db

REVIEWED BY EXECUTIVE OFFICE
DATE 10/27/09
Tina Grande
Departmental Concurrence

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

Prev. Agn. Ref. | **District:** Third | **Agenda Number:** 16.3

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA 703B

FROM: TLMA - Planning Department

SUBMITTAL DATE: May 4, 2009

SUBJECT: APPEAL OF PLOT PLAN NO. 23815 – CEQA Exempt – Applicant: California Tower Inc. – Fifth Supervisorial District – University Zoning District - Highgrove Area Plan: Open Space: Conservation (OS-C) – Location: Northerly of 215 Freeway, easterly of Watkins Rd, and westerly of Gernert Rd,- 9.59 Gross Acres - Zoning: Specific Plan No. 250 (Gateway Center), Planning Area No. 6A - **REQUEST**: The plot plan proposes the continued operation of an existing 35 foot high undisguised wireless telecommunication facility. This wireless telecommunication facility was approved on September 15, 1998 and had a life of 10 years. The life of the permit expired on September 15, 2008. This plot plan was applied for on October 6, 2008 after the original life expired. - APN: 256-040-013 - Related Cases: PUP00790, PUP00790S1

RECOMMENDED MOTION:

DENIAL OF THE APPLICANT'S APPEAL OF PLOT PLAN NO. 23815 FILED ON APRIL 28, 2009.

DENIAL OF THE PLOT PLAN NO. 23815 PURSUANT TO THE FINDING'S AND CONCLUSIONS IN THE PLANNING DEPARTMENT STAFF REPORT AND PURSUANT TO THE FINDINGS ARTICLUATED AT THE PLANNING COMMISSION PUBLIC HEARING ON APRIL 15, 2009.

BACKGROUND:

The original project (PUP00790) was approved on September 15, 1998 for a life of 10 years. That permit expired on September 15, 2008. This plot plan was applied for on October 6, 2008 after the original entitlement had already expired, therefore current

Ron Goldman
Planning Director

RG:db

(CONTINUED ON ATTACHED PAGE)

REVIEWED BY EXECUTIVE OFFICE
DATE 4/29/09
Tina Grande
Departmental Concurrence

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

Prev. Agn. Ref. 7/21/09 Item No. 16.1 | **District:** Fifth | **Agenda Number:** 16.4

standards for a disguised (minimally visually intrusive) or concealed (not seen at all or not recognized as a wireless facility) wireless telecommunication facility apply. The applicant has chosen not to redesign the project to conform to the current standards so the design of the existing facility cannot be supported. This project was denied at Director's Hearing on 1/26/09 and this decision was Received and Filed with the Planning Commission on 2/04/09. The applicant filed for an appeal of the decision on 2/11/09 and the project was set for hearing before the Planning Commission on 3/04/09.

The project was continued from 3/04/09 to 4/15/09 based on the applicant's request to discuss alternative options with Planning Department staff. However, staff's correspondence with the applicant indicated that the applicant still did not wish to bring the existing facility into compliance with Ordinance No. 348 and further wishes to pursue options with the existing facility in place, clearly inconsistent with Ordinance No. 348, Article XVII, Section 18.30.c. – Plot Plan Requirements for Approval - the proposed use (an unpermitted, undisguised, wireless telecommunication facility) must conform to all requirements of ordinances of Riverside County (Ord No. 348, Section 18.30. c). Ordinance No. 348, Article XIXg, Wireless Communication Facilities, Section 19.400 - 19.411, and Table 1, require a wireless telecommunication facility at this site to be either concealed or disguised. The Riverside County Planning Commission found that the project was inconsistent with County Ordinance and based upon the applicant's refusal to redesign consistent with County Ordinance, the Planning Commission recommended denial of the Plot Plan application.

In accordance with the appeal provisions of County Ordinance No. 348, the applicant's representative filed an appeal on Tuesday, April 28, 2009 and the proejct was set for hearing before the Board of Supervisors on 6/2/09 and 6/9/09 and the project was eventually continued off calendar on 7/21/09 in order to allow the applicant additional time to redesign the project. The applicant has provided the planning department with revised exhibits, photosimulations and a visual impact study and is proposing to paint the existing monopole desert tan, replace the existing equipment enclosure with a split face CMU wall and add landscaping. However, these modifications are not adequate enough to make the structure consistent with County Ordinance.