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

887

FROM: Stanley L. Sniff, Jr., Sheriff-Coroner-PA

SUBMITTAL DATE: 08/30/11

SUBJECT: FY 2011 Justice Assistance Grant (JAG) Award from the U.S. Department of Justice

RECOMMENDED MOTION: Move that the Board of Supervisors:

1. Acknowledge receipt of a Justice Assistance Grant (JAG) Award from the U.S. Department of Justice Office of Justice Programs, Bureau of Justice Assistance in the amount of $150,719, and authorize the Chairman to sign the award and initial the bottom right corner of each page.

2. Approve and direct the Auditor-Controller to make the budget adjustments on the attached Schedule A.

BACKGROUND: Continued on Page 2
BR 12-025

Stanley L. Sniff, Jr., Sheriff-Coroner-PA
Lee Wagner, Assistant Sheriff

FINANCIAL DATA	**Current F.Y. Total Cost:**	$15,434	**In Current Year Budget:**	No
	Current F.Y. Net County Cost:	$0	**Budget Adjustment:**	Yes
	Annual Net County Cost:	$0	**For Fiscal Year:**	FY 2011-12

SOURCE OF FUNDS: 100% U.S. DOJ Grant

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
PAUL ANGULO, CPA, AUDITOR-CONTROLLER
BY SAMUEL WONG 8/31/11

FORM APPROVED COUNTY COUNSEL
BY: NEAL R. KIPNIS DATE

Departmental Concurrence

Dep't Recomm.: ☐ Consent ☒ Policy

Per Exec. Ofc.: ☐ Consent ☒ Policy

Prev. Agn. Ref.: 09/28/10 (3.66) | **District:** ALL | **Agenda Number:** 3.81

From 1997 through 2003, the County utilized Local Law Enforcement Block Grant funds (LLEBG) to support Youth Accountability Teams. In 2003, funding was redirected to support a Fugitive Apprehension Detail (9/23/03, 9.2a-d). With the realignment of Federal Justice Program funding in 2005, LLEBG and Edward Byrne Memorial grants were eliminated and replaced with the Justice Assistance Grant (JAG) programs. Since 2005, the Board has accepted the following JAG program grant awards: $253,859 (8/23/05, 3.84), $155,635 (4/25/06, 3.24), $233,719 (09/18/07, 3.50), $74,194 (09/16/08, 3.42), $250,263 (10/27/09, 3.45) and $212,725 (9/28/10, 3.66). In contrast to LLEBG, there is no required local match. Awards are based upon population and the reports of Part 1 crimes to the Federal Bureau of Investigation.

The Sheriff's Department has been notified that the County's FY 2011 grant application has been approved in the amount of $150,719. The grant project and budget period is from 10/01/10 through 09/30/14. Program funds will be used to continue the support of a Fugitive Warrant Extradition Sergeant and provide support to the District Attorney's Office for its continued prosecution of criminals; additionally grant funds will be used by the Probation Department to partially fund a Supervising Probation Officer to administer evidence-based practices.

Schedule A details budget adjustments only for the Sheriff's Department in the amount of $15,434, as the other remaining expenses and revenue necessary for this fiscal year were already anticipated in the budget. The District Attorney's Office and Probation Department will make their own budget adjustments if necessary.

The grant documents have been approved as to form by County Counsel.

Schedule A

Increase Appropriations:

10000-2500300000-510040	Regular Salaries	$10,484
10000-2500300000-518100	Budgeted Benefits	$ 4,950
		$15,434

Increase Estimated Revenues:

10000-2500300000-767080	Fed-BJA Block Grant	$15,434

Department of Justice

Office of Justice Programs
Office for Civil Rights

Washington, D.C. 20531

August 10, 2011

The Honorable Bob Buster
County of Riverside
4080 Lemon Street
12th Floor, County Executive
Riverside, CA 92501

Dear Chairman Buster:

Congratulations on your recent award. In establishing financial assistance programs, Congress linked the receipt of Federal funding to compliance with Federal civil rights laws. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice is responsible for ensuring that recipients of financial aid from OJP, its component offices and bureaus, the Office on Violence Against Women (OVW), and the Office of Community Oriented Policing Services (COPS) comply with applicable Federal civil rights statutes and regulations. We at OCR are available to help you and your organization meet the civil rights requirements that come with Justice Department funding.

Ensuring Access to Federally Assisted Programs

As you know, Federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in respect to employment practices but also in the delivery of services or benefits. Federal law also prohibits funded programs or activities from discriminating on the basis of age in the delivery of services or benefits.

Providing Services to Limited English Proficiency (LEP) Individuals

In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of Federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website at http://www.lep.gov.

Ensuring Equal Treatment for Faith-Based Organizations

The Department of Justice has published a regulation specifically pertaining to the funding of faith-based organizations. In general, the regulation, Participation in Justice Department Programs by Religious Organizations; Providing for Equal Treatment of all Justice Department Program Participants, and known as the Equal Treatment Regulation 28 C.F.R. part 38, requires State Administering Agencies to treat these organizations the same as any other applicant or recipient. The regulation prohibits State Administering Agencies from making award or grant administration decisions on the basis of an organization's religious character or affiliation, religious name, or the religious composition of its board of directors.

The regulation also prohibits faith-based organizations from using financial assistance from the Department of Justice to fund inherently religious activities. While faith-based organizations can engage in non-funded inherently religious activities, they must be held separately from the Department of Justice funded program, and customers or beneficiaries cannot be compelled to participate in them. The Equal Treatment Regulation also makes clear that organizations participating in programs funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. For more information on the regulation, please see OCR's website at http://www.ojp.usdoj.gov/ocr/etfbo.htm.

State Administering Agencies and faith-based organizations should also note that the Safe Streets Act, as amended; the Victims of Crime Act, as amended; and the Juvenile Justice and Delinquency Prevention Act, as amended, contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the Justice Department has concluded that the Religious Freedom Restoration Act (RFRA) is reasonably construed, on a case-by-case basis, to require that its funding agencies permit faith-based organizations applying for funding under the applicable program statutes both to receive DOJ funds and to continue considering religion when hiring staff, even if the statute that authorizes the funding program generally forbids considering of religion in employment decisions by grantees.

Questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment may be directed to this Office.

Enforcing Civil Rights Laws

All recipients of Federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to the prohibitions against unlawful discrimination. Accordingly, OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal employment opportunity standards.

Complying with the Safe Streets Act or Program Requirements

In addition to these general prohibitions, an organization which is a recipient of financial assistance subject to the nondiscrimination provisions of the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, 42 U.S.C. § 3789d(c), or other Federal grant program requirements, must meet two additional requirements:(1) complying with Federal regulations pertaining to the development of an Equal Employment Opportunity Plan (EEOP), 28 C.F.R. § 42.301-.308, and (2) submitting to OCR Findings of Discrimination (see 28 C.F.R. §§ 42.205(5) or 31.202(5)).

1) Meeting the EEOP Requirement

In accordance with Federal regulations, Assurance No. 6 in the Standard Assurances, COPS Assurance No. 8.B, or certain Federal grant program requirements, your organization must comply with the following EEOP reporting requirements:

If your organization has received an award for $500,000 or more and has 50 or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare an EEOP and submit it to OCR for review **within 60 days from the date of this letter**. For assistance in developing an EEOP, please consult OCR's website at http://www.ojp.usdoj.gov/ocr/eeop.htm. You may also request technical assistance from an EEOP specialist at OCR by dialing (202) 616-3208.

If your organization received an award between $25,000 and $500,000 and has 50 or more employees, your organization still has to prepare an EEOP, but it does not have to submit the EEOP to OCR for review. Instead, your organization has to maintain the EEOP on file and make it available for review on request. In addition, your organization has to complete Section B of the Certification Form and return it to OCR. The Certification Form can be found at http://www.ojp.usdoj.gov/ocr/eeop.htm.

If your organization received an award for less than $25,000; or if your organization has less than 50 employees, regardless of the amount of the award; or if your organization is a medical institution, educational institution, nonprofit organization or Indian tribe, then your organization is exempt from the EEOP requirement. However, your organization must complete Section A of the Certification Form and return it to OCR. The Certification Form can be found at http://www.ojp.usdoj.gov/ocr/eeop.htm.

2) Submitting Findings of Discrimination

In the event a Federal or State court or Federal or State administrative agency makes an adverse finding of discrimination against your organization after a due process hearing, on the ground of race, color, religion, national origin, or sex, your organization must submit a copy of the finding to OCR for review.

Ensuring the Compliance of Subrecipients

If your organization makes subawards to other agencies, you are responsible for assuring that subrecipients also comply with all of the applicable Federal civil rights laws, including the requirements pertaining to developing and submitting an EEOP, reporting Findings of Discrimination, and providing language services to LEP persons. State agencies that make subawards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of subrecipients.

If we can assist you in any way in fulfilling your civil rights responsibilities as a recipient of Federal funding, please call OCR at (202) 307-0690 or visit our website at http://www.ojp.usdoj.gov/ocr/.

Sincerely,

Michael L. Alston

Michael L. Alston
Director

cc: Grant Manager
Financial Analyst

Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Grant

1. RECIPIENT NAME AND ADDRESS (Including Zip Code)
County of Riverside
4080 Lemon Street 12th Floor, County Executive
Riverside, CA 92501

4. AWARD NUMBER: 2011-DJ-BX-2330

5. PROJECT PERIOD: FROM 10/01/2010 TO 09/30/2014
BUDGET PERIOD: FROM 10/01/2010 TO 09/30/2014

6. AWARD DATE 08/10/2011

7. ACTION
Initial

1A. GRANTEE IRS/VENDOR NO.
956000943

8. SUPPLEMENT NUMBER
00

9. PREVIOUS AWARD AMOUNT $ 0

3. PROJECT TITLE
FY 2011 Justice Assistance Grant Program

10. AMOUNT OF THIS AWARD $ 150,719

11. TOTAL AWARD $ 150,719

12. SPECIAL CONDITIONS
THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).

13. STATUTORY AUTHORITY FOR GRANT
This project is supported under FY11(BJA - JAG) 42 USC 3750, et seq.

15. METHOD OF PAYMENT
GPRS

AGENCY APPROVAL

16. TYPED NAME AND TITLE OF APPROVING OFFICIAL
Denise O'Donnell
Director

17. SIGNATURE OF APPROVING OFFICIAL

GRANTEE ACCEPTANCE

18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL
Bob Buster
Chairman

19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

19A. DATE

AGENCY USE ONLY

20. ACCOUNTING CLASSIFICATION CODES

FISCAL YEAR	FUND CODE	BUD. ACT.	OFC.	DIV. REG.	SUB.	POMS	AMOUNT
X	B	DJ	80	00	00		150719

21. KDJUGT0143

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)

FORM APPROVED COUNTY COUNSEL
BY: NEAL R. KIPNIS DATE

	Department of Justice Office of Justice Programs **Bureau of Justice Assistance**	**AWARD CONTINUATION SHEET** **Grant**	

PROJECT NUMBER 2011-DJ-BX-2330 AWARD DATE 08/10/2011

SPECIAL CONDITIONS

1. The recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.

2. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.

3. The recipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) from OMB Circular A-133 audits (and any other audits of OJP grant funds) are not satisfactorily and promptly addressed, as further described in the current edition of the OJP Financial Guide, Chapter 19.

4. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP.

5. The recipient must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by -

   mail:

   Office of the Inspector General
   U.S. Department of Justice
   Investigations Division
   950 Pennsylvania Avenue, N.W.
   Room 4706
   Washington, DC 20530

   e-mail: oig.hotline@usdoj.gov

   hotline: (contact information in English and Spanish): (800) 869-4499

   or hotline fax: (202) 616-9881

   Additional information is available from the DOJ OIG website at www.usdoj.gov/oig.

6. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.

7. The recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the agency determines that the recipient is a high-risk grantee. Cf. 28 C.F.R. parts 66, 70.

SPECIAL CONDITIONS

8. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department encourages recipients and sub recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

9. The recipient agrees to comply with applicable requirements regarding Central Contractor Registration (CCR) and applicable restrictions on subawards to first-tier subrecipients that do not acquire and provide a Data Universal Numbering System (DUNS) number. The details of recipient obligations are posted on the Office of Justice Programs web site at http://www.ojp.gov/funding/ccr.htm (Award condition: Central Contractor Registration and Universal Identifier Requirements), and are incorporated by reference here. This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

10. The recipient agrees to comply with applicable requirements to report first-tier subawards of $25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients of award funds. Such data will be submitted to the FFATA Subaward Reporting System (FSRS). The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the Office of Justice Programs web site at http://www.ojp.gov/funding/ffata.htm (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here. This condition, and its reporting requirement does not apply to grant awards made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own operate in his or her name).

11. The recipient is required to establish a trust fund account. (The trust fund may or may not be an interest-bearing account.) The fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate and expend the grant funds in the trust fund (including any interest earned) during the period of the grant. Grant funds (including any interest earned) not expended by the end of the grant period must be returned to the Bureau of Justice Assistance no later than 90 days after the end of the grant period, along with the final submission of the Federal Financial Report (SF-425).

12. To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the grantee can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

13. To support public safety and justice information sharing, OJP requires the grantee to use the National Information Exchange Model (NIEM) specifications and guidelines for this particular grant. Grantee shall publish and make available without restriction all schemas generated as a result of this grant to the component registry as specified in the guidelines. For more information on compliance with this special condition, visit http://www.niem.gov/implementationguide.php.

PROJECT NUMBER 2011-DJ-BX-2330 AWARD DATE 08/10/2011

SPECIAL CONDITIONS

14. The grantee agrees to assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these grant funds, either directly by the grantee or by a subgrantee. Accordingly, the grantee agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the grant, the grantee agrees to contact BJA.

    The grantee understands that this special condition applies to its following new activities whether or not they are being specifically funded with these grant funds. That is, as long as the activity is being conducted by the grantee, a subgrantee, or any third party and the activity needs to be undertaken in order to use these grant funds, this special condition must first be met. The activities covered by this special condition are:
    a. New construction;
    b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
    c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
    d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
    e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

    The grantee understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The grantee further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at http://www.ojp.usdoj.gov/BJA/resource/nepa.html, for programs relating to methamphetamine laboratory operations.

    Application of This Special Condition to Grantee's Existing Programs or Activities: For any of the grantee's or its subgrantees' existing programs or activities that will be funded by these grant funds, the grantee, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

15. The recipient agrees that any information technology system funded or supported by OJP funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 42 U.S.C. 3789g(c)-(d). Recipient may not satisfy such a fine with federal funds.

16. The recipient agrees to ensure that the State Information Technology Point of Contact receives written notification regarding any information technology project funded by this grant during the obligation and expenditure period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these grant funds. In addition, the recipient agrees to maintain an administrative file documenting the meeting of this requirement. For a list of State Information Technology Points of Contact, go to http://www.it.ojp.gov/default.aspx?area=policyAndPractice&page=1046.

PROJECT NUMBER 2011-DJ-BX-2330 AWARD DATE 08/10/2011

SPECIAL CONDITIONS

17. The grantee agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment. See http://www.ojp.gov/about/ocr/equal_fbo.htm.

18. The recipient acknowledges that all programs funded through subawards, whether at the state or local levels, must conform to the grant program requirements as stated in BJA program guidance.

19. Grantee agrees to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

20. Grantee agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Grantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.

21. The recipient agrees that funds received under this award will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for law enforcement activities.

22. Award recipients must submit quarterly a Federal Financial Report (SF-425) and annual performance reports through GMS (https://grants.ojp.usdoj.gov). Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA), P.L. 103-62, applicants who receive funding under this solicitation must provide data that measure the results of their work. Therefore, quarterly performance metrics reports must be submitted through BJA's Performance Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

23. The recipient agrees to monitor subawards under this JAG award in accordance with all applicable statutes, regulations, OMB circulars, and guidelines, including the OJP Financial Guide, and to include the applicable conditions of this award in any subaward. The recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of JAG funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

24. Award recipients must verify Point of Contact(POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.

Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

AWARD CONTINUATION SHEET

Grant

PROJECT NUMBER 2011-DJ-BX-2330 AWARD DATE 08/10/2011

SPECIAL CONDITIONS

25. The grantee agrees that within 120 days of award acceptance, each member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. The training is provided free of charge online through BJA's Center for Task Force Integrity and Leadership (www.ctfli.org). All current and new task force members are required to complete this training once during the life of the award, or once every four years if multiple awards include this requirement. This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. Additional information is available regarding this required training and access methods via BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

Department of Justice
Office of Justice Programs

Bureau of Justice Assistance

GRANT MANAGER'S MEMORANDUM, PT. I: PROJECT SUMMARY

Grant

PROJECT NUMBER

2011-DJ-BX-2330

PAGE 1 OF 1

This project is supported under FY11(BJA - JAG) 42 USC 3750, et seq.

1. STAFF CONTACT (Name & telephone number)

Dean Iwasaki
(202) 514-5278

2. PROJECT DIRECTOR (Name, address & telephone number)

Carolyn Weaver
Administrative Services Analyst
4095 Lemon Street
Riverside, CA 92501-0512
(951) 955-1912

3a. TITLE OF THE PROGRAM

FY 2011 Justice Assistance Grant Program

3b. POMS CODE (SEE INSTRUCTIONS ON REVERSE)

4. TITLE OF PROJECT

FY 2011 Justice Assistance Grant Program

5. NAME & ADDRESS OF GRANTEE

County of Riverside
4080 Lemon Street 12th Floor, County Executive
Riverside, CA 92501

6. NAME & ADRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 10/01/2010 TO: 09/30/2014

8. BUDGET PERIOD

FROM: 10/01/2010 TO: 09/30/2014

9. AMOUNT OF AWARD

$ 150,719

10. DATE OF AWARD

08/10/2011

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and units of local government, including tribes, to support a broad range of activities to prevent and control crime based on their own state and local needs and conditions. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice, including for any one or more of the following purpose areas: 1) law enforcement programs; 2) prosecution and court programs; 3) prevention and education programs; 4) corrections and community corrections programs; 5) drug treatment and enforcement programs; 6) planning, evaluation, and technology improvement programs; and 7) crime victim and witness programs (other than compensation).

The grantee will use funds to support the salary of staff tasked with the apprehension and prosecution of fugitives and the implementation of evidence-based practices into daily operations. The grant funded work will help reduce the number of violent and serious offenders on the street and streamline current work processes, thereby conserving resources. NCA/NCF

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

874

FROM: Stanley L. Sniff Jr., Sheriff-Coroner-PA

SUBMITTAL DATE: 08/24/11

SUBJECT: Approval of the FY 2011-12 Agreement for School Resource Officers with the Corona-Norco Unified School District

RECOMMENDED MOTION: Move that the Board of Supervisors approve the FY 2011-12 Agreement for School Resource Officers (SROs) with the Corona-Norco Unified School District, and authorize the Chairperson to sign all copies of the Agreement.

BACKGROUND: The Corona-Norco Unified School District's Board has approved its FY 2011-12 Agreement for the Sheriff's provision of two SROs, continuing the same level of service as the District purchased in the previous fiscal year. All costs for this service will be fully recovered through Board-approved rates. County Counsel has approved the Agreement as to form.

BR 12-022

for

Stanley L. Sniff Jr., Sheriff-Coroner-PA
Lee Wagner, Assistant Sheriff

FINANCIAL DATA	**Current F.Y. Total Cost:**	$281,000	**In Current Year Budget:**	Yes
	Current F.Y. Net County Cost:	$ 0	**Budget Adjustment:**	No
	Annual Net County Cost:	$ 0	**For Fiscal Year:**	FY 2011-12

SOURCE OF FUNDS: School 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

FORM APPROVED COUNTY COUNSEL
BY: NEAL R. KIPNIS DATE

Departmental Concurrence

Dept's Recomm.: ☐ Consent ☒ Policy

Per Exec. Ofc.: ☐ Consent ☒ Policy

Prev. Agn. Ref.: 08/31/10 3.71 | **District:** 2 | **Agenda Number:** 3.82

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

LAW ENFORCEMENT SERVICES AGREEMENT BETWEEN THE COUNTY OF RIVERSIDE AND THE CORONA-NORCO UNIFIED SCHOOL DISTRICT

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 CORONA-NORCO UNIFIED SCHOOL DISTRICT, a Special-Purpose District, hereinafter "DISTRICT".

WHEREAS, SHERIFF and DISTRICT have identified a need to provide additional law enforcement among DISTRICT'S school sites to serve as a visual deterrent to aberrant behavior and thereby enhance DISTRICT's campus control and student protection; and

WHEREAS, SHERIFF and DISTRICT share common goals that include the provision of programs within DISTRICT's jurisdiction that address the needs of students at risk; and

WHEREAS, SHERIFF and DISTRICT desire to work cooperatively toward these goals by entering into this Agreement to place two Deputy Sheriffs as School Resource Officers on campuses selected by the District; these positions will hereinafter be referred to as "SROs";

IT IS THEREFORE AGREED AS FOLLOWS:

1. TERM This Agreement shall be effective from July 1, 2011 through June 30, 2012, unless sooner terminated as provided in Paragraph 9.

2. SCOPE OF SERVICES

A. SHERIFF agrees to provide two SROs for the term of this Agreement, one to be assigned to the Norco High School and the other at Eleanor Roosevelt High School. The duties of the SROs shall include provision of class presentations on relevant law enforcement issues, patrol of the campus, investigation of crimes, maintenance of order on campus, counseling of students and their parents, conduct diversion programs, monthly participation with the School Attendance Review Board and other related duties. The SROs will also serve as a liaison between the school staff, the Probation Department, and other law enforcement officials. The SROs services will be performed on pupil instruction days. Work hours for the school-based SROs will normally be 0700 to 1500 hours.

B. DISTRICT agrees to comply with all reasonable requests of SHERIFF necessary to the performance of duties under this Agreement. DISTRICT agrees to furnish space at the two campuses for use by SROs while performing the above-described services. DISTRICT agrees to supply all necessary office equipment and supplies to enable the SROs to perform the services herein. The SROs shall coordinate services provided with each principal or designee on a weekly basis.

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 DISTRICT 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 an 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 DISTRICT under this Agreement is estimated at $281,000, and was based on 3,540 annual hours to be worked by SROs, as directed by DISTRICT, plus anticipated contract rate adjustments. Payment for services shall be rendered on a monthly basis within thirty (30) days of receipt by DISTRICT of a proper invoice submitted by SHERIFF. DISTRICT will notify County prior to February 1, 2012 of any reduction of services necessary due to lack of funding.

5. VACATION AND HOLIDAY TIME

A. SROs' vacation time shall not conflict with the schedule of duties mutually developed by DISTRICT and SHERIFF.

B. Because DISTRICT and SHERIFF holidays may not correspond, holiday time will be taken by the SROs in accordance with DISTRICT holidays during the contract period. The excess days shall be taken with reasonable notice to DISTRICT, but shall not conflict with the schedule of duties mutually developed by DISTRICT and SHERIFF.

6. AUDIT Pursuant to and in accordance with the provisions of Government Code Section 8546.7, or any amendments thereto, all books, records and files of DISTRICT and SHERIFF connected with the performance of this Agreement involving the expenditure of public funds in excess of Ten Thousand Dollars ($10,000) are subject to the examination and audit of the State Auditor of the State of California, at the request of the DISTRICT or as any part of an audit of the DISTRICT, for a period of three (3) years after the final payment is made under this Agreement. The parties agree to preserve such books, records and files for the audit period.

7. ADMINISTRATION AND SUPERVISION SHERIFF (or a designee) shall administer this Agreement and supervise SROs on behalf of the County of Riverside. The Superintendent of DISTRICT (or designee) shall administer this Agreement on behalf of DISTRICT.

8. COUNTY EMPLOYEE SROs shall remain employees of SHERIFF on special assignment to DISTRICT for the purposes set forth in this Agreement, and shall not be considered an agent, employee, or deputy of DISTRICT. SHERIFF shall be solely responsible for provision of all salary, health and welfare benefits, workers' compensation insurance, liability insurance and other employment-related benefits to the SROs.

9. 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, District shall pay for services actually rendered through the termination date only.

10. HOLD HARMLESS AND INDEMNIFICATION

A. DISTRICT shall indemnify and hold harmless the County, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability, claim, damage or action whatsoever, based or asserted upon any act or omission of DISTRICT, its officers, employees, contractors, 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. DISTRICT shall defend, at its sole cost and expense, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, the County, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any such action or claim. With respect to any action or claim subject to indemnification herein by DISTRICT, DISTRICT shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes DISTRICT's indemnification of County. DISTRICT's obligations hereunder shall be satisfied when DISTRICT has provided to County the appropriate form of dismissal (or similar document) relieving the County from any liability for the action or claim involved. Any insurance coverage shall in no way limit or circumscribe DISTRICT's obligations to indemnify and hold harmless the County.

B. County shall indemnify and hold harmless the DISTRICT, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, elected and appointed officials, employees, agents and representatives from any liability, claim, damage or action whatsoever, based or asserted upon any act or omission of County, its officers, employees, contractors, 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. County shall defend, at its sole cost and expense, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, the DISTRICT, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, elected and appointed officials, employees, agents and representatives in any such action or claim. With respect to any action or claim subject to indemnification herein by County, County 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 DISTRICT; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes County's indemnification of DISTRICT. County's obligations hereunder shall be satisfied when County has provided to DISTRICT the appropriate form of dismissal (or similar document) relieving the DISTRICT from any liability for the action or claim involved. Any insurance coverage shall in no way limit or circumscribe County's obligations to indemnify and hold harmless the DISTRICT.

11. ASSIGNMENT Neither this Agreement nor any duties or obligations under this Agreement may be assigned by either party without prior written consent of other party.

12. 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.

13. 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, Sheriff
Post Office Box 512
Riverside, California 92502

District

Corona-Norco Unified School District
2820 Clark Avenue
Norco, California 92860
Attn.: Superintendent

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

14. WAIVER. Any waiver by either party 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 either party 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 the pertinent party from enforcement hereof.

15. 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.

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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.

CORONA-NORCO UNIFIED SCHOOL DISTRICT

Date:________________

By:________________
Kent L. Bechler, Superintendent

ATTEST:
Name:
Title:

By:________________

COUNTY OF RIVERSIDE

Date:________________

By:________________
Bob Buster, Chairperson,
Riverside County Board of Supervisors

ATTEST:
Name: Kecia Harper-Ihem
Title: Clerk of the Board

By:________________
Deputy

FORM APPROVED COUNTY COUNSEL
BY: NEAL R. KIPNIS 6/2/11
DATE

881
A

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

FROM: Transportation and Land Management Agency (TLMA)

SUBMITTAL DATE:
August 31, 2011

SUBJECT: Highgrove Chevron Gas Station Appeal of the Western Riverside County Transportation and Uniform Mitigation Fee (TUMF)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Deny Highgrove Chevron's appeal concerning its protested payment of TUMF; and
2. Authorize the Chairman to execute the attached proposed written decision; and
3. Direct the Clerk of the Board to forward the Board's decision letter to the Appellant and referral to the Western Riverside Council of Governments for review and final action.

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 of Riverside and sixteen (16) cities located in Western Riverside County. In 2002, the Riverside County Board of Supervisors (Board of Supervisors) adopted Riverside County Ordinance No. 824, which authorizes the County's participation in the TUMF fee program.

(Continued on Attached Page)

George A. Johnson
Director, Transportation and Land Management Agency

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:	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

Departmental Concurrence

Department Recommendation.: ☐ Consent ☒ Policy

Per Executive. Office: ☐ Consent ☒ Policy

Prev. Agn. Ref.: None | **District:** 5 | **Agenda Number:** 3.83

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD

The County collects the TUMF and forwards these fees to WRCOG in conformance with Ordinance No. 824, the WRCOG TUMF Fee Calculation Handbook and WRCOG adopted TUMF Administrative Plan.

Section 11.b.1 of Ordinance No. 824.11 provides that fees shall be paid prior to the issuance of a certificate of occupancy or final inspection. The fee payment shall be calculated based on the fee in effect at that time and fees shall not be waived. Section 11.4.d, indicates that fee appeals shall be filed with WRCOG in accordance with the provisions of the TUMF Administrative Plan. The TUMF Administrative Plan requires the Appellant to file a written request to the Board of Supervisors. The Board of Supervisors shall then forward its written decision to the WRCOG Executive Committee who shall determine a proper course of action and notify TLMA of its findings.

On July 13, 2011 and August 9, 2011, Highgrove Chevron submitted letters of protest for the TUMF fee calculated for the gas station project approved under CUP03577 and building permit number BNR090076 (Attachment 1 and 2). The applicant's protest centers around the amount of the TUMF allegedly quoted when the project began and the amount that was subsequently calculated by TLMA staff for the project. After meeting with WRCOG staff and reviewing the records and ordinance, TLMA responded to Highgrove Chevron in a letter dated August 11, 2011 (Attachment 3), indicating that TLMA, in consultation with WRCOG, could not find a basis in Ordinance No. 824 to waive or reduce the TUMF for this project. On August 22, 2011 Mr. Abugherir (Highgrove Chevron owner), filed an appeal with the Board of Supervisors (Attachment 4).

The denial by the Board today, due to the fact that Ordinance No. 824 does not contain an exemption or waiver directly applicable to this project, will allow this fee appeal to proceed to the WRCOG Executive Committee. The WRCOG Executive Committee has the discretion to review the record and award any fee adjustment or waiver to the applicant, Mr. Abugherir, if deemed appropriate.

In an effort to assist Mr. Abugherir and expedite the opening of his business, the Director of Building and Safety agreed to the following plan of action. The TUMF is required to be paid prior occupancy and was the last condition of approval to be satisfied for this project, the Building and Safety Director agreed to a partial payment of the TUMF, in addition to obtaining a Certificate of Deposit to serve as a guarantee of the remaining payment until such time as the appeal process is complete. This agreement allowed Mr. Abugherir to move into his facility on August 11, 2011.

Attachment

1

BNR090076
CUP03577

High Grove Plaza Partners, LLC

1349 Center Street, Riverside, California
(951) 660-4545

5867 Dora Ct
Riv, CA 92506

July 13, 2011

Ms. Dianna Ross / WR Cog.
County of Riverside
4080 Lemon Street
Riverside, CA 92501

Subject Site: CUP 03577, approved by Planning Commission on May 13, 2009
Board of Supervisors on June 16, 2009

Subject: TUMF fees Reduction Request

Dear Ms. Dianna Ross:

During the initial process of CUP 03577 and the Construction Documents, my Consultant had obtained the TUMF fees of $25,859.00, and then last week we went to the County Planning Department to obtain the amount of fees needed in order to obtain the Occupancy Permit and they gave us a fee of $38,157.68. Currently we barely can pay the original budgeted fee amount; therefore, we went back to the Planning and Transportation Departments to seek their assistant in a reduction of the TUMF fee, to our surprise, the two previous amounts were very wrong and a new fee of $118,560.24 given to us.

Prior to the redevelopment, this site was a Chevron Service Station with four Gasoline Dispensers; Eight Fuelling Positions existed in addition to two buildings one as a C-Store and the other was as a Tire Repair Shop.

Part of Conditions of Approval of CUP 03577 is to redevelop portions of Center Street and Highgrove Place to improve existing traffic conditions, by removing a planter island, relocating curb & gutter, installation of new street light, relocating storm drain catch basin, grind and overlay of existing pavement, installation of new raised median along Center Street and landscape improvement. In addition to the modification of existing Traffic Signal Loops and Timing.

About five years ago, the County installed a raised median along Iowa Avenue at the intersection of Center Street to mitigate existing traffic conditions, by doing so, our existing retail plaza suffered great deal of business loss. Now we are redeveloping the service station and the same condition was imposed on this lot as well to install a raised median along Center Street at the intersection of Iowa Avenue, which we believe it will prohibit any left turn into the site. Therefore, I believe that all of the raised median will not help my business to grow. On the other hand I understand that these mitigations are done for our safety and at the same time good traffic mitigations, but they cause traffic trips reduction to my facility and that's why I am appealing to you for waving the imposed fees.

My development contributed enough fees to mitigate existing and future traffic impact and it should be spared by waving the Imposed TUMF fee. The amount of fees and construction cost were as follows:

1.	Street Improvements per Bond Documents	$91,500.00
2.	Landscape Improvement per Bond Documents	$40,000.00

Additionally, I believe that my project improvement being completed within the Economic Development Agency's guidelines in improving Highgrove Community in providing quality building structures, quality and convenient services to the community and adding jobs to the local citizens and providing additional taxes to Highgrove Community and we are proud of being part of this community for so many years.

We are seeking your assistance us in waving the TUMF fee as part of the support to our project to succeed as we did our portion of the contribution to the Community at large. We are confident to have earned your approval and support to redevelop the site as it will bring new employment and tax dollar to the Highgrove Community and we are looking forward again to uphold all existing approvals in our client's favor, as we are ready to submit the Construction Documents to the County for construction permits.

Respectfully submitted;

High Grove Plaza Partners, LLC

951-660-4545 (cell)

Attallah Abughrir
Partner

Attachment 2

Project: Highgrove Chevron Gas Station Crisis

To whom it may concern:

I am writing to you today because my business partner and I are facing a serious problem with the Highgrove Chevron Gas Station project. There has been a considerable increase of permit fees from our original amount of $25,859 to $118,000. This new amount has been completely unexpected as well as misleading. Our project has taken an enormous amount of time and energy to get started and has had several delays from the County of Riverside inspection and review plans that made it difficult to complete, and in turn, has cost us financial hardships and a great deal of stress. This site has been a gas station, mini mart and tire shop business since the 1960's and all the way through early 1999. This site was deemed unsuitable because of environmental issues (mainly an underground leak) in which we began cleaning up at the end of 2001. We finally received the closure letter from the Regional Water in 2006 and since then it has taken us 5 years to complete. The cost of this project has been at least 20% more than what was expected. Our loan is $1,750,000 and our out of pocket expenses have reached just about $750,000. We feel that we did a great job with the design, layout, landscaping and street improvement. All of our fees are paid, which approximates to about $185,000 which includes, but is not limited to the County of Riverside, planning, transportation, fire, health and building safety.

Now this new problem we are facing of the incredible increase of permit fees will lead us to completely close down a business we have yet to open because the cost of our overhead, our bills and our bank payment-none of which we are paying because we are not generating any income. We have grocery items that will expire and dairy items that have already expired. Our employees continue to show up for work, however, we do not know how much longer they will continue to show up as we do not know how much longer they can wait. Our first fuel delivery was on 7/14/2011 to test and calibrate. We then had another delivery on 7/27/2011. Although fuel prices are going down, we purchased fuel at a higher price so that we could sell our fuel at cost to consumers and be in direct competition with the market. We currently have $120,000 in fuel and store inventory that cannot be sold because we have no permit. Fees that were submitted to us as stated above, were $25,859 which is what we submitted to the bank and paid by us on 8/4/2011. We have run out of money and if we do not open our doors, we will lose everything that took 30 years of hard work to build. Both my business partner and I each have a family of seven that we support. If we walk away from this project we will be out on the street because my credit and money are completely maxed out. In this tough economy, no one can afford to walk away from this; however, we are being left with little choice. We know that the Board of Supervisors and County do not want this to happen. We need the help of our County Supervisor by allowing us to open our doors for business. We are asking for the help of our County Supervisor to help us open our doors for business by granting us our permit so that this business can be a success and provide jobs and tax dollars to our community, state and country. Thank you for your time and consideration in this urgent matter.

Best Regards,

Attallah Abugherir

August 9, 2011

COUNTY OF RIVERSIDE
TRANSPORTATION AND LAND MANAGEMENT AGENCY
George A. Johnson
Agency Director

Carolyn Syms Luna
Director
Planning Department

Juan C. Perez
Director
Transportation Department

Mike Lara
Director
Building & Safety Department

Glenn Baude
Director
Code Enforcement Department

August 11, 2011

Attachment 3

Attallah Abugherir
High Grove Plaza Partners, LLC
5867 Dora Court
Riverside, CA 92506

RE: Protest of the Transportation Uniform Mitigation Fee (TUMF) – Riverside County Ordinance No. 824 for High Grove Chevron Gas Station and Convenience Store at 1340 Center Street, Riverside, CUP03577.

Dear Mr. Abugherir,

Regarding the protested payment of the TUMF per Riverside County Ordinance No. 824, we have reviewed your position that the calculated fee is excessive and was not communicated properly to you, however, the Transportation and Land Management Agency (TLMA) cannot find a basis in the Ordinance to waive or reduce this fee for you. The following summarizes our records on this case:

- The Conditional Use Permit (CUP03577) for this case was applied for in 12/18/07 and approved 7/21/09. On the conditions of approval (90.Trans.3), the condition states that fees shall be paid for WRCOG TUMF prior to final of the building permit.

- The building permit (BNR090076) was applied for on 8/27/09 and issued 12/20/10. On the building permit the condition for TUMF payment appeared twice under the prior to final milestone (90.Trans.3 and 90.Trans.999)

- On 6/28/10 the paperwork which calculates the mitigation fee payment for the TUMF payment was initiated and the fee was calculated as $38,157.68, based on the building square footage.

- Also, on 6/28/10 County staff discovered the error in the fee calculation before payment was made and calculated the fee according to the Fee Calculation Handbook as provided by WRCOG for Defined Use Types, in this case a gas station, Section 5.1. The calculation is based on the number of fuel filling positions, not structure square footage. The gas station as approved under building permit BNR090076 contains six (6) pumps and therefore, twelve (12) fuel filling positions. The TUMF fee per Ordinance 824.11 is currently reduced fifty percent (50%) and the resulting fee due is $ 118,560.24.

- Building and Safety permit number 418477/807828 from 1997 for a Fuel Dispenser Upgrade, confirms four (4) pumps which equals eight (8) fuel filling positions. A demolition permit (BDE000019, applied 2/7/2000) for Demolition of office and canopy to gas station, further supports that a gas station previously existed on site. Although

4080 Lemon Street, 14th Floor • Riverside, California 92501 • (951) 955-6838
P. O. Box 1605 • Riverside, California 92502-1605 • FAX (951) 955-6879

evidence shows a previous gas station on site, Section 8 (c), Exemptions, of Ordinance No. 824, states new development shall be exempt if it is a rehabilitation/reconstruction of any habitable structure in use on or after January 1, 2000, provided the same or fewer traffic trips are generated as a result thereof. TLMA could not apply this exemption because available records do not show the previous gas station was in use on or after January 1, 2000.

- On July 13, 2011, TLMA staff received a letter from you further protesting the TUMF payment. Included in your letter and in numerous conversations with County staff, you state that your consultant had obtained a TUMF fee quote of $25,859 from the County. TLMA has no record nor have you been able to provide any written documentation validating your claim that you were misinformed of the fee when you began funding of the project.

In summary, after reviewing the exemption section in Ordinance No. 824, TLMA staff determined that according to the ordinance language, a waiver, reduction or credit could not be granted. After meeting with TLMA and WRCOG staff it was determined that you would need to continue with the formal appeal process for TUMF payments as outlined in the WRCOG Administrative Plan (2008). Per WRCOG's TUMF Administrative Plan, you may request a further review of this item by the Riverside County Board of Supervisors by submitting a written request to the Riverside County Clerk of the Board within five (5) days of receiving this letter. Action by the Board may then be referred to the WRCOG Executive Committee for final determination of your appeal.

In a subsequent meeting with the Riverside County Building Official (on 8/10/11) and in an effort to expedite the opening of your business the following terms were agreed to. You (property owner) will obtain a Certificate of Deposit (CD), with the County named as a beneficiary in the amount of $50,000. The CD, in addition to the partial payment of $25,859 (claimed original quote, paid under MT110355) towards the TUMF, will serve as the guarantee of payment until such time as WRCOG makes its decision on your appeal. In addition, should WRCOG decide that additional funds are required towards the TUMF payment that such payment must paid in full prior to December 29, 2011.

Please feel free to contact me at (951) 955-6574 if you have any additional questions.

Sincerely,

Dianna Ross

Dianna Ross
TLMA Fee Administration

Cc:
George A. Johnson, Director of TLMA
Juan Perez, Director of Transportation Department
Mike Lara, Director of Building and Safety Department
Ed Cooper, Deputy Director of Administrative Services Division
Ruthanne Taylor-Berger, WRCOG Deputy Executive Director

Attachments:
Protest of Transportation Uniform Mitigation Fee – 1340 Center Street, Riverside Letter Dated July 13, 2011
Protest of Transportation Uniform Mitigation Fee – 1340 Center Street, Riverside Letter Dated August, 9, 2011

Attachment 4

High Grove Plaza Partners, LLC

1340 Center Street, Riverside, California 92507
Tel: (951) 682-9000, Cell (951) 660-4545

August 19 2011

Honorable Supervisor Marion Ashley
County of Riverside
Board of Supervisors
4080 Lemon Street
Riverside, CA 92501

Subject Site: CUP 03577, BNR 09-0076
Subject: ***Appeal Protest of the* TUMF fees** for Highgrove Chevron located at 1340 Center Street, Riverside

Honorable Supervisor Ashley:

Since the 1960's, this site was a gasoline service station with 24 nozzles in addition to two buildings, one as a Convenient Store and the other as a Tire Repair Shop. Due to an underground contamination this site was shut down in December 1998. In 1999/2000 we demolished the Convenient Store, dispensers, fueling canopy and removed underground storage tanks. In 2001 we started the contamination cleaning process which lasted till late 2006. The old tire shop building was demolished by the County of Riverside (EDA) in 2010.

In January 2007 we started the permitting process for the new gasoline service station with 12 nozzles. During the initial process of CUP 03577 and the Construction Documents, the County has given our consultant the TUMF fee of $25,859.00, which was used in the budget that was submitted to the bank for construction loan. Since then, the construction loan was approved and all permits were acquired and construction was underway. On late June of 2011; the construction activities were about completed; then the project manager went back to the County to obtain a formal request for the TUMF fee so it will be submitted to the bank to issue a check to the County, to our surprise a new TUMF fee was given to us in the amount of $38,157.68. I went back to the County to get a reason for the fee hike opposed to what we have been given in the past and a new third fee was handed to us in the amount of $118,560.24. In good faith we went ahead and deposited the original amount of $25,859.00. At this time we feel ***if the true numbers would have been told at the start, this may have been a deal breaker on even building or developing this property.***

I believe that my project improvement should be taken in great consideration; since it was completed within the Economic Development Agency's guidelines and vision to improve Highgrove Community in providing a quality building structures, quality and convenient services and improving the existing roadway improvements and existing traffic signal apparatus for better traffic circulation and safety, in addition to adding more than **12 new jobs** in the area to the local citizens and new **tax** revenue to the County and down to our community. We are truly proud of being part of this community.

Additionally, during the process of planning, preparation of the construction documents and permitting and construction activities, this project provided many jobs to the local engineers, and contractors not forgetting the tens of thousands paid to the County various departments for plan check fees and permits.

Part of the new Conditions of Approval of CUP 03577 is to redevelop portions of Center Street and Highgrove Place to improve existing traffic conditions, by removing a planter island, relocating curb & gutter, installation of new street light, relocating storm drain catch basin, grind and overlay of existing pavement, installation of new raised median along Center Street and landscape improvement in Public Right of Way along three streets. In addition, a major modification to the existing Traffic Signal Loops and Timing was done under this redevelopment.

The amount of fees and construction cost were as follows:

1. Street Improvements per Bond Documents $91,500.00
2. Landscape Improvement per Bond Documents $40,000.00

My development contributed enough fees to mitigate existing and future traffic impact and it should be spared by waiving or reducing the Imposed TUMF fee.

Current economic conditions and rise of operating cost to maintain this project open for business and service without the fear of failure is requiring not imposing any additional fees and/or monthly dues. The following cost is just to keep the doors open:

OPERATING EXPENSES	
Mortgage Loan Payment	$11,500
Payroll (w/burden)	$12,000
Worker's Comp Insurance	$00,700
Credit Card Fees @ 3.4 c/p/g	$06,171
Utilities	$04,000
Store Supplies	$00,350
Shrinkage @ 0.75%	$00,338
Repair & Maintenance	$01,000
Property Insurance	$00,600
Landscaping	$00,250
Miscellaneous	$00,250
Property Taxes @1.07%	$01,926
Fees and Permits	$00,600
Extra Mile Royalty Fees	$02,700
Equipment Lease	$00,500
TOTAL OPERATING EXPENSE	**$42,885**

I am seeking your assistance to us in waving or reducing at least to the original given TUMF fee amount as part of the support to our project to succeed as we did our portion of the contribution to the Community at large. Without your help and assistance this project is doomed to failure from the start. We are confident to have earned your support to keep this project alive for improvement of this community and bring new employment and tax dollar.

Respectfully submitted;

High Grove Plaza Partners, LLC

Attallah Abughrir
Partner

SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT
21865 East Copley Drive, Diamond Bar, CA 91765

PERMIT TO OPERATE

Permit No.
N5587
A/N 334821

This [illegible]
If th[illegible]

Legal Owner
or Operator:

CALIFORNIA SPEEDWAY, CHEVRON, DBA
5455 E LA PALMA AVE UNIT C
ANAHEIM, CA 92807

ID 114285

Equipment Location: 323 IOWA ST, RIVERSIDE, CA 92507

Equipment Description:

Fuel Storage and Dispensing Facility Consisting of:

1) 24 - GASOLINE DISPENSING NOZZLES, EQUIPPED WITH PHASE II VAPOR RECOVERY SYSTEM, BALANCE RETRACTOR (G-70-52-AM).

2) 1 - GASOLINE UNDERGROUND STORAGE TANK, 10,000-GALLON CAPACITY, EQUIPPED WITH PHASE I VAPOR RECOVERY SYSTEM (G-70-97-A), NOT METHANOL COMPATIBLE.

3) 1 - GASOLINE UNDERGROUND STORAGE TANK, 8,000-GALLON CAPACITY, EQUIPPED WITH PHASE I VAPOR RECOVERY SYSTEM (G-70-97-A), NOT METHANOL COMPATIBLE.

4) 1 - GASOLINE UNDERGROUND STORAGE TANK, 4,000-GALLON CAPACITY, EQUIPPED WITH PHASE I VAPOR RECOVERY SYSTEM (G-70-97-A), NOT METHANOL COMPATIBLE.

Conditions:

1. OPERATION OF THIS EQUIPMENT SHALL BE IN COMPLIANCE WITH ALL DATA AND SPECIFICATIONS SUBMITTED WITH THE APPLICATION UNDER WHICH THIS PERMIT WAS ISSUED, UNLESS OTHERWISE NOTED BELOW.

2. THIS EQUIPMENT SHALL BE PROPERLY MAINTAINED AND KEPT IN GOOD OPERATING CONDITION AT ALL TIMES.

3. PHASE I VAPOR RECOVERY SYSTEMS SHALL BE IN FULL OPERATION WHENEVER FUEL IS BEING TRANSFERRED INTO STORAGE TANKS.

4. PHASE II VAPOR RECOVERY SYSTEMS SHALL BE IN FULL OPERATION WHENEVER FUEL IS BEING TRANSFERRED INTO MOTOR VEHICLES, AS DEFINED IN RULE 461.

5. ALL PHASE I AND PHASE II VAPOR RECOVERY EQUIPMENT AT THIS FACILITY SHALL BE INSTALLED, OPERATED AND MAINTAINED TO MEET ALL CALIFORNIA AIR RESOURCES BOARD CERTIFICATION REQUIREMENTS.

FILE COPY

6. PHASE II VAPOR RECOVERY SYSTEMS SHALL BE INSTALLED, OPERATED, AND MAINTAINED SUCH THAT THE MAXIMUM ALLOWABLE PRESSURE DROP THROUGH THE SYSTEM INCLUDING NOZZLE, VAPOR HOSE, SWIVELS, AND UNDERGROUND PIPING DOES NOT EXCEED THE DYNAMIC BACK PRESSURE RATES DESCRIBED BY THE CALIFORNIA AIR RESOURCES BOARD EXECUTIVE ORDER BY WHICH THE SYSTEM WAS CERTIFIED:

NITROGEN FLOWRATES (CFH)	DYNAMIC BACK PRESSURE (INCHES OF WATER)
40	0.16
60	0.35
80	0.62

BY JANUARY 1, 1998, AND AT LEAST ONCE EVERY FIVE CALENDAR YEARS FROM THE ISSUANCE DATE OF THIS PERMIT, DYNAMIC BACK PRESSURE TESTS SHALL BE CONDUCTED TO DETERMINE THE PHASE II SYSTEM VAPOR RECOVERY BACK PRESSURE RATES. THE TESTS SHALL BE CONDUCTED IN ACCORDANCE WITH CARB TEST PROCEDURE METHOD TP-201.4. RESULTS SHALL BE SUBMITTED TO THE DISTRICT, OFFICE OF STATIONARY SOURCE COMPLIANCE, WITHIN THIRTY (30) DAYS OF TESTS.

THE AQMD SHALL BE NOTIFIED AT TELEPHONE NUMBER (909) 396-3886 AT LEAST TWENTY-FOUR HOURS PRIOR TO TESTING. SUCH NOTIFICATION SHALL INCLUDE THE NAME OF THE OWNER OR OPERATOR; THE NAME OF THE CONTRACTORS; THE LOCATION OF THE FACILITY; AND THE SCHEDULED START AND COMPLETION DATES OF THE DYNAMIC BACK PRESSURE TEST.

7. BY JANUARY 1, 1998, AND AT LEAST ONCE EVERY FIVE CALENDAR YEARS FROM THE ISSUANCE DATE OF THIS PERMIT, A STATIC PRESSURE LEAK DECAY TEST SHALL BE CONDUCTED TO DETERMINE THE PHASE II SYSTEM VAPOR RECOVERY BACK PRESSURE RATES. THE TEST SHALL BE CONDUCTED IN ACCORDANCE WITH CARB TEST PROCEDURE METHOD TP-201.3. RESULTS SHALL BE SUBMITTED TO THE AQMD, OFFICE OF STATIONARY SOURCE COMPLIANCE, WITHIN THIRTY (30) DAYS OF TEST.

THE AQMD SHALL BE NOTIFIED AT TELEPHONE NUMBER (909) 396-3886 AT LEAST TWENTY-FOUR HOURS PRIOR TO TESTING. SUCH NOTIFICATION SHALL INCLUDE THE NAME OF THE OWNER OR OPERATOR; THE NAME OF THE CONTRACTORS; THE LOCATION OF THE FACILITY; AND THE SCHEDULED START AND COMPLETION DATES OF THE STATIC PRESSURE LEAK DECAY TEST.

NOTICE

IN ACCORDANCE WITH RULE 206, THIS PERMIT TO OPERATE OR COPY SHALL BE POSTED ON OR WITHIN 8 METERS OF THE EQUIPMENT.

FILE COPY

SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT
21865 East Copley Drive, Diamond Bar, CA 91765

PERMIT TO OPERATE

THIS PERMIT DOES NOT AUTHORIZE THE EMISSION OF AIR CONTAMINANTS IN EXCESS OF THOSE ALLOWED BY DIVISION 26 OF THE HEALTH AND SAFETY CODE OF THE STATE OF CALIFORNIA OR THE RULES OF THE AIR QUALITY MANAGEMENT DISTRICT. THIS PERMIT CANNOT BE CONSIDERED AS PERMISSION TO VIOLATE EXISTING LAWS, ORDINANCES, REGULATIONS OR STATUTES OF OTHER GOVERNMENT AGENCIES.

EXECUTIVE OFFICER

Dorris M. Bailey

By Dorris M. Bailey/cdw
1/30/1998

FILE COPY

CNB Commerce National Bank

July 25, 2011

Attallah Abugherir, General Partner
HIGH GROVE PLAZA PARNTERSHIP
1340 Center Ave
Riverside, CA 92507

RE: SBA Loan Financing for Ground-up Construction of Chevron Gas Station

Dear Mr. Abugherir:

Your SBA loan with Commerce National Bank in the amount of $1,750,000.00 was approved on July 26, 2010. The SBA financing approval was in part based on the bank's review and analysis of the project budget submitted at time of loan application.

A portion of your project budget included estimated costs for Open Space Fee-$3,430.00, DIFF Fee-$5,421.00 and TUMF Fee-$25,859.00. The costs of these fees as presented at the time of loan application (see Exhibit A – attached) were taken into consideration in determining the SBA loan amount.

Thank you,
Commerce National Bank

Gordon Glariada
SBA Lending

Tel: 949.870.4433
Fax: 949.428.2461
Email: gglariada@commercenatbank.com

Exhibit N SBA App. #?.3

Bank Exhibit

Highgrove Plaza Detailed Expenses
1340 Center Ave
Riverside, CA 92507

		Total	Paid to Date	Due
County of Riverside Planning Fees				
	CUP03577, EA41677/CFG	$ 37,556.71	$ 37,556.71	$ -
County of Riverside Construction				
Plancheck & Permit Fees	CUP03577S1	$ 2,158.30	$ 2,158.30	$ -
	Lot Line Adjustment	$ 2,044.40	$ 2,044.40	$ -
	Dedication/vacation	$ 5,698.10	$ 5,698.10	$ -
	Grading Plan	$ 4,714.00	$ 4,714.00	$ -
	Building Construction	$ 11,995.20	$ 11,995.20	$ -
	Transportation	$ 10,304.30	$ 10,304.30	$ -
	Landscape	$ 3,330.00	$ 1,530.00	$ 1,800.00
	Annexation Fees	$ 4,238.00	$ 4,238.00	$ -
	Flood Department	$ 5,000.00	$ 5,000.00	$ -
	Fire Department	$ 836.00	$ 519.00	$ 317.00
	Health Department	$ 3,269.00	$ 3,269.00	$ -
	SKR Fee	$ 250.00	$ 250.00	$ -
	Open Space	$ 3,430.00		$ 3,430.00
	Developer Fee	$ 1,853.00		$ 1,853.00
	DIFF	$ 5,421.00		$ 5,421.00
	TUMF Fees	$ 25,859.00		$ 25,859.00
	Bonds	$ 4,410.00		$ 4,410.00
	City Counsel	$ 568.50	$ 568.50	$ -
Regional Water Control Board		$ 872.00	$ 872.00	$ -
South Coast Air Quality		$ 1,337.22	$ 1,287.22	$ 50.00
City of Riverside				$ -
	Sewer Department	$ 3,604.50	$ 3,604.50	$ -
	Water Department	$ 20,942.00		$ 20,942.00
Southern California Edison				
	Relocate Facilities	$ 8,135.54		$ 8,135.54
	Street Light Installation	$ 2,073.88		$ 2,073.88
Telephone				
Southern Cal Gas				$ -
RAMCAM Engineering Design				
	Planning Design w/ Reimbursable	$ 47,432.21	$ 47,432.21	$ -
	Rk Engineering Traffic Impact	$ 7,200.00	$ 7,200.00	$ -
	RK Engineering Shared parking	$ 7,430.00	$ 7,430.00	$ -
	Geotechnical and Soils	$ 3,650.00	$ 3,650.00	$ -
	Printing and Reprographics	$ 1,900.23	$ 1,900.23	$ -
	Construction Documents.	$ 60,150.00	$ 50,000.00	$ 10,150.00
	Dedication/Vacation/Survey Desigr	$ 4,160.00		$ 4,160.00
	Paleo Report	$ 980.00	$ 980.00	$ -
	Title Report	$ 500.00	$ 500.00	$ -
	Archaeological Associates	$ 2,500.00		$ 2,500.00
	Revised Landscape	$ 1,500.00		$ 500.00
	Printing and Reprographics	$ 4,200.02	$ 4,200.02	$ -
	Bonds			
	Faithful Performance Landscape	$ 1,200.00		$ 1,500.00
	Grading Agreements	$ 30.00		$ 1,500.00
	Transportation Faithful Performanc	$ 2,940.00		$ 1,500.00
	Transportation Material and Labor	$ 1,470.00		$ 1,500.00
		$ 317,143.11	$ 218,901.69	$ 97,601.42

Expense Budget

Planning	Budget
Lot Line Adjustment	
Street Vacation/Dedication	
PP Landscape	
CC&Rs	
Construction	**Budget**
Street Improvement	
Street Lighting	-
Grading Plan	-
landscape	-
Sigining &Striping	-
Street Light Annex	
Traffic Signal Annex	-
Landscape Mainteance	-
Street Sweeping	
WQMP and Grading	
Fire Building	
Fire Water Line	307
Fire UST	
Fire Healy	
Health UST	
Health Food Services	
Health Advantex	
Building	
Canopy	
Trash Enclosure	
Aerial Lights	
Grading Plan	
Paleo	
Archeo	
Open Space fee	3,430
SKR Fee	
Developer fee (school)	1,853
County Service Area	
Water Company	20,942
DIFF	5,421
TUMF fee	25,859
Transporation Inspection	2,799
Misc Fees	1,000
Landscape Secrutrites	1,800
Total Expenses	**Budget**

HiglCheck	Date	$ 36,191.86	CUP03577 Planning Fees
		$45,000.0	
		($1,500.0)	CUP additional supplemental fees
		($1,020.0)	Transporation Department
		($3,485.3)	Additional Transporation Fee
		($1,789.0)	County Environmental Health UST
		($1,480.0)	County Environmental Health Food Facilities
		($5,000.0)	County of Riverside Flood Department
		($1,000.0)	Dedication
		($1,638.1)	Street Vacation
		($1,138.3)	Substantial Conformance
		($683.4)	Lot Line Adjustment
		($722.9)	Aerial Lights
		($672.7)	Trash Enclosure
		($742.0)	Wall Permit
		($9,857.6)	Commerical building
		($4,714.0)	Commerica Grading
		($1,020.0)	Additional Funds for Survey
		($418.5)	City of Riverside ~~Water Installation review~~ counsel fee
		($800.00)	LLA additional funds
		($500.0)	Preliminary Title report
		($510.0)	Landscape Plan review
		($519.0)	County Fire Department
		($980.00)	CRM Tech Paloe Report
		($2,261.3)	Printing and Reprographics
		($357.0)	additional lot line adjustment fees
		($1,020.0)	additional funds CUP03577S1
5794	11/24/09	($204.0)	addiitonal fund for LLA05352
5807	12/3/09	($2,500.0)	Annexation fee
5810	12/3/09	($1,020.0)	vacation
5796	11/24/09	($105.0)	cc&Rs recordation fee
5808	12/3/09	($1,020.0)	adiditonal funds for dedication
		$12,000.0	check no. 614 additional plancheck fees
5839	12/28/09	($1,738.0)	EDA Engineers Report
		($23.0)	recording fees
		($36.0)	recording fees
5840	12/29/09	($1,020.0)	Plot Plan additional fees
		($3,604.5)	Sewer Capacity Fee
		($1,938.9)	Printing and Reprographics
		$5,799.0	
		($3,000.0)	County Planchek fee Transporation
		($250.0)	SKR fee
		$2,510.5	

+50 Recording fees.

23.

36

This is without sewer connections fees

Highgrove Plaza Detailed Expenses
1340 Center Ave
Riverside, CA 92507

County of Riverside Planning Fees		Total	Paid to Date	Due
	CUP03577, EA41677/CFG	$ 37,556.71	$ 37,556.71	$ -
County of Riverside Construction				
Plancheck &Permit Fees	CUP03577S1	$ 2,158.30	$ 2,158.30	$ -
	Lot Line Adjustment	$ 2,044.40	$ 2,044.40	$ -
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	Grading Plan	$ 4,714.00	$ 4,714.00	$ -
	Building Construction	$ 11,995.20	$ 11,995.20	$ -
	Transportation	$ 10,304.30	$ 10,304.30	$ -
	Landscape	$ 3,330.00	$ 1,530.00	$ 1,800.00
	Annexation Fees	$ 4,238.00	$ 4,238.00	$ -
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	Fire Department	$ 836.00	$ 519.00	$ 317.00
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City of Riverside				$ -
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	Relocate Facilities	$ 8,135.54		$ 8,135.54
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	Archaeological Associates	$ 2,500.00		$ 2,500.00
	Revised Landscape	$ 1,500.00		$ 500.00
	Printing and Reprographics	$ 4,200.02	$ 4,200.02	$ -
	Bonds			

Off Site Street Improvement Construction Iter	$ 103,123.00		$ 103,123.00
On-Site Construction Items	$ 181,007.80		$ 181,007.80
On-Site Fire Services	$ 13,615.00		$ 13,615.00
Off-Site Fire Services	$ 13,816.00		$ 13,816.00
On-Site Water Services	$ 4,020.00		$ 4,020.00
Building Construction	$ 404,203.00		$ 404,203.00
Fuel Area Canopy and Chevron canopy lightir	$ 62,065.00		$ 62,065.00
Fueling System	$ 201,713.00		$ 201,713.00
Subtotal	$ 983,562.80		$ 983,562.80
Contractor's General Conditions	$ 59,845.00		$ 59,845.00
Contractor's Overhead and Profit 7%	$ 78,225.59		$ 78,225.59
Total Construction	$ 1,121,633.39		$ 1,121,633.39
Fuel System Equipment	$ 277,847.00		$ 277,847.00
Total Construction & Fuel Equipment	**$ 1,399,480.39**		$ 1,399,480.39
Additional Construction Items			
Sign Package	$ 70,000.00		$ 70,000.00
Surveying	$ 8,400.00		$ 8,400.00
Soil Compaction testing onsite and offsite	$ 5,435.00		$ 5,435.00
Special Inspections	$ 2,500.00		$ 2,500.00
Chevron Extramile C-Store Interior Equipment/EX ext Signs	$ 98,500.00		$ 98,500.00
Chevron Refresh Equipment/Signage	$ 23,100.00		$ 23,100.00
3000 gal, grease interceptor/sanitary sewer	$ 14,592.30		$ 14,592.30
Security Camera System	$ 12,000.00		$ 12,000.00
	$ 234,527.30		

Construction Items	**$**	**1,399,480.39**
Engineering Design & Permit Items	$	317,143.11
Construction Management @3.5% of the total of 1,399,480.39		$ 48,981.81
Total Additional Construction Items	$	234,527.30
Loan Amount	**$**	**2,000,132.61**
Contingency		

Money Due			
Building Permit	BNR090076	$ 228.58	money due to building plancheck, additional money shall be deposit to cover final review of compaction report
Building Permit	BAS100130	$ 408.00	money due for the canopy review altough approved
Building Permit	SUR09043	$ 510.00	money due for survey (dedicatin) although approved and recorded
Building Permit	Landscape	$ 1,800.00	Landcape inspection fees
Building Permit	Trans		Transporation inspection fees
Building Permit	Planning		cashier check for grading bond
Building Permit	BNR090076	$ 853.00	Fire department division
Final Inspection	BNR090076	$ 3,430.00	Open Space Fee
Final Inspection	BNR090076	$ 1,853.00	Developer fee
Final Inspection	City of RVSD	$ 20,942.00	Water Company
Final Inspection	BNR090076	$ 5,421.00	DIFF
Final Inspection	BNR090076	$ 25,859.00	TUMF Fee
Final Inspection	Edison	$ 8,135.00	Edison (relocate facilities)
Final Inspection	Edison	$ 2,073.88	Edison (Street Light Installation)

PERMIT ASSISTANCE CENTER
CASE INFORMATION

Case #: MT 110355 A P D	Amount: $ 38,157.68
Case #: A P D	Amount:
Case #: A P D	Amount:
Case #: A P D	Amount:

DATE: ____________________

TOTAL $38,157.68

Please take this sheet to the Cashier at time of payment.
Thank You

326-001 (Rev 6/06)

CUP03577

Non-Residential Western TUMF Fee Worksheet

Building Permit Number BNR090076

		Determining Department
3942	* Square Footage of Building store only	Plan Check
35	Defined Use Type (Fuel Filling Stations, Group Quarters, Congregate Care Facilities and Nursing Homes, Mini Warehouses and Rental Storage, Golf Courses, Wholesale Nurseries, Retail Nurseries/Garden Centers, Warehouse/Distribution Centers)	Planning
22,626	Fee Payment Square Footage from A.2.2 worksheet	Planning
retail	Fee Category (Industrial, Retail Commercial, Service Commercial, Class A or Class B)	Planning
$ 0	RBBD (Road & Bridge Benefit District) Total Credit Amount	Transportation

Rate Used per Sq. Ft.

RBBD MT Reference No.

WTUMF MT Number

Transportation Permit Name

Plan Checkers Name: B. Lewis

Planners Name Fee Administrator: Dianna Ross

Trans. Planner Employees Name (for RBBD Credit)

retail @ 5.24 x 22,626 = $118,560.24

* The gross floor area of non-residential developments is defined as the sum, measured in square feet, of the area at each floor level, including cellars, basements, mezzanines, penthouses, corridors, lobbies, stores and offices, that are included within the principal outside faces of the exterior wall of the building or structure, not including architectural setbacks or projections. Included are all stories or areas that have floor surfaces with clear standing head room (at least 6 feet, 6 inches) regardless of their use. Where a ground level area, or part thereof, within the principal outside faces of the exterior walls of the building or structure is left un-roofed (such as a garden center at a home improvement store), the gross floor area of the un-roofed portion will be added to the overall square footage of the building for the purpose of the non-residential fee calculation unless the unroofed area is solely provided for architectural or aesthetic purposes. (WRCOG TUMF Calculation Handbook - Revised 08/09/06, Adopted 05/01/06)

Revised 12/28/06

Worksheet A.2.2 *Fuel Filling Station TUMF Calculation Worksheet*

1. [12] x **1,885.5** = [22,626] ← **Total A**

Enter Total Number of Fuel Filling Positions

2. [3912] ← **Total B**

Enter Total Gross Floor Area of Buildings (in square feet)

3. [22,626] ← Enter this value as (part of) the Total Gross Floor Area of Retail Buildings in Worksheet A.2.1

Enter the greater of Total A and Total B

COUNTY OF RIVERSIDE

September 13, 2011

Attallah Abugherir
High Grove Plaza Partners, LLC
Highgrove Chevron Gas Station
5867 Dora Court
Riverside, CA 92506

RE: Request for Review by the Board of Supervisors of the Transportation Uniform Mitigation Fee Program Ordinance No. 824 (TUMF) Appeal from High Grove Plaza Partners, LLC for the Highgrove Chevron Gas Station and Convenience Store approved under CUP03577, located at 1340 Center Street, Riverside.

Dear Mr. Abugherir:

This correspondence is in response to your request for our review of the appeal you have submitted regarding your protest that the payment required for TUMF for your project should be waived or reduced. In accordance with Ordinance No. 824 and the TUMF Administrative Plan, the Board of Supervisors for the County of Riverside (Board) shall consider the appeal and a written decision shall be forwarded to the Western Riverside Council of Governments (WRCOG). The following decision made regarding this appeal is based on the information provided by Transportation and Land Management Agency staff (TLMA) and correspondence exchanged between your organization and TLMA.

We have reviewed the matter including your protest letters submitted and TLMA's response thereto. Based on our review, we find the actions and determinations previously made by TLMA on August 11, 2011 were in accordance and consistent with the Riverside County ordinances and policies adopted by this Board as well as the TUMF Administration Plan. Copies are attached for your reference. Development mitigation fees such as the Western Riverside County TUMF are applied to all new development with the program boundaries as provided in the ordinance. The Building and Safety Department is authorized to levy and calculate the fees as provided in the TUMF Fee Calculation Handbook and collect in accordance with Ordinance No. 824, and in your case, staff could not find a basis in the ordinance language to grant a waiver, reduction or credit.

In accordance with the TUMF Administrative Plan, we shall forward this written decision to the WRCOG for review. If WRCOG Executive Committee disagrees with this decision, the WRCOG Executive Committee shall determine a proper course of action and notify the County of its findings.

Sincerely,

Bob Buster, Chairman
Riverside County Board of Supervisors

Attachments: Ordinance No. 824.11
WRCOG TUMF Administrative Plan revised 8/4/08

ORDINANCE NO. 824
(AS AMENDED THROUGH 824.11)
AN ORDINANCE OF THE COUNTY OF RIVERSIDE
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. TITLE. This ordinance shall be known as the "Western Riverside County Transportation Uniform Mitigation Fee Program Ordinance of 2010" ("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.

<u>Section 3</u>. 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.

<u>Section 4</u>. 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.

<u>Section 5</u>. DEFINITIONS. As used in this ordinance, the following terms shall have the following meanings:

a. <u>Area Plan</u>. 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., or any other provision of this ordinance, the following TUMF fee schedule shall apply for the period commencing on February 12, 2011 and ending on March 11, 2011, unless otherwise amended or repealed by the Board:

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. 824.10. If reduced fees are paid pursuant to this section at the issuance of a building permit and either the building permit or the application there for 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.

c. 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.

d. Expiration. As of December 31, 2011, 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.

Adopted:
824 Item 3.55 of 12/10/2002 (Eff: 02/08/2003)

Amended:
824.1 Item 9.2 of 12/21/2004 (Eff: 03/01/2005)
824.2 Item 16.3 of 05/02/2006 (Eff: 07/03/2006)
824.3 Item 15.7 of 05/01/2007 (Eff: 07/02/2007)
824.4 Item 15.2 of 05/20/2008 (Eff: 07/19/2008)
824.5 Item 3.79 of 07/01/2008 (Eff: 07/01/2008)
824.6 Item 16.3 of 04/28/2009 (Eff: 06/27/2009)
824.7 Item 3.33 of 12/1/09 (Eff: 12/31/2009) (Except that Section 6. subsection a.(4) shall take effect sixty (60) days after its adoption.) (Eff: 01/31/2010)
824.8 Item 3.70 of 12/14/2010 (Eff: immediately)
824.9 Item 3.81 of 01/11/2011 (Eff: immediately)
824.10 Item 3.27 of 01/25/2011 (Eff: 02/24/2011)
824.11 Item 3.42 of 02/08/2011 (Eff: immediately)

EXHIBIT "A"

MAP OF WESTERN RIVERSIDE COUNTY & REGIONAL SYSTEM

EXHIBIT "B"

WRCOG BOUNDARY OF COUNTY

Transportation Uniform Mitigation Fee

ADMINISTRATIVE PLAN

Revised August 4, 2008

PREPARED BY THE WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
RIVERSIDE COUNTY ADMINISTRATIVE CENTER ANNEX
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Western Riverside Council of Governments (WRCOG)

Administrative Plan for the

Western Riverside County Transportation Uniform Mitigation Fee (TUMF) Program

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Preamble

Future development within Western Riverside County will result in traffic volumes exceeding the capacity of the Regional System of Highways and Arterials (RSHA or Regional System) as it presently exists. The Regional System needs to be expanded to accommodate anticipated future growth; current funds are inadequate to construct the Regional System needed to avoid the unacceptable levels of traffic congestion and related adverse impacts.

The TUMF Program will provide significant additional funds from new development to make improvements to the Regional System, complementing funds generated by Measure A and the Reauthorized Measure A, local transportation fee programs, and other potential funding sources. By establishing a fee on new development in the sub-region, local agencies can establish a mechanism by which developers will effectively contribute their "fair share" toward sustaining the regional transportation system. This is a twenty-year program and will be influenced by a variety of market factors that could cause a shortfall or surplus in the revenue projections. The TUMF Program shall be reviewed at fewer than five-year intervals to ensure the integrity of the program with the first review occurring in June of 2005. The program is not designed to be the only source of revenue to construct the identified facilities, and it will be necessary for matching funds from a variety of available sources to be provided.

It is the intent that TUMF requirements may be met by paying cash, building eligible facilities or through public financing, such as Community Facility Districts and Assessment Districts, or private financing vehicles consistent with local jurisdiction policies.

General TUMF Program parameters, definitions and procedures are described in the TUMF Program Ordinance adopted by participating Western Riverside County jurisdictions. The Western Riverside Council of Governments (WRCOG) is designated as the TUMF Program Administrator, and as such will work closely with member jurisdictions, the Riverside County Transportation Commission, and the Riverside Transit Agency to coordinate transportation expenditure programs to maximize the effectiveness of future transportation investments. The Program Administrator, WRCOG, agrees to indemnify, defend and hold harmless any TUMF Program participant, and its respective agents, officers, members, officials, employees, and attorneys, whose TUMF Ordinance is challenged in court, from and against all claims, liabilities, damages, or costs of any kind whatsoever, including attorneys' fees and court costs; provided, however, that such indemnity and defense shall not extend or apply to challenges alleging procedural defects in the adoption of the TUMF Ordinance.

"TUMF Administrative Plan" means the Administrative Plan for the Western Riverside County TUMF Program prepared by WRCOG dated March 24, 2003, in substantially the form approved by the WRCOG Executive Committee on April 7, 2003, as may be amended from time to time, provided that, any material amendments to the TUMF Administrative Plan shall be approved by WRCOG Executive Committee."

This Administrative Plan serves as the guideline to implement the TUMF Program and will be amended as needed to address changing conditions over the life of the program.

I. Purpose - The Purpose of this Administrative Plan is to provide those jurisdictions and agencies that are participants in TUMF Program with guidelines and policies for implementation of the TUMF Program. This Administrative Plan specifies implementation and responsibilities for the TUMF Program.

TUMF Program funds may only be used for capital expenditures associated with the Regional System of Highways and Arterials and for capital expenditures for transit system improvements consistent with the TUMF Nexus Study. These purposes include expenditures for the planning, environmental review, engineering and design costs, right of way acquisition, and administrative costs.

II. Authority - The TUMF Program applies to those jurisdictions in Western Riverside County (County of Riverside and the Cities of Banning, Beaumont, Calimesa, Canyon Lake, Corona, Hemet, Lake Elsinore, Moreno Valley, Murrieta, Norco, Perris, Riverside, San Jacinto, Temecula, Wildomar and the March JPA) that have adopted and are implementing the TUMF Program Ordinance. The TUMF Program has been developed pursuant to and consistent with authority provided in the requirements of California Government Code Chapter 5 Section 66000-66008 Fees for Development Projects (also known as California Assembly Bill 1600 (AB 1600 or the Mitigation Fee Act) which governs the assessment of development impact fees in California. The Mitigation Fee Act requires that all local agencies in California, including cities, counties, and special districts follow two basic rules when instituting impact fees as follows:

A. Establish a nexus or reasonable relationship between the development impact fee's use and the type of project for which the fee is required;

B. The fee must not exceed the project's proportional "fair share" of the proposed improvement and cannot be used to correct current problems or to make improvements for existing development.

III. Imposition of and Participation in the TUMF Program - Participating jurisdictions in Western Riverside County are responsible for collecting the fees on new development within their jurisdictions. To be considered a participant in the TUMF Program a jurisdiction must have an effective date for the TUMF Ordinance of no later than June 1, 2003 and adopt any amendment of the TUMF Ordinance within ninety (90) days of approval by the WRCOG Executive Committee unless otherwise directed by the WRCOG Executive Committee. The local jurisdictions must adopt the Model TUMF Ordinance and any amendments as prepared by WRCOG staff and approved by the WRCOG Executive Committee. Participating jurisdictions shall not modify the Model TUMF Ordinance, except to meet local municipal codes and references. Further, in order to be considered a participating jurisdiction, local jurisdictions shall collect the full TUMF and transmit the fee to WRCOG as provided herein.

Those jurisdictions that have ordinances with an effective date after June 1, 2003 or opt out of the TUMF Program and decide to participate at a later date must remit to WRCOG the amount of TUMF Program fees for new development that were not collected by the jurisdiction. In order to verify the amount of revenue that would have been collected during the period in which a jurisdiction did not participate, said jurisdiction shall provide WRCOG with an annual report of building permit activity by the land uses identified in the Nexus Study. The remittance of the fee can be accomplished either in a lump sum or through a separate MOU with WRCOG with a repayment schedule. Those jurisdictions that are not considered participants in the TUMF Program shall not be eligible to participate in the TUMF Program or the decision-making processes as more fully described in this document.

Non-participating jurisdictions will be ineligible to vote on any TUMF Program item and to receive their share of an estimated $970 million in local streets and roads funds that will be allocated from the Reauthorized Measure A.

A. **Expiration Of Building Permits** - If a building permit should expire, is revoked, or is voluntarily surrendered and is, therefore voided and no construction or improvement of land or construction has commenced, then the applicant is entitled to a refund of the TUMF (Fee) collected which was paid as a condition of approval, less administration. The fee payer shall submit an application for a refund to the local jurisdiction who will forward it to WRCOG for processing.

The applicant must pay the appropriate TUMF in full if he reapplies for the permit.

If a development project is partially under construction at the time of the effective date of the TUMF Ordinance, the TUMF shall be paid only on that portion of the development for which a building permit is next issued.

B. **Calculation of the TUMF** - Each participating jurisdiction shall calculate and collect the TUMF for projects as outlined in the Fee Calculation Handbook. For residential, the fee is based on the number of units and for non-residential the fee is based on the square footage. This method of calculation may be different from how the local development impact fee is determined.

The TUMF shall be calculated using the most current fee schedule in effect at the time the fee is due. Participating jurisdictions are prohibited from freezing TUMF by such means as "locking" a fee rate by paying a deposit or a portion of the fee prior to the date the fee is due or by entering into a Development Agreement or other agreement with a developer that freezes the fee at a certain level Partial Payments or Deposits: WRCOG discourages the use of deposits and partial payments as it will create additional reporting requirements for the jurisdictions and may give the developer the impression that the fees are not subject to change. However, if a jurisdiction allows for deposits or partial payments, it will transmit the partial payment/deposit to WRCOG in accordance with the TUMF ordinance along with a remittance report. In the variance column of the Remittance report, the jurisdiction shall indicate that the fee collected is a portion of the total due. When the balance is paid, the jurisdiction will calculate the total fee for the project based on the TUMF fee schedule in place at the time the balance is paid and deduct the partial payment against the total. The balance will be transmitted in accordance with the TUMF ordinance and this Administrative Plan. The variance column of the Remittance report shall indicate that the balance is paid If there is a fee adjustment between the deposit/partial payment and the payment of the balance, the fee which is required to be paid will be based on the most current TUMF fee schedule.

C. **March Joint Powers Authority** - The March Joint Powers Authority (JPA) has land use authority and will need to adopt the TUMF Program in the same manner as the cities and county. The March JPA will not have a separate vote at the WRCOG Executive Committee as it has representation by elected officials from the County of Riverside and cities of Riverside, Moreno Valley and Perris. The

Executive Director of the March JPA shall be a voting member of the WRCOG TAC for TUMF Program items only.

IV. **Allocation of Funds** – After administrative costs are allocated as specified in Section IX herein, TUMF funds shall be distributed in accordance with WRCOG Executive Committee actions, the Nexus Study, this Administrative Plan and any future amendments thereto

A. **Allocation to Regional Transit Improvements** - Of the TUMF funds received by WRCOG, 2.6% shall be allocated to the Riverside Transit Agency for making regional transit improvements.

B. **Allocation to Regionally Significant Transportation Improvements** - Of the TUMF funds received by WRCOG, 48.7% shall be allocated to the Riverside County Transportation Commission (RCTC) for programming improvements to the arterials of regional significance on the Regional System of Highways and Arterials.

C. **Allocation to Zones** - Of the TUMF funds received by WRCOG, 48.7% shall be allocated to the five Zones for programming improvements to the Regional System of Highways and Arterials as determined by the respective Zone Committees. The amount of TUMF funds allocated to each Zone shall be proportionate to the amount of TUMF revenue generated from the zone.

V. **Administration of the Plan** - WRCOG shall administer the TUMF Program as described in the enabling Ordinance adopted by participating jurisdictions and further defined in this Administrative Plan.

VI. **Administration of Credits** - Each jurisdiction shall be responsible for the administration of TUMF credit agreements. Each jurisdiction shall transmit all TUMF credit agreements to WRCOG within 60 days of execution by that jurisdiction. WRCOG may administer credit agreements upon written request from that jurisdiction. The credit agreements shall be in accordance with the following:

A. **Developer Credits** - If a developer constructs improvements identified on the RSHA, the developer shall receive credit for all costs associated with the improvements based on approved unit cost assumptions for the RSHA. Typically, major infrastructure, such as rail grade separations, interchanges, transit projects, etc., is constructed by the local jurisdiction rather than the developer, and involves multiple parties, as such; this section makes the distinction between credit agreements for major infrastructure and the standard arterial improvements.

The amount of the development fee credit shall not exceed the maximum amount determined by the most current unit cost assumptions for the RSHA, or actual costs, whichever is less. This shall be known as the maximum TUMF credit. The maximum TUMF credit shall be determined based on approved Improvement Plans and after Conditions of Approval have been determined. The maximum TUMF credit shall identify, at a minimum, the facility, the dimensions of the facility, the number of lanes, and applicable unit costs components as identified in Appendix F in the adopted Nexus Study. The credit /reimbursement eligibility process is outlined in Exhibit "B" of this document.

Any improvement made to the RSHA that is obligated through an existing fee district (prior to June 1, 2003) shall not be eligible for TUMF credit.

Should it be determined that a jurisdiction granted credits exceeding the maximum TUMF credit, that jurisdiction shall provide WRCOG payment in the amount equal to the excess credit amount.

1. **Credits** - Prior to receiving any credit, a written credit agreement shall be executed between the jurisdiction or and the developer.

2. **Credit for Right of Way (ROW) Dedication** – A developer may receive credit for dedication of ROW for RSHA improvements. This section addresses the crediting of ROW dedications which are not part of construction projects. The ROW component in the current Nexus Study determines the maximum share of credit available. An appraisal is required to determine the value of the ROW being dedicated. The appraisal of the ROW is determined by one of the following methods:

   a. The developer provides to the jurisdiction a current appraisal (no more than two years old), of the ROW to be dedicated. The jurisdiction reviews it and determines if the appraisal is valid and acceptable. or

   b. The developer accepts the appraisal of the jurisdiction.

B. **Local Development Impact Fees and other funding programs** - The local jurisdiction shall compare facilities in local fee programs against the RSHA and eliminate any overlap in its local fee program.

1. **New Financing Districts and Bond Issues:**

   For a financing district created or bonds or other evidence of indebtedness issued on or after June 1, 2003, the local jurisdiction may allow a property owner, in lieu of the payment of the TUMF, to participate in such a financing district for the following facilities: (i) a Regionally Significant Transportation Improvement, as defined as those facilities that typically are proposed to have six lanes at build out and extend between multiple jurisdictions, or discrete useable segment thereof, as determined by WRCOG, (ii) any interchange on an interstate or state highway with an estimated construction cost of fifteen million dollars ($15,000,000) or more, (iii) any railroad crossing with an estimated construction cost of more than ten million dollars ($10,000,000), and (iv) any bridge located on a regionally significant arterial as defined in (i) of this section.

   1. Prior to excusing payment under this Section VI.B. the local jurisdiction must do both of the following:

      (a) Sell bonds in an amount sufficient to construct the improvement for which the financing district is created; and

      (b) Receive written approval from the WRCOG Executive Director, or designee.

      (c) In the event that a local jurisdiction is unable to satisfy the requirements of section I (a), above, the local jurisdiction may still excuse the payment of bonds if the local jurisdiction enters into an agreement with WRCOG in which it commits to pay the full amount of any excused Fee, plus interest at the average rate earned by WRCOG over the past twelve months, in the event that the bonds maybe extended up to an additional 5 years with the approval of the WRCOG Executive Committee.

2. If a local jurisdiction proposes to excuse payment of the TUMF as provided in this Section VI.B, then the jurisdiction shall provide WRCOG reasonable information to account for the credit.

3. If payment is excused as provided in this Section VI.B, then the jurisdiction shall be responsible for construction of the improvements and those improvements shall not be eligible for TUMF Program prioritization or funding.

4. As used in this section, a financing district means a community facilities district, a local road and bridge district, or an assessment district.

5. Where there is an existing financing district or an existing fee program established prior to June 1, 2003, with bonded indebtedness, then the local jurisdiction may excuse payment of the TUMF for that portion of the facility identified in both programs. Notwithstanding the previous sentence, a local jurisdiction shall not excuse fee payment for any facilities for which bonds have been issued after February 4, 2008, regardless of when the financing district was first created.

6. Any dispute regarding this implementation of this Section VI.B. may be appealed by the local jurisdiction to the WRCOG Executive Committee for a final determination.

7. This Section VI.B is not intended to impact the administration of credits under Section VI.A. of the Administrative Plan.

C. **Use of Credit by Developer** – Any TUMF credit shall be used first by the developer to offset any obligation of the developer to pay TUMF impact fees of the same development project.

- Credits may not be transferred or sold to other development projects.

- Developers must exhaust all credits before they are eligible for reimbursements.

- Credits shall run with the sale of the land.

VII. **Administration of Reimbursements** - Local jurisdictions/agencies and developers are eligible for reimbursement for construction of TUMF facilities. The processes for both are different and are described below.

1. **Developer Reimbursements:** Each jurisdiction shall be responsible for the administration of reimbursement agreements. WRCOG may administer reimbursement agreements upon written request from the jurisdiction.

Should the developer construct RSHA improvements in excess of the TUMF obligation the developer may be reimbursed based on actual costs or the approved unit cost assumptions, whichever is less at the time of the agreement. A development that is exempt from paying the TUMF is not eligible for a reimbursement. Reimbursements shall be made through an agreement between the developer, and the local jurisdiction, and contingent upon funds being available. In all cases reimbursements under such agreements must coincide with construction of the transportation improvements as scheduled in the five year Transportation Improvement Program (TIP) adopted annually by WRCOG.

The developer may enter into a reimbursement agreement with the jurisdiction to reimburse the developer/owner for the direct and verifiable costs of constructing improvements to the RSHA when all of the following conditions are met:

a. All available credits are exhausted;
b. The improvements received prior approval from the jurisdiction and WRCOG based on the review of the TUMF project priority list;
c. The jurisdiction and WRCOG have reviewed and approved the scope of the project to be constructed.

In no event shall the developer be reimbursed for improvements to the RSHA in excess of the most current approved unit cost assumptions for the TUMF at the time of the agreement.

2. **Local Jurisdictions/Agencies:** Local jurisdictions are exempt from paying TUMF as such there are no credits given for projects constructed by a local jurisdiction, however the contribution to the RSHA maybe considerable. In such cases where a local jurisdiction constructs TUMF facilities it is eligible for reimbursement up to the maximum share identified in the Nexus Study or actual cost whichever is less, in accordance with the prioritization schedule in the adopted Transportation Improvement Plan.

Local jurisdictions are required to enter into a reimbursement agreement with WRCOG in order to be eligible to receive TUMF revenue.

VIII. Administrative Responsibilities

A. **Program Administration** - As set forth in Section II above, WRCOG is designated as the TUMF Program Administrator. As Administrator, WRCOG will receive all fees generated from the TUMF as collected by local jurisdictions. WRCOG shall invest, account for and expend such fees in accordance with the TUMF Ordinance and applicable state laws.

For jurisdictions that are not participating in the TUMF Program, the representative for that jurisdiction shall not be eligible to vote on any matter related to the TUMF Program that goes before the WRCOG TAC and WRCOG Executive Committee.

1. **The WRCOG Executive Director** - Reporting to the WRCOG Executive Committee, the Executive Director shall be responsible for the following TUMF Program activities:

a. Administration of the TUMF Program, including development of credit and reimbursement agreements, fee collection process and processing Program appeals;
b. An independent fiscal audit conducted to report on the evidence that the expenditure of funds collected is in accordance with the Mitigation Fee Act. The audit shall be presented to the WRCOG Executive Committee and made available to the public.
c. Establishment and management of the "TUMF Program Trust Fund" for the purposes of depositing TUMF revenues and income interest earned on Trust Fund deposits;
d. Preparation of an Annual Report for consideration by the WRCOG Executive Committee detailing the status of the TUMF Program including but not limited to fees collected and disseminated, capital projects planned for, prioritized, and built, reimbursement and credit agreements, appeals, and recommendations for TUMF Program adjustments;
e. Preparation of periodic comprehensive TUMF program review reports that provide, in concert with requirements of the California Mitigation Fee Act, an analysis of the TUMF Program, including review of the various Nexus Study inputs and assumptions, and preparation of recommendations on potential TUMF Program revisions for consideration by the WRCOG Executive Committee. Such
reports may include, but are not limited to recommended fee adjustments based on changes in the facilities required to be constructed, and revenues received pursuant to the Ordinance;
f. Preparation of technical studies/analysis required to select and prioritize Regionally Significant Arterial projects;
g. Development of a 10-year Strategic Plan that identifies long term planning goals and objectives for implementation of the TUMF Program;
h. Development of a five year TIP that identifies projects that are scheduled and funded for construction over a specified period of time and is reviewed on an annual basis;
i. Staff support to and coordination with each of the TUMF Zone Committees as necessary;
j. Other related activities as directed by the WRCOG Executive Committee.
k. Approve Zone and RTA TIP Administrative Amendments;
l. Execute all Amendments to TUMF reimbursement agreements.

2. **The WRCOG Executive Committee** - The WRCOG Executive Committee shall be responsible for reviewing and acting on recommendations for project selection and prioritization of the Regionally Significant Arterials, 10-year Strategic Plan, and the TIP. The WRCOG Executive Committee shall review and consider recommendations on projects from the Public Works Committee and WRCOG TAC. The WRCOG Executive Committee shall also be responsible for approval of the TUMF Program Administrative Plan and any subsequent amendments thereto. From time to time, the WRCOG Executive Committee shall recommend changes to the Ordinance for consideration by participating jurisdictions.

In developing recommendations on Regionally Significant Arterials for consideration by the WRCOG Executive Committee, WRCOG staff and the Committee structure shall work with RCTC to coordinate compatibility with Measure A project priorities and schedules of area transportation improvements. WRCOG staff and the WRCOG Executive Committee shall also work with WRCOG jurisdictions and each Zone Committee for the same purposes.

For jurisdictions that are not participating in the TUMF Program, the WRCOG Executive Committee representative for that jurisdiction shall not be eligible to vote on any matter related to the TUMF that goes before the WRCOG Executive Committee.

3. **The WRCOG Technical Advisory Committee (TAC)** - The WRCOG TAC shall review the technical documents and recommendations for Regionally Significant Arterials developed by the Public Works Committee and other committees that may be convened by the WRCOG Executive Committee. The WRCOG TAC shall forward any recommendations to the WRCOG Executive Committee for its consideration. The WRCOG TAC shall also provide additional assistance to the TUMF Program as requested by the WRCOG Executive Committee. For jurisdictions that are not participating in the TUMF Program, the WRCOG TAC representative for that jurisdiction shall not be eligible to vote on any matter related to the TUMF Program that goes before the WRCOG Executive Committee.

4. **The Public Works Committee/TUMF PWC (PWC)** - The PWC shall be comprised of the Public Works Director or designee from each participating jurisdiction of WRCOG, RCTC, RTA and WRCOG and shall be responsible for the following:

   a. Developing objective criteria for project selection and prioritization including but not limited to the following factors: traffic safety issues potentially created by growth, regional significance, availability of matching funds, mitigation of congestion created by new development, system continuity, geographic balance, project readiness, and completed projects with reimbursement agreements;
   b. Providing additional assistance to the TUMF Program as requested by the WRCOG Executive Committee, RCTC and/or the WRCOG TAC;
   c. Preparing the 10 year Strategic Plan;
   d. Preparing the five year TIP which will be reviewed annually and amended every two years;
   e. Review and recommend the RCTC Regional Arterial TUMF Program of Projects; to the WRCOG TAC, WRCOG Executive Committee and RCTC;
   f. Select a lead agency for each of the projects in the TIP;
   g. Review Annual Report prepared by WRCOG;
   h. Review and revise the RSHA as may be necessary (at a minimum every 5 years);
   i. Review and revise Unit Cost Assumptions to the RSHA as may be necessary (at a minimum every 5 years);

B. **Regional Arterial Administration** - RCTC, through an MOU with WRCOG (effective October 1, 2008) is the responsible agency for programming and delivering the Regionally Significant Arterials as defined in the Nexus Study. WRCOG and RCTC have established a committee structure that incorporates the Public Works Directors, City Manager and WRCOG Executive Committee and the RCTC Board for the development, review and approval of the Regional Arterial TUMF Program of projects.

1. **The RCTC Executive Director-** Reporting to the RCTC, the Executive Director shall be responsible for the following TUMF Program activities:

   a. Establishment and management of the "TUMF Program Trust Fund" for the purposes of depositing TUMF revenues and income interest earned on Trust Fund deposits;
   b. Development of the RCTC Regional Arterial TUMF Program that identifies projects that are scheduled and funded for construction over a specified period of time and is reviewed on an annual basis;
   c. Staff support to and coordination with the TUMF Committees as necessary;
   d. Other related activities as directed by the RCTC Board.

2. **The RCTC Board** - The RCTC Board shall be responsible for reviewing and acting on recommendations for project selection and prioritization of the RCTC Regional Arterial TUMF Program. The RCTC Board shall review and consider recommendations on projects from the TUMF Public Works Committee, WRCOG TAC and WRCOG Executive Committee.

C. **Zone Administration** - Each Zone shall establish a committee structure, similar to the one outlined in Exhibit A, for the purpose of developing a Transportation Improvement Plan (TIP) consistent with the Strategic Plan for the project prioritization scheduling, and construction of zonal RSHA projects using TUMF funds returned to each zone. Each zone shall also be responsible for selecting a lead agency for each project listed in the TIP. All zones shall approve their TIP by consensus and forward their recommendations to WRCOG for review and approval to ensure compatibility with the intent of the 10 year Strategic Plan. Zone dollars are to be allocated by the Zone Committee only and can not be utilized or borrowed for projects located outside the zone unless such projects are: 1) proposed and approved by the Zone Committee and 2) it is consistent with the Nexus Study. In furtherance of this Section VIII.B, each Zone shall abide by the Guidelines set forth in Exhibit "C".

The Riverside County Transportation Improvement Plan approved by Riverside County voters on November 5, 2002 states "Funding which is not allocated to a city or county because it is not a participant in the TUMF Program in the Coachella Valley area and the TUMF and MSHCP in the Western County area shall be allocated to the Regional Arterial Program in the geographic area in which the city or portion of the county is located".

Each City and a portion of the unincorporated area of Riverside County are assigned to each of the zones. The five Zones are as follows:

1. Northwest Zone – The Cities of Riverside, Corona, Norco and the County of Riverside, March JPA;

2. Southwest Zone – The Cities of Temecula, Lake Elsinore, Murrieta, Canyon Lake, Wildomar and the County of Riverside;

3. Central Zone – The Cities of Moreno Valley and Perris, and the County of Riverside, March JPA;

4. Pass Zone – The Cities of Banning, Beaumont, Calimesa, and the County of Riverside;

5. Hemet/San Jacinto Zone – The Cities of Hemet and San Jacinto and the County of Riverside.

D. **Local Administration** - As described in the TUMF Ordinance, participating jurisdictions are responsible for collecting the TUMF. Fees collected and a corresponding Remittance Report are required to be transmitted to the Executive Director of WRCOG. In accordance with the TUMF Ordinance and the Mitigation Fee Act, WRCOG will deposit, investment, account and expend the transmitted fees. Participating jurisdictions are required to transmit reports as set forth below to WRCOG which shall include, but not be limited to the following information regarding the TUMF Program status.

1. **Monthly Remittance Reports** – Participating jurisdictions are required to submit the standard Remittance Report to WRCOG by the close of the month for the previous month's activity, for example; June's Remittance report is due August 1. The report will contain information necessary for WRCOG to determine the total amount of fees collected within each fee category as it relates to the number of building permits, certificates of occupancy, or final inspections issued during the same period of time. Remittance reports are required even when no fees have been collected, provided building permits or certificates of occupancy have been issued. In addition the participating jurisdiction shall provide WRCOG the following information: the name of the developer or payee, project address, APN, total square feet, credits issued, and such other information as requested by WRCOG. This information will assist WRCOG in tracking new development, total revenue received and revenue projections for purposes of program audits and program updates.

2. **Remittance Delays** - If a participating jurisdiction does not transmit the fees along with a corresponding Remittance Report by the close of the month for the previous month in which fees were collected, the following fiscal policy shall be applied:

On the first working day after the close of the month WRCOG staff will notify, in writing, the delinquent jurisdiction of the delinquency and request that said jurisdiction remit by the fifteenth (15^{th}), the fees and the required Remittance Report;

If fees and Remittance Report have not been received, by the forty-fifth (45^{th}) day, WRCOG staff will invoice the jurisdiction for the approximate amount owed plus interest and penalties from the first day of the month following the closing of the month being reported;

WRCOG staff will continue this notification until sixty (60) days after the close of the month. At which time, WRCOG will determine if an audit is necessary of the jurisdiction's TUMF account, general ledger and any other financial data. If an audit is conducted, WRCOG will investigate the amount owed and the cause of delay. Upon completion of the audit, WRCOG staff shall make any recommendations to resolve any outstanding issues;

If an audit is required due to reporting and remittance irregularities, the jurisdiction could incur the cost of the audit.

E. **Riverside Transit Agency (RTA)** – In accordance with the Nexus Study 2.6% of funds received will be made available to the RTA to make capital facilities improvements for transit purposes as identified in the Nexus Study. The RTA shall provide a report to the WRCOG Executive Committee each year, which has been reviewed by the City Managers/County Executives and the technical committees, detailing its expenditures of TUMF Program funds received, as well as future commitments for transit facilities using TUMF Program revenues as determined by the RTA Board of Directors.

IX. Administrative Costs. The TUMF Ordinance authorizes WRCOG to expend funds generated from TUMF that are necessary and reasonable to carry out its responsibilities. The WRCOG Executive Committee adopted a series of policies that clarify the expenditure and retention of program funds for the Administration of the Program and they are as follows:

1. WRCOG will budget no more than one percent (1%) of the TUMF Program revenue for administration salaries and benefits;
2. Administration costs will be budgeted at whatever is reasonable and necessary, but not to exceed four percent (4%) of the TUMF revenues (inclusive of the one percent administrative salaries and benefit cap).
3. Beginning July 1, 2006, WRCOG shall take the administrative component from the revenue collected based on the total fee obligation inclusive of executed credit agreements.
4. Beginning July 1, 2006, all CFD's, SCIP and other financing mechanisms will pay the maximum (4%) administrative component in cash to WRCOG. When the administrative component is less than 4% then the surplus revenue will be allocated in accordance to their adopted percentages to the Multi-species Habitat Conservation Plan, RCTC, RTA and the Zones.
5. For refunds, whether it is because the project is no longer going forward or expiration of building permits (where no construction has commenced), the applicant is entitled to a refund less the administrative component.

X. Appeals. Appeals shall only be made in accordance with the provisions of this Section X.

A. **Persons or Entities Who Having Standing to Appeal.** No person or entity shall have standing to avail themselves of this Section X, except those persons or individuals who are responsible for paying the TUMF and have an unresolved appealable issue or matter.

B. **Appealable Issues and Matters.** No issue or matter shall be heard or reviewed under this Section X unless the issue or matter is appealable. An issue or matter is appealable, if a qualified person or entity ("Appellant") has a good-faith dispute directly related to Appellant's Property ("TUMF Dispute") regarding (i) the amount of Appellant's TUMF obligation; (ii) the administration of TUMF Credits; (iii) exemption of Appellant's property from the TUMF Program; (iv) administration of TUMF reimbursements; or (v) TUMF refunds.

C. **Appeal Process.**

1. If a qualified person or entity has a TUMF Dispute, he or she shall first attempt to resolve the dispute informally with the staff of the local jurisdiction. If the TUMF Dispute remains unresolved after a reasonable attempt to address it at the local level, the qualified person or entity may submit a written appeal to the appropriate department of the local jurisdiction. The written appeal shall thoroughly identify the TUMF Dispute. If the staff of the local jurisdiction determines the issue or matter is not a TUMF Dispute, the written appeal shall be rejected. Staff's decision shall be provided in writing to the Appellant. In such cases, if the Appellant desires further review from the Board of Supervisors/City Council of the affected local jurisdiction, the Appellant must submit a written request for review to the Clerk of the Board/City Council within five (5) days of receiving staff's written decision. The decision of the Board/City Council shall be forwarded to the WRCOG Executive Committee in the same manner set forth in Paragraph 3 of this Section.

2. If the written appeal identifies a TUMF Dispute, the Appellant and staff from the local jurisdiction shall attempt to resolve the issue within thirty (30) days of the local jurisdiction's receipt of the appeal. At the request of the local jurisdiction, or on its own accord, WRCOG staff may also participate in such discussions. At the conclusion of the thirty (30) day period, staff of the local jurisdiction shall render a written decision on the appeal.

3. The issue or matter shall be heard by the Board of Supervisors/City Council of the affected local jurisdiction; provided, the Appellant submits a written request for further review to the Clerk of the Board/City Council within five (5) days of Appellant's receipt of the local jurisdiction's written decision regarding the Appellant's appeal. The Board/City Council shall forward its written decision to WRCOG for review and concurrence. If the WRCOG Executive Committee disagrees with the decision of the City Council/Board of Supervisors the WRCOG Executive Committee shall determine a proper course of action and notify the jurisdiction of its findings.

XI. **Arbitration.** When there is a dispute among the Zone members that can not be resolved and prevents the adoption of a project prioritization schedule, the matter shall be forwarded to the WRCOG TAC and WRCOG Executive Committee for a determination. Once the WRCOG Executive Committee takes action on the issue the decision is final.

If there is a dispute at the WRCOG Executive Committee level regarding project prioritization of a specific project(s) and a consensus cannot be reached, that project shall be tabled until such time as new information is presented and the matter can be resolved.

XII. TUMF Program Amendments. WRCOG shall undertake a review of all components of the TUMF Program in accordance with AB 1600 and other applicable laws, and, if necessary, recommend Program amendments and/or adjustments. Amendments to the Administrative Plan will be subject to the approval of the WRCOG Executive Committee. Amendments required to the TUMF Program Ordinance shall be approved by each participating jurisdiction, acting on recommendations provided by the WRCOG Executive Committee. The review shall consider whether future administration costs to participating jurisdictions are needed.

XIII. CEQA. The TUMF Program currently is a financing mechanism dependent on future actions of the WRCOG Executive Committee for improvements to the RSHA. WRCOG and its associated committees will be prioritizing and scheduling improvements on the RSHA, as such, the appropriate environmental documentation, shall be completed before a project can commence construction.

The TUMF Program was developed to mitigate the cumulative impacts of future growth on the RSHA. It was not developed to mitigate project-specific traffic impacts. Accordingly the program does not relieve any development project of the responsibility to mitigate project-specific impacts identified in the environmental analysis prepared for the project. When a development project is required to construct RSHA facilities as project-specific mitigation, it shall be eligible for credit and or reimbursement.

EXHIBIT "A"

TUMF Decision Making

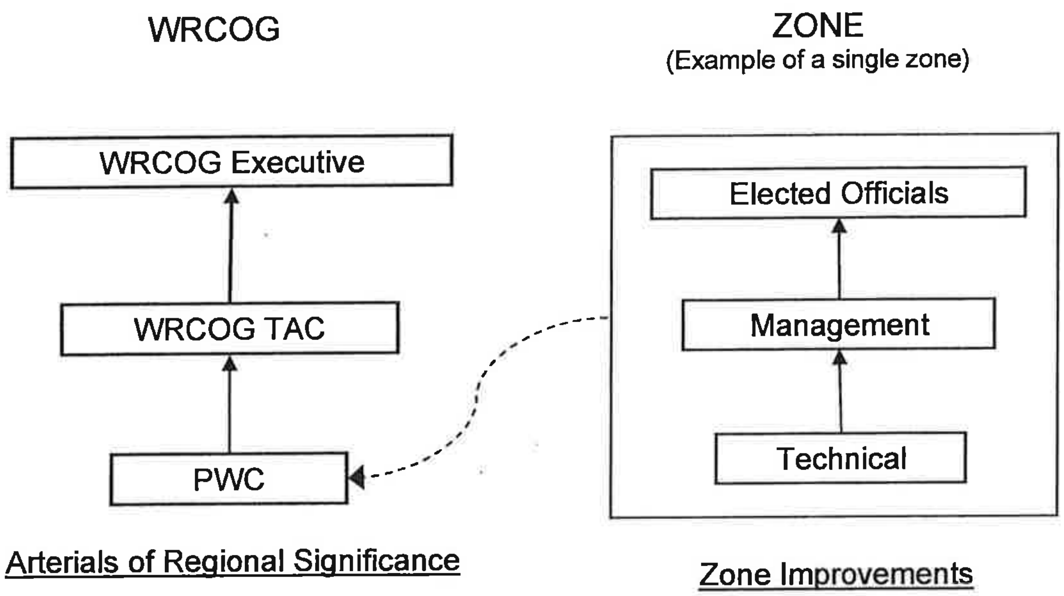


EXHIBIT "B"

TUMF Credit / Reimbursement Eligibility Process

1. Prior to the construction of any TUMF Improvement, Developer shall follow the steps listed below:

    a. Prepare a separate bid package for the TUMF Improvements.
    b. The plans, cost estimate, specifications and contract document shall require all contractors to pay prevailing wages and to comply with applicable provisions of the Labor Code, Government Code, and Public Contract Code relating to Public Works Projects.
    c. Bids shall be obtained and processed in accordance with the formal public works bidding requirements of the City/County.
    d. The contract(s) for the construction of TUMF Improvements shall be awarded to the lowest responsible bidder(s) for the construction of such facilities in accordance with the City's/County's requirements and guidelines.
    e. Contractor(s) shall be required to provide proof of insurance coverage throughout the duration of the construction.

2. Prior to the determination and application of any Credit pursuant to a TUMF Improvement and Credit Agreement executed between City/County and Developer ("Agreement"), Developer shall provide the City/County and WRCOG with the following:

    a. Copies of all information listed under Item 1 above.
    b. Surety Bond, Letter of Credit, or other form of security permitted under the Agreement and acceptable to the City/County and WRCOG, guaranteeing the construction of all applicable TUMF Improvements.

3. Prior to the City's/County's acceptance of any completed TUMF Improvement, and in order to initiate the construction cost verification process, the Developer shall comply with the requirements as set forth in Sections 7, 14.3 and 14.4 of the Agreement, and the following conditions shall also be satisfied:

    a. Developer shall have completed the construction of all TUMF Improvements in accordance with the approved Plans and Specifications.
    b. Developer shall have satisfied the City's/County's inspection punch list.
    c. After final inspection and approval of the completed TUMF Improvements, the City/County shall have provided the Developer a final inspection release letter.
    d. City/County shall have filed a Notice of Completion with respect to the TUMF Improvements pursuant to Section 3093 of the Civil Code with the County Recorder's Office, and provided a copy of filed Notice of Completion to WRCOG.
    e. Developer shall have provided City/County a copy of the As-Built plans for the TUMF Improvements.
    f. Developer shall have provided City/County copies of all permits or agreements that may have been required by various resource/regulatory agencies for construction, operation and maintenance of any TUMF Improvements.
    g. Developer shall have submitted a documentation package to the City/County to determine the final cost of the TUMF Improvements, which shall include at a minimum, the following documents related to the TUMF Improvements:

i. Plans, specifications, and Developer's Civil Engineer's cost estimates; or Engineer's Report showing the cost estimates.
ii. Contracts/agreements, insurance certificates and change orders with each vendor or contractor.
iii. Invoices from all vendors and service providers.
iv. Copies of cancelled checks, front and back, for payments made to contractors, vendors and service providers.
v. Final lien releases from each contractor and vendor (unconditional waiver and release).
vi. Certified contract workers payroll for City/County verification of compliance with prevailing wages.
vii. A total cost summary, in spreadsheet format (MS Excel is preferred) and on disk, showing a breakdown of the total costs incurred. The summary should include for each item claimed the check number, cost, invoice numbers, and name of payee. See attached sample for details.

4. The amount of the development credit shall not exceed the maximum amount determined by the most current unit cost assumptions for the RSHA in the adopted Nexus Study, or actual costs whichever is less. This shall be known as the maximum credit. The maximum TUMF credit shall be determined based on an approved Improvement Plan and after the Conditions of Approval have been determined.

Exhibit "C"

Guidelines for Administration of Programmed Projects in Zone's Adopted 5-Year TIP

Once each Zone's 5-Year Transportation Improvement Program (TIP) is adopted by the WRCOG Executive Committee, said TIPs shall be incorporated into and governed by these guidelines, the Administrative Plan, and 10-Year Strategic Plan in accordance with AB 1600. Annually, WRCOG staff meets with the Zone Technical Advisory Committees to review the status of all programmed projects on the 5-Year TIPs and bring the subsequent project adjustment requests to the Zone Committees for approval. The goals of the annual review process are as follows: (i) to update project cost estimates; (ii) to review project status; (iii) to determine the continued viability of projects; (iv) review the backlog of reimbursement projects;(v) to address local jurisdiction issues; and (vi) address compliance with AB 1600.

Adjustments:

In accordance with the 10-Year Strategic Plan and the original reimbursement agreement entered into with the lead jurisdiction, all approved projects' funding and schedules are directly tied to critical milestones. As such, requests to change a project's funding or schedule shall necessitate an amendment to the original agreement and the adopted TIP.
Annual 5-Year TIP adjustments could include, but are not limited to:

- Scope of work reductions or additions,
- project or phase delays,
- project or phase cancellations,
- new shelf-ready network projects being added as replacement projects,
- project or phase advances, and
- request to transfer funding beyond a programmed project's limits within a Zone

Levels of Approval:

A. Zone Committee/WRCOG Executive Committee

The following shall be approved by the Zone Committee and adopted by the WRCOG Executive Committee as required in the Administrative Plan:

1) Annual updates to the Zone TIP.

2) Requests to increase total TUMF funding allocations to projects in the Zone TIP. These requests may be made by the local jurisdiction administratively outside of the annual TIP update cycles if deemed necessary by one of the Zone participating jurisdictions and WRCOG management due to unforeseen circumstances that necessitate immediate action. Such unforeseen circumstances shall include, but not be limited to, higher than expected bid prices, Might want to give more examples] WRCOG staff will obtain action from the Zone Committee in these cases either by calling for a Special Zone Committee meeting or through individual consultation.

3) Administrative requests to advance funds or adjust project schedules on TIP approved projects, upon the recommendation of the Public Works Committee. Such advancements are subject to:

- Jurisdiction's proof of readiness to move forward with project,
- Zone's current cash flow can support the advancement or change.

B. WRCOG Executive Director

The WRCOG Executive Director shall be responsible for the review and approval of the following changes to an approved Zone TIP, including the review and approval of any agreements, for:

1) Change in Lead Jurisdiction, with the written consent of the transferring and accepting Lead Jurisdiction.

2) Cancellation of project upon request of the local jurisdiction. In the event of cancellation, all funds shall revert to the Zone TIP Trust account.

3) Approval of final completion of the project. Upon notification from the Jurisdiction that the Project has been completed, all unused funds programmed for that Project shall revert to the Zone TIP Trust account.

4) All other administrative requests, upon consultation with the Public Works Committee.

C. Public Works Committee

The Public Works Committee shall be responsible for the review and approval of the following:

1) Requests to move funds within project categories (environmental, design, etc.) administratively, contingent upon participating jurisdiction's certification of viability of all phases.

2) Provide recommendations to the WRCOG Executive Director on any other requests that are deemed administrative in nature by the Director.

All administrative adjustments will be submitted to the WRCOG Executive Committee as part of the next Annual Review Report for final adoption.

D. Obligating Programmed Funds

The TUMF Program has established the policy that construction projects take priority and therefore WRCOG limits the obligation of TUMF dollars. WRCOG has two options by which to obligate TUMF. In both options, steps 1, 2 and 3 (Option A) or 6 (Option B) must be completed by the local jurisdiction to ensure TUMF funding can be made available for use on an eligible project. Since TUMF project funds are generally obligated on a first come first served basis, failure to follow the prescribed steps for either option may preclude a project sponsor from receiving TUMF payments for completed work until sufficient funds are available to be obligated.

Option A:
Funding for a project programmed on Zone 5-Year TIPs is not considered obligated by WRCOG until certain steps outlined below have been accomplished by the local jurisdiction.

1. Ensure that funding for the project phase is **programmed in the current year** of an adopted 5-Year TIP.
2. Ensure that there is a **signed (executed) reimbursement agreement** that matches the funding amount with the funding amount of the project phase in the adopted TIP.
3. Submit **an invoice for TUMF eligible work** prior to the end of the fiscal year to obligate the project phase funding. At the time of submitting the first invoice, the project sponsor will be required to submit all necessary supporting documentation (not previously submitted) in accordance with the provisions of the reimbursement agreement.
4. WRCOG will obligate the entire phase of the project if there is available revenue at the time the invoice is submitted.

Option B:
Funding for a project programmed on Zone 5-Year TIPs is not considered obligated by WRCOG until the steps outlined below have been accomplished by the local jurisdiction.

1. Ensure that funding for the project phase is **programmed in the current year** of an adopted 5-Year TIP.
2. Ensure that there is a **signed (executed) reimbursement agreement** that matches the funding amount with the funding amount of the project phase in the adopted TIP.
3. Send WRCOG a letter of **notice of intent** to issue RFP, solicit bids, make offer to purchase ROW or other similar action to verify that sufficient funding is available and that funds are obligated and reserved exclusively for the particular project phase.
4. Receive a **notice of obligation** from WRCOG within fourteen working days of receipt of the notice of intent confirming the amount of funding that is obligated and reserved exclusively for the particular project phase. Alternatively, the project sponsor will receive a notice of deferred obligation if WRCOG determines that insufficient funds are currently available for the project phase to be obligated.
5. Award the project and execute a contract within four months of receipt of the notice of obligation from WRCOG and send a letter of **confirmation of award** to WRCOG including evidence of a Board/Council action relating to the project award and contract execution.
6. Commence project work and submit the **first invoice** for payment within nine months of receipt of letter of obligation by WRCOG to preserve fund obligation. At the time of submitting the first invoice, the project sponsor will be required to submit all necessary supporting documentation (not previously submitted) in accordance with the provisions of the reimbursement agreement.

If a contract has not been executed within four months of receipt of the notice of obligation from WRCOG (step 5), there will be a review of the project status. Based on the review of project status, WRCOG will either:

i) extend the fund obligation for up to a total of nine months from the notice of obligation if the project sponsor can demonstrate a realistic expectation that the project will be awarded and a confirmation of award can be provided to WRCOG within that time frame; or
ii) de-obligate the funds.

Similarly, if the first invoice has not been submitted to WRCOG within nine months of receipt of the letter of obligation (step 6), there will be a review of the project status. Based on the review of project status, WRCOG will either:

i) extend the fund obligation for up to an additional nine months if the project sponsor can demonstrate a realistic expectation that the project work will commence and a first invoice is submitted within that time frame; or
ii) de-obligate the funds.

ORDINANCE NO. 659.10

AN ORDINANCE OF THE COUNTY OF RIVERSIDE
AMENDING ORDINANCE NO. 659
ESTABLISHING A DEVELOPMENT IMPACT FEE PROGRAM

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

Section 1. Section 15. of Ordinance No. 659 is amended to read as follows:

"**Section 15. TEMPORARY REDUCTION OF FEES.** Pursuant to the fee adjustment authority set forth in Section 14. of this ordinance and notwithstanding Section 7. or any other provision of this ordinance, the DIF amounts in effect on the effective date of Ordinance No. 659.10 shall be temporarily reduced by fifty percent (50%) for the period commencing on September 13, 2011 and ending on October 13, 2012.

a. 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. 659.10. If reduced fees are paid at the time application is made for 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 DIF 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 Development Impact Fees to receive a refund, credit or reimbursement of such payment. This ordinance does not create any new Development Impact Fees or increase the amount of any existing Development Impact Fees. This ordinance only effects a temporary change in the County's existing Development Impact Fees.

3.84

c. Expiration. As of October 13, 2012, 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 Development Impact Fees paid under the authority of this section."

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:
KECIA HARPER-IHEM
CLERK OF THE BOARD:

By:______________________
Deputy

(SEAL)

APPROVED AS TO FORM:
August 10, 2011

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

COUNTY OF RIVERSIDE
TRANSPORTATION AND LAND MANAGEMENT AGENCY

George A. Johnson
Agency Director

Carolyn Syms Luna *Director* *Planning Department*	*Juan C. Perez* *Director* *Transportation Department*	*Mike Lara* *Director* *Building & Safety Department*	*Glenn Baude* *Director* *Code Enforcement Department*

NOTICE OF EXEMPTION

TO: ☒County of Riverside County Clerk

FROM: Administrative Service Department, TLMA
☒ 4080 Lemon Street, 14th Floor
P. O. Box 1605
Riverside, CA 92501-1605

Project Title/Case No.: Ordinance No. 659.10 – amending Ordinance No. 659 the Development Impact Fee Program

Project Location: In the unincorporated area of Riverside County, all Districts.

Project Description: Ordinance No. 659.10 amends Ordinance No. 659 to extend the fifty percent (50%) reduction in the mitigation fee for an additional year. The Development Impact Fee would be reduced by fifty percent (50%) for all Area Plans as listed in Ordinance 659, through October 2012.

Name of Public Agency Approving Project: County of Riverside, Board of Supervisors

Project Sponsor: Transportation and Land Management Agency, Administrative Services

Exempt Status: ***(Check one)***

- ☐ Ministerial *(Sec. 21080(b)(1); 15268)*
- ☐ Declared Emergency (Sec. 21080(b)(3); 15269(a))
- ☐ Emergency Project *(Sec. 21080(b)(4); 15269 (b)(c))*
- ☐ Categorical Exemption (_____)
- ☐ Statutory Exemption (_____)
- ☒ Other: *Section 15061 (b) 3*

Reasons why project is exempt: Ordinance No. 659.10 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. There is no specific development project connected with this ordinance amendment and it does not commit the County to any development. Accordingly, the County's approval of the amendment does not create a reasonably foreseeable physical change.

Dianna Ross
County Contact Person

951-955-6574
Phone Number

Dianna Ross
Signature

Regional Office Manager
Title

8/10/11
Date

Date Received for Filing and Posting at OPR: ____________________

Revised: 3/15/10: Y:\Planning Master Forms\Templates\CEQA Forms\NOE Form.docx

No fee, 6103 Government Code, Benefit of Riverside County

FOR COUNTY CLERK'S USE ONLY

ATTACHMENT A

BIA
Riverside
County Chapter
Building Industry Association
of Southern California
3891 11th Street
Riverside, California 92501
(951) 781-7310
Fax (951) 781-0509

August 2, 2011

George Johnson, Director
Transportation and Land Management Agency
County of Riverside
County Administrative Center
4080 Lemon Street 14th Floor
Riverside, CA 92502-1629

Re: Development Impact Fee temporary reduction extension

Dear Mr. Johnson:

On August 16th the Board of Supervisors will consider introducing an ordinance to extend the current temporary 50% Development Impact Fee ("DIF") reduction for twelve months. The proposed reduction extension is very important to the homebuilding industry in Riverside County and therefore the County's economic health and vitality.

Against the continuing severe weakness in the County's economy, the temporary DIF reduction in place has unfortunately not been enough to create jobs, the original goal however; the temporary reduction has preserved jobs. Homebuilding projects have opened and been able to continue, in many cases, because County and other local fees were reduced. In this environment, where home prices have fallen 40%-60%, a relatively small cost savings can make the difference between investing in and starting that next additional house or not. The County's 50% reduction ranges from $1,799 to $3,460 per single family dwelling unit. This amount makes a difference in the current economic environment when builders and investors consider starting projects.

The current rate of construction minimizes negative impacts to the various infrastructure funds during the temporary fee reduction period. Over the last 25 years, unincorporated Riverside County has averaged approximately 4,789 single family permits a year; from January through June of this year, only 265 single family permits have been issued in the unincorporated County areas. This level of permits equates to the lowest level of single family permit issuance since these records have been kept. The fiscal impact of a continued reduction will be very small, likely, assuming current production rates for the next twelve months, less than $1,400,000.

Two other factors support the reduction extension. The level of residential development has been so far below the growth projections underpinning the DIF nexus that the level and number of facilities currently being funded are likely significantly more than would be required based on the actual growth over the past five years and projected growth over the next five years. This situation creates a fee that may be relatively higher than might be established today based on the need created by current growth numbers. Additionally, the construction costs for improvements funded by the DIF are substantially less than the costs on which the fee is based. These reduced costs have been illustrated in actual construction contracts entered into for public improvements by the County and cities throughout the County over the past 2-3 years. These cost saving also reduce the actual fiscal impacts of a temporary reduction and practically, bring the charged fee more into line with actual current need.

As you are aware, we are in the worst economic environment in over 70 years and forecasts do not project great improvement next year. Given the fragility of our economy and the building industry, a reversion to full DIF would be a setback to our economy.

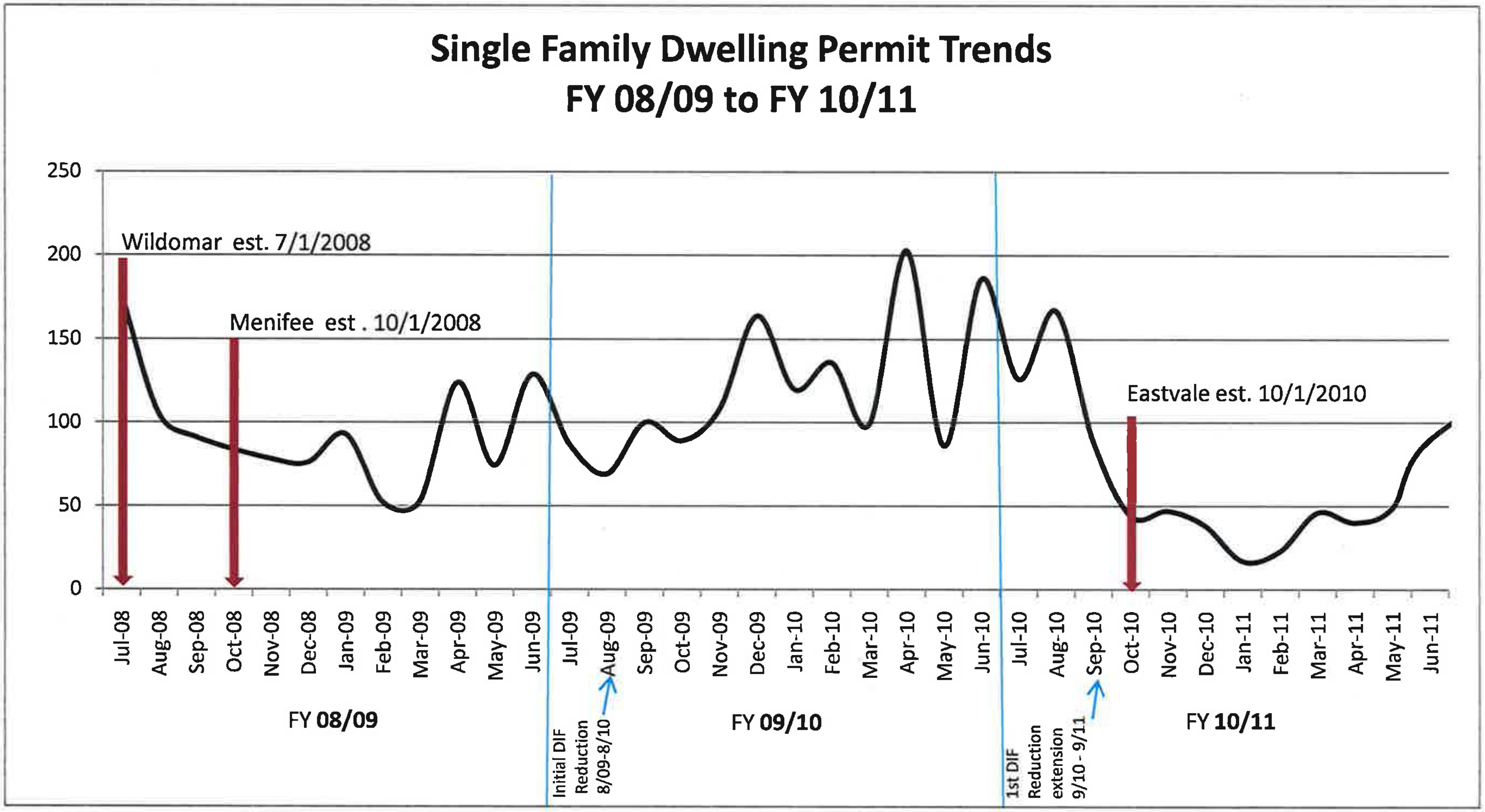
Finally, recall Beacon Economic's Christopher Thornberg's May 16th recommendations to the Board of Supervisors, don't give up on fee reductions.

Riverside County has been the leader in adopting aggressive policies to meet the challenges and deal with the today's economic crisis. The DIF reduction extension request is consistent with the Board's previous position and is still much needed by the economy.

Building Industry Association of Southern California
Riverside County Chapter

Mark Knorringa
Chief Executive Officer

Attachment B

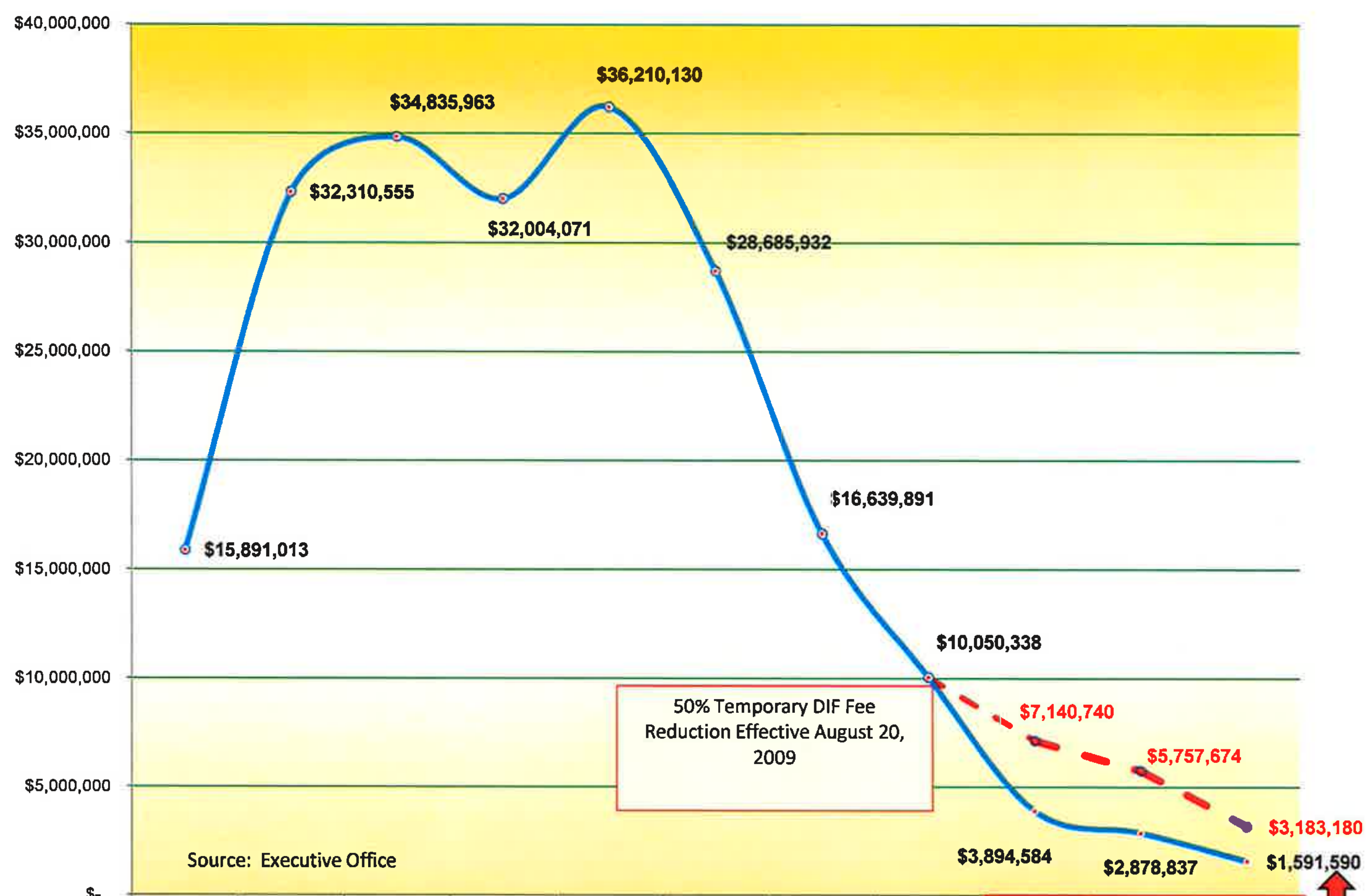


FY 08/09	Jul-08 176	Aug-08 105	Sep-08 91	Oct-11 147	Nov-08 78	Dec-08 76	Jan-09 93	Feb-09 52	Mar-09 53	Apr-09 124	May-09 74	Jun-09 129
FY 09/10	Jul-09 87	Aug-09 69	Sep-09 100	Oct-09 89	Nov-09 108	Dec-09 164	Jan-10 120	Feb-10 136	Mar-10 99	Apr-10 203	May-10 86	Jun-10 186
FY 10/11	Jul-10 126	Aug-10 167	Sep-10 89	Oct-10 44	Nov-10 47	Dec-10 38	Jan-11 17	Feb-11 23	Mar-11 46	Apr-11 40	May-11 49	Jun-11 90

REV. 8/1/11

ATTACHMENT C

DIF Revenues from New Development



	FY 01-02	FY 02-03	FY 03-04	FY 04-05	FY 05-06	FY 06-07	FY 07-08	FY 08-09	FY 09-10	FY 10-11	FY 11-12
DIF Revenues (100% DIF Fee)	$15,891,01	$32,310,55	$34,835,96	$32,004,07	$36,210,13	$28,685,93	$16,639,89	$10,050,33	$7,140,740	$5,757,674	$3,183,180
Actual DIF Revenues	$15,891,01	$32,310,55	$34,835,96	$32,004,07	$36,210,13	$28,685,93	$16,639,89	$10,050,33	$3,894,584	$2,878,837	$1,591,590

FY 11-12 Estimated Loss of DIF Program Revenue

679

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

COUNTY OF RIVERSIDE MAY 9 1893

FROM: Transportation and Land Management Agency (TLMA)

SUBMITTAL DATE: July 28, 2011

SUBJECT: Ordinance No. 659.10 Amending Ordinance No. 659, Establishing a Development Impact Fee Program to extend the Temporary Reduction of Development Impact Fees (DIF)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Introduce and adopt, on successive weeks, Ordinance No. 659.10, an Ordinance of the County of Riverside Amending Ordinance No. 659; and
2. Find the adoption of Ordinance No. 659.10 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; and
3. Direct the Clerk of the Board to file a Notice of Exemption with the County Clerk for posting.

(Continued on attached page)

George A. Johnson
Director, Transportation and Land Management Agency

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:	11/12

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

FORM APPROVED COUNTY COUNSEL
BY: Synthia M. Gunzel 8-10-11
SYNTHIA M. GUNZEL DATE

Departmental Concurrence

☒ Policy ☐ Consent — Department Recommendation:

☒ Policy ☐ Consent — Per Executive Office:

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Buster, seconded by Supervisor Stone and duly carried by unanimous vote, IT WAS ORDERED that the above is approved as recommended.

Ayes:	Buster, Tavaglione, Stone, Benoit and Ashley
Nays:	None
Absent:	None
Date:	August 16, 2011
xc:	TLMA, Recorder, ~~COB~~

Kecia Harper-Ihem
Clerk of the Board
By: Deputy

Prev. Agn. Ref.: 3.85-6/30/09; 3.80-7/14/09; 3.11 – 7/21/09; 3.85 –7/27/10; 3.64 – 8/10/10; 3.84 – 7/26/11	**District:** All	**Agenda Number:**

BACKGROUND:

The Building Industry Association (BIA) has requested an amendment that would extend the fifty percent (50%) reduction for an additional one year period to support home building efforts and preserve jobs. (Attachment A).

In response to Board direction to reduce the County's Development Impact Fees, staff originally recommended a 30% decrease in the DIF based on the decline in construction costs. Ultimately, the DIF was reduced by 50% in August 2009. Board action also included Resolution No. 2009-236. The goal of both fee reductions was to stimulate the local housing economy by improving housing affordability, encouraging commercial and industrial development, creating jobs, and increasing retail sales and property tax revenues (Item 3.85 7/30/09).

A definitive analysis of the impact of the DIF reduction is difficult due to the multitude of events all interacting on the local market at the same time. What is known is that prior to the adoption of the DIF the County was already seeing a sharp reduction in building permit activity as a result of declining economic conditions. The incorporations of Wildomar and Menifee further impacted the permit levels. In the first year following the DIF reduction, the number of single family building permits did increase 21% from 1202 to 1456, with month to month improvement over the prior year. In addition to the DIF reduction, other factors including the reduction in TUMF, and tax incentive packages offered by State and Federal governments to home buyers likely contributed to the increase. Attachment B shows building permit activity levels from July 2008 through June 2011. The graph shows that starting in August of 2010, single family permits and overall building permits began to decline again. The first extension in September 2010, did not yield an immediate increase in building permits levels; however the incorporation of the City of Eastvale in October and the full expiration of Federal and State tax credit incentives had a negative impact on permit activity levels. The Jurupa Valley incorporation effective July 1, 2011 will have a negative impact going forward.

To date, the temporary DIF reduction has resulted in a revenue loss of $3,246,156 in FY10 and $2,878,837 in FY11: totaling to $6,124,993 (Attachment C). Based on the facts discussed above, extending the DIF reduction an additional year is estimated to cost $1,591,590 for FY12.

The BIA believes that the continued reduction of DIF will preserve jobs. Consistent with prior Board actions to stimulate the local economy, retain jobs, and stabilize home building activity, it is recommended that the Board approve the motions put forth herein.

The adoption of Ordinance No. 659.10 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. There is no specific development project connected with this ordinance amendment and it does not commit the County to any development. Accordingly, the County's approval of the amendment does not create a reasonably foreseeable physical change.

The ordinance has been approved as to form by County Counsel.

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

817B

FROM: TLMA - Planning Department

SUBMITTAL DATE:
August 4, 2011

SUBJECT: FIRST EXTENSION OF TIME for PLOT PLAN NO. 20711 - Applicant: Howard Industrial Partners, LLC - First Supervisorial District – North Perris Zoning District – Mead Valley Area Plan: Community Development: Light Industrial (CD:LI) (0.25 to 0.60 floor to area ratio) - Location: Northerly of Placentia Street, westerly of West Frontage Road, and easterly of Harvill Avenue – 19.8 Gross Acres – Zoning: Manufacturing Heavy (M-H) - APPROVED PROJECT DESCRIPTION: The Plot Plan No. 20711 proposes the construction of two (2) manufacturing/ distribution warehouse facilities: Building A is approximately 245,252 square feet (s.f.) which includes 20,000 s.f. of office, 100,000 s.f. of manufacturing, as well as 125,252 s.f. for distribution and Building B is approximately 83,750 square feet (s.f.) which includes 5000 s.f of office, 25,000 s.f of manufacturing, as well as 53,750 s.f. of distribution. The project includes 447 parking spaces and 32 loading spaces. Along the southern portion of the project site there is a 20' trail easement which is to be dedicated to the County of Riverside Parks & Recreation. - **REQUEST: FIRST EXTENSION OF TIME for PLOT PLAN NO. 20711**, extending the expiration date to June 9, 2012.

RECOMMENDED MOTION:

APPROVAL of the FIRST EXTENSION OF TIME REQUEST for PLOT PLAN NO. 20711, extending the expiration date to June 9, 2012, subject to all the previously approved and/or amended Conditions of Approval with the applicant's consent.

Carolyn Syms Luna
Carolyn Syms Luna
Planning Director

Initials:
CSL:vc

REVIEWED BY EXECUTIVE OFFICE

DATE 9/1/11 TMG

Tina Grande
Departmental Concurrence

Dep't Recomm.: ☐ Consent ☒ Policy

Per Exec. Ofc.: ☐ Consent ☒ Policy

Prev. Agn. Ref.	District: First	Agenda Number: 3.85

REVIEWED BY EXECUTIVE OFFICE

Departmental Concurrence Tina Grande DATE

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

818B

FROM: TLMA - Planning Department

SUBMITTAL DATE:
August 4, 2011

FIRST EXTENSION OF TIME for **PUBLIC USE PERMIT NO. 890** - Applicant: Jaswant Jhawar - First Supervisorial District – Woodcrest Zoning District – Lake Mathews/ Woodcrest Area Plan: Rural Community: Very Low Density Residential (RC:VLDR) (1 Acre Minimum) - Location: Northerly of Rabbit Scramble Trail, southerly of Mariposa Avenue, easterly of Gingercreek Drive and westerly of Armintrout Drive – 6.30 Gross Acres – Zoning: Residential Agricultural – 1 Acre Minimum (R-A-1) – APPROVED PROJECT DESCRIPTION: The use hereby permitted is for a 12,460 sq. ft. facility for religious worship and private tutoring on 6.30 gross acres. The main worship building is 11,500 sq. ft. and includes a 5,000 square foot worship hall, a 3,250 square foot classroom, 1,125 square feet of office space, 812 square feet for restrooms and a 1,312 square foot kitchen. The proposal also includes a 960 square foot portable security office, 20,100 sq. ft. of landscaping, and 151 standard parking spaces with six (6) accessible parking spaces for persons with disabilities for a total of 157 spaces. - **REQUEST: FIRST EXTENSION OF TIME REQUEST** for **PUBLIC USE PERMIT N0. 890**, extending the expiration date to February 4, 2012.

RECOMMENDED MOTION:

APPROVAL of the FIRST EXTENSION OF TIME REQUEST for PUPLIC USE PERMIT NO. 890, extending the expiration date to February 4, 2012, subject to all the previously approved and/or amended Conditions of Approval with the applicant's consent.

Carolyn Syms Luna

Carolyn Syms Luna
Planning Director

Initials:
CSL:vc

Consent ☐ Policy ☒

Consent ☒ Policy ☐

Prev. Agn. Ref.	District: First	Agenda Number:

3.86

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

860 A

FROM: TLMA - Transportation Department

SUBMITTAL DATE: August 31, 2011

SUBJECT: Approval of a Professional Service Agreement for Landscape Maintenance Services for the Transportation Department - L&LMD 89-1-C Zone 97

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and execute the Professional Service Agreement (PSA) from the lowest responsive/responsible vendor, Executive Landscape, Inc. based on competitive bids plus the 5% local preference differential for landscape services administered by the Transportation Department, and;
2. Authorize the Chairman of the Board of Supervisors to execute the agreement on behalf of the County with the option to renew annually for up to two (2) additional one-year periods at the discretion of the County of Riverside, and;

Juan C. Perez
Director of Transportation

MPH:bh
(Continued On Attached Page)

FINANCIAL DATA	**Current F.Y. Total Cost:**	$ 33,300	**In Current Year Budget:**	Yes
	Current F.Y. Net County Cost:	$ -0-	**Budget Adjustment:**	No
	Annual Net County Cost:	$ -0-	**For Fiscal Year:**	2011/2012

SOURCE OF FUNDS: L&LMD 89-1-C, Zone 97

There are no General Funds used in this project.

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: MARSHA L. VICTOR 8/18/11 DATE

Departmental Concurrence

Dep't Recomm.: ☐ Consent ☒ Policy

Per Exec. Ofc.: ☐ Consent ☒ Policy

Prev. Agn. Ref. | **District:** 1 | **Agenda Number:** 3.87

Form 11 (Rev 07/2007)

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD

3. Approve the annual amount of $33,300 for FY 2011-2012

BACKGROUND: The service required is for the landscape maintenance of Zone 97 of the Landscaping and Lighting Maintenance District No. 89-1-Consolidated (L&LMD No. 89-1-C). The maintenance for this project is funded by special assessment to the property owners within Zone 97 located in Glen Valley (Woodcrest).

L&LMD No. 89-1-C, Zone 97 services the landscaping and irrigation system within the County maintained road right-of-way within the following locations: southerly parkway along Carpinus Drive between Granite Ridge Drive and easterly tract boundary(TR29648, -1); easterly parkway along Granite Ridge Drive between Carpinus Drive and Mountain Shadow Lane; southerly parkway along Mountain Shadow Lane between Granite Ridge Drive and 440 feet easterly; westerly parkway along Aspenleaf Drive between Carpinus Drive and Mountain Shadow Lane; northerly and southerly parkways on Deer Run Road between Sterling Hill Lane and Carpinus Drive; southerly and westerly parkways along Carpinus Drive from Cajalco Road to 180 feet westerly of Red Rock Street; and northerly parkway on Cajalco Road from Carpinus Drive to westerly tract boundary(TR33465).

The Transportation Department issued a formal Request for Quote (RFQ) and solicitations were sent to 19 vendors and advertised on the Transportation Department's Website. Six (6) vendors met with County Staff onsite for a mandatory pre-bid meeting. Five (5) responses were received with a cost range of $22,200 to $59,760 per year. Executive Landscape, Inc. based in Fallbrook was the lowest responsive/responsible bidder at $22,200 annually. Executive Landscape, Inc. provided a quote to fulfill the necessary requirements mandatory for landscaping services. This bid includes prevailing wage rates. Representatives from the Transportation Department evaluated all proposals and recommend the lowest vendor, Executive Landscape, Inc., receive the award. Local Preference was not applicable.

The annual amount of $33,300 includes a contractual contingency amount not to exceed $11,100 annually for costs outside the scope of regular maintenance, including but not limited to replacement of broken sprinklers, plant replacement, damage due to vehicle accidents, vandalism, and irrigation efficiency upgrades. Contractor shall submit a written request to the County for any costs outside the regular scope of maintenance described in Exhibit A within the PSA. Contractor understands and agrees that the costs shall not be incurred against the contingency, and the County will not be liable for such costs, without prior written authorization from the County.

The period of Performance shall be for one year, renewable in one-year increments, for a total of three years, with the final completion date of June 30, 2014 with no obligation by the County of Riverside to purchase any specified amount of services. The County has the option to terminate this contract upon 30 days written notice to the Contractor.

County Counsel has approved the Agreement as to form.

Contract No. 11-08-013
Riverside Co. Transportation

PROFESSIONAL SERVICE AGREEMENT

for

Landscaping and Lighting Maintenance District 89-1-Consolidated,

Zone 97 Landscape Maintenance

between

COUNTY OF RIVERSIDE

and

EXECUTIVE LANDSCAPE, INC.

TABLE OF CONTENTS

This Agreement, made and entered into this 29 day of August, 2011, by and between EXECUTIVE LANDSCAPE, INC., (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, consisting of eight (8) pages at the prices stated in Exhibit B, Payment Provisions, consisting of one (1) page, attached hereto and by this reference incorporated herein.

1.2 CONTRACTOR represents that it has the skills, experience and knowledge necessary to fully and adequately perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continue in effect through June 30, 2012, with the option to renew for two (2) years, renewable in one year increments at the discretion of the County, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed Thirty-three Thousand, Three Hundred dollars and no cents ($33,300.00) annually 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.

3.1.1 This Agreement includes a contractual contingency of 50% ($11,100) for costs outside the scope of regular maintenance, including but not limited to replacement of broken sprinklers, plant replacement, damage due to vehicle accidents, vandalism, and irrigation efficiency upgrades. CONTRACTOR shall submit a written request to COUNTY for any costs outside the regular maintenance described in Exhibit B. **CONTRACTOR UNDERSTANDS AND AGREES THAT COSTS SHALL NOT BE INCURRED AGAINST THE CONTINGENCY, AND COUNTY WILL NOT BE LIABLE FOR SUCH COSTS, WITHOUT PRIOR WRITTEN AUTHORIZATION FROM COUNTY.**

3.2 No price increases will be permitted during the first year of this Agreement. All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

RIVERSIDE COUNTY TRANSPORATION DEPARTMENT
ATTN: MARK HUGHES, 8^{TH} FL
P.O. BOX 1090
RIVERSIDE, CA 92502-1090

a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division;

Agreement number (TLARC#); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.

b) Invoices shall be rendered monthly in arrears.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

5.1. COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 COUNTY may, upon five (5) days written notice, terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress so as to endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

(a) Stop all work under this Agreement on the date specified in the notice of termination; and

(b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement and at the rates set forth in Exhibit B.

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. Ownership/Use of Contract Materials and Products

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY; and may be used by the COUNTY for any purpose COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports or products without prior written authorization of the COUNTY.

7. Conduct of Contractor

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the

CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. <u>Inspection of Service; Quality Control/Assurance</u>

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected, the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess or evaluate CONTRACTOR's performance under this Agreement at any time upon reasonable notice to CONTRACTOR.

9. <u>Independent Contractor</u>

The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

10. <u>Subcontract for Work or Services</u>

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11. <u>Disputes</u>

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator.

12. <u>Licensing and Permits</u>

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the

County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13. Use By Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside County. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

14. Non-Discrimination

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

17. Administration/Contract Liaison

The COUNTY TLMA Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

Riverside County Transportation
P.O. Box 1605
Riverside, CA 92502-1605
Attn: Mark Hughes
(951) 955-6767

CONTRACTOR

Executive Landscape, Inc.
2131 Huffstatler Street
Fallbrook, CA 92028
Attn: Anthony Renoso
(760) 731-9036 ext. 211

19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) 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, employees, subcontractors, agents or representatives Indemnitors 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 Indemnitees in any claim or action based upon such alleged acts or omissions.

21.2 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 circumscribes CONTRACTOR'S indemnification to Indemnitees 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.

21.3 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

21.4 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 CONTRACTOR from indemnifying the Indemnitees to the fullest extent allowed by law.

21.5 CONTRACTOR's indemnification obligations shall also apply to any action or claim regarding actual or alleged intellectual property infringement related to any material or product provided to COUNTY pursuant to this Agreement. In the event of any such action or claim, CONTRACTOR shall provide immediate notice to COUNTY of the action or claim. CONTRACTOR may defend or settle the action or claim as CONTRACTOR deems appropriate; however, CONTRACTOR shall be required to obtain for COUNTY the right to continue to use the material or product (or a similar non-infringing material or product with the same function) on terms identical to those stated in this Agreement.

22. <u>Insurance</u>

22.1 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's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to 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.

22.2 <u>Workers' Compensation</u>: If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than $1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of the County of Riverside.

22.3 Commercial General Liability: Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY 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.

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

22.5 Professional Liability: Contractor shall maintain Professional Liability Insurance providing 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; or 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 as long as the law allows.

22.6 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 must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceed $500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the Country's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-

insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

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, 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 coverage's set forth herein and the insurance required herein is in full force and effect. *CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements 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 the 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.

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; 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 and the monetary limits of liability required under this Agreement, 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 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.

23. General

23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

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

23.3 In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

23.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

23.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims or encumbrances.

23.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

23.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

23.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

COUNTY:

County of Riverside
4080 Lemon Street
Riverside, CA 92501

Signature: ______________________

Print Name: BOB BUSTER

Title: Chairman, of the Board of Supervisors

Dated: ______________________

CONTRACTOR:

Executive Landscape, Inc.
2131 Huffstatler Street
Fallbrook, CA 92088

Signature: Ted Earle

Print Name: Ted Earle

Title: President

Dated: 8/23/2011

FORM APPROVED COUNTY COUNSEL
BY: M. L. Victor 8/18/11
MARSHA L. VICTOR DATE

EXHIBIT A
SCOPE OF SERVICE

1. **Requirements**

A. Meet prevailing wage requirements as follows:

1. Pursuant to the labor code, the governing board of the owner has obtained from the Director of the Department of Industrial Relations, State of California, his/her determination of general prevailing rates of per diem wages applicable to the work, and for holiday and overtime work, including employer payments for health and welfare, pension, vacation, and similar purposes, as set forth on the schedule which is on file at the principal office of the Owner, and which will be made available to any interested person upon request.
2. Contractor's Requirements: For all repair/new installation/maintenance work at these locations, the successful contractor must adhere to the following:
   a. Contractor and/or Sub-contractors (upon County approval) must possess the proper Contractors license issued by the State of California for each craft or type of workman or mechanic needed to execute the contract.
   b. Provide to the TLMA Purchasing Department and/or The Transportation Department a certificate of liability insurance form listing "the County of Riverside" as additional insured and proof of Worker's Compensation Insurance for his employees.
   c. Pay his employees the general prevailing rate of wages for each craft or type of workman or mechanic needed to execute the contract.
   d. Submit certified payroll per form DLSE Form A-1-131

B. Furnish all necessary transportation, permits, insurance and taxes, in their performance of the scope of services.

C. Provide all labor, materials, tools, equipment, traffic control, fuel, and supervision necessary to maintain the landscaping and irrigation systems as required.

D. Schedule work during normal working hours, Monday thru Friday, 7:00 A.M. to 5:00 P.M. Prior approval by the appropriate Transportation Department staff is required for any and all work outside normal working hours, with the exception of emergency situations. Do not schedule or plan on performing landscape or irrigation maintenance on Saturdays or Sundays.

E. JOB SITE – It shall be the bidder's responsibility to visit the job site to check any conditions that may affect their bid. The bidder shall carefully examine the site and shall familiarize himself with all existing conditions, factors and items within, the scope of the work. Claims for allowances due to Contractor's error or negligence, in acquainting themselves with the site, shall not be recognized. By the Contractor's act of submitting a bid, the contractor acknowledges that they have informed themselves of all conditions. By the act of signing the bid, the bidder will be deemed to have made such an examination and to have accepted such conditions, and to have made allowance therefore in preparing his figure to provide a complete and operable system as shown and/or specified.

F. DRESS CODE AND APPEARANCE – The Contractor shall be required to provide uniforms, with the company name imprinted on them, for the contracted personnel. Contracted personnel shall wear uniforms, at all times, when on Landscaping and Lighting Maintenance District 89-1-C (L&LMD 89-1-C) projects.

G. TRAFFIC CONTROL - Traffic Control is the sole responsibility of the Contractor. Additional traffic control may be required if existing traffic control is deemed insufficient.
H. VEHICLE LABELING – The Contractor shall provide company name, telephone number, and Contractor's License number on all vehicles working on L&LMD 89-1-C projects. Labeling maybe permanent or temporary.
I. VEHICLE SAFETY – The Contractor shall provide on their onsite vehicles a 'backup warning device' that operates automatically while the vehicle is backing, such as a buzzard, bell, horn, etc. Vehicles should be parked in such a manner as not to create confusion, a hazard, or block signage. The Contractor shall provide on all of their vehicles a high-intensity rotating, flashing, oscillating or strobe light on their vehicles. Vehicle hazard warning signals may be used to supplement the above required lighting, but not as a replacement. Vehicles shall be in good working order, safe, legally registered to the Company, well maintained, and good in appearance.
J. VEHICLE OCCUPANCY – Contractor shall not exceed passenger vehicle occupancy safety ratings.
K. LICENSING – SHALL MAINTAIN AND SHALL PROVIDE A COPY OF EACH OF THE FOLLOWING LICENSES:
   1. The Contractor shall have a current and valid California Landscape (C-27) Contractor's License;
   2. A current and valid copy of the Contractor's Qualified Applicator License (QAL) including "B" & "C" Categories from a full-time permanent employee on staff;
   3. A current and valid copy of the Pest Control Business License issued to the company performing the landscape work and must have the Pest Control Business License registered with the Riverside County Agriculture Commissioner. A Pest Control Business License is required due to the right-of-way conditions and common public areas. See Exhibit 4. More information is available at: http://www.cdpr.ca.gov/docs/license/lictypes.htm
   4. The County of Riverside Transportation Department may request copies of all chemical/pesticide/herbicide monthly reports (pest control records and/or pesticide use reports) at any time for any reason. Contractor shall maintain to date, daily reports as required by the State and/or County requirements.
L. INSURANCE – SHALL MAINTAIN AND SHALL PROVIDE A COPY OF EACH OF THE FOLLOWING CERTIFICATES:
   1. Provide a copy of a Certificate of Current Liability Insurance (min $1,000,000 per occurrence);
   2. Provide a copy of a Certificate of Current Automobile Liability Insurance (min $1,000,000 per occurrence);
   3. Provide a copy of a Certificate of Current Workers Comp. and Employers Liability Insurance (min $1,000,000 per occurrence).
M. STANDARDS – All tree, shrub, and other woody plant work shall be completed in compliance with Approved American National Standard (ANSI) A300 Standards.
N. EMERGENCY SERVICES – The Contractor shall make available emergency service on a 24 hour a day, seven day per week basis.
O. QUALITY ASSURANCE/INSPECTION – All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Scope of Service) shall be subject to inspection and test by the County or other regulatory agencies at all times. The Contractor shall provide adequate cooperation to any inspector or other County representative to permit him/her to

determine the Contractor's conformity with the terms of this Scope of Service. If any services performed or products provided by Contractor are not in conformance with this Scope of Service, the County shall have the right to require the Contractor to perform the services or provide the products in conformance with the terms of this Scope of Service at no additional cost to the County. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected, the County shall have the right to: (1) require the Contractor immediately to take all necessary steps to ensure future performance in conformity with the terms of this Scope of Service; and/or (2) reduce the price (including monthly maintenance cost) to reflect the reduced value of the services performed or products provided. The County may also terminate the Contract as a result of default and charge to Contractor any costs incurred by the County because of the Contractor's failure to perform.

Contractor shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Scope of Service; and shall permit a County representative or other regulatory official to monitor, assess or evaluate Contractor's performance under this Scope of Service at any time with/without reasonable notice to Contractor.

The Contractor shall use an adequate number of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of all work contained in these specifications. County may request Contractor's personnel be removed from the site without explanation or reason. Such personnel shall be allowed to work the rest of the day, but must be replaced by the next day or next service day, whichever is sooner.

P. EXISTING/PROOF OF CREDIT - Evidence of existing line of credit with irrigation wholesale house/vendor (min $5,000 for irrigation/landscape supplies) and existing line of credit with wholesale nursery stock vendor (min $2,500 for nursery stock/trees). Provide letter or other documentation under Section "C" Company Profile in proposal section.

2. Parkways

A. The Contractor shall maintain all parkways in a weed-free condition. **All areas shall be checked on a <u>weekly</u> basis and any visible weeds shall be removed and / or sprayed with herbicide. <u>ADJACENT</u> plant material shall not be harmed with herbicides.**

B. The Contractor shall maintain all parkways in a trash-free condition. **All areas shall be checked on a <u>weekly</u> basis and any visible trash shall be removed.**

C. The Contractor shall control all pests and diseases, including rodents and snails at no additional cost to the County. Time and materials shall be all-inclusive in the monthly cost. This includes any existing pests and diseases. Bee hives may be removed at an additional expense.

D. The Contractor shall trim any dead material from all shrubs, bushes, and groundcover to maintain a pleasing appearance at all times.

E. The Contractor shall trim and edge all groundcover adjacent to all hardscape and around all trees (minimum 12" radius) and shrub trunks to maintain a pleasing appearance at all times. The Contractor shall trim plant groundcover materials at a minimum of 12" (1 foot) and at a 45 degree angle from all hardscape edges for ease in maintenance and optimum irrigation efficiency (drip distance may vary, and may not require 45 degree cut). This shall be completed by the first day of the second month of the following year the contract is established (i.e. February 1, 2012) and continue throughout the contract.

F. The Contractor shall trim and edge around all fixed objects including fire hydrants, telephone poles, irrigation boxes, utilities fixtures, and other noticeable items. The contractor shall trim plant material back a minimum of 12" (1 foot) from all utilities and utility boxes in all planted areas and also at a 45 degree angle where groundcover is established. Any fines imposed from utility providers as a result of shrub or plant material over growth will be passed on to the maintaining contractor.

G. The Contractor shall trim and keep all shrubs and bushes at reasonable height, species specific. Bushes and shrubs shall be maintained to prevent any line of sight conditions. Bushes and shrubs shall be maintained at least two blocks below the top of a block wall. Extreme pruning is not permitted. Natural appearance is preferred, avoid "balling" shrubs or unnecessarily "squaring off" plant material.

H. All tree, shrub, and other woody plant work shall be completed in compliance with Approved American National Standard (ANSI) A300 Standards.

I. Gutters, curbs, and sidewalks shall be cleaned off weekly and debris removed from the site. Gutters, curbs, and sidewalks shall be free of leaves, dirt, trash, and other non-beneficial items. Weeds between the pavement and gutter, gutter and sidewalk, and between sidewalk sections shall be removed weekly.

J. Drainage facilities integrated within the landscaped area shall be kept clear and all trash and debris shall be removed weekly.

K. Illegal signs (such as for sale signs, for rent signs, yard sale signs, or advertisements) shall be removed weekly and disposed of in the trash.

3. Tree Care

A. Contractor shall control all pests and diseases, including rodents and snails at no additional cost to the County. Time and materials shall be all-inclusive in the monthly cost. This includes existing pests and diseases. Bee hives may be removed at an additional expense.

B. Contractor shall remove damaged branches in compliance with Approved American National Standard (ANSI) A300 Standards, <u>at no additional</u> cost to the County.

C. Contractor shall re-stake and support trees when necessary, stake and ties to be placed so no chafing of bark occurs. All work shall be in compliance with Approved American National Standard (ANSI) A300 Standards, <u>at an additional</u> cost to the County.

D. Contractor shall check all guys and ties frequently to prevent girding.

E. Contractor shall irrigate as required to maintain adequate growth rate and appearance.

F. Tree trimming above 12 feet will not be the responsibility of the Landscape Maintenance Contractor. Tree trimming shall be restricted to line of sight, low hanging branches, or other necessity (crown cleaning, thinning, raising). Any tree trimming shall be in compliance with Approved American National Standard (ANSI) A300 Standards.

G. Tree Stake Removal: It shall be the responsibility of the contractor to remove all tree stakes under direction of the landscape inspector. The contractor may also remove tree stakes if it noticed that they are no longer serving their purpose as support to the tree, or if it is noticed that the tree stakes are impeding the growth or health of the tree.

4. Fertilization, Post-Emergent, and Pre-Emergent

A. Plant material shall be fertilized according to their individual needs to maintain good health, vigor and color throughout the year.
B. Fertilizers shall be applied a **minimum** of four (4) times a year.
C. A slow release fertilizer shall be used.
D. Fertilizers shall have a ratio of 3:1:1 or 3:1:2 and shall have a salt index level less than 50.
E. Fertilization of plant material shall be in compliance with Approved American National Standard (ANSI) A300 Standards.
F. Manufacturer, type, amount and date of application shall appear on the invoice (as a No Charge) for the period at which it was applied.
G. Contractor shall supply soils report(s) at cost to the County, at the County's request.
H. Contractor shall apply a pre-emergent systemic herbicide throughout the project as needed or by the request of the County at no additional charge.
I. Contractor shall apply a post-emergent systemic herbicide throughout the project as needed or by the request of the County at no additional charge.
J. Whenever herbicides are used, Contractor shall apply when air currents are still to prevent herbicide drift onto adjacent property, and to prevent any toxic exposure to persons whether or not they are in or on the grounds.
K. Contractor shall be responsible for any legal issues arising from the use of chemicals and their application. Contractor shall report any chemical based violations to the County and/or the Transportation Department.
L. The cost for chemicals and their application is the responsibility of the Contractor.
M. Contractor shall water in chemicals as needed. Drip applications may need to be watered in with a hose to clean off foliage and water in fertilizer. Chemical and fertilizer applications should try to coincide with rain events. Contractors shall also apply chemicals at the correct time of the year to minimize any turf/plant damage.

5. Irrigation

A. **<u>The Contractor shall be responsible for all water costs.</u>**
The Transportation Department will receive and pay for all water invoices and the Contractor shall reduce the monthly service invoice by the water invoice amount.
B. **<u>The water costs must be included in your bid.</u>**
For information regarding the average annual water costs for this project contact:
Mark P. Hughes, Principal Engineering Technician @ 951-955-6767
C. The Contractor shall maintain the complete irrigation system in an operable condition.
D. The Contractor shall adjust water application to compensate for changes in weather. **Irrigation systems shall be shut off when rain occurs,** unless an automatic rain sensing device is installed on the system. If the controller is to be shut down, it is suggested that a "shut down window" (i.e. two days, three days, etc.) be programmed into the controller, opposed to a complete shut down. Valves shall be exercised at least once a month for a minimum of 3 minutes to maintain valve diagram health.
E. The Contractor shall set run times for the irrigation system for the promotion of good health, vigor, and color throughout the year. Plant stress/decline presumed to be from lack of irrigation will be grounds for <u>immediate termination of the contract</u>. Existing

controllers set up on ET based irrigation scheduling shall remain ET based (adjustable, weather based). Existing controllers ET based controllers not set up on ET shall be within six (6) months of the site being turned over to Contractor. Irrigation Technicians shall be familiar with ET, Precipitation rates (PR), Distribution uniformity (DU), flow rates, and other major irrigation terms and procedures.

F. The Contractor shall make a dedicated effort not to overwater plant material and cause plant decline. Contractor shall make a dedicated effort to abide by Riv. Co. Ord. 859.2.
G. Irrigation efficiency shall not be decreased by any means. "VAN" type nozzles are not a substitution for "MPR" nozzles. Repair items shall be equal or of greater quality than original (including SAM, PRS, SAM-PRS heads).
H. No repairs over $150.00 shall be performed without written prior approval from L&LMD administration. Unapproved repairs will be the responsibility of the Contractor. Contractor shall charge a reasonable wholesale price, and include tax within the item cost. Contractor shall use maps provided by the L&LMD to document locations of said repairs.
I. Irrigation labor shall be restricted to work done on the premises only. Providing parts and delivery are the responsibility of the Contractor.
J. Repair or replacement of equipment damaged as a result of the Contractor's negligence shall be repaired/replaced at the Contractor's expense. All repairs shall be made within one watering period.
K. Landscape Contractor on a weekly basis shall verify, inspect, clean and repair, as required, all irrigation heads for full coverage and efficiency adjustments. Inspections and repairs shall be made by an irrigation professional well versed with basic and advanced irrigation principles. Irrigation truck shall be equipped with irrigation tools and supplies to fix the most common sprinklers, valves, and other irrigation components with a standalone truck. It is not advised to have the maintenance crew perform advanced repairs and/or replacement.
L. Calsense controllers equipped with an RRe controller option shall only use an RRe remote to perform irrigation testing. This requirement establishes the water use into the correct water report.

6. Safety

A. Contractor shall be solely responsible for the condition of the premises on which the work is performed and for safety of the premises on which the work is performed. This requirement shall not be limited to normal working hours, but shall apply continuously.
B. Contractor shall conform to all governing safety regulations.
C. Contractor is not authorized to block a traffic lane unless all legal traffic control measures are in place, and the County has been notified of the intended closure 72 hours in advance.
D. Contractor shall not trespass, perform illegal activities, or walk on top of walls.
E. Contractor shall be in compliance with Approved American National Standard (ANSI) Z133.1-2006 Standards while working/participating in horticulture work.
F. Contractor shall use ladders in a safe and responsible manner.
G. Contractor shall be responsible for the proper education of their employees on all equipment used by the employees. Contractor shall perform annual safety instruction.

7. General

A. Leaves, paper, weeds, clippings and other debris shall be removed from landscaped areas and disposed of legally offsite by the Contractor. Contractor is not permitted to leave any clippings, trimmings, bags, or associated piles overnight.
B. Contractor shall clean roadways and other areas dirtied by his maintenance operations. Contractor shall not blow any major or minor materials into the roadways at any time.
C. Contractor shall clean sidewalks, curbs, and gutters weekly of debris and weeds.
D. Contractor shall furnish all labor and materials necessary to accomplish maintenance in accordance with foregoing specifications.
E. Whenever herbicides are used, **Contractor shall apply when air currents are still to prevent herbicide drift onto adjacent property**, and to prevent any toxic exposure to persons whether or not they are in or on the grounds. Damage to adjacent formal plant material deemed to be damaged by herbicide use will be replaced by the Contractor, at the Contractors' expense.
F. Contractor shall submit and maintain a current maintenance schedule for this and all L&LMD projects, to be updated as needed to maintain an accurate schedule.
G. If, during the effective period of this agreement, the Contractor violates any of the provisions of this contract or fails to properly provide the service required by this Contract, the L&LMD administrator will **initiate termination procedures.**
H. Contractor shall not wash down hardscape, sidewalks, curbs, and gutters with water in any instance the runoff would enter a storm drain or any other waterway. Contractors shall not wash down any equipment with water on any project where runoff would enter a storm drain or any other waterway. Proper cleaning of sidewalks, curbs, gutters, streets, and hardscape include raking, blowing, sweeping, and vacuuming. Remember - "ONLY RAIN IN THE STORM DRAIN".
I. Contractor shall focus on spill prevention, spill control, and spill cleanup at all times while on L&LMD maintenance activities. Contractor shall practice safe storage practices of all chemicals and landscape products at all times while on L&LMD maintenance activities. Contractor shall readily cleanup any spills associated with their maintenance activities including: blowing excess fertilizer into a landscaped area only; preventing fuel spillage during refueling activities; seal leaking containers (glue & primer), etc.

8. Extra Work and Warranty Period

A. All extra work must have written approval prior to the work being performed.
B. Any products or services not otherwise specified in this specification shall be negotiated between the Landscape Maintenance Contractor and the County at a price agreed upon by both parties.
C. A one-year unconditional warranty shall be in effect for any extra work completed by the Contractor. The warranty shall cover all materials and workmanship.

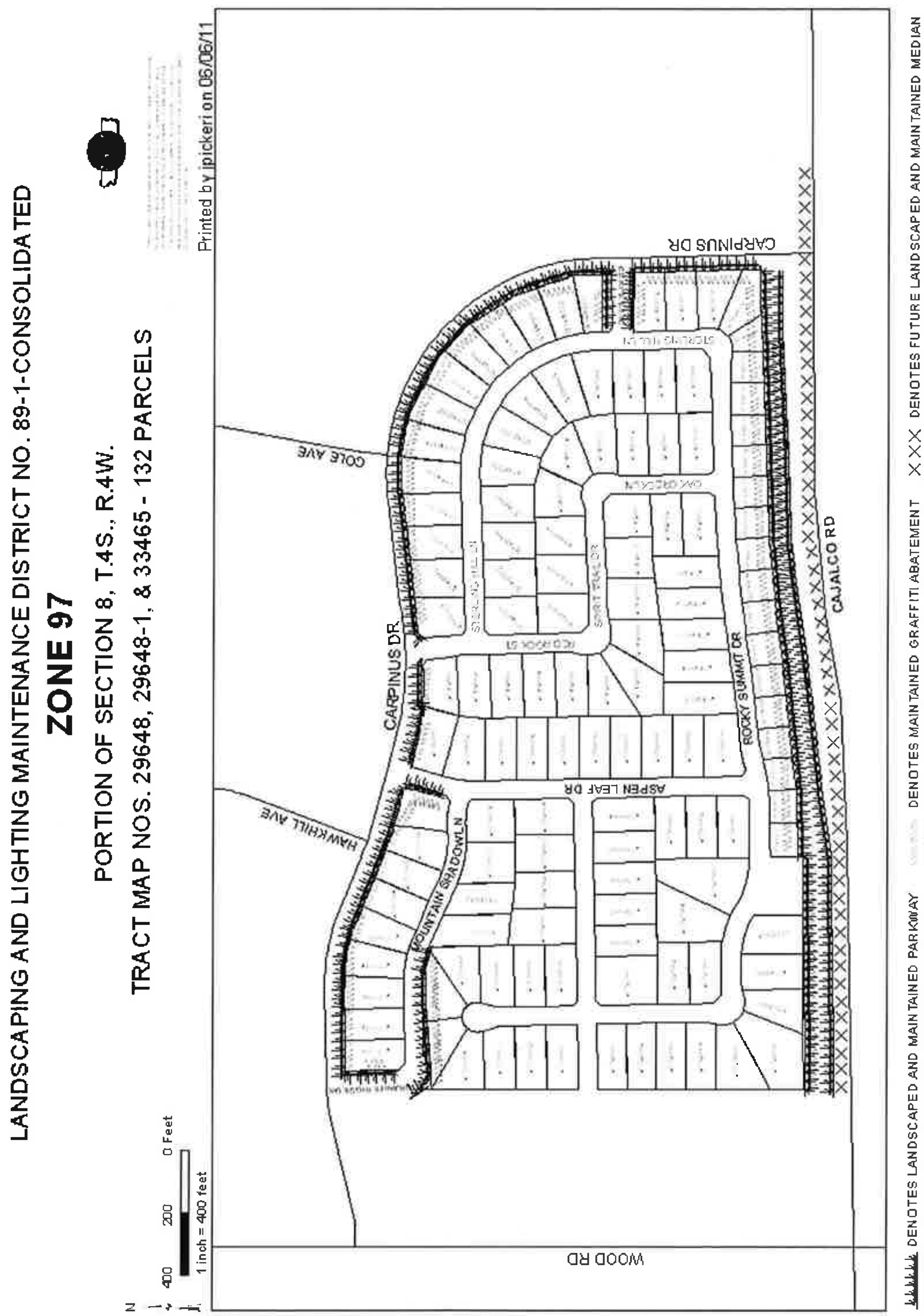
9. End of Contract - Plant Replacement/Water Costs

A. Thirty (30) days prior to the termination of the maintenance contract, an inspection of any foliage will be conducted by the Contractor and the County. Any foliage deemed by the County to be in poor condition will be replaced at the Contractor's expense.
B. Contractor shall be responsible for water costs up to and including the last day on the contract. Contractor will wait for final water bills prior to invoicing County for last month of landscape maintenance.

10. Performance Evaluation

A. The performance of the maintenance work will be reviewed and monitored by the County on an ongoing basis.
B. The County may review individual landscaped areas at any given time with or without the presence of the Landscape Maintenance Contractor.
C. During these reviews, the County may utilize a Landscape Maintenance Evaluation Checklist, photos or video to document the findings.
D. Implementation of rating scale for designated landscape maintenance tasks and overall performance will be evaluated on a point system. A rating falling below 75% of all possible points will be deemed unsatisfactory. Certain elements may result in an automatic score of less than 75% including but not limited to any item in Section 2.2 or waste of water caused by lack of irrigation maintenance/contractor negligence.
E. **A 10-25% reduction of the monthly payment amount will be assessed for each month the evaluation rating is defined unsatisfactory twice in 28 days. Three (3) consecutive ratings may, at the discretion of the County, result in termination of the entire contract.**

11. Location Map attached.



LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 89-1-CONSOLIDATED
ZONE 97
PORTION OF SECTION 8, T.4S., R.4W.
TRACT MAP NOS. 29648, 29648-1, & 33465 - 132 PARCELS
Printed by jpickeri on 06/06/11
1 inch = 400 feet
400
200
0 Feet
N
CARPINUS DR
COLE AVE
HAWKHILL AVE
ASPEN LEAF DR
ROCKY SUMMIT DR
MOUNTAIN SHADOW LN
CAJALCO RD
WOOD RD
DENOTES LANDSCAPED AND MAINTAINED PARKWAY
DENOTES MAINTAINED GRAFFITI ABATEMENT
XXX DENOTES FUTURE LANDSCAPED AND MAINTAINED MEDIAN

EXHIBIT B
PAYMENT PROVISION

Zone 97			
Project		**Location**	**Monthly service charge including water charges**
1	Glen Valley	Southerly parkway landscaping along Carpinus Drive between Granite Ridge Drive and easterly tract boundary (180 feet east of Aspenleaf Drive. Easterly parkway landscaping along Granite Ridge Drive between Carpinus Drive and Mountain Shadow Lane. Southerly parkway landscaping along Mountain Shadow Lane between Granite Ridge Drive and to 440 feet easterly. Westerly parkway landscaping along Aspenleaf Drive between Carpinus drive and Mountain Shadow Lane. Northerly and southerly parkway landscaping on Deer Run Road between Sterling Hill Lane and Carpinus Drive. Southerly and westerly parkway landscaping along Carpinus Drive from Cajalco Road to 180 feet westerly of Red Rock Street. Northerly Parkway landscaping on Cajalco Road from Carpinus to westerly tract boundary (tract 33465), approximately 2,650 feet westerly.	**$1,850.00**
		Monthly Grand Total	**$1,850.00**

PAYMENT PROVISION- EXTRA WORK
Landscaping & Lighting Maintenance District NO. 89-1-CONSOLIDATED

Zone 97	
Description	**Labor and Material Cost**
Plant 24" Box Tree, triple stake & 6 ties	**$325.00**
Plant 15 Gallon Tree, triple stake & 6 ties	**$127.61**
Plant 5 Gallon Shrub, Amendments & Fertilizer	**$23.17**
Plant 1 Gallon Shrub, Amendments & Fertilizer	**$10.11**
Plant 1 Flat of Ground Cover, Amendments & Fertilizer	**$38.00**
Description	**Labor Cost per Hour**
Laborer	**$28.00**
Irrigation Technician	**$43.00**
Foreman	**$38.00**

861A

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

COUNTY OF RIVERSIDE MAY 9, 1893

FROM: TLMA - Transportation Department

SUBMITTAL DATE: August 31, 2011

SUBJECT: Approval of a Professional Service Agreement for Landscape Maintenance Services for the Transportation Department - L&LMD 89-1-C Zone 11

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and execute the Professional Service Agreement (PSA) from the lowest responsive/responsible vendor Executive Landscape, Inc. based on competitive bids plus the 5% local preference differential for landscape services administered by the Transportation Department, and;
2. Authorize the Chairman of the Board of Supervisors to execute the agreement on behalf of the County with the option to renew annually for up to two (2) additional one-year

Juan C. Perez
Director of Transportation

MPH:bh
(Continued On Attached Page)

FINANCIAL DATA				
	Current F.Y. Total Cost:	$ 35,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	$ -0-	Budget Adjustment:	No
	Annual Net County Cost:	$ -0-	For Fiscal Year:	2011/2012

SOURCE OF FUNDS: L&LMD 89-1-C, Zone 11

There are no General Funds used in this project.

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

FORM APPROVED COUNTY COUNSEL
BY: MARSHA L. VICTOR 8/18/11
DATE

Dep't Recomm.: ☐ Consent ☒ Policy

Per Exec. Ofc.: ☐ Consent ☒ Policy

Prev. Agn. Ref.	District: 1	Agenda Number: 3.88

Form 11 (Rev 07/2007)

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

periods at the discretion of the County of Riverside, and;

3. Approve the annual amount of $35,000 for FY 2011-2012

BACKGROUNDBACKGROUND: The service required is for the landscape maintenance of Zone 11 of the Landscaping and Lighting Maintenance District No. 89-1-Consolidated (L&LMD No. 89-1-C). The maintenance for this project is funded by special assessment to the property owners within Zone 11 located in Glen Valley (Woodcrest).

L&LMD No. 89-1-C, Zone 11 services the landscaping and irrigation system within the County maintained road right-of-way within the following locations: northeasterly parkway along the corner of Avenue "C" and Wood Road; easterly parkway along Wood Road between Avenue "C" and Avenue "E" ; easterly parkway along Wood Road between Avenue "E" and Carpinus Drive; northerly parkway along Carpinus Drive between Wood Road and easterly tract boundary(TR29646, -1); easterly parkway along Elkhorn Road between Painted Rock Street and Carpinus Drive; easterly parkway along Hawkhill Avenue between Copper Ridge Street and Carpinus Drive; and westerly parkway along Cole Avenue between Copper Ridge Street and Carpinus Drive.

The Transportation Department issued a formal Request for Quote (RFQ) and solicitations were sent to 19 vendors and advertised on the Transportation Department's Website. Six (6) vendors met with County Staff onsite for a mandatory pre-bid meeting. Five (5) responses were received with a cost range of $23,400 to $64,760 per year. Executive Landscape, Inc. based in Fallbrook was the lowest responsive/responsible bidder at $23,400 annually. Executive Landscape, Inc. provided a quote to fulfill the necessary requirements mandatory for landscaping services. This bid includes prevailing wage rates. Representatives from the Transportation Department evaluated all proposals and recommend the lowest vendor, Executive Landscape, Inc., receive the award. Local Preference was not applicable.

The annual amount of $35,000 includes a contractual contingency amount not to exceed $11,600 annually for costs outside the scope of regular maintenance, including but not limited to replacement of broken sprinklers, plant replacement, damage due to vehicle accidents, vandalism, and irrigation efficiency upgrades. Contractor shall submit a written request to the County for any costs outside the regular scope of maintenance described in Exhibit A within the PSA. Contractor understands and agrees that the costs shall not be incurred against the contingency, and the County will not be liable for such costs, without prior written authorization from the County.

The period of Performance shall be for one year, renewable in one-year increments, for a total of three years, with the final completion date of June 30, 2014 with no obligation by the County of Riverside to purchase any specified amount of services. The County has the option to terminate this contract upon 30 days written notice to the Contractor.

County Counsel has approved the Agreement as to form.

Contract No. 11-08-012
Riverside Co. Transportation

PROFESSIONAL SERVICE AGREEMENT

for

Landscaping and Lighting Maintenance District 89-1-Consolidated,

Zone 11 Landscape Maintenance

between

COUNTY OF RIVERSIDE

and

EXECUTIVE LANDSCAPE, INC.

TABLE OF CONTENTS

This Agreement, made and entered into this 9th day of August, 2011, by and between EXECUTIVE LANDSCAPE, INC., (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. **Description of Services**

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, consisting of ten (10) pages at the prices stated in Exhibit B, Payment Provisions, consisting of one (1) page, attached hereto and by this reference incorporated herein.

1.2 CONTRACTOR represents that it has the skills, experience and knowledge necessary to fully and adequately perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. **Period of Performance**

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continue in effect through June 30, 2012, with the option to renew for two (2) years, renewable in one year increments at the discretion of the County, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter.

3. **Compensation**

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed Thirty-five Thousand dollars and no cents ($35,000) annually 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.

3.1.1 This Agreement includes a contractual contingency of 50% ($11,600) for costs outside the scope of regular maintenance, including but not limited to replacement of broken sprinklers, plant replacement, damage due to vehicle accidents, vandalism, and irrigation efficiency upgrades. CONTRACTOR shall submit a written request to COUNTY for any costs outside the regular maintenance described in Exhibit B. **CONTRACTOR UNDERSTANDS AND AGREES THAT COSTS SHALL NOT BE INCURRED AGAINST THE CONTINGENCY, AND COUNTY WILL NOT BE LIABLE FOR SUCH COSTS, WITHOUT PRIOR WRITTEN AUTHORIZATION FROM COUNTY.**

3.2 No price increases will be permitted during the first year of this Agreement. All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

RIVERSIDE COUNTY TRANSPORATION DEPARTMENT
ATTN: MARK HUGHES, 8^{TH} FL
P.O. BOX 1090
RIVERSIDE, CA 92502-1090

a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division;

Agreement number (TLARC#); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.

b) Invoices shall be rendered monthly in arrears.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

5.1. COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 COUNTY may, upon five (5) days written notice, terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress so as to endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

(a) Stop all work under this Agreement on the date specified in the notice of termination; and

(b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement and at the rates set forth in Exhibit B.

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. Ownership/Use of Contract Materials and Products

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY; and may be used by the COUNTY for any purpose COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports or products without prior written authorization of the COUNTY.

7. Conduct of Contractor

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected, the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess or evaluate CONTRACTOR's performance under this Agreement at any time upon reasonable notice to CONTRACTOR.

9. Independent Contractor

The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

10. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11. Disputes

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator.

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13. Use By Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside County. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

14. Non-Discrimination

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

17. Administration/Contract Liaison

The COUNTY TLMA Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The TLMA Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

Riverside County Transportation
P.O. Box 1605
Riverside, CA 92502-1605
Attn: Mark Hughes
(951) 955-6767

CONTRACTOR

Executive Landscape, Inc.
2131 Huffstatler Street
Fallbrook, CA 92028
Attn: Anthony Renoso
(760) 731-9036 ext. 211

19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) 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, employees, subcontractors, agents or representatives Indemnitors 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 Indemnitees in any claim or action based upon such alleged acts or omissions.

21.2 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 circumscribes CONTRACTOR'S indemnification to Indemnitees 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.

21.3 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

21.4 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 CONTRACTOR from indemnifying the Indemnitees to the fullest extent allowed by law.

21.5 CONTRACTOR's indemnification obligations shall also apply to any action or claim regarding actual or alleged intellectual property infringement related to any material or product provided to COUNTY pursuant to this Agreement. In the event of any such action or claim, CONTRACTOR shall provide immediate notice to COUNTY of the action or claim. CONTRACTOR may defend or settle the action or claim as CONTRACTOR deems appropriate; however, CONTRACTOR shall be required to obtain for COUNTY the right to continue to use the material or product (or a similar non-infringing material or product with the same function) on terms identical to those stated in this Agreement.

22. <u>Insurance</u>

22.1 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's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to 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.

22.2 <u>Workers' Compensation</u>: If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than $1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of the County of Riverside.

22.3 <u>Commercial General Liability:</u> Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY 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.

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

22.5 Professional Liability: Contractor shall maintain Professional Liability Insurance providing 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; or 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 as long as the law allows.

22.6 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 must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceed $500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the Country's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

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, 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 coverage's set forth herein and the insurance required herein is in full force and effect. *CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements 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 the 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.

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; 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 and the monetary limits of liability required under this Agreement, 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 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.

23. <u>General</u>

23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

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

23.3 In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

23.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

23.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims or encumbrances.

23.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

23.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

23.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

COUNTY:	**CONTRACTOR:**
County of Riverside 4080 Lemon Street Riverside, CA 92501	Executive Landscape, Inc. 2131 Huffstatler Street Fallbrook, CA 92088
Signature:__________	Signature: [signature]
Print Name: BOB BUSTER	Print Name: Ted Barkle
Title: Chairman, of the Board of Supervisors	Title: President
Dated: __________	Dated: 8/22/2011

FORM APPROVED COUNTY COUNSEL
BY: [signature] 8/18/11
MARSHA L. VICTOR DATE

EXHIBIT A
SCOPE OF SERVICE

1. Requirements

A. Meet prevailing wage requirements as follows:
   1. Pursuant to the labor code, the governing board of the owner has obtained from the Director of the Department of Industrial Relations, State of California, his/her determination of general prevailing rates of per diem wages applicable to the work, and for holiday and overtime work, including employer payments for health and welfare, pension, vacation, and similar purposes, as set forth on the schedule which is on file at the principal office of the Owner, and which will be made available to any interested person upon request.
   2. Contractor's Requirements: For all repair/new installation/maintenance work at these locations, the successful contractor must adhere to the following:
      a. Contractor and/or Sub-contractors (upon County approval) must possess the proper Contractors license issued by the State of California for each craft or type of workman or mechanic needed to execute the contract.
      b. Provide to the TLMA Purchasing Department and/or The Transportation Department a certificate of liability insurance form listing "the County of Riverside" as additional insured and proof of Worker's Compensation Insurance for his employees.
      c. Pay his employees the general prevailing rate of wages for each craft or type of workman or mechanic needed to execute the contract.
      d. Submit certified payroll per form DLSE Form A-1-131

B. Furnish all necessary transportation, permits, insurance and taxes, in their performance of the scope of services.

C. Provide all labor, materials, tools, equipment, traffic control, fuel, and supervision necessary to maintain the landscaping and irrigation systems as required.

D. Schedule work during normal working hours, Monday thru Friday, 7:00 A.M. to 5:00 P.M. Prior approval by the appropriate Transportation Department staff is required for any and all work outside normal working hours, with the exception of emergency situations. Do not schedule or plan on performing landscape or irrigation maintenance on Saturdays or Sundays.

E. JOB SITE – It shall be the bidder's responsibility to visit the job site to check any conditions that may affect their bid. The bidder shall carefully examine the site and shall familiarize himself with all existing conditions, factors and items within, the scope of the work. Claims for allowances due to Contractor's error or negligence, in acquainting themselves with the site, shall not be recognized. By the Contractor's act of submitting a bid, the contractor acknowledges that they have informed themselves of all conditions. By the act of signing the bid, the bidder will be deemed to have made such an examination and to have accepted such conditions, and to have made allowance therefore in preparing his figure to provide a complete and operable system as shown and/or specified.

F. DRESS CODE AND APPEARANCE – The Contractor shall be required to provide uniforms, with the company name imprinted on them, for the contracted personnel. Contracted personnel shall wear uniforms, at all times, when on Landscaping and Lighting Maintenance District 89-1-C (L&LMD 89-1-C) projects.

G. TRAFFIC CONTROL - Traffic Control is the sole responsibility of the Contractor. Additional traffic control may be required if existing traffic control is deemed insufficient.

H. VEHICLE LABELING – The Contractor shall provide company name, telephone number, and Contractor's License number on all vehicles working on L&LMD 89-1-C projects. Labeling maybe permanent or temporary.

I. VEHICLE SAFETY – The Contractor shall provide on their onsite vehicles a 'backup warning device' that operates automatically while the vehicle is backing, such as a buzzard, bell, horn, etc. Vehicles should be parked in such a manner as not to create confusion, a hazard, or block signage. The Contractor shall provide on all of their vehicles a high-intensity rotating, flashing, oscillating or strobe light on their vehicles. Vehicle hazard warning signals may be used to supplement the above required lighting, but not as a replacement. Vehicles shall be in good working order, safe, legally registered to the Company, well maintained, and good in appearance.

J. VEHICLE OCCUPANCY – Contractor shall not exceed passenger vehicle occupancy safety ratings.

K. LICENSING – SHALL MAINTAIN AND SHALL PROVIDE A COPY OF EACH OF THE FOLLOWING LICENSES:
   1. The Contractor shall have a current and valid California Landscape (C-27) Contractor's License;
   2. A current and valid copy of the Contractor's Qualified Applicator License (QAL) including "B" & "C" Categories from a full-time permanent employee on staff;
   3. A current and valid copy of the Pest Control Business License issued to the company performing the landscape work and must have the Pest Control Business License registered with the Riverside County Agriculture Commissioner. A Pest Control Business License is required due to the right-of-way conditions and common public areas. See Exhibit 4. More information is available at: http://www.cdpr.ca.gov/docs/license/lictypes.htm
   4. The County of Riverside Transportation Department may request copies of all chemical/pesticide/herbicide monthly reports (pest control records and/or pesticide use reports) at any time for any reason. Contractor shall maintain to date, daily reports as required by the State and/or County requirements.

L. INSURANCE – SHALL MAINTAIN AND SHALL PROVIDE A COPY OF EACH OF THE FOLLOWING CERTIFICATES:
   1. Provide a copy of a Certificate of Current Liability Insurance (min $1,000,000 per occurrence);
   2. Provide a copy of a Certificate of Current Automobile Liability Insurance (min $1,000,000 per occurrence);
   3. Provide a copy of a Certificate of Current Workers Comp. and Employers Liability Insurance (min $1,000,000 per occurrence).

M. STANDARDS – All tree, shrub, and other woody plant work shall be completed in compliance with Approved American National Standard (ANSI) A300 Standards.

N. EMERGENCY SERVICES – The Contractor shall make available emergency service on a 24 hour a day, seven day per week basis.

O. QUALITY ASSURANCE/INSPECTION – All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Scope of Service) shall be subject to inspection and test by the County or other regulatory agencies at all times. The Contractor shall provide adequate cooperation to any inspector or other County representative to permit him/her to determine the Contractor's conformity with the terms of this Scope of Service. If any services performed or products provided by Contractor are not in conformance with this Scope of Service, the County shall have the right to require the Contractor to perform the services or provide the products in conformance with the terms of this Scope of Service at no additional cost to the County. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected, the County shall have the right to: (1) require the Contractor immediately to take all necessary steps to ensure future performance in conformity with the terms of this Scope of Service; and/or (2) reduce the price (including monthly maintenance cost) to reflect the reduced value of the services performed or products provided. The County may also terminate the Contract as a result of default and charge to Contractor any costs incurred by the County because of the Contractor's failure to perform.

Contractor shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Scope of Service; and shall permit a County representative or other regulatory official to monitor, assess or evaluate Contractor's performance under this Scope of Service at any time with/without reasonable notice to Contractor.

The Contractor shall use an adequate number of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of all work contained in these specifications. County may request Contractor's personnel be removed from the site without explanation or reason. Such personnel shall be allowed to work the rest of the day, but must be replaced by the next day or next service day, whichever is sooner.

P. EXISTING/PROOF OF CREDIT - Evidence of existing line of credit with irrigation wholesale house/vendor (min $5,000 for irrigation/landscape supplies) and existing line of credit with wholesale nursery stock vendor (min $2,500 for nursery stock/trees). Provide letter or other documentation under Section "C" Company Profile in proposal section.

2. Parkways

A. The Contractor shall maintain all parkways in a weed-free condition. **All areas shall be checked on a <u>weekly</u> basis and any visible weeds shall be removed and / or sprayed with herbicide. <u>ADJACENT</u> plant material shall not be harmed with herbicides.**

B. The Contractor shall maintain all parkways in a trash-free condition. **All areas shall be checked on a <u>weekly</u> basis and any visible trash shall be removed.**

C. The Contractor shall control all pests and diseases, including rodents and snails at no additional cost to the County. Time and materials shall be all-inclusive in the monthly cost. This includes any existing pests and diseases. Bee hives may be removed at an additional expense.

D. The Contractor shall trim any dead material from all shrubs, bushes, and groundcover to maintain a pleasing appearance at all times.

E. The Contractor shall trim and edge all groundcover adjacent to all hardscape and around all trees (minimum 12" radius) and shrub trunks to maintain a pleasing appearance at all times. The Contractor shall trim plant groundcover materials at a minimum of 12" (1 foot) and at a 45 degree angle from all hardscape edges for ease in maintenance and optimum irrigation efficiency (drip distance may vary, and may not require 45 degree cut). This shall be completed by the first day of the second month of the following year the contract is established (i.e. February 1, 2012) and continue throughout the contract.

F. The Contractor shall trim and edge around all fixed objects including fire hydrants, telephone poles, irrigation boxes, utilities fixtures, and other noticeable items. The contractor shall trim plant material back a minimum of 12" (1 foot) from all utilities and utility boxes in all planted areas and also at a 45 degree angle where groundcover is established. Any fines imposed from utility providers as a result of shrub or plant material over growth will be passed on to the maintaining contractor.

G. The Contractor shall trim and keep all shrubs and bushes at reasonable height, species specific. Bushes and shrubs shall be maintained to prevent any line of sight conditions. Bushes and shrubs shall be maintained at least two blocks below the top of a block wall. Extreme pruning is not permitted. Natural appearance is preferred, avoid "balling" shrubs or unnecessarily "squaring off" plant material.

H. All tree, shrub, and other woody plant work shall be completed in compliance with Approved American National Standard (ANSI) A300 Standards.

I. Gutters, curbs, and sidewalks shall be cleaned off weekly and debris removed from the site. Gutters, curbs, and sidewalks shall be free of leaves, dirt, trash, and other non-beneficial items. Weeds between the pavement and gutter, gutter and sidewalk, and between sidewalk sections shall be removed weekly.

J. Drainage facilities integrated within the landscaped area shall be kept clear and all trash and debris shall be removed weekly.

K. Illegal signs (such as for sale signs, for rent signs, yard sale signs, or advertisements) shall be removed weekly and disposed of in the trash.

3. Fencing

A. Contractor shall replace rails, caps with screws and posts with like white vinyl fencing/ wood fencing components on an as needed basis, at an additional cost.

B. All new posts shall be placed in the same locations as the ones removed and back-filled with ready-mix concrete approximately 18 inches below grade level with clean soil placed on top, level with the ground/ **mounded or formed at the top of concrete to disperse water and to prevent excessive water saturation.**

C. Contractor shall promptly clean-up any debris resulting from the fence repair/replacement operation. All debris from the fence repair/replacement operation shall be cleaned up each day before the work crew leaves the site.

D. The work area shall be kept safe at all times until all operations are completed. Under no circumstances shall the accumulation of debris be allowed in a way that results in a hazard to the public.

E. Damaged fencing shall be removed ASAP and properly disposed of at no additional cost to the County.

4. Multi Purpose Trails

A. The Contractor shall maintain all multi purpose trails in a weed free condition.

B. The Contractor shall maintain a safe and level grade on all trails. Trails shall be raked / fine graded a minimum of 3 times per year.

C. The Contractor shall apply pre-emergent and/or post-emergent herbicide on the trail to prevent and/or remove weeds. Mechanical response may be required if weeds are deemed "out of control", at no additional cost to the County.
D. Any patching or replacement of decomposed granite shall be of like kind to existing. An approved stabilizer product shall be used in order to maintain a compact and uniform surface.

5. Turf Areas

A. The Contractor shall mow and edge all turf areas **WEEKLY**, paying particular attention to adjacent hardscape, utility devices, trees and shrubs to achieve an overall even appearance.
B. The Contractor shall over-seed any dead or bare areas to promote an overall pleasant appearance.
C. The Contractor shall adjust the irrigation for the Turf areas to maintain health, appearance, public safety, and reducing vandalism.

6. Tree Care

A. Contractor shall control all pests and diseases, including rodents and snails at no additional cost to the County. Time and materials shall be all-inclusive in the monthly cost. This includes existing pests and diseases. Bee hives may be removed at an additional expense.
B. Contractor shall remove damaged branches in compliance with Approved American National Standard (ANSI) A300 Standards, <u>at no additional</u> cost to the County.
C. Contractor shall re-stake and support trees when necessary, stake and ties to be placed so no chafing of bark occurs. All work shall be in compliance with Approved American National Standard (ANSI) A300 Standards, <u>at an additional</u> cost to the County.
D. Contractor shall check all guys and ties frequently to prevent girding.
E. Contractor shall irrigate as required to maintain adequate growth rate and appearance.
F. Tree trimming above 12 feet will not be the responsibility of the Landscape Maintenance Contractor. Tree trimming shall be restricted to line of sight, low hanging branches, or other necessity (crown cleaning, thinning, raising). Any tree trimming shall be in compliance with Approved American National Standard (ANSI) A300 Standards.
G. Tree Stake Removal: It shall be the responsibility of the contractor to remove all tree stakes under direction of the landscape inspector. The contractor may also remove tree stakes if it noticed that they are no longer serving their purpose as support to the tree, or if it is noticed that the tree stakes are impeding the growth or health of the tree.

7. Fertilization, Post-Emergent, and Pre-Emergent

A. Plant material shall be fertilized according to their individual needs to maintain good health, vigor and color throughout the year.
B. Fertilizers shall be applied a **minimum** of four (4) times a year.
C. A slow release fertilizer shall be used.
D. Fertilizers shall have a ratio of 3:1:1 or 3:1:2 and shall have a salt index level less than 50.

E. Fertilization of plant material shall be in compliance with Approved American National Standard (ANSI) A300 Standards.
F. Manufacturer, type, amount and date of application shall appear on the invoice (as a No Charge) for the period at which it was applied.
G. Contractor shall supply soils report(s) at cost to the County, at the County's request.
H. Contractor shall apply a pre-emergent systemic herbicide throughout the project as needed or by the request of the County at no additional charge.
I. Contractor shall apply a post-emergent systemic herbicide throughout the project as needed or by the request of the County at no additional charge.
J. Whenever herbicides are used, Contractor shall apply when air currents are still to prevent herbicide drift onto adjacent property, and to prevent any toxic exposure to persons whether or not they are in or on the grounds.
K. Contractor shall be responsible for any legal issues arising from the use of chemicals and their application. Contractor shall report any chemical based violations to the County and/or the Transportation Department.
L. The cost for chemicals and their application is the responsibility of the Contractor.
M. Contractor shall water in chemicals as needed. Drip applications may need to be watered in with a hose to clean off foliage and water in fertilizer. Chemical and fertilizer applications should try to coincide with rain events. Contractors shall also apply chemicals at the correct time of the year to minimize any turf/plant damage.

8. Irrigation

A. **<u>The Contractor shall be responsible for all water costs.</u>**
The Transportation Department will receive and pay for all water invoices and the Contractor shall reduce the monthly service invoice by the water invoice amount.
B. **<u>The water costs must be included in your bid.</u>**
For information regarding the average annual water costs for this project contact:
Mark P. Hughes, Principal Engineering Technician @ 951-955-6767
C. The Contractor shall maintain the complete irrigation system in an operable condition.
D. The Contractor shall adjust water application to compensate for changes in weather. **Irrigation systems shall be shut off when rain occurs,** unless an automatic rain sensing device is installed on the system. If the controller is to be shut down, it is suggested that a "shut down window" (i.e. two days, three days, etc.) be programmed into the controller, opposed to a complete shut down. Valves shall be exercised at least once a month for a minimum of 3 minutes to maintain valve diagram health.
E. The Contractor shall set run times for the irrigation system for the promotion of good health, vigor, and color throughout the year. Plant stress/decline presumed to be from lack of irrigation will be grounds for <u>immediate termination of the contract</u>. Existing controllers set up on ET based irrigation scheduling shall remain ET based (adjustable, weather based). Existing controllers ET based controllers not set up on ET shall be within six (6) months of the site being turned over to Contractor. Irrigation Technicians shall be familiar with ET, Precipitation rates (PR), Distribution uniformity (DU), flow rates, and other major irrigation terms and procedures.
F. The Contractor shall make a dedicated effort not to overwater plant material and cause plant decline. Contractor shall make a dedicated effort to abide by Riv. Co. Ord. 859.2.
G. Irrigation efficiency shall not be decreased by any means. "VAN" type nozzles are not a substitution for "MPR" nozzles. Repair items shall be equal or of greater quality than original (including SAM, PRS, SAM-PRS heads).

H. No repairs over $150.00 shall be performed without written prior approval from L&LMD administration. Unapproved repairs will be the responsibility of the Contractor. Contractor shall charge a reasonable wholesale price, and include tax within the item cost. Contractor shall use maps provided by the L&LMD to document locations of said repairs.
I. Irrigation labor shall be restricted to work done on the premises only. Providing parts and delivery are the responsibility of the Contractor.
J. Repair or replacement of equipment damaged as a result of the Contractor's negligence shall be repaired/replaced at the Contractor's expense. All repairs shall be made within one watering period.
K. Landscape Contractor on a weekly basis shall verify, inspect, clean and repair, as required, all irrigation heads for full coverage and efficiency adjustments. Inspections and repairs shall be made by an irrigation professional well versed with basic and advanced irrigation principles. Irrigation truck shall be equipped with irrigation tools and supplies to fix the most common sprinklers, valves, and other irrigation components with a standalone truck. It is not advised to have the maintenance crew perform advanced repairs and/or replacement.
L. Calsense controllers equipped with an RRe controller option shall only use an RRe remote to perform irrigation testing. This requirement establishes the water use into the correct water report.

9. Safety

A. Contractor shall be solely responsible for the condition of the premises on which the work is performed and for safety of the premises on which the work is performed. This requirement shall not be limited to normal working hours, but shall apply continuously.
B. Contractor shall conform to all governing safety regulations.
C. Contractor is not authorized to block a traffic lane unless all legal traffic control measures are in place, and the County has been notified of the intended closure 72 hours in advance.
D. Contractor shall not trespass, perform illegal activities, or walk on top of walls.
E. Contractor shall be in compliance with Approved American National Standard (ANSI) Z133.1-2006 Standards while working/participating in horticulture work.
F. Contractor shall use ladders in a safe and responsible manner.
G. Contractor shall be responsible for the proper education of their employees on all equipment used by the employees. Contractor shall perform annual safety instruction.

10. General

A. Leaves, paper, weeds, clippings and other debris shall be removed from landscaped areas and disposed of legally offsite by the Contractor. Contractor is not permitted to leave any clippings, trimmings, bags, or associated piles overnight.
B. Contractor shall clean roadways and other areas dirtied by his maintenance operations. Contractor shall not blow any major or minor materials into the roadways at any time.
C. Contractor shall clean sidewalks, curbs, and gutters weekly of debris and weeds.
D. Contractor shall furnish all labor and materials necessary to accomplish maintenance in accordance with foregoing specifications.
E. Whenever herbicides are used, **Contractor shall apply when air currents are still to prevent herbicide drift onto adjacent property**, and to prevent any toxic exposure to persons whether or not they are in or on the grounds. Damage to adjacent formal plant

material deemed to be damaged by herbicide use will be replaced by the Contractor, at the Contractors' expense.

F. Contractor shall submit and maintain a current maintenance schedule for this and all L&LMD projects, to be updated as needed to maintain an accurate schedule.

G. If, during the effective period of this agreement, the Contractor violates any of the provisions of this contract or fails to properly provide the service required by this Contract, the L&LMD administrator will, **initiate termination procedures.**

H. Contractor shall not wash down hardscape, sidewalks, curbs, and gutters with water in any instance the runoff would enter a storm drain or any other waterway. Contractors shall not wash down any equipment with water on any project where runoff would enter a storm drain or any other waterway. Proper cleaning of sidewalks, curbs, gutters, streets, and hardscape include raking, blowing, sweeping, and vacuuming. Remember - "ONLY RAIN IN THE STORM DRAIN".

I. Contractor shall focus on spill prevention, spill control, and spill cleanup at all times while on L&LMD maintenance activities. Contractor shall practice safe storage practices of all chemicals and landscape products at all times while on L&LMD maintenance activities. Contractor shall readily cleanup any spills associated with their maintenance activities including: blowing excess fertilizer into a landscaped area only; preventing fuel spillage during refueling activities; seal leaking containers (glue & primer), etc.

11. Extra Work and Warranty Period

A. All extra work must have written approval prior to the work being performed.

B. Any products or services not otherwise specified in this specification shall be negotiated between the Landscape Maintenance Contractor and the County at a price agreed upon by both parties.

C. A one-year unconditional warranty shall be in effect for any extra work completed by the Contractor. The warranty shall cover all materials and workmanship.

12. End of Contract - Plant Replacement/Water Costs

A. Thirty (30) days prior to the termination of the maintenance contract, an inspection of any foliage will be conducted by the Contractor and the County. Any foliage deemed by the County to be in poor condition will be replaced at the Contractor's expense.

B. Contractor shall be responsible for water costs up to and including the last day on the contract. Contractor will wait for final water bills prior to invoicing County for last month of landscape maintenance.

13. Performance Evaluation

A. The performance of the maintenance work will be reviewed and monitored by the County on an ongoing basis.

B. The County may review individual landscaped areas at any given time with or without the presence of the Landscape Maintenance Contractor.

C. During these reviews, the County may utilize a Landscape Maintenance Evaluation Checklist, photos or video to document the findings.

D. Implementation of rating scale for designated landscape maintenance tasks and overall performance will be evaluated on a point system. A rating falling below 75% of all possible points will be deemed unsatisfactory. Certain elements may result in an automatic score of less than 75% including but not limited to any item in Section 2.2 or waste of water caused by lack of irrigation maintenance/contractor negligence.

E. **A 10-25% reduction of the monthly payment amount will be assessed for each month the evaluation rating is defined unsatisfactory twice in 28 days. Three (3) consecutive ratings may, at the discretion of the County, result in termination of the entire contract.**

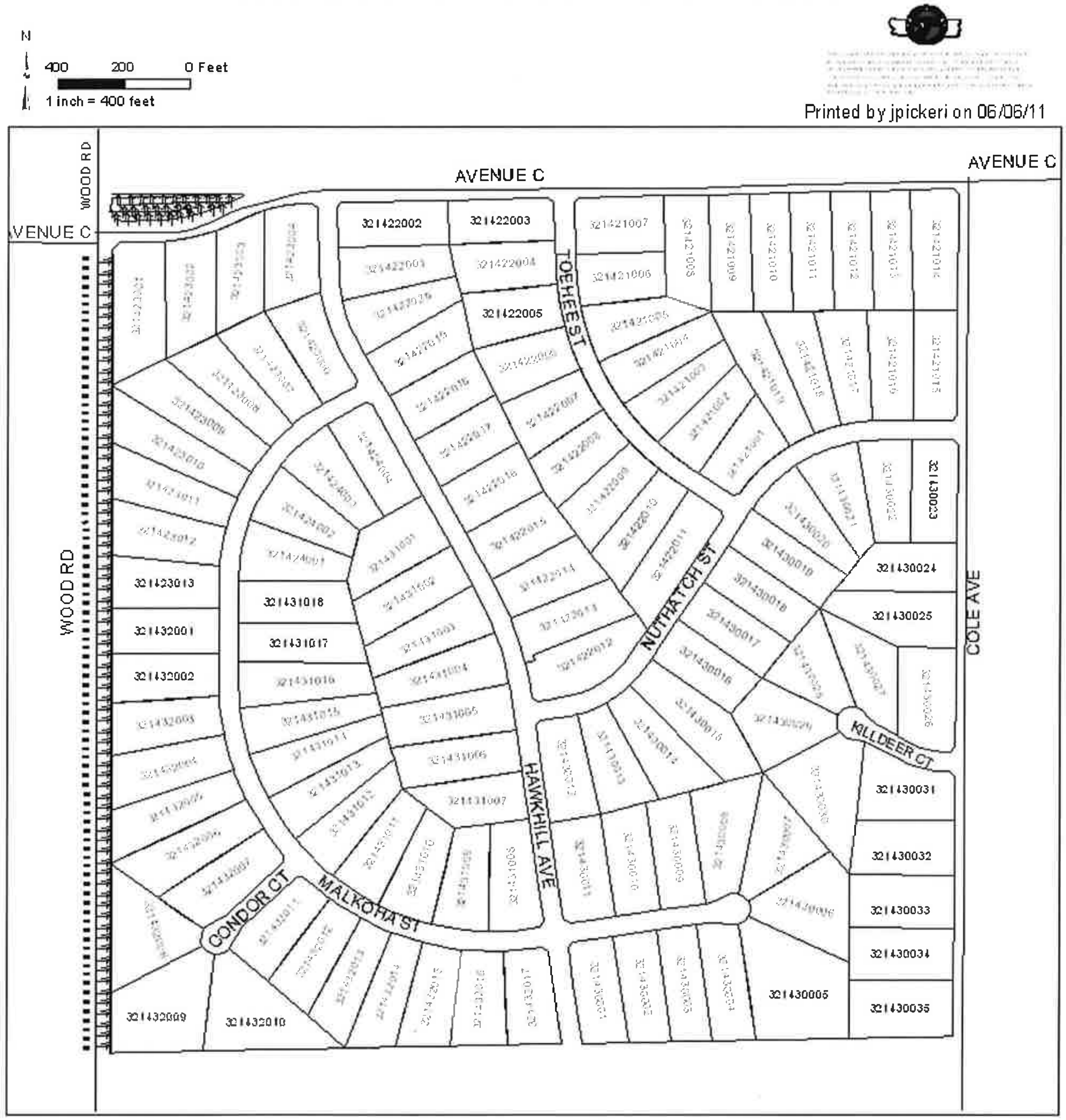
14. Location Maps are attached.

LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 89-1-CONSOLIDATED

ZONE 11, LOCATION 1

PORTION OF SECTION 5, T.4S., R.4W.

TRACT MAP NOS. 25012 & 25012-1 - 125 PARCELS



DENOTES LANDSCAPED AND MAINTAINED PARKWAY

DENOTES MAINTAINED MULTI-PURPOSE TRAIL

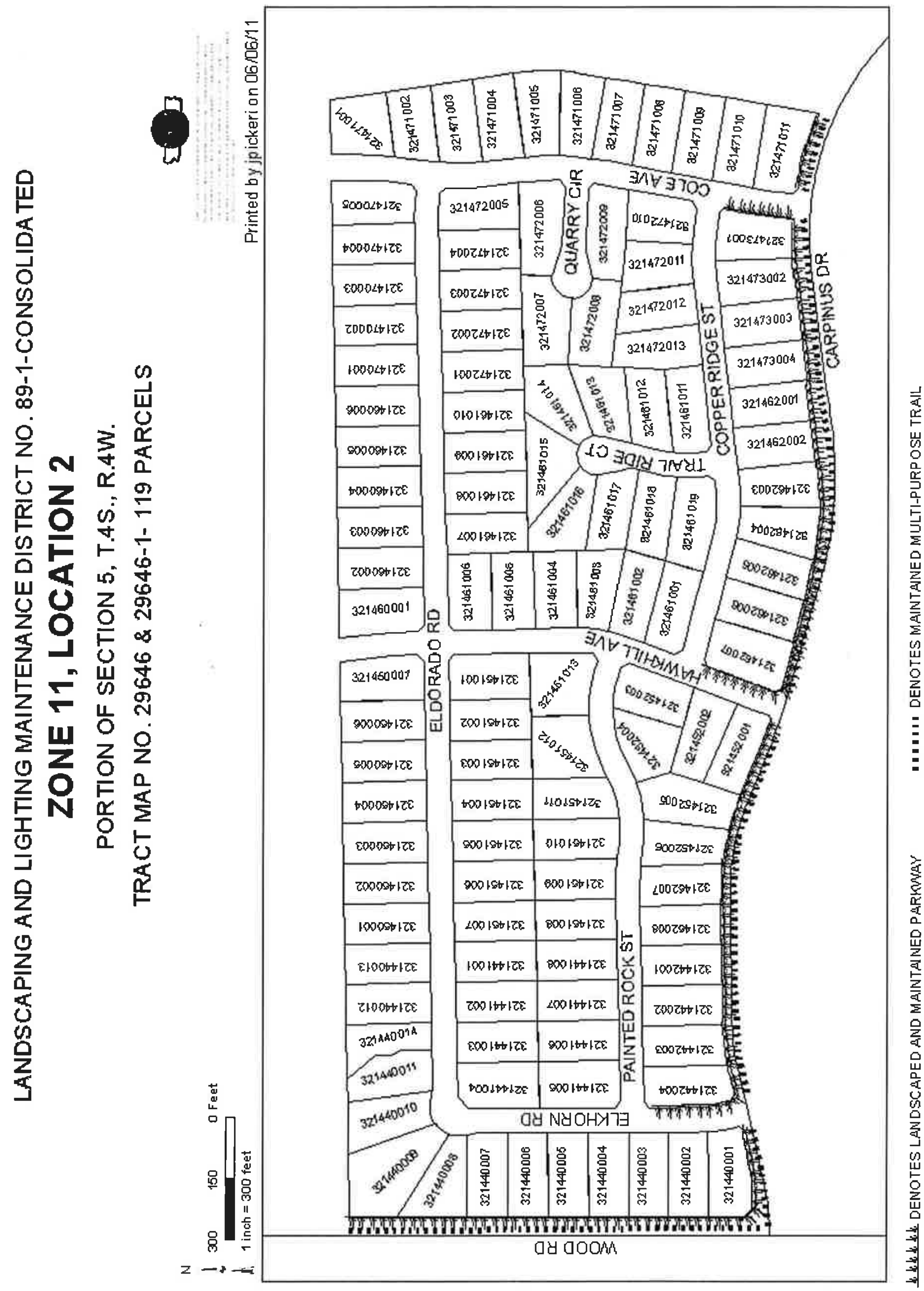

LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 89-1-CONSOLIDATED
ZONE 11, LOCATION 2
PORTION OF SECTION 5, T.4S., R.4W.
TRACT MAP NO. 29646 & 29646-1- 119 PARCELS
Printed by jpickeri on 06/06/11
1 inch = 300 feet
300 150 0 Feet
WOOD RD
ELKHORN RD
ELDORADO RD
PAINTED ROCK ST
HAWKHILL AVE
TRAIL RIDE CT
COPPER RIDGE ST
QUARRY CIR
COLE AVE
CARPINUS DR
DENOTES LANDSCAPED AND MAINTAINED PARKWAY
DENOTES MAINTAINED MULTI-PURPOSE TRAIL

EXHIBIT B
PAYMENT PROVISION

Zone 11			
	Project	**Location**	**Monthly service charge including water charges**
1	**Glen Valley**	Parkway landscaping along the Northeasterly corner of Avenue "C" and Wood Road (TURF) ; Easterly parkway on Wood Road between Avenue "C" and Avenue "E".	**$842.00**
2	**Glen Valley**	Parkway landscaping along the East side of Wood Road between Avenue "E" and Carpinus Drive; North side of Carpinus between Wood Road and Easterly tract boundary; Easterly parkway of Elkhorn Road between Painted Rock Street and Carpinus Drive; Easterly parkway of Hawkhill Avenue between Copper Ridge Street and Carpinus Drive; and West side of Cole Avenue between Copper Ridge Street and Carpinus Drive.	**$1108.00**
		Monthly Grand Total	**$1950.00**

PAYMENT PROVISION- EXTRA WORK
Landscaping & Lighting Maintenance District NO. 89-1-CONSOLIDATED

Zone 11	
Description	**Labor and Material Cost**
Plant 24" Box Tree, triple stake & 6 ties	**$325.00**
Plant 15 Gallon Tree, triple stake & 6 ties	**$127.61**
Plant 5 Gallon Shrub, Amendments & Fertilizer	**$23.17**
Plant 1 Gallon Shrub, Amendments & Fertilizer	**$10.11**
Plant 1 Flat of Ground Cover, Amendments & Fertilizer	**$38.00**
Description	**Labor Cost per Hour**
Laborer	**$28.00**
Irrigation Technician	**$43.00**
Foreman	**$38.00**

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

862A

FROM: TLMA - Transportation Department

SUBMITTAL DATE:
August 31, 2011

SUBJECT: Utility Agreement with Metropolitan Water District of Southern California for the Protection of Water Pipeline Facilities, State Route 79, Thompson Road to Domenigoni Parkway, Winchester area

RECOMMENDED MOTION: That the Board:

1. Approve the submitted Utility Agreement between the County of Riverside and the Metropolitan Water District of Southern California for the protection of water pipelines which are in close proximity to the planned improvements on State Route 79, Phase 1 between Scott Road and Domenigoni Parkway; and
2. Authorize the Chairman of the Board to execute the agreement on behalf of the County of Riverside.

Juan C. Perez
Director of Transportation

JCP:sd
(Continued On Attached Page)

FINANCIAL DATA				
	Current F.Y. Total Cost:	$ 709,800	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	$ 0	Budget Adjustment:	No
	Annual Net County Cost:	$ 0	For Fiscal Year:	2011/2012

SOURCE OF FUNDS: 328 "Combined Improvement Fund" (100%)

No General Funds are used in this project.

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 8-25-11
SYNTHIA M. GUNZEL DATE

Departmental Concurrence

Dept't Recomm.: ☐ Consent ☒ Policy

Per Exec. Ofc.: ☐ Consent ☒ Policy

Prev. Agn. Ref.	District: 3	Agenda Number:

3.89

Form 11 (Rev 07/2007)

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

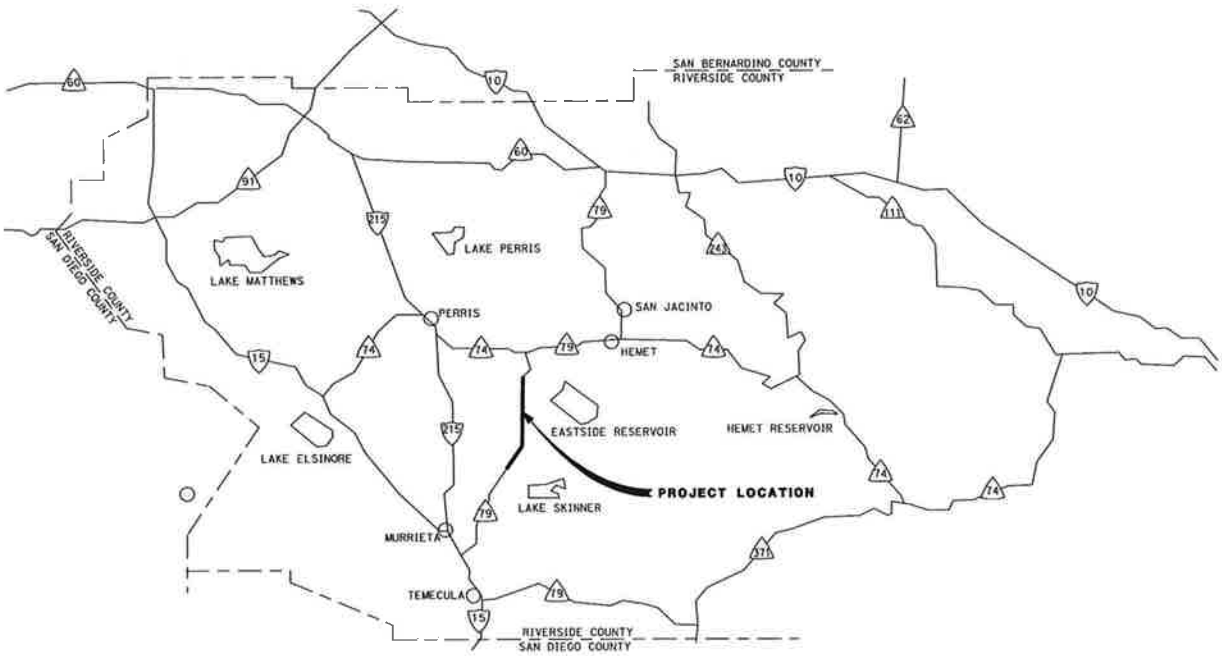
BACKGROUND: The project to construct State Route 79 (Winchester Road), between Thompson Road and Domenigoni Parkway, will be constructed in two phases. Construction of Phase 1, between Scott Road and Domenigoni Parkway, is expected to begin by the end of 2011. Construction of Phase 2, between Thompson Road and Scott Road, is expected to begin during the Spring of 2012.

The submitted agreement provides for the protection of two existing water supply lines owned by the Metropolitan Water District of Southern California (MWD). The two pipelines cross State Route 79 approx. 900 feet south of Holland Road. The work will consist of the construction of a portland cement concrete protective slab over and around the pipelines in order to protect the old facilities from damage during and subsequent to construction. The work will be performed by the County's contractor, and inspection will be performed by MWD. The costs are to be borne by the County, inasmuch as MWD has superior property rights.

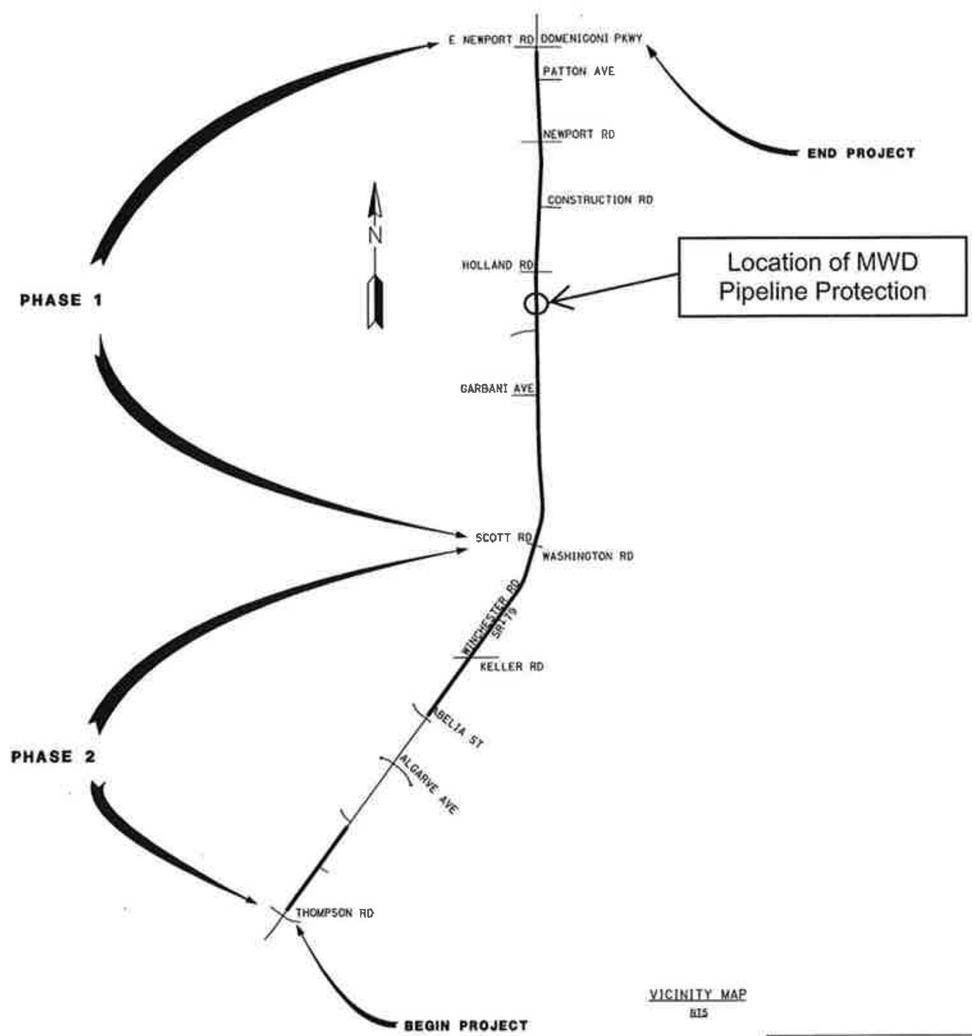
The Transportation Department has prepared the submitted agreement in accordance with State of California requirements, inasmuch as the County is acting as an agent of the State on this project. The agreement is consistent with the project requirements, and has been reviewed and approved by County Counsel.

Execution of "Utility Agreements", using Caltrans' standard language, is required by Caltrans' policy and procedure, as set forth in Chapter 13 of the State of California Right of Way Manual, for utility relocations and protection work for State Highway improvement projects, for those utility related costs that are to be partially or fully funded by the County.

Project no. B4-0527



LOCATION MAP
NTS



VICINITY MAP
NTS

SR-79 WIDENING
CALTRANS EA 464600

Contract No. 11-08-006
Riverside Co. Transportation

DISTRICT	COUNTY	ROUTE	POST MILE	EA
08	Riverside	79	R19.7/R25.5	46461

FED. AID NO.	UTILITY OWNER	OWNERS FILE NUMBER
N/A	Metropolitan Water District of Southern California	2028-04-041

FEDERAL PARTICIPATION

On the Project: ■ Yes ☐ No On the Utilities: ☐ Yes ■ No

UTILITY AGREEMENT NO. 21517 DATE: MARCH 18, 2011

The County of Riverside hereinafter called "COUNTY," proposes to construct improvements in the Murrieta area of Riverside County. The planned improvements are to widen Winchester Road (SR79) from two lanes to four lanes from Thompson Road to Domenigoni Parkway, hereinafter referred to as "PROJECT", as a cooperative project between County of Riverside and the State of California Department of Transportation, hereinafter referred to as STATE. COUNTY is the lead agency for the PROJECT and is acting as an agent of the STATE with respect to PROJECT, under the terms of a cooperative agreement between STATE and COUNTY, with oversight provided to COUNTY by STATE.

METROPOLITAIN WATER DISTRICT OF SOUTHERN CALIFORNIA

hereinafter called "OWNER," owns and maintains water facilities that are in conflict within the COUNTY's highway improvements project which requires protection.

To accommodate COUNTY's project, it is hereby mutually agreed that:

I. WORK TO BE DONE:

In accordance with Notice to Owner No. 21517 dated March 18, 2011 COUNTY shall protect OWNERS San Diego pipelines Nos. 1 (54" water line) and No. 2 (60" water line). Protective slabs shall be constructed of minor concrete/ structure as shown on the COUNTY's contract plans, and Attachment "A" estimate of costs, for the improvement of State Route 79, which by this reference are made a part hereof. OWNER hereby acknowledges review of COUNTY's plans for work and agrees to the construction in the manner proposed. Deviations from the plan described above initiated by either the COUNTY or the OWNER, shall be agreed upon by both parties hereto under a Revised Notice to Owner. Such Revised Notices to Owner, approved by the COUNTY and agreed to/acknowledged by the OWNER, will constitute an approved revision of the plan described above and are hereby made a part hereof. No work under said deviation shall commence prior to written execution by the OWNER of the Revised Notice to Owner. Changes in the scope of the work will require an amendment to the Agreement in addition to the Revised Notice to Owner. OWNER shall have the right to inspect the work during construction. Upon completion of the work by the COUNTY, OWNER agrees to accept ownership and maintenance of the constructed facilities.

II. LIABILITY FOR WORK:

Existing facilities are located in their present position pursuant to rights superior to those of the COUNTY and will be protected in place at 100% COUNTY expense.

III. PERFORMANCE OF WORK:

OWNER shall have access to all phases of the work to be performed by COUNTY, as described in Section I above, for the purpose of inspection to ensure that the work is in accordance with the specifications contained in the Highway Construction Contract; however, all questions regarding the work being performed will be directed to COUNTY's Resident Engineer for their evaluation and final disposition.

Use of out-of-state personnel,(or personnel requiring lodging and meal "per diem" expenses) will not be allowed without prior written authorization by State's representative. Requests for such permission must be contained in COUNTY's estimate of actual and necessary relocation costs. Accounting form FA-1301 is to be completed and submitted for all non-State personnel travel per diem. COUNTY shall include an explanation why local employee or contract labor is not considered adequate for the relocation work proposed. Per diem expenses shall not exceed the per diem expense amounts allowed under the State's Department of Personnel Administration travel expense guidelines.

Pursuant to Public Works Case No. 2001—059 determination by the California Department of Industrial Relations, dated October 25, 2002, work performed by OWNER's contractor is a public work under the definition of Labor Code Section 1720 (a) and is, therefore, subject to prevailing wage requirements. COUNTY shall verify compliance with this requirement in the administration of its contracts referenced above.

IV. PAYMENT FOR WORK:

The COUNTY shall pay it's share of the actual and necessary cost of the herein described work within 45 days after receipt of five (5) copies of OWNER's itemized bill, signed by a responsible official of OWNER's organization and prepared on OWNER's letterhead, compiled on the basis of the actual and necessary cost and expense. The OWNER shall maintain records of the actual costs incurred and charged or allocated to the project in accordance with recognized accounting principals.

It is understood and agreed that the COUNTY will not pay for any betterment or increase in capacity of OWNER's facilities in the new location and that OWNER shall give credit to the COUNTY for the accrued depreciation or "used life" of the replaced facilities and for the salvage value of any material or parts salvaged and retained or sold by OWNER.

Not more frequently than once a month, but at least quarterly, OWNER will prepare and submit progress bills for costs incurred not to exceed OWNER's recorded costs as of the billing date less estimated credits applicable to completed work. Payment of progress bills not to exceed the amount of this Agreement may be made under the terms of this Agreement. Payment of progress bill which exceed the amount of this Agreement may be after receipt and approval by COUNTY of documentation supporting the cost increase and after an Amendment to this Agreement has been executed by the parties to this Agreement.

The OWNER shall submit a final bill to the COUNTY within 360 days after the completion of the work described in Section I above. If the COUNTY has not received a final bill within 360 days after notification of completion of OWNER's work described in Section I of this Agreement, and COUNTY has delivered to OWNER fully executed Directors Deeds, Consents to Common Use or Joint Use Agreement as required for Owner's facilities, COUNTY will provide written notification to OWNER of its intent to close its file within 30 days and OWNER hereby acknowledges, to the extent allowed by law, that all remaining costs will be deemed to have been abandoned. If the COUNTY processes a final bill for payment more that 360 days after notification of completion of OWNER's work, payment of the late bill may be subject to allocation and or approval by the California Transportation Commission.

The final billing shall be in the form of an itemized statement of the total costs charged to the project, less the credits provided for in this Agreement, and less any amounts covered by progress billings. However, the COUNTY shall not pay final bills which exceed the estimated costs of this Agreement without documentation of the reason for the increase of said cost from the OWNER and approval of documentation by the COUNTY. Except, if the final bill exceeds the OWNER's estimated costs solely as the result of a revised Notice to Owner as provided for in Section I, a copy of said revised Notice to Owner shall suffice as documentation. In either case, payment of the amount over the estimated cost of this Agreement may be subject to allocation and / or approval by the California Transportation Commission.

In any event if the final bill exceeds 125% of the estimated cost of this Agreement, an Amended Agreement shall be executed by the parties to this Agreement prior to the payment of the OWNER's final bill. Any and all increases in costs that are the direct results of deviations from the work described in Section I of this Agreement shall have the prior concurrence of COUNTY.

Detailed records from which the billing is compiled shall be retained by the OWNER for a period of three years from the date of the final payment and will be available for audit by the County and / or Federal auditors. Owner agrees to comply with Contract Cost Principals and Procedures as set forth in 48 CFR, Chapter 1, Part 31, et seq, 23 CFR, Chapter 1, Part 645 and / or 18 CFR, Chapter 1, Parts 101, 201, et al. If a subsequent County and / or Federal audit determines payments to be unallowable, OWNER agrees to reimburse COUNTY upon receipt of the COUNTY's billing.

V. GENERAL CONDITIONS:

All costs accrued by OWNER as a result of COUNTY's request of January 25, 2006 to review, study and/or prepare relocation plans and estimates for the project associated with this Agreement may be billed pursuant to the terms and conditions of this Agreement.

If COUNTY's project which precipitated this Agreement is canceled or modified so as to eliminate the necessity of work by OWNER, COUNTY will notify OWNER in writing and COUNTY reserves the right to terminate this Agreement by Amendment. The Amendment shall provide mutually acceptable terms and conditions for terminating the Agreement.

All obligations of COUNTY under the terms of this Agreement are subject to the passage of the annual Budget Act by the State Legislature and the allocations of those funds by the California Transportation Commission.

OWNER shall submit a Notice of Completion to COUNTY within 30 days of the completion of the work described herein.

THE ESTIMATED COST TO THE COUNTY FOR ITS SHARE OF THE ABOVE DESCRIBED WORK IS AS FOLLOWS:

Consisting of Design funds:	$ 0.00
Consisting of Construction funds:	$ 0.00
Consisting of Right of Way funds:	$ 709,800.00
Total	$ 709,800.00

IN WITNESS WHEREOF, the above parties have executed this Agreement the day and year above written.

COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT:		**METROPOLITAIN WATER DISTRICT OF SOUTHERN CALIFORNIA:**	
By	Date	By	4/4/11 Date
Name Bob Buster		Name Gordon Johnson	
Title Chairman of the Board of Supervisors		Title Chief Engineer	

APPROVAL RECOMMENDED:

By	8/24/11 Date	By	4/4/11 Date
Name Juan C. Perez		Name Kieran M. Callanan	
Title Director of Transportation		Title Substructures Team Manager	

FORM APPROVED COUNTY COUNSEL
BY: Synthia M. Gunzel 8-25-11
SYNTHIA M. GUNZEL DATE

ATTACHMENT "A"
TO AGREEMENT NO. 21517

ESTIMATE OF COST
Metropolitan Water District
Protection Slab over Pipelines No. 1 and 2

COUNTY CONTRACT COSTS

ITEM	ESTIMATED COST
Contract Work Labor/ Materials	$676,800.00

Not billable by MWD to County

MWD DIRECT COSTS

ITEM	ESTIMATED COST
MWD Resident Engineer Oversight/Inspection	$ 33,800.00

Billable by MWD to County

	ITEM DESCRIPTION	TOTALS
1	County Contract Costs	$676,800.00
2	MWD Engineer Costs (Oversight Inspection)	$33,800.00
3	Betterment (Not applicable)	$0.00
4	Depreciation (Not applicable)	$0.00
5	Salvage (Not applicable)	$0.00
		$709,800.00

COUNTY OF RIVERSIDE
NOTICE TO OWNER
RW 13-4 (REV 1/2009)

REVISED NOTICE TO OWNER

Number 21517

District	County	Route	Post Mile	E.A.
08	Riverside	79	R19.7/R25.5	46461

Federal Aid No.: N/A

Owners File: 2028-04-041

Date: March 18, 2011 **Freeway:** [ ] Yes [X] No

To: Metropolitan Water District
700 N. Alameda Street
Los Angeles, CA 90012

Attention: Ken Chung, Substructures Team
(213) 217-1610

Because of the State Highway construction project: roadway improvements at SR-79 (Winchester Road) widening from Thompson Road to Domenigoni Parkway, in the Murrieta area of Riverside County.

Which affects your facilities: San Diego water pipelines Nos. 1 (54" water line) and 2 (64" water line) located within the projects limits.

You are hereby ordered to: Allow and inspect the protection of your existing water facilities, by County's contractor, in accordance with the attached plan work order no. 2028-04-041 dated February 17, 2010.

Your work schedule shall be as follows: Protective slabs shall be constructed by County's contractor, during construction; start date July 1, 2011, The County will contact Owner 2 days prior to construction date.

Notification: will be made by the County's Contractor or Construction Manger to MWD **72** hours prior to initial start of work, and an additional **24** hours notification for subsequent restart when the work schedule is interrupted.

Liability for the cost of the work is: The existing facilities are located in their present position pursuant to rights superior to those of the COUNTY and will be protected in place at 100% COUNTY's expense.

Stan A. Dery

Stan Dery,
Technical Engineering Unit Supervisor

cc: Jerry Arnerich-Caltrans R/W Utility Coordinator
Utility File
Resident Engineer

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

863

FROM: TLMA - Transportation Department

SUBMITTAL DATE: August 31, 2011

SUBJECT: Notice of Completion - Resurfacing of sixteen roads in the Mission Grove area of Riverside County, south of Alessandro Boulevard and East of Barton Road, referenced as the Camino Del Sol Group

RECOMMENDED MOTION: That the Board of Supervisors execute and file the attached "Notice of Completion".

BACKGROUND: By Minute Order 3.35 of February 15, 2011, the Board entered into a contract with R.J. Noble Company of Orange, California, for resurfacing of sixteen roads referenced as the Camino Del Sol Group in the Mission Grove area of Riverside County. The originally authorized amount of the contract was $612,812.

Juan C. Perez
Director of Transportation

dj

(Continued On Attached Page)

FINANCIAL DATA	**Current F.Y. Total Cost:**	$632,615	**In Current Year Budget:**	Yes
	Current F.Y. Net County Cost:	$ 0	**Budget Adjustment:**	No
	Annual Net County Cost:	$ 0	**For Fiscal Year:**	2011/2012

SOURCE OF FUNDS: Proposition 1B [State Bond Funds-Local Roads] (86.8%), City of Riverside (13.2%)

There are no general funds used in this project.

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. 2/15/11, Item 3.35 | **District:** 1 | **Agenda Number:** 3.90

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD

Form 11 (Rev 07/2007)

The total amended contract is $632,615 which is 3.2% more than the originally authorized amount.

This work was completed at the direction of the Department on April 20, 2011, and was inspected by the Construction Engineering Section of the Transportation Department. Work Order X1106.

Budget		
Original Contract Amount		$612,812.00
Tot. Chg Orders Authorized -	16.0%	$98,098.43
Est. Pending Change Orders	0.0%	$0.00
Amended Contract Amount		$710,910.43
* Quantity Adjustments	-12.8%	($78,295.52)
+ CCO FA Adjustments	0.0%	$0.00
Total Amended Contract Amount	103.2%	$632,614.91
Expenditures		
Total Progress Payments -		$534,516.48
Estimated Pending Payments		$98,098.43
Total Expenditures		$632,614.91
(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.

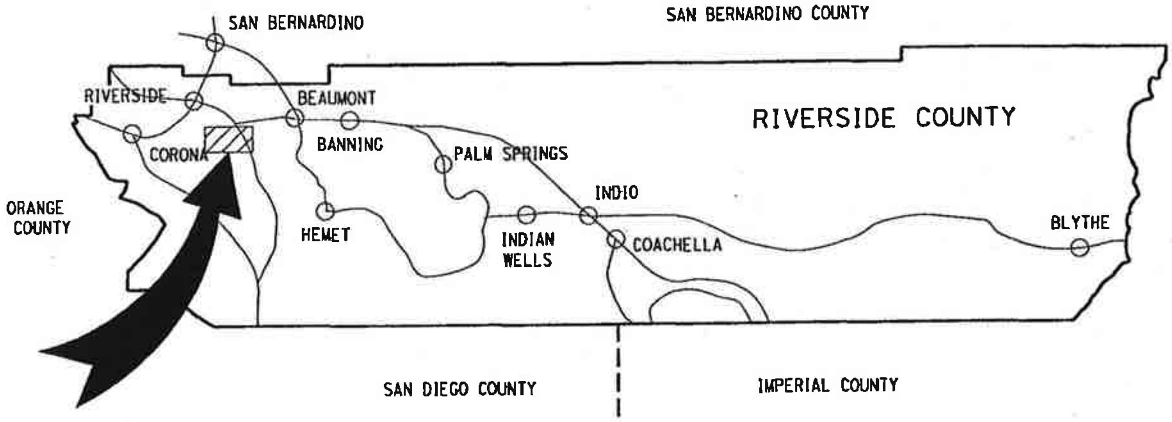
* *CAL-Trans Standard Specifications 4-1.03B*. Increases or decreases in the quantity of a contract item of work will be determined by comparing the total pay quantity of such item of work with the Engineer's Estimate. If the total pay quantity of any item of work required under the contract varies from 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."

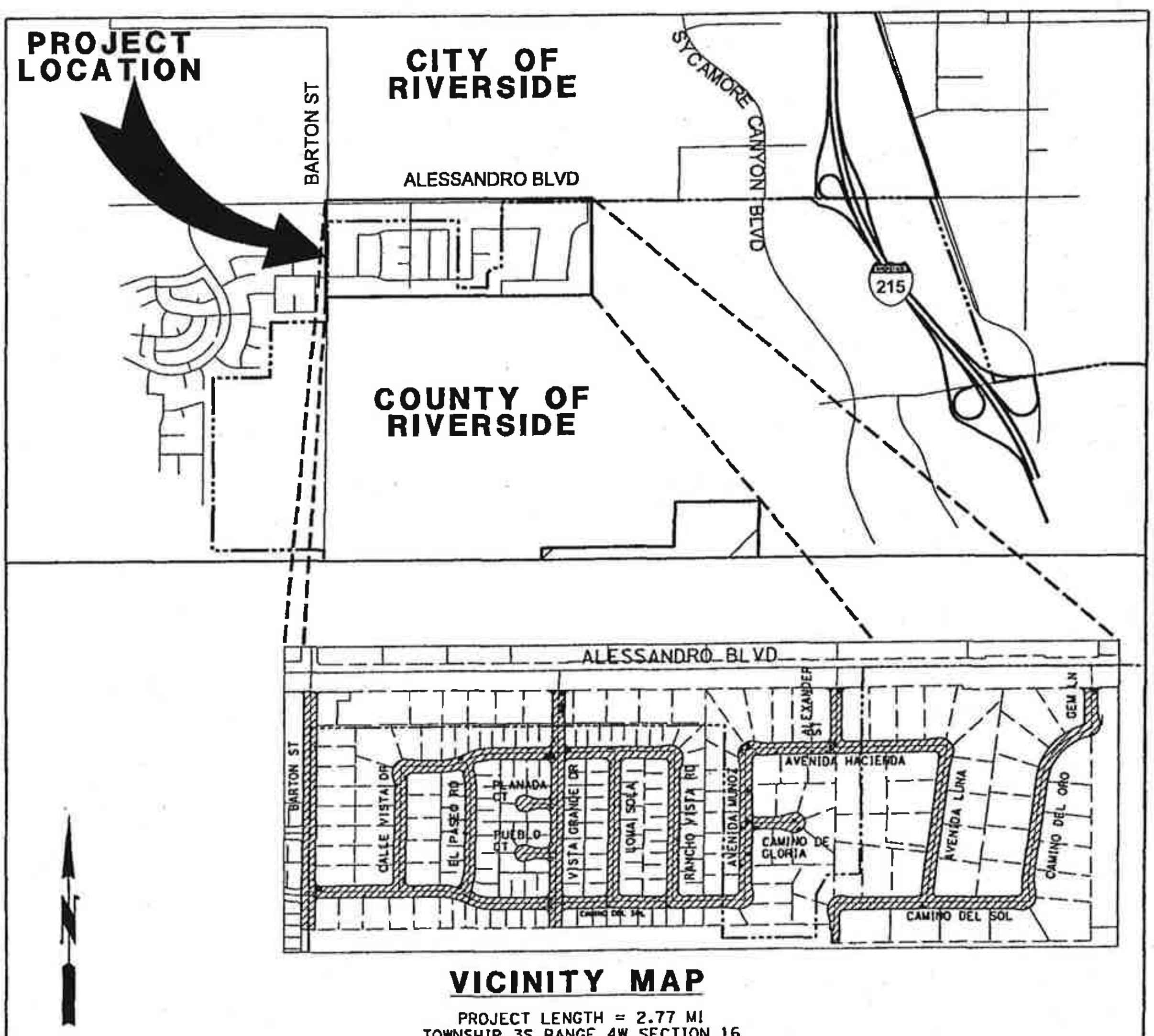
COUNTY OF RIVERSIDE

DEPARTMENT OF TRANSPORTATION

CAMINO DEL SOL AREA

PAVEMENT REHABILITATION PROJECT





NO SCALE

VICINITY MAP

PROJECT LENGTH = 2.77 MI
TOWNSHIP 3S RANGE 4W SECTION 16
2008 THOMAS GUIDE PG 716, G-5, G-6

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: Pavement Rehabilitation Project

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: R.J. Noble Company

Street or legal description of site: Sixteen Streets referenced as Camino Del Sol Group

Dated: ______________________

Owner: County of Riverside
(Name of Public Entity)

By: ______________________
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)

______________________, Chairman of the Board of Supervisors

PROGRESS ESTIMATE RECORD - COUNTY OF RIVERSIDE

SHEET 2 of 2 | Processed Construction Inspection 6/7/2011

PROJECT: Camino Del Sol Group Road Rehabilitation Project in the Mission Grove Area

County Project No.: X1106

Contract No.: 11-01-019

Contractor: R.J. Noble Company

Address: P.O. Box 620

City, State, Zip: Orange, CA 92856

Estimate No. 3 Final

From: May 26, 2011

To: June 25, 2011

Item No.	Item Description	Units	Quantity	Unit Price	Original Contract Amount	Change Authorized Quantity	Change Authorized Amount	Total Authorized Quantity	Total Authorized Amount	This Estimate Quantity	This Estimate Amount	Previous Quantity	Total Estimate To Date Quantity	Total Estimate To Date Amount	% Auth.
	PROJECT TOTAL				612,812.00		19,915.15		632,727.16		98,098.43			632,614.91	

Made by: Justin Robbins

Checked by ____

OK Const. Supv. ____

Working Days:	30	Start Date:	3-21-11
Days Added:	4	End Date:	4-20-11
Subtotal:	34	% $ Complete:	100%
Days Used:	48	Original Contract:	$612,812.00
% Time Elapsed:	141%	Amended Contract:	$632,727.16

TOTAL VALUE OF WORK TO DATE:		$632,614.91
LESS RETENTION:	10%	63,261.49
TOTAL DUE TO DATE:		$569,353.42
LESS PREVIOUSLY INVOICED:		481,064.83
LESS LABOR NON COMPLIANCE:		0.00
TOTAL DUE THIS PAYMENT:		$88,288.59

This Estimate Approved ____ Date: ____ for: $88,288.59

Juan C. Perez, Director of Transportation

Received by Accounts Payable: ____

By: ____

Quantities on This Estimate Approved ____ Date: 6/14/11

R.J. Noble Company

PAYMENT APPROVAL

Fund 20000

Dept ID 31305

Account 524600

Project ZX1106E

Activity ID 23500

Resource Type CNT

Signature ____

Date 6/21/11

PROGRESS ESTIMATE RECORD - COUNTY OF RIVERSIDE

Processed Construction Inspection 6/7/2011

PROJECT: Camino Del Sol Group Road Rehabilitation Project in the Mission Grove Area

County Project No.: X1106

Contract No.: 11-01-019

Contractor: R.J. Noble Company

Address: P.O. Box 620

City, State, Zip: Orange, CA 92856

Estimate No. 3 Final

From: May 26, 2011

To: June 25, 2011

Item No.	Item Description	Units	Quantity	Unit Price	Original Contract Amount	Change Authorized Quantity	Change Authorized Amount	Total Authorized Quantity	Total Authorized Amount	This Estimate Quantity	This Estimate Amount	Previous Quantity	Total Estimate To Date Quantity	Total Estimate To Date Amount	% Auth.
1	DUST ABATEMENT	LS	1	7,000.00	7,000.00			1.00	7,000.00			1.00	1.00	7,000.00	100%
2	WATER POLLUTION CONTROL SYSTEM	LS	1	3,000.00	3,000.00			1.00	3,000.00			1.00	1.00	3,000.00	100%
3	TRAFFIC CONTROL SYSTEM	LS	1	7,000.00	7,000.00			1.00	7,000.00			1.00	1.00	7,000.00	100%
4	WEDGE PLANE ASPHALT CONCRETE PAVEMENT	LF	29,500	0.84	24,780.00			29,500.00	24,780.00			29,500.00	29,500.00	24,780.00	100%
5	CLEARING AND GRUBBING	LS	1	1,000.00	1,000.00			1.00	1,000.00			1.00	1.00	1,000.00	100%
6	DEVELOP WATER SUPPLY	LS	1	2,750.00	2,750.00			1.00	2,750.00			1.00	1.00	2,750.00	100%
7	FINISHING ROADWAY	LS	1	3,500.00	3,500.00			1.00	3,500.00			1.00	1.00	3,500.00	100%
8	RUBBERIZED HOT MIX ASPHALT (GAP GRADED) & CCO 1	TON	7,000	72.50	507,500.00	-1,078.39	-78,183.28	5,921.61	429,316.73			5,921.61	5,921.61	429,316.73	100%
9	ROUT AND SEAL RANDOM CRACKS	LS	1	13,000.00	13,000.00			1.00	13,000.00			1.00	1.00	13,000.00	100%
10	MINOR CONCRETE (CROSS-GUTTER AND SPANDREL)	SQFT	2,800	10.50	29,400.00			2,800.00	29,400.00			3,347.00	3,347.00	35,143.50	120%
11	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	500	3.00	1,500.00			500.00	1,500.00			500.00	500.00	1,500.00	100%
12	PAINT TRAFFIC STRIPE (2-COAT)	LF	200	0.25	50.00			200.00	50.00			150.00	150.00	37.50	75%
13	DETECTOR LOOP	EA	3	465.00	1,395.00			3.00	1,395.00			3.00	3.00	1,395.00	100%
14	MINOR CONCRETE (CURB AND GUTTER)	LF	150	20.50	3,075.00			150.00	3,075.00			67.50	67.50	1,383.75	45%
15	PLACE ASPHALT CONCRETE DIKE (CRS 212)(6")	LF	240	17.30	4,152.00			240.00	4,152.00						0%
16	CONSTRUCTION PROJECT FUNDING IDENTIFICATION SIGN	EA	4	500.00	2,000.00			4.00	2,000.00			4.00	4.00	2,000.00	100%
17	ADJUST MANHOLE TO GRADE	EA	6	285.00	1,710.00			6.00	1,710.00			6.00	6.00	1,710.00	100%
CCO 1	SUB GRADE STABILIZATION & PRICE INDEX FLUCTUATION	FA	0	98,098.43	0.00	1.00	98,098.43	1.00	98,098.43	1.00	98,098.43		1.00	98,098.43	100%

Camino Del Sol Group Rehabilitation
Contract CCO History

Contract No.	11-01-019
Work Order No.	X1106
Contract Amount	$612,812.00
Single Maximum CCO	$43,140.60
Maximum CCO's	$61,281.20
Tip Budget	

Tip Comments:
No Change

CCO No.	Amount This CCO	Authority	Cumulative CCO's	% Original Authorized	Cumulative CCO %	Classification
1	$19,915.15	Trans. Director	$19,915.15	3.25%	3.25%	Extra/Unavoidable
	$19,915.15			3.25%		

New Authorized Contract Total	$632,727.15
Total CCO Dollars To Date	$19,915.15
Total % Increased by CCO's	3.25%

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

838A

FROM: TLMA - Transportation Department

SUBMITTAL DATE:
August 31, 2011

SUBJECT: Notice of Completion - Ramona Expressway Rehabilitation and Safety Project

RECOMMENDED MOTION: That the Board execute and file the attached "Notice of Completion".

BACKGROUND: By Minute Order 3.34 of February 8, 2011, the Board entered into a contract with All American Asphalt of Corona, California, for the rehabilitation and safety improvement of 3.5 mile segment of Ramona Expressway, from 5th Street to Warren Road in the Lakeview and San Jacinto areas of Riverside County. The originally authorized amount of the contract was $3,524,557.

Juan C. Perez
Director of Transportation

Departmental Concurrence

dj

(Continued On Attached Page)

FINANCIAL DATA				
	Current F.Y. Total Cost:	$3,537,677	**In Current Year Budget:**	Yes
	Current F.Y. Net County Cost:	$ 0	**Budget Adjustment:**	No
	Annual Net County Cost:	$ 0	**For Fiscal Year:**	2011/2012

SOURCE OF FUNDS: Proposition 42 [Sales Tax on Gasoline] (57%), Proposition 1B [State Bond Funds-Local Roads] (40%), Measure A [Western] (3%)

There are no general funds used in this 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.: ☐ Consent ☒ Policy

Per Exec. Ofc.: ☐ Consent ☒ Policy

Prev. Agn. Ref. 2/8/11, Item 3.34 | **District:** 3 & 5 | **Agenda Number:** 3.91

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

The total amended contract is $3,537,677 which is 0.4% more than the originally authorized amount.

This work was completed at the direction of the Department on April 13, 2011, and was inspected by the Construction Engineering Section of the Transportation Department. Work Order B9-0960.

Budget		
Original Contract Amount		$3,524,556.90
Tot. Chg Orders Authorized -	3.9%	$138,839.82
Est. Pending Change Orders	0.0%	$0.00
Amended Contract Amount		$3,663,396.72
* Quantity Adjustments	-3.6%	($125,720.11)
+ CCO FA Adjustments	0.0%	$0.00
Total Amended Contract Amount	100.4%	$3,537,676.61
Expenditures		
Total Progress Payments -		$3,366,918.02
Estimated Pending Payments		$170,758.59
Total Expenditures		$3,537,676.61
(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: Pavement Rehabilitation and Safety Project

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: All American Asphalt

Street or legal description of site: Ramona Expressway, from 51st Street to Warren Road

Dated: ____________________

Owner: County of Riverside
(Name of Public Entity)

By: ____________________
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)

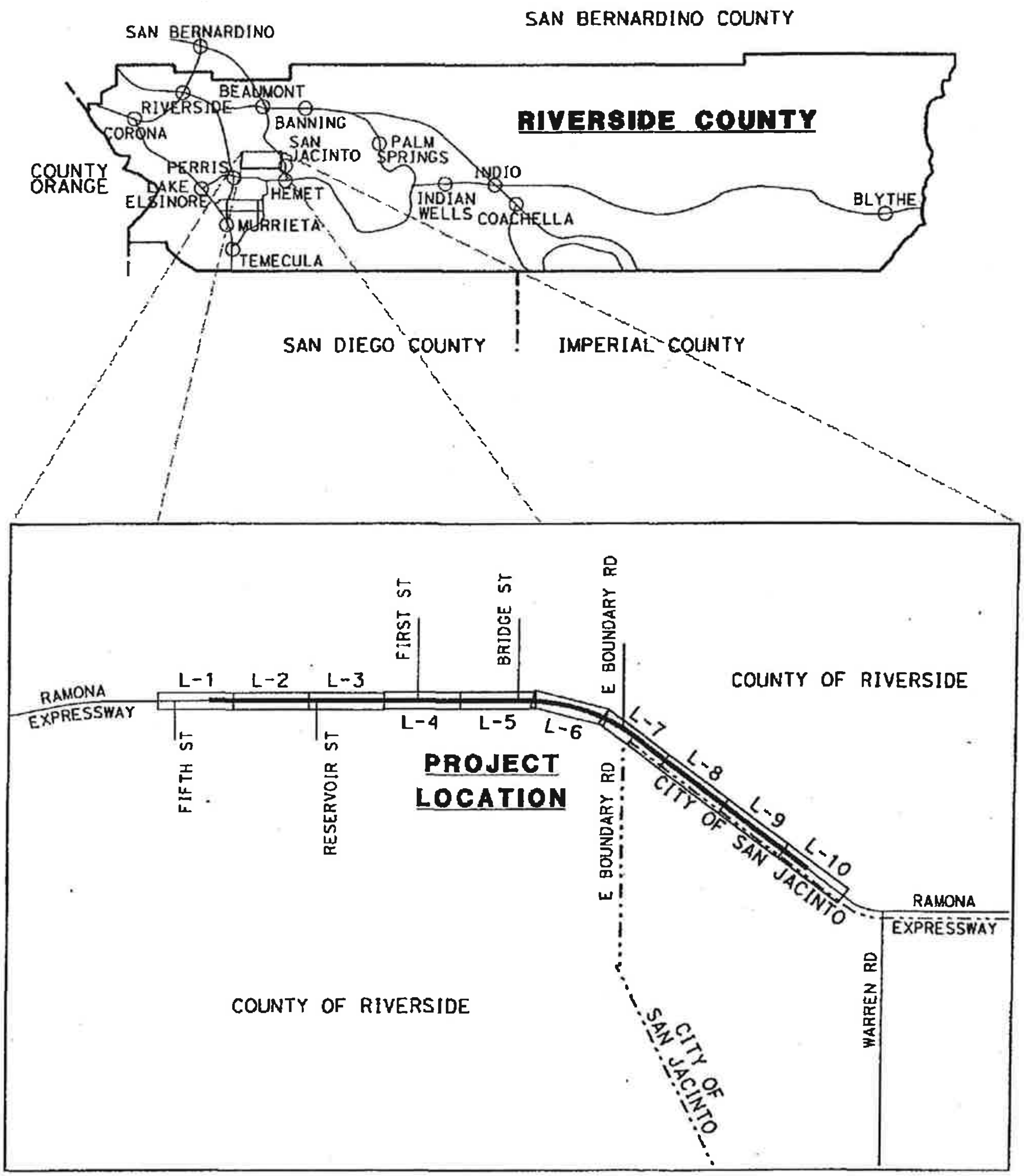
____________________, Chairman of the Board of Supervisors

COUNTY OF RIVERSIDE

DEPARTMENT OF TRANSPORTATION

RAMONA EXPRESSWAY

RESURFACING PROJECT AND ROAD WIDENING PROJECT



PROJECT LENGTH = 3.48 Miles
T. 4 S., R. 2 W., SEC. 9-13
2009 THOMAS GUIDE PG 779, D-2; TO PG 780, B-3

VICINITY MAP

PROJECT: Ramona Expressway Resurfacing and Road Widening Project From 1000 ft. East of 5th Street to 2800 ft. West of Warren Road
County Project No.: B9-0960
Contract No.: 11-01-020

Contractor: All American Asphalt
Address: P.O. Box 2229, Corona, CA 92878
City, State, Zip: Corona, CA 92878

Estimate No. 3 Final
From: April 26, 2011
To: May 25, 2011

Item No.	Item Description	Units	Quantity	Unit Price	Original Contract Amount	Change Authorized Quantity	Change Authorized Amount	Total Authorized Quantity	Total Authorized Amount	This Estimate Quantity	This Estimate Amount	Previous Quantity	Total Estimate To Date Quantity	Total Estimate To Date Amount	% Auth.
	PROJECT TOTAL				3,524,556.90		138,839.82		3,663,396.72		170,758.59			3,537,676.61	

Made by: Tom Nowak
Checked by
OK Const. Supv. [signature]

Working Days:	40
Days Added:	0
Subtotal:	40
Days Used:	42
% Time Elapsed:	105%

Start Date:	2-22-11
End Date:	4-13-11
% $ Complete:	97%
Original Contract:	$3,524,556.90
Amended Contract:	$3,663,396.72

TOTAL VALUE OF WORK TO DATE:		$3,537,676.61
LESS RETENTION:	10%	353,767.66
TOTAL DUE TO DATE:		$3,183,908.95
LESS PREVIOUSLY INVOICED:		3,030,226.21
LESS LABOR NON COMPLIANCE:		0.00
TOTAL DUE THIS PAYMENT:		$153,682.73

This Estimate Approved ____________ Date: ______ for: $153,682.73
Juan C. Perez, Director of Transportation

Received by Accounts Payable: ____________
By: ____________

Quantities on This Estimate Approved [signature] Date: 7/12/11
All American Asphalt

PAYMENT APPROVAL

Fund 20000
Dept ID 31305
Account 524660
Project ZB9-0960E
Activity ID Z3500
Resource Type CNT
Signature [signature]
Date 7/13/11

PROGRESS ESTIMATE RECORD - COUNTY OF RIVERSIDE

Processed Construction Inspection 7/6/2011

PROJECT: Ramona Expressway Resurfacing and Road Widening Project From 1000 ft. East of 5th Street to 2800 ft. West of Warren Road
County Project No.: B9-0980
Contract No.: 11-01-020

Contractor: All American Asphalt
Address: P.O. Box 2229, Corona, CA 92878
City, State, Zip: Corona, CA 92878

Estimate No. 3 Final
From: April 26, 2011
To: May 25, 2011

Item No.	Item Description	Units	Quantity	Unit Price	Original Contract Amount	Change Authorized Quantity	Change Authorized Amount	Total Authorized Quantity	Total Authorized Amount	This Estimate Quantity	This Estimate Amount	Previous Quantity	Total Estimate To Date Quantity	Total Estimate To Date Amount	% Auth.
1	MISCELLANEOUS DIRECTED WORK	FA	100,000	1.00	100,000.00			100,000.00	100,000.00	26,488.77	26,488.77 *		26,488.77	26,488.77	26%
2	GRINDING ASPHALT CONCRETE IN PLACE	SQYD	90,000	1.10	99,000.00			90,000.00	99,000.00			86,839.00	86,839.00	95,522.90	96%
3	RUBBERIZED HOT MIX ASPHALT (GAP GRADED)	TON	11,625	74.40	864,900.00			11,625.00	864,900.00			11,757.91	11,757.91	874,788.50	101%
4	MINOR CONRETE (CURB AND GUTTER) (CRS 200)	LF	60	42.00	2,520.00			60.00	2,520.00						0%
5	DUST ABATEMENT	LS	1	1,020.00	1,020.00			1.00	1,020.00			1.00	1.00	1,020.00	100%
6	RELOCATE SIGNS	EA	6	440.00	2,640.00			6.00	2,640.00			4.00	4.00	1,760.00	67%
7	WATER POLLUTION CONTROL	LS	1	11,700.00	11,700.00			1.00	11,700.00			1.00	1.00	11,700.00	100%
8	TRAFFIC CONTROL SYSTEMS	LS	1	134,500.00	134,500.00			1.00	134,500.00			1.00	1.00	134,500.00	100%
9	SALVAGE ROADSIDE SIGN	EA	6	45.90	275.40			6.00	275.40			4.00	4.00	183.60	67%
10	CLEARING AND GRUBBING	LS	1	3,060.00	3,060.00			1.00	3,060.00			1.00	1.00	3,060.00	100%
11	DEVELOP WATER SUPPLY	LS	1	770.00	770.00			1.00	770.00			1.00	1.00	770.00	100%
12	ROADWAY EXCAVATION	CY	9,965	10.15	101,144.75			9,965.00	101,144.75			9,138.00	9,138.00	92,750.70	92%
13	SHOULDER BACKING	LF	29,000	0.84	24,360.00			29,000.00	24,360.00			29,235.00	29,235.00	24,557.40	101%
14	IMPORTED BORROW	CY	9,520	9.05	86,156.00			9,520.00	86,156.00	600.00	5,430.00 *	5,105.00	5,705.00	51,630.25	60%
15	PORTABLE CHANGEABLE MESSAGE SIGN	EA	6	1,480.00	8,880.00			6.00	8,880.00			2.00	2.00	2,960.00	33%
16	CLASS 2 AGGREGATE BASE	CY	4,620	22.25	102,795.00			4,620.00	102,795.00			4,620.00	4,620.00	102,795.00	100%
17	HOT MIX ASPHALT (TYPE C)	TON	29,400	58.20	1,711,080.00			29,400.00	1,711,080.00			29,745.57	29,745.57	1,731,192.17	101%
18	RUMBLE STRIP	LF	83,000	0.15	12,450.00			83,000.00	12,450.00			82,840.00	82,840.00	12,426.00	100%
19	PLACE HOT MIX ASPHALT (MISCELLANEOUS AREA)	SQYD	1,000	4.80	4,800.00			1,000.00	4,800.00						0%
20	MINOR CONCRETE FOOTING	EA	2	2,860.00	5,720.00			2.00	5,720.00			2.00	2.00	5,720.00	100%
21	ROADSIDE SIGN - ONE POST	EA	15	247.00	3,705.00			15.00	3,705.00			12.00	12.00	2,964.00	80%
22	24" REINFORCED CONCRETE PIPE	LF	230	153.00	35,190.00			230.00	35,190.00			214.00	214.00	32,742.00	93%
23	36" REINFORCED CONCRETE PIPE	LF	176	157.00	27,632.00			176.00	27,632.00			178.00	178.00	27,946.00	101%
24	24" CONCRETE FLARED END SECTION	LF	3	1,390.00	4,170.00			3.00	4,170.00			3.00	3.00	4,170.00	100%

PROGRESS ESTIMATE RECORD - COUNTY OF RIVERSIDE

Processed Construction Inspection 7/12/2011

PROJECT: Ramona Expressway Resurfacing and Road Widening Project From 1000 ft. East of 5th Street to 2800 ft. West of Warren Road
County Project No.: B9-0980
Contract No.: 11-01-020

Contractor: All American Asphalt
Address: P.O. Box 2229, Corona, CA 92878
City, State, Zip: Corona, CA 92878

Estimate No. 3 Final
From: April 26, 2011
To: May 25, 2011

Item No.	Item Description	Units	Quantity	Unit Price	Original Contract Amount	Change Authorized Quantity	Change Authorized Amount	Total Authorized Quantity	Total Authorized Amount	This Estimate Quantity	This Estimate Amount	Previous Quantity	Total Estimate To Date Quantity	Total Estimate To Date Amount	% Auth.
25	36" CONCRETE FLARED END SECTION	LF	4	1,940.00	7,760.00			4.00	7,760.00			4.00	4.00	7,760.00	100%
26	35"X24" CORRUGATED STEEL PIPE ARCH (.138"THICK)	LF	72	204.00	14,688.00			72.00	14,688.00						0%
27	35"X24" STEEL FLARED END PIPE ARCH SECTION	EA	1	1,300.00	1,300.00			1.00	1,300.00						0%
28	DELINATOR (CLASS 1)	EA	30	31.00	930.00			30.00	930.00			26.00	26.00	806.00	87%
29	OBJECT MARKER (TYPE L)	EA	12	46.00	552.00			12.00	552.00						0%
30	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	1,255	3.25	4,078.75			1,255.00	4,078.75			635.00	635.00	2,063.75	51%
31	PAINT TRAFFIC STRIPE (2-COAT)	LF	139,900	0.20	27,980.00			139,900.00	27,980.00			138,745.00	138,745.00	27,749.00	99%
32	PAVEMENT MARKER (REFLECTIVE)	EA	3,900	3.05	11,895.00			3,900.00	11,895.00			2,959.00	2,959.00	9,024.95	76%
33	PAVEMENT MARKER (NON-REFLECTIVE)	EA	6,300	1.27	8,001.00			6,300.00	8,001.00			6,340.00	6,340.00	8,051.80	101%
34	TEMPORARY FENCE (TYPE ESA)	LF	10,200	3.57	36,414.00			10,200.00	36,414.00			10,200.00	10,200.00	36,414.00	100%
34.A	CONSTRUCTION PROJECT FUNDING IDENTIFICATION SIGN	EA	2	765.00	1,530.00			2.00	1,530.00			2.00	2.00	1,530.00	100%
35	MINOR CONCRETE (HEADWALL)	EA	4	3,060.00	12,240.00			4.00	12,240.00			5.00	5.00	15,300.00	125%
36	64"X43" CORRUGATED STEEL PIPE ARCH (.109" THICK)	LF	164	230.00	37,720.00			164.00	37,720.00			163.00	163.00	37,490.00	99%
37	64"X43" STEEL FLARED END PIPE ARCH SECTION	EA	4	2,750.00	11,000.00			4.00	11,000.00			4.00	4.00	11,000.00	100%
CCO1	AC PRICE FLUCTUATION COMPENSATION	AP	0	138,839.82	0.00	1.00	138,839.82	1.00	138,839.82	1.00	138,839.82		1.00	138,839.82	100%

Ramona Expressway Resurfacing and Widening
Contract CCO History

Contract No.	11-01-020
Work Order No.	B9-0960
Contract Amount	$3,524,556.90
Single Maximum CCO	$150,000.00
Maximum CCO's	$352,455.69
Tip Budget	

Tip Comments:
No Change

===

CCO No.	Amount This CCO	Authority	Cumulative CCO's	% Original Authorized	Cumulative CCO %	Classification
1	$138,839.82	Trans. Director	$138,839.82	3.94%	3.94%	Extra/Unavoidable
	$138,839.82			3.94%		

New Authorized Contract Total	$3,663,396.72
Total CCO Dollars To Date	$138,839.82
Total % Increased by CCO's	3.94%

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

839 A

FROM: TLMA - Transportation Department

SUBMITTAL DATE:
August 31, 2011

SUBJECT: Cooperative Agreement between the County of Riverside (COUNTY) and the County Flood Control and Water Conservation District (DISTRICT) for the Homeland MDP Line 2, Stage 2 Project

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Cooperative Agreement between the DISTRICT and COUNTY, and;

2. Authorize the Chairman to execute the Agreement documents on behalf of the COUNTY.

Juan C. Perez
Director of Transportation

MS
(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

Departmental Concurrence

FORM APPROVED COUNTY COUNSEL
BY: MARSHA L. VICTOR 8/22/11 DATE

Dep't Recomm.: ☐ Consent ☒ Policy

Per Exec. Ofc.: ☐ Consent ☒ Policy

Prev. Agn. Ref. | **District:** 5 | **Agenda Number:** 3.92

Form 11 (Rev 07/2007)

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD

BACKGROUND: The COUNTY is granting the DISTRICT the necessary rights to construct, operate and maintain the Homeland drainage system (Project) within COUNTY road rights of way and, upon completion of project construction, the COUNTY will assume ownership, operation and maintenance responsibilities of all inlets and connector pipes to the DISTRICT storm drain system, within the COUNTY rights-of-way.

County Counsel has approved the Agreement as to legal form. A companion item appears on the Flood Control and Water Conservation District's agenda this same date.

Contract No. 11-07-007
Riverside Co. Transportation

COOPERATIVE AGREEMENT
Homeland MDP Line 2, Stage 2
(Project No. 4-0-00337-02)

The RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, hereinafter called "DISTRICT" and the COUNTY of RIVERSIDE, hereinafter called "COUNTY" on behalf of its Transportation Department, hereby agree as follows:

RECITALS

A. DISTRICT has budgeted for and plans to design and construct Homeland MDP Line 2, Stage 2 project. This project will provide improved drainage and flood control in the unincorporated Homeland community of Riverside County; and

B. The project consists of the construction and subsequent maintenance of approximately 800 lineal feet of underground storm drain system, hereinafter called "STORM DRAIN IMPROVEMENTS" as shown in concept in red on Exhibit "A" attached hereto and made a part hereof; and

C. Associated with the construction of STORM DRAIN IMPROVEMENTS is the construction of various inlets and connector pipes located within COUNTY rights of way, hereinafter called "APPURTENANCES". STORM DRAIN IMPROVEMENTS and APPURTENANCES are hereinafter called together called "PROJECT"; and

D. DISTRICT desires COUNTY to accept ownership and responsibility for the operation and maintenance of APPURTENANCES upon completion. Therefore, COUNTY must review and approve DISTRICT'S plans and specifications for PROJECT and subsequently inspect the construction of PROJECT; and

E. The purpose of this Agreement is to memorialize the mutual understandings by and between DISTRICT and COUNTY in regards to its respective roles and responsibilities associated with PROJECT.

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

SECTION I

DISTRICT shall:

1. Prepare or cause to be prepared plans and specifications for PROJECT, as shown on District Drawing No. 4-1009, hereinafter called "IMPROVEMENT PLANS", in accordance with DISTRICT and COUNTY standards, and submit IMPROVEMENT PLANS to COUNTY for its review and approval prior to advertising PROJECT for construction.

2. Pursuant to CEQA, assume lead agency role and responsibility for preparation, circulation, and adoption of all necessary and appropriate CEQA documents pertaining to the construction, operation and maintenance of PROJECT.

3. Pay all DISTRICT costs associated with the preparation of IMPROVEMENT PLANS and with the processing and administration of this Agreement.

4. [This Section Intentionally Left Blank.]

5. [This Section Intentionally Left Blank.]

6. Obtain at its sole cost and expense, all necessary licenses, agreements, permits, and rights of entry as may be needed to construct, inspect, operate and maintain PROJECT.

7. Advertise, award and administer a public works PROJECT construction contract.

8. Provide COUNTY with written notice that DISTRICT has awarded a construction contract for PROJECT.

9. Notify COUNTY in writing at least twenty (20) days prior to the start of construction of PROJECT.

10. Furnish COUNTY, at the time of providing written notice to COUNTY of the start of construction as set forth in Section I.9, with a construction schedule which shall show the order and dates in which DISTRICT or DISTRICT'S contractor proposes to carry on the various parts of work, including estimated start and completion dates.

11. Construct or cause to be constructed, PROJECT pursuant to a DISTRICT administered construction contract, in accordance with IMPROVEMENT PLANS approved by DISTRICT and COUNTY, and pay all costs associated therewith.

12. Inspect construction of PROJECT.

13. Require its construction contractor(s) to comply with all Cal/OSHA safety regulations including regulations concerning confined space and maintain a safe working environment for all DISTRICT and COUNTY employees on the site.

14. Require its prime construction contractor to furnish DISTRICT, following DISTRICT'S award of a PROJECT construction contract, a confined space entry procedure specific to PROJECT. The procedure shall comply with requirements contained in California Code of Regulations, Title 8, Section 5158, Other Confined Space Operations, Section 5157, Permit Required Confined Space and District confined Space Procedures, SOM-18. The procedure shall be reviewed and approved by DISTRICT prior to the issuance of a Notice to Proceed.

15. Require its prime construction contractor(s), following DISTRICT'S award of a PROJECT construction contract, to procure and maintain comprehensive liability insurance which shall protect DISTRICT and the County of Riverside from claims for damages for personal injury, including accidental or wrongful death, as well as from claims for property

damage, which may arise from DISTRICT'S construction of PROJECT or the performance of its obligations hereunder, whether such construction or performance be by DISTRICT, the aforementioned construction contractor(s), or any subcontractors to said construction contractor(s), or by anyone employed directly or indirectly by said construction contractor(s) or subcontractors. Such insurance shall provide for coverage limits of not less than two million dollars ($2,000,000) per occurrence and shall name DISTRICT and the County of Riverside as additional insureds with respect to this Agreement and the obligations of DISTRICT hereunder. Said insurance coverage shall be provided by an insurance company licensed to transact insurance business in the State of California, having an A.M. Best rating of A:VIII (A:8) or better, and shall be evidenced by a certificate (or certificates) of insurance indicating that the insurance is in full force and effect and that DISTRICT and the County of Riverside are named as additional insureds. Said certificate(s) of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be provided to DISTRICT and the County of Riverside prior to any modification, cancellation, or reduction in coverage of said insurance.

16. Accept ownership and sole responsibility for the operation and maintenance of PROJECT until such time as COUNTY accepts ownership and responsibility for operation and maintenance of APPURTENANCES. Further, it is mutually understood by the parties hereto that prior to COUNTY acceptance of ownership and responsibility for the operation and maintenance of APPURTENANCES, APPURTENANCES shall be in a satisfactorily maintained condition as solely determined by COUNTY.

17. Within two (2) weeks of completing PROJECT construction, provide COUNTY with written notice that PROJECT construction is substantially complete and requesting that COUNTY conduct a final inspection of PROJECT.

18. Provide COUNTY with a copy of the Notice of Completion.

19. Provide COUNTY with a reproducible duplicate set of "RECORD DRAWINGS" of PROJECT plans.

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

SECTION II

COUNTY shall:

1. Review and approve IMPROVEMENT PLANS prior to DISTRICT advertising PROJECT for construction.

2. Grant DISTRICT, by execution of this Agreement, the right to construct, inspect, operate and maintain PROJECT within COUNTY rights of way.

4. Order the relocation of all utilities installed by permit or franchise within COUNTY rights of way which conflict with the construction of PROJECT and which must be relocated at the utility company's expense.

5. Issue DISTRICT'S contractor(s) a no fee encroachment permit to construct PROJECT.

6. Inspect PROJECT construction at its sole cost, but provide any comments to DISTRICT personnel who shall be solely responsible for all quality control communications with DISTRICT'S contractor(s) during the construction of PROJECT.

7. Upon receipt of DISTRICT'S written notice that PROJECT construction is substantially complete, conduct a final inspection of PROJECT.

8. Accept sole responsibility for ownership, operation, and maintenance of APPURTENANCES upon (i) receipt of DISTRICT'S Notice of Completion of PROJECT, and (ii) receipt of reproducible duplicate set of RECORD DRAWINGS of PROJECT plans as set forth in Section I.19.

SECTION III

It is further mutually agreed:

1. Except as otherwise provided herein, all construction work involved with PROJECT shall be inspected by DISTRICT and shall not be deemed complete until approved and accepted as complete by DISTRICT.

2. Except as otherwise provided herein, DISTRICT shall not be responsible for any additional street repairs or improvements not shown in IMPROVEMENT PLANS and not as a result of PROJECT construction.

3. DISTRICT shall indemnify, defend, save and hold harmless COUNTY (including their respective officers, districts, special districts and departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents, representatives, independent contractors, and subcontractors) from any liabilities, claim, damage, proceeding or action, present or future, based upon, arising out of or in any way relating to DISTRICT (including its officers, employees, agents, representatives, independent contractors, and subcontractors) actual or alleged acts or omissions related to this Agreement, performance under this Agreement, or failure to comply with the requirements of this Agreement, including but not limited to: (a) property damage; (b) bodily injury or death; (c) payment of attorney's fees; or (d) any other element of any kind or nature whatsoever.

4. COUNTY shall indemnify, defend, save and hold harmless DISTRICT (including its officers, employees, agents, representatives, independent contractors, and

subcontractors) from any liabilities, claim, damage, proceeding or action, present or future, based upon, arising out of or in any way relating to COUNTY (including its officers, Board of Supervisors, elected and appointed officials, employees, agents, representatives, independent contractors, and subcontractors) actual or alleged acts or omissions related to this Agreement, performance under this Agreement, or failure to comply with the requirements of this Agreement, including but not limited to: (a) property damage; (b) bodily injury or death; (c) payment of attorney's fees; or (d) any other element of any kind or nature whatsoever.

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

6. This Agreement is to be construed in accordance with the laws of the State of California.

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

RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT
1995 Market Street
Riverside, CA 92501
Attn: Design I Section

COUNTY OF RIVERSIDE
Post Office Box 1090
Riverside, CA 92502-1090
Attn: Transportation Department
Permit Section

8. 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.

9. This Agreement is the result of negotiations between the parties hereto, and the advice and assistance of their respective counsel. No provision contained herein shall be construed against DISTRICT solely because, as a matter of convenience, it prepared this Agreement in its final form.

10. 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. This Agreement may be changed or modified only upon the written consent of the parties hereto.

11. [This Section Intentionally Left Blank.]

//

//

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

____________________.
(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

By ____________________
WARREN D. WILLIAMS
General Manager-Chief Engineer

APPROVED AS TO FORM:

PAMELA J. WALLS
County Counsel

By ____________________
NEAL KIPNIS
Deputy County Counsel

RECOMMENDED FOR APPROVAL:

By ____________________
JUAN C. PEREZ
Director of Transportation

FORM APPROVED COUNTY COUNSEL
BY: MARSHA L. VICTOR 8/22/11
DATE

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

By ____________________
MARION ASHLEY, Chairman
Riverside County Flood Control and Water Conservation District Board of Supervisors

ATTEST:

KECIA HARPER-IHEM
Clerk of the Board

By ____________________
Deputy

(SEAL)

COUNTY OF RIVERSIDE

By ____________________
BOB BUSTER, Chairman
County of Riverside Board of Supervisors
For Transportation Department

ATTEST:

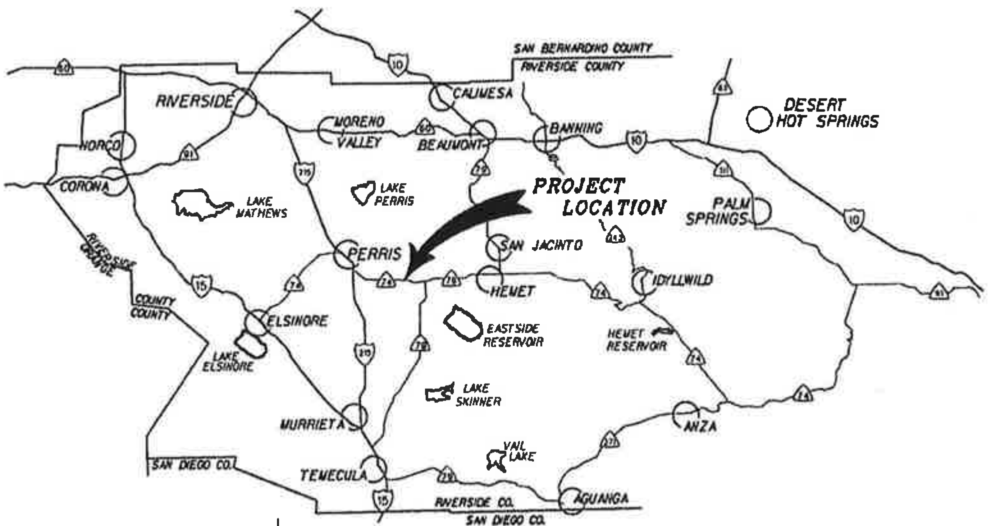
KECIA HARPER-IHEM
Clerk of the Board

By ____________________
Deputy

(SEAL)

Cooperative Agreement
Homeland MDP Line 2, Stage 2
TT:seb
07/20/11
P8\139663

Exhibit A



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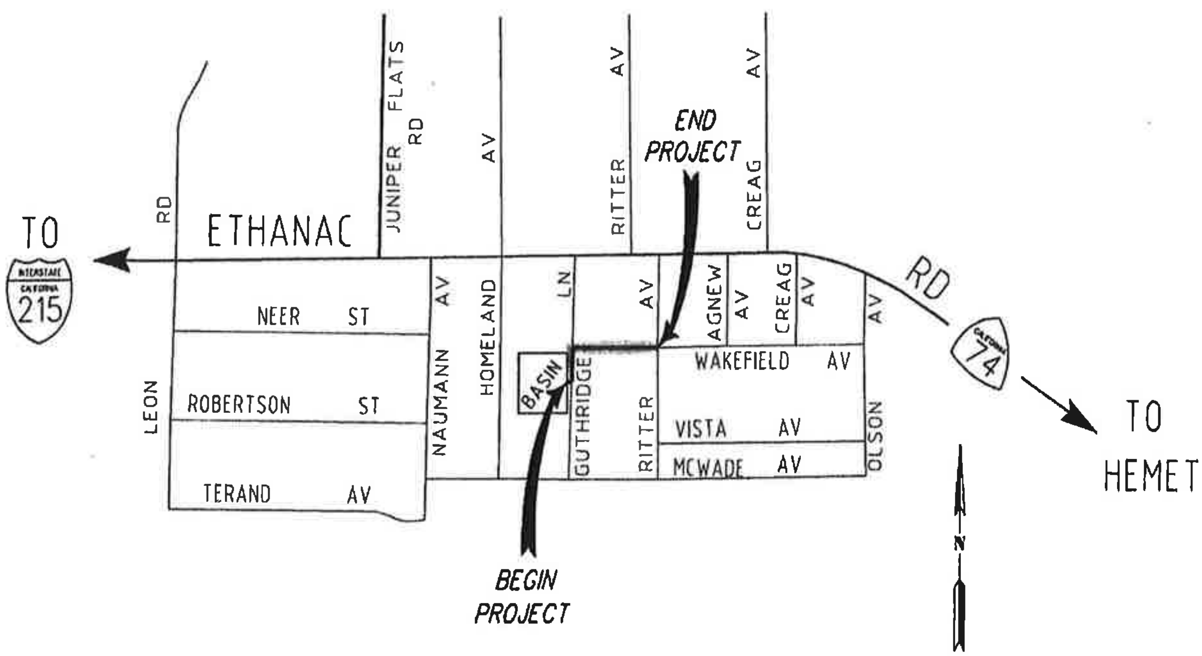
VICINITY MAP

N.T.S.

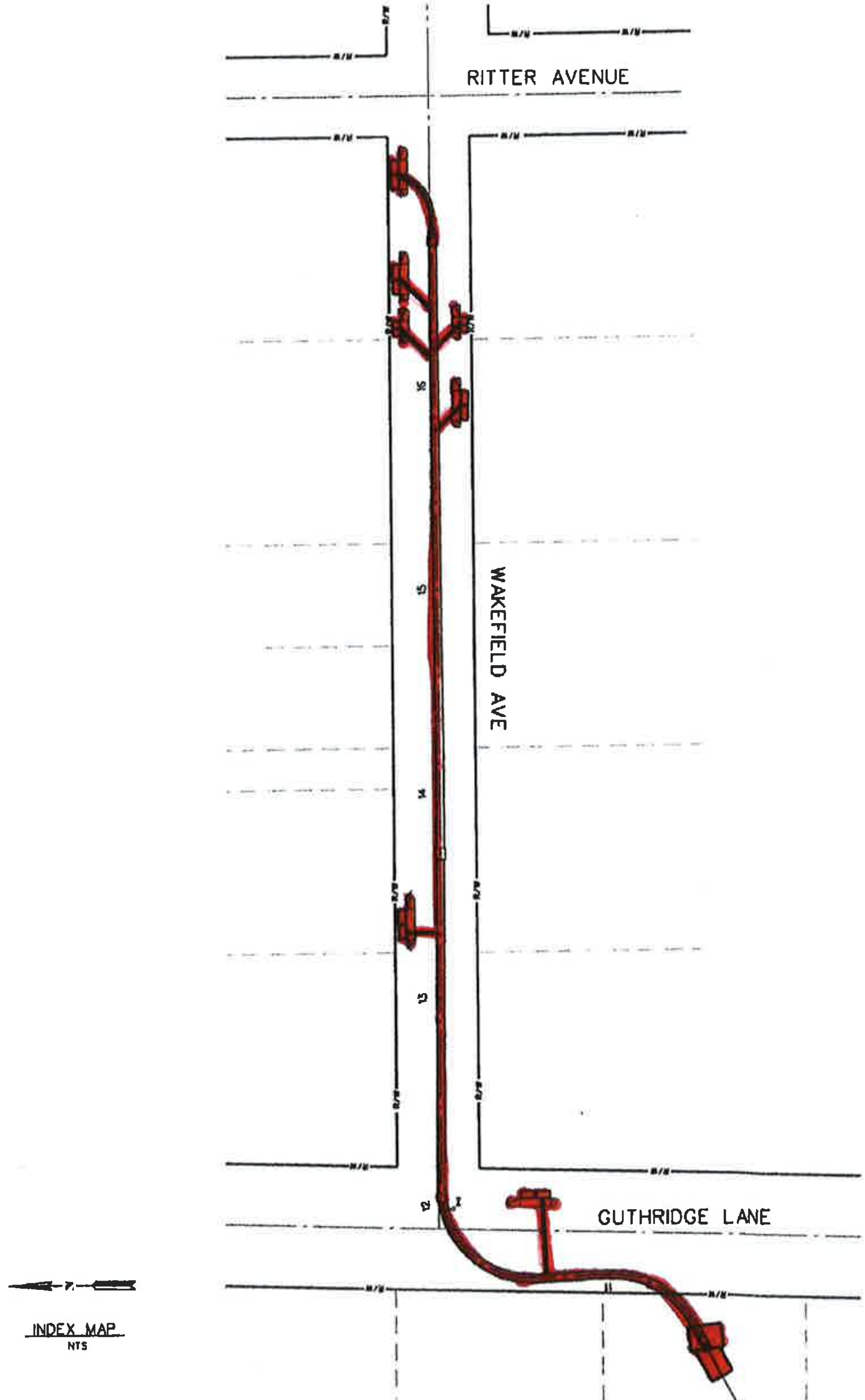


INDEX MAP

NTS

PAGE 1 OF 2

Exhibit A



PAGE 2 OF 2

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

835 A

FROM: TLMA - Transportation Department

SUBMITTAL DATE: August 31, 2011

SUBJECT: Cooperative Agreement by and between the County and City of Menifee for Chip Seal roadway maintenance treatment.

RECOMMENDED MOTION: That the Board of Supervisors ratify the attached Cooperative Agreement between the County and the City of Menifee, and authorize the Chairman to execute the same.

BACKGROUND: The Project involves roadway maintenance treatment (Chip Seal) on Briggs Road between Newport Road and Garbani Road, which is located within the jurisdictional boundaries of both the County and the City of Menifee. (The centerline on Briggs Road is the City limit.)

Juan C. Perez
Director of Transportation

JCP:dkd
(Continued On Attached Page)

FINANCIAL DATA	**Current F.Y. Total Cost:** $ 22,923	**In Current Year Budget:** Yes		
	Current F.Y. Net County Cost: $ 0	**Budget Adjustment:** No		
	Annual Net County Cost: $ 0	**For Fiscal Year:** 2011/2012		

SOURCE OF FUNDS: City of Menifee (100%)
There are no General Funds used for this project.

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

FORM APPROVED COUNTY COUNSEL
BY: MARSHA L. VICTOR 8/18/11 DATE

Dep't Recomm.: ☐ Consent ☒ Policy

Per Exec. Ofc.: ☐ Consent ☒ Policy

Prev. Agn. Ref. | **District:** 3 | **Agenda Number:** 3.93

Form 11 (Rev 07/2007)

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

County and City staff mutually determined the need for the maintenance work and both agreed that the County will take the lead in doing the work at one time to get a completed project done more economically and with less disruption to the public, and the City will reimburse the County for the portion that falls within the City's jurisdiction. Cost of this work is approximately $48,000. By this agreement, the City of Menifee will reimburse funds to the County in the amount of $22,923 for the City's share of the work.

This agreement has been approved by the City of Menifee.

COOPERATIVE AGREEMENT BY AND BETWEEN

COUNTY OF RIVERSIDE Contract No. 11-08-008 Riverside Co. Transportation

AND

CITY OF MENIFEE

FOR ROADWAY IMPROVEMENT SERVICES ON

Briggs Road

This Agreement entered into this _______ day of _____________, 2011, by and between the County of Riverside, (hereinafter "COUNTY"), and the City of Menifee, (hereinafter "CITY") for the provision of certain roadway maintenance treatment (Chip Seal) on a portion of Briggs Road located within the jurisdictional boundaries of both the COUNTY and the CITY. COUNTY and CITY are sometimes collectively referred to herein as the "PARTIES".

RECITALS

A. COUNTY and CITY have determined that there is need for roadway maintenance treatment (Chip Seal) on a portion of Briggs Road (hereinafter "PROJECT") as described in Exhibit A (Scope of Work).

B. COUNTY and CITY desire to have one agency take a lead role in the development and implementation of PROJECT in an interest to coordinate the improvements located in the two jurisdictions and to reduce overall costs by processing the two separate jurisdictional improvements as one project.

C. COUNTY and CITY desire to designate COUNTY as the lead agency for the PROJECT and COUNTY will therefore provide the administrative, technical, managerial, and support services necessary to develop and implement PROJECT.

D. COUNTY and CITY desire 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 • COUNTY AGREES:

1. To administer, manage and provide support services necessary for the application of chip seal maintenance treatment to the existing pavement on Briggs Road, as set forth in Exhibit A, attached hereto and incorporated

by this reference.

2. To identify and locate all utility facilities within the PROJECT area as part of its PROJECT design responsibility, if applicable. If any existing public and/or private utility facilities conflict with PROJECT construction, COUNTY shall make all necessary arrangements with the owners of such facilities for their protection, relocation, or removal.
3. To prepare environmental documentation as necessary, and to obtain necessary environmental clearances in accordance with the California Environmental Quality ACT (CEQA), if applicable.
4. To furnish CITY a single invoice with a final reconciliation of project expenses within ninety (90) days following the completion and acceptance of the constructed PROJECT improvements. The invoice amount shall not exceed the costs specified in Section 2 for the CITY's share of the improvements.

SECTION 2 • CITY AGREES:

1. To reimburse COUNTY for the PROJECT construction costs estimated in the amount of **$22,923** for the improvements located within the jurisdictional boundaries of the CITY.
2. 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 pre-construction and construction activities of the PROJECT.
3. To pay within 45 days of receipt all invoices submitted by COUNTY for services rendered in accordance with this agreement.

SECTION 3 • IT IS MUTUALLY AGREED AS FOLLOWS:

1. The work shall be performed by COUNTY forces.
2. 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.
3. 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.
4. 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.
5. CITY and COUNTY shall retain or cause to be retained for audit, all records and accounts relating to

PROJECT for a period of three (3) years from the date of final payment.

6. 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.
7. 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.
8. 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.
9. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not party 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.
10. 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.
11. This Agreement shall terminate upon completion of construction and reconciliation of final invoicing for the PROJECT.

IN WITNESS WHEREOF, the PARTIES have caused this Agreement to be executed by their duly authorized representatives to be effective on the day and year first above-written.

[Signatures on Following Page]

COUNTY OF RIVERSIDE

RECOMMENDED FOR APPROVAL:

______________________ Dated: 8/17/11

Juan C. Perez

Director of Transportation

APPROVED AS TO FORM:

______________________ Dated: 8/18/11

County Counsel

APPROVAL BY THE BOARD OF SUPERVISORS:

______________________ Dated: ________

____
PRINTED NAME

Chairman, Board of Supervisors

ATTEST:

______________________ Dated: ________

Kecia Harper-Ihem

Clerk of the Board

CITY OF MENIFEE

APPROVED BY:

______________________ Dated: 7/19/11

Wallace Edgerton
PRINTED NAME

Mayor
TITLE

~~APPROVED BY:~~ ATTEST:

______________________ Dated: 7/19/11

KATHY BENNETT
PRINTED NAME

CITY CLERK
TITLE

EXHIBIT A • SCOPE OF WORK

DESCRIPTION: Apply Chip Seal maintenance treatment to the existing pavement for the street and limits listed in the table below. The location is within the City of Menifee and unincorporated areas of Riverside County.

COST ESTIMATE:

Street Name	From	To	City's Cost
Briggs Road	Newport Road	Garbani Road	$22,923
		Total Cost to City	$22,923

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

306A

FROM: TLMA - Transportation Department

SUBMITTAL DATE: August 4, 2011

SUBJECT: Contribution Cooperative Agreement between the County of Riverside (COUNTY) and the California State Department of Transportation (CALTRANS) for barrier project along westbound Interstate 10 (I-10) and Varner Road between Monterey Avenue and Washington Street

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached Contribution Cooperative Agreement between the COUNTY and CALTRANS, and;
2. Authorize the Chairman to execute Caltrans Agreement No. 08-1510.

BACKGROUND: Varner Road travels parallel and just north of Interstate 10 between Monterey Avenue and Washington near Palm Desert. A chain link fence currently separates the two

Juan C. Perez
Director of Transportation

(Continued On Attached Page)

FINANCIAL DATA	**Current F.Y. Total Cost:**	$ 500,000	**In Current Year Budget:**	Yes
	Current F.Y. Net County Cost:	$ 0	**Budget Adjustment:**	No
	Annual Net County Cost:	$ 0	**For Fiscal Year:**	2011/2012

SOURCE OF FUNDS: Gas Tax (100%)
There are no General Funds used in this project.

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: MARSHA L. VICTOR 8/8/11 DATE

Departmental Concurrence

Dep't Recomm.: ☐ Consent ☒ Policy

Per Exec. Ofc.: ☐ Consent ☒ Policy

Prev. Agn. Ref.	**District:** 4	**Agenda Number:** 3.94

Form 11 (Rev 07/2007)

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

roadbeds. Caltrans has proposed a safety project to prevent motorists from leaving the Interstate and onto opposing traffic along Varner road. A concrete barrier will provide protection for both Varner Road and Interstate 10 travelers from on-coming traffic leaving the traveled way of these roadbeds.

The proposed project consists of replacing the existing chain link fence and barbed wire fence along westbound Interstate 10, between Monterey Avenue and Washington Street (a distance of about 4 miles), with a concrete barrier. To improve safety, the concrete barrier will include a glare screen on top to shield the headlight glare from opposing traffic.

The total construction cost is anticipated to be $3.5 million and construction is expected to begin in the Summer of 2013. The County would contribute a fixed amount of $500,000 for the project and the Caltrans share would be $3 million and they would advertise, award, and administer the construction contract.

Project # C2-0021

Contract No. 11-07-010
Riverside Co. Transportation

08-Riv-10 PM 44.51/R50.45
EA 0Q110
District Agreement No. 08-1510
Project Number 0800020211

COOPERATIVE AGREEMENT
Contribution Only

This agreement, effective on ________________________, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

County of Riverside, referred to as COUNTY.

RECITALS

1. CALTRANS and COUNTY, collectively referred to as PARTNERS, are authorized to enter into a cooperative agreement for improvements to the SHS per Streets and Highways Code sections 114 and 130.

2. CALTRANS is building a project to replace the existing chain link fence and barbed wire fence with an outer-separation concrete barrier along westbound (WB) Interstate 10 (I-10) between Monterey Avenue Overcrossing (OC) and Washington Street OC near Thousand Palms in the County of Riverside, as well as, the safety improvements that consist of installing monolithic concrete glare screen/barrier (Type 60G) to separate WB I-10 and Varner Road, referred to as PROJECT.

3. COUNTY will contribute funds to PROJECT. Contributed funds will be used for the PROJECT.

4. PARTNERS now define in this agreement the terms and conditions of this contribution.

RESPONSIBILITIES

5. CALTRANS is the SPONSOR and IMPLEMENTING AGENCY for PROJECT.

6. COUNTY is a FUNDING PARTNER contributing a fixed amount toward PROJECT.

DEFINITIONS

FUNDING PARTNER – A partner who commits a defined dollar amount.

IMPLEMENTING AGENCY – The partner responsible for managing the scope, cost, and schedule of a project component to ensure the completion of that component.

PARTNERS – The term that collectively references all of the signatory agencies to this agreement. This term only describes the relationship between these agencies to work together to achieve a mutually beneficial goal. It is not used in the traditional legal sense in which one partner's individual actions legally bind the other partners.

SIGNATURES

PARTNERS declare that:

1. Each partner is an authorized legal entity under California state law.
2. Each partner has the authority to enter into this agreement.
3. The people signing this agreement have the authority to do so on behalf of their public agencies.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By: ______________________________
Raymond W. Wolfe, PhD
District Director

CERTIFIED AS TO FUNDS:

By: ______________________________
Lisa Pacheco
Budget Manager

COUNTY OF RIVERSIDE

By: ______________________________
Chairman, Board of Supervisors

By: ______________________________
Kecia Harper-Ihem
Clerk of the Board

APPROVED AS TO FORM AND PROCEDURE:
Pamela J. Walls
County Counsel

By: M B Vecier 8/8/11
Deputy

880 A

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

FROM: TLMA - Transportation Department

SUBMITTAL DATE: August 31, 2011

SUBJECT: Interstate 15 at Clinton Keith Road Interchange Improvements in the City of Wildomar.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the plans and specifications for the reconstruction of the Clinton Keith Road Interchange at Interstate 15 and associated road improvements in the City of Wildomar.

2. Authorize the Clerk to advertise the Clinton Keith Road Interchange at Interstate 15 project, for bids to be received in the office of the Director of Transportation up to the hour of 2:00 pm, Wednesday, October 19, 2011, at which time bids will be opened.

Juan C. Perez
Director of Transportation

JCP:rr

(Continued On Attached Page)

FINANCIAL DATA	**Current F.Y. Total Cost:**	$ 16,500,000	**In Current Year Budget:**	Yes
	Current F.Y. Net County Cost:	$ 0	**Budget Adjustment:**	No
	Annual Net County Cost:	$ 0	**For Fiscal Year:**	2011/2012

SOURCE OF FUNDS: TUMF- Southwest Zone (WRCOG)(35.4%), Southwest Area R & B Benefit District(35.9%), Developer In-Lieu Funds(1.6%), DIF AP 19 Maj. Imp. Funds- SW Area(18.1%), City of Murrieta(9.0%). There are no General Funds used in this project.

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

FORM APPROVED COUNTY COUNSEL
BY: MARSHA L. VICTOR 8/31/11 DATE

Dep't Recomm.: ☐ Consent ☒ Policy

Per Exec. Ofc.: ☐ Consent ☒ Policy

Prev. Agn. Ref. | **District:** 1 | **Agenda Number:** 3.96

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

BACKGROUND: The Clinton Keith Road Interchange is identified in the County's Transportation Improvement Program and is a very high priority improvement for the Cities of Wildomar and Murrieta and adjacent County areas. The existing Clinton Keith Road/I-15 interchange was constructed in 1979. The interchange, being a significant component of this area's traffic circulation system, serves growing areas in the City of Wildomar as well as the City of Murrieta and the unincorporated areas in Riverside County. It is considered the gateway to the new City of Wildomar. The improvements extend from west of Hidden Springs Road to east of Arya Drive.

Over the past ten years, traffic growth in the areas surrounding the existing interchange has resulted in a substantial increase in congestion at the interchange with I-15. The County has performed several interim improvements over the years to help alleviate congestion, but there is a need to expand the overpass and build ultimate interchange improvements.

The Clinton Keith overcrossing will be widened to accommodate 6 through lanes, dual left turn lanes, and right turn lanes approaching the ramps. The southbound exit ramp will be widened to 4 lanes and all other ramps will be widened to 3 lanes. In addition to the interchange improvements, an auxiliary lane will be added to both southbound and northbound I-15 to accommodate the heavy traffic volume, for a distance of approximately 1,000 feet north and south of the interchange.

Design, right of way and construction costs for this project are being funded entirely by local funding programs. Fee programs participating in funding the improvements to Clinton Keith Road and the interchange at I-15 include the Transportation Uniform Mitigation Fee (TUMF) program, the Southwest Road and Bridge Benefit District (RBBD) Zone A program, and the Development Impact Fee (DIF) program. The City of Murrieta has also provided funds.

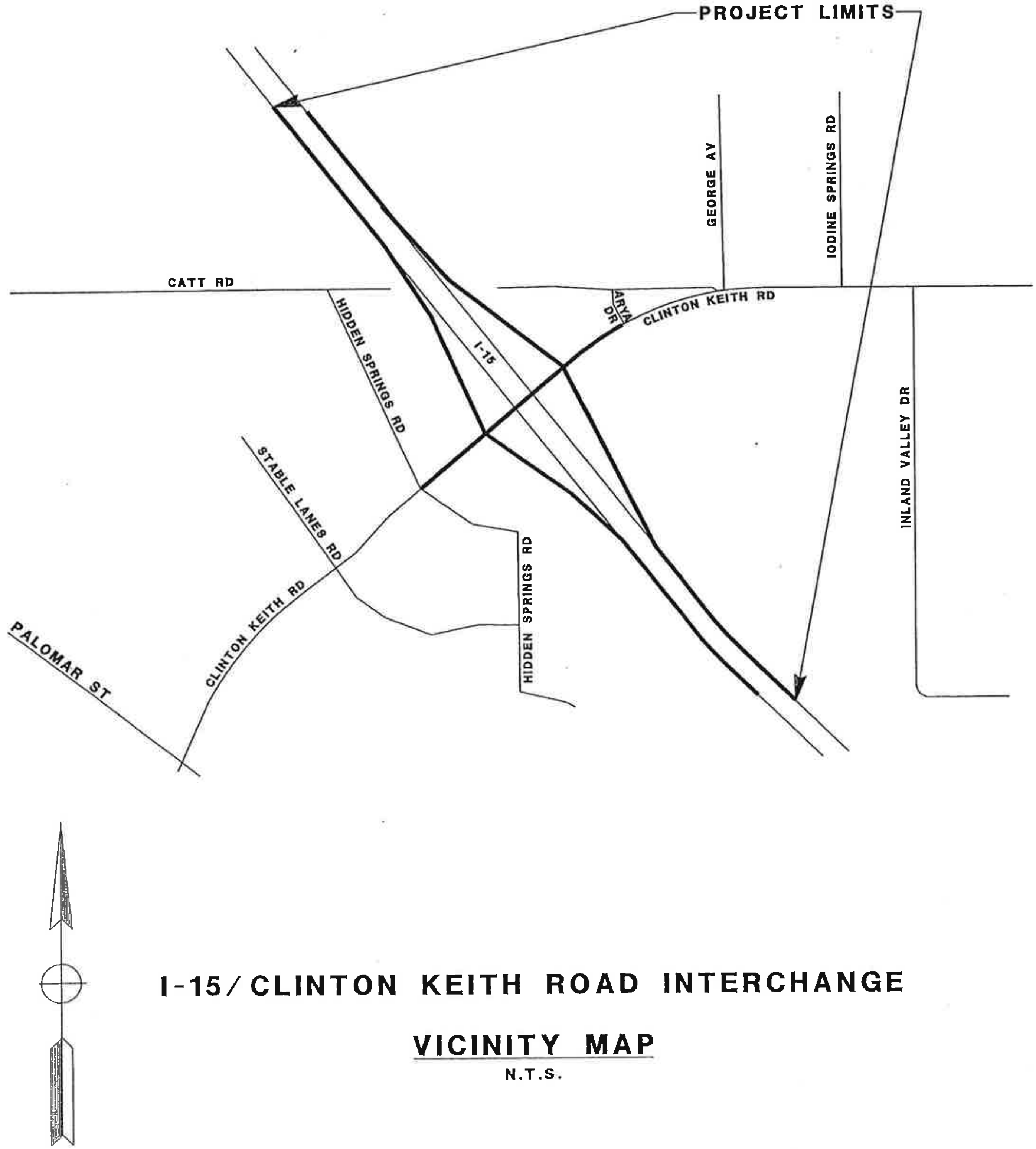
A major funding source for this project is the Southwest Road and Bridge Benefit District. In May 2004 Supervisor Buster proposed, and the Board approved, the establishment of a special "Clinton Keith Road/I-15 Policy Area." This policy area provided for the early collection of RBBD fees at time of map recordation rather than on an individual building permit basis, which has allowed for sufficient funds to be collected on an accelerated basis to defray a major portion of the interchange costs.

Construction is anticipated to start in early 2012.

The submitted plans and specifications have been approved as to form by County Counsel.

Environmental clearance is complete.

Project No: A2-0264



I-15/CLINTON KEITH ROAD INTERCHANGE

VICINITY MAP

N.T.S.

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

867A

FROM: TLMA - Transportation Department

SUBMITTAL DATE: August 31, 2011

SUBJECT: Amendment No. 1 to the Construction Cooperative Agreement between the County of Riverside (COUNTY) and the California State Department of Transportation (CALTRANS) for improvements to the Interstate 215/Van Buren Boulevard Interhange Project.

RECOMMENDED MOTION: That the Board of Supervisors:

1. That the Board approve and execute the attached Amendment No. 1 to the Construction Cooperative Agreement between the COUNTY and CALTRANS, and;
2. Authorize the Chairman to execute the same (Caltrans Agreement No. 08-1471 A/1).

Juan C. Perez
Director of Transportation

JCP:jm:sv
(Continued On Attached 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:**	2011/2012	
SOURCE OF FUNDS: There are no General Funds used in this project.				**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

FORM APPROVED COUNTY COUNSEL
BY: Synthia M. Gunzel 8-29-11
SYNTHIA M. GUNZEL DATE

Dep't Recomm.: ☐ Consent ☒ Policy

Per Exec. Ofc.: ☐ Consent ☒ Policy

Prev. Agn. Ref. 12/7/10, Item 3.39	**District:** 1 & 5	**Agenda Number:** 3.97

Form 11 (Rev 07/2007)

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

BACKGROUND: The proposed project consists of improving the Van Buren Boulevard/I-215 freeway interchange, including replacing and widening the freeway and railroad overcrossing structures, reconfiguration and signalization of the on and off ramps and adding auxiliary lanes on Interstate 215. Landscaping and aesthetic features are planned within the State right-of-way as part of the project.

On December 7, 2010 the Board of Supervisors approved the Caltrans Construction Cooperative agreement, No. 08-1471 which outlines each agency's responsibility for the construction and funding of the improvements to the I-215/Van Buren Boulevard Interchange.

This amendment updates certain provisions within the agreement including: the addition of Federal Demonstration (DEMO) Earmark Funds; the addition of Federal Surface Transportation (STP) funds; advancing Measure A funds in lieu of the Trade Corridor Improvement Funds (TCIF) which are currently unavailable in order to maintain the project schedule; and designating the County as the Legally Responsible Person and Approved Signatory Authority for construction as indicated in the attached Agreement Amendment. The funding has also been reduced to reflect the current Engineers Estimate based on recent trends in the construction industry.

Project No. B70798

Contract No. 11-08-009
Riverside Co. Transportation

08-RIV-215-R32.3/R35.9
EA: 0E520
Federal Funds
District Agreement 08-1471 A/1
Project Number 0800000088

AMENDMENT NO. 1 TO AGREEMENT 1471

THIS AMENDMENT No. 1 (AMENDMENT), entered into and effective on___________________________, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and

County of Riverside, a political subdivision of the State of California, referred to as COUNTY.

RECITALS

1. CALTRANS and COUNTY, collectively referred to as PARTNERS, entered into Agreement No. 08-1471, (AGREEMENT) on December 15, 2010, defining the terms and conditions to reconstruct the Interstate 215 (I-215) and Van Buren Boulevard interchange in the county of Riverside, as well as, the realignment of I-215 due to right of way constraints and adjacent airport clearance requirements, referred to as PROJECT.

2. PARTNERS now seek to add Federal Demonstration (DEMO) Earmark funds for construction capital in the amount of $568,153.

3. PARTNERS now seek to reduce local construction capital funds from $47,750,000 to $36,631,847 and construction support funds from $7,508,000 to $5,500,000 due to updated cost estimates and current construction cost trends.

4. PARTNERS also agree to advance other local public share Federal Surface Transportation Program (STP) funds for construction capital in the amount of $10,000,000.

5. Partners also seek to add local Measure A funds in the amount of $10,000,000 in advance of the Trade Corridor Improvement Funds (TCIF)

6. PARTNERS also now seek to add language for the Legally Responsible Person and the Approved Signatory Authority as mandated by the Construction General Permit.

schedule. To facilitate this, COUNTY will utilize a "Letter of No Prejudice" (LONP) that allows COUNTY to advance these local public share Measure A funds in order to move the I-215 and Van Buren Boulevard interchange forward to initiate the interchange reconstruction project until such unknown future date upon which state bond funds become available and will be used to replenish the public share funds."

5. Article 83 of the AGREEMENT is deleted in its entirety.

6. New Article 107 is hereby added to read as follows:

"107. STATE will administer all federal subvention funds identified on the FUNDING SUMMARY."

7. All other terms and conditions of the AGREEMENT shall remain in full force and effect.

8. This AMENDMENT is deemed to be included and made part of the AGREEMENT.

REVISED FUNDING SUMMARY
Dated: June 7, 2011

Funding Source	Funding Partner	Fund Type	CON Capital	CON Support	Subtotal Support	Subtotal Capital	Subtotal Funds Type
FEDERAL	COUNTY	STP	$10,000,000	$0	$0	$10,000,000	$10,000,000
FEDERAL	COUNTY	DEMO Earmarks	$ 568,153	$0	$0	$ 568,153	$ 568,153
LOCAL	COUNTY	Local Funds	$36,631,847	$5,500,000	$5,500,000	$36,631,847	$42,131,847
		Subtotals by Component	$47,200,000	$5,500,000	$5,500,000	$47,200,000	$52,700,000

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

868A

FROM: TLMA - Transportation Department

SUBMITTAL DATE:
August 31, 2011

SUBJECT: Assignment of and Consent to Assignment of Contracts relating to Joint Community Facilities Agreement (JCFA) for Temecula Public Financing Authority Community Facilities District (CFD) No. 03-02 Roripaugh Ranch

RECOMMENDED MOTION: That the Board of Supervisors:

1) Approve the Assignment of and Consent to Assignment of Contracts by and between Ashby USA, LLC, Roripaugh Valley Restoration, LLC, City of Temecula, Temecula Public Financing Authority, Temecula Community Services District, Riverside County Flood Control and Water Conservation District and County of Riverside; and
2) Authorize the Chairman to execute the same.

Juan C. Perez
Director of Transportation

(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

There are no General Funds used in this project.

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

FORM APPROVED COUNTY COUNSEL
BY: MARSHA L. VICTOR 8/25/11 DATE

Dep't Recomm.: ☐ Consent ☒ Policy

Per Exec. Ofc.: ☐ Consent ☒ Policy

Prev. Agn. Ref. 01/04/05, Item 3.37 | **District:** 3 | **Agenda Number:** 3.98

Form 11 (Rev 07/2007)

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

BACKGROUND: The Roripaugh Ranch development is comprised of Tract Map Nos. 29353-1, 29353-2, and 29353-3 encompassing an approximately 800-acre master-planned community located within the City of Temecula and unincorporated Riverside County (Property). On January 4, 2005, Ashby USA, LLC, Temecula Public Financing Authority, City of Temecula and County of Riverside (County) entered into and executed a JCFA for Street Improvements that enabled Roripaugh Ranch CFD 03-02 to finance the acquisition and construction of certain street and related drainage improvements to be owned and maintained by the County upon acceptance by the County.

In addition, on January 4, 2005, Ashby USA, LLC, Temecula Public Financing Authority, City of Temecula, Riverside County Flood Control and Water Conservation District and County entered into and executed a JCFA for Flood Control Improvements relating to Roripaugh Ranch CFD 03-02.

Ashby USA, LLC (Assignor) is a borrower under a loan agreement dated as of August 29, 2005 that provides for Assignor to use the proceeds of this loan to finance land development and infrastructure construction within the Property. Assignor is in default under the loan agreement and entered into certain Deed-In-Lieu Settlement Agreement with Roripaugh Valley Restoration, LLC (Assignee) to grant Assignee a deed to the Property and to transfer to Assignee all of the other real and personal property including the rights, duties and obligations of the JCFA for Street Improvements and the JCFA for Flood Control Improvements.

County Counsel has reviewed and approved as to form the Assignment of and Consent to Assignment of Contracts.

A companion item appears on the Riverside County Flood Control and Water Conservation District agenda this same date.

Contract No. 11-08-002
Riverside Co. Transportation

ASSIGNMENT OF AND CONSENT TO ASSIGNMENT OF CONTRACTS

This **ASSIGNMENT OF AND CONSENT TO ASSIGNMENT OF CONTRACTS AND CONSENT** ("Assignment") is made as of the ______ day of May, 2011, by and between **ASHBY USA, LLC**, a California limited liability company ("Assignor"), **RORIPAUGH VALLEY RESTORATION, LLC**, a Delaware limited liability company ("Assignee"), and each of the following contract counterparties (each, a "Counterparty," and collectively, the "Counterparties"):

1. **CITY OF TEMECULA**, a municipal corporation;

2. **TEMECULA PUBLIC FINANCING AUTHORITY**, a joint exercise of powers authority;

3. **TEMECULA COMMUNITY SERVICES DISTRICT**, a public agency;

4. **RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT**, a public agency;

5. **COUNTY OF RIVERSIDE**, a political subdivision of the State of California;

RECITALS

WHEREAS, Assignor and each of the Counterparties are parties to the agreement(s) (the "Contracts") set forth under such Counterparty's name on Exhibit A hereto; and

WHEREAS, the Contracts relate to the development and/or operation of a real estate development located in the City of Temecula, Riverside County known as "Roripaugh Ranch," envisioned as an approximately 800-acre master-planned community (the "Property"); and

WHEREAS, Assignor is a borrower under a Loan Agreement dated as of August 29, 2005 that provides for Assignor to use the proceeds of the loan (the "Loan") to finance land development and infrastructure construction within the Property; and

WHEREAS, Assignor is in default under the Loan; and

WHEREAS, Assignor has entered into that certain Deed-In-Lieu Settlement Agreement, dated as of May ___, 2011, pursuant to which Assignor has agreed to grant Assignee a deed to the Property and to transfer to Assignee all of the other real and personal property, including the Contracts, pledged as security for the repayment of the Loans; and

WHEREAS, the terms of the Contracts may require that the Counterparties provide consent to the assignment of the Contracts to Assignee;

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment of Contracts. Assignor hereby sells, assigns, grants, transfers and conveys to Assignee all of Assignor's rights, title, interest and obligations now owned or hereafter acquired in, to, or under the Contracts. This assignment is a present, complete and absolute assignment and is not intended as security of any kind.

2. Acceptance of Assignment and Promise to Perform. Assignee hereby accepts the foregoing grant and assignment from Assignor and agrees to assume and perform all of Assignor's obligations under the Contracts.

3. Consent to Assignment. Each of the Counterparties hereby consents to the foregoing grant and assignment from Assignor to Assignee, insofar as such consent may be required under the specific Contracts to which each Counterparty is a party.

4. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original and all of which together will constitute one instrument.

5. Governing Law. This Assignment shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have executed this Consent as of the date first stated above.

[SIGNATURE PAGES FOLLOW]

ASHBY USA, LLC
a California limited liability company

By: Ashby Development Company, Inc.
a California corporation, its Managing Member

By: ______________________________

Name: Justin K. Ashby
Its: President

RORIPAUGH VALLEY RESTORATION, LLC
a Delaware limited liability company

By: AmT CADC Venture, LLC
a Delaware limited liability company, its Sole Member

By: PMO Loan Acquisition Venture, LLC
a Delaware limited liability company,
its Managing Member

By: Milestone Asset Resolution Company, LLC
a Delaware limited liability company
as Attorney-in-Fact for
PMO Loan Acquisition Venture, LLC

By: ______________________________

Name: ______________________________

Its: ______________________________

ASHBY USA, LLC
a California limited liability company

By: Ashby Development Company, Inc.
a California corporation, its Managing Member

By: ______________________________

Name: Justin K. Ashby
Its: President

RORIPAUGH VALLEY RESTORATION, LLC
a Delaware limited liability company

By: AmT CADC Venture, LLC
a Delaware limited liability company, its Sole Member

By: PMO Loan Acquisition Venture, LLC
a Delaware limited liability company,
its Managing Member

By: Milestone Asset Resolution Company, LLC
a Delaware limited liability company
as Attorney-in-Fact for
PMO Loan Acquisition Venture, LLC

By: ______________________________

Name: R. PATTERSON JACKSON

Its: CEO

IN WITNESS WHEREOF, the Parties hereto have executed this Consent as of the day and year first above written.

COUNTY OF RIVERSIDE

RECOMMENDED FOR APPROVAL:

By: ________________ Date: 8/15/11

Juan C. Perez
Director of Transportation

APPROVED AS TO FORM:

By: ________________ Date: 8/25/11

County Counsel

APPROVAL BY THE COUNTY BOARD OF SUPERVISORS:

By: ________________ Date: ________

Chairman, County Board of Supervisors

ATTEST:

________________ Date: ________

Kecia Harper-Ihem
Clerk of the Board

CITY OF TEMECULA

By: ______________________

Name: Shawn D. Nelson

Its: City Manager

TEMECULA PUBLIC FINANCING AUTHORITY

By: ______________________

Name: Shawn D. Nelson

Its: Executive Director

TEMECULA COMMUNITY SERVICES DISTRICT

By: ______________________

Name: Shawn D. Nelson

Its: General Manager

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

RECOMMENDED FOR APPROVAL

By: ______________________

Name: WARREN D. WILLIAMS

Its: GENERAL MANAGER-CHIEF ENGINEER

FORM APPROVED COUNTY COUNSEL
BY [signature] 8/29/11
DALE A. GARDNER DATE

APPROVAL BY THE DISTRICT BOARD OF SUPERVISORS:

By ______________________________
MARION ASHLEY, Chairman
Riverside County Flood Control and Water Conservation District Board of Supervisors

ATTEST:

KECIA HARPER-IHEM
Clerk of the Board

By______________________________
Deputy

(SEAL)

EXHIBIT A

Contracts with City of Temecula

1. Development Agreement between City of Temecula and Ashby USA, LLC, dated as of December 17, 2002.

2. First Operating Memorandum to the Recorded Development Agreement between City of Temecula and Ashby USA, LLC (Roripaugh Ranch Project), dated as of October 21, 2004.

3. First Amendment to Development Agreement between City of Temecula and Ashby USA, LLC (Roripaugh Ranch Specific Plan), dated as of February 14, 2006.

4. Second Operating Memorandum to the Recorded Development Agreement between City of Temecula and Ashby USA, LLC (Roripaugh Ranch Project), dated as of March 21, 2006.

5. Third Operating Memorandum to the Recorded Development Agreement between City of Temecula and Ashby USA, LLC (Roripaugh Ranch Project), dated as of August 31, 2006.

6. Fourth Operating Memorandum to the Recorded Development Agreement between City of Temecula and Ashby USA, LLC (Roripaugh Ranch Project), dated as of March 6, 2007.

7. Agreement to Defer Completions of Conditions of Approval Until After Recordation Final Map for Tract 29353-2 Roripaugh Ranch Specific Plan between the City of Temecula and Ashby USA, LLC, dated as of September 23, 2003.

8. First Amendment to Agreement to Defer Completion of Conditions of Approval Until after Recordation of Final Map for Tract 29353-2 (Roripaugh Ranch Specific Plan), dated as of June 28, 2005.

9. Joint Community Facilities Agreement (Flood Control Improvements) by and among Riverside County Flood Control and Water Conservation District, County of Riverside, City of Temecula, Temecula Public Financing Authority and Ashby USA, LLC, dated as of November 1, 2004.

10. Joint Community Facilities Agreement (Street Improvements) by and among County of Riverside and City of Temecula and Temecula Public Financing Authority and Ashby USA, LLC, dated as of November 1, 2004.

11. Joint Community Facilities Agreement by and among the Temecula Public Financing Authority and Ashby USA, LLC and Eastern Municipal Water District, dated as of January 1, 2005.

12. Joint Community Facilities Agreement – City Temecula Public Financing Authority Community Facilities District No. 03-02 (Roripaugh Ranch), dated as of January 1, 2005.

13. Joint Community Facilities Agreement – City, Amended and Restated

14. Agreement between the City of Temecula and Ashby USA LLC for the Acquisition of Certain Property for Public Rights of Way in connection with the Roripaugh Ranch Project, dated as of August 23, 2005.

15. Subdivision Improvement Agreement (Recorded Instrument No. 2003-779101).

16. Subdivision Improvement Agreement (Recorded Instrument No. 2003-779102).

17. Subdivision Improvement Agreement (Recorded Instrument No. 2003-779103).

18. Subdivision Improvement Agreement (Recorded Instrument No. 2006-322168).

19. Subdivision Monument Agreement (Recorded Instrument No. 2003-779104).

20. Subdivision Monument Agreement (Recorded Instrument No. 2006-322167).

21. License Agreement Between the City of Temecula and Ashby USA, LLC for Access to Fire Station Property, dated as of December 29, 2004.

22. Amended and Restated Deposit/Reimbursement Agreement by and among the City of Temecula, the Temecula Public Financing Authority for itself and on behalf of the proposed TPFA Community Facilities District No. 03-02 (Roripaugh Ranch), Ashby USA, LLC, and Calloway 220, LLC, dated as of March 29, 2004.

23. Roripaugh Ranch Project Transportation Uniform Mitigation Fee Program Improvement and Credit Agreement by and between the City of Temecula, Ashby USA, LLC, Davidson Roripaugh Ranch 122, LLC, Tanamera/Roripaugh, LLC, Tanamera/Roripaugh II, LLC, Traditions at Roripaugh and Western Riverside County Council of Governments, dated as of February 28, 2006.

24. TUMF Reimbursement Agreement, dated as of March 23, 2006.

Contracts with Temecula Public Financing Authority

1. Joint Community Facilities Agreement (Flood Control Improvements) by and among Riverside County Flood Control and Water Conservation District, County of Riverside, City of Temecula, Temecula Public Financing Authority and Ashby USA, LLC, dated as of November 1, 2004.

2. Joint Community Facilities Agreement (Street Improvements) by and among County of Riverside and City of Temecula and Temecula Public Financing Authority and Ashby USA, LLC, dated as of November 1, 2004.

3. Joint Community Facilities Agreement by and among the Temecula Public Financing Authority and Ashby USA, LLC and Eastern Municipal Water District, dated as of January 1, 2005.

4. Joint Community Facilities Agreement – City Temecula Public Financing Authority Community Facilities District No. 03-02 (Roripaugh Ranch), dated as of January 1, 2005.

5. Joint Community Facilities Agreement – City, Amended and Restated

6. Joint Community Facilities Agreement – TCSD Temecula Public Financing Authority Community Facilities District No. 03-02 (Roripaugh Ranch), dated as of January 1, 2005.

7. Amended and Restated Acquisition Agreement by and between the Temecula Public Financing Authority and Ashby USA, LLC, dated as of July 21, 2009.

8. Fiscal Agent Agreement by and between Temecula Public Financing Authority and U.S. Bank National Association, dated as of March 1, 2006.

9. Fiscal Agent Agreement – Supplemental Agreement #1

10. Continuing Disclosure Agreement by and between Temecula Public Financing Authority and U.S. Bank National Association, as disseminating agent, dated as of March 1, 2006.

11. Amended and Restated Deposit/Reimbursement Agreement by and among the City of Temecula, the Temecula Public Financing Authority for itself and on behalf of the proposed TPFA Community Facilities District No. 03-02 (Roripaugh Ranch), Ashby USA, LLC, and Calloway 220, LLC, dated as of March 29, 2004.

12. Assessment Lien Discharge Escrow Agreement by and between Temecula Public Financing Authority and Ashby USA, LLC, dated as of March 23, 2006.

Contracts with Temecula Community Services District

1. Joint Community Facilities Agreement – TCSD Temecula Public Financing Authority Community Facilities District No. 03-02 (Roripaugh Ranch), dated as of January 1, 2005.

Contracts with Riverside County Flood Control and Water Conservation District

1. Joint Community Facilities Agreement (Flood Control Improvements) by and among Riverside County Flood Control and Water Conservation District, County of Riverside, City of Temecula, Temecula Public Financing Authority and Ashby USA, LLC, dated as of November 1, 2004.

Contracts with County of Riverside

1. Joint Community Facilities Agreement (Flood Control Improvements) by and among Riverside County Flood Control and Water Conservation District, County of Riverside, City of Temecula, Temecula Public Financing Authority and Ashby USA, LLC, dated as of November 1, 2004.

2. Joint Community Facilities Agreement (Street Improvements) by and among County of Riverside and City of Temecula and Temecula Public Financing Authority and Ashby USA, LLC, dated as of November 1, 2004.

869A

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

FROM: TLMA - Transportation Department

SUBMITTAL DATE: August 31, 2011

SUBJECT: Utility Agreement with Eastern Municipal Water District for the Relocation of Water Pipeline Facilities on State Route 79 between Thompson Road and Domenigoni, Winchester area

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the submitted Utility Agreement between the County of Riverside and the Eastern Municipal Water District for the relocation of water pipelines, and;
2. Authorize the Chairman of the Board to execute the agreement on behalf of the County of Riverside.

BACKGROUND: The project to construct State Route 79 (Winchester Road), between Thompson Road and Domenigoni Parkway, will be constructed in two phases. Construction of

Juan C. Perez
Director of Transportation

JCP:sd

(Continued On Attached Page)

FINANCIAL DATA	**Current F.Y. Total Cost:**	$ 1,340,000	**In Current Year Budget:**	Yes
	Current F.Y. Net County Cost:	$ 0	**Budget Adjustment:**	No
	Annual Net County Cost:	$ 0	**For Fiscal Year:**	2011/2012

SOURCE OF FUNDS: 328 "Combined Improvement Fund" (100%)

No General Funds are used in this project.

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

FORM APPROVED COUNTY COUNSEL
BY: MARSHA L. VICTOR 8/29/11 DATE

Policy ☒ Consent ☐ — Dep't Recomm.:

Policy ☒ Consent ☐ — Per Exec. Ofc.:

Prev. Agn. Ref. | **District:** 3 | **Agenda Number:** 3.99

Form 11 (Rev 07/2007)

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

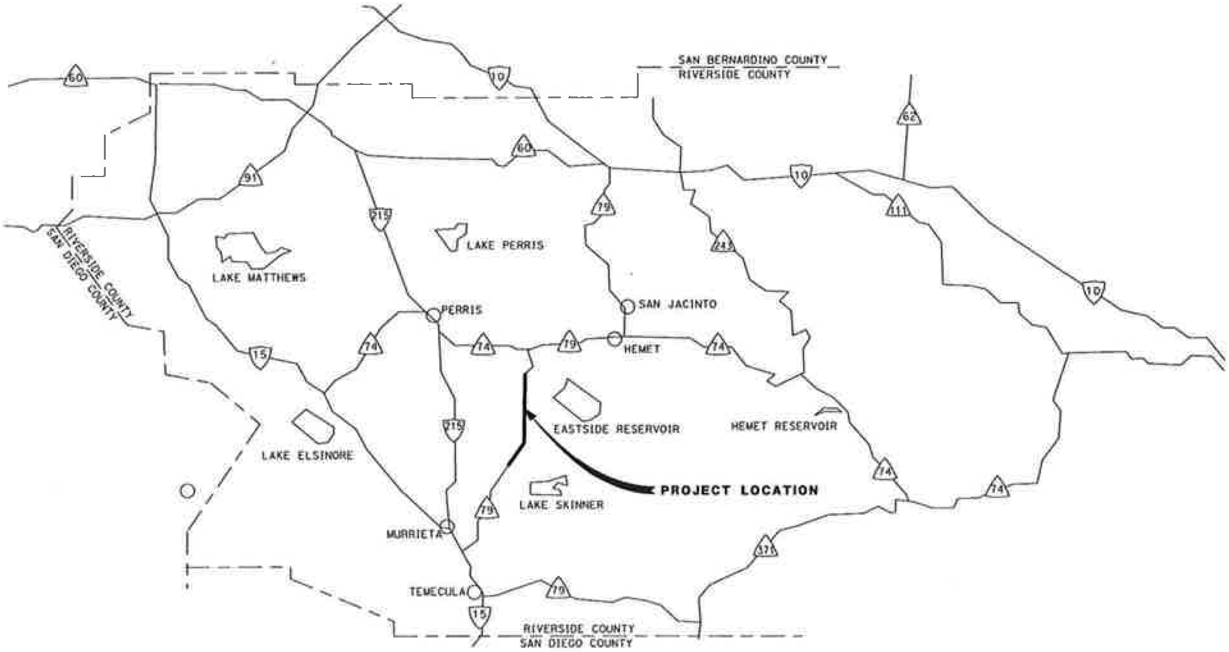
Phase 1, between Scott Road and Domenigoni Parkway, is expected to begin by the end of 2011. Construction of Phase 2, between Thompson Road and Scott Road, is expected to begin during the Spring of 2012.

The submitted agreement provides for the relocation of one 30 inch domestic water pipeline, owned by the Eastern Municipal Water District (EMWD), between Holland Road and Craig Road, within the limits of Phase 1 of the overall project. The work will be performed by EMWD, in accordance with plans prepared by the County's engineer. All costs are to be borne by the County, inasmuch as EMWD has superior property rights.

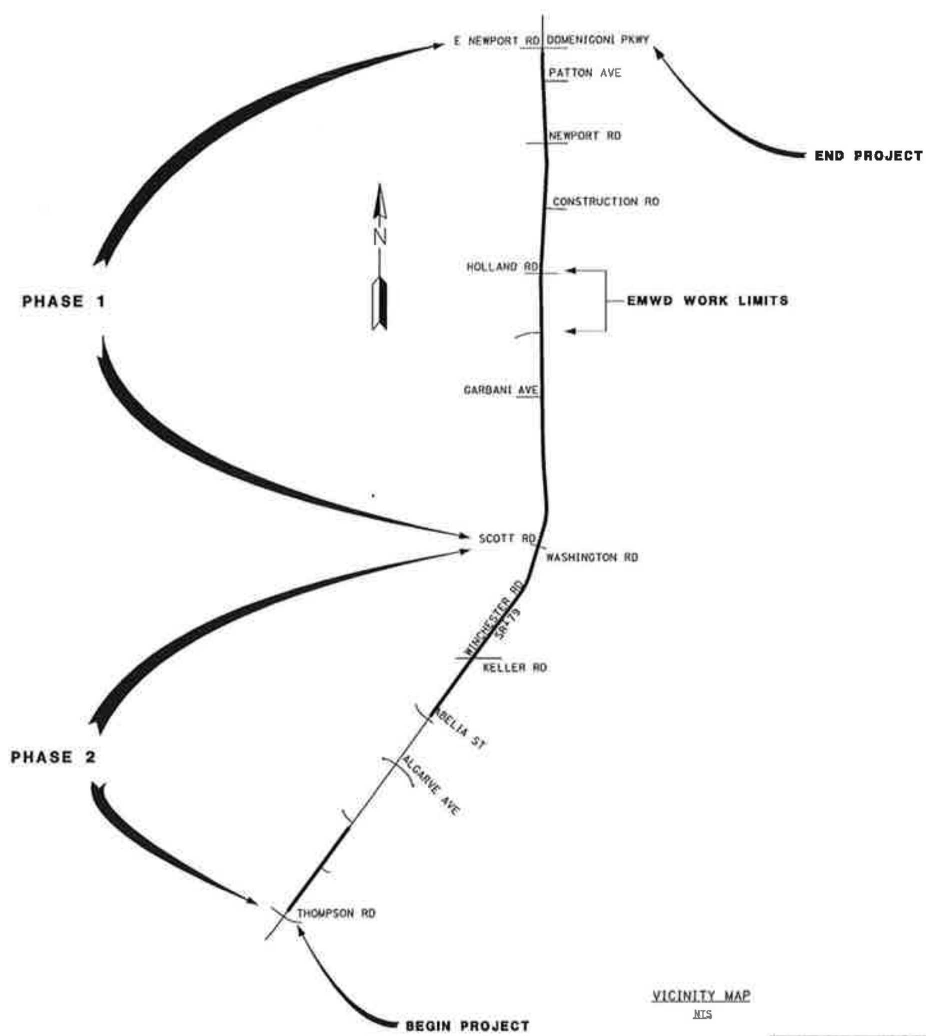
The Transportation Department has prepared the submitted agreement in accordance with State of California requirements, inasmuch as the County is acting as an agent of the State on this project. The agreement is consistent with the project requirements, and has been reviewed and approved by County Counsel.

Execution of "Utility Agreements", using Caltrans' standard language, is required by Caltrans' policy and procedure, as set forth in Chapter 13 of the State of California Right of Way Manual, for utility relocations and protection work for State Highway improvement projects, for those utility related costs that are to be partially or fully funded by the County. The utility agreements set the terms of reimbursements for relocation costs by the County to the utility companies.

Project no. B4-0527



LOCATION MAP
NTS



VICINITY MAP
NTS

SR-79 WIDENING
CALTRANS EA 464600

Contract No. 11-08-005
Riverside Co. Transportation

DISTRICT	COUNTY	ROUTE	POST MILE	EA
08	Riverside	79	R19.7/R25.5	46461

FED. AID NO.	UTILITY OWNER	OWNERS FILE NUMBER
N/A	Eastern Municipal Water District	412686

FEDERAL PARTICIPATION

On the Project ■ Yes ☐ No On the Utilities ☐ Yes ■ No

UTILITY AGREEMENT NO. 21516 DATE: MARCH 18, 2011

The County of Riverside hereinafter called "COUNTY," proposes to construct improvements in the Murrieta area of Riverside County. The planned improvements are to widen Winchester Road (SR79) from two lanes to four lanes from Thompson Road to Domenigoni Parkway, hereinafter referred to as "PROJECT", as a cooperative project between County of Riverside and the State of California Department of Transportation, hereinafter referred to as STATE. COUNTY is the lead agency for the PROJECT and is acting as an agent of the STATE with respect to PROJECT, under the terms of a cooperative agreement between STATE and COUNTY, with oversight provided to COUNTY by STATE.

EASTERN MUNICIPAL WATER DISTRICT

hereinafter called "OWNER," owns and maintains water facilities that are in conflict within the limits of COUNTY's project which require relocation.

To accommodate COUNTY's project, it is hereby mutually agreed that:

I. WORK TO BE DONE:

In accordance with Notice to Owner No. 21516 dated March18, 2011, which is attached and made a part hereof, OWNER shall relocate approximately 2,700'feet of 30" water pipeline and associated equipment. All work shall be performed substantially in accordance with OWNER'S Plan No. 412686 dated February 11, 2011 consisting of seven (7) sheets, a copy of which is on file at COUNTY office at 3525 14th Street, Riverside, CA. 92501. Deviations from the OWNER'S plan described above, initiated by either COUNTY or the OWNER, shall be agreed upon by both parties hereto under a Revised Notice to Owner. Such Revised Notices to Owner, approved by the COUNTY and agreed to / acknowledged by the OWNER, will constitute an approved revision of the OWNER's plan described above and are hereby made a part hereof. No work under said deviation shall commence prior to written execution by the OWNER of the Revised Notice to Owner. Changes in the scope of the work will require an Amendment to this Agreement in addition to the Revised Notice to Owner.

II. LIABILITY FOR WORK:

Existing facilities are located in their present position pursuant to rights superior to those of the COUNTY and will be relocated at 100% COUNTY expense.

III. PERFORMANCE OF WORK:

OWNER agrees to cause the herein described work to be performed by a contract with the lowest qualified bidder, selected pursuant to a valid competitive bidding procedure, and to furnish or cause to be furnished all necessary labor, materials, tools, and equipment required therefore, and to prosecute said work diligently to completion.

Use of out-of-state personnel,(or personnel requiring lodging and meal "per diem" expenses) will not be allowed without prior written authorization by State's representative. Requests for such permission must be contained in OWNER's estimate of actual and necessary relocation costs. Accounting form FA-1301 is to be completed and submitted for all non-State personnel travel per diem. OWNER shall include an explanation why local employee or contract labor is not considered adequate for the relocation work proposed. Per diem expenses shall not exceed the per diem expense amounts allowed under the State's Department of Personnel Administration travel expense guidelines.

Pursuant to Public Works Case No. 2001—059 determination by the California Department of Industrial Relations, dated October 25, 2002, work performed by OWNER's contractor is a public work under the definition of Labor Code Section 1720 (a) and is, therefore, subject to prevailing wage requirements. OWNER shall verify compliance with this requirement in the administration of its contracts referenced above.

IV. PAYMENT FOR WORK:

The COUNTY shall pay its share of the actual and necessary cost of the herein described work within 45 days after receipt of five (5) copies of OWNER's itemized bill, signed by a responsible official of OWNER's organization and prepared on OWNER's letterhead, compiled on the basis of the actual and necessary cost and expense. The OWNER shall maintain records of the actual costs incurred and charged or allocated to the project in accordance with recognized accounting principals.

It is understood and agreed that the COUNTY will not pay for any betterment or increase in capacity of OWNER's facilities in the new location and that OWNER shall give credit to the COUNTY for the accrued depreciation or "used life" of the replaced facilities and for the salvage value of any material or parts salvaged and retained or sold by OWNER.

Not more frequently than once a month, but at least quarterly, OWNER will prepare and submit progress bills for costs incurred not to exceed OWNER's recorded costs as of the billing date less estimated credits applicable to completed work. Payment of progress bills not to exceed the amount of this Agreement may be made under the terms of this Agreement. Payment of progress bill which exceed the amount of this Agreement may be after receipt and approval by COUNTY of documentation supporting the cost increase and after an Amendment to this Agreement has been executed by the parties to this Agreement.

The OWNER shall submit a final bill to the COUNTY within 360 days after the completion of the work described in Section I above. If the COUNTY has not received a final bill within 360 days after notification of completion of OWNER's work described in Section I of this Agreement, and COUNTY has delivered to OWNER fully executed Directors Deeds, Consents to Common Use or Joint Use Agreement as required for Owner's facilities, COUNTY will provide written notification to OWNER of its intent to close its file within 30 days and OWNER hereby acknowledges, to the extent allowed by law, that all remaining costs will be deemed to have been abandoned. If the COUNTY processes a final bill for payment more that 360 days after notification of completion of OWNER's work, payment of the late bill may be subject to allocation and or approval by the California Transportation Commission.

The final billing shall be in the form of an itemized statement of the total costs charged to the project, less the credits provided for in this Agreement, and less any amounts covered by progress billings. However, the COUNTY shall not pay final bills which exceed the estimated costs of this Agreement without documentation of the reason for the increase of said cost from the OWNER and approval of documentation by the COUNTY. Except, if the final bill exceeds the OWNER's estimated costs solely as the result of a revised Notice to Owner as provided for in Section I, a copy of said revised Notice to Owner shall suffice as documentation. In either case, payment of the amount over the estimated cost of this Agreement may be subject to allocation and / or approval by the California Transportation Commission.

In any event if the final bill exceeds 125% of the estimated cost of this Agreement, an Amended Agreement shall be executed by the parties to this Agreement prior to the payment of the OWNER's final bill. Any and all increases in costs that are the direct results of deviations from the work described in Section I of this Agreement shall have the prior concurrence of COUNTY.

Detailed records from which the billing is compiled shall be retained by the OWNER for a period of three (3) years from the date of the final payment and will be available for audit by the COUNTY and / Federal auditors. OWNER agrees to comply with Contract Cost Principals and Procedures as set forth in 48 CFR, Chapter 1, Part 31, et seq, 23 CFR, Chapter 1, Part 645 and / or 18 CFR, Chapter 1, Parts 101, 201, et al. If a subsequent COUNTY and / or Federal audit determines payments to be unallowable, OWNER agrees to reimburse COUNTY upon receipt of the COUNTY's billing.

V. GENERAL CONDITIONS:

All costs accrued by OWNER as a result of COUNTY's request of January 25, 2006 to review, study and/or prepare relocation plans and estimates for the project associated with this Agreement may be billed pursuant to the terms and conditions of this Agreement.

If COUNTY's project which precipitated this Agreement is canceled or modified so as to eliminate the necessity of work by OWNER, COUNTY will notify OWNER in writing and COUNTY reserves the right to terminate this Agreement by Amendment. The Amendment shall provide mutually acceptable terms and conditions for terminating the Agreement.

All obligations of COUNTY under the terms of this Agreement are subject to the passage of the annual Budget Act by the State Legislature and the allocations of those funds by the California Transportation Commission.

COUNTY will acquire new rights of way in the name of either the COUNTY or OWNER through negotiations or condemnation and when acquired in COUNTY's name, shall convey same to OWNER by Director's Easement Deed. COUNTY's liability for such rights of way will be at the proration shown for relocation work involved under this Agreement.

OWNER shall submit a Notice of Completion to COUNTY within thirty (30) days of the completion of the work described herein.

THE ESTIMATED COST TO THE COUNTY FOR ITS SHARE OF THE ABOVE DESCRIBED WORK IS AS FOLLOWS:

Consisting of Design funds:	$ 0.00
Consisting of Construction funds:	$ 0.00
Consisting of Right of Way funds:	$ 1,340,000.
Total	$ 1,340,000.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT as of the day and year written.

COUNTY OF RIVERSIDE:

By ____________________ Date ________

Name Bob Buster

Title Chairman of the Board of Supervisors

EASTERN MUNICIPAL WATER DISTRICT:

By A. Pack 4/21/2011 Date

Name ANTHONY J PACK

Title GENERAL MANAGER

APPROVAL RECOMMENDED:

By [signature] 8/17/11 Date

Name Juan C. Perez

Title Director of Transportation

By ____________________ Date ________

Name ____________________

Title ____________________

FORM APPROVED COUNTY COUNSEL
BY: M L Victor 8/29/11
MARSHA L. VICTOR DATE

Attachment to Utility Agreement no. 21516
EASTERN MUNICIPAL WATER DISTRICT
ENGINEER'S ESTIMATE
ALONG SR-79 FROM CRAIG RD TO HOLLAND RD

4/14/2011

ITEM NO	ITEM DESCRIPTION	UNIT OF MEAS.	ESTIMATED QUANTITY	UNIT PRICE	ITEM TOTAL
1	DUST ABATEMENT	LS	1	$2,000.00	$2,000.00
2	PREPARE SWPPP AND WATER POLLUTION CONTROL	LS	1	$12,000.00	$12,000.00
3	TRAFFIC CONTROL SYSTEM (INCLUDING CONSTRUCTION AREA SIGNS)	LS	1	$5,000.00	$5,000.00
4	CLEARING AND GRUBBING	LS	1	$15,000.00	$15,000.00
5	WATER LINE REMOVAL/ABANDONMENT	LS	1	$30,000.00	$30,000.00
6	WATER MAIN CONNECTION	EA	3	$5,000.00	$15,000.00
7	2" AIR VALVE PER EMWD STD DWG B-367	EA	1	$3,000.00	$3,000.00
8	REMOVE 6" BFV	EA	1	$250.00	$250.00
9	REMOVE 8" BFV	EA	1	$250.00	$250.00
10	REMOVE 12" BFV	EA	2	$300.00	$600.00
11	REMOVE 24" BFV	EA	1	$350.00	$350.00
12	REMOVE 30" BFV	EA	3	$400.00	$1,200.00
13	REMOVE 36" BFV	EA	3	$450.00	$1,350.00
14	REMOVE 30"X12" TEE	EA	1	$200.00	$200.00
15	REMOVE 36"X30" REDUCER	EA	1	$200.00	$200.00
16	REMOVE 30"X24" REDUCER	EA	1	$200.00	$200.00
17	REMOVE 2" WATERLINE	LF	54	$10.00	$540.00
18	REMOVE 8" WATERLINE	LF	62	$20.00	$1,240.00
19	REMOVE 12" WATERLINE	LF	66	$30.00	$1,980.00
20	REMOVE 24" WATERLINE	LF	200	$40.00	$8,000.00
21	REMOVE 30" WATERLINE	LF	40	$40.00	$1,600.00
22	REMOVE 36" STEEL CASING	LF	100	$40.00	$4,000.00
23	REMOVE 6" ACRF METER	EA	2	$500.00	$1,000.00
24	REMOVE EXISTING FIRE HYDRANT OR BLOW OUT	EA	3	$500.00	$1,500.00
25	ABANDON 6" SADDLE OUTLET PER B-271	EA	1	$150.00	$150.00
26	ABANDON 8" SADDLE OUTLET PER B-271	EA	1	$200.00	$200.00
27	FENCE, (TYPE BW 5- STRAIND WITH METAL POST)	LF	2,610	$10.00	$26,100.00
28	6" SADDLE OUTLET PER EMWD STD B-271	EA	5	$500.00	$2,500.00
29	8" SADDLE OUTLET PER EMWD STD B-271	EA	1	$500.00	$500.00
30	6" FIRE HYDRANT PER EMWD STD 362	EA	2	$3,000.00	$6,000.00
31	JACKING PORTAL	EA	2	$1,000.00	$2,000.00

Attachment to Utility Agreement no. 21516
EASTERN MUNICIPAL WATER DISTRICT
ENGINEER'S ESTIMATE
ALONG SR-79 FROM CRAIG RD TO HOLLAND RD

32	TELEMETERY TERMINAL PER EMWD STD B-533 & B-660	EA	2	$2,000.00	$4,000.00
33	MANWAY SEE SHEET 5	EA	3	$1,000.00	$3,000.00
34	BLOW OFF PER EMWD STD B-351	EA	1	$2,500.00	$2,500.00
35	8"x8" TEE	EA	2	$100.00	$200.00
36	36"x36" TEE	EA	1	$300.00	$300.00
37	CONSTRUCT 48" CASING (OPTIONAL NON-METALIC) PER EMWD STD DWG B-575	LF	162	$550.00	$89,100.00
38	2" COPPER WATER SERVICE CONNECTION PER EMWD STD. DWG. NO. B-344	EA	1	$1,500.00	$1,500.00
39	6" DOUBLE CHECK DETECTOR & REDUCED PRESSURE DETECTOR ASSY'S B-657	EA	1	$9,000.00	$9,000.00
40	8" DOUBLE CHECK DETECTOR & REDUCED PRESSURE DETECTOR ASSY'S B-657	EA	2	$10,000.00	$20,000.00
41	2" REDUCED PRESSURE BACKFLOW DEVICE PER EMWD DWG B-597	EA	1	$850.00	$850.00
42	6" GATE VALVE AND VALVE WELL PER EMWD STD. DWG. NO. B-255	EA	5	$1,000.00	$5,000.00
43	8" GATE VALVE AND VALVE WELL PER EMWD STD. DWG. NO. B-255	EA	1	$1,200.00	$1,200.00
44	12" GATE VALVE AND VALVE WELL PER EMWD STD. DWG. NO. B-255	EA	1	$1,750.00	$1,750.00
45	30" GATE VALVE AND VALVE WELL PER EMWD STD. DWG. NO. B-255	EA	3	$5,000.00	$15,000.00
46	36" GATE VALVE AND VALVE WELL PER EMWD STD. DWG. NO. B-255	EA	3	$6,000.00	$18,000.00
47	30" CEMENT MOTOR LINED AND COATED (CML&C) STEEL PIPE	LF	1,696	$280.00	$474,880.00
48	6" WATERLINE	LF	121	$100.00	$12,100.00
49	36" CEMENT MOTOR LINED AND COATED (CML&C) STEEL PIPE	LF	80	$325.00	$26,000.00
50	36" CEMENT MOTOR LINED AND COATED (CML&C) STEEL PIPE (EMWD SUPPLIED)	LF	1,000	$205.00	$205,000.00
51	CATHODIC TEST STATION	EA	3	$3,000.00	$9,000.00
52	30" BLIND FLANGE	EA	2	$300.00	$600.00
53	36" BLIND FLANGE	EA	1	$400.00	$400.00
54	MOBILIZATION (+/-10% OF SUBTOTAL)	LS	1	$104,289.00	$104,289.00

SUBTOTAL	**$1,147,579**
CONTINGENCY 10.0%	**$114,758**
1,000 LF OF 36" CML&C (EMWD Supplied)	**$71,340.00**
TOTAL PROJECT COST	**$1,333,677**
Betterment:	**$0**
Salvage:	**$0**
Depreciation Credit:	**$0**
BUDGET PURPOSE (CALL)	**$1,340,000**

COUNTY OF RIVERSIDE
NOTICE TO OWNER
RW 13-4 (REV 1/2009)

NOTICE TO OWNER

Number 21516

District	County	Route	Post Mile	E.A.
08	Riverside	79	R19.7/R25.5	46461
Federal Aid No.: N/A				
Owners File: 412686				
Date: March 18, 2011		**Freeway:** [ ] Yes [X] No		

To: **Eastern Municipal Water District**
2270 Trumble Road
Perris, CA 92572

Attention: Sia Azimie, Project Manager
(951) 928-3777 Ext 4439

Because of the State Highway construction project: roadway improvements on SR-79 (Winchester Road), widening from Thompson Road to Domenigoni Parkway, in the Murrieta area of Riverside County.

Which affects your facilities: 30" water pipeline and associated equipment located within the projects limits.

You are hereby ordered to: relocate your existing conflicting facilities in accordance with the Owner's attached plan, work order no. 412686, dated February 8, 2011.

Your work schedule shall be as follows: in coordination with the County's construction contract. The relocation is necessary during construction; start date July 1, 2011, The County will contact Owner 2 days prior to construction date.

Notify: Stan Dery, County of Riverside Transportation Department at telephone number (951) 955-6780 72 hours prior to initial start of work, and an additional 24 hours notification for subsequent restart when the work schedule is interrupted.

Liability for the cost of the work is: The existing facilities are located in their present position pursuant to rights superior to those of the COUNTY and will be relocated at 100% COUNTY's expense.

Stan A. Dery

Stan Dery,
Technical Engineering Unit Supervisor

cc: Jerry Arnerich-Caltrans R/W Utility Coordinator
Utility File
Resident Engineer

Attachments

THIS NOTICE DOES NOT CONSTITUTE A PERMIT. OBTAIN AN ENCROACHMENT PERMIT BEFORE STARTING WORK.

8.70A

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

FROM: TLMA - Transportation Department

SUBMITTAL DATE: August 31, 2011

SUBJECT: Construction of traffic signal at the intersection of Ramona Expressway and Lakeview Avenue, Lakeview area.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the plans and specifications for the construction of a traffic signal at the intersection of Ramona Expressway and Lakeview Avenue, Lakeview area.

2. 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, October 5, 2011, at which time bids will be opened.

Juan C. Perez
Director of Transportation

JCP:jrj:sb
(Continued On Attached Page)

FINANCIAL DATA	**Current F.Y. Total Cost:** $ 233,945	**In Current Year Budget:** Yes		
	Current F.Y. Net County Cost: $ 0	**Budget Adjustment:** No		
	Annual Net County Cost: $ 0	**For Fiscal Year:** 2011/2012		

SOURCE OF FUNDS: West County DIF Signal Mitigation Fund (100%)

There are no General Funds used in this project.

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: MARSHA L. VICTOR 8/29/11 DATE

Departmental Concurrence

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

Prev. Agn. Ref. | **District:** 5 | **Agenda Number:** 3.100

Form 11 (Rev 07/2007)

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

BACKGROUND: The Transportation Improvement Program provides for the construction of a traffic signal at the intersection of Ramona Expressway and Lakeview Avenue, in the Lakeview area.

The Development Impact Fee (DIF) program, which is governed under Ordinance 659.6, allows for the use of DIF funds for traffic signal facilities.

This location met traffic signal warrants.

The proposed traffic signal will improve safety by providing protected traffic movements and pedestrian crossings. This project will also provide roadway lighting, striping and signing, roadway widening and drainage improvements at the intersection.

Annual traffic signal operation and maintenance costs are estimated at $5,500 to be funded from gas tax.

The submitted plans and specifications have been approved as to form by County Counsel.

Environmental clearance is complete.

Project Number: C1-0624

VICINITY MAP

RAMONA EXPY AND LAKEVIEW AVE
TRAFFIC SIGNAL

TOWNSHIP 4 SECTION 7 RANGE 2W
2009 THOMAS GUIDE PG 779, A-2