AGENDA
TUESDAY, NOVEMBER 1, 2016
BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE
COUNTY ADMINISTRATIVE CENTER
1st Floor Board Chambers
4080 Lemon Street, Riverside, CA
(Clerk 951-955-1060)
cob@rcbos.org

Kevin Jeffries	John F. Tavaglione	Chuck Washington	John J. Benoit	Marion Ashley
1st District	2nd District	3rd District	4th District Chairman	5th District

9:00 AM

CALL TO ORDER

ROLL CALL

Invocation by Leti Fierro-Garcia, Senior Administrative Analyst, DPSS - Adult Services Division

Pledge of Allegiance to the Flag

Presentations

OPEN COMMENTS

BOARD MEMBERS

MEMORIALS / ADJOURNMENTS

EXECUTIVE OFFICER

STATE BUDGET UPDATE

CLERK OF THE BOARD UPDATE

1 ADMINISTRATIVE ACTION

1.1 **CLERK OF THE BOARD:** Proof of Publication.

1.2 **TLMA-PLANNING:** SUBJECT: SECOND EXTENSION OF TIME for TENTATIVE TRACT MAP NO. 32064 - Applicant: Raymond Ferrari - Fifth Supervisorial District – Nuevo Zoning Area - Lakeview/Nuevo Area Plan: Rural Community: Low Density Residential (RC-LDR) - Location: Northerly of Nuevo Road, southeasterly of Corso Alto Avenue and westerly of Hansen Avenue – 31.4 Gross Acres - Zoning: Residential Agriculture - (R-A) - APPROVED PROJECT DESCRIPTION: Schedule B - to subdivide 31.4 gross acres into 43 single family residential lots with a minimum lot size of 21,784 sq. ft. And One (1) detention basin. REQUEST: SECOND EXTENSION OF TIME REQUEST for TENTATIVE TRACT MAP No. 32064M1, extending the expiration date to May 25, 2017. Deposit Based Fees 100%.

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2 CONSENT CALENDAR

2.1 **SUPERVISOR MARION ASHLEY:** Appointment of Standby Supervisors, Fifth District

2.2 **ASSESSOR-COUNTY-CLERK-RECORDER:** Records Management and Archives Program Annual Report for FY1516

2.3 **AUDITOR CONTROLLER:** Internal Audit Report 2016-309: Riverside County Department of Waste Resources, Follow-up [District: All]; [$0]

2.4 **AUDITOR CONTROLLER:** Internal Audit Report 2016-306: Riverside County Department of Environmental Health, Follow-up, [District: All]; [$0]

2.5 **AUDITOR CONTROLLER:** Internal Audit Report 2016-302: Riverside County Economic Development Agency, Project Management Office, Follow-up, [District: All]; [$0]

2.6 **AUDITOR CONTROLLER:** Internal Audit Report 2016-004: Riverside County Department of Child Support Services, Countywide Purchase Order Process [District: All]; [$0]

2.7 **AUDITOR CONTROLLER:** Internal Audit Report 2016-001: Riverside County Information Technology Department, Countywide Contract Amendments and Competitive Bidding [District: All]; [$0]

2.8 **AUDITOR CONTROLLER:** Internal Audit Report 2016-027: Riverside County Office on Aging, Change of Department Head, [District: All]; [$0]

2.9 **CLERK OF THE BOARD:** Approval of the November 2016 Commemorative List of Presentations

2.10 **COUNTY COUNSEL:** Approval of the Conflict of Interest Code of the San Gorgonio Healthcare District [District 5] [$0]

2.11 **COUNTY COUNSEL:** Approval of the Conflict of Interest Code of the Desert Recreation District [District 4] [$0]

2.12 **EMERGENCY MANAGEMENT DEPARTMENT:** Appointment to the Emergency Medical Care Committee (EMCC) [Districts: All] [Total Cost: N/A]

2.13 **PUBLIC SOCIAL SERVICES:** Fiscal Year 2015/2016 Annual Report from Family Service Association on behalf of the HOPE Collaborative, [All Districts]; [Total Cost $0]

2.14 **TLMA-TRANSPORTATION** Adoption of Resolution (ID # 2215), Resolution No. 2016-194, Summarily Vacating a Portion of the Restricted Abutters' Rights of Access along Tenaja Road in the Tenaja Area. This Vacation is Exempt Pursuant to the California Environmental Quality Act (CEQA). 1st District; [$0]

2.15 **TLMA-TRANSPORTATION** Adoption of Resolution (ID # 1878), Resolution No. 2016-122, Accepting a Portion of Watson Road in the Homeland Area. This Acceptance is Exempt Pursuant to the California Environmental Quality Act (CEQA). 3rd District; [$0]

2.16 **TREASURER-TAX COLLECTOR:** Treasurer's Monthly Statement of County and School Funds

2.17 **TREASURER-TAX COLLECTOR:** Receive and File the Treasurer's Monthly Disclosure Report on Investments dated September 2016.

2.18 **TREASURER-TAX COLLECTOR:** Receive and file the Treasurer's Purchase Detail Report for September 2016.

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3 POLICY CALENDAR

3.1 **BOS DISTRICT 1:** First District Use of Community Improvement Designation (CID) Funds for Smiles for Seniors; Assistance League of Temecula Valley; Big Brothers Big Sisters of OC and the IE; and Approval of Budget Adjustments. [$5,000 – General Fund 100%] (4/5 vote required)

3.2 **BOS DISTRICT 1:** First District use of Community Improvement Designation (CID) Funds for Riverside Educational Enrichment Foundation; Kiwanis Club of Uptown Riverside; CA Veterans of Foreign Wars Motorcycle Club; and Approval of Budget Adjustments. [$3,000 – General Fund 100%] (4/5 vote required)

3.3 **BOS DISTRICT 5:** Fifth District Use of Community Improvement Designation Funds for Saint James Community Food Pantry; Boys Scouts of America--Five Nations; Inland Empire Leadership Hispanic Council; City of Palm Springs; Carol's Kitchen, Inc.; Rotary Club of Menifee Foundation; and Approval of Budget Adjustment. [$23,500 – General Fund 100%] (4/5 vote required)

3.4 **EXECUTIVE OFFICE:** Approval of Agreement for Taxing Entity Compensation for APN 757-062-003 for the County of Riverside Successor Agency Property

3.5 **EXECUTIVE OFFICE:** Letter of Credit Substitution supporting the County of Riverside Asset Leasing Corporation Variable Rate Demand Leasehold Revenue Refunding Bonds, Series 2008A (Southwest Justice Center refunding), All District, [$75,000 - Lease Agreements] (Vote on Separately)

3.6 **RUHS - Public Health and ECONOMIC DEVELOPMENT AGENCY (EDA):** First Amendment to Lease, RUHS-Public Health, Custodial Services, District 1, CEQA Exempt, [$170,709], 100% RUHS - Public Health

3.7 **Sheriff and ECONOMIC DEVELOPMENT AGENCY (EDA):** Larry D. Smith Facility Clinic Project - California Environmental Quality Act Exempt, Approval of Professional Services Agreement for Architectural and Engineering Services with DLR Group, Inc., Professional Services Agreement for Construction Management Services with Tilden Coil, Inc., District 5, [$1,716,402], ECDC Bond Proceeds 100%

3.8 **ECONOMIC DEVELOPMENT AGENCY (EDA):** Vail Ranch Historic Site – Acceptance of Dedication and Approval of Developer Lease, CEQA Exempt, District 3; ($71,000), General Fund Sub-Fund 11183 2%, ($3,516,348) STSA Escrow Account Sub-fund 11103 98%, [Total Cost $3,516,348]

3.9 **Riverside University Health System and ECONOMIC DEVELOPMENT AGENCY (EDA):** Riverside University Health System Emergency Department Modular Swing Space Office – California Environmental Quality Act Exempt, Approval of Project Budget and Approval of Lease Service Agreement with Design Space Modular Buildings, Inc., District 5, [$591,896], RUHS Enterprise Fund 40050 - 100%

3.10 **ECONOMIC DEVELOPMENT AGENCY (EDA):** Approve and execute the Agreement with GI Endurant, LLC for the Southwest Justice Center (SWJC) Cogeneration Plant maintenance without seeking competitive bids for five years. [District 3], [Total Cost $1,366,860], [$273,372 annually]; 100% EDA Energy

3.11 **Sheriff and ECONOMIC DEVELOPMENT AGENCY (EDA):** Larry D. Smith Correctional Facility Housing Unit Retrofit Project - Approval of Notice of Completion for Vincor Construction, Inc., District 5, [$30,500], Capital Improvement Program Fund 100%

3.12 **EMERGENCY MANAGEMENT DEPARTMENT:** The Emergency Medical Care Committee (EMCC) Annual Report. [Districts: All]

3.13 **ENVIRONMENTAL HEALTH:** Adoption of Ordinance 650.6, an Ordinance of the County of Riverside amending Ordinance 650 regarding the discharge of sewage in the unincorporated areas of the County.

3.14 **FIRE DEPARTMENT:** Authorization to accept donation of two (2) NABI Buses from Riverside Transit Agency. [$0] District: All

3.15 **HUMAN RESOURCES:** Approve and execute the Professional Services Agreement for with Aerotek Scientific, LLC for Temporary Staffing Services without seeking competitive bids for two years. [District: All] [Total Cost: $800,000] [Source of Funds: Departmental Budgets (RUHS)]

3.16 **RIVERSIDE COUNTY INFORMATION TECHNOLOGY:** Approve and execute the Agreement with Optiv Security Inc. for a turnkey enterprise Internet content filtering solution implementation and professional services [All Districts]; [$582,243 financed over 3 years, 100% RCIT Operating Budget/ISF]

3.17 **PUBLIC SOCIAL SERVICES:** FROM: Department of Public Social Services Approve the Agreement [#CS-03366] with Oak Grove Institute Foundation Inc., doing business as (dba) Oak Grove Center for Education, Treatment and The Arts for Emancipation and Independent Living Program Services, for five (5) years,[Districts - All]; [$5,188,217 total]; [$1,109,310 annually]; [Federal Funds: 46.59%; Realignment Funds: 53.41%]

3.18 **RUHS-BEHAVIORAL HEALTH:** Recommend Providers for Driving Under the Influence DUI First & Multiple Offender Services (Districts: All) [$0]

3.19 **RUHS-PUBLIC HEALTH:** Approval of Agreement #16-123 between Desert Healthcare District and the County of Riverside Department of Public Health for Supplemental, Nutrition Assistance Program Education, without seeking competitive bids, for the period of October 1, 2016 through September 30, 2019. District: 4. [$339,000] 100% Federal Funds.

3.20 **RUHS-PUBLIC HEALTH:** Approval of Agreement #16-126 between Jurupa Unified School District and the County of Riverside Department of Public Health for Supplemental, Nutrition Assistance Program Education, without seeking competitive bids, for the period of October 1, 2016 through September 30, 2019. District 2. [$66,000] 100% Federal Funds.

3.21 **RUHS-PUBLIC HEALTH:** Approval of Agreement #16-125 between City of Riverside and the County of Riverside Department of Public Health for Supplemental, Nutrition Assistance Program Education, without seeking competitive bids, for the period of October 1, 2016 through September 30, 2019. District: 2. [$1,396,652] 100% Federal Funds.

3.22 **SHERIFF-CORONER-PA:** Adoption of Resolution No. 2016-195, designating the Sheriff's Department Authorized Agents under the FY16 Federal Homeland Security Operation Stonegarden Grant Program (OPSG), as Administered by the California Governor's Office of Emergency Services (Cal-OES) and Authorization to Sign Assurances in Acceptance of the Grant and to Pay Grant Partners, District 4. Total Project Cost $400,000 [$400,000 – Federal Grant Revenue 100%].

3.23 **SHERIFF-CORONER-PA:** Acceptance of FY16 Body-Worn Camera Policy and Implementation Program (BWC PIP) Award from the Bureau of Justice Assistance (BJA), All Districts. Total Project Cost $1,155,800 [$577,900- Federal Grant Revenue 50%, $577,900 Department Budget 50%]

3.24 **SHERIFF-CORONER-PA:** Approval of the One-Year School Resource Officers Agreement with the Palm Springs Unified School District, District Four. [$137,000 - School Services Law Enforcement Revenue 100%]

3.25 **SHERIFF-CORONER-PA:** Approval of the Two-Year School Resource Officers Agreement with the Corona-Norco Unified School District, District Two. [$990,000 - School Services Law Enforcement Revenue 100%]

3.26 **TLMA-TRANSPORTATION:** Approval of the Reimbursement, Indemnity and Defense Agreement for the Cajalco Road Widening Project By and Between the Metropolitan Water District of Southern California and the County of Riverside. 1st District; [$70,000 - Total Cost]; Local Funds 100%

3.27 **TREASURER-TAX COLLECTOR:** Renewal of Annual Delegation of Investment Authority to the County Treasurer; Ordinance Amendment No. 767.20, an Ordinance of the County of Riverside Amending Ordinance No. 767 Renewing the Delegation of Investment Authority to the County Treasurer, Exempt from CEQA

3.28 **TREASURER-TAX COLLECTOR:** Proposed Sale of Tax-Defaulted Land to the Alvord Unified School District by Agreement to Purchase Tax-Defaulted Property Number 4437. District(s) 1. [$0].

3.29 **EXECUTIVE OFFICE:** Agreement By and Between the City of Lake Elsinore and the County of Riverside Relating to LAFCO 2015-07-1 (Annexation 83) and LAFCO 2016-04-1 (Annexation 84); District 1; [$0]

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4 SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY MEETING

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5 PUBLIC FINANCING AUTHORITY MEETING

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6 INDUSTRIAL DEVELOPMENT AUTHORITY MEETING

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7 IN-HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY MEETING

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8 COMMUNITY FACILITIES DISTRICT LEGISLATIVE BODY MEETING

9 PUBLIC HEARINGS

9.1 **TREASURER-TAX COLLECTOR:** Recommendation for Distribution of Excess Proceeds for Tax Sale No. 200, Item 373. Last assessed to: Edward R. Williams, an unmarried man and Melanie M. Reinke, a married woman as her sole and separate property, as joint tenants. District 3 [$54,798]. Fund 65595 Excess Proceeds from Tax Sale.

9.2 **TREASURER-TAX COLLECTOR:** Recommendation for Distribution of Excess Proceeds for Tax Sale No. 200, Item 477. Last assessed to: James Edelman, George Edelman, Paul Edelman, Donald Sparks, Virginia A. Edelman, Ruth Keller and Dorraine Schermerhorn. District 4 [$0].

9.3 **TREASURER-TAX COLLECTOR:** Recommendation for Distribution of Excess Proceeds for Tax Sale No. 200, Item 519. Last assessed to: Timothy R. Millen and Tracie L. Millen, husband and wife as joint tenants. District 5 [$9,265]. Fund 65595 Excess Proceeds from Tax Sale.

9.4 **TREASURER-TAX COLLECTOR:** Recommendation for Distribution of Excess Proceeds for Tax Sale No. 203, Item 88. Last assessed to: Estela Mata, a single woman. District 1 [$25,234]. Fund 65595 Excess Proceeds from Tax Sale.

9.5 **TREASURER-TAX COLLECTOR:** Recommendation for Distribution of Excess Proceeds for Tax Sale No. 203, Item 110. Last assessed to: Abundio Balderrama, a single man, as sole proprietor. District 1 [$0].

9.6 **TREASURER-TAX COLLECTOR:** Recommendation for Distribution of Excess Proceeds for Tax Sale No. 203, Item 132. Last assessed to: Bobbie Jim Lessley, an unmarried man. District 5 [$0].

9.7 **TREASURER-TAX COLLECTOR:** Recommendation for Distribution of Excess Proceeds for Tax Sale No. 203, Item 142. Last assessed to: L & D Properties, Inc. District 1 [$3,504]. Fund 65595 Excess Proceeds from Tax Sale.

9.8 **TREASURER-TAX COLLECTOR:** Recommendation for Distribution of Excess Proceeds for Tax Sale No. 203, Item 176. Last assessed to: Bobby Jim Lessley, an unmarried man. District 5 [$0].

9.9 **TREASURER-TAX COLLECTOR:** Recommendation for Distribution of Excess Proceeds for Tax Sale No. 203, Item 246. Last assessed to: Carl E. Bartlett, a single man. District 1 [$109,969]. Fund 65595 Excess Proceeds from Tax Sale.

9.10 **TREASURER-TAX COLLECTOR:** Recommendation for Distribution of Excess Proceeds for Tax Sale No. 203, Item 247. Last assessed to: Suzanne M. Hawley, a married woman as her sole and separate property. District 1 [$81,577]. Fund 65595 Excess Proceeds from Tax Sale.

9.11 **TREASURER-TAX COLLECTOR:** Recommendation for Distribution of Excess Proceeds for Tax Sale No. 203, Item 264. Last assessed to: Erich D. Bachmann and Mona Z. Bachmann, husband and wife as joint tenants, as to an undivided 44.444% interest; and John D. Carter and Alice P. Carter Co-Trustees of the John D. Carter and Alice P. Carter Trust, Under Declaration of Trust dated April 23, 2008 as to an undivided 55.556% interest. District 5 [$30,970]. Fund 65595 Excess Proceeds from Tax Sale.

9.12 **TREASURER-TAX COLLECTOR:** Recommendation for Distribution of Excess Proceeds for Tax Sale No. 203, Item 342. Last assessed to: Timothy N. Tomson, an unmarried man. District 3 [$117,112]. Fund 65595 Excess Proceeds from Tax Sale.

9.13 **TREASURER-TAX COLLECTOR:** Recommendation for Distribution of Excess Proceeds for Tax Sale No. 203, Item 357. Last assessed to: Mary C. Callahan, a single woman. District 3 [$49,373]. Fund 65595 Excess Proceeds from Tax Sale.

9.14 **TREASURER-TAX COLLECTOR:** Recommendation for Distribution of Excess Proceeds for Tax Sale No. 203, Item 434. Last assessed to: William A. Mc Andrews, Trustee of the William A. Mc Andrews Separate Property Trust dated 11/17/06. District 3 [$36,890]. Fund 65595 Excess Proceeds from Tax Sale.

9.15 **TREASURER-TAX COLLECTOR:** Recommendation for Distribution of Excess Proceeds for Tax Sale No. 203, Item 546. Last assessed to: Brandon Sampson & Danna Sampson, husband and wife as joint tenants. District 4 [$53,240]. Fund 65595 Excess Proceeds from Tax Sale.

9.16 **TREASURER-TAX COLLECTOR:** Recommendation for Distribution of Excess Proceeds for Tax Sale No. 203, Item 603. Last assessed to: Harriet J. Piercy, Trustee of the Harriet J. Piercy Separate Property Trust dated March 20, 2006. District 4 [$12,824]. Fund 65595 Excess Proceeds from Tax Sale.

9.17 **TREASURER-TAX COLLECTOR:** Recommendation for Distribution of Excess Proceeds for Tax Sale No. 203, Item 622. Last assessed to: Antonia Soto. District 4 [$31,872]. Fund 65595 Excess Proceeds from Tax Sale.

9.18 **TREASURER-TAX COLLECTOR:** Recommendation for Distribution of Excess Proceeds for Tax Sale No. 203, Item 626. Last assessed to: Power Finance Associates, Inc., a California Corporation. District 4 [$7,721]. Fund 65595 Excess Proceeds from Tax Sale.

9.19 **TREASURER-TAX COLLECTOR:** Recommendation for Distribution of Excess Proceeds for Tax Sale No. 203, Item 634. Last assessed to: Kathie A. Byron, Executrix of the Estate of W.R. Byron. District 4 [$19,842]. Fund 65595 Excess Proceeds from Tax Sale.

9.20 **TREASURER-TAX COLLECTOR:** Recommendation for Distribution of Excess Proceeds for Tax Sale No. 203, Item 650. Last assessed to: Melvin M. Hoffman, a married man as his sole and separate property. District 1 [$19,532]. Fund 65595 Excess Proceeds from Tax Sale.

9.21 **TREASURER-TAX COLLECTOR:** Recommendation for Distribution of Excess Proceeds for Tax Sale No. 204, Item 26. Last assessed to: Fernando C. Formeloza and Elizabeth F. Formeloza, husband and wife, as joint tenants w/ROS. District 4 [$414]. Fund 65595 Excess Proceeds from Tax Sale.

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10 HOUSING AUTHORITY MEETING

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11 FLOOD CONTROL AND WATER CONSERVATION DISTRICT MEETING

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12 COUNTY BOARD AND WASTE RESOURCES MANAGEMENT DISTRICT MEETING

C. COUNTY

D. DISTRICT

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13 COUNTY BOARD AND REGIONAL PARK AND OPEN SPACE DISTRICT MEETING

C. COUNTY

D. DISTRICT

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14 RIVERSIDE COMMUNITY HOUSING CORP.

PUBLIC COMMENT

In accordance with Board Policy A-2, section 14, the Chair requests that all present refrain from any action that might disrupt the orderly course of the meeting. Coarse, crude, profane, or vulgar language, or unsolicited comments from the audience, which disrupts or disturbs the Board meeting, may result in exclusion from the meeting. Board members are not allowed to take formal action on items not on the published agenda. As a result, immediate response to public comments may be limited.

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15 10:30 A.M. GENERAL PLAN AMENDMENT INITIATION PROCEEDINGS

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16 10:30 A.M. PUBLIC HEARINGS

CONCURRENT EXECUTIVE SESSION-COUNTY OF RIVERSIDE, SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY, REGIONAL PARK AND OPEN SPACE DISTRICT, FLOOD CONTROL AND WATER CONSERVATION DISTRICT, WASTE RESOURCES MANAGEMENT DISTRICT, HOUSING AUTHORITY, RIVERSIDE COMMUNITY HOUSING CORP., IN-HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY AND COMMUNITY FACILITIES DISTRICTS

A WITH RESPECT TO EVERY ITEM OF BUSINESS TO BE DISCUSSED IN CLOSED SESSION PURSUANT TO GOVERNMENT CODE SECTION 54956.9:CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION (SUBDIVISION (D)(1) OF GOVERNMENT CODE SECTION 54946.9)

A.1 **COUNTY COUNSEL:** A.1 Calvary Chapel Bible Fellowship v. County of Riverside (Case No. RIC1601720)

A.2 **COUNTY COUNSEL:** A.2 Calvary Chapel Bible Fellowship v. County of Riverside (Case No. 5:16-cv-00259)

A.3 **COUNTY COUNSEL:** A.3 Quinton Gray, et al. v. County of Riverside (USDC Case No. EDCV 13-0444 VAP (OPx))

B CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION (D)(2) OF GOVERNMENT CODE SECTION 54956.9

B.1 **COUNTY COUNSEL:** B.1 One potential case

C CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION (D)(4) OF GOVERNMENT CODE SECTION 54956.9

C.1 **COUNTY COUNSEL:** C.1 One potential case

D WITH RESPECT TO EVERY ITEM OF BUSINESS TO BE DISCUSSED IN CLOSED SESSION PURSUANT TO GOVERNMENT CODE SECTION 54957.6:

D.1 **COUNTY COUNSEL:** D.1 Conference with labor negotiator: Agency Negotiator – Michael T. Stock Employee organizations – Management/Confidential, Unrepresented, RCDDAA, RSA, SEIU, LIUNA, UDW and LEMU

RECESS TO LUNCH

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17 ACTION ITEMS

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

Item **1.1**

SUBMITTAL DATE:
October 25, 2016

FROM : CLERK OF THE BOARD:

SUBJECT: Proof of Publication.

RECOMMENDED MOTION: That the Board of Supervisors:
1. Find and Determine that Ordinances were duly published.

BACKGROUND:
Summary
N/A

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	$0	$0	$0	$0
NET COUNTY COST	$0	$0	$0	$0
SOURCE OF FUNDS: N/A			Budget Adjustment: No	
			For Fiscal Year: N/A	

C.E.O. RECOMMENDATION: [N/A]

MINUTES OF THE BOARD OF SUPERVISORS

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

Item **1.2**

SUBMITTAL DATE:
October 19, 2016

FROM : TLMA-PLANNING:

SUBJECT: SUBJECT: SECOND EXTENSION OF TIME for TENTATIVE TRACT MAP NO. 32064 - Applicant: Raymond Ferrari - Fifth Supervisorial District – Nuevo Zoning Area - Lakeview/Nuevo Area Plan: Rural Community: Low Density Residential (RC-LDR) - Location: Northerly of Nuevo Road, southeasterly of Corso Alto Avenue and westerly of Hansen Avenue – 31.4 Gross Acres - Zoning:

RECOMMENDED MOTION: The Planning Department recommends that the Board of Supervisors:

RECEIVE AND FILE the Planning Commission Notice of Decision for the above referenced case acted on by the Planning Commission on August 3, 2016. The Tentative Tract Map No. 32064 will now expire on May 25, 2017.

Consent

Steven Weiss
Steven Weiss, Director 10/19/2016

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	$ N/A	$ N/A	$ N/A	$ N/A
NET COUNTY COST	$ N/A	$ N/A	$ N/A	$ N/A

SOURCE OF FUNDS: Deposit based funds

Budget Adjustment: N/A

For Fiscal Year: N/A

C.E.O. RECOMMENDATION: Approve

BACKGROUND:
Summary

The Tentative Tract Map was originally approved by the Planning Commission on May 25, 2005. A minor change to Tentative Tract Map No. 32064 was approved at Planning Commission on July 12, 2006. In the minor change to the tract a reduction from 48 lots to 43 lots occurred and the size of the lots increased from 20,000 sq. ft. to 21,784 sq. ft.; plus one detention basin. This action allowed for the construction of septic systems and the removal requiring sewer

facilities. The first extension of time was approved by the Planning Commission on November 4, 2009.

The County Planning Department, as part of the review for this Extension of Time request recommend the addition of six (6) new conditions of approval in order to be able to make a determination that the project does not adversely affect the general health, safety and welfare of the public.

The applicant was informed of these recommended conditions and has agreed to accept them.

The Tentative Tract Map also benefited from Senate Bill No. 1185 (SB1185), Assembly Bill No. 333 (AB333), Assembly Bill No. 208 (AB208), and Assembly Bill No. 116 (AB116), which granted statutory extensions of time for tentative maps statewide.

The Planning Commission heard the second extension of time for Tentative Tract Map No. 32064 on August 3, 2016. The Planning Commission approved the project by a 4-0 vote (Commissioner Hake absent).

Board Action

The Planning Commission's decision is final and no action by the Board of Supervisors is required unless the applicant or an interested person files a complete appeal application within 10 days of this notice appearing on the Board's agenda.

Impact on Citizens and Businesses

The impacts of this project have been evaluated through the environmental review and public hearing process by the Planning Department and the Planning Commission.

ATTACHMENTS:

A. PLANNING COMMISSION MINUTES
B. PLANNING COMMISSION STAFF REPORT

RIVERSIDE COUNTY
PLANNING DEPARTMENT

PLANNING COMMISSION
MINUTE ORDER
AUGUST 3, 2016

I. AGENDA ITEM 1.4

SECOND EXTENSION OF TIME for TENTATIVE TRACT MAP NO. 32064M1 – Applicant: Raymond Ferrari – Fifth Supervisorial District – Nuevo Zoning Area – Lakeview/Nuevo Area Plan: Rural Community: Low Density Residential (RC-LDR) – Location: Northerly of Nuevo Road, southeasterly of Corso Alto Avenue and westerly of Hansen Avenue – 31.4 Gross acres – Zoning: Residential Agriculture – (R-A) – Approved Project Description: Schedule B – to subdivide 31.4 gross acres into 43 single family residential lots, with a minimum lot size of 21,784 sq. ft. and one detention basin.

II. PROJECT DESCRIPTION:

Second Extension of Time Request for Tentative Tract Map No. 32064M1, extending the expiration date to May 25th, 2017.

III. PLANNING COMMISSION ACTION:

Motion by Commissioner Valdivia, 2nd by Commissioner Sanchez
A vote of 4-0 (Commissioner Hake absent)

APPROVED SECOND EXTENSION OF TIME for Tentative Tract Map No. 32064M1.

CD The entire discussion of this agenda item can be found on CD. For a copy of the CD, please contact Mary Stark, TLMA Commission Secretary, at (951) 955-7436 or email at mcstark@rctlma.org.

Attachment: A. Planning Commission Minutes - 2nd EOT TR32064M1 (2746 : 2nd EOT TR32064M1)

Agenda Item No. 1.4
Area Plan: Lakeview/Nuevo
Zoning Area: Nuevo
Supervisorial District: Fifth
Project Planner: Tim Wheeler
Planning Commission Hearing: August 3, 2016

TENTATIVE TRACT MAP NO. 32064 MINOR CHANGE NO. 1
SECOND EXTENSION OF TIME
Applicant: Ray Ferrari

Steve Weiss, AICP
Planning Director

COUNTY OF RIVERSIDE PLANNING DEPARTMENT
EXTENSION OF TIME STAFF REPORT

The applicant of the subject case has requested an extension of time to allow for the recordation of the final map to subdivide 31.4 gross acres into 43 single family residential lots with a minimum size of 21,784 sq. ft. and one detention basin.

Unless specifically requested by the applicant, this request will not be discussed at the time it is presented to the Planning Commission as a consent calendar item.

CEQA: The subject case has conformed to the requirements of the California Environmental Quality Act, and all impacts have been analyzed in order to protect the public health, safety and welfare. No new environmental documentation is required prior to the extension of time.

GENERAL PLAN: Unless otherwise noted, the subject case had been determined to be consistent with the General Plan and all of its elements.

REQUEST:

SECOND EXTENSION OF TIME REQUEST FOR TENTATIVE TRACT MAP NO. 32064 MINOR CHANGE NO. 1

BACKGROUND:

The tentative Tract Map was originally approved by the Planning Commission on May 25, 2005. A minor change to Tentative Tract Map 32064 was approved at Planning Commission on July 12, 2006. In the minor change to the tract a reduction from 48 lots to 43 lots occurred and the size of the lots increased from 20,000 sq. ft. to 21,784 sq. ft.; plus one detention basin. This action allowed for the construction of septic systems and the removal requiring sewer facilities. The first extension of time was approved by the Planning Commission on November 4, 2009.

The County Planning Department, as part of the review for this Extension of Time request recommend the addition of six (6) new conditions of approval in order to be able to make a

Attachment: B. Planning Commission Staff Report - 2nd EOT TR32064M1 (2746 : 2nd EOT TR32064M1)

determination that the project does not adversely affect the general health, safety and welfare of the public.

The applicant was informed of these recommended conditions and has agreed to accept them. Included in this staff report package are the recommended conditions of approval, and the correspondence from the applicant (dated June 5, 2016) indicating the acceptance of the six (6) recommended conditions.

FURTHER PLANNING CONSIDERATIONS:

EFFECT OF Senate Bill No. 1185 (SB1185): On July 15, 2008, AB208 was signed into law, which grants a one-time extension of existing subdivision maps so developers can build immediately when the demand for housing goes up. It gives developers an automatic 12 month extension on previously approved subdivision maps set to expire between July 15, 2008 and January 1, 2011.

EFFECT OF Assembly Bill No. 333 (AB333): On July 15, 2009, AB333 was signed into law, which grants a one-time extension of existing subdivision maps so developers can build immediately when the demand for housing goes up. It gives developers an automatic 24 month extension on previously approved subdivision maps set to expire between July 15, 2009 and January 1, 2012.

EFFECT OF Assembly Bill No. 208 (AB208): On July 13, 2011, AB208 was signed into law, which grants a one-time extension of existing subdivision maps so developers can build immediately when the demand for housing goes up. It gives developers an automatic 24 month extension on previously approved subdivision maps set to expire between July 13, 2011 and January 1, 2014.

EFFECT OF Assembly Bill No. 116 (AB116): On July 11, 2013, AB116 was signed into law, which grants a one-time extension of existing subdivision maps so developers can build immediately when the demand for housing goes up. It gives developers an automatic 24 month extension on previously approved subdivision maps set to expire between January 1, 2000 and July 11, 2013.

Therefore, upon an approval action by the Planning Commission, subsequent receive and file action by the Board of Supervisors, and the conclusion of the 10-day appeal period, the tentative map's expiration date will become May 25, 2017. If a final map has not been recorded prior this date, a third extension of time request must be filed 180 days prior to map expiration.

RECOMMENDATION:

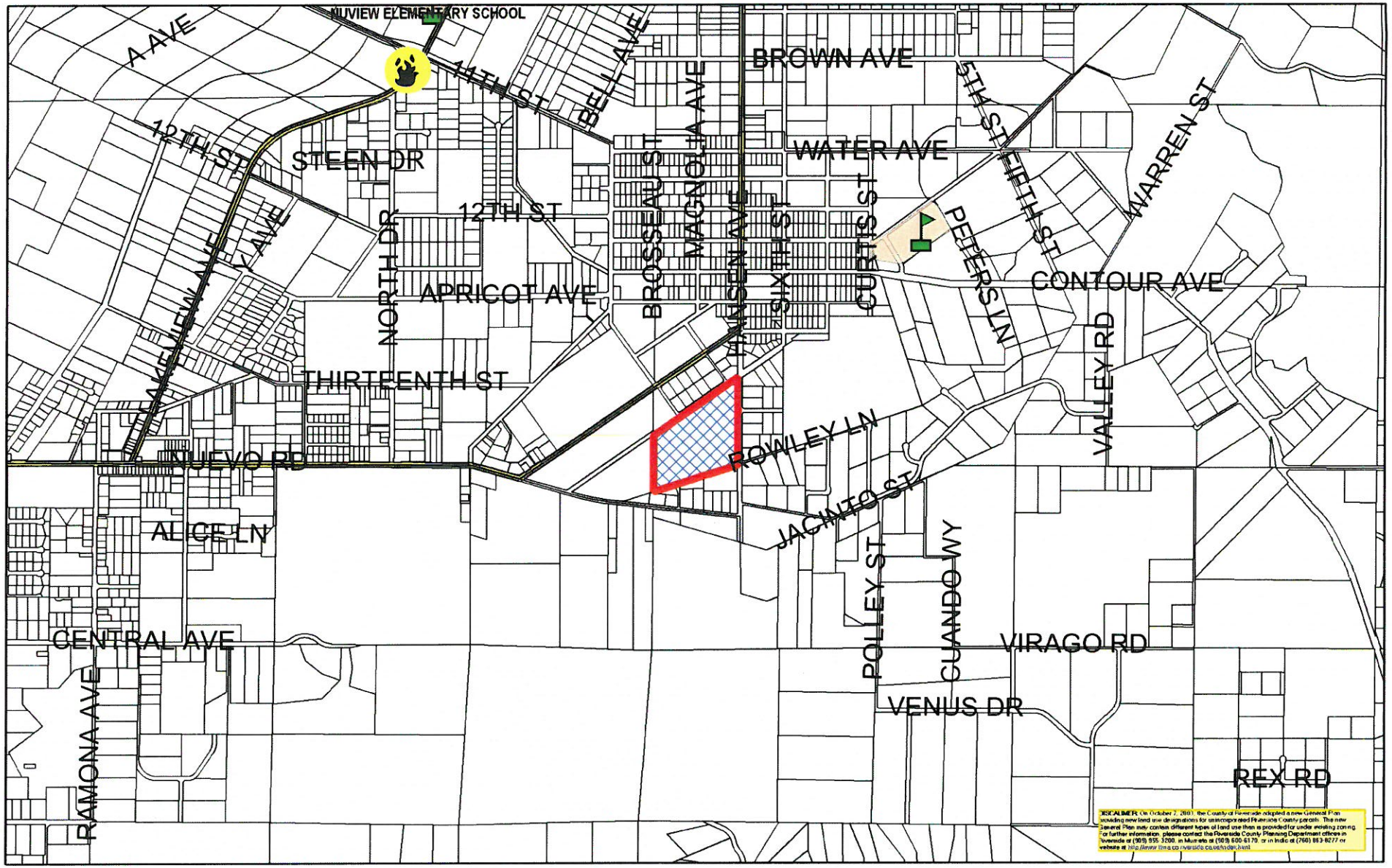
APPROVAL of the SECOND EXTENSION OF TIME REQUEST for TENTATIVE TRACT MAP NO. 32064 MINOR CHANGE NO. 1, extending the expiration date and to reflect SB1185, AB333, AB208, and AB116 benefits to May 25, 2017, subject to all the previously approved and/or amended Conditions of Approval with the applicant's consent.

Attachment: B. Planning Commission Staff Report - 2nd EOT TR32064M1 (2746 : 2nd EOT TR32064M1)

Supervisor Ashley
District 5
DATE DRAWN: 5/5/05

TR32064
VICINITY MAP

Planner: Adam Rush
Date: 5/25/05
Exhibit 5



DISCLAIMER: On October 7, 2003, the County of Riverside adopted a new General Plan including new land use designations for unincorporated Riverside County parcels. The new General Plan may contain different types of land use than is provided for under existing zoning. For further information, please contact the Riverside County Planning Department offices in Riverside at (909) 955-3200, in Murrieta at (909) 600-6170, or in Indio at (760) 863-8277 or website at http://www.tlma.co.riverside.ca.us/tlma/gpa.html

RIVERSIDE COUNTY PLANNING DEPARTMENT

Zone District: **Nuevo**

Township/Range: **T4SR2W**
Section : **20 & 29**

0 1,150 2,300 4,600 6,900 Feet

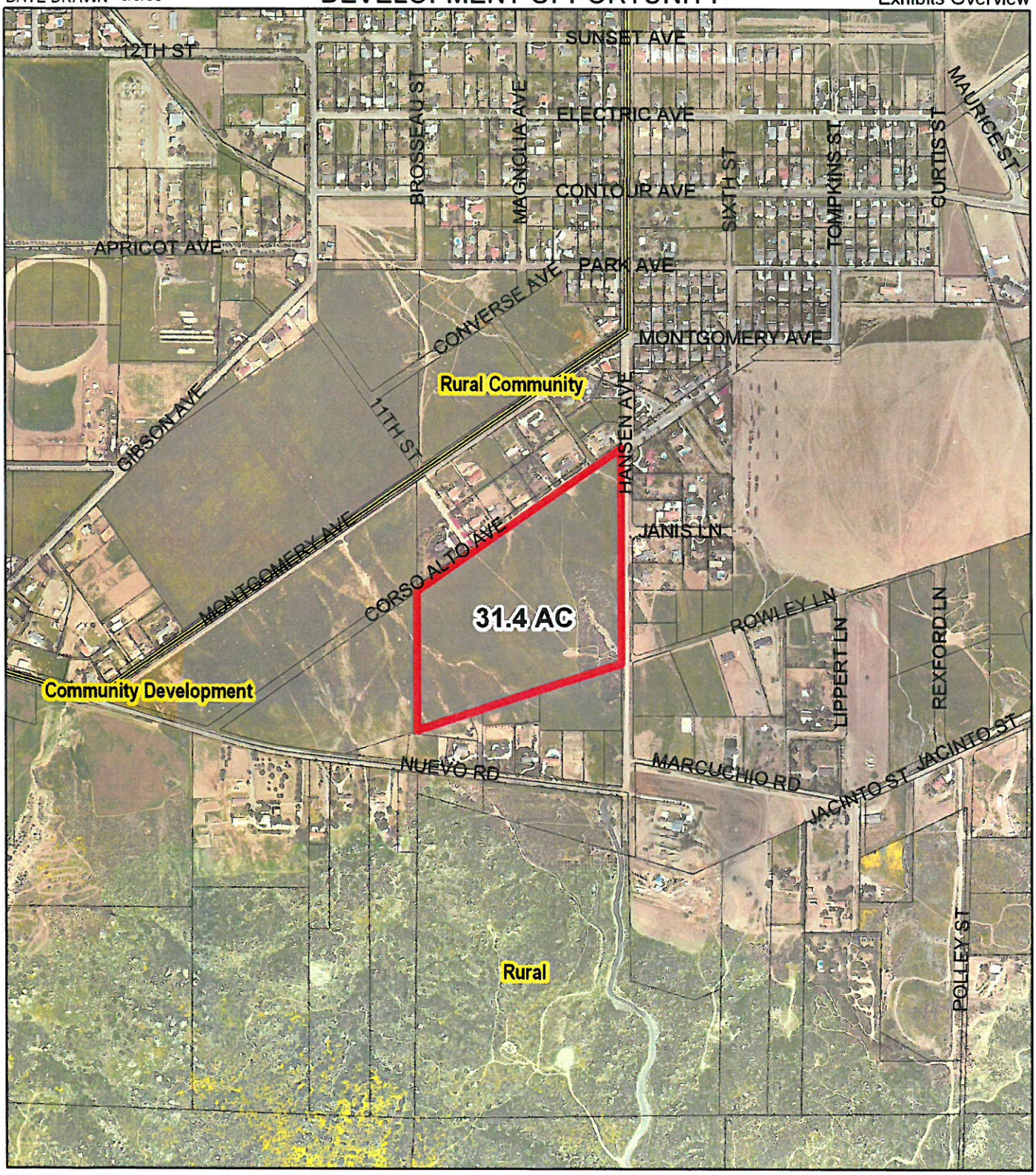
ASSESSORS BK. PG. **427-13**

THOMAS BROS.PG **779 A7**

Supervisor Ashley
District 5
DATE DRAWN 5/5/05

TR32064
DEVELOPMENT OPPORTUNITY

Planner: Adam Rush
Date: 5/25/05
Exhibits Overview



RIVERSIDE COUNTY PLANNING DEPARTMENT

Area Plan: **Nuevo**
Township/Range: **T4SR2W**
SECTION: **20 & 29**

N
W E
S

0 430 860 1,720 2,580
Feet

ASSESSORS BK. PG. **427-13**
THOMAS BROS.PG **779 A7**

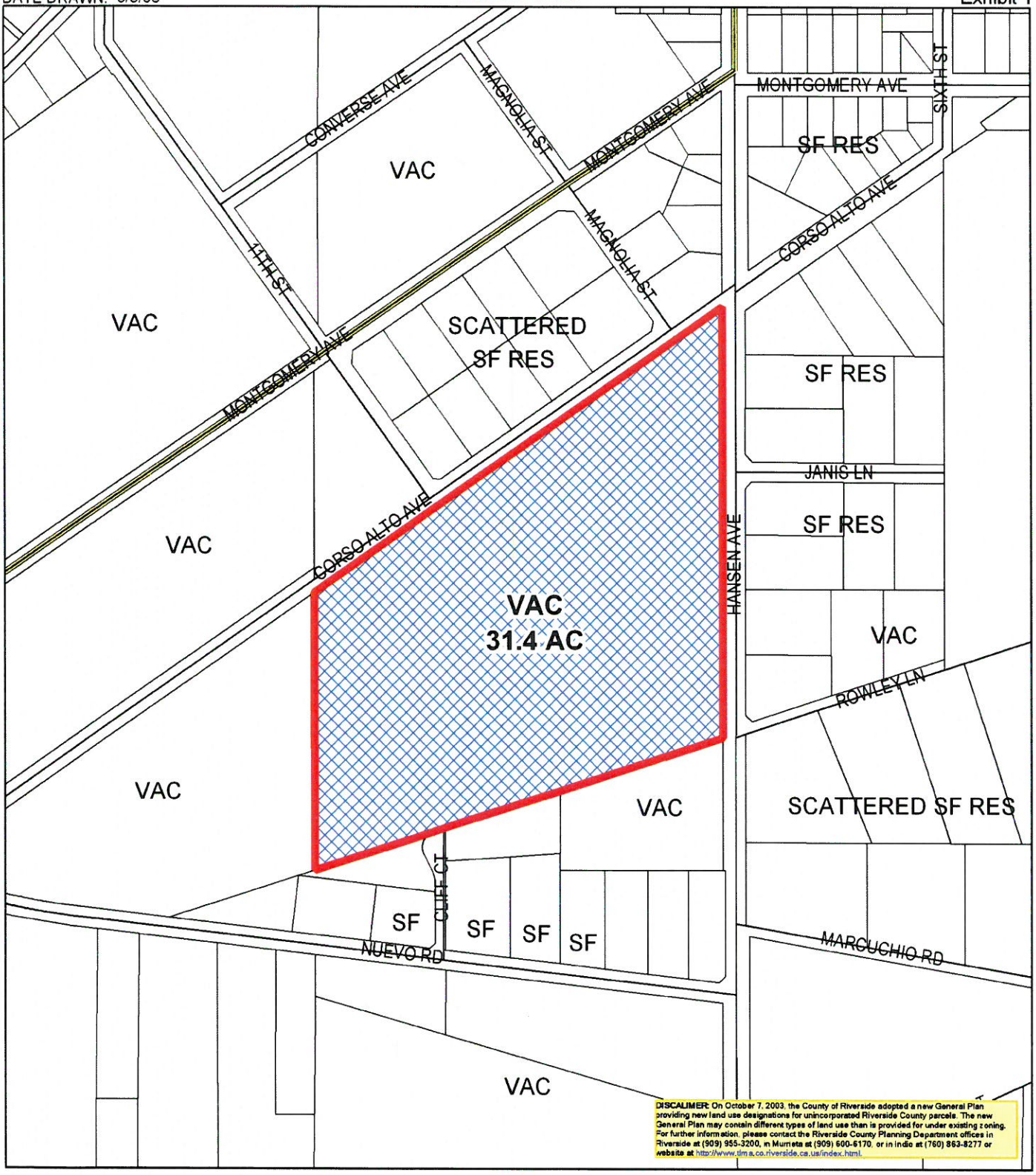
Attachment: B. Planning Commission Staff Report - 2nd EOT TR32064M1 (2746 : 2nd EOT TR32064M1)

Supervisor Ashley
District 5

TR32064
Land Use

Planner: Adam Rush
Date: 5/5/05
Exhibit 1

DATE DRAWN: 5/5/05



RIVERSIDE COUNTY PLANNING DEPARTMENT

Zone District: Nuevo

Township/Range: T4SR2W
Section : 20 & 29

N W E S

0 210 420 840 1,260 Feet

ASSESSORS BK. PG. 427-13

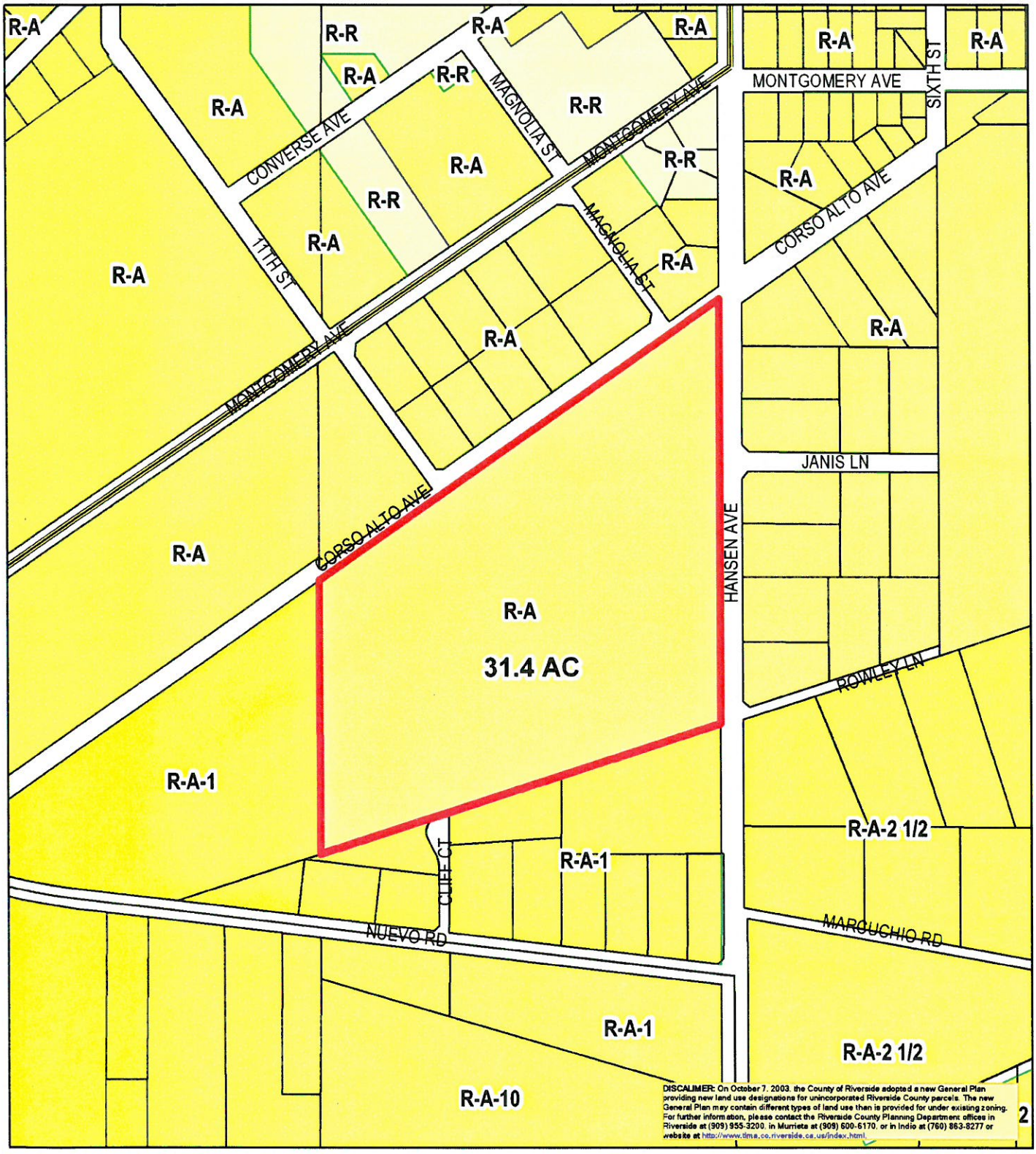
THOMAS BROS.PG 779 A7

Attachment: B. Planning Commission Staff Report - 2nd EOT TR32064M1 (2746 : 2nd EOT TR32064M1)

Supervisor Ashley
District 5
DATE DRAWN: 5/5/05

TR32064
EXISTING ZONING

Planner: Adam Rush
Date: 5/25/05
Exhibit 3



RIVERSIDE COUNTY PLANNING DEPARTMENT

Zone District: **Nuevo**
Township/Range: **T4SR2W**
Section : **20 & 29**

N W E S

0 210 420 840 1,260 Feet

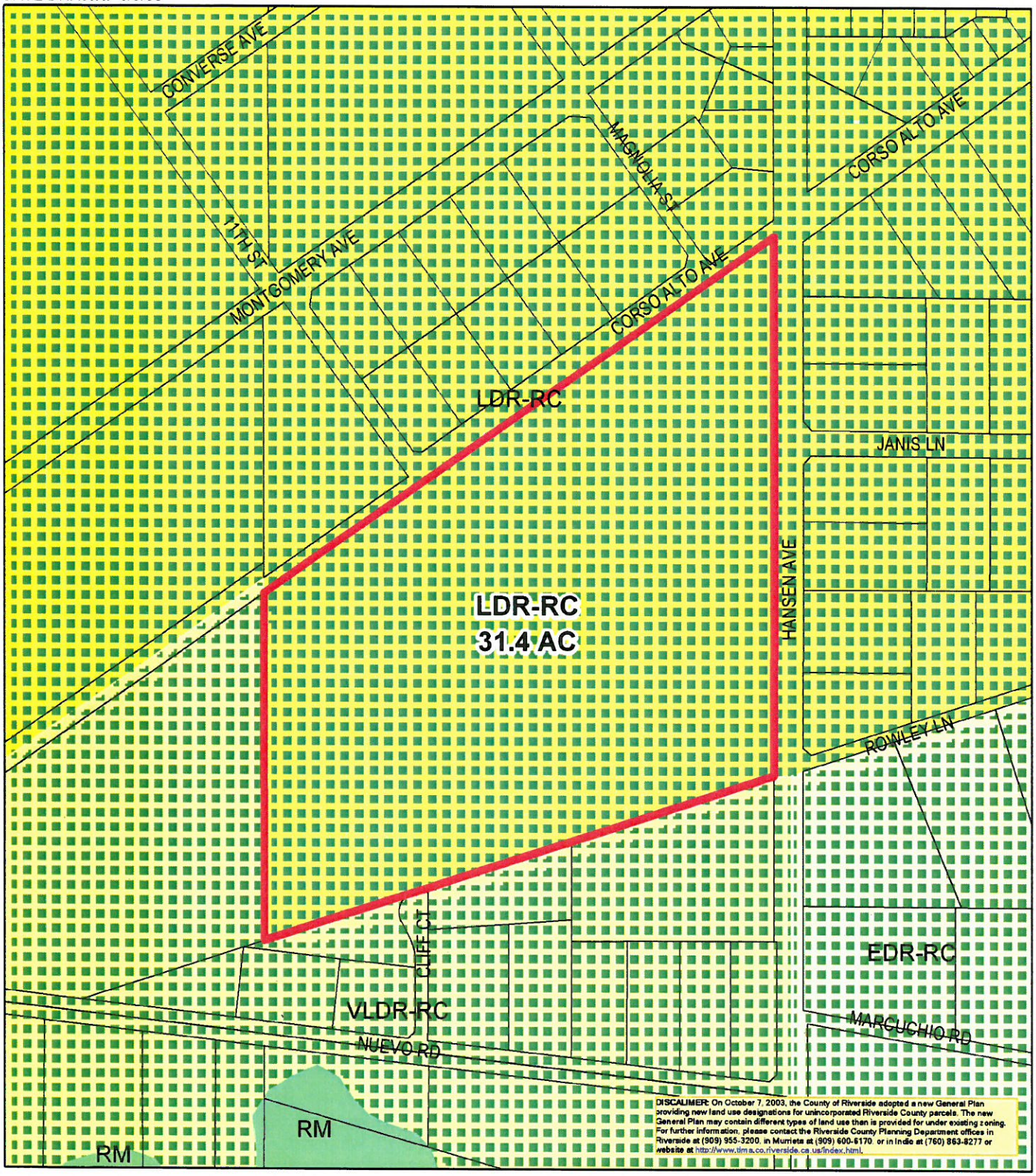
ASSESSORS BK. PG. **427-13**
THOMAS BROS.PG **779 A7**

Attachment: B. Planning Commission Staff Report - 2nd EOT TR32064M1 (2746 : 2nd EOT TR32064M1)

Supervisor Ashley
District 5
DATE DRAWN: 5/5/05

TR32064
General Plan

Planner: Adam Rush
Date: 5/25/05
Exhibit 5



RIVERSIDE COUNTY PLANNING DEPARTMENT

Zone District: Nuevo

Township/Range: T4SR2W
Section : 20 & 29

N
W E
S

0 150 300 600 900
Feet

ASSESSORS BK. PG. 427-13

THOMAS BROS.PG 779 A7

Attachment: B. Planning Commission Staff Report - 2nd EOT TR32064M1 (2746 : 2nd EOT TR32064M1)

LOT/PAD TABLE

LOT #	LOT (S.F.)	PAD (S.F.)	LOT #	LOT (S.F.)	PAD (S.F.)
1	21,783	13,570	23	22,418	16,743
2	21,778	20,716	24	22,458	21,037
3	21,834	19,952	25	24,021	21,817
4	23,267	18,230	26	25,726	18,413
5	21,786	18,135	27	32,103	18,219
6	21,843	19,487	28	24,172	14,821
7	21,844	19,786	29	21,780	17,169
8	23,088	20,834	30	28,405	21,911
9	23,342	18,568	31	21,803	18,170
10	25,276	20,264	32	21,880	18,787
11	21,780	18,139	33	21,880	18,104
12	21,827	14,454	34	26,579	17,195
13	21,786	18,186	35	21,786	17,311
14	21,851	17,819	36	22,015	21,171
15	21,788	22,500	37	21,866	18,956
16	23,886	14,162	38	23,367	21,877
17	21,778	18,437	39	28,686	20,312
18	21,818	14,213	40	21,944	14,140
19	21,887	13,920	41	21,813	16,257
20	22,106	11,793	42	22,033	14,940
21	30,462	18,776	43	31,783	14,110
22	21,819	17,348			



CROSS SECTION "B-B" - LOT 27

N.T.S.



VICINITY MAP

GENERAL NOTES

1. EXISTING GENERAL PLAN DESIGNATION: LDR-RC (2 DU/AC) (NOT IN SPECIFIC PLAN)
2. EXISTING ZONING: R-A
3. EXISTING LAND USE: VACANT
4. EXISTING SURROUNDING LAND USE: RESIDENTIAL AND VACANT
5. PROPOSED ZONING: R-A (20,000 S.F. MIN. LOT SIZE)
6. PROPOSED LAND USE: SINGLE FAMILY RESIDENTIAL.
7. TOTAL NUMBER OF LOTS: 43 RESIDENTIAL AND 1 DET. BASIN
8. PROJECT ACREAGE: 31.4 AC. GROSS, 29.5 AC. NET
9. PROJECT DENSITY: 1.4 DU/AC GROSS, 1.5 DU/AC NET
10. THOMAS BROS. MAP: 2004 SAN BERNARDINO AND RIVERSIDE COUNTIES PAGE 779 B-7
11. THIS MAP INCLUDES THE ENTIRE CONTIGUOUS OWNERSHIP OF THE LAND DIVIDER.
12. UTILITY PURVEYORS:
    WATER: EASTERN MUNICIPAL WATER DISTRICT
    SEWER: SEPTIC
    GAS: SOUTHERN CALIFORNIA GAS COMPANY
    ELECTRIC: SOUTHERN CALIFORNIA EDISON
    TELEPHONE: VERIZON
    CABLE: ADELPHIA
    STORM DRAIN: RCFCD, COUNTY OF RIVERSIDE
13. SCHOOL DISTRICT: NUVIEW UNION SCHOOL DISTRICT AND PERRIS UNION HIGH SCHOOL DISTRICT.
14. THERE ARE NO EXISTING DWELLINGS, BUILDINGS OR OTHER STRUCTURES ON THE PROPERTY. REMNANT BUILDINGS WILL BE REMOVED.
15. TOPOGRAPHY IS COMPILED FROM PHOTOGRAPHY BY ROBERT J. LUNG & ASSOCIATES DATED 2/11/04, CONTROLLED BY MAYERS AND ASSOCIATES.
16. ALL STREETS ARE TO BE DEDICATED TO THE COUNTY OF RIVERSIDE.
17. AVERAGE RESIDENTIAL LOT SIZE: 23,933 S.F.
18. MINIMUM LOT SIZE: 21,780 S.F.
19. PROPOSED IMPROVEMENT SCHEDULE "B".
20. ALL SLOPES ARE 2:1 EXCEPT WHERE NOTED ON PLANS.
21. FEMA FLOOD ZONE "C". NO AREAS OF FLOOD HAZARD, INUNDATION OR OVERFLOW WITHIN THIS TENTATIVE TRACT MAP BOUNDARY.
22. INDIVIDUAL HOMEOWNERS WILL BE RESPONSIBLE FOR SLOPE MAINTENANCE ON THEIR LOT EXCEPT WHERE NOTED.
23. THERE ARE NO OPEN CHANNELS ON THE PROPERTY.
24. THERE ARE NO KNOWN WELLS EXISTING WITHIN THE PROJECT BOUNDARIES. WELLS ARE LIKELY TO EXIST ON SURROUNDING PROPERTIES.
25. THE PROJECT IS LOCATED WITHIN A COUNTY SERVICE AREA 146 & 152.
26. HOMES PROPOSED WILL BE SINGLE AND 2-STORY WITH A MAXIMUM HEIGHT OF 35'.
27. FINAL DRAINAGE DESIGN WILL COMPLY WITH NPDES SUPPLEMENT "A" REQUIREMENTS
28. LAND IS NOT SUBJECT TO LIQUEFACTION, OTHER GEOLOGICAL HAZARD OR WITHIN A SPECIAL STUDY ZONE BASED ON A PRELIMINARY REPORT PREPARED BY LEIGHTON & ASSOC. DATED FEBRUARY 23, 2004.
29. LOT 44 AND DRAINAGE EASEMENTS ON PROJECT'S SOUTH BOUNDARY TO BE MAINTAINED BY R.C.F.C.D. OR COUNTY TRANSPORTATION.
30. THIS PROJECT IS LOCATED WITH IN SAN JACINTO VALLEY WATERSHED AND DOES NOT REQUIRE A COUNTY WATER QUALITY MANAGEMENT PLAN.
31. THE PRIMARY SEWERAGE DISPOSAL SYSTEM AND ITS 100% EXPANSION AREA SHOWING PROPOSED CUTS AND/OR FILLS WILL BE SHOWN ON FINAL ENGINEERING PLANS.

LEGAL DESCRIPTION

BLOCK 10 AND PORTIONS OF LOTS 2, 3, 4 AND 5 IN BLOCK 11 OF SIERRA VISTA ORANGE LANDS, AS SHOWN BY MAP RECORDED IN BOOK 8, PAGE 12, OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

EASEMENTS

EASEMENTS SHOWN HEREON ARE LISTED AS EXCEPTIONS TO COVERAGE IN THE FOLLOWING CHICAGO TITLE PRELIMINARY REPORTS:
ORDER NO.: 32035512-K26
DATED: SEPTEMBER 30, 2003

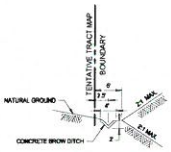
○ DENOTES ITEM PLOTTED HEREON.

ITEMS LISTED AS EXCEPTIONS IN SCHEDULE B OF PTR ORDER NO. 32035512-K26

(4) AN EASEMENT FOR THE PURPOSE OF PUBLIC STREETS DEDICATED ON A MAP OF SIERRA VISTA ORANGE LANDS RECORDED IN BOOK 8, PAGE 12. AFFECTS: CORSO ALTO AND HANSEN AVENUE.

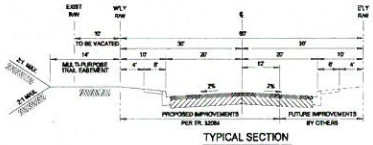
5. AN EASEMENT FOR ROAD PURPOSES GRANTED TO THE COUNTY OF RIVERSIDE, RECORDED APRIL 4, 1908 IN BOOK 263, PAGE 115 AS INSTRUMENT NO.10 OF DEEDS. AFFECTS HANSEN AVENUE.

(6) AN EASEMENT FOR POLELINE PURPOSES GRANTED TO SOUTHERN SIERRAS POWER COMPANY, A CORPORATION, RECORDED DECEMBER 28, 1933 IN BOOK 150 PAGE 52 AS INSTRUMENT NO. 1672, OFFICIAL RECORDS.



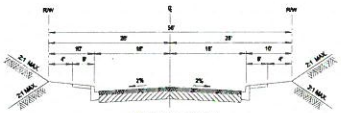
SECTION 'A-A'

N.T.S.



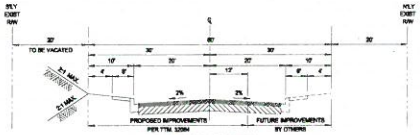
TYPICAL SECTION
HANSEN AVE.

N.T.S.



TYPICAL SECTION
STREETS 'A-F'

N.T.S.



TYPICAL SECTION
CORSO ALTO AVE.

N.T.S.

LEGEND

TENTATIVE MAP BOUNDARY. . . . . — — — —
BEGIN/END VERTICAL CURVE. . . . . ○ ○
POINT OF INTERSECTION. . . . . PI
FINISHED SURFACE. . . . . FS
CENTERLINE RADIUS. . . . . CLR=300'
STREET CENTERLINE ELEVATION. 580
STREET GRADE. 2%
LOT NUMBER. 48
PAD ELEVATION. . . . . P=631.0
FIRST AND LAST RESIDENTIAL LOT NUMBER. . . . ○
EXISTING WATERLINE. . . . . —W—
EXISTING STORM DRAIN. . . . . —SD—
PROPOSED WATERLINE. . . . . —W—
PROPOSED STORM DRAIN. . . . . —SD—
PROPOSED SEWER AND MANHOLES. . . . . —S—○
CROSS GUTTER. . . . . ⋙
EXISTING LOT NUMBER. . . . . PARCEL 4
SLOPE (2:1 MAX) . . . . . ▽▽▽

ENGINEER/CONTACT PERSON

THIS MAP WAS PREPARED UNDER THE DIRECTION OF DRU J. MAYERS, A REGISTERED CIVIL ENGINEER IN THE STATE OF CALIFORNIA.

DRU J. MAYERS — DATE
RCE 38474, EXPIRES 3/31/07

CONTACT PERSON: DAVID JEFFERS, A.I.C.P.

APPLICANT/OWNER/DEVELOPER

TANDIS HOMES
26447 RANCHO PARKWAY SOUTH
LAKE FOREST, CA. 92630
PHONE. (949) 305-3422
CONTACT: MR. MOHAMMAD KASHANI

ASSESSOR'S PARCEL NUMBER

427-130-008

DATE OF MAP

JANUARY 19, 2006

DATE	BY	REVISIONS
10-10-06	HMc	REVISED EXHIBIT FOR MIN. LOT SIZE OF 21,780 S.F. FOR SEPTIC USE ON EACH LOT.
		ALL STREET ALIGNMENTS REMAIN THE SAME.

EA: 39434
(REVISED)
TENTATIVE TRACT MAP NO.

32064

IN THE COUNTY OF RIVERSIDE, CALIFORNIA

DAVID JEFFERS CONSULTING INC
19 SPECTRUM POINTE DRIVE, SUITE 609
LAKE FOREST, CA 92630
(949) 586-5778, FAX (949) 586-5527

JOB NO. 142-087

Extension of Time
Environmental Determination

Project Case Number: TR32064M1

Original E.A. Number: EA39434

Extension of Time No.: Second

Original Approval Date: May 25, 2005

Project Location: North of Nuevo Road, Southeast of Corso Alto Avenue and West of Hansen Avenue

Project Description: Schedule B - to subdivide 31.4 gross acres into 43 single family residential lots, with a minimum lot size of 21,784 sq. ft. and one detention basin.

On May 25, 2005, this Tentative Tract Map and its original environmental assessment/environmental impact report was reviewed to determine: 1) whether any significant or potentially significant changes in the original proposal have occurred; 2) whether its environmental conditions or circumstances affecting the proposed development have changed. As a result of this evaluation, the following determination has been made:

☐	I find that although the proposed project could have a significant effect on the environment, NO NEW ENVIRONMENTAL DOCUMENTATION IS REQUIRED PRIOR TO APPROVAL OF THE EXTENSION OF TIME, because all potentially significant effects (a) have been adequately analyzed in an earlier EIR or Negative Declaration pursuant to applicable legal standards and (b) have been avoided or mitigated pursuant to that earlier EIR or Negative Declaration and the project's original conditions of approval.
☒	I find that although the proposed project could have a significant effect on the environment, and there are one or more potentially significant environmental changes or other changes to the circumstances under which the project is undertaken, NO NEW ENVIRONMENTAL DOCUMENTATION IS REQUIRED PRIOR TO APPROVAL OF THE EXTENSION OF TIME, because all potentially significant effects (a) have been adequately analyzed in an earlier EIR or Negative Declaration pursuant to applicable legal standards and (b) have been avoided or mitigated pursuant to that earlier EIR or Negative Declaration and revisions to the project's original conditions of approval which have been made and agreed to by the project proponent.
☐	I find that there are one or more potentially significant environmental changes or other changes to the circumstances under which the project is undertaken, which the project's original conditions of approval may not address, and for which additional required mitigation measures and/or conditions of approval cannot be determined at this time. Therefore, AN ENVIRONMENTAL ASSESSMENT/INITIAL STUDY IS REQUIRED in order to determine what additional mitigation measures and/or conditions of approval, if any, may be needed, and whether or not at least one of the conditions described in California Code of Regulations, Section 15162 (necessitating a Supplemental or Subsequent E.I.R.) exist. Additionally, the environmental assessment/initial study shall be used to determine WHETHER OR NOT THE EXTENSION OF TIME SHOULD BE RECOMMENDED FOR APPROVAL.
☐	I find that the original project was determined to be exempt from CEQA, and the proposed project will not have a significant effect on the environment, therefore NO NEW ENVIRONMENTAL DOCUMENTATION IS REQUIRED PRIOR TO APPROVAL OF THE EXTENSION OF TIME.

Signature: _____ Date: July 22, 2016

Tim Wheeler, Urban Regional Planner III For Steve Weiss, Planning Director

Attachment: B. Planning Commission Staff Report - 2nd EOT TR32064M1 (2746 : 2nd EOT TR32064M1)

June 5, 2016

Tim Wheeler
Urban Regional Planner III
4080 Lemon St - 12th floor
Riverside, CA 92501

re: Extension Of Time #2 for Tract# TR32064M1/Conditions of Approval

Dear Mr. Wheeler:

Please receive this letter as our "acceptance" of the "conditions of approval" by the Riverside County LMS dated 05/27/16. We are in receipt of and have reviewed the additional conditions for TR32064 (parcel:427-130-008) proposed as part of the tentative map extension(#2) process. We agree to these additional conditions, and are in the process of proposing modifications to the original conditions placed on this tract by Flood Control requiring significant offsite storm drain improvements.

We plan to begin discussions with the County Flood department about our proposed modifications. Regardless of the outcome with Flood Control, we would like to ensure that the tentative map approvals are extended. We look forward to working with you to resolve any and all conditions for this tract.

Should you need to contact me, please feel free to email: ray.ferrari@mac.com or call 530.368.2714. Thank you for your assistance in this matter.

I remain,
Sincerely.

Raymond J. Ferrari
(Ray)

cc: Rich Ferrari, Dave Ferrari, Ron Ferrari

Attachment: B. Planning Commission Staff Report - 2nd EOT TR32064M1 (2746 : 2nd EOT TR32064M1)

TRACT MAP Tract #: TR32064M1 Parcel: 427-130-008

50. PRIOR TO MAP RECORDATION

E HEALTH DEPARTMENT

50.E HEALTH. 3 EOT2- PHASE I ESA REQUIRED RECOMM

A Phase I Environmental Site Assessment is required to be submitted to the Department of Environmental Health for review and approval. Contact the Environmental Cleanup Programs at (951)-955-8980 for further information.

50.E HEALTH. 4 EOT2- LEA CLEARANCE RECOMM

Prior to map recordation, the project must obtain clearance from the Local Enforcement Agency (LEA). Please contact LEA for additional details at (951)955-8980.

FLOOD RI DEPARTMENT

50.FLOOD RI. 10 MAP - EOT2 CONDITIONS RECOMM

In order to comply with the County's Municipal Storm Sewer System (MS4) Permit, this development is required to mitigate its water quality impacts. A project specific final Water Quality Management Plan (WQMP) shall be submitted to the District for review and approval. This may require reconfiguration of the tract layout.

60. PRIOR TO GRADING PRMT ISSUANCE

BS GRADE DEPARTMENT

60.BS GRADE. 1 MAP - EOT2 NPDES/SWPPP RECOMM

Prior to issuance of any grading or construction permits - whichever comes first - the applicant shall provide the Building and Safety Department evidence of compliance with the following: "Effective March 10, 2003 owner operators of grading or construction projects are required to comply with the N.P.D.E.S. (National Pollutant Discharge Elimination System) requirement to obtain a construction permit from the State Water Resource Control Board (SWRCB). The permit requirement applies to grading and construction sites of "ONE" acre or larger. The owner operator can comply by submitting a "Notice of Intent" (NOI), develop and implement a STORM WATER POLLUTION PREVENTION PLAN (SWPPP) and a monitoring program and reporting plan for the construction site. For additional information and to obtain a copy of the NPDES State Construction Permit contact the SWRCB at www.swrcb.ca.gov .

Attachment: B. Planning Commission Staff Report - 2nd EOT TR32064M1 (2746 : 2nd EOT TR32064M1)

60. PRIOR TO GRADING PRMT ISSUANCE

60.BS GRADE. 1 MAP - EOT2 NPDES/SWPPP (cont.) RECOMM

Additionally, at the time the county adopts, as part of any ordinance, regulations specific to the N.P.D.E.S., this project (or subdivision) shall comply with them.

60.BS GRADE. 2 MAP - EOT2 APPROVED WQMP RECOMM

Prior to the issuance of a grading permit, the owner / applicant shall submit to the Building & Safety Department Engineering Division evidence that the project - specific Water Quality Management Plan (WQMP) has been approved by the Riverside County Flood Control District or Riverside County Transportation Department and that all approved water quality treatment control BMPs have been included on the grading plan.

90. PRIOR TO BLDG FINAL INSPECTION

BS GRADE DEPARTMENT

90.BS GRADE. 6 MAP - EOT2 IF WQMP REQUIRED RECOMM

Prior to final building inspection, the applicant shall comply with the following:

1.Obtain inspection of all treatment control BMPs and/or clearance from the Building and Safety Department. All structural BMPs described in the project - specific WQMP and indicated on the approved grading plan shall be constructed and installed in conformance with the approved plans and specifications.

2.The applicant/owner shall submit a "Wet Signed" copy of the Water Quality Management Plan (WQMP) Certification from a Registered Civil Engineer certifying that the project - specific WQMP treatment control BMPs have been installed in accordance with the approved WQMP.

3.The applicant/owner shall provide the Department of Building Safety with GPS coordinates for the location of the project - specific WQMP treatment control BMPs.

4.The applicant/owner shall register the project - specific WQMP treatment control BMPs with the Department of Building Safety Business Registration Division. Any person or entity that owns or operates a commercial and/or industrial

Attachment: B. Planning Commission Staff Report - 2nd EOT TR32064M1 (2746 : 2nd EOT TR32064M1)

90. PRIOR TO BLDG FINAL INSPECTION

90.BS GRADE. 6 MAP - EOT2 IF WQMP REQUIRED (cont.) RECOMMI

facility shall register such facility for annual inspections.

5.The applicant shall make payment to the Building and Safety Department for the Water Quality Management Plan (WQMP) Annual Inspection.

Attachment: B. Planning Commission Staff Report - 2nd EOT TR32064M1 (2746 : 2nd EOT TR32064M1)

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

Item **2.1**

SUBMITTAL DATE:
October 26, 2016

FROM : SUPERVISOR MARION ASHLEY:

SUBJECT: Appointment of Standby Supervisors, Fifth District

RECOMMENDED MOTION: That the Board of Supervisors join me in affirming the following appointments for standby Supervisor for the Fifth District

First Alternate:	Jaime Hurtado 15881 Angel Fire Court Moreno Valley, California 92555 (951) 544-9109
Second Alternate:	Daryl Busch 140 West Metz Road Perris, California 92555 (951) 830-8590
Third Alternate:	Deborah Franklin 99 East Ramsey Street Banning, California 92220 (951) 922-3146

Consent

BACKGROUND/APPOINTEE INFORMATION: In compliance with Government Code § 8638 and County Ordinance No. 533, Article XI Continuity of Government, Section 11. 1b states that Board of Supervisors shall appoint three standby successors for each member of said Board member to provide the continuance of government during a state of was emergency, or state of emergency, or local emergency.

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

Item **2.2**

SUBMITTAL DATE: October 17, 2016

FROM : ASSESSOR-COUNTY-CLERK-RECORDER:

SUBJECT: Records Management and Archives Program Annual Report for FY1516

RECOMMENDED MOTION: That the Board of Supervisors:

1. Receive and file attached 2015/2016 Annual Report as required under Board Policy A-43

Consent

Peter Aldana
Peter Aldana 10/17/2016

BACKGROUND:

Summary

Board Policy A-43 requires the Records Management and Archives Program (RMAP) to submit a report to the Board of Supervisors annually summarizing activities of the program. RMAP continues to work with County department and agencies towards implementing generally accepted recordkeeping principles including the development of records retention schedules.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	$ NA	$ NA	$ NA	$ NA
NET COUNTY COST	$ NA	$ NA	$ NA	$ NA

SOURCE OF FUNDS: NA	Budget Adjustment: No
	For Fiscal Year: 15/16

C.E.O. RECOMMENDATION:

ATTACHMENT A. RECORDS MANAGEMENT AND ARCHIVES PROGRAM ANNUAL REPORT

Annual Report for Fiscal Year Ended June 30, 2016

This Annual Report is submitted as directed by Policy A-43 § B.5 for the purpose of advising the Board of Supervisors on the progress made towards full compliance with Policy A-43.

Activities Summary

The Records Management and Archives Program (RMAP) provided a wide-range of document management and archives services to County departments and agencies during the reporting period. RMAP consists of three major service areas: professional records management services, including education and training, and the development and maintenance of retention schedules for County departments; records storage and destruction services; trusted systems consulting services; and the County Archives that identifies, preserves, and makes available to the public County records of enduring value.

During FY15/16, the County Records Center received 14,468 boxes for consignment to storage. During this same period, the Records Center destroyed or removed from storage 13,595 boxes. The continued expansion of the Records Center places an even greater imperative on the program to develop and fully implement records retention schedules. This past year, the Records Management section developed and brought to the Board of Supervisors for approval nine (9) records retention schedules. Four (4) departments are still working on their retention schedule: Auditor-Controller, Purchasing/Fleet, Emergency Management, and Waste Management. RMAP will continue to work with these departments to develop their schedules.

During FY15/16, RMAP worked with County Counsel and the Riverside County Information Technology department (RCIT) to revised Board of Supervisor's Policy A-43 to incorporate important provisions of Board Policy A-68, clarify the requirements of a trusted system, and reflect RMAP's lead position with regards to setting standards for electronic record keeping in accordance with applicable laws and best practices. Board Policy A-68 was rescinded at the same time.

This past year RMAP successfully filled the vacancy of its retired archivist by hiring a full-time Administrative Services Analyst II. This individual is responsible for the day to day operations of the Robert J. Fitch County Archives including assisting the public and researchers in the use of the archives collections.

In accordance with Board Policy A-43 § B.1, RMAP also conducted a brief survey of departments' records management practices. The results are summarized in Table 1 below. Thirty-one (31) departments were contacted to participate in the mandatory survey and all thirty-one (31) responded.

Of particular interest this year was the answer to question number six (6). Six (6) departments responded stating that they were maintaining electronic records without a paper or microfilm backup.

Attachment: ReportFY1516_FINAL (2612 : Records Management and Archives Program Annual Report FY1516)

RECORDS MANAGEMENT AND ARCHIVES PROGRAM (RMAP)

Only the Sheriff's department has a Board of Supervisors approved trusted system, while Child Support Services utilizes a State of California trusted system. RMAP will work with the other four (4) department to better understand their needs and provide guidance as appropriate and necessary to ensure compliance with Board Policy A-43 and 2 CCR 22620.1-.8.

Table 1:

Survey Questions	Yes	No
1. Does your agency currently utilize a Board of Supervisors approved records retention schedule to support the destruction of records? (BOS Policy A-43 § D.9)	30	1
2. Has your agency developed and implemented internal controls to prevent the unauthorized use, removal, disposition or loss of records? (BOS Policy A-43 § B.4)	30	1
3. Does your agency currently have records that have past their retention but destruction is on an approved hold? (BOS Policy A-43 § D.9)	3	28
4. If Yes: Check the box below that best explains why destruction is on an approved hold? (Choose all that apply) (BOS Policy A-43 § D.9)	Active or likely litigation (2); Audit (1)	
5. Does your agency maintain records not currently covered by a records retention schedule? (BOS Policy A-43 § D.8)	6	25
6. Are you currently maintaining records exclusively in electronic format, i.e. there is no paper or microfilm copy of the record? (BOS Policy A-43 § C.5)	6	25
7. Does your agency currently have records that might be of historical value to the County of Riverside? (BOS Policy A-43 Part B)	8	23

Attachment: ReportFY1516_FINAL (2612 : Records Management and Archives Program Annual Report FY1516)

Financial Performance: Summary of Financial Activities for FY 2015/2016

	Budget	Actual
Total Department Revenue	$ 1,605,081.00	$ 1,421,195.72
Salaries & Benefits	$ 1,207,351.00	$ 1,035,544.92
Services & Supplies	$ 647,910.00	$ 621,078.17
Other Charges	$ 25,331.00	$ 18,521.37
Capital Assets	$ -	$ -
Total Expenditures	$ 1,880,592.00	$ 1,675,144.46
Net (Cost) / Income	$ (275,511.00)	$ (253,948.74)

Extension Requests

In accordance with Board of Supervisors Policy A-43 § D.5, below is a summary of the extensions to retention periods requested by departments.

Behavioral Health	GRRS_2016_Rev09	Contracts / Agreements - government	Legal hold	6 boxes
Executive Office	DRRS_CEO_2013_Rev03	Bonds-Revenue	Request to extend for one fiscal year	2 boxes

Attachment: ReportFY1516_FINAL (2612 : Records Management and Archives Program Annual Report FY1516)

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

Item **2.3**

SUBMITTAL DATE: October 18, 2016

FROM : AUDITOR CONTROLLER:

SUBJECT: Internal Audit Report 2016-309: Riverside County Department of Waste Resources, Follow-up [District: All]; [$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Receive and file Internal Audit Report 2016-309: Riverside County Department of Waste Resources, Follow-up

Consent

Paul Angulo
Paul Angulo, Director of Auditor Controller 10/19/2016

BACKGROUND:

Summary

We have completed a Follow-up Audit of the Riverside County Department of Waste Resources. Our audit was limited to reviewing actions taken as of August 15, 2016, to correct findings noted in our original audit report 2013-010 dated June 17, 2013. The original audit report contained six findings four of which required corrective action and were reviewed as part of this audit.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	$0	$0	$0	$0
NET COUNTY COST	$0	$0	$0	$0

SOURCE OF FUNDS: N/A

Budget Adjustment: No

For Fiscal Year: N/A

C.E.O. RECOMMENDATION: APPROVE

BACKGROUND:

Summary (continued)

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

Our follow-up audit found that all four findings were corrected. For an in-depth understanding of the original audit, please refer to Internal Audit Report 2013-010 at www.auditorcontroller.org.

Impact on Residents and Businesses

Provide an assessment of internal controls over the audited areas.

SUPPLEMENTAL:

Additional Fiscal Information

Not applicable

ATTACHMENT A.

Riverside County Auditor-Controller Internal Audit Report 2016-309: Riverside County Department of Waste Resources, Follow-up

Internal Audit Report 2016-309

Riverside County Department of Waste Resources, Follow-up

Report Date: September 12, 2016

AUDITOR CONTROLLER
COUNTY OF RIVERSIDE

Office of Paul Angulo, CPA, MA
Riverside County Auditor-Controller
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www.auditorcontroller.org

Attachment: Internal Audit Report 2016-309 - Department of Waste Resources, Follow up (2740 : Internal Audit Report 2016-309 - Department of

COUNTY OF RIVERSIDE
OFFICE OF THE
AUDITOR-CONTROLLER

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Fax (951) 955-3802

Paul Angulo, CPA, MA
Riverside County Auditor-Controller

Frankie Ezzat, MPA
Assistant Auditor-Controller

September 12, 2016

Hans Kernkamp
General Manager-Chief Engineer
Riverside County Department of Waste Resources
14310 Frederick Street
Moreno Valley, CA 92553

Dear Mr. Kernkamp:

Subject: **Internal Audit Report 2016-309: Riverside County Department of Waste Resources, Follow-up**

We have completed the first Follow-up Audit of Riverside County Department of Waste Resources. Our audit was limited to reviewing actions taken as of August 15, 2016, to correct the findings noted in our original audit report (Internal Audit Report 2013-010: Riverside County Waste Management Department) dated June 17, 2013.

We conducted our audit in accordance with the International Standards for the Professional Practice of Internal Auditing. These standards require that we plan and perform the audit to obtain reasonable assurance that our objective, as described in the preceding paragraph, is achieved. Additionally, the standards require that we conduct the audit to provide sufficient, reliable, and relevant evidence to achieve the audit objectives. We believe the audit provides a reasonable basis for our opinion.

The original audit report contained six findings, four of which required corrective action and were reviewed as part of this audit. For an in-depth understanding of the original audit, please refer to Internal Audit Report 2013-010 at www.auditorcontroller.org.

This follow-up audit found that all four findings were corrected.

Detailed statuses of the findings identified in the original audit are provided in the body of this report.

Attachment: Internal Audit Report 2016-309 - Department of Waste Resources, Follow up (2740 : Internal Audit Report 2016-309 - Department of

AUDITOR CONTROLLER
COUNTY OF RIVERSIDE

Internal Audit Report 2016-309: Riverside County Department of Waste Resources, Follow-up

We appreciate the cooperation and assistance extended to us by staff of the Riverside County Department of Waste Resources during this follow-up audit. Their assistance contributed significantly to the successful completion of the audit.

Paul Angulo, CPA, MA
Riverside County Auditor-Controller

By: René Casillas, CPA, CRMA
Interim Chief Internal Auditor

cc: Board of Supervisors
Executive Office
Grand Jury

Attachment: Internal Audit Report 2016-309 - Department of Waste Resources, Follow up (2740 : Internal Audit Report 2016-309 - Department of

AUDITOR CONTROLLER
COUNTY OF RIVERSIDE

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Attachment: Internal Audit Report 2016-309 - Department of Waste Resources, Follow up (2740 : Internal Audit Report 2016-309 - Department of

AUDITOR CONTROLLER
COUNTY OF RIVERSIDE

Capital Assets

Finding 1 Maintenance of Capital Assets Records

Capital asset records maintained in the PeopleSoft Asset Management Module are not accurate. Our review of 28 capital assets (21 selected from the capital asset listing and 7 from actual locations) disclosed 22 (78 percent) had discrepancy/erroneous information recorded. These errors resulted from the Department concentrating on counting verifying the existence of capital assets during inventories rather than validating the accuracy of records. Failure to properly record capital assets in the PeopleSoft Asset Management Module results in the difficulty in identifying, controlling, and valuing of County assets. The categories of errors noted included:

- 8 of 28 assets were not discovered at the location designated in the Asset Management Module
- 9 of 28 assets were not tagged or marked as County property
- 8 of 28 assets recorded incorrect serial numbers
- 9 of 28 assets recorded incorrect or missing model numbers
- 5 of 28 assets recorded incorrect asset numbers

Current Status 1 Corrected

The Department completed an extensive physical inventory of all assets and corrected any identified discrepancies regarding description, tag number, serial number, model, and physical location in June 2013. We verified some assets in the PeopleSoft Asset Management module and determined that these were correctly recorded.

Attachment: Internal Audit Report 2016-309 - Department of Waste Resources, Follow up (2740 : Internal Audit Report 2016-309 - Department of

Cash Handling

Finding 3 Adherence to Daily Deposit Requirement

The Department does not make daily deposits nor has a daily deposit exemption on file with the ACO, as required by SPM 705. Because the cash handling sites are not in close perimeters of the Office of the Treasurer-Tax Collector for daily deposits, the Department contracted with a private courier service to pick-up deposits from cash handling sites on Tuesdays, Thursdays, and Saturdays.

Subsequent to our fieldwork, the Department has obtained daily deposit exemptions for three (Blythe, Idyllwild, and Oasis) of the six cash handling locations. The daily deposit exemption form for the remaining three sites (Badlands, El Sobrante and Lamb Canyon) is currently under review by the General Accounting Division of the ACO.

We selected a sample of 38 deposits from July 1, 2010 to June 30, 2012 and determined that 24 of 38 (or 63%) of the deposits were not made daily. Not adhering to the requirement of daily deposits may result in lost interest and/or lost or stolen cash or checks.

Current Status 3 Corrected

The Auditor-Controller's Office granted an exemption from daily deposits for the Badlands, Lamb Canyon and El Sobrante landfill sites on July 1, 2013, February 20, 2013, and July 1, 2013, respectively. We verified the approved SPM AR-6, *Daily Cash Deposits Exemption Request* forms for these landfill sites.

Finding 5 Evidence Identifying Supervisor Review/Approval of Bank Reconciliations

Management did not document their review/approval of the ZBA bank account reconciliations performed during our audit period. We selected a sample of 12 monthly bank reconciliations from July 1, 2010 to June 30, 2012 and determined all 12 (or 100%) of the reconciliations had no evidence identifying review/approval. Failure to review/approve bank account reconciliations may result in fraudulent activity such as stolen cash or checks and/or fraudulent reporting of County assets.

The Department revised the bank reconciliation template form to include a reviewer's signature block to ensure there is proper evidence identifying review/approval of bank reconciliations. Although the Department has made this procedural change, we will verify management's signature of review/approval during our follow-up audit. Since the Department made immediate changes, no recommendation is required.

Attachment: Internal Audit Report 2016-309 - Department of Waste Resources, Follow up (2740 : Internal Audit Report 2016-309 - Department of

Current Status 5 Corrected

The department revised the bank reconciliation template format to include a space for a reviewer's signature to provide evidence of review. We verified the June 30, 2016 bank account reconciliation and noted that it was signed off by the verifier on August 1, 2016.

Records Retention

Finding 6 Destruction of Records

Banking documents/gate fee documents dating back to 2003 were identified during our review of the Department's storage warehouse. In accordance with GRRS_2012_Rev07 - ACC200 *Banking,* these documents should have destroyed after July 1, 2011. Non-compliance to County policy pertaining to record keeping of documents may put the County at risk pertaining to the availability and accessibility of public records.

Subsequent to our completion of fieldwork, the Department removed and destroyed all old files requiring disposition from the storage warehouse. We will verify the Destruction Forms of these records during our follow-up audit. Since the Department took immediate action, no recommendation is required.

Current Status 6 Corrected

The Department obtained approval for the destruction of banking/gate fee records with a date range of January 1, 1998 through December 31, 2004 from the County's Records Management and Archives Program (RMAP) on February 6, 2013. Records were destroyed by the approved vendor on February 15, 2013. We verified the approved "Records Disposition Certificate" and vendor's "Certificate of Destruction" dated February 6, 2013 and February 15, 2013, respectively.

Attachment: Internal Audit Report 2016-309 - Department of Waste Resources, Follow up (2740 : Internal Audit Report 2016-309 - Department of

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

Item **2.4**

SUBMITTAL DATE:
October 18, 2016

FROM : AUDITOR CONTROLLER:

SUBJECT: Internal Audit Report 2016-306: Riverside County Department of Environmental Health, Follow-up, [District: All]; [$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Receive and file Internal Audit Report 2016-306: Riverside County Department of Environmental Health, Follow-up

Consent

Paul Angulo
Paul Angulo, Director of Auditor Controller 10/19/2016

BACKGROUND:

Summary

We have completed a Follow-up Audit of Riverside County Department of Environmental Health. Our audit was limited to reviewing actions taken as of July 20, 2016, to correct the findings noted in our original audit report 2013-009 dated June 4, 2013.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	$0	$0	$0	$0
NET COUNTY COST	$0	$0	$0	$0

SOURCE OF FUNDS: N/A

Budget Adjustment: No

For Fiscal Year: N/A

C.E.O. RECOMMENDATION: APPROVE

BACKGROUND:

Summary (continued)

The original audit report contained two findings, all of which required corrective action and; therefore, were reviewed as part of this audit. For an in-depth understanding of the original audit, please refer to Internal Audit Report 2013-009 at www.auditorcontroller.org. This follow-up

audit found that of the two recommendations, one has been implemented and one was not implemented. The recommendation that has not been implemented, no longer requires corrective action.

Impact on Residents and Businesses

Provide an assessment of internal controls over the audited areas.

SUPPLEMENTAL:

Additional Fiscal Information

Not applicable

ATTACHMENT A.

Riverside County Auditor-Controller's Office Internal Audit Report 2016-306: Riverside County Department of Environmental Health, Follow-up

Internal Audit Report 2016-306

Riverside County Department of Environmental Health, Follow-up

Report Date: September 9, 2016

AUDITOR CONTROLLER
COUNTY OF RIVERSIDE

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Attachment: Internal Audit Report 2016-302 - Environmental Health, Follow up (2739 : Internal Audit Report 2016-302 - Environmental Health,

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AUDITOR CONTROLLER
COUNTY OF RIVERSIDE

Paul Angulo, CPA, MA
RIVERSIDE COUNTY AUDITOR-CONTROLLER

Frankie Ezzat, MPA
ASSISTANT AUDITOR-CONTROLLER

September 9, 2016

Steve Van Stockum
Director
4065 County Circle Drive
Riverside, CA 92503

Subject: Internal Audit Report 2016-306: Riverside County Department of Environmental Health, Follow-up

Dear Mr. Van Stockum:

We have completed a Follow-up Audit of Riverside County Department of Environmental Health. Our audit was limited to reviewing actions taken as of July 20, 2016, to correct the findings noted in our original audit report 2013-009 dated June 4, 2013.

We conducted our audit in accordance with the International Standards for the Professional Practice of Internal Auditing. These standards require that we plan and perform the audit to obtain reasonable assurance that our objective, as described in the preceding paragraph, is achieved. Additionally, the standards require that we conduct the audit to provide sufficient, reliable, and relevant evidence to achieve the audit objectives. We believe the audit provides a reasonable basis for our opinion.

The original audit report contained two findings, all of which required corrective action and; therefore, were reviewed as part of this audit. For an in-depth understanding of the original audit, please refer to Internal Audit Report 2013-009 at www.auditorcontroller.org.

This follow-up audit found that of the two recommendations:

- one has been implemented
- one has not been implemented

Detailed statuses of the findings identified in the original audit are provided in the body of this report.

Attachment: Internal Audit Report 2016-302 - Environmental Health, Follow up (2739 : Internal Audit Report 2016-302 - Environmental Health,

AUDITOR CONTROLLER
COUNTY OF RIVERSIDE

Internal Audit Report 2016-306: Riverside County Department of Environmental Health, Follow-up

We appreciate the cooperation and assistance extended to us by staff of the Riverside County Department of Environmental Health during this follow-up audit. Their assistance contributed significantly to the successful completion of the audit.

Paul Angulo, CPA, MA
Riverside County Auditor-Controller

By: René Casillas, CPA, CRMA
Interim Chief Internal Auditor

cc: Board of Supervisors
Executive Office
Grand Jury

Attachment: Internal Audit Report 2016-302 - Environmental Health, Follow up (2739 : Internal Audit Report 2016-302 - Environmental Health,

AUDITOR CONTROLLER
COUNTY OF RIVERSIDE

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Attachment: Internal Audit Report 2016-302 - Environmental Health, Follow up (2739 : Internal Audit Report 2016-302 - Environmental Health,

AUDITOR CONTROLLER
COUNTY OF RIVERSIDE

Information Security

Finding 1:

The Riverside County Department of Environmental Health (Environmental Health) is storing highly sensitive customer credit card information in a hard copy format. The cardholder name, credit card number, expiration date, card type, and security code is written down when a customer wants to make a payment over the phone using a credit card. Payments over the phone can be made for services such as inspections or permit fees. The Payment Card Industry Security Standards Council (PCI SSC) has established data elements that allow businesses who absolutely need to store the information to do so in a manner that protects the data. However, no valid reason was provided of why the data needed to be stored by Environmental Health, nor were the hard copies containing the sensitive data completely secured.

Environmental Health was storing the sensitive information in a locked drawer. During our observations, we noticed hard copies containing sensitive information located outside the locked drawer and unsecured. Policy Number A-58 11.1.2.1 *Minimum Information Protection,* indicates sensitive information should be kept from view of unauthorized people and that information should not be stored in a given location any longer than the business function or regulation requires.

The storing of highly sensitive information by Environmental Health puts the department at risk of having sensitive information stolen or accessed by unauthorized users. This increases the risk of Environmental Health incurring legal liabilities.

Recommendation 1:

Environmental Health's procedures regarding the storage of sensitive information must be immediately modified to ensure sensitive information is properly destroyed when no longer needed. In addition, immediately discontinue the storage of security authentication codes to ensure compliance with PCI SSC.

Current Status 1: Implemented

The Department of Environmental Health has modified its policy and procedures regarding sensitive credit card data storage. Cardholder information such as the Primary Account Number and Security Authentication Code are immediately destroyed after receiving the credit card transaction authorization code.

Attachment: Internal Audit Report 2016-302 - Environmental Health, Follow up (2739 : Internal Audit Report 2016-302 - Environmental Health,

AUDITOR CONTROLLER
COUNTY OF RIVERSIDE

Revolving Fund

Finding 2:

Environmental Health submitted Standard Practice Manual Form AR-1, *Revolving Fund Request Order & Change Form,* to the Auditor-Controller's Office to establish a revolving fund. The purpose noted was to allow Environmental Health to pay for emergency purchases. The revolving fund was approved by the Auditor-Controller's Office on August 27, 2012. Check number 10156 in the amount of $5,000 was issued by the Riverside County Treasurer's Office on August 28, 2012. As of the date of fieldwork, the revolving fund had not been setup and the check was still located in Environmental Health's safe.

Upon this finding, Environmental Health established the revolving fund on April 12, 2013, operating without a revolving fund for more than 8 months.

Recommendation 2:

Environmental Health should immediately reduce their revolving fund account to $1,000 since there is no evident business need for a revolving fund in the amount of $5,000.

Current Status 2: Not Implemented

Environmental Health believes the $5,000 level is appropriate for their operational needs and prefers that the revolving fund amount remain at the current level. The purpose of the fund is to cover for emergencies. As such, Environmental Health has set aside $1,200 for environmental emergencies and the remaining funds are used to pay for non-environmental emergencies and change fund for their eight satellite offices. Based on our review of how the fund has been allocated and the replenishment activity its been having since the original finding, the $5,000 level is adequate for their operational objectives.

Attachment: Internal Audit Report 2016-302 - Environmental Health, Follow up (2739 : Internal Audit Report 2016-302 - Environmental Health,

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

Item **2.5**

SUBMITTAL DATE:
October 18, 2016

FROM : AUDITOR CONTROLLER:

SUBJECT: Internal Audit Report 2016-302: Riverside County Economic Development Agency, Project Management Office, Follow-up, [District: All]; [$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Receive and file Internal Audit Report 2016-302: Riverside County Riverside County Economic Development Agency, Project Management Office, Follow-up

Consent

Paul Angulo
Paul Angulo, Director of Auditor Controller 10/19/2016

BACKGROUND:

Summary

We have completed a Follow-up Audit of the Riverside County Riverside County Economic Development Agency, Project Management Office. Our audit was limited to reviewing actions taken as of August 31, 2016, to correct findings noted in our original audit report 2012-010 dated February 11, 2013.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	$0	$0	$0	$0
NET COUNTY COST	$0	$0	$0	$0
SOURCE OF FUNDS: N/A			Budget Adjustment: No	
			For Fiscal Year: N/A	

C.E.O. RECOMMENDATION: APPROVE

BACKGROUND:

Summary (continued)

The original audit report contained three findings with six recommendations, four of which required corrective action and were reviewed as part of the follow-up audit. Our follow-up audit

found that the four recommendations had been implemented. For an in-depth understanding of original audit, please refer to Internal Audit Report 2012-010 at www.auditorcontroller.org.

Impact on Residents and Businesses

Provide an assessment of internal controls over the audited areas.

SUPPLEMENTAL:

Additional Fiscal Information

Not applicable

ATTACHMENT A.

Riverside County Auditor-Controller Internal Audit Report 2016-302: Riverside County Economic Development Agency, Project Management Office, Follow-up

COUNTY OF RIVERSIDE
OFFICE OF THE
AUDITOR-CONTROLLER

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Paul Angulo, CPA, MA
Riverside County Auditor-Controller

Frankie Ezzat, MPA
Assistant Auditor-Controller

September 7, 2016

Robert Field
Assistant CEO/Director
Economic Development Agency
3403 Tenth Street, Suite 400
Riverside, CA 92501

Subject: **Internal Audit Report 2016-302: Economic Development Agency, Project Management Office, Follow-up**

Dear Mr. Field:

We have completed the first Follow-up Audit of Economic Development Agency, Project Management Office. Our audit was limited to reviewing actions taken as of July 28, 2016, to correct the findings noted in our original audit report (Internal Audit Report 2012-010: Economic Development Agency, Project Management Office, dated February 11, 2013).

We conducted our audit in accordance with the International Standards for the Professional Practice of Internal Auditing. These standards require that we plan and perform the audit to obtain reasonable assurance that our objective, as described in the preceding paragraph, is achieved. Additionally, the standards require that we conduct the audit to provide sufficient, reliable, and relevant evidence to achieve the audit objectives. We believe the audit provides a reasonable basis for our opinion.

The original audit report contained three findings with six recommendations, four of which required corrective action and were reviewed as part of this audit. For an in-depth understanding of the original audit, please refer to Internal Audit Report 2012-010 at www.auditorcontroller.org.

This follow-up audit found that of the four recommendations:

- four were implemented

Detailed statuses of the findings identified in the original audit are provided in the body of this report. We appreciate the cooperation and assistance extended to us by staff of the Economic

Attachment: Internal Audit Report 2016-302 - EDA Project Management Office, Follow up (2738 : Internal Audit Report 2016-302 - EDA Project

AUDITOR CONTROLLER
COUNTY OF RIVERSIDE

Development Agency, Project Management Office during this follow-up audit. Their assistance contributed significantly to the successful completion of the audit.

Paul Angulo, CPA, MA
Riverside County Auditor-Controller

By: René Casillas, CPA, CRMA
Interim Chief Accountant

cc: Board of Supervisors
Executive Office
Grand Jury

Attachment: Internal Audit Report 2016-302 - EDA Project Management Office, Follow up (2738 : Internal Audit Report 2016-302 - EDA Project

Internal Audit Report 2016-302

Economic Development Agency, Project Management Office, Follow-up

Report Date: September 7, 2016

AUDITOR CONTROLLER
COUNTY OF RIVERSIDE

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www.auditorcontroller.org

Attachment: Internal Audit Report 2016-302 - EDA Project Management Office, Follow up (2738 : Internal Audit Report 2016-302 - EDA Project

AUDITOR CONTROLLER
COUNTY OF RIVERSIDE

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Attachment: Internal Audit Report 2016-302 - EDA Project Management Office, Follow up (2738 : Internal Audit Report 2016-302 - EDA Project

AUDITOR CONTROLLER
COUNTY OF RIVERSIDE

Construction Contracts

Finding 1

The information contained in project files at PMO is both incomplete and inconsistent. Per Board Policy B-11, I., "The project manager is responsible for making sure that all critical tasks related to the specific project have been identified and are tracked on the checklist throughout the duration of the project." While each project manager is required to maintain what are termed "essential" documents in the project files, there is no checklist in place to ensure all critical tasks are identified and tracked throughout the duration of the projects. PMO has developed a numbering system for filing project documents; however, each project manager is allowed to file documents in various locations at their own discretion. Our review of the project files disclosed the following:

- 7 of 13 (54%) project files did not contain evidence of compliance with County policy regarding bidding procedures;
- 4 of 13 (31%) project files did not contain all necessary Form 11 submittals to the Board of Supervisors; and
- 3 of 13 (23%) project files did not contain all the progress payment request documentation.

With no evidence of obtaining competitive bids/quotes on file, there is no assurance the County is obtaining the best rate to complete projects. At a minimum, project files should include (either in paper or electronic form):

- All Form 11's identifying approval by the Board of Supervisors, as applicable;
- All approved change orders;
- All progress payments;
- Notices of completion;
- Agreements with contractors
- Bid related documentation, including proof of publication of notices to bidders, bid summary sheets, pre-bid/job walk through attendance lists, copies of all submitted bids;

Adequate supporting documentation in project files provides evidence competitive bids/quotes were submitted, protects the County from legal exposure, and verifies Board authorization over the commitment of County funds--which can accumulate to significant amounts over a period of a few years.

Attachment: Internal Audit Report 2016-302 - EDA Project Management Office, Follow up (2738 : Internal Audit Report 2016-302 - EDA Project

AUDITOR CONTROLLER
COUNTY OF RIVERSIDE

Recommendation 1.1

Develop a standardized checklist to ensure all required supporting documents are complete and conform to Department/County policies and procedures.

Current Status 1.1 Implemented

The Project Management Office developed a standardized checklist "Project Manager's Task List" and trained managers to consistently keep this checklist at the front of their respective files for reference.

Recommendation 1.2

Management perform periodic reviews of project files to ensure compliance with policies and procedures.

Current Status 1.2 Implemented

The Project Management Office has developed procedures and implemented automated processes using Microsoft Dynamics; software used for document storage and approvals, and has recently hired an Administrative Services Manager that has been tasked with conducting random periodic reviews of project files to ensure compliance with applicable policies. A final review is made at project close out to verify physical files are complete.

Attachment: Internal Audit Report 2016-302 - EDA Project Management Office, Follow up (2738 : Internal Audit Report 2016-302 - EDA Project

AUDITOR CONTROLLER
COUNTY OF RIVERSIDE

Purchase Orders

Finding 2

Documentation, including invoices and necessary information concerning bids/quotes, is incomplete, with no apparent systematic procedures for maintaining the information or for determining which office obtains bid information. This weakness in procedures and lack of documentation can lead to a breakdown in internal controls and deviation from County policies. Our review of the 39 purchase orders disclosed the following:

- 6 of 39 (15%) purchase order files could not be located at EDA Purchasing;
- 33 of 39 (85%) of the files at EDA Purchasing did not contain copies of the actual purchase order;
- Documentation and support for 3 of 39 (8%) purchase orders were not found at either PMO or EDA Purchasing;
- 7 of 13 (54%) project files at PMO did not contain copies of the purchase order or invoices;
- 5 of 13 (38%) project files at PMO did not contain evidence of bids/quotes being obtained; and
- 3 of 13 (23%) project files at PMO, which included purchase order requests over $25,000, contained a summary of bids but did not contain evidence of written bids being advertised nor the actual bids themselves.

Recommendation 2.3

Management perform periodic reviews to ensure compliance with county purchasing and record retention policies.

Current Status 2.3 Implemented

EDA Purchasing retains all records related to purchase orders while PMO retains all records related to all other procurement activities. Additionally, management has developed procedures and implemented automated processes through the use of Microsoft Dynamics where all purchase order procurement documents are submitted, reviewed, approved, and records retained through Dynamics for compliance with board policies prior to purchase order issuance. As an added measure, a recently hired Administrative Services Manager that has been tasked with conducting random periodic reviews to ensure compliance mid-stream.

Attachment: Internal Audit Report 2016-302 - EDA Project Management Office, Follow up (2738 : Internal Audit Report 2016-302 - EDA Project

AUDITOR CONTROLLER
COUNTY OF RIVERSIDE

Finding 3

A review of the project files at PMO and EDA Purchasing indicates seven purchase orders were requested and issued after invoices were received from contractors. Per County Purchasing Policy Manual, 3.2.4, no goods or services over $600 should be authorized by PMO until such time as a valid purchase order has been issued. Lack of a purchase order may result in obligating the County for unauthorized work being performed and can also lead to increase project costs, if proper approval procedures are not followed.

Recommendation 3

Ensure purchase orders are issued and approved prior to the receipt of goods/services and invoices.

Current Status 3 Implemented

We judgmentally selected six project files for testing and noted that purchase orders were generally issued prior to the receipt of invoices.

Attachment: Internal Audit Report 2016-302 - EDA Project Management Office, Follow up (2738 : Internal Audit Report 2016-302 - EDA Project

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

Item **2.6**

SUBMITTAL DATE:
October 18, 2016

FROM : AUDITOR CONTROLLER:

SUBJECT: Internal Audit Report 2016-004: Riverside County Department of Child Support Services, Countywide Purchase Order Process [District: All]; [$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Receive and file Internal Audit Report 2016-004: Riverside County Department of Child Support Services, Countywide Purchase Order Process

Consent

Paul Angulo
Paul Angulo, Director of Auditor Controller 10/19/2016

BACKGROUND:

Summary

We have completed an audit of the Riverside County Department of Child Support Services to provide management and the Board of Supervisors with an independent assessment of internal controls over the purchase order process. We conducted the audit from May 25, 2016 through June 23, 2016 for operations from July 1, 2013 through April 30, 2016.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	$0	$0	$0	$0
NET COUNTY COST	$0	$0	$0	$0
SOURCE OF FUNDS:			Budget Adjustment:	No
			For Fiscal Year:	N/A

C.E.O. RECOMMENDATION: APPROVE

BACKGROUND:

Summary (continued)

Based upon our audit, we identified opportunities for improvement of internal controls relating to the purchase order process. We determined Riverside County Department of

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

Child Support Services internal controls over the purchase order process did not provide reasonable assurance that its objectives related to this area will be achieved. Reasonable assurance recognizes internal controls have inherent limitations, including cost, mistakes, and intentional efforts to bypass internal controls.

We will follow-up to determine if actions were taken to correct the findings noted.

Impact on Residents and Businesses

Provide an assessment of internal controls over the audited areas.

SUPPLEMENTAL:

Additional Fiscal Information

Not applicable

ATTACHMENT A.

Riverside County Auditor-Controller's Office – Internal Audit Report 2016-004: Riverside County Department of Child Support Services, Countywide Purchase Order Process

Internal Audit Report 2016-004

Riverside County Department of Child Support Services, Countywide Purchase Order Process

Report Date: September 7, 2016

AUDITOR CONTROLLER
COUNTY OF RIVERSIDE

Office of Paul Angulo, CPA, MA
Riverside County Auditor-Controller
4080 Lemon Street, 11th Floor
Riverside, CA 92509
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Attachment: Internal Audit Report 2016-004 - Department of Child Support Services, Purchase Order Process (2737 : Internal Audit Report 2016-

COUNTY OF RIVERSIDE
OFFICE OF THE
AUDITOR-CONTROLLER

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AUDITOR CONTROLLER
COUNTY OF RIVERSIDE

Paul Angulo, CPA, MA
Riverside County Auditor-Controller

Frankie Ezzat, MPA
Assistant Auditor-Controller

September 7, 2016

David Kilgore
Director
Riverside County Department of Child Support Services
2041 Iowa Ave.
Riverside, CA 92507

Subject: **Internal Audit Report 2016-004: Riverside County Department of Child Support Services, Countywide Purchase Order Process**

Dear Mr. Kilgore:

We have completed an audit of the Riverside County Department of Child Support Services to provide management and the Board of Supervisors with an independent assessment of internal controls over the purchase order process. We conducted the audit from May 25, 2016 through June 23, 2016 for operations from July 1, 2013 through April 30, 2016.

We conducted our audit in accordance with the International Standards for the Professional Practice of Internal Auditing. These standards require that we plan and perform the audit to obtain sufficient, reliable, relevant, and useful information to provide reasonable assurance that our objective as described above is achieved. An internal audit includes the systematic analysis of information to evaluate and improve the effectiveness of internal controls. We believe this audit provides a reasonable basis for our conclusion.

Internal controls are processes designed to provide management reasonable assurance of achieving efficiency of operations, compliance with laws and regulations, and reliability of financial and non-financial information. Management is responsible for establishing and maintaining adequate internal controls. Our responsibility is to evaluate the internal controls.

Based upon our audit, we identified opportunities for improvement of internal controls relating to the purchase order process. We determined Riverside County Department of Child Support Services internal controls over the purchase order process did not provide reasonable assurance that its objectives related to this area will be achieved. Reasonable assurance recognizes internal controls have inherent limitations, including cost, mistakes, and intentional efforts to bypass internal controls.

As requested, in accordance with paragraph III.C of the Board of Supervisors Resolution 83-338, management responded to the reported conditions and recommendations contained in our

Attachment: Internal Audit Report 2016-004 - Department of Child Support Services, Purchase Order Process (2737 : Internal Audit Report 2016-

AUDITOR CONTROLLER
COUNTY OF RIVERSIDE

report. Management's response is included in the report. We will follow-up to verify that management implemented the corrective actions.

We thank the Riverside County Department of Child Support Services management and staff for their cooperation. Their assistance contributed significantly to the successful completion of this audit.

Paul Angulo, CPA, MA
Riverside County Auditor-Controller

By: René Casillas, CPA, CRMA
Interim Chief Internal Auditor

cc: Board of Supervisors
Executive Office
Grand Jury

Attachment: Internal Audit Report 2016-004 - Department of Child Support Services, Purchase Order Process (2737 : Internal Audit Report 2016-

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COUNTY OF RIVERSIDE

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AUDITOR CONTROLLER
COUNTY OF RIVERSIDE

Executive Summary

Overview

"The Child Support Enforcement Program, authorized under Title IV-D of the Social Security Act, provides services to assist parents in their mutual obligation to financially support and provide health insurance for their children. In 1999, Gov. Gray Davis signed comprehensive child support reform legislation, creating a new state agency known as the California Department of Child Support Services. This agency oversees the Child Support Enforcement Program at the state level. In addition, 58 new county departments throughout the State of California were mandated to manage the Child Support Enforcement Program at the county level." *Riverside County Department of Child Support Services website, accessed September 7, 2016, http://www.riversidechildsupport.com/Programs/CSServices/CSServices.asp*

The Riverside County Department of Child Support Services (Department) provides a variety of child support services and programs for the community to help parents fulfill their responsibilities to their children. The Department has a mission to "enhance the well-being of children and the self-sufficiency of families by providing professional services to locate parents, establish paternity and establish/enforce orders for financial and medical support" in accordance with federal and state guidelines. Services include establishing paternity, locating parents, requesting support orders from the court, enforcing support orders, and collecting and sending child support.

The Department provides services through three divisions: Administrative Services, Child Support Services, and Legal Support Services. The Accounting and Supply Services units under Administration Services are responsible for all aspects of the purchase order process and typically prepare purchase orders for professional services such as paternity services, process serving, security guards, alarm systems, and products such as, computer equipment, furniture, printing supplies, and office supplies.

Audit Objective

Our objective is to provide management and the Board of Supervisors with an independent assessment about the adequacy and effectiveness of internal controls over the purchase order process.

Audit Conclusion

Based upon our audit, we identified opportunities for improvement of internal controls relating to the purchase order process. We determined Riverside County Department of Child Support Services internal controls over the purchase order process did not provide reasonable assurance that its objectives related to this area will be achieved. Reasonable assurance recognizes internal controls have inherent limitations, including cost, mistakes, and intentional efforts to bypass internal controls.

Attachment: Internal Audit Report 2016-004 - Department of Child Support Services, Purchase Order Process (2737 : Internal Audit Report 2016-

AUDITOR CONTROLLER
COUNTY OF RIVERSIDE

Purchase Order Process

Background

The purchase order process involves the acquisition of equipment, furnishings, supplies, maintenance, construction, and contractual services within pre-established budgetary constraints. Riverside County Purchasing Policy Manual provides uniform procedures for the purchasing of goods and services needed in operation by County of Riverside departments and agencies. Purchase orders perform a key role in the acquisition process. A well-detailed purchase order clearly defines the item or service being purchased, vendor information, specific terms of the purchase, and specifications of cost, quantities and delivery terms. The County of Riverside uses a variety of purchase orders to procure supplies and services. Following is a list of purchase orders used by the County of Riverside:

Types	Description
BL-G	Blanket non-rollover purchase order for goods.
BL-S	Blanket non-rollover purchase order for services.
RBLG	Roll over blanket purchase order for goods.
RBLS	Roll over blanket purchase order for services.
REGG	Regular purchase order for goods.
REGS	Regular purchase order for services.
LVPA	Low value purchase order for goods.
LV-S	Low value purchase order for services.
LEAS	Lease purchase payment purchase order.
FIN	Purchase order to vendor when goods are financed through third party.
ELVP	Extended low value purchase order for goods.
ELVS	Extended low value purchase order for services.
CONV	Conversion purchase order from PeopleSoft 7.5 to 8.8.
PRNT	Printing purchase order for inventory business unit only.
SPLY	Supply purchase order for inventory business unit only.

The Board of Supervisors delegated the authority to purchase and contract to the Purchasing Agent, via Riverside County Ordinance No. 459, as amended through 459.5, *Establishing Purchasing Policies and Procedures*. The Director of Purchasing is the Purchasing Agent for the County of Riverside. The Purchasing Agent has delegated her authority to her staff with varying limitations.

Depending on the size and complexity of the department, the Purchasing Agent may assign staff to the department, or a department may hire their own staff to carryout purchasing duties.

Riverside County Ordinance No. 459, Section (3), *Exceptions*, indicates no purchases shall be made by any county officer or employee without a purchase order or other written authority first obtained from the Purchasing Agent.

Attachment: Internal Audit Report 2016-004 - Department of Child Support Services, Purchase Order Process (2737 : Internal Audit Report 2016-

AUDITOR CONTROLLER
COUNTY OF RIVERSIDE

Purchasing Policy Manual dated February 1, 2013 requires a purchase order for all purchases over $400 and Purchasing Policy Manual dated August 1, 2015 requires a purchase order for all purchases unless the item or service was approved by the Board of Supervisors or exempted by Ordinance 459.

Objective

Our audit objective is to provide management and the Board of Supervisors with an independent assessment of internal controls over the purchase order process.

Audit Methodology

To accomplish our objectives, we:

- Identified and reviewed laws, codes, and regulations, ordinances, applicable policies and procedures.
- Conducted interviews and performed walk-throughs with Department personnel.
- Reviewed financial information from the County of Riverside financial system (PeopleSoft) for the period of July 1, 2013 through April 30, 2016.
- Selected a statistical random sample of 113 purchase orders valued at $1,230,937 for review.
- Reviewed purchase orders and verified they had been approved by the appropriate personnel.
- Verified there was no bid splitting of purchases.
- Verified expenditures were incurred after the purchase order was approved.

Finding 1: Timely Issuance of Purchase Orders

Purchase orders were not processed in a timely manner. Our review of 113 purchase orders disclosed that eighty-two (73%), totaling $792,773 were processed after invoices were received from vendors. It was stated that the dollar value of professional services required were difficult to determine due to the type of services needed and it was believed that processing a purchase order would obligate funds. Since the Department's primary funds are from federal and state sources, it was understood they could not obligate the funds since they could not estimate the dollar value of the services needed. However, the Department could have used historical data to develop an estimated amount, use that amount on the processed purchase orders, and adjusted the dollar amounts if needed, with a change order. Per Riverside County Purchasing Manual, no goods or services over $400 should be authorized for purchase until a valid

Attachment: Internal Audit Report 2016-004 - Department of Child Support Services, Purchase Order Process (2737 : Internal Audit Report 2016-

purchase order has been issued. This noncompliance with purchasing requirements could result in purchasing unauthorized or inappropriate supplies and services.

Recommendation 1:

Revise the purchase order process to include issuing purchase orders for all requests over $400, using historical data to determine the purchase order amount, and adjust the dollar amount if needed with a change order.

Management's Response

"**Concur.** The Department of Child Support Services (DCSS) is working with the Purchasing Department to set-up non-rollover blanket purchase orders for all departmental contracts. DCSS has taken immediate action in issuing purchase orders for all services and goods that exceed $400 or more. To aid in this process, DCSS has established safeguards that consist of creating an email notification group along with a verification approval stamp for proper process of workflow for documentation; to ensure quotes and/or estimates are received."

Estimated Date of Corrective Action: September 30, 2016.

Attachment: Internal Audit Report 2016-004 - Department of Child Support Services, Purchase Order Process (2737 : Internal Audit Report 2016-

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

Item **2.7**

SUBMITTAL DATE:
October 18, 2016

FROM : AUDITOR CONTROLLER:

SUBJECT: Internal Audit Report 2016-001: Riverside County Information Technology Department, Countywide Contract Amendments and Competitive Bidding [District: All]; [$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Receive and file Internal Audit Report 2016-001: Riverside County Information Technology Department, Countywide Contract Amendments and Competitive Bidding

Consent

Paul Angulo
Paul Angulo, Director of Auditor Controller 10/19/2016

BACKGROUND:

Summary

We have completed a countywide contract amendments and competitive bidding audit, which included the Riverside County Information Technology Department to provide the Board of Supervisors with an independent assessment of internal controls over contract amendments and competitive bidding process. We conducted the audit during the period January 13, 2016 through February 15, 2016 for active contracts during the period July 1, 2013 through August 31, 2015.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	$0	$0	$0	$0
NET COUNTY COST	$0	$0	$0	$0

SOURCE OF FUNDS: N/A	Budget Adjustment: No
	For Fiscal Year: N/A

C.E.O. RECOMMENDATION: APPROVE

BACKGROUND:

Summary (continued)

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

Based upon the results of our audit, we identified opportunities for improvement of internal controls relating to contract amendments. We determined that internal controls over competitive bidding provide reasonable assurance that its objectives relating to this respective area will be achieved. Reasonable assurance recognizes internal controls have inherent limitations, including cost, mistakes, and intentional efforts to bypass internal controls.

We will follow-up to determine if actions were taken to correct the findings noted.

Impact on Residents and Businesses

Provide an assessment of internal controls over the audited areas.

SUPPLEMENTAL:

Additional Fiscal Information

Not Applicable

ATTACHMENT A.

Riverside County Auditor-Controller's Office Internal Audit Report 2016-001: Riverside County Information Technology Department, Countywide Contract Amendments and Competitive Bidding

Internal Audit Report 2016-001

RIVERSIDE COUNTY INFORMATION TECHNOLOGY, COUNTYWIDE CONTRACT AMENDMENTS AND COMPETITIVE BIDDING

Report Date: September 7, 2016

AUDITOR CONTROLLER
COUNTY OF RIVERSIDE

Office of Paul Angulo, CPA, MA
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Attachment: Internal Audit Report 2016-001 - RCIT, Contract Amendments & Competetive Bidding (2736 : Internal Audit Report 2016-001 - RCIT,

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AUDITOR CONTROLLER
COUNTY OF RIVERSIDE

Paul Angulo, CPA, MA
AUDITOR-CONTROLLER

Frankie Ezzat, MPA
ASSISTANT AUDITOR-CONTROLLER

September 7, 2016

Steve Reneker
Chief Information Officer
Riverside County Information Technology Department
4080 Lemon Street, 10th Floor
Riverside, CA 92502

Subject: **Internal Audit Report 2016-001: Riverside County Information Technology Department, Countywide Contract Amendments and Competitive Bidding Process**

Dear Mr. Reneker:

We have completed a countywide audit to provide management and the Board of Supervisors with an independent assessment of internal controls over contract amendments and competitive bidding process. This report assesses the Riverside County Information Technology Department internal controls over the contract amendments and competitive bidding process. We conducted the audit from January 13, 2016 through February 15, 2016 for active contracts during the period July 1, 2013 through August 31, 2015.

We conducted our audit in accordance with the International Standards for the Professional Practice of Internal Auditing. These standards require that we plan and perform the audit to obtain sufficient, reliable, relevant and useful information to provide reasonable assurance that our objective as described above is achieved. An internal audit includes the systematic analysis of information to evaluate and improve the effectiveness of internal controls. We believe this audit provides a reasonable basis for our conclusion.

Internal controls are processes designed to provide management reasonable assurance of achieving efficiency of operations, compliance with laws and regulations, and reliability of financial information. Management is responsible for establishing and maintaining adequate internal controls. Our responsibility is to evaluate the internal controls.

Based upon the results of our audit, we identified opportunities for improvement of internal controls relating to contract amendments. We determined that internal controls over competitive bidding provide reasonable assurance that its objectives relating to this respective area will be achieved. Reasonable assurance recognizes internal controls have inherent limitations, including cost, mistakes, and intentional efforts to bypass internal controls.

Attachment: Internal Audit Report 2016-001 - RCIT, Contract Amendments & Competetive Bidding (2736 : Internal Audit Report 2016-001 - RCIT,

AUDITOR CONTROLLER
COUNTY OF RIVERSIDE

Internal Audit Report 2016-001: Riverside County Information Technology Department, Countywide Contract Amendments and Competitive Bidding Process

As requested, in accordance with paragraph III.C of the Board of Supervisors Resolution 83-338, management responded to the reported conditions and recommendations contained in our report. Management's response is included in the report. We will follow-up to verify that management implemented the corrective actions.

We thank the Riverside County Information Technology Department's management and staff for their cooperation. Their assistance contributed significantly to the successful completion of this audit.

Paul Angulo, CPA, MA
Riverside County Auditor-Controller

By: René Casillas, CPA, CRMA
Interim Chief Internal Auditor

cc: Board of Supervisors
Executive Office
Grand Jury

Attachment: Internal Audit Report 2016-001 - RCIT, Contract Amendments & Competetive Bidding (2736 : Internal Audit Report 2016-001 - RCIT,

AUDITOR CONTROLLER
COUNTY OF RIVERSIDE

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AUDITOR CONTROLLER
COUNTY OF RIVERSIDE

Executive Summary

Overview

Riverside County Information Technology Department (Information Technology) provides reliable, long-term, financially viable, and secure information technology infrastructure and systems to county departments and agencies. Information Technology consists of eight divisions: Administration, Business Relationship Management, Converged Communications Bureau, Data Officer Special Projects, Enterprise Application Bureau, Information Security Office, Office of the Chief Information Officer, and Technology Service Bureau. The Administrative Division consists of Fiscal, Human Resources, Inventory Management Group and Procurement Management Group. The Procurement Management Group is responsible for all aspects of contract management to include preparing amendments to the contracts and managing the competitive bidding process. The Procurement Management Group consists of an Administrative Services Supervisor, Procurement Contract Specialist liaison, Administrative Services Analyst II, Buyer II, Buyer I, Buyer Assistant, and Temporary Administrative Services Analyst I. The Procurement Management Group typically contracts for services such as, software maintenance, hardware maintenance, software licenses, network equipment purchases, telephone purchases, infrastructure material like cables and replacement item.

Pursuant to California Government Code Section 31000, the board of supervisors may contract for special services on behalf of the county, county officer, department, district or court in the county. Riverside County Ordinance 459, indicates, the Board of Supervisors delegates contracting authority to the Purchasing Agent also known as Purchasing and Fleet Services Director. This ordinance authority includes the Purchasing Agents authority to approve contract amendments and the competitive bidding processes.

Purchasing Policy Manual dated, February 1, 2013, requires the Purchasing Agent to notify the Board of Supervisors prior to purchases exceeding $25,000, made without securing competitive bids and for all purchases exceeding $1,000. To reflect the changes incorporated into Riverside County Board of Supervisors Ordinance 459.5, which was approved by the Board of Supervisors on May 19, 2015, the Purchasing Policy Manual was revised on August 1, 2015. The revised Purchasing Policy manual increased the notification to the Board of Supervisors for purchases exceeding $50,000 and raised the informal bid requirement to $5,000.

Our sample population consists of all contracts that were active during our audit period of July 1, 2013 to August 31, 2015. Most contracts have a one year period of performance with the option to extend the contract for four years. As such, some contracts selected could be as old as calendar year 2008 contracts.

The county does not maintain a system that records all contracts used by county departments. Each department manages their contracts manually or with a computer system, such as a contract management system or spreadsheet/database, or a combination of systems. As such,

Attachment: Internal Audit Report 2016-001 - RCIT, Contract Amendments & Competetive Bidding (2736 : Internal Audit Report 2016-001 - RCIT,

we utilized the County of Riverside's financial system known as PeopleSoft (PeopleSoft) database to select our sample of contracts for review of amendments and the competitive bidding process. The PeopleSoft database consists of contract records that were updated annually during our audit period. This update creates a new PeopleSoft contract that corresponds with the contract. Therefore, a one year contract with an option to renew four times could have up to five PeopleSoft contracts that correspond to the contract. One-hundred and twenty-eight PeopleSoft contracts used by Information Technology were randomly selected to review. Eighty-two were Information Technology contracts and 46 were countywide contracts. The 82 Information Technology PeopleSoft contracts resulted in 65 vendor contracts. One-hundred and thirty PeopleSoft contracts are associated with the 65 vendor contracts. Although 82 Information Technology PeopleSoft contracts were selected, we reviewed all 130 PeopleSoft contracts to ensure the internal controls were adequate for the 65 contracts. We determined that the 46 countywide contracts would be reviewed during our review of Purchasing Department contract amendments and competitive bidding process since management of the countywide contracts is Purchasing and Fleet Services Department's responsibility.

When a service or item is required, a bid number is established to begin the bidding process. A contract could be awarded to one or several vendors under one bid number. As such, several contracts could be established with one bid number. The PeopleSoft contract corresponds to a specific contract within a bid number. We provided a breakdown of contracts selected for the amendments and competitive bidding review in Attachment A.

Audit Objective

Our audit objective is to provide management and the Board of Supervisors with an independent assessment of the department's internal controls over contract amendments and the competitive bidding process.

Audit Conclusion

Based upon the results of our audit, we identified opportunities for improvement of internal controls relating to contract amendments. We determined that internal controls over competitive bidding provide reasonable assurance that its objectives relating to this respective area will be achieved. Reasonable assurance recognizes internal controls have inherent limitations, including cost, mistakes, and intentional efforts to bypass internal controls.

Attachment: Internal Audit Report 2016-001 - RCIT, Contract Amendments & Competetive Bidding (2736 : Internal Audit Report 2016-001 - RCIT,

AUDITOR CONTROLLER
COUNTY OF RIVERSIDE

Amendments

Background

Amendments are formal changes to the terms and conditions, scope of work, specifications or provisions of a contract. Reasons for issuing an amendment include but, are not limited to: revising, deleting, or adding terms, extending the period of performance, and increasing or decreasing cost of the contract. Information Technology used formal amendments and PeopleSoft contracts to amend their contracts.

During our review of contract amendments we determined that nine of the 65 vendor contracts were extended without an amendment. Although, there is no legal requirement for amendments, it is best practices to prepare an amendment, signed by both parties, when an option to extend the period of performance is accepted. This ensures the county and vendor fully understand when a contract ends and payments stop and strengthens legal binding to the contract. However, contracts with terms requiring a written amendment to extend the period of performance should have a formal written amendment signed by both parties.

We identified renewals to the period of performance where it can be beneficial to have prepared an amendment to document the agreement to extend the period of performance between both parties. We provided a breakdown of contracts selected for the amendments and competitive bidding review on Attachment B.

Objective

Our audit objective is to provide Management and the Board of Supervisors with an independent assessment of internal controls over contract amendments processing.

Audit Methodology

To accomplish our objectives, we:

- Identified and reviewed policies, applicable laws, codes, regulations, and ordinances.
- Conducted interviews and performed walk-throughs with office personnel.
- Utilized PeopleSoft queries to identify cost charged to each contract.
- Selected samples of contracts to perform detailed testing of amendments.

Finding 1: Period of Performance

Contract amendments were not prepared to extend the period of performance. Our review of contract amendments disclosed four out of 65 (6%) vendor contracts contained terms requiring

Attachment: Internal Audit Report 2016-001 - RCIT, Contract Amendments & Competetive Bidding (2736 : Internal Audit Report 2016-001 - RCIT,

written amendments to extend the period of performance. Following is a summary of vendor contracts that exceeded the period of performance without preparing an amendment:

Contract ID	Vendor	Renewals	Amendments	Variance
ITARC-038	Verizon Select Service	5	0	(5)
PEARC-016	Expedia Power Solutions	1	0	(1)
PEARC-021	Mesa Energy dba Emcor	1	0	(1)
ITARC-114	JTD Consulting Inc.	2	0	(2)

Limited staff was dedicated for contract management; as such, it has been a practice to amend contracts for goods and services by extending the period of performance with a PeopleSoft contract instead of an official amendment signed by both parties. However, not preparing required official amendments, signed by both parties, may result in disputes on when a contract ends and payments stop, which may require legal proceedings to resolve.

Recommendation 1

Prepare a formal amendment signed by both parties for all renewals when contract terms specifically require a written amendment to extend the period of performance.

Management's Response

"**Concur**".

Actual/estimated Date of Corrective Action: September 1, 2016.

Finding 2: Annual Compensation Allowed

Board of Supervisors approval to increase the annual compensation allowed for some contracts was not obtained. Our review of contract amendments disclosed one of 65 (2%) vendor contracts contained a term on the original Form 11 authorizing the Purchasing Agent to approve cost increase amendments not exceeding the annual Consumer Price Index (CPI) increase. However, one contract charged above the Los Angeles-Riverside-Orange County CPI, All Items, 1982-84=100 for All Urban Consumers annual average without obtaining approval from the Board of Supervisors. Following is the contract that exceeded the CPI threshold:

Contract ID	CPI Period	Increased Amount	Amount Allowed	Variance	POC*	CPI	Variance
ITARC-102	8/1/10-7/31/11	$604,934	$560,000	$44,930	8.0%	1.9%	(6.1)%

* POC - Percentage of Change.

It was believed that the Procurement Contract Specialist had authority to sign amendments that increased cost within ten percent, which is known as the ten percent rule. The ten percent rule would have been allowed if it was stated on the original Form 11; however, it stipulated the use

Attachment: Internal Audit Report 2016-001 - RCIT, Contract Amendments & Competetive Bidding (2736 : Internal Audit Report 2016-001 - RCIT,

of the CPI increase. Increasing the maximum dollar amount of a contract without a formal approval of the Board of Supervisors may result in disputes between the County of Riverside and vendors that require legal proceedings to resolve.

Recommendation 2

Prepare a formal amendment signed by both parties for all increases above the maximum compensation and obtain Board of Supervisors approval on all cost increases greater than the annual CPI increase when required by the Form 11.

Management's Response

"**Concur**".

Actual/estimated Date of Corrective Action: September 1, 2016.

Finding 3: Maximum Released Expenditures

The annual maximum amount was exceeded without the preparation of an amendment. Our review of contract amendments disclosed five of 65 (8%) vendor contracts expended cost exceeded the annual amounts allowed per the contract without preparing contract amendments to increase the maximum authorized amount. Following is a summary of the contracts that exceeded the maximum authorized amount:

Contract ID	Start Date	End Date	Amount	Expensed	(Over)/Under
PEARC-016	03/01/14	02/28/15	$325,000	$428,486	$(103,486)
ITARC-150	02/05/14	02/05/15	220,000	234,950	(14,950)
ITARC-106**	05/25/11	05/24/12	26,736	42,588	(15,852)
ITARC-106**	05/25/12	05/25/13	26,736	35,348	(8,612)
ITARC-106**	05/24/13	05/25/14	26,736	35,348	(8,612)
Simpler System***	03/15/12	03/14/13	76,200	77,238	(1,162)
Selectron Tech***	07/16/13	06/30/14	27,365	28,140	(775)

** Item is one contract that exceeded the annual allowable amount for three different years.
*** Sole source contracts.

It was believed that amendments were not required if expenditures over the allowable annual amount remained within 10 percent. Exceeding the maximum dollar amount of a contract without a formal approval of the Board of Supervisors may result in disputes between the County of Riverside and vendors that require legal proceedings to resolve.

Attachment: Internal Audit Report 2016-001 - RCIT, Contract Amendments & Competetive Bidding (2736 : Internal Audit Report 2016-001 - RCIT,

AUDITOR CONTROLLER
COUNTY OF RIVERSIDE

Recommendation 3

Prepare a formal amendment signed by both parties prior to expenditures exceeding the maximum allowable compensation and obtain Board of Supervisors approval for the cost increase.

Management's Response

"**Concur**".

Actual/estimated Date of Corrective Action: September 2, 2016.

Attachment: Internal Audit Report 2016-001 - RCIT, Contract Amendments & Competetive Bidding (2736 : Internal Audit Report 2016-001 - RCIT,

Draft Internal Audit Report 2016-001
Riverside County Information Technology Department
Report Date: September 7, 2016
Summary of Contracts Selected for Review

Contract ID	PeopleSoft Contract No.		Contract Date	Allowable Amount	Amount Expensed	Contract Amount (Over)/Under
PUARC-645	PEARC-72524-001-003-03/12	(1)	1/19/2007	$ 109,483,646	$ 1,181,714	$ 108,301,932
	PEARC-72524-001-003-01/14					
PUARC-1077	ITARC-72555-001-1/12	(1)	1/30/2009	5,000,000	2,443,477	2,556,523
ITARC-038	ITARC-28070-002-008-01/12	(1)	6/30/2009	11,735,220	2,411,180	9,324,040
ITARC-129	ITARC-28070-003-07/13	(1)	8/2/2012	3,000,000	1,199,382	1,800,618
	ITARC-28070-003-07/14	(1)				
	ITARC-28070-003-07/15					
ITARC-033	ITARC-28748-001-008-11/11	(1)	11/1/2006	1,800,000	955,658	844,342
ITARC-129	ITARC-28070-001-7/13	(1)	8/8/2012	5,000,000	1,900,770	3,099,230
	ITARC-28070-001-7/14	(1)				
	ITARC-28070-001-7/15	(1)				
	ITARC-28070-001-7/16					
Sole Source	ITARC-20800-004-06/11	(1)	6/29/2010	1,667,442	1,335,217	332,225
	ITARC-20800-004-06/14	(1)				
	ITARC-20800-004-06/15	(1)				
Sole Source	ITARC-91829-004-11/14	(1)	5/5/2012	937,450	294,780	642,670
	ITARC-91829-004-11/15	(1)				
ITARC-129	ITARC-28070-002-07/13		9/12/2012	4,000,000	438,796	3,561,204
	ITARC-28070-002-07/14	(1)				
	ITARC-28070-002-07/15	(1)				
	ITARC-28070-002-07/16					
PSEARC-006	ITARC-40503-001-06/15	(1)	6/26/2012	1,000,000	12,336	987,664
	ITARC-40503-001-06/17					
PUARC-1077	ITARC-72555-002-01/12	(1)	1/30/2009	500,000	127,600	372,400
PUARC-645	PEARC-72578-001-02/14	(1)	1/19/2007	109,483,646	1,483,733	107,999,913
	PEARC-72578-001-02/15	(1)				
	PEARC-72578-001-02/16	(1)				
PSEARC-006	PSEC-40503-001-07/13	(1)	6/26/2012	1,000,000	17,963	982,037
	PSEC-40503-001-06/14	(1)				
ITARC-075	ITARC-93639-003-05/11	(1)(2)	4/2/2009	340,000	345,348	(5,348)
ITARC-102	ITARC-20900-002-03/12	(1)	6/28/2011	560,000	200,500	359,500
ITARC-293	ITARC-91365-001-12/14	(1)	12/17/2013	1,774,705	600,512	1,174,193
	ITARC-91365-001-12/15					
Ventura Cnty	ITARC-95605-004-04/16	(1)(2)	6/10/2013	366,059	406,392	(40,333)
ITARC-141	ITARC-20689-001-07/13	(1)	7/26/2012	454,047	213,235	240,812
	ITARC-20689-001-07/14					
	ITARC-20689-001-07/15					
ITARC-260	ITARC-72555-005-06/15	(1)	4/29/2015	700,000	187,710	512,290
	ITARC-72555-005-06/19					
ITARC-260	ITARC-72555-006-6/15	(1)	6/19/2015	698,615	253,746	444,869
	ITARC-72555-006-6/19					
PEARC-016	ITARC-63639-001-02/15	(1)	2/25/2014	647,000	610,780	36,220
	ITARC-63639-001-02/16	(1)				

Attachment: Internal Audit Report 2016-001 - RCIT, Contract Amendments & Competetive Bidding (2736 : Internal Audit Report 2016-001 - RCIT,

Draft Internal Audit Report 2016-001
Riverside County Information Technology Department
Report Date: September 7, 2016
Summary of Contracts Selected for Review

Contract ID	PeopleSoft Contract No.		Contract Date	Allowable Amount	Amount Expensed	Contract Amount (Over)/Under
ITARC-150	ITARC-91829-001-02/15	(1)(2)	2/5/2013	$ 220,000	$ 234,950	$ (14,950)
Sole Source	ITARC-90662-004-06/13		11/1/2011	755,000	222,192	532,808
	ITARC-90662-004-06/14	(1)				
	ITARC-90662-004-06/15					
	ITARC-90662-004-06/16					
ITARC-069	ITARC-85000-004-10/12	(1)	3/5/2009	288,371	143,622	144,749
Sole Source	ITARC-92045-001-008-04/11	(1)	4/20/2006	370,384	204,287	166,097
PUARC-1002	ITARC-98527-001-11/12	(1)	11/9/2010	250,000	181,637	68,363
ITARC-180	ITARC-20900-002-06/14	(1)	7/1/2013	957,225	609,385	347,840
	ITARC-20900-002-06/15					
	ITARC-20900-002-06/17					
	ITARC-20900-002-06/18					
ITARC-267	ITARC-73000-001-06/15	(1)	7/1/2014	400,000	75,902	324,098
	ITARC-73000-001-06/17					
ITARC-069	ITARC-85000-004-11/14	(1)	5/19/2009	288,370	209,948	78,422
	ITARC-85000-004-11/15	(1)				
PEARC-021	ITARC-94155-001-09/15	(1)	11/24/2014	550,000	214,909	335,091
	ITARC-94155-001-11/19					
ITARC-219	ITARC-96163-001-03/15	(1)	3/25/2014	200,000	-	200,000
	ITARC-96163-001-03/19					
ITARC-207	ITARC-99022-001-10/14	(1)	11/1/2013	300,000	15,209	284,791
	ITARC-99022-001-10/15					
ITARC-266	ITARC-91551-001-07/15	(1)	6/17/2014	141,876	109,662	32,214
ITARC-118	ITARC-91551-002-11/13	(1)	1/9/2013	664,000	479,515	184,485
	ITARC-91551-002-11/14					
	ITARC-91551-002-11/15					
	ITARC-91551-002-11/17					
ITARC-1002	ITARC-60072-004-11/12		11/9/2010	280,000	138,515	141,485
	ITARC-60072-004-11/13	(1)				
	ITARC-60072-004-11/14	(1)				
	ITARC-60072-004-11/15	(1)				
ITARC-106	ITARC-92004-002-05/12	(1)(2)	5/25/2011	82,436	113,284	(30,848)
ITARC-076	ITARC-93972-005-05/14	(1)	5/8/2009	240,000	65,965	174,035
ITARC-076	ITARC-93972-006-05/14	(1)	5/8/2009	240,000	12,831	227,169
ITARC-199	ITARC-92033-001-12/14	(1)	2/7/2014	105,175	90,988	14,187
	ITARC-92033-001-12/17					
None	ITARC-83900-001-09/12	(1)	9/27/2011	90,000	80,317	9,683
	ITARC-83900-001-09/13					
ITARC-161A	ITARC-72536-002-06/14	(1)	8/7/2013	185,932	53,519	132,413
	ITARC-72536-002-06/15	(1)				
	ITARC-72536-002-06/16					

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Draft Internal Audit Report 2016-001
Riverside County Information Technology Department
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Summary of Contracts Selected for Review

Contract ID	PeopleSoft Contract No.		Contract Date	Allowable Amount	Amount Expensed	Contract Amount (Over)/Under
ITARC-114	ITARC-72512-001-11/12		11/16/2011	$ 180,000	$ 76,160	$ 103,840
	ITARC-72512-001-11/13					
	ITARC-72512-001-11/14	(1)				
ITARC-118	ITARC-91551-001-11/13		1/9/2013	664,000	186,174	477,826
	ITARC-91551-001-11/14	(1)				
	ITARC-91551-001-11/15					
	ITARC-91551-001-11/17					
Sole Source	ITARC-92045-001-04/15		2/28/2009	152,400	119,350	33,050
	ITARC-92045-001-04/16	(1)				
Sole Source	OSARC-92045-001-3/13		1/11/2011	152,400	147,212	5,188
	OSARC-92045-001-3/14	(1)				
PUARC-311	ITARC-73084-002-11/14	(1)	1/11/2011	58,605	22,547	36,058
ITARC-161A	ITARC-72536-001-06/14	(1)	7/9/2013	165,000	75,442	89,558
	ITARC-72536-001-06/15					
	ITARC-72536-001-06/16					
ITARC-107	ITARC-05579-001-07/14	(1)	7/17/2013	100,000	60,883	39,117
	ITARC-05579-001-07/15	(1)				
ITARC-120	ITARC-72574-003-11/12		11/1/2011	110,000	3,155	106,845
	ITARC-72574-003-11/14	(1)				
Sole Source	ITARC-92004-001-04/20	(1)	4/29/2015	50,000	48,919	1,081
ITARC-354	ITARC-92045-008-12/16	(1)	7/1/2015	100,000	50,000	50,000
None	ITARC-91551-001-003-08/12	(1)	9/26/2007	36,000	33,049	2,951
Sole Source	ITARC-91829-001-7/13		8/27/2012	54,730	55,505	(775)
	ITARC-91829-001-7/14	(1)(2)				
HRARC-056	HRARC-20477-001-12/14	(1)	12/18/2013	50,000	19,424	30,576
	HRARC-20477-001-12/15					
	HRARC-20477-001-12/16					
ITARC-107	ITARC-05579-001-03/12	(1)	7/17/2012	50,000	19,196	30,804
Sole Source	ITARC-20853-001-05/15	(1)	5/1/2013	50,000	11,092	38,908
	ITARC-20853-001-05/18					
Sole Source	ITARC-20853-001-4/14	(1)	5/1/2013	25,000	11,092	13,908
ITARC-091	ITARC-72559-002-04/11		3/28/2013	600,000	198,513	401,487
	ITARC-72559-002-04/14	(1)				
Sole Source	ITARC-91365-001-06-16	(1)	10/1/1911	40,000	3,400	36,600
None	ITARC-91551-003-07/12		7/1/2011	63,000	22,029	40,971
	ITARC-91551-003-07/14					
	ITARC-91551-003-07/15	(1)				
Sole Source	ITARC-90559-001-06/14	(1)	7/1/2013	30,000	7,566	22,434
	ITARC-90559-001-06/15	(1)				
	ITARC-90559-001-06/18	(1)				

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Draft Internal Audit Report 2016-001
Riverside County Information Technology Department
Report Date: September 7, 2016
Summary of Contracts Selected for Review

Contract ID	PeopleSoft Contract No.		Contract Date	Allowable Amount	Amount Expensed	Contract Amount (Over)/Under
ITARC-144	ITARC-20767-001-06/13		6/1/2012	$ 34,200	$ 26,100	$ 8,100
	ITARC-20767-001-06/14	(1)				
	ITARC-20767-001-06/15					
ITARC-174	ITARC-94655-001-06/14		6/17/2013	23,200	6,181	17,019
	ITARC-94655-001-06/15					
	ITARC-94655-001-06/16	(1)		-	-	-
Totals				**$ 269,270,134**	**$ 21,080,455**	**$ 248,189,679**

Notes:

(1) PeopleSoft contract selected to test the corresponding contract and its amendments. Although this PeopleSoft contract was selected the other PeopleSoft contracts listed without (1) next to it was also reviewed.

(2) Exceed the contract annual amount in one or more year(s).

Attachment: Internal Audit Report 2016-001 - RCIT, Contract Amendments & Competetive Bidding (2736 : Internal Audit Report 2016-001 - RCIT,

ATTACHMENT B

Draft Internal Audit Report 2016-001
Riverside County Purchasing and Fleet Services Department
Report Date: August 17, 2016
Summary of Contract Amendments

Contract ID	PeopleSoft Contract No.	Renewals	Allowable Renewals Amount **		Actual Renewal Amendments	Variance***
PUARC-645	PEARC-72524-001-003-03/12	1	$5,045,867		1	-
PUARC-1077	ITARC-72555-001-1/12	-	-		-	-
ITARC-038	ITARC-28070-002-008-01/12	2	-	*	-	2
ITARC-129	ITARC-28070-003-07/14	2	2,000,000		2	-
ITARC-033	ITARC-28748-001-008-11/11	-	-		-	-
ITARC-129	ITARC-28070-001-7/13	3	3,000,000		3	-
None	ITARC-20800-004-06/11	2	1,111,628		-	2
None	ITARC-91829-004-11/14	1	618,000		-	1
ITARC-129	ITARC-28070-003-07/13	3	3,000,000		2	1
PSEARC-006	ITARC-40503-001-06/15	1	-	*	-	1
PUARC-1077	ITARC-72555-002-01/12	-	-		-	-
PUARC-645	PEARC-72578-001-02/14	1	5,045,867		1	-
PSEARC-006	PSEC-40503-001-07/13	1	-	*	-	1
ITARC-075	ITARC-93639-003-05/11	-	-		-	-
ITARC-102	ITARC-20900-002-03/12	-	-		-	-
None	ITARC-91365-001-12/14	1	555,205		-	-
None	ITARC-95605-004-04/16	-	-		-	-
ITARC-141	ITARC-20689-001-07/13	2	-	*	-	2
ITARC-260	ITARC-72555-005-06/15	1	300,000		-	1
ITARC-260	ITARC-72555-006-6/15	1	300,000		-	1
PEARC-016	ITARC-63639-001-02/15	1	322,000		1	-
ITARC-150	ITARC-91829-001-02/15	-	-		-	-
None	ITARC-90662-004-06/14	3	675,000		-	3
ITARC-069	ITARC-85000-004-10/12	-	-		-	-
None	ITARC-92045-001-008-04/11	-	-		-	-
PUARC-1002	ITARC-98527-001-11/12	-	-		-	-
ITARC-180	ITARC-20900-002-06/14	3	740,000		-	3
ITARC-267	ITARC-73000-001-06/15	1	200,000		-	1
ITARC-069	ITARC-85000-004-11/14	1	144,185		-	1
PEARC-021	ITARC-94155-001-09/15	1	275,000		-	1
ITARC-219	ITARC-96163-001-03/15	1	100,000		-	1
ITARC-207	ITARC-99022-001-10/14	1	150,000		-	1
ITARC-266	ITARC-91551-001-07/15	-	-		-	-
ITARC-118	ITARC-91551-002-11/13	3	498,000		-	3
ITARC-1002	ITARC-60072-004-11/12	3	230,000		-	3
ITARC-106	ITARC-92004-002-05/12	-	-		-	-
ITARC-076	ITARC-93972-005-05/14	-	-		-	-
ITARC-076	ITARC-93972-006-05/14	-	-		-	-
ITARC-199	ITARC-92033-001-12/14	1	39,325		1	-
None	ITARC-83900-001-09/12	1	-	*	-	1
ITARC-161A	ITARC-72536-002-06/14	2	130,932		-	2

Attachment: Internal Audit Report 2016-001 - RCIT, Contract Amendments & Competetive Bidding (2736 : Internal Audit Report 2016-001 - RCIT,

Draft Internal Audit Report 2016-001
Riverside County Purchasing and Fleet Services Department
Report Date: August 17, 2016
Summary of Contract Amendments

Contract ID	PeopleSoft Contract No.	Renewals	Allowable Renewals Amount **		Actual Renewal Amendments	Variance***
ITARC-114	ITARC-72512-001-11/14	2	$ 130,000		-	2
ITARC-118	ITARC-91551-001-11/14	3	498,000		-	3
None	ITARC-92045-001-04/16	1	76,200		1	-
None	OSARC-92045-001-3/14	1	76,200		1	-
None	ITARC-73084-002-11/14	-	-		-	-
ITARC-161A	ITARC-72536-001-06/14	2	110,000		-	2
ITARC-107	ITARC-05579-001-07/14	1	50,000		-	1
ITARC-120	ITARC-72574-003-11/14	1	50,000		-	1
None	ITARC-92004-001-04/20	-	-		-	-
ITARC-354	ITARC-92045-008-12/16	-	-		-	-
None	ITARC-91551-001-003-08/12	-	-		-	-
None	ITARC-91829-001-7/14	1	27,365		-	1
HRARC-056	HRARC-20477-001-12/14	2	50,000		-	2
ITARC-107	ITARC-05579-001-03/12	-	-		-	-
None	ITARC-20853-001-05/15	1	25,000		-	1
None	ITARC-20853-001-4/14	-	-		-	-
None	ITARC-72559-002-04/14	1	-	*	-	1
None	ITARC-91365-001-06-16	-	-		-	-
None	ITARC-91551-003-07/15	2	42,000		-	2
None	ITARC-90559-001-06/14	2	20,000		-	2
ITARC-144	ITARC-20767-001-06/14	2	25,200			2
ITARC-174	ITARC-94655-001-06/14	2	16,000		-	2
Totals		**68**	**$25,676,974**		**13**	**54**

Note:

* Contract amount was an aggregate amount. The amendment extended the period of performance without increasing cost.

** Contracts run for one year period of performance with an option to renew for four one year periods. Renewal amount allowed for the additional period of performance beyond the original one year period of performance of the contract.

*** Variance is the difference between total possible renewals that could have been prepared and actual amendments signed by both parties.

Attachment: Internal Audit Report 2016-001 - RCIT, Contract Amendments & Competetive Bidding (2736 : Internal Audit Report 2016-001 - RCIT,

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

Item **2.8**

SUBMITTAL DATE: October 18, 2016

FROM : AUDITOR CONTROLLER:

SUBJECT: Internal Audit Report 2016-027: Riverside County Office on Aging, Change of Department Head, [District: All]; [$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Receive and file Internal Audit Report 2016-027: Riverside County Office on Aging, Change of Department Head

Consent

Paul Angulo
Paul Angulo, Director of Auditor Controller 10/19/2016

BACKGROUND:

Summary

We have completed an audit of Riverside County Office on Aging, Change of Department Head to provide independent, objective, and reliable assessments of internal controls to the Board of Supervisors and management in accordance with Board of Supervisors' Resolution 83-338. The audit was conducted to ensure accountability over the transfer of capital assets and revolving funds from the predecessor to the newly appointed department head.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	$ 0	$ 0	$ 0	$ 0
NET COUNTY COST	$ 0	$ 0	$ 0	$ 0

SOURCE OF FUNDS: n/a

Budget Adjustment: No

For Fiscal Year: n/a

C.E.O. RECOMMENDATION: APPROVE

BACKGROUND:

Summary (continued)

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

The audit covered the period January 7 through May 31, 2016. Based upon the results of our audit, we determined capital assets and revolving funds were transferred to the new director of Riverside County Office on Aging in a timely manner. However, we identified opportunities for improvement of internal controls relating to revolving funds.

Impact on Residents and Businesses

Provide an assessment of internal controls over the audited areas.

SUPPLEMENTAL:

Additional Fiscal Information

Not Applicable

ATTACHMENT A.

Riverside County Auditor-Controller's Office - Internal Audit Report 2016-027: Riverside County Office on Aging, Change of Department Head

COUNTY OF RIVERSIDE
OFFICE OF THE AUDITOR-CONTROLLER

County Administrative Center
4080 Lemon Street, 11th Floor
P.O. Box 1326
Riverside, CA 92502-1326
(951) 955-3800
Fax (951) 955-3802

AUDITOR CONTROLLER
COUNTY OF RIVERSIDE

Paul Angulo, CPA, MA
Riverside County Auditor-Controller

Frankie Ezzat, MPA
Assistant Auditor-Controller

September 7, 2016

Anna Martinez, Director
Riverside County Office on Aging
6996 River Crest Drive, Suite K
Riverside, CA 92507-0738

Subject: **Internal Audit Report 2016-027: Riverside County Office on Aging, Change of Department Head**

Dear Ms. Martinez:

We have completed an audit of the Riverside County Office on Aging. In an effort to provide independent, objective, and reliable assessments of internal controls to the Board of Supervisors and management in accordance with Board of Supervisors Resolution 83-338, we conducted a Change of Department Head audit. This audit is conducted to ensure accountability over the transfer of revolving funds and capital assets from the predecessor to the newly appointed department head. The audit covered the period of January 7 through May 31, 2016.

We conducted our audit in accordance with the International Standards for the Professional Practice of Internal Auditing. These standards require that we plan and perform the audit to obtain sufficient, reliable, relevant and useful information to provide reasonable assurance that our objective as described above is achieved. An internal audit includes the systematic analysis of information to evaluate and improve the effectiveness of internal controls. We believe this audit provides a reasonable basis for our conclusion.

Internal controls are processes designed to provide management reasonable assurance of achieving efficiency of operations, compliance with laws and regulations, and reliability of financial and non-financial information. Management is responsible for establishing and maintaining adequate internal controls. Our responsibility is to evaluate the internal controls.

Based upon the results of our audit, we determined capital assets and revolving funds were transferred to the new director of Riverside County Office of Aging in a timely manner. However, we identified opportunities for improvement of internal controls relating to revolving funds.

Attachment: Internal Audit Report 2016-027 - Office on Aging, Change of Department Head (2735 : Internal Audit Report 2016-027 - Office on

AUDITOR CONTROLLER
COUNTY OF RIVERSIDE

Internal Audit Report 2016-027: Riverside County Office on Aging, Change of Department Head

As requested, in accordance with paragraph III.C of the Board of Supervisors Resolution 83-338, management responded to the reported conditions and recommendations contained in our report. Management's responses are included in the report. We will follow up to verify management implemented corrective actions.

We thank the Riverside County Office on Aging management and staff for their cooperation; their assistance contributed significantly to the successful completion of this audit.

Paul Angulo, CPA, MA
Riverside County Auditor-Controller

By: René Casillas, CPA, CRMA
Interim Chief Internal Auditor

cc: Board of Supervisors
Executive Office
Grand Jury

Attachment: Internal Audit Report 2016-027 - Office on Aging, Change of Department Head (2735 : Internal Audit Report 2016-027 - Office on

AUDITOR CONTROLLER
COUNTY OF RIVERSIDE

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AUDITOR CONTROLLER
COUNTY OF RIVERSIDE

Executive Summary

Overview

Riverside County Office on Aging (Office on Aging) serves to promote and support a life of dignity, well-being and independence for older adults and persons with disabilities. The Office on Aging's core value is every person has "*the right to age with dignity*."

The Office on Aging is located within the city boundary of Riverside (West County Office), with satellite offices in Coachella Valley (La Quinta Office) and Hemet (Hemet Senior Service Center). The Office on Aging is funded by public and private funds from federal, state, county, and local sources, including voluntary contributions.

The outgoing Director for Riverside County Office on Aging separated on December 28, 2015 and the new Director was appointed on January 7, 2016.

Audit Objective

Our audit objective is to provide management and the Board of Supervisors with an independent assessment of internal controls over the transfer of revolving funds and capital assets when there is a change in department head.

Audit Conclusion

Based upon the results of our audit, we determined capital assets and revolving funds were transferred to the new director of Riverside County Office of Aging in a timely manner. However, we identified opportunities for improvement of internal controls relating to revolving funds.

Attachment: Internal Audit Report 2016-027 - Office on Aging, Change of Department Head (2735 : Internal Audit Report 2016-027 - Office on

AUDITOR CONTROLLER
COUNTY OF RIVERSIDE

Revolving Funds

Background

Under the authority of Government Code Section 29320-29334, the Riverside County Board of Supervisor's adopted Board Resolution 74-156 on May 14, 1974, authorizing the establishment of a revolving fund, under the custodianship of a county officer, for use on official county business. The Board of Supervisors adopted Board Resolution 83-338, authorizing the Riverside County Auditor-Controller to audit revolving funds of any officer accountable for such resources upon transfer of such resources to a new officer.

The Office on Aging has a revolving fund with an authorized amount of $5,600. Of the $5,600, the department maintains $5,000 in a checking account and $600 as petty cash. The petty cash is currently split between two department locations - $575 is assigned at the main office and $25 at its Blythe satellite location. The funds can be used to pay for reimbursement for travel expenses, training classes, office supplies and other department and program business purposes when normal requisition procedures are not possible. Petty cash is primarily used to pay for general office expenses including postage, refreshments for meetings and any incidentals.

The Office on Aging has an established process in place for the use of revolving funds. Access to petty cash and checkbook is limited to the fund custodian and one back-up individual. We physically observed the petty cash and checkbook are kept in a locked safe and access is limited to the two individuals who have access to the locked safe. A sample of the revolving fund replenishment transactions and the supporting documentation were reviewed to ensure the transactions were for office county business use.

We reviewed and verified Riverside County Auditor-Controller Standard Practice Manual Form AR-1; *Revolving Fund Request Order & Change Form* was completed and properly filed with the Riverside County Auditor-Controller's Office for the transfer of custodianship of the revolving fund. However, we identified opportunities for improvement in internal controls relating to revolving fund reconciliations and segregation of duties.

Riverside County Auditor-Controller Revolving Fund Guidelines provided at the Monthly Accounting Meeting on September 15, 2011 requires monthly preparation of the checking account reconciliations by an independent person with no revolving fund duties, and initialed and dated by preparer and reviewer.

Riverside County Auditor-Controller Standard Practice Manual 605, *Reporting Cash Overages and Shortages* require department heads ensure that Standard Practice Manual Form AR-4, *Cash Overage/Shortage Monthly Report for Department Heads* is prepared on a monthly basis for all cash overages and shortages.

Riverside County Auditor-Controller Standard Practice Manual Number 1001 (formerly 104), *Internal Controls, Procedure B (Control Principles),* states the following:

Attachment: Internal Audit Report 2016-027 - Office on Aging, Change of Department Head (2735 : Internal Audit Report 2016-027 - Office on

- Segregation of duties: Duties are divided or segregated so that no one person has complete control over a key function or activity.

- Review and reconciliation: Records are routinely examined and reconciled to determine that transactions were properly processed.

Objective

To determine if the required form for the transfer of accountability of revolving funds from the predecessor to the new appointed department head was completed, and properly filed with the Riverside County Auditor-Controller's Office. Also, to assess the adequacy of internal controls over the safeguarding of the revolving funds.

Audit Methodology

To accomplish our objectives, we:

- Obtained the Riverside County Auditor-Controller Standard Practice Manual Form AR-1, *Revolving Fund Request Order & Change Form* for the establishment and transfer of the revolving funds.

- Interviewed key personnel and reviewed department procedures for revolving funds.

- Verified revolving fund reconciliations were prepared.

- Performed a surprise cash count and reconciled to the fund assignment amount.

- Verified adequate segregation of duties existed.

Finding 1: Bank Reconciliations

The department did not perform bank reconciliations for the period January through April 2016. As a result, overages and shortages ranging from $48 to $160 were not reported to the Auditor-Controller's Office. This may be in part due to the fact that the department did not use the department's reconciliation form indicated in their Revolving Fund Procedures. Performance of monthly revolving fund reconciliation is a critical internal control to ensure errors or fraudulent activities do not go undetected.

Recommendation 1.1

Ensure monthly bank reconciliations are prepared, documented in a revolving fund form, signed and dated by the preparer and reviewer.

Management's Reponse:

"Concur. Office on Aging concurs and will ensure all existing and new fiscal staff adheres to the Revolving Fund Procedures for the preparation of the revolving fund reconciliations.

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AUDITOR CONTROLLER
COUNTY OF RIVERSIDE

Revolving Fund Procedures will be introduced at Fiscal Team Meetings on an annual basis, or as needed."

Actual/estimated Date of Corrective Action: Immediately.

Recommendation 1.2

Investigate reconciliation discrepancies immediately and report any overages or shortages to the Auditor Controller's Office on a monthly basis.

Management's Reponse:

"Concur. Office on Aging investigated the reconciliation discrepancy and reported an overage of $68.76 on Standard Practice Manual (SPM) Form AR-4 to the Auditor-Controller's Office on August 2, 2016. Any future overages or shortages will be reported on a monthly basis."

Actual/estimated Date of Corrective Action: Immediately.

Finding 2: Petty Cash Reconciliations

The department performs monthly petty cash reconciliations, but the preparer and reviewer do not sign and date the reconciliations. The petty cash custodian indicated she had recently been assigned to handle revolving fund duties.

Recommendation 2

Ensure monthly petty cash reconciliations are signed and dated by the preparer and reviewer.

Management's Reponse:

"Concur. Office on Aging concurs and will ensure monthly petty cash reconciliations are signed and dated by the Accountant II (Preparer) and the Senior Accountant (Reviewer) through a periodic cursory review conducted by the Deputy Director for Administration."

Actual/estimated Date of Corrective Action: Immediately.

Finding 3: Segregation of Duties

There was no segregation of duties over the accounting and record keeping functions for the revolving fund. Our review disclosed the petty cash and checkbook custodian, prepares checks, deposits checks to the revolving fund bank account, and reconciles the petty cash fund. If one individual has responsibility for more than one of these duties, assets might be misappropriated and concealed without discovery during the normal course of business.

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AUDITOR CONTROLLER
COUNTY OF RIVERSIDE

Recommendation 3

Ensure the person reconciling the revolving fund is independent of the cash handling and record keeping function of the fund.

Management's Reponse:

"Concur. Office on Aging concurs and has implemented a change over the accounting and record keeping functions for the revolving fund to ensure segregation of duties. Effective August 15, 2016, the Accountant I will be over the cash handling and record keeping function of the fund, with the Accountant II preparing the monthly reconciliation and the Senior Accountant will be the reviewer of the monthly reconciliation."

Actual/estimated Date of Corrective Action: August 15, 2016.

Attachment: Internal Audit Report 2016-027 - Office on Aging, Change of Department Head (2735 : Internal Audit Report 2016-027 - Office on

AUDITOR CONTROLLER
COUNTY OF RIVERSIDE

Capital Assets

Background

Capital assets are tangible assets of significant value which have a utility that extends beyond the current year, and are broadly classified as land (valued at $1 or more), buildings and improvements, infrastructure, and equipment (acquisition cost of $5,000 or greater).

Per the Riverside County Auditor-Controller's Standard Practice Manual, Policy Number 912, *Transfer of Accountability on Capital Assets*, upon retirement or termination of a department head, accountability for capital assets must be transferred to the new or acting department head and notification filed with the Riverside County Auditor-Controller's Office.

As of January 7, 2016, the time the new director was appointed/elected and acknowledged receipt of capital assets from the outgoing officer, the Riverside County Office on Aging maintained 13 capital assets in the Riverside County financial system asset module, consisting of vehicles and copiers, with the combined acquisition cost of $185,886.

Objective

To determine if the required Standard Practice Manual Form AM-1, *The Inventory of County Property for Capital Assets*, for the transfer of accountability of capital assets from the predecessor to the new appointed department head was completed and properly filed with the Riverside County Auditor-Controller's Office.

Audit Methodology

To accomplish our objectives, we:

- Obtained an understanding of board policies and applicable standards.
- Established the date of the department head change.
- Verified proper forms for the transfer of accountability of capital assets were completed and submitted to the Riverside County Auditor-Controller's Office.

Based upon the results of our testing, we verified Riverside County Auditor-Controller Standard Practice Manual Form AM-1, *The Inventory of County Property for Capital Assets* was completed and properly filed with the Riverside County Auditor-Controller's Office.

Attachment: Internal Audit Report 2016-027 - Office on Aging, Change of Department Head (2735 : Internal Audit Report 2016-027 - Office on

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

Item **2.9**

SUBMITTAL DATE:
October 26, 2016

FROM : CLERK OF THE BOARD:

SUBJECT: Approval of the November 2016 Commemorative List of Presentations

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached list of recurring Board proclamations for the month of November 2016 (Attachment A) and authorize the Chairman or other Supervisor(s) to direct staff to draft and execute said proclamations.

BACKGROUND:

Summary

The Board receives many requests for proclamations to recognize annually recurring events and observances and the month of November recognizes many worthy events and causes as listed in the attachment.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	$	$	$	$
NET COUNTY COST	$	$	$	$
SOURCE OF FUNDS:			Budget Adjustment:	
			For Fiscal Year:	

C.E.O. RECOMMENDATION:

Any member of the Board of Supervisors can request through the Chairman that a new presentation or any presentations on the annual adopted list be made at a specific Board meeting.

Impact on Residents and Businesses

Allows the Board of Supervisors to recognize the many monthly events and causes listed in an efficient and timely manner.

ATTACHMENTS:

Attachment A - November 2016 Board Proclamations

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

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Month of November Commemorative List:

American Diabetes Month

Epilepsy Awareness Month

Family Caregivers Month

National Adoption Awareness Month

National Alzheimer Disease Awareness Month

National Hospice Month

Native American Heritage Month

National Animal Shelter Appreciation Week (November 6-12)

Election Day (November 8)

Veterans Day (November 11)

American Education Week (November 14-18)

America Recycles Day (November 15)

Great American Smoke out (November 17)

Thanksgiving (November 24)

Attachment: November Commemorative List (2843 :

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

Item **2.10**

SUBMITTAL DATE:
October 6, 2016

FROM : COUNTY COUNSEL:

SUBJECT: Approval of the Conflict of Interest Code of the San Gorgonio Healthcare District [District 5] [$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Conflict of Interest Code submitted by San Gorgonio Healthcare District; and.
2. Direct the Clerk of the Board to notify the San Gorgonio Healthcare District of the action taken.

Consent

BACKGROUND:

Summary

Government Code section 87306.5 requires that all local agencies review their Conflict of Interest Code, and the listings of designated positions for employees who must disclose along with the types of disclosure required, and make appropriate amendments to each as required.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	$ 0	$ 0	$ 0	$ 0
NET COUNTY COST	$ 0	$ 0	$ 0	$ 0

SOURCE OF FUNDS: N/A	Budget Adjustment: N/A
	For Fiscal Year: N/A

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary (continued)

Government Code Section 82011 identifies the Board of Supervisors for the County of Riverside as the code reviewing body for a local government agency within its county. A local government agency, as defined by Government Code Section 82041, includes the San Gorgonio Healthcare District.

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

San Gorgonio Healthcare District recently amended its Conflict of Interest Code to designate new positions and has submitted it for approval by the Board of Supervisors as the code reviewing body.

This office has reviewed the revised Conflict of Interest Code and has found that it complies with statutory requirements. A complete copy of San Gorgonio Healthcare District's Conflict of Interest Code as revised is attached.

It is recommended that the Board of Supervisors approve San Gorgonio Healthcare District's Code as revised and that the Clerk of the Board notify the Agency of the action taken.

Impact on Residents and Businesses
N/A

SUPPLEMENTAL:
Additional Fiscal Information
N/A

Contract History and Price Reasonableness
N/A

ATTACHMENTS:

ATTACHMENT A. San Gorgonio Healthcare District's Conflict of Interest Code

CONFLICT OF INTEREST CODE

OF THE

SAN GORGONIO MEMORIAL

HEALTHCARE DISTRICT

September 13, 2016

Attachment: San Gorgonio Healthcare Dist. COI Code approved as to form (2622 : Approval of the Conflict of Interest Code of the San

CONFLICT OF INTEREST CODE

OF THE

SAN GORGONIO MEMORIAL HEALTHCARE DISTRICT

(Amended September 13, 2016)

The Political Reform Act (Government Code Section 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted 2 Cal. Code of Regs. Section 18730 which contains the terms of a standard conflict of interest code which can be incorporated by reference in an agency's code. After public notice and hearing Section 18730 may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation (attached) and the attached Appendix designating officials and employees and establishing disclosure categories, shall constitute the conflict of interest code of the San Gorgonio Memorial Healthcare District (the "District")

All Officials and Designated Employees required to submit a statement of economic interests shall file their statements with the District Secretary as the District's Filing Officer within 30 days of taking office, annually, and within 30 days of leaving office. The Filing Officer shall make and retain a copy of all statements filed by Board of Directors and Chief Executive Officer, and forward the originals of such statements to the Clerk of the Board of Supervisors. The Filing Officer shall retain the originals of the statements of all other Designated Employees. The Filing Officer will make all retained statements available for public inspection and reproduction during regular business hours. (Gov. Code Section 81008.)

Attachment: San Gorgonio Healthcare Dist. COI Code approved as to form (2622 : Approval of the Conflict of Interest Code of the San

CONFLICT OF INTEREST CODE

OF THE

SAN GORGONIO MEMORIAL

HEALTHCARE DISTRICT

EXHIBIT "A"

OFFICIALS WHO MANAGE PUBLIC INVESTMENTS

District Officials who manage public investments, as defined by 2 Cal. Code of Regs. § 18701(b), are NOT subject to the District's Code, but are subject to the disclosure requirements of the Act. (Government Code Section 87200 et seq.). [Regs. § 18730(b)(3)] These positions are listed here for informational purposes only.

It has been determined that the positions listed below are officials who manage public investments[1]:

Board of Directors

Chief Executive Officer

Chief Financial Officer

Financial Consultants

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[1] Individuals holding one of the above-listed positions may contact the FPPC for assistance or written advice regarding their filing obligations if they believe that their position has been categorized incorrectly. The FPPC makes the final determination whether a position is covered by § 87200.

Attachment: San Gorgonio Healthcare Dist. COI Code approved as to form (2622 : Approval of the Conflict of Interest Code of the San

DESIGNATED POSITIONS

GOVERNED BY THE CONFLICT OF INTEREST CODE

DESIGNATED EMPLOYEES' TITLE OR FUNCTION	DISCLOSURE CATEGORIES ASSIGNED
Hospital Chief Executive Officer	1, 2
Hospital Chief Financial Officer	1, 2
General Counsel	1, 2
Chief Information Officer	5
Chief Nursing Officer	4
Compliance Officer	5
Controller	4
Director, Behavioral Health Center	5
Director, Case Management	5
Director, Clinical Laboratory	5
Director, Construction Management	4
Director, Diagnostic Imaging	5
Director, Dietary Services	5
Director, Emergency Department Nurse	5
Director, Environmental Safety/Security/Emergency Preparedness	5
Director, Environmental Services	5
Director, Health Information Management	5
Director, ICU/DOU	5
Director, Infection Control	5
Director, Materials Management	4
Director, Medical Staff Services	5

Approved by San Gorgonio Memorial Healthcare District Board of Directors – September 13, 2016

Attachment: San Gorgonio Healthcare Dist. COI Code approved as to form (2622 : Approval of the Conflict of Interest Code of the San

DESIGNATED EMPLOYEES' TITLE OR FUNCTION	DISCLOSURE CATEGORIES ASSIGNED
Director, Medical Surgical	5
Director, Nursing Resources & Cardio Pulmonary Services	5
Director, Obstetrical/GYN Services	5
Director, Patient Financial Services	5
Director, Performance Improvement	5
Director, Pharmacy	5
Director, Physical Therapy	5
Director, Plant Operations	5
Director, Surgical Services	5

MEMBERS OF BOARDS, COMMITTEES AND COMMISSIONS	
Healthcare District & Hospital Board of Directors	1, 2
Measure A Community Oversight Committee	3, 5
Measure D Community Oversight Committee	3, 5

Consultant[2]

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2 Consultants shall be included in the list of Designated Employees and shall disclose pursuant to the broadest disclosure category in this Code subject to the following limitation:

The Chief Executive Officer may determine in writing that a particular consultant, although a "designated position," is hired to perform a range of duties that are limited in scope and thus is not required to fully comply with the disclosure requirements described in this Section. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The Chief Executive Officer's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

Attachment: San Gorgonio Healthcare Dist. COI Code approved as to form (2622 : Approval of the Conflict of Interest Code of the San

EXHIBIT "B"

DISCLOSURE CATEGORIES

The disclosure categories listed below identify the types of investments, business entities, sources of income, including gifts, loans and travel payments, or real property which the Designated Employee must disclose for each disclosure category to which he or she is assigned.

Category 1: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that are located in, do business in, or own real property within the jurisdiction of the District.

Category 2: All interests in real property which is located in whole or in part within, or not more than two (2) miles outside, the jurisdiction of the District.

Category 3: All investments and business positions, and sources of income, including gifts, loans and travel payments that are engaged in land development, construction or the acquisition or sale of real property within the jurisdiction of the District.

Category 4: All investments and business positions, and sources of income, including gifts, loans and travel payments, that provide services, supplies, materials, machinery, vehicles or equipment of a type purchased or leased by the District.

Category 5: All investments and business positions, and sources of income, including gifts, loans and travel payments, that provide services, supplies, materials, machinery, vehicles or equipment of a type purchased or leased by the Designated Employee's department, unit or division.

Approved by San Gorgonio Memorial Healthcare District Board of Directors – September 13, 2016

RM APPROVED COUNTY COUNSEL KRISTINE BELL-VALDEZ DATE 10/6/16

Attachment: San Gorgonio Healthcare Dist. COI Code approved as to form (2622 : Approval of the Conflict of Interest Code of the San

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

SUBMITTAL DATE:
October 19, 2016

FROM : COUNTY COUNSEL:

SUBJECT: Approval of the Conflict of Interest Code of the Desert Recreation District [District 4] [$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Conflict of Interest Code submitted by the Desert Recreation District; and
2. Direct the Clerk of the Board to notify the Desert Recreation District of the action taken.

Consent

BACKGROUND:

Summary

Government Code section 87306.5 requires that all local agencies review their Conflict of Interest Code, and the listings of designated positions for employees who must disclose along with the types of disclosure required, and make appropriate amendments to each as required.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	$ 0	$ 0	$ 0	$ 0
NET COUNTY COST	$ 0	$ 0	$ 0	$ 0

SOURCE OF FUNDS: N/A	**Budget Adjustment:** N/A
	For Fiscal Year: N/A

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary (continued)

Government Code Section 82011 identifies the Board of Supervisors for the County of Riverside as the code reviewing body for a local government agency within its county. A local government agency, as defined by Government Code Section 82041, includes Desert Recreation District.

Desert Recreation District recently revised its Conflict of Interest Code and has submitted it to the Board of Supervisors as the code reviewing body.

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

This office has reviewed the revised Conflict of Interest Code and has found that it complies with statutory requirements. A copy of Desert Recreation District's revised Conflict of Interest Code is attached.

It is recommended that the Board of Supervisors approve Desert Recreation District's Code as revised and that the Clerk of the Board notify the Agency of the action taken.

Impact on Residents and Businesses

N/A

SUPPLEMENTAL:

Additional Fiscal Information

N/A

Contract History and Price Reasonableness

N/A

ATTACHMENTS:

ATTACHMENT A. Desert Recreation District Conflict of Interest Code

Attachment: Desert Recreation District COI Code (2620 : Approval of the Conflict of Interest Code of the Desert Recreation District)

RESOLUTION NO. 16-44

RESOLUTION OF THE BOARD OF DIRECTORS OF THE DESERT RECREATION DISTRICT AMENDING THE DESERT RECREATION DISTRICT'S CONFLICT OF INTEREST CODE PURSUANT TO THE POLITICAL REFORM ACT OF 1974

WHEREAS, the Legislature of the State of California has enacted the Political Reform act of 1974, Government Code Section 81000 et. seq. (the "Act"), which requires all public agencies, including but not limited to the Desert Recreation District ("District") to adopt and keep updated a conflict of interest code; and

WHEREAS, the District has a Conflict of Interest Code which was last amended December 10, 2014 and which now requires updating; and

WHEREAS, the regulations implementing the Act provide that the District may adopt the terms of 2 Cal. Code of Regulations Section 18730 in order to adopt a conflict of interest code which will be self-updating as the regulations are updated; and

WHEREAS, at the same time as the District adopts Section 18730, the District must also update and adopt a designation of employees covered by the conflict of interest code and the disclosure categories for each employee as set out in **Appendix A** to this Resolution adopting Section 18730 by reference; and

WHEREAS, such designation and disclosures for each designated employee are set out in the Appendix to this Resolution; and

WHEREAS, the designated employees shall file forms with the District's Clerk of the Board, who shall forward them to the Riverside County Clerk of the Board of Supervisors; and

WHEREAS, the potential penalties for violation of the provisions of the Act are substantial and may include criminal and civil liability, as well as equitable relief which could result in the District being restrained or prevented from acting in cases where the provisions of the Act may have been violated; and

WHEREAS, notice of the time and place of the District Board meeting and of consideration by the Board of the proposed amended Conflict of Interest Code has been provided to each designated employee and publicly posted for review at the offices of the District Secretary (Clerk).

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the District does hereby adopt by reference the provisions of 2 Cal. Code of Regulations Section 18730 along with Appendix A containing an updated designation of employees and disclosure categories as its Conflict of Interest Code, a copy of which is attached hereto and available for inspection by the public.

RESOLUTION NO. 16-44

BE IT FURTHER RESOLVED that said amended Conflict of Interest Code shall become effective on September 14, 2016 and that the District Clerk of the Board shall provide a copy of such Code to the Riverside County Clerk of the Board of Supervisors, the code reviewing body.

PASSED, APPROVED AND ADOPTED this 14th day of September 2016 by the following vote:

AYES: Gutierrez, Paz,Gilbert, Acosta, McGalliard

NOES:

ABSENT:

ABSTAIN:

Desert Recreation District

By: Joanne Gilbert
President of the Board

I hereby certify that the Board of Directors of the Desert Recreation District adopted the foregoing Resolution No. 16-44 at a regular meeting held on September 14, 2016.

Kevin Kalman, General Manager

Attachment: Desert Recreation District COI Code (2620 : Approval of the Conflict of Interest Code of the Desert Recreation District)

RESOLUTION NO. 16-44

APPENDIX "A"

DESIGNATED POSITIONS & DISCLOSURE CATEGORIES

The persons in the following positions are deemed to be "designated employees" within the meaning of Government Code section 82019 and the District's Conflict of Interest Code. Such persons shall file appropriate disclosure statements in accordance with the disclosure category listed for them, as specified below:

Position	Disclosure Category
Board Member	1
General Manager	1
Assistant General Manager	1
District Clerk	1
Executive Director – First Tee	1
Director of Finance and Administration	1
Director of Planning and Public Works	1
Human Resources Administrator	1
Information Systems Administrator	1
Marketing & Public Information Officer	1
Accounting Supervisor	1
Parks and Grounds Manager	1
Community Services Supervisor	1
Consultant	1

Disclosure Category 1:

(1) All sources of income, (2) all interest in real property, and (3) all investments and business positions in business entities.

* The General Manager may determine in writing that a particular consultant, although a "designated position," is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The General Manager's

FORM APPROVED COUNTY COUNSEL
BY KRISTINE BELL-VALDEZ DATE 10/12/16

Attachment: Desert Recreation District COI Code (2620 : Approval of the Conflict of Interest Code of the Desert Recreation District)

determination is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code.

Attachment: Desert Recreation District COI Code (2620 : Approval of the Conflict of Interest Code of the Desert Recreation District)

Desert Recreation District

Administrative Manual

SUBJECT: Conflict of Interest Code

SECTION: General Administration **POLICY NUMBER:** AP 021

DATE PREPARED: October 10, 2012 **DATE REVISED:** September 14, 2016

Purpose

To set forth the Desert Recreation District (District) Administrative policy for adopting and updating its Conflict of Interest Code in compliance with the Political Reform Act of 1974, Government Code Section 81000 et. seq. (the "Act"), which requires all public agencies to adopt and keep current a conflict of interest code.

Authority

The General Manager (or his/her designee) shall have authority to review and adjust the Conflict of Interest Code on a biennial basis that coincides with Biennial Notice for Amendments to Conflict of Interest Code.

The District Board of Directors, by resolution will approve any adjustments to the Conflict of Interest Code on a biennial basis that coincides with Biennial Notice for Amendments to Conflict of Interest Code.

The Riverside County Board of Supervisors is the Code Reviewing Body. The amended code is not effective until it has been approved by the Riverside County Board of Supervisors.

Policy

Reference: Title 2, Section 18730; Government Code Sections 87103e, 87300-87302, 89501, 89502, 89503

Pursuant to Section 18730 of Title 2 of the California Code of Regulations, incorporation by reference of the terms of this regulation along with the designation of employees and the formulation of disclosure categories in Section 13 referred to below constitute the adoption and promulgation of a conflict of interest code within the meaning of Government Code section 87300 or the amendment of a conflict of interest code within the meaning of Government Code section 87306 if the terms of this regulation are substituted for terms of a conflict of interest code already in effect. A code so amended or adopted and promulgated requires the reporting of reportable items in a manner substantially equivalent to the requirements of article 2 of chapter 7 of the Political Reform Act, Government Code sections 81000, et seq. The requirements of a conflict of interest code are in addition to other requirements of the Political Reform Act, such as the general prohibition against conflicts of interest contained in Government Code section 87100, and to other state or local laws

FORM APPROVED COUNTY COUNSEL
BY KRISTINE BELL-VALDEZ 10/19/16 DATE

Attachment: Desert Recreation District COI Code (2620 : Approval of the Conflict of Interest Code of the Desert Recreation District)

pertaining to conflicts of interest.

Section 1. Definitions

The definitions contained in the Political Reform Act of 1974, regulations of the Fair Political Practices Commission (2 Cal. Code of Regs. sections 18100, et seq.), and any amendments to the Act or regulations, are incorporated by reference into this conflict of interest code.

Section 2. Designated Employees

The persons holding positions listed in Section 13 are designated employees. It has been determined that these persons make or participate in the making of decisions which may foreseeably have a material effect on financial interests.

Section 3. Disclosure Categories

This code does not establish any disclosure obligation for those designated employees who are also specified in Government Code section 87200 if they are designated in this code in that same capacity or if the geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction in which those persons must report their economic interests pursuant to article 2 of chapter 7 of the Political Reform Act, Government Code sections 87200, et seq. In addition, this code does not establish any disclosure obligation for any designated employees who are designated in a conflict of interest code for another agency, if all of the following apply:

A. The geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction of the other agency;

B. The disclosure assigned in the code of the other agency is the same as that required under article 2 of chapter 7 of the Political Reform Act, Government Code section 87200; and

C. The filing officer is the same for both agencies.[1] Such persons are covered by this code for disqualification purposes only. With respect to all other designated employees, the disclosure categories set forth in Section 13 specify which kinds of economic interests are reportable. Such a designated employee shall disclose in his or her statement of economic interests those economic interests he or she has which are of the kind described in the disclosure categories to which he or she is assigned in Section 13. It has been determined that the economic interests set forth in a designated employee's disclosure categories are the kinds of economic interests which he or she foreseeably can affect materially through the conduct of his or her office.

Section 4. Statements of Economic Interests

Place of Filing. The code reviewing body shall instruct all designated employees within its code to file statements of economic interests with the agency or with the code reviewing body, as provided by the code reviewing body in the agency's conflict of interest code.[2]

Attachment: Desert Recreation District COI Code (2620 : Approval of the Conflict of Interest Code of the Desert Recreation District)

Section 5. Statements of Economic Interests

Time of Filing.

A. Initial Statements. All designated employees employed by the agency on the effective date of this code, as originally adopted, promulgated and approved by the code reviewing body, shall file statements within 30 days after the effective date of this code. Thereafter, each person already in a position when it is designated by an amendment to this code shall file an initial statement within 30 days after the effective date of the amendment.

B. Assuming Office Statements. All persons assuming designated positions after the effective date of this code shall file statements within 30 days after assuming the designated positions, or if subject to State Senate confirmation, 30 days after being nominated or appointed.

C. Annual Statements. All designated employees shall file statements no later than April 1.

D. Leaving Office Statements. All persons who leave designated positions shall file statements within 30 days after leaving office.

Section 5.5. Statements for Persons Who Resign Prior to Assuming Office

Any person who resigns within 12 months of initial appointment, or within 30 days of the date of notice provided by the filing officer to file an assuming office statement, is not deemed to have assumed office or left office, provided he or she did not make or participate in the making of, or use his or her position to influence any decision and did not receive or become entitled to receive any form of payment as a result of his or her appointment. Such persons shall not file either an assuming or leaving office statement.

A. Any person who resigns a position within 30 days of the date of a notice from the filing officer shall do both of the following:

1. File a written resignation with the appointing power; and
2. File a written statement with the filing officer declaring under penalty of perjury that during the period between appointment and resignation he or she did not make, participate in the making, or use the position to influence any decision of the agency or receive, or become entitled to receive, any form of payment by virtue of being appointed to the position.

Section 6. Contents of and Period Covered by Statements of Economic Interests:

A. Contents of Initial Statements. Initial statements shall disclose any reportable investments, interests in real property and business positions held on the effective date of the code and income received during the 12 months prior to the effective date of the code.

B. Contents of Assuming Office Statements. Assuming office statements shall disclose any reportable investments, interests in real property and business positions held on the date of assuming office or, if subject to State Senate confirmation or appointment, on

Attachment: Desert Recreation District COI Code (2620 : Approval of the Conflict of Interest Code of the Desert Recreation District)

the date of nomination, and income received during the 12 months prior to the date of assuming office or the date of being appointed or nominated, respectively.

C. Contents of Annual Statements. Annual statements shall disclose any reportable investments, interests in real property, income and business positions held or received during the previous calendar year provided, however, that the period covered by an employee's first annual statement shall begin on the effective date of the code or the date of assuming office whichever is later.

D. Contents of Leaving Office Statements. Leaving office statements shall disclose reportable investments, interests in real property, income and business positions held or received during the period between the closing date of the last statement filed and the date of leaving office.

Section 7. Manner of Reporting

Statements of economic interests shall be made on forms prescribed by the Fair Political Practices Commission and supplied by the agency, and shall contain the following information:

A. Investments and Real Property Disclosure. When an investment or an interest in real property[3] is required to be reported,[4] the statement shall contain the following:

1. A statement of the nature of the investment or interest;
2. The name of the business entity in which each investment is held, and a general description of the business activity in which the business entity is engaged;
3. The address or other precise location of the real property;
4. A statement whether the fair market value of the investment or interest in real property exceeds two thousand dollars ($2,000), exceeds ten thousand dollars ($10,000), exceeds one hundred thousand dollars ($100,000), or exceeds one million dollars ($1,000,000).

B. Personal Income Disclosure. When personal income is required to be reported,[5] the statement shall contain:

1. The name and address of each source of income aggregating five hundred dollars ($500) or more in value, or fifty dollars ($50) or more in value if the income was a gift, and a general description of the business activity, if any, of each source;
2. A statement whether the aggregate value of income from each source, or in the case of a loan, the highest amount owed to each source, was one thousand dollars ($1,000) or less, greater than one thousand dollars ($1,000), greater than ten thousand dollars ($10,000), or greater than one hundred thousand dollars ($100,000);
3. A description of the consideration, if any, for which the income was received;
4. In the case of a gift, the name, address and business activity of the donor and any intermediary through which the gift was made; a description of the gift; the amount or value of the gift; and the date on which the gift was received;
5. In the case of a loan, the annual interest rate and the security, if any, given for the loan and the term of the loan.

Attachment: Desert Recreation District COI Code (2620 : Approval of the Conflict of Interest Code of the Desert Recreation District)

C. Business Entity Income Disclosure. When income of a business entity, including income of a sole proprietorship, is required to be reported,[6] the statement shall contain:

1. The name, address, and a general description of the business activity of the business entity;
2. The name of every person from whom the business entity received payments if the filer's pro rata share of gross receipts from such person was equal to or greater than ten thousand dollars ($10,000).

A. Business Position Disclosure. When business positions are required to be reported, a designated employee shall list the name and address of each business entity in which he or she is a director, officer, partner, trustee, employee, or in which he or she holds any position of management, a description of the business activity in which the business entity is engaged, and the designated employee's position with the business entity.

B. Acquisition or Disposal During Reporting Period. In the case of an annual or leaving office statement, if an investment or an interest in real property was partially or wholly acquired or disposed of during the period covered by the statement, the statement shall contain the date of acquisition or disposal.

Section 8. Prohibition on Receipt of Honoraria

A. No member of a state board or commission, and no designated employee of a state or local government agency, shall accept any honorarium from any source, if the member or employee would be required to report the receipt of income or gifts from that source on his or her statement of economic interests. This section shall not apply to any part-time member of the governing board of any public institution of higher education, unless the member is also an elected official. Subdivisions (a), (b), and (c) of Government Code section 89501 shall apply to the prohibitions in this section.

B. This section shall not limit or prohibit payments, advances, or reimbursements for travel and related lodging and subsistence authorized by Government Code section 89506.

Section 8.1 Prohibition on Receipt of Gifts in Excess of $460

A. No member of a state board or commission, and no designated employee of a state or local government agency, shall accept gifts with a total value of more than $460 in a calendar year from any single source, if the member or employee would be required to report the receipt of income or gifts from that source on his or her statement of economic interests. This section shall not apply to any part-time member of the governing board of any public institution of higher education, unless the member is also an elected official.

Subdivisions (e), (f), and (g) of Government Code section 89503 shall apply to the prohibitions in this section.

Section 8.2. Loans to Public Officials

A. No elected officer of a state or local government agency shall, from the date of his or

Attachment: Desert Recreation District COI Code (2620 : Approval of the Conflict of Interest Code of the Desert Recreation District)

her election to office through the date that he or she vacates office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the elected officer holds office or over which the elected officer's agency has direction and control.

B. No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while he or she holds office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the public official holds office or over which the public official's agency has direction and control. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.

C. No elected officer of a state or local government agency shall, from the date of his or her election to office through the date that he or she vacates office, receive a personal loan from any person who has a contract with the state or local government agency to which that elected officer has been elected or over which that elected officer's agency has direction and control. This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status.

D. No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while he or she hold office, receive a personal loan from any person who has a contract with the state or local government agency to which that elected officer has been elected or over which that elected officer's agency has direction and control. This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.

E. This section shall not apply to the following:

1. Loans made to the campaign committee of an elected officer or candidate for elective office.
2. Loans made by a public official's spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such persons, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.
3. Loans from a person which, in the aggregate, do not exceed five hundred dollars ($500) at any given time.
4. Loans made, or offered in writing, before January 1, 1998.

Attachment: Desert Recreation District COI Code (2620 : Approval of the Conflict of Interest Code of the Desert Recreation District)

Section 8.3. Loan Terms

A. Except as set forth in subdivision (B), no elected officer of a state or local government agency shall, from the date of his or her election to office through the date he or she vacates office, receive a personal loan of five hundred dollars ($500) or more, except when the loan is in writing and clearly states the terms of the loan, including the parties to the loan agreement, date of the loan, amount of the loan, term of the loan, date or dates when payments shall be due on the loan and the amount of the payments, and the rate of interest paid on the loan.

B. This section shall not apply to the following types of loans:

1. Loans made to the campaign committee of the elected officer.
2. Loans made to the elected officer by his or her spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such person, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.
3. Loans made, or offered in writing, before January 1, 1998.

C. Nothing in this section shall exempt any person from any other provision of Title 9 of the Government Code.

Section 8.4. Personal Loans

A. Except as set forth in subdivision (B), a personal loan received by any designated employee shall become a gift to the designated employee for the purposes of this section in the following circumstances: If the loan has a defined date or dates for repayment, when the statute of limitations for filing an action for default has expired.
1. If the loan has no defined date or dates for repayment, when one year has elapsed from the later of the following:

a. The date the loan was made.
b. The date the last payment of one hundred dollars ($100) or more was made on the loan.
c. The date upon which the debtor has made payments on the loan aggregating to less than two hundred fifty dollars ($250) during the previous 12 months.

B. This section shall not apply to the following types of loans:

1. A loan made to the campaign committee of an elected officer or a candidate for elective office.
2. A loan that would otherwise not be a gift as defined in this title.
3. A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor has taken reasonable action to collect the balance due.
4. A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor, based on reasonable business considerations, has not undertaken collection action. Except in a criminal action, a creditor who claims that a loan is not a gift on the basis of this paragraph has the burden of proving

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that the decision for not taking collection action was based on reasonable business considerations.

5. A loan made to a debtor who has filed for bankruptcy and the loan is ultimately discharged in bankruptcy.

C. Nothing in this section shall exempt any person from any other provisions of Title 9 of the Government Code.

Section 9. Disqualification

No designated employee shall make, participate in making, or in any way attempt to use his or her official position to influence the making of any governmental decision which he or she knows or has reason to know will have a reasonably foreseeable material financial effect, distinguishable from its effect on the public generally, on the official or a member of his or her immediate family or on:

A. Any business entity in which the designated employee has a direct or indirect investment worth two thousand dollars ($2,000) or more;

B. Any real property in which the designated employee has a direct or indirect interest worth two thousand dollars ($2,000) or more;

C. Any source of income, other than gifts and other than loans by a commercial lending institution in the regular course of business on terms available to the public without regard to official status, aggregating five hundred dollars ($500) or more in value provided to, received by or promised to the designated employee within 12 months prior to the time when the decision is made;

D. Any business entity in which the designated employee is a director, officer, partner, trustee, employee, or holds any position of management; or

E. Any donor of, or any intermediary or agent for a donor of, a gift or gifts aggregating $460 or more provided to; received by, or promised to the designated employee within 12 months prior to the time when the decision is made.

Section 9.3. Legally Required Participation

No designated employee shall be prevented from making or participating in the making of any decision to the extent his or her participation is legally required for the decision to be made. The fact that the vote of a designated employee who is on a voting body is needed to break a tie does not make his or her participation legally required for purposes of this section.

Section 9.5. Disqualification of State Officers and Employees

In addition to the general disqualification provisions of section 9, no state administrative official shall make, participate in making, or use his or her official position to influence any governmental decision directly relating to any contract where the state administrative official knows or has reason to know that any party to the contract is a person with whom the state administrative official, or any member of his or her immediate family has, within 12 months prior to the time when the official action is to be taken:

Attachment: Desert Recreation District COI Code (2620 : Approval of the Conflict of Interest Code of the Desert Recreation District)

A. Engaged in a business transaction or transactions on terms not available to members of the public, regarding any investment or interest in real property; or

B. Engaged in a business transaction or transactions on terms not available to members of the public regarding the rendering of goods or services totaling in value one thousand dollars ($1,000) or more.

Section 10. Disclosure of Disqualifying Interest

When a designated employee determines that he or she should not make a governmental decision because he or she has a disqualifying interest in it, the determination not to act may be accompanied by disclosure of the disqualifying interest.

Section 11. Assistance of the Commission and Counsel

Any designated employee who is unsure of his or her duties under this code may request assistance from the Fair Political Practices Commission pursuant to Government Code section 83114 or from the attorney for his or her agency, provided that nothing in this section requires the attorney for the agency to issue any formal or informal opinion.

Section 12. Violations

This code has the force and effect of law. Designated employees violating any provision of this code are subject to the administrative, criminal and civil sanctions provided in the Political Reform Act, Government Code sections 81000 - 91015. In addition, a decision in relation to which a violation of the disqualification provisions of this code or of Government Code section 87100 or 87450 has occurred may be set aside as void pursuant to Government Code section 91003.

Section 13. Designated Positions and Disclosure Requirements

The persons in the following positions are deemed to be "designated employees" within the meaning of Government Code section 82019 and the District's Conflict of Interest Code. Such persons shall file appropriate disclosure statements in accordance with the disclosure category listed for them, as specified below:

Position	Disclosure Category
Board Member	1
General Manager	1
Assistant General Manager	1
District Clerk	1
Executive Director – First Tee	1
Director of Finance and Administration	1
Director of Planning and Public Works	1
Human Resources Administrator	1

Attachment: Desert Recreation District COI Code (2620 : Approval of the Conflict of Interest Code of the Desert Recreation District)

Information Systems Administrator	1
Marketing & Public Information Officer	1
Accounting Supervisor	1
Parks and Grounds Manager	1
Community Services Supervisor	1
Consultant*	1

* The General Manager may determine in writing that a particular consultant, although a "designated position," is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The General Manager's determination is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code.

Category 1: All investments and business positions and sources of income from, business entities that do business with the District or own real property within the boundaries of the District, plan to do business or own real property within in the boundaries of the District within the next year, or have done business with or owned real property within the boundaries of the District within the past two (2) years.

Category 2: All interests in real property which is located in whole or in part within, or not more than two (2) miles outside, the boundaries of the District.

Category 3: All investments and business positions in, and sources of income from, business entities that are engaged in land development, construction or the acquisition or sale of real property within the jurisdiction of the District, plan to engage in such activities within the jurisdiction of the District within the next year, or have engaged in such activities within the jurisdiction of the District within the past two (2) years.

Category 4: All investments and business positions in, and sources of income from, business entities that are banking, savings and loan, or other financial institutions.

Category 5: All investments and business positions in, and sources of income from, business entities that provide services, supplies, materials, machinery, vehicles or equipment of a type purchased or leased by the District.

Category 6. All investments and business positions in, and sources of income from, business entities that provide services, supplies, materials, machinery, vehicles or equipment of a type purchased or leased by the Designated Employee's Department.

Attachment: Desert Recreation District COI Code (2620 : Approval of the Conflict of Interest Code of the Desert Recreation District)

[1] Designated employees who are required to file statements of economic interests under any other agency's conflict of interest code, or under article 2 for a different jurisdiction, may expand their statement of economic interests to cover reportable interests in both jurisdictions, and file copies of this expanded statement with both entities in lieu of filing separate and distinct statements, provided that each copy of such expanded statement filed in place of an original is signed and verified by the designated employee as if it were an original. See Government Code section 81004.

[2] See Government Code section 81010 and 2 Cal. Code of Regs. section 18115 for the duties of filing officers and persons in agencies who make and retain copies of statements and forward the originals to the filing officer.

[3] For the purpose of disclosure only (not disqualification), an interest in real property does not include the principal residence of the filer.

[4] Investments and interests in real property which have a fair market value of less than $2,000 are not investments and interests in real property within the meaning of the Political Reform Act. However, investments or interests in real property of an individual include those held by the individual's spouse and dependent children as well as a pro rata share of any investment or interest in real property of any business entity or trust in which the individual, spouse and dependent children own, in the aggregate, a direct, indirect or beneficial interest of 10 percent or greater.

[5] A designated employee's income includes his or her community property interest in the income of his or her spouse but does not include salary or reimbursement for expenses received from a state, local or federal government agency.

[6] Income of a business entity is reportable if the direct, indirect or beneficial interest of the filer and the filer's spouse in the business entity aggregates a 10 percent or greater interest. In addition, the disclosure of persons who are clients or customers of a business entity is required only if the clients or customers are within one of the disclosure categories of the filer.

Attachment: Desert Recreation District COI Code (2620 : Approval of the Conflict of Interest Code of the Desert Recreation District)

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

Item **2.12**

SUBMITTAL DATE: October 6, 2016

FROM : EMERGENCY MANAGEMENT DEPARTMENT:

SUBJECT: Appointment to the Emergency Medical Care Committee (EMCC) [Districts: All] [Total Cost: N/A]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the selection of Lori Lopez to the EMCC for the term ending on June 30, 2019.

Consent

BACKGROUND:

Summary

The EMCC is a committee established by Resolution No. 2013-052 pursuant to the California Health and Safety Code Division 2.5, Chapter 4, Article 3, Section 1797.270 which states: "An EMCC may be established by each county in this state." Both Resolution No. 2013-052 and the Health and Safety Code states that the EMCC shall act in an advisory capacity to the Board of Supervisors and to the local EMS Agency (REMSA) concerning all aspects of emergency medical care within the County. Lori Lopez was selected by the Ambulance Association of Riverside County (AARC)'s to be their representative on the EMCC.

Lori Lopez, Field Supervisor
Care Ambulance
1517 West Braden Court
Orange, CA
Email: Loril@careambulance.net
Mobile: 714-713-3144

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	$ N/A	$ N/A	$ N/A	$ N/A
NET COUNTY COST	$ N/A	$ N/A	N/A	$ N/A

SOURCE OF FUNDS: N/A

Budget Adjustment: No

For Fiscal Year: 16/17-18/19

C.E.O. RECOMMENDATION: APPROVE

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

Item **2.13**

SUBMITTAL DATE:
October 3, 2016

FROM : PUBLIC SOCIAL SERVICES:

SUBJECT: Fiscal Year 2015/2016 Annual Report from Family Service Association on behalf of the HOPE Collaborative, [All Districts]; [Total Cost $0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Receive and file the Fiscal Year 2015/2016 Annual Report from Family Service Association on behalf of the HOPE Collaborative.

Susan Von Zabern
Susan Von Zabern, Director of Public Social Services 10/4/2016

BACKGROUND:
Summary
For Fiscal Year 2015/16, Family Service Association on behalf of the HOPE Collaborative served as the lead Child Abuse Prevention Council for Riverside County.

Welfare and Institutions Code (WIC) Section 18983 instructs Child Abuse Prevention Councils that receive funding under this section and whose primary purpose is to coordinate the community's efforts to prevent and respond to child abuse, to develop a protocol for interagency coordination and provide yearly reports to the Board of Supervisors

(CONTINUED ON PAGE 2)

FINANCIAL DATA
Current Fiscal Year:
Next Fiscal Year:
Total Cost:
Ongoing Cost
COST
$ 0
$ 0
$ 0
$ 0
NET COUNTY COST
$ 0

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

$ 0
$ 0
$ 0
SOURCE OF FUNDS: Federal Funding: 0% State Funding: 0%; County Funding: 0%; Realignment Funding: 0%; Other Funding: 0%
Budget Adjustment: No

For Fiscal Year: 15-16
C.E.O. RECOMMENDATION:

BACKGROUND:
Summary (continued)
Pursuant to Agreement #CS-02713 between Family Service Association and the Department of Public Social Services (DPSS), Family Service Association is required to submit an annual report detailing the operations and accomplishments of the HOPE Collaborative to the Board of Supervisors. The Director of DPSS requests that the Board receive and file the attached report for Fiscal Year 2015/2016.

The HOPE Collaborative annual report gives the community insight into their efforts put forth throughout the contract year. The report details out each regional collaborative and their vision of service to the community. HOPE also identifies their efforts in areas such as training and education, community outreach, public awareness campaigns, fundraising efforts and contract outcomes and targets. Highlights of events put on and numbers of individuals served can be found throughout the report.

Impact on Residents and Businesses
These programs provide much needed assistance to individuals and families who may be considered at-risk and in need of child abuse prevention and intervention services in Riverside County.

Attachments
A. FY 2015/2016 Annual Report from Family Service Association on behalf of the Hope Collaborative (5 Copies)

SvZ:bc
SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Automatically repeats SUBJECT from Page 1
DATE: Automatically repeats SUBMITTAL DATE from Page 1

HOPE Collaborative

Annual Report FY 2015-2016

Healing . Outreach . Prevention . Education

HOPE collaborative
Healing . Outreach . Prevention . Education
Child Abuse Prevention

HOPE

collaborative

Healing . Outreach . Prevention . Education

Child Abuse Prevention

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Attachment: Final Annual Report 15-16 10-3-16 (2598 : FY 2015/2016 HOPE Collaborative Annual Report)

Introduction



The HOPE Collaborative is the designated Child Abuse Prevention Council for Riverside County.

Mission

The Mission of the HOPE Collaborative is to promote the safety of children and to prevent abuse and neglect in Riverside County.

The HOPE Collaborative accomplishes this mission through the coordination and facilitation of interagency collaboration; efforts to raise community awareness; education and training of professionals, parents and the community; services to child abuse victims and families impacted by abuse and neglect; and advocacy efforts influencing public policy.

Vision

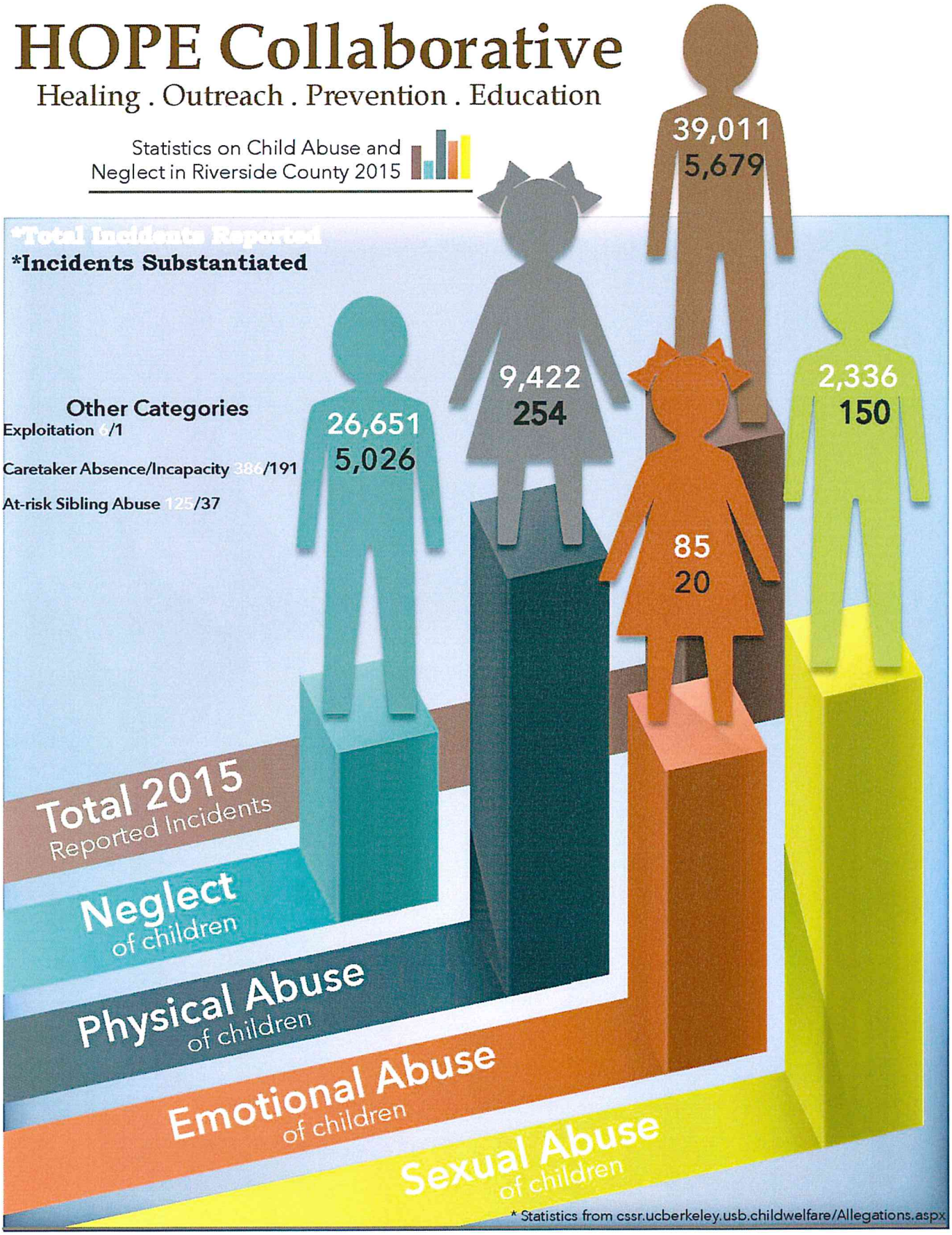
Riverside County HOPE Collaborative members contribute to a shared vision of a safe and secure environment for all children in Riverside County.

HOPE Collaborative's guiding principles contain, at their core, a desire to bring together all agencies and individuals passionate about strengthening families, keeping children safe in Riverside County, and collaboratively creating a bright future for families and children in Riverside County.

Together we work to prevent child abuse by focusing on the strengths and resources in our communities and families, and building on those assets to address issues and concerns, and to build a better future for all.

Attachment: Final Annual Report 15-16 10-3-16 (2598 : FY 2015/2016 HOPE Collaborative Annual Report)

Statistics



Attachment: Final Annual Report 15-16 10-3-16 (2598 : FY 2015/2016 HOPE Collaborative Annual Report)

HOPE Board



Governance

The HOPE Collaborative is governed by a Board of Directors composed of key representatives from public and private agencies actively involved in keeping children safe, investigating and prosecuting anyone who intentionally harms a child, and supporting parents and children.

The HOPE Collaborative Board includes representation from six regional collaborative councils, located throughout the County, in order to address the regional needs. The Board functions as the official Riverside County Child Abuse Prevention Council (CAPC) and meets bi-monthly. The Board is led by four member Executive Committee Officers: Chair, Co-Chair, Treasurer and Secretary.

Board of Directors

Dr. Carla Lidner, Chair
Community Volunteer

Robert Masson, Co-Chair
Riverside Sheriff's Association

Bobbie Neff, Treasurer
Community Connect

Lorie Lacey-Payne, Secretary
Riverside University Health System– Behavior Health

Alejandra Oceguera
Riverside University Health System– Medical Center

Jennifer Kopfler
Riverside County Department of Public Social Services

Lisa Morris
Riverside County Juvenile Court

Kim Conover
Riverside County District Attorney's Office, Family Justice Center

Kevin Vest
Riverside County Sheriff's Department

Sharon Basket
Riverside County Office of Education

Tari Dolstra
Riverside County Probation

Jose Campos, District 1 Chair
Jurupa Unified School District

Anita Shirley, District 2 Chair
Corona-Norco Unified School District

Tiffany Baker, District 3 Chair
The Empowerment Center

Mabel Rivas, District 4 Chair
Desert Sands Unified School District

Susan Fleming, District 4/Blythe Chair
Palo Verde Unified School District

Laura Banks, District 5 Chair
Rising Stars Business Academy

Attachment: Final Annual Report 15-16 10-3-16 (2598 : FY 2015/2016 HOPE Collaborative Annual Report)

Regional Collaborative Councils

The HOPE Collaborative established six regional collaborative councils in the first year the HOPE Collaborative became the appointed CAPC (Child Abuse Prevention Council) for Riverside County (FY 2013-2014); one in each of the five supervisorial districts and one in the community of Blythe. These six councils have been maintained since, are led and attended by dedicated community leaders who work together to address the diverse and specific needs within each respective district.

Volunteerism is critical for the regional collaborative councils, as well as for the overall HOPE Collaborative. With coordinated efforts toward a shared vision of a safe and secure environment for all children in Riverside County, this year, HOPE volunteers gave a total of 2,805.23 hours of service.

Regional Collaborative Accomplishments

All regional collaborative councils began the year by choosing an area of focus that provided some guidance in their prevention efforts. The area of focus was based on forum feedback from community members, as well as discussion amongst regional collaborative members about their observation and experience in what they see as major needs in the communities within the respective districts. All six councils were allotted a total of $10,000 to assist in their efforts. Collaborative members attended and reported on various events that occurred within their respective districts.

DISTRICT 1 (D1)

Parent Education: D1 regional collaborative members fulfilled their vision of providing parent education on topics related to child abuse prevention. D1 provided sponsorship for 66 youth to attend the Million Father March, where families learned the value of establishing and/or maintaining healthy relationships with fathers and the importance of father roles in raising children. D1 also provided funds for teacher release time, to attend a series of workshops titled "Protecting our Youth" given that teachers work with children day in and day out. In April, which was Child Abuse Prevention month, D1 collaborated with the Spanish Town Foundation for the annual Tamale Festival. It was estimated that over 20,000 people attended this large event where D1 members distributed information/education on child abuse and neglect. Throughout the event, child abuse statistics and information were communicated to the audience. Positive feedback was received from those who attended specifically related to the valuable information provided.



District 1 Collaborative Council members.*

DISTRICT 2 (D2)



District 2 Collaborative Council members.*

Foster Youth and At-Risk Middle School Youth: D2 regional collaborative members focused the majority of their efforts on putting together an event they titled "Teen Talk." A total of 225 middle school at-risk and/or foster youth attended the event. D2 members planned out the logistics very well in order to facilitate the participation of the youth by providing transportation and incentives. Former foster youth, Dee Hankins was the motivation speaker. Youth reported they enjoyed the presentation and felt inspired. In addition to Teen Talk, D2 also provided sponsorship for various events, including: Red Ribbon Week Family Fun Festival, the Day of the Young Child, and sponsored and participated in the "What's Up With Marijuana" town meeting, which was led by youth.

*Not all collaborative members are pictured

Attachment: Final Annual Report 15-16 10-3-16 (2598 : FY 2015/2016 HOPE Collaborative Annual Report)

Regional Collaborative Councils (cont'd)

DISTRICT 3 (D3)



District 3 Collaborative Council members.*

Awareness Through Education: Given that communities within D3 vary in their needs and challenges, D3 members thought strategically about how best to reach all communities. They decided to approach reaching families through education. One of the main components to the educational approach was the distribution of the "Did You Know" DVDs. A total of 531 DVDs were provided to schools, doctor offices, amongst many other locations, in order to be presented to staff and/or played in the lobby or waiting rooms for parents/caregivers. The DVD provides general information on what child abuse is, as well as statistics on the problem. D3 also held a "Six Protective Factors" training open to both professionals and community members.

DISTRICT 4 (D4)

Education of Resources for Professionals and Community of District 4: D4 collaborative also took an educational approach, but did so on a smaller scale (rather than a large event), by strategically planning and providing workshops and trainings throughout D4 communities. Workshops on "Bullying" and "How to Be Safe" by speaker, Mika Moulton from Christopher's Clubhouse, as well as Mandated Reporter trainings occurred throughout the year. A noteworthy aspect of the D4 collaborative is the way that members from all communities from within such a large district were able to come and work together in a very collective manner. Attendance for the D4 regional collaborative council increased to 20 by the end of the fiscal year. This high attendance also assisted in meeting the D4 focus, by being able to share and inform one another about the various agencies in attendance and what they do and/or provide.



District 4 Collaborative Council members.*

Regional Collaborative Highlights



District 4 hosted three Mandated Reporter Classes for Professionals in the Desert



District 4 Blythe hosted a table at the Summer Safety Extravaganza.



District 3 Co-chair, Jean Alexander-Booth at the 6 Protective Factors training.

DISTRICT 4 BLYTHE (D4B)

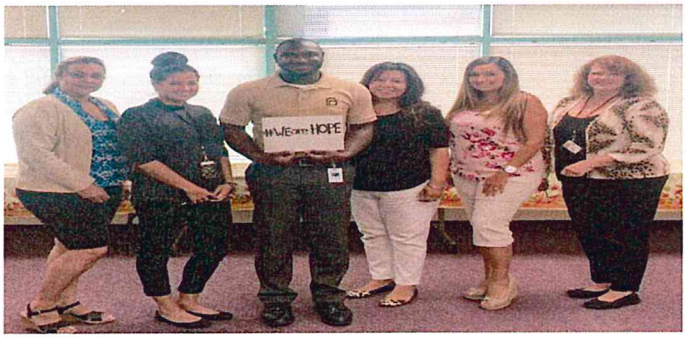


District 4B Collaborative Council members.*

Education of Resources Available to the Public: Through reports from D4B Collaborative members and feedback from a community forum, it was identified that Blythe residents were unaware of the resources and services available in their community. Therefore, D4B started the year by creating thorough resource directories to bring greater community awareness. Window decals were printed and distributed to be used as indicators as safe locations where the resource directories may be requested and obtained. D4B members participated in two large annual events, the Colorado River Fair and the Water Safety Extravaganza. It was estimated that 596 children and 370 adults were reached and provided with educational information, as well as giveaways. Lastly, D4B sponsored registration for nine youth to participate in the Blythe Little League. The purpose of the sponsorship was to promote healthy recreational activities for youth who might not otherwise be able to participate in sports.

DISTRICT 5 (D5)

Youth Empowerment: D5 collaborative members fulfilled their focus of empowering youth in several different ways. Two successful events occurred in the first half of the fiscal year. D5 held the "Happy and Healthy Families…Not Just for the Holidays" event, where two presentations by Planned Parenthood on healthy relationships occurred and many giveaways were provided to families. At the end of the fiscal year, D5 held the Serrano Resource Fair. This event had a large attendance and reach, and Child Help provided two classes on positive parenting. Lastly, D5 provided several sponsorships, including: Six parents to attend the HOPE Children's Conference, 10 at-risk youth to participate in Crescendo Music Lessons, caps and gowns for eight graduating foster youth, and concert costumes for seven at-risk youth wo performed with the Ladies First Mentoring Concert.



District 5 Collaborative Council members.*

*Not all collaborative members are pictured



A family at the HOPE Resource Fair at Serrano Elementary School



District 1 collaborated with the Spanish Town Heritage Foundation for the 4th Annual Riverside Tamale Festival.



Dee Hankins was the motivational speaker for the District 2 hosted the Teen Talk

Attachment: Final Annual Report 15-16 10-3-16 (2598 : FY 2015/2016 HOPE Collaborative Annual Report)

Training and Education

Children's Conference

This year's annual children's conference theme was *Human Trafficking: Reclaiming our Youth, HOPE, and Power*, with keynote speaker Opal Singleton, CEO and President of Million Kids. HOPE chose this theme in response to the growing problem that many people are unaware of in our County. According to unicef.org, 244,000-325,000 of children and women in the United States are subjected to commercial sexual exploitation. The conference educated attendees on the statistics, terminology, grooming tactics, prevention, treatment, resiliency factors, faith-based support, and technology related to human trafficking.





HOPE Staff

Mandated Reporter Trainings (MRT)

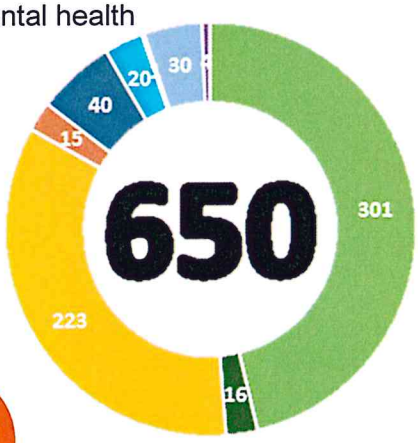
One very important component of the HOPE Collaborative is mandated reporter training. It is HOPE's goal to educate individuals and professionals in an effort to decrease the prevalence of child abuse and neglect. By educating what is reportable, it is expected that necessary reports will be made and intervention for those children in need will occur. HOPE staff provides both first time and refresher trainings in English and Spanish. Examples during the training are tailored to match the needs and specific professions of the audience (e.g., law enforcement, teachers, mental health professionals, etc.).

Mandated Reporter Trainings

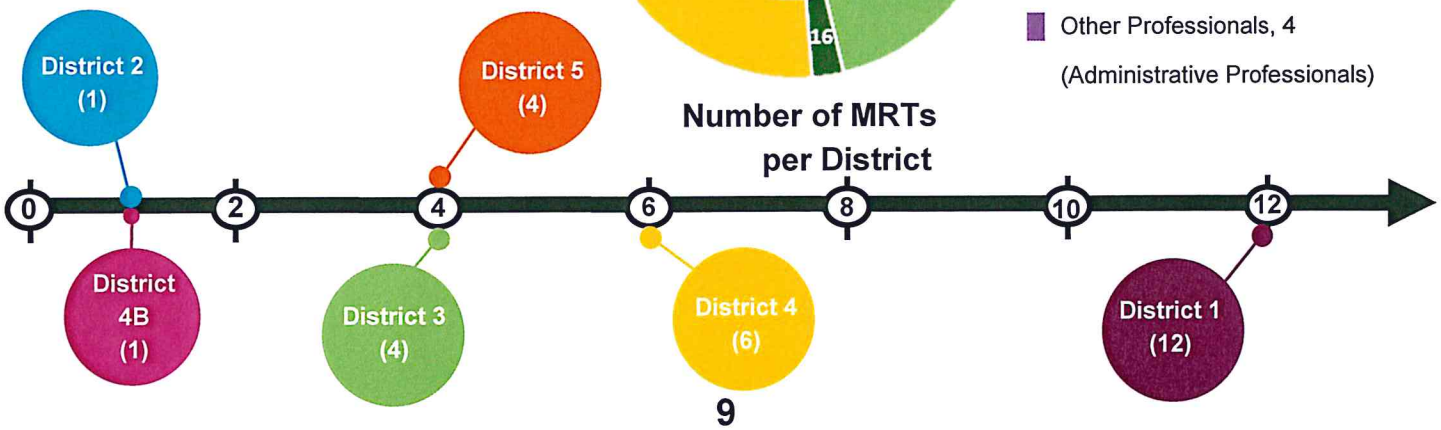


- Educational Personnel, 301
- Community Based Partners, 16
- Mental Health Professionals, 223
- Faith Based Professionals, 15
- Foster Parents/Parent Partners, 40
- Law Enforcement Professionals, 20
- Advocate, 1
- Volunteers, 30
- Other Professionals, 4 (Administrative Professionals)

Participants Trained in Mandated Reporting



Number of MRTs per District

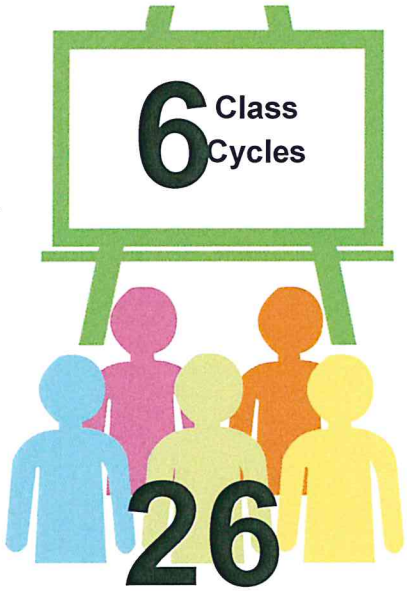


Six Protective Factors

Protective factors are conditions in families and communities that, when present, increase the health and well-being of children and families. Research has shown that these protective factors are linked to a lower incidence of child abuse and neglect. When parents are resilient they are less likely to commit abuse. This creates a circle of positive parenting that promotes a stronger and healthier community. The six protective factors include: nurturing and attachment; knowledge of parenting and child development; parental resilience; social connections; concrete support for parents; and social-emotional competence of children.

Nurturing Parenting (NP)

The NP program is a family centered psycho-educational approach that was developed following five core values (adapted from the Six Protective Factors). The core values include: positive self-worth; empathy; empowerment and strong will; structure and discipline; and laughter, humor, and play. In the beginning stages of the NP classes many participants reveal that they don't know basic information on certain aspects of parenting (e.g., child development, positive discipline strategies, importance of self-care, etc.). Through participating in the classes parents and/or caregivers become better educated, are better able to use more positive discipline approaches and more clearly understand that self-care is vital in child rearing. NP classes are an evidenced based intervention that has been utilized for the treatment and prevention of child abuse and neglect.



Individuals Enrolled

Parent-Child Interaction Therapy (PCIT)

PCIT is an empirically supported treatment modality for young children (2-8 years old) which focuses on improving caregiver-child relationship, as well as providing skills for the caregiver to better manage the child's behavior. This modality of treatment is frequently used for children who have experienced trauma and are dealing with emotional and/or behavioral disorders. PCIT uses live coaching, to help improve the interaction patterns between caregiver and child. Although this program did not receive funding for direct treatment, PCIT trained clinician was still able to provide this service to three families, all which reported significant progress in strengthening the bond with their child and seeing improved behavior. An increase in families who will receive this form of direct treatment is anticipated with new funding provided by the California Office of Emergency Services (Cal OES) for upcoming FY 2016-2017.

Upcoming Trainings

The HOPE staff and collaborative members come into contact with and assist many individuals who have asked throughout the year about trainings in addition to MRTs or Six Protective Factors. Frequent topics requested include bullying, internet safety and how to deal with difficult adolescents. HOPE has taken these inquiries seriously and has researched and been developing a curriculum of available trainings. All trainings will be available for FY 2016-2017, and will align with HOPE's mission.

Attachment: Final Annual Report 15-16 10-3-16 (2598 : FY 2015/2016 HOPE Collaborative Annual Report)

Community Outreach

Community engagement is a key component for the HOPE collaborative. It allows for staff to gather feedback from individuals throughout Riverside County on issues and trends. Staff are able to provide educational and preventative information as well as provide linkages and referrals. This year, HOPE staff attended a total of 53 events, reached 7,488 individuals, attended the Riverside County District Attorney Annual Victim's Rights Candlelight Vigils in all three locations (Riverside, Coachella Valley, and Temecula), attended 28 Team Decision Making meetings (TDMs) and conducted seven forums.

Community Forums

A total of seven forums were conducted by HOPE staff, covering each supervisorial district within Riverside County. Two hundred members in the various communities where the forums took place provided their input as to the specific needs for the safety of children and prevention of child abuse and neglect. Trends and issues gathered from forum respondents were then utilized to help set priorities such as services, education, and support, for both the HOPE Collaborative at large as well as for the individual regional collaborative councils.

Key Issues and Trends

Some of the key issues raised by the attendees throughout the forums included:

- Lack of awareness of available resources and/or services
- Challenges in transportation
- Lack of recreational activities for children/adolescents
- Lack of afterschool activities
- Challenges in finding affordable child care

Team Decision Making (TDM) Meetings

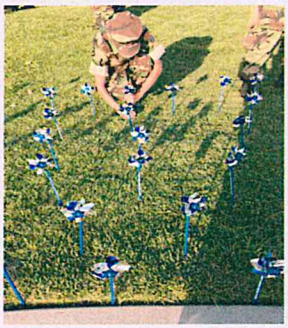
One of the responsibilities of the HOPE clinician is to attend TDMs throughout Riverside County, and provide linkages and referrals as necessary. The main purpose of the clinician's role at TDMs is to identify trends in services and report back to the HOPE Board on the trends identified, and ideas and recommendations for service improvement.



Outreach Events



Individuals Reached



Pinwheels for the Temecula Victim's Rights Candlelight Vigil.



Kids participating in the Day of the Child event in Corona.



HOPE at the Day of the Child outreach event in Corona.



HOPE Case Manager at RCC for an outreach event.



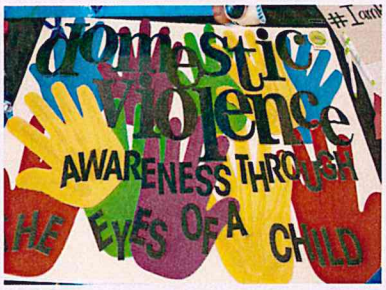
Team Decision Making Meetings

Attachment: Final Annual Report 15-16 10-3-16 (2598 : FY 2015/2016 HOPE Collaborative Annual Report)

Public Awareness Campaigns

The HOPE Collaborative launched two theme specific, month-long campaigns in addition to the year-long Child Abuse Prevention campaign. Key components of the overall Child Abuse Prevention campaign included ongoing use of social media (Twitter, Instagram, Facebook) and the HOPE Collaborative website.

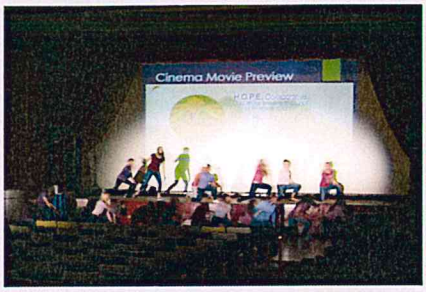
In October 2015, HOPE executed the "Through the Eyes of a Child" campaign, focusing on the effects of domestic violence on children. HOPE hosted a movie discussion night at the Hemet Historic Theater of the film "The Children Next Door," a documentary following a mother and her four children after a traumatic domestic violence dispute that ended fatally. Other components of this campaign included: daily social media posts of related articles, videos, and statistics; two flash mob performances; cinema movie previews; mall advertisements; a radio advertisement on Spanish music station La Maquina Musical 100.9; and a fundraising effort HOPE titled "1,000 people give $1."



The theme for the October Campaign was "Domestic Violence Awareness Through the Eyes of a Child".



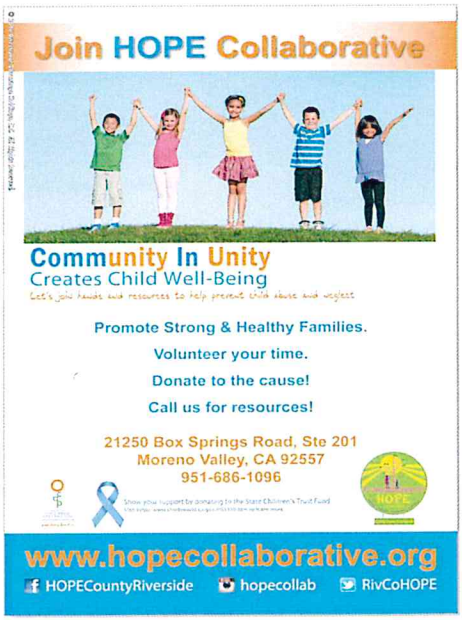
Dance Team from Hemet High School performed a Flash mob bringing awareness to childhood Domestic Violence at the Historic Hemet Theater movie discussion.



Moreover, in April of 2016, in recognition of Child Abuse Awareness month, HOPE adapted the state-wide campaign theme of "Community in Unity." Components of this campaign included: social media posts, website preventative and educational information, a mall advertisement highlighting the theme, a 30 second produced video aired via Time Warner Cable Company, and community presentations and activities at the annual Riverside Tamale Festival where there were over 20,000 attendees.



Moreno Valley Towngate and Tyler Galeria Mall Display for the October Campaign



Moreno Valley Towngate Mall Display

Attachment: Final Annual Report 15-16 10-3-16 (2598 : FY 2015/2016 HOPE Collaborative Annual Report)

Fundraising

The HOPE Collaborative coordinated various fundraisers throughout the year.

1,000 people give $1

During the October "Through the Eyes of a Child" awareness campaign, the fundraising component of the campaign was an effort to obtain $1 from 1,000 individuals. HOPE received a total of $53.50 from this fundraising effort.

HOPE for the Holidays

This was the second year that the HOPE Collaborative held it's "HOPE for the Holidays" fundraiser. HOPE raised a total of $ 18,250 which included: Community Improvement Designation (CID) funds provided by Districts 1, 2, 3, and 5; cash from Blythe Energy and D4 legislative assistant Mike Galdini; 280 gift cards from the Morongo Band of Mission Indians, and donated toys from community members throughout Riverside County. HOPE staff worked together with DPSS regional managers and social workers to identify foster youth who could benefit from the gifts. With the amount raised, HOPE was able to gift 946 foster youth with a holiday gift, many of the youth received multiple items (e.g., sweater and toy).



Toys collected for HOPE for the Holidays

3rd Annual HOPE Awards Dinner- "A Night to Remember"

The 3rd Annual HOPE awards Dinner took place on June 3rd, 2016 at Downtown Riverside's Loft 84 and was emceed by NBC4 Southern California's Tony Shin. This fundraising event included two key components, one was to recognize the eight Children and Family Advocates of the year and the second was the silent auction. The advocates who received awards represented the various districts from within Riverside County, and included a wide range of professions. The silent auction was composed of art and photography pieces created by foster and at-risk youth, who participated in either a 6 week photography class or a two day art workshop. This event raised a total of $5,248.90.



2016 Child and Family Advocates Award recipients



Art piece created by Art Workshop participant



Photography piece taken by a six week photography class participant



The Suleman Octuplets participating at the Heroes for HOPE Walkathon.

Heroes for HOPE Walkathon

On May 21st, 2016, HOPE held the 2nd annual Walkathon, which was one of the signature fundraising events of the year. This event raised a total of $1,731. It was held at the beautiful Historic Citrus State Park and included a competitive 5k run, a one mile youth run, and a half mile per lap walk. The event also included a kid zone full of fun activities, games and prizes, vendors, and a DJ. This event promoted healthy ways for families to interact, have fun and support HOPE's mission of preventing child abuse and neglect.

Attachment: Final Annual Report 15-16 10-3-16 (2598 : FY 2015/2016 HOPE Collaborative Annual Report)

Contract Outcomes/Targets

Targets	2015-2016 Outcomes	Plans for 2016-2017
Coordinate and provide oversight over the Child Abuse Prevention Council (CAPC) including a regional approach to establish six (6) regional collaboratives under the umbrella of a Countywide CAPC for coordination purposes.	The HOPE Board provided oversight over the HOPE project, and HOPE staff coordinated and maintained six regional collaborative councils that met on a monthly basis and planned, coordinated and executed child abuse prevention efforts throughout the year.	The HOPE Collaborative will continue to work under the guidance of the HOPE Board, as well as maintain and continue coordinating child abuse prevention efforts with the existing six regional collaborative councils. In addition, HOPE will be establishing a 7th council in District 3, to be referred to as District 3B-Hemet/San Jacinto (D3B).
Provide a forum for interagency cooperation and coordination in the prevention, detection, treatment, and legal processing of twenty-four (24) Team Decision Meetings (TDMs), and if applicable recommend improvements in services.	HOPE clinician exceeded goal and attended a total of 28 TDMs throughout Riverside County, in an effort to observe for and monitor trends, issues and/or gaps in services.	The process of TDM meeting attendance will continue. Target is to attend a total of at least 24 TDMs.
HOPE staff will monitor TDMs to look for patterns of systems issues and/or gaps in services.	Clinician summarized and reported on issues, trends, gaps in services to the HOPE Board and monthly CAPC reports, based on observations from TDM attendance.	Expanded opportunities for recommendations and increase discussion and sharing of agency systems will occur during HOPE Board meetings.
Provide outreach designed to increase education and linkages to community resources for underserved individuals and communities.	HOPE staff attended a total of 53 events, 17 of those occurred in the defined underserved communities chosen for fiscal year 15/16.	HOPE staff will continue attending community events throughout Riverside County and provide linkages and referrals. In addition, underserved population chosen for fiscal year 16/17 is the Re-Entry Parolee Population. HOPE staff will be working with California State Re-entry Initiative Program, Chuckawalla Valley State Prison, and California Institution for Men and Women in Chino in order to help prepare them to effectively parent their children and decrease the potential for abuse and neglect.

Contract Outcomes/Targets

Targets	2015-2016 Outcomes	Plans for 2016-2017
Promote public awareness of abuse and neglect of children through outreach services, including available intervention and treatment resources.	A total of 851 individuals served through community events were provided with information, linkages and/or referrals.	Provide resources and/or referrals to at least 120 families.
Provide awareness of child abuse prevention and intervention in underserved communities through forums, website hits, events, etc.	HOPE far exceeded the goal of 1,200 by reaching 200 individuals via forums, 7,488 reached through community events, and had a total of 11,718 website hits.	HOPE staff will provide awareness of child abuse prevention and intervention by reaching at least 1,200 individuals via forums, community events and website hits.
Encourage and facilitate training in the detection, treatment, and prevention of child abuse and neglect.	HOPE exceeded goal by facilitating 28 Mandated Reporter Trainings (MRT), maintained a total of six MRT eligible trainers, and trained a total of 650 individuals (262 counted as professionals of various categories).	Facilitate a minimum of 24 mandated reporter trainings, maintain at least six MRT eligible trainers, and train at least 240 professionals.
Participants trained on Mandated Reporting will demonstrate satisfactory knowledge of child abuse reporting and other areas related to child abuse and neglect.	HOPE exceeded the required amount of 80%, as evident by 82% of participants scoring at least 80% on the MRT post-test	80% of participants will score at least 80% on post MRT test.
Educate the public on the issue of child maltreatment in an effort to decrease child abuse.	HOPE maintained a yearly county-wide media campaign, consisting of regular preventative and educational informational updates on the HOPE website, and regular social media (Facebook, Instagram and Twitter) posts.	Awareness and education will be enhanced utilizing key issues identified by the regional collaborative councils and HOPE Board. The HOPE website and social media will continue to be key components of the yearly county-wide child abuse prevention campaign.
Provide a platform for parents, caregivers, service professionals, service agencies, and public agencies to meet and review/discuss issues related to child abuse prevention and treatment.	HOPE staff conducted seven forums, and obtained responses from 200 individuals who shared feedback regarding issues related to child abuse prevention and treatment.	HOPE will schedule and conduct 6 regional forums early on the fiscal year, so feedback can be utilized to enhance the planning of awareness and education campaigns, and promote community involvement and participation.

Contract Outcomes/Targets

Targets	2015-2016 Outcomes	Plans for 2016-2017
Hold a Total of three (3) fundraisers to benefit the Countywide CAPC	Fundraising efforts were held throughout the year. These included: 1000 people give $1, HOPE for the Holidays, 3rd Annual HOPE Awards Dinner; "A Night to Remember," and Heroes for HOPE Walkathon.	HOPE will evaluate various fundraising efforts and try to hold those that have the most potential for success. HOPE will hold a minimum of three fundraisers.
Complete fundraising of cash and ancillary grants, as well as any in kind goods or services that will directly benefit foster youth and families.	Annual fundraising goal of $50,000 was met by the HOPE Board. This fundraising target included both cash raised and in kind goods and services donated directly for youth and families.	HOPE Board set the fundraising goal to $50,000, to include both cash and in kind goods and services donated directly for youth and families.
Conduct culturally sensitive campaigns to increase awareness to targeted populations; Campaigns will center around two key areas: domestic violence awareness with an emphasis on the child's perspective and the effects on a child, and the second is, child abuse awareness with a specialized focus on sexual assault.	HOPE executed two month long campaigns that centered around two key areas: In October, there was the "Through the Eyes of a Child" campaign that focused on the effects of domestic violence on children, and in April, HOPE adapted the state wide theme of "Community in Unity" campaign that addressed child abuse aware-	Conduct a minimum of two culturally sensitive campaigns based on feedback from the HOPE Board at the strategic planning meeting occurring in August, 2016.
Increase skills and assets of parents in the county.	HOPE staff facilitated eight Six Protective Factors workshops, and six Nurturing Parenting (NP) classes throughout this fiscal year, with a total of 26 participants enrolling in the NP classes. This included court mandated and voluntary participants. Also, a total of three families were provided Parent-Child Interaction Therapy.	HOPE staff will continue utilizing the Six Protective Factors framework, as well as other evidence based models of treatment and education in an effort to increase skills and assets of parents in Riverside County.

Attachment: Final Annual Report 15-16 10-3-16 (2598 : FY 2015/2016 HOPE Collaborative Annual Report)

Contract Outcomes/Targets

Targets	2015-2016 Outcomes	Plans for 2016-2017
Regional collaborative councils will continue to support their regions and provide a voice to the overall CAPC/Hope Board of the needs in their geographic regions. Each Collaborative will participate in a minimum of four existing community events.	Regional collaborative members from all districts attended and reported on many events throughout the year.	All Regional collaborative councils will participate in a minimum of four existing community events.
Regional collaborative councils will continue to support their regions and provide a voice to the overall Hope Board of the needs in their geographic regions. Each collaborative council will develop and convey to the HOPE Board a focus area of need for their region.	All regional collaborative councils established an area of focus, and then planned and executed their efforts around that focus.	All regional collaborative councils will develop and convey to the HOPE Board an area of focus based on needs in their region.

Attachment: Final Annual Report 15-16 10-3-16 (2598 : FY 2015/2016 HOPE Collaborative Annual Report)

Resources

For information on the HOPE Collaborative or if would like to participate in a child abuse prevention regional collaborative council in your community, visit our website at: www.HOPECollaborative.org

or call: (951) 686-1096

To follow HOPE events "like" us on Facebook:
www.facebook.com/HOPECountyRiverside

Follow us on Twitter
@rivcoHOPE

Follow us on Instagram
@HOPECollab

For more information on W&IC visit: www.leginfo.ca.gov/

The HOPE Collaborative would also like to THANK all of the staff, volunteers, and community members for their ongoing support of the Child Abuse Prevention Council for Riverside County.

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

SUBMITTAL DATE:
September 30, 2016

FROM : TLMA-TRANSPORTATION:

SUBJECT: Resolution No. 2016-194, Summarily Vacating a Portion of the Restricted Abutters' Rights of Access along Tenaja Road in the Tenaja Area. This Vacation is Exempt Pursuant to the California Environmental Quality Act (CEQA). 1st District; [$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the Vacation of a Portion of the Restricted Abutters' Rights of Access along Tenaja Road in the Tenaja area is categorically exempt from the CEQA pursuant to Section 15060(c)(2) and 15061(b)(3) of the State CEQA Guidelines; and
2. Adopt Resolution No. 2016-194, Summarily Vacating a Portion of the Restricted Abutters' Rights of Access along Tenaja Road in the Tenaja area; and
3. Direct the Clerk of the Board to deliver the Notice of Exemption to the Office of the County Clerk for filing within five (5) working days of this Board hearing.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	$ 0	$ 0	$ 0	$ 0
NET COUNTY COST	$ 0	$ 0	$ 0	$ 0
SOURCE OF FUNDS: N/A			**Budget Adjustment:** N/A	
			For Fiscal Year: N/A	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:
Summary

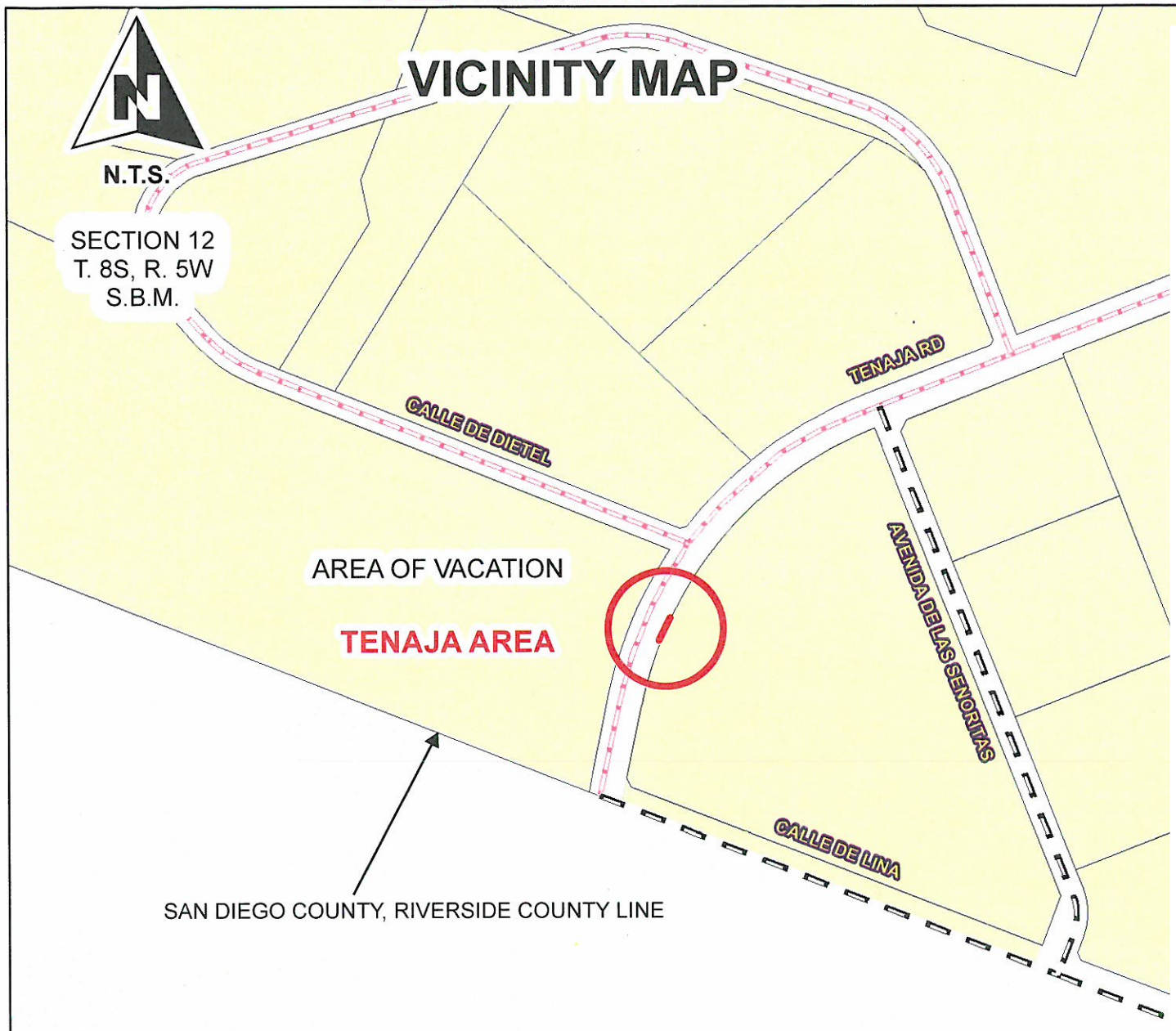
The applicant has requested this vacation to access a planned structure on their property. The planned structure cannot be reached by the primary entrance because of a slope on the property. The County of Riverside Transportation Department has reviewed this vacation request and has no objections. As determined in the attached CEQA Notice of Exemption, the vacation is exempt from the provisions of CEQA pursuant to Categorical Exemption 15060 and 15061 of the State CEQA Guidelines. The vacation will not result in any specific or general exceptions to the use of the categorical exemption and will not cause any direct or indirect physical environmental impacts.

Impact on Residents and Businesses
The vacation will have no impact on residents or businesses.

ATTACHMENTS:
Vicinity Map
Resolution No. 2016-194 with Exhibits "A" and "B"
Notice of Exemption

TO BE REMOVED BEFORE RECORDING

VICINITY MAP



KEVIN JEFFRIES
1ST DISTRICT

SHEET 1 OF 1

TO BE REMOVED BEFORE RECORDING

Attachment: Vicinity Map (2215 : Res. No. 2016-194)

NOTICE OF EXEMPTION

Project Name: Resolution No. 2016-194 Summarily Vacating a Portion of the Restriction of Abutters Access Rights along Tenaja Road.

Project Number: ZAB16004 SU14

Project Location– See Exhibits "A" and "B"

Description of Project: Resolution No. 2016-194 Summarily Vacating a Portion of the Restriction of Abutters Access Rights along Tenaja Road.

Name of Public Agency Approving Project: Riverside County Transportation Department, Survey Division, County of Riverside.

Name of Person or Agency Carrying Out Project: Richard G. Lantis, Riverside County Transportation Department, Survey Division, County of Riverside.

Exempt Status: California Environmental Quality Act (CEQA) Guidelines, Section 15061(b)(3), General Rule "Common Sense" Exemption. Not a "project" as defined under State CEQA Guidelines, Section 15060(c)(2).

Reasons Why Project is Exempt: The vacation of a Portion of the Restriction of Abutters Access Rights has been determined to not be a "project" as defined under State CEQA Guidelines section 15060(c)(2). However, even if it was determined to be a project under CEQA for analysis purposes, the vacation is exempt from the provisions of CEQA specifically by the State CEQA Guidelines as identified below. The vacation of the existing Portion of the Restriction of Abutters Access Rights will not result in any specific or general exceptions to the use of the categorical exemption as detailed under State CEQA Guidelines Section 15300.2. The vacation will not cause any impacts to scenic resources, historic resources, or unique sensitive environments. Further, no unusual circumstances or potential cumulative impacts would occur that may reasonably create an environmental impact. The vacation of this Portion of the Restriction of Abutters Access Rights will not have an effect on the environment; thus, the County has deemed this does not meet the definition of a "project" under CEQA and no environmental impacts are anticipated to occur.

- Section 15061(b)(3) - General Rule "Common Sense" Exemption. With certainty, there is no possibility that the proposed vacation may have a significant effect on the environment. The vacation of a Portion of the Restriction of Abutters Access Rights will not require any construction activities, change the use or intensity of the existing site to create a physical environmental impact, and would not lead to any direct or reasonably

Attachment: Notice of Exemption (2215 : Res. No. 2016-194)

foreseeable indirect physical environmental impacts. Therefore, in no way would the vacation as proposed have the potential to cause a significant environmental impact and the vacation is exempt from further CEQA analysis.

- Section 15060(c)(2) – for purposes of analysis under CEQA, the vacation of the Portion of the Restriction of Abutters Access Rights is not a "project" under CEQA pursuant to Section 15060(c)(2). An action by a public agency is only a "project" subject to CEQA if the action might result in a physical change in the environment. Based upon a review of the whole action undertaken, supported, or authorized by the County, in no way will the vacation of the Portion of the Restriction of Abutters Access Rights increase the use of the site, result in increased development or construction impacts, or lead to any direct, indirect, or cumulative physical environmental impacts. Any future development of the property will be subject to the permit review process and be subject to CEQA.

Based upon the identified exemptions above, the County of Riverside hereby concludes that no physical environmental impacts are anticipated to occur and the vacation as proposed is exempt under CEQA. No further environmental analysis is warranted.

Signed: _____ **Date:** 9-29-16

Richard G. Lantis Riverside County Surveyor

Attachment: Notice of Exemption (2215 : Res. No. 2016-194)

RIVERSIDE COUNTY CLERK & RECORDER

AUTHORIZATION TO BILL BY JOURNAL VOUCHER

-TO BE FILLED IN BY SUBMITTING AGENCY-

AUTHORIZATION NUMBER: W.O.ZAB16004, Task Code ZSU14
Accounting String: 537280-20260-3130200000 ZAB16004 SU14

AMOUNT: $50.00

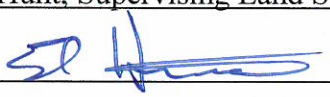
DATE: 8/30/2016

AGENCY: Riverside County Survey Department

THIS AUTHORIZES THE COUNTY CLERK & RECORDER TO ISSUE A VOUCHER FOR PAYMENT OF ALL FILING AND HANDLING FEES FOR THE ACCOMPANYING DOCUMENT(S).

NUMBER OF DOCUMENTS INCLUDED: One (1)

AUTHORIZED BY: Ed Hunt, Supervising Land Surveyor

Signature: 

PRESENTED BY: WESLEY HOHENBERGER

ACCOUNTING CONTACT PERSON: Rachelle Daaca 955-6852

-TO BE FILLED IN BY COUNTY CLERK-

ACCEPTED BY: _

DATE: _

RECEIPT # (S) _

Attachment: Notice of Exemption (2215 : Res. No. 2016-194)

Board of Supervisors | County of Riverside

RESOLUTION NO. 2016-194

SUMMARILY VACATING A PORTION OF THE RESTRICTED ABUTTERS' RIGHTS OF ACCESS ALONG TENAJA ROAD IN THE TENAJA AREA

(AB 16004)

(First Supervisorial District)

WHEREAS, the Restricted Abutters' Rights of Access along Tenaja Road were dedicated to the public on Parcel Map 13816, filed in Book 86, Pages 36 through 38, inclusive, of Parcel Maps, Records of Riverside County, California;

WHEREAS, the described Portion of the Restricted Abutters' Rights of Access along Tenaja Road as shown on said Parcel Map is no longer necessary;

WHEREAS, applicable procedures pertaining to summary vacations were followed pursuant to the County's adopted Resolutions for fixing procedures to vacate and accept county highways and property offered for dedication, now therefore;

BE IT RESOLVED, FOUND, DETERMINED AND ORDERED by the Board of Supervisors of the County of Riverside, State of California, in regular session assembled on _____, 2016, as follows:

1. That the hereinafter-described Portion of the Restricted Abutters' Rights of Access is unnecessary for present or prospective use.

SEE LEGAL DESCRIPTION AND PLAT ATTACHED HERETO AS EXHIBITS "A" AND "B" AND MADE A PART HEREOF

2. Pursuant to Section 8334(a) of the Streets and Highways Code that the hereinafter-described Portion of the Restricted Abutters' Rights of Access is determined to be excess and is no longer needed and is hereby summarily vacated.

FORM APPROVED COUNTY COUNSEL
BY: Synthia M. Gunzel 10-13-16
SYNTHIA M. GUNZEL DATE

Attachment: Resolution No. 2016-194 Vac Abutters Rts Tenaja AATF (2215 : Res. No. 2016-194)

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

WJH W.O. # AB16004

Attachment: Resolution No. 2016-194 Vac Abutters Rts Tenaja AATF (2215 : Res. No. 2016-194)

EXHIBIT "A"

TENAJA ROAD

VACATION OF A PORTION OF THE RESTRICTION OF ABUTTERS RIGHTS OF ACCESS

LEGAL DESCRIPTION

A portion of parcel 1 of Parcel map 13816 in the Unincorporated Territory of the County of Riverside, State of California, as filed in Book 86, Pages 36 through 38 inclusive of Parcel Maps, in the Office of the County Recorder of said County, also being in Rancho Santa Rosa, more particularly described as follows.

COMMENCING at the intersection of Tenaja Road and Calle Dietel as shown said Parcel Map, said point being on a 1000 foot radius curve concave Southeasterly;

thence, Southerly along said curve through a central angle of 25°18' 19" a distance of 441.66 feet to the terminus of said curve;

thence, leaving said centerline at a right angle South 78°29'02" East a distance of 44 feet to the Southerly Right of Way line of said Tenaja Road said Right of Way being Southeast and parallel to said centerline and also being the Southerly terminus of a 956 foot curve concave Southeasterly;

thence, Northerly along said Right of Way line through a central angle of 10° 53' 10" a distance of 181.64 feet to the **POINT OF BEGINNING**;

thence, continuing along said Right of Way line through an central angle of 01°11'55" a distance of 20.00 feet to the **POINT OF TERMINUS**.

See exhibit "B" Attached hereto and by reference made a part hereof.

THIS DOCUMENT REVIEWED BY RIVERSIDE COUNTY SURVEYOR.
BY: Ed M
DATE: 9/21/16

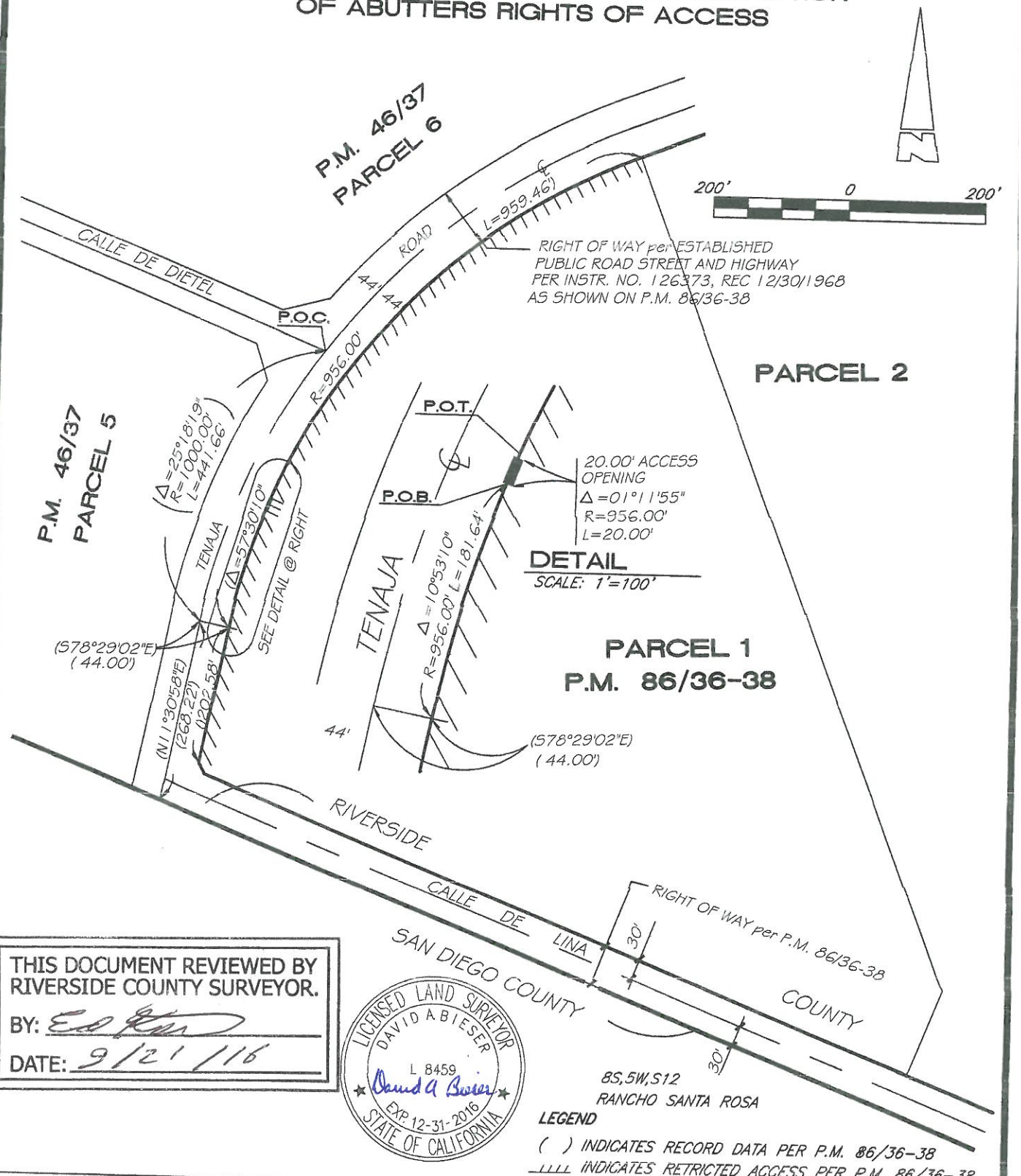
LICENSED LAND SURVEYOR
DAVID A. BIESER
NO. L8459
David A Bieser
EXP. 12/31/2016
STATE OF CALIFORNIA

Attachment: Resolution No. 2016-194 Vac Abutters Rts Tenaja AATF (2215 : Res. No. 2016-194)

EXHIBIT "B"

TENAJA ROAD

VACATION OF A PORTION OF THE RESTRICTION OF ABUTTERS RIGHTS OF ACCESS



THIS DOCUMENT REVIEWED BY RIVERSIDE COUNTY SURVEYOR.
BY: Ed Gun
DATE: 9/21/16

LICENSED LAND SURVEYOR
DAVID A BIESER
L 8459
David A Bieser
EXP. 12-31-2016
STATE OF CALIFORNIA

LEGEND

( ) INDICATES RECORD DATA PER P.M. 86/36-38
IIII INDICATES RETRICTED ACCESS PER P.M. 86/36-38

SCALE: AS NOTED	DRAWN BY: JB DATE: 4/20/2016	THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT	SHEET 1 OF 1

Attachment: Resolution No. 2016-194 Vac Abutters Rts Tenaja AATF (2215 : Res. No. 2016-194)

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

Item **2.15**

SUBMITTAL DATE: September 7, 2016

FROM : TLMA-TRANSPORTATION:

SUBJECT: Resolution No. 2016-122, Accepting a Portion of Watson Road in the Homeland Area. This Acceptance is Exempt Pursuant to the California Environmental Quality Act (CEQA). 3rd District; [$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the Acceptance of a Portion of Watson Road is categorically exempt from the CEQA pursuant to Section 15060(c)(2) and 15061(b)(3) of the State CEQA Guidelines; and
2. Adopt Resolution No. 2016-122, Accepting a Portion of Watson Road in the Homeland Area; and
3. Direct the Clerk of the Board to deliver the Notice of Exemption to the Office of the County Clerk for filing within five (5) working days of this Board hearing.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	$ 0	$ 0	$ 0	$ 0
NET COUNTY COST	$ 0	$ 0	$ 0	$ 0
SOURCE OF FUNDS: N/A			**Budget Adjustment:** N/A	
			For Fiscal Year: N/A	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Riverside County Flood Control and Water Conservation District has requested the acceptance of a Portion of Watson Road for the purpose of acquiring an encroachment permit for the installation of a storm drain line. Watson Road will be accepted for public use but will not be included into the County Maintained System. The Riverside County Flood Control and Water Conservation District will be responsible for CEQA during the construction of the storm drain line. As determined in the attached Notice of Exemption, the Project is exempt from the provisions of CEQA pursuant to Categorical Exemption 15060(c)(2) and 15061(b)(3) of the State CEQA Guidelines. The Acceptance will not result in any specific or general exceptions to the use of the categorical exemption and will not cause any direct or indirect physical environmental impacts.

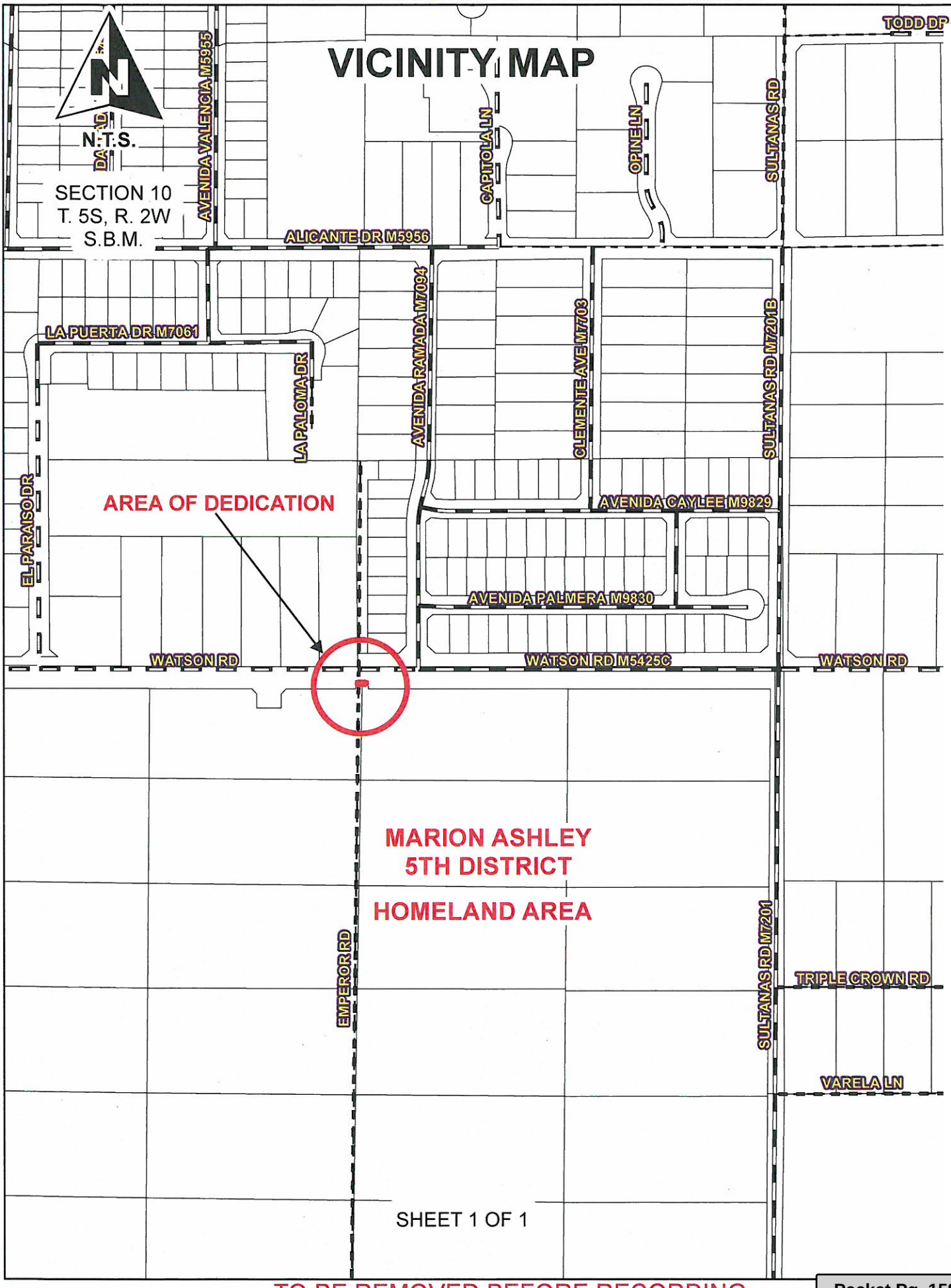
Impact on Residents and Businesses

This acceptance will have no impact on any residents or businesses.

ATTACHMENTS:

Vicinity Map
Resolution No. 2016-122 with Exhibits "A" and "B"
Notice of Exemption

TO BE REMOVED BEFORE RECORDING



TO BE REMOVED BEFORE RECORDING

Attachment: Vicinity Map (1878 : Resolution No. 2016-122)

Board of Supervisors County of Riverside

RESOLUTION NO. 2016-122

ACCEPTING A PORTION OF WATSON ROAD IN THE HOMELAND AREA

(Third Supervisorial District)

WHEREAS, the hereinafter-described road was offered for dedication for road and public utility purposes on the map hereinafter-referred to, which said offers of dedication have not been previously accepted for public use by the County of Riverside, now, therefore;

BE IT RESOLVED, FOUND, DETERMINED AND ORDERED by the Board of Supervisors of the County of Riverside, State of California, in regular session assembled on _____, 2016, that this Board accepts said offers of dedication and recognizes that this road is a public road open for use by the general public;

BE IT FURTHER RESOLVED, DETERMINED, AND ORDERED that this acceptance is for the purpose of vesting title in the County of Riverside on behalf of the public for public road and utility uses, and is not an acceptance of the road into the County Maintained Road System pursuant to Section 941 of the Streets and Highways Code and that said road will not become part of the County Maintained Road System unless subsequently accepted into said Maintained Road System by a resolution adopted by this Board;

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

Attachment: Resolution No. 2016-122 with Exhibits "A" and "B" (1878 : Resolution No. 2016-122)

Watson Road

That portion of Watson Road (30.00 feet wide) shown as lot "F" on Map of Romola Farms No. 5, recorded in Book 14, Pages 44 through 46, inclusive, of Maps, Records of Riverside County, California, described as follows:

SEE LEGAL DESCRIPTION AND PLAT ATTACHED HERETO
AS EXHIBITS "A" AND "B" AND MADE A PART HEREOF

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

WJH W.O. NO. SUR15043

Attachment: Resolution No. 2016-122 with Exhibits "A" and "B" (1878 : Resolution No. 2016-122)

Exhibit "A"

Public Road and Utility Easement
Legal Description
Homeland MDP Line 1
Parcel 4345-11D

Being a portion of Lot F as shown in Map Book 14, Pages 44 through 46, inclusive, records of Riverside County, State of California. Located in Section 7, Township 5 South, Range 2 West, San Bernardino Meridian within the unincorporated territory of Riverside County described as follows:

The Northerly 30.00 feet of said Lot.



JAMES R. McNEILL

Land Surveyor No. 7752
Signed on Behalf of:
Riverside County Flood Control
and Water Conservation District

Date: 10-22-15

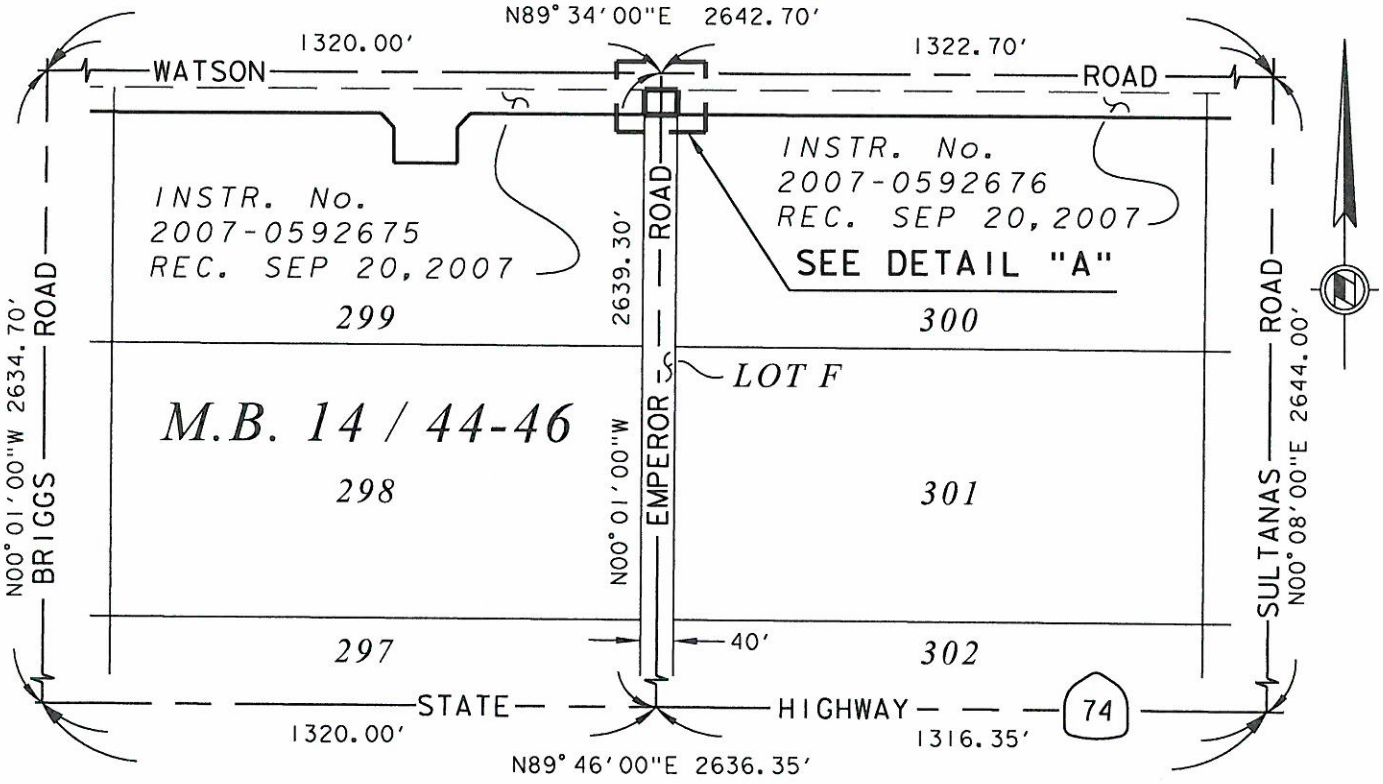
THIS DOCUMENT REVIEWED BY
RIVERSIDE COUNTY SURVEYOR.
BY: Edward D Hunt
DATE: 8-11-2016

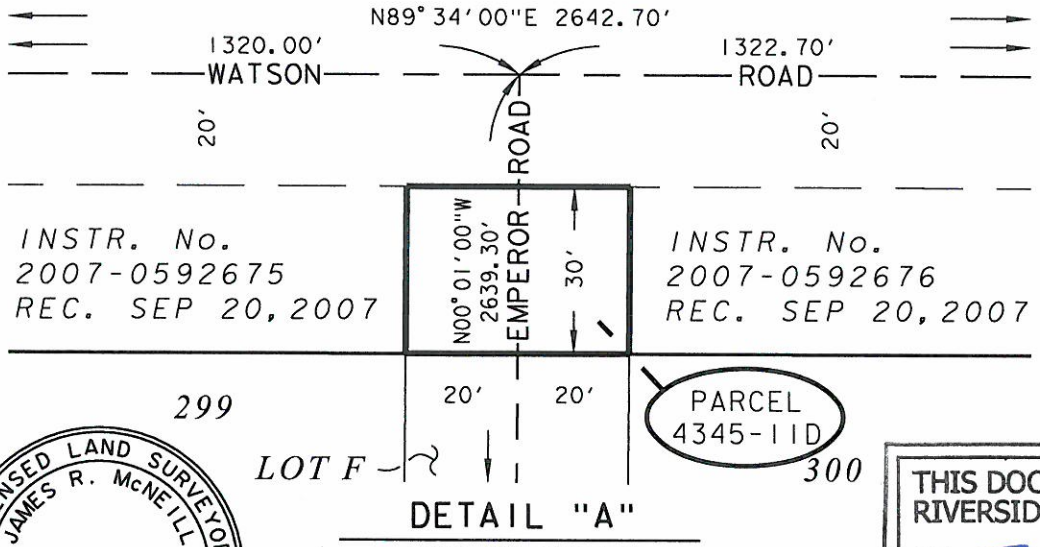
Attachment: Resolution No. 2016-122 with Exhibits "A" and "B" (1878 : Resolution No. 2016-122)

Exhibit "B"

PUBLIC ROAD AND UTILITY EASEMENT

BEING A PORTION OF LOT F AS SHOWN IN MAP BOOK 14, PAGES 44 THROUGH 46, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, WITHIN THE UNINCORPORATED TERRITORY OF RIVERSIDE COUNTY.





DETAIL "A"

NOT TO SCALE

LICENSED LAND SURVEYOR
JAMES R. McNEILL
LS 7752
Exp. 12-31-15
STATE OF CALIFORNIA

DATE: 10-22-15

THIS DOCUMENT REVIEWED BY RIVERSIDE COUNTY SURVEYOR.
BY: [signature]
DATE: 8-11-2016

SEC. 10, T5S, R2W, SBM

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT
1995 MARKET ST. RIVERSIDE, CA. 92501

PROJECT NAME: HOMELAND MDP LINE I			
THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.	RCFC PARCEL NUMBER(S): PARCEL 4345-11D	SCALE: NO SCALE	PREPARED BY: DAB
		OCT-22-2015	SHEET NO. 1 OF 1

Attachment: Resolution No. 2016-122 with Exhibits "A" and "B" (1878 : Resolution No. 2016-122)

NOTICE OF EXEMPTION

Project Name: Accepting a Portion of Watson Road in the Homeland area.

Project Number: SUR15043 SU12

Project Location: Homeland Area (See Exhibit "A")

Description of Project: Accepting a Portion of Watson Road in the Homeland area.

Name of Public Agency Approving Project: County of Riverside, Transportation Department, Survey Division.

Name of Person or Agency Carrying Out Project: Wesley Hohenberger, County of Riverside Transportation Department, Survey Division.

Exempt Status: California Environmental Quality Act (CEQA) Guidelines, Section 15061(b)(3), General Rule "Common Sense" Exemption. Not a "project" as defined under State CEQA Guidelines, Section 15060(c)(2).

Reasons Why Project is Exempt: The acceptance of a street has been determined to not be a "project" as defined under State CEQA Guidelines section 15060(c)(2). However, even if it was determined to be a project under CEQA for analysis purposes, the project is exempt from the provisions of CEQA specifically by the State CEQA Guidelines as identified below. The acceptance of the existing roadway will not result in any specific or general exceptions to the use of the categorical exemption as detailed under State CEQA Guidelines Section 15300.2. The project will not cause any impacts to scenic resources, historic resources, or unique sensitive environments. Further, no unusual circumstances or potential cumulative impacts would occur that may reasonably create an environmental impact. The acceptance of a portion of this street will not have an effect on the environment; thus, the County has deemed this does not meet the definition of a "project" under CEQA and no environmental impacts are anticipated to occur.

- Section 15061(b)(3) - General Rule "Common Sense" Exemption. With certainty, there is no possibility that the proposed acceptance may have a significant effect on the environment. The acceptance of a street will not require any construction activities, change the use or intensity of the existing site to create a physical environmental impact, and would not lead to any direct or reasonably foreseeable indirect physical environmental impacts. Therefore, in no way would the acceptance as proposed have the potential to cause a significant environmental impact and the acceptance is exempt from further CEQA analysis.
- Section 15060(c)(2) – for purposes of analysis under CEQA, the acceptance of the roadway is not a "project" under CEQA pursuant to Section 15060(c)(2). An action by a

Attachment: Notice of Exemption (1878 : Resolution No. 2016-122)

public agency is only a "project" subject to CEQA if the action might result in a physical change in the environment. Based upon a review of the whole action undertaken, supported, or authorized by the County, in no way will the acceptance of the roadway increase the use of the site, result in increased development or construction impacts, or lead to any direct, indirect, or cumulative physical environmental impacts.

Based upon the identified exemptions above, the County of Riverside hereby concludes that no physical environmental impacts are anticipated to occur and the project as proposed is exempt under CEQA. No further environmental analysis is warranted.

Signed: _____ **Date:** 9-7-16

Richard G. Lantis, Riverside County Surveyor

Attachment: Notice of Exemption (1878 : Resolution No. 2016-122)

RIVERSIDE COUNTY CLERK & RECORDER

AUTHORIZATION TO BILL BY JOURNAL VOUCHER

-TO BE FILLED IN BY SUBMITTING AGENCY-

AUTHORIZATION NUMBER: W.O SUR15043 SU12
Accounting String: 537280-20260-3130500000 ZSUR15043

AMOUNT: $50.00

DATE: 7/19/16

AGENCY: Riverside County Transportation Dept-Survey Division

THIS AUTHORIZES THE COUNTY CLERK & RECORDER TO ISSUE A VOUCHER FOR PAYMENT OF ALL FILING AND HANDLING FEES FOR THE ACCOMPANYING DOCUMENT(S).

NUMBER OF DOCUMENTS INCLUDED: One (1)

AUTHORIZED BY: Ed Hunt, Supervising Land Surveyor

Signature: 

PRESENTED BY: Ed Hunt

ACCOUNTING CONTACT PERSON: **Rachelle Daaca 955-6852**

-TO BE FILLED IN BY COUNTY CLERK-

ACCEPTED BY: _

DATE: _

RECEIPT # (S) _

Attachment: Notice of Exemption (1878 : Resolution No. 2016-122)

Board of Supervisors County of Riverside

RESOLUTION NO. 2016-122

ACCEPTING A PORTION OF WATSON ROAD IN THE HOMELAND AREA

(Third Supervisorial District)

WHEREAS, the hereinafter-described road was offered for dedication for road and public utility purposes on the map hereinafter-referred to, which said offers of dedication have not been previously accepted for public use by the County of Riverside, now, therefore;

BE IT RESOLVED, FOUND, DETERMINED AND ORDERED by the Board of Supervisors of the County of Riverside, State of California, in regular session assembled on _____, 2016, that this Board accepts said offers of dedication and recognizes that this road is a public road open for use by the general public;

BE IT FURTHER RESOLVED, DETERMINED, AND ORDERED that this acceptance is for the purpose of vesting title in the County of Riverside on behalf of the public for public road and utility uses, and is not an acceptance of the road into the County Maintained Road System pursuant to Section 941 of the Streets and Highways Code and that said road will not become part of the County Maintained Road System unless subsequently accepted into said Maintained Road System by a resolution adopted by this Board;

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

FORM APPROVED COUNTY COUNSEL
BY: Synthia M Gunzel 10-13-16
SYNTHIA M. GUNZEL DATE

Attachment: Resolution No 2016-122 Accepting Portion of Watson Rd AATF (1878 : Resolution No. 2016-122)

Watson Road

That portion of Watson Road (30.00 feet wide) shown as lot "F" on Map of Romola Farms No. 5, recorded in Book 14, Pages 44 through 46, inclusive, of Maps, Records of Riverside County, California, described as follows:

SEE LEGAL DESCRIPTION AND PLAT ATTACHED HERETO

AS EXHIBITS "A" AND "B" AND MADE A PART HEREOF

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

WJH W.O. NO. SUR15043

Attachment: Resolution No 2016-122 Accepting Portion of Watson Rd AATF (1878 : Resolution No. 2016-122)

Exhibit "A"

Public Road and Utility Easement
Legal Description
Homeland MDP Line 1
Parcel 4345-11D

Being a portion of Lot F as shown in Map Book 14, Pages 44 through 46, inclusive, records of Riverside County, State of California. Located in Section 7, Township 5 South, Range 2 West, San Bernardino Meridian within the unincorporated territory of Riverside County described as follows:

The Northerly 30.00 feet of said Lot.



JAMES R. McNEILL

Land Surveyor No. 7752
Signed on Behalf of:
Riverside County Flood Control
and Water Conservation District

Date: 10-22-15

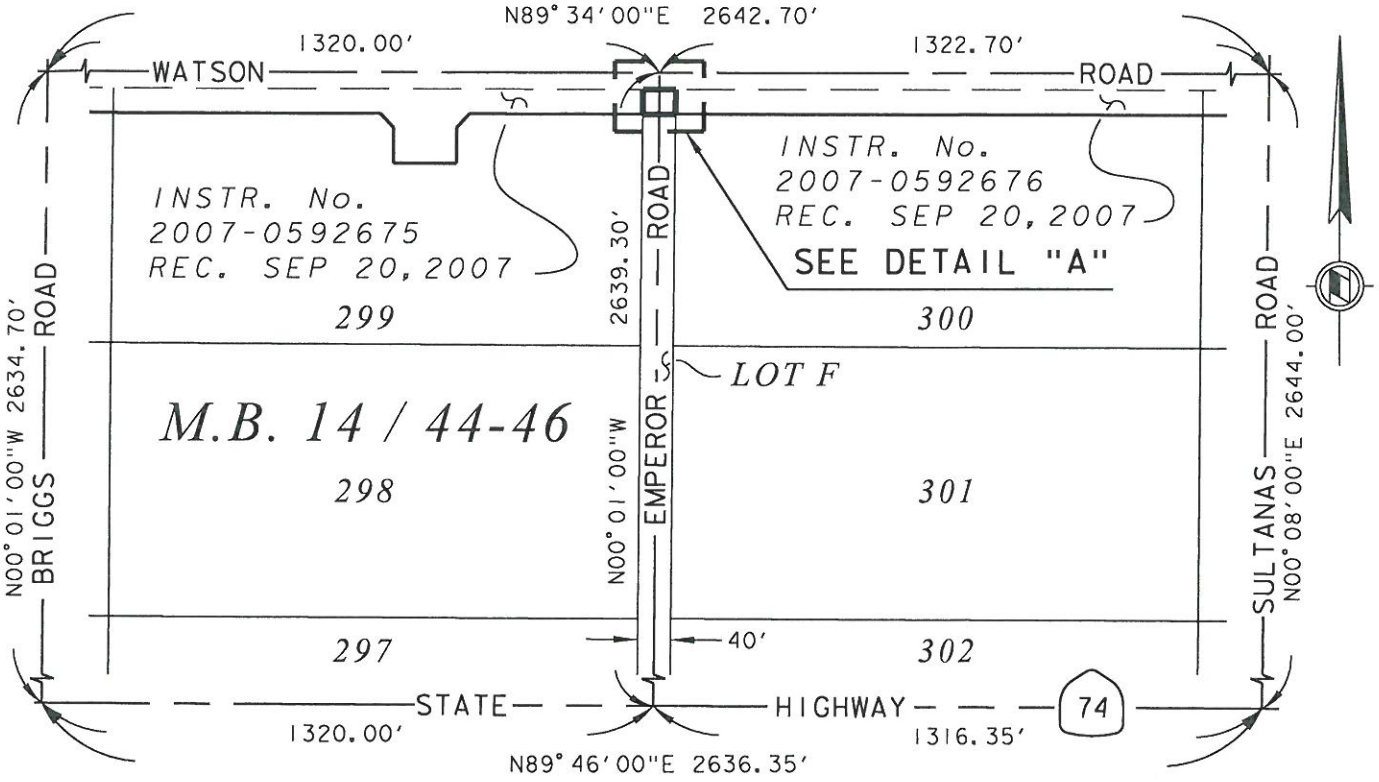
THIS DOCUMENT REVIEWED BY
RIVERSIDE COUNTY SURVEYOR.
BY: Edward D. Hunt
DATE: 8-11-2016

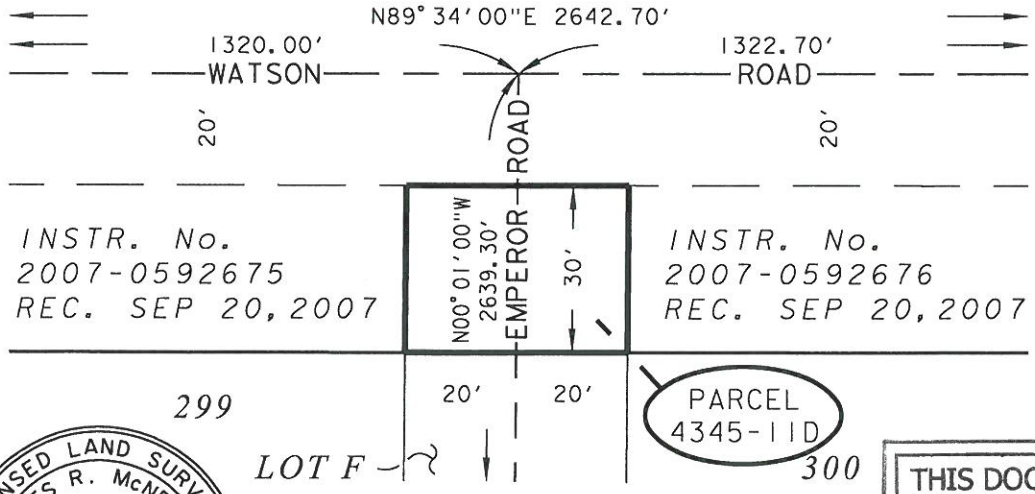
Attachment: Resolution No 2016-122 Accepting Portion of Watson Rd AATF (1878 : Resolution No. 2016-122)

Exhibit "B"

PUBLIC ROAD AND UTILITY EASEMENT

BEING A PORTION OF LOT F AS SHOWN IN MAP BOOK 14, PAGES 44 THROUGH 46, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, WITHIN THE UNINCORPORATED TERRITORY OF RIVERSIDE COUNTY.





DETAIL "A"
NOT TO SCALE

LICENSED LAND SURVEYOR
JAMES R. McNEILL
LS 7752
Exp. 12-31-15
STATE OF CALIFORNIA

DATE: 10-22-15

THIS DOCUMENT REVIEWED BY RIVERSIDE COUNTY SURVEYOR.
BY:
DATE: 8-11-2016

SEC. 10, T5S, R2W, SBM

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT
1995 MARKET ST. RIVERSIDE, CA. 92501

PROJECT NAME: HOMELAND MDP LINE 1			
THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.	RCFC PARCEL NUMBER(S): PARCEL 4345-11D	SCALE: NO SCALE	PREPARED BY: DAB
		OCT-22-2015	SHEET NO. 1 OF 1

Attachment: Resolution No 2016-122 Accepting Portion of Watson Rd AATF (1878 : Resolution No. 2016-122)

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

SUBMITTAL DATE:
October 13, 2016

FROM : TREASURER-TAX COLLECTOR:

SUBJECT: Treasurer's Monthly Statement of County and School Funds

RECOMMENDED MOTION: That the Board of Supervisors:

1. Receives and files the attached Treasurer's "Monthly Statement of County and School Funds" for September 2016.

Consent

BACKGROUND:

Summary

The Treasurer's "Monthly Statement of County and School Funds" for September 2016 is being submitted to the Board of Supervisors. The attached reconciled report for the month ending September 2016 shows total receipts and disbursements for each fund for the report period.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	$ 0	$ 0	$ 0	$ 0
NET COUNTY COST	$ 0	$ 0	$ 0	$ 0

SOURCE OF FUNDS:	Budget Adjustment:	No
	For Fiscal Year:	16/17

C.E.O. RECOMMENDATION:

Riverside County

Fund Summary Report

9/1/16 - 9/30/16

Fund	Fund Name	Balance Forward	Total Debits	Total Credits	Investments	Total
010000	GENERAL FUND	$187,968,854.68	$154,055,255.65	$277,947,479.78	0.00	$64,076,630.55
010100	COUNTY CLEARING	$19,435,250.76	$845,595,772.12	$902,993,992.69	0.00	($37,962,969.81)
011008	CRT SVS AB709 AUTOMATED TR FD	$3,792,850.00	$40,648.00	$0.00	0.00	$3,833,498.00
011009	AB 818 PROP TX ADMN PROGRAM	$0.00	$0.00	$0.00	0.00	$0.00
011011	AUDITORS TRUST - FORGED	($188,789.75)	$0.00	$744.60	0.00	($189,534.35)
011012	AUDITORS TRUST-UNDISTR R	$0.00	$0.00	$0.00	0.00	$0.00
011013	AUTO THEFT ALLOCATION	$383,912.99	$35,383.40	$43,470.02	0.00	$375,826.37
011016	CITATION SIGN-OFF	$202,027.95	$1,864.82	$0.00	0.00	$203,892.77
011017	CONSUMER PROTECTION PROS. FUND	$11,226,304.63	$1,331,847.00	$1,171,300.00	0.00	$11,386,851.63
011018	DA FORFEITED ASSET TRUST	$2,052,785.52	$76,406.92	$1,064.00	0.00	$2,128,128.44
011019	DA VEHICLE THEFT ALLOC	$259,007.83	$0.00	$259,007.83	0.00	$0.00
011021	SOCIAL SERVICES-REALIGNMENT	$0.00	$10,226,103.87	$6,980,557.60	0.00	$3,245,546.27
011022	DRUG PREVENTION-EDUCATION	$1,915,615.07	$23,622.19	$0.00	0.00	$1,939,237.26
011024	PROP 36 SA/CRIME PREV	$324,423.25	$402.93	$3,997.59	0.00	$320,828.59
011026	FEDERAL ASSET SHARE	$7,127,045.39	$37,012.47	$0.00	0.00	$7,164,057.86
011028	DA ASSET FORF	$3,685,186.16	$112,838.71	$526.19	0.00	$3,797,498.68
011029	D.A. TAX INTERCEPT REFUN	$13,215.88	$0.00	$0.00	0.00	$13,215.88
011030	DEPT 0F HEALTH- REALIGNMENT	$0.00	$0.00	$0.00	0.00	$0.00
011031	INCENTIVES	$615,759.27	$764.76	$0.00	0.00	$616,524.03
011032	MENTAL HEALTH-REALIGNMENT	$482,332.02	$0.00	$0.00	0.00	$482,332.02
011034	NIGHT COURT ASSES/WST RIV JUD	$117.02	$0.14	$0.00	0.00	$117.16
011036	PROP 99 GEN CHDP	$8,139.53	$10.11	$0.00	0.00	$8,149.64
011037	PROP 99 GEN CHDP	$4,159.21	$5.17	$0.00	0.00	$4,164.38
011038	EMERGENCY MEDICAL SVS SB12	$5,445,977.30	$355,122.07	$1,111,663.04	0.00	$4,689,436.33
011039	CFD88-4 TRUST	$4,812,080.82	$0.00	$3,017,850.00	0.00	$1,794,230.82
011040	RECORDERS VITAL & HEALTH STATI	$233,799.55	$14,285.80	$1,425.60	0.00	$246,659.75
011041	REAL ESTATE FRAUD PROSECUTION	$5,130,828.88	$757,237.00	$514,739.20	0.00	$5,373,326.68
011042	R F U ASSET FORFEITURE	$808,577.83	$92,733.24	$0.00	0.00	$901,311.07
011046	VITAL & HEALTH STATISTICS	$562,760.12	$16,344.10	$0.00	0.00	$579,104.22
011047	BRADLEY RD. #4-5 REDEMPTION	$101,752.51	$0.00	$0.00	0.00	$101,752.51
011048	AB2086 ALCOHOL CONTROL T	$1,378,215.16	$17,315.95	$0.00	0.00	$1,395,531.11
011050	AB 189 ASSESSMENT	$1,474,751.67	$141,812.83	$0.00	0.00	$1,616,564.50
011051	LLEBG 2001 GRANT PROBATION	$0.58	$0.00	$0.58	0.00	$0.00
011053	CIWMB LOCAL ENDORECEMENT	$2,866.71	$4,211.33	$0.00	0.00	$7,078.04
011054	COURTHOUSE TEMP CONST FU	$2,402,600.59	$389,726.73	$356,290.13	0.00	$2,436,037.19
011055	DOMESTIC VIOLENCE PROGRAM	$1,728,226.61	$43,070.78	$67,221.20	0.00	$1,704,076.19

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Fund	Fund Name	Balance Forward	Total Debits	Total Credits	Investments	Total
011056	DPSS GRANTS TRUST	$23,750,321.98	$2,168,837.77	$0.00	0.00	$25,919,159.75
011059	HAZARDOUS WASTE GENERATO	$3,215,983.03	$3,994.18	$0.00	0.00	$3,219,977.21
011060	TAX LOSSES RESERVE FUND	$21,801,044.76	$0.00	$0.00	0.00	$21,801,044.76
011061	TAX RESOURCES FUND	($2.20)	$0.00	$0.00	0.00	($2.20)
011062	DIF PROGRAM ADMIN	$18,191.35	$10.01	$0.00	0.00	$18,201.36
011063	DPSS WELFARE ADV	$26,513,084.42	$67,534,570.51	$28,697,027.06	0.00	$65,350,627.87
011064	TB PREV & CONTROL ALA AWARD	$875,446.11	$1,112.77	$973.15	0.00	$875,585.73
011065	REGISTRATION MOBILE HOME	$165,091.69	$0.00	$3,453.20	0.00	$161,638.49
011067	SHERIFF WRIT ASSESSMENT	$4,043,670.37	$39,888.00	$0.00	0.00	$4,083,558.37
011068	PROBATION DEPT	$2.47	$0.00	$2.47	0.00	$0.00
011069	COUNTY EXEC OFFICE	$0.00	$0.00	$0.00	0.00	$0.00
011072	YOUTH PROTECTION	$474,896.88	$1,099.75	$3,188.42	0.00	$472,808.21
011076	RECORDER AUTOMATION FUND	$6,531,541.69	$258,461.00	$513.78	0.00	$6,789,488.91
011077	RECORDER MICROFILMER	$307,966.76	$51,169.00	$0.00	0.00	$359,135.76
011078	GRADING PREFORMANCE BONDS	$272.90	$0.33	$0.00	0.00	$273.23
011079	SPEC COND IMPROV SEC	$14,069.66	$17.48	$0.00	0.00	$14,087.14
011081	J. EDWARD EBERLY MEM.	$39,517.80	$49.08	$0.00	0.00	$39,566.88
011082	DEAN STOUT MEMORIAL	$203.62	$0.00	$0.00	0.00	$203.62
011084	LOCAL LEAD TOBACCO EDUCATION	$117,674.60	$181.38	$697.47	0.00	$117,158.51
011085	BOOKING FEE RECOVERY	$16,734,094.97	$199,275.91	$0.00	0.00	$16,933,370.88
011086	FAMILY SUPPORT REIMBURSEMENT	$113,479.80	$3,764,208.79	$3,762,698.00	0.00	$114,990.59
011087	AUTO COUNTY WARRANT	$612,246.89	$164.34	$0.00	0.00	$612,411.23
011088	PUBLIC SAFETY INTERN ACADEMY	$3,581.82	$0.00	$0.00	0.00	$3,581.82
011089	LOCAL ENFORCE AGENCY TIP FEES	$420,015.85	$0.00	$0.00	0.00	$420,015.85
011092	PROP 10 PRESCHOOL	$33.27	$21.52	$0.00	0.00	$54.79
011093	PROP 10 CHILDRENS CENTER	$2.26	$0.00	$0.00	0.00	$2.26
011095	SUB ABUSE SGF FUNDS	$0.00	$0.00	$0.00	0.00	$0.00
011096	SUB ABUSE- FEDERAL FUNDS	$1,577,639.93	$212,808.57	$0.00	0.00	$1,790,448.50
011097	STAE DOMESTIC PREP	$1,771.55	$2.20	$0.00	0.00	$1,773.75
011098	AIR QUALITY PROGRAM	$184,311.05	$5,392.97	$0.00	0.00	$189,704.02
011099	WIND IMPLEMENT MONITOR PROG	$269,574.42	$334.81	$0.00	0.00	$269,909.23
011100	WIND ENERGY CONVERSION SYSTEM	$759,463.06	$943.24	$0.00	0.00	$760,406.30
011101	PLANNING SPECIAL PROJECTS	$103,349.06	$128.35	$0.00	0.00	$103,477.41
011102	CHA ANIMAL CONTROL SERVICES	$84,124.94	$0.00	$0.00	0.00	$84,124.94
011103	STSA ESCROW	$3,441,074.22	$4,273.76	$0.00	0.00	$3,445,347.98
011109	COMMUNITY HEALTH DONATIONS	$226,602.69	$2,494.12	$0.00	0.00	$229,096.81

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Fund	Fund Name	Balance Forward	Total Debits	Total Credits	Investments	Total
011110	ROBERT HOWIE MON FUND	$31,171.11	$0.00	$0.00	0.00	$31,171.11
011114	TEMESCAL VALLEY - SYNAGRO FUND	$1,319,659.09	$0.00	$0.00	0.00	$1,319,659.09
011115	MENTAL HEALTH SERVICES	$126,023,480.08	$4,652,741.72	$7,216,250.08	0.00	$123,459,971.72
011116	MOSQUITO CONTROL-VBDS	$52,416.97	$65.11	$0.00	0.00	$52,482.08
011117	JAG-2005 DJ-BX-0176	$951.66	$1.18	$0.00	0.00	$952.84
011118	DOI AUTO INSURANCE FRAUD	$36,067.72	$100.95	$0.00	0.00	$36,168.67
011120	JAG-2006 DJ-BX-0076	$1.11	$0.01	$0.00	0.00	$1.12
011121	OPEB DESIGNATED FUNDS	$2,421,273.16	$80,847.25	$2.80	0.00	$2,502,117.61
011123	INDIAN GAMING SPC DIST.	$271,111.77	$377.12	$0.00	0.00	$271,488.89
011126	YOUTHFUL OFFENDER BLOCK GRANT	$0.00	$0.00	$0.00	0.00	$0.00
011128	SOCIAL SECURITY TRUNCATION	$1,256,580.73	$52,926.00	$0.00	0.00	$1,309,506.73
011129	ELECTRONIC RECORDING FEE	$85,058.84	$52,925.00	$3,147.71	0.00	$134,836.13
011130	IDYLLWILD LIBRARY EXPANSION	$0.00	$0.00	$0.00	0.00	$0.00
011131	PARIMUTUEL IN-LIEU	$35,077.58	$0.00	$0.00	0.00	$35,077.58
011133	CRIMINAL FORFEIT ADJUDICATED	$229,538.12	$285.08	$0.00	0.00	$229,823.20
011135	AB158 PECHANGA	$2.41	$0.01	$0.00	0.00	$2.42
011136	AB158 MORONGO	$89.59	$0.11	$0.00	0.00	$89.70
011137	AB158 CABAZON	$454.67	$0.55	$0.00	0.00	$455.22
011138	AB158 AUGUSTINE	$43,973.63	$143.19	$0.00	0.00	$44,116.82
011139	AB158 AGUA CALIENTE	$96.25	$0.12	$0.00	0.00	$96.37
011140	AB158 TWENTY-NINE PALMS	$127.22	$0.16	$0.00	0.00	$127.38
011142	ILLEGAL DUMPING PROGRAM	$81,725.24	$101.50	$0.00	0.00	$81,826.74
011143	AB 158 CASINO MORONGO DA	$438.43	$296.56	$0.00	0.00	$734.99
011144	AB 158 PECHANGA RESORT DA	$435.68	$111.40	$0.00	0.00	$547.08
011145	AB 158 SOBOBA CASINO DA	$0.15	$0.00	$0.00	0.00	$0.15
011146	AB 158 SPOTLIGHT 29 CASINO DA	$0.05	$0.00	$0.00	0.00	$0.05
011147	AB 158 AUGUSTINE CASINO	$0.02	$0.00	$0.00	0.00	$0.02
011148	JAG ARRA FY09	$0.00	$0.00	$0.00	0.00	$0.00
011149	DISPUTE RESOLUTION PROGRAM	$34,046.40	$36,199.83	$30,000.00	0.00	$40,246.23
011151	DA LAW ENFORCEMENT TRAINING	$330,058.18	$345.08	$0.00	0.00	$330,403.26
011152	DA EXPERT WITNESS	$30,793.28	$38.25	$0.00	0.00	$30,831.53
011153	Evidence Based Prob SUPVN JAGX	$1,321.36	$0.00	$0.00	0.00	$1,321.36
011154	EDA ENERGY CONSERVATION FUND	$541,519.22	$15,573.04	$0.00	0.00	$557,092.26
011155	JAG 2010 DJ BX 0339	$0.00	$0.00	$0.00	0.00	$0.00
011156	AUTO INSURANCE FRAUD-URBAN	$31,873.79	$41.24	$0.00	0.00	$31,915.03
011157	LIFE & ANNUITY CONSUMER PROTEC	$41.15	$23.17	$0.00	0.00	$64.32

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Fund	Fund Name	Balance Forward	Total Debits	Total Credits	Investments	Total
011158	WORKERS COMPENSATION INS FRAUD	$403,875.80	$278.27	$356,231.21	0.00	$47,922.86
011159	Fantasy Springs Casino	$0.09	$0.00	$0.00	0.00	$0.09
011160	Spa Casino & Agua Caliente Cas	$110,200.54	$67.29	$0.00	0.00	$110,267.83
011161	County Local Revenue Fund 2011	$0.00	$0.00	$0.00	0.00	$0.00
011162	AB118 COMM CORRECTIONS PARTNER	$0.00	$0.00	$0.00	0.00	$0.00
011163	AB118 ONE TIME STARTUP COSTS	$0.00	$0.00	$0.00	0.00	$0.00
011164	SB678-(CCPIF) INCENTIVE FUNDS	$14,422,075.26	$22,646.90	$0.00	0.00	$14,444,722.16
011165	JAG 2011-DJ-BX-2330	$0.00	$0.00	$0.00	0.00	$0.00
011166	AB158 Soboba FY 10-11	$43.71	$3.76	$0.00	0.00	$47.47
011167	LOCAL REVENUE FUND 2011	$75,538,749.09	$37,993,523.02	$19,201,193.39	0.00	$94,331,078.72
011168	Public Defender Registration	$41,186.70	$500.00	$0.00	0.00	$41,686.70
011169	JAG 2013-DJ-BX-0324	$14,350.62	$90.41	$0.00	0.00	$14,441.03
011170	Indian Gamin Grant	$0.00	$0.00	$0.00	0.00	$0.00
011174	Disability & Hlthcre Ins Fraud	$151,901.97	$369.26	$0.00	0.00	$152,271.23
011175	Reallignment-Family Support	$7,688,240.56	$4,608,575.37	$2,817,407.13	0.00	$9,479,408.80
011176	ENHANCED SERVICES OUTREACH FND	$282,304.65	$0.00	$0.00	0.00	$282,304.65
011177	SCAPAP 2014 SB 854	$5,669,784.12	$0.00	$517.79	0.00	$5,669,266.33
011178	WARD WELFARE FUND-PROBATION	$12,266.95	$8.14	$0.00	0.00	$12,275.09
011179	RST FOR FED ADJ ASSET FORFEIT	$0.00	$0.00	$0.00	0.00	$0.00
011180	RST FOR STATE ADJ ASSET FORFEI	$0.00	$78.78	$0.00	0.00	$78.78
011181	RST FOR STATE HLDNG UNADJUD	$0.00	$0.00	$0.00	0.00	$0.00
011182	JAG 2015-DJ-BX-0213	$250,690.10	$10,111.04	$9,667.42	0.00	$251,133.72
011183	PROCEEDS FROM SALE OF CTY PROP	$0.00	$148,156.99	$0.00	0.00	$148,156.99
015000	SPECIAL ACCOUNTING	$3,691,413.13	$42,142.48	$92,813.21	0.00	$3,640,742.40
015100	ADMINISTRATION	$604,329.51	$2,554,009.57	$3,442,488.93	0.00	($284,149.85)
015104	FC-LMS SURCHARGE	$3,301.30	$1,044.47	$0.00	0.00	$4,345.77
015105	FLOOD CONTROL FUNDED LEAVE BAL	$637,564.47	$75,434.47	$0.00	0.00	$712,998.94
020000	TRANSPORTATION	$23,560,300.00	$10,380,844.34	$14,018,610.42	0.00	$19,922,533.92
020001	I-10 INTERCHANGE REIMBURSEMENT	$344,829.36	$2,349.05	$292,049.27	0.00	$55,129.14
020002	COUNTY TRANS DEVELOPMENT	$0.00	$0.00	$0.00	0.00	$0.00
020004	TRANS DEV-ACT -ART3	$0.00	$0.00	$0.00	0.00	$0.00
020006	ROAD DEPOSITS TRUST	$4,702,706.89	$14,587.85	$100.00	0.00	$4,717,194.74
020007	ROAD MEASURE A	$2,121,028.78	$826,724.75	$47,869.57	0.00	$2,899,883.96
020008	TRANSPORTATION EQUIPMENT	$5,642,935.89	$1,074,146.62	$625,147.89	0.00	$6,091,934.62
020009	DEV CONTRIBUTIONS	$13,649,917.98	$179,893.10	$0.00	0.00	$13,829,811.08
020011	TUMF EARLY RECORDATION FEES	$61,302.58	$66.27	$0.00	0.00	$61,368.85

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Fund	Fund Name	Balance Forward	Total Debits	Total Credits	Investments	Total
020012	PROP 1 B HIGHWAY SAFETY BOND A	$0.00	$0.00	$0.00	0.00	$0.00
020013	HUTA 2103	$28,433,608.32	$1,303,139.90	$5,627.54	0.00	$29,731,120.68
020014	Butterfield Stage Rd STL	$115,927.24	$144.57	$185.10	0.00	$115,886.71
020015	Indian Gaming Mitigation Fund	$82,172.54	$228.63	$64,410.00	0.00	$17,991.17
020016	FEDERAL EXCHANGE AND STATE MAT	$2,614,278.59	$3,219.18	$0.00	0.00	$2,617,497.77
020200	TRANSPORTATION & LAND MANAGEME	$8,247,207.36	$162,514.64	$1,348,880.17	0.00	$7,060,841.83
020201	ORD 6710DEPOSIT BASED FEES	$18,030,516.83	$2,332,415.88	$1,588,841.62	0.00	$18,774,091.09
020202	ORD 671 DEPOSIT BASED FEES	$559,865.65	$19,769.50	$33,938.90	0.00	$545,696.25
020203	LAND MANAGEMENT SYSTEM	$4,387,387.01	$48,024.64	$62,004.52	0.00	$4,373,407.13
020204	GIS COST	$0.00	$0.00	$0.00	0.00	$0.00
020205	ENVIRONMENTAL PROGRAM	$307,554.24	$12.86	$38,696.75	0.00	$268,870.35
020206	LABORDE OHV GRANT	$341,405.48	$424.02	$0.00	0.00	$341,829.50
020207	Conservation Land Bank EPD	$945,428.58	$1,174.21	$0.00	0.00	$946,602.79
020250	BUILDING PERMITS	$5,125,210.90	$582,943.89	$537,716.24	0.00	$5,170,438.55
020260	SURVEY	$2,151,667.82	$123,490.21	$491,320.13	0.00	$1,783,837.90
020261	SURVEY - MONUMENT PRESERVATION	$910,734.84	$14,828.62	$36,608.64	0.00	$888,954.82
020270	CODE ENFORCEMENT COST RECOVERY	$2,286,706.93	$2,988.23	$0.00	0.00	$2,289,695.16
020300	LANDSCAPE MAINTENANCE DISTRICT	$20,759.51	$26.29	$0.00	0.00	$20,785.80
020301	LANDSCAP ZONE 1	$6,763.30	$32.02	$1,404.86	0.00	$5,390.46
020302	LANDSCAPE MAINT ZONE 3	$27,997.03	$37.63	$1,655.82	0.00	$26,378.84
020303	LANDSCAPE ZONE 4	$11,724.77	$14.56	$0.00	0.00	$11,739.33
020304	LANDSCAPE ZONE 5	$3.65	$458.60	$0.00	0.00	$462.25
020305	LANDSCAPE MAINT DIST ZONE 6	$0.18	$0.00	$0.00	0.00	$0.18
020306	LANDSCAPE ZONE 7	$0.99	$0.00	$0.00	0.00	$0.99
020307	LANDSCAPE ZONE 8	$112,749.63	$2,051.27	$11,348.15	0.00	$103,452.75
020308	LANDSCAPE ZONE 9	$0.68	$251.94	$0.00	0.00	$252.62
020309	LANDSCAPE ZONE 10	$52,671.77	$64.03	$1,841.58	0.00	$50,894.22
020310	LANDSCAPE ZONE 14	$1.68	$0.00	$0.00	0.00	$1.68
020311	LANDSCAPE ZONE16	$6.08	$0.00	$0.00	0.00	$6.08
020312	LANDSCAPE ZONE 17	$0.51	$155.28	$0.00	0.00	$155.79
020313	LANDSCAPE ZONE 19	$43,716.38	$55.83	$2,558.94	0.00	$41,213.27
020315	LANDSCAPE ZONE 21	$1.28	$405.23	$0.00	0.00	$406.51
020316	TRANS TLMA	$36,976.26	$53.01	$1,829.57	0.00	$35,199.70
020317	TLMA TRANS	$47,281.83	$62.80	$1,870.16	0.00	$45,474.47
020318	TLMA TRANS	$0.05	$0.00	$0.00	0.00	$0.05
020319	TLMA TRANS	$14,391.24	$23.65	$2,454.56	0.00	$11,960.33

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Fund Summary Report

9/1/16 - 9/30/16

Fund	Fund Name	Balance Forward	Total Debits	Total Credits	Investments	Total
020320	TLMA TRANS	$19,326.24	$22.93	$396.54	0.00	$18,952.63
020321	TLMA TRANS	$11,011.09	$12.08	$368.38	0.00	$10,654.79
020322	TLMA TRANS	$0.00	$0.00	$0.00	0.00	$0.00
020323	TLMA TRANS	$0.00	$0.00	$0.00	0.00	$0.00
020324	TLMA TRANS	$1,108.52	$1.37	$0.00	0.00	$1,109.89
020325	TLMA TRANS	$609.36	$0.67	$45.77	0.00	$564.26
020326	TLMA TRANS	$360.15	$0.40	$34.33	0.00	$326.22
020327	TLMA TRANS	$0.09	$0.00	$0.00	0.00	$0.09
020328	TLMA TRANS	$0.04	$0.00	$0.00	0.00	$0.04
020329	LMD89 ZONE 1	$0.10	$0.00	$0.00	0.00	$0.10
020330	LMD 89 ZONE 8	$0.00	$0.00	$0.00	0.00	$0.00
020331	LMD 89 ZONE 9	$11,148.84	$13.44	$77.14	0.00	$11,085.14
020332	LMD 89 Z0NE 10	$0.00	$0.00	$0.00	0.00	$0.00
020333	LMD 89ZONE 11	$1,324.72	$1.64	$0.00	0.00	$1,326.36
020334	LMD89 ZONE 22	$5,770.47	$7.17	$0.00	0.00	$5,777.64
020335	LMD 89 ZONE 13	$2,052.23	$2.27	$118.13	0.00	$1,936.37
020336	LMD STL ZONE 14	$430.11	$0.59	$31.12	0.00	$399.58
020337	LMD 89 ZONE 15	$0.08	$0.00	$0.00	0.00	$0.08
020338	LMD 89 ZONE 16	$2,134.90	$2.40	$94.92	0.00	$2,042.38
020339	LMD 89 ZONE 17	$0.26	$0.00	$0.00	0.00	$0.26
020340	LMD 89 ZONE 18	$0.00	$0.00	$0.00	0.00	$0.00
020341	LMD 89 ZONE 20	$1,040.05	$1.17	$46.61	0.00	$994.61
020342	LMD 89 ZONE 21	$470.51	$0.55	$15.26	0.00	$455.80
020343	LMD 89 ZONE 22	$1,659.28	$1.66	$45.77	0.00	$1,615.17
020344	LMD 89 ZONE 23	$0.00	$0.00	$0.00	0.00	$0.00
020345	LMD 89 ZONE 24	$0.06	$0.00	$0.00	0.00	$0.06
020346	LMD 89 ZONE 25	$2,688.98	$3.21	$0.00	0.00	$2,692.19
020347	LMD 89 ZONE 27	$0.00	$0.00	$0.00	0.00	$0.00
020348	LMD 89 ZONE 27	$251.99	$0.31	$0.00	0.00	$252.30
020349	LMD 89 ZONE 34	$0.89	$0.00	$0.00	0.00	$0.89
020350	LMD 89 ZONE 11	($1,673.68)	$1.01	$1,046.52	0.00	($2,719.19)
020351	LMD 89 ZONE 31	$30,757.31	$41.74	$923.60	0.00	$29,875.45
020352	LMD 89 ZONE 36	$19,824.46	$26.74	$729.39	0.00	$19,121.81
020353	LMD 89 ZONE 37	$0.05	$0.00	$0.00	0.00	$0.05
020354	LMD 89 ZONE 38	$0.03	$0.00	$0.00	0.00	$0.03
020355	LANDSCAPE & LMD #89-1,ZONE 39	$13,851.57	$19.07	$850.00	0.00	$13,020.64

Attachment: September 2016 (2691 : Fund Summary Report September 2016)

Riverside County

Fund Summary Report

9/1/16 - 9/30/16

Fund	Fund Name	Balance Forward	Total Debits	Total Credits	Investments	Total
020356	LANDSCAPE &LMD #89 ZONE 41	$0.00	$0.00	$0.00	0.00	$0.00
020357	LANDSCAPE & LMD #89 ZONE 42	$0.00	$0.00	$0.00	0.00	$0.00
020358	LANDSCAPE & LMD #89 ZONE 43	$112,486.97	$154.05	$3,848.27	0.00	$108,792.75
020359	LANDSCAPE &LMD #89 ZONE 44	$269,818.42	$353.90	$2,384.36	0.00	$267,787.96
020360	LANDSCAPE&LMD #89 ZONE 45	$30,874.51	$46.95	$3,671.37	0.00	$27,250.09
020361	LANDSCAPE &LMD #89 ZONE 46	$0.00	$0.00	$0.00	0.00	$0.00
020362	LANDSCAPE &LMD #89 ZONE 47	$0.09	$0.00	$0.00	0.00	$0.09
020363	L&LMD 89-1CZONE 49	$0.12	$0.00	$0.00	0.00	$0.12
020364	LANDSCAPE &LMD #89 ZONE 51	$0.00	$0.00	$0.00	0.00	$0.00
020365	LANDSCAPE &LMD #89 ZONE 53	$25,126.83	$31.01	$756.83	0.00	$24,401.01
020366	LANDSCAPE &LMD #89 ZONE 55	$10,828.69	$15.57	$643.82	0.00	$10,200.44
020367	LANDSCAPE &LMD #89 ZONE 19	$0.10	$0.00	$0.00	0.00	$0.10
020368	LANDSCAPE &LMD #89ZONE 26	$0.00	$0.00	$0.00	0.00	$0.00
020369	LANDSCAPE &LMD #89 ZONE 28	$0.00	$0.00	$0.00	0.00	$0.00
020370	LANDSCAPE &LMD #89 ZONE 29	$4,075.25	$4.82	$86.42	0.00	$3,993.65
020371	LANDSCAPE &LMD #89 ZONE30	$929.13	$1.08	$21.63	0.00	$908.58
020372	LANDSCAPE &LMD #89 ZONE 31	$579.91	$0.54	$17.14	0.00	$563.31
020373	LANDSCAPE &LMD #89 ZONE 32	$0.00	$0.00	$0.00	0.00	$0.00
020374	LANDSCAPE &LMD #89 ZONE 35	$0.00	$0.00	$0.00	0.00	$0.00
020375	LANDSCAPE&LMD #89 ZONE 36	$1,180.51	$1.47	$34.29	0.00	$1,147.69
020376	LANDSCAPE &LMD #89 ZONE 37	$752.42	$0.77	$43.22	0.00	$709.97
020377	LANDSCAPE &LMD #89 ZONE 38	$754.14	$0.87	$17.14	0.00	$737.87
020378	LANDSCAPE &LMD #89 ZONE 39	$0.09	$0.00	$0.00	0.00	$0.09
020379	LANDSCAPE &LMD #89 ZONE 41	$0.09	$0.00	$0.00	0.00	$0.09
020380	LANDSCAPE &LMD #89 ZONE 42	$3,753.15	$4.80	$30.52	0.00	$3,727.43
020381	LANDSCAPE &LMD #89 ZONE 43	$1,681.26	$1.99	$22.66	0.00	$1,660.59
020382	LANDSCAPE &LMD #89 ZONE 44	$2,434.96	$3.29	$56.26	0.00	$2,381.99
020383	LANDSCAPE &LMD #89 ZONE 45	$304.04	$0.31	$15.45	0.00	$288.90
020384	LANDSCAPE & LMD #89 ZONE 46	$1,359.61	$1.69	$0.00	0.00	$1,361.30
020385	LBLMD 89-1,STL ZONE 47	$11,969.54	$13.98	$323.75	0.00	$11,659.77
020386	LMD 89 1-C ZONE48	$1,483.40	$1.88	$53.17	0.00	$1,432.11
020387	LMD 89 1-C ZONE 48	$0.00	$0.00	$0.00	0.00	$0.00
020388	LMD 89 1-C ZONE 50	$0.00	$0.00	$0.00	0.00	$0.00
020389	LMD 89 1-C ZONE 51	$0.00	$0.00	$0.00	0.00	$0.00
020390	LMD 89 1-C ZONE 52	$6,463.91	$7.83	$0.00	0.00	$6,471.74
020391	LMD 89 1-C ZONE 54	$1,527.27	$1.71	$51.43	0.00	$1,477.55

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Riverside County

Fund Summary Report

9/1/16 - 9/30/16

Fund	Fund Name	Balance Forward	Total Debits	Total Credits	Investments	Total
020392	LMD 89 1-C ZONE 56	$330.06	$0.38	$10.81	0.00	$319.63
020393	LMD 89 1-C ZONE 57	$2,871.87	$3.25	$77.14	0.00	$2,797.98
020394	LMD 89-1-C ZONE 58	$1,812.48	$2.25	$0.00	0.00	$1,814.73
020395	LMD 89 1-C ZONE 54	$61.76	$0.08	$0.00	0.00	$61.84
020396	LMD 89 1-C ZONE 57	$25,705.64	$32.06	$776.25	0.00	$24,961.45
020397	LMD 89 1-C ZONE 58	$4,418.20	$5.34	$570.22	0.00	$3,853.32
020398	LMD 89 1-C ZONE 59	$0.00	$0.00	$0.00	0.00	$0.00
020399	LMD 89 1-C ZONE 60	$0.05	$0.00	$0.00	0.00	$0.05
020400	MISC ASSESSMENT DISTRICTS	$532,497.29	$661.35	$0.00	0.00	$533,158.64
020401	LMD 89 1-C ZONE 61	$0.26	$0.00	$0.00	0.00	$0.26
020402	LMD 89 C-1 ZONE 62	$0.00	$0.00	$0.00	0.00	$0.00
020403	LMD 89 1-C ZONE 63	$0.09	$0.00	$0.00	0.00	$0.09
020404	LMD 89 1-C ZONE 64	$4,127.30	$5.20	$30.42	0.00	$4,102.08
020405	LMD 89 C-1 ZONE 66	$63,539.20	$77.63	$468.26	0.00	$63,148.57
020406	LMD 89 1-C ZONE 67	$0.00	$0.00	$0.00	0.00	$0.00
020407	LMD 89-1-C ZONE 68	$39,667.70	$50.00	$292.34	0.00	$39,425.36
020408	LMD 89 C-1 ZONE 69	$0.08	$0.00	$0.00	0.00	$0.08
020409	LMD 89 1-C ZONE 71	$0.00	$0.00	$0.00	0.00	$0.00
020410	LMD 89 1-C ZONE 73	$0.28	$0.00	$0.00	0.00	$0.28
020411	LMD 89 1-C ZONE 77	$0.04	$0.00	$0.00	0.00	$0.04
020412	LMD 89 1-C ZONE 33	$0.00	$0.00	$0.00	0.00	$0.00
020413	LMD 89 1-C ZONE 34	$0.00	$0.00	$0.00	0.00	$0.00
020414	LMD 89 1-C ZONE 55	$5,883.20	$6.98	$15.45	0.00	$5,874.73
020415	LANDSCAPE & LMD 89-1 ZONE 53	$2,268.99	$2.71	$15.26	0.00	$2,256.44
020416	LANDSCAPE & LMD NO 89 ZONE 61	$2,125.91	$2.53	$17.14	0.00	$2,111.30
020417	LANDSCAPE & LMD NO 89 ZONE 62	$0.10	$0.00	$0.00	0.00	$0.10
020418	LANDSCAPE &LMD 89-=1ZONE 63	$25.14	$0.03	$0.00	0.00	$25.17
020419	LANDSCAPE & LMD NO 89 ZONE 64	$6,583.39	$7.88	$38.75	0.00	$6,552.52
020420	LANDSCAPE & LMD NO 89 ZONE 65	$9,709.63	$11.39	$60.98	0.00	$9,660.04
020421	LANDSCAPE & LMD 89 ZONE 66	$3,587.13	$4.59	$30.52	0.00	$3,561.20
020422	LANDSCAPE LMD NO 89 ZONE 67	$12,862.68	$15.22	$68.58	0.00	$12,809.32
020423	LANDSCAPE & LMD NO 89 ZONE 68	$2,400.24	$6.09	$10.80	0.00	$2,395.53
020424	LANDSCAPE & LMD NO 89 ZONE 69	$0.33	$0.00	$0.00	0.00	$0.33
020425	LANDSCAPE & LMD NO 89 ZONE 70	$0.00	$0.00	$0.00	0.00	$0.00
020426	LANDSCAPE & LMD NO 89 ZONE 71	$0.00	$0.00	$0.00	0.00	$0.00
020427	LANDSCAPE & LMD NO 89 ZONE 72	$2,039.72	$2.53	$0.00	0.00	$2,042.25

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Riverside County

Fund Summary Report

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Fund	Fund Name	Balance Forward	Total Debits	Total Credits	Investments	Total
020428	LANDSCAPE & LMD NO 89 ZONE 73	$0.00	$0.00	$0.00	0.00	$0.00
020429	LANDSCAPE & LMD NO 89 ZONE 74	$1,854.23	$2.21	$10.80	0.00	$1,845.64
020430	LANDSCAPE & LMD NO 89 ZONE 75	$1,905.87	$2.43	$15.26	0.00	$1,893.04
020431	LANDSCAPE & LMD NO 89 ZONE 76	$2,502.44	$3.11	$15.26	0.00	$2,490.29
020432	LANDSCAPE & LMD NO 89 ZONE 74	$218,013.24	$321.25	$4,716.79	0.00	$213,617.70
020433	LANDSCAPE & LMD NO 89 ZONE 76	$0.00	$0.00	$0.00	0.00	$0.00
020434	LANDSCAPE & LMD NO 89 ZONE 78	$1.14	$0.00	$0.00	0.00	$1.14
020435	LANDSCAPE & LMD NO 89 ZONE 79	$0.00	$0.00	$0.00	0.00	$0.00
020436	LANDSCAPE & LMD NO 89 ZONE 81	$0.05	$0.00	$0.00	0.00	$0.05
020437	LANDSCAPE & LMD NO 89 ZONE 83	$15,938.28	$19.08	$401.58	0.00	$15,555.78
020438	LANDSCAPE & LMD NO 89 ZONE 84	$84,001.98	$121.70	$619.20	0.00	$83,504.48
020439	LANDSCAPE & LMD NO 89 ZONE 85	$0.00	$0.00	$0.00	0.00	$0.00
020440	LANDSCAPE & LMD 89 ZONE 86	$27,142.77	$34.21	$200.04	0.00	$26,976.94
020441	LANDSCAPE & LMD NO 89 ZONE 87	$8.37	$0.02	$0.00	0.00	$8.39
020442	LANDSCAPE & LMD NO 89 ZONE 89	$13,985.29	$17.46	$296.47	0.00	$13,706.28
020443	LANDSCAPE & LMD NO 89 ZONE 90	$0.00	$0.00	$0.00	0.00	$0.00
020444	LANDSCAPE & LMD NO 89 ZONE 91	$48,161.07	$61.20	$1,292.52	0.00	$46,929.75
020445	LANDSCAPE & LMD NO 89 ZONE 92	$13,099.99	$16.56	$96.55	0.00	$13,020.00
020446	LANDSCAPE& LMD NO 89 ZONE 94	$16,322.22	$21.27	$197.09	0.00	$16,146.40
020447	LANDSCAPE & LMD NO 89 ZONE 95	$0.23	$0.00	$0.00	0.00	$0.23
020448	LANDSCAPE & LMD NO 89 ZONE 97	$63,714.19	$81.67	$1,699.75	0.00	$62,096.11
020449	LANDSCAPE & LMD NO 89 ZONE 52	$0.00	$0.00	$0.00	0.00	$0.00
020450	LMDLANDSCAPE 89-1-C ZONE 111	$0.00	$0.00	$0.00	0.00	$0.00
020451	LANDSCAPENO 89 ZONE 72	$54,089.16	$49.55	$399.35	0.00	$53,739.36
020452	LANDSCAPENO 89 ZONE 102	$0.00	$0.00	$0.00	0.00	$0.00
020453	LANDSCAPE NO 89 ZONE 103	$13,158.24	$16.58	$96.97	0.00	$13,077.85
020454	LANDSCAPE NO 89 ZONE 106	$0.10	$0.00	$0.00	0.00	$0.10
020455	LANDSCAPE 89 ZONE 109	$9,825.44	$11.23	$73.23	0.00	$9,763.44
020456	LANDSCAPE NO 89 ZONE 113	$0.05	$0.00	$0.00	0.00	$0.05
020457	LANDSCAPE NO 89 ZONE 77	$0.00	$0.00	$0.00	0.00	$0.00
020458	LANDSCAPE 89 ZONE 78	$5,510.48	$6.33	$61.69	0.00	$5,455.12
020459	LANDSCAPE 89 ZONE 79	$0.00	$0.00	$0.00	0.00	$0.00
020460	LANDSCAPE 89 ZONE 80	$0.00	$0.00	$0.00	0.00	$0.00
020461	LANDSCAPE 89 ZONE 81	$7,347.18	$8.70	$32.41	0.00	$7,323.47
020462	LANDSCAPE LMD 89-1 ZONE 100	$123,625.33	$150.93	$1,691.93	0.00	$122,084.33
020463	LANDSCAPE LMD 89-1 ZONE 110	$0.00	$0.00	$0.00	0.00	$0.00

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Riverside County

Fund Summary Report

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Fund	Fund Name	Balance Forward	Total Debits	Total Credits	Investments	Total
020464	LANDSCAPE LMD 89-1 ZONE 112	$45,267.47	$57.05	$333.61	0.00	$44,990.91
020465	LANDSCAPE LMD 89-1 ZONE 115	$0.00	$0.00	$0.00	0.00	$0.00
020466	LANDSCAPE LMD 89-1 ZONE 116	$0.00	$0.00	$0.00	0.00	$0.00
020467	LANDSCAPE LMD89-1 ZONE 117	$0.04	$0.00	$0.00	0.00	$0.04
020468	LANDSCAPE LMD89-1 ZONE 118	$0.05	$0.00	$0.00	0.00	$0.05
020469	LANDSCAPE LMD 89-1 ZONE 82	$2,941.55	$3.77	$23.61	0.00	$2,921.71
020470	LANDSCAPE LMD 89-1 ZONE 83	$0.00	$0.00	$0.00	0.00	$0.00
020471	LANDSCAPE LMD 89-1 ZONE 84	$0.00	$0.00	$0.00	0.00	$0.00
020472	LANDSCAPE LMD 89-1 ZONE 85	$2,763.09	$3.17	$30.88	0.00	$2,735.38
020473	LANDSCAPE LMD 89-1 ZONE 86	$0.23	$0.00	$0.00	0.00	$0.23
020474	LANDSCAPE LMD 89-1 ZONE 87	$0.00	$0.00	$0.00	0.00	$0.00
020475	LANDSCAPE LMD 89-1 ZONE 114	$0.00	$0.00	$0.00	0.00	$0.00
020476	Landscape $ LMD #89-1-C,ZONE89	$970.86	$0.89	$15.45	0.00	$956.30
020477	LANDSCAPE $ LMD#89-1-C,ZONE123	$5,569.22	$6.15	$71.78	0.00	$5,503.59
020478	LANDSCAPE &LMD#89--C ZONE128	$0.00	$0.00	$0.00	0.00	$0.00
020479	LANDSCAPE&LMD#89-1-C ZONE132	$0.11	$0.00	$0.00	0.00	$0.11
020480	LANDSCAPE&LMD#89-1-C ZONE137	$0.66	$0.00	$0.00	0.00	$0.66
020481	LANDSCAPE&LMD#89-1-C ZONE93	$0.09	$0.00	$0.00	0.00	$0.09
020482	LANDSCAPE&LMD#89-1-C ZONE119	$28,839.24	$33.75	$212.52	0.00	$28,660.47
020483	LANDSCAPE&LMD#89-1-C ZONE124	$4,950.79	$6.24	$36.49	0.00	$4,920.54
020484	LANDSCAPE LMD 89-1-C Zone 135	$15,544.38	$17.87	$144.99	0.00	$15,417.26
020485	LANDSCAPE & LMD No. 89-1-C 138	$26,489.63	$38.23	$1,614.72	0.00	$24,913.14
020486	LANDSCAPE&LMD#89-1-C ZONE142	$0.00	$0.00	$0.00	0.00	$0.00
020487	LANDSCAPE&LMD#89-1-C ZONE94	$0.09	$0.00	$0.00	0.00	$0.09
020488	LANDSCAPE&LMD#89-1-C ZONE95	$1,545.16	$1.77	$11.29	0.00	$1,535.64
020489	LANDSCAPE & LMD #89-1-C ZONE91	$0.09	$0.00	$0.00	0.00	$0.09
020490	LANDSCAPE & LMD 89-1-C ZONE 97	$1,733.00	$1.90	$0.00	0.00	$1,734.90
020491	LANDSCAPE LMD #89-1-C ZONE 126	$0.09	$0.00	$0.00	0.00	$0.09
020492	Landscape & LMD No 89-1-C Z146	$3,198.29	$3.55	$47.00	0.00	$3,154.84
020493	Landscape & LMD No 89-1-C Z147	$0.00	$0.00	$0.00	0.00	$0.00
020494	Landscape & LMD No 89-1-C Z148	$0.00	$0.00	$0.00	0.00	$0.00
020495	Landscape & LMD#89-1-C STL Z99	$1,230.39	$1.53	$0.00	0.00	$1,231.92
020496	L & LMD No 89-1-C, ZONE 141	$1.01	$0.00	$0.00	0.00	$1.01
020497	L & LMD No 89-1-C, ZONE 149	$5,529.88	$6.45	$189.70	0.00	$5,346.63
020498	L & LMD No 89-1-C, ZONE 145	$12,987.48	$15.62	$95.71	0.00	$12,907.39
020499	Landscape & LMD #89-1-C, #102	$2.01	$2.16	$0.00	0.00	$4.17

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Fund	Fund Name	Balance Forward	Total Debits	Total Credits	Investments	Total
020500	Landscape & LMD #89-1-C, #153	$0.00	$0.00	$0.00	0.00	$0.00
020501	Landscape & LMD #89-1-C, #157	$31,063.74	$35.34	$4,035.87	0.00	$27,063.21
020502	LANDSCAPE & LMD NO 89-1-C 152	$0.00	$0.00	$0.00	0.00	$0.00
020503	LANDSCAPE & LMD NO 89-1-C 101	$1,567.37	$1.74	$30.52	0.00	$1,538.59
020504	LANDSCAPE & LMD NO 89-1-C 103	$1,591.14	$1.42	$41.80	0.00	$1,550.76
020505	LANDSCAPE & LMD NO 89-1-C 104	$0.00	$0.00	$0.00	0.00	$0.00
020506	LANDSCAPE & LMD NO 89-1-C 154	$1,333.28	$1.45	$34.66	0.00	$1,300.07
020507	LANDSCAPE & LMD NO 89-1-C 155	$2,772.40	$3.48	$20.43	0.00	$2,755.45
020508	LANDSCAPE & LMD NO 89-1-C 161	$0.00	$0.00	$0.00	0.00	$0.00
020509	LANDSCP & LMD NO 89-1-C Z151E	$0.00	$0.00	$0.00	0.00	$0.00
020510	LANDSCP & LMD NO 89-1-C Z156E	$0.00	$0.00	$0.00	0.00	$0.00
020511	Landscape & LMD #89-1-C, ZN162	$45,224.16	$53.49	$333.59	0.00	$44,944.06
020512	Landscape & LMD #89-1-C,ZN 168	$41,554.07	$48.92	$307.07	0.00	$41,295.92
020513	Landscape & LMD 89-1C Zone 160	$277.32	$0.35	$0.00	0.00	$277.67
020514	Landscape & LMD 89-1C Zone 164	$7,251.63	$8.15	$53.44	0.00	$7,206.34
020515	Landscape & LMD 89-1C Zone 166	$1,094.88	$1.28	$22.24	0.00	$1,073.92
020516	Landscape & LMD 89-1C Zone 171	$0.00	$0.00	$0.00	0.00	$0.00
020517	Landscape & LMD 89-1C Zone 172	$131,893.00	$149.35	$973.35	0.00	$131,069.00
020518	Landscape & LMD 89-1C Zone 174	$47,790.68	$54.13	$717.91	0.00	$47,126.90
020519	LANDSCPE&LMD89-1-C STLZONE 107	$0.63	$0.00	$0.01	0.00	$0.62
020520	LANDSCP& LMD 89-1-C STLZONE108	$615.43	$0.72	$11.29	0.00	$604.86
020521	Landscape & LMD 89-1-C Zone175	$8,170.07	$8.21	$60.20	0.00	$8,118.08
020522	Landscape & LMD 89-1-C Zone180	$4,106.51	$4.25	$30.26	0.00	$4,080.50
020523	Landscape & LMD 89-1-C ZONE109	$762.73	$0.76	$0.00	0.00	$763.49
020524	Landscape & LMD No89-1-C #187	$13,453.61	$13.52	$99.13	0.00	$13,368.00
020525	LANDSCAPE& LMD 89-1C ZONE 188	$935.38	$0.57	$30.88	0.00	$905.07
020526	LANDSCAPE&LMD NO 89-1-C ZN 190	$977.25	$0.75	$0.00	0.00	$978.00
020527	LANDSCAPE & LMD NO 89-1-C, STL	$830.77	$0.64	$0.00	0.00	$831.41
020528	LANDSCAPE & LMD NO 89-1-C, ZON	$14,175.36	$10.93	$104.42	0.00	$14,081.87
020529	LANDSCAPE & LMD NO 89-1-C, ZON	$1,881.16	$1.75	$13.86	0.00	$1,869.05
020530	LANDSCAPE & LMD NO 89-1-C, ZON	$13,892.93	$10.72	$102.32	0.00	$13,801.33
020531	LANDSCAPE&LMD NO 89-1-CZONE195	$0.00	$0.00	$0.00	0.00	$0.00
020600	COMMUNITY FAC DIST CFD	$0.00	$0.00	$0.00	0.00	$0.00
020601	CFD CITRUS HGTS TR36390 16-1M	$0.00	$0.00	$0.00	0.00	$0.00
021000	CO STRUCTURES FIRE PROTE	$11,928,722.14	$1,580,045.67	$334,642.94	0.00	$13,174,124.87
021050	COMMUNITY ACTION AGENCY	$411,263.40	$369,758.88	$823,864.51	0.00	($42,842.23)

Attachment: September 2016 (2691 : Fund Summary Report September 2016)

Riverside County

Fund Summary Report

9/1/16 - 9/30/16

Fund	Fund Name	Balance Forward	Total Debits	Total Credits	Investments	Total
021051	COMM ACTION PARTNRSHP OF RIV	$0.00	$0.00	$0.00	0.00	$0.00
021100	COMM DEV-DEPT OF INTERIO	$1,261,039.04	$463,462.46	$992,201.74	0.00	$732,299.76
021101	SINGLE FAMILY REV BOND	$34,180.97	$0.00	$0.00	0.00	$34,180.97
021107	SOUTHWEST MARKETING	$7,891.51	$0.00	$0.00	0.00	$7,891.51
021108	USDA AG GRANT	$65,776.38	$81.69	$0.00	0.00	$65,858.07
021109	EDA SPECIAL PROJECTS	$1,240,802.51	$47,283.03	$729,974.71	0.00	$558,110.83
021111	EDA EECBG ARRA	$0.00	$0.00	$0.00	0.00	$0.00
021140	Community Center Administratio	$33,424.20	$36.71	$0.00	0.00	$33,460.91
021150	USEDA GRANT	$0.00	$0.00	$0.00	0.00	$0.00
021200	COUNTY FREE LIBRARY	$22,003,353.86	$677,579.50	$1,304,178.18	0.00	$21,376,755.18
021201	LIBRARY TRUST FUND	$3,668,818.66	$4,556.60	$0.00	0.00	$3,673,375.26
021202	FIRST 5 AWARD PROP 10	$84,839.61	$105.37	$0.00	0.00	$84,944.98
021203	Edward Dean Museum Administrat	$0.00	$0.00	$0.00	0.00	$0.00
021204	J Edward Eberle & Dean Stout M	$0.00	$0.00	$0.00	0.00	$0.00
021250	HOME INVESTMNT PARTNERSHIP ACT	$6,821.56	$146,223.57	$146,843.31	0.00	$6,201.82
021251	PI HOME PROGRAM FTHP	$42,792.44	$280.91	$40,535.30	0.00	$2,538.05
021252	HOME-Cash Match Contributions	$14.82	$0.02	$0.00	0.00	$14.84
021270	CAL HOME PROGRAM	$16.26	$0.02	$0.00	0.00	$16.28
021271	CAL Home Program-Reuse Acct	$18.51	$0.02	$0.00	0.00	$18.53
021300	HOMELESS HOUSING RELIEF FUND	$948,436.51	$1,835,722.54	$941,324.34	0.00	$1,842,834.71
021350	COMMUNITY DEVELOP PROG H	$84,813.97	$456,160.69	$619,379.35	0.00	($78,404.69)
021351	COMMUNITY DEVELOPMENT TR	$7,277.75	$715,403.59	$9,866.10	0.00	$712,815.24
021352	RENTAL REHABILITATION PROGRAM	$5,817.16	$7.22	$0.00	0.00	$5,824.38
021353	COM DEVEL HOUSING LOAN FUND	$25.05	$0.03	$0.00	0.00	$25.08
021354	ECONOMICS DEVELOPMENT	$4.67	$0.01	$0.00	0.00	$4.68
021355	RDA HOME IMP PROG	$184.62	$0.23	$0.00	0.00	$184.85
021370	NEIGHBORHOOD STABILIZATION	$684.79	$6,690.97	$22,312.72	0.00	($14,936.96)
021371	NSHP PROGRAM INCOME	$258,183.12	$12,230.91	$262,208.06	0.00	$8,205.97
021372	NSP State	$76.71	$0.10	$0.00	0.00	$76.81
021373	NSP-3rd Allocation	$64.89	$1.90	$8.06	0.00	$58.73
021374	NSP3-Program Income	$356,815.22	$603.87	$4,354.52	0.00	$353,064.57
021375	Fannie Mae Grant	$0.01	$0.00	$0.00	0.00	$0.01
021410	COMMUNITY RECIDIVISM RED G P	$467,884.56	$740.46	$9,879.64	0.00	$458,745.38
021450	OFFICE ON AGING-TITLE IV	($3,320,910.33)	$3,905,283.08	$1,079,921.84	0.00	($495,549.09)
021451	AGING NUTR PROJ INCOME	$97,662.33	$121.29	$0.00	0.00	$97,783.62
021453	HANDICAPPED PARKING FEES	$638,448.76	$2,786.00	$0.00	0.00	$641,234.76

Attachment: September 2016 (2691 : Fund Summary Report September 2016)

Riverside County

Fund Summary Report

9/1/16 - 9/30/16

Fund	Fund Name	Balance Forward	Total Debits	Total Credits	Investments	Total
021550	WORKFORCE DEVELOPMENT	$293,089.67	$1,359,749.15	$2,087,035.47	0.00	($434,196.65)
021610	RUHS-FQHC	$3,840,150.61	$4,965,279.56	$3,626,422.65	0.00	$5,179,007.52
021740	STATE HOMELAND SECURITY PROG	$748,036.00	$932.02	$748,036.00	0.00	$932.02
021750	BIO-TERRORISM PREP.	$435.58	$1,155,696.04	$1,153,779.25	0.00	$2,352.37
021760	HOSP PREP PROG ALLOCATION	$26,059.64	$371,507.61	$371,486.33	0.00	$26,080.92
021770	CDC PHER H1N1 ALLOCATION	$0.00	$0.00	$0.00	0.00	$0.00
021780	HOSP PREP PROG H1N1 ALLOCATION	$0.00	$0.00	$0.00	0.00	$0.00
021790	AMBULATORY CARE EPM/EHR PROJ	$2,262,779.70	$0.00	$8,706.64	0.00	$2,254,073.06
021800	BIOTERRORISM PREPAREDNESS	$2,186,237.90	$457,124.55	$39,263.34	0.00	$2,604,099.11
021810	HOSP PREP PROG ALLOCATION	($178,230.79)	$1,070,298.96	$326.12	0.00	$891,742.05
021820	HOMELAND SECURITY GP PASS THRU	($101,994.57)	$4,808.08	$0.00	0.00	($97,186.49)
022000	RIDESHARE	$48,270.68	$17,776.31	$58,959.96	0.00	$7,087.03
022050	AD CFD ADMIN01982 ACT	$1,696,776.71	$2,249.80	$69,813.98	0.00	$1,629,212.53
022100	AIRPORT	$2,380,286.08	$177,006.44	$507,826.09	0.00	$2,049,466.43
022200	RIV CO NATIONAL DATE FES	$28,252.53	$29,447.10	$131,802.98	0.00	($74,103.35)
022250	RIVERSIDE CAL ID	$570,724.61	$1,222,644.28	$389,854.03	0.00	$1,403,514.86
022251	RIV CAL-ID FORENSIC LAB FUND	$59,398.30	$6,806.19	$0.00	0.00	$66,204.49
022252	CAL AFIS	$4,149,561.51	$33,010.65	$0.00	0.00	$4,182,572.16
022253	CAL AFIS SB720	$1,406,366.42	$0.00	$517,891.90	0.00	$888,474.52
022300	AB2766 SHER BILL	$108,286.87	$132,690.34	$24,224.65	0.00	$216,752.56
022301	MOJAVE DESERT AB 2766 FUNDS	$52,357.52	$0.00	$0.00	0.00	$52,357.52
022350	SPECIAL AVIATION FUNDS	$1,907,546.29	$2,364.98	$24,704.20	0.00	$1,885,207.07
022400	SUPERVISORIAL ROAD DISTR	$471,625.90	$26,538.39	$8,105.29	0.00	$490,059.00
022430	Health and Juvenile Services F	$53,646.66	$348.63	$0.00	0.00	$53,995.29
022450	WC-MSHCP PLAN	$3,532,791.02	$4,184.77	$400,000.00	0.00	$3,136,975.79
022451	HABITAT/ENVIRONMENTAL MITIGATI	$497,745.78	$618.19	$0.00	0.00	$498,363.97
022500	U S GRAZING FEES	$17,296.62	$0.00	$0.00	0.00	$17,296.62
022570	Geographical Information Syste	$865,460.27	$94,424.84	$101,480.02	0.00	$858,405.09
022650	AIRPORT LAND USE COMMISSION	$574,131.23	$12,007.59	$56,154.24	0.00	$529,984.58
022700	PROP 10	$0.00	$0.00	$0.00	0.00	$0.00
022701	PROP 10	$0.00	$0.00	$0.00	0.00	$0.00
022702	PROP 10	$0.00	$0.00	$0.00	0.00	$0.00
022703	PROP 10	$0.00	$0.00	$0.00	0.00	$0.00
022704	PROP10 CHDP TREATMENT PROGRAM	$0.00	$0.00	$0.00	0.00	$0.00
022705	PROP 10	$499.50	$0.62	$0.00	0.00	$500.12
022800	IHSS PUBLIC AUTHORITY	($349,056.45)	$1,647,705.12	$638,501.98	0.00	$660,146.69

Attachment: September 2016 (2691 : Fund Summary Report September 2016)

Riverside County

Fund Summary Report

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Fund	Fund Name	Balance Forward	Total Debits	Total Credits	Investments	Total
022820	DNA ID FUND	$209,840.25	$155,791.33	$0.00	0.00	$365,631.58
022840	Solar Payment Revenue Fund	$559,407.82	$0.00	$0.00	0.00	$559,407.82
022850	Casa Blanca Clinic Operations	$1,009,979.46	$1,155.17	$0.00	0.00	$1,011,134.63
022900	PERRIS VALLEY CEMETERY DIST	$635,878.18	$26,343.35	$13,048.71	0.00	$649,172.82
023000	FRANCHISE AREA 8 ASSESSMENT	$24,991.70	$180.90	$0.00	0.00	$25,172.60
023010	CSA ADMINISTRATION	$616,235.72	$2,546.66	$147,706.39	0.00	$471,075.99
023025	COUNTY SERVICE AREA #1	$67,667.27	$236.19	$126.65	0.00	$67,776.81
023100	COUNTY SERVICE AREA #13	$59,324.72	$200.74	$189.90	0.00	$59,335.56
023125	COUNTY SERVICE AREA #15	$170,500.16	$745.50	$538.13	0.00	$170,707.53
023200	COUNTY SERVICE AREA #21	$117,483.11	$714.78	$574.66	0.00	$117,623.23
023225	COUNTY SERVICE AREA #22	$43,033.21	$115.49	$1,074.85	0.00	$42,073.85
023300	COUNTY SERVICE AREA #27	$144,082.69	$1,286.04	$1,980.69	0.00	$143,388.04
023350	COUNTY SERVICE AREA #33	$0.00	$0.00	$0.00	0.00	$0.00
023375	COUNTY SERVICE AREA #36	$230,907.24	$3,283.33	$200.49	0.00	$233,990.08
023400	COUNTY SERVICE AREA #38	$721,460.03	$3,245.00	$75.00	0.00	$724,630.03
023425	COUNTY SERVICE AREA #41	$1,106,778.21	$1,373.79	$0.00	0.00	$1,108,152.00
023450	CSA #41B NMEADOWBROOK	$82,040.27	$101.92	$0.00	0.00	$82,142.19
023475	COUNTY SERVICE AREA #43	$102,627.83	$1,169.09	$1,005.30	0.00	$102,791.62
023500	COUNTY SERVICE AREA #47	$105,457.14	$505.55	$211.07	0.00	$105,751.62
023525	COUNTY SERVICE AREA #51	$67,955.27	$16,097.58	$50,958.82	0.00	$33,094.03
023575	COUNTY SERVICE AREA #53	$0.00	$0.00	$0.00	0.00	$0.00
023600	COUNTY SERVICE AREA #59	$54,821.29	$227.58	$222.46	0.00	$54,826.41
023625	COUNTY SERVICE AREA #60	$332,506.53	$629.57	$0.00	0.00	$333,136.10
023650	COUNTY SERVICE AREA #67	$0.00	$0.00	$0.00	0.00	$0.00
023675	COUNTY SERVICE AREA #69	$30,249.57	$3,429.22	$9,667.81	0.00	$24,010.98
023700	COUNTY SERVICE AREA #70	$460,180.01	$2,095.49	$1,935.34	0.00	$460,340.16
023725	COUNTY SERVICE AREA #72	$0.00	$0.00	$0.00	0.00	$0.00
023750	COUNTY SERVICE AREA #73	$0.00	$0.00	$0.00	0.00	$0.00
023775	COUNTY SERVICE AREA #80	$380,409.31	$1,803.63	$3,633.38	0.00	$378,579.56
023800	COUNTY SERVICE AREA #82	$0.00	$0.00	$0.00	0.00	$0.00
023825	COUNTY SERVICE AREA #84	$669,107.85	$851.55	$2,819.54	0.00	$667,139.86
023850	COUNTY SERVICE AREA #85	$87,091.27	$1,019.82	$18,009.80	0.00	$70,101.29
023875	COUNTY SERVICE AREA #86	$0.00	$0.00	$0.00	0.00	$0.00
023900	COUNTY SERVICE AREA #87	$117,291.93	$568.13	$2,108.33	0.00	$115,751.73
023925	COUNTY SERVICE AREA #89	($16,817.09)	$939.46	$0.00	0.00	($15,877.63)
023950	COUNTY SERVICE AREA #91	$789,980.20	$1,426.95	$7,683.43	0.00	$783,723.72

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Riverside County

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Fund	Fund Name	Balance Forward	Total Debits	Total Credits	Investments	Total
023975	COUNTY SERVICE AREA #92	$0.00	$0.00	$0.00	0.00	$0.00
024000	COUNTY SERVICE AREA #93	$0.00	$0.00	$0.00	0.00	$0.00
024025	COUNTY SERVICE AREA #94	$3,621.90	$99.05	$185.09	0.00	$3,535.86
024050	COUNTY SERVICE AREA #97	$94,538.99	$411.41	$6,588.82	0.00	$88,361.58
024075	COUNTY SERVICE AREA #103	($43,762.20)	$32,289.68	$0.00	0.00	($11,472.52)
024100	COUNTY SERVICE AREA #104	$722,466.69	$2,949.45	$14,869.98	0.00	$710,546.16
024125	COUNTY SERVICE AREA #105	$297,640.37	$1,456.93	$0.00	0.00	$299,097.30
024150	COUNTY SERVICE AREA #108	$513,318.15	$1,380.85	$0.00	0.00	$514,699.00
024175	COUNTY SERVICE AREA #113	$125,475.77	$231.95	$0.00	0.00	$125,707.72
024200	COUNTY SERVICE AREA #11	$61,082.49	$73.50	$172.04	0.00	$60,983.95
024225	COUNTY SERVICE AREA #117	$99,866.36	$124.31	$1,661.94	0.00	$98,328.73
024250	COUNTY SERVICE AREA #121	$568,084.46	$716.87	$5,317.74	0.00	$563,483.59
024275	COUNTY SERVICE AREA #124	$263,286.30	$326.42	$0.00	0.00	$263,612.72
024300	COUNTY SERVICE AREA #125	$90,820.84	$260.43	$1,135.56	0.00	$89,945.71
024325	COUNTY SERVICE AREA #126	$693,696.33	$5,880.16	$24,415.07	0.00	$675,161.42
024350	COUNTY SERVICE AREA #128	$392,335.08	$478.33	$1,605.00	0.00	$391,208.41
024375	CSA #128 (WEST SIDE)	$77,390.59	$93.87	$0.00	0.00	$77,484.46
024400	COUNTY SERVICE AREA #132	$13,847.98	$34.74	$7,201.70	0.00	$6,681.02
024425	COUNTY SERVICE AREA #134	$595,067.19	$793.30	$65,914.44	0.00	$529,946.05
024450	COUNTY SERVICE AREA #135	$6,225.59	$10.04	$1,221.66	0.00	$5,013.97
024475	COUNTY SERVICE AREA #138	$0.00	$0.00	$0.00	0.00	$0.00
024500	COUNTY SERVICE AREA #139	$0.00	$0.00	$0.00	0.00	$0.00
024525	COUNTY SERVICE AREA #142	$45,953.67	$56.56	$600.00	0.00	$45,410.23
024550	COUNTY SERVICE AREA #143	$1,918,332.09	$2,569.80	$146,476.68	0.00	$1,774,425.21
024575	COUNTY SERVICE AREA #145	$0.00	$0.00	$0.00	0.00	$0.00
024600	CSA#149 WINE COUNTRY	$1,096,086.69	$1,695.87	$703.54	0.00	$1,097,079.02
024625	CSA 152 NPDES	$5,296,357.11	$22,157.71	$180,622.92	0.00	$5,137,891.90
024630	LMD 2006-1 WILDOMAR	$0.00	$0.00	$0.00	0.00	$0.00
024675	CSA #153 MOUNTAIN PLATEAU	$0.00	$0.00	$0.00	0.00	$0.00
024800	CO SERVICE AREA#146	$64,763.92	$79.77	$136.66	0.00	$64,707.03
024825	CSA#149 WINE COUNTRY BEAUTIF	$120,188.86	$165.56	$15,080.54	0.00	$105,273.88
024850	CSA#152 CAJALCO CORRIDOR	$0.00	$0.00	$0.00	0.00	$0.00
024875	CSA #152 SPORTS PARK	$1,178,159.02	$1,426.84	$37,419.99	0.00	$1,142,165.87
025000	RDA LOW-MOD SET ASIDE	$0.00	$0.00	$0.00	0.00	$0.00
025110	ZONE 1 CONST/MAINT/ADM	$24,335,707.84	$326,567.75	$562,279.78	0.00	$24,099,995.81
025111	SAN SEVAINE CHANNEL	$0.00	$0.00	$0.00	0.00	$0.00

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Fund	Fund Name	Balance Forward	Total Debits	Total Credits	Investments	Total
025112	ZONE 1 AREA DRAINAGE PLANS	$348,679.35	$378.35	$0.00	0.00	$349,057.70
025120	ZONE 2 CONST/MAINT/ADM	$64,168,517.38	$609,910.62	$433,745.17	0.00	$64,344,682.83
025122	ZONE 2 AREA DRAINAGE PLANS	$4,185,141.72	$5,198.70	$0.00	0.00	$4,190,340.42
025130	ZONE 3 CONST/MAINT/ADM	$10,576,139.94	$82,443.96	$102,039.63	0.00	$10,556,544.27
025132	ZONE 3 AREA DRAINAGE PLANS	$1,848.03	$2.29	$0.00	0.00	$1,850.32
025140	ZONE 4 CONST/MAINT/ADM	$32,317,049.71	$601,436.45	$2,566,907.53	0.00	$30,351,578.63
025142	ZONE 4 AREA DRAINAGE PLANS	$3,890,302.86	$59,443.38	$0.00	0.00	$3,949,746.24
025143	HOMELAND/ROMOLAND LAND ACQUIS.	$0.00	$0.00	$0.00	0.00	$0.00
025144	HOMELAND/ROMOLAND	$0.00	$0.00	$0.00	0.00	$0.00
025150	ZONE 5 CONST/MAINT/ADM	$13,096,860.86	$131,792.23	$147,226.99	0.00	$13,081,426.10
025160	ZONE 6 CONST/MAINT/ADM	$12,011,126.75	$168,378.56	$273,054.31	0.00	$11,906,451.00
025170	ZONE 7 CONST/MAINT/ADM	$17,040,192.81	$198,732.75	$2,013,092.95	0.00	$15,225,832.61
025171	ZONE 7 - MAINTENANCE	$1,039,941.29	$9,435.10	$0.00	0.00	$1,049,376.39
025172	ZONE 7 AREA DRAINAGE PLANS	$1,624,365.66	$2,006.62	$0.00	0.00	$1,626,372.28
025173	TEMECULA/PECHANGA RESTORATION	$563,824.53	$700.26	$0.00	0.00	$564,524.79
025174	WOLF VALLEY CREEK CH-ENDOWMENT	$511,611.04	$635.41	$0.00	0.00	$512,246.45
025180	NPDES - WHITEWATER	$1,600,715.90	$70,732.26	$10,511.58	0.00	$1,660,936.58
025190	NPDES - SANTA ANA	$6,628,419.46	$8,229.31	$403,688.11	0.00	$6,232,960.66
025200	NPDES - SANTA MARGARITA	$1,479,635.73	$250,694.81	$190,973.96	0.00	$1,539,356.58
025400	REGIONAL PARK/OPEN SPACE	$1,899,338.06	$955,450.03	$1,503,550.27	0.00	$1,351,237.82
025401	HISTORICAL COMMISSION	$27,392.43	$52.01	$0.00	0.00	$27,444.44
025420	RECREATION	$858,944.69	$482,294.57	$614,244.79	0.00	$726,994.47
025430	HABITAT & OPEN-SPACE MGMT	$1,116,193.70	$3,756.50	$76,358.16	0.00	$1,043,592.04
025440	OFF-HIGHWAY VEHICLE MGMT	$418,056.33	$803.95	$0.00	0.00	$418,860.28
025500	COUNTY FISH & GAME	$12,125.97	$171.49	$0.00	0.00	$12,297.46
025510	RESIDENCE UTILITY TRUST FUND	$406,899.86	$5,499.93	$421.20	0.00	$411,978.59
025520	ARUNDO TRUST FUND	$963,843.33	$4,924.05	$19,873.56	0.00	$948,893.82
025521	HABITAT-OPEN SPACE MANAGEMENT	$0.00	$0.00	$0.00	0.00	$0.00
025522	OFF ROAD VEHICLE MANAGEMENT	$0.00	$0.00	$0.00	0.00	$0.00
025535	NATURAL RESOURCE EDUCATION	$0.00	$0.00	$0.00	0.00	$0.00
025540	MULTI-SPECIES RESERVE	$82,920.94	$14,926.59	$21,543.50	0.00	$76,304.03
025550	SANTA ANA MITIGATION	$3,829,423.58	$4,777.17	$3,566.83	0.00	$3,830,633.92
025590	MSHCP RESERVE MANAGEMENT	$136,141.35	$226.59	$86,320.31	0.00	$50,047.63
025600	CSA Park Maintenance & Operati	$819,061.38	$5,993.63	$436,809.43	0.00	$388,245.58
025610	COMMUNITY CENTERS MAINT & OPS	($92,793.44)	$24,675.43	$140,336.84	0.00	($208,454.85)
025800	RIV CO CHILDREN & FAMILIES COM	$41,145,767.80	$53,629.20	$1,275,557.34	0.00	$39,923,839.66

Attachment: September 2016 (2691 : Fund Summary Report September 2016)

Riverside County

Fund Summary Report

9/1/16 - 9/30/16

Fund	Fund Name	Balance Forward	Total Debits	Total Credits	Investments	Total
025804	SCHOOL READINESS	$0.00	$0.00	$0.00	0.00	$0.00
025806	Child Signature Program	$0.00	$0.00	$0.00	0.00	$0.00
025807	CARES Plus	($494,609.58)	$200,107.90	$0.00	0.00	($294,501.68)
025808	IMPACT	($7,575.75)	$0.00	$27.41	0.00	($7,603.16)
030000	ACCUMULATIVE CAPITAL OUT	$1,480,277.90	$0.00	$0.00	0.00	$1,480,277.90
030100	CAPITAL CONST ANDLAND	($5,284,315.91)	$4,727,436.11	$2,805,427.42	0.00	($3,362,307.22)
030101	THOUSAND PALMS ANIMAL SHELTER	$0.00	$0.00	$0.00	0.00	$0.00
030102	BLYTHE ANIMAL SHELTER	$167,657.00	$208.23	$0.00	0.00	$167,865.23
030103	COVE COMM. SHERIFF STATION	$125,560.98	$155.95	$0.00	0.00	$125,716.93
030104	Indio Jail Expansion-AB900	$7,954,245.00	$29,406,564.20	$15,635,286.30	0.00	$21,725,522.90
030105	Van Horn Youth Treatment/EC	($9,106.77)	$0.00	$1,015,006.89	0.00	($1,024,113.66)
030106	INDIO YOUTH TREATMENT/EDUC CTR	($98,121.15)	$140,367.12	$1,575.44	0.00	$40,670.53
030120	COUNTY TOBACCO SECURITIZATION	$350,406.37	$0.00	$2,000.55	0.00	$348,405.82
030121	REIMBURSEMENT FOR HUB JAIL CON	$2,567,153.17	$5,317.39	$0.00	0.00	$2,572,470.56
030300	FIRE PROTECTION-CAPITAL PROJ	$1,508,209.36	$0.00	$0.00	0.00	$1,508,209.36
030301	FIRE PROTECTION TRUST	$0.00	$0.00	$0.00	0.00	$0.00
030302	DEV AGRMNT #20	$0.04	$0.00	$0.00	0.00	$0.04
030360	CABAZON CRA INFRASTRUCTURE	$1,656,578.25	$0.00	$0.00	0.00	$1,656,578.25
030370	WINE COUNTRY INFRASTRUCTURE	$215,148.75	$0.00	$0.00	0.00	$215,148.75
030500	DEV IMPACT FEE OPERATION FUND	$2.03	$0.00	$5.45	0.00	($3.42)
030501	COUNTY WIDE PUBLIC FACILITIES	$5,917,532.52	$385,074.84	$0.00	0.00	$6,302,607.36
030502	EASTERN RIV CO TRAFFICE SIGNAL	$3,279,074.63	$4,447.12	$0.00	0.00	$3,283,521.75
030503	WESTERN RIV CO TRAFFICE SIGNAL	$3,573,800.75	$133,576.05	$0.00	0.00	$3,707,376.80
030504	EASTERN RIV CO FIRE FAC	$1,524,032.27	$2,936.51	$0.00	0.00	$1,526,968.78
030505	WESTERN RIV CO FIRE	$7,588,778.74	$235,399.39	$0.00	0.00	$7,824,178.13
030507	ROADS, BRIDGES IMP FUND/JURUPA	$739,105.13	$1,040.79	$0.00	0.00	$740,145.92
030508	ROADS,BRIDGES COACHELLA VALLEY	$1,496,465.16	$2,137.87	$0.00	0.00	$1,498,603.03
030509	RBIAP3	$101,537.71	$14,846.90	$0.00	0.00	$116,384.61
030511	WOODCREST ROADS,BRIDGES	$314,945.88	$17,732.13	$0.00	0.00	$332,678.01
030512	ROADS, BRIDGES TEMESCAL CANYON	$1,047,053.60	$10,178.86	$0.00	0.00	$1,057,232.46
030513	ROADS, BRIDGES EASTVALE	$1,759,265.28	$2,185.03	$0.00	0.00	$1,761,450.31
030514	RECHE CANYON ROADS/BRIDGES	$705.63	$0.87	$0.00	0.00	$706.50
030515	ROADS, BRIDGES SAN JACINTO	$177,987.29	$220.96	$0.00	0.00	$178,208.25
030516	RBI-AT9	$442.26	$0.55	$0.00	0.00	$442.81
030517	ROADS AND BRIDGES IMPROV	$414,282.68	$649.07	$0.00	0.00	$414,931.75
030518	LAKEVIEW/NUEVO ROADS, BRIDGES	$539,589.21	$669.98	$0.00	0.00	$540,259.19

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Riverside County

Fund Summary Report

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Fund	Fund Name	Balance Forward	Total Debits	Total Credits	Investments	Total
030519	SUM CITY MAJ IMPROV FUND	$508,408.60	$630.47	$0.00	0.00	$509,039.07
030520	BRIDGES, IMPROV FUND	$323,250.95	$401.47	$0.00	0.00	$323,652.42
030521	ROAD, BRIDGES, MAJ IMPROV FUND	$730,304.17	$1,070.03	$0.00	0.00	$731,374.20
030522	PALO VERDE VALLEY ROADS AND BR	$54,884.25	$68.16	$0.00	0.00	$54,952.41
030523	ROADS, BRIDGES,MAJ IMP MEAD VA	$1,199,574.18	$2,667.00	$0.00	0.00	$1,202,241.18
030524	COACHELLA MAJ IMPROV FUND	$36,276.63	$164.97	$0.00	0.00	$36,441.60
030525	ROAD, BRIDGES SW AREA	$91,687.45	$716.41	$0.00	0.00	$92,403.86
030526	EASTVALE COMM CENTER PARK	$0.00	$0.00	$0.00	0.00	$0.00
030527	EASTERN RIV CO REG PARK FAC	$229,662.34	$570.75	$0.00	0.00	$230,233.09
030528	WEST RIV CC REG PARK	$4,786,482.02	$244,125.87	$0.00	0.00	$5,030,607.89
030530	ROADS, BRIDGES SANGORGONIO PAS	$320,350.87	$728.59	$0.00	0.00	$321,079.46
030531	PALO VERDE COMM PARK FAC	$1,520.79	$1.89	$0.00	0.00	$1,522.68
030532	WOODCREST COMM CENTER PARK	$0.00	$0.00	$0.00	0.00	$0.00
030533	WESTERN RIV CO REG FAC FUND	$6,287,940.69	$70,660.16	$0.00	0.00	$6,358,600.85
030534	COACHELLA COMM PARK FAC FUND	$45,102.33	$56.02	$0.00	0.00	$45,158.35
030535	PARK FAC FUND	$9,033.22	$11.22	$0.00	0.00	$9,044.44
030536	TEMESCAL CANYON PARK FAC	$45,920.65	$57.03	$0.00	0.00	$45,977.68
030537	FLOOD CONTROL	$59,366.09	$73.73	$0.00	0.00	$59,439.82
030538	FLOOD CONTROL FAC FUND SAN JAC	$17,997.91	$22.03	$0.00	0.00	$18,019.94
030539	EASTERN RIV REG FAC FUND	$537,747.07	$846.10	$0.00	0.00	$538,593.17
030540	MEAD VALLEY FLOOD CONT FAC	$255,218.12	$400.93	$0.00	0.00	$255,619.05
030541	FLOOD CONTROL FAC SAN GORG	$10,068.14	$77.84	$0.00	0.00	$10,145.98
030542	WESTERN CO LIBRARY BOOK FUND	$1,985,895.65	$31,098.78	$0.00	0.00	$2,016,994.43
030543	EASTERN CO LIBRARY BOOK FUND	$24,481.24	$114.28	$0.00	0.00	$24,595.52
030544	EASTERN RIVERSIDE CO PUBLIC FA	$3,282,565.04	$7,006.89	$0.00	0.00	$3,289,571.93
030545	WESTERN RIVERSIDE CO PUBLIC FA	$7,683,727.61	$37,787.05	$0.00	0.00	$7,721,514.66
030547	INTERIM OPEN SPACE MITIGATION	$161,306.95	$200.34	$0.00	0.00	$161,507.29
030550	107 CDM-PF-SD-4	$257,298.82	$319.56	$0.00	0.00	$257,618.38
030553	104 DA-HC-SD-1	$2,901.07	$3.60	$0.00	0.00	$2,904.67
030554	105 DA-HC-SD-2	$1,708.28	$2.12	$0.00	0.00	$1,710.40
030555	106 DA-HC-SD-3	$1,961.26	$2.44	$0.00	0.00	$1,963.70
030556	DA-PF-SD-1	$182,523.77	$226.69	$0.00	0.00	$182,750.46
030557	105 DA-PF-SD-2	$216,635.56	$269.06	$0.00	0.00	$216,904.62
030558	106 DA-PF-SD-3	$91,670.21	$9,981.78	$0.00	0.00	$101,651.99
030559	107 DA-PF-SD-4	$152,977.48	$189.99	$0.00	0.00	$153,167.47
030560	108 DA-PF-SD-5	$21.15	$0.03	$0.00	0.00	$21.18

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Fund	Fund Name	Balance Forward	Total Debits	Total Credits	Investments	Total
030561	103 DA-PS-COW	$214,312.45	$2,885.21	$0.00	0.00	$217,197.66
030562	104 DA-RP-SD-1	$7,662.00	$9.52	$0.00	0.00	$7,671.52
030563	105 DA-RP-SD-2	$216.62	$0.27	$0.00	0.00	$216.89
030564	106 DA-RP-SD-3	$23,714.57	$29.45	$0.00	0.00	$23,744.02
030565	104 DA-RT-SD-1	$3,353.43	$4.16	$0.00	0.00	$3,357.59
030566	105 DA-RT-SD-2	$323.12	$0.40	$0.00	0.00	$323.52
030567	106 DA-RT-SD-3	$8,768.35	$10.90	$0.00	0.00	$8,779.25
030568	CC/PF/-AP13	$5,150.97	$6.39	$0.00	0.00	$5,157.36
030569	WCMSC WEST CNTY MULTI SERVICE	$50,022.20	$19,292.11	$0.00	0.00	$69,314.31
030570	ECMSC EAST CNTY MULTI SERVICE	$0.00	$0.00	$0.00	0.00	$0.00
030700	CAPITAL IMPROV PROGRAM	$12,993,193.02	$16,875.87	$176,422.64	0.00	$12,833,646.25
030701	PALM DESERT FINANCING	$0.00	$0.00	$0.00	0.00	$0.00
030702	Regional Projects	$49.17	$15,496,901.91	$0.00	0.00	$15,496,951.08
030703	Van Horn Juvenile FacilitySB81	$1,495,950.00	$2,335.75	$0.00	0.00	$1,498,285.75
030705	FIRE HEADQUARTERS	$3,849,341.85	$3,429.54	$0.00	0.00	$3,852,771.39
031035	2005 A CAP IMP FAMILY LAW/CONS	$0.00	$0.00	$0.00	0.00	$0.00
031045	2006A CAPITAL IMPROVEMENT PROJ	$0.00	$0.00	$0.00	0.00	$0.00
031055	2012 CAC REFUND CAP PROJ FUND	$0.00	$0.00	$0.00	0.00	$0.00
031065	2012 Public Fin Auth Cap	$0.00	$0.00	$0.00	0.00	$0.00
031095	2013A PubDef/Prob Bldg & Tech	$0.00	$0.00	$0.00	0.00	$0.00
031115	2012 Series A & B Hospital Ref	$0.00	$0.00	$0.00	0.00	$0.00
031540	CAPITAL IMP FUND/REDEV AGENCY	$20,472,709.40	$0.00	$0.00	0.00	$20,472,709.40
031541	Sycamore Canyon Redev Project	$608,740.07	$0.00	$0.00	0.00	$608,740.07
031542	Moreno Valley Redev Project	$2,613,762.53	$0.00	$1,183.70	0.00	$2,612,578.83
031543	Palm Desert Redev Projects	$3,904,073.84	$0.00	$0.00	0.00	$3,904,073.84
031550	CSA#143 QUIMBY FEE	$964,060.86	$1,197.34	$0.00	0.00	$965,258.20
031555	CSA #145 QUIMBY	$1,449,227.03	$1,799.92	$0.00	0.00	$1,451,026.95
031560	CSA #152 ZONE A	$620,261.19	$770.35	$0.00	0.00	$621,031.54
031570	CSA #152 ZONE B	$3,035,384.97	$4,002.73	$4,986.00	0.00	$3,034,401.70
031600	MENIFEE RD & BRIDGE BENE DIST	$1,577,315.62	$1,973.03	$4,336.24	0.00	$1,574,952.41
031610	STHWST AREA RD&BRIDGE BENEFIT	$578,828.82	$183,969.07	$98,056.93	0.00	$664,740.96
031630	TRAFFIC SIGNAL MITIGATION	$0.23	$0.01	$0.00	0.00	$0.24
031631	TRAFFIC SIGNAL MITIGATION	$0.00	$0.00	$0.00	0.00	$0.00
031632	SIGNAL MITIGATION SSA2	$0.00	$0.00	$0.00	0.00	$0.00
031633	SIGNAL MITIGATION SSA 3	$0.00	$0.00	$0.00	0.00	$0.00
031634	SIGNAL MITIGATION SS4	$0.00	$0.00	$0.00	0.00	$0.00

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Fund	Fund Name	Balance Forward	Total Debits	Total Credits	Investments	Total
031635	SIGNAL MITIGATION SS5	$0.00	$0.00	$0.00	0.00	$0.00
031640	JURUPA R&B BENEFIT DISTRICT	$15,810,434.56	$19,982.98	$120,186.90	0.00	$15,710,230.64
031650	DA DIF CONSOLIDATED AREA PLAN	$219,992.93	$62.20	$172,810.38	0.00	$47,244.75
031680	DEVELOPER AGREEMENTS	$356,726.24	$459.56	$0.00	0.00	$357,185.80
031681	DEVELOPER AGREEMENT DIST 1	$27,267.79	$16.66	$0.00	0.00	$27,284.45
031682	DEVELOPER AGREEMENTS DIST 2	$0.87	$3.84	$0.00	0.00	$4.71
031683	DEVELOPER AGREEMENTS DIST 3	$1,001.85	$1.24	$0.00	0.00	$1,003.09
031684	DEVELOPER AGREEMENTS DIST 4	$0.00	$0.00	$0.00	0.00	$0.00
031685	DEVELOPER AGREEMENT DIST 5	$0.00	$0.00	$0.00	0.00	$0.00
031690	SIGNAL MITIGATION	$0.00	$0.00	$0.00	0.00	$0.00
031691	SIGNAL MITIGATION	$13,997.80	$17.49	$0.00	0.00	$14,015.29
031692	SIGNAL MITIGATION	$34,684.21	$71.91	$0.00	0.00	$34,756.12
031693	SCOTT ROAD	$527,188.23	$643.98	$2,968.73	0.00	$524,863.48
031740	LAKEVIEW/NUEVO ROAD AND BRIDGE	$0.00	$0.00	$0.00	0.00	$0.00
032700	REDEVELOPMENT CAPITAL PROJECTS	$0.00	$0.00	$0.00	0.00	$0.00
032710	MITIGATION PROJECTS	$33,938.43	$0.00	$0.00	0.00	$33,938.43
032720	CSA126 QUIMBY	$74,534.54	$92.57	$0.00	0.00	$74,627.11
032730	CSA146 QUIMBY	$60,726.94	$75.42	$0.00	0.00	$60,802.36
032740	CSA152 CAJALCO CORRIDOR QUIMBY	$2,038,757.73	$2,532.09	$0.00	0.00	$2,041,289.82
032750	WOODCREST LIBRARY PROJECT	$0.90	$0.01	$0.00	0.00	$0.91
032800	U.S. DISTRICT COURT PROJ.	$0.00	$0.00	$0.00	0.00	$0.00
032910	2015 PFA CAP FAC PROJ LRB	$0.00	$0.00	$0.00	0.00	$0.00
033000	FC CAPITAL PROJECT	$18,225.01	$22.63	$0.00	0.00	$18,247.64
033100	PARK ACQUISITION & DEVEL	$1,959,237.71	$2,728.73	$200,438.51	0.00	$1,761,527.93
033110	PROP 40 CAP DEV PARKS	$2,141,150.66	$2,967.24	$15,416.79	0.00	$2,128,701.11
033120	DEVELOPERIMPACT FEES PARKS	$2,146,999.20	$7.28	$109,220.39	0.00	$2,037,786.09
033121	WEST COUNTY PARKS	$0.00	$3,340.90	$0.00	0.00	$3,340.90
033122	EASTCO PARKS - DIF	$0.00	$0.00	$0.00	0.00	$0.00
033123	TRAILS WEST CO PARKS	$0.00	$0.00	$0.00	0.00	$0.00
033124	TRAILS EAST CO PAEKS - DIF	$0.00	$0.00	$0.00	0.00	$0.00
033150	PARK ACQUISTION A C O	$0.00	$0.00	$0.00	0.00	$0.00
033160	SAR PARKWAY PRADO DAM TRAIL	$0.00	$2.76	$0.00	0.00	$2.76
033170	Prop 50 River Parkways Grant	$0.00	$0.00	$0.00	0.00	$0.00
033200	COMMUNITY /COUNTY PARKS	$241,401.90	$9,489.35	$42,270.23	0.00	$208,621.02
033300	INLAND EMPIRE TOBACCO SECURITI	$0.00	$0.00	$0.00	0.00	$0.00
033500	PSEC 800 MHZRADIO PROJECT	$253,085.60	$0.00	$0.00	0.00	$253,085.60

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Fund	Fund Name	Balance Forward	Total Debits	Total Credits	Investments	Total
033600	INTEGRATED PROP TAX MGMT SYS	$9,816,414.73	$15,081.58	$546,019.68	0.00	$9,285,476.63
033700	2008 A PALM DESERT FINFAC PROJ	$0.00	$0.00	$0.00	0.00	$0.00
035000	PENSION OBLIGATION BONDS	$16,508,086.80	$2,987,279.51	$8,000,130.02	0.00	$11,495,236.29
035100	PENSION LIABILITY MANAGEMENT	$714,793.97	$278,296.65	$369,255.49	0.00	$623,835.13
035900	CORAL	$6,131,730.17	$355,633.50	$628,686.38	0.00	$5,858,677.29
036000	RIVERSIDE CO CENTER ANNEX	$0.00	$0.00	$0.00	0.00	$0.00
036120	DESERT FAC CORP NON COUNTY FND	$0.00	$0.00	$0.00	0.00	$0.00
036160	2005 B HISTORIC COURTHOUSE	$223.62	$0.00	$0.00	0.00	$223.62
036170	2005 A CAP.IMP. FAMILY LAW PRO	$0.00	$0.00	$0.00	0.00	$0.00
036180	1990 MONTEREY AVENUE PROJECT	$0.00	$0.00	$0.00	0.00	$0.00
036190	2006 A CAPITAL IMPROVEMENT PRO	$0.00	$0.00	$0.00	0.00	$0.00
036200	2007 PUBLIC SAFETY COMM /REFUN	$0.00	$0.00	$0.00	0.00	$0.00
036210	2008 A SWJC REFUNDING PROJECT	$0.00	$0.00	$0.00	0.00	$0.00
036220	2009 LARSON JUSTICE CENTER	$0.00	$0.00	$0.00	0.00	$0.00
036230	2009 PUBLIC SAFETY COMM & LIB	$0.00	$0.00	$0.00	0.00	$0.00
036240	2011 Monroe Park Building L F	$0.00	$0.00	$0.00	0.00	$0.00
036250	2012 CAC REFUND DEBT SERV FUND	$3.10	$0.01	$0.00	0.00	$3.11
036260	2012 A & B Hospital Refunding	$0.00	$0.00	$0.00	0.00	$0.00
036270	2012 Public Fin Auth Dbt	$4.99	$0.00	$0.00	0.00	$4.99
036280	2013A PubDef/Prob Bldg &TechSo	$0.00	$0.00	$0.00	0.00	$0.00
036290	2014 A&B COURT FACILITIES R P	$0.00	$0.00	$0.00	0.00	$0.00
037000	DEBT SERVICE	$0.00	$0.00	$0.00	0.00	$0.00
037050	TEETER DEBT SERVICE FUND	$44,167,054.21	$28,322.20	$0.00	0.00	$44,195,376.41
037100	REDEVELOPMENT AGENCY- DBT SVS	$0.00	$0.00	$0.00	0.00	$0.00
037200	BANKRUPTCY COURTHOUSE PROJ.	$0.00	$0.00	$0.00	0.00	$0.00
037250	Redevelopmnt Oblig Retiremnt	$0.00	$0.00	$0.00	0.00	$0.00
037300	U.S. DISTRICT COURT DEBT SERV	$0.00	$0.00	$0.00	0.00	$0.00
037410	2015 PFA CAP FAC PROJ LRB	$0.00	$0.00	$0.00	0.00	$0.00
037420	2015A IFA LEASE REVENUE BONDS	$0.00	$0.00	$0.00	0.00	$0.00
037500	2003 A PALM DESERT FIN FAC PRO	$0.00	$0.00	$0.00	0.00	$0.00
037510	2008 A PALM DESERT FIN FAC PRO	$0.00	$0.00	$0.00	0.00	$0.00
038530	FLOOD - ZONE 4 DEBT SERVICE	$87.79	$0.00	$0.08	0.00	$87.71
039810	PERRIS VALLEY CEMETERY DISCT	$619,578.01	$4,551.70	$0.00	0.00	$624,129.71
040050	RIV UNIVERSITY HEALTH SYSTEM	$70,817,789.76	$47,159,531.32	$67,910,655.87	0.00	$50,066,665.21
040051	RCRMC SITE DEV SERV	$33,893.70	$42.10	$0.00	0.00	$33,935.80
040052	SHEARER DIALYSIS	$157,709.46	$0.00	$0.00	0.00	$157,709.46

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Riverside County

Fund Summary Report

9/1/16 - 9/30/16

Fund	Fund Name	Balance Forward	Total Debits	Total Credits	Investments	Total
040053	RESTRICTED GRANTS	$5,376.99	$0.00	$1.34	0.00	$5,375.65
040054	RCRMC-Huron Consulting Payment	$272.69	$1,199.97	$410.57	0.00	$1,062.09
040070	COMMUNITY BASED CLINIC	$599.43	$0.74	$0.00	0.00	$600.17
040080	SCHOOL BASED FUND	$609.10	$0.76	$0.00	0.00	$609.86
040200	WASTE DISPOSAL ENTERPRISE	$62,246,276.77	$5,732,989.58	$7,700,934.35	0.00	$60,278,332.00
040203	OASIS CLOSURE ESCROW	$808,865.22	$1,004.20	$0.00	0.00	$809,869.42
040204	ANZA CLOSURE ESCROW	$0.00	$0.00	$0.00	0.00	$0.00
040205	LAMB CANYON CLOSURE ESCROW	$10,046,056.89	$12,477.02	$0.00	0.00	$10,058,533.91
040206	MECCA II CLOSURE ESCROW	$1,379,265.24	$1,713.02	$0.00	0.00	$1,380,978.26
040207	BADLANDS CLOSURE ESCROW	$11,162,100.15	$13,803.91	$0.00	0.00	$11,175,904.06
040208	EDOM HILL CLOSURE ESCROW	$5,544,611.51	$6,819.74	$0.00	0.00	$5,551,431.25
040209	DESERT CENTER CLOSURE ESCROW	$204,294.97	$252.50	$0.00	0.00	$204,547.47
040211	BLYTHE CLOSURE ESCROW	$1,793,697.50	$2,101.65	$0.00	0.00	$1,795,799.15
040212	WASTE CLOSURE FUND	$25.47	$0.03	$0.00	0.00	$25.50
040213	WRMD REMEDITATION FUND	$0.63	$0.00	$0.00	0.00	$0.63
040214	HIGHGROVECAP REM FUND	$5,182,043.81	$6,436.00	$0.00	0.00	$5,188,479.81
040215	BLYTHE CAP REM FUND	$341,159.29	$417.26	$0.00	0.00	$341,576.55
040216	DESERT CENTER CAP	$344,920.41	$427.10	$0.00	0.00	$345,347.51
040217	DOUBLE BUTTE CAP	$3,418,464.03	$4,204.12	$0.00	0.00	$3,422,668.15
040218	BADLANDS CAP	$7,247,716.81	$8,316.43	$0.00	0.00	$7,256,033.24
040219	EDOM HILL CAP	$3,187,335.26	$3,919.94	$0.00	0.00	$3,191,255.20
040220	OASIS CAP	$870,570.77	$1,080.94	$0.00	0.00	$871,651.71
040221	LAMB CANYON CAP	$4,596,639.35	$5,316.04	$0.00	0.00	$4,601,955.39
040222	COACHELLA CAP	$1,356,462.11	$1,684.70	$0.00	0.00	$1,358,146.81
040223	MEAD VALLEY CAP	$1,313,406.79	$1,631.23	$0.00	0.00	$1,315,038.02
040224	ANZA CAP	$861,956.51	$1,060.11	$0.00	0.00	$863,016.62
040225	MECCA 11 CAP/REMED	$361,196.68	$448.55	$0.00	0.00	$361,645.23
040226	CORONA CAP	$581,263.22	$714.86	$0.00	0.00	$581,978.08
040227	ELSINORE CAP	$716,242.58	$881.61	$0.00	0.00	$717,124.19
040228	WEST RIVERSIDE CAP	$851,628.68	$1,048.37	$0.00	0.00	$852,677.05
040229	BEAUMONT CAP	$83,081.02	$102.18	$0.00	0.00	$83,183.20
040230	HEMET CAP	$119,606.30	$147.10	$0.00	0.00	$119,753.40
040231	OPEB FUNDS FOR DISTRICT	$0.00	$0.00	$0.00	0.00	$0.00
040232	Environmental	$27,668,298.55	$34,363.53	$0.00	0.00	$27,702,662.08
040250	WASTE DISPOSAL-HAZARDOUS	$614,341.75	$867,386.17	$298,891.92	0.00	$1,182,836.00
040400	COUNTY SERVICE AREA #122	$3,585.16	$11,396.36	$10,869.67	0.00	$4,111.85

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Fund	Fund Name	Balance Forward	Total Debits	Total Credits	Investments	Total
040420	CSA #62 SEWER PLANT	$0.00	$0.00	$0.00	0.00	$0.00
040440	COUNTY SERVICE AREA #62	$82,326.06	$10,484.74	$8,631.75	0.00	$84,179.05
040600	HOUSING AUTHORITY/PAYROLL	($73,682.82)	$950,647.66	$1,457,693.88	0.00	($580,729.04)
040610	Low Mod Inc Housing Asset Fund	($0.01)	$0.04	$0.03	0.00	$0.00
040650	PHOTOGRAMMERTY OPERATIONS	$876,723.74	$14,592.67	$9,095.54	0.00	$882,220.87
040660	SUBDIVISION OPERATIONS	$3,682,526.47	$60,746.97	$155,290.69	0.00	$3,587,982.75
040670	ENCROACHMENT PERMITS	$601,476.76	$17,096.84	$27,889.23	0.00	$590,684.37
045100	RECORDS MGT & ARCHIVES PROG	$1,192,952.56	$101,269.80	$227,495.24	0.00	$1,066,727.12
045300	AUTOMOTIVE MAINTENANCE	$5,091,776.68	$4,436,927.77	$3,318,212.87	0.00	$6,210,491.58
045420	OASIS	$0.00	$0.00	$0.00	0.00	$0.00
045500	DATA PROCESSING	($1,481,644.09)	$14,403,454.92	$7,663,659.61	0.00	$5,258,151.22
045510	RCIT PASS THRU	($96,690.38)	$631,428.05	$525,945.03	0.00	$8,792.64
045520	RCIT PSEC Operations	$2,318,374.68	$119,344.34	$1,190,682.76	0.00	$1,247,036.26
045600	PRINTING SVS I.S.F.	$1,068,404.33	$171,250.21	$167,834.50	0.00	$1,071,820.04
045620	CENTRAL MAIL SERVICE	$428,408.15	$328,246.55	$248,150.19	0.00	$508,504.51
045700	STORES WORKING CAPITAL F	$2,668,596.01	$1,110,477.49	$805,925.60	0.00	$2,973,147.90
045800	EXCLUSIVE PROVIDER OPTION	$28,856,160.24	$6,265,041.95	$7,003,416.57	0.00	$28,117,785.62
045860	DELTA DENTAL PPO	$5,305,799.98	$573,937.36	$473,096.04	0.00	$5,406,641.30
045900	LOCAL ADVANTAGE PLUS DENTAL	$2,037,181.87	$67,156.63	$83,867.26	0.00	$2,020,471.24
045920	LOCAL ADVANTAGE BLYTHE DENTAL	$81,678.29	$1,643.36	$940.10	0.00	$82,381.55
045960	LIABILITY INSURANCE FUND	$3,600,308.37	$20,612,328.29	$1,870,791.53	0.00	$22,341,845.13
046000	MALPRACTISE INS I.S.F.	$11,500,570.32	$571,470.03	$97,256.87	0.00	$11,974,783.48
046020	PROPERTY INSUANCE - ISF	$0.00	$0.00	$0.00	0.00	$0.00
046040	SAFETY LOSS CONTROL ISF	$411,806.30	$51,641.52	$227,501.94	0.00	$235,945.88
046060	DISABILITY INCOME INS I.	$5,379,351.37	$476,847.40	$695,173.01	0.00	$5,161,025.76
046080	UNEMPLOYMENT INSURANCE I.	$8,298,545.73	$281,032.24	$1,949.17	0.00	$8,577,628.80
046100	WORKERS COMP BENEFITS	$78,987,060.02	$9,548,161.94	$2,440,866.12	0.00	$86,094,355.84
046120	OCCUPATIONAL HEALTH/WELLNESS	$2,793,306.26	$207,101.73	$479,556.51	0.00	$2,520,851.48
047000	TEMPORARY ASSISTANCE POOL	$1,066,193.40	$1,354,531.30	$589,853.29	0.00	$1,830,871.41
047200	EDA-CUSTODIAL SERVICES	$1,434,946.19	$959,883.59	$1,405,417.88	0.00	$989,411.90
047210	EDA-MAINTENANCE SERVICES	$4,341,582.22	$2,291,717.43	$3,048,989.72	0.00	$3,584,309.93
047220	EDA-REAL ESTATE	$1,551,510.83	$8,100,169.58	$6,390,496.71	0.00	$3,261,183.70
048000	HYDROLOGICAL SERVICES	$100,679.01	$45,562.60	$44,014.97	0.00	$102,226.64
048020	GARAGE/FLEET OPERATIONS	$3,446,277.12	$394,134.59	$137,992.81	0.00	$3,702,418.90
048040	PROJECT MAINTENANCE OPERATIONS	$130,301.77	$1,088.20	$5,010.83	0.00	$126,379.14
048060	MAPPING SERVICES	$266,668.22	$8,149.23	$48,996.49	0.00	$225,820.96

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Fund	Fund Name	Balance Forward	Total Debits	Total Credits	Investments	Total
048080	DATA PROCESSING	$1,457,242.68	$446,443.61	$281,395.09	0.00	$1,622,291.20
050000	DEFINED BENEFIT PLAN	$11,104.03	$301,594.36	$240,547.00	0.00	$72,151.39
051000	SALTON SEA AUTHORITY	$3,109.30	$31,367.74	$7,104.02	0.00	$27,373.02
051005	ABANDONED VEHICLE ABATEMENT	$4,421,600.11	$5,656.39	$541.14	0.00	$4,426,715.36
051010	SALTON SEA AUTHORITY	$864.65	$18.65	$0.00	0.00	$883.30
051015	ALVORD DRAINAGE	$345.12	$0.43	$0.00	0.00	$345.55
051025	BANNING UNION HIGH SCHOOL	$761,605.26	$33,384.72	$25,390.05	0.00	$769,599.93
051030	BANNING LIBRARY ACO	$0.00	$0.00	$0.00	0.00	$0.00
051035	BEAUMONT-CHERRY VALLEY R	$651,334.03	$57,057.32	$150,000.00	0.00	$558,391.35
051055	BEAUMONT LIBRARY	$401,974.19	$65,887.70	$193,147.75	0.00	$274,714.14
051060	BEAUMONT LIBRARY ACO	$922,929.04	$1,163.00	$24,300.00	0.00	$899,792.04
051070	COACHELLA VALLEY FIRE PR	$155,852.32	$193.56	$0.00	0.00	$156,045.88
051075	COACHELLA SANITARY DEBT	$7.04	$0.01	$0.00	0.00	$7.05
051080	COACHELLA VALLEY REGIONAL AIRP	$137,712.34	$16,768.81	$1,974.56	0.00	$152,506.59
051085	COACHELLA VALLEY CEMETERY	$3,000.00	$0.00	$0.00	0.00	$3,000.00
051095	COACHELLA VALLEY CEM PRE-NEEDS	$0.00	$0.00	$0.00	0.00	$0.00
051100	COACHELLA VALLEY PUBLIC	$779,549.26	$124,690.73	$114,222.30	0.00	$790,017.69
051105	ACCUMULATIVE CAPITAL OUTLAY.	$497,999.27	$618.51	$0.00	0.00	$498,617.78
051115	COACHELLA VALLEY MOSQUIT	$3,303,477.82	$143,254.72	$1,237,518.00	0.00	$2,209,214.54
051125	Desert Recreation District	$102,998.30	$96,529.96	$0.00	0.00	$199,528.26
051135	COACH VAL ASSOC OF GOVT	$31,980,349.67	$1,193,787.58	$1,493,177.05	0.00	$31,680,960.20
051140	C-VAG BOND ADVANCES	$0.00	$0.00	$0.00	0.00	$0.00
051145	CVAG-RSVP-ACTION	$0.00	$0.00	$0.00	0.00	$0.00
051155	DESERT HOSP DEBT SVS	$82,749.00	$102.77	$0.00	0.00	$82,851.77
051160	EDGEMONT COMMUNITY SERVICE	$1,807,874.75	$46,683.00	$5,204.98	0.00	$1,849,352.77
051165	EDGEMONT COMM SERV DIST	$20,050.28	$468.05	$0.00	0.00	$20,518.33
051170	EDGEMONT COMM SERVICES A	$4,062,356.73	$5,046.89	$0.00	0.00	$4,067,403.62
051175	ELSINORE VALLEY CEMETERY	$577,581.12	$34,902.13	$48,055.57	0.00	$564,427.68
051180	ELSINORE VALL CEM-ENDOW	$42,709.91	$2,593.88	$0.00	0.00	$45,303.79
051185	HAZARDOUS WASTE MGT AUTH	$112,650.54	$139.91	$0.00	0.00	$112,790.45
051190	HEMET VALLEY HOSP	$571.41	$0.71	$0.00	0.00	$572.12
051195	JURUPA AREA REC & PARK	$1,328,498.95	$28,262.06	$850,000.00	0.00	$506,761.01
051210	JURUPA COMMSVS DIST IMP#	$100,858.12	$125.26	$0.00	0.00	$100,983.38
051215	LOCAL AGENCYFORMATION COMMISSI	$977,863.98	$24,240.58	$79,029.81	0.00	$923,074.75
051220	LOCAL TRANSPORTATION FUND	$90,246,525.26	$7,827,715.66	$8,657,459.12	0.00	$89,416,781.80
051230	MENIFEE LMD 88-1	$62,970.84	$339.32	$0.00	0.00	$63,310.16

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051235	MURRIETA CEMETERY	$253,520.60	$32,663.39	$49,093.76	0.00	$237,090.23
051240	MURRIETA VALLEY CEMETERY	$14,462.60	$17.96	$0.00	0.00	$14,480.56
051245	MURRIETA CEMETERY END CA	$202,384.00	$9,009.15	$0.00	0.00	$211,393.15
051246	MVCD Endowment Interest	$0.00	$0.00	$0.00	0.00	$0.00
051250	NORTHWEST MOSQUITO ABATE	$0.00	$0.00	$0.00	0.00	$0.00
051255	NORTHWEST MOSQUITO ABATE	$22,805.40	$28.33	$0.00	0.00	$22,833.73
051260	PALM SPRINGS CEMETERY EN	$1,111,320.00	$17,062.67	$0.00	0.00	$1,128,382.67
051265	PALM SPRINGS CEMETERY PRE-NEED	$574,486.55	$44,004.09	$0.00	0.00	$618,490.64
051270	PALM SPRINGS PUBLIC CEMETERY	$21,452.04	$96,201.56	$98,836.08	0.00	$18,817.52
051275	PALM SPRINGS CEMETERY AC	$385,123.51	$19,486.82	$40,560.00	0.00	$364,050.33
051280	PALO VERDE CEMETERY	$188,438.01	$2,879.38	$9,357.74	0.00	$181,959.65
051285	PALO VERDE CEM ENDOW CAR	$145,700.32	$177.14	$0.00	0.00	$145,877.46
051290	PALO VERDE SOIL CONS	$24,296.63	$30.18	$0.00	0.00	$24,326.81
051295	PALO VERDE VALLEY LIBRARY	$51,956.24	$8,718.97	$34,775.15	0.00	$25,900.06
051300	PALO VERDE VALLEY TRANSI	$173.61	$0.22	$0.00	0.00	$173.83
051305	JURUPA R& PARK INPACTION FEES	$61.59	$0.07	$0.00	0.00	$61.66
051320	RIV CO TRANSPORTATION CO	$350,536,081.66	$26,113,947.21	$21,183,916.45	0.00	$355,466,112.42
051322	I-215 Widening Project Escrow	$345,083.45	$428.59	$0.00	0.00	$345,512.04
051325	BEAUMONT LIBRARY LITERACY PROG	$41,150.13	$51.11	$0.00	0.00	$41,201.24
051330	REGIONAL ACCESS PROJECT	$1,195,623.35	$801.70	$200,000.00	0.00	$996,425.05
051335	RIV COUNTY HABITAT CONS AGENCY	$7,172,381.79	$44,400.22	$5,079.51	0.00	$7,211,702.50
051336	PURCH OF MITIGATION HABITAT	$54,427.57	$67.60	$250.00	0.00	$54,245.17
051337	LAKE SKINNER SKR RES MGT END.	$684,552.50	$850.20	$0.00	0.00	$685,402.70
051338	SYCAMORE CANYON SKR RES MGT EN	$1,018,042.55	$1,264.39	$0.00	0.00	$1,019,306.94
051339	MOTTE RIMROCK RESERVE	$699,745.10	$869.07	$0.00	0.00	$700,614.17
051340	WESTERN RIV COUNTY MHSCP	$0.00	$0.00	$0.00	0.00	$0.00
051341	Lake Mathews Wasting Endowment	$5,387,293.63	$6,930.30	$1,373.91	0.00	$5,392,850.02
051342	RCHCA Resrv Endowmnt Lake Skin	$508,314.98	$631.32	$0.00	0.00	$508,946.30
051350	CV CONSERVATION COMMISSION	$15,827,578.87	$134,059.18	$290,000.00	0.00	$15,671,638.05
051360	LAW LIBRARY	$4,284,821.32	$146,624.00	$90,289.17	0.00	$4,341,156.15
051361	OTHER POST-EMPLOYMENT BENEFITS	$0.00	$0.00	$0.00	0.00	$0.00
051365	LAW LIBRARY TRUST FUND-GIFTS	$0.00	$0.00	$0.00	0.00	$0.00
051370	RUBIDOUX COMM SVS DEBT S	$550.91	$0.68	$0.00	0.00	$551.59
051375	SAN JACINTO VALLEY CEMETERY	$77,192.88	$47,118.25	$53,786.37	0.00	$70,524.76
051380	SAN JACINTO CEM PRE-NEED	$108,181.85	$9,310.78	$3,190.00	0.00	$114,302.63
051385	SAN JACINTO VLLY ACO	$17,578.56	$2,511.09	$0.00	0.00	$20,089.65

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Fund	Fund Name	Balance Forward	Total Debits	Total Credits	Investments	Total
051390	SAN JACINTO VAL CEM-END	$69,766.67	$5,563.68	$63.68	0.00	$75,266.67
051391	ENDOWMENT CARE INTEREST	$961.29	$64.82	$0.00	0.00	$1,026.11
051395	SUMMIT CEMETERY DISTRICT ACO	$0.00	$0.00	$0.00	0.00	$0.00
051400	SUMMIT CEMETERY DISTRICT	$423,157.51	$42,240.28	$134,000.00	0.00	$331,397.79
051405	SUMMIT CEMETERY DIST ENDOWMNT	$0.00	$0.00	$0.00	0.00	$0.00
051415	SUMMIT CEMETERY DIST PRE-NEEDS	$0.00	$0.00	$0.00	0.00	$0.00
051420	SUMMIT CEMETERY DIST - STEWART	$0.00	$0.00	$0.00	0.00	$0.00
051425	TEMECULA PUBLIC CEMETERY	$1,057,696.34	$41,446.43	$29,497.76	0.00	$1,069,645.01
051430	TEMECULA CEM PERS/457 PROG.	$180.00	$0.00	$0.00	0.00	$180.00
051435	TEMECULA CEM ENDOW CARE	$156,301.41	$17,747.47	$0.00	0.00	$174,048.88
051440	TEMECULA CEMETERY ACO	$994,167.17	$1,234.74	$0.00	0.00	$995,401.91
051445	VALLEY SANITARY DISTRICT	$8.56	$0.00	$0.00	0.00	$8.56
051460	VALLEY WIDE REC & PARK	$347,382.84	$53,590.48	$0.00	0.00	$400,973.32
051470	VAN HORN REGIONAL TREATMENT	$183,559.49	$230.41	$19,889.00	0.00	$163,900.90
051480	WESTERN RIV COUNCIL OF GOVTS.	$107,910.64	$74,431.56	$59,189.68	0.00	$123,152.52
051485	WILDOMAR CEMETERY	$0.00	$0.00	$0.00	0.00	$0.00
051490	WILDOMAR CEM-DISTRICT-DEFERRED	$0.00	$0.00	$0.00	0.00	$0.00
051495	WILDOMAR CEMETERY ENDOWM	$0.00	$0.00	$0.00	0.00	$0.00
051500	CALTRANS, WRCG	$0.49	$0.36	$0.00	0.00	$0.85
051505	L T F	$2,815.41	$2,031.12	$0.00	0.00	$4,846.53
051510	RCHCA	$0.00	$0.00	$0.00	0.00	$0.00
051520	MCCOY WASH FLOOD CONTROL DIST	$192,179.33	$238.68	$0.00	0.00	$192,418.01
051550	LAW LIBRARY BLDG FD	$4,076,445.71	$5,666.21	$0.00	0.00	$4,082,111.92
051560	IODINE SPRINGS MITIGATION FUND	$357,114.18	$443.57	$0.00	0.00	$357,557.75
051570	TUMF	$2,184,273.78	$34,205.96	$48,963.89	0.00	$2,169,515.85
051630	WEST RIV CO REG CONS AUTH	$18,032,061.11	$442,949.10	$104,855.26	0.00	$18,370,154.95
051631	MSHCP ADAPTIVE MGMT ENDOWMENT	$0.00	$0.03	$0.00	0.00	$0.03
051632	BURRROWING OWL DONATIONS	$77,001.56	$95.91	$0.00	0.00	$77,097.47
051633	RCA MITIGATION FEES	$16,330,217.88	$1,143,450.06	$724,489.00	0.00	$16,749,178.94
051634	RCA Mitigation Fees Set Aside	$289,188.04	$36,093.80	$30,296.91	0.00	$294,984.93
051636	RCA CONTRIBUTED CAPITAL ACQ	$1,631,018.50	$0.00	$5,845.19	0.00	$1,625,173.31
051670	2008 S WEST COMM FINAN AUTHOR	$0.00	$0.00	$0.00	0.00	$0.00
051680	2008 A SOUTHWEST COMM FINANCIN	$0.00	$0.00	$0.00	0.00	$0.00
051690	JURUPA COMM SERVICES DISTRICT	$34,232,569.43	$42,516.22	$0.00	0.00	$34,275,085.65
051700	L & LMD MENIFEE	$4,462.57	$5.55	$0.00	0.00	$4,468.12
051701	L & LMD NO 89-1-C ZN 3 MENIFEE	$16,754.49	$20.81	$0.00	0.00	$16,775.30

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Fund	Fund Name	Balance Forward	Total Debits	Total Credits	Investments	Total
051702	L&LMD NO 89-1-C ZN 25 MENIFEE	$634,768.40	$788.37	$0.00	0.00	$635,556.77
051703	L&LMD NO 89-1-C ZN 27 MENIFEE	$2,113.47	$2.62	$0.00	0.00	$2,116.09
051704	L & LMD NO 89-1-C ZN 37 MENIFE	$13,403.82	$16.65	$0.00	0.00	$13,420.47
051705	L&LMD NO 89-1-C ZN 38 MENIFEE	$780.27	$0.97	$0.00	0.00	$781.24
051706	L&LMD NO 89-1-C ZN 44 MENIFEE	$26,412.07	$32.80	$0.00	0.00	$26,444.87
051707	L&LMD NO 89-1-C ZN 47 MENIFEE	$523.95	$0.65	$0.00	0.00	$524.60
051708	L&LMD NO 89-1-C ZN 49 MENIFEE	$878.31	$1.09	$0.00	0.00	$879.40
051709	L&LMD NO 89-1-C ZN 60 MENIFEE	$243,844.72	$302.85	$0.00	0.00	$244,147.57
051710	L&LMD NO 89-1-C ZN 63 MENIFEE	$17,920.22	$22.26	$0.00	0.00	$17,942.48
051711	L&LMD NO 89-1-C ZN 69 MENIFEE	$2,392.92	$2.97	$0.00	0.00	$2,395.89
051712	L&LMD NO 89-1-C ZN 76 MENIFEE	$76.54	$0.10	$0.00	0.00	$76.64
051713	L&LMD NO 89-1-C ZN 77 MENIFEE	$5,379.40	$6.68	$0.00	0.00	$5,386.08
051714	L&LMD NO 89-1-C ZN 81 MENIFEE	$13,037.48	$16.19	$0.00	0.00	$13,053.67
051715	L&LMD NO 89-1-C ZN 113 MENIFEE	$314.36	$0.39	$0.00	0.00	$314.75
051716	L&LMD NO 89-1-C ZN 114 MENIFEE	$3.36	$0.00	$0.00	0.00	$3.36
051717	L&LMD NO 89-1-C ZN 117 MENIFEE	$4,244.16	$5.28	$0.00	0.00	$4,249.44
051718	L&LMD NO 89-1-C ZN 118 MENIFEE	$1,157.45	$1.43	$0.00	0.00	$1,158.88
051719	L&LMD NO 89-1-C ZN 121 MENIFEE	$161.04	$0.20	$0.00	0.00	$161.24
051720	L&LMD NO 89-1-C ZN 129 MENIFEE	$0.00	$0.00	$0.00	0.00	$0.00
051721	L&LMD NO 89-1-C ZN 130 MENIFEE	$7.24	$0.01	$0.00	0.00	$7.25
051722	L&LMD NO 89-1-C ZN 1 MENIFEE	$100.55	$0.13	$0.00	0.00	$100.68
051723	L&LMD NO 89-1-C ZN 6 MENIFEE	$144.30	$0.18	$0.00	0.00	$144.48
051724	L&LMD NO 89-1-C ZN 8 MENIFEE	$255.20	$0.31	$0.00	0.00	$255.51
051725	L&LMD NO 89-1-C ZN 23 MENIFEE	$121.52	$0.15	$0.00	0.00	$121.67
051726	L&LMD NO 89-1-C STL ZN 24 MENI	$110.93	$0.14	$0.00	0.00	$111.07
051727	L&LMD NO 89-1-C STL ZN 28 MENI	$87.17	$0.11	$0.00	0.00	$87.28
051728	L&LMD NO 89-1-C STL ZN 32 MENI	$912.42	$1.13	$0.00	0.00	$913.55
051729	L&LMD NO 89-1-C STL ZN 34 MENI	$100.37	$0.13	$0.00	0.00	$100.50
051730	L&LMD NO 89-1-C STL ZN 49 MENI	$148.00	$0.18	$0.00	0.00	$148.18
051731	L&LMD NO 89-1-C STL ZN 51 MENI	$94.86	$0.12	$0.00	0.00	$94.98
051732	L&LMD NO 89-1-C STL ZN 79 MENI	$496.47	$0.62	$0.00	0.00	$497.09
051733	L&LMD NO 89-1-C STL ZN 80 MENI	$683.51	$0.85	$0.00	0.00	$684.36
051734	L&LMD NO 89-1-C STL ZN 83 MENI	$249.99	$0.31	$0.00	0.00	$250.30
051735	L&LMD NO 89-1-C STL ZN 84 MENI	$334.54	$0.41	$0.00	0.00	$334.95
051736	L&LMD NO 89-1-C STL ZN 87 MENI	$197.25	$0.25	$0.00	0.00	$197.50
051737	L&LMD NO 89-1-C STL ZN 90 MENI	$1,493.52	$1.85	$0.00	0.00	$1,495.37

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051738	L&LMD NO 89-1-C STL ZN 92 MENI	$40.77	$0.05	$0.00	0.00	$40.82
051739	LANDSCAPE & LMD# 89-1-C,133M	$4,943.29	$6.14	$0.00	0.00	$4,949.43
051740	LANDSCAPE & LMD NO 89-1-C 163M	$106.03	$0.13	$0.00	0.00	$106.16
051741	Landscape&LMD 89-1-C Zone 167M	$0.00	$0.00	$0.00	0.00	$0.00
051742	Landscape&LMD 89-1-C Zone105M	$276.99	$0.35	$0.00	0.00	$277.34
051743	Landscape &LMD 89-1C Zone 176M	$466.42	$0.58	$0.00	0.00	$467.00
051744	Landscape & LMD 89-1C Zone106M	$107.91	$0.13	$0.00	0.00	$108.04
051770	L & LD WILDOMAR	$0.67	$0.00	$0.00	0.00	$0.67
051771	L & LMD NO 89-1-C ZONE 3 WILD	$4,438.82	$4.93	$0.00	0.00	$4,443.75
051772	L&LMD NO 89-1-C ZONE 29 WILDMR	$1.34	$0.00	$0.00	0.00	$1.34
051773	L&LMD NO 89-1-C ZONE 30 WILDMR	$1,190.21	$1.48	$0.00	0.00	$1,191.69
051774	L&LMD NO 89-1-C ZONE 42 WILDMR	$932.01	$1.16	$0.00	0.00	$933.17
051775	L&LMD NO 89-1-C ZN 51 WILDOMAR	$76.32	$0.09	$0.00	0.00	$76.41
051776	L&LMD NO 89-1-C ZN 52 WILDOMAR	$2,028.86	$2.52	$0.00	0.00	$2,031.38
051777	L&LMD NO 89-1-C ZN 59 WILDOMAR	$6.40	$0.01	$0.00	0.00	$6.41
051778	L&LMD NO 89-1-C ZN 62 WILDOMAR	$253.48	$0.31	$0.00	0.00	$253.79
051779	L&LMD NO 89-1-C ZN 67 WILDOMAR	$10.74	$0.02	$0.00	0.00	$10.76
051780	L&LMD NO 89-1-C ZN 71 WILDOMAR	$450.07	$0.56	$0.00	0.00	$450.63
051781	L&LMD NO 89-1-C ZN 90 WILDOMAR	$31.76	$0.04	$0.00	0.00	$31.80
051782	L&LMD NO 89-1-C ZN 18 WILDOMAR	$0.42	$0.00	$0.00	0.00	$0.42
051783	L&LMD NO 89-1-C ZN 26 WILDOMAR	$223.92	$0.27	$0.00	0.00	$224.19
051784	L&LMD NO 89-1-C ZN 27 WILDOMAR	$2.76	$0.01	$0.00	0.00	$2.77
051785	L&LMD NO 89-1-C ZN 35 WILDOMAR	$45.04	$0.05	$0.00	0.00	$45.09
051786	L&LMD NO 89-1-C STL ZN 50 WILD	$0.35	$0.00	$0.00	0.00	$0.35
051787	L&LMD NO 89-1-C STL ZN 70 WILD	$552.65	$0.17	$0.00	0.00	$552.82
051788	L&LMD NO 89-1-C STL ZN 71 WILD	$0.83	$0.00	$0.00	0.00	$0.83
051789	L&LMD NO 89-1-C STL ZN 73 WILD	$1.39	$0.00	$0.00	0.00	$1.39
051790	L&LMD NO 89-1-C STL ZN 88 WILD	$1.00	$0.00	$0.00	0.00	$1.00
051800	L & LMD EASTVALE Z73EANNEX	$0.00	$0.00	$0.00	0.00	$0.00
051801	L & LMD #89-1-C, Z 41 EASTVALE	$342.41	$0.43	$0.00	0.00	$342.84
051802	L & LMD #89-1-C, Z 79 EASTVALE	$5.65	$0.00	$0.00	0.00	$5.65
051803	L & LMD #89-1-C, Z 85 EASTVALE	$5.05	$0.01	$0.00	0.00	$5.06
051804	L & LMD #89-1-C,Z 111 EASTVALE	$40.10	$0.05	$0.00	0.00	$40.15
051805	L & LMD #89-1-C,Z 115 EASTVALE	$0.00	$0.00	$0.00	0.00	$0.00
051806	L & LMD #89-1-C,Z 116 EASTVALE	$14.38	$0.02	$0.00	0.00	$14.40
051807	L & LMD #89-1-C,Z 147 EASTVALE	$0.45	$0.00	$0.00	0.00	$0.45

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051808	L & LMD #89-1-C,Z 151 EASTVALE	$0.43	$0.00	$0.00	0.00	$0.43
051809	L & LMD #89-1-C,Z 156 EASTVALE	$0.27	$0.00	$0.00	0.00	$0.27
051810	L & LMD 89-1C, STL Z10 E VALE	$0.48	$0.00	$0.00	0.00	$0.48
051811	L & LMD 89-1-C STL Z 33 E VALE	$0.18	$0.00	$0.00	0.00	$0.18
051830	Landscape $ LMD 89-1-C, Annex	$6.98	$0.01	$0.00	0.00	$6.99
051831	Landscape & LMD 89-1C, Zone 4	$63,376.50	$2,556.80	$25.32	0.00	$65,907.98
051832	Landscape & LMD 89-1-C Zone 5J	$1,430.76	$9.78	$0.00	0.00	$1,440.54
051833	Landscape & LMD 89-1-C Zone 6J	$3,545.73	$4.12	$0.00	0.00	$3,549.85
051834	Landscape & LMD 89-1-C Zone 7J	$7,108.08	$7.71	$13.25	0.00	$7,102.54
051835	Landscape & LMD 89-1-C Zone 9J	$5,288.50	$7.38	$0.00	0.00	$5,295.88
051836	Landscape & LMD 89-1-C Zone14J	$4,395.65	$6.39	$0.00	0.00	$4,402.04
051837	Landscape & LMD 89-1C Zone 16J	$1,002.34	$0.00	$25.40	0.00	$976.94
051838	Landscape & LMD 89-1C Zone 17J	$9,188.21	$11.22	$0.00	0.00	$9,199.43
051839	Landscape & LMD 89-1C Zone 21J	$39,479.47	$49.35	$0.00	0.00	$39,528.82
051840	Landscape & LMD 89-1C Zone 34J	$4,110.55	$6.16	$0.00	0.00	$4,116.71
051841	Landscape & LMD 89-1C one 61J	$5,323.39	$6.99	$0.00	0.00	$5,330.38
051842	Landscape & LMD 89-1C Zone 73J	$1,125.60	$1.75	$0.00	0.00	$1,127.35
051843	Landscape & LMD 89-1C Zone 78J	$35,476.11	$45.60	$0.00	0.00	$35,521.71
051844	Landscape & LMD 89-1C Zone95J	$5,839.56	$7.28	$0.00	0.00	$5,846.84
051845	Landscape & LMD 89-1C Zone 102	$0.00	$0.00	$0.00	0.00	$0.00
051846	Landscape & LMD 89-1C Zone 106	$8,037.14	$9.99	$0.00	0.00	$8,047.13
051847	Landscape & LMD 89-1C Zone 126	$3,257.92	$4.13	$0.00	0.00	$3,262.05
051848	Landscape & LMD 89-1-C Zone128	$0.08	$0.00	$0.00	0.00	$0.08
051849	Landscape & LMD 89-1-C Zone132	$5,991.34	$7.47	$0.00	0.00	$5,998.81
051850	Landscape & LMD 89-1C Zone137	$7,963.08	$12.11	$0.00	0.00	$7,975.19
051851	Landscape & LMD 89-1C Zone141J	$33,179.02	$41.35	$0.00	0.00	$33,220.37
051852	Landscape & LMD 89-1C Zone142J	$0.00	$0.00	$0.00	0.00	$0.00
051853	Landscape & LMD 89-1C Zone173J	$2,229.13	$2.78	$0.00	0.00	$2,231.91
051854	Landscape & LMD 89-1C Zone 5J	$918.78	$1.11	$0.00	0.00	$919.89
051855	Landscape & LMD 89-1C Zone 7J	$1,003.54	$1.23	$0.00	0.00	$1,004.77
051856	Landscape & LMD 89-1C Zone 15	$155.46	$0.16	$0.00	0.00	$155.62
051857	Landscape & LMD 89-1C Zone 17J	$5,501.46	$6.74	$0.00	0.00	$5,508.20
051858	Landscape & LMD 89-1C Zone 19J	$398.23	$0.48	$0.00	0.00	$398.71
051859	Landscape & LMD 89-1C Zone 39J	$159.51	$0.18	$0.00	0.00	$159.69
051860	Landscape & LMD 89-1C Zone 41J	$1,236.31	$1.52	$0.00	0.00	$1,237.83
051861	Landscape & LMD 89-1C Zone62J	$1,872.54	$2.30	$0.00	0.00	$1,874.84

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051862	Landscape & LMD 89-1C Zone 69J	$8,720.29	$10.83	$0.00	0.00	$8,731.12
051863	Landscape & LMD 89-1C Zone 86J	$9,846.38	$12.11	$0.00	0.00	$9,858.49
051864	Landscape & LMD 89-1C Zone 91J	$5,696.47	$6.97	$0.00	0.00	$5,703.44
051865	Landscape & LMD 89-1C Zone 93J	$2,110.54	$2.60	$0.00	0.00	$2,113.14
051866	Landscape & LMD 89-1C Zone 94J	$131.22	$0.10	$0.00	0.00	$131.32
051867	Landscape& LMD 89-1C Zone 102J	$1,409.74	$1.81	$6.08	0.00	$1,405.47
052000	RCA Donor Endowments	$0.00	$0.00	$0.00	0.00	$0.00
052001	DR Horton Endowment	$18,899.89	$23.48	$0.00	0.00	$18,923.37
052002	Elsinore LKVW Amberhill Endow	$54,249.84	$67.37	$0.00	0.00	$54,317.21
052003	Elsinore Lakeview Est #2 Endow	$120,286.41	$149.40	$0.00	0.00	$120,435.81
052004	Richmond Amer Homes Endowment	$15,717.31	$19.52	$0.00	0.00	$15,736.83
052005	BFW Corona Endowment	$4,649.90	$5.77	$0.00	0.00	$4,655.67
052006	Southshore Endowment	$35,614.36	$44.24	$0.00	0.00	$35,658.60
052007	Emerald Meadows Endowment	$12,966.95	$16.10	$0.00	0.00	$12,983.05
052008	Teledyne/Trans Dept Endowment	$255,490.36	$317.32	$0.00	0.00	$255,807.68
052009	TET SEDCO HILLS ENDOWMENT	$276,252.86	$343.10	$0.00	0.00	$276,595.96
052010	RCA Endowment	$618,884.42	$768.64	$0.00	0.00	$619,653.06
052011	EMWD-SJ River Recharge Endwmnt	$2,030,608.66	$2,521.98	$0.00	0.00	$2,033,130.64
052012	RCA SO CAL GAS LA PALOMA ENDMT	$389,986.12	$484.35	$0.00	0.00	$390,470.47
052200	RDA 2004 TAX ALLOC HOUSING BON	$0.00	$0.00	$0.00	0.00	$0.00
052210	RDA 2004 TARB SERIES E I-215	$0.00	$0.00	$0.00	0.00	$0.00
052220	RDA 2004 NON HSG RESERVE I-86	$0.00	$0.00	$0.00	0.00	$0.00
052230	RDA 2004 NON HSG RESERVE MCPA	$0.00	$0.00	$0.00	0.00	$0.00
052240	RDA 2004 NON HSG RESERVE I-215	$0.00	$0.00	$0.00	0.00	$0.00
052250	RDA 2005 NON HSG RESERVE I-86	$0.00	$0.00	$0.00	0.00	$0.00
052260	RDA 2005 NON HSG RESERVE MCPA	$0.00	$0.00	$0.00	0.00	$0.00
052270	RDA 2005 NON HSG RESERVE I-215	$0.00	$0.00	$0.00	0.00	$0.00
052290	RDA 2006 TARB SERIES D (DCPA)	$0.00	$0.00	$0.00	0.00	$0.00
052310	RDA 2006 TARB SERIES A (1-86)	$36,921.20	$353.84	$0.00	0.00	$37,275.04
052320	RDA 2006 TARB SERIES C (MCPA)	$0.00	$0.00	$0.00	0.00	$0.00
052360	1985 ACES POOLED BOND FUNDS	$0.00	$0.00	$0.00	0.00	$0.00
052370	RIVERSIDE TRANSIT AGENCY	$6,769,814.51	$276,038.86	$93,311.25	0.00	$6,952,542.12
052380	RDA 2010 TA HSG BP SERIES A	$0.00	$0.00	$0.00	0.00	$0.00
052390	RDA 2010 TA HSG BP SERIES A-T	$316,072.40	$392.56	$0.00	0.00	$316,464.96
052400	RDA 2010 TA HSG RESERVE SERIES	$1,306,417.08	$1,622.54	$0.00	0.00	$1,308,039.62
052410	RDA 2010 TA HSG RES. SER A-T	$4,182,837.37	$5,195.01	$0.00	0.00	$4,188,032.38

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Fund	Fund Name	Balance Forward	Total Debits	Total Credits	Investments	Total
052420	RDA 2007 TA REF BONDS SERIES B	$0.00	$0.00	$0.00	0.00	$0.00
052430	RDA 2010 NON HSG RESERVE SER C	$548,816.84	$681.62	$0.00	0.00	$549,498.46
052440	RDA 2010 NON HSG RES SERIES D	$2,371,099.22	$2,944.86	$0.00	0.00	$2,374,044.08
052450	RDA 2010 NON HSG RESERVE SER E	$5,044,465.44	$6,265.14	$0.00	0.00	$5,050,730.58
052460	CITY OF PALM DESERT	$93,115,168.88	$6,098,609.15	$0.00	0.00	$99,213,778.03
052470	RDA SUCCESSOR AGCY PALM DESERT	$16,009,047.18	$6,657.26	$0.00	0.00	$16,015,704.44
052480	SCFA-ANIMAL SHELTER-OPERATION	$273,446.96	$49,443.14	$97,261.47	0.00	$225,628.63
052481	SCFA-Animal Shelter-Credit EF	$183,265.78	$220.48	$0.00	0.00	$183,486.26
052482	SCFA Animal Shelter-Contingenc	$88,144.59	$109.47	$0.00	0.00	$88,254.06
052490	CAC Annex Pooled Bond Funds	$0.00	$0.00	$0.00	0.00	$0.00
052495	2012 Series A&B Hospital P B F	$12,912,647.68	$16,483.34	$131,130.66	0.00	$12,798,000.36
052500	Coachella Valley Water Dist	$40,290,374.39	$74,483.51	$4,000,000.00	0.00	$36,364,857.90
052510	RDA 2011 NH Reserve Series D	$533,992.43	$663.21	$0.00	0.00	$534,655.64
052520	RDA 2011 NHSG Reserve Series B	$2,320,982.17	$2,882.61	$0.00	0.00	$2,323,864.78
052530	RDA 2011 NH Reserve Series B-T	$1,156,327.28	$1,436.14	$0.00	0.00	$1,157,763.42
052540	RDA 2011 NH Reserve Series E	$1,195,975.42	$1,485.38	$0.00	0.00	$1,197,460.80
052550	CAC PD BuildingPooled Project	$7,975,054.24	$12,327.17	$325,630.00	0.00	$7,661,751.41
052560	2015 PFA CAP FAC PROJ CONST FN	$229,229,268.92	$329,262.25	$13,454,045.63	0.00	$216,104,485.54
054000	RIV CO SCHOOLS CLEARING ACCOUN	$0.00	$589,732,453.10	$589,719,517.69	0.00	$12,935.41
054005	SCHOOL CLEARING	($121.00)	$0.00	$0.06	0.00	($121.06)
054010	SCHOOL CLEARING	$120.90	$0.00	$0.00	0.00	$120.90
054015	RIV CO SCHOOLS ERAS	$10.94	$0.00	$0.00	0.00	$10.94
055000	CORONA/NORCO SCH CLEARING	$0.00	$9,419,956.47	$4,362,896.25	0.00	$5,057,060.22
055005	CORONA-NORCO SCHOOL A	$10,738,105.88	$31,107,178.07	$29,668,158.03	0.00	$12,177,125.92
055010	CORONA NORCO SCHOOL B	($1,389,985.09)	$14,121,017.74	$14,273,009.95	0.00	($1,541,977.30)
055015	INLAND EMPIRE HEALTH PLAN	$584,351,539.34	$90,640,291.60	$160,000,000.00	0.00	$514,991,830.94
055020	IEHP HEALTH ACCESS	$28,046,051.47	$34,832.68	$0.00	0.00	$28,080,884.15
055100	MORENO VALLEY SCHOOL CLEARING	$5,247,733.65	$4,306,053.10	$375,038.34	0.00	$9,178,748.41
055105	MORENO VALLEY PAYROLL CLEARING	$11,427,114.59	$14,012,486.78	$13,401,626.54	0.00	$12,037,974.83
055110	MORENO VALLEY VENDOR CLEARING	$15,422.31	$17,036,320.26	$20,181,972.81	0.00	($3,130,230.24)
060000	WELFARE-DEPENDENT CHILDREN	$134,047.94	$64,040.14	$48,405.11	0.00	$149,682.97
060005	VICTIMS EMERGENCY FUND	$38,396.97	$48.71	$0.00	0.00	$38,445.68
060010	HEALTH DEPT COMMUNITY DO	$11,581.24	$0.00	$0.00	0.00	$11,581.24
060015	PUB GUARD CONSERVATEE BU	$444,398.34	$9,034.35	$5,500.13	0.00	$447,932.56
060020	PUBLIC GUARDIAN CONSERVA	$4,986,092.01	$6,192.63	$0.00	0.00	$4,992,284.64
060025	CO CHILDRENS TR AB 636 & 29	$2,006,797.68	$31,581.21	$12,996.00	0.00	$2,025,382.89

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Fund	Fund Name	Balance Forward	Total Debits	Total Credits	Investments	Total
060040	DPSS EXCESS PASSON CHLD SUP	$447,906.43	$0.00	$0.00	0.00	$447,906.43
060045	Successor Agency PPTF	$16,332,152.71	$72,599.16	$10,004,101.36	0.00	$6,400,650.51
060050	Successor Agency PPTF-RORF	$26,072,976.20	$12,121.58	$24,874,620.75	0.00	$1,210,477.03
060055	ILP Youth Accounts	$5,737.32	$7.43	$242.52	0.00	$5,502.23
060100	FLOOD STOP NOTICES	$30,441.77	$0.00	$0.00	0.00	$30,441.77
060110	SPECIALSUBDIVISION TRUST	$3,882,161.97	$4,829.67	$0.00	0.00	$3,886,991.64
060125	ZONE 3- BENEFIT ASSESSMENT	$3.52	$0.00	$0.00	0.00	$3.52
065000	APPORTIONED TAXES CLEARI	$10,285.50	$629,690.82	$629,690.82	0.00	$10,285.50
065001	HEALTH NET HMO	$2,104.32	$0.00	$0.00	0.00	$2,104.32
065002	KAISER PERMANENTE HEALTH	$4,388,995.41	$4,426,481.72	$4,490,339.63	0.00	$4,325,137.50
065004	KATRINA DISATER RELIEF	$60.25	$0.07	$0.00	0.00	$60.32
065005	CSA 152 RIVERSIDE STORMWATER	$23,114.77	$1,110.20	$0.00	0.00	$24,224.97
065008	SCAN HEALTH	$1,945.93	$35,411.73	$29,988.05	0.00	$7,369.61
065009	HEALT NET PPO	$1,189.57	$0.00	$0.00	0.00	$1,189.57
065010	PROPERTY TAXES CURRENT S	$5,350,681.77	$15,278.32	$1,866,831.57	0.00	$3,499,128.52
065011	DELTA CARE USA DHMO	$299,951.86	$298,848.12	$318,634.24	0.00	$280,165.74
065012	UNITED HEALTHCARE HMO	$2,244,810.54	$2,469,878.86	$2,467,205.48	0.00	$2,247,483.92
065013	UNITED HEALTHCARE PPO	$310,704.50	$189,304.93	$185,784.80	0.00	$314,224.63
065020	AUDITOR IRS BACKUP WITHHOLDING	$1,003.14	$0.00	$0.00	0.00	$1,003.14
065025	SUPPLEMENTAL LAW ENF. SVS FUND	$0.00	$0.00	$0.00	0.00	$0.00
065031	PAYROLL RECON CLEARING	($325,779.44)	$0.00	$0.00	0.00	($325,779.44)
065035	DIRECT DEPOSIT CLEARING	$40,079,856.26	$78,321,734.22	$79,044,888.13	0.00	$39,356,702.35
065040	MISC TAX	$4.18	$0.00	$0.00	0.00	$4.18
065045	PARIMUTUAL REVENUE	$0.00	$1.58	$0.00	0.00	$1.58
065050	PAYROLL-MISC ADJUST TRUST	$0.00	$0.00	$0.00	0.00	$0.00
065055	PRIOR SUPP REFUND CLRG	$0.00	$20,922.40	$20,922.40	0.00	$0.00
065060	LIFE INSURANCE	$129,289.55	$63,438.68	$239.20	0.00	$192,489.03
065061	JEFFERSON PILOT INSURANCE	($201.87)	$224,370.31	$0.00	0.00	$224,168.44
065065	DEFERRED COMP INVESTMENT	$29,509.01	$760.00	$0.00	0.00	$30,269.01
065070	CPPC ASSOCIATION DUES	($262.69)	$792.07	$529.38	0.00	$0.00
065075	CREDIT UNION-OTHER	$0.00	$0.00	$0.00	0.00	$0.00
065085	NATIONWIDE DEFERRED COMP	($1,518,170.80)	$4,617,902.35	$3,084,753.72	0.00	$14,977.83
065090	VALIC DEFERRED COMP	($508,858.17)	$1,810,878.37	$1,298,482.11	0.00	$3,538.09
065095	EMPLOYEE ASSOCIATION TRUST	($31.71)	$192,948.65	$192,916.94	0.00	$0.00
065100	WITHHOLDING TAX TRUST FU	($6,574,898.87)	$20,299,807.48	$13,675,437.28	0.00	$49,471.33
065105	FED WITHHOLDING TAX-OTHER	$0.00	$16,280.20	$16,280.20	0.00	$0.00

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Fund	Fund Name	Balance Forward	Total Debits	Total Credits	Investments	Total
065110	PERS-HEALTH INSURANCE	($51,332.65)	$1,310,278.52	$1,250,685.97	0.00	$8,259.90
065115	MONUMENTAL HEALTH INS	$413,584.53	$532.56	$0.00	0.00	$414,117.09
065120	FLEX SPENDING ACCOUNT	$226,340.01	$213,431.33	$214,181.35	0.00	$225,589.99
065125	LONG TERMDISAB-SHERIFF ASSOC.	$0.00	$70,168.00	$70,168.00	0.00	$0.00
065130	MEDICARE TAX TRUST	($864,367.43)	$4,361,000.10	$3,489,869.96	0.00	$6,762.71
065135	MEDICARE TAX-OTHER	$0.00	$4,624.50	$4,624.50	0.00	$0.00
065140	O A S D I TRUST	($2,487,798.92)	$12,403,632.77	$9,902,062.12	0.00	$13,771.73
065145	O A S D I OTHER	$0.00	$19,773.80	$19,773.80	0.00	$0.00
065150	OPTICAL INS BLUE CROSS	$160,581.24	$32,286.57	$40,261.73	0.00	$152,606.08
065155	R C D D A ASSOCIATION DU	($13,090.00)	$39,235.00	$26,145.00	0.00	$0.00
065160	RETIREMENT 401A	$113,698.89	$0.00	$0.00	0.00	$113,698.89
065165	RETIREMENT TRUST	($3,222,142.62)	$19,626,877.99	$15,348,372.21	0.00	$1,056,363.16
065175	RSA HEALTH	$0.00	$904,158.17	$904,158.17	0.00	$0.00
065176	RSA FLEXIBLE SPENDING ACCOUNT	$0.00	$2,383,840.00	$2,383,840.00	0.00	$0.00
065180	SHERIFF RELIEF ASSOCIATION	$0.00	$547,595.58	$547,595.58	0.00	$0.00
065185	STATE UNEMPLOYMENT INS T	$0.00	$177.96	$177.96	0.00	$0.00
065190	STATE WITHHOLDING TAX	($2,479,832.60)	$7,508,964.73	$5,015,302.40	0.00	$13,829.73
065195	UNITED FUND TRUST	($22,497.70)	$67,368.10	$44,870.40	0.00	$0.00
065210	VISION PLAN OF AMERICA	$199,785.87	$154,091.16	$165,042.40	0.00	$188,834.63
065220	UPEC DUES	($17.00)	$327,541.69	$327,524.69	0.00	$0.00
065225	LAW ENFORCEMENT MGT UNIT DUES	$0.00	$18,600.12	$18,600.12	0.00	$0.00
065230	PUBLIC DEFENDER DUES	$0.00	$0.00	$0.00	0.00	$0.00
065235	LIUNA PENSION	$0.00	$0.00	$0.00	0.00	$0.00
065236	LIUNA HEALTH & SAFETY	$0.00	$17,084.07	$11,396.74	0.00	$5,687.33
065237	SEIU TRAINING FUND	$357.97	$15,504.64	$10,293.39	0.00	$5,569.22
065240	SEIU PENSION	$61,596.75	$116,045.29	$116,045.29	0.00	$61,596.75
065241	REPAYMENT AGREEMENTS	$2,683.74	$3,151.89	$3,370.91	0.00	$2,464.72
065245	REFUNDS ON NEG EXTENSION	$380,194.99	$1,210,927.37	$1,208,741.69	0.00	$382,380.67
065255	STATE W/H TAX-OTHER	$0.00	$4,350.00	$4,350.00	0.00	$0.00
065260	STOP NOTICE FUND-PUBLIC WORKS	$5,693.32	$0.00	$0.00	0.00	$5,693.32
065265	ABSTRACT OF JUDGMENT TRU	($67,814.75)	$517,835.06	$334,720.24	0.00	$115,300.07
065266	SERIES I SAVINGS BONDS	$0.00	$0.00	$0.00	0.00	$0.00
065267	LONG TERM CARE	($940.97)	$2,900.85	$1,933.90	0.00	$25.98
065268	POST EMPLOYMENT HEALTH SAVINGS	($285,345.98)	$1,169,025.11	$883,679.13	0.00	$0.00
065269	SPECIAL PAY ACCOUNT	$0.00	$0.00	$0.00	0.00	$0.00
065270	PROPERTY TAX RELIEF	$99,068.79	$0.00	$0.00	0.00	$99,068.79

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Fund	Fund Name	Balance Forward	Total Debits	Total Credits	Investments	Total
065271	OPEB	$0.00	$0.00	$0.00	0.00	$0.00
065275	SALES TAX TRUST	$7,652.15	$13,484.35	$13,197.00	0.00	$7,939.50
065280	CURRENT-SECURED-SUPPLEMENTAL	$3,588,299.80	$560,998.55	$1,224,841.57	0.00	$2,924,456.78
065285	PROPERTY TAXES CURRENT U	$16,449,082.98	$70,671,585.58	$68,201,665.75	0.00	$18,919,002.81
065290	DELINQUENT MOBILE HM FEE	$0.00	$0.00	$0.00	0.00	$0.00
065295	PROPERTY TAXES PRIOR UNS	$377,530.04	$1,471,243.12	$20,555.19	0.00	$1,828,217.97
065300	PRIOR YR SECURED SUPPLEM	$1,917,501.52	$5,919,833.72	$20,922.40	0.00	$7,816,412.84
065305	RACE HORSE TAX TRUST	$2,189.16	$472.24	$0.00	0.00	$2,661.40
065310	PROPERTY TAXES PRIOR SEC	$3,007,792.88	$11,759,418.93	$0.00	0.00	$14,767,211.81
065311	REFUNDS ON PROPERETY TAX	$517,898.84	$2,588,804.63	$2,288,296.04	0.00	$818,407.43
065312	RIVERSIDE COUNTY SCHOOLS SRAF	$0.00	$0.00	$0.00	0.00	$0.00
065313	RIVERSIDE COUNTY SCHOOLS-SERAF	$0.00	$0.00	$0.00	0.00	$0.00
065315	TAX SALES	$21,359.55	$0.00	$0.00	0.00	$21,359.55
065320	HCO FEES BLDG & SAFETY	$17,478.59	$0.00	$0.00	0.00	$17,478.59
065325	CSA 152 BANNING STORMWATER	$42,716.22	$53.07	$0.00	0.00	$42,769.29
065330	CSA 152 CAT CITY STORMWATER	$272.99	$0.34	$0.00	0.00	$273.33
065335	CSA LA QUINTA-STORMWATER	$275,501.27	$262.13	$0.00	0.00	$275,763.40
065340	CSA 152 MO VALLEY STORM WATER	$9,704.24	$206.21	$0.00	0.00	$9,910.45
065345	CSA MURIETTA- STORM WATER	$157,944.79	$222.01	$0.00	0.00	$158,166.80
065350	CSA 152 NORCO STORMWATER	$158.31	$12.60	$0.00	0.00	$170.91
065355	CSA 152-PALM SPRINGS STORMWATE	$1,246,943.02	$1,586.40	$0.00	0.00	$1,248,529.42
065360	CSA 152-RAN MIRAGE STORMWATER	$216,301.78	$237.17	$0.00	0.00	$216,538.95
065365	CSA 152 LK ELSINORE STORM-WATE	$504,151.27	$639.71	$0.00	0.00	$504,790.98
065370	CSA 152 STORMWATER SAN JACINTO	$5,596.59	$236.78	$0.00	0.00	$5,833.37
065375	CSA 152 CORONA STORMWATER	$13,178.75	$214.78	$86.70	0.00	$13,306.83
065400	ANTI-DRUG ABUSE DIST. TRUST FD	$632,659.01	$21,248.11	$627,056.92	0.00	$26,850.20
065405	ANTI-DRUG ABUSE TRUST FUND	$0.00	$0.00	$0.00	0.00	$0.00
065410	ASSET FORFEITURE SPECIAL FUND	$987,038.71	$68,906.69	$0.00	0.00	$1,055,945.40
065430	CFD/ASSESSMENT DIST ADMIN	$12,635,302.09	$15,699.47	$0.00	0.00	$12,651,001.56
065435	COMM DEV HOUSING LOAN FUND	$0.00	$0.00	$0.00	0.00	$0.00
065445	CAO REAL ESTATE	$0.00	$0.00	$0.00	0.00	$0.00
065450	COACHELLA VALLEY AIR QUAL.	$789,094.33	$0.00	$0.00	0.00	$789,094.33
065455	SBE FILING FEES	$0.00	$0.00	$0.00	0.00	$0.00
065460	FIRE - ESD EMA	$3,612,618.38	$0.00	$0.00	0.00	$3,612,618.38
065465	DOG LICENSE REMITTALS	$212,197.75	$5,499.00	$2,305.00	0.00	$215,391.75
065470	HEALTH DEPT CLEARING	$111,833.16	$39,839.40	$0.00	0.00	$151,672.56

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065475	MISSING PERSONS DNA DATA BASE	$31,729.83	$10,951.60	$0.00	0.00	$42,681.43
065480	STATE MOBILEHOME PARKS	$25,407.33	$0.00	$0.00	0.00	$25,407.33
065485	MENTAL HEALTH COMM DONAT	$223,154.04	$0.00	$0.00	0.00	$223,154.04
065490	INTERIM ASSISTANCE PROG	$31,558.27	$11,057.58	$16,863.21	0.00	$25,752.64
065495	PLANNING COMMISION TRUST	$28,735.78	$899.00	$0.00	0.00	$29,634.78
065500	PROB. ASSET FORFEIT. UNADJ	$0.81	$0.00	$0.00	0.00	$0.81
065505	COACHELLA TASK FORCE	$66,081.90	$305.60	$2,118.81	0.00	$64,268.69
065510	SHERIFF ASSET FORFEITURE	$482,893.44	$10,915.39	$32,404.80	0.00	$461,404.03
065515	SWCNTF UNAAADJUDICATED CASES	$57,370.67	$3,906.74	$4,998.90	0.00	$56,278.51
065520	RCC UNIT FEES	$24,301.10	$5,885.00	$12,753.00	0.00	$17,433.10
065525	SHERIFF RIV EVIDENCE	$71,960.30	$0.00	$0.00	0.00	$71,960.30
065530	DONATIONS/CLIENT USE	$76,824.81	$500.00	$1,437.31	0.00	$75,887.50
065535	W.C.E.N.T.F. ASSET SEIZURE	$4,936.60	$3,757.87	$0.00	0.00	$8,694.47
065565	STATE CONTROLLER CLEARING	$297,208.27	$235,239.57	$0.00	0.00	$532,447.84
065570	SUPERIOR COURT CLEARING	$1,565.12	$0.00	$0.00	0.00	$1,565.12
065585	4 YEAR PLAN	$2,122,231.78	$105,003.85	$55,460.98	0.00	$2,171,774.65
065590	CANCELLED AGRICULTURE PR	$2,038,974.50	$0.00	$0.00	0.00	$2,038,974.50
065595	EXCESS PROCEEDS	$16,052,040.30	$126,841.05	$126,841.05	0.00	$16,052,040.30
065600	TAX COLL DEL MOBILE HOME	$961,560.96	$15,827.43	$99,243.25	0.00	$878,145.14
065605	TC FOLLOW-UP PREDEPOSIT	$1,563,693.39	$277,799.52	$487,362.33	0.00	$1,354,130.58
065610	TAX COLL GEN REFUNDS-GEN	$4,004,652.22	$623,477.16	$2,790,710.12	0.00	$1,837,419.26
065615	TAX COLLECTOR RETURNED C	($167,647.97)	$176,816.63	$112,880.01	0.00	($103,711.35)
065620	TAX COLLECTOR PREDEPOSIT	$11,274,030.04	$1,742,240.53	$12,314,243.95	0.00	$702,026.62
065625	TAX COLL REDEMPTION INST	$2,087,314.54	$1,064,423.04	$0.00	0.00	$3,151,737.58
065630	TAX COLLECTORS CASH DIFFERENCE	($197.25)	$25,000.00	$6,692.98	0.00	$18,109.77
065635	TC TRACT MAP BOND TRUST	$5,256,595.34	$123,300.00	$7,500.00	0.00	$5,372,395.34
065640	TAX COLL UNSECURED PARTI	$6,120,941.53	$513,752.16	$819,267.01	0.00	$5,815,426.68
065645	TAX PAYMENTS CLEARING ACCOUNT	$55,918,790.18	$27,818,438.53	$74,432,069.93	0.00	$9,305,158.78
065650	COUNTY TREASURERS UNAPP	$7,287,930.30	$4,867,634.52	$10,313,362.65	0.00	$1,842,202.17
065655	UNCLAIMED PROP ESCHEATED	$175,407.08	$2,174.20	$0.00	0.00	$177,581.28
065660	UNCLAIMED PROPERTY GENER	$428,767.68	$16,337.58	$7,683.47	0.00	$437,421.79
065695	SO MAIN DIVIDE RD AD #164	$23,663.39	$29.39	$0.00	0.00	$23,692.78
065705	STATE PASS THROUGH	$174,655.52	$160,899.35	$0.00	0.00	$335,554.87
065710	SUPPORT SVS TRUST FUND	$256,508.56	$60,191.12	$0.00	0.00	$316,699.68
065720	SB 910	$6,579,283.50	$0.00	$236,572.28	0.00	$6,342,711.22
065725	WELFARE TRUST PROBATION	$0.00	$0.00	$0.00	0.00	$0.00

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Riverside County

Fund Summary Report

9/1/16 - 9/30/16

Fund	Fund Name	Balance Forward	Total Debits	Total Credits	Investments	Total
065730	WELFARE TRUST	$1,938,369.53	$113,572.33	$13,262.85	0.00	$2,038,679.01
065735	EARTHQUAKE SAFETY PROGRAM	$19,218.54	$8,351.60	$0.00	0.00	$27,570.14
065740	STATE REGISTRAR OF VITAL	$34,049.80	$31,393.05	$0.00	0.00	$65,442.85
065745	A.D.A C.V.N.T.F. TRUST FUND	$391,698.58	$5,049.56	$0.00	0.00	$396,748.14
065750	CVNTS FEDS ADJUDICATED	$196,680.39	$244.27	$0.00	0.00	$196,924.66
065755	INMATE WELFARE-SHERIFF	$10,494,162.08	$195,175.89	$134,450.81	0.00	$10,554,887.16
065760	SWCNTF	$152,673.38	$781.94	$0.00	0.00	$153,455.32
065765	CURR SUPP REFUND CLRG	$349.08	$16,327.80	$16,327.80	0.00	$349.08
065775	SUPPLEMENTAL LAW ENFORCEMENT	$1,348.04	$1.68	$0.00	0.00	$1,349.72
065785	DAWALKER TRUST	$0.98	$0.00	$0.00	0.00	$0.98
065790	EASTERN TUMF	$0.00	$0.00	$0.00	0.00	$0.00
065795	COUNTY COUNSEL	$1,664,678.61	$26,789.69	$0.00	0.00	$1,691,468.30
065800	UNDIST BOND PROCEEDS	$92,436.03	$0.00	$0.00	0.00	$92,436.03
065805	CSA 152 DHS STORMWATER	$20,840.84	$108.97	$0.00	0.00	$20,949.81
065810	CUPA FUND	$197,239.17	$152,691.20	$114,907.11	0.00	$235,023.26
065815	CONTRACT CITIES ASSET FORF	$1,672,918.73	$2,073.57	$0.00	0.00	$1,674,992.30
065820	LA QUINTA FIRE	$8,253,557.79	$344,853.85	$0.00	0.00	$8,598,411.64
065825	LONG TERM DISABILITY INS	$2,713,928.52	$187,269.70	$910.80	0.00	$2,900,287.42
065835	FISH/GAMES FEE TRUST	$1,196,705.96	$21,820.35	$6,780.75	0.00	$1,211,745.56
065840	WILDOMAR FISCAL ANALYSIS	$889.31	$0.00	$0.00	0.00	$889.31
065850	VEH LIC FEE PT COMP FUND	$464,689.56	$0.00	$847,184.56	0.00	($382,495.00)
065855	SALES USE TAX COMP FUND	$12,707.08	$0.00	$0.00	0.00	$12,707.08
065860	DNA IDENTIFICATION FUND-STATE	$677,080.88	$325,309.50	$154,905.74	0.00	$847,484.64
065865	HEALTHY KIDS	$1,179,932.42	$1,547.73	$0.00	0.00	$1,181,480.15
065870	CHILD SUPPORT CLEARING - SDV	$20,425.14	$181,716.27	$162,540.61	0.00	$39,600.80
065875	DOCUMENTARY TRANSFER TAX	$737,268.91	$938,494.19	$978,942.60	0.00	$696,820.50
065880	RIV CO GANG TASK FORCE DIRECTO	$0.00	$0.00	$0.00	0.00	$0.00
065885	ENVIRONMENTAL PROCECTION PROSC	$21.15	$0.03	$0.00	0.00	$21.18
065890	CASH OUTSIDE RIVERSIDE COUNTY	$0.00	$0.00	$0.00	0.00	$0.00
065900	COURT COLLECTIONS CLEARING	$0.00	$5,503,116.19	$2,576,869.96	0.00	$2,926,246.23
065905	BNET ASSET FORF.UNADJIDICATED	$12,728.76	$3.00	$0.00	0.00	$12,731.76
065910	BNET ASSET FORF-ABJUDICATED	$227,280.50	$1,587.56	$0.00	0.00	$228,868.06
065915	SWCNTF FED EQ SHARE	$64,351.74	$79.92	$0.00	0.00	$64,431.66
065916	SHERIFF'S UNCLAIMED FUNDS	$712,489.46	$7,458.32	$0.00	0.00	$719,947.78
065920	COACHELLA VALLEY MSHCP	$166.37	$0.21	$0.00	0.00	$166.58
065925	GANG TASK FORCE-FEDERAL EQUITY	$0.00	$0.00	$0.00	0.00	$0.00

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Riverside County

Fund Summary Report

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Fund	Fund Name	Balance Forward	Total Debits	Total Credits	Investments	Total
065930	GANG TASK FORCE - UNADJUDICATE	$30,552.44	$2,539.20	$0.00	0.00	$33,091.64
065935	GANG TASK FORCE- ADJUDICATED	$59,075.93	$14,891.06	$0.00	0.00	$73,966.99
065940	GREEN BUILDING FEE FUND	$6,547.50	$3,184.37	$3.00	0.00	$9,728.87
065941	DISABILITY ACCESS SB 1186	$740.00	$348.00	$0.00	0.00	$1,088.00
065945	TOURISM BUSINESS IMPROVEMENT D	$23,948.13	$129,226.51	$233.93	0.00	$152,940.71
065950	TRANS REPAYMENT FUND	$135.12	$0.00	$0.00	0.00	$135.12
065955	Prop 172 - PUBLIC SAFETY	$606,759.39	$13,431,546.63	$13,432,327.85	0.00	$605,978.17
065956	COURT PLACEMENT SSI/SSA TRUST	$145,666.16	$908.05	$3,933.67	0.00	$142,640.54
065957	AF Human Trafficking-Federal	$0.00	$0.00	$0.00	0.00	$0.00
065958	AF Human Traffickin-Unadj	$0.00	$0.00	$0.00	0.00	$0.00
065959	AF Human Trafficking Adj	$0.00	$0.00	$0.00	0.00	$0.00
065960	Central Narcotics TF -Federal	$119,312.19	$148.18	$0.00	0.00	$119,460.37
065961	Central Narcotics TF - Adj	$120,558.58	$149.74	$0.00	0.00	$120,708.32
065962	Central Narcotics TF - Unadj	$0.00	$0.00	$0.00	0.00	$0.00
065963	SA LMIHF DDR Fund	$358,829.85	$445.66	$0.00	0.00	$359,275.51
065964	EMERGENCY WATER RECEIVERSHIP	$265,756.22	$6,432.13	$13,591.33	0.00	$258,597.02
065965	PROB FED ADJ ASSET FORFEIT	$0.00	$43,763.41	$0.00	0.00	$43,763.41
065966	PROB STATE ADJ ASSET FORFEIT	$70,089.65	$261.27	$43,758.68	0.00	$26,592.24
065967	PROB STATE UNADJ ASSET FORFEIT	$0.00	$0.00	$0.00	0.00	$0.00
066000	RPTTF RDV Banning	$91.42	$467.44	$0.00	0.00	$558.86
066005	RPTTF RDV Beaumont	$200.27	$482.04	$0.00	0.00	$682.31
066010	RPTTF RDV Blythe	$182.36	$595.49	$0.00	0.00	$777.85
066015	RPTTF RDV Calimesa	$171.66	$244.89	$0.00	0.00	$416.55
066020	RPTTF RDV Cathedral City	$1,346.21	$4,162.08	$0.00	0.00	$5,508.29
066025	RPTTF RDV Coachella	$379.87	$993.77	$0.00	0.00	$1,373.64
066030	RPTTF RDV Corona	$1,745.04	$3,322.85	$0.00	0.00	$5,067.89
066035	RPTTF RDV Desert Hot Springs	$281.02	$782.32	$0.00	0.00	$1,063.34
066040	RPTTF RDV Hemet	$492.60	$1,569.25	$0.00	0.00	$2,061.85
066045	RPTTF RDV Indian Wells	$1,565.89	$4,482.37	$0.00	0.00	$6,048.26
066050	RPTTF RDV Indio	$600.58	$1,508.81	$0.00	0.00	$2,109.39
066055	RPTTF RDV La Quinta	$2,681.92	$8,409.14	$0.00	0.00	$11,091.06
066060	RPTTF RDV Lake Elsinore	$932.96	$2,581.25	$0.00	0.00	$3,514.21
066065	RPTTF RDV March Joint Powers	$1,011.15	$1,534.04	$0.00	0.00	$2,545.19
066070	RPTTF RDV Moreno Valley	$1,048.54	$2,915.54	$0.00	0.00	$3,964.08
066075	RPTTF RDV Murrieta	$2,003.46	$1,208.80	$0.00	0.00	$3,212.26
066080	RPTTF RDV Norco	$687.51	$1,910.37	$0.00	0.00	$2,597.88

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Riverside County

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Fund	Fund Name	Balance Forward	Total Debits	Total Credits	Investments	Total
066085	RPTTF RDV Palm Desert	$4,752.32	$10,623.95	$0.00	0.00	$15,376.27
066090	RPTTF RDV Palm Springs	$1,059.19	$2,440.95	$0.00	0.00	$3,500.14
066095	RPTTF RDV Perris	$752.70	$1,692.24	$0.00	0.00	$2,444.94
066100	RPTTF RDV Rancho Mirage	$1,873.87	$5,608.57	$0.00	0.00	$7,482.44
066105	RPTTF RDV Riverside County EDA	$5,529.71	$13,304.75	$0.00	0.00	$18,834.46
066110	RPTTF RDV Riverside	$3,263.91	$8,348.01	$0.00	0.00	$11,611.92
066115	RPTTF RDV San Jacinto	$181.74	$593.41	$0.00	0.00	$775.15
066120	RPTTF RDV Temecula	$855.91	$2,221.55	$0.00	0.00	$3,077.46
066125	RDV Asset Proceeds Banning	$0.00	$0.00	$0.00	0.00	$0.00
066130	RDV Asset Proceeds Beaumont	$300,000.00	$0.00	$0.00	0.00	$300,000.00
066135	RDV Asset Proceeds Blythe	$0.00	$0.00	$0.00	0.00	$0.00
066140	RDV Asset Proceeds Calimesa	$0.00	$0.00	$0.00	0.00	$0.00
066145	RDV Asset Proc Cathedral City	$0.00	$0.00	$0.00	0.00	$0.00
066150	RDV Asset Proceeds Coachella	$0.00	$0.00	$0.00	0.00	$0.00
066155	RDV Asset Proceeds Corona	$0.00	$76.17	$0.00	0.00	$76.17
066160	RDV Asset Proc Dsrt Hot Sprgs	$0.00	$0.00	$0.00	0.00	$0.00
066165	RDV Asset Proceeds Hemet	$0.00	$0.61	$0.00	0.00	$0.61
066170	RDV Asset Proc Indian Wells	$0.00	$0.00	$0.00	0.00	$0.00
066175	RDV Asset Proceeds Indio	$750,000.00	$10.25	$0.00	0.00	$750,010.25
066180	RDV Asset Proceeds LaQuinta	$0.00	$0.00	$0.00	0.00	$0.00
066185	RDV Asset Proc Lake Elsinore	$0.00	$0.00	$0.00	0.00	$0.00
066190	RDV Asset Proceeds March	$0.00	$0.00	$0.00	0.00	$0.00
066195	RDV Asset Proc Moreno Valley	$0.00	$0.00	$0.00	0.00	$0.00
066200	RDV Asset Proceeds Murrieta	$0.00	$0.28	$0.00	0.00	$0.28
066205	RDV Asset Proceeds Norco	$0.00	$63.01	$0.00	0.00	$63.01
066210	RDV Asset Proc Palm Desert	$0.00	$1,931.06	$0.00	0.00	$1,931.06
066215	RDV Asset Proc Palm Springs	$0.00	$0.00	$0.00	0.00	$0.00
066220	RDV Asset Proceeds Perris	$0.00	$0.00	$0.00	0.00	$0.00
066225	RDV Asset Proc Rancho Mirage	$0.00	$85.49	$0.00	0.00	$85.49
066230	RDV Asset Proceeds Riverside	$0.00	$229.53	$0.00	0.00	$229.53
066235	RDV Asset Proc San Jacinto	$0.00	$0.00	$0.00	0.00	$0.00
066240	RDV Asset Proceeds Temecula	$0.00	$0.00	$0.00	0.00	$0.00
066245	RDV Asset Proc County EDA	$46,000.00	$0.00	$0.00	0.00	$46,000.00
066250	RPTTF Clearing FUND	$0.00	$0.00	$0.00	0.00	$0.00
069000	COUNTY A	$0.00	$0.00	$0.00	0.00	$0.00
069001	COUNTY B	$41,856,772.10	$92,507,653.02	$102,331,015.38	0.00	$32,033,409.74

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Fund	Fund Name	Balance Forward	Total Debits	Total Credits	Investments	Total
069002	COUNTY C WARRANTS	($26,727,374.98)	$30,999,383.17	$31,182,499.67	0.00	($26,910,491.48)
069004	ELECTRONIC FUND TRANSFER	$7,824,294.85	$59,715,966.52	$65,093,076.17	0.00	$2,447,185.20
069005	DPSS CATAGORY#11	$170,640.34	$246,932.44	$245,775.78	0.00	$171,797.00
069006	CAT 5 PROPERETY TAX EFT	($4,921.00)	$13,640,342.75	$13,640,342.75	0.00	($4,921.00)
069007	CAT 11 STALE DATED WARRANTS	$306,473.58	$468.07	$186.00	0.00	$306,755.65
069008	STALE DATED WARRANTS	$9,729,636.88	$258,290.83	$372,040.73	0.00	$9,615,886.98
069009	PAYROLL NET PAY WARR CLG	($39,905,566.80)	$121,658,334.09	$80,917,672.87	0.00	$835,094.42
069010	CAT 2 STALE-DATED "A" WARRANTS	$164,973.16	$4,706.37	$9,602.57	0.00	$160,076.96
069011	PROPERTY TAX STALE DATED WARRA	$6,728,600.04	$255,298.59	$2,498.74	0.00	$6,981,399.89
069012	E-Payables Clearing Fund	$166,362.50	$5,895,969.58	$5,895,227.73	0.00	$167,104.35
069021	WESTERN TUMF	$311,745.48	$629,141.04	$348,152.24	0.00	$592,734.28
	Sub Total:	**$3,694,331,692.84**	**$2,827,766,506.22**	**$3,020,181,301.94**	**$0.00**	**$3,501,916,897.12**
22410	CORONA NORCO UNIFIED	$55,392,485.23	$52,256,035.36	$44,618,970.30	0.00	$63,029,550.29
22411	ADULT ED	$2,066,273.77	$11,195.08	$430,329.79	0.00	$1,647,139.06
22414	DEFERRED MAINT FUND	$679,855.54	$1,243.83	$67,744.72	0.00	$613,354.65
22417	Special Reserve for Other	$0.00	$0.00	$0.00	0.00	$0.00
22421	GO BOND	$77,278,019.58	$110,361.17	$883,265.27	0.00	$76,505,115.48
22425	CAPITAL FAC FUND	($998,592.71)	$5,764,016.93	$3,354,211.99	0.00	$1,411,212.23
22426	GO BOND 1ST ISSUANCE	$0.00	$0.00	$0.00	0.00	$0.00
22427	2006 GO BOND SERIES B	$0.00	$0.00	$0.00	0.00	$0.00
22428	ISSUE BDE	$0.00	$0.00	$0.00	0.00	$0.00
22435	STATE SCHOOL FACILITIES PROG S	($6,335.09)	$12,218.17	$0.00	0.00	$5,883.08
22436	HVAC	$0.00	$0.00	$0.00	0.00	$0.00
22440	SPECIAL RESERVE FUND SPE	$0.00	$0.00	$0.00	0.00	$0.00
22451	BOND AND INTEREST FUND	$1,550.15	$1.95	$0.00	0.00	$1,552.10
22467	INSURANCE RESERVE FUND	$16,685,547.24	$968,198.24	$237,601.15	0.00	$17,416,144.33
22468	OPEB	$4,917,567.59	$6,179.62	$0.00	0.00	$4,923,747.21
22470	CPUG PURCHASING	$175,361.97	$18,231.65	$0.00	0.00	$193,593.62
22471	FINANCE/PERSONNEL	$316,784.44	$52,211.83	$0.00	0.00	$368,996.27
22472	STUDENT	$112,138.45	$16,632.17	$1,800.00	0.00	$126,970.62
22473	EMERGENCY	$111,288.54	$2,953.45	$0.00	0.00	$114,241.99
22474	CONFERENCE	$61,693.17	$84.07	$89.32	0.00	$61,687.92
22475	ADMINISTRATIVE	$25,672.29	$11,156.29	$0.00	0.00	$36,828.58
22477	CSIS	$2,452.82	$3.09	$0.00	0.00	$2,455.91
22519	LEE LAKE WATER DISTRICT CFD 3	$0.00	$0.00	$0.00	0.00	$0.00
22522	CFD 04-1	$1,264,511.46	$16,821.01	$0.00	0.00	$1,281,332.47

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Fund	Fund Name	Balance Forward	Total Debits	Total Credits	Investments	Total
22523	CFD 04-2	$4,962.18	$0.00	$0.00	0.00	$4,962.18
22528	CFD 06-1	$0.00	$0.00	$0.00	0.00	$0.00
22529	CFD 05-1	$4,229,800.65	$1,968,141.96	$3,600,000.00	0.00	$2,597,942.61
22530	JCSD 14 JURUPA	$0.00	$0.00	$0.00	0.00	$0.00
22531	JCSD 23 JURUPA	$0.00	$0.00	$0.00	0.00	$0.00
22532	JCSD 25 JURUPA	$0.01	$0.02	$0.01	0.00	$0.02
22533	JCSD 26 JURUPA	$0.93	$4.11	$0.93	0.00	$4.11
22534	JCSD 32 JURUPA	$0.00	$0.00	$0.00	0.00	$0.00
22535	JCSD 24 JURUPA	$1.03	$4.53	$1.03	0.00	$4.53
22536	JCSD 28 JURUPA	$1.70	$7.45	$1.70	0.00	$7.45
22537	JCSD 15 JURUPA	$0.00	$0.00	$0.00	0.00	$0.00
22538	JCSD 30 JURUPA	$0.00	$0.00	$0.00	0.00	$0.00
22539	JCSD 29 JURUPA	$0.00	$0.00	$0.00	0.00	$0.00
22540	JCSD 27 JURUPA	$522,255.09	$661.31	$0.00	0.00	$522,916.40
22541	CFD 06-2	$0.49	$1.16	$1.65	0.00	$0.00
22542	JCSD 33	$0.82	$3.63	$0.82	0.00	$3.63
22543	JCSD 31	$1.14	$5.00	$1.14	0.00	$5.00
22544	JCSD 22	$2,968.80	$7.42	$0.00	0.00	$2,976.22
22545	JCSD 39	$0.74	$3.27	$0.74	0.00	$3.27
22546	CFD 07-1	$15,013.81	$18.86	$0.00	0.00	$15,032.67
22547	CFD 07-2	$18,565.44	$23.33	$0.00	0.00	$18,588.77
22548	JCSD35	$0.00	$0.00	$0.00	0.00	$0.00
22549	JCSD38	$0.00	$0.00	$0.00	0.00	$0.00
22550	JCSD 37	$1,274,678.15	$1,608.10	$0.00	0.00	$1,276,286.25
22551	JCSD 43	$2,264,960.77	$2,844.24	$0.00	0.00	$2,267,805.01
22552	JCSD 47	$1,301,163.60	$144,828.67	$0.00	0.00	$1,445,992.27
22553	JCSD 36	$417,681.86	$524,903.08	$800,000.00	0.00	$142,584.94
22554	CFD 15-1	$1,810,442.24	$1,627.56	$2,561.50	0.00	$1,809,508.30
22555	JCSD 48	$912,074.76	$176,797.14	$0.00	0.00	$1,088,871.90
22556	CFD 16-1	$1,305,464.16	$607.78	$1,739.00	0.00	$1,304,332.94
22557	CFD 16-2	$23,823.73	$34.75	$4,042.00	0.00	$19,816.48
22581	CFD 94-1 AMDIN	$128,943.86	$242.73	$0.00	0.00	$129,186.59
22582	CFD 95-1 ADMIN	$665,330.80	$744.58	$0.00	0.00	$666,075.38
22583	CFD 96-1 ADMIN	$74,996.48	$0.00	$0.00	0.00	$74,996.48
22584	CFD 3	$2,962,180.90	$5,452.70	$0.00	0.00	$2,967,633.60
22585	CFD 98-1 CONST FUND	$805,400.77	$1,911.29	$0.00	0.00	$807,312.06

Attachment: September 2016 (2691 : Fund Summary Report September 2016)

Riverside County

Fund Summary Report

9/1/16 - 9/30/16

Fund	Fund Name	Balance Forward	Total Debits	Total Credits	Investments	Total
22586	CFD 98-2 ADMIN	$26,857.49	$389.75	$0.00	0.00	$27,247.24
22610	TRAN - CNUSD	$0.00	$0.00	$0.00	0.00	$0.00
22611	TRAN INTEREST CNUSD	$0.00	$0.00	$0.00	0.00	$0.00
22612	2009 REPAYMENT FUND	$0.00	$0.00	$0.00	0.00	$0.00
22705	CHILD NUTRITION	$0.00	$0.00	$0.00	0.00	$0.00
22710	Intermediate ASB	$350,334.69	$503.08	$0.00	0.00	$350,837.77
22720	Centennial HS ASB	$441,880.36	$612.38	$0.00	0.00	$442,492.74
22730	Corona HS ASB	$324,706.02	$349.63	$0.00	0.00	$325,055.65
22750	Norco HS ASB	$388,941.53	$488.76	$0.00	0.00	$389,430.29
22755	Roosevelt HS ASB	$67,558.36	$364.23	$0.00	0.00	$67,922.59
22760	Santiago HS ASB	$435,185.43	$731.76	$0.00	0.00	$435,917.19
30110	DESERT COMM COLL GF	$16,823,505.34	$7,595,247.66	$4,269,346.24	0.00	$20,149,406.76
30121	DESERT COMMUNITY COLLEGE-BOND	$6,520,196.63	$353,715.51	$0.00	0.00	$6,873,912.14
30133	DESERT COMM COLL CHILD DEV	$270,071.87	$74,841.84	$77,298.62	0.00	$267,615.09
30139	DESERT COMM COLLEGE SP REV FUN	$0.00	$0.00	$0.00	0.00	$0.00
30141	DESERT COMM COLL CAP OUTLAY	$40,309,682.01	$255,651.90	$10,787,627.62	0.00	$29,777,706.29
30143	DESERT COMMUNITY COLLEGE GO BF	$7,346,852.33	$13,671.30	$220,454.03	0.00	$7,140,069.60
30161	DESERT COMM COLL SELF INS	$277,627.47	$285.95	$9,639.27	0.00	$268,274.15
30169	DESERT COMM COLLEGE SPEC RES	$3,663,187.60	$62,608.24	$44,091.08	0.00	$3,681,704.76
30172	DESERT COMMUNITY COLLEGE	$19,657.95	$21.57	$0.00	0.00	$19,679.52
30173	DESERT COMM COLL STUDENT CENTE	$34,529.17	$39.77	$897.11	0.00	$33,671.83
30179	DESERT COMMUNITY COLLEGE - OPE	$347.84	$0.46	$0.00	0.00	$348.30
30189	DESERT CC - AGENCY FUND	$8,190.26	$3,306.99	$0.00	0.00	$11,497.25
30310	MT SAN JAC GENERAL FUND	$24,214,941.50	$11,170,481.37	$8,537,658.96	0.00	$26,847,763.91
30321	MT. SAN JACINTO C.C. - G.O. BO	$6,369,768.76	$269,165.51	$0.00	0.00	$6,638,934.27
30332	MT. SAN JACINTO C.C. - CAFETER	$31,465.85	$143,701.64	$126,786.91	0.00	$48,380.58
30333	MT SAN JAC CHILD DEV	$149,129.33	$142,156.53	$112,460.32	0.00	$178,825.54
30341	MT SAN JAC CAP OUTLAY PROJ	$4,456,924.83	$284,199.72	$187,112.11	0.00	$4,554,012.44
30343	MT. SAN JACINTO C.C.	$52,017,884.09	$331,084.25	$1,147,399.82	0.00	$51,201,568.52
30344	MT. SAN JACINTO COLLEGE COPF	$0.15	$0.00	$0.00	0.00	$0.15
30361	MTSAN JAC SELF INS FUND	$293,446.32	$308.50	$53,571.61	0.00	$240,183.21
30389	MT SAN JACINTO CC -AGENCY FUND	$74,803.51	$12,532.68	$0.00	0.00	$87,336.19
30510	PALO VERDE CC GENERAL FUND	$5,326,930.61	$2,695,833.74	$1,000,796.84	0.00	$7,021,967.51
30521	PALO VERDE COMM COLL B&I	$585,666.22	$19,749.71	$0.00	0.00	$605,415.93
30533	PALO VERDE CC DEV FUND	($5,539.59)	$117,023.44	$18,737.00	0.00	$92,746.85
30541	PALO VERDE CC CAP OUTLAY PROJ	$1,933,918.82	$2,581.62	$0.00	0.00	$1,936,500.44

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Riverside County

Fund Summary Report

9/1/16 - 9/30/16

Fund	Fund Name	Balance Forward	Total Debits	Total Credits	Investments	Total
30543	PALO VERDE COMMUNITY COLLEGE -	$2,464,327.84	$3,133.91	$0.00	0.00	$2,467,461.75
30551	PALO VERDE COMM COLLEGE-BOOKST	$285,700.33	$383.98	$0.00	0.00	$286,084.31
30561	PALO VERDE CC SELF INS FUND	$271,968.01	$349.36	$0.00	0.00	$272,317.37
30574	PALO VERDE CC STUDENT FINC AID	$0.00	$0.00	$0.00	0.00	$0.00
30589	PALO VERDE CC - AGENCY FUND	$4,737.07	$584.44	$0.00	0.00	$5,321.51
30710	RCC GENERAL FUND	$39,884,604.34	$25,811,856.44	$16,243,758.65	0.00	$49,452,702.13
30721	RCC BOND/REDEMPTION	$4,499,733.21	$627,160.46	$4,510.00	0.00	$5,122,383.67
30732	RCC CAFETERIA FUND	$769,491.94	$240,549.85	$225,744.50	0.00	$784,297.29
30733	RCC CHILD DEV FUND	$772,220.45	$111,521.46	$46,533.60	0.00	$837,208.31
30741	RCC CAPITAL OUTLAY PROJ	$4,790,336.31	$3,275,091.50	$663,587.75	0.00	$7,401,840.06
30743	RIV CC - GENERAL OBLIGATION BO	$12,349,722.25	$22,804.90	$253,444.70	0.00	$12,119,082.45
30761	RCC SELF INSURANCE FUND	$7,793,123.49	$86,467.40	$965,780.06	0.00	$6,913,810.83
30769	RCC - INTERNAL SVCS FUND(OPEB)	$83,593.87	$17,642.69	$83,699.91	0.00	$17,536.65
31001	ALVORD GENERAL FUND	$8,969,134.98	$23,303,570.39	$19,554,747.37	0.00	$12,717,958.00
31011	ALVORD ADULT ED FUND	$35,823.31	$84,357.70	$4,449.92	0.00	$115,731.09
31013	Alvord USD-Cafeteria Fund	$2,485,876.61	$129,514.67	$1,118,652.37	0.00	$1,496,738.91
31014	ALVORD DEFERRED MAINT FUND	$94,883.56	$1,000,197.74	$111,140.00	0.00	$983,941.30
31021	ALVORD BUILDING FUND	$10,812,637.95	$14,887.81	$156,252.16	0.00	$10,671,273.60
31025	ALVORD CAPITAL FACILITIES FUND	$773,888.54	$23,342.10	$256,673.33	0.00	$540,557.31
31035	ALVORD COUNTY SCH FAC FUND	$12,711,085.19	$16,623.46	$0.00	0.00	$12,727,708.65
31040	ALVORD SPECIAL RES CAP FUND	$2,328,248.68	$730,947.94	$95,785.89	0.00	$2,963,410.73
31051	ALVORD BOND INT & REDEMP FUND	$3,205,307.60	$332,977.69	$0.00	0.00	$3,538,285.29
31067	ALVORD SELF INSURANCE FUND	$6,067,481.99	$361,245.83	$173,314.81	0.00	$6,255,413.01
31068	ALVORD USD-SELF INSURANCE POST	$1,065,376.25	$197,654.65	$125,488.19	0.00	$1,137,542.71
31073	ALVORD USD-FOUNDATION FUND	$80,916.88	$1,955.62	$10,851.20	0.00	$72,021.30
31301	BANNING GENERAL FUND	$5,815,618.93	$5,911,994.81	$7,023,400.94	0.00	$4,704,212.80
31311	BANNING ADULT EDUCATION	$60,217.61	$28,734.01	$22,810.85	0.00	$66,140.77
31312	BANNING USD - CHILD DEVELOPMEN	$31,814.42	$122,271.00	$62,069.76	0.00	$92,015.66
31313	BANNING CAFETERIA FUND	$1,490,826.55	$394,291.96	$312,658.95	0.00	$1,572,459.56
31314	BANNMING DEFERRED MAINT FUND	$0.00	$0.00	$0.00	0.00	$0.00
31317	BANNING USD - SPECIAL RES FUND	$350,980.88	$922.72	$0.00	0.00	$351,903.60
31320	BANNING USD - SPECIAL RESERVE	$500,016.81	$73.96	$0.00	0.00	$500,090.77
31321	BANNING USD-BOND BLDG FUND	$51,206.56	$71.85	$0.00	0.00	$51,278.41
31325	BANNING CAPITAL FACILITIES	$690,698.70	$476.24	$383,874.94	0.00	$307,300.00
31335	BANNING COUNT SCHOOL FACILITIE	$437.54	$0.59	$0.00	0.00	$438.13
31351	BANNING USD INT AND RED FUND	$510,340.99	$240,927.24	$0.00	0.00	$751,268.23

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Fund Summary Report

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Fund	Fund Name	Balance Forward	Total Debits	Total Credits	Investments	Total
31373	Banning USD-Foundation Private	$92,637.03	$145.99	$5,000.00	0.00	$87,783.02
31376	BANNING USD - AGENCY FUND	$9,461.25	$5,709.87	$9,507.57	0.00	$5,663.55
31801	BEAUMONT GENERAL FUND	$19,815,807.90	$9,448,871.49	$8,406,186.94	0.00	$20,858,492.45
31811	BEAUMONT ADULT EDUCATION	$909,624.03	$336,867.64	$205,467.31	0.00	$1,041,024.36
31812	BEAUMONT USD CAFETERIA FUND	$0.00	$0.00	$0.00	0.00	$0.00
31813	BEAUMONT CAFETERIA FUND	$1,130,351.67	$156,139.13	$671,016.61	0.00	$615,474.19
31814	BEAUMONT DEF MAINT FUND	$19,935.88	$1,149,067.28	$118,034.89	0.00	$1,050,968.27
31815	BEAUMONT PUPIL TRANSPORTATION	$127,191.52	$231,711.15	$0.00	0.00	$358,902.67
31817	BEAUMONT SPECIAL RESERVE NON C	$4,929,212.06	$6,624.81	$0.00	0.00	$4,935,836.87
31821	BEAUMONT BOND BUILDING	$18,930,048.88	$28,480.92	$142,196.76	0.00	$18,816,333.04
31825	BEAUMONT CAPITAL FACILITIES	$12,271,976.90	$211,910.90	$279,829.99	0.00	$12,204,057.81
31830	BEAUMONT STATE SCHOOL BLDG LP	$0.00	$0.00	$0.00	0.00	$0.00
31835	BEAUMONT COUNTY SCHOOL FACILIT	$5,788.47	$7.87	$0.00	0.00	$5,796.34
31840	BEAUMONTSPECIAL RESERVE CAPITA	$1,886,837.95	$1,874.06	$3,640.68	0.00	$1,885,071.33
31851	BEAUMONT BOND INTEREST&REDEM	$1,464,511.83	$53,890.33	$550.00	0.00	$1,517,852.16
32101	COACHELLA VALLEY GENERAL FUND	$34,112,440.57	$24,659,786.83	$20,902,487.14	0.00	$37,869,740.26
32111	COACHELLA VALLEY ADULT ED FUND	$208,522.15	$397,284.29	$141,250.36	0.00	$464,556.08
32112	COACHELLA VALLEY CHILD DEV FUN	$349,150.04	$19,686.94	$137,026.72	0.00	$231,810.26
32113	COACHELLA VALLEY USD-CAFETERIA	$5,996,727.12	$631,835.25	$2,961,297.60	0.00	$3,667,264.77
32114	COACHELLA VALLEY DEFERRED MAIN	$720,931.88	$705.30	$37,861.75	0.00	$683,775.43
32121	COACHELLA VALLEY BOND BUILDING	$72,278,853.05	$68,291.54	$953,545.23	0.00	$71,393,599.36
32125	COACHELLA VALLEY CAPITAL FAC.	$5,237,591.50	$84,824.74	$133,839.48	0.00	$5,188,576.76
32135	COACHELLA VALLEY COUNTY SCHOOL	$904,851.20	$1,284.71	$0.00	0.00	$906,135.91
32140	COACHELLA VALLEY SPEC RES CAPI	$5,245,701.99	$7,366.59	$87,678.78	0.00	$5,165,389.80
32151	COACHELLA VALLEY BON & INTERES	$6,906,177.58	$196,114.27	$583.00	0.00	$7,101,708.85
32167	COACHELLAVALLEY SELF INSURED	$2,390,134.91	$114,389.61	$166,103.96	0.00	$2,338,420.56
32176	COACHELLA USD - AGENCY FUND	$70,111.20	$33,557.65	$0.00	0.00	$103,668.85
32451	CORONA-NORCO BOND & INTEREST	$11,555,910.24	$931,148.16	$3,862.00	0.00	$12,483,196.40
32701	DESERT CENTER GENERAL FUND	$1,025,936.18	$65,805.27	$113,208.73	0.00	$978,532.72
32714	DESERT CENTER DEFERRED MAINT	$0.00	$0.00	$0.00	0.00	$0.00
33001	DESERT SANDS GENERAL FUND	$53,920,176.70	$28,376,505.74	$25,948,385.37	0.00	$56,348,297.07
33009	DESERT SANDS CHARTER SPEC REV	$12,617,684.58	$2,109,531.90	$1,414,866.55	0.00	$13,312,349.93
33011	DESERT SANDS ADULT ED FUND	$196,488.99	$82,972.05	$1,857.80	0.00	$277,603.24
33012	DESERT SANDS CHILD DEV FUND	$361,198.72	$85,743.79	$110,597.70	0.00	$336,344.81
33013	DESERT SANDS CAFETERIA FUND	$1,621,216.79	$297,229.32	$1,596,349.85	0.00	$322,096.26
33014	DESERTSANDS DEF MAINT FUND	$0.00	$0.00	$0.00	0.00	$0.00

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Fund Summary Report

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Fund	Fund Name	Balance Forward	Total Debits	Total Credits	Investments	Total
33017	DESERT SANDS-USD SPEC RES	$1,504,169.47	$2,021.59	$0.00	0.00	$1,506,191.06
33021	DESERTSANDS BOND BLDG FUND	$80,752,397.94	$115,397.65	$2,272,800.74	0.00	$78,594,994.85
33025	DESERT SANDS CAPITAL FACILITIE	$13,536,794.54	$336,596.02	$80,446.17	0.00	$13,792,944.39
33035	DESERTSANDS CO SCHOOL FAC FUND	$0.35	$1.53	$0.00	0.00	$1.88
33040	DESEERT SANDS SPECIAL RES CAP	$24,027,762.02	$27,127.11	$293,403.43	0.00	$23,761,485.70
33049	Desert Sands USD-Capital Proj	$66,080.20	$71.62	$0.00	0.00	$66,151.82
33051	DESERT SANDS UNIFIED SCHOOL DI	$16,166,635.05	$677,254.33	$0.00	0.00	$16,843,889.38
33067	DESERT SANDS SELF INS FUND	$15,110,154.47	$587,658.40	$383,451.91	0.00	$15,314,360.96
33401	LAKE ELSINORE GENERAL FUND	$25,127,775.68	$22,932,165.76	$19,281,989.28	0.00	$28,777,952.16
33409	LAKE ELSINORE USD-SO CA ONLINE	$144.08	$120.88	$0.00	0.00	$264.96
33411	LAKE ELSINORE ADULT ED FUND	$165,394.87	$1,986.58	$75,315.69	0.00	$92,065.76
33412	LAKE ELSINORE CHILD DEV FUND	$409,283.64	$186,950.12	$332,721.60	0.00	$263,512.16
33414	LAKE ELSINORE DEFERRED MAINT	$400,133.00	$0.00	$236,565.91	0.00	$163,567.09
33415	LAKE ELSINORE PUPIL TRANS FUND	$0.00	$0.00	$0.00	0.00	$0.00
33425	LAKE ELSINORE CAPITAL FACILITI	$4,309,841.30	$114,313.88	$50,403.91	0.00	$4,373,751.27
33435	LAKE ELSINORE COUNTY SCHOOL FA	$52.36	$180.56	$0.00	0.00	$232.92
33440	LAKE ELSINORE SPECIAL RESERVE	$439,994.35	$672.02	$0.00	0.00	$440,666.37
33467	LAKE ELS USD-SELF INS FUND	$2,621,885.86	$352,330.11	$309,838.54	0.00	$2,664,377.43
33901	HEMET GENERAL FUND	$25,096,625.10	$28,043,982.51	$28,783,865.13	0.00	$24,356,742.48
33909	HEMET USD-CHARTER SCH FUND	$536,755.26	$626,105.80	$660,949.64	0.00	$501,911.42
33911	HEMET ADULT ED FUND	$164,770.65	$178,244.85	$99,233.48	0.00	$243,782.02
33912	HEMET CHILD DEV FUND	$391,281.49	$187,449.38	$388,404.35	0.00	$190,326.52
33913	Hemet USD-Cafeteria Fund	$335,091.78	$653,511.74	$779,620.56	0.00	$208,982.96
33914	HEMET DEFERRED MAINT FD	$2,020,217.42	$424.39	$45,361.38	0.00	$1,975,280.43
33917	HEMET SPEC RES NON CAP	$0.00	$0.00	$0.00	0.00	$0.00
33920	Hemet USD-SRF-Postemployment B	$3,515,649.02	$4,195.93	$0.00	0.00	$3,519,844.95
33921	HEMET UNIFIED BOND BLDG	$18,544,938.18	$29,162.79	$2,771,580.72	0.00	$15,802,520.25
33925	HEMET CAP FACILITIES FD	$3,678,533.09	$14,534.40	$35,818.58	0.00	$3,657,248.91
33935	HEMET CO SCHOOL FAC BLDG	$65,346.14	$102,278.92	$62,874.09	0.00	$104,750.97
33940	HEMET USD SPECIAL RES	$1,234,654.23	$1,790.86	$0.00	0.00	$1,236,445.09
33951	HEMET UNIFIED BOND INTEREST/RE	$5,143,145.43	$254,276.25	$1,155.00	0.00	$5,396,266.68
33963	Hemet USD-Enterprise Fund	$2,348,814.86	$1,086,187.65	$2,194,141.39	0.00	$1,240,861.12
33967	HEMET SELF INS FUND	$9,662,245.44	$426,802.86	$273,025.01	0.00	$9,816,023.29
33968	Hemet USD-Self Ins Post Employ	$208,274.53	$55,961.28	$117,707.81	0.00	$146,528.00
33976	HEMET USD - AGENCY FUND	$56,963.62	$38,272.92	$1.62	0.00	$95,234.92
34001	SANTA ROSA ACADEMY INC GF	$3,560,995.67	$1,438,180.70	$1,379,777.70	0.00	$3,619,398.67

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Fund	Fund Name	Balance Forward	Total Debits	Total Credits	Investments	Total
34040	SANTA ROSA ACADEMY SRF	$20,818.32	$32,796.41	$41,398.93	0.00	$12,215.80
34076	SANTA ROSA ACADEMY-AGENCY FUND	$103,381.68	$110,454.05	$213,835.73	0.00	$0.00
34101	RIVER SPRINGS CHARTER SCHOOL	$0.00	$3,127.34	$3,127.34	0.00	$0.00
34109	RIVER SPRINGS CHARTER SCHOOL	$0.00	$0.00	$0.00	0.00	$0.00
34140	RIVER SPRINGS CHARTER - SPECIA	$0.00	$0.00	$0.00	0.00	$0.00
34162	RIVER SPRINGS CHARTER - ENTERP	$3,502,521.33	$5,844,408.51	$5,362,117.71	0.00	$3,984,812.13
34176	RIVER SPRINGS CHARTER SCHOOL	$6,218.64	$473,433.31	$478,414.83	0.00	$1,237.12
34201	Father's Heart Charter School	$0.00	$0.00	$0.00	0.00	$0.00
34301	Imagine Schools-Charter Fund	$0.00	$434.67	$434.67	0.00	$0.00
34362	IMAGINE SCHOOLS ENPR FUND	$330,085.53	$531,158.20	$302,938.04	0.00	$558,305.69
34376	Imagine Schools	$0.00	$22,138.49	$22,138.49	0.00	$0.00
34477	PAYROLL TAXES WARRANT PASS THR	$15,049.82	$0.00	$0.00	0.00	$15,049.82
34478	STRS WARRANT PASS THRU	$158,124.43	$0.00	$386.96	0.00	$157,737.47
34479	PERS WARRANT PASS THRU	($22,324.26)	$0.00	$0.00	0.00	($22,324.26)
34480	GARNISHMENTS WARRANT PASS THRU	$3,238.69	$0.00	$0.00	0.00	$3,238.69
34481	TAX SHELTER ANNUNITY WARRANT P	$26,031.80	$0.00	$0.00	0.00	$26,031.80
34482	MISC WARRANT PASS THRU	$40,903.97	$0.00	$0.00	0.00	$40,903.97
34483	FEDERAL WITHHOLDING PASS THRU	($18,837.25)	$0.00	$0.00	0.00	($18,837.25)
34484	STATE WITHHOLDING PASS THRU	($4,192.55)	$0.00	$0.00	0.00	($4,192.55)
34485	MEDICARE PASS THRU	($6.60)	$0.00	$0.00	0.00	($6.60)
34486	FICA PASS THRU	($5.38)	$0.00	$0.00	0.00	($5.38)
34487	DEFERRED PAY PASS THRU	$12,539.30	$0.00	$0.00	0.00	$12,539.30
34490	REVENUE CLEARING PASS THRU	($12,286.03)	$0.00	$0.00	0.00	($12,286.03)
34491	COMMERCIAL WARRANT PASS THRU	($4,768.69)	$0.00	$0.00	0.00	($4,768.69)
34492	PAYROLL CLEARING PASS THRU	($99,975.73)	$0.00	$0.00	0.00	($99,975.73)
34501	GATEWAY COLLEGE AND CAREER ACA	$0.00	$811.16	$811.16	0.00	$0.00
34562	GATEWAY TO COLLEGE ENPR FUND	$689,699.67	$135,792.49	$112,623.83	0.00	$712,868.33
34576	GATEWAY COLLEGE & CAREER ACDMY	$7,440.47	$11,563.28	$7,272.59	0.00	$11,731.16
34601	JURUPA GENERAL FUND	$14,712,173.15	$22,490,546.98	$22,678,646.39	0.00	$14,524,073.74
34611	JURUPA ADULT EDUCATION FUND	$381,533.59	$251,162.00	$93,361.24	0.00	$539,334.35
34612	JURUPA CHILD DEV FUND	$245,049.78	$86,509.00	$81,115.17	0.00	$250,443.61
34613	JURUPA CAFETERIA FUND	$2,045,191.32	$26,808.46	$825,265.37	0.00	$1,246,734.41
34614	JURUPA DEF MAINT FUND	$0.00	$0.00	$0.00	0.00	$0.00
34621	JURUPA UNIFIED BOND BLDG	$15,241,693.35	$24,940.41	$982,042.72	0.00	$14,284,591.04
34625	JURUPA CAPITAL FACILITIES	$5,119,178.66	$766,494.77	$27,799.38	0.00	$5,857,874.05
34630	JURUPA STATE SCH BLDG LP	$92,877.29	$124.83	$0.00	0.00	$93,002.12

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Fund	Fund Name	Balance Forward	Total Debits	Total Credits	Investments	Total
34635	JURUPA UNIFIED CO SCH FAC FUND	$903,622.60	$1,214.46	$0.00	0.00	$904,837.06
34640	JURUPA SPEC RES CAPITAL	$14,220,329.76	$12,517.68	$663,656.98	0.00	$13,569,190.46
34651	JURUPA UNI BOND INT FUND	$4,129,946.43	$512,621.50	$0.00	0.00	$4,642,567.93
34667	JURUPA SELF INSURANCE FUND	$782,974.77	$893.33	$2,141.09	0.00	$781,727.01
34673	JURUPA-USD FOUNDATION FUND	$48,949.31	$62.89	$8,900.00	0.00	$40,112.20
34901	MENIFEE UNION GENERAL FUND	$3,674,083.19	$9,622,945.32	$8,709,767.31	0.00	$4,587,261.20
34912	MENIFEE UNION CHILD DEV	$89,532.92	$81.10	$61,851.42	0.00	$27,762.60
34913	MENIFEE UNION CAFETERIA	$1,139,594.51	$115,474.83	$275,057.71	0.00	$980,011.63
34914	MENIFEE UNION DEFERRED MAINT	$0.00	$0.00	$0.00	0.00	$0.00
34921	MENIFEE UNION	$0.00	$0.00	$0.00	0.00	$0.00
34925	MENIFEE UNION CAPITAL FACILITI	$12,079,461.60	$397,412.33	$1,043,056.54	0.00	$11,433,817.39
34951	MENIFEE UNION BOND&INTEREST RE	$423,402.34	$24,883.64	$1,077.50	0.00	$447,208.48
35251	MORENO VALLEY USDB&I	$7,172,480.90	$545,943.36	$0.00	0.00	$7,718,424.26
35601	MURRIETA VALLEY GENERAL FUND	$30,583,201.40	$26,876,632.15	$17,694,964.39	0.00	$39,764,869.16
35611	MURRIETA VALLEY ADULT ED	$124,077.46	$41,197.04	$80,621.09	0.00	$84,653.41
35612	MURRIETA VALLEY CHILD DEV	$217,966.04	$337,496.04	$412,006.87	0.00	$143,455.21
35613	MURRIETA VALLEY CAFETERIA FUND	$346,512.42	$501,731.79	$531,413.53	0.00	$316,830.68
35614	MURRIETA VALLEY DEFERRED MAINT	$0.00	$0.00	$0.00	0.00	$0.00
35621	MURRIETA VALLEY BLDG FUND	$23,468,228.92	$42,056.07	$1,584,644.74	0.00	$21,925,640.25
35625	MURRIETA VALLEY CAP FAC	$5,606,476.91	$1,274,078.02	$370,311.33	0.00	$6,510,243.60
35630	MURRRIETA VALLEY ST BLDG	$0.00	$0.00	$0.00	0.00	$0.00
35635	MURRIETA VALLEY CO BLDG	$0.05	$0.00	$0.05	0.00	$0.00
35651	MURRIETA VALLEY BOND INT& RED	$5,249,809.02	$284,078.14	$0.00	0.00	$5,533,887.16
35667	MURRIETA VALLEY USD-SELF INS F	$0.00	$0.00	$0.00	0.00	$0.00
35801	NUVIEW UNION GENERAL FUND	$2,876,359.71	$2,053,190.30	$1,801,539.83	0.00	$3,128,010.18
35809	NUVIEW UNION CHAPTERREVENUE FU	$901,039.49	$674,664.70	$454,262.83	0.00	$1,121,441.36
35812	NUVIEW UNION-CHILD DEV FUND	$311,896.40	$144,295.47	$81,491.94	0.00	$374,699.93
35813	NUVIEW UNION-CAFETERIA FUND	$44,168.84	$89,082.21	$85,168.87	0.00	$48,082.18
35814	NUVIEW UNION DEFERRED MAINT	$0.00	$0.00	$0.00	0.00	$0.00
35821	NUVIEW UNION BOND BLDGFUND	$0.00	$0.00	$0.00	0.00	$0.00
35825	NUVIEW UNION CAPITAL FACILITIE	$116,065.55	$141.48	$0.00	0.00	$116,207.03
35851	NUVIEW UNION-BOND/INT REDEMPTI	$183,424.95	$15,885.75	$0.00	0.00	$199,310.70
36101	PALM SPRINGS GENERAL FUND	$12,133,743.06	$29,399,685.30	$22,347,843.40	0.00	$19,185,584.96
36109	PALM SPRINGS USD-CHARTER S F	$4,167,696.17	$1,064,744.47	$561,046.46	0.00	$4,671,394.18
36111	PALM SPRINGS ADULT ED FUND	$196,707.64	$64,063.51	$7,989.73	0.00	$252,781.42
36112	PALM SPRINGS CHILD DEV FUND	$1,003,257.97	$184,349.72	$219,389.54	0.00	$968,218.15

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Fund	Fund Name	Balance Forward	Total Debits	Total Credits	Investments	Total
36113	PALM SPRINGS USD/CAFETERIA	$7,102,401.85	$748,281.09	$1,650,359.98	0.00	$6,200,322.96
36114	PALM SPRINGS DEF MAINT FUND	$0.00	$0.00	$0.00	0.00	$0.00
36117	PALM SPRINGS SPEC RES NON CAP	$5,071,338.31	$6,815.84	$0.00	0.00	$5,078,154.15
36121	PALM SPRINGS BUILDING FUND	$140,643,557.10	$65,586.12	$1,313,836.91	0.00	$139,395,306.31
36125	PALM SPRINGS CAP FAC FUND	$20,147,579.56	$253,632.93	$1,428,727.79	0.00	$18,972,484.70
36135	PALM SPRING CO SCHOOL FAC	$10.39	$45.70	$0.00	0.00	$56.09
36140	PALM SPRINGS SPEC RES CAP FUND	$47,632,265.26	$76,360.30	$291,820.94	0.00	$47,416,804.62
36151	PALM SPRINGS BOND INT/REDM FUN	$16,954,708.32	$740,589.37	$0.00	0.00	$17,695,297.69
36167	PALM SPRINGS USD SELF INS	$16,568,634.50	$72,675.31	$292,990.71	0.00	$16,348,319.10
36168	PALM SPRINGS USD-SELF INS POST	$8,785,004.98	$76,721.96	$184,086.63	0.00	$8,677,640.31
36169	Palm Springs USD-Self Insured	$164,981.17	$300.77	$5,297.73	0.00	$159,984.21
36176	PALM SPRINGS USD - AGENCY FUND	$45,460.89	$24,882.97	$23.11	0.00	$70,320.75
36401	PALO VERDE GENERALFUND	$7,297,415.89	$3,484,743.96	$2,814,325.88	0.00	$7,967,833.97
36413	PALO VERDE CAFETERIA FUND	$28,257.87	$235,618.16	$140,823.59	0.00	$123,052.44
36421	PALO VERDE BLDG FUND	$0.00	$0.00	$0.00	0.00	$0.00
36425	PALO VERDE CAPITAL FAC FUND	$49,907.10	$19,628.01	$0.00	0.00	$69,535.11
36435	PALO VERDE CO SCH FACILITIES	$36,268.84	$91.91	$0.00	0.00	$36,360.75
36440	PALO VERDE USD SPEC RESERVE	$403,481.27	$840.13	$0.00	0.00	$404,321.40
36451	PALO VERDE BOND INT& REDM	$534,321.92	$37,329.71	$0.00	0.00	$571,651.63
36701	PERRIS ELEM GENERAL FUND	$12,263,779.98	$7,702,055.16	$4,857,157.02	0.00	$15,108,678.12
36709	PERRIS ELEMENTARY-CHARTER FUND	$5,948,649.46	$889,930.53	$563,888.27	0.00	$6,274,691.72
36712	PERRIS ELEM-CHILD DEV FUNDS	$317,594.33	$108.30	$116,481.56	0.00	$201,221.07
36713	PERRIS ELEM SCHOOL DIST	$978,704.38	$369,396.05	$398,362.29	0.00	$949,738.14
36714	PERRIS ELEMENTARY	$539,275.61	$8,271.77	$26,051.80	0.00	$521,495.58
36717	PERRIS ELEMENTAR-SPEC RESERVE	$0.00	$0.00	$0.00	0.00	$0.00
36721	Perris Elem-Bond Bldg Fund	$3,352,235.09	$7,553.70	$622,098.20	0.00	$2,737,690.59
36725	PERRIS ELEM CAP FACILITIES	$225,294.38	$721.67	$15,427.87	0.00	$210,588.18
36735	PERRIS ELEM CO SCHOOL FACILITI	$0.00	$0.00	$0.00	0.00	$0.00
36740	PERRIS ELEM SPECIAL RES	$2,816,764.72	$0.00	$0.00	0.00	$2,816,764.72
36751	PERRIS ELEMTARY B&I	$433,002.24	$44,037.72	$0.00	0.00	$477,039.96
37101	PERRIS HIGH GENERAL FUND	$15,977,976.51	$15,450,559.92	$9,584,333.11	0.00	$21,844,203.32
37109	PERRIS UNION HIGH-CHARTER	$4,390,946.22	$1,549,081.04	$800,048.26	0.00	$5,139,979.00
37111	PERRIS HIGH ADULT ED FUND	$29,250.81	$45.00	$16,540.12	0.00	$12,755.69
37113	PERRIS UNION HS-CAFETERIA FUND	$1,434,836.68	$186,322.60	$639,319.38	0.00	$981,839.90
37121	PERRIS HIGH BOND BUILDING	$29,730,374.93	$49,717.21	$3,059,308.85	0.00	$26,720,783.29
37125	PERRIS HIGH CAPITAL FUND	$3,875,009.98	$305,315.10	$183,341.64	0.00	$3,996,983.44

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Fund	Fund Name	Balance Forward	Total Debits	Total Credits	Investments	Total
37135	PERRIS HIGH CO SCHOOL FACILITI	$13,612,595.28	$18,308.84	$0.00	0.00	$13,630,904.12
37151	PERRIS HIGH BOND INTERST	$3,761,761.44	$156,036.68	$500.00	0.00	$3,917,298.12
37156	PERRIS UNION HIGH SCHOOL DIST	$135,587.09	$1.80	$0.00	0.00	$135,588.89
37401	RIVERSIDE GENERAL FUND	$109,273,434.14	$45,360,931.26	$37,536,615.73	0.00	$117,097,749.67
37411	RIVERSIDE ADULT EDUCATION FUND	$2,329,243.32	$720,933.46	$191,202.46	0.00	$2,858,974.32
37412	RIVERSIDE CHILD DEV FUND	$190,581.89	$335,036.82	$262,331.45	0.00	$263,287.26
37413	RIVERSIDE CAFEERIA FUND	$3,791,142.48	$663,729.72	$2,803,085.14	0.00	$1,651,787.06
37414	RIVERSIDE DEFERRED MAINT FUND	$0.00	$0.00	$0.00	0.00	$0.00
37421	RIVERSIDE UNIFIED BOND BLDG	$16,586,125.54	$22,897.64	$1,070,287.92	0.00	$15,538,735.26
37425	RIVERSIDE CAPITAL FACILITIES F	$9,904,370.75	$165,204.03	$1,087,993.10	0.00	$8,981,581.68
37430	RIVERSIDE STATE SCH BLDG LP	$0.00	$0.00	$0.00	0.00	$0.00
37435	RIV UNIFIED SCHOOL FACILITIES	$4,887,421.53	$5,858.60	$18,298.66	0.00	$4,874,981.47
37440	RIVERSIDE SPEC RES CAP FUND	$11,172,639.04	$19,480.22	$990,845.17	0.00	$10,201,274.09
37451	RIVERSIDE UNI BOND INT & RED	$3,600,559.54	$364,331.02	$0.00	0.00	$3,964,890.56
37456	RIVERSIDE DEBT SERVICE FUND	$2,291,548.29	$1,742.87	$0.00	0.00	$2,293,291.16
37467	RIVERSIDE SELF INSURANCE FUND	$46,845,344.65	$994,788.49	$1,839,592.26	0.00	$46,000,540.88
37473	RIVERSIDE FOUNDATION FUND	$270,192.89	$378.76	$0.00	0.00	$270,571.65
38101	ROMOLAND GENERAL FUND	$7,302,947.42	$3,624,618.45	$3,160,250.34	0.00	$7,767,315.53
38112	ROMOLAND SCH DIST-CHILD DEV	$36,745.75	$135,244.57	$21,897.09	0.00	$150,093.23
38113	ROMOLAND CAFETERIA FUND	$938,186.66	$116,697.18	$136,543.77	0.00	$918,340.07
38114	ROMOLAND DEF MAINT FUND	$288,194.22	$387.32	$975.00	0.00	$287,606.54
38125	ROMOLAND CAPITAL FACILITIES	$8,005,806.71	$144,298.75	$474,063.23	0.00	$7,676,042.23
38135	ROMOLAND SCHOOL DIST-SCH FAC D	$4,585,632.93	$7,802.23	$608,558.83	0.00	$3,984,876.33
38140	ROMOLAND SPEC RES CAP FUND	$662,393.77	$890.25	$0.00	0.00	$663,284.02
38401	SAN JACINTO GENERAL FUND	$19,711,931.34	$11,214,031.29	$10,390,078.14	0.00	$20,535,884.49
38411	SAN JACINTO ADULT ED	$105,862.06	$251.35	$41,210.44	0.00	$64,902.97
38412	SAN JACINTO CHILD DEVFUND	$120,641.91	$5,061.90	$37,696.78	0.00	$88,007.03
38413	SAN JACINTO CAFETERIAFUND	$1,705,876.63	$17,475.71	$374,136.89	0.00	$1,349,215.45
38414	SAN JACINTO DEF MAINT FUND	$385,563.26	$706.95	$181,390.59	0.00	$204,879.62
38421	SAN JAC USD BBF	$0.00	$0.00	$0.00	0.00	$0.00
38425	SAN JACINTO CAPITAL FACILITIES	$1,599,768.11	$1,997.12	$164,725.40	0.00	$1,437,039.83
38435	SAN JACINTO CO SCHOOL FACILITI	$1,572,209.55	$2,196.98	$0.00	0.00	$1,574,406.53
38451	SAN JACINTO BOND INTEREST	$999,896.85	$64,897.43	$0.00	0.00	$1,064,794.28
38801	TEMECULA VALLEY GENERAL FUND	$28,489,884.69	$25,782,123.74	$22,773,005.89	0.00	$31,499,002.54
38809	TEMECULA VALLEY CHARTER SPEC R	$0.00	$0.00	$0.00	0.00	$0.00
38811	TEMECULA VALLEY ADULT ED	($4,586.11)	$31,440.00	$12,042.75	0.00	$14,811.14

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Fund	Fund Name	Balance Forward	Total Debits	Total Credits	Investments	Total
38813	TEMECULA VALLEY CAFETERIA FD	$2,468,201.37	$363,155.28	$610,577.57	0.00	$2,220,779.08
38814	TEMECULAVALLEY DEF MAINT	$1,191,063.09	$0.00	$0.00	0.00	$1,191,063.09
38821	TEMECULA VALLEY BOND BLDG	$40,081,481.83	$38,421.88	$3,150,718.93	0.00	$36,969,184.78
38825	TEMECULA VALLEY CAP FAC FUND	$32,982,962.47	$458,691.92	$1,471,779.31	0.00	$31,969,875.08
38830	TEMECULA VALLEY STATE SCH BLDG	$0.00	$0.00	$0.00	0.00	$0.00
38835	TEMECULA VALLEY CO SCH FAC	$2,253,350.07	$3,028.48	$0.00	0.00	$2,256,378.55
38840	TEMECULA VALLEY SPEC RES CAP	$6,992,582.12	$462,743.18	$1,443,076.84	0.00	$6,012,248.46
38849	TEMECULA VALLEY USD-BLENDED CO	$0.00	$0.00	$0.00	0.00	$0.00
38851	TEMECULA VALLEY BOND INT&RED	$5,457,476.97	$195,791.05	$2,310.00	0.00	$5,650,958.02
38852	TEMECULA VALLEY USD DEBT SERVI	$0.00	$0.00	$0.00	0.00	$0.00
38867	Temecula Valley USD-Self Insur	$5,139,783.72	$193,148.45	$186,323.59	0.00	$5,146,608.58
38901	CCEE-CALIF COLLABORATIVE ED EX	$122,145.08	$46.59	$0.00	0.00	$122,191.67
39001	VAL VERDE GENERAL FUND	$41,877,032.80	$21,771,800.97	$31,455,123.95	0.00	$32,193,709.82
39007	VAL VERDE USD - SELPA	$4,996,545.89	$6,359.57	$757,069.78	0.00	$4,245,835.68
39010	VAL VERDE USD-SELPA PASSTHROUG	$3,116,294.88	$18,389,912.23	$6,267,324.43	0.00	$15,238,882.68
39012	VAL VERDE CHILD DEV FUND	$1,276,145.55	$2,642.08	$179,178.70	0.00	$1,099,608.93
39014	VAL VERDE DEFERRED MAINT FUND	$0.00	$0.00	$0.00	0.00	$0.00
39017	VAL VERDE SPECIAL RESERVE NCF	$6,461,717.64	$8,684.48	$0.00	0.00	$6,470,402.12
39021	VAL VERDE	$11,761,455.15	$18,996,963.87	$1,183,770.82	0.00	$29,574,648.20
39025	VAL VERDE CAPITAL FACILITIES	$3,526,350.22	$35,688.64	$10,357.76	0.00	$3,551,681.10
39035	VAL VERDE CO SCHOOL FACILITIES	$1,199,407.09	$1,611.99	$0.00	0.00	$1,201,019.08
39040	VAL VERDE USD-SPEC RES-CAP OUT	$4,243,409.49	$5,484.57	$39,418.75	0.00	$4,209,475.31
39051	VAL VERDE	$4,729,424.55	$2,106,852.86	$0.00	0.00	$6,836,277.41
39067	VAL VERDE USD SELF INSUR FUND	$0.00	$0.00	$0.00	0.00	$0.00
39071	VAL VERDE USD-RETIREE BENEFIT	$0.00	$0.00	$0.00	0.00	$0.00
39101	WESTERN RIV CO SELF INSURANCE	$3,060,544.13	$3,479,368.83	$3,063,388.75	0.00	$3,476,524.21
39201	JET JOINT POWER AGENCY	$148,345.28	$384.38	$0.00	0.00	$148,729.66
39876	SAN BERN. TAXES WARRANT PASS T	$0.00	$74,918.89	$0.00	0.00	$74,918.89
39877	FIXED COSTS WARR PASS THRU FUN	$169,243.25	$308,364.05	$220,299.83	0.00	$257,307.47
39878	STRSWARR PASS THRU FUND	$27,121,726.33	$38,916,820.93	$29,407,972.77	0.00	$36,630,574.49
39879	PERS WARRANT PASS THRU FUND	$10,681,755.31	$11,597,734.58	$10,975,294.27	0.00	$11,304,195.62
39880	GARNISHMENTS WARRANT PASS THRU	$11,804.66	$430,689.92	$442,494.58	0.00	$0.00
39881	TAX SHELTER ANNUITY WARR PASS	$24,568.45	$4,505,986.49	$4,529,754.94	0.00	$800.00
39882	VOLUNTARY DED WARR PASS THRU	$202,379.69	$14,600,021.70	$14,802,396.20	0.00	$5.19
39883	FEDERAL WITHHOLDING WARRANT	$309,239.86	$21,977,668.41	$22,276,109.92	0.00	$10,798.35
39884	STATE WITHHOLDING WARRANT PASS	$64,558.34	$6,730,966.46	$6,795,524.80	0.00	$0.00

Attachment: September 2016 (2691 : Fund Summary Report September 2016)

Riverside County

Fund Summary Report

9/1/16 - 9/30/16

Fund	Fund Name	Balance Forward	Total Debits	Total Credits	Investments	Total
39885	MEDICARE WARRANT PASS THRU	$118,744.21	$6,113,451.66	$6,244,376.35	0.00	($12,180.48)
39886	FICA WARRANT PASS THRU	$415,508.36	$7,189,880.08	$7,585,479.18	0.00	$19,909.26
39887	DEFERRED PAY WARRANT PASS THRU	$3,474,138.74	$6,575,975.23	$12,867.66	0.00	$10,037,246.31
39888	PERRIS JR HIGH AREAWIDE	$0.00	$478,075.42	$0.00	0.00	$478,075.42
39889	TRANS WARRANT PASS THRU	$0.00	$27,466.42	$27,466.42	0.00	$0.00
39890	WARRANT PASS THRU FUND	$0.00	$458,835,443.41	$458,822,976.51	0.00	$12,466.90
39891	COMMERCIAL WARRANT PASS THRU	$78,202,688.16	$233,772,951.95	$233,380,799.55	0.00	$78,594,840.56
39892	PAYROLL WARRANT PASS THRU	$115,978,742.63	$258,739,427.70	$238,596,859.21	0.00	$136,121,311.12
39893	ELSINORE AREA WIDEWARRANT PASS	$0.00	$1,016,591.37	$0.00	0.00	$1,016,591.37
39894	PERRIS AREAWIDE WARRANT	$0.00	$718,209.56	$0.00	0.00	$718,209.56
39901	RCOE GENERAL FUND	$42,076,111.68	$13,880,580.07	$28,942,181.62	0.00	$27,014,510.13
39909	RCOE-Charter School Special RF	$366,755.22	$478,990.63	$590,018.34	0.00	$255,727.51
39911	RCOE- ADULT EDUCATION FUND	$213,742.53	$191,469.68	$172,211.86	0.00	$233,000.35
39912	RCOE CHILD DEV FUND	$10,040,646.82	$7,028,098.90	$6,804,787.56	0.00	$10,263,958.16
39914	RCOE DEFERRED MAINT FUND	$8,345,775.12	$9,900.42	$54,472.00	0.00	$8,301,203.54
39916	RCOE FOREST RESERVE FUND	$0.00	$0.00	$0.00	0.00	$0.00
39917	RCOE SPECIAL RESERVE	$3,376,979.74	$3,421.29	$0.00	0.00	$3,380,401.03
39920	RCOE SPEC RES POSTEMPLOYMENT B	$17,808,811.26	$13,791,188.74	$1,800,000.00	0.00	$29,800,000.00
39935	RCOE COUNTY SCHOOL FACILITIES	$4,348,020.00	$6,230.43	$2,394.63	0.00	$4,351,855.80
39940	RCOE SPECIAL RESERVE CAP	$32,978,473.69	$2,646,857.11	$1,205,670.01	0.00	$34,419,660.79
39962	RCOE - EDUCATION ACADEMY	$344,959.98	$531,390.19	$372,786.49	0.00	$503,563.68
39963	RCOE-OTHER ENTERPRISE FUND	$26,943.00	$55,764.84	$54,482.50	0.00	$28,225.34
39967	RCOE SELF INSURANCE FUND	$421,816.90	$571.41	$26.99	0.00	$422,361.32
45201	GENERAL FUND	$121,689,682.75	$40,175,289.51	$37,061,753.30	0.00	$124,803,218.96
45209	Charter Schools Fund	($351,831.17)	$33,613.00	$59,696.22	0.00	($377,914.39)
45211	ADULT ED	$1,075,771.50	$280.56	$110,943.38	0.00	$965,108.68
45212	CHILD DEVELOPMENT	($101,012.62)	$124.16	$40,521.78	0.00	($141,410.24)
45213	CAFETERIA FUND	$9,225,814.08	$31,265.07	$1,461,861.58	0.00	$7,795,217.57
45214	DEFERRED MAINTENANCE	$0.00	$0.00	$0.00	0.00	$0.00
45221	BUILDING FUND	$90,614,652.59	$119,246.25	$1,685,541.65	0.00	$89,048,357.19
45225	CAPITAL LEASE	$20,449,355.06	$26,154.88	$229,597.04	0.00	$20,245,912.90
45235	COUNTY SCHOOL FACILITIES	$3,290,179.11	$3,941.92	$0.00	0.00	$3,294,121.03
45267	WORKERS' COMPENSATION	$17,452,142.41	$846,315.12	$1,244,708.59	0.00	$17,053,748.94
45268	HEALTH/WELFARE SELF INSURED	$0.00	$0.00	$0.00	0.00	$0.00
45269	PROPERTY AND LIABILITY	$213,362.55	$1,124,481.12	$1,296,993.65	0.00	$40,850.02
45276	AGENCY FUND	$15,795,330.51	$12,398,716.81	$6,992,205.23	0.00	$21,201,842.09

Attachment: September 2016 (2691 : Fund Summary Report September 2016)

Riverside County

Fund Summary Report

9/1/16 - 9/30/16

Fund	Fund Name		Balance Forward	Total Debits	Total Credits	Investments	Total
45280	Repayment Fund		$0.00	$0.00	$0.00	0.00	$0.00
		Sub Total:	**$2,673,492,472.47**	**$1,736,992,327.26**	**$1,629,496,015.02**	**$0.00**	**$2,780,988,784.71**
		Total:	**$6,367,824,165.31**	**$4,564,758,833.48**	**$4,649,677,316.96**	**$0.00**	**$6,282,905,681.83**

Attachment: September 2016 (2691 : Fund Summary Report September 2016)

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

Item **2.17**

SUBMITTAL DATE: October 17, 2016

FROM : TREASURER-TAX COLLECTOR:

SUBJECT: Receive and File the Treasurer's Monthly Disclosure Report on Investments dated September 2016.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Receives and files the Treasurer's "Monthly Disclosure Report on Investments" dated September 2016.

Consent

Don Kent
Don Kent, Treasurer-Tax Collector 10/17/2016

BACKGROUND:

Summary

The County Treasurer and Tax Collector is submitting the above noted report to the County Board of Supervisors in keeping with Section 53607 of the California Government Code, which requires a quarterly report on the status of investments. The practice has been to provide the Board with a monthly report. The report gives the various statistics on the portfolio as to overall composition, liquidity structure, credit quality on the various securities, and provides several trends on earning performance, average weighted maturity, and the portfolio's "paper loss or gain".

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	$ 0	$ 0	$ 0	$ 0
NET COUNTY COST	$ 0	$ 0	$ 0	$ 0

SOURCE OF FUNDS: N/A

Budget Adjustment: No

For Fiscal Year: 2016/2017

C.E.O. RECOMMENDATION:

September 2016

County of Riverside

Treasurer's Pooled Investment Fund

"Debt Time Bomb"

Although the United States government closed its books for the fiscal year 2016 in September with a whisper, financial market participants were paying close attention and got the message loud and clear. The annual increase in national debt was an astounding $1.4 trillion, the 3rd largest in U.S. history. This increase in debt is equal to almost 8% of our GDP vs. the entire bailout of 2008 at just under 5% of GDP; the New Deal during the Great Depression amounted to 7% of GDP. Now some $19.6 trillion in the red and having doubled over the last eight years, it's the equivalent of $60,536 for every U.S. citizen, or, $164,602 for every tax payer.

Additionally, the International Monetary Fund (IMF) is sounding the alarm with worldwide debt hitting $152 trillion, or, 225% of world GDP. According to the IMF, "two-thirds, amounting to about $100 trillion, consists of liabilities of the private sector which can carry greater risks than government debt at high levels. However, there are concerns that just the sheer size of debt could set the stage for an unprecedented private deleveraging process that could stall the fragile global economic recovery." In other words, the debt itself can cause a slowdown so central banks are extremely limited how high and fast they can push interest rates; this debt load is only sustainable as long as the interest expense is affordable, thus forcing record low rates, which in turn leads to even more debt issuance, exacerbating the problem.

These revelations are coming at the same time we are seeing tectonic shifts in the Eurozone banks and financial system as we covered in June. Deutsche Bank, being the most visible, is potentially looking at a $14 billion fine from the U.S. government's lawsuit to settle the mortgage backed securities case; it's big enough that there was talk of it becoming Europe's Lehman Bros. and Germany is showing no appetite to bail them, or any other banks out.

According to past history, we know recession is somewhere out there on the horizon as over the past 75 years, the longest period of time we've been without was about 10 years. When it does occur, one of the policy tools the FED has used most often to stimulate the economy is to cut interest rates, namely the Fed Funds, discount rate, or both. The average Fed Funds interest rate cut during a recession is about 4%. In every instance the FED has cut rates, and they were lower at the end of the recession than at the beginning, which begs the question, how high would rates have to be to have a meaningful impact for a cut later to spur the economy again down the road?

The FED stated after its September 21st FOMC meeting, "The Committee judges that the case for an increase in the federal funds rate has strengthened but decided, for the time being, to wait for further evidence of continued progress toward its objectives." In other words, they remain on the sidelines with Fed Funds at 50 bps. And, it's highly unlikely an increase would come at the November 2nd meeting, especially just before the election leaving December 14th as their last date this year. We shall see and will continue to be observant of these concerning economic conditions and invest accordingly.

Don Kent
Treasurer-Tax Collector

Capital Markets Team

Don Kent
Treasurer-Tax Collector

Jon Christensen
Asst. Treasurer-Tax Collector

Giovane Pizano
Investment Manager

Isela Licea
Asst. Investment Manager

Investment Objectives

The primary objective of the treasurer shall be to ***safeguard the principal*** *of the funds under the treasurer's control, meet the* ***liquidity needs*** *of the depositor, and achieve a* ***return on the funds*** *under his or her control.*

COUNTY OF RIVERSIDE TREASURER'S POOLED INVESTMENT FUND IS CURRENTLY RATED: Aaa-bf BY MOODY'S INVESTOR'S SERVICE AND AAA/V1 BY FITCH RATINGS

	Month End Market Value ($)*	Month End Book Value ($)	Paper Gain or Loss ($)	Paper Gain or Loss (%)	Book Yield (%)	Yrs to Maturity	Modified Duration
September	5,916,650,304.83	5,911,244,395.48	5,405,909.35	0.09	0.73	1.23	1.20
August	6,110,619,759.63	6,102,082,969.94	8,536,789.69	0.14	0.72	1.23	1.20
July	6,514,396,169.33	6,504,638,893.37	9,757,275.96	0.15	0.69	1.15	1.12
June	6,945,949,047.77	6,940,509,804.70	5,439,243.07	0.08	0.67	1.08	1.05
May	7,336,685,334.21	7,329,824,096.33	6,861,237.88	0.09	0.65	1.02	0.99
April	6,319,190,571.12	6,312,840,233.99	6,350,337.13	0.10	0.65	1.07	1.04

The Treasurer's Pooled Investment Fund is comprised of the ***County, Schools, Special Districts,*** *and other* ***Discretionary Depositors.***

Attachment: PIF0916 (2688 : Monthly Disclosure Rpt on Investments September 2016)

Current Market Data

Economic Indicators

Release Date	Indicator	Consensus	Actual
09/02/2016	**Non-Farm Payrolls M/M change:** Counts the number of paid employees working part-time or full-time in the nation's business and government establishments.	180,000	**151,000**
09/02/2016	**Employment Situation:** Measures the number of unemployed as a percentage of the labor force.	4.8%	**4.9%**
09/02/2016	**Durable Goods Orders - M/M change:** Reflects the new orders placed with domestic manufacturers for immediate and future delivery of factory hard goods.	4.4%	**4.4%**
09/29/2016	**Real Gross Domestic Product - Q/Q change:** The broadest measure of aggregate economic activity and encompasses every sector of the economy. GDP is the country's most comprehensive economic scorecard.	1.3%	**1.4%**
09/27/2016	**Consumer Confidence:** Measures consumer attitudes on present economic conditions and expectations of future conditions.	99.0	**104.1**
09/02/2016	**Factory Orders M/M change:** Represents the dollar level of new orders for both durable and nondurable goods.	2.0%	**1.9%**
09/16/2016	**Consumer Price Index - M/M change:** The Consumer Price Index is a measure of the average price level of a fixed basket of goods and services purchased by consumers.	0.1%	**0.2%**
09/16/2016	**CPI Ex Food and Energy - M/M change:** CPI Ex Food and Energy excludes food and energy.	2.2%	**2.3%**

Stock Indices

		Value		Change
Dow Jones (DJIA)	$	18,308.15	$	(92.03)
S&P 500 Index	$	2,168.27	$	(7.85)
NASDAQ (NDX)	$	4,875.70	$	104.65

Commodities

		Value		Change
Nymex Crude	$	48.24	$	3.54
Gold (USD/OZ)	$	1,315.75	$	6.78

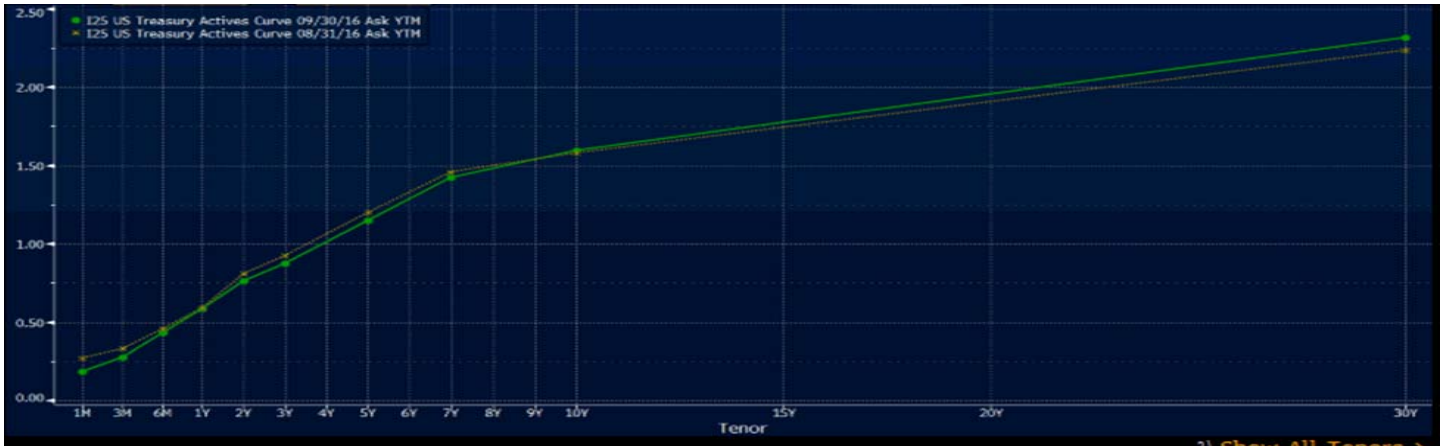
Fed Funds Target Rate

Current Fed Funds Rate: 0.25% - 0.50%		
	Probability for FOMC Dates:	
Fed Move	11/02/2016	12/14/2016
Stay at 0.25%-0.50%	76.4%	36.4%
Increase to 0.75%	23.6%	51.3%
Increase to 1.00%	0.0%	12.4%
Increase to 1.25%	0.0%	0.0%

FOMC Meeting Schedule

Release	%	Risk Assessment
27-Jul	.25 - 0.5 %	Growth
21-Sep	.25 - 0.5 %	Growth

US Treasury Curve (M/M)



3) Show All Tenors >

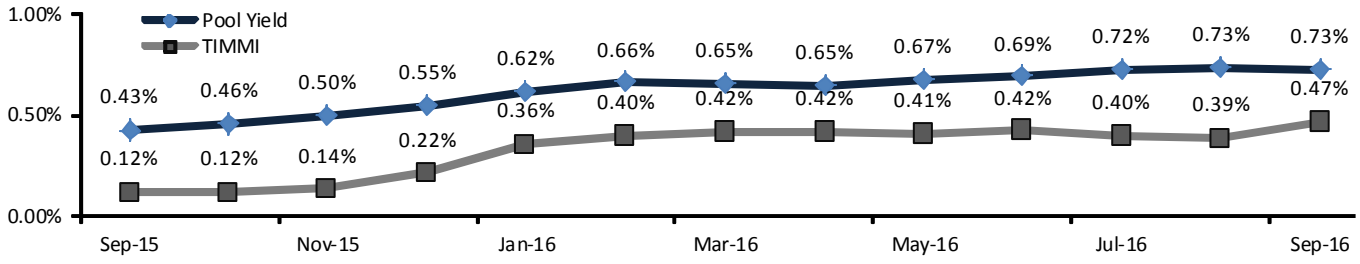
Curve Id	3M	1Y	2Y	3Y	5Y	10Y	30Y
11) I25 09/30/16	0.274	0.585	0.762	0.875	1.149	1.594	2.315
12) I25 08/31/16	0.330	0.591	0.805	0.922	1.198	1.580	2.232
13) I25 (09/30/16-08/31/16)	-5.6	-0.5	-4.3	-4.7	-4.8	1.4	8.3

Attachment: PIF0916 (2688 : Monthly Disclosure Rpt on Investments September 2016)

TIMMI

The Treasurer's Institutional Money Market Index (TIMMI) is compiled and reported by the Riverside County Treasurer's Capital Markets division. It is a composite index derived from four AAA rated prime institutional money market funds. Similar to the Treasurer's Office, prime money market funds invest in a diversified portfolio of U.S. dollar denominated money market instruments including U.S. Treasuries, government agencies, commercial paper, certificates of deposits, repurchase agreements, etc. TIMMI is currently comprised of the four multi billion dollar funds listed below.

AAA Rated Prime Institutional Money-Market Funds		
Fund	Symbol	7 Day Yield
Fidelity Prime Institutional MMF	FIPXX	0.55%
Federated Prime Obligations Fund	POIXX	0.38%
Wells Fargo Advantage Heritage	WFJXX	0.46%
JP Morgan	CJPXX	0.49%



Cash Flows

Month	Monthly Receipts	Monthly Disbursements	Difference	Required Matured Investments	Balance	Actual Investments Maturing	Available to Invest > 1 Year
10/2016					202.00		
10/2016	1,040.00	1,175.00	(135.00)		67.00	1,414.26	
11/2016	1,200.00	960.00	240.00		307.00	296.14	
12/2016	2,110.00	1,030.00	1,080.00		1,387.00	40.37	
01/2017	1,020.00	1,650.00	(630.00)		757.00	716.00	
02/2017	810.00	1,200.00	(390.00)		367.00	590.00	
03/2017	1,200.00	1,080.00	120.00		487.00	30.00	
04/2017	1,800.00	950.00	850.00		1,337.00	98.14	
05/2017	850.00	1,500.00	(650.00)		687.00	397.45	
06/2017	1,400.00	1,850.00	(450.00)		237.00	197.02	
07/2017	1,256.11	1,450.00	(193.89)		43.11	81.11	
08/2017	1,017.89	1,200.00	(182.11)	139.00	-	17.89	
09/2017	1,004.10	1,110.00	(105.90)	105.90	-	44.10	
TOTALS	14,708.10	15,155.00	(446.90)	244.90	5,878.12	3,922.48	5,666.34
				4.14%		66.36%	95.86%

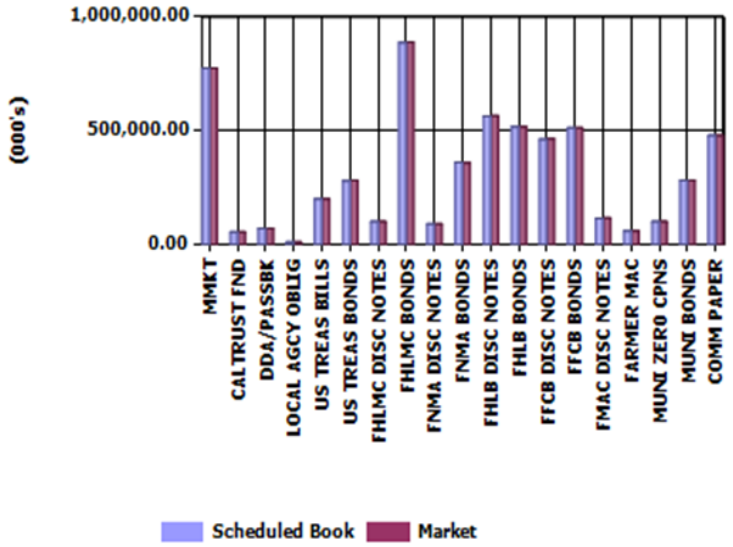
* All values reported in millions ($).

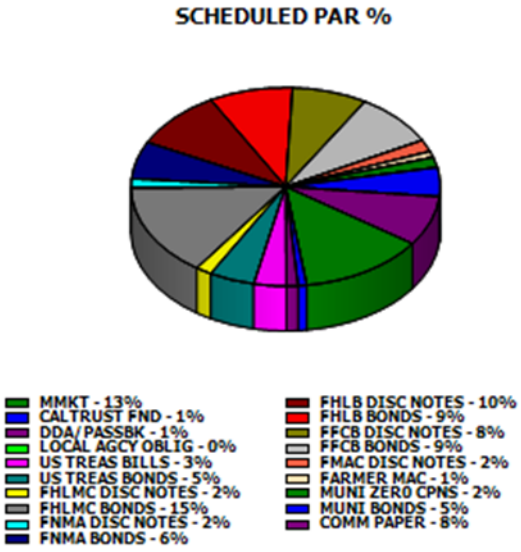
The Pooled Investment Fund cash flow requirements are based upon a 12 month historical cash flow model. Based upon projected cash receipts and maturing investments, there are sufficient funds to meet future cash flow disbursements over the next 12 months.

Attachment: PIF0916 (2688 : Monthly Disclosure Rpt on Investments September 2016)

Asset Allocation

Assets (000's)	Scheduled Par	Scheduled Book	Scheduled Market	Mkt/ Sch Book	Yield	WAL (Yr)	Mat (Yr)
MMKT	775,000.00	775,000.00	775,000.00	100.00%	0.37%	.003	.003
CALTRUST FND	54,000.00	54,000.00	54,000.00	100.00%	0.80%	.003	.003
DDA/PASSBK	70,000.00	70,000.00	70,000.00	100.00%	0.41%	.003	.003
LOCAL AGCY OBLIG	300.00	300.00	300.00	100.00%	1.23%	3.710	3.710
US TREAS BILLS	200,000.00	199,362.47	199,499.25	100.07%	0.45%	.575	.575
US TREAS BONDS	280,000.00	280,331.45	281,183.60	100.30%	0.83%	.977	.977
FHLMC DISC NOTES	100,000.00	99,600.19	99,947.00	100.35%	0.51%	.189	.189
FHLMC BONDS	889,435.00	889,355.82	889,668.41	100.04%	1.15%	1.091	2.987
FNMA DISC NOTES	90,000.00	89,556.86	89,915.40	100.40%	0.61%	.238	.238
FNMA BONDS	360,000.00	359,995.35	359,652.35	99.90%	1.18%	1.240	3.366
FHLB DISC NOTES	567,000.00	564,885.33	566,456.18	100.28%	0.52%	.293	.293
FHLB BONDS	518,589.72	518,513.54	518,387.73	99.98%	0.80%	1.306	1.857
FFCB DISC NOTES	465,000.00	462,928.67	464,186.20	100.27%	0.55%	.440	.440
FFCB BONDS	512,910.00	513,005.73	512,889.93	99.98%	0.72%	1.685	1.997
FMAC DISC NOTES	115,000.00	114,459.98	114,949.05	100.43%	0.63%	.172	.172
FARMER MAC	58,850.00	58,850.00	58,904.45	100.09%	0.76%	1.448	1.448
MUNI ZER0 CPNS	100,000.00	99,939.00	99,955.78	100.02%	0.49%	.091	.091
MUNI BONDS	279,105.00	281,812.99	281,812.99	100.00%	0.90%	1.263	1.263
COMM PAPER	480,814.00	479,347.01	479,941.99	100.12%	0.65%	.241	.241
Totals (000's):	**5,916,003.72**	**5,911,244.40**	**5,916,650.30**	**100.09%**	**0.73%**	**.734**	**1.224**

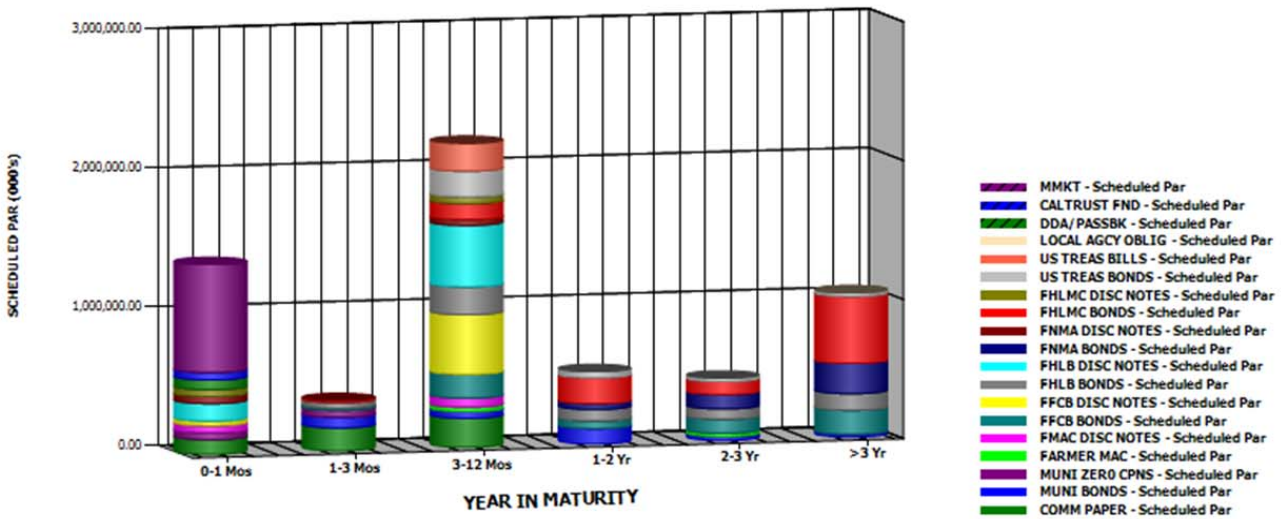




Attachment: PIF0916 (2688 : Monthly Disclosure Rpt on Investments September 2016)

Maturity Distribution

Scheduled Par (000's)	0-1 Mos	1-3 Mos	3-12 Mos	1-2 Yr	2-3 Yr	>3 Yr	Totals (000's)
MMKT	775,000.00	-	-	-	-	-	775,000.00
CALTRUST FND	54,000.00	-	-	-	-	-	54,000.00
DDA/PASSBK	70,000.00	-	-	-	-	-	70,000.00
LOCAL AGCY OBLIG	-	-	-	-	-	300.00	300
US TREAS BILLS	-	-	200,000.00	-	-	-	200,000.00
US TREAS BONDS	-	-	185,000.00	45,000.00	25,000.00	25,000.00	280,000.00
FHLMC DISC NOTES	50,000.00	-	50,000.00	-	-	-	100,000.00
FHLMC BONDS	-	14,625.00	115,000.00	185,850.00	93,000.00	480,960.00	889,435.00
FNMA DISC NOTES	50,000.00	-	40,000.00	-	-	-	90,000.00
FNMA BONDS	-	-	-	40,000.00	102,500.00	217,500.00	360,000.00
FHLB DISC NOTES	125,000.00	-	442,000.00	-	-	-	567,000.00
FHLB BONDS	-	40,370.00	200,000.00	83,719.72	74,500.00	120,000.00	518,589.72
FFCB DISC NOTES	35,000.00	-	430,000.00	-	-	-	465,000.00
FFCB BONDS	-	15,000.00	169,900.00	55,000.00	100,310.00	172,700.00	512,910.00
FMAC DISC NOTES	50,000.00	-	65,000.00	-	-	-	115,000.00
FARMER MAC	-	-	33,850.00	-	25,000.00	-	58,850.00
MUNI ZER0 CPNS	50,000.00	50,000.00	-	-	-	-	100,000.00
MUNI BONDS	-	75,960.00	45,940.00	110,000.00	27,665.00	19,540.00	279,105.00
COMM PAPER	105,264.00	165,550.00	210,000.00	-	-	-	480,814.00
Totals (000's):	1,364,264.00	361,505.00	2,186,690.00	519,569.72	447,975.00	1,036,000.00	5,916,003.72
%	23.06%	6.11%	36.96%	8.78%	7.57%	17.51%	
Cumulative %	23.06%	29.17%	66.13%	74.92%	82.49%	100.00%	



Attachment: PIF0916 (2688 : Monthly Disclosure Rpt on Investments September 2016)

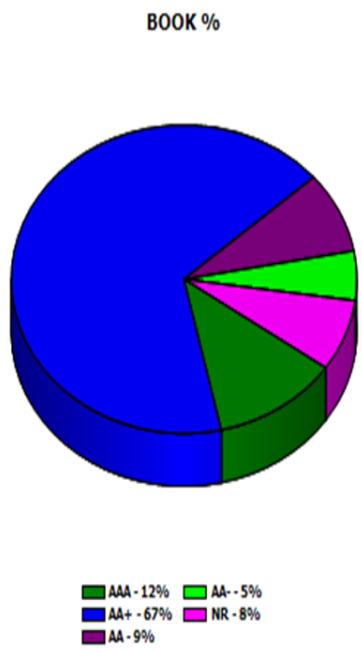
Credit Quality

Moody (000's)	Par	Book	Market	MKT/Book	Yield
Aaa	4,663,179.72	4,658,968.96	4,663,219.59	100.09%	0.75%
Aa1	47,045.00	47,881.71	47,881.71	100.00%	0.88%
Aa2	481,134.00	480,223.51	480,410.78	100.04%	0.60%
Aa3	280,495.00	280,560.25	280,984.73	100.15%	0.83%
NR	444,150.00	443,609.98	444,153.50	100.12%	0.56%
Totals (000's):	**5,916,003.72**	**5,911,244.40**	**5,916,650.30**	**100.09%**	**0.73%**

MOODY'S



S & P



S&P (000's)	Par	Book	Market	MKT/Book	Yield
AAA	695,655.00	697,564.34	697,564.34	100.00%	0.42%
AA+	3,964,569.72	3,949,286.32	3,963,523.96	100.11%	0.81%
AA	506,134.00	505,836.76	506,024.03	100.04%	0.64%
AA-	305,495.00	304,947.00	305,384.48	100.14%	0.76%
NR	444,150.00	443,609.98	444,153.50	100.12%	0.56%
Totals (000's):	**5,916,003.72**	**5,911,244.40**	**5,916,650.30**	**100.09%**	**0.73%**

Attachment: PIF0916 (2688 : Monthly Disclosure Rpt on Investments September 2016)

CUSIP	Description	Maturity Date	Coupon	Yield To Maturity	Par Value	Book Value	Market Price	Market Value	Unrealized Gain/Loss	Modified Duration	Years To Maturity
Fund: 1 POOL FUND											
MMKT											
WFJXX	CALTRUST HERITAGE	10/01/2016	.423	.423	0.00	0.00	.000000	0.00	0.00	.000	.003
FIPXX	FIDELITY PRIME	10/01/2016	.416	.416	0.00	0.00	.000000	0.00	0.00	.000	.003
POIXX	FEDERATED PRIME	10/01/2016	.426	.426	0.00	0.00	.000000	0.00	0.00	.000	.003
CJPXX	JP MORGAN PRIME	10/01/2016	.387	.387	0.00	0.00	.000000	0.00	0.00	.000	.003
FRGXX	FIDELITY GOV	10/01/2016	.310	.310	100,000,000.00	100,000,000.00	100.000000	100,000,000.00	0.00	.003	.003
WFFXX	WELLS FARGO GOV	10/01/2016	.334	.334	200,000,000.00	200,000,000.00	100.000000	200,000,000.00	0.00	.003	.003
GOFXX	FEDERATED GOV	10/01/2016	.314	.314	175,000,000.00	175,000,000.00	100.000000	175,000,000.00	0.00	.003	.003
CASH	BANK OF THE WEST	10/01/2016	.520	.520	200,000,000.00	200,000,000.00	100.000000	200,000,000.00	0.00	.003	.003
FGTXX	GOLDMAN SACHS GOV	10/01/2016	.297	.297	100,000,000.00	100,000,000.00	100.000000	100,000,000.00	0.00	.003	.003
			.370	**.370**	**775,000,000.00**	**775,000,000.00**	**100.000000**	**775,000,000.00**	**0.00**	**.003**	**.003**
CALTRUST FND											
CLTR	CALTRUST SHT TERM	10/01/2016	.804	.804	54,000,000.00	54,000,000.00	100.000000	54,000,000.00	0.00	.003	.003
			.804	**.804**	**54,000,000.00**	**54,000,000.00**	**100.000000**	**54,000,000.00**	**0.00**	**.003**	**.003**
DDA/PASSBK											
CASH	UB MANAGED RATE	10/01/2016	.410	.410	70,000,000.00	70,000,000.00	100.000000	70,000,000.00	0.00	.003	.003
			.410	**.410**	**70,000,000.00**	**70,000,000.00**	**100.000000**	**70,000,000.00**	**0.00**	**.003**	**.003**
LOCAL AGCY OBLIG											
LAO	US DIST COURTHOUSE	06/15/2020	1.231	1.231	300,000.00	300,000.00	100.000000	300,000.00	0.00	1.740	3.710
			1.231	**1.231**	**300,000.00**	**300,000.00**	**100.000000**	**300,000.00**	**0.00**	**1.740**	**3.710**
US TREAS BILLS											
912796JT7	U.S. TREASURY BILL	05/25/2017	.510	.512	50,000,000.00	49,761,291.67	99.705000	49,852,500.00	91,208.33	.646	.649
912796JT7	U.S. TREASURY BILL	05/25/2017	.440	.442	50,000,000.00	49,828,277.78	99.705000	49,852,500.00	24,222.22	.646	.649
912796KG3	U.S. TREASURY BILL	02/09/2017	.425	.426	25,000,000.00	24,954,843.75	99.878000	24,969,500.00	14,656.25	.360	.362
912796JA8	U.S. TREASURY BILL	02/02/2017	.405	.406	25,000,000.00	24,958,937.50	99.889000	24,972,250.00	13,312.50	.341	.342
912796JT7	U.S. TREASURY BILL	05/25/2017	.428	.429	50,000,000.00	49,859,116.67	99.705000	49,852,500.00	-6,616.67	.646	.649
			.448	**.450**	**200,000,000.00**	**199,362,467.37**	**99.749625**	**199,499,250.00**	**136,782.63**	**.572**	**.575**
US TREAS BONDS											
912828TB6	U.S. TREASURY BOND	06/30/2017	.750	.932	5,000,000.00	4,971,875.00	100.109000	5,005,450.00	33,575.00	.745	.748
912828WH9	U.S. TREASURY BOND	05/15/2017	.875	.752	25,000,000.00	25,077,148.44	100.203000	25,050,750.00	-26,398.44	.620	.622
912828SC5	U.S. TREASURY BOND	01/31/2017	.875	.641	25,000,000.00	25,129,882.81	100.181000	25,045,250.00	-84,632.81	.336	.337
912828B74	U.S. TREASURY BOND	02/15/2017	.625	.596	20,000,000.00	20,008,593.75	100.097000	20,019,400.00	10,806.25	.377	.378
912828A91	U.S. TREASURY BOND	01/15/2017	.750	.433	25,000,000.00	25,095,703.13	100.121000	25,030,250.00	-65,453.13	.292	.293
912828TS9	U.S. TREASURY BOND	09/30/2017	.625	.723	10,000,000.00	9,981,250.00	99.953000	9,995,300.00	14,050.00	.995	1.000
912828H94	U.S. TREASURY BOND	02/15/2018	1.000	.920	10,000,000.00	10,017,968.75	100.375000	10,037,500.00	19,531.25	1.361	1.378
912828UJ7	U.S. TREASURY BOND	01/31/2018	.875	.990	25,000,000.00	24,936,523.44	100.211000	25,052,750.00	116,226.56	1.320	1.337
912828A91	U.S. TREASURY BOND	01/15/2017	.750	.655	25,000,000.00	25,027,343.75	100.121000	25,030,250.00	2,906.25	.292	.293
912828B74	U.S. TREASURY BOND	02/15/2017	.625	.695	25,000,000.00	24,978,515.63	100.097000	25,024,250.00	45,734.37	.377	.378
912828B74	U.S. TREASURY BOND	02/15/2017	.625	.742	25,000,000.00	24,964,843.75	100.097000	25,024,250.00	59,406.25	.376	.378
912828WL0	U.S. TREASURY BOND	05/31/2019	1.500	1.370	25,000,000.00	25,110,351.56	101.676000	25,419,000.00	308,648.44	2.594	2.666
912828F62	U.S. TREASURY BOND	10/31/2019	1.500	1.470	25,000,000.00	25,028,320.31	101.758000	25,439,500.00	411,179.69	2.984	3.085
912828B74	U.S. TREASURY BOND	02/15/2017	.625	.594	10,000,000.00	10,003,125.00	100.097000	10,009,700.00	6,575.00	.377	.378
			.886	**.833**	**280,000,000.00**	**280,331,445.32**	**100.422714**	**281,183,600.00**	**852,154.68**	**.964**	**.983**
FHLMC DISC NOTES											
313396L35	FHLMC DISC NOTE	10/19/2016	.575	.578	25,000,000.00	24,873,420.14	99.992000	24,998,000.00	124,579.86	.052	.052
313396L35	FHLMC DISC NOTE	10/19/2016	.465	.466	25,000,000.00	24,920,885.42	99.992000	24,998,000.00	77,114.58	.052	.052
313397AE1	FHLMC DISC NOTE	01/05/2017	.520	.522	25,000,000.00	24,885,888.89	99.930000	24,982,500.00	96,611.11	.264	.266
313397BZ3	FHLMC DISC NOTE	02/17/2017	.480	.482	25,000,000.00	24,920,000.00	99.874000	24,968,500.00	48,500.00	.381	.384
			.510	**.512**	**100,000,000.00**	**99,600,194.45**	**99.947000**	**99,947,000.00**	**346,805.55**	**.187**	**.188**
FHLMC BONDS											
3134G3S50	FHLMC 4Yr	11/01/2016	.625	.647	10,000,000.00	9,991,200.00	100.024000	10,002,400.00	11,200.00	.087	.088
3134G3S50	FHLMC 4Yr	11/01/2016	.625	.600	4,625,000.00	4,629,301.25	100.024000	4,626,110.00	-3,191.25	.087	.088
3134G5WA9	FHLMC 2YrNc1YrE	12/30/2016	.750	.750	25,000,000.00	25,000,000.00	100.123000	25,030,750.00	30,750.00	.248	.249
3134G7AE1	FHLMC 3YrNc1.5YrE	06/22/2018	1.200	1.230	15,000,000.00	14,986,800.00	100.044000	15,006,600.00	19,800.00	1.699	1.726
3134G66M0	FHLMC 3YrNc6MoE	06/22/2018	1.250	1.259	25,000,000.00	24,993,750.00	100.659000	25,164,750.00	171,000.00	1.699	1.726
3137EADU0	FHLMC 1.5Yr	01/27/2017	.500	.570	25,000,000.00	24,973,250.00	100.031000	25,007,750.00	34,500.00	.325	.326
3137EADU0	FHLMC 1.5Yr	01/27/2017	.500	.592	15,000,000.00	14,980,119.90	100.031000	15,004,650.00	24,530.10	.325	.326
3134G7V24	FHLMC 2YrNc6MoB	10/27/2017	.750	.750	10,000,000.00	10,000,000.00	100.007000	10,000,700.00	700.00	1.065	1.074
3137EADU0	FHLMC 1.25Yr	01/27/2017	.500	.453	25,000,000.00	25,015,000.00	100.031000	25,007,750.00	-7,250.00	.325	.326
3134G72T7	FHLMC 3YrNc6MoB	10/29/2018	1.050	1.050	5,000,000.00	5,000,000.00	100.017000	5,000,850.00	850.00	2.044	2.079
3134G72T7	FHLMC 3YrNc6MoB	10/29/2018	1.050	1.050	10,000,000.00	10,000,000.00	100.017000	10,001,700.00	1,700.00	2.044	2.079
3134G73L3	FHLMC 2YrNc6MoE	11/16/2017	.750	.750	15,000,000.00	15,000,000.00	100.044000	15,006,600.00	6,600.00	1.118	1.129
3134G7S77	FHLMC 5YrNc6MoB	10/29/2020	1.125	1.125	15,000,000.00	15,000,000.00	100.019000	15,002,850.00	2,850.00	3.959	4.082
3137EADX4	FHLMC 2Yr	12/15/2017	1.000	1.052	20,000,000.00	19,979,400.00	100.345000	20,069,000.00	89,600.00	1.195	1.208
3134G8LG2	FHLMC 13MoNc6MoE	03/09/2017	.750	.750	10,000,000.00	10,000,000.00	100.097000	10,009,700.00	9,700.00	.436	.438
3134G8LG2	FHLMC 13MoNc6MoE	03/09/2017	.750	.750	10,000,000.00	10,000,000.00	100.097000	10,009,700.00	9,700.00	.436	.438
3134G8L49	FHLMC 1.5YrNc3Mob	08/25/2017	.800	.800	5,000,000.00	5,000,000.00	99.946000	4,997,300.00	-2,700.00	.897	.901
3134G8KU2	FHLMC 5YrNc6MoB	02/26/2021	1.250	1.250	10,000,000.00	10,000,000.00	100.024000	10,002,400.00	2,400.00	4.269	4.411
3134G8L31	FHLMC 5YrNc6MoB	02/26/2021	1.250	1.250	10,000,000.00	10,000,000.00	100.039000	10,003,900.00	3,900.00	4.269	4.411
3134G8L64	FHLMC 2.5YrNc1YrE	08/24/2018	1.000	1.000	5,000,000.00	5,000,000.00	100.018000	5,000,900.00	900.00	1.876	1.899
3134G8QE2	FHLMC 3YrNc1YrE	03/29/2019	1.300	1.300	9,000,000.00	9,000,000.00	100.099000	9,008,910.00	8,910.00	2.449	2.493
3134G8QB8	FHLMC 3YrNc1YrE	03/29/2019	1.270	1.270	4,000,000.00	4,000,000.00	100.118000	4,004,720.00	4,720.00	2.450	2.493
3134G8TG4	FHLMC 3.5YrNc6MoE	10/11/2019	1.500	1.500	15,000,000.00	15,000,000.00	100.098000	15,014,700.00	14,700.00	2.931	3.030
3134G8T82	FHLMC 3YrNc6MoE	04/12/2019	1.430	1.430	25,000,000.00	25,000,000.00	100.010000	25,002,500.00	2,500.00	2.463	2.532
3134G8TU3	FHLMC 2YrNc6MoB	10/04/2018	1.120	1.120	15,000,000.00	15,000,000.00	100.000000	15,000,000.00	0.00	1.972	2.011
3134G8VG1	FHLMC 5YrNc6MoB	04/14/2021	1.500	1.500	20,000,000.00	20,000,000.00	100.013000	20,002,600.00	2,600.00	4.342	4.540
3134G8V97	FHLMC 2.25YrNc6MoB	06/29/2018	1.125	1.125	5,850,000.00	5,850,000.00	100.035000	5,852,047.50	2,047.50	1.721	1.745
3134G8WC9	FHLMC 1.5YrNc6MoB	10/13/2017	.850	.850	15,000,000.00	15,000,000.00	100.004000	15,000,600.00	600.00	1.025	1.036
3134G8VB2	FHLMC 5YrNc6MoB	04/21/2021	1.500	1.500	7,835,000.00	7,835,000.00	100.008000	7,835,626.80	626.80	4.361	4.559
3134G8WC9	FHLMC 1.5YrNc6MoB	10/13/2017	.850	.850	10,000,000.00	10,000,000.00	100.004000	10,000,400.00	400.00	1.025	1.036
3134G8X20	FHLMC 4YrNc6MoB	07/28/2020	1.300	1.300	15,000,000.00	15,000,000.00	100.005000	15,000,750.00	750.00	3.714	3.827
3134G8YS2	FHLMC 1.5YrNc3MoB	10/27/2017	.825	.825	25,000,000.00	25,000,000.00	100.007000	25,001,750.00	1,750.00	1.064	1.074
3134G8X61	FHLMC 1.5YrNc6MoB	10/27/2017	.850	.850	10,000,000.00	10,000,000.00	100.007000	10,000,700.00	700.00	1.064	1.074
3134G8XU8	FHLMC 5YrNc6MoB	04/28/2021	1.500	1.500	12,500,000.00	12,500,000.00	100.011000	12,501,375.00	1,375.00	4.381	4.578
3134G8XM6	FHLMC 5YrNc6MoB	04/28/2021	1.250	1.250	10,000,000.00	10,000,000.00	100.005000	10,000,500.00	500.00	4.413	4.578
3134G9AN7	FHLMC 4YrNc6MoB	08/10/2020	1.350	1.350	15,000,000.00	15,000,000.00	100.019000	15,002,850.00	2,850.00	3.743	3.863
3134G9BF3	FHLMC 3.5YrNc3MoB	11/12/2019	1.000	1.000	10,425,000.00	10,425,000.00	100.000000	10,425,000.00	0.00	3.050	3.118
3134G8YZ6	FHLMC 5YrNc6MoB	04/28/2021	1.500	1.500	8,700,000.00	8,700,000.00	100.009000	8,700,783.00	783.00	4.381	4.578
3134G9JX6	FHLMC 5YrNc3MoB	06/09/2021	1.600	1.600	15,000,000.00	15,000,000.00	100.032000	15,004,800.00	4,800.00	4.481	4.693
3134G9JW8	FHLMC 5YrNc3MoB	05/25/2021	1.500	1.500	20,000,000.00	20,000,000.00	100.012000	20,002,400.00	2,400.00	4.455	4.652
3134G9NU7	FHLMC 5YrNc3MoB	06/16/2021	1.500	1.504	15,000,000.00	14,997,000.00	100.029000	15,004,350.00	7,350.00	4.513	4.712
3134G9PC5	FHLMC 3YrNc3MoB	06/20/2019	1.000	1.000	15,000,000.00	15,000,000.00	100.035000	15,005,250.00	5,250.00	2.672	2.721
3134G9UM7	FHLMC 5YrNc3MoB	06/30/2021	1.500	1.500	15,000,000.00	15,000,000.00	99.999000	14,999,850.00	-150.00	4.552	4.751
3134G9VA2	FHLMC 5YrNc6MoB	06/30/2021	1.300	1.300	15,000,000.00	15,000,000.00	99.964000	14,994,600.00	-5,400.00	4.577	4.751
3134G9UX3	FHLMC 5YrNc3MoB	06/30/2021	1.500	1.500	10,000,000.00	10,000,000.00	99.816000	9,981,600.00	-18,400.00	4.552	4.751
3134G9UH8	FHLMC 3.5YrNc3MoB	12/30/2019	1.000	1.000	15,000,000.00	15,000,000.00	100.009000	15,001,350.00	1,350.00	3.182	3.249
3134G9XA0	FHLMC 5YrNc6MoB	07/13/2021	1.250	1.250	15,000,000.00	15,000,000.00	100.015000	15,002,250.00	2,250.00	4.620	4.786
3134G9C70	FHLMC 2YrNc6MoE	07/20/2018	.820	.820	10,000,000.00	10,000,000.00	99.810000	9,981,000.00	-19,000.00	1.786	1.803

Attachment: PIF0916 (2688 : Monthly Disclosure Rpt on Investments September 2016)

CUSIP	Description	Maturity Date	Coupon	Yield To Maturity	Par Value	Book Value	Market Price	Market Value	Unrealized Gain/Loss	Modified Duration	Years To Maturity
3134G9M38	FHLMC 1.25YrNc3MoB	10/27/2017	.700	.700	10,000,000.00	10,000,000.00	99.851000	9,985,100.00	-14,900.00	1.066	1.074
3134G9Q75	FHLMC 3YrNc3MoB	07/26/2019	1.250	1.250	10,000,000.00	10,000,000.00	100.002000	10,000,200.00	200.00	2.759	2.819
3134G9Q67	FHLMC 2YrNc3MoB	07/27/2018	1.050	1.050	10,000,000.00	10,000,000.00	99.973000	9,997,300.00	-2,700.00	1.800	1.822
3134G9S40	FHLMC 4YrNc6MoB	07/27/2020	1.150	1.150	15,000,000.00	15,000,000.00	99.909000	14,986,350.00	-13,650.00	3.724	3.825
3134G9R66	FHLMC 5YrNc3MoB	08/10/2021	1.250	1.250	15,000,000.00	15,000,000.00	99.967000	14,995,050.00	-4,950.00	4.694	4.863
3134G9S57	FHLMC 4YrNc6MoB	08/10/2020	1.150	1.150	15,000,000.00	15,000,000.00	99.848000	14,977,200.00	-22,800.00	3.760	3.863
3134G9T23	FHLMC 5YrNc3MoB	08/10/2021	1.250	1.250	10,000,000.00	10,000,000.00	99.922000	9,992,200.00	-7,800.00	4.694	4.863
3134G9U47	FHLMC 5YrNc3MoB	08/25/2021	1.500	1.500	15,000,000.00	15,000,000.00	99.796000	14,969,400.00	-30,600.00	4.703	4.904
3134G95W3	FHLMC 5YrNc3MoB	08/25/2021	1.500	1.500	10,000,000.00	10,000,000.00	99.707000	9,970,700.00	-29,300.00	4.703	4.904
3134G96A0	FHLMC 5YrNc3MoB	08/25/2021	1.375	1.375	15,000,000.00	15,000,000.00	100.008000	15,001,200.00	1,200.00	4.719	4.904
3134GABZ6	FHLMC 3.5YrNc1YrE	02/25/2020	1.250	1.250	10,000,000.00	10,000,000.00	100.003000	10,000,300.00	300.00	3.317	3.405
3134GAEB6	FHLMC 4.25YrNc3MoB	12/08/2020	1.250	1.250	20,000,000.00	20,000,000.00	99.944000	19,988,800.00	-11,200.00	4.053	4.192
3134GAEG5	FHLMC 5YrNc6MoB	08/24/2021	1.250	1.250	20,000,000.00	20,000,000.00	99.971000	19,994,200.00	-5,800.00	4.733	4.901
3134GADP6	FHLMC 5YrNc3MoB	09/13/2021	1.500	1.500	16,500,000.00	16,500,000.00	99.979000	16,496,535.00	-3,465.00	4.753	4.956
3134GAET7	FHLMC 5YrNc3MoB	09/30/2021	1.500	1.500	20,000,000.00	20,000,000.00	100.095000	20,019,000.00	19,000.00	4.800	5.003
3134GAKY9	FHLMC 5YrNc6MoB	09/30/2021	1.450	1.450	15,000,000.00	15,000,000.00	100.168000	15,025,200.00	25,200.00	4.806	5.003
3134GANB6	FHLMC 5YrNc6MoB	09/30/2021	1.350	1.350	15,000,000.00	15,000,000.00	99.867000	14,980,050.00	-19,950.00	4.819	5.003
			1.145	**1.150**	**889,435,000.00**	**889,355,821.15**	**100.026242**	**889,668,407.30**	**312,586.15**	**2.890**	**2.986**
FNMA DISC NOTES											
313588K38	FNMA DISC NOTE	10/11/2016	.660	.664	25,000,000.00	24,862,500.00	99.996000	24,999,000.00	136,500.00	.030	.030
313588K46	FNMA DISC NOTE	10/12/2016	.640	.643	25,000,000.00	24,871,555.56	99.995000	24,998,750.00	127,194.44	.033	.033
313589AS2	FNMA DISC NOTE	01/17/2017	.530	.532	15,000,000.00	14,946,558.33	99.921000	14,988,150.00	41,591.67	.297	.299
313589FM0	FNMA DISC NOTE	05/12/2017	.550	.553	25,000,000.00	24,876,250.00	99.718000	24,929,500.00	53,250.00	.610	.614
			.602	**.605**	**90,000,000.00**	**89,556,863.89**	**99.906000**	**89,915,400.00**	**358,536.11**	**.236**	**.238**
FNMA BONDS											
3136G2SX6	FNMA 3YrNc1YrE	11/28/2018	1.200	1.200	5,000,000.00	5,000,000.00	100.062000	5,003,100.00	3,100.00	2.119	2.162
3136G2SX6	FNMA 3YrNc1YrE	11/28/2018	1.200	1.200	5,000,000.00	5,000,000.00	100.062000	5,003,100.00	3,100.00	2.119	2.162
3136G2SX6	FNMA 3YrNc1YrE	11/28/2018	1.200	1.200	5,000,000.00	5,000,000.00	100.062000	5,003,100.00	3,100.00	2.119	2.162
3136G2XR3	FNMA 4YrNc6MoB	02/19/2020	1.350	1.350	15,000,000.00	15,000,000.00	100.018000	15,002,700.00	2,700.00	3.294	3.389
3136G2YT8	FNMA 5YrNc6MoB	02/26/2021	1.125	1.125	15,000,000.00	15,000,000.00	99.987000	14,998,050.00	-1,950.00	4.282	4.411
3136G2ZB6	FNMA 4YrNC6MoB	03/09/2020	1.000	1.000	10,000,000.00	10,000,000.00	100.026000	10,002,600.00	2,600.00	3.373	3.441
3136G3BX2	FNMA 4YrNc6MoB	03/09/2020	1.300	1.300	15,000,000.00	15,000,000.00	100.029000	15,004,350.00	4,350.00	3.353	3.441
3136G3EH4	FNMA 4YrNc6MoB	03/30/2020	1.250	1.250	10,000,000.00	10,000,000.00	100.087000	10,008,700.00	8,700.00	3.414	3.499
3136G3EE1	FNMA 3YrNc6MoB	03/29/2019	1.000	1.000	20,000,000.00	20,000,000.00	100.057000	20,011,400.00	11,400.00	2.460	2.493
3136G3DV4	FNMA 5YrNc6MoB	03/30/2021	1.375	1.375	15,000,000.00	15,000,000.00	99.966000	14,994,900.00	-5,100.00	4.349	4.499
3136G3HL2	FNMA 4YrNc6MoB	04/07/2020	1.300	1.300	15,000,000.00	15,000,000.00	100.000000	15,000,000.00	0.00	3.408	3.521
3136G3PB5	FNMA 5YrNc6MoB	06/09/2021	1.550	1.550	15,000,000.00	15,000,000.00	100.050000	15,007,500.00	7,500.00	4.487	4.693
3136G3RL1	FNMA 3.5YrNc6MoB	12/16/2019	1.500	1.500	5,000,000.00	5,000,000.00	99.723000	4,986,150.00	-13,850.00	3.111	3.211
3136G3SG1	FNMA 4.25YrNc6MoB	09/09/2020	1.400	1.400	15,000,000.00	15,000,000.00	100.012000	15,001,800.00	1,800.00	3.825	3.945
3136G3TG0	FNMA 4YrNc6MoB	06/30/2020	1.150	1.150	20,000,000.00	20,000,000.00	99.997000	19,999,400.00	-600.00	3.650	3.751
3136G3WC5	FNMA 4YrNc6MoE	07/13/2020	1.350	1.350	10,000,000.00	10,000,000.00	100.001000	10,000,100.00	100.00	3.669	3.786
3134G9B55	FNMA 2YrNc6MoE	07/20/2018	1.000	1.000	25,000,000.00	25,000,000.00	99.805000	24,951,250.00	-48,750.00	1.782	1.803
3136G3SY2	FNMA 3.25YrNc6MoB	09/30/2019	1.250	1.250	7,500,000.00	7,500,000.00	99.846000	7,488,450.00	-11,550.00	2.935	3.000
3136G3XE0	FNMA 2YrNc6MoE	07/27/2018	.800	.800	15,000,000.00	15,000,000.00	99.807000	14,971,050.00	-28,950.00	1.806	1.822
3136G3XT7	FNMA 5YrNc6MoB	07/27/2021	1.250	1.250	15,000,000.00	15,000,000.00	99.746000	14,961,900.00	-38,100.00	4.658	4.825
3135G0M26	FNMA 3YrNc6MoE	07/26/2019	1.000	1.000	10,000,000.00	10,000,000.00	99.604000	9,960,400.00	-39,600.00	2.771	2.819
3135G0M26	FNMA 3YrNc6MoE	07/26/2019	1.000	1.000	10,000,000.00	10,000,000.00	99.604000	9,960,400.00	-39,600.00	2.771	2.819
3136G3XS9	FNMA 2.5YrNc6MoE	01/25/2019	.875	.900	7,500,000.00	7,495,350.00	99.562000	7,467,150.00	-28,200.00	2.287	2.321
3136G3ZW8	FNMA 5YrNc6MoB	07/27/2021	1.250	1.250	20,000,000.00	20,000,000.00	99.815000	19,963,000.00	-37,000.00	4.658	4.825
3136G3A62	FNMA 3YrNc1YrE	07/26/2019	1.050	1.050	15,000,000.00	15,000,000.00	99.916000	14,987,400.00	-12,600.00	2.769	2.819
3136G3P25	FNMA 3.5YrNc1YrE	07/26/2019	1.125	1.125	25,000,000.00	25,000,000.00	99.867000	24,966,750.00	-33,250.00	2.765	2.819
3136G3Y74	FNMA 4YrNc6MoB	11/24/2020	1.125	1.125	15,000,000.00	15,000,000.00	99.651000	14,947,650.00	-52,350.00	4.028	4.153
			1.175	**1.175**	**360,000,000.00**	**359,995,350.00**	**99.903431**	**359,652,350.00**	**-343,000.00**	**3.276**	**3.366**
FHLB DISC NOTES											
313384J34	FHLB DISC NOTE	10/03/2016	.620	.623	25,000,000.00	24,870,833.33	99.998889	24,999,722.22	128,888.89	.008	.008
313397AE1	FHLB DISC NOTE	01/05/2017	.600	.603	7,000,000.00	6,964,066.67	99.925333	6,994,773.33	30,706.66	.264	.266
313385AK2	FHLB DISC NOTE	01/10/2017	.630	.633	15,000,000.00	14,920,725.00	99.921444	14,988,216.67	67,491.67	.278	.279
313385AK2	FHLB DISC NOTE	01/10/2017	.630	.633	15,000,000.00	14,920,725.00	99.921444	14,988,216.67	67,491.67	.278	.279
313384K40	FHLB DISC NOTE	10/12/2016	.445	.446	25,000,000.00	24,941,902.78	99.993889	24,998,472.22	56,569.44	.033	.033
313385BQ8	FHLB DISC NOTE	02/08/2017	.570	.573	20,000,000.00	19,904,050.00	99.895278	19,979,055.56	75,005.56	.357	.359
313385BK1	FHLB DISC NOTE	02/03/2017	.570	.573	5,000,000.00	4,976,487.50	99.899306	4,994,965.28	18,477.78	.343	.345
313385AE6	FHLB DISC NOTE	01/05/2017	.530	.532	5,000,000.00	4,980,272.22	99.925333	4,996,266.67	15,994.45	.264	.266
313385AJ5	FHLB DISC NOTE	01/09/2017	.530	.532	25,000,000.00	24,899,888.89	99.922222	24,980,555.56	80,666.67	.275	.277
313385AS5	FHLB DISC NOTE	01/17/2017	.530	.532	25,000,000.00	24,898,048.61	99.916000	24,979,000.00	80,951.39	.297	.299
313385AS5	FHLB DISC NOTE	01/17/2017	.530	.532	25,000,000.00	24,898,048.61	99.916000	24,979,000.00	80,951.39	.297	.299
313385BZ8	FHLB DISC NOTE	02/17/2017	.560	.563	25,000,000.00	24,882,555.56	99.888028	24,972,006.94	89,451.38	.381	.384
313385AV8	FHLB DISC NOTE	01/20/2017	.530	.532	15,000,000.00	14,939,491.67	99.913667	14,987,050.00	47,558.33	.305	.307
313385AU0	FHLB DISC NOTE	01/19/2017	.530	.532	25,000,000.00	24,901,361.11	99.914444	24,978,611.11	77,250.00	.302	.304
313385BX3	FHLB DISC NOTE	02/15/2017	.540	.542	25,000,000.00	24,889,750.00	99.889639	24,972,409.72	82,659.72	.376	.378
313385CD6	FHLB DISC NOTE	02/21/2017	.570	.573	35,000,000.00	34,833,750.00	99.884806	34,959,681.94	125,931.94	.392	.395
313385CD6	FHLB DISC NOTE	02/21/2017	.570	.573	25,000,000.00	24,883,625.00	99.884806	24,971,201.39	87,576.39	.392	.395
313385AK2	FHLB DISC NOTE	01/10/2017	.465	.466	25,000,000.00	24,933,156.25	99.921444	24,980,361.11	47,204.86	.278	.279
313384K40	FHLB DISC NOTE	10/12/2016	.400	.401	25,000,000.00	24,968,333.33	99.993889	24,998,472.22	30,138.89	.033	.033
313384K40	FHLB DISC NOTE	10/12/2016	.400	.401	25,000,000.00	24,968,333.33	99.993889	24,998,472.22	30,138.89	.033	.033
313385BH8	FHLB DISC NOTE	02/01/2017	.520	.522	25,000,000.00	24,919,833.33	99.900917	24,975,229.17	55,395.84	.338	.340
313384J34	FHLB DISC NOTE	10/03/2016	.410	.410	25,000,000.00	24,971,243.06	99.998889	24,999,722.22	28,479.16	.008	.008
313385HM1	FHLB DISC NOTE	06/29/2017	.550	.553	25,000,000.00	24,860,972.22	99.641000	24,910,250.00	49,277.78	.741	.745
313385GX8	FHLB DISC NOTE	06/15/2017	.550	.553	25,000,000.00	24,868,611.11	99.657333	24,914,333.33	45,722.22	.702	.707
313385AM8	FHLB DISC NOTE	01/12/2017	.420	.421	25,000,000.00	24,944,875.00	99.919889	24,979,972.22	35,097.22	.284	.285
313385AL0	FHLB DISC NOTE	01/11/2017	.440	.441	25,000,000.00	24,944,388.89	99.920667	24,980,166.67	35,777.78	.281	.282
			.517	**.519**	**567,000,000.00**	**564,885,328.47**	**99.904089**	**566,456,184.44**	**1,570,855.97**	**.291**	**.293**
FHLB BONDS											
313383EP2	FHLB 5YrNc3MoB	06/20/2018	1.250	1.250	3,719,720.08	3,719,720.08	100.123000	3,724,295.34	4,575.26	1.693	1.721
3130A6R74	FHLB 1YrNc3MoB	11/25/2016	.550	.550	25,000,000.00	25,000,000.00	100.025000	25,006,250.00	6,250.00	.153	.153
3130A6V95	FHLB 2Yr	12/01/2017	1.020	1.020	10,000,000.00	10,000,000.00	100.248000	10,024,800.00	24,800.00	1.156	1.170
3130A6VS3	FHLB 1Yr	12/14/2016	.750	.811	15,370,000.00	15,360,624.30	100.104000	15,385,984.80	25,360.50	.205	.205
3130A6W94	FHLB 3YrNc1YrE	12/28/2018	1.360	1.360	15,000,000.00	15,000,000.00	100.135000	15,020,250.00	20,250.00	2.196	2.244
3130A7BY0	FHLB 1YrNc3MoB	02/17/2017	.720	.720	25,000,000.00	25,000,000.00	100.037000	25,009,250.00	9,250.00	.382	.384
3130A1NN4	FHLB 1.5Yr	05/24/2017	.875	.728	25,000,000.00	25,046,250.00	100.226000	25,056,500.00	10,250.00	.645	.647
3130A7H57	FHLB 2.5YrNc1YrE	09/28/2018	1.100	1.100	5,000,000.00	5,000,000.00	100.054000	5,002,700.00	2,700.00	1.967	1.995
3130A7PV1	FHLB 5Yr	04/05/2021	1.375	1.390	5,000,000.00	4,996,350.00	100.420000	5,021,000.00	24,650.00	4.333	4.515
3130A7PU3	FHLB 4Yr	04/06/2020	1.200	1.210	10,000,000.00	9,996,000.00	100.185000	10,018,500.00	22,500.00	3.413	3.518
3130A7TT2	FHLB 1YrNc3MoB	04/28/2017	.650	.650	25,000,000.00	25,000,000.00	100.003000	25,000,750.00	750.00	.574	.575
3130A7TT2	FHLB 1YrNc3MoB	04/28/2017	.650	.650	15,000,000.00	15,000,000.00	100.003000	15,000,450.00	450.00	.574	.575
3130A7TT2	FHLB 1YrNc3MoB	04/28/2017	.650	.650	10,000,000.00	10,000,000.00	100.003000	10,000,300.00	300.00	.574	.575
3130A8JR5	FHLB 1YrNc3MoB	06/30/2017	.650	.650	50,000,000.00	50,000,000.00	100.026000	50,013,000.00	13,000.00	.746	.748
3130A8L35	FHLB 1YrNc7MoE	07/20/2017	.750	.750	15,000,000.00	15,000,000.00	100.006000	15,000,900.00	900.00	.801	.803
3130A8L35	FHLB 1YrNc7MoE	07/20/2017	.750	.750	25,000,000.00	25,000,000.00	100.006000	25,001,500.00	1,500.00	.801	.803
3130A8L35	FHLB 1YrNc7MoE	07/20/2017	.750	.750	10,000,000.00	10,000,000.00	100.006000	10,000,600.00	600.00	.801	.803
3130A8NF6	FHLB 3Yr	07/01/2020	.771	.771	25,000,000.00	25,000,000.00	99.982000	24,995,500.00	-4,500.00	3.688	3.753

Attachment: PIF0916 (2688 : Monthly Disclosure Rpt on Investments September 2016)

CUSIP	Description	Maturity Date	Coupon	Yield To Maturity	Par Value	Book Value	Market Price	Market Value	Unrealized Gain/Loss	Modified Duration	Years To Maturity
3130A8PK3	FHLB 2Yr	08/07/2018	.625	.726	5,000,000.00	4,989,600.00	99.610000	4,980,500.00	-9,100.00	1.837	1.852
3130A8PK3	FHLB 2Yr	08/07/2018	.625	.726	25,000,000.00	24,948,000.00	99.610000	24,902,500.00	-45,500.00	1.837	1.852
3130A8PK3	FHLB 2Yr	08/07/2018	.625	.726	10,000,000.00	9,979,200.00	99.610000	9,961,000.00	-18,200.00	1.837	1.852
3130A8NZ2	FHLB 1.5Yr	01/08/2018	.650	.618	15,000,000.00	15,007,200.00	99.816000	14,972,400.00	-34,800.00	1.263	1.274
3130A8NZ2	FHLB 1.5Yr	01/08/2018	.650	.608	10,000,000.00	10,006,200.00	99.816000	9,981,600.00	-24,600.00	1.264	1.274
3130A8WS8	FHLB 2YrNc1YrE	11/23/2018	1.000	1.000	9,500,000.00	9,500,000.00	99.970000	9,497,150.00	-2,850.00	2.112	2.148
3130A8UH4	FHLB 3YrNc3MoB	08/15/2019	.750	.750	25,000,000.00	25,000,000.00	99.945000	24,986,250.00	-13,750.00	2.836	2.874
3130A8Y72	FHLB 3Yr	08/05/2019	.875	.940	15,000,000.00	14,971,200.00	99.630000	14,944,500.00	-26,700.00	2.802	2.847
3130A9AE1	FHLB 2Yr	10/01/2018	.875	.908	10,000,000.00	9,993,200.00	99.956000	9,995,600.00	2,400.00	1.972	2.003
3130A9DH1	FHLB 5YrNc3MoB	09/30/2021	1.350	1.350	15,000,000.00	15,000,000.00	99.900000	14,985,000.00	-15,000.00	4.819	5.003
3130A9DA6	FHLB 5YrNc3MoB	09/30/2021	1.350	1.350	15,000,000.00	15,000,000.00	99.978000	14,996,700.00	-3,300.00	4.819	5.003
3130A9FU0	FHLB 4Yr	09/22/2020	.693	.693	10,000,000.00	10,000,000.00	99.804000	9,980,400.00	-19,600.00	3.922	3.981
3130A9FM8	FHLB 4Yr	09/22/2020	.693	.693	15,000,000.00	15,000,000.00	99.804000	14,970,600.00	-29,400.00	3.922	3.981
3130A9FR7	FHLB 4Yr	09/28/2020	.677	.677	10,000,000.00	10,000,000.00	99.804000	9,980,400.00	-19,600.00	3.945	3.997
3130A9FR7	FHLB 4Yr	09/28/2020	.677	.677	15,000,000.00	15,000,000.00	99.804000	14,970,600.00	-29,400.00	3.945	3.997
			.796	**.799**	**518,589,720.08**	**518,513,544.38**	**99.961050**	**518,387,730.14**	**-125,814.24**	**1.824**	**1.856**
FFCB DISC NOTES											
313312K58	FFCB DISC NOTE	10/13/2016	.460	.462	25,000,000.00	24,890,430.56	99.995000	24,998,750.00	108,319.44	.035	.036
313312K90	FFCB DISC NOTE	10/17/2016	.650	.653	10,000,000.00	9,950,166.67	99.993000	9,999,300.00	49,133.33	.046	.047
313313AT5	FFCB DISC NOTE	01/18/2017	.560	.563	15,000,000.00	14,933,033.33	99.920000	14,988,000.00	54,966.67	.299	.301
313313CE6	FFCB DISC NOTE	02/22/2017	.600	.603	10,000,000.00	9,946,333.33	99.870000	9,987,000.00	40,666.67	.395	.397
313313AT5	FFCB DISC NOTE	01/18/2017	.540	.542	25,000,000.00	24,895,375.00	99.920000	24,980,000.00	84,625.00	.300	.301
313313BY3	FFCB DISC NOTE	02/16/2017	.560	.563	25,000,000.00	24,880,611.11	99.875000	24,968,750.00	88,138.89	.378	.381
313313AM0	FFCB DISC NOTE	01/12/2017	.530	.532	15,000,000.00	14,941,037.50	99.924000	14,988,600.00	47,562.50	.283	.285
313313AM0	FFCB DISC NOTE	01/12/2017	.530	.532	10,000,000.00	9,960,838.89	99.924000	9,992,400.00	31,561.11	.283	.285
313313AM0	FFCB DISC NOTE	01/12/2017	.530	.532	15,000,000.00	14,941,258.33	99.924000	14,988,600.00	47,341.67	.283	.285
313313AM0	FFCB DISC NOTE	01/12/2017	.530	.532	10,000,000.00	9,960,838.89	99.924000	9,992,400.00	31,561.11	.283	.285
313313BC1	FFCB DISC NOTE	01/27/2017	.530	.532	20,000,000.00	19,918,733.33	99.913000	19,982,600.00	63,866.67	.324	.326
313313BC1	FFCB DISC NOTE	01/27/2017	.530	.532	20,000,000.00	19,919,027.78	99.913000	19,982,600.00	63,572.22	.324	.326
313313BV9	FFCB DISC NOTE	02/13/2017	.560	.563	25,000,000.00	24,888,777.78	99.878000	24,969,500.00	80,722.22	.370	.373
313313BR8	FFCB DISC NOTE	02/09/2017	.550	.552	25,000,000.00	24,893,437.50	99.882000	24,970,500.00	77,062.50	.359	.362
313313BZ0	FFCB DISC NOTE	02/17/2017	.500	.502	5,000,000.00	4,983,194.44	99.874000	4,993,700.00	10,505.56	.381	.384
313313FK9	FFCB DISC NOTE	05/10/2017	.610	.613	25,000,000.00	24,864,020.83	99.720000	24,930,000.00	65,979.17	.604	.608
313313GH5	FFCB DISC NOTE	06/01/2017	.570	.573	15,000,000.00	14,919,963.00	99.679000	14,951,850.00	31,887.00	.664	.668
313313BW7	FFCB DISC NOTE	02/14/2017	.460	.461	20,000,000.00	19,941,222.22	99.877000	19,975,400.00	34,177.78	.373	.375
313313GH5	FFCB DISC NOTE	06/01/2017	.570	.573	25,000,000.00	24,866,604.17	99.679000	24,919,750.00	53,145.83	.664	.668
313313HM3	FFCB DISC NOTE	06/29/2017	.570	.573	25,000,000.00	24,856,312.50	99.641000	24,910,250.00	53,937.50	.740	.745
313313GB8	FFCB DISC NOTE	05/26/2017	.530	.533	25,000,000.00	24,880,750.00	99.700000	24,925,000.00	44,250.00	.648	.652
313313HB7	FFCB DISC NOTE	06/19/2017	.600	.603	25,000,000.00	24,872,916.67	99.655000	24,913,750.00	40,833.33	.713	.718
313313HV3	FFCB DISC NOTE	07/07/2017	.610	.613	25,000,000.00	24,866,562.50	99.600000	24,900,000.00	33,437.50	.762	.767
313313BG2	FFCB DISC NOTE	01/31/2017	.440	.441	25,000,000.00	24,957,222.22	99.910000	24,977,500.00	20,277.78	.335	.337
			.546	**.548**	**465,000,000.00**	**462,928,668.55**	**99.824989**	**464,186,200.00**	**1,257,531.45**	**.436**	**.439**
FFCB BONDS											
3133EDXQ0	FFCB 5Yr	10/10/2019	.588	.588	15,000,000.00	15,000,000.00	99.606000	14,940,900.00	-59,100.00	3.016	3.027
3133EDXQ0	FFCB 5Yr	10/10/2019	.588	.588	25,000,000.00	25,000,000.00	99.606000	24,901,500.00	-98,500.00	3.016	3.027
3133EDXQ0	FFCB 5Yr	10/10/2019	.588	.596	10,000,000.00	9,997,560.00	99.606000	9,960,600.00	-36,960.00	3.016	3.027
3133EEZR4	FFCB 2Yr	04/21/2017	.600	.600	10,000,000.00	10,000,000.00	100.063000	10,006,300.00	6,300.00	.555	.556
3133EEJ43	FFCB 2Yr	05/08/2017	.650	.680	15,000,000.00	14,991,000.00	100.054000	15,008,100.00	17,100.00	.602	.603
3133EE3Y4	FFCB 1.5Yr	01/13/2017	.500	.500	10,000,000.00	10,000,000.00	100.017000	10,001,700.00	1,700.00	.287	.288
3133EE6A3	FFCB 1.5Yr	02/06/2017	.590	.590	10,000,000.00	10,000,000.00	100.051000	10,005,100.00	5,100.00	.352	.353
3133EE6A3	FFCB 1.5Yr	02/06/2017	.590	.590	10,000,000.00	10,000,000.00	100.051000	10,005,100.00	5,100.00	.352	.353
3133EE6A3	FFCB 1.5Yr	02/06/2017	.590	.635	15,000,000.00	14,989,950.00	100.051000	15,007,650.00	17,700.00	.352	.353
3133EFHH3	FFCB 3YrNc3MoA	10/15/2018	1.110	1.110	5,000,000.00	5,000,000.00	100.000000	5,000,000.00	0.00	2.003	2.041
3133EFEM5	FFCB 2Yr	09/25/2017	.900	.650	25,250,000.00	25,371,578.75	100.163000	25,291,157.50	-80,421.25	.981	.986
3133EEN48	FFCB 2Yr	05/22/2017	.625	.547	15,650,000.00	15,669,343.40	99.885000	15,632,002.50	-37,340.90	.641	.641
3133EFJK4	FFCB 1.25Yr	01/13/2017	.430	.449	24,000,000.00	23,994,480.00	100.021000	24,005,040.00	10,560.00	.287	.288
3133EFKR7	FFCB 1.5 Yr	04/21/2017	.500	.533	25,000,000.00	24,987,765.25	99.955000	24,988,750.00	984.75	.556	.556
3133EFLN5	FFCB 1Yr	11/28/2016	.450	.450	15,000,000.00	15,000,000.00	100.039000	15,005,850.00	5,850.00	.161	.162
3133EFLM7	FFCB 1.5Yr	03/27/2017	.520	.520	10,000,000.00	10,000,000.00	100.001000	10,000,100.00	100.00	.486	.488
3133EFNK9	FFCB 2Yr	02/09/2018	.593	.593	15,000,000.00	15,000,000.00	100.088000	15,013,200.00	13,200.00	1.355	1.362
3133EFNK9	FFCB 2Yr	02/09/2018	.593	.593	20,000,000.00	20,000,000.00	100.088000	20,017,600.00	17,600.00	1.355	1.362
3133EFQJ9	FFCB 3Yr	11/23/2018	.666	.638	10,000,000.00	10,006,056.38	100.022000	10,002,200.00	-3,856.38	2.138	2.148
3133EFE52	FFCB 3Yr	02/25/2019	.795	.795	15,000,000.00	15,000,000.00	100.314000	15,047,100.00	47,100.00	2.381	2.405
3133EFE52	FFCB 3Yr	02/25/2019	.795	.795	5,000,000.00	5,000,000.00	100.314000	5,015,700.00	15,700.00	2.381	2.405
3133EFM61	FFCB 2.5Yr	09/17/2018	.751	.751	5,000,000.00	5,000,000.00	100.274000	5,013,700.00	13,700.00	1.950	1.964
3133EFP84	FFCB 3 Yr	04/04/2019	.723	.723	25,000,000.00	25,000,000.00	100.126000	25,031,500.00	31,500.00	2.488	2.510
3133EFT56	FFCB 4Yr	04/01/2020	.758	.758	25,000,000.00	25,000,000.00	100.056000	25,014,000.00	14,000.00	3.458	3.504
3133EFV38	FFCB 3YrNc1YrA	03/29/2019	1.250	1.250	10,310,000.00	10,310,000.00	100.030000	10,313,093.00	3,093.00	2.451	2.493
3133EF2Z9	FFCB 4Yr	04/13/2020	.772	.772	50,000,000.00	50,000,000.00	100.087000	50,043,500.00	43,500.00	3.490	3.537
3133EF5D5	FFCB 4YrNc1YrA	04/27/2020	1.420	1.420	7,700,000.00	7,700,000.00	100.131000	7,710,087.00	10,087.00	3.453	3.575
3133EGCE3	FFCB 5Yr	05/25/2021	.795	.795	10,000,000.00	10,000,000.00	100.110000	10,011,000.00	11,000.00	4.575	4.652
3133EGCE3	FFCB 5Yr	05/25/2021	.795	.795	10,000,000.00	10,000,000.00	100.110000	10,011,000.00	11,000.00	4.575	4.652
3133EGLV5	FFCB 3Yr	07/15/2019	.714	.714	5,000,000.00	5,000,000.00	100.028000	5,001,400.00	1,400.00	2.764	2.789
3133EGNY7	FFCB 2.5YrNc3MoA	01/28/2019	1.110	1.110	25,000,000.00	25,000,000.00	99.716000	24,929,000.00	-71,000.00	2.288	2.329
3133EGSA4	FFCB 4YrNc1YrA	08/24/2020	1.320	1.320	10,000,000.00	10,000,000.00	99.804000	9,980,400.00	-19,600.00	3.784	3.901
3133EGVM4	FFCB 1.25Yr	12/22/2017	.700	.765	15,000,000.00	14,988,000.00	99.934000	14,990,100.00	2,100.00	1.218	1.227
3133EGVK8	FFCB 4YrNc1YrA	09/21/2020	1.350	1.350	10,000,000.00	10,000,000.00	99.855000	9,985,500.00	-14,500.00	3.856	3.978
			.730	**.722**	**512,910,000.00**	**513,005,733.78**	**99.996087**	**512,889,930.00**	**-115,803.78**	**1.972**	**1.997**
FMAC DISC NOTES											
31315KK90	FAMCA DISC NOTE	10/17/2016	.720	.725	10,000,000.00	9,937,400.00	99.993000	9,999,300.00	61,900.00	.046	.047
31315KJ35	FAMCA DISC NOTE	10/03/2016	.700	.704	15,000,000.00	14,918,625.00	100.000000	15,000,000.00	81,375.00	.008	.008
31315KJ35	FAMCA DISC NOTE	10/03/2016	.700	.704	25,000,000.00	24,864,375.00	100.000000	25,000,000.00	135,625.00	.008	.008
31315LAT5	FAMCA DISC NOTE	01/18/2017	.680	.684	20,000,000.00	19,884,022.22	99.920000	19,984,000.00	99,977.78	.299	.301
31315LBA5	FAMCA DISC NOTE	01/25/2017	.550	.552	20,000,000.00	19,923,611.11	99.915000	19,983,000.00	59,388.89	.319	.321
31315LAC2	FAMCA DISC NOTE	01/03/2017	.540	.501	25,000,000.00	24,931,944.44	99.931000	24,982,750.00	50,805.56	.259	.260
			.637	**.632**	**115,000,000.00**	**114,459,977.77**	**99.955696**	**114,949,050.00**	**489,072.23**	**.171**	**.172**
FARMER MAC											
31315P2K4	FAMCA 3Yr	09/05/2017	1.120	1.120	8,850,000.00	8,850,000.00	100.396000	8,885,046.00	35,046.00	.923	.932
3132X0CY5	FAMCA 1Yr	02/23/2017	.500	.500	25,000,000.00	25,000,000.00	100.000000	25,000,000.00	0.00	.399	.400
3132X0ED9	FAMCA 3Yr	03/19/2019	.927	.927	10,000,000.00	10,000,000.00	99.996000	9,999,600.00	-400.00	2.447	2.466
3132X0EV9	FAMCA 3Yr	07/26/2019	.861	.861	15,000,000.00	15,000,000.00	100.132000	15,019,800.00	19,800.00	2.784	2.819
			.758	**.758**	**58,850,000.00**	**58,850,000.00**	**100.092517**	**58,904,446.00**	**54,446.00**	**1.434**	**1.448**
MUNI ZER0 CPNS											
91411SL81	UC REGENTS	11/08/2016	.530	.530	50,000,000.00	49,960,250.00	99.944056	49,972,027.78	11,777.78	.106	.107
91411SKT6	UC REGENTS	10/27/2016	.450	.450	50,000,000.00	49,978,750.00	99.967500	49,983,750.00	5,000.00	.074	.074
			.490	**.490**	**100,000,000.00**	**99,939,000.00**	**99.955778**	**99,955,777.78**	**16,777.78**	**.090**	**.090**
MUNI BONDS											
20772JL34	CONNECTICUT ST	08/01/2018	2.250	1.398	25,000,000.00	25,613,250.00	102.453000	25,613,250.00	0.00	1.791	1.836
93974DSZ2	WASHINGTON STATE	08/01/2017	.830	.830	12,885,000.00	12,885,000.00	100.000000	12,885,000.00	0.00	.831	.836
882723A33	TEXAS ST	10/01/2019	1.497	1.497	5,000,000.00	5,000,000.00	100.000000	5,000,000.00	0.00	2.907	3.003

Attachment: PIF0916 (2688 : Monthly Disclosure Rpt on Investments September 2016)

CUSIP	Description	Maturity Date	Coupon	Yield To Maturity	Par Value	Book Value	Market Price	Market Value	Unrealized Gain/Loss	Modified Duration	Years To Maturity
882723ZZ5	TEXAS ST	10/01/2017	.723	.723	7,500,000.00	7,500,000.00	100.000000	7,500,000.00	0.00	.994	1.003
13063CXT2	CALIFORNIA STATE	11/01/2016	.500	.401	55,960,000.00	56,014,840.80	100.098000	56,014,840.80	0.00	.087	.088
13063CFD7	CALIFORNIA STATE	11/01/2016	1.250	.642	15,000,000.00	15,062,100.00	100.414000	15,062,100.00	0.00	.087	.088
13063CFD7	CALIFORNIA STATE	11/01/2016	1.250	.642	5,000,000.00	5,020,700.00	100.414000	5,020,700.00	0.00	.087	.088
677522HV9	OHIO STATE	05/01/2017	1.250	.741	9,215,000.00	9,268,354.85	100.579000	9,268,354.85	0.00	.581	.584
677522HW7	OHIO STATE	05/01/2018	1.250	.940	9,535,000.00	9,597,549.60	100.656000	9,597,549.60	0.00	1.560	1.584
419792JG2	HAWAII STATE	04/01/2019	1.380	1.380	4,990,000.00	4,990,000.00	100.000000	4,990,000.00	0.00	2.436	2.501
419792JH0	HAWAII STATE	04/01/2020	1.660	1.660	5,055,000.00	5,055,000.00	100.000000	5,055,000.00	0.00	3.364	3.504
419792JE7	HAWAII STATE	04/01/2017	1.000	.851	4,890,000.00	4,896,992.70	100.143000	4,896,992.70	0.00	.498	.501
419792JF4	HAWAII STATE	04/01/2018	1.250	1.160	4,925,000.00	4,933,569.50	100.174000	4,933,569.50	0.00	1.476	1.501
76222RUK6	RHODE ISLAND STATE	05/01/2018	1.250	1.010	2,595,000.00	2,607,144.60	100.468000	2,607,144.60	0.00	1.560	1.584
76222RUJ9	RHODE ISLAND STATE	05/01/2017	.750	.720	2,580,000.00	2,580,748.20	100.029000	2,580,748.20	0.00	.582	.584
76222RUM2	RHODE ISLAND STATE	05/01/2020	1.625	1.520	2,660,000.00	2,670,719.80	100.403000	2,670,719.80	0.00	3.450	3.586
76222RUL4	RHODE ISLAND STATE	05/01/2019	1.375	1.220	2,625,000.00	2,636,838.75	100.451000	2,636,838.75	0.00	2.521	2.584
13063CP79	CALIFORNIA STATE	04/01/2018	.900	1.127	41,290,000.00	41,120,711.00	99.590000	41,120,711.00	0.00	1.484	1.501
13063CP61	CALIFORNIA STATE	04/01/2017	1.500	.767	8,245,000.00	8,295,129.60	100.608000	8,295,129.60	0.00	.498	.501
3733845H5	GEORGIA STATE	07/01/2017	3.000	.701	6,110,000.00	6,247,413.90	102.249000	6,247,413.90	0.00	.743	.751
3733845L6	GEORGIA STATE	07/01/2020	3.000	1.370	6,825,000.00	7,254,770.25	106.297000	7,254,770.25	0.00	3.537	3.753
3733845J1	GEORGIA STATE	07/01/2018	3.000	.930	6,345,000.00	6,602,480.10	104.058000	6,602,480.10	0.00	1.703	1.751
3733845K8	GEORGIA STATE	07/01/2019	3.000	1.110	6,580,000.00	6,943,874.00	105.530000	6,943,874.00	0.00	2.634	2.751
041042ZS4	ARKANSAS STATE	06/01/2018	2.250	.840	12,810,000.00	13,139,473.20	102.572000	13,139,473.20	0.00	1.635	1.668
041042ZT2	ARKANSAS STATE	06/01/2019	2.000	1.024	13,470,000.00	13,837,192.20	102.726000	13,837,192.20	0.00	2.592	2.668
041042ZR6	ARKANSAS STATE	06/01/2017	2.000	.572	2,015,000.00	2,039,139.70	101.198000	2,039,139.70	0.00	.664	.668
			1.371	**.904**	**279,105,000.00**	**281,812,992.75**	**100.970242**	**281,812,992.75**	**0.00**	**1.240**	**1.272**
COMM PAPER											
89233GLM6	TOYOTA MOTOR CORP	11/21/2016	.910	.916	50,000,000.00	49,660,013.89	99.933417	49,966,708.33	306,694.44	.141	.142
64105GKC7	NESTLE	10/12/2016	.600	.602	13,264,000.00	13,223,986.93	99.985639	13,262,095.14	38,108.21	.033	.033
64105GKC7	NESTLE	10/12/2016	.600	.602	27,000,000.00	26,918,550.00	99.985639	26,996,122.50	77,572.50	.033	.033
64105GP65	NESTLE	02/06/2017	.650	.652	50,000,000.00	49,832,986.11	99.736889	49,868,444.44	35,458.33	.351	.353
64105GN91	NESTLE	01/09/2017	.620	.622	50,000,000.00	49,864,805.56	99.811111	49,905,555.56	40,750.00	.275	.277
89233GL95	TOYOTA	11/09/2016	.720	.721	50,000,000.00	49,916,000.00	99.949083	49,974,541.67	58,541.67	.109	.110
89233GPD2	TOYOTA	02/13/2017	.950	.955	30,000,000.00	29,857,500.00	99.722500	29,916,750.00	59,250.00	.369	.373
64105GSC9	NESTLE	05/12/2017	.750	.754	50,000,000.00	49,736,458.33	99.436306	49,718,152.78	-18,305.55	.609	.614
64105GSB1	NESTLE	05/11/2017	.790	.794	30,000,000.00	29,843,316.67	99.438833	29,831,650.00	-11,666.67	.606	.611
93114EKX4	WAL-MART STORES INC	10/31/2016	.430	.430	50,000,000.00	49,976,111.11	99.960833	49,980,416.67	4,305.56	.085	.085
93114EKQ9	WAL-MART STORES INC	10/24/2016	.400	.400	50,000,000.00	49,982,777.78	99.969972	49,984,986.11	2,208.33	.065	.066
93114ELE5	WAL-MART STORES INC	11/14/2016	.460	.460	15,550,000.00	15,539,667.89	99.942556	15,541,067.39	1,399.50	.123	.123
93114EKQ9	WAL-MART STORES INC	10/24/2016	.400	.400	15,000,000.00	14,994,833.33	99.969972	14,995,495.83	662.50	.065	.066
			.652	**.654**	**480,814,000.00**	**479,347,007.60**	**99.818638**	**479,941,986.42**	**594,978.82**	**.239**	**.241**
	Total Fund		**.751**	**.727**	**5,916,003,720.08**	**5,911,244,395.48**	**100.010929**	**5,916,650,304.83**	**5,405,909.35**	**1.197**	**1.225**
Grand Total			**.751**	**.727**	**5,916,003,720.08**	**5,911,244,395.48**	**100.010929**	**5,916,650,304.83**	**5,405,909.35**	**1.197**	**1.225**

Attachment: PIF0916 (2688 : Monthly Disclosure Rpt on Investments September 2016)

Full Compliance

The Treasurer's Pooled Investment Fund was in **FULL COMPLIANCE** with the Treasurer's Statement of Investment Policy. The County's Investment Policy is more restrictive than the California Government Code. This policy is reviewed annually by the County's Investment Oversight Committee and approved by the County Board of Supervisors.



	GOVERNMENT CODE			COUNTY INVESTMENT POLICY			
Investment Category	Maximum Maturity	Authorized % Limit	S&P/ Moody's	Maximum Maturity	Authorized % Limit	S&P/ Moody's	Actual %
MUNICIPAL BONDS (MUNI)	5 YEARS	NO LIMIT	NA	3 YEARS	15%	AA-/Aa3/AA-	**6.46%**
U.S. TREASURIES	5 YEARS	NO LIMIT	NA	5 YEARS	100%	NA	**8.11%**
LOCAL AGENCY OBLIGATIONS (LAO)	5 YEARS	NO LIMIT	NA	3 YEARS	2.5%	INVESTMENT GRADE	**0.01%**
FEDERAL AGENCIES	5 YEARS	NO LIMIT	AAA	5 YEARS	100%	NA	**62.10%**
COMMERCIAL PAPER (CP)	270 DAYS	40%	A1/P1	270 DAYS	40%	A1/P1/F1	**8.11%**
CERTIFICATE & TIME DEPOSITS (NCD & TCD)	5 YEARS	30%	NA	1 YEAR	25% Combined	A1/P1/F1	**0.00%**
REPURCHASE AGREEMENTS (REPO)	1 YEARS	NO LIMIT	NA	45 DAYS	40% max, 25% in term repo over 7 days	A1/P1/F1	**0.00%**
REVERSE REPOS	92 DAYS	20%	NA	60 DAYS	10%	NA	**0.00%**
MEDIUM TERM NOTES (MTNO)	5 YEARS	30%	A	3 YEARS	20%	AA/Aa2/AA	**0.00%**
CALTRUST SHORT TERM FUND	NA	NA	NA	DAILY LIQUIDITY	1.0%	NA	**0.91%**
MONEY MARKET MUTUAL FUNDS (MMF)	60 DAYS [1]	20%	AAA/Aaa [2]	DAILY LIQUIDITY	20%	AAA by 2 Of 3 RATINGS AGC.	**9.73%**
LOCAL AGENCY INVESTMENT FUND (LAIF)	NA	NA	NA	DAILY LIQUIDITY	Max $50 million	NA	**0.00%**
CASH/DEPOSIT ACCOUNT	NA	NA	NA	NA	NA	NA	**4.57%**

[1] Mutual Funds maturity may be interpreted as weighted average maturity not exceeding 60 days.
[2] Or must have an investment advisor with not less than 5 years experience and with assets under management of $500,000,000.



THIS COMPLETES THE REPORT REQUIREMENTS OF CALIFORNIA GOVERNMENT CODE 53646

Attachment: PIF0916 (2688 : Monthly Disclosure Rpt on Investments September 2016)

County of Riverside
Treasurer-Tax Collector
Capital Markets

4080 Lemon Street, 4th Floor
Riverside, CA 92502-2205

www.treasurer-tax.co.riverside.ca.us

(951) 955-3979

Attachment: PIF0916 (2688 : Monthly Disclosure Rpt on Investments September 2016)

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

Item **2.18**

SUBMITTAL DATE: October 17, 2016

FROM : TREASURER-TAX COLLECTOR:

SUBJECT: Receive and file the Treasurer's Purchase Detail Report for September 2016.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Receives and files the attached Treasurer's "Purchase Detail Report" for September 2016 in accordance with Government Code Section 53607

Consent

Don Kent
Don Kent, Treasurer-Tax Collector 10/17/2016

BACKGROUND:

Summary

The Treasurer's "Purchase Detail Report" for September 2016 is being submitted to the Board of Supervisors pursuant to the requirements of Section 53607 of the Government Code. Included in the report are investments which occurred as authorized by Section 53601 of the Government Code which were made collectively from "idle pooled funds" in the County Treasury not immediately required to meet daily expenditures. Also reported are specific investments made by the County Treasurer on behalf of various funds in the Treasury for which interest earnings accrue directly to the specific fund.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	$ 0	$ 0	$ 0	$ 0
NET COUNTY COST	$ 0	$ 0	$ 0	$ 0

SOURCE OF FUNDS: N/A

Budget Adjustment: No

For Fiscal Year: 16/17

C.E.O. RECOMMENDATION:

DETAIL TRANSACTION REPORT - FIXED INCOME

From Date: 9/1/2016 To Date: 9/30/2016

Date Basis: Settlement

Run: 10/06/2016 12:01:39 PM

Reporting Currency: Local

County of Riverside

Inv. No.	Description / Memo	Pool#	CUSIP / Fund	Cash Maturity	Entered / User ID	Traded / Settled	TXN Type	Coupon / Yield	Par Value / Original Face	Book Value / Prem / (Disc)	(Interest) / Amort / (Accret)	(Gain) / Los / Settlemer
Set Date: 9/1/2016												
28108	NESTLE		64105GSC9		09/01/2016	09/01/2016	PURC	.750	50,000,000.00	49,736,458.33	0.00	0.0
			1	05/12/2017	MQuint	09/01/2016		.754	0.00	-263,541.67	0.00	-49,736,458.3
PURC								.750	50,000,000.00	49,736,458.33	0.00	0.0
								.754	0.00	-263,541.67	0.00	-49,736,458.3
Inv Type: 3020 COMMERCIAL PAPER								.750	50,000,000.00	49,736,458.33	0.00	0.0
								.754	0.00	-263,541.67	0.00	-49,736,458.3
						Subtotal		.750	50,000,000.00	49,736,458.33	0.00	0.0
								.754	0.00	-263,541.67	0.00	-49,736,458.3
Set Date: 9/6/2016												
27804	FIDELITY GOV		FRGXX		09/06/2016	09/06/2016	PURC	.310	90,000,000.00	90,000,000.00	0.00	0.0
			1	10/01/2016	MQuint	09/06/2016		.310	0.00	0.00	0.00	-90,000,000.0
PURC								.310	90,000,000.00	90,000,000.00	0.00	0.0
								.310	0.00	0.00	0.00	-90,000,000.0
Inv Type: 1060 MMKT ACCTS-A/366								.310	90,000,000.00	90,000,000.00	0.00	0.0
								.310	0.00	0.00	0.00	-90,000,000.0
						Subtotal		.310	90,000,000.00	90,000,000.00	0.00	0.0
								.310	0.00	0.00	0.00	-90,000,000.0
Set Date: 9/8/2016												
28096	FHLMC 4.25YrNc3MoB		3134GAEB6		08/16/2016	08/15/2016	PURC	1.250	20,000,000.00	20,000,000.00	0.00	0.0
			1	12/08/2020	MQuint	09/08/2016		1.250	0.00	0.00	0.00	-20,000,000.0
PURC								1.250	20,000,000.00	20,000,000.00	0.00	0.0
								1.250	0.00	0.00	0.00	-20,000,000.0
Inv Type: 1465 FHLMC-STEP%-S30/360								1.250	20,000,000.00	20,000,000.00	0.00	0.0
								1.250	0.00	0.00	0.00	-20,000,000.0
						Subtotal		1.250	20,000,000.00	20,000,000.00	0.00	0.0
								1.250	0.00	0.00	0.00	-20,000,000.0
Set Date: 9/9/2016												
28113	U.S. TREASURY BILL		912796KG3		09/08/2016	09/08/2016	PURC	.425	25,000,000.00	24,954,843.75	0.00	0.0
			1	02/09/2017	MQuint	09/09/2016		.426	0.00	-45,156.25	0.00	-24,954,843.7
28114	U.S. TREASURY BILL		912796JA8		09/09/2016	09/08/2016	PURC	.405	25,000,000.00	24,958,937.50	0.00	0.00

Attachment: FixedDetailTransaction (2687 : Purchase Detail Rpt September 2016)

DETAIL TRANSACTION REPORT - FIXED INCOME

From Date: 9/1/2016 To Date: 9/30/2016

Date Basis: Settlement

Run: 10/06/2016 12:01:39 PM

Reporting Currency: Local

County of Riverside

Inv. No.	Description / Memo	Pool#	CUSIP / Fund	Cash Maturity	Entered User ID	Traded Settled	TXN Type	Coupon / Yield	Par Value / Original Face	Book Value / Prem / (Disc)	(Interest) / Amort / (Accret)	(Gain) / Los / Settlemer
			1	02/02/2017	MQuint	09/09/2016		.406	0.00	-41,062.50	0.00	-24,958,937.5
PURC								.415	50,000,000.00	49,913,781.25	0.00	0.0
								.416	0.00	-86,218.75	0.00	-49,913,781.2
Inv Type: 1300 U.S. TREASURY BILL								.415	50,000,000.00	49,913,781.25	0.00	0.0
								.416	0.00	-86,218.75	0.00	-49,913,781.2
						Subtotal		.415	50,000,000.00	49,913,781.25	0.00	0.0
								.416	0.00	-86,218.75	0.00	-49,913,781.2
Set Date: 9/12/2016												
27804	FIDELITY GOV		FRGXX		09/12/2016	09/12/2016	PURC	.310	90,000,000.00	90,000,000.00	0.00	0.0
			1	10/01/2016	ilicea	09/12/2016		.310	0.00	0.00	0.00	-90,000,000.0
PURC								.310	90,000,000.00	90,000,000.00	0.00	0.0
								.310	0.00	0.00	0.00	-90,000,000.0
Inv Type: 1060 MMKT ACCTS-A/366								.310	90,000,000.00	90,000,000.00	0.00	0.0
								.310	0.00	0.00	0.00	-90,000,000.0
						Subtotal		.310	90,000,000.00	90,000,000.00	0.00	0.0
								.310	0.00	0.00	0.00	-90,000,000.0
Set Date: 9/13/2016												
28104	FHLMC 5YrNc3MoB		3134GADP6		08/17/2016	08/17/2016	PURC	1.500	16,500,000.00	16,500,000.00	0.00	0.0
			1	09/13/2021	MQuint	09/13/2016		1.500	0.00	0.00	0.00	-16,500,000.0
PURC								1.500	16,500,000.00	16,500,000.00	0.00	0.0
								1.500	0.00	0.00	0.00	-16,500,000.0
Inv Type: 1465 FHLMC-STEP%-S30/360								1.500	16,500,000.00	16,500,000.00	0.00	0.0
								1.500	0.00	0.00	0.00	-16,500,000.0
28115	FFCB DISC NOTE		313313BG2		09/13/2016	09/12/2016	PURC	.440	25,000,000.00	24,957,222.22	0.00	0.0
			1	01/31/2017	MQuint	09/13/2016		.441	0.00	-42,777.78	0.00	-24,957,222.2
PURC								.440	25,000,000.00	24,957,222.22	0.00	0.0
								.441	0.00	-42,777.78	0.00	-24,957,222.2
Inv Type: 1900 FFCB-DISC NOTE								.440	25,000,000.00	24,957,222.22	0.00	0.0
								.441	0.00	-42,777.78	0.00	-24,957,222.2
						Subtotal		.861	41,500,000.00	41,457,222.22	0.00	0.0
								.862	0.00	-42,777.78	0.00	-41,457,222.22

Attachment: FixedDetailTransaction (2687 : Purchase Detail Rpt September 2016)

DETAIL TRANSACTION REPORT - FIXED INCOME

From Date: 9/1/2016 To Date: 9/30/2016

Date Basis: Settlement

Run: 10/06/2016 12:01:39 PM

Reporting Currency: Local

County of Riverside

Inv. No.	Description / Memo	Pool#	CUSIP / Fund	Cash Maturity	Entered / User ID	Traded / Settled	TXN Type	Coupon / Yield	Par Value / Original Face	Book Value / Prem / (Disc)	(Interest) / Amort / (Accret)	(Gain) / Los / Settlemer
Set Date: 9/15/2016												
27824	WELLS FARGO GOV		WFFXX		09/15/2016	09/15/2016	PURC	.334	65,000,000.00	65,000,000.00	0.00	0.0
			1	10/01/2016	MQuint	09/15/2016		.334	0.00	0.00	0.00	-65,000,000.0
PURC								.334	65,000,000.00	65,000,000.00	0.00	0.0
								.334	0.00	0.00	0.00	-65,000,000.0
Inv Type: 1060 MMKT ACCTS-A/366								.334	65,000,000.00	65,000,000.00	0.00	0.0
								.334	0.00	0.00	0.00	-65,000,000.0
28120	UC REGENTS		91411SL81		09/14/2016	09/14/2016	PURC	.530	50,000,000.00	49,960,250.00	0.00	0.0
			1	11/08/2016	MQuint	09/15/2016		.530	0.00	-39,750.00	0.00	-49,960,250.0
PURC								.530	50,000,000.00	49,960,250.00	0.00	0.0
								.530	0.00	-39,750.00	0.00	-49,960,250.0
Inv Type: 2300 MUNIS-ZERO CPN-Mat								.530	50,000,000.00	49,960,250.00	0.00	0.0
								.530	0.00	-39,750.00	0.00	-49,960,250.0
28121	NESTLE		64105GSB1		09/14/2016	09/14/2016	PURC	.790	30,000,000.00	29,843,316.67	0.00	0.0
			1	05/11/2017	MQuint	09/15/2016		.794	0.00	-156,683.33	0.00	-29,843,316.6
PURC								.790	30,000,000.00	29,843,316.67	0.00	0.0
								.794	0.00	-156,683.33	0.00	-29,843,316.6
Inv Type: 3020 COMMERCIAL PAPER								.790	30,000,000.00	29,843,316.67	0.00	0.0
								.794	0.00	-156,683.33	0.00	-29,843,316.6
						Subtotal		.496	145,000,000.00	144,803,566.67	0.00	0.0
								.497	0.00	-196,433.33	0.00	-144,803,566.6
Set Date: 9/16/2016												
27840	FEDERATED GOV		GOFXX		09/16/2016	09/16/2016	PURC	.314	100,000,000.00	100,000,000.00	0.00	0.0
			1	10/01/2016	MQuint	09/16/2016		.314	0.00	0.00	0.00	-100,000,000.0
PURC								.314	100,000,000.00	100,000,000.00	0.00	0.0
								.314	0.00	0.00	0.00	-100,000,000.0
Inv Type: 1060 MMKT ACCTS-A/366								.314	100,000,000.00	100,000,000.00	0.00	0.0
								.314	0.00	0.00	0.00	-100,000,000.0
						Subtotal		.314	100,000,000.00	100,000,000.00	0.00	0.0
								.314	0.00	0.00	0.00	-100,000,000.0

Attachment: FixedDetailTransaction (2687 : Purchase Detail Rpt September 2016)

DETAIL TRANSACTION REPORT - FIXED INCOME

From Date: 9/1/2016 To Date: 9/30/2016

Date Basis: Settlement

Run: 10/06/2016 12:01:39 PM

Reporting Currency: Local

County of Riverside

Inv. No.	Description / Memo	Pool#	CUSIP / Fund	Cash Maturity	Entered / User ID	Traded / Settled	TXN Type	Coupon / Yield	Par Value / Original Face	Book Value / Prem / (Disc)	(Interest) / Amort / (Accret)	(Gain) / Los / Settlemer
Set Date: 9/21/2016												
28123	FFCB 4YrNc1YrA		3133EGVK8		09/20/2016	09/15/2016	PURC	1.350	10,000,000.00	10,000,000.00	0.00	0.0
			1	09/21/2020	ilicea	09/21/2016		1.350	0.00	0.00	0.00	-10,000,000.0
PURC								1.350	10,000,000.00	10,000,000.00	0.00	0.0
								1.350	0.00	0.00	0.00	-10,000,000.0
Inv Type: 1925 FFCB-Fxd-S 30/360								1.350	10,000,000.00	10,000,000.00	0.00	0.0
								1.350	0.00	0.00	0.00	-10,000,000.0
28125	WAL-MART STORES INC		93114EKX4		09/20/2016	09/20/2016	PURC	.430	50,000,000.00	49,976,111.11	0.00	0.0
			1	10/31/2016	ilicea	09/21/2016		.430	0.00	-23,888.89	0.00	-49,976,111.1
PURC								.430	50,000,000.00	49,976,111.11	0.00	0.0
								.430	0.00	-23,888.89	0.00	-49,976,111.1
Inv Type: 3020 COMMERCIAL PAPER								.430	50,000,000.00	49,976,111.11	0.00	0.0
								.430	0.00	-23,888.89	0.00	-49,976,111.1
						Subtotal		.583	60,000,000.00	59,976,111.11	0.00	0.0
								.584	0.00	-23,888.89	0.00	-59,976,111.1
Set Date: 9/22/2016												
27824	WELLS FARGO GOV		WFFXX		09/22/2016	09/22/2016	PURC	.334	40,000,000.00	40,000,000.00	0.00	0.0
			1	10/01/2016	ilicea	09/22/2016		.334	0.00	0.00	0.00	-40,000,000.0
PURC								.334	40,000,000.00	40,000,000.00	0.00	0.0
								.334	0.00	0.00	0.00	-40,000,000.0
Inv Type: 1060 MMKT ACCTS-A/366								.334	40,000,000.00	40,000,000.00	0.00	0.0
								.334	0.00	0.00	0.00	-40,000,000.0
28116	FHLB 4Yr		3130A9FU0		09/13/2016	09/08/2016	PURC	.663	10,000,000.00	10,000,000.00	0.00	0.0
			1	09/22/2020	MQuint	09/22/2016		.663	0.00	0.00	0.00	-10,000,000.0
28117	FHLB 4Yr		3130A9FM8		09/13/2016	09/08/2016	PURC	.663	15,000,000.00	15,000,000.00	0.00	0.0
			1	09/22/2020	MQuint	09/22/2016		.663	0.00	0.00	0.00	-15,000,000.0
PURC								.663	25,000,000.00	25,000,000.00	0.00	0.0
								.663	0.00	0.00	0.00	-25,000,000.0
Inv Type: 1767 FHLB-Var-M A/360								.663	25,000,000.00	25,000,000.00	0.00	0.0
								.663	0.00	0.00	0.00	-25,000,000.0
28122	FFCB 1.25Yr		3133EGVM4		09/16/2016	09/16/2016	PURC	.700	15,000,000.00	14,988,000.00	0.00	0.0

Attachment: FixedDetailTransaction (2687 : Purchase Detail Rpt September 2016)

DETAIL TRANSACTION REPORT - FIXED INCOME

From Date: 9/1/2016 To Date: 9/30/2016

Date Basis: Settlement

Run: 10/06/2016 12:01:39 PM

Reporting Currency: Local

County of Riverside

Inv. No.	Description / Memo	Pool#	CUSIP / Fund	Cash Maturity	Entered / User ID	Traded / Settled	TXN Type	Coupon / Yield	Par Value / Original Face	Book Value / Prem / (Disc)	(Interest) / Amort / (Accret)	(Gain) / Los / Settlemer
			1	12/22/2017	MQuint	09/22/2016		.765	0.00	-12,000.00	0.00	-14,988,000.0
PURC								.700	15,000,000.00	14,988,000.00	0.00	0.0
								.765	0.00	-12,000.00	0.00	-14,988,000.0
Inv Type: 1925 FFCB-Fxd-S 30/360								.700	15,000,000.00	14,988,000.00	0.00	0.0
								.765	0.00	-12,000.00	0.00	-14,988,000.0
						Subtotal		.505	80,000,000.00	79,988,000.00	0.00	0.0
								.518	0.00	-12,000.00	0.00	-79,988,000.0
Set Date: 9/23/2016												
27824	WELLS FARGO GOV		WFFXX		09/23/2016	09/23/2016	PURC	.334	70,000,000.00	70,000,000.00	0.00	0.0
			1	10/01/2016	ilicea	09/23/2016		.334	0.00	0.00	0.00	-70,000,000.0
28094	GOLDMAN SACHS GOV		FGTXX		09/23/2016	09/23/2016	PURC	.297	70,000,000.00	70,000,000.00	0.00	0.0
			1	10/01/2016	ilicea	09/23/2016		.297	0.00	0.00	0.00	-70,000,000.0
PURC								.316	140,000,000.00	140,000,000.00	0.00	0.0
								.316	0.00	0.00	0.00	-140,000,000.0
Inv Type: 1060 MMKT ACCTS-A/366								.316	140,000,000.00	140,000,000.00	0.00	0.0
								.316	0.00	0.00	0.00	-140,000,000.0
28128	UC REGENTS		91411SKT6		09/23/2016	09/22/2016	PURC	.450	50,000,000.00	49,978,750.00	0.00	0.0
			1	10/27/2016	ilicea	09/23/2016		.494	0.00	-21,250.00	0.00	-49,978,750.0
PURC								.450	50,000,000.00	49,978,750.00	0.00	0.0
								.494	0.00	-21,250.00	0.00	-49,978,750.0
Inv Type: 2300 MUNIS-ZERO CPN-Mat								.450	50,000,000.00	49,978,750.00	0.00	0.0
								.494	0.00	-21,250.00	0.00	-49,978,750.0
28127	WAL-MART STORES INC		93114EKQ9		09/22/2016	09/22/2016	PURC	.400	50,000,000.00	49,982,777.78	0.00	0.0
			1	10/24/2016	ilicea	09/23/2016		.400	0.00	-17,222.22	0.00	-49,982,777.7
28129	WAL-MART STORES INC		93114ELE5		09/23/2016	09/23/2016	PURC	.460	15,550,000.00	15,539,667.89	0.00	0.0
			1	11/14/2016	ilicea	09/23/2016		.460	0.00	-10,332.11	0.00	-15,539,667.8
28130	WAL-MART STORES INC		93114EKQ9		09/23/2016	09/23/2016	PURC	.400	15,000,000.00	14,994,833.33	0.00	0.0
			1	10/24/2016	ilicea	09/23/2016		.400	0.00	-5,166.67	0.00	-14,994,833.3
PURC								.412	80,550,000.00	80,517,279.00	0.00	0.0
								.412	0.00	-32,721.00	0.00	-80,517,279.0
Inv Type: 3020 COMMERCIAL PAPER								.412	80,550,000.00	80,517,279.00	0.00	0.0
								.412	0.00	-32,721.00	0.00	-80,517,279.00
						Subtotal		.369	270,550,000.00	270,496,029.00	0.00	0.00

Attachment: FixedDetailTransaction (2687 : Purchase Detail Rpt September 2016)

DETAIL TRANSACTION REPORT - FIXED INCOME

From Date: 9/1/2016 To Date: 9/30/2016

Date Basis: Settlement

Run: 10/06/2016 12:01:39 PM

Reporting Currency: Local

County of Riverside

Inv. No.	Description / Memo	Pool#	CUSIP / Fund	Cash Maturity	Entered / User ID	Traded / Settled	TXN Type	Coupon / Yield	Par Value / Original Face	Book Value / Prem / (Disc)	(Interest) / Amort / (Accret)	(Gain) / Los / Settlemer
								.377	0.00	-53,971.00	0.00	-270,496,029.0
Set Date: 9/28/2016												
27804	FIDELITY GOV		FRGXX		09/28/2016	09/28/2016	PURC	.310	65,000,000.00	65,000,000.00	0.00	0.0
			1	10/01/2016	ilicea	09/28/2016		.310	0.00	0.00	0.00	-65,000,000.0
27840	FEDERATED GOV		GOFXX		09/28/2016	09/28/2016	PURC	.314	25,000,000.00	25,000,000.00	0.00	0.0
			1	10/01/2016	ilicea	09/28/2016		.314	0.00	0.00	0.00	-25,000,000.0
28094	GOLDMAN SACHS GOV		FGTXX		09/28/2016	09/28/2016	PURC	.297	135,000,000.00	135,000,000.00	0.00	0.0
			1	10/01/2016	ilicea	09/28/2016		.297	0.00	0.00	0.00	-135,000,000.0
PURC								.303	225,000,000.00	225,000,000.00	0.00	0.0
								.302	0.00	0.00	0.00	-225,000,000.0
Inv Type: 1060 MMKT ACCTS-A/366								.303	225,000,000.00	225,000,000.00	0.00	0.0
								.302	0.00	0.00	0.00	-225,000,000.0
						Subtotal		.303	225,000,000.00	225,000,000.00	0.00	0.0
								.302	0.00	0.00	0.00	-225,000,000.0
Set Date: 9/29/2016												
28118	FHLB 4Yr		3130A9FR7		09/13/2016	09/08/2016	PURC	.660	10,000,000.00	10,000,000.00	0.00	0.0
			1	09/28/2020	MQuint	09/29/2016		.660	0.00	0.00	0.00	-10,000,000.0
28119	FHLB 4Yr		3130A9FR7		09/13/2016	09/08/2016	PURC	.660	15,000,000.00	15,000,000.00	0.00	0.0
			1	09/28/2020	MQuint	09/29/2016		.660	0.00	0.00	0.00	-15,000,000.0
PURC								.660	25,000,000.00	25,000,000.00	0.00	0.0
								.660	0.00	0.00	0.00	-25,000,000.0
Inv Type: 1767 FHLB-Var-M A/360								.660	25,000,000.00	25,000,000.00	0.00	0.0
								.660	0.00	0.00	0.00	-25,000,000.0
						Subtotal		.660	25,000,000.00	25,000,000.00	0.00	0.0
								.660	0.00	0.00	0.00	-25,000,000.0
Set Date: 9/30/2016												
28131	U.S. TREASURY BILL		912796JT7		09/29/2016	09/29/2016	PURC	.428	50,000,000.00	49,859,116.67	0.00	0.0
			1	05/25/2017	ilicea	09/30/2016		.429	0.00	-140,883.33	0.00	-49,859,116.6
PURC								.428	50,000,000.00	49,859,116.67	0.00	0.0
								.429	0.00	-140,883.33	0.00	-49,859,116.6
Inv Type: 1300 U.S. TREASURY BILL								.428	50,000,000.00	49,859,116.67	0.00	0.00

Attachment: FixedDetailTransaction (2687 : Purchase Detail Rpt September 2016)

DETAIL TRANSACTION REPORT - FIXED INCOME

From Date: 9/1/2016 To Date: 9/30/2016

Date Basis: Settlement

Run: 10/06/2016 12:01:39 PM

Reporting Currency: Local

County of Riverside

Inv. No.	Description / Memo	Pool#	CUSIP / Fund	Cash Maturity	Entered / User ID	Traded / Settled	TXN Type	Coupon / Yield	Par Value / Original Face	Book Value / Prem / (Disc)	(Interest) / Amort / (Accret)	(Gain) / Los / Settlemer
								.429	0.00	-140,883.33	0.00	-49,859,116.6
28107	FHLMC 5YrNc3MoB		3134GAET7		08/30/2016	08/26/2016	PURC	1.500	20,000,000.00	20,000,000.00	0.00	0.0
			1	09/30/2021	MQuint	09/30/2016		1.500	0.00	0.00	0.00	-20,000,000.0
28111	FHLMC 5YrNc6MoB		3134GAKY9		09/06/2016	09/01/2016	PURC	1.450	15,000,000.00	15,000,000.00	0.00	0.0
			1	09/30/2021	MQuint	09/30/2016		1.450	0.00	0.00	0.00	-15,000,000.0
28124	FHLMC 5YrNc6MoB		3134GANB6		09/20/2016	09/15/2016	PURC	1.350	15,000,000.00	15,000,000.00	0.00	0.0
			1	09/30/2021	ilicea	09/30/2016		1.350	0.00	0.00	0.00	-15,000,000.0
PURC								1.440	50,000,000.00	50,000,000.00	0.00	0.0
								1.440	0.00	0.00	0.00	-50,000,000.0
Inv Type: 1465 FHLMC-STEP%-S30/360								1.440	50,000,000.00	50,000,000.00	0.00	0.0
								1.440	0.00	0.00	0.00	-50,000,000.0
28109	FHLB 5YrNc3MoB		3130A9DH1		09/02/2016	08/31/2016	PURC	1.350	15,000,000.00	15,000,000.00	0.00	0.0
			1	09/30/2021	MQuint	09/30/2016		1.350	0.00	0.00	0.00	-15,000,000.0
28110	FHLB 5YrNc3MoB		3130A9DA6		09/02/2016	08/31/2016	PURC	1.350	15,000,000.00	15,000,000.00	0.00	0.0
			1	09/30/2021	MQuint	09/30/2016		1.350	0.00	0.00	0.00	-15,000,000.0
PURC								1.350	30,000,000.00	30,000,000.00	0.00	0.0
								1.350	0.00	0.00	0.00	-30,000,000.0
Inv Type: 1765 FHLB-STEP%-S 30/360								1.350	30,000,000.00	30,000,000.00	0.00	0.0
								1.350	0.00	0.00	0.00	-30,000,000.0
						Subtotal		1.030	130,000,000.00	129,859,116.67	0.00	0.0
								1.030	0.00	-140,883.33	0.00	-129,859,116.6
Grand Total			Count 35					.488	1,377,050,000.00	1,376,230,285.25	0.00	0.0
								.491	0.00	-819,714.75	0.00	-1,376,230,285.2

Attachment: FixedDetailTransaction (2687 : Purchase Detail Rpt September 2016)

DETAIL TRANSACTION REPORT - FIXED INCOME

From Date: 9/1/2016 To Date: 9/30/2016

Date Basis: Settlement

Run: 10/06/2016 12:01:39 PM

Reporting Currency: Local

County of Riverside

SUMMARY

Assets	Yield	Par Value	Original Face	Book Value	Prem / (Disc)	Amort / (Accret)	(Interest)	(Gain) / Loss	Settlemen
PURC	.491	1,377,050,000.00	0.00	1,376,230,285.25	-819,714.75	0.00	0.00	0.00	-1,376,230,285.2
Totals :	.491	1,377,050,000.00	0.00	1,376,230,285.25	-819,714.75	0.00	0.00	0.00	-1,376,230,285.2

Attachment: FixedDetailTransaction (2687 : Purchase Detail Rpt September 2016)

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

Item **3.1**

SUBMITTAL DATE:
October 7, 2016

FROM : BOS DISTRICT 1:

SUBJECT: First District Use of Community Improvement Designation (CID) Funds for Smiles for Seniors; Assistance League of Temecula Valley; Big Brothers Big Sisters of OC and the IE; and Approval of Budget Adjustments. [$5,000 – General Fund 100%] (4/5 vote required)

That the Board of Supervisors:

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

1. Smiles for Seniors - $1,000
P.O. Box 113, Yucaipa, CA 92399

2. Assistance League of Temecula Valley - $2,500
28720 Via Montezuma, Temecula 92590

3. Big Brothers Big Sisters of OC and the IE - $1,500 8880
Benson Ave, Suite 112, Montclair, CA 91763

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

Increase Appropriations:
10000-1000100000-536200 Contrib To Non-County Agency $5,000
Decrease Committed Fund Balance:
10000-1000100000-330135 Community Improvement $5,000

Kevin Jeffries 1st District Supervisor

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	$ 5,000	$ 0	$ 5,000	$ 0	Consent ☐ Policy ☐
NET COUNTY COST	$ 0	$ 0	$ 0	$ 0	

SOURCE OF FUNDS: CFB - Community Improvement 10000-1000100000-330135

Budget Adjustment: Yes

For Fiscal Year: 16/17

Kerstin Justus
Kerstin Justus 10/20/2016

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

BACKGROUND: Community Improvement Designation funds will be given to the following organizations:

1. **Smiles for Seniors Foundation- $1,000** to support their efforts of providing emergency assistance for food, housing and utility payments as well as home and auto repair, and help pay for life saving prescriptions, and medical equipment for senior citizens in the 1st District.

2. **Assistance League of Temecula Valley - $2,500** funding will be used to support the Operation School Bell program. The program projects to clothe approximately 550 disadvantaged schoolchildren in the First District.

3. **Big Brothers Big Sisters of the Inland Empire - $1500** funding will be used to provide support to a free after school program that matches high school students with elementary school students on school campuses in the 1st District to promote academic and social support.

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

Item **3.2**

SUBMITTAL DATE:
October 7, 2016

FROM : BOS DISTRICT 1:

SUBJECT: First District use of Community Improvement Designation (CID) Funds for Riverside Educational Enrichment Foundation; Kiwanis Club of Uptown Riverside; CA Veterans of Foreign Wars Motorcycle Club; and Approval of Budget Adjustments. [$3,000 – General Fund 100%] (4/5 vote required)

That the Board of Supervisors:

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

1. Riverside Educational Enrichment Foundation - $1,000
3380 Fourteenth Street, Riverside, CA 92501

2. Kiwanis Club of Uptown Riverside - $1,000
P.O. Box 20394, Riverside, CA 92516

3. CA Veterans of Foreign Wars Motorcycle Club - $1,000
41081 Chenin Coutet, Temecula CA 92591

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

Increase Appropriations:
10000-1000100000-536200 Contrib To Non-County Agency $3,000
Decrease Committed Fund Balance:
10000-1000100000-330135 Community Improvement $3,000

2015-016

Kevin Jeffries 1st District Supervisor

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	$ 3,000	$ 0	$ 3,000	$ 0	Consent ☐ Policy ☐
NET COUNTY COST	$ 0	$ 0	$ 0	$ 0	

SOURCE OF FUNDS: CFB - Community Improvement 10000-1000100000-330135

Budget Adjustment: Yes

For Fiscal Year: 16/17

Kerstin Justus
Kerstin Justus 10/20/2016

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

BACKGROUND: Community Improvement Designation funds will be given to the following organizations:

1. **Riverside Educational Enrichment Foundation - $1,000** funding will be used to support both the Riverside Educational Enrichment Foundation (REEF) and Alvord Educational Foundation (AEF) on their mission to provide educational enrichment programs for 63,000 students.

2. **Kiwanis Club of Uptown Riverside - $1000** funds will assist in helping needy families in Riverside Unified School District. Kiwanis adopts 250 needy RUSD families to feed and clothe during the Thanksgiving and Christmas holiday seasons.

3. **Veterans of Foreign Wars Motorcycle Club, Empire Chapter - $1,000** funding will be used to support the Emergency Food Assistance Program that serves veterans, active military families, widows, and shut-in seniors within the First District.

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

Item **3.3**

SUBMITTAL DATE:

FROM : BOS DISTRICT 5:

SUBJECT: Fifth District Use of Community Improvement Designation Funds for Saint James Community Food Pantry; Boys Scouts of America--Five Nations; Inland Empire Leadership Hispanic Council; City of Palm Springs; Carol's Kitchen, Inc.; Rotary Club of Menifee Foundation; and Approval of Budget Adjustment. [$23,500 – General Fund 100%] (4/5 vote required)

RECOMMENDED MOTION: That the Board of Supervisors:

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

1. Saint James Community Food Pantry — $7,000
   622 Roadrunner Way
   Perris, CA 92570

2. Boys Scouts of America—Five Nations — $2,000
   1230 Indiana Court
   Redlands, CA 92374

3. Inland Empire Hispanic Leadership Council — $5,000
   P.O. Box 467
   Riverside, CA 92501

4. City of Palm Springs — $500
   3200 Tahquitz Canyon Way
   Palm Springs, CA 92262

5. Carol’s Kitchen, Inc. — $7,000
   P.O. Box 364
   Calimesa, CA 92320

6. Rotary Club of Menifee Foundation — $2,000
   P.O. Box 57
   Menifee, CA 92586

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

Decrease Committed Fund Balance:

10000-1000100000-330135	Community Improvement	$23,500

Increase Appropriations:

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

10000-1000100000-536200	Contribution to Non-Co Agency	$23,500

4/5 Vote, Consent, Policy

BACKGROUND:
Summary

1. Saint James Community Food Pantry annual donation will assist with providing food service assistance to needy families in the Perris community.

2. Boy Scouts of America-Five Nations District annual support will be used toward the youth scouting and exploring programs that benefit the youth in the Moreno Valley and Perris communities.

3. Inland Empire Hispanic Leadership Council annual support will be used towards programs and services such as mentoring, educational programs, health programs and leadership empowerment.

4. The City of Palm Springs donation will assist with the operations and services for the 20th Annual Palms Springs Veterans' Day Parade that will honor and pay tribute to all veterans.

5. Carol's Kitchen, Inc. annual donation will assist with providing the needy with a free hot nutritious lunch in the San Gorgonio Pass area.

6. Rotary Club of Menifee Foundation funding will be used for annual support of their operations and services that benefit the local communities such as community service and youth activities.

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

Item **3.4**

SUBMITTAL DATE:
October 18, 2016

FROM : EXECUTIVE OFFICE:

SUBJECT: Approval of Agreement for Taxing Entity Compensation for APN 757-062-003 for the County of Riverside Successor Agency Property

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and authorize the Chairman of the Board of Supervisors to execute the Agreement for Taxing Entity Compensation for APN 757-062-003 for the Successor Agency to the Redevelopment Agency for the County of Riverside (Successor Agency), County of Riverside, Riverside County Free Library, Riverside County Structure Fire Protection, County Service Area 125, Supervisorial Road District 4 (Taxing Entities).

Policy

BACKGROUND:
Summary

Assembly Bill 1484 was enacted in June 2012, which required all Successor Agencies for former Redevelopment Agencies that owned property as of the time of redevelopment dissolution in 2011 to prepare a Long Range Property Management Plan (LRPMP). This plan governs and sets forth the use of properties held by the Successor Agency. The Department of Finance approved the LRPMP on December 18, 2015.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	$ 0	$ 0	$0	$0
NET COUNTY COST	$ 0	$ 0	$0	$0

SOURCE OF FUNDS: N/A

Budget Adjustment: N/A
For Fiscal Year: 16/17

C.E.O. RECOMMENDATION: Approved

BACKGROUND:
Summary (continued)

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

The Successor Agency owns property within the Desert Communities Redevelopment Project Area (DCPA), Thermal sub-area, bearing the Assessor's Parcel number 757-062-003. In the LRPMP, the Successor Agency classified the disposition strategy for the property as "retain for future development" based on the needs of the Thermal community. The property is recognized by the County of Riverside as a vital site for the development of a park to fulfill the redevelopment plan objectives as detailed in the Redevelopment Plan for Project No. 4, as adopted by the Riverside County Board of Supervisors on December 23, 1986 via ordinance 638. Pursuant to the LRPMP the Successor Agency desires to transfer this property to the Desert Recreation District (DRD) for development of a community park as authorized under California Health and Safety Code 34191.5.

The Successor Agency Board approved the Agreement for Taxing Entity Compensation for APN 757-062-003 on August 23, 2016. The affected Taxing Entities are stakeholders in the sale proceeds and property tax revenues of the property. The Agreement for Taxing Entity Compensation for APN 757-062-003 was sent to all taxing entities by letter dated August 30, 2016. To date, agreements have been executed by DRD, Riverside County Office of Education, City of La Quinta, City of Coachella Annexation Area, Coachella Fire Protection, and Coachella Valley Resource Conservation.

Staff recommends that the Board of Supervisors execute the Agreement for Taxing Entity Compensation for APN 757-062-003 for the Successor Agency, County of Riverside, Riverside County Free Library, Riverside County Structure Fire Protection, County Service Area 125, and Supervisorial Road District 4. The transfer of property to DRD will have a negligible financial impact to the County.

Impact on Residents and Businesses

Development of a park promotes health and wellness, creates a safe place for recreation and provides a place for citizens to be active.

AGREEMENT FOR
TAXING ENTITY COMPENSATION
FOR
APN 757-062-003

THERMAL, RIVERSIDE COUNTY

This Agreement for Taxing Entity Compensation (this **"Agreement"),** dated for reference purposes as of _____, 2016, is entered into by and among the Successor Agency to the Redevelopment Agency for the County of Riverside "**Successor Agency"** and the following public agencies (all of which are collectively referred to herein as the **"Parties"** and as the **"Taxing Entities"):**

- County of Riverside, a political subdivision of the State of California;
- Riverside County Free Library,
- Riverside County Structure Fire Protection;
- Riverside County Regional Parks and Open Space;
- County Service Area 125;
- Riverside County Office of Education;
- Supervisorial Road District 4;
- Coachella Valley Unified School District;
- Desert Community College District;
- City of La Quinta;
- City of Coachella Annexation Area;
- Coachella Valley Public Cemetery;
- Coachella Fire Protection;
- Coachella Valley Mosquito and Vector Control;
- Coachella Valley Recreation and Parks (Desert Recreation District);
- Coachella Valley Water District (CVWD);
- Coachella Valley Resource Conservation District
- CVWD Imp. District 1 Debt Service; and
- CVWD Storm Water Unit.

RECITALS

WHEREAS, Pursuant to Assembly Bill xl 26 (together with AB 1484 and SB 107, the "Dissolution Act"), the Redevelopment Agency for the County of Riverside ("Redevelopment Agency") was dissolved effective February 1, 2012, and pursuant to Health & Safety Code Section 34173, the County of Riverside elected to serve as the successor agency to the dissolved Redevelopment Agency;

WHEREAS, California Health and Safety Code ("HSC") Section 34191.5 provides for the disposition of Successor Agency property pursuant to the approved Long Range Property

Attachment: Compensation Agreement APN 757-062-003 (080816) (2723 : Compensation Agreement)

Management Plan ("LRPMP");

WHEREAS, on November 5, 2015 the Amended LRPMP was approved by resolution of the Oversight Board of the (insert full name of OB) ("Oversight Board");

WHEREAS, on December 18, 2015 , the California Department of Finance approved the Amended LRPMP;

WHEREAS, the Successor Agency owns property within the Desert Communities Redevelopment Project Area, Thermal Sub-area, bearing the Assessor's Parcel number 757-062-003;

WHEREAS, the Property is recognized by the County of Riverside as a vital site for the development of a park to fulfill the redevelopment plan objectives as detailed in the Redevelopment Plan for Project No. 4, as adopted by the Riverside County Board of Supervisors on December 23, 1986 via Ordinance 638. The disposition of this Property for development of a community park is addressed in the Amended LRPMP, which is required pursuant to CA HSC section 34191.3. As such, the Successor Agency desires to transfer this Property to the Desert Recreation District for development of a community park as authorized under CA HSC 34191.5;

WHEREAS, the Desert Recreation District's ownership and control of the Property for development, which includes the oversight of the development of the Property into a community park, are necessary to achieve the Desert Recreation District and the County of Riverside's goal of providing community recreational opportunities to residents;

WHEREAS, in addition to the County of Riverside, the affected Taxing Entities are stakeholders in the sale proceeds and property tax revenues of the Property;

WHEREAS, the Taxing Entities were informed of the Successor Agency's strategy and vision concerning the transfer of the Property to the Desert Recreation District for development of a community park; and

WHEREAS, pursuant to the Amended LRPMP, the Successor Agency will be transferring the Property to the Desert Recreation District, subject to entering into this Agreement with the Taxing entities.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is acknowledged, the Parties agree as follows:

1. **Purpose.** This Agreement is executed with reference to the facts set forth in the foregoing Recitals, which are incorporated herein by this reference. The purpose of this Agreement is to address the forbearance of certain prospective revenues among the Taxing Entities that share in the property tax in proportion to their share of the property tax base, as determined under the Dissolution Act ("Tax Increment") for properties

Attachment: Compensation Agreement APN 757-062-003 (080816) (2723 : Compensation Agreement)

located within Project No. 4 in the City of Thermal ("Project Area") formerly administered by the Redevelopment Agency.

2. **Transfer the Property to the Desert Recreation District.** The Taxing Entities agree that the Successor Agency shall transfer the Property to the Desert Recreation District for Zero Dollars ($0).

3. **Forbearance of Sale**. The Taxing Entities agree that by consenting to the Successor Agency's transfer of the Property to the Desert Recreation District for Zero Dollars ($0) that such consent is a forbearance of the sale proceeds.

4. **Authorization.** The individuals executing this Agreement, on behalf of their public entities, are representing and warranting that they have the legal power, right and actual authority to bind the entities they represent to the terms and conditions hereof.

5. **Compensation Agreement.** The Parties hereto acknowledge and agree that that HSC Section 34191.3 provides that once the Amended LRPMP has been approved by the California Department of Finance, the Amended LRPMP shall govern and supersede all other provisions of the Dissolution Act relating to the disposition and use of the former Redevelopment Agency's real property assets.

The Parties hereto intend this Agreement to satisfy certain requirements under the Amended LRPMP. If a court order, legislation or Department of Finance policy reverses the requirement of the Successor Agency to enter into this Agreement, the Parties acknowledge that it will not be necessary for the Successor Agency to enter into this Agreement with the Taxing Entities, and in such event, the Successor Agency will be permitted to dispose of the Property even if this Agreement has not been executed by all Taxing Entities.

6. Miscellaneous Provisions

a. This Compensation Agreement may be modified or amended only by a written agreement executed by the Parties here to

b. This Compensation Agreement, including any attachments, if any, constitutes a final, complete and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter hereof, and supersedes all prior written or oral agreements, undertsandings, representations or statements between the Parties with respect to the subject matter hereof. Neither party has been induced to enter into this Compensation Agreement and neither party is relying on any representation or warranty outside those expressly set forth in this Compensation Agreement

c. Except as otherwise specified in this Agreement, all notices to be sent pursuant to this Agreement shall be made in writing, and sent to the Parties at their respective addresses specified on the signature pages to this Agreement or to such other address as a

Attachment: Compensation Agreement APN 757-062-003 (080816) (2723 : Compensation Agreement)

Party may designate by written notice delivered to the other Parties in accordance with this Section. All such notices shall be sent by: (i) personal delivery, in which case notice is effective upon delivery; (ii) certified or registered mail, return receipt requested, in which case notice shall be deemed delivered on receipt if delivery is confirmed by a return receipt; or (iii) nationally recognized overnight courier, with charges prepaid or charged to the sender's account, in which case notice is effective on delivery if delivery is confirmed by the delivery service.

d. The section headings and captions used herein are solely for convenience and shall not be used to interpret this Agreement. The Parties agree that this Agreement shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if all Parties had prepared it.

e. Whenever action or approval by the Successor Agency is required under this Agreement, the Deputy County Executive Officer or his or her designee may act on or approve such matter unless specifically provided otherwise, or unless the Deputy County Executive Officer determines in his or her discretion hat such action or approval requires referral to the County of Riverside Board of Supervisors for consideration.

f. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument. The signature pages of one or more counterpart copies may be removed from such counterpart copies and all attached to the same copy of this Agreement, which, with all attached signature pages, shall be deemed to be an original Agreement.

g. The Parties hereto further represent and declare that they carefully read this Agreement and know the contents thereof, and that they sign the same freely and voluntarily.

h. Each party represents that the person executing this Agreement on behalf of said party has the full authority to do so to bind the party to perform pursuant to the terms and conditions of this Agreement.

i. If any term or provision of this Agreement, the deletion of which would not adversely affect the receipt of any material benefit by any party hereunder, shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each other term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. It is the intention of the parties hereto that in lieu of each clause or provision of this Agreement that is illegal, invalid or unenforceable, there be added as part of this Agreement and enforceable clause or provision similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible.

i. Each party hereto covenants and agrees to perform all acts and obligations, and to prepare, execute, and deliver such written agreements, documents, and instruments as

Attachment: Compensation Agreement APN 757-062-003 (080816) (2723 : Compensation Agreement)

may be reasonably necessary to carry out the terms and provisions of this Agreement.

j. No provision in this Agreement is to be interpreted for or against either party because that party or its legal representatives drafted such provision.

k. Except as expressly set forth herein, nothing contained in this Agreement is intended to or shall be deemed to confer upon any person, other than the Parties and their respective successors and assigns, any rights or remedies hereunder.

l. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to principles of conflicts of laws. Any action to enforce or interpret this Agreement shall be filed and heard in the Superior Court of the County of Riverside and the Parties waive any provision of law providing for a change of venue to another location.

SIGNATURES ON FOLLOWING PAGES

Attachment: Compensation Agreement APN 757-062-003 (080816) (2723 : Compensation Agreement)

IN WITNESS WHEREOF, the interested Parties have caused this Compensation Agreement to be duly executed the day and year first above written.

SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE

By: _____

Name: John J. Benoit
Title: Chairman, Board of Supervisors

COUNTY OF RIVERSIDE

By: _____

Name: John J. Benoit

Title: Chairman of the Board of Supervisors

RIVERSIDE COUNTY FREE LIBRARY

By: _____

Name: John J. Benoit

Title: Chairman of the Board of Supervisors

RIVERSIDE COUNTY STRUCTURAL FIRE PROTECTION

By: _____

Name: John J. Benoit

Title: Chairman of the Board of Supervisors

SIGNATURES CONTINUED ON FOLLOWING PAGES

Attachment: Compensation Agreement APN 757-062-003 (080816) (2723 : Compensation Agreement)

IN WITNESS WHEREOF, the interested Parties have caused this Compensation Agreement to be duly executed the day and year first above written.

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

By: _____

Name: John J. Benoit

Title: Chairman, District Board of Directors

Attachment: Compensation Agreement APN 757-062-003 (080816) (2723 : Compensation Agreement)

IN WITNESS WHEREOF, the interested Parties have caused this Compensation Agreement to be duly executed the day and year first above written.

RIVERSIDE COUNTY REGIONAL PARKS AND OPEN SPACE DISTRICT

By: _____

Name: Kevin Jeffries

Title: Chairman, District Board of Directors

Attachment: Compensation Agreement APN 757-062-003 (080816) (2723 : Compensation Agreement)

IN WITNESS WHEREOF, the interested Parties have caused this Compensation Agreement to be duly executed the day and year first above written.

RIVERSIDE COUNTY SERVICE AREA 125

By: _____

Name: John J. Benoit

Title: Chairman of the Board of Supervisors

SUPERVISORIAL ROAD DISTRICT 4

By: _____

Name: John J. Benoit

Title: Chairman of the Board of Supervisors

Attachment: Compensation Agreement APN 757-062-003 (080816) (2723 : Compensation Agreement)

IN WITNESS WHEREOF, the interested Parties have caused this Compensation Agreement to be duly executed the day and year first above written.

RIVERSIDE COUNTY OFFICE OF EDUCATION

By: _____

Name: _____

Title: _____

Attachment: Compensation Agreement APN 757-062-003 (080816) (2723 : Compensation Agreement)

IN WITNESS WHEREOF, the interested Parties have caused this Compensation Agreement to be duly executed the day and year first above written.

COACHELLA VALLEY UNIFIED SCHOOL DISTRICT

By: _____

Name: _____

Title: _____

Attachment: Compensation Agreement APN 757-062-003 (080816) (2723 : Compensation Agreement)

IN WITNESS WHEREOF, the interested Parties have caused this Compensation Agreement to be duly executed the day and year first above written.

DESERT COMMUNITY COLLEGE DISTRICT

By: _____

Name: _____

Title: _____

Attachment: Compensation Agreement APN 757-062-003 (080816) (2723 : Compensation Agreement)

IN WITNESS WHEREOF, the interested Parties have caused this Compensation Agreement to be duly executed the day and year first above written.

CITY OF LA QUINTA

By: _____

Name: _____

Title: _____

Attachment: Compensation Agreement APN 757-062-003 (080816) (2723 : Compensation Agreement)

IN WITNESS WHEREOF, the interested Parties have caused this Compensation Agreement to be duly executed the day and year first above written.

CITY OF COACHELLA ANNEXATION AREA

By: _____

Name: _____

Title: _____

Attachment: Compensation Agreement APN 757-062-003 (080816) (2723 : Compensation Agreement)

IN WITNESS WHEREOF, the interested Parties have caused this Compensation Agreement to be duly executed the day and year first above written.

COACHELLA VALLEY PUBLIC CEMETERY

By: _____

Name: _____

Title: _____

Attachment: Compensation Agreement APN 757-062-003 (080816) (2723 : Compensation Agreement)

IN WITNESS WHEREOF, the interested Parties have caused this Compensation Agreement to be duly executed the day and year first above written.

COACHELLA FIRE PROTECTION

By: _____

Name: _____

Title: _____

Attachment: Compensation Agreement APN 757-062-003 (080816) (2723 : Compensation Agreement)

IN WITNESS WHEREOF, the interested Parties have caused this Compensation Agreement to be duly executed the day and year first above written.

COACHELLA VALLEY MOSQUITO VECTOR AND CONTROL

By: _____

Name: _____

Title: _____

Attachment: Compensation Agreement APN 757-062-003 (080816) (2723 : Compensation Agreement)

IN WITNESS WHEREOF, the interested Parties have caused this Compensation Agreement to be duly executed the day and year first above written.

DESERT RECREATION DISTRICT

By: _____

Name: _____

Title: _____

Attachment: Compensation Agreement APN 757-062-003 (080816) (2723 : Compensation Agreement)

IN WITNESS WHEREOF, the interested Parties have caused this Compensation Agreement to be duly executed the day and year first above written.

COACHELLA VALLEY WATER DISTRICT

By: _____

Name: _____

Title: _____

COACHELLA VALLEY WATER DISTRICT, IMP. DISTRICT 1 DEBT SERVICE

By: _____

Name: _____

Title: _____

COACHELLA VALLEY WATER DISTRICT, PSEUDO

By: _____

Name: _____

Title: _____

COACHELLA VALLEY WATER DISTRICT, STORM WATER UNIT

By: _____

Name: _____

Title: _____

Attachment: Compensation Agreement APN 757-062-003 (080816) (2723 : Compensation Agreement)

IN WITNESS WHEREOF, the interested Parties have caused this Compensation Agreement to be duly executed the day and year first above written.

COACHELLA VALLEY RESOURCE CONSERVATION DISTRICT

By: _____

Name: _____

Title: _____

Attachment: Compensation Agreement APN 757-062-003 (080816) (2723 : Compensation Agreement)

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

Item **3.5**

SUBMITTAL DATE:
October 18, 2016

FROM : EXECUTIVE OFFICE:

SUBJECT: Letter of Credit Substitution supporting the County of Riverside Asset Leasing Corporation Variable Rate Demand Leasehold Revenue Refunding Bonds, Series 2008A (Southwest Justice Center refunding), All District, [$75,000 - Lease Agreements] (Vote on Separately)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approves Resolution No, 2016-223 authorizing and approving the replacement of letter of credit supporting the County of Riverside Asset Leasing Corporation Variable Rate Demand Leasehold Revenue Refunding Bonds, Series 2008A (Southwest Justice Center Refunding); authorizing entry into a Reimbursement Agreement; and authorizing the preparation and distribution of a remarketing memorandum and other matters related thereto.

Policy

Lani Sioson 10/18/2016

BACKGROUND:

Summary

In December 2008, the County of Riverside Asset Leasing Corporation (CORAL) issued its variable Rate Demand Leasehold Revenue Refunding Bonds, Series 2008A (Southwest Justice Center Refunding) in the par amount of $78,895,000 (the "Bonds") and entered into a reimbursement agreement with Union bank for the provision of a letter of credit with respect to the Bonds (the "2008 LOC").

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	$75,000	$	$ 75,000	$
NET COUNTY COST	$	$	$	$

SOURCE OF FUNDS: Lease agreements

Budget Adjustment: No

For Fiscal Year: 2016/17

C.E.O. RECOMMENDATION: [CEO use]

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

BACKGROUND:

Summary (continued)

In 2013, the 2008 LOC expired and was replaced with a letter of credit (the "2013 LOC") from, and a reimbursement agreement with, Wells Fargo bank, N.A. ("Wells Fargo"). The 2013 LOC expires on December 5, 2016 and must be extended or replaced. The County went through an RFP process soliciting bids from four letter of credit banks. Based on the received proposals, the best course of action is to replace the 2013 with a letter of credit, issued by MUFG Union bank, National Association ("Union Bank") pursuant to a Reimbursement Agreement among the County, CORAL, and Union Bank. In connection with the 2016 LOC substitution, the Bonds will be subject to mandatory tender and remarketing on the letter of credit substitution date.

If approved, staff recommends replacing the 2013 LOC with a letter of credit issued by MUFG Union bank for an initial term of five years. After factoring in the costs of the 2016 LOC substitution and comparing what it would have cost to stay with the current provider, the County will save approximately $70,000 annually.

Prev. Agn. Ref. 11/5/2013, 3-66

Impact on Residents and Businesses

Decreased debt service costs will make available General Fund for other County services.

Additional Fiscal Information

None

Contract History and Price Reasonableness

MUFG Union Bank provided the lowest bid for a three-year letter of credit and an option for a five-year letter of credit of the three banks that submitted proposals. The County selected the five-year proposal.

ATTACHMENTS (if any, in this order):

CHAPMAN DRAFT DATED
OCTOBER 5, 2016

LETTER OF CREDIT AND REIMBURSEMENT AGREEMENT

dated as of **[November 4, 2016]**

among

COUNTY OF RIVERSIDE,

COUNTY OF RIVERSIDE ASSET LEASING CORPORATION

and

MUFG UNION BANK, N.A.,
as the Bank

Relating to

County of Riverside Asset Leasing Corporation
Variable Rate Demand Leasehold Revenue Refunding Bonds
Series 2008A
(Southwest Justice Center Refunding)

Attachment: LOC and Reimb Agr (Riverside) - 4071991.01.10 (3) (2704 : Letter of Credit Substitution)

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EXHIBIT A FORM OF LETTER OF CREDIT

Attachment: LOC and Reimb Agr (Riverside) - 4071991.01.10 (3) (2704 : Letter of Credit Substitution)

This LETTER OF CREDIT AND REIMBURSEMENT AGREEMENT, dated as of **[November 4, 2016]** (this *"Agreement"*), is by and among the COUNTY OF RIVERSIDE ASSET LEASING CORPORATION, a non-profit, public benefit corporation organized under the laws of the State of California (including its successors and assigns, the *"Corporation"*), the COUNTY OF RIVERSIDE, CALIFORNIA, a political subdivision duly organized and validly existing under the Constitution and the laws of the State of California (including its successors and assigns, the *"County"*) and MUFG UNION BANK, N.A., a national banking association (including its successors and assigns, the *"Bank"*).

WITNESSETH:

WHEREAS, the Corporation issued its County of Riverside Asset Leasing Corporation Variable Rate Demand Leasehold Revenue Refunding Bonds, Series 2008A (the *"Bonds"*) in the aggregate principal amount of $**[78,895,000]** pursuant to an Indenture of Trust, dated as of December 1, 2008, by and among the Corporation, the County and U.S. Bank National Association (including its successors and assigns, the *"Trustee"*), as amended by the First Supplemental Indenture of Trust, dated as of October 1, 2011 (and as further supplemented and amended hereafter in accordance with the terms hereof, the *"Indenture"*); and

WHEREAS, concurrently with the issuance of the Bonds, Assured Guaranty Corp., a Maryland insurance company (the *"Bond Insurer"*), issued and delivered to the Trustee its financial guaranty insurance policy (together with all endorsements thereto, the *"Bond Insurance Policy"*) insuring the scheduled payment of principal of and interest, when due, on the Bonds; and

WHEREAS, Wells Fargo Bank, National Association, has previously issued and delivered to the Trustee its direct-pay letter of credit securing the payment of the principal of, interest on, and purchase price of the Bonds (the *"Existing Letter of Credit"*); and

WHEREAS, the Corporation and the County have each requested the Bank to issue an irrevocable direct-pay letter of credit to replace the Existing Letter of Credit and to provide credit and liquidity support for the Bonds while the Bonds bear interest at the [**Daily Interest Rate or]**[1] the Weekly Interest Rate (each as defined in the Indenture); and

WHEREAS, the Bank is willing to issue such a letter of credit upon the terms and conditions set forth in this Agreement;

WHEREAS, all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and entering into of this Agreement do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this Agreement.

---

1 Drafting Note: Bank to discuss availability of facility for Bonds in Daily mode.

Attachment: LOC and Reimb Agr (Riverside) - 4071991.01.10 (3) (2704 : Letter of Credit Substitution)

NOW, THEREFORE, in consideration of the premises, in reliance on the representations, warranties, covenants, and other agreements hereinafter contained and referenced, and for other good, valuable, and fair considerations and reasonably equivalent value, the receipt and sufficiency of which are hereby recognized and acknowledged by all parties hereto, the Corporation, the County and the Bank hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions. The following terms shall have the following meanings as used herein:

"Additional Rental" has the meaning set forth in the Indenture.

"Additional Rights" means, in each case with respect to a Bank Agreement, representations of the County, covenants of the County, events of default and remedies (excluding immediate termination or suspension of the obligations of a liquidity provider without purchase of the underlying obligations) under such Bank Agreement, in each case that are in addition to, more restrictive than, or superior to the terms of this Agreement.

"Affiliate" means, as to any Person, any other Person directly or indirectly controlling, controlled by, or under direct or indirect common control with, such Person. A Person shall be deemed to be "controlled by" any other Person if such other Person possesses, directly or indirectly, power (a) to vote 10% or more of the securities (on a fully diluted basis) having ordinary voting power for the election of directors or managing general partners; or (b) to direct or cause the direction of the management and policies of such Person whether by contract or otherwise.

"Alternate Letter of Credit" means any letter of credit, line of credit, bond insurance or other instrument which provides for payment when due of principal and interest evidenced by the Bonds delivered to the Trustee in accordance with Section 702 of the Indenture.

"Assignee" has the meaning set forth in Section 9.4(b) hereof.

"Assignment Agreement" means the Assignment Agreement, dated as of December 1, 2008, between the Trustee and the Corporation.

"Authorized Officer" has the meaning set forth in the Indenture.

"Availability Period" means the period commencing on the Date of Issuance and ending on the Termination Date.

"Bank" has the meaning set forth in the initial paragraph hereof.

Attachment: LOC and Reimb Agr (Riverside) - 4071991.01.10 (3) (2704 : Letter of Credit Substitution)

"Bank Agreement" means any agreement (or any amendment, supplement or modification thereto) entered into by the County with any commercial bank or Affiliate thereof pursuant to which such commercial bank or Affiliate thereof provides (or agrees to provide) credit or liquidity to the County (whether directly or indirectly by means of enhancement of Debt securities of the County) or purchases for its own account (and not with an intention at the time of purchase to resell) Debt securities of the County that contain a put provision, mandatory redemption provision or acceleration right on the part of the holder thereof, other than (i) equipment leases and equipment purchase agreements and (ii) Debt securities (other than commercial paper notes) with a maturity date that is not more than thirteen months from the date of issuance or purchase.

"Bank Book-Entry Account" has the meaning set forth in Section 2.10(b) hereof.

"Bank Bond CUSIP Number" means the CUSIP number assigned to the Bank Bonds by S&P's CUSIP Bureau.

"Bank Bond Endorsement" means an endorsement to the Bond Insurance Policy issued by the Bond Insurer in form and substance satisfactory to the Bank.

"Bank Bonds" means any and all Bonds purchased by the Trustee **[or the Corporation]** [2] with proceeds of a drawing under the Letter of Credit, which Bonds are then, pursuant to the terms of the Indenture, registered in the name of and owned by the Corporation and pledged to the Bank or are registered in the name of and owned by the Bank or its designee. Bank Bonds are sometimes referred to in the Indenture as "Purchased Bonds" and shall, unless expressly excluded, include Pledged Bonds.

"Bank-Related Persons" means the Bank, its Affiliates and the officers, directors, employees, agents and attorneys-in-fact of the Bank and Affiliates.

"Base Rate" means, for any day, a rate of interest per annum equal to the highest of (a) the Prime Rate in effect for day such plus two percent (2%), (b) the Federal Funds Rate for such day plus four percent (4%) and (c) eight percent (8%). Each change in the Base Rate shall take effect simultaneously with the corresponding change or changes in the Prime Rate or the Federal Funds Rate, as the case may be.

"Base Rental" has the meaning set forth in the Indenture.

"Bond Insurance Policy" has the meaning set forth in the recitals hereto.

"Bond Insurer" has the meaning set forth in the recitals hereto.

"Bond Insurer Downgrade Event" means the financial strength or claims-paying rating of the Bond Insurer shall be (i) reduced below "A1" (or its equivalent) or suspended or

2 Drafting Note: To be discussed.

Attachment: LOC and Reimb Agr (Riverside) - 4071991.01.10 (3) (2704 : Letter of Credit Substitution)

withdrawn by Moody's and (ii) reduced below "A+" (or its equivalent) or suspended or withdrawn by S&P.

"Bond Insurer Event of Default" means the occurrence of any one or more of the following events:

(a) any principal or interest evidenced by the Bonds is not paid by the Bond Insurer when, as, and in the amounts required to be paid pursuant to the terms of the Bond Insurance Policy, or the Bond Insurer fails to make payment when due under the terms and conditions set forth in the Swap Insurance Policy[3]; or

(b) (i) any material provision of the Bond Insurance Policy or the Swap Insurance Policy relating to the obligation of the Bond Insurer to make payments of principal and interest or premiums or other amounts thereunder, as applicable, at any time for any reason ceases to be valid and binding on the Bond Insurer in accordance with the terms of the Bond Insurance Policy or the Swap Insurance Policy, as applicable, or the Maryland Insurance Administration or a court or other Governmental Authority of appropriate jurisdiction shall find or rule or shall enter an order, judgment or decree that either of the Bond Insurance Policy or the Swap Insurance Policy is not valid and binding on the Bond Insurer or (ii) the Bond Insurer shall (1) claim in writing that either of the Bond Insurance Policy or the Swap Insurance Policy is not valid and binding on the Bond Insurer, (2) repudiate the Bond Insurer's obligations under either of the Bond Insurance Policy or the Swap Insurance Policy or (3) initiate legal proceedings seeking an adjudication that either of the Bond Insurance Policy or the Swap Insurance Policy, or any material provision thereof regarding the payment of principal or interest on the Bonds, or any other amounts that may be payable thereunder, is not valid and binding on the Bond Insurer; or

(c) a proceeding is instituted in a court having appropriate jurisdiction in the premises seeking an order for relief, rehabilitation, reorganization, conservation, liquidation or dissolution in respect to the Bond Insurer or for any substantial part of its property under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, or for the appointment of a receiver, liquidator, assignee, custodian, trustee or sequestrator (or other similar official) and such proceeding shall not have been dismissed within sixty (60) days or such court enters an order granting the relief sought in such proceeding; or the Maryland Insurance Administration shall declare a moratorium on the payment of the Bond Insurer's debts; or the Bond Insurer shall commence a voluntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, shall consent to the entry of an order for relief in an involuntary case under any such law or shall consent to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian or sequestrator (or other similar official) of the Bond Insurer or for any substantial part of its property, shall make a general assignment for the benefit of creditors, or shall fail generally to pay its debts (provided

3 Drafting Note: Swap Insurance Policy to be discussed.

Attachment: LOC and Reimb Agr (Riverside) - 4071991.01.10 (3) (2704 : Letter of Credit Substitution)

that for purposes of this definition, "*debts*" shall not include any obligation of the Bond Insurer under any insurance policy or surety bond) as they become due, or an order for rehabilitation, liquidation or dissolution of the Bond Insurer shall be issued; or

(d) the Bond Insurer shall fail to make any payment related to principal and interest when due under any insurance policy (other than the Bond Insurance Policy) or surety bond issued by it insuring or supporting the payment of municipal obligations rated by any Rating Agency, and such failure shall continue for a period of thirty (30) days (it being understood by the Bank that default for purposes of this clause (d) shall not mean a situation whereby the Bond Insurer contests in good faith its liability under any such policy or policies in light of the claims made thereunder).

"Bonds" has the meaning set forth in the recitals hereto.

"Business Day" means any day of the year other than (a) a Saturday, (b) a Sunday, (c) any day which shall be in Los Angeles, California or New York, New York a legal holiday or a day on which banking institutions are authorized or required to close, and (d) any day which the Trustee advises the Bank in writing is a legal holiday or a day on which banking institutions are authorized or required to close in the city in which the corporate trust office of the Trustee is located. The corporate trust of the Trustee is presently located in Los Angeles, California.

"Cancellation Agreement" means the Insurance Policy Cancellation Agreement dated as of [**November __, 2016]**, by and among the Corporation, the County, the Trustee, the Bond Insurer and the Bank.

"Change in Law" means the occurrence, after the Date of Issuance, of any of the following: (a) the adoption or taking effect of any law, rule, regulation or treaty, (b) any change in any law, rule, regulation or treaty or in the administration, interpretation, implementation or application thereof by any Governmental Authority or (c) the making or issuance of any request, rule, guideline or directive (whether or not having the force of law) by any Governmental Authority; provided that notwithstanding anything herein to the contrary, (i) the Dodd-Frank Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith and (ii) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities shall in each case be deemed to be a *"Change in Law"*, regardless of the date enacted, adopted or issued.

"Corporation" has the meaning set forth in the initial paragraph hereof.

"Corporation Mandatory Purchase" has the meaning set forth in Section 6.16 hereof.

"Corporation Related Document" means any Related Document to which the Corporation is a party and "Corporation Related Documents" means all Related Documents to which the Corporation is a party.

"County" has the meaning set forth in the initial paragraph hereof.

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"County Related Document" means any Related Document to which the County is a party and "County Related Documents" means all Related Documents to which the County is a party.

"Cumulative Excess Base Rental Amount" has the meaning set forth in the Facilities Lease.

"Custodian" has the meaning set forth in Section 2.10(c) hereof.

"Cut-Off Date" has the meaning set forth in Section 3.2(c) hereof.

[*"Daily Interest Rate"* has the meaning set forth in the Indenture.]

"Date of Issuance" means the date on which the Letter of Credit is issued by the Bank and delivered to the Trustee.

"Debt" means for any Person (without duplication) (i) all indebtedness created, assumed or incurred in any manner by such Person representing money borrowed (including by the issuance of debt securities), (ii) all obligations of such Person for the deferred purchase price of property or services (other than trade accounts payable arising in the ordinary course of business), (iii) all obligations secured by any Lien upon property of such Person, whether or not such Person has assumed or become liable for the payment of such indebtedness, (iv) all obligations of such Person as lessee under any lease of property which in accordance with generally accepted accounting principles would be required to be capitalized on the balance sheet of such Person, (v) all obligations of such Person on or with respect to letters of credit, banker's acceptances and other evidences of indebtedness representing extensions of credit whether or not representing obligations for borrowed money, (vi) certificates of participation evidencing an undivided ownership interest in payments made by such Person (A) as lessee under any lease of property which in accordance with generally accepted accounting principles would be required to be capitalized on the balance sheet of such Person, (B) as purchaser under an installment sale agreement or (C) otherwise as an obligor in connection therewith, and (vii) all Debt of any other Person of the kind referred to in clauses (i) through (vi) above which is guaranteed (regardless of form) directly or indirectly in any manner by such Person; *provided, however,* that with respect to the County, Debt shall exclude conduit, enterprise and other Debt that have no claim on the general fund of the County.

"Default" means any condition or event which with the giving of notice or lapse of time or both could reasonably be expected to, unless cured or waived, become an Event of Default.

"Default Rate" means, as of any date of determination, a rate per annum equal to the Base Rate in effect on such date plus two percent (2%).

"Deferred Obligations" has the meaning set forth in Section 2.4(d) hereof.

"Differential Interest Amount" means, with respect to any Bank Bond, the excess of (i) interest which has accrued and could actually be paid on such Bank Bond at the Liquidity

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Rate or Term Loan Rate, up to but excluding the Business Day on which such Bank Bond is remarketed and ceases to be a Bank Bond, less (ii) the interest accrued on such Bank Bond and received by the holder thereof as part of the remarketing proceeds.

"Dodd-Frank Act" means the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010, as enacted by the United States Congress, and signed into law on July 21, 2010, and all statutes, rules, guidelines or directives promulgated thereunder.

"Dollars" and the sign *"$"* means lawful money of the United States of America.

"Drawing" means a drawing made or permitted to be made pursuant to the terms of the Letter of Credit.

"DTC" means The Depositary Trust Company and its successors and assigns.

"DTC Book-Entry Account" has the meaning set forth in Section 2.10(b) hereof.

"DTC Notice" has the meaning set forth in Section 2.10(b) hereof.

"EMMA" means the Electronic Municipal Market Access system and any successor thereto.

"Event of Default" has the meaning set forth in Section 8.1 hereof.

"Excess Interest" has the meaning set forth in Section 3.3(c) hereof.

"Excluded Taxes" means, with respect to the Bank, (a) taxes imposed on or measured by its overall net income or capital, and franchise taxes imposed on it (in lieu of net income taxes), by any jurisdiction (or any political subdivision or taxing authority thereof) under the laws of which the Bank is organized or in which its principal office is located, and (b) any branch profits taxes imposed by the United States or any similar tax imposed by any other jurisdiction in which the Bank is located or conducts business.

"Facilities Lease" means the Facilities Lease, dated as of December 1, 2008, by and between the County and the Corporation, as from time to time amended or supplemented, in accordance with the terms hereof and thereof.

"Facilities Lease Obligations" means, at any time, all obligations and liabilities payable from Base Rental at such time.

"Fair Rental Value" has the meaning set forth in the Facilities Lease.

"FAST Eligible Bonds" has the meaning set forth in Section 2.10(b) hereof.

"Federal Funds Rate" means, for any day, the rate per annum equal to the weighted average of the rates on overnight Federal funds transactions with members of the Federal

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Reserve System arranged by Federal funds brokers on such day, as published by the Federal Reserve Bank on the Business Day next succeeding such day; provided that (i) if such day is not a Business Day, the Federal Funds Rate for such day shall be such rate on such transactions on the next preceding Business Day as so published on the next succeeding Business Day, and (ii) if no such rate is so published on such next succeeding Business Day, the Federal Funds Rate for such day shall be the average rate (rounded upward, if necessary, to a whole multiple of 1/100 of 1%) charged to the Bank on such day on such transactions as determined by the Bank.

"Fee Letter" means the letter, dated **[November 4, 2016]**, from the Bank to the Corporation and the County regarding certain fees, costs and expenses, as the same may be amended from time to time thereafter.

"Fiscal Year" means each twelve month period commencing on July 1 of a calendar year and ending on June 30 of the following calendar year.

"Fitch" means Fitch, Inc., a corporation organized and existing under the laws of the State of Delaware, its successors and assigns.

"GAAP" or *"generally accepted accounting principles"* means generally accepted accounting principles in effect from time to time in the United States and applicable to entities such as the County.

"Government Acts" means any act or omission to act, whether rightful or wrongful, of any present or future de jure or de facto government or Governmental Authority.

"Governmental Authority" means any nation or government, any state or other political subdivision thereof, any agency, authority, instrumentality, regulatory body, court, administrative tribunal, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government, and any corporation or other entity owned or controlled, through stock or capital ownership or otherwise, by any of the foregoing.

"Incorporated Provisions" has the meaning set forth in Section 7.27 hereof.

"Indemnified Taxes" means Taxes other than Excluded Taxes.

"Indenture" has the meaning set forth in the recitals hereto.

"Leased Premises" has the meaning set forth in the Facilities Lease.

"Letter of Credit" means an irrevocable direct-pay letter of credit in the form of Exhibit A hereto, with blanks appropriately completed, executed and issued by the Bank in favor of the Trustee for the benefit of the Owners of the Bonds.

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"Lien" means, with respect to any property, tangible or intangible, real or personal, any mortgage, lien, pledge, charge, security interest or other encumbrance of any kind in respect of such property.

"Liquidity Advance" and *"Liquidity Advances"* have the meanings set forth in Section 2.4(a) hereof.

"Liquidity Advance Maturity Date" means, for a Liquidity Advance, the one hundred eighty first (181st) day following the date such Liquidity Advance was made.

"Liquidity Drawing" means a Drawing made under the Letter of Credit for the purpose of purchasing Bonds in connection with an Optional Tender or a Mandatory Tender.

"Liquidity Rate" means, with respect to any Liquidity Advance or any Bank Bond evidencing such Liquidity Advance, a fluctuating rate of interest equal to the Base Rate *plus* one percent (1%); *provided, however,* that (x) immediately and automatically upon the occurrence of an Event of Default (and without any notice given with respect thereto) and during the continuance of such Event of Default, "Liquidity Rate" shall mean a fluctuating rate of interest equal to the Default Rate or (y) if the rate of interest borne by Bonds other than Bank Bonds exceeds the interest rate borne by Bank Bonds, the "Liquidity Rate" shall equal the rate of interest borne by such non-Bank Bonds.

"Mandatory Tender" means a tender (or deemed tender) of a Bond for purchase by the Owner thereof pursuant to, and in accordance with, **[Sections 402 or 403]** of the Indenture.

"Maximum Bank Rate" means the per annum rate of interest equal to twelve percent (12%), notwithstanding anything to the contrary contained in the Indenture.

"Moody's" means Moody's Investors Service, Inc., a corporation organized and existing under the laws of the State of New York, its successors and assigns.

"Most Favored Nations Provision" means one or more provisions, agreements or terms contained in a Bank Agreement or an amendment, modification or supplement thereto that provides any party thereto (other than the County) with the automatic right to receive, or the option to receive, Additional Rights upon execution by the County of another Bank Agreement or an amendment, modification or supplement thereto.

"Obligations" mean the Corporation's, or the County's on behalf of the Corporation, obligation to reimburse all Drawings, to repay all Liquidity Advances and Term Loans, to pay debt service on the Bank Bonds, to pay the principal, interest, fees, expenses, costs and other amounts owed to the Bank or the Parent pursuant to the terms of this Agreement, any Related Document or any other document, instrument or agreement entered into by the County with or in favor of the Bank in connection herewith or therewith, together with all covenants and duties owing by the Corporation, or the County on behalf of the Corporation, to the Bank of any kind or description, whether direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising.

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"Optional Tender" means a tender of a Bond for purchase by the Owner thereof pursuant to, and in accordance with, Section **[402]** of the Indenture.

"Other Taxes" means all present or future stamp or documentary taxes or any other excise or property taxes, charges or similar levies arising from any payment made hereunder or under any other Related Document or from the execution, delivery or enforcement of, or otherwise with respect to, this Agreement or any other Related Document.

"Outstanding" has the meaning set forth in the Indenture.

"Owner" has the meaning set forth in the Indenture.

"Parent" means any Person controlling the Bank.

"Participant" has the meaning set forth in Section 9.4(b) hereof.

"Patriot Act" has the meaning set forth in Section 9.11 hereof.

"Person" means an individual, a corporation, a partnership, a limited liability company, an association, a joint venture, a trust, an unincorporated organization or any other entity or organization, including a government or political subdivision or an agency or instrumentality thereof.

"Pledge and Custodian Agreement" means the Pledge and Custodian Agreement of even date herewith among the Corporation, the Bank and the Trustee.

"Pledged Bonds" means Bonds purchased by the Corporation pursuant to Section 403 of the Indenture at the direction of the Bank pursuant to Section 6.16 and/or 8.2(b) of this Agreement.

"Prime Rate" means for any day the rate of interest in effect for such day as publicly announced from time to time by the Bank as its "prime lending rate" or "reference rate." Such prime lending rate or reference rate is a rate set by the Bank based upon various factors including the Bank's costs and desired return, general economic conditions and other factors, and is used as a reference point for pricing some loans, which may be priced at, above, or below such announced rate. Any change in such prime lending rate or reference rate announced by the Bank shall take effect at the opening of business on the day specified in the public announcement of such change.

"Prior Agreement" means the Reimbursement Agreement, dated as of December 5, 2013, between the County and the Prior Bank.

"Prior Bank" means Wells Fargo Bank, National Association.

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"Rating" means the long-term rating (without regard for any bond insurance or any other form of credit enhancement, including the Letter of Credit) assigned to any lease revenue debt that is payable from the County's general fund.

"Rating Agency" means any of Moody's, S&P or Fitch and "Rating Agencies" means each of Moody's, S&P and Fitch.

"Refunding Bonds" has the meaning set forth in the Indenture.

"Related Documents" means this Agreement, the Indenture, the Bonds, the Bond Insurance Policy, the Cancellation Agreement, **[the First Amendment to Reimbursement Agreement (Reserve Fund Financial Guaranty Insurance Policy), dated as of December 1, 2013, between the Bond Insurer and the County,]** the Assignment Agreement, the Site Lease, the Facilities Lease, the Pledge and Custodian Agreement, the Fee Letter and the Remarketing Agreement.

"Remarketing Agent" has the meaning set forth in the Indenture.

"Remarketing Agreement" has the meaning set forth in the Indenture.

"Remarketing Memorandum" means the Remarketing Memorandum for the Bonds, together with all amendments and supplements thereto.

"Rental Payments" means Base Rental and Additional Rental.

"S&P" means Standard & Poor's Credit Market Services, a division of The McGraw-Hill Companies, its successors and assigns.

"Site Lease" means the Site Lease, dated as of December 1, 2008, by and between the County and the Corporation, and as from time to time amended or supplemented thereto, in accordance with the terms hereof and thereof.

"State" means the State of California.

"Stated Amount" has the means set forth in the Letter of Credit.

"Stated Expiration Date" means, initially, **[December 4, 2021]** and, if the Letter of Credit is extended in accordance with its terms, the most recent scheduled expiration date to which the Letter of Credit has been extended.

[*"Swap Agreement"* means that ISDA Master Agreement, Schedule (including the Credit Support Annex thereto) and Confirmation, each dated as of January 12, 2015, between [the Bank,] as Party A, and the Corporation, as Party B, as from time to time amended or supplemented.]

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"Swap Insurance Policy" means the financial guaranty insurance policy issued by the Bond Insurer insuring scheduled payments of the Corporation under the Swap Agreement.

"Taxes" has the meaning set forth in Section 3.4(b) hereof.

"Term Loan" has the meaning set forth in Section 2.4(b) hereof.

"Term Loan Amortization End Date" means, notwithstanding **[Section 401(m)]** of the Indenture, with respect to any Term Loan, the first to occur of (a) the fourth (4th) anniversary of the date on which the related Liquidity Advance was made Term Loan Commencement Date; (b) the fourth (4th) anniversary of the Termination Date; (c) the date on which any Bank Bond representing such Term Loan matures, is prepaid or cancelled pursuant to the Indenture; (d) the date on which any Bank Bond representing such Term Loan is remarketed pursuant to the Indenture and the Remarketing Agreement; (e) the date on which the Letter of Credit is replaced by an Alternate Letter of Credit pursuant to the terms of the Indenture; (f) the date on which the Bonds are converted to an interest rate other than the [**Weekly Interest Rate]**; and (g) the date the Bank gives notice pursuant to Section 8.2(c)(ii) hereof.

"Term Loan Amortization Payment Date" means, with respect to any Term Loan, the related Term Loan Amortization Start Date and each date that is six (6) months after any Term Loan Amortization Payment Date, and the Term Loan Amortization End Date, with the final payment of principal being due and payable on the related Term Loan Amortization End Date.

"Term Loan Amortization Start Date" means the related Term Loan Commencement Date.

"Term Loan Commencement Date" means, for a Term Loan, the one hundred eighty first (181st) day following the date the related Liquidity Advance was made.

"Term Loan Rate" means, with respect to any Term Loan or any Bank Bond evidencing such Term Loan, a fluctuating rate of interest equal to the Base Rate *plus* one percent (1%); provided, however, that (i) immediately and automatically upon the occurrence of an Event of Default (and without any notice given with respect thereto) and during the continuance of such Event of Default, "Term Loan Rate" shall mean a fluctuating rate of interest equal to the Default Rate.

"Termination Date" has the meaning set forth in the Letter of Credit.

"Trigger Date" has the meaning set forth in Section 6.16 hereof.

"Trust Amounts" has the meaning set forth in Section 2.8 hereof.

"Trustee" has the meaning set forth in the recitals hereto.

"2015 CAFR" means the comprehensive annual financial report of the County dated as of June 30, 2015.

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"Underlying Provisions" has the meaning set forth in Section 7.27 hereof.

"Weekly Interest Rate" has the meaning set forth in the Indenture.

Section 1.2. Incorporation of Certain Definitions by Reference. Each capitalized term used herein and not otherwise defined herein shall have the meaning provided therefor in the Indenture.

Section 1.3. Accounting Terms and Determinations. All accounting terms not specifically defined herein shall be construed in accordance with generally accepted accounting principles.

Section 1.4. Interpretation. The following rules shall apply to the construction of this Agreement unless the context requires otherwise: (a) the singular includes the plural, and the plural the singular; (b) words importing any gender include the other gender and the neuter gender; (c) references to statutes are to be construed as including all statutory provisions consolidating, and all regulations promulgated pursuant to, such statutes; (d) references to "writing" include printing, photocopy, typing, lithography and other means of reproducing words in a tangible visible form; (e) the words "including", "includes" and "include" shall be deemed to be followed by the words "without limitation"; (f) references to the introductory paragraph, recitals, articles, sections (or clauses or subdivisions of sections), exhibits, appendices, annexes or schedules are to those of this Agreement unless otherwise indicated; (g) references to agreements and other contractual instruments shall be deemed to include all subsequent amendments and other modifications to such instruments, but only to the extent that such amendments and other modifications are permitted or not prohibited by the terms of this Agreement; (h) article and section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose; and (i) unless otherwise indicated, references to Persons include their respective permitted successors and assigns.

ARTICLE II

LETTER OF CREDIT; REIMBURSEMENT; LIQUIDITY ADVANCES; TERM LOANS

Section 2.1. Application for Letter of Credit. Each of the Corporation and the County hereby applies to the Bank for, and authorizes and instructs the Bank to issue for the County's account, the Letter of Credit and to make Liquidity Advances and Term Loans. The Bank agrees that it will pay all Drawings under the Letter of Credit from its own funds and not the funds of any other Person.

Section 2.2. Conditions Precedent to Issuance of the Letter of Credit. Upon satisfaction of each and every condition listed below, the Bank hereby agrees to issue the Letter of Credit:

(a) Counterparts of this Agreement and the Fee Letter shall have been duly executed and delivered by the Corporation, the County and the Bank;

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(b) the Bank shall have received true, correct and complete copies of the Related Documents, each in form and substance satisfactory to the Bank. With respect to the Remarketing Agreement, there shall be included all amendments and supplements thereto, if any, that have been executed and delivered by the parties thereto since initial delivery of the Bonds and the County will certify to the Bank that each of said Related Documents, as the same may have been amended and supplemented to the Date of Issuance, is in full force and effect on and as of the Date of Issuance;

(c) the Bank shall have received counterparts of the Cancellation Agreement executed and delivered by the Corporation, the County, the Bond Insurer and the Bank;

(d) the Bank shall have received from the Bond Insurer a copy of the Bond Insurance Policy **[with the original Bank Bond Endorsement]**;

(e) the Bank shall have received the opinion of Nixon Peabody LLP, as to the enforceability of this Agreement and the Fee Letter and such other matters as the Bank may reasonably request, which opinion shall be dated the Date of Issuance and shall be addressed to the Bank;

(f) the Bank shall have received a copy of the approving opinion of Nixon Peabody LLP dated as of December 10, 2008, and a reliance letter addressed to the Bank and dated the Date of Issuance with respect to such approving opinion;

(g) the Bank shall have received the opinion of counsel to the County and the Corporation addressing such matters as the Bank may reasonably request, which opinion shall be dated the Date of Issuance and shall be addressed to the Bank;

(h) the Bank shall have received, on or prior to the Date of Issuance, a copy of the resolutions of the County authorizing the execution, delivery and performance of this Agreement and the County Related Documents, certified by the Clerk of the Board of Supervisors of the County, which certification shall include a statement to the effect that such resolutions are in full force and effect on the Date of Issuance and have not been amended;

(i) the Bank shall have received, on or prior to the Date of Issuance, a certificate of the Clerk of the Board of Supervisors of the County certifying the names and true signatures of the officials of the County authorized to sign this Agreement, the Fee Letter and the other documents to be delivered by the County hereunder;

(j) the Bank shall have received, on or prior to the Date of Issuance, the articles of incorporation and bylaws of the Corporation, together with all amendments thereto, certified as to accuracy and completeness by the Assistant Treasurer of the Corporation, and a good standing certificate in respect of the Corporation issued by the California Secretary of State and dated a date not more than ten Business Days prior to the Date of Issuance;

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(k) the Bank shall have received, on or prior to the Date of Issuance, a copy of the resolutions of the Corporation authorizing the execution, delivery and performance of this Agreement, the Fee Letter and the other documents to be delivered by the Corporation hereunder and the other Corporation Related Documents, certified by the Assistant Treasurer of the Corporation, which certification shall include a statement to the effect that such resolutions are in full force and effect on the Date of Issuance and have not been amended;

(l) the Bank shall have received a certificate of the Assistant Treasurer of the Corporation certifying the names and true signatures of the officials of the Corporation authorized to sign this Agreement, the Fee Letter and the other documents to be delivered by the Corporation hereunder;

(m) a copy of the Remarketing Memorandum shall have been delivered by the Corporation, or the County on behalf of the Corporation, to the Bank;

(n) *reserved*;

(o) the following statements shall be true and correct on the Date of Issuance in the sole determination of the Bank, and the Bank shall have received a certificate signed by the Authorized Officer, dated the Date of Issuance, stating that:

(i) the representations and warranties of the Corporation and the County contained in this Agreement, the Corporation Related Documents and the County Related Documents and each certificate furnished or delivered by the Corporation and the County to the Bank pursuant hereto or thereto are true and correct on and as of the Date of Issuance as though made on and as of such date;

(ii) no "default" or "event of default" under any Corporation Related Document or County Related Document and no Default or Event of Default has occurred and is continuing or would result from the issuance of the Letter of Credit or the making of any Liquidity Advance or Term Loan;

(iii) the Bonds have been assigned, and the Bank shall have received rating letters indicating, ratings of **["AA-/A-1+"]** by S&P and **["Aa3/P-1"]** by Moody's;

(iv) except as set forth in the Remarketing Memorandum, there has been no material adverse change in the financial position, results of operation or prospects of the County since June 30, 2015;

(p) no law, regulation, ruling or other action of any Governmental Authority shall be in effect and no change in the interpretation or administration thereof shall have occurred, the effect of which would be to prevent the Bank from fulfilling its obligations under this Agreement or the Letter of Credit or to prevent the County, the Corporation, the Trustee or the Remarketing Agent from fulfilling their respective

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obligations hereunder and under the Related Documents to which each such entity is a party;

(q) receipt by the Bank of evidence that **[Citigroup Global Markets Inc.]** is serving as the Remarketing Agent and that U.S. Bank National Association is serving as Trustee, in each case, as of the Date of Issuance;

(r) receipt by the Bank of one or more CLTA title insurance policies or other appropriate forms of title policy that insure the Corporation's leasehold title to the Leased Premises and the County's leasehold interest in the Leased Premises, subject to customary endorsements, in an aggregate amount not less than the principal amount of the Bonds;

(s) receipt by the Bank of a certificate from the County that the insurance required by the Facilities Lease to be in effect is in full force and effect on the Date of Issuance;

(t) receipt by the Bank of a certificate of an Authorized Officer as to the current annual fair rental value of the Leased Premises, which certificate shall be reasonably satisfactory to the Bank;

(u) receipt by the Bank of a CUSIP number for and rating of at least investment grade on the Bank Bonds;

(v) receipt by the Bank, on or prior to the Date of Issuance, of such other documents, instruments, approvals (and, if requested by the Bank, certified duplicates of executed copies thereof) or opinions as the Bank may reasonably request; and

(w) receipt by the Bank of the audited financial statements of the County for the Fiscal Years ending June 30, 2013, 2014 and 2015, the budget of each of the County and the Corporation for the current Fiscal Year, any financial projections for the current Fiscal Year and such other financial information that the Bank may request from either of the County or the Corporation.

Section 2.3. Request to Extend Availability Period. Not less than one hundred twenty (120) days nor more than one hundred eighty (180) days prior to the then current Stated Expiration Date, the County may, by written notice to the Bank (with a copy to the Bond Insurer), request that the Stated Expiration Date be extended. Following its receipt of such a request, the Bank, in its sole and absolute discretion (and after such due diligence (if any) as the Bank shall undertake), shall notify the County and the Trustee of its decision with respect to such request within 60 days of such receipt, together with any conditions thereto (including, without limitation, change in pricing), it being understood and agreed that the failure of the Bank to notify the County of any decision within such 60-day period shall be deemed to be a rejection of such request and the Bank shall not incur any liability or responsibility whatsoever to any Person by reason of its failure so to notify the County or as a result of its rejection of such request. If the Bank, in its sole discretion, elects to extend the Stated Expiration Date

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then in effect, the Bank shall deliver to the Trustee an amendment to the Letter of Credit designating the date to which the Stated Expiration Date is being extended. Such extension of the Stated Expiration Date shall be effective upon the Trustee's receipt of such amendment to the Letter of Credit, and thereafter all references in this Agreement to the Stated Expiration Date shall be deemed to be references to the date designated as such in the most recent amendment to the Letter of Credit delivered to the Trustee. Any date to which the Stated Expiration Date has been extended in accordance with this Section 2.3 may be extended in like manner.

Section 2.4. Liquidity Advances; Term Loans. (a) Unless the commitment of the Bank to make Liquidity Advances hereunder shall have terminated in accordance with Section 8.2(c)(i), if the Bank shall honor payment of a Liquidity Drawing and such payment is not reimbursed by 3:00 p.m. (Los Angeles time) on the day such payment is made and the conditions of Section 2.4(b) are satisfied on such day, such payment shall constitute, and the Bank shall be deemed to have extended, a Liquidity Advance to the County on such day and in the amount of such Liquidity Drawing (each such Liquidity Advance, a *"Liquidity Advance"* and, collectively, the *"Liquidity Advances"*), which Liquidity Advance shall be payable solely from Base Rental and Trust Amounts. Subject to the abatement provisions set forth in the Facilities Lease and the fair rental value limitations set forth in Section 2.4(c) and the Facilities Lease, unless an unreimbursed Liquidity Advance becomes a Term Loan in accordance with Section 2.4(b), the County promises to pay to the Bank the unpaid principal of each Liquidity Advance no later than the Liquidity Advance Maturity Date therefor. The County also promises to pay to the Bank interest on each Liquidity Advance from the date of incurrence thereof to and including the date such Liquidity Advance is paid in full, at a rate per annum equal to the Liquidity Rate from time to time in effect, payable on the first Business Day of each month, on each date on which such Liquidity Advance is prepaid, on each date on which the Bank Bonds purchased with the proceeds of the Liquidity Drawing evidenced by such Liquidity Advance are remarketed and, unless such unreimbursed Liquidity Advance becomes a Term Loan in accordance with Section 2.4(b), on the Liquidity Advance Maturity Date therefor.

(b) Notwithstanding Section **[401(m)]** of the Indenture and subject to Section 3 hereof, in the event that (i) at 3:00 P.M. (Los Angeles time) on the Liquidity Advance Maturity Date for a Liquidity Advance, (ii) at the time a Liquidity Drawing is honored by the Bank in the case of a Liquidity Drawing that results in the termination of the Letter of Credit or **[(iii) at the time a Liquidity Drawing is honored by the Bank in connection with a Corporation Mandatory Purchase,]** (A) the representations and warranties of the County contained in contained in Article V hereof are correct, (B) no Event of Default has occurred and is continuing, (C) the commitment of the Bank to make Term Loans hereunder shall not have terminated in accordance with Section 8.2(c)(i) and (D) such Liquidity Advance or Liquidity Drawing remains unpaid, the unpaid principal amount of such Liquidity Advance or the amount of the Liquidity Drawing shall be converted into, and the Bank shall be deemed to have extended to the County, a term loan at such time (each such term loan being referred to herein as a *"Term Loan"*) and the Liquidity Advance shall be deemed paid. Subject to the abatement provisions set forth in the Facilities Lease and the fair rental value limitations set forth in Section 2.4(c) and the Facilities Lease, so long as no acceleration of Term Loans has occurred pursuant to Section 8.2(c)(ii), the principal of each Term Loan shall be repaid, in approximately equal semi-annual installments, commencing on the Term Loan Amortization Start Date and shall be repaid on each subsequent

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Term Loan Amortization Payment Date thereafter, with the last such payment of all amounts owing with regard to such Term Loan being due and payable on the Term Loan Amortization End Date. The County also promises to pay to the Bank interest on the principal of each unreimbursed Term Loan from the Term Loan Commencement Date therefor until the date such Term Loan is paid in full, at a rate per annum equal to the Term Loan Rate from time to time in effect, payable on the first Business Day of each month and on each Term Loan Amortization End Date therefor.

(c) Subject to the abatement provisions and fair rental value limitations of the Facilities Lease, following the making or deemed making of a Term Loan and for so long thereafter as any such Term Loan shall remain unpaid, the County and the Corporation shall increase the Base Rental payable under the Facilities Lease so that Base Rental for each period shall equal the lesser of (i) the sum of the Fair Rental Value and the Cumulative Excess Base Rental Amount for such period and (ii) the Obligations due in such period together with all other amounts in respect of Bonds that are required to be paid in such period pursuant to the Indenture and any other agreement.

(d) The County and the Corporation agree, at the Bank's written request, to redetermine or cause to be redetermined, the Fair Rental Value at any time and from time to time during any period in which a Term Loan is outstanding, provided that the County and the Corporation shall not be required to redetermine the Fair Rental Value more than once during any twelve (12) month period. Such redetermination shall be by any method that the Bank may reasonably request, including an appraisal conducted by an appraiser licensed as a "certified general" appraiser by the California Office of Real Estate Appraisers and shall be at the sole expense of the County. Absent a written request of the Bank to redetermine the Fair Rental Value during any period in which a Term Loan is outstanding, neither the County nor the Corporation shall redetermine the Fair Rental Value without the Bank's prior written consent; provided, however, that nothing contained in this Section 2.4(d) shall prevent the County or the Corporation from redetermining the Fair Rental Value in connection with determining the insured value of the Project or in connection with abatement of Base Rental resulting from damage to, or loss of, the Project or a portion thereof. In the event that any such redetermination shall establish that the current Fair Rental Value is greater than the Fair Rental Value previously determined, then the Fair Rental Value shall be increased by the amount of such excess. If the aggregate amount of Facilities Lease Obligations due in any rental period shall exceed the sum of the Fair Rental Value plus Cumulative Excess Base Rental Amount for such rental period, then each Facilities Lease Obligation shall be reduced pro rata based upon the amount of such Facilities Lease Obligation due in such period. Obligations which remain unpaid as a result of any such reduction are hereinafter referred to as *"Deferred Obligations"*. Deferred Obligations shall be deferred until such time as the sum of the Fair Rental Value plus the Cumulative Excess Base Rental Amount for a rental period exceeds the aggregate amount of all Facilities Lease Obligations due in such rental period, whereupon excess rental value shall be applied to reduce Deferred Obligations. The County and the Corporation agree to extend the term of the Facilities Lease in accordance with the terms thereof if, on the stated expiration thereof, any Obligations (including Deferred Obligations) remain owing to the Bank.

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(e) If for any reason a Liquidity Advance has not been paid (or deemed paid) in full by the applicable Liquidity Advance Maturity Date or a Term Loan has not been paid in full by the applicable Term Loan Amortization End Date, the County and the Corporation shall as soon as practicable thereafter use its best efforts to cause the Bonds to be converted to bear interest at a fixed interest rate to maturity.

(f) Nothing contained in this Section 2.4 shall result in, or be construed to require, an acceleration of Rental Payments under the Facilities Lease and nothing contained in this Section 2.4 is intended to abrogate abatement of Base Rental in accordance with the terms of the Facilities Lease.

Section 2.5. Prepayments. (a) The Corporation, the County, the Trustee or the Bond Insurer on any Business Day, upon at least two Business Days' notice to the Bank, may prepay the outstanding amount of any Liquidity Advance or Term Loan, in whole or in part in amounts aggregating $25,000 and multiples of $5,000 in excess thereof, with accrued interest to the date of such prepayment on the amount prepaid. In the event the County partially prepays a Term Loan, such prepayment shall be applied to remaining semiannual principal payments in reverse chronological order.

(b) Upon the remarketing of Bank Bonds, the County shall cause the Trustee to deliver to the Bank all proceeds thereof. If any Differential Interest Amount exists with respect to Bank Bonds upon the remarketing thereof, the County shall deliver such Differential Interest Amount to the Trustee on the date such Bank Bonds are to be remarketed. If the Bank receives proceeds from the remarketing of Bank Bonds together with any Differential Interest Amount owing thereon, the Bank shall (i) apply such proceeds and Differential Interest Amount (with interest being paid before principal) to the payment of the principal of, and interest on, the Liquidity Advance or Term Loan, as the case may be, resulting from the Liquidity Drawing the proceeds of which were used to purchase such Bank Bonds and (ii) reinstate the Letter of Credit in accordance with its terms.

Section 2.6. Reimbursement of Drawings. Except as otherwise provided in Section 2.4, the County or the Trustee on behalf of the County shall pay the Bank as reimbursement for each Drawing honored by the Bank a sum equal to the full amount of such Drawing no later than 1:00 p.m. (Los Angeles time) on the date such Drawing is honored.

Section 2.7. Evidence of Obligations. The Bank shall maintain in accordance with its usual practice an account or accounts evidencing the reimbursement obligations of the County resulting from each Drawing made from time to time under the Letter of Credit, the making of Liquidity Advances and Term Loans and the amounts of principal and interest payable and paid from time to time hereunder. Such account or accounts shall be made available to the County during regular business hours upon the reasonable request of the County to the Bank. In any legal action or proceeding in respect of this Agreement, the entries made in such account or accounts shall be conclusive evidence (absent manifest error) of the existence and amounts of the obligations of the County therein recorded.

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Section 2.8. Security. Subject to the application in accordance with the terms of the Indenture of Base Rental and amounts on deposit in the Credit Facility Payment Account and the Credit Facility Revenue Account (each as used in the Indenture) (collectively, *"Trust Amounts"*), the Corporation and the County hereby irrevocably grant a lien on and a security interest in, and pledges, Base Rental and Trust Amounts to the Bank (for the benefit of the Bank and any Affiliate of the Bank to whom any Obligation is at any time owed), which lien on, security interest in and pledge of Base Rental and Trust Amounts is on parity with the pledge of Base Rental and Trust Amounts set forth in the Indenture, to secure the timely payment of all Obligations and to secure the performance and observance of all of the covenants, agreements and conditions contained in this Agreement and the Related Documents to which the Bank or any Affiliate thereof is a party. This lien on and security interest in and pledge of Base Rental and Trust Amounts shall constitute a valid pledge of and charge and lien upon Base Rental and Trust Amounts, shall immediately attach and be effective, binding, and enforceable against the Corporation and the County, its respective successors, purchasers of any Base Rental and Trust Amounts, creditors, and all others asserting rights therein to the extent set forth in, and in accordance with, the Indenture, irrespective of whether those parties have notice of the lien on, security interest in and pledge of Base Rental and Trust Amounts and without the need for any physical delivery, recordation, filing or further act.

Section 2.9. Limited Recourse Obligations. The Obligations shall not be payable from any income, receipts or revenues of the Corporation and the County other than Base Rental and Trust Amounts, nor shall the Obligations constitute a legal or equitable pledge, charge, lien, or encumbrance upon any of the property or upon any of the income, receipts, or revenues of the Corporation and the County, except Base Rental and Trust Amounts. In the event Base Rental and Trust Amounts are insufficient to pay all Obligations in full, the County will, subject to compliance with applicable debt limitations, consider seeking and utilizing, but shall not be obligated to seek or utilize, additional sources of funds and properties legally available to it in order to reimburse the Bank in full for all unpaid Obligations.

Section 2.10. Bank Bonds. (a) Bonds purchased by the Bank or the Corporation (pursuant to Section 6.16 of this Agreement and **[Section 403]** of the Indenture), or by the Trustee on behalf of the Bank or the Corporation (pursuant to Section 6.16 of this Agreement or **[Section 403]** of the Indenture) with the proceeds of a Liquidity Drawing shall constitute Bank Bonds and shall, from the date of such purchase and while they are Bank Bonds, bear interest at the Liquidity Rate or the Term Loan Rate, as applicable, and have other characteristics of Bonds set forth in the Indenture. Upon purchasing Bank Bonds, the Bank shall be entitled to and shall be deemed assigned all rights and privileges accorded Owners, except to the extent such rights and privileges conflict with this Agreement, in which case the terms of this Agreement shall prevail and govern. Upon purchasing Bank Bonds, the Bank shall be recognized by the Corporation, the County and the Trustee as the true and lawful owner of such Bank Bonds, free from any claims, liens, security interests, equitable interests and other interests of the County, except as such interests might exist under the terms of the Bank Bonds with respect to all Owners. Upon Bonds becoming Pledged Bonds, the Bank shall be recognized by the Corporation, the County and the Trustee as the lawful pledgee of such Pledged Bonds and the Corporation, the County and the Trustee acknowledge and agree that all payments in respect of

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such Pledged Bonds shall be made directly to the Bank and all power to control the disposition of such Pledged Bonds shall be vested in the Bank.

(b) So long as the Bonds are issued in book-entry form and held by the Trustee as custodian of DTC as part of DTC's fast automated transfer program (*"FAST Eligible Bonds"*), concurrent with the Trustee's receipt of the purchase price (or portion thereof) for each purchase of Bonds by the Bank hereunder, the Trustee shall, as a participant of DTC (or any other successor securities depository) or an eligible transfer agent, make a direct registration electronic book-entry (A) crediting the DTC account designated by the Bank as its account in which to hold Bank Bonds purchased by it (the *"Bank Book-Entry Account"*) by the principal amount of the Bonds purchased hereunder by the Bank using the Bank Bond CUSIP Number; and (B) debiting the book-entry account of DTC for the Bonds (the *"DTC Book-Entry Account"*), thereby reducing the principal balance of the global certificate representing the Bonds by the principal amount of the Bonds purchased hereunder by the Bank. So long as the Bonds are FAST Eligible Bonds, upon a remarketing of Bank Bonds in accordance with the terms of the Indenture and upon the Trustee's receipt from the Remarketing Agent and/or the County of the proceeds of such remarketing, the Trustee shall, as a participant of DTC (or any other successor securities depository) or an eligible transfer agent, make a direct registration electronic book-entry in its records (A) debiting the Bank Book-Entry Account by the principal amount of the Bonds so remarketed; and (B) crediting the DTC Book-Entry Account thereby increasing the principal balance of the global certificate representing the Bonds by the principal amount of the Bonds so remarketed. The Trustee acknowledges that it is familiar with the procedures and requirements set forth in the notice from DTC, dated April 4, 2008, respecting "Variable Rate Demand Obligations (*"VRDO"*) Failed Remarketings and Issuance of Bank Bonds", as amended by DTC Notice number B3488-08, dated May 15, 2008 (as amended, the *"DTC Notice"*) which, as of the date hereof, must be followed in the event that any of the Bonds that are tendered for purchase become Bank Bonds. The Trustee agrees that, if any of the Bonds become Bank Bonds and if the DTC Notice is in effect at such time, at the expense of the County, the Trustee will follow the DTC procedures set forth in the DTC Notice, including the withdrawal from DTC of any Bonds that have become Bank Bonds and the simultaneous deposit with DTC of the Bank Bonds, as identified by the Bank Bond CUSIP Number, to be held in the Bank Book-Entry Account. The Bank agrees that it shall not request the Trustee to, and the Trustee shall not be required to, deviate from the DTC procedures set forth in the DTC Notice, to the extent that the DTC Notice is in effect. To the extent that, following any amendment of the DTC Notice, the procedures and requirements therein should become inconsistent with any aspect of the provisions in this subsection (b), the Trustee, the County and the Bank shall promptly negotiate in good faith and agree upon amendments of this subsection (b) so as to eliminate such inconsistency.

(c) If the Bonds are no longer FAST Eligible Bonds, concurrent with the Trustee's receipt of the purchase price for each purchase of Bonds by the Bank hereunder, the Trustee shall register each Bank Bond in the name of the Bank and shall cause the Trustee to hold each Bank Bond as the agent, bailee and custodian (in such capacity, the *"Custodian"*) of the Bank for the exclusive benefit of the Bank. The Custodian acknowledges and agrees that it is acting and will act with respect to Bank Bonds at the direction of the Bank for the

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exclusive benefit of the Bank and that the Custodian is not and shall not at any time be subject in any manner or to any extent to the direction or control of the County, the Corporation or any other Person with respect to Bank Bonds. The Custodian agrees to act in strict accordance with this Agreement and in accordance with any lawful written instructions delivered to the Custodian from time to time pursuant hereto by the Bank. Under no circumstances shall the County permit the Custodian to deliver possession of Bank Bonds to, or cause Bank Bonds to be registered in the name of, the County, the Corporation, the Remarketing Agent or any Person other than the Bank except in accordance with the express terms of this Agreement and the Indenture or otherwise upon the written instructions of the Bank (as long as such instructions are not inconsistent with the Indenture). If, while this Agreement is in effect, the Custodian shall become entitled to receive or shall receive any payment in respect of any Bank Bonds, the Custodian agrees to accept the same as the Bank's agent and to hold the same in trust on behalf of the Bank and to deliver the same forthwith to the Bank. Upon the remarketing of any Bank Bonds and the Trustee's receipt from the Remarketing Agent and/or the County of the proceeds of such remarketing, the Custodian shall release Bank Bonds in a principal amount equal to the principal amount of Bonds so remarketed to the Remarketing Agent or the County, as the case may be, in accordance with the terms of the Indenture. The Custodian shall be entitled to rely and shall be protected in acting upon any document believed by it to be genuine and to have been signed or presented by the proper party or parties. The Custodian shall not be liable for any error in judgment made in good faith by its responsible officers, employees and agents unless the Custodian, its responsible officers, employees or agents were grossly negligent or engaged in willful misconduct. Anything herein to the contrary notwithstanding, the Custodian shall have no liability hereunder for any act or omission except as shall result from its gross negligence or willful misconduct. Except as provided above, without the prior written consent of the Bank, the Custodian agrees that it will not sell, assign, transfer, exchange or otherwise dispose of, or grant any option with respect to, Bank Bonds, and will not create, incur or permit to exist any pledge, lien, mortgage, hypothecation, security interest, charge, option or any other encumbrance or take any other action with respect to Bank Bonds, or any interest therein, or any proceeds thereof. The Custodian shall deliver to the Bank at the Bank's request such information as may be in the possession of the Custodian with respect to Bank Bonds. If the Custodian is holding Bank Bonds, the Custodian shall, at its own expense, to maintain and keep in full force and effect: fidelity insurance; theft of documents insurance; forgery insurance; and errors and omissions insurance (which may be maintained by self-insurance). All such insurance shall be in amounts, with standard coverage and subject to deductibles that are customary for insurance typically maintained by a bank or other financial institution acting as custodian.

ARTICLE III

PAYMENT TERMS

Section 3.1. Bank Rights to Payments. The Corporation, or the County, on behalf of the Corporation, shall pay to the Bank the fees, expenses and payments described in the Fee Letter at the times and in the amounts specified in the Fee Letter. Any references to fees, expenses and payments owed to the Bank hereunder without specific reference to the Fee

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Letter shall be read so as to include the Fee Letter, which is hereby incorporated by reference as if set forth in its entirety.

Section 3.2. Increased Costs and Reduced Return. (a) If the Bank determines that any Change in Law affecting the Bank or its Parent regarding capital or liquidity requirements has or would have the effect of reducing the rate of return on the capital or liquidity of the Bank or its Parent as a consequence of this Agreement, the Fee Letter or the Letter of Credit to a level below that which the Bank or its Parent would have achieved but for such Change in Law (taking into consideration the Bank's policies and the policies of the Parent with respect to capital adequacy), then from time to time, within forty-five (45) days after written demand by the Bank, the County shall pay to the Bank or its Parent, such additional amount or amounts as will compensate the Bank or its Parent for such reduction in the rate of return on the capital or liquidity of the Bank or its Parent.

(b) If any Change in Law:

(i) Shall subject the Bank to any tax, duty, assessment or other charge with respect to the Letter of Credit or the commitment of the Bank to make Liquidity Advances and/or Term Loans, or shall change the basis of taxation of payments to the Bank of reimbursements of Drawings and payments of Liquidity Advances and/or Term Loans or in respect of any other amounts due under this Agreement or the Fee Letter (except for changes in the rate of tax on the overall net income of the Bank); or

(ii) Shall impose, modify or deem applicable any reserve, special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or credit extended by, the Bank or shall impose on the Bank or on the United States market for letters of credit any other condition affecting its obligation to issue or maintain the Letter of Credit or the Bank's commitment to make Liquidity Advances and/or Term Loans or in respect of Liquidity Advances and/or Term Loans made by the Bank;

and the result of any of the foregoing is to increase the cost to the Bank of making or maintaining the Letter of Credit or the Bank's commitment to make Liquidity Advances and/or Term Loans or Liquidity Advances and/or Term Loans made by the Bank or to reduce the amount of any sum received or receivable by the Bank under this Agreement, the Fee Letter or the Letter of Credit, within forty-five (45) days after written demand by the Bank, the County agrees to pay or cause to be paid to the Bank such additional amount or amounts as will compensate the Bank for such increased cost or reduction.

(c) Failure or delay on the part of the Bank or any Participant to demand compensation pursuant to this Section shall not constitute a waiver of the Bank's or such Participant's right to demand such compensation. Notwithstanding anything contained in this Section, the County shall have no liability to the Bank or any Participant or the Bank's or such Participant's parent or holding company for any increased costs, increased capital or reduction in rate of return to the extent incurred by or imposed on the Bank or any Participant or the Bank's or such Participant's parent or holding company more than one hundred eighty (180) days prior

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to the date the above-described written demand is given to the County with respect thereto (the *"Cut-Off Date"*), except where such increased costs, increased capital or reduction in rate of return apply to the Bank or Participant or the Bank's or such Participant's parent or holding company retroactively to a date prior to the Cut-Off Date. Each demand for compensation pursuant to this Section shall be accompanied by a certificate of the Bank or such Participant in reasonable detail setting forth the computation of such compensation (including the reason therefor), which certificate shall be conclusive, absent manifest error, as against all other Persons, including the County and the Corporation. In determining any compensation pursuant to this Section, the Bank or such Participant may use reasonable averaging and attribution methods, reasonable estimates, assumptions, allocations and the like that the Bank or such Participant in good faith determines to be appropriate.

(d) The agreements in this Section shall survive the termination of the Letter of Credit and repayment of all of the Obligations.

Section 3.3. Overdue Payments; Default Pricing; Excess Interest. (a) Overdue principal and overdue interest in respect of each Drawing, each Liquidity Advance, Term Loan and any other overdue amount payable by the County hereunder shall bear interest at a per annum rate equal to the Default Rate. During the continuance of an Event of Default, each Drawing, each Liquidity Advance, Term Loan and any other amount payable by the County hereunder shall bear interest at a rate per annum equal to the Default Rate. Interest shall be calculated on the basis of a year consisting of 365/366 days and actual days elapsed. Interest payable at the Default Rate shall be payable upon demand.

(b) Interest not paid when due pursuant to Section 3.3(a) above, shall, to the extent permitted by law, be compounded on a monthly basis and added to principal.

(c) If the rate of interest payable hereunder shall exceed the Maximum Bank Rate for any period for which interest is payable, then, subject to Section 2.4(c), (i) interest at the Maximum Bank Rate shall be due and payable with respect to such interest period and (ii) interest at the rate equal to the difference between (A) the rate of interest calculated in accordance with the terms hereof and (B) the Maximum Bank Rate (the *"Excess Interest"*), shall be deferred until such date as the rate of interest calculated in accordance with the terms hereof ceases to exceed the Maximum Bank Rate, at which time the County shall pay to the Bank, with respect to amounts then payable to the Bank that are required to accrue interest hereunder, such portion of the deferred Excess Interest as will cause the rate of interest then paid to the Bank to equal the Maximum Bank Rate, which payments of deferred Excess Interest shall continue to apply to such unpaid amounts hereunder until all deferred Excess Interest is fully paid to the Bank. Upon the termination of the Letter of Credit and this Agreement, in consideration for the limitation of the rate of interest otherwise payable hereunder, the County shall pay to the Bank a fee equal to the amount of all unpaid deferred Excess Interest.

Section 3.4. Payments.

(a) *Method and Place of Payment.* Except as otherwise specifically provided herein, all amounts payable under this Agreement shall be made to the Bank not later than 1:00 p.m.

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Los Angeles time on the date when due and shall be made in Dollars in immediately available funds. Whenever any payment to be made hereunder shall be stated to be due on a day which is not a Business Day, the due date thereof shall be extended to the next succeeding Business Day and, with respect to payments of principal, interest shall be payable at the applicable rate during such extension. Amounts received later than 1:00 p.m. Los Angeles time on a Business Day but before the Bank's close of business on such Business Day shall be deemed received on or before 1:00 p.m. Los Angeles time on the next Business Day.

(b) *Net Payments.* All payments made by the Corporation, or the County on behalf of the Corporation, hereunder and under the Fee Letter shall be made without setoff, counterclaim or other defense. All such payments will be made free and clear of, and without deduction or withholding for, any present or future taxes, levies, imposts, duties, fees, assessments or other charges of whatever nature now or hereafter imposed by any jurisdiction or by any political subdivision or taxing authority thereof or therein (but excluding, except as provided below, any tax imposed on or measured by the overall net income of the Bank pursuant to the laws of the jurisdiction (or any political subdivision or taxing authority thereof or therein) under which the Bank is organized) and all interest, penalties or similar liabilities with respect thereto (collectively, *"Taxes"*). If the County shall be required by any law, rule or regulation to deduct any Taxes from or in respect of any sum payable under this Agreement or any Related Document to the Bank, (i) the sum payable shall be increased as necessary so that after making all required deductions (including deductions applicable to additional sums payable under this Section), the Bank receives an amount equal to the sum it would have received had no such deductions been made, (ii) the County shall make such deductions, (iii) the County shall pay the full amount deducted to the relevant taxation authority or other authority in accordance with applicable laws, rules and regulations and (iv) within forty-five (45) days after the date of such payment, the County shall furnish to the Bank the original or a certified copy of a receipt evidencing payment thereof. The County will to the maximum extent permitted by applicable law indemnify and hold harmless the Bank, and reimburse the Bank upon its written request, for the amount of any Taxes so levied or imposed and paid by the Bank, and from all CDIAC fees. The agreements in this subsection shall survive the termination of the Letter of Credit and repayment of all of the Obligations.

(c) *Reimbursement by the County*. If and to the extent permitted by applicable law, the County shall reimburse the Bank, within forty five (45) days after demand therefor, for the full amount of any Indemnified Taxes or Other Taxes (including Indemnified Taxes or Other Taxes imposed or asserted on or attributable to amounts payable under this Section) paid by the Bank and any penalties, interest and reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes or Other Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate stating the amount of such payment or liability delivered to the County by the Bank shall be conclusive absent manifest error.

(d) *Evidence of Payments*. As soon as practicable after any payment of Indemnified Taxes or Other Taxes by the County to a Governmental Authority, the County shall deliver to the Bank the original or a certified copy of a receipt issued by such Governmental Authority

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evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Bank, as applicable.

(e) *Survival.* Without prejudice to the survival of any other agreement of the County hereunder, the agreements and obligations of the County contained in this Section shall survive the termination of this Agreement and the Letter of Credit and the payment in full of the Bonds and the obligations of the County thereunder and hereunder.

ARTICLE IV

NATURE OF OBLIGATIONS; INDEMNITY

Section 4.1. Obligations of the County and the Corporation. The obligations of the County and the Corporation under this Agreement shall be primary, absolute, independent, unconditional and irrevocable and shall be performed strictly in accordance with the terms of this Agreement, including without limitation the following circumstances:

(a) Any lack of validity or enforceability of the Letter of Credit, the Related Documents or any other agreement or instrument relating to any of the above;

(b) Any amendment or waiver of, or any consent to or departure from, any provision of any of the Related Documents, except for any waiver or consent granted by the Bank;

(c) The existence of any claim, setoff, defense or other rights that the County or the Corporation may have at any time against the Trustee, any beneficiary or transferee of the Letter of Credit (or any Person for whom the Trustee, any such beneficiary or any such transferee may be acting), the Bank or any other Person, whether in connection with this Agreement, the Related Documents or any unrelated transaction;

(d) Any breach of contract or other dispute between the Corporation, the County and the Trustee, any beneficiary or transferee of the Letter of Credit (or any Person for whom the Trustee, any such beneficiary or any such transferee may be acting), any Owner, the Bank or any other Person;

(e) Any demand, statement or any other document presented under the Letter of Credit or hereunder proving to have been forged, fraudulent, invalid or insufficient in any respect or any statement therein being untrue or inaccurate in any respect whatsoever;

(f) Payment by the Bank under the Letter of Credit against presentation of a draft or certificate which does not comply strictly with the terms of the Letter of Credit;

(g) Any non-application or misapplication by the Trustee, any paying agent or the tender agent or otherwise of the proceeds of any Drawing; or

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(h) The failure by the Bank to honor any Drawing under the Letter of Credit or to make any payment demanded under the Letter of Credit on the grounds that the demand for such payment does not conform strictly to the terms and conditions of the Letter of Credit.

Section 4.2. Indemnification. To the maximum extent permitted by applicable law, the County agrees to indemnify, save and hold harmless each Bank-Related Person from and against: (i) any and all claims, demands, actions or causes of action that (x) are asserted against any Bank-Related Person by any Person relating directly or indirectly to a claim, demand, action or cause of action that such Person asserts or may assert against the Corporation or the County or any of their elected or appointed officials, directors, officers or employees or any plant, property or equipment of the County or the Corporation; and/or (y) may at any time (including at any time following repayment of the Obligations) be asserted or imposed against any Bank-Related Person arising out of or relating to this Agreement or any Related Agreement, the use or contemplated use of the proceeds of any Drawing, any Liquidity Advance, any Term Loan or the relationship of the County, the Corporation and the Bank under this Agreement or any Related Document; (ii) any investigative, administrative or judicial proceeding by any Governmental Authority arising out of or related to a claim, demand, action or cause of action described in subsection (i) above; and (iii) any and all liabilities (including liabilities under indemnities), losses, costs or expenses (including attorney costs) that any Bank-Related Person suffers or incurs as a result of the assertion of any foregoing claim, demand, action, cause of action or proceeding, or as a result of the preparation of any defense in connection with any foregoing claim, demand, action, cause of action or proceeding, in all cases, and whether or not a Bank-Related Person is a party to such claim, demand, action, cause of action or proceeding; *provided* that no Bank-Related Person shall be entitled to indemnification for any claim determined by a final decision of a court of competent jurisdiction to have been caused by such Bank-Related Person's own gross negligence or willful misconduct or for any loss asserted against it by another Bank-Related Person. The agreements in this subsection shall survive the termination of the Letter of Credit and repayment of all of the Obligations.

Section 4.3 Obligations and Liability of the Bank. (a) Except as provided in this Agreement, the Bank shall not be obligated to issue any further credits, to cure any defaults under any Related Document or otherwise, or in any other manner to extend any financial consideration or accommodation to the County or the Corporation.

(b) The Bank shall not be deemed to have waived or released any of its rights or remedies (whether specified in or arising under this Agreement or otherwise available to it by law or agreement) unless the Bank shall have signed a written waiver or release. Delay or failure to act on the Bank's part shall not constitute a waiver of or otherwise preclude enforcement of any of their rights and remedies. All of the Bank's rights and remedies shall be cumulative and may be exercised separately or concurrently. The Bank need not resort to any particular right or remedy before exercising or enforcing any other, and the Bank's resort to any right or remedy shall not preclude the exercise or enforcement of any other right or remedy.

(c) Neither the Bank nor any of its officers, directors, employees or agents shall be liable for or responsible for any acts or omissions of the Trustee, any transferee of the Letter of

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Credit, the Remarketing Agent, any paying agent or tender agent for the Bonds with respect to its use of the Letter of Credit and the application of proceeds drawn thereunder. Neither the Bank nor any of its officers, directors, employees or agents shall be liable or responsible for:

(i) The use that may be made of the Letter of Credit or for any acts or omissions of the Trustee or any transferee of the Letter of Credit in connection therewith;

(ii) The form, validity, sufficiency, accuracy or genuineness of documents, or of any endorsements thereon, even if such documents should prove to be in any or all respects invalid, insufficient, inaccurate, fraudulent or forged, so long as the Bank was not grossly negligent or guilty of willful misconduct as determined by a court of competent jurisdiction;

(iii) Payment by the Bank against presentation of documents that do not comply strictly with the terms of the Letter of Credit, including failure of any documents to bear any reference or adequate reference to the Letter of Credit;

(iv) The validity or sufficiency of any instrument transferring or assigning or purporting to transfer or assign the Letter of Credit or the rights or benefits thereunder or proceeds thereof, in whole or in part, which may prove to be invalid or ineffective for any reason;

(v) Errors, omissions, interruptions or delays in transmission or delivery of any messages by telex, mail, cable, telegraph, facsimile or otherwise, whether or not they have been in cipher, including any Drawings under the Letter of Credit;

(vi) Errors in interpretation of technical terms; or

(vii) Any consequences arising from causes beyond the control of the Bank, including, without limitation, any Government Acts;

provided that, notwithstanding anything in the preceding clauses (i) through (vii) to the contrary, the County and the Corporation shall have a claim against the Bank, and the Bank shall be liable to the County and the Corporation, to the extent, but only to the extent, of any direct, as opposed to consequential, damages suffered by the County and/or the Corporation that the County and/or the Corporation, as the case may be, proves were caused by (A) the Bank's failure to pay under the Letter of Credit after the presentation to it by the Trustee of a sight draft and certificate strictly complying with the terms and conditions of the Letter of Credit or (B) the Bank's willful or grossly negligent payment under the Letter of Credit as determined by a final decision of a court of competent jurisdiction.

In furtherance and not in limitation of the foregoing, the Bank may accept documents that appear on their face to be in order, without responsibility for further investigation, regardless of any notice or information to the contrary.

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ARTICLE V

REPRESENTATIONS AND WARRANTIES OF COUNTY

The County represents and warrants as follows:

Section 5.1. Existence and Power. The County is a political subdivision of the State organized, and existing under and by virtue of the constitution and laws of the State, and is possessed of full powers to own and lease (as lessor and lessee) real and personal property, to conduct its business as presently conducted and to enter into contracts such as this Agreement and the County Related Documents, which powers have been validly exercised in connection with the transactions effected by this Agreement and the County Related Documents.

Section 5.2. Authorization; Contravention; Approvals. The execution, delivery and performance by the County of this Agreement and the County Related Documents and the other documents contemplated hereby and thereby are within the powers of the County, have been duly authorized by all necessary actions and (i) do not contravene any law, rule, regulation, order, writ, judgment, injunction, decree, determination or award or any indenture, agreement, lease, instrument or other contractual restriction binding on or affecting the County and (ii) except as provided in or contemplated by this Agreement and the County Related Documents, do not result in or require the creation of any Lien, security interest or other charge or encumbrance upon or with respect to any asset of the County. The County is not in violation of or in default in any material respect under any law, rule, regulation, order, writ, judgment, injunction, decree, determination or award that would prevent or is reasonably likely to prevent the County from performing its obligations under this Agreement or/the County Related Documents. The County is not in violation of or in default in any material respect under any indenture, agreement, lease, instrument or other contractual restriction or the County Related Documents that would prevent or is reasonably likely to prevent the County from performing its obligations under this Agreement or/the County Related Documents. No Default or Event of Default has occurred and is continuing. All orders, consents and other authorizations or approvals of all Governmental Authorities and all other Persons have been obtained (and no additional authorization, approval or other action by, and no notice to or filing or registration with, any Governmental Authority is required to be made or obtained by the County) for the due execution, delivery and performance by the County of this Agreement and the County Related Documents.

Section 5.3. Enforceability. This Agreement and the County Related Documents are legally valid and binding obligations of the County enforceable against the County in accordance with their respective terms, except as such enforceability may be limited by (i) bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights generally; (ii) general principles of equity; and (iii) the exercise of judicial discretion in appropriate cases and to the limitations on legal remedies against counties in the State.

Section 5.4. Litigation. Except as disclosed in the Remarketing Memorandum, there are no actions, suits, proceedings, inquiries or investigations, at law or in equity, before any court, regulatory body, administrative tribunal or arbitrator pending or, to the best knowledge of the

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County, threatened, against or directly involving the County, affecting the existence of the County, the title of any officials to their respective offices, the Leased Premises or affecting or seeking to prohibit, restrain or enjoin the execution or delivery of this Agreement or any County Related Document, or in any way contesting or affecting the validity or enforceability of the Bonds, this Agreement, any County Related Document or contesting the tax-exempt status of the Bonds, or contesting in any way the completeness or accuracy of the Remarketing Memorandum or any supplements or amendments thereto, or contesting the powers of the County or any authority for the issuance of the Bonds, the execution and delivery of this Agreement or the County Related Documents, nor, to the best, knowledge of the County, is there any basis therefor, which, if determined adversely to the County (i) would adversely affect the validity or enforceability of, or the authority or ability of the County to perform its obligations under, this Agreement or any County Related Documents, (ii) would, in the reasonable opinion of the County, have a material adverse effect on the business, financial position or results of operations of the County or (iii) would adversely affect the exclusion of interest on the Bonds from gross income for federal income tax purposes or the exemption of such interest from State personal income taxes.

Section 5.5. Financial Information. (a) The audited financial statements of the County included in the 2015 CAFR, true and correct copies of which have heretofore been delivered or made available to the Bank, fairly present, in conformity with generally accepted accounting principles the financial position of the County and its results of operations and changes in financial position at the dates and for the periods indicated.

(b) Except as set forth in the Remarketing Memorandum, since June 30, 2015, there has been no material adverse change in the business, financial position or results of operations of the County.

(c) Except (i) as reflected in the financial statements included in the 2015 CAFR, (ii) as set forth in the Remarketing Memorandum and (iii) for the County's obligations set forth in this Agreement and the County Related Documents, there are as of the date hereof no liabilities or obligations with respect to the County of any nature whatsoever (whether absolute, accrued, contingent or otherwise and whether or not due) which individually or in the aggregate would be material to the County. The County does not know of any basis for the assertion against the County of any liability or obligation of any nature whatsoever that is not fully reflected in the financial statements included in the 2015 CAFR which, in the aggregate, could be material to the County.

Section 5.6. Disclosure. No written information furnished by the County to the Bank in connection with this Agreement (except information which has been superseded by subsequent information provided by the County and except for financial statements of the County) includes any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements made in such information and all other written information delivered by the County, when taken together and in light of the circumstances in which they were made, not misleading in any material respect. Except for information contained in the Remarketing Memorandum under the headings "THE CREDIT PROVIDER, "THE CREDIT FACILITY AND THE CREDIT AGREEMENT," and "BOND INSURANCE" and in APPENDIX C – BOOK-ENTRY ONLY

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SYSTEM, as to which no representation is made, the Remarketing Memorandum is, and any supplement or amendment to the Remarketing Memorandum shall be, accurate in all materials respects for the purpose for which its use is, was or shall be, authorized; and except for information contained in the Remarketing Memorandum under the previously mentioned captions, as to which no representation is made, the Remarketing Memorandum does not, and any such supplement or amendment will not, contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements made therein, in the light of the circumstances under which they are or were made, not misleading.

Section 5.7. Compliance with Laws. Except as disclosed in the Remarketing Memorandum, the County is in compliance with all applicable laws, including all consents, licenses, permits, orders, decrees, approvals, authorizations, registrations and filings required by any Governmental Authority having proper jurisdiction over the County, the noncompliance with which could reasonably be expected to have a material adverse effect on the assets, financial condition, the Leased Premises, business or operations of the County or its ability of the County to perform its obligations under the County Related Documents.

Section 5.8. Environmental Matters. The County has not received notice to the effect that its operations are not in compliance with any of the requirements of applicable federal, state or local environmental, health and safety statutes and regulations or are the subject of any governmental investigation evaluating whether any remedial action is needed to respond to a release of any toxic or hazardous waste or substance into the environment, in each case relating to the Leased Premises, which non-compliance or remedial action could have a material adverse effect on the assets, financial condition, the Leased Premises, business or operations of the County or its ability of the County to perform its obligations under the County Related Documents.

Section 5.9. Regulations U and X. The County is not engaged in the business of extending credit for the purpose of purchasing or carrying margin stock (within the meaning of Regulation U or X issued by the Board of Governors of the Federal Reserve System); and no proceeds of any Bonds or Drawings will be used to extend credit to others for the purpose of purchasing or carrying any margin stock.

Section 5.10. Tax-Exempt Status. The County has not taken any action or omitted to take any action, and knows of no action taken or omitted to be taken by any other Person, which action, if taken or omitted, would adversely affect the exclusion of interest on the Bonds from gross income for federal income tax purposes or the exemption of such interest from State personal income taxes.

Section 5.11. Security. The Indenture creates a valid security interest in the funds and accounts created under the Indenture and the moneys, including, without limitation, Base Rental on deposit therein, as security for the punctual payment of the interest and principal due with respect to the Bonds and all Obligations. All action necessary to create a first and exclusive lien on such funds and accounts and on moneys on deposit therein, including Base Rental, have been duly and validly taken. Once appropriated for a rental period, Rental Payments for such rental period are payable by the County from its general fund.

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Section 5.12. Rental Payments. The Assignment Agreement validly assigns to the Trustee all of the rights of the Corporation to receive Base Rental as security for (a) the punctual payment of interest and principal due with respect to the Bonds and (b) to reimburse any Credit Facility Provider (as defined in the Indenture) for payment in respect of the punctual payment of interest and principal due with respect to the Bonds. All actions necessary to create a first and exclusive right to Base Rental have been duly and validly taken.

Section 5.13. Fair Rental Value. The total principal component of Base Rental due under the Facilities Lease and the total amount due with respect to all bonds, certificates of participation or any other obligation supported by or based on the fair rental value of the Leased Premises do not exceed the current or projected fair rental value of the Leased Premises and the total principal and interest due with respect to the Bonds and the Obligations do not exceed the total Base Rental due under the Facilities Lease.

Section 5.14. Title. The County has good and insurable fee title to the Leased Premises. Each item of Leased Premises is an essential asset of the County necessary to serve the needs of the County. The County believes that at all times while any Rental Payments or any obligation of the County hereunder remains unpaid, each item of the Leased Premises will remain an essential asset of the County.

Section 5.15. Constitutional Matters. There is no amendment, or, to the best knowledge of the County, proposed amendment certified for placement on a statewide ballot, to the Constitution of the State or any published administrative interpretation of the Constitution of the State or any State law, or any legislation which has passed either house of the State legislature or is under consideration by any conference or similar committee, or any published judicial or administrative decision interpreting any of the foregoing, and no action has been passed the Board of Supervisors of the County, the effect of which could reasonably be expected to materially adversely affect the Leased Premises, the Bonds, any holder thereof in its capacity as such, this Agreement, the Rental Payments or the ability of the County to make Rental Payments.

Section 5.16. No Sovereign Immunity. The County is subject to civil and commercial law in respect of its obligations under this Agreement and the County Related Documents. The County does not enjoy any right of immunity in respect of such obligations on the grounds of immunity (sovereign or otherwise) from jurisdiction in any court or from setoff or any legal process.

Section 5.17. No Usury. The obligations of the County under this Agreement are not subject to any law, rule or regulation of the State prescribing a maximum rate of interest.

Section 5.18. Solvency. The County is able to pay its debts and satisfy its liabilities as they come due, is solvent and has not made any assignment for the benefit of creditors.

Section 5.19. Incorporation of Representations and Warranties by Reference. The County hereby makes every representation and warranty made by it in any County Related Document, which representations and warranties, as well as the defined terms contained therein that are necessary for a correct interpretation thereof, are incorporated herein by this reference

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with the same effect as if each and every such provision and defined term were set forth herein in its entirety. No amendment to such representations and warranties or defined terms made pursuant to any such County Related Document and no termination or replacement of any such County Related Document shall be effective to amend, terminate or replace such representations and warranties or defined terms as incorporated by reference therein without the prior written consent of the Bank.

Section 5.20. The Trustee and the Remarketing Agent. The Trustee is the duly appointed and acting Trustee under the Indenture. The Remarketing Agent is a duly appointed and acting remarketing agent with respect to the Bonds under the Remarketing Agreement.

ARTICLE VI

REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE CORPORATION

The Corporation represents, warrants and covenants as follows:

Section 6.1. Existence and Power. The Corporation is a nonprofit public benefit corporation duly organized and existing under and by virtue of the laws of the State, and is possessed of full powers to own and lease (as lessor and lessee) real and personal property, to conduct its business as presently conducted and to enter into contracts such as this Agreement and the Corporation Related Documents, which powers have been validly exercised in connection with the transactions effected by this Agreement and the Corporation Related Documents.

Section 6.2. Authorization; Contravention; Approvals. The execution, delivery and performance by the Corporation of this Agreement and the Corporation Related Documents and the other documents contemplated hereby and thereby are within the powers of the Corporation, have been duly authorized by all necessary actions and (i) do not contravene the articles of incorporation or bylaws of the Corporation or any law, rule, regulation, order, writ, judgment, injunction, decree, determination or award or any indenture, agreement, lease, instrument or other contractual restriction binding on or affecting the Corporation and (ii) except as provided in or contemplated by this Agreement and the Corporation Related Documents, do not result in or require the creation of any Lien, security interest or other charge or encumbrance upon or with respect to any asset of the Corporation. The Corporation is not in violation of or in default in any respect under any law, rule, regulation, order, writ, judgment, injunction, decree, determination or award or any indenture, agreement, lease, instrument or other contractual restriction or the Corporation Related Documents. All orders, consents and other authorizations or approvals of all Governmental Authorities and all other Persons have been obtained (and no additional authorization, approval or other action by, and no notice to or filing or registration with, any Governmental Authority is required to be made or obtained by the Corporation) for the due execution, delivery and performance by the Corporation of this Agreement and the Corporation Related Documents.

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Section 6.3. Enforceability. This Agreement and the Corporation Related Documents, and other documents contemplated hereby and thereby to which the Corporation is a party or by which it is bound are legally valid and binding obligations of the Corporation enforceable against the Corporation in accordance with their respective terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights generally and by general principles of equity.

Section 6.4. Litigation. Except as disclosed in the Remarketing Memorandum, there are no actions, suits, proceedings, inquiries or investigations, at law or in equity, before any court, regulatory body, administrative tribunal or arbitrator pending or, to the best knowledge of the Corporation, threatened, against or directly involving the Corporation, affecting the existence of the Corporation, the title of any officials to their respective offices, the Leased Premises or affecting or seeking to prohibit, restrain or enjoin the execution or delivery of this Agreement or any Corporation Related Document, or in any way contesting or affecting the validity or enforceability of the Bonds, this Agreement, any Corporation Related Document or contesting the tax-exempt status of the Bonds, or contesting in any way the completeness or accuracy of the Remarketing Memorandum or any supplements or amendments thereto, or contesting the powers of the Corporation or any authority for the issuance of the Bonds, the execution and delivery of this Agreement or the Corporation Related Documents, nor, to the best, knowledge of the Corporation, is there any basis therefor, which, if determined adversely to the Corporation would adversely affect the validity or enforceability of, or the authority or ability of the Corporation to perform its obligations under, this Agreement or any Corporation Related Documents.

Section 6.5. Rental Payments. The Assignment Agreement validly assigns to the Trustee all of the rights of the Corporation to receive Base Rental as security for (a) the punctual payment of interest and principal due with respect to the Bonds and (b) to reimburse any Credit Facility Provider (as defined in the Indenture) for payment in respect of the punctual payment of interest and principal due with respect to the Bonds. All actions necessary to create a first and exclusive right to Base Rental have been duly and validly taken. The Corporation acknowledges and agrees that all payments (including principal and interest) due hereunder in respect of Bank Bonds, Liquidity Advances and Term Loans shall be payable from Base Rental and all other Obligations shall constitute costs and expenses of the Corporation payable as Additional Rental.

Section 6.6. No Sovereign Immunity. The Corporation is subject to civil and commercial law in respect of its obligations under this Agreement and the Corporation Related Documents. The Corporation does not enjoy any right of immunity in respect of such obligations on the grounds of immunity (sovereign or otherwise) from jurisdiction in any court or from setoff or any legal process. To the extent that the Corporation has, or hereafter may acquire under any applicable law, any right to immunity from set-off or legal proceedings, on the grounds of governmental immunity, the Corporation hereby irrevocably waives, to the full extent permitted by law, such rights to immunity for itself in respect of any contract claims arising under or related to this Agreement or any Corporation Related Document. It is specifically understood and agreed that nothing contained in this Agreement shall be construed as an express or implied waiver by the Corporation of its governmental immunity or the governmental immunity of the State with respect to actions which lie in tort or could lie in tort.

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Section 6.7. Books and Records; Inspections. The Corporation will keep proper books of record and account in which full and correct entries shall be made of assets and liabilities, financial transactions and business of the Corporation in conformity with generally accepted accounting principles. The Corporation will upon reasonable notice permit any Person designated by the Bank in writing to examine the books and financial records, if any, of the Corporation and make copies thereof or extracts therefrom.

Section 6.8. Maintain Existence. The Corporation will preserve and maintain its existence, rights and franchises as a nonprofit public benefit corporation duly organized and existing under the laws of the State and will not merge or combine with any other Person.

Section 6.9. Compliance with Laws. The Corporation will comply with the requirements of all laws, rules, regulations and orders of any Governmental Authority having jurisdiction over the Corporation, noncompliance with which would materially adversely affect the ability of the Corporation to perform its obligations under this Agreement and the Corporation Related Documents.

Section 6.10. Compliance with Agreements. The Corporation will observe and perform all of its obligations under this Agreement and the Corporation Related Documents.

Section 6.11. Encumbrances. The Corporation will not create, or permit the creation of, any encumbrance against or affecting Rental Payments.

Section 6.12. Termination of Agreements. The Corporation will not, so long as any of the Obligations hereunder or the Bank Bonds remain unpaid, terminate (or attempt to terminate) the Bond Insurance Policy, the Assignment Agreement, the Site Lease, the Facilities Lease or the Indenture.

Section 6.13. Remedies under the Facilities Lease. The Corporation will not seek, and will not permit the Trustee, to exercise any remedies under the Facilities Lease, including termination of the Facilities Lease, without the prior written consent of the Bank but only to the extent that (i) a Bond Insurer Event of Default has occurred and is continuing or (ii) the Bond Insurance Policy is no longer in effect.

Section 6.14. Abandonment. The Corporation will not consent to the abandonment, vacation or closure of the Leased Premises by the County or any significant portion thereof.

Section 6.15. Substitution; Transfer. The Corporation will not substitute (or agree to the substitution by the County of) other land or facilities for the Leased Premises or any portion thereof or release or transfer (or agree to the release or transfer by the County of) any portion of the Leased Premises, in each case, without the prior written consent of the Bank and the Bond Insurer.

[*Section 6.16. Mandatory Purchase.* As long as the Bond Insurance Policy remains in effect, if a Bank Bond remains outstanding for one hundred forty (140) consecutive days (the "*Trigger Date*"), the Corporation shall cause a mandatory purchase of all Outstanding

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Bonds pursuant to Section 403 of the Indenture (a *"Corporation Mandatory Purchase"*) as soon as practicable and in any event not less than forty (40) days following the Trigger Date and shall instruct the Trustee to draw on the Letter of Credit to fund such purchase. The Corporation shall deliver to the Bank a copy of each notice delivered by the Corporation to the Trustee pursuant to Section 403 of the Indenture concurrent with its delivery to the Bank.][4]

Section 6.17. Incorporation of Representations, Warranties and Covenants by Reference. The Corporation hereby makes every representation, warranty and covenant made by it in any Corporation Related Document, which representations, warranties and covenants, as well as the defined terms contained therein that are necessary for a correct interpretation thereof, are incorporated herein by this reference with the same effect as if each and every such provision and defined term were set forth herein in its entirety. No amendment to such representations, warranties, covenants or defined terms made pursuant to any such Corporation Related Document and no termination or replacement of any such Corporation Related Document shall be effective to amend, terminate or replace such representations, warranties and covenants or defined terms as incorporated by reference therein without the prior written consent of the Bank.

ARTICLE VII

COVENANTS

Until the Letter of Credit has terminated on accordance with its terms and all Obligations of the County shall have been paid and performed in full, unless the Bank shall otherwise consent in writing, the County and the Corporation, to the extent applicable, agree that:

Section 7.1. Reports and Other Information. The County will furnish, or cause to be furnished, at the County's expense to the Bank:

(a) As soon as possible and in any event within five (5) Business Days after the occurrence of any Event of Default, a statement of the Authorized Officer setting forth details of such Event of Default and the action that the County proposes to take with respect thereto;

(b) As soon as available and in any event within 270 days after the end of each Fiscal Year of the County (commencing with the Fiscal Year ended June 30, 2013), a copy of the comprehensive annual financial report of the County for such year. Each comprehensive annual financial report of the County delivered pursuant to this Section 7.1(b) shall include a statement of net assets of the County as at the end of the applicable Fiscal Year, a balance sheet of governmental funds of the County as at the end of the applicable Fiscal Year, a statement of activities for the applicable Fiscal Year and a statement of revenues, expenditures and changes in fund balances of governmental funds for the applicable Fiscal Year, all in reasonable detail and reported on by a firm

4 Drafting Note: To be Discussed.

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of nationally recognized independent certified public accountants, and the report of such firm of independent certified public accountants shall state, without qualification, that such financial statements present fairly the financial position of the County and its governmental funds as of the end of the applicable Fiscal Year, the results of operations, and the changes in fund balances of the County for the applicable Fiscal Year then ended in conformity with generally accepted accounting principles;

(c) Simultaneously with the delivery of each set of financial statements referred to in clause (b) above, a certificate of an Authorized Officer stating whether there exists on the date of such certificate any Event of Default or Default and, if any Event of Default or Default then exists, setting forth the details thereof and the action that the County is taking or proposes to take with respect thereto;

(d) As soon as practicable and in any event within ten (10) Business Days after the County obtains actual knowledge of: (i) any litigation, arbitration or governmental proceeding pending against the County that challenges the County's ability to perform its obligations under this Agreement and/or the County Related Documents; (ii) any change in law or the interpretation thereof, which change materially adversely affects the County's ability to perform its obligations under this Agreement and/or the County Related Documents; (iii) any other event or condition causing a material adverse change in the County's ability to perform its obligations under this Agreement and/or the County Related Documents; or (iv) the destruction of any Leased Premises or any material damage to any such property that is not fully covered by casualty insurance, in each case a statement of the Authorized Officer of the County setting forth details describing the same and the steps being taken with thereto;

(e) As soon as available, and in any event within ten (10) Business Days following the adoption of the annual budget by the County, a certificate of an Authorized Officer confirming that the annual budget of the County has been duly adopted by the County and that such budget includes amounts estimated to be sufficient to pay all Rental Payments under the Facilities Lease during the next Fiscal Year;

(f) Promptly following its receipt thereof, a copy of any non-routine notice, certification, demand or other non-routine writing or communication from the Trustee or the Remarketing Agent or the Bond Insurer under or in connection with the Bonds or any of the other Related Documents;

(g) Promptly, notice of any event or circumstance which could permit the abatement in Base Rental due under the Facilities Lease;

(h) As soon as practicable, notice of any change in, or the withdrawal or suspension of, any Rating;

(i) As soon as available, copies of correspondence sent by the Securities and Exchange Commission or the Internal Revenue Service regarding the Bonds or any other general fund Debt of the County which could reasonably be expected to have an adverse

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effect upon the performance of the Obligations of the County under this Agreement or the County Related Documents;

(j) As soon as practicable but, in any event, within ten (10) Business Days after the adoption thereof any amendment, supplement or other modification to the Indenture, any County Related Documents and the Remarketing Memorandum, together with a copy of each such amendment, supplement or modification;

(k) From time to time, such additional information (including, without limitation, management letters) regarding the financial position, results of operations, business or prospects of the County as the Bank may reasonably request.

As and to the extent that the requirements described above can be satisfied by the posting of same on EMMA, the County and the Corporation shall be deemed to have satisfied the reporting requirements set forth above as long as posting occurs within the applicable time frame described above. The County shall use best efforts to notify the Bank of each such posting; *provided, however,* that the failure of the County to so notify the Bank shall not result in an Event of Default.

Section 7.2. Books and Records; Inspections. The County will keep proper books of record and account in which full and correct entries shall be made of assets and liabilities, financial transactions and business of the County in conformity with generally accepted accounting principles. Unless required or permitted to do so by applicable law or generally accepted accounting principles, the County shall not modify or amend its accounting standards from those employed by the County on the Date of Issuance. The County will upon reasonable notice permit any Person designated by the Bank in writing to visit any of the properties of the County, including the Leased Premises, and to examine the books and financial records of the County and make copies thereof or extracts therefrom, and to discuss the affairs, finances and accounts of the County with the principal officers of the County all at such reasonable times and as often as the Bank may reasonably request.

Section 7.3. Maintain Existence. The County will preserve and maintain its existence, rights and franchises as a county duly organized and existing under the laws of the State and will not merge, combine or consolidate with any other Person.

Section 7.4. Compliance with Laws. The County will comply with the requirements of all laws, rules, regulations and orders of any Governmental Authority having jurisdiction over the County, noncompliance with which would materially adversely affect the ability of the County to perform its obligations under this Agreement and the County Related Documents.

Section 7.5. Taxes and Liabilities . The County shall pay all its indebtedness and obligations promptly and in accordance with their terms and pay and discharge or cause to be paid and discharged promptly all taxes, assessments and governmental charges or levies imposed upon it or upon its income and profits, or upon any of its property, or upon any part thereof, before the same shall become in default, except those indebtednesses, obligations, taxes, assessments or governmental charges or levies which the County shall in good faith contest by

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proper legal proceedings if the County shall in all such cases have set aside on its books adequate reserves with respect thereto.

Section 7.6. Compliance with Agreements. The County will observe and perform all of its obligations under this Agreement and the County Related Documents.

Section 7.7. Investments. The County shall at all times comply with the provisions of Sections 5922(d), 53601 and 53635 of the California Government Code and its investment policy.

Section 7.8. Maintenance of Leased Premises. The County will maintain, preserve and keep the Leased Premises in good repair, working order and condition (ordinary wear and tear excepted) and will from time to time make all needful and proper repairs, renewals, replacements, additions and betterments thereto so that at all times the efficiency thereof shall be fully preserved and maintained.

Section 7.9. Insurance. The County will, and will cause the Corporation to, insure and keep insured the Leased Premises in accordance with the terms of the Facilities Lease.

Section 7.10. Environmental Laws. The County will, and will cause the Corporation to, comply in all material respects with the requirements of all federal, state and local environmental and health and safety laws, rules, regulations and orders applicable to or pertaining to the Leased Premises.

Section 7.11. Appropriation. The County covenants to take such action as may be necessary to include all Base Rental due under the Facilities Lease in its annual budgets and to make necessary annual appropriations for all Base Rental in accordance with the Facilities Lease. In addition, the County covenants to take such action as may be necessary to amend or supplement the budget appropriations for payments under the Facilities Lease and hereunder at any time and from time to time during any fiscal year in the event that the actual Base Rental paid in any fiscal year exceeds the pro rata portion of the appropriations then contained in the County's budget. The covenants on the part of the County contained herein shall be deemed to be and shall be construed to be duties imposed by law and it shall be the duty of each and every public official of the County to take such action and do such things as are required by law in the performance of the official duty of such officials to enable the County to carry out and perform the covenants and agreements in the Facilities Lease and in this Section 7.11 agreed to be carried out and performed by the County.

Section 7.12. Encumbrances. The County will not, and shall not permit the Corporation to, create, or permit the creation of, any encumbrance against or affecting the Base Rental other than as set forth in the Indenture. The County shall defend and keep the Leased Premises free and clear of all Liens other than those permitted by the Facilities Lease.

Section 7.13. Rent Abatement. Except as provided in the Facilities Lease, the County will not seek or assert a claim for rent abatement under the terms of the Facilities Lease.

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Section 7.14. Termination of Agreements. The County will not, and shall not permit the Corporation to, so long as any of the Obligations hereunder or the Bank Bonds remain unpaid, terminate the Site Lease, the Facilities Lease or the Indenture.

Section 7.15. Completion of Project; Abandonment. The County will not abandon, vacate or close the Leased Premises or any significant portion thereof.

Section 7.16. Substitution; Transfer. The County will not, and shall not permit the Corporation to, substitute other land or facilities for the Leased Premises or any portion thereof or transfer the Leased Premises, in each case, in each case, without the prior written consent of the Bank and the Bond Insurer as required by the Facilities Lease.

Section 7.17. County Related Documents. The County will not amend, supplement or otherwise modify, or agree to the amendment, modification or termination of, any of the County Related Documents if such action could reasonably be expected to materially adversely affect the County's ability to perform its obligations under this Agreement and the County Related Documents or materially adversely affect the business, financial position or results of operations of the County.

Section 7.18. Additional Series of Bonds. The County will not, and shall not permit the Corporation to, enter into any supplement to the Facilities Lease that creates an additional series of Bonds without the prior written consent of the Bank unless such supplement is entered into solely in connection with the execution and delivery of Refunding Bonds.

Section 7.19. Swap Termination Payments. The County shall not enter into, and shall not permit the Corporation to enter into, any interest rate swap agreement or other interest rate hedging arrangement with respect to Outstanding Bonds or Refunding Bonds the termination payments of which are payable from Base Rental on parity with, or senior to, the principal and interest components of the Bonds or the principal of and interest on any Liquidity Advance or Term Loan.

Section 7.20. Restriction on Incorporation of Favorable Provisions in Other Bank Agreements. The County shall use its best efforts not to enter into any Bank Agreement or any amendment, modification or supplement thereto that contains a Most Favored Nations Provision. Notwithstanding the preceding sentence, should the County enter into a Bank Agreement which includes a Most Favored Nations Provision, this Agreement shall automatically be deemed to include a Most Favored Nations Provision as nearly identical as the context reasonably allows to the Most Favored Nations Provision in such Bank Agreement, which deemed inclusion shall occur immediately prior to the execution and delivery of such Bank Agreement. The County shall not enter into any Bank Agreement or any amendment, modification or supplement thereto which contains a "term-out" or "bullet" payment provision or mandatory redemption schedule that requires the payment or redemption of Debt of the County (i) in less than four (4) years, (ii) in installments more frequent than semi-annual installments and/or (iii) in a single payment or in installment payments other than equal installments of principal or level payments of principal and interest over the amortization period (*"Improved Payment Terms"*) without first offering to amend this Agreement to provide for Improved Payment Terms and, if the consent of

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any Person other than the Bank is required in order to amend this Agreement to include Improved Payment Terms, securing the consent of such Person.

Section 7.21. Trustee and Remarketing Agent. The County will not, and shall not permit the Corporation to, appoint or consent to the appointment of a successor Trustee without the prior written consent of the Bank, which consent will not be unreasonably withheld. If a new Trustee is appointed, the County shall cause the new Trustee to acknowledge in writing its acceptance of its duties and obligations under Section 2.10 hereof. The County will not permit the Remarketing Agent to remarket any Bonds (i) if an Event of Default shall have occurred and be continuing and the Bank shall have instructed the County not to permit the remarketing of such Bonds, or (ii) at a price less than the principal amount thereof plus accrued interest, if any, thereon to the respective dates of remarketing. The County shall not remove the Remarketing Agent or appoint any successor thereto without the prior written consent of the Bank. If the Remarketing Agent fails to make efforts as required under the Remarketing Agreement to perform its duties under, and in accordance with the terms of, the Remarketing Agreement or if the Remarketing Agent fails to remarket Bank Bonds for thirty (30) consecutive calendar days, the County shall, at the written direction of the Bank, remove or cause the Corporation to remove the Remarketing Agent. If the Remarketing Agent is removed or resigns, the County shall, and shall cause the Corporation to, appoint a successor thereto in accordance with the terms of the Indenture and with the prior written consent of the Bank. Such appointment shall be made as soon as practicable and, in the case of resignation, no later than the resignation effective date. The County shall not, and shall not permit the Corporation to, enter into any Remarketing Agreement unless such Remarketing Agreement contains the following: (i) an agreement on the part of the Remarketing Agent to use its best efforts to remarket Bonds, including Bank Bonds, at rates up to and including the Maximum Bank Rate; and (ii) a provision that requires that the Remarketing Agent's resignation shall not become effective until thirty (30) day's following the Remarketing Agent's delivery of written notice to the County, the Corporation and the Bank and, if the County and the Corporation have not appointed a successor Remarketing Agent by the end of such thirty (30) day notice period but continues to pay remarketing fees to the Remarketing Agent, the Remarketing Agent's resignation shall not become effective until the earlier of (A) the date on which a successor Remarketing Agent is appointed and (B) thirty (30) days from the expiration of such initial thirty (30) day notice period. Without limiting the preceding sentence, the County will not, and will not permit the Corporation to, enter into any successor Remarketing Agreement without the prior written consent of the Bank, which consent shall not be unreasonably withheld, unless such successor Remarketing Agreement contains provisions that are substantially the same as those contained in, and affords protection to the rights and interests of the Bank that is substantially the same as that afforded by, the predecessor Remarketing Agreement.

Section 7.22. Alternate Letter of Credit. The Corporation and the County agree that any termination of the Letter of Credit in whole or in part as a result of the provision of an Alternate Letter of Credit, the prepayment or defeasance of the Bonds or conversion of the interest rate mode of the Bonds to a mode not supported by the Letter of Credit will require, as a condition thereto, that the Corporation and the County (or, in the case of the substitution of the Letter of Credit with an Alternate Letter of Credit, the issuer of the Alternate Letter of Credit) will provide

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funds on the date of such termination, which funds will be sufficient to pay in full at the time of termination of the Letter of Credit all Obligations due to the Bank hereunder.

Section 7.23. Best Efforts. Notwithstanding Section 401(m) of the Indenture, in the event (a) the Corporation and the County do not request an extension of the Availability Period prior to the then current Stated Expiration Date; or (b) the Bank denies or fails to respond to a request to extend the Availability Period; the Corporation and the County shall use their best efforts to secure an Alternate Letter of Credit for the Bonds, convert the Bonds to a mode of interest that does not require credit enhancement, prepay the Bonds or defease the Bonds, in any case prior to the expiration of the Letter of Credit.

Section 7.24. Return of Letter of Credit. The County shall, upon the occurrence of the Termination Date, cause the Trustee to surrender forthwith the Letter of Credit to the Bank for cancellation.

Section 7.25. Optional Redemption. The County will not, and will not permit the Corporation or Trustee to, mail a redemption notice in respect of a Bond that is to be optionally redeemed from the proceeds of a Drawing unless (i) all funds required to reimburse the Bank for such Drawing are on deposit with the Trustee on the mailing date, (ii) the Bank is satisfied that funds required to reimburse the Bank for such Drawing will be on deposit with the Trustee on the date such Drawing is to be made, (iii) such Bond is to be redeemed with the proceeds of Refunding Bonds for which the County shall have a firm commitment to purchase from an underwriter or other purchaser, or (iv) the optional redemption of such Bond is expressly conditioned on moneys sufficient to pay the redemption price thereof being available on the redemption date in the Redemption Account under the Indenture, and the notice of such redemption includes such condition, all as provided in Section 608 of the Indenture. In addition, the County will not permit, nor cause the optional prepayment of, any Bond (other than Bank Bonds) prior to the prepayment of Bank Bonds and paying all amounts then due and payable to the Bank hereunder and under the Indenture.

Section 7.26. Remarketing Memorandum. The County shall not change any reference to the Bank in the Remarketing Memorandum without the Bank's prior written consent thereto.

Section 7.27. Use of Proceeds; Regulation U and X. The County will use the proceeds of the Bonds solely as provided for in the Indenture. The County shall ensure that the proceeds of Drawings are used solely to pay the principal and interest components, the prepayment price and the purchase price of the Bonds *provided* that the Bonds are not insured or guaranteed by a financial guaranty. The County will not permit any proceeds from any Drawing to be used for the purpose of purchasing or carrying margin stock (within the meaning of Regulation U or X issued by the Board of Governors of the Federal Reserve System).

Section 7.28. Ranking of Obligations. The County shall not take any action that would result in the Obligations not ranking at least *pari passu* in right of payment with all obligations of the Corporation and the County to the other creditors that are payable from general fund revenues.

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Section 7.29. Maintenance of Tax-Exempt Status of the Bonds. The County will not take any action or omit to take any action which, if taken or omitted, would adversely affect the exclusion of interest on the Bonds from gross income for purposes of federal income taxation or the exemption of such interest from State personal income taxes.

Section 7.30. No Sovereign Immunity. To the extent that the County has, or hereafter may acquire under any applicable law, any right to immunity from set-off or legal proceedings, on the grounds of governmental immunity (sovereign or otherwise), the County hereby irrevocably waives, to the full extent permitted by law, such rights to immunity for itself in respect of any contract claims arising under or related to this Agreement or any County Related Document. It is specifically understood and agreed that nothing contained in this Agreement shall be construed as an express or implied waiver by the County of its governmental immunity or the governmental immunity of the State with respect to actions which lie in tort or could lie in tort.

Section 7.31. Incorporation of Covenants by Reference. The County, by this reference, hereby incorporates into this Agreement those covenants and agreements made by it in the County Related Documents, as such covenants and agreements exist on the date hereof, as if such covenants and agreements were set forth herein in their entirety together with all defined terms and interpretative provisions necessary for a complete understanding thereof (such material covenants, agreements and defined and interpretative terms, the *"Underlying Provisions"*; the Underlying Provisions as so incorporated, the *"Incorporated Provisions"*). The Incorporated Provisions shall be deemed to be made for the benefit of the Bank and shall be enforceable against the County by the Bank. No amendment to such Underlying Provisions (or the defined terms relating thereto) made pursuant to the Related Documents, which could reasonably be expected to have a material adverse effect on the ability of the County to timely perform its obligations hereunder or under the County Related Documents shall be effective to amend such incorporated covenants without the prior written consent of the Bank. The Incorporated Provisions shall be in addition to the express covenants contained herein and shall not be limited by the express covenants contained herein nor shall the Incorporated Provisions be a limitation on the express covenants contained herein. In the event of a conflict between the covenants and agreements set forth in this Article VII (other than the Incorporated Provisions) and the Incorporated Provisions, the covenants and agreements set forth in the other provisions of Article VII shall prevail.

Section 7.32. Further Assurances. The County agrees to do such further acts and things and to execute and deliver to the Bank such additional assignments, agreements, powers and instruments as the Bank may reasonably require or reasonably deem advisable to carry into effect the purposes of this Agreement or to better assure and confirm to the Bank its rights, powers and remedies hereunder and under the County Related Documents.

Section 7.33. Accounting Changes. The County will not adopt, permit or consent to any change in accounting practices other than as required by GAAP and will not adopt, permit or consent to any change in its Fiscal Year without the prior written consent of the Bank.

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ARTICLE VIII

DEFAULTS AND REMEDIES

Section 8.1. Events of Default. The occurrence and continuance of one or more of the following events shall constitute an event of default hereunder (*"Event of Default"*):

(a) The Corporation, the County and the Bond Insurer shall fail to pay when due (i) the amount of any Drawing; (ii) the principal of or interest on any Liquidity Advance or Term Loan; or (iii) any other amount payable hereunder, and such default shall continue unremedied for five (5) Business Days; or

(b) The County shall (i) default in the due performance or observance by it of any Incorporated Provision or any term, covenant or agreement contained in Sections 7.1(a), 7.3, 7.11, 7.12, 7.13, 7.14, 7.15, 7.16, 7.17, 7.18, 7.19, 7.20, 7.21, 7.22, 7.26, 7.27 or 7.28; or (ii) default in the due performance or observance by it of any other term, covenant or agreement hereunder (other than those referred to in Section 8.1(a), 8.1(b)(i) and 8.1(b)(ii)) and such default shall continue unremedied for a period of thirty (30) days after the earlier of (x) written notice to the County by the Bank or (y) an Authorized Officer becomes aware thereof; or

(c) The Corporation shall (i) default in the due performance or observance by it of any term, covenant or agreement contained in Sections 6.8, 6.11, 6.12, 6.13, 6.14, 6.15 or 6.16; or (ii) default in the due performance or observance by it of any other term, covenant or agreement hereunder (other than those referred to in Section 8.1(c)(i)) and such default shall continue unremedied for a period of thirty (30) days after written notice to the Corporation by the Bank; or

(d) Any representation, warranty, certification or statement made or deemed made by the County or the Corporation in this Agreement, any Related Document or in any certificate, financial statement or other document delivered pursuant to this Agreement shall prove when made or deemed made, in the reasonable judgment of the Bank, to have been inaccurate and misleading in any material respect; or

(e) The County shall (i) default in any payment of any Debt or lease obligation payable from the County's general fund beyond the period of grace (not to exceed thirty (30) days), if any, provided in the instrument or agreement under which such Debt or lease obligation was created, or (ii) default in the observance or performance of any agreement or condition relating to any Debt or lease obligation payable from the County's general fund contained in any instrument or agreement evidencing, securing or relating thereto, or any other event shall occur or condition exist, the effect of which default or other event or condition is to cause, or to permit the holder or holders of any Debt or lease obligation payable from the County's general fund (or a trustee or agent on behalf of such holder or holders) to cause, with the giving of notice if required, such Debt or lease obligation payable from the County's general fund to become due prior to its stated maturity; or (iii) any Debt or lease

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obligation payable from the County's general fund shall be declared to be due and payable, or required to be prepaid other than by a regularly scheduled required prepayment, prior to the stated maturity thereof other than as a result of the voluntary refunding thereof by the County; or

(f) The County or the Corporation shall commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of itself or any substantial part of its property, or shall consent to any such relief or to the appointment of or taking possession by any such official in an involuntary case or other proceeding commenced against it, or shall make a general assignment for the benefit of creditors, or shall fail generally, or in the reasonable judgment of the Bank be unable, to pay its debts as they become due, or shall take any action to authorize any of the foregoing; or

(g) An involuntary case or other proceeding shall be commenced against the County or the Corporation seeking liquidation, reorganization or other relief with respect to it or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property and such case or proceeding is not controverted within thirty (30) days and dismissed within sixty (60) days; or an order for relief shall be entered against the County or the Corporation under the federal bankruptcy laws as now or hereafter in effect; or

(h) Any material provision of this Agreement or any of the Related Documents shall cease to be valid and binding, or the County or the Corporation shall contest any such provision, or the County, the Corporation or any agent or trustee on behalf of the County or the Corporation shall deny that such entity has any or further liability under this Agreement or any of the Related Documents to which such entity is a party; or

(i) A moratorium shall have been declared or announced by a Governmental Authority (whether or not in writing) with respect to any Debt of the County payable from the County's general fund; or

(j) Dissolution or termination of the existence of the County or the Corporation; or

(k) One or more final, non-appealable judgments or orders for the payment of money in excess of $10,000,000 in the aggregate and for which insurance proceeds shall not be available shall be rendered against the County and such judgment(s) or order(s) shall not be stayed, bonded, vacated, discharged or satisfied for a period of sixty (60) days; or

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(l) Any of the funds or accounts established pursuant to the Indenture or any funds or accounts on deposit, or otherwise to the credit of, such funds or accounts shall become subject to any stay, writ, judgment, warrant of attachment, execution or similar process by any of the creditors of the County or the Corporation and such stay, writ, judgment, warrant of attachment, execution or similar process shall not be released, vacated or stayed within forty-five (45) days after its issue or levy; or

(m) Any pledge or security interest created by this Agreement or any Related Document to secure any amount due by the County under this Agreement or with respect to the Bonds shall fail to be fully enforceable with the priority required hereunder or thereunder; or

(n) Any event which materially and adversely affects the financial condition of the County or the ability of the County to observe and perform its obligations under this Agreement and the County Related Documents shall have occurred and be continuing; or

(o) (i) The withdrawal or suspension for credit-related reasons by any Rating Agency of a Rating; or (ii) the downgrade by any Rating Agency of a Rating to a level below "BBB" (or its equivalent) in the case of Fitch, "Baa2" (or its equivalent) in the case of Moody's or "BBB" (or its equivalent) in the case of S&P; or

(p) There shall have been rendered a determination that interest on any of the Bonds is includable in the gross income of the Owners thereof for federal income tax purposes, as a result of the entry of any decree or judgment by a court of competent jurisdiction, or the taking of any official action by the Internal Revenue Service, whether or not such decree, judgment or action is appealable or deemed to be final under applicable procedural law, or delivery to the County, the Bank and the Trustee of an opinion of nationally recognized bond counsel selected by the Bank and reasonably acceptable to the County and the Trustee to the effect that the interest borne by the Bonds is includable in the gross income of the recipients thereof generally for federal income tax purposes; or

(q) A Bond Insurer Downgrade Event or a Bond Insurer Event of Default shall have occurred and be continuing, but solely for purposes of directing the Trustee to cause a mandatory tender of all of the Bonds in accordance with Section 402(d)(ii)(A) of the Indenture in connection with the Bank's request to cancel the Bond Insurance Policy and the Swap Insurance Policy pursuant to the Cancellation Agreement; or

(r) An "event of default" (or similar event) shall have occurred under any of the Related Documents.

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Section 8.2. Rights and Remedies Upon Event of Default. Upon the occurrence of an Event of Default hereunder the Bank, in its sole discretion, may do any, none or all of the following:

(a) Deliver a written notice to the Trustee requiring the Trustee to cause a mandatory purchase of all Outstanding Bonds pursuant to Section 402(d)(ii)(A) of the Indenture and in connection therewith instructing the Trustee to submit a final Drawing under the Letter of Credit to pay the purchase price of such Bonds upon their mandatory purchase; or

(b) Deliver a written notice to the Corporation instructing the Corporation to cause a mandatory purchase of all Outstanding Bonds pursuant to Section 403 of the Indenture and in connection therewith instructing the Trustee to submit a Drawing under the Letter of Credit to pay the purchase price of such Bonds upon their mandatory purchase; or

(c) The Bank may by written notice to the Corporation and the County take any or all of the following actions, without prejudice to the rights of the Bank to enforce its claims against the Corporation and the County (*provided,* that, if an Event of Default specified in Section 8.1(f) or 8.1(g) shall occur, the result which would occur upon the giving of written notice by the Bank to the Corporation and the County as specified in clauses (i) and (ii) below shall occur automatically without the giving of any such notice): (i) declare the commitment of the Bank to make Liquidity Advances and Term Loans terminated, whereupon such commitment shall forthwith terminate immediately; and (ii) declare the principal of and any accrued interest in respect of all Liquidity Advances, Term Loans and all other Obligations (other than the payment of the principal of and interest on Bank Bonds) owing hereunder to be, whereupon the same shall become, forthwith due and payable without presentment, demand or protest of any kind, all of which are hereby waived by the County; or

(d) The Bank may, but shall not be obligated to, take such action as may be necessary to cure such Event of Default on behalf of and for the account of the Corporation and the County; or

(e) Exercise any rights and remedies available to the Bank at law, equity or under any Related Document.

Nothing contained in this Section 8.2 shall result in, or be construed to require, an acceleration of Rental Payments under the Facilities Lease and nothing contained in this Section 8.2 is intended to abrogate abatement of Rental Payments made in accordance with the terms of the Facilities Lease. Nothing contained in Section 8.2 shall abrogate the obligation of the Bank to honor Drawings presented in accordance with the terms of the Letter of Credit prior to the termination of the Letter of Credit in accordance with its terms; *provided, further* that so long as the Bond Insurance Policy remains in effect, the Bank shall not accelerate any payment under this Agreement without the written consent of the Bond Insurer.

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It is understood that, upon the occurrence of an Event of Default, the Bank may exercise its rights with respect to remedies available to it under the Indenture or any of the other Related Documents, all without limiting or restricting the Bank's ability, at a later date, to exercise its rights with respect to any remaining revenues for payment of any remaining indebtedness of the County to the Bank; *provided* that so long as the Bond Insurance Policy remains in effect the Bank agrees that it shall take no action under the Indenture or any other Related Document (other than this Agreement) without the prior written consent of the Bond Insurer. It is understood that the Bond Insurer is only obligated under the Bond Insurance Policy to pay regularly scheduled principal and interest on the Bonds and any Bank Bonds, regardless of the occurrence of an Event of Default. Payments made in respect of Bank Bonds by the Bond Insurer shall be credited to interest and principal due on the Bank Bonds as if such payments were made by the Corporation, or the County on behalf of the Corporation, but such payment by the Bond Insurer shall not extinguish the obligation of the Corporation or the County to reimburse the Bond Insurer therefor.

ARTICLE IX
MISCELLANEOUS

Section 9.1. Notices. (a) Except as otherwise expressly provided herein, all notices and other communications provided for hereunder shall be in writing, mailed by registered or certified mail, with return receipt requested, delivered by a nationally recognized overnight courier, telecopied or hand delivered. All such notices and other communications shall be effective (i) if given by mail, 3 days after the date of deposit in the mails, postage prepaid, addressed as specified in this Section, (ii) if given by facsimile, when sent to the facsimile number set forth below (or such other number as may be provided to each of the other parties listed in this Section in writing) and when confirmed by telephone or (iii) if given by other means, when delivered to the address specified herein:

If to the County, to it at:

County of Riverside
County Administration Center
4080 Lemon Street, 4th Floor
Riverside, CA 92501-36512
Attention: County Executive Officer
Facsimile: (951) 955-1105
Telephone: (951) 955-1127

If to the Corporation, to it at:

County of Riverside Asset Leasing Corporation
County Administration Center
4080 Lemon Street, 4th Floor
Riverside, CA 92501-36512
Attention: Assistant Treasurer
Facsimile: (951) 955-1105

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Telephone: (951) 955-1127

If to the Trustee, to it at:

U.S. Bank National Association
633 West Fifth Street, 24th Floor
Los Angeles, California 90071
Attention: Corporate Trust Services
Facsimile: (213) 615-6199
Telephone: (213) 615-6005

If to the Bond Insurer, to it at:

Assured Guaranty Municipal Corp.
31 West 52nd Street
New York, New York 10019
Attention: Managing Director – Surveillance
Re: Policy No. D-2008-1047
Facsimile: (212) 339-3556
Telephone: (212) 826-0100

If to the Remarketing Agent, to it at:

[Citigroup Global Markets Inc.
390 Greenwich Street, 2nd Floor
New York, New York 10013
Attention: Manager, Short-Term Finance Group]

If to the Bank with respect to credit matters, to:

Jay M. Goldstone, Managing Director
445 South Figueroa Street, 5th Floor
Los Angeles, CA 90071
Tel: 213-236-5993
Fax: 213-236-6917
Email: jgoldstone@us.mufg.jp

If to the Bank with respect to Drawings under the Letter of Credit, to:

MUFG Union Bank, N.A.
1980 Saturn Street
Monterey Park, California 91755-7417
Attention: **[__ Standby Letters of Credit ___]**
Telecopy: (323) 720-2773

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or at such other address as shall be designated by such party in a written notice to the other party hereto.

(b) This Agreement may be transmitted and/or signed by facsimile. The effectiveness of any such documents and signatures shall, subject to applicable law, have the same force and effect as manually signed originals and shall be binding on the County, the Corporation and the Bank.

(c) Electronic mail and hyperlinks to internet websites that do not require passwords may be used only to distribute routine notices, such as financial statements and other information, and to distribute documents for execution by the parties thereto, and may not be used for any other purpose unless delivery by such means is promptly followed by hand delivery, delivery by courier or delivery by facsimile.

Section 9.2. Governing Law; Venue. (a) PURSUANT TO SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW (OR ANY SUCCESSOR STATUTE THERETO), THIS AGREEMENT SHALL BE DEEMED TO BE A CONTRACT UNDER, AND SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK AND APPLICABLE FEDERAL LAW; *PROVIDED, HOWEVER,* THE OBLIGATIONS OF THE COUNTY HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA AND APPLICABLE FEDERAL LAW WITHOUT REGARD TO CHOICE OF LAW RULES.

(b) Any and all disputes or legal actions or proceedings arising out of, under and/or pertaining to this Agreement, the Letter of Credit or any document related hereto or thereto may be brought in the courts of the State located in the City of Los Angeles or the United States of America District Court for the Central District of California and, by execution and delivery of this Agreement, the parties hereto consent to and hereby accept for themselves and in respect of their property, generally and unconditionally, the jurisdiction of the aforesaid courts. To the maximum extent permitted by law, the parties hereto hereby irrevocably waive any objection, including, without limitation, any objection to the laying of venue or based on the grounds of forum non conveniens, which they may now or hereafter have to the bringing of any such action or proceeding in such respective jurisdictions. Each party agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. All mailings under this Section 9.2 shall be by certified mail, return receipt requested.

(c) Each party irrevocably consents to the service of any and all process in any such suit, action or proceeding by mailing or delivering copies of such process to such party at its address provided in Section 9.1. Nothing in this Section 9.2 shall affect the right of a party to serve legal process on the other party in any other manner permitted by law.

Section 9.3. Waiver of Jury Trial; Judicial Reference. (a) With respect to any suit, actions or proceedings relating to this Agreement, the Fee Letter or Bank Bonds, to the fullest extent permitted by applicable law, the Corporation, the County and the Bank each waives any right it may have to trial by jury. The Corporation and the County further warrants and

Attachment: LOC and Reimb Agr (Riverside) - 4071991.01.10 (3) (2704 : Letter of Credit Substitution)

represents that such waiver has been intentionally, knowingly and voluntarily made, following consultation with its legal counsel. If and to the extent that the foregoing waiver of the right to a jury trial is unenforceable for any reason in such forum, the Corporation, the County and the Bank each hereby consent to the adjudication of any and all claims pursuant to judicial reference as provided in California Code of Civil Procedure Section 638, and the judicial referee shall be empowered to hear and determine any and all issues in such reference whether fact or law. The Corporation, the County and the Bank each represent that it has reviewed this waiver and consent and it knowingly and voluntarily waives its jury trial rights and consents to judicial reference following the opportunity to consult with legal counsel of its choice on such matters. In the event of litigation, a copy of this agreement may be filed as a written consent to a trial by the court or to judicial reference under California Code of Civil Procedure Section 638 as provided herein.

(b) The Corporation and the County each waives, to the extent not prohibited by law, any right it may have to claim or recover from the Bank in any legal action or proceeding any special, exemplary, punitive or consequential damages.

(c) The Bank hereby recognizes that the procedural requirements applicable to commencing an action against the Corporation and the County differ from requirements applicable to nongovernmental entities.

Section 9.4. Successors and Assigns. (a) The provisions of this Agreement shall be binding upon and shall inure to the benefit of the County, the Corporation and the Bank and their respective successors and assigns, except that neither the County nor the Corporation may assign or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the Bank and the Bond Insurer (so long no Bond Insurer Event of Default has occurred and is continuing and the Bond Insurance Policy is in effect). Except as provided subsections (b) and (c) below and except during the continuance of an Event of Default, the Bank may not assign or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the County and the Bond Insurer (so long no Bond Insurer Event of Default has occurred and is continuing and the Bond Insurance Policy is in effect).

(b) The Bank may at any time assign to one or more banks or other institutions (each an *"Assignee"*) all, or a proportionate part of all, of its rights (but not its obligations) under this Agreement and the Letter of Credit. The Bank may at any time grant to one or more banks or other institutions (each a *"Participant"*) participating interests in the Drawings under the Letter of Credit and the reimbursement obligations, Liquidity Advances and Term Loans arising therefrom. In the event of any such grant by the Bank of a participating interest to a Participant, whether or not upon notice to the County, the Bank shall remain responsible for the performance of its obligations hereunder and under the Letter of Credit, and the County shall continue to deal solely and directly with the Bank in connection with the Bank's rights and obligations under this Agreement and the Letter of Credit. Any agreement pursuant to which the Bank may grant such a participating interest shall provide that the Bank shall retain the sole right and responsibility to enforce the obligations of the County hereunder and under the Related Documents, including, without limitation, the right to approve any amendment, modification or waiver of any provision of this Agreement or any Related Document; *provided* that such participation agreement may

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provide that, without first obtaining the consent of the Participant thereunder, the Bank will not agree to any modification, amendment or waiver of this Agreement or the Indenture which (i) increases or decreases the stated amount of the Letter of Credit, (ii) reduces the principal of or interest on any unreimbursed Drawing, Liquidity Advance or Term Loan owing to the Bank, (iii) postpones or changes the date fixed for any payment of principal of or interest on any unreimbursed Drawing, Liquidity Advance or Term Loan or fees owing to the Bank, (iv) decreases the formula by which the fees for the Letter of Credit are calculated or (v) releases the Lien of the Trustee over the Rental Payments. The County and the Corporation each agrees that each Participant shall be entitled to the benefits of Sections 3.3, 3.5(b) and 4.2 hereof with respect to its participating interest, *provided* that no Participant or other transferee of any Bank's rights shall be entitled to receive any greater payment than the Bank would have been entitled to receive with respect to the rights participated or transferred.

(c) The Bank may at any time assign all or any portion of its rights under this Agreement and the Letter of Credit to a Federal Reserve Bank. No such assignment by the Bank shall release the Bank from its obligations hereunder or under the Letter of Credit.

Section 9.5. Severability of Provisions. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

Section 9.6 Amendments; Waivers. None of the provisions of this Agreement may be amended, changed, waived, discharged or terminated except by an instrument in writing signed and duly executed by the parties; *provided, however,* that so long as the Bond Insurance Policy is still in effect, consent of the Bond Insurer shall be required in order to amend, change, waive, discharge or terminate any of the following provisions of the Agreement: (i) the definition of "Bond Insurer Downgrade Event," (ii) the definition of "Bond Insurer Event of Default," (iii) the definition of "Cancellation Agreement," (iv) the definition of "Maximum Bank Rate," (v) Section 2.4, (vi) Section 2.8, (vii) Section 2.10(a), (viii) Section 6.13, (ix) Section 6.16, (x) Section 7.16, (xi) Article VIII, (xii) Section 9.4(a), (xiii) this Section 9.6 or (xiv) Section 9.10.

Section 9.7 Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts, each of which counterparts, when so executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute one and the same Agreement.

Section 9.8 Entire Agreement. This Agreement and the other Related Documents constitutes the entire agreement and understanding between the parties hereto and supersedes any and all prior agreements and understandings, oral or written, relating to the subject matter hereof.

Section 9.9. Headings; Table of Contents. Article and Section headings in this Agreement and the Table of Contents are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

Attachment: LOC and Reimb Agr (Riverside) - 4071991.01.10 (3) (2704 : Letter of Credit Substitution)

Section 9.10. Bond Insurer Notices; Third Party Beneficiary. So long as the Bond Insurance Policy remains in effect, the Corporation, the County and the Bank shall provide the Bond Insurer with a copy of all notices delivered to either party. Any provision of this Agreement requiring the consent of the Bond Insurer shall cease to apply upon the occurrence of a Bond Insurer Event of Default. The Bond Insurer is hereby expressly made a third party beneficiary of this Agreement.

Section 9.11. USA PATRIOT Act. The Bank hereby notifies the Corporation and the County that, pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107 56 signed into law October 26, 2001) (the *"Patriot Act"*), it is required to obtain, verify and record information that identifies the County and the Corporation, which information includes the name and address of the County and the Corporation and other information that will allow the Bank to identify the County and the Corporation in accordance with the Patriot Act. The Corporation and the County each hereby agrees that it shall promptly provide such information upon request by the Bank.

Section 9.12. No Advisory or Fiduciary Relationship. In connection with all aspects of each transaction contemplated hereby (including in connection with any amendment, waiver or other modification hereof or of any other Related Document), each of the County and the Corporation acknowledges and agrees, and acknowledges their respective Affiliates' understanding, that: (a) (i) the services regarding this Agreement provided by the Bank and any Affiliate thereof are arm's-length commercial transactions between each of the County and the Corporation, on the one hand, and the Bank and its Affiliates, on the other hand, (ii) each of the County and the Corporation has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, and (iii) each of the County and the Corporation is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby and by the other Related Documents; (b) (i) the Bank and its Affiliates each is and has been acting solely as a principal and, except as expressly agreed in writing by the relevant parties, has not been, is not, and will not be acting as an advisor, agent or fiduciary, for either of the County or the Corporation, or any other Person and (ii) neither the Bank nor any of its Affiliates has any obligation to any of the County or the Corporation with respect to the transactions contemplated hereby except those obligations expressly set forth herein and in the other Related Documents; and (c) the Bank and its Affiliates may be engaged in a broad range of transactions that involve interests that differ from those of either of the County or the Corporation, and neither the Bank nor any of its Affiliates has any obligation to disclose any of such interests to either of the County or the Corporation. To the fullest extent permitted by law, each of the County and the Corporation, hereby waives and releases any claims that it may have against the Bank or any of its Affiliates with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transactions contemplated hereby.

[Remainder of page intentionally left blank.]

Attachment: LOC and Reimb Agr (Riverside) - 4071991.01.10 (3) (2704 : Letter of Credit Substitution)

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be duly executed and delivered by its respective officer thereunto duly authorized as of the date first written above.

COUNTY OF RIVERSIDE ASSET LEASING CORPORATION

By: _____
Name: _____
Title: _____

Attachment: LOC and Reimb Agr (Riverside) - 4071991.01.10 (3) (2704 : Letter of Credit Substitution)

COUNTY OF RIVERSIDE

By: _____
Name: _____
Title: _____

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MUFG UNION BANK, N.A.

By: _____
Name: _____
Title: _____

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For Purposes of Section 2.10:
Acknowledged and Agreed

U.S. BANK NATIONAL ASSOCIATION, as Trustee
and as Custodian

By: _____
Name: _____
Title: _____

Attachment: LOC and Reimb Agr (Riverside) - 4071991.01.10 (3) (2704 : Letter of Credit Substitution)

EXHIBIT A

FORM OF LETTER OF CREDIT
IRREVOCABLE LETTER OF CREDIT

[November 4, 2016]
Letter of Credit No. **[LC# _____]**

U.S. Bank National Association
633 West Fifth Street, 24th Floor
Los Angeles, CA 90071
Attention: Global Corporate Trust Services

Ladies and Gentlemen:

We hereby establish in your favor at the request and for the account of the County of Riverside our irrevocable Letter of Credit in the amount of U.S. **[$75,043,644] [Seventy Five Million Forty Three Thousand Six Hundred Forty Four Dollars]** (such initial stated amount, as reduced or increased as provided herein from time to time, the *"Stated Amount"*) in connection with the Bonds (as defined below) available with ourselves by sight payment against presentation of one or more signed and dated demands addressed by you to MUFG Union Bank, N.A., 1980 Saturn Street, Monterey Park, California 91775-7417, Attention: **[__ Standby Letters of Credit ___]** or by telecopy at telecopier number (323) 720-2773 (the *"Presentation Office"*), each in the form of Annex A (an *"A Drawing"*), Annex B (a "*B Drawing"*), Annex C (a *"C Drawing"*), Annex D (a *"D Drawing"*) or Annex E (a *"E Drawing"*) hereto (with all instructions in brackets therein being complied with). Each such demand must be presented to us (1) in its signed and dated original form at the Presentation Office (as hereinafter defined), or (2) by facsimile transmission of such signed and dated original form to our telecopier number specified after our signature on this Letter of Credit (the *"MUFG Telecopy Number"*).

Each such presentation must be made to the Presentation Office on a Business Day (a day on which the Presentation Office is open to conduct its Letter of Credit business) at or before 5:00 p.m. local time at the Presentation Office.

This Letter of Credit expires at the Presentation Office on **[December 4, 2021]** or, if such date is not a Business Day, then on the first (1st) succeeding Business Day thereafter (the *"Termination Date"*).

The amount of any demand presented hereunder will be the amount inserted in numbered Paragraph 4 of said demand. By honoring any such demand we make no representation as to the correctness of the amount demanded.

Attachment: LOC and Reimb Agr (Riverside) - 4071991.01.10 (3) (2704 : Letter of Credit Substitution)

We hereby agree with you that each demand presented hereunder in full compliance with the terms hereof will be duly honored by our payment to you of the amount of such demand, in immediately available funds of MUFG Union Bank, N.A.:

(i) not later than 2:30 p.m., local time at the Presentation Office, on the Business Day on which such demand is presented to us as aforesaid if such presentation is made to us at or before 9:00 a.m., local time at the Presentation Office, or

(ii) not later than 12:00 p.m., local time at the Presentation Office, on the Business Day following the Business Day on which such demand is presented to us as aforesaid, if such presentation is made to us after 9:00 a.m., local time at the Presentation Office.

Notwithstanding the foregoing, any demand presented hereunder, in full compliance with the terms hereof, for a C Drawing will be duly honored (i) not later than 12:30 p.m., local time at the Presentation Office, on the Business Day on which such demand is presented to us as aforesaid if such presentation is made to us at or before 8:30 a.m., local time at the Presentation Office, and (ii) not later than 11:00 a.m., local time at the Presentation Office, on the Business Day following the Business Day on which such demand is presented to us as aforesaid if such presentation is made to us after 8:30 a.m., local time at the Presentation Office.

If the remittance instructions included with any demand presented under this Letter of Credit require that payment is to be made by transfer to an account with us or with another bank, we and/or such other bank may rely solely on the account number specified in such instructions even if the account is in the name of a person or entity different from the intended payee.

With respect to any demand that is honored hereunder, the total amount of this Letter of Credit shall be reduced as follows:

(A) With respect to each A Drawing paid by us, the total amount of this Letter of Credit shall be reduced by the amount of such A Drawing with respect to all demands presented to us after the time we receive such A Drawing; *provided, however,* that the amount of such A Drawing shall be automatically reinstated on the sixth (6th) Business Day following the date such A Drawing is honored by us, unless (i) you shall have received notice from us sent to you at your above address by express courier or registered mail, or by facsimile transmission to your fax number **[(213) 615-6198]** (the *"Beneficiary Fax Number"*), no later than five (5) Business Days after such A Drawing is honored by us, that there shall be no such reinstatement, or (ii) such sixth (6th) Business Day falls after the Expiration Date;

(B) With respect to each B Drawing paid by us, the total amount of this Letter of Credit shall be reduced with respect to all demands presented to us after the time we receive such B Drawing by the sum of (1) the amount inserted as principal in paragraph 5(A) of the B Drawing plus (2) the greater of (a) the amount inserted as interest in paragraph 5(B) of the B Drawing and (b) interest on the amount inserted as principal in paragraph 5(A) of the B Drawing calculated for 50 days at the rate of twelve

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percent per annum based on a year of 365 days (with any fraction of a cent being rounded upward to the nearest whole cent), and no part of such sum shall be reinstated;

(C) With respect to each C Drawing paid by us, the total amount of this Letter of Credit shall be reduced with respect to all demands presented to us after the time we receive such C Drawing by the sum of (1) the amount inserted as principal in paragraph 5(A) of the C Drawing plus (2) the greater of (a) the amount inserted as interest in paragraph 5(B) of the C Drawing and (b) interest on the amount inserted as principal in paragraph 5(A) of the C Drawing calculated for 50 days at the rate of twelve percent per annum based on a year of 365 days (with any fraction of a cent being rounded upward to the nearest whole cent); *provided, however,* that if the Bonds (as defined below) related to such C Drawing are remarketed and the remarketing proceeds are paid to us prior to the Termination Date, then on the day we receive such remarketing proceeds the amount of this Letter of Credit shall be reinstated by an amount which equals the sum of (i) the amount paid to us from such remarketing proceeds and (ii) interest on such amount calculated for the same number of days, at the same interest rate, and on the basis of a year of the same number of days as is specified in (2)(b) of this paragraph (C) (with any fraction of a cent being rounded upward to the nearest whole cent), with such reinstatement and its amount being promptly advised to you; *provided, however,* that in no event will the total amount of all C Drawing reinstatements exceed the total amount of all Letter of Credit reductions made pursuant to this paragraph (C).

(D) With respect to each D Drawing paid by us, the total amount of this Letter of Credit shall be reduced with respect to all demands presented to us after the time we receive such D Drawing by the sum of (1) the amount inserted as principal in paragraph 5(A) of the D Drawing plus (2) the greater of (a) the amount inserted as interest in paragraph 5(B) of the D Drawing and (b) interest on the amount inserted as principal in paragraph 5(A) of the D Drawing calculated for 50 days at the rate of twelve percent per annum based on a year of 365 days (with any fraction of a cent being rounded upward to the nearest whole cent); *provided, however,* that if the Bonds (as defined below) related to such D Drawing are remarketed and the remarketing proceeds are paid to us prior to the Termination Date, then on the day we receive such remarketing proceeds the amount of this Letter of Credit shall be reinstated by an amount which equals the sum of (i) the amount paid to us from such remarketing proceeds and (ii) interest on such amount calculated for the same number of days, at the same interest rate, and on the basis of a year of the same number of days as is specified in (2)(b) of this paragraph (D) (with any fraction of a cent being rounded upward to the nearest whole cent), with such reinstatement and its amount being promptly advised to you; provided, however, that in no event will the total amount of all D Drawing reinstatements exceed the total amount of all Letter of Credit reductions made pursuant to this paragraph (D).

Upon presentation to us of a E Drawing in compliance with the terms of this Letter of Credit, no further demand whatsoever may be presented hereunder.

No A Drawing which we honor shall be for an amount more than U.S. $**[1,213,644]**.

Attachment: LOC and Reimb Agr (Riverside) - 4071991.01.10 (3) (2704 : Letter of Credit Substitution)

It is a condition of this Letter of Credit that the amount available for drawing under this Letter of Credit shall be decreased automatically without amendment upon our receipt of each reduction authorization in the form of Annex F to this Letter of Credit (with all instructions therein in brackets being complied with) sent to us (1) in its signed and dated original form at the Presentation Office, or (2) by facsimile transmission of such signed and dated original form to the MUFG Telecopy Number.

This Letter of Credit is subject to, and engages us in accordance with the terms of, the International Standby Practices (1998 Revision), Publication No. 590 of the International Chamber of Commerce (the *"ISP"* or *"Governing Rules"*) and as to matters not addressed by the ISP shall be governed by and construed in accordance with the laws of the State of California, including, without limitation, the Uniform Commercial Code as in effect in such state, and applicable U.S. Federal law, except to the extent such laws are inconsistent with the provisions of the ISP or this Letter of Credit.

This Letter of Credit is transferable and may be transferred more than once, but in each case only in the amount of the full unutilized balance hereof to any single transferee who you shall have advised us pursuant to Annex G has succeeded U.S. Bank National Association or a successor trustee as Trustee under the Indenture of Trust, dated as of December 1, 2008, as supplemented from time to time (the *"Indenture"*), among the County of Riverside Asset Leasing Corporation (the *"Corporation"*), the County of Riverside and U.S. Bank National Association, as Trustee, pursuant to which U.S. $**[73,830,000]** aggregate principal amount of the Corporation's Variable Rate Demand Leasehold Revenue Refunding Bonds Series 2008A (Southwest Justice Center Refunding) (the *"Bonds"*) were issued. Transfers may be effected only through ourselves and only upon presentation to us at the Presentation Office of a duly signed and dated instrument of transfer in the form attached hereto as Annex G (with all instructions therein in brackets complied with). Any transfer of this Letter of Credit as aforesaid must be endorsed by us on the reverse hereof and may not change the place for presentation of demands to a place other than the Presentation Office.

All payments hereunder shall be made from our own funds.

This Letter of Credit sets forth in full our undertaking, and such undertaking shall not in any way be modified, amended, amplified or limited by reference to any document, instrument or agreement referred to herein (including, without limitation, the Bonds and the Indenture), except the Governing Rules to the extent that they are not inconsistent with or made inapplicable by this Letter of Credit; and any such reference shall not be deemed to incorporate herein by reference any document, instrument or agreement except the Governing Rules.

MUFG UNION BANK, N.A. Telecopy: (323) 720-2773

By: _____

[Authorized Signature]

Attachment: LOC and Reimb Agr (Riverside) - 4071991.01.10 (3) (2704 : Letter of Credit Substitution)

ANNEX A
TO
MUFG UNION BANK, N.A.
IRREVOCABLE LETTER OF CREDIT NO. [LC# _____]

DRAWING FOR INTEREST ON AN ORDINARY INTEREST PAYMENT DATE

MUFG Union Bank, N.A.
1980 Saturn Street
Monterey Park, California 91755-7417
Attention: **[__ Standby Letters of Credit ___]**
Telecopy: (323) 720-2773

FOR THE URGENT ATTENTION OF THE STANDBY LETTER OF CREDIT OFFICE

[INSERT NAME OF BENEFICIARY] (THE *"TRUSTEE"*) HEREBY CERTIFIES TO MUFG UNION BANK, N.A. (THE *"BANK"*) WITH REFERENCE TO IRREVOCABLE LETTER OF CREDIT NO. **[LC# _____]** (THE *"LETTER OF CREDIT"*; THE TERMS THE *"BONDS"*, *"BUSINESS DAY"*, THE *"INDENTURE"*, AND THE *"PRESENTATION OFFICE"* USED HEREIN SHALL HAVE THEIR RESPECTIVE MEANINGS SET FORTH IN THE LETTER OF CREDIT) THAT:

(1) THE TRUSTEE IS THE TRUSTEE OR A SUCCESSOR TRUSTEE UNDER THE INDENTURE.

(2) THE TRUSTEE IS MAKING A DEMAND UNDER THE LETTER OF CREDIT FOR PAYMENT, ON AN INTEREST PAYMENT DATE (AS DEFINED IN THE INDENTURE), OF UNPAID INTEREST ON THE BONDS.

(3) THE AMOUNT OF THIS DEMAND FOR PAYMENT WAS COMPUTED IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE BONDS AND THE INDENTURE AND IS DEMANDED IN ACCORDANCE WITH THE INDENTURE, WHICH AMOUNT PLEASE REMIT TO THE UNDERSIGNED AS FOLLOWS:

[INSERT REMITTANCE INSTRUCTIONS].

(4) THE AMOUNT HEREBY DEMANDED UNDER THE LETTER OF CREDIT IS $**[INSERT AMOUNT]**.

Attachment: LOC and Reimb Agr (Riverside) - 4071991.01.10 (3) (2704 : Letter of Credit Substitution)

(5) IF THIS DEMAND IS RECEIVED AT THE PRESENTATION OFFICE BY YOU AT OR BEFORE 9:00 A.M., LOCAL TIME AT THE PRESENTATION OFFICE ON A BUSINESS DAY, YOU MUST MAKE PAYMENT ON THIS DEMAND AT OR BEFORE 2:30 P.M., LOCAL TIME AT THE PRESENTATION OFFICE, ON SAID BUSINESS DAY. IF THIS DEMAND IS RECEIVED BY YOU AT THE PRESENTATION OFFICE AFTER 9:00 A.M., LOCAL TIME AT THE PRESENTATION OFFICE, ON A BUSINESS DAY, YOU MUST MAKE PAYMENT ON THIS DEMAND AT OR BEFORE NOON, LOCAL TIME AT THE PRESENTATION OFFICE, ON THE BUSINESS DAY FOLLOWING SUCH BUSINESS DAY.

[INSERT NAME OF BENEFICIARY]

[INSERT SIGNATURE AND DATE]

Attachment: LOC and Reimb Agr (Riverside) - 4071991.01.10 (3) (2704 : Letter of Credit Substitution)

ANNEX B
TO
MUFG UNION BANK, N.A.
IRREVOCABLE LETTER OF CREDIT NO. [LC# _____]

DRAWING FOR PRINCIPAL AND INTEREST UPON AN OPTIONAL OR MANDATORY REDEMPTION OF LESS THAN ALL THE BONDS

MUFG Union Bank, N.A.
1980 Saturn Street
Monterey Park, California 91755-7417
Attention: **[__ Standby Letters of Credit ___]**
Telecopy: (323) 720-2773

FOR THE URGENT ATTENTION OF THE STANDBY LETTER OF CREDIT OFFICE

[INSERT NAME OF BENEFICIARY] (THE *"TRUSTEE"*) HEREBY CERTIFIES TO MUFG UNION BANK, N.A. (THE *"BANK"*) WITH REFERENCE TO IRREVOCABLE LETTER OF CREDIT NO. **[LC# _____]** (THE *"LETTER OF CREDIT"*; THE TERMS THE *"BONDS"*, *"BUSINESS DAY"*, THE *"INDENTURE"*, AND THE *"PRESENTATION OFFICE"* USED HEREIN SHALL HAVE THEIR RESPECTIVE MEANINGS SET FORTH IN THE LETTER OF CREDIT) THAT:

(1) THE TRUSTEE IS THE TRUSTEE OR A SUCCESSOR TRUSTEE UNDER THE INDENTURE.

(2) THE TRUSTEE IS MAKING A DEMAND UNDER THE LETTER OF CREDIT FOR PAYMENT OF THE PRINCIPAL AMOUNT OF, AND THE UNPAID INTEREST ON, REDEEMED BONDS UPON AN OPTIONAL AND/OR MANDATORY REDEMPTION OF LESS THAN ALL OF THE BONDS CURRENTLY OUTSTANDING.

(3) THE AMOUNT OF THIS DEMAND FOR PAYMENT WAS COMPUTED IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE BONDS AND THE INDENTURE AND IS DEMANDED IN ACCORDANCE WITH THE INDENTURE, WHICH AMOUNT PLEASE REMIT TO THE UNDERSIGNED AS FOLLOWS:

[INSERT REMITTANCE INSTRUCTIONS].

(4) THE AMOUNT HEREBY DEMANDED UNDER THE LETTER OF CREDIT IS **$[INSERT AMOUNT WHICH IS THE SUM OF THE TWO AMOUNTS INSERTED IN PARAGRAPH 5 BELOW]**.

(5) THE AMOUNT HEREBY DEMANDED IS EQUAL TO THE SUM OF (A) $**[INSERT AMOUNT]** BEING DRAWN WITH RESPECT TO THE PAYMENT OF THE PRINCIPAL OF THE REDEEMED BONDS AND (B) $**[INSERT AMOUNT]** BEING DRAWN WITH RESPECT TO THE PAYMENT OF THE UNPAID INTEREST ON THE REDEEMED BONDS.

Attachment: LOC and Reimb Agr (Riverside) - 4071991.01.10 (3) (2704 : Letter of Credit Substitution)

(6) IF THIS DEMAND IS RECEIVED AT THE PRESENTATION OFFICE BY YOU AT OR BEFORE 9:00 A.M., LOCAL TIME AT THE PRESENTATION OFFICE ON A BUSINESS DAY, YOU MUST MAKE PAYMENT ON THIS DEMAND AT OR BEFORE 2:30 P.M., LOCAL TIME AT THE PRESENTATION OFFICE, ON SAID BUSINESS FAY. IF THIS DEMAND IS RECEIVED BY YOU AT THE PRESENTATION OFFICE AFTER 9:00 A.M., LOCAL TIME AT THE PRESENTATION OFFICE, ON A BUSINESS DAY, YOU MUST MAKE PAYMENT ON THIS DEMAND AT OR BEFORE NOON, LOCAL TIME AT THE PRESENTATION OFFICE, ON THE BUSINESS DAY FOLLOWING SUCH BUSINESS DAY.

[INSERT NAME OF BENEFICIARY]

[INSERT SIGNATURE AND DATE]

Attachment: LOC and Reimb Agr (Riverside) - 4071991.01.10 (3) (2704 : Letter of Credit Substitution)

ANNEX C
TO
MUFG UNION BANK, N.A.
IRREVOCABLE LETTER OF CREDIT NO. [LC# _____]

DRAWING FOR PRINCIPAL AND INTEREST ON BONDS
WHICH THE REMARKETING AGENT CANNOT REMARKET

MUFG Union Bank, N.A.
1980 Saturn Street
Monterey Park, California 91755-7417
Attention: **[__ Standby Letters of Credit ___]**
Telecopy: (323) 720-2773

FOR THE URGENT ATTENTION OF THE STANDBY LETTER OF CREDIT OFFICE

[INSERT NAME OF BENEFICIARY] (THE *"TRUSTEE"*) HEREBY CERTIFIES TO MUFG UNION BANK, N.A. (THE *"BANK"*) WITH REFERENCE TO IRREVOCABLE LETTER OF CREDIT NO. **[LC# _____]** (THE *"LETTER OF CREDIT"*; THE TERMS THE *"BONDS"*, *"BUSINESS DAY"*, THE *"INDENTURE"*, AND THE *"PRESENTATION OFFICE"* USED HEREIN SHALL HAVE THEIR RESPECTIVE MEANINGS SET FORTH IN THE LETTER OF CREDIT) THAT:

(1) THE TRUSTEE IS THE TRUSTEE OR A SUCCESSOR TRUSTEE UNDER THE INDENTURE.

(2) THE TRUSTEE IS MAKING A DEMAND UNDER THE LETTER OF CREDIT FOR PAYMENT OF THE PRINCIPAL AMOUNT OF, AND INTEREST DUE ON, THOSE BONDS WHICH THE REMARKETING AGENT (AS DEFINED IN THE INDENTURE) HAS BEEN UNABLE TO REMARKET WITHIN THE TIME LIMITS ESTABLISHED IN THE INDENTURE.

(3) THE AMOUNT OF THIS DEMAND FOR PAYMENT WAS COMPUTED IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE BONDS AND THE INDENTURE AND IS DEMANDED IN ACCORDANCE WITH THE INDENTURE, WHICH AMOUNT PLEASE REMIT TO THE UNDERSIGNED AS FOLLOWS:

[INSERT REMITTANCE INSTRUCTIONS]

(4) THE AMOUNT HEREBY DEMANDED UNDER THE LETTER OF CREDIT IS **$[INSERT AMOUNT WHICH IS THE SUM OF THE TWO AMOUNTS INSERTED IN PARAGRAPH 5 BELOW]**.

(5) THE AMOUNT OF THIS DEMAND IS EQUAL TO THE SUM OF (A) $**[INSERT AMOUNT]** BEING DRAWN WITH RESPECT TO THE PAYMENT OF PRINCIPAL OF THE BONDS AND (B) $**[INSERT AMOUNT]** BEING DRAWN WITH RESPECT TO THE PAYMENT OF INTEREST DUE ON THE BONDS.

Attachment: LOC and Reimb Agr (Riverside) - 4071991.01.10 (3) (2704 : Letter of Credit Substitution)

(6) IF THIS DEMAND IS RECEIVED BY YOU AT THE PRESENTATION OFFICE AT OR BEFORE 8:30 A.M., LOCAL TIME AT THE PRESENTATION OFFICE ON A BUSINESS DAY, YOU MUST MAKE PAYMENT ON THIS DEMAND AT OR BEFORE 12:30 P.M., LOCAL TIME AT THE PRESENTATION OFFICE, ON SAID BUSINESS DAY. IF THIS DEMAND IS RECEIVED BY YOU AT THE PRESENTATION OFFICE AFTER 8:30 A.M., LOCAL TIME AT THE PRESENTATION OFFICE, ON A BUSINESS FAY, YOU MUST MAKE PAYMENT ON THIS DEMAND AT OR BEFORE 11:00 A.M., LOCAL TIME AT THE PRESENTATION OFFICE, ON THE BUSINESS DAY FOLLOWING SAID BUSINESS DAY.

[INSERT NAME OF BENEFICIARY]

[INSERT SIGNATURE AND DATE]

Attachment: LOC and Reimb Agr (Riverside) - 4071991.01.10 (3) (2704 : Letter of Credit Substitution)

ANNEX D
TO
MUFG UNION BANK, N.A.
IRREVOCABLE LETTER OF CREDIT NO. [LC# _____]

DRAWING FOR PURCHASE PURSUANT TO SECTION 403 OF THE INDENTURE

MUFG Union Bank, N.A.
1980 Saturn Street
Monterey Park, California 91755-7417
Attention: **[__ Standby Letters of Credit ___]**
Telecopy: (323) 720-2773

FOR THE URGENT ATTENTION OF THE STANDBY LETTER OF CREDIT OFFICE

[INSERT NAME OF BENEFICIARY] (THE *"TRUSTEE"*) HEREBY CERTIFIES TO MUFG UNION BANK, N.A. (THE *"BANK"*) WITH REFERENCE TO IRREVOCABLE LETTER OF CREDIT NO. **[LC# _____]** (THE *"LETTER OF CREDIT"*; THE TERMS THE *"BONDS"*, *"BUSINESS DAY"*, THE *"INDENTURE"*, AND THE *"PRESENTATION OFFICE"* USED HEREIN SHALL HAVE THEIR RESPECTIVE MEANINGS SET FORTH IN THE LETTER OF CREDIT) THAT:

(1) THE TRUSTEE IS THE TRUSTEE OR A SUCCESSOR TRUSTEE UNDER THE INDENTURE.

(2) THE TRUSTEE IS MAKING A DEMAND UNDER THE LETTER OF CREDIT FOR PAYMENT OF THE TOTAL UNPAID PRINCIPAL OF, AND UNPAID INTEREST ON, ALL OF THE BONDS WHICH ARE CURRENTLY OUTSTANDING UPON THE MANDATORY TENDER OF ALL SUCH BONDS PURSUANT TO SECTION 403 OF THE INDENTURE.

(3) THE AMOUNT OF THIS DEMAND FOR PAYMENT WAS COMPUTED IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE BONDS AND THE INDENTURE AND IS DEMANDED IN ACCORDANCE WITH THE INDENTURE, WHICH AMOUNT PLEASE REMIT TO THE UNDERSIGNED AS FOLLOWS:

[INSERT REMITTANCE INSTRUCTIONS]

(4) THE AMOUNT HEREBY DEMANDED UNDER THE LETTER OF CREDIT IS **$[INSERT AMOUNT WHICH IS THE SUM OF THE TWO AMOUNTS INSERTED IN PARAGRAPH 5 BELOW]**.

(5) THE AMOUNT OF THIS DEMAND IS EQUAL TO THE SUM OF (A) $**[INSERT AMOUNT]** BEING DRAWN WITH RESPECT TO THE PAYMENT OF PRINCIPAL OF THE BONDS AND (B) $**[INSERT AMOUNT]** BEING DRAWN WITH RESPECT TO THE PAYMENT OF INTEREST DUE ON THE BONDS.

Attachment: LOC and Reimb Agr (Riverside) - 4071991.01.10 (3) (2704 : Letter of Credit Substitution)

(6) IF THIS DEMAND IS RECEIVED AT THE PRESENTATION OFFICE BY YOU AT OR BEFORE 9:00 A.M., LOCAL TIME AT THE PRESENTATION OFFICE ON A BUSINESS DAY, YOU MUST MAKE PAYMENT ON THIS DEMAND AT OR BEFORE 2:30 P.M., LOCAL TIME AT THE PRESENTATION OFFICE, ON SAID BUSINESS DAY. IF THIS DEMAND IS RECEIVED BY YOU AT THE PRESENTATION OFFICE AFTER 9:00 A.M., LOCAL TIME AT THE PRESENTATION OFFICE, ON A BUSINESS DAY, YOU MUST MAKE PAYMENT ON THIS DEMAND AT OR BEFORE NOON, LOCAL TIME AT THE PRESENTATION OFFICE, ON THE BUSINESS DAY FOLLOWING SUCH BUSINESS DAY.

[INSERT NAME OF BENEFICIARY]

[INSERT SIGNATURE AND DATE]

Attachment: LOC and Reimb Agr (Riverside) - 4071991.01.10 (3) (2704 : Letter of Credit Substitution)

ANNEX E
TO
MUFG UNION BANK, N.A.
IRREVOCABLE LETTER OF CREDIT NO. [LC# _____]

DRAWING FOR TOTAL UNPAID PRINCIPAL AND INTEREST ON ALL BONDS UPON THEIR STATED MATURITY, MANDATORY TENDER, OR REDEMPTION

MUFG Union Bank, N.A.
1980 Saturn Street
Monterey Park, California 91755-7417
Attention: **[__ Standby Letters of Credit ___]**
Telecopy: (323) 720-2773

FOR THE URGENT ATTENTION OF THE STANDBY LETTER OF CREDIT OFFICE

[INSERT NAME OF BENEFICIARY] (THE *"TRUSTEE"*) HEREBY CERTIFIES TO MUFG UNION BANK, N.A. (THE *"BANK"*) WITH REFERENCE TO IRREVOCABLE LETTER OF CREDIT NO. **[LC# _____]** (THE *"LETTER OF CREDIT"*; THE TERMS THE *"BONDS"*, *"BUSINESS DAY"*, THE *"INDENTURE"*, AND THE *"PRESENTATION OFFICE"* USED HEREIN SHALL HAVE THEIR RESPECTIVE MEANINGS SET FORTH IN THE LETTER OF CREDIT) THAT:

(1) THE TRUSTEE IS THE TRUSTEE OR A SUCCESSOR TRUSTEE UNDER THE INDENTURE.

(2) THE TRUSTEE IS MAKING A DEMAND UNDER THE LETTER OF CREDIT FOR PAYMENT OF THE TOTAL UNPAID PRINCIPAL OF, AND UNPAID INTEREST ON, ALL OF THE BONDS WHICH ARE CURRENTLY OUTSTANDING UPON (A) THE STATED MATURITY OF ALL SUCH BONDS, (B) THE MANDATORY TENDER OF ALL SUCH BONDS (OTHER THAN PURSUANT TO SECTION 403 OF THE INDENTURE), OR (C) THE REDEMPTION OF ALL SUCH BONDS.

(3) THE AMOUNT OF THIS DEMAND FOR PAYMENT WAS COMPUTED IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE BONDS AND THE INDENTURE AND IS DEMANDED IN ACCORDANCE WITH THE INDENTURE, WHICH AMOUNT PLEASE REMIT TO THE UNDERSIGNED AS FOLLOWS:

[INSERT REMITTANCE INSTRUCTIONS]

(4) THE AMOUNT HEREBY DEMANDED UNDER THE LETTER OF CREDIT IS **$[INSERT AMOUNT WHICH IS THE SUM OF THE TWO AMOUNTS SET FORTH IN PARAGRAPH 5, BELOW]**.

(5) THE AMOUNT OF THIS DEMAND IS EQUAL TO THE SUM OF (A) **$[INSERT AMOUNT]** BEING DRAWN WITH RESPECT TO THE PAYMENT OF THE UNPAID PRINCIPAL OF THE OUTSTANDING BONDS AND (B) **$[INSERT AMOUNT]** BEING DRAWN WITH RESPECT TO THE PAYMENT OF THE UNPAID INTEREST ON THE OUTSTANDING BONDS.

Attachment: LOC and Reimb Agr (Riverside) - 4071991.01.10 (3) (2704 : Letter of Credit Substitution)

(6) IF THIS DEMAND IS RECEIVED AT THE PRESENTATION OFFICE BY YOU AT OR BEFORE 9:00 A.M., LOCAL TIME AT THE PRESENTATION OFFICE ON A BUSINESS DAY, YOU MUST MAKE PAYMENT ON THIS DEMAND AT OR BEFORE 2:30 P.M., LOCAL TIME AT THE PRESENTATION OFFICE, ON SAID BUSINESS DAY. IF THIS DEMAND IS RECEIVED BY YOU AT THE PRESENTATION OFFICE AFTER 9:00 A.M., LOCAL TIME AT THE PRESENTATION OFFICE, ON A BUSINESS DAY, YOU MUST MAKE PAYMENT ON THIS DEMAND AT OR BEFORE NOON, LOCAL TIME AT THE PRESENTATION OFFICE, ON THE BUSINESS DAY FOLLOWING SUCH BUSINESS DAY.

[INSERT NAME OF BENEFICIARY]

[INSERT SIGNATURE AND DATE]

Attachment: LOC and Reimb Agr (Riverside) - 4071991.01.10 (3) (2704 : Letter of Credit Substitution)

ANNEX F
TO
MUFG UNION BANK, N.A.
IRREVOCABLE LETTER OF CREDIT NO. [LC# _____]

LETTER OF CREDIT REDUCTION AUTHORIZATION

MUFG Union Bank, N.A.
1980 Saturn Street
Monterey Park, California 91755-7417
Attention: **[__ Standby Letters of Credit ___]**
Telecopy: (323) 720-2773

FOR THE URGENT ATTENTION OF THE STANDBY LETTER OF CREDIT OFFICE

[INSERT NAME OF BENEFICIARY], WITH REFERENCE TO LETTER OF CREDIT NO. **[LC# _____]** ISSUED BY MUFG UNION BANK, N.A. (THE *"BANK"*), HEREBY UNCONDITIONALLY AND IRREVOCABLY REQUESTS THAT THE BANK DECREASE THE AMOUNT AVAILABLE FOR DRAWING UNDER THE LETTER OF CREDIT BY $**[INSERT AMOUNT]**.

[FOR SIGNED REDUCTION AUTHORIZATIONS ONLY]

[INSERT NAME OF BENEFICIARY]

By: **[Insert Signature]**
Title: **[Insert Title]**

Date: **[Insert Date]**

Attachment: LOC and Reimb Agr (Riverside) - 4071991.01.10 (3) (2704 : Letter of Credit Substitution)

ANNEX G
TO
MUFG UNION BANK, N.A.
IRREVOCABLE LETTER OF CREDIT NO. [LC# _____]

TRANSFER OF LETTER OF CREDIT

MUFG Union Bank, N.A.
1980 Saturn Street
Monterey Park, California 91755-7417
Attention: **[__ Standby Letters of Credit ___]**
Telecopy: (323) 720-2773

FOR THE URGENT ATTENTION OF THE STANDBY LETTER OF CREDIT OFFICE

[INSERT DATE]

Subject: Your Letter of Credit No. **[LC# _____]**

Ladies and Gentlemen:

For value received, we hereby irrevocably transfer all of our rights under the above-captioned Letter of Credit, as heretofore and hereafter amended, extended, increased or reduced to:

_____
[Name of Trustee]

_____
_____
_____
[Name of Transferee]

By this transfer, all of our rights in the Letter of Credit are transferred to the transferee, and the transferee shall have sole rights as beneficiary under the Letter of Credit, including sole rights relating to any amendments, whether increases or extensions or other amendments, and whether now existing or hereafter made. You are hereby irrevocably instructed to advise future amendment(s) of the Letter of Credit to the transferee without our consent or notice to us.

The original Letter of Credit is returned with all amendments to this date. Please notify the transferee in such form as you deem advisable of this transfer and of the terms and conditions to this Letter of Credit, including amendments as transferred.

You are hereby advised that the transferee named above has succeeded _____ or a successor trustee, as Trustee under the Indenture of Trust, dated as of December 1, 2008, as supplemented from time to time (the *"Indenture"*), among the County of

Attachment: LOC and Reimb Agr (Riverside) - 4071991.01.10 (3) (2704 : Letter of Credit Substitution)

Riverside Asset Leasing Corporation (the *"Corporation"*), the County of Riverside and U.S. Bank National Association, as Trustee, pursuant to which U.S. $**[78,895,000]** aggregate principal amount of the Corporation's Variable Rate Demand Leasehold Revenue Refunding Bonds Series 2008A (Southwest Justice Center Refunding) (the *"Bonds"*) were issued.

Very truly yours,

[INSERT NAME OF TRANSFEROR]

By:_____
[Insert Name and Title]

By its signature below, the undersigned transferee acknowledges that it has duly succeeded **[Insert Name of First Letter of Credit Beneficiary]** or a successor trustee as Trustee under the Indenture.

[INSERT NAME OF TRANSFEREE]

By:_____
[Insert Name and Title]
Telephone: **[Insert Telephone Number]**

Attachment: LOC and Reimb Agr (Riverside) - 4071991.01.10 (3) (2704 : Letter of Credit Substitution)

EXISTING ISSUE
REMARKETING BOOK-ENTRY ONLY **RATINGS: See "Ratings" herein**

On December 10, 2008, the date of issuance of the Series 2008A Bonds, Nixon Peabody LLP, Bond Counsel, delivered an opinion to the effect that, under then existing law and assuming compliance with tax covenants made by the County and the Corporation, and the accuracy of representations and certifications made by the County and the Corporation, interest on the Series 2008A Bonds was excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), and was not treated as a preference item in calculating the alternative minimum tax imposed under the Code with respect to individuals or corporations. Bond Counsel was of the opinion that interest on the Series 2008A Bonds was, however, included in the adjusted current earnings of certain corporations for purposes of computing the alternative minimum tax imposed on such corporations. Bond Counsel was further of the opinion that interest on the Series 2008A Bonds was exempt from personal income taxes of the State of California (the "State") under then existing State law. Such opinion spoke only as of its date and has not been updated in connection with this remarketing. In connection with the provision of an alternate Credit Facility, mandatory tender and remarketing of the Series 2008A Bonds, Bond Counsel will deliver its opinion that such provision of an alternate Credit Facility, mandatory tender and remarketing of the Series 2008A Bonds will not, in and of itself, adversely affect the tax-exempt status of interest on the Series 2008A Bonds. Bond Counsel is not rendering any opinion on the current tax status of the Series 2008A Bonds. See "TAX MATTERS" herein.

$71,140,000
COUNTY OF RIVERSIDE ASSET LEASING CORPORATION
VARIABLE RATE DEMAND LEASEHOLD REVENUE REFUNDING BONDS, SERIES 2008A
(SOUTHWEST JUSTICE CENTER REFUNDING)
CUSIP: 768903ED4

Dated Date of Issuance: December 10, 2008 **Price: 100%** **Due: November 1, 2032**

The County of Riverside Asset Leasing Corporation Variable Rate Demand Leasehold Revenue Refunding Bonds, Series 2008A (Southwest Justice Center Refunding) (the "Series 2008A Bonds") are issued and outstanding pursuant to an Indenture of Trust, dated as of December 1, 2008 (the "Original Indenture"), among the County of Riverside Asset Leasing Corporation (the "Corporation"), the County of Riverside (the "County") and U.S. Bank National Association, as trustee and tender agent (the "Trustee" or "Tender Agent") as amended and supplemented by a First Supplemental Indenture of Trust, dated as of October 1, 2011 (the "Supplemental Indenture" and together with the Original Indenture, the "Indenture"), among the Corporation, the County and the Trustee.

The County is replacing the current credit facility supporting the Series 2008A Bonds with an alternate credit facility effective [_____, 2016]. In connection with this replacement, the Series 2008A Bonds are subject to a mandatory tender and remarketing as described in this Remarketing Memorandum. The proceeds of this remarketing will reimburse the initial provider of the Credit Facility for payment of the purchase price of the tendered Series 2008A Bonds.

The Series 2008A Bonds are available in fully registered form only, and are registered in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"). DTC is acting as securities depository for the Series 2008A Bonds. Ownership interests in the Series 2008A Bonds may be purchased in book-entry form only. Principal of, premium, if any, and interest on the Series 2008A Bonds will be paid by the Trustee to DTC or its nominee, which will in turn remit such payment to its participants for subsequent disbursement to the beneficial owners of the Series 2008A Bonds.

The Series 2008A Bonds are payable from revenues consisting primarily of base rental payments made to the Corporation by the County for the leased premises (consisting of a Sheriff's station, a jail facility, a court facility and a juvenile detention center (collectively, the "Justice Center" or the "Leased Premises") pursuant to the Facilities Lease, dated as of December 1, 2008 (the "Facilities Lease") between the County and the Corporation. The base rental payments made by the County are for the use and possession by the County of the Leased Premises, subject to complete or partial abatement resulting from substantial interference with the use and possession by the County of the Leased Premises caused by damage, destruction or condemnation with respect to the Leased Premises. The County has covenanted in the Facilities Lease to take such action as may be necessary to include base rental and additional rental payments due under the Facilities Lease in its annual budget and to make necessary annual appropriations therefor.

Payment of the principal of and interest on, and the purchase price with respect to, the Series 2008A Bonds will be supported by and payable from amounts drawn by the Trustee under an irrevocable direct draw letter of credit (the "Credit Facility") issued by

MUFG UNION BANK, N.A.

The Credit Facility will be issued in an amount equal to the outstanding principal amount of the Series 2008A Bonds plus up to [50 days' interest thereon calculated at the rate of 12% per annum]. The Credit Facility, unless extended, will expire

Attachment: Riverside SWJC Remarketing Memorandum 2016(1) 4828-6340-1786 v.2 (2704 : Letter of Credit Substitution)

on [_____, 20__], and will permit the Trustee to draw thereunder amounts sufficient to pay (a) the principal of the Series 2008A Bonds when due at maturity or upon earlier redemption, (b) regularly scheduled interest on the Series 2008A Bonds or interest due upon redemption of any Series 2008A Bonds, and (c) the purchase price of Series 2008A Bonds tendered or subject to mandatory tender and not remarketed.

Payment of scheduled principal and interest on the Series 2008A Bonds is also supported by a financial guaranty insurance policy issued by Assured Guaranty Corp.

The Series 2008A Bonds are subject to mandatory and optional redemption and optional tender and mandatory tender as described herein.

The Series 2008A Bonds bear interest at a rate which is determined on a weekly basis (the "Weekly Interest Rate") by Citigroup Global Markets Inc., as remarketing agent (the "Remarketing Agent"). The Series 2008A Bonds will continue to bear interest at a Weekly Interest Rate unless, at the option of the Corporation and upon the satisfaction of certain conditions, the interest rate on the Series 2008A Bonds is converted to a Daily Interest Rate or a Term Interest Rate (each as defined herein). While bearing a Weekly Interest Rate or a Daily Interest Rate, the Series 2008A Bonds are subject to purchase on demand of the owners thereof as described herein.

While bearing a Weekly Interest Rate: (i) the Series 2008A Bonds are issuable in denominations of $100,000 or any multiple of $5,000 in excess thereof; (ii) interest is computed on the basis of a 365- or 366-day year, as appropriate, for the actual number of days elapsed; and (iii) interest is payable on the first Wednesday of each month or, if not a business day, on the first business day thereafter. The first interest payment date following the Remarketing Date shall be [_____, 201_].

The Series 2008A Bonds are special, limited obligations of the Corporation, payable from and secured solely by Revenues (as defined herein) and certain funds and accounts established by the Indenture. The obligation of the County to make Base Rental (as defined herein) payments does not constitute an obligation for which the County is obligated to levy or pledge any form of taxation. Neither the County nor any public agency (other than the Corporation to the extent of Base Rental payments received from the County) shall be obligated to pay the principal or redemption price of, or interest on, the Series 2008A Bonds. Neither the faith and credit nor the taxing power of the County or any public agency is pledged to the payment of the principal, premium, if any, or interest on the Series 2008A Bonds. The Corporation has no taxing power.

This cover page contains information for general reference only. It is not a summary of the security or terms of this issue. Investors must read the entire Remarketing Memorandum to obtain information essential to making an informed investment decision.

Certain legal matters will be passed upon for the Corporation and the County by Nixon Peabody LLP, Bond Counsel and Disclosure Counsel. Certain legal matters will be passed upon for the County and the Corporation by County Counsel. Certain legal matters will be passed upon for the Credit Provider by Chapman & Cutler LLP. It is expected that delivery of the remarketed Series 2008A Bonds will be made through the facilities of DTC on [_____, 2016].

Citigroup
as Remarketing Agent

Dated: [_____, 2016]

Attachment: Riverside SWJC Remarketing Memorandum 2016(1) 4828-6340-1786 v.2 (2704 : Letter of Credit Substitution)

IMPORTANT NOTICES

No dealer, broker, salesperson or other person has been authorized by the County, the Corporation or the Remarketing Agent to give any information or to make any representations other than those contained herein and, if given or made, such other information or representations must not be relied upon as having been authorized by the County, the Corporation or the Remarketing Agent. This Remarketing Memorandum does not constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of the Series 2008A Bonds by a person in any jurisdiction in which it is unlawful to make such an offer, solicitation or sale.

The information set forth herein has been obtained from sources which are believed to be reliable but is not guaranteed as to accuracy or completeness. The information and expressions of opinions herein are subject to change without notice and neither the delivery of this Remarketing Memorandum nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the County since the date hereof. This Remarketing Memorandum is submitted in connection with the remarketing of the Series 2008A Bonds referred to herein and may not be reproduced or used, in whole or in part, for any other purpose, unless authorized in writing by the County.

This Remarketing Memorandum is not to be construed as a contract with the purchasers of the Series 2008A Bonds. Statements contained in this Remarketing Memorandum which involve estimates, forecasts or matters of opinion, whether or not expressly so described herein, are intended solely as such and are not to be construed as representations of fact.

The Remarketing Agent has provided the following sentence for inclusion in this Remarketing Memorandum. The Remarketing Agent has reviewed the information in this Remarketing Memorandum in accordance with, and as part of, its responsibility to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Remarketing Agent does not guarantee the accuracy or the completeness of such information.

In connection with this remarketing the Remarketing Agent may overallot or effect transactions which stabilize or maintain the market price of the Series 2008A Bonds at a level above that which might otherwise prevail in the open market. Such stabilizing, if commenced, may be discontinued at any time. The Remarketing Agent may offer and sell the Series 2008A Bonds to certain dealers and banks at prices lower than the public offering prices stated on the cover page hereof and said public offering prices may be changed from time-to-time by the Remarketing Agent.

The Bond Insurer (as defined herein) makes no representation regarding the Series 2008A Bonds or the advisability of investing in the Series 2008A Bonds. In addition, the Bond Insurer has not independently verified, makes no representation regarding, and does not accept any responsibility for accuracy or completeness of this Remarketing Memorandum or any information or disclosure contained herein, or omitted herefrom, other than with respect to the accuracy of the information under the heading "BOND INSURANCE" and APPENDIX G–"FINANCIAL GUARANTY INSURANCE POLICY."

The Series 2008A Bonds have not been registered under the Securities Act of 1933, as amended, in reliance upon an exemption contained in such act. The Series 2008A Bonds have not been registered or qualified under the securities laws of any state.

The County maintains a website; however, information presented there is not a part of this Remarketing Memorandum and should not be relied upon in making an investment decision with respect to the Series 2008A Bonds.

Attachment: Riverside SWJC Remarketing Memorandum 2016(1) 4828-6340-1786 v.2 (2704 : Letter of Credit Substitution)

CAUTIONARY STATEMENTS REGARDING FORWARD-LOOKING STATEMENTS

Certain statements included or incorporated by reference in this Remarketing Memorandum constitute "forward-looking statements." Such statements are generally identifiable by the terminology used such as "plan," "expect," "estimate," "budget" or other similar words. Such forward-looking statements include but are not limited to certain statements contained in the information in APPENDIX A–"INFORMATION REGARDING THE COUNTY OF RIVERSIDE" in this Remarketing Memorandum. The achievement of certain results or other expectations contained in such forward-looking statements involve known and unknown risks, uncertainties and other factors that may cause actual results, performance or achievements achieved to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements. The County does not plan to issue any updates or revisions to those forward-looking statements if or when its expectations or events, conditions or circumstances on which such statements are based occur.

Attachment: Riverside SWJC Remarketing Memorandum 2016(1) 4828-6340-1786 v.2 (2704 : Letter of Credit Substitution)

COUNTY OF RIVERSIDE

County Executive Office
4th Floor
4080 Lemon Street
Riverside, California 92501

Board of Supervisors and Authority Board

John Benoit, Fourth District, Chairman
Kevin Jeffries, First District
John Tavaglione, Second District
Chuck Washington, Third District
Marion Ashley, Fifth District

County Officials

Jay Orr, County Executive Officer
Don Kent, Treasurer-Tax Collector
Paul Angulo, Auditor-Controller
Peter Aldana, Assessor-County Clerk-Recorder
Gregory P. Priamos, County Counsel
Paul McDonnell, Finance Director

COUNTY OF RIVERSIDE ASSET LEASING CORPORATION

Board of Directors

[update as needed]

Harold Trubo, President and Chairman
Charles Bryant, Vice President
Joe Deledonne, Treasurer
Kari Middleton Hendrix, Secretary

SPECIAL SERVICES

Bond Counsel and Disclosure Counsel

Nixon Peabody LLP
Los Angeles, California

Trustee

U.S. Bank National Association
Los Angeles, California

Attachment: Riverside SWJC Remarketing Memorandum 2016(1) 4828-6340-1786 v.2 (2704 : Letter of Credit Substitution)

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REMARKETING MEMORANDUM

$71,140,000
COUNTY OF RIVERSIDE ASSET LEASING CORPORATION
VARIABLE RATE DEMAND LEASEHOLD REVENUE REFUNDING BONDS
SERIES 2008A
(SOUTHWEST JUSTICE CENTER REFUNDING)

INTRODUCTION

The purpose of this Remarketing Memorandum, including the cover and the Appendices attached hereto, is to provide information in connection with the remarketing of $71,140,000 aggregate principal amount of County of Riverside Asset Leasing Corporation Variable Rate Demand Leasehold Revenue Refunding Bonds, Series 2008A (Southwest Justice Center Refunding) (the "Series 2008A Bonds"). The Series 2008A Bonds are issued and outstanding pursuant to an Indenture of Trust, dated as of December 1, 2008, as amended by a First Supplemental Indenture of Trust, dated as of October 1, 2011 (collectively, the "Indenture"), each by and among the County of Riverside Asset Leasing Corporation (the "Corporation"), the County of Riverside (the "County") and U.S. Bank National Association, as trustee (the "Trustee").

The Series 2008A Bonds were issued on December 10, 2008 to provide funds to refund and redeem all the outstanding County of Riverside Asset Leasing Corporation Leasehold Revenue Bonds, Adjustable Rate Series 2000B (Southwest Justice Center Project) (the "Series 2000B Bonds"). Proceeds of the Series 2000B Bonds, together with proceeds of the County of Riverside Asset Leasing Corporation Leasehold Revenue Bonds, Fixed Rate Series 2000A (Southwest Justice Center Project) (collectively with the Series 2000B Bonds, the "Series 2000 Bonds") were issued to provide funds to finance the acquisition, construction and expansion of a jail facility, a new court facility and a new juvenile detention center collectively, together with a Sheriff station and the existing jail facility on site, known as the Southwest Justice Center (the "Justice Center").

Pursuant to a Site Lease, dated as of December 1, 2008 (the "Site Lease"), by and between the County and the Corporation, the County leases the real property and existing improvements thereon comprising the Justice Center (the "Leased Premises") to the Corporation. Pursuant to a Facilities Lease, dated as of December 1, 2008, by and between the Corporation and the County (the "Facilities Lease"), the Leased Premises is leased by the Corporation to the County. See "THE JUSTICE CENTER."

The Series 2008A Bonds are special, limited obligations of the Corporation, payable from Revenues (as defined herein) and certain funds and accounts established by the Indenture. Revenues consist primarily of base rental payments (the "Base Rental") to be made by the County to the Corporation as rental for the Leased Premises pursuant to the Facilities Lease. See "SECURITY AND SOURCE OF PAYMENT FOR THE SERIES 2008A BONDS." The County is also required under the Facilities Lease to pay as Additional Rental certain other costs and expenses relating to the Leased Premises and the Trustee. See APPENDIX D—"SUMMARY OF THE PRINCIPAL LEGAL DOCUMENTS." The Base Rental payments made by the County are for the use and possession by the County of the Leased Premises, subject to complete or partial abatement resulting from substantial interference with the use and possession by the County of the Leased Premises caused by material damage, destruction, condemnation or defect in title with respect to the Leased Premises. See "BONDHOLDERS' RISKS" herein. The County covenants in the Facilities Lease to take such action as may be necessary to include all rental payments for the Leased Premises in its annual budget and to make the necessary annual appropriations therefor.

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Following their remarketing on [_____, 2016], the Series 2008A Bonds will be supported by an irrevocable direct-pay letter of credit (the "Credit Facility") issued by MUFG Union Bank, N.A. (the "Credit Provider"). Under the Credit Facility, the Trustee will be permitted to draw an amount not exceeding the stated amount indicated in the Credit Facility (the "Stated Amount") for the payment of the principal and purchase price of, and interest on, the Series 2008A Bonds (other than Series 2008A Bonds owned by or for the account of the Corporation or the Credit Provider ("Purchased Bonds")), whether at maturity, prior redemption, purchase, on an Interest Payment Date (as defined below) or otherwise. The Stated Amount of the Credit Facility on any date will be based upon the aggregate principal amount of the Outstanding Series 2008A Bonds on or prior to such date and interest on such Series 2008A Bonds for up to [50 days calculated at a rate of 12% per annum based on a 365 day year for the actual number of days elapsed]. In consideration for issuing the Credit Facility, the County and the Corporation will enter into a Reimbursement Agreement, dated as of [_____, 2016] (the "Credit Agreement"), with the Credit Provider. For information about the Credit Provider, see "THE CREDIT PROVIDER." For a further description of the Credit Facility and the terms of the Credit Agreement, see "THE CREDIT FACILITY AND THE CREDIT AGREEMENT."

At the time of issuance of the Series 2008A Bonds, the Corporation obtained financial guaranty insurance policies from Assured Guaranty Corp. (the "Bond Insurer") to insure the Corporation's obligations with respect to the Series 2008A Bonds (the "Bond Insurance Policy") and the Swap Agreement (as defined herein) (the "Swap Insurance Policy"). Among other things, the Swap Insurance Policy fulfills the Corporation's collateral obligations under the Swap Agreement. See "SWAP AGREEMENT" herein. Thus, in addition to the support provided by the Credit Facility, the payment of scheduled principal of and interest on the Series 2008A Bonds is also guaranteed under the Bond Insurance Policy issued by the Bond Insurer. See "BOND INSURANCE."

Brief descriptions of the Series 2008A Bonds, the Facilities Lease, the Site Lease, the Indenture, the Continuing Disclosure Certificate (as defined herein), the Credit Facility, the County and the Corporation are provided below. Such descriptions do not purport to be comprehensive or definitive. All references made to various documents herein are qualified in their entirety by reference to the forms thereof, copies of which may be obtained from the Trustee in Los Angeles, California. All capitalized terms used and not otherwise defined in this Remarketing Memorandum shall have the meanings set forth in the Facilities Lease or the Indenture. See APPENDIX D—"SUMMARY OF THE PRINCIPAL LEGAL DOCUMENTS—DEFINITIONS OF CERTAIN TERMS."

SUMMARY OF REMARKETING

The current credit facility supporting the Series 2008A Bonds (the "Expiring Credit Facility") expires pursuant to its terms on December 4, 2016. The County has decided to replace the Expiring Credit Facility with the Credit Facility. In connection with such expiration and replacement, the Indenture requires that all of the outstanding Series 2008A Bonds be mandatorily tendered and remarketed. The proceeds of the remarketing of the Series 2008A Bonds will be used to reimburse the initial provider of the Credit Facility for its payment to the holders of the Series 2008A Bonds that are tendered. The mandatory tender and remarketing will occur on [_____, 2016].

THE JUSTICE CENTER

The Justice Center is located approximately five miles east of the City of Temecula on a site of approximately 52 acres purchased by the County in 1987 for $2.5 million (the "Site"). The Site includes a Sheriff's station, completed in 1992 and consisting of approximately 33,000 square feet, and a jail facility, containing approximately 124,000 square feet and capable of housing 535 inmates. The total cost of the Sheriff's station and existing jail facility was approximately $24 million, which was funded from

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development mitigation fees, state grants and the County's general fund. The Sheriff's station and jail are part of the Leased Premises leased from the County to the Corporation pursuant to the Site Lease, and leased back from the Corporation to the County pursuant to the Facilities Lease.

In addition to the Sheriff's Station and jail, the Justice Center includes three components financed with the proceeds of the Series 2000 Bonds: a jail facility expansion, a court facility and a juvenile detention facility. The new components of the Justice Center were completed in July 2003. The jail facility expansion added approximately 92,000 square feet to the prior jail facility, which provided an additional 283 cells and 535 jail beds, including 27 for violent offenders. The court facility provided 12 courtrooms (each capable of accommodating criminal cases), court support functions and administrative support functions, including offices for the District Attorney, Public Defender and Office of Probation. The court facility contains approximately 188,000 square feet. The juvenile detention facility, containing approximately 63,000 square feet, provided approximately 100 beds, classroom modules, medical and school staff, and a fully functional kitchen/dining service. The juvenile detention facility represents the first phase of a master-planned 200-bed facility.

THE SERIES 2008A BONDS

The following is a summary of certain provisions of the Series 2008A Bonds. Reference is made to the Series 2008A Bonds for the complete text thereof and to the Indenture for a more detailed description of such provisions. The discussion herein is qualified by such reference. See APPENDIX D—"SUMMARY OF THE PRINCIPAL LEGAL DOCUMENTS" attached hereto.

This Remarketing Memorandum provides certain information as of its date with respect to the Series 2008A Bonds prior to a conversion to any Interest Rate Period other than a Daily Interest Rate Period or a Weekly Interest Rate Period and is not intended to describe the Series 2008A Bonds after such a conversion. There are significant changes in the terms of the Series 2008A Bonds not described in this Remarketing Memorandum when the Series 2008A Bonds are not in a Daily Interest Rate Period or a Weekly Interest Rate Period. Purchasers of the Series 2008A Bonds should not rely on this Remarketing Memorandum for information concerning the Series 2008A Bonds in connection with any conversion of the Series 2008A Bonds to other than a Daily Interest Rate Period or a Weekly Interest Rate Period.

General

The Series 2008A Bonds currently bear interest at a Weekly Interest Rate for a Weekly Interest Rate Period. The Series 2008A Bonds may bear interest from time to time at (i) a Daily Interest Rate during a Daily Interest Rate Period, (ii) a Weekly Interest Rate during a Weekly Interest Rate Period, or (iii) a Long Term Interest Rate during a Long Term Interest Rate Period, as more fully described below. All of the Series 2008A Bonds must be in the same Interest Rate Period. Interest shall be computed, in the case of a Long Term Interest Rate Period, on the basis of a 360-day year consisting of twelve 30-day months, and in the case of a Daily Interest Rate Period or a Weekly Interest Rate Period, on the basis of a 365 or 366-day year, as appropriate, for the actual number of days elapsed. When the Series 2008A Bonds bear interest at a Daily Interest Rate or Weekly Interest Rate, the authorized denominations will be $100,000 or any multiple of $5,000 in excess thereof, and when the Series 2008A Bonds bear interest at a Long Term Interest Rate, the authorized denominations will be $5,000 or any integral multiple of $5,000 (the "Authorized Denominations").

"Weekly Interest Rate Period" means each period during which Weekly Interest Rates are in effect; and "Weekly Interest Rate" means a variable interest rate on the Series 2008A Bonds established in accordance with the Indenture as the rate of interest per annum determined by the Remarketing Agent

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(based on an examination of tax-exempt obligations comparable in the judgment of the Remarketing Agent to the Series 2008A Bonds and known by the Remarketing Agent to have been priced or traded under then-prevailing market conditions) to be the minimum interest rate which, if borne by such 2008A Bonds, would enable the Remarketing Agent to sell all the Series 2008A Bonds on such date of determination at a price (without regard to accrued interest) equal to the principal amount thereof. The Weekly Interest Rate is determined by the Remarketing Agent by no later than 5:00 p.m., New York City time, on Tuesday of each week during such Weekly Interest Rate Period, or if such day shall not be a Business Day, on the next succeeding Business Day.

"Daily Interest Rate Period" means each period during which a Daily Interest Rate is in effect; and "Daily Interest Rate" means a variable interest rate on the Series 2008A Bonds established in accordance with the Indenture which will be the rate of interest per annum determined by the Remarketing Agent (based on an examination of tax-exempt obligations comparable in the judgment of the Remarketing Agent to the Series 2008A Bonds and known by the Remarketing Agent to have been priced or traded under then-prevailing market conditions) to be the minimum interest rate which, if borne by such 2008A Bonds, would enable such Remarketing Agent to sell all such 2008A Bonds on such Business Day at a price (without regard to accrued interest) equal to the principal amount thereof.

"Long Term Interest Rate Period" means each period during which a Long Term Interest Rate is in effect; and "Long Term Interest Rate" means a term, non-variable interest rate on the Series 2008A Bonds established in accordance with the Indenture which will be the rate of interest per annum determined by the Remarketing Agent (based on the examination of tax-exempt obligations comparable in the judgment of the Remarketing Agent to the Series 2008A Bonds and known by the Remarketing Agent to have been priced or traded under then-prevailing market conditions) to be the minimum interest rate at which the Remarketing Agent will agree to purchase the Series 2008A Bonds on such effective date for resale at a price (without regarding accrued interest) which will result in the lowest net interest cost for the Series 2008A Bonds taking into account any premium or discount at which the Series 2008A Bonds are sold by the Remarketing Agent.

At no time shall any Series 2008A Bond (other than Series 2008A Bonds held by the Credit Provider) bear interest at a rate in excess of 12% per annum (the "Maximum Rate"). Interest on the Series 2008A Bonds or the principal portion thereof called for redemption will cease to accrue on the date fixed for redemption of such Series 2008A Bonds.

Interest on the Series 2008A Bonds is payable by the Trustee (i) during any Daily Interest Rate Period, on the first Business Day of each calendar month; (ii) during any Weekly Interest Rate Period, on the first Wednesday of each calendar month, provided that if any such Wednesday is not a Business Day, interest accrued through the immediately preceding Tuesday shall be paid on the next succeeding Business Day (thus the first Interest Payment Date following this remarketing will be January 2, 2014); (iii) during any Long Term Interest Rate Period, on each May 1 and November 1, or, if any such May 1 or November 1 is not a Business Day, on the next succeeding Business Day; (iv) with respect to each Interest Rate Period, the day next succeeding the last day thereof; and (v) any date specified in the Credit Agreement as a date on which interest is to be paid (each, an "Interest Payment Date"). "Business Day" means any day other than a Saturday, a Sunday or any other day on which banking institutions located in Los Angeles, California, New York, New York and St. Paul, Minnesota are authorized or required to remain closed for commercial bank purposes. "Interest Rate Period" means any Daily Interest Rate Period, Weekly Interest Rate Period or Long Term Interest Rate Period.

The term of the Series 2008A Bonds shall be divided into consecutive Interest Rate Periods selected by the Corporation. At any time, all Series 2008A Bonds (other than Series 2008A Bonds held by the Credit Provider) will bear interest at a Daily Interest Rate, a Weekly Interest Rate or a Long Term

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Interest Rate. For any Daily Interest Rate Period, interest accrues from the first day thereof and thereafter from the first day of each calendar month during such Daily Interest Rate Period. For any Weekly Interest Rate Period, interest accrues at the Weekly Interest Rate from the first Wednesday of each calendar month, to and including the Tuesday preceding the first Wednesday of the next calendar month. For any Long Term Interest Rate Period, interest accrues from the first day thereof and thereafter from each Interest Payment Date in respect thereof (other than the last such Interest Payment Date), to and including the day immediately preceding the next succeeding Interest Payment Date.

Interest Rate Provisions

Daily Interest Rate. The Daily Interest Rate with respect to any Series 2008A Bonds (other than Purchased Bonds) bearing interest for a Daily Interest Rate Period will be determined by the Remarketing Agent on each Business Day for such Business Day during a Daily Interest Rate Period.

The Daily Interest Rate for any day during a Daily Interest Rate Period which is not a Business Day will be the same as the Daily Interest Rate for the immediately preceding Business Day. If the Remarketing Agent shall not have determined a Daily Interest Rate for any Business Day, the Daily Interest Rate for such Business Day will be the same as the Daily Interest Rate for the immediately preceding day and such rate will continue until the earlier of the day the Remarketing Agent determines a new Daily Interest Rate or the seventh day succeeding the first day on which the Daily Interest Rate was not determined by the Remarketing Agent.

If the Remarketing Agent does not determine a Daily Interest Rate by the seventh day succeeding the first day on which the Remarketing Agent has not determined the Daily Interest Rate, or if for any reason a Daily Interest Rate determined by the Remarketing Agent for any day shall be held to be invalid or unenforceable by a court of law, the interest rate applicable to the Series 2008A Bonds will be the interest rate per annum equal to 110% of the SIFMA Swap Index most recently made available prior to the date of determination, or if such index is no longer available, or no such index was made available for the week preceding the date of determination, 70% of the interest rate on 30-day high grade unsecured commercial paper notes sold through dealers by major corporations as reported in *The Wall Street Journal* for each Business Day and for the next preceding Business Day for each day which is not a Business Day until the Daily Interest Rate is again validly determined by the Remarketing Agent.

Weekly Interest Rate. The Weekly Interest Rate will be determined by the Remarketing Agent by no later than 5:00 p.m., New York City time, on Tuesday of each week during a Weekly Interest Rate Period or the next succeeding Business Day if such Tuesday is not a Business Day. The first Weekly Interest Rate determined for each Weekly Interest Rate Period shall be determined on or prior to the first day of such Weekly Interest Rate Period and shall apply to the period commencing on the first day of such Weekly Interest Rate Period and ending on the next succeeding Tuesday. Thereafter, each Weekly Interest Rate shall apply to the period commencing on Wednesday and ending on the next succeeding Tuesday, unless such Weekly Interest Rate Period shall end on a day other than Tuesday, in which event the last Weekly Interest Rate will apply to the period commencing on the Wednesday preceding the last day of such Weekly Interest Rate Period and ending on the last day of such Weekly Interest Rate Period.

If the Remarketing Agent fails to establish a Weekly Interest Rate for any week during a Weekly Interest Rate Period, the interest rate for such week will be deemed to be the same as the Weekly Interest Rate for the immediately preceding week, if the Weekly Interest Rate for such preceding week was determined by the Remarketing Agent. If for any reason the Remarketing Agent did not determine the Weekly Interest Rate for the immediately preceding week, or if a Weekly Interest Rate determined by the Remarketing Agent for any week shall be held to be invalid or unenforceable by a court of law, the interest rate for such week will be equal to 110% of the SIFMA Swap Index most recently made available

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prior to the date of determination, or if such index is no longer available, or no such index was so made available for the week preceding the date of determination, 70% of the interest rate on 30 -day high grade unsecured commercial paper notes sold through dealers by major corporations as reported in *The Wall Street Journal* on the day the Weekly Interest Rate would otherwise be determined by the Remarketing Agent.

Adjustment to an Alternate Interest Rate Period. The Corporation may elect at any time to adjust the Interest Rate Period on the Series 2008A Bonds to an alternate Interest Rate Period, subject to certain conditions specified in the Indenture, including delivery of an opinion of bond counsel nationally recognized in the field of municipal finance law to the effect that the action proposed to be taken is authorized or permitted by the Indenture and will not adversely affect any exclusion from gross income for federal income tax purposes of interest on the Series 2008A Bonds (an "Opinion of Bond Counsel").

If the Corporation elects to adjust the Series 2008A Bonds to an alternate Interest Rate Period, all of the Series 2008A Bonds will be subject to such alternate Interest Rate Period. The written direction by which the Corporation makes such election must specify (i) in the case of an adjustment to a Long Term Interest Rate Period, the duration of such Long Term Interest Rate Period; and (ii) the effective date of the adjustment to any alternate Interest Rate Period, which effective date must be a Business Day not earlier than the thirtieth day following the second Business Day after receipt by the Trustee of such direction from the Corporation. A change to an alternate Interest Rate Period may not take place unless an Opinion of Bond Counsel is delivered to the Trustee on the effective date of such change.

The Trustee is required to give notice to the Depository Trust Company ("DTC") of any adjustment to a new Interest Rate Period not less than 30 days prior to the effective date of such new Interest Rate Period. DTC is expected to in turn give such notice to the participants of DTC (the "Participants") for distribution to the beneficial owners. Such notice will state (i) that the interest rate on the Series 2008A Bonds will be adjusted to a Daily Interest Rate, a Long Term Interest Rate or a Weekly Interest Rate, as appropriate, unless (a) Bond Counsel fails to deliver an Opinion of Bond Counsel on the effective date of such adjustment, or (b) in the case of an adjustment to a, or establishment of another, Long Term Interest Rate Period, the Corporation elects, on or prior to the date of determination of such Long Term Interest Rate, to rescind its election to cause such adjustment, in which case the Series 2008A Bonds, if being adjusted from a Daily Interest Rate Period or a Weekly Interest Rate Period, shall continue to bear interest at a Daily Interest Rate or a Weekly Interest Rate as in effect prior to such proposed adjustment in the Interest Rate Period, or, if being adjusted from a Long Term Interest Rate Period, shall bear interest at a Weekly Interest Rate, provided that Series 2008A Bonds that were to continue in a Long Term Interest Rate Period shall bear interest at a Weekly Interest Rate; (ii) the effective date of such alternate Interest Rate Period, and in the case of an adjustment to a Long Term Interest Rate Period, the day on which such Long Term Interest Rate Period shall end; and (iii) that the Series 2008A Bonds are subject to mandatory tender for purchase on the effective date of the new Interest Rate Period and the purchase price applicable thereto.

Upon the failure of an adjustment to an alternate Interest Rate Period, the Series 2008A Bonds will bear interest as provided in clause (i) of the notice described above. If notice of such adjustment has been mailed as provided in the Indenture and Bond Counsel fails to deliver an Opinion of Bond Counsel on the effective date as therein described, the Series 2008A Bonds shall continue to be subject to mandatory tender for purchase on the date which would have been the effective date of such adjustment. If the Corporation has not made a timely election prior to the end of any Long Term Interest Rate Period that, during the next succeeding Interest Rate Period, the Series 2008A Bonds shall bear interest at a specified interest rate, the next succeeding Interest Rate Period for the Series 2008A Bonds will be a Weekly Interest Rate Period until properly adjusted otherwise.

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In connection with an adjustment to any Interest Rate Period that would require the mandatory tender for purchase of the Series 2008A Bonds at a purchase price greater than the principal amount thereof under the circumstances described under "Mandatory Tender for Purchase on First Day of Each Interest Rate Period," the Corporation must deliver to the Trustee, prior to the Trustee's mailing of notice to DTC of such adjustment, Available Moneys to pay the portion of such purchase price corresponding to the premium, unless the Credit Facility then in effect provides for payment of the premium.

Rescinding Election to Adjust to Long Term Interest Rate. If the Corporation elects to rescind its election to adjust the interest rate on the Series 2008A Bonds to a Long Term Interest Rate, then the Series 2008A Bonds will bear interest at a Daily Interest Rate or a Weekly Interest Rate as in effect prior to such election, or if the Series 2008A Bonds were to be adjusted from another Long Term Interest Rate, then the Series 2008A Bonds will bear interest at a Weekly Interest Rate for the period commencing on the date which would have been the effective date of such Long Term Interest Rate Period. In either such case, the Series 2008A Bonds will continue to be subject to mandatory tender for purchase on the day that would have been the effective date of such Long Term Interest Rate Period.

Optional and Mandatory Purchase

Optional Tender for Purchase During Daily Interest Rate Period. During any Daily Interest Rate Period, any Series 2008A Bond (other than a Purchased Bond) shall be purchased (in whole) at the option of the holder on any Business Day at a purchase price equal to the principal amount thereof, plus accrued interest, if any, from and including the Interest Accrual Date immediately preceding the date of purchase through and including the day immediately preceding the date of purchase, unless the date of purchase shall be an Interest Accrual Date in which case at a purchase price equal to the principal amount thereof, payable in immediately available funds, upon delivery to the Tender Agent at its Principal Office for delivery of notices, by no later than 11:00 a.m. New York City time on such Business Day, of an irrevocable written notice or an irrevocable telephonic notice, promptly confirmed by tested telex, telecopy or other writing, which states the principal amount of such 2008A Bonds and the date of purchase. For payment of such purchase price on the date specified in such notice, such Bond must be delivered, at or prior to 12:00 noon New York City time on such Business Day, to the Tender Agent for such 2008A Bonds at the Delivery Office of the Tender Agent, accompanied by an instrument of transfer thereof, in form satisfactory to such Tender Agent, executed in blank by the Registered Owner thereof or his duly-authorized attorney, with such signature guaranteed by an eligible guarantor institution.

Optional Tender for Purchase During Weekly Interest Rate Period. During any Weekly Interest Rate Period, any Series 2008A Bond (other than a Purchased Bond) shall be purchased (in whole) from the holder thereof at the option of such holder on any Business Day at a purchase price equal to the principal amount thereof plus accrued interest if any, from and including the Interest Accrual Date immediately preceding the date of purchase through and including the day immediately preceding the date of purchase, unless the date of purchase shall be an Interest Accrual Date, in which case at a purchase price equal to the principal amount thereof, payable in immediately available funds, upon delivery to the Tender Agent at its Principal Office for delivery of notices and to the Remarketing Agent of an irrevocable written notice which states the principal amount of such 2008A Bond and the date on which the same shall be purchased, which date shall be a Business Day not prior to the seventh day next succeeding the date of the delivery of such notice to the Tender Agent. Any notice delivered to the Tender Agent after 4:00 p.m. New York City time shall be deemed to have been received on the next succeeding Business Day. The purchase price of any 2008A Bond so purchased shall be payable only upon surrender of such 2008A Bond to the Tender Agent at its Principal Office for delivery of 2008A Bonds, accompanied by an instrument of transfer thereof, in form satisfactory to the Tender Agent, executed in blank by the Registered Owner thereof or his duly authorized attorney, with such signature

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guaranteed by an eligible guarantor institution. Purchased Bonds may not be tendered for purchase at the option of the holder thereof.

Notice of Election Deemed To Be Irrevocable Tender. The giving of notice by an owner of its election to have its Series 2008A Bond purchased during a Weekly Interest Rate Period or Daily Interest Rate Period constitutes an irrevocable tender for purchase of such Series 2008A Bond. From and after the relevant purchase date, no interest shall accrue on the Series 2008A Bonds and the holder shall have no right except to receive the purchase price of such Series 2008A Bonds.

Mandatory Tender for Purchase on First Day of Each Interest Rate Period. The Series 2008A Bonds are subject to mandatory tender for purchase on the first day of each Interest Rate Period (or on the day which would have been the first day of an Interest Rate Period had there been no occurrence of an event that resulted in the interest rate on the Series 2008A Bonds not being adjusted), at a purchase price equal to the principal amount of the Series 2008A Bonds or, in the case of a purchase on the first day of an Interest Rate Period which shall be preceded by a Long Term Interest Rate Period and which shall commence prior to the day originally established as the last day of such preceding Long Term Interest Rate Period, at a purchase price equal to the principal amount thereof, plus accrued interest, if any.

Mandatory Tender for Purchase Upon Occurrence of Certain Events Under the Credit Facility. If at any time the Trustee shall give notice that any Series 2008A Bond or Series 2008A Bonds which, at such time, are subject to purchase under the Credit Facility as then in effect, shall on the date specified in such notice cease to be subject to purchase from the Credit Facility as a result of (i)(A) the termination or expiration of the term of such Credit Facility or (B) such Credit Facility being replaced with the effect that the purchase price of such Series 2008A Bond or Series 2008A Bonds is no longer payable from such Credit Facility (in each case, whether or not any Alternate Credit Facility has been obtained), or (ii)(A) the Credit Provider notifying the Trustee that it is requesting a mandatory tender as a consequence of an "Event of Default" having occurred under the Credit Facility and instructing the Trustee to make its final drawing under the Credit Facility or (B) the Credit Provider notifying the Trustee that it is not reinstating the interest component under the Credit Facility; then (x) on the second Business Day preceding any such termination, expiration or replacement of the Credit Facility or (y) no later than the fifth calendar day following its receipt from the Credit Provider of its notice of an "Event of Default" under the Credit Facility or of a nonreinstatement of the interest component under the Credit Facility, each such Series 2008A Bond shall be purchased or deemed purchased as provided in the Indenture and in the Credit Facility. See "THE CREDIT FACILITY AND THE CREDIT AGREEMENT."

[***Mandatory Tender for Purchase Upon Cancellation of Bond Insurance Policy***. As a condition to the issuance of the Credit Facility, the County, the Corporation, the Trustee, the Credit Provider and the Bond Insurer have entered into an Insurance Policy Cancellation Agreement, dated as of December 1, 2013 (the "Bond Insurance Cancellation Agreement"). Pursuant to the Bond Insurance Cancellation Agreement, under certain circumstances including a default by or a credit rating downgrade of the Bond Insurer, the Credit Provider can direct, or the Bond Insurer may require, the cancellation of the Bond Insurance Policy (which will also cancel the Swap Insurance Policy). In the event of such cancellation, the Series 2008A Bonds will be subject to mandatory tender for purchase at a purchase price equal to the principal amount thereof, plus accrued interest, if any, the proceeds of which will be derived from a drawing under the Credit Facility.]**[to be updated as needed]**

Delivery of Tender Notices. Notices in respect of tenders for purchase at the election of owners during a Daily Interest Rate Period or Weekly Interest Rate Period and Series 2008A Bonds subject to mandatory tender for purchase as described above must be delivered to the Tender Agent.

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Mandatory Tender for Purchase of 2008A Bonds at Direction of Corporation. In addition to the provisions relating to the mandatory tender for purchase of 2008A Bonds described above, the Series 2008A Bonds, or any of them, shall be subject to mandatory tender for purchase by the Corporation, with the prior written consent of the Bond Insurer, in whole or in part (such that the portion that is subject to such mandatory tender for purchase and the portion not subject to such mandatory tender shall each be in an Authorized Denomination), at the applicable Optional Purchase Price on each Optional Purchase Date. In the event that the Corporation determines to purchase any 2008A Bonds on any Optional Purchase Date, the Corporation shall provide the Trustee and the Remarketing Agent with written notice of such determination at least thirty-five (35) days prior to the Optional Purchase Date, which notice shall specify the Series of 2008A Bonds and the principal amount of such 2008A Bonds of each maturity that are to be purchased and the Optional Purchase Date on which such purchase is to occur. Under certain circumstances, the Credit Provider may instruct the Corporation to cause a mandatory tender of the Series 2008A Bonds. If the Credit Provider directs the Corporation to cause a mandatory tender of the Series 2008A Bonds, the purchase price thereof will be derived from a drawing under the Credit Facility.

When the Trustee receives such notice from the Corporation, the Trustee shall give notice of the mandatory tender for purchase of such 2008A Bonds, which notice will be mailed, by first class mail, postage prepaid, not more than sixty (60) nor less than thirty (30) days before the Optional Purchase Date to the Owners of any 2008A Bonds or portions of 2008A Bonds to be purchased at their addresses appearing in the Bond Register, with a copy to the Remarketing Agent. Such notice shall specify the maturities of such 2008A Bonds to be purchased, the Optional Purchase Date, the Optional Purchase Price and the place or places where the Optional Purchase Price due upon such tender for purchase shall be payable and, if less than all of the Series 2008A Bonds of like maturity are to be purchased, the letters and numbers or other distinguishing marks of such 2008A Bonds so to be purchased, and, in the case of 2008A Bonds to be purchased in part only, such notice shall also specify the respective portions of the principal amount thereof to be purchased.

If at the time the Trustee sends any such notice of mandatory tender for purchase of the Series 2008A Bonds, the Corporation has not deposited with the Trustee an amount sufficient to pay the full Optional Purchase Price of the Series 2008A Bonds, or the portions thereof, to be purchased, such notice must state that such mandatory tender for purchase is conditional upon the receipt by the Trustee on or prior to the Optional Purchase Date fixed for such purchase of moneys sufficient to pay the Optional Purchase Price of such 2008A Bonds, or the portions thereof to be purchased, and that if such moneys have not been so received said notice will be of no force and effect and the Corporation shall not be required to purchase such 2008A Bonds. In the event that such notice of mandatory tender for purchase contains such a condition and such moneys are not so received, no purchase of the Series 2008A Bonds identified in the notice of mandatory tender for purchase will be made and the Trustee shall, within a reasonable time thereafter, give notice, to the Remarketing Agent and to the persons and in the manner in which the notice of tender was given, that such moneys were not so received and that there will be no purchase of 2008A Bonds pursuant to the notice of mandatory tender for purchase.

Redemption

Extraordinary Redemption of Bonds. The Series 2008A Bonds are subject to extraordinary redemption prior to maturity, in whole or in part on any date, upon notification from the County to the Corporation that insurance proceeds and other legally available moneys are sufficient to provide for the redemption of (i) all Outstanding Bonds or (ii) the Outstanding Bonds relating to the portion of the Leased Premises damaged, destroyed or taken by eminent domain, provided that the Base Rental with respect to the remaining portion of the Leased Premises is sufficient to pay the principal and interest due with respect to the Series 2008A Bonds Outstanding after such redemption, in which case the Series 2008A Bonds shall be so redeemed.

Attachment: Riverside SWJC Remarketing Memorandum 2016(1) 4828-6340-1786 v.2 (2704 : Letter of Credit Substitution)

Optional Redemption of Series 2008A Bonds. On any Business Day during a Weekly Interest Rate Period or a Daily Interest Rate Period, the Series 2008A Bonds will be subject to optional redemption by the Corporation, in whole or in part, at a redemption price equal to the principal amount thereof.

During any Long Term Interest Rate Period, the Series 2008A Bonds shall be subject to optional redemption by the Corporation from Available Money on the dates and at the redemption prices set forth in the Indenture.

Mandatory Sinking Fund Redemption of Series 2008A Bonds. The Series 2008A Bonds are subject to mandatory sinking fund redemption, on the first Wednesday of November in the years and principal amounts shown below, at a redemption price equal to the principal amount thereof to be redeemed plus accrued interest thereon to the date fixed for redemption (the final amount to be paid rather than redeemed):

Year	***Principal***
2017	$2,895,000
2018	3,000,000
2019	3,205,000
2020	3,410,000
2021	3,620,000
2022	3,825,000
2023	4,035,000
2024	4,135,000
2025	4,445,000
2026	4,655,000
2027	4,965,000
2028	5,170,000
2029	5,480,000
2030	5,790,000
2031	6,100,000
2032*	6,410,000

* Maturity.

The principal amount of the Series 2008A Bonds required to be redeemed on each mandatory sinking fund redemption date may be reduced by the principal amount of the Series 2008A Bonds theretofore redeemed (otherwise than by mandatory sinking fund redemption) or delivered to the Trustee for cancellation, and not theretofore applied as a credit against any mandatory sinking fund redemption obligation. Any such reduction shall be applied as a credit against the mandatory sinking fund obligation for the year or years selected by the Corporation.

Selection of Bonds for Redemption. If less than all of the Series 2008A Bonds are to be redeemed, other than mandatory sinking fund redemption, the Trustee shall select Bonds for redemption among series and maturities of such Bonds in a manner provided by the Corporation at the direction of the County; provided that Debt Service in any given year shall not exceed the fair rental value of the Leased Premises in such year. If less than all of the Series 2008A Bonds of like maturity are to be redeemed, the particular Bond or portions of such Bond to be redeemed shall be selected by lot by the Trustee in such manner as the Trustee in its sole discretion shall deem appropriate and fair.

Attachment: Riverside SWJC Remarketing Memorandum 2016(1) 4828-6340-1786 v.2 (2704 : Letter of Credit Substitution)

Notice of Redemption. Notice of redemption of Bonds will be mailed by first-class mail by the Trustee, not less than thirty (30) nor more than sixty (60) days prior to the date fixed for redemption, to the respective Owners of Bonds designated for redemption, to the Bond Insurer and to one or more Information Services. From and after the date fixed for redemption interest will cease to accrue. Failure by the Trustee to give notice to any one or more of the Information Services or failure of DTC to receive notice or any defect in any notice will not affect the sufficiency of the proceedings for redemption.

CERTAIN CONSIDERATIONS RELATING TO THE SERIES 2008A BONDS

[remarketing agent's counsel to update as needed]

The Remarketing Agent is Paid by the County

The Remarketing Agent's responsibilities include determining the interest rate from time to time and remarketing Series 2008A Bonds that are optionally or mandatorily tendered by the owners thereof (subject to the terms of the Remarketing Agreement), as described above in this Remarketing Memorandum. The Remarketing Agent is appointed by the County and is paid by the County for its services. As a result, the interests of the Remarketing Agent may differ from those of existing holders and potential purchasers of Series 2008A Bonds.

The Remarketing Agent May Purchase Series 2008A Bonds for Its Own Account

The Remarketing Agent acts as remarketing agent for a variety of variable rate demand obligations and, in its sole discretion, has routinely purchased such obligations for its own account in order to achieve a successful remarketing of such obligations (i.e., because there are otherwise not enough buyers to purchase the obligations) or for other reasons. The Remarketing Agent is permitted, but not obligated, to purchase tendered Series 2008A Bonds for its own account and, if it does so, it may cease doing so at any time without notice. The Remarketing Agent may also make a market in the Series 2008A Bonds by routinely purchasing and selling Series 2008A Bonds other than in connection with an optional or mandatory tender and remarketing. Such purchases and sales may be at or below par. However, the Remarketing Agent is not required to make a market in the Series 2008A Bonds. The Remarketing Agent may also sell any Series 2008A Bonds it has purchased to one or more affiliated investment vehicles for collective ownership or enter into derivative arrangements with affiliates or others in order to reduce its exposure to the Series 2008A Bonds. The purchase of Series 2008A Bonds by the Remarketing Agent may create the appearance that there is greater third-party demand for the Series 2008A Bonds in the market than is actually the case. The practices described above also may result in fewer Series 2008A Bonds being tendered in a remarketing.

The Series 2008A Bonds May be Offered at Different Prices on Any Date Including an Interest Rate Determination Date

Pursuant to the Remarketing Agreement, the Remarketing Agent is required to determine the applicable rate of interest that, in its judgment, is the lowest rate that would permit the sale of the Series 2008A Bonds bearing interest at the applicable interest rate at par plus accrued interest, if any, on and as of the applicable interest rate determination date. The interest rate will reflect, among other factors, the level of market demand for the Series 2008A Bonds (including whether the Remarketing Agent is willing to purchase Bonds for its own account). There may or may not be Series 2008A Bonds tendered and remarketed on an interest rate determination date, the Remarketing Agent may or may not be able to remarket any Series 2008A Bonds tendered for purchase on such date at par and the Remarketing Agent may sell Series 2008A Bonds at varying prices to different investors on such date or any other date. The Remarketing Agent is not obligated to advise purchasers in a remarketing if it does not have third-party

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buyers for all of the Series 2008A Bonds at the remarketing price. In the event a Remarketing Agent owns any Series 2008A Bonds for its own account, it may, in its sole discretion in a secondary market transaction outside the tender process, offer such Series 2008A Bonds on any date, including an interest rate determination date, at a discount to par to some investors.

The Ability to Sell the Series 2008A Bonds other than through Tender Process May Be Limited

The Remarketing Agent may buy and sell Series 2008A Bonds other than through the tender process. However, it is not obligated to do so and may cease doing so at any time without notice. Thus, investors who purchase the Series 2008A Bonds, whether in a remarketing or otherwise, should not assume that they will be able to sell their Series 2008A Bonds other than by tendering the Series 2008A Bonds in accordance with the tender process.

Under Certain Circumstances, the Remarketing Agent May Be Removed, Resign or Cease Remarketing the Series 2008A Bonds, Without a Successor Being Named

Under certain circumstances the Remarketing Agent may be removed or have the ability to resign or cease its remarketing efforts, without a successor having been named, subject to the terms of the Remarketing Agreement.

SECURITY AND SOURCE OF PAYMENT FOR THE SERIES 2008A BONDS

Special Obligation of Corporation

The Series 2008A Bonds are special obligations of the Corporation payable from and secured by a pledge of the Revenues derived by the Corporation from the Facilities Lease and Leased Premises and from moneys deposited in certain funds and accounts pledged under the Indenture. Neither the County nor any public agency (other than the Corporation to the extent of Base Rental payments received from the County) shall be obligated to pay the principal or redemption price of the Series 2008A Bonds or the interest thereon. Neither the faith and credit nor the taxing power of the County or any public agency is pledged to the payment of the principal, premium, if any, or interest on the Series 2008A Bonds. The Corporation has no taxing power.

The Credit Facility; Provision of Alternate Credit Facilities

Following this remarketing, the payment of principal of, interest on and purchase price of the Series 2008A Bonds tendered for purchase and not remarketed will be made by the Credit Provider through the Credit Facility issued pursuant to the provisions of the Credit Agreement.

So long as the Credit Facility or an Alternate Credit Facility is in place and the Credit Provider is honoring timely draws made thereunder, the Trustee will draw upon the Credit Facility and apply the moneys therefrom to the payment of each installment of principal of and interest on the Series 2008A Bonds, including upon any redemption thereof, and to the payment of the Purchase Price of each tendered Series 2008A Bond not timely remarketed. Funds provided to the Trustee constituting (i) Base Rental payments by the County, including the proceeds from rental interruption insurance, (ii) the net proceeds of any insurance or condemnation award, (iii) remarketing proceeds and (iv) amounts held in the Debt Service Reserve Fund, shall be applied timely by the Trustee to the reimbursement of the Credit Provider pursuant to the terms of the Credit Agreement so long as the Credit Provider is honoring timely draws made on the Credit Facility. To the extent the Credit Provider is not honoring timely draws made on the Credit Facility, the Trustee shall pay such funds as otherwise set forth in the Indenture to the payment of

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each installment of principal of and interest on the Series 2008A Bonds, including upon any redemption thereof.

The Trustee is required to make a demand for payment under the Credit Facility subject to and in accordance with its terms, in order to receive payment thereunder not later than the time payment is due on the Series 2008A Bonds on the following dates in the following amounts:

(i) On each Interest Payment Date, in an amount which will be sufficient to pay all interest due and payable on the Outstanding Series 2008A Bonds on such Interest Payment Date;

(ii) On any date fixed for payment or redemption of the Series 2008A Bonds in an amount which, together with amounts demanded for payment pursuant to paragraph (i) above, will be sufficient to pay the amount due on the Series 2008A Bonds, including accrued interest and premium, if any (if a demand for payment is permitted for premium under the terms the Credit Facility); and

(iii) On each Purchase Date, in an amount sufficient to pay the Purchase Price of any Series 2008A Bonds tendered or deemed tendered pursuant to the Indenture and which have not been remarketed in accordance with the Indenture, or for which sufficient remarketing proceeds have not been received as provided in the Indenture.

Each such demand for payment will be made not later than the time required by the Credit Facility in order to receive payment thereunder not later than the time payment is required to be made to the Holders of the Series 2008A Bonds pursuant to the Indenture. The proceeds of each such demand will be deposited in the Credit Facility Revenue Account in the Revenue Fund or the Purchase Account in the 2008A Bond Purchase Fund, as appropriate, and used in the order of priority established by the Indenture. At the time of the receipt of proceeds of any demand under a Credit Facility pursuant to (i) or (ii) above, the Trustee will deposit the proceeds of such demand directly in the Credit Facility Revenue Account in the Revenue Fund. At the time of the receipt of proceeds of any demand under a Credit Facility pursuant to (iii) above, the Trustee will deposit the proceeds of such demand directly in the Purchase Account in the 2008A Bond Purchase Fund. The Trustee will comply with all provisions of each Credit Facility in order to realize upon any demand for payment thereunder, and will not demand payment under any Credit Facility of any amounts for payment of: (A) Purchased Bonds (unless for any reason a separate CUSIP number has not been assigned to the Purchased Bonds); or (B) Series 2008A Bonds held by the [County] or the Corporation or actually known by the Trustee to be held by any affiliate of the Corporation or any nominee of the [County] unless the Credit Facility specifically permits such demand.

The Credit Agreement will expire on [_____. 20__] and, unless extended or replaced, the Series 2008A Bonds will be subject to mandatory tender and purchase on the second Business Day preceding such expiration.

Under the Indenture, the Corporation has the right to cause an Alternate Credit Facility to be delivered to the Trustee for the Series 2008A Bonds. In such event, the Series 2008A Bonds would be subject to mandatory tender and purchase on the effective date of the Alternate Credit Facility.

See "THE CREDIT PROVIDER" and "THE CREDIT FACILITY AND THE CREDIT AGREEMENT" herein.

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Source of Payment

Generally. The Series 2008A Bonds are payable solely from Revenues and all funds and accounts established by the Indenture (other than the Excess Earnings Fund) including the investment earnings, if any, thereon. "Revenues" is defined in the Indenture as (i) all revenues, issues, income, rents, royalties, profits and receipts derived or to be derived by the Corporation from or attributable to its leasehold interest in the Leased Premises, including all revenues attributable to the Leased Premises or to the payment of the costs thereof received or to be received by the Corporation under the Leases or any part thereof or any contractual arrangement with respect to the use of the Leased Premises, including payments of Base Rental; (ii) the proceeds of any insurance, including the proceeds of any self-insurance fund, covering loss relating to the Leased Premises; (iii) interest received or to be received on any moneys or securities held pursuant to the Indenture and required or permitted to be paid and which are paid into the Revenue Fund (except for amounts required to be on deposit in the Excess Earnings Fund); (iv) all damage payments received from the County; and (v) all proceeds of rental interruption insurance policies carried with respect to the Leased Premises pursuant to the Facilities Lease or in accordance with the Indenture.

Rental Payments. The Base Rental payments paid by the County under the Facilities Lease are the Corporation's primary source of Revenues and secure all Series 2008A Bonds on parity. Base Rental payments are made from amounts included in the County's annual budget and appropriated therefor the net proceeds of insurance or condemnation awards or certain other moneys held under the Indenture, including moneys held in the Debt Service Reserve Fund established under the Indenture.

The County is required under the Facilities Lease to make monthly Base Rental payments from legally available funds, and Base Rental payments are scheduled to be sufficient to pay, when due, principal and interest on the Series 2008A Bonds. Additional Rental payments due from the County under the Facilities Lease include amounts sufficient to pay certain taxes and assessments, insurance premiums and certain administrative costs.

Except to the extent of (i) amounts received in respect of rental interruption insurance or title insurance; and (ii) amounts, if any, otherwise legally available to the Trustee for payments on the Series 2008A Bonds, Base Rental and Additional Rental payments will be abated during any period in which, by reason of material damage, destruction, condemnation or defects in title to the Leased Premises, there is substantial interference with the use or right of possession by the County thereof. The amount of abatement must be such that the resulting Base Rental and Additional Rental represent fair rental value for the use and possession of the remaining portions of the Leased Premises as to which the County has beneficial use and occupancy and as to which such damage, destruction, condemnation or title defects do not substantially interfere with the use and right of possession by the County. See APPENDIX D—"SUMMARY OF THE PRINCIPAL LEGAL DOCUMENTS—THE FACILITIES LEASE."

The County has covenanted in the Facilities Lease to take such action as may be necessary to include all rental payments for the Leased Premises in its annual budget and to make the necessary annual appropriations therefor. So long as the County has the use and occupancy of the Leased Premises, the obligation of the County to make Base Rental payments, Additional Rental payments and all other amounts provided for in the Facilities Lease, and to perform its obligations thereunder will be absolute and unconditional, except for the right of abatement under certain circumstances as described therein, and such Base Rental payments and other amounts will not be subject to setoff, counterclaim or recoupment.

The Facilities Lease provides that the covenants of the County thereunder are deemed ministerial duties imposed by law, and it further provides that it will be the ministerial duty of each and every public official of the County to take such action and do such things as are required by law in the performance of

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the official duty of such officials to enable the County to carry out and perform the covenants and agreements of the County contained in the Facilities Lease.

Should the County default under the Facilities Lease, the Trustee may exercise any and all remedies available at law or in equity or granted pursuant to the Facilities Lease and may elect, without terminating the County's rights under the Facilities Lease, to continue the Facilities Lease in effect and enforce all of its rights and remedies thereunder, including the right to recover Base Rental payments as they become due. In no event will the Corporation have the right to accelerate the payment of Base Rental. See APPENDIX D—"SUMMARY OF THE PRINCIPAL LEGAL DOCUMENTS—THE FACILITIES LEASE."

The obligation of the County to make Base Rental payments does not constitute an obligation of the County for which the County is obligated to levy or pledge any form of taxation. Neither the Series 2008A Bonds nor the obligation of the County to make base rental payments under the Facilities Lease constitutes a debt of the County, the State of California (the "State") or any political subdivision thereof within the meaning of the Constitution of the State.

Debt Service Reserve Fund

The Indenture requires maintenance of a Debt Service Reserve Fund in an amount equal to the Debt Service Reserve Requirement. Debt Service Reserve Requirement is defined in the Indenture as $6,750,520 constituting the maximum amount of principal and interest payable on the aggregate amount of Outstanding Series 2008A Bonds in any Fiscal Year. For purposes of this definition, interest payable on the Series 2008A Bonds is calculated at the Swap Fixed Rate.

At the option of the Corporation as directed by the County, a Credit Facility in the amount of all or a portion of the Debt Service Reserve Requirement may be substituted for the funds held by the Trustee in the Debt Service Reserve Fund provided that:

(i) at the time of issuance of the Reserve Fund Credit Facility, the Reserve Fund Credit Facility is issued by a bank or other financial institution and the issuer of the Reserve Fund Credit Facility has long-term obligations rated "A" or higher by Fitch, S&P and Moody's or, if issued by an insurance company, such company is rated at least A+ by Alfred M. Best in Best's Insurance Reports and its claims paying rating or obligations insured by such insurance company are rated within the two highest rating categories by S&P and Moody's;

(ii) such Reserve Fund Credit Facility is renewable or extendable on an annual basis and such Reserve Fund Credit Facility unconditionally permits the Trustee to draw funds thereunder in an amount equal to not less than the Debt Service Reserve Requirement not less than 10 days prior to the expiration of the Reserve Fund Credit Facility in the event the term of the Reserve Fund Credit Facility (not including any optional renewals thereof) is less than the final maturity date of the Outstanding Bonds;

(iii) such Reserve Fund Credit Facility is issued for at least an initial five-year term; and

(iv) such Reserve Fund Credit Facility provides for a reimbursement term of not less than three years from the date of any draw thereunder.

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Debt Service Reserve Fund Surety Bond

At the time of issuance of the Series 2008A Bonds, the Bond Insurer issued a financial guaranty insurance policy for the reserve fund with respect to the Series 2008A Bonds (the "Reserve Fund Insurance Policy"), effective as of the date of issuance of the Series 2008A Bonds. Under the terms of the Reserve Fund Insurance Policy, the Bond Insurer unconditionally and irrevocably guarantees to pay that portion of the scheduled principal and interest on the Series 2008A Bonds that becomes due for payment but shall be unpaid by reason of nonpayment by the Corporation (the "Insured Payments").

The Bond Insurer will pay each portion of an Insured Payment that is due for payment and unpaid by reason of nonpayment by the Corporation to the Trustee or Paying Agent, as beneficiary of the Reserve Fund Insurance Policy on behalf of the holders of the Series 2008A Bonds on the later to occur of (i) the date such scheduled principal or interest becomes due for payment or (ii) the business day next following the day on which the Bond Insurer receives a demand for payment therefor in accordance with the terms of the Reserve Fund Insurance Policy.

No payment shall be made under the Reserve Fund Insurance Policy in excess of $6,750,520 (the "Reserve Fund Insurance Policy Limit"). Pursuant to the terms of the Reserve Fund Insurance Policy, the amount available at any particular time to be paid to the Trustee or Paying Agent shall automatically be reduced to the extent of any payment made by the Bond Insurer under the Reserve Fund Insurance Policy, provided, that, to the extent of the reimbursement of such payment to the Bond Insurer, the amount available under the Reserve Fund Insurance Policy shall be reinstated in full or in part, in an amount not to exceed the Reserve Fund Insurance Policy Limit.

The Reserve Fund Insurance Policy does not insure against nonpayment caused by the insolvency or negligence of the Trustee or Paying Agent.

The Reserve Fund Insurance Policy is not covered by any insurance or guaranty fund established under New York, California, Connecticut or Florida insurance law.

Bond Insurance

Payment of scheduled principal of and interest on the Series 2008A Bonds is also guaranteed by the Bond Insurer in accordance with the terms of the Bond Insurance Policy and the Indenture. See "BOND INSURANCE."

Rental Interruption and Casualty Insurance

The Facilities Lease requires the County to maintain rental interruption insurance to cover loss, total or partial, of the use of the Leased Premises as a result of any of the hazards covered by the "all risk" insurance described below in an amount sufficient at all times to pay the total rent payable under the Facilities Lease for a period adequate to cover the period of repair or reconstruction. Such policy provides that the amount payable thereunder shall not be less than an amount equal to two years' maximum Base Rental and Additional Rental.

The Facilities Lease also requires the County to maintain insurance on the Leased Premises against loss or damage to the Leased Premises known as "all risk" insurance, including earthquake and flood. Such insurance is required to be maintained with respect to the Leased Premises at all times, and in an amount not less than the lesser of the full replacement value of the Leased Premises or the aggregate principal amount of Bonds at such time Outstanding. Such insurance may at any time include deductible clauses, on a per loss basis in any one year, not to exceed (a) $50,000, in the case of all risk insurance;

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(b) $200,000, in the case of flood insurance; and (c) 5% of the loss per unit and per occurrence subject to a $500,000 maximum for earthquake insurance. However, if such insurance is not available from reputable insurers at a reasonable cost, the County may self-insure to the extent necessary to enable it to repair or replace the Leased Premises in accordance with the provisions of the Facilities Lease. See APPENDIX D—"SUMMARY OF THE PRINCIPAL LEGAL DOCUMENTS—THE FACILITIES LEASE."

Additional Bonds

The Corporation may at any time, by Supplemental Indenture, provide for the issuance of Additional Bonds subject to satisfaction of certain provisions contained in the Indenture. Additional Bonds will be payable from Base Rental payments and other Revenues as provided in the Indenture and secured by a pledge of and charge and lien upon the Revenues equal to the pledge, charge and lien securing the outstanding Series 2008A Bonds therefore issued under the Indenture, subject to the terms and conditions of the Indenture. See APPENDIX D—"SUMMARY OF THE PRINCIPAL LEGAL DOCUMENTS—THE INDENTURE."

THE CREDIT PROVIDER

The information under this heading has been provided solely by the Credit Provider and is believed to be reliable. This information has not been verified independently by the County, the Corporation or the Remarketing Agent. The County, the Corporation and the Remarketing Agent make no representation whatsoever as to the accuracy, adequacy or completeness of such information.

MUFG Union Bank, N.A.

[to come from Union Bank]

THE CREDIT FACILITY AND THE CREDIT AGREEMENT

The following is a summary of certain provisions of the Credit Facility and the Credit Agreement. This summary is not to be considered a full statement of the terms of either the Credit Facility or the Credit Agreement and accordingly, is qualified by reference thereto and is subject to the full text thereof. Unless otherwise defined, capitalized terms used herein shall have the same meanings given such terms in the Credit Agreement.

The Credit Facility

[to be updated] The purchase price of, and principal and interest evidenced by the Series 2008A Bonds (other than the Bank Bonds or Series 2008A Bonds owned by the County or the Corporation), will be payable from amounts available to be drawn by the Trustee under an irrevocable, transferable direct-pay letter of credit issued by the Credit Provider. Ratings on the Series 2008A Bonds will therefore be based primarily on the credit of the Credit Provider rather than the credit of the County. See "THE CREDIT PROVIDER" for a description of the Credit Provider. Concurrently with the remarketing of the Series 2008A Bonds, the Credit Provider will deliver the Credit Facility to the Trustee. The Trustee will be permitted to draw an aggregate amount not to exceed the principal amount of the Series 2008A Bonds plus interest calculated at an assumed rate of 12% for up to 50 days, based upon a 365-day year, subject to reductions and reinstatements as provided in the Credit Facility. The Credit Facility provides that the Trustee may draw upon the Credit Facility up to the Stated Amount (subject to reduction as provided in the Credit Facility) for any of the following purposes:

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(a) Drawing for interest due with respect to the Series 2008A Bonds on an ordinary Interest Payment Date;

(b) Drawing for payment of the principal amount of, and the unpaid interest on, the redeemed Series 2008A Bonds upon an optional and/or mandatory redemtpion of less than all of the Series 2008A Bonds;

(c) Drawing for payment of the principal amount of, and unpaid interest due on, those Series 2008A Bonds which the Remarketing Agent has been unable to remarket within the time limits established in the Indenture;

(d) Drawing for the payment of the purchase price of the Series 2008A Bonds in connection with a mandatory purchase of the Series 2008A Bonds at the direction of the Credit Provider following the occurrence of an event of default under the Credit Agreement coupled with a direction to cease remarketing the Series 2008A Bonds without the prior consent of the Credit Provider; and

(e) Drawing for payment of the total unpaid principal of, and unpaid interest on, all of the Series 2008A Bonds which are currently outstanding upon (a) the stated maturity of all such Series 2008A Bonds, (b) the mandatory tender of all such Series 2008A Bonds (in connection with (i) a conversion of the Series 2008A Bonds to an interest rate mode that is not supported by the Credit Facility, (ii) a substitution of the Credit Facility with another Credit Facility, (iii) the expiration of the Credit Facility without replacement or (iv) the occurrence of an event of default under the Credit Agreement coupled with a direction to make a final drawing under the Credit Facility), and (c) the redemption of all such Series 2008A Bonds.

The Credit Facility shall terminate at the Credit Provider's San Francisco, California office on [_____, 20__] or, if such date is not a Business Day (as defined in the Credit Facility), then the first (1st) succeeding Business Day thereafter.

The Credit Agreement

[to be updated] The Credit Agreement, among other things, sets the terms and conditions whereby the County is required to repay to the Credit Provider any amounts drawn by the Trustee under the Credit Facility. The Credit Provider has certain rights and the County has certain obligations under the Credit Agreement. These rights of the Credit Provider do not extend to the owners of the Series 2008A Bonds. In addition, the County's compliance with its obligations under the Credit Agreement can be waived solely at the behest of the Credit Provider. The Credit Agreement provides for, among other things, repayment by the County of amounts drawn under the Credit Facility. Although certain aspects of the Credit Agreement are summarized herein, this summary does not purport to be complete or definitive and is qualified in its entirety by reference to the full terms of the Credit Agreement. The occurrence of any of the following events shall be an "Event of Default" under the Credit Agreement:

(a) The Corporation, the County and the Bond Insurer shall fail to pay when due (i) the amount of any drawing; (ii) the principal of or interest on any liquidity advance or term loan; or (iii) any other amount payable hereunder, and such default shall continue unremedied for five business days; or

(b) The County shall (i) default in the due performance or observance by it of any incorporated provision or certain terms, covenants or agreements for which no cure period has been granted; (ii) default in the due performance or observance by the County of any certain other terms,

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covenants or agreements, and such default shall continue unremedied for a period of five business days; or (iii) default in the due performance or observance by the County of any other term, covenant or agreement and such default shall continue unremedied for a period of thirty days after written notice to the County by the Credit Provider; or

(c) The Corporation shall (i) default in the due performance or observance by it of certain terms, covenants or agreements for which no cure period has been granted; or (ii) default in the due performance or observance by the Corporation of any other term, covenant or agreement and such default shall continue unremedied for a period of thirty days after written notice to the Corporation by the Credit Provider; or

(d) Any representation, warranty, certification or statement made or deemed made by the County or the Corporation in the Credit Agreement, any related document or in any certificate, financial statement or other document delivered pursuant to the Credit Agreement shall prove when made or deemed made, in the reasonable judgment of the Credit Provider, to have been inaccurate and misleading in any material respect; or

(e) The County shall (i) default in any payment of any debt or lease obligation payable from the County's general fund beyond the period of grace (not to exceed thirty days), if any, provided in the instrument or agreement under which such Debt or lease obligation was created, or (ii) default in the observance or performance of any agreement or condition relating to any debt or lease obligation payable from the County's general fund contained in any instrument or agreement evidencing, securing or relating thereto, or any other event shall occur or condition exist, the effect of which default or other event or condition is to cause, or to permit the holder or holders of any debt or lease obligation payable from the County's general fund (or a trustee or agent on behalf of such holder or holders) to cause, with the giving of notice if required, such debt or lease obligation payable from the County's general fund to become due prior to its stated maturity; or (iii) any debt or lease obligation payable from the County's general fund shall be declared to be due and payable, or required to be prepaid other than by a regularly scheduled required prepayment, prior to the stated maturity thereof other than as a result of the voluntary refunding thereof by the County; or

(f) The County or the Corporation shall commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of itself or any substantial part of its property, or shall consent to any such relief or to the appointment of or taking possession by any such official in an involuntary case or other proceeding commenced against it, or shall make a general assignment for the benefit of creditors, or shall fail generally, or in the reasonable judgment of the Credit Provider be unable, to pay its debts as they become due, or shall take any action to authorize any of the foregoing; or

(g) An involuntary case or other proceeding shall be commenced against the County or the Corporation seeking liquidation, reorganization or other relief with respect to it or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property and such case or proceeding is not controverted within thirty days and dismissed within sixty days; or an order for relief shall be entered against the County or the Corporation under the federal bankruptcy laws as now or hereafter in effect; or

(h) Any material provision of the Credit Agreement or any of the related documents shall cease to be valid and binding, or the County or the Corporation shall contest any such provision, or the County, the Corporation or any agent or trustee on behalf of the County or the Corporation shall deny that

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such entity has any or further liability under the Credit Agreement or any of the related documents to which such entity is a party; or

(i) A moratorium shall have been declared or announced by a governmental authority (whether or not in writing) with respect to any debt of the County payable from the County's general fund; or

(j) Dissolution or termination of the existence of the County or the Corporation; or

(k) One or more final, non-appealable judgments or orders for the payment of money in excess of $10,000,000 in the aggregate and for which insurance proceeds shall not be available shall be rendered against the County and such judgment(s) or order(s) shall not be stayed, bonded, vacated, discharged or satisfied for a period of ninety days; or

(l) Any of the funds or accounts established pursuant to the Indenture or any funds or accounts on deposit, or otherwise to the credit of, such funds or accounts shall become subject to any stay, writ, judgment, warrant of attachment, execution or similar process by any of the creditors of the County or the Corporation and such stay, writ, judgment, warrant of attachment, execution or similar process shall not be released, vacated or stayed within forty-five days after its issue or levy; or

(m) Any pledge or security interest created by the Credit Agreement or any related document to secure any amount due by the County under the Credit Agreement or with respect to the Series 2008A Bonds shall fail to be fully enforceable with the priority required hereunder or thereunder; or

(n) Any event which materially and adversely affects the financial condition of the County or the ability of the County to observe and perform its obligations under the Credit Agreement and the County related documents shall have occurred and be continuing; or

(o) (i) The withdrawal or suspension for credit-related reasons by any rating agency of a rating; or (ii) the downgrade by any rating agency of a Rating to a level below "BBB-" (or its equivalent) in the case of Fitch, "Baa3" (or its equivalent) in the case of Moody's or "BBB-" (or its equivalent) in the case of S&P; or

(p) There shall have been rendered a determination that interest on any of the Series 2008A Bonds is includable in the gross income of the Owners thereof for federal income tax purposes, as a result of the entry of any decree or judgment by a court of competent jurisdiction, or the taking of any official action by the Internal Revenue Service, whether or not such decree, judgment or action is appealable or deemed to be final under applicable procedural law, or delivery to the County, the Credit Provider and the Trustee of an opinion of nationally recognized bond counsel selected by the Credit Provider and reasonably acceptable to the County and the Trustee to the effect that the interest borne by the Series 2008A Bonds is includable in the gross income of the recipients thereof generally for federal income tax purposes; or

(q) An "event of default" (or similar event) shall have occurred under any of the related documents.

Upon the occurrence of an Event of Default hereunder the Credit Provider in its sole discretion, may do any, none or all of the following:

(a) Deliver a written notice to the Trustee requiring the Trustee to cause a mandatory purchase of all Outstanding Series 2008A Bonds pursuant to the Indenture and in connection therewith

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instructing the Trustee to submit a final drawing under the Credit Facility to pay the purchase price of such Bonds upon their mandatory purchase; or

(b) Deliver a written notice to (i) the Trustee and the Corporation requiring the Trustee and the Corporation to cause a mandatory purchase of all Outstanding Series 2008A Bonds pursuant to the Indenture and in connection therewith instructing the Trustee to submit a drawing under the Credit Facility to pay the purchase price of such Series 2008A Bonds upon their mandatory purchase and (ii) the Remarketing Agent to cease remarketing the Series 2008A Bonds following such mandatory purchase until instructed to do so by the Credit Provider; or

(c) The Credit Provider may by written notice to the Corporation and the County take any or all of the following actions, without prejudice to the rights of the Credit Provider to enforce its claims against the Corporation and the County (provided, that, if an Event of Default specified in clause (f) or (g) above shall occur, the result which would occur upon the giving of written notice by the Credit Provider to the Corporation and the County as specified in clauses (i) and (ii) below shall occur automatically without the giving of any such notice): (i) declare the commitment of the Credit Provider to make liquidity advances and term loans terminated, whereupon such commitment shall forthwith terminate immediately; and (ii) declare the principal of and any accrued interest in respect of all liquidity advances, term loans and all other obligations (other than the payment of the principal of and interest on Purchased Bonds) owing hereunder to be, whereupon the same shall become, forthwith due and payable without presentment, demand or protest of any kind, all of which are hereby waived by the County; or

(d) The Credit Provider may, but shall not be obligated to, take such action as may be necessary to cure such Event of Default on behalf of and for the account of the Corporation and the County; or

(e) Exercise any rights and remedies available to the Credit Provider at law, equity or under any Related Document.

Nothing contained in the remedies section of the Credit Agreement shall result in, or be construed to require, an acceleration of Base Rental payments under the Facilities Lease and nothing contained in the Credit Agreement is intended to abrogate abatement of Base Rental payments made in accordance with the terms of the Facilities Lease. Nothing contained in the remedies section of the Credit Agreement shall abrogate the obligation of the Credit Provider to honor drawings presented in accordance with the terms of the Credit Facility prior to the termination of the Credit Facility in accordance with its terms; provided further that so long as the Bond Insurance Policy remains effective, the Credit Provider shall not accelerate any payment thereunder without the written consent of the Bond Insurer.

It is understood that, upon the occurrence of an Event of Default, the Credit Provider may exercise its rights with respect to remedies available to it under the Indenture or any of the other related documents, all without limiting or restricting the Credit Provider's ability, at a later date, to exercise its rights with respect to any remaining revenues for payment of any remaining indebtedness of the County to the Credit Provider; provided that so long as the Bond Insurance Policy remains in effect the Credit Provider has agreed in the Credit Agreement that it shall take no action under the Indenture or any other related document (other than the Credit Agreement) without the prior written consent of the Bond Insurer. It is understood that the Bond Insurer is only obligated under the Bond Insurance Policy to pay regularly scheduled principal and interest on the Series 2008A Bonds and any Bank Bonds, regardless of the occurrence of an Event of Default. Payments made in respect of Bank Bonds by the Bond Insurer shall be credited to interest and principal due on the Bank Bonds as if such payments were made by the Corporation, or the County on behalf of the Corporation, but such payment by the Bond Insurer shall not extinguish the obligation of the Corporation or the County to reimburse the Bond Insurer therefor.

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BOND INSURANCE

The following information concerning the Bond Insurer and the Bond Insurance Policy has been provided by representatives of the Bond Insurer and has not been independently confirmed or verified by the Remarketing Agent, the County or the Corporation. No representation is made herein as to the accuracy or adequacy of such information or as to the absence of material adverse changes in such information subsequent to the date hereof, or that the information given below or incorporated herein by reference is correct as of any time subsequent to its date. The following information is not complete and reference is made to APPENDIX G for a copy of the financial guaranty insurance policy of Assured Guaranty Corp.

The Insurance Policy

At the time of issuance of the Series 2008A Bonds, the Bond Insurer issued the Bond Insurance Policy for the Series 2008A Bonds. The Bond Insurance Policy guarantees the scheduled payment of principal of and interest on the Series 2008A Bonds when due as set forth in the form of the Bond Insurance Policy included in APPENDIX G to this Remarketing Memorandum.

The Bond Insurance Policy is not covered by any insurance security or guaranty fund established under New York, California, Connecticut or Florida insurance law.

The Insurance Policy Cancellation Agreement

[to be updated as needed]As a condition to the issuance of the Credit Facility, the County, the Corporation, the Trustee, the Credit Provider and the Bond Insurer have entered into an Insurance Policy Cancellation Agreement, dated as of December 1, 2013 (the "Bond Insurance Cancellation Agreement"). Pursuant to the Bond Insurance Cancellation Agreement, under certain circumstances including a default by the Bond Insurer or a Bond Insurer Downgrade Event, the Credit Provider can direct, or the Bond Insurer may require, the cancellation of the Bond Insurance Policy (which will also cancel the Swap Insurance Policy). A Bond Insurer Downgrade Event means the financial strength or claims-paying rating of the Bond Insurer shall be (i) reduced below "A3" (or its equivalent) or suspended or withdrawn by Moody's Investors Service and (ii) reduced below "A-" (or its equivalent) or suspended or withdrawn by Standard & Poor's Rating Services. In the event of such cancellation, the Series 2008A Bonds will be subject to mandatory tender for purchase at a purchase price equal to the principal amount thereof, plus accrued interest, if any.

The Bond Insurer

[to come from insurer]

Miscellaneous Matters. The Bond Insurer or one of its affiliates may purchase a portion of the Series 2008A Bonds or any uninsured bonds offered under this Remarketing Memorandum and such purchases may constitute a significant proportion of the Series 2008A Bonds offered. The Bond Insurer or such affiliate may hold such Bonds or uninsured bonds for investment or may sell or otherwise dispose of such Bonds or uninsured bonds at any time or from time to time.

The Bond Insurer makes no representation regarding the Series 2008A Bonds or the advisability of investing in the Series 2008A Bonds. In addition, the Bond Insurer has not independently verified, makes no representation regarding, and does not accept any responsibility for the accuracy or completeness of this Remarketing Memorandum or any information or disclosure contained herein, or

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omitted herefrom, other than with respect to the accuracy of the information regarding the Bond Insurer supplied by the Bond Insurer and presented under the heading "BOND INSURANCE".

BONDHOLDERS' RISKS

The following is a discussion of certain risks that could affect payments to be made with respect to the Series 2008A Bonds. Such discussion is not, and is not intended to be, exhaustive and should be read in conjunction with all other parts of this Remarketing Memorandum and should not be considered as a complete description of all risks that could affect such payments. Prospective purchasers of the Series 2008A Bonds should analyze carefully the information contained in this Remarketing Memorandum, including the Appendices hereto.

General Considerations – Security for the Bonds

The Series 2008A Bonds are special obligations of the Corporation payable from and secured by a pledge of the Revenues derived by the Corporation, payable solely from Revenues and other funds pledged under the Indenture. Revenues consist primarily of Base Rental Payments to be made by the County under the Facilities Lease.If, for any reason, the Revenues collected under the Indenture are insufficient to pay debt service on the Series 2008A Bonds, neither the Corporation nor the County will be obligated to use any of their fudns, other than amounts available under the Indenture, to pay debt service on the Bonds.

Neither the faith and credit nor the taxing power of the County or any public agency is pledged to the payment of the principal, premium, if any, or interest on the Series 2008A Bonds. The Corporation has no taxing power.

The obligation of the County to make the Base Rental payments does not constitute a debt of the County or the State or of any political subdivision thereof within the meaning of any constitutional or statutory debt limit or restriction, and does not constitute an obligation for which the County or the State is obligated to levy or pledge any form of taxation or for which the County or the State has levied or pledged any form of taxation.

Although the Facilities Lease does not create a pledge, lien or encumbrance upon the funds of the County, the County is obligated under the Facilities Lease to pay the Base Rental payments and Additional Rental payments from any source of legally available funds, and the County has covenanted in the Facilities Lease that it will take such action as may be necessary to include all rental payments in its annual budget and to make necessary annual appropriations therefor, subject to abatement.

Under the terms of the Indenture, the County, the Corporation and the Trustee may by execution of a Supplemental Indenture, without the consent of the Owners, provide for the execution and delivery of Additional Bonds representing additional Base Rental; and the Trustee may execute and deliver such Additional Bonds subject to satisfying certain conditions set forth in the Indenture. See APPENDIX D—"SUMMARY OF THE PRINCIPAL LEGAL DOCUMENTS—THE INDENTURE."

The County is currently liable and may become liable on other obligations payable from general revenues. Further, the County has the capacity to enter into other obligations which may constitute additional charges against its revenues. To the extent that additional obligations are incurred by the County, the funds available to make Base Rental payments may be decreased. In the event the County's revenue sources are less than its total obligations, the County could choose to fund other activities before making Base Rental payments and other payments due under the Facilities Lease. The same result could occur if, because of California Constitutional limits on expenditures, the County is not permitted to

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appropriate and spend all of its available revenues. However, the County's appropriations have never exceeded the limitation on appropriations under Article XIIIB of the California Constitution. See "CONSTITUTIONAL AND STATUTORY LIMITATIONS ON TAXES AND APPROPRIATIONS — Article XIIIB of the State Constitution."

Expiration of the Credit Facility

The Credit Facility expires on [_____, 20__] (the "Stated Expiration Date"), subject to extension or earlier termination in certain circumstances as described therein. If the Credit Facility is not extended or an Alternate Credit Facility is not obtained by the County, the Series 2008A Bonds will be subject to mandatory tender. There can be no assurance that the Corporation will be able to obtain an extension of the Credit Facility or an Alternate Credit Facility. The Credit Provider is under no obligation to extend the Credit Facility beyond the scheduled expiration thereof. See "THE SERIES 2008A BONDS—Optional and Mandatory Purchase" and "THE CREDIT FACILITY AND THE CREDIT AGREEMENT—The Credit Facility" herein. The Stated Expiration Date for the Credit Facility should not adversely affect any Registered Owners during any Interest Period that does not extend beyond the Stated Expiration Date.

Credit Provider's and Bond Insurer's Obligations Unsecured

The ability of the Credit Provider to honor draws upon the Credit Facility is based solely upon the Credit Provider's general credit and is not collateralized or otherwise guaranteed by the United States of America or any agency or instrumentality thereof. The ability of the Bond Insurer to make payments under the Bond Insurance Policy is based solely upon the Bond Insurer's general credit and is not collateralized or otherwise guaranteed by the United States of America or any agency or instrumentality thereof. No provision has been made for replacement of or substitution for the Credit Facility or the Bond Insurance Policy in the event of any deterioration in the financial condition of the Credit Provider or the Bond Insurer, respectively. None of the County, the Corporation, the Credit Provider or the Bond Insurer assumes any liability to any purchaser of the Series 2008A Bonds as result of any deterioration of the financial condition of the Credit Provider or the Bond Insurer. Upon any insolvency of the Credit Provider or the Bond Insurer, any claim by the Trustee against the Credit Provider or the Bond Insurer, respectively, would be subject to bank receivership proceedings.

General Factors Affecting the Credit Provider

The Credit Provider is subject to regulation and supervision by various regulatory bodies. New regulations could impose restrictions upon the Credit Provider which would restrict its ability to respond to competitive pressures. Various legislative or regulatory changes could dramatically impact the banking industry as a whole and the Credit Provider specifically. The banking industry is highly competitive in many of the markets in which the Credit Provider operates. Such competition directly impacts the financial performance of the Credit Provider. Any significant increase in such competition could adversely impact the Credit Provider.

Prospective purchasers of the Series 2008A Bonds should evaluate the financial strength of the Credit Provider based upon the information contained in and referred to under the caption "THE CREDIT PROVIDER" and other information available upon request from the Credit Provider and should not rely upon any governmental supervision by any regulatory entity.

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Limitation on Enforcement of Remedies

Enforcement of the remedies under the Indenture and the Credit Facility may be limited or restricted by laws relating to bankruptcy and insolvency, and rights of creditors under application of general principles of equity, and may be substantially delayed in the event of litigation or statutory remedy procedures. All legal opinions delivered in connection with the Series 2008A Bonds relating to the enforceability of the Indenture and the Credit Facility will contain an enforceability exception relating to the limitations which may be imposed by bankruptcy and insolvency laws, and the rights of creditors under general principles of equity. See "—Bankruptcy."

Abatement

Except to the extent of (a) amounts held by the Trustee in the Bond Fund or the Debt Service Reserve Fund; (b) amounts received in respect of rental interruption insurance or title insurance; and (c) amounts, if any, otherwise legally available to the Trustee for payments in respect of the Series 2008A Bonds, Base Rental payments due under the Facilities Lease with respect to any Leased Premises or portion thereof shall be abated during any period in which, by reason of material damage, destruction, theft, condemnation or defects in title to such Leased Premises or portion thereof, there is substantial interference with the use or right of possession by the County of such Leased Premises or portion thereof. The amount of abatement shall be such that the resulting Base Rental and Additional Rental do not exceed fair rental value for the use and possession of such Leased Premises and the remaining portions of the Leased Premises as to which the County has beneficial use and occupancy and as to which such damage, destruction, theft, condemnation or title defects do not substantially interfere with the use and right of possession by the County, provided that when determining the fair rental value of the remaining portion of the Leased Premises such determination shall be made based on the greater of the fair rental value of such portion of the Leased Premises at that time or the fair rental value such portion of the Leased Premises would have had on the Closing Date. The Trustee may require a certificate from an appropriate representative of the County to the effect that the resulting total rental does not exceed such fair rental value as elaborated in the preceding sentence. Such abatement shall continue for the period commencing with the date of such substantial interference due to damage, destruction, theft, condemnation or title defects and ending with the restoration of such Leased Premises to tenantable condition.

In the event that casualty insurance proceeds are unavailable because there is no coverage for the hazard or such proceeds are insufficient in amount to provide for complete repair or reconstruction or replacement of the Leased Premises, or in the event the Leased Premises is not repaired or replaced during the period of time that proceeds of the County's rental interruption insurance may be available in lieu of Base Rental payments (a period of approximately 24 months) and the period for which funds are available from the Reserve Fund, the Base Rental payments may be insufficient to cover payment to Owners of Bonds. See APPENDIX D—"SUMMARY OF THE PRINCIPAL LEGAL DOCUMENTS—THE FACILITIES LEASE."

Economy of the County and the State

The level of tax revenues collected at any time is dependent upon the level of retail sales and real property values within the County, which levels are dependent, in turn, upon the level of economic activity in the County and the State generally. [Several years ago, the County experienced a severe slowdown as evidenced by an increased unemployment rate, a slowdown in total personal income and taxable sales, a drop on residential building permits, a decline in the rate of home sales and the median price of single-family homes and condominiums and an increase in notices of default on mortgage loans secured by homes and condominiums. The economy of the County has since improved.] However, a

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deterioration in the level of economic activity within the County, the State or the nation could have a material adverse impact upon the level of tax revenues and therefore upon the ability of the County to make debt service payments on the Series 2008A Bonds. For information relating to the current economic condition of the County, see APPENDIX A–"INFORMATION REGARDING THE COUNTY OF RIVERSIDE."

Seismic Events; Force Majeure

The areas in and surrounding the Leased Premises, like those in much of California, are subject to unpredictable seismic activity; however, the County is not aware of the Property having sustained material damage from earthquakes since its construction was completed.

Further, the County is under no obligation under the Lease to procure and maintain, or cause to be procured and maintained, earthquake insurance on the Property. There can be no assurance that earthquake insurance on the Property, if any, will be maintained by the County. If there is no earthquake insurance on the Property, but the Property is damaged in an earthquake, the Lease Payments would be subject to abatement. See "– Abatement."

The County's use and possession of the Leased Premises may also be at risk from other events of force majeure, such as damaging storms, floods and fires, among other events; however, the Property is not located in mapped flood or fire hazard zone. The County cannot predict what force majeure events may occur in the future.

Further, the occurrence of a major earthquake, wildfire, flooding or other natural disaster within the County could impact the economy of the County and the County's ability to make Base Rental and Additional Rental payments.

In addition to seismic risk, the County is exposed to a variety of wildfire hazard conditions ranging from low levels of risk along the eastern portions of the County, which is primarily desert and sparsely populated to higher hazards in the western portion of the County, which is more urban and densely populated. Fire hazard severity is a function of fuel conditions, historic climate, and topography. Population density or the number of structures in a particular region are not currently used to determine the fire hazard severity for a particular region. Areas throughout the County have been designated mainly as having a "Very High Hazard" and "High Hazard." The fact that an area is in a Moderate Hazard designation does not mean it cannot experience a damaging fire; it means only that the probability is reduced, generally because the number of days a year that the area has "fire weather" is less.

The State, particularly Southern California, is periodically subject to wildfires. When wildfires scorch thousands of acres in Southern California, they destroy all vegetation on mountains and hillsides. As a result, when heavy rain falls in the winter, there is nothing to stop the rain from penetrating directly into the soil. In addition, waxy compounds in plants and soil that are released during fires create a natural barrier in the soil that prevents rain water from seeping deep into the ground. The result is erosion, mudslides, and excess water running off the hillsides often causing flash flooding.

Flood zones are identified by the Federal Emergency Management Agency ("FEMA"). FEMA designates land located in a low- to moderate-risk flood zone (*i.e.* not in a floodplain) as being within a Non-Special Flood Hazard Area (a "NSFHA"). A NSFHA is an area that is in a low- to moderate-risk flood zone (*i.e.* not in a floodplain) and has less than a 1% chance of flooding each year. While the County is located within a NSFHA, severe, concentrated rainfall could result in localized flooding and river overflows. The County can make no representation that future maps will not be revised to include the County within an area deemed subject to flooding.

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Risk of Uninsured Loss

The County covenants under the Facilities Lease to cause to be maintained certain insurance policies on the Leased Premises. These insurance policies do not cover all types of risk. For instance, the County does not covenant to maintain earthquake insurance if such insurance is not available at reasonable cost from reputable insurance carriers. The County may self-insure in certain circumstances. Moreover, the insurance maintained by the County may provide for deductible amounts. The Leased Premises could be damaged or destroyed due to earthquake or other casualty for which the Leased Premises are uninsured. Under these circumstances an abatement of Base Rental could occur and could continue indefinitely. See "—Abatement." There can be no assurance that the providers of the County's liability and rental interruption insurance will in all events be able or willing to make payments under the respective policies for such loss should a claim be made under such policies. Further, there can be no assurances that amounts received as proceeds from insurance or from condemnation of the Leased Premises will be sufficient to prepay the Series 2008A Bonds.

Default and Limitations on Remedies

In the event of a default, there is no remedy of acceleration of the Base Rental payments due over the term of the Facilities Lease. The County will only be liable for Base Rental payments on an annual basis, and the Trustee would be required to seek a separate judgment each year for that year's Base Rental payments. See APPENDIX D—"SUMMARY OF THE PRINCIPAL LEGAL DOCUMENTS—THE FACILITIES LEASE."

The remedies provided for in the Facilities Lease include, in addition to all other remedies provided at law, (a) terminating the Facilities Lease and reletting the Leased Premises, and (b) retaining the Facilities Lease and holding the County liable for each installment of Base Rental payments as it becomes due.

The enforcement of any remedies provided in the Facilities Lease and Indenture may be limited by law (including limitations on a lessor's rights under real property leases and limitations on the rights of real property secured creditors) or could prove both expensive and time consuming. Although the Facilities Lease provides that if the County defaults the Trustee may re-enter the Leased Premises and re-let them, the Leased Premises may not be easily recoverable and, even if recovered, could be of little value to others because of their specialized nature, regulatory restrictions, limitations related to maintaining tax-exempt status of interest with respect to the Series 2008A Bonds or other legal limitations as to the persons by whom and the circumstances under which the Leased Premises can be used. Moreover, due to the essential governmental nature and use of the Leased Premises, it is not certain whether a court would permit the exercise of a remedy removing the County from them.

The Leased Premises may be substituted as more fully described in APPENDIX D—"SUMMARY OF THE PRINCIPAL LEGAL DOCUMENTS—THE FACILITIES LEASE."

Limitation on Sources of Revenues

There are limitations on the ability of the County to increase revenues payable to the County General Fund. The ability of the County to increase the ad valorem property taxes (which has historically been a primary source of revenues for counties in the State) is limited pursuant to Article XIII A of the State Constitution, which was enacted in 1978. State voters in 1986 approved an initiative statute which attempts to limit the imposition of new or higher taxes by local agencies, including the County. In addition on November 5, 1996 the voters of the State approved Proposition 218, which further affects the ability of local agencies to levy and collect existing and future taxes, assessments, fees and charges. See

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"CONSTITUTIONAL AND STATUTORY LIMITATIONS ON TAXES, REVENUES AND APPROPRIATIONS."

In addition to limitations on the ability of the County to raise revenues, State and federally mandated expenditures for justice, health and welfare have increased. The annual increase in mandated expenditures has exceeded the annual increase in County revenues. In the event the County's revenue sources are less than its total obligations, the County could choose, or be required by federal or State law, to fund other municipal services before Base Rental payments.

Substitution of Property

The Corporation and the County may amend the Facilities Lease to substitute alternate real property for the Leased Premises upon compliance with all of the conditions set forth in the Lease Agreement. After a substitution, the Leased Premises for which the substitution has been effected will be released from the leasehold encumbrance of the Facilities Lease. Although the Facilities Lease requires, among other things, that the Leased Premises, as constituted after such substitution, have a minimum fair rental value at least equal to the annual Base Rental payable by the County under the Facilities Lease, it does not require that such substituted Leased Premises have an annual fair rental value equal to the annual fair rental value of the Leased Premises at the time of substitution or release. Thus, the Leased Premises could be replaced with less valuable real property. Such a replacement could have an adverse impact on the security for the Series 2008A Bonds, particularly if an event requiring abatement of Base Rental were to occur subsequent to such substitution or release. See APPENDIX D—"SUMMARY OF THE PRINCIPAL LEGAL DOCUMENTS—THE FACILITIES LEASE—Substitution of Leased Premises."

Hazardous Substances

An additional environmental condition that may result in the reduction in the assessed value of property, and therefor property tax revenue available to make Base Rental payments, would be the discovery of a hazardous substance that would limit the beneficial use of taxable property within the County. In general, the owners and operators of a property may be required by law to remedy conditions of the property relating to releases or threatened releases of hazardous substances. The owner or operator may be required to remedy a hazardous substance condition of property whether or not the owner or operator has anything to do with creating or handling the hazardous substance. The effect, therefore, should any of the property within the County be affected by a hazardous substance, could be to reduce the marketability and value of the property by the costs of remedying the condition. The County is not aware of any hazardous substances located on the Property. **[any particular concerns regarding Leased Premises?]**

State's Greenhouse Gas Regulation Could Affect County's General Fund

The Governor of the State signed Assembly Bill 32, the Global Warming Solutions Act of 2006 ("AB 32"), into law on September 27, 2006. AB 32 established a comprehensive program of regulatory and market mechanisms to achieve reductions in greenhouse gas emissions, including a 2020 greenhouse emissions reduction goal. The rules established by AB 32 became effective on January 1, 2012.

Manufacturing is a significant industry within the County (see APPENDIX A—"INFORMATION ABOUT THE COUNTY OF RIVERSIDE—Demographic and Economic Information—Industry and Employment"). AB 32 could have an adverse impact on that industry, resulting in a strain on the County's General Fund.

The State could enact additional laws having an adverse effect on the County's economy.

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Drought Conditions

California is currently in the midst of the worst drought in its recorded history. On January 17, 2014, Governor Brown declared a drought in the State and requested a 20% reduction in water use statewide. The drought, over time, could reduce economic development within the County and adversely affect businesses located within the County, including agriculture.

Bankruptcy

The rights and obligations of the County and the Authority under the Series 2008A Bonds, the Facilities Lease, the Site Lease, the Indenture and the Tax Certificate and their enforceability may be subject to bankruptcy, insolvency, receivership, reorganization, arrangement, fraudulent conveyance, moratorium and other laws relating to or affecting creditors' rights, to the application of equitable principles, to the exercise of judicial discretion in appropriate cases and to the limitations on legal remedies against joint powers authorities and counties in the State of California.

The County is a unit of State government and therefore is not subject to the involuntary procedures of the United States Bankruptcy Code (the "Bankruptcy Code"). However, pursuant to Chapter 9 of the Bankruptcy Code, the County may seek voluntary protection from its creditors for purposes of adjusting its debts. In the event the County was to become a debtor under the Bankruptcy Code, the County would be entitled to all of the protective provisions of the Bankruptcy Code as applicable in a Chapter 9 proceeding, and an owner of a Series 2008A Bond would be treated as a creditor in a municipal bankruptcy. Among the adverse effects of such a bankruptcy might be: (a) the application of the automatic stay provisions of the Bankruptcy Code, which, until relief is granted, would prevent collection of payments from the County or the commencement of any judicial or other action for the purpose of recovering or collecting a claim against the County; (b) the avoidance of preferential transfers occurring during the relevant period prior to the filing of a bankruptcy petition; (c) the occurrence of unsecured or court-approved secured debt which may have a priority of payment superior to that of Owners of Series 2008A Bonds; and (d) the possibility of the adoption of a plan for the adjustment of the County's debt without the consent of all of the owners of Series 2008A Bonds, which plan may restructure, delay, compromise or reduce the amount of the claim of the Owners if the Bankruptcy Court finds that such a plan is fair and equitable. In addition, the Bankruptcy Code might invalidate any provision of the Facilities Lease or the Series 2008A Bonds that makes the bankruptcy or insolvency of the County an event of default.

A bankruptcy filing by the County could thus limit remedies under the Facilities Lease. Among other things, a debtor in bankruptcy may choose to assume or reject executory contracts and leases, such as the Facilities Lease. In the event of rejection of a lease by a debtor lessee, the leased property is returned to the lessor and the lessor has a claim for a limited amount of the resulting damages, as discussed in more detail below (see *Treatment of the Facilities Lease as a True Lease*).

Under the Indenture, the Trustee holds a security interest in the Revenues, including Base Rental Payments, for the benefit of the Owners of the Series 2008A Bonds, but such security interest arises only when the Base Rental Payments are actually received by the Trustee following payment by the County. The Leased Premises itself is not subject to a security interest, mortgage or any other lien in favor of the Trustee for the benefit of Owners. In the event of a County bankruptcy and a subsequent rejection of the Facilities Lease by the County, the Authority would recover possession of the Leased Premises and the Trustee, as assignee of the Authority, would have a claim for damages against the County. The Trustee's claim would constitute a secured claim only to the extent of Revenues in the possession of the Trustee; the balance of such claim would be unsecured.

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In this connection, were the County to file a bankruptcy petition, the bankruptcy court may be called upon to determine the nature of the transactions underlying the issuance of the Series 2008A Bonds. Specifically, the bankruptcy court may be called upon to determine whether the Facilities Lease is either (1) an unexpired lease or executory contract (defined below) under Section 365 ("Section 365") of the Bankruptcy Code (a "True Lease") or (2) a loan or other financing arrangement (a "Financing Arrangement"). The Bankruptcy Code specifies different consequences for True Leases and Financing Arrangements.

Treatment of the Facilities Lease as a True Lease. Section 365 requires an entity in bankruptcy to make considered decisions either to keep ("assume") or jettison ("reject") its "executory" contracts (that are as yet incomplete as to both parties' performances), and its leases. Section 365 thus requires that a bankruptcy debtor lessee under a True Lease must either (1) assume the lease or executory contract in question and fully perform all of its obligations or (2) reject such lease or executory contract and surrender the property. If a bankruptcy court determined in a County bankruptcy case that the Facilities Lease is a True Lease or executory contract, the County would then have these two options.

An assuming of the Facilities Lease would require that the County cure all monetary defaults (including any unpaid rental payments in the amounts of the principal of and interest and premium, if any, on the Series 2008A Bonds) and most non-monetary defaults, if any. The County would also have to provide adequate assurance that defaults would not occur in the future.

Any rejection of the Facilities Lease could result in a claim for damages against the County in connection with the Series 2008A Bonds that would rank as a general unsecured debt of the County. In the event of such rejection of the Facilities Lease, the amount of any corresponding claim would likely be limited by the cap on landlord claims provided in the Bankruptcy Code, i.e., to the rent payable under the Facilities Lease (without acceleration) for the greater of one year or 15% of the remaining term of the Facilities Lease, but not to exceed three years, following the earlier of (a) the date the bankruptcy petition was filed, and (b) the date on which the Authority repossessed or the County surrendered the leased property, plus any unpaid rentals under the Facilities Lease (without acceleration) on the earlier of such dates. Thus, if the Facilities Lease is treated as a True Lease under Section 365 and rejected in a County bankruptcy, the damage claim could be severely limited, resulting in reduced funds available to pay the Series 2008A Bonds.

In certain bankruptcy cases involving bond issuances, including in the recent case filed by the City of Stockton, issuers have proposed to treat transactions with features similar to the Facilities Lease as True Leases. This is because treating a relationship as a True Lease, and then rejecting the lease(s), may provide a significant reduction in the financial outlay by the issuer because of the above-mentioned statutory cap on landlord claims, and thus an easier path to confirmation of the issuer's plan of adjustment at the conclusion of the Chapter 9 case. This latter alternative may be particularly attractive to an insolvent issuer where the real property in question is not a public property that is central to government operations.

In the City of Stockton case, Stockton took this approach. In one of its bond issuances, involving certain non-essential municipal property (a park and two golf courses), Stockton had executed a Site and Facility Lease (the "Park/Golf Courses Lease") and a separate lease back agreement (the "Lease Back Agreement") with the Stockton Public Financing Authority, providing, respectively, for a lease of the park and golf courses to the latter Authority and a lease back to Stockton (collectively with other relevant agreements, the "Bond Agreements"). Stockton proposed in its Chapter 9 plan of adjustment (the "Plan") to treat the Park/Golf Courses Lease as a true lease of nonresidential real property, capable of rejection under Section 365, and to subject the resultant claims by the bond trustee and bondholder (the "Bond

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Parties") to the significant damage claim limitations of section 502(b)(6) of the Bankruptcy Code as "landlord" claims.

In response to Stockton's proposed Plan, the Bond Parties brought an action in the bankruptcy court against Stockton for a determination that (a) the Site and Facility Lease be treated as other than a true lease and (b) the entire transaction memorialized in the Bond Agreements be recharacterized as a financing and not as a true leasing structure. Ultimately, Stockton did not have the time to litigate this dispute, given the compelling need to exit bankruptcy. Stockton thus moved to dispense with the major issues in the action, by requesting the bankruptcy court to enter a limited judgment in favor of the Bond Parties, thereby conceding to the Bond Parties on their recharacterization claims that the Park/Golf Courses Lease and Lease Back Agreement were not true leases and were in economic substance a secured financing transaction. However, Stockton did not admit that entire transaction represented by the Bond Agreements was a disguised financing. The bankruptcy court later valued the property subject to the Park/Golf Courses Lease and allowed the Bond Parties a secured claim in that amount, with the balance accorded unsecured treatment.

Recharacterization of the Facilities Lease as a Financing Arrangement. In addition to the Stockton case there are other court decisions, arising out of bankruptcy proceedings, that have fully found certain relationships to be disguised Financing Arrangements where a government agency received a property interest through a lease from an entity and then leased that interest back, and where the terms of the lease relate not to the market value of the property leased but to bond financing, e.g., the lease back is in exchange for payments equaling bond debt service and related costs and/or the period of the lease is tied to the final payment on the bonds. There can be no guarantee that a bankruptcy court in a County bankruptcy would not similarly recharacterize the Facilities Lease as a Financing Arrangement. If a bankruptcy court did so, the payment obligations of the County might be substantially reduced in the event of its bankruptcy because of the power under the Bankruptcy Code to adjust secured claims to the value of their collateral.

A borrower in a bankruptcy proceeding that has given a security interest in property in connection with a Financing Arrangement may retain such property, provided that it make payments over time giving the lender the economic value of the security interest. If such economic value is less than the balance due on the debt in the Financing Arrangement, the difference is then treated as an unsecured debt. In a County bankruptcy case, were the Facilities Lease determined to be part of a Financing Arrangement, the County would very likely be permitted to remain in possession of the Leased Property if it made payments for that right, but the amount required to be paid is primarily dependent upon the value of the Trustee's security interest, not the payment terms of the Facilities Lease.

Given that the Leased Property itself is not subject to a security interest, mortgage or any other lien in favor of the Trustee for the benefit of Owners of the Series 2008A Bonds, the Trustee's claim in a bankruptcy of the County would likely constitute a secured claim only to the extent of Revenues in the possession of the Trustee; the balance of such claim would be unsecured. Therefore, in the event of a recharacterization of the Facilities Lease as a Financing Arrangement in a Chapter 9 case of the County, there is a risk that payment will be delayed, or reduced from the amounts specified in the Facilities Lease.

Pension Issues in Bankruptcy. In a bankruptcy of the County, if a material unpaid liability is owed to the California Public Employees' Retirement System ("CalPERS") or any other pension system (collectively the "Pension Systems") on the filing date, or accrues thereafter, such circumstances could create additional uncertainty as to the County's ability to make Base Rental Payments or other Lease Payments if the Facilities Lease is rejected. Given that municipal pension systems in California are usually administered pursuant to state constitutional provisions and, as applicable, other state, county and/or city law, the Pension Systems may take the position, among other possible arguments, that their

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claims enjoy a higher priority than all other claims, that Pension Systems have the right to enforce payment by injunction or other proceedings outside of a County bankruptcy case, and that Pension System claims cannot be the subject of adjustment or other impairment under the Bankruptcy Code because that would purportedly constitute a violation of state statutory, constitutional and/or municipal law. It is uncertain how a bankruptcy judge in a County bankruptcy would rule on these matters. In addition, this area of law is presently very unsettled because issues of pension underfunding claim priority, pension contribution enforcement, and related bankruptcy plan treatment of such claims (among other pension-related matters) has been or presently is the subject of litigation in the Chapter 9 cases of several California municipalities, including Stockton and San Bernardino.

Change in Law

No assurance can be given that the State electorate will not at some future time adopt initiatives, or that the State Legislature will not enact legislation that will amend the laws of the State, in a manner that could result in a reduction of the County's revenues and, therefore, a reduction of the funds legally available to the County to make Base Rental payments. See, for example, "CONSTITUTIONAL AND STATUTORY LIMITATIONS ON TAXES AND APPROPRIATIONS — Article XIIIC and Article XIIID of the State Constitution."

State Law Limitations on Appropriations

Article XIIIB of the California Constitution limits the amount that local governments can appropriate annually. The ability of the County to make Lease Payments may be affected if the County should exceed its appropriations limit. The State may increase the appropriation limit of its cities by decreasing its own appropriation limit. The County does not anticipate exceeding its appropriations limit. See "CONSTITUTIONAL AND STATUTORY LIMITATIONS ON TAXES AND APPROPRIATIONS — Article XIIIB of the State Constitution."

IRS Audit of Tax-Exempt Bond Issues

The Internal Revenue Service has initiated an expanded program for the auditing of tax-exempt bond issues, including both random and targeted audits. It is possible that the Tax-Exempt Bonds will be selected for audit by the Internal Revenue Service. It is also possible that the market value of the Tax-Exempt Bonds might be affected as a result of such an audit of the Tax-Exempt Bonds (or by an audit of similar municipal obligations).

Secondary Market for Bonds

There can be no guarantee that there will be a secondary market for the Bonds or, if a secondary market exists, that any Bonds can be sold for any particular price. Occasionally, because of general market conditions or because of adverse history or economic prospects connected with a particular issue, secondary marketing practices in connection with a particular issue are suspended or terminated. Additionally, prices of issues for which a market is being made will depend upon then-prevailing circumstances. Such prices could be substantially different from the original purchase price.

SWAP AGREEMENT

The Indenture provides that the Corporation may enter into a Qualified Swap which is payable on a pro rata basis and whose regularly scheduled payments are secured by a parity lien on Revenues with the Series 2008A Bonds. Any termination payments on the Swap are subordinate to the payment of debt service on the Series 2008A Bonds.

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[to be updated as needed] The Corporation has entered into a interest rate swap agreement (the "Swap Agreement") in order to hedge the Corporation's obligations with respect to the payment of interest on the Series 2008A Bonds. The Swap Agreement was novated in January 2012 to substitute Wells Fargo Bank, N.A. as the counterparty (the "Swap Counterparty"). In general, the Swap Agreement provides, subject to the terms thereof, that the Corporation will make payments to Swap Counterparty calculated on the basis of a fixed rate and Swap Counterparty will make payments to the Corporation calculated on the basis of a floating rate based on a percentage of the London Interbank Offered Rate (LIBOR), based on a notional amount equal to $76,300,000.

Under certain circumstances, the Swap Agreement is subject to termination prior to its scheduled termination date and prior to the maturity of the Series 2008A Bonds. In the event of an early termination of the Swap Agreement, there can be no assurance that (i) the Corporation will receive any termination payment payable to it by the Swap Counterparty, (ii) the Corporation will have sufficient amounts to pay a termination payment payable by it to the Swap Counterparty, and (iii) the Corporation will be able to obtain a replacement swap agreement with comparable terms. Payment due upon early termination may be substantial.

The agreement by the Swap Counterparty to pay certain amounts to Corporation pursuant to the Swap Agreement does not alter or affect the Corporation's obligation to pay the principal of, interest on, and redemption price of, any of the Series 2008A Bonds. The Swap Counterparty has no obligation to make any payments with respect to the principal of, interest on, or redemption price of, the Series 2008A Bonds. Neither the holders of the Series 2008A Bonds nor any other person shall have any rights under the Swap Agreement or against the Swap Counterparty. The Corporation's obligation under the Swap Agreement to make periodic fixed rate payments to the Swap Counterparty will be on a parity with the Corporation's obligation to pay principal of and interest on the Series 2008A Bonds. Payments from the Swap Counterparty under the Swap Agreement have been assigned by the Corporation to the County and are not pledged to the payment of the Series 2008A Bonds.

Certain of the Corporation's payment obligations pursuant to the Swap Agreement are insured by Assured Guaranty Corp.

See also APPENDIX A—"INFORMATION REGARDING THE COUNTY OF RIVERSIDE—FINANCIAL INFORMATION—Interest Rate Swap Agreeements."

THE COUNTY

The County was organized in 1893 from territory in San Bernardino and San Diego Counties and encompasses 7,177 square miles. The County is bordered on the north by San Bernardino County, on the east by the State of Arizona, on the south by San Diego and Imperial Counties and on the west by Orange and San Bernardino Counties. The County is the fourth largest county (by area) in the state and stretches 185 miles from the Arizona border to within 20 miles of the Pacific Ocean. There are 28 incorporated cities in the County. According to the State Department of Finance, Demographic Research Unit, the County's population was estimated at 2,347,828 as of January 1, 2016, reflecting a 1.3% increase over January 1, 2015.

The County is a general law county divided into five supervisorial districts on the basis of registered voters and population. The County is governed by a five member Board of Supervisors (the "Board"), elected by district to serve staggered four year terms. The Chair of the Board is elected annually by the Board members. The County administration includes appointed and elected officials, boards, commissions and committees which assist the Board of Supervisors.

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The County provides a wide range of services to residents, including police and fire protection, medical and health services, education, library services, judicial institutions and public assistance programs. Some municipal services are provided by the County on a contract basis to incorporated cities within its boundaries. These services are designed to allow cities to contract for municipal services such as police and fire protection without incurring the cost of creating city departments and facilities. Services are provided to the cities at cost by the County.

Three distinct geographical areas characterize the County: the western valley area, the higher elevations of the mountains and the desert areas. The western portion of the County, which includes the San Jacinto Mountains and the Cleveland National Forest, experiences the mild climate typical of Southern California. The eastern desert areas experience warmer and dryer weather conditions.

See APPENDIX A — "INFORMATION REGARDING THE COUNTY OF RIVERSIDE" for a more detailed description of the County.

THE CORPORATION

The Corporation is a nonprofit public benefit corporation duly organized and existing under the laws of the State of California. The Corporation was formed in 1983 to assist the County by providing for the acquisition and maintenance of equipment, the acquisition, construction and renovation of facilities and other improvements, and the leasing of such equipment and facilities to the County. The Corporation is governed by a Board of Directors composed of five members appointed by the County Board of Supervisors to serve one-year terms. The Board of Directors elects a President, Secretary, and Treasurer from among its members. The County's Executive Officer, Clerk of the Board of Supervisors, Treasurer-Tax Collector, Purchasing Agent and County Counsel serve as staff to the Corporation.

CONSTITUTIONAL AND STATUTORY LIMITATIONS ON TAXES AND APPROPRIATIONS

Principal of and interest on the Series 2008A Bonds are payable from Lease Payments made from the County's General Fund. See the caption "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2008A BONDS." Articles XIIIA, XIIIB, XIIIC and XIIID of the State Constitution, Propositions 62, 111, 218, 1A and 22, and certain other provisions of law discussed below are included in this Remarketing Memorandum to describe the potential effect of these Constitutional and statutory measures on the ability of the County to levy taxes and spend tax proceeds for operating and other purposes.

Article XIIIA of the State Constitution

On June 6, 1978, State voters approved Proposition 13, which added Article XIIIA to the State Constitution. Article XIIIA, as amended, limits the amount of any *ad valorem* tax on real property to 1% of the full cash value thereof, except that additional *ad valorem* taxes may be levied to pay debt service: (i) on indebtedness approved by the voters prior to December 1, 1978; (ii) on bonded indebtedness approved by a two-thirds vote on or after December 1, 1978, for the acquisition or improvement of real property; or (iii) bonded indebtedness incurred by a school district, community college district or county office of education for the construction, reconstruction, rehabilitation or replacement of school facilities, including the furnishing and equipping of school facilities or the acquisition or lease of real property for school facilities, approved by 55% of the voters voting on the proposition. Article XIIIA defines full cash value to mean "the county assessor's valuation of real property as shown on the 1975-76 tax bill under "full cash value," or thereafter, the appraised value of real property when purchased, newly constructed, or a change in ownership has occurred after the 1975 assessment." This full cash value may be increased at a rate not to exceed 2% per year to account for inflation.

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Article XIIIA has subsequently been amended to permit reduction of the "full cash value" base in the event of declining property values caused by damage, destruction or other factors, including a general economic downturn, to provide that there would be no increase in the "full cash value" base in the event of reconstruction of property damaged or destroyed in a disaster, and in other minor or technical ways.

Legislation Implementing Article XIIIA

Legislation has been enacted and amended a number of times since 1978 to implement Article XIIIA. Under current law, local agencies are no longer permitted to levy directly any property tax (except to pay voter-approved indebtedness). The 1% property tax is automatically levied by counties and distributed according to a formula among taxing agencies.

Increases in assessed valuation resulting from reappraisals of property due to new construction, change in ownership or from the 2% annual adjustment are allocated among the various jurisdictions in the "taxing area" based upon their respective "situs." Any such allocation made to a local agency continues as part of its allocation in future years.

All taxable property is shown at full cash value on the tax rolls. Consequently, the tax rate is expressed as $1 per $100 of taxable value. All taxable property value included in this Remarketing Memorandum is shown at 100 percent of taxable value (unless noted differently) and all tax rates reflect the $1 per $100 of taxable value.

Article XIIIB of the State Constitution

In addition to the limits that Article XIIIA imposes on property taxes that may be collected by local governments, certain other revenues of the State and most local governments are subject to an annual "appropriations limit" imposed by Article XIIIB which effectively limits the amount of such revenues that such entities are permitted to spend. Article XIIIB, approved by the voters in June 1979, was modified substantially by Proposition 111 in 1990. The appropriations limit of each government entity applies to "proceeds of taxes," which consist of tax revenues and the investment proceeds thereof, State subventions and certain other funds, including proceeds from regulatory licenses, user charges or other fees to the extent that such proceeds exceed "the cost reasonably borne by such entity in providing the regulation, product or service." "Proceeds of taxes" excludes tax refunds and some benefit payments such as unemployment insurance. No limit is imposed on the appropriation of funds which are not "proceeds of taxes," such as reasonable user charges or fees, and certain other non-tax funds. Article XIIIB also does not limit appropriation of local revenues to pay debt service on bonds existing or authorized as of October 1, 1979, or subsequently authorized by the voters (such as the Series 2008A Bonds), appropriations required to comply with mandates of courts or the federal government, appropriations for qualified capital outlay projects, and appropriation by the State of revenues derived from any increase in gasoline taxes and motor vehicle weight fees above January 1, 1990 levels. The appropriations limit may also be exceeded in case of emergency; however, the appropriations limit for the next three years following such emergency appropriation must be reduced to the extent by which it was exceeded, unless the emergency arises from civil disturbance or natural disaster declared by the Governor, and the expenditure is approved by two-thirds of the legislative body of the local government.

The State and each local government entity has its own appropriations limit. Each year, the limit is adjusted to allow for changes, if any, in the cost of living, the population of the jurisdiction, and any transfer to or from another government entity of financial responsibility for providing services. Proposition 111 requires that each local government's actual appropriations be tested against its limit every two years.

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If the aggregate "proceeds of taxes" for the preceding two-year period exceeds the aggregate limit, the excess must be returned to the agency's taxpayers through tax rate or fee reductions over the following two years.

The County's appropriations have never exceeded the limitation on appropriations under Article XIIIB.

Articles XIIIC and XIIID of the State Constitution

On November 5, 1996, State voters approved Proposition 218, known as the "Right to Vote on Taxes Act." Proposition 218 adds Articles XIIIC and XIIID to the State Constitution and contains a number of interrelated provisions affecting the ability of the County to levy and collect both existing and future taxes, assessments and property-related fees and charges. The interpretation and application of Proposition 218 will ultimately be determined by the courts with respect to a number of the matters discussed below, and it is not possible at this time to predict with certainty the outcome of such determination.

Article XIIIC requires that all new local taxes be submitted to the electorate before they become effective. Taxes for general governmental purposes of the County require a majority vote and taxes for specific purposes, even if deposited in the County's General Fund, require a two-thirds vote. The voter approval requirements of Proposition 218 reduce the flexibility of the County to raise revenues for the General Fund, and no assurance can be given that the County will be able to impose, extend or increase such taxes in the future to meet increased expenditure needs.

Article XIIID also adds several provisions making it generally more difficult for local agencies to levy and maintain property-related fees, charges, and assessments for municipal services and programs, such as hearings and stricter and more individualized benefit requirements and findings. These provisions include, among other things: (i) a prohibition against assessments which exceed the reasonable cost of the proportional special benefit conferred on a parcel; (ii) a requirement that assessments must confer a "special benefit," as defined in Article XIIID, over and above any general benefits conferred; (iii) a majority protest procedure for assessments which involves the mailing of notice and a ballot to the record owner of each affected parcel, a public hearing and the tabulation of ballots weighted according to the proportional financial obligation of the affected party; and (iv) a prohibition against fees and charges which are used for general governmental services, including police, fire or library services, where the service is available to the public at large in substantially the same manner as it is to property owners. If the County is unable to continue to collect these revenues, the services and programs funded with these revenues would have to be curtailed and/or the County's General Fund might have to be used to support them. The County is unable to predict whether or not in the future it will be able to continue all existing services and programs funded by the fees, charges and assessments in light of Proposition 218 or, if these services and programs are continued, which amounts (if any) would be used from the County's General Fund to continue to support such activities.

Article XIIIC also removes limitations on the initiative power in matters of reducing or repealing local taxes, assessments, fees or charges. This extension of the initiative power is not limited to taxes imposed on or after November 6, 1996, the effective date of Proposition 218, and could result in retroactive repeal or reduction in any existing taxes, assessments, fees and charges, subject to overriding federal constitutional principles relating to the impairments of contracts. Legislation implementing Proposition 218 provides that the initiative power provided for in Proposition 218 "shall not be construed to mean that any owner or beneficial owner of a municipal security, purchased before or after (the effective date of Proposition 218) assumes the risk of, or in any way consents to, any action by initiative measure that constitutes an impairment of contractual rights" protected by the United States Constitution.

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However, no assurance can be given that the voters of the County will not, in the future, approve an initiative or initiatives which reduce or repeal local taxes, assessments, fees or charges currently comprising a substantial part of the County's General Fund.

Proposition 62

Proposition 62 was adopted by the voters at the November 4, 1986, general election and: (a) requires that any new or higher taxes for general governmental purposes imposed by local governmental entities such as the County be approved by a two-thirds vote of the governmental entity's legislative body and by a majority vote of the voters of the governmental entity voting in an election on the tax; (b) requires that any special tax (defined as taxes levied for other than general governmental purposes) imposed by a local governmental entity be approved by a two-thirds vote of the voters of the governmental entity voting in an election on the tax; (c) restricts the use of revenues from a special tax to the purposes or for the service for which the special tax was imposed; (d) prohibits the imposition of *ad valorem* taxes on real property by local governmental entities except as permitted by Article XIIIA; (e) prohibits the imposition of transaction taxes and sales taxes on the sale of real property by local governmental entities; and (f) requires that any tax imposed by a local governmental entity on or after July 1, 1985, be ratified by a majority vote of the voters voting in an election on the tax within two years of the adoption of the initiative or be terminated by November 15, 1988.

California appellate court cases have overturned the provisions of Proposition 62 pertaining to the imposition of taxes for general government purposes. However, the California Supreme Court upheld Proposition 62 in its decision on August 28, 1995 in *Fresno County Transportation Authority v. Guardino*. This decision reaffirmed the constitutionality of Proposition 62. Certain matters regarding Proposition 62 were not addressed in the Court's decision, such as what remedies exist for taxpayers subject to a tax not in compliance with Proposition 62, and whether the decision applies to charter cities. The County has not experienced any substantive adverse financial impact as a result of the passage of Proposition 62.

Proposition 1A

Proposition 1A, proposed by the State Legislature in connection with the State's fiscal year 2004-05 budget, approved by the voters in November 2004 and generally effective in State fiscal year 2006-07, provides that the State may not reduce any local sales tax rate, limit existing local government authority to levy a sales tax rate or change the allocation of local sales tax revenues, subject to certain exceptions. Proposition 1A generally prohibits the State from shifting to schools or community colleges any share of property tax revenues allocated to local governments for any fiscal year, as set forth under the laws in effect as of November 3, 2004. Any change in the allocation of property tax revenues among local governments within a county must be approved by two-thirds of both houses of the Legislature. Proposition 1A provides, however, that beginning in State fiscal year 2008-09, the State may shift to schools and community colleges up to 8% of local government property tax revenues, which amount must be repaid, with interest, within three years, if the Governor proclaims that the shift is needed due to a severe state financial hardship, the shift is approved by two-thirds of both houses and certain other conditions are met. The State also will not be able to borrow from local property tax revenues for more than two fiscal years within a period of ten fiscal years. In addition, the State cannot reduce the local sales tax rate or restrict the authority of local governments to impose or change the distribution of the State-wide local sales tax. The State may also approve voluntary exchanges of local sales tax and property tax revenues among local governments within a county. Proposition 1A also provides that if the State reduces the motor vehicle license fee rate currently in effect, 0.65% of vehicle value, the State must provide local governments with equal replacement revenues. Further, Proposition 1A requires the State, beginning July 1, 2005, to suspend State mandates affecting cities, counties and special districts, excepting mandates

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relating to employee rights, schools or community colleges, in any year that the State does not fully reimburse local governments for their costs to comply with such mandates.

Proposition 1A may result in increased and more stable County revenues. The magnitude of such increase and stability is unknown and would depend on future actions by the State. However, Proposition 1A could also result in decreased resources being available for State programs. This reduction, in turn, could affect actions taken by the State to resolve budget difficulties. Such actions could include increasing State taxes, decreasing spending on other State programs or other action, some of which could be adverse to the finances of the County.

Proposition 22

Proposition 22, entitled "The Local Taxpayer, Public Safety and Transportation Protection Act," was approved by the voters of the State on November 2, 2010. Proposition 22 eliminates or reduces the State's authority: (i) to temporarily shift property taxes from cities, counties and special districts to schools; (ii) to use vehicle license fee revenues to reimburse local governments for State-mandated costs (the State will have to use other revenues to reimburse local governments); (iii) to redirect property tax increment from redevelopment agencies to any other local government; (iv) to use State fuel tax revenues to pay debt service on State transportation bonds; or (v) to borrow or change the distribution of State fuel tax revenues. In the California Supreme Court case affirming the dissolution of redevelopment agencies discussed in Appendix A, the Court determined that Proposition 22 did not prevent the State Legislature from terminating redevelopment agencies.

Proposition 26

On November 2, 2010, State voters also approved Proposition 26. Proposition 26 amends Article XIIIC of the State Constitution to expand the definition of "tax" to include "any levy, charge, or exaction of any kind imposed by a local government" except the following: (a) a charge imposed for a specific benefit conferred or privilege granted directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of conferring the benefit or granting the privilege; (b) a charge imposed for a specific government service or product provided directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of providing the service or product; (c) a charge imposed for the reasonable regulatory costs to a local government for issuing licenses and permits, performing investigations, inspections, and audits, enforcing agricultural marketing orders, and the administrative enforcement and adjudication thereof; (d) a charge imposed for entrance to or use of local government property, or the purchase, rental or lease of local government property; (e) a fine, penalty or other monetary charge imposed by the judicial branch of government or a local government as a result of a violation of law; (f) a charge imposed as a condition of property development; and (g) assessments and property-related fees imposed in accordance with the provisions of Article XIIID. Proposition 26 provides that the local government bears the burden of proving by a preponderance of the evidence that a levy, charge, or other exaction is not a tax, that the amount is no more than necessary to cover the reasonable costs of the governmental activity, and that the manner in which those costs are allocated to a payor bear a fair or reasonable relationship to the payor's burdens on, or benefits received from, the governmental activity. The County does not believe that Proposition 26 will adversely affect its General Fund revenues.

Possible Future Initiatives

Articles XIIIA, XIIIB, XIIIC and XIIID and Propositions 218, 111, 62, 1A, 22 and 26 were each adopted as measures that qualified for the ballot pursuant to the State's initiative process. From time to

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time other initiative measures could be adopted, further affecting revenues of the County or the County's ability to expend revenues. The nature and impact of these measures cannot be anticipated by the County.

STATE OF CALIFORNIA BUDGET INFORMATION

The following information concerning the State's budgets has been obtained from publicly available information which the County believes to be reliable; however, the County does not guarantee the accuracy or completeness of this information and has not independently verified such information. Furthermore, it should not be inferred from the inclusion of this information in this Remarketing Memorandum that the principal or interest due on the Series 2008A Bonds is payable from any funds of the State.

The County relies significantly upon State and Federal payments for reimbursement of various costs including certain mandated programs. For Fiscal Year 2015-16, approximately 44.8% of the County's General Fund budget revenues consisted of payments from the State and 20.4% consisted of payments from the Federal government. For Fiscal Year 2016-17, the County projects that approximately 44.5% of its General Fund budget revenues will consist of payments from the State and 20.8% will consist of payments from the Federal government.

The following information concerning the State's budgets has been obtained from publicly available information which the County believes to be reliable; however, the County neither takes any responsibility for or guarantees the accuracy or completeness thereof. The County has not independently verified such information. Information about the State Budget is regularly available at various State-maintained websites. Text of the budget may be found at the Department of Finance website. An impartial analysis of the budget is posted by the Office of the Legislative Analyst at its website. In addition, various State official statements, many of which contain a summary of the current and past State budgets, may be found at the website of the State Treasurer. The information referred to is prepared by the respective State agency maintaining each website and not by the County, the Corporation or the Remarketing Agent, and the County, the Corporation and the Remarketing Agent take no responsibility for the continued accuracy of the internet addresses or for the accuracy or timeliness of information posted there, and such information is not incorporated herein by these references.

For a description of certain potential impacts of the State budget on the finances and operations of the County, see APPENDIX A — "INFORMATION REGARDING THE COUNTY OF RIVERSIDE — FINANCIAL INFORMATION — Impacts of State Budget" attached hereto.

State Budget for Fiscal Year 2016-17

In a typical year, the Governor releases two primary proposed budget documents: (i) the Governor's Proposed Budget required to be submitted in January, and (ii) the "May Revision" to the Governors Proposed Budget. The Governor's Proposed Budget is then considered and typically revised by the State Legislature. On January 7, 2016, the Governor released the Fiscal Year 2016-17 Proposed State Budget. On May 13, 2016 the Governor released the May Revision to the Fiscal Year 2016-17 Proposed State Budget. On June 27, 2016, the Governor signed the adopted Fiscal Year 2016-17 State Budget (the "Fiscal Year 2016-17 Budget").

The Fiscal Year 2016-17 Budget projects Fiscal Year 2015-16 General Fund revenues and transfers of $117.0 billion and total expenditures of $115.6 billion. The State is projected to end Fiscal Year 2015-16 with total available reserves of $7.3 billion, including $3.9 billion in the traditional General Fund reserve and $3.4 billion in the State's Budget Stabilization Account. The County is currently evaluating the impact of the Fiscal Year 2016-17 Budget on the County's finances. **[to be updated]**

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Information about the State budget and State spending is available at various State maintained websites. Text of the Fiscal Year 2016-17 Budget and other documents related to the State budget may be found at the website of the State Department of Finance, *www.dof.ca.gov*. A nonpartisan analysis of the budget is posted by the Legislative Analyst's Office at *www.lao.ca.gov*. In addition, various State official statements, many of which contain a summary of the current and past State budgets may be found at the website of the State Treasurer, *www.treasurer.ca.gov*.

Future State Budgets

No prediction can be made by the County as to whether the State will encounter budgetary problems in future fiscal years, and if this occurs, it is not clear what measures would be taken by the State to balance its budget, as required by law. In addition, the County cannot predict the final outcome of future State budget negotiations, the impact that such budgets will have on County finances and operations or what actions will be taken in the future by the State Legislature and Governor to deal with changing State revenues and expenditures. Current and future State budgets will be affected by national and State economic conditions and other factors, over which the County has no control.

Possibility of Non-Renewal of Proposition 30 Revenues

On November 6, 2012, voters approved the Temporary Taxes to Fund Education, Guaranteed Local Public Safety Funding, Initiative Constitutional Amendment (also known as "Proposition 30" and the Governor's Tax Initiative), which temporarily increases the State Sales and Use Tax and personal income tax rates on higher incomes. The revenues generated under Proposition 30 have contributed significantly to the stabilization of the State's finances in recent years. The majority of the revenues established under Proposition 30 are currently set to expire on December 31, 2018, with certain of the revenues phasing out earlier. Various ballot initiatives have qualified for the State's November ballot with the intention of extending the Proposition 30 revenues beyond their December 31, 2018 sunset date. The County can provide no assurances that such measures, or other measures, will be successful in extending the life of the Proposition 30 revenues, nor can any assurance be provided regarding the impact on the State's finances should the Proposition 30 revenues not be extended.

TAX MATTERS

On December 10, 2008, the date of issuance of the Series 2008A Bonds, Nixon Peabody LLP, Bond Counsel, delivered an opinion to the effect that, as of that date, under then existing law, and assuming compliance with certain tax covenants made by the County and the Corporation, and the accuracy of representations and certifications made by County and the Corporation, interest on the Series 2008A Bonds was excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), and was not treated as a preference item in calculating the alternative minimum tax imposed under the Code with respect to individuals or corporations (the "Bond Counsel Opinion"). Bond Counsel was of the opinion as of that date that interest on the Series 2008A Bonds was, however, included in the adjusted current earnings of certain corporations for purposes of computing the alternative minimum tax imposed on such corporations. Bond Counsel was further of the opinion that, under then existing law, interest on the Series 2008A Bonds is exempt from personal income taxes of the State of California. A copy of the Bond Counsel Opinion is included as APPENDIX F hereto. Such Bond Counsel Opinion spoke only as of their date and have not been updated in connection with this remarketing.

On the closing date for the remarketing of the Series 2008A Bonds in connection with the provision of the new Credit Facility, Bond Counsel will deliver its opinion to the effect that the provision of the new Credit Facility, the mandatory tender of the Series 2008A Bonds and the remarketing thereof

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will not, in and of itself, adversely affect the exclusion from gross income of interest on the Series 2008A Bonds for federal income tax purposes. A copy of the proposed form of such opinion is included as APPENDIX F hereto. Bond Counsel is not rendering any opinion to the current tax status of the Series 2008A Bonds.

The Code imposes various restrictions, conditions and requirements relating to the exclusion from gross income for federal income tax purposes of interest on obligations such as the Series 2008A Bonds. The County and the Corporation have made certain representations and covenanted to comply with certain restrictions, conditions and requirements designed to ensure that interest on the Series 2008A Bonds will not be included in federal gross income. Inaccuracy of these representations or failure to comply with these covenants may result in interest on the Series 2008A Bonds being included in gross income for federal income tax purposes, possibly from the date of issuance of the Series 2008A Bonds. The Bond Counsel Opinion assumed compliance with these covenants. Bond Counsel has not undertaken to determine (or to inform any person) whether any actions taken (or not taken), or events occurring (or not occurring), or any other matters coming to Bond Counsel's attention after the date of issuance of the Series 2008A Bonds may adversely affect the value of, or the tax status of interest on, the Series 2008A Bonds. In the Bond Counsel Opinion, Bond Counsel expressed no opinion as to federal, state or local tax law consequences with respect to the Series 2008A Bonds or the interest thereon if any action is taken with respect to the Series 2008A Bonds or the proceeds thereof upon the advice or approval of other counsel.

Although Bond Counsel opined that interest on the Series 2008A Bonds was excluded from gross income for federal income tax purposes and was exempt from personal income taxes imposed by the State of California, the ownership or disposition of, or the accrual or receipt of interest on, the Series 2008A Bonds may otherwise affect a beneficial owner's federal, state or local tax liability. The nature and extent of these other tax consequences depends upon the particular tax status of the beneficial owner or beneficial owner's other items of income or deduction. Bond Counsel expressed no opinion regarding any such other tax consequences.

Legislative or administrative actions and court decisions, at either the federal or state level, could have an adverse impact on the potential benefits of the exclusion from gross income of the interest on Series 2008A Bonds for federal or state income tax purposes, and thus on the value or marketability of the Series 2008A Bonds. This could result from changes to federal or state income tax rates, changes in the structure of federal or state income taxes (including replacement with another type of tax), repeal of the exclusion of the interest on the Series 2008A Bonds from gross income for federal or state income tax purposes, or otherwise. Bond Counsel notes that each year since 2011, President Obama released legislative proposals that would limit the extent of the exclusion from gross income of interest on obligations of states and political subdivisions under Section 103 of the Code (including the Series 2008A Bonds) for taxpayers whose income exceeds certain thresholds. It is not possible to predict whether any legislative or administrative actions or court decisions having an adverse impact on the federal or state income tax treatment of holders of the Series 2008A Bonds may occur. Prospective purchasers of the Series 2008A Bonds should consult their own tax advisors regarding the impact of any change in law on the Series 2008A Bonds.

The Bond Counsel Opinion with respect to federal tax law were based on then-current legal authority, covered matters not directly addressed by such authorities, and represented Bond Counsel's judgment as to the proper treatment of the Series 2008A Bonds for federal income tax purposes. Such opinion is not binding on the Internal Revenue Service ("IRS") or the courts. Furthermore, Bond Counsel cannot give and have not given any opinion or assurance about the future activities of the County or the Corporation, or about the effect of future changes in the Code, the applicable regulations, the

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interpretation thereof or the enforcement thereof by the IRS. The County and the Corporation have covenanted, however, to comply with the requirements of the Code.

Bond Counsel is not obligated to defend the beneficial owners regarding the tax exempt status of the Series 2008A Bonds in the event of an audit examination by the IRS. Further, under current procedures, parties other than the County and the Corporation and its appointed counsel, including the beneficial owners, would have little, if any, right to participate in the audit examination process. Moreover, because achieving judicial review in connection with an audit examination of tax exempt bonds is difficult, obtaining an independent review of IRS positions with which the County and the Corporation legitimately disagrees may not be practicable. Any action of the IRS, including but not limited to selection of the Series 2008A Bonds for audit, or the course or result of such audit, or an audit of bonds presenting similar tax issues may affect the market price for, or the marketability of, the Series 2008A Bonds, and may cause the County, the Corporation or the beneficial owners to incur significant expense.

RATINGS

Upon delivery of the Credit Facility, the County expects that the Series 2008A Bonds will receive a long-term rating of "[___]" and a short-term rating of "[___]" by Moody's, and a long-term rating of "[___]" and a short-term rating of "[___]" by S&P. The long-term rating reflects Moody's and S&P's assessment of the likelihood of repayment of the Series 2008A Bonds to maturity based primarily on the credit of the County and the credit support of the Credit Provider. The short-term rating reflects the likelihood of repayment based on the availability of the Credit Facility during the optional tender period. The above ratings reflect only the views of such rating agencies. Any explanation of the significance of such ratings may only be obtained from such rating agencies. The County has furnished to the rating agencies certain information and materials not included in this Remarketing Memorandum. Generally, the rating agencies base their ratings on such information and materials and their own investigations, studies and assumptions. There is no assurance that such ratings will continue for any given period of time or that they may not be lowered, suspended or withdrawn entirely by a rating agency if in the judgment of such rating agency circumstances so warrant. Any such downward change in or withdrawal of any such rating may have an adverse effect on the market price of the Series 2008A Bonds.

REMARKETING

In connection with the provision of the new Credit Facility, the Series 2008A Bonds are subject to a mandatory tender by the owners thereof for purchase on [_____. 2016] at a purchase price equal to the principal amount thereof plus accrued interest. The Remarketing Agent will remarket the Series 2008A Bonds to investors effective [_____, 2016], pursuant to a Remarketing Agreement among the Corporation, the County and the Remarketing Agent.

The Remarketing Agent and its affiliates are full service financial institutions engaged in various activities, which may include securities trading, commercial and investment banking, financial advisory, investment management, principal investment, hedging, financing and brokerage services. The Remarketing Agent and its affiliates have, from time to time, performed, and may in the future perform, various financial advisory and investment banking services for the County and the Corporation, for which they received or will receive customary fees and expenses.

In the ordinary course of their various business activities, the Remarketing Agent and its affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities, which may include credit default swaps) and financial instruments (including bank loans) for their own account and for the accounts of their customers and may at any time hold long and

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short positions in such securities and instruments. Such investment and securities activities may involve securities and instruments of the County and the Corporation, including the Series 2008A Bonds.

The Remarketing Agent and its affiliates may also communicate independent investment recommendations, market color or trading ideas and/or publish or express independent research views in respect of such assets, securities or instruments and may at any time hold, or recommend to clients that they should acquire, long and/or short positions in such assets, securities and instruments.

FINANCIAL STATEMENTS

Included herein as Appendix B are the audited financial statements of the County as of and for the year ended June 30, 2015, together with the report thereon dated December 22, 2015 of Brown Armstrong Accountancy Corporation, Bakersfield, California, certified public accountants (the "Auditor"). Such audited financial statements have been included herein in reliance upon the report of the Auditor. The Auditor has not undertaken to update the audited financial statements of the County or its report or to take any action intended or likely to elicit information concerning the accuracy, completeness or fairness of the statements made in this Remarketing Memorandum, and no opinion is expressed by the Auditor with respect to any event subsequent to its report dated December 22, 2015.

CONTINUING DISCLOSURE

The County has covenanted for the benefit of the Owners and beneficial owners of the Series 2008A Bonds to provide certain annual financial information and operating data relating to the County by not later than February 15 of each year (the "Annual Report"), commencing with the report for the County's June 30, 2008 Fiscal Year, and to provide notices of the occurrence of certain enumerated events, if material. The Annual Report and any notice of material events will be filed by the County with the Municipal Securities Rulemaking Board's Electronic Municipal Market Access system. The specific nature of the information to be contained in the Annual Report or the notices of material events is set forth in the Continuing Disclosure Certificate, dated as of December 1, 2008, a copy of which is attached hereto in APPENDIX E—"CONTINUING DISCLOSURE CERTIFICATE." These covenants have been made to assist underwriters and remarketing agents comply with Rule 15c2-12 promulgated by the Securities and Exchange Commission (the "Rule")

During the last five years, the County and certain of its related entities have failed to comply in certain respects with continuing disclosure obligations related to outstanding indebtedness. The failure to comply fell into two general categories: (i) failure to provide significant event notices with respect to changes in the ratings of outstanding indebtedness, primarily related to changes in the ratings of various bond insurers insuring the indebtedness of the County or its related entities; (ii) missing, incomplete or late filing of annual or quarterly reports with respect to a number of the bond issues. In almost every case with respect to obligations related to the General Fund, such information and reports were available on the County's website and/or available in other continuing disclosure filings made by the County; and (c) in all of the cases where a notice of failure to file was required to be filed, no notice of failure to file such information was provided. The County and its related entities have reviewed their previous filings and have made corrective filings, including an omnibus corrective notice regarding bond insurer ratings and ratings of the County's General Fund debt.

In order to ensure ongoing compliance by the County and its related entities with their continuing disclosure undertakings, (i) the County has instituted new procedures to ensure future compliance and coordination between the County and its related entities; and (ii) the County has contracted with a consultant to assist the County in filing accurate, complete and timely disclosure reports. The County continues to review its procedures to ensure continued compliance with the Rule.

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The County has been advised by two underwriters that they filed self-reports under the Securities and Exchange Commission's Municipalities Continuing Disclosure Cooperation ("MCDC") initiative regarding incorrect statements in the County's official statements concerning the County's compliance with its continuing disclosure requirements. In addition, the County filed a self-report under MCDC with respect to statements concerning continuing disclosure compliance made in official statements for over thirty bond issues of the County and related issuers.

CERTAIN LEGAL MATTERS

Certain legal matters are subject to the approving opinion of Nixon Peabody LLP, Bond Counsel. The form of opinion of Bond Counsel to be delivered in connection with the remarketing of the Series 2008A Bonds is set forth in APPENDIX F hereto, together with the opinion of Bond Counsel delivered at the time of issuance of the Series 2008A Bonds. Nixon Peabody LLP is also serving as Disclosure Counsel to the County. Certain legal matters will be passed upon for the County and the Corporation by the County Counsel. Certain legal matters will be passed upon for the Credit Provider by Chapman & Cutler LLP.

MISCELLANEOUS

References made herein to certain documents and reports are brief summaries thereof, which do not purport to be complete or definite, and reference is made to such documents and reports for full and complete statements of the contents thereof. Copies of the Site Lease, Facilities Lease and the Indenture are available upon request from the County of Riverside, County Executive Office, 4th Floor, 4080 Lemon Street, Riverside, California 92501, Attention: County Finance Director.

Any statements in this Remarketing Memorandum involving matters of opinion, whether or not expressly so stated, are intended as such and not as representations of fact. This Remarketing Memorandum is not to be construed as a contract or agreement between the County and the purchasers or holders of any of the Series 2008A Bonds.

The execution and delivery of this Remarketing Memorandum has been duly authorized by the County.

COUNTY OF RIVERSIDE

By [/s/ name]
[title]

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APPENDIX A

INFORMATION REGARDING THE COUNTY OF RIVERSIDE

GENERAL INFORMATION

Set forth below is certain information with respect to the County. Such information was prepared by the County except as otherwise indicated.

DEMOGRAPHIC AND ECONOMIC INFORMATION

Population

According to the State Department of Finance, Demographic Research Unit, the County's population was estimated at 2,347,828 as of January 1, 2016, representing an approximately 1.3% increase over the County's population as estimated for the prior year, and a rate higher than the statewide population increase of 0.9% for the same period. For the ten year period of January 1, 2006 to January 1, 2016, the County's population grew by approximately 18.82%. During this period, the cities of Eastvale, Jurupa Valley, Menifee and Wildomar incorporated, and account for a total population of 12.16% of the County as of January 1, 2016.

The following table sets forth annual population figures, as of January 1 of each year, for cities located within the County for each of the years listed:

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COUNTY OF RIVERSIDE
POPULATION OF CITIES WITHIN THE COUNTY
(As of January 1)

CITY	*2012*	*2013*	*2014*	*2015*	*2016*
Banning	30,051	30,177	30,306	30,659	30,834
Beaumont	38,851	39,787	40,853	43,601	45,118
Blythe	20,440	19,609	18,982	19,254	19,813
Calimesa	8,022	8,096	8,225	8,138	8,289
Canyon Lake	10,721	10,771	10,817	10,608	10,681
Cathedral City	52,108	52,350	52,571	53,859	54,261
Coachella	42,030	42,795	43,601	45,001	45,407
Corona	154,985	156,864	159,109	163,317	164,659
Desert Hot Springs	27,721	27,835	27,986	28,794	29,048
Eastvale	55,770	57,266	59,151	60,825	63,162
Hemet	80,329	80,899	81,520	79,548	80,070
Indian Wells	5,050	5,083	5,133	5,336	5,412
Indio	78,298	81,415	82,375	86,683	88,058
Jurupa Valley	96,745	97,272	97,738	96,898	98,177
Lake Elsinore	53,183	55,444	56,688	59,142	61,006
La Quinta	38,190	38,412	39,023	39,311	39,977
Menifee	80,831	82,314	83,686	87,286	89,004
Moreno Valley	197,086	198,183	199,257	203,696	205,383
Murrieta	105,300	105,860	106,393	112,576	113,795
Norco	27,123	26,632	26,566	26,392	26,896
Palm Desert	49,619	49,962	50,424	48,835	49,335
Palm Springs	45,414	45,724	46,135	46,204	46,654
Perris	70,391	70,983	72,063	72,476	73,722
Rancho Mirage	17,556	17,643	17,739	17,920	18,070
Riverside	309,407	312,035	314,221	321,655	324,696
San Jacinto	44,937	45,229	45,537	47,087	47,656
Temecula	103,403	104,907	106,256	107,794	109,064
Wildomar	32,818	33,182	33,696	34,758	35,168
TOTALS					
Incorporated	1,876,494	1,896,729	1,916,051	1,957,653	1,983,415
Unincorporated	357,699	358,924	364,140	360,271	364,413
County-Wide	2,234,193	2,255,653	2,280,191	2,317,924	2,347,828
California	37,668,804	37,984,138	38,357,121	38,907,642	39,255,883

Source: State Department of Finance, Demographic Research Unit.

Effective Buying Income

"Effective Buying Income" is defined as personal income less personal tax and nontax payments, a number often referred to as "disposable" or "after-tax" income. Personal income is the aggregate of wages and salaries, other than labor-related income (such as employer contributions to private pension funds), proprietor's income, rental income (which includes imputed rental income of owner-occupants of non-farm dwellings), dividends paid by corporations, interest income from all sources and transfer payments (such as pensions and welfare assistance). Deducted from this total are personal taxes (federal, state and local,

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nontax payments fines, fees, penalties, etc.) and personal contributions to social security insurance and federal retirement payroll deductions. According to U.S. government definitions, the resultant figure is commonly known as "disposable personal income."

The following table summarizes the total effective buying income for the County and the State for the period 2012 through 2016:

RIVERSIDE COUNTY AND CALIFORNIA
TOTAL EFFECTIVE BUYING INCOME,
MEDIAN HOUSEHOLD EFFECTIVE BUYING INCOME AND
PERCENT OF HOUSEHOLDS WITH INCOMES OVER $50,000[1]

	Total Effective Buying Income[2]	*Median Household Effective Buying Income*	*Percent of Households with Income over $50,000*
2012			
Riverside County	$ 39,981,683	$44,116	42.91%
California	814,578,458	47,062	46.65
2013			
Riverside County	$ 40,157,310	$43,860	42.39%
California	864,088,828	47,307	46.90
2014			
Riverside County	$ 40,293,518	$44,784	43.84%
California	858,676,636	48,340	48.17
2015			
Riverside County	$ 41,199,300	$45,576	44.79%
California	901,189,699	50,072	50.05
2016			
Riverside County	$ 45,407,058	$48,674	48.50%
California	981,231,666	53,589	52.74

[1] Estimated, as of January 1 of each year.
[2] Dollars in thousands.
Source: Nielsen Solution Center.

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Industry And Employment

The County is a part of the Riverside-San Bernardino-Ontario Primary Metropolitan Statistical Area ("PMSA"), which includes all of Riverside and San Bernardino Counties. In addition to varied manufacturing employment, the PMSA has large and growing commercial and service sector employment. The number of employed persons in the PMSA by industry is set forth in the following table.

RIVERSIDE-SAN BERNARDINO-ONTARIO PMSA
ANNUAL AVERAGE EMPLOYMENT BY INDUSTRY[(1)]
(In Thousands)

INDUSTRY	*2011*	*2012*	*2013*	*2014*	*2015*
Agriculture	14.9	15.0	14.5	14.4	15.1
Construction	59.1	62.6	70.0	77.6	85.2
Finance Activities	39.5	40.2	41.3	42.3	43.2
Government	227.5	224.6	225.2	228.8	233.4
Manufacturing:	85.1	86.7	87.3	91.3	95.6
Nondurables	29.3	29.8	30.1	31.1	32.8
Durables	55.8	56.9	57.3	60.2	62.8
Mining & Logging	1.0	1.2	1.2	1.3	1.3
Retail Trade	158.5	162.4	164.8	169.4	173.5
Professional and Business Services	126.0	127.5	132.4	139.3	144.4
Education and Health Services	165.4	173.6	187.6	194.8	205.0
Leisure & Hospitality	124.0	129.4	135.9	144.8	151.5
Other Services	39.1	40.1	41.1	43.0	44.0
Transportation, Warehousing and Utilities	67.9	73.0	78.4	86.6	97.3
Wholesale Trade	49.02	52.2	56.4	58.9	61.7
Information	12.2	11.7	11.5	11.3	11.3
Total, All Industries	1,169.4	1,200.2	1,247.8	1,303.7	1,362.4

(1) The employment figures by industry which are shown above are not directly comparable to the "Total, All Industries" employment figures due to rounded data.

Source: State Employment Development Department, Labor Market Information Division.

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The following table sets forth the major employers in the County as of 2015 and their respective product or service and number of employees as of 2015.

COUNTY OF RIVERSIDE
CERTAIN MAJOR EMPLOYERS[1]
(2015)

Company Name	*Product/Service*	*No. of Local Employees[2]*
County of Riverside	Government	20,684
March Air Reserve Base	Military Reserve Base	8,500
Stater Bros	Supermarket	6,900
Walmart	Retail Store	6,550
University of California, Riverside	University	5,768
Kaiser Permanente Riverside Medical Center	Hospital	5,300
Corona-Norco Unified School District	School District	4,932
Temecula Valley Unified School District	School District	4,000
Riverside Unified School District	School District	3,871
Hemet Unified School District	School District	3,400

[1] Certain major employers in the County may have been excluded because of the data collection methodology used by Riverside County Economic Development Agency.
[2] Includes employees within the County; excludes, under certain circumstances, temporary, seasonal and per diem employees.
Source: County Economic Development Agency

Unemployment data for the County, the State and the United States for the years 2011 through 2015 and partial data for 2016 (as indicated) are set forth in the following table.

COUNTY OF RIVERSIDE
COUNTY, STATE AND NATIONAL UNEMPLOYMENT DATA

	2011	*2012*	*2013*	*2014*	*2015*	*2016*
County[1]	13.7%	12.1%	10.3%	8.2%	6.7%	7.1%[2]
California[1]	11.8	10.4	8.9	7.5	6.2	5.5[2]
United States[3]	8.9	8.1	7.4	6.2	5.3	4.9[2]

[1] Data is not seasonally adjusted. The unemployment data for the County and State is calculated using unrounded data.
[2] For July 2016.**[update if possible]**
[3] Data is seasonally adjusted.
Source: State of California Employment Development Department Labor Market Information Division; U.S. Bureau of Labor Statistics.

Commercial Activity

Commercial activity is an important factor in the County's economy. Much of the County's commercial activity is concentrated in central business districts or small neighborhood commercial centers in cities. There are five regional shopping malls in the County: Galleria at Tyler (Riverside), Hemet Valley Mall, Westfield Palm Desert Shopping Center, Moreno Valley Mall and the Promenade at Temecula. There are also three factory outlet malls (Desert Hills Factory Stores, Cabazon Outlets and Lake Elsinore Outlet Center) and over 200 area centers in the County.

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The following table sets forth taxable sale transactions in the County for the years 2010 through 2014, the last year being the most recent full year of which annual data is currently available. Taxable sales transactions in Riverside County overall totaled $32,035,687,000 in 2014, representing a 6.6% increase over the prior year. **[confirm 2015 not available before printing]**

COUNTY OF RIVERSIDE
TAXABLE SALES TRANSACTIONS
(IN THOUSANDS)

	2010	*2011*	*2012*	*2013*	*2014*
Motor Vehicles and Parts Dealers	$ 2,620,568	$ 3,010,487	$ 3,493,098	$ 3,965,201	$ 4,417,943
Furniture and Home Furnishings	412,325	436,482	441,649	486,061	520,393
Electronics and Appliances Stores	470,784	478,406	488,419	510,423	510,061
Building Materials, Garden Equipment and Supplies	1,232,145	1,303,073	1,365,513	1,535,178	1,706,183
Food and Beverage Stores	1,267,758	1,304,731	1,356,148	1,421,590	1,509,403
Health and Personal Care Stores	400,207	454,268	490,238	523,724	544,958
Gasoline Stations	2,685,840	3,300,785	3,516,040	3,456,322	3,426,830
Clothing and Clothing Accessories Stores	1,391,174	1,505,821	1,672,482	1,771,603	1,989,623
Sporting Goods, Hobby, Book and Music Stores	428,121	454,971	467,536	499,366	519,188
General Merchandise Stores	2,947,905	3,051,709	3,174,022	3,298,920	3,289,057
Miscellaneous Store Retailers	652,273	700,338	742,118	758,664	809,032
Nonstore Retailers	92,916	101,876	142,081	243,334	309,809
Food Services and Drinking Places	2,317,486	2,473,339	2,668,324	2,836,388	3,093,862
Total Retail and Food Services	$16,919,500	$18,576,285	$20,016,668	$21,306,774	$22,646,343
All Other Outlets	6,233,280	7,065,212	8,079,341	8,758,693	9,389,345
Total All Outlets	$23,152,780	$25,641,497	$28,096,009	$30,065,467	$32,035,687

Source: California State Board of Equalization, Research and Statistics Division.

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Building and Real Estate Activity

The two tables below set forth a summary of building permit valuations and new dwelling units authorized in the County (in both incorporated and unincorporated areas) from 2011 through 2015.

COUNTY OF RIVERSIDE
BUILDING PERMIT VALUATIONS[1]
(IN THOUSANDS)

	2011	*2012*	*2013*	*2014*	*2015*
RESIDENTIAL					
New Single-Family	$ 651,747	$ 854,814	$1,134,158	$1,296,553	$1,267,593
New Multi-Family	115,064	99,578	136,501	178,117	110,458
Alterations and Adjustments	119,684	84,517	94,422	147,081	113,615
Total Residential	$ 886,495	$1,038,963	$1,365,081	$1,621,751	$1,491,666
NON-RESIDENTIAL					
New Commercial	$ 152,160	$ 346,865	$80,510	$184,138	$182,089
New Industry	10,000	3,767	140,972	161,321	111,070
New Other[1]	99,898	78,602	184,500	142,204	215,914
Alterations & Adjustments	297,357	154,325	364,616	327,327	299,882
Total Nonresidential	$ 559,415	$ 583,559	$ 770,598	$ 814,990	$ 808,956
TOTAL ALL BUILDING	$1,445,910	$1,602,522	$2,135,679	$2,436,741	$2,300,622

[1] Includes churches and religious buildings, medical and institutional buildings, school and educational buildings, agricultural buildings, residential garages, public works and utility buildings. Hospital construction permits issued by the California Office of Statewide Health Planning are not included in the private, nonresidential building data, except where the project may also be permitted by the local jurisdiction.

Source: Construction Industry Research Board for 2011, 2014 and 2015, California Homebuilding Foundation for 2012 and 2013.

COUNTY OF RIVERSIDE
NUMBER OF NEW DWELLING UNITS

	2011	*2012*	*2013*	*2014*	*2015*
Single Family	2,676	3,455	4,671	5,007	4,833
Multi-Family	1,073	829	1,415	1,931	1,189
TOTAL	3,749	4,284	6,086	6,938	6,022

Source: Construction Industry Research Board for 2011, 2014 and 2015, California Homebuilding Foundation for 2012 and 2013.

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The following table sets forth the annual median housing prices for Los Angeles County, Riverside County, San Bernardino County and Southern California for the years 2010 through 2015.

COUNTIES OF LOS ANGELES, RIVERSIDE AND SAN BERNARDINO AND SOUTHERN CALIFORNIA MEDIAN HOUSING PRICES

Year	*Los Angeles*	*Riverside*	*San Bernardino*	*Southern California*[(1)]
2010	$335,000	$200,000	$155,000	$290,000
2011	315,000	195,000	150,000	280,000
2012	330,000	210,000	163,000	300,000
2013	411,000	259,000	205,000	370,000
2014	455,000	293,000	240,000	410,000
2015	487,500	310,000	262,000	431,000

(1) Southern California is comprised of Los Angeles, Orange, San Diego, Riverside, San Bernardino and Ventura Counties.
Source: MDA DataQuick Information Systems.

The following table sets forth the home and condominium foreclosures recorded in Los Angeles County, Riverside County, San Bernardino County and Southern California for the years 2010 through 2015.

COUNTIES OF LOS ANGELES, RIVERSIDE AND SAN BERNARDINO AND SOUTHERN CALIFORNIA COMPARISON OF HOME FORECLOSURES

Year	*Los Angeles*	*Riverside*	*San Bernardino*	*Southern California*[(1)]
2010	26,827	20,598	16,757	86,853
2011	25,597	17,383	14,181	77,105
2012	15,271	10,657	9,262	47,347
2013	6,469	4,191	4,088	19,470
2014	4,566	2,912	2,984	13,787
2015	3,970	2,463	2,616	11,959

(1) Southern California is comprised of Los Angeles, Orange, San Diego, Riverside, San Bernardino and Ventura Counties.
Source: MDA DataQuick Information Systems.

Agriculture

Agriculture is a significant source of income in the County. In 2015, principal agricultural products were milk, nursery stock, table grapes, hay, lemons, bell peppers, eggs, grapefruit, dates and avocados.

Four areas in the County account for the major portion of agricultural activity: the Riverside/Corona and San Jacinto/Temecula Valley Districts in the western portion of the County, the Coachella Valley in the central portion and the Palo Verde Valley near the County's eastern border.

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The County, and all of Southern California, is experiencing a severe drought. See "—Environmental Control Services" below. The County cannot predict the impact that a prolonged drought would have on agricultural production in the County.

The following table sets forth the value of agricultural production in the County for the years 2011 through 2015.

COUNTY OF RIVERSIDE
VALUE OF AGRICULTURAL PRODUCTION

	2011	*2012*	*2013*	*2014*	*2015*
Citrus Fruits	$ 119,942,513	$ 125,711,000	$ 142,404,000	$ 170,891,000	$ 199,772,000
Trees and Vines	232,649,262	217,214,000	232,536,000	223,593,000	234,928,000
Vegetables, Melons, Misc.	278,628,295	286,234,000	340,407,000	337,404,000	327,199,000
Field and Seed Crops	149,198,052	147,352,000	154,582,000	156,575,000	122,794,000
Nursery	200,154,964	190,878,100	191,215,000	172,910,000	158,648,000
Apiculture	4,844,400	4,983,400	4,715,000	4,819,000	4,897,000
Aquaculture	4,808,250	4,205,000	2,262,000	5,078,000	5,397,000
Livestock and Poultry	292,030,380	276,553,000	259,683,000	290,746,000	260,015,000
Grand Total	$1,282,256,116	$1,253,130,000	$1,327,804,000	$1,362,016,000	$1,313,650,000

Source: Riverside County Agricultural Commissioner.

Transportation

Several major freeways and highways provide access between the County and all parts of Southern California. State Route 91 extends southwest from Riverside through Corona and connects with the Orange County freeway network in Fullerton. Interstate 10 traverses most of the width of the County, the western-most portion of which links up with major cities and freeways in Los Angeles County and the southern part of San Bernardino County, with the eastern part linking to the County's desert cities and Arizona. Interstate 15 and 215 extend north and then east to Las Vegas, and south to San Diego. State Route 60 provides an alternate (to Interstate 10) east-west link to Los Angeles County. Riverside 91 Express Lanes that connect with the OCTA SR-91 Express Lanes at the Orange County/Riverside County line and continue to the Interstate 15/State Route 91 interchange are under construction and expected to open in early 2017. When travelling along State Route 91 through Corona, vehicles will be able to use either the tolled express lanes or the general purpose lanes, which are free.

Metrolink provides commuter rail service to Los Angeles, San Bernardino and Orange Counties from nine stations in the County. Transcontinental passenger rail service is provided by Amtrak with stops in Riverside and Palm Springs. Freight service to major west coast and national markets is provided by two transcontinental railroads–Union Pacific Railroad and the BNSF Railway Company. Truck service is provided by several common carriers, making available overnight delivery service to major California cities.

Transcontinental bus service is provided by Greyhound Lines. Intercounty, intercity and local bus service is provided by the Riverside Transit Agency to western County cities and communities. There are also four municipal transit operators in the western County providing services within the cities of Banning, Beaumont, Corona and Riverside. The SunLine Transit Agency provides local bus service throughout the Coachella Valley, servicing the area from Desert Hot Springs to Oasis and from Palm Springs to Riverside. The Palo Verde Valley Transit Agency provides service in the far eastern portion of the County (City of Blythe and surrounding communities).

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The County seat, located in the City of Riverside, is within 20 miles of the Ontario International Airport in neighboring San Bernardino County. This airport is operated by Los Angeles World Airports, a proprietary department of the City of Los Angeles, and is scheduled to be transferred by the City of Los Angeles to a joint powers authority in October 2016. Four major airlines schedule commercial flight service at Palm Springs Regional Airport. County-operated general aviation airports include those in Thermal, Hemet, Blythe and French Valley. The cities of Riverside, Corona and Banning also operate general aviation airports. There is a military base at March Air Reserve Base, which converted from an active duty base to a reserve-only base on April 1, 1996. The March AFB Joint Powers Authority (the "JPA"), comprised of the County and the Cities of Riverside, Moreno Valley and Perris, is responsible for planning and developing joint military and civilian use. The JPA has constructed infrastructure improvements, entered into leases with private users and initialized a major business park project.

Education

There are four elementary school districts, one high school district, eighteen unified (K-12) school districts and four community college districts in the County. Approximately ninety-two percent of all K-12 students attend schools in the unified school districts. The three largest unified school districts are Corona-Norco Unified School District, Riverside Unified School District and Moreno Valley Unified School District.

There are seven two-year community college campuses located in the communities of Riverside, Moreno Valley, Norco, San Jacinto, Menifee, Coachella Valley and Palo Verde Valley. There are also three universities located in the City of Riverside — the University of California, Riverside, La Sierra University and California Baptist University.

Environmental Control Services

Water Supply. The County obtains a large part of its water supply from groundwater sources, with certain areas of the County, such as the City of Riverside, relying almost entirely on groundwater. As in most areas of Southern California, this groundwater source is not sufficient to meet countywide demand, and the County's water supply is supplemented by imported water. At the present time, imported water is provided by the Metropolitan Water District of Southern California from the Colorado River via the Colorado River Aqueduct and from the State Water Project via the Edmund G. Brown California Aqueduct. In the Southwest area of the County, approximately 80% of the water supply is imported.

At the regional and local level, there are several water districts that were formed for the primary purpose of supplying supplemental water to the cities and agencies within their areas. The Coachella Valley Water District, the Western Municipal Water District and the Eastern Municipal Water District are the largest of these water districts in terms of area served. The San Gorgonio Pass Water Agency, Desert Water Agency, Palo Verde Irrigation District and Rancho California Water District also provide supplemental water to cities and agencies within the County.

The governor and the State Legislature have been continuously engaged in discussions on potential strategies to help mitigate the effects of the drought. On April 1, 2015, California's governor issued the fourth in a series of executive orders extending the measures necessary to address California's severe drought conditions. The executive order adopted the following additional orders, among others: (i) SWRCB is directed to impose restrictions to reduce potable urban water usage, including usage by commercial, industrial and institutional properties and golf courses, by 25% through February 28, 2016; portions of a water supplier's service area with higher per capita use must achieve proportionally greater reductions than areas with lower per capita use; (ii) the State of California Department of Water Resources ("DWR") is directed to fund a statewide initiative, in partnership with local agencies, to

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collectively replace 50 million square feet of lawns with drought tolerant landscaping; (iii) the California Energy Commission is directed to implement a rebate program for replacement of inefficient appliances; (iv) urban water suppliers are required to provide monthly water usage, conservation and enforcement information; (v) service providers are required to monitor groundwater basin levels in accordance with the California Water Code § 10933; (vi) permitting agencies are required to prioritize approval of water infrastructure and supply projects; and (vii) DWR is required to install emergency drought salinity barriers. The 25% conservation standard mandated by the executive order is scheduled to result in water savings amounting to approximately 1.3 million acre-feet of water over next nine months. As noted by the SWRCB, California is still experiencing severe drought despite recent heavy rainfall during the winter of 15/16, and on February 2, 2016 CWRCB adopted an extended and revised emergency regulation to ensure that urban water conservation continues through 2016. The regulation extends the aforementioned restrictions on urban water use through October 2016 while providing urban water suppliers more flexibility in meeting their conservation requirements. It also directs staff to report back on additional flexibility once more complete water supply information is known in April 2016. On May 18, 2016, the State Water Board adopted an emergency water conservation regulation that replaced the February 2 emergency regulation. The May 2016 regulation in effect from June 2016 through January 2017 requires locally developed conservation standards based upon each water agency's specific circumstances. It replaces the prior percentage reduction-based water conservation standard with a localized "stress test" approach. These standards require local water agencies to ensure a three-year supply assuming three more dry years like the ones the state experienced from 2012 to 2015. Water agencies that would face shortages under three additional dry years will be required to meet a conservation standard equal to the amount of shortage.**[update as needed]**

During a workshop in May of 2015 to discuss the drought, the Board of Supervisors directed staff to revise County Ordinance 859.3 *Water Efficient Landscape Requirements*. On July 21, 2015 the Board of Supervisors adopted, via an urgency ordinance, updated water efficient landscape requirements Ordinance 859. A key highlight of this revised ordinance is that it "*prohibits the use of natural turf grass lawns within the front yards of new homes and promoting low water use plants and inert materials for a sustainable and marketable landscape design*."

Flood Control. Primary responsibility for planning and construction of flood control and drainage systems within the County is provided by the Riverside County Flood Control and Water Conservation District and the Coachella Valley Water District, Storm Water Unit.

Sewage. There are 18 wastewater treatment agencies in the County's Santa Ana River region and nine in the County's Colorado River Basin region. The County of Riverside does not own or operate a Publicly Owned Treatment Works (POTW), or sewage plants. Most residents in rural areas of the County which are unsewered rely upon septic tanks and leach fields for sewage disposal only if a POTW does not service the area with sewer infrastructure.

FINANCIAL INFORMATION

Budgetary Process and Budget

Under the California Government Code, the County must approve a recommended budget by June 30 of each year as the legal authorization to spend until the approval of the adopted budget. An adopted budget reflecting any revisions to the recommended budget must be approved by the Board of Supervisors no later than October 2. The recommended and adopted budgets must be balanced.

Subsequent to the approval of the adopted budget, the County may make adjustments to reflect revenue, as realized, and to record changes in expenditure requirements. For example, in recent years,

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the County, like many other counties, has adopted a budget in advance of the adoption of the State budget and has been required to make adjustments in certain circumstances upon the passage of the State budget. The County conducts quarterly reviews, with major adjustments generally addressed at the end of the first, second and third quarters.

Fiscal Year 2016-17 Budget

In June 2016, the Board of Supervisors approved the Fiscal Year 2016-17 Recommended Budget (the "Recommended Budget") and subsequently approved revisions to it in July 2016. Formal approval of the resolution of adoption of the Fiscal Year 2016-17 Budget (the "Adopted Budget") is scheduled for late September 2016. The Adopted Budget will include total general fund appropriations of approximately $3.1 billion. The County estimates approximately 44.5% of the General Fund budget revenues in the Adopted Budget will consist of payments from the State and 20.8% will consist of payments from the Federal government. Discretionary revenue was budgeted to increase to approximately $758.9 million ($752.8 million in the Recommended Budget) for Fiscal Year 2016-17, an increase of approximately 3% (2% in the Recommended Budget) from the Fiscal Year 2015-16 adopted budget estimates. Such revenue increase was primarily attributable to growth in the value of property taxes. The Adopted Budget includes an increase in discretionary spending of approximately $29.5 million ($27.8 million in the Recommended Budget) from the prior fiscal year. Property tax revenue is estimated at approximately $340 million for Fiscal Year 2016-17, and represents approximately 45% of the County's discretionary revenue. The Adopted Budget assumes an increase in assessed valuation in Fiscal Year 2016-17 of approximately 5% from Fiscal Year 2015-16. **[update for final adopted budget]**

Impacts of State Budget

Changes in payments to the County from the State, whether temporary or permanent, may require adjustments to the County's Fiscal Year 2016-17 budget. Permanent cuts in State funding will require the County to reduce programs reliant on State funds, unless the County chooses to make corresponding reductions to discretionary funding for core County services. State finances may be impacted if the revenues generated by Proposition 30 are not extended. See "STATE OF CALIFORNIA BUDGET INFORMATION— Possibility of Non-Renewal of Proposition 30 Revenues" in the front part of this Remarketing Memorandum.

The County continuously monitors developments at the State and local level, and may be required to make adjustments to its budget from time to time. See "STATE OF CALIFORNIA BUDGET INFORMATION" herein.

Realignment of Certain Services to Local Governments

As part of the State's 2011 Budget Act, the California Legislature enacted a major shift, or "realignment," of certain State program responsibilities and related revenues to local governments ("Realignment"). Beginning in Fiscal Year 2011-12, the realignment provides funds to local governments (primarily counties) to fund various criminal justice, mental health, and social services programs. This realignment funding is derived from three sources: 1) the dedication of 1.0625 cents of the existing sales tax rate; 2) redirection of the revenue generated by Proposition 63 (the "millionaire tax" that supports mental health programs statewide); and 3) redirection of a portion of vehicle license fee revenues.

Realignment is comprised of two distinct components: Health and Human Services and Public Safety. With respect to the former, the State replaced the funding previously provided to counties as State reimbursement or direct payment with local appropriations equivalent to prior year funding levels. To date, the only significant programmatic change resulting from the Health and Human Services component

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of Realignment related to the transfer of responsibility for funding education-related mental health services from counties to local school districts.

With respect to Public Safety, however, county governments have taken on various additional responsibilities related to inmates released from state prison; newly convicted offenders whose offenses are legally defined under the State Penal Code as non-violent, non-serious and non-sexual; and parole violators. In Fiscal Year 2014-15, the County received a $48.04 million appropriation from the State to address the needs of the realigned criminal justice population. In Fiscal Year 2015-16, the County expects to receive an appropriation of approximately $62.35 million from the State to address the needs of the realigned criminal justice population. Although this amount is not sufficient to meet all of the identified needs, and the shortfall continues to strain the County's justice system, the affected County departments have been able to continue providing identified services. The County received an estimate from the State that the appropriation is expected to increase by approximately $4.9 million in Fiscal Year 2016-17. However, the County does not have an estimate of the total realignment cost for Fiscal Year 2016-17 at this time. **[update paragraph]**

Final Budget Comparison

The following table sets forth the General Fund budgets for the last five fiscal years as initially adopted by the Board of Supervisors, except for Fiscal Year 2016-17, which is the recommended budget for final adoption. The Board of Supervisors is scheduled to adopt the final Fiscal Year 2016-17 General Fund budget on September 27, 2016. During the course of each fiscal year, a budget may be amended to reflect adjustments to receipts and expenditures that have been approved by the Board of Supervisors. **[update paragraph and table for final adopted budget]**

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COUNTY OF RIVERSIDE
ADOPTED GENERAL FUND BUDGETS[1]
FISCAL YEARS 2012-13 THROUGH 2016-17
(IN MILLIONS)

	2012-13 Budget	*2013-14 Budget*	*2014-15 Budget*	*2015-16 Budget*	*2016-17 Budget*
REQUIREMENTS					
General Government	$ 180.4	$ 179.5	$ 178.0	$ 216.1	$ 209.1
Public Protection	1,072.1	1,132.4	1,190.6	1,276.2	1,345.7
Health and Sanitation	430.1	485.9	481.4	562.5	534.9
Public Assistance	762.3	835.7	902.7	1,004.8	1,003.8
Education	0.6	0.6	0.6	0.7	.7
Recreation and Cultural	0.0	0.4	0.3	0.3	.5
Debt Retirement-Capital Leases	5.0	4.9	4.9	4.7	5.1
Contingencies	7.0	20.0	23.2	35.5	20.0
Increase to Reserves	2.3	2.3	2.0	0.0	0.0
Total Requirements[3]	$2,459.8	$2,661.7	$2,783.7	$3,100.8	$3,119.8
AVAILABLE FUNDS					
Use of Fund Balance and Reserves	$ 74.0	$ 78.3	$48.5	$ 76.8	$ 67.7
Estimated Revenues:					
Property Taxes	211.5	229.9	256.6	280.2	301
Other Taxes	35.0	31.0	27.0	25.0	24.0
Licenses, Permits and Franchises	17.7	17.6	18.2	17.5	18.3
Fines, Forfeitures and Penalties	51.7	49.3	45.3	44.4	39.5
Use of Money and Properties	7.4	6.3	10.7	16.6	10.5
Aid from Other Governmental Agencies:					
State	1,005.5	1,097.4	1,194.0	1,356.1	1,357.4
Federal	493.9	544.9	551.8	615.3	634.1
Charges for Current Services	442.6	469.1	496.7	528.9	523.3
Other Revenues	120.5	137.9	134.9	139.9	144.0
Total Available Funds[2]	$2,459.8	$2,661.7	$2,783.7	$3,100.8	$3,119.8

[1] Data source is the official budget documents submitted to the State Controller's Office. Figures do not reflect quarterly amendments or adjustments.
[2] Column numbers may not add up to totals due to rounding.
[3] Includes the recommended Fiscal Year 2016-17 General Fund budget. The Board of Supervisors is scheduled to adopt the final Fiscal Year 2016-17 General Fund budget on September 27, 2016.
Source: County Auditor-Controller.

Riverside County Treasurer's Pooled Investment Fund

[update] The County Treasurer maintains one Pooled Investment Fund (the "PIF") for all local jurisdictions having funds on deposit in the County Treasury. As of July 31, 2016, the portfolio assets comprising the PIF had a market value of $6,110,619,759.63.

State law requires that all operating moneys of the County, school districts, and certain special districts be held by the County Treasurer. On June 30, 2015, the Auditor-Controller performed an analysis on the County Treasury which resulted in the identification and classification of "mandatory" vs. "discretionary" depositors.

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The Auditor-Controller reports that collectively, these mandatory deposits constituted approximately 73.99% of the funds on deposit in the County Treasury, while approximately 26.01% of the total funds on deposit in the County Treasury represented discretionary deposits.

While State law permits other governmental jurisdictions to participate in the County's PIF, the desire of the County is to maintain a stable depositor base for those entities participating in the PIF.

All purchases of securities for the PIF are to be made in accordance with the County Treasurer's 2015 Statement of Investment Policy, which is more restrictive than the investments authorized pursuant to Sections 53601 and 53635 of the California Government Code. The Policy Statement requires that all investment transactions be governed by first giving consideration to the safety and preservation of principal and liquidity sufficient to meet daily cash flow needs prior to achieving a reasonable rate of return on the investment. Investments are not authorized in reverse-repurchase agreements except for an unanticipated and immediate cash flow need that would otherwise cause the Treasurer to sell portfolio securities prior to maturity at a principal loss.

The allocation of the investments in the Pooled Investment Fund as of July 31, 2016, were as follows:

	% of Pool
U.S. Treasuries	6.56%
Federal Agencies	72.31
Cash/Deposit Accounts/Money Market Mutual Funds	8.31
Commercial Paper	6.99
Municipal Notes/Bonds	5.82
Total	100.00%
Book Yield:	0.72%
Weighted Average Maturity:	1.226 Years

Source: County Treasurer-Tax Collector.

As of July 31, 2016, the market value of the PIF was 100.14% of book value. The Treasurer estimates that sufficient liquidity exists within the portfolio to meet daily expenditure needs without requiring any sale of securities at a principal loss prior to their maturity.

In keeping with Sections 53684 and 53844 of the California Government Code, all interest, income, gains and losses on the portfolio are distributed quarterly to participants based upon their average daily balance except for specific investments made on behalf of a particular fund. In these instances, Sections 53844 requires that the investment income be credited to the specific fund in which the investment was made.

The Board has established an "Investment Oversight Committee" in compliance with California Government Code Section 27131. Currently, the Committee is composed of the County Finance Director, the County Treasurer-Tax Collector, the County Superintendent of Schools, a school district representative and a public member at large. The purpose of the committee is to review the prudence of the County's investment policy, portfolio holdings and investment procedures, and to make any findings and recommendations known to the Board. As of September 29, 2004, the State no longer required the County to have a local oversight committee; however, the County has elected to maintain the committee.

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The committee is utilized by the County to safeguard public funds and to perform other internal control measures.

The PIF is currently rated "Aaa-bf" from Moody's Investors Service and "AAA/V1" rating from Fitch Ratings. There is no assurance that such ratings will continue for any given period of time or that any such rating may not be lowered, suspended or withdrawn entirely by the respective rating agency if, in the judgment of such rating agency, circumstances so warrant.

***Ad Valorem* Property Taxes**

General. Taxes are levied for each fiscal year on taxable real and personal property which is situated in the County as of the preceding January 1. However, upon a change in ownership of property or completion of new construction, State law permits an accelerated recognition and taxation of increases in real property assessed valuation. For assessment and collection purposes, property is classified either as "secured" or "unsecured" and is listed accordingly on separate assessment rolls. The "secured roll" is that assessment roll containing locally assessed property secured by a lien which is sufficient, in the opinion of the assessor, to secure payment of the taxes. Other property is assessed on the "unsecured roll."

The County levies a 1% property tax on behalf of all taxing agencies in the County. The taxes collected are allocated on the basis of a formula established by State law enacted in 1979. Under this formula, the County and all other taxing entities receive a base year allocation plus an allocation on the basis of growth in situs assessed value (new construction, change of ownership, inflation) prorated among the jurisdictions which serve the tax rate areas within which the growth occurs. Tax rate areas are specifically defined geographic areas which were developed to permit the levying of taxes for less than county wide or less than city wide special districts and school districts. In addition, the County levies and collects additional voter approved debt service and fixed charge assessments on behalf of any taxing agency and special districts within the County.

Property taxes on the secured roll are due in two installments, on November 1 and February 1. If unpaid, such taxes become delinquent after 5:00 p.m. on December 10 and April 10, respectively, and a ten percent penalty attaches. Property on the secured roll with unpaid delinquent taxes is declared tax-defaulted after 5:00 p.m. on June 30th. Such property may thereafter be redeemed by payment of the delinquent taxes, the ten percent delinquency penalty, a $38.63 administrative cost, a $36.77 per parcel redemption fee (from which the State receives five dollars), and redemption penalty of one and one half percent per month starting July 1 and continuing until date of redemption (collectively, the "Redemption Amount"). If taxes remain unpaid after five years on the default roll, the property becomes subject to a tax sale by the County Treasurer.

Property taxes on the unsecured roll are due as of January 1 lien date and become delinquent, if unpaid, on August 31. A ten percent penalty attaches to delinquent taxes on property on the unsecured roll and an additional penalty of one and one half percent per month begins to accrue on November 1. The taxing authority has four ways of collecting unsecured personal property taxes: (1) a civil action against the taxpayer; (2) filing a certificate in the office of the County Clerk specifying certain facts in order to obtain a judgment lien on certain property of the taxpayer; (3) filing a certificate of delinquency for recordation in the County Recorder's office in order to obtain a lien on certain property of the taxpayer; and (4) seizure and sale of personal property, improvements or possessory interests belonging or assessed to the taxpayer.

The following tables set forth the secured property tax roll and the unsecured property tax roll of the County for Fiscal Year 2005-06 through Fiscal Year 2015-16.

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COUNTY OF RIVERSIDE
***AD VALOREM* PROPERTY TAXES - LEVIES AND COLLECTIONS**
FISCAL YEARS 2005-06 THROUGH 2015-16
SECURED PROPERTY TAX ROLL[1]

Fiscal Year	*Secured Property Tax Levy*	*Current Levy Delinquent June 30*	*Percentage of Current Taxes Delinquent June 30[2]*	*Total Collections[3]*	*Percentage of Total Collections to Current Levy*
2005-06	$2,094,068,686	$ 88,930,195	4.25%	$2,122,973,130	101.38%
2006-07	2,559,448,076	180,175,146	7.04	2,533,225,935	98.98
2007-08	2,964,341,768	255,672,935	8.62	2,928,205,634	98.78
2008-09	3,029,936,136	222,218,035	7.33	3,146,419,870	103.84
2009-10	2,791,941,475	139,427,699	4.99	2,957,072,395	105.91
2010-11	2,698,915,858	95,454,538	3.54	2,826,336,496	104.72
2011-12	2,676,613,483	70,921,563	2.65	2,805,588,954	104.82
2012-13	2,677,034,057	58,215,544	2.17	2,800,820,511	104.62
2013-14	2,813,381,750	49,716,695	1.76	2,943,824,187	104.64
2014-15	3,014,259,026	46,145,916	1.53	3,152,661,477	104.59
2015-16	3,205,453,157	30,876,523	0.96	3,328,995,827	103.85

(1) The Levy and Collection data reflects the 1% levy allowed under Article XIIIA of the California Constitution and additional taxes levied for voter-approved debt and special assessments. Taxes for the County, cities, schools districts, special districts and redevelopment agencies are included in the totals.
(2) Under the Teeter Plan, participating agencies receive their full levy of current secured taxes regardless of delinquency rate, subject to roll corrections during the year. Prior year taxes are deposited to the Teeter Plan fund.
(3) Includes current and prior years' redemptions, penalties and interest in current secured and unsecured taxes.
Source: County Auditor-Controller.

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UNSECURED PROPERTY TAX ROLL[1]

Fiscal Year	*Unsecured Property Tax Levy*	*Total Collections[2]*	*Percentage of Total Collections to Original Levy[2]*
2005-06	$67,010,790	$65,220,783	97.33%
2006-07	71,315,299	70,418,974	98.74
2007-08	79,265,231	75,566,558	95.35
2008-09	88,531,578	86,067,900	97.22
2009-10	88,118,784	88,409,527	100.33
2010-11	86,326,418	82,483,361	95.55
2011-12	83,904,478	84,157,603	100.30
2012-13	83,848,832	78,686,704	93.84
2013-14	83,522,992	86,835,311	103.97
2014-15	84,869,586	89,749,581	105.75
2015-16[3]	84,381,854	$76,365,635[4]	90.50

[1] The Levy and Collection data reflects the 1% levy allowed under Article XIIIA of the California Constitution and additional taxes levied for voter-approved debt and special assessments. Taxes for the County, cities, schools districts, special districts and redevelopment agencies are included in the totals.
[2] Includes current and prior years' redemptions, penalties and interest in current secured and unsecured taxes.
[3] From Unsecured Extension for Fiscal Year 2015-16.
[4] Include Period 1 and 2 Current Unsecured Collections for Fiscal Year 2015-16.
Source: County Auditor-Controller.

State legislation enacted in 1984 established the "supplemental roll," which directs the County Assessor to re-assess real property, at market value, on the date the property changes ownership or upon completion of new construction. Property on the supplemental roll is eligible for billing 30 days after the reassessment and notification to the new assessee. The resultant charge (or refund) is a one-time levy on the increase (or decrease) in value for the period between the date of the change in ownership or completion of new construction and the date of the next regular tax roll upon which the assessment is entered.

Supplemental roll billings are made on a monthly basis and are due on the date mailed. If mailed within the months of July through October, the first installment becomes delinquent on December 10 and the second on April 10. If mailed within the months of November through June, the first installment becomes delinquent on the last day of the month following the month of billing. The second installment becomes delinquent on the last day of the fourth month following the date the first installment is delinquent. These assessments are subject to the same penalties and default procedures as the secured and unsecured rolls.

The following table sets forth the supplemental tax roll of the County for Fiscal Year 2005-06 through Fiscal Year 2015-16:

COUNTY OF RIVERSIDE
SUMMARY OF SUPPLEMENTAL ROLL
***AD VALOREM* PROPERTY TAXATION**
FISCAL YEARS 2005-06 THROUGH 2015-16

Fiscal Year	*Tax Levy for Increased Assessments[1],[2],[3]*	*Refunds for Decreased Assessments[1],[3]*	*Net Supplemental Tax Levy*	*Collections[1],[2]*

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2005-06	$334,571,225	$ 1,818,236	$332,752,989	$248,929,219
2006-07	344,014,168	2,948,680	341,065,488	301,767,959
2007-08	171,506,667	9,019,397	162,487,270	214,671,863
2008-09[4]	60,817,712	46,478,150	14,339,562	74,316,444
2009-10	27,019,730	35,212,651	(8,192,922)[5]	19,632,809
2010-11	34,612,092	27,686,887	6,925,205	16,813,302
2011-12	26,497,836	18,807,091	7,690,745	17,105,096
2012-13	35,389,177	16,720,188	18,668,989	23,487,988
2013-14	52,907,916	8,982,077	43,925,839	41,498,433
2014-15	68,579,326	7,954,074	60,625,253	56,319,752
2015-16	70,084,954	6,399,454	63,685,501	60,101,066

(1) These figures include tax levy, refunds and collections for all districts, including the County, cities, school districts, special districts and redevelopment agencies.
(2) Includes current and prior years' taxes, redemption penalties and interest collected.
(3) Tax levy amounts are shown net of minimum tax less than $10 and refunds are shown net of refunds of negative supplemental taxes less than $10.
(4) Changes from prior years due to decrease in housing values and lower transaction volume. See discussion below, following the table of Assessed Valuation History by Category and Property Type.
(5) The negative tax levy is a result of refunds exceeding the billed amounts.
Source: County Auditor-Controller/County Treasurer and Tax Collector.

The following table sets forth the assessed valuation by category and property type for Fiscal Year 2012-13 through Fiscal Year 2016-17:

COUNTY OF RIVERSIDE
ASSESSED VALUATION HISTORY BY CATEGORY AND PROPERTY TYPE[1]
FISCAL YEARS 2012-13 THROUGH 2016-17
(IN MILLIONS)

Category	*2012-13*	*2013-14*	*2014-15*	*2015-16*	*2016-17*
SECURED PROPERTY:					
Land	$ 63,549	$ 65,635	$ 69,805	$ 73,305	$ 76,443
Structures	132,077	138,000	150,275	160,030	169,097
Personal Property	887	878	919	875	829
Utilities	3,475	3,618	4,630	4,768	5,350
Total Secured	$199,988	$208,131	$225,629	$238,978	$251,719
UNSECURED PROPERTY:					
Land	$ 17	$ 13	$ 5	$ 9	$ 3
Structures	268	227	203	193	134
Improvements	3,683	3,683	3,519	3,543	3,738
Fixtures	3,895	3,691	3,700	3,736	4,083
Total Unsecured[2]	$ 7,863	$ 7,614	$ 7,427	$ 7,481	$ 7,958
GRAND TOTAL	$207,851	$215,745	$233,056	$246,459	$259,677

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(1) Assessed valuation is reported as of the Equalized Roll on or before August 20 of each year. Pursuant to Article XIIIA of the State Constitution (Proposition 13), property is valued for tax purposes at the 1975 fair market value, adjusted annually for inflation (not to exceed 2%). Generally, property is reassessed at fair market value upon change of ownership and for new construction.
(2) Represents total of categories set forth above; does not represent total tax roll values.
Source: County Auditor-Controller/County Assessor.

Housing prices have been showing increases in recent years. Assessed valuations can be reduced as a result of an assessment appeal or an assessor-initialized reduction. Property owners can appeal their initial valuation at the time of acquisition to establish their Proposition 13 basis. Subsequently, they may appeal the valuation under Proposition 8 to achieve a temporary reduction below the Proposition 13 value, as adjusted. The County Assessor is required under Proposition 8 to make reductions, should declines in market values call for such reductions.

In Fiscal Year 2010-11, the Assessor proactively reviewed all residential properties purchased after January 1, 1999, which encompassed approximately 400,000 properties. This resulted in a net decline in assessed valuation from the prior fiscal year of approximately 4.25%. In Fiscal Year 2011-12, the Assessor proactively reviewed all residential properties purchased after January 1, 1999, which resulted in a 1.5% decline in assessed valuation from the prior fiscal year. In Fiscal Year 2012-13, the Assessor proactively reviewed all residential properties purchased after January 1, 1999, which resulted in a 0.15% decline in assessed valuation from the prior fiscal year. In Fiscal Year 2013-14, the Assessor proactively reviewed all residential properties purchased after January 1, 1999, which resulted in a 0.15% decline in assessed valuation from the prior fiscal year. In Fiscal Years 2014-15, 2015-16 and 2016-17, there were no additional Proposition 8 reductions of significance. Assessed valuation in the County increased from Fiscal Year 2014-15 to Fiscal Year 2015-16 by approximately 5.78%, and increased from Fiscal Year 2015-16 to 2016-17 by approximately 5.08%.

Property Tax Appeals. The County received assessment appeals applicable to Fiscal Year 2015-16 totaling approximately $5.74 billion of assessed value. Successful appeals result in either a refund of taxes paid or a reduction to an unpaid tax bill. A total of $2.1 billion of assessed value was reduced from the County tax roll in Fiscal Year 2013-14 and Fiscal Year 2014-15 due to appeals, representing $21 million in general purpose taxes over the two-fiscal year period. Approximately 82.4% of the Fiscal Year 2014-15 assessment appeals have been completed. The majority of the remaining Fiscal Year 2014-15 assessment appeals are expected to be completed by November 30, 2016. **[update if possible]**

The County cannot predict with certainty the outcome of the assessment appeals that have been filed but not resolved. It is expected that the impact of the assessment appeals on the Fiscal Year 2016-17 budget will be determined primarily by two components: (i) the remainder of the Fiscal Year 2014-15 assessment appeals still to be completed; and (ii) a portion of the Fiscal Year 2015-16 assessment appeals being completed during Fiscal Year 2016-17.

Teeter Plan

In 1993, the County adopted the alternative method of secured property tax apportionment available under Chapter 3, Part 8, Division 1 (commencing section 4701) of the Revenue and Taxation Code of the State (also known as the "Teeter Plan"). This alternative method provides for funding each taxing entity included in the Teeter Plan with its total secured property taxes during the year the taxes are levied, including any amount uncollected at fiscal year-end. Under this plan, the County assumes an obligation under a debenture or similar demand obligation to advance funds to cover expected delinquencies, and, by such financing, its General Fund receives the full amount of secured property taxes levied each year and, therefore, no longer experiences delinquent taxes. In addition, the County's General Fund benefits from future collections of penalties and interest on all delinquent taxes collected on behalf of

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participants in this alternative method of apportionment. The penalties and interest, net of financing costs, are a substantial source of income for the County.

Upon adopting the Teeter Plan in 1993, the County was required to distribute to participating local agencies 95% of the then-accumulated secured roll property tax delinquencies and place the remaining 5% in the tax losses reserve fund, as described below. Taxing entities that maintain funds in the County Treasury are all included in the Teeter Plan; other taxing entities may elect to be included in the Teeter Plan. Taxing entities that do not elect to participate in the Teeter Plan will be paid as taxes are collected. In Fiscal Year 2015-16, approximately 56.06% of all taxing entities within the County participated in the Teeter Plan.

Pursuant to the Teeter Plan, the County is also required to establish a tax losses reserve fund to cover losses which may occur in the amount of tax liens as a result of special sales of tax defaulted property (i.e., if the sale price of the property is less than the amount owed). The amount required to be on deposit in the tax losses reserve fund is, at the election of the County, one of the following amounts: (1) an amount not less than 1% of the total amount of taxes and assessments levied on the secured roll for a particular year for entities participating in the Teeter Plan, or (2) an amount not less than 25% of the total delinquent secured taxes and assessments calculated as of the end of the fiscal year for entities participating in the Teeter Plan. The County's tax losses reserve fund will be fully funded, in accordance with the County's election to be governed by the first alternative, and this amount has consistently been sufficient to provide for any tax losses. Accordingly, any additional penalties and interest that otherwise would be credited to the tax losses reserve fund are credited to the County's General Fund.

Funding for the County's on-going obligations under the Teeter Plan was completed through the issue, in October 2015, of County of Riverside 2015 Series D Teeter Obligation Notes (Tax-Exempt) (the "2015 Notes") in the amount of $87.04 million. The proceeds of the 2015 Notes refunded the outstanding County of Riverside 2014 Teeter Obligation Notes, Series D originally issued in the amount of $99.36 million, funded an advance of unpaid property taxes for agencies participating in the Teeter Plan, and paid costs of issuance related to the Notes. The 2015 Notes funded approximately $35.74 million representing Fiscal Year 2014-15 delinquent property taxes and approximately $51.1 million representing prior years' delinquent property taxes. The 2015 Notes mature on October 12, 2016. The County's General Fund is pledged to the repayment of the 2015 Notes in addition to the pledge of the delinquent taxes in the event that delinquent taxes collected are not sufficient to repay the 2015 Notes. **[update]**

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Largest Taxpayers

The following table shows the 25 largest taxpayers by individual tax levied in the County for Fiscal Year 2015-16:

COUNTY OF RIVERSIDE
TWENTY-FIVE LARGEST TAXPAYERS IN FISCAL YEAR 2015-16
COMBINED TAX ROLLS[(1)]

TAXPAYER	*TOTAL TAXES LEVIED*	*PERCENTAGE OF TOTAL TAX CHARGE*
Southern California Edison Company	$ 43,869,534.00	1.30%
Southern California Gas Company	8,996,957.28	0.27
Verizon California, Inc.	7,870,960.26	0.23
CPV Sentinel, LLC	6,755,947.56	0.20
Chelsea GCA Realty Partnership	3,350,972.48	0.10
Inland Empire Energy Center, LLC	3,185,736.40	0.09
Tyler Mall LTD Partnership	2,986,022.70	0.09
Blythe Energy, LLC	2,959,867.64	0.09
Walgreen Co	2,951,190.08	0.09
KB Home Coastal Inc	2,811,503.04	0.08
Lennar Homes of Calif Inc	2,809,385.86	0.08
Castle & Cooke Corona Crossings	2,762,329.70	0.08
Standard Pacific Corp	2,710,859.36	0.08
Target Corp	2,698,330.04	0.08
Lowes HIW Inc	2,629,343.46	0.08
Wal Mart Real Estate Business Trust	2,542,374.38	0.08
Costco Wholesale Corp	2,494,424.76	0.07
Ross Dress for Less Inc	2,478,669.50	0.07
Palm Desert Funding Co	2,343,326.98	0.07
Roripaugh Valley Restoration	2,342,824.24	0.07
Garden of Champions	2,234,880.70	0.07
AT&T Mobility LLC	2,221,597.32	0.07
D R Horton Los Angeles Holding Co	2,186,746.34	0.06
Pardee Homes	2,024,202.82	0.06
Time Warner Cable Pacific West LLC	1,966,197.15	0.06
Total	**$ 122,184,184.05**	**3.62%**
Total Tax Charge for 2015-16	**$3,378,273,335.61**	

[(1)] Includes secured, unsecured and State-assessed property.
Source: County Treasurer and Tax Collector.

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The 10 largest property owners in the County by assessed value for all properties, for the Fiscal Year 2015-16 are shown below:

COUNTY OF RIVERSIDE
TEN LARGEST PROPERTY OWNERS IN FISCAL YEAR 2015-16
BY ASSESSED VALUE

ASSESSEE	*ASSESSED VALUE*
Eisenhower Memorial Hospital	$ 371,094,578
Kaiser Foundation Hospitals	340,654,689
Kaiser Foundation Health Plan Inc.	293,246,749
Ross Dress for Less Inc.	292,590,481
Walgreens Co.	268,003,498
Target Corp.	246,737,200
Chelsea GCA Realty Partnership	240,569,323
Costco Wholesale Corp.	233,526,214
Lowes HIW Inc.	208,018,184
Wal-Mart Real Estate Business Trust	199,795,313
Subtotal	$ 2,694,236,229
All Others	240,022,495,022
Total	$242,716,731,251[(1)]

[(1)] Excludes State assessed property. Does not reflect any applicable exemptions.
Source: County Assessor.

Other Taxing Entities

The County does not retain all of the property taxes it collects for its own purposes. The majority of property taxes collected by the County are disbursed to other agencies. For Fiscal Year 2014-15, the County retained approximately 12.22% of the total amount collected (and is budgeted to retain 12.24% in Fiscal Year 2015-16). The remainder is distributed according to State law (AB 8), which established a tax-sharing formula, and State redevelopment law (See "-Redevelopment Agencies" below). Taxes levied for the purpose of repaying general obligation debt, special taxes and assessments are applied to pay such obligations, less any allowable collection charges.

Redevelopment Agencies

The California Community Redevelopment Law (California Health and Safety Code Section 33000 *et seq.*) authorized the redevelopment agency of any city or county to issue bonds payable from the allocation of tax revenues resulting from increases in assessed valuation of properties within the designated project areas. In effect, local taxing authorities other than the redevelopment agency realize tax revenues on a portion of the taxes generated in a project area including: 1) on the "frozen" tax base; 2) for project areas adopted prior to January 1, 1994, local taxing authorities may receive an additional amount based on any negotiated agreements with redevelopment agencies to receive a share of tax increment proceeds; and, 3) for project areas adopted after January 1, 1994, local taxing authorities receive a pass-through payment based on statutory rules pursuant to section 33607.5 of the California Health and Safety Code. The net effect of the formation of a redevelopment area is to redistribute tax revenues away from the AB 8 formula. Redevelopment agencies generally receive the majority of the taxes to be allocated. Other taxing entities may receive a portion of the tax revenue pursuant to agreements negotiated with the redevelopment agency.

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The following table summarizes the community redevelopment agencies' frozen base value, full cash value increments, and total tax allocations for Fiscal Years 2005-06 through 2015-16.

COUNTY OF RIVERSIDE
COMMUNITY REDEVELOPMENT AGENCIES'
FROZEN BASE VALUE, FULL CASH VALUE INCREMENTS
AND TOTAL TAX ALLOCATIONS
FISCAL YEARS 2005-06 THROUGH 2015-16

Fiscal Year	*Frozen Base Value*	*Full Cash Value Increments*[(1)]	*Total Tax Allocations*[(2)(3)]
2005-06	$14,682,893,563	$42,414,898,724	$427,668,011
2006-07	14,555,513,591	52,411,876,802	529,173,451
2007-08	15,259,109,791	62,845,258,807	634,701,584
2008-09	15,257,041,079	66,803,157,176	673,622,251
2009-10	15,256,883,605	62,342,584,603	630,001,609
2010-11	15,980,487,099	58,188,212,570	586,318,387
2011-12	16,272,503,279	56,687,373,841	598,655,064
2012-13	16,352,697,201	56,178,718,338	594,476,134
2013-14	16,352,697,201	58,479,843,303	688,683,052
2014-15	16,352,691,201	62,266,158,988	729,793,564
2015-16	16,352,657,201	65,770,021,482	772,866,457

(1) Full cash value for all redevelopment projects (including County projects) above the "frozen" base year valuations. This data represents growth in full cash values generating tax revenues for use by the community redevelopment agencies and includes State assessed properties; has not been adjusted for negative project area increment.
(2) Actual cash revenues collected by the County and available to community redevelopment agencies, subject to certain negotiated agreements with taxing entities for a share of the property tax increment.
(3) Includes general purpose and debt; excludes negative increment.
Source: County Auditor-Controller.

Legislation enacted as part of the State's 2011 Budget Act ("ABx1 26") eliminated redevelopment agencies, with formal dissolution effective February 1, 2012. The County had previously formed a redevelopment agency with project areas in 45 unincorporated communities. In accordance with ABx1 26, the County redevelopment agency dissolved on February 1, 2012 and the County's Board of Supervisors is acting as the successor agency to the County's redevelopment agency. At the time of its dissolution, the County redevelopment agency had a total land area of 82,334 acres, a base year assessed value, including State-owned land, of $3,971,824,734, and a Fiscal Year 2011-12 assessed value of $8,266,787,927. In Fiscal Year 2011-12, the pass-through payment to the County's General Fund from the County's redevelopment agency totaled $1,600,443, and was offset in its entirety pursuant to Health and Safety Code Section 33607.5. As a consequence of the dissolution of redevelopment agencies, the County receives only a fraction of the pass-through payments from the County redevelopment agency it previously received, but these amounts were relatively modest and are largely offset by the County's receipt of its tax allocation under the AB 8 formula. As the result of the dissolution, the County is receiving a share of residual, unencumbered low and moderate housing and other asset funding. Through June, 2016, the County received approximately $8.3 million in residual funds for Fiscal Year 2015-16.

In Fiscal Year 2015-16, the County received approximately $97.3 million in pass-through payments pursuant to agreements with various city redevelopment agencies, and is projecting that it will receive approximately $100.2 million in Fiscal Year 2016-17. Pursuant to ABx1 26 and its following clarifying legislation, the County's negotiated pass-through agreements with these redevelopment

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agencies remain in full force and effect as enforceable obligations of the successor entity to each such redevelopment agency. **[update for final adopted budget as needed]**

Financial Statements and Related Issues

The County's accounting policies used in preparation of its audited financial statements conform to generally accepted accounting principles applicable to counties. The County's governmental funds and fiduciary funds use the modified accrual basis of accounting. This system recognizes revenues in the accounting period in which they become available and measurable. Expenditures, with the exception of unmatured interest on general long-term debt, are recognized in the accounting period in which the fund liability is incurred. Proprietary funds use the accrual basis of accounting, and revenues are recognized in the accounting period in which they are earned and become measurable, while expenses are recognized in the period during which they are incurred.

The State Government Code requires every county to prepare an annual financial report. The County Auditor-Controller prepares the "Annual Financial Report of the County of Riverside." Under the U.S. Single Audit Act of 1984 and State law, independent audits are required on all operating funds under the control of the Board of Supervisors and must be conducted annually. The County's financial statements for Fiscal Year 2014-15 were audited by Brown Armstrong Accountancy Corporation. See APPENDIX B—"THE COUNTY OF RIVERSIDE AUDITED FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDED JUNE 30, 2015."

The County adopted the provisions of GASB Statement No. 34 during fiscal year 2001-02. This statement affects the manner in which the County records transactions and presents financial information. GASB Statement No. 34 establishes new requirements and a new reporting model for the annual financial reports of state and local governments. GASB Statement No. 34 requires that financial statements be accompanied by a narrative introduction and analytical overview of the County's financial activities in the form of "management's discussion and analysis" (MD&A). In addition, the reporting model established by GASB Statement No. 34 includes financial statements prepared using full accrual accounting for all of the County's activities. This approach includes not just current assets and liabilities, but also capital and other long-term assets as well as long-term liabilities. The reporting model features a statement of net assets and a statement of activities. The statement of net assets is designed to display the financial position of the government. The County reports all capital assets, including infrastructure assets, in the government-wide statement of net assets and reports depreciation expense in the statement of activities. The statement of activities reports expenses and revenues in a format that focuses on the cost of each of the County's functions. The expense of individual functions is compared to the revenue generated directly by the function. Accordingly, the County has recorded other long-term assets and liabilities in the statement of net assets, and has reported all revenues and the cost of providing services under the accrual basis of accounting in the statement of activities. For further information on GASB Statement No. 34 and other changes in significant accounting policies, see Note 1 of the Notes to Basic Financial Statements, June 30, 2015, which are included in APPENDIX B—"THE COUNTY OF RIVERSIDE AUDITED FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDED JUNE 30, 2015."

Attachment: Riverside SWJC Remarketing Memorandum 2016(1) 4828-6340-1786 v.2 (2704 : Letter of Credit Substitution)

The following table sets forth the County's Statement of Revenues, Expenditures and Change in Unreserved Funds Balances-General Fund for Fiscal Year 2010-11 through 2014-15.

COUNTY OF RIVERSIDE
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES
IN UNRESERVED FUND BALANCES – GENERAL FUND
FISCAL YEARS 2010-11 THROUGH 2014-15
(In Thousands)

	2010–11	*2011–12*	*2012–13*	*2013–14*	*2014–15*
BEGINNING FUND BALANCE REVENUES	$ 386,486	$ 343,562	$ 336,598	$ 357,249	$ 364,6761
Taxes	221,807	216,746	246,144	256,746	267,708
Licenses, permits and franchises	18,187	17,648	16,442	16,588	17,829
Fines, forfeiture sand penalties	93,528	88,979	85,241	81,037	77,770
Use of money and property–Interest	8,196	4,740	1,676	4,629	4,372
Use of money and property–Rents and concessions	3,669	3,798	3,670	12,269	7,758
Government Aid–State	856,327	931,652	1,000,545	1,107,878	1,224,095
Government Aid–Federal	490,088	475,221	478,791	462,291	542,934
Governmental Aid-Other	82,147	80,332	81,169	83,169	94,217
Charges for current services	369,780	354,451	374,750	396,904	431,323
Other revenues	37,654	40,852	26,253	41,248	34,851
TOTAL REVENUES	$2,181,383	$2,214,419	$2,315,681	$2,462,759	$2,702,857
EXPENDITURES					
General government	$ 109,146	$ 127,195	$ 103,895	$ 106,045	$ 109,900
Public protection	1,025,584	1,010,999	1,043,017	1,116,621	1,189,466
Public ways and facilities	–	–	–	–	8
Health and sanitation	345,649	369,165	388,325	416,005	478,047
Public assistance	731,017	719,670	735,057	795,309	865,309
Education	548	579	564	586	590
Recreation and cultural	364	324	346	287	317
Capital Outlay	8,321	2,671	1,721	2,965	54,529
Debt service	24,829	21,426	19,576	15,475	12,877
TOTAL EXPENDITURES	$2,245,458	$2,252,029	$2,292,501	$2,453,293	$2,711,043
Excess (deficit) of revenues over (under) expenditures	(64,075)	(37,610)	23,180	9,466	(8,186)
OTHER FINANCING SOURCES (USES)					
Transfer from other reserves	$ 106,047	$ 123,587	$ 92,297	$ 95,017	$ 87,924
Transfer to other funds	(93,217)	(98,045)	(96,547)	(101,021)	(103,554)
Capital Leases	8,321	2,671	1,721	2,965	54,529
Total other Financing Sources (Uses)	$ 21,151	$ 28,213	$ (2,529)	$ (3,039)	$ 38,899
NET CHANGE IN FUND BALANCES[2]	$ (42,924)	$ (9,397)	$ 20,651	$ 6,427	$ 30,713
FUND BALANCE, END OF YEAR[1][2]	$ 343,562	$ 336,598	$ 357,249	$ 363,676	$ 395,389

[1] Restated.
[2] As of June 30, 2011, the County's financial statements reported fund balance in accordance with GASB Statement No. 54, which establishes fund balance classifications that comprise a hierarchy based primarily on the extent to which a government is bound to observe constraints imposed upon the use of the resources reported in governmental funds.
Source: County Auditor-Controller.

Attachment: Riverside SWJC Remarketing Memorandum 2016(1) 4828-6340-1786 v.2 (2704 : Letter of Credit Substitution)

The following table sets forth the County's General Fund balance sheets for Fiscal Years 2010-11 through 2014-15.

COUNTY OF RIVERSIDE
GENERAL FUND BALANCE SHEETS
AT JUNE 30, 2011 THROUGH JUNE 30, 2015
(In Thousands)

	2011	*2012*	*2013*	*2014*	*2015*
ASSETS:					
Cash & Marketable Securities	$160,887	$151,845	$128,655	$129,305	$133,487
Taxes Receivable	17,790	14,046	10,931	9,849	9,243
Accounts Receivable	12,771	9,196	9,167	11,281	10,846
Interest Receivable	1,119	643	687	650	785
Advances to Other Funds	3,692	3,342	3,342	5,842	7,442
Due from Other Funds	18,787	14,227	9,071	11,157	11,854
Due from Other Governments	276,656	328,817	308,532	333,728	317,901
Inventories	1,564	1,187	2,059	1,682	1,638
Prepaid items	277	298	818	—	—
Restricted Assets	283,095	299,673	307,452	350,158	358,985
Total Assets	$777,638	$823,274	$780,714	$853,652	$852,181
LIABILITIES:					
Accounts Payable	$84,116	$75,996	$24,234	$61,288	$24,756
Salaries & Benefits Payable	50,374	57,391	57,519	68,156	79,116
Due To Other Funds	2,639	1,466	9,190	248	2,172
Due to Other Governments	34,550	40,804	23,377	20,395	32,894
Deferred Revenue	260,343	311,003	66,855	65,929	48,535
Deposits Payable	2,054	16	19	61	43
Advances from other funds	—	—	—	5,000	—
Advances from grantors and third parties	—	—	242,271	268,899	269,276
Total Liabilities	$434,076	$486,676	$423,465	$489,976	$456,792
FUND BALANCE:[1]					
Nonspendable	$2,214	$1,834	$3,247	$2,045	$2,001
Restricted	98,552	101,651	101,440	117,595	122,967
Committed	50,097	52,439	42,183	32,820	39,422
Assigned	3,463	8,674	10,460	7,772	5,144
Unassigned	189,236	171,910[2]	199,919(2)	203,444	225,855
Fund Balance	$343,562	$336,598	$357,249	$363,676	$395,389
Total Liabilities and Fund Balance	$777,638	$823,274	$780,714	$853,652	$852,181

[1] As of June 30, 2011, the County's financial statements reported fund balance in accordance with GASB Statement No. 54, which establishes fund balance classifications that comprise a hierarchy based primarily on the extent to which a government is bound to observe constraints imposed upon the use of the resources reported in governmental funds.

[2] Annual fluctuations are due mainly to fluctuation in tax revenue, general government expenditures, interest earnings and State allocations.

Source: County Auditor-Controller

Attachment: Riverside SWJC Remarketing Memorandum 2016(1) 4828-6340-1786 v.2 (2704 : Letter of Credit Substitution)

COUNTY OF RIVERSIDE
GENERAL FUND BALANCES
AT JUNE 30, 2008 THROUGH JUNE 30, 2015
(In Thousands)

	Reserved	*Unreserved*	*Total*
2008	$84,466	$394,302	$478,768
2009	91,196	280,925	372,121
2010	90,374	296,112	386,486

	Nonspendable	*Restricted*	*Committed*	*Assigned*	*Unassigned*	*Total*
2011[(1)]	$2,214	$ 98,552	$50,097	$ 3,463	$189,236	$343,562
2012	1,834	101,651	52,439	8,764	171,910	336,598
2013	3,247	101,440	42,183	10,460	199,919	357,249
2014	2,045	117,595	32,820	7,772	203,444	363,676
2015	2,001	122,967	39,422	5,144	225,855	395,389

(1) As of June 30, 2011, the County's financial statements reported fund balance in accordance with GASB Statement No. 54, which establishes fund balance classifications that comprise a hierarchy based primarily on the extent to which a government is bound to observe constraints imposed upon the use of the resources reported in governmental funds.

Source: County Auditor-Controller.

Short-Term Obligations of County

On July 1, 2016, the County issued its 2016-17 Tax and Revenue Anticipation Note (the "2016-17 TRAN") in the principal amount of $340,000,000 to provide funds to meet the County's Fiscal Year 2016-17 General Fund expenditures, including current expenses, capital expenditures and prepayment of pension plan contributions. The 2016-17 TRAN is due on June 30, 2017. The 2016-17 TRAN is payable from taxes, income, revenues, cash receipts and other moneys of the County attributable to the County's 2016-17 Fiscal Year which are legally available for the payment thereof. The County has issued tax and revenue anticipation notes annually for over twenty consecutive years with timely repayment.

Long-Term Obligations of County

Since its formation in 1893, to the best knowledge of County officials, the County has never failed to pay the principal of or interest on any of its bonded indebtedness. As of August 15, 2016, the County had $889,831,745 in direct general fund obligations and $304,520,000 in pension obligation bond indebtedness, as reflected in the following table, and has no authorized but unissued general obligation debt. Set forth below is an estimated direct and overlapping debt report as of August 15, 2016. **[update]**

Attachment: Riverside SWJC Remarketing Memorandum 2016(1) 4828-6340-1786 v.2 (2704 : Letter of Credit Substitution)

COUNTY OF RIVERSIDE
ESTIMATED DIRECT AND OVERLAPPING OBLIGATIONS
(AS OF AUGUST 15, 2016)

2016-17 Assessed Valuation: $ 255,866,488,676 (includes unitary utility valuation)

OVERLAPPING TAX AND ASSESSMENT DEBT:	% Applicable	Debt 8/15/16
Metropolitan Water District	6.315%	$ 5,864,425
Community College Districts	1.188-100.	617,624,025
Unified School Districts	1.280-100.	2,503,704,146
Perris Union High School District	100.	114,315,877
Elementary School Districts	100.	74,556,391
City of Riverside	100.	11,390,000
Eastern Municipal Water District Improvement Districts	100.	34,540,000
Riverside County Flood Control, Zone 3-B and 4 Benefit Assessment District	100.	21,565,000
San Gorgonio Memorial Hospital District	100.	112,220,000
Community Facilities Districts	50.225-100.	2,863,774,575
Riverside County 1915 Act Bonds	100.	1,610,000
City and Special District 1915 Act Bonds (Estimated)	100.	204,894,050
TOTAL OVERLAPPING TAX AND ASSESSMENT DEBT		$ 6,566,058,489
DIRECT AND OVERLAPPING GENERAL FUND DEBT:		
Riverside County General Fund Obligations	**100.%**	**$ 889,831,745**[1]
Riverside County Pension Obligations	**100.**	**304,520,000**
Riverside County Board of Education Obligations	100.	935,000
School Districts General Fund and Lease Tax Obligations	1.280-100.	449,939,460
City of Corona General Fund Obligations	100.	44,030,186
City of Moreno Valley General Fund Obligations	100.	70,978,000
City of Indio General Fund Obligations	100.	19,730,000
City of Palm Springs Certificates of Participation and Pension Obligation Bonds	100.	138,085,352
City of Riverside Certificates of Participation	100.	227,416,284
City of Riverside Pension Obligation Bonds	100.	101,000,000
Other City General Fund Obligations	100.	67,361,843
Other Special District Certificates of Participation	100.	1,803,228
TOTAL GROSS DIRECT AND OVERLAPPING GENERAL FUND DEBT		$ 2,315,631,098
Less: **Riverside District Court Financing Corporation (100% supported from U.S. General Services Administration)**		**6,236,938**
TOTAL NET DIRECT AND OVERLAPPING GENERAL FUND DEBT		$ 2,309,394,160
OVERLAPPING TAX INCREMENT DEBT (Successor Agencies):		$ 2,485,524,218
GROSS COMBINED TOTAL DEBT		$11,367,213,805[2]
NET COMBINED TOTAL DEBT		$11,360,976,867

Ratios to 2016-17 Assessed Valuation:

Overlapping Tax and Assessment Debt	2.57%
Combined Gross Direct Debt ($1,194,351,745)	**0.47%**
Combined Net Direct Debt ($1,188,114,807)	**0.46%**
Gross Combined Total Debt	4.44%
Net Combined Total Debt	4.44%

Ratios to Successor Agency Redevelopment Incremental Valuation ($69,550,413,908):

Total Overlapping Tax Increment Debt	3.57%

(1) Excludes the County's 2016-17 Tax and Revenue Anticipation Notes and the Riverside County Infrastructure Financing Authority Lease Revenue Refunding Bonds, 2016 Series.
(2) Excludes tax and revenue anticipation notes, enterprise revenue, mortgage revenue and non-bonded capital lease obligations.
Source: California Municipal Statistics, Inc.

Attachment: Riverside SWJC Remarketing Memorandum 2016(1) 4828-6340-1786 v.2 (2704 : Letter of Credit Substitution)

Lease Obligations

The County has used nonprofit corporations and joint powers authorities to finance certain public facilities through the issuance of lease obligations. Pursuant to these arrangements, a nonprofit corporation or joint powers authority constructs or acquires facilities with the proceeds of lease revenue obligations, which are then leased to the County. Upon expiration of the lease, title to the facilities vests in the County.

As of August 1, 2016, the County's current outstanding lease obligations total $888,742,745. The County's annual lease obligation is approximately $86,975,766 and the maximum annual lease payment is $133,544,059. **[update]**

The table on the following page sets forth the County's outstanding lease obligations and the respective annual lease requirements as of August 1, 2016. **[update]**

Attachment: Riverside SWJC Remarketing Memorandum 2016(1) 4828-6340-1786 v.2 (2704 : Letter of Credit Substitution)

COUNTY OF RIVERSIDE
SUMMARY OF LEASE RENTAL OBLIGATIONS
(PAYABLE FROM THE COUNTY'S GENERAL FUND)
(AS OF AUGUST 1, 2016)

	Final Maturity Year	*Original Lease Amount*	*Obligations Outstanding*	*Annual Base Rental*
Riverside County Hospital Project, Leasehold Revenue Bonds:				
1997 Series A	2026	$41,170,073	$32,580,807	
1997 Series C	2019	3,265,000	3,265,000	
2012 Series A and B	2019	90,530,000	66,880,000	$19,524,497[1]
County of Riverside 1990 Taxable Variable Rate Certificates of Participation (Monterey Avenue)	2020	8,800,000	3,400,000	879,000[2]
Riverside County Palm Desert Financing Authority Lease Revenue Bonds 2008 Series A	2022	72,445,000	40,680,000	8,257,000
County of Riverside Certificates of Participation (2009 Larson Justice Center Refunding)[3]	2021	36,100,000	15,230,000	2,562,375
Riverside District Court Financing Corporation (United States District Court Project):				
Series 1999	2020	24,835,000	5,936,938	
Series 2002	2020	925,000	300,000	1,829,006[4]
County of Riverside Leasehold Revenue Bonds (Southwest Justice Center Project) 2008 Series A[5]	2032	78,895,000	73,830,000	6,426,602
County of Riverside Certificates of Participation (2007A Public Safety Commission Project)	2022	111,125,000	21,185,000	8,626,500
County of Riverside Southwest Communities Financing Authority Lease Revenue Bonds, Series 2008 A	2038	15,105,000	13,480,000	1,156,456
County of Riverside Certificates of Participation (2009 Public Safety Communication and Woodcrest Library Refunding Projects)[6]	2040	45,685,000	45,140,000	1,918,300
County of Riverside Monroe Park Building 2011 Lease Financing	2020	5,535,000	2,790,000	678,722
County of Riverside Certificates of Participation (2012 County Administrative Center Refunding Project)[7]	2031	33,360,000	28,330,000	2,509,388
County of Riverside Public Financing Authority (2012 Lease Revenue Refunding Bonds)[8]	2033	17,640,000	14,780,000	1,385,025
County of Riverside Leasehold Revenue Bonds (2013 Series A Public Defender/Probation Bldg and Riverside County Technology Solution Center Projects)	2043	66,015,000	63,920,000	4,278,588
Riverside Community Properties Development, Inc. Lease Revenue Bonds (2013 Riverside County Law Building Project)	2044	44,380,000	44,380,000	3,110,250
County of Riverside Lease Revenue Bonds (Courts Facilities Project), Series 2014 A & 2014 B (Taxable)[9]	2033	18,495,000	14,810,000	2,348,126
County of Riverside Public Financing Authority (2015 A Lease Revenue Bonds)	2046	325,000,000	325,000,000	15,596,900
County of Riverside Infrastructure Financing Authority (2015 A Lease Revenue Refunding Bonds)[10]	2037	72,825,000	72,825,000	5,889,031
TOTAL		$1,112,130,073	$888,742,745	$86,975,766

Attachment: Riverside SWJC Remarketing Memorandum 2016(1) 4828-6340-1786 v.2 (2704 : Letter of Credit Substitution)

(1) Total annual base rental for Riverside County Hospital Project, Leasehold Revenue Bonds. The 2012 Series A and B Bonds refunded the 1997 B Bonds. A portion of the proceeds of the 2012 Bonds was used to redeem the 1997 B Bonds and the remaining proceeds will be used to pay for improvements of the Medical Center Campus.
(2) Annual base rental estimated at assumed interest rate of 9%. The average interest rate for the twelve-month period ending May 31, 2016 was approximately 0.26%.
(3) The 2009 Larson Justice Center Refunding Project Refunded the 1998 Larson Center Refunding Project.
(4) Total annual base rental for Riverside District Court Financing Corporation (United States District Court Project).
(5) The 2008 Series A refunded the 2000 Series B SWJC Project.
(6) The 2009 Public Safety Communication and Woodcrest Library Refunding Project refunded the 2007B Public Safety Communication Refunding Project and the 2006 Capital Appreciation Notes.
(7) The 2012 County Administrative Refunding Project refunded the 2001 County Administrative Annex Project.
(8) The 2012 Public Financing Authority Lease Revenue Refunding Bonds refunded the 2003A Palm Desert Financing Authority Lease Revenue Bonds.
(9) The 2014 Series A & B (Taxable) County of Riverside Lease Revenue Bonds refunded the County of Riverside Certificates of Participation (Capital Facilities Project) 2003 Series B, County of Riverside Certificates of Participation (Historic Courthouse Project) 2003 Series A and the County of Riverside Court Financing Corporation Certificates of Participation (Bankruptcy Courthouse Acquisition Property).
(10) The 2015 Series A Infrastructure Financing Authority Lease Revenue Refunding Bonds refunded the County of Riverside Certificates of Participation (Capital Facilities Project) 2005 Series A, County of Riverside Certificates of Participation (Historic Courthouse Refunding Project) 2005 Series B and the County of Riverside Certificates of Participation (Capital Facilities Projects) 2006 A.

Source: County Executive Office.

Lease Lines of Credits

On February 4, 2013, the County entered into a $40 million multi-year lease line of credit with Banc of America Public Capital Corp. to finance various capital equipment needs of County departments. An additional $20 million extension of this lease line of credit was executed July 21, 2015, which was exhausted April 14, 2016. An additional lease line of credit with Banc of America Public Capital Corp. was approved by the County December 15, 2015 for $20 million with an option for an additional $20 million after the initial funds are exhausted. The County started using the additional lease line of credit April 14, 2016 and had an available balance of approximately $9.8 million of unused credit remaining as of August 2, 2016. **[update]**

Capital Lease Repurchase Agreements

On January 29, 2013, the County entered into a Master Equipment Lease Purchase Agreement with Banc of America Capital Corp. in the amount of $15,000,000 to finance the purchase and installation of Cisco voice, video, wireless and data converged network equipment to replace all of the County's phones, auto attendants, Interactive Voice Response System, call centers, voicemail and wireless networks. On June 25, 2013, the County entered into an amendment to the Master Equipment Lease Purchase Agreement to provide for an additional $3,250,000 in lease financing for additional equipment. As of August 1, 2016, approximately $8,000,000 principal amount remained outstanding under the original lease and $2,000,000 principal amount remained outstanding under the first amendment to the lease, which are scheduled to be repaid in full by 2019 and 2020, respectively. On September 22, 2015, the County entered into a subsequent Master Equipment Lease Purchase Agreement to finance the last of the required equipment in an additional amount of $6,380,000, of which approximately $4,600,000 remained outstanding as of August 1, 2016 and which is scheduled to be repaid in full by 2022. **[update]**

On October 30, 2014, the County entered into a Lease Purchase Agreement with Banc of America Public Capital Corp. in the amount of $54,573,300 to finance the purchase and installation of certain solar equipment for the purpose of reducing County energy costs. As of August 1, 2016, the entire principal owed under the Lease Purchase Agreement remained outstanding and is scheduled to be repaid in full by 2035. Lease payments are scheduled to begin September 30, 2016. **[update]**

Interest Rate Swap Agreements

The County adopted a written interest rate swap policy (the "Swap Policy") establishing the guidelines for the use of management of interest rate swaps as a method of lowering financing costs and

Attachment: Riverside SWJC Remarketing Memorandum 2016(1) 4828-6340-1786 v.2 (2704 : Letter of Credit Substitution)

reducing the risks associated with fluctuations in interest rates. The Swap Policy is reviewed annually to provide the appropriate internal framework to ensure that consistent objectives, practices, controls and authorizations are maintained to minimize the County's risk related to its debt portfolio.

Simultaneously with the issuance of the County's Leasehold Obligation Bonds (Southwest Justice Center Refunding) 2008 Series A (the Series 2008A Bonds described in this Remarketing Memorandum), the County entered into an amended and restated interest rate swap agreement with a notional amount of $76,300,000. The interest rate swap agreement was novated in January 2012 to substitute Wells Fargo Bank, N.A. as the new counterparty (the "Counterparty"). Under the swap agreement the County has an obligation to pay the Counterparty a fixed rate of 5.155 percent and the County receives 64 percent of one month LIBOR from the Counterparty. The bonds and the related swap agreement mature on November 1, 2032. The Counterparty was rated "Aa2" by Moody's, "AA-" by Standard & Poor's and "AA" by Fitch as of April 2016. Downgrade provisions specify that if the long-term senior unsecured debt rating of the Counterparty is withdrawn, suspended or falls below "BBB" (in the case of S&P) or "Baa2" (in the case of Moody's), the County or the party so downgraded is required to post collateral in the amount of its exposure. If the swap agreement is terminated and, at the time of such termination, the fair market value of the swap agreement was negative, the County would be liable to the Counterparty for a termination payment equal to the swap's fair market value. As of July 29, 2016, the swap agreement had a negative fair market value of approximately $29.2 million (based on the quoted market price from the Counterparty at such date). **[update]**

The County's regularly scheduled swap payments are insured by Assured Guaranty Corp. The swap agreement provides that if an "Insurer Event" occurs, whereby the insurer fails at any time to have one out of two of the following ratings: (i) a claims-paying ability rating of "A-" or higher from S&P, or (ii) a financial strength rating of "A3" or higher from Moody's, and only in the event that the County's ratings have also been downgraded to below the threshold level of "Baa2" from Moody's and "BBB" from S&P, the County would be required, within one business day of receiving a notice from the Counterparty, to either (A) provide an alternate credit support document acceptable to the Counterparty from a credit support provider with a claims paying ability rating of at least "AA-" from S&P and a financial strength rating of at least "Aa3" from Moody's or an unenhanced rating on its unsecured unsubordinated long-term debt of at least "AA-" from S&P and at least "Aa3" from Moody's, or (B) give notice to the Counterparty that it will thereafter be subject to the ISDA Credit Support Annex as both a Secured Party and a pledgor in accordance with the terms of such ISDA Credit Support Annex. As of April 2016, Assured Guaranty Corp. had a rating of "AA" by S&P and "A2" from Moody's. An explanation of the significance of the above ratings may be obtained from the applicable rating agency.

Employees

The following tables set forth the number of County employees for Fiscal Years 2006 through 2016.

Attachment: Riverside SWJC Remarketing Memorandum 2016(1) 4828-6340-1786 v.2 (2704 : Letter of Credit Substitution)

COUNTY OF RIVERSIDE
REGULAR EMPLOYEES
2006 THROUGH 2016

Year	*Regular Employees*[1]
2006	15,832
2007	17,584
2008	18,912
2009	18,013
2010	17,671
2011	17,764
2012	17,815
2013	18,728
2014	18,620
2015	19,244
2016[2]	19,404

(1) As of December 31st of each year. Excludes temporary and per diem employees.
(2) As of May 2, 2016. **[update if possible]**
Source: County Human Resources Department.

County employees comprise 13 bargaining units, plus another 7 unrepresented employee groups. The bargaining units are represented by six labor organizations. The two largest of these organizations are Service Employees International Union, Local 721 ("SEIU") and the Laborers International Union of North America ("LIUNA"), which represent approximately 72% of all County employees in a variety of job classifications. Salary, benefits and personnel items for management, confidential and other unrepresented employees which are exempt from collective bargaining, are governed by a County Resolution and Ordinance which contain provisions for these personnel related matters.

The County's non-management law enforcement employees (non-management), are represented by the Riverside Sheriffs' Association ("RSA"). Management employees of the law enforcement group are represented by the Riverside County Law Enforcement Management Unit ("LEMU"). The Public Defenders, County Counsel and Prosecuting Attorneys of the District Attorney's Office are represented by the Riverside County Deputy District Attorneys Association ("RCDDAA").

In Fiscal Year 2011-12, the County entered into collective bargaining agreements with all of its bargaining units. Most of the agreements cover a four to five year period, with the longest agreement extending to June 2017. As part of these agreements, the parties agreed to a phase out of the County's obligation to pay the employee's required member contributions towards retirement ("EPMC"). The elimination of the County's retirement obligation to pay employee's required member contributions produced significant annual savings. Member retirement contributions and County offsets of employee contributions are not included in the required employer contribution rates prepared by PERS.

The County's collective bargaining agreements with RSA and LIUNA expired on June 30, 2016. RSA has submitted to the County a request to bargain. The County does not expect bargaining to commence prior to June 24, 2016. Currently, RSA and LIUNA are in negotiations with the County. During the last 20 years, there has been no major County employee work stoppage. **[update]**

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COUNTY OF RIVERSIDE
LABOR ORGANIZATIONS[1]

Bargaining Units or Employee Group	*Number of Employees*	*Expiration Date of Contract*
Management, Confidential, and Other Unrepresented	1,413	N/A
Law Enforcement Management Unit (LEMU)	478	June 30, 2017
Riverside County Deputy District Attorneys' Association (RCDDAA)	383	June 30, 2017
Riverside Sheriffs' Association (RSA)	3,284	June 30, 2016
Service Employees International Union (SEIU)	7,150	November 30, 2016
Laborers' International Union of North America (LIUNA)	7,575	June 30, 2016
Total	20,283	

[1] Includes all County districts.
Source: County Human Resources Department.

Retirement Program

General. The County provides retirement benefits to all regular County employees through its contract with California Public Employees' Retirement System ("PERS"), a multiple-employer public sector employee defined benefit pension plan. The retirement plan, as amended, provides pension benefits for eligible employees in the Miscellaneous and Safety Plans (herein defined), with PERS. PERS provides service and disability retirement benefits, annual cost-of-living adjustments and death benefits to PERS members and beneficiaries. The retirement benefits are based on years of service, benefit factor (determined by age at retirement), and final compensation which is the highest average pay rate and special compensation during any consecutive one-year period of employment (for Tier 1 employees) or three-year period of employment (for Tier 2 and Tier 3 employees). The benefit calculation for members is the product of the benefit factor (based on age), years of service, and final compensation. Due to recent pension reform, the County's retirement plan currently includes three tier levels of benefits. **[update table if possible]**

COUNTY OF RIVERSIDE
EMPLOYEES PER RETIREMENT TIER[1]
(As of May 2, 2016)

Tier Level	*Number of Employees in Tier Level*
Tier 1	13,927
Tier 2	698
Tier 3	4,779
Total	19,404

[1] Excludes Temporary, Per Diem, and Seasonal Employees.
Source: County Human Resources Department.

Miscellaneous members, who qualify for retirement benefits based on their date of hire, are enrolled in one of three tiers of benefits Tier I (3% at 60), Tier II (2% at 60), or Tier III (2% at 62). Safety

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members, who qualify for retirement benefits based on their date of hire, are enrolled in one of three tiers of benefits Tier I (3% at 50), Tier II (2% at 50), or Tier III (2.7% at 57). The three tiers of retirement benefits all provide for cost-of-living adjustments of up to 2% per year after retirement. For further information on the County's pension obligations, see Note 20 of the Notes to Basic Financial Statements, June 30, 2015, which are included in APPENDIX B – "THE COUNTY OF RIVERSIDE AUDITED FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDED JUNE 30, 2015."

In September 2003, the County established the Pension Advisory Review Committee ("PARC"). The purpose of PARC is to develop a better institutional understanding of the County's pension plan (the "Plan"), currently managed by PERS and to advise the Board of Supervisors on important matters concerning the Plan. PARC reports annually to the Board of Supervisors on the performance of the Plan and evaluates strategies to address appropriate funding of the Plan.

The Board of Supervisors approved a second tier ("Tier II") level of retirement benefits for new Miscellaneous and Safety employees. On August 23, 2012, the County implemented a Tier II retirement benefit applicable to employees first employed by the County after August 23, 2012. The Tier II retirement benefit calculation is based on year of service, age, and the average monthly eligible wages earned during the highest three consecutive years of employment. The Tier II retirement benefit for Miscellaneous Plan members ranges from 1.092% at age 50 to 2.418% at age 63 and beyond. For Safety Plan members, the Tier II benefits range from 2% at age 50 to 2.7% at 55 and beyond. The plans also provide for cost-of-living adjustments of up to 2% per year after retirement.

On September 12, 2012, Governor Brown signed Assembly Bill 340, creating the Public Employees' Pension Reform Act ("PEPRA") and amending certain sections of the County Employees Retirement Law of 1937 (the "1937 Act"). The majority of the PEPRA changes first impacted the rates and benefit provisions on the June 30, 2013 valuation for Fiscal Year 2015-16 rates. Among other things, PEPRA created a new retirement benefit tier ("Tier III") for new employees/members entering public agency employment and public retirement system membership for the first time on or after January 1, 2013.

The new Tier III formulas for both Miscellaneous and Safety provide for a reduced benefit and was required to be implemented by all public agency employers unless the retirement formula in existence on December 31, 2012 had both a lower normal cost and lower benefit factor at normal retirement age. PEPRA requires that all new employees hired on or after January 1, 2013, pay at least 50% of the normal cost contribution. Tier III benefits are set 2% at 62 for Miscellaneous members and 2.7% at 57 for Safety members. PEPRA mandated all new members be subject to a pensionable compensation cap, which limits the annual salary that can be used to calculate final compensation for all new members. Adjustments to the limits are permitted annually based on changes to the Consumer Price Index (CPI) for all urban consumers. The normal cost contribution is the contribution set by the retirement system's actuary to cover the cost of current year of service. The County projects that the implementation of the Tier II and Tier III formulas will reverse the trend of increasing CalPERS contributions beginning in Fiscal Year 2022-23.

The County's PERS Contract. The following information concerning PERS is excerpted from publicly available sources that the County believes to be reliable; however, the County takes no responsibility as to the accuracy of such information and has not independently verified such information. PERS acts as a common investment and administrative agent for participating public entities within the State. PERS is a contributory plan deriving funds from employee and employer contributions and earnings from investments. PERS maintains two pension plans for the County, a Miscellaneous Plan (the "Miscellaneous Plan") and a Safety Plan (the "Safety Plan" and, together with the Miscellaneous Plan, the

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"PERS Plans"). The County contributes to PERS based on the annual actuarial valuation rates recommended by PERS.

The staff actuaries at PERS prepare an annual actuarial valuation which covers a fiscal year ending approximately 15 months before the actuarial valuation is prepared. The actuarial valuation expresses the County's required contribution rates in percentages of payroll, which is the percentage the County must contribute in the fiscal year immediately following the fiscal year in which the actuarial valuation is prepared (e.g., the County's contribution rates derived from the actuarial valuation as of June 30, 2014, which was prepared in October 2015, is effective for the County's Fiscal Year 2016-17). PERS rules require the County to implement the actuary's recommended rates.

In calculating the annual actuarially required contribution rates, the PERS actuary calculates on the basis of certain assumptions regarding the actuarial present value of the benefits that PERS will pay under the PERS Plans, which includes two components, the Normal Cost and the Unfunded Accrued Actuarial Liability (the "UAAL"). The normal cost represents the actuarial present value of benefits that are attributed to the current year, and the UAAL represents the actuarial present value of benefits that are attributed to past years. The UAAL represents an estimate of the actuarial shortfall between assets on deposit at PERS and the present value of the benefits that PERS will pay under the PERS Plans to retirees and active employees upon their retirement. The UAAL is based on several assumptions such as, the rate of investment return, average life expectancy, average age at retirement, inflation, salary increases and occurrences of disabilities. In addition, the UAAL includes certain actuarial adjustments such as, among others, the actuarial practice of smoothing losses and gains over multiple years (which is described in more detail below). As a result, the UAAL is an estimate of the unfunded actuarial present value of the benefits that PERS will distribute under the PERS Plans to retirees and active employees upon their retirement. It is not a fixed or hard expression of the liability the County owes to PERS under the PERS Plans. The County's actual liability under the PERS Plans could be materially higher or lower.

In March 2012, the PERS Board approved a change in the inflation assumption used in the actuarial valuations that set employer contribution rates. The inflation assumption was changed from 3% to 2.75%. The change impacted the inflation component of the annual investment return assumption, the long term payroll growth assumption and the individual salary increase assumptions as follows: (i) the annual assumed investment return has decreased from 7.75% to 7.50%; and (ii) reducing payroll growth from 3.25% to 3%. The change to the inflation assumption also impacted the cost of living adjustments and purchasing power protection allowances assumed in the actuarial valuations. The PERS Board also approved the amortization of gains and losses from Fiscal Years 2008-09 through 2010-11 over a fixed and declining 30-year period (rather than a rolling 30-year amortization).

In June 2012, the GASB issued Statement No. 68, which revises *and* establishes new financial reporting requirements for governments that provide their employees with pension benefits. Prior to implementing GASB 68, employers participating in a cost-sharing multiple-employer defined benefit pension plan (cost-sharing plan) administered by CalPERS did not need any additional information beyond what was included in CalPERS' audited financial statements. Similarly, employers participating in an agent multiple-employer defined benefit pension plan (agent plan) administered by CalPERS used information from the CalPERS funding actuarial valuation reports for accounting and financial reporting purposes. With the implementation of GASB 68, employers will be required to recognize a liability as employees accrue pension benefits. For the first time, employers will recognize their net pension liability, and pension expenses.

On April 17, 2013, the PERS Board approved a recommendation to change the PERS amortization and rate smoothing policies. Prior to this change, PERS employed an amortization and smoothing policy, which spread investment returns over a 15-year period while experience gains and

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losses were amortized over a rolling 30-year period. Effective with the June 30, 2013 valuations, PERS will no longer use an actuarial value of assets and will employ an amortization and smoothing policy that will spread rate increases or decreases over a 5-year period, and will amortize all experience gains and losses over a fixed 30-year period. The new amortization and smoothing policy will be used for the first time in the June 30, 2013 actuarial valuations. These valuations will be performed in the fall of 2014 set employer contribution rates for Fiscal Year 2015-16. The Fiscal Year 2015-16 rate for Miscellaneous was 15.429% and Safety was 23.585%. For complete updated inflation and actuarial assumptions, please contact PERS at California Public Employees Retirement System, Lincoln Plaza, 400 Q Street, Sacramento, CA 95811, Telephone: (888) 225-7377.

On February 19, 2014, the CalPERS Board of Administration adopted relatively modest changes to the current asset allocation that will reduce the expected volatility of returns. The adopted asset allocation is expected to have long-term blended returns that continue to support a discount rate assumption of 7.5%. The Board also approved several changes to the demographic assumptions that more closely align with actual experience. The most significant of these changes is the change in mortality improvement to acknowledge the greater life expectancies CalPERS is experiencing within its membership. The new actuarial assumptions will be used to set the FY 2016-17 contribution rates for public agency employers. The increase in liability due to new actuarial assumptions will be calculated in the 2014 actuarial valuation and will be amortized over a 20-year period with a 5-year ramp-up and a 5-year ramp-down, resulting in a total 30-year amortization period.

In addition to required County contributions, members are also obligated to make certain payments. The Tier I members' contribution rates are fixed at 8% of salaries for the Miscellaneous Plan and 9% of salaries for the Safety Plan. Tier II and Tier III contribution rates vary based on the terms of the collective bargaining agreements in effect and PEPRA. In addition to making annual contributions to PERS in accordance with the applicable actuarial valuation, the County has historically been obligated pursuant to collective bargaining arrangements to pay a portion of the employees' required contribution to PERS (these payments by the County are referred to herein as the "County Offsets of Employee Contributions").

Funding Status. The actuarial value of assets, the actuarial accrued liability and the funding status with respect to the Safety Plan and the Miscellaneous Plan are set forth under "— Historical Funding Status." In the actuarial valuation for the Miscellaneous Plan as of June 30, 2014, the most recent PERS actuarial valuation report, the PERS actuary recommended an employer contribution rate of 16.476% be implemented as the required rate for Fiscal Year 2016-17, which the County anticipates will result in a contribution to PERS of approximately $161.6 million for that fiscal year. In addition, the County will pay PERS for the Miscellaneous Plan approximately $293,000 in County Offsets of Employee Contributions for Fiscal Year 2016-17, which will result in a total contribution by the County to PERS for the Miscellaneous Plan for Fiscal Year 2016-17 of approximately $161.6 million. In the actuarial valuation for the Safety Plan as of June 30, 2014, the most recent PERS actuarial valuation report, the PERS actuary recommended an employer contribution rate of 26.57% be implemented as the required rate for Fiscal Year 2016-17, which the County anticipates will result in a contribution to PERS of approximately $85.7 million for that fiscal year. As of Fiscal Year 2016-17, the County no longer pays County Offsets of Employee Contributions to PERS for the Safety Plan.

Absent reforms, some of which have already been initiated by the County, contribution rates under the PERS Plans are expected to increase substantially over the next few years due to the significant investment losses during Fiscal Year 2008-09. While investment gains experienced in Fiscal Years 2009-10 through 2012-13 will offset some of the previous losses, recent investment returns have been substandard and an actuarial loss remains, requiring the County to pay the entire normal cost payment plus a portion of the UAAL that has resulted. It is also anticipated that employer contribution rates will

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increase as a result of the PERS Board approval of a lower discount rate of 7.5% down from 7.75%, with the stated intention of lowering the discount rate to 6.5% by 2035.

On February 17, 2005, the County issued its Taxable Pension Obligation Bonds, Series 2005A (the "2005 Pension Obligation Bonds") in the original principal amount of $400,000,000, the proceeds of which were used to fund approximately 90% of the County's estimated actuarial accrued liability as of February 17, 2005. The 2005 Pension Obligations Bonds remain outstanding in the principal amount of $304,520,000, with annual debt service payments of approximately $31,639,000. The payment to PERS resulted in a net pension asset of $396.9 million, $311.2 million of which was applied to the County's UAAL for the Miscellaneous Plan and $85.7 million of which was applied to the County's UAAL for the Safety Plan. According to Bartel, the 2005 Pension Obligation Bonds have resulted in a net gain to the County of approximately $72 million as of February 15, 2016. A liability management fund was established in connection with the 2005 Pension Obligation Bonds. By Board policy, each year in its annual report, PARC recommends to the Board whether the funds in the liability management fund should be applied to purchase 2005 Pension Obligations Bonds or to transfer the funds to PERS to reduce the County's PERS liability. In 2015, PARC recommended a transfer of the liability management fund balance of $3.3 million to PERS. The effect of such prepayments on the County's UAAL, if any, will depend on a variety of factors, including but not limited to future investment performance.

Historical Funding Status. The following two tables, for the Safety Plan and the Miscellaneous Plan, respectively, set forth the UAAL and funded status as of the valuation dates from June 30, 2009 through June 30, 2014 and the total employer contributions made by the County for Fiscal Year 2011-12 through Fiscal Year 2015-16. The two tables are based on PERS Actuarial Reports for those years:

HISTORICAL FUNDING STATUS
(Safety Plan)

Valuation Date June 30	*Unfunded Accrued Actuarial Liability*	*Funded Status (Actuarial Value)*	*Affects County Contribution for Fiscal Year*	*County Contribution Amount*[(1)]	*County Offsets of Employee Contributions*[(2)]
2009	$131,506,806	92.0%	2011-12	$60,667,388	$13,460,331
2010	184,737,814	89.8	2012-13	63,652,359	11,594,226
2011	286,064,497	85.9	2013-14	71,724,520	2,843,364
2012	225,792,281	89.2	2014-15	70,139,838	605,908
2013[(4)]	509,464,128	77.7	2015-16	73,878,291[(3)]	638,203[(3)]
2014	517,389,969	80.2	2016-17	85,699,103[(3)]	680,948[(3)]

(1) Figures listed are amounts paid by the County to PERS in the specific years and do not reflect all amounts paid by the County under the Safety Plan, as debt service with respect to the County's outstanding pension obligation bonds, or otherwise.

(2) Reductions from prior years due to staggered implementation of employee-paid retirement contributions beginning in Fiscal Year 2011-12. The County continues to offset 1.75% of contributions for Safety Plan members under Tier III (the employee contribution rate is 10.75%). The projected increase in Fiscal Year 2015-16 is due to increased payroll of that membership.

(3) Estimated amount; reflects Safety Plan membership, cost of living adjustment and contribution rates as of Fiscal Years 2015-16 and 2016-17.

(4) Beginning with the June 30, 2013, valuation Actuarial Value of Assets equals Market Value of Assets per CalPERS Direct Rate Smoothing Policy.

Source: PERS Actuarial Reports for June 30, 2009 through June 30, 2014 (UAAL and Funded Status) and the County (County Contribution Amount and County Offsets of Employee Contributions).

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HISTORICAL FUNDING STATUS
(Miscellaneous Plan)

Valuation Date June 30	*Unfunded Accrued Actuarial Liability*	*Funded Status (Actuarial Value)*	*Affects County Contribution for Fiscal Year*	*County Contribution Amount*[(1)]	*County Offsets of Employee Contributions*[(2)]
2009	$ 389,195,847	89.7%	2011-12	$103,892,326	$36,974,032
2010	444,330,905	89.2	2012-13	106,685,618	17,525,337
2011	538,055,042	87.9	2013-14	125,248,122	7,319,320
2012	536,480,531	88.6	2014-15	127,786,977	292,784
2013[(4)]	1,034,364,773	79.3	2015-16	136,169,803[(3)]	307,423[(3)]
2014	973,226,141	82.8	2016-17	161,587,239[(3)]	293,000[(3)]

(1) Figures listed are amounts paid by the County to PERS in the specific years and do not reflect all amounts paid by the County under the Miscellaneous Plan, as debt service with respect to the County's outstanding pension obligation bonds, or otherwise.

(2) Reductions from prior years due to staggered implementation of employee-paid retirement contributions beginning in Fiscal Year 2011-12. The County continues to pay 8% of the 8% required contributions for Miscellaneous Plan members who are covered by Riverside County Deputy District Attorney Association bargaining unit.

(3) Estimated amount; reflects Miscellaneous Plan membership, cost of living adjustment and contribution rates as of Fiscal Years 2015-16 and 2016-17.

(4) Beginning with the June 30, 2013 valuation Actuarial Value of Assets equals Market Value of Assets per CalPERS Direct Rate Smoothing Policy.

Source: PERS Actuarial Reports for June 30, 2009 through June 30, 2014 (UAAL and Funded Status) and the County (County Contribution Amount and County Offsets of Employee Contributions).

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A five-year schedule of the funding progress of the Safety Plan and the Miscellaneous Plan are presented in the following two tables:

SCHEDULE OF FUNDING PROGRESS
(Safety Plan)

Valuation Date June 30	*Accrued Liability (a)*	*Actuarial Value of Assets (b)*	*Unfunded Liability (a-b)*	*Funded Status (Actuarial Value) (b/a)*	*Annual Covered Payroll (c)*	*UAAL as a Percentage of Payroll ((a-b)/c)*	*Market Value of Assets (MVA)*	*Funded Ratio MVA*
2010	$1,809,467,588	$1,624,729,774	$184,737,814	89.8%	$265,165,399	69.7%	$1,279,783,747	70.7
2011	2,032,001,280	1,745,936,783	286,064,497	85.9	273,169,605	104.7	1,565,799,198	77.1
2012	2,086,406,405	1,860,614,124	225,792,281	89.2	261,703,717	86.3	1,567,404,726	75.1
2013	2,285,586,497	1,776,122,369[(1)]	509,464,128	77.7	271,367,032	187.7	1,776,122,369	77.7
2014	2,615,686,777	2,098,296,808	517,389,969	80.2	295,171,068	175.2	2,098,296,808	80.2

(1) Beginning with the June 30, 2013 valuation Actuarial Value of Assets equals Market Value of Assets per CalPERS Direct Rate Smoothing Policy.
Source: PERS Actuarial Reports for June 30, 2010 through June 30, 2014.

SCHEDULE OF FUNDING PROGRESS
(Miscellaneous Plan)

Valuation Date June 30	*Accrued Liability (a)*	*Actuarial Value of Assets (b)*	*Unfunded Liability (a-b)*	*Funded Status (Actuarial Value) (b/a)*	*Annual Covered Payroll (c)*	*UAAL as a Percentage of Payroll ((a-b)/c)*	*Market Value of Assets (MVA)*	*Funded Ratio MVA*
2010	$4,097,191,707	$3,652,860,802	$444,330,905	89.2%	$854,932,117	52.0%	$2,882,444,152	70.4%
2011	4,461,553,672	3,923,498,630	538,055,042	87.9	812,362,628	66.2	3,525,640,733	79.0
2012	4,708,881,750	4,172,401,219	536,480,531	88.6	836,418,298	64.1	3,520,189,846	74.8
2013	5,008,806,968	3,974,442,195[(1)]	1,034,364,773	79.3	856,593,282	120.8	3,974,442,195	79.3

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2014	5,656,121,103	4,682,894,962	973,226,141	82.8	897,506,714	108.4	4,682,894,962	82.8

(1) Beginning with the June 30, 2013 valuation Actuarial Value of Assets equals Market Value of Assets per CalPERS Direct Rate Smoothing Policy.
Source: PERS Actuarial Reports for June 30, 2010 through June 30, 2014

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The following table shows the percentage of salary which the County was responsible for contributing to PERS from Fiscal Year 2011-12 through Fiscal Year 2016-17 to satisfy its retirement funding obligations.

SCHEDULE OF EMPLOYER CONTRIBUTION RATES

Valuation Date June 30,	*Affects Contribution Rate for Fiscal Year:*	*Safety Plan*	*Miscellaneous Plan*
2009	2011-12	21.286%	13.112%
2010	2012-13	22.459	13.494
2011	2013-14	23.368	15.001
2012	2014-15	21.899	14.527
2013	2015-16	23.585	15.429
2014	2016-17	26.570	16.476

Source: PERS Actuarial Reports for June 30, 2009 through June 30, 2014.

Projected County Contributions. The County's projections with respect to the County contributions below reflect certain significant assumptions concerning future events and circumstances. The information and the related assumptions are future projections and are not to be construed as representations of fact or representation that in fact the information shown will be the correct amounts for the years indicated. Rather, these amounts reflect good faith estimates by the County taking into account a variety of assumptions. Variations in the assumptions may produce substantially different results. Actual results during the projection period may vary from those presented in the forecast, and such variations may be material. Accordingly, prospective investors are cautioned to view these estimates as general indications of trends and orders of magnitude and not as precise amounts.

During the 2013-14 Fiscal Year, based on PERS' experience in recent years, PERS adopted several changes to the PERS Plans, including the elimination of asset smoothing methodologies, a 25-year amortization period for future gains and losses, elimination of annual caps on increases, and other changes based on a new experience study, including mortality improvements and other demographic assumptions. The changes will impact the County's contribution rates beginning in Fiscal Year 2015-16 and will be fully implemented by Fiscal Year 2020-21. Based on its current analysis of the data, the County projects that its contribution rates will increase significantly during such period, to a contribution rate of approximately 24.2% of payroll for the Miscellaneous Plan and approximately 34.0% of payroll for the Safety Plan. A description of these projections and their underlying assumptions are included in the PARC report which is available on the County's website or upon request.

The County's projected contribution rates are affected by the market rate of return in the PERS Plans. There currently exists a difference between the actuarial value and the market value of the assets in the PERS Plans. An actuarial valuation of assets differs from a market valuation of assets in that an actuarial valuation reflects so-called smoothing adjustments, which spread the impact of gains and losses over multiple years. When the market asset return in the PERS Plans differs from the actuarial assumed rate of 7.50% in any fiscal year, the actuarial practice of smoothing losses over several years impacts the contribution rate until such differences are fully realized by the actuarial valuation. For example, when the market rate of return is below the assumed rate, the PERS Plans will realize a loss for actuarial purposes. Any such actuarial loss will be smoothed in a manner that the PERS Plans will only be impacted by a pre-determined portion of that loss in one fiscal year, which will act to gradually increase

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contribution rates in succeeding fiscal years. For further details on the smoothing policy of PERS, see "—The County's PERS Contract" above.

Other Retirement Plans. The County also provides a Defined Benefit Pension Plan (the "Plan") to employees who are not eligible for Social Security or PERS retirement benefits through the County. This plan is subject to Internal Revenue Code Section 401(a), and is self-funded and self-administered. Participants in the Plan are required to contribute 3.75% of their eligible compensation to the Plan in lieu of Social Security tax. Based on the actuarial valuation of June 30, 2015, the County's current required contribution level is 3.08% to maintain a funded ratio of over 80%. As of June 30, 2015, the plan was funded at 80%. The County's contribution to the Plan was $606,694 for Fiscal Year 2014-15 and is estimated to be approximately $540,800 for Fiscal Year 2015-16. The Plan's unfunded liabilities as of June 30, 2015 were approximately $3.5 million. Overall, the plan's unfunded actuarial accrued liability (UAAL) increased from the prior valuation due to the net result of the following: 1) demographic experience was different than expected, which resulted in a liability loss; 2) funding interest rate assumption changed from 6.5 percent to 6.0 percent; 3) lump sum interest changed from 6.0 percent to 5 percent, which resulted in higher liabilities; 4) assets were lower than expected due to unfavorable investment return on plan assets (0.41 percent compared to 6.5 percent assumed).

Other Post-Employment Benefits. The County provides certain post-retirement health insurance benefits to qualifying retired employees and their eligible dependents or survivors. Regular employees with a minimum service of five years and who are at least age 50 at retirement qualify to receive the post-retirement benefits.

The County obtained an actuarial valuation of its Post-Employment Health Benefits obligations, calculated in accordance with GASB Statement 45 as of July 1, 2015 (the "Health Benefits Valuation"), prepared by Aon Hewitt. Based on the combination of plans and contribution levels that the County offers, assuming an investment rate of 7.28%, the present value of benefits was estimated to be $46.2 million, the accrued actuarial liability was estimated to be $41.2 million and the annual normal cost was $0.65 million. If the accrued actuarial liability of $41.2 million were amortized over a 30-year period, the total annual required contribution (normal cost plus amortization amount) would have been $1.07 million.

The Board of Supervisors took action on October 25, 2006 to set aside $10 million as a contribution to the California Employers' Retiree Benefit Trust (the "OPEB Trust"). On November 7, 2007 the irrevocable OPEB Trust was established with PERS and a payment of $10.4 million was made to the OPEB Trust. On June 26, 2009, the County contributed an additional $2.2 million to the OPEB Trust. The pre-funding of OPEB through the use of the OPEB Trust allows the County to use different actuarial assumptions to determine the actuarial value of assets and liabilities, including assuming a higher rate of return on assets held in the OPEB Trust. According to the Health Benefits Valuation, the overall actions of the Board have reduced the County's OPEB present value of benefits from $237 million in 2006 to $47 million [as of July 1, 2015].

In May 2014, GASB issued an exposure draft of a statement that will change employer accounting and financial reporting for post-employment benefits other than pensions (OPEB). The impact is expected to be similar to that of GASB 67/68 for pension plans, which must be adopted for the Fiscal Year ending June 30, 2015. It is anticipated this new statement for OPEB would be effective for fiscal years beginning after December 15, 2016. The changes include moving unfunded liabilities from footnotes to the balance sheet creates the potential for more volatile periodic expense and a change in the discount rate basis.

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Riverside University Health System - Medical Center ("RUBS")

RUHS – Medical Center ("RUHS") is a 520,000 square foot tertiary care and Level II trauma facility, licensed for 439 beds. There are 362 licensed beds in the main acute-care hospital and 77 licensed beds in a separate psychiatric facility. RUHS has 12 operating rooms including one with a da Vinci Xi surgical robot, a helipad located directly adjacent to the trauma center, and digital radiology services, including magnetic resonance imaging (MRI) and computerized tomography (CT), and all single-bed rooms. There are also adult, pediatric and neonatal intensive care units, a birthing center and complete pulmonary services, including hyperbaric oxygen treatments. The RUHS provides services to patients covered by various reimbursement programs, principally Medi-Cal and Medicare, and some commercial insurance, while providing services to the uninsured.

The County has the responsibility for providing health care to all individuals, regardless of their ability to pay or insurance status. Declining and inadequate federal and State health care reimbursement, nonpayment by uninsured population and the costs of an older and sicker population, have placed significant demands on the County's health care system. These factors have negatively affected RUHS's financial performance over the past several years.

In 2013, the County retained Huron Consulting Group ("Huron") to provide consulting services designed to improve efficiencies and increase revenue at RUHS. The initial engagement is complete and Huron continues to monitor many of the initiatives to ensure they are sustained.

On November 26, 2013, the Board of Supervisors approved a temporary transfer of approximately $26 million to RUHS from the County's Waste Management Enterprise Fund to pay for the Huron engagement. RUHS is required to repay this loan, with interest calculated at the County's pool investment fund rate, beginning in 2016 through 2022. If RUHS is unable to timely repay this loan in full, any unpaid amounts will be transferred to the County's Waste Management Enterprise Fund from unencumbered amounts in the County's General Fund.

Based on its audited financial statements for the Fiscal Year ended June 30, 2015, RUHS reported a net income surplus of $57 million. This is a significant improvement over Fiscal Year 2013-14, when RUHS experienced a change in net position of negative $62 million, and over Fiscal Year 2012-13, when RUHS experienced a change in net position of negative $18.3 million. Much of the improvement was the result of significantly better operating performance resulting from 1) the impact of the Affordable Care Act (ACA) resulting in less charity care provided and 100% reimbursement of cost for the newly eligible population, 2) the favorable impact of the Huron engagement on labor and non-labor which management built upon during the fiscal year, and 3) the collection of receivables in excess of determined values at June 30, 2014 as a result of working with the managed care plans and payers.

In December 2015, California's Section 1115 Medicaid Demonstration Waiver, which funds hospitals and indigent care, was renewed for 5 years by the Centers for Medicare and Medicaid Services. The new waiver – entitled Public Hospital Reform and Incentives in Medi-Cal ("PRIME") -- will provide funding to shift the focus of care away from hospital-based and inpatient care and instead towards outpatient, primary, and preventive care. RUHS is organizing to ensure a pay-for-performance transformation that accomplishes the goal of continuing support, maximizing federal funds and improving the system of care for Riverside County. However, it is unknown at this time precisely how funding changes will affect RUHS's revenues, as the FY16 represents the first year of PRIME's new funding mechanisms.

For Fiscal Year 2015-16, consistent with its past practice, the County contributed approximately $10 million to RUHS from its tobacco settlement revenue receipts and $5 million in

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redevelopment pass through funds to pay for operating expenses and debt service on the main RUHS facility. The County has budgeted to make the same contributions in Fiscal Year 2016-17. Additionally, the County committed $10 million in Fiscal Year 2015-16 toward RUHS's new electronic records system. In Fiscal Year 2016-17, the County has budgeted to make general fund contributions to RUHS in the amount of $11 million, for a total of $26 million from tobacco settlement revenue receipts, redevelopment pass through funds and County General Fund funds. **[confirm/udpate]**

Insurance

The County is self-insured for short-term disability, unemployment insurance, general liability, medical malpractice and workers' compensation claims. General liability claims are self-insured to $2 million for each occurrence and the balance (to $25 million for each occurrence) is insured through CSAC Excess Insurance Authority. Medical malpractice is self-insured for the first $1.1 million for each claim with a $1.5 million limit on a claims made basis excess of the County's self-insured retention followed by a $20 million limits on an occurrence basis through CSAC Excess Insurance Authority. For a total limit of $21.5 million excess of the County's self-insured retention. Workers' compensation claims are self-insured to $2 million for each occurrence and the balance of statutory limits (unlimited) is insured through CSAC Excess Insurance Authority. Long-term disability income claims are fully insured by an independent carrier.

The property insurance program provides insurance coverage for all risks subject to a $50,000 per occurrence deductible; flood coverage is $100,000 per occurrence deductible within a 100-year flood zone and a $50,000 deductible outside of a 100-year flood zone. There is also a $190 million excess all risk and flood rooftop layer sitting excess above the towers for a total of $600 million in all risk limits for all towers. Earthquake coverage (covering scheduled locations and buildings equal to or greater than $1 million in value and lesser valued locations where such coverage is required by contract) has a sub-limit in each tower of $100 million with an additional $390 million excess rooftop limit combined for towers I through V. Earthquake is subject to a deductible equal to 5% of total value per building subject to a $100,000 minimum. Boiler and Machinery provides up to $100 million in limits, with a $5,000 deductible per event. The limits in each tower are shared with other counties on a per event basis. If a catastrophic event occurs and losses exceed the limits, the County would be responsible for such amounts.

The activities related to such programs are accounted for in internal service funds. Accordingly, estimated liabilities for claims filed or to be filed for incidents which have occurred through June 30, 2015 are reported in these funds. Where these funds have an unfunded liability, or insufficient reserves to cover all incurred but not reported claims, the County has developed a policy to manage the accumulated deficits at a reasonable level. Revenues of the internal service funds are primarily provided by other County funds and are intended to cover self-insured claim liabilities, insurance premiums and operating expenses. The combined cash balance in these funds as of June 30, 2015 was approximately $163.369 million.

Litigation

[update as needed] There is no action, suit or proceeding known to the County be pending or threatened, restraining or enjoining the execution or delivery of the Note or in any way contesting or affecting the validity of the foregoing or any proceedings of the County taken with respect to any of the foregoing. Although the County may, from time to time, be involved in legal or administrative proceedings arising in the ordinary course of its affairs, it is the opinion of the County that any currently-pending or known threatened proceedings will not materially affect the County's finances or impair its ability to meet its obligations.

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The County is currently involved in litigation brought by the Agua Caliente Band of Cahuilla Indians ("Agua Caliente") in federal court requesting a declaration that the County's assessment, levy, and collection of a possessory interest tax on non-tribal members on tribal and U.S. trust lands violates federal law. For Fiscal Year 2015-16, the total possessory interest tax for Agua Caliente's non-tribal member leases is estimated to be approximately $29,000,000, of which $3,500,000 is allocable to the County. Should Agua Caliente be successful, the County would be prohibited from assessing, levying, and collecting the possessory interest tax in the future. In addition, taxpayers could have the right to seek a refund of possessory interest taxes paid for the previous four years with interest. The County estimates that its total liability for such refunds would be approximately $14 million, plus accrued interest. The County denies the allegations of the complaint and is actively defending the action.

Approximately 240 taxpayers have filed two different lawsuits in Superior Court seeking refunds for such possessory interest taxes paid. The total amount of the claims is approximately $8,700,000, of which the County's share is approximately $1,132,000 plus interest. It is likely that if the taxpayers' suits are successful, others will also litigate similar claims. However, the County is defending the actions and expects to prevail.

In December 2014, a putative class action complaint was filed in federal court against the County. The complaint alleges that the County Department of Public Social Services violated the civil rights of the plaintiff and a class of similarly situated individuals by removing minor children from parental custody without a warrant and in the absence of exigent circumstances. The County has filed an answer denying all allegations and is defending the litigation. A class-certification motion is set for a hearing on February 8, 2017, at which time the County's exposure will be more certain. If a class is certified and the suit succeeds on the merits, the County's exposure could be substantial.

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APPENDIX B

COUNTY OF RIVERSIDE COMPREHENSIVE ANNUAL FINANCIAL REPORT FOR THE FISCAL YEAR ENDED JUNE 30, 2012

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APPENDIX C

BOOK ENTRY ONLY SYSTEM

None of the County, the Corporation, the Trustee or the Remarketing Agent can or do give any assurances that DTC, the Participants or others will distribute payments of principal of or interest on the Series 2008A Bonds paid to DTC or its nominee as the registered owner, or will distribute any prepayment notices or other notices, to the Beneficial Owners, or that they will do so on a timely basis or will serve and act in the manner described in this Remarketing Memorandum. None of the County, the Corporation, the Trustee or the Remarketing Agent is responsible or liable for the failure of DTC or any Participant to make any payment or give any notice to a Beneficial Owner with respect to the Series 2008A Bonds or an error or delay relating thereto.

The following information concerning The Depository Trust Company ("DTC"), New York, New York, and DTC's book-entry system has been obtained from sources that the County, the Corporation, the Trustee and the Remarketing Agent believe to be reliable, but none of the County, the Corporation, the Trustee or the Remarketing Agent takes responsibility for the accuracy thereof. Capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in this Remarketing Memorandum and in APPENDIX D—"SUMMARY OF THE PRINCIPAL LEGAL DOCUMENTS."

DTC will act as securities depository for the Series 2008A Bonds. The Series 2008A Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Series 2008A Bond certificate will be issued for each maturity of the Series 2008A Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of Series 2008A Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2008A Bonds on DTC's records. The ownership interest of each actual purchaser of each Series 2008A Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written

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confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2008A Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Series 2008A Bonds, except in the event that use of the book-entry system for the Series 2008A Bonds is discontinued.

To facilitate subsequent transfers, all Series 2008A Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Series 2008A Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2008A Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2008A Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Series 2008A Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Series 2008A Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Series 2008A Bond documents. For example, Beneficial Owners of Series 2008A Bonds may wish to ascertain that the nominee holding the Series 2008A Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Series 2008A Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Series 2008A Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Corporation, as the issuer of the Series 2008A Bonds, as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Series 2008A Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions, and dividend payments on the Series 2008A Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Corporation or the Trustee, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Trustee, or the Corporation, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Corportion or the Trustee, disbursement of such

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payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

A Beneficial Owner shall give notice to elect to have its Series 2008A Bonds purchased or tendered, through its Participant, to the Tender Agent, and shall effect delivery of such Series 2008A Bonds by causing the Direct Participants to transfer the Participant's interest in the Series 2008A Bonds, on DTC's records, to the Tender Agent. The requirement for physical delivery of the Series 2008A Bonds in connection with an optional tender or a mandatory purchase will be deemed satisfied when the ownership rights in the Series 2008A Bonds are transferred by Direct Participants on DTC's records and followed by a book-entry credit of tendered Series 2008A Bonds to the Tender Agent's DTC Account.

DTC may discontinue providing its services as depository with respect to the Series 2008A Bonds at any time by giving reasonable notice to the Corporation or the Trustee. Under such circumstances, in the event that a successor depository is not obtained, certificates for the Series 2008A Bonds are required to be printed and delivered in such principal amount or amounts, in authorized denominations, and registered in whatever name or names DTC shall designate.

The Corporation may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, certificates for the Series 2008A Bonds will be printed and delivered to DTC in such principal amount or amounts, in authorized denominations, and registered in whatever name or names DTC shall designate.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the Corporation and the County believe to be reliable, but the Corporation and the County do not take any responsibility for the accuracy thereof.

Risks Regarding the Book-Entry Only System

AS LONG AS CEDE & CO. OR ITS SUCCESSOR IS THE REGISTERED HOLDER OF THE SERIES 2008A BONDS, AS NOMINEE OF DTC, REFERENCES HEREIN TO THE REGISTERED HOLDERS OF THE SERIES 2008A BONDS SHALL MEAN CEDE & CO., AS AFORESAID, AND SHALL NOT MEAN THE BENEFICIAL OWNERS OF THE SERIES 2008A BONDS. ANY FAILURE OF DTC TO ADVISE ANY PARTICIPANT, OR OF ANY PARTICIPANT TO NOTIFY ANY BENEFICIAL OWNER, OF ANY NOTICE AND ITS CONTEXT OR EFFECT WILL NOT AFFECT THE VALIDITY OR SUFFICIENCY OF THE PROCEEDINGS RELATING TO THE REDEMPTION OF THE SERIES 2008A BONDS CALLED FOR REDEMPTION OR OF ANY OTHER ACTION PREMISED ON SUCH NOTICE. Each person for whom a Participant acquires an interest in the Series 2008A Bonds, as nominee, may desire to make arrangements with such Participant to receive a credit balance in the records of such Participant, and may desire to make arrangements with such Participant to have all notices of redemption or other communications to DTC, which may affect such person, forwarded in writing by such Participant and to receive notification of all interest payments.

NONE OF THE CORPORATION, THE COUNTY, THE TRUSTEE OR THE REMARKETING AGENT WILL HAVE ANY RESPONSIBILITY OR OBLIGATION WITH RESPECT TO THE PAYMENTS TO THE DIRECT PARTICIPANTS, ANY INDIRECT PARTICIPANTS OR THE BENEFICIAL OWNERS, THE SELECTION OF THE BENEFICIAL INTERESTS IN THE SERIES 2008A BONDS TO BE REDEEMED IN THE EVENT OF REDEMPTION OF LESS THAN ALL SERIES 2008A BONDS OF A PARTICULAR MATURITY OR THE PROVISION OF NOTICE TO THE DIRECT PARTICIPANTS, ANY INDIRECT PARTICIPANTS OR THE BENEFICIAL OWNERS WITH RESPECT TO THE SERIES 2008A BONDS. NO ASSURANCE CAN BE GIVEN BY THE CORPORATION, THE TRUSTEE OR THE REMARKETING AGENT THAT DTC, DIRECT

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PARTICIPANTS, INDIRECT PARTICIPANTS OR OTHER NOMINEES OF THE BENEFICIAL OWNERS WILL MAKE PROMPT TRANSFER OF PAYMENTS TO THE BENEFICIAL OWNERS, THAT THEY WILL DISTRIBUTE NOTICES, INCLUDING REDEMPTION NOTICES (REFERRED TO ABOVE), RECEIVED AS THE REGISTERED OWNER OF THE SERIES 2008A BONDS TO THE BENEFICIAL OWNERS, THAT THEY WILL DO SO ON A TIMELY BASIS, OR THAT DTC WILL ACT IN THE MANNER DESCRIBED IN THIS REMARKETING MEMORANDUM.

In the event the Corporation determines not to continue the book-entry system or DTC determines to discontinue its services with respect to the Series 2008A Bonds, and the Corporation does not select another qualified securities depository, the Corporation shall deliver one or more Series 2008A Bonds in such principal amount or amounts, in authorized denominations, and registered in whatever name or names, as DTC shall designate. In such event, transfer and exchanges of Series 2008A Bonds will be governed by the provisions of the Indenture.

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APPENDIX D

SUMMARY OF THE PRINCIPAL LEGAL DOCUMENTS

[To Come]

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APPENDIX E

CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (this "Certificate") is executed and delivered by the County of Riverside (the "County") as of December 1, 2008 in connection with the execution and delivery of the County of Riverside Variable Rate Demand Leasehold Revenue Refunding Bonds Series 2008A (Southwest Justice Center Refunding) (the "Bonds"). The Bonds are being executed and delivered pursuant to an Indenture of Trust, dated as of December 1, 2008 (the "Indenture"), by and among the County, the County of Riverside Asset Leasing Corporation (the "Corporation") and U.S. Bank National Association, as trustee (the "Trustee"). The Bonds are also being executed and delivered pursuant to a Resolution of the Board of Supervisors of the County adopted on November 25, 2008 (the "Resolution"). The County hereby covenants and agrees as follows:

Section 1. Purpose of Certificate. This Certificate is being executed and delivered by the County for the benefit of the Owners and Beneficial Owners (as defined below) of the Bonds and in order to assist the Participating Underwriters (as defined below, in complying with the Rule (as defined below).

Section 2. Definitions. In addition to the definitions set forth in the Trust Agreement, which apply to any capitalized term used in this Certificate unless otherwise defined in this Section, the following capitalized terms have the following meanings:

"*Annual Report*" means any Annual Report of the County provided by the County pursuant to, and as described in, Sections 3 and 4 of this Certificate.

"*Beneficial Owner*" means any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

"*Commission*" means the Securities and Exchange Commission.

"*Dissemination Agent*" means any person appointed in writing by the County to act as the County's agent in complying with the filing requirements of the Rule. As of the date of this Certificate, the County has not appointed a Dissemination Agent.

"*Listed Event*" means any of the events listed in Section 5(a) of this Certificate.

"*National Repository*" shall mean any Nationally Recognized Municipal Securities Information Repository for purposes of the Rule. The National Repositories currently approved by the Commission are currently found at http://www.sec.gov/info/municipal/nrmsir.htm.

"*Participating Underwriters*" means any of the original purchasers of the Bonds required to comply with the Rule in connection with the offering of the Bonds.

"*Repository*" means each National Repository and each State Repository.

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"*Rule*" means paragraph (b)(5) of Rule 15c2-12 adopted by the Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"*State Repository*" means any public or private repository or entity designated by the State of California as a state repository for the purpose of the Rule and recognized as such by the Commission. As of the date of this Certificate, there is no State Repository.

Section 3. Provision of Annual Reports.

(a) The County shall, or shall cause the Dissemination Agent to, not later than 60 days after the County normally receives its audited financial statements from its auditors in each year but in no event later than February 15, commencing with the report for the County's Fiscal Year ended June 30, 2008, provide to each Repository copies of an Annual Report of the County, which is consistent with the requirements of Section 4 of this Certificate. Each Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by reference other information as provided in Section 4 of this Certificate; provided that the audited financial statements of the County may be submitted separately from the balance of such Annual Report and later than the date required above for the filing of such Annual Report if it is not available by that date. The County shall provide a written certification with each Annual Report furnished to the Dissemination Agent and the Trustee to the effect that such Annual Report constitutes the Annual Report required to be furnished by the County hereunder. The Dissemination Agent and Trustee may conclusively rely upon such certification of the County. If the County's Fiscal Year changes, the County shall give notice of such change in the same manner as for a Listed Event under Subsection 5(c).

(b) Not later than 15 Business Days prior to the date specified in Subsection (a) above for providing an Annual Report to each Repository, the County shall provide such Annual Report to the Dissemination Agent (if one has been appointed) and to the Trustee (if the Trustee is not the Dissemination Agent). If the County is unable to provide to each Repository such Annual Report by the date specified in Subsection (a) above, the County shall send a notice to each Repository, the Municipal Securities Rulemaking Board and the State Repository, if any, in substantially the form of Exhibit A to this Certificate.

(c) The Dissemination Agent (if one has been appointed) shall:

(i) determine each year prior to the date for providing the Annual Report the name and address of each National Repository and each State Repository, if any; and

(ii) if the Annual Report has been furnished to the Dissemination Agent, file a report with the County certifying that the Annual Report has been provided pursuant to this Certificate, stating the date it was provided and listing each Repository to which it was provided.

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Section 4. Content of Annual Reports. The County's Annual Report shall contain or include by reference the following:

(a) The audited financial statements of the County for the Fiscal Year most recently ended, prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board and reporting standards as set forth by the State Controller in "State of California Accounting Standards and Procedures for Counties." If the County's audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Subsection 3(a) of this Certificate, the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement relating to the Bonds, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

(b) To the extent not included in the financial statements, the following type of information will be provided in one or more reports:

(i) assessed valuations, tax levies and delinquencies for real property located in the County for the Fiscal Year of the County most recently ended;

(ii) summary financial information on revenues, expenditures and fund balances for the County's total budget funds for the Fiscal Year of the County most recently ended;

(iii) summary financial information on the proposed and adopted budget of the County for the current Fiscal Year and any changes in the adopted budget;

(iv) summary of the aggregate annual debt obligations of the County as of the beginning of the current Fiscal Year;

(v) summary of the annual outstanding principal obligations of the County as of the beginning of the current Fiscal Year; and

(vi) the ratio of the County's outstanding debt to total assessed valuations as of the end of the Fiscal Year of the County most recently ended.

Any or all of the items listed above may be included by specific reference to other documents, including official statements or other disclosure documents of debt issues of the County or related public entities, which have been submitted to each Repository or the Commission. If the document included by reference is a final official statement, it must be available from the Municipal Securities Rulemaking Board. The County shall clearly identify each such other document so included by reference.

The contents, presentation and format of the Annual Reports may be modified from time to time as determined in the judgment of the County to conform to changes in accounting or disclosure principles or practices and legal requirements followed by or applicable to the County

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or to reflect changes in the business, structure, operations, legal form of the County or any mergers, consolidations, acquisitions or dispositions made by or affecting the County; provided that any such modifications shall comply with the requirements of the Rule.

Section 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, the County shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds, if material:

(i) principal and interest payment delinquencies;

(ii) non-payment related defaults;

(iii) unscheduled draws on debt service reserves reflecting financial difficulties;

(iv) unscheduled draws on credit enhancements reflecting financial difficulties;

(v) substitution of credit or liquidity providers, or their failure to perform;

(vi) adverse tax opinions or events affecting the tax status of the Bonds;

(vii) modifications to the rights of Owners of the Bonds;

(viii) bond calls other than mandatory sinking fund redemptions;

(ix) defeasances;

(x) release, substitution, or sale of property, if any, securing repayment of the Bonds; and

(xi) rating changes.

(b) Whenever the County obtains knowledge of the occurrence of a Listed Event, the County shall as soon as possible determine if such event would be material under applicable federal securities laws.

(c) If the County determines that knowledge of the occurrence of a Listed Event would be material under applicable federal securities laws, the County shall promptly file, or cause to be filed, a notice of such event with the Municipal Securities Rulemaking Board and the State Repository, if any. Notwithstanding the foregoing, notice of Listed Events described in Subsections (a)(viii) and (ix) above need not be given under this subsection any earlier than when the notice, if any, of the underlying event is given to Owners of affected Certificates pursuant to the Indenture.

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(d) The Trustee, if not the Dissemination Agent, shall, within 10 Business Days of obtaining actual knowledge of the occurrence of any of the Listed Events (with no obligation to determine the materiality thereof), contact the County, inform such person of the event, and request that the County promptly notify the Dissemination Agent, or if there is no Dissemination Agent, the Trustee, in writing whether or not to report the event pursuant to paragraph (b). For the purpose of this Certificate "actual knowledge" means actual knowledge at the principal corporate trust office of the Trustee by an officer of the Trustee with responsibility for matters related to the administration of the Indenture.

Section 6. Termination of Reporting Obligation. The County's obligations under this Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds or upon delivery to the County and to the Dissemination Agent (if any) of an opinion of nationally recognized bond counsel to the effect that continuing disclosure is no longer required. If such termination occurs prior to the final maturity of the Bonds, the County shall give notice of such termination in the same manner as for a Listed Event under Subsection 5(c).

Section 7. Dissemination Agent. The County may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent may resign by providing 60 days' written notice to the County. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the County pursuant to this Certificate.

Section 8. Amendment Waiver. Notwithstanding any other provision of this Certificate, the County may amend this Certificate, and any provision of this Certificate may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Subsection 3(a), Section 4, or Subsection 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal (including regulatory) requirements, change in law (including rules or regulations) or in interpretations thereof, or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted;

(b) The undertakings, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver either (i) is approved by the Owners of the Bonds in the same manner as provided in the Indenture for amendments to the Indenture with the consent of Owners of the Bonds, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Owners or Beneficial Owners of the Bonds.

Attachment: Riverside SWJC Remarketing Memorandum 2016(1) 4828-6340-1786 v.2 (2704 : Letter of Credit Substitution)

In the event of any amendment or waiver of a provision of this Certificate, the County shall describe such amendment in its next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or, in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the County. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Subsection 5(c), and (ii) the Annual Report for the year in which the change is made shall present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Section 9. Additional Information. Nothing in this Certificate shall be deemed to prevent the County from disseminating any other information, including the information then contained in the County's official statements or other disclosure documents relating to debt issuances, using the means of dissemination set forth in this Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Certificate. If the County chooses to include any information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is specifically required by this Certificate, the County shall have an obligation under this Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 10. Default. In the event of a failure of the County to comply with any provision of this Certificate, any Owner or Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the County to comply with its obligations under this Certificate. A default under this Certificate shall not be deemed an Event of Default under the Indenture with respect to the Bonds, and the sole remedy under this Certificate in the event of any failure of the County to comply with this Certificate shall be an action to compel performance, and no person or entity shall be entitled to recover monetary damages under this Certificate.

Section 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are expressly and specifically set forth in this Certificate and the County agrees, to the extent permitted by law, to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the County under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

Section 12. Beneficiaries. This Certificate shall inure solely to the benefit of the County, the Dissemination Agent, the Participating Underwriters, the Owners and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Attachment: Riverside SWJC Remarketing Memorandum 2016(1) 4828-6340-1786 v.2 (2704 : Letter of Credit Substitution)

Section 13. Governing Law. This Certificate shall be governed by the laws of the State of California and the federal securities laws.

Section 14. Filing With Central Post Office. Any filing under this Certificate may alternatively be made by transmitting such filing to the Texas Municipal Advisory Council as provided at http:www.disclosureusa.org unless the United States Securities and Exchange Commission has withdrawn the interpretive advice in its letter to the Texas Municipal Advisory Council dated September 7, 2004.

Section 15. Notices. Any notice required to be delivered to a party under this Certificate shall be deemed to have been sufficiently given or served for all purposes by being delivered or sent by telex or by being deposited, postage prepaid, in a post office letter box, addressed, as the case may be, as set forth below, or such other addresses as may have been filed in writing with the Dissemination Agent.

to the Trustee:	U.S. Bank National Association 550 S. Hope Street, Suite 500 Los Angeles, CA 90071 Attention: Corporate Trust Department
to the County:	County of Riverside County Administration Center 4080 Lemon Street, 4th Floor Riverside, CA 92501-3651 Attention: County Executive Officer

Attachment: Riverside SWJC Remarketing Memorandum 2016(1) 4828-6340-1786 v.2 (2704 : Letter of Credit Substitution)

Section 16. Counterparts. This Certificate may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the County and the Dissemination Agent (if any) shall preserve undestroyed, shall together constitute but one and the same instrument.

COUNTY OF RIVERSIDE

By _____
Authorized Officer

[Signature Page for Continuing Disclosure Certificate]

Attachment: Riverside SWJC Remarketing Memorandum 2016(1) 4828-6340-1786 v.2 (2704 : Letter of Credit Substitution)

EXHIBIT A

FORM OF NOTICE TO REPOSITORIES OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer:	County of Riverside, California
Name of Bond Issue:	$[_____] County of Riverside Variable Rate Demand Leasehold Revenue Refunding Bonds, Series 2008A (Southwest Justice Center Refunding)
Issuance Date:	December [__], 2008

NOTICE IS HEREBY GIVEN that the COUNTY OF RIVERSIDE (the "County") has not provided the Annual Report with respect to the above-named Bonds as required by Section 3 of the Continuing Disclosure Certificate, dated as of December 1, 2008, executed and delivered by the County. [The County anticipates that the Annual Report will be filed by _____].

Dated: _____

COUNTY OF RIVERSIDE

By _____
Authorized Officer

Attachment: Riverside SWJC Remarketing Memorandum 2016(1) 4828-6340-1786 v.2 (2704 : Letter of Credit Substitution)

APPENDIX F

OPINIONS OF BOND COUNSEL

[Remarketing Date]

County of Riverside Asset Leasing Corporation
Riverside, California

County of Riverside
Riverside, California

RE: *$71,140,000 County of Riverside Asset Leasing Corporation Variable Rate Demand Lease Revenue Refunding Bonds, Series 2008A (Southwest Justice Center Refunding)*

Ladies and Gentlemen:

[NP to update] The County of Riverside Asset Leasing Corporation Variable Rate Demand Lease Revenue Refunding Bonds, Series 2008A (Southwest Justice Center Refunding) in the aggregate principal amount of $71,140,000 (the "Bonds") were issued by the County of Riverside Asset Leasing Corporation (the "Corporation") pursuant to an Indenture of Trust dated as of December 1, 2008 (the "Original Indenture") by and between the Corporation, the County of Riverside, California (the "County") and U.S. Bank National Association, as trustee (the "Trustee"), as subsequently amended and supplemented by a First Supplemental Indenture of Trust, dated as of October 1, 2011 (the "Supplemental Indenture" and together with the Original Indenture, the "Indenture"), among the Corporation, the County and the Trustee. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Indenture.

Interest on and principal and purchase price of the Bonds have been payable from draws on a direct pay letter of credit issued on December 5, 2013 (the "Expiring Credit Facility") by Wells Fargo Bank, National Association (the "Prior Credit Facility Provider"). The Expiring Credit Facility expires by its terms on December 4, 2016. The County and the Corporation have determined to replace the Expiring Credit Facility with a direct pay letter of credit issued on the date hereof (the "Alternate Credit Facility") by MUFG Union Bank, N.A. (the "Alternate Credit Facility Provider") pursuant to a Letter of Credit and Reimbursement Agreement, dated as of [_____, 2016] (the "Reimbursement Agreement"), by and among the Corporation, the County and the Alternate Credit Facility Provider.

Pursuant to the Sections 702, 402(d) and 504 of the Indenture, the Bonds are subject to mandatory tender for purchase and remarketing upon the expiration of the Expiring Credit Facility and its replacement with the Alternate Credit Facility. Pursuant to Section 507 of the Indenture, payment of the purchase price for the tendered Bonds on the date hereof shall be made with the proceeds of a draw upon the Expiring Credit Facility and the remarketing proceeds shall be applied to reimburse the Prior Credit Facility Provider. Following the remarketing of the Bonds, interest on and principal and purchase price of the Bonds shall be payable from draws on the Alternate Credit Facility.

We have served as bond counsel to the County and the Corporation in connection with the replacement of the Expiring Credit Facility with the Alternate Credit Facility and the mandatory tender and remarketing of the Bonds, in each case as described above. In such capacity, we have reviewed the Indenture, the Reimbursement Agreement, the Alternate Credit Facility, the Tax and Nonarbitrage

Attachment: Riverside SWJC Remarketing Memorandum 2016(1) 4828-6340-1786 v.2 (2704 : Letter of Credit Substitution)

Certificate of the Corporation and the County dated December 10, 2008 (the "Tax Certificate"), opinions of counsel to the Corporation, the County and the Alternate Credit Facility Provider, certificates of the Corporation, the County, the Trustee, the Alternate Credit Facility Provider and Assured Guaranty Corporation as Bond Insurer, and others and such other documents, opinions and matters to the extent we deemed necessary to render the opinion set forth herein.

The opinion expressed herein is based on an analysis of existing laws, regulations, rulings and court decisions and covers certain matters not directly addressed by such authorities. Such opinion may be affected by actions taken or omitted or events occurring after the date hereof. We have not undertaken to determine, or to inform any person, whether any such actions are taken or omitted or events do occur or any other matters come to our attention after the date hereof, and we disclaim any obligation to update this opinion. We have assumed the genuineness of all documents and signatures presented to us (whether as originals or as copies) and the due and legal execution and delivery thereof by, and validity against, any party other than Corporation and the County. We have assumed, without undertaking to verify, the accuracy of the factual matters represented, warranted or certified in the documents, and of the legal conclusions contained in the opinions we reviewed. Furthermore, we have assumed compliance with all covenants and agreements contained in the Indenture and the Tax Certificate, including (without limitation) covenants and agreements compliance with which is necessary to assure that actions, omissions or events on and after the date of issuance of the Bonds have not caused and will not cause interest on the Bonds to be included in gross income for federal income tax purposes. We have not undertaken to determine compliance with any of such covenants and agreements or any other requirements of law, and, except as expressly set forth below, we have not otherwise reviewed any actions, omissions or events occurring after the date of issuance of the Bonds or the exclusion of interest on the Bonds from gross income for federal income tax purposes. Accordingly, no opinion is expressed herein as to whether interest on the Bonds is excludable from gross income for federal income tax purposes or as to any other tax consequences related to the ownership or disposition of, or the accrual or receipt of interest on, the Bonds. Nothing in this letter should imply that we have considered or in any manner reaffirm any of the matters covered in any opinion we rendered on the date of or in connection with issuance of the Bonds, including (without limitation) validity of the Bonds. We call attention to the fact that the rights and obligations under the Bonds, the Indenture and the Tax Certificate and their enforceability may be subject to bankruptcy, insolvency, reorganization, arrangement, fraudulent conveyance, moratorium and other laws relating to or affecting creditors' rights, to the application of equitable principles, to the exercise of judicial discretion in appropriate cases and to the limitations on legal remedies against public entities in the State of California. We express no opinion with respect to any indemnification, contribution, penalty, choice of law, choice of forum, choice of venue, waiver or severability provisions contained in the foregoing documents, nor do we express any opinion with respect to the state or quality of title to or interest in any of the assets described in or as subject to the lien of the Indenture or the accuracy or sufficiency of the description contained therein of, or the remedies available to enforce liens on, any such assets. Finally, we undertake no responsibility for the accuracy, completeness or fairness of any offering material relating to the Bonds in connection with the replacement of the Expiring Credit Facility with the Alternate Credit Facility, the mandatory tender of the Bonds, the remarketing of the Bonds or otherwise and express no opinion with respect thereto.

Based on and subject to the foregoing, and in reliance thereon, as of the date hereof, we are of the opinion that the replacement of the Expiring Credit Facility with the Alternate Credit Facility, the mandatory tender of the Bonds on the date hereof, and the remarketing of the Bonds in accordance with the provisions of the Indenture will not, in and of themselves, adversely affect the exclusion from gross income of interest on the Bonds for federal income tax purposes and State of California personal income tax.

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This opinion is furnished by us as bond counsel to the Corporation and the County for purposes of Section 702 of the Indenture. The foregoing opinion is limited to matters arising under the federal laws of the United States of America and the laws of the State of California. No attorney-client relationship has existed or exists between our firm and the Trustee or our firm and the Remarketing Agent in connection with the Bonds or by virtue of this opinion and we disclaim any obligation to update this opinion. This opinion is delivered to the addressees hereof pursuant to the Indenture and is not to be used or relied upon for any other purpose.

Respectfully Submitted,

Attachment: Riverside SWJC Remarketing Memorandum 2016(1) 4828-6340-1786 v.2 (2704 : Letter of Credit Substitution)

NIXON PEABODY LLP
ATTORNEYS AT LAW

Gas Company Tower
555 West Fifth St., 46th Floor
Los Angeles, California 90013-1010

December 10, 2008

County of Riverside Asset Leasing Corporation
Riverside, California

County of Riverside
Riverside, California

RE: *$78,895,000 County of Riverside Asset Leasing Corporation Variable Rate Demand Lease Revenue Refunding Bonds, Series 2008A (Southwest Justice Center Refunding)*

Ladies and Gentlemen:

We have acted as bond counsel in connection with the issuance by the County of Riverside Asset Leasing Corporation (the "Corporation") of $78,895,000 aggregate principal amount of its Variable Rate Demand Lease Revenue Refunding Bonds, Series 2008A (Southwest Justice Center Refunding) (the "Bonds"). The Bonds are authorized under the Articles of Incorporation of the Corporation and the laws of the State of California. The Bonds are being issued pursuant to an Indenture of Trust dated as of December 1, 2008 (the "Indenture"), by and among the Corporation, the County of Riverside, California (the "County") and U.S. Bank National Association, as trustee (the "Trustee"). Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Indenture.

As bond counsel, we have examined the Indenture, the Site Lease dated as of December 1, 2008 (the "Site Lease") between the County and the Corporation, the Facilities Lease dated as of December 1, 2008 between the Corporation and the County (the "Facilities Lease"), the Tax Certificate of the Corporation and the County dated the date hereof (the "Tax Certificate"), opinions of counsel to the Corporation, the County and the Trustee, certificates of the Corporation, the County, the Trustee and others, copies, certified to us as being true and complete, of the proceedings of the County and of the Corporation for the authorization and issuance of the Bonds, and such other documents, opinions and matters to the extent we deemed necessary to render the opinions set forth herein, although in doing so, we have not undertaken to verify independently the accuracy of the factual matters represented, warranted or certified therein, and we have assumed the genuineness of all signatures thereto.

The opinions expressed herein are based upon an analysis of existing laws, regulations, rulings and court decisions and cover certain matters not directly addressed by such authorities. Such opinions may be affected by actions taken or omitted or events occurring after the date hereof. We have neither undertaken to determine, nor to inform any person, whether any such actions are taken or omitted or events do occur or whether any other matters come to our attention after the date hereof. We express no opinion as to any provision in the Indenture, the

Attachment: Riverside SWJC Remarketing Memorandum 2016(1) 4828-6340-1786 v.2 (2704 : Letter of Credit Substitution)

Site Lease or the Facilities Lease with respect to the priority of any pledge or security interest, indemnification, or governing law. We advise you that we have not made or undertaken to make any investigation of the state of title to any of the real property or ownership of any personal property described in the Facilities Lease or the Site Lease, or of the accuracy or sufficiency of the description of such property contained therein, and we express no opinion with respect to such matters.

We have, with your approval, assumed that all items submitted to us as originals are authentic and that all items submitted as copies conform to the originals.

On the basis of such examination, our reliance upon the assumptions contained herein and our consideration of such questions of law as we considered relevant, and subject to the limitations and qualifications in this opinion, we are of the opinion that:

1. The Bonds constitute the valid and binding limited obligations of the Corporation;

2. The Indenture has been duly executed and delivered by, and constitutes the valid and binding obligation of, the Corporation and the County. The Indenture creates a valid pledge, to secure the payment of the principal of and interest on the Bonds, of the Revenues and any other amounts held by the Trustee in any fund or account established pursuant to the Indenture, other than amounts on deposit in the Rebate Fund, subject to the provisions of the Indenture permitting the application thereof for the purposes and on the terms and conditions set forth in the Indenture;

3. The Facilities Lease and the Site Lease have been executed and delivered by, and constitute the valid and binding obligations of, the Corporation and the County. The obligation of the County to make the Base Rental Payments during the terms of the Facilities Lease constitutes a valid and binding obligation of the County, payable from funds of the County lawfully available therefor; and

4. The Bonds are not a lien or charge upon the funds or property of the Corporation except to the extent of the aforementioned pledge. Neither the faith and credit nor the taxing powers of the County, the State of California or of any political subdivision thereof is pledged to the payment of the principal of or interest on the Bonds.

The opinions set forth in paragraphs 1 and 2 above assume that the Trustee has duly authenticated the Bonds and that the Indenture is legally valid, binding and enforceable agreement of the Trustee. In addition, the enforceability of the agreements, covenants and obligations described in paragraphs 1 and 2 above may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or affecting creditors' rights generally (including, without limitation, fraudulent conveyance laws). In addition, the enforceability of such agreements, covenants and obligations is subject to the effect of general principles of equity, including, without limitation, concepts of materiality, reasonableness, good faith and fair dealing, the possible unavailability of specific performance or injunctive relief, regardless of whether considered in a proceeding in equity or at law, and the limitations on legal remedies against government entities in the State of California. We express no opinion regarding the availability of equitable remedies.

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5. The Internal Revenue Code of 1986 (the "Code") sets forth certain requirements that must be met subsequent to the issuance and delivery of the Bonds for interest thereon to be and remain excluded from gross income for Federal income tax purposes. Noncompliance with such requirements could cause the interest on the Bonds to be included in gross income for Federal income tax purposes retroactive to the date of issue of the Bonds. Pursuant to the Indenture and the Tax Certificate, the County and the Corporation have covenanted to comply with the applicable requirements of the Code in order to maintain the exclusion of the interest on the Bonds from gross income for Federal income tax purposes pursuant to Section 103 of the Code. In addition, the County and the Corporation have made certain representations and certifications in the Indenture and the Tax Certificate. We have not independently verified the accuracy of those representations and certifications.

Under existing law, assuming compliance with the tax covenants described herein and the accuracy of the aforementioned representations and certifications, interest on the Bonds is excluded from gross income for Federal income tax purposes under Section 103 of the Code. We are also of the opinion that such interest is not treated as a preference item in calculating the alternative minimum tax imposed under the Code with respect to individuals and corporations. Interest on the Bonds is, however, included in the adjusted current earnings of certain corporations for purposes of computing the alternative minimum tax imposed on such corporations.

6. Interest on the Bonds is exempt from personal income taxes of the State of California under present state law.

Except as stated in the preceding three paragraphs, we express no opinion as to any other Federal or state tax consequences of the ownership, receipt of interest on or disposition of the Bonds. Furthermore, we express no opinion as to any Federal, state or local tax law consequences with respect to the Bonds, or the interest thereon, if any action is taken with respect to the Bonds or the proceeds thereof upon the advice or approval of other counsel.

No opinion is expressed herein on the accuracy, completeness or sufficiency of the Official Statement or other offering material relating to the Bonds. This opinion is expressly limited to the matters set forth above and we render no opinion, whether by implication or otherwise, as to any other matters. We assume no obligation to update or supplement this opinion to reflect any facts or circumstances which may hereafter come to our attention or any changes in laws which may hereafter occur.

We call attention to the fact that the opinions expressed herein and the exclusion of interest due on the Bonds from gross income for Federal income tax purposes may be affected by actions taken or omitted or events occurring or failing to occur after the date hereof. We have not undertaken to determine, or inform any person, whether any such actions are taken, omitted, occur or fail to occur.

Respectfully submitted,

Nixon Peabody LLP

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APPENDIX G

FINANCIAL GUARANTY INSURANCE POLICY

ASSURED GUARANTY
ENDURING FINANCIAL STRENGTH

Financial Guaranty Insurance Policy

Issuer:	County of Riverside Asset Leasing Corporation	**Policy No.:**	D-2008-1047
Obligations:	$78,895,000 Variable Rate Demand Leasehold Revenue Refunding Bonds Series 2008A (Southwest Justice Center Refunding)	**Premium:**	$795,266.80
		Effective Date:	December 10, 2008

Assured Guaranty Corp., a Maryland corporation ("**Assured Guaranty**"), in consideration of the payment of the Premium and on the terms and subject to the conditions of this Policy (which includes each endorsement hereto), hereby unconditionally and irrevocably agrees to pay to the trustee (the "**Trustee**") or the paying agent (the "**Paying Agent**") for the Obligations (as set forth in the documentation providing for the issuance of and securing the Obligations) for the benefit of the Holders, that portion of the Insured Payments which shall become Due for Payment but shall be unpaid by reason of Nonpayment.

Assured Guaranty will make such Insured Payments to the Trustee or the Paying Agent on the later to occur of (i) the date applicable principal or interest becomes Due for Payment, or (ii) the Business Day next following the day on which Assured Guaranty shall have Received a completed Notice of Nonpayment. If a Notice of Nonpayment by Assured Guaranty is incomplete or does not in any instance conform to the terms and conditions of this Policy, it shall be deemed not Received, and Assured Guaranty shall promptly give notice to the Trustee or the Paying Agent. Upon receipt of such notice, the Trustee or the Paying Agent may submit an amended Notice of Nonpayment. The Trustee or the Paying Agent will disburse the Insured Payments to the Holders only upon receipt by the Trustee or the Paying Agent, in form reasonably satisfactory to it of (i) evidence of the Holder's right to receive such payments, and (ii) evidence, including without limitation any appropriate instruments of assignment, that all of the Holder's rights to payment of such principal or interest Due for Payment shall thereupon vest in Assured Guaranty. Upon and to the extent of such disbursement, Assured Guaranty shall become the Holder of the Obligations, any appurtenant coupon thereto and right to receipt of payment of principal thereof or interest thereon, and shall be fully subrogated to all of the Holder's right, title and interest thereunder, including without limitation the right to receive payments in respect of the Obligations. Payment by Assured Guaranty to the Trustee or the Paying Agent for the benefit of the Holders shall discharge the obligation of Assured Guaranty under this Policy to the extent of such payment.

This Policy is non-cancelable by Assured Guaranty for any reason. The Premium on this Policy is not refundable for any reason. This Policy does not insure against loss of any prepayment premium or other acceleration payment which at any time may become due in respect of any Obligation, other than at the sole option of Assured Guaranty, nor against any risk other than Nonpayment.

Except to the extent expressly modified by any endorsement hereto, the following terms shall have the meanings specified for all purposes of this Policy. "**Avoided Payment**" means any amount previously distributed to a Holder in respect of any Insured Payment by or on behalf of the Issuer, which amount has been recovered from such Holder pursuant to the United States Bankruptcy Code in accordance with a final, nonappealable order of a court having competent jurisdiction that such payment constitutes an avoidable preference with respect to such Holder. "**Business Day**" means any day other than (i) a Saturday or Sunday, (ii) any day on which the offices of the Trustee, the Paying Agent or Assured Guaranty are closed, or (iii) any day on which banking institutions are authorized or required by law, executive order or governmental decree to be closed in the City of New York or in the State of Maryland. "**Due for Payment**" means (i) when referring to the principal of an Obligation, the stated maturity date thereof, or the date on which such Obligation shall have been duly called for mandatory sinking fund redemption, and does not refer to any earlier date on which payment is due by reason of a call for redemption (other than by mandatory sinking fund redemption), acceleration or other advancement of maturity (unless Assured Guaranty in its sole discretion elects to make any principal payment, in whole or in part, on such earlier date) and (ii) when referring to interest on an Obligation, the stated date for payment of such interest. "**Holder**" means, in respect of any Obligation, the person or entity who, at the time of Nonpayment, is entitled under the terms of such Obligation to payment of principal or interest thereunder, except that Holder shall not include the Issuer or any person or entity whose direct or indirect obligation constitutes the underlying security for the Obligations. "**Insured Payments**" means that portion of the principal of and interest on the Obligations that shall become Due for Payment but shall be unpaid by reason of Nonpayment. Insured Payments shall not include any additional amounts owing by the Issuer solely as a result of the failure by the Trustee or the Paying Agent to pay such amount when due and payable, including without limitation any such additional amounts as may be attributable to penalties or to interest accruing at a default rate, to amounts payable in respect of indemnification, or to any other additional amounts payable by the Trustee or the Paying Agent by reason of such failure. "**Nonpayment**" means, in respect of an Obligation, the failure of the Issuer to have provided sufficient funds to the Trustee or the Paying Agent for payment in full of all principal and interest Due for Payment on such Obligation. It is further understood that the term "Nonpayment" in respect of an Obligation includes any Avoided Payment. "**Receipt**" or "**Received**" means actual receipt or notice of or, if notice is given by

Assured Guaranty Corp.
1325 Avenue of the Americas
New York, NY 10019
main 212 974 0100 info@assuredguaranty.com
fax 212 581 3268
www.assuredguaranty.com

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overnight or other delivery service, or by certified or registered United States mail, by a delivery receipt signed by a person authorized to accept delivery on behalf of the person to whom the notice was given. Notices to Assured Guaranty may be mailed by registered mail or personally delivered or telecopied to it at 1325 Avenue of the Americas, New York, New York 10019, Telephone Number: (212) 974-0100, Facsimile Number: (212) 581-3268, Attention: Risk Management Department - Public Finance Surveillance, with a copy to the General Counsel, or to such other address as shall be specified by Assured Guaranty to the Trustee or the Paying Agent in writing. A Notice of Nonpayment will be deemed to be Received by Assured Guaranty on a given Business Day if it is Received prior to 12:00 noon (New York City time) on such Business Day; otherwise it will be deemed Received on the next Business Day. "**Term**" means the period from and including the Effective Date until the earlier of (i) the maturity date for the Obligations, or (ii) the date on which the Issuer has made all payments required to be made on the Obligations.

At any time during the Term of this Policy, Assured Guaranty may appoint a fiscal agent (the "**Fiscal Agent**") for purposes of this Policy by written notice to the Trustee or the Paying Agent, specifying the name and notice address of such Fiscal Agent. From and after the date of Receipt of such notice by the Trustee or the Paying Agent, copies of all notices and documents required to be delivered to Assured Guaranty pursuant to this Policy shall be delivered simultaneously to the Fiscal Agent and to Assured Guaranty. All payments required to be made by Assured Guaranty under this Policy may be made directly by Assured Guaranty or by the Fiscal Agent on behalf of Assured Guaranty. The Fiscal Agent is the agent of Assured Guaranty only, and the Fiscal Agent shall in no event be liable to the Trustee or the Paying Agent for any acts of the Fiscal Agent or any failure of Assured Guaranty to deposit, or cause to be deposited, sufficient funds to make payments due under this Policy.

To the fullest extent permitted by applicable law, Assured Guaranty hereby waives, in each case for the benefit of the Holders only, all rights and defenses of any kind (including, without limitation, the defense of fraud in the inducement or in fact or any other circumstance that would have the effect of discharging a surety, guarantor or any other person in law or in equity) that may be available to Assured Guaranty to deny or avoid payment of its obligations under this Policy in accordance with the express provisions hereof. Nothing in this paragraph will be construed (i) to waive, limit or otherwise impair, and Assured Guaranty expressly reserves, Assured Guaranty's rights and remedies, including, without limitation: its right to assert any claim or to pursue recoveries (based on contractual rights, securities law violations, fraud or other causes of action) against any person or entity, in each case, whether directly or acquired as a subrogee, assignee or otherwise, subsequent to making any payment to the Trustee or the Paying Agent, in accordance with the express provisions hereof, and/or (ii) to require payment by Assured Guaranty of any amounts that have been previously paid or that are not otherwise due in accordance with the express provisions of this Policy.

This Policy (which includes each endorsement hereto) sets forth in full the undertaking of Assured Guaranty with respect to the subject matter hereof, and may not be modified, altered or affected by any other agreement or instrument, including, without limitation, any modification thereto or amendment thereof. THIS POLICY IS NOT COVERED BY THE PROPERTY/CASUALTY INSURANCE SECURITY FUND SPECIFIED IN ARTICLE 76 OF THE NEW YORK INSURANCE LAW. This Policy will be governed by, and shall be construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, Assured Guaranty has caused this Policy to be affixed with its corporate seal, to be signed by its duly authorized officer, and to become effective and binding upon Assured Guaranty by virtue of such signature.

[redacted]

ASSURED GUARANTY CORP.

By: _____
John Tobin
Managing Director

Signature attested to by:

_____
Counsel

Attachment: Riverside SWJC Remarketing Memorandum 2016(1) 4828-6340-1786 v.2 (2704 : Letter of Credit Substitution)

NOTICE OF NONPAYMENT

Assured Guaranty Corp.
1325 Avenue of the Americas
New York, New York 10019
Attention: Risk Management Department - Public Finance Surveillance and General Counsel

The undersigned, [a duly authorized officer of [TRUSTEE][PAYING AGENT]] (the "**Trustee**" or the "**Paying Agent**"), hereby certifies to Assured Guaranty Corp. ("**Assured Guaranty**") with reference to Financial Guaranty Insurance Policy No. _____ (the "**Policy**"), that:

(i) The deficiency with respect to the Insured Payment that is Due for Payment and unpaid by reason of Nonpayment on [insert applicable payment date] is $[insert applicable amount] (the "**Deficiency Amount**").

(ii) The [Trustee][Paying Agent] is making a claim under the Policy for the Deficiency Amount.

(iii) The [Trustee][Paying Agent] agrees that, following payment by Assured Guaranty made with respect to the Deficiency Amount which is the subject of this Notice of Nonpayment, it will (a) cause such amounts to be applied directly to the payment of the applicable Insured Payment; (b) insure that such funds are not applied for any other purpose; and (c) cause an accurate record of such payment to be maintained with respect to the appropriate Insured Payment(s), the corresponding claim on the Policy, and the proceeds of such claim.

(iv) The [Trustee][Paying Agent], on behalf of the Holders, hereby assigns to Assured Guaranty all rights of the [Trustee][Paying Agent] and the Holders with respect to the Obligations to the extent of any payments under the Policy, including without limitation any amounts due to the Holders in respect of securities law violations arising from the offer and/or sale of the Obligations; provided, that payments to Assured Guaranty in respect of the foregoing assignment shall in all cases be subject to and subordinate to the rights of the Holders to receive all payments in respect of the Obligations. The foregoing assignment is in addition to, and not in limitation of, rights of subrogation otherwise available to Assured Guaranty in respect of such payments. The [Trustee][Paying Agent][Holder] shall take such action and deliver such instruments as may be reasonably requested or required by Assured Guaranty to effectuate the purpose or provisions of this paragraph (iv).

(v) The [Trustee][Paying Agent], on its behalf and on behalf of the Holders, hereby appoints Assured Guaranty as agent and attorney-in-fact for the [Trustee][Paying Agent] and each such Holder in any legal proceeding with respect to the Obligations. The [Trustee][Paying Agent] hereby agrees that, so long as Assured Guaranty shall not be in default in its payment obligations under the Policy, Assured Guaranty may at any time during the continuation of any proceeding by or against the Issuer under the United States Bankruptcy Code or any other applicable bankruptcy, insolvency, receivership, rehabilitation or similar law (an "**Insolvency Proceeding**") direct all matters relating to such Insolvency Proceeding, including, without limitation, (A) all matters relating to any claim in connection with an Insolvency Proceeding seeking the avoidance as a preferential transfer of any payment made with respect to the Obligations (a "**Preference Amount**"), (B) the direction of any appeal of any order relating to any Preference Amount at the expense of Assured Guaranty but subject to reimbursement as provided in the as set forth in the documentation providing for the issuance of and securing the Obligations, if any, and (C) the posting of any surety, supersedeas or performance bond pending any appeal. In addition, the [Trustee][Paying Agent] hereby agrees that Assured Guaranty shall be fully subrogated to, and the [Trustee][Paying Agent] on its behalf and on behalf of each Holder, hereby delegates and assigns, to the fullest extent permitted by law, the rights of the [Trustee][Paying Agent] and each Holder in the conduct of any Insolvency Proceeding, including without limitation all rights of any party to an adversary proceeding or action with respect to any court order issued in connection with any such Insolvency Proceeding.

(vi) Payment should be made by credit to the following account:

_____

_____

Capitalized terms used in this Notice of Nonpayment and not otherwise defined herein shall have the respective meanings ascribed thereto in the Policy.

This Notice of Nonpayment may be revoked at any time by written notice of such revocation by the [Trustee][Paying Agent][Holder] to the Assured Guaranty.

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SHALL ALSO BE SUBJECT TO A CIVIL PENALTY NOT TO EXCEED FIVE THOUSAND DOLLARS AND THE STATED VALUE OF THE CLAIM FOR EACH SUCH VIOLATION.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Notice of Nonpayment as of the __ day of _____ of ____.

[TRUSTEE/PAYING AGENT]

By:_____
Name:
Title:

Attachment: Riverside SWJC Remarketing Memorandum 2016(1) 4828-6340-1786 v.2 (2704 : Letter of Credit Substitution)

ASSURED GUARANTY
ENDURING FINANCIAL STRENGTH

Endorsement to Financial Guaranty Insurance Policy
(California Governing Law)

Issuer:	County of Riverside Asset Leasing Corporation	Policy No.	D-2008-1047
Obligations:	$78,895,000 Variable Rate Demand Leasehold Revenue Refunding Bonds Series 2008A (Southwest Justice Center Refunding)	Effective Date:	December 10, 2008

Notwithstanding the terms and provisions contained in the Policy, it is further understood that the insurance provided by the Policy to which this endorsement is attached and of which it forms a part shall be governed by, and shall be construed in accordance with, the laws of the State of California.

Nothing herein shall be construed to waive, alter, reduce or amend coverage in any other section of the Policy. If found contrary to the Policy language the terms of this endorsement shall supersede the Policy language.

IN WITNESS WHEREOF, Assured Guaranty has caused this endorsement to be affixed with its corporate seal, to be signed by its duly authorized officer and to become effective and binding upon Assured Guaranty on the Effective Date listed above by virtue of such signature.

ASSURED GUARANTY CORP.

By: _____
John Trahan
Managing Director

Signature attested to by:
_____
Counsel

Form E-CA003 (05/07)

Assured Guaranty Corp.
1325 Avenue of the Americas
New York, NY 10019
main 212 974 0100 info@assuredguaranty.com
fax 212 581 3268
www.assuredguaranty.com

Attachment: Riverside SWJC Remarketing Memorandum 2016(1) 4828-6340-1786 v.2 (2704 : Letter of Credit Substitution)

ASSURED GUARANTY
ENDURING FINANCIAL STRENGTH

Endorsement to Financial Guaranty Insurance Policy
(California Business Day)

Issuer:	County of Riverside Asset Leasing Corporation	Policy No.	D-2008-1047
Obligations:	$78,895,000 Variable Rate Demand Leasehold Revenue Refunding Bonds Series 2008A (Southwest Justice Center Refunding)	Effective Date:	December 10, 2008

Notwithstanding the terms and provisions contained in the Policy, the Policy to which this endorsement is attached and of which it forms a part is hereby amended to provide that the term "Business Day" means any day other than (i) a Saturday or Sunday, (ii) any day on which the offices of the Trustee, the Paying Agent or Assured Guaranty are closed, or (iii) any day on which banking institutions are authorized or required by law, executive order or governmental decree to be closed in the City of New York, the State of Maryland or the State of California.

It is further understood the Policy to which this endorsement is attached and of which it forms a part is hereby amended to provide that a Notice will be deemed to be Received on a given Business Day if it is Received prior to 12:00 noon (Pacific Standard time) on such Business Day; otherwise it will be deemed Received on the next Business Day.

Nothing herein shall be construed to waive, alter, reduce or amend coverage in any other section of the Policy. If found contrary to the Policy language, the terms of this endorsement shall supersede the Policy language.

IN WITNESS WHEREOF, Assured Guaranty has caused this endorsement to be affixed with its corporate seal, to be signed by its duly authorized officer and to become effective and binding upon Assured Guaranty on the Effective Date listed above by virtue of such signature.

[redacted]

ASSURED GUARANTY CORP.

By: _____
John Trahan
Managing Director

Signature attested to by: _____
Counsel

Form E-CA002 (05/07)

Assured Guaranty Corp.
1325 Avenue of the Americas
New York, NY 10019
main 212 974 0100 info@assuredguaranty.com
fax 212 581 3268
www.assuredguaranty.com

Attachment: Riverside SWJC Remarketing Memorandum 2016(1) 4828-6340-1786 v.2 (2704 : Letter of Credit Substitution)

ASSURED GUARANTY
ENDURING FINANCIAL STRENGTH

Endorsement to Financial Guaranty Insurance Policy
(California Insurance Guaranty Association)

Issuer:	County of Riverside Asset Leasing Corporation	Policy No.	D-2008-1047
Obligations:	$78,895,000 Variable Rate Demand Leasehold Revenue Refunding Bonds Series 2008A (Southwest Justice Center Refunding)	Effective Date:	December 10, 2008

Notwithstanding the terms and provisions contained in the Policy, it is further understood that the insurance provided by the Policy to which this endorsement is attached and of which it forms a part is not covered by the California Insurance Guaranty Association, established pursuant to the laws of the State of California (California Insurance Code, Article 15.2).

Nothing herein shall be construed to waive, alter, reduce or amend coverage in any other section of the Policy. If found contrary to the Policy language, the terms of this endorsement shall supersede the Policy language.

IN WITNESS WHEREOF, Assured Guaranty has caused this endorsement to be affixed with its corporate seal, to be signed by its duly authorized officer and to become effective and binding upon Assured Guaranty on the Effective Date listed above by virtue of such signature.

ASSURED GUARANTY CORP.

By: _____
John Trahan
Managing Director

Signature attested to by: _____
Counsel

Form E-CA001 (05/07)

Assured Guaranty Corp.
1325 Avenue of the Americas
New York, NY 10019
main 212 974 0100 info@assuredguaranty.com
fax 212 581 3268
www.assuredguaranty.com

Attachment: Riverside SWJC Remarketing Memorandum 2016(1) 4828-6340-1786 v.2 (2704 : Letter of Credit Substitution)

RESOLUTION NO. 2016-223

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE AUTHORIZING AND APPROVING THE REPLACEMENT OF THE LETTER OF CREDIT SUPPORTING THE COUNTY OF RIVERSIDE ASSET LEASING CORPORATION VARIABLE RATE DEMAND LEASEHOLD REVENUE REFUNDING BONDS, SERIES 2008A (SOUTHWEST JUSTICE CENTER REFUNDING); AUTHORIZING ENTRY INTO A REIMBURSEMENT AGREEMENT; AND AUTHORIZING THE PREPARATION AND DISTRIBUTION OF A REMARKETING MEMORANDUM AND OTHER MATTERS RELATED THERETO

WHEREAS, in December of 2008 the County of Riverside Asset Leasing Corporation ("CORAL") issued its Variable Rate Demand Leasehold Revenue Refunding Bonds, Series 2008A (Southwest Justice Center Refunding) (the "2008A Bonds");

WHEREAS, in connection with the issuance of the 2008A Bonds, the County of Riverside ("County") entered into a Reimbursement Agreement with Union Bank of California, N.A. ("Union Bank") pursuant to which Union Bank issued its letter of credit to support payments with respect to the 2008A Bonds (the "2008 LOC");

WHEREAS, the 2008 LOC expired by its terms on December 9, 2013 and was replaced by a letter of credit (the "2013 LOC") issued by Wells Fargo Bank, National Association ("Wells Fargo") pursuant to a Reimbursement Agreement among the County, CORAL and Wells Fargo;

WHEREAS, the 2013 LOC expires by its terms on December 5, 2016 and needs to be extended or replaced;

WHEREAS, the County has determined to replace the 2013 LOC with a letter of credit to be issued by MUFG Union Bank, N.A. ("MUFG Union Bank") pursuant to a Reimbursement Agreement among the County, CORAL and MUFG Union Bank;

WHEREAS, in connection with the replacement of the letter of credit, the 2008A Bonds are subject to a mandatory tender and remarketing for which the County will prepare a Remarketing Memorandum to be used by the remarketing agent to remarket the 2008A Bonds;

FORM APPROVED COUNTY COUNSEL
BY DALE A. GARDNER DATE 10/17/16

Attachment: Board Resolution No. 2016-223 (2704 : Letter of Credit Substitution)

WHEREAS, the County desires to participate in the letter of credit replacement and remarketing of the 2008A Bonds, and to approve all proper and necessary documents and transactions in connection therewith; and

WHEREAS, the County is authorized to undertake all of the above pursuant to the laws of the State of California.

NOW, THEREFORE, the Board of Supervisors of the County of Riverside does hereby resolve, determine and order as follows:

Section 1. The proposed form of the Reimbursement Agreement, by and among the County, CORAL and MUFG Union Bank in substantially the form on file with the Clerk of the Board, is hereby approved. The County Executive Officer, the County Finance Director, the County Deputy Executive Officer and any other authorized officers of the County acting on behalf of the County Executive Officer (each an "Authorized Representative" and, collectively, the "Authorized Representatives") are, and each of them acting alone is, hereby authorized and directed, for and in the name of and on behalf of the County, to execute and deliver the Reimbursement Agreement in substantially the form on file with the Clerk of the Board, with such changes therein as the Authorized Representative executing and delivering such document may require or approve, such requirement or approval to be conclusively evidenced by the execution and delivery thereof.

Section 2. The County hereby approves the replacement of the Wells Fargo letter of credit with the MUFG Union Bank letter of credit and the mandatory tender and remarketing of the 2008A Bonds by the existing remarketing agent, Citigroup Global Markets Inc. (the "Remarketing Agent"), pursuant to the Remarketing Agreement dated as of December 1, 2008 among the County, CORAL and the Remarketing Agent (the "Remarketing Agreement") as such Remarketing Agreement may be amended or supplemented in such manner as the Authorized Representative executing and delivering such amendment or supplement may require or approve, such requirement or approval to be conclusively evidenced by the execution and delivery thereof.

Section 3. The proposed form of remarketing memorandum with respect to the 2008A Bonds (the "Remarketing Memorandum"), attached hereto as Exhibit A, is hereby approved. The Authorized Representatives are, and each of them acting alone is, hereby authorized and directed, for and in the name of and on behalf of the County, to execute and deliver the Remarketing

Attachment: Board Resolution No. 2016-223 (2704 : Letter of Credit Substitution)

Memorandum in substantially the form attached hereto as Exhibit A, with such changes thereto as such Authorized Representative executing and delivering such document may require or approve, such requirement or approval to be conclusively evidenced by the execution and delivery thereof. The distribution of copies of the Remarketing Memorandum to persons who may be interested in the purchase of 2008A Bonds is hereby authorized and approved. The Authorized Representatives are, and each of them acting alone is, hereby authorized to certify to the Remarketing Agent on behalf of the County that the Remarketing Memorandum is deemed final as of its date, within the meaning of Securities and Exchange Commission Rule 15c2-12.

Section 4. The County hereby authorizes any Authorized Representative to enter into on behalf of the County, or to instruct the Trustee (as defined below) to enter into, any amendments or supplements to or terminations of the interest rate swap agreement, the municipal bond insurance policy, the swap insurance policy, or the reserve fund surety in existence with respect to the 2008A Bonds as the Authorized Representative executing and delivering such document may require or approve, such requirement or approval to be conclusively evidenced by the execution and delivery thereof.

Section 5. The County hereby authorizes any Authorized Representative to enter into on behalf of the County, and to instruct the Trustee to enter into or consent to, any amendments or supplements to the Indenture of Trust, dated as of December 1, 2008, as amended or supplemented, among CORAL, the County and U.S. Bank National Association, as trustee (the "Trustee"), the Site Lease, dated as of December 1, 2008, between the County and CORAL, the Facilities Lease, dated as of December 1, 2008, between CORAL and the County, and the Assignment Agreement, dated as of December 1, 2008, between CORAL and the Trustee, all relating to 2008A Bonds, as the Authorized Representative executing and delivering such amendments or supplements shall approve and determine are necessary or appropriate in connection with the replacement of the 2013 LOC and the remarketing of the 2008A Bonds, such determination and approval to be conclusively evidenced by the execution and delivery thereof.

Section 6. All actions heretofore taken by any officer of the County with respect to the replacement of the letter of credit or the mandatory tender and remarketing of the 2008A Bonds, or in connection with or related to any of the agreements referred to herein, are hereby approved, confirmed and ratified.

Attachment: Board Resolution No. 2016-223 (2704 : Letter of Credit Substitution)

Section 7. The Authorized Representatives are, and each of them acting alone is, authorized and directed to take any and all actions, and to execute any and all documents, including a Fee Letter to MUFG Union Bank, as may be necessary or desirable to effectuate the purposes of this Resolution.

Section 8. The County Clerk shall certify to the passage of this Resolution, shall transmit a copy hereof to CORAL, and shall cause the action of the Board of Supervisors in adopting the same to be entered in the official minutes of this Board of Supervisors.

Attachment: Board Resolution No. 2016-223 (2704 : Letter of Credit Substitution)

PASSED and ADOPTED by the Board of Supervisors of the County of Riverside on the ____ day of October, 2016.

Chairman of the Board of Supervisors

(SEAL)

ATTEST:

Clerk of the Board of Supervisors

Attachment: Board Resolution No. 2016-223 (2704 : Letter of Credit Substitution)

CERTIFICATE OF CLERK

I, Kecia Harper-Ihem, Clerk of the Board of Supervisors of the County of Riverside, do hereby certify that the foregoing is a full, true and correct copy of a resolution duly adopted at a regular meeting of the Board of Supervisors of the County of Riverside duly and regularly held at the regular meeting place thereof on October __, 2016, of which meeting all of the members of said Board had due notice.

AYES: Supervisors _____

NAYS: Supervisors _____

ABSENT: Supervisors _____

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

I do hereby further certify that an agenda for said meeting was posted at least seventy-two (72) hours before said meeting at 4080 Lemon Street, Riverside, California, a location freely accessible to members of the public, and a brief general description of said resolution appeared on said agenda.

WITNESS my hand and the seal of the County of Riverside this _____ day of November ___, 2016.

_____
Clerk of the Board of Supervisors

[SEAL]

Attachment: Board Resolution No. 2016-223 (2704 : Letter of Credit Substitution)

EXHIBIT A

FORM OF REMARKETING MEMORANDUM

Attachment: Board Resolution No. 2016-223 (2704 : Letter of Credit Substitution)

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

Item **3.6**

SUBMITTAL DATE: August 1, 2016

FROM : RUHS - Public Health and ECONOMIC DEVELOPMENT AGENCY (EDA)

SUBJECT: First Amendment to Lease, RUHS-Public Health, Custodial Services, District 1, CEQA Exempt, [$170,709], 100% RUHS - Public Health

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15301, Existing Facilities, and Section 15061 (b) (3), the common sense exemption;

2. Approve the First Amendment and authorize the Chairman of the Board to execute the First Amendment on behalf of the County; and

3. Direct the Clerk of the Board to file the Notice of Exemption with the County Clerk upon approval of the project.

Policy

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	$14,640	$16,448	$170,709	$
NET COUNTY COST	$0	$0	$0	$

SOURCE OF FUNDS: 100% RUHS – Public Health

Budget Adjustment: No

For Fiscal Year: 2016/17 – 2018/19

C.E.O. RECOMMENDATION:

BACKGROUND:
Summary

On July 29, 2008, the Board of Supervisors approved a Lease for the County to lease approximately 48,442 square feet of warehouse and office space. RUHS - Public Health along with other Public Health branches share the Warehouse to effectively distribute equipment and supplies in a natural disaster. RUHS Health was one of the branches that shared office space with Public Health, and in exchange RUHS Health provided custodial

services for the premises. Recently RUHS Health has moved from this site and no longer provides custodial services to the premises.

In order to assist RUHS – Public Health to obtain custodial service for the premises, EDA Real Estate has negotiated for the Lessor to provide custodial services for the premises. The Lessor has agreed to hire a reputable custodial company to provide RUHS Public Health with Custodial Services, including paper products and cleaning supplies as per Exhibit "E" of County Lease. In return County will compensate Lessor for providing custodial services by paying additional rent in the amount of $2,100.00 per month for the remainder of the term of the lease. This results in a rent increase of $0.04 cents per square feet on the current rate. No other terms of the lease have been revised. The lease revisions are summarized as follows:

Location: 14539 Innovation Drive, Riverside

Lessor: Donald E. Russell, Falcon Business Park LLC, a California limited liability company

Size: Total Warehouse size is 48,442 square feet

Term: Three years remain on the original term of the lease. March 11, 2019 is the expiration date. Custodial services estimated to commence on October 18, 2016, upon approval by Board of Supervisors

Rent:	Current	New
	$ 0.76 per square feet	$ 0.80 per square feet
	$ 36,640.17 per month	$ 38,740.17 per month
	$ 439,682.04 per year	$464,882.04 per year

Tenant Improvement: $7,340.04 per month for the remainder of the lease term (from original lease agreement)

Annual Escalator: Three percent on rent only

Custodial: Lessor to provide

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

Impact on Residents and Businesses

RUHS – Public Health and supporting branches remaining at this site will continue to distribute emergency equipment, medical supplies and assistance to the neighboring community in the event of a natural disaster. RUHS – Public Health will budget these costs in FY2016/17 and will reimburse EDA for all lease costs on a monthly basis.

Attachments:
Exhibits A, B & C
Lease
Notice of Exemption
Aerial Image

RF:JVW:VC:VY:CC:ra RV376 18.336 13319 S:\Real Property\TYPING\Docs-18.000 to18.499\18.336.doc
MinuteTraq 1973

FIRST AMENDMENT TO LEASE

RUHS – PUBLIC HEALTH

14539 Innovation Drive

Riverside, California 92518

This **FIRST AMENDMENT TO LEASE** (**"First Amendment")** dated as of _____ is entered between the **COUNTY OF RIVERSIDE**, a political subdivision of the State of California, ("County") and **FALCON BUSINESS PARK LLC,** a California limited liability company, ("Lessor"), sometimes collectively referred to as the ("Parties".)

1. Recitals.

Lessor and County entered into that certain lease dated July 29, 2008 (the "Lease"), pursuant to which Lessor agreed to lease to County and County agreed to lease from Lessor a portion of that certain building located at 14539 Innovation Drive, Riverside, California, APN 297-231-014-5, under the jurisdiction the March Joint Powers Authority (the "JPA"), (the "Building"), as more particularly described in the Lease (the "Premises".)

WHEREAS, the Parties now desire to amend the Lease to include custodial services, and County shall compensate Lessor to provide the custodial services.

NOW THEREFORE, for good and valuable consideration the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

2. Rent. Section 5.1 of the Lease is hereby amended by the following:

5.1.1 Rent. Effective July 18, 2016 through the expiration of the lease term County shall compensate Lessor for providing custodial services in connection with the Leased Premises along with the current Rent per Section 5.1, County shall pay additional Rent of two thousand, one hundred dollars even ($2,100.00) per month.

3. Custodial. Section 8.1 of the Lease is hereby deleted in its entirety and amended by the following:

Attachment: 18.306 (1973 : First Amendment, PH, Custodial)

8.1 Custodial Services. Lessor shall provide, or cause to be provided, and pay for all custodial services in connection the office portion of the Leased Premises and such services shall be provided as set forth in the attached Exhibit "E". The custodial company providing such custodial services will perform background checks through LiveScan or in the manner specified by County, of qualified permanent and temporary employees to determine their suitability for employment. The provider will be bonded in the sum of $10,000.00, and proof of such insurance, as supplied by the Lessor, shall be furnished prior to commencement of services to County. In addition to bonding as required herein, Lessor shall also receive proof of statutory workers compensation insurance, commercial general liability and vehicle liability insurance from the provider of any custodial functions performed at the Premises location.

8.2 County's Right to provide Custodial Service and Deduct Cost. If County provides written notice to Lessor of an event or circumstance that requires the action of Lessor with respect to the custodial services as set forth in Section 8.1 and Exhibit "E", and Lessor fails to provide such action as required by the terms of this Lease within three (3) days of County's notice, County may take the required action to provide custodial services by its staff or those of custodial contractor if: (1) County delivers to Lessor an additional written notice advising Lessor that County intends to take the required action if Lessor does not begin the required action within forty-eight (48) hours after the written notice; and (2) Lessor fails to begin the required work within this forty-eight (48) hour period. Upon demand by County, Lessor shall promptly reimburse County the actual cost and expenses thereof, provided said costs and expenses are reasonable and not to exceed $2,100.00 per month. Should Lessor fail to promptly pay the cost and expenses, County may deduct and offset that amount from Rent payable under this Lease. For purposes of the Section, notice given by fax or email shall be deemed sufficient.

Attachment: 18.306 (1973 : First Amendment, PH, Custodial)

4. MISCELLANEOUS. Except as amended or modified herein, all the terms of the Lease shall remain in full force and effect and shall apply with the same force and effect. If any provisions of the First Amendment or the Lease shall be determined to be illegal or unenforceable, such determination shall not affect any other provision of the Lease and all such other provisions shall remain in full force and effect. Neither this First Amendment, nor the Lease, not any notice nor memorandum regarding the terms hereof, shall be recorded by County.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

Attachment: 18.306 (1973 : First Amendment, PH, Custodial)

5. Effective Date. This First Amendment shall not be binding or consummated unit its approval by both the Lessor and the Chairman of the Riverside County Board of Supervisors.

IN WITNESS WHEREOF, the parties have executed this First Amendment to Lease as of the date first written above.

Lessee:
COUNTY OF RIVERSIDE

By: _____
John J. Benoit, Chairman
Board of Supervisors

Lessor:
FALCON BUSINESS PARK LLC, a California limited liability company
By: Falcon BP II, LLC, a California limited liability company
Its: Sole member

By: _____
Donald E. Russell
Managing Member

APPROVED AS TO FORM:
Gregory P. Priamos, County Counsel

By: _____
Todd Frahm
Deputy County Counsel

CC:ra/072816/RV376/18.306 S:\Real Property\TYPING\Docs-18.000 to 18.499\18.306.doc

Attachment: 18.306 (1973 : First Amendment, PH, Custodial)

Exhibit A

FY 2016/17
RUHS - Public Health
14539 Innovation Drive, Riverside

ESTIMATED AMOUNTS

Total Square Footage to be Leased:

Current Office:		48,442	SQFT		
Approximate Cost per SQFT (July- Aug)	$	0.91			
Approximate Cost per SQFT (Sept - Mar)	$	0.95			
Approximate Cost per SQFT (Apr - June)	$	0.97			
Lease Cost per Month (July- Aug)			$	43,980.21	
Lease Cost per Month (Sept - Mar)			$	46,080.21	
Lease Cost per Month (Apr - Jun)			$	47,179.42	
Total Lease Cost (July- Aug)					$ 87,960.42
Total Lease Cost (Sept - Mar)					$ 322,561.47
Total Lease Cost (Apr - Jun)					$ 141,538.25
Total Estimated Lease Cost for FY 2016/17					**$ 552,060.14**

Estimated Additional Costs:

Utility Cost per Square Foot	$	0.12			
Estimated Utility Costs per Month			$	5,813.04	
Total Estimated Utility Cost					$ 69,756.48
EDA Lease Management Fee - 4.92%					$ 27,161.36
TOTAL ESTIMATED COST FOR FY 2016/17					**$ 648,977.97**
Previously Approved cost for FY1617					$ 626,944.77
Amount of FY1617 for 1st Ammendment					$ 22,033.20
TOTAL ESTIMATED Net County Cost FOR FY 2016/17					**$ 6,609.96**

Attachment: Copy of 18.336 (1973 : First Amendment, PH, Custodial)

COUNTY OF RIVERSIDE
EDA
ECONOMIC DEVELOPMENT AGENCY

NOTICE OF EXEMPTION

July 27, 2016

Project Name: County of Riverside, Economic Development Agency (EDA) Western Riverside Department of Public Health First Amendment to Lease, Riverside

Project Number: FM042611037600

Project Location: 14539 Innovation Drive, south of Meridian Parkway, Riverside, California 92518; Assessor's Parcel Number (APN) 297-231-014 (See Attached Exhibit)

Description of Project: The County of Riverside (County) has an existing Lease for the Department of Public Healt (DOPH) with Donald E. Russell, Falcon Business Park LLC, a California limited liability company (Lessor) from July 29, 200 The Lease Agreement entitles the DOPH to operate, and maintain approximately 48,442 square feet of warehouse and offic space on that certain real property located at 14539 Innovation Drive Riverside, California and identified as APN 297-231-01 Public Health and other Public Health branches share the Warehouse to effectively distribute equipment and supplies in natural disaster. The Department of Riverside University Health System (RUHS) Health was one of the branches that share office space with Public Health, and in exchange, provided custodial services for the premises. RUHS Health recently move from the site and no longer provides custodial services at the premises. In order to assist DOPH in obtaining custodial servic EDA has negotiated for the Lessor to provide custodial services for the office portion of the premises which consists c approximately 8,038 square feet, and the provision of these services by the Lessor will be reflected in a First Amendment to th Lease. The Lessor has agreed to hire a reputable custodial service to provide the DOPH with Custodial Services, including pape products and cleaning supplies. The County shall compensate Lessor for providing custodial services by paying additional rer in the amount of $2,100.00 per month for the remainder of the term of the lease. No other terms of the lease have been revise The First Amendment to the Lease is identified as the Project under the California Environmental Quality Act (CEQA). The us of the site under the First Amendment to the Lease would occur in the same manner as with the existing use. The operation c the facility will continue to provide office and warehouse services for DOPH and will not result in a change or an expansion c existing use. No additional direct or indirect physical environmental impacts are anticipated.

Name of Public Agency Approving Project: County of Riverside, Economic Development Agency

Name of Person or Agency Carrying Out Project: County of Riverside, Economic Development Agency, and Donald E. Russell, Falcon Business Park LLC, a California limited liability company

Exempt Status: State CEQA Guidelines, Section 15301, Class 1, Existing Facilities Exemption; Section 15061(b) (3), General Rule or "Common Sense" Exemption, Codified under Title 14, Articles 5 and 19, Sections 15061 and 15300 to 15301.

Attachment: NOE (1973 : First Amendment, PH, Custodial)

Reasons Why Project is Exempt: The proposed Project is categorically exempt from the provisions of CEQA specifically by the State CEQA Guidelines as identified below. The Project will not result in any specific or general exceptions to the use of the categorical exemption as detailed under State CEQA Guidelines Section 15300.2. The Project will not cause an impact to an environmental resource of hazardous or critical concern nor would the Project include unusual circumstances that could have a potentially significant effect on the environment. The Project would not result in impacts to scenic highways, hazardous waste sites, historic resources, or other sensitive natural environments, or have a cumulative effect to the environment. No significant environmental impacts are anticipated to occur with the First Amendment to the Lease which is limited to a change in the provider of custodial services.

- **Section 15301 – Class 1 Existing Facilities Exemption:** This categorical exemption includes the operation, repair maintenance, leasing, or minor alteration of existing public or private structures or facilities, provided the exemption only involves negligible or no expansion of the previous site's use. The Project, as proposed, is limited to a change in the provider of custodial services. The use of the site would continue in the same manner as under the current Lease and would not require any expansion of service or facilities; therefore, the Project is exempt as the Project meets the scope and intent of the Class 1 Exemption identified in Section 15301, Article 19, Categorical Exemptions of the CEQA Guidelines.

- **Section 15061 (b) (3) – "Common Sense" Exemption:** In accordance with CEQA, the use of the Common Sense Exemption is based on the "general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment." State CEQA Guidelines, Section 15061(b) (3). The use of this exemption is appropriate if "it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment." *Ibid*. This determination is an issue of fact and if sufficient evidence exists in the record that the activity cannot have a significant effect on the environment, then the exemption applies and no further evaluation under CEQA is required. See *No Oil, Inc. v. City of Los Angeles* (1974) 13 Cal. 3d 68. The ruling in this case stated that if a project falls within a category exempt by administrative regulation or 'it can be seen with certainty that the activity in question will not have a significant effect on the environment', no further agency evaluation is required. With certainty, there is no possibility that the Project may have a significant effect on the environment. The proposed First Amendment to the Lease is limited to a change in the provider of custodial services and will not result in any direct or indirect physical environmental impacts. The use and operation of the facility will be substantially similar to the existing use and will not create any new environmental impacts to the surrounding area. No alterations and no impacts beyond the ongoing, existing use of the site would occur. Therefore, in no way, would the Project as proposed have the potential to cause a significant environmental impact and the Project is exempt from further CEQA analysis.

Based upon the identified exemptions above, the County of Riverside, Economic Development Agency hereby concludes that no physical environmental impacts are anticipated to occur and the Project as proposed is exempt under CEQA. No further environmental analysis is warranted.

Signed: _____ **Date:** 7/27/16

Mike Sullivan, Senior Environmental Planner
County of Riverside, Economic Development Agency

Attachment: NOE (1973 : First Amendment, PH, Custodial)

RIVERSIDE COUNTY CLERK & RECORDER

AUTHORIZATION
TO BILL
BY JOURNAL VOUCHER

Project Name: Department of Public Health Western Riverside, First Amendment to Lease

Accounting String: 524830-47220-7200400000- FM042611037600

DATE: July 27, 2016

AGENCY: Riverside County Economic Development Agency

THIS AUTHORIZES THE COUNTY CLERK & RECORDER TO BILL FOR FILING AND HANDLING FEES FOR THE ACCOMPANYING DOCUMENT(S).

NUMBER OF DOCUMENTS INCLUDED: One (1)

AUTHORIZED BY: **Mike Sullivan, Senior Environmental Planner, Economic Development Agency**

Signature: 

PRESENTED BY: **Cindy Campos, Real Property Agent III, Economic Development Agency**

-TO BE FILLED IN BY COUNTY CLERK-

ACCEPTED BY: _

DATE: _

RECEIPT # (S) _

Attachment: NOE (1973 : First Amendment, PH, Custodial)

COUNTY OF RIVERSIDE
EDA
ECONOMIC DEVELOPMENT AGENCY

Date: July 27, 2016

To: Mary Ann Meyer, Office of the County Clerk

From: Mike Sullivan, Senior Environmental Planner, Project Management Office

Subject: **County of Riverside Economic Development Agency Project #** FM042611037600
Western Riverside Department of Public Health First Amendment to Lease, Riverside

The Riverside County's Economic Development Agency's Project Management Office is requesting that you post the attached Notice of Exemption. Attached you will find an authorization to bill by journal voucher for your posting fee.

After posting, please return the document to:

Mail Stop #1330
Attention: Mike Sullivan, Senior Environmental Planner,
Economic Development Agency,
3403 10th Street, Suite 400, Riverside, CA 92501

If you have any questions, please contact Mike Sullivan at 955-8009.

Attachment

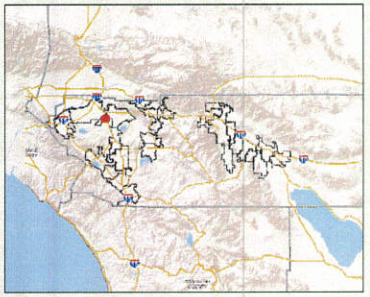
cc: file

Attachment: NOE (1973 : First Amendment, PH, Custodial)

First Amendment to Lease

Department of Public Health





Legend

RCIT

0 842 1,684 Feet

IMPORTANT Maps and data are to be used for reference purposes only. Map features are approximate, and are not necessarily accurate to surveying or engineering standards. The County of Riverside makes no warranty or guarantee as to the content (the source is often third party), accuracy, timeliness, or completeness of any of the data provided, and assumes no legal responsibility for the information contained on this map. Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user.

REPORT PRINTED ON... 7/26/2016 4:51:05 PM

© Riverside County RCIT GIS

Notes

APN 297-231-014-5 / District 1

Attachment: RV376 Aerial Map (1973 : First Amendment, PH, Custodial)

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

Item **3.7**

SUBMITTAL DATE: September 8, 2016

FROM : Sheriff and ECONOMIC DEVELOPMENT AGENCY (EDA):

SUBJECT: Larry D. Smith Facility Clinic Project - California Environmental Quality Act Exempt, Approval of Professional Services Agreement for Architectural and Engineering Services with DLR Group, Inc., Professional Services Agreement for Construction Management Services with Tilden Coil, Inc., District 5, [$1,716,402], ECDC Bond Proceeds 100%

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the Smith Correctional Facility (SCF) Clinic Project is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15269 (b) Emergency Project, Section 15301, Class 1 Existing Facilities Exemption and Section 15061 (b)(3) “Common Sense” Exemption, and direct the Clerk of the Board to file the Notice of Exemption;

2. Approve the attached professional services agreement for architectural and engineering services between the County of Riverside (County) and DLR Group Inc. (DLR) of Riverside, California, in the amount of $412,500 plus a reimbursable allowance of $10,000, for the project and authorize the Chairman of the Board (Chairman) to execute the agreement on behalf of the County;

3. Approve the attached professional services agreement for construction management services between the County and Tilden Coil Constructors, Inc. (Tilden Coil) of Riverside, California, in the amount of $1,212,402 plus a reimbursable allowance of $81,500, for the project and authorize the Chairman to execute the agreement on behalf of the County; and

4. Authorize the Assistant County Executive Officer/EDA to administer the professional services agreements with DLR and Tilden Coil in accordance with applicable Board policies;

Policy, CIP

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	$ 683,921	$ 1,032,481	$ 1,716,402	$ 0
NET COUNTY COST	$ 0	$ 0	$ 0	$ 0
SOURCE OF FUNDS: ECDC Bond Proceeds 100% (Previously approved budget)			**Budget Adjustment:** No **For Fiscal Year:** 2016/17-17/18	

C.E.O. RECOMMENDATION:

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

BACKGROUND:

Summary

On June 21, 2016, Item 3-24, the Board of Supervisors (Board) approved in-principle the SCF Clinic project and the preliminary project budget in the amount of $7,528,400. Construction Management (CM) Multi-Prime will be used as the delivery method for this project which covers some costs that would otherwise be borne by the general contractor in a traditional Design-Bid-Build project. Some examples of these items include: trash dumpsters, dust control, weather protection; temporary fencing and power, and toilet facilities. Because of this change, the budget line items have been adjusted to coincide with the project budget.

On August 18, 2015, Item 3-28, the Board approved a list of Pre-Qualified Architectural and Engineering firms. DLR was selected as the firm best suited to provide architectural and engineering services for the new clinic facility. DLR's basic services include architectural, civil, structural, mechanical, electrical, plumbing and interior finishes. The agreement also ensures that the fire alarm and fire sprinkler systems will be engineered prior to bid, thereby saving delays associated with deferred approvals required on these trades.

On May 12, 2015, Item 3-16, the Board approved a list of Pre-Qualified Construction Management firms. Tilden Coil was selected as the firm best suited to provide pre-construction and construction management services for the project due to their experience working with County correctional facilities. Tilden Coil will be responsible for writing the scope of work for each trade per the approved construction documents, bidding out each trade in order to obtain the best possible price, and managing each prime contractor once they are onsite. The Economic Development Agency (EDA) will return to the Board for approval of plans and specifications and authorization to bid once the specific trade scopes and bid packages have been determined.

The SCF Clinic project would occur within the existing campus, on previously developed land, would not substantially increase or expand the use of the site, and is limited to the continued use of the site in a similar capacity. No direct or indirect physical environmental impacts are anticipated from with the provision of medical and mental health services at SCF.

Impact on Citizens and Businesses

The new clinic space at SCF will improve the frequency and quality of medical and mental health treatments provided to inmates. In addition, the project will provide a cost savings to the county by reducing the need to transport inmates to outlying county care facilities to provide health care services.

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

Additional Fiscal Information

(Commences on page 3)

Additional Fiscal Information

There is no increase to the project budget, but an adjustment to the line items has been established and is as follows:

PROJECT BUDGET LINE ITEMS	BUDGET CATEGORY	PROJECT BUDGET AMOUNT	LINE ITEM ADJUSTMENT	REVISED BUDGET LINE ITEMS
Architectural Design	1	480,000	(57,500)	422,500
Construction Management	2	925,000	368,900	1,293,900
Construction Contract	3	3,150,000	0	3,150,000
Construction Inspection	4	0	0	0
Project Management	5	235,000	(25,000)	210,000
Fixtures, Furnishings, Equipment	6	746,000	39,000	785,000
Other Soft Costs / Specialty Consultants	7	858,000	(200,400)	657,600
Project Contingency	8	684,400	0	684,400
Minor Construction/RCIT	9	450,000	(125,000)	325,000
Project Budget		**$ 7,528,400**	**$ 0**	**$ 7,528,400**

The total budget of $7,528,400 was approved in principle on June 21, 2016, Item 3-24. This item approves contracts for $412,500 plus $10,000 reimbursable costs and for $1,212,402 plus $81,500 reimbursable costs for DLR Group Inc. and Tilden Coil Constructors, Inc. respectively. Expenditures for FY 2016/17 are estimated at $683,921; expenditures for FY 2017/18 are estimated at $1,032,481. All costs associated with this agreement will be 100% funded through existing ECDC Bond Proceeds; therefore no departmental budget adjustment is required at this time.

Attachments:

Notice of Exemption
Architectural Services Agreement with DLR Group, Inc.
Construction Management Services Agreement with Tilden Coil Constructors, Inc.

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

RF:JV:VC:SP:CW:mg FM08250007638 2115 - 13343
S:\Project Management Office\FORM 11'S\Form 11's in Process\2115 - 13343_D8 - 007638 - LDS Fac Clinic - Approval of PSA for Arch&Eng with DLR and CM with TildenCoil_110116.docx

Attachment: 007638_Notice of Exemption_LDS Clinic_090816 (2115 : LDS Facility Clinic - Approval of

COUNTY OF RIVERSIDE
EDA
ECONOMIC DEVELOPMENT AGENCY

NOTICE OF EXEMPTION

September 8, 2016

Project Name: County of Riverside, Smith Medical and Mental Health Clinic

Project Number: FM082500007638

Project Location: 1627 South Hargrave Street, south of Porter Street, APN 543-170-025, south of Banning, Riverside County, California, 92220

Description of Project: The County of Riverside (County) intends to construct a modular clinic to provide medical and mental health services to inmates at the Smith Correctional Facility located at 26516 Cactus Avenue, Moreno Valley, California APN 486-280-037. The modular clinic would consist of 7,310 square feet of new space in a single-story building. The building would contain an entry area, four holding rooms, approximately 15 rooms for patient exams and treatment, a radiology room, inmate toilets, a mechanical room and electrical room, a group room, three offices, staff restrooms, a nurse area, 24 staff workstations, and additional space for janitorial and medical supplies. Staff would consist of approximately 45 people on a regular basis and the number of patients is anticipated to be 14 at any given time.

The proposed action is the result of a class-action lawsuit (*Gray v. County of Riverside*) filed on May 8, 2013 filed by three inmates (an additional inmate added on April 30, 2103) against the County alleging that access to physical and mental healthcare was so deficient that it violated the Eight Amendment proscription of cruel and unusual punishment, violated prisoners' Fourteenth Amendment Rights, and constituted deliberate indifference to prisoners' health needs. On September 2, 2015, the judge awarded class certification and denied the motion to dismiss. Since then, a settlement agreement has been reached to provide the necessary medical and mental health services to inmates in correctional facilities throughout the County. A consent decree was issued on April 25, 2016 which requires the County to incorporate medical and mental health services at the five County correctional facilities. The County is bound to implement these services within one year. The construction of an additional modular clinic is required to provide medical and mental health services at this facility and is identified as the project under the California Environmental Quality Act (CEQA).

The proposed project is an emergency project on an existing developed campus facility and would be within the limits identified for the use of a Statutory and Categorical Exemption under CEQA. No direct or indirect physical environmental impacts are anticipated from the new structure and provision of medical and mental health services.

Name of Public Agency Approving Project: County of Riverside, Economic Development Agency

Name of Person or Agency Carrying Out Project: County of Riverside, Economic Development Agency

Exempt Status: State California Environmental Quality Act (CEQA) Guidelines, Section 15269 (b) Emergency Project, Exemption; Section Existing Facilities Exemption; Section 15061(b) (3), General Rule or "Common Sense" Exemption, Codified under Title 14, Articles 5, 18 and 19, Sections 15061, 15269 and 15301.

Attachment: 007638_Notice of Exemption_LDS Clinic_090816 (2115 : LDS Facility Clinic - Approval of

Reasons Why Project is Exempt: The proposed project is statutorily and categorically exempt from the provisions CEQA specifically by the State CEQA Guidelines as identified below. The project will not result in any specific or gener exceptions to the use of the categorical exemption as detailed under State CEQA Guidelines Section 15300.2. The project will not cause an impact to an environmental resource of hazardous or critical concern nor would the project include unusual circumstances which could have the possibility of having a significant effect on the environment. The project would not result in impacts to scenic highways, hazardous waste sites, historic resources, or other sensitive natural environments, or have a cumulative effect to the environment. No significant environmental impacts are anticipated to occur with the provision of medical and mental health services at the Smith Correctional Facility.

- **Section 15269 (b) –Emergency Projects:** This statutory exemption identified types of emergency projects that are exempt from the requirements of CEQA. The condition in Section 15269 relevant to the proposed project includes (b) emergency repairs to publicly or privately owned service facilities necessary to maintain service essential to the public health, safety or welfare. The project, as proposed, is the provision of emergency repairs to the Smith Correction Facility to provide the appropriate level of medical and mental health services. The County provides detention services for the incarceration of inmates who have violated the laws of the United States and are a threat to public safety and welfare. The provision of humane treatment and medical and mental health services to inmates is an essential component of the provision of detention services that safeguards public safety and welfare. The provision of enhanced medical and mental health services is an emergency action as it has been mandated to occur within a 12-month time frame from the settlement date, which is April, 25, 2016. The legal action arose out of a class-action lawsuit which addressed public safety in County jails. The lawsuit has presented evidence that access to these medical and mental health services is deficient and requires immediate corrective action to ensure the safety of the inmates which are afforded the rights to health and safety as the general public. The new modular building would occur on previously developed land within the Smith Correctional Facility campus, and would not substantially increase or expand the use of the Smith Correctional Facility and is limited to the continued use of the site in a similar capacity; therefore, the project is exempt as the project meets the scope and intent of the Statutory Exemption identified in Section 15269, Article 18, Statutory Exemptions of the CEQA Guidelines.

- **Section 15301 (e)(2) –Existing Facilities:** This Class I categorical exemption includes the operation, repair, maintenance, leasing, or minor alteration of existing public or private structures or facilities, provided the exemption only involves negligible or no expansion of the previous site's use. Under (e)(2), additions to existing facilities are permitted provided that the increase will not result in more than 10,000 square feet if the project is an area where all public services and facilities are available to allow for maximum development permissible in the General Plan. The increase in size is 7,310 square feet, which is less than the 10,000 square-foot threshold within this exemption. The Smith Correctional Facility is located to the south of the Banning City limits within the jurisdiction of the County, on County-owned land and is not located on environmentally sensitive land. The nearest environmentally sensitive land is Smith Creek, which contains riparian habitat, but is located outside the perimeter of the Smith Correctional Facility to the south. The medical and mental health clinic would be within the fenced area of the existing Smith Correction Facility and would be consistent with the existing land use. No additional inmate capacity would be created by the project. Under Article 18.2a General Provisions of the County Zoning Ordinance, the County is not subject to the provisions of the zoning ordinance which stipulate the maximum development restrictions associated with particular land uses. The existing Smith Correctional Facility has all of the necessary services available to inmates, other than an appropriate level of medical and mental health services. The project, as proposed, is a minor addition to the existing Smith Correctional Facility to improve and provide the appropriate level of medical and mental health services and would be accommodated by the existing utilities, without a need to expand or increase the capacity of existing infrastructure. Therefore, the project is exempt as it meets the scope and intent of the Categorical Exemption identified in Section 15301, Article 19, Categorical Exemptions of the CEQA Guidelines.

Attachment: 007638_Notice of Exemption_LDS Clinic_090816 (2115 : LDS Facility Clinic - Approval of

- **Section 15061 (b) (3) – "Common Sense" Exemption:** In accordance with CEQA, the use of the Common Sen Exemption is based on the "general rule that CEQA applies only to projects which have the potential for causing significant effect on the environment." State CEQA Guidelines, Section 15061(b) (3). The use of this exemption is appropriate if "it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment." *Ibid.* This determination is an issue of fact and if sufficient evidence exists in the record that the activity cannot have a significant effect on the environment, then the exemption applies and no further evaluation under CEQA is required. See *No Oil, Inc. v. City of Los Angeles* (1974) 13 Cal. 3d 68. The ruling in this case stated that if a project falls within a category exempt by administrative regulation or 'it can be seen with certainty that the activity in question will not have a significant effect on the environment', no further agency evaluation is required. With certainty, there is no possibility that the project may have a significant effect on the environment. The proposed new modular facility to provide mental health and medical services will not result in any direct or indirect physical environmental impacts. The additional 7,310 square feet of floor area would require internal construction activity within the Smith Correctional Facility, but would not alter the function or use of the site or have any external physical effects. The site of the modular building is located within an already developed jail campus, is surrounded on all sides by existing jail facilities, on a site that is secured and owned by the County. The site for the modular building has been previously disturbed and is vacant, and would not involve the demolition of any existing buildings or structures. The nearest sensitive receptors to the proposed project site are located more than 600 feet away and there is an intervening wall that would block the line of sight, eliminating any potential noise or visual effects. Due to the small footprint of the project, construction activity would be limited to one or two pieces of equipment, would involve minor disturbance to land at a depth less than two feet and consisting of less than 0.2 acres. Construction would not require the import or export of soil. No additional significant effects to hazards, land use, soil, air and water quality, or biological and cultural resources would occur during construction or operation. The existing utilities and infrastructure at the Smith Correctional Facility would be able to accommodate the new modular building providing mental health and medical services and no expansion of infrastructure would be required. The mental health and medical services would be provided to existing inmates and would not result in an increase in capacity of the jail. The use and operation of the mental health and medical services provided at the Smith Correctional Facility will be substantially similar to the existing use and will not create any new environmental impacts. Therefore, in no way, would the project as proposed have the potential to cause a significant environmental impact and the project is exempt from further CEQA analysis.

Based upon the identified exemptions above, the County of Riverside, Economic Development Agency hereby concludes that no physical environmental impacts are anticipated to occur and the project as proposed is exempt under CEQA. No further environmental analysis is warranted.

Signed: _____ **Date:** 9/8/16

Mike Sullivan, Senior Environmental Planner
County of Riverside, Economic Development Agency

Attachment: 007638_Notice of Exemption_LDS Clinic_090816 (2115 : LDS Facility Clinic - Approval of

RIVERSIDE COUNTY CLERK & RECORDER

AUTHORIZATION
TO BILL
BY JOURNAL VOUCHER

Project Name: Larry D. Smith Correctional Facility Medical and Mental Health Clinic Project

Accounting String: 542040-30100-7200800000- FM082500007638

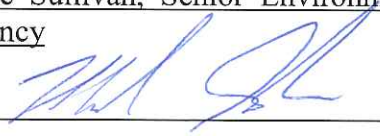
DATE: September 8, 2016

AGENCY: Riverside County Economic Development Agency

THIS AUTHORIZES THE COUNTY CLERK & RECORDER TO BILL FOR FILING AND HANDLING FEES FOR THE ACCOMPANYING DOCUMENT(S).

NUMBER OF DOCUMENTS INCLUDED: One (1)

AUTHORIZED BY: Mike Sullivan, Senior Environmental Planner, Economic Development Agency

Signature: 

PRESENTED BY: Charles Waltman, Supervising Facilities Project Manager, Economic Development Agency

-TO BE FILLED IN BY COUNTY CLERK-

ACCEPTED BY: _

DATE: _

RECEIPT # (S) _

Attachment: 007638_Notice of Exemption_LDS Clinic_090816 (2115 : LDS Facility Clinic - Approval of

COUNTY OF RIVERSIDE
EDA
ECONOMIC DEVELOPMENT AGENCY

Date: September 8, 2016

To: Mary Ann Meyer, Office of the County Clerk

From: Mike Sullivan, Senior Environmental Planner, Project Management Office

Subject: **County of Riverside Economic Development Agency Project #** FM082500007638
Larry D. Smith Correctional Facility Medical and Mental Health Clinic Project

The Riverside County's Economic Development Agency's Project Management Office is requesting that you post the attached Notice of Exemption. Attached you will find an authorization to bill by journal voucher for your posting fee.

After posting, please return the document to:

Mail Stop #1330
Attention: Mike Sullivan, Senior Environmental Planner,
Economic Development Agency,
3403 10th Street, Suite 400, Riverside, CA 92501

If you have any questions, please contact Mike Sullivan at 955-8009.

Attachment

cc: file

Attachment: 007638_DLR_Contract [Revision 2] (2115 : LDS Facility Clinic - Approval of PSA with DLR

STANDARD FORM OF PROFESSIONAL SERVICES AGREEMENT BETWEEN COUNTY AND ARCHITECT

by and between

DLR GROUP, INC. (a CALIFORNIA CORPORATION)

(the "Architect")

and

THE COUNTY OF RIVERSIDE

(the "County")

FOR:

SMITH CORRECTIONAL FACILITY CLINIC

1627 S. HARGRAVE ST. BANNING, CA 92220

Edition August 28th, 2014

INITIALS

Attachment: 007638_DLR_Contract [Revision 2] (2115 : LDS Facility Clinic - Approval of PSA with DLR

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STANDARD FORM OF PROFESSIONAL SERVICES AGREEMENT BETWEEN COUNTY AND ARCHITECT

PREAMBLE

THIS STANDARD FORM OF PROFESSIONAL SERVICES AGREEMENT BETWEEN COUNTY AND ARCHITECT ("Agreement") is entered into as of the date of the last signature on the signature page of this contract, by and between THE COUNTY OF RIVERSIDE, a political subdivision of the State of California ("County") and DLR GROUP Inc. a California corporation, ("Architect"), for professional services.

RECITALS

A. County is the legal owner of the parcel of property, described more particularly in the Property Description - Exhibit "A" attached hereto, located at the following address or public road or highway intersections: Smith Correctional Facility, 1627 S. Hargrave St., Banning California 92220.

B. Architect represents it has the background, knowledge, licensing, experience and expertise necessary to provide the professional services and other services and things required by this Agreement.

C. County and Architect desire to enter into this Agreement for Architect to provide County, without limitation, professional services in connection with the design and construction of the Project generally described on the cover page to this Agreement.

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other valuable consideration, receipt of which is hereby acknowledged by their signatures below, it is mutually agreed by and between the undersigned as follows:

ARTICLE 1
GENERAL PROVISIONS

1.1 DEFINITIONS

Capitalized terms (and, if otherwise stated in this Section 1.1, non-capitalized terms) used in this Agreement shall have the meanings assigned to them in this Section 1.1. If not defined in this Section, they shall have the meanings assigned to them in the General Conditions of the Standard Form of Construction Contract Between County and Contractor - Exhibit "K" attached hereto. If not defined in this Agreement or the General Conditions, they shall have the meanings reasonably understood to apply to them by the context in which they are used. If a term is defined both in this Section 1.1 and the General Conditions and the definitions are not identical, the definition set forth in this Section 1.1 shall, unless otherwise stated in this Agreement, govern for purposes of interpreting Architect's obligations under this Agreement. Terms that are phrased in the singular shall be deemed to include the plural, and vice versa, where appropriate to their context.

1.1.1 Acceptance. "Acceptance" means the point at which the Project is formally accepted by the Board of Supervisors and a Notice of Completion is recorded by County.

1.1.2 Additional Insured. "Additional Insured" means each of the Indemnitees and other persons or entities that, under the terms of this Agreement and its exhibits, the Architect or its Subconsultants are required to name as an additional insured under their policies of insurance.

1.1.3 Additional Services. "Additional Services" means the services described or referenced in Article 3 of this Agreement.

1.1.4 Additional Services Compensation. "Additional Services Compensation" means the compensation that is payable to Architect under this Agreement for its performance of authorized Additional Services performed in accordance with this Agreement, which compensation consists of two components: Additional Services Fees and Reimbursable Expenses.

1.1.5 Additional Services Fees. "Additional Services Fees" means those fees for services payable to Architect under this Agreement for authorized Additional Services performed in accordance with this Agreement.

1.1.6 Agreement. "Agreement" means this Standard Form of Professional Services Agreement Between County and Architect.

1.1.7 Applicable Laws. "Applicable Laws" means all statutes, ordinances, regulations, policies and guidelines (including, without limitation, Environmental Laws and Disability Laws) enacted by Governmental Authorities, codes adopted or promulgated by Governmental Authorities (including, without limitation, building and health and safety codes), lawful orders of Governmental Authorities and common law, including, but not limited to, principles of equity applied by the courts, which are in effect at the time the services or other obligations that are required under or in connection with the performance of this Agreement are performed; provided, however, that the term Applicable Laws when used in this Agreement to refer to the Architect's obligation to comply with Applicable Laws is intended to be limited to those laws, statutes, ordinances, policies, guidelines, regulations, codes, orders and principles that are relevant and applicable to the scope of services that are required of Architect or the Subconsultants under this Agreement.

1.1.8 Application for Payment. "Application for Payment" means the Contractor's or a Separate Contractor's itemized application for payment for Work.

1.1.9 Architect. "Architect" means the person or entity identified as "Architect" in the preamble to this Agreement.

1.1.10 Architect's Own Expense. "Architect's Own Expense" means that Architect agrees to assume sole responsibility to pay and be responsible for any resulting or associated Loss and Delay, without any form of compensation or reimbursement, of any kind, by County.

1.1.11 Architect's Project Schedule. "Architect's Project Schedule" means a detailed schedule prepared by Architect depicting Architect's proposed time plan for performance of this Agreement, as adjusted for extensions of time permitted by this Agreement.

1.1.12 Architect's Representative. "Architect's Representative" means the individual acting on behalf of Architect as its representative with the authority set forth in Paragraph 1.5.3 of this Agreement.

1.1.13 Assistant CEO/EDA. "Assistant CEO/EDA" means the Assistant CEO for the Economic Development Agency of the County, or his/her designee.

1.1.14 Basic Services. "Basic Services" means the services required by Article 2 of this Agreement to be performed by Architect or described elsewhere in this Agreement or its exhibits as services that are part of Basic Services, including, without limitation, those services marked by a "yes" designation in the Description of Basic, Additional and Excluded Services - Exhibit "B" attached hereto.

1.1.15 Basic Services Allowance. "Basic Services Allowance" means a dollar amount reserved in the Basic Services Compensation for performance of Basic Services with respect to which the County and Architect have agreed, in lieu of a Fixed Fee or Maximum Hourly Fee, to a budgeted amount that is not guaranteed by Architect and that may, with prior approval by County, be exceeded by Architect.

1.1.16 Basic Services Compensation. "Basic Services Compensation" means the compensation that is payable to Architect under this Agreement for its performance of Basic Services in accordance with this Agreement, which compensation consists of two components: Basic Services Fees and Reimbursable Expenses.

1.1.17 Basic Services Fees. "Basic Services Fees" means those fees for services, as distinguished from reimbursement of costs, that are payable to Architect under this Agreement as part of the Basic Services Compensation, which may be in the form of a Fixed Fee, a Maximum Hourly Fee or a Basic Services Allowance.

1.1.18 Bidding Phase. "Bidding Phase" means the Phase of Architect's Basic Services described in Paragraph 2.1.6 of the Description of Basic, Additional and Excluded Services - Exhibit "B" attached hereto.

1.1.19 Board of Supervisors. "Board of Supervisors" means the Board of Supervisors for the County of Riverside.

1.1.20 Close-Out Completion. "Close-Out Completion" means the point at which: (1) all conditions set forth in the Contract Documents for Substantial Completion and Final Completion of the entirety of Work to be performed by the Contractor or a Separate Contractor have been, and continue to be, fully satisfied; and (2) all Close-Out Documents have been received by County.

1.1.21 Close-Out Documents. "Close-Out Documents" means all documents (including, without limitation, paper and electronic versions) and other things that are required under the terms of the Contract Documents to be submitted by Contractor or a Separate Contractor after Final Completion and as a condition of Final Payment to the Contractor or a Separate Contractor, including, without limitation, Record Documents, warranties, guarantees, technical and product information, product samples, operations and maintenance manuals and excess, replacement and attic stock parts and materials.

1.1.22 Conflicting Interpretations. "Conflicting Interpretations" means an express and specific interpretation by a Governmental Authority, or an official thereof acting in his or her official capacity, of a requirement of an Applicable Law as applied to a specific and discrete portion of the Design Documents or a Submittal and that either (1) conflicts with an interpretation of the same Applicable Law by Architect that is made in accordance with the standard of care set forth in Section 1.3, below, or (2) is consistent with an interpretation of the same Applicable Law by Architect that is made in accordance with the standard of care set forth in Section 1.3, below, but conflicts with an interpretation of the same Applicable Law by another Governmental Authority or an official of the same or a different Governmental Authority

acting in his or her official capacity. For purposes of this definition, issuance by a Governmental Authority of a general approval or permitting does not constitute an express and specific interpretation by an official of a Governmental Authority and shall not be considered sufficient to form the basis for a Conflicting Interpretation.

1.1.23 Construction Contract. "Construction Contract" means the written contract executed between County and the Contractor or a Separate Contractor for construction of all or a portion of the Work.

1.1.24 Construction Costs. "Construction Costs" means the total costs, whether estimated or actual, to construct those elements of the Project designed or specified by Architect or its Subconsultants, inclusive of overhead and profit to the Contractor and Separate Contractors performing the Work, but exclusive of the following: (1) reserves established for use by County; (2) the fees and costs of professional services of Architect, Subconsultants or County Consultants; (3) land acquisition costs; (4) finance costs; (5) County's administrative costs; and (6) legal fees and costs.

1.1.25 Construction Documents. "Construction Documents" means progressive and final versions of those Design Documents delineated in Description of Basic, Additional and Excluded Services - Exhibit "B" and Construction Document Deliverables – Exhibit "O " attached hereto that are required to be provided by Architect as part of Basic Services performed during the Design Development Phase or Final Construction Documents Phase.

1.1.26 Construction Phase. "Construction Phase" means the Phase of Architect's Basic Services described in Paragraph 2.1.7 of the Description of Basic, Additional and Excluded Services - Exhibit "B" attached hereto.

1.1.27 Contract Documents. "Contract Documents" means the following collection of documents as they may pertain to the Work to be performed by Contractor or a Separate Contractor under a Construction Contract: (1) the Construction Contract; (2) Addenda; (3) General Conditions; (4) Specifications; (5) Plans and Drawings; (6) Modifications; (7) Reference Documents (as defined in the General Conditions); (8) Change Orders; (9) Unilateral Change Orders; (10) Construction Change Directives; and (11) other documents that comprise exhibits, attachments or riders to the documents listed in preceding Clauses (1) through (10).

1.1.28 Contractor. "Contractor" means the individual or firm under a Construction Contract with County to serve as the principal, supervising general contractor for construction of the Project.

1.1.29 County. "County" means the County of Riverside, a political subdivision of the State of California.

1.1.30 County Consultant. "County Consultant" means a professional, of any Tier, retained by County to provide professional services, other than those provided by Architect or its Subconsultants, including, without limitation, those County Consultants listed in the Subconsultants and County Consultants List – Exhibit "F" attached hereto.

1.1.31 Day. "Day" means, whether capitalized or not, calendar day, including weekends and legal holidays, unless otherwise specifically stated to be a working or business day.

1.1.32 Defective Work. "Defective Work" means Work by the Contractor or a Separate Contractor that is: (1) faulty, defective or deficient; or (2) does not conform to Applicable Laws, the Contract Documents, the directives of County or Architect issued in accordance with the Contract

Documents or the requirements of any inspection, reference standard, test, code or approval specified in the Contract Documents.

1.1.33 Delay. "Delay" means any circumstances involving delay, disruption, hindrance or interference.

1.1.34 Design Coordination Standards. "Design Coordination Standards" means the following standards for coordination that must be met in the preparation of Design Documents submitted by Architect to County: (1) proper coordination and relationship among the Design Elements; (b) proper coordination between the Design Elements and the reasonably foreseeable requirements for utilization of the Site during construction by County, Contractor and Separate Contractors; (c) proper coordination among the Design Elements, the conditions at the Site, and Existing Improvements that are reasonably observable or that are disclosed by information reasonably accessible to Architect; and (d) a system of references and cross-references that is thorough, accurate, and consistent.

1.1.35 Design Development Documents. "Design Development Documents" means the progressive iterations of the Construction Documents developed by the Architect and the Subconsultants as part of the Design Development Phase.

1.1.36 Design Development Phase. "Design Development Phase" means the Phase of Architect's Basic Services described in Paragraph 2.1.4 of the Description of Basic, Additional and Excluded Services - Exhibit "B" attached hereto.

1.1.37 Design Documents. "Design Documents" means all originals, copies and drafts (whether paper or electronic) of plans, drawings, tracings, specifications, programs, reports, calculations, presentation materials, samples, models and other material containing designs, specifications, engineering or other information prepared by Architect or its Subconsultants for the Project, including all building and other design contained therein.

1.1.38 Design Elements. "Design Elements" means engineered and non-engineered designs, narratives, backgrounds, area plans, floor plans, details, sections, elevations, material and equipment schedules, products, quantities, dimensions, measurements, points of reference, sizes, capacities, performance characteristics, industry, professional and manufacturer standards, general and specific notes and legends.

1.1.39 Disability Laws. "Disability Laws" means applicable federal, state, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees, or requirements of any Governmental Authority, which regulate, relate to or impose liability or standards of conduct with respect to, or accessibility for, persons with disabilities, including, without limitation, the Americans with Disabilities Act (42 USCA §§ 12101 et seq.) and the Fair Housing Amendments Act of 1988 (42 USCA §§ 3604 et seq.).

1.1.40 Drawings. "Drawings" means the graphic and pictorial portions of the Design Documents showing the design, location and dimensions of the Work, including plans, elevations, details, schedules and diagrams. The term "Drawings" is used interchangeably with "Plans."

1.1.41 Effective Date. "Effective Date" means the date set forth in the Preamble to this Agreement, or, if none is set forth, the date that this Agreement is signed by the County.

1.1.42 Environmental Laws. "Environmental Laws" means applicable federal, state, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees, or requirements of any

Governmental Authority, which regulate, relate to, or impose liability or standards of conduct concerning any Hazardous Substance (including, without limitation, the use, handling, transportation, production, disposal, discharge or storage thereof), occupational or environmental conditions on, under, or about the Site or Existing Improvements (including, without limitation, soil, groundwater, and indoor and ambient air conditions), environmental protection (natural or manmade resources), or occupational health or industrial hygiene (but only to the extent related to Hazardous Substances on, under, or about the Site or Existing Improvements), as now or may at any later time be in effect, including, without limitation: the Comprehensive Environmental Response, Compensation and Liability Act of 1980 [42 U.S.C.A. §§ 9601 et seq.]; the Resource Conservation and Recovery Act of 1976 [42 U.S.C.A. §§ 6901 et seq.]; the Clean Water Act (also known as the Federal Water Pollution Control Act) [33 U.S.C.A. §§ 1251 et seq.]; the Toxic Substances Control Act [15 U.S.C.A. §§ 2601 et seq.]; the Hazardous Materials Transportation Act [49 U.S.C.A. §§ 1801 et seq.]; the Insecticide, Fungicide, Rodenticide Act [7 U.S.C.A. §§ 136 et seq.]; the Superfund Amendments and Reauthorization Act [42 U.S.C.A. §§ 6901 et seq.]; the Clean Air Act [42 U.S.C.A. §§ 7401 et seq.]; the Safe Drinking Water Act [42 U.S.C.A. §§ 300f et seq.]; the Solid Waste Disposal Act [42 U.S.C.A. §§ 6901 et seq.]; the Surface Mining Control and Reclamation Act [30 U.S.C.A. §§ 1201 et seq.]; the Emergency Planning and Community Right to Know Act [42 U.S.C.A. §§ 11001 et seq.]; the Occupational Safety and Health Act [29 U.S.C.A. §§ 655 and 657]; the Residential Lead-Based Paint Exposure Act (Title X of the Housing and Community Development Act of 1992) [15 U.S.C.A. §§ 2681 et seq.]; the Lead-Based Paint Poisoning Prevention Act [42 U.S.C.A. §§4821 et seq.], the Federal Endangered Species Act, the California Endangered Species Act, the Migratory Bird Treaty Act, the National Environmental Policy Act, the California Environmental Quality Act, Porter Cologne Water Quality Act (California Water Code §§ 13000 et seq), and all similar federal, state or local laws, rules, orders, regulations, statutes, ordinances, codes, decrees, or requirements.

1.1.43 Estimate of Construction Costs. "Estimate of Construction Costs" means a written estimate of the reasonable, anticipated Construction Costs for construction of the Project as depicted or described in the Design Documents prepared by Architect and its Subconsultants.

1.1.44 Excluded Services. "Excluded Services" means those design and engineering services so designated and listed in the Description of Basic, Additional and Excluded Services – Exhibit "B" attached hereto, that are excluded from the scope of Basic Services, and which shall be performed only if, when and on such terms as may be hereafter mutually agreed in writing between the County and the Architect.

1.1.45 Existing Improvements. "Existing Improvements" means improvements located on the Site as of the Effective Date, whether above or below the surface of the ground, including, but not limited to, existing buildings, utilities, infrastructure improvements and other facilities.

1.1.46 Final Construction Documents. "Final Construction Documents" means the final version of the Construction Documents at the point that: (1) they are sufficiently detailed so as to be capable of definitive and final pricing with a minimum of further clarifications or detailing by Architect or the Subconsultants; and (2) all corrections to the Construction Documents required by County or by Governmental Authorities for permitting or approval have been completed and the Construction Documents have been unconditionally approved for use in construction by the County and Governmental Authorities.

1.1.47 Final Construction Documents Phase. "Final Construction Documents Phase" means the Phase of Architect's Basic Services described in Paragraph 2.1.5 of the Description of Basic, Additional and Excluded Services - Exhibit "B" attached hereto.

1.1.48 Final Program. "Final Program" means the Program for the Project approved by County

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at the conclusion of the Planning/Programming Phase, including any modifications thereto that are approved by County in the manner required by this Agreement.

1.1.49 Fixed Fee. "Fixed Fee" means an agreed, fixed and lump sum amount for Basic Services Fees or Additional Services Fees for all or an agreed portion of Basic Services or Additional Services, where such Basic Services Fees or Additional Services Fees compensation is based on a lump sum, fixed fee amount, rather than Maximum Hourly Fee.

1.1.50 Fixed Limit. "Fixed Limit" means the dollar amount set forth in Paragraph 2.3.1, below.

1.1.51 Formal Project Meeting. "Formal Project Meeting" means (1) a face-to-face meeting, other than a meeting with Governmental Authorities, community organizations or bidders for Construction Contracts, (2) requested by County or Architect in advance of its occurrence; (3) attended by a representative of County and Architect; and (4) at which the Architect, unless excused by County, is continuously present for at least one hour.

1.1.52 General Conditions. "General Conditions" means that portion of the Contract Documents between County and Contractor or Separate Contractor, titled "General Conditions", setting forth the general terms and conditions for construction of the Work and substantially conforming to the General Conditions of the Standard Form Construction Contract Between County and Contractor - Exhibit "K" attached hereto.

1.1.53 Good Faith Determination. "Good Faith Determination" means a determination made by the Assistant CEO/EDA, which he/she believes in good faith to be a proper exercise of County's rights and to have a reasonable basis in fact, whether or not such determination is in fact proper, reasonable or correct or adjudged to be so.

1.1.54 Governmental Authority. "Governmental Authority" means the United States, the State of California, the County of Riverside (acting in its regulatory, rather than proprietary, capacity), the City in which the Project is located and any other local, regional, state or federal political subdivision, authority, agency, department, commission, board, bureau, court, judicial or quasi-judicial body, and any legislative or quasi-legislative body, or instrumentality of any of them, which has jurisdiction over the Project, Work or Site, including, without limitation, any such authority having jurisdiction to review and approve or reject the Design Documents or the Work based on compliance or non-compliance with Applicable Laws.

1.1.55 Hazardous Substance. "Hazardous Substance" means the following: (1) any chemical, material or other substance defined as or included within the definition of "hazardous substances," "hazardous wastes," "extremely hazardous substances," "toxic substances," "toxic material," "restricted hazardous waste," "special waste", ""contamination" or words of similar import under any Environmental Law, including, without limitation, the following: petroleum (including crude oil or any fraction thereof), asbestos, asbestos-containing materials, polychlorinated biphenyls ("PCBs") and PCB-containing materials, whether or not occurring naturally; or (2) any substance that because of its quantity, concentration or physical or chemical characteristics poses a significant present or potential hazard to human health and safety or to the environment, and which has been determined by any Governmental Authority to be a hazardous waste or hazardous substance.

1.1.56 Hourly Rates. "Hourly Rates" means the hourly rates for services that are compensable under this Agreement on an hourly basis and that are set forth in either: (1) the Hourly Rates Schedule - Exhibit "H" attached hereto; or (2) a contract between Architect and a Subconsultant that has been submitted to and approved by County in the manner required by Section 1.6 of this Agreement.

1.1.57 Indemnitees. "Indemnitees" means those persons and entities identified as the "Indemnitees" in Paragraph 9.1.1, below.

1.1.58 Initial Program. "Initial Program" means the County's initial statement, set forth in the Initial Program - Exhibit "C" attached hereto, of its design objectives for the Project.

1.1.59 Intellectual Property Rights. "Intellectual Property Rights" means all intellectual property rights, including, without limitation, patent, trademark, trade dress, copyright, industrial design rights, priority rights, and trade secrets.

1.1.60 Interest Rate. "Interest Rate" means the lesser of either: (1) ten percent (10%) per annum; or (2) the maximum legal rate of interest allowed by Applicable Laws.

1.1.61 Invoice for Payment. "Invoice for Payment" means an itemized invoice requesting payment that is prepared and submitted by Architect in accordance with this Agreement.

1.1.62 Key Personnel, Key Person. "Key Personnel" and "Key Person" mean those individuals employed by Architect and listed in the Key Personnel List - Exhibit "E" attached hereto, and any additions or replacements thereto approved by County, whose personal performance is deemed of the essence to this Agreement.

1.1.63 Loss, Losses. "Loss" and "Losses" mean any and all economic and non-economic losses, costs, liabilities, claims, damages, actions, judgments, settlements and expenses, including, without limitation, full and actual attorney's fees (including, without limitation, attorney's fees for trial and on appeal), expert and non-expert witness fees, arbitrator and arbitration fees and mediator and mediation fees.

1.1.64 Master Project Schedule. "Master Project Schedule" means the Master Project Schedule - Exhibit "D" attached hereto, which sets forth the mutually agreed dates and/or time periods for achieving key milestones related to the design and construction of the Project.

1.1.65 Maximum Hourly Fee. "Maximum Hourly Fee" means the agreed, not-to-exceed amount applicable to Basic Services Fees or Additional Services Fees for all or an agreed portion of Basic Services or Additional Services, where such Basic Services Fees or Additional Services Fees compensation is based on an hourly compensation not to exceed an agreed maximum, rather than a Fixed Fee.

1.1.66 Mold. "Mold" means mold, mildew, spores or other microorganisms of any type, nature or description or any by-product thereof, the presence of which poses an actual or potential threat to human health, including, without limitation, any species of organisms of the kingdom of fungi, or mycota, including yeasts, smuts, ruts, mildews, molds and mushrooms or any microbial contamination, either airborne or surficial, which arises out of or is related to the presence of fungi or spores (including, without limitation, aspergilius, cladosporium, penicillium and stachybortrys chartarum).

1.1.67 Notice of Completion. "Notice of Completion" means a "notice of completion" as defined in California Civil Code § 8182.

1.1.68 Payment Schedule. "Payment Schedule" means the Payment Schedule - Exhibit "I" attached hereto that allocates by percentage the total or maximum amount of compensation that County agrees to pay to Architect as Basic Services Compensation for each Phase of Basic Services.

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1.1.69 Period of Inactivity. "Period of Inactivity" means a period of time during which the County has directed in writing that no services are to be performed by Architect or the Subconsultants.

1.1.70 Phase. "Phase" means a phase of Basic Services set forth in the Description of Basic, Additional and Excluded Services - Exhibit "B" attached hereto.

1.1.71 Planning/Programming Phase. "Planning/Programming Phase" means the Phase of Architect's Basic Services described in Paragraph 2.1.2 of the Description of Basic, Additional and Excluded Services - Exhibit "B" attached hereto.

1.1.72 Plans. "Plans" means the graphic and pictorial portions of the Design Documents showing the design, location and dimensions of the Work, including, without limitation, plans, elevations, details, schedules and diagrams. The term "Plans" is used interchangeably with "Drawings".

1.1.73 Post-Completion Phase. "Post-Completion Phase" means the Phase of Architect's Basic Services described in Paragraph 2.1.8 of the Description of Basic, Additional and Excluded Services - Exhibit "B" attached hereto.

1.1.74 Program. "Program" means the Initial Program or Final Program and any revisions thereto authorized in writing by County.

1.1.75 Project. "Project" means the work of improvement generally described on the cover page to this Agreement, with respect to which the improvements designed by Architect and Subconsultants, whether constituting a whole or a part of such work of improvement, are necessary or appurtenant to the County's use or occupancy thereof.

1.1.76 Project Team. "Project Team" means County, County Consultants, Architect, Subconsultants, Contractor, Separate Contractors, Subcontractors and other firms or individuals retained by County, or retained by others with County's approval, participating in the planning, programming, design or construction of the Project.

1.1.77 Proprietary Information. "Proprietary Information" means the confidential information described in Section 12.7, below.

1.1.78 Record Documents. "Record Documents" means the collection of documents assembled and prepared by Contractor (including, without limitation, the Record Drawings and Record Specifications) showing the condition of the Work as actually built.

1.1.79 Record Drawings, Record Specifications. "Record Drawings" and "Record Specifications" mean the Drawings and Specifications marked by Contractor to show the condition, location and placement of the Work as actually built, including, without limitation, the locations of mechanical, electrical, plumbing or similar portions of the Work that are depicted diagrammatically in the Drawings.

1.1.80 Reference Documents. "Reference Documents" means the documents listed in Reference Documents List - Exhibit "J " attached hereto, consisting of those reports, studies, surveys and other information provided by County for Architect's review and consideration in preparing the Design Documents.

1.1.81 Reimbursable Expenses. "Reimbursable Expenses" means the cost reimbursement component of Basic Services Compensation and Additional Services Compensation that involves

reimbursement of out-of-pocket expenses incurred and paid in connection with the performance of Basic Services or Additional Services.

1.1.82 Restrictive Specifications. "Restrictive Specifications" means a portion of the Design Documents prepared by Architect or a Subconsultant that is restricted as to brand, trade name or manufacturer in the manner defined in Paragraph 2.4.5, below.

1.1.83 Schematic Design Documents. "Schematic Design Documents" means the Design Documents prepared by Architect and submitted by Architect for approval by County as part of the Architect's performance during the Schematic Design Phase.

1.1.84 Schematic Design Phase. "Schematic Design Phase" means the Phase of Architect's Basic Services described in Paragraph 2.1.3 of the Description of Basic, Additional and Excluded Services - Exhibit "B" attached hereto.

1.1.85 Separate Contractor. "Separate Contractor" means a person or firm, other than the Contractor, under separate contract with County to perform or supply work, materials or equipment to the Project.

1.1.86 Site. "Site" means: (1) the parcel of land identified in the Property Description - Exhibit "A" attached hereto and such additional parcels as may be purchased by County for the Project after execution of this Agreement; (2) all areas adjacent to such parcels that may be used by Contractor or a Separate Contractor or their Subcontractors for staging, storage, parking or temporary offices; and (3) all land areas, both private and public, adjacent to such parcels on which Work is required to be performed under the Contract Documents, Applicable Laws or permits relating to the Project.

1.1.87 Specifications. "Specifications" means the portion of the Design Documents consisting of the written requirements for materials, equipment, standards and workmanship for the Work and performance of related services.

1.1.88 Subconsultant. "Subconsultant" means a person or firm that has a contract with Architect to provide professional services to the Project.

1.1.89 Subcontractor. "Subcontractor" means a person or firm that has a contract to perform a portion of Work of Contractor or a Separate Contractor, including, without limitation, subcontractors, sub-subcontractors, suppliers, equipment operators, manufacturers and vendors, of every Tier.

1.1.90 Submittal. "Submittal" means shop drawings, detailed designs, samples, exemplars, product data, fabrication plans, installation drawings, lists, graphs, operating instructions, and other similar documents required to be submitted by the Contractor, a Separate Contractor or a Subcontractor for review and approval by Architect under the terms of the Contract Documents.

1.1.91 Substitution. "Substitution" means a material, product or item of equipment proposed by a Bidder in place of that specified in the Bidding Documents.

1.1.92 Tier. "Tier" means the contractual level of a Subconsultant with respect to Architect, a Subcontractor with respect to the Contractor or a Separate Contractor or a County Consultant with respect to County. For example, a "first-Tier" Subcontractor is under contract with the Contractor. A sub-subcontractor under contract with a first-tier Subcontractor is in the "second Tier," and so on.

1.1.93 Work. "Work" means all labor, materials, equipment, services, permits, licenses and

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taxes and all other actions and things necessary for Contractor or a Separate Contractor to fully perform its obligations under the Contract Documents (including, without limitation, any changes, additions or deletions requested by County).

1.2 INCORPORATION OF RECITALS

The Recitals set forth above are hereby incorporated as part of this Agreement.

1.3 PERFORMANCE STANDARD

Without limitation to the Architect's other express and implied obligations under this Agreement, all services performed in connection with this Agreement shall be performed in a manner consistent with the professional standard of care applicable to those who provide services of the type called for by this Agreement for projects of a scope and complexity that is comparable to the Project.

1.4 AUTHORITY OF ARCHITECT

Architect's authority is limited to its scope of authority set forth in this Agreement and the General Conditions. Notwithstanding anything else stated in this Agreement or any of the Contract Documents, Architect does not have the express or implied authority to obligate County to any expenditure of money or extension of contractual time periods, including, without limitation, any adjustment to the price or time of performance of any contract between County and the Contractor, a Separate Contractor, a County Consultant or any other third person or entity.

1.5 ARCHITECT'S PERSONNEL

1.5.1 Commitment, Cooperation. Recognizing the necessity of a close working relationship with County, Architect's principals and employees shall: (1) furnish their professional skill, efforts and judgment to the fullest extent in the performance of their duties and responsibilities under this Agreement; (2) provide their knowledge, ideas, experience and abilities for the efficient and cost effective design and construction of the Project; and (3) cooperate fully with all members of the Project Team.

1.5.2 Key Personnel.

.1 **Of Essence.** The furnishing of services by Key Persons is of the essence to this Agreement.

.2 **Key Personnel List.** Those persons who have been identified by County and Architect at the time of execution of this Agreement to perform services as Key Persons for the Project are listed in the Key Personnel List - Exhibit "E" attached hereto. Architect represents that it has performed a thorough background check of each of the Key Persons, and that each such check disclosed no felony conviction or other matter which casts any reasonable doubt on the competency, reliability, or honesty of such person.

.3 **Additions, Removals, Replacements.**

(1) **Additions.** It is contemplated that from time to time, as appropriate and necessary to the stage of planning, programming, design, and construction, the need may arise for persons to be added to the Key Personnel List - Exhibit "E" attached hereto to perform the functions of one or more Key Persons. Architect shall anticipate the need for such additions by submitting to County, no later than seven (7) Days prior to the need therefor, a written request for any proposed additions and

the reasons therefor. County shall promptly review and respond to the Architect's request, including in such response its reasons for any disapproval. Architect shall neither allow any person who is not a Key Person approved by County to perform the functions of a Key Person nor allow any Key Person approved by County to perform the functions of any other Key Person previously approved by County without the advance written approval of County, which approval may be withheld if the County, acting in good faith, objects thereto.

(2) Removal. Architect shall not, for so long as any person is employed by Architect as a Key Person, remove, replace or transfer the responsibilities of such person without County's prior written approval, which may be granted or withheld in County's sole and absolute discretion. If County is for any reason dissatisfied with the services rendered by any Key Person, Architect shall promptly recommend a substitute person as a replacement pursuant to Subparagraph 1.5.2.3, (3), below.

(3) Replacements. In the event that Architect learns that any Key Person will be leaving the employ of Architect, Architect shall promptly notify County. In such case, or if a Key Person is requested to be removed pursuant to Subparagraph 1.5.2.3, (2), above, Architect shall promptly recommend for approval by County a proposed replacement person of at least equal qualifications to perform the functions of the removed Key Person, which approval may be granted or denied in County's sole and absolute discretion. Architect shall bear, at Architect's Own Expense, all Loss associated with replacing, for any reason, any Key Person, including, without limitation, all additional costs and expenses associated with familiarizing the Key Person's replacement with the particular facts, circumstances and history of the Project.

(4) No County Liability. Neither County's request for removal, nor County's approval or disapproval, of a Key Person shall be interpreted as (a) creating any liability or responsibility on the part of County for the acts or omissions of such Key Person; (b) waiving any of County's rights under this Agreement or Applicable Laws; or (c) relieving Architect of its sole responsibility for the acts and omissions of all persons employed by Architect who perform services for the Project, including, without limitation, all Key Persons and their replacements.

1.5.3 Architect's Representative. The Architect's Representative is Pam Touschner. The Architect's Representative is deemed to be a Key Person. The Architect's Representative has the authority to act on behalf of Architect in respect to all matters that are the subject of this Agreement, including, without limitation, the power and authority to contractually bind Architect to agreements and modifications of agreements. The Architect's Representative shall be qualified and authorized to make interpretations of the Design Documents and Contract Documents and shall be available at all times during all Phases to consult with County on matters pertinent to the Project.

1.5.4 Sole Responsibility. All persons employed by Architect shall be the employees of Architect and not of County. Architect and its Subconsultants each shall be solely responsible for any workers' compensation obligations, withholding taxes, unemployment insurance and any other employer obligations with respect to their respective employees.

1.6 SUBCONSULTANTS

1.6.1 Retention. Architect may, with prior written approval by County granted or withheld in the sole and absolute discretion of County, retain Subconsultants to perform portions of the services required by this Agreement.

1.6.2 Approval. Architect's request for approval to retain a Subconsultant shall be submitted

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in a writing that describes the name of the proposed Subconsultant and the full contractual terms of the Subconsultant's retention, including, without limitation, the scope of services, total or maximum price and/or hourly rates, terms of reimbursement (including any markups or multipliers) and insurance. A copy of the entire proposed contract to be executed by Architect for the retention of the Subconsultant shall be provided to County if requested by County. County shall have sole and absolute discretion in approving or disapproving any Subconsultant. County shall use its best efforts to approve or disapprove of a proposed Subconsultant within seven (7) Days of Architect's request therefor and receipt by County of information requested by County pursuant to this Paragraph 1.6.2. Basic Services or Additional Services charged by Subconsultants who have not been approved by, or whose contractual terms of retention have not been submitted to, County pursuant to this Paragraph 1.6.2 will be deemed performed at Architect's Own Expense.

1.6.3 Pre-Approval. County has pre-approved the Subconsultants listed in Subconsultants and County Consultants List - Exhibit "F" attached hereto. Such pre-approval shall be deemed to be approval by County in accordance with Paragraph 1.6.2, above.

1.6.4 Written Contracts. Subconsultants shall be retained by written contract with Architect. Every contract entered into between Architect and a Subconsultant and between a Subconsultant and lower-Tier Subconsultant shall contain appropriate language whereby each Subconsultant, of every Tier, accepts and agrees, without thereby creating any contractual obligation on the part of County to the Subconsultant or any other Subconsultant, of any Tier, to be bound by all of the obligations of this Agreement, including, without limitation, those obligations pertaining to indemnification, insurance, records retention, audit, dispute resolution and ownership of Design Documents and Intellectual Property Rights. Architect further agrees to include in its contracts with its first-Tier Subconsultants the following provisions: (1) a contingent assignment of the contract to County or its designee, contingent only upon written acceptance by County or its designee; and (2) the optional right of County to directly contract with the Subconsultant for the performance of services related to the Project that are not within the scope of Architect's Basic Services under this Agreement.

1.6.5 Supervision. All Basic Services that are within the field of professional practice of a Subconsultant approved by County and retained by Architect shall be directly performed or supervised by such Subconsultant. Notwithstanding the foregoing, Architect shall remain solely responsible, as between Architect, on the one hand, and County or any other person or entity to whom County may be liable, on the other hand, for the adequacy of the Subconsultant's performance and its compliance with the requirements of this Agreement.

1.6.6 Termination. Architect may, upon advance written notice to County, terminate and replace the services of any County-approved Subconsultant, subject in all cases to the prior written approval of County, which approval shall not be unreasonably withheld, conditioned or delayed.

1.6.7 No County Responsibility. Neither County's approval of the Architect's retaining a Subconsultant nor County's review or approval of a Subconsultant's contractual terms of retention, even if those terms conflict with this Agreement, shall give rise to any liability or responsibility on the part of County for the acts or omissions of the Subconsultant, waive any of County's rights, or relieve Architect of any of its obligations, under this Agreement. Architect shall remain solely responsible to County, notwithstanding County's approval of any Subconsultant or its contractual terms of retention, for the quality and performance of such Subconsultant's services, and for the content, enforceability, and enforcement of all contractual terms relating to such Subconsultant's performance of services for the Project.

1.7 OWNERSHIP OF DOCUMENTS

1.7.1 Property of County. Subject to the provisions of this Section 1.7, all Design Documents, including any designs, building designs or other depictions underlying or shown in them, shall be deemed the sole and exclusive property of County and ownership thereof is irrevocably vested in County, whether the Project is constructed or not.

1.7.2 Assignment of Rights. Architect shall, without further request or consideration from County, obtain and cause to be transferred to County, in writing, any and all Intellectual Property Rights in the Design Documents, including any designs, building designs or other depictions underlying or shown in them, free and clear of any liens or other encumbrances, claims or rights of third parties, and cooperate with County in securing and registering such rights so that County shall own all Intellectual Property Rights and any other tangible and/or intangible property rights in or associated with the Design Documents. Such transfer and assignment will be effective for the entire duration of the Intellectual Property Rights therein and include, but are not be limited to, all rights in related plans, specifications, documentation, derivative works and moral rights.

1.7.3 County Use. Without limitation to the other provisions of this Section 1.7, County shall have the right to use the Design Documents for: (1) the construction, use, occupancy or maintenance of the Project, including, without limitation, future additions, alterations, corrections or repairs to the Project; and (2) for the design, construction, use, occupancy or maintenance of any future building projects by County; provided, however, that if the County uses the Design Documents for any of the purposes set forth in Clause (2) of this Paragraph 1.7.3, then County will, without limitation to its other obligations set forth in Paragraph 1.7.8, below, indemnify and hold harmless Architect and its Subconsultants as set forth in Clause (3) of Paragraph 1.7.8, below.

1.7.4 No Infringement. Architect represents and warrants that the Design Documents, whether prepared by Architect or a Subconsultant, and the use of the Design Documents in the ordinary course are free of any claim of infringement or any other violation of any Intellectual Property Right or other right of any third party.

1.7.5 Distribution. Except as otherwise stated in this Paragraph 1.7.5, Architect shall not copy, offer to sell, display, prepare derivative works of, distribute, make, or otherwise commercialize, any of the Design Documents, or any substantially or confusingly similar likeness thereof, for any purpose, without the prior written consent of County, which consent may be granted or denied in the sole and absolute discretion of County. Notwithstanding the foregoing, nothing herein shall be interpreted as limiting the right of Architect to copy, offer to sell, display, prepare derivative works of, distribute, make, or otherwise commercialize any standard or pre-existing details or designs, including details or designs that are part of the public domain, that are generally known or in use by other design professionals or which were developed or created by Architect or a Subconsultant prior to or independent of the services performed under this Agreement. County hereby grants to Architect and its Subconsultants a license during the term of Architect's performance of this Agreement and prior to final payment to Architect, revocable at will by County in the event of a termination of this Agreement, to use and copy the Design Documents and the designs depicted in or underlying them for the purpose of performing the services required under this Agreement.

1.7.6 Inspection. County shall have the right at any time or times, upon prior written request by County, to review the status and condition of the Design Documents while in development or during construction and to request that copies thereof be provided to County.

1.7.7 Delivery. Architect shall, at any time upon request by County and without request by

County upon or after termination or full performance of this Agreement, promptly deliver to County the originals and copies (including paper and electronic versions) of all Design Documents, whether prepared by Architect or the Subconsultants. Electronic versions shall be submitted using AutoCAD, Adobe Acrobat or other software satisfactory to County and shall be in a form that is indexed and editable. Architect shall be permitted to retain copies, including reproducible copies, of the Design Documents for its files, information and reference.

1.7.8 Indemnification. County shall indemnify and hold harmless Architect and its Subconsultants against Loss resulting from: (1) the use of the Design Documents by County in a manner not permitted by Paragraph 1.7.3, above; (2) a modification by or at the request of County of the Design Documents, without the prior written consent of the Architect (in the case of Design Documents prepared by Architect) or the Subconsultant responsible for preparation of the Design Documents (in the case of Design Documents prepared by a Subconsultant); or (3) the use of the Design Documents by County in the manner permitted by Clause (3) of Paragraph 1.7.3, above.

1.7.9 Disputes. Payment shall not be interpreted as a condition to, nor shall disputes between County and Architect diminish or in any way limit, the rights of County under this Section 1.7.

1.8 APPLICABLE LAWS

1.8.1 Compliance by Architect. Subject to the other provisions and limitations of this Section 1.8 and without intending to limit Architect's right to Additional Services Compensation pursuant to Article 3, below, for changes in Applicable Laws, Architect shall, at all times in its performance under this Agreement, comply with Applicable Laws. Subject to the provisions of Paragraph 1.8.4, below, Architect shall not be relieved from its obligation under this Paragraph 1.8.1 by the errors or oversights by Governmental Authorities in their issuance of general approvals or permitting of Design Documents for the Project.

1.8.2 Changes in Laws. Architect is obligated, exercising the standard of professional care set forth in Section 1.3, above, to keep informed and advise County of changes in Applicable Laws that affect the Project and promptly inform County of such changes in advance of their becoming effective.

1.8.3 Disability Laws. The Architect's duty with respect to conforming its Design Documents to Disability Laws shall be limited to the application and incorporation of the technical requirements of either or both (as applicable by the terms of the Disability Laws) the Americans With Disabilities Act (ADA) and the Fair Housing Administrations Act (FHAA), as well as the technical requirements of other Disability Laws. The County acknowledges and agrees that such technical requirements may be subject to different interpretations, legal or otherwise, and that the Architect cannot, and does not, guaranty or warrant compliance with all interpretations of Disability Law requirements; provided, however, that the Architect remains at all times obligated to interpret applicable technical requirements of Disability Laws exercising the standard of professional care set forth in Section 1.3, above.

1.8.4 Conflicts in Interpretations. Nothing stated in this Agreement shall be interpreted as creating or implying any responsibility or liability on the part of Architect for a Conflicting Interpretation of an Applicable Law.

1.8.5 Legal Notices. Architect shall provide such legal notices or certifications as may be required by Applicable Laws to be provided by architects providing design services for comparable projects, including, without limitation, notice that Work is being, or is about to be, carried out at the Site, information concerning the identity of the Contractor and Separate Contractors and other required information concerning the condition or performance of the Work. Copies thereof shall be submitted to

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County for review and approval prior to their being distributed, posted or published.

1.8.6 Direct Communications. Architect shall not communicate directly with any Governmental Authority without County's prior approval, which shall not be unreasonably delayed, conditioned or withheld.

1.9 TIME OF ESSENCE

All time limits set forth in this Agreement pertaining to Architect's performance of any obligation or act for the benefit of County or the Project are deemed to be of the essence to this Agreement.

ARTICLE 2
BASIC SERVICES

2.1 BASIC SERVICES, ADDITIONAL SERVICES, EXCLUDED SERVICES

2.1.1 Basic Services. Architect's Basic Services consist of the professional design and engineering services, whether provided by Architect or its Subconsultants, described in this Article 2, including, without limitation, those specific Basic Services listed and checked "Yes" in the Description of Basic, Additional and Excluded Services - Exhibit "B", both of which are attached hereto, as well as any other services, within the scope of Architect's or its Subconsultants' fields of professional practice, that are reasonably inferable as being necessary, or that are customarily furnished by other providers of professional services of the type and nature provided for in this Agreement, to accomplish the Basic Services expressly required by this Agreement. Basic Services do not include Additional Services or Excluded Services.

2.1.2 Additional Services. Additional Services are those services so defined as Additional Services in Article 3, below. Additional Services shall be performed only if authorized in writing by County in the manner required by Article 3, below.

2.1.3 Excluded Services. Excluded Services are services so designated as "Excluded Services" in the Description of Basic, Additional and Excluded Services - Exhibit "B" attached hereto. Excluded Services shall be not be performed by Architect unless mutually agreed upon between County and Architect.

2.1.4 Phases. References in this Agreement or its exhibits to performance of Basic Services during a particular Phase is for convenience only and not as a limitation, with the understanding that Basic Services described in this Agreement as being part of a particular Phase shall be performed by Architect as and whenever reasonable and necessary for the proper and complete design of the Project.

2.2 PROGRAM

2.2.1 Initial Program. Architect shall, as part of its Basic Services performed during the Planning/Programming Phase, review and revise the Initial Program as necessary to meet the County's expressed criteria and requirements for the Project.

2.2.2 Final Program. A Final Program shall be approved by County in writing upon completion of the Planning/Programming Phase. Architect shall thereafter proceed to complete the design of the Project in accordance with the Final Program.

2.2.3 Changes. Subject to Architect's rights to Additional Services Compensation for Additional Services authorized in accordance with Article 3, below, County reserves the right, exercised in its sole and absolute discretion, to modify the Initial Program and Final Program at any time. No other changes to the Initial Program or Final Program are permitted.

2.2.4 Notice. If Architect learns of any circumstances (including, without limitation, any directive or instruction by County or any other Project Team member) which involve, or if implemented may result in, a deviation from the Final Program, it shall promptly, prior to performance of any services or further services related thereto, notify the County in writing and request approval of such deviation. Such written notice shall include a statement of the impact that such deviation, if approved and implemented, would have upon the Architect's Project Schedule and the Fixed Limit and an estimate of the cost to County of any related Additional Services Compensation permitted under Article 3, below. Upon written approval by County, Architect shall proceed to revise the Design Documents to conform to such approved deviations. Deviations from the Final Program are the sole responsibility of the Architect and any services required by Architect or its Subconsultants to modify the Design Documents as a result thereof shall be performed at the Architect's Own Expense, unless the Architect has specifically informed the County in writing of such deviation and the County has given specific written approval thereof in accordance with this Paragraph 2.2.4.

2.2.5 Integrated Design. The requirements of the Final Program shall be deemed to include the requirement that Architect and its Subconsultants adopt an integrated approach to the design of the Project that makes optimal use of opportunities for the synergies of different design elements into an integrated whole that is energy efficient and economical to construct, maintain and operate.

2.3 FIXED LIMIT

2.3.1 Fixed Limit Amount. The Fixed Limit for the Project is Three Hundred Forty Thousand Dollars ($340,000.00). The Fixed Limit shall not be reduced except upon mutual agreement of County and Architect. The County shall have the right, exercised in its sole and absolute discretion, to increase the Fixed Limit at any time or for any reason.

2.3.2 Architect's Obligation. It is the obligation of the Architect and its Subconsultants to design the Project for a total sum of Construction Costs that does not exceed the Fixed Limit by more than ten percent (10%) of the Fixed Limit as adjusted in accordance with Paragraph 2.3.4, below.

2.3.3 Review of Estimates. Architect shall carefully review any Estimates of Construction Costs provided to it by County or a County Consultant and exercising the standard of care set forth in Section 1.3, above, advise County if any portions thereof that are excessive, inadequate or otherwise irregular. Architect shall provide such information as County or County Consultants may reasonably require in order to assist them in preparing or revising such Estimates of Construction Costs.

2.3.4 Fixed Limit Adjustments. The Architect is not responsible for, and the Fixed Limit shall be increased on account of, any of the following:

.1 an adjustment to the Fixed Limit provided for by Paragraph 2.3.8, below, due to County's rejection of a non-programmatic design revision recommended by Architect;

.2 a change to the Final Program approved by County that is requested in writing by County and that materially increases the Construction Costs for the Project;

.3 a change to the Design Documents that is ordered or approved in writing by

County after the start of construction and that is not the result of information in the Design Documents that constitutes an error, omission, deficiency, conflict or violation of Applicable Laws or that is the result of the negligence, willful misconduct or violation of an Applicable Law by Architect or a Subconsultant or a breach of this Agreement by Architect; or

.4 demonstrated and quantifiable escalations in costs of construction materials and/or labor as reported by the Engineering News Record or other recognized industry publication on construction prices, for construction costs in the classification area that includes the County of Riverside, or if more than one classification area includes the County of Riverside that classification area that is most precisely reflective of the prices in the County of Riverside; subject to the further conditions that an adjustment to the Fixed Limit pursuant to this Subparagraph 2.3.4.4 for escalation shall only be permitted: (1) if bids for construction have not been opened by County within three (3) months after approval by County of the Final Construction Documents and (2) such escalation adjustment shall be limited to the escalation that occurs during the period of time starting with the expiration of such 3-month period and ending when bids for the Project are actually opened by the County.

2.3.5 Notice of Overruns. In addition to and without limitation upon the Architect's obligations under Paragraph 2.3.6, below, Architect shall, exercising the standard of care set forth in Section 1.3, above, advise County within five (5) Days of learning of any circumstances indicating that Construction Costs for the Project are reasonably likely to exceed the Fixed Limit.

2.3.6 Redesign Services. Without limitation to Architect's obligation under Paragraph 2.3.2, above, if at any time the Fixed Limit as adjusted in accordance with Paragraph 2.3.4, above, is exceeded by more than ten percent (10%) of such adjusted Fixed Limit by either: (1) the sum of the Construction Costs to construct the Project that are set forth in an Estimate of Construction Costs prepared by Architect, a Subconsultant or a County Consultant; or (2) the "lowest responsive bid" obtained by the County from a responsible contractor pursuant to a competitive bidding process, then Architect shall, if so directed by County in writing, propose and, if further directed by County in writing, implement revisions to the Design Documents (including, without limitation, multiple redesign alternatives) for the purpose of reducing the sum of Construction Costs to an amount that is within the sum of the Fixed Limit as adjusted in accordance with Paragraph 2.3.4, above, plus ten percent (10%) of such adjusted Fixed Limit. The Architect shall clearly identify, in writing, at the time its redesign recommendations are submitted whether its recommendations are consistent or inconsistent with the Final Program. Nothing stated in this Paragraph 2.3.6 or elsewhere in this Agreement shall be interpreted as obligating County to accept, or to pay additional compensation to Architect for, any redesign recommendation, or any redesign services to implement a redesign recommendation, that is inconsistent with the Final Program.

2.3.7 Architect's Own Expense. Services by Architect or a Subconsultant to redesign pursuant to Paragraph 2.3.6, above, shall be performed at Architect's Own Expense.

2.3.8 Non-Programmatic Revisions. The Fixed Limit shall be adjusted in accordance with Paragraph 2.3.4, above, if and to the extent that the total of the Construction Costs for the Project exceeds such Fixed Limit by more than ten percent (10%) of such Fixed Limit due to the County's refusal or failure to accept a redesign recommendation that is consistent with the Final Program and that is submitted by Architect in accordance with the requirements of Paragraph 2.3.6, above. The amount of such adjustment to the Fixed Limit shall be based on the reasonable, estimated reduction in Construction Costs that would have been achieved if the County had accepted the Architect's recommendation.

2.3.9 Basic Services. All services required to be performed by Architect or its Subconsultants in compliance with the Architect's obligations under this Section 2.3 shall be furnished as part of Basic Services.

2.3.10 Continuous Performance. In the event of a dispute over the amount of total Construction Costs estimated or incurred to construct the Project as designed by Architect and its Subconsultants, Architect shall, without interruption or delay to its Basic Services and without waiving Architect's right to an appropriate adjustment to the Fixed Limit, perform as directed by County.

2.3.11 No Limitation. Nothing stated herein shall be interpreted as a limitation on any of County's rights or remedies that may exist under Applicable Laws, including, without limitation, the right to terminate this Agreement for default (with or without extending to Architect the opportunity to redesign) in the event of a failure by Architect to perform any of its obligations under this Section 2.3.

2.4 DESIGN DOCUMENT SUBMISSIONS

2.4.1 Submission to County. Architect shall make such formal submittals of Design Documents to County as and when required by the terms of the Description of Basic, Additional and Excluded Services - Exhibit "B" attached hereto. All submissions by Architect of Drawings or Specifications for review by County shall be accompanied by a transmittal listing the issuance and revision dates of each document submitted, including, without limitation, a complete list by sheet numbers of all Drawings comprising the submission and a comprehensive narrative explaining all significant changes and additions made since the last formal submission of Drawings to County. All such submissions shall be in multiple sets and such format as required in the Description of Basic, Additional and Excluded Services - Exhibit "B" attached hereto. Electronic versions shall be submitted using AutoCAD, Adobe Acrobat or other software satisfactory to County.

2.4.2 County Approval. County shall promptly approve or disapprove, with explanation of the reasons for disapproval, of all formal submittals of Design Documents that are required by the terms of the Description of Basic, Additional and Excluded Services - Exhibit "B" attached hereto. County's review is not for the purpose of discovering errors, omissions, conflicts, lack or coordination, ambiguities or violations of Applicable Laws in the Design Documents. Architect shall, notwithstanding any review or approval of Design Documents by the County, remain solely responsible for the content, completeness, accuracy and sufficiency of all Design Documents prepared by Architect or its Subconsultants and, except for deviations approved by County in accordance with Paragraph 2.2.4, above, for their compliance with the Final Program and Fixed Limit.

2.4.3 Governmental Authorities. Unless otherwise directed in writing by County, submission of Design Documents to Governmental Authorities for their review or approval shall be sufficiently complete at the time of submission so as to require either no, or only minimal and minor, corrections and supplementation.

2.4.4 Corrections. Services and related costs required to make corrections that are the result of information in the Design Documents constituting errors, omissions, conflicts, lack of coordination or violations of Applicable Laws shall under no circumstances constitute grounds for Additional Services Compensation. Moreover, if the Basic Services Compensation is based upon hourly rates and if such corrections are, in the reasonable opinion of County, excessive then any services and associated costs and expenses to make those corrections that are so judged by County to be excessive shall be performed and incurred at the Architect's Own Expense. All corrections shall be incorporated into the next Design Documents submission and highlighted by notation or clouding or if not incorporated then such submission shall be accompanied by a written statement to County, not in the form of notes or clouding on the Design Documents, explaining why such corrections were not incorporated.

2.4.5 Restrictive Specifications. Architect shall not, without the prior written approval of County, include or permit there to be included a Restrictive Specification in the Design Documents. For

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purposes of this Paragraph 2.4.5, a Restrictive Specification is any portion of the Design Documents that: (1) expressly or impliedly calls for the supply, furnishing or installation of any material, product, equipment, or other thing by a single producer of a particular brand, trade name, or manufacturer to the exclusion of other producers; (2) does not expressly permit the submission for consideration and possible approval by County in accordance with the requirements of California Public Contract Code §3400 of other "or equal" materials, products, equipment or things produced under or by another brand, trade name or manufacturer; or (3) fails to list a brand, trade name or manufacturer that is known to Architect or its Subconsultants to be a brand, trade name or manufacturer that produces a material, product, equipment, or other thing in California that is equal to the material, product, equipment or other thing specified in the Design Documents.

2.4.6 Legal Review. Architect understands and acknowledges that County has developed standard forms of legal terms and conditions governing bidding and performance of the Work. Unless approved in writing by County, Architect shall not include provisions in its Final Construction Documents that modify or conflict with the terms of the County's standard forms. In order to assist Architect is this regard, Architect shall, if it wishes County to review its Design Documents for such possible modifications or conflicts, submit drafts to the County requesting the County's legal review. Such submission shall afford the County at least thirty (30) Days to perform such review without causing Delay to the Project. All communications between Architect and County's legal advisors with respect to the matters addressed by this Paragraph 2.4.6 constitute confidential attorney-client communications, protected attorney work product and contain other confidential information that is not be disclosed to third parties. Architect shall maintain such confidentiality, privileges and protections against any intentional or inadvertent disclosure or other action within the control of Architect or its Subconsultants that might cause such privileges or protections to be lost or diminished.

2.5 CONSTRUCTION DOCUMENTS

Without limitation to the other provisions this Agreement requiring the production, preparation or delivery of documents or things by Architect, the Construction Documents delivered to County shall include those Design Documents described in Construction Document Deliverables – Exhibit "O " attached hereto in a condition that is appropriate to each of the descriptions of the Phases of Basic Services set forth in the Description of Basic, Additional and Excluded Services - Exhibit "B" attached hereto.

2.6 DESIGN COORDINATION STANDARDS

All Drawings and Specifications submitted by Architect to County for its review shall conform to the Design Coordination Standards. Notwithstanding the division or delegation by Architect of responsibility for preparation of some portions of the Design Documents to separate Subconsultants, Architect shall remain responsible for the complete coordination, in every respect and without limitation, of the information contained in the Design Documents, whether prepared by Architect or its Subconsultants.

2.7 COMMUNICATIONS

Architect shall comply with all written procedures issued by County for the conduct of communications relating to the Project or among the Project Team members. All communications with County shall be directed or copied to the attention of the Assistant CEO/EDA. County will endeavor to furnish Architect with copies of written communications from County to its Contractor, Separate Contractors and County Consultants that pertain to the Architect's services under this Agreement.

2.8 CONSTRUCTION MEANS, METHODS AND SAFETY

Unless the Architect has breached this Agreement or Architect or a Subconsultant has violated an Applicable Law, acted with willful misconduct or violated the standard of care set forth in Section 1.3, and then only to the extent of such breach, willful act or violation, Architect shall have no responsibility or liability with regard to, and Contractor and the Separate Contractors shall be solely responsible for, all selections (other than those selections expressly dictated by Architect or the Subconsultants in the Design Documents) of, and all supervision, implementation and enforcement relating to, construction means, methods, sequence, techniques, procedures or related matters involving health and safety of persons or protection of property at the Site during construction.

2.9 REJECTION OF WORK

2.9.1 Recommendations by Architect. Architect shall recommend in writing to County the rejection of Work that Architect determines or believes does not conform to the Contract Documents, including, without limitation, Work that has not been inspected or tested in accordance with the requirements of the Contract Documents.

2.9.2 County Approval. The decision whether to reject any portion of the Work recommended for rejection by Architect shall be made only after consultation with and upon written approval by County.

2.9.3 No Duty of County. Neither County's authority under this Section 2.9 nor a decision made in good faith by County in accordance with the provisions of this Section 2.9 either to reject or not reject Work shall give rise to a duty or liability of County to Architect, Contractor, or any other person or entity to reject Work, whether or not such rejection is recommended by Architect.

2.9.4 Contractor Responsibility. No determination by Architect, that is exercised in good faith and in accordance with the standard of care set forth in Section 1.3, above, to recommend or not recommend rejection of Work shall give rise to any liability on the part of Architect for Defective Work provided by Contractor or a Separate Contractor. No recommendation by Architect to reject or not reject Work shall be interpreted as relieving Contractor or any Separate Contractor of its responsibility for failing to comply with the Contract Documents.

2.9.5 No Authority to Stop Work. Architect shall immediately recommend to County the stopping of the Work if circumstances come to Architect's attention that reasonably require the stopping of the Work in order prevent Loss to County or injury or damage to persons or property. Nothing stated herein or elsewhere in this Agreement or its exhibits shall be interpreted as giving Architect or the Subconsultants the right or authority, under any circumstances, to direct any Contractor or Separate Contractor to stop performance of the Work.

2.10 PERMITS, APPROVALS

2.10.1 Submission to Governmental Authorities. Architect shall promptly submit all necessary applications and other documents required by Applicable Laws for obtaining building permit(s) and approvals of Governmental Authorities for the construction of the Project that are not customarily submitted and secured by the Contractor or Separate Contractors.

2.10.2 Off-Site Improvements. Architect recognizes that it is of critical importance to County that permits for off-Site improvements be obtained prior to the Bidding Phase and Architect will plan and schedule the performance of its services accordingly.

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2.10.3 Notice to County. Architect shall notify the County in writing upon receipt of those permits and approvals that are within the scope of Architect's responsibility under this Section 2.10, specifying in detail the scope of Work covered thereby. If Architect learns that any required permit or approval that it believes County is obligated to obtain directly has not been obtained, Architect shall notify County immediately in writing specifying the permit or approval required and the time frame within in which it must be obtained in order to not cause Delay to the Project.

2.10.4 Expiration. Architect shall notify County in writing at least ninety (90) Days prior to the date that any permit or approval obtained by Architect will expire and shall notify the County immediately in writing if it learns that any other permit or approval will expire in fewer than ninety (90) Days.

2.11 TESTING AND INSPECTIONS

2.11.1 Recommendations by Architect. Architect shall recommend in writing and include in the provisions of its Specifications, any special inspection or testing of the Work if, in Architect's or any Subconsultant's professional judgment, such inspection or testing is required by Applicable Laws or is necessary or advisable.

2.11.2 Review of Reports. Architect and its Subconsultants shall review all inspection reports, laboratory reports, and test data generated from the conduct of special inspections or testing recommended by Architect pursuant to Paragraph 2.11.1, above, in order to determine whether such data conforms with the requirements of the Contract Documents and Submittals approved by Architect.

2.11.3 Additional Inspection, Testing. Architect shall recommend additional inspection or testing not required by the Contract Documents that Architect, in the exercise of the standard of care set forth in Section 1.3, above, determines is necessary, at any point in time that Work is being fabricated, installed or completed, in order to confirm that the Work conforms to the Contract Documents.

2.11.4 No Duty of County. Neither the authority of County, County Consultants or Inspectors of Record to decide whether inspection or testing is needed, nor a decision made in good faith by any of them to order or not order inspection or testing, shall give rise to a duty or liability of County to Architect, Contractor, or any other person or entity.

2.11.5 Defective Work. No determination that is made by Architect in accordance with the standard of care set forth in Section 1.3, above, to recommend or not recommend testing or inspection shall give rise to any liability on the part of architect for Defective Work performed by a Contractor or Separate Contractor or be interpreted as relieving any Contractor or Separate Contractor of its responsibility for Defective Work.

2.12 COUNTY CONSULTANTS

2.12.1 Retention. Architect shall advise County on the appropriate time for retention of County Consultants, not identified in Subconsultants and County Consultants List - Exhibit "F", whose services are necessary to the implementation of the Project.

2.12.2 Prequalification. Architect shall provide advice on retention of County Consultants sufficiently in advance to allow time for prequalification and selection of County Consultants in accordance with Applicable Laws and the guidelines, practices and procedures of County. At points in time appropriate to the stage and status of a Project, Architect shall assist County with prequalification and selection of County Consultants, including: (1) preparation of prequalification criteria; (2) preparation of requests for qualifications; (3) conduct of prequalification conferences and responses to questions by

proposers; (4) evaluation of proposers; (5) establishment of a list of prequalified professionals; and (6) preparation of a definitive scope of services.

2.12.3 Coordination and Review. Architect shall efficiently and expeditiously coordinate its performance under this Agreement with the services provided by the County Consultants including, without limitation, the following:

.1 making provision in the Design Documents prepared by Architect and its Subconsultants to adapt them to the requirements, constraints and limitations of the work product provided by County Consultants to Architect;

.2 furnishing County Consultants with information, as soon as it is available to Architect or its Subconsultants, that the Architect should reasonably expect, in the exercise of the standard of care set forth in Section 1.3, above, the County Consultants may require in order to adapt their work product to the requirements, constraints and limitations of the Site, Existing Improvements and the Design Documents prepared by Architect or its Subconsultants;

.3 evaluating and interpreting the work product of County Consultants to determine if it is consistent with (1) the express, written requirements of Governmental Authorities, including, without limitation, permits and approvals that have been issued or will be required for the Project, and (2) the observable or known conditions at the Site and in Existing Improvements;

.4 evaluating the work product of the County Consultants to determine it is consistent with the Architect's design intent;

.5 assuming primary and lead responsibility to initiate and maintain a regular and continuous exchange of information among the Architect, Subconsultants, and County Consultants so that the coordination required by this Paragraph 2.12.3 is accomplished in a manner that avoids inconsistencies, conflicts, omissions, unnecessary revisions and duplication of effort; and

.6 promptly advising County in writing if Architect or a Subconsultant learns of any defects or deficiencies in the work product prepared by a County Consultant; provided, however, that nothing stated in this Paragraph 2.12.3 shall be interpreted as relieving the County Consultants of liability or responsibility for their work product nor as creating or implying an assumption of any duty or responsibility on the part of the Architect or any Subconsultant for matters that are outside the scope of their respective fields of professional practice.

2.13 MEETINGS

2.13.1 Basic Services. Architect shall, throughout all Phases of performance of its Basic Services, attend all meetings with County and other Project Team members that are either requested by County or that are reasonably necessary to maintain progress of the Project and shall promptly address and resolve matters in question. Except as otherwise provided in Paragraph 2.13.6, below, attendance at all such meetings, regardless of the number, frequency, timing or duration of meetings requested or required, are part of Basic Services.

2.13.2 Participants. Architect shall arrange for and ensure attendance at meetings by those persons employed by Architect and its Subconsultants who are knowledgeable in the matters to be discussed. If any such person is not available, another person reasonably familiar with such matter shall attend in his/her place.

2.13.3 Conduct of Meetings. Architect shall come to all meetings prepared to discuss the status of the Project (including both the status of design and construction) and to address any matters in question brought to Architect's attention by other Project Team members. Unless excused by County, Architect's representative attending the meeting shall remain present for the duration of the meeting.

2.13.4 Action Items. Architect shall respond promptly with respect to matters assigned to Architect or its Subconsultants at meetings for action or resolution.

2.13.5 Meeting Minutes. If requested by County, Architect shall prepare and distribute minutes of meetings. If Architect prepares the minutes, Architect shall promptly review and implement requests for corrections to meeting minutes within five (5) Days after receipt thereof and re-distribute copies of corrected minutes.

2.13.6 Numerical Limitations. If under the terms of Description of Basic, Additional and Excluded Services - Exhibit "B" attached hereto or elsewhere in this Agreement or its exhibits, County and Architect have agreed to limit the number of meetings required to be attended by Architect or its Subconsultants as part of Basic Services, then the following provisions shall apply:

.1 **Formal Project Meetings.** In order for a meeting to be considered included in and subject to an agreed numerical limitation applicable to meetings attended as part of Basic Services, the meeting must be a Formal Project Meeting. With respect to each Formal Project Meeting, Architect's Basic Services shall include, for all persons attending the meeting on behalf of Architect and its Subconsultants, all time expended by Architect and its Subconsultants: (1) in preparation for, travel (including subsistence) to and from, and attendance at the Project Meeting; (2) in the preparation, review and correction of Project Meeting minutes; and (3) in performing services to follow-up on matters identified in the Project Meeting for further action by a Project Team member, unless and except such follow-up action is based on circumstances constituting independent and authorized grounds for performance of Additional Services and payment of Additional Services Compensation

.2 **Other Basic Services Meetings.** Except for meetings that are required as part of an Additional Service, participation in meetings, conferences and conversations, whether face-to-face or otherwise that do not constitute a Formal Project Meeting, regardless of their frequency, number, duration or timing, shall all be considered part of Basic Services and are not subject to any agreed limitation on frequency, number, duration or timing.

.3 **Additional Services.** Formal Project Meetings that exceed the total number of Project Meetings agreed to be included as Basic Services shall, subject to the other terms and conditions applicable to Additional Services set forth in Article 3, below, constitute an Additional Service provided that Architect notifies County in writing, as far in advance of the Formal Project Meeting as reasonably practicable, that participation in the Formal Project Meeting is believed by Architect to constitute an Additional Service. Such notice, if timely and properly given, shall be deemed to satisfy the requirement for written notice required under Section 3.4, below, and no separate or additional written notice shall be required pursuant to Section 3.4, below. Failure to give such notice shall result in such meeting being deemed to not be a Formal Project Meeting, in which case such meeting will be attended by Architect and its pertinent Subconsultants as part of Basic Services pursuant to Subparagraph 2.13.6.2, above.

.4 **Phase Limitations.** Architect shall not be entitled to Additional Services Compensation for time spent by Architect or its Subconsultants in connection with Formal Project Meetings on the basis that the number of meetings occurring in a Phase exceeds the number of meetings allocated to that Phase unless the total aggregate number of Formal Project Meetings (whether attended by Architect or a Subconsultant) occurring during all Phases exceeds the total aggregate number of

meetings agreed to for all Phases (including meetings to be attended by Architect or a Subconsultant). Further, if the number of such Formal Project Meetings occurring during a Phase is fewer than the agreed number of meetings (including meetings to be attended by Architect or a Subconsultant) allocated to that Phase, the shortfall shall be "banked" and available for use by County on any other Phase in which the number of such Formal Project Meetings exceeds the agreed number of meetings (including meetings to be attended by Architect or a Subconsultant) allocated to that Phase. Architect shall not be required to reduce its Basic Services Compensation in the event that the total aggregate number of Formal Project Meetings (whether attended by Architect or a Subconsultant) occurring in all Phases is fewer than the agreed aggregate total of meetings for all Phases.

2.14 SITE AND EXISTING IMPROVEMENTS

Architect shall (1) carefully review all reports, studies, surveys, data and other documents concerning the conditions, both visible and concealed, at the Site and in Existing Improvements that are: (a) provided to Architect by the County (including, but not limited to, the Reference Documents listed in the Reference Documents List - Exhibit "J" attached hereto); (b) recorded with the County's Office of the County Recorder; (c) on file with, and available for review (without necessity of a formal public records request) from, the County's departments responsible for planning, zoning and construction within the County; and (2) exercising the standard of care set forth in Section 1.3, above, identify and review any other reports, studies, surveys, data and other documents that are reasonably available from other sources concerning the conditions, both visible and concealed, at the Site and in Existing Improvements. Architect shall coordinate its Design Documents with the information disclosed in said reports, studies, surveys, data and other documents.

2.15 ELECTRONIC PROGRAM MANAGEMENT

If County has established an electronic program management system for the furnishing, storage, exchange and transmission of electronic documentation and communications relating to the Project, then Architect shall, as part of its Basic Services comply with the requirements of such system, including, without limitation, the following: (1) using e-mail for communications, wherever possible; (2) using electronic versions of Design Documents for distribution for bidding or other purposes; (3) scanning of documents; and (4) cooperating in maintaining a common file and electronic archive. All costs of setting up the electronic program management system will be paid directly by County. Costs incurred by Architect to use the system (including, without limitation, the purchase of any software) shall be at Architect's Own Expense. County shall have the right, exercised in its sole and absolute discretion, to cease operation of the electronic program management system at any time upon written notice to Architect if County determines that continued operation is not in the best interests of the County.

2.16 TIME AND SCHEDULE

2.16.1 Master Project Schedule. Architect shall meet the requirements of the Master Project Schedule - Exhibit "D" attached hereto, including, without limitation, the dates set forth therein for completion of each Phase of Architect's Basic Services, subject to such extensions as are permitted by Paragraph 2.16.3, below.

2.16.2 Architect's Project Schedule. Architect shall, within ten (10) Days after execution of this Agreement by County and Architect, prepare and submit for County's approval an Architect's Project Schedule for the Project that: (1) conforms to and incorporates the deadlines and time periods applicable to each Phase as set forth in the Master Project Schedule; (2) coordinates and integrates the planning, programming, design and other activities of Project Team members in appropriate detail to County's satisfaction; (3) shows estimated commencement, duration, responsible parties and sequence for

planning, programming and design; (4) shows the interdependencies of the planning and design activities; and (5) shows deadlines and estimates of time for review and receipt of all approvals, decisions and other information to be provided by County and Governmental Authorities, allowing a reasonable time for such review, approvals and decisions.

2.16.3 Time Extensions. Architect shall be entitled to an adjustment of the Master Project Schedule and Architect's Project Schedule for, and shall not be considered in default of this Agreement because of, unavoidable and unforeseeable Delays that are beyond Architect's and its Subconsultants' reasonable control and beyond Architect's responsibility under this Agreement (such as, but not limited to, strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any Governmental Authority to act in a reasonably timely manner, failure by County to timely provide information or approvals or Delays caused by the fault of the Contractor or Separate Contractors) for which Architect has given written notice to County of the circumstances of such Delay within three (3) Days after first learning of such circumstances. Failure to provide such written notice shall result in a waiver by Architect of any right to an adjustment to the Architect's Project Schedule on account of such circumstances. Without limitation to the foregoing, neither the bankruptcy, insolvency nor financial inability of Architect or any Subconsultant, nor any failure by a Sububconsultant to perform any obligation imposed by contract or Applicable Laws, shall constitute a grounds for extension under the terms of this Paragraph 2.16.3.

2.16.4 Schedule Updates. Architect shall, no less frequently than monthly, update and expand the level of detail in the Architect's Project Schedule as the Project progresses, indicating current status of scheduled activities and projections of potential completion of major tasks. If significant variance from planned activities occurs, Architect shall recommend recovery plans to County and, upon obtaining County's approval thereof, modify the Architect's Project Schedule to incorporate such recovery plans.

2.16.5 County Approvals. Failure by County, a County Consultant or any other Project Team member to provide an approval, decision or other information needed by Architect shall not constitute grounds for extension to the Architect's Project Schedule unless such approval, decision or other information is not provided, without reasonable justification, within seven (7) Days after written request therefor by Architect delivered to the Project Team member from whom such approval, decision or other information is required, with a copy to County, stating that failure to provide such approval, decision or other information within seven (7) Days may or will result in Architect seeking an extension of the Architect's Project Schedule on the grounds of Delay.

2.16.6 County Review. Architect is solely responsible, notwithstanding County's review or approval thereof, for the completeness, accuracy and suitability of the Architect's Project Schedule and all updates thereof.

2.16.7 No Delay by Architect. Architect shall not delay its interpretations, decisions, reviews or other functions pursuant to this Agreement or otherwise cause or contribute to a Delay to the progress of design or construction of the Project.

2.16.8 Delay Costs. Architect's sole and exclusive right and remedy for recovery or compensation for Losses related to Delay, of any kind, are: (1) its right to Additional Services to the extent permitted by Paragraph 3.2.6, below; and (2) its right to adjustment of the Hourly Rates, if any, provided for by this Agreement. All other rights and claims by the Architect, on its own behalf and on behalf of its Subconsultants, for Losses relating to Delay, from any cause whatsoever, are hereby waived.

2.17 SUSTAINABLE DESIGN REQUIREMENTS

2.17.1 LEED Accreditation. Architect and each of its Subconsultants in the fields of

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mechanical design and electrical design each shall assign at least one (1) individual who has received an accreditation as a "LEED-Accredited Professional" by the U.S. Green Building Council ("USGBC") and demonstrated experience in designing projects to the standards of USGBC to participate in the preparation of the Construction Documents. Such individual shall be considered a Key Person under this Agreement.

2.17.2 Approvals and Design Credits. Architect shall include all of the necessary designs and specifications in its Construction Documents, and provide all of the other supporting documentation required by USGBC, to enable County to obtain all full approval and certification by the USGBC that the relevant portions of the Construction Documents meet the requirements of the LEED – NC Reference Guide (First Edition, 2005) and so that County can receive the USGBC "design credits" listed in LEED's Design Credits - Exhibit "Q", attached hereto. Submittals by Architect and Subconsultants for USGBC approval shall, as a part of Basic Services, be corrected or revised, as deemed necessary by the USGBC for issuance of such approvals and design credits. In the event that, due to an error or omission by Architect or a Subconsultant in the preparation of its submittal to USGBC, an appeal is necessary, Architect shall provide as part of Basic Services the services, including revisions to its submittals, that are necessary to the prosecution of the appeal to a final resolution.

ARTICLE 3
ADDITIONAL SERVICES

3.1 DEFINITION

Additional Services are services, which if authorized by and performed in accordance with this Agreement, are paid for by County in the form of Additional Services Compensation. Additional Services consist solely and exclusively of those services listed in Section 3.2, below, and those other services marked by a "No" designation in the Description of Basic, Additional and Excluded Services - Exhibit "B" attached hereto. Additional Services, whether or not listed in this Article 3 or the Description of Basic, Additional and Excluded Services - Exhibit "B" attached hereto, do not include any service that arises, in whole or in part, from the breach of this Agreement by Architect, an act or omission of Architect or a Subconsultant constituting negligence (ordinary or professional), willful misconduct or violation of Applicable Laws or information contained in the Design Documents constituting errors, omissions, conflicts, ambiguities or violations of Applicable Laws.

3.2 ENUMERATION OF ADDITIONAL SERVICES

In addition to those services listed in the Description of Basic, Additional and Excluded Services - Exhibit "B"" that are marked "No" (indicating that they are not part of Basic Services), the following services constitute Additional Services:

3.2.1 preparing revisions to the Design Development Documents or Construction Documents that are: (1) required to implement changes, additions or deletions to the Final Program that are material in scope and are requested and approved by County in writing after County's approval of the completed Schematic Design Documents, or (2) the result of issuance by County of written directives or instructions that materially conflict with prior written directives or instructions by County; or (3) required by reasonably unforeseeable enactments or revisions of Applicable Laws enacted subsequent to the preparation of the portion of the Design Development Documents or Construction Documents affected thereby;

3.2.2 providing services as necessary to correct Defective Work furnished by Contractor or a Separate Contractor;

3.2.3 providing services in connection with a mediation, arbitration, or legal proceeding, except where a party to such proceeding has alleged in good faith the occurrence of any of the following: (1) breach of this Agreement by Architect; (2) an act or omission of Architect or a Subconsultant constituting negligence, willful misconduct, or violation of Applicable Laws; or (3) that the Design Documents prepared by Architect or a Subconsultant contain information constituting errors, omissions, conflicts, ambiguities, or violations of Applicable Laws;

3.2.4 providing services made necessary by termination of the Contractor or a Separate Contractor, but only to the extent such services exceed the level of services that would have been provided in the absence of such termination;

3.2.5 providing services to make revisions to the Design Development Documents or Construction Documents due to a substantial inaccuracy in any surveys, test data or other information provided by County pursuant to Section 4.2 of this Agreement under circumstances in which the inaccuracy was not known or reasonably discoverable by Architect or a Subconsultant at the time the portion of the Design Documents being revised was originally prepared by Architect or such Subconsultant;

3.2.6 providing Basic Services for the Construction Phase of a Project that, solely due to circumstances giving rise to a right of Architect to an extension of time under Paragraph 2.16.3, above, are required to be performed following the sixtieth (60th) Day after (1) the original date for Final Completion established by the Construction Contract at the time the Construction Contract is executed by County and Contractor; plus (2) the number of Days of any Periods of Inactivity under this Agreement; provided, however, that nothing herein shall be interpreted as entitling Architect to be paid duplicative compensation (both as Additional Services and Basic Services) for services covered under and compensated by its Basic Services Compensation; or

3.2.7 subject to the provisions of Paragraph 2.13.6, above, if the scope of Basic Services set forth in Description of Basic, Additional and Excluded Services - Exhibit "B" attached hereto expressly limits Basic Services to a specific number of hours, instances or occasions, providing services that are requested by County that exceed the number of hours, instances or occasions that are agreed to be provided as part of Basic Services.

3.3 AUTHORIZATION BY COUNTY

Additional Services shall be performed only if authorized and directed in writing by County in advance and in accordance with this Article 3.

3.4 NOTICE TO COUNTY

Architect shall notify County in writing within five (5) Days after learning of any circumstance (including, without limitation, any direction or request by County or other Project Team member) that Architect believes may give rise to performance of Additional Services. Unless otherwise provided in Section 3.5, below, Architect waives the right to compensation for Additional Services performed without prior written approval by Assistant CEO/EDA expressly acknowledging that the service is an Additional Service.

3.5 DISPUTES

If a good faith dispute arises as to whether a particular service performed or to be performed is a Basic Service or an Additional Service, Architect will, if requested to do so by County in writing, nevertheless promptly perform such service and pay any expenses associated with such performance, pending

resolution of such dispute. Neither County's request, Architect's performance or County's acceptance of such performance nor County's payment therefor will constitute a waiver on the part of County or Architect of their respective rights or defenses with respect to the appropriate classification of such service or expense, which rights and defenses shall remain subject to determination in accordance with Article 11, below.

ARTICLE 4
COUNTY RESPONSIBILITIES

4.1 ADMINISTRATION BY COUNTY

4.1.1 County Requirements. County shall provide information regarding its objectives, schedule, constraints, criteria, space requirements and relationships, flexibility, expandability, special equipment and Site requirements.

4.1.2 County Approvals. County shall promptly respond to Architect's submittals and requests for decisions, approvals or information; provided, however, that no failure by County to respond shall entitle Architect to an adjustment of the Master Project Schedule or Architect's Project Schedule except as permitted by Section 2.16, above. County's review, approval or evaluation of Design Documents shall neither be interpreted as an assumption by County of any responsibility or liability for the technical accuracy or completeness of the Design Documents nor as relieving Architect of any liability or responsibility under this Agreement.

4.1.3 Assistant CEO/EDA. Subject in all cases to approval by the Board of Supervisors as required by Applicable Laws, the Assistant CEO/EDA is the sole representative of County with authority on behalf of County to: (1) approve or revise the Final Program or Fixed Limit; (2) approve of any extension to the Master Project Schedule or Architect's Project Schedule; (3) authorize the performance of Additional Services; or (4) authorize the incurring of Reimbursable Expense in amounts that exceed any applicable monetary limitations agreed to in writing between County and Architect.

4.1.4 Board Approval. Notwithstanding anything stated in this Agreement to the contrary, only the Board of Supervisors has authority on behalf of County to commit or bind County to an obligation to pay any sum of money or additional compensation that exceeds or is beyond the limits of the agreed Basic Services Compensation.

4.2 SURVEYS, SERVICES AND REPORTS

4.2.1 Reference Documents. County has provided or made available to Architect for its review the Reference Documents listed in the Reference Documents List - Exhibit "J" attached hereto. Execution of this Agreement shall be deemed acknowledgement by Architect that it has received and read the Reference Documents and in entering into this Agreement has taken into consideration the matters disclosed thereby. County makes no representation that the Reference Documents so listed constitute all of the documents in its custody that may be pertinent to the matters addressed in said Reference Documents or pertinent to Architect's preparation of its Design Documents for the Project.

4.2.2 Testing and Inspection. County shall directly contract for and pay the costs of such special testing and inspection that, based upon the recommendations of Architect pursuant to Section 2.11, above, are specified by Architect in the Final Construction Documents.

4.2.3 Land Survey. If requested by Architect and required for the performance of this Agreement by Architect, County shall furnish a land survey of the Site and the location on the Site of

Existing Improvements, prepared by a licensed surveyor, including grades and lines of streets, alleys, pavements and adjoining property and locations, dimensions and elevations of trees and Existing Improvements above the surface of the ground.

4.2.4 Geotechnical. County shall, based upon the recommendations of Architect, furnish geotechnical data and reports, or employ County Consultants to provide such data or reports, when reasonably deemed necessary by Architect, including test logs, soil classifications, soil bearing values and other data and information reasonably appropriate to identifying and evaluating subsoil conditions at the Site.

4.2.5 County's Expense. The services, information, surveys and reports to be furnished by County as required under this Section 4.2 shall, except as otherwise provided in this Agreement, be furnished at County's expense.

4.2.6 No Warranty by County. In performing its obligations under this Agreement, Architect shall be entitled to rely upon the accuracy and sufficiency of surveys, data, reports or other information furnished by County pursuant to this Article 4 (including, without limitation, the Reference Documents and any drawings, design or technical specifications furnished by County as referenced in Paragraph 4.2.8, below); however, County does not impliedly or expressly warrant the accuracy or suitability thereof and County shall have no liability to Architect (other than as permitted by Article 3, above, for authorized Additional Services Compensation) in the event that such surveys, data, reports or other information are found to be inaccurate, incomplete or insufficient.

4.2.7 Notice of Defects. County and Architect shall each provide prompt written notice to the other party if either becomes aware of any defect or deficiency in the Design Documents.

4.2.8 County-Furnished Designs. Drawings, designs or technical specifications provided by the County to the Architect for the Architect's use in connection with its performance under this Agreement (including, without limitation, drawings, designs or technical specifications prepared by Architect for other projects previously designed by Architect for County or prepared by other architects, engineers or design professionals, and that County directs be replicated, in whole or in part, by Architect in its Design Documents) are provided for the convenience of the Architect with the understanding that Architect will, based upon a careful and thorough review of them, make any changes or revisions that Architect deems appropriate or necessary before using or incorporating any portion thereof into the Design Documents for the Project. Any portion thereof that is used or incorporated by Architect or any Subconsultant in the Design Documents shall be the sole risk of Architect who shall be solely responsible for the accuracy, completeness and sufficiency thereof to the same extent as if such incorporated drawings, designs or technical specifications were originally prepared by Architect solely for use on the Project.

4.3 ACCESS TO SITE

Architect shall at all times during performance of this Agreement have access to the Site and to the Work, at whatever stage the Work is in its preparation or progress, to facilitate Architect's performance of its obligations under this Agreement. Architect is responsible to see to it that employees of Architect and its Subconsultants, at all times while present on the Site of the Project, comply with the safety requirements applicable to the Site, including, but not limited to the requirements of the safety programs of Contractor and Separate Contractors performing Work on the Site.

4.4 APPROVALS

Approvals by or on behalf of County of Design Documents prepared by Architect, or of any design or engineering services performed under this Agreement, shall not, under any circumstances, be interpreted as relieving Architect from its sole responsibility to produce and prepare such documents and perform such services in a manner that strictly complies with this Agreement, Applicable Laws and the standards of performance applicable to Architect's performance under this Agreement.

ARTICLE 5
ARCHITECT'S COMPENSATION

5.1 BASIC SERVICES COMPENSATION

5.1.1 Total Compensation. Architect shall be paid a total Basic Services Compensation for performance of Basic Services (including, without limitation, Basic Services performed by Subconsultants) comprised exclusively of (1) Basic Services Fees plus (2) authorized Reimbursable Expenses. Basic Services Compensation constitutes the Architect's sole, exclusive and complete compensation for performance of Basic Services, including, without limitation, all costs and expenses, of any kind, incurred by Architect or its Subconsultants in performance of Basic Services.

5.1.2 Basic Services Fees. Subject to the provisions of Paragraph 5.1.4, below, Architect's Basic Services Fees for performance of Basic Services shall be as follows: **[Check appropriate box(es)]**:

.1 X a **Fixed Fee** for all Basic Services of $340,000.00;

.2 ☐ the product of (1) the actual hours expended by Architect's and its Subconsultants' professional personnel in performance of Basic Services multiplied by (2) the applicable Hourly Rates for such personnel, the total of which shall not exceed a **Maximum Hourly Fee** of $_____; or,

.3 ☐ a Basic Services Fee based on a combination of compensation comprised of both **Fixed Fees** and **Maximum Hourly Fees** for each of the following categories of Basic Services:

Basic Services Description:	**Basic Services Fees: [Check appropriate box]**
(1) _____ _____:	☐ **Fixed Fee: $**_____
	☐ **Maximum Hourly Fee: $**_____;
(2) _____ _____:	☐ **Fixed Fee: $**_____
	☐ **Maximum Hourly Fee: $**_____;
(3) _____ _____:	☐ **Fixed Fee: $**_____
	☐ **Maximum Hourly Fee: $**_____.

5.1.3 Guaranteed Amounts. An amount agreed to by County and Architect pursuant to Paragraph 5.1.2, above, as a Fixed Fee or Maximum Hourly Fee represents the County's maximum liability to Architect for the complete performance by Architect and its Subconsultants of the Basic Services or portion of Basic Services covered by such Basic Services Fees. Subject only to Architect's rights under Section 5.2 below, any fees, costs or expenses, of any kind, incurred by Architect or a Subconsultant, for performance of Basic Services or a portion of Basic Services for which a Fixed Fee or Maximum Hourly Fee has been agreed to in Paragraph 5.1.2, above, that if charged to County would exceed the amount of such Fixed Fee or Maximum Hourly Fee shall be deemed incurred at Architect's Own Expense.

5.1.4 Basic Services Allowances. Basic Services Allowances represent estimated Basic Services Fees for a category of Basic Services for which the County and Architect have not agreed upon a Fixed Fee or Maximum Hourly Fee. Architect does not represent, agree or guarantee that the Basic Services Fees that may be required to be paid by County for complete performance of Basic Services that are within the scope of the description of a Basic Services Allowance will not exceed the agreed amount assigned to such Basic Services Allowance. Notwithstanding the foregoing, Basic Services Fees payable by County for Basic Services that are covered by a Basic Services Allowance shall not exceed the amount of the Basic Services Allowance set forth below without the prior written approval of County and absent such approval are deemed performed at Architect's Own Expense. In the event Basic Services Fees for Basic Services that are covered by a Basic Services Allowance are less than the amount of the Basic Services Allowance, set forth below, County shall only pay and be liable for the actual amount of such Basic Services Fees earned by Architect.

Basic Services Allowance:	**Amount:**
(1) Medical Equipment Planner	$10,000
(2) Off-site utility laterals	$10,000
(3) Radiation Shielding	$ 4,000
(4) SWPPP	$ 4,500
(5) Fire Alarm and Fire Sprinkler	$24,500
(6) Security/Hydrology Study	$20,000

5.2 REIMBURSABLE EXPENSES

5.2.1 Exclusive List. Reimbursable Expenses include, and are limited to, the reasonable amount for the following costs and expenses if and to the extent they are incurred and paid by Architect in the performance of Basic Services or Additional Services and not as a result of the negligence, willful misconduct or violation of an Applicable Law by Architect or its Subconsultants or the failure by Architect to comply with the requirements of this Agreement:

.1 if approved in advance by County, mileage for vehicle travel (at the rates set forth in the Reimbursable Expenses Schedule - Exhibit "G" attached hereto), air travel (coach fare only) and related subsistence (meals and lodging at standard business accommodation rates) for travel from Architect's or a Subconsultant's place of business (whether located within or outside the County of Riverside) to a point of destination outside the County or Riverside, but excluding the following: (1) travel and related subsistence to or from the County's offices or the Site for purposes of conducting inspections, observations or attending meetings that are part of Basic Services; (2) travel to and from residences to

the Architect's or a Subconsultant's place of business; and (3) travel to or from Architect's or a Subconsultant's place of business located outside the County of Riverside to a location within the County of Riverside.

.2 printing and reproduction (paper and electronic) of Design Documents, at the agreed rates set forth in the Reimbursable Expenses Schedule - Exhibit "G" attached hereto, that under the terms of this Agreement are required to be delivered to County or that County requests or approves be provided to another member of the Project Team (by way of example, without limitation, costs of printing or reproduction for internal uses by, or for copies transmitted between or among, Architect and/or its Subconsultants are not reimbursable);

.3 fees for permits or approvals of Governmental Authorities paid for by Architect on behalf of County as requested by County;

.4 costs of renderings or mockups requested by County that are in addition to those required as part of Basic Services; and

.5 costs listed in Subparagraphs 5.2.1.1 through 5.2.1.4, above, incurred and paid by Subconsultants in the performance of Basic Services or Additional Services; provided that (1) such costs are due and payable by Architect pursuant to terms of a contract approved by County pursuant to Section 1.6, above; (2) such costs are not included in or covered by any fixed fee agreed to by the Subconsultant under the terms of the Subconsultant's contract; and (3) such costs are not in excess of any not-to-exceed amount applicable thereto under the terms of the Subconsultant's contract.

5.2.2 Approval Limitations. Reimbursable Expenses shall not exceed, either individually or in the aggregate, the limits set forth in the Reimbursable Expenses Schedule - Exhibit " G " attached hereto without the prior written approval of County. Reimbursable Expenses incurred without such approval shall be deemed incurred at Architect's Own Expense.

5.2.3 Mark Ups. Neither the Architect nor any Subconsultant shall include or charge any markup or multiplier upon any Reimbursable Expense, save and except for such markups or multipliers as may be permitted, if at all, by the terms of the Reimbursable Expenses Schedule - Exhibit "G" attached hereto.

5.2.4 Expense Records. In addition to Architect's obligations under Section 6.3, below, accurate and detailed records of Reimbursable Expenses shall be maintained in an orderly manner on the basis of generally accepted accounting practices and shall be available at Architect's office (or at County's request, shall be brought by Architect to County's offices) for inspection, auditing and/or copying by County and its representatives pursuant to Article 7, below.

5.3 ADDITIONAL SERVICES COMPENSATION

5.3.1 Additional Services Compensation. Architect shall be paid a total Additional Services Compensation for performance of Additional Services comprised exclusively of Additional Services Fees plus authorized Reimbursable Expenses. Additional Services Compensation constitutes the Architect's sole, exclusive and complete compensation for Additional Services, including, without limitation, all costs and expenses, of any kind, incurred in connection with Architect's and its Subconsultants' performance of Additional Services.

5.3.2 Additional Services Fees. Prior to performance of an Additional Service, Architect and County shall attempt in good faith to negotiate terms for Additional Services Fees on the basis of either:

(1) a lump sum price; or (2) actual hours expended multiplied times the Hourly Rates for the personnel involved in providing such Additional Service as set forth in the Hourly Rates Schedule - Exhibit "H" attached hereto, not-to-exceed an agreed maximum amount. In addition to County's rights under Section 5.6, below, if the parties are unable to agree, then the County shall have the right, without limitation, to direct in writing that Architect perform the Additional Services based on actual hours expended at the agreed Hourly Rates, without a not-to-exceed amount, plus reimbursement of authorized Reimbursable Expenses. Additional Services performed without prior written authorization pursuant to this Paragraph 5.3.2 or written direction pursuant to Section 5.6, below, shall be deemed performed at Architect's Own Expense.

5.3.3 Direct Engagement. County reserves the right, without thereby being considered in breach of this Agreement, to contract for the performance of Additional Services by others.

5.4 HOURLY RATES

Hourly Rates for Basic Services and Additional Services performed on an hourly basis are set forth in the Hourly Rates Schedule - Exhibit "H " attached hereto. Hourly Rates shall remain fixed for the duration of Architect's performance of this Agreement.

5.5 RELEASE FOR PRIOR SERVICES

Architect waives and releases County from any obligation or liability for payment of money or compensation for services, of any kind, performed and for costs or expenses, of any kind, incurred, prior to execution of this Agreement by Architect.

5.6 DISPUTES

If a good faith dispute arises as to whether a service is Basic Services or Additional Services or whether an expense is reimbursable as a Reimbursable Expense, Architect will nevertheless promptly perform such service and pay such expense, if requested to do so by County in writing, pending resolution of such dispute. Neither County's request, Architect's performance nor County's payment therefor or thereof will constitute a waiver on the part of County or Architect of their respective rights or defenses with respect to the appropriate classification of such service or expense, which rights and defenses shall remain subject to determination in accordance with Article 11, below.

5.7 NO WAIVER OR RELEASE OF RIGHTS

Neither authorization nor payment by County of any amount for Basic Services, Additional Services or Reimbursable Expenses shall be interpreted as a waiver, release or settlement of any rights or claims that County may have: (1) for Losses resulting from the fault, negligence or willful misconduct of the Architect or its Subconsultants or the breach by Architect of an obligation under this Agreement; or (2) to recoup and recover from Architect amounts paid by County that were not in fact due and owing to Architect under the terms of this Agreement at the time they were paid.

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ARTICLE 6
PAYMENTS TO ARCHITECT

6.1 INVOICES FOR PAYMENT

6.1.1 Invoice Submission. On the 1st day of each month, Architect shall submit to County an accurate and complete Invoice for Payment, using the Invoice for Payment Form - Exhibit "N" attached hereto, signed by Architect and requesting payment for the preceding thirty (30) Day period as follows:

.1 Basic Services Fees. Amounts included in an Invoice for payment for Basic Services Fees shall be computed in accordance with the following provisions, as applicable:

(1) Fixed and Maximum Fees. Amounts included by Architect in its Invoices for Payments for Basic Services Fees on account of Basic Services or any portion of Basic Services for which a Fixed Fee or a Maximum Hourly Fee has been agreed to in Section 5.1, above, shall not exceed a pro rated portion of the agreed Basic Services Fees based on the product of (1) the percentage of completion of such Basic Services that has been actually achieved by Architect, multiplied times (2) the agreed Fixed Fee or Maximum Hourly Fee applicable to such Basic Services; and provided further, that where such Basic Services or portion of Basic Services are to be performed in Phases, such pro rated portion shall be proportionate to and shall not exceed for any Phase of such Basic Services or portion of Basic Services, the percentage of such Basic Services Fees that is assigned to such Phase in the Payment Schedule - Exhibit "I " attached hereto.

(2) Basic Services Allowances. Amounts included by Architect in its Invoices for Payments for Basic Services Fee on account of Basic Services covered by a Basic Services Allowance shall not, prior to the time that the Basic Services Fees incurred equal the Basic Services Allowance amount, exceed a pro rated portion of the agreed Basic Services Allowance amount based on the product of (1) County's Good Faith Determination of the percentage of completion of such Basic Services Allowance that has been actually achieved by Architect, multiplied times (2) the agreed Basic Services Allowance amount. If and when the Basic Services Fees incurred for Basic Services covered by a Basic Services Allowance equal the Basic Services Allowance amount, the Architect shall, if County has previously approved in writing of further Basic Services Fees being incurred in excess of the amount of the Basic Services Allowance, thereafter include in its Invoices for Payment the actual amount of such Basic Services Fees incurred up to, but not exceeding, any additional maximum amount authorized by County as part of such approval.

.2 Additional Services Fees. Architect's Invoice for Payment shall include amounts for Additional Services Fees earned for the proper performance of Additional Services authorized pursuant to Article 3, above. Each item of Additional Services shall be separately itemized, in accordance with the following methods of calculation, as applicable:

(1) Lump Sum: If the agreed Additional Services Fees are based on a lump sum price, by taking the County's Good Faith Determination of the percentage of the Additional Services properly completed and multiplying that percentage times the agreed lump sum price for such Additional Services and subtracting therefrom payments previously made on account thereof.

(2) Hourly/Not-to-Exceed: If the Additional Services Fees are based on an hourly compensation, by taking the number of hours of Additional Services performed during the thirty (30) Day period covered by the Invoice for Payment and multiplying those hours times the applicable Hourly Rates for such personnel; provided, however, that if the parties have agreed to a not-to-exceed amount for such Additional Services Fees, then under no circumstances shall the total of the amounts

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paid and payable by County for such Additional Services Fees at any time exceed a pro rata share of the agreed not-to-exceed amount for such Additional Services based on County's Good Faith Determination of the percentage of such Additional Services properly completed in accordance with this Agreement multiplied times the agreed not-to-exceed amount.

.3 **Reimbursable Expenses.** Architect's Invoice for Payment shall include amounts for authorized Reimbursable Expenses incurred and paid by Architect during the thirty (30) Day period covered by the Invoice for Payment that have not been previously reimbursed by County. Reimbursable Expenses associated with Basic Services and Additional Services shall be separately itemized. Reimbursable Expenses for Additional Services shall be further separately itemized to correspond to the Additional Service for which they were incurred and paid.

6.2 PAYMENT SCHEDULE FOR BASIC SERVICES

The County's obligation for payment of Basic Services Fees for any Phase of Basic Services shall under no circumstances exceed a pro rata share of either the lump sum amount or Maximum Hourly Fee (as applicable pursuant to Section 5.1, above) that County is obligated to pay for Basic Services Fees. Such pro rated share shall be calculated based on the percentages assigned to each Phase of Basic Services in the Payment Schedule - Exhibit "I " attached hereto. In cases where only a portion of a Phase is completed, the amount payable shall not exceed County's Good Faith Determination of the percentage of Basic Services completed within that Phase expressed as a separate percentage of the percentage of overall Basic Services allocated in the Payment Schedule to that Phase.

6.3 ACCOMPANYING DOCUMENTATION

Each Invoice for Payment shall be accompanied by the following:

6.3.1 in the case of Basic Services and Additional Services performed and compensated on an hourly basis, detailed time summaries for Basic Services and Additional Services performed during the period of time covered by the Invoice for Payment that are broken down by time keeper, task and time expended (block billings are not permitted) and copies of all time sheets prepared by any time keeper who performed any part of the Basic Services and Additional Services which are the subject of the Invoice for Payment and which reflect or record such Basic Services and Additional Services;

6.3.2 copies each of the invoices, receipts and other documentation verifying the amounts of Reimbursable Expenses for which reimbursement is sought in the Invoice for Payment, along with a tally of all Reimbursable Expenses requested in the Invoice for Payment the sum of which totals the total amount of Reimbursable Expenses for which reimbursement is sought by Architect in the Invoice for Payment;

6.3.3 conditional waivers and releases of stop payment notice rights executed by Architect and its Subconsultants, of every Tier, using the Release Forms - Exhibit "M" attached hereto, conditionally releasing to the fullest extent allowable by Applicable Laws all stop payment notice rights for all services performed and costs incurred during the period of time covered by the then-current Invoice for Payment;

6.3.4 unconditional waivers and releases of stop payment notice and bond rights executed by Architect and its Subconsultants, of every Tier, using the Release Forms - Exhibit "M" attached hereto unconditionally releasing to the fullest extent allowable by Applicable Laws all stop payment notice and bond rights for all services performed and costs incurred during the period of time covered by the Invoice for Payment immediately preceding the current, pending Invoice for Payment; and

6.3.5 such other documentation substantiating Architect's or its Subconsultants' charges or time as may be reasonably requested by County.

6.4 REVIEW AND PAYMENT

6.4.1 Review by County. County shall, within fourteen (14) Days after receipt of an Invoice for Payment prepared and submitted in accordance with this Agreement, notify Architect if the Invoice for Payment is approved or rejected, in whole or in part, along with an explanation of the reason(s) for any disapproval.

6.4.2 Payment by County. Payment of undisputed amounts included in an Invoice for Payment prepared and submitted in accordance with this Agreement shall be made by County monthly within thirty (30) Days after receipt by County of the Invoice for Payment requesting payment that is prepared and submitted in accordance with this Agreement.

6.5 PAYMENT DISPUTES

Without limitation to County's rights under Section 6.6, below, in the event there is a good faith dispute over a request for payment included in an Invoice for Payment, County shall have the right to either: (1) make all or part of such disputed payment to Architect without prejudice to County's right to contest the amount so paid; or (2) withhold only the amount of such payment as to which County makes a Good Faith Determination that there is a dispute and provide to Architect written notice of the reason(s) for such withholding. County and Architect shall use their good faith efforts to attempt to resolve their dispute as quickly as practicable under the circumstances. Architect shall not be entitled to terminate this Agreement or suspend performance of its services hereunder on account of such nonpayment provided that County makes payment of all undisputed sums. If County withholds payment under Clause (2) of this Section 6.5 and if it is determined subsequently that County's withholding was wrongful, County shall pay such amount to Architect plus any penalties that may be due pursuant to California Civil Code Section 3320; no additional amounts shall be payable to Architect for interest on such unpaid amounts. If County chooses to proceed under Clause (1) of this Section 6.5 and it is subsequently determined that County overpaid Architect, Architect shall refund to County the amount of such payment plus accrued interest computed at the Interest Rate from the date of such overpayment until refunded.

6.6 WITHHOLDING BY COUNTY

Without limitation to County's rights under California Civil Code Section 3320, County shall have the right, after written notice to Architect, to withhold from payment to Architect 150% of the amount of any Loss resulting from, or threatened as a result of, the negligence of Architect or a Subconsultant or a failure by Architect to perform an obligation under this Agreement. Such withholding shall not constitute a final determination or waiver of any rights or liabilities of County or Architect with respect to responsibility for such Loss, which rights and liabilities shall remain subject to determination in accordance with Article 11 of this Agreement.

6.7 LIENS, STOP PAYMENT NOTICES, CLAIMS

Except as otherwise provided herein, Architect shall not permit to be created or to remain undischarged any lien, encumbrance, stop payment notice, claim or charge (collectively, "lien") which arises out of, or relates to, the provision by Architect or its Subconsultants of any services or things under this Agreement upon the property of County, the construction fund of County, or the income from any such property or construction fund, or any part thereof, or suffer any other matter or thing whereby the estate, rights and interest of County in the Project property or construction fund, or any part thereof, might be impaired. If

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any such lien is filed, then within thirty (30) Days after notice of filing thereof Architect shall cause the same to be fully discharged of record, released and removed by any lawful means available, such as, but not limited to, payment, deposit, bond, order of a court of competent jurisdiction or otherwise. If Architect shall fail to cause such lien to be so discharged within the period aforesaid, then, in addition to any other right or remedy, County may, but shall not be obligated to, discharge the lien by any means, including, but not limited to, withholding amounts pursuant to Section 6.6, above, paying the amounts claimed to be due (including, without limitation, interest and attorney's fees claimed due), bonding or any other means that County determines, in its sole and absolute discretion, appropriate. Any Loss incurred by County as a result of Architect's failure to comply with its obligations under this Section 6.7 shall be paid by Architect to County on demand. Architect shall be excused from its obligations under this Section 6.7 with respect to, but only to the extent of, amounts included in a lien that are unpaid to the claimant upon the lien as the direct result of County's breach of its payment obligations to Architect under this Agreement.

ARTICLE 7
ACCOUNTING, RECORDS AND AUDIT

7.1 FINANCIAL MANAGEMENT

Architect shall set up and exercise accounting and control systems for the proper financial management of its performance under this Agreement that are satisfactory to County, comply with the prevailing custom and practice for similar projects and afford County the ability to verify all charges and duplicate all calculations made by the Architect and Subconsultants.

7.2 RECORD KEEPING

7.2.1 Books and Records. Architect shall keep full and detailed books and records concerning the Project, including, without limitation, all documents (including, all hard copies and computer readable data, if it exists) that comprise or relate or refer to any of the following: (1) agreements, contracts, proposals, commitments, invoices, billings, statements, receipts, checks, certificates, releases, waivers, plans, specifications, notes, schedules, reports, studies, test data, approvals, permits, applications, diaries, logs, photographs, videos, shop drawings, samples, product data, job reports, change orders, field orders, directives, orders, bulletins, transmittals, requests for information, addenda, receipts, vouchers, correspondence, memoranda, messages, minutes, accounting records, job files, settlement agreements, and general ledgers; (2) any charge, cost or expense for which Architect seeks reimbursement or payment by County as part of any Invoice for Payment, Claim or other demand; and (3) any other documents that County, in its reasonable judgment, deems relevant to the Project.

7.2.2 Maintenance and Retention. Architect shall at all times maintain such books and records in an organized and systematic form that allows for reasonably easy access and review and shall retain and preserve such books and records for a period of ten (10) years after the later of either final payment to Architect under this Agreement or Final Completion of the Project, or for such longer period as may be required by Applicable Laws.

7.3 INSPECTION, PRODUCTION AND AUDITING

Architect shall allow County and the auditor for the State of California (and their respective authorized representatives, auditors, and attorneys), not later than the third business day after written notice to Architect, full access at Architect's offices nearest to the Project to inspect, audit and copy any or all of Architect's books and records as described in Section 7.2, above. Architect shall, at Architect's Own Expense, furnish facilities and staff assistance for, and cooperate fully with, such inspection or audit.

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Audits by the County and the auditor for the State of California may be conducted jointly or separately. Upon request, Architect shall provide reproducible copies of such books and records for reproduction by or on behalf of the person conducting the audit. Except as otherwise provided in Section 7.4, below, such reproduction shall be at the expense of the entity conducting the audit. The audit rights provided for under this Section 7.3 may be exercised at any time, and as often, before or after Final Completion, as County or the auditor for the State of California deems, in its sole and absolute discretion, necessary.

7.4 NONCOMPLIANCE BY ARCHITECT

7.4.1 Cost of Audit. If an inspection or audit pursuant to Section 7.3, above, discloses that any amount (other than amounts permitted under the terms of this Agreement to be charged by Architect as lump or fixed fee charges) cannot be verified due to a failure by Architect or any Subconsultant to comply with this Article 7, has been improperly, inaccurately or excessively charged to County by Architect or any Subconsultant or has been overpaid by County, and if the total of such amounts for any calendar year audited is five percent (5%) or more of the total amount (exclusive of amounts permitted under the terms of this Agreement to be charged by Architect as lump or fixed fee charges) invoiced to County during such year, then Architect shall pay, at Architect's Own Expense, 100% of the actual cost to County and/or the State of California of such inspection or audit and any resulting report. If such inspection, audit or report is by County using in-house staff, then such actual cost to County shall be computed on the basis of two (2) times the direct payroll of the staff completing such inspection, audit or report.

7.4.2 County Remedies. Without limitation to any of County's rights or remedies for recovery or withholding of any amounts from Architect as may be permitted by Applicable Laws or elsewhere in this Section 7.4 or this Agreement, if an inspection or audit pursuant to Section 7.3, above, discloses that an amount has been overpaid by County, then County shall have the right to withhold such amount from any payments due to Architect or if no payments are due Architect shall immediately reimburse such amount to County Amounts overpaid by County shall earn interest at the Interest Rate from the date of overpayment until the date reimbursed by Architect to County.

7.4.3 Withholding. In addition, and without limitation upon any of the other provisions for withholding of payment that are set forth in this Section 7.4 or elsewhere in this Agreement, County shall have the right to withhold from any payment to Architect an additional sum of up to ten percent (10%) of any amount claimed due by Architect until (other than amounts permitted to be charged by Architect as lump or fixed fee charges) has fully complied with any outstanding and unsatisfied request for performance by Architect of any obligation under this Article 7. Upon Architect's full compliance, such sum withheld under this Paragraph 7.4.3 shall be released to Architect.

7.4.4 Legal Proceedings. Architect's compliance with the requirements of this Article 7 shall be a condition precedent to maintenance by Architect of any legal action or arbitration against County relating to Architect's or County's performance under or related to this Agreement.

7.5 SUBCONSULTANTS

Architect shall ensure that the provisions of this Article 7 are included in all contracts entered into by Subconsultants, of every Tier, who perform services for the Project; provided, however, that Architect shall have the right to limit the scope of a Architect's obligation to allow for inspection or audit of books and records concerning actual costs of performance to costs that are related to: (1) costs of Subconsultant's administering its performance under its contract with Architect for the Project; (2) services that are performed on an hourly or cost reimbursement basis; (2) Additional Services; (3) cost or expenses that are payable on a reimbursement basis; and (4) Claims.

ARTICLE 8
DEFAULT, TERMINATION AND SUSPENSION

8.1 TERMINATION BY COUNTY FOR CAUSE

8.1.1 Default by Architect. Architect shall cure any default in performance of its obligations under this Agreement within two (2) Days after receipt of written notice from County; provided, however, that if the breach cannot reasonably be cured within such time, then Architect will commence to cure the breach within two (2) Days and will diligently and continuously prosecute such cure to completion within a reasonable time, which shall in no event be later than ten (10) Days after receipt of such written notice. Nothing herein shall be interpreted as obligating County to give an opportunity to cure in the case of an emergency or if the default is of the type that County determines, in good faith, cannot be cured, or cannot be fully cured, within the time periods set forth in this Section 8.1.

8.1.2 Remedies Upon Default. In the event of any default by Architect, including, without limitation, a default that Architect fails to cure within the time periods set forth in Paragraph 8.1.1, above, then County may by written notice to Architect, effective upon Architect's receipt of such notice or upon such later date as may be set forth in such notice, pursue any remedies available under Applicable Laws, including, without limitation, the following:

.1 **Take-Over.** County may, without terminating this Agreement, terminate or discontinue the Architect's performance and delete, take over or arrange for performance by others of some or all of the Basic Services and Additional Services, reserving to itself all rights to recover all Losses, including, without limitation, any Losses related thereto.

.2 **Termination.** County may terminate this Agreement upon written notice, reserving to itself all rights to recover all Losses, including, without limitation, all Losses related thereto.

8.1.3 Rights Cumulative. All of County's rights and remedies under this Agreement are cumulative and shall be in addition to those rights and remedies available under Applicable Laws. No termination or other action taken by County after exercise of its rights under this Article 8 shall prejudice any other rights or remedies of County provided by Applicable Laws or by this Agreement.

8.1.4 Disability, Insolvency. In addition to the other rights granted to County under this Agreement or Applicable Laws, County shall have the right to terminate this Agreement for default by giving seven (7) days written notice to Architect, if: (1) Architect is an individual and should die or be adjudged incompetent; (2) Architect attempts to assign this Agreement; (3) a petition of bankruptcy is filed by Architect or Architect is adjudicated or admitted to be a bankrupt in connection with an involuntary petition of bankruptcy filed against Architect; (4) Architect should make a general assignment for the benefit of creditors; or (5) a receiver should be appointed on account of Architect's insolvency.

8.1.5 Architect Obligations. Upon Architect's receipt from County of notice of County's exercise of any of its rights under Paragraph 8.1.2, above, Architect shall, unless the notice directs otherwise, do the following:

.1 immediately discontinue the performance of Basic Services and Additional Services to the extent specified in the notice;

.2 provide to County a description, in writing, no later than seven (7) Days after receipt of the notice of termination, of all contracts with Subconsultants that are outstanding, including, without limitation, with respect to each such contract separately, the terms of the original price, payments

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made to date, the balance owing, the status of the services performed and any outstanding withholding of funds or default, and a copy of the contract and any written changes, amendments or modifications thereto, together with such other information as County may determine necessary in order to decide whether it is in County's best interests to accept assignment of, or request Architect to terminate, the contract; and

.3 thereafter only perform such Basic Services and Additional Services as may be necessary to complete the portion of the Basic Services and Additional Services not terminated, taken over or discontinued.

8.1.6 Completion by County. In the event County exercises its rights under Paragraph 8.1.2, above, County shall have the further right, without releasing Architect from liability for failure to fulfill this Agreement, to proceed to complete the Basic Services and Additional Services by any means that County determines is expedient and withhold all or a portion of the monies, if any, owing to Architect until County has completed such Basic Services and Additional Services.

8.1.7 Payment to Architect.

,1 **Terminated Services.** With respect to any or all Basic Services and Additional Services that are terminated, discontinued or taken over by County pursuant to an exercise by County of its rights under Paragraph 8.1.2, above, and without limitation to County's other rights under this Agreement or Applicable Laws: (1) if the Losses to County, whether incurred or threatened, arising out of any default by Architect (whether or not such default was the subject of the County's notice of default) or County's exercise of its remedies for default by Architect, exceed the amount of Basic Services Compensation and Additional Services Compensation calculated pursuant to Sections 6.1 and 6.2, above, that was earned by Architect for such Basic Services and Additional Services performed up to, and not beyond, the effective date of such termination, discontinuance or take over by County, then Architect shall be liable to County for the difference and shall promptly remit same to County; or (2) if the sum of such Losses is less than the amount of such Basic Services Compensation and Additional Services Compensation, then County shall pay the difference to Architect within forty-five (45) Days after receipt by County of an Invoice for Payment prepared in accordance with this Section 8.1 and Sections 6.1 through 6.3, above, requesting payment of such Basic Services Compensation and Additional Services Compensation.

.2 **Continuing Services.** In the event of a partial termination, discontinuance or take over by County pursuant to an exercise by County of its rights under Paragraph 8.1.2, above, and without limitation to County's other rights under this Agreement or Applicable Laws: (1) with respect to that portion of Basic Services or Additional Services that is not terminated, discontinued or taken over by County, County shall make a Good Faith Determination of an adjustment in the Basic Services Compensation and Additional Services Compensation under this Agreement to reflect the reduction in the scope of Basic Services and Additional Services remaining to be performed by Architect; and (2) Architect shall continue performance of such Basic Services and Additional Services and shall be paid by County therefor in accordance with the terms of this Agreement.

,3 **Conversion.** In the event a termination, discontinuance or take over by County for cause pursuant to this Section 8.1 is determined to be wrongful, Architect's right to payment or recovery shall be governed by the provisions of Subparagraphs 8.2.2.1 through 8.2.2.3, below, in lieu of any other rights, remedies or recovery provided for by Applicable Laws.

8.2 TERMINATION WITHOUT CAUSE

8.2.1 Termination for Convenience. Upon at least three (3) Days' written notice to Architect prior to the effective date of an exercise of a right under this Section 8.2, County shall have the right, in its sole and absolute discretion and without cause and for its convenience, to terminate, discontinue or take over all or any portion of this Agreement or Architect's performance under this Agreement. Upon receiving such notice, Architect shall, unless the notice directs otherwise, take the actions required by Paragraph 8.1.5, above.

8.2.2 Payment to Architect.

.1 Terminated Services. With respect to any or all Basic Services and Additional Services that are terminated, discontinued or taken over by County pursuant to Paragraph 8.2.1, above, Architect shall, within seven (7) Days after exercise by County of a right to terminate, discontinue or take over pursuant to Paragraph 8.2.1, above, submit to County an Invoice for Payment prepared in accordance with Sections 6.1 through 6.3, above, for the amount of Basic Services Compensation and Additional Services Compensation that was earned by Architect for such Basic Services and Additional Services performed up to, and not beyond, the effective date of such termination, discontinuance or take over by County. Without limitation to County's rights under Sections 6.5 and 6.6, above, within forty-five (45) Days after receipt by County of an Invoice for Payment prepared in accordance with this Section 8.2, County shall pay to Architect the amount, if any, owing to Architect under this Paragraph 8.2.2.

.2 Continuing Services. In the event of a partial termination, discontinuance or take over by County pursuant to an exercise by County of its rights under Paragraph 8.2.1, above, and without limitation to County's other rights under this Agreement or Applicable Laws: (1) with respect to that portion of Basic Services or Additional Services that is not terminated, discontinued or taken over by County, County shall make a Good Faith Determination of an adjustment in the Basic Services Compensation and Additional Services Compensation under this Agreement to reflect the reduction in the scope of Basic Services and Additional Services remaining to be performed by Architect; and (2) Architect shall continue performance of such Basic Services and Additional Services and shall be paid by County therefor in accordance with the terms of this Agreement.

.3 Exclusive Remedy. Architect agrees to accept the payments provided for under this Paragraph 8.2.2 as its sole and exclusive right and remedy in lieu of all other rights and claims that Architect may have under this Agreement or Applicable Laws for recovery of Losses caused or claimed to be caused by County's termination, discontinuance or take over of this Agreement, including, without limitation, Losses associated with lost profits, lost opportunity, and other consequential damages.

8.3 SUSPENSION BY COUNTY

County shall have the right to order, in writing, a suspension of performance of all services by Architect without cause and for County's convenience. If services are entirely suspended by written order of County for a continuous period of more than sixty (60) consecutive Days, and such suspension is not due to a breach of this Agreement by Architect or the negligence, willful misconduct or violation of an Applicable Law by Architect or a Subconsultant, and if County thereafter requests in writing that Architect resume performance following such suspension, then Architect shall be entitled to payment as additional compensation of any unavoidable direct, out-of-pocket costs payable by Architect or Subconsultants to third-party vendors of supplies as a result of such suspension. No other adjustment to Architect's compensation and no other recovery by Architect or any Subconsultant of Losses associated with such suspension shall be permitted.

8.4 TERMINATION BY ARCHITECT

8.4.1 Architect's Remedies. If County fails within the applicable time period for payment provided for in Article 6, above, to make payment of sums that are not in good faith disputed by County and fails to cure such failure within thirty (30) Days after receipt of written notice of nonpayment from Architect, then, upon an additional ten (10) Days' written notice to County of intent to terminate, Architect may terminate this Agreement. The foregoing constitutes the Architect's sole and exclusive right to terminate this Agreement for any reason, including, but not limited to, any breach by County.

8.4.2 Payment to Architect. In the event of a termination by Architect pursuant to this Section 8.4, Architect's right to further payment or recovery shall be governed by the provisions of Subparagraphs 8.2.2.1 through 8.2.2.3, above, in lieu of any other rights, remedies or recovery provided for by Applicable Laws.

ARTICLE 9
INDEMNIFICATION

9.1 INDEMNIFICATION BY ARCHITECT

9.1.1 Basic Indemnity. To the fullest extent permitted by Applicable Laws, Architect agrees to defend (through legal counsel reasonably acceptable to County), indemnify, and hold harmless County, Board of Supervisors, and each of their respective members, officers, employees, agents, and volunteers ("Indemnitee(s)"), and each of them, from any and all Losses that arise out of or relate to any act or omission constituting ordinary and not professional negligence (including, without limitation, negligent breach of contract), recklessness, or willful misconduct on the part of Architect or its Subconsultants, or their respective employees, agents, representatives, or independent contractors. The Indemnitees shall be entitled to the defense and indemnification provided for hereunder regardless of whether the Loss is in part caused or contributed to by the acts or omissions of an Indemnitee or any other person or entity; provided, however, that nothing contained herein shall be construed as obligating Architect to indemnify and hold harmless any Indemnitee to the extent not required under the provisions of Paragraph 9.1.3, below.

9.1.2 Indemnity for Professional Negligence. To the fullest extent permitted by Applicable Law, Architect agrees to defend through legal counsel reasonably acceptable to County, indemnify and hold harmless the Indemnitees, and each of them, against any and all Losses that arise out of, or relate to, any act or omission constituting professional negligence on the part of Architect or its Subconsultants, or their respective employees, agents, representatives, or independent contractors. The Indemnitees shall be entitled to the defense, and indemnification provided for hereunder regardless of whether the Loss is, in part, caused or contributed to by the acts or omissions of an Indemnitee or any other person or entity; provided, however, that nothing contained herein shall be construed as obligating Architect to indemnify and hold harmless any Indemnitee to the extent not required under the provisions of Paragraph 9.1.3, below.

9.1.3 Limitations on Indemnity Obligation. Without affecting the rights of County under any other provision of this Agreement, Architect shall not be required to indemnify or hold harmless an Indemnitee for a Loss due to that Indemnitee's negligence, recklessness or willful misconduct; provided, however, that such negligence, recklessness or willful misconduct has been determined by agreement of Architect and Indemnitee or has been adjudged by the findings of a court of competent jurisdiction.

9.1.4 Subconsultant Indemnity Agreements. Architect agrees to obtain or cause to be obtained executed defense and indemnity agreements with provisions identical to those set forth in this

Section 9.1 from each and every Subconsultant, of every Tier.

9.1.5 No Limitation by Insurance. Architect's indemnification obligations under this Agreement shall not be limited by the amount or type of damages, compensation or benefits payable under any policy of insurance, workers' compensation acts, disability benefit acts or other employee benefit acts.

9.1.6 Enforcement. The Indemnitees shall be entitled to recover their attorneys' fees, costs and expert and consultant costs in pursuing or enforcing their right to defense and/or indemnification under this Agreement.

ARTICLE 10
INSURANCE

10.1 ARCHITECT'S INSURANCE

10.1.1 Required Coverages. Prior to the commencement of any services, Architect shall, at its own expense, purchase from, and maintain with, a company or companies lawfully authorized and approved by Governmental Authorities to do business in the jurisdiction in which the Project is located and having an A.M. Best Company rating of no less than A:8, the insurance coverages set forth in this Section 10.1, which coverages shall remain in force throughout Architect's performance of this Agreement and for such longer periods as may be required by this Agreement, unless such requirements are waived, in writing, by the County's 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 after which full compliance with this Section 10.1 shall be required. Except as otherwise expressly provided in this Section 10.1, such policies and coverages shall, without limitation, protect Architect from claims which may arise out of, or result from, the Architect's performance of this Agreement, whether such performance be by itself or by any Subconsultant, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, and shall comply with the following requirements:

.1 **Commercial General Liability** insurance on a form at least as broad as Insurance Services Office ("ISO") Commercial General Liability Coverage "occurrence" form CG20101185 (Form B) or ISO Comprehensive General Liability "occurrence" form acceptable to the County with the Broad Form Comprehensive General Liability Endorsement GLO404 (with no Property Damage Liability exclusions pertaining to loss by explosion, collapse or underground damage), including, without limitation, coverage for bodily injury, sickness, disease, or death of any person, injury to, or destruction of tangible property, including loss of use resulting therefrom, blanket contractual liability coverage (including, without limitation, coverage for the Architect's indemnification obligations set forth in Article 9, above), and including an endorsement amending the aggregate limits to apply on a per location or per project basis, with limits of liability coverages of no less than the following amounts:

$2,000,000	General Aggregate (Other Than Products-Completed Operations)
$2,000,000	Products-Completed Operations Aggregate Limit for a period of five (5) years following Final Completion and Acceptance of the Project
$1,000,000	Personal and Advertising Injury Limit
$1,000,000	Per Occurrence Limit

.2 **Professional Liability** insurance, issued on a "claims made" basis, with limits of liability coverage in the amounts of no less than the following: (1) if the Fixed Limit is $5 million or less: $1,000,000 per claim and $1,000,000 in the annual aggregate; (2) if the Fixed Limit is over $5 million and $10 million or less: $2,000,000 per claim and $2,000,000 in the annual aggregate; and (3) if the Fixed

Limit is over $10 million: $5,000,000 per claim and $5,000,000 in the annual aggregate. Such policy shall provide coverage (including, without limitation, all costs and expenses resulting from the investigation and defense of any claim) for damages from claims for bodily injury or property damage to County or to any third party (including, without limitation, loss of use of damaged and non-damaged property) due to any breach of duty in the performance of professional services. Professional liability coverage shall have an inception date or a retroactive date coinciding with, or prior to, the date of execution of this Agreement or the date of first performance of any services under this Agreement, whichever date is earlier, and coverage shall continue uninterrupted until five (5) years after Final Completion and Acceptance of the entire Project. Coverage for such post-completion period may be provided by renewal or replacement of the policy for each of five (5) years or by a five-year extended reporting period endorsement that reinstates the aggregate limit for the extended reporting period. Renewal or replacement policies shall not allow for any advancement of the retroactive date. Any deductible or self-insured retention under the foregoing professional liability policy shall not, except with the approval of County granted or withheld in the County's sole and absolute discretion, exceed $500,000.

.3 **Motor Vehicle Liability** insurance issued on an ISO Business Auto Coverage form, including Symbol 1, acceptable to the County with limits of liability coverage of not less than $1,000,000 per occurrence combined single limit for bodily injury and property damage for all owned, hired, and non-owned vehicles.

.4 **Workers' Compensation** insurance (Coverage A) as prescribed by the laws of the State of California. The Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits of not less than $1,000,000 per person per accident and shall provide a Borrowed Servant/Alternate Employer Endorsement.

10.1.2 Notice of Cancellation. Each policy of insurance shall: (1) be in a form, and with insurers, satisfactory to County; (2) incorporate such endorsements as County may reasonably request; and (3) provide for thirty (30) Days' advance notice to County of non-renewal, material change, cancellation, or potential exhaustion of aggregate limits.

10.1.3 Additional Insureds. Architect shall have the following named as Additional Insureds by means of endorsement to its General Liability, Excess (or Umbrella) Liability, and Motor Vehicle Liability policies: (1) the Indemnitees; (2) the persons or entities listed in the Additional Insureds List - Exhibit "L" attached hereto; and (3) all subsidiary companies, corporations, entities, joint ventures, LLC's, or partnerships that are owned, managed or controlled by the entities listed in Clauses (1) or (2) of this Paragraph 10.1.3. Such coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds. The "Insured" clause covering Additional Insureds shall: (a) be no more restrictive than the coverage afforded by ISO 2010 11/85 edition; (b) state that the coverage provided to the Additional Insureds is primary and non-contributing with any other insurance available to the Additional Insureds; and (c) require a waiver of subrogation in favor of all Additional Insureds.

10.1.4 Self Insured Retentions. Policies of insurance for the coverages described in Paragraph 10.1.1, above, with the sole exception of professional liability insurance, shall not have self insured retentions which exceed $500,000 per occurrence. All deductibles and self insured retentions on insurance required to be obtained by Architect under this Agreement shall be borne by Architect at its sole expense and without reimbursement by County.

10.1.5 Certificates of Insurance. Prior to the commencement of any services under this Agreement, and at any time thereafter upon County's request during the term of this Agreement, Architect shall provide County with written evidence of the required coverages in the form of certificates of insurance with the applicable endorsements (including, without limitation, an endorsement confirming

coverage for the Additional Insureds) attached or copies of the policies. County reserves the right to require complete, certified copies of all required insurance policies at any time, including endorsements providing the coverages required by this Agreement.

10.1.6 Waiver of Subrogation. For Commercial General Liability and Workers' Compensation insurance, the insurer shall agree to waive all rights of subrogation against the Additional Insureds for Losses arising from activities and operations of an insured in the performance of services under this Agreement.

10.1.7 Lapse in Coverage. If Architect or any Subconsultant, for any reason, fails to maintain any insurance coverage which is required pursuant to this Agreement, the same shall be deemed a material breach of this Agreement. County, at its sole option, may thereupon terminate this Agreement and obtain damages from Architect resulting from said breach. Alternatively, County may purchase such coverage (but has no obligation to do so) and, without further notice to Architect, may deduct from sums due to Architect any premium costs advanced by County for such insurance.

10.1.8 Subconsultants. Except as otherwise stated in Subconsultant Insurance Requirements - Exhibit "P" attached hereto, Subconsultants shall be required to maintain insurance on the same terms and with the same coverages as required of Architect under this Agreement.

ARTICLE 11
DISPUTE RESOLUTION

11.1 RESOLUTION OF DISPUTES

Disputes between County and Architect shall be resolved by way of an action filed in the Superior Court of the State of California, in and for the County of Riverside.

11.2 GOOD FAITH DETERMINATIONS

Wherever in this Agreement it is provided that the County may or shall make a determination or decision in the exercise of good faith (including, without limitation, provisions in this Agreement calling for a Good Faith Determination), any such determination or decision that the person exercising such right on behalf of County believes in good faith to be a proper exercise of County's rights and to have a reasonable basis in fact, whether or not such determination is in fact proper, reasonable or correct or adjudged to be so, shall be complied with by Architect without Delay to Architect's performance under this Agreement. However, unless this Agreement expressly provides otherwise, neither such good faith determination or decision nor Architect's compliance therewith shall be interpreted as precluding the Architect from exercising its rights to seek adjudication of its rights in the manner permitted by this Agreement or Applicable Laws.

11.3 ATTORNEY'S FEES

If any legal action, arbitration, or other legal proceeding is brought in connection with, or related to, the interpretation, performance, or enforcement of this Agreement, including, but not limited to, an action to rescind this Agreement, the prevailing party therein shall be entitled to recover from the other party the prevailing party's actual costs, expenses, and attorneys' fees at arbitration, mediation, trial, and on appeal, including, without limitation, a sum for time expended by in-house attorneys and paralegals. The determination of the "prevailing party" shall be based upon the party who prevails upon the matters actually litigated or arbitrated and shall not be determined solely based on which party receives a net monetary recovery.

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ARTICLE 12
ROYALTIES, PATENTS, COPYRIGHTS AND TRADE SECRETS

12.1 ROYALTIES

Architect shall pay all royalties and license fees in connection with its performance of this Agreement. Compensation for such royalties and fees is included in Architect's Basic Services Compensation and shall not be separately reimbursed.

12.2 INFRINGEMENT

Architect shall not infringe any United States patent, copyright, trade secret, or other proprietary right for or in any work of authorship, material, product, or any other form of intellectual property, or any part thereof (including, without limitation, software, hardware, service, design or equipment), used or furnished in connection with this Agreement.

12.3 NOTICE BY ARCHITECT

In those instances where Architect has reason to believe that a particular design, process, or product of one or more manufacturers that Architect is directed to use by County would infringe upon any of the rights listed in Section 12.2, above, Architect shall immediately notify County of its belief and the reasons therefor in writing.

ARTICLE 13
MISCELLANEOUS

13.1 GOVERNING LAW AND VENUE

This Agreement shall, without regard to the law of conflicts of laws that may otherwise call for application of the laws of a different jurisdiction, be governed by the laws of the State of California. The Superior Court for the County of Riverside shall have exclusive jurisdiction over any litigation arising out of or relating to this Agreement.

13.2 HAZARDOUS SUBSTANCES

13.2.1 Introduction by Architect. Architect and its Subconsultants shall not cause or knowingly permit, or include in its Design Documents any provision allowing for, any Hazardous Substances to be deposited, stored, disposed, placed, generated, manufactured, buried, refined, transported, treated, discharged, handled, or located on the Site or in Existing Improvements, except as may be specifically authorized in writing by County; provided, however, that Hazardous Substances may be specified for temporary use or storage where reasonably required for, and in quantities appropriate to, the performance of the Work and where the use and storage of such Hazardous Substances is permitted by, and specified to be performed in conformity with, Applicable Laws. Should Architect or a Subconsultant violate the foregoing obligation, Architect shall at its own expense and without limitation to County's other rights or remedies for default immediately: (1) inform County in writing of such event; (2) advise County with respect to any release reporting or notification requirement that may apply as a result of such event; (3) assist County in complying with any such reporting or notification requirement as determined by County; and (4) perform any investigation, remediation, removal, or other response that is necessary or desirable in order to abate or clean up the condition resulting from such event, to the full satisfaction of County and any applicable Governmental Authority. Such Hazardous Substances shall be

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removed and properly disposed of as soon as they can be accepted at an appropriate disposal facility, and in no event later than sixty (60) Days after such waste is generated, unless a longer time is approved by County.

13.2.2 Existing Hazardous Substances. Architect recognizes that Hazardous Substances may exist at or beneath the ground at the Site and that certain waste materials, such as, but not limited to, drill cuttings and drilling fluids, must be handled as if contaminated until a determination as to whether they are Hazardous Substances is made. If the Architect's Basic Services do not include the investigation or assessment of environmental conditions or Hazardous Substances, then in the event Architect or its Subconsultants encounter materials existing or otherwise present at the Site that are reasonably believed to be Hazardous Substances that have not been rendered harmless, Architect and/or Subconsultant shall report the condition to County in writing and County shall be solely responsible for arranging for and paying the costs lawfully to transport, store, treat, recycle, dispose of, or otherwise handle the Hazardous Substances present at the Site. If the Architect's Basic Services include the investigation or assessment of environmental conditions or Hazardous Substances, then Architect shall: (1) promptly make a determination whether the materials encountered are Hazardous Substances; (2) promptly advise County of the options and costs for handling, storing and disposing of such materials (whether they are Hazardous Substances or not); (3) appropriately handle, contain and label such materials as are Hazardous Substances in accordance with Applicable Laws; (4) promptly inform County that such handling, containerization and labeling have been performed; and (5) leave the containers on Site in an appropriate designated location for lawful storage and disposal by County. County shall be solely responsible for arranging for and paying the costs to lawfully transport, store, treat, recycle, dispose of or otherwise handle Hazardous Substances generated by Architect's proper performance of its professional services. Should the proper and lawful transportation and disposal of any such materials be required, Architect's responsibilities shall be limited to preparing manifests or related documents for execution by County. In this regard, County shall sign all manifests and bills of lading, and approve similar documents, including subcontracts for disposal activities, that identify County as the generator/owner of any hazardous or contaminated material that is removed from the Site. County shall be solely responsible for notifying all appropriate federal, state, local or other governmental agencies of the existence of any Hazardous Substances on or about the Site or discovered during performance of this Agreement; no such notice shall be given by Architect without prior discussion and approval by County.

13.3 NO WAIVER

A waiver, by either party to this Agreement, of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character. County's approval, acceptance or use of, or payment for, all or any part of Architect's services shall not in any way alter Architect's obligations, or waive any of County's rights, under this Agreement.

13.4 NO THIRD-PARTY RIGHTS

Nothing contained in this Agreement is intended to make any person or entity who is not a signatory to this Agreement a third-party beneficiary of any right or obligation created by this Agreement or by operation of Applicable Laws.

13.5 EXTENT OF AGREEMENT

This Agreement represents the entire Agreement between County and Architect for the furnishing of services to the Project, and supersedes all prior negotiations, representations or agreements, either written or oral, and may be amended only by written instrument signed by both County and Architect.

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13.6 SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon County and Architect and their respective successors and assigns. Neither the performance of this Agreement nor any part thereof, nor any monies due or to become due hereunder, nor any claim hereunder, may be assigned by Architect without the prior written consent and approval of County, which may be granted or withheld in County's sole and absolute discretion. This Agreement and all of County's rights in and to the Design Documents may be assigned by County upon written notice to Architect. County shall have no liability or responsibility to Architect for payment for any services performed or cost incurred after the date of such assignment and notice thereof by County to Architect.

13.7 CONFIDENTIALITY

The Architect acknowledges that, in the course of the Architect's employment and performance under this Agreement, the County may make available to the Architect, and the Architect may utilize and may participate in the creation of, proprietary and confidential information, including, without limitation, plans, specifications, projected and actual budgets, construction and development schedules, operating procedures, pricing data, transaction terms, Site-related information, studies (including survey, soil, environmental, structural, topographic and seismic) and other Project information (hereinafter collectively, "Proprietary Information"). The Architect agrees on behalf of itself and its employees, officers, board members and Subconsultants that all Proprietary Information shall be kept strictly confidential. Such confidentiality obligation includes, without limitation, the following covenants by Architect: (1) the Proprietary Information shall not be disclosed, either verbally or in writing, to a person or entity that is not related to the Project; (2) the Proprietary Information shall not be disclosed to any person or entity related to the Project other than County unless such disclosure is essential to the Architect's performance of this Agreement or to the performance by a Project-related person or entity of its Project-related work, services or obligations; (3) Architect shall not publicly reveal any Proprietary Information unless such disclosure is essential to the Architect's performance of this Agreement or to the performance by a Project-related person or entity of its Project-related work, services or obligations; (4) subject to the provisions of Paragraph 1.7.7, above, Architect shall return all Proprietary Information (including all copies made thereof) to County upon request and in any event within sixty (60) Days after termination or full performance of this Agreement; (5) Architect shall not be deemed the author of any of the Proprietary Information and retains no Intellectual Property Rights in the Proprietary Information; (6) to the extent the Architect provides any Proprietary Information to a Subconsultant, the Architect shall be responsible for obtaining and enforcing a written agreement from each such Subconsultant pursuant to which such Subconsultant agrees to be bound by the terms of this Section 13.7; and (7) in the event that the Architect or any Subconsultant is required, or becomes legally compelled, to disclose any of the Proprietary Information or take any other action prohibited hereby, the Architect will provide County with prompt written notice so that the County may seek a protective order or other appropriate remedy and/or waive in writing compliance with the provisions of this Section 13.7. County shall have full recourse under Applicable Laws in enforcing this Section 13.7, including without limitation the right to seek specific performance and injunctive relief and to recover all damages resulting from a violation hereof. Architect shall instruct all of its employees working on the Project of the foregoing confidentiality obligation.

13.8 INDEPENDENT CONTRACTOR

Architect is and shall at all times remain, as to County, a wholly independent contractor, both in respect to its design and construction administration obligations, as well as all other acts or omissions that occur in connection with its performance of this Agreement. Neither County nor any of its agents shall have control over the conduct of Architect or any of Architect's officers, agents or employees, except as

otherwise herein set forth. Architect shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of County.

13.9 ARCHITECT'S REPRESENTATIONS

Without limitation to any other covenants, agreements, or representations contained in this Agreement, Architect warrants and represents that: (1) it is financially solvent, able to pay its debts as they mature and possessed of sufficient working capital to complete the services and perform the obligations required by this Agreement; (2) it is authorized to do business in the State of California; (3) it is duly licensed in accordance with Applicable Laws to enter into this Agreement for performance of the services to be provided by this Agreement; and (4) all services required to be performed by this Agreement or performed under this Agreement shall be performed by persons duly licensed in accordance with Applicable Laws to perform such services. Architect shall require that the foregoing warranties be provided, in writing, by each of its Subconsultants as part of its contracts with its Subconsultant.

13.10 SURVIVAL

The provisions of this Agreement which by their nature survive, or involve a right that is to be or may be exercised by or afforded to a party, or an act or obligation that is to be assumed or performed by a party, after the point in time that full performance or termination of this Agreement has occurred, including, without limitation, all obligations of indemnification, insurance, audit, dispute resolution, confidentiality, ownership of documents and records retention, shall remain in full force and effect after full performance or termination of this Agreement.

13.11 SEVERABILITY

In the event a provision of this Agreement, or portion thereof, is held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions or portions shall not be affected, and such remaining provisions or portions shall be enforceable to the fullest extent allowable by Applicable Laws in order to give maximum legal force and effect to those provisions or portions that are not invalid, illegal or unenforceable.

13.12 INTERPRETATION

Architect and County acknowledge that the terms of this Agreement have been mutually negotiated and, accordingly, shall not be interpreted against either County or Architect on the basis that either party was solely responsible for or in control of the drafting of this Agreement.

13.13 ADVERTISING

Architect may not use County's name or refer to County or the Project, directly or indirectly, in any promotional materials, advertisement, news release or release to any professional or trade publication without County's prior written approval, which may be granted or withheld in its sole and absolute discretion.

13.14 ELECTRONIC DOCUMENTS

In the event of any conflict between a document contained in an electronic file and the hard copy of such document maintained in the files of County or Architect, the hard copy shall control.

13.15 EXECUTION

Execution by means of signature of a party hereto on a facsimile copy or electronically transmitted copy shall be binding to the same extent as execution of an original.

13.16 COUNTERPARTS

This Agreement may be executed in separate counterparts, any one of which need not contain signatures of more than one party, but all of which taken together shall constitute the same agreement.

13.17 TITLES FOR CONVENIENCE

The table of contents and the headings of articles and paragraphs are for convenience only and shall not modify rights and obligations created by this Agreement.

13.18 NONDISCRIMINATION

Architect shall comply, and cause its Subconsultants, of every Tier, to comply, with all requirements of Applicable Laws pertaining to equal opportunity employment and nondiscrimination, including, without limitation, those requirements prohibiting discrimination against or segregation of any person or group of persons on account of age, ancestry or national origin, color, creed, disability, gender, marital status, race, religion or sexual orientation, nor shall Architect permit any such practice prohibited by such requirements to take place in connection with the selection, location or number of consultants or vendors employed. Architect shall include the provisions of this Section 13.18 in all contracts entered into with Subconsultants for performance of services provided for under this Agreement.

13.19 SERVICES PERFORMED BY ARCHITECT OR AFFILIATES

The Architect shall not enter into any subcontract, contract, agreement, purchase order, or other arrangement ("Arrangement") for the furnishing of any portion of the services provided for in this Agreement with any party or entity if such party or entity is an Affiliated Entity (as defined below), unless such Arrangement has been approved in writing by the County after full disclosure in writing by the Architect to the County of such affiliation or relationship and all details relating to the proposed Arrangement. The term "Affiliated Entity" as used in this Section 13.19 means any entity related to or affiliated with the Architect or with respect to which the Architect has direct or indirect ownership or control, including, without limitation: (1) any entity owned in whole or part by the Architect; (2) if the Architect is a corporation, any holder of more than 10% of the issued and outstanding shares of the Architect; (3) if Architect is not a corporation, any holder of an ownership interest in Architect; or (4) any entity in which any officer, director, employee, partner, or shareholder (or member of the family of any of the foregoing persons) of the Architect, or any entity owned by the Architect, has a direct or indirect interest which interest includes, but is not limited to, that of a partner, employee, agent, or shareholder.

13.20 REBATES, KICKBACKS

Architect represents and warrants that it has neither paid or agreed to pay, nor will it pay, any sums or any other consideration to any member of the Board of Supervisors or any other director, officer, employee, agent or other representative of County in connection with this Agreement or any services hereunder, nor has any such payment or agreement for payment been requested or solicited by any such member, director, officer, employee, agent or representative. Architect hereby acknowledges that it understands that this representation and warrant constitute a material inducement upon which County is relying in entering into and performing this Agreement.

ARTICLE 14
NOTICES

14.1 DELIVERY AND ADDRESSES

14.1.1 Delivery. Any notice that is required by this Agreement shall be given as provided hereinbelow. Electronic (i.e., e-mail) notice shall not be sufficient. All notices, demands, or requests to be given under this Agreement shall be given in writing and shall be conclusively deemed received as follows:

(1) on the date delivered if delivered personally;

(2) on the third (3rd) business day after the deposit thereof in the United States mail, postage prepaid, and addressed as hereinafter provided;

(3) on the date received if sent by facsimile transmission or overnight mail (such as, but not limited to, UPS, Fed Ex, or other similarly reputable private of public express carriers); and

(4) on the date it is accepted or rejected if sent by certified mail.

14.1.2 Addresses. All notices, demands or requests required by this Agreement shall be addressed to the parties as follows:

To County at:

Economic Development Agency
Riverside Centre
3403 Tenth Street, 4th Floor
Riverside, CA 92501
Attention: Charles Waltman

With additional copies to:
Economic Development Agency
Riverside Centre
3403 Tenth Street, 4th Floor
Riverside, CA 92501
Attention: Vince Coffeen

To Architect at:
DLR Group Inc. (a California corporation)
1650 Spruce Street, Suite 300
Riverside, CA 92501
Attn: Pam Touschner

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With additional copies to:

DLR Group Inc.
6457 Frances Street, Suite 200
Omaha, NE 68106
Attention: Dennis Wiederholt

14.2 CHANGE OF ADDRESS

In event of any change of address, the moving party is obligated to notify the other party of the change of address in writing. Each party may amend, supplement and update the notice list to add, delete or replace any listed individuals by notice to the other party in writing.

ARTICLE 15
EXHIBITS

The following exhibits are attached hereto and incorporated in this Agreement by this reference as part of the terms of this Agreement:

Exhibit "A"	-	Property Description
Exhibit "B"	-	Description of Basic, Additional and Excluded Services
Exhibit "C"	-	Initial Program
Exhibit "D"	-	Master Project Schedule
Exhibit "E"	-	Key Personnel List
Exhibit "F"	-	Subconsultants and County Consultants List
Exhibit "G"	-	Fee Breakdown and Reimbursable Expenses Schedule
Exhibit "H"	-	Hourly Rates Schedule
Exhibit "I"	-	Payment Schedule
Exhibit "J"	-	Reference Documents List
Exhibit "K"	-	General Conditions of the Standard Form Construction Contract Between County and Contractor
Exhibit "L"	-	Additional Insureds List
Exhibit "M"	-	Release Forms
Exhibit "N"	-	Invoice for Payment Form
Exhibit "O"	-	Construction Document Deliverables
Exhibit "P"	-	Subconsultant Insurance Requirements

In the event of a conflict between the provisions of any of the above-listed exhibits and the terms and conditions of the Agreement, the latter shall control.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement, on the ____ day of _____, 20__ [to be filled in by Clerk of the Board].

"COUNTY"

COUNTY OF RIVERSIDE

By:_____
Chairman
Board of Supervisors

ATTEST:

KECIA HARPER-IHEM
Clerk of the Board

By:_____
Deputy

(SEAL)

APPROVED AS TO FORM:
GREGORY P. PRIAMOS
County Counsel

By: _____ 9/19/16
Marsha L. Victor
Principal Deputy County Counsel

"ARCHITECT"

DLR Group Inc. (a California corporation)

_____
(sign on line above)

By: Pamela Touschner. FAIA

Title: Sr. Principal / Vice President

The following information must be provided concerning the Architect:

State whether Architect is corporation, individual, partnership, joint venture or other:

Corporation

If "other", enter legal form of business:

_____

Enter address: 1650 Spruce Street, Suite 300
Riverside, CA 92507

Telephone: (951) 682-0470
Facsimile: (951) 682-1801
E-mail: ptouschner@dlrgroup.com

Employer State
Tax ID #: 94-329260
License # CA 24903

If Architect is not an individual or corporation, list names 4 representatives who have authority to bind Architect:

_____

If Architect is a corporation, state:

Name of President: Adrian Cohen, FAIA

Name of Secretary: Dennis Wiederholt

State of Incorporation: California

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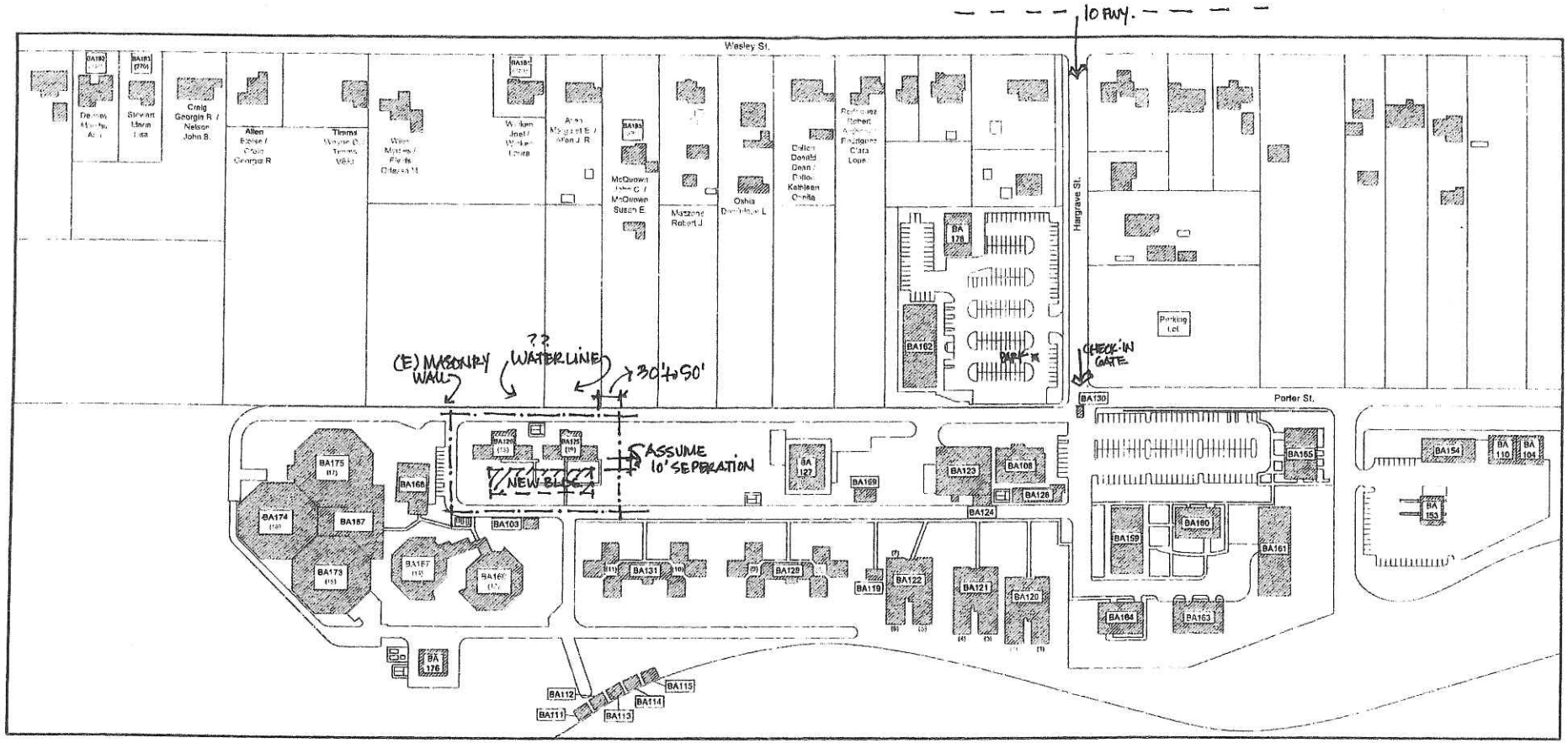
EXHIBIT "A "

PROPERTY DESCRIPTION

The scope of the project will address construction of one (1) new clinic building and provide the necessary extension of existing site utilities to support the new building. Per the approved space needs assessment, the clinic building is planned to be single story, 7,400 square feet and located to the south of the existing Housing Unit #18 at the Smith Correction Facility located at 1627 S. Hargrave Street, Banning, CA.

See attached Facility Plan, dated 03/16/2009 and Site Plan, dated 07/19/2016.



BA103: BRCC-West Tower
BA104: BRCC-Maintenance
BA108: BRCC-Administration
BA110: BRCC-Facility Support Service
BA111~115: BRCC-Quonset Hut
BA119: BRCC-Supply Storage
BA120: BRCC-Housing Unit 1 & 2
BA121: BRCC-Housing Unit 3 & 4
BA122: BRCC-Housing Unit 5, 6 & 7
BA123: BRCC-Warehouse / Laundry
BA124: BRCC-East Tower (Central Control)

BA125: BRCC-Housing Unit 19
BA126: BRCC-Housing Unit 18
BA127: BRCC-Kitchen
BA128: BRCC-Visit
BA129: BRCC-Housing Unit 8 & 9
BA130: BRCC-Parameter 1
BA131: BRCC-Housing Unit 10 & 11
BA153: BA-Gas Station and Car Wash
BA154: BRCC-Vehicle Maintenance
BA159: SCF-Classrooms
BA160: SCF-Program Administration

BA161: SCF-Construction Technology
BA162: SCF-SECP and WRP
BA163: SCF-Landscape
BA164: SCF-Print Shop
BA165: SCF-Locker Room
BA166: SCF-Housing Unit 12
BA167: SCF-Housing Unit 14
BA168: SCF-Intake
BA169: SCF-Kitchen Storage
BA173: SCF-Housing Unit 15
BA174: SCF-Housing Unit 16

BA175: SCF-Housing Unit 17
BA176: SCF-Central Plant
BA178: SCF-Video Visitation
BA181: SCF-Wicken House
BA182: SCF-Denney House
BA183: SCF-Mathey House
BA185: BA Larry Smith-McQuown House
BA187: SCF-Transportation

LARRY D. SMITH CORRECTIONAL FACILITY

SITE PLAN

3/16/2009

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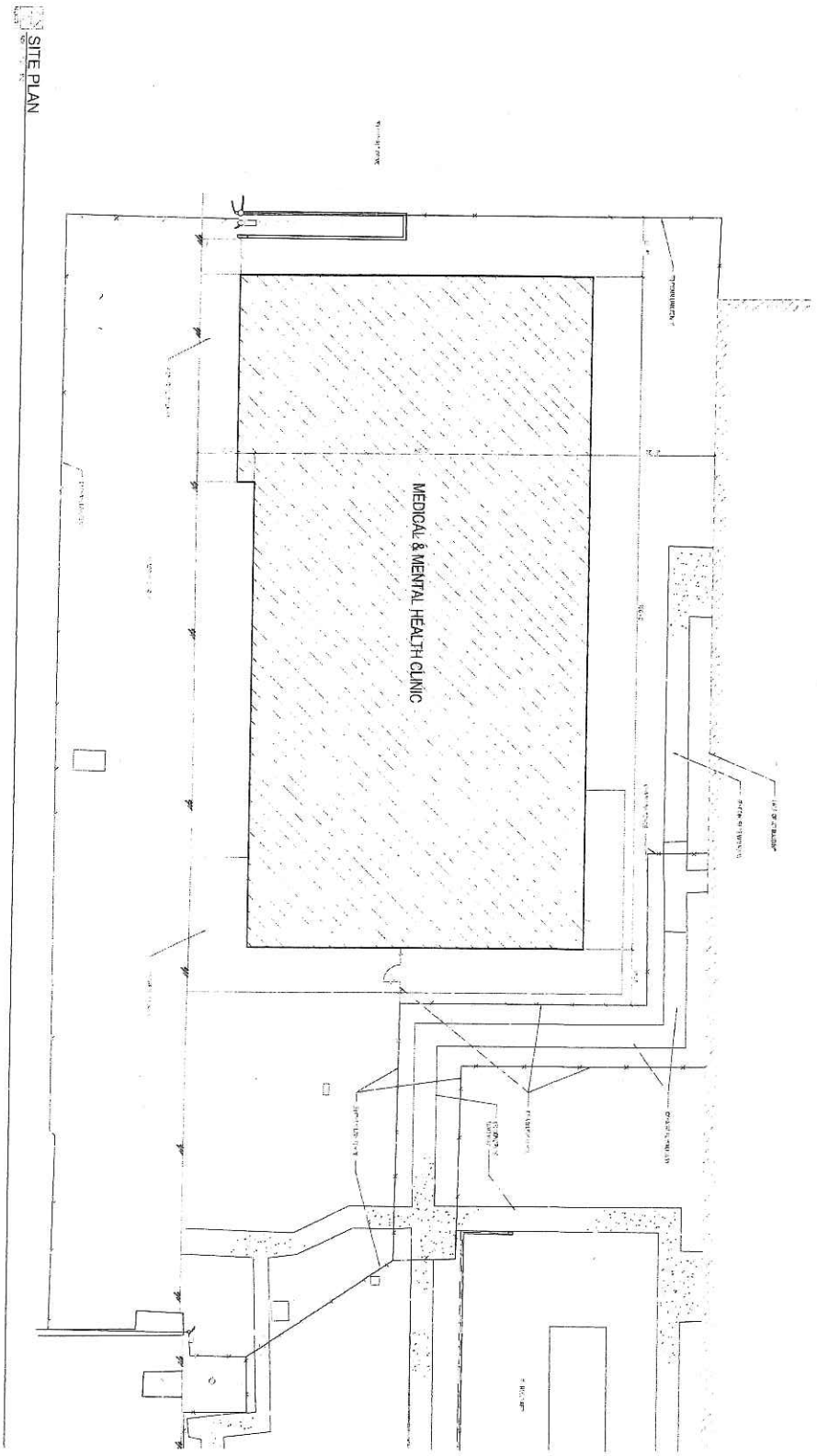

DLR Group | A0.1 | SITE PLAN | SCHEMATIC DESIGN

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EXHIBIT "B"

DESCRIPTION OF BASIC SERVICES, ADDITIONAL SERVICES AND EXCLUDED SERVICES

2.1.1 PROFESSIONAL SERVICES

.1 **Excluded Services.** The following constitute Excluded Services:

.1 Programming and Conceptural Design

.2 **Basic Services, Additional Services.** Those of the following professional services, which are marked "Yes," shall be provided by Architect as part of Basic Services. Those of the following professional services, which are marked "No" shall be deemed to be Additional Services.

Yes	No	
☑	☐	Architectural
☑	☐	Civil (1) Provide new underground locations to P.O.C. (2) Interface with all utility purveyors (3) Prel. & Final Grading & Drainage Plans (4) SWPP (allowance) (5) WQMP (6) Demolition Plan (7) IT Duct Banks (8) Hydrology Study
☑	☐	Structural
☑	☐	Mechanical
☑	☐	Plumbing
☑	☐	Electrical
☑	☐	Energy calculations Comply with Title 14 Requirements
☐	☑	California Environmental Quality Act (CEQA) compliance
☐	☑	National Environmental Policy Act (NEPA) compliance (of applicable)

INITIALS

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EXHIBIT "B"

DESCRIPTION OF BASIC SERVICES, ADDITIONAL SERVICES AND EXCLUDED SERVICES

☑	☐	National Pollution Discharge Elimination System compliance (NPDES) - SWPPP As Required
☑	☐	National Pollution Discharge Elimination System compliance (NPDES) - WQMP As Required
☐	☑	National Pollution Discharge Elimination System compliance (NPDES) - FPPP
☐	☑	Landscape (on-Site plantings)
☐	☑	Landscape (off-Site plantings)
☑	☐	Utility coordination
☑	☐	Fire/life safety
☐	☑	Acoustic No acoustician required, but rooms where confidential communications take place must mitigate against the transfer of sound.
☐	☑	Elevator
☐	☑	Parking, Striping
☑	☐	Security Provide @ holding cells with security cameras @ Sally Port and Education Training building. Security grade hardware. Security cameras or electronic monitoring system will be provided.
☑	☐	Communications (Infrastructure only)
☑	☐	Signage/graphics As required by code.

INITIALS

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EXHIBIT "B"

DESCRIPTION OF BASIC SERVICES, ADDITIONAL SERVICES AND EXCLUDED SERVICES

☐	☑	Waterproofing
☑	☐	Lighting design Included with electrical services.
☐	☑	Interior design (furniture, furnishings and artwork) (By County Vendor)
☐	☑	Space planning for tenant or rental spaces
☐	☑	Future (i.e., post-construction) facilities, systems and equipment
☐	☑	Quantity surveys and inventories
☐	☑	Appraisal of existing facilities
☐	☑	Analyses of owning and operating costs
☐	☑	Financial feasibility or other special financial studies
☐	☑	On-Site traffic flow and traffic mitigation
☑	☐	Measured drawings of Site Civil Survey developed by TTG
☑	☐	Measured drawings of Existing Improvements Civil Survey developed by TTG

INITIALS

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EXHIBIT "B"

DESCRIPTION OF BASIC SERVICES, ADDITIONAL SERVICES AND EXCLUDED SERVICES

2.1.2 PLANNING/PROGRAMMING PHASE

The Planning/Programming Phase commences upon execution of the Agreement and terminates upon approval by County of the Final Program for the Project and receipt by County of the other Design Documents required by this Paragraph 2.1.2 to be prepared by Architect as part of the Planning/Programming Phase.

Yes **No**

☐ ☑ .1 **Alternate Design Approaches.** Review and recommend alternative approaches to the design of the Project, including, without limitation, development of conceptual alternatives based on different approaches to scope.

☐ ☑ .2 **Alternative Structural Approaches.** Review and recommend alternative structural approaches for each of the different approaches recommended by the Architect for building location massing and height, including, without limitation, an analysis of how adjacent structures affect the structural design of the new structures.

☐ ☑ .3 **Alternative Contracting Approaches.** Recommend the method of contracting best suited to the Program and Master Project Schedule.

☐ ☑ .4 **Version Control Plan.** In addition to Architect's obligation for version control, if any, assumed under Subparagraph 2.1.7.17, Subpart (1) of this Exhibit "B", prepare for County's review and approval a comprehensive written plan setting forth systematic procedures for periodic and recurring updating of the Drawings and Specifications to systematically, comprehensively, efficiently and clearly incorporate and consolidate changes, additions and deletions to the Project.

☐ ☑ .5 **Design QAQC Plan.** In addition to Architect's general obligation for quality control under the Agreement, prepare for County's review and approval a written comprehensive plan setting form systematic procedures during all Phases for periodic and recurring review of the Design Documents by employees of Architect who, acting independent of the Architect's employees involved in the preparation of the Design Documents, will check the Drawings and Specifications for (1) sufficiency, completeness, accuracy, constructability and coordination, and (2) conformance with the Design Coordination Standards and who will personally certify with each submission of Design Documents during the Schematic, Design Development and Final Construction Documents Phases that the Design Documents being submitted have been checked for compliance with the Design Coordination Standards.

☐ ☑ .6 **Electronic Document Management Manual.** Prepare a written management manual, developed in conjunction with County and incorporating software systems compatible with County's software, setting forth: (1) a systematic procedure for standardizing (utilizing AutoCAD for Drawings and MS Word for Specifications and other written documents) the requirements to be followed by other Project Team members for electronic preparation and delivery of drawings, plans, specifications and other documentation, including, but not limited to, Record Documents; and (2) procedures for implementation of County's electronic-based program management system, if any, for the Project.

☐ ☑ .7 **Existing Conditions.** Based on Architect's inspection of the visible conditions of the Site and Existing Improvements, Architect's functional testing of the Existing Improvements' operating systems (including mechanical, electrical, plumbing, fire protection and low voltage systems) and

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EXHIBIT "B"

DESCRIPTION OF BASIC SERVICES, ADDITIONAL SERVICES AND EXCLUDED SERVICES

Architect's review of documentation that is available from County and current public records (including, without limitation, soils and geotechnical reports, environmental and hazardous materials surveys, as-built documentation, and public records pertaining to underground utilities), prepare a written report, data base and topographic map and survey setting forth: (1) a consolidated and coordinated statement of all available information concerning the conditions at the Site and in Existing Improvements; (2) identification of any conflicts between such information or between such information and the visible conditions of the Site or Existing Improvements; (3) confirmation of whether the Existing Improvements comply with Applicable Laws and the operating systems (including mechanical, electric, plumbing and low voltage systems) in Existing Improvements have sufficient capacity to support the proposed new designs; and (4) recommendations by the Architect for further investigation, exploration, inspection or testing by County or County's Consultants or for remediation to, or upgrading of, Existing Improvements found to be obsolete, in violation of Applicable Laws, or inadequate to support the proposed new designs.

.8 **Community Outreach.**

☐ ☑ **(1)** Participate, as and when requested, in the County's program for outreach to neighborhood residents and their representatives to assess, evaluate and distribute information with respect to matters of community concern (including, without limitation, traffic, parking, view corridors, pedestrian access, public transportation access and paths of travel) and make recommendations to County for revisions to the Program in order to satisfy the expressed needs of the community.

☐ ☑ **(2)** Prepare presentation materials (consisting of hand outs, summaries, charts and other appropriate paper and electronic visual aids) for _____ (__) presentations to community groups designed to develop community consensus on a plan of development that, to the greatest extent possible, satisfies the requirements of the County's updated Program for the Project, as well as the expressed needs of the community.

☐ ☑ .9 **Initial Program Review.** Make recommendations for revisions to the Initial Program, including advice on any impact that acceptance of such revisions by County would have upon the Master Project Schedule, in order to meet the County's most-current, stated goals and objectives and the requirements of Governmental Authorities for the Project.

☐ ☑ .10 **Final Program.** In consultation with County and County's Consultants, prepare for County's review and approval revisions to the Initial Program leading to the development of a Final Program, which Final Program when complete shall consist of a comprehensive and complete written statement of the County's Project criteria, objectives and requirements, with reference to, without limitation, the following: (1) planning, space utilization, space flexibility and expandability, function, systems operations and special equipment; and (2) typical room layout; (3) blocking and stacking diagrams depicting departmental relationship; (4) staff and visitor ingress, egress and circulation; (57) evaluations and tabulations of key functional spaces by type and location; (6) area calculations, based on net square feet, department gross square feet, building gross square feet and project gross square feet; and (7) a narrative explaining the reasons for any changes or deviations from the Initial Program.

☐ ☑ .11 **Area Calculations.** Provide square footage area calculations, based upon the Final Program approved by County, for use by County in planning, demising and allocating spaces.

☐ ☑ .12 **Perspective Drawings.** Provide zero (0) perspective drawings of the Project, as conceptualized in the Final Program approved by the County, representing the appearance of the Project from vantage points selected by County.

EXHIBIT "B"

DESCRIPTION OF BASIC SERVICES, ADDITIONAL SERVICES AND EXCLUDED SERVICES

☐ ☑ .13 **Massing Model.** Provide an computer generated study model showing in three dimensions the shape and mass of the building(s) on the Site.

☐ ☑ .14 **Zoning.** Provide materials, such as, but not limited to, sketches and exhibits, required to secure applicable zoning and architectural committee approvals and variances necessary for the Project.

☐ ☑ .15 **CEQA Compliance.** Prepare, for review and approval by County, California Environmental Quality Act compliance documentation and all pertinent studies required therein to satisfy the requirements of the California Environmental Quality Act.

2.1.3 SCHEMATIC DESIGN PHASE

The Schematic Phase commences upon the end of the Planning/Programming Phase and ends upon approval by County of the completed Schematic Design Documents.

Yes **No**

☑ ☐ .1 **Schematic Design Documents.** Prepare, for approval by County, five (5) paper copy sets and an electronic version of the following Schematic Design Documents for the Project, consistent with the Final Program and the Architect's Project Schedule:

(1) **Site Plans.** Prepare Site plans depicting the Architect's concept for the completed Project, including: (a) preliminary circulation schemes for persons and vehicles and parking; (b) ~~locations of fire hydrants and fire lanes;~~ (c) areas of hardscape and softscape (including, but not limited to, ~~plantings~~, service drives, ~~loading docks~~, walkways, ramps, steps, stairs, ~~retaining walls~~, ~~planters, furnishings, wayfinding elements, plantings~~, light fixtures ~~and other amenities~~); (d) Site elevation variations which affect circulation paths and drainage; (e) locations and dimensions of structures (new and existing), property lines, easements, setback requirements; with dimensioning (including, without limitation, at least four (4) dimensions for each side of the building (from fixed and verified landmarks) sufficient to demonstrate that all proposed buildings fit within the property lines, public rights of way, easements and the design space; (f) sections indicating massing and relationships to Existing Improvements and Site conditions; (g) a preliminary Site clearing and demolition plan depicting Existing Improvements and landscaping elements to be removed and to remain; and (h) a depiction of the preliminary routing of utility lines to proposed points of connection.

☑ ☐ (2) **Building Grid.** Prepare a dimensioned building grid system for use by other Project Team members that provides a common reference for the coordinated documentation of the Work by other Project Team members and that includes (in the case of new construction) all walls and doors and (in the case of renovation) all Existing Improvements to remain.

☑ ☐ (3) **Floor Plans.** Prepare preliminary floor plans depicting: (a) layout of walls, partitions, rooms (including room numbers and names), departmental boundaries, core elements (such as, but not limited to, lobbies, corridors, stairs, elevators, toilets, shafts, and chases), columns and other major structural elements, and sufficient dimensioning to demonstrate that all layouts fit within the design space; (b) if the Architect is providing design services related to furniture, furnishings and artwork, a proposed placement of furniture and furnishings in repetitive and typical conditions; and (c) ~~basic criteria for major finish materials, along with a summary of comparative advantages based on cost, durability, ease of maintenance and appearance.~~

☐ ☑ (4) **Façade Studies.** Prepare alternative façade studies, consisting of

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different proposed approaches to the design of the building exterior and details for each alternative describing proposed colors, materials and textures.

☐ ☑ **(5) Roof Plans.** Prepare preliminary roof plans, shown against a background of structural gridlines and building dimensions, depicting the major elements of the roofed areas, including, without limitation, major penetrations, penthouses and identification of roof mounted equipment.

☑ ☐ **(6) MEP Studies.** Prepare: (a) an outline of alternative mechanical, electrical, plumbing, fire protection, and low voltage systems, preliminary sizing of major mechanical, electrical, plumbing and fire protection equipment and equipment rooms; (b) single line diagrams of mechanical, electrical, plumbing and fire suppression distributions; and (c) identification of special mechanical, electrical, plumbing and fire protection requirements (such as, but not limited to, exhaust requirements, emergency power and fire suppression).

☐ ☑ **(7) Life Cycle Costing.** Prepare an analysis of life cycle costs (including, without limitation, capital costs, operating costs, maintenance costs and simple payback analyses) and comparative performance characteristics of each alternative identified in the County's systems selections.

☑ ☐ **(8) Preliminary Structural Analysis.** Prepare (a) a preliminary design of the major structural elements for the Project that is coordinated with the requirements of Governmental Authorities and the recommendations of the County's Consultants in the field of geotechnical engineering and, accompanied by recommendations, if any, for additional studies, reports, exploration or testing of the Site or Existing Improvements; (b) foundation and framing (at each level of the building) design Plans, sufficient to permit preliminary cost estimating; and (c) a preliminary report of the dynamic performance of the structural system suitable for the proposed occupancy.

☐ ☑ **(9) Elevator Recommendations.** Prepare preliminary recommendations on the number, types, sizes and operational characteristics of elevators.

☐ ☑ **(10) Outline Specification.** Prepare an outline Specification covering all technical divisions of the Construction Specifications Institute format, or using such other format acceptable to County.

☑ ☐ **(11) Building Code Outline.** Prepare documentation (plans and/or narratives) addressing building codes and similar Applicable Laws which apply to the Project, accompanied by a delineation of key design criteria (such as, but not limited to, exits, travel distances, rated walls and corridors, building occupancy, construction type, and fire zones) required to meet such Applicable Laws.

☑ ☐ **(12) Area Calculations.** Prepare (a) square footage area calculations, based upon the Schematic Design Documents approved by County, for use by County in planning, demising and allocating spaces and (b) a comparison of areas in the Schematic Phase Documents to the areas set forth in the Final Program.

☐ ☑ **(13) Perspective Drawings.** Prepare _____ (__) perspective drawings of the Project, as conceptualized in the Schematic Design Documents approved by the County, representing the appearance of the Project from vantage points selected by County.

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☐ ☑ **(14) Schematic Model.** Prepare, and provide County with, a schematic model (at a minimum scale of 1/16th" = 1'0"), constructed of simple materials such as foam board and hand drawn or pasted cut-outs, depicting in three dimensions the appearance of the building façade as shown in the Schematic Design Documents approved by County.

☐ ☑ **(15) Design Narrative.** Prepare a "basis of design" narrative and documentation supporting the design criteria for the structural elements (including structural loading), mechanical, electrical, plumbing, lighting, low voltage systems and other specialized building systems.

.2 Estimate of Construction Cost.

☐ ☑ **(1)** Prepare a preliminary Estimate of Construction Cost based upon the Schematic Design Documents approved by County, including recommendations to County of opportunities for incorporation of design alternatives that will optimize quality and value consistent with the Fixed Limit, Final Program and Master Project Schedule. A professional Cost Estimator shall be retained to prepare this estimate.

☑ ☐ **(2)** Review and comment upon the preliminary Estimate of Construction Cost prepared by Contractor or County's Consultant in cost estimating, including recommendations to the County of opportunities for incorporation of design alternatives that will optimize quality and value consistent with the Fixed Limit, Final Program and Master Project Schedule. (Review will be performed by Construction Manager.)

.3 Community Outreach.

☐ ☑ **(1)** Participate, as and when requested, in the County's program for outreach to neighborhood residents and their representatives to assess, evaluate and distribute information with respect to matters of community concern (including, without limitation, traffic, parking, view corridors, pedestrian access, public transportation access and paths of travel) and make recommendations to County for revisions to the Program and Schematic Design Documents in order to satisfy the expressed needs of the community.

☐ ☑ **(2)** Prepare presentation materials (consisting of hand outs, summaries, charts and other appropriate paper and electronic visual aids) for _____ (___) presentation(s) to community groups designed to develop community consensus on a plan of development that, to the greatest extent possible, satisfies the requirements of the County's Program for the Project, as well as the expressed needs of the community.

☐ ☑ **.4 Zoning.** Prepare for the County materials, such as, but not limited to, sketches and exhibits, required to secure applicable zoning and architectural committee approvals and zoning variances necessary for the Project.

☑ ☐ **.5 Project Directory.** Prepare a Project directory stating complete contact information (name, address, telephone (office, home and cellular), fax, email) for each of the Project Team members.

☐ ☑ **.6 Preliminary Project Specific Water Quality Management Plan.** Prepare for review and approval by the Department of Facilities Management's Design and Construction Division a preliminary project specific Water Quality Management Plan (WQMP) in accordance with the requirements of the applicable and adopted municipal separate storm sewer system (MS4) permit (including, without limitation, any amendments, orders and new permits that the Regional Water Quality

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Control Boards has issued prior to, or issues after, execution of the Agreement by County and Architect, in connection with preparation of a project-specific WQMP), which permit(s) may include any of the following three (3) MS4 permits applicable within the County of Riverside:

Order No. R8-2002-0011, NPDES No. CAS 61833 adopted by the Santa Ana Regional Water Quality Control Board on October 25, 2002 for the Santa Ana Region.

Order No. R7-2008-0001, NPDES No. CAS 617002 adopted by the Colorado River Basin Regional Water Quality Control Board on May 21, 2008 for the Whitewater River Region.

Order No. R9-2004-001, NPDES No. CAS 108766 adopted by the San Diego Regional Water Quality Control Board on July 14, 2004 for the Santa Margarita Region.

(The aforementioned permits describing the requirements for the WQMP can be provided by the Department of Facilities Management's Design and Construction Division). Architect will prepare the WQMP utilizing the approved template that can be found on Riverside County Flood Control's website at http://www.floodcontrol.co.riverside.ca.us/ or, upon request, such template can be provided by the Department of Facilities Management's Design and Construction Division. Architect shall include all the necessary exhibits, reports, and data required for the preparation of the WQMP. Architect will make all the necessary revisions that are requested by the County to be made to the preliminary WQMP.

☐ ☑ .7 **Municipal Facility Pollution Prevention Plan.** In accordance with the Riverside County Drainage Area Management Plan (DAMP) and the applicable MS4 permits described in Subparagraph 2.1.3.6, above, Architect shall prepare a Municipal Facilities Pollution Prevention Plan (MFPPP, or 3P). The MFPPP shall be prepared utilizing the approved template found in Appendix J of the Riverside County DAMP. Upon request, the Department of Facilities Management's Design and Construction Division can provide the Architect with the MFPPP template. The MFPPP will include the approved maintenance and inspection requirements of the structural BMPs (e.g. Treatment Control, etc.) identified in the project-specific WQMP. During the preparation of the MFPPP, the Architect, the Department of Facilities Management, and the user department for the County will coordinate inspection, maintenance, and repair responsibility of the BMPs as identified in the MFPPP. A draft MFPPP document will be prepared concurrently with the preliminary project-specific WQMP and will be reviewed by the Department of Facilities Management's Design and Construction Division.

2.1.4 DESIGN DEVELOPMENT PHASE

The Design Development Phase commences upon the end of the Schematic Design Phase and ends upon approval by County of the completed Design Development Documents.

Yes **No**

☑ ☐ .1 **Design Development Documents.** Prepare, for approval by County, five (5) paper copy sets and an electronic draft of each and all of the Construction Documents, in a form that is: (1) substantially complete; (2) fully dimensioned; and (3) sufficiently developed so as to enable (a) County to obtain detailed, preliminary Contractor and Subcontractor materials take-offs and estimates of Construction Costs for the Project, and (b) Architect and other Project Team members to identify any significant obstacles or difficulties to achieving completion of the Project within the constraints of the Final Program, Fixed Limit, Architect's Project Schedule and Applicable Laws.

☐ ☑ .2 **Estimate of Construction Cost.**

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☐ ☑ **(1)** Prepare a detailed Estimate of Construction Cost based upon the Design Development Documents approved by County, including recommendations to the County of opportunities for incorporation of design alternatives that will optimize quality and value consistent with the Fixed Limit, Final Program and Master Project Schedule. A professional Cost Estimator shall be retained to prepare this estimate.

☑ ☐ **(2)** Review and comment upon the detailed Estimate of Construction Cost prepared by Contractor or County's Consultant in cost estimating based upon the Design Development Documents approved by County, including recommendations to the County of opportunities for incorporation of design alternatives that will optimize quality and value consistent with the Fixed Limit, Final Program and Master Project Schedule. Review will be performed by Construction Manager.

☐ ☑ .3 **Area Calculations.** Prepare square footage area calculations, based upon the Design Development Documents approved by County, for use by County in planning, demising and allocating spaces.

☑ ☐ .4 **Initial Palette Presentation**. Prepare and conduct an initial, formal presentation to County of Architect's recommendations and alternatives for finish materials and equipment, including acquiring and presenting physical samples of the materials for the exterior building envelope (including, without limitation, cladding, exterior finishes, glazing, trim, ornamental metals and roofing), interior (including, without limitations, finish materials for floors, walls, ceiling, doors, finish hardware, millwork, bathroom fixtures and lighting), wayfinding and signage, and (if the Architect is providing design services related to furniture, furnishings and artwork) furniture, furnishings and artwork.

☐ ☑ .5 **Circulation Plan.** In consultation with County, prepare a plan for providing the entering, exiting and circulation, as appropriate to the planned uses of the Site during construction, of the County's staff, occupants, visitors and public during construction, including, without limitation, pedestrian flow (including, without limitation, access and paths of travel for persons with disabilities), vehicular flow, parking, delivery paths, fire lanes and fire hydrants.

☐ ☑ .6 **Access and Staging Plan.** In consultation with County and its Contractor, prepare a plan showing access and exiting for construction equipment and crews and location for on-Site parking, storage and temporary construction facilities, fencing and temporary barricades.

☐ ☑ .7 **Shoring Plans.** Prepare Drawings delineating design and details for shoring, underpinning or tie backs.

☐ ☑ .8 **Post-Tension Design.** Retain Subconsultant to develop post-tension plans, details, and calculations for the post-tension slab-on-grade foundations.

☐ ☑ .9 **Computer Generated Perspectives.** Prepare and present to the County 1 (1) computer generated "fly-through(s)" of the exterior and interior perspectives of the structure and primary interior spaces that is (are) based on the Design Development Documents approved by the County

☐ ☑ .10 **Renderings.** Prepare _____ (__) rendering(s) depicting, both in black and white and color, two dimensionally and pictorially, the elevation and perspective views of the Project from ( ) directions, professionally prepared by a Subconsultant experienced in preparation of design renderings.

☐ ☑ .11 **Presentation Model.** Prepare _____ (__) presentation model(s) professionally prepared by a Subconsultant experienced in display models, in color, and built to a scale of 1/8th" = 1'0".

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☑ ☐ .12 **Project Directory.** Prepare an updated Project directory.

2.1.5 FINAL CONSTRUCTION DOCUMENTS PHASE

The Final Construction Documents Phase commences upon the end of the Design Development Phase and ends upon approval by County of the Final Construction Documents.

Yes **No**

☑ ☐ .1 **Final Construction Documents.** Prepare, for approval by County, Final Construction Documents that are consistent with the Final Program, the in-progress Construction Documents approved by County during the Design Development Phase, Fixed Limit and the Architect's Project Schedule. FIVE (5) paper copy set(s) and an electronic version of the Final Construction Documents shall be submitted to County for review and approval at the point that they are (1) 50% complete, (2) 95% complete, ready for submission to Governmental Authorities for plan check, and (3) completed to the point of being Final Construction Documents. Submission of Final Construction Documents shall include ~~one (1) set of mylars~~, FIVE (5) sets of prints of all Drawings, FIVE (5) sets of the Specifications, and one (1) electronic version of all Drawings and Specifications.

☐ ☑ .2 **Stair Plans**. Prepare Drawings, enlarged to a scale of ¼ "=1'0", coordinated with structural dimensions, delineating dimensions of risers, treads and landings and that comply with Applicable Laws governing exiting.

☑ ☐ .3 **Fixture and Equipment Schedules.** Prepare schedules for fixtures and equipment, including, without limitation, bathroom fixtures and accessories.

☑ ☐ .4 **Tabulated Schedules.** Prepare schedules for floor, ceiling and wall finishes, doors and windows and related hardware and openings and fixtures and equipment in tabular form by room number, location number and interior elevation.

☐ ☑ .5 **Dynamic Analyses**. Prepare Specifications for dynamic testing and analysis of the following building elements: _____.

☐ ☑ .6 **Window Wall.** If applicable, prepare Drawings and Specifications setting forth all of the essential prescriptive and performance criteria necessary for the Contractor to engineer and build an exterior window wall system.

☐ ☑ .7 **Emergency Water Storage System**. Prepare a designed system of water storage for emergency purposes.

☑ ☐ .8 **Fire Protection (Suppression and Detection) Systems**. *Prepare fully engineered Drawings and Specifications* delineating the fire suppression and detection systems that complies with the requirements of the County's insurance carriers and Applicable Laws, including, without limitation, a layout of the heads and the details of the interface with the fire alarm system and complete information on head end equipment (including, without limitation, annunciator panels, main and subordinate fire alarm annunciator panels, risers, conduit runs, terminal devices and zoning).

☐ ☑ .9 **Elevator System.** Prepare Drawings and Specifications delineating elevator designs, including, without limitation, sizing of shafts, elevator pits and elevator machine rooms, an overall building section of the hoistway, power and lighting requirements for the equipment room and

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cabs, elevator cab finishes and accessories, and a system for programming operations under normal and emergency conditions (including, without limitation, the interfaces between elevator functions and the fire alarm and security systems).

☑ ☐ .10 **Mock-Up Criteria.** Prepare Drawings and Specifications delineating the design criteria for construction and testing of mock-ups for various elements of the completed design; components to be determined.

☑ ☐ .11 **Energy Plan.** Prepare a preliminary energy analysis demonstrating that the Project can meet the requirements of Title 24 of the California Code of Regulations.

☐ ☑ .12 **Furniture, Furnishings, Artwork.** Prepare Drawings and Specifications delineating: (1) proposed materials, textures and colors for furniture, furnishings and artwork; and (2) placement of furniture, furnishings and artwork on architectural floor plans with an identification key which clearly indicates whether the items will be new, refurbished or reused and cross references for relocated items identifying location prior to and after relocation. Architect responsible for Coordination only.

.13 **Estimate of Construction Cost.**

☐ ☑ (1) Prepare, with the level of due care of a design professional and not a contractor or professional cost estimator, detailed written Estimates of Construction Cost based upon and submitted with each of the sets of progressive iterations of the Construction Documents that are required to be submitted by Architect to County pursuant to Subparagraph 2.1.5.1, above, including recommendations to the County of opportunities for incorporation of design alternatives that will optimize quality and value consistent with the Fixed Limit, Final Program and Master Project Schedule

☑ ☐ (2) Review and comment upon the detailed written Estimates of Construction Cost prepared by Contractor or County's Consultant in cost estimating that are based upon each of the sets of progressive iterations of the Construction Documents that are required to be submitted by Architect to County pursuant to Subparagraph 2.1.5.1, above, including recommendations to the County of opportunities for incorporation of design alternatives that will optimize quality and value consistent with the Fixed Limit, Final Program and Master Project Schedule.

☐ ☑ .14 **Area Tabulations**. Prepare tabulations of gross and assignable floor areas and parking counts.

☑ ☐ .15 **Final Palette Presentation**. Prepare and conduct a final, formal presentation to County for its approval of final finish materials and equipment, including acquiring and presenting physical samples of the materials for exterior building envelope (including, without limitation, cladding, exterior finishes, glazing, trim, ornamental metals and roofing), interior (including, without limitation, finish materials for floors, walls, ceilings, doors, finish hardware, millwork, bathroom fixtures and lighting), wayfinding and signage, and (if the Architect is providing design services related to furniture, furnishings and artwork) furniture, furnishings and artwork.

☐ ☑ .16 **Updated Circulation, Access and Staging Plans.** Prepare an updated version of the Circulation Plan and Access and Staging Plan initially submitted during the Design Development Phase.

☑ ☐ .17 **Project Directory.** Prepare an updated Project directory.

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☑ ☐ .18 **Stormwater Pollution Prevention Plan.** Prepare a Stormwater Pollution Prevention Plan (SWPPP) and associated monitoring plan in accordance with the requirements of the State of California General Permit for Stormwater Discharges Associated with Construction Activity (Water Quality Order 99-08-DWQ) and subsequent amendments or orders for construction activities as applicable. The Architect's engineering Subconsultant responsible for such matters shall prepare the Notice of Intent (NOI) and Notice of Termination (NOT) for the applicable Regional Water Quality Control Board and submit to same to the County's project manager. County will mail all Notices to the applicable Regional Water Quality Control Board or the State Water Resource Control Board. In addition and prior to ground disturbing activities (which may include, but are not limited to, clearing, grubbing, weed abatement, trenching, and other types of soil disturbance including grading), such engineering Subconsultant shall ensure that the Contractor's Best Management Practices are installed on-Site in accordance with the approved SWPPP that was prepared for the Project. A copy of the approved SWPPP shall be retained on the Site during the duration of construction. A draft copy of the SWPPP shall be submitted by Architect for review and approval by the County's Department of Facilities Management's Design and Construction Division prior to submittal of the NOI. Any changes requested by the Department of Facilities Management's Design and Construction Division will be implemented by Architect as revisions to the draft SWPPP and shall be re-submitted as a revised draft SWPPP. Upon final approval of the SWPPP, the Department of Facilities Management's Design and Construction Division will mail the NOI. As required by EDA Environmental.

☑ ☐ .19 **Final WQMP.** Prepare for review and approval by County's Department of Facilities Management, a final WQMP, including any changes to the preliminary WQMP as County may deem necessary or appropriate and provide two hardcopies of the final WQMP approved by County, along with a digital submission. As required by EDA Environmental.

☐ ☑ .20 **Final MFPPP.** Prepare for review and approval by County's Department of Facilities Management's Design and Construction Division, a final MFPPP, including any changes to the preliminary MFPPP as County may deem necessary or appropriate and provide two hardcopies of the final MGPPP approved by County, along with a digital submission.

2.1.6 BIDDING PHASE

The Bidding Phase shall commence upon direction by County for issuance of the Construction Documents to bidders or proposed Contractors or Separate Contractors and ends upon execution of the contracts between County and Contractor and the Separate Contractors for performance of the Work of the entire Project.

Yes **No**

☐ ☑ .1 **Prequalification.** Recommend prequalification criteria, assist in preparation of the prequalification documents and participate in the evaluation of prequalification submittals by proposed Contractors and Separate Contractors.

☑ ☐ .2 **Addenda.** Prepare and obtain approval by Governmental Authorities of Addenda for issuance to the proposed Contractors and Separate Contractors.

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☑ ☐ .3 **Alternates.** Prepare documentation of alternates, assist County in the ranking of alternates for bidding and assist County in the evaluation of portions of bids or price proposals relating to pricing of alternates.

☑ ☐ .4 **Substitutions.** Review and evaluate requests by bidders or proposers for substitutions of products or equipment and make recommendations to County for their approval or rejection.

☑ ☐ .5 **Pre-Construction Conferences.** Attend, ~~and arrange for necessary Subconsultants to attend, all~~ one (1) pre-bid and pre-construction Site visit, tour and conference conducted for proposed or selected Contractors, Separate Contractors or Subcontractors.

☑ ☐ .6 **Clarifications.** Prepare or secure from the appropriate Project Team member responses to questions by bidders or proposers and promptly forward each question and response to County for distribution.

☐ ☑ .7 **Schedule of Values.** Review the list of the cost items prepared by the selected Contractor and Separate Contractors to be included in the Schedule of Values to assess whether it appears, based upon Architect's review as a design professional and not a contractor or professional estimator, to represent a fair, balanced and reasonable allocation of costs, overhead and profit.

☐ ☑ .8 **Plans & Specifications.** Coordinate the transmittal of all final and complete Construction Documents to the proposed Contractors and Separate Contractors to ensure that the Construction Documents used for bidding are the same as the Final Construction Documents approved by County and stamped and approved by applicable Governmental Authorities. If any differences exist, report them promptly to County.

☐ ☑ .9 **Bid/Proposal Evaluations.** Assist County in the review and evaluation of bids and negotiated proposals for the Work by proposed Contractors, Separate Contractors and Subcontractors.

☐ ☑ .10 **Negotiation of Contracts.** Assist County in the preparation and negotiation of the legal terms and conditions of the Construction Contract between County and the Contractor and the contracts between County and Separate Contractors; provided, however, that County shall remain solely responsibility for the legal enforceability and sufficiency of such terms and conditions and provided further, that nothing herein shall be interpreted as authorizing or requiring the Architect to furnish legal advice to County.

☑ ☐ .11 **Multiple and Sequential Bid Packages.** Provide services for the implementation of multiple bid packages and sequential bidding. Package #1: Site Development and Package #2: Building.

☐ ☑ .12 **Long Lead Items.** Identify and recommend to the County a schedule for procurement of long lead time items and assist County in implementing such recommendations.

☑ ☐ .13 **Project Directory.** Prepare an updated Project directory.

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2.1.7 CONSTRUCTION PHASE

The Construction Phase commences, following execution of the contract between County and Contractor, upon commencement by Contractor of performance of the Work and ends sixty (60) Days after Final Completion of the entirety of the Work.

Yes	No		
☑	☐	.1	**General Obligation.** Unless and except otherwise indicated in this Paragraph 2.1.7, provide all services required by the Agreement or the General Conditions for the administration of the construction by the Contractor and Separate Contractors.
☐	☑	.2	**Meeting Minutes.** Construction Manager shall prepare and distribute preconstruction and construction meeting minutes.
☑	☐	.3	**Site Observations.** Observe construction at the Site as it progresses, as and when appropriate to the stage and progress of the Work and the needs of the Project, but not less frequently than monthly, for the purpose of: (1) ascertaining in general that the character, scope, quality and detail of construction (including workmanship and materials) comply with the Contract Documents, County's directives, approved Submittals, Architect clarifications and requirements of Applicable Laws; (2) evaluating the progress of the Work; (3) evaluating the suitability of the Project, or any portion designated by County, for use or occupancy; (4) investigating and responding to design and constructibility issues or questions of concern to any Project Team member, or as noted in any inspection reports furnished to Architect; (5) observing the overall quality of Contractor's performance; (6) reviewing specifically and in detail the visible condition of the construction of structural components, building systems and other crucial components of the Work; and (7) observing the performance of specified or directed tests significant to the acceptability of components of the Work. Such observations shall be separate from any inspections which may be provided by inspectors retained by County, Contractor, Separate Contractors or others and such inspections shall not relieve Architect of its responsibilities under the Agreement. Any Subconsultant who has prepared designs or specifications shall be responsible to conduct such observations, in accordance with the provisions of this Subparagraph, only as to those portions of the Work that he/she has so designed or specified.
☑	☐	.4	**Site Observation Reports.** Within three (3) working days after the occurrence of a Site observation by Architect or a Subconsultant, submit to County, in accordance with a format approved in advance by County, a written report detailing the observations made at the Site.
☑	☐	.5	**Fabricated Materials.** Check fabricated materials and equipment located on or outside the Site when such checks are required by the Contract Documents.
☐	☑	.6	**Applications for Payment.** If and when requested by County, evaluate Applications for Payment by the Contractor and Separate Contractors and the data comprising Applications for Payment and provide recommendations (and, if requested by County, issue certifications using the current Forms G702 and G703 published by the American Institute of Architects or other forms satisfactory to County) as to whether the Work has progressed to the point indicated in such Applications for Payment and whether, to the best of Architect's knowledge based on its periodic observations conducted at the Site, the Work is in accordance with the Contract Documents; provided, however, that any of Architect's recommendations or certifications in that regard are subject to: (1) an evaluation of the Work upon Substantial Completion; (2) the results of subsequent tests and inspections; (3) minor

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deviations from the Contract Documents correctable prior to Final Completion; and (4) specific qualifications expressed by Architect that are consistent with its obligations under this Agreement.

☑ ☐ .7 **Substantial Completion, Final Completion.** Accompany and assist County in evaluating (and, if requested by County, issue certifications using the current Form G704 published by the American Institute of Architects or other forms satisfactory to County) Substantial Completion and Final Completion and the status of Contractor's and Separate Contractors' performance of "punch lists" of minor items of Work to be completed or corrected for Substantial Completion and Final Completion and advise the County whether punch list items have been completed in accordance with the requirements of the Contract Documents.

☑ ☐ .8 **Interpretations.** If requested by County, issue interpretations and clarifications, in narrative form or in the form of revised Drawings or Specifications, as appropriate. Unless otherwise directed by County, such clarifications and interpretations shall be transmitted to the County in writing for distribution, as County deems appropriate, to other designated Project Team members and shall not be communicated to any other Project Team member (other than County) by Architect or its Subconsultants unless approved by County in writing.

☑ ☐ .9 **Requests for Information.** Architect shall provide responses to requests for information to the County within seven (7) Working Days after Architect receives such request from Contractor or a Separate Contractor, except that responses to request for information that the Contractor or a Separate Contractor has labeled as "critical" shall be provided within THREE (3) CALENDAR Days after receipt by Architect. Unless otherwise directed by County, such responses shall be transmitted to the County in writing for distribution, as County deems appropriate, to other designated Project Team members and shall not be communicated to any other Project Team member (other than County) by Architect or its Subconsultants unless approved by County in writing.

☑ ☐ .10 **Design Changes and Clarifications.** Prepare Drawings and Specifications in connection with the issuance of Construction Change Directives, Change Orders and responses to requests for information by Contractor and Separate Contractors, and where required secure approvals thereof by Governmental Authorities in accordance with Applicable Laws.

☑ ☐ .11 **Assistance in Evaluation of Changes, Claims.** Provide advice and support to County in evaluating the Contractor's and Separate Contractors' entitlement to additional costs, time extensions and claims and assist County in the resolution thereof.

☑ ☐ .12 **Tracking of Changes, Claims.** Log, track and issue such reminders to other Project Team members as necessary to expedite processing of Change Orders, Construction Change Directives, responses to requests for information and claims.

☑ ☐ .13 **Submittals.** Review and approve (or take such other action leading to the correction, resubmittal and ultimate approval by Architect) Submittals for the limited purpose of checking for conformance with the information given in, and the design concept expressed by, the Contract Documents. Architect's action shall be taken with such reasonable promptness, not to exceed in any event fourteen (14) Days, so as to not Delay progress of the Work of the Contractor or the Separate Contractors, while allowing a reasonable time for such professional review. Such review shall not constitute approval of safety precautions or, unless specifically required by the Contract Documents, the Contractor's means, methods, techniques, sequences or procedures. Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. When professional certification by a Contractor or a Separate Contractor, or any Subcontractor, of performance characteristics of materials, systems or equipment is required by the Contract Documents, Design

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EXHIBIT "B"

DESCRIPTION OF BASIC SERVICES, ADDITIONAL SERVICES AND EXCLUDED SERVICES

Consultant shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents. Architect shall, if requested by County, log, track and issue such reminders to other Project Team members as necessary to expedite processing of Submittals.

☑ ☐ .14 **Change Orders, Construction Change Directives.** Provide services for the preparation of revisions in Design Documents in connection with the issuance of Construction Change Directives and Change Orders.

☑ ☐ .15 **Claims.** Provide services to assist in evaluating claims on the part of the Contractor or a Separate Contractor; provided, however, that nothing herein shall be interpreted as obligating the County to compensate Architect where the claim or any defense to the claim is based, in whole or in part, on an allegation asserted, in good faith, that Architect or a Subconsultant was negligent or that Architect has violated an obligation under this Agreement. Not in Architect's Services; claims assistance will be considered as an Add Service.

☐ ☑ .16 **Destruction of Work.** Provide consultation and services concerning replacement of Work damaged during construction by fire or other cause. Assessment of damaged work is not in Architect's Basic Services; claims assistance will be considered as an Add Service.

.17 **Record Documents.**

☐ ☑ (1) Promptly and continuously throughout the Construction Phase, update the Construction Documents to incorporate changes to the Work reflected in Change Orders, Construction Change Directives, Submittal revisions requested by Architect or its Subconsultants and responses by Architect or its Subconsultants to requests for information or clarification from Contractor or Separate Contractors. Such updating shall be accomplished electronically, using AutoCAD, Revit, Adobe Acrobat or other software satisfactory to the County. Architect shall transmit the updated Construction Documents to the Contractor or Separate Contractors on a frequent and regular basis, no les frequently than monthly or as often as required to maintain the progress of the Work, to allow for prompt pricing of Changes Orders and to facilitate performance by Contractor and Separate Contractors of their obligations with respect to posting and maintaining Record Drawings and Specifications. Frequency of Bulletins will be determined by the extent of modifications made to the drawings.

☑ ☐ (2) Review the Record Documents assembled by the Contractor and Separate Contractors to determine if the assembly is complete and in the form required by the Contract Documents.

☑ ☐ (3) Review Record Documents submitted by the Contractor and Separate Contractors to determine if the information contained therein is internally consistent and corresponds to the condition of the visible, non-concealed conditions at the Site at the time of Final Completion. If a discrepancy is noted by Architect in the course of its review, return the Record Documents to County with a notation of the discrepancy, who shall coordinate further review and correction by the Contractor or Separate Contractors.

☑ ☐ (4) Put in writing that, to the best of Architect's knowledge based upon Architect's review of the visible, non-concealed conditions at the Site and other available as-built information, the Record Drawings and Specifications accurate depict the actual, as-built condition of the Project.

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EXHIBIT "B"

DESCRIPTION OF BASIC SERVICES, ADDITIONAL SERVICES AND EXCLUDED SERVICES

☐ ☑ **(5)** Based upon the Record Documents prepared by the Contractor and Separate Contractors and any other information available to Architect concerning the as-built conditions of the Work (including, without limitation, any conditions noted by Architect, Subconsultants or County Consultants during the commissioning), Architect shall within four (4) month(s) after Final Completion, convert the Contractor's and Separate Contractors' complete and corrected Record Documents to a fully consolidated and coordinated final electronic set (using CAD) of Record Documents.. Such Record Documents shall be prepared by Architect's neatly inserting, accurately annotating and thoroughly cross-referencing, in a single, record set of electronically prepared Drawings and Specifications, all of the information available concerning the as-built condition of the Project. Architect shall, upon completion thereof mark each page of the Record Drawings and the cover page of the Record Specifications prominently with: (1) the words "Record Documents"; and (2) the Architect's manual signature certifying that: "Based upon Architect's review of the visible, non-concealed conditions at the Site and other available as-built information, these Drawings and Specifications have been approved by Architect as accurately depicting the actual, as-built condition of the Project."

☐ ☑ **.18 Square Footage Calculations.** Prepare ( ) set of final square footage area calculations after Final Completion of the Project for use by County in planning, demising and allocating spaces for sale or lease.

☐ ☑ **.19 Full-Time Site Representative.** Provide the services of full-time representatives at the Site.

☐ ☑ **.20 Site Office.** Provide and maintain a temporary office trailer at the Site.

☐ ☑ **.21 Mitigation Monitoring and Reporting Program.** In compliance with the California Environmental Quality Act (CEQA), ensure that the Mitigation Monitoring and Reporting Program (MMRP) as part of the CEQA compliance process noted previously in Paragraph 2.1.2.15, above, is implemented prior to and during ground disturbing activities (ground disturbing activities may include, but are not limited to, grading, clearing, grubbing, weed abatement, trenching, equipment staging, and other types of soil disturbance).

2.1.8 POST-COMPLETION PHASE

Yes **No**

☑ ☐ Conduct, with participation of each of the Subconsultants, a review of the Project ten (10) months after Final Completion for the purpose of observing the condition in the Work. Within thirty (30) Days after completion of such review, make written recommendations to County for the correction of any Defective Work discovered. Architect shall be accompanied by County during such review of the Work. The number of work hours by Architect and its Subconsultants to complete such review and written recommendations shall not exceed a total of TWENTY (20) hours. Hours expended due to conditions encountered that are attributable to the negligence of Architect or its Subconsultants or the failure by Architect to comply with this Agreement shall not be included in the aforementioned calculation of hours and shall be provided at Architect's Own Expense. Hours expended for such services that are in excess of the maximum number of hours stated herein shall, if and to the extent approved in advance in writing by County, be compensated as Additional Services.

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EXHIBIT "C"

INITIAL PROGRAM

See attached Program, dated July 13, 2016.

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EXHIBIT "D"

MASTER PROJECT SCHEDULE

SITE	
Site Design	08/15/16 to 11/15/16
Plan Check	11/16/16 to 12/15/16
BOS Plan Approval	01/10/17
Bid and Award	01/16/17 to 03/21/17
Construction	04/01/17 to 07/01/17
BUILDING	
Design Development	07/15/16 to 10/19/16
Construction Documents	10/20/17 to 02/19/17
Plan Check/BSCC Review	01/14/17 to 04/14/17
BOS Plan Approval	05/01/17
Bid and Award	05/01/17 to 07/01/17
Construction	07/01/17 to 07/01/18
Commissioning and Testing	07/01/18 to 09/15/18

Smith Correctional Facility Clinic
13-Jul-2016

DLR Group
Project No. 75-16607-00

Room/Space Description	Quantity	Area - SF	Total	Additional requirements
Medical Exam Room	4	120	480	Hand washing station; documentation space; direct observation from nurse station and deputy post; one-way glazing for privacy; exam table; E.H.R. access; help call button.
Medical Treatment Room	1	140	140	Hand washing station; documentation and storage space; direct observation from nurse station and deputy post; eye wash station; exam table; exam light. Used for blood draw and minor procedures, with limited treatment protocols.
Telemedicine Room	1	100	100	Similar use as Exam Room; color, lighting and acoustic control necessary for accurate transmission.
Radiology Room	1	240	240	CT scanner, radiation protection and operator workstation
Dental Exam Room	1	200	200	Dental chair, work area, counter for clean and dirty instruments
Dental Office	1	100	100	Desk and storage for dental equipment
Nurse Supervisor Office	1	100	100	
Inmate Toilet	1	60	60	Penal grade toilet and sink, specimen pass through to Medical Treatment Room
Clean Supply/Storage	1	80	80	Hand washing station; secured storage cabinets.
Soiled Utility	1	80	80	Hand washing station, flushing rim sink, open shelving (secured storage????).
BioHazard Storage	1	60	60	Hold storage for infectious solid waste/red bag/sharps containers.
Medications Storage	1	100	100	Hand washing station; refrigerator; medical cart storage; secured cabinets.
Mental Health Treatment Room	8	85	680	Heavy interview table; typically 1:1 interviews.
Mental Health Group Room	1	350	350	Accommodate up to 14, including staff; outfitted for media usage; locate 60" TV; acoustic/visual privacy essential; no special lighting required; daylighting might be beneficial but not necessary.
Mental Health Supervisor Office	1	100	100	
Staff Workstations	28	30	840	Open cubicle workstations
Staff Toilet	2	140	280	Quantity dependent on final staff complement and mix (code requirement).
Staff Coffee Bar	1	30	30	Upper and lower cabinetry, countertop for small appliances
Holding Cell	4	70	280	Pre- and Post-Exam and Post-Group Therapy holding for up to 16 inmates; toilet within each cell.
Deputy Station	1	100	100	Space for 1 deputy with visibility to each exam and treatment room.
EVS/Janitor	1	40	40	Floor sink; mop rack;, cleaning chemical storage shelving.

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Smith Correctional Facility Clinic
13-Jul-2016

DLR Group
Project No. 75-16607-00

Room/Space Description	Quantity	Area - SF	Total	Additional requirements
Mechanical Room	1	144	144	Water heater; water softener; roof access hatch; secured access.
IT Room	1	144	144	12' X 12' preferred size; storage for video equipment.
Electrical Panel Room	1	100	100	
				Medical Notes: E.H.R. conversion currently under way; provider dictation occurs in each exam room post inmate exam; no need for bariatric accommodations; staff can enter clinic via same door as inmates; ceiling heights minimum 8'-6"; Finish quality - typical jail facilty level; need for enhanced acoustical and sound transmission/noise coefficient management essential for patient privacy.
				Mental Health Notes: No specialized lighting required; arrivals/appointments carefully scheduled; restraints aren't required anywhere; sound transmission/noise coefficient management essential; 'softer environment' than medical - lighting levels, wall/floor colors - comfortable spaces. Daylighting is not required in any space but would be 'nice' in selected areas.
TOTAL NET AREA (SQUARE FEET)			4828	
NET TO GROSS FACTOR			1.5	
TOTAL GROSS AREA (SQUARE FEET)			7,242	

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EXHIBIT "E"

KEY PERSONNEL LIST

Name:	Job Title:
Pamela Touschner, FAIA	DLR Group - Project Principal
David Brown	DLR Group
Tony Cocea	DLR Group
Michael Zahn, PE, SE, LEED, AP	DLR Group
Dana Halladay	TTG – Civil

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EXHIBIT "F"

SUBCONSULTANTS AND COUNTY CONSULTANTS LIST

Subconsultants retained by Architect:

Name: TTG
Civil
Address:
300 N. Lake Avenue
14th Floor
Pasadena, CA 91101
Contact: Dana Halladay
Telephone: (626) 463-2800
Facsimile: dhalladay@ttgcorp.com

Name: P2S Engineering, Inc.
Fire & Life Safety
Address:
5000 East Spring Street
8th Floor
Long Beach, CA 90815-5218
Contact: Aravind Batra
Telephone: (562) 497-2999
Facimile: aravind.batra@p2seng.com

County Consultants retained by County:

None

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EXHIBIT "G"

FEE BREAKDOWN

Fixed Fee	$340,000.00
Basic Services Allowances:	$ 72,500.00
Reimbursables:	$ 10,000.00
Total	$422,500.00

REIMBURSABLE EXPENSES SCHEDULE

Expenses which may be incurred in conjunction with the project and have not been included within the fee are as follows:

- Reproduction of plans, specifications and other related materials for review by A/E team, EDA, BSCC, and submittals to public agencies.
- An electronic copy of the bid documents will be sent to the appropriate reprographics company for general bidding purposes.
- Travel expenses outside of Riverside and San Bernardino County.
- Delivery charges for printed documents and express/overnight mailings
- Permit filing fees
- Unique presentation of printed material specifically requested by EDA or other public agencies.

Expenses are estimated to be Twelve Thousand Dollars ($10,000).

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EXHIBIT "H"

DLR GROUP HOURLY BILLING RATES

For any additional services that may be authorized by EDA, the following Billing Rates will apply:

Architectural	Rates
Discipline Leader	$ 235
Senior Professional	$ 175
Professional	$ 145
Professional Support	$ 115
Technical	$ 90
Clerical	$ 70

TTG ENGINEERS HOURLY BILLING RATES

Principal	$212
Project Manager	$192
Project/Senior Engineer	$176
Engineer	$148
Two-Man Survey Crew	$240
Three-Man Survey Crew	$310
Designer	$134
CADD Operator	$96
Construction Administrator	$148
Word Processor/Clerical	$75
Survey Crew Drive Time	$130

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EXHIBIT "I"

PAYMENT SCHEDULE

Phase:	Payment Percentage:
Planning/Programming	5%
Schematic Design Phase	15%
Design Development Phase	20%
Final Construction Documents Phase	35%
Bidding Phase	5%
Construction Phase	23%
Post-Completion Phase	2%

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EXHIBIT "J "

REFERENCE DOCUMENTS LIST

The Architect shall take into consideration in its preparation of the Design Documents the constraints, requirements and recommendations contained in the existing record documents provided by the County or otherwise available as a matter of public record, including but not limited to the following Reference Documents:

Reference Document:	Prepared By:	Dated:
Existing Drawings – Additions & Alterations to Banning Rehabilitation & Counseling Center (103 pages)	SALTS Proutman Kaneshird, Inc.	April 10, 1986
Geo Technical Report	RMA	Fall 2016

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EXHIBIT "K "

STANDARD FORM OF GENERAL CONDITIONS

(Attach General Conditions of the Standard Form of Construction Contract between County and Contractor)

GENERAL CONDITIONS OF THE STANDARD FORM CONSTRUCTION CONTRACT BETWEEN COUNTY AND CONTRACTOR

(LONG FORM)

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GENERAL CONDITIONS OF THE STANDARD FORM CONSTRUCTION CONTRACT BETWEEN COUNTY AND CONTRACTOR

(LONG FORM)

ARTICLE 1
GENERAL PROVISIONS

1.1 DEFINITIONS

1.1.1 **Acceptance.** "Acceptance" means the point that the Project is formally accepted by the Board of Supervisors and a Notice of Completion is recorded by County.

1.1.2 **Act of God.** "Act of God" means earthquake, natural flood, tornado or other unusually severe natural or weather phenomenon occurring at the Site and causing Delay to performance of the Work at the Site; provided, however, that precipitation and winds shall not be an Act of God unless it exceeds in any given month the 10-year average of monthly levels as established by the National Oceanic and Atmospheric Administration ("NOAA") according to NOAA's records of measurable precipitation and winds taken at NOAA's recording station located within the Riverside County basin area that is nearest to the Site.

1.1.3 **Addendum.** "Addendum" means written or graphic information (including, without limitation, Drawings or Specifications) issued prior to the Bid Closing Deadline, which modifies or interprets the Bidding Documents by additions, deletions, clarifications or corrections.

1.1.4 **Admitted Surety.** "Admitted Surety" means a surety insurer that is duly certified pursuant to California Insurance Code §995.120 to transact business as a surety in the State of California.

1.1.5 **Allowable Costs.** "Allowable Costs" means those costs listed in Paragraph 7.7.3, below, that are used in calculating Contract Adjustments to the Contract Price.

1.1.6 **Allowable Markups.** "Allowable Markups" means those percentage markups listed in Paragraph 7.7.5, below, used in calculating Contract Adjustments to the Contract Price.

1.1.7 **Alternate.** "Alternate" means a proposed alternative described in the Bidding Documents adding to, or deleting from, the Bidding Documents a particular material, system, product or method of construction.

1.1.8 **Applicable Laws.** "Applicable Laws" means all statutes, ordinances, rules, regulations, policies and guidelines enacted by Governmental Authorities (including, without limitation, Environmental Laws and Disability Laws), codes adopted or promulgated by Governmental Authorities (including, without limitation, building and health and safety codes), lawful orders of Governmental Authorities and common law, including, but not limited to, principles of equity applied by the courts of the State of California, which are in effect at the time the Work is performed.

1.1.9 **Application for Payment.** "Application for Payment" means Contractor's itemized application for Progress Payment or Final Payment prepared, submitted and substantiated in accordance with the requirements of the Contract Documents.

1.1.10 **Architect.** "Architect" means the design professional retained by County that is primarily responsible for the preparation of the Drawings and Specifications for the Project.

1.1.11 **Assistant CEO/EDA.** "Assistant CEO/EDA" means the Assistant CEO for the Economic Development Agency, or his/her designee.

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1.1.12 **Award.** "Award" means either (1) a minute order duly adopted by the Board of Supervisors approving County's entering into the Construction Contract with Contractor or (2) execution of the Construction Contract by the Clerk of the Board.

1.1.13 **Base Bid.** "Base Bid" means the sum of money stated in a Bid for which the Bidder proposes to perform the Work, exclusive of adjustments for Alternates.

1.1.14 **Bid.** "Bid" means the completed and signed Bid Form and other Bid Submittals submitted by a Bidder to County in response to the Notice Inviting Bids and in accordance with the Instructions to Bidders.

1.1.15 **Bid Amount.** "Bid Amount" means the dollar amount that is used as the basis for determining which Bidder has submitted the lowest Bid price for purposes of Award pursuant to the County's chosen method of Award set forth in Paragraph 4.5.3 of the Instructions to Bidders.

1.1.16 **Bid Bond.** "Bid Bond" means alternative form of Bid Security submitted by a Bidder that consists of a surety bond issued by a Surety.

1.1.17 **Bid Closing Deadline.** "Bid Closing Deadline" means the deadline (date and time) for receipt of Bids by County that is stated in the Bidding Documents, as adjusted by Addendum.

1.1.18 **Bid Form.** "Bid Form" means the form prescribed by the Bidding Documents to be completed and signed by a Bidder showing the dollar amount(s) of its Bid.

1.1.19 **Bid Security.** "Bid Security" means a deposit of cash, certified or cashier's check or bond submitted by a Bidder in accordance with the Bidding Documents guaranteeing that if Award is made to the Bidder, the Bidder will enter into the Construction Contract and furnish the Performance Bond and Payment Bond and other Post-Award Submittals.

1.1.20 **Bid Submittal.** "Bid Submittal" means a document that Bidder is required by the Bidding Documents to submit with or as part of its Bid.

1.1.21 **Bidder.** "Bidder" means a person or entity submitting a Bid for Award of the Construction Contract.

1.1.22 **Bidding Documents.** "Bidding Documents" means the following collection of documents prepared and issued by County relating to the Project:

.1 Notice Inviting Bids;

.2 Instructions to Bidders;

.3 Bid Form;

.4 Standard Form of Construction Contract Between County and Contractor (unsigned);

.5 General Conditions to Standard Form of Construction Contract Between County and Contractor (Long Form);

.6 Specifications;

.7 Plans and Drawings;

.8 Addenda;

.9 Reference Documents;

.10 Safety Program; and

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.11 those documents, or those portions or provisions of documents, that, although not listed in Subparagraph 1.1.22.2 through Subparagraph 1.1.22.10, above, are expressly cross-referenced therein or attached thereto, including, without limitation, all documents submitted by Contractor as part of its Bid or Post-Award Submittals.

1.1.23 **Board of Supervisors.** "Board of Supervisors" means the Board of Supervisors for the County of Riverside.

1.1.24 **Change.** "Change" means a modification, change, addition, substitution or deletion in the Work or in Contractor's means, methods, manner, time or sequence of performing the Work arising from any cause or circumstances, including, without limitation, either directly at the request of County or constructively by reason of other circumstances. Use of the term "Change," in any context, in the Contract Documents shall not be interpreted as implying that Contractor is entitled to a Contract Adjustment on any basis other than as permitted by the terms of the Contract Documents for Compensable Change, Deleted Work or Compensable Delay.

1.1.25 **Change Order.** "Change Order" means a written instrument, signed in accordance with the requirements of the General Conditions, setting forth the agreement of County and Contractor on the terms of a Contract Adjustment.

1.1.26 **Change Order Request.** "Change Order Request" means Contractor's written request for a Contract Adjustment pursuant to Paragraph 7.6.2, below.

1.1.27 **Claim.** "Claim" means a written demand or assertion by Contractor seeking, as a matter of right, an interpretation of contract, payment of money, recovery of damages or other relief. A Claim does not include the following: (1) tort claims for personal injury or death; (2) stop payment notice claims; (3) a determination of the right of County to specific performance or injunctive relief to compel performance; (4) a determination of the right of County to suspend, revoke or limit the Contractor's Prequalification status or rating or to debar Contractor from bidding or contracting with County; or (5) a determination of the right of County under Applicable Laws to terminate the Construction Contract and/or recovery of penalties imposed upon Contractor for violation of statutory obligations under Public Contract Code §4100 *et seq.*

1.1.28 **Close-Out Documents.** "Close-Out Documents" means all Record Documents, warranties, guarantees, technical information, operations manuals, replacement parts, excess and attic stock and other documents (including, without limitation, electronic versions and hard copies) and things required to be submitted by Contractor under the Contract Documents as a condition of Final Completion or Final Payment.

1.1.29 **Compensable Change.** "Compensable Change" means circumstances involving the performance of Extra Work:

.1 that are the result of

(1) Differing Site Conditions,

(2) amendments or additions to Applicable Laws, which amendments or additions are enacted after the Bid Closing Deadline,

(3) a Change requested by County in accordance with the conditions of authorization applicable to Compensable Changes set forth in Article 7, below, or

(4) other circumstances involving a Change in the Work for which Contractor is given under the Contract Documents a specific and express right to a Contract Adjustment to the Contract Price;

.2 that are not caused, in whole or in part, by an act or omission of Contractor or a Subcontractor, of any Tier, constituting negligence, willful misconduct, or violation of an Applicable Law, or by a failure of Contractor of a Subcontractor, of any Tier, to comply with the Contract Documents;

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.3 for which a Contract Adjustment is neither prohibited by nor waived under the terms of the Contract Documents; and

.4 that if performed would require Contractor to incur additional and unforeseeable Allowable Costs that would not have been required to be incurred in the absence of such circumstances.

1.1.30 **Compensable Delay.** "Compensable Delay" means a Delay to the critical path of activities affecting Contractor's ability to achieve Substantial Completion of the entirety of the Work within the Contract Time:

.1 that is the result of

(a) a Compensable Change,

(b) the active negligence of County, Architect, a County Consultant or a Separate Contractor,

(c) a breach by County of an obligation under the Contract Documents, or

(d) other circumstances involving Delay for which Contractor is given under the Contract Documents a specific and express right to a Contract Adjustment adjusting the Contract Price;

.2 that is not caused, in whole or in part, by an act or omission of Contractor or a Subcontractor, of any Tier, constituting negligence, willful misconduct, or a violation of an Applicable Law, or a failure by Contractor or any Subcontractor, of any Tier, to comply with the Contract Documents; and

.3 for which a Contract Adjustment to the Contract Time is neither prohibited by nor waived under the terms of the Contract Documents.

1.1.31 Construction Change Directive. "Construction Change Directive" means a written instrument signed in accordance with the requirements of Article 7, below, that: (1) directs the performance of a Change that does not involve a Contract Adjustment; (2) establishes a mutually agreed basis for compensation to Contractor for a Compensable Change under circumstances where performance of the Compensable Change needs to proceed in advance of the County performing a full evaluation of the Contractor's rights relative to a Contract Adjustment; or (3) directs performance of Work or a Change with respect to which there exists a dispute or question regarding the terms of a Contract Adjustment.

1.1.32 **Construction Contract.** "Construction Contract" means the written form of Standard Form of Construction Contract Between County and Contractor included in the Bidding Documents signed by County and Contractor.

1.1.33 **Construction Schedule.** "Construction Schedule" means the detailed, critical path schedule prepared by Contractor in accordance with the requirements of the Contract Documents showing Contractor's plan for performance of the Work within the Contract Time.

1.1.34 **Contract Adjustment.** "Contract Adjustment" means an adjustment, additive or deductive, to the Contract Price or Contract Time that is permitted by the Contract Documents due to circumstances constituting a Compensable Change, Compensable Delay or Deleted Work.

1.1.35 **Contract Documents.** "Contract Documents" means the following collection of documents:

.1 Construction Contract;

.2 Addenda;

.3 General Conditions;

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.4 Specifications;

.5 Plans and Drawings;

.6 Modifications;

.7 Reference Documents;

.8 Change Orders;

.9 Unilateral Change Orders;

.10 Construction Change Directives;

.11 Safety Program;

.12 other documents that comprise exhibits, attachments or riders to the documents listed in preceding Subparagraph 1.1.35.1 through Subparagraph 1.1.35.11, above;

.13 executed Declaration of Sufficiency of Funds;

.14 executed Non-Collusion Declaration; and

.15 if the Bidding Documents limit bidding to Prequalified Bidders, those written representations, obligations or responsibilities made, acknowledged or assumed by the Bidder as part of the applicable Prequalification conducted by County, including, without limitation, any continuing obligations assumed by Contractor to disclose false or misleading information, report changes in ownership or management and comply with minimum safety requirements.

1.1.36 **Contract Price.** "Contract Price" means the dollar amount set forth in the Construction Contract as the total compensation payable by County to Contractor for complete performance by Contractor in accordance with the Contract Documents of the Work and other obligations assumed by Contractor under the Contract Documents.

1.1.37 **Contract Time.** "Contract Time" means the total number of Days set forth in the Construction Contract within which Contractor is obligated to achieve Substantial Completion and/or Final Completion of the Work, as extended or shortened by Contract Adjustments.

1.1.38 **Contractor.** "Contractor" means the person or entity identified by County as the Bidder receiving Award of the Construction Contract.

1.1.39 **Contractor Amount.** "Contractor Amount" means the component amount calculated on behalf of Contractor pursuant to Paragraph 15.1.5, below, that is used to determine the total net amount payable to Contractor or County in the event of a partial or full termination or discontinuance of the Work.

1.1.40 **Contractor's Own Expense.** "Contractor's Own Expense" means that Contractor agrees to assume sole responsibility to pay and be responsible for any resulting or associated Loss and Delay, without any Contract Adjustment and without any other form of compensation or reimbursement, of any kind, by County.

1.1.41 **County.** "County" means the County of Riverside, a political subdivision of the State of California.

1.1.42 **County Amount.** "County Amount" means the component amount calculated on behalf of County pursuant to Paragraph 15.1.5, below, that is used to determine the total net amount payable to Contractor or County in the event of a partial or full termination or discontinuance of the Work.

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1.1.43 **County Consultant.** "County Consultant" means a consultant, other than Architect, engaged by County (or engaged as a subconsultant to the Architect or a County Consultant) to provide professional advice to County with respect to the design, construction or management of the Project.

1.1.44 **County Review Date.** "County Review Date" means an end date set forth in the Construction Schedule or Submittal Schedule within which County, Architect or a County Consultant is to provide information, review documents or render decisions, approvals or disapprovals.

1.1.45 **County Review Period.** "County Review Period" means a period of time set forth in the Construction Schedule or Submittal Schedule within which County, Architect or a County Consultant is to provide information, review documents or render decisions, approvals or disapprovals.

1.1.46 **County Risk Manager.** "County Risk Manager" means the individual employee of the County acting as its risk manager.

1.1.47 **County Website.** "County Website" means the website maintained by County at http://www.rivcoeda.org.

1.1.48 **Date of Commencement.** "Date of Commencement" means the starting date used for calculation of the Contract Time, and is the date, no earlier than the first working day following issuance of the Notice to Proceed, that is fixed in the Notice to Proceed issued by the County or, if no Notice to Proceed is issued, the Day that the Contractor actually commences Work at the Site in accordance with Paragraph 8.1.1, below.

1.1.49 **Day.** "Day", whether capitalized or not, and unless otherwise specifically provided, means calendar day, including weekends and Holidays.

1.1.50 **Declaration of Sufficiency of Funds.** "Declaration of Sufficiency of Funds" means the declaration, in the form included in the Bidding Documents, required to be submitted by Contractor under circumstances where Contractor has not executed a collective bargaining agreement covering the workers who will be employed to perform the Work.

1.1.51 **Defective Work.** "Defective Work" means materials, equipment, labor, workmanship, construction services or other construction work comprising the Work by Contractor or a Subcontractor that (1) is faulty, omitted, incomplete, or deficient, or (2) does not conform to Applicable Laws, the Contract Documents, or the requirements of any inspection, reference standard, test, code or approval specified in the Contract Documents.

1.1.52 **Delay.** "Delay" means any circumstances involving delay, disruption, hindrance or interference.

1.1.53 **Deleted Work.** "Deleted Work" means Work that is eliminated or its scope or cost reduced pursuant to a Change Order or Unilateral Change Order.

1.1.54 **Department of Industrial Relations.** "Department of Industrial Relations" means The Department of Industrial Relations of the State of California.

1.1.55 **Design Discrepancy.** "Design Discrepancy" means an error, omission, conflict, ambiguity, lack of coordination or noncompliance with Applicable Laws contained in the Bidding Documents, Contract Documents, Reference Documents or other information made available by County to Contractor prior to or after the Bid Closing Deadline.

1.1.56 **Design Documents.** "Design Documents" means all originals, copies and drafts of plans, drawings, tracings, specifications, programs, reports, calculations, presentation materials, models, building information models and other writings or materials containing designs, specifications or engineering information related to the Work or Project prepared by Architect, County Consultants, Contractor, Separate Contractors or Subcontractors including, without limitation, computer aided design materials, electronic data files and paper copies. The term "Design Documents" includes both the written documents and all building and other designs depicted therein.

1.1.57 **Design Intent.** "Design Intent" means the general intended design objectives of the Design Documents prepared by Architect and County Consultants, as described in Paragraph 1.2.1, below.

1.1.58 **Designation of Subcontractors.** "Designation of Subcontractors" means the list of proposed Subcontractors prepared by the Bidder pursuant to California Public Contract Code §§4100 et seq.

1.1.59 **Differing Site Condition.** "Differing Site Condition" means an unforeseen condition that constitutes a basis for Contract Adjustment pursuant to Paragraph 4.3.8, below.

1.1.60 **Disability Laws.** "Disability Laws" means applicable federal, state, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees, or requirements of any Government Authority, which regulate, relate to or impose liability or standards of conduct with respect to, or accessibility for, persons with disabilities, including, without limitation, the Americans with Disabilities Act (42 USCA §§ 12101 et seq.) and the Fair Housing Amendments Act of 1988 (42 USCA §§ 3604 et seq.).

1.1.61 **Discovery Date.** "Discovery Date", generally used in reference to Contractor's obligation to give written notice of certain facts, conditions or circumstances, means the earlier of the dates that Contractor or any Subcontractor either: (1) discovered such facts, conditions or circumstances; or (2) should have discovered such facts, conditions or circumstances in the exercise of the level of care required by the terms of the Standard of Performance.

1.1.62 **Drawings.** "Drawings" means graphic and pictorial documents showing the design, location and dimensions of the Project, and generally includes plans, elevations, subparagraphs, details, schedules and diagrams. The term "Drawings" is used interchangeably with "Plans".

1.1.63 **EDA.** "EDA" means the Economic Development Agency for the County of Riverside.

1.1.64 **Environmental Laws.** "Environmental Laws" means all applicable federal, state, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees and permits or other requirements of any Governmental Authority, which regulate, relate to, or impose liability or standards of conduct concerning any Hazardous Substance (including, without limitation, the use, handling, transportation, production, disposal, discharge or storage thereof), occupational or environmental conditions on, under, or about the Site or Existing Improvements (including, without limitation, soil, groundwater, and indoor and ambient air conditions), environmental protection (natural or manmade resources), or occupational health or industrial hygiene (but only to the extent related to Hazardous Substances on, under, or about the Site or Existing Improvements), as now or may at any later time be in effect, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 [42 U.S.C.A. §§ 9601 et seq.]; the Resource Conservation and Recovery Act of 1976 [42 U.S.C.A. §§ 6901 et seq.]; the Clean Water Act (also known as the Federal Water Pollution Control Act) [33 U.S.C.A. §§ 1251 et seq.]; the Toxic Substances Control Act [15 U.S.C.A. §§ 2601 et seq.]; the Hazardous Substances Transportation Act [49 U.S.C.A. §§ 1801 et seq.]; the Insecticide, Fungicide, Rodenticide Act [7 U.S.C.A. §§ 136 et seq.]; the Superfund Amendments and Reauthorization Act [42 U.S.C.A. §§ 6901 et seq.]; the Clean Air Act [42 U.S.C.A. §§ 7401 et seq.]; the Safe Drinking Water Act [42 U.S.C.A. §§ 300f et seq.]; the Solid Waste Disposal Act [42 U.S.C.A. §§ 6901 et seq.]; the Surface Mining Control and Reclamation Act [30 U.S.C.A. §§ 1201 et seq.]; the Emergency Planning and Community Right to Know Act [42 U.S.C.A. §§ 11001 et seq.]; the Occupational Safety and Health Act [29 U.S.C.A. §§ 655 and 657]; the Residential Lead-Based Paint Exposure Act (Title X of the Housing and Community Development Act of 1992) [15 U.S.C.A. §§ 2681 et seq.]; the Lead-Based Paint Poisoning Prevention Act [42 U.S.C.A. §§ 4821 et seq.]; the Federal Endangered Species Act, the California Endangered Species Act, the Migratory Bird Treaty Act, the National Environmental Policy Act, the California Environmental Quality Act, Porter Cologne Water Quality Act (California Water Code §§ 13000 et seq), and all similar federal, state or local laws, rules, orders, regulations, statutes, ordinances, codes, decrees, or requirements.

1.1.65 **Escrow Agent.** "Escrow Agent" means an entity serving as escrow agent pursuant to California Public Contract Code §22300 in connection with the deposit of securities or retention.

1.1.66 **Escrow Bid Documents.** "Escrow Bid Documents" means all written documentation and electronic files reflecting the basis for and calculation of a Bid, including, without limitation, estimates, quantity take-offs, price quotations, product data, pricing data, memoranda, narratives, add/deduct sheets and reports (including, without

limitation, reports on conditions at, under, or in the vicinity of the Site). The term "Escrow Bid Documents" does not include copies of Bidding Documents if they are not needed to comply with the requirements of the Bidding Documents applicable to submission of Escrow Bid Documents.

1.1.67 **Event of Contractor Default.** "Event of Contractor Default" means any of the events constituting default by Contractor as set forth in Paragraph 15.1.1, below.

1.1.68 **Evidence of Insurance.** "Evidence of Insurance" means the statement, completed by Bidder in the form included in the Bidding Documents, evidencing the Bidder's compliance with the insurance requirements of the Bidding Documents.

1.1.69 **Excusable Delay.** "Excusable Delay" means a Delay, other than a Compensable Delay, to Contractor's ability to achieve Substantial Completion or Final Completion of the Work within the Contract Time that is: (1) not caused, in whole or in part, by an act or omission of Contractor or a Subcontractor, of any Tier, constituting negligence, willful misconduct, a violation of an Applicable Law or a failure by Contractor or any Subcontractor, of any Tier, to comply with the Contract Documents; (2) unforeseeable, unavoidable and beyond the control of Contractor and the Subcontractors, of every Tier; and (3) the result of a Force Majeure Event. Without limitation to the foregoing, neither the bankruptcy, insolvency nor financial inability of Contractor or a Subcontractor, of any Tier, nor any failure by a Subcontractor, of any Tier, to perform any obligation imposed by contract or Applicable Laws shall constitute a ground for Excusable Delay.

1.1.70 **Existing Improvements.** "Existing Improvements" means all improvements located on the Site as of the Bid Closing Deadline, whether above or below the surface of the ground, including, but not limited to, existing buildings, utilities, infrastructure improvements and other facilities.

1.1.71 **Extra Work.** "Extra Work" means labor, materials, equipment, services or other work, not reasonably inferable by Contractor or its Subcontractors from the design and other information set forth in the Bidding Documents, the performance of which requires the expenditure by Contractor of additional and unforeseen Allowable Costs. References to Extra Work shall not be interpreted to mean or imply that Contractor is entitled to a Contract Adjustment unless such Extra Work constitutes a Compensable Change.

1.1.72 **Final Completion, Finally Complete.** "Final Completion" and "Finally Complete" mean the point at which the following conditions have occurred with respect to the entire Work:

.1 the Work is fully completed, including all minor corrective, or "punch list," items;

.2 all permits, approvals and certificates by Governmental Authorities, such as, but not necessarily limited to, a permanent or temporary certificate of occupancy required to occupy and use the Work have been issued free of any conditions that are the result of an act or omission of Contractor or a Subcontractor, of any Tier, constituting negligence, willful misconduct, a violation of an Applicable Law or a failure by Contractor or any Subcontractor, of any Tier, to comply with the Contract Documents;

.3 the Work and the related portions of the Site have been thoroughly cleared of all construction debris and cleaned in accordance with the requirements of the Contract Documents, including, but not necessarily limited to where applicable, the following: removal of temporary protections; removal of marks, stains, fingerprints and other soil and dirt from painted, decorated and natural-finished woodwork and other Work; removal of spots, plaster, soil and paint from ceramic tile, marble and other finished materials; all surfaces, fixtures, cabinet work and equipment are wiped and washed clean and in an undamaged, new condition; all aluminum and other metal surfaces are cleaned in accordance with recommendations of the manufacturer; and all stone, tile and resilient floors are cleaned thoroughly in accordance with the manufacturer's recommendations and buff dried by machine to bring the surfaces to sheen;

.4 all conditions set forth in the Contract Documents for Substantial Completion of the Work have been, and continue to be, fully satisfied;

.5 all conditions pertaining to the Work and required for the release of County's obligations (including, but not limited to, release of County's bond obligations) to Governmental Authorities (including, but not limited to, matters involving grading, flood control, public works, transportation and traffic) have been satisfied; and

.6 Contractor has delivered to County all Close-Out Documents.

1.1.73 **Final Completion Punch List.** "Final Completion Punch List" means the list of minor items of Work to be completed or corrected by Contractor for Final Completion.

1.1.74 **Final Payment.** "Final Payment" means payment by County to Contractor of the entire unpaid balance of the Contract Price due to Contractor following Final Completion.

1.1.75 **Force Majeure Event.** "Force Majeure Event" means, and is restricted to, any the following: (1) Acts of God occurring at the Site; (2) terrorism or other acts of a public enemy; (3) orders of Governmental Authorities (including, without limitation, unreasonable and unforeseeable Delay in the issuance of permits or approvals by Governmental Authorities that are required for the Work); (4) epidemics or quarantine restrictions; (5) strikes and other organized labor action occurring at the Site and the effects thereof on the Work to the extent such strikes and other organized labor action are beyond the control of Contractor and its Subcontractors, of every Tier, and to the extent the effects thereof cannot be avoided by use of replacement workers or implementation of a dual gate system of entry to the Site; or (6) unusual shortages in materials that are supported by documented proof that (a) Contractor made every effort to obtain such materials from all available sources, (b) such shortage is due to the fact that such materials are not physically available from single or multiple sources or could have been obtained only at exorbitant prices entirely inconsistent with current rates taking into account the quantities involved and the usual industry practices in obtaining such quantities, and (c) such shortages and the difficulties in obtaining alternate sources of materials could not have been known or anticipated as of the Bid Closing Deadline.

1.1.76 **Fragnet.** "Fragnet" means a contemporaneous, fragmentary scheduling network, which graphically identifies the sequencing of all critical and non-critical new activities and/or activity revisions affected by a Compensable Delay or Excusable Delay with logic ties to all affected existing activities noted on the Construction Schedule, that isolates and quantifies a time impact of a specific issue, determines and demonstrates any such specific Delay in relation to past and/or other current Delays and provides a method for incorporating all Contract Adjustments to the Contract Time into an update of the approved Construction Schedule.

1.1.77 **General Conditions.** "General Conditions" means the herein set forth general terms and conditions governing performance of the Work.

1.1.78 **General Requirements.** "General Requirements" means the portion of the Specifications so titled setting forth additional requirements for administration of the Work.

1.1.79 **Good Faith Determination.** "Good Faith Determination" means a determination made by the Assistant CEO/EDA or other authorized representative of County, which he/she believes in good faith to be a proper exercise of County's rights and to have a reasonable basis in fact, whether or not such determination is in fact proper, reasonable or correct or adjudged to be so.

1.1.80 **Governmental Authority.** "Governmental Authority" means the United States, the State of California, the County of Riverside (acting in its regulatory, rather than proprietary, capacity), the City in which the Project is located, any other local, regional, state or federal political subdivision, authority, agency, department, commission, board, bureau, court, judicial or quasi-judicial body, and any legislative or quasi-legislative body, or instrumentality of any of them, which exercises jurisdiction over the Project, Work, Site, Contractor or County, including, without limitation, any Governmental Authority having jurisdiction to review and approve or reject the Contract Documents or the Work based on compliance or non-compliance with Applicable Laws.

1.1.81 **Governmental Authority Review Period.** "Governmental Authority Review Period" means a period of time set forth in the Construction Schedule or Submittal Schedule for Governmental Authority review, and/or approval, of the Work.

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1.1.82 **Guarantee To Repair Period.** "Guarantee To Repair Period" means the period of time set forth in Section 13.3, below, for repair or replacement of Defective Work.

1.1.83 **Hazardous Substance.** "Hazardous Substance" means either of the following: (1) any chemical, material or other substance defined as or included within the definition of "hazardous substances," "hazardous wastes," "extremely hazardous substances," "toxic substances," "toxic material," "restricted hazardous waste," "special waste," "contamination" or words of similar import under any Environmental Law, including, without limitation, the following: petroleum (including crude oil or any fraction thereof), asbestos, asbestos-containing materials, polychlorinated biphenyls ("PCBs") and PCB-containing materials, whether or not occurring naturally; or (2) any substance that because of its quantity, concentration or physical or chemical characteristics poses a significant present or potential hazard to human health and safety or to the environment, and which has been determined by any Governmental Authority to be a hazardous waste or hazardous substance.

1.1.84 **Holiday.** "Holiday" means a Day recognized by County as being a legal holiday for its staff and employees.

1.1.85 **Indemnitees.** "Indemnitees" means those persons or entities listed in Paragraph 3.18.1, below, as the "Indemnitees".

1.1.86 **Inspector of Record.** "Inspector of Record" means a person designated by the County to perform inspections on behalf of the County, who may be an employee or an independent consultant to County.

1.1.87 **Installation Subcontractor.** "Installation Subcontractor" means a Subcontractor who performs a portion of the Work that includes providing substantial, rather than minor and incidental, services for the installation of temporary or permanent materials, equipment or facilities at the Site.

1.1.88 **Instructions to Bidders.** "Instructions to Bidders" means the portion of the Bidding Documents setting forth the requirements to be followed by Bidders in preparing and submitting Bids.

1.1.89 **Intellectual Property Rights.** "Intellectual Property Rights" means all intellectual property rights, including, without limitation, patent, trademark, trade dress, copyright, industrial design rights, priority rights and trade secrets.

1.1.90 **Key Personnel, Key Persons.** "Key Personnel" and "Key Persons" mean those individuals employed by Contractor as described in Paragraph 3.8.1, below, and any replacements thereto approved by County, whose personal performance is deemed of the essence to the Construction Contract.

1.1.91 **Loss, Losses.** "Loss" and "Losses" mean any and all economic and non-economic losses, costs, liabilities, claims, damages, cost escalations, actions, judgments, settlements, expenses, fines, penalties and punitive damages including, without limitation, full and actual attorney's fees (including, without limitation, attorney's fees for trial and on appeal), expert and non-expert witness fees, arbitrator and arbitration fees, court costs (statutory and non-statutory), and mediation and mediator fees.

1.1.92 **Modification.** "Modification" means a document, other than a Change Order or Construction Change Directive, approved and signed by County and Contractor after execution of the Construction Contract, agreeing to alter, amend or modify the Contract Documents.

1.1.93 **Mold.** "Mold" means mold, mildew, spores or other microorganisms of any type, nature or description, or any by-product thereof, the presence of which poses an actual or potential threat to human health, including, without limitation, any species of organisms of the kingdoms of fungi or mycota, including yeasts, smuts, ruts, mildews, mold and mushrooms, or any microbial contamination, either airborne or surface, which arises out of or is related to the presence of fungi or spores (including, without limitation, aspergilius, cladosporium, penicillium and stachybortrys chartarum).

1.1.94 **Non-Collusion Declaration.** "Non-Collusion Declaration" means the form, so titled, required by California Public Contract Code §7106 and the Bidding Documents to be submitted by Bidder with its Bid.

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1.1.95 **Notice Inviting Bids.** "Notice Inviting Bids" means the notice issued by or on behalf of County inviting submission of Bids for the Project.

1.1.96 **Notice Inviting Prequalification Statements.** "Notice Inviting Prequalification Statements" means the formal notice issued by County inviting contractors to participate in County's process for Prequalification of Bidders.

1.1.97 **Notice of Change.** "Notice of Change" means a formal written notice required to be submitted by Contractor pursuant to Paragraph 7.6.1, below, notifying County of circumstances that Contractor believes may give rise to a Contract Adjustment.

1.1.98 **Notice of Completion.** "Notice of Completion" means a "notice of completion" as defined in California Civil Code §9204.

1.1.99 **Notice of Delay.** "Notice of Delay" means a formal written notice prepared and submitted by Contractor pursuant to Paragraph 8.2.2, below, notifying County of circumstances that Contractor believes may give rise to a Contract Adjustment to the Contract Time for Excusable Delay or Compensable Delay or a Contract Adjustment to the Contract Price for Compensable Delay.

1.1.100 **Notice of Final Completion.** "Notice of Final Completion" means the written notice by County confirming the date of actual Final Completion.

1.1.101 **Notice of Intent to Award.** "Notice of Intent to Award" means the written notice by or on behalf of County stating County's intent to Award the Construction Contract.

1.1.102 **Notice of Substantial Completion.** "Notice of Substantial Completion" means the written notice by County confirming the date of actual Substantial Completion.

1.1.103 **Notice to Proceed.** "Notice to Proceed" means the written notice issued by County to Contractor to begin the Work.

1.1.104 **Payment Bond, Performance Bond.** "Payment Bond" and "Performance Bond" mean the surety bonds required to be provided by Contractor pursuant to Article 12, below.

1.1.105 **Plans.** "Plans" means the graphic and pictorial portions of the Contract Documents prepared by Architect or its Subconsultants showing the design, location and dimensions of the Work, including, without limitation, plans, elevations, details, schedules and diagrams. The term "Plans" is used interchangeably with "Drawings".

1.1.106 **Post-Award Submittals.** "Post-Award Submittals" means the documents described in the Bidding Documents that the apparent successful Bidder is required to submit after opening of Bids as a condition of Award.

1.1.107 **Pre-Bid Conference.** "Pre-Bid Conference" means the conference, specified in the Notice Inviting Bids as either mandatory or optional, held prior to the Bid Closing Deadline for the purpose of, without limitation, introducing the Bidders to the Project, and which conference may, or may not, include a review of the Site.

1.1.108 **Prequalification.** "Prequalification" means a process for Prequalification of contractors for bidding that is conducted by County pursuant to California Public Contract Code §20101 or as otherwise permitted by Applicable Laws.

1.1.109 **Prequalification Documents.** "Prequalification Documents" means the collection of documents issued to and submitted by individuals or entities pursuant to a Prequalification conducted by County.

1.1.110 **Prequalified Bidder.** "Prequalified Bidder" means a contractor that is prequalified as part of a Prequalification conducted by County pursuant to Public Contract Code §20101.

1.1.111 **Product Data.** "Product Data" means illustrations, standard schedules, charts, instructional brochures, diagrams and other information furnished by Contractor to illustrate a material, product or system for the Work.

1.1.112 **Progress Payment.** "Progress Payment" means a monthly payment of a portion of the Contract Price prior to Final Completion based on Contractor's progressed performance of the Work.

1.1.113 **Project.** "Project" means the improvements comprising, or necessary or appurtenant to the use of, the work of improvements described generally in the Bidding Documents, of which the Work may be the entirety of such improvements or only a part.

1.1.114 **Project Documents.** "Project Documents" means all writings (hard copy and electronic) in the possession of Contractor at the Site or elsewhere that relate in any way to the Project or Work.

1.1.115 **Project Team.** "Project Team" means County, Architect, County Consultants, Contractor, the Subcontractors, the Separate Contractors, Inspectors of Record and other firms or individuals retained by County, or retained by others with County's approval, participating in the planning, programming, design, construction or inspection of the Work.

1.1.116 **Reasonable Order of Magnitude Estimate.** "Reasonable Order of Magnitude Estimate" means a general estimate prepared by Contractor, or jointly by Contractor and County, without the benefit of complete or definitive pricing by Subcontractors, of the projected additional cost and time associated with Contractor's performance of a particular item or items of Extra Work or Deleted Work described in a Construction Change Directive. Unless otherwise agreed to in writing between County and Contractor, a Reasonable Order of Magnitude Estimate does not constitute either an authorization or agreement by County to any Contract Adjustment or a guarantee or promise by Contractor with respect to the amount of any Contract Adjustment that may be associated with a Compensable Change or Deleted Work.

1.1.117 **Record Documents.** "Record Documents" means the collection of documents assembled and prepared by Contractor (including, without limitation, the Record Drawings and Specifications) showing the condition of the Work as actually built.

1.1.118 **Record Drawings, Record Specifications.** "Record Drawings" and "Record Specifications" mean the Drawings and Specifications marked by Contractor to show the condition, location and placement of the Work as actually built, including, without limitation, the locations of mechanical, electrical, plumbing or similar portions of the Work that are depicted diagrammatically in the Drawings.

1.1.119 **Reference Documents.** "Reference Documents" means reports, studies, surveys and other information provided by County for Contractor's review and consideration in preparing its Bid, including, without limitation, information describing the Site (including surface or subsurface conditions), Existing Improvements or Hazardous Substances at the Site.

1.1.120 **Request for Extension.** "Request for Extension" means a formal written request submitted by Contractor pursuant to Paragraph 8.2.3, below, setting forth the justification and support for Contractor's request for a Contract Adjustment to the Contract Time.

1.1.121 **Request for Information.** "Request for Information" means a written request by Contractor for clarification of what it perceives to be a discrepancy in the Contract Documents (including, without limitation, information in the Contract Documents constituting a Design Discrepancy or a variance between the information in the Bidding Documents or Contract Documents and conditions at the Site or in Existing Improvements).

1.1.122 **Safety Program.** "Safety Program" means the formal, written program prepared by Contractor setting forth detailed procedures and precautionary measures for protecting persons and property from injury or damage.

1.1.123 **Samples.** "Samples" means physical examples that, when approved by County and Architect, illustrate materials, equipment or workmanship by which the Work is to be evaluated and judged as part of the Submittal process.

1.1.124 **Schedule of Values.** "Schedule of Values" means a detailed, itemized breakdown of the Contract Price, which provides for an allocation of the dollar values to each of the various parts of the Work.

1.1.125 **Self-Performed Work.** "Self-Performed Work" means Work related to a Compensable Change or Deleted Work that is performed or to be performed by Contractor's own laborers who are employed by Contractor, rather than by the employees of a Subcontractor, using materials and equipment purchased by Contractor directly from a supplier or manufacturer.

1.1.126 **Separate Contractor.** "Separate Contractor" means a contractor, subcontractor, supplier or vendor under contract directly to County to provide services, materials, labor, equipment or other work to the Project.

1.1.127 **Shop Drawing.** "Shop Drawing" means a drawing, diagram, schedule and other data specially prepared for the Work by Contractor or a Subcontractor to illustrate some portion of the Work.

1.1.128 **Site.** "Site" means: (1) the parcel of land owned by County on which the Project is to be constructed and such additional parcels as may be purchased by County for such construction; (2) all areas adjacent to such parcels that may be used by Contractor or the Subcontractors for staging, storage, parking or temporary offices; and (3) all land areas, both private and public, adjacent to such parcels on which Work is required to be performed under the Contract Documents, Applicable Laws or permits relating to the Project.

1.1.129 **Specifications.** "Specifications" means the portion of the Contract Documents consisting of the written requirements for materials, equipment, standards and workmanship for the Work and performance of related services.

1.1.130 **Standard of Performance.** "Standard of Performance" means the general standard governing Contractor's performance of its obligations under the Construction Contract and General Conditions as set forth in Section 2.2 of the Construction Contract.

1.1.131 **State Water Resources Control Board.** "State Water Resources Control Board" means the State Water Resources Control Board of the State of California.

1.1.132 **Storm Water Permit.** "Storm Water Permit" means any applicable storm water, urban runoff or statewide general NPDES permit issued by the State of California or the United States pursuant to the provisions of the Clean Water Act (Title 33U.S.C.§§1251 et seq.) and/or Porter Cologne Water Quality Control Act (California Water Code §§13000 et seq.) and including any related regulations issued by the State of California or the United States.

1.1.133 **Sub-Bidder.** "Sub-Bidder" means a person or entity that submits a bid to a Bidder for some portion of the Work that is to be performed by that person or entity acting as a first-Tier Subcontractor.

1.1.134 **Subcontractor.** "Subcontractor" means a person or entity that has a contract to perform a portion of the Work, including without limitation, subcontractors, sub-subcontractors, suppliers, equipment operators, manufacturers and vendors, of any and every Tier.

1.1.135 **Submittal.** "Submittal" means a Shop Drawing, Product Data, Sample, detailed design, exemplar, fabrication and installation drawing, list, graph, operating instruction or other document required to be submitted by Contractor under the Contract Documents.

1.1.136 **Submittal Schedule.** "Submittal Schedule" means the schedule prepared by Contractor showing the timing for submission and review of Submittals during construction.

1.1.137 **Substantial Completion, Substantially Complete.** "Substantial Completion" and "Substantially Complete" mean the point at which the following conditions have occurred with respect to the entire Work or a portion

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of the Work designated by County in writing to be Substantially Completed prior to Substantial Completion of the entire Work:

.1 such Work is sufficiently and entirely complete in accordance with Contract Documents so that such Work can be fully enjoyed and beneficially occupied and utilized by County for its intended purpose (except for minor items which do not impair County's ability to so occupy and use such Work);

.2 all permits, approvals and certificates by Governmental Authorities, such as, but not necessarily limited to, a permanent or temporary certificate of occupancy required to occupy and use such Work have been issued free of any conditions that are the result of an act or omission of Contractor or a Subcontractor, of any Tier, constituting negligence, willful misconduct, a violation of an Applicable Law or a failure by Contractor or any Subcontractor, of any Tier, to comply with the Contract Documents; and

.3 all building systems included in such Work are operational as specified, all designated or required inspections and certifications by Governmental Authorities have been made and posted and instruction of County's personnel in the operation of the systems has been completed.

1.1.138 **Substantial Completion Punch List.** "Substantial Completion Punch List" means the list of items of Work to be completed or corrected by Contractor for Substantial Completion.

1.1.139 **Substitution.** "Substitution" means a material, product or item of material or equipment proposed by the Bidder or Contractor in place of that specified in the Bidding Documents or Contract Documents.

1.1.140 **Substitution Request Form.** "Substitution Request Form" means the form, so titled, that is included in the Bidding Documents for use by the Bidders when requesting a Substitution.

1.1.141 **Supplementary Conditions.** "Supplementary Conditions" means those portions of the Specifications that supplement, by addition, modification or deletion, a specific portion of the General Conditions.

1.1.142 **Surety.** "Surety" means Contractor's surety(ties) issuing the Bid Bond, Performance Bond or Payment Bond.

1.1.143 **Tier.** "Tier" means the contractual level of a Subcontractor with respect to Contractor. For example, a "first-tier" Subcontractor is under contract with Contractor. A sub-subcontractor under contract with a first-tier Subcontractor is in the "second tier," and so on. Use of the phrase "of every Tier", or similar phraseology, in the Contract Documents shall not be interpreted as implying that other provisions of the Contract Documents, where such phrase is not used, are intended to be limited in application to only the first Tier or to only certain other Tiers of Subcontractors.

1.1.144 **Time Impact Analysis.** "Time Impact Analysis" means a written report evaluating the impact of an Excusable or Compensable Delay, which shall include, at a minimum, the following: (1) a narrative description of the Delay and its impact on the critical path to achievement of a Substantial Completion or Final Completion of the Work or a portion of the Work designated by County within the Contract Time; (2) a Fragnet; (3) the number of Days of extension sought by Contractor as a Contract Adjustment to the Contract Time; (4) a computation of the Days of Compensable Delay multiplied times the liquidated damages payable to Contractor pursuant to Section 3.3 of the Construction Contract, if any, sought by Contractor; (5) a statement that Contractor has complied with the requirements of the General Conditions for written notice of Delays, along with the dates and copies of such notices; (6) the measures taken by Contractor and Subcontractors to prevent or minimize the Delay; and (7) Contractor's recommendations for reordering or re-sequencing the Work to avoid or minimize further Delay.

1.1.145 **Unexcused Delay.** "Unexcused Delay" means any Delay that is not a Compensable Delay or Excusable Delay or that constitutes a Compensable Delay or Excusable Delay for which Contractor is not entitled to a Contract Adjustment to the Contract Time, including, without limitation, the following: (1) Delay caused by an act or omission of Contractor or a Subcontractor, of any Tier, constituting negligence, willful misconduct, a violation of an Applicable Law or a failure by Contractor or any Subcontractor, of any Tier, to comply with the Contract Documents; (2) Delay for which Contractor has failed to provide a timely and complete Notice of Delay or Request for Extension;

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or (3) Delay associated with any circumstances where the costs or risk associated with such circumstances are designated in the Contract Documents as being at Contractor's risk or Contractor's Own Expense.

1.1.146 **Unilateral Change Order.** "Unilateral Change Order" means a writing signed by County in accordance with Article 7, below, in which County unilaterally sets forth its Good Faith Determination of the undisputed portion of an otherwise disputed Contract Adjustment.

1.1.147 **Work.** "Work" means all labor, materials, equipment, services, permits, licenses, taxes and other things necessary for Contractor to perform its obligations under the Contract Documents, including, without limitation, any Changes requested by County, in accordance with the Contract Documents and all Applicable Laws. The Work may constitute the whole or a part of the Project.

1.1.148 **Worker's Compensation Certificate.** "Worker's Compensation Certificate" means the statement, completed by Bidder in the form included in the Instruction to Bidders, evidencing the Bidder's compliance with the worker's compensation insurance requirements of the Bidding Documents and Applicable Laws.

1.2 CORRELATION, INTERPRETATION AND INTENT OF CONTRACT DOCUMENTS

1.2.1 **Design Intent.** The intent of the Contract Documents is for Contractor to provide all items necessary to produce a work of improvement that is complete as a whole and that is, in all of its parts, suitable for use and occupancy for its intended purpose, including, without limitation, all equipment, casework, mechanical, electrical and similar devices of whatever nature, completely installed, hooked-up and made fully operational and functional.

1.2.2 **Complementary.** Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all. Any Work called for on the Drawings and not mentioned in the Specifications, or vice versa, shall be performed as though fully set forth in both.

1.2.3 **Technical Words.** Unless otherwise stated in the Contract Documents, technical words and abbreviations contained in the Contract Documents are used in accordance with commonly understood construction industry meanings and non-technical words and abbreviations are used in accordance with their commonly understood meanings.

1.2.4 **Trade Names.** It is not the intention of the Contract Documents to go into detailed descriptions of any materials or methods commonly known to the trade under a "trade name" or "trade term." The mere mention or notation of such "trade name" or "trade term" shall be considered a sufficient notice to the Contractor that it will be required to complete the Work so named with all its appurtenances according to first-class practices of the trade.

1.2.5 **Incidental Items.** The naming of any material or equipment shall mean furnishing and installing of same, including all incidental and accessory items thereto and labor therefor, in accordance with first-class practices of the trade involved, unless specifically noted otherwise.

1.2.6 **Drawing Dimensions.** Figured, derived or numerical dimensions on scale Drawings shall govern over Drawings without figured dimensions. The Drawings shall not be scaled to determine dimensions, and (except in the case of diagrammatic Drawings) dimensions shall be calculated from figures shown on the Drawings. Obvious discrepancies between scale and figured dimensions, not marked "not to scale," must be brought to the Architect's attention before proceeding with the Work affected by the discrepancy. Contractor shall carefully check and compare all portions of the Drawings and Specifications so as to correctly interpolate the intended dimensions for any portion of the Work that is not explicitly dimensioned in the Contract Documents.

1.2.7 **Drawings, Specifications.** In general, the Drawings will show dimensions, positions, and kind of construction and the Specifications will define materials, quality and standards. Work not particularly shown, detailed, marked or specified shall be the same as similar parts that are shown, detailed, marked or specified.

1.2.8 **Typical Work.** Work not particularly shown, detailed, marked or specified shall be the same as similar parts that are shown, detailed, marked or specified.

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1.2.9 **Divisions of the Work.** All the Work mentioned or indicated in the Contract Documents shall be performed by Contractor as part of the Work unless specifically indicated in the Contract Documents to be done by others. The organization of the Specifications into divisions, sections and articles and the arrangement of the Drawings shall not control Contractor in dividing the Work among the Subcontractors or in establishing the extent of the Work to be performed by the Subcontractors.

1.2.10 **Applicable Laws.** Compliance with Applicable Laws shall be considered as a part of the Work.

1.2.11 **Interpretations of Laws.** In the event of a conflict between or among Applicable Laws governing performance of the Work, the more stringent shall govern. Contractor assumes, at Contractor's Own Expense, sole responsibility for, and the risk associated with, interpretations of Applicable Laws made by Contractor not predicated on written orders issued by Governmental Authorities that by their terms are applicable to the Project, including, without limitation, interpretations or assumptions made by Contractor based on decisions, orders or approvals (written or unwritten) issued by or on behalf of Governmental Authorities in connection with work on other projects or properties near or in the general vicinity of the Site.

1.2.12 **Modifiers.** The Contract Documents may omit modifying words such as "all" and "any," and articles such as "the" and "an." If a modifier or an article is not included in one statement and appears in another, it is not intended to affect the interpretation of either statement. The use of the word "including," when following any general statement, shall not be construed to limit such statement to specific items or matters set forth immediately following such word or to similar items or matters whether or not non-limiting language (such as "without limitation," "but not limited to," or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement.

1.2.13 **Singular, Gender, Captions.** When appropriate to the context, the use of the singular number shall be deemed to include the plural and vice versa. Each gender shall be deemed to include any other gender, and each shall include corporation, partnership, trust or other legal entity whenever the context so requires. The captions and headings of the various subdivisions of the Contract Documents are intended only as a matter of reference and convenience and in no way define, limit, or prescribe the scope or intent of the Contract Documents or any subdivision thereof.

1.2.14 **Cross-References.** Any cross-references indicated between various paragraphs or other portions of the Specifications, Drawings or other Contract Documents are provided for the convenience of Contractor and shall not be deemed to be all-inclusive.

1.2.15 **Diagrammatic Design.** Drawings and diagrams for mechanical, plumbing, electrical, fire sprinkler, fire alarm and low voltage Work shall be considered as diagrammatic only and shall not be used for any structural guidance or physical layout. Because such Drawings are diagrammatic, Contractor shall be responsible to provide any and all numbers and lengths of fittings, wire, conduit, connections, attachments or similar materials or devices needed to complete the Work, without Contract Adjustment, whether or not they exceed the numbers of pieces or the lengths indicated by such Drawings. Contractor is solely responsible to carefully plan and coordinate in advance, by means of coordination drawings prepared by Contractor or a Subcontractor, the installation of any Work shown diagrammatically and shall do so in such a manner as to make maximum use of the space available and anticipate and avoid wherever possible conflict and interferences among such portions of the Work and with other portions of the Work, including structural members.

1.2.16 **Demolition.** Existing Improvements at the Site of which no specific description is made in the Contract Documents, but which could be reasonably assumed to interfere with the satisfactory completion of the Work, shall be removed and disposed of by Contractor without Contract Adjustment. If Contractor is unsure whether a specific Existing Improvement at the Site which is not specifically described in the Contract Documents should be removed and disposed of, Contractor shall promptly ask the County whether such Existing Improvement is to be removed or remain in place, and shall comply with any directive given in response.

1.2.17 **Omissions.** Items missing from the Contract Documents shall nevertheless be provided by the Contractor, without Contract Adjustment, to the extent reasonably inferable from the Contract Documents as being necessary to satisfy the Design Intent.

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1.2.18 **Conflicts.** Notwithstanding the provisions of Paragraph 1.2.19, below, in the event of conflict between any of the Contract Documents, the provision placing a more stringent requirement or greater burden on the Contractor or requiring the greater quantity or higher quality material or workmanship shall prevail, unless otherwise directed by the County in writing.

1.2.19 **Order of Precedence.** Conflicts that cannot be resolved in accordance with the rules of interpretation set forth elsewhere in this Section 1.2, shall be interpreted in accordance with the following order of precedence (the first being the highest order of precedence):

.1 Applicable Laws (provided, however, and notwithstanding Subparagraph 1.2.19.10, below, where the Contract Documents or manufacturer's recommendations or specifications require standards higher than those of Applicable Laws, the Contract Documents or manufacturer's recommendations or specifications shall control);

.2 Change Orders, Unilateral Change Orders and Construction Change Directives;

.3 Addenda;

.4 Construction Contract;

.5 Supplementary Conditions;

.6 General Conditions;

.7 General Requirements;

.8 Specifications;

.9 Drawings, subject to the following: (1) large scale plans and details take precedence over small scale Drawings in all cases; (2) full scale Drawings have precedence over both large and small scale Drawings in all cases; (3) detailed Plans and/or Drawings shall have precedence over general Plans and/or Drawings; (4) architectural and structural Drawings take precedence over electrical and mechanical Drawings in regard to location and arrangement of fixtures, outlets, and equipment; and (5) electrical and mechanical Drawings take precedence in describing and specifying equipment and in describing the diagrammatic requirements;

.10 standard and reference specifications which include industry norms, such as, but not limited to, ANSI and ASTM; and

.11 Reference Documents.

1.2.20 **Conditions Precedent.** Wording used in the Contract Documents indicating that a right of the Contractor or an obligation of the County is subject to or conditioned upon the occurrence of a condition or event, whether or not such condition or event is within the control of Contractor, County or others and whether or not such condition or event is expressly stated to be a "condition precedent", shall be understood and interpreted to mean that the stated condition or event is a condition precedent to the existence, arising, performance and exercise of such right or obligation.

1.3 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

1.3.1 **Property of County.** Subject to the provisions of Paragraph 2.4.4, below, all Design Documents, Contract Documents and Project Documents that are prepared by Contractor or a Subcontractor, of any Tier, for use in connection with the Project, including any designs, building designs or other depictions underlying or shown in them, and the Intellectual Property Rights thereto, shall be deemed the sole and exclusive property of County and ownership thereof is irrevocably vested in County, whether the Project is executed or not.

1.3.2 **Assignment of Rights.** Contractor shall, without further consideration, obtain any and all Intellectual Property Rights in the Project Documents and Design Documents prepared by Contractor or any Subcontractor, of any Tier, for use in connection with the Project, including any designs, building designs or other depictions underlying or shown in them, free and clear of any liens or other encumbrances, claims or rights of third parties, transfer such rights, if necessary in writing, to County and cooperate with County in securing and registering such rights, such that County shall own all Intellectual Property Rights and any other tangible and/or intangible property rights associated therewith. Such transfer and assignment will be effective for the entire duration of the copyrights and include, but are not be limited to, all rights in related plans, specifications, documentation, derivative works and moral rights.

1.3.3 **Contractor's Warranty.** Contractor represents and warrants that the Project Documents and Design Documents prepared by Contractor or any Subcontractor for use on the Project, and the use of such Project Documents in the ordinary course, are free of any claim of infringement or any other violation of any Intellectual Property Right or other right of any third party.

1.3.4 **Non-Exclusive License.** Without derogation of County's rights under this Section 1.3, Contractor and Subcontractors, of every Tier, are granted a limited, non-exclusive license, revocable at will of County, to use and reproduce applicable portions of the Design Documents, Contract Documents and Project Documents as appropriate to and for use in the execution of the Work and for no other purpose.

1.3.5 **Reproduction.** Contractor shall do all reproduction and distribution of such reproducible prints of Contract Documents and Design Documents as are necessary for the complete pricing and performance of the Work, including, without limitation, all Changes. The costs of such reproduction shall be at Contractor's Own Expense.

1.3.6 **Delivery to County.** All Design Documents and Contract Documents (including originals and copies), and one (1) copy of all other Project Documents, in the possession of Contractor or Subcontractors shall be delivered to County upon the earlier of Final Completion of the Work or termination of the Construction Contract; provided, however, that Contractor shall have the right to retain one (1) copy of the Contract Documents and Submittals as a permanent record.

1.3.7 **Subcontractors.** Contractor shall take all necessary steps to ensure that a provision is included in all contracts with Subcontractors, of every Tier, who perform Work on the Project protecting and preserving County's rights as set forth in this Section 1.3.

ARTICLE 2
COUNTY RIGHTS AND OBLIGATIONS

2.1 INFORMATION, APPROVALS AND SERVICES REQUIRED OF COUNTY

2.1.1 **Legal Descriptions.** County shall furnish, within a reasonable time after written request by Contractor, a legal description of the Site and information describing legal limitations affecting the Site that are recorded with applicable Governmental Authorities, such as, but not limited to, easements.

2.1.2 **Permits and Fees.** County shall secure and pay for only those permits and fees which are expressly stated to be the responsibility of County under the Contract Documents. County shall pay for all hook-up fees (not including "tap fees", which are the responsibility of Contractor pursuant to Paragraph 3.14.3, below) in order to establish a new account with a utility provider.

2.1.3 **County Approvals.** Information, approvals and decisions required of County or a County Consultant for which a County Review Period or County Review Date is included in the Construction Schedule that is approved by County shall be provided in accordance with the Construction Schedule. If a County Review Period or County Review Date is not set forth in the Construction Schedule approved by County, then such information, approvals and decisions shall be provided upon written request by Contractor without unreasonable Delay. Notwithstanding the foregoing, failure by County, Architect or a County Consultant to provide any information, approvals or decisions shall not be considered as a basis for Contract Adjustment to the Contract Time unless and until, and in calculating a Contract Adjustment any Delay or extension of the Contract Time resulting from a late-issuance of such information, approval or decision shall not commence until after:

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.1 in the case of information, approval or decision for which there is a County-approved County Review Period or County Review Date in the County-approved Construction Schedule, seven (7) Days have passed since the County and the individual from whom such information, approval or decision is sought have received from Contractor a written notice containing all the following:

(1) a detailed description of the information, approval or decision required;

(2) a statement that the County Review Period or County Review Date has expired or passed; and

(3) a statement, prominently displayed, that: "PURSUANT TO PARAGRAPH 2.1.3 OF THE GENERAL CONDITIONS, THE FAILURE TO PROVIDE THE REQUESTED INFORMATION, APPROVAL OR DECISION WITHIN 7 CALENDAR DAYS FROM THIS NOTICE MAY RESULT IN A REQUEST FOR A CONTRACT ADJUSTMENT"; or

.2 in the case of information, approval or decision for which there is no County Review Period or County Review Date set forth in the County-approved Construction Schedule, thirty (30) Days have passed since the County and the individual from whom such information, approval or decision is sought have received from Contractor a written notice that includes the statements set forth Clauses (1) and (2) of Subparagraph 2.1.3.1, above, and that includes a statement, prominently displayed, that: "PURSUANT TO PARAGRAPH 2.1.3 OF THE GENERAL CONDITIONS, THE FAILURE TO PROVIDE THE REQUESTED INFORMATION, APPROVAL OR DECISION WITHIN 30 CALENDAR DAYS FROM THIS NOTICE MAY RESULT IN A REQUEST FOR A CONTRACT ADJUSTMENT".

2.1.4 **Approvals.** Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of County, Architect or any other Project Team member, or by tests, inspections or approvals required or performed by persons other than the Contractor.

2.1.5 **Non-Specified Items.** County reserves the right to approve materials and sources of supply of materials that are not specified in the Contract Documents and that are used for the performance of the Work.

2.2 COUNTY'S RIGHT TO STOP THE WORK

If Contractor fails to correct Defective Work as required by Section 13.2 of these General Conditions, fails to perform the Work in accordance with the Contract Documents or violates any Applicable Law, County may immediately order Contractor to stop the Work, or any portion thereof, until the cause for such direction has been eliminated by Contractor. Contractor shall immediately comply with such notice at Contractor's Own Expense. Nothing stated herein or elsewhere in the Contract Documents shall be interpreted as placing upon County a duty or responsibility to Contractor or any other party to exercise its right to stop the Work.

2.3 COUNTY'S RIGHT TO CARRY OUT THE WORK

If Contractor fails to carry out the Work in accordance with the Contract Documents, fails to provide sufficient labor, materials, equipment, tools and services to maintain the Construction Schedule, or otherwise fails to comply with any requirement of the Contract Documents, and fails to cure such failure in the manner required by Subparagraph 15.1.1.4, below, County may correct such failure. In such case, County shall be entitled to recover from Contractor or deduct from payments then or thereafter due Contractor for any Loss resulting from such failure, including compensation for the additional services and expenses of County, County Consultants and others whose services are reasonably required and made necessary thereby. If payments then or thereafter due Contractor are not sufficient to cover such amounts, Contractor shall promptly pay the amount of the shortfall to County.

2.4 ACCOUNTING, RECORDS AND AUDIT

2.4.1 **Accounting System.** Contractor shall exercise such controls as may be necessary for proper financial management of the Work. Such accounting and control systems shall comply with prevailing custom and practice for similar projects, be satisfactory to County and shall include preservation of the books and records

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described in Paragraph 2.4.2, below, subject to Contractor's obligations under Paragraph 1.3.6, above, for a period of ten (10) years after Final Completion of the Work, or for such longer period as may be required by Applicable Laws.

2.4.2 **Books and Records.** Contractor shall keep, and shall require provisions to be included in all contracts entered into by Subcontractors, of every Tier, requiring the Subcontractors, of every Tier, to keep, full and detailed books, records, information, materials and data, of every kind and character (hard copy, as well as computer readable data if it exists) that have any bearing on or pertain to any matters, rights, duties or obligations relating to the Project, Work or Construction Contract, including, without limitation, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, change orders, change order requests, estimates, field orders, construction change directives, schedules, requests for information, diaries, logs, reports, shop drawings, samples, exemplars, drawings, specifications, invoices, delivery tickets, receipts, vouchers, cancelled checks, memoranda, accounting records; job cost reports, job cost files (including complete documentation of negotiated settlements), backcharges, general ledgers; documentation of cash and trade discounts earned, insurance rebates and dividends, and other documents relating in any way to any claims, charges or time extensions asserted by Contractor or any of the Subcontractors, of any Tier, or relating to any credits, rebates or discounts owing to County.

2.4.3 **Inspection and Copying.** Contractor shall allow, and shall require provisions to be included in all contracts entered into by Subcontractors, of every Tier, allowing, County and the auditor for the State of California (and the authorized representative(s), auditors, attorneys and accountants of each) upon twenty-four (24) hours notice to Contractor, full access to inspect and copy all its aforestated books and records at a location within the Southern California area. Such right of audit may be exercised by either County or the auditory for the State of California as often as reasonably necessary to verify Contractor's continuing compliance with the Contract Documents.

2.4.4 **Confidential Information.** Nothing stated in this Section 2.4 or elsewhere in the Contract Documents shall be interpreted as a waiver by Contractor or any Subcontractor of any rights of privilege or confidentiality that are provided for by Applicable Law nor as authorizing the inspection of books and records that contain information concerning estimating means or methods that is not, in whole or part, relevant to a charge or demand being asserted by Contractor or a Subcontractor involving Extra Work, Deleted Work, Delay or a Claim.

2.4.5 **Withholding of Payment.** In addition to and without limitation upon County's other rights and remedies for breach, including any rights of County to withhold payment that are set forth elsewhere in the Contract Documents, County shall have the right, exercised in its sole discretion, to withhold from any payment due to Contractor under an Application for Payment a sum of up to ten percent (10%) of the total amount set forth in such Application for Payment until Contractor and the Subcontractors have complied with any outstanding and unsatisfied obligation under this Section 2.4. Upon compliance with this Section 2.4, any such monies withheld shall be released to Contractor.

2.4.6 **Specific Performance.** Contractor agrees that any failure to provide access to books and records as required by this Section 2.4 will result in irreparable harm and prejudice to County and shall, without the necessity of posting of any bond or undertaking, be specifically enforceable by means of a mandatory injunctive order (temporary, preliminary, provisional or otherwise) issued by a court of competent jurisdiction, which order the County and Contractor hereby consent to being issued based upon affidavits and without the necessity of oral testimony.

2.5 COUNTY FURNISHED MATERIALS

2.5.1 **Supply by County.** County shall have the right to furnish materials, products or equipment directly for processing and incorporation by Contractor in lieu of Contractor providing materials, products or equipment specified in the Contract Documents to be provided by Contractor as part of the Work.

2.5.2 **Deleted Work.** If the materials, products or equipment provided by County pursuant to Paragraph 2.5.1, above, then a Change Order shall be executed deleting such materials, products or equipment from the Work along with a Contract Adjustment reducing the Contract Price in the manner provided for in Article 7, below, applicable to Contract Adjustments for Deleted Work.

2.5.3 **Delivery Deadlines.** Without limitation to Contractor's obligations under Article 8, below, upon receipt of written instruction by County of its intent to provide materials, products or equipment pursuant to this

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Section 2.6, Contractor shall notify County promptly in writing of any deadlines within which such materials, products or equipment must be received at the Site in order to avoid Delay.

2.5.4 **Delivery to Site.** Contractor shall, upon their delivery to the Site, properly receive and unload materials, products or equipment furnished by County pursuant to this Section 2.5.

2.5.5 **Care, Custody and Control.** Contractor assumes full and unconditional responsibility for care, custody and control of the materials, products or equipment that are furnished by County pursuant to this Section 2.5, whether or not they have been accepted by County, and assumes sole responsibility for any subsequent loss, injury or damage thereto occurring prior to Final Completion.

2.5.6 **Notice of Deficiencies.** Contractor shall carefully inspect any materials, products or equipment furnished by County pursuant to this Section 2.5 and immediately notify County of any defect or deficiency in such materials, products or equipment or any nonconformity in such materials, products or equipment with the requirements of the Contract Documents or with the requirements of the other documentation provided to Contractor setting forth the conditions of County's purchase. Contractor shall not accept any materials, products or equipment furnished by County with respect to which Contractor has provided such notice of defect, deficiency or non-conformity unless and until instructed to do so in writing by County.

2.5.7 **Incorporation in Work.** Contractor shall, as part of the Work and without Contract Adjustment, provide any and all processing, fabrication, cutting, shaping, fitting, assembly and installation of materials, products or equipment furnished by County pursuant to this Section 2.5 in full compliance with the requirements of the Contract Documents and the manufacturer's instructions and recommendations.

2.6 COUNTY INSTALLED ITEMS

Contractor shall notify County, a reasonable time in advance, of the Contractor's scheduled dates for installation of items that are specified in the Contract Documents to be placed on, attached to or incorporated into the Work by County or Separate Contractors. In the event that Contractor fails to do so or if due to Unexcused Delay the County is unable after such notice by Contractor to so place, affix or incorporate such items, then Contractor shall be responsible, in addition to any amounts due to County for liquidated damages, to reimburse County for costs of storage or rental of temporary replacement items until such time as the Work is in a condition suitable for such items to be placed, affixed or incorporated.

2.7 COUNTY'S ADDITIONAL RIGHTS

The rights stated in this Article 2 are in addition to and not in limitation of any other rights of County granted elsewhere in the Contract Documents or under Applicable Laws.

ARTICLE 3
CONTRACTOR PERFORMANCE

3.1 CONTRACTOR STATUS

3.1.1 **Independent Contractor.** Contractor is, and shall at all times be deemed to be, an independent contractor and is wholly responsible for the performance of the obligations required of it by the terms of the Contract Documents.

3.1.2 **Agents, Employees.** Contractor wholly assumes responsibility for the acts and omissions of its agents and employees and the agents and employees of each Subcontractor, of every Tier, as they relate to the Work. Contractor, its agents and employees, shall not be entitled to any rights or privileges of County's employees and nothing contained in the Contract Documents and no course of conduct shall be construed as creating the relationship of employer and employee, or principal and agent, between County and any agent or employee of Contractor or any Subcontractor. County shall have the right, but not the obligation, to monitor the employment and other activities of Contractor and the Subcontractors to determine compliance with the terms of the Contract Documents.

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3.1.3 **Licenses.** Contractor and the Subcontractors, of every Tier, shall maintain, such contracting, professional and business licenses as may be required by Applicable Laws for the duration of time that Contractor is performing the Work under the Contract Documents, including the period of any warranty provided covering all or any portion of the Work.

3.1.4 **Subcontractors.** Contractor is responsible to County for acts and omissions of the Subcontractors and their agents and employees and other persons performing portions of the Work under a contract with a Subcontractor, of any Tier.

3.1.5 **Design Services.** Contractor shall provide professional services if such services are expressly, or by reasonable implication, required by the Contract Documents for a portion of the Work or are required in order for Contractor to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Professional design services or certifications so required of Contractor shall be furnished by design professionals exercising the highest standard of care and utilizing designs and engineering that comply with all systems, materials or equipment, performance and design criteria set forth in the Contract Documents. Certification by a properly licensed design professional, including such professional's signature and seal, shall appear on all drawings, calculations, specifications, certifications and other documents prepared by such professional. Submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted. County, Architect and County Consultants shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

3.2 REVIEW OF DOCUMENTS, SITE AND EXISTING IMPROVEMENTS

3.2.1 **Contractor's Duty of Review.** Contractor's submission of its Bid and execution of the Construction Contract constitutes its representation, acknowledgement and agreement that it had sufficient time, access and opportunity prior to the Bid Closing Deadline to conduct a careful and thorough examination, to its satisfaction, of:

.1 the Bidding Documents, Contract Documents, Reference Documents and other information provided by County to Contractor prior to the Bid Closing Deadline concerning the Project, Site or Existing Improvements;

.2 the visible conditions at the Site and its surroundings, visible conditions of Existing Improvements and their existing uses by County or the public, routes of ingress and egress, and local conditions in the vicinity of the Site (including, without limitation, sources and availability of labor, materials and equipment);

.3 the status of any construction at the Site concurrently under construction; and

.4 all information concerning visible and concealed conditions above and below the surface of the ground at the Site and in Existing Improvements (including, without limitation, surveys, reports, data, as-built drawings of Existing Improvements and utility sources, capacities and locations) that was either (1) provided by County to Contractor or other Bidders (including, but not limited to, the Bidding Documents and Reference Documents) or (2) reasonably available to Contractor for review in the public records of the County of Riverside or the City in which the Project is located.

3.2.2 **Contract Adjustments.**

.1 **Differing Site Conditions.** Except as otherwise provided in Subparagraph 3.2.3, below, the Contractor's right to a Contract Adjustment in the event Contractor encounters conditions at the Site or in Existing Improvements that vary from those indicated by the Contract Documents or other information that was either reviewed by Contractor or that Contractor was given the opportunity to review prior to the Bid Closing Deadline shall be governed exclusively by Paragraph 4.3.8, below, pertaining to Differing Site Conditions.

.2 **Design Discrepancies.** Except as otherwise provided in Subparagraph 3.2.3, below, and subject to the Contractor's compliance with the other provisions of the Contract Documents governing the Contractor's right to a Contract Adjustment (including, without limitation, Article 7 and Article 8, below), Contractor shall be entitled to a Contract Adjustment due to Design Discrepancies, subject to the following conditions and limitations:

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(1) **Compensable Change.** There shall be no Contract Adjustment to the Contract Price for Extra Work that the Contractor is required to perform as a result of a Design Discrepancy unless all of the following conditions have been met prior to Contractor or any Subcontractor performing any portion of the Work involving or affected by such Design Discrepancy:

(a) the circumstances giving rise to such Extra Work conform to all of the requirements of Subparagraph 1.1.29.2 through Subparagraph 1.1.29.4, above, applicable to Compensable Changes;

(b) Contractor has submitted to County and Architect a Request for Information in compliance with Paragraph 3.2.5, below, seeking clarification of such Design Discrepancy;

(c) Contractor has submitted to County a timely and complete Notice of Change in accordance with Article 7, below, describing such Extra Work in detail;

(d) Contractor has received a Construction Change Directive signed by County in accordance with Article 7, below, directing that Contractor perform the portion of the Work in question; and

(e) unless otherwise provided in such Construction Change Directive, Contractor has submitted to County a Change Order Request in accordance with the requirements of Article 7, below, setting forth the particulars of its request for Contract Adjustment on account of such Extra Work.

(2) **Compensable Delay.** There shall be no Contract Adjustment to the Contract Price or Contract Time for Delay as a result of a Design Discrepancy unless all of the following conditions have been met prior to Contractor or any Subcontractor performing any portion of the Work involving or affected by such Design Discrepancy:

(a) if the Delay is the result, in whole or in part, of Extra Work, all of the requirements of Subparagraph 3.2.2.2 (1), (a) through (e), above, have been met;

(b) the circumstances giving rise to such Delay conform to all of the requirements of Subparagraph 1.1.30.2 and Subparagraph 1.1.30.3, above, applicable to Compensable Delay; and

(c) Contractor has submitted to County a timely and complete Notice of Delay and a timely and complete Request for Extension in accordance with Article 8, below, setting forth the particulars of its request for Contract Adjustment on account of such Compensable Delay.

(3) **Differing Site Conditions.** The Contractor's right to a Contract Adjustment as a result of variances between (a) the Contract Documents or other documents or information described in Paragraph 3.2.1, above, that, prior to the Bid Closing Deadline was either reviewed by Contractor or was available to Contractor for review prior to the Bid Closing Deadline and (b) conditions at the Site or in Existing Improvements shall, notwithstanding the fact that the circumstances asserted by Contractor as a basis for such Contract Adjustment may involve, relate to or arise out of a Design Discrepancy, be governed by the provisions of the Contract Documents setting forth the Contractor's right to Contract Adjustments on the grounds of Differing Site Conditions.

3.2.3 WAIVER BY CONTRACTOR.

CONTRACTOR AGREES THAT IT SHALL NOT BE ENTITLED TO, AND HEREBY CONCLUSIVELY WAIVES, ANY RIGHT TO CONTRACT ADJUSTMENT, AS WELL AS THE RIGHT TO ANY OTHER OR FURTHER RECOURSE OR RIGHT OF RECOVERY FROM COUNTY, ON ACCOUNT OF LOSSES OR DELAYS THAT ARE A RESULT OF EITHER A DIFFERING SITE CONDITION OR A DESIGN DISCREPANCY, IF PRIOR TO THE BID CLOSING DEADLINE SUCH DIFFERING SITE CONDITION OR DESIGN DISCREPANCY WAS:

(1) DISCOVERED BY CONTRACTOR AND CONTRACTOR, NOTWITHSTANDING SUCH DISCOVERY, FAILED TO REPORT SUCH DIFFERING SITE CONDITION OR DESIGN DISCREPANCY TO COUNTY IN WRITING PRIOR TO THE BID CLOSING DEADLINE;

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(2) ALTHOUGH NOT ACTUALLY DISCOVERED BY CONTRACTOR PRIOR TO THE BID CLOSING DEADLINE WAS REASONABLY DISCOVERABLE BY CONTRACTOR UNDER THE STANDARD OF PERFORMANCE SPECIFIED IN THE CONSTRUCTION CONTRACT, INCLUDING, WITHOUT LIMITATION, A DIFFERING SITE CONDITION OR DESIGN DISCREPANCY THAT WAS OVERLOOKED BY CONTRACTOR DUE TO A FAILURE BY CONTRACTOR TO FULLY FAMILIARIZE ITSELF PRIOR TO THE BID CLOSING DEADLINE WITH ANY OF THE DOCUMENTS, INFORMATION OR CONDITIONS REFERRED TO IN PARAGRAPH 3.2.1, ABOVE.

3.2.4 **Continuing Obligation.** In addition and without limitation to Contractor's obligations under Paragraph 3.2.1, above, or elsewhere in the Contract Documents, Contractor shall have the continuing obligation until Final Completion to promptly report to County, by means of submission by Contractor of a Request for Information that complies with the requirements of Paragraph 3.2.5, below, any and all of the following:

.1 information contained in the Bidding Documents, Contract Documents, Reference Documents or other documentation that was either reviewed by Contractor or that Contractor was given the opportunity to review prior to the Bid Closing Deadline, as well as any visible conditions at the Site, in Existing Improvements or in the vicinity of the Project, that Contractor knows, or in the exercise by Contractor of its duties under the Standard of Performance should have known, may render a portion of the Work in any respect, wholly or partially, unsuitable or incomplete to meet the requirements of the Contract Documents, the Design Intent or Applicable Laws, and

.2 conditions in the Work that constitute Defective Work or that cause or are likely to cause any other portion of the Work to be Defective Work.

Without limitation to County's other rights under the Contract Documents, any portion of the Work, Existing Improvements or the work of Separate Contractors or County's own forces requiring replacement, repair or correction due to a failure by Contractor or any Subcontractor, of any Tier, to comply with its continuing obligation under this Paragraph 3.2.4 shall be promptly replaced, repaired or corrected to County's satisfaction, at Contractor's Own Expense.

3.2.5 **Requests for Information.**

.1 **Time for Submittal.** Requests for Information shall be submitted no later than three (3) Days after the date Contractor learns of the circumstances giving rise to the question contained in the Request for Information. Requests for Information shall be submitted by or through the Contractor and not directly by Subcontractors.

.2 **Content.** Each Request for Information shall, in addition to the Contractor's specific question or request, include the following:

(1) a detailed description of the circumstances giving rise to the Contractor's request or question, including, without limitation, any related Design Discrepancy;

(2) Contractor's request for clarification, including, without limitation, any request for further detailing or correction of the Contract Documents; and

(3) a statement of whether Contractor believes it is entitled to a Contract Adjustment by reason of the circumstances described.

.3 **Form.** Contractor shall submit Requests for Information using forms provided or approved by County.

.4 **Unnecessary, Multiple Requests.** Contractor shall carefully review, coordinate and consolidate (where appropriate to prevent piecemeal submission) Requests for Information (whether originating with Contractor or the Subcontractors) prior to submitting them in order to eliminate unnecessary or duplicative requests.

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.5 **Responses.** Responses to Requests for Information shall be furnished with reasonable promptness so as to not unreasonably Delay progress of the Work; provided, however, that the timing of a response by the Architect, County or a County Consultant to a Request for Information shall not constitute grounds for a Contract Adjustment unless Contractor has complied with the requirements set forth in this Paragraph 3.2.5 and, if applicable, Paragraph 2.1.3, above.

.6 **Back Charges by County.** County shall have the right to deduct from payments due to Contractor sums expended by County for the services of the Architect, Inspectors of Record or County Consultants due to a failure by Contractor to comply with this Paragraph 3.2.5.

.7 **WAIVER BY CONTRACTOR.**

FAILURE BY CONTRACTOR TO SUBMIT A REQUEST FOR INFORMATION IN ACCORDANCE WITH AND UNDER CIRCUMSTANCES IN WHICH A REQUEST FOR INFORMATION WAS REQUIRED BY THIS PARAGRAPH 3.2.5 SHALL RESULT IN CONTRACTOR WAIVING ITS RIGHT TO A CONTRACT ADJUSTMENT ON ACCOUNT OF ANY LOSS OR DELAY THAT COULD HAVE BEEN AVOIDED IF SUCH REQUEST FOR INFORMATION HAD BEEN PROPERLY PREPARED AND TIMELY SUBMITTED.

3.2.6 **Correction of Work.** Contractor shall, at Contractor's Own Expense, correct or replace in accordance with the direction of County any portion of the Work that is performed by Contractor or a Subcontractor knowing that it involves, or that Contractor or Subcontractor in the exercise of reasonable care and diligence should have known involves, a portion of the Contract Documents that contains an error, omission, conflict, ambiguity, lack of coordination or noncompliance with Applicable Laws, without first notifying and obtaining the written approval of County and Architect.

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

3.3.1 **General Obligation.** Contractor shall provide competent, fully qualified personnel to supervise, administer, manage and direct the Work, competently and efficiently, at all times devoting their best skill and attention to perform the Work in accordance with the Contract Documents.

3.3.2 **Supervisory Staff.** Contractor shall employ a competent project manager, superintendent, scheduler, forepersons and necessary assistants during performance of the Work. Contractor's superintendent and forepersons shall be present at the Site at all times that the Work is in progress and at any time that any employee of Contractor or a Subcontractor is present at the Site. Contractor's project manager and superintendent shall, unless excused from attendance by the County, attend all job meetings. Contractor's project manager and superintendent must be able to fluently read and write in English. Contractor's superintendent shall not perform the Work of any trade, pick up materials, or perform any Work not directly related to the supervision of the Work and shall be available twenty-four (24) hours a Day, seven (7) Days a week, to respond to emergencies.

3.3.3 **County Supplementary Personnel.** Without limitation upon any of the rights or remedies of the County under the Contract Documents or under Applicable Laws, in the event that Contractor fails to have personnel on Site to supervise the Work, the County shall have the right, but not the obligation, upon twenty-four (24) hours' telephonic or email notice by the County to Contractor, to provide such supervision on a temporary basis and to deduct from the sums owing to Contractor the actual costs of such temporary supervision. Contractor shall, notwithstanding the County's providing such temporary supervision, remain solely responsible for all actions and omissions of its personnel and of the Subcontractors.

3.3.4 **Means, Methods, Procedures.** Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and coordinating all portions of the Work, unless the Contract Documents specify other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, Contractor shall nonetheless be fully and solely responsible for the adequacy and safe implementation of such means, methods, techniques, sequences or procedures. If Contractor believes that such specified means, methods, techniques, sequences or procedures may not be safe or adequate, Contractor shall give written notice to County and Architect and shall not proceed with that portion of the Work without further written instruction from County or Architect. In response to such notice, County may order Contractor to improve the character or increase the efficiency

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of the means, methods, techniques, sequences or procedures employed, and Contractor shall conform to such order; but the failure of County to order such improvement or increase of efficiency will neither relieve Contractor from its sole responsibility for safety at the Site nor relieve Contractor from its obligation to perform the Work in accordance with the Contract Documents and Applicable Laws.

3.4 LABOR, MATERIALS AND EQUIPMENT

3.4.1 **Costs of Work.** Contractor shall provide and pay for labor, materials, tools, equipment, machinery, water, heat, utilities, transportation, facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether incorporated or to be incorporated into the Work.

3.4.2 **Coordination.** Contractor shall provide supervision sufficient to ensure proper coordination for the timely and efficient performance and completion of the Work.

3.4.3 **Field Conditions.** Before commencing the Work or any activities on the Site, Contractor shall take field measurements and verify field conditions and carefully compare such field measurements and conditions with the information in the Contract Documents and other information obtained by or available to Contractor.

3.4.4 **Layout.** Contractor is solely responsible for (1) the accurate layout of all portions of the Work, (2) the accuracy of the Project lines and levels, (3) erection of the Work square, plumb, level, true to line and grade, in the exact plane, and to the correct elevation and (4) sloping of surfaces to drain as indicated by the Contract Documents, or, if not indicated, as needed to provide for adequate drainage.

3.4.5 **Materials, Equipment**

.1 **Delivery, Storage, Inventory.** Materials and equipment shall be: (1) furnished in ample quantities and at such times as to ensure uninterrupted progress of the Work; and (2) if located on the Site, properly stored and protected as reasonable and necessary, or as directed by County, to prevent Loss from any foreseeable cause, including, without limitation, theft. In the event that County gives direction as to the location for storage or protection of materials or equipment on the Site, Contractor shall nonetheless remain solely responsible for its safe and secure storage and protection. No part of any such stored materials and equipment shall be removed from its place of storage except for immediate installation in the Work. Contractor shall keep an accurate inventory of all such stored materials and/or equipment in a manner satisfactory to County.

.2 **Purchases.** Contractor shall place orders for materials and/or equipment as specified so that delivery of same may be made without Delay to the Work. Contractor shall, upon request from County, furnish to County documentary evidence showing that orders have been placed. County reserves the right in the event Contractor fails, within three (3) Days after receipt of written notice by County to Contractor to comply with the requirements of this Subparagraph 3.4.5.2, to comply with the requirements of this Subparagraph 3.4.5.2, to deduct the costs paid or payable by County associated with such purchases from payments otherwise owing to Contractor. Contractor shall, if requested by County, accept assignment of any such contracts entered into by County without a Contract Adjustment.

.3 **Title.** No material, supplies or equipment for the Work shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by seller or supplier. Contractor warrants good title to all material, supplies and equipment installed or incorporated in the Work and agrees upon Final Completion to deliver the Work, including the premises, land, improvements and appurtenances on or to which the Work is placed, located or affixed, to County free from any claims, liens, or charges. Contractor further agrees that neither it nor any person, firm, or corporation furnishing any materials or labor for any of the Work shall have any right of lien upon the Site, or any Existing Improvement or appurtenance thereon, except that (1) nothing stated in this Subparagraph 3.4.5.3 shall be interpreted as a waiver by Contractor or any Subcontractor of its right under Applicable Laws to serve a stop payment notice for Work that is not paid for by County as required under the terms of the Contract Documents; and (2) Contractor may install metering devices or other equipment of utility companies or political subdivisions, title to which may be retained by such utility company or political subdivision, provided that in the event of installation of any such metering device or utility equipment, Contractor shall advise County as to the owner, and the precise location, thereof.

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.4 **Substitutions.** No substitution of materials, equipment, articles, processes or other items of the Work required under the Contract Documents will be made without written approval of County, which approval may be granted or denied in the sole and absolute discretion of County. With respect to any such substitution made or requested by Contractor, neither the occurrence of a substitution made or requested by Contractor nor the approval or disapproval by County of a substitution that is made in accordance with this Subparagraph 3.4.5.4 shall give rise to any right of Contractor to a Contract Adjustment. Contractor shall, notwithstanding County's or Architect's approval, remain solely responsible for the sufficiency and suitability of all substitutions requested by Contractor and approved, or otherwise made, by Contractor.

.5 **Parts List.** Contractor will provide a printed parts list for all items which might be subject to replacement and for which parts lists are either expressly required by the Contract Documents or customarily provided according to usual commercial practices.

.6 **Manuals.** As part of its obligation for submission of Record Documents, four (4) hard copies and one (1) electronic version of operations and maintenance manuals shall be prepared and transmitted by Contractor to County prior to and as a condition of Final Completion. Final Payment will not be due until County has received all such manuals and all other manuals covering the Work that are either required to be provided by the terms of the Contract Documents or if not required are customarily provided according to usual commercial practices applicable to the portion of Work involved. Operating instructions will be included within the equipment manuals and will state all information necessary for County to operate, use, maintain and service the equipment fully and efficiently.

.7 **Start Up.** Contractor will be responsible for start-up of all systems and equipment purchased as part of the Work and has included sufficient amounts in its Bid to cover contingencies arising out of the start-up of such systems and equipment. Contractor will comply fully with each manufacturer's specifications and instructions. Systems and equipment specified to be furnished with manufacturer's supervision of start-up will be placed in operation only under such supervision.

3.5 CONTRACTOR'S WARRANTY

3.5.1 **General Warranty.** In addition to other warranties and guarantees required by the Contract Documents, Contractor shall, and hereby does, warrant and guarantee that: (1) the Work will conform to the requirements of Contract Documents, including, without limitation, any performance standards that are part thereof; (2) all Work for which there is not a specific requirement, criteria, specification or standard set forth in the Contract Documents will conform to the Standard of Performance; (3) all labor, equipment, materials and other items of Work will be when installed new and free of liens, claims and security interests; (4) without limitation to the other requirements of this warranty, all labor, installation and workmanship will be performed in a good and workmanlike manner; and (5) all labor, materials, equipment, services and work shall be free of defects for a period of one (1) year after Final Completion. If required by County, Contractor shall furnish satisfactory evidence as to the kind and quality of services, labor, installation, materials and equipment used. Manufactured items installed in the Work, unless otherwise specifically stated in the Contract Documents, are to be installed in strict accordance with manufacturer's current printed instructions.

3.5.2 **Repair, Replacement.** Without limitation upon the County's other rights or remedies under the Contract Documents or Applicable Laws, any and all Work that, for reasons other than (1) ordinary wear and tear or (2) abuse or neglect by persons or entities other than the Contractor or the Subcontractors, is not in conformance with the warranties or guarantees required by the Contract Documents or Applicable Laws shall be repaired or replaced, together with the repair or replacement of any other Work, Existing Improvements or the work of the Separate Contractors, the County's own forces or others, which may be removed, displaced or damaged in so doing. The Contractor shall notify the County in writing upon completion of such repair or replacement. In the event of failure by the Contractor to commence and pursue with diligence said replacement or repair within ten (10) Days after being notified by the County, the County is hereby authorized to proceed with such replacement and repair as the County deems necessary and expedient and to charge such costs to Contractor at Contractor's Own Expense.

3.5.3 **Not a Limitation.** The warranties stated in this Section 3.5 are in addition to any other warranties or guarantees that are required under any other provision of the Contract Documents or Applicable Laws. Nothing stated in this Section 3.5 shall be interpreted as a limitation upon the County's rights under any warranties or

guarantees provided for under any other provision of the Contract Documents or under Applicable Laws that afford the County greater rights than the rights afforded to County under this Section 3.5.

3.5.4 **Assignment.** Contractor does hereby unconditionally and irrevocably assign to County all warranties and guarantees issued or made by any Subcontractor, of any Tier (including, without limitation, any manufacturer, supplier and distributor) in connection with the Work. Such assignment shall not relieve Contractor of, or otherwise limit, any of its obligations contained in the Contract Documents, including, without limitation, the general responsibility and liability of Contractor for a breach by a Subcontractor (including, without limitation, any manufacturer, supplier and distributor, of any Tier) of a warranty or guarantee given by such Subcontractor in connection with the Work.

3.5.5 **Close-Out.** Unless sooner requested by County, Contractor shall furnish to County, as part of the Close-Out Documents and as a condition to Final Payment, all written guarantees or warranties that are required by the terms of the Contract Documents. All such guarantees and warranties shall be: (1) in writing; (2) indexed and bound; (3) accompanied by such certifications and instruction materials as may be required by the Contract Documents; and (4) issued to County or assignable by their terms, and in fact assigned, to County.

3.6 TAXES

3.6.1 **Payment by Contractor.** Contractor shall pay, at Contractor's Own Expense, all local, state and federal taxes, including, without limitation, all sales, consumer, business license, use and similar taxes on materials, labor or other items furnished for the Work or portions thereof provided by Contractor or the Subcontractors, of all Tier, all taxes arising out of its operations under the Contract Documents and all benefits, insurance, taxes and contributions for social security and unemployment insurance which are measured by wages, salaries or other remuneration paid to Contractor's employees. If under federal excise tax law any transaction hereunder constitutes a sale on which a federal excise tax is imposed, and the sale is exempt from such excise tax because it is a sale to a state or local government, then County, upon request, will execute documents necessary to show: (1) that County is a political subdivision of the State for the purposes of such exemption; and (2) that the sale is for the exclusive use of County. No excise tax for such materials shall be included in any price (including, without limitation, the Bid) submitted by Contractor for the Work or for Changes in the Work.

3.6.2 **Tax Exempt Projects.** If applicable to the Project, Contractor shall comply with Applicable Laws concerning tax-exempt construction projects.

3.6.3 **Records of Taxes.** Contractor and the Subcontractors shall keep sufficient records to verify the amount of sales and use taxes paid. Copies shall be submitted with each monthly Application for Payment. Failure to keep or submit such records, resulting in the inability of County to claim a refund for taxes for such materials, shall render Contractor liable to County for the amount of such tax refund.

3.7 PERMITS, FEES AND LEGAL NOTICES

3.7.1 **Permits.** Contractor shall obtain and pay for all permits and approvals that are not stated in the Contract Documents to be the responsibility of the County. Such permits and approvals that are the responsibility of the Contractor may include local building or land use permits, California Department of Fish and Game Streambed Alteration Agreements (Section 1600 et seq.), California Department of Fish and Game collection permits, U.S. Army Corps of Engineers 404 fill and dredge authorization, Clean Water Act Section 401 authorization (managed by the local California Regional Water Quality Control Boards) land owner agreements, or other regulatory permits or approvals required for the implementation of the Project. All permits, licenses and certificates obtained by Contractor shall be delivered to County prior and as a condition to Final Completion and Contractor's right to Final Payment.

3.7.2 **Applicable Laws, Notices.** Contractor shall comply with, and give notices required by, Applicable Laws bearing on performance of the Work.

3.7.3 **Bonds, Undertakings.** Contractor shall, without Contract Adjustment, procure and obtain all bonds required of the County or the Contractor by the municipality in which the Project is located or by any other public or private body with jurisdiction over the Project. In connection with such bonds, the Contractor shall prepare all applications, supply all necessary back-up material and furnish the surety with any required personal undertakings. The Contractor shall also obtain and pay, without Contract Adjustment, all charges for all approvals for street closings,

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parking meter removal and other similar matters as may be necessary or appropriate from time to time for the performance of the Work.

3.7.4 **Notice of Violations.** Contractor shall immediately notify County in writing of any instruction received from County, or any other Project Team member that, if implemented, would cause a violation of any Applicable Law.

3.7.5 **Governmental Authority Approvals.** Where the Contract Documents state, or Applicable Laws require, that materials, processes or procedures must be approved by a Governmental Authority, Contractor shall be responsible for satisfying the requirements and obtaining the approval of such Governmental Authority.

3.8 CONTRACTOR'S PERSONNEL

3.8.1 **Key Persons.** Contractor's employees acting as project manager, scheduler and superintendent constitute Key Persons. Individuals acting as Key Persons who are not already identified in Contractor's Post-Award Submittals shall be identified in writing to County prior to commencement of the Work.

3.8.2 **Background Check.** Contractor shall perform, prior to commencing Work on the Site, a thorough background check of each of the Key Persons and shall not, without prior written approval of County, employ any person to act as a Key Person if such background check, or other information known to Contractor, discloses a felony conviction or other matter which casts any reasonable doubt on the competency, reliability or honesty of such person.

3.8.3 **Project Manager.** The Key Person acting as project manager shall be deemed to have full authority to contractually bind Contractor, including, without limitation, the authority to bind Contractor to the terms of Contract Adjustments.

3.8.4 **Transfer.** Contractor's Key Personnel are deemed of essence to the Construction Contract. No Key Person shall, for so long as he/she is employed by Contractor, be transferred to any other project nor any of his/her responsibilities reassigned at any time during performance of the Work without the prior written approval of County, which approval may be granted or withheld in County's sole and absolute discretion.

3.8.5 **Removal.** County shall have the right, at any time, to direct the removal and replacement of any Key Person if his/her performance is determined by County, in its sole and absolute discretion, to be unsatisfactory.

3.8.6 **Replacement.** Any individual proposed by Contractor as a replacement for a Key Person must be approved in advance by County, such approval not to be unreasonably withheld, after submission by Contractor to County of complete information concerning such individual's experience and qualifications.

3.8.7 **Communications.** Important communications by Key Persons shall be confirmed in writing by Contractor. Other communications by Key Persons shall be confirmed on written request in each case.

3.8.8 **Contact Information.** Contractor shall provide to County, prior to the start of the Work, telephone numbers where Key Persons can be reached 24-hours a day, 7 Days a week.

3.8.9 **Signatures.** Prior to commencing the Work, Contractor shall submit to County a facsimile of the signatures of the Key Person acting as project manager, as well as any other representatives of Contractor with authority to sign on behalf of and contractually bind Contractor.

3.8.10 **Exclusion from Site.** Contractor shall at all times maintain good discipline and order at the Site among its employees and the employees of the Subcontractors. Any person in the employ of Contractor or any of the Subcontractors, of any Tier, whom County deems, in its sole and absolute discretion, incompetent, unfit, intemperate, troublesome or otherwise undesirable shall be excluded from the Site and shall not again be employed on the Site except with written approval of County.

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3.9 CONTRACTOR'S CONSTRUCTION SCHEDULE

3.9.1 **Preparation.** Within twenty-one (21) Days after issuance by County of the Notice of Intent to Award, the Contractor shall prepare and submit a Construction Schedule for the Work, both in hard copy and electronically, for the County's approval. The Construction Schedule shall in all respects conform to and be consistent with the time requirements for the Project set forth in the Construction Contract.

3.9.2 **Format.** The Construction Schedule shall be in the form of a critical path progress schedule that shows, in graphic form, a plan for performance of the Work within the Contract Time. It shall be prepared, using Primavera P3, as a time-scaled bar chart showing: (1) continuous flow from left to right and activities and milestones that are critical to Substantial Completion and Final Completion of the Work; (2) identification of "float"; and (3) a clearly highlighted critical path. Durations and specific calendar days shall be clearly and legibly shown for the early and late start and finish of each activity. With the exception of County Review Periods and Governmental Authority Review Periods, any activity with more than fifteen (15) Days in duration will be segmented into fifteen (15) Day increments. No more than ten percent (10%) of the activities shall be shown as critical. Techniques or methods designed to suppress depiction of available float are strictly prohibited.

3.9.3 **Detail.** Activities shown in the Construction Schedule shall be in sufficient detail to demonstrate a practical plan to complete the design, engineering, fabrication and construction within the Contract Time and shall, at a minimum, include the following:

.1 the start and finish date of each activity;

.2 the anticipated percent of completion at the end of each month;

.3 the weighted labor value expressed as a percentage of the total labor cost of the Work for each activity;

.4 the final manpower curves by trade;

.5 the anticipated purchase and delivery of major materials and equipment;

.6 the County's occupancy requirements;

.7 receipt and incorporation of materials, products or equipment to be furnished by County (if any);

.8 County Review Periods and County Review Dates that are acceptable to and approved by County;

.9 Governmental Authority Review Periods; and

.10 the activities identified as being on the critical path to Substantial Completion and Final Completion of the Work.

3.9.4 **Updates.** Throughout the performance of the Work, weekly updates shall be delivered, in hard copy and, if required by County, in an electronic form satisfactory to County. In addition, Contractor shall regularly prepare and submit to County short term, three (3) week "look-ahead" schedules generated from the Construction Schedule approved by County. Except to the extent permitted by Contract Adjustment to the Contract Time approved by County in a duly executed Change Order or Unilateral Change Order, in no event shall the Contractor's updates or "look ahead" schedules alter the dates for Substantial Completion or Final Completion set forth in the Construction Schedule approved by County.

3.9.5 **Governing Schedule.** The governing schedule for the Work shall be the updated Construction Schedule approved by the County. Unless otherwise directed in a writing signed by County, no other schedule shall

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be used or relied upon by the Contractor or its Subcontractors in planning or performing the Work or in connection with any request for a Contract Adjustment to the Contract Time.

3.9.6 **Submittal Schedule.** Within twenty-one (21) Days after the receipt by the Contractor of the Notice of Intent to Award, the Contractor shall prepare and submit, in accordance with the Contract Documents, a Submittal Schedule for the County's approval. The Submittal Schedule shall be coordinated with the Construction Schedule and allow time for review of the Submittals as may be required by the Contract Documents, or if none is required, a reasonable time for such review. Contractor shall keep the Submittal Schedule current and updated in the same manner as required for updating of the Construction Schedule.

3.9.7 **Schedule Responsibility.** Contractor is and shall remain solely responsible, notwithstanding the County's review or approval thereof, for the accuracy, suitability and feasibility of all schedules it prepares for the Project, including, without limitation, the Construction Schedule, Submittal Schedule, "look ahead" schedules, recovery schedules and any updates thereof.

3.9.8 **Condition of Payment.** Compliance by Contractor with the requirements of this Section 3.9 and the other provisions of the Contract Documents pertaining to preparing, submitting, revising and updating the Construction Schedule and Submittal Schedule is a condition to County's obligation to make payment to Contractor. Recognizing that scheduling is a continuing, cumulative and recurring obligation, failure by County or to assert a right to withhold payment under this Paragraph 3.9.8 due to a noncompliance by Contractor with its schedule obligations shall not waive or diminish the County's right to withhold or disapprove of future payments on account of such prior, or any other past or future, noncompliance of the same or similar nature.

3.9.9 **Scheduling by County.** Without limitation to County's other rights under the Contract Documents, if Contractor fails after written notice by County to perform any part of its obligations relating to scheduling, County shall have the right, but not the obligation, to retain one or more schedule consultants to perform, in whole or in part, the Contractor's obligations or supplement the scheduling services provided by Contractor and to reimburse County for the costs of such consultant services by withholding such costs from payments to Contractor.

3.10 DOCUMENTS AT SITE, REPORTING, MEETINGS

3.10.1 Documents at Site

.1 **Contract Documents, Submittals.** Contractor shall at all times while performing Work at the Site maintain, in good order, at the Site: (1) one legible set of the permitted Contract Documents; (2) one legible copy of the current version of the other Contract Documents; (3) one legible and current version of approved Shop Drawings, Product Data, Samples and other Submittals; (4) one approved Storm Water Pollution Prevention Plan (SWPPP); and (5) one copy of all reports prepared pursuant to the Mitigation, Monitoring, and Reporting Program (MMRP) requirements of the California Environmental Quality Act.

.2 **Record Documents.** Contractor shall maintain Record Drawings and Specifications in a satisfactory record condition by posting, on a weekly basis (or, in the case of building or site mechanical, electrical, plumbing or fire sprinkler systems, as soon thereafter as is reasonable and practical), thoroughly and neatly, on the Drawings and Specifications all Changes to the Work and the location of the Work, including, without limitation, the location of portions of the Work shown diagrammatically, as occurs in the actual construction of the Work. The Record Drawings and Specifications and other Record Documents shall be prepared or converted, if requested by County, to electronic form (such as, AutoCAD, Adobe Acrobat or other software satisfactory to County). All Record Drawings and Specifications and other Record Documents shall be deemed the sole property of County and, at the earlier of Final Completion or termination of the Construction Contract, shall be turned over to County. At the time they are so turned over to County, they shall be manually signed by Contractor's superintendent certifying that, to the best of his/her knowledge, they are true and accurate and that the indications thereon represent the actual condition of the Work.

.3 **Availability for Review.** Copies or originals of all documents required to be maintained by Contractor at the Site or required to be submitted to County or the Architect shall be available at all times at the Site while Work is being performed for review by County, Inspector of Record, Architect and Governmental Authorities.

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.4 **Condition of Payment.** Compliance by Contractor with the requirements of this Paragraph 3.10.1 shall be deemed a condition to Contractor's right to payment upon its Applications for Payment.

3.10.2 **Daily Reports.**

.1 **Delivery.** At the end of each Day that Contractor performs the Work on the Site, Contractor shall submit a daily report to County (on the form provided or approved by County) together with applicable delivery tickets for all labor, materials and equipment furnished that Day. If requested by County, daily reports shall be delivered electronically.

.2 **Content.** Daily Reports shall include the following information:

(1) Labor - The names of the workers, and for each such worker his/her classification and hours worked.

(2) Material - A list of the different materials used and for each different material the quantity used.

(3) Equipment - The type of equipment, size, identification number, and hours of operation, including loading and transportation, if applicable.

(4) Inspection and Testing Activities – A list of inspections performed by name of inspector and testing company and the type of inspection, items of the Work involved and a description of the outcome of such inspection or test.

(5) Visitors, Guests, Dignitaries – A list of visitors and guests by name, title, company and purpose of visit.

(6) Areas of the Work – A statement of the areas of the Site on which the Work was performed and a detailed description of the stage, status and progress of the Work in each such area at the beginning and end of the Day.

(7) Accidents, Delays, Defective Work – A description in detail of any injuries to the workers, accidents or delays that occurred or Defective Work that was encountered.

(8) Other Services and Expenditures – A description of other services and expenditures in such detail as County may require.

.3 **Payment.** Timely and complete submission of daily reports by Contractor shall be a condition to Contractor's right to payment under the Construction Contract.

3.10.3 **Progress Meetings.** Contractor shall attend all progress meetings at the Site, at which meetings progress of the Work shall be reported in detail with reference to the then-current updated Construction Schedule approved by the County. Progress meetings shall be held weekly, or at such other time or frequency as County, in its sole and absolute discretion, deems necessary. A representative of each Subcontractor then actively performing Work, or immediately scheduled to become active, shall have a competent and knowledgeable representative present at such progress meeting to report on the condition of the Work of such Subcontractor and to receive relevant information. Meeting notes shall be taken by the County or Architect and distributed to all meeting attendees and all other affected parties.

3.10.4 **Notice Requirements.** Under no circumstances shall information contained in Contractor's daily job reports, monthly reports or job meeting minutes relieve Contractor of its obligations to comply with, serve as a substitute for, nor constitute a waiver by County of its right to insist upon, Contractor's compliance with the provisions of the Contract Documents relative to timely and complete notice to County of Changes, Delays, Claims or other matters for which written notice is required by the Contract Documents.

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3.10.5 **Availability for Review.** Copies or originals of all Record Documents, daily reports, job meeting minutes and other documents required to be maintained or actually maintained by Contractor at the Site or required to be submitted to County or Architect shall be available at the Site for review by County, Architect, Inspectors of Record, County Consultants and Governmental Authorities.

3.11 **SUBMITTALS**

3.11.1 **Not Contract Documents.** Shop Drawings, Product Data, Samples and other Submittals are not Contract Documents. Their purpose is to demonstrate for those portions of the Work for which Submittals are required the way Contractor proposes to conform the Work to the designs and other information in the Contract Documents.

3.11.2 **Coordination with Others.** Contractor shall cooperate in the coordination of Contractor's Shop Drawings, Product Data, Samples and other Submittals with related documents submitted by the Separate Contractors.

3.11.3 **Submission by Contractor.**

.1 **Submission.** All Shop Drawings, Product Data, Samples and other Submittals required by the Contract Documents shall be submitted to Architect for its review and approval, with a copy to County and to such of County's Consultants or Separate Contractors as County may direct in writing. Informational submittals (i.e., Submittals upon which no responsive action is expected) shall be limited to those Submittals so identified in the Contract Documents. Submittals made by Contractor which are not required by the Contract Documents may be returned without action.

.2 **Contractor Approval.** The Contractor shall review, stamp "approved" and submit Contractor's Shop Drawings, Product Data, Samples and other Submittals to the Architect, in accordance with the latest Submittal Schedule approved by the County. The Contractor's approval and submission of Submittals constitutes a representation that the Contractor has determined or verified materials and field measurements and conditions related thereto, and that it has checked and coordinated the information contained within such Submittals with the requirements of the Contract Documents and with the Submittals for related Work. Submittals without evidence thereon of the Contractor's approval shall be returned, without further consideration, for resubmission in accordance with these requirements.

.3 **Transmittal.** All Submittals shall be accompanied by an accurately completed transmittal in the form required by County. With respect to Submittals of documents, the transmittal shall give a list of the numbers of the sheets submitted. All sheets shall be marked with the name of the Project and the name of Contractor shall be numbered consecutively and referenced to the sheets or paragraphs of the Drawings and Specifications affected. A separate transmittal form shall be used for each specific item or class of material or equipment for which a Submittal is required. Transmission of Submittals of various items using a single transmittal form will be permitted only when the items taken together constitute a manufacturer's "package" or are so functionally related that expediency dictates review of the group or package as a whole. Any Submittal not accompanied by such transmittal form, or where all applicable items on the form are not completed, may be returned for re-submittal without review.

.4 **Timing.** Submittals shall be provided within the time frame specified in the Contract Documents, in accordance with the Construction Schedule and Submittal Schedule and at a time sufficiently early to allow review of the same by the Architect without causing Delay to construction progress. Contractor will be responsible to pay, at Contractor's Own Expense, additional services fees and costs incurred by County to the Architect, Inspectors of Record and County Consultants in order to expedite review of Submittals which are not submitted in a timely fashion.

.5 **Content.** Submittals shall consist of the appropriate combination of catalog sheets, material lists, manufacturer's brochures, technical bulletins, specifications, diagrams and product samples, necessary to describe a system, product or item. Submittals shall show in detail the size, sections and dimensions of all members, the arrangement and construction of all connections, joints and other pertinent details, and all holes, straps and other fittings for attaching the Work. When required by the Architect or the Contract Documents, engineering computations shall be submitted.

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.6 **Professional Certifications.** When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, Architect shall be entitled to rely upon the accuracy and completeness of such calculations and certifications.

.7 **Multiple Submittals.** Except where the preparation of a Submittal is dependent upon the approval of a prior Submittal, all Submittals pertaining to the same class or portion of the Work shall be submitted simultaneously.

.8 **Notation of Revisions.** Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or other Submittals, to revisions other than those requested and approved by Architect on previous Submittals.

.9 **Duplicates.** Contractor shall be responsible for delivering duplicates of Submittals to all other persons whose work or services are dependent thereon.

3.11.4 **Review of Submittals.** Review of Submittals by Architect, County or County Consultants is subject to the limitations of Paragraph 4.2.6, below. Contractor shall, notwithstanding any review or approval thereof by County, Architect or a County Consultant, be solely responsible for the content of all Submittals. Without limitation to the foregoing, deviations in Submittals from requirements of the Contract Documents shall remain the sole responsibility of Contractor unless Contractor has specifically informed Architect in writing of such deviation at the time of submission of the Submittal and Architect has given specific written approval thereof.

3.11.5 **Contract Adjustments.** Subject to Contractor's rights and obligations under Article 7, below, revisions indicated on Shop Drawings, Product Data, Samples or other Submittals shall not be considered as a basis for Contract Adjustments.

3.11.6 **Compliance with Contract.** Contractor shall perform no portion of the Work requiring submittal and review of Shop Drawings, Product Data, Samples or other Submittals until the respective Submittal has been returned by the Architect with an indication that it has been reviewed and that the Work addressed by the Submittal may proceed. Such Work shall be in accordance with such Submittals, unless such Submittal indicates that there are corrections to be made. If corrections are indicated to be made then the Work shall be in accordance with the re-submitted and corrected Submittal that is reviewed and returned to the Contractor by the Architect.

3.12 **USE OF SITE**

3.12.1 **Staging Area.** Contractor will be assigned staging space on or adjacent to the Site, and all field offices, materials and equipment shall be kept within this area. Unless otherwise required by the Contract Documents, Contractor shall be responsible for restoring such areas and surrounding areas to the condition they were in prior to Contractor's commencement of the Work.

3.12.2 **Existing Improvements.** During the installation of the Work, Contractor shall ensure that Existing Improvements are adequately protected. Upon Final Completion of the Work, all Existing Improvements not required by the Contract Documents to be demolished as part of the Work that have been damaged by the actions or inactions of Contractor or its Subcontractors shall be restored to the condition they were in prior to Contractor's commencement of the Work.

3.12.3 **Operations at Site.** Contractor shall confine its activity, access and parking at the Site to areas permitted by Applicable Laws and County and shall not unreasonably encumber the Site with materials or equipment. Contractor acknowledges that it is experienced in performing construction within limited and confined areas and spaces such as those that are anticipated to exist on this Project and agrees to assume responsibility, without a Contract Adjustment, to take all special measures (including, without limitation, those related to protection, storage, staging and deliveries) as may be necessary to adapt its performance to the constraints of the Site.

3.12.4 **Coordination.** Contractor shall coordinate Contractor's operations with, and secure the approval of, County before using any portion of the Site.

3.12.5 **Unauthorized Use.** Personnel of Contractor and the Subcontractors shall not occupy, live upon or otherwise make use of the Site during any time that the Work is not being performed at the Site, except as otherwise approved by County.

3.12.6 **Site Security.** Contractor is responsible for the security of the Site and all of the Work, as well as the work of the Separate Contractors or County's own forces that occurs on the Site. Fences, barricades and other perimeter security shall be maintained in good condition and secured with locking devices. Damage to fences, barricades or other perimeter security, regardless of the cause, shall be repaired immediately at Contractor's Own Expense. Graffiti and unauthorized postings shall be removed or painted over so as to maintain a clean and neat appearance. Mobile equipment and operable machinery shall be kept locked or otherwise made inoperable whenever left unattended.

3.12.7 **Persons on Site.** Contractor shall not allow any person, other than the workers on the Project, authorized representatives of a union, or other individuals authorized by County, to come upon any portion of the Site where the Work is being performed. Only authorized personnel will be permitted on the Site. Contractor shall at all times maintain good discipline and order among its employees and the employees of the Subcontractors. Any person in the employ of Contractor or of any Subcontractors whom County may deem, in its sole and absolute discretion, incompetent, unfit, intemperate, troublesome or otherwise undesirable shall be excluded from the Site and shall not again be employed on the Site except with written approval of County and all Losses to Contractor or County associated therewith shall be borne by Contractor at Contractor's Own Expense.

3.12.8 **County Uses and Activities.** Contractor shall, prior to performing the Work at an operating or occupied County facility, become informed and take into specific account the uses by County and others of the Site and Existing Improvements, including, without limitation, business operations, public uses, employee uses, visitor uses, planned functions and ceremonies, and coordinate its planning, staging, scheduling, barricading and other performance of the Work so as to cause the minimum amount of interference or disturbance, whether before or after operating hours.

3.12.9 **Dust, Fumes, Noise.** Contractor shall take preventive measures to minimize, and eliminate wherever reasonably possible, generation of dust, fumes and noise.

3.12.10 **Confinement of Operations.** Contractor shall confine apparatus, the storage of materials and the operations of the workers to limits indicated by Contract Documents or as otherwise directed by County in writing.

3.12.11 **Prohibited Substances.** Contractor shall not permit (1) the possession or use of alcohol or controlled substances on the Site or (2) smoking in other than designated smoking areas approved by County.

3.12.12 **Survey Markers.** Contractor shall not disturb or cover any survey markers, monuments or other devices marking property boundaries or corners. If such markers are covered they shall be uncovered and if disturbed they shall be replaced by Contractor by means of the services of a licensed land surveyor. The costs of such uncovering and replacement shall be at Contractor's Own Expense.

3.12.13 **Drainage, Erosion.** Contractor is responsible for and shall make corrections to changes in patterns of surface water drainage resulting from, and related erosion control made necessary by, the performance of the Work.

3.12.14 **Trenches.** As required by California Labor Code §6705, if the Contract Price exceeds Twenty-Five Thousand Dollars ($25,000) and involves the excavation of any trench or trenches five (5) feet or more in depth, Contractor shall, in advance of commencing excavation, submit to County a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the Shoring Systems Standards established by the Construction Safety Orders of the California Division of Industrial Safety, the plan shall be prepared by a registered civil or structural engineer, employed by Contractor at Contractor's Own Expense. Nothing in this Paragraph 3.12.14 shall be deemed to allow the use of a system less effective than that required by such Construction Safety Orders. No excavation of such trench or trenches shall be commenced until such plan has been approved by County and Architect. Nothing in this Paragraph 3.12.14 shall be construed to impose any liability, including, without limitation, any tort liability, upon the County or upon any of its officers, agents, representatives or employees.

3.13 CUTTING AND PATCHING

Contractor shall be responsible for all cutting, fitting or patching required to complete the Work and to make its parts fit together properly both among themselves and with any Existing Improvements and the work of the Separate Contractors and of County's own forces. In all cases, cutting shall be performed under the supervision of competent mechanics skilled in the applicable trade and openings shall be cut as small as possible to prevent unnecessary damage. Contractor shall not damage or endanger a portion of the Work, Existing Improvements or fully or partially completed construction of County's own forces or of the Separate Contractors by cutting, patching, excavating or otherwise altering such construction. Contractor shall not cut or otherwise alter such Existing Improvements or construction by Separate Contractors or by County's own forces except with the written consent of such Separate Contractors or County, which consent shall not be unreasonably withheld, delayed or conditioned. When asked, Contractor shall not unreasonably withhold from the Separate Contractors or County the Contractor's consent to Separate Contractors' or County's own forces' cutting or other alteration of the Work as required to complete the work of the Separate Contractors or County's own forces.

3.14 UTILITIES AND SANITARY FACILITIES

3.14.1 **Contractor Responsibility.** Except as otherwise required by California Government Code §4215, Contractor shall contact all relevant utility providers and arrange for obtaining all available information, concerning location of subsurface utility lines. Prior to commencement of any digging, Contractor shall make its own investigation, including exploratory excavations, to determine the locations and type of Work which could result in damage to such utilities. In accordance with California Government Code §§4216 et seq., except in an emergency, Contractor shall contact the appropriate regional notification center at least two (2) the working days, but not more than fourteen (14) Days, prior to commencing any excavation, if the excavation will be conducted in an area which is known, or reasonably should be known, to contain sub-service installations, and shall obtain an inquiry identification number from the regional notification center. Contractor shall not assume, unless actual observed surface conditions at the Site indicate otherwise, that utilities are located in the same location as indicated on the as-built records or other information obtained by Contractor. Contractor shall conduct potholing in advance of digging in any areas where there are not apparent surface conditions at the Site indicating the actual location of underground utilities and be at all times vigilant in watching for any conditions encountered, above or below the surface of the ground, that might indicate that underground utilities are at locations other than those indicated by the as-built records or other information obtained by Contractor. Contractor shall perform its digging operations in a slow and meticulous manner so as to avoid wherever reasonably possible damaging existing underground utilities. Contractor shall, at Contractor's Own Expense, make good any Loss to County or others as a result of Contractor's failure to perform any of its obligations under this Paragraph 3.14.1. Nothing stated in this Paragraph 3.14.1 shall be interpreted as requiring Contractor to do subsurface exploration or potholing for the purpose of locating subsurface utilities at the Site prior to the Bid Closing Deadline or as precluding the Contractor from receiving a Contract Adjustment for unknown subsurface utilities constituting Differing Site Conditions that are encountered in the course of performing the Site investigation or potholing required by this Paragraph 3.14.1.

3.14.2 **County Responsibility.** If and to the extent required by California Government Code §4215, County assumes the responsibility for removal, relocation, and protection of those existing main or trunkline utility facilities located at the Site at the time of commencement of the Work that are not identified in the Contract Documents. Provided that Contractor has exercised the Standard of Care in performing the Work in accordance with the Contract Documents, Contractor shall be entitled to a Contract Adjustment for, relocating, repairing or removing any utility facilities not indicated in the Contract Documents with reasonable accuracy, including, without limitation, equipment on the Site necessarily idled thereby. Delays caused by County's or a utility owner's failure to provide for the removal or relocation of such utility facilities shall constitute a Compensable Delay. Nothing herein shall be deemed to require County to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the Site can be inferred from the presence of other visible facilities, such as buildings or meter junction boxes located on or adjacent to the Site.

3.14.3 **Temporary Utilities.** All utilities, including but not limited to electricity, water, gas and telephone, used in performance of the Work (including, without limitation, meters and temporary distribution systems from distribution points to points on Site where a utility is needed and "tap fees") shall be furnished and paid for by Contractor or, if furnished by County, shall be paid for by Contractor at Contractor's Own Expense. Upon Final Completion of the Work, Contractor shall remove all temporary distribution systems. If the Work involves an addition

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to an existing facility, Contractor may, with written permission of County, granted or withheld in County's sole and absolute discretion, use County's existing utilities by making prearranged payments to County for utilities used by Contractor. When it is necessary to interrupt any existing utility service to make connections, a minimum of two (2) working days' advance notice shall be given to County. Interruptions shall be of the shortest possible duration and shall be scheduled during a time of Day that minimizes its impact on the operations of the existing facility. Any Loss to County or Contractor associated with interruption of a utility service as a result of Contractor's breach of, or failure to fully comply with, its obligations under this Paragraph shall be paid for by Contractor at Contractor's Own Expense.

3.14.4 **Sanitary Facilities.** Contractor shall provide sanitary temporary toilet facilities, for the use of all the workers, in no fewer numbers than required by Applicable Laws, plus such additional facilities as may be directed by County. Such facilities shall be maintained in a sanitary condition at all times. Use of existing or permanent toilet facilities shall not be permitted except by written consent of County.

3.15 CLEANING UP

3.15.1 **Contractor Responsibility.** Contractor at all times shall keep the Site free from debris such as waste, rubbish and excess materials and equipment caused by the performance of the Work. At the end of each Day that Work is performed, Contractor shall not leave debris under, in or about the Site but shall promptly dispose of or remove same from the Site. Without limitation to the other clean up requirements of the Contract Documents, upon Final Completion, Contractor shall: (1) clean the interior and exterior of the buildings, including fixtures, equipment, walls, floors, ceilings, roofs, window sills and ledges, horizontal projections and any areas where debris has collected so surfaces are free from foreign material or discoloration; (2) clean and polish all glass, plumbing fixtures, finish hardware and similar finish surfaces and equipment; and (3) remove temporary fencing, barricades, planking, sanitary facilities and similar temporary facilities from the Site.

3.15.2 **Cleanup by County.** If Contractor fails upon 24 hours' notice by County to perform its obligation to clean up, County may arrange to do so, and the cost thereof shall be borne by Contractor at Contractor's Own Expense.

3.16 ACCESS TO THE WORK

3.16.1 **County.** County, Inspectors of Record, Architect and County Consultants, and their representatives, and such other persons as authorized by County, shall at all times have access to the Work, either in preparation or in progress. Contractor shall provide safe and proper facilities for such access so that they and their representatives may perform their functions safely.

3.16.2 **Separate Contractors.** County, using its own forces or those of Separate Contractors, may, at any time during the performance of the Work, enter the Site for the purpose of performing construction or for any other purpose. Contractor shall cooperate with County, County's own forces and Separate Contractors and not interfere with other work being done by them or on their behalf.

3.16.3 **Delivery Routes.** Contractor shall arrange for delivery of material over routes designated by County.

3.17 INTELLECTUAL PROPERTY RIGHTS

Contractor shall pay all royalties and license fees relating to use of Intellectual Property Rights pertaining to Work performed. Contractor shall defend suits or claims for infringement of Intellectual Property Rights and shall defend, indemnify and hold harmless the Indemnitees from Loss on account thereof in accordance with the terms of Section 3.18, below, unless the infringement is due to a particular design, process, product or product of a particular manufacturer that is required by the Contract Documents; provided, however, that if Contractor has information leading it to believe that the use of a particular design, process or product required by the Contract Documents would constitute an infringement of an Intellectual Property Right, then Contractor shall nonetheless be responsible to provide such defense, indemnification and hold harmless if such information is not promptly furnished in writing to County.

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3.18 **INDEMNIFICATION**

3.18.1 **Contractor's Indemnity Obligation.** To the fullest extent permitted by Applicable Laws, Contractor agrees to indemnify, immediately defend at its own expense and hold harmless, County, Board of Supervisors, and each of their respective members, officers, employees, agents, insurers and volunteers ("Indemnitee(s)"), through legal counsel reasonably acceptable to County, from any and all Losses, whether real or alleged, regardless of whether caused in part by such Indemnitee or its agents, servants or independent contractors who are directly responsible to such Indemnitee, arising out of or relating to any of the following:

.1 any act or omission of Contractor or a Subcontractor, of any Tier;

.2 the activities of Contractor or a Subcontractor, of any Tier, on the Site or on other properties related to performance of the Work or the preparation for performance of the Work;

.3 the payment or nonpayment of any Subcontractor, of any Tier, for the Work performed, except where such nonpayment is the result of a breach by County of its payment obligations under the Contract Documents;

.4 the existence or dispersal of any Hazardous Substances or Mold on the Site as a result of the failure of Contractor or a Subcontractor, of any Tier, to comply with its obligations under the Contract Documents;

.5 the violation by Contractor or a Subcontractor, of any Tier, of an obligation under Section 3.17, above, involving infringement of an Intellectual Property Right; or

.6 the violation by Contractor or a Subcontractor, of any Tier, of any Applicable Law, including, without limitation, the violation of any requirement of the State of California General Permit for Storm Water Discharges Associated with Construction Activity and subsequent amendments or orders for construction activities as applicable thereto (including, without limitation, the requirements of a Storm Water Pollution Prevention Plan) or the violation of any applicable requirement of any local or regional Air Quality Management District (AQMD) (including, without limitation, a violation of any of the requirements set forth in the County MOU with AQMD dated January 6, 2004 Agenda Item 3.1 (for projects in the Coachella Valley) or AQMD Rule 403 (for projects west of the Coachella Valley));

PROVIDED, HOWEVER, that nothing contained herein shall be construed as obligating Contractor to indemnify an Indemnitee for Losses resulting from the sole negligence, active negligence or willful misconduct of such Indemnitee or its agents, servants or independent contractors who are directly responsible to such Indemnitee or from a defect in design furnished by such Indemnitee, where such sole negligence, active negligence, willful misconduct or design defect has been determined by agreement of Contractor and that Indemnitee or has been adjudged by the final and binding findings of a court or arbitrator of competent jurisdiction. In instances where the active negligence or willful misconduct of an Indemnitee or its agents, servants or independent contractors who are directly responsible to such Indemnitee or a defect in a design furnished by such an Indemnitee accounts for only a portion or percentage of the Loss involved, the obligation of Contractor will be for that portion or percentage of the Loss not due to such active negligence, willful misconduct or design defect.

3.18.2 **Indemnification of Adjacent Property Owners.** In the event Contractor enters into an agreement with the owners of any adjacent property to enter upon such property for the purpose of performing the Work or other activities incidental to the Work, Contractor shall fully indemnify, defend and hold harmless any person or entity which owns or has any interest in such adjacent property against any Loss resulting from the acts or omissions of the Contractor or its Subcontractors. The form and content of such indemnification agreement shall be approved by County prior to commencement of any Work on or around such property.

3.18.3 **Insurance and Employment Benefits.** The indemnification, defense and hold harmless obligations of Contractor under this Section 3.18, as well as any such obligations stated elsewhere in the Contract Documents: (1) shall not be limited by the amounts or types of insurance (or the deductibles or self-insured retention amounts of such insurance) which any Indemnitee, Contractor or any Subcontractor carries or is required to carry under the terms of the Contract Documents; (2) is independent of and in addition to the Indemnitees' rights under the insurance to be provided by an Indemnitee, Contractor or any Subcontractor; and (3) shall not be limited, in the event of a claim

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against an Indemnitee by an employee of Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, by a limitation on amount or type of damages, compensation or benefits payable by or for Contractor or Subcontractor under any worker's compensation act, disability benefit act or other employee benefit program.

3.18.4 **Subcontractor Indemnity Agreements.** Contractor agrees to obtain or cause to be obtained executed defense and indemnity agreements with provisions identical to those set forth in this Section 3.18 from each and every Subcontractor, of every Tier.

3.18.5 **Implied Indemnity Rights.** Notwithstanding anything stated in this Section 3.18 or elsewhere in the Contract Documents to the contrary, an Indemnitee's right to seek equitable indemnity and contribution from Contractor is in no way diminished, limited or precluded by any agreement by Contractor to provide express contractual indemnity to such Indemnitee. Contractor's obligations under this Section 3.18 shall be deemed to completely eliminate and preclude any right by Contractor to seek contractual or equitable indemnity or contribution from any Indemnitee for any Loss covered by the Contractor's express indemnification obligations under this Section 3.18.

3.18.6 **Obligation to Defend.** The Contractor's obligation to defend under this Section 3.18 includes, without limitation, the obligation to immediately reimburse an Indemnitee for any attorney's fees, court costs (statutory and non-statutory), arbitration and mediation expenses, professional, expert and consultant fees, investigative costs, postage costs, document copying costs, telecopy costs and any and all other costs and expenses associated with defense of such Indemnitee as and when incurred by any Indemnitee in defense of a claim by any third person or entity as a result of Contractor's failure or refusal to comply with its immediate defense obligation to such Indemnitee. Nothing stated in this Section 3.18 or elsewhere in the Contract Documents shall be interpreted as providing or implying that the obligation of Contractor to defend an Indemnitee against an alleged Loss that is within the scope of the Contractor's indemnification obligation under this Section 3.18 or under any other provision of the Contract Documents is to any extent released, excused, limited or relieved by a finding, determination, award or judgment by a court or arbitrator that the alleged Loss was due to circumstances not within the scope of such indemnification obligation.

3.18.7 **Enforcement.** The Indemnitees shall be entitled to recover their attorneys' fees, costs and expert and consultant costs in pursuing or enforcing a right to defense and/or indemnification under this Section 3.18.

3.19 LABOR, WAGES, PAYROLL RECORDS

3.19.1 **Public Work.** This Work is a "public work" as defined in Labor Code §1720 and must be performed in accordance with the requirements of Labor Code §§1720 to 1850 and Title 8 California Code of Regulations §§16000 to 17270, which govern the payment of prevailing wage rates on public works projects.

3.19.2 **Prevailing Wage Rates.** Pursuant to the provisions of Article 2 (commencing at §1770), Chapter 1, Part 7, Division 2 of the Labor Code of California, the Board of Supervisors has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime Work in the locality in which the Work is to be performed for each craft, classification or type of worker needed to execute the Work from the Director of the Department of Industrial Relations. These rates are on file with County and copies will be made available to any interested party on request. Contractor shall post a copy of such wage rates at the Site. The adoption of such wage rates is not a representation that labor can be obtained at these rates. It is the responsibility of Contractor to inform itself as to the local labor conditions. Holiday and overtime Work, when permitted by Applicable Laws, shall be paid for at a rate of at least one and one-half times the adopted rate of per diem wages, unless otherwise specified. Holidays shall be defined in the collective bargaining agreement applicable to each particular craft, classification or type of worker employed.

3.19.3 **Unclassified Workers.** Any worker employed to perform the Work not covered by any classification listed in the general prevailing wage rate of per diem wages determined by the Director of the Department of Industrial Relations shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to the Work to be performed by him/her, and such minimum wage rate shall be retroactive to time of initial employment of such person on the Project in such classification.

3.19.4 **Per Diem Wages.** Contractor shall pay or shall cause to be paid each worker engaged in the Work not less than the general prevailing rate of per diem wages determined by the Director of the Department of Industrial Relations, regardless of any contractual relationship which may be alleged to exist between Contractor or any of the Subcontractors and such workers. Pursuant to California Labor Code §1773.1, per diem wages are deemed to include employer payments for health and welfare, pension, vacation, travel time and subsistence pay.

3.19.5 **Applicable Laws.** Contractor represents and warrants that the Contractor's Bid and the Contract Price includes funds sufficient to allow Contractor to comply with all Applicable Laws governing the labor or services to be provided. Contractor shall defend and indemnify the Indemnitees in accordance with Section 3.18, above, for any violation of any Applicable Law, including but not limited to California Labor Code §2810, and agrees to pay all assessments, including wages and penalties, made against County in relation to such violations.

3.19.6 **Posting at Site.** Contractor shall post at appropriate conspicuous points on the Site the prevailing wage rates of the Department of Industrial Relations in accordance with 8 California Code of Regulations 16100(b).

3.19.7 **Worker Hours.** As provided in Article 3 (commencing at §1810), Chapter 1, Part 7, Division 2 of the California Labor Code, eight (8) hours of labor shall constitute a legal day's work. The standard work day of any worker employed at any time by Contractor or any of the Subcontractors performing the Work, or any part of the Work, shall, except as hereinafter provided, be limited and restricted by Contractor to eight (8) hours per day, between the hours of 6:00 A.M. and 6:00 P.M. (unless otherwise required by Applicable Laws), plus one-half hour unpaid lunch approximately midway through the shift, provided that Contractor or any of the Subcontractors may establish a four day/ten-hour schedule consistent with Applicable Laws pertaining to payment of prevailing wages and the provisions any applicable collective bargaining agreement. A regular-work week shall constitute forty (40) hours during any one week. Notwithstanding the provisions hereinabove set forth, the parties hereto may agree to changes in the work day or the work week as permitted by Applicable Laws, and Contractor and all Subcontractors must pay the appropriate prevailing wage rate for those hours and days worked.

3.19.8 **Overtime.** Overtime work performed by employees of Contractor or any of the Subcontractors shall be compensated according to the applicable general prevailing rate established by the Department of Industrial Relations for holiday and overtime work for each craft, classification or type of worker in the locality in which the Work is to be performed.

3.19.9 **Payroll Records.** It shall be the sole responsibility of Contractor to ensure compliance with the provisions of Applicable Laws and the Contract Documents relating to maintenance and submission of payroll records. Pursuant to the provisions of California Labor Code §1776, Contractor shall keep, and shall cause each Subcontractor performing any portion of the Work to keep, accurate certified payroll records, showing the name, address, social security number, worker classification and straight-time and overtime hours worked each Day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by Contractor in connection with the Work. Certified payroll records must be in the payroll reporting format prescribed by the Division of Labor Standards Enforcement. If there is no work by Contractor or a Subcontractor in a given week, Contractor must keep and submit a certified "Nonperformance" payroll record, indicating "no work" for that week. Contractor shall submit all certified payroll records to County in complete, unredacted form with an original signature on the Statement of Compliance, along with, and as a condition to, its Applications for Payment. Additionally, payroll records shall be available for inspection at all reasonable hours at the principal office of Contractor on the following basis:

.1 a certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his or her authorized representative on request;

.2 a certified copy of all such payroll records shall be made available for inspection or furnished upon request to County, the Division of Labor Standards Enforcement and/or the Division of Apprenticeship Standards of the Department of Industrial Relations or such other person or entity as designated by County;

.3 a certified copy of all such payroll records shall be made available upon request by the public for inspection or the copying thereof, provided that (1) such request is made by the public through either County, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement of the Department of Industrial Relations, (2) such requested payroll records have not previously been provided pursuant to Subparagraph 3.19.9.2,

above, then the requesting individual or entity shall, prior to being provided the records, reimburse the costs of preparation by Contractor, the Subcontractors and the entity through which the request was made, and (3) the public shall not be given access to records at the principal office of Contractor;

.4 Contractor and each Subcontractor shall within ten (10) Days after receipt of a written request file a certified copy of such payroll records with the person or entity that requested the records;

.5 Contractor shall provide, and shall cause each Subcontractor to provide, payroll records as defined in Title 8 California Code of Regulations §16000 to County within ten (10) Days after receipt of written request, at no cost to County;

.6 any copy of such payroll records made available for inspection by, and copies furnished to. the public shall be redacted in a manner so as to prevent disclosure of an individual's name, address, and social security number, except that any copy made available for inspection by, and copies furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. Section 175a) shall be marked or redacted only to prevent disclosure of an individual's name and social security number, and in either event, the name and address of Contractor or the Subcontractor performing the Work shall not be so obliterated; and

.7 any copy made available to an agency included in the Joint Enforcement Strike Force on the Underground Economy established pursuant to Section 329 of the Unemployment Insurance Code and other law enforcement agencies investigating violations of law shall, upon request, be provided nonredacted copies of certified payroll records;

.8 Contractor shall inform County concurrently with the submission of its initial Application for Payment, of the location of such payroll records, including the street address, city and county, and thereafter shall, within five (5) working days, provide a notice of any change of location and address of such payroll records.

3.19.10 **Apprentices.** Contractor acknowledges that, even if performance of the Work involves a dollar amount greater than or a number of working days greater than that specified in California Labor Code §1777.5, it shall be the sole responsibility of Contractor, for all apprentice occupations, to ensure compliance with California Labor Code §1777.5, including, without limitation, the following provisions:

.1 Apprentices of any crafts or trades may be employed and, when required by California Labor Code §1777.5, shall be employed provided they are properly registered in full compliance with the provisions of the California Labor Code.

.2 Every such apprentice shall be paid the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered and shall be employed only at the work of the craft or trade to which he or she is registered.

.3 Only apprentices, as defined in California Labor Code §3077, who are in training under apprenticeship standards and written apprentice agreements under Chapter 4 (commencing at §3070), Division 3 of the California Labor Code, are eligible to be employed at the apprentice wage rate on Public Works. The employment and training of each apprentice shall be in accordance with either: (1) the apprenticeship standards and apprentice agreements under which he or she is training, or (2) the rules and regulations of the California Apprenticeship Council.

.4 Contractor and any of the Subcontractors employing workers in any apprenticeable craft or trade in performing any of the Work shall apply to the applicable joint apprenticeship committee for a certificate approving Contractor or the Subcontractor under the applicable apprenticeship standards and fixing the ratio of apprentices to journeymen employed in performing the Work.

.5 Prior to commencing the Work, Contractor shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the Site of the Work. The information submitted shall include an estimate of journeyman hours to be performed under the Construction Contract, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to County if requested by County.

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.6 The ratio of the Work performed by apprentices to journeymen employed in a particular craft or trade on the Work may be no higher than the ratio stipulated in the apprenticeship standards under which the apprenticeship program operates, where Contractor or the Subcontractor agrees to be bound by those standards, but, except as otherwise provided in this Paragraph, in no case shall the ratio be less than one (1) hour of apprentice work for every five (5) hours of journeyman work. Apprentices may comprise up to thirty percent (30%) of the work force of each particular craft, classification or type of worker employed, unless the applicable joint apprenticeship committee establishes a lower percentage. To the extent possible, fifty percent (50%) of the apprentice work force shall consist of first-year apprentices.

.7 The interpretation and enforcement of California Labor Code §1777.5 shall be in accordance with the rules and procedures of the California Apprenticeship Council.

.8 Contractor and all the Subcontractors shall comply with California Labor Code §1777.6, which forbids certain discriminatory practices in the employment of apprentices.

.9 Contractor shall become fully acquainted with the law regarding apprentices prior to commencement of the Work, paying special attention to California Labor Code §§1777.5, 1777.6, and 1777.7 and Title 8, California Code of Regulations, §§200 et seq. Questions may be directed to the State Division of Apprenticeship Standards, 455 Golden Gate Avenue, San Francisco, California.

3.19.11 **Pre-Construction Meetings, Interviews.** Contractor shall attend any pre-construction meetings held by County to discuss labor requirements. Contractor and the Subcontractors shall allow County, County Consultants and the Department of Industrial Relations, and designated representatives of each, to conduct, at their discretion, interviews of workers at the Site during working hours.

3.19.12 **Penalties for Violations.**

.1 **Prevailing Wage Violations.** Pursuant to California Labor Code §1775, Contractor and any of the Subcontractors shall, as a penalty, pay an amount not to exceed Two Hundred Dollars ($200) for each Day, or portion thereof, for each worker paid less than the prevailing rates, determined by the Director of the Department of Industrial Relations, for the trade or craft in which such worker is employed by Contractor or, except as provided by said §1775, by any of the Subcontractors, of any Tier, for performance of the Work. The amount of this penalty shall be determined by the Labor Commissioner and shall be based on consideration of both: (1) whether the failure of Contractor or the Subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, whether the error was promptly and voluntarily corrected upon being brought to the attention of Contractor or the Subcontractor; and (2) whether Contractor or the Subcontractor has a prior record of failing to meet its prevailing wage obligations. The difference between the amount owed to each worker pursuant to such prevailing wage rates, and the amount paid to each worker for each Day or portion thereof for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by Contractor.

.2 **Working Hour Violations.** Pursuant to Labor Code §1813, Contractor shall pay a penalty of Twenty-Five Dollars ($25) per worker employed in the performance of the Work by Contractor or by any of the Subcontractors for each Day during which such worker is required or permitted to work more than eight (8) hours in any Day and forty (40) hours in any one calendar week in violation of the provisions of Article 3 (commencing at §1810), Chapter 1, Part 7, Division 2 of the California Labor Code.

.3 **Payroll Record Violations.** Pursuant to California Labor Code §1776, Contractor shall in the event of a failure to comply within ten (10) Days with any written notice requesting the records enumerated in subdivision (a) of said §1776, pay a penalty of One Hundred Dollars ($100) for each Day, or portion thereof, for each worker, until Contractor has strictly complied with such request. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

.4 **Apprenticeship Violations.** Pursuant to California Labor Code §1777.7, if Contractor or the Subcontractor is determined by the Chief of the Division of Apprenticeship Standards (the "Chief") to have knowingly committed a first-time violation of California Labor Code §1777.5, Contractor or the Subcontractor shall pay, as a civil penalty, an amount not exceeding One Hundred Dollars ($100) for each full Day of noncompliance, provided that the

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amount of this penalty may be reduced by the Chief if the penalty would be disproportionate to the severity of the violation. In lieu of this penalty, the Chief may, for a first-time violation and with the concurrence of the joint apprenticeship committee, order Contractor or the Subcontractor to provide apprentice employment equivalent to the work hours that would have been provided for apprentices during the period of noncompliance. If such violation by Contractor or the Subcontractor is a second or subsequent violation committed within a three (3) year period from a previous violation of §1777.5, Contractor or the Subcontractor shall pay, as a civil penalty, to County the sum of not more than Three Hundred Dollars ($300) for each full Day of noncompliance. County shall withhold the amount of the civil penalty from contract progress payments then due or to become due. In addition, if Contractor or the Subcontractor is determined to have knowingly committed a serious violation of any provision of §1777.5, the Chief may deny to Contractor or the Subcontractor, and to its responsible officers, the right to bid on or be awarded a contract to perform work as a subcontractor on any subsequent project for County for a period of up to one (1) year for the first violation and for a period of up to three (3) years for a second or subsequent violation.

3.19.13 **Subcontractor Provisions.** Contractor shall include, and shall require the Subcontractors to include, contractual provisions in all contracts they enter into for the performance of the Work requiring compliance with the provisions of this Section 3.19 at no additional cost.

3.19.14 **Condition of Payment.** Compliance by Contractor with the requirements of this Section 3.19 and each of its Paragraphs shall be a condition to Contractor's right to payment under its Applications for Payment. Without limitation to the foregoing, payments to Contractor shall not be made when payroll records are delinquent or inadequate.

3.20 LABOR CODE §2810

3.20.1 **Application.** The provisions of this Section 3.20 apply only if the Contractor has not executed a collective bargaining agreement covering the workers who will be employed to perform the Work.

3.20.2 **Declaration by Contractor.** If a Declaration of Sufficiency of Funds has not been submitted by Contractor as a Post-Award Submittal, then it must be submitted prior to Award. In executing the Construction Contract, Contractor warrants and represents that all of the statements contained in its Declaration of Sufficiency of Funds remain true and correct as of the date of execution of the Construction Contract and may be relied upon by County in determining whether there appears to be sufficient funds in the Contractor's Bid to allow the Contractor to comply with all Applicable Laws governing the labor or services to be provided for the performance of the Work. The truth and accuracy of the statements contained in said Declaration and in this Paragraph 3.20.2 constitute a material part of the Contractor's consideration for, and a material inducement to the County's entering into, the Construction Contract.

3.20.3 **Continuing Duty.** To the extent that any of the information provided in the Declaration of Sufficiency of Funds submitted by Contractor relating to numbers of workers or independent contractors that will be employed or utilized for performance of the Work was or is based upon a best estimate, rather than actual figures or information, then the Contractor assumes the continuing duty to the County to ascertain the actual figures and information requested in the Declaration of Sufficiency of Funds and to provide such actual figures and information to the County in the form of a revised and updated Declaration of Sufficiency of Funds once the actual figures and information become known.

3.21 URBAN RUNOFF AND STORM WATER COMPLIANCE

3.21.1 **Contractor's Responsibility.** If and to the extent storm water permitting, control, mitigation or discharge control is required by Applicable Laws, the Contractor shall: (1) prior to starting any Work at the Site, sign and implement the Storm Water Management Plans or Storm Water Pollution Prevention Plans as previously prepared by the County's Consultant for civil engineering or by others; (2) take all necessary steps to monitor, report, enforce and otherwise implement and comply with the requirements of the Storm Water Permit, Storm Water Management Plans and Storm Water Pollution Prevention Plans and all Applicable Laws pertaining to the elimination or mitigation of storm water pollutant discharge to separate storm sewer systems or other watercourses, including without limitation, applicable requirements of the State Water Resources Control Board, Santa Ana, San Diego, and/or Colorado Region Water Quality Control Boards and municipal storm water management programs; (3) adhere to and implement the Special Provisions for Urban Runoff and Water Pollution Control set forth in the Specifications;

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and (4) ensure that the Work is constructed in conformance with those post-construction best management practices (BMPs) identified within the project-specific Water Quality Management Plan (WQMP).

3.21.2 **Inspections, Reports**. Contractor shall immediately notify the person identified to Contractor as the County's "project manager" for the Project of all inspections by Government Authorities (including, but not limited to, any regional board staff) and, if practicable, arrange for participation by such Governmental Authorities in any other pertinent inspections conducted at the Site. Contractor shall provide to County copies of all reports and monitoring information related to the matters covered by this Section 3.21.

3.21.3 **Violations.** The Contractor recognizes and understands that failure to comply with the requirements of any applicable storm water-related permit issued by the State of California of the United States pursuant to the Clean Water Act (Title 33 U.S.C.§§ 1251 et seq) and/or the Porter Cologne Water Quality Control Act (California Water Code §§13000 et seq.) is a violation of Applicable Laws. Contractor shall be responsible for all Losses and for any liability (including, without limitation, fines, penalties and other administrative liabilities and costs) imposed by Applicable Laws as a result of the Contractor's failure to comply with Applicable Laws, including, without limitation, the requirements of this Section 3.21.

3.21.4 **Condition of Payment.** Compliance by the Contractor with the requirements of this Section 3.21 shall be a condition to the Contractor's right to payment under its Applications for Payment.

3.21.5 **Costs of Compliance.** The Contractor represents and warrants that it has included in it Bid all costs of compliance with the requirements of this Section 3.21.

3.22 SOLID WASTE MANAGEMENT

Contractor shall comply with all provisions of Applicable Laws (including, without limitation, the requirements of the California Public Resources Code, rules and regulations of the California Integrated Waste Management Board and provisions of any Site-specific plans adopted by County) that are applicable to the activities of contractors performing construction or related activities on the Site. Compliance by Contractor with the requirements of this Section 3.22 shall be a condition to Contractor's right to payment under its Applications for Payment.

3.23 CEQA COMPLIANCE

No Work that is subject to California Environmental Quality Act (CEQA) shall proceed by Contractor until Contract Documents satisfying the CEQA process are reviewed and approved by the County. Contractor shall comply with all applicable CEQA requirements. If there is a federal nexus (e.g. a source of federal funding) to the Project, compliance by Contractor with the National Environmental Policy Act (NEPA) will be required in addition to and in conjunction with compliance with requirements of CEQA. The Contractor shall comply with the conditions identified on the Plans and Specifications for compliance with the California Environmental Quality Act, including, without limitation, all requirements pertaining to Mitigation, Monitoring, and Reporting Program (MMRP).

3.24 AQMD COMPLIANCE

Contractor is responsible for full and complete compliance with, as applicable: (1) AQMD Rule 403.1, County Ordinance 742, the County MOU with AQMD dated January 6, 2004 Agenda Item 3.1 (for projects in the Coachella Valley); or (2) AQMD Rule 403 (for projects west of the Coachella Valley). Any fines imposed by AQMD on the County, as well as any other Loss to County, as a result of non-compliance by Contractor with the applicable provisions of the foregoing requirements are the responsibility of Contractor and upon request by County will be paid to County by Contractor or may be withheld by County from amounts due to Contractor under its Applications for Payment.

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ARTICLE 4
CONSTRUCTION ADMINISTRATION

4.1 ARCHITECT

4.1.1 **Scope of Authority.** The Architect shall have the authority to act on behalf of County only as expressly provided in the Contract Documents and subject to such limitations on authority as set forth in Paragraph 4.1.2, below. As clarification of the foregoing, if the Contract Documents provide that the Architect has the right to approve of, consent to or direct that Contractor take or forbear from taking an action, such authority shall be limited to issuing such approval, consent or direction and shall not include, or be interpreted to include, authority to bind County with respect to any of the matters set forth in Paragraph 4.1.2, below. If Contractor's compliance with such approval, consent or direction of the Architect would involve or require authorization by County within the scope of the matters set forth in Paragraph 4.1.2, below, Contractor has the obligation, in addition to complying with the Architect's approval, consent or direction, to take steps in accordance with the Contract Documents to obtain such authorization of County as may be required and failing to do so shall not have any right to recourse or recovery from County on account of Contractor's action taken or Work performed in response to such approval, consent or direction by Architect.

4.1.2 **Limitations on Authority.** Without limitation to the other limitations on the Architect's authority expressed or implied under Paragraph 4.1.1, above, and notwithstanding anything else set forth in the Contract Documents to the contrary, Architect does not have authority to: (1) obligate or commit County to any payment of money; (2) obligate County to any adjustment to the Contract Price or Contract Time; (3) relieve Contractor of any of its obligations under the Contract Documents; (4) approve or order any Work involving Delay or Extra Work; or (5) perform any act, make any decision or give any direction or approval that is described in these General Conditions as an act, decision, direction or approval that is to be performed, made or given by any person or entity other than Architect.

4.1.3 **Work Stoppage.** Architect's authority includes, without limitation, the authority to stop the Work whenever such stoppage may be necessary, in Architect's opinion, for the proper execution of the Work. Any Work that is stopped or disapproved by order of Architect shall be resumed if and when County so directs in writing, with or without the concurrence of the Architect.

4.1.4 **Replacement.** County may, in its sole discretion, substitute another person or entity, or add persons or entities, to perform the functions of Architect or to exercise some or all of the authority of Architect provided for in the Contract Documents.

4.1.5 **County Rights.** All rights and authority conferred upon Architect under the Contract Documents constitute rights that County may, in its sole and absolute discretion, exercise in writing on its own behalf, irrespective of whether the County has ordered the removal, replacement or a change in the authority of the Architect.

4.2 ADMINISTRATION OF THE CONSTRUCTION CONTRACT

4.2.1 **Observations of the Work.** Architect will visit the Site as appropriate to the stage of the Work to observe the Work in progress. Observations shall be for the purpose of ascertaining the progress of the Work and that the character, scope, quality and detail of construction (including workmanship and materials) comply with the Contract Documents, the Architect's directives, approved Submittals and clarifications issued by Architect. Observations shall be separate from any inspections which may be provided by others.

4.2.2 **Means, Methods.** Construction means, methods, techniques, sequences, procedures and safety precautions and programs in connection with the Work are solely the responsibility of Contractor. Neither County nor Architect: (1) has control over or charge of, nor are they responsible for, Contractors or any Subcontractor's construction means, methods, techniques, sequences, procedures, safety precautions or programs in connection with the Work, all of which are, as between Contractor and County, solely Contractor's responsibility; (2) is responsible for Contractor's failure to carry out the Work in accordance with the Contract Documents; or (3) has control over, charge of, or responsibility for acts or omissions of Contractor, the Subcontractors or their agents or employees, or of any other persons performing portions of the Work.

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4.2.3 **Communications by Contractor.** County shall be provided by Contractor with copies of all communications from Contractor or the Subcontractors to Separate Contractors or the Architect. Contractor shall not rely on oral or other non-written communications.

4.2.4 **Review of Applications for Payment.** If requested by County, Architect will review and certify all Applications for Payment by Contractor, including Applications for Payment requesting Progress Payments and Final Payment. In such cases, if the Architect and County do not concur in respect to the amount to be paid to Contractor, County's determination of the amount due will prevail.

4.2.5 **Rejection of the Work.** Architect will have authority to reject Work that does not conform to the Contract Documents and to require additional inspection or testing, in accordance with Article 10, below, whether or not such Work is fabricated, installed or completed. Whenever Architect considers it necessary or advisable for implementation of the intent of the Contract Documents, Architect will have authority to require additional inspection or testing of the Work in accordance with Article 10, below, whether or not such Work is fabricated, installed or completed. Neither Architect's authority to act under this Paragraph 4.2.5 nor a decision made in good faith either to exercise or not to exercise such authority, shall give rise to a duty or responsibility of Architect to Contractor, the Subcontractors, their agents or employees, or other persons performing any of the Work. County shall have the right, notwithstanding a recommendation by the Architect pursuant to this Paragraph 4.2.5 to reject a portion of the Work, to elect to accept the Work rejected by Architect and to direct in writing the manner in which the Work is to be performed and Contractor shall comply therewith.

4.2.6 **Review of Submittals.** Architect and such other County Consultants as Architect or County determines appropriate will review, approve or take other appropriate action upon the Contractor's Submittals. Such review, approval and other action taken in regard to a Submittal is for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents and is not conducted for the purpose of determining the technical accuracy and completeness of the Submittal, checking details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the sole responsibility of Contractor. Actions by Architect and County Consultants in connection with review of a Submittal by Contractor will be taken with such promptness as to cause no unreasonable Delay in the Work of Contractor or in the activities of the Separate Contractors or County, while allowing sufficient time in their judgments to permit adequate review. Whether or not County has identified a particular Submittal for review by Architect or a County Consultant, Contractor shall in all cases submit Submittals sufficiently in advance to allow time to permit adequate review by Architect and other County Consultants. Neither Architect's nor any County Consultant's review of a Submittal shall: (1) relieve Contractor of its obligations under Section 3.11, above; (2) constitute approval of safety precautions or, unless otherwise specifically stated in writing by the Architect or County Consultant at the time such Submittal is returned to Contractor; (3) be construed as an approval of any construction means, methods, techniques, sequences or procedures; and (4) if it involves review or approval of a specific item, be construed as indicating approval of an assembly of which such item is a component.

4.2.7 **Changes.** After consultation with the Architect, County will prepare the Change Orders, Unilateral Change Orders and Construction Change Directives for execution and take appropriate action thereon in accordance with Article 7, below.

4.3 **CLAIMS**

4.3.1 **Submission of Claims.** All Claims by Contractor shall be submitted in accordance with the procedures set forth in this Section 4.3.

4.3.2 **Arising of Claim.**

.1 **Changes.** A Claim by Contractor involving a Contract Adjustment due to a Compensable Change or Deleted Work arises upon issuance of a decision denying, in whole or in part, Contractor's Change Order Request. Such Claim shall be prepared and submitted in accordance with the requirements of this Section 4.3, including, without limitation, Paragraphs 4.3.3 through 4.3.5, below.

.2 **Other Claims.** Claims by Contractor other than those described in Subparagraph 4.3.2.1, above, arise at the time that County receives written notice by Contractor of Contractor's intent to file the Claim. Such

notice of intent shall be given no later than five (5) Days after the Discovery Date relative to such circumstances (even if Contractor has not yet experienced a Loss or Delay due to such circumstances) and shall state the event or condition giving rise to the Claim and its probable effect, if any, upon the Contract Price and Contract Time. **FAILURE BY CONTRACTOR TO SUBMIT A NOTICE OF INTENT TO FILE CLAIM IN ACCORDANCE WITH THIS SUBPARAGRAPH 4.3.2.2 SHALL, IN ACCORDANCE WITH THE PROVISIONS OF SECTION 4.6 OF THE GENERAL CONDITIONS, CONSTITUTE A WAIVER BY CONTRACTOR OF THE RIGHT TO FURTHER RECOURSE OR RECOVERY UPON SUCH CLAIM.**

4.3.3 **Content of Claims.** A Claim must include the following:

.1 a statement that it is a Claim and a request for a decision on the Claim;

.2 a detailed description of the act, error, omission, unforeseen condition, event or other circumstance giving rise to the Claim;

.3 supporting documentation as follows: (1) if the Claim involves a Contract Adjustment due to Compensable Change or Deleted Work, documentation demonstrating that a complete Notice of Change and Change Order Request were timely and properly submitted as required by Article 7, below; (2) if the Claim involves an adjustment to the Contract Time, documentation demonstrating that a complete Notice of Delay and Request for Extension were timely and properly submitted as required by Article 7 and Article 8, below; and (3) if the Claim does not involve a Contract Adjustment on the basis of Compensable Change or Deleted Work, documentation demonstrating that a notice of intent to file the Claim was timely and properly submitted as required by Subparagraph 4.3.2.2, above;

.4 a detailed justification for any remedy or relief sought by the Claim, including, without limitation, all of the following: (1) a detailed cost breakdown in the form required for submittal of Change Order Requests, which complies with the prohibition on "total cost" calculations set forth in Paragraph 7.7.15, below; and (2) job cost records substantiating the actual costs that have been incurred; and

.5 a written certification, signed by a responsible managing officer or principal of Contractor's organization who has the authority to sign contracts on behalf of Contractor and who has personally investigated the matters alleged in the Claim, in the following form:

> "I hereby certify under penalty of perjury that I am a managing officer or principal of (Contractor) and that I have reviewed the Claim presented herewith on Contractor's behalf and/or on behalf of (Subcontractor(s)) and that the following statements are, to the best of my knowledge after diligent inquiry into the circumstances of such Claim, true and correct:
>
> **(i)** the facts alleged in or that form the basis for the Claim are true and accurate;
>
> **(ii)** I do not know of any facts or circumstances, not alleged in the Claim, that by reason of their not being alleged render any fact or statement alleged in the Claim materially misleading;
>
> **(iii)** I have, with respect to any request for money or damages alleged in or that forms the basis for the Claim, reviewed the job cost records (including those maintained by Contractor and by any Subcontractor, of any Tier, that is asserting all or any portion of the Claim) and confirmed with reasonable certainty that the losses or damages alleged to have been suffered by Contractor and/or such Subcontractor were in fact suffered in the amounts and for the reasons alleged in the Claim;

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(iv) I have, with respect to any request for extension of time or claim of delay, disruption, hindrance or interference alleged in or that forms the basis for the Claim, reviewed the job schedules (including those maintained by Contractor and by any Subcontractor, of any Tier, that is asserting all or any portion of the Claim) and confirmed that the delays or disruption alleged to have been suffered by Contractor and/or such Subcontractor were in fact experienced for the durations, in the manner, and with the consequent effects on the time and/or sequence of performance of the Work, as alleged in the Claim; and,

(v) Contractor has not received payment from County for, nor has Contractor previously released County from, any portion of the Claim.

Signature: _____

Name: _____

Title: _____

Company: _____

Date: _____

4.3.4 **Noncompliance.** Failure by Contractor to comply with Paragraph 4.3.3, above, shall give County the right, without obligation, to deny the Claim or return the Claim without any response.

4.3.5 **Submission of Claims.**

.1 **Time for Filing.** All Claims and supporting documentation and certifications required to be submitted by Contractor must be submitted to the County within thirty (30) Days after the Claim arises (as "arises" is defined in Paragraph 4.3.2, above). No Claims by Contractor are permitted after Final Payment.

.2 **Condition Precedent.** Contractor's strict compliance with the requirements of this Section 4.3 as to a Claim shall be considered a condition precedent to Contractor's right to initiate or seek determination of its rights in any legal proceedings with respect to such Claim.

4.3.6 **Response to Claims by Contractor.**

.1 **Claims under $50,000.** Claims by Contractor that are less than Fifty Thousand Dollars ($50,000) shall be responded to by County by issuance of a Good Faith Determination of the Claim in writing within forty-five (45) Days of receipt of the Claim, unless County requests additional information or documentation of the Claim within thirty (30) Days of receipt of the Claim, in which case County shall respond to the Claim after receipt of the further information or documentation by issuing its Good Faith Determination of the Claim within the longer of either (1) fifteen (15) Days, or (2) the period of time taken by Contractor in producing the additional information or documentation.

.2 **Claims over $50,000.** Claims by Contractor that are over Fifty Thousand Dollars ($50,000) shall be responded to by County by issuance of a Good Faith Determination of the Claim in writing within sixty (60) Days of receipt of the Claim, unless County requests additional information or documentation of the Claim within thirty (30) Days of receipt of the Claim, in which case County shall respond to the Claim after receipt of the further information or documentation by issuing its Good Faith Determination within the longer of either (1) thirty (30) Days, or (2) the period of time taken by Contractor in producing the additional information or documentation.

4.3.7 **Meet and Confer.** If Contractor disputes County's Good Faith Determination of a Claim by Contractor, or if County fails to respond within the prescribed time set forth in Paragraph 4.3.6, above, Contractor may

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so notify County, in writing, within fifteen (15) Days of Contractor's receipt of County's Good Faith Determination, or within fifteen (15) Days of County's response due date in the event of a failure to respond, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon demand, County shall schedule a meet and confer conference within thirty (30) Days of such demand for discussion of settlement of the dispute. If either County or Contractor determines that the meet and confer process has not been successful, it shall have the right to declare the meet and confer process closed by written notice to the other party so stating.

4.3.8 **Claims Based on Differing Site Conditions.**

.1 **Contractor Responsibility.** Save and except as hereinafter provided in this Paragraph 4.3.8 for Contract Adjustments due to Differing Site Conditions, Contractor agrees at Contractor's Own Expense to assume the risk and costs of Extra Work and Delay due to concealed or unknown conditions, surface or subsurface, at the Site or in Existing Improvements.

.2 **Differing Site Conditions.** Differing Site Conditions are those conditions at the Site or in Existing Improvements and not otherwise reasonably ascertainable by Contractor in the performance of its obligations under the Contract Documents (including, without limitation, conditions not reasonably ascertainable by Contractor from documents or information described in Paragraph 3.2.1, above, that were provided or available to Contractor for its review prior to the Bid Closing Deadline) that constitute: (1) hazardous materials that constitute hazardous waste, as defined in California Health and Safety Code §25117, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of Applicable Laws; (2) subsurface or concealed conditions at the Site or concealed conditions in Existing Improvements which differ materially from those indicated by the Contract Documents or other information that was either reviewed by Contractor or that Contractor was given the opportunity to review prior to the Bid Closing Deadline; or (3) unknown physical conditions at the Site or concealed conditions in Existing Improvements of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents.

.3 **Notice of Change.** If Contractor encounters conditions it believes constitute Differing Site Conditions, then Contractor shall, before such conditions are disturbed, give Notice of Change as required by Paragraph 7.6.1, below, stating, without limitation, a detailed description and precise location of the conditions encountered.

.4 **Investigation by County.** Upon receipt of notice from Contractor as required by Subparagraph 4.3.8.3, above, County shall promptly investigate Contractor's report of Differing Site Conditions.

.5 **Change Order Request.** If Contractor intends to seek a Contract Adjustment based upon Differing Site Conditions, it shall submit a complete and timely Change Order Request in accordance with Paragraph 7.6.2, below, setting forth its request for a Contract Adjustment.

.6 **Contract Adjustments.** If, following Contractor's compliance with its obligations under this Paragraph 4.3.8, County finds that Differing Site Conditions exist, then, unless the Contractor's right to Contract Adjustment has been waived as pursuant to Paragraph 3.2.3, above, a Contract Adjustment shall be made for the resulting Compensable Change and Compensable Delay, in such amount and duration as County determines by issuance of a Good Faith Determination are reasonable and permitted by these General Conditions.

.7 **WAIVER BY CONTRACTOR.**

FAILURE BY CONTRACTOR TO STRICTLY COMPLY WITH THE REQUIREMENTS OF THIS PARAGRAPH 4.3.8 PERTAINING TO CONTRACT ADJUSTMENT BASED ON A CLAIM FOR DIFFERING SITE CONDITIONS SHALL, IN ACCORDANCE WITH THE PROVISIONS OF SECTION 4.6 OF THE GENERAL CONDITIONS, CONSTITUTE A WAIVER BY CONTRACTOR OF THE RIGHT TO FURTHER RECOURSE OR RECOVERY UPON SUCH CLAIM.

.8 **Final Completion.** No claim by Contractor for additional compensation for Differing Site Conditions shall be allowed if asserted after Final Payment.

4.3.9 **Continuous Work.** Contractor shall, notwithstanding the existence of a Claim by Contractor that is disputed by County, maintain continuous performance, without interruption, suspension or slowing, of the Work and its

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other obligations (1) pending issuance by County of a Good Faith Determination of the Claim and (2) thereafter in compliance with the terms of such Good Faith Determination.

4.4 ATTORNEY'S FEES

If any legal action, arbitration or other legal proceeding is brought in connection with or related to the interpretation, performance or enforcement of the Contract Documents or the performance or nonperformance of the Work, including, but not limited to, an action to rescind the Construction Contract, the prevailing party therein shall be entitled to recover from the other party the prevailing party's actual costs, expenses and attorneys' fees at arbitration, mediation, trial and on appeal. The determination of the "prevailing party" shall be based upon the party who prevails upon the matters actually litigated or arbitrated and shall not be determined solely based on the party receiving a net monetary recovery.

4.5 NOTICE OF THIRD-PARTY CLAIMS

County shall provide notification to Contractor within a reasonable time after receipt of any third-party claim relating to the Construction Contract. County shall be entitled to recover from Contractor its reasonable costs of providing such notification.

4.6 WAIVERS OF RIGHTS BY CONTRACTOR

COUNTY AND CONTRACTOR ACKNOWLEDGE THAT IT IS IN THE INTERESTS OF BOTH PARTIES THAT CHANGES, DELAYS AND CLAIMS BE IDENTIFIED, QUANTIFIED, EVALUATED AND FINALLY RESOLVED PROMPTLY, CONTEMPORANEOUSLY WITH THE CIRCUMSTANCES FROM WHICH THEY ARISE, AND THAT THERE BE CERTAINTY WITH RESPECT TO THE FINALITY OF ANY RESOLUTION OF RELATED DISPUTES. ON THOSE PREMISES, AND IN FURTHER RECOGNITION OF THE FACT THAT IT WOULD BE EXREMEMLY DIFFICULT OR IMPOSSIBLE TO QUANTIFY, DEMONSTRATE OR PROVE THE HARM TO COUNTY IF ANY OF THE FOREGOING PREMISES IS NOT ACHIEVED DUE TO A FAILURE BY CONTRACTOR TO COMPLY WITH THE REQUIREMENTS OF THE CONTRACT DOCUMENTS CONCERNING TIMELY NOTICE OR SUBMISSIONS OF NOTICES AND CLAIMS RELATING TO CHANGES, DELAY AND CONTRACT ADJUSTMENTS, COUNTY AND CONTRACTOR AGREE THAT FAILURE BY CONTRACTOR TO CONFORM TO SUCH REQUIREMENTS OF THE CONTRACT DOCUMENTS SHALL IN AND OF ITSELF CONSTITUTE SUFFICIENT CAUSE AND GROUNDS, WITHOUT THE NECESSITY OF COUNTY DEMONSTRATING ANY ACTUAL HARM OR PREJUDICE, FOR IMPOSING UPON CONTRACTOR A FULL AND UNCONDITIONAL WAIVER BY CONTRACTOR OF ITS RIGHT TO A CONTRACT ADJUSTMENT AND OF ITS RIGHTS AND RECOURSE FOR RECOVERY OF ANY RELATED LOSS BY ANY LEGAL PROCESS OTHERWISE PROVIDED FOR UNDER APPLICABLE LAWS.

4.7 GOOD FAITH DETERMINATIONS

Wherever in the Contract Documents it is provided that the County may or shall make a determination or decision in the exercise of good faith (including, without limitation, provisions for a Good Faith Determination by County), any such determination or decision that the person exercising such right on behalf of County believes in good faith to be a proper exercise of County's rights and to have a reasonable basis in fact, whether or not such determination is in fact proper, reasonable or correct or adjudged to be so, shall be complied with by Contractor without Delay to Contractor's performance of the Work. However, unless the Contract Documents expressly provides otherwise, neither such good faith determination or decision nor Contractor's compliance therewith shall be interpreted as precluding the Contractor from exercising its rights to seek adjudication of its rights in the manner permitted by these General Conditions or Applicable Laws.

4.8 ESCROW BID DOCUMENTS

If the Bidding Documents obligate Contractor to submit Escrow Bid Documents, then submission by Contractor of its Escrow Bid Documents shall constitute a warranty and representation by Contractor that it has no other written documents or electronic files containing any information that Contractor was required to include, but failed to include, as part of its performing such obligation and Contractor agrees it shall have no right to submit for consideration by County, or offer into evidence in legal proceedings, in support of a request for Contract Adjustment or a Claim any such documentation or electronic files that Contractor so failed to include in its Escrow Bid Documents.

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ARTICLE 5
SUBCONTRACTORS

5.1 SUBSTITUTION

5.1.1 **Substitutions Allowed.** There shall be no substitution of or addition to the Subcontractors except as permitted by Chapter 4 (commencing at §4100), Division 2, Part 1 of the California Public Contract Code (the "Act").

5.1.2 **Contractor's Own Expense.** Any increase in the cost or time of performance of the Work resulting from the replacement, substitution or addition of a Subcontractor shall be borne solely by Contractor at Contractor's Own Expense.

5.1.3 **Substantiation of Compliance.** At any time during performance of the Work it shall be the responsibility and burden of Contractor, if requested by County, to present clear and convincing evidence that Contractor is, and all times during the bidding and Award of the Construction Contract was, in full compliance with all of the applicable provisions of the Act. Failure by Contractor to present such evidence when requested shall be deemed a breach of this Section 5.1 and of the Act, thereby entitling County to exercise any or all of its rights and remedies under the Contract Document or Applicable Laws, including, without limitation, the right to cancel the Construction Contract or assess any penalties provided for by the Act.

5.1.4 **Splitting Prohibited.** Any attempt by Contractor to avoid compliance with the Act, such as, but not limited to, by splitting the work of subcontracts with Subcontractors into separate contracts or changes orders so as to not exceed the monetary threshold of the Act applicable to listing of Subcontractors, is strictly prohibited.

5.2 SUBCONTRACTUAL RELATIONS

5.2.1 **Written Agreements.** Contractor shall, by written agreement entered into between the Contractor and Subcontractors no later than twenty (20) Days after Award, require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to Contractor by terms of the Contract Documents and to assume toward Contractor all the obligations and responsibilities which Contractor, by the Contract Documents, assumes toward County and the Architect. Each subcontract agreement shall preserve and protect the rights of County and the Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against Contractor that Contractor, by the Contract Documents, has against County. Contractor shall require each first-Tier Subcontractor to enter into similar agreements with their sub-subcontractors. Copies of applicable portions of the Contract Documents shall be made available by Contractor to the first-Tier Subcontractors and each Subcontractor shall similarly make copies of such Contract Documents available to each Subcontractor of a lower-Tier with which it contracts. Without limitation to the foregoing, each contract that is entered into by a Subcontractor, of any Tier, shall, without limitation, require the Subcontractor:

.1 to perform the Work in accordance with the terms of the Contract Documents;

.2 to assume toward Contractor all the obligations and responsibilities which Contractor assumes toward County by the Contract Documents;

.3 to preserve and protect the rights of County under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights;

.4 to waive all rights (including, without limitation, rights of subrogation) that the Subcontractor or its insurers may have against County and others required by the Contract Documents to be named as additional insureds, for Losses covered by insurance carried by Contractor or County, except for such rights as the Subcontractor may have to the proceeds of such insurance held by County or such other additional insured;

.5 to afford County and entities and agencies designated by County the same rights and remedies afforded to them under the Contract Documents with respect to access to, and the right to audit and copy at

County's cost, all of the Subcontractor's books, records, contracts, correspondence, instructions, drawings, receipts, vouchers, purchase orders, memoranda and other records and documents relating to the Work and requiring the Subcontractor to preserve all such records and other items for a period of ten (10) years after Final Completion;

.6 to recognize the rights of the County under Section 5.3, below, including, without limitation, the County's right to (1) accept assignment of the Subcontractor's agreement, (2) accept assignment of Contractor's rights as obligee under a performance bond furnished by a first-Tier Subcontractor, (3) to retain the Subcontractor pursuant to the terms of its agreement with Contractor to complete the unperformed obligations under its agreement, and, (4) if requested by the County, to require that the Subcontractor execute a written agreement on terms acceptable to the County confirming that the Subcontractor is bound to the County under the terms of its agreement with Contractor;

.7 to submit applications for payment, requests for change orders and extensions of time and claims, and to comply with all other notice and submission requirements of the Contract Documents, sufficiently in advance to allow Contractor time to comply with its obligations under the Contract Documents;

.8 to purchase and maintain insurance in accordance with the requirements of the Contract Documents;

.9 to defend and indemnify the Indemnitees on the same terms as provided in Section 3.18, above;

.10 to comply with the nondiscrimination (Article 16, below) and prevailing wage (Section 3.19, above) provisions of these General Conditions;

.11 limiting the Subcontractor's right to additional compensation or extension of time due to Differing Site Conditions and Design Discrepancies in accordance with the provisions of Section 3.2, above;

.12 to provide for a right of termination for convenience by Contractor that limits the Subcontractor's right to compensation to an allocable share of the subcontract price that corresponds to the percentage of the Work properly performed by the Subcontractor, with no additional sum payable for any other Losses, including, without limitation, prospective damages, lost profits or consequential damages, of any kind; and

.13 to provide that time is of the essence to each of the Subcontractor's obligations.

5.2.2 **Copies.** Contractor shall, upon request by County made at any time, furnish to County true, complete, and executed copies of all contracts with the Subcontractors and amendments, modifications and change orders thereto. Progress payments shall not be made for items of the Work for which County has not received such documents following request therefor by County.

5.2.3 **No Brokering.** Contractor shall not permit any portion of the Work to be contracted to a firm acting as a broker, factor or other entity not actually performing a substantial portion of the Work with its own forces; provided, however, that nothing herein shall be interpreted as precluding the right of a Subcontractor who has agreed to provide all of the materials and labor for a trade to subcontract the labor portion only to a sub-subcontractor.

5.2.4 **Third-Party Rights.** Contractor acknowledges that County is an intended third-party beneficiary to all contracts between Contractor and its first-Tier Subcontractors. Notwithstanding the foregoing or anything else to the contrary in the Contract Documents, there is no intent on the part of County or Contractor to create any rights (including, without limitation, third-party beneficiary rights) in favor of any Subcontractor, of any Tier, against County and nothing contained in the Contract Documents and no course of conduct, act or omission on the part of County shall be construed as creating a direct or indirect contractual right in favor of any Subcontractor, of any Tier, and against County.

5.2.5 **All Subcontractor Tiers.** It is the Contractor's obligation to see to it that all obligations of the Contractor are assumed by (or, "flow down") to the Subcontractors, of every Tier, by the inclusion of contractual provisions requiring each of the Subcontractors, of every Tier, to bind not only themselves but their lower-Tier Subcontractors to the obligations assumed by Contractor under the Contract Documents.

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5.3 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

5.3.1 **Contingent Assignment.** Contractor hereby contingently assigns to County, or to such person or entity as County, in its sole and absolute discretion, designates, all of its interest in subcontracts entered into by Contractor with its first-Tier Subcontractors. If a first-Tier Subcontractor has provided a performance bond, then Contractor's rights under such performance bond are likewise hereby deemed contingently assigned to County or its designee and provision shall be made in the performance bond for surety's consent to such contingent assignment.

5.3.2 **Acceptance by County.** The contingent assignments provided for by this Section 5.3 will be effective only as to those subcontracts and performance bonds which County or its designee accepts in writing. Said acceptance is the sole condition upon which the effectiveness of such assignments are contingent. County or its designee may accept any such assignment at any time during the course of the Work and prior to Final Completion. Such contingent assignments are part of the consideration to County for entering into the Construction Contract with Contractor and may not be withdrawn prior to Final Completion.

5.3.3 **County Obligation.** County's or its designee's sole obligation in the event it accepts a contingent assignment of a subcontract under this Section 5.3 shall be to pay in accordance with the terms of such subcontract for Work performed after written notice of acceptance of such assignment. In the event County directs that such assignment be made to County's designee, then such designee only, and not County, shall be solely liable under such assignment for Work performed after written notice of acceptance of such assignment.

5.4 COMMUNICATIONS BY COUNTY

County shall have the right to communicate, orally or in writing, with the Subcontractors with respect to matters that are related to Contractor's performance of its obligations under the Contract Documents. Nothing herein shall be interpreted as extending to County the right as part of such communications to direct the manner in which any Subcontractor performs the Work. Except as otherwise provided in the Construction Contract or these General Conditions, Contractor shall be provided with a copy of all such communications that are in writing. Such communications shall not create, or be interpreted as creating, any contractual obligation of County to any Subcontractor.

5.5 DOCUMENT AVAILABILITY

Contractor shall make available to each proposed Subcontractor with whom it enters into a contract for performance of any portion of the Work, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound so as to ensure that all matters disclosed thereby are taken into consideration and included in the terms of such contracts and shall identify to such Subcontractor the terms and conditions of the proposed subcontract agreement which may be at variance with the Contract Documents. The Subcontractors shall similarly be required to make copies of applicable portions of such documents available to their respective proposed sub-subcontractors or sub-subconsultants.

5.6 NO LIABILITY OF COUNTY

Nothing set forth in this Article 5, and no action taken by County with respect to review or approval of the Subcontractors or their contracts, shall impose any liability or responsibility upon County nor relieve Contractor of its responsibilities under the Contract Documents or Applicable Laws.

ARTICLE 6
COUNTY'S OWN FORCES AND SEPARATE CONTRACTORS

6.1 COUNTY'S RIGHT TO PERFORM CONSTRUCTION WITH OWN FORCES AND TO AWARD SEPARATE CONTRACTS

6.1.1 **Right of County.** County reserves the right to perform construction or operations related to the Project with County's own forces and to award other contracts to Separate Contractors in connection with other portions of the Project or other construction or operations on the Site.

6.1.2 **Separate Contractors.** Contractor shall ascertain to its own satisfaction the scope of the Project and the nature of any other contracts that have been or may be awarded by County to Separate Contractors in prosecution of the Project. Contractor shall look solely to such Separate Contractors, and County shall not be responsible, for any Losses for which Contractor is not provided a right or recovery by means of a right to Contract Adjustment for Compensable Change or Compensable Delay, that are suffered by Contractor or the Subcontractors, of any Tier, resulting directly or indirectly from the conduct of such work by the Separate Contractors.

6.1.3 **Coordination.** Nothing in the Contract Documents creates or will create any duty on the part of County to coordinate the Work of Contractor with the work of Separate Contractors. Contractor shall, when directed to do so by County, participate with the Separate Contractors and County in reviewing the Separate Contractors' construction schedules. Contractor and Separate Contractors will coordinate all work with the other so as to facilitate the general progress of the Project. Contractor agrees that any recovery of Losses for which Contractor is not provided a right or recovery by means of a right to Contract Adjustment for Compensable Change or Compensable Delay, that are suffered by Contractor due to a failure by a Separate Contractor to coordinate its work with the Work of Contractor will be sought directly against the Separate Contractors as set forth elsewhere in this Article 6.

6.1.4 **Disputes.** Contractor and County agree that Separate Contractors in direct contractual privity with County are third party beneficiaries of the Contract Documents, but only to the extent of claims and causes of action against Contractor arising out of or resulting from Contractor's performance or failure of performance under the Contract Documents or any act or omission of Contractor or the Subcontractors causing Loss to such Separate Contractors. Contractor consents to being sued by Separate Contractors for Losses caused by Contractor or any of the Subcontractors. Contractor hereby waives lack of privity of contract with such Separate Contractors as a defense to such actions.

6.1.5 **Remedy.** If Contractor as a result of the acts or omissions of one or more of the Separate Contractors suffers a Loss that is not compensated by means of a right given to Contractor under the Contract Documents to a Contract Adjustment, then Contractor's sole remedy is to assert a claim or cause of action directly against the Separate Contractor(s) causing the Loss and Contractor hereby releases, acquits, holds harmless and forever discharges County of and from any and all liability for such Loss.

6.2 MUTUAL RESPONSIBILITY

6.2.1 **Use of Site.** Nothing contained in the Contract Documents shall be interpreted as granting Contractor exclusive use or occupancy of the Site. Contractor shall afford County's own forces and the Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities. Contractor shall not Delay the work of the Separate Contractors or County's own forces.

6.2.2 **Adjoining Work.** If part of Contractor's performance of the Work depends for proper execution or results upon construction or operations by County's own forces or Separate Contractors, Contractor shall, prior to proceeding with that portion of the Work, carefully inspect such construction and operations and promptly report in writing to the County apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Contractor will be responsible, at Contractor's Own Expense, for Losses to County resulting from any such discrepancies or defects not reported in accordance with this Paragraph 6.2.1 that were apparent or that should have been apparent to Contractor on careful inspection.

6.2.3 **Damage.** Contractor shall promptly remedy Loss caused by Contractor or its Subcontractors to completed construction or partially completed construction on the Site, or to property of County or the Separate Contractors.

6.2.4 **Disputes.** Contractor shall notify the County in writing within five (5) Days if it believes it has experienced or is experiencing any Delay or Loss due to the activities of County's own forces or the Separate Contractors or in the event of any dispute with County's own forces or a Separate Contractor.

6.2.5 **Settlement of Disputes.** If Contractor or any Subcontractor causes a Loss to a Separate Contractor, then Contractor will promptly settle the matter directly with the Separate Contractor and will defend, indemnify and hold County and the other Indemnitees harmless from any and all effects of such Loss in accordance with the terms of Section 3.18, above.

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6.3 **ALLOCATION OF CLEANUP COSTS**

If a dispute arises among Contractor, the Separate Contractors and/or County as to the responsibility for maintaining the Site and surrounding area free from waste materials and rubbish, County may clean up such waste materials and rubbish and allocate the cost among those responsible as County determines in good faith to be just.

ARTICLE 7
CHANGES IN THE WORK

7.1 **CHANGES**

7.1.1 **General.** County is authorized to make Changes in the Work in accordance with the provisions of this Article 7.

7.1.2 **Contract Adjustments.** Contract Adjustments shall only be permitted as follows: (1) the Contract Price shall only be adjusted by means of a Change Order or Unilateral Change Order for Compensable Change, Deleted Work or Compensable Delay; and (2) the Contract Time shall be adjusted by means of a Change Order or Unilateral Change Order for Excusable Delay, Compensable Delay or Deleted Work. All Contract Adjustments to the Contract Price shall conform, without limitation, to the requirements of this Article 7. All Contract Adjustments to the Contract Time shall conform, without limitation, to the applicable requirements of this Article 7 and Article 8, below.

7.1.3 **Exclusive Rights.** The rights expressly set forth in the Contract Documents for Contract Adjustments constitute Contractor's exclusive rights for additional compensation or extensions of time and are intended to be in lieu of and wholly replace any other such rights and remedies that Contractor has under Applicable Laws for recovery or relief on account of Loss or Delay in connection with performance of the Work, it being the intent of the County and Contractor that if circumstances arise for which the Contract Documents do not provide to Contractor an express right to a Contract Adjustment, then such omission of an express right shall conclusively be deemed to mean that no right to a Contract Adjustment was intended; and, consistent with that intent, no right to a Contract Adjustment on account of such circumstances shall by any means, legal or equitable, of interpretation, construction, inference, implication or application be considered, found or adjudged to exist.

7.1.4 **Written Authorization.** Any Change performed by Contractor pursuant to any direction other than a duly authorized and executed Change Order, Unilateral Change Order or Construction Change Directive shall be at Contractor's Own Expense.

7.1.5 **Prompt Performance.** Subject to the procedures set forth in this Article 7 and elsewhere in the Contract Documents, all Changes shall be performed promptly and without Delay.

7.2 **SIGNATURES AND AUTHORIZATIONS**

7.2.1 **Parties.** A Change Order shall be executed by County and Contractor. A Unilateral Change Order shall be executed by the County. Construction Change Directives shall be executed in accordance with Section 7.5, below.

7.2.2 **Form.** Change Orders, Unilateral Change Orders and Construction Change Directives shall be executed using forms furnished by County or, if requested by County, using forms furnished by Contractor that are approved by County.

7.2.3 **Authorization.**

.1 **Compensable Changes.**

(1) **Assistant CEO/EDA.** A Compensable Change shall be performed by Contractor only if authorized by a Change Order, Unilateral Change Order or Construction Change Directive signed by the Assistant CEO/EDA in accordance with the requirements of this Article 7; provided, however, that Assistant

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CEO/EDA's authority to bind the County to a Contract Adjustment shall be subject to the limitations of Public Contract Code §20142.

(2) **County's Project Manager.** The person identified by County as its "project manager" for the Project shall have the right to exercise the Assistant CEO/EDA's authority under this Paragraph 7.2.3, but only if and to the extent that such authority is expressly given to such project manager in a writing signed by the Assistant CEO/EDA (and not by a designee of the Assistant CEO/EDA).

(3) **Board of Supervisors.** Except as otherwise provided in Subparagraph 7.2.3.1 (4), below, if a Contract Adjustment increasing the Contract Price would exceed the limitations of Public Contract Code §20142, then in addition to written authorization by the Assistant CEO/EDA, such Compensable Change shall be performed only if approved by a vote of the Board of Supervisors in accordance with the requirements of Applicable Laws.

(4) **Disputed Changes.** If a dispute arises between County and Contractor over (a) whether a particular portion of the Work constitutes a Compensable Change or (b) the amount of the Contract Adjustment to which Contractor is entitled on account of a Compensable Change, then, notwithstanding such dispute, the Contractor shall, if ordered to do so in a Construction Change Directive signed by Assistant CEO/EDA, perform the disputed Work without Delay. Such direction by County shall not be interpreted as an agreement or admission by County that the disputed Change constitutes Extra Work or a Compensable Change for which Contractor is entitled to a Contract Adjustment. Compliance by Contractor with such direction shall not be interpreted as a waiver of Contractor's right to a Contract Adjustment if and to the extent that Contractor is entitled to a Contract Adjustment or Claim under the terms of the Contract Documents, including, without limitation, the right of Contractor to recover upon a Claim for the amount of any excess in the event that it is adjudged that the amount of the Contract Adjustment to which Contractor is entitled exceeds the limits of Public Contract Code §20142.

.2 **WRITING OF ESSENCE. IT IS OF THE ESSENCE TO THE CONSTRUCTION CONTRACT BETWEEN CONTRACTOR AND COUNTY THAT ALL CHANGES MUST BE AUTHORIZED IN ADVANCE, IN WRITING, AS REQUIRED BY THIS ARTICLE 7. ACCORDINGLY, NO VERBAL DIRECTIONS, COURSE OF CONDUCT BETWEEN THE PARTIES, EXPRESS OR IMPLIED ACCEPTANCE OF CHANGES OR OF THE WORK, OR CLAIM THAT THE COUNTY HAS BEEN UNJUSTLY ENRICHED (WHETHER OR NOT THERE HAS BEEN SUCH ENRICHMENT) SHALL BE THE BASIS FOR A CONTRACT ADJUSTMENT IF CONTRACTOR HAS NOT OBTAINED ADVANCE WRITTEN AUTHORIZATION IN THE MANNER REQUIRED BY THIS ARTICLE 7.**

7.3 CHANGE ORDERS

7.3.1 **Purpose.** The purpose of a Change Order is to establish the terms of the County's and Contractor's mutual agreement to a Contract Adjustment.

7.3.2 **Content.** A Change Order is a written instrument, prepared by the County, stating:

.1 a Compensable Change or Deleted Work;

.2 a Compensable Delay or Excusable Delay;

.3 the amount of the Contract Adjustment, if any, to the Contract Price; and/or

.4 the extent of the Contract Adjustment, if any, to the Contract Time.

7.4 UNILATERAL CHANGE ORDERS

7.4.1 **Purpose.** The purpose of a Unilateral Change Order is to establish the County's estimate of a disputed Contract Adjustment.

7.4.2 **Good Faith Determination.** The County's determination in a Unilateral Change Order of a Contract Adjustment shall be based upon a Good Faith Determination by County of the Contract Adjustment that is appropriate under the circumstances and consistent with the terms of the Contract Documents.

7.4.3 **Claim by Contractor.** If Contractor disputes any portion of the County's Good Faith Determination of a Contract Adjustment that is set forth in a Unilateral Change Order, Contractor shall file, within thirty (30) Days after issuance of the Unilateral Change Order by County, a Claim pursuant to Section 4.3, above. The amount of the Contract Adjustment requested in the Claim shall not exceed the difference between the amount (either in terms of dollar amount or number of Days) of the Contract Adjustment requested by Contractor and the amount (either in terms of dollar amount or number of Days) of the Contract Adjustment granted in the Unilateral Change Order. Contractor shall have no reserved right, and hereby waives any such right that may exist under Applicable Laws, to seek in such Claim a Contract Adjustment or recovery that is based upon any amount (either in terms of dollar amount or number of Days) that is in excess of such difference.

7.4.4 **WAIVER BY CONTRACTOR.**

FAILURE BY CONTRACTOR TO SUBMIT A CLAIM PURSUANT TO SECTION 4.3, ABOVE, WITHIN THIRTY (30) DAYS AFTER ISSUANCE OF A UNILATERAL CHANGE ORDER BY COUNTY SHALL, IN ACCORDANCE WITH THE PROVISIONS OF SECTION 4.6 OF THE GENERAL CONDITIONS, CONSTITUTE A WAIVER BY CONTRACTOR OF THE RIGHT TO FURTHER RECOURSE OR RECOVERY BASED ON AN ASSERTION THAT THE AMOUNT OF THE CONTRACT ADJUSTMENT ON ACCOUNT OF THE CHANGE OR DELAY DESCRIBED IN SUCH UNILATERAL CHANGE ORDER SHOULD BE DIFFERENT THAN THE AMOUNT OF THE COUNTY'S GOOD FAITH DETERMINATION OF THE CONTRACT ADJUSTMENT AS SET FORTH IN SUCH UNILATERAL CHANGE ORDER.

7.5 **CONSTRUCTION CHANGE DIRECTIVES**

7.5.1 **Purpose.** The purpose of a Construction Change Directive is to: (1) direct the performance of a Change that does not involve a Contract Adjustment; (2) establish a mutually agreed basis for compensation to Contractor for a Compensable Change under circumstances where performance of the Compensable Change needs to proceed in advance of the County performing a full evaluation of the Contractor's rights relative to a Contract Adjustment; or (3) direct performance of Work or a Change with respect to which there exists a dispute or question regarding the terms of a Contract Adjustment.

7.5.2 **No Contract Adjustment.** A Construction Change Directive that directs the performance of Work or a Change that does not involve a Contract Adjustment to the Contract Price or Contract Time may be authorized by either the Assistant CEO/EDA or the County's project manager and shall be promptly performed by Contractor so as to not cause Delay to any other portion of the Work. A Construction Change Directive directing performance of a Change that does not contain any statement indicating that a Contract Adjustment is requested or required shall be conclusively presumed to be a Change that is not a Compensable Chang and no Contract Adjustment increasing the Contract Price or Contract Time will be made on account thereof.

7.5.3 **Agreed Contract Adjustment.** A Construction Change Directive that contains a complete or partial agreement by the County and Contractor with respect to the Contractor's right to, or the amount of, a Contract Adjustment shall be authorized in accordance with, conform to the requirements of and be binding upon County and Contractor as provided for in, this Paragraph 7.5.3.

.1 **Complete Agreement.** Each Construction Change Directive involving a Compensable Change or Deleted Work with respect to which there is complete agreement on the terms of the Contract Adjustment shall comply with the following:

(1) **Statement of Agreement.** A statement shall be included that the County and Contractor are in agreement on all of the terms of the Contract Adjustment related to performance of such Compensable Change and set forth a full description of the terms of the Contract Adjustment, including, without limitation, its effect on the Contract Price and Contract Time.

(2) **Legal Effect.**

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(a) **Upon Contractor.**

THE AGREED TERMS OF THE CONTRACT ADJUSTMENT WITH RESPECT TO WHICH THERE IS A STATEMENT OF FULL AGREEMENT ON THE TERMS OF THE CONTRACT ADJUSTMENT FOR A CHANGE IN THE WORK SHALL BE FINAL AND BINDING UPON CONTRACTOR. ANY RIGHT OR CLAIM BY CONTRACTOR FOR ANY ADDITIONAL COMPENSATION OR EXTENSION OF TIME RELATING DIRECTLY OR INDIRECTLY TO SUCH CHANGE SHALL BE CONCLUSIVELY DEEMED WAIVED BY CONTRACTOR, EVEN IF THE CIRCUMSTANCES GIVING RISE TO SUCH ADDITIONAL COMPENSATION OR EXTENSION OF TIME WERE NOT SUSPECTED BY OR KNOWN TO THE CONTRACTOR AT THE TIME OF EXECUTION OF THE CONSTRUCTION CHANGE DIRECTIVE AND IF SUSPECTED OR KNOWN WOULD HAVE BEEN CONSIDERED BY CONTRACTOR TO HAVE BEEN MATERIAL TO CONTRACTOR'S AGREEMENT TO THE CONTRACT ADJUSTMENT SET FORTH IN THE CONSTRUCTION CHANGE DIRECTIVE.

(b) **Upon County.** In recognition of the fact that Construction Change Directives may be issued under circumstances in which the County may not have had the access to pertinent information required for the County to fully evaluate the circumstances giving rise to the Change, it is agreed that neither the issuance nor execution of, nor any statement contained in, nor any course of conduct in connection with, a Construction Change Directive (including, without limitation, a Construction Change Directive that constitutes a full agreement by County and Contractor on the terms of a Contract Adjustment) shall be interpreted as a waiver, release or settlement of any of County's rights relating to the subject matter of the Construction Change Directive, or as creating or implying any right of Contractor to a Contract Adjustment, if it is found by County upon further investigation that circumstances existed, not known to County at the time of executing the Construction Change Directive, demonstrating that the Contractor was not in fact entitled to a Contract Adjustment or was entitled to a Contract Adjustment on different terms than those agreed to in the Construction Change Directive.

.2 **Partial Agreement.** Each Construction Change Directive involving a Compensable Change or Deleted Work with respect to which there is only agreement on a portion of the terms of a Contract Adjustment shall comply with the following:

(1) **Agreed Terms.** The Construction Change Directive shall state those terms of the Contract Adjustment as to which there is agreement.

(a) **Legal Effect.** Except to the extent of any additional open (i.e., non-agreed) terms stated or reserved in the Construction Change Directive, such agreement shall have the same legal effect set forth in Subparagraph 7.5.3.1 (2), above.

(b) **Time and Materials.** In the event that County and Contractor agree in the Construction Change Directive to the "time and materials" method of calculation set forth in Subparagraph 7.7.1.1 (4), below, but do not agree upon a maximum price, then the total cost to County for the Work covered by the Construction Change Directive shall under no circumstances exceed a price that is reasonable, competitive and fair to County given the amount and type of Work involved and the circumstances under which the Compensable Change is performed.

(2) **Open Terms.** The Construction Change Directive shall state those terms of the Contract Adjustment that are "open" or "disputed"; meaning those terms as to which the County and Contractor did not reach agreement.

(a) **ROM Estimate.** If such open terms involve the amount of the Contract Adjustment to the Contract Price or Contract Time on account of a Compensable Change, then the Construction Change Directive shall also include a Reasonable Order of Magnitude Estimate prepared by Contractor, or prepared by County and acknowledged in writing as accepted by Contractor, of the probable amount of the Contract Adjustment to the Contract Price and Contract Time associated with performance of the Compensable Change.

(b) **Legal Effect.** A Reasonable Order of Magnitude Estimate constitutes neither (i) a guarantee by Contractor that the amount of the Contract Adjustment to the Contract Price or Contract Time that may be associated with the Compensable Change or Deleted Work covered by such Construction Change

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Directive may not exceed the Reasonable Order of Magnitude Estimate nor (ii) authorization or agreement by County to a Contract Adjustment based on the amounts set forth in such Reasonable Order of Magnitude Estimate.

(c) Time and Materials. If County and Contractor state in the Construction Change Directive an agreement that the Contractor is entitled to a Contract Adjustment to the Contract Price on account of a Compensable Change, but do not state therein an agreement upon the method of calculation to be used for the Contract Adjustment from among the optional methods of calculation set forth in Paragraph 7.7.1, below, and if the County nonetheless directs Contractor to perform the Compensable Change pending future agreement on the amount of the Contract Adjustment, then it shall be conclusively presumed that County and Contractor have agreed that such Compensable Change shall be performed and compensated based upon the "time and materials" method of calculation set forth in Subparagraph 7.7.1.1 (4), below, and that the total Contract Adjustment for performance thereof shall under no circumstances exceed a price that is reasonable, competitive and fair to County given the amount and type of Work involved and the circumstances under which the Compensable Change is performed.

7.5.4 **Disputed Contract Adjustment.** Each Construction Change Directive involving a Contract Adjustment with respect to which there is a dispute or partial agreement shall, if Contractor is ordered to do so in a Construction Change Directive signed by the Assistant CEO/EDA, be performed by Contractor without Delay. Except as otherwise provided elsewhere in this Section 7.5, with respect to any open terms as to which the County and Contractor have not reached agreement both County and Contractor shall be deemed to have reserved their respective rights and defenses.

7.5.5 **Other Notices.** With respect to any Contract Adjustment or portion of a Contract Adjustment that is not fully resolved in a Construction Change Directive, neither issuance nor execution of such Construction Change Directive shall be interpreted as relieving Contractor of its obligation to comply with the requirements of these General Conditions relative to timely submission of notices required by the Contract Documents, including, without limitation, Notice of Change, Change Order Request, Notice of Delay or Request for Extension.

7.6 PROCEDURES

7.6.1 Notice of Change.

.1 Submission. Contractor shall submit a written Notice of Change to County if any instruction, request, drawing, specification, action, condition, omission, default or other circumstance occurs that constitutes a Compensable Change, Deleted Work, Compensable Delay or other matter that may involve or require a Contract Adjustment (additive or deductive). Such notice shall be provided prior to commencement of performance of the Work affected and no later than three (3) working days after the Discovery Date of such circumstance.

.2 Form. Notices of Change shall be provided using forms furnished by County or, if requested by County, using forms furnished by Contractor that are approved by County. Failure by County to request or approve a particular form shall not relieve Contractor of its obligation to provide a Notice of Change in a written form that complies with the requirements specified in Subparagraph 7.6.1.3, below.

.3 Content. Each Notice of Change in order to be considered complete shall include:

(1) a general statement of the circumstances giving rise to the Notice of Change (including, without limitation, identification of any related Construction Change Directive);

(2) a Reasonable Order of Magnitude Estimate by Contractor of any related Contract Adjustments (additive and deductive) to the Contract Price; and,

(3) if such circumstances involve a right to adjustment of the Contract Time due to Compensable Delay or Excusable Delay that has not been waived pursuant to Subparagraph 8.2.2.4, below, or Subparagraph 8.2.3.4, below, Contractor shall include, if not previously provided, a complete and timely Notice of Delay.

.4 WAIVER BY CONTRACTOR.

FAILURE BY CONTRACTOR TO PROVIDE A COMPLETE AND TIMELY NOTICE OF CHANGE UNDER CIRCUMSTANCES WHERE A NOTICE OF CHANGE INVOLVING A CHANGE IS REQUIRED BY THIS PARAGRAPH 7.6.1 SHALL, IN ACCORDANCE WITH THE PROVISIONS OF SECTION 4.6 OF THE GENERAL CONDITIONS, CONSTITUTE A WAIVER BY CONTRACTOR OF THE RIGHT TO A CONTRACT ADJUSTMENT ON ACCOUNT OF SUCH CIRCUMSTANCES AND A WAIVER OF ANY RIGHT TO FURTHER RECOURSE OR RECOVERY BY REASON OF OR RELATED TO SUCH CHANGE.

.5 **Deductive Adjustments.** Failure by Contractor to submit a timely or proper Notice of Change under circumstances in which a Notice of Change is required shall in no way affect County's right to any deductive Contract Adjustment on account of such circumstances.

7.6.2 **Change Order Request.**

.1 **Submission.** With respect to any matter that may involve or require a Contract Adjustment (additive or deductive) of the Contract Price, Contractor shall, within fourteen (14) Days after receipt by the County of a Notice of Change pursuant to Paragraph 7.6.1, above, submit to the County a written Change Order Request.

.2 **Form.** Change Order Requests shall be provided using forms furnished by County or, if requested by County, using forms furnished by Contractor that are approved by County. Failure by County to request or approve a particular form shall not relieve Contractor of its obligation to provide a Change Order Request in a written form that complies with the requirements stated in Subparagraph 7.6.2.3, below.

.3 **Content.** Each Change Order Request in order to be considered complete shall include:

(1) a detailed description of the circumstances for the Compensable Change, Deleted Work or Compensable Delay;

(2) a complete, itemized cost breakdown (additive and deductive) of the Allowable Costs that form the basis for the Contractor's request for Contract Adjustment, including: (a) if the pricing is based on time and materials charges, all of Contractor's and each Subcontractor's Allowable Costs (including, without limitation, quantities, hours, unit prices, and rates) and Allowable Markups and (b) if the pricing is in the form of a lump sum price a detailed breakdown of the lump sum price into its component and individual items of Allowable Costs and Allowable Markup; and

(3) if such circumstances involve a right to a Contract Adjustment of the Contract Time due to Compensable Delay or Excusable Delay that has not been waived pursuant to Subparagraph 8.2.2.4, below, or Subparagraph 8.2.3.4, below, Contractor shall include, if not previously provided, a complete and timely Request for Extension.

.4 **WAIVER BY CONTRACTOR.**

FAILURE BY CONTRACTOR TO PROVIDE A COMPLETE AND TIMELY CHANGE ORDER REQUEST UNDER CIRCUMSTANCES WHERE A CHANGE ORDER REQUEST INVOLVING A CHANGE IS REQUIRED BY THIS PARAGRAPH 7.6.2 SHALL, IN ACCORDANCE WITH THE PROVISIONS OF SECTION 4.6 OF THE GENERAL CONDITIONS, CONSTITUTE A WAIVER BY CONTRACTOR OF THE RIGHT TO A CONTRACT ADJUSTMENT ON ACCOUNT OF SUCH CIRCUMSTANCES AND A WAIVER OF ANY RIGHT TO FURTHER RECOURSE OR RECOVERY BY REASON OF OR RELATED TO SUCH CHANGE.

.5 **Deductive Adjustments.** Failure by Contractor to submit a timely or proper Change Order Request under circumstances in which a Change Order Request is required shall in no way affect County's right to any deductive Contract Adjustment on account of such circumstances.

7.6.3 **Formal Notice of Essence.** Contractor recognizes and acknowledges that timely submission of a formal Notice of Change and Change Order Request, whether or not the circumstances of the Change may be known to the County or available to County through other means, is not a mere formality but is of crucial importance to the ability of County to promptly identify, prioritize, evaluate and mitigate the potential effects of Changes. Any form of informal notice, whether verbal or written (including, without limitation, statements in Requests for Information,

statements at regular job meetings or entries on monthly reports, daily logs or job meeting minutes), that does not strictly comply with the formal requirements of Paragraph 7.6.1, above, and Paragraph 7.6.2, above, shall therefore be insufficient.

7.7 **PRICING**

7.7.1 **Basis of Calculation.**

.1 **Changes Not Involving Time.** Contract Adjustments to the Contract Price on account of Compensable Changes or Deleted Work, other than Contract Adjustments to the Contract Price for Compensable Delay, shall be calculated according to one of the following methods:

(1) **Lump Sum.** By mutual acceptance of a lump sum proposal from Contractor based solely on Allowable Costs and Allowable Markups, that is properly itemized and supported by sufficient substantiating data to permit evaluation.

(2) **Unit Prices.** By the unit prices set forth in the Construction Contract or such other unit prices as are subsequently and mutually agreed to in writing between the County and Contractor, with no amount added thereto for Allowable Markups.

(3) **Estimating Guides.** For Compensable Changes with respect to which County elects to make a unilateral and final determination pursuant to Paragraph 7.7.11, below, by the sum of all the following:

(a) **Materials.** The reasonable value of materials and equipment documented as having been actually incorporated into the Work, which reasonable value may be less but shall never be more than Contractor's actual Allowable Costs therefor.

(b) **Labor.** An estimate of the reasonable costs of labor, installation and other services using the lower of the estimated prices for the locale of the Project (or if prices are not reported for the locale of the Project, the estimated prices that are reported for the region in which the Project is located) as reported in following recognized estimating guides: (i) R. S. Means Company, Inc. Building Construction Cost Data, Western Region - Latest Edition, P.O. Box 800 Kingston, MA 02364-800; or (ii) Lee Saylor, Inc. Current Construction Costs - Latest Edition, 9420 Topanga Canyon Boulevard, Woodland Hills, CA 91311.

(c) **Allowable Markup.** The amount that results when the applicable Allowable Markup is applied to the sum of the amounts derived from preceding Clauses (a) and (b) of this Subparagraph 7.7.1.1 (3).

(4) **Time and Materials.**

(a) **Compensable Changes.**

(i) **Contract Adjustment.** With respect to Compensable Changes, if none of the methods provided for in Subparagraphs 7.7.1.1 (1) through 7.7.1.1 (3), above, is applicable, then the additive amount increasing the Contract Price shall be calculated by taking (A) the total of the reasonable expenditures by Contractor and its Subcontractors, documented in the manner required by Paragraph 7.7.2, below, for Allowable Costs that are actually and directly incurred and paid in the performance of the Compensable Change, not to exceed for any Compensable Change a price that is reasonable, competitive and fair to County given the amount and type of Work involved and the circumstances under which the Compensable Change is performed, and (B) adding thereto the amount which results when the applicable Allowable Markups are applied to such total specified in preceding Clause (A) of this Subparagraph 7.7.1.1 (4) (a) (1).

(ii) **T & M/Guaranteed Maximums.** A Contract Adjustment that is calculated pursuant to this Subparagraph 7.7.1.1 (4) shall be subject to a not-to-exceed or guaranteed maximum price if such not-to-exceed or guaranteed maximum price has been mutually agreed upon between County and Contractor.

(iii) **Lump Sum Options.** If Contractor has reason to believe that a lump sum or unit price for a Subcontractor's performance of a portion of Extra Work authorized to be performed on a time and materials basis is available and Contractor has reason to believe such price is lower than the price that would be charged by the Subcontractor pursuant to the foregoing time and materials calculation, then Contractor has an obligation to inform County of that fact (along with the provision to the County of a complete itemized breakdown in accordance with Subparagraph 7.6.2.3(2), above) so as to afford County the opportunity, on a fully informed basis as to the component Allowable Costs and Allowable Markups that comprise such price, to avail itself of such favorable pricing.

(b) **Deleted Work.** With respect to Deleted Work (whether or not the Deleted Work involves a related Compensable Change as described in Paragraph 7.7.8, below), if none of the methods provided for in Subparagraphs 7.7.1.1 (1) through 7.7.1.1 (3), above, is applicable, then, in addition to the reduction, if any, that may be due to Owner pursuant to Subparagraph 8.2.6.2, below, (pertaining to Contract Adjustments shortening the Contract Time due to Deleted Work) and any additional reductions or credits to which County may be entitled under Paragraph 7.7.5, below, the Contract Price shall be reduced by the greater of either:

(i) the value assigned to the Deleted Work in the Schedule of Values attached to the Construction Contract, inclusive of all estimated markups by Contractor and any Subcontractor for overhead and profit set forth in the Schedule of Values (or, if insufficient detailed information on costs, overhead and profit for the Deleted Work is explicitly assigned in the Schedule of Values, as derived from the cost, bidding and/or estimating information that formed the basis for the establishment of the values set forth in such Schedule of Values); or

(ii) a reasonable estimate of the value of the Deleted Work (inclusive of all costs, overhead and profit) as of the date that the Construction Contract was executed by County and Contractor.

.2 **Changes Involving Time.** Contract Adjustments that are based on an extension of the Contract Time for Compensable Delay or a shortening of the Contract Time due to Deleted Work shall be calculated in the manner stated in the provisions of Section 3.3 of the Construction Contract and Article 8, below. Contract Adjustments that are based on an acceleration in performance of the Work that is ordered by County in writing to overcome a Compensable Delay for which the Contractor is entitled to an extension of the Contract Time that has been properly requested and is not granted by County due to a County decision to accelerate rather than extend the Contract Time shall be calculated in the manner stated in the provisions of Article 8, below.

7.7.2 **Time and Materials Documentation.** Without limitation to any other provisions of the Contract Documents, Contractor's right to reimbursement of Allowable Costs incurred by Contractor or Subcontractors in the performance of a Compensable Change for which the Contract Adjustment is calculated pursuant to the time and materials method set forth in Subparagraph 7.7.1.1 (4), above, shall be conditioned on Contractor's compliance with the following conditions with respect to documentation of the Extra Work that is involved in the performance of the Compensable Change:

.1 **Labor.** At the close of each Day on which such Extra Work is performed, Contractor shall submit to County and, if requested, to the Inspector of Record, an Extra Work report, on forms provided by County, that sets forth with respect to each and all of the actual hours spent in performance of the Extra Work on the Day that the Extra Work was performed the following: the names of the workers, their classifications, hours worked and hourly rates. Such forms shall include a written certification by Contractor's project manager or superintendent at the time of submission that the information contained therein is complete and accurate.

.2 **Materials, Equipment.** At the close of each Day on which such Extra Work is performed, Contractor shall submit to County and, if requested, to the Inspector of Record, an Extra Work report, on forms provided by County, that sets forth with respect to each and all of the materials and equipment used or consumed in the performance of the Extra Work on the Day that the Extra Work was performed, the following: a list of the materials and equipment, prices or rates charged, in the case of equipment a description of the type of equipment, identification number, and hours of operation (including loading and transportation), and copies of delivery tickets, invoices or other documentation confirmatory of the foregoing.

.3 **Other Expenditures.** At the close of each Day on which such Extra Work is performed, Contractor shall submit to County and, if requested, to the Inspector of Record, an Extra Work report, on forms provided by County, that sets forth a list of other expenditures constituting Allowable Costs incurred in performance of the Extra Work on the Day that the Extra Work was performed, along with documentation verifying the amounts thereof in such detail as County may require.

.4 **Subsequent Documentation.** Documentation not available on any Day that a portion of the Extra Work is performed shall be submitted as soon as they are available but not later than twenty-one (21) Days after the earlier of the Day of delivery or incorporation of the particular item of Extra Work at the Site.

.5 **Subcontractor Costs.** Extra Work performed by Subcontractors on a time and materials basis shall documented in the same manner as required of Contractor under this Paragraph 7.7.2. If Owner approves of a lump sum price for a Subcontractor's performance of Extra Work, then Contractor shall submit in lieu of the documentation otherwise required by this Subparagraph 7.7.2.5, such documentation as may be requested by Owner confirming the Extra Work performed on any given Day.

.6 **Authentication.** In addition to the foregoing, County may require that Contractor comply with other reasonable requirements pertaining to observation and verification of time and materials work and authentication of time and materials tickets and invoices by persons designated by County for such purpose.

.7 **WAIVER BY CONTRACTOR.**

THE FAILURE OF CONTRACTOR TO SUBMIT AUTHENTICATION OF COSTS IN THE MANNER REQUIRED BY THIS PARAGRAPH 7.7.2 SHALL, IF COUNTY ELECTS IN ITS REASONABLE DISCRETION TO TREAT IT AS SUCH, CONSTITUTE A WAIVER BY CONTRACTOR OF ANY RIGHT TO A CONTRACT ADJUSTMENT FOR THE ALLOWABLE COSTS INCURRED FOR PERFORMANCE OF THAT PORTION OF THE EXTRA WORK FOR WHICH CONTRACTOR HAS FAILED TO PROVIDE SUCH AUTHENTICATION.

7.7.3 **Allowable Costs.** The term "Allowable Costs" (1) means the costs that are listed in this Paragraph 7.7.3 and (2) excludes costs that do not constitute Allowable Costs under Paragraph 7.7.4, below:

.1 **Labor.** Straight-time wages and, if specifically authorized by County in writing, overtime wages for employees employed at the Site, including wages for employees of Subcontractors performing engineering or fabrication detailing at locations other that at the Site. The use of a labor classification which would increase the Allowable Costs for Extra Work will not be permitted unless Contractor establishes the necessity for the use of such labor classification. Overtime wages and salaries shall only constitute an Allowable Cost to the extent permitted by the Contract Documents and only as specifically authorized by County in writing setting forth the amount of overtime anticipated, which amount shall be deemed the maximum amount of overtime reimbursable as an Allowable Cost. As part of the Allowable Costs permitted by this Subparagraph 7.7.3.1, Contractor shall be entitled to be reimbursed wages paid to a "time and materials clerk" employed by Contractor to track and document Compensable Changes that are authorized or permitted to be performed on a time and materials basis pursuant to Subparagraph 7.7.1.1 (4), above, provided that the time expended by such employee is verified by contemporaneously maintained time sheets maintained by such clerk showing the actual time spent tracking and documenting the performance of Compensable Changes separately from other tasks or functions performed by such clerk.

.2 **Benefits.** To the extent based on wages reimbursable under Subparagraph 7.7.3.1, above, net actual employer costs of payroll taxes (FICA, Medicare, SUTA, FUTA), insurance (as adjusted for experience modifiers, premium discounts, dividends, rebates, expense constants, assigned risk pool costs, net cost reductions due to policies with deductibles for self-insured losses, assigned risk rebates, or the like), health and welfare, pension, vacation, apprenticeship funds and benefits required by lawful collective bargaining agreements.

.3 **Materials.** Costs of materials used or consumed in the Work. Such costs for Extra Work shall be at a price that is competitive to the price charged for similar materials delivered within the general vicinity of the Site by other subcontractors, suppliers, manufacturers and distributors. The cost for any such item that is not new shall mean "fair market value" based on the estimated price a reasonable purchaser would pay to purchase the used material at the time it was used or consumed for the Work, which fair market value must be declared by Contractor and approved by County prior to such use or consumption.

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.4 **Taxes.** Sales taxes on the costs of the materials described in Subparagraph 7.7.3.3, above.

.5 **Equipment Rental.** Rental charges for necessary machinery and equipment, exclusive of hand tools, whether rented from Contractor or others. No charge shall be allowed or credit required for items which have a replacement value of One Hundred Dollars ($100) or less. The allowable rental rates shall include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, loading, transportation, repairs and maintenance of any kind, depreciation, storage, insurance and all incidentals. If equipment used for Extra Work is used intermittently and, when not in use, could be returned to its rental source at less expense to County than holding it at the Site, it shall be returned, unless Contractor elects to keep it at the Site at no expense to County. Under no circumstances shall the aggregate rentals chargeable for any item of equipment exceed the following percentages of the fair market value of the item at the time of its first use for the Work, which fair market value must be declared by Contractor and approved by County prior to the first use of such item in or for the Work: (1) if the item is owned by the Contractor or any company affiliated with Contractor, the aggregate rentals shall not exceed 75% of such fair market value; and (2) if the item is not owned by the Contractor or any company affiliated with Contractor, the aggregate rentals shall not exceed 100% of such fair market value. All equipment shall be acceptable to County, in good working condition, and suitable for the purpose for which it is to be used. Manufacturer's ratings and manufacturer's approved modifications shall be used to classify equipment, and it shall be powered by a unit of at least the minimum rating recommended by the manufacturer. The cost of major repairs or overhauls of rented equipment or machinery shall be deemed a cost of business of the lessor of such equipment or machinery and shall not be reimbursable as an Allowable Cost.

.6 **Subcontractors.** Payments made by Contractor to Subcontractors; provided, however, that: (1) such payments are not otherwise precluded from reimbursement by the terms of the Contract Documents; (2) such payments are for Work performed in accordance with the requirements of the Contract Documents; (3) such payments are for amounts properly due and owing by Contractor under the terms of the governing contract between Contractor and such Subcontractor; and (4) in the case of payments for extra work performed by a Subcontractor pursuant to a change order executed between Contractor and a Subcontractor the change order was executed under circumstances in which the Subcontractor was entitled under the terms of its contract with Contractor to receive the amount of additional compensation agreed to in the change order.

.7 **Royalties, Permits.** Costs of royalties and permits.

.8 **Bonds.** Costs of bonds required to be furnished by Contractor (not Subcontractors) under the terms of the Contract Documents; provided, however, that such additional costs chargeable for Extra Work or credited for Deleted Work shall not exceed two percent (2%) of the costs described in Subparagraphs 7.7.3.1 through 7.7.3.7, above.

7.7.4 **Costs Not Allowed.** Allowable Costs shall not include any of the costs associated with any of the following (whether incurred by Contractor or a Subcontractor):

.1 superintendent(s);

.2 assistant superintendent(s);

.3 project engineer(s);

.4 project manager(s);

.5 scheduler(s);

.6 estimator(s);

.7 drafting or detailing (except as otherwise permitted by Paragraph 7.7.3.1, above)

.8 vehicles not dedicated solely to the performance of the Work;

.9 small tools with a replacement value not exceeding One Hundred Dollars ($100);

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.10 office expenses, including staff, materials and supplies;

.11 on-Site and off-Site trailer and storage rental and expenses;

.12 Site fencing not added solely due to the performance of Extra Work;

.13 utilities, including gas, electric, sewer, water, telephone, telefax and copier equipment;

.14 computer and data-processing personnel, equipment and software;

.15 federal, state or local business, income and franchise taxes;

.16 insurance (including, without limitation, general liability, automobile and worker's compensation);

.17 without limitation to Contractor's right to liquidated damages under Section 3.3 of the Construction Contract, Losses, of any kind, incurred by Contractor or a Subcontractor, of any Tier, that arise from or relate to Delay (including Excusable Delay, Compensable Delay or Unexcused Delay) or acceleration to overcome the effects of such Delay; and

.18 costs and expenses of any kind or item not specifically and expressly included in Paragraph 7.7.3, above.

7.7.5 **Allowable Markups.** Allowable Markups consist of the percentages set forth provided for by this Paragraph 7.7.5. Allowable Markups are deemed to cover, without limitation, the following: (1) direct and indirect overhead (including, without limitation, consumables, small tools and cleanup) and profit of the Contractor; (2) direct and indirect overhead (including, without limitation, consumables, small tools and cleanup) and profit of the Subcontractors, of every Tier; and (3) all costs that are not reimbursable to Contractor under Paragraph 7.7.4, above. Subject to the exclusions and limitations set forth in Paragraph 7.7.7, below, or elsewhere in the Contract Documents, Allowable Markups include and are limited to the following:

.1 **Self-Performed Work**

(1) **Compensable Change.** With respect to all or that portion of a Compensable Change involving Self-Performed Work, the Allowable Markup to Contractor shall be not more than five percent (5%), which percentage shall for purposes of calculating the Contract Adjustment be multiplied times the Allowable Costs incurred by Contractor in the performance thereof, including, without limitation, Allowable Costs for materials or equipment purchased by Contractor from a first-Tier Subcontractor that is not an Installation Subcontractor.

(2) **Deleted Work.** With respect to all or that portion of Deleted Work involving Self-Performed Work, County shall be entitled to a credit equal to five percent (5%) of the amount of the credit for the savings to Contractor for the Self-Performed Work as calculated pursuant to Subparagraph 7.7.1.1 (4), (b), above.

.2 **Installation Subcontractors (First-Tier)**

(1) **Compensable Change.** With respect to all or that portion of a Compensable Change that is performed by a first-Tier Installation Subcontractor, the Allowable Markups to the first-Tier Installation Subcontractor and the Contractor shall be as follows:

(a) The Allowable Markup to the first-Tier Installation Subcontractor shall be not more than fifteen percent (15%), which percentage shall for purposes of calculating the Contract Adjustment be multiplied times the Allowable Costs incurred by such first-Tier Installation Subcontractor in the performance of such Compensable Change.

(b) The Allowable Markup to Contractor shall be five percent (5%), which percentage shall for purposes of calculating the Contract Adjustment be multiplied times the sum of (i) the Allowable

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Costs incurred by such first-Tier Subcontractor in the performance of such Compensable Change and (ii) the amount which results when the Allowable Markups thereon that are permitted pursuant to preceding Clause (a) of this Subparagraph 7.7.5.2 (1) are multiplied times such Allowable Costs.

(2) **Deleted Work.** With respect to all or that portion of Deleted Work that was to have been performed by a first-Tier Installation Subcontractor, the Contract Price shall be reduced as provided in Subparagraph 7.7.1.1 (4), (b), above. In addition, a credit shall be due from Contractor of five percent (5%) of the amount of the total credit due pursuant to Subparagraph 7.7.1.1 (4), (b), above.

.3 **Installation Subcontractors (Second-Tier)**

(1) **Compensable Change.** With respect to all or that portion of a Compensable Change that is performed by a second-Tier Installation Subcontractor, the Allowable Markups to such second-Tier Installation Subcontractor, to the first-Tier Installation Subcontractor that is above and in the same vertical contractual line of Tiers with such second-Tier Installation Subcontractor and to the Contractor, shall be as follows:

(a) The Allowable Markup to the second-Tier Installation Subcontractor shall be not more than five percent (5%), which percentage shall for purposes of calculating the Contract Adjustment be multiplied times the Allowable Costs incurred by such second-Tier Installation Subcontractor in the performance of such Compensable Change.

(b) The Allowable Markup to the first-Tier Installation Subcontractor that is above and in the same vertical contractual line of Tiers with such second-Tier Installation Subcontractor shall be not more than fifteen percent (15%), which percentage shall for purposes of calculating the Contract Adjustment be multiplied times the sum of (i) the Allowable Costs incurred by such second-Tier Installation Subcontractor in the performance of such Compensable Change and (ii) the amount which results when the Allowable Markups thereon pursuant to preceding Clause (a) of this Subparagraph 7.7.5.3 (1) are multiplied times such Allowable Costs.

(c) The Allowable Markup to Contractor shall be five percent (5%), which percentage shall for purposes of calculating the Contract Adjustment be multiplied times the sum of (i) the Allowable Costs incurred by the second-Tier Installation Subcontractor in the performance of such Compensable Change and (ii) the amounts which result when the Allowable Markups thereon that are permitted pursuant to Clauses (a) and (b) of this Subparagraph 7.7.5.3 (1) are multiplied times such Allowable Costs.

(2) **Deleted Work.** With respect to all or that portion of Deleted Work that was to have been performed by a second-Tier Installation Subcontractor, the Contract Price shall be reduced as provided in Subparagraph 7.7.1.1 (4), (b), above. In addition, a credit shall be due from Contractor of five percent (5%) of the amount of the total credit due pursuant to Subparagraph 7.7.1.1 (4), (b), above.

.4 **Other Subcontractors.**

(1) **Compensable Changes:** With respect to any other Subcontractor, of any Tier, performing all or a portion of a Compensable Change who is not an Installation Subcontractor or who is an Installation Subcontractor below the second-Tier, the following shall apply:

(a) No markup shall be allowed to such other Subcontractor.

(b) The Subcontractor that is positioned in the Tier immediately above such other Subcontractor shall be entitled to an Allowable Markup of not more than five percent (5%) upon the Allowable Costs incurred by such other Subcontractor in the performance thereof.

(c) No other Allowable Markup by any Subcontractor of any Tier above such other Subcontractor shall be permitted.

(d) Contractor shall be entitled to an Allowable Markup of five percent (5%) of the sum of (i) the Allowable Costs of such other Subcontractor incurred in the performance of such Compensable

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Change and (ii) the amount which results when the Allowable Markup permitted by Clause (b) of this Subparagraph 7.7.5.4 (1) is multiplied times such Allowable Costs.

(2) **Deleted Work**. With respect to all or that portion of Deleted Work that was to have been performed by such other Subcontractor who is not an Installation Subcontractor or who is an Installation Subcontractor below the second-Tier, the Contract Price shall be reduced as provided in Subparagraph 7.7.1.1 (4), (b), above. In addition, a credit shall be due from Contractor of five percent (5%) of the amount of the total credit due pursuant to Subparagraph 7.7.1.1 (4), (b), above.

7.7.6 **Review of Markups.** It is Contractor's responsibility to review information submitted by Subcontractors to ensure that all markups comply with the requirements of the Contract Documents. Payment by the County of markups that exceed Allowable Markups shall not be considered as a waiver by County of the right to require repayment by Contractor of any markup charged that is in excess of Allowable Markups and such excess amounts shall be promptly paid by Contractor to County.

7.7.7 **Exclusions and Limitations.** Allowable Markups are not permitted:

.1 on agreed unit prices;

.2 on materials, products or equipment furnished by County;

.3 on liquidated damages payable to Contractor pursuant to Section 3.3 of the Construction Contract for Compensable Delay;

.4 to a Subcontractor who contracts to perform a Compensable Change that is in fact wholly performed by another Subcontractor (for purposes of this Paragraph 7.7.7, "wholly performed" means that all of the Compensable Change, other than supervision or minor labor or materials, are furnished by such other Subcontractor); or

.5 on any cost or compensation with respect to which the Contract Documents state that there shall be "no Allowable Markup", "no markup for overhead and profit" or words of similar meaning.

7.7.8 **Net Calculations.** If any one Change or collection of Changes in the same or related portions of the Work, or in multiple portions of Work covered by a single bulletin or instruction by County, involve both Compensable Change and Deleted Work, and if the added Allowable Costs resulting from the Compensable Change exceed the reduction calculated in accordance with Subparagraph 7.7.1.1 (4), (b), above, (excluding any Allowable Markup to the Contractor) then the calculation of Allowable Markups to Contractor shall be based on and limited to the resulting net increase in the Allowable Costs.

7.7.9 **Unit Prices.** Unless otherwise stated in the Contract Documents, unit prices stated in the Contract Documents or subsequently agreed upon by County and Contractor shall be deemed to include and encompass all costs of performance, overhead and profit, including, without limitation, all Allowable Costs and Allowable Markups. If the unit price stated in the Contract Documents is based on an estimated quantity established by County in the Construction Contract and the actual quantity of such unit-priced item varies by more than 25% above or below the estimated quantity, an equitable adjustment in the Contract Price shall be made upon demand of either County or Contractor. Such equitable adjustment shall be based solely upon any increase or decrease in Allowable Costs (without any Allowable Markups), due solely to the variation above 125% or below 75% of the estimated quantity.

7.7.10 **Discounts.** For purposes of determining Allowable Costs of a Compensable Change, all trade discounts, rebates, refunds, and returns from the sale of surplus materials and equipment shall accrue and be credited to County, and Contractor shall take all necessary steps to ensure that such discounts, rebates, refunds, and returns are secured.

7.7.11 **Prompt Pricing.** It is fundamental to the County's objective of controlling costs that performance of Compensable Changes on a time and materials basis of compensation and without a not-to-exceed price be curtailed. Contractor recognizes that prompt pricing by Contractor is critical to this objective. Accordingly, in addition to and without limitation on any of the County's other rights or remedies, including, without limitation, its right to enforce a

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waiver under Subparagraph 7.6.2.4, above, it is agreed that if Contractor fails to timely submit a complete Change Order Request in accordance with Paragraph 7.6.2, above, with respect to any circumstance, event or occurrence constituting a Compensable Change then: (1) any Delay to the performance of the Work associated with the performance, delayed performance or nonperformance of such Compensable Change shall be conclusively deemed to be an Unexcused Delay; and (2) the County shall have the option, exercised in its sole discretion, to unilaterally fix and determine the amount of the Contract Adjustment to the Contract Price for such Compensable Change based on the "estimating guide" method set forth in Subparagraph 7.7.1.1 (3), above, which determination shall be conclusively final and binding upon Contractor.

7.7.12 **Final Payment.** No Claim by Contractor for a Contract Adjustment shall be allowed if asserted after Final Payment.

7.7.13 **Full Resolution.** Except as otherwise stated in Paragraph 7.7.14, below, the signing of a Change Order by Contractor and the County shall be conclusively deemed to be a full resolution, settlement and accord and satisfaction with respect to any and all Loss and Delay, whether known or unknown at the time of execution of the Change Order, related to the subject matter of the Change Order, including, without limitation, all rights to recovery of costs, expenses or damages for delay, disruption, hindrance, interference, extended or extraordinary (direct and indirect) overhead, multiplicity of changes, loss of productivity, labor, wage or material cost escalations, inefficiency, legal expenses, consultant costs, interest, lost profits or revenue, bond and insurance costs, changes in taxes and other similar and related Losses. The foregoing provisions of this Paragraph 7.7.13 shall, whether or not they are expressly stated or referenced on the face of a Change Order, be deemed to be part of the terms of the Change Order and shall be deemed to supersede and govern over any other provision contained in any proposal, estimate or other documents attached to or referenced in such Change Order that conflicts with the provisions of this Paragraph 7.7.13. **ANY RIGHT OR CLAIM BY CONTRACTOR FOR ANY ADDITIONAL COMPENSATION OR EXTENSION OF TIME RELATING DIRECTLY OR INDIRECTLY TO A COMPENSABLE CHANGE DESCRIBED IN A FULLY EXECUTED CHANGE ORDER SHALL BE CONCLUSIVELY DEEMED WAIVED BY CONTRACTOR, EVEN IF THE CIRCUMSTANCES GIVING RISE TO SUCH ADDITIONAL COMPENSATION OR EXTENSION OF TIME WERE NOT SUSPECTED BY OR KNOWN TO THE CONTRACTOR AT THE TIME OF EXECUTION OF THE CONSTRUCTION CHANGE DIRECTIVE AND IF SUSPECTED OR KNOWN WOULD HAVE BEEN CONSIDERED BY CONTRACTOR TO HAVE BEEN MATERIAL TO CONTRACTOR'S AGREEMENT TO THE CONTRACT ADJUSTMENT SET FORTH IN THE CHANGE ORDER.**

7.7.14 **Reserved Rights.** Change Orders shall be executed by Contractor without any express reservation of rights by Contractor to reserve for the future the assertion of any right of recovery from the County for Loss or Delay arising out of or relating to the subject matter of the Change Order. Execution of a Change Order, Unilateral Change Order or Construction Change Directive shall not be interpreted as a waiver, release or settlement of any rights or claims that the County may have for any of the following: (1) Defective Work; (2) liquidated damages or actual Losses for Delay; or (3) recoupment by County (by way of withholding of funds, set off or recovery from Contractor) of amounts paid by County for costs or markups on costs that the County discovers, following payment of such amounts to Contractor, do not constitute proper charges to County, or that constitute charges that are not properly substantiated, under the terms of the Contract Documents.

7.7.15 **No "Total Cost" Calculations.** Contractor represents and warrants that it has the ability to generate and maintain complete and accurate cost accounting records that, if required, will reflect the actual costs of the Work incurred or avoided for multiple Compensable Changes and, on an event-by-event basis, the effect of multiple and concurrently occurring or caused Compensable Delays on the progress of the Work. Accordingly, Contractor agrees that all Change Order Requests and Claims shall be itemized in a manner that, with reasonable mathematical certainty and without reliance upon probabilities or inferences, segregates on a discrete, event-by-event basis the direct, actual Allowable Costs associated with each individual Compensable Change or Compensable Delay. Unless otherwise agreed to by County in writing in the exercise of its sole discretion, Change Order Requests and Claims shall not be based, in whole or in part, upon any methodology (such as "total cost" or "modified total cost" methodologies) that purports to establish Contractor's entitlement to additional compensation inferentially based, solely or principally, on the difference between Contractor's total costs for the Work or a portion of the Work and its original Bid.

7.7.16 **Multiple Changes.** The County reserves the absolute right to make whatever Changes, including, without limitation, Compensable Changes or Deleted Work, that it determines, in its sole discretion, are necessary or

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otherwise desirable. Under no circumstances shall the individual or cumulative number, value or scope of such Changes, or their individual and cumulative impact on the Work, become a basis for Contractor to assert any claim for breach of contract, abandonment, rescission, termination, cardinal change or reformation of the Construction Contract, nor shall such circumstances be the basis for Contractor, or any of the Subcontractors, of any Tier, to assert a right of recovery of any Loss if such right is not permitted by, or is in excess of that allowed under, the Contract Documents.

7.7.17 **Continuous Performance.** Subject to Contractor's rights under Section 15.4, below, no dispute or disagreement with respect to any Changes or Delay, including, without limitation, disputes over Contractor's right to or the terms of a Contract Adjustment, shall relieve or excuse Contractor from the obligation to proceed with and maintain continuous, expeditious and uninterrupted performance of the Work, including performance of any disputed Changes.

ARTICLE 8
CONTRACT TIME

8.1 COMMENCEMENT AND COMPLETION

8.1.1 **Date of Commencement.** The Date of Commencement shall not be postponed by the failure of Contractor or of persons or entities for whom Contractor is responsible to perform an obligation. Contractor shall not knowingly, except by agreement or instruction of the County in writing, commence operations on the Site or elsewhere prior to receipt of a Notice to Proceed. Contractor shall not commence any Work at the Site prior to its obtaining the insurance required by Article 11, below, and the Performance Bond and Payment Bond required by Article 12, below, and the Date of Commencement of the Work shall not be changed by the effective date of such insurance or bonds.

8.1.2 **Substantial, Final Completion.** Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion and Final Completion within the Contract Time, as adjusted for extensions of time duly permitted, authorized and noticed pursuant to Section 8.2, below.

8.1.3 **Adjustments to Contract Time.** Subject to the limitations set forth in this Article 8 and elsewhere in the Contract Documents, the Contract Time shall be extended for Compensable Delays and Excusable Delays and shall, where appropriate, be shortened for Deleted Work.

8.1.4 **Early Completion.** Nothing stated in these General Conditions or elsewhere in the Contract Documents shall be interpreted as creating any contractual right, express or implied, on the part of Contractor to finish the Work earlier than the Contract Time. Contractor has included in its Contract Price the costs of all Contractor's and its Subcontractors' direct and indirect overhead, including but not limited to all staff, temporary facilities, temporary utilities and home office overhead for the entire duration of the Contract Time. These costs have been included in the Contract Price notwithstanding Contractor's anticipation of possibly completing the Work in fewer Days than established by the Contract Time. Under no circumstances (including, without limitation, circumstances in which the County has approved in writing of Contractor completing early) shall the County be liable to Contractor for any Losses, of any kind, due to the inability of Contractor to complete the Work earlier than the Contract Time, regardless of the cause, including, without limitation, Delays due to acts or omissions (intentional or negligent) of the County, Inspectors of Record, County Consultants, Separate Contractors or others. If the Contractor anticipates completing early, it must obtain in advance County's approval in writing of such early completion. Approval by County of such early completion may be granted or withheld in the County's sole and absolute discretion.

8.2 DELAYS AND EXTENSIONS OF TIME

8.2.1 **Adjustments to Contract Time**

.1 **Extensions.** Provided that Contractor has complied with the provisions of this Section 8.2 (including, without limitation, the requirements pertaining to timely delivery of a Notice of Delay and Request for Extension), if, as a result of Excusable Delay or Compensable Delay to the actual, as-built critical path of activities leading to achievement of Substantial Completion, Contractor is unable to achieve Substantial Completion within the Contract Time for Substantial Completion, then the Contract Time for Substantial Completion and Final Completion

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shall be extended, either by Change Order or Unilateral Change Order, for the length of the proven, resulting Delay to Contractor's ability to so complete the Work. The Contract Time shall not be adjusted for Unexcused Delays.

.2 **Shortening.** Contractor shall within ten (10) Days after receiving notice of Deleted Work prepare and deliver to County a Time Impact Analysis of the impact of the Deleted Work upon the critical path to determine if the Contract Time should be shortened thereby and if so the duration of the shortening. If the County and Contractor are unable to agree upon the duration of the shortening, then County shall make a Good Faith Determination of the reasonable amount of time that the Contract Time shall be shortened on account of such Deleted Work.

.3 **Prescribed Calculations.**

(1) **Work Day Lost Calculations.** Contractor may claim an Excusable Delay or a Compensable Delay for a full Day only if all Work on a critical path activity is stopped for more than six (6) hours of a normal eight (8) hour Work Day and for a half-Day only if all Work on a critical path activity is stopped for three (3) to six (6) hours of such a normal Work Day. No Excusable Delay or Compensable Delay may be claimed if all Work on a critical path activity is stopped for less than three (3) hours of such a normal work Day. Similarly, where Deleted Work results in the projected avoidance of the need to perform more than six (6), or between three (3) and six (6) hours of all Work on a critical path activity on such a normal work day, the Contract Time shall be contracted by a full Day or half Day, respectively.

(2) **Dry Out Time Calculations**. Contract Adjustments to the Contract Time that are based upon unusual precipitation that is an Act of God as defined in Paragraph 1.1.2, above, shall include, in addition to the number of Days of Excusable Delay to which Contractor is entitled due to a cessation of Work that occurs at the Site while the unusual precipitation is occurring, an additional extension for the Delay to the critical path of activities affecting Substantial Completion that is the result of Contractor being unable, after cessation of the unusual precipitation at the Site, to proceed with performance of Work due to wet or muddy conditions at the Site (hereinafter referred to as "dry out" time); provided, however, that the amount of dry out time for which Contractor is entitled to an extension of time in any given calendar month shall not exceed the number of Days that is the product derived by multiplying (a) the number of Days of Excusable Delay to which Contractor is entitled due to a cessation of Work that occurs at the Site while such unusual precipitation is occurring, by (b) a fraction, the (i) numerator of which is the number of Days of Excusable Delay due to measurable unusual precipitation occurring at the Site during such calendar month that constitutes an Act of God as defined in Paragraph 1.1.2, above, and (ii) the denominator of which is the total number of Days of measurable precipitation occurring at the Site during said calendar month (including both the number of Days comprising the normal, 10-year monthly average of measurable precipitation recorded by NOAA and the excess, or unusual precipitation that constitutes an Act of God as defined in Paragraph 1.1.2, above).

8.2.2 **Notice of Delay.**

.1 **Submission.** Contractor shall submit written Notice of Delay to County if any instruction, request, drawing, specification, action, condition, omission, default or other circumstance occurs that constitutes an Excusable Delay or Compensable Delay or other matter that may involve or require a Contract Adjustment extending the Contract Time. Such notice shall be provided prior to performance of the Work affected or involved and no later than seven (7) Days after the Discovery Date of such circumstance.

.2 **Form.** Notices of Delay shall be provided using forms furnished by County or, if requested by County, using forms furnished by Contractor that are approved by County. Failure by County to request or approve a particular form shall not relieve Contractor of its obligation to provide Notice of Delay in a written form that complies with the requirements of this Paragraph 8.2.2.

.3 **Content.** Each Notice of Delay in order to be considered complete shall include:

(1) a general statement of the circumstances giving rise to the Notice of Delay (including, without limitation, identification of any related Construction Change Directive);

(2) a Reasonable Order of Magnitude Estimate by Contractor of any related Contract Adjustments extending the Contract Time; and

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(3) if such circumstances involve a right to a Contract Adjustment to the Contract Price for Compensable Change that has not been waived by Contractor, Contractor shall include, if not previously provided, a complete and timely Notice of Change.

.4 **WAIVER BY CONTRACTOR.**

FAILURE BY CONTRACTOR TO PROVIDE A COMPLETE AND TIMELY NOTICE OF DELAY UNDER CIRCUMSTANCES WHERE A NOTICE OF DELAY INVOLVING A DELAY IS REQUIRED BY THIS PARAGRAPH 8.2.2 SHALL, IN ACCORDANCE WITH THE PROVISIONS OF SECTION 4.6 OF THE GENERAL CONDITIONS, CONSTITUTE A WAIVER BY CONTRACTOR OF THE RIGHT TO A CONTRACT ADJUSTMENT ON ACCOUNT OF SUCH CIRCUMSTANCES AND A WAIVER OF ANY RIGHT TO FURTHER RECOURSE OR RECOVERY BY REASON OF OR RELATED TO SUCH DELAY.

.5 **No County Notice.** Failure by Contractor to submit a timely or proper Notice of Delay under circumstances in which a Notice of Delay is required shall in no way affect County's right to a Contract Adjustment shortening the Contract Time on account of such circumstances.

8.2.3 **Request for Extension.**

.1 **Submission.** With respect to any matter that may involve or require an adjustment extending the Contract Time, Contractor shall, within fourteen (14) Days after receipt by County of a Notice of Delay pursuant to Paragraph 8.2.2, above, submit to County a written Request for Extension.

.2 **Form.** Requests for Extension shall be provided using forms furnished by County or, if requested by County, using forms furnished by Contractor that are approved by County. Failure by County to request or approve a particular form shall not relieve Contractor of its obligation to provide Requests for Extension in a written form that complies with the requirements of this Paragraph 8.2.3.

.3 **Content.** Each Request for Extension in order to be considered complete shall include:

(1) a detailed description of the circumstances giving rise to the request for Contract Adjustment to the Contract Time and a Time Impact Analysis (a Request for Extension that seeks an extension for more than one Delay shall be supported by a separate Time Impact Analysis for each separate Delay); and

(2) if such circumstances involve a right to a Contract Adjustment of the Contract Price on account of Compensable Change that has not been waived by Contractor, Contractor shall include, if not previously provided, a complete and timely Change Order Request.

.4 **WAIVER BY CONTRACTOR.**

FAILURE BY CONTRACTOR TO PROVIDE A COMPLETE AND TIMELY REQUEST FOR EXTENSION UNDER CIRCUMSTANCES WHERE A REQUEST FOR EXTENSION INVOLVING A DELAY IS REQUIRED BY THIS PARAGRAPH 8.2.3 SHALL, IN ACCORDANCE WITH THE PROVISIONS OF SECTION 4.6 OF THE GENERAL CONDITIONS, CONSTITUTE A WAIVER BY CONTRACTOR OF THE RIGHT TO A CONTRACT ADJUSTMENT ON ACCOUNT OF SUCH CIRCUMSTANCES AND A WAIVER OF ANY RIGHT TO FURTHER RECOURSE OR RECOVERY BY REASON OF OR RELATED TO SUCH DELAY.

.5 **Adjustments Shortening Time.** Failure by Contractor to submit a timely or proper Request for Extension under circumstances in which a Request for Extension is required shall in no way affect County's right to a Contract Adjustment shortening the Contract Time on account of such circumstances.

8.2.4 **Response by County.** After receipt of a timely and complete Request for Extension, County shall investigate the facts concerning the cause and extent of such Delay and, depending on whether the Request for Extension is justified, will notify Contractor of its approval or disapproval of all or a portion of Contractor's request. Extensions of time approved by County shall apply only to that portion of the Work affected by the Delay, and shall not apply to other portions of Work not so affected.

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8.2.5 **Formal Notice of Essence.** Contractor recognizes and acknowledges that timely submission of a formal Notice of Delay and a formal Request for Extension, whether or not the circumstances of a Delay may be known to County or available to County through other means, are not mere formalities but are of crucial importance to the ability of County to promptly identify, prioritize, evaluate and mitigate the potential effects of Delay. Any forms of informal notice, whether verbal or written (including, without limitation, statements at regular job meetings or entries in monthly reports, daily logs, job meeting minutes, updated Construction Schedules or look-ahead schedules), that do not strictly comply with the formal requirements of Paragraph 8.2.2, above, and Paragraph 8.2.3, above, shall accordingly be deemed insufficient to satisfy the notice requirements of this Article 8.

8.2.6 **Compensation for Delay.**

.1 **Compensable Delay.** Contract Adjustments to the Contract Price for a Compensable Delay that involve an extension of the Contract Time shall be based, without duplication to any other Contract Adjustments to the Contract Price, on the terms of Section 3.3 of the Construction Contract. Contractor agrees to accept such right of Contract Adjustment in lieu of any other right that may exist under Applicable Laws for recovery of Losses due to Compensable Delay, whether incurred by Contractor or its Subcontractors, of any Tier.

.2 **Deleted Work.** The Contract Time and Contract Price shall be reduced by Contract Adjustment for Deleted Work (including, without limitation, Deleted Work associated with a termination by County of a portion of the Construction Contract or a deletion of portion of Work for the convenience of the County or due to an Event of Contractor Default) that results in a shortening of the Contract Time.

(1) **Contract Time.** The Contract Adjustment shortening the Contract Time for Substantial Completion shall be the number of Days that Contractor at the time of contracting would have reasonably expected to expend in performance of the Deleted Work and that, based on the Contractor's original Construction Schedule prepared on or about the time of contracting, were reasonably expected by Contractor to be critical to Substantial Completion of the Work within the Contract Time for Substantial Completion.

(2) **Contract Price.** The Contract Adjustment reducing the Contract Price shall be the product of (1) the number of Days that the Contract Time for Substantial Completion is shortened pursuant to preceding Clause (1) of this Subparagraph 8.2.6.2 multiplied times (2) the amount of liquidated damages set forth in Paragraph 3.3.2 of the Construction Contract, without any additional credit to County for Allowable Markups.

8.2.7 **Acceleration of the Work.**

.1 **Due to Unexcused Delay.** If County makes a Good Faith Determination based on County's observations of progress in performance of the Work by Contractor that Contractor will not achieve Substantial Completion of the Work within the Contract Time as adjusted pursuant to Paragraph 8.2.1, above, then Contractor shall, following receipt of a written request by County to accelerate, immediately respond in writing setting forth a detailed plan for accelerating the Work. All measures necessary, including working overtime, additional shifts, Saturdays, Sundays and holidays, to accelerate performance to ensure that the Work is performed within the Contract Time shall be taken by Contractor and the cost thereof shall be paid for by Contractor at Contractor's Own Expense. County may also take all other necessary measures to ensure no further Delays affect achievement of Substantial Completion and Final Completion of the Work within the Contract Time and the Contractor shall reimburse County, or County may withhold from payment due to Contractor, for Losses incurred by County in taking such measures.

.2 **Due to Excusable Delay.** Contractor shall have the right, exercised in its sole discretion, to accelerate performance of the Work to overcome time lost due to Excusable Delay. Such acceleration, if performed other than at the written direction of County, shall be deemed a voluntary acceleration and the cost of such accelerated performance shall paid for by Contractor at Contractor's Own Expense. If County directs in writing that the Work be accelerated to overcome an Excusable Delay that is not concurrent with an Unexcused Delay, then Contractor shall be entitled to a Contract Adjustment to the Contract Price for such acceleration on and subject to the same terms as provided for in Subparagraph 8.2.7.3, below, in the case of an acceleration to overcome a Compensable Delay.

.3 **Due to Compensable Delay.** County shall have the right, exercised in its sole and absolute discretion, in lieu of granting a Contract Adjustment to the Contract Time for Compensable Delay, to direct in writing

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the acceleration of the Work by Contractor in order to recapture time lost due to such Compensable Delay. County and Contractor shall endeavor prior to commencement of such acceleration to mutually agree upon the amount of compensation to be paid therefor. County shall have the right, in the absence of such an agreement, to direct in writing that Contractor accelerate. Contractor shall comply with such directive. Contractor's right to a Contract Adjustment to the Contract Price on account of such acceleration shall be limited to (1) the premium time portion of any overtime paid for labor provided by Contractor or any Subcontractor, plus (2) additional supervision costs for additional shifts of supervision provided at the Site by Contractor only (not by Subcontractors), plus (3) Allowable Markup thereon as provided in Paragraph 7.7.5, above. Except as directed by County in the manner stated in this Subparagraph 8.2.7.3, no statements, conduct or actions by County will be construed as creating an obligation on the part of County to agree to a Contract Adjustment to the Contract Price on account of any cost of overtime or other costs associated with an acceleration of the Work to recapture time lost due to Compensable Delay.

8.2.8 **Concurrent Delays.** For purposes of the calculations provided for in this Paragraph 8.2.8, the words "concurrent delay", "concurrently delay" or "occur concurrently" mean the portion of two or more Delays affecting the critical path to Substantial Completion that are overlapping or co-existent. Contractor's right to a Contract Adjustment of the Contract Time (pursuant to Subparagraphs 8.2.8.1, 8.2.8.2 and 8.2.8.3, below) and Contract Price (pursuant to Subparagraphs 8.2.8.4, 8.2.8.5 and 8.2.8.6, below) shall, in the case of concurrent delays, be calculated in accordance with the following:

.1 If an Excusable Delay and a Compensable Delay occur concurrently, the maximum extension of the Contract Time shall be the number of Days from the commencement of the first Delay to the cessation of the Delay which ends last.

.2 If an Unexcused Delay occurs concurrently with either an Excusable Delay or a Compensable Delay, the maximum extension of the Contract Time shall be the number of Days, if any, by which such Excusable Delay or Compensable Delay exceeds the number of Days of such Unexcused Delay.

.3 If an Unexcused Delay occurs concurrently with both an Excusable Delay and a Compensable Delay, the maximum extension of the Contract Time shall be the number of Days, if any, by which such Excusable Delay and Compensable Delay, as determined pursuant to Subparagraph 8.2.8.1, above, exceeds the number of Days of such Unexcused Delay.

.4 If an Unexcused Delay occurs concurrently with a Compensable Delay, the maximum period of time for which Contractor shall be entitled to a Contract Adjustment to the Contract Price in accordance with Section 3.3 of the Construction Contract shall be the number of Days, if any, by which such Compensable Delay exceeds the number of Days of such Unexcused Delay.

.5 If a Compensable Delay occurs concurrently with an Excusable Delay, the maximum period of time for which Contractor shall be entitled to a Contract Adjustment to the Contract Price in accordance with Section 3.3 of the Construction Contract shall be the number of Days, if any, by which such Compensable Delay exceeds the number of Days of such Excusable Delay.

.6 If an Unexcused Delay occurs concurrently with both an Excusable Delay and a Compensable Delay, the maximum period of time for which Contractor shall be entitled to a Contract Adjustment to the Contract Price in accordance with Section 3.3 of the Construction Contract shall be the number of Days, if any, by which such Compensable Delay exceeds the number of Days of such Unexcused Delay.

8.2.9 **Delay Claims.** Claims by Contractor relating to disputed Contract Adjustments due to Delay shall be made in accordance with applicable provisions of Section 4.3, above.

8.2.10 **Exercise of County Rights.** Notwithstanding any other provision of the Contract Documents to the contrary, County's exercise in accordance with the Contract Documents of any of its rights or remedies permitted by Applicable Laws or the Contract Documents in response to a failure by Contractor or any Subcontractor to comply with the Contract Documents shall not, under any circumstances, entitle Contractor to a Contract Adjustment.

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ARTICLE 9
PAYMENTS AND COMPLETION

9.1 PAYMENT BY COUNTY

9.1.1 **Time for Payment.** County shall make payment of undisputed sums due to the Contractor upon Applications for Payment requesting Progress Payment not later than thirty (30) Days after receipt of an Application for Payment requesting Progress Payment that has been properly and timely prepared and submitted by Contractor, and approved by County, in accordance with the requirements of the Contract Documents.

9.1.2 **Not Acceptance.** No approval, inspection or use of, or payment for, the Work by County or by any person or entity acting on County's behalf shall constitute acceptance of Work that is not in accordance with the Contract Documents or a waiver of any of County's rights under the Contract Documents.

9.1.3 **Interest.** If County fails to make payment of an undisputed sum due as a Progress Payment to the Contractor as required by this Article 9, County shall pay interest to the Contractor equivalent to the legal rate set forth in subdivision (a) of California Code of Civil Procedure §685.010. The number of Days available to the County to make payment without incurring such interest shall be reduced by the number of Days by which the County exceeds the seven (7) Day response time applicable to the County set forth in Section 9.5, below. The foregoing is the County's sole obligation with respect to payment of interest earned or accrued on an amount claimed due prior to the commencement by Contractor of legal proceedings for recovery of such amount.

9.1.4 **Disputed Payments.** Subject to Contractor's rights under Section 9.8, below, no good faith dispute or disagreement between County and Contractor with respect to the amount of any payment claimed due by Contractor shall relieve or excuse Contractor from the obligation to proceed with and maintain continuous, expeditious and uninterrupted performance of the Work.

9.2 APPLICATIONS FOR PAYMENTS

9.2.1 **Submission by Contractor.** Applications for Payment requesting Progress Payment shall be properly prepared and submitted by Contractor to County once a month on the twenty-fifth (25th) Day of the month. If the twenty-fifth (25th) Day of the month is a weekend or Holiday, the Application for Payment shall be submitted on the next working day.

9.2.2 **Period of Application.** The period covered by each such Application for Payment requesting Progress Payment shall be not more than thirty (30) Days ending on the twenty-fifth (25th) Day of the month in which such Application for Payment is submitted.

9.2.3 **Schedule of Values.** Each Application for Payment shall be accompanied by a Schedule of Values prepared and submitted in accordance with the requirements of the Contract Documents, including, without limitation, the provisions of Section 9.3, below.

9.2.4 **Changes in Work.** Applications for Payment may include requests for payment on account of Compensable Changes in the Work which have been properly authorized by Change Order or Unilateral Change Order.

9.2.5 **Progress Payments.** Applications for Payment requesting Progress Payments shall be based on amounts calculated in accordance with the provisions of Section 9.4, below.

9.2.6 **Percentage Completion.** Applications for Payment requesting Progress Payments shall indicate the Contractor's estimate of the percentage of completion of each line item listed in the Schedule of Values as of the end of the period covered by the Application for Payment.

9.2.7 **Projected Work.** Unless approved by County in writing in advance of an Application for Payment being submitted, which approval may be granted or denied in the sole and absolute discretion of County, Applications for Payment shall only include amounts for Work performed to the twenty-fifth (25th) Day of the month in which the

Application for Payment was submitted and shall not include request for payment of amounts for Work projected to be performed, stored or delivered beyond that date.

9.2.8 **Disagreements.** In the event of a disagreement between County and Contractor over the accuracy or reasonableness of the Contractor's statement of percentage of progress achieved that is contained in the Application for Payment, the County shall make a Good Faith Determination of the percentage, which percentage shall then be inserted by Contractor in the Application for Payment and the Application for Payment submitted, or resubmitted, incorporating such revision.

9.2.9 **Substantial Completion.** For the sole purpose of the percentage calculation set forth in Paragraph 9.2.6, above, and for no other purpose, the Work shall be deemed one hundred percent complete upon Substantial Completion and the amount released to Contractor shall, subject to County's right to withhold pursuant to Section 9.6, below, be a sum sufficient to increase the total of Progress Payments to Contractor to ninety-five percent (95%) of the Contract Price.

9.2.10 **Certification by Contractor.** Each Application for Payment that is submitted by Contractor shall be signed by Contractor with a certification by Contractor to County that: (1) the data comprising the Application for Payment is accurate and the Work has progressed to the point indicated; (2) to the best of Contractor's knowledge, information and belief, the Work is in accordance with the Contract Documents; (3) Contractor is entitled to payment in the amount certified; and (4) all sums previously applied for by Contractor on account of the Work performed by the Subcontractors and that have been paid by County have been paid to the Subcontractors performing such Work, without any retention, withholding or back charge by Contractor.

9.2.11 **Stored Materials.** County may, in the exercise of its sole and absolute discretion, approve or disapprove for inclusion in Contractor's Application for Payment the cost of materials to be incorporated, but not yet incorporated, in the Work and delivered and suitably stored either at the Site or at some other appropriate location acceptable to the County. As part of any request for such approval, Contractor shall furnish evidence satisfactory to County: (1) of the cost of such materials; (2) that such materials are under the exclusive control of Contractor, or if not, that title to the materials is in the County, free of any lien or encumbrance; and (3) with respect to materials stored off-Site, that the materials are safely and suitably stored in a bonded warehouse with appropriate insurance coverage satisfactory to County. No payment or approval by County pursuant to this Paragraph 9.2.11 shall (a) be construed as an inspection or acceptance of the materials; (b) relieve Contractor of its continuing and sole responsibility for the care and protection of, and sole responsibility for any Loss to, such materials, from any cause whatsoever; or (c) operate as a waiver of rights by County.

9.2.12 **Title.** Contractor warrants that title to all the Work covered by an Application for Payment will pass to County no later than the time of payment. Contractor further warrants that upon submittal of an Application for Payment all Work for which approval for payment has been previously issued by County shall, to the best of Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of Contractor, the Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials or equipment for the Work.

9.3 SCHEDULE OF VALUES

9.3.1 **Initial Submission.** Within twenty-one (21) Days after issuance by County of the Notice of Intent to Award, Contractor shall submit to County a Schedule of Values, prepared in a form and incorporating a level of detail satisfactory to County, that allocates the Contract Price to various portions of the Work, including, without limitation, each portion of the Work to be performed by a Subcontractor, self-performed Work, discrete categories of direct (i.e., on-Site) overhead costs (sometimes referred to as "general conditions costs"), Contractor home office and indirect overhead and profit and amounts reserved for contingencies.

9.3.2 **Balanced Allocation.** The Schedule of Values shall be balanced, reflecting in each line item Contractor's estimated or actual cost commitments for the category of Work included in the line item and a proportionate share of Contractor's overhead and profit. Techniques, such as "front-end loading", designed to create an imbalanced cash flow are strictly prohibited.

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9.3.3 **Line Estimates.** Line item values stated in the Schedule of Values that are based on Contractor's estimates, rather than actual subcontract prices, shall be identified as such and replaced with actual subcontract prices when they become available as the subcontracting process progresses.

9.3.4 **Updating.** The Schedule of Values shall be updated by Contractor each month as necessary to reflect the Contractor's actual progress in subcontracting the Work. An updated Schedule of Values shall be attached to each Application for Payment.

9.3.5 **Substantiation.** Contractor shall provide such data as County may reasonably require to substantiate that the Schedule of Values has been prepared in conformance with the requirements of the Contract Documents. Failure to provide such substantiation shall result in the Schedule of Values being deemed incomplete and unapproved by County for use by Contractor in submitting its Applications for Payment.

9.3.6 **Corrections.** If corrections are required in order to make the Schedule of Values comply with the requirements of the Contract Documents, such corrections shall be made as a condition of the Contractor's Application for Payment being considered properly prepared, submitted and complete.

9.3.7 **Changes to Work.** Costs involved in the performance of Work covered by Change Orders, Unilateral Change Orders or Construction Change Directives shall be, at the option of County, either separately scheduled or incorporated as adjustments to the respective trade lines of Work to which they apply. Except as otherwise expressly required by Article 7, above, the Schedule of Values shall not be utilized by Contractor as a basis for calculating Contract Adjustments.

9.3.8 **Applications for Payment.** The Schedule of Values prepared by Contractor in accordance with the requirements of the Contract Documents shall be used as a basis for County's review and approval or disapproval of Applications for Payment.

9.4 PROGRESS PAYMENT CONDITIONS

9.4.1 **Progress Payment Amount.** Subject to the other provisions of the Contract Documents, the amount of each Progress Payment requested in an Application for Payment shall be computed as follows:

.1 take that portion of the Contract Price properly allocable to Work (other than materials, products or equipment furnished by County) permanently incorporated at the Site as part of the Work, based on the product derived by multiplying (1) the percentage completion of each such portion of the Work times (2) the portion of the total Contract Price allocated to that portion of the Work in the Schedule of Values, less a retention of five percent (5%) thereof;

.2 add that portion of the Contract Price that is allocable to materials and equipment (other than materials, products or equipment furnished by County) approved by County pursuant to Paragraph 9.2.11, above, and suitably stored at the Site or at a location off-Site, less a retention of five percent (5%) thereof;

.3 subtract the aggregate of previous payments made by the County; and

.4 subtract amounts, if any, that County has determined will be withheld pursuant to an exercise of the County's right to withhold pursuant to Section 9.6, below.

9.4.2 **Other Conditions and Documentation**. Contractor shall submit its Applications for Payment requesting Progress Payments to County using such forms as required by County. Without limitation to any other conditions to payment set forth elsewhere in the Contract Documents, the following shall be conditions precedent to a proper submission, and to County's approval, of each Application for Payment:

.1 submission of a Schedule of Values that complies with Section 9.3, above;

.2 submission of Contractor's certification required by Paragraph 9.2.10, above;

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.3 submission of: (1) forms of conditional releases of stop payment notice and bond rights upon progress payment, complying with California Civil Code §8132, for all Work performed during the time period covered by the current Application for Payment, signed by Contractor and the Subcontractors, of every Tier; and (2) forms of unconditional releases of stop payment notice and bond rights upon progress payment, complying with California Civil Code §8134, for all Work performed during the time period covered by the previous Application for Payment, signed by Contractor and the Subcontractors, of every Tier;

.4 compliance by Contractor with its obligation for daily maintenance of Record Drawings and Specifications as required by Paragraph 3.10.1, above;

.5 compliance by Contractor with its obligation for submission of daily reports as required by Paragraph 3.10.2, above;

.6 compliance by Contractor with its obligations for submission of scheduling information and updating of the Construction Schedule as required by Section 3.9, above, and other provisions of the Contract Documents pertaining to preparation or updating of schedules and scheduling information;

.7 proper payment of prevailing wages as defined in California Labor Code §1720, et seq.;

.8 timely submission of adequate and complete certified payroll records for any time period that Work was performed and for which payment is being requested;

.9 submission of certifications by Contractor and the Subcontractors as required by Applicable Laws certifying that all employee benefit contributions due and owing have been paid in full;

.10 submission of sales tax information as required by Paragraph 3.6.3, above; and

.11 compliance by Contractor with all of its other obligations for submission of documentation or performance of conditions which, by the terms of the Contract Documents, constitute conditions to Contractor's right to receive payment for Work performed.

9.5 COUNTY APPROVAL/REJECTION OF APPLICATIONS FOR PAYMENT

9.5.1 **Review by County.** Subject to County's rights under Paragraph 9.5.4, below, County shall promptly review Applications for Payment submitted by Contractor and provide its approval or disapproval, in whole or part, within (1) seven (7) Days after receipt of an Application for Payment requesting Progress Payment, and (2) within fourteen (14) Days after receipt of an Application for Payment requesting Final Payment.

9.5.2 **Disapproval by County.** Disapproval by County disapproving of an Application for Payment shall be accompanied by an explanation of the reasons for such disapproval. Failure by County to specify in its disapproval a particular grounds for disapproval of an Application for Payment shall not waive the County's right to assert such grounds as a basis for any future disapproval, or nullification of its prior approval, of that or any other Application for Payment.

9.5.3 **Re-submittal by Contractor.** An Application for Payment that is disapproved by County shall be corrected and re-submitted by Contractor after receipt by Contractor of the notice of disapproval. A re-submitted Application for Payment shall be reviewed and responded to by County in the same manner as provided in Paragraphs 9.5.1 and 9.5.2, above. If re-submitted, the re-submitted Application for Payment shall be reviewed and responded to by County in the same manner as provided in Paragraph 9.5.1 and Paragraph 9.5.2, above. If not re- for Payment that includes the disapproved amount has been submitted in another Application for Payment and, upon such re-submittal, approved for payment.

9.5.4 **Approval Nullification.** County reserves the right to nullify any prior approval of an Application for Payment that is later found to not be in compliance with the requirements of the Contract Documents, whether or not such noncompliance was previously actually observed or apparent on the face of the Application for Payment, and

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based on such nullification County may take either of the following actions, as applicable: (1) if the Application for Payment has not yet been paid by County, disapprove of that portion of the Application for Payment that is not in compliance and withhold payment of that sum until the noncompliance is fully rectified; or (2) if the Application for Payment has been paid by County, nullify the County's prior approval and withhold payment of such disputed amounts in response to future Applications for Payment; provided, however, that in either case the amount of the County's nullification shall be limited to that portion of the amount requested in the Application for Payment that is in dispute and the amount of its withholding from the current or any future Application for Payment shall be limited to the amount nullified plus any additional withholding permitted under Section 9.6, below.

9.5.5 **No Waiver by County.** Neither approval by County or Architect of, failure by County to exercise its right of nullification with respect to, nor payment by County upon, an Application for Payment or any portion thereof shall be interpreted as or constitute a waiver or release of any of County's rights to require Contractor's full compliance with the Contract Documents.

9.5.6 **No Representation.** Neither approval by County or Architect of, failure by County to exercise its right of nullification with respect to, nor payment by County upon, an Application for Payment or any portion thereof shall be interpreted as a representation that County or Architect has: (1) made exhaustive or continuous on-Site inspections to check the quality or quantity of the Work, (2) reviewed Contractor's construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from the Subcontractors and other data requested by County or Architect to substantiate Contractor's right to payment, or (4) made examination to ascertain how or for what purpose Contractor has used money previously paid on account of the Contract Price.

9.6 WITHHOLDING OF PAYMENT

9.6.1 **Grounds for Withholding.** County may decline to approve an Application for Payment and withhold payment requested under any unpaid Application for Payment, in whole or in part, to such extent that County makes a Good Faith Determination that withholding is necessary, in the sole discretion of County, because of any of the following circumstances:

.1 **Third-Party Claims.** Third-party claims or stop payment notices filed or reasonable evidence (including, without limitation, failure by Contractor to submit conditional releases of stop payment notice and bond rights required by the Contract Documents) indicating the possible filing of such claims or stop payment notices.

.2 **Defective Work.** Defective Work not remedied.

.3 **Nonpayment.** Failure of Contractor to make proper payments to a Subcontractor for services, labor, materials or equipment or other Work.

.4 **Inability to Complete.** Reasonable doubt that the Work can be completed for the then unpaid balance of the Contract Price or within the Contract Time.

.5 **Violation of Applicable Laws.** Failure of Contractor or a Subcontractor to comply with Applicable Laws.

.6 **Penalty.** Any penalty asserted against County by virtue of Contractor's failure to comply with Applicable Laws.

.7 **Lack of Progress.** Failure by Contractor to maintain progress in accordance with the Construction Schedule.

.8 **Setoff.** Any reason specified elsewhere in the Contract Documents as grounds for a withholding, offset or setoff or that would legally entitle County to a setoff or recoupment.

.9 **Consultant Services.** Additional professional, consultant or inspection services required due to Contractor's failure to comply with the Contract Documents.

.10 **Liquidated Damages.** Liquidated damages payable to County pursuant to Section 3.2 of the Construction Contract or that there is a reasonable basis to believe will be payable to County based upon the Contractor's project date for Substantial Completion based on its update Construction Schedule or based upon other evidence available to County of the probable date that the Work will be Substantially Completed.

.11 **Damage.** Loss caused to County, a Separate Contractor or any other person or entity under contract to County, by Contractor or a Subcontractor.

.12 **Cleanup.** Cleanup performed by County and chargeable to Contractor pursuant to the terms of the Contract Documents.

.13 **Employee Benefits.** Failure of Contractor to pay contributions due and owing to employee benefits funds pursuant to any applicable collective bargaining agreement or trust agreement.

.14 **Required Documents.** Failure of Contractor to submit on a timely basis, proper and complete documentation required by the Contract Documents, including, without limitation, schedule updates, 'look ahead' schedules, pricing information, certifications and other required reports or documentation.

.15 **Labor Compliance.** Failure of Contractor or any Subcontractor to properly pay prevailing wages as defined in California Labor Code §§1720 et seq.

.16 **Nullification.** Nullification by County pursuant to Paragraph 9.5.4, above, of its prior approval of an Application for Payment.

.17 **Releases.** Failure by Contractor to submit any conditional release of stop payment notice and bond rights that is required pursuant to Subparagraph 9.4.2.3, above or Subparagraph 9.10.4.4, below.

.18 **Other Breach.** A breach by Contractor of any obligation or provision of the Contract Documents.

9.6.2 **Application of Withholding.** Sums properly withheld pursuant to Paragraph 9.6.1, above, may be used by County without a prior judicial determination of County's actual rights with respect to the grounds on which such withholding is based. Contractor agrees and hereby designates County as its agent for such purposes, and agrees that such payments shall be considered as payments made under the Construction Contract by County to Contractor. County shall submit to Contractor an accounting of such funds disbursed on behalf of Contractor. As an alternative to such payment, County may, in its sole and absolute discretion, elect to exercise its right to adjust the Contract Price as provided in Section 13.4, below.

9.6.3 **Final Payment.** In accordance with California Public Contract Code §7107, the amount to be withheld from Contractor's Final Payment pursuant to a withholding asserted pursuant to Paragraph 9.6.1, above, shall be limited to one hundred fifty percent (150%) of the disputed amount.

9.6.4 **Release of Withholding.** When the reasons for withholding of payment as set forth in Paragraph 9.6.1, above, are removed, approval by County will be promptly issued to Contractor for amounts previously withheld and payment of amounts withheld will be made by County within thirty (30) Days thereafter.

9.6.5 **Additional Rights.** The County's right of withholding set forth in this Section 9.6 is in addition to, and not a limitation upon, any other rights of withhold that County may have under the Contract Documents or Applicable Laws.

9.7 PAYMENTS BY CONTRACTOR

9.7.1 **Payments to Subcontractors.** Contractor shall not include in its Applications for Payment sums on account of any Subcontractor's portion of the Work that it does not intend to pay to such Subcontractor. Upon receipt of payment from County, Contractor shall pay the Subcontractors performing the Work, out of the amount paid to Contractor on account of such Subcontractors' portions of the Work, the amount to which said Subcontractors are

entitled in accordance with the terms of their contracts with Contractor and Applicable Laws, including, without limitation, California Public Contract Code §7107. Contractor shall remain responsible, notwithstanding a withholding by County pursuant to the terms of these General Conditions, to promptly satisfy from its own funds sums due to all the Subcontractors who have performed the Work that is included in Contractor's Application for Payment. Contractor shall, by appropriate agreement, require each Subcontractor to make payments to its sub-subcontractors and suppliers in similar manner. County shall have no obligation to pay or be responsible in any way for payment to the Subcontractors, of any Tier.

9.7.2 **Payments in Trust.** Any funds that Contractor receives in payment for services or Work performed by a Subcontractor shall constitute assets of a trust, which trust funds shall be used for the exclusive benefit of the Subcontractor for the purpose of discharging Contractor's financial obligations on account of labor, services, materials or equipment furnished to the Project by the Subcontractor, provided that such labor, services, materials or equipment were performed in accordance with the Contract Documents, were included in an Application for Payment to County, and were paid by the County to Contractor. Contractor shall be the trustee of the trust and shall be required to deal with the trust assets for the benefit of the Subcontractor. Contractor shall not be a beneficiary of the trust. Nothing herein shall be construed as an intent to require that Contractor maintain trust funds in separate bank accounts, specifically designate any third party as a beneficiary of the trust created herein, or otherwise give rise to any cause of action against the County by any third party beneficiary of the trust created herein.

9.7.3 **Payment Information.** County will, on request, furnish to any of the Subcontractors, if practicable, information for such Subcontractor's review regarding percentages of completion or amounts applied for by Contractor and action taken thereon by County on account of portions of the Work done by such Subcontractor.

9.7.4 **Joint Payment.** County shall have the right, if deemed necessary in its sole discretion, to issue joint checks made payable to Contractor and any of the Subcontractors, of any Tier. The joint check payees shall be solely responsible for the allocation and disbursement of funds included as part of any such joint payment. Endorsement on such check by a payee shall be conclusively presumed to constitute receipt of payment by such payee. In no event shall any joint check payment be construed to create: (1) any contract between County and any of the Subcontractors, of any Tier; (2) any obligation from County to any of the Subcontractors; or (3) any third-party rights against County or Architect.

9.7.5 **Direct Negotiation of Stop Payment Notices.** County shall have the right to directly discuss, negotiate, settle or pay, without notice to or participation by Contractor, any stop payment notice claims asserted by the Subcontractors, of any Tier, and to deduct such sums paid from sums due to Contractor.

9.7.6 **Release of Stop Payment Notices.** With the exception of that portion, and only that portion, of a stop payment notice or other claim that arises as a result of a failure by the County to make payment to Contractor under circumstances constituting a breach of the Construction Contract by County, if any stop payment notice or other claim, whether invalid or valid, is filed with, served upon or made or asserted against the County or the Site by any Subcontractor, of any Tier, or their agent or employee, for money claimed due, then Contractor shall within five (5) Days after written notice by the County procure, furnish and record appropriate releases or other instruments which under Applicable Laws will fully release, extinguish and remove such stop payment notice or claim, as well as any notices of pending action or other notices recorded against the Site in connection with the enforcement thereof. All costs of such actions by Contractor shall be paid for by Contractor at Contractor's Own Expense. Unless and until fully released as aforestated, the County shall have the right to retain from any payment then due, or thereafter to become due, to Contractor an amount equal to one hundred and fifty percent (150%) of the amount necessary to satisfy, discharge and defend against any such stop payment notice or claim and any action or proceeding thereon, including, without limitation, an amount for anticipated attorney's fees and costs. If the amount to be paid, or the amount retained, is insufficient to satisfy, discharge and defend against any such stop payment notice or claim and any action or proceeding thereon, then Contractor shall be liable for the difference and upon demand shall immediately deposit the same with the County. The provisions of this Paragraph 9.7.6 are in addition to such other rights as the County may have against Contractor under the Contract Documents or Applicable Laws.

9.7.7 **No County Obligation.** Neither County nor Architect shall have any obligation to pay or to see to the payment of money to any of the Subcontractors except as may otherwise be required by Applicable Laws.

9.8 **FAILURE OF PAYMENT**

If, through no fault of Contractor or failure by Contractor to comply with its obligations under the Contract Documents either: (1) approval or disapproval by County of an Application for Payment properly prepared and submitted by Contractor and requesting payment that is otherwise undisputed by County is not issued within the time period required therefor by the terms of this Article 9; or (2) the County does not (a) upon an Application for Payment properly prepared and submitted by Contractor pay to Contractor, within the time period required for payment by County, an undisputed amount approved by County as earned, which approval has not been, and is not thereafter, nullified by County, or (b) pay to Contractor an amount that has been awarded by arbitration or judgment of a court of competent jurisdiction, then Contractor may, following delivery to County of a written "10-day stop work order", stop the Work until, as applicable, an approval or disapproval by County, or payment by County, is received by Contractor. Promptly upon receipt of such approval or disapproval, or payment, as applicable, Contractor shall resume the Work. Any resulting Delay associated with the shut down and start up of the Work as a result of Contractor's proper exercise of its right to stop work under this Section 9.8 shall constitute a Compensable Delay.

9.9 **SUBSTITUTION OF SECURITIES FOR RETENTION**

9.9.1 **Public Contract Code.** Pursuant to the requirements of California Public Contract Code §22300, upon the Contractor's request, the County will make payment to the Contractor of any funds withheld from payments to ensure performance under the Contract Documents if the Contractor deposits with the County, or in escrow with a California or federally chartered bank in California acceptable to the County ("Escrow Agent"), securities eligible for the investment of State Funds under Government Code §16430, or bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the Contractor and the County, upon the following conditions:

.1 The Contractor shall be the beneficial owner of any securities substituted for monies withheld for the purpose of receiving any interest on such securities.

.2 All expenses relating to the substitution of securities under said §22300 and under this Section 9.9, including, but not limited to the County's overhead and administrative expenses and expenses of Escrow Agent, shall be the responsibility of the Contractor.

.3 Securities or certificates of deposit substituted for monies withheld shall be of a value of at least equivalent to the amounts of the retention to be paid to the Contractor pursuant to the Contract Documents.

.4 If the Contractor shall choose to deposit securities in lieu of monies withheld with an Escrow Agent, the Contractor, the County and Escrow Agent shall, as a prerequisite to such deposit, enter into an escrow agreement. Such escrow agreement shall be substantially in the form "Escrow Agreement for Security Deposits in Lieu of Retention" set forth in California Public Contract Code §22300(f).

.5 The Contractor shall obtain the written consent of Surety to such agreement.

.6 Securities, if any, shall be returned to the Contractor only upon satisfactory Final Completion of the Work.

9.9.2 **Substitute Security.** To minimize the expense caused by such substitution of securities, the Contractor shall, prior to or at the time the Contractor requests to substitute security, deposit sufficient security to cover the entire amount to be withheld. Should the current market value of such substituted security at any time fall below the amount for which it was substituted, or any other amount which the County withholds pursuant to the Contract Documents, the Contractor shall immediately and at the Contractor's Own Expense deposit additional security qualifying under said §22300 until the current market value of the total security deposited is no less than the amount subject to withholding under the Contract Documents. Securities shall be valued as often as conditions of the securities market warrant, but in no case less frequently than once per month.

9.9.3 **Deposit of Retentions.** Alternatively, subject to the conditions set forth in Paragraph 9.9.1, above, upon request of the Contractor, the County shall make payment of retentions directly to Escrow Agent at the expense of the Contractor, provided that the Contractor, the County and Escrow Agent shall, as a prerequisite to such

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payment, enter into an escrow agreement in the same form as prescribed in Subparagraph 9.9.1.4, above. At the Contractor's Own Expense, the Contractor may direct the investment of the payments into securities and interest bearing accounts and the Contractor shall receive the interest earned on the investments. Escrow Agent shall hold such direct payments by the County under the same terms provided herein for securities deposited by the Contractor. Upon satisfactory Final Completion of the Work, the Contractor shall receive from Escrow Agent all securities, interest and payments received by Escrow Agent from the County, less escrow fees and charges of the Escrow Account, according to the terms of said §22300 and the Contract Documents.

9.10 **FINAL PAYMENT**

9.10.1 **Payment by County.** Subject to the County's right of withholding as set forth in Section 9.6, above, or elsewhere in the Contract Documents, Final Payment shall be made by County not more than sixty (60) Days after completion of the Work as defined in Clauses (1), (2), (3) or (4) of California Public Contract Code § 7107(c), whichever definition is earliest satisfied.

9.10.2 **Application for Final Payment.** Upon issuance by County of the Notice of Final Completion pursuant to Paragraph 9.13.5, below, Contractor shall submit to County its Application for Payment requesting Final Payment.

9.10.3 **Review by County.** County will review and approve or disapprove of the Application for Payment requesting Final Payment as provided in Section 9.5, above.

9.10.4 **Conditions to Final Payment.** Without limitation to any other conditions to payment set forth elsewhere in the Contract Documents, the following shall be conditions to a proper submission, and to County's approval, of Contractor's Application for Payment requesting Final Payment:

.1 submission of Contractor certification as required by Paragraph 9.2.10, above;

.2 submission of consent of Surety, if any, to Final Payment;

.3 submission of a certificate evidencing that the insurance required by the Contract Documents is in force;

.4 submission of conditional releases and waivers of stop payment notice and bond rights upon final payment in the form required by California Civil Code §8136 executed by Contractor and by all the Subcontractors, of every Tier;

.5 submission of all Close-Out Documents (including, without limitation, complete, accurate Record Drawings and Specifications certified by Contractor as required by Paragraph 3.10.1, above);

.6 timely submission of adequate and complete certified payroll records for any time period that Work was performed, which have not been submitted by Contractor in connection with its previous Applications for Payment;

.7 proper payment of prevailing wages as defined in California Labor Code §§1720, et seq.;

.8 submission of certifications by Contractor and each Subcontractor, as required by any applicable collective bargaining agreement or trust agreement or Applicable Laws, certifying that all employee benefit contributions due and owing have been paid in full; and

.9 submission of any other documents or information required by the Contract Documents as a condition of Final Payment or Final Completion.

9.10.5 **Disputed Amounts.** Pursuant to California Public Contract Code § 7107, County may deduct and withhold from Final Payment an amount of up to one hundred fifty percent (150%) of any disputed amounts, including,

without limitation, amounts to protect County against any Loss caused or threatened as a result of Contractor's failing to fully satisfy the conditions of Final Completion and Final Payment.

9.10.6 **No Waiver by County**. The making of Final Payment by County shall not constitute a waiver by County of any rights or claims, including, without limitation, any right or claim for reimbursement of Allowable Costs or Allowable Markup paid to Contractor that is determined by County, either before or after Final Payment, to have been not due to Contractor.

9.10.7 **WAIVER BY CONTRACTOR.**

ACCEPTANCE OF FINAL PAYMENT BY CONTRACTOR OR A SUBCONTRACTOR SHALL CONSTITUTE A WAIVER OF ALL RIGHTS BY THAT PAYEE AGAINST COUNTY FOR RECOVERY OF ANY LOSS, EXCEPTING ONLY THOSE CLAIMS THAT HAVE BEEN SUBMITTED BY CONTRACTOR IN THE MANNER REQUIRED BY SECTION 4.3, ABOVE, PRIOR TO, OR AT THE TIME OF CONTRACTOR'S SUBMISSION TO COUNTY OF, ITS APPLICATION FOR PAYMENT REQUSTING FINAL PAYMENT.

9.11 **SUBSTANTIAL COMPLETION**

9.11.1 **Contract Time.** Contractor shall achieve Substantial Completion of the Work, or such portion of the Work as may be designated at any time by County for separate delivery, in accordance with the requirements of the Contract Time and other provisions of the Contract Documents.

9.11.2 **Request for Inspection.** Contractor shall notify the County when Contractor believes that the Work, or portion thereof designated by the County in the Contract Documents or otherwise for separate delivery, is Substantially Complete.

9.11.3 **Substantial Completion Inspection.** When Contractor gives notice to County that it has achieved Substantial Completion of the Work, or a County designated portion thereof, unless the County determines that the Work or County designated portion thereof is not sufficiently complete to warrant an inspection to determine Substantial Completion, County, Inspector of Record, Architect and such others as may be designated by County will inspect the Work, or such County designated portion thereof.

9.11.4 **Substantial Completion Punch List.** At the conclusion of such inspection, County shall prepare and give to Contractor (or, Owner may request that Contractor prepare and provide to County) a Substantial Completion Punch List of items, if any, to be completed or corrected for Substantial Completion. If Contractor disputes any of the items included, it shall so note its objection on the Substantial Completion Punch List. Contractor shall proceed within forty-eight (48) hours after preparation of the Substantial Completion Punch List to commence correction or completion of the items on the Substantial Completion Punch List, including, without limitation, any disputed items, and all such items of Work shall be completed promptly by Contractor before the Work will be considered as Substantially Complete. Failure by County, Architect, Inspector of Record or Contractor to include an item on the Substantial Completion Punch List does not alter the responsibility of Contractor to perform the Work in accordance with the Contract Documents. Items of Work necessary for Substantial Completion that, for any reason, have been omitted from the Substantial Completion Punch List shall be added to the Substantial Completion Punch List and Contractor shall, at the request of County, Architect or Inspector of Record made at any time prior to Final Payment commence correction or completion of such items within forty-eight (48) hours and all such items of Work shall be completed by Contractor promptly and before the Work will be considered as Substantially Complete.

9.11.5 **Re-Inspection.** Contractor shall notify County when the items of Work shown on the Substantial Completion Punch List are completed. County, Inspector of Record, Architect and such others as County deems necessary or appropriate will then make a further inspection to determine whether such Work is Substantially Complete. If such inspection, or any subsequent re-inspection required pursuant hereto, discloses any item, whether or not included on the Substantial Completion Punch List, which must be completed or corrected before Substantial Completion, Contractor shall, as a condition of Substantial Completion, complete or correct such item, which shall then be re-inspected to confirm that such Work is Substantially Complete. Contractor shall reimburse County, or County may at its option withhold from Contractor's payments, amounts incurred by County to the Inspector of Record, Architect, County Consultants or others whose services, for reasons within the control or responsibility of

Contractor or the Subcontractors, are necessary for more than two (2) such re-inspections to determine Substantial Completion.

9.11.6 **Notice of Substantial Completion.** When County determines that the Work, or such designated portion thereof, is Substantially Complete, County will prepare a Notice of Substantial Completion on the County's form, which shall state the date of Substantial Completion. If the Notice of Substantial Completion is for the entire Work, then the County will attach to it the Final Completion Punch List prepared in accordance with Paragraph 9.13.2, below. Regardless of the date the Notice of Substantial Completion is issued, Substantial Completion shall be deemed to have occurred on the date stated in the Notice of Substantial Completion.

9.12 PARTIAL OCCUPANCY OR USE

County reserves the right to beneficially occupy all or any portion of the Work at any time before Substantial Completion of the entire Work. Beneficial occupancy means that County has assumed physical occupancy and use of all or such portion of the Work. Commencement of improvements or other work by Separate Contractors in order to ready the Work for use or occupancy by County shall be unconditionally permitted in all cases prior to Substantial Completion and shall not constitute a taking of beneficial occupancy by County. Exercise by County in accordance with the provisions of this Section 9.12 of its right to take beneficial occupancy shall not constitute grounds for a Contract Adjustment. The County's right of beneficial occupancy of all or a portion of the Work prior to Substantial Completion shall be subject to the following conditions:

9.12.1 County and such others as County deems necessary will make an inspection of the portion of the Work to be beneficially occupied and prepare a list of items to be completed or corrected in the same manner as required by and subject to the same conditions as set forth in Section 9.11, above.

9.12.2 Beneficial occupancy by County shall not be construed as Acceptance of that portion of the Work which is to be occupied.

9.12.3 Except as otherwise provided in this Section 9.12, beneficial occupancy by County shall not constitute a waiver of rights of the County against Contractor. Notwithstanding anything stated in this Section 9.12 or elsewhere in the Contract Documents to the contrary, beneficial occupancy by County shall not constitute a waiver of rights of County relating to Defective Work in the area beneficially occupied or in any other portion of the Work.

9.12.4 Prior to the County's taking beneficial occupancy, Contractor shall submit to County an itemized list of each piece of equipment located in or serving the area to be occupied stating the date operation of such piece of equipment commenced, together with operating instructions, manuals and other information required by the Contract Documents. Contractor shall provide, in the areas beneficially occupied, on a continual basis, utility services, elevator service, and heating and cooling systems in operable condition commencing at the time of beneficial occupancy and until Final Completion of the entire Work. County shall be responsible, from and after taking occupancy, for utility consumption, regular operation and regular maintenance of such systems or equipment.

9.12.5 County shall pay all normal operating and maintenance costs resulting from its use of equipment in areas beneficially occupied.

9.12.6 County shall pay all utility costs that arise out of its beneficial occupancy.

9.12.7 Contractor shall not be responsible for providing security in areas beneficially occupied.

9.12.8 County shall use its best efforts to prevent its beneficial occupancy from interfering with the conduct of Contractor's remaining Work.

9.12.9 Contractor shall not be required to repair damage caused solely by County's beneficial occupancy.

9.12.10 Contractor shall continue to maintain all insurance required by the Contract Documents in full force and effect.

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9.13 **FINAL COMPLETION**

9.13.1 **Contract Time.** Contractor shall expeditiously and diligently perform the Work after Substantial Completion, including, without limitation, all items of Work on the Final Completion Punch List that accompanies the Notice of Substantial Completion, so as to achieve Final Completion within the requirements of the Contract Time for Final Completion.

9.13.2 **Final Completion Punch List.** Contractor shall prepare and submit to County at the time that Contractor requests inspection for Substantial Completion of the entire Work pursuant to Paragraph 9.11.2, above, a draft proposed Final Completion Punch List of items of Work that will be required to be completed or corrected for Final Completion. Items identified in the course of any inspection for Substantial Completion that are required to Finally Complete the Work following Substantial Completion shall be added to the proposed Final Completion Punch List and the revised Final Completion Punch List attached to the Notice of Substantial Completion. If Contractor disputes any of the items included, it shall so note its objection on the Final Completion Punch List. When Contractor considers the Final Completion Punch List to be complete, it shall promptly sign and deliver the Final Completion Punch List to the County. Failure by County, Architect, Inspector of Record or Contractor to include an item on the Final Completion Punch List does not alter the responsibility of Contractor to perform the Work in accordance with the Contract Documents. Items of Work necessary for Final Completion that, for any reason, have been omitted from the Final Completion Punch List shall be added to the Final Completion Punch List upon request by the County made at any time prior to Final Payment and completion of such items shall be made promptly and before the Work will be considered Finally Complete.

9.13.3 **Performance of Punch List.** Contractor shall proceed promptly and in accordance with the Contract Time to correct and complete the items on the Final Completion Punch List, including, without limitation, any disputed items, and all such items of Work shall be completed by Contractor before the Work will be considered as Finally Complete.

9.13.4 **Request for Final Inspection.** Contractor shall notify County when Contractor believes that the Work is Finally Complete. County, Inspector of Record, Architect and such others as County deems necessary or appropriate will then make a further inspection to determine whether such Work is Finally Complete. If such inspection, or any subsequent re-inspection required pursuant hereto, discloses any item, whether or not included on the Final Completion Punch List, which must be completed or corrected before Final Completion, Contractor shall, as a condition of Final Completion, complete or correct such item, which shall then be re-inspected to confirm that such Work is Finally Completed. Contractor shall reimburse County, or County may at its option withhold from Contractor's payments, amounts incurred by County to the Inspector of Record, Architect, County Consultants or others whose services, for reasons within the control or responsibility of Contractor or the Subcontractors, are necessary for more than two (2) inspections to determine Final Completion.

9.13.5 **Notice of Final Completion**. When County determines that the Work is Finally Complete, County will prepare a Notice of Final Completion on the County's form, which shall state the date of Final Completion. Regardless of the date the Notice of Final Completion is issued, Final Completion shall be deemed to have occurred on the date stated in the Notice of Final Completion.

9.13.6 **Acceptance by County**. Acceptance may be exercised by County, in its sole and absolute discretion, either after Final Completion or, without waiving or releasing Contractor from any of its obligations under the Contract Documents, at any time after Substantial Completion and prior to Final Completion.

9.13.7 **Notice of Completion.** In addition to issuance of the Notice of Substantial Completion and Notice of Final Completion, County shall have the right, exercised in its sole and absolute discretion, to record a Notice of Completion pursuant to California Civil Code §9204.

9.13.8 **No Waiver by County.** No inspections conducted pursuant to this Article 9 nor any approvals or certificates issued by County, Architect or Inspector of Record shall be deemed to be a waiver or limitation on County's right to insist on Final Completion and full performance of all other conditions to Final Payment under the Contract Documents prior to issuance of Final Payment to Contractor.

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ARTICLE 10
INSPECTIONS, SAFETY AND HAZARDOUS SUBSTANCES

10.1 INSPECTIONS

10.1.1 **General.** One or more Inspectors of Record, including special inspectors as required, may be employed by County and assigned to the Work. The fees of Inspectors of Record shall be directly paid for by County. IF INSPECTORS OR RECORD ARE ASSIGNED TO THE WORK, THEN NO WORK SHALL BE CARRIED ON EXCEPT UNDER THE INSPECTION, AND WITH THE KNOWLEDGE, OF THE APPROPRIATE INSPECTOR(S) OF RECORD, and Contractor shall be responsible, at Contractor's Own Expense, to remove and replace any Work performed without such inspection by the appropriate Inspector of Record.

10.1.2 **Coordination.** Contractor shall schedule, arrange, and coordinate its activities with the activities of the County, Inspectors of Record, Architect, County Consultants and others designated by County to inspect or observe the Work. When, in order to comply with the intent of the Contract Documents, inspection or observation must be made at the plant or mill of the manufacturer or fabricator of material or equipment, Contractor shall notify the County, as well as any other persons identified by County as assigned by it to inspect or observe the Work, a sufficient length of time in advance to allow for arrangements to be made for such inspection or observation.

10.1.3 **Uncovering of Work.** County or an Inspector of Record shall have the right to request that any portion of the Work be uncovered by Contractor for inspection. Except as otherwise provided in Paragraph 10.1.1, above, if such Work is found to be in accordance with the Contract Documents, then all of the additional costs incurred in uncovering, replacing and re-covering the Work shall constitute grounds for Contractor, upon proper notice and request pursuant to Article 7, above, to receive a Contract Adjustment for Compensable Change and if such uncovering, replacing and re-covering of the Work causes a Delay, such Delay shall constitute grounds for Contractor, upon proper and timely notice and request pursuant to Article 8, above, to receive a Contract Adjustment for Compensable Delay. If such Work is not in accordance with the Contract Documents, then such costs of uncovering, replacing and re-covering shall be paid for by Contractor at Contractor's Own Expense and any resulting Delay shall be consider an Unexcused Delay.

10.1.4 **Off-Hours Inspections.** Contractor shall request approval by County before arranging any inspections either: (1) before 7:00 am or after 3:00 pm on Monday through Friday, or (2) on any Saturday, Sunday, holiday or any other time when Work is not usually in progress. Such request shall be delivered to County at least two (2) working days in advance of the inspection being performed. Approval or disapproval of such request is in the sole and absolute discretion of County. Except where such off-hours inspections are due to a breach by County of an obligation under the Contract Documents, the additional cost (over and above that which would be required for inspections during regular business hours) to County of the inspection shall be paid for by Contractor at Contractor's Own Expense.

10.1.5 **Access to the Work.** Contractor shall make available for use by County, Inspectors of Record, Architect, County Consultants and others assigned to inspect or observe the Work, any equipment (wheelbarrow, shovel, ladder, man-lift, etc.) that is available or in use on Site, and is required to assist in such inspections or observations.

10.1.6 **Right to Stop Work.** County shall have the right, but not the obligation, to order Contractor to stop performance of Work. Inspectors of Record shall, only if and to the extent permitted by Applicable Laws or if they are given written authority to do so by County, have the authority, but not the obligation, to stop the Work whenever provisions of Contract Documents are not being complied with, or the conduct of the Work poses a probable risk of harm to persons or property.

10.1.7 **No County Duty.** No authority of the County, Inspectors of Record, Architect, County Consultants or others designated by County to inspect the Work that is conferred by the Contract Documents nor any decision made by any of them in good faith either to exercise or not exercise such authority, nor any recommendation by any of them, shall give rise to a duty or responsibility on the part of any of them to Contractor or to the Subcontractors, of any Tier.

10.1.8 **Contractor Responsibility.** Inspections or observations by the County, Inspectors of Record, County Consultants or others shall not in any way relieve Contractor from its sole responsibility for full compliance with all of the terms and conditions of the Contract Documents, nor be construed to lessen, to any degree, Contractor's responsibility for providing efficient and capable superintendence as required herein or for incorporating into the Work only those items of the Work that conform to the Contract Documents.

10.1.9 **Reimbursement to County.** Without limitation to any other provisions of the Contract Documents, Contractor shall reimburse the County at Contractor's Own Expense, or County shall have the right, at its option, to withhold from payments due to Contractor, costs of inspections, observations or testing and other Losses that are incurred for any of the following reasons: (1) Contractor has failed to execute the Work in accordance with the Contract Documents; (2) materials or equipment have been substituted by Contractor, without prior approval by the County and Architect; (3) Defective Work; or (4) to conduct load testing of certain portions of the structure that have not fully met the requirements of the Contract Documents.

10.2 SAFETY PRECAUTIONS AND PROGRAMS

10.2.1 **General Safety Obligation.** Contractor shall, notwithstanding the activities of others (such as, but not limited to, the County, Architect, Inspectors of Record, County Consultants or others designated by County to prepare safety recommendations or inspect or observe the Work), be solely responsible, on a twenty-four (24) hours a Day, seven (7) Days a week basis, for initiating, maintaining and supervising all safety precautions and programs on the Site in connection with the preparation, performance, observation or inspection of the Work, including all necessary precautions to protect and safeguard all persons and property from loss, injury, death or damage resulting, directly or indirectly, from the activities of Contractor or the Subcontractors, including, without limitation, all of the following:

.1 persons in and around the Site, as well as their personal property and vehicles;

.2 the Work, materials and equipment to be incorporated therein under care, custody or control of Contractor or the Subcontractors, of any Tier, whether in storage on or off the Site, including, without limitation, the provision of temperature control, covering and enclosures necessary to prevent Loss due to adverse weather conditions;

.3 other property at the Site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, curbs, roadways, structures (including, without limitation, protection from settlement or loss of lateral support) and utilities not designated for removal, relocation or replacement in the course of construction; and

.4 construction and operations by the County, Architect and Inspectors of Record.

10.2.2 **Contractor's Safety Program.** Prior to starting the Work, Contractor shall prepare and submit to County a Safety Program, which shall comply with the requirements of the Contract Documents and shall include, at a minimum, guidelines, requirements and procedures for the following: safety management policy; emergency response plan; illness and injury prevention procedures; safety meetings; accident investigation; basic accident causes; safety inspection checklist; fire prevention and control; report forms; and employee safety manual and procedures for achieving compliance with safety requirements of insurers. A copy of the Safety Program shall be maintained on Site at all times and provided to the County upon request. Contractor is solely responsible for monitoring activities at the Site for compliance with the Safety Program and for the enforcement thereof.

10.2.3 **Safety Orders.** Contractor shall comply with all Applicable Laws, including, without limitation, all safety laws, standards, orders, rules, regulations and building codes, to prevent accidents or injury to persons on, about or adjacent to the Site and to provide a safe and healthful place of employment. Contractor shall, at Contractor's Own Expense, correct any violations of Applicable Laws occurring or threatened by conditions on the Site.

10.2.4 **Safety Representative.** Contractor shall designate a responsible member of its organization on the Site, who meets the qualification and competency requirements of Applicable Laws and whose sole duty shall be giving safety instructions, prevention of accidents and overall job site safety (including, without limitation, posting of information and other notices regarding safety that are required under occupational safety and health laws and

compliance with reporting and other occupational safety requirements pertaining to the protection of the life, safety and health of the workers). The name of the person so designated shall be reported to the County by Contractor prior to the commencement of any Work on the Site.

10.2.5 **Protection.** Contractor shall take reasonable precautions to protect the Work and all building materials, equipment, temporary field offices, storage sheds, and other public and private real and personal property that might be affected, directly or indirectly, by Contractor's activities associated with performance of the Work, and shall make good, at Contractor's Own Expense, all Loss due to failure to provide such reasonable precautions.

10.2.6 **Safeguards, Disabled Access.** Contractor shall erect and maintain, as required by existing conditions and performance of the Work, all necessary safeguards for safety and protection, including, without limitation, safety devices, belts, nets, barriers, safety rails, canopies, danger signs, fire protection, no smoking prohibitions, warnings against hazards, safety regulations postings and notifications to owners and users of adjacent sites and utilities, and shall, as required by Applicable Laws, make provision for access for, and provide assistive devices to, persons with disabilities, including, without limitation, providing safe pathways of travel around areas where construction is being performed so that occupants, visitors, the public and others on the Site with disabilities are afforded reasonably direct and barrier-free access to areas of the Site and Existing Improvements.

10.2.7 **Fire, Explosives, Hazardous Substances.** Contractor shall take all necessary precautions to guard against and eliminate possible fire hazards. Explosives may be used or stored only when authorized in writing by the County. Explosives shall be handled, used and stored in accordance with Applicable Laws. When use or storage of explosives or other Hazardous Substances or methods of construction involving use of dangerous materials or equipment are necessary for execution of the Work, Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

10.2.8 **First Aid.** Contractor shall maintain emergency first aid treatment for all workers and other persons on the Project which complies with the Federal Occupational Safety and Health Act of 1970 (29 U.S.C.A. §§651 et seq.) and all other Applicable Laws.

10.2.9 **Unsafe Conditions.** Contractor shall immediately correct any condition that exists on the Site, or that County, in its reasonable judgment, determines to exist on the Site, that is unsafe or potentially unsafe to persons or property.

10.2.10 **Responsibility for Loss.** Contractor shall promptly remedy Loss to any property or person caused in whole or in part by the failure of Contractor, the Subcontractors, of any Tier, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable to fully comply with the requirements of this Article 10, except Loss attributable solely to the negligent acts or omissions of the County, Inspectors of Record, Architect, County Consultants or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, and not attributable, in whole or in part, to the negligence, willful misconduct or violation of Applicable Laws by Contractor or a Subcontractor, of any Tier, or the failure by Contractor to comply with the Contract Documents. The foregoing obligations of Contractor are in addition to and not a limitation upon Contractor's indemnity obligations under Section 3.18, above.

10.2.11 **Loading, Storage.** Contractor shall be responsible for coordinating the storage and staging of materials and equipment on-Site and off-Site and shall not load or store or permit any part of the Work or the Site to be loaded or stored so as to endanger the safety of persons or risk loss or damage to property.

10.2.12 **Emergency.**

.1 **Contractor Responsibility.** In an emergency involving safety or protection of persons or property, Contractor shall act immediately, either at County's direction or as otherwise necessary under the circumstances, to prevent any Loss. In such cases, Contractor shall immediately notify County, which notice may be oral, followed within twenty-four (24) hours after occurrence of the incident by written confirmation of the occurrence of such emergency and Contractor's action in response thereto.

.2 **County Action.** If, in the sole discretion of County, the condition is immediately threatening life or property, County may, with or without notice to Contractor, take whatever immediate action is necessary to

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correct the life-threatening condition, and the costs thereof, including, without limitation, any fees or costs of Architect, Inspectors of Record, County Consultants or others to whom County may be liable, shall be borne by Contractor at the Contractor's Own Expense.

10.2.13 **No County Responsibility.** Nothing set forth in this Section 10.2 or elsewhere in the Contract Documents shall be interpreted as an assumption of any responsibility on the part of County or other persons or entities other than the Contractor and the Subcontractors, to report such conditions to Contractor nor as relieving Contractor of any of its responsibilities under the Contract Documents.

10.2.14 **Separate Contractors.** With respect to work of a Separate Contractor being performed within an area of the Site that is under the responsibility or control of the Contractor, Contractor shall: (1) provide copies of the Safety Program to the Separate Contractors and advise the Separate Contractors of the areas of the Site to which the Safety Program applies and where compliance with the Safety Program is expected; (2) protect the Separate Contractors' work and workers from Loss due to the actions or inactions of Contractor and the Subcontractors; and (3) notify the Separate Contractor and County of any observed violation by the Separate Contractor of the Safety Program or of any violations by the Separate Contractor of Applicable Laws governing safety on the Site. Nothing herein shall be interpreted as relieving the Separate Contractors from their obligations to comply with the Contractor's Safety Program, as excusing any failure by a Separate Contractor from performing its obligations under its contracts with County or Applicable Laws or as obligating Contractor to directly supervise or enforce the obligations of the Separate Contractors to comply with the requirements of the Safety Program or Applicable Laws relating to safety.

10.3 HAZARDOUS SUBSTANCES, MOLD

10.3.1 Hazardous Substances.

.1 On Site Conditions.

(1) Existing Conditions. In the event Contractor or its Subcontractors encounter materials existing or otherwise present at the Site that are reasonably believed to be Hazardous Substances that have not been rendered harmless, Contractor and Subcontractors shall, except in cases where the removal, encapsulation or abatement of such Hazardous Substances is indicated by the Contract Documents to be part of the Work to be performed by Contractor, immediately stop Work in the area affected and report the condition to County in writing. Contractor and Subcontractors shall continue Work in unaffected areas reasonably believed safe. County shall then promptly arrange for the sampling, testing and profiling of such suspected Hazardous Substances to confirm the nature, quantity or concentration thereof. In the event that such suspected Hazardous Substances are determined not to be Hazardous Substances or to be Hazardous Substances but not of sufficient nature, quantity or concentration to trigger handling and manifesting of the same as a hazardous waste upon disturbance and removal, then Contractor and its Subcontractors shall, without any Contract Adjustment, be obligated to resume the portion of the Work that was suspended and shall proceed to handle and dispose of such materials pursuant to the Contract Documents, taking all reasonable precautions that are applicable under the circumstances. If, alternatively, the suspected Hazardous Substances are determined to be Hazardous Substances of sufficient nature, quantity or concentration to trigger handling and manifesting of the same as hazardous waste upon disturbance and removal, the parties shall determine what, if any, action to take with respect to such Hazardous Substances, whether to resume Work with respect to such Hazardous Substances, taking all reasonable precautions that are applicable under the circumstances, and what, if any, Contract Adjustment is appropriate and mutually agreed in order to account for any increased cost of, or Delay in connection with, handling or disposal of Hazardous Substances not already contemplated and provided for in the Contract Documents.

(2) Contractor Release. Contractor and its Subcontractors shall not cause the discharge, release, emission, spill, storage, treatment or disposal of any Hazardous Substance on or adjacent to the Site, except as required and permitted by the Contract Documents and Applicable Laws in connection with Contractor's performance of an obligation to remove Hazardous Substances as part of the Work agreed to be performed under the Contract Documents or as otherwise required under the provisions of this Subparagraph 10.3.1.1. Should Contractor or its Subcontractors discharge, release, emit, spill, treat, store or dispose of any Hazardous Substance on the Site in violation of the foregoing obligation or otherwise in violation of Applicable Laws, Contractor shall at Contractor's Own Expense and without limitation to County's other rights or remedies for default immediately (a) inform County in writing of such event, (b) advise County with respect to any release reporting or

notification requirement that may apply as a result of such event, (c) assist County in complying with any such reporting or notification requirement as determined by County, and (d) perform any investigation, remediation, removal or other response that is necessary or desirable in order to abate or clean up the condition resulting from such event to the full satisfaction of County and any applicable Governmental Authority. Such Hazardous Substances shall be removed and properly disposed of as soon as they can be accepted at an appropriate disposal facility, and in no event later than sixty (60) Days after such waste is generated, unless a longer time is approved by County.

.2 **Remediation by Contractor.**

(1) **Application.** The provisions of this Paragraph 10.3.1.2 shall apply only if the Work to be performed by Contractor includes within its scope the removal, abatement, moving, handling, containment, disposal or transport of Hazardous Substances

(2) **Advance Submissions to County.** Before Contractor or any of its Subcontractors moves, removes, or transports Hazardous Substances to a facility for the receipt, treatment, storage or disposal of the Hazardous Substances ("Hazardous Substances Facility"), Contractor shall cause the person or entity who will be moving, removing or transporting the Hazardous Substances to provide to County the following: (a) verification of the Hazardous Substance Facility's or other transporter's licensed status to haul such materials; (b) verification of the Hazardous Substance Facility's licensed status, including a current permit to receive the specific materials to be transported there; (c) certification that the Hazardous Substance Facility is not under enforcement action by the U.S. Environmental Protection Agency ("EPA") or applicable State Governmental Authority or listed on any applicable EPA or applicable State Government Authority list of violating facilities; (d) verification of the Hazardous Substances Facility's EPA Identification Number (if applicable); and (e) original executed letter(s) of indemnity from the Hazardous Substances Facility bearing the Hazardous Substance Facility's letterhead. Contractor further warrants that the selected Hazardous Substance Facility is appropriately licensed and permitted to store, treat and dispose of Hazardous Substances waste in connection with the Work.

(3) **Contractor Responsibility.** Contractor warrants that it is aware of and understands the hazards which are presented to persons, property and the environment in performance of the transportation, storage and disposal of the Hazardous Substances described in the Contract Documents. Contractor and its Subcontractors and agents shall be responsible for the following: (a) processing the application for, and receiving on behalf of the County or appropriate entity, an EPA or state-equivalent generator identification number (if required); (b) preparing manifests and other shipping documents; (c) making all necessary arrangements (after consultation with County) for any off-Site transportation, treatment, storage and disposal of such Hazardous Substances in accordance with Applicable Laws; (d) ensuring the proper and lawful transportation and disposal of such Hazardous Substances, even if such services are performed by other entities under contract with Contractor or its Subcontractors; and (e) taking any necessary actions to ensure such proper transport and disposal in the event of any contingency, such as the rejection of the Hazardous Substances as nonconforming by any waste disposal facility. Contractor shall promptly provide to County copies of all manifests and other shipping documents confirming the receipt and proper disposal of all Hazardous Substances at the Hazardous Substances Facility, even if such services are performed by other entities under contract with Contractor or its Subcontractors.

(4) **Reporting Requirements.** Contractor shall comply with any Hazardous Substances release reporting requirements to Governmental Authorities directly applicable to Contractor. Notice of such reporting must be provided in advance to County or concurrently in the event of an emergency.

(5) **Samples.** Contractor and its Subcontractors shall retain all media samples for the longer of (a) the longest holding period specified in any federal, state or local laboratory analytical procedures or guidance for the analyses performed; or (b) three months for soil samples and thirty (30) Days for water samples. Further storage or transfer of samples will be made at County's expense upon County's written request of Contractor. Contractor shall require by contract that each and every Subcontractor and agent of Contractor or a Subcontractor who performs testing of samples in connection with the Work properly disposes of such samples in accordance with Applicable Laws after completion of testing and notice to County. Regarding any such samples which may remain on-Site, provided County has approved of such on-Site storage in advance, County agrees to pay all costs associated with the storage, transport, and disposal of such samples.

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(6) **Verification.** Upon Final Completion of the Work, Contractor shall confirm to County in writing that: (a) all Hazardous Substances specified for removal in the Contract Documents have been removed; and (b) all Hazardous Substances wastes removed from the Site as part of the Work have been disposed of in accordance with this Subparagraph 10.3.1.2 and Applicable Laws in a Hazardous Substances Facility.

10.3.2 **Mold.** Contractor is responsible to immediately notify County in writing if any conditions in the construction materials incorporated or to be incorporated into the Work or present in Existing Improvements are encountered at the Site that Contractor or any Subcontractor knows or, in the exercise of due care of a Contractor and not that of a consultant with special or technical expertise in the subject of Mold, should know indicate the presence of Mold or if untreated are likely to result in the growth of Mold. Contractor shall thereafter take such precautions as are reasonably required to prevent the exposure of persons to such conditions until they have been evaluated. Except as otherwise authorized by the Contract Documents or as are usual and customary according to prevailing standards of the construction industry in the vicinity of the Project, Contractor shall not allow water or moisture to come into contact with materials in Existing Improvements or with materials located at the Site that are incorporated or to be incorporated into the Work and if such contact occurs, the areas affected shall be inspected by Contractor, using appropriate consultants experienced in testing and evaluating Mold, for the presence of Mold and evaluated for the potential of future growth of Mold. All portions thereof that are found to indicate the presence of Mold, or that are found to be in a condition that has the potential for becoming a source of Mold, shall be removed and replaced. Costs incurred by Contractor due to its failure to perform its obligation under this Paragraph 10.3.2 shall be borne by Contractor at Contractor's Own Expense.

10.3.3 **Release of County.** Contractor assumes the risk that its employees or the employees of its Subcontractors, and other persons that they cause or permit to be present on the Site, may be exposed to known or unknown Hazardous Substances or Mold. Under no circumstances shall County be liable for, and Contractor hereby fully and unconditionally releases County and the other Indemnitees from, and agrees to defend and indemnify County and the other Indemnitees on the terms set forth in Section 3.18, above, against, any and all known and unknown Losses resulting from or relating to the exposure of any employee of Contractor or its Subcontractors, or other person that they cause or permit to be present on the Site, to: (1) Hazardous Substances or Mold encountered in connection with or as a result of the performance of the Work, or (2) Hazardous Substances or Mold not necessarily encountered in connection with the performance of the Work, but to which any of them may nevertheless be exposed as a result of their being present on the Site.

10.3.4 **Communications with Governmental Authorities.** Contractor shall provide to County copies of all written communications with Governmental Authorities or others relating to Hazardous Substances or Mold (other than privileged communications); provided, however, that non-disclosure of privileged communications shall not limit Contractor's obligation to otherwise comply with the terms of the Contract Documents, including, without limitation, this Section 10.3.

10.3.5 **Subcontractors.** Contractor shall include provisions in all contracts it enters into with Subcontractors for the Work requiring them to assume toward Contractor and County the same obligations that Contractor assumes toward County under this Section 10.3. Contractor shall require the Subcontractors to ensure that such provisions are included in all contracts they enter into with all lower-Tier Subcontractors.

ARTICLE 11
INSURANCE

11.1 INSURANCE

11.1.1 **Contractor's Insurance Requirements.** Without limiting or diminishing any of the Contractor's obligations to defend, indemnify or hold the County harmless as set forth elsewhere in the Contract Documents, Contractor shall procure and maintain or cause to be maintained throughout the performance of the Work and for the duration of any guarantee or warranty provided under the Contract Documents, at Contractor's Own Expense, the following insurance coverages:

.1 **Workers' Compensation.** If the Contractor has "employees", as defined by the State of California, the Contractor shall provide a policy of statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Such policy shall include Employers' Liability (Coverage B) including

Occupational Disease with limits not less than $1,000,000 per person per accident. Such policy shall be endorsed to waive subrogation in favor of the County and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement. Pursuant to §3700 of the California Labor Code, Contractor shall file with the County before commencing the Work the following signed certification:

> *"I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I shall comply with such provisions before commencing the performance of the Work of this Construction Contract."*

.2 **Commercial General Liability.** Contractor shall provide a policy of Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of Contractor's performance of its obligations hereunder. Such policy shall name the County, its agencies, districts, special districts and departments, and their respective directors, officers, elected or appointed officials, agents, employees and representatives, including, without limitation, the members of the Board of Supervisors, and all other Indemnitees, as "additional insureds" and contain a waiver of subrogation in favor of the County and all other such additional insureds. Such policy's limit of liability shall not be less than $1,000,000 per occurrence combined single limit. If such policy contains a general aggregate limit, it shall apply separately to the Construction Contract or be no less than two (2) times the occurrence limit.

.3 **Vehicle Liability.** If vehicles or mobile equipment are used in the performance of the Work or other obligations under the Contract Documents, then Contractor shall provide a policy of liability insurance converage 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 policy contains a general aggregate limit, it shall apply separately to the Construction Contract or be no less than two (2) times the occurrence limit. Such policy shall name the County, its agencies, districts, special districts and departments, and their respective directors, officers, elected or appointed officials, agents, employees and representatives, including, without limitation, the members of the Board of Supervisors, and all other Indemnitees, as "additional insureds" and contain a waiver of subrogation in favor of the County and all other such additional insureds.

.4 **Property (Physical Damage).** Contractor shall provide a policy of all-risk property insurance coverage for the full replacement value of all Contractor's equipment, improvements/alterations, temporary structures, and systems, including without limitation, items owned by others in the Contractor's care, custody or control, used on the Site or other County-owned property, or used in any way connected with the performance of the Work.

.5 **Builder's All Risk (Course of Construction) Insurance.** The Bid Form utilized by Contractor to prepare its Bid states whether the Contractor shall include Builder's All Risk (Course of Construction) Insurance for the Project. If the Bid Form states that such insurance shall be included by the Bidder in its Bid, then Contractor shall provide a policy of Builder's All Risk (Course of Construction) insurance coverage including (if the Work is located in an earthquake or flood zone or if required on financed or bond financing arrangements) coverage for earthquake and flood, covering the County, Contractor and every Subcontractor, of every Tier, for the entire Project, including property to be used in the construction of the Work while such property is at off-Site storage locations or while in transit or temporary off-Site storage. Such policy shall include, but not be limited to, coverage for fire, collapse, faulty workmanship, debris removal, expediting expense, fire department service charges, valuable papers and records, trees, grass, shrubbery and plants. If scaffolding, falsework and temporary buildings are insured separately by the Contractor or others, evidence of such separate coverage shall be provided to County prior to the start of the Work. Such policy shall be written on a completed value form. Such policy shall also provide coverage for temporary structures (on-Site offices, etc.), fixtures, machinery and equipment being installed as part of the Work. Contractor shall be responsible for any and all deductibles under such policy. Upon request by County, Contractor shall declare all terms, conditions, coverages and limits of such policy. NOTWITHSTANDING THE FOREGOING, COUNTY RETAINS THE RIGHT EXERCISED AT ANY TIME PRIOR TO AWARD TO ELECT TO USE ITS OWN BUILDER'S ALL RISK (COURSE OF CONSTRUCTION) INSURANCE and in the event County so elects to deduct the price for such insurance that is stated in Contractor's Bid, or if not so stated the amount included by Contractor for such insurance in the preparation of the Contractor's Bid, from the Contract Price by means of a Contract Adjustment

pursuant to Change Order or Unilateral Change Order. If the County so provides the All Risk (Course of Construction) insurance for the Project, then Contractor shall assume the cost of any and all applicable policy deductibles (currently, $50,000 per occurrence) and shall insure its own machinery, equipment, tools, etc. from any loss of any nature whatsoever.

11.1.2 **Other Mandatory Insurance Requirements.** The Contractor shall comply with the following requirements, which shall be deemed applicable to all carriers and insurance policies provided pursuant to Paragraph 11.1.1, above:

.1 **Insurer Rating.** Any and all insurance carrier(s) providing insurance coverage under any and all policy(ies) of insurance provided by Contractor pursuant to Paragraph 11.1.1, above, 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, and if the County's Risk Manager waives such requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term);

.2 **Self Insured Retentions.** Contractor shall advise County in writing the dollar amount of any "self insured retention" maintained by the Contractor that exceeds $500,000 per occurrence. Each such self insured retention must have the prior written consent of the County Risk Manager before the commencement of any Work or operations or activities relating to the Work. If Contractor is notified that a self insured retention is unacceptable to the County, then at the election of the County, exercised in the County's sole and absolute discretion, by means of the written approval of the County's Risk Manager, the insurance carriers affected shall either: (1) reduce or eliminate such self-insured retention as respects the Construction Contract; or (2) procure a bond, satisfactory to County and approved by County in writing, which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

.3 **Evidence of Insurance.** Contractor shall cause Contractor's insurance carrier(s) to furnish to the County either: (1) properly executed original certificate(s) of insurance and certified original copy(ies) of endorsement(s) effecting the coverage(s) required by this Section 11.1, or (2) if requested to do so orally or in writing by the County Risk Manager, provide original, certified copy(ies) of policy(ies) including all endorsement(s) and all attachment(s) thereto, showing such insurance is in full force and effect. Such certificate(s) and all policies of insurance provided by Contractor pursuant to this Section 11.1 shall contain the covenant of the insurance carrier(s) that thirty (30) Days' written notice shall be given to the County prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. Each certificate of insurance and endorsement shall be signed by an individual expressly authorized by the insurance carrier to do so on the carrier's behalf. Contractor shall, if requested, provide written proof of such authorization. ***Contractor shall not commence any Work or any activities or operations related to the performance of the Work unless and until Contractor has complied with all of the requirements of this Section 11.1.***

.4 **Modification, Cancellation, Changes in Limits.** A material modification, cancellation, expiration, or reduction in coverage, shall constitute an Event of Contractor Default for which County shall have right, without limitation to its other rights or remedies provided for in the Contract Documents or under Applicable Laws, to terminate this Construction Contract. Such Event of Contractor Default may only be deemed cured if the County receives, prior to the effective date of such material modification, cancellation, expiration or reduction in coverage, properly executed original certificate(s) of insurance and original, certified copy(ies) of policy(ies) and endorsement(s), including all attachment(s) thereto, evidencing that the coverage(s) required by this Section 11.1 is(are) and will continue, without any gap in coverage, in full force and effect in accordance with all of the requirements of this Section 11.1

.5 **Primary Coverage.** It is understood and agreed to by County and Contractor that the Contractor's insurance coverage(s) provided under this Section 11.1 shall be construed as primary insurance, and the County's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

.6 **Additional Coverages.** County reserves the right to modify, adjust, add to and/or increase the types, amounts and terms of any insurance required under this Section 11.1 if the County Risk Manager determines, in the exercise of his/her sole and absolute discretion, that the type, amount or terms of the insurance required by this Section 11.1 has(have) become inadequate or that additional risk or exposure exists (such as, without

limitation, the use of aircraft, watercraft, cranes, etc.) due to: (1) a Change in the Work; (2) the period of time of Contractor's actual performance of the Work continuing for longer than five (5) years from the Date of Commencement, whether due to Contract Adjustment or for any for any other reason; or (3) other circumstances not reasonably foreseeable to County.

.7 **Subcontractors.** Contractor shall include provisions in its subcontracts requiring each Subcontractor to assume an obligation toward Contractor to furnish insurance that complies with all of the requirements of this Section 11.1 as apply to Contractor's insurance provided to Owner and requiring such Subcontractors to furthermore include provisions in their contracts with lower-Tier Subcontractors likewise requiring such lower Tier Subcontractors assume the same obligations for providing such insurance and for passing through all such obligations to all lower Tier Subcontractors.

.8 **Self-Insurance.** If approved by County, in the exercise of its sole and absolute discretion, the insurance requirements contained in this Section 11.1 may be met with a program(s) of self-insurance provided that such program has been submitted to County and approved in writing by County prior to commencement of the Work or of any activity or operation related to the performance of the Work.

.9 **Notice of Claim.** 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 the Work.

ARTICLE 12
BONDS

12.1 PERFORMANCE BOND AND PAYMENT BOND

12.1.1 **Performance and Payment Bonds.** Within ten (10) Days after the issuance of the Notice of Intent to Award and prior to commencing Work, Contractor shall deliver to County a good and sufficient labor and materials payment bond ("Payment Bond") and a good and sufficient performance bond ("Performance Bond"), each in the amount of one hundred percent (100%) of the Contract Price.

12.1.2 **Changes.** The penal amounts of the Performance Bond and Payment Bond shall be increased on account of Change Orders and Unilateral Change Orders increasing the Contract Price. If requested by County, Contractor shall deliver to County evidence of such increases.

12.1.3 **Replacement.** Should any bond required hereunder or any Surety on such bond become or be determined by County to be insufficient, it shall be replaced within ten (10) Days by a bond that fully complies with the requirements of this Section 12.1.

12.1.4 **Duration.** The Payment Bond shall remain in effect until Acceptance of the Work and all Claims of Contractor and the Subcontractors, of any Tier, have been fully and finally resolved. The Performance Bond shall remain in effect and assure faithful performance of all Contractor's obligations under the Contract Documents, including, without limitation, all warranty obligations.

12.1.5 **Condition of Payment.** No payments to Contractor for Work performed shall be made or due until there has been full compliance with the requirements of this Section 12.1.

12.1.6 **Surety Rating.** Any Surety company issuing the Payment Bond or Performance Bond shall be, at all times while such bond is in effect, an Admitted Surety. The Surety company issuing the Performance Bond shall additionally have at all such times a current A.M. Best rating of A VIII (A:8) or better.

12.1.7 **Premiums.** The premiums for the Performance Bond and Payment Bond are included in the Contract Price and shall be paid by Contractor at Contractor's Own Expense.

12.1.8 **Obligee.** The Performance Bond shall name County as obligee. All performance bonds, if any, purchased by Subcontractors shall name County as a dual obligee with Contractor.

12.1.9 **No Exoneration.** The Performance Bond and Payment Bond shall contain provisions to the effect that Changes, Change Orders, Unilateral Change Orders, Construction Change Directives, Modifications, Changes and Contract Adjustments shall in no way release or exonerate Contractor or its Surety from their obligations and that notice thereof is waived by the Surety.

12.1.10 **Communications.** County shall have the right to communicate with Surety with respect to matters that are related to performance of the Work. Contractor shall be provided with a copy of all such communications that are in writing. Such communications shall not create or be interpreted as creating any contractual obligation of County to Surety.

12.1.11 **No Limitation.** The requirements of this Section 12.1 pertaining to the Performance Bond and the Payment Bond shall be without limitation to any other obligations Contractor may have under Applicable Laws to provide bonding for the benefit of, and to assure payment to the Subcontractors performing the Work for, the Project.

12.1.12 **Subcontractor Bonds.** Each performance bond, if any, furnished by a first-Tier Subcontractor shall include a provision whereby the Surety consents to the contingent assignment of Contractor's rights under such bond to County as provided in Section 5.3, above.

12.1.13 **Claims.** By incorporation of the Construction Contract into the Performance Bond issued by Surety, Surety shall be deemed, subject to the other terms of the Performance Bond, to be bound by all of the obligations assumed by Contractor under the Contract Documents, including, without limitation, bound by any determination, resolution, award or judgment entered or made upon any Claim by or against Contractor.

ARTICLE 13
UNCOVERING AND CORRECTION OF THE WORK

13.1 UNCOVERING OF THE WORK

If a portion of the Work is covered contrary to the request or direction of County, Inspector of Record or Architect, or contrary to the requirements of the Contract Documents, it must, if required by the any of them, be uncovered for observation and be re-covered by Contractor at Contractor's Own Expense.

13.2 CORRECTION OF THE WORK

Contractor shall promptly correct Defective Work, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. All such Defective Work shall be either: (1) replaced and all the Work disturbed thereby made good by Contractor at Contractor's Own Expense; or (2) County may exercise its option pursuant to Section 13.4, below, to accept such Work and adjust the Contract Price.

13.3 GUARANTEE TO REPAIR PERIOD

13.3.1 **Guarantee To Repair Period.** Besides guarantees and warranties required elsewhere in the Contract Documents, Contractor guarantees the Work as provided hereinbelow. The period of this guarantee, termed the "Guarantee To Repair Period," is for one (1) year commencing as follows:

.1 for any portion of the Work that, upon Substantial Completion of the overall Work, is fully and finally complete and usable in all respects independent of other portions of the Work that are not fully and finally complete, on the date of Substantial Completion of such portion of the Work;

.2 for space beneficially occupied or for separate systems fully utilized prior to Substantial Completion, from the first date of such beneficial occupancy or full utilization, as established by an appropriate written notice by County of intent to take beneficial occupancy; or

.3 for all Work other than that described in Subparagraph 13.3.1.1, above or Subparagraph 13.3.1.2, above, from the date of Final Completion of the Work.

13.3.2 **Repair by Contractor.** Subject to the provisions of Paragraph 13.3.3, below, Contractor shall do the following: (1) correct, repair, replace, remove and restore, to the County's satisfaction, any Defective Work that becomes apparent during the progress of the Work or during the Guarantee To Repair Period; (2) correct, repair, replace, remove and restore, to the County's satisfaction, any other parts of the Work and any other real or personal property which is damaged or destroyed as a result of Defective Work or the correction of Defective Work; and (3) remove from the Site all the Work identified by the County as Defective Work, whether incorporated or not and whether discovered before or after Substantial or Final Completion. Ordinary wear and tear, abuse, or neglect by County or by County employees, its staff, visitors, public or others (except for those under the control or responsibility of Contractor or its Subcontractors) who are authorized or admitted by County to enter, use or occupy the Work, or who enter, use or occupy the Work after Final Completion, are excepted from the foregoing guarantee. All Losses resulting from Defective Work, including, without limitation, all costs of such correction, repair, replacement, removal and restoration, additional testing, inspection and additional service fees and costs of the Inspector of Record, Architect, County Consultants or others whose services may be made necessary thereby as well as any Loss to any other parts of the Work and any other real or personal property which is damaged or destroyed as a result of Defective Work or the correction, repair, replacement, removal or restoration of Defective Work, shall be paid for by Contractor at Contractor's Own Expense. Contractor shall correct, repair, replace, remove and restore Defective Work at such times as are acceptable to the County and in such a manner as to avoid, to the greatest extent practicable, disruption to the activities of the County, its staff, visitors, the public or others. Contractor shall notify the County in writing upon the completion of such correction, repair, replacement, removal and restoration.

13.3.3 **Notice by County.** Except as otherwise provided in this Paragraph 13.3.3 where immediate corrections are needed due to dangerous conditions or risk of imminent Loss or interruption of County operations, the County will give notice to Contractor of Defective Work observed prior to Final Completion in accordance with the provision of Section 15.1, below, governing the occurrence of an Event of Contractor Default and the Contractor shall proceed to cure such Event of Contractor Default in accordance with the requirements of Section 15.1, below, and Paragraph 13.3.2, above. With respect to Defective Work observed after Final Completion, the County will give notice to Contractor with reasonable promptness and Contractor shall commence the correction, repair, replacement, removal and restoration as required by Paragraph 13.3.2, above, no later than ten (10) Days after mailing of such notice to Contractor and Contractor shall thereupon diligently and continuously prosecute such correction, replacement, repair, or restoration to completion. Notwithstanding the foregoing, if in the County's opinion the presence of Defective Work, whether observed prior to Final Completion or after Final Completion and during the Guarantee To Repair Period, poses a risk or threat: (1) to life, safety or the protection of property; (2) of imminent Loss to the County or to any other person or entity; or (3) of causing an interruption in the operations of the County, then County will have the right, in the exercise of its sole and absolute discretion, to proceed with correction or replacement of the Defective Work without prior notice to Contractor, but in such cases will attempt to notify Contractor as soon as possible of the conditions encountered and the action taken by County. Such action by County without prior notice to Contractor shall not relieve Contractor of its responsibility for the costs of such County action or for any Loss occasioned by the Defective Work or necessitated by the County's action, whether such Loss occurs before or after such County action is implemented or completed.

13.3.4 **Correction by County.** If Contractor fails to perform any of its obligations under Paragraph 13.3.2, above, to correct, repair, replace, remove or restore then County, or Separate Contractors under the County's direction, may, notwithstanding any other provisions of this Article 13, proceed to do so and all costs associated therewith (including, without limitation, the cost to store any materials removed) shall be the responsibility of and paid by Contractor at Contractor's Own Expense. Such action by County will not relieve Contractor of the guarantees provided in this Article 13 or elsewhere in the Contract Documents. In addition to Contractor's other obligations under Paragraph 13.3.2, above, Contractor shall correct, repair, replace, remove and restore, to the County's satisfaction and at Contractor's Own Expense any other parts of the Work and any other real or personal property that are damaged or destroyed as a result of such actions by County or the Separate Contractors.

13.3.5 **Sale.** If Contractor does not pay the costs of, or any of the Losses associated with, the correction, repair, replacement, removal or restoration required by the provisions of Paragraph 13.3.2 through Paragraph 13.3.4, above, then within five (5) Days after notice by the County, County may sell any materials or other items of Work removed at auction or at private sale or otherwise dispose of such materials or items and shall account for the net proceeds thereof, after deducting all such costs and Losses, and all costs of sale. If such net proceeds of sale do not cover the Losses for which Contractor is liable to the County, the County may at its option reduce the Contract Price or any payments due to Contractor by such deficiency or recover such deficiency from Contractor.

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13.3.6 **No Limitation.** Contractor's obligations under this Article 13 are in addition to, and not in limitation of, its warranty obligations under Section 3.5, above, and any other obligation, guaranty or warranty of Contractor or any other third party under the Contract Documents. Nothing contained in this Article 13 shall be construed to shorten any periods of limitation with respect to other obligations of Contractor under the Contract Documents that are for longer specified periods. Establishment of the Guarantee To Repair Period in no way limits either Contractor's liability for Defective Work or the time within which proceedings may be commenced to enforce Contractor's obligations under the Contract Documents.

13.4 ACCEPTANCE OF NONCONFORMING WORK

Notwithstanding any other provisions of the Contract Documents to the contrary, the County shall have the option, exercised in its sole and absolute discretion after notice to Contractor, in lieu of requiring that Defective Work be remedied or corrected, to reduce the Contract Price to reflect the reduced value of the performance received by County. Such option shall be exercised solely by written notice to Contractor and shall not be implied from any act or omission by County. If there are no remaining payments of the Contract Price to be made to Contractor, or if the remaining payments and retention are insufficient to cover the amount of the reduction of the Contract Price, Contractor shall promptly pay to County the amount of any such deficiency.

ARTICLE 14
MISCELLANEOUS PROVISIONS

14.1 GOVERNING LAW

The interpretation and enforcement of the Construction Contract and other Contract Documents and of the performance by the parties thereunder shall, notwithstanding application of the principles of conflicts of laws, be governed by the laws of the State of California. The Superior Court for the County of Riverside shall have exclusive jurisdiction and venue over any legal proceedings arising out of or involving the interpretation or enforcement of, or other matters relating to, the Construction Contract, the other Contract Documents or the performance of the parties thereunder.

14.2 TIME OF ESSENCE

All time limits stated in the Contract Documents relative to Contractor's performance of its obligations under the Contract Documents are of the essence.

14.3 SUCCESSORS AND ASSIGNS

The Construction Contract and other Contract Documents shall be binding on successors, assigns and legal representatives of County and Contractor, respectively. Contractor shall not assign, sublet or transfer an interest in or claim under this Construction Contract without advance written approval of County, which approval may be granted or withheld by County in its sole and absolute discretion, and any assignment, subletting or transfer without written approval by County shall be deemed void from its inception. Any assignment, subletting or transfer, whether or not approved by County, will not release Contractor from any of its obligations under the Contract Documents to County. County shall have the right to assign, sublet or transfer its interest in or any claim under the Construction Contract upon written notice to Contractor.

14.4 WRITTEN NOTICE

Any notice from one party to the other or otherwise under the Contract Documents shall be in writing and shall be dated and signed by the party giving such notice or by a duly authorized representative of such party. Any such notice shall be deemed to have been duly served if served in the following manner, and in accordance with Civil Code §8100 et seq.:

14.4.1 **Notice to County.** If notice is given to County: (1) by personal delivery thereof to County; or (2) by depositing same in United States mail, enclosed in a sealed envelope addressed to County at Economic Development Agency, Riverside Centre, 3403 Tenth Street, 4th Floor, Riverside, CA 92501, and to such other address as set forth in the Bidding Documents as the location for submission of Bids and sent by registered or certified mail with postage

prepaid, or express mail or overnight delivery by an express mail carrier; or (3) by leaving the notice and mailing a copy in the manner provided in Code of Civil Procedure §415.20.

14.4.2 **Notice to Contractor.** If notice is given to Contractor: (1) by personal delivery thereof to Contractor; or (2) by depositing same in United States mails, enclosed in a sealed envelope addressed to Contractor at its address stated in the Construction Contract, or if none is so stated at the address on the records of the Contractor's State License Board and sent by registered or certified mail with postage prepaid or express mail or overnight delivery by an express mail carrier; or (3) by leaving the notice and mailing a copy in the manner provided in Code of Civil Procedure §415.20.

14.4.3 **Notice to Claimant.** If notice is given to a claimant as defined in Civil Code §8004: (1) by personal delivery thereof to claimant; or (2) by depositing same in United States mail, enclosed in a sealed envelope addressed to claimant at its address stated in: a preliminary notice, stop payment notice, or claim against a payment bond; or on the records of the Contractor's State License Board; and sent by registered or certified mail with postage prepaid or express mail or overnight delivery by an express mail carrier; or (3) by leaving the notice and mailing a copy in the manner provided in code of Civil Procedure §415.20.

14.4.4 **Notice to Surety.** If notice is given to the Surety: (1) by personal delivery to the Surety; or (2) by depositing same in United States mail, enclosed in a sealed envelope, addressed to the Surety at the address of the Surety shown in the applicable Performance Bond or Payment Bond, or if none is shown, the address on the records of the Department of Insurance, and sent by registered or certified mail with postage prepaid or express mail or overnight delivery by an express mail carrier; or (3) by leaving the notice and mailing a copy in the manner provided in Code of Civil Procedure §415.20.

14.5 RIGHTS AND REMEDIES

14.5.1 **County Rights.** Rights and remedies available to the County under the Contract Documents are in addition to and not a limitation of County's rights and remedies otherwise available under other provisions of the Contract Documents or Applicable Laws.

14.5.2 **Writing Required.** Provisions of the Contract Documents may be waived by County only in writing signed by the Director stating expressly that it is intended as a waiver of specified provisions of the Contract Documents.

14.5.3 **Subsequent Breach.** A waiver by either party of any breach of any term, covenant, or condition contained in the Contract Documents shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained therein whether of the same or a different character.

14.6 NO NUISANCE

Contractor shall not maintain, commit or permit the maintenance or commission of any nuisance in connection with the performance of Work.

14.7 EXTENT OF AGREEMENT

The Contract Documents represent the full and complete understanding of every kind or nature between the parties and all preliminary negotiations and prior representations, proposals and contracts, of whatever kind or nature, are merged herein and superseded hereby. No verbal agreement or implied covenant shall be held to vary the provisions of the Contract Documents. Any modification of this Construction Contract or the other Contract Documents will be effective only by written instrument signed by both County and Contractor and shall, if required by Applicable Laws, be formally approved or ratified by the Board of Supervisors.

14.8 NO THIRD-PARTY RIGHTS

Nothing contained in the Construction Contract or the other Contract Documents is intended to make any person or entity who is not a signatory to this Construction Contract a third-party beneficiary of any right of Contractor (including,

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without limitation, any right of Contractor to a benefit derived from, or to the enforcement of, an obligation assumed by County) that is expressly or impliedly created by the terms of the Contract Documents or by operation of Applicable Laws.

14.9 SEVERABILITY

Should any part, term, portion or provision of the Construction Contract or the other Contract Documents, or the application thereof to any party or circumstance, be held to be illegal, invalid or in conflict with Applicable Laws, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms, portions or provisions, or the application thereof to any other party or circumstances, shall be deemed severable and the same shall remain enforceable and valid to the fullest extent permitted by Applicable Laws.

14.10 PROVISIONS REQUIRED BY APPLICABLE LAWS

Each and every provision of law and clause required by Applicable Laws to be inserted in the Construction Contract or other Contract Documents shall be deemed to be inserted in the Contract Documents shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or if inserted and requires correction, then upon request of either party these General Conditions shall forthwith be amended by the parties to the Construction Contract to make such insertion or correction.

14.11 SURVIVAL

All provisions of the Contract Documents that either expressly, or by their nature, require performance or assumption by Contractor of an obligation that extends beyond termination of the Construction Contract or Final Completion of the Work, including, without limitation, Contractor's obligations of, or relating to, indemnification, insurance, ownership of documents, retention and audit of books and records, warranties and guaranties and resolution of Claims shall be deemed to survive either termination of the Construction Contract or Final Completion of the Work.

14.12 FEDERAL GRANTS

In the event of a federal grant or other federal financing participation in the funding of the Project, Contractor shall, as required in connection with, or as a condition to, such federal grant or other federal financing participation, permit access to and grant the right to examine its books covering its services performed and expenses incurred under the Construction Contract or other Contract Documents by the federal agency and comply with all applicable federal agency requirements including, without limitation, those pertaining to work hours, overtime compensation, non-discrimination, and contingent fees.

14.13 PROHIBITED INTERESTS

Contractor agrees not to accept any employment or representation which will, or is likely to, make Contractor "financially interested" (as provided in California Government Code §§1090 and 87100, hereinafter "financially interested") in any decision made by County on any matter in connection with which Contractor has been retained in connection with the Project. Without limitation to the foregoing, transactions and interests prohibited by this Section 14.13 include the following: (1) no official or employee of County who is authorized in such capacity and on behalf of County to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with construction of the Project, shall become directly or indirectly financially interested in the performance of the Construction Contract or in any part thereof; (2) no officer, employee, architect, attorney, engineer or inspector of or for County who is authorized in such capacity and on behalf of County to exercise any executive, supervisory or other similar functions in connection with Construction Contract or in any part thereof; and (3) Contractor shall receive no compensation hereunder, and shall repay County for any compensation received by Contractor hereunder, should Contractor or any of the Subcontractors aid, abet or knowingly participate in violation of this Section 14.13.

14.14 ASSIGNMENT OF ANTI-TRUST ACTIONS

California Public Contract Code §7103.5(b), which is hereby incorporated by this reference, provides:

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"In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, contractor or the subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act, (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to Contractor, without further acknowledgement by the parties."

Contractor for itself and all the Subcontractors agrees to assign to County all rights, title and interest in and to all such causes of action Contractor and all the Subcontractors may have in connection with purchases related to or under the Contract Documents. This assignment shall become effective at the time County tenders Final Payment to Contractor, and Contractor shall require assignments from all the Subcontractors to comply herewith.

14.15 **NO WAIVER**

County's approval, acceptance, use or payment for any or part of Contractor's performance of the Work shall not in any way alter Contractor's obligations, or waive any of County's rights, under Contract Documents.

14.16 **CONSENT TO PHOTOGRAPHING**

Contractor is advised that County intends, from time to time, to take photographs, videotapes and/or motion pictures of the Work, and workers located on the Site and proximate settings. Contractor consents to the use of Contractor's name and likeness in instructional or training uses, news releases, advertising and/or publicity throughout the world in perpetuity, in all media now known or hereafter invented. Contractor shall include in its contracts with its Subcontractors a consent by the Subcontractor to the use of Subcontractor's name and the likenesses of its employees on the same terms as provided for herein applicable to such consent by Contractor.

ARTICLE 15
DEFAULT, TERMINATION AND SUSPENSION

15.1 **COUNTY REMEDIES FOR DEFAULT**

15.1.1 **Event of Default.** Each and any of the following shall be considered an Event of Contractor Default:

.1 Contractor files a petition, or has filed against it a petition, for bankruptcy or is adjudged bankrupt;

.2 Contractor makes a general assignment for the benefit of its creditors;

.3 a receiver is appointed on account of Contractor's insolvency;

.4 Contractor defaults, by failing or refusing to perform any obligation set forth in the Construction Contract, General Conditions or elsewhere in the Contract Documents (including, without limitation, the performance or installation of Defective Work) and thereafter: (1) fails to commence to cure such default within two (2) working days after receipt of written notice of default; (2) if the default can be cured within three (3) Days, Contractor fails or refuses after commencing to cure in accordance with Clause (1) hereof to fully cure such default within three (3) Days after receipt of written notice of default; or (3) if the default cannot be fully cured within three (3) Days, Contractor fails after commencing to cure in accordance with Clause (1) hereof to diligently and continuously prosecute and fully cure such default within ten (10) Days after receipt of such written notice;

.5 Contractor fails or refuses to perform an obligation set forth in the Construction Contract, General Conditions or other Contract Documents that either (1) cannot be cured, or (2) cannot be cured within the 10-Day cure period set forth in Subparagraph 15.1.1.4, above;

.6 a breach of any other agreement between County and Contractor as provided in Paragraph 15.1.9, below; or

.7 if Contractor was previously prequalified as a condition for its bidding the Project pursuant to a Prequalification conducted by County, Contractor's prequalification status has been revoked or cancelled due to any of the following: (1) receipt by County of new information indicating that a statement made in Contractor's Prequalification Submittal (as defined in the Prequalification Documents) was false or misleading; (2) ownership of 50% of more of the stock or assets Contractor has changed; (3) if Contractor is a Project Joint Venture, its Principal Managing Partner (as those terms are defined in the Prequalification Documents) has ceased to function, or fully function, in the capacity of a Principal Managing Partner; or (4) Contractor has failed to comply with the requirements of the Prequalification Documents pertaining to minimum safety Prequalification requirements for Subcontractors.

15.1.2 **County's Remedies.** Without limitation to the County's other rights or remedies under the Contract Documents or Applicable Laws, if there is an Event of Contractor Default, County shall have the right to exercise any one or more of the following remedies:

.1 **Take Over Work.** County may, without terminating the Construction Contract and without incurring any additional liability or responsibility to Contractor (including, without limitation, any obligation to agree to a Contract Adjustment for any portion of the taken-over or non-taken-over Work), take over and perform, or engage others to perform, all or a portion of the Work.

.2 **Suspend Work.** County may, without terminating the Construction Contract and without incurring any additional liability or responsibility to Contractor (including, without limitation, any obligation to agree to a Contract Adjustment for any portion of the suspended or non-suspended Work), suspend Contractor's performance of all or a portion of the Work for as long a period of time as the County determines, in its sole discretion, is appropriate.

.3 **Termination.** County may, without incurring any additional liability or responsibility to Contractor, terminate the Construction Contract, the Work or any portion thereof.

.4 **Surety.** If there is an Event of Contractor Default pursuant to any of Subparagraphs 15.1.1.1 through 15.1.1.5, above, County may, with or without terminating the Construction Contract and without incurring any additional liability or responsibility to Contractor or Surety (including, without limitation, any obligation to agree to a Contract Adjustment), exercise its rights under the Performance Bond furnished by Contractor by giving Surety ten (10) Days' written notice of demand to perform; provided, however, that if the Surety fails, within seven (7) Days after receipt by Surety of written demand, to deliver to the County written notice of its unconditional intention to perform or does not commence performance of the Work within ten (10) Days from receipt of such notice of demand, the County may, at Contractor's Own Expense and/or the expense of the Surety, and with or without terminating the Construction Contract, proceed to complete the Work by any other means County deems expedient. By executing its Performance Bond incorporating the terms of the Construction Contract, Surety shall be deemed to have agreed, without limitation, to the provisions of this Paragraph 15.1.2 as constituting a binding obligation of Surety under its Performance Bond that shall control over any conflicting provisions set forth in the Performance Bond. Neither delivery by Surety of such written notice of unconditional intention to perform nor its timely performance of the Work in accordance with the terms of the Contract Documents and Performance Bond shall constitute waiver by Surety of any rights it may have under the Performance Bond and Applicable Laws to limit its liability to the penal amount of the Performance Bond.

15.1.3 **Contractor Tools, Equipment.** Upon County's exercise of one or more of its remedies following an Event of Contractor Default, County shall have the right, but not the obligation, to perform or complete all or any portion of the Work using any means that County may deem expedient, including, without limitation, taking possession and utilization of any or all of the materials, equipment, appliances, tools, plant and other property not owned by Contractor that are on the Site for County's use in performing the Work.

15.1.4 **Contractor Obligations.** Upon exercise by County of its remedies following an Event of Contractor Default, Contractor shall, unless County directs in writing otherwise, do the following:

.1 immediately discontinue performance of the Work to the extent specified in writing by County;

.2 remove no materials, equipment or tools (other than those owned by Contractor and not necessary for performance of a portion of the Work not terminated or discontinued) from the Site unless directed to do so by County and take all actions necessary or appropriate, or that the County may direct in writing, for the protection and preservation of the Work, any materials, equipment or tools at the Site and any materials or equipment in transit to the Site;

.3 place no further orders or subcontracts for materials, equipment, services or facilities, except as may be necessary for Contractor to continue performance of such portion, if any, of the Work that is not discontinued or terminated by County in its written notice;

.4 provide to the County, in writing, no later than two (2) Days after request by County, a statement listing or providing: (1) all subcontract agreements, purchase orders and contracts that are outstanding, as well as any change orders, amendments and modifications thereto; (2) the status of invoicing, payments and balance owing under each such subcontract agreement, purchase order and contract; (3) the status of performance and any claims asserted under each such subcontract agreement, purchase order and contract; and (4) providing such other information as the County may determine to be necessary in order to decide whether to accept assignment of any such subcontract agreement, purchase order or contract;

.5 promptly following and in accordance with County's written direction: (1) assign to the County or its designee those subcontract agreements, purchase orders or contracts, or portions thereof, that the County elects in writing to accept by assignment; (2) cancel, on the most favorable terms reasonably possible, any subcontract agreement, purchase order or contract, or portion thereof, that the County does not elect to accept by assignment; and (3) if requested by County, settle, with the prior written approval of County of the terms of settlement, outstanding liabilities to Subcontractors with respect to the Work terminated or discontinued;

6. not terminate any insurance required by the Contract Documents;

7. thereafter continue only such performance as may be directed by County;

8. deliver to the County the documents required to delivered pursuant to Paragraph 1.3.6, above; and

9. at the written request and option of County, exercised in its sole discretion, deliver to the County, and transfer title to the County of, any completed items, materials, products, equipment or other unincorporated parts of the Work that have not been previously delivered to the Site.

15.1.5 **Accounting and Payment**

.1 **Full Termination or Discontinuance.**

(1) Further Payment. In the event an exercise by County of any of its remedies following an Event of Contractor Default results in a termination or discontinuance of the entire Work, then no further payment shall be due to Contractor for the Work until an accounting has been conducted in accordance with this Paragraph 15.1.5.

(2) Time for Accounting. Within forty-five (45) Days after Final Completion of the Work by Contractor, Surety, County or others at request of County, an accounting shall be made pursuant to this Paragraph 15.1.5 of the amount due to Contractor or County.

(3) Payment Amount. If, based on the accounting conducted pursuant to this Paragraph 15.1.5, the Contractor Amount exceeds the County Amount, then the difference shall be paid by County to Contractor within fifteen (15) Days after demand by Contractor following completion of such accounting. If the County Amount exceeds the Contractor Amount, then the difference shall be paid by Contractor to County within fifteen (15) Days after demand by County following completion of such accounting. Payment by Contractor of the amount due to County pursuant to such accounting shall not be construed as a release of Contractor's obligation to County for, or County's right to recover from Contractor, any Losses, of any kind whatsoever, not part of the calculation of the County Amount (including, without limitation, additional Losses related to circumstances that formed the basis for

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calculation of the County Amount) that may be then or thereafter owing to or recoverable by County under Applicable Laws or the Contract Documents.

(4) **Contractor Amount.** The Contractor Amount used as the basis for payment pursuant to the accounting under this Paragraph 15.1.5 shall be calculated as follows:

(a) take a portion of the Contract Price determined by multiplying (i) the Contract Price, by (ii) the County's Good Faith Determination of the percentage of the Work properly performed by Contractor and (A) in permanent place, (B) previously fabricated and delivered to the Site or (C) fabricated and en route for delivery to the Site and delivered to the Site within a reasonable time after Contractor's receipt of such written notice; and

(b) subtract therefrom all amounts previously paid by County to Contractor or to Subcontractors.

(5) **County Amount.** The County Amount used as the basis for payment pursuant to the accounting under this Paragraph 15.1.5 shall be calculated based on the sum of all past, present and future Losses to County resulting or reasonably certain to result, directly or indirectly, from any or all of the following: (a) any negligence, willful misconduct, or Defective Work on the part of Contractor or any Subcontractor; (b) any Event of Contractor Default, whether or not constituting the basis of the County's termination or discontinuance; (c) the County's exercise of its rights and remedies under and in accordance with the Contract Documents or Applicable Laws following the occurrence of an Event of Contractor Default; and (d) the payment by County of amounts to Contractor or any Subcontractor that were not owing to Contractor or that were in excess of the amount to which Contractor was entitled under the Contract Documents.

.2 **Partial Termination or Discontinuance.** In the event an exercise by County of its remedies for an Event of Contractor Default results in a discontinuance or termination of only a portion of the Work, then the Contract Price and Contract Time shall be adjusted under the provisions of Article 7 and Article 8, above, applicable to Deleted Work. Contractor shall thereafter continue to be paid for its performance of the other portions of the Work in accordance with the terms of the Contract Documents, less any amounts that County is entitled to withhold under the terms of the Contract Documents.

.3 **Exclusive Compensation.** Contractor agrees to accept such amounts, if any, as allowed under this Paragraph 15.1.5 as its sole and exclusive compensation in the event of an exercise by County of its remedies permitted by the Contract Documents or Applicable Laws following an Event of Contractor Default.

15.1.6 **Surety.** Without limitation to any of the County's other rights or remedies under a Performance Bond furnished by Contractor, Contract Documents or Applicable Laws, the County has the right to suspend, take over or terminate the performance of the Work by Surety in the event of any of the following: (1) failure of Surety or its contractors to begin the Work within a reasonable time in such manner as to ensure full compliance with the Contract Documents within the Contract Time; (2) abandonment of the Work by Surety or its contractors; (3) if at any time the County makes a Good Faith Determination that the Work is unnecessarily or unreasonably delayed by Surety or its contractors; (4) violation by Surety or its contractors of any terms of the Contract Documents, Performance Bond or Applicable Laws; or (5) failure by Surety or its contractors to follow instructions of the County for performance of the Work or for performance of the Work within the Contract Time. By executing its Performance Bond incorporating the terms of the Construction Contract, Surety shall be deemed to have agreed, without limitation, to the provisions of this Paragraph 15.1.6 as constituting a binding obligation of Surety under its Performance Bond that shall control over any conflicting provisions set forth in the Performance Bond.

15.1.7 **Conversion.** In the event a termination for cause by the County is adjudged by a court or by binding arbitration conducted in accordance with the Contract Documents to have been wrongful, such termination shall be deemed converted to a termination for convenience pursuant to Section 15.3, below, in which case Contractor agrees to accept such amount, if any, as permitted by Paragraph 15.3.3, below, as its sole and exclusive compensation and agrees to waive any right to recovery of any other compensation or Loss, including, but not limited to, loss of anticipated profits, loss of revenue, lost opportunity or other consequential, direct, indirect or incidental damages, of any kind.

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15.1.8 **Substantial Performance Waived.** The legal doctrine that a contractor may recover for substantial performance of a building contract is to have no application to the Construction Contract. Any Event of Contractor Default, whether occurring before or after the Work is Substantially Completed, shall be deemed material and shall give rise to the right of County to exercise its remedies permitted under the Contract Documents or Applicable Laws.

15.1.9 **Cross Default.** Contractor agrees that a breach of any other agreement between Contractor and County, whether related or unrelated to the Project, that is not cured in accordance with the terms of such other agreement constitutes an Event of Contractor Default under the Construction Contract, thereby entitling County to assert all its rights and remedies hereunder including, but not limited to, a specific right of off set by County against any amounts otherwise payable to Contractor under the Construction Contract or any other agreement between Contractor and County.

15.1.10 **Rights Cumulative.** All of County's rights and remedies under the Contract Documents are cumulative, and shall be in addition to and not a limitation upon those rights and remedies available under Applicable Laws.

15.1.11 **Materiality.** Designation in the Contract Documents of certain defaults as "material" shall not be construed as implying that other defaults not so designated are not material nor as limiting County's right to terminate or exercise its other rights or remedies for default to only material defaults.

15.1.12 **County Action.** No termination or action taken by County after termination shall prejudice any rights or remedies of County provided by Applicable Laws or by the Contract Documents, including, without limitation, the right of County to proceed against Contractor to recover all Losses suffered by reason of Contractor's default.

15.2 SUSPENSION BY COUNTY FOR CONVENIENCE

15.2.1 **Suspension Order.** Without limitation to the County's rights under Section 15.1, above, County may, at any time, for its convenience and without the occurrence of any Event of Contractor Default, order Contractor, in writing, to suspend, delay or interrupt performance of the Work, in whole or in part. Upon receipt of such an order, Contractor shall comply with its terms and take all reasonable steps to minimize additional costs that are incurred applicable to the portion of the Work suspended, delayed or interrupted by County.

15.2.2 **Resumption.** If an order issued by the County pursuant to this Section 15.2 is canceled or expires, Contractor shall resume and continue with the previously affected portion of the Work. In such event, Contractor shall be entitled to a Contract Adjustment for additional Allowable Costs necessarily caused by such order and compensation allowed under Section 3.3 of the Construction Contract for Compensable Delay; provided, however, that no such Contract Adjustment shall be made: (1) to the extent that performance either is, was or would have been so suspended, delayed or interrupted by another cause for which Contractor or any of the Subcontractors is responsible or for which Contractor would not be entitled to a Contract Adjustment; (2) to the extent that a Contract Adjustment on account thereof is made or denied under another provision of the Contract Documents; or (3) for any general or specific escalation in prices of the Work.

15.2.3 **Limitation.** The provisions of this Section 15.2 shall not apply unless a written order is issued by County pursuant to this Section 15.2.

15.3 TERMINATION BY COUNTY FOR CONVENIENCE

15.3.1 **Right to Terminate for Convenience.** Without limitation upon any of County's other rights or remedies under the Contract Documents or Applicable Laws, County shall have the option, at its sole discretion and without the occurrence of any Event of Contractor Default or any other cause, to terminate the Construction Contract or Work, in whole or in part, for its convenience by giving five (5) Days written notice to Contractor.

15.3.2 **Contractor Obligations.** Upon receipt of notice of termination for convenience pursuant to this Section 15.3, Contractor shall, unless such notice directs otherwise, comply with all of the provisions of Paragraph 15.1.4, above.

15.3.3 **Contractor Compensation.** Following a termination for convenience pursuant to this Section 15.3 and within sixty (60) Days after receipt of a complete and timely Application for Payment from Contractor, an accounting shall be conducted in accordance with the process set forth in Paragraph 15.1.5, above. In such event, the amount due to Contractor shall be the Contractor Amount as calculated in the same manner provided for in Paragraph 15.1.5, above, except that there shall be added to the calculation of the Contractor Amount an amount for: (1) the reasonable, actual and direct Allowable Costs incurred and paid by Contractor (and not by Subcontractors) for (a) demobilizing Contractor's facilities from the Site, and (b) Contractor's administering the close out of its participation in the Project for a period of no longer than fifteen (15) Days; plus (2) a markup to Contractor on the Contractor's Allowable Costs incurred under Clause (1) of this Paragraph 15.3.4 that is based on the percentage for Allowable Markup that Contractor is permitted to charge pursuant to Article 7, above, for Compensable Changes involving Extra Work that is Self-Performed Work.

15.3.4 **Exclusive Compensation.** Contractor agrees to accept the compensation allowed under Paragraph 15.3.3, above, as its sole and exclusive compensation in the event of a termination by County for convenience and waives any claim for Loss related to County's termination for convenience, including, but not limited to, loss of anticipated profits, loss of revenue, lost opportunity, or other consequential, direct, indirect, or incidental damages, of any kind.

15.3.5 **Subcontractors.** Contractor shall include provisions in all of its subcontracts, purchase orders and other contracts with the Subcontractors permitting termination for convenience by Contractor on terms that are consistent with, and that afford no greater rights of recovery against Contractor for termination than are afforded to Contractor under, this Section 15.3.

15.4 TERMINATION BY CONTRACTOR

15.4.1 **Contractor's Remedies.** Subject to the provisions of Paragraph 15.4.2, below and Paragraph 15.4.3, below, Contractor's sole right to terminate the Construction Contract shall be its right to terminate, for cause only, upon the occurrence of either of the following:

.1 the entire Work is stopped for one hundred sixty (160) consecutive Days, through no act or fault of Contractor or any of the Subcontractors, of any Tier, or any employee or agent of any of them, due to issuance of an order of a court or other Governmental Authority or due to a declaration of a national emergency making material unavailable; or

.2 the entire Work is suspended by Contractor, in accordance with a proper exercise by Contractor of its rights under Section 9.8, above, for a continuous period of thirty (30) Days.

15.4.2 **Notice of Intention to Terminate.** If one of the reasons to terminate as described in Paragraph 15.4.1, above, exists, Contractor may, upon thirty (30) Days written notice to County, terminate the Construction Contract and recover from County as its sole and exclusive compensation such sums as are permitted under Paragraph 15.3.3, above.

15.4.3 **Continuous Performance.** Provided that Contractor is paid undisputed sums due in accordance with the requirements of the Construction Contract, Contractor shall not stop, delay or interrupt continuous performance of the Work by reason of any dispute or disagreement with County, including, without limitation, any disputes or disagreements over payments of money claimed due under the Contract Documents.

15.5 WARRANTIES

All obligations of Contractor and the Subcontractors under the Contract Documents with respect to warranties and guarantees of the Work will continue in force and shall apply, notwithstanding a termination or other discontinuance of the Work by County or Contractor pursuant to an exercise of rights by either under this Article 15, to any portion of the Work that at the time of such termination or discontinuance has been completed or partially completed by Contractor to the point that it is substantially ready (exclusive of any incidental work that may be needed to connect such portion to other Work to other Work or Existing Improvements or to energize such portion of the Work for operation) for use or occupancy by County.

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ARTICLE 16
NON-DISCRIMINATION

16.1 NON-DISCRIMINATION IN SERVICES

16.1.1 Contractor must, in accordance with Applicable Laws, not discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex, age, sexual orientation, marital status, AIDS or disability. For the purpose of this Section 16.1, discrimination in the provision of services may include, but is not limited to the following:

.1 denying any person any service or benefit or the availability of a facility;

.2 providing any service or benefit to any person which is not equivalent to, or is in a non-equivalent manner or at a non-equivalent time from, that provided to others;

.3 subjecting any person to segregation or separate treatment in any manner related to the receipt of any service;

.4 restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; or

.5 treating any person differently from others in determining admission, enrollment, eligibility, membership, or any other requirement or condition which persons must meet in order to be provided any service or benefit.

16.1.2 Contractor shall ensure that services are provided without regard to race, color, religion, national origin, ancestry, sex, age, sexual orientation, marital status, AIDS or disability.

16.1.3 Contractor shall establish and maintain written procedures under which any person applying for, performing or receiving services hereunder, may seek resolution from Contractor of a complaint with respect to any alleged discrimination. Such persons shall be advised by Contractor of these procedures. A copy of such procedures shall be posted by Contractor in a conspicuous place, available and open to the public, in each of Contractor's facilities where services are provided hereunder.

16.2 NON-DISCRIMINATION IN EMPLOYMENT

Contractor must, in accordance with Applicable Laws, not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, sex, age, sexual orientation, marital status, AIDS or disability. Without limitation to any other provisions of this Section 16.2, in the performance of the obligations under the Contract Documents, Contractor and the Subcontractors shall comply with all applicable provisions of the California Fair Employment Practices Act (California Government Code §§12940-48) and the applicable equal employment provisions of the Civil Rights Act of 1964 (42 U.S.C. §§200e - 217), whichever is more restrictive. Contractor and the Subcontractors shall ensure that qualified applicants are employed and that employees are treated during employment without regard to race, color, religion, national origin, ancestry, sex, age, sexual orientation, marital status, AIDS or disability, in accordance with requirements of Applicable Laws. Such shall include, but not be limited to, the following:

.1 employment, promotion, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; or

.2 selection for training, including apprenticeship.

16.2.1 Contractor agrees to post in conspicuous places in each of Contractor's facilities providing services hereunder, available and open to employees and applicants for employment, notices setting forth the provisions of this Section 16.2.

16.2.2 Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, sex, age, sexual orientation, marital status, AIDS or disability, in accordance with requirements of Applicable Laws.

16.2.3 Contractor shall send to each labor union, or workers' representative with which it has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or the workers' representative of Contractor's commitments under this Section 16.2.

16.2.4 Contractor certifies and agrees that it will deal with the Subcontractors, bidders and vendors without regard to race, color, religion, national origin, ancestry, sex, age, sexual orientation, marital status, AIDS or disability, in accordance with the requirements of Applicable Laws.

16.2.5 In accordance with Applicable Laws, Contractor shall allow duly authorized representatives of the County, State, and Federal government access to its employment records during regular business hours in order to verify compliance with the provisions of this Section 16.2. Contractor shall provide such other information and records as such representatives may require in order to verify compliance with the provisions of this Section 16.2.

16.2.6 If County finds that any of the provisions of this Section 16.2 have been violated by Contractor or any of the Subcontractors, such violation shall constitute a material breach of the Construction Contract for which County may cancel, terminate or suspend the Construction Contract. While County reserves the right to determine independently that the anti-discrimination provisions of the Construction Contract have been violated, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that Contractor or the Subcontractor has violated State or Federal anti-discrimination laws shall constitute a finding by County that Contractor or the Subcontractor has violated the provisions of this Section 16.2.

16.2.7 Contractor hereby agrees that it will comply with §504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794) and similar Applicable Laws relating to employment of or access to persons with disabilities, all requirements imposed by applicable Federal Regulations, and all guidelines and interpretations issued pursuant thereto, to the end that no qualified disabled person shall, on the basis of disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity of Contractor receiving Federal Financial Assistance.

END OF GENERAL CONDITIONS

Attachment: 007638_DLR_Contract [Revision 2] (2115 : LDS Facility Clinic - Approval of PSA with DLR

EXHIBIT "L"

ADDITIONAL INSUREDS LIST

"Such policy shall name **the County, its agencies, districts, special districts and departments, and their respective directors, officers, elected or appointed officials, agents, employees and representatives, including, without limitation, the members of the Board of Supervisors, and all other Indemnitees**, as "additional insureds" and contain a waiver of subrogation in favor of the County and all other such additional insureds."

Attachment: 007638_DLR_Contract [Revision 2] (2115 : LDS Facility Clinic - Approval of PSA with DLR

EXHIBIT M

RELEASE FORMS

INITIALS

Attachment: 007638_DLR_Contract [Revision 2] (2115 : LDS Facility Clinic - Approval of PSA with DLR

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

(CA Civil Code §8132)

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Identifying Information:

Name of Claimant: _____

Name of Customer: _____

Job Location: _____

Owner: _____

Through Date: _____

Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: _____

Amount of Check: $ _____

Check payable to: _____

Exceptions

This document does not affect any of the following:

(1) Retentions.
(2) Extras for which the claimant has not receive payment.
(3) The following progress payments for which the claimant has previously given a conditional waiver and release but has not received payment:

Date(s) of waiver and release: _____
Amount(s) of unpaid progress payment(s): $ _____

(4) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.

Signature

Dated: _____ Claimant's Signature _____

Claimant's Title _____

INITIALS _____

Attachment: 007638_DLR_Contract [Revision 2] (2115 : LDS Facility Clinic - Approval of PSA with DLR

UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

(CA Civil Code §8134)

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

Identifying Information:

Name of Claimant: _____

Name of Customer: _____

Job Location: _____

Owner: _____

Through Date: _____

Unconditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has received the following progress payment:

$ _____

Exceptions

This document does not affect any of the following:

(1) Retentions.
(2) Extras for which the claimant has not received payment.
(3) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.

Signature

Dated: _____ Claimant's Signature _____

Claimant's Title _____

Attachment: 007638_DLR_Contract [Revision 2] (2115 : LDS Facility Clinic - Approval of PSA with DLR

CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

(CA Civil Code §8136)

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Identifying Information:

Name of Claimant: _____

Name of Customer: _____

Job Location: _____

Owner: _____

Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: _____

Amount of Check: $ _____

Check payable to: _____

Exceptions

This document does not affect any of the following:

Disputed claims for extras in the amount of: $ _____

Signature

Dated: _____

Claimant's Signature _____

Claimant's Title _____

Attachment: 007638_DLR_Contract [Revision 2] (2115 : LDS Facility Clinic - Approval of PSA with DLR

UNCONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT

(CA Civil Code §8138)

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

Identifying Information:

Name of Claimant: _____

Name of Customer: _____

Job Location: _____

Owner: _____

Unconditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for all labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has been paid in full.

Exceptions

This document does not affect any of the following:

Disputed claims for extra in the amount of: $ _____

Signature

Dated: _____ Claimant's Signature_____

Claimant's Title_____

INITIALS

Attachment: 007638_DLR_Contract [Revision 2] (2115 : LDS Facility Clinic - Approval of PSA with DLR

EXHIBIT "N"

INVOICE FOR PAYMENT FORM

TO:

INVOICE DATE:

INVOICE NUMBER:

FROM: [Architect's Name]

PROJECT NUMBER:

PROJECT: [Project Name]
[Project Address]
[Project Address]

SERVICES THROUGH:

DESCRIPTION	CONTRACT AMOUNT	PERCENT COMPLETE	COMPLETE TO DATE	PREVIOUSLY BILLED	CURRENTLY DUE
TOTAL					

Approval for Payment:

Signature:_____ Printed Name: _____ Date: _____

Signature:_____ Printed Name: _____ Date: _____

Accounting Department Use

Batch #:	
MM/YY:	
JE:	
Credit GL #:	
Debit GL #:	
Entered by:	
Approved by:	

Facilities Department Use

GL Business Unit:	
Project ID #:	
Activity Code:	
Resource Code:	
Category Code:	
Description:	
Preparer's Name:	[Preparer]

INITIALS

Attachment: 007638_DLR_Contract [Revision 2] (2115 : LDS Facility Clinic - Approval of PSA with DLR

EXHIBIT "O"

CONSTRUCTION DOCUMENT DELIVERABLES

THE CONSTRUCTION DOCUMENTS PREPARED AND DELIVERED BY ARCHITECT AS PART OF BASIC SERVICES DURING THE DESIGN DEVELOPMENT PHASE AND FINAL CONSTRUCTION DOCUMENTS PHASE SHALL INCLUDE, WITHOUT LIMITATION TO THE OTHER PROVISIONS OF THE AGREEMENT AND ITS EXHIBITS, THE CONSTRUCTION DOCUMENTS SET FORTH BELOW.

Yes **No**

☐ ☑ **2.5.1 Off-Site Improvements.** Drawings delineating off-Site improvements (including, without limitation, road and infrastructure improvements adjacent to proposed facility) such as, but not limited to, the following: (1) Work area limits; (2) existing street plan with stationing fully dimensioned, including, but not limited to, roadway profiles, paving sections, curb and gutter, sidewalk with all utility pull boxes in sidewalk, utility pull boxes in landscape areas, curb inlets, fire hydrants, light poles, bus stops, drive approaches, medians, striping, signage, signalization, water, electric (underground and overhead), sewer, storm drain, gas and cable services in street; (3) new street plan with stationing fully dimensioned, including, but not limited to, roadway profiles, paving sections, curb and gutter, sidewalk with all utility pull boxes in sidewalk, utility pull boxes in landscape areas, vaults, curb inlets, fire hydrants, light poles, bus stops, drive approaches, medians, striping, signage, signalization, water, electric (underground and overhead), sewer, storm drain, gas and cable services in street; (4) locations, sizes and dimensions (including, without limitation, lay-out points, elevations and curve data) of hardscape and softscape, including but not limited to new and existing curb and gutter, sidewalk with all utility pull boxes in sidewalk, utility pull boxes in landscape areas, vaults, curb inlets, fire hydrants, light poles, bus stops, drive approaches, medians, striping, signage, signalization, water, electric (underground and overhead), sewer, storm drain, gas and cable services in streets; (5) routing, sizing, locations and points of connection for utilities (including but not limited to gas, water and electrical) storm sewer and sanitary sewer systems; (6) designs and details for structural features, including, without limitation, paving section with base, bus pads, curb and gutter, retaining structures, light and signal pole bases, traffic signal equipment bases, guardrail, drive approaches, catch basins and storm drain structures; and (7) traffic control and Work phasing plans approved by local street authority.

☑ ☐ **2.5.2 Site.** Drawings delineating (1) Work area limits; (2) horizontal and vertical controls and final building locations and dimensions; (3) locations and dimensions of property lines, easements and setback requirements; (4) locations, sizes and dimensions (including, without limitation, layout points, elevations and curve data) of hardscape and softscape (including, but not limited to, storm drainage systems, ~~service drives, loading docks,~~ walkways, ramps, steps, stairs, ~~patios, courtyards~~, roadways, entrances, exits, ~~seat walls, retaining walls, planters, furnishings~~, signage and other wayfinding elements, plantings, catch basins, clean outs, manholes, fixtures, equipment and vaults); (5) routing, sizing, locations and points of connection for utilities (including, but not limited to, gas, water and electrical), low voltage systems and storm, sewer and sanitary sewer systems; ~~(6) designs and details for structural Site features, such as, but not limited to, canopies, retaining walls and planters; and (7) water control measures, including, without limitation, weirs and retention basins.~~

☑ ☐ **2.5.3 Demolition.** Drawings, prepared in a manner that clearly and graphically distinguishes between existing improvements to be removed and those to remain in place, delineating: (1) Site clearance and Site demolition; (2) general and selective architectural, structural, mechanical, electrical, plumbing, and fire protection demolition; (3) means for existing building systems affected by demolition to remain operable; and (4) exterior elevations showing the extent of any building envelope to be removed.

Attachment: 007638_DLR_Contract [Revision 2] (2115 : LDS Facility Clinic - Approval of PSA with DLR

EXHIBIT "O"

CONSTRUCTION DOCUMENT DELIVERABLES

Yes	No	
☑	☐	**2.5.4 Architectural, Structural.** Drawings (for an entire floor, for all segments of a floor and enlarged for selected rooms), fully dimensioned, delineating the locations and elevations (above finish floor) of all architectural and structural elements fully coordinated with building systems designs, including without limitation, building grid, walls, partitions, columns, built-in casework, finish floor patterns and layouts, ceiling material patterns, reveals, soffits and accents, low voltage devices, mechanical diffusers, registers, grilles, fixtures, occupancy and fire separations, and room and department identifications.
☑	☐	**2.5.5 Roof.** Drawings delineating locations, sizes and dimensions of all penetrations and interruptions (major and minor), roof access, penthouses, equipment screens, equipment pads, roof mounted equipment, slopes, ridges, valleys and crickets (including slope directions), walking pads, roof drains and vents and roofing materials.
☑	☐	**2.5.6 Exterior Elevations.** Drawings, fully dimensioned, delineating building elevations, including, without limitation, elevations of all exterior surfaces and materials, finish floor and roof elevations, exterior wall penetrations and building mounted fixtures and equipment and design accommodations for inter-story drift.
☑	☐	**2.5.7 Building Section(s).** Drawing(s) delineating the cross sections of: (1) the building; (2) the relationship among the levels of the building and the building and grade levels; (3) Site improvements, roadways, property lines and adjacent structures; and (4) exterior walls (including, without limitation, exterior wall materials, structural support and building façade systems).
☑	☐	**2.5.8 Signage.** Drawings delineating signage and other wayfinding, including, without limitation, signage required by Applicable Laws, directional signage, room identification signage, and a project sign including such information as directed and approved by County.
☑	☐	**2.5.9 Equipment, Fixture and Materials Schedules.** Schedules for doors and windows and related openings and hardware (cross-referenced to frame installation details) and floor, wall and ceiling finish materials (including, without limitation, bases and wainscots).
☑	☐	**2.5.10 Partition Details.** Drawings delineating partition details, including, without limitation: (1) standards for fire rating, acoustic and thermal requirements, structural materials and sizes, assembly and connection details, enclosed materials (such as, but not limited to, acoustic and thermal insulation) and backing for equipment; (2) identification of each partition by partition type; and (3) enlarged partition cross sections.
☑		**2.5.11 Interior Details.** Drawings delineating, without limitation,: (1) interior elevations, including millwork and casework cross-referenced to the architectural floor plans; (2) casework schedule; (3) casework sections and millwork details; (4) dimensioned details; and (5) representation of the terminal devices for engineered systems, including mechanical, electrical, plumbing, fire protection and low voltage systems.
☑	☐	**2.5.12 Exterior Details.** Drawings referenced to roof plan and building exterior elevations, including, without limitation, roof assemblies, exterior surface penetrations, vibration isolation details, seismic separation joint details, inter-story drift provisions, flashings and transition details at material and plane changes.

EXHIBIT "O"

CONSTRUCTION DOCUMENT DELIVERABLES

Yes No

☐ ☑ **2.5.13 Landscaping.** Drawings delineating, without limitation: (1) plantings; (2) irrigation systems; (3) Site signage and wayfinding elements; (4) Site illumination; and (5) details of Site elements (including, without limitation, detailed and integrated architectural and structural designs for Site structures, planters, retaining walls, walks and other hardscape).

☑ ☐ **2.5.14 Foundation and Framing**. Drawings (fully dimensioned) and schedules delineating foundation and framing for each level of structure, sizing of all structural elements (foundations, columns, horizontal members) and design of vertical and horizontal diaphragms.

☑ ☐ **2.5.15 Structural Calculations.** Calculations demonstrating that all structural elements comply with the requirements of Governmental Authorities and Applicable Laws.

☑ ☐ **2.5.16 Structural Frame Details.** Drawings delineating: (1) moment frame and/or braced frame elevations and connection details; and (2) if the proposed structural system does not follow the criteria of Applicable Laws, written certification that all such connections have been pre-tested and pre-approved by the applicable Governmental Authorities or, in the event that such certification is not possible, a proposed comprehensive testing program which meets all requirements of Governmental Authorities.

☑ ☐ **2.5.17 Bracing Details.** Drawings delineating details for bracing, including, without limitation, bracing of partitions, ceilings, mechanical, electrical, plumbing and other equipment, piping, ductwork, conduit, backing for casework, furniture, furnishings, and artwork.

☑ ☐ **2.5.18 MEP Schedules**. Schedules (cross-referenced to single line diagrams) of mechanical, electrical, plumbing, fire protection and low voltage equipment and devices and full information on equipment parameters relative to sizing, connections, mountings, construction and performance.

☑ ☐ **2.5.19 MEP Distribution**. Single line Drawings (floors and roof) set over a complete architectural background delineating, on a floor-by-floor basis, complete information on schematic routing, equipment and distribution locations and sizing and points of connection (above ground and below ground) for:

☑ ☐ **.1** the mechanical system (including, without limitation, controls, ductwork, piping, and special exhaust requirements, dedicated equipment and ductwork for rooms with special requirements);

☑ ☐ **.2** basic (and, if required by Applicable Laws, emergency) electrical systems (including, without limitation, wiring, raceways, conduit, lighting, main service and distribution panels and switchgear, motor control centers, generators, transformers, transfer switches, panel boards, bus ducts, locations and types of all convenience outlets, lighting fixtures and switches, equipment and lighting to be connected to the emergency power system, and locations of power service to mechanical, plumbing and fire protection equipment and low voltage devices);

☑ ☐ **.3** plumbing system (including, without limitation, domestic hot/cold water, roof and site storm drainage, sanitary waste and vent, sanitary, hot and chilled water for the mechanical system, water treatment (water softening), natural gas and fuel for auxiliary generators);

Attachment: 007638_DLR_Contract [Revision 2] (2115 : LDS Facility Clinic - Approval of PSA with DLR

EXHIBIT "O"

CONSTRUCTION DOCUMENT DELIVERABLES

Yes	No	
☑	☐	.4 fire protection detection system information (locations for signaling and alarm devices and main equipment), fire suppression system information (locations for points of connection and main equipment) and a design-build Specification for fire detection and suppression systems; and,
☑	☐	.5 low voltage systems, including, without limitation, main equipment, distribution, and terminal devices (wayfinding and warning).
☑	☐	**2.5.20 MEP Equipment Rooms.** Drawings delineating the layout and sizing of equipment rooms and penthouses, including, without limitation, complete information and sizing for equipment, ductwork, piping, bracing, vibration isolation, supports, attachments, chases and pads.
☐	☑	**2.5.21 MEP Shaft Layout**. Drawings delineating all of the ductwork, electrical conduits and piping in shared shafts.
☐	☑	**2.5.22 Existing MEP Capacities**. A program to validate that the proposed design for new mechanical, electrical, plumbing and fire protection systems will be within the capacity of the existing building systems.
☑	☐	**2.5.23 Energy Calculations**. Final energy calculations demonstrating that the design complies with the requirements of Title 24 of the California Code of Regulations.
☑	☐	**2.5.24 Code Requirements.** Drawings dedicated to demonstrating to Governmental Authorities compliance of new Work (and, in the case of renovation, Existing Improvements) with Applicable Laws pertaining to fire and life/safety, including, without limitation, exits, exit paths, travel distances, rated corridors and other rated walls, occupancy classifications, occupancy loads, construction classifications/separations, fire zones/smoke compartments and fire protection.
☑	☐	**2.5.25 Specifications**. A set of detailed Specifications, customized for the Project, following the Construction Specification Institute format, or such other format that is acceptable to County.
☑	☐	**2.5.26 Index.** A detailed index of the Construction Documents, including, without limitation, the title and sheet number of every Drawing sheet.
☑	☐	**2.5.27 Legends.** A comprehensive legend of symbols, notes and abbreviations.
☑	☐	**2.5.28 Stormwater Pollution Prevention Plan.** A Construction Document that specifies Best Management Practices (BMPs) that will prevent all construction pollutants from contacting storm water and with the intent of keeping all products of erosion from moving off Site into receiving waters.

Attachment: 007638_DLR_Contract [Revision 2] (2115 : LDS Facility Clinic - Approval of PSA with DLR

SUBCONSULTANT INSURANCE REQUIREMENTS

Subconsultants are required to maintain insurance on the same terms and with the same coverages as required of Architect under Section 10.1 of the Agreement, except that specific coverage amounts for Commercial General Liability and Professional Liability Insurance are hereby modified for the following Subconsultants:

Acoustical Engineering Consulting (AEC) – [Brian Smith, Acoustical Engineering]

1. **Commercial General Liability**:

$2,000,000	General Aggregate (Other Than Products-Completed Operations)
$2,000,000	Products-Completed Operations Aggregate Limit for a period of five (5) years following Final Completion and Acceptance of the Project
$2,000,000	Personal and Advertising Injury Limit
$2,000,000	Per Occurrence Limit

.2 **Professional Liability** $1,000,000 per claim and $1,000,000 in the annual aggregate

Cumming - [Philip Mathur, Cost Estimating]

1. **Commercial General Liability**:

$2,000,000	General Aggregate (Other Than Products-Completed Operations)
$2,000,000	Products-Completed Operations Aggregate Limit for a period of five (5) years following Final Completion and Acceptance of the Project
$2,000,000	Personal and Advertising Injury Limit
$2,000,000	Per Occurrence Limit

.2 **Professional Liability** $1,000,000 per claim and $1,000,000 in the annual aggregate

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/7/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER UNICO Group, Inc. 1128 Lincoln Mall Suite 200 Lincoln, NE 68508	CONTACT NAME: UNICO Group, Inc. PHONE (A/C, No, Ext): 402-434-7200 FAX (A/C, No): 402-434-7272 E-MAIL ADDRESS:
INSURED Riverside-DLR Group inc. 1650 Spruce St., Ste 300 Riverside CA 92507	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Travelers Property Casualty Co. of America — 25674 INSURER B : —
	INSURER C : Travelers Property Casualty Co. of America — 25674 INSURER D : Travelers Indemnity Company — 25658 INSURER E : Travelers Property Casualty Co. of America — 25674 INSURER F : —

COVERAGES **CERTIFICATE NUMBER:** 32291032 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	✓ COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ✓ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ✓ PRO-JECT ✓ LOC OTHER:			630-9185N623-COF-16	10/1/2016	10/1/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	1,000,000 300,000 10,000 1,000,000 2,000,000 2,000,000
E	AUTOMOBILE LIABILITY ✓ ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			810-9185N623-PHX-16	10/1/2016	10/1/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	1,000,000
C	✓ UMBRELLA LIAB ✓ OCCUR EXCESS LIAB CLAIMS-MADE DED ✓ RETENTION $ 10,000			CUP-9185N623-TIL-16	10/1/2016	10/1/2017	EACH OCCURRENCE AGGREGATE	$ $	3,000,000 3,000,000
D C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		UB-9185N623-IND-16 UB-0161P573-16 CA Only	10/1/2016	10/1/2017	✓ PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	1,000,000 1,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The following project information is referenced for convenience only:RE: County of Riverside Proj # FM08250007638;
Smith Correctional Facility (SFC) - Clinic Project; DLR Group #75-16607-00 & dashes
Certificate Holder is an Additional Insured with respects the operations of the named insured under the Commercial General Liability coverage (form CGD4140408) as required by written contract. Waiver of Subrogation in favor of Certificate Holder is applicable to the Commercial General Liability and Workers Compensation policies, as required by written contract (forms CGD415 0508 and WC000313-00-01).

CERTIFICATE HOLDER

75-16607-00 & dashes

Economic Development Agency, Riverside Center
ATTN: The County of Riverside
3403 Tenth Street, 4th Floor
Riverside CA 92501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

(LIN) Robert L. Reynoldson

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/7/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER UNICO Group, Inc. 1128 Lincoln Mall Suite 200 Lincoln, NE 68508	CONTACT NAME: UNICO Group, Inc. PHONE (A/C, No, Ext): 402-434-7200 FAX (A/C, No): 402-434-7272 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Travelers Property Casualty Co. of America	25674
INSURED Riverside-DLR Group inc. 1650 Spruce St., Ste 300 Riverside CA 92507	INSURER B :	
	INSURER C : Travelers Property Casualty Co. of America	25674
	INSURER D : Travelers Indemnity Company	25658
	INSURER E : Travelers Property Casualty Co. of America	25674
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 32289376 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	✓ COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ✓ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ✓ PRO-JECT ✓ LOC OTHER:			630-9185N623-COF-16	10/1/2016	10/1/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	1,000,000 300,000 10,000 1,000,000 2,000,000 2,000,000
E	AUTOMOBILE LIABILITY ✓ ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			810-9185N623-PHX-16	10/1/2016	10/1/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	1,000,000
C	✓ UMBRELLA LIAB ✓ OCCUR EXCESS LIAB CLAIMS-MADE DED ✓ RETENTION $ 10,000			CUP-9185N623-TIL-16	10/1/2016	10/1/2017	EACH OCCURRENCE AGGREGATE	$ $	3,000,000 3,000,000
D C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB-9185N623-IND-16 UB-0161P573-16 CA Only	10/1/2016	10/1/2017	✓ PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	1,000,000 1,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The following project information is referenced for convenience only: RE: County of Riverside Proj # FM08250007638;
Smith Correctional Facility (SFC) - Clinic Project; DLR Group #75-16607-10
County of Riverside, its agencies, districts, special districts and departments, and their respective directors, officers, elected or appointed officials, agents, employees and representatives, including, without limitation, the members of the Board of Supervisors, and all other Indemnitiees as Additional Insureds with respects the operations of the named insured as per the Blanket Additional insured endorsement

CERTIFICATE HOLDER

75-16607-10

Economic Development Agency, Riverside Centre
ATTN: The County of Riverside
3403 Tenth Street, 4th Floor
Riverside CA 92501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

(LIN) Robert L. Reynoldson

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Attachment: 007638_DLR_Contract [Revision 2] (2115 : LDS Facility Clinic - Approval of PSA with DLR

AGENCY CUSTOMER ID: 3299

LOC #:

ACORD

ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY		NAMED INSURED
UNICO Group, Inc.		Riverside-DLR Group inc. 1650 Spruce St., Ste 300 Riverside CA 92507
POLICY NUMBER		
630-9185N623-COF-16		
CARRIER	NAIC CODE	
Travelers Property Casualty Co. of America	25674	EFFECTIVE DATE: 10/1/2016

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability (03/16)

HOLDER: Economic Development Agency, Riverside Centre ATTN: The County of Riverside
ADDRESS: 3403 Tenth Street, 4th Floor Riverside CA 92501

(form CGD4140408) as required by written contract. Waiver of Subrogation in favor of Certificate Holder is applicable to the Commercial General Liability and Workers Compensation policies, as required by written contract (forms CGD415 0508 and WC000313-00-01).

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Attachment: 007638_DLR_Contract [Revision 2] (2115 : LDS Facility Clinic - Approval of PSA with DLR

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CERTIFICATE OF LIABILITY INSURANCE

10/1/2017

DATE (MM/DD/YYYY) 10/7/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED 1412070 RIVERSIDE – DLR GROUP INC. 1650 SPRUCE ST., STE 300 RIVERSIDE CA 92507	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : United Specialty Insurance Company — 12537 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 14254006 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ XXXXXXX
							MED EXP (Any one person)	$ XXXXXXX
							PERSONAL & ADV INJURY	$ XXXXXXX
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ XXXXXXX
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$ XXXXXXX
	☐ OTHER:							$
	AUTOMOBILE LIABILITY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident)	$ XXXXXXX
	☐ ANY AUTO						BODILY INJURY (Per person)	$ XXXXXXX
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$ XXXXXXX
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$
	☐ UMBRELLA LIAB ☐ OCCUR			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$ XXXXXXX
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			NOT APPLICABLE			☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A (Mandatory in NH)						E.L. EACH ACCIDENT	$ XXXXXXX
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ XXXXXXX
							E.L. DISEASE - POLICY LIMIT	$ XXXXXXX
A	PROFESSIONAL LIABILITY	N	N	USA4148781	10/1/2016	10/1/2017	EACH CLAIM: $1,000,000 AGGREGATE: $1,000,000 DEDUCTIBLE PER CLAIM: $25,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THIS PROFESSIONAL LIABILITY POLICY PROVIDES COVERAGE ON A CLAIMS MADE BASIS, INCLUDES COVERAGE FOR DEFENSE EXPENSES AND COVERS PRIOR ACTS RETROACTIVE TO 6/1/1986. THE FOLLOWING PROJECT INFORMATION IS REFERENCED FOR CONVENIENCE ONLY: RE: COUNTY OF RIVERSIDE PROJ # FM08250007638; SMITH CORRECTIONAL FACILITY (SFC) - CLINIC PROJECT; DLR GROUP #75-16607-00.

CERTIFICATE HOLDER

14254006

COUNTY OF RIVERSIDE
ECONOMIC DEVELOPMENT AGENCY, RIVERSIDE CENTRE
ATTN: RIZALDY BALUYOT
3403 TENTH STREET, 4TH FLOOR
RIVERSIDE CA 92501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Lauren Arnello

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Attachment: 007638_DLR_Contract [Revision 2] (2115 : LDS Facility Clinic - Approval of PSA with DLR

ACORD

CERTIFICATE OF LIABILITY INSURANCE

10/1/2017

DATE (MM/DD/YYYY) 10/7/2016

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PRODUCER	Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:	
		PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : United Specialty Insurance Company	12537
INSURED 1412072	RIVERSIDE – DLR GROUP INC. 1650 SPRUCE ST., STE 300 RIVERSIDE CA 92507	INSURER B :	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 14311021 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ XXXXXXX
							MED EXP (Any one person)	$ XXXXXXX
							PERSONAL & ADV INJURY	$ XXXXXXX
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ XXXXXXX
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$ XXXXXXX
	☐ OTHER:							$
	AUTOMOBILE LIABILITY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident)	$ XXXXXXX
	☐ ANY AUTO						BODILY INJURY (Per person)	$ XXXXXXX
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$ XXXXXXX
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$
	☐ UMBRELLA LIAB ☐ OCCUR			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$ XXXXXXX
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			NOT APPLICABLE			☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A (Mandatory in NH)						E.L. EACH ACCIDENT	$ XXXXXXX
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ XXXXXXX
							E.L. DISEASE - POLICY LIMIT	$ XXXXXXX
A	PROFESSIONAL LIABILITY	N	N	USA4148781	10/1/2016	10/1/2017	EACH CLAIM: $3,000,000 AGGREGATE: $3,000,000 DEDUCTIBLE PER CLAIM: $25,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THIS PROFESSIONAL LIABILITY POLICY PROVIDES COVERAGE ON A CLAIMS MADE BASIS, INCLUDES COVERAGE FOR DEFENSE EXPENSES AND COVERS PRIOR ACTS RETROACTIVE TO 6/1/1986. THE FOLLOWING PROJECT INFORMATION IS REFERENCED FOR CONVENIENCE ONLY: DLR PROJ. NO. 75-16607-10; CLIENT CONTRACT/FILE ID: PROJ NO. FM08250007638; SMITH CORR. FACILITY - CLINIC PROJ., 1627 S HARGRAVE ST. BANNING, CA 92220.

CERTIFICATE HOLDER

14311021

ECONOMIC DEVELOPMENT AGENCY - RIVERSIDE CENTRE
ATTN: THE COUNTY OF RIVERSIDE
3403 TENTH STREET, 4TH FLOOR
RIVERSIDE CA 92501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Lauren Arnello

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STANDARD FORM OF AGREEMENT BETWEEN COUNTY AND CONSTRUCTION MANAGER

by and between

TILDEN-COIL CONSTRUCTORS, INC.

(the "Construction Manager")

and

THE COUNTY OF RIVERSIDE

(the "County")

FOR:

SMITH CORRECTIONAL FACILITY CLINIC
1627 S. HARGRAVE STREET
BANNING, CA 92220

INITIALS DB

Attachment: 007638_TildenCoil_Contract [Revision 1] (2115 : LDS Facility Clinic - Approval of PSA with

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STANDARD FORM OF AGREEMENT BETWEEN COUNTY AND CONSTRUCTION MANAGER

PREAMBLE

THIS STANDARD FORM OF AGREEMENT BETWEEN COUNTY AND CONSTRUCTION MANAGER ("Agreement") is entered into as of the date of the last signature on the signature page of this agreement, by and between **THE COUNTY OF RIVERSIDE**, a political subdivision of the State of California ("County") and Tilden-Coil Constructors, Inc., a California corporation ("Construction Manager"), for project management services.

RECITALS

A. County is the legal owner of the parcel of property, described more particularly in the Property Description - Exhibit "G" attached hereto, located at the following address or public road or highway intersections: 1627 S. Hargrave Street, Banning, CA 92220.

B. Construction Manager represents it has the background, knowledge, licensing, experience and expertise necessary to provide the services and things required by this Agreement.

C. County and Construction Manager desire to enter into this Agreement for Construction Manager to provide County, without limitation, project management services in connection with the development, design and construction of the Project generally described on the cover page to this Agreement.

D. County intends to construct a new single story 7,380 square foot clinic, ("Project") on the Site, all substantially in accordance with the Contract Documents (as hereinafter defined).

E. County has retained and DLR Group, as the Architect for the Project and may retain other or substitute architects during the duration of the Project.

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other valuable consideration, receipt of which is hereby acknowledged by their signatures below, it is mutually agreed by and between the undersigned as follows:

ARTICLE 1
GENERAL PROVISIONS

1.1 DEFINITIONS

Capitalized terms used in this Agreement shall have the meanings assigned to them in this Section 1.1. If not defined in this Section 1.1, they shall have the meanings assigned to them in the General Conditions of the Standard Form Construction Contract Between County and Contractor – Exhibit "B" attached hereto. If not defined in this Agreement or the General Conditions, they shall have the meanings reasonably understood to apply to them by the context in which they are used. Terms that are phrased in the singular shall be deemed to include the plural, and vice versa, where appropriate to their context. If a capitalized term is defined both in this Section 1.1 and the General Conditions and the definitions are not

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identical, the definition set forth in this Section 1.1 shall, unless otherwise stated in this Agreement, govern for purposes of interpreting Construction Manager's obligations under this Agreement.

1.1.1 Acceptance. "Acceptance" means the point that the Project is formally accepted by the Board of Supervisors and a Notice of Completion is recorded by County.

1.1.2 Addendum. "Addendum" means written or graphic information (including, without limitation, Drawings or Specifications) prepared for and issued to Bidders, which modifies or interprets the proposed Contract Documents by additions, deletions, clarifications, or corrections.

1.1.3 Additional Insured. "Additional Insured" means each of the Indemnitees and other persons or entities that, under the terms of this Agreement and its exhibits, the Construction Manager or its Subconsultants are required to name as an additional insured under their policies of insurance.

1.1.4 Additional Services. "Additional Services" means the services described or referenced in Article 3, below.

1.1.5 Additional Services Compensation. "Additional Services Compensation" means the compensation that is payable to Construction Manager under this Agreement for its performance of authorized Additional Services in accordance with this Agreement, which compensation consists of two components: Additional Services Fees and Reimbursable Expenses.

1.1.6 Additional Services Fees. "Additional Services Fees" means those fees for services payable to Construction Manager under this Agreement for authorized Additional Services performed in accordance with this Agreement.

1.1.7 Agreement. "Agreement" means this Standard Form of Agreement Between County and Construction Manager.

1.1.8 Alternate. "Alternate" means a proposed alternative described in the Bidding Documents adding or deleting a particular material, system, product or method of construction.

1.1.9 Applicable Laws. "Applicable Laws" means all statutes, ordinances, regulations, policies and guidelines (including, without limitation, Environmental Laws and Disability Laws) enacted by Governmental Authorities, codes adopted or promulgated by Governmental Authorities (including, without limitation, building and health and safety codes), lawful orders of Governmental Authorities and common law, including, but not limited to, principles of equity applied by the courts, which are in effect at the time the services or other obligations that are required under or in connection with the performance of this Agreement are performed.

1.1.10 Application for Payment. "Application for Payment" means the Contractor's or a Separate Contractor's itemized application for payment for Work.

1.1.11 Architect. "Architect" means the individual or firm under contract with County who is primarily responsible to provide the design and engineering services for the Project.

1.1.12 Architect's Subconsultant. "Architect's Subconsultant" means a person or firm that has a contract with Architect to provide professional services to the Project.

1.1.13 Assist. "Assist" means to provide assistance in accomplishing a task in a secondary, supporting role to another Project Team member who has the lead role and primary responsibility for performance of the task.

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1.1.14 Assistant CEO/EDA. "Assistant CEO/EDA" means the Assistant CEO for the Economic Development Agency of the County, or his/her designee.

1.1.15 Award. "Award" means a resolution or minute order duly adopted by the Board of Supervisors approving County's entering into the Construction Contract with Contractor or a Separate Contractor.

1.1.16 Basic Services. "Basic Services" means the services required by Article 2, below, to be performed by Construction Manager.

1.1.17 Basic Services Compensation. "Basic Services Compensation" means the compensation that is payable to Construction Manager under this Agreement for its performance of Basic Services in accordance with this Agreement, which compensation consists of two components: Basic Services Fees and Reimbursable Expenses.

1.1.18 Basic Services Fees. "Basic Services Fees" means those fees for services, as distinguished from reimbursement of costs, that are payable to Construction Manager under this Agreement as part of the Basic Services Compensation for Basic Services performed in accordance with this Agreement, which may be in the form of either a Fixed Basic Services Fee or a Maximum Hourly Fee.

1.1.19 Bid. "Bid" means a written proposal submitted by a Bidder to County pursuant to the Bidding Documents.

1.1.20 Bidder. "Bidder" means a person or entity submitting a Bid.

1.1.21 Bidding Documents. "Bidding Documents" means the documents prepared and issued by County to Bidders in connection with a solicitation by County of Bids for Award of a Construction Contract to Contractor or a Separate Contractor for all or a portion of the Work.

1.1.22 Bidding Phase. "Bidding Phase" means the Phase of Construction Manager's Basic Services described in Section 2.4, below.

1.1.23 Board of Supervisors. "Board of Supervisors" means the Board of Supervisors for the County of Riverside.

1.1.24 Claim. "Claim" means a demand or assertion by County or Construction Manager seeking, as a matter of right, an interpretation of contract, payment of money, recovery of damages or other relief. A Claim does not include the following: (1) tort claims for personal injury or death; (2) stop notice claims by Subconsultants; or (3) the right of County to specific performance or injunctive relief to compel performance.

1.1.25 Close-Out Completion. "Close-Out Completion" means the point at which: (1) all conditions set forth in the Contract Documents for Substantial Completion and Final Completion of the Work to be performed by the Contractor or a Separate Contractor have been, and continue to be, fully satisfied; and (2) all Close-Out Documents relating to such Work have been received by County.

1.1.26 Close-Out Documents. "Close-Out Documents" means all documents (including, without limitation, paper and electronic versions) and other things that are required under the terms of the Contract Documents to be submitted by the Contractor or a Separate Contractor after Final Completion and as a condition of Final Payment to the Contractor or a Separate Contractor, including, without limitation, Record Documents, warranties, guarantees, technical and product information, product samples, operations and maintenance manuals and excess, replacement and attic stock parts and materials.

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1.1.27 Close-Out Phase. "Close Out Phase" means the Phase of Basic Services described in Section 2.6, below.

1.1.28 Comprehensive Management Plan. "Comprehensive Management Plan" means the Construction Manager's comprehensive written plan for the overall management of the Project.

1.1.29 Construction Contract. "Construction Contract" means a written contract executed between County and Contractor or a Separate Contractor for construction of all or a portion of the Work.

1.1.30 Construction Costs. "Construction Costs" means the total costs, whether estimated or actual, to construct those elements of the Project designed or specified by Architect or Architect's Subconsultants, inclusive of overhead and profit to Contractor and Separate Contractors performing the Work, but exclusive of: (1) reserves established for use by County; (2) the cost of services of Construction Manager, Subconsultants, Architect, Architect's Subconsultants and County Consultants; (3) land acquisition costs; (4) finance costs; (5) County's administrative costs; and (6) legal fees and costs.

1.1.31 Construction Documents. "Construction Documents" means progressive iterations and the final version of the Design Documents prepared by Architect and the Architect's Subconsultants for the Project.

1.1.32 Construction Schedule. "Construction Schedule" means a detailed, critical path schedule prepared by the Contractor or a Separate Contractor in accordance with the requirements of the Contract Documents showing its plan for performance of the Work within the Contract Time.

1.1.33 Contract Adjustment. "Contract Adjustment" means an adjustment, additive or deductive, to the Contract Price or Contract Time.

1.1.34 Contract Documents. "Contract Documents" means the following collection of documents as they may pertain to the Work to be performed by the Contractor or a Separate Contractor under a Construction Contract: (1) the Construction Contract; (2) Addenda; (3) General Conditions; (4) Specifications; (5) Plans and Drawings; (6) Modifications; (7) Reference Documents (as defined in the General Conditions); (8) Change Orders; (9) Unilateral Change Orders; (10) Construction Change Directives; and (11) other documents that comprise exhibits, attachments or riders to the documents listed in preceding Clauses (1) through (10).

1.1.35 Contract Price. "Contract Price" means the lump sum amount that County is obligated to pay to the Contractor or a Separate Contractor for performance of Work in accordance with the Contract Documents.

1.1.36 Contract Time. "Contract Time" means the total number of Days or period of time set forth in a Construction Contract within which Substantial Completion and Final Completion of the Work must be achieved by the Contractor or a Separate Contractor, including approved extensions of time permitted under the terms of the Contract Documents.

1.1.37 Contractor. "Contractor" means the individual or firm under a Construction Contract with County who is to serve as the principal, supervising general or prime contractor(s) for construction of the Project.

1.1.38 Contractor Safety Plan. "Contractor Safety Plan" means an injury and illness prevention plan(s) prepared by Contractor or a Separate Contractor setting forth the safety policies, procedures and forms to be followed and used in connection with performance of the Work.

1.1.39 County. "County" means the County of Riverside, a political subdivision of the State of

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California.

1.1.40 County Consultant. "County Consultant" means a professional, of any Tier, retained by County to provide professional services, other than those services provided by Construction Manager or Architect.

1.1.41 County Consultant Costs. "County Consultant Costs" means those costs, fees and expenses incurred by County to County Consultants.

1.1.42 Day. "Day" means, whether capitalized or not, calendar day, including weekends and legal holidays, unless otherwise specifically stated to be a working or business day.

1.1.43 Defective Work. "Defective Work" means: (1) Work by Contractor or a Separate Contractor that is (a) faulty, defective or deficient or (b) does not conform to Applicable Laws, the Contract Documents, the directives of County or Architect issued in accordance with the Contract Documents or the requirements of any inspection, reference standard, test, code or approval specified in the Contract Documents; or (2) Work that is deficient or defective by reason of a defect or deficiency in the Final Construction Documents or other Design Documents prepared by Architect or a County Consultant.

1.1.44 Delay. "Delay" means any circumstances involving delay, disruption, hindrance or interference.

1.1.45 Deliverables. "Deliverables" means the completed written work product (including, without limitation, reports, summaries, projections, plans, programs, procedures and minutes) required to be prepared and submitted by Construction Manager to County under the terms of this Agreement, including, without limitation, the following: Comprehensive Management Plan, Document Control Plan, Operations Displacement Plan, Temporary Facilities Plan, Disabled Access Plan, Emergency Response Plan and Project Schedule.

1.1.46 Design Costs. "Design Costs" means the total fees and expenses, whether estimated or actual, of the Architect and Architect's Subconsultants for services related to the Project.

1.1.47 Design Documents. "Design Documents" means all originals, copies and drafts (whether paper or electronic) of plans, drawings, tracings, specifications, programs, reports, calculations, presentation materials, samples, models and other materials containing designs, specifications, engineering or other information prepared by Architect or Architect's Subconsultants for the Project.

1.1.48 Design Phase. "Design Phase" means the Phase of Construction Manager's Basic Services described in Section 2.3, below.

1.1.49 Development Plan. "Development Plan" means the County's long-range master plan for development described in the Description of Development Plan - Exhibit "A" attached hereto, of which the Project comprises a part or phase.

1.1.50 Disability Laws. "Disability Laws" means applicable federal, state, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees, or requirements of any Governmental Authority, which regulate, relate to or impose liability or standards of conduct with respect to, or accessibility for, persons with disabilities, including, without limitation, the Americans with Disabilities Act (42 USCA §§ 12101 et seq.) and the Fair Housing Amendments Act of 1988 (42 USCA §§ 3604 et seq.).

1.1.51 Disabled Access Plan. "Disabled Access Plan" means a written plan prepared by the

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Architect in accordance with Disability Laws for access and pathways of travel outside of construction boundaries during construction by persons with disabilities.

1.1.52 Document Control Plan. "Document Control Plan" means a written plan prepared by Construction Manager for the systemized controlling and managing of Project Documents exchanged or transmitted among Project Team members.

1.1.53 Drawings. "Drawings" means the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, including plans, elevations, details, schedules and diagrams. The term "Drawings" is used interchangeably with "Plans."

1.1.54 Effective Date. "Effective Date" means the date set forth in the Preamble to this Agreement, or, if none is set forth, the date that this Agreement is signed by the County.

1.1.55 Emergency Response Plan. "Emergency Response Plan" means a written plan prepared by Construction Manager for responding to emergencies on the Site.

1.1.56 Environmental Laws. "Environmental Laws" means applicable federal, state, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees, or requirements of any Governmental Authority, which regulate, relate to, or impose liability or standards of conduct concerning any Hazardous Substance (including, without limitation, the use, handling, transportation, production, disposal, discharge or storage thereof), occupational or environmental conditions on, under, or about the Site or Existing Improvements (including, without limitation, soil, groundwater, and indoor and ambient air conditions), environmental protection (natural or manmade resources), or occupational health or industrial hygiene (but only to the extent related to Hazardous Substances on, under, or about the Site or Existing Improvements), as now or may at any later time be in effect, including, without limitation: the Comprehensive Environmental Response, Compensation and Liability Act of 1980 [42 U.S.C.A. §§ 9601 et seq.]; the Resource Conservation and Recovery Act of 1976 [42 U.S.C.A. §§ 6901 et seq.]; the Clean Water Act (also known as the Federal Water Pollution Control Act) [33 U.S.C.A. §§ 1251 et seq.]; the Toxic Substances Control Act [15 U.S.C.A. §§ 2601 et seq.]; the Hazardous Materials Transportation Act [49 U.S.C.A. §§ 1801 et seq.]; the Insecticide, Fungicide, Rodenticide Act [7 U.S.C.A. §§ 136 et seq.]; the Superfund Amendments and Reauthorization Act [42 U.S.C.A. §§ 6901 et seq.]; the Clean Air Act [42 U.S.C.A. §§ 7401 et seq.]; the Safe Drinking Water Act [42 U.S.C.A. §§ 300f et seq.]; the Solid Waste Disposal Act [42 U.S.C.A. §§ 6901 et seq.]; the Surface Mining Control and Reclamation Act [30 U.S.C.A. §§ 1201 et seq.]; the Emergency Planning and Community Right to Know Act [42 U.S.C.A. §§ 11001 et seq.]; the Occupational Safety and Health Act [29 U.S.C.A. §§ 655 and 657]; the Residential Lead-Based Paint Exposure Act (Title X of the Housing and Community Development Act of 1992) [15 U.S.C.A. §§ 2681 et seq.]; the Lead-Based Paint Poisoning Prevention Act [42 U.S.C.A. §§4821 et seq.], the Federal Endangered Species Act, the California Endangered Species Act, the Migratory Bird Treaty Act, the National Environmental Policy Act, the California Environmental Quality Act, Porter Cologne Water Quality Act (California Water Code §§ 13000 et seq), and all similar federal, state or local laws, rules, orders, regulations, statutes, ordinances, codes, decrees, or requirements.

1.1.57 Estimate of Construction Costs. "Estimate of Construction Costs" means a written estimate prepared by Construction Manager of the reasonable, anticipated Construction Costs for construction of the Project as depicted or described in then-current version of the Construction Documents.

1.1.58 Existing Improvements. "Existing Improvements" means improvements located on the Site as of the Effective Date, whether above or below the surface of the ground, including, but not limited to, existing buildings, utilities, infrastructure improvements and other facilities.

1.1.59 Final Construction Documents. "Final Construction Documents" means the point at

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which the Construction Documents, including, without limitation, all corrections (excluding deferred approvals) required by County or Governmental Authorities, have been completed and approved by the County and permits issued for construction by Governmental Authorities.

1.1.60 Final Program. "Final Program" means the Program for the Project approved by County at the conclusion of the Mobilization/Programming Phase, including any modifications thereto that are approved by County in the manner required by this Agreement.

1.1.61 General Conditions. "General Conditions" means that portion of the Contract Documents between County and Contractor or Separate Contractor, titled "General Conditions", setting forth the general terms and conditions for construction of the Work and substantially conforming to the General Conditions of the Standard Form Construction Contract Between County and Contractor - Exhibit "B" attached hereto.

1.1.62 Good Faith Determination. "Good Faith Determination" means a determination made by the Assistant CEO/EDA, which he/she believes in good faith to be a proper exercise of County's rights and to have a reasonable basis in fact, whether or not such determination is in fact proper, reasonable or correct or adjudged to be so.

1.1.63 Governmental Authority. "Governmental Authority" means the United States, the State of California, the County of Riverside (acting in its regulatory, rather than proprietary, capacity), the City in which the Project is located, any other local, regional, state or federal political subdivision, authority agency, department, commission, board, bureau, court, judicial or quasi-judicial body, and any legislative or quasi-legislative body or instrumentality of any of them, which has jurisdiction over the Project, Work or Site, including, without limitation, any such authority having jurisdiction to review and approve or reject the Contract Documents or the Work based on compliance or non-compliance with Applicable Laws.

1.1.64 Hazardous Substance. "Hazardous Substance" means the following: (1) any chemical, material or other substance defined as or included within the definition of "hazardous substances," "hazardous wastes," "extremely hazardous substances," "toxic substances," "toxic material," "restricted hazardous waste," "special waste," "contamination" or words of similar import under any Environmental Law, including, without limitation, the following: petroleum (including crude oil or any fraction thereof), asbestos, asbestos-containing materials, polychlorinated biphenyls ("PCBs") and PCB-containing materials, whether or not occurring naturally; or (2) any substance that because of its quantity, concentration or physical or chemical characteristics poses a significant present or potential hazard to human health and safety or to the environment, and which has been determined by any Governmental Authority to be a hazardous waste or hazardous substance.

1.1.65 Hourly Rates. "Hourly Rates" means the hourly rates for services that are compensable under this Agreement on an hourly basis and that are set forth in either: (1) the Hourly Rates Schedule - Exhibit "C" attached hereto; or (2) a contract between Construction Manager and a Subconsultant that has been submitted to and approved by County in the manner required by Section 1.6, below.

1.1.66 Indemnitees. "Indemnitees" means those persons and entities identified as the "Indemnitees" in Paragraph 9.1.1, below.

1.1.67 Initial Program. "Initial Program" means the County's initial statement, set forth in the Initial Program - Exhibit "D" attached hereto, of its design objectives for the Project.

1.1.68 Inspector of Record. ""Inspector of Record" means a person designated by the County to perform inspections on behalf of the County, who may be an employee or an independent consultant to County.

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1.1.69 Intellectual Property Rights. "Intellectual Property Rights" means all intellectual property rights, including, without limitation, patent, trademark, trade dress, copyright, industrial design rights, priority rights, and trade secrets.

1.1.70 Interest Rate. "Interest Rate" means the lesser of either: (1) ten percent (10%) per annum; or (2) the maximum legal rate of interest allowed by Applicable Laws.

1.1.71 Invoice for Payment. "Invoice for Payment" means an itemized invoice requesting payment that is prepared and submitted by Construction Manager in accordance with this Agreement.

1.1.72 Key Personnel, Key Person. "Key Personnel" and "Key Person" mean those individuals employed by Construction Manager and listed in the Key Personnel List - Exhibit "E" attached hereto, and any additions or replacements thereto approved by County, whose personal performance is deemed of the essence to this Agreement.

1.1.73 Loss, Losses. "Loss" and "Losses" mean any and all economic and non-economic losses, costs, liabilities, claims, damages, actions, judgments, settlements and expenses, including, without limitation, full and actual attorney's fees (including, without limitation, attorney's fees for trial and on appeal), expert and non-expert witness fees, arbitrator and arbitration fees and mediator and mediation fees.

1.1.74 Manage, Management, Managing. "Manage", "Management" and "Managing", when used in describing Construction Manager's services, mean and include oversight, coordination, critical evaluation, interfacing with appropriate Project Team members, monitoring, reviewing, reporting, documenting, providing advice and recommendations and expediting and do not, unless expressly stated otherwise in this Agreement, include responsibility for controlling, supervising or directing the day-to-day activities of Project Team members other than Construction Manager's Subconsultants.

1.1.75 Master Project Schedule. "Master Project Schedule" means the Master Project Schedule - Exhibit "F" attached hereto, which sets forth the mutually agreed dates and/or time periods for achieving key milestones related to the development, design and construction of the Project.

1.1.76 Maximum Hourly Fee. "Maximum Hourly Fee" means the agreed, not-to-exceed amount applicable to compensation for Basic Services, where the Basic Services Compensation is based on an hourly/not-to-exceed compensation rather than a lump sum, fixed fee amount.

1.1.77 Mobilization/Programming Phase. "Mobilization/Programming Phase" means the Phase of Construction Manager's Basic Services described in Section 2.2, below

1.1.78 Mold. "Mold" means mold, mildew, spores or other microorganisms of any type, nature or description, or any by-product thereof, the presence of which poses an actual or potential threat to human health, including, without limitation, any species of organisms of the kingdom of fungi, or mycota, including yeasts, smuts, ruts, mildews, molds and mushrooms or any microbial contamination, either airborne or surficial, which arises out of or is related to the presence of fungi or spores (including, without limitation, aspergilius, cladosporium, penicillium and stachybortrys chartarum).

1.1.79 Notice of Completion. "Notice of Completion" means a "notice of completion" as defined in California Civil Code § 3093.

1.1.80 Notice of Intent to Award. "Notice of Intent to Award" means the written notice by or on behalf of County stating County's intent to Award a Construction Contract.

1.1.81 Operations Displacement Plan. "Operations Displacement Plan" means a written plan

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prepared by Construction Manager for maintaining on-going operations and use of the Site, including, without limitation, a plan for coordinated displacement and relocation of facilities services, parking and other on-Site amenities and accommodations that takes into consideration, without limitation, providing barrier-free access, path of travel and use of facilities to and by persons with disabilities and establishment of a comprehensive plan for informational and directional signage and graphics to assure a continuous and efficient flow of foot and vehicular traffic.

1.1.82 Period of Inactivity. "Period of Inactivity" means a period of time during which the County has directed in writing that no services are to be performed by Construction Manager or its Subconsultants.

1.1.83 Phase. "Phase" means a phase of Construction Manager's Basic Services as set forth in Article 2, below.

1.1.84 Plans. "Plans" means the graphic and pictorial portions of the Contract Documents prepared by Architect or Architect's Subconsultants showing the design, location and dimensions of the Work, including, without limitation, plans, elevations, details, schedules and diagrams. The term "Plans" is used interchangeably with "Drawings."

1.1.85 Post-Completion Phase. "Post-Completion Phase" means the one-year period following Final Completion and Acceptance of the Project during which one-year warranties of construction are in force and post-completion commissioning activities take place.

1.1.86 Post-Award Submittals. "Post-Award Submittals" means the collection of documents required to be submitted by a successful bidder or proposer following its receipt of the Notice of Intent to Award.

1.1.87 Post-Completion Phase. "Post-Completion Phase" means the Phase of Construction Manager's Basic Services described in Section 2.7, below.

1.1.88 Program. "Program" means the statement of those key elements, criteria and requirements established by County that constitute County's design objectives for the Project, including the Initial Program, Final Program and any revisions thereto authorized in writing by County.

1.1.89 Project. "Project" means the work of improvement generally described on the cover page to this Agreement, with respect to which the improvements designed by Architect and Architect's Subconsultants, whether constituting the whole or a part of such work of improvement, are necessary or appurtenant to the County's use or occupancy thereof.

1.1.90 Project Budget. "Project Budget" means a written statement of funds available to pay for Project Costs for the Project, approved by County, setting forth detail that includes, at a minimum, separate budgetary amounts for Design Costs, County Consultant Costs and Construction Costs.

1.1.91 Project Construction Budget. "Project Construction Budget" means that portion of a Project Budget that sets forth the County's budget for Construction Costs.

1.1.92 Project Costs. "Project Costs" means the total of all Design Costs, Construction Costs, County Consultants Costs and other costs, fees and expenses required for design and construction of the Project. Project Costs do not include: (1) purchase price of land acquisition; (2) finance costs; (3) County administrative costs; or (4) legal fees and court costs.

1.1.93 Project Documents. "Project Documents" means all writings (including, without limitation, photographs, copies and drafts) of documents, of every kind, prepared by any Project Team

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member and related in any way to the Project or the Development Program, including, without limitation, electronic files and paper copies.

1.1.94 Construction Manager's Own Expense. "Construction Manager's Own Expense", generally used in reference to a cost, expense or service incurred in connection with a particular event or circumstance related to the negligence, breach or other wrongful conduct of Construction Manager or a Subconsultant, means that the services performed and the costs and expenses incurred by Construction Manager and its Subconsultants in connection with such event or circumstance shall be borne by Construction Manager without payment or reimbursement, of any kind, by County.

1.1.95 Project Reports. "Project Reports" means the reports required to be submitted by Construction Manager in accordance with Paragraph 2.1.4, below.

1.1.96 Project Representative. "Project Representative" is the person identified in Paragraph 1.5.3, below, with the authority to act on behalf of Construction Manager set forth in said Paragraph.

1.1.97 Project Schedule. "Project Schedule" means a detailed time schedule prepared by the Construction Manager setting forth the time periods, review times and deadlines for programming, management, design and construction of the Project in accordance with the requirements of the Master Project Schedule.

1.1.98 Project Team. "Project Team" means County, Construction Manager, Subconsultants, Architect, Architect's Subconsultants, County Consultants, Contractor, Separate Contractors, Subcontractors and other firms or individuals retained by County, or retained by others with County's approval, participating in the planning, programming, design or construction of the Project.

1.1.99 Proprietary Information. "Proprietary Information" means the confidential information described in Section 13.7, below.

1.1.100 Record Documents. "Record Documents" means the collection of documents assembled and prepared by Contractor or a Separate Contractor (including, without limitation, the Record Drawings and Record Specifications) showing the condition of the Work as actually built.

1.1.101 Record Drawings, Record Specifications. "Record Drawings" and "Record Specifications" mean the Drawings and Specifications marked by Contractor or a Separate Contractor to show the condition, location and placement of the Work as actually built, including, without limitation, the locations of mechanical, electrical, plumbing or similar portions of the Work that are depicted diagrammatically in the Drawings.

1.1.102 Reimbursable Expenses. "Reimbursable Expenses" means the cost reimbursement component of Basic Services Compensation and Additional Services Compensation that involves reimbursement of out-of-pocket expenses incurred and paid in connection with the performance of Basic Services or Additional Services.

1.1.103 Schematic Design Documents. "Schematic Design Documents" means the schematic Design Documents prepared by Architect and submitted by Architect for approval by County.

1.1.104 Separate Contractor. "Separate Contractor" means a person or firm, other than the Contractor, under separate contract with County to perform or supply work, materials or equipment to the Project.

1.1.105 Site. "Site" means: (1) the parcel of land identified in the Property Description - Exhibit "G" attached hereto and such additional parcels as may be purchased by County for the Project after

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execution of this Agreement; (2) all areas adjacent to such parcels that may be used by Contractor or a Separate Contractor or their Subcontractors for staging, storage, parking or temporary offices; and (3) all land areas, both private and public, adjacent to such parcels on which Work is required to be performed under the Contract Documents, Applicable Laws or permits relating to the Project.

1.1.106 Specifications. "Specifications" means the portion of the Contract Documents consisting of the written requirements for materials, equipment, standards and workmanship for the Work and performance of related services.

1.1.107 Subconsultant. "Subconsultant" means a person or firm that has a contract with Construction Manager to provide some portion of the services that are covered by this Agreement.

1.1.108 Subcontractor. "Subcontractor" means a person or firm that has a contract to perform a portion of Work of Contractor or a Separate Contractor, including, without limitation, subcontractors, sub-subcontractors, suppliers, equipment operators, manufacturers and vendors, of every Tier.

1.1.109 Submittal. "Submittal" means shop drawings, detailed designs, samples, exemplars, product data, fabrication plans, installation drawings, lists, graphs, operating instructions, and other similar documents required to be submitted by Contractor or a Separate Contractor for review and approval in accordance with the terms of the Contract Documents.

1.1.110 Temporary Facilities Plan. "Temporary Facilities Plan" means a written plan prepared by Construction Manager for establishing temporary facilities to accommodate construction on Site, including, without limitation, identification of timing and duration of facilities placement, costs of placement, installation and leasing, square footage requirements, program requirements, build-outs, logistics of mobilization and utilization of swing space within existing buildings.

1.1.111 Tier. "Tier" means the contractual level of a Subconsultant with respect to Construction Manager, a Subcontractor with respect to the Contractor or a Separate Contractor or a County Consultant with respect to County. For example, a "first-Tier" Subcontractor is under contract with the Contractor. A sub-subcontractor under contract with a first-Tier Subcontractor is in the "second Tier," and so on.

1.1.112 Work. "Work" means all labor, materials, equipment, services, permits, licenses, taxes and other actions and things necessary for Contractor or a Separate Contractor to fully perform its obligations under the Contract Documents (including, without limitation, any changes, additions or deletions requested by County).

1.2 INCORPORATION OF RECITALS

The Recitals set forth above are hereby incorporated as part of this Agreement.

1.3 PERFORMANCE STANDARD

1.3.1 Standard of Care. Without limitation to Construction Manager's other obligations under this Agreement, all services performed by Construction Manager and its Subconsultants in connection with this Agreement shall be performed in a manner consistent with a high standard of care under industry standards and Applicable Laws applying to those who specialize in providing project and construction management services for projects of the type, scope and complexity of the Project.

1.3.2 Fiduciary Relationship. Construction Manager acknowledges the relationship of trust and confidence between it and County and agrees to provide, in its capacity as a fiduciary to County, all services in a manner consistent with the expressed best interests of County.

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1.3.3 Leadership Role. Construction Manager understands and accepts that, within the scope of the services to be provided by Construction Manager under this Agreement, Construction Manager shall demonstrate and practice, at all times, leadership in facilitating the prompt, efficient administration and economical construction of the Project, including, without limitation: (1) reasonably anticipating the needs of County; (2) proactively identifying and expediting resolution of matters in question among Project Team members; (3) keeping all Project Team members fully informed, to the extent appropriate to their respective roles and responsibilities, of current information, recent developments and upcoming deadlines and milestones; and (4) working to create and build a team approach among the Project Team members.

1.4 AUTHORITY OF CONSTRUCTION MANAGER

Construction Manager's authority is limited to its scope of authority set forth in this Agreement and the General Conditions. Notwithstanding anything else stated in this Agreement or any of the Contract Documents, Construction Manager does not have the express or implied authority to contractually obligate County to any expenditure of money or extension of time, including, without limitation, any adjustment to the price or time of performance of any contract between County and the Contractor, any Separate Contractor, any County Consultant or any other third person or entity.

1.5 CONSTRUCTION MANAGER'S PERSONNEL

1.5.1 Commitment, Cooperation. Recognizing the necessity of a close working relationship with County, Construction Manager's principals and employees shall: (1) furnish their professional skill, efforts and judgment to the fullest extent in the performance of their duties and responsibilities under this Agreement; (2) provide their knowledge, ideas, experience and abilities for the efficient and cost effective design and construction of the Project; and (3) cooperate fully with all members of the Project Team.

1.5.2 Key Personnel.

.1 Key Personnel List. Those persons who have been identified by County and Construction Manager at the time of execution of this Agreement to perform services as Key Persons for the Project are listed in the Key Personnel List - Exhibit "E" attached hereto. Construction Manager represents that it has performed a thorough background check of each of the Key Persons, and that each such check disclosed no felony conviction or other matter which cast any reasonable doubt on the competency, reliability, or honesty of such person.

.2 Of Essence. Construction Manager shall devote as many persons and personnel hours to the Project as are needed to meet its obligations under the Agreement. The Key Persons shall provide in-depth guidance, supervision and analysis, and make all material decisions required to carry out the Construction Manager's performance properly and promptly. The furnishing of services by the Key Persons is of the essence to this Agreement.

.3 Additions, Removals, Replacements.

(1) Additions. It is contemplated that from time to time, as appropriate and necessary to the stage of planning, programming, design, and construction, the need may arise for persons to be added to the Key Personnel List - Exhibit "E" attached hereto to perform the functions of one or more Key Persons. Construction Manager shall anticipate the need for such additions by submitting to County, no later than seven (7) Days prior to the need therefor, a written request for any proposed additions and the reasons therefor. County shall promptly review and respond to the Construction Manager's request, including in such response its reasons for any disapproval. Construction Manager shall neither allow any person who is not a Key Person approved by County to perform the functions of a Key Person nor allow any Key Person approved by County to perform the

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functions of any other Key Person previously approved by County without the advance written approval of County, which approval may be withheld if the County, acting in good faith, objects thereto.

(2) Removal. Construction Manager shall not, for so long as any person is employed by Construction Manager as a Key Person, remove, replace or transfer the responsibilities of such person without County's prior written approval, which may be granted or withheld in County's sole and absolute discretion. If County is for any reason dissatisfied with the services rendered by any Key Person, Construction Manager shall promptly recommend a substitute person as a replacement pursuant to Subparagraph 1.5.2.3, (3), below.

(3) Replacements. In the event that Construction Manager learns that any Key Person will be leaving the employ of Construction Manager, Construction Manager shall promptly notify County. In such case, or if a Key Person is requested to be removed pursuant to Subparagraph 1.5.2.3, (2), above, Construction Manager shall promptly recommend for approval by County a proposed replacement person of at least equal qualifications to perform the functions of the removed Key Person, which approval may be granted or denied in County's sole and absolute discretion. Construction Manager shall bear, at Construction Manager's Own Expense, all Loss associated with replacing, for any reason, any Key Person, including, without limitation, all additional costs and expenses associated with familiarizing the Key Person's replacement with the particular facts, circumstances and history of the Project.

(4) No County Liability. Neither County's request for removal, nor County's approval or disapproval, of a Key Person shall be interpreted as (a) creating any liability or responsibility on the part of County for the acts or omissions of such Key Person; (b) waiving any of County's rights under this Agreement or Applicable Laws; or (c) relieving Construction Manager of its sole responsibility for the acts and omissions of all persons employed by Construction Manager who perform services for the Project, including, without limitation, all Key Persons and their replacements.

1.5.3 Project Representative. The Project Representative is **Marty Greenwood**. The Project Representative has the authority to act on behalf of Construction Manager in respect to all matters that are the subject of this Agreement. The party signatory to this agreement on behalf of the Construction Manager has, without limitation, the power and authority to contractually bind Construction Manager to agreements and modifications of agreements. The Project Representative is deemed to be a Key Person. The Project Representative shall be available at all times during all Phases to consult with County on matters pertinent to the Project.

1.5.4 Sole Responsibility. All persons employed by Construction Manager shall be the employees of Construction Manager and not of County. Construction Manager and its Subconsultants shall each respectively pay all wages, salaries, and other amounts due employees in connection with their performance under this Agreement and required by law. Construction Manager and its Subconsultants shall each respectively be solely responsible for any workers' compensation obligations, withholding taxes, unemployment insurance and any other employer obligations with respect to its employees.

1.6 SUBCONSULTANTS

1.6.1 Retention. Construction Manager may, with prior written approval by County granted or withheld in the County's sole and absolute discretion, retain Subconsultants to perform portions of the services required by this Agreement.

1.6.2 Approval by County. Construction Manager's request for approval to retain a Subconsultant shall be submitted in a writing that describes the name of the proposed Subconsultant and the full contractual terms of the Subconsultant's proposed retention, including, without limitation, the

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scope of services, total or maximum price and/or hourly rates, terms of reimbursement (including any markups or multipliers) and insurance. A copy of the entire proposed contract to be executed by Construction Manager for the retention of the Subconsultant shall be provided to County if requested by County. County shall use its best efforts to approve or disapprove of a proposed Subconsultant within seven (7) Days of Construction Manager's request therefor and receipt by County of information requested by County pursuant to this Paragraph 1.6.2. Basic Services or Additional Services charged by Subconsultants who have not been approved by, or whose contractual terms of retention have not been submitted to, County pursuant to this Paragraph 1.6.2 will be deemed performed at Construction Manager's Own Expense.

1.6.3 Pre-Approved Subconsultants. The County has pre-approved the following Subconsultants:

- N/A

Such pre-approval shall be deemed to constitute approval by County as required by Paragraph 1.6.1, above, but shall not be interpreted as a waiver of County's other rights under Paragraph 1.6.2, above, concerning approval of contractual terms and the right to copies of Subconsultant contracts.

1.6.4 Written Contracts. Subconsultants shall be retained by written contract with Construction Manager. Every contract entered into between Construction Manager and a Subconsultant (and between a Subconsultant and a lower-Tier Subconsultant) shall contain appropriate language whereby each Subconsultant, of every Tier, accepts and agrees, without thereby creating any contractual obligation on the part of County to the Subconsultant or any other Subconsultant, of any Tier, to be bound by all of the obligations of this Agreement, including, without limitation, those obligations pertaining to indemnification, insurance, records retention, audit, dispute resolution and ownership of documents. Construction Manager further agrees to include in its contracts with its first-Tier Subconsultants the following provisions: (1) a contingent assignment of the contract to County or its designee, contingent only upon written acceptance by County or its designee; and (2) the optional right of County to directly contract with the Subconsultant for the performance of services related to the Project that are not within the scope of Construction Manager's Basic Services under this Agreement.

1.6.5 Supervision. All Basic Services that are within the field of professional practice of a Subconsultant approved by County and retained by Construction Manager shall be directly performed or supervised by such Subconsultant. Notwithstanding the foregoing, Construction Manager shall remain solely responsible, as between Construction Manager, on the one hand, and County or any other person or entity to whom County may be liable, on the other hand, for the adequacy of the Subconsultant's performance and its compliance with the requirements of this Agreement.

1.6.6 Termination. Construction Manager may, upon advance written notice to County, terminate and replace the services of any County-approved Subconsultant, subject in all cases to the prior written approval of County, which approval shall not be unreasonably withheld, conditioned or delayed.

1.6.7 No County Responsibility. Neither County's approval of the Construction Manager's retention of a Subconsultant nor County's review or approval of a Subconsultant's contractual terms of retention, even if those terms conflict with this Agreement, shall give rise to any liability or responsibility on the part of County for the acts or omissions of the Subconsultant, waive any of County's rights, or relieve Construction Manager of any of its obligations under this Agreement. Construction Manager shall remain solely responsible to County, notwithstanding County's approval of any Subconsultant or its contractual terms of retention, for the quality and performance of all Subconsultants' services, and for the content, enforceability, and enforcement of all contractual terms relating to all Subconsultants's

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performance of services for the Project.

1.7 OWNERSHIP OF DOCUMENTS

1.7.1 Property of County. Subject to the rights of use of Construction Manager and its Subconsultants under Paragraph 1.7.5, below, all Project Documents prepared by Construction Manager or its Subconsultants, including any designs, building designs or other depictions underlying or shown in them, shall be deemed the sole and exclusive property of County and ownership thereof is irrevocably vested in County, whether the Project is executed or not.

1.7.2 Assignment of Rights. Subject to the rights of use of Construction Manager and its Subconsultants under Paragraph 1.7.5, below, Construction Manager shall, without further request or consideration from County, obtain and if necessary transfer to County, in writing, any and all Intellectual Property Rights in the Project Documents prepared by Construction Manager or its Subconsultants, including any designs, building designs or other depictions underlying or shown in them, free and clear of any liens or other encumbrances, claims or rights of third parties, and cooperate with County in securing and registering such rights, so that County shall own all Intellectual Property Rights and any other tangible and/or intangible property rights in or associated with such Project Documents. Such transfer and assignment will be effective for the entire duration of the Intellectual Property Rights therein and include, but are not be limited to, all rights in related plans, specifications, documentation, derivative works and moral rights.

1.7.3 Use by County. Without limitation to the other provisions of this Section 1.7, County shall have the right to use the Project Documents prepared by Construction Manager for the construction, use, occupancy or maintenance of the Project, including, without limitation, future additions, alterations, corrections or repairs to the Project.

1.7.4 Construction Manager's Warranty. Construction Manager represents and warrants that the Project Documents, whether prepared by Construction Manager or a Subconsultant, and the use of such Project Documents in the ordinary course, are free of any claim of infringement or any other violation of any Intellectual Property Right or other right of any third party.

1.7.5 Use by Construction Manager. Except as otherwise stated in this Paragraph 1.7.5, Construction Manager shall not copy, offer to sell, display, prepare derivative works of, distribute, make, or otherwise commercialize, any of the Project Documents prepared by Construction Manager or its Subconsultants, or any substantially or confusingly similar likeness thereof, for any purpose, without the prior written consent of County, which consent may be granted or denied in the sole and absolute discretion of County. Notwithstanding the foregoing, nothing herein shall be interpreted as limiting the right of Construction Manager to copy, offer to sell, display, prepare derivative works of, distribute, make, or otherwise commercialize any standard or pre-existing information, including information that is part of the public domain, that is generally known or in use by other construction managers or which was developed or created by Construction Manager or a Subconsultant prior to or independent of the services performed under this Agreement. County hereby grants to Construction Manager and its Subconsultants a license during the term of Construction Manager's performance of this Agreement and prior to final payment to Construction Manager, revocable at will by County in the event of a termination of this Agreement, to use and copy the Project Documents prepared by Construction Manager or its Subconsultants and the designs depicted in or underlying them for the purpose of performing the services required under this Agreement.

1.7.6 Inspection by County. County shall have the right at any time or times, upon prior written request by County, to review the status and condition of the Project Documents prepared by Construction Manager or its Subconsultants and to request that copies thereof be provided to County.

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1.7.7 Delivery to County. Construction Manager shall, at any time upon request by County and without request by County upon or after termination or full performance of this Agreement, promptly deliver to County the originals and copies (including paper and electronic versions) of all Project Documents, whether prepared by Construction Manager or the Subconsultants. Electronic versions shall be submitted using AutoCAD, Adobe Acrobat or other software satisfactory to County and shall be in a form that is indexed and editable. Construction Manager shall be permitted to retain copies, including reproducible copies, of the Project Documents for its files, information and reference.

1.7.8 Disputes. Payment shall not be interpreted as a condition to, nor shall disputes between County and Construction Manager diminish or in any way limit, the rights of County under this Section 1.7.

1.8 APPLICABLE LAWS

1.8.1 Compliance with Laws. Subject to the other provisions and limitations of this Section 1.8 and without intending to limit Construction Manager's right to Additional Services Compensation for changes in Applicable Laws pursuant to Article 3, below, Construction Manager shall, at all times in its performance under this Agreement, comply with Applicable Laws. The foregoing obligation includes, without limitation, the obligation of Construction Manager and its Subconsultants to perform in accordance with Applicable Laws in effect on the date of such performance.

1.8.2 Changes in Laws. Construction Manager is obligated, exercising the standard of professional care set forth in Section 1.3, above, to keep informed and advise County of possible changes in Applicable Laws that affect the Project and promptly inform County of such changes in advance of their becoming effective.

1.8.3 Direct Communications. Construction Manager shall not communicate directly with any Governmental Authority without County's prior approval, which approval shall not be unreasonably delayed, conditioned or withheld.

1.9 TIME OF ESSENCE

All time limits set forth in this Agreement pertaining to Construction Manager's performance of any obligation or act for the benefit of County or the Project are deemed to be of the essence to this Agreement.

1.10 EFFECTIVE DATE

This Agreement shall be deemed effective as of the Effective Date.

1.11 ARCHITECTURAL, ENGINEERING, LEGAL AND CERTIFIED PUBLIC ACCOUNTING SERVICES

Nothing contained in this Agreement shall be deemed to require or authorize the Construction Manager to perform any act for which a professional license is required by Applicable Laws in the fields of architecture, engineering, law or certified public accounting.

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ARTICLE 2
BASIC SERVICES

2.1 GENERAL PROVISIONS

2.1.1 Basic Services. Basic Services are those services that Construction Manager is required to provide under the terms of this Article 2. Listings of Basic Services in this Agreement by Phase are solely a matter of convenience and shall not be interpreted as limiting the Construction Manager's obligation to perform any Basic Service, as part of any Phase, if such performance is reasonably necessary in order to provide Construction Management of the Project; provided, however, that Construction Manager's Basic Services required for the Post-Completion Phase are limited to those services described in Section 2.7, below. County and Construction Manager have endeavored to describe in this Article 2 the scope of the Basic Services to be provided by Construction Manager; however, such descriptions are not intended to be exhaustive, it being understood that Construction Manager shall be required, without adjustment or addition to any agreed fixed rates or maximum compensation agreed to herein, to provide services, reasonably inferable as being included within the scope of this Agreement.Comprehensive Management Plan. The Construction Manager shall, with appropriate input from the County, promptly prepare, and thereafter promptly update and maintain as current, a Comprehensive Management Plan summarizing Construction Manager's plan for administering, monitoring, implementing and reporting on matters within the scope of its responsibility under this Agreement, including, without limitation: (1) identification of other Project Team members to be engaged and approximate dates for hiring; (2) summarization of a working plan for the Project Team members (including, without limitation, lines of communication and basic responsibilities for design, cost, schedule and construction); (3) establishment, documentation and implementation of controls for quality assurance in respect to performance by Project Team members in each phase of planning, programming, design, procurement, construction, close-out and post-completion; (4) strategies and recommendations for use, where appropriate, of alternative delivery systems (such as, but not limited to, design-build), multiple bid packaging, phasing, and fast-tracking; (5) procedures that provide for preparation and continuous updating of a schedule of activities of Project Team members with attention to those portions of the Project having schedule priority; (6) procedures for summarization of the financial status of the Project; and (7) procedures for the updating of the Comprehensive Management Plan as necessary to meet changing circumstances.

2.1.3 Development Plan. NOT USED

2.1.4 Project Reports. Project Reports shall be prepared and submitted to the County's designated Project Manager monthly (and more often if circumstances reasonably require), in both paper form and electronically, utilizing a format satisfactory to and approved by County. Project Reports shall keep the County fully informed on matters relating to cost, budget, and schedule, as well as potential problems or other matters that could adversely affect the completion of the Project within the County's time and cost objectives. Without limitation to the foregoing, and subject to the County's right to request such additional information as it judges in its reasonable discretion to be pertinent, Project Reports shall include at a minimum the following: (1) an executive summary; (2) the last 30 Days' highlights and accomplishments; (3) the current status of design and construction; (4) the next 30 Days' projected activities; (5) a detailed status report covering all significant developments in the Project; (6) updated construction costs and schedule information; (7) a safety report; (8) key progress photos of construction; (9) a status report summary of pending and approved Change Orders, Unilateral Change Orders and Construction Change Directives; (10) a status report summary of pending and approved Submittals; (11) a status report summary of pending and answered Requests for Information; (12) a status report summary of pending and unresolved claims; (13) a Master Project Schedule and Project Schedule update; and (14) the identification of significant problems impacting cost or schedule and strategies for their resolution.

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2.1.5 Project Meetings. Construction Manager shall throughout all Phases of its Basic Services: (1) arrange, chair (if requested by County) and attend all special and regularly scheduled meetings with County, Project Team members or Governmental Authorities; (2) if requested by County, coordinate such meetings' agendas; (3) unless otherwise directed by County, prepare and distribute minutes of such meetings; (4) respond to requests for corrections to such minutes; (5) include in such minutes a list of action items assigned to a particular Project Team member along with a date for further action or resolution; and (6) track compliance by responsible Project Team members, including, without limitation, providing written notice to appropriate Project Team members to expedite action and resolution of outstanding action items.

2.1.6 Financial Reporting. NOT USED

2.1.7 Schedule and Progress Reporting. Construction Manager shall on a monthly basis collect schedule and progress information from Project Team members, evaluate it for completeness and accuracy based on current and historical data and include in its Project Reports a summary of the schedule and progressed status of the Project that addresses, at a minimum, the status of the progress of the Work as compared to the updated Master Project Schedule, Project Schedule and the schedules prepared by Architect and Contractor, noting if there has occurred a Delay to a phase, major task or milestone, the number of Days of Delay, the reason for the Delay, the impact of the Delay on design, construction, completion and occupancy, and a recommended recovery plan for recapturing the time lost. Scheduling and progress information shall be prepared in multiple summary forms that "roll up" data in a coordinated and consistent manner to successively higher levels of reporting.

2.1.8 County Consultants. Construction Manager shall advise County on the appropriate time for retention of County Consultants whose services are necessary for the Project, allowing a reasonable time in advance for prequalification, competitive selection and contract negotiation and Assist County with the preparation of a definitive scope of services describing the scope of their services to be performed for County.

2.1.9 Project Team Management. Construction Manager shall, without assuming responsibility or liability for the direct supervision of performance by Project Team members, Manage the activities of the Project Team members, including, without limitation, the following:

.1 receive information, notices, requests or other materials from one or more Project Team members that are intended for other Project Team members, put such materials into appropriate form for submission to the intended recipients and deliver such materials to such recipients in a timely manner;

.2 monitor and evaluate the performance by Project Team members who provide professional or construction services to the Project for compliance with their obligations under their respective agreements with the County, notify the County if it appears that any Project Team member is not in compliance with said obligations and provide County with recommendations for rectification of such noncompliance;

.3 on a monthly basis (and, more frequently if the County or circumstances reasonably require): (1) evaluate time schedules and schedule updates of schedules prepared by other Project Team members retained by County; (2) receive and evaluate requests for time extensions and compensation for Delay received from any Project Team member retained by County; (3) evaluate actual progress of such Project Team member's performance relative to its schedule and keep the County fully advised on issues that could affect the Project Team member's meeting the deadlines and milestones set forth in its schedule; and (4) keep Project Team members informed of any upcoming deadlines or milestones relevant to the timing of their performance and provide necessary follow-up to remind Project Team members in advance of deadlines that are critical to maintaining progress of the Project;

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.4 critically evaluate the performance of cost estimating services by other Project Team members and provide recommendations to the County with respect to the sufficiency and completeness of their estimates and with respect to the need, if any, for preparation of independent estimates of costs related to design and construction;

.5 without limitation to Construction Manager's other obligations under this Article 2 and exercising the performance standard set forth in Section 1.3, above, review the written work product submitted to County by other Project Team members for evident errors or omissions, report any errors or omission discovered to County, and provide County with appropriate recommendations for rectifying same;

.6 monitor compliance by Project Team members other than County with the procedures for communications established by Construction Manager and approved by County and recommend action by County to enforce compliance; and

.7 promptly advise County if there appears to be an unnecessary duplication or overlap of services being provided by Project Team members, along with Construction Manager's recommendations for eliminating such duplicative or overlapping services.

2.1.10 Governmental Authorities. Construction Manager represents that, consistent with its performance standard set forth in Section 1.3, above, it is thoroughly knowledgeable in the requirements of Governmental Authorities as they apply to the development, design, permitting and construction of the Project. Construction Manager shall: (1) perform its services under this Agreement with all necessary and due consideration to such requirements of Governmental Authorities; (2) Manage compliance by the Contractors with such requirements of Governmental Authorities; and (3) immediately report to the County in writing if Construction Manager becomes aware of a failure by a Project Team member to comply with such requirements of any Governmental Authority.

2.1.11 Commissioning. Construction Manager shall, during all Phases of design and construction of the Project, coordinate the work of the County Consultants in the field of commissioning, including, without limitation, final commissioning throughout the Post-Completion Phase.

2.1.12 Risk Management. NOT USED

2.1.13 Computer Aided Design. Construction Manager represents that it has and will maintain throughout performance of this Agreement the necessary software, and shall at all time have persons on its staff with the expertise, required to receive, review, evaluate and transmit Project Documents that are prepared using AutoCAD electronic media.

2.1.14 Communications. Construction Manager shall comply with all written procedures issued by County for the conduct of communications relating to the Project or among the Project Team members. All communications with County shall be directed or copied to the attention of the Assistant CEO/EDA or his/her designee. County will endeavor to furnish Construction Manager with copies of written communications from County to Architect, Contractor, Separate Contractors and County Consultants that are pertinent to the Construction Manager's services under this Agreement.

2.1.15 Construction Means, Methods and Safety. Except in cases where the Construction Manager or a Subconsultant has breached an express obligation of this Agreement, violated an Applicable Law, acted with willful misconduct or violated the standard of performance set forth in Section 1.3, above, and then only to the extent of such breach, willful act or violation, Construction Manager shall have no responsibility or liability with regard to, and Contractor and the Separate Contractors shall be solely responsible for, all selections (other than those selections expressly dictated by Construction Manager or the Subconsultants) of, and all supervision, implementation and enforcement relating to,

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construction means, methods, sequence, techniques, procedures or related matters involving the health and safety of persons or the protection of property at the Site during construction.

2.1.16 Rejection of Work.

.1 Inspector of Record. Construction Manager shall coordinate with the Inspector of Record the rejection of Work that does not conform to the Contract Documents, including, without limitation, Work that has not been inspected or tested in accordance with the requirements of the Contract Documents.

.2 Decision by County. The decision whether to reject any portion of the Work recommended for rejection by Construction Manager shall be made only after consultation with Architect and upon written approval by County.

.3 No Duty of County. Neither the foregoing authority of County under, nor a decision made in good faith by County in accordance with, the provisions of this Paragraph 2.1.16 to reject, not reject or approve of Work shall give rise to a duty or liability of County to Construction Manager, Architect, Contractor, or any other person or entity to reject Work, whether or not such rejection is recommended by Construction Manager.

.4 Contractor Responsibility. No determination by the Inspector of Record to reject or not reject Work shall be interpreted as relieving the Contractor or any Separate Contractor of its responsibility for failing to comply with the Contract Documents.

2.1.17 No Authority to Stop Work. Construction Manager shall immediately recommend to County the stopping of the Work if circumstances come to Construction Manager's attention that reasonably require the stopping of the Work in order prevent Loss to County or injury or damage to persons or property. Nothing stated herein or elsewhere in this Agreement or its exhibits shall be interpreted as giving Construction Manager or its Subconsultants the right or authority, to direct the Contractor or Separate Contractor to stop performance of the Work except in instances where immediate injury, loss of life, or damage to County property will occur.

2.1.18 Testing and Inspections.

.1 Recommendations. Construction Manager shall recommend in writing for inclusion in the Bidding Documents and Contract Documents any additional special inspection or testing of the Work if, in Construction Manager's or a Subconsultant's judgment, such inspection or testing is required by Applicable Laws or is necessary or advisable for the performance of the Work.

.2 Review of Reports. Construction Manager and its Subconsultants shall assist the Inspector of Record in review of all inspection reports, laboratory reports, and test data generated from the conduct of special inspections or testing in order to determine whether such data conforms to the requirements of the Bidding Documents, Contract Documents and Submittals approved by Architect.

.3 No Duty of County. Neither the authority of County to decide whether inspection or testing is needed, nor a decision made in good faith by County to order or not order inspection or testing, shall give rise to a duty or liability of County to Construction Manager, Architect, Contractor, or any other person or entity.

.4 Contractor Responsibility. No determination that is made by Construction Manager in good faith and in accordance with the standard of performance set forth in Section 1.3, above, to recommend or not recommend additional inspection or testing of the Work shall give rise to any liability on the part of Construction Manager or be interpreted as relieving Contractor or any Separate

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Contractor of its responsibility for failing to comply with the Contract Documents.

2.1.19 Document Control Plan. Construction Manager shall prepare for approval by County a Document Control Plan for filing and storage of Project Documents (hard copies and electronic) and shall implement, maintain and track compliance by Project Team members with the Document Control Plan. If requested by County, Construction Manager shall include in its Document Control Plan recommendations for establishment of an electronic program management system for the furnishing, storage, exchange and transmission of electronic documentation and communications relating to the Project that includes, without limitation, the following: (1) using e-mail for communications, wherever possible; (2) using electronic versions of Design Documents for distribution for bidding or other purposes; (3) scanning of documents; and (4) cooperating in maintaining a common file and electronic archive. All costs of setting up the electronic program management system will be paid directly by County. Construction Manager shall comply with the requirements of the Document Control Plan and make recommendations to County for enforcing compliance by other Project Team members who fail to comply therewith.

2.2 MOBILIZATION/PROGRAMMING PHASE

2.2.1 Mobilization. Construction Manager shall mobilize its staff, facilities and other resources necessary to maintain an action-ready staff at the Site to respond to the needs of the County and the Project prior to the commencement of construction.

2.2.2 County Priorities. Construction Manager shall: (1) work with the County to acquire an understanding of those portions of the Project having priority for design, construction or occupancy; (2) advise the County on establishing a schedule for phased development of the Project that takes into consideration such priorities; and (3) review and confirm, on a regular basis with such frequency as reasonably required, the status of such priority determinations and any changes thereto.

2.2.3 Project Delivery. Construction Manager shall provide advice and recommendations on the use of project delivery options and their suitability to the Project, such as, but not limited to, multiple bid packaging, design/build, phasing and fast-tracking.

2.2.4 Initial Program. NOT USED

2.2.5 Final Program. NOT USED

2.2.6 Site Conditions. NOT USED

2.3 DESIGN PHASE

2.3.1 Construction Documents. Using individuals thoroughly familiar and experienced in reading documents prepared using computer-aided design, Construction Manager shall, exercising the standards of performance set forth in Section 1.3, above, and not the standard care of a design professional nor the acceptance of any design liability, review and evaluate the Construction Documents submitted by the Architect and County Consultants for: (1) compliance with the Master Project Schedule, Project Schedule, Project Construction Budget and prior iterations of Construction Documents that have been approved by County; (2) general correlation of the Construction Documents with the Design Documents prepared by Architect and County Consultants; (3) elimination of interferences that would disrupt construction activities; (4) constructability using current construction techniques and taking into consideration the availability of local labor and materials and long lead-time purchases; (5) sufficiency of detail so as to minimize the need for clarifications and changes; and (6) consistency of the overall design with the observed and reported conditions at the Site and in Existing Improvements. Construction Manager shall interface with the Architect and County Consultants for the purpose of coordinating, facilitating and expediting the implementation of recommendations for design revisions requested by

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County, recommended by County Consultants or required by Governmental Authorities. Construction Manager shall then conduct back checks to confirm that such changes and corrections are incorporated into the Final Construction Documents, Bidding Documents and Contract Documents. Construction Manager is not responsible for providing, nor does Construction Manager control the project design or the contents of the construction documents. By performing the reviews described herein, Construction Manager is not acting in a manner so as to assume responsibility or liability, in whole or in part, for all or any part of the project design or construction documents. Construction Manager's obligation is to conduct the reviews with the agreed upon level of effort as reflected in Exhibit "N" and as set forth in this section, and provide recommendations to the County. The Architect is not a third party beneficiary of Construction Manager's work described herein and the Architect remains solely responsible for the contents of the design and construction documents.

2.3.2 Value Engineering. Construction Manager shall identify high cost, comparatively low value items or systems and make recommendations to the County of alternatives thereto that would reduce costs and improve cost/benefit ratios, taking into consideration such relevant factors as the following: initial cost; availability; durability; reliability; maintenance; energy consumption; life-cycle costs; construction feasibility; design; access and use of the Site; selection of materials, building systems and equipment; possible adverse effects of labor or material shortages; time requirements for procurement, installation and construction completion; and future uses of facilities.

2.3.3 Construction Phasing. Construction Manager shall, taking into considerations conditions at the Site and in Existing Improvements and constraints, construction requirements, sequence of operations, methods of traffic control and related activities, provide recommendations and information relative to: (1) phasing of the Work; (2) use, location and availability of equipment, materials and services for use by Contractor and Separate Contractors; and (3) potential interferences with other current or future projects contemplated by the Development Plan.

2.3.4 Labor Availability. Construction Manager shall investigate the availability of appropriate categories of labor for critical phases of the Work and make recommendations for actions to minimize adverse effects of labor shortages, work stoppages and strikes.

2.3.5 Permits, Easements, Approvals. Construction Manager shall: (1) identify permits, easements and approvals required of Governmental Authorities; (2) Assist County and Architect in assembling the necessary documents for obtaining permits, easements and Governmental Authority approvals; (3) schedule and monitor the periods of time set aside for obtaining permits, easements and Governmental Authority approvals; (4) report to County any Delays which are observed in obtaining permits, easements, and Government Authority approvals and recommend recovery plans; (5) facilitate the inspection process of Governmental Authorities; (6) as and when requested, attend meetings necessary to secure permits, easements and Governmental Authority approvals; (7) if Construction Manager learns that any required permit or approval that it believes County is obligated to obtain directly has not been obtained, notify County immediately in writing specifying the permit or approval required and the time frame within in which it must be obtained in order to not cause Delay to the Project.

2.3.6 Estimates of Construction Costs. Construction Manager shall prepare detailed Estimates of Construction Costs reflecting the Construction Manager's opinion, based on the then-current version of the Construction Documents prepared by Architect, of the probable Construction Costs that are likely to be incurred by County to construct the Project in accordance with said Construction Documents Four (4) Estimates of Construction Costs shall be prepared as part of Basic Services. Additional Estimates of Construction Costs shall, subject to the other requirements of Article 3, below, be deemed Additional Services. Estimates shall be prepared in a format and shall include such detail as reasonably requested by County; provided, however, that Construction Manager shall not be required to prepare detailed quantity surveys or materials take-offs. In addition, Construction Manager shall: (1) review and evaluate estimates of Construction Costs prepared by Architect or County Consultants; (2) compare them

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with the Project Construction Budget, Project Budget and the latest Estimate of Construction Costs prepared by Construction Manager; and (3) if any estimate or portion of an estimate prepared by Architect, County Consultant or Construction Manager is inconsistent with or exceeds the Project Construction Budget or Project Budget and such inconsistency cannot be otherwise eliminated, reconciled or resolved, provide recommendations for elimination or reduction in Construction Costs to address such inconsistencies.

2.3.7 Temporary Facilities Plan. Construction Manager shall prepare for approval by County a written Temporary Facilities Plan for establishing temporary facilities to accommodate construction on Site, including, without limitation, identification of timing and duration of facilities placement, costs of placement, installation and leasing, square footage requirements, program requirements, build-outs, logistics of mobilization and utilization of swing space within existing buildings.

2.3.8 Operations Displacement Plan. NOT USED

2.3.9 Disabled Access Plan. NOT USED

2.3.10 Emergency Response Plan. Construction Manager shall coordinate with the Contractor and submit for approval by County an Emergency Response Plan for responding to emergencies on the Site.

2.3.11 Independent Design Reviews. Construction Manager shall: (1) advise County on the timing, need and selection of County Consultants for independent (i.e., "peer") design review of the Construction Documents; (2) Manage the independent review process; and (3) confirm that the independent design reviewer's comments are addressed by each Project Team member whose work product is affected.

2.4 BIDDING PHASE

2.4.1 Scope Descriptions. Construction Manager shall, if requested by County, prepare scope of work descriptions for incorporation by County in the County's forms for pre-qualification and bidding.

2.4.2 Prequalification. Construction Manager shall Assist County in: (1) establishing rules and procedures relative to prequalification and bidding; (2) organizing and conducting reference checks and interviews of Bidder references; (3) scoring, ranking and pre-qualifying Bidders; and (4) preparing and issuing responses to questions and requests for clarification from Bidders.

2.4.3 Conferences. Construction Manager shall Assist County in arranging and conducting pre-bid conferences with prospective Bidders to walk the Site and review the bidding process.

2.4.4 Reference Documents. Construction Manager shall research, identify and assemble lists and copies of Reference Documents that are to be made available to Bidders for review.

2.4.5 Bidding Documents. Construction Manager shall: (1) review all final, approved and stamped Bidding Documents for issuance to Bidders; (2) confirm that they include the Final Construction Documents approved by the County and Governmental Authorities; and (3) review the Construction Contract, General Conditions, Specifications and other contractual language proposed by County and other Project Team members for inclusion in the Contract Documents and provide recommendations to County for changes to such language that are appropriate and necessary to meet the particular needs of the Project and that will, to the maximum extent reasonably possible, clearly define requirements and responsibilities of Project Team members.

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2.4.6 Schedule of Values. Construction Manager shall develop a list of the cost items to be included in the Schedule of Values based on the Construction Specification Institute's format or other format approved by County and submit the recommended form to County for use as the Schedule of Values for inclusion in the Bidding Documents.

2.4.7 Addenda. Construction Manager shall, after obtaining appropriate technical advice from Architect, Assist the Architect and County in preparing and issuing Addenda to Bidders.

2.4.8 Post-Award Submittals. Construction Manager shall Assist the County in: (1) collecting, organizing and assembling Post-Award Submittals; and (2) evaluating Post-Award Submittals for compliance with the requirements of the Bidding Documents.

2.4.9 Debriefings. Construction Manager shall, if requested by County, Assist the County in conducting debriefing of unsuccessful Bidders.

2.4.10 Protests. Construction Manager shall Assist the County upon request in responding to protests or other legal challenges to the bidding process.

2.5 CONSTRUCTION PHASE

2.5.1 General Conditions. Construction Manager acknowledges that it has reviewed the form of General Conditions attached hereto as General Conditions of the Standard Form Construction Contract Between County and Contractor - Exhibit "B". As part of Basic Services and in addition to the obligations assumed by Construction Manager under this Article 2, Construction Manager shall administer the construction of the Work by Contractor and Separate Contractors in accordance with the General Conditions, including the provision of all of the services as required or allowed by its terms to be performed by the "Construction Manager" (as defined in the General Conditions), as well as Assisting the County in the performance of any obligation to be performed by County under the terms of the General Conditions.

2.5.2 Payments. Construction Manager shall Manage the processes for receipt, review, approval, disapproval and return (including, without limitation, the processes pertaining to withholding of funds and nullification of prior approval) of Applications for Payment from the Contractor and Separate Contractors as set forth in the Contract Documents, including, without limitation: (1) reviewing Applications for Payment for completeness (including, without limitation, compliance with the cost coding requirements of County) for the purpose of confirming, based on Construction Manager's observations of the Work, that the portions of the Work for which payment is being requested have been performed to the extent represented in the Application for Payment; (2) determining if the types of costs, amounts and terms of stated in the Applications for Payment are in accordance with the Contract Documents; (3) approving all or such portions of the Applications for Payment as Construction Manager recommends for payment and disapproving all or such portions that Construction Manager does not recommend for payment; (4) forwarding each Application for Payment that Construction Manager approves for payment by County, bearing a statement or signature confirming that it is "approved for payment" by Construction Manager; (5) if any portion of an Application for Payment is disapproved by Construction Manager for payment, identifying the portion disapproved and the reasons for such disapproval; (6) following consultation with County, providing timely notice to Contractor and Separate Contractors of any required approval and/or disapproval by Construction Manager or another Project Team member of any portion of an Application for Payment in the manner required by Contract Documents; (7) making recommendations, when circumstances warrant, for issuance of joint payments; (8) reviewing for completeness and compliance with the Contract Documents all documentation required by the Contract Documents that is submitted with Applications for Payment, including, without limitation, all releases of stop notice rights (both conditional and unconditional) executed by the Contractor, Separate Contractor and all Subcontractors, of every Tier, including, but not limited to, Subcontractors who have served

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preliminary lien notices.

2.5.3 On-Site Representatives. Unless otherwise requested by County in writing, Construction Manager shall provide a competent representative or representatives at the Site at all times that Work is being performed who shall provide administration of the Work as required by the Contract Documents and this Agreement and who shall act as the conduit of communications between the Contractor and Separate Contractors, on the one hand, and the County and other Project Team members, on the other hand. At least one such representative of Construction Manager shall be available 7 Days a week and 24 hours a Day to respond to emergencies.

2.5.4 Construction Meetings. Construction Manager shall attend all regular and special construction meetings and perform the services related thereto that are required by Paragraph 2.1.5, above.

2.5.5 Surety Bonds. Construction Manager shall: (1) evaluate surety bonds for compliance with the Contract Documents; (2) in the event of a default by Contractor or a Separate Contractor that requires County to make demand under a bond, Assist County in providing such notices to sureties as may be required in order to preserve the County's rights under such bond; (3) if requested by County, Assist County in the negotiation of terms for performance by sureties of their obligations under such bonds; and (4) Manage the performance of the Work to Final Completion (whether by surety or a completion contractor retained by surety or County) with appropriate consideration and steps being taken to document the completion process for the purposes of substantiating future claims by the County.

2.5.6 Safety. Construction Manager shall: (1) prior to any Work commencing at the Site, review the approved Contractor Safety Plan(s) prepared by the Contractor and Separate Contractors for general compliance with the requirements of the Contract Documents; (2) walk the Site at least once each Day for the purpose of making general observations of the Work, noting any apparent safety violations or unsafe conditions; (3) include in its daily report to County a statement either that no violations of the Contractor Safety Plan(s) or unsafe conditions were observed that Day or if they were observed, a statement identifying those violations or conditions actually observed; and (4) if unsafe conditions or violations of the Contractor Safety Plan(s) are observed, immediately take action to report them to the responsible Project Team member so that action can be taken to correct such violations or conditions and conduct such follow-up as is reasonably necessary to see that such conditions or violations have been corrected. The foregoing responsibilities of the Construction Manager related to safety are undertaken with the understanding that the Contractor and Separate Contractors are primarily responsible for safety at the Site and that the Construction Manager's agreement to perform its obligations under this Paragraph 2.5.6 shall not be interpreted as relieving the Contractor and Separate Contractors of their responsibility under their respective contracts with County for the sufficiency, implementation and enforcement of their respective Contractor Safety Plans.

2.5.7 Utilities Coordination. Construction Manager shall Manage all utilities shut downs and start ups in a manner that is consistent with the County's requirements for on-going operations and use of the Site and Existing Improvements during construction. The foregoing responsibilities of the Construction Manager related to utilities are undertaken with the understanding that the Contractor and Separate Contractors are primarily responsible for planning and implementing shut downs of utilities at the Site and that Construction Manager's agreement to perform its obligation under this Paragraph 2.5.7 shall not be interpreted as relieving the Contractor and Separate Contractors of their responsibility under their respective contracts with County for providing all notifications to utility providers or Governmental Authorities of utility disconnections or relocations and for performing such disconnections and relocations in accordance with the requirements of the Contract Documents and Applicable Laws.

2.5.8 Requests for Information. Construction Manager shall: (1) receive all Requests for Information from Contractor and Separate Contractors; (2) review them for clarity and obtain further

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clarification as needed before transmitting them to the appropriate Project Team member for response; (3) log and track the status of Requests for Information in a document control log; (4) Assist the appropriate Project Team member in preparing and processing responses; (5) provide follow-up to secure timely responses; (6) expedite return of responses as soon as possible (generally within seven (7) Days after receipt) so as to avoid Delay to the Work; and (8) issue reminders to appropriate Project Team members of the need for response to Requests for Information held for more than seven (7) Days without response.

2.5.9 Changes. When Changes in the Work of the Contractor or a Separate Contractor become necessary, Construction Manager shall Manage the process of submittal, review, approval and performance of the Changes as set forth in the Contract Documents, including, without limitation, the following: (1) reviewing, assembling, and evaluating documentation of Changes (including, without limitation, Notices of Change, Change Order Requests, Change Orders, Unilateral Change Orders and Construction Change Directives); (2) verifying (without the necessity of continuous observation of Work) in the field actual labor, time and materials expended; (3) making recommendations to County with respect to the completeness, sufficiency and compliance of such documentation with the requirements of the Contract Documents; (4) forwarding, as required by the Contract Documents, such documentation to the appropriate Project Team member(s) for review; (5) expediting responses by the appropriate Project Team member(s); (6) preparing independent estimates, if requested by County, of the cost and time impact of Changes and requests for Contract Adjustment; (7) scheduling, attending and conducting meetings for review and discussion of unresolved issues; (8) negotiating resolution of disputed Changes and requests for Contract Adjustments with the responsible Contractor or Separate Contractor; (9) substantiating in writing, if requested, Construction Manager's recommendations to County as to the acceptability of the Contractor's and Separate Contractors' cost proposals for Contract Adjustments; (10) upon final approval by County, forwarding completed Change Order, Unilateral Change Order and Construction Change Directive documentation to the appropriate Project Team member for processing; (11) preparing and distributing on a regular basis (no less frequently than monthly) as part of its Project Reports a Change Order, Unilateral Change Order and Construction Change Directive status report listing all approved, pending, disapproved and disputed Change Orders, Unilateral Change Orders and Construction Change Directives by number, brief descriptions of the Change involved and the amount of any requested, pending, approved, disapproved or disputed Contract Adjustments; (12) verifying that any Contract Adjustments of the Contract Time approved by County have been incorporated into the Project Schedule and the Contractor's and Separate Contractors' updated Construction Schedules; and (13) collecting, authenticating (on a daily basis as required) and reviewing for completeness and compliance with the Contract Documents, the time and material information submitted by the Contractor and Separate Contractors of labor, materials, services and equipment furnished to perform Changes.

2.5.10 Submittals. Construction Manager shall Manage the processes for receipt, review, approval and return of Submittals, including, without limitation, the following: (1) receiving the Submittals; (2) reviewing the Submittals, not for technical sufficiency, but to determine if they have been assembled in accordance with the requirements of the Contract Documents; (3) logging the Submittals in the appropriate control log; (4) delivering Submittals to the Architect or appropriate County Consultant for technical review; (5) receiving and logging returned Submittals received from the Architect or County Consultant; (6) confirming that Submittals have been stamped by the reviewing Architect or County Consultant indicating the status of their review and approval; (7) delivering to the Contractor any Submittals returned by the Architect or County Consultant; (8) storing approved physical sample Submittals approved by the Architect or a County Consultant at the Site so that they are available for review by Project Team members; (9) reviewing the status of the Submittals in the construction meetings in an effort to expedite processing; (10) reporting on Delays in the processing of Submittals; (11) issuing a reminder to the Architect or County Consultant conducting a review of a Submittal that has been held more than seven (7) Days without a response; (12) evaluating the Submittal Schedules and updated Submittal Schedules prepared by Contractor and Separate Contractors for reasonableness, completeness and compliance with the Contract Documents; and (13) developing recovery plans if the

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circumstances or timing of the submission or return of a Submittal threatens to cause a Delay to the Contractor's or a Separate Contractor's achieving Substantial Completion or Final Completion within the Contract Time.

2.5.11 County-Furnished Materials. County is responsible for coordinating and tracking the purchase, fabrication and delivery of County Furnished Materials including storage, protection, security, inventory and installation. Construction Manager shall alert and advise County of related schedule milestones to facilitate timely installation of County Furnished Materials.

2.5.12 Schedule of Values. Construction Manager shall: (1) review the values inserted in the Schedule of Values to determine if they represent fair and balanced allocations of the Contract Price; (2) verify the correlation of the trade line item estimates for Work in the Schedule of Values to the actual Subcontractor subcontract values; and (3) make recommendations for necessary adjustments to the Schedule of Values.

2.5.13 Construction Schedules. Construction Manager shall Manage the processes for receipt, review, evaluation and approval or disapproval of the Construction Schedules and other short-term "look ahead" schedules, and updates thereof, prepared by Contractor and Separate Contractors, including, without limitation, the following: (1) receiving, reviewing, analyzing and advising County on the suitability of such schedules; (2) checking that such schedules are prepared in accordance with the requirements of the Contract Documents and that they are consistent with the terms of the County's contracts with other Project Team members; (3) conducting meetings to facilitate compliance by Contractor and Separate Contractors with the scheduling requirements of the Contract Documents; (4) providing to County, in writing if requested, a written explanation of the basis for the Construction Manager's disapproval of any portion of such schedules that Construction Manager does not approve; (5) reporting to County, in writing if requested, on variances between as-built progress of the Work and the planned progress of the Work as set forth in such schedules; (6) review the contractor's written recovery plans to recapture time lost or to overcome Delays and make recommendations accordingly; (7) recommending necessary actions to County should Contractor or a Separate Contractor fail to make any appropriate or required corrections to such schedules; and (8) reviewing, critically evaluating and making recommendations, in writing if requested, to County regarding, written requests by Contractor and Separate Contractors for time extensions, requests for additional compensation related to Delay and proposals for acceleration to overcome Delay.

2.5.14 Staffing. Construction Manager shall: (1) evaluate monthly, at a minimum, the adequacy of Contractor's and each Separate Contractor's staffing levels and the availability of critical materials and equipment; (2) recommend courses of action when it appears that Contractor's or a Separate Contractor's resources are inadequate or that critical materials or equipment may be delayed.

2.5.15 Report Review. Construction Manager shall review and provide recommendations to respond to issues raised in reports submitted by other Project Team members and notify the appropriate Project Team members if the reports are incomplete, illegible, or inconsistent with facts known by Construction Manager.

2.5.16 Daily Reports. At the end of each Day that Contractor or a Separate Contractor performs Work on the Site, Construction Manager shall submit (by paper original or, if requested, electronically), separately for the Contractor and each Separate Contractor who performed Work on such Day, a daily report to County (on a form provided or approved by County) that includes, at a minimum, the following:

.1 Labor - The number of workers in each trade as reported by the General Contractor and as generally observed in the field.

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.2 Material - A list of materials onsite/delivered.

.3 Equipment – A list of equipment onsite/delivered.

.4 Inspection and Testing Activities – A list of inspections performed by name of inspector and testing company and the type of inspection, items of the Work involved and a description of the outcome of such inspection or test.

.5 Areas of the Work – A statement of the areas of the Site on which the Work was performed and a detailed description of the stage, status and progress of the Work in each such area at the beginning and end of the Day.

.6 Accidents, Delays, Defective Work – A description in detail of any injuries to the workers, accidents, delays, or Defective Work that is observed by or reported to Construction Manager.

2.5.17 Photographic Record. Construction Manager shall provide photographic documentation of the Site immediately prior to the start of construction, at regular intervals during construction and at Final Completion. One set of progress photographs of the Project shall be regularly taken, no less frequently than weekly during the Work, from a common, fixed vantage point. Photographic documentation shall show all significant progress, which Construction Manager understands may necessitate more extensive photographing on some days and weeks than others or from additional vantage points. When problems arise, Construction Manager shall act promptly to document the conditions by photographing specific conditions and any changes in the conditions as they occur.

2.5.18 Observations at Site. Construction Manager shall be present at the Site during the performance of the Work so as to become familiar with the progress and quality of the completed Work, to determine if the Work is being performed in a manner indicating that the Work, when completed, will be in accordance with the Contract Documents and to guard against Defective Work. The Construction Manager's duty to make observations pursuant to this Paragraph 2.5.18 includes the obligation to make diligent, daily observations, but not necessarily exhaustive observations, of the condition of the Work at the Site.

2.5.19 Defective Work. Based on Construction Manager's observations at the Site, Construction Manager shall: (1) alert the Inspector of Record as to work that may be considered Defective Work; (2) assist the Inspector of Record in maintaining a log describing Defective Work identified and the status of the correction thereof; and (4) take necessary follow-up action to expedite correction by the responsible Project Team member.

2.5.20 Means, Methods. NOT USED

2.5.21 Inspections, Testing. Construction Manager shall Manage the processes of inspection and testing, including, without limitation, the following: (1) Assisting the County in selecting and retaining qualified Inspectors of Record; (2) Assisting Contractor and Separate Contractors in coordinating inspections; (3) confirming compliance by Project Team members with the directives of Inspectors of Record; and (4) providing follow-up to expedite and confirm timely submission by the responsible Project Team member of inspection reports to Governmental Authorities.

2.5.22 Permits. Construction Manager shall: (1) review permits to determine that they are current; (2) report to County and Contractor any violations of applicable conditions of permits; (3) recommend corrective action to cure such violations; (4) issue appropriate correction notices to Contractor and Separate Contractors; and (5) verify that corrective action has been taken in accordance with the requirements of Government Authorities, the Contract Documents and the directives of County.

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2.5.23 Urban Runoff and Storm Water. NOT USED

2.5.24 CEQA Compliance. Construction Manager shall: (1) take reasonable steps to ensure that no Work that is subject to California Environmental Quality Act (CEQA) proceeds by Contractor until Contract Documents satisfying the CEQA process are reviewed and approved by the County; (2) Manage Contractor's and Separate Contractors' compliance with applicable CEQA requirements and if there is a federal nexus (e.g. a source of federal funding) to the Project, their compliance with the National Environmental Policy Act (NEPA); and (3) Manage Contractor's and Separate Contractors' compliance with the applicable requirements pertaining to Mitigation, Monitoring, and Reporting Program (MMRP).

2.5.25 AQMD Compliance. Construction Manager shall Manage Contractor's and Separate Contractors' compliance with, as applicable: (1) AQMD Rule 403.1, County Ordinance 742, the County MOU with AQMD dated January 6, 2004 Agenda Item 3.1 (for projects in the Coachella Valley); or (2) AQMD Rule 403 (for projects west of the Coachella Valley).

2.5.26 Field Monuments. Construction Manager shall report to County if any survey markers or monuments have been disturbed and promptly recommend corrective action.

2.5.27 Certified Payrolls. If certified payroll records are required to be submitted under the terms a Construction Contract or Applicable Laws, Construction Manager shall: (1) collect certified payroll records submitted by Contractor and Separate Contractors; (2) in the event that Contractor or a Separate Contractor has failed to submit certified payroll records, notify the County and such Contractor or Separate Contractor of such failure, along with a request to such Contractor or Separate Contractor that it comply; (3) forward all certified payroll records received to the County for further action; and (4) if necessary, recommend action by County to enforce compliance by Contractor and Separate Contractors with the requirements of their contracts with County for submission of certified payroll records and payment of prevailing wages.

2.5.28 Record Documents. Construction Manager shall Manage compliance by Contractor and the Separate Contractors with their obligations for posting and maintenance of Record Drawings and Record Specifications and recommend action to County for any observed non-compliances.

2.5.29 Claims. Construction Manager shall, if requested by County: (1) Assist the County in the analysis of claims submitted to County by a Project Team member; (2) produce or obtain from the appropriate Project Team member any records and documents required to Assist the County in its analysis of such claims; (3) Assist the County in resolving such claims; and (4) review and comment on any final settlement documents prepared by the County for settlement of such claims on terms approved by County.

2.6 CLOSE-OUT PHASE

2.6.1 Inspection. Construction Manager shall Manage the processes for inspection and approval to determine Substantial Completion and Final Completion, including, without limitation, the following: (1) conduct inspections to verify Substantial Completion and Final Completion; (2) notify the Contractor and Separate Contractors of Substantial Completion, Final Completion and Acceptance; and (3) if requested by County, certify in writing the dates of Substantial Completion and Final Completion.

2.6.2 Punch Lists. Construction Manager shall Manage the processes for preparation, receipt, review, modification and approval of punch lists, including, without limitation, the following: (1) reviewing and evaluating for completeness the punch lists of items prepared by Contractor and Separate Contractors for Substantial Completion and Final Completion; (2) distributing the punch lists to the appropriate Project Team members for review; (3) ascertaining any items of Work to be added to the Substantial Completion Punch List and Final Completion Punch List; (4) causing such items to be added

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to the Substantial Completion Punch List and Final Completion Punch List; (5) evaluating and confirming that all items on the Substantial Completion Punch List and Final Completion Punch List have been completed in accordance with the Contract Documents prior to approving of Substantial Completion or Final Completion; and (6) recommending modifications and additions to the punch lists to add any items of Work necessary to Substantial Completion or Final Completion that have been omitted.

2.6.3 Operational Testing. Construction Manager shall Manage the process of operational testing of utilities, building systems and equipment, including, without limitation, the following: (1) arranging for and documenting final testing to determine readiness for use; (2) Assisting the Contractor and Separate Contractors in the start-up and testing; (3) scheduling with Contractor and Separate Contractors and County's operations, facilities and maintenance personnel and documenting the occurrence of, all required start-up and related testing; and (4) Assisting the Contractor and Separate Contractors in scheduling and conducting equipment and systems operations and maintenance training of County's operations, facilities and maintenance personnel.

2.6.4 Occupancy Permits. When the Construction Manager considers the Work, or a portion designated by County for separate delivery, to be Substantially Complete, the Construction Manager shall: (1) Assist County and Contractor in obtaining all certificates of occupancy required for occupancy of the Work or portions designated by County for separate delivery; and (2) confirm that the conditions to issuance of such permits are being and have been accomplished.

2.6.5 Final Payment. In addition to the Construction Manager's obligations under Paragraph 2.5.2, above, Construction Manager shall Manage the processes for receipt, review and responding to Applications for Payment by Contractor and Separate Contractors requesting Final Payment, including, without limitation, the following: (1) receiving, reviewing and recommending whether payment should be made upon the Application for Payment and recommending any withholding; (2) confirming that all Close-Out Documents required by the Contract Documents have been received by the County; (3) notifying County of any items required for Final Completion that have not been submitted and of what actions Construction Manager is taking, or recommends, to obtain such items; (4) not recommend payment upon Contractor's or a Separate Contractor's Application for Payment until all punch list items necessary to Final Completion have been completed and all documents required to be submitted by Contractor or the Separate Contractor under the Contract Documents and all other actions required to be taken have been received and taken; and (5) if requested by County and after consultation with County, Assisting County in resolving payment disputes between County and Contractor or a Separate Contractor.

2.6.6 Close-Out Documents. Construction Manager shall Manage the processes for close-out of the Project as required by the Contract Documents, including, without limitation, the following: (1) review and confirm the completeness and accuracy of the Record Documents and other Close-Out Documents and, if significant discrepancies are noted, notify County, Architect and Contractor or Separate Contractor of same and perform such follow-up as may be necessary to assure that corrections are made; and (2) obtain and transmit warranties, keys, maintenance stocks and other Close-Out Documents as required by the Contract Documents.

2.6.7 Audit. If requested by County, Construction Manager shall Assist County in arranging audits of the books and records of Contractor, Separate Contractors or other Project Team members.

2.7 POST-COMPLETION PHASE

Construction Manager shall accompany the Architect in a warranty review of the Work Ten (10) months after Final Completion. Construction Manager shall within thirty (30) Days after the date of such review make written recommendations to County for the correction of any Defective Work discovered. As part of Basic Services, the number of working hours to complete such review and preparation of written recommendations shall not exceed Twenty-four (24) hours. Hours in excess of the aforestated number of

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hours included as Basic Services shall be compensated as an Additional Service only if approved in advance in writing by County.

2.8 SCHEDULING

2.8.1 Master Project Schedule. Construction Manager shall perform its Basic Services consistent with the Master Project Schedule - Exhibit "F" attached hereto.

2.8.2 Project Schedule. Within thirty (30) Days after execution of this Agreement, the Construction Manager shall prepare and present for approval by County a Master Project Schedule setting forth the key milestones and deadlines that need to be met by the Project Team members in order to meet the requirements of the County. Once the Project Schedule is approved, Construction Manager shall inform the Project Team members of the deadlines set forth in the Master Project Schedule that are applicable to them and Manage the performance by Project Team members in a manner that facilitates their meeting those deadlines. Prior to bid, the CM shall prepare a detailed construction schedule which shall be incorporated into the bid documents.

2.8.3 Extensions. A failure by Construction Manager to perform its Basic Services consistent with the Master Project Schedule or Project Schedule approved by County shall not be considered a default of this Agreement to the extent such failure is due to unavoidable and unforeseeable Delays that are beyond Construction Manager's and its Subconsultants' reasonable control and beyond Construction Manager's responsibility under this Agreement (such as, but not limited to, strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any Governmental Authority to act in a reasonably timely manner, failure by County to timely provide information or approvals or Delays caused by the fault of the Contractor or Separate Contractors), but only if Construction Manager has given written notice to County of the circumstances of such Delay within seven (7) Calendar Days after first learning of the circumstances causing such Delay.

2.8.4 Updates. Construction Manager shall, no less frequently than monthly, update and expand the level of detail in the Project Schedule as the Project progresses, indicating the current status of scheduled activities and projections of the likely completion of major tasks. If significant variance from planned activities occurs, Construction Manager shall recommend recovery plans to County and, upon obtaining County's approval thereof, modify the Project Schedule to incorporate such recovery plans.

2.8.5 County Review. Construction Manager is solely responsible, notwithstanding County's review or approval thereof, for the completeness, accuracy and suitability of the Project Schedule and all updates thereof.

2.8.6 No Delay. Construction Manager shall not delay its interpretations, decisions, reviews or other functions pursuant to this Agreement or otherwise cause or contribute to a Delay to the progress of design or construction of the Project.

2.8.7 Delay Losses. Construction Manager's sole and exclusive right and remedy for recovery or compensation for Losses related to Delay, of any kind, are: (1) its right to Additional Services Compensation for Additional Services to the extent permitted by Paragraph 3.2.4, below, and (2) its right to adjustment of the Hourly Rates, if any, provided for by this Agreement. All other rights and claims by the Construction Manager, on its own behalf and on behalf of its Subconsultants, for Losses relating to Delay, from any cause whatsoever, are hereby waived.

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ARTICLE 3
ADDITIONAL SERVICES

3.1 DEFINITION, AUTHORIZATION

Additional Services are services, which, if authorized by and performed in accordance with this Agreement, are paid for by County in the form of Additional Services Compensation. Additional Services consist solely and exclusively of those services listed in this Article 3. Additional Services shall be performed only if authorized and directed in writing by County in advance and in accordance with this Article 3. Additional Services, whether or not listed in this Article 3, do not include any service that arises, in whole or in part, from the breach of this Agreement by Construction Manager or an act or omission of Construction Manager or a Subconsultant constituting negligence (ordinary or professional), willful misconduct or a violation of Applicable Laws.

3.2 ENUMERATION OF ADDITIONAL SERVICES

Additional Services include and are not limited to the following:

3.2.1 providing services that are outside the scope of services that are required to be performed by Construction Manager as part of Basic Services under this Agreement and/or defined in Exhibit "P" Construction Manager's Proposal;

3.2.2 providing additional, unforeseeable Basic Services to Manage the replacement or repair of Defective Work;

3.2.3 providing services, including witness preparation, in connection with a mediation, arbitration, or legal proceeding, except where any party to such proceeding has alleged in good faith the occurrence of: (1) a breach of this Agreement by Construction Manager; or (2) an act or omission of Construction Manager or a Subconsultant constituting negligence (ordinary or professional), willful misconduct, or a violation of Applicable Laws;

3.2.4 providing additional Basic Services for the Management of the Work that, solely due to circumstances for which the Construction Manager is entitled to an extension of time under Paragraph 2.8.3, above, unless County has issued a notice under Paragraph 1.1.82 above; provided, however, that nothing herein shall be interpreted as entitling Construction Manager to be paid duplicative compensation (both as Additional Services and Basic Services), if Construction Manager has not exceeded the staffing hours set forth in Exhibit "N";

3.2.5 providing Estimates of Construction Costs that exceed the number of estimates required by Paragraph 2.3.6, above; and

3.2.6 providing consultation for replacement of work damaged by fire or other cause during construction and furnishing services in conjunction with replacement work.

3.2.7 providing any other service not otherwise included in this Agreement.

3.3 NOTICE OF ADDITIONAL SERVICES

Construction Manager shall notify County in writing within five (5) Days after learning of any circumstance (including, without limitation, any direction or request by County or other Project Team member) that Construction Manager believes may give rise to performance of Additional Services. Except as otherwise provided in Section 3.4, below, Construction Manager waives the right to compensation for Additional

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Services performed without prior written approval by the Board of Supervisors expressly acknowledging that the service is an Additional Service.

3.4 DISPUTES

If a good faith dispute arises as to whether a particular service performed or to be performed is a Basic Service or an Additional Service, Construction Manager will, if requested to do so by County in writing, nevertheless promptly perform such service and pay any expenses associated with such performance, pending resolution of such dispute. Neither County's request, Construction Manager's performance nor County's payment therefor will constitute a waiver on the part of County or Construction Manager of their respective rights or defenses with respect to the appropriate classification of such service, which rights and defenses shall remain subject to determination in accordance with Article 11, below.

ARTICLE 4
COUNTY RESPONSIBILITIES

4.1 ADMINISTRATION BY COUNTY

4.1.1 County Requirements. County shall provide such information as is requested by Construction Manager regarding the County's objectives, schedule, constraints, criteria, space requirements and relationships, flexibility, expandability, special equipment and Site requirements.

4.1.2 County Approvals. County shall promptly respond to Construction Manager's requests for decisions, approvals or information; provided, however, that no failure by County to respond shall entitle Construction Manager to an adjustment of the Master Project Schedule or Project Schedule except as permitted by Section 2.8, above. Construction Manager shall remain solely and exclusively responsible and liable, notwithstanding the review or approval by County, for the content, completeness and adequacy of all Project Documents prepared by Construction Manager, including, without limitation, all Deliverables.

4.1.3 Assistant CEO/EDA. Subject in all cases to prior approval by the Board of Supervisors as required by Applicable Laws, the Assistant CEO/EDA is the sole representative of County with authority on behalf of County to: (1) approve or revise the Final Program; (2) authorize the performance of Additional Services or incurring of Reimbursable Expenses; or (3) commit or bind County to any obligation to pay any sums of money or additional compensation other than, or beyond, the amount of the agreed Basic Services Compensation in association with performance of Additional Services.

4.2 PROJECT INFORMATION

County shall furnish, upon written request by Construction Manager, information reasonably available to County concerning the Project, including surveys, soil reports, subsurface investigations, as-builts of Existing Improvements, descriptions of legal limitations, utility plans and similar information. Construction Manager is entitled to rely thereupon; however, County does not warrant, expressly or impliedly, the accuracy, suitability or completeness of such information or of any data, opinions or recommendations contained therein and it shall not be considered a breach by the County of this Agreement in the event there are errors or omissions in such information, data, opinions or recommendations.

4.3 ACCESS TO SITE

Construction Manager shall at all times during performance of this Agreement have access to the Site and to the Work, at whatever stage the Work is in its preparation or progress, to facilitate Construction Manager's performance of its obligations under this Agreement. Employees of Construction Manager and

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its Subconsultants shall, at all times while present on the Site, comply with the safety requirements applicable to the Project.

ARTICLE 5
CONSTRUCTION MANAGER'S COMPENSATION

5.1 BASIC SERVICES COMPENSATION

5.1.1 Total Compensation. Construction Manager shall be paid a total Basic Services Compensation for performance of Basic Services (including, without limitation, Basic Services performed by Subconsultants) comprised exclusively of (1) Basic Services Fees plus (2) authorized Reimbursable Expenses and (3) County controlled Fee Allowance for Construction Manager for unforeseen Owner needs. Basic Services Compensation constitutes the Construction Manager's sole, exclusive and complete compensation for performance of Basic Services, including, without limitation, all costs and expenses, of any kind, incurred by Construction Manager or its Subconsultants in performance of Basic Services.

5.1.2 Basic Services Fees. Construction Manager's Basic Services Fees for performance of Basic Services shall be as follows: **[Check appropriate box(es)]**:

.1 [x] a Fixed Basic Services Fee for all Basic Services of $1,293,902, as further broken down in Payment Schedule – Exhibit "J";

.2 ☐ the product of (1) the actual hours expended by Construction Manager's and its Subconsultants' personnel in performance of Basic Services multiplied times (2) the applicable Hourly Rates for such personnel, the total of which shall not exceed for all Basic Services the cumulative total fee agreed upon for Basic Services as demonstrated in Exhibit 'N" (Staffing Fee Schedule).

.3 ☐ a Basic Services Fee based on a combination of compensation comprised of both Fixed Basic Services Fees and Maximum Hourly Fees for each of the following categories of Basic Services:

Basic Services Description:	Basic Services Fees:
(1) Construction Management Staffing :	
	✕ Not to Exceed Fee: n/a
	✕ Maximum Hourly Fee: n/a
(2) CM Subconsultants	x Fixed Basic Services Fee: n/a
	x Maximum Hourly Fee: n/a
(3) CM Services Allowance:	✕ Not to Exceed Allowance: n/a
	✕ Maximum Hourly Fee: n/a
(4) Reimbursable Costs:	✕ Not to Exceed Reimbursable Costs: n/a

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5.1.3 Guaranteed Amounts. An amount agreed to by County and Construction Manager pursuant to Paragraph 5.1.2, above, as a Fixed Basic Services Fee or Maximum Hourly Fee represents the County's maximum liability to Construction Manager for the complete performance by Construction Manager and its Subconsultants of the Basic Services or portion of Basic Services covered by such Basic Services Fees. Subject only to Construction Manager's rights under Section 5.2, below, any fees, costs or expenses, of any kind, incurred by Construction Manager or a Subconsultant, for performance of Basic Services or a portion of Basic Services for which a Fixed Basic Services Fee or Maximum Hourly Fee has been agreed to in Paragraph 5.1.2, above, that if charged to County would exceed the amount of such Fixed Basic Services Fee or Maximum Hourly Fee shall be deemed incurred at Construction Manager's Own Expense.

5.2 REIMBURSABLE EXPENSES

5.2.1 Exclusive List. Reimbursable Expenses include, and are limited to, a reasonable amount for the following costs and expenses if and to the extent they are incurred and paid by Construction Manager in the performance of Basic Services or Additional Services and not as a result of the negligence, willful misconduct or violation of an Applicable Law by Construction Manager or its Subconsultants or the failure by Construction Manager to comply with the requirements of this Agreement:

.1 if approved in advance by County, mileage for vehicle travel (at the rates set forth in the Reimbursable Expenses Schedule - Exhibit "H" attached hereto), air travel (coach fare only) and related subsistence (meals and lodging at standard business accommodation rates) for travel from Construction Manager's or a Subconsultant's place of business (whether located within or outside the County of Riverside) to a point of destination outside the County or Riverside, but excluding the following: (1) travel and related subsistence to or from the County's offices or the Site for purposes of conducting inspections, observations or attending meetings that are part of Basic Services; (2) travel to and from residences to the Construction Manager's or a Subconsultant's place of business; and (3) travel to or from Construction Manager's or a Subconsultant's place of business located outside the County of Riverside to a location within the County of Riverside;

.2 printing and reproduction (paper and electronic) of documents, at the agreed rates set forth in the Reimbursable Expenses Schedule - Exhibit "H" attached hereto, that under the terms of this Agreement are required to be delivered to County or that County requests or approves be provided to another member of the Project Team (by way of example, without limitation, costs of printing or reproduction for internal uses by, or for copies transmitted between or among, Construction Manager and/or its Subconsultants are not reimbursable);

.3 fees for permits or approvals of Governmental Authorities paid for by Construction Manager on behalf of County as requested by County; and

.4 costs listed in Subparagraphs 5.2.1.1 through 5.2.1.3, above, incurred and paid by Subconsultants in the performance of Basic Services or Additional Services; provided that (1) such costs are due and payable by Construction Manager pursuant to terms of a contract approved by County pursuant to Section 1.6, above; (2) such costs are not included in or covered by any fixed fee agreed to by the Subconsultant under the terms of the Subconsultant's contract; and (3) such costs are not in excess of any not-to-exceed amount applicable thereto under the terms of the Subconsultant's contract.

5.2.2 Approval Limitations. Reimbursable Expenses shall not exceed, either individually or in the aggregate, the limits set forth in the Reimbursable Expenses Schedule - Exhibit " H" attached hereto without the prior written approval of County. Reimbursable Expenses incurred without such approval shall be deemed incurred at Construction Manager's Own Expense.

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5.2.3 Mark Ups. Neither the Construction Manager nor any Subconsultant shall include or charge any markup or multiplier upon any Reimbursable Expense, save and except for such markups or multipliers as may be permitted, if at all, by the terms of the Reimbursable Expenses Schedule - Exhibit "H" attached hereto.

5.2.4 Expense Records. In addition to Construction Manager's obligations under Section 6.3, below, accurate and detailed records of Reimbursable Expenses shall be maintained by Construction Manager in an orderly manner on the basis of generally accepted accounting practices and shall be available at Construction Manager's office (or at County's request, shall be brought by Construction Manager to County's offices) for inspection, auditing and/or copying by County and its representatives pursuant to Article 7, below.

5.3 ADDITIONAL SERVICES COMPENSATION

5.3.1 Additional Services Compensation. Construction Manager shall be paid a total Additional Services Compensation for performance of Additional Services comprised exclusively of Additional Services Fees plus authorized Reimbursable Expenses. Additional Services Compensation constitutes the Construction Manager's sole, exclusive and complete compensation for Additional Services, including, without limitation, all costs and expenses, of any kind, incurred in connection with Construction Manager's and its Subconsultants' performance of Additional Services.

5.3.2 Additional Services Fees.

.1 Authorization. Prior to performance of an Additional Service, Construction Manager and County shall attempt in good faith to negotiate terms for Additional Services Fees on the basis of either: (1) a lump sum price; or (2) actual hours expended multiplied times the Hourly Rates for the personnel involved in providing such Additional Service as set forth in the Hourly Rates Schedule - Exhibit "C" attached hereto, not-to-exceed an agreed maximum amount. In addition to County's rights under Section 5.6, below, if the parties are unable to agree, then the County shall have the right, without limitation, to direct in writing that Construction Manager perform the Additional Services based on actual hours expended at the agreed Hourly Rates, without a not-to-exceed amount. Additional Services performed without prior written authorization pursuant to this Paragraph 5.3.2 or written direction pursuant to Section 5.6, below, shall be deemed performed at Construction Manager's Own Expense.

.2 Hourly Rates. Compensation for Additional Services authorized by County to be performed on an hourly basis (with or without an agreed not-to-exceed amount) shall be computed based on the Hourly Rates.

5.3.3 Direct Engagement. County reserves the right, without thereby being considered in breach of this Agreement, to contract for the performance of Additional Services by others.

5.4 HOURLY RATES

Hourly Rates for Basic Services and Additional Services performed on an hourly basis are set forth in the Hourly Rates Schedule - Exhibit "C " attached hereto. Hourly Rates shall remain fixed for the duration of Construction Manager's performance of this Agreement.

5.5 RELEASE FOR PRIOR SERVICES

Construction Manager waives and releases County from any obligation or liability for payment of money or compensation for services, of any kind, performed and for costs or expenses, of any kind, incurred, prior to the Effective Date.

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5.6 DISPUTES

If a good faith dispute arises as to whether a service is Basic Services or Additional Services or whether an expense is reimbursable as a Reimbursable Expense, Construction Manager will nevertheless promptly perform such service and pay such expense, if requested to do so by County in writing, pending resolution of such dispute. Neither County's request, Construction Manager's performance nor County's payment therefor or thereof will constitute a waiver on the part of County or Construction Manager of their respective rights or defenses with respect to the appropriate classification of such service or expense, which rights and defenses shall remain subject to determination in accordance with Article 11, below.

5.7 NO WAIVER OR RELEASE OF RIGHTS

Neither authorization nor payment by County of any amount for Basic Services, Additional Services or Reimbursable Expenses shall be interpreted as a waiver, release or settlement of any rights or claims that County may have: (1) for Losses resulting from the fault, negligence or willful misconduct of the Construction Manager or its Subconsultants or the breach by Construction Manager of an obligation under this Agreement; or (2) to recoup and recover from Construction Manager amounts paid by County that were not in fact due and owing to Construction Manager under the terms of this Agreement at the time they were paid.

ARTICLE 6
PAYMENTS TO CONSTRUCTION MANAGER

6.1 INVOICES FOR PAYMENT

On the 1st day of each month, Construction Manager shall submit to County an accurate and complete Invoice for Payment, using the Invoice for Payment Form - Exhibit "I" attached hereto, signed by Construction Manager and requesting payment for the preceding thirty (30) Day period, which is prepared in accordance with the following requirements:

6.1.1 Basic Services Fees. Amounts included by Construction Manager in its Invoices for Payments for Basic Services Fees on account of Basic Services or any portion of Basic Services for which a Fixed Basic Services Fee or a Maximum Hourly Fee has been agreed to in Section 5.1, above, shall not exceed a prorated portion of the agreed Basic Services Fees based on the product of (1) the percentage of completion of such Basic Services that has been actually achieved by Construction Manager, multiplied times (2) the agreed Fixed Basic Services Fee or Maximum Hourly Fee applicable to such Basic Services; and provided further, that where such Basic Services or portion of Basic Services are to be performed in Phases, such prorated portion shall be proportionate to and shall not exceed for any Phase of such Basic Services or portion of Basic Services, the percentage of such Basic Services Fees that is assigned to such Phase in the Payment Schedule - Exhibit "J " attached hereto.

6.1.2 Additional Services Fees. Construction Manager's Invoice for Payment shall include amounts for Additional Services Fees earned for the proper performance of Additional Services authorized pursuant to Article 3 and Article 5, above. Each item of Additional Services shall be separately itemized, in accordance with the following methods of calculation, as applicable:

.1 Lump Sum: If the agreed Additional Services Fees are based on a lump sum price, by taking the County's Good Faith Determination of the percentage of the Additional Services properly completed and multiplying that percentage times the agreed lump sum price for such Additional Services and subtracting therefrom payments previously made on account thereof.

.2 Hourly/Not-to-Exceed: If the Additional Services Fees are based on an hourly compensation, by taking the number of hours of Additional Services performed during the thirty (30) Day

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period covered by the Invoice for Payment and multiplying those hours times the applicable Hourly Rates for the personnel involved in providing such Additional Service; provided, however, that if the parties have agreed to a not-to-exceed amount for such Additional Services Fees, then under no circumstances shall the total of the amounts paid and payable by County for such Additional Services Fees at any time exceed a pro rated share of the agreed not-to-exceed amount for such Additional Services based on County's Good Faith Determination of the percentage of such Additional Services properly completed in accordance with this Agreement multiplied times the agreed not-to-exceed amount.

6.1.3 Reimbursable Expenses. Construction Manager's Invoice for Payment shall include amounts for authorized Reimbursable Expenses incurred and paid by Construction Manager during the thirty (30) Day period covered by the Invoice for Payment that have not been previously reimbursed by County. Reimbursable Expenses associated with Basic Services and Additional Services shall be separately itemized. Reimbursable Expenses for Additional Services shall be further separately itemized to correspond to the Additional Service for which they were incurred and paid.

6.2 PAYMENT SCHEDULE FOR BASIC SERVICES

The County's obligation for payment of Basic Services Fees for any Phase of Basic Services shall under no circumstances exceed a pro rated share of either the lump sum amount or Maximum Hourly Fee, as applicable, that County is obligated to pay for Basic Services Fees under Section 5.1, above. Such pro rated share shall be calculated based on the percentages assigned to each Phase of Basic Services in the Payment Schedule - Exhibit "J " attached hereto. In cases where only a portion of a Phase is completed, the amount payable shall not exceed County's Good Faith Determination of the percentage of Basic Services completed within that Phase expressed as a separate percentage of the percentage of Basic Services allocated in the Payment Schedule to that Phase.

6.3 ACCOMPANYING DOCUMENTATION

Each Invoice for Payment shall be accompanied by the following:

6.3.1 in the case of Basic Services and Additional Services performed and compensated on an hourly (as opposed to lump sum fee) basis, detailed time summaries for Basic Services and Additional Services performed during the period of time covered by the Invoice for Payment that are broken down by time keeper, task and time expended (block billings are not permitted) and copies of all time sheets prepared by any time keeper who performed any part of the Basic Services and Additional Services that are the subject of the Invoice for Payment and that reflect or record such Basic Services and Additional Services;

6.3.2 copies each of the invoices, receipts and other documentation verifying the amounts of Reimbursable Expenses for which reimbursement is sought in the Invoice for Payment, along with a tally of all Reimbursable Expenses requested in the Invoice for Payment the sum of which totals the total amount of Reimbursable Expenses for which reimbursement is sought by Construction Manager in the Invoice for Payment;

6.3.3 conditional waivers and releases of stop notice and bond rights executed by Construction Manager and its Subconsultants, of every Tier, using the Release Forms - Exhibit "K" attached hereto, conditionally releasing to the fullest extent allowable by Applicable Laws all stop notice and bond rights for all services performed and costs incurred during the period of time covered by the then-current Invoice for Payment;

6.3.4 unconditional waivers and releases of stop notice and bond rights executed by Construction Manager and its Subconsultants, of every Tier, using the Release Forms - Exhibit "K" attached hereto unconditionally releasing to the fullest extent allowable by Applicable Laws all stop notice

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and bond rights for all services performed and costs incurred during the period of time covered by the Invoice for Payment immediately preceding the current, pending Invoice for Payment; and

6.3.5 such other documentation substantiating Construction Manager's or its Subconsultants' charges or time as may be reasonably requested by County.

6.4 REVIEW AND PAYMENT

6.4.1 Review by County. County shall, within fourteen (14) Days after receipt of an Invoice for Payment prepared and submitted in accordance with this Agreement, notify Construction Manager if the Invoice for Payment is approved or rejected, in whole or in part, along with an explanation of the reason(s) for any disapproval.

6.4.2 Payment by County. Payment of undisputed amounts included in an Invoice for Payment prepared and submitted in accordance with this Agreement shall be made by County monthly within thirty (30) Days after receipt by County of the Invoice for Payment requesting payment that is prepared and submitted in accordance with this Agreement.

6.5 PAYMENT DISPUTES

Without limitation to County's rights under Section 6.6, below, in the event there is a good faith dispute over a request for payment included in an Invoice for Payment, County shall have the right to either: (1) make all or part of such disputed payment to Construction Manager without prejudice to County's right to contest the amount so paid; or (2) withhold only the amount of such payment as to which County makes a Good Faith Determination that there is a dispute and provide to Construction Manager written notice of the reason(s) for such withholding. County and Construction Manager shall use their good faith efforts to attempt to resolve their dispute as quickly as practicable under the circumstances. Construction Manager shall not be entitled to terminate this Agreement or suspend performance of its services hereunder on account of such nonpayment provided that County makes payment of all undisputed sums. If County chooses to withhold payments under Clause (2) of this Section 6.5 and if it is determined subsequently that County's withholding was wrongful, County shall pay such amount to Construction Manager plus interest at the Interest Rate from and after the date that County defaulted in the performance of its payment obligation under this Agreement. If County chooses to proceed under Clause (1) of this Section 6.5 and it is subsequently determined that County overpaid Construction Manager, Construction Manager shall refund to County the amount of such payment plus accrued interest computed at the Interest Rate from the date of such overpayment until refunded.

6.6 WITHHOLDING BY COUNTY

County shall have the right, after written notice to Construction Manager, to withhold from payment to Construction Manager 150% of the amount of any Loss resulting or threatened as a result of the negligence, willful misconduct or violation of Applicable Laws by Construction Manager or a Subconsultant or a failure by Construction Manager to perform an obligation under this Agreement. Such withholding shall not constitute a final determination or waiver of any rights or liabilities of County or Construction Manager with respect to responsibility for such Loss, which rights and liabilities shall remain subject to determination in accordance with Article 11 of this Agreement. The foregoing right of withholding is in addition to, and not a limitation upon, the County's other rights and remedies provided for under this Agreement or Applicable Laws.

6.7 LIENS, STOP NOTICES, CLAIMS

Except as otherwise provided herein, Construction Manager shall not permit to be created or to remain undischarged any lien, encumbrance, stop notice, claim or charge (collectively, "lien") which arises out of,

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or relates to, the provision by Construction Manager or its Subconsultants of any services or things under this Agreement upon the property of County, the construction fund of County, or the income from any such property or construction fund, or any part thereof, or to suffer any other matter or thing whereby the estate, rights and interest of County in the Project property or construction fund, or any part thereof, might be impaired. If any such lien is filed, then within thirty (30) Days after notice of filing thereof Construction Manager shall cause the same to be fully discharged of record, released and removed by any lawful means available, such as, but not limited to, payment, deposit, bond, order of a court of competent jurisdiction or otherwise. If Construction Manager shall fail to cause such lien to be so discharged within the period aforesaid, then, in addition to any other right or remedy, County may, but shall not be obligated to, discharge the lien by any means, including, but not limited to, withholding amounts pursuant to Section 6.6, above, paying the amounts claimed to be due (including, without limitation, interest and attorney's fees claimed due), bonding or any other means that County determines, in its sole and absolute discretion, appropriate. Any Loss incurred by County as a result of Construction Manager's failure to comply with its obligations under this Section 6.7 shall be paid by Construction Manager to County on demand. Construction Manager shall be excused from its obligations under this Section 6.7 with respect to, but only to the extent of, amounts included in a lien that are unpaid to the claimant upon the lien as the direct result of County's breach of its payment obligations related to that lien to Construction Manager under this Agreement.

ARTICLE 7
RECORDS AND FILES

7.1 FINANCIAL MANAGEMENT

Construction Manager shall set up and exercise accounting and control systems for the proper financial management of its performance under this Agreement that are satisfactory to County, comply with the prevailing custom and practice for similar projects and afford County the ability to verify all charges and duplicate all calculations made by the Construction Manager and Subconsultants.

7.2 RECORD KEEPING

7.2.1 Books and Records. Construction Manager shall keep full and detailed books and records concerning the Project, including, without limitation, all documents (including, all hard copies and computer readable data, if it exists) that comprise or relate or refer to any of the following: (1) agreements, contracts, proposals, commitments, invoices, billings, statements, receipts, checks, certificates, releases, waivers, plans, specifications, notes, schedules, reports, studies, test data, approvals, permits, applications, diaries, logs, photographs, videos, shop drawings, samples, product data, job reports, change orders, field orders, directives, orders, bulletins, transmittals, requests for information, addenda, receipts, vouchers, correspondence, memoranda, messages, minutes, accounting records, job files, settlement agreements, and general ledgers; (2) any charge, cost or expense for which Construction Manager seeks reimbursement or payment by County as part of any Invoice for Payment, Claim or other demand; and (3) any other documents that County, in its reasonable judgment, deems relevant to the Project.

7.2.2 Maintenance and Retention. Construction Manager shall at all times maintain such books and records in an organized and systematic form that allows for reasonably easy access and review and shall retain and preserve such books and records for a period of ten (10) years after the later of either final payment to Construction Manager under this Agreement or Final Completion of the Project, or for such longer period as may be required by Applicable Laws.

7.3 INSPECTION, PRODUCTION AND AUDITING

Construction Manager shall allow County and the auditor for the State of California (and their respective

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authorized representatives, auditors, and attorneys), not later than the third business day after written notice to Construction Manager, full access at Construction Manager's offices nearest to the Project to inspect, audit and copy any or all of Construction Manager's books and records as described in Section 7.2, above. Construction Manager shall, at Construction Manager's Own Expense, furnish facilities and staff assistance for, and cooperate fully with, such inspection or audit. Audits by the County and the auditor for the State of California may be conducted jointly or separately. Upon request, Construction Manager shall provide reproducible copies of such books and records for reproduction by or on behalf of the person conducting the audit. Except as otherwise provided in Section 7.4, below, such reproduction shall be at the expense of the entity conducting the audit. The audit rights provided for under this Section 7.3 may be exercised at any time, and as often, before or after Final Completion, as County or the auditor for the State of California deems, in its sole and absolute discretion, necessary.

7.4 NONCOMPLIANCE BY CONSTRUCTION MANAGER

7.4.1 Cost of Audit. If an inspection or audit pursuant to Section 7.3, above, discloses that any amount (other than amounts permitted under the terms of this Agreement to be charged by Construction Manager as lump or fixed fee charges) cannot be verified due to a failure by Construction Manager or any Subconsultant to comply with this Article 7, has been improperly, inaccurately or excessively charged to County by Construction Manager or any Subconsultant or has been overpaid by County, and if the total of such amounts for any calendar year audited is five percent (5%) or more of the total amount (exclusive of amounts permitted under the terms of this Agreement to be charged by Construction Manager as lump or fixed fee charges) invoiced to County during such year, then Construction Manager shall pay, at Construction Manager's Own Expense, 100% of the actual cost to County and/or the State of California of such inspection or audit and any resulting report. If such inspection, audit or report is by County using in-house staff, then such actual cost to County shall be computed on the basis of two (2) times the direct payroll of the staff completing such inspection, audit or report.

7.4.2 County Remedies. Without limitation to any of County's rights or remedies for recovery or withholding of any amounts from Construction Manager as may be permitted by Applicable Laws or elsewhere in this Section 7.4 or this Agreement, if an inspection or audit pursuant to Section 7.3, above, discloses that an amount has been overpaid by County, then County shall have the right to withhold such amount from any payments due to Construction Manager or if no payments are due Construction Manager shall immediately reimburse such amount to County. Amounts overpaid by County shall earn interest at the Interest Rate from the date of overpayment until the date reimbursed by Construction Manager to County.

7.4.3 Withholding. In addition, and without limitation upon any of the other provisions for withholding of payment that are set forth in this Section 7.4 or elsewhere in this Agreement, County shall have the right to withhold from any payment to Construction Manager an additional sum of up to ten percent (10%) of Construction Management Fee claimed due by Construction Manager until (other than amounts permitted to be charged by Construction Manager as lump or fixed fee charges) Construction Manager has fully complied with any outstanding and unsatisfied request for performance by Construction Manager of any obligation under this Article 7. Upon Construction Manager's full compliance, such sum withheld under this Paragraph 7.4.3 shall be released to Construction Manager.

7.4.4 Legal Proceedings. Construction Manager's compliance with the requirements of this Article 7 shall be a condition precedent to maintenance by Construction Manager of any legal action or arbitration against County relating to Construction Manager's or County's performance under or related to this Agreement.

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7.5 SUBCONSULTANTS

Construction Manager shall ensure that the provisions of this Article 7 are included in all contracts entered into by Subconsultants, of every Tier, who perform services for the Project; provided, however, that Construction Manager shall have the right to limit the scope of a Construction Manager's obligation to allow for inspection or audit of books and records concerning actual costs of performance to costs that are related to: (1) costs of Subconsultant's administering its performance under its contract with Construction Manager for the Project; (2) services that are performed on an hourly or cost reimbursement basis; (2) Additional Services; (3) cost or expenses that are payable on a reimbursement basis; and (4) Claims.

ARTICLE 8
DEFAULT, TERMINATION, SUSPENSION

8.1 TERMINATION BY COUNTY FOR CAUSE

8.1.1 Default by Construction Manager. Construction Manager shall cure any default in performance of its obligations under this Agreement within two (2) Days after receipt of written notice from County; provided, however, that if the breach cannot reasonably be cured within such time, then Construction Manager will commence to cure the breach within two (2) Days and will diligently and continuously prosecute such cure to completion within a reasonable time, which shall in no event be later than ten (10) Days after receipt of such written notice. Nothing herein shall be interpreted as obligating County to give an opportunity to cure in the case of an emergency or if the default is of the type that County determines, in good faith, cannot be cured, or cannot be fully cured, within the time periods set forth in this Section 8.1.

8.1.2 Remedies Upon Default. In the event of any default by Construction Manager, including, without limitation, a default that Construction Manager fails to cure within the time periods set forth in Paragraph 8.1.1, above, then County may by written notice to Construction Manager, effective upon Construction Manager's receipt of such notice or upon such later date as may be set forth in such notice, pursue any remedies available under Applicable Laws, including, without limitation, the following:

.1 Take-Over. County may, without terminating this Agreement, terminate or discontinue the Construction Manager's performance and delete, take over or arrange for performance by others of some or all of the Basic Services and Additional Services, reserving to itself all rights to recover all Losses, including, without limitation, any Losses related thereto.

.2 Termination. County may terminate this Agreement upon written notice, reserving to itself all rights to recover all Losses, including, without limitation, all Losses related thereto.

8.1.3 Rights Cumulative. All of County's rights and remedies under this Agreement are cumulative and shall be in addition to those rights and remedies available under Applicable Laws. No termination or other action taken by County after exercise of its rights under this Article 8 shall prejudice any other rights or remedies of County provided by Applicable Laws or by this Agreement.

8.1.4 Disability, Insolvency. In addition to the other rights granted to County under this Agreement or Applicable Laws, County shall have the right to terminate this Agreement for default by giving seven (7) days written notice to Construction Manager, if: (1) Construction Manager is an individual and should die or be adjudged incompetent; (2) Construction Manager attempts to assign this Agreement; (3) a petition of bankruptcy is filed by Construction Manager or Construction Manager is adjudicated or admitted to be a bankrupt in connection with an involuntary petition of bankruptcy filed against Construction Manager; (4) Construction Manager should make a general assignment for the benefit of creditors; or (5) a receiver should be appointed on account of Construction Manager's insolvency.

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8.1.5 Construction Manager Obligations. Upon Construction Manager's receipt from County of notice of County's exercise of any of its rights under Paragraph 8.1.2, above, Construction Manager shall, unless the notice directs otherwise, do the following:

.1 immediately discontinue the performance of Basic Services and Additional Services to the extent specified in the notice;

.2 provide to County a description, in writing, no later than seven (7) Work Days after receipt of the notice of termination, of all contracts with Subconsultants that are outstanding, including, without limitation, with respect to each such contract separately, the terms of the original price, payments made to date, the balance owing, the status of the services performed and any outstanding withholding of funds or default, and a copy of the contract and any written changes, amendments or modifications thereto, together with such other information as County may determine necessary in order to decide whether it is in County's best interests to accept assignment of, or request Construction Manager to terminate, the contract; and

.3 thereafter only perform such Basic Services and Additional Services as may be necessary to complete the portion of the Basic Services and Additional Services not terminated, taken over or discontinued.

8.1.6 Completion by County. In the event County exercises its rights under Paragraph 8.1.2, above, County shall have the further right, without releasing Construction Manager from liability for failure to fulfill this Agreement, to proceed to complete the Basic Services and Additional Services by any means that County determines is expedient and withhold all or a portion of the monies, if any, owing to Construction Manager until County has completed such Basic Services and Additional Services.

8.1.7 Payment to Construction Manager.

.1 Terminated Services. With respect to any or all Basic Services and Additional Services that are terminated, discontinued or taken over by County pursuant to an exercise by County of its rights under Paragraph 8.1.2, above, and without limitation to County's other rights under this Agreement or Applicable Laws: (1) if the Losses to County, whether incurred or threatened, arising out of any default by Construction Manager (whether or not such default was the subject of the County's notice of default) or County's exercise of its remedies for default by Construction Manager, exceed the amount of Basic Services Compensation and Additional Services Compensation calculated pursuant to Sections 6.1 and 6.2, above, that was earned by Construction Manager for such Basic Services and Additional Services performed up to, and not beyond, the effective date of such termination, discontinuance or take over by County, then Construction Manager shall be liable to County for the difference and shall promptly remit same to County; or (2) if the sum of such Losses is less than the amount of such Basic Services Compensation and Additional Services Compensation, then County shall pay the difference to Construction Manager within forty-five (45) Days after receipt by County of an Invoice for Payment prepared in accordance with this Section 8.1 and Sections 6.1 through 6.3, above, requesting payment of such Basic Services Compensation and Additional Services Compensation.

.2 Continuing Services. In the event of a partial termination, discontinuance or take over by County pursuant to an exercise by County of its rights under Paragraph 8.1.2, above, and without limitation to County's other rights under this Agreement or Applicable Laws: (1) with respect to that portion of Basic Services or Additional Services that is not terminated, discontinued or taken over by County, County shall make a Good Faith Determination of an adjustment in the Basic Services Compensation and Additional Services Compensation under this Agreement to reflect the reduction in the scope of Basic Services and Additional Services remaining to be performed by Construction Manager; and (2) Construction Manager shall continue performance of such Basic Services and Additional Services and shall be paid by County therefor in accordance with the terms of this Agreement.

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.3 **Conversion.** In the event a termination, discontinuance or take over by County for cause pursuant to this Section 8.1 is determined to be wrongful, Construction Manager's right to payment or recovery shall be governed by the provisions of Subparagraphs 8.2.2.1 through 8.2.2.3, below, in lieu of any other rights, remedies or recovery provided for by Applicable Laws.

8.2 TERMINATION WITHOUT CAUSE

8.2.1 Termination for Convenience. Upon at least three (3) Days' written notice to Construction Manager prior to the effective date of an exercise of a right under this Section 8.2, County shall have the right, in its sole and absolute discretion and without cause and for its convenience, to terminate, discontinue or take over all or any portion of this Agreement or Construction Manager's performance under this Agreement. Upon receiving such notice, Construction Manager shall, unless the notice directs otherwise, take the actions required by Paragraph 8.1.5, above.

8.2.2 Payment to Construction Manager.

.1 **Terminated Services.** With respect to any or all Basic Services and Additional Services that are terminated, discontinued or taken over by County pursuant to Paragraph 8.2.1, above, Construction Manager shall, within seven (7) Days after exercise by County of a right to terminate, discontinue or take over pursuant to Paragraph 8.2.1, above, submit to County an Invoice for Payment prepared in accordance with Sections 6.1 through 6.3, above, for the amount of Basic Services Compensation and Additional Services Compensation that was earned by Construction Manager for such Basic Services and Additional Services performed up to, and not beyond, the effective date of such termination, discontinuance or take over by County. Without limitation to County's rights under Sections 6.5 and 6.6, above, within forty-five (45) Days after receipt by County of an Invoice for Payment prepared in accordance with this Section 8.2, County shall pay to Construction Manager the amount, if any, owing to Construction Manager under this Paragraph 8.2.2.

.2 **Continuing Services.** In the event of a partial termination, discontinuance or take over by County pursuant to an exercise by County of its rights under Paragraph 8.2.1, above, and without limitation to County's other rights under this Agreement or Applicable Laws: (1) with respect to that portion of Basic Services or Additional Services that is not terminated, discontinued or taken over by County, County shall make a Good Faith Determination of an adjustment in the Basic Services Compensation and Additional Services Compensation under this Agreement to reflect the reduction in the scope of Basic Services and Additional Services remaining to be performed by Construction Manager; and (2) Construction Manager shall continue performance of such Basic Services and Additional Services and shall be paid by County therefor in accordance with the terms of this Agreement.

.3 **Exclusive Remedy.** Construction Manager agrees to accept the payments provided for under this Paragraph 8.2.2 as its sole and exclusive right and remedy in lieu of all other rights and claims that Construction Manager may have under this Agreement or Applicable Laws for recovery of Losses caused or claimed to be caused by County's termination, discontinuance or take over of this Agreement, including, without limitation, Losses associated with lost profits, lost opportunity, and other consequential damages.

8.3 SUSPENSION BY COUNTY

County shall have the right to order, in writing, a suspension of performance of all services by Construction Manager without cause and for County's convenience. If services are entirely suspended by written order of County for a continuous period of more than sixty (60) consecutive Days, and such suspension is not due to a breach of this Agreement by Construction Manager or the negligence, willful misconduct or violation of an Applicable Law by Construction Manager or a Subconsultant, and if County thereafter requests in writing that Construction Manager resume performance following such suspension,

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then Construction Manager shall be entitled to payment as additional compensation of any unavoidable direct, out-of-pocket costs payable by Construction Manager or Subconsultants to third-party vendors of supplies as a result of such suspension. No other adjustment to Construction Manager's compensation and no other recovery by Construction Manager or any Subconsultant of Losses associated with such suspension shall be permitted.

8.4 TERMINATION BY CONSTRUCTION MANAGER

8.4.1 Construction Manager's Remedies. If County fails within the applicable time period for payment provided for in Article 6, above, to make payment of sums that are not in good faith disputed by County and fails to cure such failure within thirty (30) Days after receipt of written notice of nonpayment from Construction Manager, then, upon an additional ten (10) Days' written notice to County of intent to terminate, Construction Manager may terminate this Agreement. The foregoing constitutes the Construction Manager's sole and exclusive right to terminate this Agreement for any reason, including, but not limited to, any breach by County.

8.4.2 Payment to Construction Manager. In the event of a termination by Construction Manager pursuant to this Section 8.4, Construction Manager's right to further payment or recovery shall be governed by the provisions of Subparagraphs 8.2.2.1 through 8.2.2.3, above, in lieu of any other rights, remedies or recovery provided for by Applicable Laws.

ARTICLE 9
INDEMNIFICATION

9.1 INDEMNIFICATION BY CONSTRUCTION MANAGER

9.1.1 Indemnification Obligation. To the fullest extent permitted by Applicable Laws, Construction Manager agrees to defend (through legal counsel reasonably acceptable to County), indemnify, and hold harmless County, Board of Supervisors, and each of their respective members, officers, employees, agents, and volunteers ("Indemnitee(s)"), and each of them, from any and all Losses that arise out of or relate to any act or omission constituting negligence, breach of contract or willful misconduct on the part of Construction Manager or its Subconsultants, or their respective employees, agents, representatives, or independent contractors. The Indemnitees shall be entitled to the defense and indemnification provided for hereunder, regardless of whether the Loss is in part caused or contributed to by the acts or omissions of an Indemnitee or any other person or entity; provided, however, that nothing contained herein shall be construed as obligating Construction Manager to indemnify and hold harmless any Indemnitee to the extent not required under the provisions of Paragraph 9.1.2, below.

9.1.2 Limitations on Indemnity Obligation. Without affecting the rights of County under any other provision of this Agreement, Construction Manager shall not be required to indemnify or hold harmless an Indemnitee for a Loss due to that Indemnitee's negligence, recklessness or willful misconduct; provided, however, that such negligence, recklessness or willful misconduct has been determined by agreement of Construction Manager and Indemnitee or has been adjudged by the findings of a court of competent jurisdiction.

9.1.3 Subconsultant Indemnity Agreements. Construction Manager agrees to obtain or cause to be obtained executed defense and indemnity agreements with provisions identical to those set forth in this Section 9.1 from each and every Subconsultant, of every Tier.

9.1.4 No Limitation by Insurance. Construction Manager's indemnification obligations under this Agreement shall not be limited by the amount or type of damages, compensation or benefits payable under any policy of insurance, workers' compensation acts, disability benefit acts or other employee benefit acts.

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9.1.5 Enforcement. The Indemnitees shall be entitled to recover their attorneys' fees, costs and expert and consultant costs in pursuing or enforcing their right to defense and/or indemnification under this Agreement.

ARTICLE 10
INSURANCE

10.1 CONSTRUCTION MANAGER'S INSURANCE

10.1.1 Required Coverages. Prior to the commencement of any services, Construction Manager shall, at its own expense, purchase from, and maintain with, a company or companies lawfully authorized and approved by Governmental Authorities to do business in the jurisdiction in which the Project is located and having an A.M. Best Company rating of no less than A:80, the insurance coverages set forth in this Section 10.1, which coverages shall remain in force throughout Construction Manager's performance of this Agreement and for such longer periods as may be required by this Agreement, unless such requirements are waived, in writing, by the County's 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 after which full compliance with this Section 10.1 shall be required. Except as otherwise expressly provided in this Section 10.1, such policies and coverages shall, without limitation, protect Construction Manager from claims which may arise out of, or result from, the Construction Manager's performance of this Agreement, whether such performance be by itself or by any Subconsultant, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, and shall comply with the following requirements:

.1 Commercial General Liability insurance on a form at least as broad as Insurance Services Office ("ISO") Commercial General Liability Coverage "occurrence" form CG20101185 (Form B) or ISO Comprehensive General Liability "occurrence" form acceptable to the County with the Broad Form Comprehensive General Liability Endorsement GLO404 (with no Property Damage Liability exclusions pertaining to loss by explosion, collapse or underground damage), including, without limitation, coverage for bodily injury, sickness, disease, or death of any person, injury to, or destruction of tangible property, including loss of use resulting therefrom, blanket contractual liability coverage (including, without limitation, coverage for the Construction Manager's indemnification obligations set forth in Article 9, above), and including an endorsement amending the aggregate limits to apply on a per location or per project basis, with limits of liability coverages of no less than the following amounts:

$2,000,000	General Aggregate (Other Than Products-Completed Operations)
$2,000,000	Products-Completed Operations Aggregate Limit for a period of five (5) years following Final Completion and Acceptance of the Project
$1,000,000	Personal and Advertising Injury Limit
$1,000,000	Per Occurrence Limit

.2 Professional Liability insurance, issued on a "claims made" basis, with limits of liability coverage in the amounts of no less than the following: (1) if the Basic Services Compensation is $5 million or less: $1,000,000 per claim and $1,000,000 in the annual aggregate; (2) if the Basic Services Compensation is over $5 million and $10 million or less: $2,000,000 per claim and $2,000,000 in the annual aggregate; and (3) if the Basic Services Compensation is over $10 million: $3,000,000 per claim and $3,000,000 in the annual aggregate. Such policy shall provide coverage (including, without limitation, all costs and expenses resulting from the investigation and defense of any claim) for damages from claims for bodily injury or property damage to County or to any third party (including, without limitation, loss of use of damaged and non-damaged property) due to any breach of duty in the performance of professional services. Professional liability coverage shall have an inception date or a retroactive date coinciding with, or prior to, the date of execution of this Agreement or the date of first performance of any services under this Agreement, whichever date is earlier, and coverage shall continue uninterrupted until

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five (5) years after Final Completion and Acceptance of the entire Project. Coverage for such post-completion period may be provided by renewal or replacement of the policy for each of five (5) years or by a five-year extended reporting period endorsement that reinstates the aggregate limit for the extended reporting period. Renewal or replacement policies shall not allow for any advancement of the retroactive date. Any deductible or self-insured retention under the foregoing professional liability policy shall not, except with the approval of County granted or withheld in the County's sole and absolute discretion, exceed $100,000.

.3 Motor Vehicle Liability insurance issued on an ISO Business Auto Coverage form, including Symbol 1, acceptable to the County with limits of liability coverage of not less than $1,000,000 per occurrence combined single limit for bodily injury and property damage for all owned, hired, and non-owned vehicles.

.4 Workers' Compensation insurance (Coverage A) as prescribed by the laws of the State of California. The Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits of not less than $1,000,000 per person per accident and shall provide a Borrowed Servant/Alternate Employer Endorsement.

10.1.2 Notice of Cancellation. Each policy of insurance shall: (1) be in a form, and with insurers, satisfactory to County; (2) incorporate such endorsements as County may reasonably request; and (3) provide for thirty (30) Days' advance notice to County of non-renewal, material change, cancellation, or potential exhaustion of aggregate limits.

10.1.3 Additional Insureds. Construction Manager shall have the following named as Additional Insureds by means of endorsement to its General Liability, Excess (or Umbrella) Liability, and Motor Vehicle Liability policies: (1) the Indemnitees; (2) the persons or entities listed in the Additional Insureds List - Exhibit "L" attached hereto; and (3) all subsidiary companies, corporations, entities, joint ventures, LLC's, or partnerships that are owned, managed or controlled by the entities listed in Clauses (1) or (2) of this Paragraph 10.1.3. Such coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds. The "Insured" clause covering Additional Insureds shall: (a) be no more restrictive than the coverage afforded by ISO 2010 11/85 edition; (b) state that the coverage provided to the Additional Insureds is primary and non-contributing with any other insurance available to the Additional Insureds; and (c) require a waiver of subrogation in favor of all Additional Insureds.

10.1.4 Self Insured Retentions. Policies of insurance for the coverages described in Paragraph 10.1.1, above, with the sole exception of professional liability insurance, shall not have self insured retentions which exceed $10,000 per occurrence. All deductibles and self insured retentions on insurance required to be obtained by Construction Manager under this Agreement shall be borne by Construction Manager at its sole expense and without reimbursement by County.

10.1.5 Certificates of Insurance. Prior to the commencement of any services under this Agreement, and at any time thereafter upon County's request during the term of this Agreement, Construction Manager shall provide County with written evidence of the required coverages in the form of certificates of insurance with the applicable endorsements (including, without limitation, an endorsement confirming coverage for the Additional Insureds) attached or copies of the policies. County reserves the right to require complete, certified copies of all required insurance policies at any time, including endorsements providing the coverages required by this Agreement.

10.1.6 Waiver of Subrogation. For Commercial General Liability and Workers' Compensation insurance, the insurer shall agree to waive all rights of subrogation against the Additional Insureds for Losses arising from activities and operations of an insured in the performance of services under this Agreement.

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10.1.7 Lapse in Coverage. If Construction Manager or any Subconsultant, for any reason, fails to maintain any insurance coverage which is required pursuant to this Agreement, the same shall be deemed a material breach of this Agreement. County, at its sole option, may thereupon terminate this Agreement and obtain damages from Construction Manager resulting from said breach. Alternatively, County may purchase such coverage (but has no obligation to do so) and, without further notice to Construction Manager, may deduct from sums due to Construction Manager any premium costs advanced by County for such insurance.

10.1.8 Subconsultants. Except as otherwise stated in Subconsultant Insurance Requirements - Exhibit "M" attached hereto, Subconsultants shall be required to maintain insurance on the same terms and with the same coverages as required of Construction Manager under this Agreement.

ARTICLE 11
DISPUTE RESOLUTION

11.1 RESOLUTION OF DISPUTES

Disputes between County and Construction Manager shall be resolved by an attempt at non-binding mediation. If non-binding mediation is not successful, then disputes shall be resolved by way of an action filed in the Superior Court of the State of California, in and for the County of Riverside.

11.2 GOOD FAITH DETERMINATIONS

Wherever in this Agreement it is provided that the County may or shall make a determination or decision in the exercise of good faith (including, without limitation, provisions in this Agreement calling for a Good Faith Determination), any such determination or decision that the person exercising such right on behalf of County believes in good faith to be a proper exercise of County's rights and to have a reasonable basis in fact, whether or not such determination is in fact proper, reasonable or correct or adjudged to be so, shall be complied with by Construction Manager without Delay to Construction Manager's performance under this Agreement. However, unless this Agreement expressly provides otherwise, neither such good faith determination or decision nor Construction Manager's compliance therewith shall be interpreted as precluding the Construction Manager from exercising its rights to seek adjudication of its rights in the manner permitted by this Agreement or Applicable Laws.

11.3 ATTORNEY'S FEES

If any legal action is brought in connection with, or related to, the interpretation, performance, or enforcement of this Agreement, including, but not limited to, an action to rescind this Agreement, the prevailing party therein shall be entitled to recover from the other party the prevailing party's actual costs, expenses, and attorneys' fees at trial, and on appeal, including, without limitation, a sum for time expended by in-house attorneys and paralegals. The determination of the "prevailing party" shall be based upon the party who prevails upon the matters actually litigated and shall not be determined solely based on which party receives a net monetary recovery.

ARTICLE 12
ROYALTIES, PATENTS, COPYRIGHTS AND TRADE SECRETS

12.1 ROYALTIES

Construction Manager shall pay all royalties and license fees in connection with its performance of this Agreement. Compensation for such royalties and fees is included in Construction Manager's Basic Services Compensation and shall not be separately reimbursed.

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12.2 INFRINGEMENT

Construction Manager shall not infringe any United States patent, copyright, trade secret, or other proprietary right for or in any work of authorship, material, product, or any other form of intellectual property, or any part thereof (including, without limitation, software, hardware, service, design or equipment), used or furnished in connection with this Agreement.

12.3 NOTICE BY CONSTRUCTION MANAGER

In those instances where Construction Manager has reason to believe that a particular design, process, or product of one or more manufacturers that Construction Manager is directed to use by County would infringe upon any of the rights listed in Section 12.2, above, Construction Manager shall immediately notify County of its belief and the reasons therefor in writing.

ARTICLE 13
MISCELLANEOUS

13.1 GOVERNING LAW

This Agreement shall, without regard to the law of conflicts of laws that may otherwise call for application of the laws of a different jurisdiction, be governed by the laws of the State of California.

13.2 HAZARDOUS SUBSTANCES

13.2.1 Introduction by Construction Manager. Construction Manager and its Subconsultants shall not cause or knowingly permit, or include in its Design Documents any provision allowing for, any Hazardous Substances to be deposited, stored, disposed, placed, generated, manufactured, buried, refined, transported, treated, discharged, handled, or located on the Site or in Existing Improvements, except as may be specifically authorized in writing by County; provided, however, that Hazardous Substances may be specified for temporary use or storage where reasonably required for, and in quantities appropriate to, the performance of the Work and where the use and storage of such Hazardous Substances is permitted by, and specified to be performed in conformity with, Applicable Laws. Should Construction Manager or a Subconsultant violate the foregoing obligation, Construction Manager shall at its own expense and without limitation to County's other rights or remedies for default immediately: (1) inform County in writing of such event; (2) advise County with respect to any release reporting or notification requirement that may apply as a result of such event; (3) assist County in complying with any such reporting or notification requirement as determined by County; and (4) perform any investigation, remediation, removal, or other response that is necessary or desirable in order to abate or clean up the condition resulting from such event, to the full satisfaction of County and any applicable Governmental Authority. Such Hazardous Substances shall be removed and properly disposed of as soon as they can be accepted at an appropriate disposal facility, and in no event later than sixty (60) Days after such waste is generated, unless a longer time is approved by County.

13.2.2 Existing Hazardous Substances. Construction Manager recognizes that Hazardous Substances may exist at or beneath the ground at the Site and that certain waste materials, such as, but not limited to, drill cuttings and drilling fluids, must be handled as if contaminated until a determination as to whether they are Hazardous Substances is made. If the Construction Manager's Basic Services do not include the investigation or assessment of environmental conditions or Hazardous Substances, then in the event Construction Manager or its Subconsultants encounter materials existing or otherwise present at the Site that are reasonably believed to be Hazardous Substances that have not been rendered harmless, Construction Manager and/or Subconsultant shall report the condition to County in writing and County shall be solely responsible for arranging for and paying the costs lawfully to transport, store, treat, recycle, dispose of, or otherwise handle the Hazardous Substances present at the Site. If the

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Construction Manager's Basic Services include the investigation or assessment of environmental conditions or Hazardous Substances, then Construction Manager shall: (1) promptly make a determination whether the materials encountered are Hazardous Substances; (2) promptly advise County of the options and costs for handling, storing and disposing of such materials (whether they are Hazardous Substances or not); (3) appropriately handle, contain and label such materials as are Hazardous Substances in accordance with Applicable Laws; (4) promptly inform County that such handling, containerization and labeling have been performed; and (5) leave the containers on Site in an appropriate designated location for lawful storage and disposal by County. County shall be solely responsible for arranging for and paying the costs to lawfully transport, store, treat, recycle, dispose of or otherwise handle Hazardous Substances generated by Construction Manager's proper performance of its professional services. Should the proper and lawful transportation and disposal of any such materials be required, Construction Manager's responsibilities shall be limited to preparing manifests or related documents for execution by County. In this regard, County shall sign all manifests and bills of lading, and approve similar documents, including subcontracts for disposal activities, that identify County as the generator/owner of any hazardous or contaminated material that is removed from the Site. County shall be solely responsible for notifying all appropriate federal, state, local or other governmental agencies of the existence of any Hazardous Substances on or about the Site or discovered during performance of this Agreement; no such notice shall be given by Construction Manager without prior discussion and approval by County.

13.3 NO WAIVER

A waiver, by either party to this Agreement, of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character. County's approval, acceptance or use of, or payment for, any or part of Construction Manager's services shall not in any way alter Construction Manager's obligations, or waive any of County's rights, under this Agreement.

13.4 NO THIRD-PARTY RIGHTS

Nothing contained in this Agreement is intended to make any person or entity who is not a signatory to this Agreement a third-party beneficiary of any right or obligation created by this Agreement or by operation of Applicable Laws.

13.5 EXTENT OF AGREEMENT

This Agreement represents the entire Agreement between County and Construction Manager for the furnishing of services to the Project, and supersedes all prior negotiations, representations or agreements, either written or oral, and may be amended only by written instrument signed by both County and Construction Manager.

13.6 SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon County and Construction Manager and their respective successors and assigns. Neither the performance of this Agreement nor any part thereof, nor any monies due or to become due hereunder, nor any claim hereunder, may be assigned by Construction Manager without the prior written consent and approval of County, which may be granted or withheld in County's sole and absolute discretion. County's right and interest in, and any claim under, this Agreement may be assigned by County upon written notice to Construction Manager. County shall have no liability or responsibility to Construction Manager for payment for any services performed or cost incurred after the date of such assignment and notice thereof by County to Construction Manager.

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13.7 CONFIDENTIALITY

The Construction Manager acknowledges that, in the course of the Construction Manager's employment and performance under this Agreement, the County may make available to the Construction Manager, and the Construction Manager may utilize and may participate in the creation of, proprietary and confidential information, including, without limitation, plans, specifications, projected and actual budgets, construction and development schedules, operating procedures, pricing data, transaction terms, Site-related information, studies (including survey, soil, environmental, structural, topographic and seismic) and other Project information (hereinafter collectively, "Proprietary Information"). The Construction Manager agrees on behalf of itself and its employees, officers, board members and its Subconsultants that all Proprietary Information shall be kept strictly confidential, with such confidentiality requirement to include without limitation the following covenants and obligations: (1) the Proprietary Information shall not be disclosed, either verbally or in writing, to a person or entity that is not related to the Project; (2) the Proprietary Information shall not be disclosed to any person or entity related to the Project other than County except to the extent that such disclosure is essential to the Construction Manager's performance of this Agreement or to the performance by a Project-related person or entity of its Project-related work, services or obligations; (3) Construction Manager shall not publicly reveal any Proprietary Information except to the extent that such disclosure is essential to the Construction Manager's performance of this Agreement or to the performance by a Project-related person or entity of its Project-related work, services or obligations; (4) subject to the provisions of Paragraph 1.7.7, above, Construction Manager shall return all Proprietary Information (including all copies made thereof) to County upon request and in any event within sixty (60) Days after termination or full performance of this Agreement; (5) Construction Manager shall not be deemed the author of any of the Proprietary Information and retains no Intellectual Property Rights in the Proprietary Information; (6) to the extent the Construction Manager provides any Proprietary Information to a Subconsultant, the Construction Manager shall be responsible for obtaining and enforcing a written agreement from each such Subconsultant pursuant to which such Subconsultant agrees to be bound by the terms of this Section 13.7; and (7) in the event that the Construction Manager or any Subconsultant is required, or becomes legally compelled, to disclose any of the Proprietary Information or take any other action prohibited hereby, the Construction Manager will provide County with prompt written notice so that the County may seek a protective order or other appropriate remedy and/or waive in writing compliance with the provisions of this Section 13.7. County shall have full recourse under Applicable Laws in enforcing this Section 13.7, including without limitation the right to seek specific performance and injunctive relief and recover all damages resulting from a violation hereof. Construction Manager shall instruct all of its employees of the foregoing confidentiality obligation.

13.8 INDEPENDENT CONTRACTOR

Construction Manager is and shall at all times remain, as to County, a wholly independent contractor. Neither County nor any of its agents shall have control over the conduct of Construction Manager or any of Construction Manager's officers, agents or employees, except as herein set forth. Construction Manager shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of County.

13.9 CONSTRUCTION MANAGER'S REPRESENTATIONS

Without limitation to any other covenants, agreements, or representations contained in this Agreement, Construction Manager warrants and represents that: (1) it is financially solvent, able to pay its debts as they mature and possessed of sufficient working capital to complete the services and perform the obligations required by this Agreement; (2) it is authorized to do business in the State of California; and (3) Construction Manager holds such licenses, if any, that Construction Manager is required to hold in order to enter into this Agreement for performance of the services to be provided by Construction Manager pursuant to this Agreement.

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13.10 SURVIVAL

The provisions of this Agreement which, by their nature, involve a right that is to be or may be exercised by or afforded to a party, or an act or obligation that is to be assumed or performed by a party, after the point in time that full performance or termination of this Agreement has occurred, including, without limitation, all provisions relating to warranties, defense and indemnification, confidentiality, audit, insurance, dispute resolution procedures, and ownership of documents, shall survive and remain in full force and effect after either full performance or termination of this Agreement.

13.11 SEVERABILITY

In the event a provision of this Agreement, or portion thereof, is held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions or portions shall not be affected, and such remaining provisions or portions shall be enforceable to the fullest extent allowable by Applicable Laws in order to give maximum legal force and effect to those provisions or portions that are not invalid, illegal or unenforceable.

13.12 INTERPRETATION

Construction Manager and County acknowledge that the terms of this Agreement have been mutually negotiated and, accordingly, shall not be interpreted against either County or Construction Manager on the basis that either party was solely responsible for or in control of the drafting of this Agreement.

13.13 ADVERTISING

Construction Manager may not use County's name or refer to County or the Project, directly or indirectly, in any promotional materials, advertisement, news release or release to any professional or trade publication without County's prior written approval, which may be granted or withheld in its sole and absolute discretion.

13.14 ELECTRONIC DOCUMENTS

In the event of any conflict between a document contained in an electronic file and the hard copy of such document maintained in the files of County or Construction Manager, the hard copy shall control.

13.15 COUNTERPARTS

This Agreement may be executed by wet signature in separate counterparts, any one of which need not contain signatures of more than one party, but all of which taken together shall constitute the same agreement.

13.16 TITLES FOR CONVENIENCE

The table of contents and the headings of articles and paragraphs are for convenience only and shall not modify rights and obligations created by this Agreement.

13.17 NONDISCRIMINATION

Construction Manager shall comply, and cause its Subconsultants, of every Tier, to comply, with all requirements of Applicable Laws pertaining to equal opportunity employment and nondiscrimination, including, without limitation, those requirements prohibiting discrimination against or segregation of any person or group of persons on account of age, ancestry or national origin, color, creed, disability, gender, marital status, race, religion or sexual orientation, nor shall Construction Manager permit any such

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practice prohibited by such requirements to take place in connection with the selection, location or number of consultants or vendors employed. Construction Manager shall include the provisions of this Section 13.18 in all contracts entered into with Subconsultants for performance of services provided for under this Agreement.

13.18 SERVICES PERFORMED BY CONSTRUCTION MANAGER OR AFFILIATES

The Construction Manager shall not enter into any subcontract, contract, agreement, purchase order, or other arrangement ("Arrangement") for the furnishing of any portion of the services provided for in this Agreement with any party or entity if such party or entity is an Affiliated Entity (as defined below), unless such Arrangement has been approved in writing by the County after full disclosure in writing by the Construction Manager to the County of such affiliation or relationship and all details relating to the proposed Arrangement. The term "Affiliated Entity" as used in this Section means any entity related to or affiliated with the Construction Manager or with respect to which the Construction Manager has direct or indirect ownership or control, including, without limitation: (1) any entity owned in whole or part by the Construction Manager; (2) if the Construction Manager is a corporation, any holder of more than 10% of the issued and outstanding shares of the Construction Manager; (3) if Construction Manager is not a corporation, any holder of an ownership interest in Construction Manager; or (4) any entity in which any officer, director, employee, partner, or shareholder (or member of the family of any of the foregoing persons) of the Construction Manager, or any entity owned by the Construction Manager, has a direct or indirect interest which interest includes, but is not limited to, that of a partner, employee, agent, or shareholder.

13.19 REBATES, KICKBACKS

Construction Manager represents and warrants that it has neither paid or agreed to pay, nor will it pay, any sums or any other consideration to any member of the Board of Supervisors or any other director, officer, employee, agent or other representative of County in connection with this Agreement or any services hereunder, nor has any such payment or agreement for payment been requested or solicited by any such member, director, officer, employee, agent or representative. Construction Manager hereby acknowledges that it understands that this representation and warrant constitute a material inducement upon which County is relying in entering into and performing this Agreement.

ARTICLE 14
NOTICES

14.1 DELIVERY AND ADDRESSES

14.1.1 Delivery. Any notice that is required by this Agreement shall be given as provided herein below. Electronic (i.e., e-mail) notice shall not be sufficient. All notices, demands, or requests to be given under this Agreement shall be given in writing and shall be conclusively deemed received as follows:

.1 on the date delivered if delivered personally;

.2 on the third (3rd) business day after the deposit thereof in the United States mail, postage prepaid, and addressed as hereinafter provided;

.3 on the date received if sent by facsimile transmission or overnight mail (such as, but not limited to, UPS, Fed Ex, or other similarly reputable private of public express carriers); and

.4 on the date it is accepted or rejected if sent by certified mail.

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14.1.2 Addresses. All notices, demands or requests required by this Agreement shall be addressed to the parties as follows:

To County at:

County of Riverside Economic Development Agency
3403 10th Street, 4th Floor
Riverside, CA 92501
Attention: Robert Fields, Assistant CEO/EDA

With additional copies to:

County of Riverside Economic Development Agency
3403 10th Street, 4th Floor
Riverside, CA 92501
Attention: Sergio Pena, Deputy Director, Design and Construction

To Construction Manager at:

Tilden-Coil Constructors, Inc.
3612 Mission Inn Ave.
Riverside, CA 92501
Attention: Dayne Brassard, Executive Vice President

With additional copies to:

N/A

14.2 CHANGE OF ADDRESS

In event of any change of address, the moving party is obligated to notify the other party of the change of address in writing. Each party may amend, supplement and update the notice list to add, delete or replace any listed individuals by notice to the other party in writing.

ARTICLE 15
EXHIBITS

The following exhibits are attached hereto and incorporated in this Agreement by this reference as part of the terms of this Agreement:

Exhibit "A"	-	Description of Development Plan – Not Used
Exhibit "B"	-	General Conditions of the Standard Form Construction Contract Between County and Contractor
Exhibit "C"	-	Hourly Rates Schedule
Exhibit "D"	-	Initial Program – Not Used
Exhibit "E"	-	Key Personnel List
Exhibit "F"	-	Master Project Schedule
Exhibit "G"	-	Property Description
Exhibit "H"	-	Reimbursable Expenses Schedule
Exhibit "I"	-	Invoice for Payment Form
Exhibit "J"	-	Payment Schedule

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Exhibit "K"	-	Release Forms
Exhibit "L"	-	Additional Insureds List
Exhibit "M"	-	Subconsultant Insurance Requirements
Exhibit "N"	-	Construction Manager's Staffing Fee Schedule
Exhibit "O"	-	Construction Manager's Subconsultant Services – Not Used
Exhibit "P"	-	Construction Manager's Proposal

In the event of a conflict between the provisions of any of the above-listed exhibits and the terms and conditions of the Agreement, the latter shall control.

IN WITNESS WHEREOF, the parties hereto have made and executed four (4) originals of this Construction Contract, on _____ [to be filled in by Clerk of the Board].

[SIGNATURES ON FOLLOWING PAGE]

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"COUNTY"

COUNTY OF RIVERSIDE

By:_____ Dated_____

_____
PRINTED NAME
Chairman, Board of Supervisors

ATTEST:

KECIA HARPER-IHEM
Clerk of the Board

By:_____ Dated_____
Deputy

(SEAL)

APPROVED AS TO FORM:
GREGORY P. PRIAMOS
County Counsel

By: Marsha R Victor Dated 9/19/16
Marsha L. Victor
Principal Deputy County Counsel

"CONSTRUCTION MANAGER"

Tilden-Coil Constructors, Inc.

(SIGN ON LINE ABOVE)

By: Dayne Brassard
PRINTED NAME

Title: Executive Vice President

The following information must be provided concerning the Construction Manager:

State whether Construction Manager is a corporation, individual, partnership, joint venture or other:
Corporation

If "other", enter legal form of business:

Enter address:
3612 Mission Inn Ave
Riverside, CA 92501

Telephone: (951) 684-5901
Facsimile: (951) 684-0769
Email: dbrassard@tilden-coil.com

Employer State
Tax ID #: 15495179

State Contractor License #: 208556

DIR Registration #: 1000000518

If Construction Manager is not an individual or corporation, list names of 4 representatives who have authority to contractually bind Contractor:

If Construction Manager is a corporation, state:
Name of President: Brian Jaramillo
Name of Secretary: Greg Lackey
State of Incorporation: California

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EXHIBIT "A"

DESCRIPTION OF DEVELOPMENT PLAN

Not Used

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Exhibit B

GENERAL CONDITIONS OF THE STANDARD FORM CONSTRUCTION CONTRACT BETWEEN COUNTY AND CONTRACTOR

(LONG FORM)

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GENERAL CONDITIONS OF THE STANDARD FORM CONSTRUCTION CONTRACT BETWEEN COUNTY AND CONTRACTOR

(LONG FORM)

ARTICLE 1
GENERAL PROVISIONS

1.1 DEFINITIONS

1.1.1 **Acceptance.** "Acceptance" means the point that the Project is formally accepted by the Board of Supervisors and a Notice of Completion is recorded by County.

1.1.2 **Act of God.** "Act of God" means earthquake, natural flood, tornado or other unusually severe natural or weather phenomenon occurring at the Site and causing Delay to performance of the Work at the Site; provided, however, that precipitation and winds shall not be an Act of God unless it exceeds in any given month the 10-year average of monthly levels as established by the National Oceanic and Atmospheric Administration ("NOAA") according to NOAA's records of measurable precipitation and winds taken at NOAA's recording station located within the Riverside County basin area that is nearest to the Site.

1.1.3 **Addendum.** "Addendum" means written or graphic information (including, without limitation, Drawings or Specifications) issued prior to the Bid Closing Deadline, which modifies or interprets the Bidding Documents by additions, deletions, clarifications or corrections.

1.1.4 **Admitted Surety.** "Admitted Surety" means a surety insurer that is duly certified pursuant to California Insurance Code §995.120 to transact business as a surety in the State of California.

1.1.5 **Allowable Costs.** "Allowable Costs" means those costs listed in Paragraph 7.7.3, below, that are used in calculating Contract Adjustments to the Contract Price.

1.1.6 **Allowable Markups.** "Allowable Markups" means those percentage markups listed in Paragraph 7.7.5, below, used in calculating Contract Adjustments to the Contract Price.

1.1.7 **Alternate.** "Alternate" means a proposed alternative described in the Bidding Documents adding to, or deleting from, the Bidding Documents a particular material, system, product or method of construction.

1.1.8 **Applicable Laws.** "Applicable Laws" means all statutes, ordinances, rules, regulations, policies and guidelines enacted by Governmental Authorities (including, without limitation, Environmental Laws and Disability Laws), codes adopted or promulgated by Governmental Authorities (including, without limitation, building and health and safety codes), lawful orders of Governmental Authorities and common law, including, but not limited to, principles of equity applied by the courts of the State of California, which are in effect at the time the Work is performed.

1.1.9 **Application for Payment.** "Application for Payment" means Contractor's itemized application for Progress Payment or Final Payment prepared, submitted and substantiated in accordance with the requirements of the Contract Documents.

1.1.10 **Architect.** "Architect" means the design professional retained by County that is primarily responsible for the preparation of the Drawings and Specifications for the Project.

1.1.11 **Assistant CEO/EDA.** "Assistant CEO/EDA" means the Assistant CEO for the Economic Development Agency, or his/her designee.

1.1.12 **Award.** "Award" means either (1) a minute order duly adopted by the Board of Supervisors approving County's entering into the Construction Contract with Contractor or (2) execution of the Construction Contract by the Clerk of the Board.

1.1.13 **Base Bid.** "Base Bid" means the sum of money stated in a Bid for which the Bidder proposes to perform the Work, exclusive of adjustments for Alternates.

1.1.14 **Bid.** "Bid" means the completed and signed Bid Form and other Bid Submittals submitted by a Bidder to County in response to the Notice Inviting Bids and in accordance with the Instructions to Bidders.

1.1.15 **Bid Amount.** "Bid Amount" means the dollar amount that is used as the basis for determining which Bidder has submitted the lowest Bid price for purposes of Award pursuant to the County's chosen method of Award set forth in Paragraph 4.5.3 of the Instructions to Bidders.

1.1.16 **Bid Bond.** "Bid Bond" means alternative form of Bid Security submitted by a Bidder that consists of a surety bond issued by a Surety.

1.1.17 **Bid Closing Deadline.** "Bid Closing Deadline" means the deadline (date and time) for receipt of Bids by County that is stated in the Bidding Documents, as adjusted by Addendum.

1.1.18 **Bid Form.** "Bid Form" means the form prescribed by the Bidding Documents to be completed and signed by a Bidder showing the dollar amount(s) of its Bid.

1.1.19 **Bid Security.** "Bid Security" means a deposit of cash, certified or cashier's check or bond submitted by a Bidder in accordance with the Bidding Documents guaranteeing that if Award is made to the Bidder, the Bidder will enter into the Construction Contract and furnish the Performance Bond and Payment Bond and other Post-Award Submittals.

1.1.20 **Bid Submittal.** "Bid Submittal" means a document that Bidder is required by the Bidding Documents to submit with or as part of its Bid.

1.1.21 **Bidder.** "Bidder" means a person or entity submitting a Bid for Award of the Construction Contract.

1.1.22 **Bidding Documents.** "Bidding Documents" means the following collection of documents prepared and issued by County relating to the Project:

.1 Notice Inviting Bids;

.2 Instructions to Bidders;

.3 Bid Form;

.4 Standard Form of Construction Contract Between County and Contractor (unsigned);

.5 General Conditions to Standard Form of Construction Contract Between County and Contractor (Long Form);

.6 Specifications;

.7 Plans and Drawings;

.8 Addenda;

.9 Reference Documents;

.10 Safety Program; and

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.11 those documents, or those portions or provisions of documents, that, although not listed in Subparagraph 1.1.22.2 through Subparagraph 1.1.22.10, above, are expressly cross-referenced therein or attached thereto, including, without limitation, all documents submitted by Contractor as part of its Bid or Post-Award Submittals.

1.1.23 **Board of Supervisors.** "Board of Supervisors" means the Board of Supervisors for the County of Riverside.

1.1.24 **Change.** "Change" means a modification, change, addition, substitution or deletion in the Work or in Contractor's means, methods, manner, time or sequence of performing the Work arising from any cause or circumstances, including, without limitation, either directly at the request of County or constructively by reason of other circumstances. Use of the term "Change," in any context, in the Contract Documents shall not be interpreted as implying that Contractor is entitled to a Contract Adjustment on any basis other than as permitted by the terms of the Contract Documents for Compensable Change, Deleted Work or Compensable Delay.

1.1.25 **Change Order.** "Change Order" means a written instrument, signed in accordance with the requirements of the General Conditions, setting forth the agreement of County and Contractor on the terms of a Contract Adjustment.

1.1.26 **Change Order Request.** "Change Order Request" means Contractor's written request for a Contract Adjustment pursuant to Paragraph 7.6.2, below.

1.1.27 **Claim.** "Claim" means a written demand or assertion by Contractor seeking, as a matter of right, an interpretation of contract, payment of money, recovery of damages or other relief. A Claim does not include the following: (1) tort claims for personal injury or death; (2) stop payment notice claims; (3) a determination of the right of County to specific performance or injunctive relief to compel performance; (4) a determination of the right of County to suspend, revoke or limit the Contractor's Prequalification status or rating or to debar Contractor from bidding or contracting with County; or (5) a determination of the right of County under Applicable Laws to terminate the Construction Contract and/or recovery of penalties imposed upon Contractor for violation of statutory obligations under Public Contract Code §4100 *et seq.*

1.1.28 **Close-Out Documents.** "Close-Out Documents" means all Record Documents, warranties, guarantees, technical information, operations manuals, replacement parts, excess and attic stock and other documents (including, without limitation, electronic versions and hard copies) and things required to be submitted by Contractor under the Contract Documents as a condition of Final Completion or Final Payment.

1.1.29 **Compensable Change.** "Compensable Change" means circumstances involving the performance of Extra Work:

.1 that are the result of

(1) Differing Site Conditions,

(2) amendments or additions to Applicable Laws, which amendments or additions are enacted after the Bid Closing Deadline,

(3) a Change requested by County in accordance with the conditions of authorization applicable to Compensable Changes set forth in Article 7, below, or

(4) other circumstances involving a Change in the Work for which Contractor is given under the Contract Documents a specific and express right to a Contract Adjustment to the Contract Price;

.2 that are not caused, in whole or in part, by an act or omission of Contractor or a Subcontractor, of any Tier, constituting negligence, willful misconduct, or violation of an Applicable Law, or by a failure of Contractor of a Subcontractor, of any Tier, to comply with the Contract Documents;

.3 for which a Contract Adjustment is neither prohibited by nor waived under the terms of the Contract Documents; and

.4 that if performed would require Contractor to incur additional and unforeseeable Allowable Costs that would not have been required to be incurred in the absence of such circumstances.

1.1.30 **Compensable Delay.** "Compensable Delay" means a Delay to the critical path of activities affecting Contractor's ability to achieve Substantial Completion of the entirety of the Work within the Contract Time:

.1 that is the result of

(a) a Compensable Change,

(b) the active negligence of County, Architect, a County Consultant or a Separate Contractor,

(c) a breach by County of an obligation under the Contract Documents, or

(d) other circumstances involving Delay for which Contractor is given under the Contract Documents a specific and express right to a Contract Adjustment adjusting the Contract Price;

.2 that is not caused, in whole or in part, by an act or omission of Contractor or a Subcontractor, of any Tier, constituting negligence, willful misconduct, or a violation of an Applicable Law, or a failure by Contractor or any Subcontractor, of any Tier, to comply with the Contract Documents; and

.3 for which a Contract Adjustment to the Contract Time is neither prohibited by nor waived under the terms of the Contract Documents.

1.1.31 Construction Change Directive. "Construction Change Directive" means a written instrument signed in accordance with the requirements of Article 7, below, that: (1) directs the performance of a Change that does not involve a Contract Adjustment; (2) establishes a mutually agreed basis for compensation to Contractor for a Compensable Change under circumstances where performance of the Compensable Change needs to proceed in advance of the County performing a full evaluation of the Contractor's rights relative to a Contract Adjustment; or (3) directs performance of Work or a Change with respect to which there exists a dispute or question regarding the terms of a Contract Adjustment.

1.1.32 **Construction Contract.** "Construction Contract" means the written form of Standard Form of Construction Contract Between County and Contractor included in the Bidding Documents signed by County and Contractor.

1.1.33 **Construction Schedule.** "Construction Schedule" means the detailed, critical path schedule prepared by Contractor in accordance with the requirements of the Contract Documents showing Contractor's plan for performance of the Work within the Contract Time.

1.1.34 **Contract Adjustment.** "Contract Adjustment" means an adjustment, additive or deductive, to the Contract Price or Contract Time that is permitted by the Contract Documents due to circumstances constituting a Compensable Change, Compensable Delay or Deleted Work.

1.1.35 **Contract Documents.** "Contract Documents" means the following collection of documents:

.1 Construction Contract;

.2 Addenda;

.3 General Conditions;

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.4 Specifications;

.5 Plans and Drawings;

.6 Modifications;

.7 Reference Documents;

.8 Change Orders;

.9 Unilateral Change Orders;

.10 Construction Change Directives;

.11 Safety Program;

.12 other documents that comprise exhibits, attachments or riders to the documents listed in preceding Subparagraph 1.1.35.1 through Subparagraph 1.1.35.11, above;

.13 executed Declaration of Sufficiency of Funds;

.14 executed Non-Collusion Declaration; and

.15 if the Bidding Documents limit bidding to Prequalified Bidders, those written representations, obligations or responsibilities made, acknowledged or assumed by the Bidder as part of the applicable Prequalification conducted by County, including, without limitation, any continuing obligations assumed by Contractor to disclose false or misleading information, report changes in ownership or management and comply with minimum safety requirements.

1.1.36 **Contract Price.** "Contract Price" means the dollar amount set forth in the Construction Contract as the total compensation payable by County to Contractor for complete performance by Contractor in accordance with the Contract Documents of the Work and other obligations assumed by Contractor under the Contract Documents.

1.1.37 **Contract Time.** "Contract Time" means the total number of Days set forth in the Construction Contract within which Contractor is obligated to achieve Substantial Completion and/or Final Completion of the Work, as extended or shortened by Contract Adjustments.

1.1.38 **Contractor.** "Contractor" means the person or entity identified by County as the Bidder receiving Award of the Construction Contract.

1.1.39 **Contractor Amount.** "Contractor Amount" means the component amount calculated on behalf of Contractor pursuant to Paragraph 15.1.5, below, that is used to determine the total net amount payable to Contractor or County in the event of a partial or full termination or discontinuance of the Work.

1.1.40 **Contractor's Own Expense.** "Contractor's Own Expense" means that Contractor agrees to assume sole responsibility to pay and be responsible for any resulting or associated Loss and Delay, without any Contract Adjustment and without any other form of compensation or reimbursement, of any kind, by County.

1.1.41 **County.** "County" means the County of Riverside, a political subdivision of the State of California.

1.1.42 **County Amount.** "County Amount" means the component amount calculated on behalf of County pursuant to Paragraph 15.1.5, below, that is used to determine the total net amount payable to Contractor or County in the event of a partial or full termination or discontinuance of the Work.

1.1.43 **County Consultant.** "County Consultant" means a consultant, other than Architect, engaged by County (or engaged as a subconsultant to the Architect or a County Consultant) to provide professional advice to County with respect to the design, construction or management of the Project.

1.1.44 **County Review Date.** "County Review Date" means an end date set forth in the Construction Schedule or Submittal Schedule within which County, Architect or a County Consultant is to provide information, review documents or render decisions, approvals or disapprovals.

1.1.45 **County Review Period.** "County Review Period" means a period of time set forth in the Construction Schedule or Submittal Schedule within which County, Architect or a County Consultant is to provide information, review documents or render decisions, approvals or disapprovals.

1.1.46 **County Risk Manager.** "County Risk Manager" means the individual employee of the County acting as its risk manager.

1.1.47 **County Website.** "County Website" means the website maintained by County at http://www.rivcoeda.org.

1.1.48 **Date of Commencement.** "Date of Commencement" means the starting date used for calculation of the Contract Time, and is the date, no earlier than the first working day following issuance of the Notice to Proceed, that is fixed in the Notice to Proceed issued by the County or, if no Notice to Proceed is issued, the Day that the Contractor actually commences Work at the Site in accordance with Paragraph 8.1.1, below.

1.1.49 **Day.** "Day", whether capitalized or not, and unless otherwise specifically provided, means calendar day, including weekends and Holidays.

1.1.50 **Declaration of Sufficiency of Funds.** "Declaration of Sufficiency of Funds" means the declaration, in the form included in the Bidding Documents, required to be submitted by Contractor under circumstances where Contractor has not executed a collective bargaining agreement covering the workers who will be employed to perform the Work.

1.1.51 **Defective Work.** "Defective Work" means materials, equipment, labor, workmanship, construction services or other construction work comprising the Work by Contractor or a Subcontractor that (1) is faulty, omitted, incomplete, or deficient, or (2) does not conform to Applicable Laws, the Contract Documents, or the requirements of any inspection, reference standard, test, code or approval specified in the Contract Documents.

1.1.52 **Delay.** "Delay" means any circumstances involving delay, disruption, hindrance or interference.

1.1.53 **Deleted Work.** "Deleted Work" means Work that is eliminated or its scope or cost reduced pursuant to a Change Order or Unilateral Change Order.

1.1.54 **Department of Industrial Relations.** "Department of Industrial Relations" means The Department of Industrial Relations of the State of California.

1.1.55 **Design Discrepancy.** "Design Discrepancy" means an error, omission, conflict, ambiguity, lack of coordination or noncompliance with Applicable Laws contained in the Bidding Documents, Contract Documents, Reference Documents or other information made available by County to Contractor prior to or after the Bid Closing Deadline.

1.1.56 **Design Documents.** "Design Documents" means all originals, copies and drafts of plans, drawings, tracings, specifications, programs, reports, calculations, presentation materials, models, building information models and other writings or materials containing designs, specifications or engineering information related to the Work or Project prepared by Architect, County Consultants, Contractor, Separate Contractors or Subcontractors including, without limitation, computer aided design materials, electronic data files and paper copies. The term "Design Documents" includes both the written documents and all building and other designs depicted therein.

1.1.57 **Design Intent.** "Design Intent" means the general intended design objectives of the Design Documents prepared by Architect and County Consultants, as described in Paragraph 1.2.1, below.

1.1.58 **Designation of Subcontractors.** "Designation of Subcontractors" means the list of proposed Subcontractors prepared by the Bidder pursuant to California Public Contract Code §§4100 et seq.

1.1.59 **Differing Site Condition.** "Differing Site Condition" means an unforeseen condition that constitutes a basis for Contract Adjustment pursuant to Paragraph 4.3.8, below.

1.1.60 **Disability Laws.** "Disability Laws" means applicable federal, state, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees, or requirements of any Government Authority, which regulate, relate to or impose liability or standards of conduct with respect to, or accessibility for, persons with disabilities, including, without limitation, the Americans with Disabilities Act (42 USCA §§ 12101 et seq.) and the Fair Housing Amendments Act of 1988 (42 USCA §§ 3604 et seq.).

1.1.61 **Discovery Date.** "Discovery Date", generally used in reference to Contractor's obligation to give written notice of certain facts, conditions or circumstances, means the earlier of the dates that Contractor or any Subcontractor either: (1) discovered such facts, conditions or circumstances; or (2) should have discovered such facts, conditions or circumstances in the exercise of the level of care required by the terms of the Standard of Performance.

1.1.62 **Drawings.** "Drawings" means graphic and pictorial documents showing the design, location and dimensions of the Project, and generally includes plans, elevations, subparagraphs, details, schedules and diagrams. The term "Drawings" is used interchangeably with "Plans".

1.1.63 **EDA.** "EDA" means the Economic Development Agency for the County of Riverside.

1.1.64 **Environmental Laws.** "Environmental Laws" means all applicable federal, state, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees and permits or other requirements of any Governmental Authority, which regulate, relate to, or impose liability or standards of conduct concerning any Hazardous Substance (including, without limitation, the use, handling, transportation, production, disposal, discharge or storage thereof), occupational or environmental conditions on, under, or about the Site or Existing Improvements (including, without limitation, soil, groundwater, and indoor and ambient air conditions), environmental protection (natural or manmade resources), or occupational health or industrial hygiene (but only to the extent related to Hazardous Substances on, under, or about the Site or Existing Improvements), as now or may at any later time be in effect, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 [42 U.S.C.A. §§ 9601 et seq.]; the Resource Conservation and Recovery Act of 1976 [42 U.S.C.A. §§ 6901 et seq.]; the Clean Water Act (also known as the Federal Water Pollution Control Act) [33 U.S.C.A. §§ 1251 et seq.]; the Toxic Substances Control Act [15 U.S.C.A. §§ 2601 et seq.]; the Hazardous Substances Transportation Act [49 U.S.C.A. §§ 1801 et seq.]; the Insecticide, Fungicide, Rodenticide Act [7 U.S.C.A. §§ 136 et seq.]; the Superfund Amendments and Reauthorization Act [42 U.S.C.A. §§ 6901 et seq.]; the Clean Air Act [42 U.S.C.A. §§ 7401 et seq.]; the Safe Drinking Water Act [42 U.S.C.A. §§ 300f et seq.]; the Solid Waste Disposal Act [42 U.S.C.A. §§ 6901 et seq.]; the Surface Mining Control and Reclamation Act [30 U.S.C.A. §§ 1201 et seq.]; the Emergency Planning and Community Right to Know Act [42 U.S.C.A. §§ 11001 et seq.]; the Occupational Safety and Health Act [29 U.S.C.A. §§ 655 and 657]; the Residential Lead-Based Paint Exposure Act (Title X of the Housing and Community Development Act of 1992) [15 U.S.C.A. §§ 2681 et seq.]; the Lead-Based Paint Poisoning Prevention Act [42 U.S.C.A. §§ 4821 et seq.]; the Federal Endangered Species Act, the California Endangered Species Act, the Migratory Bird Treaty Act, the National Environmental Policy Act, the California Environmental Quality Act, Porter Cologne Water Quality Act (California Water Code §§ 13000 et seq), and all similar federal, state or local laws, rules, orders, regulations, statutes, ordinances, codes, decrees, or requirements.

1.1.65 **Escrow Agent.** "Escrow Agent" means an entity serving as escrow agent pursuant to California Public Contract Code §22300 in connection with the deposit of securities or retention.

1.1.66 **Escrow Bid Documents.** "Escrow Bid Documents" means all written documentation and electronic files reflecting the basis for and calculation of a Bid, including, without limitation, estimates, quantity take-offs, price quotations, product data, pricing data, memoranda, narratives, add/deduct sheets and reports (including, without

limitation, reports on conditions at, under, or in the vicinity of the Site). The term "Escrow Bid Documents" does not include copies of Bidding Documents if they are not needed to comply with the requirements of the Bidding Documents applicable to submission of Escrow Bid Documents.

1.1.67 **Event of Contractor Default.** "Event of Contractor Default" means any of the events constituting default by Contractor as set forth in Paragraph 15.1.1, below.

1.1.68 **Evidence of Insurance.** "Evidence of Insurance" means the statement, completed by Bidder in the form included in the Bidding Documents, evidencing the Bidder's compliance with the insurance requirements of the Bidding Documents.

1.1.69 **Excusable Delay.** "Excusable Delay" means a Delay, other than a Compensable Delay, to Contractor's ability to achieve Substantial Completion or Final Completion of the Work within the Contract Time that is: (1) not caused, in whole or in part, by an act or omission of Contractor or a Subcontractor, of any Tier, constituting negligence, willful misconduct, a violation of an Applicable Law or a failure by Contractor or any Subcontractor, of any Tier, to comply with the Contract Documents; (2) unforeseeable, unavoidable and beyond the control of Contractor and the Subcontractors, of every Tier; and (3) the result of a Force Majeure Event. Without limitation to the foregoing, neither the bankruptcy, insolvency nor financial inability of Contractor or a Subcontractor, of any Tier, nor any failure by a Subcontractor, of any Tier, to perform any obligation imposed by contract or Applicable Laws shall constitute a ground for Excusable Delay.

1.1.70 **Existing Improvements.** "Existing Improvements" means all improvements located on the Site as of the Bid Closing Deadline, whether above or below the surface of the ground, including, but not limited to, existing buildings, utilities, infrastructure improvements and other facilities.

1.1.71 **Extra Work.** "Extra Work" means labor, materials, equipment, services or other work, not reasonably inferable by Contractor or its Subcontractors from the design and other information set forth in the Bidding Documents, the performance of which requires the expenditure by Contractor of additional and unforeseen Allowable Costs. References to Extra Work shall not be interpreted to mean or imply that Contractor is entitled to a Contract Adjustment unless such Extra Work constitutes a Compensable Change.

1.1.72 **Final Completion, Finally Complete.** "Final Completion" and "Finally Complete" mean the point at which the following conditions have occurred with respect to the entire Work:

.1 the Work is fully completed, including all minor corrective, or "punch list," items;

.2 all permits, approvals and certificates by Governmental Authorities, such as, but not necessarily limited to, a permanent or temporary certificate of occupancy required to occupy and use the Work have been issued free of any conditions that are the result of an act or omission of Contractor or a Subcontractor, of any Tier, constituting negligence, willful misconduct, a violation of an Applicable Law or a failure by Contractor or any Subcontractor, of any Tier, to comply with the Contract Documents;

.3 the Work and the related portions of the Site have been thoroughly cleared of all construction debris and cleaned in accordance with the requirements of the Contract Documents, including, but not necessarily limited to where applicable, the following: removal of temporary protections; removal of marks, stains, fingerprints and other soil and dirt from painted, decorated and natural-finished woodwork and other Work; removal of spots, plaster, soil and paint from ceramic tile, marble and other finished materials; all surfaces, fixtures, cabinet work and equipment are wiped and washed clean and in an undamaged, new condition; all aluminum and other metal surfaces are cleaned in accordance with recommendations of the manufacturer; and all stone, tile and resilient floors are cleaned thoroughly in accordance with the manufacturer's recommendations and buff dried by machine to bring the surfaces to sheen;

.4 all conditions set forth in the Contract Documents for Substantial Completion of the Work have been, and continue to be, fully satisfied;

.5 all conditions pertaining to the Work and required for the release of County's obligations (including, but not limited to, release of County's bond obligations) to Governmental Authorities (including, but not limited to, matters involving grading, flood control, public works, transportation and traffic) have been satisfied; and

.6 Contractor has delivered to County all Close-Out Documents.

1.1.73 **Final Completion Punch List.** "Final Completion Punch List" means the list of minor items of Work to be completed or corrected by Contractor for Final Completion.

1.1.74 **Final Payment.** "Final Payment" means payment by County to Contractor of the entire unpaid balance of the Contract Price due to Contractor following Final Completion.

1.1.75 **Force Majeure Event.** "Force Majeure Event" means, and is restricted to, any the following: (1) Acts of God occurring at the Site; (2) terrorism or other acts of a public enemy; (3) orders of Governmental Authorities (including, without limitation, unreasonable and unforeseeable Delay in the issuance of permits or approvals by Governmental Authorities that are required for the Work); (4) epidemics or quarantine restrictions; (5) strikes and other organized labor action occurring at the Site and the effects thereof on the Work to the extent such strikes and other organized labor action are beyond the control of Contractor and its Subcontractors, of every Tier, and to the extent the effects thereof cannot be avoided by use of replacement workers or implementation of a dual gate system of entry to the Site; or (6) unusual shortages in materials that are supported by documented proof that (a) Contractor made every effort to obtain such materials from all available sources, (b) such shortage is due to the fact that such materials are not physically available from single or multiple sources or could have been obtained only at exorbitant prices entirely inconsistent with current rates taking into account the quantities involved and the usual industry practices in obtaining such quantities, and (c) such shortages and the difficulties in obtaining alternate sources of materials could not have been known or anticipated as of the Bid Closing Deadline.

1.1.76 **Fragnet.** "Fragnet" means a contemporaneous, fragmentary scheduling network, which graphically identifies the sequencing of all critical and non-critical new activities and/or activity revisions affected by a Compensable Delay or Excusable Delay with logic ties to all affected existing activities noted on the Construction Schedule, that isolates and quantifies a time impact of a specific issue, determines and demonstrates any such specific Delay in relation to past and/or other current Delays and provides a method for incorporating all Contract Adjustments to the Contract Time into an update of the approved Construction Schedule.

1.1.77 **General Conditions.** "General Conditions" means the herein set forth general terms and conditions governing performance of the Work.

1.1.78 **General Requirements.** "General Requirements" means the portion of the Specifications so titled setting forth additional requirements for administration of the Work.

1.1.79 **Good Faith Determination.** "Good Faith Determination" means a determination made by the Assistant CEO/EDA or other authorized representative of County, which he/she believes in good faith to be a proper exercise of County's rights and to have a reasonable basis in fact, whether or not such determination is in fact proper, reasonable or correct or adjudged to be so.

1.1.80 **Governmental Authority.** "Governmental Authority" means the United States, the State of California, the County of Riverside (acting in its regulatory, rather than proprietary, capacity), the City in which the Project is located, any other local, regional, state or federal political subdivision, authority, agency, department, commission, board, bureau, court, judicial or quasi-judicial body, and any legislative or quasi-legislative body, or instrumentality of any of them, which exercises jurisdiction over the Project, Work, Site, Contractor or County, including, without limitation, any Governmental Authority having jurisdiction to review and approve or reject the Contract Documents or the Work based on compliance or non-compliance with Applicable Laws.

1.1.81 **Governmental Authority Review Period.** "Governmental Authority Review Period" means a period of time set forth in the Construction Schedule or Submittal Schedule for Governmental Authority review, and/or approval, of the Work.

1.1.82 **Guarantee To Repair Period.** "Guarantee To Repair Period" means the period of time set forth in Section 13.3, below, for repair or replacement of Defective Work.

1.1.83 **Hazardous Substance.** "Hazardous Substance" means either of the following: (1) any chemical, material or other substance defined as or included within the definition of "hazardous substances," "hazardous wastes," "extremely hazardous substances," "toxic substances," "toxic material," "restricted hazardous waste," "special waste," "contamination" or words of similar import under any Environmental Law, including, without limitation, the following: petroleum (including crude oil or any fraction thereof), asbestos, asbestos-containing materials, polychlorinated biphenyls ("PCBs") and PCB-containing materials, whether or not occurring naturally; or (2) any substance that because of its quantity, concentration or physical or chemical characteristics poses a significant present or potential hazard to human health and safety or to the environment, and which has been determined by any Governmental Authority to be a hazardous waste or hazardous substance.

1.1.84 **Holiday.** "Holiday" means a Day recognized by County as being a legal holiday for its staff and employees.

1.1.85 **Indemnitees.** "Indemnitees" means those persons or entities listed in Paragraph 3.18.1, below, as the "Indemnitees".

1.1.86 **Inspector of Record.** "Inspector of Record" means a person designated by the County to perform inspections on behalf of the County, who may be an employee or an independent consultant to County.

1.1.87 **Installation Subcontractor.** "Installation Subcontractor" means a Subcontractor who performs a portion of the Work that includes providing substantial, rather than minor and incidental, services for the installation of temporary or permanent materials, equipment or facilities at the Site.

1.1.88 **Instructions to Bidders.** "Instructions to Bidders" means the portion of the Bidding Documents setting forth the requirements to be followed by Bidders in preparing and submitting Bids.

1.1.89 **Intellectual Property Rights.** "Intellectual Property Rights" means all intellectual property rights, including, without limitation, patent, trademark, trade dress, copyright, industrial design rights, priority rights and trade secrets.

1.1.90 **Key Personnel, Key Persons.** "Key Personnel" and "Key Persons" mean those individuals employed by Contractor as described in Paragraph 3.8.1, below, and any replacements thereto approved by County, whose personal performance is deemed of the essence to the Construction Contract.

1.1.91 **Loss, Losses.** "Loss" and "Losses" mean any and all economic and non-economic losses, costs, liabilities, claims, damages, cost escalations, actions, judgments, settlements, expenses, fines, penalties and punitive damages including, without limitation, full and actual attorney's fees (including, without limitation, attorney's fees for trial and on appeal), expert and non-expert witness fees, arbitrator and arbitration fees, court costs (statutory and non-statutory), and mediation and mediator fees.

1.1.92 **Modification.** "Modification" means a document, other than a Change Order or Construction Change Directive, approved and signed by County and Contractor after execution of the Construction Contract, agreeing to alter, amend or modify the Contract Documents.

1.1.93 **Mold.** "Mold" means mold, mildew, spores or other microorganisms of any type, nature or description, or any by-product thereof, the presence of which poses an actual or potential threat to human health, including, without limitation, any species of organisms of the kingdoms of fungi or mycota, including yeasts, smuts, ruts, mildews, mold and mushrooms, or any microbial contamination, either airborne or surface, which arises out of or is related to the presence of fungi or spores (including, without limitation, aspergilius, cladosporium, penicillium and stachybortrys chartarum).

1.1.94 **Non-Collusion Declaration.** "Non-Collusion Declaration" means the form, so titled, required by California Public Contract Code §7106 and the Bidding Documents to be submitted by Bidder with its Bid.

1.1.95 **Notice Inviting Bids.** "Notice Inviting Bids" means the notice issued by or on behalf of County inviting submission of Bids for the Project.

1.1.96 **Notice Inviting Prequalification Statements.** "Notice Inviting Prequalification Statements" means the formal notice issued by County inviting contractors to participate in County's process for Prequalification of Bidders.

1.1.97 **Notice of Change.** "Notice of Change" means a formal written notice required to be submitted by Contractor pursuant to Paragraph 7.6.1, below, notifying County of circumstances that Contractor believes may give rise to a Contract Adjustment.

1.1.98 **Notice of Completion.** "Notice of Completion" means a "notice of completion" as defined in California Civil Code §9204.

1.1.99 **Notice of Delay.** "Notice of Delay" means a formal written notice prepared and submitted by Contractor pursuant to Paragraph 8.2.2, below, notifying County of circumstances that Contractor believes may give rise to a Contract Adjustment to the Contract Time for Excusable Delay or Compensable Delay or a Contract Adjustment to the Contract Price for Compensable Delay.

1.1.100 **Notice of Final Completion.** "Notice of Final Completion" means the written notice by County confirming the date of actual Final Completion.

1.1.101 **Notice of Intent to Award.** "Notice of Intent to Award" means the written notice by or on behalf of County stating County's intent to Award the Construction Contract.

1.1.102 **Notice of Substantial Completion.** "Notice of Substantial Completion" means the written notice by County confirming the date of actual Substantial Completion.

1.1.103 **Notice to Proceed.** "Notice to Proceed" means the written notice issued by County to Contractor to begin the Work.

1.1.104 **Payment Bond, Performance Bond.** "Payment Bond" and "Performance Bond" mean the surety bonds required to be provided by Contractor pursuant to Article 12, below.

1.1.105 **Plans.** "Plans" means the graphic and pictorial portions of the Contract Documents prepared by Architect or its Subconsultants showing the design, location and dimensions of the Work, including, without limitation, plans, elevations, details, schedules and diagrams. The term "Plans" is used interchangeably with "Drawings".

1.1.106 **Post-Award Submittals.** "Post-Award Submittals" means the documents described in the Bidding Documents that the apparent successful Bidder is required to submit after opening of Bids as a condition of Award.

1.1.107 **Pre-Bid Conference.** "Pre-Bid Conference" means the conference, specified in the Notice Inviting Bids as either mandatory or optional, held prior to the Bid Closing Deadline for the purpose of, without limitation, introducing the Bidders to the Project, and which conference may, or may not, include a review of the Site.

1.1.108 **Prequalification.** "Prequalification" means a process for Prequalification of contractors for bidding that is conducted by County pursuant to California Public Contract Code §20101 or as otherwise permitted by Applicable Laws.

1.1.109 **Prequalification Documents.** "Prequalification Documents" means the collection of documents issued to and submitted by individuals or entities pursuant to a Prequalification conducted by County.

1.1.110 **Prequalified Bidder.** "Prequalified Bidder" means a contractor that is prequalified as part of a Prequalification conducted by County pursuant to Public Contract Code §20101.

1.1.111 **Product Data.** "Product Data" means illustrations, standard schedules, charts, instructional brochures, diagrams and other information furnished by Contractor to illustrate a material, product or system for the Work.

1.1.112 **Progress Payment.** "Progress Payment" means a monthly payment of a portion of the Contract Price prior to Final Completion based on Contractor's progressed performance of the Work.

1.1.113 **Project.** "Project" means the improvements comprising, or necessary or appurtenant to the use of, the work of improvements described generally in the Bidding Documents, of which the Work may be the entirety of such improvements or only a part.

1.1.114 **Project Documents.** "Project Documents" means all writings (hard copy and electronic) in the possession of Contractor at the Site or elsewhere that relate in any way to the Project or Work.

1.1.115 **Project Team.** "Project Team" means County, Architect, County Consultants, Contractor, the Subcontractors, the Separate Contractors, Inspectors of Record and other firms or individuals retained by County, or retained by others with County's approval, participating in the planning, programming, design, construction or inspection of the Work.

1.1.116 **Reasonable Order of Magnitude Estimate.** "Reasonable Order of Magnitude Estimate" means a general estimate prepared by Contractor, or jointly by Contractor and County, without the benefit of complete or definitive pricing by Subcontractors, of the projected additional cost and time associated with Contractor's performance of a particular item or items of Extra Work or Deleted Work described in a Construction Change Directive. Unless otherwise agreed to in writing between County and Contractor, a Reasonable Order of Magnitude Estimate does not constitute either an authorization or agreement by County to any Contract Adjustment or a guarantee or promise by Contractor with respect to the amount of any Contract Adjustment that may be associated with a Compensable Change or Deleted Work.

1.1.117 **Record Documents.** "Record Documents" means the collection of documents assembled and prepared by Contractor (including, without limitation, the Record Drawings and Specifications) showing the condition of the Work as actually built.

1.1.118 **Record Drawings, Record Specifications.** "Record Drawings" and "Record Specifications" mean the Drawings and Specifications marked by Contractor to show the condition, location and placement of the Work as actually built, including, without limitation, the locations of mechanical, electrical, plumbing or similar portions of the Work that are depicted diagrammatically in the Drawings.

1.1.119 **Reference Documents.** "Reference Documents" means reports, studies, surveys and other information provided by County for Contractor's review and consideration in preparing its Bid, including, without limitation, information describing the Site (including surface or subsurface conditions), Existing Improvements or Hazardous Substances at the Site.

1.1.120 **Request for Extension.** "Request for Extension" means a formal written request submitted by Contractor pursuant to Paragraph 8.2.3, below, setting forth the justification and support for Contractor's request for a Contract Adjustment to the Contract Time.

1.1.121 **Request for Information.** "Request for Information" means a written request by Contractor for clarification of what it perceives to be a discrepancy in the Contract Documents (including, without limitation, information in the Contract Documents constituting a Design Discrepancy or a variance between the information in the Bidding Documents or Contract Documents and conditions at the Site or in Existing Improvements).

1.1.122 **Safety Program.** "Safety Program" means the formal, written program prepared by Contractor setting forth detailed procedures and precautionary measures for protecting persons and property from injury or damage.

1.1.123 **Samples.** "Samples" means physical examples that, when approved by County and Architect, illustrate materials, equipment or workmanship by which the Work is to be evaluated and judged as part of the Submittal process.

1.1.124 **Schedule of Values.** "Schedule of Values" means a detailed, itemized breakdown of the Contract Price, which provides for an allocation of the dollar values to each of the various parts of the Work.

1.1.125 **Self-Performed Work.** "Self-Performed Work" means Work related to a Compensable Change or Deleted Work that is performed or to be performed by Contractor's own laborers who are employed by Contractor, rather than by the employees of a Subcontractor, using materials and equipment purchased by Contractor directly from a supplier or manufacturer.

1.1.126 **Separate Contractor.** "Separate Contractor" means a contractor, subcontractor, supplier or vendor under contract directly to County to provide services, materials, labor, equipment or other work to the Project.

1.1.127 **Shop Drawing.** "Shop Drawing" means a drawing, diagram, schedule and other data specially prepared for the Work by Contractor or a Subcontractor to illustrate some portion of the Work.

1.1.128 **Site.** "Site" means: (1) the parcel of land owned by County on which the Project is to be constructed and such additional parcels as may be purchased by County for such construction; (2) all areas adjacent to such parcels that may be used by Contractor or the Subcontractors for staging, storage, parking or temporary offices; and (3) all land areas, both private and public, adjacent to such parcels on which Work is required to be performed under the Contract Documents, Applicable Laws or permits relating to the Project.

1.1.129 **Specifications.** "Specifications" means the portion of the Contract Documents consisting of the written requirements for materials, equipment, standards and workmanship for the Work and performance of related services.

1.1.130 **Standard of Performance.** "Standard of Performance" means the general standard governing Contractor's performance of its obligations under the Construction Contract and General Conditions as set forth in Section 2.2 of the Construction Contract.

1.1.131 **State Water Resources Control Board.** "State Water Resources Control Board" means the State Water Resources Control Board of the State of California.

1.1.132 **Storm Water Permit.** "Storm Water Permit" means any applicable storm water, urban runoff or statewide general NPDES permit issued by the State of California or the United States pursuant to the provisions of the Clean Water Act (Title 33U.S.C.§§1251 et seq.) and/or Porter Cologne Water Quality Control Act (California Water Code §§13000 et seq.) and including any related regulations issued by the State of California or the United States.

1.1.133 **Sub-Bidder.** "Sub-Bidder" means a person or entity that submits a bid to a Bidder for some portion of the Work that is to be performed by that person or entity acting as a first-Tier Subcontractor.

1.1.134 **Subcontractor.** "Subcontractor" means a person or entity that has a contract to perform a portion of the Work, including without limitation, subcontractors, sub-subcontractors, suppliers, equipment operators, manufacturers and vendors, of any and every Tier.

1.1.135 **Submittal.** "Submittal" means a Shop Drawing, Product Data, Sample, detailed design, exemplar, fabrication and installation drawing, list, graph, operating instruction or other document required to be submitted by Contractor under the Contract Documents.

1.1.136 **Submittal Schedule.** "Submittal Schedule" means the schedule prepared by Contractor showing the timing for submission and review of Submittals during construction.

1.1.137 **Substantial Completion, Substantially Complete.** "Substantial Completion" and "Substantially Complete" mean the point at which the following conditions have occurred with respect to the entire Work or a portion

of the Work designated by County in writing to be Substantially Completed prior to Substantial Completion of the entire Work:

.1 such Work is sufficiently and entirely complete in accordance with Contract Documents so that such Work can be fully enjoyed and beneficially occupied and utilized by County for its intended purpose (except for minor items which do not impair County's ability to so occupy and use such Work);

.2 all permits, approvals and certificates by Governmental Authorities, such as, but not necessarily limited to, a permanent or temporary certificate of occupancy required to occupy and use such Work have been issued free of any conditions that are the result of an act or omission of Contractor or a Subcontractor, of any Tier, constituting negligence, willful misconduct, a violation of an Applicable Law or a failure by Contractor or any Subcontractor, of any Tier, to comply with the Contract Documents; and

.3 all building systems included in such Work are operational as specified, all designated or required inspections and certifications by Governmental Authorities have been made and posted and instruction of County's personnel in the operation of the systems has been completed.

1.1.138 **Substantial Completion Punch List.** "Substantial Completion Punch List" means the list of items of Work to be completed or corrected by Contractor for Substantial Completion.

1.1.139 **Substitution.** "Substitution" means a material, product or item of material or equipment proposed by the Bidder or Contractor in place of that specified in the Bidding Documents or Contract Documents.

1.1.140 **Substitution Request Form.** "Substitution Request Form" means the form, so titled, that is included in the Bidding Documents for use by the Bidders when requesting a Substitution.

1.1.141 **Supplementary Conditions.** "Supplementary Conditions" means those portions of the Specifications that supplement, by addition, modification or deletion, a specific portion of the General Conditions.

1.1.142 **Surety.** "Surety" means Contractor's surety(ties) issuing the Bid Bond, Performance Bond or Payment Bond.

1.1.143 **Tier.** "Tier" means the contractual level of a Subcontractor with respect to Contractor. For example, a "first-tier" Subcontractor is under contract with Contractor. A sub-subcontractor under contract with a first-tier Subcontractor is in the "second tier," and so on. Use of the phrase "of every Tier", or similar phraseology, in the Contract Documents shall not be interpreted as implying that other provisions of the Contract Documents, where such phrase is not used, are intended to be limited in application to only the first Tier or to only certain other Tiers of Subcontractors.

1.1.144 **Time Impact Analysis.** "Time Impact Analysis" means a written report evaluating the impact of an Excusable or Compensable Delay, which shall include, at a minimum, the following: (1) a narrative description of the Delay and its impact on the critical path to achievement of a Substantial Completion or Final Completion of the Work or a portion of the Work designated by County within the Contract Time; (2) a Fragnet; (3) the number of Days of extension sought by Contractor as a Contract Adjustment to the Contract Time; (4) a computation of the Days of Compensable Delay multiplied times the liquidated damages payable to Contractor pursuant to Section 3.3 of the Construction Contract, if any, sought by Contractor; (5) a statement that Contractor has complied with the requirements of the General Conditions for written notice of Delays, along with the dates and copies of such notices; (6) the measures taken by Contractor and Subcontractors to prevent or minimize the Delay; and (7) Contractor's recommendations for reordering or re-sequencing the Work to avoid or minimize further Delay.

1.1.145 **Unexcused Delay.** "Unexcused Delay" means any Delay that is not a Compensable Delay or Excusable Delay or that constitutes a Compensable Delay or Excusable Delay for which Contractor is not entitled to a Contract Adjustment to the Contract Time, including, without limitation, the following: (1) Delay caused by an act or omission of Contractor or a Subcontractor, of any Tier, constituting negligence, willful misconduct, a violation of an Applicable Law or a failure by Contractor or any Subcontractor, of any Tier, to comply with the Contract Documents; (2) Delay for which Contractor has failed to provide a timely and complete Notice of Delay or Request for Extension;

or (3) Delay associated with any circumstances where the costs or risk associated with such circumstances are designated in the Contract Documents as being at Contractor's risk or Contractor's Own Expense.

1.1.146 **Unilateral Change Order.** "Unilateral Change Order" means a writing signed by County in accordance with Article 7, below, in which County unilaterally sets forth its Good Faith Determination of the undisputed portion of an otherwise disputed Contract Adjustment.

1.1.147 **Work.** "Work" means all labor, materials, equipment, services, permits, licenses, taxes and other things necessary for Contractor to perform its obligations under the Contract Documents, including, without limitation, any Changes requested by County, in accordance with the Contract Documents and all Applicable Laws. The Work may constitute the whole or a part of the Project.

1.1.148 **Worker's Compensation Certificate.** "Worker's Compensation Certificate" means the statement, completed by Bidder in the form included in the Instruction to Bidders, evidencing the Bidder's compliance with the worker's compensation insurance requirements of the Bidding Documents and Applicable Laws.

1.2 CORRELATION, INTERPRETATION AND INTENT OF CONTRACT DOCUMENTS

1.2.1 **Design Intent.** The intent of the Contract Documents is for Contractor to provide all items necessary to produce a work of improvement that is complete as a whole and that is, in all of its parts, suitable for use and occupancy for its intended purpose, including, without limitation, all equipment, casework, mechanical, electrical and similar devices of whatever nature, completely installed, hooked-up and made fully operational and functional.

1.2.2 **Complementary.** Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all. Any Work called for on the Drawings and not mentioned in the Specifications, or vice versa, shall be performed as though fully set forth in both.

1.2.3 **Technical Words.** Unless otherwise stated in the Contract Documents, technical words and abbreviations contained in the Contract Documents are used in accordance with commonly understood construction industry meanings and non-technical words and abbreviations are used in accordance with their commonly understood meanings.

1.2.4 **Trade Names.** It is not the intention of the Contract Documents to go into detailed descriptions of any materials or methods commonly known to the trade under a "trade name" or "trade term." The mere mention or notation of such "trade name" or "trade term" shall be considered a sufficient notice to the Contractor that it will be required to complete the Work so named with all its appurtenances according to first-class practices of the trade.

1.2.5 **Incidental Items.** The naming of any material or equipment shall mean furnishing and installing of same, including all incidental and accessory items thereto and labor therefor, in accordance with first-class practices of the trade involved, unless specifically noted otherwise.

1.2.6 **Drawing Dimensions.** Figured, derived or numerical dimensions on scale Drawings shall govern over Drawings without figured dimensions. The Drawings shall not be scaled to determine dimensions, and (except in the case of diagrammatic Drawings) dimensions shall be calculated from figures shown on the Drawings. Obvious discrepancies between scale and figured dimensions, not marked "not to scale," must be brought to the Architect's attention before proceeding with the Work affected by the discrepancy. Contractor shall carefully check and compare all portions of the Drawings and Specifications so as to correctly interpolate the intended dimensions for any portion of the Work that is not explicitly dimensioned in the Contract Documents.

1.2.7 **Drawings, Specifications.** In general, the Drawings will show dimensions, positions, and kind of construction and the Specifications will define materials, quality and standards. Work not particularly shown, detailed, marked or specified shall be the same as similar parts that are shown, detailed, marked or specified.

1.2.8 **Typical Work.** Work not particularly shown, detailed, marked or specified shall be the same as similar parts that are shown, detailed, marked or specified.

1.2.9 **Divisions of the Work.** All the Work mentioned or indicated in the Contract Documents shall be performed by Contractor as part of the Work unless specifically indicated in the Contract Documents to be done by others. The organization of the Specifications into divisions, sections and articles and the arrangement of the Drawings shall not control Contractor in dividing the Work among the Subcontractors or in establishing the extent of the Work to be performed by the Subcontractors.

1.2.10 **Applicable Laws.** Compliance with Applicable Laws shall be considered as a part of the Work.

1.2.11 **Interpretations of Laws**. In the event of a conflict between or among Applicable Laws governing performance of the Work, the more stringent shall govern. Contractor assumes, at Contractor's Own Expense, sole responsibility for, and the risk associated with, interpretations of Applicable Laws made by Contractor not predicated on written orders issued by Governmental Authorities that by their terms are applicable to the Project, including, without limitation, interpretations or assumptions made by Contractor based on decisions, orders or approvals (written or unwritten) issued by or on behalf of Governmental Authorities in connection with work on other projects or properties near or in the general vicinity of the Site.

1.2.12 **Modifiers.** The Contract Documents may omit modifying words such as "all" and "any," and articles such as "the" and "an." If a modifier or an article is not included in one statement and appears in another, it is not intended to affect the interpretation of either statement. The use of the word "including," when following any general statement, shall not be construed to limit such statement to specific items or matters set forth immediately following such word or to similar items or matters whether or not non-limiting language (such as "without limitation," "but not limited to," or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement.

1.2.13 **Singular, Gender, Captions.** When appropriate to the context, the use of the singular number shall be deemed to include the plural and vice versa. Each gender shall be deemed to include any other gender, and each shall include corporation, partnership, trust or other legal entity whenever the context so requires. The captions and headings of the various subdivisions of the Contract Documents are intended only as a matter of reference and convenience and in no way define, limit, or prescribe the scope or intent of the Contract Documents or any subdivision thereof.

1.2.14 **Cross-References.** Any cross-references indicated between various paragraphs or other portions of the Specifications, Drawings or other Contract Documents are provided for the convenience of Contractor and shall not be deemed to be all-inclusive.

1.2.15 **Diagrammatic Design.** Drawings and diagrams for mechanical, plumbing, electrical, fire sprinkler, fire alarm and low voltage Work shall be considered as diagrammatic only and shall not be used for any structural guidance or physical layout. Because such Drawings are diagrammatic, Contractor shall be responsible to provide any and all numbers and lengths of fittings, wire, conduit, connections, attachments or similar materials or devices needed to complete the Work, without Contract Adjustment, whether or not they exceed the numbers of pieces or the lengths indicated by such Drawings. Contractor is solely responsible to carefully plan and coordinate in advance, by means of coordination drawings prepared by Contractor or a Subcontractor, the installation of any Work shown diagrammatically and shall do so in such a manner as to make maximum use of the space available and anticipate and avoid wherever possible conflict and interferences among such portions of the Work and with other portions of the Work, including structural members.

1.2.16 **Demolition.** Existing Improvements at the Site of which no specific description is made in the Contract Documents, but which could be reasonably assumed to interfere with the satisfactory completion of the Work, shall be removed and disposed of by Contractor without Contract Adjustment. If Contractor is unsure whether a specific Existing Improvement at the Site which is not specifically described in the Contract Documents should be removed and disposed of, Contractor shall promptly ask the County whether such Existing Improvement is to be removed or remain in place, and shall comply with any directive given in response.

1.2.17 **Omissions.** Items missing from the Contract Documents shall nevertheless be provided by the Contractor, without Contract Adjustment, to the extent reasonably inferable from the Contract Documents as being necessary to satisfy the Design Intent.

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1.2.18 **Conflicts.** Notwithstanding the provisions of Paragraph 1.2.19, below, in the event of conflict between any of the Contract Documents, the provision placing a more stringent requirement or greater burden on the Contractor or requiring the greater quantity or higher quality material or workmanship shall prevail, unless otherwise directed by the County in writing.

1.2.19 **Order of Precedence.** Conflicts that cannot be resolved in accordance with the rules of interpretation set forth elsewhere in this Section 1.2, shall be interpreted in accordance with the following order of precedence (the first being the highest order of precedence):

.1 Applicable Laws (provided, however, and notwithstanding Subparagraph 1.2.19.10, below, where the Contract Documents or manufacturer's recommendations or specifications require standards higher than those of Applicable Laws, the Contract Documents or manufacturer's recommendations or specifications shall control);

.2 Change Orders, Unilateral Change Orders and Construction Change Directives;

.3 Addenda;

.4 Construction Contract;

.5 Supplementary Conditions;

.6 General Conditions;

.7 General Requirements;

.8 Specifications;

.9 Drawings, subject to the following: (1) large scale plans and details take precedence over small scale Drawings in all cases; (2) full scale Drawings have precedence over both large and small scale Drawings in all cases; (3) detailed Plans and/or Drawings shall have precedence over general Plans and/or Drawings; (4) architectural and structural Drawings take precedence over electrical and mechanical Drawings in regard to location and arrangement of fixtures, outlets, and equipment; and (5) electrical and mechanical Drawings take precedence in describing and specifying equipment and in describing the diagrammatic requirements;

.10 standard and reference specifications which include industry norms, such as, but not limited to, ANSI and ASTM; and

.11 Reference Documents.

1.2.20 **Conditions Precedent.** Wording used in the Contract Documents indicating that a right of the Contractor or an obligation of the County is subject to or conditioned upon the occurrence of a condition or event, whether or not such condition or event is within the control of Contractor, County or others and whether or not such condition or event is expressly stated to be a "condition precedent", shall be understood and interpreted to mean that the stated condition or event is a condition precedent to the existence, arising, performance and exercise of such right or obligation.

1.3 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

1.3.1 **Property of County.** Subject to the provisions of Paragraph 2.4.4, below, all Design Documents, Contract Documents and Project Documents that are prepared by Contractor or a Subcontractor, of any Tier, for use in connection with the Project, including any designs, building designs or other depictions underlying or shown in them, and the Intellectual Property Rights thereto, shall be deemed the sole and exclusive property of County and ownership thereof is irrevocably vested in County, whether the Project is executed or not.

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1.3.2 **Assignment of Rights.** Contractor shall, without further consideration, obtain any and all Intellectual Property Rights in the Project Documents and Design Documents prepared by Contractor or any Subcontractor, of any Tier, for use in connection with the Project, including any designs, building designs or other depictions underlying or shown in them, free and clear of any liens or other encumbrances, claims or rights of third parties, transfer such rights, if necessary in writing, to County and cooperate with County in securing and registering such rights, such that County shall own all Intellectual Property Rights and any other tangible and/or intangible property rights associated therewith. Such transfer and assignment will be effective for the entire duration of the copyrights and include, but are not be limited to, all rights in related plans, specifications, documentation, derivative works and moral rights.

1.3.3 **Contractor's Warranty.** Contractor represents and warrants that the Project Documents and Design Documents prepared by Contractor or any Subcontractor for use on the Project, and the use of such Project Documents in the ordinary course, are free of any claim of infringement or any other violation of any Intellectual Property Right or other right of any third party.

1.3.4 **Non-Exclusive License.** Without derogation of County's rights under this Section 1.3, Contractor and Subcontractors, of every Tier, are granted a limited, non-exclusive license, revocable at will of County, to use and reproduce applicable portions of the Design Documents, Contract Documents and Project Documents as appropriate to and for use in the execution of the Work and for no other purpose.

1.3.5 **Reproduction.** Contractor shall do all reproduction and distribution of such reproducible prints of Contract Documents and Design Documents as are necessary for the complete pricing and performance of the Work, including, without limitation, all Changes. The costs of such reproduction shall be at Contractor's Own Expense.

1.3.6 **Delivery to County.** All Design Documents and Contract Documents (including originals and copies), and one (1) copy of all other Project Documents, in the possession of Contractor or Subcontractors shall be delivered to County upon the earlier of Final Completion of the Work or termination of the Construction Contract; provided, however, that Contractor shall have the right to retain one (1) copy of the Contract Documents and Submittals as a permanent record.

1.3.7 **Subcontractors.** Contractor shall take all necessary steps to ensure that a provision is included in all contracts with Subcontractors, of every Tier, who perform Work on the Project protecting and preserving County's rights as set forth in this Section 1.3.

ARTICLE 2
COUNTY RIGHTS AND OBLIGATIONS

2.1 INFORMATION, APPROVALS AND SERVICES REQUIRED OF COUNTY

2.1.1 **Legal Descriptions.** County shall furnish, within a reasonable time after written request by Contractor, a legal description of the Site and information describing legal limitations affecting the Site that are recorded with applicable Governmental Authorities, such as, but not limited to, easements.

2.1.2 **Permits and Fees.** County shall secure and pay for only those permits and fees which are expressly stated to be the responsibility of County under the Contract Documents. County shall pay for all hook-up fees (not including "tap fees", which are the responsibility of Contractor pursuant to Paragraph 3.14.3, below) in order to establish a new account with a utility provider.

2.1.3 **County Approvals.** Information, approvals and decisions required of County or a County Consultant for which a County Review Period or County Review Date is included in the Construction Schedule that is approved by County shall be provided in accordance with the Construction Schedule. If a County Review Period or County Review Date is not set forth in the Construction Schedule approved by County, then such information, approvals and decisions shall be provided upon written request by Contractor without unreasonable Delay. Notwithstanding the foregoing, failure by County, Architect or a County Consultant to provide any information, approvals or decisions shall not be considered as a basis for Contract Adjustment to the Contract Time unless and until, and in calculating a Contract Adjustment any Delay or extension of the Contract Time resulting from a late-issuance of such information, approval or decision shall not commence until after:

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.1 in the case of information, approval or decision for which there is a County-approved County Review Period or County Review Date in the County-approved Construction Schedule, seven (7) Days have passed since the County and the individual from whom such information, approval or decision is sought have received from Contractor a written notice containing all the following:

(1) a detailed description of the information, approval or decision required;

(2) a statement that the County Review Period or County Review Date has expired or passed; and

(3) a statement, prominently displayed, that: "PURSUANT TO PARAGRAPH 2.1.3 OF THE GENERAL CONDITIONS, THE FAILURE TO PROVIDE THE REQUESTED INFORMATION, APPROVAL OR DECISION WITHIN 7 CALENDAR DAYS FROM THIS NOTICE MAY RESULT IN A REQUEST FOR A CONTRACT ADJUSTMENT"; or

.2 in the case of information, approval or decision for which there is no County Review Period or County Review Date set forth in the County-approved Construction Schedule, thirty (30) Days have passed since the County and the individual from whom such information, approval or decision is sought have received from Contractor a written notice that includes the statements set forth Clauses (1) and (2) of Subparagraph 2.1.3.1, above, and that includes a statement, prominently displayed, that: "PURSUANT TO PARAGRAPH 2.1.3 OF THE GENERAL CONDITIONS, THE FAILURE TO PROVIDE THE REQUESTED INFORMATION, APPROVAL OR DECISION WITHIN 30 CALENDAR DAYS FROM THIS NOTICE MAY RESULT IN A REQUEST FOR A CONTRACT ADJUSTMENT".

2.1.4 **Approvals.** Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of County, Architect or any other Project Team member, or by tests, inspections or approvals required or performed by persons other than the Contractor.

2.1.5 **Non-Specified Items.** County reserves the right to approve materials and sources of supply of materials that are not specified in the Contract Documents and that are used for the performance of the Work.

2.2 COUNTY'S RIGHT TO STOP THE WORK

If Contractor fails to correct Defective Work as required by Section 13.2 of these General Conditions, fails to perform the Work in accordance with the Contract Documents or violates any Applicable Law, County may immediately order Contractor to stop the Work, or any portion thereof, until the cause for such direction has been eliminated by Contractor. Contractor shall immediately comply with such notice at Contractor's Own Expense. Nothing stated herein or elsewhere in the Contract Documents shall be interpreted as placing upon County a duty or responsibility to Contractor or any other party to exercise its right to stop the Work.

2.3 COUNTY'S RIGHT TO CARRY OUT THE WORK

If Contractor fails to carry out the Work in accordance with the Contract Documents, fails to provide sufficient labor, materials, equipment, tools and services to maintain the Construction Schedule, or otherwise fails to comply with any requirement of the Contract Documents, and fails to cure such failure in the manner required by Subparagraph 15.1.1.4, below, County may correct such failure. In such case, County shall be entitled to recover from Contractor or deduct from payments then or thereafter due Contractor for any Loss resulting from such failure, including compensation for the additional services and expenses of County, County Consultants and others whose services are reasonably required and made necessary thereby. If payments then or thereafter due Contractor are not sufficient to cover such amounts, Contractor shall promptly pay the amount of the shortfall to County.

2.4 ACCOUNTING, RECORDS AND AUDIT

2.4.1 **Accounting System.** Contractor shall exercise such controls as may be necessary for proper financial management of the Work. Such accounting and control systems shall comply with prevailing custom and practice for similar projects, be satisfactory to County and shall include preservation of the books and records

described in Paragraph 2.4.2, below, subject to Contractor's obligations under Paragraph 1.3.6, above, for a period of ten (10) years after Final Completion of the Work, or for such longer period as may be required by Applicable Laws.

2.4.2 **Books and Records.** Contractor shall keep, and shall require provisions to be included in all contracts entered into by Subcontractors, of every Tier, requiring the Subcontractors, of every Tier, to keep, full and detailed books, records, information, materials and data, of every kind and character (hard copy, as well as computer readable data if it exists) that have any bearing on or pertain to any matters, rights, duties or obligations relating to the Project, Work or Construction Contract, including, without limitation, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, change orders, change order requests, estimates, field orders, construction change directives, schedules, requests for information, diaries, logs, reports, shop drawings, samples, exemplars, drawings, specifications, invoices, delivery tickets, receipts, vouchers, cancelled checks, memoranda, accounting records; job cost reports, job cost files (including complete documentation of negotiated settlements), backcharges, general ledgers; documentation of cash and trade discounts earned, insurance rebates and dividends, and other documents relating in any way to any claims, charges or time extensions asserted by Contractor or any of the Subcontractors, of any Tier, or relating to any credits, rebates or discounts owing to County.

2.4.3 **Inspection and Copying.** Contractor shall allow, and shall require provisions to be included in all contracts entered into by Subcontractors, of every Tier, allowing, County and the auditor for the State of California (and the authorized representative(s), auditors, attorneys and accountants of each) upon twenty-four (24) hours notice to Contractor, full access to inspect and copy all its aforestated books and records at a location within the Southern California area. Such right of audit may be exercised by either County or the auditory for the State of California as often as reasonably necessary to verify Contractor's continuing compliance with the Contract Documents.

2.4.4 **Confidential Information.** Nothing stated in this Section 2.4 or elsewhere in the Contract Documents shall be interpreted as a waiver by Contractor or any Subcontractor of any rights of privilege or confidentiality that are provided for by Applicable Law nor as authorizing the inspection of books and records that contain information concerning estimating means or methods that is not, in whole or part, relevant to a charge or demand being asserted by Contractor or a Subcontractor involving Extra Work, Deleted Work, Delay or a Claim.

2.4.5 **Withholding of Payment.** In addition to and without limitation upon County's other rights and remedies for breach, including any rights of County to withhold payment that are set forth elsewhere in the Contract Documents, County shall have the right, exercised in its sole discretion, to withhold from any payment due to Contractor under an Application for Payment a sum of up to ten percent (10%) of the total amount set forth in such Application for Payment until Contractor and the Subcontractors have complied with any outstanding and unsatisfied obligation under this Section 2.4. Upon compliance with this Section 2.4, any such monies withheld shall be released to Contractor.

2.4.6 **Specific Performance.** Contractor agrees that any failure to provide access to books and records as required by this Section 2.4 will result in irreparable harm and prejudice to County and shall, without the necessity of posting of any bond or undertaking, be specifically enforceable by means of a mandatory injunctive order (temporary, preliminary, provisional or otherwise) issued by a court of competent jurisdiction, which order the County and Contractor hereby consent to being issued based upon affidavits and without the necessity of oral testimony.

2.5 COUNTY FURNISHED MATERIALS

2.5.1 **Supply by County.** County shall have the right to furnish materials, products or equipment directly for processing and incorporation by Contractor in lieu of Contractor providing materials, products or equipment specified in the Contract Documents to be provided by Contractor as part of the Work.

2.5.2 **Deleted Work.** If the materials, products or equipment provided by County pursuant to Paragraph 2.5.1, above, then a Change Order shall be executed deleting such materials, products or equipment from the Work along with a Contract Adjustment reducing the Contract Price in the manner provided for in Article 7, below, applicable to Contract Adjustments for Deleted Work.

2.5.3 **Delivery Deadlines.** Without limitation to Contractor's obligations under Article 8, below, upon receipt of written instruction by County of its intent to provide materials, products or equipment pursuant to this

Section 2.6, Contractor shall notify County promptly in writing of any deadlines within which such materials, products or equipment must be received at the Site in order to avoid Delay.

2.5.4 **Delivery to Site.** Contractor shall, upon their delivery to the Site, properly receive and unload materials, products or equipment furnished by County pursuant to this Section 2.5.

2.5.5 **Care, Custody and Control.** Contractor assumes full and unconditional responsibility for care, custody and control of the materials, products or equipment that are furnished by County pursuant to this Section 2.5, whether or not they have been accepted by County, and assumes sole responsibility for any subsequent loss, injury or damage thereto occurring prior to Final Completion.

2.5.6 **Notice of Deficiencies.** Contractor shall carefully inspect any materials, products or equipment furnished by County pursuant to this Section 2.5 and immediately notify County of any defect or deficiency in such materials, products or equipment or any nonconformity in such materials, products or equipment with the requirements of the Contract Documents or with the requirements of the other documentation provided to Contractor setting forth the conditions of County's purchase. Contractor shall not accept any materials, products or equipment furnished by County with respect to which Contractor has provided such notice of defect, deficiency or non-conformity unless and until instructed to do so in writing by County.

2.5.7 **Incorporation in Work.** Contractor shall, as part of the Work and without Contract Adjustment, provide any and all processing, fabrication, cutting, shaping, fitting, assembly and installation of materials, products or equipment furnished by County pursuant to this Section 2.5 in full compliance with the requirements of the Contract Documents and the manufacturer's instructions and recommendations.

2.6 COUNTY INSTALLED ITEMS

Contractor shall notify County, a reasonable time in advance, of the Contractor's scheduled dates for installation of items that are specified in the Contract Documents to be placed on, attached to or incorporated into the Work by County or Separate Contractors. In the event that Contractor fails to do so or if due to Unexcused Delay the County is unable after such notice by Contractor to so place, affix or incorporate such items, then Contractor shall be responsible, in addition to any amounts due to County for liquidated damages, to reimburse County for costs of storage or rental of temporary replacement items until such time as the Work is in a condition suitable for such items to be placed, affixed or incorporated.

2.7 COUNTY'S ADDITIONAL RIGHTS

The rights stated in this Article 2 are in addition to and not in limitation of any other rights of County granted elsewhere in the Contract Documents or under Applicable Laws.

ARTICLE 3
CONTRACTOR PERFORMANCE

3.1 CONTRACTOR STATUS

3.1.1 **Independent Contractor.** Contractor is, and shall at all times be deemed to be, an independent contractor and is wholly responsible for the performance of the obligations required of it by the terms of the Contract Documents.

3.1.2 **Agents, Employees.** Contractor wholly assumes responsibility for the acts and omissions of its agents and employees and the agents and employees of each Subcontractor, of every Tier, as they relate to the Work. Contractor, its agents and employees, shall not be entitled to any rights or privileges of County's employees and nothing contained in the Contract Documents and no course of conduct shall be construed as creating the relationship of employer and employee, or principal and agent, between County and any agent or employee of Contractor or any Subcontractor. County shall have the right, but not the obligation, to monitor the employment and other activities of Contractor and the Subcontractors to determine compliance with the terms of the Contract Documents.

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3.1.3 **Licenses.** Contractor and the Subcontractors, of every Tier, shall maintain, such contracting, professional and business licenses as may be required by Applicable Laws for the duration of time that Contractor is performing the Work under the Contract Documents, including the period of any warranty provided covering all or any portion of the Work.

3.1.4 **Subcontractors.** Contractor is responsible to County for acts and omissions of the Subcontractors and their agents and employees and other persons performing portions of the Work under a contract with a Subcontractor, of any Tier.

3.1.5 **Design Services.** Contractor shall provide professional services if such services are expressly, or by reasonable implication, required by the Contract Documents for a portion of the Work or are required in order for Contractor to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Professional design services or certifications so required of Contractor shall be furnished by design professionals exercising the highest standard of care and utilizing designs and engineering that comply with all systems, materials or equipment, performance and design criteria set forth in the Contract Documents. Certification by a properly licensed design professional, including such professional's signature and seal, shall appear on all drawings, calculations, specifications, certifications and other documents prepared by such professional. Submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted. County, Architect and County Consultants shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

3.2 REVIEW OF DOCUMENTS, SITE AND EXISTING IMPROVEMENTS

3.2.1 **Contractor's Duty of Review.** Contractor's submission of its Bid and execution of the Construction Contract constitutes its representation, acknowledgement and agreement that it had sufficient time, access and opportunity prior to the Bid Closing Deadline to conduct a careful and thorough examination, to its satisfaction, of:

.1 the Bidding Documents, Contract Documents, Reference Documents and other information provided by County to Contractor prior to the Bid Closing Deadline concerning the Project, Site or Existing Improvements;

.2 the visible conditions at the Site and its surroundings, visible conditions of Existing Improvements and their existing uses by County or the public, routes of ingress and egress, and local conditions in the vicinity of the Site (including, without limitation, sources and availability of labor, materials and equipment);

.3 the status of any construction at the Site concurrently under construction; and

.4 all information concerning visible and concealed conditions above and below the surface of the ground at the Site and in Existing Improvements (including, without limitation, surveys, reports, data, as-built drawings of Existing Improvements and utility sources, capacities and locations) that was either (1) provided by County to Contractor or other Bidders (including, but not limited to, the Bidding Documents and Reference Documents) or (2) reasonably available to Contractor for review in the public records of the County of Riverside or the City in which the Project is located.

3.2.2 **Contract Adjustments.**

.1 **Differing Site Conditions.** Except as otherwise provided in Subparagraph 3.2.3, below, the Contractor's right to a Contract Adjustment in the event Contractor encounters conditions at the Site or in Existing Improvements that vary from those indicated by the Contract Documents or other information that was either reviewed by Contractor or that Contractor was given the opportunity to review prior to the Bid Closing Deadline shall be governed exclusively by Paragraph 4.3.8, below, pertaining to Differing Site Conditions.

.2 **Design Discrepancies.** Except as otherwise provided in Subparagraph 3.2.3, below, and subject to the Contractor's compliance with the other provisions of the Contract Documents governing the Contractor's right to a Contract Adjustment (including, without limitation, Article 7 and Article 8, below), Contractor shall be entitled to a Contract Adjustment due to Design Discrepancies, subject to the following conditions and limitations:

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(1) Compensable Change. There shall be no Contract Adjustment to the Contract Price for Extra Work that the Contractor is required to perform as a result of a Design Discrepancy unless all of the following conditions have been met prior to Contractor or any Subcontractor performing any portion of the Work involving or affected by such Design Discrepancy:

(a) the circumstances giving rise to such Extra Work conform to all of the requirements of Subparagraph 1.1.29.2 through Subparagraph 1.1.29.4, above, applicable to Compensable Changes;

(b) Contractor has submitted to County and Architect a Request for Information in compliance with Paragraph 3.2.5, below, seeking clarification of such Design Discrepancy;

(c) Contractor has submitted to County a timely and complete Notice of Change in accordance with Article 7, below, describing such Extra Work in detail;

(d) Contractor has received a Construction Change Directive signed by County in accordance with Article 7, below, directing that Contractor perform the portion of the Work in question; and

(e) unless otherwise provided in such Construction Change Directive, Contractor has submitted to County a Change Order Request in accordance with the requirements of Article 7, below, setting forth the particulars of its request for Contract Adjustment on account of such Extra Work.

(2) Compensable Delay. There shall be no Contract Adjustment to the Contract Price or Contract Time for Delay as a result of a Design Discrepancy unless all of the following conditions have been met prior to Contractor or any Subcontractor performing any portion of the Work involving or affected by such Design Discrepancy:

(a) if the Delay is the result, in whole or in part, of Extra Work, all of the requirements of Subparagraph 3.2.2.2 (1), (a) through (e), above, have been met;

(b) the circumstances giving rise to such Delay conform to all of the requirements of Subparagraph 1.1.30.2 and Subparagraph 1.1.30.3, above, applicable to Compensable Delay; and

(c) Contractor has submitted to County a timely and complete Notice of Delay and a timely and complete Request for Extension in accordance with Article 8, below, setting forth the particulars of its request for Contract Adjustment on account of such Compensable Delay.

(3) Differing Site Conditions. The Contractor's right to a Contract Adjustment as a result of variances between (a) the Contract Documents or other documents or information described in Paragraph 3.2.1, above, that, prior to the Bid Closing Deadline was either reviewed by Contractor or was available to Contractor for review prior to the Bid Closing Deadline and (b) conditions at the Site or in Existing Improvements shall, notwithstanding the fact that the circumstances asserted by Contractor as a basis for such Contract Adjustment may involve, relate to or arise out of a Design Discrepancy, be governed by the provisions of the Contract Documents setting forth the Contractor's right to Contract Adjustments on the grounds of Differing Site Conditions.

3.2.3 WAIVER BY CONTRACTOR.

CONTRACTOR AGREES THAT IT SHALL NOT BE ENTITLED TO, AND HEREBY CONCLUSIVELY WAIVES, ANY RIGHT TO CONTRACT ADJUSTMENT, AS WELL AS THE RIGHT TO ANY OTHER OR FURTHER RECOURSE OR RIGHT OF RECOVERY FROM COUNTY, ON ACCOUNT OF LOSSES OR DELAYS THAT ARE A RESULT OF EITHER A DIFFERING SITE CONDITION OR A DESIGN DISCREPANCY, IF PRIOR TO THE BID CLOSING DEADLINE SUCH DIFFERING SITE CONDITION OR DESIGN DISCREPANCY WAS:

(1) DISCOVERED BY CONTRACTOR AND CONTRACTOR, NOTWITHSTANDING SUCH DISCOVERY, FAILED TO REPORT SUCH DIFFERING SITE CONDITION OR DESIGN DISCREPANCY TO COUNTY IN WRITING PRIOR TO THE BID CLOSING DEADLINE;

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(2) ALTHOUGH NOT ACTUALLY DISCOVERED BY CONTRACTOR PRIOR TO THE BID CLOSING DEADLINE WAS REASONABLY DISCOVERABLE BY CONTRACTOR UNDER THE STANDARD OF PERFORMANCE SPECIFIED IN THE CONSTRUCTION CONTRACT, INCLUDING, WITHOUT LIMITATION, A DIFFERING SITE CONDITION OR DESIGN DISCREPANCY THAT WAS OVERLOOKED BY CONTRACTOR DUE TO A FAILURE BY CONTRACTOR TO FULLY FAMILIARIZE ITSELF PRIOR TO THE BID CLOSING DEADLINE WITH ANY OF THE DOCUMENTS, INFORMATION OR CONDITIONS REFERRED TO IN PARAGRAPH 3.2.1, ABOVE.

3.2.4 **Continuing Obligation.** In addition and without limitation to Contractor's obligations under Paragraph 3.2.1, above, or elsewhere in the Contract Documents, Contractor shall have the continuing obligation until Final Completion to promptly report to County, by means of submission by Contractor of a Request for Information that complies with the requirements of Paragraph 3.2.5, below, any and all of the following:

.1 information contained in the Bidding Documents, Contract Documents, Reference Documents or other documentation that was either reviewed by Contractor or that Contractor was given the opportunity to review prior to the Bid Closing Deadline, as well as any visible conditions at the Site, in Existing Improvements or in the vicinity of the Project, that Contractor knows, or in the exercise by Contractor of its duties under the Standard of Performance should have known, may render a portion of the Work in any respect, wholly or partially, unsuitable or incomplete to meet the requirements of the Contract Documents, the Design Intent or Applicable Laws, and

.2 conditions in the Work that constitute Defective Work or that cause or are likely to cause any other portion of the Work to be Defective Work.

Without limitation to County's other rights under the Contract Documents, any portion of the Work, Existing Improvements or the work of Separate Contractors or County's own forces requiring replacement, repair or correction due to a failure by Contractor or any Subcontractor, of any Tier, to comply with its continuing obligation under this Paragraph 3.2.4 shall be promptly replaced, repaired or corrected to County's satisfaction, at Contractor's Own Expense.

3.2.5 **Requests for Information.**

.1 Time for Submittal. Requests for Information shall be submitted no later than three (3) Days after the date Contractor learns of the circumstances giving rise to the question contained in the Request for Information. Requests for Information shall be submitted by or through the Contractor and not directly by Subcontractors.

.2 Content. Each Request for Information shall, in addition to the Contractor's specific question or request, include the following:

(1) a detailed description of the circumstances giving rise to the Contractor's request or question, including, without limitation, any related Design Discrepancy;

(2) Contractor's request for clarification, including, without limitation, any request for further detailing or correction of the Contract Documents; and

(3) a statement of whether Contractor believes it is entitled to a Contract Adjustment by reason of the circumstances described.

.3 Form. Contractor shall submit Requests for Information using forms provided or approved by County.

.4 Unnecessary, Multiple Requests. Contractor shall carefully review, coordinate and consolidate (where appropriate to prevent piecemeal submission) Requests for Information (whether originating with Contractor or the Subcontractors) prior to submitting them in order to eliminate unnecessary or duplicative requests.

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.5 **Responses.** Responses to Requests for Information shall be furnished with reasonable promptness so as to not unreasonably Delay progress of the Work; provided, however, that the timing of a response by the Architect, County or a County Consultant to a Request for Information shall not constitute grounds for a Contract Adjustment unless Contractor has complied with the requirements set forth in this Paragraph 3.2.5 and, if applicable, Paragraph 2.1.3, above.

.6 **Back Charges by County.** County shall have the right to deduct from payments due to Contractor sums expended by County for the services of the Architect, Inspectors of Record or County Consultants due to a failure by Contractor to comply with this Paragraph 3.2.5.

.7 **WAIVER BY CONTRACTOR.**

FAILURE BY CONTRACTOR TO SUBMIT A REQUEST FOR INFORMATION IN ACCORDANCE WITH AND UNDER CIRCUMSTANCES IN WHICH A REQUEST FOR INFORMATION WAS REQUIRED BY THIS PARAGRAPH 3.2.5 SHALL RESULT IN CONTRACTOR WAIVING ITS RIGHT TO A CONTRACT ADJUSTMENT ON ACCOUNT OF ANY LOSS OR DELAY THAT COULD HAVE BEEN AVOIDED IF SUCH REQUEST FOR INFORMATION HAD BEEN PROPERLY PREPARED AND TIMELY SUBMITTED.

3.2.6 **Correction of Work.** Contractor shall, at Contractor's Own Expense, correct or replace in accordance with the direction of County any portion of the Work that is performed by Contractor or a Subcontractor knowing that it involves, or that Contractor or Subcontractor in the exercise of reasonable care and diligence should have known involves, a portion of the Contract Documents that contains an error, omission, conflict, ambiguity, lack of coordination or noncompliance with Applicable Laws, without first notifying and obtaining the written approval of County and Architect.

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

3.3.1 **General Obligation.** Contractor shall provide competent, fully qualified personnel to supervise, administer, manage and direct the Work, competently and efficiently, at all times devoting their best skill and attention to perform the Work in accordance with the Contract Documents.

3.3.2 **Supervisory Staff.** Contractor shall employ a competent project manager, superintendent, scheduler, forepersons and necessary assistants during performance of the Work. Contractor's superintendent and forepersons shall be present at the Site at all times that the Work is in progress and at any time that any employee of Contractor or a Subcontractor is present at the Site. Contractor's project manager and superintendent shall, unless excused from attendance by the County, attend all job meetings. Contractor's project manager and superintendent must be able to fluently read and write in English. Contractor's superintendent shall not perform the Work of any trade, pick up materials, or perform any Work not directly related to the supervision of the Work and shall be available twenty-four (24) hours a Day, seven (7) Days a week, to respond to emergencies.

3.3.3 **County Supplementary Personnel.** Without limitation upon any of the rights or remedies of the County under the Contract Documents or under Applicable Laws, in the event that Contractor fails to have personnel on Site to supervise the Work, the County shall have the right, but not the obligation, upon twenty-four (24) hours' telephonic or email notice by the County to Contractor, to provide such supervision on a temporary basis and to deduct from the sums owing to Contractor the actual costs of such temporary supervision. Contractor shall, notwithstanding the County's providing such temporary supervision, remain solely responsible for all actions and omissions of its personnel and of the Subcontractors.

3.3.4 **Means, Methods, Procedures.** Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and coordinating all portions of the Work, unless the Contract Documents specify other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, Contractor shall nonetheless be fully and solely responsible for the adequacy and safe implementation of such means, methods, techniques, sequences or procedures. If Contractor believes that such specified means, methods, techniques, sequences or procedures may not be safe or adequate, Contractor shall give written notice to County and Architect and shall not proceed with that portion of the Work without further written instruction from County or Architect. In response to such notice, County may order Contractor to improve the character or increase the efficiency

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of the means, methods, techniques, sequences or procedures employed, and Contractor shall conform to such order; but the failure of County to order such improvement or increase of efficiency will neither relieve Contractor from its sole responsibility for safety at the Site nor relieve Contractor from its obligation to perform the Work in accordance with the Contract Documents and Applicable Laws.

3.4 **LABOR, MATERIALS AND EQUIPMENT**

3.4.1 **Costs of Work.** Contractor shall provide and pay for labor, materials, tools, equipment, machinery, water, heat, utilities, transportation, facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether incorporated or to be incorporated into the Work.

3.4.2 **Coordination.** Contractor shall provide supervision sufficient to ensure proper coordination for the timely and efficient performance and completion of the Work.

3.4.3 **Field Conditions.** Before commencing the Work or any activities on the Site, Contractor shall take field measurements and verify field conditions and carefully compare such field measurements and conditions with the information in the Contract Documents and other information obtained by or available to Contractor.

3.4.4 **Layout.** Contractor is solely responsible for (1) the accurate layout of all portions of the Work, (2) the accuracy of the Project lines and levels, (3) erection of the Work square, plumb, level, true to line and grade, in the exact plane, and to the correct elevation and (4) sloping of surfaces to drain as indicated by the Contract Documents, or, if not indicated, as needed to provide for adequate drainage.

3.4.5 **Materials, Equipment**

.1 **Delivery, Storage, Inventory.** Materials and equipment shall be: (1) furnished in ample quantities and at such times as to ensure uninterrupted progress of the Work; and (2) if located on the Site, properly stored and protected as reasonable and necessary, or as directed by County, to prevent Loss from any foreseeable cause, including, without limitation, theft. In the event that County gives direction as to the location for storage or protection of materials or equipment on the Site, Contractor shall nonetheless remain solely responsible for its safe and secure storage and protection. No part of any such stored materials and equipment shall be removed from its place of storage except for immediate installation in the Work. Contractor shall keep an accurate inventory of all such stored materials and/or equipment in a manner satisfactory to County.

.2 **Purchases.** Contractor shall place orders for materials and/or equipment as specified so that delivery of same may be made without Delay to the Work. Contractor shall, upon request from County, furnish to County documentary evidence showing that orders have been placed. County reserves the right in the event Contractor fails, within three (3) Days after receipt of written notice by County to Contractor to comply with the requirements of this Subparagraph 3.4.5.2, to comply with the requirements of this Subparagraph 3.4.5.2, to deduct the costs paid or payable by County associated with such purchases from payments otherwise owing to Contractor. Contractor shall, if requested by County, accept assignment of any such contracts entered into by County without a Contract Adjustment.

.3 **Title.** No material, supplies or equipment for the Work shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by seller or supplier. Contractor warrants good title to all material, supplies and equipment installed or incorporated in the Work and agrees upon Final Completion to deliver the Work, including the premises, land, improvements and appurtenances on or to which the Work is placed, located or affixed, to County free from any claims, liens, or charges. Contractor further agrees that neither it nor any person, firm, or corporation furnishing any materials or labor for any of the Work shall have any right of lien upon the Site, or any Existing Improvement or appurtenance thereon, except that (1) nothing stated in this Subparagraph 3.4.5.3 shall be interpreted as a waiver by Contractor or any Subcontractor of its right under Applicable Laws to serve a stop payment notice for Work that is not paid for by County as required under the terms of the Contract Documents; and (2) Contractor may install metering devices or other equipment of utility companies or political subdivisions, title to which may be retained by such utility company or political subdivision, provided that in the event of installation of any such metering device or utility equipment, Contractor shall advise County as to the owner, and the precise location, thereof.

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.4 **Substitutions.** No substitution of materials, equipment, articles, processes or other items of the Work required under the Contract Documents will be made without written approval of County, which approval may be granted or denied in the sole and absolute discretion of County. With respect to any such substitution made or requested by Contractor, neither the occurrence of a substitution made or requested by Contractor nor the approval or disapproval by County of a substitution that is made in accordance with this Subparagraph 3.4.5.4 shall give rise to any right of Contractor to a Contract Adjustment. Contractor shall, notwithstanding County's or Architect's approval, remain solely responsible for the sufficiency and suitability of all substitutions requested by Contractor and approved, or otherwise made, by Contractor.

.5 **Parts List.** Contractor will provide a printed parts list for all items which might be subject to replacement and for which parts lists are either expressly required by the Contract Documents or customarily provided according to usual commercial practices.

.6 **Manuals.** As part of its obligation for submission of Record Documents, four (4) hard copies and one (1) electronic version of operations and maintenance manuals shall be prepared and transmitted by Contractor to County prior to and as a condition of Final Completion. Final Payment will not be due until County has received all such manuals and all other manuals covering the Work that are either required to be provided by the terms of the Contract Documents or if not required are customarily provided according to usual commercial practices applicable to the portion of Work involved. Operating instructions will be included within the equipment manuals and will state all information necessary for County to operate, use, maintain and service the equipment fully and efficiently.

.7 **Start Up.** Contractor will be responsible for start-up of all systems and equipment purchased as part of the Work and has included sufficient amounts in its Bid to cover contingencies arising out of the start-up of such systems and equipment. Contractor will comply fully with each manufacturer's specifications and instructions. Systems and equipment specified to be furnished with manufacturer's supervision of start-up will be placed in operation only under such supervision.

3.5 CONTRACTOR'S WARRANTY

3.5.1 **General Warranty.** In addition to other warranties and guarantees required by the Contract Documents, Contractor shall, and hereby does, warrant and guarantee that: (1) the Work will conform to the requirements of Contract Documents, including, without limitation, any performance standards that are part thereof; (2) all Work for which there is not a specific requirement, criteria, specification or standard set forth in the Contract Documents will conform to the Standard of Performance; (3) all labor, equipment, materials and other items of Work will be when installed new and free of liens, claims and security interests; (4) without limitation to the other requirements of this warranty, all labor, installation and workmanship will be performed in a good and workmanlike manner; and (5) all labor, materials, equipment, services and work shall be free of defects for a period of one (1) year after Final Completion. If required by County, Contractor shall furnish satisfactory evidence as to the kind and quality of services, labor, installation, materials and equipment used. Manufactured items installed in the Work, unless otherwise specifically stated in the Contract Documents, are to be installed in strict accordance with manufacturer's current printed instructions.

3.5.2 **Repair, Replacement.** Without limitation upon the County's other rights or remedies under the Contract Documents or Applicable Laws, any and all Work that, for reasons other than (1) ordinary wear and tear or (2) abuse or neglect by persons or entities other than the Contractor or the Subcontractors, is not in conformance with the warranties or guarantees required by the Contract Documents or Applicable Laws shall be repaired or replaced, together with the repair or replacement of any other Work, Existing Improvements or the work of the Separate Contractors, the County's own forces or others, which may be removed, displaced or damaged in so doing. The Contractor shall notify the County in writing upon completion of such repair or replacement. In the event of failure by the Contractor to commence and pursue with diligence said replacement or repair within ten (10) Days after being notified by the County, the County is hereby authorized to proceed with such replacement and repair as the County deems necessary and expedient and to charge such costs to Contractor at Contractor's Own Expense.

3.5.3 **Not a Limitation.** The warranties stated in this Section 3.5 are in addition to any other warranties or guarantees that are required under any other provision of the Contract Documents or Applicable Laws. Nothing stated in this Section 3.5 shall be interpreted as a limitation upon the County's rights under any warranties or

guarantees provided for under any other provision of the Contract Documents or under Applicable Laws that afford the County greater rights than the rights afforded to County under this Section 3.5.

3.5.4 **Assignment.** Contractor does hereby unconditionally and irrevocably assign to County all warranties and guarantees issued or made by any Subcontractor, of any Tier (including, without limitation, any manufacturer, supplier and distributor) in connection with the Work. Such assignment shall not relieve Contractor of, or otherwise limit, any of its obligations contained in the Contract Documents, including, without limitation, the general responsibility and liability of Contractor for a breach by a Subcontractor (including, without limitation, any manufacturer, supplier and distributor, of any Tier) of a warranty or guarantee given by such Subcontractor in connection with the Work.

3.5.5 **Close-Out.** Unless sooner requested by County, Contractor shall furnish to County, as part of the Close-Out Documents and as a condition to Final Payment, all written guarantees or warranties that are required by the terms of the Contract Documents. All such guarantees and warranties shall be: (1) in writing; (2) indexed and bound; (3) accompanied by such certifications and instruction materials as may be required by the Contract Documents; and (4) issued to County or assignable by their terms, and in fact assigned, to County.

3.6 TAXES

3.6.1 **Payment by Contractor.** Contractor shall pay, at Contractor's Own Expense, all local, state and federal taxes, including, without limitation, all sales, consumer, business license, use and similar taxes on materials, labor or other items furnished for the Work or portions thereof provided by Contractor or the Subcontractors, of all Tier, all taxes arising out of its operations under the Contract Documents and all benefits, insurance, taxes and contributions for social security and unemployment insurance which are measured by wages, salaries or other remuneration paid to Contractor's employees. If under federal excise tax law any transaction hereunder constitutes a sale on which a federal excise tax is imposed, and the sale is exempt from such excise tax because it is a sale to a state or local government, then County, upon request, will execute documents necessary to show: (1) that County is a political subdivision of the State for the purposes of such exemption; and (2) that the sale is for the exclusive use of County. No excise tax for such materials shall be included in any price (including, without limitation, the Bid) submitted by Contractor for the Work or for Changes in the Work.

3.6.2 **Tax Exempt Projects.** If applicable to the Project, Contractor shall comply with Applicable Laws concerning tax-exempt construction projects.

3.6.3 **Records of Taxes.** Contractor and the Subcontractors shall keep sufficient records to verify the amount of sales and use taxes paid. Copies shall be submitted with each monthly Application for Payment. Failure to keep or submit such records, resulting in the inability of County to claim a refund for taxes for such materials, shall render Contractor liable to County for the amount of such tax refund.

3.7 PERMITS, FEES AND LEGAL NOTICES

3.7.1 **Permits.** Contractor shall obtain and pay for all permits and approvals that are not stated in the Contract Documents to be the responsibility of the County. Such permits and approvals that are the responsibility of the Contractor may include local building or land use permits, California Department of Fish and Game Streambed Alteration Agreements (Section 1600 et seq.), California Department of Fish and Game collection permits, U.S. Army Corps of Engineers 404 fill and dredge authorization, Clean Water Act Section 401 authorization (managed by the local California Regional Water Quality Control Boards) land owner agreements, or other regulatory permits or approvals required for the implementation of the Project. All permits, licenses and certificates obtained by Contractor shall be delivered to County prior and as a condition to Final Completion and Contractor's right to Final Payment.

3.7.2 **Applicable Laws, Notices.** Contractor shall comply with, and give notices required by, Applicable Laws bearing on performance of the Work.

3.7.3 **Bonds, Undertakings.** Contractor shall, without Contract Adjustment, procure and obtain all bonds required of the County or the Contractor by the municipality in which the Project is located or by any other public or private body with jurisdiction over the Project. In connection with such bonds, the Contractor shall prepare all applications, supply all necessary back-up material and furnish the surety with any required personal undertakings. The Contractor shall also obtain and pay, without Contract Adjustment, all charges for all approvals for street closings,

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parking meter removal and other similar matters as may be necessary or appropriate from time to time for the performance of the Work.

3.7.4 **Notice of Violations.** Contractor shall immediately notify County in writing of any instruction received from County, or any other Project Team member that, if implemented, would cause a violation of any Applicable Law.

3.7.5 **Governmental Authority Approvals.** Where the Contract Documents state, or Applicable Laws require, that materials, processes or procedures must be approved by a Governmental Authority, Contractor shall be responsible for satisfying the requirements and obtaining the approval of such Governmental Authority.

3.8 CONTRACTOR'S PERSONNEL

3.8.1 **Key Persons.** Contractor's employees acting as project manager, scheduler and superintendent constitute Key Persons. Individuals acting as Key Persons who are not already identified in Contractor's Post-Award Submittals shall be identified in writing to County prior to commencement of the Work.

3.8.2 **Background Check.** Contractor shall perform, prior to commencing Work on the Site, a thorough background check of each of the Key Persons and shall not, without prior written approval of County, employ any person to act as a Key Person if such background check, or other information known to Contractor, discloses a felony conviction or other matter which casts any reasonable doubt on the competency, reliability or honesty of such person.

3.8.3 **Project Manager.** The Key Person acting as project manager shall be deemed to have full authority to contractually bind Contractor, including, without limitation, the authority to bind Contractor to the terms of Contract Adjustments.

3.8.4 **Transfer.** Contractor's Key Personnel are deemed of essence to the Construction Contract. No Key Person shall, for so long as he/she is employed by Contractor, be transferred to any other project nor any of his/her responsibilities reassigned at any time during performance of the Work without the prior written approval of County, which approval may be granted or withheld in County's sole and absolute discretion.

3.8.5 **Removal.** County shall have the right, at any time, to direct the removal and replacement of any Key Person if his/her performance is determined by County, in its sole and absolute discretion, to be unsatisfactory.

3.8.6 **Replacement.** Any individual proposed by Contractor as a replacement for a Key Person must be approved in advance by County, such approval not to be unreasonably withheld, after submission by Contractor to County of complete information concerning such individual's experience and qualifications.

3.8.7 **Communications.** Important communications by Key Persons shall be confirmed in writing by Contractor. Other communications by Key Persons shall be confirmed on written request in each case.

3.8.8 **Contact Information.** Contractor shall provide to County, prior to the start of the Work, telephone numbers where Key Persons can be reached 24-hours a day, 7 Days a week.

3.8.9 **Signatures.** Prior to commencing the Work, Contractor shall submit to County a facsimile of the signatures of the Key Person acting as project manager, as well as any other representatives of Contractor with authority to sign on behalf of and contractually bind Contractor.

3.8.10 **Exclusion from Site.** Contractor shall at all times maintain good discipline and order at the Site among its employees and the employees of the Subcontractors. Any person in the employ of Contractor or any of the Subcontractors, of any Tier, whom County deems, in its sole and absolute discretion, incompetent, unfit, intemperate, troublesome or otherwise undesirable shall be excluded from the Site and shall not again be employed on the Site except with written approval of County.

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3.9 CONTRACTOR'S CONSTRUCTION SCHEDULE

3.9.1 **Preparation.** Within twenty-one (21) Days after issuance by County of the Notice of Intent to Award, the Contractor shall prepare and submit a Construction Schedule for the Work, both in hard copy and electronically, for the County's approval. The Construction Schedule shall in all respects conform to and be consistent with the time requirements for the Project set forth in the Construction Contract.

3.9.2 **Format.** The Construction Schedule shall be in the form of a critical path progress schedule that shows, in graphic form, a plan for performance of the Work within the Contract Time. It shall be prepared, using Primavera P3, as a time-scaled bar chart showing: (1) continuous flow from left to right and activities and milestones that are critical to Substantial Completion and Final Completion of the Work; (2) identification of "float"; and (3) a clearly highlighted critical path. Durations and specific calendar days shall be clearly and legibly shown for the early and late start and finish of each activity. With the exception of County Review Periods and Governmental Authority Review Periods, any activity with more than fifteen (15) Days in duration will be segmented into fifteen (15) Day increments. No more than ten percent (10%) of the activities shall be shown as critical. Techniques or methods designed to suppress depiction of available float are strictly prohibited.

3.9.3 **Detail.** Activities shown in the Construction Schedule shall be in sufficient detail to demonstrate a practical plan to complete the design, engineering, fabrication and construction within the Contract Time and shall, at a minimum, include the following:

.1 the start and finish date of each activity;

.2 the anticipated percent of completion at the end of each month;

.3 the weighted labor value expressed as a percentage of the total labor cost of the Work for each activity;

.4 the final manpower curves by trade;

.5 the anticipated purchase and delivery of major materials and equipment;

.6 the County's occupancy requirements;

.7 receipt and incorporation of materials, products or equipment to be furnished by County (if any);

.8 County Review Periods and County Review Dates that are acceptable to and approved by County;

.9 Governmental Authority Review Periods; and

.10 the activities identified as being on the critical path to Substantial Completion and Final Completion of the Work.

3.9.4 **Updates.** Throughout the performance of the Work, weekly updates shall be delivered, in hard copy and, if required by County, in an electronic form satisfactory to County. In addition, Contractor shall regularly prepare and submit to County short term, three (3) week "look-ahead" schedules generated from the Construction Schedule approved by County. Except to the extent permitted by Contract Adjustment to the Contract Time approved by County in a duly executed Change Order or Unilateral Change Order, in no event shall the Contractor's updates or "look ahead" schedules alter the dates for Substantial Completion or Final Completion set forth in the Construction Schedule approved by County.

3.9.5 **Governing Schedule.** The governing schedule for the Work shall be the updated Construction Schedule approved by the County. Unless otherwise directed in a writing signed by County, no other schedule shall

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be used or relied upon by the Contractor or its Subcontractors in planning or performing the Work or in connection with any request for a Contract Adjustment to the Contract Time.

3.9.6 **Submittal Schedule.** Within twenty-one (21) Days after the receipt by the Contractor of the Notice of Intent to Award, the Contractor shall prepare and submit, in accordance with the Contract Documents, a Submittal Schedule for the County's approval. The Submittal Schedule shall be coordinated with the Construction Schedule and allow time for review of the Submittals as may be required by the Contract Documents, or if none is required, a reasonable time for such review. Contractor shall keep the Submittal Schedule current and updated in the same manner as required for updating of the Construction Schedule.

3.9.7 **Schedule Responsibility.** Contractor is and shall remain solely responsible, notwithstanding the County's review or approval thereof, for the accuracy, suitability and feasibility of all schedules it prepares for the Project, including, without limitation, the Construction Schedule, Submittal Schedule, "look ahead" schedules, recovery schedules and any updates thereof.

3.9.8 **Condition of Payment.** Compliance by Contractor with the requirements of this Section 3.9 and the other provisions of the Contract Documents pertaining to preparing, submitting, revising and updating the Construction Schedule and Submittal Schedule is a condition to County's obligation to make payment to Contractor. Recognizing that scheduling is a continuing, cumulative and recurring obligation, failure by County or to assert a right to withhold payment under this Paragraph 3.9.8 due to a noncompliance by Contractor with its schedule obligations shall not waive or diminish the County's right to withhold or disapprove of future payments on account of such prior, or any other past or future, noncompliance of the same or similar nature.

3.9.9 **Scheduling by County.** Without limitation to County's other rights under the Contract Documents, if Contractor fails after written notice by County to perform any part of its obligations relating to scheduling, County shall have the right, but not the obligation, to retain one or more schedule consultants to perform, in whole or in part, the Contractor's obligations or supplement the scheduling services provided by Contractor and to reimburse County for the costs of such consultant services by withholding such costs from payments to Contractor.

3.10 DOCUMENTS AT SITE, REPORTING, MEETINGS

3.10.1 Documents at Site

.1 Contract Documents, Submittals. Contractor shall at all times while performing Work at the Site maintain, in good order, at the Site: (1) one legible set of the permitted Contract Documents; (2) one legible copy of the current version of the other Contract Documents; (3) one legible and current version of approved Shop Drawings, Product Data, Samples and other Submittals; (4) one approved Storm Water Pollution Prevention Plan (SWPPP); and (5) one copy of all reports prepared pursuant to the Mitigation, Monitoring, and Reporting Program (MMRP) requirements of the California Environmental Quality Act.

.2 Record Documents. Contractor shall maintain Record Drawings and Specifications in a satisfactory record condition by posting, on a weekly basis (or, in the case of building or site mechanical, electrical, plumbing or fire sprinkler systems, as soon thereafter as is reasonable and practical), thoroughly and neatly, on the Drawings and Specifications all Changes to the Work and the location of the Work, including, without limitation, the location of portions of the Work shown diagrammatically, as occurs in the actual construction of the Work. The Record Drawings and Specifications and other Record Documents shall be prepared or converted, if requested by County, to electronic form (such as, AutoCAD, Adobe Acrobat or other software satisfactory to County). All Record Drawings and Specifications and other Record Documents shall be deemed the sole property of County and, at the earlier of Final Completion or termination of the Construction Contract, shall be turned over to County. At the time they are so turned over to County, they shall be manually signed by Contractor's superintendent certifying that, to the best of his/her knowledge, they are true and accurate and that the indications thereon represent the actual condition of the Work.

.3 Availability for Review. Copies or originals of all documents required to be maintained by Contractor at the Site or required to be submitted to County or the Architect shall be available at all times at the Site while Work is being performed for review by County, Inspector of Record, Architect and Governmental Authorities.

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.4 **Condition of Payment.** Compliance by Contractor with the requirements of this Paragraph 3.10.1 shall be deemed a condition to Contractor's right to payment upon its Applications for Payment.

3.10.2 **Daily Reports.**

.1 **Delivery.** At the end of each Day that Contractor performs the Work on the Site, Contractor shall submit a daily report to County (on the form provided or approved by County) together with applicable delivery tickets for all labor, materials and equipment furnished that Day. If requested by County, daily reports shall be delivered electronically.

.2 **Content.** Daily Reports shall include the following information:

(1) Labor - The names of the workers, and for each such worker his/her classification and hours worked.

(2) Material - A list of the different materials used and for each different material the quantity used.

(3) Equipment - The type of equipment, size, identification number, and hours of operation, including loading and transportation, if applicable.

(4) Inspection and Testing Activities – A list of inspections performed by name of inspector and testing company and the type of inspection, items of the Work involved and a description of the outcome of such inspection or test.

(5) Visitors, Guests, Dignitaries – A list of visitors and guests by name, title, company and purpose of visit.

(6) Areas of the Work – A statement of the areas of the Site on which the Work was performed and a detailed description of the stage, status and progress of the Work in each such area at the beginning and end of the Day.

(7) Accidents, Delays, Defective Work – A description in detail of any injuries to the workers, accidents or delays that occurred or Defective Work that was encountered.

(8) Other Services and Expenditures – A description of other services and expenditures in such detail as County may require.

.3 **Payment.** Timely and complete submission of daily reports by Contractor shall be a condition to Contractor's right to payment under the Construction Contract.

3.10.3 **Progress Meetings.** Contractor shall attend all progress meetings at the Site, at which meetings progress of the Work shall be reported in detail with reference to the then-current updated Construction Schedule approved by the County. Progress meetings shall be held weekly, or at such other time or frequency as County, in its sole and absolute discretion, deems necessary. A representative of each Subcontractor then actively performing Work, or immediately scheduled to become active, shall have a competent and knowledgeable representative present at such progress meeting to report on the condition of the Work of such Subcontractor and to receive relevant information. Meeting notes shall be taken by the County or Architect and distributed to all meeting attendees and all other affected parties.

3.10.4 **Notice Requirements.** Under no circumstances shall information contained in Contractor's daily job reports, monthly reports or job meeting minutes relieve Contractor of its obligations to comply with, serve as a substitute for, nor constitute a waiver by County of its right to insist upon, Contractor's compliance with the provisions of the Contract Documents relative to timely and complete notice to County of Changes, Delays, Claims or other matters for which written notice is required by the Contract Documents.

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3.10.5 **Availability for Review.** Copies or originals of all Record Documents, daily reports, job meeting minutes and other documents required to be maintained or actually maintained by Contractor at the Site or required to be submitted to County or Architect shall be available at the Site for review by County, Architect, Inspectors of Record, County Consultants and Governmental Authorities.

3.11 **SUBMITTALS**

3.11.1 **Not Contract Documents.** Shop Drawings, Product Data, Samples and other Submittals are not Contract Documents. Their purpose is to demonstrate for those portions of the Work for which Submittals are required the way Contractor proposes to conform the Work to the designs and other information in the Contract Documents.

3.11.2 **Coordination with Others.** Contractor shall cooperate in the coordination of Contractor's Shop Drawings, Product Data, Samples and other Submittals with related documents submitted by the Separate Contractors.

3.11.3 **Submission by Contractor.**

.1 Submission. All Shop Drawings, Product Data, Samples and other Submittals required by the Contract Documents shall be submitted to Architect for its review and approval, with a copy to County and to such of County's Consultants or Separate Contractors as County may direct in writing. Informational submittals (i.e., Submittals upon which no responsive action is expected) shall be limited to those Submittals so identified in the Contract Documents. Submittals made by Contractor which are not required by the Contract Documents may be returned without action.

.2 Contractor Approval. The Contractor shall review, stamp "approved" and submit Contractor's Shop Drawings, Product Data, Samples and other Submittals to the Architect, in accordance with the latest Submittal Schedule approved by the County. The Contractor's approval and submission of Submittals constitutes a representation that the Contractor has determined or verified materials and field measurements and conditions related thereto, and that it has checked and coordinated the information contained within such Submittals with the requirements of the Contract Documents and with the Submittals for related Work. Submittals without evidence thereon of the Contractor's approval shall be returned, without further consideration, for resubmission in accordance with these requirements.

.3 Transmittal. All Submittals shall be accompanied by an accurately completed transmittal in the form required by County. With respect to Submittals of documents, the transmittal shall give a list of the numbers of the sheets submitted. All sheets shall be marked with the name of the Project and the name of Contractor shall be numbered consecutively and referenced to the sheets or paragraphs of the Drawings and Specifications affected. A separate transmittal form shall be used for each specific item or class of material or equipment for which a Submittal is required. Transmission of Submittals of various items using a single transmittal form will be permitted only when the items taken together constitute a manufacturer's "package" or are so functionally related that expediency dictates review of the group or package as a whole. Any Submittal not accompanied by such transmittal form, or where all applicable items on the form are not completed, may be returned for re-submittal without review.

.4 Timing. Submittals shall be provided within the time frame specified in the Contract Documents, in accordance with the Construction Schedule and Submittal Schedule and at a time sufficiently early to allow review of the same by the Architect without causing Delay to construction progress. Contractor will be responsible to pay, at Contractor's Own Expense, additional services fees and costs incurred by County to the Architect, Inspectors of Record and County Consultants in order to expedite review of Submittals which are not submitted in a timely fashion.

.5 Content. Submittals shall consist of the appropriate combination of catalog sheets, material lists, manufacturer's brochures, technical bulletins, specifications, diagrams and product samples, necessary to describe a system, product or item. Submittals shall show in detail the size, sections and dimensions of all members, the arrangement and construction of all connections, joints and other pertinent details, and all holes, straps and other fittings for attaching the Work. When required by the Architect or the Contract Documents, engineering computations shall be submitted.

.6 **Professional Certifications.** When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, Architect shall be entitled to rely upon the accuracy and completeness of such calculations and certifications.

.7 **Multiple Submittals.** Except where the preparation of a Submittal is dependent upon the approval of a prior Submittal, all Submittals pertaining to the same class or portion of the Work shall be submitted simultaneously.

.8 **Notation of Revisions.** Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or other Submittals, to revisions other than those requested and approved by Architect on previous Submittals.

.9 **Duplicates.** Contractor shall be responsible for delivering duplicates of Submittals to all other persons whose work or services are dependent thereon.

3.11.4 **Review of Submittals.** Review of Submittals by Architect, County or County Consultants is subject to the limitations of Paragraph 4.2.6, below. Contractor shall, notwithstanding any review or approval thereof by County, Architect or a County Consultant, be solely responsible for the content of all Submittals. Without limitation to the foregoing, deviations in Submittals from requirements of the Contract Documents shall remain the sole responsibility of Contractor unless Contractor has specifically informed Architect in writing of such deviation at the time of submission of the Submittal and Architect has given specific written approval thereof.

3.11.5 **Contract Adjustments.** Subject to Contractor's rights and obligations under Article 7, below, revisions indicated on Shop Drawings, Product Data, Samples or other Submittals shall not be considered as a basis for Contract Adjustments.

3.11.6 **Compliance with Contract.** Contractor shall perform no portion of the Work requiring submittal and review of Shop Drawings, Product Data, Samples or other Submittals until the respective Submittal has been returned by the Architect with an indication that it has been reviewed and that the Work addressed by the Submittal may proceed. Such Work shall be in accordance with such Submittals, unless such Submittal indicates that there are corrections to be made. If corrections are indicated to be made then the Work shall be in accordance with the re-submitted and corrected Submittal that is reviewed and returned to the Contractor by the Architect.

3.12 **USE OF SITE**

3.12.1 **Staging Area.** Contractor will be assigned staging space on or adjacent to the Site, and all field offices, materials and equipment shall be kept within this area. Unless otherwise required by the Contract Documents, Contractor shall be responsible for restoring such areas and surrounding areas to the condition they were in prior to Contractor's commencement of the Work.

3.12.2 **Existing Improvements.** During the installation of the Work, Contractor shall ensure that Existing Improvements are adequately protected. Upon Final Completion of the Work, all Existing Improvements not required by the Contract Documents to be demolished as part of the Work that have been damaged by the actions or inactions of Contractor or its Subcontractors shall be restored to the condition they were in prior to Contractor's commencement of the Work.

3.12.3 **Operations at Site.** Contractor shall confine its activity, access and parking at the Site to areas permitted by Applicable Laws and County and shall not unreasonably encumber the Site with materials or equipment. Contractor acknowledges that it is experienced in performing construction within limited and confined areas and spaces such as those that are anticipated to exist on this Project and agrees to assume responsibility, without a Contract Adjustment, to take all special measures (including, without limitation, those related to protection, storage, staging and deliveries) as may be necessary to adapt its performance to the constraints of the Site.

3.12.4 **Coordination.** Contractor shall coordinate Contractor's operations with, and secure the approval of, County before using any portion of the Site.

3.12.5 **Unauthorized Use.** Personnel of Contractor and the Subcontractors shall not occupy, live upon or otherwise make use of the Site during any time that the Work is not being performed at the Site, except as otherwise approved by County.

3.12.6 **Site Security.** Contractor is responsible for the security of the Site and all of the Work, as well as the work of the Separate Contractors or County's own forces that occurs on the Site. Fences, barricades and other perimeter security shall be maintained in good condition and secured with locking devices. Damage to fences, barricades or other perimeter security, regardless of the cause, shall be repaired immediately at Contractor's Own Expense. Graffiti and unauthorized postings shall be removed or painted over so as to maintain a clean and neat appearance. Mobile equipment and operable machinery shall be kept locked or otherwise made inoperable whenever left unattended.

3.12.7 **Persons on Site.** Contractor shall not allow any person, other than the workers on the Project, authorized representatives of a union, or other individuals authorized by County, to come upon any portion of the Site where the Work is being performed. Only authorized personnel will be permitted on the Site. Contractor shall at all times maintain good discipline and order among its employees and the employees of the Subcontractors. Any person in the employ of Contractor or of any Subcontractors whom County may deem, in its sole and absolute discretion, incompetent, unfit, intemperate, troublesome or otherwise undesirable shall be excluded from the Site and shall not again be employed on the Site except with written approval of County and all Losses to Contractor or County associated therewith shall be borne by Contractor at Contractor's Own Expense.

3.12.8 **County Uses and Activities.** Contractor shall, prior to performing the Work at an operating or occupied County facility, become informed and take into specific account the uses by County and others of the Site and Existing Improvements, including, without limitation, business operations, public uses, employee uses, visitor uses, planned functions and ceremonies, and coordinate its planning, staging, scheduling, barricading and other performance of the Work so as to cause the minimum amount of interference or disturbance, whether before or after operating hours.

3.12.9 **Dust, Fumes, Noise.** Contractor shall take preventive measures to minimize, and eliminate wherever reasonably possible, generation of dust, fumes and noise.

3.12.10 **Confinement of Operations.** Contractor shall confine apparatus, the storage of materials and the operations of the workers to limits indicated by Contract Documents or as otherwise directed by County in writing.

3.12.11 **Prohibited Substances.** Contractor shall not permit (1) the possession or use of alcohol or controlled substances on the Site or (2) smoking in other than designated smoking areas approved by County.

3.12.12 **Survey Markers.** Contractor shall not disturb or cover any survey markers, monuments or other devices marking property boundaries or corners. If such markers are covered they shall be uncovered and if disturbed they shall be replaced by Contractor by means of the services of a licensed land surveyor. The costs of such uncovering and replacement shall be at Contractor's Own Expense.

3.12.13 **Drainage, Erosion.** Contractor is responsible for and shall make corrections to changes in patterns of surface water drainage resulting from, and related erosion control made necessary by, the performance of the Work.

3.12.14 **Trenches.** As required by California Labor Code §6705, if the Contract Price exceeds Twenty-Five Thousand Dollars ($25,000) and involves the excavation of any trench or trenches five (5) feet or more in depth, Contractor shall, in advance of commencing excavation, submit to County a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the Shoring Systems Standards established by the Construction Safety Orders of the California Division of Industrial Safety, the plan shall be prepared by a registered civil or structural engineer, employed by Contractor at Contractor's Own Expense. Nothing in this Paragraph 3.12.14 shall be deemed to allow the use of a system less effective than that required by such Construction Safety Orders. No excavation of such trench or trenches shall be commenced until such plan has been approved by County and Architect. Nothing in this Paragraph 3.12.14 shall be construed to impose any liability, including, without limitation, any tort liability, upon the County or upon any of its officers, agents, representatives or employees.

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3.13 CUTTING AND PATCHING

Contractor shall be responsible for all cutting, fitting or patching required to complete the Work and to make its parts fit together properly both among themselves and with any Existing Improvements and the work of the Separate Contractors and of County's own forces. In all cases, cutting shall be performed under the supervision of competent mechanics skilled in the applicable trade and openings shall be cut as small as possible to prevent unnecessary damage. Contractor shall not damage or endanger a portion of the Work, Existing Improvements or fully or partially completed construction of County's own forces or of the Separate Contractors by cutting, patching, excavating or otherwise altering such construction. Contractor shall not cut or otherwise alter such Existing Improvements or construction by Separate Contractors or by County's own forces except with the written consent of such Separate Contractors or County, which consent shall not be unreasonably withheld, delayed or conditioned. When asked, Contractor shall not unreasonably withhold from the Separate Contractors or County the Contractor's consent to Separate Contractors' or County's own forces' cutting or other alteration of the Work as required to complete the work of the Separate Contractors or County's own forces.

3.14 UTILITIES AND SANITARY FACILITIES

3.14.1 **Contractor Responsibility.** Except as otherwise required by California Government Code §4215, Contractor shall contact all relevant utility providers and arrange for obtaining all available information, concerning location of subsurface utility lines. Prior to commencement of any digging, Contractor shall make its own investigation, including exploratory excavations, to determine the locations and type of Work which could result in damage to such utilities. In accordance with California Government Code §§4216 et seq., except in an emergency, Contractor shall contact the appropriate regional notification center at least two (2) the working days, but not more than fourteen (14) Days, prior to commencing any excavation, if the excavation will be conducted in an area which is known, or reasonably should be known, to contain sub-service installations, and shall obtain an inquiry identification number from the regional notification center. Contractor shall not assume, unless actual observed surface conditions at the Site indicate otherwise, that utilities are located in the same location as indicated on the as-built records or other information obtained by Contractor. Contractor shall conduct potholing in advance of digging in any areas where there are not apparent surface conditions at the Site indicating the actual location of underground utilities and be at all times vigilant in watching for any conditions encountered, above or below the surface of the ground, that might indicate that underground utilities are at locations other than those indicated by the as-built records or other information obtained by Contractor. Contractor shall perform its digging operations in a slow and meticulous manner so as to avoid wherever reasonably possible damaging existing underground utilities. Contractor shall, at Contractor's Own Expense, make good any Loss to County or others as a result of Contractor's failure to perform any of its obligations under this Paragraph 3.14.1. Nothing stated in this Paragraph 3.14.1 shall be interpreted as requiring Contractor to do subsurface exploration or potholing for the purpose of locating subsurface utilities at the Site prior to the Bid Closing Deadline or as precluding the Contractor from receiving a Contract Adjustment for unknown subsurface utilities constituting Differing Site Conditions that are encountered in the course of performing the Site investigation or potholing required by this Paragraph 3.14.1.

3.14.2 **County Responsibility.** If and to the extent required by California Government Code §4215, County assumes the responsibility for removal, relocation, and protection of those existing main or trunkline utility facilities located at the Site at the time of commencement of the Work that are not identified in the Contract Documents. Provided that Contractor has exercised the Standard of Care in performing the Work in accordance with the Contract Documents, Contractor shall be entitled to a Contract Adjustment for, relocating, repairing or removing any utility facilities not indicated in the Contract Documents with reasonable accuracy, including, without limitation, equipment on the Site necessarily idled thereby. Delays caused by County's or a utility owner's failure to provide for the removal or relocation of such utility facilities shall constitute a Compensable Delay. Nothing herein shall be deemed to require County to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the Site can be inferred from the presence of other visible facilities, such as buildings or meter junction boxes located on or adjacent to the Site.

3.14.3 **Temporary Utilities.** All utilities, including but not limited to electricity, water, gas and telephone, used in performance of the Work (including, without limitation, meters and temporary distribution systems from distribution points to points on Site where a utility is needed and "tap fees") shall be furnished and paid for by Contractor or, if furnished by County, shall be paid for by Contractor at Contractor's Own Expense. Upon Final Completion of the Work, Contractor shall remove all temporary distribution systems. If the Work involves an addition

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to an existing facility, Contractor may, with written permission of County, granted or withheld in County's sole and absolute discretion, use County's existing utilities by making prearranged payments to County for utilities used by Contractor. When it is necessary to interrupt any existing utility service to make connections, a minimum of two (2) working days' advance notice shall be given to County. Interruptions shall be of the shortest possible duration and shall be scheduled during a time of Day that minimizes its impact on the operations of the existing facility. Any Loss to County or Contractor associated with interruption of a utility service as a result of Contractor's breach of, or failure to fully comply with, its obligations under this Paragraph shall be paid for by Contractor at Contractor's Own Expense.

3.14.4 **Sanitary Facilities.** Contractor shall provide sanitary temporary toilet facilities, for the use of all the workers, in no fewer numbers than required by Applicable Laws, plus such additional facilities as may be directed by County. Such facilities shall be maintained in a sanitary condition at all times. Use of existing or permanent toilet facilities shall not be permitted except by written consent of County.

3.15 CLEANING UP

3.15.1 **Contractor Responsibility.** Contractor at all times shall keep the Site free from debris such as waste, rubbish and excess materials and equipment caused by the performance of the Work. At the end of each Day that Work is performed, Contractor shall not leave debris under, in or about the Site but shall promptly dispose of or remove same from the Site. Without limitation to the other clean up requirements of the Contract Documents, upon Final Completion, Contractor shall: (1) clean the interior and exterior of the buildings, including fixtures, equipment, walls, floors, ceilings, roofs, window sills and ledges, horizontal projections and any areas where debris has collected so surfaces are free from foreign material or discoloration; (2) clean and polish all glass, plumbing fixtures, finish hardware and similar finish surfaces and equipment; and (3) remove temporary fencing, barricades, planking, sanitary facilities and similar temporary facilities from the Site.

3.15.2 **Cleanup by County.** If Contractor fails upon 24 hours' notice by County to perform its obligation to clean up, County may arrange to do so, and the cost thereof shall be borne by Contractor at Contractor's Own Expense.

3.16 ACCESS TO THE WORK

3.16.1 **County.** County, Inspectors of Record, Architect and County Consultants, and their representatives, and such other persons as authorized by County, shall at all times have access to the Work, either in preparation or in progress. Contractor shall provide safe and proper facilities for such access so that they and their representatives may perform their functions safely.

3.16.2 **Separate Contractors.** County, using its own forces or those of Separate Contractors, may, at any time during the performance of the Work, enter the Site for the purpose of performing construction or for any other purpose. Contractor shall cooperate with County, County's own forces and Separate Contractors and not interfere with other work being done by them or on their behalf.

3.16.3 **Delivery Routes.** Contractor shall arrange for delivery of material over routes designated by County.

3.17 INTELLECTUAL PROPERTY RIGHTS

Contractor shall pay all royalties and license fees relating to use of Intellectual Property Rights pertaining to Work performed. Contractor shall defend suits or claims for infringement of Intellectual Property Rights and shall defend, indemnify and hold harmless the Indemnitees from Loss on account thereof in accordance with the terms of Section 3.18, below, unless the infringement is due to a particular design, process, product or product of a particular manufacturer that is required by the Contract Documents; provided, however, that if Contractor has information leading it to believe that the use of a particular design, process or product required by the Contract Documents would constitute an infringement of an Intellectual Property Right, then Contractor shall nonetheless be responsible to provide such defense, indemnification and hold harmless if such information is not promptly furnished in writing to County.

3.18 **INDEMNIFICATION**

3.18.1 **Contractor's Indemnity Obligation.** To the fullest extent permitted by Applicable Laws, Contractor agrees to indemnify, immediately defend at its own expense and hold harmless, County, Board of Supervisors, and each of their respective members, officers, employees, agents, insurers and volunteers ("Indemnitee(s)"), through legal counsel reasonably acceptable to County, from any and all Losses, whether real or alleged, regardless of whether caused in part by such Indemnitee or its agents, servants or independent contractors who are directly responsible to such Indemnitee, arising out of or relating to any of the following:

.1 any act or omission of Contractor or a Subcontractor, of any Tier;

.2 the activities of Contractor or a Subcontractor, of any Tier, on the Site or on other properties related to performance of the Work or the preparation for performance of the Work;

.3 the payment or nonpayment of any Subcontractor, of any Tier, for the Work performed, except where such nonpayment is the result of a breach by County of its payment obligations under the Contract Documents;

.4 the existence or dispersal of any Hazardous Substances or Mold on the Site as a result of the failure of Contractor or a Subcontractor, of any Tier, to comply with its obligations under the Contract Documents;

.5 the violation by Contractor or a Subcontractor, of any Tier, of an obligation under Section 3.17, above, involving infringement of an Intellectual Property Right; or

.6 the violation by Contractor or a Subcontractor, of any Tier, of any Applicable Law, including, without limitation, the violation of any requirement of the State of California General Permit for Storm Water Discharges Associated with Construction Activity and subsequent amendments or orders for construction activities as applicable thereto (including, without limitation, the requirements of a Storm Water Pollution Prevention Plan) or the violation of any applicable requirement of any local or regional Air Quality Management District (AQMD) (including, without limitation, a violation of any of the requirements set forth in the County MOU with AQMD dated January 6, 2004 Agenda Item 3.1 (for projects in the Coachella Valley) or AQMD Rule 403 (for projects west of the Coachella Valley));

PROVIDED, HOWEVER, that nothing contained herein shall be construed as obligating Contractor to indemnify an Indemnitee for Losses resulting from the sole negligence, active negligence or willful misconduct of such Indemnitee or its agents, servants or independent contractors who are directly responsible to such Indemnitee or from a defect in design furnished by such Indemnitee, where such sole negligence, active negligence, willful misconduct or design defect has been determined by agreement of Contractor and that Indemnitee or has been adjudged by the final and binding findings of a court or arbitrator of competent jurisdiction. In instances where the active negligence or willful misconduct of an Indemnitee or its agents, servants or independent contractors who are directly responsible to such Indemnitee or a defect in a design furnished by such an Indemnitee accounts for only a portion or percentage of the Loss involved, the obligation of Contractor will be for that portion or percentage of the Loss not due to such active negligence, willful misconduct or design defect.

3.18.2 **Indemnification of Adjacent Property Owners.** In the event Contractor enters into an agreement with the owners of any adjacent property to enter upon such property for the purpose of performing the Work or other activities incidental to the Work, Contractor shall fully indemnify, defend and hold harmless any person or entity which owns or has any interest in such adjacent property against any Loss resulting from the acts or omissions of the Contractor or its Subcontractors. The form and content of such indemnification agreement shall be approved by County prior to commencement of any Work on or around such property.

3.18.3 **Insurance and Employment Benefits.** The indemnification, defense and hold harmless obligations of Contractor under this Section 3.18, as well as any such obligations stated elsewhere in the Contract Documents: (1) shall not be limited by the amounts or types of insurance (or the deductibles or self-insured retention amounts of such insurance) which any Indemnitee, Contractor or any Subcontractor carries or is required to carry under the terms of the Contract Documents; (2) is independent of and in addition to the Indemnitees' rights under the insurance to be provided by an Indemnitee, Contractor or any Subcontractor; and (3) shall not be limited, in the event of a claim

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against an Indemnitee by an employee of Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, by a limitation on amount or type of damages, compensation or benefits payable by or for Contractor or Subcontractor under any worker's compensation act, disability benefit act or other employee benefit program.

3.18.4 **Subcontractor Indemnity Agreements.** Contractor agrees to obtain or cause to be obtained executed defense and indemnity agreements with provisions identical to those set forth in this Section 3.18 from each and every Subcontractor, of every Tier.

3.18.5 **Implied Indemnity Rights.** Notwithstanding anything stated in this Section 3.18 or elsewhere in the Contract Documents to the contrary, an Indemnitee's right to seek equitable indemnity and contribution from Contractor is in no way diminished, limited or precluded by any agreement by Contractor to provide express contractual indemnity to such Indemnitee. Contractor's obligations under this Section 3.18 shall be deemed to completely eliminate and preclude any right by Contractor to seek contractual or equitable indemnity or contribution from any Indemnitee for any Loss covered by the Contractor's express indemnification obligations under this Section 3.18.

3.18.6 **Obligation to Defend.** The Contractor's obligation to defend under this Section 3.18 includes, without limitation, the obligation to immediately reimburse an Indemnitee for any attorney's fees, court costs (statutory and non-statutory), arbitration and mediation expenses, professional, expert and consultant fees, investigative costs, postage costs, document copying costs, telecopy costs and any and all other costs and expenses associated with defense of such Indemnitee as and when incurred by any Indemnitee in defense of a claim by any third person or entity as a result of Contractor's failure or refusal to comply with its immediate defense obligation to such Indemnitee. Nothing stated in this Section 3.18 or elsewhere in the Contract Documents shall be interpreted as providing or implying that the obligation of Contractor to defend an Indemnitee against an alleged Loss that is within the scope of the Contractor's indemnification obligation under this Section 3.18 or under any other provision of the Contract Documents is to any extent released, excused, limited or relieved by a finding, determination, award or judgment by a court or arbitrator that the alleged Loss was due to circumstances not within the scope of such indemnification obligation.

3.18.7 **Enforcement.** The Indemnitees shall be entitled to recover their attorneys' fees, costs and expert and consultant costs in pursuing or enforcing a right to defense and/or indemnification under this Section 3.18.

3.19 LABOR, WAGES, PAYROLL RECORDS

3.19.1 **Public Work.** This Work is a "public work" as defined in Labor Code §1720 and must be performed in accordance with the requirements of Labor Code §§1720 to 1850 and Title 8 California Code of Regulations §§16000 to 17270, which govern the payment of prevailing wage rates on public works projects.

3.19.2 **Prevailing Wage Rates.** Pursuant to the provisions of Article 2 (commencing at §1770), Chapter 1, Part 7, Division 2 of the Labor Code of California, the Board of Supervisors has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime Work in the locality in which the Work is to be performed for each craft, classification or type of worker needed to execute the Work from the Director of the Department of Industrial Relations. These rates are on file with County and copies will be made available to any interested party on request. Contractor shall post a copy of such wage rates at the Site. The adoption of such wage rates is not a representation that labor can be obtained at these rates. It is the responsibility of Contractor to inform itself as to the local labor conditions. Holiday and overtime Work, when permitted by Applicable Laws, shall be paid for at a rate of at least one and one-half times the adopted rate of per diem wages, unless otherwise specified. Holidays shall be defined in the collective bargaining agreement applicable to each particular craft, classification or type of worker employed.

3.19.3 **Unclassified Workers.** Any worker employed to perform the Work not covered by any classification listed in the general prevailing wage rate of per diem wages determined by the Director of the Department of Industrial Relations shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to the Work to be performed by him/her, and such minimum wage rate shall be retroactive to time of initial employment of such person on the Project in such classification.

3.19.4 **Per Diem Wages.** Contractor shall pay or shall cause to be paid each worker engaged in the Work not less than the general prevailing rate of per diem wages determined by the Director of the Department of Industrial Relations, regardless of any contractual relationship which may be alleged to exist between Contractor or any of the Subcontractors and such workers. Pursuant to California Labor Code §1773.1, per diem wages are deemed to include employer payments for health and welfare, pension, vacation, travel time and subsistence pay.

3.19.5 **Applicable Laws.** Contractor represents and warrants that the Contractor's Bid and the Contract Price includes funds sufficient to allow Contractor to comply with all Applicable Laws governing the labor or services to be provided. Contractor shall defend and indemnify the Indemnitees in accordance with Section 3.18, above, for any violation of any Applicable Law, including but not limited to California Labor Code §2810, and agrees to pay all assessments, including wages and penalties, made against County in relation to such violations.

3.19.6 **Posting at Site.** Contractor shall post at appropriate conspicuous points on the Site the prevailing wage rates of the Department of Industrial Relations in accordance with 8 California Code of Regulations 16100(b).

3.19.7 **Worker Hours.** As provided in Article 3 (commencing at §1810), Chapter 1, Part 7, Division 2 of the California Labor Code, eight (8) hours of labor shall constitute a legal day's work. The standard work day of any worker employed at any time by Contractor or any of the Subcontractors performing the Work, or any part of the Work, shall, except as hereinafter provided, be limited and restricted by Contractor to eight (8) hours per day, between the hours of 6:00 A.M. and 6:00 P.M. (unless otherwise required by Applicable Laws), plus one-half hour unpaid lunch approximately midway through the shift, provided that Contractor or any of the Subcontractors may establish a four day/ten-hour schedule consistent with Applicable Laws pertaining to payment of prevailing wages and the provisions any applicable collective bargaining agreement. A regular-work week shall constitute forty (40) hours during any one week. Notwithstanding the provisions hereinabove set forth, the parties hereto may agree to changes in the work day or the work week as permitted by Applicable Laws, and Contractor and all Subcontractors must pay the appropriate prevailing wage rate for those hours and days worked.

3.19.8 **Overtime.** Overtime work performed by employees of Contractor or any of the Subcontractors shall be compensated according to the applicable general prevailing rate established by the Department of Industrial Relations for holiday and overtime work for each craft, classification or type of worker in the locality in which the Work is to be performed.

3.19.9 **Payroll Records.** It shall be the sole responsibility of Contractor to ensure compliance with the provisions of Applicable Laws and the Contract Documents relating to maintenance and submission of payroll records. Pursuant to the provisions of California Labor Code §1776, Contractor shall keep, and shall cause each Subcontractor performing any portion of the Work to keep, accurate certified payroll records, showing the name, address, social security number, worker classification and straight-time and overtime hours worked each Day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by Contractor in connection with the Work. Certified payroll records must be in the payroll reporting format prescribed by the Division of Labor Standards Enforcement. If there is no work by Contractor or a Subcontractor in a given week, Contractor must keep and submit a certified "Nonperformance" payroll record, indicating "no work" for that week. Contractor shall submit all certified payroll records to County in complete, unredacted form with an original signature on the Statement of Compliance, along with, and as a condition to, its Applications for Payment. Additionally, payroll records shall be available for inspection at all reasonable hours at the principal office of Contractor on the following basis:

.1 a certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his or her authorized representative on request;

.2 a certified copy of all such payroll records shall be made available for inspection or furnished upon request to County, the Division of Labor Standards Enforcement and/or the Division of Apprenticeship Standards of the Department of Industrial Relations or such other person or entity as designated by County;

.3 a certified copy of all such payroll records shall be made available upon request by the public for inspection or the copying thereof, provided that (1) such request is made by the public through either County, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement of the Department of Industrial Relations, (2) such requested payroll records have not previously been provided pursuant to Subparagraph 3.19.9.2,

above, then the requesting individual or entity shall, prior to being provided the records, reimburse the costs of preparation by Contractor, the Subcontractors and the entity through which the request was made, and (3) the public shall not be given access to records at the principal office of Contractor;

.4 Contractor and each Subcontractor shall within ten (10) Days after receipt of a written request file a certified copy of such payroll records with the person or entity that requested the records;

.5 Contractor shall provide, and shall cause each Subcontractor to provide, payroll records as defined in Title 8 California Code of Regulations §16000 to County within ten (10) Days after receipt of written request, at no cost to County;

.6 any copy of such payroll records made available for inspection by, and copies furnished to. the public shall be redacted in a manner so as to prevent disclosure of an individual's name, address, and social security number, except that any copy made available for inspection by, and copies furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. Section 175a) shall be marked or redacted only to prevent disclosure of an individual's name and social security number, and in either event, the name and address of Contractor or the Subcontractor performing the Work shall not be so obliterated; and

.7 any copy made available to an agency included in the Joint Enforcement Strike Force on the Underground Economy established pursuant to Section 329 of the Unemployment Insurance Code and other law enforcement agencies investigating violations of law shall, upon request, be provided nonredacted copies of certified payroll records;

.8 Contractor shall inform County concurrently with the submission of its initial Application for Payment, of the location of such payroll records, including the street address, city and county, and thereafter shall, within five (5) working days, provide a notice of any change of location and address of such payroll records.

3.19.10 **Apprentices.** Contractor acknowledges that, even if performance of the Work involves a dollar amount greater than or a number of working days greater than that specified in California Labor Code §1777.5, it shall be the sole responsibility of Contractor, for all apprentice occupations, to ensure compliance with California Labor Code §1777.5, including, without limitation, the following provisions:

.1 Apprentices of any crafts or trades may be employed and, when required by California Labor Code §1777.5, shall be employed provided they are properly registered in full compliance with the provisions of the California Labor Code.

.2 Every such apprentice shall be paid the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered and shall be employed only at the work of the craft or trade to which he or she is registered.

.3 Only apprentices, as defined in California Labor Code §3077, who are in training under apprenticeship standards and written apprentice agreements under Chapter 4 (commencing at §3070), Division 3 of the California Labor Code, are eligible to be employed at the apprentice wage rate on Public Works. The employment and training of each apprentice shall be in accordance with either: (1) the apprenticeship standards and apprentice agreements under which he or she is training, or (2) the rules and regulations of the California Apprenticeship Council.

.4 Contractor and any of the Subcontractors employing workers in any apprenticeable craft or trade in performing any of the Work shall apply to the applicable joint apprenticeship committee for a certificate approving Contractor or the Subcontractor under the applicable apprenticeship standards and fixing the ratio of apprentices to journeymen employed in performing the Work.

.5 Prior to commencing the Work, Contractor shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the Site of the Work. The information submitted shall include an estimate of journeyman hours to be performed under the Construction Contract, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to County if requested by County.

.6 The ratio of the Work performed by apprentices to journeymen employed in a particular craft or trade on the Work may be no higher than the ratio stipulated in the apprenticeship standards under which the apprenticeship program operates, where Contractor or the Subcontractor agrees to be bound by those standards, but, except as otherwise provided in this Paragraph, in no case shall the ratio be less than one (1) hour of apprentice work for every five (5) hours of journeyman work. Apprentices may comprise up to thirty percent (30%) of the work force of each particular craft, classification or type of worker employed, unless the applicable joint apprenticeship committee establishes a lower percentage. To the extent possible, fifty percent (50%) of the apprentice work force shall consist of first-year apprentices.

.7 The interpretation and enforcement of California Labor Code §1777.5 shall be in accordance with the rules and procedures of the California Apprenticeship Council.

.8 Contractor and all the Subcontractors shall comply with California Labor Code §1777.6, which forbids certain discriminatory practices in the employment of apprentices.

.9 Contractor shall become fully acquainted with the law regarding apprentices prior to commencement of the Work, paying special attention to California Labor Code §§1777.5, 1777.6, and 1777.7 and Title 8, California Code of Regulations, §§200 et seq. Questions may be directed to the State Division of Apprenticeship Standards, 455 Golden Gate Avenue, San Francisco, California.

3.19.11 **Pre-Construction Meetings, Interviews.** Contractor shall attend any pre-construction meetings held by County to discuss labor requirements. Contractor and the Subcontractors shall allow County, County Consultants and the Department of Industrial Relations, and designated representatives of each, to conduct, at their discretion, interviews of workers at the Site during working hours.

3.19.12 **Penalties for Violations.**

.1 **Prevailing Wage Violations.** Pursuant to California Labor Code §1775, Contractor and any of the Subcontractors shall, as a penalty, pay an amount not to exceed Two Hundred Dollars ($200) for each Day, or portion thereof, for each worker paid less than the prevailing rates, determined by the Director of the Department of Industrial Relations, for the trade or craft in which such worker is employed by Contractor or, except as provided by said §1775, by any of the Subcontractors, of any Tier, for performance of the Work. The amount of this penalty shall be determined by the Labor Commissioner and shall be based on consideration of both: (1) whether the failure of Contractor or the Subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, whether the error was promptly and voluntarily corrected upon being brought to the attention of Contractor or the Subcontractor; and (2) whether Contractor or the Subcontractor has a prior record of failing to meet its prevailing wage obligations. The difference between the amount owed to each worker pursuant to such prevailing wage rates, and the amount paid to each worker for each Day or portion thereof for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by Contractor.

.2 **Working Hour Violations.** Pursuant to Labor Code §1813, Contractor shall pay a penalty of Twenty-Five Dollars ($25) per worker employed in the performance of the Work by Contractor or by any of the Subcontractors for each Day during which such worker is required or permitted to work more than eight (8) hours in any Day and forty (40) hours in any one calendar week in violation of the provisions of Article 3 (commencing at §1810), Chapter 1, Part 7, Division 2 of the California Labor Code.

.3 **Payroll Record Violations.** Pursuant to California Labor Code §1776, Contractor shall in the event of a failure to comply within ten (10) Days with any written notice requesting the records enumerated in subdivision (a) of said §1776, pay a penalty of One Hundred Dollars ($100) for each Day, or portion thereof, for each worker, until Contractor has strictly complied with such request. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

.4 **Apprenticeship Violations.** Pursuant to California Labor Code §1777.7, if Contractor or the Subcontractor is determined by the Chief of the Division of Apprenticeship Standards (the "Chief") to have knowingly committed a first-time violation of California Labor Code §1777.5, Contractor or the Subcontractor shall pay, as a civil penalty, an amount not exceeding One Hundred Dollars ($100) for each full Day of noncompliance, provided that the

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amount of this penalty may be reduced by the Chief if the penalty would be disproportionate to the severity of the violation. In lieu of this penalty, the Chief may, for a first-time violation and with the concurrence of the joint apprenticeship committee, order Contractor or the Subcontractor to provide apprentice employment equivalent to the work hours that would have been provided for apprentices during the period of noncompliance. If such violation by Contractor or the Subcontractor is a second or subsequent violation committed within a three (3) year period from a previous violation of §1777.5, Contractor or the Subcontractor shall pay, as a civil penalty, to County the sum of not more than Three Hundred Dollars ($300) for each full Day of noncompliance. County shall withhold the amount of the civil penalty from contract progress payments then due or to become due. In addition, if Contractor or the Subcontractor is determined to have knowingly committed a serious violation of any provision of §1777.5, the Chief may deny to Contractor or the Subcontractor, and to its responsible officers, the right to bid on or be awarded a contract to perform work as a subcontractor on any subsequent project for County for a period of up to one (1) year for the first violation and for a period of up to three (3) years for a second or subsequent violation.

3.19.13 **Subcontractor Provisions.** Contractor shall include, and shall require the Subcontractors to include, contractual provisions in all contracts they enter into for the performance of the Work requiring compliance with the provisions of this Section 3.19 at no additional cost.

3.19.14 **Condition of Payment.** Compliance by Contractor with the requirements of this Section 3.19 and each of its Paragraphs shall be a condition to Contractor's right to payment under its Applications for Payment. Without limitation to the foregoing, payments to Contractor shall not be made when payroll records are delinquent or inadequate.

3.20 LABOR CODE §2810

3.20.1 **Application.** The provisions of this Section 3.20 apply only if the Contractor has not executed a collective bargaining agreement covering the workers who will be employed to perform the Work.

3.20.2 **Declaration by Contractor.** If a Declaration of Sufficiency of Funds has not been submitted by Contractor as a Post-Award Submittal, then it must be submitted prior to Award. In executing the Construction Contract, Contractor warrants and represents that all of the statements contained in its Declaration of Sufficiency of Funds remain true and correct as of the date of execution of the Construction Contract and may be relied upon by County in determining whether there appears to be sufficient funds in the Contractor's Bid to allow the Contractor to comply with all Applicable Laws governing the labor or services to be provided for the performance of the Work. The truth and accuracy of the statements contained in said Declaration and in this Paragraph 3.20.2 constitute a material part of the Contractor's consideration for, and a material inducement to the County's entering into, the Construction Contract.

3.20.3 **Continuing Duty.** To the extent that any of the information provided in the Declaration of Sufficiency of Funds submitted by Contractor relating to numbers of workers or independent contractors that will be employed or utilized for performance of the Work was or is based upon a best estimate, rather than actual figures or information, then the Contractor assumes the continuing duty to the County to ascertain the actual figures and information requested in the Declaration of Sufficiency of Funds and to provide such actual figures and information to the County in the form of a revised and updated Declaration of Sufficiency of Funds once the actual figures and information become known.

3.21 URBAN RUNOFF AND STORM WATER COMPLIANCE

3.21.1 **Contractor's Responsibility.** If and to the extent storm water permitting, control, mitigation or discharge control is required by Applicable Laws, the Contractor shall: (1) prior to starting any Work at the Site, sign and implement the Storm Water Management Plans or Storm Water Pollution Prevention Plans as previously prepared by the County's Consultant for civil engineering or by others; (2) take all necessary steps to monitor, report, enforce and otherwise implement and comply with the requirements of the Storm Water Permit, Storm Water Management Plans and Storm Water Pollution Prevention Plans and all Applicable Laws pertaining to the elimination or mitigation of storm water pollutant discharge to separate storm sewer systems or other watercourses, including without limitation, applicable requirements of the State Water Resources Control Board, Santa Ana, San Diego, and/or Colorado Region Water Quality Control Boards and municipal storm water management programs; (3) adhere to and implement the Special Provisions for Urban Runoff and Water Pollution Control set forth in the Specifications;

and (4) ensure that the Work is constructed in conformance with those post-construction best management practices (BMPs) identified within the project-specific Water Quality Management Plan (WQMP).

3.21.2 **Inspections, Reports**. Contractor shall immediately notify the person identified to Contractor as the County's "project manager" for the Project of all inspections by Government Authorities (including, but not limited to, any regional board staff) and, if practicable, arrange for participation by such Governmental Authorities in any other pertinent inspections conducted at the Site. Contractor shall provide to County copies of all reports and monitoring information related to the matters covered by this Section 3.21.

3.21.3 **Violations.** The Contractor recognizes and understands that failure to comply with the requirements of any applicable storm water-related permit issued by the State of California of the United States pursuant to the Clean Water Act (Title 33 U.S.C.§§ 1251 et seq) and/or the Porter Cologne Water Quality Control Act (California Water Code §§13000 et seq.) is a violation of Applicable Laws. Contractor shall be responsible for all Losses and for any liability (including, without limitation, fines, penalties and other administrative liabilities and costs) imposed by Applicable Laws as a result of the Contractor's failure to comply with Applicable Laws, including, without limitation, the requirements of this Section 3.21.

3.21.4 **Condition of Payment.** Compliance by the Contractor with the requirements of this Section 3.21 shall be a condition to the Contractor's right to payment under its Applications for Payment.

3.21.5 **Costs of Compliance.** The Contractor represents and warrants that it has included in it Bid all costs of compliance with the requirements of this Section 3.21.

3.22 SOLID WASTE MANAGEMENT

Contractor shall comply with all provisions of Applicable Laws (including, without limitation, the requirements of the California Public Resources Code, rules and regulations of the California Integrated Waste Management Board and provisions of any Site-specific plans adopted by County) that are applicable to the activities of contractors performing construction or related activities on the Site. Compliance by Contractor with the requirements of this Section 3.22 shall be a condition to Contractor's right to payment under its Applications for Payment.

3.23 CEQA COMPLIANCE

No Work that is subject to California Environmental Quality Act (CEQA) shall proceed by Contractor until Contract Documents satisfying the CEQA process are reviewed and approved by the County. Contractor shall comply with all applicable CEQA requirements. If there is a federal nexus (e.g. a source of federal funding) to the Project, compliance by Contractor with the National Environmental Policy Act (NEPA) will be required in addition to and in conjunction with compliance with requirements of CEQA. The Contractor shall comply with the conditions identified on the Plans and Specifications for compliance with the California Environmental Quality Act, including, without limitation, all requirements pertaining to Mitigation, Monitoring, and Reporting Program (MMRP).

3.24 AQMD COMPLIANCE

Contractor is responsible for full and complete compliance with, as applicable: (1) AQMD Rule 403.1, County Ordinance 742, the County MOU with AQMD dated January 6, 2004 Agenda Item 3.1 (for projects in the Coachella Valley); or (2) AQMD Rule 403 (for projects west of the Coachella Valley). Any fines imposed by AQMD on the County, as well as any other Loss to County, as a result of non-compliance by Contractor with the applicable provisions of the foregoing requirements are the responsibility of Contractor and upon request by County will be paid to County by Contractor or may be withheld by County from amounts due to Contractor under its Applications for Payment.

ARTICLE 4
CONSTRUCTION ADMINISTRATION

4.1 ARCHITECT

4.1.1 **Scope of Authority.** The Architect shall have the authority to act on behalf of County only as expressly provided in the Contract Documents and subject to such limitations on authority as set forth in Paragraph 4.1.2, below. As clarification of the foregoing, if the Contract Documents provide that the Architect has the right to approve of, consent to or direct that Contractor take or forbear from taking an action, such authority shall be limited to issuing such approval, consent or direction and shall not include, or be interpreted to include, authority to bind County with respect to any of the matters set forth in Paragraph 4.1.2, below. If Contractor's compliance with such approval, consent or direction of the Architect would involve or require authorization by County within the scope of the matters set forth in Paragraph 4.1.2, below, Contractor has the obligation, in addition to complying with the Architect's approval, consent or direction, to take steps in accordance with the Contract Documents to obtain such authorization of County as may be required and failing to do so shall not have any right to recourse or recovery from County on account of Contractor's action taken or Work performed in response to such approval, consent or direction by Architect.

4.1.2 **Limitations on Authority.** Without limitation to the other limitations on the Architect's authority expressed or implied under Paragraph 4.1.1, above, and notwithstanding anything else set forth in the Contract Documents to the contrary, Architect does not have authority to: (1) obligate or commit County to any payment of money; (2) obligate County to any adjustment to the Contract Price or Contract Time; (3) relieve Contractor of any of its obligations under the Contract Documents; (4) approve or order any Work involving Delay or Extra Work; or (5) perform any act, make any decision or give any direction or approval that is described in these General Conditions as an act, decision, direction or approval that is to be performed, made or given by any person or entity other than Architect.

4.1.3 **Work Stoppage.** Architect's authority includes, without limitation, the authority to stop the Work whenever such stoppage may be necessary, in Architect's opinion, for the proper execution of the Work. Any Work that is stopped or disapproved by order of Architect shall be resumed if and when County so directs in writing, with or without the concurrence of the Architect.

4.1.4 **Replacement.** County may, in its sole discretion, substitute another person or entity, or add persons or entities, to perform the functions of Architect or to exercise some or all of the authority of Architect provided for in the Contract Documents.

4.1.5 **County Rights.** All rights and authority conferred upon Architect under the Contract Documents constitute rights that County may, in its sole and absolute discretion, exercise in writing on its own behalf, irrespective of whether the County has ordered the removal, replacement or a change in the authority of the Architect.

4.2 ADMINISTRATION OF THE CONSTRUCTION CONTRACT

4.2.1 **Observations of the Work.** Architect will visit the Site as appropriate to the stage of the Work to observe the Work in progress. Observations shall be for the purpose of ascertaining the progress of the Work and that the character, scope, quality and detail of construction (including workmanship and materials) comply with the Contract Documents, the Architect's directives, approved Submittals and clarifications issued by Architect. Observations shall be separate from any inspections which may be provided by others.

4.2.2 **Means, Methods.** Construction means, methods, techniques, sequences, procedures and safety precautions and programs in connection with the Work are solely the responsibility of Contractor. Neither County nor Architect: (1) has control over or charge of, nor are they responsible for, Contractors or any Subcontractor's construction means, methods, techniques, sequences, procedures, safety precautions or programs in connection with the Work, all of which are, as between Contractor and County, solely Contractor's responsibility; (2) is responsible for Contractor's failure to carry out the Work in accordance with the Contract Documents; or (3) has control over, charge of, or responsibility for acts or omissions of Contractor, the Subcontractors or their agents or employees, or of any other persons performing portions of the Work.

4.2.3 **Communications by Contractor.** County shall be provided by Contractor with copies of all communications from Contractor or the Subcontractors to Separate Contractors or the Architect. Contractor shall not rely on oral or other non-written communications.

4.2.4 **Review of Applications for Payment.** If requested by County, Architect will review and certify all Applications for Payment by Contractor, including Applications for Payment requesting Progress Payments and Final Payment. In such cases, if the Architect and County do not concur in respect to the amount to be paid to Contractor, County's determination of the amount due will prevail.

4.2.5 **Rejection of the Work.** Architect will have authority to reject Work that does not conform to the Contract Documents and to require additional inspection or testing, in accordance with Article 10, below, whether or not such Work is fabricated, installed or completed. Whenever Architect considers it necessary or advisable for implementation of the intent of the Contract Documents, Architect will have authority to require additional inspection or testing of the Work in accordance with Article 10, below, whether or not such Work is fabricated, installed or completed. Neither Architect's authority to act under this Paragraph 4.2.5 nor a decision made in good faith either to exercise or not to exercise such authority, shall give rise to a duty or responsibility of Architect to Contractor, the Subcontractors, their agents or employees, or other persons performing any of the Work. County shall have the right, notwithstanding a recommendation by the Architect pursuant to this Paragraph 4.2.5 to reject a portion of the Work, to elect to accept the Work rejected by Architect and to direct in writing the manner in which the Work is to be performed and Contractor shall comply therewith.

4.2.6 **Review of Submittals.** Architect and such other County Consultants as Architect or County determines appropriate will review, approve or take other appropriate action upon the Contractor's Submittals. Such review, approval and other action taken in regard to a Submittal is for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents and is not conducted for the purpose of determining the technical accuracy and completeness of the Submittal, checking details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the sole responsibility of Contractor. Actions by Architect and County Consultants in connection with review of a Submittal by Contractor will be taken with such promptness as to cause no unreasonable Delay in the Work of Contractor or in the activities of the Separate Contractors or County, while allowing sufficient time in their judgments to permit adequate review. Whether or not County has identified a particular Submittal for review by Architect or a County Consultant, Contractor shall in all cases submit Submittals sufficiently in advance to allow time to permit adequate review by Architect and other County Consultants. Neither Architect's nor any County Consultant's review of a Submittal shall: (1) relieve Contractor of its obligations under Section 3.11, above; (2) constitute approval of safety precautions or, unless otherwise specifically stated in writing by the Architect or County Consultant at the time such Submittal is returned to Contractor; (3) be construed as an approval of any construction means, methods, techniques, sequences or procedures; and (4) if it involves review or approval of a specific item, be construed as indicating approval of an assembly of which such item is a component.

4.2.7 **Changes.** After consultation with the Architect, County will prepare the Change Orders, Unilateral Change Orders and Construction Change Directives for execution and take appropriate action thereon in accordance with Article 7, below.

4.3 **CLAIMS**

4.3.1 **Submission of Claims.** All Claims by Contractor shall be submitted in accordance with the procedures set forth in this Section 4.3.

4.3.2 **Arising of Claim.**

,1 Changes. A Claim by Contractor involving a Contract Adjustment due to a Compensable Change or Deleted Work arises upon issuance of a decision denying, in whole or in part, Contractor's Change Order Request. Such Claim shall be prepared and submitted in accordance with the requirements of this Section 4.3, including, without limitation, Paragraphs 4.3.3 through 4.3.5, below.

.2 Other Claims. Claims by Contractor other than those described in Subparagraph 4.3.2.1, above, arise at the time that County receives written notice by Contractor of Contractor's intent to file the Claim. Such

notice of intent shall be given no later than five (5) Days after the Discovery Date relative to such circumstances (even if Contractor has not yet experienced a Loss or Delay due to such circumstances) and shall state the event or condition giving rise to the Claim and its probable effect, if any, upon the Contract Price and Contract Time. **FAILURE BY CONTRACTOR TO SUBMIT A NOTICE OF INTENT TO FILE CLAIM IN ACCORDANCE WITH THIS SUBPARAGRAPH 4.3.2.2 SHALL, IN ACCORDANCE WITH THE PROVISIONS OF SECTION 4.6 OF THE GENERAL CONDITIONS, CONSTITUTE A WAIVER BY CONTRACTOR OF THE RIGHT TO FURTHER RECOURSE OR RECOVERY UPON SUCH CLAIM.**

4.3.3 **Content of Claims.** A Claim must include the following:

.1 a statement that it is a Claim and a request for a decision on the Claim;

.2 a detailed description of the act, error, omission, unforeseen condition, event or other circumstance giving rise to the Claim;

.3 supporting documentation as follows: (1) if the Claim involves a Contract Adjustment due to Compensable Change or Deleted Work, documentation demonstrating that a complete Notice of Change and Change Order Request were timely and properly submitted as required by Article 7, below; (2) if the Claim involves an adjustment to the Contract Time, documentation demonstrating that a complete Notice of Delay and Request for Extension were timely and properly submitted as required by Article 7 and Article 8, below; and (3) if the Claim does not involve a Contract Adjustment on the basis of Compensable Change or Deleted Work, documentation demonstrating that a notice of intent to file the Claim was timely and properly submitted as required by Subparagraph 4.3.2.2, above;

.4 a detailed justification for any remedy or relief sought by the Claim, including, without limitation, all of the following: (1) a detailed cost breakdown in the form required for submittal of Change Order Requests, which complies with the prohibition on "total cost" calculations set forth in Paragraph 7.7.15, below; and (2) job cost records substantiating the actual costs that have been incurred; and

.5 a written certification, signed by a responsible managing officer or principal of Contractor's organization who has the authority to sign contracts on behalf of Contractor and who has personally investigated the matters alleged in the Claim, in the following form:

> "I hereby certify under penalty of perjury that I am a managing officer or principal of (Contractor) and that I have reviewed the Claim presented herewith on Contractor's behalf and/or on behalf of (Subcontractor(s)) and that the following statements are, to the best of my knowledge after diligent inquiry into the circumstances of such Claim, true and correct:
>
> **(i)** the facts alleged in or that form the basis for the Claim are true and accurate;
>
> **(ii)** I do not know of any facts or circumstances, not alleged in the Claim, that by reason of their not being alleged render any fact or statement alleged in the Claim materially misleading;
>
> **(iii)** I have, with respect to any request for money or damages alleged in or that forms the basis for the Claim, reviewed the job cost records (including those maintained by Contractor and by any Subcontractor, of any Tier, that is asserting all or any portion of the Claim) and confirmed with reasonable certainty that the losses or damages alleged to have been suffered by Contractor and/or such Subcontractor were in fact suffered in the amounts and for the reasons alleged in the Claim;

(iv) I have, with respect to any request for extension of time or claim of delay, disruption, hindrance or interference alleged in or that forms the basis for the Claim, reviewed the job schedules (including those maintained by Contractor and by any Subcontractor, of any Tier, that is asserting all or any portion of the Claim) and confirmed that the delays or disruption alleged to have been suffered by Contractor and/or such Subcontractor were in fact experienced for the durations, in the manner, and with the consequent effects on the time and/or sequence of performance of the Work, as alleged in the Claim; and,

(v) Contractor has not received payment from County for, nor has Contractor previously released County from, any portion of the Claim.

Signature: _____

Name: _____

Title: _____

Company: _____

Date: _____

4.3.4 **Noncompliance.** Failure by Contractor to comply with Paragraph 4.3.3, above, shall give County the right, without obligation, to deny the Claim or return the Claim without any response.

4.3.5 **Submission of Claims.**

.1 Time for Filing. All Claims and supporting documentation and certifications required to be submitted by Contractor must be submitted to the County within thirty (30) Days after the Claim arises (as "arises" is defined in Paragraph 4.3.2, above). No Claims by Contractor are permitted after Final Payment.

.2 Condition Precedent. Contractor's strict compliance with the requirements of this Section 4.3 as to a Claim shall be considered a condition precedent to Contractor's right to initiate or seek determination of its rights in any legal proceedings with respect to such Claim.

4.3.6 **Response to Claims by Contractor.**

.1 Claims under $50,000. Claims by Contractor that are less than Fifty Thousand Dollars ($50,000) shall be responded to by County by issuance of a Good Faith Determination of the Claim in writing within forty-five (45) Days of receipt of the Claim, unless County requests additional information or documentation of the Claim within thirty (30) Days of receipt of the Claim, in which case County shall respond to the Claim after receipt of the further information or documentation by issuing its Good Faith Determination of the Claim within the longer of either (1) fifteen (15) Days, or (2) the period of time taken by Contractor in producing the additional information or documentation.

.2 Claims over $50,000. Claims by Contractor that are over Fifty Thousand Dollars ($50,000) shall be responded to by County by issuance of a Good Faith Determination of the Claim in writing within sixty (60) Days of receipt of the Claim, unless County requests additional information or documentation of the Claim within thirty (30) Days of receipt of the Claim, in which case County shall respond to the Claim after receipt of the further information or documentation by issuing its Good Faith Determination within the longer of either (1) thirty (30) Days, or (2) the period of time taken by Contractor in producing the additional information or documentation.

4.3.7 **Meet and Confer.** If Contractor disputes County's Good Faith Determination of a Claim by Contractor, or if County fails to respond within the prescribed time set forth in Paragraph 4.3.6, above, Contractor may

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so notify County, in writing, within fifteen (15) Days of Contractor's receipt of County's Good Faith Determination, or within fifteen (15) Days of County's response due date in the event of a failure to respond, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon demand, County shall schedule a meet and confer conference within thirty (30) Days of such demand for discussion of settlement of the dispute. If either County or Contractor determines that the meet and confer process has not been successful, it shall have the right to declare the meet and confer process closed by written notice to the other party so stating.

4.3.8 **Claims Based on Differing Site Conditions.**

.1 **Contractor Responsibility.** Save and except as hereinafter provided in this Paragraph 4.3.8 for Contract Adjustments due to Differing Site Conditions, Contractor agrees at Contractor's Own Expense to assume the risk and costs of Extra Work and Delay due to concealed or unknown conditions, surface or subsurface, at the Site or in Existing Improvements.

.2 **Differing Site Conditions.** Differing Site Conditions are those conditions at the Site or in Existing Improvements and not otherwise reasonably ascertainable by Contractor in the performance of its obligations under the Contract Documents (including, without limitation, conditions not reasonably ascertainable by Contractor from documents or information described in Paragraph 3.2.1, above, that were provided or available to Contractor for its review prior to the Bid Closing Deadline) that constitute: (1) hazardous materials that constitute hazardous waste, as defined in California Health and Safety Code §25117, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of Applicable Laws; (2) subsurface or concealed conditions at the Site or concealed conditions in Existing Improvements which differ materially from those indicated by the Contract Documents or other information that was either reviewed by Contractor or that Contractor was given the opportunity to review prior to the Bid Closing Deadline; or (3) unknown physical conditions at the Site or concealed conditions in Existing Improvements of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents.

.3 **Notice of Change.** If Contractor encounters conditions it believes constitute Differing Site Conditions, then Contractor shall, before such conditions are disturbed, give Notice of Change as required by Paragraph 7.6.1, below, stating, without limitation, a detailed description and precise location of the conditions encountered.

.4 **Investigation by County.** Upon receipt of notice from Contractor as required by Subparagraph 4.3.8.3, above, County shall promptly investigate Contractor's report of Differing Site Conditions.

.5 **Change Order Request.** If Contractor intends to seek a Contract Adjustment based upon Differing Site Conditions, it shall submit a complete and timely Change Order Request in accordance with Paragraph 7.6.2, below, setting forth its request for a Contract Adjustment.

.6 **Contract Adjustments.** If, following Contractor's compliance with its obligations under this Paragraph 4.3.8, County finds that Differing Site Conditions exist, then, unless the Contractor's right to Contract Adjustment has been waived as pursuant to Paragraph 3.2.3, above, a Contract Adjustment shall be made for the resulting Compensable Change and Compensable Delay, in such amount and duration as County determines by issuance of a Good Faith Determination are reasonable and permitted by these General Conditions.

.7 **WAIVER BY CONTRACTOR.**

FAILURE BY CONTRACTOR TO STRICTLY COMPLY WITH THE REQUIREMENTS OF THIS PARAGRAPH 4.3.8 PERTAINING TO CONTRACT ADJUSTMENT BASED ON A CLAIM FOR DIFFERING SITE CONDITIONS SHALL, IN ACCORDANCE WITH THE PROVISIONS OF SECTION 4.6 OF THE GENERAL CONDITIONS, CONSTITUTE A WAIVER BY CONTRACTOR OF THE RIGHT TO FURTHER RECOURSE OR RECOVERY UPON SUCH CLAIM.

.8 **Final Completion.** No claim by Contractor for additional compensation for Differing Site Conditions shall be allowed if asserted after Final Payment.

4.3.9 **Continuous Work.** Contractor shall, notwithstanding the existence of a Claim by Contractor that is disputed by County, maintain continuous performance, without interruption, suspension or slowing, of the Work and its

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other obligations (1) pending issuance by County of a Good Faith Determination of the Claim and (2) thereafter in compliance with the terms of such Good Faith Determination.

4.4 ATTORNEY'S FEES

If any legal action, arbitration or other legal proceeding is brought in connection with or related to the interpretation, performance or enforcement of the Contract Documents or the performance or nonperformance of the Work, including, but not limited to, an action to rescind the Construction Contract, the prevailing party therein shall be entitled to recover from the other party the prevailing party's actual costs, expenses and attorneys' fees at arbitration, mediation, trial and on appeal. The determination of the "prevailing party" shall be based upon the party who prevails upon the matters actually litigated or arbitrated and shall not be determined solely based on the party receiving a net monetary recovery.

4.5 NOTICE OF THIRD-PARTY CLAIMS

County shall provide notification to Contractor within a reasonable time after receipt of any third-party claim relating to the Construction Contract. County shall be entitled to recover from Contractor its reasonable costs of providing such notification.

4.6 WAIVERS OF RIGHTS BY CONTRACTOR

COUNTY AND CONTRACTOR ACKNOWLEDGE THAT IT IS IN THE INTERESTS OF BOTH PARTIES THAT CHANGES, DELAYS AND CLAIMS BE IDENTIFIED, QUANTIFIED, EVALUATED AND FINALLY RESOLVED PROMPTLY, CONTEMPORANEOUSLY WITH THE CIRCUMSTANCES FROM WHICH THEY ARISE, AND THAT THERE BE CERTAINTY WITH RESPECT TO THE FINALITY OF ANY RESOLUTION OF RELATED DISPUTES. ON THOSE PREMISES, AND IN FURTHER RECOGNITION OF THE FACT THAT IT WOULD BE EXREMEMLY DIFFICULT OR IMPOSSIBLE TO QUANTIFY, DEMONSTRATE OR PROVE THE HARM TO COUNTY IF ANY OF THE FOREGOING PREMISES IS NOT ACHIEVED DUE TO A FAILURE BY CONTRACTOR TO COMPLY WITH THE REQUIREMENTS OF THE CONTRACT DOCUMENTS CONCERNING TIMELY NOTICE OR SUBMISSIONS OF NOTICES AND CLAIMS RELATING TO CHANGES, DELAY AND CONTRACT ADJUSTMENTS, COUNTY AND CONTRACTOR AGREE THAT FAILURE BY CONTRACTOR TO CONFORM TO SUCH REQUIREMENTS OF THE CONTRACT DOCUMENTS SHALL IN AND OF ITSELF CONSTITUTE SUFFICIENT CAUSE AND GROUNDS, WITHOUT THE NECESSITY OF COUNTY DEMONSTRATING ANY ACTUAL HARM OR PREJUDICE, FOR IMPOSING UPON CONTRACTOR A FULL AND UNCONDITIONAL WAIVER BY CONTRACTOR OF ITS RIGHT TO A CONTRACT ADJUSTMENT AND OF ITS RIGHTS AND RECOURSE FOR RECOVERY OF ANY RELATED LOSS BY ANY LEGAL PROCESS OTHERWISE PROVIDED FOR UNDER APPLICABLE LAWS.

4.7 GOOD FAITH DETERMINATIONS

Wherever in the Contract Documents it is provided that the County may or shall make a determination or decision in the exercise of good faith (including, without limitation, provisions for a Good Faith Determination by County), any such determination or decision that the person exercising such right on behalf of County believes in good faith to be a proper exercise of County's rights and to have a reasonable basis in fact, whether or not such determination is in fact proper, reasonable or correct or adjudged to be so, shall be complied with by Contractor without Delay to Contractor's performance of the Work. However, unless the Contract Documents expressly provides otherwise, neither such good faith determination or decision nor Contractor's compliance therewith shall be interpreted as precluding the Contractor from exercising its rights to seek adjudication of its rights in the manner permitted by these General Conditions or Applicable Laws.

4.8 ESCROW BID DOCUMENTS

If the Bidding Documents obligate Contractor to submit Escrow Bid Documents, then submission by Contractor of its Escrow Bid Documents shall constitute a warranty and representation by Contractor that it has no other written documents or electronic files containing any information that Contractor was required to include, but failed to include, as part of its performing such obligation and Contractor agrees it shall have no right to submit for consideration by County, or offer into evidence in legal proceedings, in support of a request for Contract Adjustment or a Claim any such documentation or electronic files that Contractor so failed to include in its Escrow Bid Documents.

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ARTICLE 5
SUBCONTRACTORS

5.1 SUBSTITUTION

5.1.1 **Substitutions Allowed.** There shall be no substitution of or addition to the Subcontractors except as permitted by Chapter 4 (commencing at §4100), Division 2, Part 1 of the California Public Contract Code (the "Act").

5.1.2 **Contractor's Own Expense.** Any increase in the cost or time of performance of the Work resulting from the replacement, substitution or addition of a Subcontractor shall be borne solely by Contractor at Contractor's Own Expense.

5.1.3 **Substantiation of Compliance.** At any time during performance of the Work it shall be the responsibility and burden of Contractor, if requested by County, to present clear and convincing evidence that Contractor is, and all times during the bidding and Award of the Construction Contract was, in full compliance with all of the applicable provisions of the Act. Failure by Contractor to present such evidence when requested shall be deemed a breach of this Section 5.1 and of the Act, thereby entitling County to exercise any or all of its rights and remedies under the Contract Document or Applicable Laws, including, without limitation, the right to cancel the Construction Contract or assess any penalties provided for by the Act.

5.1.4 **Splitting Prohibited.** Any attempt by Contractor to avoid compliance with the Act, such as, but not limited to, by splitting the work of subcontracts with Subcontractors into separate contracts or changes orders so as to not exceed the monetary threshold of the Act applicable to listing of Subcontractors, is strictly prohibited.

5.2 SUBCONTRACTUAL RELATIONS

5.2.1 **Written Agreements.** Contractor shall, by written agreement entered into between the Contractor and Subcontractors no later than twenty (20) Days after Award, require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to Contractor by terms of the Contract Documents and to assume toward Contractor all the obligations and responsibilities which Contractor, by the Contract Documents, assumes toward County and the Architect. Each subcontract agreement shall preserve and protect the rights of County and the Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against Contractor that Contractor, by the Contract Documents, has against County. Contractor shall require each first-Tier Subcontractor to enter into similar agreements with their sub-subcontractors. Copies of applicable portions of the Contract Documents shall be made available by Contractor to the first-Tier Subcontractors and each Subcontractor shall similarly make copies of such Contract Documents available to each Subcontractor of a lower-Tier with which it contracts. Without limitation to the foregoing, each contract that is entered into by a Subcontractor, of any Tier, shall, without limitation, require the Subcontractor:

.1 to perform the Work in accordance with the terms of the Contract Documents;

.2 to assume toward Contractor all the obligations and responsibilities which Contractor assumes toward County by the Contract Documents;

.3 to preserve and protect the rights of County under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights;

.4 to waive all rights (including, without limitation, rights of subrogation) that the Subcontractor or its insurers may have against County and others required by the Contract Documents to be named as additional insureds, for Losses covered by insurance carried by Contractor or County, except for such rights as the Subcontractor may have to the proceeds of such insurance held by County or such other additional insured;

.5 to afford County and entities and agencies designated by County the same rights and remedies afforded to them under the Contract Documents with respect to access to, and the right to audit and copy at

County's cost, all of the Subcontractor's books, records, contracts, correspondence, instructions, drawings, receipts, vouchers, purchase orders, memoranda and other records and documents relating to the Work and requiring the Subcontractor to preserve all such records and other items for a period of ten (10) years after Final Completion;

.6 to recognize the rights of the County under Section 5.3, below, including, without limitation, the County's right to (1) accept assignment of the Subcontractor's agreement, (2) accept assignment of Contractor's rights as obligee under a performance bond furnished by a first-Tier Subcontractor, (3) to retain the Subcontractor pursuant to the terms of its agreement with Contractor to complete the unperformed obligations under its agreement, and, (4) if requested by the County, to require that the Subcontractor execute a written agreement on terms acceptable to the County confirming that the Subcontractor is bound to the County under the terms of its agreement with Contractor;

.7 to submit applications for payment, requests for change orders and extensions of time and claims, and to comply with all other notice and submission requirements of the Contract Documents, sufficiently in advance to allow Contractor time to comply with its obligations under the Contract Documents;

.8 to purchase and maintain insurance in accordance with the requirements of the Contract Documents;

.9 to defend and indemnify the Indemnitees on the same terms as provided in Section 3.18, above;

.10 to comply with the nondiscrimination (Article 16, below) and prevailing wage (Section 3.19, above) provisions of these General Conditions;

.11 limiting the Subcontractor's right to additional compensation or extension of time due to Differing Site Conditions and Design Discrepancies in accordance with the provisions of Section 3.2, above;

.12 to provide for a right of termination for convenience by Contractor that limits the Subcontractor's right to compensation to an allocable share of the subcontract price that corresponds to the percentage of the Work properly performed by the Subcontractor, with no additional sum payable for any other Losses, including, without limitation, prospective damages, lost profits or consequential damages, of any kind; and

.13 to provide that time is of the essence to each of the Subcontractor's obligations.

5.2.2 **Copies.** Contractor shall, upon request by County made at any time, furnish to County true, complete, and executed copies of all contracts with the Subcontractors and amendments, modifications and change orders thereto. Progress payments shall not be made for items of the Work for which County has not received such documents following request therefor by County.

5.2.3 **No Brokering.** Contractor shall not permit any portion of the Work to be contracted to a firm acting as a broker, factor or other entity not actually performing a substantial portion of the Work with its own forces; provided, however, that nothing herein shall be interpreted as precluding the right of a Subcontractor who has agreed to provide all of the materials and labor for a trade to subcontract the labor portion only to a sub-subcontractor.

5.2.4 **Third-Party Rights.** Contractor acknowledges that County is an intended third-party beneficiary to all contracts between Contractor and its first-Tier Subcontractors. Notwithstanding the foregoing or anything else to the contrary in the Contract Documents, there is no intent on the part of County or Contractor to create any rights (including, without limitation, third-party beneficiary rights) in favor of any Subcontractor, of any Tier, against County and nothing contained in the Contract Documents and no course of conduct, act or omission on the part of County shall be construed as creating a direct or indirect contractual right in favor of any Subcontractor, of any Tier, and against County.

5.2.5 **All Subcontractor Tiers.** It is the Contractor's obligation to see to it that all obligations of the Contractor are assumed by (or, "flow down") to the Subcontractors, of every Tier, by the inclusion of contractual provisions requiring each of the Subcontractors, of every Tier, to bind not only themselves but their lower-Tier Subcontractors to the obligations assumed by Contractor under the Contract Documents.

5.3 **CONTINGENT ASSIGNMENT OF SUBCONTRACTS**

5.3.1 **Contingent Assignment.** Contractor hereby contingently assigns to County, or to such person or entity as County, in its sole and absolute discretion, designates, all of its interest in subcontracts entered into by Contractor with its first-Tier Subcontractors. If a first-Tier Subcontractor has provided a performance bond, then Contractor's rights under such performance bond are likewise hereby deemed contingently assigned to County or its designee and provision shall be made in the performance bond for surety's consent to such contingent assignment.

5.3.2 **Acceptance by County.** The contingent assignments provided for by this Section 5.3 will be effective only as to those subcontracts and performance bonds which County or its designee accepts in writing. Said acceptance is the sole condition upon which the effectiveness of such assignments are contingent. County or its designee may accept any such assignment at any time during the course of the Work and prior to Final Completion. Such contingent assignments are part of the consideration to County for entering into the Construction Contract with Contractor and may not be withdrawn prior to Final Completion.

5.3.3 **County Obligation.** County's or its designee's sole obligation in the event it accepts a contingent assignment of a subcontract under this Section 5.3 shall be to pay in accordance with the terms of such subcontract for Work performed after written notice of acceptance of such assignment. In the event County directs that such assignment be made to County's designee, then such designee only, and not County, shall be solely liable under such assignment for Work performed after written notice of acceptance of such assignment.

5.4 **COMMUNICATIONS BY COUNTY**

County shall have the right to communicate, orally or in writing, with the Subcontractors with respect to matters that are related to Contractor's performance of its obligations under the Contract Documents. Nothing herein shall be interpreted as extending to County the right as part of such communications to direct the manner in which any Subcontractor performs the Work. Except as otherwise provided in the Construction Contract or these General Conditions, Contractor shall be provided with a copy of all such communications that are in writing. Such communications shall not create, or be interpreted as creating, any contractual obligation of County to any Subcontractor.

5.5 **DOCUMENT AVAILABILITY**

Contractor shall make available to each proposed Subcontractor with whom it enters into a contract for performance of any portion of the Work, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound so as to ensure that all matters disclosed thereby are taken into consideration and included in the terms of such contracts and shall identify to such Subcontractor the terms and conditions of the proposed subcontract agreement which may be at variance with the Contract Documents. The Subcontractors shall similarly be required to make copies of applicable portions of such documents available to their respective proposed sub-subcontractors or sub-subconsultants.

5.6 **NO LIABILITY OF COUNTY**

Nothing set forth in this Article 5, and no action taken by County with respect to review or approval of the Subcontractors or their contracts, shall impose any liability or responsibility upon County nor relieve Contractor of its responsibilities under the Contract Documents or Applicable Laws.

ARTICLE 6
COUNTY'S OWN FORCES AND SEPARATE CONTRACTORS

6.1 **COUNTY'S RIGHT TO PERFORM CONSTRUCTION WITH OWN FORCES AND TO AWARD SEPARATE CONTRACTS**

6.1.1 **Right of County.** County reserves the right to perform construction or operations related to the Project with County's own forces and to award other contracts to Separate Contractors in connection with other portions of the Project or other construction or operations on the Site.

6.1.2 **Separate Contractors.** Contractor shall ascertain to its own satisfaction the scope of the Project and the nature of any other contracts that have been or may be awarded by County to Separate Contractors in prosecution of the Project. Contractor shall look solely to such Separate Contractors, and County shall not be responsible, for any Losses for which Contractor is not provided a right or recovery by means of a right to Contract Adjustment for Compensable Change or Compensable Delay, that are suffered by Contractor or the Subcontractors, of any Tier, resulting directly or indirectly from the conduct of such work by the Separate Contractors.

6.1.3 **Coordination.** Nothing in the Contract Documents creates or will create any duty on the part of County to coordinate the Work of Contractor with the work of Separate Contractors. Contractor shall, when directed to do so by County, participate with the Separate Contractors and County in reviewing the Separate Contractors' construction schedules. Contractor and Separate Contractors will coordinate all work with the other so as to facilitate the general progress of the Project. Contractor agrees that any recovery of Losses for which Contractor is not provided a right or recovery by means of a right to Contract Adjustment for Compensable Change or Compensable Delay, that are suffered by Contractor due to a failure by a Separate Contractor to coordinate its work with the Work of Contractor will be sought directly against the Separate Contractors as set forth elsewhere in this Article 6.

6.1.4 **Disputes.** Contractor and County agree that Separate Contractors in direct contractual privity with County are third party beneficiaries of the Contract Documents, but only to the extent of claims and causes of action against Contractor arising out of or resulting from Contractor's performance or failure of performance under the Contract Documents or any act or omission of Contractor or the Subcontractors causing Loss to such Separate Contractors. Contractor consents to being sued by Separate Contractors for Losses caused by Contractor or any of the Subcontractors. Contractor hereby waives lack of privity of contract with such Separate Contractors as a defense to such actions.

6.1.5 **Remedy.** If Contractor as a result of the acts or omissions of one or more of the Separate Contractors suffers a Loss that is not compensated by means of a right given to Contractor under the Contract Documents to a Contract Adjustment, then Contractor's sole remedy is to assert a claim or cause of action directly against the Separate Contractor(s) causing the Loss and Contractor hereby releases, acquits, holds harmless and forever discharges County of and from any and all liability for such Loss.

6.2 **MUTUAL RESPONSIBILITY**

6.2.1 **Use of Site.** Nothing contained in the Contract Documents shall be interpreted as granting Contractor exclusive use or occupancy of the Site. Contractor shall afford County's own forces and the Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities. Contractor shall not Delay the work of the Separate Contractors or County's own forces.

6.2.2 **Adjoining Work.** If part of Contractor's performance of the Work depends for proper execution or results upon construction or operations by County's own forces or Separate Contractors, Contractor shall, prior to proceeding with that portion of the Work, carefully inspect such construction and operations and promptly report in writing to the County apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Contractor will be responsible, at Contractor's Own Expense, for Losses to County resulting from any such discrepancies or defects not reported in accordance with this Paragraph 6.2.1 that were apparent or that should have been apparent to Contractor on careful inspection.

6.2.3 **Damage.** Contractor shall promptly remedy Loss caused by Contractor or its Subcontractors to completed construction or partially completed construction on the Site, or to property of County or the Separate Contractors.

6.2.4 **Disputes.** Contractor shall notify the County in writing within five (5) Days if it believes it has experienced or is experiencing any Delay or Loss due to the activities of County's own forces or the Separate Contractors or in the event of any dispute with County's own forces or a Separate Contractor.

6.2.5 **Settlement of Disputes.** If Contractor or any Subcontractor causes a Loss to a Separate Contractor, then Contractor will promptly settle the matter directly with the Separate Contractor and will defend, indemnify and hold County and the other Indemnitees harmless from any and all effects of such Loss in accordance with the terms of Section 3.18, above.

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6.3 **ALLOCATION OF CLEANUP COSTS**

If a dispute arises among Contractor, the Separate Contractors and/or County as to the responsibility for maintaining the Site and surrounding area free from waste materials and rubbish, County may clean up such waste materials and rubbish and allocate the cost among those responsible as County determines in good faith to be just.

ARTICLE 7
CHANGES IN THE WORK

7.1 **CHANGES**

7.1.1 **General.** County is authorized to make Changes in the Work in accordance with the provisions of this Article 7.

7.1.2 **Contract Adjustments.** Contract Adjustments shall only be permitted as follows: (1) the Contract Price shall only be adjusted by means of a Change Order or Unilateral Change Order for Compensable Change, Deleted Work or Compensable Delay; and (2) the Contract Time shall be adjusted by means of a Change Order or Unilateral Change Order for Excusable Delay, Compensable Delay or Deleted Work. All Contract Adjustments to the Contract Price shall conform, without limitation, to the requirements of this Article 7. All Contract Adjustments to the Contract Time shall conform, without limitation, to the applicable requirements of this Article 7 and Article 8, below.

7.1.3 **Exclusive Rights.** The rights expressly set forth in the Contract Documents for Contract Adjustments constitute Contractor's exclusive rights for additional compensation or extensions of time and are intended to be in lieu of and wholly replace any other such rights and remedies that Contractor has under Applicable Laws for recovery or relief on account of Loss or Delay in connection with performance of the Work, it being the intent of the County and Contractor that if circumstances arise for which the Contract Documents do not provide to Contractor an express right to a Contract Adjustment, then such omission of an express right shall conclusively be deemed to mean that no right to a Contract Adjustment was intended; and, consistent with that intent, no right to a Contract Adjustment on account of such circumstances shall by any means, legal or equitable, of interpretation, construction, inference, implication or application be considered, found or adjudged to exist.

7.1.4 **Written Authorization.** Any Change performed by Contractor pursuant to any direction other than a duly authorized and executed Change Order, Unilateral Change Order or Construction Change Directive shall be at Contractor's Own Expense.

7.1.5 **Prompt Performance.** Subject to the procedures set forth in this Article 7 and elsewhere in the Contract Documents, all Changes shall be performed promptly and without Delay.

7.2 **SIGNATURES AND AUTHORIZATIONS**

7.2.1 **Parties.** A Change Order shall be executed by County and Contractor. A Unilateral Change Order shall be executed by the County. Construction Change Directives shall be executed in accordance with Section 7.5, below.

7.2.2 **Form.** Change Orders, Unilateral Change Orders and Construction Change Directives shall be executed using forms furnished by County or, if requested by County, using forms furnished by Contractor that are approved by County.

7.2.3 **Authorization.**

.1 Compensable Changes.

(1) Assistant CEO/EDA. A Compensable Change shall be performed by Contractor only if authorized by a Change Order, Unilateral Change Order or Construction Change Directive signed by the Assistant CEO/EDA in accordance with the requirements of this Article 7; provided, however, that Assistant

CEO/EDA's authority to bind the County to a Contract Adjustment shall be subject to the limitations of Public Contract Code §20142.

(2) County's Project Manager. The person identified by County as its "project manager" for the Project shall have the right to exercise the Assistant CEO/EDA's authority under this Paragraph 7.2.3, but only if and to the extent that such authority is expressly given to such project manager in a writing signed by the Assistant CEO/EDA (and not by a designee of the Assistant CEO/EDA).

(3) Board of Supervisors. Except as otherwise provided in Subparagraph 7.2.3.1 (4), below, if a Contract Adjustment increasing the Contract Price would exceed the limitations of Public Contract Code §20142, then in addition to written authorization by the Assistant CEO/EDA, such Compensable Change shall be performed only if approved by a vote of the Board of Supervisors in accordance with the requirements of Applicable Laws.

(4) Disputed Changes. If a dispute arises between County and Contractor over (a) whether a particular portion of the Work constitutes a Compensable Change or (b) the amount of the Contract Adjustment to which Contractor is entitled on account of a Compensable Change, then, notwithstanding such dispute, the Contractor shall, if ordered to do so in a Construction Change Directive signed by Assistant CEO/EDA, perform the disputed Work without Delay. Such direction by County shall not be interpreted as an agreement or admission by County that the disputed Change constitutes Extra Work or a Compensable Change for which Contractor is entitled to a Contract Adjustment. Compliance by Contractor with such direction shall not be interpreted as a waiver of Contractor's right to a Contract Adjustment if and to the extent that Contractor is entitled to a Contract Adjustment or Claim under the terms of the Contract Documents, including, without limitation, the right of Contractor to recover upon a Claim for the amount of any excess in the event that it is adjudged that the amount of the Contract Adjustment to which Contractor is entitled exceeds the limits of Public Contract Code §20142.

.2 WRITING OF ESSENCE. IT IS OF THE ESSENCE TO THE CONSTRUCTION CONTRACT BETWEEN CONTRACTOR AND COUNTY THAT ALL CHANGES MUST BE AUTHORIZED IN ADVANCE, IN WRITING, AS REQUIRED BY THIS ARTICLE 7. ACCORDINGLY, NO VERBAL DIRECTIONS, COURSE OF CONDUCT BETWEEN THE PARTIES, EXPRESS OR IMPLIED ACCEPTANCE OF CHANGES OR OF THE WORK, OR CLAIM THAT THE COUNTY HAS BEEN UNJUSTLY ENRICHED (WHETHER OR NOT THERE HAS BEEN SUCH ENRICHMENT) SHALL BE THE BASIS FOR A CONTRACT ADJUSTMENT IF CONTRACTOR HAS NOT OBTAINED ADVANCE WRITTEN AUTHORIZATION IN THE MANNER REQUIRED BY THIS ARTICLE 7.

7.3 CHANGE ORDERS

7.3.1 **Purpose.** The purpose of a Change Order is to establish the terms of the County's and Contractor's mutual agreement to a Contract Adjustment.

7.3.2 **Content.** A Change Order is a written instrument, prepared by the County, stating:

.1 a Compensable Change or Deleted Work;

.2 a Compensable Delay or Excusable Delay;

.3 the amount of the Contract Adjustment, if any, to the Contract Price; and/or

.4 the extent of the Contract Adjustment, if any, to the Contract Time.

7.4 UNILATERAL CHANGE ORDERS

7.4.1 **Purpose.** The purpose of a Unilateral Change Order is to establish the County's estimate of a disputed Contract Adjustment.

7.4.2 **Good Faith Determination.** The County's determination in a Unilateral Change Order of a Contract Adjustment shall be based upon a Good Faith Determination by County of the Contract Adjustment that is appropriate under the circumstances and consistent with the terms of the Contract Documents.

7.4.3 **Claim by Contractor.** If Contractor disputes any portion of the County's Good Faith Determination of a Contract Adjustment that is set forth in a Unilateral Change Order, Contractor shall file, within thirty (30) Days after issuance of the Unilateral Change Order by County, a Claim pursuant to Section 4.3, above. The amount of the Contract Adjustment requested in the Claim shall not exceed the difference between the amount (either in terms of dollar amount or number of Days) of the Contract Adjustment requested by Contractor and the amount (either in terms of dollar amount or number of Days) of the Contract Adjustment granted in the Unilateral Change Order. Contractor shall have no reserved right, and hereby waives any such right that may exist under Applicable Laws, to seek in such Claim a Contract Adjustment or recovery that is based upon any amount (either in terms of dollar amount or number of Days) that is in excess of such difference.

7.4.4 **WAIVER BY CONTRACTOR.**

FAILURE BY CONTRACTOR TO SUBMIT A CLAIM PURSUANT TO SECTION 4.3, ABOVE, WITHIN THIRTY (30) DAYS AFTER ISSUANCE OF A UNILATERAL CHANGE ORDER BY COUNTY SHALL, IN ACCORDANCE WITH THE PROVISIONS OF SECTION 4.6 OF THE GENERAL CONDITIONS, CONSTITUTE A WAIVER BY CONTRACTOR OF THE RIGHT TO FURTHER RECOURSE OR RECOVERY BASED ON AN ASSERTION THAT THE AMOUNT OF THE CONTRACT ADJUSTMENT ON ACCOUNT OF THE CHANGE OR DELAY DESCRIBED IN SUCH UNILATERAL CHANGE ORDER SHOULD BE DIFFERENT THAN THE AMOUNT OF THE COUNTY'S GOOD FAITH DETERMINATION OF THE CONTRACT ADJUSTMENT AS SET FORTH IN SUCH UNILATERAL CHANGE ORDER.

7.5 **CONSTRUCTION CHANGE DIRECTIVES**

7.5.1 **Purpose.** The purpose of a Construction Change Directive is to: (1) direct the performance of a Change that does not involve a Contract Adjustment; (2) establish a mutually agreed basis for compensation to Contractor for a Compensable Change under circumstances where performance of the Compensable Change needs to proceed in advance of the County performing a full evaluation of the Contractor's rights relative to a Contract Adjustment; or (3) direct performance of Work or a Change with respect to which there exists a dispute or question regarding the terms of a Contract Adjustment.

7.5.2 **No Contract Adjustment.** A Construction Change Directive that directs the performance of Work or a Change that does not involve a Contract Adjustment to the Contract Price or Contract Time may be authorized by either the Assistant CEO/EDA or the County's project manager and shall be promptly performed by Contractor so as to not cause Delay to any other portion of the Work. A Construction Change Directive directing performance of a Change that does not contain any statement indicating that a Contract Adjustment is requested or required shall be conclusively presumed to be a Change that is not a Compensable Chang and no Contract Adjustment increasing the Contract Price or Contract Time will be made on account thereof.

7.5.3 **Agreed Contract Adjustment.** A Construction Change Directive that contains a complete or partial agreement by the County and Contractor with respect to the Contractor's right to, or the amount of, a Contract Adjustment shall be authorized in accordance with, conform to the requirements of and be binding upon County and Contractor as provided for in, this Paragraph 7.5.3.

.1 **Complete Agreement.** Each Construction Change Directive involving a Compensable Change or Deleted Work with respect to which there is complete agreement on the terms of the Contract Adjustment shall comply with the following:

(1) **Statement of Agreement.** A statement shall be included that the County and Contractor are in agreement on all of the terms of the Contract Adjustment related to performance of such Compensable Change and set forth a full description of the terms of the Contract Adjustment, including, without limitation, its effect on the Contract Price and Contract Time.

(2) **Legal Effect.**

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(a) Upon Contractor.

THE AGREED TERMS OF THE CONTRACT ADJUSTMENT WITH RESPECT TO WHICH THERE IS A STATEMENT OF FULL AGREEMENT ON THE TERMS OF THE CONTRACT ADJUSTMENT FOR A CHANGE IN THE WORK SHALL BE FINAL AND BINDING UPON CONTRACTOR. ANY RIGHT OR CLAIM BY CONTRACTOR FOR ANY ADDITIONAL COMPENSATION OR EXTENSION OF TIME RELATING DIRECTLY OR INDIRECTLY TO SUCH CHANGE SHALL BE CONCLUSIVELY DEEMED WAIVED BY CONTRACTOR, EVEN IF THE CIRCUMSTANCES GIVING RISE TO SUCH ADDITIONAL COMPENSATION OR EXTENSION OF TIME WERE NOT SUSPECTED BY OR KNOWN TO THE CONTRACTOR AT THE TIME OF EXECUTION OF THE CONSTRUCTION CHANGE DIRECTIVE AND IF SUSPECTED OR KNOWN WOULD HAVE BEEN CONSIDERED BY CONTRACTOR TO HAVE BEEN MATERIAL TO CONTRACTOR'S AGREEMENT TO THE CONTRACT ADJUSTMENT SET FORTH IN THE CONSTRUCTION CHANGE DIRECTIVE.

(b) Upon County. In recognition of the fact that Construction Change Directives may be issued under circumstances in which the County may not have had the access to pertinent information required for the County to fully evaluate the circumstances giving rise to the Change, it is agreed that neither the issuance nor execution of, nor any statement contained in, nor any course of conduct in connection with, a Construction Change Directive (including, without limitation, a Construction Change Directive that constitutes a full agreement by County and Contractor on the terms of a Contract Adjustment) shall be interpreted as a waiver, release or settlement of any of County's rights relating to the subject matter of the Construction Change Directive, or as creating or implying any right of Contractor to a Contract Adjustment, if it is found by County upon further investigation that circumstances existed, not known to County at the time of executing the Construction Change Directive, demonstrating that the Contractor was not in fact entitled to a Contract Adjustment or was entitled to a Contract Adjustment on different terms than those agreed to in the Construction Change Directive.

.2 Partial Agreement. Each Construction Change Directive involving a Compensable Change or Deleted Work with respect to which there is only agreement on a portion of the terms of a Contract Adjustment shall comply with the following:

(1) Agreed Terms. The Construction Change Directive shall state those terms of the Contract Adjustment as to which there is agreement.

(a) Legal Effect. Except to the extent of any additional open (i.e., non-agreed) terms stated or reserved in the Construction Change Directive, such agreement shall have the same legal effect set forth in Subparagraph 7.5.3.1 (2), above.

(b) Time and Materials. In the event that County and Contractor agree in the Construction Change Directive to the "time and materials" method of calculation set forth in Subparagraph 7.7.1.1 (4), below, but do not agree upon a maximum price, then the total cost to County for the Work covered by the Construction Change Directive shall under no circumstances exceed a price that is reasonable, competitive and fair to County given the amount and type of Work involved and the circumstances under which the Compensable Change is performed.

(2) Open Terms. The Construction Change Directive shall state those terms of the Contract Adjustment that are "open" or "disputed"; meaning those terms as to which the County and Contractor did not reach agreement.

(a) ROM Estimate. If such open terms involve the amount of the Contract Adjustment to the Contract Price or Contract Time on account of a Compensable Change, then the Construction Change Directive shall also include a Reasonable Order of Magnitude Estimate prepared by Contractor, or prepared by County and acknowledged in writing as accepted by Contractor, of the probable amount of the Contract Adjustment to the Contract Price and Contract Time associated with performance of the Compensable Change.

(b) Legal Effect. A Reasonable Order of Magnitude Estimate constitutes neither (i) a guarantee by Contractor that the amount of the Contract Adjustment to the Contract Price or Contract Time that may be associated with the Compensable Change or Deleted Work covered by such Construction Change

Directive may not exceed the Reasonable Order of Magnitude Estimate nor (ii) authorization or agreement by County to a Contract Adjustment based on the amounts set forth in such Reasonable Order of Magnitude Estimate.

(c) Time and Materials. If County and Contractor state in the Construction Change Directive an agreement that the Contractor is entitled to a Contract Adjustment to the Contract Price on account of a Compensable Change, but do not state therein an agreement upon the method of calculation to be used for the Contract Adjustment from among the optional methods of calculation set forth in Paragraph 7.7.1, below, and if the County nonetheless directs Contractor to perform the Compensable Change pending future agreement on the amount of the Contract Adjustment, then it shall be conclusively presumed that County and Contractor have agreed that such Compensable Change shall be performed and compensated based upon the "time and materials" method of calculation set forth in Subparagraph 7.7.1.1 (4), below, and that the total Contract Adjustment for performance thereof shall under no circumstances exceed a price that is reasonable, competitive and fair to County given the amount and type of Work involved and the circumstances under which the Compensable Change is performed.

7.5.4 **Disputed Contract Adjustment.** Each Construction Change Directive involving a Contract Adjustment with respect to which there is a dispute or partial agreement shall, if Contractor is ordered to do so in a Construction Change Directive signed by the Assistant CEO/EDA, be performed by Contractor without Delay. Except as otherwise provided elsewhere in this Section 7.5, with respect to any open terms as to which the County and Contractor have not reached agreement both County and Contractor shall be deemed to have reserved their respective rights and defenses.

7.5.5 **Other Notices.** With respect to any Contract Adjustment or portion of a Contract Adjustment that is not fully resolved in a Construction Change Directive, neither issuance nor execution of such Construction Change Directive shall be interpreted as relieving Contractor of its obligation to comply with the requirements of these General Conditions relative to timely submission of notices required by the Contract Documents, including, without limitation, Notice of Change, Change Order Request, Notice of Delay or Request for Extension.

7.6 PROCEDURES

7.6.1 Notice of Change.

.1 Submission. Contractor shall submit a written Notice of Change to County if any instruction, request, drawing, specification, action, condition, omission, default or other circumstance occurs that constitutes a Compensable Change, Deleted Work, Compensable Delay or other matter that may involve or require a Contract Adjustment (additive or deductive). Such notice shall be provided prior to commencement of performance of the Work affected and no later than three (3) working days after the Discovery Date of such circumstance.

.2 Form. Notices of Change shall be provided using forms furnished by County or, if requested by County, using forms furnished by Contractor that are approved by County. Failure by County to request or approve a particular form shall not relieve Contractor of its obligation to provide a Notice of Change in a written form that complies with the requirements specified in Subparagraph 7.6.1.3, below.

.3 Content. Each Notice of Change in order to be considered complete shall include:

(1) a general statement of the circumstances giving rise to the Notice of Change (including, without limitation, identification of any related Construction Change Directive);

(2) a Reasonable Order of Magnitude Estimate by Contractor of any related Contract Adjustments (additive and deductive) to the Contract Price; and,

(3) if such circumstances involve a right to adjustment of the Contract Time due to Compensable Delay or Excusable Delay that has not been waived pursuant to Subparagraph 8.2.2.4, below, or Subparagraph 8.2.3.4, below, Contractor shall include, if not previously provided, a complete and timely Notice of Delay.

.4 WAIVER BY CONTRACTOR.

FAILURE BY CONTRACTOR TO PROVIDE A COMPLETE AND TIMELY NOTICE OF CHANGE UNDER CIRCUMSTANCES WHERE A NOTICE OF CHANGE INVOLVING A CHANGE IS REQUIRED BY THIS PARAGRAPH 7.6.1 SHALL, IN ACCORDANCE WITH THE PROVISIONS OF SECTION 4.6 OF THE GENERAL CONDITIONS, CONSTITUTE A WAIVER BY CONTRACTOR OF THE RIGHT TO A CONTRACT ADJUSTMENT ON ACCOUNT OF SUCH CIRCUMSTANCES AND A WAIVER OF ANY RIGHT TO FURTHER RECOURSE OR RECOVERY BY REASON OF OR RELATED TO SUCH CHANGE.

.5 Deductive Adjustments. Failure by Contractor to submit a timely or proper Notice of Change under circumstances in which a Notice of Change is required shall in no way affect County's right to any deductive Contract Adjustment on account of such circumstances.

7.6.2 **Change Order Request.**

.1 Submission. With respect to any matter that may involve or require a Contract Adjustment (additive or deductive) of the Contract Price, Contractor shall, within fourteen (14) Days after receipt by the County of a Notice of Change pursuant to Paragraph 7.6.1, above, submit to the County a written Change Order Request.

.2 Form. Change Order Requests shall be provided using forms furnished by County or, if requested by County, using forms furnished by Contractor that are approved by County. Failure by County to request or approve a particular form shall not relieve Contractor of its obligation to provide a Change Order Request in a written form that complies with the requirements stated in Subparagraph 7.6.2.3, below.

.3 Content. Each Change Order Request in order to be considered complete shall include:

(1) a detailed description of the circumstances for the Compensable Change, Deleted Work or Compensable Delay;

(2) a complete, itemized cost breakdown (additive and deductive) of the Allowable Costs that form the basis for the Contractor's request for Contract Adjustment, including: (a) if the pricing is based on time and materials charges, all of Contractor's and each Subcontractor's Allowable Costs (including, without limitation, quantities, hours, unit prices, and rates) and Allowable Markups and (b) if the pricing is in the form of a lump sum price a detailed breakdown of the lump sum price into its component and individual items of Allowable Costs and Allowable Markup; and

(3) if such circumstances involve a right to a Contract Adjustment of the Contract Time due to Compensable Delay or Excusable Delay that has not been waived pursuant to Subparagraph 8.2.2.4, below, or Subparagraph 8.2.3.4, below, Contractor shall include, if not previously provided, a complete and timely Request for Extension.

.4 WAIVER BY CONTRACTOR.

FAILURE BY CONTRACTOR TO PROVIDE A COMPLETE AND TIMELY CHANGE ORDER REQUEST UNDER CIRCUMSTANCES WHERE A CHANGE ORDER REQUEST INVOLVING A CHANGE IS REQUIRED BY THIS PARAGRAPH 7.6.2 SHALL, IN ACCORDANCE WITH THE PROVISIONS OF SECTION 4.6 OF THE GENERAL CONDITIONS, CONSTITUTE A WAIVER BY CONTRACTOR OF THE RIGHT TO A CONTRACT ADJUSTMENT ON ACCOUNT OF SUCH CIRCUMSTANCES AND A WAIVER OF ANY RIGHT TO FURTHER RECOURSE OR RECOVERY BY REASON OF OR RELATED TO SUCH CHANGE.

.5 Deductive Adjustments. Failure by Contractor to submit a timely or proper Change Order Request under circumstances in which a Change Order Request is required shall in no way affect County's right to any deductive Contract Adjustment on account of such circumstances.

7.6.3 **Formal Notice of Essence.** Contractor recognizes and acknowledges that timely submission of a formal Notice of Change and Change Order Request, whether or not the circumstances of the Change may be known to the County or available to County through other means, is not a mere formality but is of crucial importance to the ability of County to promptly identify, prioritize, evaluate and mitigate the potential effects of Changes. Any form of informal notice, whether verbal or written (including, without limitation, statements in Requests for Information,

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statements at regular job meetings or entries on monthly reports, daily logs or job meeting minutes), that does not strictly comply with the formal requirements of Paragraph 7.6.1, above, and Paragraph 7.6.2, above, shall therefore be insufficient.

7.7 **PRICING**

7.7.1 **Basis of Calculation.**

.1 Changes Not Involving Time. Contract Adjustments to the Contract Price on account of Compensable Changes or Deleted Work, other than Contract Adjustments to the Contract Price for Compensable Delay, shall be calculated according to one of the following methods:

(1) Lump Sum. By mutual acceptance of a lump sum proposal from Contractor based solely on Allowable Costs and Allowable Markups, that is properly itemized and supported by sufficient substantiating data to permit evaluation.

(2) Unit Prices. By the unit prices set forth in the Construction Contract or such other unit prices as are subsequently and mutually agreed to in writing between the County and Contractor, with no amount added thereto for Allowable Markups.

(3) Estimating Guides. For Compensable Changes with respect to which County elects to make a unilateral and final determination pursuant to Paragraph 7.7.11, below, by the sum of all the following:

(a) Materials. The reasonable value of materials and equipment documented as having been actually incorporated into the Work, which reasonable value may be less but shall never be more than Contractor's actual Allowable Costs therefor.

(b) Labor. An estimate of the reasonable costs of labor, installation and other services using the lower of the estimated prices for the locale of the Project (or if prices are not reported for the locale of the Project, the estimated prices that are reported for the region in which the Project is located) as reported in following recognized estimating guides: (i) R. S. Means Company, Inc. Building Construction Cost Data, Western Region - Latest Edition, P.O. Box 800 Kingston, MA 02364-800; or (ii) Lee Saylor, Inc. Current Construction Costs - Latest Edition, 9420 Topanga Canyon Boulevard, Woodland Hills, CA 91311.

(c) Allowable Markup. The amount that results when the applicable Allowable Markup is applied to the sum of the amounts derived from preceding Clauses (a) and (b) of this Subparagraph 7.7.1.1 (3).

(4) Time and Materials.

(a) Compensable Changes.

(i) Contract Adjustment. With respect to Compensable Changes, if none of the methods provided for in Subparagraphs 7.7.1.1 (1) through 7.7.1.1 (3), above, is applicable, then the additive amount increasing the Contract Price shall be calculated by taking (A) the total of the reasonable expenditures by Contractor and its Subcontractors, documented in the manner required by Paragraph 7.7.2, below, for Allowable Costs that are actually and directly incurred and paid in the performance of the Compensable Change, not to exceed for any Compensable Change a price that is reasonable, competitive and fair to County given the amount and type of Work involved and the circumstances under which the Compensable Change is performed, and (B) adding thereto the amount which results when the applicable Allowable Markups are applied to such total specified in preceding Clause (A) of this Subparagraph 7.7.1.1 (4) (a) (1).

(ii) T & M/Guaranteed Maximums. A Contract Adjustment that is calculated pursuant to this Subparagraph 7.7.1.1 (4) shall be subject to a not-to-exceed or guaranteed maximum price if such not-to-exceed or guaranteed maximum price has been mutually agreed upon between County and Contractor.

(iii) **Lump Sum Options.** If Contractor has reason to believe that a lump sum or unit price for a Subcontractor's performance of a portion of Extra Work authorized to be performed on a time and materials basis is available and Contractor has reason to believe such price is lower than the price that would be charged by the Subcontractor pursuant to the foregoing time and materials calculation, then Contractor has an obligation to inform County of that fact (along with the provision to the County of a complete itemized breakdown in accordance with Subparagraph 7.6.2.3(2), above) so as to afford County the opportunity, on a fully informed basis as to the component Allowable Costs and Allowable Markups that comprise such price, to avail itself of such favorable pricing.

(b) **Deleted Work**. With respect to Deleted Work (whether or not the Deleted Work involves a related Compensable Change as described in Paragraph 7.7.8, below), if none of the methods provided for in Subparagraphs 7.7.1.1 (1) through 7.7.1.1 (3), above, is applicable, then, in addition to the reduction, if any, that may be due to Owner pursuant to Subparagraph 8.2.6.2, below, (pertaining to Contract Adjustments shortening the Contract Time due to Deleted Work) and any additional reductions or credits to which County may be entitled under Paragraph 7.7.5, below, the Contract Price shall be reduced by the greater of either:

(i) the value assigned to the Deleted Work in the Schedule of Values attached to the Construction Contract, inclusive of all estimated markups by Contractor and any Subcontractor for overhead and profit set forth in the Schedule of Values (or, if insufficient detailed information on costs, overhead and profit for the Deleted Work is explicitly assigned in the Schedule of Values, as derived from the cost, bidding and/or estimating information that formed the basis for the establishment of the values set forth in such Schedule of Values); or

(ii) a reasonable estimate of the value of the Deleted Work (inclusive of all costs, overhead and profit) as of the date that the Construction Contract was executed by County and Contractor.

.2 **Changes Involving Time.** Contract Adjustments that are based on an extension of the Contract Time for Compensable Delay or a shortening of the Contract Time due to Deleted Work shall be calculated in the manner stated in the provisions of Section 3.3 of the Construction Contract and Article 8, below. Contract Adjustments that are based on an acceleration in performance of the Work that is ordered by County in writing to overcome a Compensable Delay for which the Contractor is entitled to an extension of the Contract Time that has been properly requested and is not granted by County due to a County decision to accelerate rather than extend the Contract Time shall be calculated in the manner stated in the provisions of Article 8, below.

7.7.2 **Time and Materials Documentation.** Without limitation to any other provisions of the Contract Documents, Contractor's right to reimbursement of Allowable Costs incurred by Contractor or Subcontractors in the performance of a Compensable Change for which the Contract Adjustment is calculated pursuant to the time and materials method set forth in Subparagraph 7.7.1.1 (4), above, shall be conditioned on Contractor's compliance with the following conditions with respect to documentation of the Extra Work that is involved in the performance of the Compensable Change:

.1 **Labor.** At the close of each Day on which such Extra Work is performed, Contractor shall submit to County and, if requested, to the Inspector of Record, an Extra Work report, on forms provided by County, that sets forth with respect to each and all of the actual hours spent in performance of the Extra Work on the Day that the Extra Work was performed the following: the names of the workers, their classifications, hours worked and hourly rates. Such forms shall include a written certification by Contractor's project manager or superintendent at the time of submission that the information contained therein is complete and accurate.

.2 **Materials, Equipment.** At the close of each Day on which such Extra Work is performed, Contractor shall submit to County and, if requested, to the Inspector of Record, an Extra Work report, on forms provided by County, that sets forth with respect to each and all of the materials and equipment used or consumed in the performance of the Extra Work on the Day that the Extra Work was performed, the following: a list of the materials and equipment, prices or rates charged, in the case of equipment a description of the type of equipment, identification number, and hours of operation (including loading and transportation), and copies of delivery tickets, invoices or other documentation confirmatory of the foregoing.

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.3 **Other Expenditures.** At the close of each Day on which such Extra Work is performed, Contractor shall submit to County and, if requested, to the Inspector of Record, an Extra Work report, on forms provided by County, that sets forth a list of other expenditures constituting Allowable Costs incurred in performance of the Extra Work on the Day that the Extra Work was performed, along with documentation verifying the amounts thereof in such detail as County may require.

.4 **Subsequent Documentation.** Documentation not available on any Day that a portion of the Extra Work is performed shall be submitted as soon as they are available but not later than twenty-one (21) Days after the earlier of the Day of delivery or incorporation of the particular item of Extra Work at the Site.

.5 **Subcontractor Costs.** Extra Work performed by Subcontractors on a time and materials basis shall documented in the same manner as required of Contractor under this Paragraph 7.7.2. If Owner approves of a lump sum price for a Subcontractor's performance of Extra Work, then Contractor shall submit in lieu of the documentation otherwise required by this Subparagraph 7.7.2.5, such documentation as may be requested by Owner confirming the Extra Work performed on any given Day.

.6 **Authentication.** In addition to the foregoing, County may require that Contractor comply with other reasonable requirements pertaining to observation and verification of time and materials work and authentication of time and materials tickets and invoices by persons designated by County for such purpose.

.7 **WAIVER BY CONTRACTOR.**

THE FAILURE OF CONTRACTOR TO SUBMIT AUTHENTICATION OF COSTS IN THE MANNER REQUIRED BY THIS PARAGRAPH 7.7.2 SHALL, IF COUNTY ELECTS IN ITS REASONABLE DISCRETION TO TREAT IT AS SUCH, CONSTITUTE A WAIVER BY CONTRACTOR OF ANY RIGHT TO A CONTRACT ADJUSTMENT FOR THE ALLOWABLE COSTS INCURRED FOR PERFORMANCE OF THAT PORTION OF THE EXTRA WORK FOR WHICH CONTRACTOR HAS FAILED TO PROVIDE SUCH AUTHENTICATION.

7.7.3 **Allowable Costs.** The term "Allowable Costs" (1) means the costs that are listed in this Paragraph 7.7.3 and (2) excludes costs that do not constitute Allowable Costs under Paragraph 7.7.4, below:

.1 **Labor.** Straight-time wages and, if specifically authorized by County in writing, overtime wages for employees employed at the Site, including wages for employees of Subcontractors performing engineering or fabrication detailing at locations other that at the Site. The use of a labor classification which would increase the Allowable Costs for Extra Work will not be permitted unless Contractor establishes the necessity for the use of such labor classification. Overtime wages and salaries shall only constitute an Allowable Cost to the extent permitted by the Contract Documents and only as specifically authorized by County in writing setting forth the amount of overtime anticipated, which amount shall be deemed the maximum amount of overtime reimbursable as an Allowable Cost. As part of the Allowable Costs permitted by this Subparagraph 7.7.3.1, Contractor shall be entitled to be reimbursed wages paid to a "time and materials clerk" employed by Contractor to track and document Compensable Changes that are authorized or permitted to be performed on a time and materials basis pursuant to Subparagraph 7.7.1.1 (4), above, provided that the time expended by such employee is verified by contemporaneously maintained time sheets maintained by such clerk showing the actual time spent tracking and documenting the performance of Compensable Changes separately from other tasks or functions performed by such clerk.

.2 **Benefits.** To the extent based on wages reimbursable under Subparagraph 7.7.3.1, above, net actual employer costs of payroll taxes (FICA, Medicare, SUTA, FUTA), insurance (as adjusted for experience modifiers, premium discounts, dividends, rebates, expense constants, assigned risk pool costs, net cost reductions due to policies with deductibles for self-insured losses, assigned risk rebates, or the like), health and welfare, pension, vacation, apprenticeship funds and benefits required by lawful collective bargaining agreements.

.3 **Materials.** Costs of materials used or consumed in the Work. Such costs for Extra Work shall be at a price that is competitive to the price charged for similar materials delivered within the general vicinity of the Site by other subcontractors, suppliers, manufacturers and distributors. The cost for any such item that is not new shall mean "fair market value" based on the estimated price a reasonable purchaser would pay to purchase the used material at the time it was used or consumed for the Work, which fair market value must be declared by Contractor and approved by County prior to such use or consumption.

.4 **Taxes.** Sales taxes on the costs of the materials described in Subparagraph 7.7.3.3, above.

.5 **Equipment Rental.** Rental charges for necessary machinery and equipment, exclusive of hand tools, whether rented from Contractor or others. No charge shall be allowed or credit required for items which have a replacement value of One Hundred Dollars ($100) or less. The allowable rental rates shall include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, loading, transportation, repairs and maintenance of any kind, depreciation, storage, insurance and all incidentals. If equipment used for Extra Work is used intermittently and, when not in use, could be returned to its rental source at less expense to County than holding it at the Site, it shall be returned, unless Contractor elects to keep it at the Site at no expense to County. Under no circumstances shall the aggregate rentals chargeable for any item of equipment exceed the following percentages of the fair market value of the item at the time of its first use for the Work, which fair market value must be declared by Contractor and approved by County prior to the first use of such item in or for the Work: (1) if the item is owned by the Contractor or any company affiliated with Contractor, the aggregate rentals shall not exceed 75% of such fair market value; and (2) if the item is not owned by the Contractor or any company affiliated with Contractor, the aggregate rentals shall not exceed 100% of such fair market value. All equipment shall be acceptable to County, in good working condition, and suitable for the purpose for which it is to be used. Manufacturer's ratings and manufacturer's approved modifications shall be used to classify equipment, and it shall be powered by a unit of at least the minimum rating recommended by the manufacturer. The cost of major repairs or overhauls of rented equipment or machinery shall be deemed a cost of business of the lessor of such equipment or machinery and shall not be reimbursable as an Allowable Cost.

.6 **Subcontractors.** Payments made by Contractor to Subcontractors; provided, however, that: (1) such payments are not otherwise precluded from reimbursement by the terms of the Contract Documents; (2) such payments are for Work performed in accordance with the requirements of the Contract Documents; (3) such payments are for amounts properly due and owing by Contractor under the terms of the governing contract between Contractor and such Subcontractor; and (4) in the case of payments for extra work performed by a Subcontractor pursuant to a change order executed between Contractor and a Subcontractor the change order was executed under circumstances in which the Subcontractor was entitled under the terms of its contract with Contractor to receive the amount of additional compensation agreed to in the change order.

.7 **Royalties, Permits.** Costs of royalties and permits.

.8 **Bonds.** Costs of bonds required to be furnished by Contractor (not Subcontractors) under the terms of the Contract Documents; provided, however, that such additional costs chargeable for Extra Work or credited for Deleted Work shall not exceed two percent (2%) of the costs described in Subparagraphs 7.7.3.1 through 7.7.3.7, above.

7.7.4 **Costs Not Allowed.** Allowable Costs shall not include any of the costs associated with any of the following (whether incurred by Contractor or a Subcontractor):

.1 superintendent(s);

.2 assistant superintendent(s);

.3 project engineer(s);

.4 project manager(s);

.5 scheduler(s);

.6 estimator(s);

.7 drafting or detailing (except as otherwise permitted by Paragraph 7.7.3.1, above)

.8 vehicles not dedicated solely to the performance of the Work;

.9 small tools with a replacement value not exceeding One Hundred Dollars ($100);

.10 office expenses, including staff, materials and supplies;

.11 on-Site and off-Site trailer and storage rental and expenses;

.12 Site fencing not added solely due to the performance of Extra Work;

.13 utilities, including gas, electric, sewer, water, telephone, telefax and copier equipment;

.14 computer and data-processing personnel, equipment and software;

.15 federal, state or local business, income and franchise taxes;

.16 insurance (including, without limitation, general liability, automobile and worker's compensation);

.17 without limitation to Contractor's right to liquidated damages under Section 3.3 of the Construction Contract, Losses, of any kind, incurred by Contractor or a Subcontractor, of any Tier, that arise from or relate to Delay (including Excusable Delay, Compensable Delay or Unexcused Delay) or acceleration to overcome the effects of such Delay; and

.18 costs and expenses of any kind or item not specifically and expressly included in Paragraph 7.7.3, above.

7.7.5 **Allowable Markups.** Allowable Markups consist of the percentages set forth provided for by this Paragraph 7.7.5. Allowable Markups are deemed to cover, without limitation, the following: (1) direct and indirect overhead (including, without limitation, consumables, small tools and cleanup) and profit of the Contractor; (2) direct and indirect overhead (including, without limitation, consumables, small tools and cleanup) and profit of the Subcontractors, of every Tier; and (3) all costs that are not reimbursable to Contractor under Paragraph 7.7.4, above. Subject to the exclusions and limitations set forth in Paragraph 7.7.7, below, or elsewhere in the Contract Documents, Allowable Markups include and are limited to the following:

.1 Self-Performed Work

(1) Compensable Change. With respect to all or that portion of a Compensable Change involving Self-Performed Work, the Allowable Markup to Contractor shall be not more than five percent (5%), which percentage shall for purposes of calculating the Contract Adjustment be multiplied times the Allowable Costs incurred by Contractor in the performance thereof, including, without limitation, Allowable Costs for materials or equipment purchased by Contractor from a first-Tier Subcontractor that is not an Installation Subcontractor.

(2) Deleted Work. With respect to all or that portion of Deleted Work involving Self-Performed Work, County shall be entitled to a credit equal to five percent (5%) of the amount of the credit for the savings to Contractor for the Self-Performed Work as calculated pursuant to Subparagraph 7.7.1.1 (4), (b), above.

.2 Installation Subcontractors (First-Tier)

(1) Compensable Change. With respect to all or that portion of a Compensable Change that is performed by a first-Tier Installation Subcontractor, the Allowable Markups to the first-Tier Installation Subcontractor and the Contractor shall be as follows:

(a) The Allowable Markup to the first-Tier Installation Subcontractor shall be not more than fifteen percent (15%), which percentage shall for purposes of calculating the Contract Adjustment be multiplied times the Allowable Costs incurred by such first-Tier Installation Subcontractor in the performance of such Compensable Change.

(b) The Allowable Markup to Contractor shall be five percent (5%), which percentage shall for purposes of calculating the Contract Adjustment be multiplied times the sum of (i) the Allowable

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Costs incurred by such first-Tier Subcontractor in the performance of such Compensable Change and (ii) the amount which results when the Allowable Markups thereon that are permitted pursuant to preceding Clause (a) of this Subparagraph 7.7.5.2 (1) are multiplied times such Allowable Costs.

(2) Deleted Work. With respect to all or that portion of Deleted Work that was to have been performed by a first-Tier Installation Subcontractor, the Contract Price shall be reduced as provided in Subparagraph 7.7.1.1 (4), (b), above. In addition, a credit shall be due from Contractor of five percent (5%) of the amount of the total credit due pursuant to Subparagraph 7.7.1.1 (4), (b), above.

.3 Installation Subcontractors (Second-Tier)

(1) Compensable Change. With respect to all or that portion of a Compensable Change that is performed by a second-Tier Installation Subcontractor, the Allowable Markups to such second-Tier Installation Subcontractor, to the first-Tier Installation Subcontractor that is above and in the same vertical contractual line of Tiers with such second-Tier Installation Subcontractor and to the Contractor, shall be as follows:

(a) The Allowable Markup to the second-Tier Installation Subcontractor shall be not more than five percent (5%), which percentage shall for purposes of calculating the Contract Adjustment be multiplied times the Allowable Costs incurred by such second-Tier Installation Subcontractor in the performance of such Compensable Change.

(b) The Allowable Markup to the first-Tier Installation Subcontractor that is above and in the same vertical contractual line of Tiers with such second-Tier Installation Subcontractor shall be not more than fifteen percent (15%), which percentage shall for purposes of calculating the Contract Adjustment be multiplied times the sum of (i) the Allowable Costs incurred by such second-Tier Installation Subcontractor in the performance of such Compensable Change and (ii) the amount which results when the Allowable Markups thereon pursuant to preceding Clause (a) of this Subparagraph 7.7.5.3 (1) are multiplied times such Allowable Costs.

(c) The Allowable Markup to Contractor shall be five percent (5%), which percentage shall for purposes of calculating the Contract Adjustment be multiplied times the sum of (i) the Allowable Costs incurred by the second-Tier Installation Subcontractor in the performance of such Compensable Change and (ii) the amounts which result when the Allowable Markups thereon that are permitted pursuant to Clauses (a) and (b) of this Subparagraph 7.7.5.3 (1) are multiplied times such Allowable Costs.

(2) Deleted Work. With respect to all or that portion of Deleted Work that was to have been performed by a second-Tier Installation Subcontractor, the Contract Price shall be reduced as provided in Subparagraph 7.7.1.1 (4), (b), above. In addition, a credit shall be due from Contractor of five percent (5%) of the amount of the total credit due pursuant to Subparagraph 7.7.1.1 (4), (b), above.

.4 Other Subcontractors.

(1) Compensable Changes: With respect to any other Subcontractor, of any Tier, performing all or a portion of a Compensable Change who is not an Installation Subcontractor or who is an Installation Subcontractor below the second-Tier, the following shall apply:

(a) No markup shall be allowed to such other Subcontractor.

(b) The Subcontractor that is positioned in the Tier immediately above such other Subcontractor shall be entitled to an Allowable Markup of not more than five percent (5%) upon the Allowable Costs incurred by such other Subcontractor in the performance thereof.

(c) No other Allowable Markup by any Subcontractor of any Tier above such other Subcontractor shall be permitted.

(d) Contractor shall be entitled to an Allowable Markup of five percent (5%) of the sum of (i) the Allowable Costs of such other Subcontractor incurred in the performance of such Compensable

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Change and (ii) the amount which results when the Allowable Markup permitted by Clause (b) of this Subparagraph 7.7.5.4 (1) is multiplied times such Allowable Costs.

(2) Deleted Work. With respect to all or that portion of Deleted Work that was to have been performed by such other Subcontractor who is not an Installation Subcontractor or who is an Installation Subcontractor below the second-Tier, the Contract Price shall be reduced as provided in Subparagraph 7.7.1.1 (4), (b), above. In addition, a credit shall be due from Contractor of five percent (5%) of the amount of the total credit due pursuant to Subparagraph 7.7.1.1 (4), (b), above.

7.7.6 **Review of Markups.** It is Contractor's responsibility to review information submitted by Subcontractors to ensure that all markups comply with the requirements of the Contract Documents. Payment by the County of markups that exceed Allowable Markups shall not be considered as a waiver by County of the right to require repayment by Contractor of any markup charged that is in excess of Allowable Markups and such excess amounts shall be promptly paid by Contractor to County.

7.7.7 **Exclusions and Limitations.** Allowable Markups are not permitted:

.1 on agreed unit prices;

.2 on materials, products or equipment furnished by County;

.3 on liquidated damages payable to Contractor pursuant to Section 3.3 of the Construction Contract for Compensable Delay;

.4 to a Subcontractor who contracts to perform a Compensable Change that is in fact wholly performed by another Subcontractor (for purposes of this Paragraph 7.7.7, "wholly performed" means that all of the Compensable Change, other than supervision or minor labor or materials, are furnished by such other Subcontractor); or

.5 on any cost or compensation with respect to which the Contract Documents state that there shall be "no Allowable Markup", "no markup for overhead and profit" or words of similar meaning.

7.7.8 **Net Calculations.** If any one Change or collection of Changes in the same or related portions of the Work, or in multiple portions of Work covered by a single bulletin or instruction by County, involve both Compensable Change and Deleted Work, and if the added Allowable Costs resulting from the Compensable Change exceed the reduction calculated in accordance with Subparagraph 7.7.1.1 (4), (b), above, (excluding any Allowable Markup to the Contractor) then the calculation of Allowable Markups to Contractor shall be based on and limited to the resulting net increase in the Allowable Costs.

7.7.9 **Unit Prices.** Unless otherwise stated in the Contract Documents, unit prices stated in the Contract Documents or subsequently agreed upon by County and Contractor shall be deemed to include and encompass all costs of performance, overhead and profit, including, without limitation, all Allowable Costs and Allowable Markups. If the unit price stated in the Contract Documents is based on an estimated quantity established by County in the Construction Contract and the actual quantity of such unit-priced item varies by more than 25% above or below the estimated quantity, an equitable adjustment in the Contract Price shall be made upon demand of either County or Contractor. Such equitable adjustment shall be based solely upon any increase or decrease in Allowable Costs (without any Allowable Markups), due solely to the variation above 125% or below 75% of the estimated quantity.

7.7.10 **Discounts.** For purposes of determining Allowable Costs of a Compensable Change, all trade discounts, rebates, refunds, and returns from the sale of surplus materials and equipment shall accrue and be credited to County, and Contractor shall take all necessary steps to ensure that such discounts, rebates, refunds, and returns are secured.

7.7.11 **Prompt Pricing.** It is fundamental to the County's objective of controlling costs that performance of Compensable Changes on a time and materials basis of compensation and without a not-to-exceed price be curtailed. Contractor recognizes that prompt pricing by Contractor is critical to this objective. Accordingly, in addition to and without limitation on any of the County's other rights or remedies, including, without limitation, its right to enforce a

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waiver under Subparagraph 7.6.2.4, above, it is agreed that if Contractor fails to timely submit a complete Change Order Request in accordance with Paragraph 7.6.2, above, with respect to any circumstance, event or occurrence constituting a Compensable Change then: (1) any Delay to the performance of the Work associated with the performance, delayed performance or nonperformance of such Compensable Change shall be conclusively deemed to be an Unexcused Delay; and (2) the County shall have the option, exercised in its sole discretion, to unilaterally fix and determine the amount of the Contract Adjustment to the Contract Price for such Compensable Change based on the "estimating guide" method set forth in Subparagraph 7.7.1.1 (3), above, which determination shall be conclusively final and binding upon Contractor.

7.7.12 **Final Payment.** No Claim by Contractor for a Contract Adjustment shall be allowed if asserted after Final Payment.

7.7.13 **Full Resolution.** Except as otherwise stated in Paragraph 7.7.14, below, the signing of a Change Order by Contractor and the County shall be conclusively deemed to be a full resolution, settlement and accord and satisfaction with respect to any and all Loss and Delay, whether known or unknown at the time of execution of the Change Order, related to the subject matter of the Change Order, including, without limitation, all rights to recovery of costs, expenses or damages for delay, disruption, hindrance, interference, extended or extraordinary (direct and indirect) overhead, multiplicity of changes, loss of productivity, labor, wage or material cost escalations, inefficiency, legal expenses, consultant costs, interest, lost profits or revenue, bond and insurance costs, changes in taxes and other similar and related Losses. The foregoing provisions of this Paragraph 7.7.13 shall, whether or not they are expressly stated or referenced on the face of a Change Order, be deemed to be part of the terms of the Change Order and shall be deemed to supersede and govern over any other provision contained in any proposal, estimate or other documents attached to or referenced in such Change Order that conflicts with the provisions of this Paragraph 7.7.13. **ANY RIGHT OR CLAIM BY CONTRACTOR FOR ANY ADDITIONAL COMPENSATION OR EXTENSION OF TIME RELATING DIRECTLY OR INDIRECTLY TO A COMPENSABLE CHANGE DESCRIBED IN A FULLY EXECUTED CHANGE ORDER SHALL BE CONCLUSIVELY DEEMED WAIVED BY CONTRACTOR, EVEN IF THE CIRCUMSTANCES GIVING RISE TO SUCH ADDITIONAL COMPENSATION OR EXTENSION OF TIME WERE NOT SUSPECTED BY OR KNOWN TO THE CONTRACTOR AT THE TIME OF EXECUTION OF THE CONSTRUCTION CHANGE DIRECTIVE AND IF SUSPECTED OR KNOWN WOULD HAVE BEEN CONSIDERED BY CONTRACTOR TO HAVE BEEN MATERIAL TO CONTRACTOR'S AGREEMENT TO THE CONTRACT ADJUSTMENT SET FORTH IN THE CHANGE ORDER.**

7.7.14 **Reserved Rights.** Change Orders shall be executed by Contractor without any express reservation of rights by Contractor to reserve for the future the assertion of any right of recovery from the County for Loss or Delay arising out of or relating to the subject matter of the Change Order. Execution of a Change Order, Unilateral Change Order or Construction Change Directive shall not be interpreted as a waiver, release or settlement of any rights or claims that the County may have for any of the following: (1) Defective Work; (2) liquidated damages or actual Losses for Delay; or (3) recoupment by County (by way of withholding of funds, set off or recovery from Contractor) of amounts paid by County for costs or markups on costs that the County discovers, following payment of such amounts to Contractor, do not constitute proper charges to County, or that constitute charges that are not properly substantiated, under the terms of the Contract Documents.

7.7.15 **No "Total Cost" Calculations.** Contractor represents and warrants that it has the ability to generate and maintain complete and accurate cost accounting records that, if required, will reflect the actual costs of the Work incurred or avoided for multiple Compensable Changes and, on an event-by-event basis, the effect of multiple and concurrently occurring or caused Compensable Delays on the progress of the Work. Accordingly, Contractor agrees that all Change Order Requests and Claims shall be itemized in a manner that, with reasonable mathematical certainty and without reliance upon probabilities or inferences, segregates on a discrete, event-by-event basis the direct, actual Allowable Costs associated with each individual Compensable Change or Compensable Delay. Unless otherwise agreed to by County in writing in the exercise of its sole discretion, Change Order Requests and Claims shall not be based, in whole or in part, upon any methodology (such as "total cost" or "modified total cost" methodologies) that purports to establish Contractor's entitlement to additional compensation inferentially based, solely or principally, on the difference between Contractor's total costs for the Work or a portion of the Work and its original Bid.

7.7.16 **Multiple Changes.** The County reserves the absolute right to make whatever Changes, including, without limitation, Compensable Changes or Deleted Work, that it determines, in its sole discretion, are necessary or

otherwise desirable. Under no circumstances shall the individual or cumulative number, value or scope of such Changes, or their individual and cumulative impact on the Work, become a basis for Contractor to assert any claim for breach of contract, abandonment, rescission, termination, cardinal change or reformation of the Construction Contract, nor shall such circumstances be the basis for Contractor, or any of the Subcontractors, of any Tier, to assert a right of recovery of any Loss if such right is not permitted by, or is in excess of that allowed under, the Contract Documents.

7.7.17 **Continuous Performance.** Subject to Contractor's rights under Section 15.4, below, no dispute or disagreement with respect to any Changes or Delay, including, without limitation, disputes over Contractor's right to or the terms of a Contract Adjustment, shall relieve or excuse Contractor from the obligation to proceed with and maintain continuous, expeditious and uninterrupted performance of the Work, including performance of any disputed Changes.

ARTICLE 8
CONTRACT TIME

8.1 COMMENCEMENT AND COMPLETION

8.1.1 **Date of Commencement.** The Date of Commencement shall not be postponed by the failure of Contractor or of persons or entities for whom Contractor is responsible to perform an obligation. Contractor shall not knowingly, except by agreement or instruction of the County in writing, commence operations on the Site or elsewhere prior to receipt of a Notice to Proceed. Contractor shall not commence any Work at the Site prior to its obtaining the insurance required by Article 11, below, and the Performance Bond and Payment Bond required by Article 12, below, and the Date of Commencement of the Work shall not be changed by the effective date of such insurance or bonds.

8.1.2 **Substantial, Final Completion.** Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion and Final Completion within the Contract Time, as adjusted for extensions of time duly permitted, authorized and noticed pursuant to Section 8.2, below.

8.1.3 **Adjustments to Contract Time.** Subject to the limitations set forth in this Article 8 and elsewhere in the Contract Documents, the Contract Time shall be extended for Compensable Delays and Excusable Delays and shall, where appropriate, be shortened for Deleted Work.

8.1.4 **Early Completion.** Nothing stated in these General Conditions or elsewhere in the Contract Documents shall be interpreted as creating any contractual right, express or implied, on the part of Contractor to finish the Work earlier than the Contract Time. Contractor has included in its Contract Price the costs of all Contractor's and its Subcontractors' direct and indirect overhead, including but not limited to all staff, temporary facilities, temporary utilities and home office overhead for the entire duration of the Contract Time. These costs have been included in the Contract Price notwithstanding Contractor's anticipation of possibly completing the Work in fewer Days than established by the Contract Time. Under no circumstances (including, without limitation, circumstances in which the County has approved in writing of Contractor completing early) shall the County be liable to Contractor for any Losses, of any kind, due to the inability of Contractor to complete the Work earlier than the Contract Time, regardless of the cause, including, without limitation, Delays due to acts or omissions (intentional or negligent) of the County, Inspectors of Record, County Consultants, Separate Contractors or others. If the Contractor anticipates completing early, it must obtain in advance County's approval in writing of such early completion. Approval by County of such early completion may be granted or withheld in the County's sole and absolute discretion.

8.2 DELAYS AND EXTENSIONS OF TIME

8.2.1 **Adjustments to Contract Time**

.1 Extensions. Provided that Contractor has complied with the provisions of this Section 8.2 (including, without limitation, the requirements pertaining to timely delivery of a Notice of Delay and Request for Extension), if, as a result of Excusable Delay or Compensable Delay to the actual, as-built critical path of activities leading to achievement of Substantial Completion, Contractor is unable to achieve Substantial Completion within the Contract Time for Substantial Completion, then the Contract Time for Substantial Completion and Final Completion

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shall be extended, either by Change Order or Unilateral Change Order, for the length of the proven, resulting Delay to Contractor's ability to so complete the Work. The Contract Time shall not be adjusted for Unexcused Delays.

.2 Shortening. Contractor shall within ten (10) Days after receiving notice of Deleted Work prepare and deliver to County a Time Impact Analysis of the impact of the Deleted Work upon the critical path to determine if the Contract Time should be shortened thereby and if so the duration of the shortening. If the County and Contractor are unable to agree upon the duration of the shortening, then County shall make a Good Faith Determination of the reasonable amount of time that the Contract Time shall be shortened on account of such Deleted Work.

.3 Prescribed Calculations.

(1) Work Day Lost Calculations. Contractor may claim an Excusable Delay or a Compensable Delay for a full Day only if all Work on a critical path activity is stopped for more than six (6) hours of a normal eight (8) hour Work Day and for a half-Day only if all Work on a critical path activity is stopped for three (3) to six (6) hours of such a normal Work Day. No Excusable Delay or Compensable Delay may be claimed if all Work on a critical path activity is stopped for less than three (3) hours of such a normal work Day. Similarly, where Deleted Work results in the projected avoidance of the need to perform more than six (6), or between three (3) and six (6) hours of all Work on a critical path activity on such a normal work day, the Contract Time shall be contracted by a full Day or half Day, respectively.

(2) Dry Out Time Calculations. Contract Adjustments to the Contract Time that are based upon unusual precipitation that is an Act of God as defined in Paragraph 1.1.2, above, shall include, in addition to the number of Days of Excusable Delay to which Contractor is entitled due to a cessation of Work that occurs at the Site while the unusual precipitation is occurring, an additional extension for the Delay to the critical path of activities affecting Substantial Completion that is the result of Contractor being unable, after cessation of the unusual precipitation at the Site, to proceed with performance of Work due to wet or muddy conditions at the Site (hereinafter referred to as "dry out" time); provided, however, that the amount of dry out time for which Contractor is entitled to an extension of time in any given calendar month shall not exceed the number of Days that is the product derived by multiplying (a) the number of Days of Excusable Delay to which Contractor is entitled due to a cessation of Work that occurs at the Site while such unusual precipitation is occurring, by (b) a fraction, the (i) numerator of which is the number of Days of Excusable Delay due to measurable unusual precipitation occurring at the Site during such calendar month that constitutes an Act of God as defined in Paragraph 1.1.2, above, and (ii) the denominator of which is the total number of Days of measurable precipitation occurring at the Site during said calendar month (including both the number of Days comprising the normal, 10-year monthly average of measurable precipitation recorded by NOAA and the excess, or unusual precipitation that constitutes an Act of God as defined in Paragraph 1.1.2, above).

8.2.2 **Notice of Delay.**

.1 Submission. Contractor shall submit written Notice of Delay to County if any instruction, request, drawing, specification, action, condition, omission, default or other circumstance occurs that constitutes an Excusable Delay or Compensable Delay or other matter that may involve or require a Contract Adjustment extending the Contract Time. Such notice shall be provided prior to performance of the Work affected or involved and no later than seven (7) Days after the Discovery Date of such circumstance.

.2 Form. Notices of Delay shall be provided using forms furnished by County or, if requested by County, using forms furnished by Contractor that are approved by County. Failure by County to request or approve a particular form shall not relieve Contractor of its obligation to provide Notice of Delay in a written form that complies with the requirements of this Paragraph 8.2.2.

.3 Content. Each Notice of Delay in order to be considered complete shall include:

(1) a general statement of the circumstances giving rise to the Notice of Delay (including, without limitation, identification of any related Construction Change Directive);

(2) a Reasonable Order of Magnitude Estimate by Contractor of any related Contract Adjustments extending the Contract Time; and

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(3) if such circumstances involve a right to a Contract Adjustment to the Contract Price for Compensable Change that has not been waived by Contractor, Contractor shall include, if not previously provided, a complete and timely Notice of Change.

.4 WAIVER BY CONTRACTOR.

FAILURE BY CONTRACTOR TO PROVIDE A COMPLETE AND TIMELY NOTICE OF DELAY UNDER CIRCUMSTANCES WHERE A NOTICE OF DELAY INVOLVING A DELAY IS REQUIRED BY THIS PARAGRAPH 8.2.2 SHALL, IN ACCORDANCE WITH THE PROVISIONS OF SECTION 4.6 OF THE GENERAL CONDITIONS, CONSTITUTE A WAIVER BY CONTRACTOR OF THE RIGHT TO A CONTRACT ADJUSTMENT ON ACCOUNT OF SUCH CIRCUMSTANCES AND A WAIVER OF ANY RIGHT TO FURTHER RECOURSE OR RECOVERY BY REASON OF OR RELATED TO SUCH DELAY.

.5 No County Notice. Failure by Contractor to submit a timely or proper Notice of Delay under circumstances in which a Notice of Delay is required shall in no way affect County's right to a Contract Adjustment shortening the Contract Time on account of such circumstances.

8.2.3 **Request for Extension.**

.1 Submission. With respect to any matter that may involve or require an adjustment extending the Contract Time, Contractor shall, within fourteen (14) Days after receipt by County of a Notice of Delay pursuant to Paragraph 8.2.2, above, submit to County a written Request for Extension.

.2 Form. Requests for Extension shall be provided using forms furnished by County or, if requested by County, using forms furnished by Contractor that are approved by County. Failure by County to request or approve a particular form shall not relieve Contractor of its obligation to provide Requests for Extension in a written form that complies with the requirements of this Paragraph 8.2.3.

.3 Content. Each Request for Extension in order to be considered complete shall include:

(1) a detailed description of the circumstances giving rise to the request for Contract Adjustment to the Contract Time and a Time Impact Analysis (a Request for Extension that seeks an extension for more than one Delay shall be supported by a separate Time Impact Analysis for each separate Delay); and

(2) if such circumstances involve a right to a Contract Adjustment of the Contract Price on account of Compensable Change that has not been waived by Contractor, Contractor shall include, if not previously provided, a complete and timely Change Order Request.

.4 WAIVER BY CONTRACTOR.

FAILURE BY CONTRACTOR TO PROVIDE A COMPLETE AND TIMELY REQUEST FOR EXTENSION UNDER CIRCUMSTANCES WHERE A REQUEST FOR EXTENSION INVOLVING A DELAY IS REQUIRED BY THIS PARAGRAPH 8.2.3 SHALL, IN ACCORDANCE WITH THE PROVISIONS OF SECTION 4.6 OF THE GENERAL CONDITIONS, CONSTITUTE A WAIVER BY CONTRACTOR OF THE RIGHT TO A CONTRACT ADJUSTMENT ON ACCOUNT OF SUCH CIRCUMSTANCES AND A WAIVER OF ANY RIGHT TO FURTHER RECOURSE OR RECOVERY BY REASON OF OR RELATED TO SUCH DELAY.

.5 Adjustments Shortening Time. Failure by Contractor to submit a timely or proper Request for Extension under circumstances in which a Request for Extension is required shall in no way affect County's right to a Contract Adjustment shortening the Contract Time on account of such circumstances.

8.2.4 **Response by County.** After receipt of a timely and complete Request for Extension, County shall investigate the facts concerning the cause and extent of such Delay and, depending on whether the Request for Extension is justified, will notify Contractor of its approval or disapproval of all or a portion of Contractor's request. Extensions of time approved by County shall apply only to that portion of the Work affected by the Delay, and shall not apply to other portions of Work not so affected.

8.2.5 **Formal Notice of Essence.** Contractor recognizes and acknowledges that timely submission of a formal Notice of Delay and a formal Request for Extension, whether or not the circumstances of a Delay may be known to County or available to County through other means, are not mere formalities but are of crucial importance to the ability of County to promptly identify, prioritize, evaluate and mitigate the potential effects of Delay. Any forms of informal notice, whether verbal or written (including, without limitation, statements at regular job meetings or entries in monthly reports, daily logs, job meeting minutes, updated Construction Schedules or look-ahead schedules), that do not strictly comply with the formal requirements of Paragraph 8.2.2, above, and Paragraph 8.2.3, above, shall accordingly be deemed insufficient to satisfy the notice requirements of this Article 8.

8.2.6 **Compensation for Delay.**

.1 Compensable Delay. Contract Adjustments to the Contract Price for a Compensable Delay that involve an extension of the Contract Time shall be based, without duplication to any other Contract Adjustments to the Contract Price, on the terms of Section 3.3 of the Construction Contract. Contractor agrees to accept such right of Contract Adjustment in lieu of any other right that may exist under Applicable Laws for recovery of Losses due to Compensable Delay, whether incurred by Contractor or its Subcontractors, of any Tier.

.2 Deleted Work. The Contract Time and Contract Price shall be reduced by Contract Adjustment for Deleted Work (including, without limitation, Deleted Work associated with a termination by County of a portion of the Construction Contract or a deletion of portion of Work for the convenience of the County or due to an Event of Contractor Default) that results in a shortening of the Contract Time.

(1) Contract Time. The Contract Adjustment shortening the Contract Time for Substantial Completion shall be the number of Days that Contractor at the time of contracting would have reasonably expected to expend in performance of the Deleted Work and that, based on the Contractor's original Construction Schedule prepared on or about the time of contracting, were reasonably expected by Contractor to be critical to Substantial Completion of the Work within the Contract Time for Substantial Completion.

(2) Contract Price. The Contract Adjustment reducing the Contract Price shall be the product of (1) the number of Days that the Contract Time for Substantial Completion is shortened pursuant to preceding Clause (1) of this Subparagraph 8.2.6.2 multiplied times (2) the amount of liquidated damages set forth in Paragraph 3.3.2 of the Construction Contract, without any additional credit to County for Allowable Markups.

8.2.7 **Acceleration of the Work.**

.1 Due to Unexcused Delay. If County makes a Good Faith Determination based on County's observations of progress in performance of the Work by Contractor that Contractor will not achieve Substantial Completion of the Work within the Contract Time as adjusted pursuant to Paragraph 8.2.1, above, then Contractor shall, following receipt of a written request by County to accelerate, immediately respond in writing setting forth a detailed plan for accelerating the Work. All measures necessary, including working overtime, additional shifts, Saturdays, Sundays and holidays, to accelerate performance to ensure that the Work is performed within the Contract Time shall be taken by Contractor and the cost thereof shall be paid for by Contractor at Contractor's Own Expense. County may also take all other necessary measures to ensure no further Delays affect achievement of Substantial Completion and Final Completion of the Work within the Contract Time and the Contractor shall reimburse County, or County may withhold from payment due to Contractor, for Losses incurred by County in taking such measures.

.2 Due to Excusable Delay. Contractor shall have the right, exercised in its sole discretion, to accelerate performance of the Work to overcome time lost due to Excusable Delay. Such acceleration, if performed other than at the written direction of County, shall be deemed a voluntary acceleration and the cost of such accelerated performance shall paid for by Contractor at Contractor's Own Expense. If County directs in writing that the Work be accelerated to overcome an Excusable Delay that is not concurrent with an Unexcused Delay, then Contractor shall be entitled to a Contract Adjustment to the Contract Price for such acceleration on and subject to the same terms as provided for in Subparagraph 8.2.7.3, below, in the case of an acceleration to overcome a Compensable Delay.

.3 Due to Compensable Delay. County shall have the right, exercised in its sole and absolute discretion, in lieu of granting a Contract Adjustment to the Contract Time for Compensable Delay, to direct in writing

the acceleration of the Work by Contractor in order to recapture time lost due to such Compensable Delay. County and Contractor shall endeavor prior to commencement of such acceleration to mutually agree upon the amount of compensation to be paid therefor. County shall have the right, in the absence of such an agreement, to direct in writing that Contractor accelerate. Contractor shall comply with such directive. Contractor's right to a Contract Adjustment to the Contract Price on account of such acceleration shall be limited to (1) the premium time portion of any overtime paid for labor provided by Contractor or any Subcontractor, plus (2) additional supervision costs for additional shifts of supervision provided at the Site by Contractor only (not by Subcontractors), plus (3) Allowable Markup thereon as provided in Paragraph 7.7.5, above. Except as directed by County in the manner stated in this Subparagraph 8.2.7.3, no statements, conduct or actions by County will be construed as creating an obligation on the part of County to agree to a Contract Adjustment to the Contract Price on account of any cost of overtime or other costs associated with an acceleration of the Work to recapture time lost due to Compensable Delay.

8.2.8 **Concurrent Delays.** For purposes of the calculations provided for in this Paragraph 8.2.8, the words "concurrent delay", "concurrently delay" or "occur concurrently" mean the portion of two or more Delays affecting the critical path to Substantial Completion that are overlapping or co-existent. Contractor's right to a Contract Adjustment of the Contract Time (pursuant to Subparagraphs 8.2.8.1, 8.2.8.2 and 8.2.8.3, below) and Contract Price (pursuant to Subparagraphs 8.2.8.4, 8.2.8.5 and 8.2.8.6, below) shall, in the case of concurrent delays, be calculated in accordance with the following:

.1 If an Excusable Delay and a Compensable Delay occur concurrently, the maximum extension of the Contract Time shall be the number of Days from the commencement of the first Delay to the cessation of the Delay which ends last.

.2 If an Unexcused Delay occurs concurrently with either an Excusable Delay or a Compensable Delay, the maximum extension of the Contract Time shall be the number of Days, if any, by which such Excusable Delay or Compensable Delay exceeds the number of Days of such Unexcused Delay.

.3 If an Unexcused Delay occurs concurrently with both an Excusable Delay and a Compensable Delay, the maximum extension of the Contract Time shall be the number of Days, if any, by which such Excusable Delay and Compensable Delay, as determined pursuant to Subparagraph 8.2.8.1, above, exceeds the number of Days of such Unexcused Delay.

.4 If an Unexcused Delay occurs concurrently with a Compensable Delay, the maximum period of time for which Contractor shall be entitled to a Contract Adjustment to the Contract Price in accordance with Section 3.3 of the Construction Contract shall be the number of Days, if any, by which such Compensable Delay exceeds the number of Days of such Unexcused Delay.

.5 If a Compensable Delay occurs concurrently with an Excusable Delay, the maximum period of time for which Contractor shall be entitled to a Contract Adjustment to the Contract Price in accordance with Section 3.3 of the Construction Contract shall be the number of Days, if any, by which such Compensable Delay exceeds the number of Days of such Excusable Delay.

.6 If an Unexcused Delay occurs concurrently with both an Excusable Delay and a Compensable Delay, the maximum period of time for which Contractor shall be entitled to a Contract Adjustment to the Contract Price in accordance with Section 3.3 of the Construction Contract shall be the number of Days, if any, by which such Compensable Delay exceeds the number of Days of such Unexcused Delay.

8.2.9 **Delay Claims.** Claims by Contractor relating to disputed Contract Adjustments due to Delay shall be made in accordance with applicable provisions of Section 4.3, above.

8.2.10 **Exercise of County Rights.** Notwithstanding any other provision of the Contract Documents to the contrary, County's exercise in accordance with the Contract Documents of any of its rights or remedies permitted by Applicable Laws or the Contract Documents in response to a failure by Contractor or any Subcontractor to comply with the Contract Documents shall not, under any circumstances, entitle Contractor to a Contract Adjustment.

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ARTICLE 9
PAYMENTS AND COMPLETION

9.1 PAYMENT BY COUNTY

9.1.1 **Time for Payment.** County shall make payment of undisputed sums due to the Contractor upon Applications for Payment requesting Progress Payment not later than thirty (30) Days after receipt of an Application for Payment requesting Progress Payment that has been properly and timely prepared and submitted by Contractor, and approved by County, in accordance with the requirements of the Contract Documents.

9.1.2 **Not Acceptance.** No approval, inspection or use of, or payment for, the Work by County or by any person or entity acting on County's behalf shall constitute acceptance of Work that is not in accordance with the Contract Documents or a waiver of any of County's rights under the Contract Documents.

9.1.3 **Interest.** If County fails to make payment of an undisputed sum due as a Progress Payment to the Contractor as required by this Article 9, County shall pay interest to the Contractor equivalent to the legal rate set forth in subdivision (a) of California Code of Civil Procedure §685.010. The number of Days available to the County to make payment without incurring such interest shall be reduced by the number of Days by which the County exceeds the seven (7) Day response time applicable to the County set forth in Section 9.5, below. The foregoing is the County's sole obligation with respect to payment of interest earned or accrued on an amount claimed due prior to the commencement by Contractor of legal proceedings for recovery of such amount.

9.1.4 **Disputed Payments.** Subject to Contractor's rights under Section 9.8, below, no good faith dispute or disagreement between County and Contractor with respect to the amount of any payment claimed due by Contractor shall relieve or excuse Contractor from the obligation to proceed with and maintain continuous, expeditious and uninterrupted performance of the Work.

9.2 APPLICATIONS FOR PAYMENTS

9.2.1 **Submission by Contractor.** Applications for Payment requesting Progress Payment shall be properly prepared and submitted by Contractor to County once a month on the twenty-fifth (25th) Day of the month. If the twenty-fifth (25th) Day of the month is a weekend or Holiday, the Application for Payment shall be submitted on the next working day.

9.2.2 **Period of Application.** The period covered by each such Application for Payment requesting Progress Payment shall be not more than thirty (30) Days ending on the twenty-fifth (25th) Day of the month in which such Application for Payment is submitted.

9.2.3 **Schedule of Values.** Each Application for Payment shall be accompanied by a Schedule of Values prepared and submitted in accordance with the requirements of the Contract Documents, including, without limitation, the provisions of Section 9.3, below.

9.2.4 **Changes in Work.** Applications for Payment may include requests for payment on account of Compensable Changes in the Work which have been properly authorized by Change Order or Unilateral Change Order.

9.2.5 **Progress Payments.** Applications for Payment requesting Progress Payments shall be based on amounts calculated in accordance with the provisions of Section 9.4, below.

9.2.6 **Percentage Completion.** Applications for Payment requesting Progress Payments shall indicate the Contractor's estimate of the percentage of completion of each line item listed in the Schedule of Values as of the end of the period covered by the Application for Payment.

9.2.7 **Projected Work.** Unless approved by County in writing in advance of an Application for Payment being submitted, which approval may be granted or denied in the sole and absolute discretion of County, Applications for Payment shall only include amounts for Work performed to the twenty-fifth (25th) Day of the month in which the

Application for Payment was submitted and shall not include request for payment of amounts for Work projected to be performed, stored or delivered beyond that date.

9.2.8 **Disagreements.** In the event of a disagreement between County and Contractor over the accuracy or reasonableness of the Contractor's statement of percentage of progress achieved that is contained in the Application for Payment, the County shall make a Good Faith Determination of the percentage, which percentage shall then be inserted by Contractor in the Application for Payment and the Application for Payment submitted, or resubmitted, incorporating such revision.

9.2.9 **Substantial Completion.** For the sole purpose of the percentage calculation set forth in Paragraph 9.2.6, above, and for no other purpose, the Work shall be deemed one hundred percent complete upon Substantial Completion and the amount released to Contractor shall, subject to County's right to withhold pursuant to Section 9.6, below, be a sum sufficient to increase the total of Progress Payments to Contractor to ninety-five percent (95%) of the Contract Price.

9.2.10 **Certification by Contractor.** Each Application for Payment that is submitted by Contractor shall be signed by Contractor with a certification by Contractor to County that: (1) the data comprising the Application for Payment is accurate and the Work has progressed to the point indicated; (2) to the best of Contractor's knowledge, information and belief, the Work is in accordance with the Contract Documents; (3) Contractor is entitled to payment in the amount certified; and (4) all sums previously applied for by Contractor on account of the Work performed by the Subcontractors and that have been paid by County have been paid to the Subcontractors performing such Work, without any retention, withholding or back charge by Contractor.

9.2.11 **Stored Materials.** County may, in the exercise of its sole and absolute discretion, approve or disapprove for inclusion in Contractor's Application for Payment the cost of materials to be incorporated, but not yet incorporated, in the Work and delivered and suitably stored either at the Site or at some other appropriate location acceptable to the County. As part of any request for such approval, Contractor shall furnish evidence satisfactory to County: (1) of the cost of such materials; (2) that such materials are under the exclusive control of Contractor, or if not, that title to the materials is in the County, free of any lien or encumbrance; and (3) with respect to materials stored off-Site, that the materials are safely and suitably stored in a bonded warehouse with appropriate insurance coverage satisfactory to County. No payment or approval by County pursuant to this Paragraph 9.2.11 shall (a) be construed as an inspection or acceptance of the materials; (b) relieve Contractor of its continuing and sole responsibility for the care and protection of, and sole responsibility for any Loss to, such materials, from any cause whatsoever; or (c) operate as a waiver of rights by County.

9.2.12 **Title.** Contractor warrants that title to all the Work covered by an Application for Payment will pass to County no later than the time of payment. Contractor further warrants that upon submittal of an Application for Payment all Work for which approval for payment has been previously issued by County shall, to the best of Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of Contractor, the Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials or equipment for the Work.

9.3 SCHEDULE OF VALUES

9.3.1 **Initial Submission.** Within twenty-one (21) Days after issuance by County of the Notice of Intent to Award, Contractor shall submit to County a Schedule of Values, prepared in a form and incorporating a level of detail satisfactory to County, that allocates the Contract Price to various portions of the Work, including, without limitation, each portion of the Work to be performed by a Subcontractor, self-performed Work, discrete categories of direct (i.e., on-Site) overhead costs (sometimes referred to as "general conditions costs"), Contractor home office and indirect overhead and profit and amounts reserved for contingencies.

9.3.2 **Balanced Allocation.** The Schedule of Values shall be balanced, reflecting in each line item Contractor's estimated or actual cost commitments for the category of Work included in the line item and a proportionate share of Contractor's overhead and profit. Techniques, such as "front-end loading", designed to create an imbalanced cash flow are strictly prohibited.

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9.3.3 **Line Estimates.** Line item values stated in the Schedule of Values that are based on Contractor's estimates, rather than actual subcontract prices, shall be identified as such and replaced with actual subcontract prices when they become available as the subcontracting process progresses.

9.3.4 **Updating.** The Schedule of Values shall be updated by Contractor each month as necessary to reflect the Contractor's actual progress in subcontracting the Work. An updated Schedule of Values shall be attached to each Application for Payment.

9.3.5 **Substantiation.** Contractor shall provide such data as County may reasonably require to substantiate that the Schedule of Values has been prepared in conformance with the requirements of the Contract Documents. Failure to provide such substantiation shall result in the Schedule of Values being deemed incomplete and unapproved by County for use by Contractor in submitting its Applications for Payment.

9.3.6 **Corrections.** If corrections are required in order to make the Schedule of Values comply with the requirements of the Contract Documents, such corrections shall be made as a condition of the Contractor's Application for Payment being considered properly prepared, submitted and complete.

9.3.7 **Changes to Work.** Costs involved in the performance of Work covered by Change Orders, Unilateral Change Orders or Construction Change Directives shall be, at the option of County, either separately scheduled or incorporated as adjustments to the respective trade lines of Work to which they apply. Except as otherwise expressly required by Article 7, above, the Schedule of Values shall not be utilized by Contractor as a basis for calculating Contract Adjustments.

9.3.8 **Applications for Payment.** The Schedule of Values prepared by Contractor in accordance with the requirements of the Contract Documents shall be used as a basis for County's review and approval or disapproval of Applications for Payment.

9.4 **PROGRESS PAYMENT CONDITIONS**

9.4.1 **Progress Payment Amount.** Subject to the other provisions of the Contract Documents, the amount of each Progress Payment requested in an Application for Payment shall be computed as follows:

.1 take that portion of the Contract Price properly allocable to Work (other than materials, products or equipment furnished by County) permanently incorporated at the Site as part of the Work, based on the product derived by multiplying (1) the percentage completion of each such portion of the Work times (2) the portion of the total Contract Price allocated to that portion of the Work in the Schedule of Values, less a retention of five percent (5%) thereof;

.2 add that portion of the Contract Price that is allocable to materials and equipment (other than materials, products or equipment furnished by County) approved by County pursuant to Paragraph 9.2.11, above, and suitably stored at the Site or at a location off-Site, less a retention of five percent (5%) thereof;

.3 subtract the aggregate of previous payments made by the County; and

.4 subtract amounts, if any, that County has determined will be withheld pursuant to an exercise of the County's right to withhold pursuant to Section 9.6, below.

9.4.2 **Other Conditions and Documentation**. Contractor shall submit its Applications for Payment requesting Progress Payments to County using such forms as required by County. Without limitation to any other conditions to payment set forth elsewhere in the Contract Documents, the following shall be conditions precedent to a proper submission, and to County's approval, of each Application for Payment:

.1 submission of a Schedule of Values that complies with Section 9.3, above;

.2 submission of Contractor's certification required by Paragraph 9.2.10, above;

.3 submission of: (1) forms of conditional releases of stop payment notice and bond rights upon progress payment, complying with California Civil Code §8132, for all Work performed during the time period covered by the current Application for Payment, signed by Contractor and the Subcontractors, of every Tier; and (2) forms of unconditional releases of stop payment notice and bond rights upon progress payment, complying with California Civil Code §8134, for all Work performed during the time period covered by the previous Application for Payment, signed by Contractor and the Subcontractors, of every Tier;

.4 compliance by Contractor with its obligation for daily maintenance of Record Drawings and Specifications as required by Paragraph 3.10.1, above;

.5 compliance by Contractor with its obligation for submission of daily reports as required by Paragraph 3.10.2, above;

.6 compliance by Contractor with its obligations for submission of scheduling information and updating of the Construction Schedule as required by Section 3.9, above, and other provisions of the Contract Documents pertaining to preparation or updating of schedules and scheduling information;

.7 proper payment of prevailing wages as defined in California Labor Code §1720, et seq.;

.8 timely submission of adequate and complete certified payroll records for any time period that Work was performed and for which payment is being requested;

.9 submission of certifications by Contractor and the Subcontractors as required by Applicable Laws certifying that all employee benefit contributions due and owing have been paid in full;

.10 submission of sales tax information as required by Paragraph 3.6.3, above; and

.11 compliance by Contractor with all of its other obligations for submission of documentation or performance of conditions which, by the terms of the Contract Documents, constitute conditions to Contractor's right to receive payment for Work performed.

9.5 COUNTY APPROVAL/REJECTION OF APPLICATIONS FOR PAYMENT

9.5.1 **Review by County.** Subject to County's rights under Paragraph 9.5.4, below, County shall promptly review Applications for Payment submitted by Contractor and provide its approval or disapproval, in whole or part, within (1) seven (7) Days after receipt of an Application for Payment requesting Progress Payment, and (2) within fourteen (14) Days after receipt of an Application for Payment requesting Final Payment.

9.5.2 **Disapproval by County.** Disapproval by County disapproving of an Application for Payment shall be accompanied by an explanation of the reasons for such disapproval. Failure by County to specify in its disapproval a particular grounds for disapproval of an Application for Payment shall not waive the County's right to assert such grounds as a basis for any future disapproval, or nullification of its prior approval, of that or any other Application for Payment.

9.5.3 **Re-submittal by Contractor.** An Application for Payment that is disapproved by County shall be corrected and re-submitted by Contractor after receipt by Contractor of the notice of disapproval. A re-submitted Application for Payment shall be reviewed and responded to by County in the same manner as provided in Paragraphs 9.5.1 and 9.5.2, above. If re-submitted, the re-submitted Application for Payment shall be reviewed and responded to by County in the same manner as provided in Paragraph 9.5.1 and Paragraph 9.5.2, above. If not re-submitted, only the amount, if any, that is approved for payment shall be paid until such time as a proper Application for Payment that includes the disapproved amount has been submitted in another Application for Payment and, upon such re-submittal, approved for payment.

9.5.4 **Approval Nullification.** County reserves the right to nullify any prior approval of an Application for Payment that is later found to not be in compliance with the requirements of the Contract Documents, whether or not such noncompliance was previously actually observed or apparent on the face of the Application for Payment, and

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based on such nullification County may take either of the following actions, as applicable: (1) if the Application for Payment has not yet been paid by County, disapprove of that portion of the Application for Payment that is not in compliance and withhold payment of that sum until the noncompliance is fully rectified; or (2) if the Application for Payment has been paid by County, nullify the County's prior approval and withhold payment of such disputed amounts in response to future Applications for Payment; provided, however, that in either case the amount of the County's nullification shall be limited to that portion of the amount requested in the Application for Payment that is in dispute and the amount of its withholding from the current or any future Application for Payment shall be limited to the amount nullified plus any additional withholding permitted under Section 9.6, below.

9.5.5 **No Waiver by County.** Neither approval by County or Architect of, failure by County to exercise its right of nullification with respect to, nor payment by County upon, an Application for Payment or any portion thereof shall be interpreted as or constitute a waiver or release of any of County's rights to require Contractor's full compliance with the Contract Documents.

9.5.6 **No Representation.** Neither approval by County or Architect of, failure by County to exercise its right of nullification with respect to, nor payment by County upon, an Application for Payment or any portion thereof shall be interpreted as a representation that County or Architect has: (1) made exhaustive or continuous on-Site inspections to check the quality or quantity of the Work, (2) reviewed Contractor's construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from the Subcontractors and other data requested by County or Architect to substantiate Contractor's right to payment, or (4) made examination to ascertain how or for what purpose Contractor has used money previously paid on account of the Contract Price.

9.6 **WITHHOLDING OF PAYMENT**

9.6.1 **Grounds for Withholding.** County may decline to approve an Application for Payment and withhold payment requested under any unpaid Application for Payment, in whole or in part, to such extent that County makes a Good Faith Determination that withholding is necessary, in the sole discretion of County, because of any of the following circumstances:

.1 **Third-Party Claims.** Third-party claims or stop payment notices filed or reasonable evidence (including, without limitation, failure by Contractor to submit conditional releases of stop payment notice and bond rights required by the Contract Documents) indicating the possible filing of such claims or stop payment notices.

.2 **Defective Work.** Defective Work not remedied.

.3 **Nonpayment.** Failure of Contractor to make proper payments to a Subcontractor for services, labor, materials or equipment or other Work.

.4 **Inability to Complete.** Reasonable doubt that the Work can be completed for the then unpaid balance of the Contract Price or within the Contract Time.

.5 **Violation of Applicable Laws.** Failure of Contractor or a Subcontractor to comply with Applicable Laws.

.6 **Penalty.** Any penalty asserted against County by virtue of Contractor's failure to comply with Applicable Laws.

.7 **Lack of Progress.** Failure by Contractor to maintain progress in accordance with the Construction Schedule.

.8 **Setoff.** Any reason specified elsewhere in the Contract Documents as grounds for a withholding, offset or setoff or that would legally entitle County to a setoff or recoupment.

.9 **Consultant Services.** Additional professional, consultant or inspection services required due to Contractor's failure to comply with the Contract Documents.

.10 **Liquidated Damages.** Liquidated damages payable to County pursuant to Section 3.2 of the Construction Contract or that there is a reasonable basis to believe will be payable to County based upon the Contractor's project date for Substantial Completion based on its update Construction Schedule or based upon other evidence available to County of the probable date that the Work will be Substantially Completed.

.11 **Damage.** Loss caused to County, a Separate Contractor or any other person or entity under contract to County, by Contractor or a Subcontractor.

.12 **Cleanup.** Cleanup performed by County and chargeable to Contractor pursuant to the terms of the Contract Documents.

.13 **Employee Benefits.** Failure of Contractor to pay contributions due and owing to employee benefits funds pursuant to any applicable collective bargaining agreement or trust agreement.

.14 **Required Documents.** Failure of Contractor to submit on a timely basis, proper and complete documentation required by the Contract Documents, including, without limitation, schedule updates, 'look ahead' schedules, pricing information, certifications and other required reports or documentation.

.15 **Labor Compliance.** Failure of Contractor or any Subcontractor to properly pay prevailing wages as defined in California Labor Code §§1720 et seq.

.16 **Nullification.** Nullification by County pursuant to Paragraph 9.5.4, above, of its prior approval of an Application for Payment.

.17 **Releases.** Failure by Contractor to submit any conditional release of stop payment notice and bond rights that is required pursuant to Subparagraph 9.4.2.3, above or Subparagraph 9.10.4.4, below.

.18 **Other Breach.** A breach by Contractor of any obligation or provision of the Contract Documents.

9.6.2 **Application of Withholding.** Sums properly withheld pursuant to Paragraph 9.6.1, above, may be used by County without a prior judicial determination of County's actual rights with respect to the grounds on which such withholding is based. Contractor agrees and hereby designates County as its agent for such purposes, and agrees that such payments shall be considered as payments made under the Construction Contract by County to Contractor. County shall submit to Contractor an accounting of such funds disbursed on behalf of Contractor. As an alternative to such payment, County may, in its sole and absolute discretion, elect to exercise its right to adjust the Contract Price as provided in Section 13.4, below.

9.6.3 **Final Payment.** In accordance with California Public Contract Code §7107, the amount to be withheld from Contractor's Final Payment pursuant to a withholding asserted pursuant to Paragraph 9.6.1, above, shall be limited to one hundred fifty percent (150%) of the disputed amount.

9.6.4 **Release of Withholding.** When the reasons for withholding of payment as set forth in Paragraph 9.6.1, above, are removed, approval by County will be promptly issued to Contractor for amounts previously withheld and payment of amounts withheld will be made by County within thirty (30) Days thereafter.

9.6.5 **Additional Rights.** The County's right of withholding set forth in this Section 9.6 is in addition to, and not a limitation upon, any other rights of withhold that County may have under the Contract Documents or Applicable Laws.

9.7 PAYMENTS BY CONTRACTOR

9.7.1 **Payments to Subcontractors.** Contractor shall not include in its Applications for Payment sums on account of any Subcontractor's portion of the Work that it does not intend to pay to such Subcontractor. Upon receipt of payment from County, Contractor shall pay the Subcontractors performing the Work, out of the amount paid to Contractor on account of such Subcontractors' portions of the Work, the amount to which said Subcontractors are

entitled in accordance with the terms of their contracts with Contractor and Applicable Laws, including, without limitation, California Public Contract Code §7107. Contractor shall remain responsible, notwithstanding a withholding by County pursuant to the terms of these General Conditions, to promptly satisfy from its own funds sums due to all the Subcontractors who have performed the Work that is included in Contractor's Application for Payment. Contractor shall, by appropriate agreement, require each Subcontractor to make payments to its sub-subcontractors and suppliers in similar manner. County shall have no obligation to pay or be responsible in any way for payment to the Subcontractors, of any Tier.

9.7.2 **Payments in Trust.** Any funds that Contractor receives in payment for services or Work performed by a Subcontractor shall constitute assets of a trust, which trust funds shall be used for the exclusive benefit of the Subcontractor for the purpose of discharging Contractor's financial obligations on account of labor, services, materials or equipment furnished to the Project by the Subcontractor, provided that such labor, services, materials or equipment were performed in accordance with the Contract Documents, were included in an Application for Payment to County, and were paid by the County to Contractor. Contractor shall be the trustee of the trust and shall be required to deal with the trust assets for the benefit of the Subcontractor. Contractor shall not be a beneficiary of the trust. Nothing herein shall be construed as an intent to require that Contractor maintain trust funds in separate bank accounts, specifically designate any third party as a beneficiary of the trust created herein, or otherwise give rise to any cause of action against the County by any third party beneficiary of the trust created herein.

9.7.3 **Payment Information.** County will, on request, furnish to any of the Subcontractors, if practicable, information for such Subcontractor's review regarding percentages of completion or amounts applied for by Contractor and action taken thereon by County on account of portions of the Work done by such Subcontractor.

9.7.4 **Joint Payment.** County shall have the right, if deemed necessary in its sole discretion, to issue joint checks made payable to Contractor and any of the Subcontractors, of any Tier. The joint check payees shall be solely responsible for the allocation and disbursement of funds included as part of any such joint payment. Endorsement on such check by a payee shall be conclusively presumed to constitute receipt of payment by such payee. In no event shall any joint check payment be construed to create: (1) any contract between County and any of the Subcontractors, of any Tier; (2) any obligation from County to any of the Subcontractors; or (3) any third-party rights against County or Architect.

9.7.5 **Direct Negotiation of Stop Payment Notices.** County shall have the right to directly discuss, negotiate, settle or pay, without notice to or participation by Contractor, any stop payment notice claims asserted by the Subcontractors, of any Tier, and to deduct such sums paid from sums due to Contractor.

9.7.6 **Release of Stop Payment Notices.** With the exception of that portion, and only that portion, of a stop payment notice or other claim that arises as a result of a failure by the County to make payment to Contractor under circumstances constituting a breach of the Construction Contract by County, if any stop payment notice or other claim, whether invalid or valid, is filed with, served upon or made or asserted against the County or the Site by any Subcontractor, of any Tier, or their agent or employee, for money claimed due, then Contractor shall within five (5) Days after written notice by the County procure, furnish and record appropriate releases or other instruments which under Applicable Laws will fully release, extinguish and remove such stop payment notice or claim, as well as any notices of pending action or other notices recorded against the Site in connection with the enforcement thereof. All costs of such actions by Contractor shall be paid for by Contractor at Contractor's Own Expense. Unless and until fully released as aforestated, the County shall have the right to retain from any payment then due, or thereafter to become due, to Contractor an amount equal to one hundred and fifty percent (150%) of the amount necessary to satisfy, discharge and defend against any such stop payment notice or claim and any action or proceeding thereon, including, without limitation, an amount for anticipated attorney's fees and costs. If the amount to be paid, or the amount retained, is insufficient to satisfy, discharge and defend against any such stop payment notice or claim and any action or proceeding thereon, then Contractor shall be liable for the difference and upon demand shall immediately deposit the same with the County. The provisions of this Paragraph 9.7.6 are in addition to such other rights as the County may have against Contractor under the Contract Documents or Applicable Laws.

9.7.7 **No County Obligation.** Neither County nor Architect shall have any obligation to pay or to see to the payment of money to any of the Subcontractors except as may otherwise be required by Applicable Laws.

9.8 **FAILURE OF PAYMENT**

If, through no fault of Contractor or failure by Contractor to comply with its obligations under the Contract Documents either: (1) approval or disapproval by County of an Application for Payment properly prepared and submitted by Contractor and requesting payment that is otherwise undisputed by County is not issued within the time period required therefor by the terms of this Article 9; or (2) the County does not (a) upon an Application for Payment properly prepared and submitted by Contractor pay to Contractor, within the time period required for payment by County, an undisputed amount approved by County as earned, which approval has not been, and is not thereafter, nullified by County, or (b) pay to Contractor an amount that has been awarded by arbitration or judgment of a court of competent jurisdiction, then Contractor may, following delivery to County of a written "10-day stop work order", stop the Work until, as applicable, an approval or disapproval by County, or payment by County, is received by Contractor. Promptly upon receipt of such approval or disapproval, or payment, as applicable, Contractor shall resume the Work. Any resulting Delay associated with the shut down and start up of the Work as a result of Contractor's proper exercise of its right to stop work under this Section 9.8 shall constitute a Compensable Delay.

9.9 **SUBSTITUTION OF SECURITIES FOR RETENTION**

9.9.1 **Public Contract Code.** Pursuant to the requirements of California Public Contract Code §22300, upon the Contractor's request, the County will make payment to the Contractor of any funds withheld from payments to ensure performance under the Contract Documents if the Contractor deposits with the County, or in escrow with a California or federally chartered bank in California acceptable to the County ("Escrow Agent"), securities eligible for the investment of State Funds under Government Code §16430, or bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the Contractor and the County, upon the following conditions:

.1 The Contractor shall be the beneficial owner of any securities substituted for monies withheld for the purpose of receiving any interest on such securities.

.2 All expenses relating to the substitution of securities under said §22300 and under this Section 9.9, including, but not limited to the County's overhead and administrative expenses and expenses of Escrow Agent, shall be the responsibility of the Contractor.

.3 Securities or certificates of deposit substituted for monies withheld shall be of a value of at least equivalent to the amounts of the retention to be paid to the Contractor pursuant to the Contract Documents.

.4 If the Contractor shall choose to deposit securities in lieu of monies withheld with an Escrow Agent, the Contractor, the County and Escrow Agent shall, as a prerequisite to such deposit, enter into an escrow agreement. Such escrow agreement shall be substantially in the form "Escrow Agreement for Security Deposits in Lieu of Retention" set forth in California Public Contract Code §22300(f).

.5 The Contractor shall obtain the written consent of Surety to such agreement.

.6 Securities, if any, shall be returned to the Contractor only upon satisfactory Final Completion of the Work.

9.9.2 **Substitute Security.** To minimize the expense caused by such substitution of securities, the Contractor shall, prior to or at the time the Contractor requests to substitute security, deposit sufficient security to cover the entire amount to be withheld. Should the current market value of such substituted security at any time fall below the amount for which it was substituted, or any other amount which the County withholds pursuant to the Contract Documents, the Contractor shall immediately and at the Contractor's Own Expense deposit additional security qualifying under said §22300 until the current market value of the total security deposited is no less than the amount subject to withholding under the Contract Documents. Securities shall be valued as often as conditions of the securities market warrant, but in no case less frequently than once per month.

9.9.3 **Deposit of Retentions.** Alternatively, subject to the conditions set forth in Paragraph 9.9.1, above, upon request of the Contractor, the County shall make payment of retentions directly to Escrow Agent at the expense of the Contractor, provided that the Contractor, the County and Escrow Agent shall, as a prerequisite to such

payment, enter into an escrow agreement in the same form as prescribed in Subparagraph 9.9.1.4, above. At the Contractor's Own Expense, the Contractor may direct the investment of the payments into securities and interest bearing accounts and the Contractor shall receive the interest earned on the investments. Escrow Agent shall hold such direct payments by the County under the same terms provided herein for securities deposited by the Contractor. Upon satisfactory Final Completion of the Work, the Contractor shall receive from Escrow Agent all securities, interest and payments received by Escrow Agent from the County, less escrow fees and charges of the Escrow Account, according to the terms of said §22300 and the Contract Documents.

9.10 **FINAL PAYMENT**

9.10.1 **Payment by County.** Subject to the County's right of withholding as set forth in Section 9.6, above, or elsewhere in the Contract Documents, Final Payment shall be made by County not more than sixty (60) Days after completion of the Work as defined in Clauses (1), (2), (3) or (4) of California Public Contract Code § 7107(c), whichever definition is earliest satisfied.

9.10.2 **Application for Final Payment.** Upon issuance by County of the Notice of Final Completion pursuant to Paragraph 9.13.5, below, Contractor shall submit to County its Application for Payment requesting Final Payment.

9.10.3 **Review by County.** County will review and approve or disapprove of the Application for Payment requesting Final Payment as provided in Section 9.5, above.

9.10.4 **Conditions to Final Payment.** Without limitation to any other conditions to payment set forth elsewhere in the Contract Documents, the following shall be conditions to a proper submission, and to County's approval, of Contractor's Application for Payment requesting Final Payment:

.1 submission of Contractor certification as required by Paragraph 9.2.10, above;

.2 submission of consent of Surety, if any, to Final Payment;

.3 submission of a certificate evidencing that the insurance required by the Contract Documents is in force;

.4 submission of conditional releases and waivers of stop payment notice and bond rights upon final payment in the form required by California Civil Code §8136 executed by Contractor and by all the Subcontractors, of every Tier;

.5 submission of all Close-Out Documents (including, without limitation, complete, accurate Record Drawings and Specifications certified by Contractor as required by Paragraph 3.10.1, above);

.6 timely submission of adequate and complete certified payroll records for any time period that Work was performed, which have not been submitted by Contractor in connection with its previous Applications for Payment;

.7 proper payment of prevailing wages as defined in California Labor Code §§1720, et seq.;

.8 submission of certifications by Contractor and each Subcontractor, as required by any applicable collective bargaining agreement or trust agreement or Applicable Laws, certifying that all employee benefit contributions due and owing have been paid in full; and

.9 submission of any other documents or information required by the Contract Documents as a condition of Final Payment or Final Completion.

9.10.5 **Disputed Amounts.** Pursuant to California Public Contract Code § 7107, County may deduct and withhold from Final Payment an amount of up to one hundred fifty percent (150%) of any disputed amounts, including,

without limitation, amounts to protect County against any Loss caused or threatened as a result of Contractor's failing to fully satisfy the conditions of Final Completion and Final Payment.

9.10.6 **No Waiver by County**. The making of Final Payment by County shall not constitute a waiver by County of any rights or claims, including, without limitation, any right or claim for reimbursement of Allowable Costs or Allowable Markup paid to Contractor that is determined by County, either before or after Final Payment, to have been not due to Contractor.

9.10.7 **WAIVER BY CONTRACTOR.**

ACCEPTANCE OF FINAL PAYMENT BY CONTRACTOR OR A SUBCONTRACTOR SHALL CONSTITUTE A WAIVER OF ALL RIGHTS BY THAT PAYEE AGAINST COUNTY FOR RECOVERY OF ANY LOSS, EXCEPTING ONLY THOSE CLAIMS THAT HAVE BEEN SUBMITTED BY CONTRACTOR IN THE MANNER REQUIRED BY SECTION 4.3, ABOVE, PRIOR TO, OR AT THE TIME OF CONTRACTOR'S SUBMISSION TO COUNTY OF, ITS APPLICATION FOR PAYMENT REQUSTING FINAL PAYMENT.

9.11 **SUBSTANTIAL COMPLETION**

9.11.1 **Contract Time.** Contractor shall achieve Substantial Completion of the Work, or such portion of the Work as may be designated at any time by County for separate delivery, in accordance with the requirements of the Contract Time and other provisions of the Contract Documents.

9.11.2 **Request for Inspection.** Contractor shall notify the County when Contractor believes that the Work, or portion thereof designated by the County in the Contract Documents or otherwise for separate delivery, is Substantially Complete.

9.11.3 **Substantial Completion Inspection.** When Contractor gives notice to County that it has achieved Substantial Completion of the Work, or a County designated portion thereof, unless the County determines that the Work or County designated portion thereof is not sufficiently complete to warrant an inspection to determine Substantial Completion, County, Inspector of Record, Architect and such others as may be designated by County will inspect the Work, or such County designated portion thereof.

9.11.4 **Substantial Completion Punch List.** At the conclusion of such inspection, County shall prepare and give to Contractor (or, Owner may request that Contractor prepare and provide to County) a Substantial Completion Punch List of items, if any, to be completed or corrected for Substantial Completion. If Contractor disputes any of the items included, it shall so note its objection on the Substantial Completion Punch List. Contractor shall proceed within forty-eight (48) hours after preparation of the Substantial Completion Punch List to commence correction or completion of the items on the Substantial Completion Punch List, including, without limitation, any disputed items, and all such items of Work shall be completed promptly by Contractor before the Work will be considered as Substantially Complete. Failure by County, Architect, Inspector of Record or Contractor to include an item on the Substantial Completion Punch List does not alter the responsibility of Contractor to perform the Work in accordance with the Contract Documents. Items of Work necessary for Substantial Completion that, for any reason, have been omitted from the Substantial Completion Punch List shall be added to the Substantial Completion Punch List and Contractor shall, at the request of County, Architect or Inspector of Record made at any time prior to Final Payment commence correction or completion of such items within forty-eight (48) hours and all such items of Work shall be completed by Contractor promptly and before the Work will be considered as Substantially Complete.

9.11.5 **Re-Inspection.** Contractor shall notify County when the items of Work shown on the Substantial Completion Punch List are completed. County, Inspector of Record, Architect and such others as County deems necessary or appropriate will then make a further inspection to determine whether such Work is Substantially Complete. If such inspection, or any subsequent re-inspection required pursuant hereto, discloses any item, whether or not included on the Substantial Completion Punch List, which must be completed or corrected before Substantial Completion, Contractor shall, as a condition of Substantial Completion, complete or correct such item, which shall then be re-inspected to confirm that such Work is Substantially Complete. Contractor shall reimburse County, or County may at its option withhold from Contractor's payments, amounts incurred by County to the Inspector of Record, Architect, County Consultants or others whose services, for reasons within the control or responsibility of

Contractor or the Subcontractors, are necessary for more than two (2) such re-inspections to determine Substantial Completion.

9.11.6 **Notice of Substantial Completion.** When County determines that the Work, or such designated portion thereof, is Substantially Complete, County will prepare a Notice of Substantial Completion on the County's form, which shall state the date of Substantial Completion. If the Notice of Substantial Completion is for the entire Work, then the County will attach to it the Final Completion Punch List prepared in accordance with Paragraph 9.13.2, below. Regardless of the date the Notice of Substantial Completion is issued, Substantial Completion shall be deemed to have occurred on the date stated in the Notice of Substantial Completion.

9.12 PARTIAL OCCUPANCY OR USE

County reserves the right to beneficially occupy all or any portion of the Work at any time before Substantial Completion of the entire Work. Beneficial occupancy means that County has assumed physical occupancy and use of all or such portion of the Work. Commencement of improvements or other work by Separate Contractors in order to ready the Work for use or occupancy by County shall be unconditionally permitted in all cases prior to Substantial Completion and shall not constitute a taking of beneficial occupancy by County. Exercise by County in accordance with the provisions of this Section 9.12 of its right to take beneficial occupancy shall not constitute grounds for a Contract Adjustment. The County's right of beneficial occupancy of all or a portion of the Work prior to Substantial Completion shall be subject to the following conditions:

9.12.1 County and such others as County deems necessary will make an inspection of the portion of the Work to be beneficially occupied and prepare a list of items to be completed or corrected in the same manner as required by and subject to the same conditions as set forth in Section 9.11, above.

9.12.2 Beneficial occupancy by County shall not be construed as Acceptance of that portion of the Work which is to be occupied.

9.12.3 Except as otherwise provided in this Section 9.12, beneficial occupancy by County shall not constitute a waiver of rights of the County against Contractor. Notwithstanding anything stated in this Section 9.12 or elsewhere in the Contract Documents to the contrary, beneficial occupancy by County shall not constitute a waiver of rights of County relating to Defective Work in the area beneficially occupied or in any other portion of the Work.

9.12.4 Prior to the County's taking beneficial occupancy, Contractor shall submit to County an itemized list of each piece of equipment located in or serving the area to be occupied stating the date operation of such piece of equipment commenced, together with operating instructions, manuals and other information required by the Contract Documents. Contractor shall provide, in the areas beneficially occupied, on a continual basis, utility services, elevator service, and heating and cooling systems in operable condition commencing at the time of beneficial occupancy and until Final Completion of the entire Work. County shall be responsible, from and after taking occupancy, for utility consumption, regular operation and regular maintenance of such systems or equipment.

9.12.5 County shall pay all normal operating and maintenance costs resulting from its use of equipment in areas beneficially occupied.

9.12.6 County shall pay all utility costs that arise out of its beneficial occupancy.

9.12.7 Contractor shall not be responsible for providing security in areas beneficially occupied.

9.12.8 County shall use its best efforts to prevent its beneficial occupancy from interfering with the conduct of Contractor's remaining Work.

9.12.9 Contractor shall not be required to repair damage caused solely by County's beneficial occupancy.

9.12.10 Contractor shall continue to maintain all insurance required by the Contract Documents in full force and effect.

9.13 **FINAL COMPLETION**

9.13.1 **Contract Time.** Contractor shall expeditiously and diligently perform the Work after Substantial Completion, including, without limitation, all items of Work on the Final Completion Punch List that accompanies the Notice of Substantial Completion, so as to achieve Final Completion within the requirements of the Contract Time for Final Completion.

9.13.2 **Final Completion Punch List.** Contractor shall prepare and submit to County at the time that Contractor requests inspection for Substantial Completion of the entire Work pursuant to Paragraph 9.11.2, above, a draft proposed Final Completion Punch List of items of Work that will be required to be completed or corrected for Final Completion. Items identified in the course of any inspection for Substantial Completion that are required to Finally Complete the Work following Substantial Completion shall be added to the proposed Final Completion Punch List and the revised Final Completion Punch List attached to the Notice of Substantial Completion. If Contractor disputes any of the items included, it shall so note its objection on the Final Completion Punch List. When Contractor considers the Final Completion Punch List to be complete, it shall promptly sign and deliver the Final Completion Punch List to the County. Failure by County, Architect, Inspector of Record or Contractor to include an item on the Final Completion Punch List does not alter the responsibility of Contractor to perform the Work in accordance with the Contract Documents. Items of Work necessary for Final Completion that, for any reason, have been omitted from the Final Completion Punch List shall be added to the Final Completion Punch List upon request by the County made at any time prior to Final Payment and completion of such items shall be made promptly and before the Work will be considered Finally Complete.

9.13.3 **Performance of Punch List.** Contractor shall proceed promptly and in accordance with the Contract Time to correct and complete the items on the Final Completion Punch List, including, without limitation, any disputed items, and all such items of Work shall be completed by Contractor before the Work will be considered as Finally Complete.

9.13.4 **Request for Final Inspection.** Contractor shall notify County when Contractor believes that the Work is Finally Complete. County, Inspector of Record, Architect and such others as County deems necessary or appropriate will then make a further inspection to determine whether such Work is Finally Complete. If such inspection, or any subsequent re-inspection required pursuant hereto, discloses any item, whether or not included on the Final Completion Punch List, which must be completed or corrected before Final Completion, Contractor shall, as a condition of Final Completion, complete or correct such item, which shall then be re-inspected to confirm that such Work is Finally Completed. Contractor shall reimburse County, or County may at its option withhold from Contractor's payments, amounts incurred by County to the Inspector of Record, Architect, County Consultants or others whose services, for reasons within the control or responsibility of Contractor or the Subcontractors, are necessary for more than two (2) inspections to determine Final Completion.

9.13.5 **Notice of Final Completion**. When County determines that the Work is Finally Complete, County will prepare a Notice of Final Completion on the County's form, which shall state the date of Final Completion. Regardless of the date the Notice of Final Completion is issued, Final Completion shall be deemed to have occurred on the date stated in the Notice of Final Completion.

9.13.6 **Acceptance by County**. Acceptance may be exercised by County, in its sole and absolute discretion, either after Final Completion or, without waiving or releasing Contractor from any of its obligations under the Contract Documents, at any time after Substantial Completion and prior to Final Completion.

9.13.7 **Notice of Completion.** In addition to issuance of the Notice of Substantial Completion and Notice of Final Completion, County shall have the right, exercised in its sole and absolute discretion, to record a Notice of Completion pursuant to California Civil Code §9204.

9.13.8 **No Waiver by County.** No inspections conducted pursuant to this Article 9 nor any approvals or certificates issued by County, Architect or Inspector of Record shall be deemed to be a waiver or limitation on County's right to insist on Final Completion and full performance of all other conditions to Final Payment under the Contract Documents prior to issuance of Final Payment to Contractor.

Attachment: 007638_TildenCoil_Contract [Revision 1] (2115 : LDS Facility Clinic - Approval of PSA with

ARTICLE 10
INSPECTIONS, SAFETY AND HAZARDOUS SUBSTANCES

10.1 INSPECTIONS

10.1.1 **General.** One or more Inspectors of Record, including special inspectors as required, may be employed by County and assigned to the Work. The fees of Inspectors of Record shall be directly paid for by County. IF INSPECTORS OR RECORD ARE ASSIGNED TO THE WORK, THEN NO WORK SHALL BE CARRIED ON EXCEPT UNDER THE INSPECTION, AND WITH THE KNOWLEDGE, OF THE APPROPRIATE INSPECTOR(S) OF RECORD, and Contractor shall be responsible, at Contractor's Own Expense, to remove and replace any Work performed without such inspection by the appropriate Inspector of Record.

10.1.2 **Coordination.** Contractor shall schedule, arrange, and coordinate its activities with the activities of the County, Inspectors of Record, Architect, County Consultants and others designated by County to inspect or observe the Work. When, in order to comply with the intent of the Contract Documents, inspection or observation must be made at the plant or mill of the manufacturer or fabricator of material or equipment, Contractor shall notify the County, as well as any other persons identified by County as assigned by it to inspect or observe the Work, a sufficient length of time in advance to allow for arrangements to be made for such inspection or observation.

10.1.3 **Uncovering of Work.** County or an Inspector of Record shall have the right to request that any portion of the Work be uncovered by Contractor for inspection. Except as otherwise provided in Paragraph 10.1.1, above, if such Work is found to be in accordance with the Contract Documents, then all of the additional costs incurred in uncovering, replacing and re-covering the Work shall constitute grounds for Contractor, upon proper notice and request pursuant to Article 7, above, to receive a Contract Adjustment for Compensable Change and if such uncovering, replacing and re-covering of the Work causes a Delay, such Delay shall constitute grounds for Contractor, upon proper and timely notice and request pursuant to Article 8, above, to receive a Contract Adjustment for Compensable Delay. If such Work is not in accordance with the Contract Documents, then such costs of uncovering, replacing and re-covering shall be paid for by Contractor at Contractor's Own Expense and any resulting Delay shall be consider an Unexcused Delay.

10.1.4 **Off-Hours Inspections.** Contractor shall request approval by County before arranging any inspections either: (1) before 7:00 am or after 3:00 pm on Monday through Friday, or (2) on any Saturday, Sunday, holiday or any other time when Work is not usually in progress. Such request shall be delivered to County at least two (2) working days in advance of the inspection being performed. Approval or disapproval of such request is in the sole and absolute discretion of County. Except where such off-hours inspections are due to a breach by County of an obligation under the Contract Documents, the additional cost (over and above that which would be required for inspections during regular business hours) to County of the inspection shall be paid for by Contractor at Contractor's Own Expense.

10.1.5 **Access to the Work.** Contractor shall make available for use by County, Inspectors of Record, Architect, County Consultants and others assigned to inspect or observe the Work, any equipment (wheelbarrow, shovel, ladder, man-lift, etc.) that is available or in use on Site, and is required to assist in such inspections or observations.

10.1.6 **Right to Stop Work.** County shall have the right, but not the obligation, to order Contractor to stop performance of Work. Inspectors of Record shall, only if and to the extent permitted by Applicable Laws or if they are given written authority to do so by County, have the authority, but not the obligation, to stop the Work whenever provisions of Contract Documents are not being complied with, or the conduct of the Work poses a probable risk of harm to persons or property.

10.1.7 **No County Duty.** No authority of the County, Inspectors of Record, Architect, County Consultants or others designated by County to inspect the Work that is conferred by the Contract Documents nor any decision made by any of them in good faith either to exercise or not exercise such authority, nor any recommendation by any of them, shall give rise to a duty or responsibility on the part of any of them to Contractor or to the Subcontractors, of any Tier.

10.1.8 **Contractor Responsibility.** Inspections or observations by the County, Inspectors of Record, County Consultants or others shall not in any way relieve Contractor from its sole responsibility for full compliance with all of the terms and conditions of the Contract Documents, nor be construed to lessen, to any degree, Contractor's responsibility for providing efficient and capable superintendence as required herein or for incorporating into the Work only those items of the Work that conform to the Contract Documents.

10.1.9 **Reimbursement to County.** Without limitation to any other provisions of the Contract Documents, Contractor shall reimburse the County at Contractor's Own Expense, or County shall have the right, at its option, to withhold from payments due to Contractor, costs of inspections, observations or testing and other Losses that are incurred for any of the following reasons: (1) Contractor has failed to execute the Work in accordance with the Contract Documents; (2) materials or equipment have been substituted by Contractor, without prior approval by the County and Architect; (3) Defective Work; or (4) to conduct load testing of certain portions of the structure that have not fully met the requirements of the Contract Documents.

10.2 **SAFETY PRECAUTIONS AND PROGRAMS**

10.2.1 **General Safety Obligation.** Contractor shall, notwithstanding the activities of others (such as, but not limited to, the County, Architect, Inspectors of Record, County Consultants or others designated by County to prepare safety recommendations or inspect or observe the Work), be solely responsible, on a twenty-four (24) hours a Day, seven (7) Days a week basis, for initiating, maintaining and supervising all safety precautions and programs on the Site in connection with the preparation, performance, observation or inspection of the Work, including all necessary precautions to protect and safeguard all persons and property from loss, injury, death or damage resulting, directly or indirectly, from the activities of Contractor or the Subcontractors, including, without limitation, all of the following:

.1 persons in and around the Site, as well as their personal property and vehicles;

.2 the Work, materials and equipment to be incorporated therein under care, custody or control of Contractor or the Subcontractors, of any Tier, whether in storage on or off the Site, including, without limitation, the provision of temperature control, covering and enclosures necessary to prevent Loss due to adverse weather conditions;

.3 other property at the Site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, curbs, roadways, structures (including, without limitation, protection from settlement or loss of lateral support) and utilities not designated for removal, relocation or replacement in the course of construction; and

.4 construction and operations by the County, Architect and Inspectors of Record.

10.2.2 **Contractor's Safety Program.** Prior to starting the Work, Contractor shall prepare and submit to County a Safety Program, which shall comply with the requirements of the Contract Documents and shall include, at a minimum, guidelines, requirements and procedures for the following: safety management policy; emergency response plan; illness and injury prevention procedures; safety meetings; accident investigation; basic accident causes; safety inspection checklist; fire prevention and control; report forms; and employee safety manual and procedures for achieving compliance with safety requirements of insurers. A copy of the Safety Program shall be maintained on Site at all times and provided to the County upon request. Contractor is solely responsible for monitoring activities at the Site for compliance with the Safety Program and for the enforcement thereof.

10.2.3 **Safety Orders.** Contractor shall comply with all Applicable Laws, including, without limitation, all safety laws, standards, orders, rules, regulations and building codes, to prevent accidents or injury to persons on, about or adjacent to the Site and to provide a safe and healthful place of employment. Contractor shall, at Contractor's Own Expense, correct any violations of Applicable Laws occurring or threatened by conditions on the Site.

10.2.4 **Safety Representative.** Contractor shall designate a responsible member of its organization on the Site, who meets the qualification and competency requirements of Applicable Laws and whose sole duty shall be giving safety instructions, prevention of accidents and overall job site safety (including, without limitation, posting of information and other notices regarding safety that are required under occupational safety and health laws and

compliance with reporting and other occupational safety requirements pertaining to the protection of the life, safety and health of the workers). The name of the person so designated shall be reported to the County by Contractor prior to the commencement of any Work on the Site.

10.2.5 **Protection.** Contractor shall take reasonable precautions to protect the Work and all building materials, equipment, temporary field offices, storage sheds, and other public and private real and personal property that might be affected, directly or indirectly, by Contractor's activities associated with performance of the Work, and shall make good, at Contractor's Own Expense, all Loss due to failure to provide such reasonable precautions.

10.2.6 **Safeguards, Disabled Access.** Contractor shall erect and maintain, as required by existing conditions and performance of the Work, all necessary safeguards for safety and protection, including, without limitation, safety devices, belts, nets, barriers, safety rails, canopies, danger signs, fire protection, no smoking prohibitions, warnings against hazards, safety regulations postings and notifications to owners and users of adjacent sites and utilities, and shall, as required by Applicable Laws, make provision for access for, and provide assistive devices to, persons with disabilities, including, without limitation, providing safe pathways of travel around areas where construction is being performed so that occupants, visitors, the public and others on the Site with disabilities are afforded reasonably direct and barrier-free access to areas of the Site and Existing Improvements.

10.2.7 **Fire, Explosives, Hazardous Substances.** Contractor shall take all necessary precautions to guard against and eliminate possible fire hazards. Explosives may be used or stored only when authorized in writing by the County. Explosives shall be handled, used and stored in accordance with Applicable Laws. When use or storage of explosives or other Hazardous Substances or methods of construction involving use of dangerous materials or equipment are necessary for execution of the Work, Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

10.2.8 **First Aid.** Contractor shall maintain emergency first aid treatment for all workers and other persons on the Project which complies with the Federal Occupational Safety and Health Act of 1970 (29 U.S.C.A. §§651 et seq.) and all other Applicable Laws.

10.2.9 **Unsafe Conditions.** Contractor shall immediately correct any condition that exists on the Site, or that County, in its reasonable judgment, determines to exist on the Site, that is unsafe or potentially unsafe to persons or property.

10.2.10 **Responsibility for Loss.** Contractor shall promptly remedy Loss to any property or person caused in whole or in part by the failure of Contractor, the Subcontractors, of any Tier, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable to fully comply with the requirements of this Article 10, except Loss attributable solely to the negligent acts or omissions of the County, Inspectors of Record, Architect, County Consultants or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, and not attributable, in whole or in part, to the negligence, willful misconduct or violation of Applicable Laws by Contractor or a Subcontractor, of any Tier, or the failure by Contractor to comply with the Contract Documents. The foregoing obligations of Contractor are in addition to and not a limitation upon Contractor's indemnity obligations under Section 3.18, above.

10.2.11 **Loading, Storage.** Contractor shall be responsible for coordinating the storage and staging of materials and equipment on-Site and off-Site and shall not load or store or permit any part of the Work or the Site to be loaded or stored so as to endanger the safety of persons or risk loss or damage to property.

10.2.12 **Emergency.**

.1 **Contractor Responsibility.** In an emergency involving safety or protection of persons or property, Contractor shall act immediately, either at County's direction or as otherwise necessary under the circumstances, to prevent any Loss. In such cases, Contractor shall immediately notify County, which notice may be oral, followed within twenty-four (24) hours after occurrence of the incident by written confirmation of the occurrence of such emergency and Contractor's action in response thereto.

.2 **County Action.** If, in the sole discretion of County, the condition is immediately threatening life or property, County may, with or without notice to Contractor, take whatever immediate action is necessary to

correct the life-threatening condition, and the costs thereof, including, without limitation, any fees or costs of Architect, Inspectors of Record, County Consultants or others to whom County may be liable, shall be borne by Contractor at the Contractor's Own Expense.

10.2.13 **No County Responsibility.** Nothing set forth in this Section 10.2 or elsewhere in the Contract Documents shall be interpreted as an assumption of any responsibility on the part of County or other persons or entities other than the Contractor and the Subcontractors, to report such conditions to Contractor nor as relieving Contractor of any of its responsibilities under the Contract Documents.

10.2.14 **Separate Contractors.** With respect to work of a Separate Contractor being performed within an area of the Site that is under the responsibility or control of the Contractor, Contractor shall: (1) provide copies of the Safety Program to the Separate Contractors and advise the Separate Contractors of the areas of the Site to which the Safety Program applies and where compliance with the Safety Program is expected; (2) protect the Separate Contractors' work and workers from Loss due to the actions or inactions of Contractor and the Subcontractors; and (3) notify the Separate Contractor and County of any observed violation by the Separate Contractor of the Safety Program or of any violations by the Separate Contractor of Applicable Laws governing safety on the Site. Nothing herein shall be interpreted as relieving the Separate Contractors from their obligations to comply with the Contractor's Safety Program, as excusing any failure by a Separate Contractor from performing its obligations under its contracts with County or Applicable Laws or as obligating Contractor to directly supervise or enforce the obligations of the Separate Contractors to comply with the requirements of the Safety Program or Applicable Laws relating to safety.

10.3 HAZARDOUS SUBSTANCES, MOLD

10.3.1 Hazardous Substances.

.1 On Site Conditions.

(1) Existing Conditions. In the event Contractor or its Subcontractors encounter materials existing or otherwise present at the Site that are reasonably believed to be Hazardous Substances that have not been rendered harmless, Contractor and Subcontractors shall, except in cases where the removal, encapsulation or abatement of such Hazardous Substances is indicated by the Contract Documents to be part of the Work to be performed by Contractor, immediately stop Work in the area affected and report the condition to County in writing. Contractor and Subcontractors shall continue Work in unaffected areas reasonably believed safe. County shall then promptly arrange for the sampling, testing and profiling of such suspected Hazardous Substances to confirm the nature, quantity or concentration thereof. In the event that such suspected Hazardous Substances are determined not to be Hazardous Substances or to be Hazardous Substances but not of sufficient nature, quantity or concentration to trigger handling and manifesting of the same as a hazardous waste upon disturbance and removal, then Contractor and its Subcontractors shall, without any Contract Adjustment, be obligated to resume the portion of the Work that was suspended and shall proceed to handle and dispose of such materials pursuant to the Contract Documents, taking all reasonable precautions that are applicable under the circumstances. If, alternatively, the suspected Hazardous Substances are determined to be Hazardous Substances of sufficient nature, quantity or concentration to trigger handling and manifesting of the same as hazardous waste upon disturbance and removal, the parties shall determine what, if any, action to take with respect to such Hazardous Substances, whether to resume Work with respect to such Hazardous Substances, taking all reasonable precautions that are applicable under the circumstances, and what, if any, Contract Adjustment is appropriate and mutually agreed in order to account for any increased cost of, or Delay in connection with, handling or disposal of Hazardous Substances not already contemplated and provided for in the Contract Documents.

(2) Contractor Release. Contractor and its Subcontractors shall not cause the discharge, release, emission, spill, storage, treatment or disposal of any Hazardous Substance on or adjacent to the Site, except as required and permitted by the Contract Documents and Applicable Laws in connection with Contractor's performance of an obligation to remove Hazardous Substances as part of the Work agreed to be performed under the Contract Documents or as otherwise required under the provisions of this Subparagraph 10.3.1.1. Should Contractor or its Subcontractors discharge, release, emit, spill, treat, store or dispose of any Hazardous Substance on the Site in violation of the foregoing obligation or otherwise in violation of Applicable Laws, Contractor shall at Contractor's Own Expense and without limitation to County's other rights or remedies for default immediately (a) inform County in writing of such event, (b) advise County with respect to any release reporting or

notification requirement that may apply as a result of such event, (c) assist County in complying with any such reporting or notification requirement as determined by County, and (d) perform any investigation, remediation, removal or other response that is necessary or desirable in order to abate or clean up the condition resulting from such event to the full satisfaction of County and any applicable Governmental Authority. Such Hazardous Substances shall be removed and properly disposed of as soon as they can be accepted at an appropriate disposal facility, and in no event later than sixty (60) Days after such waste is generated, unless a longer time is approved by County.

.2 Remediation by Contractor.

(1) Application. The provisions of this Paragraph 10.3.1.2 shall apply only if the Work to be performed by Contractor includes within its scope the removal, abatement, moving, handling, containment, disposal or transport of Hazardous Substances

(2) Advance Submissions to County. Before Contractor or any of its Subcontractors moves, removes, or transports Hazardous Substances to a facility for the receipt, treatment, storage or disposal of the Hazardous Substances ("Hazardous Substances Facility"), Contractor shall cause the person or entity who will be moving, removing or transporting the Hazardous Substances to provide to County the following: (a) verification of the Hazardous Substance Facility's or other transporter's licensed status to haul such materials; (b) verification of the Hazardous Substance Facility's licensed status, including a current permit to receive the specific materials to be transported there; (c) certification that the Hazardous Substance Facility is not under enforcement action by the U.S. Environmental Protection Agency ("EPA") or applicable State Governmental Authority or listed on any applicable EPA or applicable State Government Authority list of violating facilities; (d) verification of the Hazardous Substances Facility's EPA Identification Number (if applicable); and (e) original executed letter(s) of indemnity from the Hazardous Substances Facility bearing the Hazardous Substance Facility's letterhead. Contractor further warrants that the selected Hazardous Substance Facility is appropriately licensed and permitted to store, treat and dispose of Hazardous Substances waste in connection with the Work.

(3) Contractor Responsibility. Contractor warrants that it is aware of and understands the hazards which are presented to persons, property and the environment in performance of the transportation, storage and disposal of the Hazardous Substances described in the Contract Documents. Contractor and its Subcontractors and agents shall be responsible for the following: (a) processing the application for, and receiving on behalf of the County or appropriate entity, an EPA or state-equivalent generator identification number (if required); (b) preparing manifests and other shipping documents; (c) making all necessary arrangements (after consultation with County) for any off-Site transportation, treatment, storage and disposal of such Hazardous Substances in accordance with Applicable Laws; (d) ensuring the proper and lawful transportation and disposal of such Hazardous Substances, even if such services are performed by other entities under contract with Contractor or its Subcontractors; and (e) taking any necessary actions to ensure such proper transport and disposal in the event of any contingency, such as the rejection of the Hazardous Substances as nonconforming by any waste disposal facility. Contractor shall promptly provide to County copies of all manifests and other shipping documents confirming the receipt and proper disposal of all Hazardous Substances at the Hazardous Substances Facility, even if such services are performed by other entities under contract with Contractor or its Subcontractors.

(4) Reporting Requirements. Contractor shall comply with any Hazardous Substances release reporting requirements to Governmental Authorities directly applicable to Contractor. Notice of such reporting must be provided in advance to County or concurrently in the event of an emergency.

(5) Samples. Contractor and its Subcontractors shall retain all media samples for the longer of (a) the longest holding period specified in any federal, state or local laboratory analytical procedures or guidance for the analyses performed; or (b) three months for soil samples and thirty (30) Days for water samples. Further storage or transfer of samples will be made at County's expense upon County's written request of Contractor. Contractor shall require by contract that each and every Subcontractor and agent of Contractor or a Subcontractor who performs testing of samples in connection with the Work properly disposes of such samples in accordance with Applicable Laws after completion of testing and notice to County. Regarding any such samples which may remain on-Site, provided County has approved of such on-Site storage in advance, County agrees to pay all costs associated with the storage, transport, and disposal of such samples.

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(6) Verification. Upon Final Completion of the Work, Contractor shall confirm to County in writing that: (a) all Hazardous Substances specified for removal in the Contract Documents have been removed; and (b) all Hazardous Substances wastes removed from the Site as part of the Work have been disposed of in accordance with this Subparagraph 10.3.1.2 and Applicable Laws in a Hazardous Substances Facility.

10.3.2 **Mold.** Contractor is responsible to immediately notify County in writing if any conditions in the construction materials incorporated or to be incorporated into the Work or present in Existing Improvements are encountered at the Site that Contractor or any Subcontractor knows or, in the exercise of due care of a Contractor and not that of a consultant with special or technical expertise in the subject of Mold, should know indicate the presence of Mold or if untreated are likely to result in the growth of Mold. Contractor shall thereafter take such precautions as are reasonably required to prevent the exposure of persons to such conditions until they have been evaluated. Except as otherwise authorized by the Contract Documents or as are usual and customary according to prevailing standards of the construction industry in the vicinity of the Project, Contractor shall not allow water or moisture to come into contact with materials in Existing Improvements or with materials located at the Site that are incorporated or to be incorporated into the Work and if such contact occurs, the areas affected shall be inspected by Contractor, using appropriate consultants experienced in testing and evaluating Mold, for the presence of Mold and evaluated for the potential of future growth of Mold. All portions thereof that are found to indicate the presence of Mold, or that are found to be in a condition that has the potential for becoming a source of Mold, shall be removed and replaced. Costs incurred by Contractor due to its failure to perform its obligation under this Paragraph 10.3.2 shall be borne by Contractor at Contractor's Own Expense.

10.3.3 **Release of County**. Contractor assumes the risk that its employees or the employees of its Subcontractors, and other persons that they cause or permit to be present on the Site, may be exposed to known or unknown Hazardous Substances or Mold. Under no circumstances shall County be liable for, and Contractor hereby fully and unconditionally releases County and the other Indemnitees from, and agrees to defend and indemnify County and the other Indemnitees on the terms set forth in Section 3.18, above, against, any and all known and unknown Losses resulting from or relating to the exposure of any employee of Contractor or its Subcontractors, or other person that they cause or permit to be present on the Site, to: (1) Hazardous Substances or Mold encountered in connection with or as a result of the performance of the Work, or (2) Hazardous Substances or Mold not necessarily encountered in connection with the performance of the Work, but to which any of them may nevertheless be exposed as a result of their being present on the Site.

10.3.4 **Communications with Governmental Authorities.** Contractor shall provide to County copies of all written communications with Governmental Authorities or others relating to Hazardous Substances or Mold (other than privileged communications); provided, however, that non-disclosure of privileged communications shall not limit Contractor's obligation to otherwise comply with the terms of the Contract Documents, including, without limitation, this Section 10.3.

10.3.5 **Subcontractors.** Contractor shall include provisions in all contracts it enters into with Subcontractors for the Work requiring them to assume toward Contractor and County the same obligations that Contractor assumes toward County under this Section 10.3. Contractor shall require the Subcontractors to ensure that such provisions are included in all contracts they enter into with all lower-Tier Subcontractors.

ARTICLE 11
INSURANCE

11.1 INSURANCE

11.1.1 **Contractor's Insurance Requirements.** Without limiting or diminishing any of the Contractor's obligations to defend, indemnify or hold the County harmless as set forth elsewhere in the Contract Documents, Contractor shall procure and maintain or cause to be maintained throughout the performance of the Work and for the duration of any guarantee or warranty provided under the Contract Documents, at Contractor's Own Expense, the following insurance coverages:

.1 Workers' Compensation. If the Contractor has "employees", as defined by the State of California, the Contractor shall provide a policy of statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Such policy shall include Employers' Liability (Coverage B) including

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Occupational Disease with limits not less than $1,000,000 per person per accident. Such policy shall be endorsed to waive subrogation in favor of the County and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement. Pursuant to §3700 of the California Labor Code, Contractor shall file with the County before commencing the Work the following signed certification:

> *"I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I shall comply with such provisions before commencing the performance of the Work of this Construction Contract."*

.2 **Commercial General Liability.** Contractor shall provide a policy of Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of Contractor's performance of its obligations hereunder. Such policy shall name the County, its agencies, districts, special districts and departments, and their respective directors, officers, elected or appointed officials, agents, employees and representatives, including, without limitation, the members of the Board of Supervisors, and all other Indemnitees, as "additional insureds" and contain a waiver of subrogation in favor of the County and all other such additional insureds. Such policy's limit of liability shall not be less than $1,000,000 per occurrence combined single limit. If such policy contains a general aggregate limit, it shall apply separately to the Construction Contract or be no less than two (2) times the occurrence limit.

.3 **Vehicle Liability.** If vehicles or mobile equipment are used in the performance of the Work or other obligations under the Contract Documents, then Contractor shall provide a policy of liability insurance converage 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 policy contains a general aggregate limit, it shall apply separately to the Construction Contract or be no less than two (2) times the occurrence limit. Such policy shall name the County, its agencies, districts, special districts and departments, and their respective directors, officers, elected or appointed officials, agents, employees and representatives, including, without limitation, the members of the Board of Supervisors, and all other Indemnitees, as "additional insureds" and contain a waiver of subrogation in favor of the County and all other such additional insureds.

.4 **Property (Physical Damage).** Contractor shall provide a policy of all-risk property insurance coverage for the full replacement value of all Contractor's equipment, improvements/alterations, temporary structures, and systems, including without limitation, items owned by others in the Contractor's care, custody or control, used on the Site or other County-owned property, or used in any way connected with the performance of the Work.

.5 **Builder's All Risk (Course of Construction) Insurance.** The Bid Form utilized by Contractor to prepare its Bid states whether the Contractor shall include Builder's All Risk (Course of Construction) Insurance for the Project. If the Bid Form states that such insurance shall be included by the Bidder in its Bid, then Contractor shall provide a policy of Builder's All Risk (Course of Construction) insurance coverage including (if the Work is located in an earthquake or flood zone or if required on financed or bond financing arrangements) coverage for earthquake and flood, covering the County, Contractor and every Subcontractor, of every Tier, for the entire Project, including property to be used in the construction of the Work while such property is at off-Site storage locations or while in transit or temporary off-Site storage. Such policy shall include, but not be limited to, coverage for fire, collapse, faulty workmanship, debris removal, expediting expense, fire department service charges, valuable papers and records, trees, grass, shrubbery and plants. If scaffolding, falsework and temporary buildings are insured separately by the Contractor or others, evidence of such separate coverage shall be provided to County prior to the start of the Work. Such policy shall be written on a completed value form. Such policy shall also provide coverage for temporary structures (on-Site offices, etc.), fixtures, machinery and equipment being installed as part of the Work. Contractor shall be responsible for any and all deductibles under such policy. Upon request by County, Contractor shall declare all terms, conditions, coverages and limits of such policy. NOTWITHSTANDING THE FOREGOING, COUNTY RETAINS THE RIGHT EXERCISED AT ANY TIME PRIOR TO AWARD TO ELECT TO USE ITS OWN BUILDER'S ALL RISK (COURSE OF CONSTRUCTION) INSURANCE and in the event County so elects to deduct the price for such insurance that is stated in Contractor's Bid, or if not so stated the amount included by Contractor for such insurance in the preparation of the Contractor's Bid, from the Contract Price by means of a Contract Adjustment

pursuant to Change Order or Unilateral Change Order. If the County so provides the All Risk (Course of Construction) insurance for the Project, then Contractor shall assume the cost of any and all applicable policy deductibles (currently, $50,000 per occurrence) and shall insure its own machinery, equipment, tools, etc. from any loss of any nature whatsoever.

11.1.2 **Other Mandatory Insurance Requirements.** The Contractor shall comply with the following requirements, which shall be deemed applicable to all carriers and insurance policies provided pursuant to Paragraph 11.1.1, above:

.1 **Insurer Rating.** Any and all insurance carrier(s) providing insurance coverage under any and all policy(ies) of insurance provided by Contractor pursuant to Paragraph 11.1.1, above, 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, and if the County's Risk Manager waives such requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term);

.2 **Self Insured Retentions**. Contractor shall advise County in writing the dollar amount of any "self insured retention" maintained by the Contractor that exceeds $500,000 per occurrence. Each such self insured retention must have the prior written consent of the County Risk Manager before the commencement of any Work or operations or activities relating to the Work. If Contractor is notified that a self insured retention is unacceptable to the County, then at the election of the County, exercised in the County's sole and absolute discretion, by means of the written approval of the County's Risk Manager, the insurance carriers affected shall either: (1) reduce or eliminate such self-insured retention as respects the Construction Contract; or (2) procure a bond, satisfactory to County and approved by County in writing, which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

.3 **Evidence of Insurance.** Contractor shall cause Contractor's insurance carrier(s) to furnish to the County either: (1) properly executed original certificate(s) of insurance and certified original copy(ies) of endorsement(s) effecting the coverage(s) required by this Section 11.1, or (2) if requested to do so orally or in writing by the County Risk Manager, provide original, certified copy(ies) of policy(ies) including all endorsement(s) and all attachment(s) thereto, showing such insurance is in full force and effect. Such certificate(s) and all policies of insurance provided by Contractor pursuant to this Section 11.1 shall contain the covenant of the insurance carrier(s) that thirty (30) Days' written notice shall be given to the County prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. Each certificate of insurance and endorsement shall be signed by an individual expressly authorized by the insurance carrier to do so on the carrier's behalf. Contractor shall, if requested, provide written proof of such authorization. ***Contractor shall not commence any Work or any activities or operations related to the performance of the Work unless and until Contractor has complied with all of the requirements of this Section 11.1.***

.4 **Modification, Cancellation, Changes in Limits.** A material modification, cancellation, expiration, or reduction in coverage, shall constitute an Event of Contractor Default for which County shall have right, without limitation to its other rights or remedies provided for in the Contract Documents or under Applicable Laws, to terminate this Construction Contract. Such Event of Contractor Default may only be deemed cured if the County receives, prior to the effective date of such material modification, cancellation, expiration or reduction in coverage, properly executed original certificate(s) of insurance and original, certified copy(ies) of policy(ies) and endorsement(s), including all attachment(s) thereto, evidencing that the coverage(s) required by this Section 11.1 is(are) and will continue, without any gap in coverage, in full force and effect in accordance with all of the requirements of this Section 11.1

.5 **Primary Coverage.** It is understood and agreed to by County and Contractor that the Contractor's insurance coverage(s) provided under this Section 11.1 shall be construed as primary insurance, and the County's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

.6 **Additional Coverages.** County reserves the right to modify, adjust, add to and/or increase the types, amounts and terms of any insurance required under this Section 11.1 if the County Risk Manager determines, in the exercise of his/her sole and absolute discretion, that the type, amount or terms of the insurance required by this Section 11.1 has(have) become inadequate or that additional risk or exposure exists (such as, without

limitation, the use of aircraft, watercraft, cranes, etc.) due to: (1) a Change in the Work; (2) the period of time of Contractor's actual performance of the Work continuing for longer than five (5) years from the Date of Commencement, whether due to Contract Adjustment or for any for any other reason; or (3) other circumstances not reasonably foreseeable to County.

.7 **Subcontractors.** Contractor shall include provisions in its subcontracts requiring each Subcontractor to assume an obligation toward Contractor to furnish insurance that complies with all of the requirements of this Section 11.1 as apply to Contractor's insurance provided to Owner and requiring such Subcontractors to furthermore include provisions in their contracts with lower-Tier Subcontractors likewise requiring such lower Tier Subcontractors assume the same obligations for providing such insurance and for passing through all such obligations to all lower Tier Subcontractors.

.8 **Self-Insurance.** If approved by County, in the exercise of its sole and absolute discretion, the insurance requirements contained in this Section 11.1 may be met with a program(s) of self-insurance provided that such program has been submitted to County and approved in writing by County prior to commencement of the Work or of any activity or operation related to the performance of the Work.

.9 **Notice of Claim.** 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 the Work.

ARTICLE 12
BONDS

12.1 PERFORMANCE BOND AND PAYMENT BOND

12.1.1 **Performance and Payment Bonds.** Within ten (10) Days after the issuance of the Notice of Intent to Award and prior to commencing Work, Contractor shall deliver to County a good and sufficient labor and materials payment bond ("Payment Bond") and a good and sufficient performance bond ("Performance Bond"), each in the amount of one hundred percent (100%) of the Contract Price.

12.1.2 **Changes.** The penal amounts of the Performance Bond and Payment Bond shall be increased on account of Change Orders and Unilateral Change Orders increasing the Contract Price. If requested by County, Contractor shall deliver to County evidence of such increases.

12.1.3 **Replacement.** Should any bond required hereunder or any Surety on such bond become or be determined by County to be insufficient, it shall be replaced within ten (10) Days by a bond that fully complies with the requirements of this Section 12.1.

12.1.4 **Duration.** The Payment Bond shall remain in effect until Acceptance of the Work and all Claims of Contractor and the Subcontractors, of any Tier, have been fully and finally resolved. The Performance Bond shall remain in effect and assure faithful performance of all Contractor's obligations under the Contract Documents, including, without limitation, all warranty obligations.

12.1.5 **Condition of Payment.** No payments to Contractor for Work performed shall be made or due until there has been full compliance with the requirements of this Section 12.1.

12.1.6 **Surety Rating.** Any Surety company issuing the Payment Bond or Performance Bond shall be, at all times while such bond is in effect, an Admitted Surety. The Surety company issuing the Performance Bond shall additionally have at all such times a current A.M. Best rating of A VIII (A:8) or better.

12.1.7 **Premiums.** The premiums for the Performance Bond and Payment Bond are included in the Contract Price and shall be paid by Contractor at Contractor's Own Expense.

12.1.8 **Obligee.** The Performance Bond shall name County as obligee. All performance bonds, if any, purchased by Subcontractors shall name County as a dual obligee with Contractor.

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12.1.9 **No Exoneration.** The Performance Bond and Payment Bond shall contain provisions to the effect that Changes, Change Orders, Unilateral Change Orders, Construction Change Directives, Modifications, Changes and Contract Adjustments shall in no way release or exonerate Contractor or its Surety from their obligations and that notice thereof is waived by the Surety.

12.1.10 **Communications.** County shall have the right to communicate with Surety with respect to matters that are related to performance of the Work. Contractor shall be provided with a copy of all such communications that are in writing. Such communications shall not create or be interpreted as creating any contractual obligation of County to Surety.

12.1.11 **No Limitation.** The requirements of this Section 12.1 pertaining to the Performance Bond and the Payment Bond shall be without limitation to any other obligations Contractor may have under Applicable Laws to provide bonding for the benefit of, and to assure payment to the Subcontractors performing the Work for, the Project.

12.1.12 **Subcontractor Bonds.** Each performance bond, if any, furnished by a first-Tier Subcontractor shall include a provision whereby the Surety consents to the contingent assignment of Contractor's rights under such bond to County as provided in Section 5.3, above.

12.1.13 **Claims.** By incorporation of the Construction Contract into the Performance Bond issued by Surety, Surety shall be deemed, subject to the other terms of the Performance Bond, to be bound by all of the obligations assumed by Contractor under the Contract Documents, including, without limitation, bound by any determination, resolution, award or judgment entered or made upon any Claim by or against Contractor.

ARTICLE 13
UNCOVERING AND CORRECTION OF THE WORK

13.1 UNCOVERING OF THE WORK

If a portion of the Work is covered contrary to the request or direction of County, Inspector of Record or Architect, or contrary to the requirements of the Contract Documents, it must, if required by the any of them, be uncovered for observation and be re-covered by Contractor at Contractor's Own Expense.

13.2 CORRECTION OF THE WORK

Contractor shall promptly correct Defective Work, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. All such Defective Work shall be either: (1) replaced and all the Work disturbed thereby made good by Contractor at Contractor's Own Expense; or (2) County may exercise its option pursuant to Section 13.4, below, to accept such Work and adjust the Contract Price.

13.3 GUARANTEE TO REPAIR PERIOD

13.3.1 **Guarantee To Repair Period.** Besides guarantees and warranties required elsewhere in the Contract Documents, Contractor guarantees the Work as provided hereinbelow. The period of this guarantee, termed the "Guarantee To Repair Period," is for one (1) year commencing as follows:

.1 for any portion of the Work that, upon Substantial Completion of the overall Work, is fully and finally complete and usable in all respects independent of other portions of the Work that are not fully and finally complete, on the date of Substantial Completion of such portion of the Work;

.2 for space beneficially occupied or for separate systems fully utilized prior to Substantial Completion, from the first date of such beneficial occupancy or full utilization, as established by an appropriate written notice by County of intent to take beneficial occupancy; or

.3 for all Work other than that described in Subparagraph 13.3.1.1, above or Subparagraph 13.3.1.2, above, from the date of Final Completion of the Work.

13.3.2 **Repair by Contractor.** Subject to the provisions of Paragraph 13.3.3, below, Contractor shall do the following: (1) correct, repair, replace, remove and restore, to the County's satisfaction, any Defective Work that becomes apparent during the progress of the Work or during the Guarantee To Repair Period; (2) correct, repair, replace, remove and restore, to the County's satisfaction, any other parts of the Work and any other real or personal property which is damaged or destroyed as a result of Defective Work or the correction of Defective Work; and (3) remove from the Site all the Work identified by the County as Defective Work, whether incorporated or not and whether discovered before or after Substantial or Final Completion. Ordinary wear and tear, abuse, or neglect by County or by County employees, its staff, visitors, public or others (except for those under the control or responsibility of Contractor or its Subcontractors) who are authorized or admitted by County to enter, use or occupy the Work, or who enter, use or occupy the Work after Final Completion, are excepted from the foregoing guarantee. All Losses resulting from Defective Work, including, without limitation, all costs of such correction, repair, replacement, removal and restoration, additional testing, inspection and additional service fees and costs of the Inspector of Record, Architect, County Consultants or others whose services may be made necessary thereby as well as any Loss to any other parts of the Work and any other real or personal property which is damaged or destroyed as a result of Defective Work or the correction, repair, replacement, removal or restoration of Defective Work, shall be paid for by Contractor at Contractor's Own Expense. Contractor shall correct, repair, replace, remove and restore Defective Work at such times as are acceptable to the County and in such a manner as to avoid, to the greatest extent practicable, disruption to the activities of the County, its staff, visitors, the public or others. Contractor shall notify the County in writing upon the completion of such correction, repair, replacement, removal and restoration.

13.3.3 **Notice by County.** Except as otherwise provided in this Paragraph 13.3.3 where immediate corrections are needed due to dangerous conditions or risk of imminent Loss or interruption of County operations, the County will give notice to Contractor of Defective Work observed prior to Final Completion in accordance with the provision of Section 15.1, below, governing the occurrence of an Event of Contractor Default and the Contractor shall proceed to cure such Event of Contractor Default in accordance with the requirements of Section 15.1, below, and Paragraph 13.3.2, above. With respect to Defective Work observed after Final Completion, the County will give notice to Contractor with reasonable promptness and Contractor shall commence the correction, repair, replacement, removal and restoration as required by Paragraph 13.3.2, above, no later than ten (10) Days after mailing of such notice to Contractor and Contractor shall thereupon diligently and continuously prosecute such correction, replacement, repair, or restoration to completion. Notwithstanding the foregoing, if in the County's opinion the presence of Defective Work, whether observed prior to Final Completion or after Final Completion and during the Guarantee To Repair Period, poses a risk or threat: (1) to life, safety or the protection of property; (2) of imminent Loss to the County or to any other person or entity; or (3) of causing an interruption in the operations of the County, then County will have the right, in the exercise of its sole and absolute discretion, to proceed with correction or replacement of the Defective Work without prior notice to Contractor, but in such cases will attempt to notify Contractor as soon as possible of the conditions encountered and the action taken by County. Such action by County without prior notice to Contractor shall not relieve Contractor of its responsibility for the costs of such County action or for any Loss occasioned by the Defective Work or necessitated by the County's action, whether such Loss occurs before or after such County action is implemented or completed.

13.3.4 **Correction by County.** If Contractor fails to perform any of its obligations under Paragraph 13.3.2, above, to correct, repair, replace, remove or restore then County, or Separate Contractors under the County's direction, may, notwithstanding any other provisions of this Article 13, proceed to do so and all costs associated therewith (including, without limitation, the cost to store any materials removed) shall be the responsibility of and paid by Contractor at Contractor's Own Expense. Such action by County will not relieve Contractor of the guarantees provided in this Article 13 or elsewhere in the Contract Documents. In addition to Contractor's other obligations under Paragraph 13.3.2, above, Contractor shall correct, repair, replace, remove and restore, to the County's satisfaction and at Contractor's Own Expense any other parts of the Work and any other real or personal property that are damaged or destroyed as a result of such actions by County or the Separate Contractors.

13.3.5 **Sale.** If Contractor does not pay the costs of, or any of the Losses associated with, the correction, repair, replacement, removal or restoration required by the provisions of Paragraph 13.3.2 through Paragraph 13.3.4, above, then within five (5) Days after notice by the County, County may sell any materials or other items of Work removed at auction or at private sale or otherwise dispose of such materials or items and shall account for the net proceeds thereof, after deducting all such costs and Losses, and all costs of sale. If such net proceeds of sale do not cover the Losses for which Contractor is liable to the County, the County may at its option reduce the Contract Price or any payments due to Contractor by such deficiency or recover such deficiency from Contractor.

13.3.6 **No Limitation.** Contractor's obligations under this Article 13 are in addition to, and not in limitation of, its warranty obligations under Section 3.5, above, and any other obligation, guaranty or warranty of Contractor or any other third party under the Contract Documents. Nothing contained in this Article 13 shall be construed to shorten any periods of limitation with respect to other obligations of Contractor under the Contract Documents that are for longer specified periods. Establishment of the Guarantee To Repair Period in no way limits either Contractor's liability for Defective Work or the time within which proceedings may be commenced to enforce Contractor's obligations under the Contract Documents.

13.4 ACCEPTANCE OF NONCONFORMING WORK

Notwithstanding any other provisions of the Contract Documents to the contrary, the County shall have the option, exercised in its sole and absolute discretion after notice to Contractor, in lieu of requiring that Defective Work be remedied or corrected, to reduce the Contract Price to reflect the reduced value of the performance received by County. Such option shall be exercised solely by written notice to Contractor and shall not be implied from any act or omission by County. If there are no remaining payments of the Contract Price to be made to Contractor, or if the remaining payments and retention are insufficient to cover the amount of the reduction of the Contract Price, Contractor shall promptly pay to County the amount of any such deficiency.

ARTICLE 14
MISCELLANEOUS PROVISIONS

14.1 GOVERNING LAW

The interpretation and enforcement of the Construction Contract and other Contract Documents and of the performance by the parties thereunder shall, notwithstanding application of the principles of conflicts of laws, be governed by the laws of the State of California. The Superior Court for the County of Riverside shall have exclusive jurisdiction and venue over any legal proceedings arising out of or involving the interpretation or enforcement of, or other matters relating to, the Construction Contract, the other Contract Documents or the performance of the parties thereunder.

14.2 TIME OF ESSENCE

All time limits stated in the Contract Documents relative to Contractor's performance of its obligations under the Contract Documents are of the essence.

14.3 SUCCESSORS AND ASSIGNS

The Construction Contract and other Contract Documents shall be binding on successors, assigns and legal representatives of County and Contractor, respectively. Contractor shall not assign, sublet or transfer an interest in or claim under this Construction Contract without advance written approval of County, which approval may be granted or withheld by County in its sole and absolute discretion, and any assignment, subletting or transfer without written approval by County shall be deemed void from its inception. Any assignment, subletting or transfer, whether or not approved by County, will not release Contractor from any of its obligations under the Contract Documents to County. County shall have the right to assign, sublet or transfer its interest in or any claim under the Construction Contract upon written notice to Contractor.

14.4 WRITTEN NOTICE

Any notice from one party to the other or otherwise under the Contract Documents shall be in writing and shall be dated and signed by the party giving such notice or by a duly authorized representative of such party. Any such notice shall be deemed to have been duly served if served in the following manner, and in accordance with Civil Code §8100 et seq.:

14.4.1 **Notice to County.** If notice is given to County: (1) by personal delivery thereof to County; or (2) by depositing same in United States mail, enclosed in a sealed envelope addressed to County at Economic Development Agency, Riverside Centre, 3403 Tenth Street, 4th Floor, Riverside, CA 92501, and to such other address as set forth in the Bidding Documents as the location for submission of Bids and sent by registered or certified mail with postage

prepaid, or express mail or overnight delivery by an express mail carrier; or (3) by leaving the notice and mailing a copy in the manner provided in Code of Civil Procedure §415.20.

14.4.2 **Notice to Contractor.** If notice is given to Contractor: (1) by personal delivery thereof to Contractor; or (2) by depositing same in United States mails, enclosed in a sealed envelope addressed to Contractor at its address stated in the Construction Contract, or if none is so stated at the address on the records of the Contractor's State License Board and sent by registered or certified mail with postage prepaid or express mail or overnight delivery by an express mail carrier; or (3) by leaving the notice and mailing a copy in the manner provided in Code of Civil Procedure §415.20.

14.4.3 **Notice to Claimant.** If notice is given to a claimant as defined in Civil Code §8004: (1) by personal delivery thereof to claimant; or (2) by depositing same in United States mail, enclosed in a sealed envelope addressed to claimant at its address stated in: a preliminary notice, stop payment notice, or claim against a payment bond; or on the records of the Contractor's State License Board; and sent by registered or certified mail with postage prepaid or express mail or overnight delivery by an express mail carrier; or (3) by leaving the notice and mailing a copy in the manner provided in code of Civil Procedure §415.20.

14.4.4 **Notice to Surety.** If notice is given to the Surety: (1) by personal delivery to the Surety; or (2) by depositing same in United States mail, enclosed in a sealed envelope, addressed to the Surety at the address of the Surety shown in the applicable Performance Bond or Payment Bond, or if none is shown, the address on the records of the Department of Insurance, and sent by registered or certified mail with postage prepaid or express mail or overnight delivery by an express mail carrier; or (3) by leaving the notice and mailing a copy in the manner provided in Code of Civil Procedure §415.20.

14.5 RIGHTS AND REMEDIES

14.5.1 **County Rights.** Rights and remedies available to the County under the Contract Documents are in addition to and not a limitation of County's rights and remedies otherwise available under other provisions of the Contract Documents or Applicable Laws.

14.5.2 **Writing Required.** Provisions of the Contract Documents may be waived by County only in writing signed by the Director stating expressly that it is intended as a waiver of specified provisions of the Contract Documents.

14.5.3 **Subsequent Breach.** A waiver by either party of any breach of any term, covenant, or condition contained in the Contract Documents shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained therein whether of the same or a different character.

14.6 NO NUISANCE

Contractor shall not maintain, commit or permit the maintenance or commission of any nuisance in connection with the performance of Work.

14.7 EXTENT OF AGREEMENT

The Contract Documents represent the full and complete understanding of every kind or nature between the parties and all preliminary negotiations and prior representations, proposals and contracts, of whatever kind or nature, are merged herein and superseded hereby. No verbal agreement or implied covenant shall be held to vary the provisions of the Contract Documents. Any modification of this Construction Contract or the other Contract Documents will be effective only by written instrument signed by both County and Contractor and shall, if required by Applicable Laws, be formally approved or ratified by the Board of Supervisors.

14.8 NO THIRD-PARTY RIGHTS

Nothing contained in the Construction Contract or the other Contract Documents is intended to make any person or entity who is not a signatory to this Construction Contract a third-party beneficiary of any right of Contractor (including,

without limitation, any right of Contractor to a benefit derived from, or to the enforcement of, an obligation assumed by County) that is expressly or impliedly created by the terms of the Contract Documents or by operation of Applicable Laws.

14.9 **SEVERABILITY**

Should any part, term, portion or provision of the Construction Contract or the other Contract Documents, or the application thereof to any party or circumstance, be held to be illegal, invalid or in conflict with Applicable Laws, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms, portions or provisions, or the application thereof to any other party or circumstances, shall be deemed severable and the same shall remain enforceable and valid to the fullest extent permitted by Applicable Laws.

14.10 **PROVISIONS REQUIRED BY APPLICABLE LAWS**

Each and every provision of law and clause required by Applicable Laws to be inserted in the Construction Contract or other Contract Documents shall be deemed to be inserted in the Contract Documents shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or if inserted and requires correction, then upon request of either party these General Conditions shall forthwith be amended by the parties to the Construction Contract to make such insertion or correction.

14.11 **SURVIVAL**

All provisions of the Contract Documents that either expressly, or by their nature, require performance or assumption by Contractor of an obligation that extends beyond termination of the Construction Contract or Final Completion of the Work, including, without limitation, Contractor's obligations of, or relating to, indemnification, insurance, ownership of documents, retention and audit of books and records, warranties and guaranties and resolution of Claims shall be deemed to survive either termination of the Construction Contract or Final Completion of the Work.

14.12 **FEDERAL GRANTS**

In the event of a federal grant or other federal financing participation in the funding of the Project, Contractor shall, as required in connection with, or as a condition to, such federal grant or other federal financing participation, permit access to and grant the right to examine its books covering its services performed and expenses incurred under the Construction Contract or other Contract Documents by the federal agency and comply with all applicable federal agency requirements including, without limitation, those pertaining to work hours, overtime compensation, non-discrimination, and contingent fees.

14.13 **PROHIBITED INTERESTS**

Contractor agrees not to accept any employment or representation which will, or is likely to, make Contractor "financially interested" (as provided in California Government Code §§1090 and 87100, hereinafter "financially interested") in any decision made by County on any matter in connection with which Contractor has been retained in connection with the Project. Without limitation to the foregoing, transactions and interests prohibited by this Section 14.13 include the following: (1) no official or employee of County who is authorized in such capacity and on behalf of County to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with construction of the Project, shall become directly or indirectly financially interested in the performance of the Construction Contract or in any part thereof; (2) no officer, employee, architect, attorney, engineer or inspector of or for County who is authorized in such capacity and on behalf of County to exercise any executive, supervisory or other similar functions in connection with Construction Contract or in any part thereof; and (3) Contractor shall receive no compensation hereunder, and shall repay County for any compensation received by Contractor hereunder, should Contractor or any of the Subcontractors aid, abet or knowingly participate in violation of this Section 14.13.

14.14 **ASSIGNMENT OF ANTI-TRUST ACTIONS**

California Public Contract Code §7103.5(b), which is hereby incorporated by this reference, provides:

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"In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, contractor or the subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act, (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to Contractor, without further acknowledgement by the parties."

Contractor for itself and all the Subcontractors agrees to assign to County all rights, title and interest in and to all such causes of action Contractor and all the Subcontractors may have in connection with purchases related to or under the Contract Documents. This assignment shall become effective at the time County tenders Final Payment to Contractor, and Contractor shall require assignments from all the Subcontractors to comply herewith.

14.15 **NO WAIVER**

County's approval, acceptance, use or payment for any or part of Contractor's performance of the Work shall not in any way alter Contractor's obligations, or waive any of County's rights, under Contract Documents.

14.16 **CONSENT TO PHOTOGRAPHING**

Contractor is advised that County intends, from time to time, to take photographs, videotapes and/or motion pictures of the Work, and workers located on the Site and proximate settings. Contractor consents to the use of Contractor's name and likeness in instructional or training uses, news releases, advertising and/or publicity throughout the world in perpetuity, in all media now known or hereafter invented. Contractor shall include in its contracts with its Subcontractors a consent by the Subcontractor to the use of Subcontractor's name and the likenesses of its employees on the same terms as provided for herein applicable to such consent by Contractor.

ARTICLE 15
DEFAULT, TERMINATION AND SUSPENSION

15.1 **COUNTY REMEDIES FOR DEFAULT**

15.1.1 **Event of Default.** Each and any of the following shall be considered an Event of Contractor Default:

.1 Contractor files a petition, or has filed against it a petition, for bankruptcy or is adjudged bankrupt;

.2 Contractor makes a general assignment for the benefit of its creditors;

.3 a receiver is appointed on account of Contractor's insolvency;

.4 Contractor defaults, by failing or refusing to perform any obligation set forth in the Construction Contract, General Conditions or elsewhere in the Contract Documents (including, without limitation, the performance or installation of Defective Work) and thereafter: (1) fails to commence to cure such default within two (2) working days after receipt of written notice of default; (2) if the default can be cured within three (3) Days, Contractor fails or refuses after commencing to cure in accordance with Clause (1) hereof to fully cure such default within three (3) Days after receipt of written notice of default; or (3) if the default cannot be fully cured within three (3) Days, Contractor fails after commencing to cure in accordance with Clause (1) hereof to diligently and continuously prosecute and fully cure such default within ten (10) Days after receipt of such written notice;

.5 Contractor fails or refuses to perform an obligation set forth in the Construction Contract, General Conditions or other Contract Documents that either (1) cannot be cured, or (2) cannot be cured within the 10-Day cure period set forth in Subparagraph 15.1.1.4, above;

.6 a breach of any other agreement between County and Contractor as provided in Paragraph 15.1.9, below; or

.7 if Contractor was previously prequalified as a condition for its bidding the Project pursuant to a Prequalification conducted by County, Contractor's prequalification status has been revoked or cancelled due to any of the following: (1) receipt by County of new information indicating that a statement made in Contractor's Prequalification Submittal (as defined in the Prequalification Documents) was false or misleading; (2) ownership of 50% of more of the stock or assets Contractor has changed; (3) if Contractor is a Project Joint Venture, its Principal Managing Partner (as those terms are defined in the Prequalification Documents) has ceased to function, or fully function, in the capacity of a Principal Managing Partner; or (4) Contractor has failed to comply with the requirements of the Prequalification Documents pertaining to minimum safety Prequalification requirements for Subcontractors.

15.1.2 **County's Remedies.** Without limitation to the County's other rights or remedies under the Contract Documents or Applicable Laws, if there is an Event of Contractor Default, County shall have the right to exercise any one or more of the following remedies:

.1 **Take Over Work.** County may, without terminating the Construction Contract and without incurring any additional liability or responsibility to Contractor (including, without limitation, any obligation to agree to a Contract Adjustment for any portion of the taken-over or non-taken-over Work), take over and perform, or engage others to perform, all or a portion of the Work.

.2 **Suspend Work.** County may, without terminating the Construction Contract and without incurring any additional liability or responsibility to Contractor (including, without limitation, any obligation to agree to a Contract Adjustment for any portion of the suspended or non-suspended Work), suspend Contractor's performance of all or a portion of the Work for as long a period of time as the County determines, in its sole discretion, is appropriate.

.3 **Termination.** County may, without incurring any additional liability or responsibility to Contractor, terminate the Construction Contract, the Work or any portion thereof.

.4 **Surety.** If there is an Event of Contractor Default pursuant to any of Subparagraphs 15.1.1.1 through 15.1.1.5, above, County may, with or without terminating the Construction Contract and without incurring any additional liability or responsibility to Contractor or Surety (including, without limitation, any obligation to agree to a Contract Adjustment), exercise its rights under the Performance Bond furnished by Contractor by giving Surety ten (10) Days' written notice of demand to perform; provided, however, that if the Surety fails, within seven (7) Days after receipt by Surety of written demand, to deliver to the County written notice of its unconditional intention to perform or does not commence performance of the Work within ten (10) Days from receipt of such notice of demand, the County may, at Contractor's Own Expense and/or the expense of the Surety, and with or without terminating the Construction Contract, proceed to complete the Work by any other means County deems expedient. By executing its Performance Bond incorporating the terms of the Construction Contract, Surety shall be deemed to have agreed, without limitation, to the provisions of this Paragraph 15.1.2 as constituting a binding obligation of Surety under its Performance Bond that shall control over any conflicting provisions set forth in the Performance Bond. Neither delivery by Surety of such written notice of unconditional intention to perform nor its timely performance of the Work in accordance with the terms of the Contract Documents and Performance Bond shall constitute waiver by Surety of any rights it may have under the Performance Bond and Applicable Laws to limit its liability to the penal amount of the Performance Bond.

15.1.3 **Contractor Tools, Equipment.** Upon County's exercise of one or more of its remedies following an Event of Contractor Default, County shall have the right, but not the obligation, to perform or complete all or any portion of the Work using any means that County may deem expedient, including, without limitation, taking possession and utilization of any or all of the materials, equipment, appliances, tools, plant and other property not owned by Contractor that are on the Site for County's use in performing the Work.

15.1.4 **Contractor Obligations.** Upon exercise by County of its remedies following an Event of Contractor Default, Contractor shall, unless County directs in writing otherwise, do the following:

.1 immediately discontinue performance of the Work to the extent specified in writing by County;

.2 remove no materials, equipment or tools (other than those owned by Contractor and not necessary for performance of a portion of the Work not terminated or discontinued) from the Site unless directed to do so by County and take all actions necessary or appropriate, or that the County may direct in writing, for the protection and preservation of the Work, any materials, equipment or tools at the Site and any materials or equipment in transit to the Site;

.3 place no further orders or subcontracts for materials, equipment, services or facilities, except as may be necessary for Contractor to continue performance of such portion, if any, of the Work that is not discontinued or terminated by County in its written notice;

.4 provide to the County, in writing, no later than two (2) Days after request by County, a statement listing or providing: (1) all subcontract agreements, purchase orders and contracts that are outstanding, as well as any change orders, amendments and modifications thereto; (2) the status of invoicing, payments and balance owing under each such subcontract agreement, purchase order and contract; (3) the status of performance and any claims asserted under each such subcontract agreement, purchase order and contract; and (4) providing such other information as the County may determine to be necessary in order to decide whether to accept assignment of any such subcontract agreement, purchase order or contract;

.5 promptly following and in accordance with County's written direction: (1) assign to the County or its designee those subcontract agreements, purchase orders or contracts, or portions thereof, that the County elects in writing to accept by assignment; (2) cancel, on the most favorable terms reasonably possible, any subcontract agreement, purchase order or contract, or portion thereof, that the County does not elect to accept by assignment; and (3) if requested by County, settle, with the prior written approval of County of the terms of settlement, outstanding liabilities to Subcontractors with respect to the Work terminated or discontinued;

6. not terminate any insurance required by the Contract Documents;

7. thereafter continue only such performance as may be directed by County;

8. deliver to the County the documents required to delivered pursuant to Paragraph 1.3.6, above; and

9. at the written request and option of County, exercised in its sole discretion, deliver to the County, and transfer title to the County of, any completed items, materials, products, equipment or other unincorporated parts of the Work that have not been previously delivered to the Site.

15.1.5 **Accounting and Payment**

.1 Full Termination or Discontinuance.

(1) Further Payment. In the event an exercise by County of any of its remedies following an Event of Contractor Default results in a termination or discontinuance of the entire Work, then no further payment shall be due to Contractor for the Work until an accounting has been conducted in accordance with this Paragraph 15.1.5.

(2) Time for Accounting. Within forty-five (45) Days after Final Completion of the Work by Contractor, Surety, County or others at request of County, an accounting shall be made pursuant to this Paragraph 15.1.5 of the amount due to Contractor or County.

(3) Payment Amount. If, based on the accounting conducted pursuant to this Paragraph 15.1.5, the Contractor Amount exceeds the County Amount, then the difference shall be paid by County to Contractor within fifteen (15) Days after demand by Contractor following completion of such accounting. If the County Amount exceeds the Contractor Amount, then the difference shall be paid by Contractor to County within fifteen (15) Days after demand by County following completion of such accounting. Payment by Contractor of the amount due to County pursuant to such accounting shall not be construed as a release of Contractor's obligation to County for, or County's right to recover from Contractor, any Losses, of any kind whatsoever, not part of the calculation of the County Amount (including, without limitation, additional Losses related to circumstances that formed the basis for

calculation of the County Amount) that may be then or thereafter owing to or recoverable by County under Applicable Laws or the Contract Documents.

(4) Contractor Amount. The Contractor Amount used as the basis for payment pursuant to the accounting under this Paragraph 15.1.5 shall be calculated as follows:

(a) take a portion of the Contract Price determined by multiplying (i) the Contract Price, by (ii) the County's Good Faith Determination of the percentage of the Work properly performed by Contractor and (A) in permanent place, (B) previously fabricated and delivered to the Site or (C) fabricated and en route for delivery to the Site and delivered to the Site within a reasonable time after Contractor's receipt of such written notice; and

(b) subtract therefrom all amounts previously paid by County to Contractor or to Subcontractors.

(5) County Amount. The County Amount used as the basis for payment pursuant to the accounting under this Paragraph 15.1.5 shall be calculated based on the sum of all past, present and future Losses to County resulting or reasonably certain to result, directly or indirectly, from any or all of the following: (a) any negligence, willful misconduct, or Defective Work on the part of Contractor or any Subcontractor; (b) any Event of Contractor Default, whether or not constituting the basis of the County's termination or discontinuance; (c) the County's exercise of its rights and remedies under and in accordance with the Contract Documents or Applicable Laws following the occurrence of an Event of Contractor Default; and (d) the payment by County of amounts to Contractor or any Subcontractor that were not owing to Contractor or that were in excess of the amount to which Contractor was entitled under the Contract Documents.

.2 Partial Termination or Discontinuance. In the event an exercise by County of its remedies for an Event of Contractor Default results in a discontinuance or termination of only a portion of the Work, then the Contract Price and Contract Time shall be adjusted under the provisions of Article 7 and Article 8, above, applicable to Deleted Work. Contractor shall thereafter continue to be paid for its performance of the other portions of the Work in accordance with the terms of the Contract Documents, less any amounts that County is entitled to withhold under the terms of the Contract Documents.

.3 Exclusive Compensation. Contractor agrees to accept such amounts, if any, as allowed under this Paragraph 15.1.5 as its sole and exclusive compensation in the event of an exercise by County of its remedies permitted by the Contract Documents or Applicable Laws following an Event of Contractor Default.

15.1.6 **Surety.** Without limitation to any of the County's other rights or remedies under a Performance Bond furnished by Contractor, Contract Documents or Applicable Laws, the County has the right to suspend, take over or terminate the performance of the Work by Surety in the event of any of the following: (1) failure of Surety or its contractors to begin the Work within a reasonable time in such manner as to ensure full compliance with the Contract Documents within the Contract Time; (2) abandonment of the Work by Surety or its contractors; (3) if at any time the County makes a Good Faith Determination that the Work is unnecessarily or unreasonably delayed by Surety or its contractors; (4) violation by Surety or its contractors of any terms of the Contract Documents, Performance Bond or Applicable Laws; or (5) failure by Surety or its contractors to follow instructions of the County for performance of the Work or for performance of the Work within the Contract Time. By executing its Performance Bond incorporating the terms of the Construction Contract, Surety shall be deemed to have agreed, without limitation, to the provisions of this Paragraph 15.1.6 as constituting a binding obligation of Surety under its Performance Bond that shall control over any conflicting provisions set forth in the Performance Bond.

15.1.7 **Conversion.** In the event a termination for cause by the County is adjudged by a court or by binding arbitration conducted in accordance with the Contract Documents to have been wrongful, such termination shall be deemed converted to a termination for convenience pursuant to Section 15.3, below, in which case Contractor agrees to accept such amount, if any, as permitted by Paragraph 15.3.3, below, as its sole and exclusive compensation and agrees to waive any right to recovery of any other compensation or Loss, including, but not limited to, loss of anticipated profits, loss of revenue, lost opportunity or other consequential, direct, indirect or incidental damages, of any kind.

15.1.8 **Substantial Performance Waived.** The legal doctrine that a contractor may recover for substantial performance of a building contract is to have no application to the Construction Contract. Any Event of Contractor Default, whether occurring before or after the Work is Substantially Completed, shall be deemed material and shall give rise to the right of County to exercise its remedies permitted under the Contract Documents or Applicable Laws.

15.1.9 **Cross Default.** Contractor agrees that a breach of any other agreement between Contractor and County, whether related or unrelated to the Project, that is not cured in accordance with the terms of such other agreement constitutes an Event of Contractor Default under the Construction Contract, thereby entitling County to assert all its rights and remedies hereunder including, but not limited to, a specific right of off set by County against any amounts otherwise payable to Contractor under the Construction Contract or any other agreement between Contractor and County.

15.1.10 **Rights Cumulative.** All of County's rights and remedies under the Contract Documents are cumulative, and shall be in addition to and not a limitation upon those rights and remedies available under Applicable Laws.

15.1.11 **Materiality.** Designation in the Contract Documents of certain defaults as "material" shall not be construed as implying that other defaults not so designated are not material nor as limiting County's right to terminate or exercise its other rights or remedies for default to only material defaults.

15.1.12 **County Action.** No termination or action taken by County after termination shall prejudice any rights or remedies of County provided by Applicable Laws or by the Contract Documents, including, without limitation, the right of County to proceed against Contractor to recover all Losses suffered by reason of Contractor's default.

15.2 SUSPENSION BY COUNTY FOR CONVENIENCE

15.2.1 **Suspension Order.** Without limitation to the County's rights under Section 15.1, above, County may, at any time, for its convenience and without the occurrence of any Event of Contractor Default, order Contractor, in writing, to suspend, delay or interrupt performance of the Work, in whole or in part. Upon receipt of such an order, Contractor shall comply with its terms and take all reasonable steps to minimize additional costs that are incurred applicable to the portion of the Work suspended, delayed or interrupted by County.

15.2.2 **Resumption.** If an order issued by the County pursuant to this Section 15.2 is canceled or expires, Contractor shall resume and continue with the previously affected portion of the Work. In such event, Contractor shall be entitled to a Contract Adjustment for additional Allowable Costs necessarily caused by such order and compensation allowed under Section 3.3 of the Construction Contract for Compensable Delay; provided, however, that no such Contract Adjustment shall be made: (1) to the extent that performance either is, was or would have been so suspended, delayed or interrupted by another cause for which Contractor or any of the Subcontractors is responsible or for which Contractor would not be entitled to a Contract Adjustment; (2) to the extent that a Contract Adjustment on account thereof is made or denied under another provision of the Contract Documents; or (3) for any general or specific escalation in prices of the Work.

15.2.3 **Limitation.** The provisions of this Section 15.2 shall not apply unless a written order is issued by County pursuant to this Section 15.2.

15.3 TERMINATION BY COUNTY FOR CONVENIENCE

15.3.1 **Right to Terminate for Convenience.** Without limitation upon any of County's other rights or remedies under the Contract Documents or Applicable Laws, County shall have the option, at its sole discretion and without the occurrence of any Event of Contractor Default or any other cause, to terminate the Construction Contract or Work, in whole or in part, for its convenience by giving five (5) Days written notice to Contractor.

15.3.2 **Contractor Obligations.** Upon receipt of notice of termination for convenience pursuant to this Section 15.3, Contractor shall, unless such notice directs otherwise, comply with all of the provisions of Paragraph 15.1.4, above.

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15.3.3 **Contractor Compensation.** Following a termination for convenience pursuant to this Section 15.3 and within sixty (60) Days after receipt of a complete and timely Application for Payment from Contractor, an accounting shall be conducted in accordance with the process set forth in Paragraph 15.1.5, above. In such event, the amount due to Contractor shall be the Contractor Amount as calculated in the same manner provided for in Paragraph 15.1.5, above, except that there shall be added to the calculation of the Contractor Amount an amount for: (1) the reasonable, actual and direct Allowable Costs incurred and paid by Contractor (and not by Subcontractors) for (a) demobilizing Contractor's facilities from the Site, and (b) Contractor's administering the close out of its participation in the Project for a period of no longer than fifteen (15) Days; plus (2) a markup to Contractor on the Contractor's Allowable Costs incurred under Clause (1) of this Paragraph 15.3.4 that is based on the percentage for Allowable Markup that Contractor is permitted to charge pursuant to Article 7, above, for Compensable Changes involving Extra Work that is Self-Performed Work.

15.3.4 **Exclusive Compensation.** Contractor agrees to accept the compensation allowed under Paragraph 15.3.3, above, as its sole and exclusive compensation in the event of a termination by County for convenience and waives any claim for Loss related to County's termination for convenience, including, but not limited to, loss of anticipated profits, loss of revenue, lost opportunity, or other consequential, direct, indirect, or incidental damages, of any kind.

15.3.5 **Subcontractors.** Contractor shall include provisions in all of its subcontracts, purchase orders and other contracts with the Subcontractors permitting termination for convenience by Contractor on terms that are consistent with, and that afford no greater rights of recovery against Contractor for termination than are afforded to Contractor under, this Section 15.3.

15.4 **TERMINATION BY CONTRACTOR**

15.4.1 **Contractor's Remedies.** Subject to the provisions of Paragraph 15.4.2, below and Paragraph 15.4.3, below, Contractor's sole right to terminate the Construction Contract shall be its right to terminate, for cause only, upon the occurrence of either of the following:

.1 the entire Work is stopped for one hundred sixty (160) consecutive Days, through no act or fault of Contractor or any of the Subcontractors, of any Tier, or any employee or agent of any of them, due to issuance of an order of a court or other Governmental Authority or due to a declaration of a national emergency making material unavailable; or

.2 the entire Work is suspended by Contractor, in accordance with a proper exercise by Contractor of its rights under Section 9.8, above, for a continuous period of thirty (30) Days.

15.4.2 **Notice of Intention to Terminate.** If one of the reasons to terminate as described in Paragraph 15.4.1, above, exists, Contractor may, upon thirty (30) Days written notice to County, terminate the Construction Contract and recover from County as its sole and exclusive compensation such sums as are permitted under Paragraph 15.3.3, above.

15.4.3 **Continuous Performance.** Provided that Contractor is paid undisputed sums due in accordance with the requirements of the Construction Contract, Contractor shall not stop, delay or interrupt continuous performance of the Work by reason of any dispute or disagreement with County, including, without limitation, any disputes or disagreements over payments of money claimed due under the Contract Documents.

15.5 **WARRANTIES**

All obligations of Contractor and the Subcontractors under the Contract Documents with respect to warranties and guarantees of the Work will continue in force and shall apply, notwithstanding a termination or other discontinuance of the Work by County or Contractor pursuant to an exercise of rights by either under this Article 15, to any portion of the Work that at the time of such termination or discontinuance has been completed or partially completed by Contractor to the point that it is substantially ready (exclusive of any incidental work that may be needed to connect such portion to other Work to other Work or Existing Improvements or to energize such portion of the Work for operation) for use or occupancy by County.

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ARTICLE 16
NON-DISCRIMINATION

16.1 **NON-DISCRIMINATION IN SERVICES**

16.1.1 Contractor must, in accordance with Applicable Laws, not discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex, age, sexual orientation, marital status, AIDS or disability. For the purpose of this Section 16.1, discrimination in the provision of services may include, but is not limited to the following:

.1 denying any person any service or benefit or the availability of a facility;

.2 providing any service or benefit to any person which is not equivalent to, or is in a non-equivalent manner or at a non-equivalent time from, that provided to others;

.3 subjecting any person to segregation or separate treatment in any manner related to the receipt of any service;

.4 restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; or

.5 treating any person differently from others in determining admission, enrollment, eligibility, membership, or any other requirement or condition which persons must meet in order to be provided any service or benefit.

16.1.2 Contractor shall ensure that services are provided without regard to race, color, religion, national origin, ancestry, sex, age, sexual orientation, marital status, AIDS or disability.

16.1.3 Contractor shall establish and maintain written procedures under which any person applying for, performing or receiving services hereunder, may seek resolution from Contractor of a complaint with respect to any alleged discrimination. Such persons shall be advised by Contractor of these procedures. A copy of such procedures shall be posted by Contractor in a conspicuous place, available and open to the public, in each of Contractor's facilities where services are provided hereunder.

16.2 **NON-DISCRIMINATION IN EMPLOYMENT**

Contractor must, in accordance with Applicable Laws, not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, sex, age, sexual orientation, marital status, AIDS or disability. Without limitation to any other provisions of this Section 16.2, in the performance of the obligations under the Contract Documents, Contractor and the Subcontractors shall comply with all applicable provisions of the California Fair Employment Practices Act (California Government Code §§12940-48) and the applicable equal employment provisions of the Civil Rights Act of 1964 (42 U.S.C. §§200e - 217), whichever is more restrictive. Contractor and the Subcontractors shall ensure that qualified applicants are employed and that employees are treated during employment without regard to race, color, religion, national origin, ancestry, sex, age, sexual orientation, marital status, AIDS or disability, in accordance with requirements of Applicable Laws. Such shall include, but not be limited to, the following:

.1 employment, promotion, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; or

.2 selection for training, including apprenticeship.

16.2.1 Contractor agrees to post in conspicuous places in each of Contractor's facilities providing services hereunder, available and open to employees and applicants for employment, notices setting forth the provisions of this Section 16.2.

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16.2.2 Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, sex, age, sexual orientation, marital status, AIDS or disability, in accordance with requirements of Applicable Laws.

16.2.3 Contractor shall send to each labor union, or workers' representative with which it has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or the workers' representative of Contractor's commitments under this Section 16.2.

16.2.4 Contractor certifies and agrees that it will deal with the Subcontractors, bidders and vendors without regard to race, color, religion, national origin, ancestry, sex, age, sexual orientation, marital status, AIDS or disability, in accordance with the requirements of Applicable Laws.

16.2.5 In accordance with Applicable Laws, Contractor shall allow duly authorized representatives of the County, State, and Federal government access to its employment records during regular business hours in order to verify compliance with the provisions of this Section 16.2. Contractor shall provide such other information and records as such representatives may require in order to verify compliance with the provisions of this Section 16.2.

16.2.6 If County finds that any of the provisions of this Section 16.2 have been violated by Contractor or any of the Subcontractors, such violation shall constitute a material breach of the Construction Contract for which County may cancel, terminate or suspend the Construction Contract. While County reserves the right to determine independently that the anti-discrimination provisions of the Construction Contract have been violated, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that Contractor or the Subcontractor has violated State or Federal anti-discrimination laws shall constitute a finding by County that Contractor or the Subcontractor has violated the provisions of this Section 16.2.

16.2.7 Contractor hereby agrees that it will comply with §504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794) and similar Applicable Laws relating to employment of or access to persons with disabilities, all requirements imposed by applicable Federal Regulations, and all guidelines and interpretations issued pursuant thereto, to the end that no qualified disabled person shall, on the basis of disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity of Contractor receiving Federal Financial Assistance.

END OF GENERAL CONDITIONS

Attachment: 007638_TildenCoil_Contract [Revision 1] (2115 : LDS Facility Clinic - Approval of PSA with

EXHIBT "C"
HOURLY RATE SCHEDULE

Tilden-Coil Constructors, Inc.
2016/2017 Billable Hourly Rate Sheet
FOR ADDITIONAL SERVICES & REIMBURSABLE HOURLY SERVICES

Position	Billable Hourly Rate
Project Executive	$173
Sr. Project Manager	$152
Project Manager	$139
Assistant Project Manager	$132
Superintendent	$142
Area/Assistant Superintendent	$132
Project Engineer	$106
Scheduler	$160
BIM Manager	$160
QA/QC Coordinator	$133
Safety Officer	$133
Project Administrative Assistant (1/4)	$80
Project Engineer Intern	$80
Field Labor	$108

* Billable hourly rates are subject to annual increase after 12/31/2017 in the amount of 4% per year.

Initials DB

EXHIBIT "D"

INITIAL PROGRAM

Not Used

Initials

Attachment: 007638_TildenCoil_Contract [Revision 1] (2115 : LDS Facility Clinic - Approval of PSA with

Exhibit "E"

KEY PERSONNEL

Tilden-Coil Constructors, Inc.
Smith Correctional Facility – New Clinic
Key Personnel

1. Steve Worley, Project Executive
2. Marty Greenwood, Project Manager
3. TBD – Project Superintendent
4. TBD – Project Engineer
5. TBD – Project Administrator

Initials DB CW

Attachment: 007638_TildenCoil_Contract [Revision 1] (2115 : LDS Facility Clinic - Approval of PSA with

EXHIBIT "F"

MASTER PROJECT SCHEDULE

SITE	
Site Design	08/15/16 to 11/15/16
Plan Check	11/16/16 to 12/15/16
BOS Plan Approval	01/10/17
Bid and Award	01/16/17 to 03/21/17
Construction	04/01/17 to 07/01/17
BUILDING	
Design Development	07/15/16 to 10/19/16
Construction Documents	10/20/17 to 02/19/17
Plan Check/BSCC Review	01/14/17 to 04/14/17
BOS Plan Approval	05/01/17
Bid and Award	05/01/17 to 07/01/17
Construction	07/01/17 to 07/01/18
Commissioning and Testing	07/01/18 to 09/15/18

Initials DB CW

Attachment: 007638_TildenCoil_Contract [Revision 1] (2115 : LDS Facility Clinic - Approval of PSA with

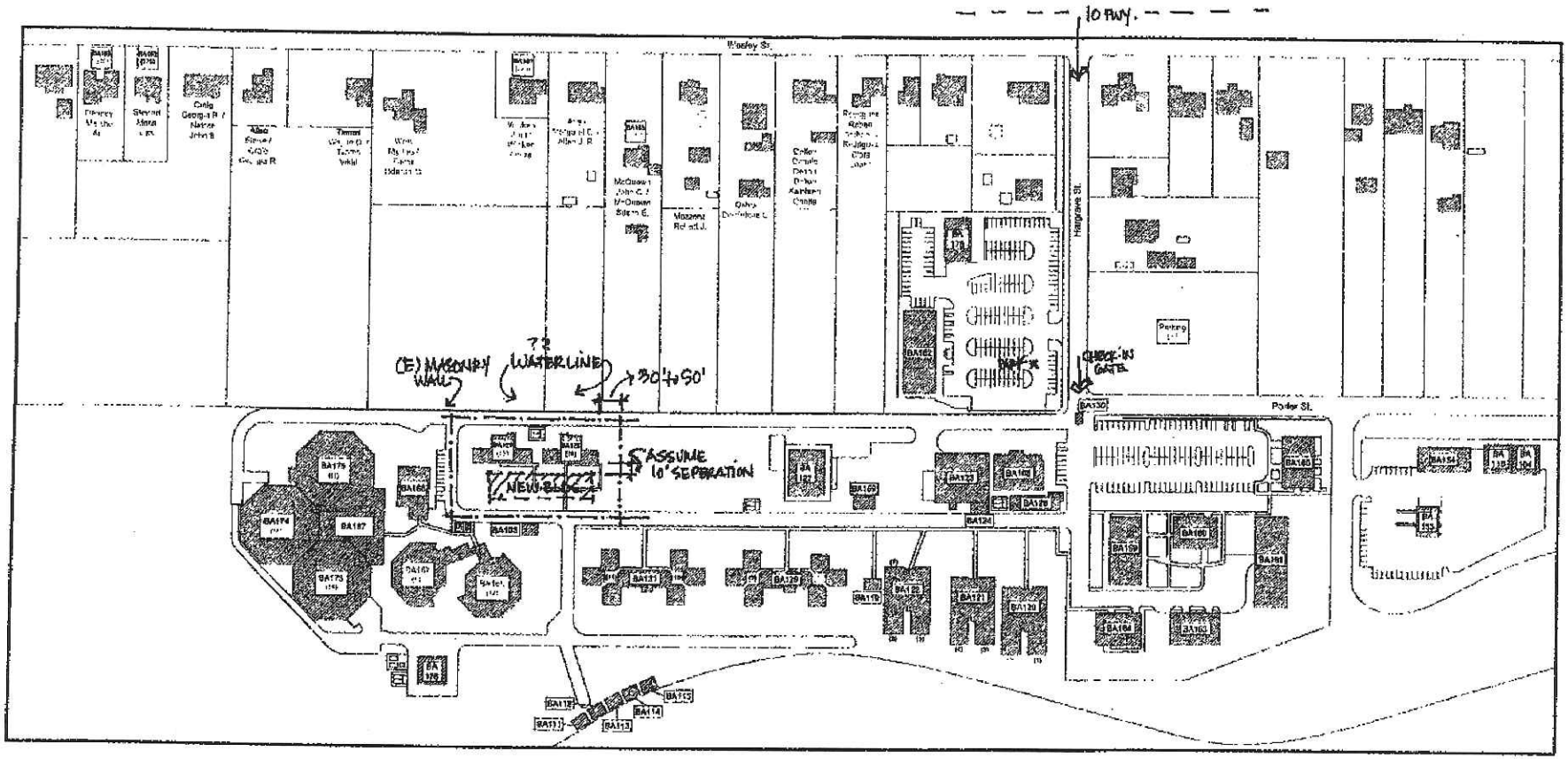
EXHIBIT "G"

PROPERTY DESCRIPTION

The scope of the project will address construction of one (1) new clinic building and provide the necessary extension of existing site utilities to support the new building. Per the approved space needs assessment, the clinic building is planned to be single story, 7,400 square feet and located to the south of the existing Housing Unit #18 at the Smith Correction Facility located at 1627 S. Hargrave Street, Banning, CA.

See attached Facility Plan, dated 03/16/2009 and Site Plan, dated 07/19/2016.

Initials RB aw



BA103: BRCC-West Tower
BA104: BRCC-Maintenance
BA108: BRCC-Administration
BA110: BRCC-Facility Support Service
BA111~115: BRCC-Quonset Hut
BA119: BRCC-Supply Storage
BA120: BRCC-Housing Unit 1 & 2
BA121: BRCC-Housing Unit 3 & 4
BA122: BRCC-Housing Unit 5, 6 & 7
BA123: BRCC-Warehouse / Laundry
BA124: BRCC-East Tower (Central Control)

BA125: BRCC-Housing Unit 19
BA126: BRCC-Housing Unit 18
BA127: BRCC-Kitchen
BA128: BRCC-Visit
BA129: BRCC-Housing Unit 8 & 9
BA130: BRCC-Parameter 1
BA131: BRCC-Housing Unit 10 & 11
BA153: BA-Gas Station and Car Wash
BA154: BRCC-Vehicle Maintenance
BA159: SCF-Classrooms
BA160: SCF-Program Administration

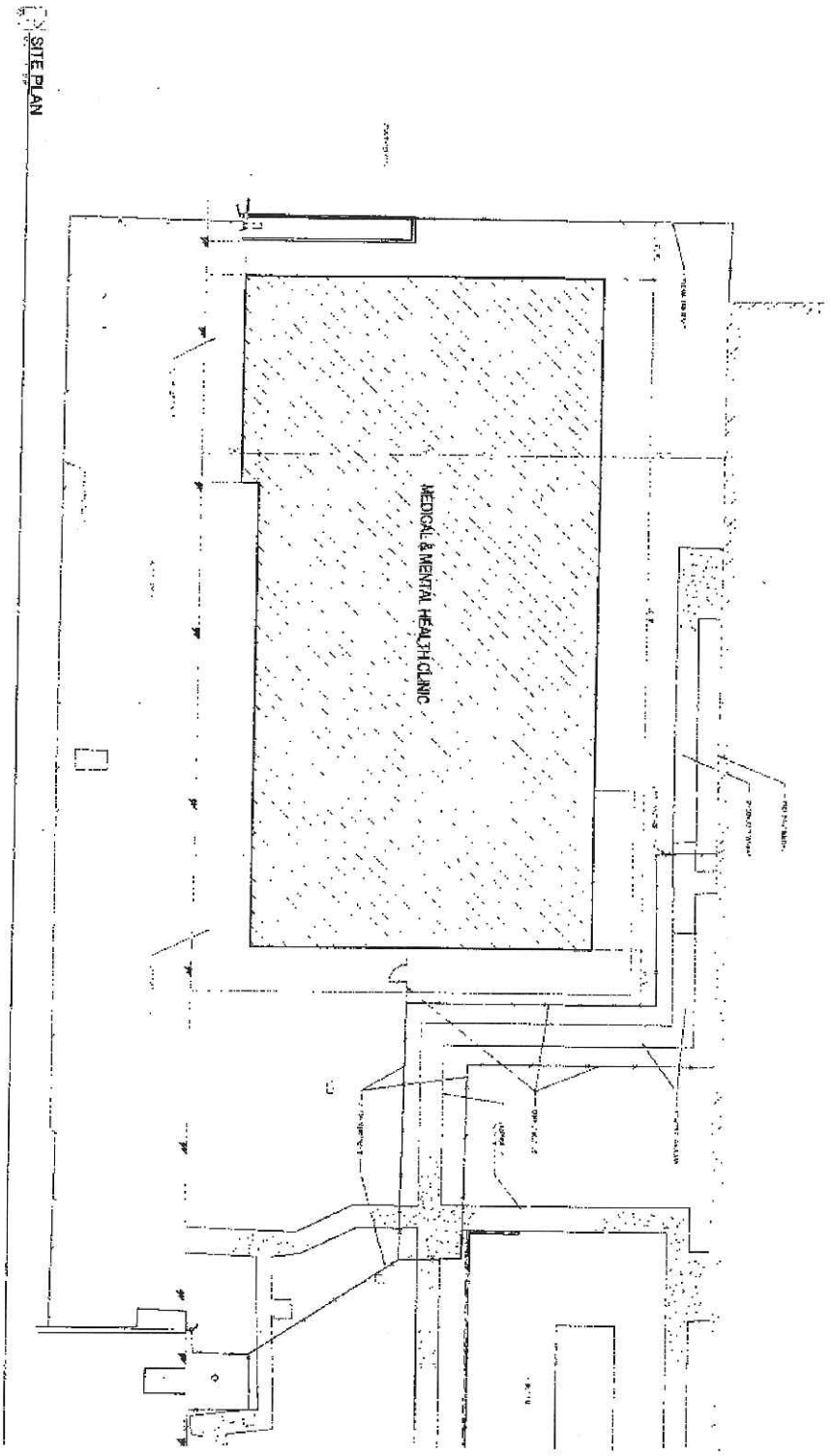
BA161: SCF-Construction Technology
BA162: SCF-SECP and WRP
BA163: SCF-Landscape
BA164: SCF-Print Shop
BA165: SCF-Locker Room
BA166: SCF-Housing Unit 12
BA167: SCF-Housing Unit 14
BA168: SCF-Intake
BA169: SCF-Kitchen Storage
BA173: SCF-Housing Unit 15
BA174: SCF-Housing Unit 16

BA175: SCF-Housing Unit 17
BA176: SCF-Central Plant
BA178: SCF-Video Visitation
BA181: SCF-Wicken House
BA182: SCF-Denney House
BA183: SCF-Mathey House
BA185: BA Larry Smith-McQuown House
BA187: SCF-Transportation

LARRY D. SMITH CORRECTIONAL FACILITY

SITE PLAN
3/16/2009

Attachment: 007638_TildenCoil_Contract [Revision 1] (2115 : LDS Facility Clinic - Approval of PSA with



DLR Group

A0.1

SITE PLAN
SMITH CORRECTIONAL FACILITY
MEDIAL & MENTAL HEALTH CLINIC

SCHEMATIC DESIGN

Attachment: 007638_TildenCoil_Contract [Revision 1] (2115 : LDS Facility Clinic - Approval of PSA with

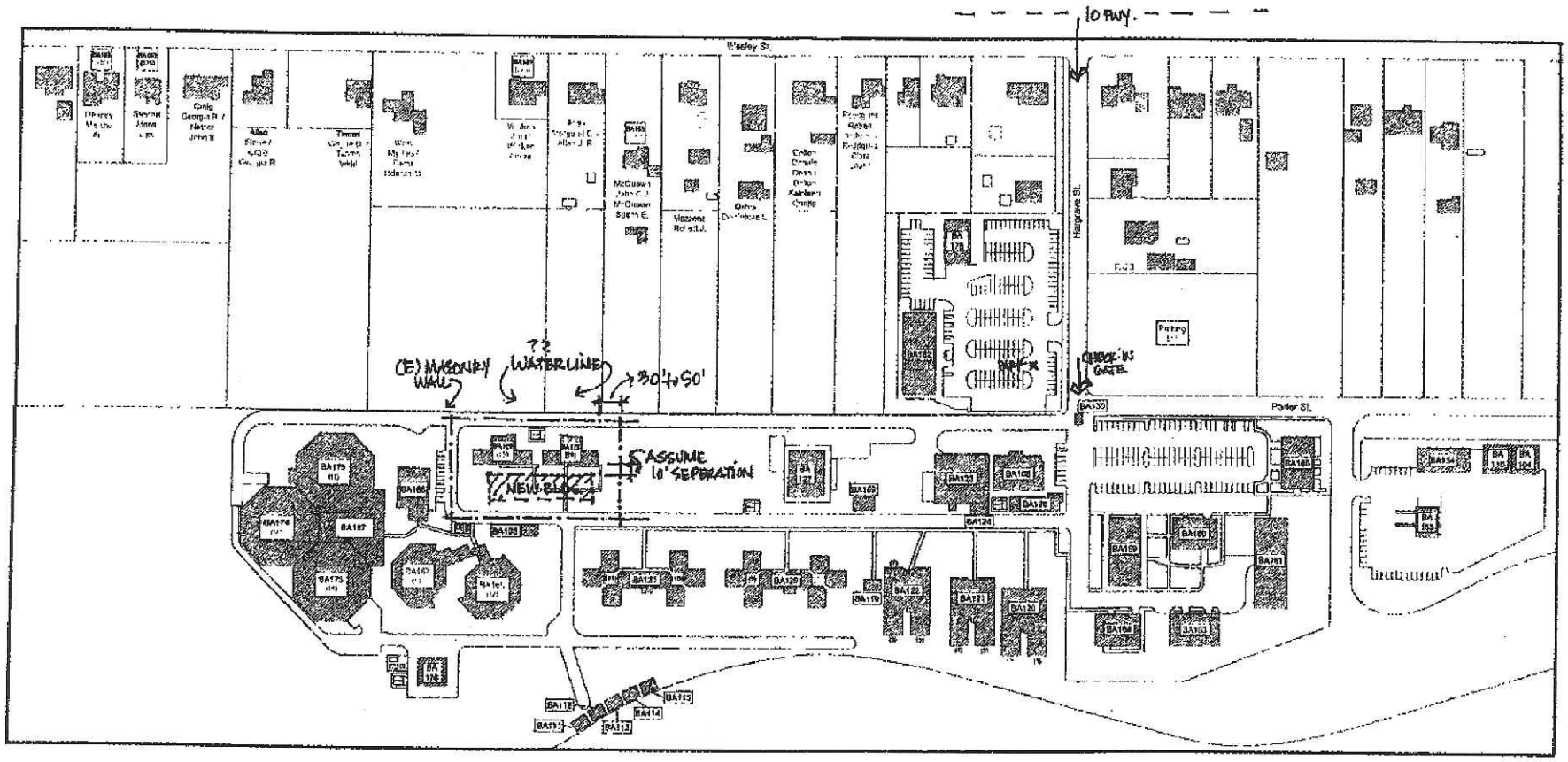
EXHIBIT "G"

PROPERTY DESCRIPTION

The scope of the project will address construction of one (1) new clinic building and provide the necessary extension of existing site utilities to support the new building. Per the approved space needs assessment, the clinic building is planned to be single story, 7,400 square feet and located to the south of the existing Housing Unit #18 at the Smith Correction Facility located at 1627 S. Hargrave Street, Banning, CA.

See attached Facility Plan, dated 03/16/2009 and Site Plan, dated 07/19/2016.

Initials



BA103: BRCC-West Tower
BA104: BRCC-Maintenance
BA108: BRCC-Administration
BA110: BRCC-Facility Support Service
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BA119: BRCC-Supply Storage
BA120: BRCC-Housing Unit 1 & 2
BA121: BRCC-Housing Unit 3 & 4
BA122: BRCC-Housing Unit 5, 6 & 7
BA123: BRCC-Warehouse / Laundry
BA124: BRCC-East Tower (Central Control)

BA125: BRCC-Housing Unit 19
BA126: BRCC-Housing Unit 18
BA127: BRCC-Kitchen
BA128: BRCC-Visit
BA129: BRCC-Housing Unit 8 & 9
BA130: BRCC-Parameter 1
BA131: BRCC-Housing Unit 10 & 11
BA153: BA-Gas Station and Car Wash
BA154: BRCC-Vehicle Maintenance
BA159: SCF-Classrooms
BA160: SCF-Program Administration

BA161: SCF-Construction Technology
BA162: SCF-SECP and WRP
BA163: SCF-Landscape
BA164: SCF-Print Shop
BA165: SCF-Locker Room
BA166: SCF-Housing Unit 12
BA167: SCF-Housing Unit 14
BA168: SCF-Intake
BA169: SCF-Kitchen Storage
BA173: SCF-Housing Unit 15
BA174: SCF-Housing Unit 16

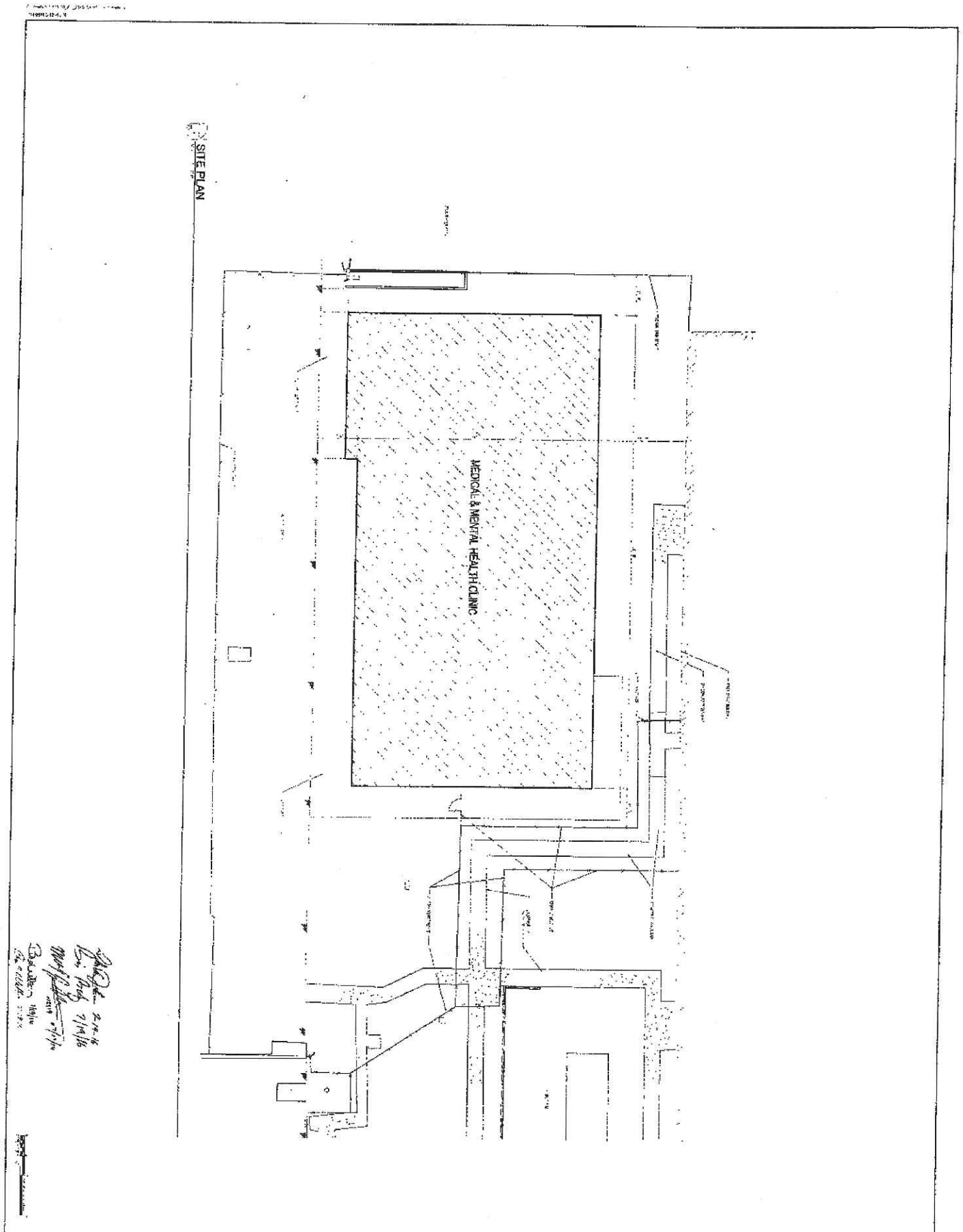
BA175: SCF-Housing Unit 17
BA176: SCF-Central Plant
BA178: SCF-Video Visitation
BA181: SCF-Wicken House
BA182: SCF-Denney House
BA183: SCF-Mathey House
BA185: BA Larry Smith-McQuown House
BA187: SCF-Transportation

LARRY D. SMITH CORRECTIONAL FACILITY

SITE PLAN

3/16/2009

Attachment: 007638_TildenCoil_Contract [Revision 1] (2115 : LDS Facility Clinic - Approval of PSA with



DLR Group

A0.1

SITE PLAN
SMITH CORRECTIONAL FACILITY
MEDIAL & MENTAL HEALTH CLINIC

SCHEMATIC DESIGN

Attachment: 007638_TildenCoil_Contract [Revision 1] (2115 : LDS Facility Clinic - Approval of PSA with

EXHIBIT "H"

REIMBURSABLE EXPENSES SCHEDULE

There are no pre-approved reimbursable expenses at the time of the execution of this agreement. Construction Manager must have written authorization by the County prior to being reimbursed for any expenses as described in Section 5.2 of the Agreement.

Initials DB

Attachment: 007638_TildenCoil_Contract [Revision 1] (2115 : LDS Facility Clinic - Approval of PSA with

EXHIBIT "I"

INVOICE PAYMENT FORM

Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

APPLICATION AND
CERTIFICATE FOR PAYMENT

INVOICE DATE: **Date:**

BILL TO:

INSERT CLIENT NAME
INSERT CLIENT ADDRESS
INSERT CLIENT ADDRESS
ATT INSERT CLIENT CONTACT

PERIOD ENDING	
TCC PROJECT #	
COUNTY #	
APPLICATION #	

Smith Correctional Facility - New Clinic CONSTRUCTION MANAGEMENT SERVICES		
PRECONSTRUCTION FEE (## months)		
PRECONSTRUCTION FEE BILLED TO DATE (## of ##)		
PRECONSTRUCTION FEE BALANCE	$	-
CONSTRUCTION MANAGEMENT FEE		
TOTAL CONSTRUCTION TO DATE - 0% Complete		
CONSTRUCTION MANAGEMENT FEE BALANCE	$	-
GENERAL CONDITIONS BUDGET (## months)		
GENERAL CONDITIONS COMPLETED TO DATE (# of ##)		
GENERAL CONDITIONS BALANCE	$	-
TOTAL COMPLETED		-
LESS PREVIOUS APPLICATIONS FOR PAYMENT:		
CURRENT PAYMENT DUE:	**$**	-
BALANCE TO FINISH INCLUDING RETENTION	$	-

REVIEWED BY:

TILDEN-COIL CONSTRUCTORS, INC. DATE

COUNTY OF RIVERSIDE DATE

OUTSTANDING APPLICATIONS FOR PAYMENT

APP #	INVOICE DATE	PERIOD ENDING	AMOUNT

Attachment: 007638_TildenCoil_Contract [Revision 1] (2115 : LDS Facility Clinic - Approval of PSA with

EXHIBIT "J"

PAYMENT SCHEDULE

Fixed Basic Services Fee Breakdown:

Item	Amount	Payment Phase
CM Fee:	$275,695 (6.92%)	100% Invoiced during construction (no retention)
General Conditions:	$828,707 (16 Months)	100% Invoiced during construction (no retention)
Preconstruction:	$108,000	100% Invoiced during pre-construction (no retention)
Reimbursable:	$81,500	100% Invoiced according to use (no retention)
Total:	**$1,293,902**	

Initials DB @

Attachment: 007638_TildenCoil_Contract [Revision 1] (2115 : LDS Facility Clinic - Approval of PSA with

Exhibit K – Release Forms

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

***California Civil Code* Section 8132**

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Identifying Information

Name of Claimant: _____
Name of Customer: _____
Job Location: _____
Owner: _____
Through Date: _____

Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: _____
Amount of Check: $_____
Check Payable to: _____

Exceptions

This document does not affect any of the following:

(1) Retentions.
(2) Extras for which the claimant has not received payment.
(3) The following progress payments for which the claimant has previously given a conditional waiver and release but has not received payment:
Date(s) of waiver and release:_____
Amount(s) of unpaid progress payment(s): $_____
(4) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.

Signature

Claimant's Signature: _____
Claimant's Title: _____
Date of Signature: _____

Exhibit K – Release Forms

UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

***California Civil Code* Section 8134**

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

Identifying Information

Name of Claimant: _____
Name of Customer: _____
Job Location: _____
Owner: _____
Through Date: _____

Unconditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has received the following progress payment: $_____

Exceptions

This document does not affect any of the following:
(1) Retentions.
(2) Extras for which the claimant has not received payment.
(3) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.

Signature

Claimant's Signature: _____
Claimant's Title: _____
Date of Signature: _____

Attachment: 007638_TildenCoil_Contract [Revision 1] (2115 : LDS Facility Clinic - Approval of PSA with

Exhibit K – Release Forms

CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT
California Civil Code Section 8136

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Identifying Information

Name of Claimant: _____
Name of Customer: _____
Job Location: _____
Owner: _____

Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: _____
Amount of Check: $_____
Check Payable to: _____

Exceptions

This document does not affect any of the following:
Disputed claims for extras in the amount of: $_____

Signature

Claimant's Signature: _____
Claimant's Title: _____
Date of Signature: _____

Attachment: 007638_TildenCoil_Contract [Revision 1] (2115 : LDS Facility Clinic - Approval of PSA with

Exhibit K – Release Forms

UNCONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

***California Civil Code* Section 8138**

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

Identifying Information

Name of Claimant: _____
Name of Customer: _____
Job Location: _____
Owner: _____

Unconditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for all labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has been paid in full.

Exceptions

This document does not affect the following:
Disputed claims for extras in the amount of: $_____

Signature

Claimant's Signature: _____
Claimant's Title: _____
Date of Signature: _____

Attachment: 007638_TildenCoil_Contract [Revision 1] (2115 : LDS Facility Clinic - Approval of PSA with

EXHIBIT "L"

ADDITIONAL INSUREDS LIST

"Such policy shall name the County, its agencies, districts, special districts and departments, and their respective directors, officers, elected or appointed officials, agents, employees and representatives, including, without limitation, the members of the board of Supervisors, and all their indemnitees, as "additional insureds" and contain a waiver of subrogation in favor of the County and all other such additional insureds."

Initials

Attachment: 007638_TildenCoil_Contract [Revision 1] (2115 : LDS Facility Clinic - Approval of PSA with

EXHIBIT "M"

SUBCONSULTANT INSURANCE REQUIREMENTS

Any Sub-consultants Tilden-Coil Constructors, Inc. utilizes will be required to provide the same level of insurance as Tilden-Coil Constructors, Inc. Please refer to Article 10 of the Agreement.

Initials DB

Attachment: 007638_TildenCoil_Contract [Revision 1] (2115 : LDS Facility Clinic - Approval of PSA with

EXHIBIT "N"

CONSTRUCTION MANAGER'S STAFFING FEE SCHEDULE

Construction Manager's Staffing Fee Schedule is included in the Fee Proposal attached hereto as Exhibit "P".

Initials RB @

Attachment: 007638_TildenCoil_Contract [Revision 1] (2115 : LDS Facility Clinic - Approval of PSA with

EXHIBIT "O"

CONSTRUCTION MANAGER'S SUBCONSULTANT SERVICES

Not Used

Initials DB

Attachment: 007638_TildenCoil_Contract [Revision 1] (2115 : LDS Facility Clinic - Approval of PSA with

EXHIBIT "P"

CONSTRUCTION MANAGER'S PROPOSAL

Construction Manager's Proposal dated August 12, 2016 is included on the following pages and includes a summary page, general conditions estimate, and preconstruction services breakdown.

Initials RB

Attachment: 007638_TildenCoil_Contract [Revision 1] (2115 : LDS Facility Clinic - Approval of PSA with

Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Tilden-Coil Constructors, Inc.
Smith Correctional Facility – New Clinic
CM Services Proposal
8/12/16

Project Understanding
The project includes a new 7,380 sf clinic to be located at the Smith Correctional Facility. It will be constructed in 2 Phases (Site Development and Construction).

Total CM Contract
Total Construction Management Contract amount is comprised of 1) CM Fee, 2) General Conditions, 3) Preconstruction, and 4) Reimbursable for the Total Amount of **$1,293,902.**

Construction Management Fee
Tilden-Coil proposes the construction management fee of **6.92%** of the estimated final costs of construction (prime contracts), which is currently estimated to be 3.98 million.

What is Included in CM Fee?
- Home office overhead expenses
- Project profit
- Costs which are not reimbursable to the CM under the Agreement
- CM losses

What is Not Included in CM Fee?
- General conditions (direct CM labor and expenses)
- Preconstruction expense
- CM insurance

Preconstruction Expenses
A breakdown of preconstruction expenses are attached to this proposal.

General Conditions Expenses
A breakdown of general conditions expenses are attached to this proposal.

CM Proposal Breakdown

Category:	
Project Budget (1):	$3,984,028
CM Fee(6.92%):	$275,695
General Conditions:	$828,707
Total Construction:	$5,088,430
Preconstruction(2):	$108,000
Reimbursable (3):	$81,500
Total CM Contract(4)	$1,293,902

(1) Project Budget is the estimated final cost of construction (prime contracts)
(2) Preconstruction does not include Preconstruction Reimbursable allowances
(3) Preconstruction Reimbursable allowances are allowances set aside to be used and reimbursed as directed.
(4)Total CM Contract = CM Fee, General Conditions, Preconstruction, and Reimbursables.

Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Original: 03/08/16
Update: 08/09/16
Printed on: 08/10/16

GENERAL CONDITIONS ESTIMATE

		Phase 1	Phase 2	Closeout	Total
Smith Correctional Facility	**Days**	65	260	22	347
County of Riverside, EDA	**Weeks**	13	52	4	69
New 7380 SFT Clinic	**Months**	3	12	1	16

Description	Qty	Unit	Unit Cost	Total	General Conditions	Owner Expense	Direct Cost of the Work
Construction Supervision							
Project Executive	1.5	wk	$ 5,366	$ 8,049	X		
Sr. Project Manager		wk	$ 4,738	$ -			
Project Manager (1/2)	32	wk	$ 4,326	$ 140,584	X		
Assistant Project Manager		wk	$ 4,120	$ -			
Superintendent	65	wk	$ 4,409	$ 286,563	X		
Area/Assistant Superintendent		wk	$ 4,120	$ -			
Project Engineer (3/4)	49	wk	$ 3,296	$ 160,668	X		
Scheduler		wk	$ 4,944	$ -			
BIM Manager		wk	$ 4,944	$ -			
QA/QC Coordinator		wk	$ 4,120	$ -			
	3.0	wk	$ 4,120	$ 12,360	X		
Project Administrative Assistant (1/2)	32	wk	$ 2,472	$ 80,334	X		
Project Engineer Intern		wk	$ 2,472	$ -			
Field Labor		wk	$ 2,884	$ -			X
Post-Construction / Closeout Labor & Expenses							
Project Executive		wk	$ 5,366	$ -			
Sr. Project Manager		wk	$ 4,738	$ -			
Project Manager		wk	$ 4,326	$ -			
Superintendent		wk	$ 4,409	$ -			
Project Engineer (1/2)	2	wk	$ 3,296	$ 7,141	X		
Project Administrative Assistant (1/2)	2	wk	$ 2,472	$ 5,356	X		
Project Engineer Intern		wk	$ 2,472	$ -			
Field Labor		wk	$ 2,884	$ -			
LEED Certification Submittals		wk	$ 3,296	$ -			
Owner Training		wk	$ 3,296	$ -			
Post-Occupancy Maintenance		wk	$ 4,409	$ -		X	
Warranty Labor		wk	$ 2,884	$ -			
Construction Materials/Expenses							
Site Management							
Recycling/Trash Dumpster Removal / Hauling	15	each	$ 600	$ 9,000	X		X
Final Clean Up		sf		$ -			X
Safety Measures	1	ls	$ 3,500	$ 3,500	X		
Safety Equipment				$ -			X
Fire Prevention Equipment (Fire Extinguishers)	1	LS	$ 1,500	$ 1,500	X		
Traffic Control / Signage				$ -			X
Dust Control	1	LS	$ 2,500	$ 2,500	X		X
Construction Water				$ -		X	
Hydrant Meters				$ -		X	
SWPPP Implementation				$ -			X
QSP Owner Reporting (weekly/quarterly/annual)				$ -	X		
QSD				$ -		X	
Weather Protection	1	LS	$ 2,500	$ 2,500	X		
Temporary Heating				$ -			X
Caretaker/Security				$ -		X	
Temporary Fencing & gates	750	lf	$ 8.00	$ 6,000	X		

Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Original: 03/08/16
Update: 08/09/16
Printed on: 08/10/16

GENERAL CONDITIONS ESTIMATE

		Phase 1	Phase 2	Closeout	Total
Smith Correctional Facility	**Days**	65	260	22	347
County of Riverside, EDA	**Weeks**	13	52	4	69
New 7380 SFT Clinic	**Months**	3	12	1	16

Description	Qty	Unit	Unit Cost	Total	General Conditions	Owner Expense	Direct Cost of the Work
K-rail				$ -			
Parking				$ -			
Vandalism/Graffiti Repair				$ -			
Temporary Facilities & Storage							
Office Trailer Rental & Expenses	15	mo	$ 750	$ 11,250	X		
Office Trailer Mobilization & Tear down	2	ea	$ 1,500	$ 3,000	X		
Office Trailer Alarm (includes commissioning)				$ -			
Storage Bins	12	mo	$ 150	$ 1,800	X		
Project Signs	1	ea	$ 1,000	$ 1,000	X		
Temporary Utilities & Services							
Temp Power Poles & Connection (Tie Into Exist	1	LS	$ 10,000	$ 10,000	X		X
Monthly Power (Tie Into Existing)		mo		$ -		X	
Toilets / Hand Wash	15	mo	$ 750	$ 11,250	X		
Temp Lighting	9	LS	$ 250	$ 2,250	X		X
Extend Temp Utilities	1	LS	$ 5,000	$ 5,000	X		X
Equipment & Fuel							
Management Fuel	83	wk	$ 100	$ 8,341	X		
Supervision Fuel	65	wk	$ 100	$ 6,500	X		
Equipment Fuel				$ -			X
Small Tools/Equipment Repair	15	mo	$ 450	$ 6,750	X		
Equipment Rental				$ -			X
On Site Transportation							X
Specialty Services							
Blueprints/Plans (Printing)				$ -		X	
Blueprints/Plans (Electronic Conversion/Software)						X	
Photos/Video				$ -			
Web Camera				$ -			
Surveying				$ -			X
C.P.M. Schedule				$ -	X		
Material Testing				$ -		X	
Special Inspections				$ -		X	
Soils Testing				$ -		X	
Electronic File Archiving				$ -	X		
Communication Services							
Project Telephones / Internet	16	mo	$ 200	$ 3,200	X		
Cellular Phones	33.75	mo	$ 150	$ 5,063	X		
Mobile/In Field Computing (tablets)				$ -			
Project Management Software (Prolog)				$ -			
Systems Installation/Network Config. (Trailer)				$ -			
Office Equipment							
Office Equipment (Computers, Printers, Fax, etc	15	mo	$ 850	$ 12,750	X		
Office Copier	15	mo	$ 250	$ 3,750	X		
Office Furnishings	15	mo	$ 100	$ 1,500	X		

Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Original: 03/08/16
Update: 08/09/16
Printed on: 08/10/16

GENERAL CONDITIONS ESTIMATE

		Phase 1	Phase 2	Closeout	Total
Smith Correctional Facility	**Days**	65	260	22	347
County of Riverside, EDA	**Weeks**	13	52	4	69
New 7380 SFT Clinic	**Months**	3	12	1	16

Description	Qty	Unit	Unit Cost	Total	General Conditions	Owner Expense	Direct Cost of the Work
Office Supplies	15	mo	$ 250	$ 3,750	X		
Office Cleaning	15	mo	$ 100	$ 1,500	X		
Drinking Water	15	mo	$ 50	$ 750	X		
Postage/Shipping	15	mo	$ 150	$ 2,250	X		
Travel Expenses							
Meetings				$ -			
Promotion Expenses				$ -			
Lodging				$ -			
Meals				$ -			
Soft Costs							
Owner Purchases				$ -			
CM Insurance Expense							
Permits/Fees/Licenses	2	years	$ 500	$ 1,000	X		

Total General Conditions Estimate	**$ 828,707**

Attachment: 007638_TildenCoil_Contract [Revision 1] (2115 : LDS Facility Clinic - Approval of PSA with

Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

8/16/2016

Smith Correctional Facility - New Clinic

Scope of services based upon template CM Agreement

Item	QTY (HRS)	Cost	Total
2.1 Basic Services			
Development of Comprehensive Management Plan	16	$ 120	$ 1,920
Management of the Architect (2.1.9.2)	40	$ 120	$ 4,800
Development of document control plan (2.1.19)	16	$ 120	$ 1,920
Develop construction schedule to issue in bid packages	40	$ 120	$ 4,800
Bi-Weekly team meetings	104	$ 120	$ 12,480
2.2 Mobilization/Programming phase			
None			
2.3 Design Phase			
Constructability Review (2.3.1) - includes back checks	120	$ 120	$ 14,400
Value Engineering Review	24	$ 120	$ 2,880
Development of phasing plan	16	$ 120	$ 1,920
Labor availability study	4	$ 120	$ 480
Coordination of permits, easements, and approvals	120	$ 120	$ 14,400
Estimate of construction cost (50% CDs)	80	$ 120	$ 9,600
Development of temporary facilities plan	0	$ 120	$ -
Development of emergency response plan	8	$ 120	$ 960
2.4 Bidding Phase			
Preparation of Scopes	120	$ 120	$ 14,400
Prequalification process		$ 120	see below
Coordination of pre-bid conference	8	$ 120	$ 960
Assembly and modification of bidding documents	120	$ 120	$ 14,400
Issuance of addenda	40	$ 120	$ 4,800
Assembly and evaluation of post-award submittals (contracts and insurance)	24	$ 120	$ 2,880
Bid protest assistance		$ 120	Included
Total Pre-Construction Costs			**$ 108,000**
2.5 - Preconstruction Reimbursable Allowances			
Owner Allowance (Permits, Fees, etc.)	1	LS	$ 10,000
Other reimbursable allowance	1	LS	$ 2,500
BIM clash detection - Allowance	60	$ 120	$ 7,200
BIM trade coordination and meetings with Primes - Allowance	140	$ 120	$ 16,800
Prime Contractor Pre-Qualification Process - Allowance	1	LS	$ 45,000
Total Preconstruction Reimbursable Allowance Costs			**$ 81,500**

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

Item **3.8**

SUBMITTAL DATE:
October 17, 2016

FROM : ECONOMIC DEVELOPMENT AGENCY (EDA):

SUBJECT: Vail Ranch Historic Site – Acceptance of Dedication and Approval of Developer Lease, CEQA Exempt, District 3; ($71,000), General Fund Sub-Fund 11183 2%, ($3,516,348) STSA Escrow Account Sub-fund 11103 98%, [Total Cost $3,516,348]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the project is exempt from CEQA pursuant to State CEQA Guidelines Section 15301, Class 1 Existing Facilities Exemption and 15061 (b)(3) "Common Sense" Exemption, and direct the Clerk of the Board to file the Notice of Exemption;
2. Authorize the Chairman to accept the dedication of the Vail Ranch Historic Site from Vail Headquarters, LLC (VHQ);
3. Approve and authorize the Chairman to execute the Developer Lease between the County of Riverside and VHQ for the Vail Ranch Historic Site;
4. Approve and authorize the Chairman to execute the Memorandum of Lease between the County of Riverside and VHQ for the Vail Ranch Historic Site;
5. Approve and authorize the Chairman to execute IRS Form 8283 to evidence the donation of the Vail Ranch Historic Site from VHQ to the County;
6. Authorize distribution of $3,445,348 from the STSA Escrow to VHQ pursuant to the terms of the Offer to Dedicate and Lease Agreement;
7. Delegate authority to the Assistant County Executive Officer/EDA or his designee to implement the Developer Lease and to approve any other documents necessary to accomplish the transfer of the Historic Site to the County;
8. Ratify and authorize a reimbursement to EDA/Real Estate Division in an amount not to exceed $71,000 from General Fund Sub-Fund 11183 and authorize reimbursement to EDA/Real Estate Division from General Fund Sub-Fund 11183, or any other available funds, for all costs incurred in administering the Developer Lease; and,
9. Approve and authorize the Auditor-Controller to make the budget adjustments totaling $71,000 listed on Schedule A, attached.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	$ 3,516,348	$ 0	$ 3,516,348	$ 0

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

NET COUNTY COST	$ 0	$ 0	$ 0	$ 0

SOURCE OF FUNDS: $71,000 General Fund Sub-Fund 11183 2% $3,445,348 STSA Escrow Sub-fund 11103 98%	**Budget Adjustment:** Yes **For Fiscal Year:** 2016/17

C.E.O. RECOMMENDATION: [CEO use]

BACKGROUND:
Summary

Pursuant to a Settlement Agreement dated January 27, 1998, on May 13, 2003, the Board of Supervisors approved and executed an Offer to Dedicate and Lease Agreement between the County and Redhawk Towne Center, LLC (the Historic Site Lease) to restore, lease and maintain the Vail Ranch Historic Site (the Historic Site). The primary features of the Historic Site Lease and all amendments are as follows:

- Upon completion and restoration of the entire site, the Developer will dedicate the four acre Historic Site to the County while retaining title to the restored structures during the term of the Developer Lease as stated below;

- The County will lease the four acre historic site back to the Developer for a period of 65 years (the Developer Lease);

- The Developer will sublease to the County 1,400 square feet of improved space for a period of 65 years, and provide a license for use of the entire site for educational and community activities (the County Sublease);

- The County will pay $3.2 million plus accrued interest in sublease payments to the Developer from sales and use tax generated on the adjacent retail development site; and,

- At the end of the 65-year lease period, the County will have exclusive possession and ownership of the entire historic site, including the restored structures, without any further compensation to the Developer.

The Historic Site is comprised of six historic structures on approximately four acres of a larger site that was approved for 400,000 square feet of retail space that was subsequently developed. Redhawk Towne Center, LLC, was acquired by a new parent company, Kimco Realty Corporation. Kimco did not have expertise in adaptive re-use of historic structures and proposed that a developer with experience in this area be solicited for the project. Kimco issued a request for proposals for the restoration and re-use of the historic site, and Arteco Partners was selected based on extensive experience on adaptive re-use for commercial and residential projects in the Inland Empire. Arteco Partners is family-owned and operated, and it is their

mission to foster historic preservation through investment and long-term commitment to communities through public-private partnerships. An assignment obligated Vail Headquarters, LLC, a limited liability corporation formed by the members of Arteco Partners (VHQ), to complete the project based on the same terms and conditions that were agreed to in the original agreement and subsequent amendments in 2007, 2008 2009 and 2016.

BACKGROUND:
Summary (Continued)

The Real Estate Division of the Economic Development Agency has confirmed that all required restoration improvements have been materially completed as agreed. Following the completion of those improvements, the Historic Site Lease requires that the County accept the dedication of the four acre historic site from VHQ, while VHQ is to retain title to the restored structures throughout the term of the Developer Lease.

As a part of the Offer to Dedicate and Lease, the County acknowledged that the dedication of the Historic Site to the County would constitute a gift. Accordingly, VHQ has requested the County execute IRS Form 9283 “Noncash Charitable Contributions” to evidence the donation. Further, the Offer to Dedicate and Lease allows VHQ to record a memorandum of lease.

On September 2, 2008, a document intended to be an exhibit to the Second Amendment to Offer to Dedicate and Lease was erroneously executed as the Developer Lease. The correct Developer Lease currently before the Board will operate to terminate the prior lease and to set the correct effective date for the Developer Lease concurrent with the transfer of the Historic Site to the County.

Pursuant to the California Environmental Quality Act (CEQA), the Developer Lease was reviewed and determined to be categorically exempt from CEQA, under State CEQA 15301, Class 1, Existing Facilities Exemption; and Section 15061 (b)(3), common sense, general rule exemption, as it will not result in direct impacts to the physical environment or reasonably foreseeable indirect effects.

Impact on Residents and Businesses

This historic preservation reuse project will allow for enjoyment of a key and historic site of the County. The residents and businesses will benefit from this historic project, which has the potential to increase tourism and business in this region through events, festivals and community activities. The historic educational value of the site will be a draw to students, residents, teachers and families who will come to enjoy and learn.

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

Contract History and Price Reasonableness

On May 13, 2003, Redhawk Towne Center LLC (Redhawk) and County entered into that certain Offer to Dedicate & Lease Agreement, as amended by that certain letter agreement dated November 14, 2003, (Original Offer to Dedicate), wherein Redhawk agreed, among other things, to complete certain Restoration Improvements to a 4 acre historic site that is part of the commercial center owned by Redhawk.

On January 23, 2007, the County, VHQ and Redhawk entered into a first amendment to the Original Offer to Dedicate, which provided a new schedule for completion of the Restoration Improvements and further provided for Redhawk to convey the Historic Site to VHQ.

On September 2, 2008, the County and VHQ entered into a second amendment to the Original Offer to Dedicate, which provided a new schedule for completion of the Restoration Improvements. Concurrently, the County erroneously executed the Developer Lease with an effective date that did not coincide with the transfer of the Historic Site to the County.

On September 1, 2009, the County and VHQ entered into a third amendment to the Original Offer to Dedicate which provided an updated schedule for the Restoration Improvements.

On July 29, 2014, the County and VHQ entered into a fourth amendment to Offer to Dedicate and Lease, which provided for an updated site plan, an amended schedule for the Restoration Improvements, and updated payment provisions that recognize and accommodate the fact that conditions in the original Offer to Dedicate and Lease Agreement necessary to sequester sales and use tax from the site into escrow have already been fulfilled.

On January 26, 2016, the County and VHQ entered into a fifth amendment to Offer to Dedicate and Lease.

SUPPLEMENTAL:
Additional Fiscal Information

While the payment to VHQ of the principal balance and accumulated interest in the STSA escrow was anticipated and budgeted this fiscal year, there was no funding source identified in the Offer to Dedicate and Lease for the County's administration of this project. However, the Real Estate Division of the Economic Development Agency seeks to be reimbursed for any and all past, current, and future costs associated with this transaction from the proceeds of the sale of other County properties.

Real Estate Labor Costs	$	35,000
County Counsel Costs	$	35,000

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

Environmental Costs	$	1,000
Total Estimated Net Costs	$	71,000

Attachments:
Schedule A – Budget Adjustments
Developer Lease
IRS Form 8283
Memorandum of Lease

RF:JVW:VC:VY:JR:ra 205FM 18.443 13360
MinuteTrak 2481

Schedule A

Increase appropriations:		
10000-1103800000-551100	Contribution to other funds	$71,000
Use of Unassigned Fund Balance:		
11183-1103800000-370100	Unassigned fund balance	71,000
Increase Estimated Revenue:		
47220-7200400000-790600	Contribution from other county funds	71,000
Use of Unrestricted Net Assets Fund Balance:		
47220-7200400000-380100	Unrestricted net assets	71,000

COUNTY OF RIVERSIDE
EDA
ECONOMIC DEVELOPMENT AGENCY

NOTICE OF EXEMPTION

September 19, 2016

Project Name: Vail Ranch – Developer Lease

Project Number: FM04217200205

Project Location: south of Temecula Valley Parkway, west of Redhawk Parkway, Temecula, California; Assessor's Parcel Number (APN) 960-010-044 (See attached exhibit)

Description of Project: The County of Riverside (County) previously approved and executed an Offer to Dedicate and Lease Agreement (May 13, 2003) between the County and Redhawk Towne Center, LLC (Lease Agreement) to restore, lease and maintain the Vail Ranch Historic Site. The Historic Site is comprised of six historic structures on approximately four acres of a larger site that was approved for 400,000 square feet of retail space that was subsequently developed. The development project was deemed by the City of Temecula Planning Commission to be categorically exempt from further environmental review in 2008.

Arteco Partners was selected to complete the restoration and re-use of the historic site, based on extensive experience on adaptive re-use for commercial and residential projects in the Inland Empire. Vail Headquarters, LLC (VHQ), a limited liability corporation formed by the members of Arteco Partners, assumed the terms and conditions agreed to in the original agreement and the subsequent amendments in 2007, 2008, and 2009. The Real Estate Division of the Economic Development Agency has confirmed that all required restoration improvements have been completed as agreed. Following the completion of those improvements, the Historic Site Lease requires that the County accept the dedication of the four-acre historic site from VHQ while VHQ is to retain title to the restored structures throughout the term of the Developer Lease. On September 2, 2008, a document intended to be an exhibit to the Second Amendment to Offer to Dedicate and Lease was erroneously executed as the Developer Lease. The correct Developer Lease currently before the Board will operate to terminate the prior lease and to set the correct effective date for the Developer Lease concurrent with the transfer of the Historic Site to the County. The termination of the prior lease and the execution of the current Developer Lease is identified as the proposed Project under the California Environmental Quality Act (CEQA). The proposed project is a contractual obligation that involves the transfer of land and a previously approved project; no expansion or change of use will occur with the execution of the Developer Lease. No additional direct or indirect physical environmental impacts are anticipated.

Name of Public Agency Approving Project: County of Riverside, Economic Development Agency

Name of Person or Agency Carrying Out Project: County of Riverside, Economic Development Agency; Vail Headquarters, LLC.

Exempt Status: State CEQA Guidelines, Section 15301, Class 1, Existing Facilities Exemption; Section 15061(b) (3), General Rule or "Common Sense" Exemption, Codified under Title 14, Articles 5 and 19, Sections 15061 and 15300 to 15301.

Attachment: CEQA NOE Vail Ranch (2481 : Vail Ranch - Developer Lease)

Reasons Why Project is Exempt: The Project is exempt from the provisions of CEQA specifically by the State CEQA Guidelines as identified below. The Project will not result in any specific or general exceptions to the use of the categorical exemption as detailed under State CEQA Guidelines Section 15300.2. The Project will not cause any impacts to scenic resources, historic resources, or unique sensitive biological environments. Further, no unusual circumstances or potential cumulative impacts would occur that may reasonably create an environmental impact. The Developer Lease is not anticipated to result in any direct or reasonably foreseeable indirect physical environmental impacts.

- **Section 15301 – Class 1 Existing Facilities Exemption:** This categorical exemption includes the operation, repair, maintenance, leasing, or minor alteration of existing public or private structures or facilities, provided the exemption only involves negligible or no expansion of the previous site's use. The Project, as proposed, is limited to the termination of an existing lease and execution of the current Developer Lease. The planned use of the site would continue in the same manner as under the current lease and would not require any expansion of service or facilities; therefore, the Project is exempt as the Project meets the scope and intent of the Class 1 Exemption identified in Section 15301, Article 19, Categorical Exemptions of the CEQA Guidelines.

- **Section 15061 (b) (3) – "Common Sense" Exemption:** In accordance with CEQA, the use of the Common Sense Exemption is based on the "general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment." State CEQA Guidelines, Section 15061(b) (3). The use of this exemption is appropriate if "it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment." *Ibid*. This determination is an issue of fact and if sufficient evidence exists in the record that the activity cannot have a significant effect on the environment, then the exemption applies and no further evaluation under CEQA is required. See *No Oil, Inc. v. City of Los Angeles* (1974) 13 Cal. 3d 68. The ruling in this case stated that if a project falls within a category exempt by administrative regulation or 'it can be seen with certainty that the activity in question will not have a significant effect on the environment', no further agency evaluation is required. With certainty, there is no possibility that the Project may have a significant effect on the environment. The proposed Developer Lease will not result in any direct or indirect physical environmental impacts. The planned use and operation of the facility will not change from what was originally assumed for the site and will not create any new environmental impacts to the surrounding area. No alterations and no impacts beyond the planned use of the site would occur. Therefore, in no way, would the Project as proposed have the potential to cause a significant environmental impact and the Project is exempt from further CEQA analysis.

Based upon the identified exemptions above, the County of Riverside, Economic Development Agency hereby concludes that no physical environmental impacts are anticipated to occur and the Project as proposed is exempt under CEQA. No further environmental analysis is warranted.

Signed: _____ **Date:** 9/19/16

Mike Sullivan, Senior Environmental Planner
County of Riverside, Economic Development Agency

Attachment: CEQA NOE Vail Ranch (2481 : Vail Ranch - Developer Lease)

RIVERSIDE COUNTY CLERK & RECORDER

AUTHORIZATION
TO BILL
BY JOURNAL VOUCHER

Project Name: Vail Ranch – Developer Lease

Accounting String: **Fund: 524830-47220-7200400000- FM04217200205**

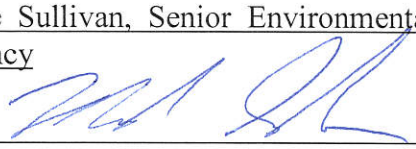
DATE: September 19, 2016

AGENCY: Riverside County Economic Development Agency

THIS AUTHORIZES THE COUNTY CLERK & RECORDER TO BILL FOR FILING AND HANDLING FEES FOR THE ACCOMPANYING DOCUMENT(S).

NUMBER OF DOCUMENTS INCLUDED: One (1)

AUTHORIZED BY: Mike Sullivan, Senior Environmental Planner, Economic Development Agency

Signature: 

PRESENTED BY: Jose Ruiz, Real Property Agent, Economic Development Agency

-TO BE FILLED IN BY COUNTY CLERK-

ACCEPTED BY: _

DATE: _

RECEIPT # (S) _

.

Attachment: CEQA NOE Vail Ranch (2481 : Vail Ranch - Developer Lease)

COUNTY OF RIVERSIDE
EDA
ECONOMIC DEVELOPMENT AGENCY

Date: September 19, 2016

To: Mary Ann Meyer, Office of the County Clerk

From: Mike Sullivan, Senior Environmental Planner, Project Management Office

Subject: **County of Riverside Economic Development Agency Project # FM04217200205**
Vail Ranch – Developer Lease Agreement

The Riverside County's Economic Development Agency's Project Management Office is requesting that you post the attached Notice of Exemption. Attached you will find an authorization to bill by journal voucher for your posting fee.

After posting, please return the document to:

Mail Stop #1330
Attention: Mike Sullivan, Senior Environmental Planner,
Economic Development Agency,
3403 10th Street, Suite 400, Riverside, CA 92501

If you have any questions, please contact Mike Sullivan at 955-8009.

Attachment

cc: file

Attachment: CEQA NOE Vail Ranch (2481 : Vail Ranch - Developer Lease)

Exhibit A

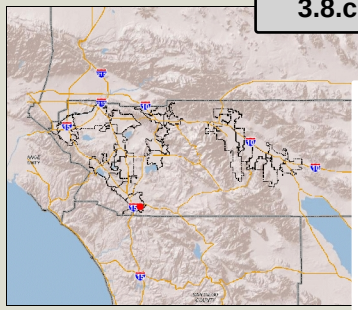


Attachment: Exhibit A (2481 : Vail Ranch - Developer Lease)

Vail Ranch – Acceptance of Dedication and Approval of Developer Lease

32115 Temecula PKY, Temecula, CA 92592





Legend

IMPORTANT Maps and data are to be used for reference purposes only. Map features are approximate, and are not necessarily accurate to surveying or engineering standards. The County of Riverside makes no warranty or guarantee as to the content (the source is often third party), accuracy, timeliness, or completeness of any of the data provided, and assumes no legal responsibility for the information contained on this map. Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user.

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REPORT PRINTED ON... 10/18/2016 2:20:32 PM

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Notes

APN #: 960-010-044

VAIL RANCH HISTORIC SITE LEASE AGREEMENT ("DEVELOPER LEASE")

THIS DEVELOPER LEASE (the "LEASE") is made and entered into this ____ day of _____, 20__ by and between Vail Headquarters, LLC, a California limited liability company (hereinafter sometimes referred to as "VHQ"), and the County of Riverside, a political subdivision of the state of California (hereinafter sometimes referred to as "County" or "Landlord").

RECITALS

A. On May 13, 2003, Redhawk Towne Center LLC ("Redhawk"), and County entered into that certain Offer to Dedicate and Lease Agreement ("Offer to Dedicate") wherein Redhawk agreed, among other things, to complete certain Restoration Improvements to a 4 +/- acre historic site (the "Historic Site") that is part of the commercial center owned by Redhawk as of the date of the Offer to Dedicate (the "Property") as shown on Exhibit "A" attached hereto.

B. The Offer to Dedicate has been amended by the following:

1. That certain First Amendment to Offer to Dedicate and Lease dated January 23, 2006, whereby VHQ succeeded Redhawk Towne Center, LLC as Developer;

2. That certain Second Amendment to Offer to Dedicate and Lease dated September 2, 2008, whereby mortgagee protection was added to the Agreement;

3. That certain Third Amendment to Offer to Dedicate and Lease dated September 1, 2009, whereby the project schedule was amended; and

4. The certain Fourth Amendment to Offer to Dedicate and Lease dated July 29, 2014 whereby the Restoration Improvements were redefined, the project schedule was amended, the County Sublease was amended, Exhibit "J" was supplemented, and the Notice provisions were amended.

5. The certain Fifth Amendment to Offer to Dedicate and Lease dated January 26, 2016 whereby the project schedule was amended and Exhibit "J" was supplemented. The Offer to Dedicate and all subsequent Amendments are attached hereto as Exhibit "B."

C. Upon acceptance of the offer to dedicate from VHQ, the County will be the owner of that certain real property identified as the Historic Site and as more particularly described in Exhibit "C" attached hereto, excluding the buildings and improvements thereon which shall automatically revert to the County at the expiration of this Lease, such exhibit being incorporated herein by this reference, (hereinafter sometimes referred to as the "Premises");

D. Pursuant to the Offer to Dedicate, VHQ and County entered into a prior developer lease (the "2008 Lease") which was executed by the Board of Supervisors on September 2, 2008. The 2008 Lease erroneously stated that the effective date was the date of execution by the Board of Supervisors rather than the date that the Premises were transferred from VHQ to the County.

Attachment: Developer Lease (2481 : Vail Ranch - Developer Lease)

E. The parties desire to terminate the 2008 Lease and to prepare and execute a lease by which the Premises will be leased from the County to VHQ.

F. VHQ desires to lease from County, and County desires to lease to VHQ, the Premises.

NOW, THEREFORE, the parties hereby agree as follows:

1. LEASE OF PREMISES

1.01. Subject to the provisions of the recital paragraphs outlined above, such paragraphs being incorporated herein by this reference, subject to the other terms and provisions contained herein, and subject to satisfaction or written waiver of the provisions set forth in Section 4 of the First Amendment, County hereby leases to VHQ, and VHQ hereby leases from County, the Premises. VHQ shall accept the Premises in their "as-is", except as otherwise provided herein.

1.02. Termination of 2008 Lease. The 2008 Lease erroneously stated the effective date as September 2, 2008 rather than the date that the Premises were transferred from VHQ to the County. It is understood and agreed by County and VHQ that the 2008 Lease had no legal effect, that it shall terminate on the effective date of this Lease and that this Lease shall then replace the 2008 Lease.

2. TERM

2.01. The term of this Lease shall commence on the Effective Date and continue in effect for a period of sixty-five (65) years thereafter ("Initial Term"). Upon the termination or expiration of this Lease in accordance with its terms, VHQ agrees to surrender to County the Premises, including all buildings and improvements thereon, in at least as good repair and condition as exists on the date possession of the same is delivered to VHQ, ordinary wear and tear excepted. Notwithstanding the foregoing, in the event the Historic Site ceases to be operated as a historic site for a period of five (5) years for reasons other than force majeure, either party may terminate this Lease by giving the other party thirty (30) days prior written notice thereof at any time prior to the recommencement of such operation.

3. RENTAL

3.01. VHQ shall pay to County an annual payment of One Dollar ($1.00) ("Base Rental").

3.02. Upon full execution hereof, VHQ will tender to County its first check for the annual rent payment in the amount of One Dollar ($1.00), and thereafter, rent shall be payable annually.

3.03. All payments of Base Rental and other sums payable to County hereunder shall be paid to County at the following address:

Riverside County Economic Development Agency

Attachment: Developer Lease (2481 : Vail Ranch - Developer Lease)

3403 10th Street, Suite 400
Riverside, CA 92501
Attn: Deputy Director of Real Estate
Real Estate Division / EDA

4. PARKING AND ACCESS

4.01. Parking and Access to common areas on the Property ("Common Areas"), together with rights to use and enjoyment of the signage and utility easement and access rights granted thereunder, shall be provided to VHQ pursuant to the terms and provisions of the Nonexclusive Parking and Access Easement Agreement, Together with Covenants, Conditions and Restrictions recorded on the Property (the CC&R's), (attached hereto as Exhibit "D"). At all times during the term of this Lease, with the exception of reasonable repair or replacement, VHQ and VHQ's sub-lessees shall be entitled to reasonable, non-exclusive use of the Common Areas for ingress, egress and parking purposes to the extent reasonably needed for VHQ to use the Premises in the manner provided herein, provided however, that VHQ's use of the Common Areas shall not unreasonably interfere with the use of the Common Areas by County and others entitled to use the Common Areas. The parties hereto acknowledge and agree that VHQ's usage of the Common Areas for ingress, egress, and parking shall be non-exclusive under an irrevocable license granted hereby by County during the term of this Lease. All of the parking and use of the Common Areas provided to VHQ under this paragraph shall be without charge. VHQ shall comply with reasonable rules and regulations concerning the use of the Common Areas established from time to time by County. County shall have the sole and exclusive control over the Common Area and the right to make changes thereto as County determines appropriate from time to time, provided such changes do not materially impair the ingress, egress and parking rights granted hereby.

5. ALTERATIONS

5.01. VHQ shall not make any material structural or exterior alterations or changes to the Premises without the prior written consent of County, which consent shall not be unreasonably withheld, conditioned or delayed. VHQ shall be permitted to perform maintenance and effect alterations to the exterior or structure of the Premises which are not material without the prior written consent of County so long as any such alteration shall be consistent with the design and quality of the exterior finishes to the Premises improvements as exist upon the completion of the Premises improvements.

VHQ shall give County a 10-day written notice prior to the commencement of any improvements on the Premises, so as to afford County the opportunity to post a notice of non-responsibility to protect against any mechanic's liens which might be recorded against the Premises and/or the Property. VHQ hereby agrees to indemnify, defend and hold the County and its members, partners, affiliates, agents, servants and employees harmless from and against any mechanic's liens and from any and all costs, expenses, claims, causes of action, attorneys' fees and title costs in respect to damage to property or injury to persons which might arise by virtue of any work on the Premises and/or the Property authorized or required to be performed by or at the expense of VHQ.

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6. USE, MAINTENANCE AND REPAIR OF THE PREMISES

6.01. The Premises are to be used by VHQ for the operation and conduct of commercial business approved by the County as set forth in the Offer to Dedicate. VHQ agrees to restrict its use of the Premises to such purposes and not to use or permit the use of the Premises for any other purpose whatsoever without the prior written consent of the County, which consent may be withheld in County's sole and absolute discretion.

6.02. During the term of this Lease and any extensions thereof, VHQ shall keep the Premises, and mechanical systems contained therein or otherwise exclusively serving the Premises, including but not limited to, plumbing, electrical, heating, air conditioning systems, building structures and landscaping in first class commercial repair at VHQ's own expense, and shall not permit the Premises or such systems to deteriorate or depreciate in value by any act or omission of VHQ or its employees or agents, normal wear and tear excepted. All repairs and maintenance required of VHQ shall be done in a good workmanlike manner. VHQ shall be responsible for all exterior or structural repairs and/or maintenance of the Premises.

6.03. VHQ shall not permit the Premises to be occupied for any business or purpose deemed hazardous on account of fire or any other account, nor commit any act which will invalidate any policy of insurance on said Premises. VHQ shall use no equipment unapproved by insurance underwriters and shall not use the Premises in any way which will cause an increase in the usual insurance rates.

VHQ shall, at VHQ's sole cost and expense, keep the Premises in as clean, sanitary and presentable condition and not allow refuse or debris to accumulate therein.

7. GRAPHICS AND EXTERIOR DISPLAYS

7.01. VHQ shall have the right to install exterior signs and exterior historic displays on the Premises provided such signs and displays, and the location thereof, are in compliance with the applicable Sign Program of the County then in effect for the Premises, or otherwise shall be approved by County in the exercise of its reasonable discretion. All VHQ's signage and/or displays shall be paid for by VHQ, and County shall not be responsible for loss or damage of signs or historic displays placed on the Premises. County may require historic displays located on the Premises to be secured by fencing if County believes that such displays may constitute an attractive nuisance. All such displays shall be deemed to constitute a portion of the Premises for purposes of VHQ's indemnity obligations under Section 11.05.

8. UTILITIES

8.01. VHQ agrees that it shall pay all utility, maintenance and miscellaneous costs for the Premises, including but not limited to electricity, gas, water, sewer, trash removal, and common area maintenance charges.

9. ASSIGNMENT AND SUBLETTING

9.01. VHQ shall have the right to sublease the Premises for uses consistent with the Land Use Approvals obtained from the County and the City of Temecula and consistent with

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the Offer to Dedicate with Landlord's consent, which consent shall not unreasonably be withheld, and which consent shall be subject to the provisions of Section 9.02, below. Any such use shall not materially interfere with or diminish the historical significance of the Historic Site or the Restoration Improvements, and shall be approved in advance by the County, in the exercise of its reasonable discretion.

9.02. County shall approve or disapprove a proposed sublease within ten (10) Business Days after receipt by County of the written request of VHQ for such approval (the "Outside Approval Date"), and if County fails to respond to the request in writing delivered to VHQ on or before the Outside Approval Date, the proposed sublease shall be deemed approved by County. So long as the written request from County for additional information is delivered to VHQ no later than ten (10) Business Days after delivery by VHQ to County of the request for consent to a sublease, so long as County in its reasonable discretion determines that such additional information regarding the proposed subtenant reasonably is required for the consideration of the proposed sublease, County may request that additional information be provided with respect to the proposed subtenant, in which event the Outside Approval Date shall be extended to the date which is the later of (i) ten (10) Business Days following the date of delivery to County of the requested information or (ii) twenty (20) Business Days after the initial delivery by VHQ to County of the request for approval of the sublease.

9.03. County hereby covenants and warrants that the authority to approve or disapprove a proposed sublease has been delegated by County to the Economic Development Agency of the County of Riverside (the "EDA"), and that the Assistant County Executive Officer of the EDA has the authority, on behalf of the EDA as the authorized agent of the County, to approve or disapprove a request by VHQ to enter into a sublease of all or any portion of the Premises. VHQ shall have the right to appeal to the Board of Supervisors of the County any disapproval of a proposed sublease, or any requirements which are conditions to approval of a proposed sublease.

10. MECHANIC'S LIENS

10.01. VHQ will not cause any mechanic's liens or material men's liens to be placed on the Premises and will cause any lien placed thereon by VHQ or any party claiming by, through or under VHQ, to be promptly removed. If VHQ fails to remove any such lien within thirty (30) days following written demand therefore, County may remove the same and VHQ will reimburse County for the costs incurred in connection with such removal within fifteen (15) days of VHQ's receipt of an invoice therefore showing in reasonable detail such costs incurred.

10.02. Notwithstanding anything to the contrary set forth above, if VHQ shall have commenced activity on the Premises pursuant to this Lease, and, in connection therewith any lien, claim or demand is filed against the Premises, and VHQ, in good faith, contests the validity of any such lien, claim or demand, then VHQ may, at its expense, defend itself and County against the same and shall pay and satisfy any adverse judgment that may be rendered thereon before any enforcement thereof against the Premises or County. VHQ's right to contest such liens, claims or demands pursuant to the terms of this Section is expressly conditioned upon VHQ causing such lien to be released of record, within the time period required in Section 10.01, by bonding over such lien in the manner provided by applicable law

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and indemnifying County against liability for the same, and holding the Premises free from the effect of any such lien, claim or demand.

11. INSURANCE

11.01. (a) Without limiting or diminishing the VHQ'S obligation to indemnify or hold the County harmless, VHQ shall carry and maintain, at VHQ's expense, at all times during the term of this Lease, not less than the following coverage and limits of insurance.

(i) Commercial General Liability: Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of VHQ'S performance of its obligations hereunder. Policy shall name the County, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds. Policy's limit of liability shall not be less than $2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Lease or be no less than two (2) times the occurrence limit.

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

(iii) Worker's Compensation and Employer's Liability. If VHQ has employees as defined by the State of California, VHQ shall maintain:

(A) State Worker's Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. P

(B) Employers' Liability (Coverage B) including Occupational Disease with limits not less than $2,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of the County, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

(b) General Insurance Provisions – All lines:

(i) 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

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writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

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

(iii) VHQ shall cause VHQ'S insurance carrier(s) to furnish the County 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 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 Lease shall terminate forthwith, unless the County receives, prior to the later to occur of (i) such effective date or (ii) two (2) Business Days following receipt by VHQ of written notice of such material modification, cancellation, expiration or reduction in coverage, 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. *VHQ shall not commence operations until the County has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.*

(iv) It is understood and agreed to by the parties hereto that the VHQ'S insurance shall be construed as primary insurance, and the County's insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

(v) If, during the term of this Lease or any extension thereof, there is a material change in the Lease or, the term of this Lease, including any extensions thereof, exceeds five (5) years the County reserves the right to adjust the types of insurance required under this Lease and the monetary limits of

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liability for the insurance coverage's currently required herein, if; in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by VHQ has become inadequate.

(vi) VHQ shall pass down the insurance obligations contained herein to all tenants occupying the Premises.

(vii) The insurance requirements contained in this Lease may be met with a program(s) of self-insurance acceptable to the County.

(viii) VHQ 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 Lease.

11.02. Anything in this Lease to the contrary notwithstanding, County and VHQ each hereby waives any and all rights of recovery, claim, action or cause of action, against the other, its agents, servants, partners, shareholders, officers or employees, for any loss or damage that may occur to the Premises, the Building or the Property or any improvements thereto or thereon, or any personal property of such party therein or thereon, by reason of fire, the elements, or any other cause to the extent that such loss is covered by an insurance policy maintained, or required to be maintained pursuant to the terms hereof, by the releasing party, **REGARDLESS OF CAUSE OR ORIGIN, INCLUDING NEGLIGENCE OF THE OTHER PARTY HERETO**, its agents, officers, partners, shareholders, servants or employees, and covenants that no insurer shall hold any right of subrogation against such other party. Each party shall cause the issuer of its property damage insurance to waive such issuer's right of subrogation against the other party.

11.03. VHQ 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 (County and the foregoing being referred to as "County Parties") from any liability whatsoever, based or asserted upon any services of VHQ, its officers, agents or employees arising out of or in any way relating to this Lease, 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 VHQ, its officers, agents, or employees of this LEASE. VHQ shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the County Parties in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by VHQ, VHQ 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 VHQ's indemnification to County as set forth herein.

VHQ'S obligation hereunder shall be satisfied when VHQ has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim

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involved, or other evidence, reasonably satisfactory to County, evidencing the satisfaction or other resolution of such action or claim.

The specified insurance limits required in this Lease shall in no way limit or circumscribe VHQ'S obligations to indemnify and hold harmless the County herein from third party claims set forth in this Section 11.03.

11.04. County shall indemnify and hold harmless the VHQ Parties from any liability whatsoever arising out of or in any way relating to this Lease, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the use and occupancy of the Property by County.

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 VHQ; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes County's indemnification to VHQ as set forth herein.

County's obligation hereunder shall be satisfied when County has provided to VHQ the appropriate form of dismissal relieving VHQ from any liability for the action or claim involved, or other evidence, reasonably satisfactory to VHQ, evidencing the satisfaction or other resolution of such action or claim.

12. PROPERTY TAXES

12.01. VHQ agrees to pay all ad valorem taxes, levies, assessments, including any possessory interest taxes, applicable to the Premises.

13. HAZARDOUS MATERIALS

13.01. VHQ shall not cause or permit its agents, contractors or employees to cause the Premises to be in violation of any federal, state or local laws, ordinances or regulations relating to industrial hygiene or to environmental conditions on, under or about the Premises including, but not limited to, soil and ground water conditions. VHQ shall not use, generate, manufacture, store or dispose of on, under or about the Premises and/or the Property or transport to or from the Premises and/or the Property any flammable explosives, radioactive materials, hazardous wastes, toxic substances or related materials, including, without limitation, any substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," or "toxic substances" under any applicable federal or state laws or regulations (collectively referred to hereinafter as "Hazardous Materials") including without limitation, California Health & Safety Code Section 25316, as well as any amended or successor statute as may exist from time to time during the term of this Lease and any renewals thereto, as well as any petroleum or petroleum-derived product, natural gas, liquefied natural gas, synthetic fuel gas, radioactive materials or waste and/or "medical waste" as defined in California Health & Safety Code Section 25023.2, as well as any amended or successor statute as may exist from time to time during the term of this Lease and any renewals thereto.

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14. DEFAULT AND REMEDIES

14.01. This Lease shall be deemed in default and breached by VHQ if, during the term of this Lease:

(a) VHQ defaults in the payment of any money agreed to be paid by VHQ to County for rent, or for any other purpose under this Lease, and if such default continues for thirty (30) days after written notice to VHQ by County;

(b) VHQ defaults in the performance of any of its non-monetary agreements, conditions or covenants under this Lease and such default continues for thirty (30) days, plus such reasonable period of delay as VHQ may encounter in the performance of its agreements, conditions, and/or covenants by reason of matters beyond the control of VHQ.

14.02. In the event of VHQ's default hereunder, County may, at its option and without limiting County in the exercise of any other right or remedy it may have on account of a default or breach by VHQ, exercise any and all rights and remedies available at law or in equity. In addition, if VHQ is in default hereunder, County may, but shall not be obligated to, take any action necessary to cure VHQ's default without waiving any other right County may have as a result of such default, in which event VHQ shall reimburse County for the costs incurred by County in connection with curing such default within fifteen (15) days following receipt of an invoice therefore showing in reasonable detail such costs incurred.

14.03. This Lease shall be deemed in default and breached by County if, during the term of this Lease County defaults in the performance of any of its obligations hereunder and such default continues for thirty (30) days after written notice to County by VHQ, plus such reasonable period of delay as County may encounter in the performance of its agreements, conditions, and/or covenants by reason of matters beyond the control of County.

14.04. In the event of County's breach of this Lease, VHQ shall be entitled to withhold any payment of Base Rental which may become due until such time as County has cured its default. In addition to the foregoing remedy, in the event of County's breach of this Lease VHQ shall also be entitled to any and all other remedies available at law or in equity, including but not limited to specific performance.

15. TRANSFERS BY COUNTY

15.01. County shall have the right to assign or transfer, in whole or in part, all its rights hereunder and in the Premises provided that the transferee agrees in writing to be bound by the terms of this Lease arising from and after such transfer. Upon such transfer and assumption, County shall be released from its obligations under the terms of this Lease arising from and after such transfer.

16. MORTGAGEE PROTECTION PROVISIONS

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16.01. Right to Encumber. VHQ and every successor and assign of VHQ (including, but not limited to, any sublessee of VHQ) is hereby given the express right, in addition to any other rights herein granted, with Landlord's consent, to mortgage its interests in this Lease, and its leasehold estate in the Premises, or any part of parts thereof, and any sublease of the Premises, under one or more Leasehold Mortgage(s) and to assign this Lease or VHQ's leasehold estate in the Premises, or any part or parts thereof, and any sublease, as collateral security for such mortgage(s), upon the condition that (i) such mortgage and/or assignment is made to secure indebtedness incurred for the purpose of fulfilling the obligations of VHQ under the Offer to Dedicate or otherwise for the purpose of improvement of the Premises or costs related to maintenance and operation of the Premises, and (ii) all rights acquired under such mortgage(s) shall be subject to each and all of the covenants, conditions and restrictions set forth in this Lease, and to all rights and interests of Landlord herein, none of which covenants, conditions or restrictions is or shall be waived by Landlord by reason of the foregoing, except as expressly provided herein. In the event of any conflict between the provisions of this Lease and the provisions of any mortgage, the provisions of this Lease shall control, except as herein specifically provided. In addition to the foregoing, Landlord shall not be obligated to subordinate its fee interest in the Premises or its residual interest in the Improvements thereon to any Leasehold Mortgage. Landlord hereby expressly consents to the Leasehold Mortgage by VHQ of the Premises to secure a permanent or take-out loan not to exceed Seven Million Dollars ($7,000,000.00) to repay the construction loan for completion of the Restoration Improvements made by VHQ pursuant to the Offer to Dedicate.

16.02. Definition of Leasehold Mortgage. For purposes of this Lease, the term "Leasehold Mortgage" means a conveyance of a security interest in this Lease and all of VHQ's interests in the Premises (collectively referred to as "VHQ's Leasehold Interests") to a lender (a "Leasehold Mortgagee") encumbering VHQ's Leasehold Interest, or the conveyance of VHQ's Leasehold Interests to the Leasehold Mortgagee or its assignee in connection with a foreclosure or a deed in lieu of foreclosure of such loan. Landlord agrees to permit VHQ to pledge VHQ's Leasehold Interests to a Leasehold Mortgagee as security under a Leasehold Mortgage with Landlord's consent, not to be unreasonably withheld. In the event of a default or breach by VHQ of any security instrument securing a Leasehold Mortgage, Landlord shall have the right to cure the default provided such cure is completed at least five (5) business days before the date of foreclosure. In such event, Landlord shall be entitled to reimbursement by VHQ of all costs and expenses incurred by Landlord in curing the default, with interest at the highest rate permitted by law, as Additional Rent (collectively, "Landlord's Cure Payments"), provided in the event of a subsequent foreclosure of a permitted Leasehold Mortgage the party acquiring VHQ's Leasehold Interests shall not be obligated to pay Landlord any of Landlord's Cure Payments.

16.03. Rights of Lender. If VHQ and/or VHQ's successors and assigns (including, but not limited to, any sublessee of VHQ) shall mortgage its interest in this Lease and its leasehold estate in the Premises, or any part or parts thereof as permitted by Section 16.01 above, the following provisions shall apply:

(a) No Amendment. There shall be no amendment, cancellation, termination, surrender or modification of this Lease by joint action of Landlord and VHQ without the prior

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consent in writing of each holder of a lien against or an assignment of this Lease, notice of which has been served upon Landlord.

(b) Right to Notice of Default. Landlord shall, upon serving VHQ with any notice of default, simultaneously serve a copy of the notice upon any Leasehold Mortgagee(s).

(c) Right to Cure. Any Leasehold Mortgagee shall have the right, but not the obligation, at any time prior to termination of this Lease, to pay all of the rents due hereunder, to effect any insurance, to pay any taxes or assessments, to make any repairs or improvements, to do any other act or thing required of VHQ hereunder, and to do any act or thing which may be necessary and proper to be done in the performance and observance of the agreements, covenants and conditions hereof to prevent termination of this Lease. Any Leasehold Mortgagee and its agents and contractors shall have full access to the Premises for purposes of accomplishing any of the foregoing. Any of the foregoing done by any Leasehold Mortgagee shall be as effective to prevent a termination of this Lease as the same would have been if done by VHQ.

(d) Additional Cure Period. Anything contained in this Lease notwithstanding, if any default shall occur which, pursuant to any provision of this Lease, purportedly entitles Landlord to terminate this Lease, Landlord shall not be entitled to terminate this Lease as to any Leasehold Mortgagee, nor to disturb the right of possession of any subtenant of VHQ, and the notice shall be rendered void as to such parties, if the Leasehold Mortgagee, within sixty (60) days after expiration of the period within which VHQ was permitted to cure the default (or within ninety (90) days after receipt of the notice by the Leasehold Mortgagee if the default is not curable by VHQ), shall both:

(i) either (aa) cure the default if the same can be cured by the expenditure of money, or (bb) if the default or breach is not so curable, commence, or cause any trustee under the mortgage to commence, and thereafter to diligently pursue to completion steps and proceedings to foreclose on the interests covered by the mortgage to the satisfaction of Landlord; and

(ii) perform or cause the performance of all of the covenants and conditions of this Lease requiring the expenditure of money by VHQ (including all unpaid monetary obligations of VHQ under this Lease) until such time as the leasehold shall be sold upon foreclosure pursuant to the mortgage, or shall be released or reconveyed thereunder, or shall be transferred upon judicial foreclosure or by deed or assignment in lieu of foreclosure.

(e) Condition of Termination. All right of Landlord to terminate this Lease as the result of the occurrence of any default shall be subject to, and conditioned upon, Landlord having first given to each Leasehold Mortgagee written notice of the default as required under Section 16.03(b), above, and all Leasehold Mortgagees having failed to remedy such default or acquire VHQ's leasehold estate hereunder or commence foreclosure or other appropriate proceedings in the nature thereof as set forth in Section 16.03(d), above.

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(f) Loss Payable Endorsement. Landlord and VHQ agree that the name(s) of the Leasehold Mortgagee(s) shall, at such Leasehold Mortgagee's request, be added to the "Loss Payable Endorsement" of any and all insurance policies required to be carried by VHQ under this Lease on condition that the insurance proceeds are to be applied in the manner specified in this Lease.

(g) No Consent to Foreclosure. Foreclosure of any Leasehold Mortgage, whether by judicial proceedings or by virtue of any power contained in the Leasehold Mortgage, or any conveyance of the leasehold estate hereunder from VHQ to any Leasehold Mortgagee or its designee through, or in lieu of, foreclosure or other appropriate proceedings in the nature thereof, shall not require the consent of Landlord and upon such foreclosure, Landlord shall recognize the transferee referred to in the preceding sentence in connection therewith as tenant hereunder. Following such foreclosure, any assignment, sale or subleasing by the transferee shall require the written consent of Landlord, not to be unreasonably withheld.

(h) Proceeds of Insurance and Condemnation. The proceeds from any insurance policies or arising from a condemnation award to VHQ shall be paid to and held by the Leasehold Mortgagee of highest priority and distributed pursuant to the provisions of this Lease (provided, such Leasehold Mortgagee shall disburse proceeds to be used for restoration as the restoration progresses and in a manner consistent with an institutional lender's procedures for disbursement of construction loan funds), except that the Leasehold Mortgagee(s) shall apply to the mortgage debt (in the order of priority) all of the proceeds not used to repair or restore the Premises and the improvements located thereon. The balance of any proceeds after such application shall be paid directly to VHQ.

(i) Notice of Proceedings. The parties hereto shall give all Leasehold Mortgagee(s) notice of any arbitration proceedings or condemnation proceedings involving VHQ's interest in the Premises, or of any pending adjustment of insurance claims, and any Leasehold Mortgagee shall have the right to intervene therein and shall be made a party to such proceedings. The parties hereto do hereby consent to such intervention. In the event that any Leasehold Mortgagee shall not elect to intervene or become a party to the proceedings, that Leasehold Mortgagee shall receive notice and a copy of any award or decision made in connection therewith.

(j) Further Protections. Landlord and VHQ shall cooperate in including in this Lease, by suitable amendment from time to time, any provision which may be reasonably requested by any proposed Leasehold Mortgagee for the purpose of implementing the mortgagee-protection provisions contained in this Section 16 and allowing that Leasehold Mortgagee reasonable means to protect or preserve the lien of its Leasehold Mortgage upon the occurrence of a default under the terms of this Lease. Landlord and VHQ each agree to execute and deliver (and to acknowledge, if necessary, for recording purposes) any agreement necessary to effect any such amendment; provided, however, that no such amendment shall in any way affect the term or rent under this Lease, nor otherwise in any material respect adversely affect any rights of Landlord under this Lease, and VHQ shall pay Landlord's reasonable costs in connection with such amendment.

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16.04. Notice. If VHQ shall mortgage its interest in this Lease or its leasehold estate in the Premises, or any part or parts thereof, VHQ shall send to Landlord a true copy thereof, together with written notice specifying the name and address of the mortgagee(s) and the pertinent recording data with respect to such mortgage(s).

16.05. New Lease.

(a) Landlord agrees that in the event of termination of this Lease pursuant to any bankruptcy or other similar proceeding causing the termination of executory contracts or other similar agreements, or by reason of the disaffirmance hereof by a receiver, liquidator or trustee for VHQ or its property, Landlord if requested by any Leasehold Mortgagee will enter into a new lease of the Premises, with the most senior Leasehold Mortgagee requesting a new lease or its designee, for the remainder of the term, effective as of the date of such termination, at the rent and additional rent and upon the terms, provisions, covenants and agreements as herein contained and subject to the rights, if any, of any parties then in possession of any part of the Premises, provided:

(i) The Leasehold Mortgagee shall make written request upon Landlord for the new lease within sixty (60) days after such Leasehold Mortgagee receives written notice of such termination;

(ii) Within thirty (30) days after receipt of the new lease from Landlord complying with the terms of this Section 16.05, the Leasehold Mortgagee shall execute and deliver the new lease to Landlord and shall pay any and all sums which would, at the time of the execution and delivery thereof, be due and unpaid pursuant to this Lease but for its termination;

(iii) The Leasehold Mortgagee shall perform and observe all covenants herein contained on VHQ's part to be performed, and shall further remedy any other conditions which VHQ under the terminated Lease was obligated to perform under its terms, in each instance as and to the extent the same are curable or may be performed by the Leasehold Mortgagee;

(iv) The tenant under the new lease shall have the same right, title and interest in and to the buildings and improvements on the Premises as VHQ had under the terminated Lease immediately prior to its termination; and

(v) Notwithstanding anything to the contrary expressed or implied elsewhere in this Lease, any new lease made pursuant to this Section 16.05(a) shall enjoy the same priority in time as the Lease over any mortgage, deed of trust, or other lien, charge, or encumbrance on the Premises.

(b) Any new lease made pursuant to Section 16.05 (a) shall be accompanied by a conveyance from Landlord to the new tenant of title to the improvements (free of any mortgage, deed of trust, lien, charge, or encumbrance created by Landlord) for a term of years equal to the term of the new lease, subject to the reversion in favor of Landlord upon expiration or sooner termination of the new lease.

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(c) Nothing herein contained shall require any Leasehold Mortgagee to enter into a new lease pursuant to Section 16.05 (a), above, nor to cure any default of VHQ referred to above.

(d) If a Leasehold Mortgagee shall elect to demand a new lease, Landlord agrees, at the request of, on behalf of and at the expense of the Leasehold Mortgagee, to institute and pursue diligently to conclusion the appropriate legal remedy or remedies to oust or remove VHQ (or its successor) from the Premises, but not any subtenants of VHQ (or its successor) actually occupying the Premises, or any part thereof. Leasehold Mortgagee, as a condition of executing the new lease, shall pay all reasonable costs and expenses, including attorneys' fees and court costs, incurred by Landlord in terminating this Lease, recovering possession of the Premises and the Improvements from the representative of VHQ, and preparing the new lease.

(e) Unless and until Landlord has received notice from all Leasehold Mortgagees that the Leasehold Mortgagee elects not to demand a new lease as provided in Section 16.05 (a), above, or until the period therefor has expired, Landlord shall not cancel or agree to the termination or surrender of any existing subleases nor enter into any new subleases hereunder without the prior written consent of the Leasehold Mortgagee(s).

16.06. Assumption of Lease. Landlord agrees that in the event of termination of this Lease by reason of any default by VHQ, or by reason of the disaffirmance hereof by a receiver, liquidator or trustee for VHQ or its property, Leasehold Mortgagee may assume the Lease with VHQ pursuant to the terms and conditions set forth herein

16.07. Lender's Liability. In the event any Leasehold Mortgagee or any designee of it becomes the tenant under this Lease or under any new lease obtained pursuant to Section 16.05(a), above, the Leasehold Mortgagee or its designee shall be personally liable for the obligations of VHQ under this Lease only for the period of time that the Leasehold Mortgagee or its designee remains the actual beneficial holder of the leasehold estate hereunder. The Leasehold Mortgagee may sublease all or portions of the Premises or to assign the new lease with the consent of Landlord, not to be unreasonably withheld.

16.08. Definitions. The term "mortgage," whenever used herein, shall include whatever security instruments are used in the locale of the Premises, such as, without limitation, deeds of trust, security deeds, and conditional deeds. The term "mortgage," whenever used herein, shall also include any instruments required in connection with a sale-leaseback transaction. The term "mortgagee" shall include the holder of the secured position under each of the foregoing types of instruments, including but not limited to the beneficiary under a deed of trust, the secured party under a security agreement and the lessor in a sale-leaseback transaction.

16.09. Restriction on Easements and Encumbrances by Landlord. Without VHQ's consent (which may be withheld in its reasonable discretion), Landlord shall not (i) grant any easement, license or access rights over the Premises, or (ii) mortgage or otherwise encumber its interest in the Premises.

Attachment: Developer Lease (2481 : Vail Ranch - Developer Lease)

16.10. Quiet Enjoyment. Absent an uncured default by VHQ, Landlord agrees not to disturb the possession, interest or quiet enjoyment of VHQ in the Premises for any reason, or in a manner which would materially adversely affect any leasehold mortgage(s).

16.11. Notice to Leasehold Mortgagee. Whenever Landlord shall deliver any notice or demand to VHQ with respect to any breach or default by the tenant, Landlord shall at the same time deliver to each Leasehold Mortgagee of record (as defined in Section 2.2) a copy of such notice or demand, which shall describe the default(s) with reasonable detail.

17. DAMAGE TO PREMISES

17.01. In the event of damage to the Premises, VHQ shall promptly rebuild or repair the Premises, provided however that the Base Rental due hereunder shall be abated in proportion to the reduction in usable area contained within the Premises as the result of such damage.

18. CONDEMNATION OF THE PREMISES

In the event that all of the Premises is taken by eminent domain by any governmental entity (hereinafter referred to as a "Taking"), then this Lease automatically shall terminate on the effective date of the completion of such Taking, or on such earlier date as tenant determines that it is not commercially practicable to continue business operations in the Premises by written notice to the County delivered not more than thirty (30) days after the date of VHQ's receipt of written notice of the final order of such Taking, and upon delivery of such notice, this Lease shall be deemed terminated as of the earlier of (i) the date set forth in VHQ's notice or (ii) the date of the Taking. In the event that a portion of the Premise the subject of a Taking, so long as the remaining portion of the Premises is reasonably suitable, in the reasonable discretion of VHQ, for the continued operation of VHQ's (or any subtenant's) business therein, then this Lease shall remain in full force and effect notwithstanding the Taking, provided however that the Base Rental due hereunder shall be abated in proportion to the reduction in usable area contained within the Premises as the result of such a Taking. In the event of a partial Taking of the Premises, County shall repair or rebuild the Premises to the extent necessary for VHQ's reasonable use of the Premises (but County shall not be obligated to spend more than the amount of the condemnation award received by County attributable to the taken portion of the Premises), and Base Rental due hereunder shall be abated in proportion to the reduction in availability of the Premises during such repair. In the event that, upon a Taking of a portion of the Premises the remaining portion of the Premises shall not be reasonably suitable, in the reasonable discretion of VHQ, for the continued operation of VHQ's (or any subtenant's) business therein, VHQ may give written notice to County delivered not more than thirty (30) days after the date of VHQ's receipt of written notice of the final order of such Taking, and upon delivery of such notice, this Lease shall be deemed terminated as of the earlier of (i) the date set forth in VHQ's notice or (ii) the date of the Taking

The condemnation awards or compensation attributable to a Taking of the Premises or any portion thereof (with the exception of relocation benefits that are due and payable to VHQ as a tenant of the Premises or any sub-lessee of VHQ, which relocation benefits shall be paid to the party subject to such relocation) shall be payable as follows:

Attachment: Developer Lease (2481 : Vail Ranch - Developer Lease)

First – to the Leasehold Mortgagee, in payment of any indebtedness secured by the Premises, up to the amount of such indebtedness; and

Second – the remaining balance shall be payable to the County.

19. GENERAL PROVISIONS

19.01. All of the provisions of this Lease shall be deemed as running with the land, and construed to be "conditions" as well as the "covenants" as though the words specifically expressing or imparting covenants and conditions were used in each separate provision.

19.02. Whenever County's approval is required under any provision of this Lease, it shall be defined that County's approval shall not be unreasonably withheld, unless specifically stated otherwise herein.

19.03. No delay or failure by either County or VHQ to insist upon the strict performance by the other of any covenant, agreement, term, or condition of this Lease or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such covenant, agreement, term or condition. To be effective, any waiver must be in writing and signed by the waiving party. No waiver of any breach shall affect or alter this Lease, but each and every covenant, condition, agreement, and term of this Lease shall continue in full force and effect with respect to any other then existing or subsequent breach. The subsequent acceptance of rent hereunder by County shall not be deemed to be a waiver of any preceding breach by VHQ of any term, covenant or condition of this Lease, other than the failure of VHQ to pay the particular rental so accepted, regardless of County's knowledge of such pre-existing breach at the time of acceptance of such rent.

19.04. Time is of the essence of this Lease, and of each provision.

19.05. The time in which any act provided by this Lease is to be done is computed by excluding the first day and including the last, unless the last day is a Saturday, Sunday, or holiday, and then it is also excluded. The term "holiday" shall mean all holidays specified in Sections 6700 and 6701 of the Government Code.

19.06. Each and all of the covenants, conditions, and restrictions in this Lease shall inure to the benefit of and shall be binding upon the successors in interest of County, and subject to the restrictions against assignment contained herein, the authorized encumbrances, assignees, transferees, subtenants, licensees, and other successors in interest of VHQ.

19.07. This Lease contains the entire agreement of the parties with respect to the matters covered, and no other agreement, statement, or promise made by any party, or to any employee, officer or agent of any party, which is not contained in this Lease shall be binding or valid.

19.08. If any term, covenant, condition, or provision of this Lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

Attachment: Developer Lease (2481 : Vail Ranch - Developer Lease)

19.09. Nothing contained in this Lease shall be deemed or construed by the parties or by any third person to create the relationship of principal and agent or of partnership or of joint venture or of association between County and VHQ, and neither the method of computation of rent nor any other provisions contained in this Lease nor any acts of the parties shall be deemed to create any relationship between County and VHQ, other than the relationship of landlord and tenant.

19.10. The language in all parts of this Lease shall in all cases be simply construed according to its fair meaning and not strictly for or against County or VHQ. Unless otherwise provided in this Lease, or unless the context otherwise requires, the following definitions and rules of construction shall apply.

(a) In this Lease the neuter gender includes the feminine and masculine, and the singular number includes the plural, and the word "person" includes corporation, partnership, limited liability company, firm, or association wherever the context so requires.

(b) "Shall", "will", and "agrees" are mandatory, "may" is permissive.

(c) Captions of the articles, sections, and paragraphs of this Lease are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning to the provisions of this Lease.

(d) All references to the term of this Lease or the Lease term shall include any extensions of such term.

19.11. Should either party commence any legal action or proceeding against the other based on this Lease, the prevailing party shall be entitled to an award of attorneys' fees.

19.12. This Lease is not subject to modification except in writing, signed by all parties hereto.

19.13. All notices, demands, or requests from one party to another may be personally delivered or sent by mail, certified, registered, postage, prepaid, to the addresses stated in paragraph 19.14 and shall be deemed to have given at the time of personal delivery or at the time of mailing.

19.14. All notices, demands, or requests from VHQ to County shall be given to County at:

Riverside County Economic Development Agency
3403 10th Street, Suite 400
Riverside, CA 92501
951) 955-9011
951) 955-6686 (Fax)
Attn: Real Estate Division

All notices, demands, requests from County to VHQ shall be given to VHQ at:

Attachment: Developer Lease (2481 : Vail Ranch - Developer Lease)

Vail Headquarters, LLC
281 S Thomas St, St 504
Pomona, CA 91766
Attn: Gerald B. Tessier, Manager

Each party shall have the right, from time to time, to designate a different address by notice given in conformity with this section.

19.15. VHQ shall, within fifteen (15) days following request therefore, execute and deliver to County (or any prospective lender or purchaser) an estoppel certificate containing such information and certifications as County (or such lender or purchaser) may reasonably request in writing. County shall provide a sample form of such certificate at the time such request is made.

19.16. County reserves the right at all reasonable times and upon reasonable notice to VHQ to enter the Premises to inspect the Premises, post notices of nonresponsibility and to otherwise exercise its rights hereunder (however, no notice shall be required in an emergency).

19.17. County and VHQ, promptly following the mutual execution and delivery of this Lease, shall cause a memorandum of this Lease in such form as is mutually acceptable to County and VHQ to be recorded in the official records of the County.

19.18. Notwithstanding anything in this Lease to the contrary, County's liability to the tenant under this Lease shall be limited solely and exclusively to County's interest in the Premises and no other property of County.All attachments and exhibits to this Lease, as now existing and as the same may from time to time be modified with the mutual approval of the parties hereto, are incorporated herein by this reference. EFFECTIVE DATE

19.19. The effective date of this Lease is the date of recordation of the Grant Deed transferring the property to the County.

SIGNATURES ON FOLLOWING PAGE

Attachment: Developer Lease (2481 : Vail Ranch - Developer Lease)

This Lease has been executed by the parties in multiple original counterparts on this ____ day of _____, 2016.

COUNTY OF RIVERSIDE,
a political subdivision of the State of California

By: _____
John J. Benoit, Chairman
Board of Supervisors

VAIL HEADQUARTERS, LLC,
a California limited liability company

By: _____
Gerald B. Tessier
Its: Manager

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: _____
R. Todd Frahm
Deputy County Counsel

CAO:tg/101816/205FM/18.481

Attachment: Developer Lease (2481 : Vail Ranch - Developer Lease)

EXHIBIT "A"

Property

Attachment: Developer Lease (2481 : Vail Ranch - Developer Lease)

Exhibit A



MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is made and entered into as of the ____ day of _____, 2016, by and between Vail Headquarters, LLC, a California limited liability company, having an address at 281 S. Thomas St., Suite 504, Pomona, California 91766 (hereinafter sometimes referred to as "VHQ" or "Tenant"), and the County of Riverside, a political subdivision of the state of California, having an address at 3403 10th Street, Suite 400, Riverside, California 92501 (hereinafter sometimes referred to as "County" or "Landlord").

RECITALS:

A. Landlord and Tenant are parties to that certain Vail Ranch Historic Site Lease Agreement dated as of the ____ day of _____, 2016 (the "Lease"), in respect of certain premises situated in the City of Temecula, County of Riverside and State of California, and more particularly described on Exhibit A attached hereto and made a part hereof, and commonly known and numbered as the Vail Ranch Headquarters, 32115 through 32127 Temecula Parkway, Temecula, California (the "Premises").

B. Landlord and Tenant desire to enter into this Memorandum of Lease for the purpose of establishing a record of Tenant's leasehold interest and estate in and to the Premises.

AGREEMENTS:

In consideration of the foregoing Recitals and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby confirm the Lease and acknowledge as follows:

1. NAMES AND ADDRESSES OF LANDLORD AND TENANT. The names and addresses of Landlord and Tenant are as set forth in the preamble to this Memorandum of Lease.

2. TERM OF LEASE. The term of the Lease is for a period of sixty-five (65) years commencing the ____ day of _____, 2016.

3. EFFECT OF THIS MEMORANDUM. This Memorandum of Lease is intended solely to establish the Lease and the rights of Tenant in respect of the Premises as matters of public record. Reference is hereby made to the Lease for a complete description of all of the rights, duties, and obligations of the parties in respect of the Premises and the use and the occupancy thereof. In the event of any inconsistency between the terms of the Lease and any provision of this Memorandum of Lease, the provisions of the Lease shall control.

[Remainder of the Page Intentionally Left Blank;
Signature Page Follows.]

Attachment: Memorandum of Lease (2481 : Vail Ranch - Developer Lease)

COUNTY OF RIVERSIDE,
a political subdivision of the State
of California

By: _____
John J. Benoit, Chairman
Board of Supervisors

VAIL HEADQUARTERS, LLC,
a California limited liability company

By: _____
Gerald V. Tessier
Its: Manager

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By:_____
Deputy

(SEAL)

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: _____
R. Todd Frahm
Deputy County Counsel

CAO:ra/101816/205FM/18.482

Attachment: Memorandum of Lease (2481 : Vail Ranch - Developer Lease)

EXHIBIT "A"

Premises

Legal Description

All that certain real property situated in the County of Riverside, State of California, excepting therefrom all buildings and improvements now or hereafter located on said land, described as follows:

Parcel 1:

Parcel G as shown on Lot Line Adjustment No. 4512, as evidenced by document recorded September 16, 2002 as Instrument No. 02-513211 of Official Records, being more particularly described as follows:

Being a portion of Lots 5, 6 and 7 of Tract No. 23172, in the City of Temecula, County of Riverside, State of California, as recorded in Book 251 of Maps, at Pages 94 through 99, inclusive, Records of Riverside County, Ca.

Also being a portion of Property "G" and "H" as shown on Lot Line Adjustment No. 4265, recorded September 6, 2000 as Instrument No. 00-350018, Records of Riverside County, California, described as follows:

Commencing at the Southeasterly corner of Property "G" as shown on Lot Line Adjustment No. 4265, recorded as September 6, 2000 as Instrument No. 00-350018, records of Riverside County, Ca., said point also being on Southerly line of said Tract 23172;

Thence Northeasterly along said Southerly line, North 68°58'51" East, a distance of 86.51 feet to the true point of beginning;
Thence North 22°08'00" West, a distance of 225.65 feet
Thence South 67°52'00" West, a distance of 50.80 feet;
Thence North 22°08'00" West, a distance of 193.64 feet;
Thence South 76°11'38" West, a distance of 349.91 feet;
Thence South 16°37'49" East, a distance of 463.52 feet;
Thence North 68°58'51" East, a distance of 441.55 feet, to the true point of beginning.

Parcel 2:

A perpetual, appurtenant and nonexclusive easement for pedestrian and vehicular ingress and egress and parking over Parcels D, E and H as shown on Notice of Lot Line Adjustment 4265, recorded September 6, 2000 as Instrument No. 2000-350018 of Official Records.

Assessor's Parcel No: 960-010-044-8

Attachment: Memorandum of Lease (2481 : Vail Ranch - Developer Lease)

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:
Economic Development Agency
Real Property Division
3403 10th Street, Suite 400
Riverside, CA 92501

FREE RECORDING
This instrument is for the benefit of
the County of Riverside and is
entitled to be recorded without fee.
(Govt. Code 6103)

CAO:ra/102016/205FM/18.485

Documentary Transfer Tax: $_____
Based on full value of property conveyed

GRANT DEED

For valuable consideration, receipt of which is hereby acknowledged,

VAIL HEADQUARTERS, LLC, A California Limited Liability Corporation ("Grantor") does hereby grant to the COUNTY OF RIVERSIDE, a political subdivision of the State of California ("Grantee"), all that certain real property located in the City of Temecula, County of Riverside, as described in Exhibit "A" attached hereto and incorporated herein, excepting therefrom all buildings and improvements now or hereafter located on said land, which buildings and improvements are and shall remain real property.

Within the time limits referenced in the existing "Developer Lease" between the parties, a Memorandum of which Developer Lease is recording concurrently herewith, but not later than sixty-five (65) years from the recordation of this Grant Deed, the buildings and improvements herein retained by the Grantor shall be quitclaimed by Grantor to Grantee, without expense to Grantee . All such buildings and improvements shall become the property of Grantee at no cost to Grantee upon recordation of such quitclaim deed.

Notwithstanding the foregoing, in the event the property ceases to be operated by Grantor as Lessee under the Developer Lease as a historic site for a period of five (5) years for reasons other than force majeure, either party may terminate the Developer Lease by giving the other party thirty (30) days prior written notice thereof at any time prior to the recommencement of such operation. At the time of such termination, the buildings and improvements shall be quitclaimed by Grantor to Grantee, without expense to Grantee. All such buildings and improvements shall become the property of Grantee at no cost to Grantee upon recordation of such quitclaim deed.

SIGNATURE PROVISIONS FOLLOW

Attachment: Grant Deed (2481 : Vail Ranch - Developer Lease)

Dated: _____

Grantor:

VAIL HEADQUARTERS, LLC,
a California limited liability company

By: _____
Gerald V. Tessier
Its: Manager

Attachment: Grant Deed (2481 : Vail Ranch - Developer Lease)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Riverside)

On Oct. 20, 2016 before me, Candice E. Etter, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Gerald V. Tessier
Name(s) of Signer(s)

,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

CANDICE E. ETTER
Notary Public - California
Riverside County
Commission # 2157758
My Comm. Expires Jun 24, 2020

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Grant Deed Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer — Title(s): _____	☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: _____	Signer Is Representing: _____

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Attachment: Grant Deed (2481 : Vail Ranch - Developer Lease)

EXHIBIT A

Legal Description

All that certain real property situated in the County of Riverside, State of California, excepting therefrom all buildings and improvements now or hereafter located on said land, described as follows:

Parcel 1:

Parcel G as shown on Lot Line Adjustment No. 4512, as evidenced by document recorded September 16, 2002 as Instrument No. 02-513211 of Official Records, being more particularly described as follows:

Being a portion of Lots 5, 6 and 7 of Tract No. 23172, in the City of Temecula, County of Riverside, State of California, as recorded in Book 251 of Maps, at Pages 94 through 99, inclusive, Records of Riverside County, Ca.

Also being a portion of Property "G" and "H" as shown on Lot Line Adjustment No. 4265, recorded September 6, 2000 as Instrument No. 00-350018, Records of Riverside County, California, described as follows:

Commencing at the Southeasterly corner of Property "G" as shown on Lot Line Adjustment No. 4265, recorded as September 6, 2000 as Instrument No. 00-350018, records of Riverside County, Ca., said point also being on Southerly line of said Tract 23172;

Thence Northeasterly along said Southerly line, North 68°58'51" East, a distance of 86.51 feet to the true point of beginning;
Thence North 22°08'00" West, a distance of 225.65 feet
Thence South 67°52'00" West, a distance of 50.80 feet;
Thence North 22°08'00" West, a distance of 193.64 feet;
Thence South 76°11'38" West, a distance of 349.91 feet;
Thence South 16°37'49" East, a distance of 463.52 feet;
Thence North 68°58'51" East, a distance of 441.55 feet, to the true point of beginning.

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A perpetual, appurtenant and nonexclusive easement for pedestrian and vehicular ingress and egress and parking over Parcels D, E and H as shown on Notice of Lot Line Adjustment 4265, recorded September 6, 2000 as Instrument No. 2000-350018 of Official Records.

Assessor's Parcel No: 960-010-044-8

Attachment: Grant Deed (2481 : Vail Ranch - Developer Lease)

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the grant deed dated _____, 2016 from VAIL HEADQUARTERS, LLC, a California limited liability company to the COUNTY OF RIVERSIDE, a political subdivision of the State of California, is hereby accepted by order of the Board of Supervisors on the date below and the grantee consents to the recordation thereof by its duly authorized officer.

Date_____

By: _____
John J. Benoit, Chairman
Board of Supervisors

FORM APPROVED COUNTY COUNSEL
BY: _____ 10/19/16
R. TODD FRAHM DATE

Attachment: Grant Deed (2481 : Vail Ranch - Developer Lease)

Form **8283**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Noncash Charitable Contributions

▶ **Attach to your tax return if you claimed a total deduction of over $500 for all contributed property.**
▶ **Information about Form 8283 and its separate instructions is at *www.irs.gov/form8283.***

OMB No. 1545-0908
Attachment Sequence No. **155**

Name(s) shown on your income tax return: **Vail Headquarters LLC**
Identifying number 83-0472038

Note. Figure the amount of your contribution deduction before completing this form. See your tax return instructions.

Section A. Donated Property of $5,000 or Less and Publicly Traded Securities—List in this section **only** items (or groups of similar items) for which you claimed a deduction of $5,000 or less. Also list publicly traded securities even if the deduction is more than $5,000 (see instructions).

Part I **Information on Donated Property**—If you need more space, attach a statement.

1	(a) Name and address of the donee organization	(b) If donated property is a vehicle (see instructions), check the box. Also enter the vehicle identification number (unless Form 1098-C is attached).	(c) Description of donated property (For a vehicle, enter the year, make, model, and mileage. For securities, enter the company name and the number of shares.)
A	County of Riverside. 3403 10th Street, Suite 400, Riverside, California 92501	☐	4-acre land parcel
B		☐	
C		☐	
D		☐	
E		☐	

Note. If the amount you claimed as a deduction for an item is $500 or less, you do not have to complete columns (e), (f), and (g).

	(d) Date of the contribution	(e) Date acquired by donor (mo., yr.)	(f) How acquired by donor	(g) Donor's cost or adjusted basis	(h) Fair market value (see instructions)	(i) Method used to determine the fair market value
A		Dec 2003	Purchase		$ 3,300,000 00	Appraisal 9/23/16
B						
C						
D						
E						

Part II **Partial Interests and Restricted Use Property**—Complete lines 2a through 2e if you gave less than an entire interest in a property listed in Part I. Complete lines 3a through 3c if conditions were placed on a contribution listed in Part I; also attach the required statement (see instructions).

2a Enter the letter from Part I that identifies the property for which you gave less than an entire interest ▶ _____
If Part II applies to more than one property, attach a separate statement.

b Total amount claimed as a deduction for the property listed in Part I: (1) For this tax year ▶ _____
(2) For any prior tax years ▶ _____

c Name and address of each organization to which any such contribution was made in a prior year (complete only if different from the donee organization above):
Name of charitable organization (donee)

Address (number, street, and room or suite no.)

City or town, state, and ZIP code

d For tangible property, enter the place where the property is located or kept ▶ _____

e Name of any person, other than the donee organization, having actual possession of the property ▶ _____

		Yes	No
3a	Is there a restriction, either temporary or permanent, on the donee's right to use or dispose of the donated property?		
b	Did you give to anyone (other than the donee organization or another organization participating with the donee organization in cooperative fundraising) the right to the income from the donated property or to the possession of the property, including the right to vote donated securities, to acquire the property by purchase or otherwise, or to designate the person having such income, possession, or right to acquire?		
c	Is there a restriction limiting the donated property for a particular use?		

1/3

Transmittal Date 6-7-2016

Attachment: Form 8283 (2481 : Vail Ranch - Developer Lease)

Form 8283 (Rev. 12-2014) Page 2

Name(s) shown on your income tax return: Vail Headquarters LLC

Identifying number: 83-0472038

Section B. Donated Property Over $5,000 (Except Publicly Traded Securities)—Complete this section for one item (or one group of similar items) for which you claimed a deduction of more than $5,000 per item or group (except contributions of publicly traded securities reported in Section A). Provide a separate form for each property donated unless it is part of a group of similar items. An appraisal is generally required for property listed in Section B. See instructions.

Part I Information on Donated Property—To be completed by the taxpayer and/or the appraiser.

4 Check the box that describes the type of property donated:

- a ☐ Art* (contribution of $20,000 or more)
- b ☐ Qualified Conservation Contribution
- c ☐ Equipment
- d ☐ Art* (contribution of less than $20,000)
- e ☑ Other Real Estate
- f ☐ Securities
- g ☐ Collectibles**
- h ☐ Intellectual Property
- i ☐ Vehicles
- j ☐ Other

*Art includes paintings, sculptures, watercolors, prints, drawings, ceramics, antiques, decorative arts, textiles, carpets, silver, rare manuscripts, historical memorabilia, and other similar objects.

**Collectibles include coins, stamps, books, gems, jewelry, sports memorabilia, dolls, etc., but not art as defined above.

Note. In certain cases, you must attach a qualified appraisal of the property. See instructions.

5	(a) Description of donated property (if you need more space, attach a separate statement)	(b) If tangible property was donated, give a brief summary of the overall physical condition of the property at the time of the gift	(c) Appraised fair market value
A	4-ACRE LAND · See Attached Appraisal		3,300,000 00
B			
C			
D			

	(d) Date acquired by donor (mo., yr.)	(e) How acquired by donor	(f) Donor's cost or adjusted basis	(g) For bargain sales, enter amount received	See instructions (h) Amount claimed as a deduction	See instructions (i) Date of contribution
A	Dec 2008	Purchase				
B						
C						
D						

Part II Taxpayer (Donor) Statement—List each item included in Part I above that the appraisal identifies as having a value of $500 or less. See instructions.

I declare that the following item(s) included in Part I above has to the best of my knowledge and belief an appraised value of not more than $500 (per item). Enter identifying letter from Part I and describe the specific item. See instructions. ▶

Signature of taxpayer (donor) ▶ Date ▶

Part III Declaration of Appraiser

I declare that I am not the donor, the donee, a party to the transaction in which the donor acquired the property, employed by, or related to any of the foregoing persons, or married to any person who is related to any of the foregoing persons. And, if regularly used by the donor, donee, or party to the transaction, I performed the majority of my appraisals during my tax year for other persons.

Also, I declare that I perform appraisals on a regular basis; and that because of my qualifications as described in the appraisal, I am qualified to make appraisals of the type of property being valued. I certify that the appraisal fees were not based on a percentage of the appraised property value. Furthermore, I understand that a false or fraudulent overstatement of the property value as described in the qualified appraisal or this Form 8283 may subject me to the penalty under section 6701(a) (aiding and abetting the understatement of tax liability). In addition, I understand that I may be subject to a penalty under section 6695A if I know, or reasonably should know, that my appraisal is to be used in connection with a return or claim for refund and a substantial or gross valuation misstatement results from my appraisal. I affirm that I have not been barred from presenting evidence or testimony by the Office of Professional Responsibility.

Sign Here Signature ▶ Title ▶ EVP / CVO Date ▶ 10-20-16

Business address (including room or suite no.): 4 Venture #235 Irvine CA 92618

Identifying number:

City or town, state, and ZIP code: * See attached Appraisal (116 pages) *

Part IV Donee Acknowledgment—To be completed by the charitable organization.

This charitable organization acknowledges that it is a qualified organization under section 170(c) and that it received the donated property as described in Section B, Part I, above on the following date ▶

Furthermore, this organization affirms that in the event it sells, exchanges, or otherwise disposes of the property described in Section B, Part I (or any portion thereof) within 3 years after the date of receipt, it will file **Form 8282,** Donee Information Return, with the IRS and give the donor a copy of that form. This acknowledgment does not represent agreement with the claimed fair market value.

Does the organization intend to use the property for an unrelated use? . . . . . ▶ ☐ Yes ☐ No

Name of charitable organization (donee)	Employer identification number	
County of Riverside		
Address (number, street, and room or suite no.)	City or town, state, and ZIP code	
3403 10th Street, Suite 400	Riverside, California 92501	
Authorized signature	Title	Date

Form 8283 (Rev. 12-2014)

2/3

Attachment: Form 8283 (2481 : Vail Ranch - Developer Lease)

CURRICULUM VITAE

Steven Charles (Steve) Kerhart CPA, ASA, MAI, CCIM, MRICS, MCR

www.cravaluation.com

Mr. Kerhart is Managing Partner of Continental Realty Advisors (CRA), a full service, multi-office, West Coast consulting valuation firm. Mr. Kerhart is one of less than 100 individuals in the United States that has held (CPA) and presently maintains the ASA, MAI, MRICS (FRICS in process), CCIM, MCR designations. Mr. Kerhart was formerly the Real Estate Chair for the California Society of CPA's (1996/1997), on the Real Estate Advisory Board for California State University at Fullerton (97/98), and on Wachovia's National Valuation Advisory Panel between 1999 and 2002. Prior to forming CRA he was President of CKQ Inc. (1991-1995) and a Senior Analyst in The Real Estate Services Group with a Big 8 Accounting Firm (1986-1990). Mr. Kerhart has prepared and supervised consulting assignments involving most major categories of real estate, going concern, machinery and equipment, and personal property. Mr. Kerhart has appraised and reviewed over $60+ Billion of real property and other assets since 1986. The firm typically completes 600+ appraisals, evaluations, and market studies per year throughout California, Nevada, Arizona and Washington. Most involve valuations and/or consulting for financing, workouts, sale and purchase, litigation support and investment analyses.

Business Philosophy:
Client focused and centered service - providing impartial 'timely, professional, well supported' valuations - and consulting services. The firm's key clients include bankers, insurance companies, attorneys, CPA's, property owners, managers, and developers of real and personal properties and operating concerns.

Areas of Appraisal / Valuation specialization include:
-Apartments / Subdivisions / Master-planned Communities / Facilities Districts (SID's)
-Hotels / Marinas / Resorts / Theaters
-Automotive Dealership / Automalls / Full and Limited Service Carwashes
-Commercial Retail, Office, Medical Office – Industrial, Industrial Parks,
-Land, all types (residential, commercial, industrial, rural)
-Litigation Support / Expert Witness / Testimony
-Tax and Estate Planning Valuations / Fractional / Marketability and Minority Interests
-Market Studies / Feasibility Analysis / Highest and Best Use Studies

Professional Designations (Current / Past) / State Licensing – Market Coverage:

CCIM	Certified Commercial Investment Member-Current
MAI	Member of the Appraisal Institute-Current
CPA	Certified Public Accountant, State of California (1996-2006)
ASA	Accredited Senior Member Urban Real Property-Current
MCR	Masters in Corporate Real Estate, CoreNet Global
MRICS	Accredited Member Royal Institute of Chartered Surveyors-Current
SCREA	Certified General Appraiser – **California**
SCREA	Certified General Appraiser – **Arizona**
SCREA	Certified General Appraiser – **Nevada**
SCREA	Certified General Appraiser – **Washington**

Professional Organizations:
- Member, National and California Association of Realtors
- Candidate for Senior Member/Business Valuation, ASA
- Candidate for CAE designation from the IAAO
- Member of the Institute of Property Taxation (IPT)
- Member Urban Land Institute (ULI)
- Member of the Society of Auditors and Appraisers (SAA)
- Member, American Institute of Certified Public Accountants (AICPA)
- Member, California Society of Certified Public Accountants (CSCPA)

Education / Continuing Education:
- Bachelors of Science: Accounting **and** Economics, Loyola Marymount University, 1982-1986, Los Angeles, CA
- Massachusetts Institute of Technology **(MIT)** - Center for Real Estate, Exec. Dev. Program, 2006-2009, Cambridge, MA. - Typically 150-200 hours per year on CE classes, conferences, seminars.

Personal:
Very happily married to my first love, three wonderful children, enjoy auto racing, skiing, and tennis, 2nd degree black belt, avid reader of technology, futurist, spirituality, business and real estate related books and periodicals.

3/3 LAST

Attachment: Form 8283 (2481 : Vail Ranch - Developer Lease)

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

SUBMITTAL DATE: September 30, 2016

FROM : Riverside University Health System and ECONOMIC DEVELOPMENT AGENCY (EDA):

SUBJECT: Riverside University Health System Emergency Department Modular Swing Space Office – California Environmental Quality Act Exempt, Approval of Project Budget and Approval of Lease Service Agreement with Design Space Modular Buildings, Inc., District 5, [$591,896], RUHS Enterprise Fund 40050 - 100%

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the Riverside University Health System (RUHS) Emergency Department (ED) Modular Swing Space Office (Modular Space) Project, located at 26520 Cactus Avenue, Moreno Valley, California, is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15301, Class 1 Existing Facilities Exemption, Section 15303 (e), Class 3 New Construction or Conversion of Small Structures, Section 15304 (e), Class 4 Minor Alterations to Land, and Section 15061 (b)(3) “Common Sense” Exemption;

2. Approve a project budget of $591,896 for the project, and authorize the use of RUHS Enterprise Fund 40050, including reimbursement to the Economic Development Agency (EDA) for incurred project expenses;

3. Approve the lease service agreement with Design Space Modular Buildings, Inc. (Design Space) of Pasadena, California, for the lease of a modular for office space in the amount not-to-exceed of $180,909;

4. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved by County Counsel to: execute the lease service agreement and amendments with Design Space that do not change the substantive terms of the agreement; and sign amendments to the compensation provisions that do not exceed 10% annually;

5. Delegate project management authority for the project to the Assistant County Executive Officer/EDA in accordance with applicable Board policies, including the authority to utilize consultants on the approved pre-qualified list for services in connection with the project, and are within the approved project budget;

(Continued)

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

RECOMMENDED MOTION: (Continued)

6. Authorize the Purchasing Department to execute the consultant service agreements in accordance with the applicable Board policies; and

7. Recommend the RUHS ED Modular Space Project be added to the Capital Improvement Program Plan list.

Policy

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	$ 567,506	$ 24,390	$ 591,896	$ 0
NET COUNTY COST	$ 0	$ 0	$ 0	$ 0
SOURCE OF FUNDS: RUHS Enterprise Fund 40050 - 100%			**Budget Adjustment:** No	
			For Fiscal Year: 2016/17-2017/18	

C.E.O. RECOMMENDATION: Approved

BACKGROUND:
Summary

On August 23, 2016, Item 3-34, the Board of Supervisors (Board) approved the plans and specifications for the bidding and construction of the RUHS ED Expansion and Remodel project. Commencement of the ED Expansion project will displace RUHS hospital personnel from the hospital during the course of construction. The ED Expansion project requires the Modular Swing Space to be in place before significant work can begin.

Miller Architectural Corporation was selected to design plans for the RUHS modular offices. Riverside County Purchasing (Purchasing) issued a Request for Proposal (RFP) for the lease and fabrication of the modular offices. Two firms responded to the RFP and Design Space was selected as the responsive and responsible bidder. In an effort to allow the ED Expansion project to begin on schedule, EDA issued a Purchase Order for design services in the amount of $3,000 to Design Space; a Sole Source directive has been issued in the amount of $50,000 to commence the fabrication of the modular office space.

(Continued)

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

BACKGROUND:
Summary (Continued)

With certainty, there is no possibility that the project may have a significant effect on the environment. The project, as proposed, is limited to the placement of a temporary modular building at an existing facility on top of a surface parking lot. The use of the parking lot space would be a minor temporary use of land having no permanent effects on the environment. The building would be a temporary accessory structure that would allow for the continued operation of the RUHS Medical Center while the ED Expansion and Remodel is underway. The modular building would not change and would not result in an increase in capacity or intensity of use at the RUHS Medical Center. The project will not result in any specific or general exceptions to the use of the categorical exemption as detailed under State CEQA Guidelines Section 15300.2. The project will not cause an impact to an environmental resource of hazardous or critical concern nor would it include unusual circumstances which could have a potential significant effect on the environment. It would not result in impacts to scenic highways, hazardous waste sites, historic resources, or other sensitive natural environments, or have a cumulative effect to the environment. Therefore, the RUHS ED Modular Space project is exempt as the project meets the scope and intent of the Common Sense Exemption identified in Section 15061 (b)(3), the Class 1 Categorical Exemption identified in Section 15301, and the Class 3 Categorical Exemption identified in Section 15303 (e), and Class 4 Categorical Exemption identified in Section 15304 (e).

Impact on Citizens and Businesses

Significant progress on the RUHS ED Expansion project cannot be achieved until the modular offices are in place and functional. Staff within the hospital must be relocated to new temporary modular offices in order for the multi-phased RUHS ED Expansion project to proceed as scheduled and help expedite the project.

Additional Fiscal Information

(Commences on Page 4)

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

Additional Fiscal Information

The approximate allocation of the project budget is as follows:

PROJECT BUDGET LINE ITEMS	BUDGET CATEGORY	PROJECT BUDGET AMOUNT
Architectural Design	1	15,750
Construction Management	2	5,000
Utility Infrastructure	3	174,903
Lease Agreement for Modular	4	0
Portable Installation	4a	134,983
Portable Tear Down	4b	13,622
Portable Lease Cost – 12 Months	4c	32,304
Project Management	5	15,984
Fixtures, Furnishings, Equipment	6	112,000
Other Soft Costs / Specialty Consultants	7	18,500
Project Contingency	8	53,850
Information Technology	9	15,000
Project Budget		**$ 591,896**

The cost for design and fabrication of the modular are not included within the lease agreement; purchase orders have been issued separately for the services. Expenditures for FY 2016/17 are estimated at $567,506 which includes the one time delivery costs and eight months of the lease for the modular; expenditures for FY 2017/18 are estimated at $24,390 which includes the onetime return fees and four remaining months of the lease. Costs will be 100% funded through the RUHS Enterprise Fund 40050, therefore no departmental budget adjustment is required at this time.

Attachment:

Sole Source with Design Space Modular Buildings, Inc.
Lease Agreement with Design Space Modular Buildings, Inc.

COUNTY OF RIVERSIDE
EDA
ECONOMIC DEVELOPMENT AGENCY

Date:	September 29, 2016
From:	Vincent Coffeen, Assistant Director
To:	Purchasing Agent – Joe Angelone, PCS
Via:	Project Management Office
Subject:	Sole Source Procurement - Request for Modular Trailer Offices to provide Swing Space for the RUHS Emergency Department Expansion Remodel Project
Project Number:	FM08430008125

The below information is provided in support of my Department requesting approval for a sole source. (*Outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself justification for sole source.*)

1. **Supplier being requested:** Design Space Modular Buildings, Inc.

2. **Vendor ID:** 0000117462

3. **Supply/Service being requested:** Manufacture and installation of modular offices for installation in the parking lot adjacent to the RUHS Emergency Department.

4. **Alternative suppliers that can or might be able to provide supply/service and extent of market search conducted:** Atlas Performance Industries

5. **Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide:** Time is of the essence. The RUHS Emergency Department Modular Swing Space Office project is essential to the delivery of the Emergency Department Expansion project which cannot commence until the modular trailer offices are installed and operational. Design Space Modular can deliver in 45-60 days whereas Atlas Performance requires 120 days.

6. **Reasons why my department requires these unique features and what benefit will accrue to the county:** The RUHS Emergency Department Expansion project will be delayed significantly unless Design Space Modular is used. Delaying the renovation and expansion of the Emergency Department project will greatly impact the urgent care available to county citizens.

7. **Period of Performance:** From: 45 to 60 days
   (Total number of years= 0.33)

Is this an annually renewable contract?	■ No	☐ Yes
Is this a fixed-term agreement:	■ No	☐ Yes

(A fixed- term agreement is set for a specific amount of time; it is not renewed annually. Ensure fixed-term agreements include a cancellation, non-appropriation of funds, or refund clause. If there is no clause(s) to that effect, than the agreement must be submitted to the Board for approval.)

Attachment: 008125_D2 - Sole Source_RUHS Modular Office Space_Signed by EDA and Co Purch_093016 (2578 : RUHS ED Modular Swing

COUNTY OF RIVERSIDE
EDA
ECONOMIC DEVELOPMENT AGENCY

8. **Identify all costs for this requested purchase.** *If approval is for multiple years, ongoing costs must be identified below. If annual increases apply to ongoing costs such as CPI or other contract increases, provide the estimated annual cost for each consecutive year. If the annual increase may exceed the Purchasing Agent's authority, Board approval must be obtained. (Note: ongoing costs may include but are not limited to subscriptions, licenses, maintenance, support, etc.)*

DESCRIPTION:	FY 16/17	FY 17/18	Total
One-time Costs:			
New Custom Modular Building Modification; Ramps and Landings	50,000	0	50,000
Ongoing Costs:			
N/A	0	0	0
Service:			
N/A	0	0	0
Total Costs:	**50,000**	**0**	**50,000**

Note: Insert additional rows as needed

9. **Price Reasonableness:** An RFP was developed and distributed by County Purchasing and Design Space was the lowest, responsive bid.

10. **Projected Board of Supervisor Date (if applicable):** 10/25/2016

Attachment: 008125_D2 - Sole Source_RUHS Modular Office Space_Signed by EDA and Co Purch_093016 (2578 : RUHS ED Modular Swing

COUNTY OF RIVERSIDE
EDA
ECONOMIC DEVELOPMENT AGENCY

Department Head Signature
(Or designee)

Jeffrey Van Wagenen, Managing Director
Print Name

9.30.16
Date

Purchasing Department Comments:

Approve

Approve with Condition/s

Disapprove

Not to exceed: $ 50,000.00

One time

Annual Amount through 11/16/16
(Date)

Purchasing Agent

9/30/16
Date

17-110
Approval Number
(Reference on Purchasing Documents)

List Attachments:

N/A

BOS DATE 10/25/16

Attachment: 008125_D2 - Sole Source_RUHS Modular Office Space_Signed by EDA and Co Purch_093016 (2578 : RUHS ED Modular Swing

DesignSpace MODULAR BUILDINGS
From Vision to Reality | On Time and On Budget

LEASE AGREEMENT NO: F003917

CUSTOMER NUMBER: _____

CUSTOMER PO/REF. NUMBER: _____

RETURN EQUIPMENT TO DSMBI:
10631 Banana Ave.
Fontana, CA 92337
Phone: 909-349-2800

Equipment Located At	Contact Info:	
R.U.S.H. Office	Name:	Chuck Waltman
26520 Cactus Ave	Phone:	**951.955.4897**
Riverside, CA. 92555	E-mail:	CWaltman@rivcoeda.org
Riverside County 8% tax rate		

DESIGN SPACE MODULAR BUILDINGS, INC. (DSMBI) hereby leases the equipment specified below (the "Equipment") to:

Lessee Name (Customer) & Address
County of Riverside Purchasing and Fleet Services Dept. 2980 Washington St Riverside, CA. 92504

Customer hereby leases Equipment from DSMBI for a minimum period of 12 months (the "Minimum Lease Period") from the start of the lease term in accordance with the terms and conditions of this Lease Agreement including the terms and conditions set forth on the attached page (this "Lease"). Rental month is defined as a thirty-day period. Customer agrees to pay DSMBI without demand and in advance the monthly rental and other charges on the due dates set forth in this Lease. The anticipated delivery date for the Equipment, subject to Section 3(c) on the attached page, will be on or about the 7th day of December, 2016.

Unit No.	Serial No.	Width	Length	Monthly	Weekly	Daily	Insurance Value
TBD	TBD	72	60	$2,692	$897.34	$179.47	$251,944
				Monthly	**Weekly**	**Daily**	
Renewal Option 1 (12-24 months) (Taxable)*				$2,908.34	$969.45	$193.89	**Buyout after 36 mo.**
Renewal Option 2 (24-36 months) (Taxable)*				$3,053.71	$1,017.91	$203.59	$235,148

ONE TIME CHARGES	AMOUNT	MONTHLY CHARGES	AMOUNT
Billed At Time Of Delivery		BUILDING *	$2,692
• DELIVERY (405)	$11,250	ADDITIONAL LEASE COSTS	0
• BLOCK AND LEVEL/SET-UP	$29,381	OTHER -	0
• ANCHORS * Qty: 28	$2,106.49	INSURANCE WAIVER @ 1.00/day per floor	0
• SKIRTING * Ft: 264	$3,972.23		0
• MODIFICATIONS: MATERIAL*	$54,000		0
• RAMP & LANDING: MATERIAL*	$29,385		0
• RAMP DELIVERY & SET-UP:	$4,889		0
			0
Billed At Time Of Return			0
• RAMP TEAR DOWN & RETURN	$4,264		0
• RETURN DELIVERY	$2,243	***TAXABLE ITEMS**	0
• UNBLOCK/TEARDOWN	$5,425	**TOTAL MONTHLY** (Excl Tax)	$2,692.00
• ANCHOR & SKIRT REMOVAL	$1,690	**DOH/DMV/PPT Tax***	$78.18

'**' Billed at current rate at Termination

Advance Payments	Description of Charges / Payment to be Applied	Amount
Applied to 1st Invoice(s)		
Applied to Final Invoice(s)		

No agent, employee or representative of DSMBI has any authority to make any representation or warranty concerning the Equipment that is not specifically included in this Lease. Unless specifically identified in this Lease, this Lease supersedes all prior negotiations, proposals and documents. This Lease will not be subject to any additional provision that may be contained in the Customer's purchase order, although the parties may use Customer's purchase order number as a convenient reference for invoicing purposes. Steps not returned are billed at $687.00/each. Keys not returned are billed at $50.00/each.

Signed by duly authorized agents, with the intent to be legally bound, this _____day of _____, 2016.

By: _____ **By:** _____
DESIGN SPACE MODULAR BUILDINGS INC. CUSTOMER OR AUTHORIZED AGENT

Name: **Mike Forrest** **Name:** _____
SALES REPRESENTATIVE (Please Print)

Attachment: 008125_Design Space Lease Agreement for RUHS Modular Office Space_100416 (2578 : RUHS ED Modular Swing Space Office -

TERMS AND CONDITIONS OF LEASE AGREEMENT

1. LEASE

This transaction is a lease and not a sale. Customer does not acquire through this Lease or by payment of rental under this Lea any right, title or interest in or to the Equipment, except the right to possess and use the Equipment so long as Customer is not default under this Lease.

2. RENTAL AND OTHER PAYMENTS

(a) The start of the lease term is the date on which DSMBI substantially completes its scope of work for installation, unless otherwi agreed to among the parties. Monthly rental will accrue through and including the month in which the later of the Return Date End of the Term occurs. The "Return Date" is the date on which the Equipment is returned to DSMBI in accordance with t terms of this Lease. The "End of the Term" is the date on which the term of this Lease is to expire either originally, unde renewal term or under month-to month renewals as contemplated by this Lease, Rental and such other charges will be prorat on a daily basis where necessary. Unless other wise specified in this Lease, charges for delivery and installation, initial mont rent and any applicable initial charges as outlined on the front of this agreement will be due and payable at the start of the lea term, and charges for teardown and return will be due and payable at the earlier of the Return Date or the End of Term. Af payment of the initial month's rent, each month's rent thereafter is due and payable without demand and in advance (i) at the e of each thirty (30) day period following the commencement of the lease term, if a rental month is defined on the first page of t Lease as a thirty-day period or (ii) on the first of each month immediately following the month in which this lease commences, i rental month is defined on the first page of this Lease as a calendar month. All other sums payable by Customer under t Lease are due and payable when invoiced. Unless agreed otherwise, all payments made under this Lease will be made Customer's check drawn on its regular bank checking account or such other form of payment as is acceptable to DSMBI. payments by Customer will be made without setoff or deduction of any kind.

(b) Customer will pay DSMBI for any and all sales and use taxes, other direct taxes and registration fees imposed by any ci county, state, or federal government or other taxing authorities and related directly or indirectly to the Equipment or its us excluding federal or state taxes relating to income (all of the foregoing that Customer is to pay, "Taxes"). Taxes may be allocat by DSMBI on either an individual or prorated basis for any item of Equipment based on purchase price, value, possession, us location, rentals, delivery or operation of such Equipment. Taxes may include an allocation on a statewide basis of loca imposed taxes. Customer's obligations under this Subsection will survive the termination of this Lease.

(c) For Customer's convenience, DSMBI intends to issue invoices for amounts due under this Lease. If Customer fails to pay a amount due within twenty (20) days of the due date, DSMBI may impose a charge on such amount at one and one-half perce (1-1/2%) per month or the highest rate permitted by law, whichever is lower, from the due date until payment in full is received DSMBI.

3. Delivery and Installation

(a) Customer will provide free and clear access for delivery of the Equipment by standard mobile transport vehicles. Customer v be solely responsible, at its cost, for preparation of the site on which the Equipment is to be use (the "Site"), including a required structural or grade alterations and identification of utility lines. Customer will provide firm and level ground on no mo than six-inch (6") slope from one end to the other for safe and unobstructed installation for the Equipment. Site election is t sole responsibility of Customer. **DSMBI ASSUMES NO LIABILITY OR OFFERS ANY WARRANTY FOR THE FITNESS FO ADEQUACY OF THE UTILITIES AVAILABLE AT THE SITE.**

(b) Customer will have sole responsibility, at Customer's cost, to obtain any and all licenses, titles, building and other permits a any other approvals and certificates as may be required by law or otherwise for the installation and placement of the Equipme and Customer's lawful operation, possession or occupancy of the Equipment, Customer agrees that all certificates of title registration applicable to the Equipment will reflect DSMBI's ownership of the Equipment.

(c) DSMBI's delivery of the Equipment is subject to delays in manufacturing, modification, delivery or installation due to fire, floo windstorm, riot, civil disobedience, strike or other labor actions, acts of God, or any circumstances beyond DSMBI's cont (including but not limited to breaches by DSMBI's sub-contractors or manufacturers) which delay the manufacture or modificati of products or the making of deliveries in the normal course of business.

(d) The prices for delivery, installation, teardown, return delivery and other "one-time" charges, the due dates of such charges a the start date of this Lease assume accuracy of the information given to DSMBI with respect to site conditions and locations a are subject to adjustment to the extent that the timing of or physical nature of access to the Site is or becomes limited, the S does not have adequate load bearing or topographic qualities or is otherwise not properly prepared, utilities are not correc located, provision of utilities is not timely or applicable licenses or permits are not provided in a timely manner or Custom otherwise delays completion of DSMBI's scope of work.

4. Maintenance of Equipment

(a) Customer will not move or in any way modify the Equipment without written consent of DSMBI. Notwithstanding DSME consent to Customer's modification of the Equipment, Customer is liable for the cost of the removal of such modification restoration of the Equipment upon the termination of this Lease for the modified Equipment. DSMBI may place its name on t Equipment, and Customer will assure that such name is not removed or concealed in whole or in part.

(b) Customer, at Customer's sole cost, will keep the Equipment at all times until the Return Date in good repair and operati condition, return it in the same condition it was delivered subject to ordinary wear and tear, and free of any and all liens a encumbrances. DSMBI will have the right to inspect the Equipment from time to time until the Return Date and if DSMBI believ the Equipment to be misused, abused or neglected, DSMBI may summarily remove and repossess the Equipment at Custome cost.

(c) DSMBI will warrant the structural integrity of the building(s) and any defect not caused by excessive wear and tear during t lease term, including damage caused by extreme wear from the environment where the customer locates the equipme However, the Customer will be responsible for normal maintenance such as changing HVAC filters, light bulbs, janitorial servic and other minor repairs. DSMBI will be provided reasonable notice and time to correct defects.

Attachment: 008125_Design Space Lease Agreement for RUHS Modular Office Space_100416 (2578 : RUHS ED Modular Swing Space Office -

(d) Customer will perform, execute and comply with all Laws, which in any way affect the use, operation, maintenance, or storage of the Equipment. "Laws" means all laws, rules, regulations or orders of any governmental agency or instrumentality of the United States, Canada, any state province, municipality or other local government and all orders, writs and decrees of any court, tribu or administrative agency, in any case which now exist or hereafter arise (including but not limited to laws governing Hazardo Substances and other environmental risks and the Americans with Disabilities Act). Customer will not make or permit a unlawful use or handling of the Equipment.

(e) HAZARDOUS SUBSTANCES. (i) "Hazardous Substances" means hazardous, toxic, radioactive or bio-hazardous substances petroleum products. (ii) Customer will not use or store Hazardous Substances in the Equipment, except such substances and such quantities as would be normal in the operation of a commercial office. Customer will not locate the Equipment at remediation or nuclear site or use the Equipment for medical laboratory testing. (iii) Ordinary wear and tear does not inclu contamination by Hazardous Substances. If any returned Equipment is found to have been contaminated by Hazardo Substance during Customer's possession, DSMBI may charge Customer for the clean up or may require Customer to purcha the Equipment at the then current market price charged for an uncontaminated unit.

(f) Customer agrees that any person other than Customer or its agents, employees or invitees will not occupy the Equipment leas hereunder. The Equipment will not be used for residential or dormitory purposes.

5. NO WARRANTY FOR MERCHANTABILITY OR FITINESS

THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, AND ALL WARRANTIES OF ANY KIND, INCLUDING AI EXPRESSED OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE, ARE HEREBY EXCLUDED BO AS TO THE EQUIPMENT AND AS TO ANY INSTALLATION, MAINTENANCE OR REPAIR WORK PERFORMED BY DSMBI C THE EQUIPMENT.

6. Limitation of Damages

Customer does hereby expressly waive any and all claims and demands for loss of profits or other alleged consequential, inciden or punitive damages arising out of or in connection with this Lease. DSMBI is not liable for any loss or damage to any prope stored, located or transported in, upon, under or around any Equipment and Customer does hereby waive any and all claims a demands for any such loss or damage.

7. End of Lease

(a) Unless specified otherwise, Customer must give DSMBI sixty (60) day's prior written notice of the date on which the Equipmen to be returned.

(b) If Customer, without any further written agreement, continues to possess or occupy the Equipment after the expiration of t initial and any renewal term of Lease, with or without consent of DSMBI, Customer will then be deemed to have renewed t Lease on a month-to month basis subject to such rate as DSMBI declares to be in effect (and in the absence of such declarati at the last monthly rate applicable to the Equipment), and DSMBI may terminate such month-to month extensions at any time.

(c) If, at any time after the initial or any renewal term (or at DSMBI's request at any time this Lease is on a month-to month basi DSMBI requests the return of the Equipment, Customer will return the Equipment to DSMBI, within five (5) days, at DSME designated address, at Customer's sole cost. Additional charges will apply if DSMBI must return the building and the buildin path of removal is blocked, obstructed, utilities are not disconnected, require equipment beyond a truck, or impaired in any wa Missing accessories, attachments or other items, repairs of any kind and restoration to original specifications whether due Customer alterations or otherwise will remain the sole responsibility of Customer, normal wear and tear excepted.

(d) Customer may terminate this Lease prior to the expiration of the Minimum Lease Period, subject to all terms and conditions this Lease, and the Customer will pay (in addition to tear-down and return charges) the following termination charges:

i) If Customer is the first user of the Equipment: the remaining unpaid rental charges for the Minimum Lease Period;

ii) If Customer is not the first user: The lesser of the remaining term or, (A) if the Minimum Lease Period ("MLP") is less th three (3) rental months, four (4) times the Adjusted Weekly Lease charge ("AWLC"); if the MLP is between three (3) ren months and six (6) rental months, inclusive, eight (8) times the AWLC; if the MLP is more than six (6) rental months but o (1) year or less, twelve (12) times the AWLC; if the MLP exceeds one (1) year, fourteen (14) times the AWLC for each ye or portion thereof, of the portion of the MLP cancelled.

iii) The "Adjusted Weekly Lease Charge" or "AWLC" means the Weekly Lease Charge less that portion representi amortization of any delivery, set-up, teardown, return or similar one-time charges and customer-requested modifications r provided as a separate charge under the terms of this Lease (the "Amortized One-Time Costs"). In addition to t termination charges outlined above, Customer will pay in full the unpaid Amortized One-Time Costs and rental for ancilla equipment such as steps, decks, and ramps. In no case will the termination charges be in excess of the rental charge for t remainder of MLP.

8. Indemnification

Customer hereby specifically indemnifies, agrees to defend and holds harmless DSMBI, its employees and agents from any and loss, claims, liabilities, damages, fines, forfeitures, seizures, penalties and expenses (including attorneys' fees and investigative cos (collectively "Losses") that may arise from or in connection with:

(a) The loss of or damage to the Equipment prior to the Return Date because of collision, fire, lightning or theft, flood, windstorm explosion, civil disturbance or riot or any other peril or casualty;

(b) The death of or injury to, including but not limited to, damage to the property of, any person (other than the Equipment) as result of, in whole or in part, the use or condition prior to the Return Date of the Equipment;

(c) Any act or omission of Customer in violations of this Lease;

(d) The actual or alleged storage maintenance, use, handling, repair, or operation of the Equipment, prior to the Return Da including but not limited to any failure to use anchor straps, any work done on, or any materials supplied to or in connection w operation, maintenance, possession or storage of the Equipment and any loss or damage to anything stored in any of t Equipment; and

(e) Any damage to Customer's property or the property of any third parties incurred during or in connection with the fulfillment Customer's obligations by or on behalf of DSMBI or the repossession or return of Equipment by DSMBI in accordance with t terms of this Lease.

The obligations contained in this Section 8 will survive expiration or termination of the term of this Lease and the Return Date. T indemnifications contained in this Section 8 will apply to Losses whether they are asserted before or after the Return Date.

Attachment: 008125_Design Space Lease Agreement for RUHS Modular Office Space_100416 (2578 : RUHS ED Modular Swing Space Office -

9. Insurance

(a) Customer, at Customer's sole cost, will procure and keep in full force and effect, from the initial delivery date until the return of all Equipment the following policies of insurance satisfactory to DSMBI as to the insurer and as to the form and amount of coverag with premiums prepaid:

i) Commercial General Liability Insurance with a minimum combined single limit of $1,000,000 per occurrence, written on occurrence form, including coverage for premises, operations, contractual liability, broad form property damage, independe contractors and personal injury liability naming DSMBI as an additional insured.

ii) Commercial Property Insurance protecting against all loss and damages, at full replacement cost, sustained or suffered d to the loss of or damage to the Equipment as a result of collision, fire, lightning, theft, flood, windstorm, explosion or a other casualty, naming DSMBI as a loss payee, with a maximum deductible of $500.

(b) Customer will deliver certificates evidencing all such insurance to DSMBI within fourteen (14) days after delivery of t Equipment to Customer's site, time being of the essence; except that, if Customer elects to enroll in the Damage Waiver Optic Customer will not have to deliver certificates of insurance to DSMBI for the type of risks covered by the Damage Waiver Opti as elected by Customer. Each certificate will state that such insurance will not terminate or be materially changed without thi (30) days' prior written notice to DSMBI.

(c) If Customer fails to deliver the insurance certificate as required by paragraph (b) on the date required, Customer will be in defa under this Lease. In addition to all the other remedies for default under this Lease, DSMBI may (i) impose upon Customer a or time fee for insurance processing of One Hundred Dollars ($100) and (ii) assess as additional rent an uninsured lessee fee of t percent (10%) of the monthly rental from the start of the lease term until the required insurance certificate is delivered to DSMB

(d) Obtaining insurance as described above will not affect Customer's obligations and indemnities under this Lease, and the los damage to, or destruction of any of the Equipment will neither terminate this Lease nor, except to the extent that DSMBI actually compensated by insurance paid for by Customer, relieve Customer of any of Customer's liability under this Lease.

10. Damage Liability Waiver

(a) In certain circumstances, Customer may choose to accept a Damage Waiver Option to cover damage to the Equipment (t "Damage Waiver Option"). If the Damage Waiver Option is available and Customer, in writing prior to delivery of the Equipment the site, elects to enroll in the Damage Waiver Option, then, Section 10(b) will apply.

(b) If the Damage Waiver Option is properly elected and so long as Customer timely pays the additional fee specified for su Damage Waiver Option, Customer will not be required, under the terms of this Lease, to carry any additional commercial prope insurance as required by Section 9(a) (ii) and Customer will not be liable to DSMBI in excess of $500 per unit of Equipment loss or damage specified in Section 8(a), except customer will not be relieved of liability if Customer violates any other provisi of this Lease or if damage results from theft, vandalism, negligence, misuse or abuse. **THE DAMAGE WAIVER IS N INSURANCE COVERAGE.**

(c) Either party may cancel customer's acceptance of the Damage Waiver Option, or fees for the Damage Waiver Option may changed upon thirty (30) days prior written notice. If the Damage Waiver Option is, for any reason, cancelled, Customer provide to DSMBI evidence of policies of insurance as set forth in Section 9 (a) (ii), as appropriate, within ten (10) days prior the effective date of such cancellation.

(d) The limitation of liability under the Damage Waiver Option does not extend to the transportation of Equipment or its contents, to steps, decks and ramps and, only extends to Equipment installed on ground level with properly installed tie-down anchors.

(e) The Damage Waiver Option will not be binding upon DSMBI unless any loss, damage, injury or claim is reported to DSMBI writing within seventy-two (72) hours of the occurrence of any such event. Customer will also provide any information in rega to such event that DSMBI reasonably requests.

11. Default

(a) The occurrence of one or more of the following in clauses (a)-(e) below will constitute an Event of Default under this Lease:

(b) Customer fails to pay when due any rental payment or any other payment due under this Lease or fails to perform its obligatio under Section 9 of this Lease:

(c) Customer fails to perform or observe any other term or condition under this Lease and such failure remains unremedied for mo than ten (10) days after such failure to perform or observe;

(d) Customer or any person or entity which controls more than fifty percent (50%) of Customer's equity (a "Control Person") or a guarantor of any of Customer's obligations hereunder (a"Guarantor") (i) becomes insolvent, (ii) becomes subject to any volunta or involuntary bankruptcy or reorganization proceedings, (iii) commits an act or bankruptcy, (iv) admits in writing its inability to p its debts as they become due or (vii) enters into any type of voluntary or involuntary liquidation or dissolution;

(e) Customer, any Control Person or any Guarantor defaults under any other agreement with DSMBI or any affiliate of DSMBI; and

(f) Any letter of credit, guaranty or other security given to secure the performance of Customer's obligations under this Lea expires, terminates or in the reasonable opinion of DSMBI becomes worthless.

Upon the occurrence of an Event of Default, DSMBI will have the option to declare the entire balance of rent for the remainder of t stated lease term immediately due and payable and to accelerate and make immediately due and payable any other amounts owi under this Lease. DSMBI will also have the option to retake and retain any or all of the Equipment free of all rights of Custom without any further liability or obligation to redeliver any of the Equipment to Customer, and Customer hereby grants DSMBI the rig to enter upon any premises where all or any of the Equipment is located in order to take possession of and remove such Equipme (Notwithstanding the foregoing, if an Event of Default occurs under clause (c) above, such accelerations will occur automatica without the need for declaration.) Customer will pay to DSMBI's on demand all fees; costs and expenses incurred by DSMBI enforcing its all other remedies provided in the Lease or exist in at law or in equity. No action taken by DSMBI pursuant to t Section 11 or Section 13 will release Customer from Customer's covenants, obligations and indemnities provided under this Lea including but not limited to Customer's obligation for the payment of rentals provided in the Lease. If DSMBI retakes possession the Equipment or any part of the Equipment and there is at the time of such retaking, in upon or attached to such repossess Equipment, any other property, goods or things of value owned by Customer or in the custody or control of Customer, DSMBI authorized to take possession of such other property, goods or things and hold the same for Customer, at Customer's sole cost, eith in DSMBI's possession or in public storage, at DSMBI's sole discretion.

Attachment: 008125_Design Space Lease Agreement for RUHS Modular Office Space_100416 (2578 : RUHS ED Modular Swing Space Office -

12. DSMBI's RIGHT TO CURE

If Customer defaults in any of its obligations under this Lease, whether or not an Event of Default then exists, DSMBI may pay all amounts or perform or cause to be performed all obligations required to be paid or performed by Customer under this Lease a recover from Customer as additional rent all amounts so paid or the reasonable value of all services so performed.

13. Set-Off

Without limiting any other provision of this Lease, upon the occurrence of an Event of Default, DSMBI will have the immediate rig without notice, demand or other action, to set-off against Customer any amounts DSMBI may hold as prepayments or deposits DSMBI liabilities to Customer whether or not then due to Customer. Unless otherwise prohibited by law, DSMBI will be deemed have exercised such right to set-off and to have made a charge against any such sums immediately upon the occurrence of a Event of Default by Customer.

14. Assignment, Amendment, Modification, Miscellaneous

(a) Customer will not have the right to assign this Lease or to sublet, rent or otherwise hire out or transfer possession of any of t Equipment to any person or entity other than DSMBI, without the prior written consent of DSMBI. DSMBI may assign this Lea and the rentals reserved under this Lease. If DSMBI makes such an assignment, the assignee will acquire all rights a remedies possessed by or available to DSMBI under this Lease.

(b) (b) This Lease contains the entire agreement between the parties pertaining to the subject matter of this Lease. No agreemen representations or understandings not specifically contained in this Lease will be binding upon any of the parties hereto unle reduced to writing and signed by the parties to be bound thereby. Any amendment, modification or addendum to this Lease v not be binding on DSMBI unless signed by an authorized officer of DSMBI. This Lease will be governed as to its constructi interpretation and effect by the laws of the *State of California* without regard to principles of choice of laws.

(c) (c) In the event of any legal action or other proceeding between the parties regarding this Agreement, the prevailing party sh be entitled to the payment by the losing party of its reasonable attorneys' fees, court costs and litigation expenses, as determin by the court.

Attachment: 008125_Design Space Lease Agreement for RUHS Modular Office Space_100416 (2578 : RUHS ED Modular Swing Space Office -

DesignSpace MODULAR BUILDINGS
From Vision to Reality | On Time and On Budget

CONTRACT INSURANCE REQUIREMENTS FOR MOBILE/MODULAR BUILDINGS

RE: Unit #:_____ **Serial #:**_____ **Insurance Valuation: $**_____

(Section 9 of Lease Agreement)

COMMERCIAL GENERAL LIABILITY:	$1,000,000 per occurrence for bodily injury and $1,000,000 per occurrence for property damage Or combined single limit of $1,000,000 DESIGN SPACE MODULAR BUILDINGS must be listed as "ADDITIONAL INSURED"
COMMERCIAL PROPERTY:	Special or Broad Form to include ALL LEASED UNITS, $500 maximum deductible (Flood insurance required for Units located on a Flood Plain) DESIGN SPACE MODULAR BUILDINGS must be listed as "LOSS PAYEE"
CANCELLATION NOTICE:	30 days written notice

Design Space Modular Buildings will waive the contractual requirement that you provide property insurance that protects Desi Space Modular Buildings and will waive certain liabilities to Design Space Modular Buildings as outlined below.

Daily Rate: Waiver for Damage to Building $ 1.00/day/unit

Note: WAIVERS ARE NOT INSURANCE COVERAGE - The waivers do not relieve you of any liabilities to parties other than Design Spa Modular Buildings and, as set forth below, certain liabilities to Design Space Modular Buildings are not waived.

What is Waived:

Liability: There is no waiver available for General Liability. Please refer to your obligation under Section 9 of the lease agreement and summarized above for the insurance requirements for General Liability coverage.

Damage Waiver: We waive (a) your obligation under the lease agreement to carry commercial property insurance and (b) your liability to for repair or replacement of the building structure for loss or damage resulting from fire, lightning, flood, windstorm, or explosion. You v remain liable to us for the first $500 of damage per unit. Except, customer will not be relieved of liability if Customer violates any other provisi of this Lease or if damage results from theft, vandalism, negligence, misuse or abuse.

If you want to accept the property waiver complete item 1 and 2. If you elect no waiver, complete item 2.

1. _____YES, I (the Lessee) want to take advantage of the Damage Waiver option as outlined above.

Please bill me for the quoted rate which will appear on my monthly invoice. The waiver is subject to cancellation and the other terr and conditions set forth in the lease agreement.

2. _____I (the Lessee) have Insurance in accordance with Section 9 of the lease agreement with respect to any category not waived. **I v deliver a certificate of Insurance to DSMB WITHIN 14 DAYS OF EQUIPMENT DELIVERY as required by Section 9 of the lea agreement**. DSMB has provided the 14 day grace period as a convenience to customers. I understand that time is of the essence and that do not deliver the certificate of insurance within the grace period, I will be in default under the lease agreement and DSMB at its option ma among other actions, impose a one-time fee for processing of up to One Hundred Dollars ($100) and may assess as additional rent uninsured lessee fee of ten percent (10%) of the monthly rental from the start of the lease term until the required insurance certificate delivered to DSMB.

INSURANCE COMPANY: _____ **AGENT NAME:** _____

INSURANCE COMPANY ADDRESS: _____

AGENT PHONE NO. : _____ **AGENT FAX NO**.: _____

ACKNOWLEDGEMENT

_____ _____ _____

SIGNATURE OF LESSEE OR AUTHORIZED AGENT **PRINT NAME** **DATE**

NOTE: In the absence of a response within 14 days of the date of this correspondence the terms outlined under item 2 will apply

Mail All Certificates To: Design Space Modular Buildings
10631 Banana Avenue
Fontana, CA 92337

E-Mail Certificates To: Ar101@DesignSpaceMod.com

Attachment: 008125_Design Space Lease Agreement for RUHS Modular Office Space_100416 (2578 : RUHS ED Modular Swing Space Office -

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

SUBMITTAL DATE:
October 12, 2016

FROM : ECONOMIC DEVELOPMENT AGENCY (EDA):

SUBJECT: Approve and execute the Agreement with GI Endurant, LLC for the Southwest Justice Center (SWJC) Cogeneration Plant maintenance without seeking competitive bids for five years. [District 3], [Total Cost $1,366,860], [$273,372 annually]; 100% EDA Energy

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and execute the Agreement with GI Endurant, LLC for Plant maintenance for $273,372 annually, and option to renew for four more years; and authorize the Chairman of the Board to execute the agreement on behalf of the county; and

2. Authorize Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved by County Counsel to sign amendments that do not change the substantive terms of the Agreement; and sign amendments to the compensation provisions that do not exceed 10% annually.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	$ 182,248	$ 273,372	$ 1,366,860	$ 273,372
NET COUNTY COST	$ 182,248	$ 273,372	$ 1,366,860	$ 273,372
SOURCE OF FUNDS: EDA Energy 100%			**Budget Adjustment:** None	
			For Fiscal Year: 2016/17-21/22	

C.E.O. RECOMMENDATION: [CEO use]

BACKGROUND:
Summary

On December 6, 2011, the Board of Supervisors approved the agreement with GI Endurant equipment services at the cogeneration plant at SWJC. The combination of a redesigned cogeneration plant and a highly qualified maintenance company has resulted in many benefits to the County. A recent in-depth analysis of the actual savings from the SWJC cogeneration plant revealed an annual cost savings of $877,000. The annual costs of maintenance by GI Endurant were included in this analysis.

These savings are made possible by implementing a number of energy savings measures afforded by the cogeneration plant. First, the natural gas engines that are the heart of the plant

generate over 550,000 kilowatt hours of electricity every month. Since the County purchases the natural gas commodity in bulk from the State Department of General services at a highly reduced rate, the electricity produced is lower in cost than Edison's costs. The cogeneration plant also produces heat, which is captured for several purposes. In the winter, the heat can be captured to produce hot water for both the adult and juvenile detention centers on the campus.

This lessens the need to run large boilers, which in turn reduces costs associated with South Coast Air Quality Management District requirements. In the summer, the waste heat can be diverted to an absorption chiller, which can run during peak electricity periods at very low cost. Because of this, the plant can shift air conditioning operations to off peak periods when the cost of electricity and demand charges is much less.

One vendor, Cornerstone Energy Services, Inc. is capable of performing services per Waukesha Manufacturer representative, David McCallum. Waukesha recommended GI Endurant since they performed the rebuilding of the cogeneration engines and oversaw the resign work for the plant. Also, Cornerstone is a third party company and not a manufacturer's representative like GI Endurant is. Futhermore, Risk Management (in 2011) suggested that the County use GI Endurant as the maintenance provider due to their experience with the plant redesign and knowledge of the historical operation of the plant.

GI Endurant performed the rebuilding of both Waukesha engines at the SWJC, a process that was overseen by Risk Management and the County's insurance company. The success of GI Endurant's maintenance program has resulted in the County realizing annual savings of $877,000 per year. Continuity of service from GI Endurant must be maintenance to ensure continued energy savings.

GI Endurant has played a critical part in helping the County keep the cogeneration plant running 24/7, while optimizing the plant to maximize energy savings. Over five years, the partnership between the County and GI Endurant has saved the County well over $3,500,000. It is in the County's best interest to continue this partnership through a renewed maintenance agreement.

Impact on Citizens and Businesses

The ability to significantly reduce energy costs on the SWJC campus results in less tax payer dollars being spent to operate County buildings.

SUPPLEMENTAL:
Additional Fiscal Information

Sufficient funding for the maintenance agreement costs, as well as ongoing maintenance not covered by the agreement is already budgeted in the Energy Management budget.

Contract History and Price Reasonableness

While having the right to raise the cost of monthly maintenance agreement annually, GI

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

Endurant did not raise their costs during the entire five year period of performance from November 1, 2011 through October 31, 2016. The new monthly cost is 6.8% above the old cost and is reasonable considering GI Endurant's contributions to the significant energy savings the county is realizing.

ATTACHMENTS

Agreement
Sole Source

RF:JV:HM:PR:JP:ac 13368_2567 FM06720004086
S:\Energy Division\Form 11's\13368_2567 - Approve the Renewal of the Agreement with GI Endurant for Equipment Services_11-1-16.doc

Date: September 29, 2016

From: Robert Field
Assistant County Executive Officer

To: Board of Supervisors/Purchasing Agent

Via: Joe Angelone, 951-955-7989

Subject: Sole Source Procurement; Request for Southwest Justice Center (SWJC) Cogeneration Plant Maintenance Contract Agreement

The below information is provided in support of my Department requesting approval for a sole source.

1. **Supplier being requested: GI Endurant, LLC**

2. **Vendor ID:** 0000113532

3. **Supply/Service being requested:**
Request SWJC Cogeneration Plant Maintenance Agreement, GI Endurant is the current provider with a successful maintenance program.

4. **Alternative suppliers that can or might be able to provide supply/service and extent of market search conducted:**
One other vendor, Cornerstone Energy Services, Inc. is capable of performing services per Waukesha Manufacturer representative, David McCallum. Waukesha recommended GI Endurant since they performed the rebuilding of the cogeneration engines and oversaw the resign work for the plant. Also, Cornerstone is a third party company and not a manufacturer's representative like GI Endurant is. Furthermore, Risk Management (in 2011) suggested that the county use GI Endurant as the maintenance provider due to their experience with the plant redesign and knowledge of the historical operation of the plant.

5. **Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide** (if proprietary software or machinery, hardware, please provide a supporting letter from the manufacturer)**:**
GI Endurant performed the rebuilding of both Waukesha engines at the SWJC, a process that was overseen by Risk Management and the County's insurance company. GI Endurant assisted in the redesign and rebuilding of the cogeneration plant. The success of GI Endurant's maintenance program has resulted in the county realizing annual savings of $877,000 per year. Continuity of service from GI Endurant must be maintenance to ensure continued energy savings.

6. **Reasons why my department requires these unique features and what benefit will accrue to the county:**
Successful maintenance of the cogeneration plant is critical to ongoing operation of the plant. When the cogeneration plant was not functioning, the county was in danger of not meeting the terms and requirements required under the Self Generation Incentive Programs (SGIP) offered by Southern California Edison (SCE) and Southern California Gas Company. Both utilities issued rebates to the county in excess of $1.2 million dollars. When the cogeneration was not operating, both utilities had the right under the SGIP program to demand return of the $1.2 million in rebates. Regular maintenance performed by this

Attachment: Sole Source for GI Endurant SSJ#17-118 (2567 : Approve and execute the Agreement with GI Endurant for the SWJC

competent company ensures that this return of rebates will not be required. Furthermore, the successful operation of this plant is critical to the county realizing in excess of $877,000 in energy savings annually. Finally, there are major changes looming in the electric industry with regard to changes in what SCE determines to be peak hours for using electricity. SCE has filed a rate case with the California Public Utilities Commission to request a change in the time for each peak period. If these changes are approved, they will have a major impact on the operation of the cogeneration plant and how the county achieves energy savings. It will be critical to have a supremely competent maintenance service provider who can help steer the county through these changes and maintain the current energy savings.

7. **Period of Performance:** From: November 1, 2016 to November 1, 2021
(Five years)

Is this an annually renewable contract? ☐ No ☐ Yes
Is this a fixed-term agreement: ☐ No ☐ Yes
(A fixed- term agreement is set for a specific amount of time; it is not renewed annually. Ensure fixed-term agreements include a cancellation, non-appropriation of funds, or refund clause. If there is no clause(s) to that effect, than the agreement must be submitted to the Board for approval.)

8. **Identify all costs for this requested purchase. If approval is for multiple years, ongoing costs must be identified below. If annual increases apply to ongoing costs such as CPI or other contract increases, provide the estimated annual cost for each consecutive year. If the annual increase may exceed the Purchasing Agent's authority, Board approval must be obtained. (*Note: ongoing costs may include but are not limited to subscriptions, licenses, maintenance, support, etc.)***

Description:	FY16-17	FY17-18	FY18-19	FY19-20	FY20-21	Total
One-time Costs:	$0	$0	$0	$0	$0	$0
Ongoing Costs:	$182,248	$273,372	$273,372	$273,372	$273,372	$1,275,736
Annual Maintenance Costs	$0	$0	$0	$0	$0	$0
Total Costs	$182,248	$273,372	$273,372	$273,372	$273,372	$1,275,736

Note: Insert additional rows as needed

9. **Price Reasonableness:** *(Explain why this price is reasonable or cost effective, and if this service/commodity will be bid out in the future.)*
While having the right to raise the cost of monthly maintenance agreement annually, GI Endurant did not raise their costs during the entire five year period of performance from November 1, 2011 through October 31, 2016. The new monthly cost is 6.8% above the old cost and is reasonable considering GI Endurant's contributions to the significant energy savings the county is realizing. GI Endurant has also provided additional measures that help the county. The oil used in the plant engines fluctuates on a daily basis, based on the daily market value. GI Endurant has made allowances in their agreement which will cover oil increases throughout the five year contract, so that the county does not have to pay an increased monthly fee.

Attachment: Sole Source for GI Endurant SSJ#17-118 (2567 : Approve and execute the Agreement with GI Endurant for the SWJC

10. Projected Board of Supervisor Date (if applicable): 11-1-16
(Form 11s must accompany the sole source request for Purchasing Agent approval.)

Department Head Signature Jeffrey Van Wagenen Managing Director	Print Name	Date
	JEFF VAN WAGENEN	10.4.16

Purchasing Department Comments:

Approve Approve with Condition/s Disapprove

Not to exceed: $ 1,275,736 One time ~~Annual~~ Amount through 6/30/21 (Date)

Purchasing Agent	Date	Approval Number (Reference on Purchasing Documents)
	10/12/16	17-118

List Attachments:

Attachment: Sole Source for GI Endurant SSJ#17-118 (2567 : Approve and execute the Agreement with GI Endurant for the SWJC

PROFESSIONAL SERVICE AGREEMENT

for

MAINTENANCE OF SOUTHWEST JUSTICE CENTER COGENERATION FACILITY

between

COUNTY OF RIVERSIDE

and

GI ENDURANT, LLC

Attachment: GI Agreement with exhibits (2567 : Approve and execute the Agreement with GI Endurant for the SWJC Cogeneration Plant

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Exhibit A-Routine Scheduled Maintenance.....
Exhibit B-Compensation.....
Schedule A – Description of Generating Facility and Covered Equipment.....

Attachment: GI Agreement with exhibits (2567 : Approve and execute the Agreement with GI Endurant for the SWJC Cogeneration Plant

This Agreement, made and entered into this 25th day of October, 2016, by and between GI ENDURANT, LLC, (herein referred to as "CONTRACTOR" or "GIE"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY" or "OWNER"). 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, including Attachment A thereto, and Exhibit D, Scheduled Maintenance Parts & Milestones, at the prices stated in Exhibit B, Compensation to the Agreement, all of which are attached hereto and incorporated by this reference. The Scheduled Maintenance services shall be performed with regard to the Generating Facility located at 30755 Auld Road, Murrieta, California 92653.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to 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 Services under this Agreement shall commence on November 1, 2016 and continue in effect through November 1, 2017, unless terminated earlier, with an option to renew based on satisfactory performance, through October 30, 2021. CONTRACTOR shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

3. **Compensation**

3.1 The COUNTY shall pay the CONTRACTOR for Scheduled Maintenance 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 Two Hundred Seventy-four Thousand Four Hundred Fifty-Two ($274,452.00) including all expenses ($22,781.00 per month) for

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Scheduled Maintenance as described in Exhibit A. 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.

3.2 No price increases will be permitted during the first year of this Agreement (If applicable). 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:

Economic Development Agency
Accounting & Finance
3133 Mission Inn Ave
Riverside, CA 92507

a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (FM06720004086); 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,

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and invoices shall be rendered "monthly" in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10. 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.

3.5 Labor Code and Prevailing Wages

1. The services under this contract are considered maintenance and subject to the payment of prevailing wage pursuant to Labor Code section 1720 and 1771, and 8 C.C.R § 16000.

2. Reference is made to Chapter 1, Part 7, Division 2 of the California Labor Code (commencing with Section 1720). By this reference said Chapter 1 is incorporated herein with like effect as if it were here set forth in full. The parties recognize that said Chapter 1 deals, among other things with discrimination, penalties and forfeitures, their disposition and enforcement, wages, working hours, and securing worker's compensation insurance and directly effect the method of prosecution of the work by Consultant and subject it under certain conditions to penalties and forfeitures. Execution of the Agreement by the parties constitutes their agreement to abide by said Chapter 1, their stipulation as to all matters which they are required to stipulate as to by the provisions of said Chapter 1, constitutes Contractor's certification that he is aware of the provisions of said Chapter 1 and will comply with them and further constitutes Consultant's certification as follows: "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract."

3. Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates, including the 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, in the county in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are available from the California Department of Industrial Relations' Internet website at http://www.dir.ca.gov, and are available at the main office of Agency.

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

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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 that may 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.

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.

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5.6 If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at https://www.sam.gov for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (http://www.epls.gov) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

5.7 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.

5.8 Termination for Convenience. This Agreement may also be terminated at any time by CONTRACTOR for convenience upon ninety (90) days written notice to COUNTY in accordance with the provisions of Section 18, herein. Such a termination for convenience will not be considered a waiver of any other right that either party may have under this Agreement, at equity or at law. Upon termination for convenience, COUNTY will pay CONTRACTOR in full satisfaction and discharge of all obligations owed to CONTRACTOR for work performed under this Agreement, all labor and expenses incurred by CONTRACTOR in fulfilling this Agreement to the date of termination. Each party has a duty to mitigate termination charges and shall make commercially reasonable efforts to reduce costs upon termination for convenience.

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. The material, reports or products may be used by the COUNTY for any purpose that the 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

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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 the CONTRACTOR.

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9. **Independent Contractor**

9.1 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.

9.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

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

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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 to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement. County shall be responsible for applying, procuring, and renewing all permits necessary for: (i) County to do business in the jurisdictions in which the Generating Facility and Site are located and (ii) the ownership and operation of the Generating Facility and the Site.

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),

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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 particulars assigned to the individual, such as finger or voice print or a photograph.

17. **Administration/Contract Liaison**

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

18. Notices

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

COUNTY OF RIVERSIDE	**CONTRACTOR**
Economic Development Agency	GI Endurant LLC
Facilities Management	134 N. LaSalle Street, Suite 510
3403 Tenth St, 5th Floor, Suite 500	Chicago, IL 60602
Riverside, CA 92501	

19. Force Majeure

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

20. EDD Reporting Requirements

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

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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, action, claim or damage 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. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

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 indemnification to Indemnitees as set forth herein.

21.3 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.

21.4 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.

21.5 In the event there is a conflict between this clause and California Civil Code section 2782 or 2782.8, this clause shall be interpreted to comply with Civil Code 2782 and 2782.8. Such interpretation shall not relieve the CONTRACTOR from indemnifying the Indemnitees to the fullest extent allowed by law.

21.6 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

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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.

21.7 CONTRACTOR'S indemnification obligations do not extend or apply to any action or claims arising from the functioning of the Southwest Justice Center Cogeneration Facility as caused by the performance of third party vendors, when not involving or contributed to by the action(s) of CONTRACTOR. Third parties performing services regarding the Facility will also be required to provide the indemnification as noted in 21.1 through 21.5 herein.

22. Insurance

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.

A. Workers' Compensation:

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

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of 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.

C. Vehicle Liability:

If vehicles or mobile equipment is 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

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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.

D. General Insurance Provisions – All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the 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 exceeds $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, Contractor. will provide 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 shall sign the original endorsements for each policy and the Certificate of Insurance.

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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.

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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.

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24. NOTICES. All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted one (1) day after their deposit in the United States Mail, postage prepaid:

COUNTY:
Economic Development Agency
3403 Tenth St. Fifth Floor
Riverside, CA 92501
Attn: Janet Purchase

CONTRACTOR:
GI Endurant, LLC
134 N. LaSalle Street, Suite 510
Chicago, IL 60602
Attn: _____

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE

By: _____
John J. Benoit, Chairman
Board of Supervisors

Dated: _____

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: Marsha L. Victor 10/18/16
Marsha L. Victor
Chief Deputy County Counsel

GI ENDURANT, LLC

By: _____
Name: TOM HANNICK
Title: CEO

Dated: October 18th 2016.

Attachment: GI Agreement with exhibits (2567 : Approve and execute the Agreement with GI Endurant for the SWJC Cogeneration Plant

SCHEDULE A

DESCRIPTION OF THE GENERATING FACILITY AND COVERED EQUIPMENT

The covered system includes engine-generator room equipment as follows:

General

1800 RPM, Waukesha VGF Enginator sets per the following schedule:

2 each Waukesha VGF P48GSID

2 each Miratech Catalytic Converter

Ancillary Equipment as listed below:

Fin Fans	Young Touchstone	HC366V15Q-2P
Fin Fans	Young Touchstone	HC366V15Q-2P
Fin Fans	Young Touchstone	HC226V10Q-4P
Fin Fans	Young Touchstone	HC226V10Q-4P
(3) Heat Exchanger	Armstrong/Alfa Laval	PFX-16-SS-FS-1-150
Heat Recovery Unit	Maxim	MFT-900-12
Heat Recovery Unit	Maxim	MFT-900-12
Pump	Armstrong	4300-3X3X8
Pump	Armstrong	4300-3X3X8
Pump	Armstrong	4300-3X3X8
Pump	Armstrong	4300-3X3X8
Pump	Armstrong	4300-6X6X10
Expansion Tank	Wessels	NLA-130
Expansion Tank	Wessels	NLA-130
Expansion Tank	Wessels	NLA-130
Expansion Tank	Wessels	NLA-130
Absorption Chiller	Thermax	L-36

Attachment: GI Agreement with exhibits (2567 : Approve and execute the Agreement with GI Endurant for the SWJC Cogeneration Plant

EXHIBIT A

Routine Scheduled Maintenance

General

GIE will perform routine "Scheduled" maintenance on the equipment installed in the Generating Facility of Owner. Routine equipment maintenance requirements are detailed in the O&M Manuals provided by the appropriate manufacturer.

Operations and Maintenance Manual.

Operations and Maintenance Manuals for covered equipment, as prepared by the Manufacturers of system components, to be provided by Owner .

Scheduled Maintenance.

GIE will perform routine scheduled maintenance on all equipment listed below in accordance with the manufacturer's recommendations for routine service at the recommended service intervals. GIE shall also visit the Generating Facility on a periodic basis for inspection, consultation with Owner, and performance of minor adjustments. Such maintenance shall be referred to as "Scheduled Maintenance" in this Maintenance Agreement and will include:

- Routine Scheduled Maintenance of the Equipment listed in Schedule "A"
- Supply and proper Disposal of all lube oil
- Proper disposal of all replaced components

GIE shall provide all parts and oil for use in Scheduled Maintenance. This agreement is based on a maximum of 8500 generator run hours per year per generator.

Division of Responsibilities:

1. GIE shall perform routine "Scheduled Maintenance" on the equipment listed per the manufacturers recommendations, or as otherwise detailed in this document.
2. GIE is to provide the Parts and Labor required to perform all routine Scheduled Maintenance including makeup oil.
3. GIE shall perform all Owner Requested Maintenance on a time and material basis.
4. GIE shall perform emission monitoring at oil change intervals with a loacl AQMD approved hand held emission analyzer to assist the Owner in operating within permitted emission limits.
5. The Owner will be responsible for daily and routine on-site operational services, including equipment monitoring and routine inspections and general troubleshooting and cleaning. Owner will maintain the cogeneration facility in a clean condition.
6. The Owner will be responsible for maintaining daily oil and coolant levels in accordance with manufacturer recommendations, using oil supplied by GIE and coolant supplied by Owner.

Attachment: GI Agreement with exhibits (2567 : Approve and execute the Agreement with GI Endurant for the SWJC Cogeneration Plant

7. GIE will tune and maintain the entire cogeneration system in such a manner as to optimize overall system efficiency and will maintain emissions within permitted levels, if the required work is within the scope of services described in this agreement.

8. The Owner will be responsible for oil analysis between oil change intervals in accordance with manufacturer recommendations if required.

9. GIE will also include limited, informal training of existing, and new engineering and maintenance personnel on plant operation and maintenance upon request.

Cost Items which are the responsibility of the Owner:

1. Initial spare parts unless itemized in Exhibit C of this agreement
2. Utilities to support operation of the System
3. Telephone/DSL services
4. Initial spares or parts for Owner Requested Maintenance
5. Owner Requested Maintenance, including all parts and materials for Owner Requested Maintenance.
6. Water, water treatment and coolant.
7. Parts and services not listed in Exhibits B and C will be billed extra on a time and material basis.
8. All scheduled overhaul, rebuild and replacement work. If requested by Owner, this work will be priced separately when this overhaul work is due.
9. Catalytic Converter housing.
10. PLC and Control System Tuning, Calibration and Maintenance except as noted above.
11. Switchgear Infrared Scan and Electrical System Maintenance
12. Batteries
13. Any emissions Inspection, Monitoring and Reporting Requirements not listed in this agreement.
14. AQMD Source testing and support.
15. Any additional Service and Parts required due to deferred or negligent maintenance or service performed prior to the Commencement of the Term of this Agreement.
16. Unscheduled maintenance and repair.
17. All system piping and insulation.
18. HMI control systems.
19. Cooling towers.
20. DAS System
21. VFD maintenance and repair.

Owner Requested Maintenance

In addition to the Scheduled Maintenance, GIE shall use its commercially reasonable best efforts to maintain, repair and/or replace any and all covered equipment included in the Generating Facility that malfunctions, breaks down or otherwise requires service so that the equipment will perform as expexted, allowing for normal wear and tear. All such additional maintenance work, other than routine Scheduled Maintenance, is referred to as "Owner Requested Maintenance". GIE shall perform Owner Requested Maintenance in response to calls made by Owner or its designated representative. GIE shall advise the Owner of any required Owner Requested Maintenance which GIE observes. Upon receiving a request for Owner Requested Maintenance, GIE will make best efforts to respond within eight (8) hours. GIE shall perform all Owner Requested Maintenance as diligently as possible to minimize Generating Facility downtime.

Attachment: GI Agreement with exhibits (2567 : Approve and execute the Agreement with GI Endurant for the SWJC Cogeneration Plant

Emergency Contacts:

Evert Fink – Service Manager- 714-493-8743
Salvatore Russo – Service Technician – 949-521-4191
North Hefley – Business Development - 714-715-3185
GI Energy – Main Office – 312-894-4646

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EXHIBIT B

COMPENSATION

Scheduled Maintenance. For Scheduled Maintenance, Owner shall pay GIE a Fee of **$22,871.00.** The Fee for subsequent years of the Term will be determined in accordance with Section 5.1. GIE shall not be entitled to any additional fees or reimbursements on account of the routine Scheduled Maintenance.

During the sixty days prior to the last day of the Term of the Agreement, Owner and GIE shall attempt to reach an agreement on the Fee payable for Scheduled Maintenance during the extension of the Term. If the parties are unable to reach an agreement, the Term of this will expire as of the last day of the then current Term.

Owner Requested Maintenance. For Owner Requested Maintenance, Owner shall pay GIE on a time and materials basis. GIE 's labor and material rates are as follows:

2016 Domestic O&M Service Rate Schedule

O&M Manager	$ 135 / Hour (Portal to Portal)
O&M Technician	$ 125/ Hour (Portal to Portal)
Mileage	$ 2.75/ mile
Commissioning Engineer	$ 1650 / Day
Commissioning Standby	$ 1100 / Day

Overtime: Contractor will invoice for work in excess of 8 hours per day and/or 40 hours per week (overtime work) at 1.5 times the applicable rate shown above. Work on Sunday and national holidays will be billed at 2 times the applicable rate shown above.

Reimbursable Travel Costs: Contractor will invoice all reimbursable costs associated with the contract (airfare, lodging, meals etc.) at actual cost plus 25% for administrative handling.

Material & Equipment Costs: Contractor will invoice all material costs and tool and equipment rental fees associated with the contract at actual cost plus 25% for administrative handling.Portable Exhaust Gas Analyzer will be invoiced at $500.00 per use and Bore scope will be invoiced at $500.00 per use

.

Effective Date: January 1st 2016 to December 31st, 2016.

Terms: Net (thirty) 30 Days from the date of invoice. Services will be invoiced monthly for material received and services provided. The invoice shall be submitted by the tenth day of the month following performance of the Services.

Mileage Adjustment: Mileage charges are based on the actual mileage from GIE's service facility to the Site and return. GIE reserves the right to adjust the mileage charge not less frequently than once every three months to reflect any changes in the Weekly Retail Price of gasoline reported by the US Energy Information Administration for the region or state in which the Generating Facility is located. Each such

adjustment shall increase or decrease the mileage charge ten per cent (10%) of the change in the reported Weekly Retail Price per gallon since the most recent adjustment; provided, however, that the mileage charge shall not be reduced below the rate set forth above as adjusted by the CPI-U.

Operating Adjustment: An increase in the operating hours of the Generating Facility above the level described in Exhibit A shall result in an equitable adjustment to the Fee for Scheduled Maintenance.

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EXHIBIT C
SPARE PARTS

(Intentionally left blank – No spare parts are included in this Agreement.)

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Exhibit D

SCHEDULED MAINTENANCE PARTS & MILESTONES

Parts:

Item	Qty.	Description
1	72	Oil Analysis, Engine, Lubricating
2	1152	Spark Plugs
3	72	Element, Breather, Crankcase
4	144	Filter, Oil
5	15,000	Oil, Gallon
6	144	Sensor, Oxygen
7	72	Microspin Kits
8	320	Seal, Valve Cover
9	40	Packing, Catalyst
10	144	Element, Filter, Air
11	144	Element, Precleaner, Air Filter
12	1152	Boot, Spark Plug Extension
13	160	Spark Plug Wires, Secondary
14	5	BOP Parts and Consumables
15	20	Absorption Chiller Quarterly Chemistry Test
16	72	Waste Oil Disposal
17	260	Emissions Analyzer Usage
18	72	Bore Scope Usage

Attachment: GI Agreement with exhibits (2567 : Approve and execute the Agreement with GI Endurant for the SWJC Cogeneration Plant

Detail of Scheduled Engine Services Provided

Service Schedule:

Item	Service	Daily or as Required	Weekly	500 Hours	750 Hours	1,500 Hours	2,500 Hours	4,000 Hours	8,000 Hours	11,000 Hours
Air Cleaner Filter Element	Check/Clean or Replace	X								
Air Starter Lubricant	Check/Fill	N/A								
Control Rod Ends and Linkage	Clean/Lubricate	N/A								
Cooling Systems Fluid Level (Jacket and Auxiliary)	Check/Fill	X								
Crankcase Oil Level	Check/Fill	X								
Governor Oil Level	Check/Fill	N/A								
Governor Synchronizer or Speed Control	Adjust	X								
Oil Filter	Release Trapped Air	N/A								
Air Filter Pre-Cleaner Element	Check/Clean or Replace	X								
Pre-lube Motor Reservoir	Check/Fill	N/A								
Power Take Off	Lubricate									
Engine Oil and Filter * **(ISO Standard or Continuous Duty)**	Change Oil And Filter	N/A								
Engine Oil and Filter * **(ISO Standard or Continuous Duty With Microspin)**	Change Oil And Filter	N/A								
Engine Oil and Filter * **(Excess of ISO Standard or Continuous Duty with Microspin) ***	Change Oil And Filter				X	X				
Engine Oil and Filter * **(Light Load Operation)**	Change Oil And Filter					N/A				
Hand Held Emissions Test every 150 hours or 1 Week Which Ever Comes Last	Test and Record		X							
Battery Electrolyte	Check/Fill				X					
Engine Oil * **(Analysis)***	Analysis				X	X				
Belt Tension	Check				N/A					

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Cooling Water Analysis **(Ebullient)**	Check				N/A					
Air Actuator	Lubricate				N/A					
Alternator Bearings	Lubricate				N/A					
Auxiliary Water Pump*	Inspect/Lubricate				X	X				
Fan Hub and Idler Pulley Bearings	Lubricate				N/A					
Generator Bearings	Lubricate				N/A					
Tachometer Drive	Clean				N/A					
Control Linkage*	Clean and Lubricate				X	X				
Spark Plugs **(or as Necessary)***	Clean/Regap or Replace				X	X				
Engine Protection Devices	Inspect					X				
Water Pump Idler Pulley Bearings	Lubricate					N/A				
Crankcase Breather	Clean or Replace					X				
Governor Rod Ends	Lubricate/Replace					X				
Ignition Timing	Check					X				
Oxygen Sensor	Replace					X				
Exhaust Emissions	Check/Adjust					X				
Magnetic Plugs	Clean					X				
Oil Cooler **(Oil Side)**	Drain					N/A				
Oil Filter Elements *	Replace				X	X				
Oil Separators/Spinner *	Service Kit				X	X				
Ignition Cables: Primary and Secondary Connection	Inspect						X			
Water Temperature Gauge	Test						X			
Carburetor	Adjust						X			
Crankcase Pressure	Check						X			
Oil Pressure Safety	Test						X			
Absorption Chiller Chemistry	Test/Adjust						X			
Prechamber Regulator	Adjust						N/A			
Safety Controls/Engine Protection Devices	Test/Calibrate						X			
Valve Clearance	Adjust						X			
Valve Cover Gaskets	Replace						N/A			
Spark Plugs **(1,200 - 4,000 hours or as necessary)**	Replace				X		X			
Oil Filter Seal	Replace						N/A			
Wastegate Vent Plug	Inspect/Clean						X			
Admission Valves	Clean or Replace							N/A		
Admission Valve Washer**	Replace							N/A		
Absorption Chiller Chamber Chemistry	Test/Adjust							X		

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Item	Service	Daily or as Required	250 Hours	500 Hours	750 Hours	1,500 Hours	2,500 Hours	4,000 Hours	8,000 Hours	11,000 Hours
Cylinder Compression	Check							X		
Electric Starter Bearings	Lubricate							N/A		
99 Regulator Filter	Clean/Replace							N/A		
Water Pump	Inspect							X		
Ancillary Pump Bearings	Lubricate							X		
Ancillary Fan Bearings	Lubricate							X		
Carburetor Air/Gas Valve	Clean							X		
Carburetor Diaphragm	Inspect/Replace							N/A		
Governor Compensation	Adjust							X		
Catalyst	Inspect/Rotate/Clean							X		
Precleaner Element	Replace							X		
Turbocharger	Inspect/Clean								X	
Main and Rod Bearing Inspection	Inspect								X	
Cooling System **(Jacket and Auxiliary)**	Clean and Flush								N/A	
Cooling System Thermostats	Remove and Test								N/A	
Cooling System Tube Bundle	Clean								X	
Crankcase Oil Pickup Screen	Clean								X	
Engine Mounting and Alignment	Check								X	
Exhaust Back Pressure	Check								X	
Fuel Flow Filter Relief Valve	Inspect								X	
High Tension Wires	Replace								X	
Ignition Primary Terminals, Harness Plug	Inspect								X	
CEC Ignition Module Timing Disc Magnets	Clean/Inspect								X	
Governor-Synchronizer Motor Reduction Gears	Lubricate								N/A	
Jacket Water Hoses	Replace								N/A	
Lube Oil Hoses	Replace								N/A	
Oil Pan	Clean								X	
Vibration Damper Capscrews	Retorque								X	
Cooling Water Analysis	Check								N/A	
Hydraulic Governor Oil **(or as Necessary)**	Change								N/A	

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Intercooler	Clean/Inspect								X	
Carburetor Gasket	Replace								N/A	
Carburetor Air/Gas Valve	Replace								N/A	
Belts **(Engine)**	Replace								N/A	
Carburetor Diaphragm	Replace								N/A	
Crankcase Pressure Relief Valves	Inspect								N/A	
Ignition Coils	Inspect								X	
Ignition Magneto	Rebuild								N/A	
Ignition Primary Terminals, Connections Harness Plug and Wires	Inspect								X	
Wastegate	Rebuild								X	
Custom Engine Control Ignition Module	Inspect Harness Connections and Ground Wires								X	
Absorption Chiller Chemistry	Test/Adjust								X	
PLC	Inspect/Calibrate									N/A
Switchgear	Infrared Scan									N/A
Power Cylinder Head	Rebuild									N/A
Power Cylinder/Pistons	Replace									N/A

Note:

X	X

indicates service item falls between these run time intervals.

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Attachment: Approved GI Agreement from County Counsel (2567 : Approve and execute the Agreement with GI Endurant for the SWJC

PROFESSIONAL SERVICE AGREEMENT

for

MAINTENANCE OF SOUTHWEST JUSTICE CENTER COGENERATION FACILITY

between

COUNTY OF RIVERSIDE

and

GI ENDURANT, LLC

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Exhibit A-Routine Scheduled Maintenance.....
Exhibit B-Compensation.....
Schedule A – Description of Generating Facility and Covered Equipment.....

Attachment: Approved GI Agreement from County Counsel (2567 : Approve and execute the Agreement with GI Endurant for the SWJC

This Agreement, made and entered into this 25th day of October, 2016, by and between GI ENDURANT, LLC, (herein referred to as "CONTRACTOR" or "GIE"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY" or "OWNER"). 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, including Attachment A thereto, and Exhibit D, Scheduled Maintenance Parts & Milestones, at the prices stated in Exhibit B, Compensation to the Agreement, all of which are attached hereto and incorporated by this reference. The Scheduled Maintenance services shall be performed with regard to the Generating Facility located at 30755 Auld Road, Murrieta, California 92653.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to 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 Services under this Agreement shall commence on November 1, 2016 and continue in effect through November 1, 2017, unless terminated earlier, with an option to renew based on satisfactory performance, through October 30, 2021. CONTRACTOR shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for Scheduled Maintenance 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 Two Hundred Seventy-four Thousand Four Hundred Fifty-Two ($274,452.00) including all expenses ($22,781.00 per month) for

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Scheduled Maintenance as described in Exhibit A. 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.

3.2 No price increases will be permitted during the first year of this Agreement (If applicable). 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:

Economic Development Agency
Accounting & Finance
3133 Mission Inn Ave
Riverside, CA 92507

a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (FM06720004086); 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,

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and invoices shall be rendered "monthly" in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10. 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.

3.5 Labor Code and Prevailing Wages

1. The services under this contract are considered maintenance and subject to the payment of prevailing wage pursuant to Labor Code section 1720 and 1771, and 8 C.C.R § 16000.

2. Reference is made to Chapter 1, Part 7, Division 2 of the California Labor Code (commencing with Section 1720). By this reference said Chapter 1 is incorporated herein with like effect as if it were here set forth in full. The parties recognize that said Chapter 1 deals, among other things with discrimination, penalties and forfeitures, their disposition and enforcement, wages, working hours, and securing worker's compensation insurance and directly effect the method of prosecution of the work by Consultant and subject it under certain conditions to penalties and forfeitures. Execution of the Agreement by the parties constitutes their agreement to abide by said Chapter 1, their stipulation as to all matters which they are required to stipulate as to by the provisions of said Chapter 1, constitutes Contractor's certification that he is aware of the provisions of said Chapter 1 and will comply with them and further constitutes Consultant's certification as follows: "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract."

3. Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates, including the 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, in the county in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are available from the California Department of Industrial Relations' Internet website at http://www.dir.ca.gov, and are available at the main office of Agency.

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

Attachment: Approved GI Agreement from County Counsel (2567 : Approve and execute the Agreement with GI Endurant for the SWJC

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 that may 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.

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.

Attachment: Approved GI Agreement from County Counsel (2567 : Approve and execute the Agreement with GI Endurant for the SWJC

5.6 If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at https://www.sam.gov for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (http://www.epls.gov) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

5.7 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.

5.8 Termination for Convenience. This Agreement may also be terminated at any time by CONTRACTOR for convenience upon ninety (90) days written notice to COUNTY in accordance with the provisions of Section 18, herein. Such a termination for convenience will not be considered a waiver of any other right that either party may have under this Agreement, at equity or at law. Upon termination for convenience, COUNTY will pay CONTRACTOR in full satisfaction and discharge of all obligations owed to CONTRACTOR for work performed under this Agreement, all labor and expenses incurred by CONTRACTOR in fulfilling this Agreement to the date of termination. Each party has a duty to mitigate termination charges and shall make commercially reasonable efforts to reduce costs upon termination for convenience.

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. The material, reports or products may be used by the COUNTY for any purpose that the 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

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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 the CONTRACTOR.

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9. Independent Contractor

9.1 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.

9.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

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

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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 to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement. County shall be responsible for applying, procuring, and renewing all permits necessary for: (i) County to do business in the jurisdictions in which the Generating Facility and Site are located and (ii) the ownership and operation of the Generating Facility and the Site.

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),

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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 particulars assigned to the individual, such as finger or voice print or a photograph.

17. Administration/Contract Liaison

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

18. Notices

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

COUNTY OF RIVERSIDE	**CONTRACTOR**
Economic Development Agency	GI Endurant LLC
Facilities Management	134 N. LaSalle Street, Suite 510
3403 Tenth St, 5th Floor, Suite 500	Chicago, IL 60602
Riverside, CA 92501	

19. Force Majeure

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

20. EDD Reporting Requirements

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

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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, action, claim or damage 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. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

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 indemnification to Indemnitees as set forth herein.

21.3 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.

21.4 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.

21.5 In the event there is a conflict between this clause and California Civil Code section 2782 or 2782.8, this clause shall be interpreted to comply with Civil Code 2782 and 2782.8. Such interpretation shall not relieve the CONTRACTOR from indemnifying the Indemnitees to the fullest extent allowed by law.

21.6 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

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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.

21.7 CONTRACTOR'S indemnification obligations do not extend or apply to any action or claims arising from the functioning of the Southwest Justice Center Cogeneration Facility as caused by the performance of third party vendors, when not involving or contributed to by the action(s) of CONTRACTOR. Third parties performing services regarding the Facility will also be required to provide the indemnification as noted in 21.1 through 21.5 herein.

22. Insurance

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.

A. Workers' Compensation:

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

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of 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.

C. Vehicle Liability:

If vehicles or mobile equipment is 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

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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.

D. General Insurance Provisions – All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the 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 exceeds $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, Contractor. will provide 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 shall sign the original endorsements for each policy and the Certificate of Insurance.

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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.

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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.

Attachment: Approved GI Agreement from County Counsel (2567 : Approve and execute the Agreement with GI Endurant for the SWJC

24. NOTICES. All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted one (1) day after their deposit in the United States Mail, postage prepaid:

COUNTY:
Economic Development Agency
3403 Tenth St. Fifth Floor
Riverside, CA 92501
Attn: Janet Purchase

CONTRACTOR:
GI Endurant, LLC
134 N. LaSalle Street, Suite 510
Chicago, IL 60602
Attn: _____

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE

By: _____
John J. Benoit, Chairman
Board of Supervisors

Dated: _____

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: Marsha L. Victor 10/24/16
Marsha L. Victor
Chief Deputy County Counsel

GI ENDURANT, LLC

By: _____
Name: TD CHANDLER
Title: CEO

Dated: October 18th 2016

Attachment: Approved GI Agreement from County Counsel (2567 : Approve and execute the Agreement with GI Endurant for the SWJC

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

SUBMITTAL DATE:
September 22, 2016

FROM : Sheriff and ECONOMIC DEVELOPMENT AGENCY (EDA):

SUBJECT: Larry D. Smith Correctional Facility Housing Unit Retrofit Project - Approval of Notice of Completion for Vincor Construction, Inc., District 5, [$30,500], Capital Improvement Program Fund 100%

RECOMMENDED MOTION: That the Board of Supervisors:

1. Accept the Smith Correctional Facility (SCF) Housing Unit Retrofit Project, constructed by Vincor Construction, Inc. (Vincor), as complete and authorize the Clerk of the Board to record the attached Notice of Completion; and

2. Authorize the release of the retained funds in the amount of $30,500 to Vincor in accordance with the contract terms.

Policy

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	$ 30,500	$ 0	$ 30,500	$ 0
NET COUNTY COST	$ 0	$ 0	$ 0	$ 0
SOURCE OF FUNDS: Capital Improvement Program Fund 100% (Previously approved budget)			**Budget Adjustment:** No **For Fiscal Year:** 2016/17	

C.E.O. RECOMMENDATION: Approved

BACKGROUND:
Summary

On July 21, 2015, Item 3-13, the Board of Supervisors (Board) approved the construction agreement between the County of Riverside and Vincor through the use of the Easy Indefinite Quantity Construction Contract for the SCF Housing Unit Retrofit project, formerly known as the Larry D. Smith Correctional Facility Housing Unit Retrofit project, in the amount of $609,986.

(Continued)

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

BACKGROUND:
Summary (Continued)

Vincor has completed the work and the project has been inspected and found to comply with the contract requirements. This Board action will release the retention funds of $30,500 to Vincor after the Notice of Completion has been filed and the 35 day lien period has expired.

Impact on Citizens and Businesses

Improvements to the SCF Housing Units allowed the Sheriff Department to continue to house inmates and provide necessary services without disruption for several years.

Additional Fiscal Information

There are no costs associated with this action. The overall costs for this agreement were previously approved and are 100% funded through the Capital Improvement Program Fund, therefore no departmental budget adjustment is required.

Attachment:

Notice of Completion for Vincor Construction, Inc.

RF:JV:VC:SP:CW:FG:mg FM08250006299 2477 - 13367
S:\Project Management Office\FORM 11'S\Form 11's in Process\2477 - 13367_D4 - 006299 - SCF Housing Unit Retrofit Project - EZIQC NOC for Vincor_102516.docx

PLEASE COMPLETE THIS INFORMATION
RECORDING REQUESTED BY:

KECIA HARPER-IHEM, CLERK OF THE BOARD
4080 LEMON STREET, 1ST FLOOR CAC
P O BOX 1147 – RIVERSIDE, CA 92502

MAIL STOP # 1010

AND WHEN RECORDED MAIL TO:
RETURN TO: STOP #1010
RIVERSIDE COUNTY CLERK OF THE BOARD
P. O. BOX 1147 – RIVERSIDE, CA 92502

THIS SPACE FOR RECORDERS USE ONLY

NOTICE OF COMPLETION

(California Civil Code §§ 8100-8118, 9200-9208)

To be recorded with County Recorder within 15 days after completion.

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: Larry D. Smith Correctional Facility Housing Unit Retrofit Project - (FM08250006299)

Date of Completion: Date Hereof

Nature of owner: Public Entity

Interest or estate of owner: In Fee

Address of owner: Clerk of the Board of Supervisors, County Administrative Center, 4080 Lemon St., Riverside, CA 92501

Name/address of direct contractor: Vincor Construction, Inc., 2707 Saturn Street, Brea, CA 92821

Street or legal description of site: 1627 South Hargrave Street, Banning, CA 92220

Dated:

Owner: County of Riverside
(Name of Public Entity)

By: _____
John J. Benoit, 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.

ATTEST: Kecia Harper-Ihem, Clerk

By: _____
Deputy

Executed at Riverside, California on _____

_____
John J. Benoit, Chairman, Board of Supervisors

FORM APPROVED COUNTY COUNSEL
BY: Marsha L. Victor 10/6/16
MARSHA L. VICTOR DATE

Updated 5/2016

Attachment: NOC for Action Item 2477 (2477 : LDS Housing Unit Retrofit - NOC to Vincor)

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

Item **3.12**

SUBMITTAL DATE: October 6, 2016

FROM : EMERGENCY MANAGEMENT DEPARTMENT:

SUBJECT: The Emergency Medical Care Committee (EMCC) Annual Report. [Districts: All]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Receive and file the EMCC's 2016 Annual Report – reporting on the 2015 calendar year.

Policy

BACKGROUND:

Summary

Resolution 2013-052 requires the EMCC to prepare an annual report to the Board of Supervisors on the current and anticipated conditions of Emergency Medical Services (EMS) within the County. Attached is the EMCC's 2016 annual report for the 2015 calendar year. This report was approved for submission to the Board of Supervisors by the EMCC at their October 5, 2016 meeting.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	$ N/A	$ N/A	$ N/A	$
NET COUNTY COST	$ N/A	$ N/A	$ N/A	$

SOURCE OF FUNDS: N/A

Budget Adjustment: No

For Fiscal Year: 16/17

C.E.O. RECOMMENDATION: **APPROVE**

RIVERSIDE COUNTY

EMERGENCY MEDICAL CARE COMMITTEE

2016

Annual Report

Reporting on the 2015 Calendar Year

Attachment: EMCC BOS Report Final (2640 : EMCC Annual Report)

INTRODUCTION

This report documents Riverside County Emergency Medical Care Committee's (EMCC's) involvement in Riverside County EMS matters for the 2015 calendar year. By virtue of the EMCC membership (pursuant to Board of Supervisors Resolution No. 2013-052), this varied group of representatives are able to collectively discuss and advise the Board of Supervisors concerning all aspects of emergency medical care within the County. Additionally, each member of the EMCC has been advised and tasked with communicating the information and actions approved by the EMCC to their respective constituencies. Through these activities, and the annual reports, we are able to develop new programs and reinforce positive changes within Riverside County's EMS system.

EMCC MEMBERSHIP

EMCC Membership has been established by Board of Supervisors Resolution No. 2013-052 which currently consists of the following individuals:
Air Ambulance Provider Representative— Melissa Schmidt
Ambulance Association of Riverside County— Vacant (Tammy Messmer for 2015)
Prehospital Medical Advisory Committee (PMAC) Physician Representative—Stephen Patterson, MD
PMAC Prehospital Representative—Bret Offutt (Jim Price for 2015)
Hospital Association Representative—Jan Remm
Contracted Ground Ambulance Provider Representative—Peter Hubbard
Riverside County Medical Association Representative—Barbara Blasko, MD (Deepak Chandwani for 2015)
Riverside County Fire Chiefs' Association Representative--Jason Keeling
Coachella Valley Association of Governments Representative—Randy Bynder
Western Riverside Council of Governments Representative— Rob Johnson
Riverside County Law Enforcement Agency Administrators Assoc. Rep.—Sean Hadden
Riverside County Fire Department Representative—Phil Rawlings
Supervisorial District One Representative—Robert Roy
Supervisorial District Two Representative—Stanley M. Grube, FACHE (EMCC Chair)
Supervisorial District Three Representative—Jerry Holldber (vacant for 2015)
Supervisorial District Four Representative—Blake Goetz (Vice Chair)
Supervisorial District Five Representative— James Palmer (Kent McCurdy for 2015)

STAFFING AND TRAINING

Riverside County has approximately 4,000 EMS personnel on a two-year credentialing renewal cycle. For the 2015 calendar year Riverside County EMS Agency (REMSA) credentialed 1,294 Emergency Medical Technicians (EMT) s (128 less than last year), 639 paramedics (the same as last year) and 116 Mobile Intensive Care Nurses (MICNs) (nine less than last year).
For the 2015 calendar year there were 198,796 responses for 9-1-1 ambulance services and 80,258 responses for Inter-facility retail ambulance services totaling 279,051 ambulance responses. During the 2015/2016 ambulance permit cycle there were 19 ambulance providers that received a Riverside County Ambulance Operator Permit to provide ambulance services in Riverside County.
In continuing with the established Policy and Procedures Manual's annual update cycle, the 2015 changes became effective April 1, 2016. REMSA and EMS stakeholders and participants work diligently to ensure the appropriate policies are addressed during each update cycle.

Attachment: EMCC BOS Report Final (2640 : EMCC Annual Report)

Additionally, train-the trainer classes are rolled out during each update cycle to ensure there is consistent training among EMS providers.

EMS SYSTEM EVALUATION PROJECT

The Abaris Group's "As-Is" and Recommendations & Observations reports that were presented to the Riverside County Board of Supervisors on February 11, 2014. Since that time EMS system stakeholders have been working on implementing the EMS System Strategic Plan. A matrix reporting on the progress of implementing the EMS System Strategic Plan can be accesses at: http://remsa.us/documents/systemevaluation/.

Advanced Life Support (ALS) AMBULANCE EXCLUSIVE OPERATING AGREEMENTS

Following the EMS system evaluation project in 2014, the Board of Supervisors approved of the new County Agreement with AMR on January 13, 2015. This agreement went into effect on July 1, 2015. The highlights of this agreement can be viewed on page three of the Submittal to the Board of Supervisor on January 13, 2015 at the following link: http://rivcocob.org/agenda/2015/01_13_15_files/03-08.pdf

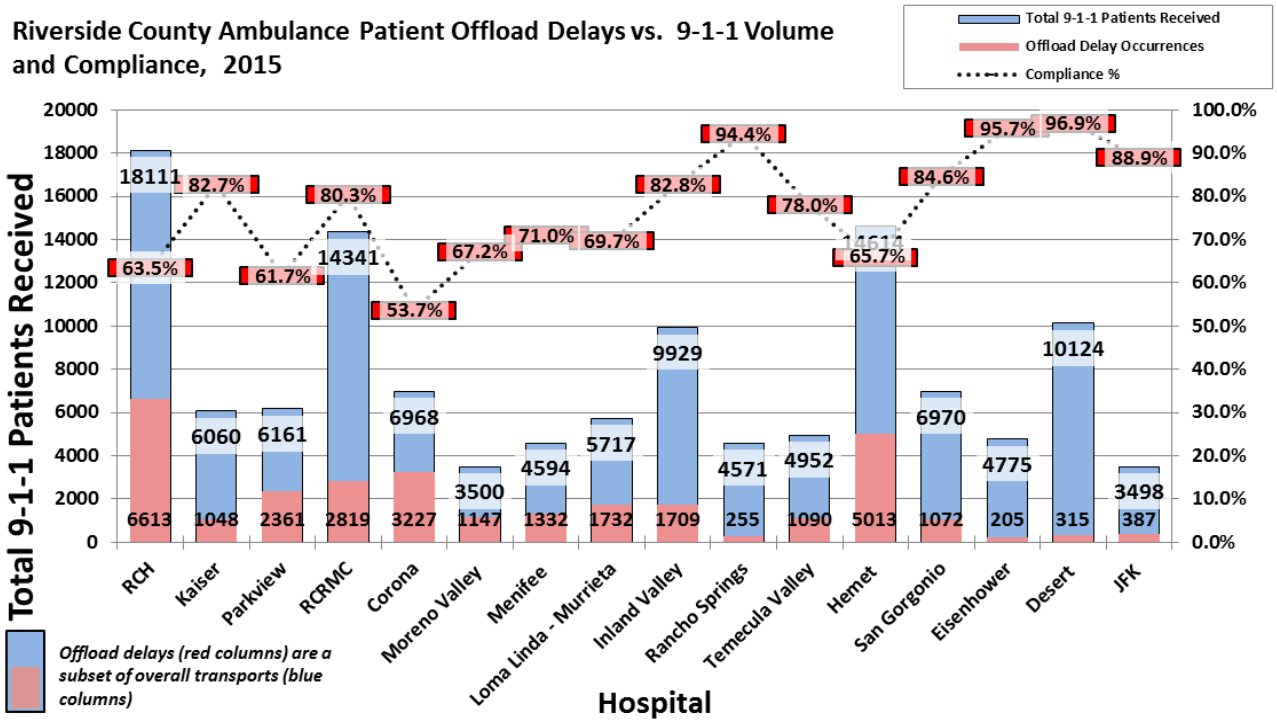
HOSPITALS

On April 1, 2014 Riverside County started its stroke receiving center system allowing ambulance providers to transport patients suffering from strokes to designated stroke centers. The following hospitals are currently designated as stroke receiving centers for Riverside County: Desert Regional Medical Center, Eisenhower Medical Center, Kaiser Moreno Valley Medical Center, Kaiser Riverside Medical Center, Riverside Community Hospital, Riverside County Regional Medical Center, Parkview Community Hospital, Corona Regional Medical Center, Inland Valley Medical Center, Rancho Springs Medical Center, and Temecula Valley Hospital.

Riverside County has had a ST-Elevation Myocardial Infarction (STEMI) System in place since February 2008, which allows ambulance providers to transport patients suffering from STEMIs to designated STEMI Receiving Centers. A STEMI is a type of heart attack that can be identify by paramedics using 12-lead electrocardiograms in the field. The following hospitals are currently designated as STEMI Receiving Centers for Riverside County: Desert Regional Medical Center, Eisenhower Medical Center, John F. Kennedy Memorial Hospital, Loma Linda University Medical Center – Murrieta, Riverside Community Hospital, and Temecula Valley Hospital.

Ambulance Patient Offload Delay (APOD) data presented to EMCC shows that ambulance transports and APOD times have increased for 2015. For AMR, the primary contracted 9-1-1 ambulance provider, occurrences of ambulance patient offload delays totaled 30,265 for 2015 which has increased by 1271 (four percent) from 2014. Additionally, APOD delay hours went from 14,039 in 2014 to 15,385 (nine percent) in 2015. The following chart provides information on APOD compliance for 2015. On May 1, 2015 the APOD Regional Taskforce initiated a regional redirection pilot program in an effort to reduce APODs exceeding 90 minutes. Other efforts to reduce APOD hours included promoting the increased use of FirstWatch's Transfer of Care Module among hospitals and various hospitals implementing patient throughput projects. While these efforts have reduced APOD over 90 minutes, much more still needs to be done to address this complex problem.

Attachment: EMCC BOS Report Final (2640 : EMCC Annual Report)



MEDICAL CONTROL

EMS medical control is maintained through REMSA's Policy Manual and through on-line medical direction with base hospitals. REMSA regularly updates their Policy Manual to keep the system abreast of new developments and improvements in the industry, with policy changes being reviewed and approved by PMAC and EMCC as appropriate. The 2015 Policy Manual reflected changes suggested by the Policy Review Forum and PMAC throughout 2014, and train-the-trainer sessions were held to ensure widespread consistent interpretation and application of the policy manual changes. Additionally, Base Hospital physicians and MICNs are required to undergo training to ensure familiarity with Riverside County Prehospital protocols.

DATA COLLECTION AND EVALUATION

The Request for Proposal (RPF) was awarded to ImageTrend for a Patient Care Report (ePCR) system for Riverside County's EMS providers and an agreement was signed by the Board of Supervisors on June 16, 2015. ImageTrend Elite, the Electronic Patient Report (ePCR) system will be initiated in July of 2016. On October 1, 2015 REMSA switched to an on-line credentialing program using ImageTrend's License Management System (LMS) and EMTs, paramedics and Mobile Intensive Care Nurses (MICNs) will no longer mail applications or come to REMSA's office for the processing of their credentials.

REMSA has participated in the California EMS Authority's Core Measures project since it began in 2013, and has submitted data for the years 2010, 2011, 2012, 2013 and 2014. Data for 2015 was submitted in March 2016. This data will allow Riverside County's EMS system to analyze and compare EMS related patient care outcomes for system-wide improvements.

Attachment: EMCC BOS Report Final (2640 : EMCC Annual Report)

PUBLIC INFORMATION AND EDUCATION

Due to the many organizations that train members of the public on first aid and CPR it is difficult to attain accurate numbers of laypersons trained in first aid and CPR. Several organizations in Riverside County support American Heart Association's hands only CPR training for the public and a reported total of 9,214 people were trained in hands only CPR for 2015. Additionally, Riverside County trauma centers and Riverside County University Health System Public Health provides injury prevention and outreach events annually.

Senate Bill No. 287 was signed into law and beginning January 1, 2017 requiring newly constructed and renovated commercial buildings with maximum occupancies exceeding 200 to have Automatic External Defibrillators (AEDs). Additionally, there have been modifications to associated laws with the intent to decrease legal liabilities for using AEDs.

DISASTER RESPONSE

On Public Health Emergency Preparedness and Response (PHEPR) Branch representatives provide reports on disaster preparedness activities and actual events at EMCC's quarterly meetings. On July 1, 2016 REMSA, PHEPR and County Fire Department Office of Emergency Services (OES) merged to form Emergency Management Department (EMD). The formation of EMD would put the coordination of all Riverside County disaster activities under one department. There were several exercises throughout 2015 focusing on the evacuation of a skilled nursing facility, pediatric disaster response, and a regional patient movement plan. Additionally, EMD staff worked on preparedness for a possible Ebola outbreak and an El Nino event for 2016.

CONCLUSION

The EMCC membership allows representatives from diverse EMS system stakeholder organizations to review and discuss Riverside County's EMS system; this thereby facilitates broad collaborative recommendations for system-wide improvement. The EMCC recommends continued efforts in developing solutions to the ambulance patient offload delay problem and on the coordination of public education events that focus on community readiness.
We thank the Board of Supervisors for their continued support in improving Riverside County's EMS system.

Attachment: EMCC BOS Report Final (2640 : EMCC Annual Report)

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

Item **3.13**

SUBMITTAL DATE:
September 30, 2016

FROM : ENVIRONMENTAL HEALTH:

SUBJECT: Adoption of Ordinance 650.6, an Ordinance of the County of Riverside amending Ordinance 650 regarding the discharge of sewage in the unincorporated areas of the County.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Adopt Riverside County Ordinance 650.6, an ordinance of the County of Riverside amending Ordinance No. 650, which governs the discharge of sewage in the unincorporated areas of the County.
2. Waive further reading of the ordinance.

BACKGROUND:

Summary

Riverside County Ordinance 650 governs the discharge of sewage in the unincorporated areas, including the requirements for the construction and maintenance of Onsite Wastewater Treatment Systems (OWTS), also referred to as septic systems. On September 27, 2000, Assembly Bill 885 was signed into law, requiring the State Water Resources Control Board (SWRCB) to adopt standards or regulations for the permitting and operation of OWTS by January 1, 2004. Draft standards were released in 2005, but not adopted due to opposition from the public and interest groups

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	$ 0	$ 0	$ 0	$ 0
NET COUNTY COST	$ 0	$ 0	$ 0	$ 0
SOURCE OF FUNDS: N/A			Budget Adjustment: No	
			For Fiscal Year: N/A	

C.E.O. RECOMMENDATION: **Approved**

BACKGROUND:

Summary (continued)

In 2011, a lawsuit was filed against SWRCB for failure to act. This resulted in the adoption of Resolution 2012-0032, the statewide policy also known as the "OWTS Policy," on June 19, 2012, with an effective date of May 13, 2013. The purpose of the policy is to allow the continued use of OWTS, while protecting water quality and public health. The Policy establishes a statewide, risk-based, tiered approach for the regulation and management of OWTS installations and replacements and sets the level of performance and protection

expected from OWTS. Under this Policy, OWTS are classified into Tiers 0-4. Tier 0 is an existing properly functioning OWTS; Tier 1 is considered low risk due to its location and design; Tier 2 allows for OWTS to be installed in areas unsuitable for a Tier 1 by applying alternative methods to achieve the same level of protection; Tier 3 OWTS involve areas near impaired water bodies and are under the jurisdiction of the SWRCB; Tier 4 OWTS are in failure and require corrective action.

Currently, Riverside County Environmental Health approves many new and replacement OWTS which would fall into the Tier 2 category. Tier 2 OWTS allow alternative methods, such as advanced treatment, seepage pits and alternative lot densities to achieve the same level of protection as a Tier 1. Many of the unique and challenging geologic conditions in the County require specialized siting, construction and maintenance of OWTS that can only be achieved under Tier 2. To be in compliance with this Policy, and to be able to retain our oversight and approval of Tier 2 OWTS in Riverside County, local authorities such as Environmental Health, are required to submit a Local Agency Management Program (LAMP) to the SWRCB for approval by May, 2016. Without an approved LAMP, Riverside County would be limited to Tier 1 OWTS approvals only, beginning in May 2018, greatly impacting many homeowners, developers and businesses.

The Department has developed a LAMP which was submitted to the SWRCB for review. Amendments to Ordinance 650 were necessary to incorporate the language of the Policy and ensure the Department meets the Policy guidelines for the regulation, approval, and enforcement of OWTS within unincorporated areas of the County and cities which contract with Environmental Health for these services.

The amendment also implements new registration requirements for Qualified Service Providers (QSP) and Professionals of Record (PR). A QSP performs activities related to OWTS, including performing percolation tests and certifying the performance of OWTS, consistent with the LAMP. A PR is certified by the State of California as a Professional Engineer (PE), Professional Geologist (PG) or Registered Environmental Health Specialist (REHS) qualified to design OWTS consistent with the LAMP. The Department currently maintains a courtesy list of QSPs and PRs. Implementing a registration for these professionals will be consistent with other professional registrations currently in place such as well drillers, backflow testers, and body art practitioners. It will also provide an enforcement mechanism for professionals who do not perform their duties in a manner consistent with the LAMP or this Ordinance.

Impact on Residents and Businesses

The approval of the ordinance amendments will allow the Department to continue its approval process for residents and businesses in the unincorporated areas of the county and contracted cities while complying with the State OWTS Policy. The QSP and PR registration will ensure that the residents and businesses utilizing OWTS have the benefit of a professional who has specific training in OWTS design, installation and maintenance to comply with the LAMP. The Department anticipates minimal staff time required to monitor the professional registration

performance and qualifications, but may need to return to the Board at a later date to propose a minimal registration fee to cover these costs, if necessary.

ORDINANCE NO. 650.6

AN ORDINANCE OF THE COUNTY OF RIVERSIDE AMENDING ORDINANCE NO. 650 REGULATING THE DISCHARGE OF SEWAGE IN THE UNINCORPORATED AREAS OF THE COUNTY OF RIVERSIDE AND INCORPORATING BY REFERENCE ORDINANCE 725

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

Section 1. Ordinance No. 650 is amended in its entirety as follows:

FORM APPROVED COUNTY COUNSEL
BY: ERIC STOPHER DATE 10/4/16

ORDINANCE 650

"AN ORDINANCE OF THE COUNTY OF RIVERSIDE REGULATING THE DISCHARGE OF SEWAGE IN THE UNINCORPORATED AREAS OF THE COUNTY OF RIVERSIDE AND INCORPORATING BY REFERENCE THE RIVERSIDE COUNTY LOCAL AGENCY MANAGEMENT PROGRAM (LAMP)

SECTION 1. PURPOSE AND INTENT.

New legislation was adopted by the State Water Resources Control Board in an effort to protect water quality and public health by establishing regulations for the installation, replacement, and performance of Onsite Wastewater Treatment Systems (OWTS). The County has incorporated these changes into its Local Agency Management Program (LAMP). The purpose of this Ordinance is to provide for the enforcement of the provisions of the LAMP in accordance with state laws.

SECTION 2. DEFINITIONS.

A) "**Alternative Treatment System**" or "**Alternative OWTS**" or "**ATU**" shall mean any OWTS that does not meet the criteria of a conventional OWTS, but is allowed under conditions specified by the Department.

Attachment: Ordinance 650.6 Rev. 10-6-16 Final (1930 : 650 Amendment Adoption)

B) **"Approval"** shall mean the written approval by the Director or his designated representative of a plan to install, construct, reconstruct, convert or alter any OWTS which discharges or disposes of sewage, sewage effluent, or non-hazardous waste.

C) "**Construction Permit**" shall mean a permit issued by the Department authorizing the permittee to install, construct, reconstruct, convert or alter any OWTS.

D) "**Conventional Septic System**" shall mean an OWTS consisting of a septic tank and Department approved subsurface gravity dispersal system.

E) **"Critical Area"** shall mean those areas determined to be difficult for installation of an OWTS due to, but not limited to one or more of the following: lot size, seasonal groundwater, slope, poor soil conditions or impaired water basins.

F) "**Department**" shall mean the Riverside County Department of Environmental Health.

G) **"Director"** shall mean the Director of the Department of Environmental Health or his or her designated representative.

H) "**Dispersal System**" shall mean a leach field, seepage pit, subsurface drip field, or other type of system for final wastewater treatment and subsurface discharge.

I) **"Failure"** shall mean a condition of an OWTS that threatens public health or water quality by creating a potential for direct or indirect contact between sewage and the public. Examples of failure include:

1. Sewage leaking to ground surface or groundwater;
2. Sewage backing up into a structure caused by slow OWTS soil absorption of septic tank effluent;
3. Inadequately treated sewage causing pollution of groundwater or surface water;
4. Noncompliance with standards stipulated in the permit issued for the OWTS based upon the protection of human health, water quality and the environment.

Attachment: Ordinance 650.6 Rev. 10-6-16 Final (1930 : 650 Amendment Adoption)

J) **"Holding Tank"** shall mean a sewage facility, of a temporary nature, that has no means of discharge and requires periodic maintenance and shall have a renewable operating permit issued by the Department.

K) **"LAMP"** shall mean Local Agency Management Program. This program implements local standards for new and replacement OWTS consistent with the OWTS Policy adopted by the State Water Resources Control Board on June 19, 2012.

L) **"Major Repair"** shall mean OWTS improvements or corrective work where such improvements involve the replacement, enlargement, or modification of a septic tank, treatment unit, or dispersal system (excluding non-perforated distribution pipes), regardless of whether or not a failure condition exists. Such repairs shall require a construction permit from the Department.

M) **"Onsite Wastewater Treatment System(s)"** or **"OWTS"** shall mean any individual onsite wastewater treatment, pretreatment and dispersal system including, but not limited to, a conventional or alternative OWTS having a subsurface discharge.

N) **"Operating permit"** shall mean an annual permit issued by the Department authorizing the permittee to operate an OWTS.

O) **"Permit"** shall mean either a construction permit or operating permit as defined within this section.

P) **"Person"** shall mean any individual, firm, association, organization, partnership, business trust, corporation, company, State agency or department, or unit of local government.

Q) **"Professional of Record"** or **"PR"** means an individual certified by the State of California as a Professional Engineer (PE), Professional Geologist (PG) or Registered Environmental Health Specialist (REHS) who has accepted responsibility for the design of the OWTS including any required grading. The Professional of Record will have affixed his/her signature and stamp to the system plans and plan proposal.

Attachment: Ordinance 650.6 Rev. 10-6-16 Final (1930 : 650 Amendment Adoption)

R) **"Qualified Service Provider"** or **"QSP"** is a California State Licensed Contractor with knowledge and competency in OWTS design, construction, operation, maintenance and monitoring through experience and/or education. A qualified service provider must meet certification requirements as established by the Director and be currently registered with the Department as a QSP.

S) **"Soil"** is the naturally occurring body of porous mineral and organic materials on the land surface, and is composed of unconsolidated materials above bedrock. Soil is composed of sand-sized, silt-sized, and clay-sized particles mixed with varying amounts of larger fragments and organic material. The various combinations of particles differentiate specific soil textures identified in the USDA Soil Classification Chart. For the purposes of this Ordinance, soil shall contain earthen material having more than 50% of its volume composed of particles smaller than 0.08 inches (2 mm) in size.

T) **"Sewage"** or **"Sewage Effluent"** shall mean waste as defined in Section 5410(a), California Health and Safety Code.

U) **"Sewage Facilities"** shall mean OWTS, sanitary sewer connections, holding tanks, alternative systems or other methods of disposing of sewage as approved by the Director.

V) **"System Certification"** is an expression of professional opinion that the OWTS, or its components, meet industry standards that are the subject of the certification but do not constitute a warranty or guarantee, either expressed or implied. System certifications shall be performed by a Qualified Service Provider using forms and procedures established or approved by the Director.

W) **"Weathered Bedrock"** is rock that has been exposed to the atmosphere at or near the earth's surface and changed in color, texture, composition, firmness, and/or form as a result of the exposure with little or no transport of loosened or altered material. For purposes of this Ordinance, weathered bedrock is not soil.

Attachment: Ordinance 650.6 Rev. 10-6-16 Final (1930 : 650 Amendment Adoption)

SECTION 3. GENERAL REQUIREMENTS FOR OWTS APPROVAL AND CONSTRUCTION PERMIT.

A) No person shall erect, construct, rebuild, convert or alter any plumbing system designed for the discharge or disposal of sewage or sewage effluent unless he has first obtained a written approval for such purpose from the Director. In designated areas of Riverside County, this approval shall also constitute a construction permit.

B) OWTS design, installation, construction and operation shall be in compliance with the LAMP and the minimum standards of the most recent edition of the Uniform Plumbing Code. Such requirements may be amended from time to time.

C) No OWTS will be approved nor application for OWTS processed where connection to a sanitary sewer is a practical option.

SECTION 4. APPLICATION REVIEW PROCESS FOR OWTS APPROVAL

A) Any person desiring approval of an OWTS shall submit an application on a form to be provided by the Department. Such application shall be accompanied by a fee as required in Riverside County Ordinance No. 640 and as amended. The application shall contain the following information:

1) Name and address of applicant.

2) Location of the proposed installation or reconstruction.

3) A scaled, engineered contoured plot plan describing the proposed construction or alteration in sufficient detail to enable the Director to determine whether the proposed installation or alteration is in compliance with the LAMP and this Ordinance. All drawings must be made on a scale not less than 1"=40'.

4) Percolation test results, if required, as described in the LAMP.

5) A groundwater/bedrock evaluation, if required, as described in the LAMP.

B) Initial Application Review

Attachment: Ordinance 650.6 Rev. 10-6-16 Final (1930 : 650 Amendment Adoption)

1) All applications for conventional OWTS shall be approved or denied, in whole or in part, within fifteen (15) working days after the date of filing.

2) Applications for Alternate OWTS shall be approved or denied, in whole or in part, within thirty (30) working days after the date of filing.

3) If an application is denied, in whole or in part, the applicant may amend the application and submit the amended application within 1 year of the original submittal date. Resubmitals received after one year shall be considered a new application and subject to new application fees.

C) Revocations of Approvals or Permits

1) An approval or permit may be revoked by the Director for failure of the applicant to provide proper, complete and accurate information regarding site conditions for a proposed OWTS.

2) An approval or permit previously granted may be rescinded if soil conditions change significantly prior to construction in a manner that would affect the proper operation of an OWTS or the Director determines that exigent circumstances exist which demonstrate a threat to the public health or safety.

D) Appeals Process

1) Any person whose application for an approval or permit has been denied, in whole or in part, or entire approval or permit has been revoked may appeal this action to the Director. The person shall file with the Department a written request for a hearing setting forth the grounds for the request within ten (10) working days from the date the permit application was denied or revoked. Failure to submit the request within the timeframe specified will be deemed a waiver of the right to such hearing.

2) Hearing Procedure. The Hearing Officer shall be the Director or the Director's designee. The hearing shall be set for a date within ten (10) working days from the date

Attachment: Ordinance 650.6 Rev. 10-6-16 Final (1930 : 650 Amendment Adoption)

the written request is received by the Department unless extended at the request of the petitioner. At the time and place set for the hearing, the Hearing Officer shall give the petitioner and other interested persons, adequate opportunity to present any facts pertinent to the matter at hand and to show cause why the permit or application should not be denied. The Hearing Officer may, when deemed necessary, continue any hearing by setting a new time and place and by giving notice to the petitioner of such action. At the close of the hearing, or within ten (10) working days thereafter, the Hearing Officer shall provide a written notice of disposition of the permit application or permit, notifing the petitioner of the Hearing Officer's final determination.

E) OWTS Installation

1) The installation shall be performed in a manner that is consistent with the approved plan design. In the event that conditions on site prevent the installation or function of the OWTS as designed, a revised design plan must be submitted to and approved by the Department prior to installation.

2) Construction Inspection. All OWTS shall require a construction inspection and final approval by either the Department or the Department of Building and Safety prior to use.

SECTION 5. OPERATING PERMITS FOR ALTERNATIVE OWTS.

A) All new Alternative OWTS shall require a QSP maintenance agreement and an annual operating permit.

B) Alternative OWTS shall be inspected yearly by a QSP, unless otherwise specified by the manufacturer or the Department.

C) Renewal of subsequent operating permits shall be completed by the property owner or agent on or before the expiration date and shall include evidence of a current QSP maintenance agreement and annual evaluation/inspection report.

Attachment: Ordinance 650.6 Rev. 10-6-16 Final (1930 : 650 Amendment Adoption)

D) Within 60 days of a change of ownership, the new owner or owners must transfer the operating permit into his, her or their names, using forms provided by the Department.

E) Every alternative OWTS subject to this Section shall be subject to inspection by the Department to assure it is operating in a satisfactory manner.

SECTION 6. PROFESSIONAL OF RECORD AND QUALIFIED SERVICE PROVIDER REGISTRATION.

A) Only those individuals who are registered as a PR with the Department may perform percolation tests or other specialized testing as described in the LAMP.

B) Only those individuals who are registered as a QSP with the Department may certify an OWTS as described in the LAMP.

C) Revocation of Registration. PR and QSP registration may be revoked for cause by the Director. Examples of reasons for revocation include but are not limited to the following:

1) Failure to maintain the required professional registrations in good standing.

2) Failure to conduct business in a manner consistent with the ethics of the profession and this Department.

3) Failure to conduct activities in a manner consistent with the LAMP.

4) Failure to pay the required registration fee.

D) Appeal of revoked registration. An appeal for reinstatement of registration may be made in writing to the Director. The appeal must state why the registration should be reinstated and provide facts showing that all reasons for the revocation have been remedied. Upon receipt of the written appeal, the Director shall schedule a hearing with the appellant within 20 working days to review the facts and hear reasons why the registration should be reinstated. At the conclusion of the hearing, or within 10 working days, the Director shall issue a written decision to the appellant.

SECTION 7. FEES.

Attachment: Ordinance 650.6 Rev. 10-6-16 Final (1930 : 650 Amendment Adoption)

A) The fees required to obtain an approval under the provisions of this Ordinance shall be as specified in Riverside County Ordinance No. 640. Such fees may be waived in cases where corrective or replacement work is being undertaken to replace property damaged or destroyed in a disaster recognized in a resolution adopted by the Board of Supervisors.

B) Annual Operating Permit Fees. Prior to the issuance or annual renewal of an operating permit, fees shall be paid as specified in Riverside County Ordinance No. 640.

C) Qualified Service Provider and Professional of Record Registration Fees. Prior to issuance or annual renewal of a QSP or PR, registration fees shall be paid as specified in Riverside County Ordinance No. 640. Registration is non-refundable, non-transferable, and shall expire on December 31st of each year. Any change or lapse in registration shall require the completion of a new QSP or PR registration application and fee.

SECTION 8. OWTS FAILURE.

A) It shall be unlawful for any person to discharge or deposit or cause or permit to be discharged or deposited any sewage, sewage effluent or non-hazardous waste whether treated or untreated in or upon any unincorporated territory of the County of Riverside, including any deposit or discharge of sewage into streams or bodies of water above or below the ground. When sewage is overflowing or being discharged upon the surface of any premises, the Director may order the owner of the premises or occupants thereof who contribute to such overflow or discharge to abate the same forthwith.

B) It shall be unlawful for any person to install or alter plumbing facilities or drainage systems for the discharge or deposit of any sewage, sewage effluent, or non-hazardous waste from any dwelling, house or building or appurtenance thereof in or upon unincorporated territory of the County of Riverside, or into streams or bodies of water above or below the surface where the same is, or may be carried through, or upon, unincorporated territory of said County, without first securing an approval and permit from the Department.

Attachment: Ordinance 650.6 Rev. 10-6-16 Final (1930 : 650 Amendment Adoption)

C) It shall be unlawful for any person to install any structure or paving in the areas identified for OWTS tank access or the primary and expansion dispersal area.

D) In the event an OWTS is determined to be in failure by the Director, an order shall be given to abate the failure.

E) The property owner, agent or occupant shall be given a notice and reasonable time to abate the stated failure. If the OWTS failure is contributing to an immediate hazard or contamination to a public access or body of water, immediate remedy shall be required.

F) If the determination is made that connection to sanitary sewer is an option, the property owner shall be required to connect to sewer within a timeframe as determined by the Director.

G) If a determination of an immediate hazard is made by the Director, which could potentially contaminate a body of water or public area, such as but not limited to sewage effluent flow onto a public roadway, culvert, drainage ditch, dry or active stream or river bed, the property owner, agent and/or occupant must take measures to abate the failure immediately.

H) When reasonable effort to contact the owner, agent, or occupant is unsuccessful, or upon refusal to abate the OWTS failure, the Director may designate it an imminent hazard to health and safety and may abate the failure. Those remedies include, but are not limited to, the Department contracting to pump a septic tank to eliminate discharge; shutting off water to eliminate sewage discharge; providing alternate means of waste disposal, such as portable toilets or other means deemed necessary to abate the nuisance. Further, the Department may recover the cost for abating the nuisance and its enforcement activities as provided for in Riverside County Ordinance No. 725.

I) The property owner, agent, or occupant may be required to secure a System Certification by a Qualified Service Provider as part of the abatement process.

Attachment: Ordinance 650.6 Rev. 10-6-16 Final (1930 : 650 Amendment Adoption)

J) Any and all component failures, deficiencies, or malfunctions identified by the System Certification shall be repaired. Any and all major repairs are subject to the approval process as described in Section 3.

SECTION 9. ENFORCEMENT AND ADDITIONAL REMEDIES, PENALTIES, AND PROCEDURES.

A) It shall be the duty of the Director or his agents to enforce the provisions of this Ordinance.

B) The additional remedies, penalties, and procedures for violations of this Ordinance and for recovery of costs related to enforcement provided for in Riverside County Ordinance No. 725 are incorporated into this section by reference.

SECTION 10. VIOLATIONS.

A) Any person violating any provision of this Ordinance shall be deemed guilty of an infraction or misdemeanor as hereinafter specified. Such person shall be deemed 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, continued or permitted. Any person convicted of a violation of this ordinance shall be: (1) guilty of an infraction offense and punished by a fine not exceeding one hundred dollars ($100.00) for a first violation; (2) guilty of an infraction offense and punished by a fine not exceeding two hundred dollars ($200.00) for a second violation on the same site. The third and any additional violations on the same site shall be punishable by a fine not exceeding five hundred dollars ($500.00) or six (6) months in jail, or both.

B) Notwithstanding the above, a first offense may be charged and prosecuted as a misdemeanor. Payment of any penalty herein shall not relieve any person from the responsibility for correcting the violation.

SECTION 12. PUBLIC NUISANCE DECLARATION.

Attachment: Ordinance 650.6 Rev. 10-6-16 Final (1930 : 650 Amendment Adoption)

In addition, any violation of this Ordinance is hereby declared to be a public nuisance and may be abated by the Director or his duly authorized agent irrespective of any other remedy hereinabove provided.

SECTION 13. SEVERABILITY.

If any provision, clause, sentence, or paragraph of this Ordinance or the application thereof to any person, establishment or circumstances shall be held invalid, such invalidity shall not affect the other provisions or application of the 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 2. This Ordinance shall take effect 30 days after the date of adoption.

Adopted: 650 Item 9.1 of 02/02/1988 (Eff: 04/03/1988)
Amended: 650.1a Item 3.7 of 06/13/1989 (Eff: 07/13/1989)
650.1 Item 3.11 of 03/28/1989 (Eff: 04/27/1989)
650.2 Item 3.4 of 03/20/1990 (Eff: 04/19/1990)
650.3 Item 3.11 of 06/26/1990 (Eff: 07/26/1990)
650.4 Item 3.1 of 12/07/1993 (Eff: 12/07/1993)
650.5 Item 16.1 of 05/16/2006 (Eff: 06/15/2006)

Attachment: Ordinance 650.6 Rev. 10-6-16 Final (1930 : 650 Amendment Adoption)

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

Item **3.14**

SUBMITTAL DATE: October 20, 2016

FROM : FIRE DEPARTMENT:

SUBJECT: Authorization to accept donation of two (2) NABI Buses from Riverside Transit Agency. [$0] District: All

RECOMMENDED MOTION: That the Board of Supervisors authorize and accept the donation of one (1) 2002 NABI Bus #2215 VIN 1N90401532A140507 and one (1) 2002 NABI Bus #2218 VIN 1N90401532A140510 from the Riverside Transit Agency.

Policy

BACKGROUND:
Summary
Continued on Page 2

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	$ 0.00	$ 0.00	$ 0.00	$ 0.00
NET COUNTY COST	$ 0.00	$ 0.00	$ 0.00	$ 0.00

SOURCE OF FUNDS: N/A

Budget Adjustment: No
For Fiscal Year: 16/17

C.E.O. RECOMMENDATION: Approve

BACKGROUND:
Summary (continued)
The Riverside Transit Agency proposes to donate two (2) NABI 40 passenger buses to Riverside County Fire Department. Advanced Extrication Tech is an authorized vendor with the County of Riverside Auditor Controller's Office and they will be funding the transfer of these vehicles to the Ben Clark Training Center; therefore, there is no cost to the County of Riverside. The Riverside County Fire Department will not have any future cost for maintenance and/or repair of these buses since the plan is not to operate these buses. All combustible fluids (CNG, motor oil, gasoline, etc.) will be removed by RTA before delivering to BCTC and the intent of these buses is to leave stationary and perform extrication and rescue drills.

The transfer of these vehicles is beneficial for the Riverside County Fire Department as well as the surrounding Cities and Unincorporated areas. The buses will be used at Ben Clark Training

Center (BCTC) for training purposes. The transfer of title will ensure that these buses will be available for the training of the students and staff attending the training center. Per DMV protocol, RTA will be returning the license plates to the DMV before delivering buses to BCTC.

2002 NABI #2215	License No. 1316240	VIN 1N90401532A140507
2002 NABI #2218	License No. 1316243	VIN 1N90401532A140510

Impact on Residents and Businesses

The transfer of these vehicles is beneficial for the Riverside County Fire Department as well as the surrounding Cities and Unincorporated areas. The buses will be used at Ben Clark Training Center (BCTC) for training purposes. The transfer of title will ensure that these buses will be available for the training of the students and staff attending the training center.

SUPPLEMENTAL:

Additional Fiscal Information

Advanced Extrication Tech is an authorized vendor with the County of Riverside Auditor Controller's Office and they will be funding the transfer of these vehicles to the Ben Clark Training Center; therefore, there is no cost to the County of Riverside. The Riverside County Fire Department will not have any future cost for maintenance and/or repair of these buses since the plan is not to operate these buses. All combustible fluids (CNG, motor oil, gasoline, etc.) will be removed by RTA before delivering to BCTC and the intent of these buses is to leave stationary and perform extrication and rescue drills.

Contract History and Price Reasonableness

N/A

Riverside Transit Agency
1825 Third Street
P.O. Box 59968
Riverside, CA 92517-1968
Phone: (951) 565-5000
Fax: (951) 565-5001

September 26, 2016

Chief Joshua Janssen
Riverside County Fire Department
Ben Clark Training Center
16902 Bundy Ave
Riverside, CA 92518

RE: Transfer of Vehicle: No. 2215 - VIN# 1N90401532A140507 and No. 2218 - VIN # 1N90401532A140510 – 2002 NABI Buses - Forty Passenger Vehicles

Dear Chief Janssen:

The Riverside Transit Agency (RTA) has a policy for the transfer of surplus vehicles to governmental and non-profit organizations. Your firm's request for a vehicle transfer has been reviewed and approved.

As a condition to receiving the vehicle, your agency agrees not to sell, assign, lease, give, or otherwise transfer use of ownership of the vehicle for a period of one year, without the written consent of the RTA.

The vehicles are provided "as is", "where is", and "with all faults" to your organization. No warranties, expressed or implied, are made as to the fitness or quality. Your firm agrees to indemnify and hold harmless the Riverside Transit Agency from any and all claims arising from the possession, use, and/or operation of the vehicles. In addition, your agency further agrees to pay ALL registration and/or licensing fees necessary for the legal transfer and registration of the donated vehicles. This includes, but is not limited to, smog inspection/certification, vehicle repairs, etc. The transfer of the vehicle' ownership must be completed within ten (10) calendar days as required by the California Department of Motor Vehicles.

Attachment: Vehicle Transfer Contract - Riverside Co Fire - Ben Clark (2728 : RTA Asset Donations - 2 NABI Buses)

By signing this letter, your agency agrees to abide by all conditions set forth herein. It is important that you sign and return this letter on or before October 31, 2016. Please ensure you contact this office if you are not able to comply with this request. Upon receipt of the signed letter the Riverside Transit Agency will confirm your transfer date.

If you have any questions regarding the conditions of the vehicle transfer, or the program in general, please feel free to contact the undersigned at (951) 565-5044.

Sincerely,
RIVERSIDE TRANSIT AGENCY

Tammi Ford
Executive Assistant to the CEO
Clerk of the Board of Directors

/tf

Riverside County Fire Department agrees to abide by the terms stated in this letter:

_____ _____
Signature of Authorized Agent Date

_____
Name and Title of Authorized Agent

Attachment: Vehicle Transfer Contract - Riverside Co Fire - Ben Clark (2728 : RTA Asset Donations - 2 NABI Buses)

Riverside Transit Agency
1825 Third Street
P.O. Box 59968
Riverside, CA 92517-1968
Phone: (951) 565-5000
Fax: (951) 565-5001

Attachment: Minute Order - Riverside Co Fire - Ben Clark (2728 : RTA Asset Donations - 2 NABI Buses)

MINUTE ORDER

BOARD OF DIRECTORS REGULAR MEETING

SEPTEMBER 22, 2016

The undersigned duly qualified Clerk of the Board of Directors of the Riverside Transit Agency certifies that the following is a true and correct record of the unanimous action taken by the RTA Board of Directors at their meeting of September 22, 2016:

- Authorize the transfer of two (2) surplus 2002 NABI transit buses to the Riverside County Fire Department, Ben Clark Training Center.

9/23/16
Date

Tammi Ford
Clerk of the Board of Directors

(RTA SEAL)

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

SUBMITTAL DATE:
October 19, 2016

FROM : HUMAN RESOURCES:

SUBJECT: Approve and execute the Professional Services Agreement for with Aerotek Scientific, LLC for Temporary Staffing Services without seeking competitive bids for two years. [District: All] [Total Cost: $800,000] [Source of Funds: Departmental Budgets (RUHS)]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and execute the Agreement with Aerotek Scientific, LLC for temporary staffing services without seeking competitive bids for $400,000 annually for two years to be supplied to the Human Resources Department Temporary Assignment Program; and

2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved by County Counsel to: sign amendments that do not change the substantive terms of the Agreement; and sign amendments to the compensation provisions that do not exceed 10% annually.

Policy

Michael Stock
Michael Stock, Assistant CEO/Director of Human Resources 10/24/2016

BACKGROUND:

Summary

The Temporary Assignment Program (TAP) provides temporary staffing to County agencies and departments. In certain circumstances, TAP may require additional resources to be obtained from outside staffing agencies to meet departments' needs in a timely manner.

The Riverside University Health System (RUHS) has been utilizing TAP services to supply contingent labor for its revenue cycle staff related to the implementation of the EPIC system. TAP has been working with RUHS to supply resources recruited by TAP, but the quantity needed for this effort exceeds TAP's capacity to fill these critical requests for RUHS. TAP has requested its existing back-up staffing vendors awarded through RFP (HRARC-055) in FY 13/14 to supply the additional labor, however, these

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

vendors have not been able to supply the specialized resources needed for RUHS revenue cycle needs. For this reason, additional vendor capacity is needed from Aerotek, a vendor with the required resources available. RUHS requires additional staffing providing staffing services for: 1) patient accounts, 2) medical records, 3) case management, 4) patient access, 5) FQHC billing and patient access, and 6) all other revenue cycle areas as needed.

This request has additional urgency in that revenue accounts have a limited collection window that diminishes with the passage of time, therefore, taking time to conduct an RFP would decrease viable collection monies to the County, warranting implementation of this sole source agreement since a vendor with available specialized resources has been identified.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	$ 400,000	$ 400,000	$ 800,000	$0
NET COUNTY COST	$ 0	$ 0	$ 0	$0
SOURCE OF FUNDS: Source of funds is departments utilizing services, RUHS. No additional funding is being requested.			**Budget Adjustment:** No	
			For Fiscal Year: 16/17 & 17/18	

C.E.O. RECOMMENDATION: [CEO use]

Impact on Residents and Businesses

No impact on residents and businesses.

Contract History and Price Reasonableness

In FY 13/14, County Purchasing and Fleet Services issued a formal Request for Proposal (RFP) HRARC-055 on behalf of the Human Resources Department to obtain competitive proposals from qualified bidders for staffing services to supplement the Temporary Assignment Program's ability to fill temporary labor requests throughout the County. RFP's were sent to forty (40) potential bidders and advertised on the County Purchasing website. Eleven (11) responses were received and evaluated according to the criteria listed in the RFP including: overall responsiveness and understanding to the RFP requirements, experience and ability, cost/fees, references, financials, clarification, exception, deviation and credentials, resumes, licenses, and certifications. The evaluation committee was made up of representatives from the Human Resources Department. Vendors were awarded, however, Aerotek was not among those awarded in the RFP. Existing awarded vendor contracts run through FY 17/18. This new agreement with Aerotek will expire when the agreement with the other vendors awarded from

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

RFP HRARC-055 expires, and a new RFP will be conducted.

ATTACHMENTS:

ATTACHMENT A. CONTRACT AGREEMENT WITH AEROTEK SCIENTIFIC, LLC

ATTACHMENT B. SOLE SOURCE AGREEMENT

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

FORM 11: Automatically repeats SUBJECT from Page 1
DATE: Automatically repeats SUBMITTAL DATE from Page 1

Lisa Brandl
Lisa Brandl, Director of Purchasing and Fleet Services 10/24/2016

Human Resources Department
Michael T. Stock
Assistant County Executive Officer/
Human Resources Director

MEMORANDUM

Date: October 19, 2016

From: Michael T. Stock
Assistant CEO/HR Director

To: Board of Supervisors/Purchasing Agent

Via: Jennifer Fuller (951) 955-3557 Chandrika Richardson (951) 955-9488

Subject: Sole Source Procurement; Request for Temporary Staffing Services

The below information is provided in support of my Department requesting approval for a sole source.

1. **Supplier being requested:** **AeroTek Staffing**

2. **Vendor ID: 205381**

3. **Supply/Service being requested:** **Temporary Staffing Services**
   (If this request is for professional services, attach the service agreement to this sole source request. The Purchasing Agent, or designee, is the signing authority for agreements unless the service is exempted by Ordinance 459, Board delegated authority or by State law.)

4. **Alternative suppliers that can or might be able to provide supply/service and extent of market search conducted:**
   TAP currently has awarded vendors from RFP (HRARC-055). This RFP was conducted in 2013 where seven vendors were awarded contracts for Temporary Staffing Services (Agenda item 3.25 07/01/2014). However, an urgent need for revenue cycle specialized staffing has arisen from the Riverside University Health System. TAP has attempted to fill the positions, and has already called out for staff from the vendors contracted as a result of the 2013 RFP. The current vendors have not been able to supply the necessary staff, nor has TAP been able to fill the required quantity and skills needed for RUHS. This contract is necessary with Aerotek to supply additional, specialized resources in the revenue and recovery area that will be responsive to the current business needs of the Health System.

5. **Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide:**
   The vendor has capability to supply temporary labor that specializes in medical billing, collections, and healthcare revenue cycle. These services are needed to meet staffing needs in the Riverside University Health System's Revenue and Recovery departments. Temporary Assignment Program staff are trying to fill these requests, however the demand for staff is immediate, revenue recovery has a time-limited collection window that must be met, and additional capacity is needed where a vendor has been identified that can supply staff to augment these efforts.

Attachment: AeroTeck Staffing SSJ#17-137 (2725 : Agreement for Temporary Staffing Services with Aerotek Scientific)

Human Resources Department
Michael T. Stock
Assistant County Executive Officer/
Human Resources Director

MEMORANDUM

6. **Reasons why my department requires these unique features and what benefit will accrue to the county:**
The Temporary Assignment Program requires these services because it requires additional capacity to fill positions of a specialized nature. The Temporary Assignment Program needs to be able to access vendors to supplement its ability to fill positions in times of high workload or need for specialized skills. Existing vendors have not been able to fill the positions under the time constraints needed. Additionally, RUHS stands to potentially lose millions of dollars of revenue if the staffing needs are not met.

Contract terms with vendors contracted by the Temporary Assignment Program allows the County to convert placements from vendors without additional placement fees to work within the Temporary Assignment Program after 90 days of work, ensuring compliance with Government Code 31000.4

The period of performance for this request will only run through 2017/2018, when all the other awarded contracts expire with the Temporary Assignment Program. Competitive bidding will be conducted at that time. It is requested that Aerotek be available to supply resources on the same remaining term as the awarded vendors.

7. **Period of Performance:** From: 2016/2017 to 2017/2018
(Note: Aerotek Scientific, will be added for a term that is concurrent with the remaining term of the vendors added from HRARC055; an open bid will be conducted at the conclusion of the 5 year term of this award (2 years for AeroTek).)

Is this an annually renewable contract? ☐No XXX Yes
Is this a fixed-term agreement: ☐ No XXX Yes
(A fixed- term agreement is set for a specific amount of time; it is not renewed annually. Ensure fixed-term agreements include a cancellation, non-appropriation of funds, or refund clause. If there is no clause(s) to that effect, than the agreement must be submitted to the Board for approval.)

8. **Identify all costs for this requested purchase. If approval is for multiple years, ongoing costs must be identified below. If annual increases apply to ongoing costs such as CPI or other contract increases, provide the estimated annual cost for each consecutive year. If the annual increase may exceed the Purchasing Agent's authority, Board approval must be obtained. (*Note: ongoing costs may include but are not limited to subscriptions, licenses, maintenance, support, etc.)***

Description:	FY16/17	FY 17/18	Total
One-time Costs:			
No Setup Fees or One-Time Costs	$0	$0	
Ongoing Costs:			
No Ongoing Costs	$0	$0	

Attachment: AeroTeck Staffing SSJ#17-137 (2725 : Agreement for Temporary Staffing Services with Aerotek Scientific)

MEMORANDUM

Human Resources Department
Michael T. Stock
Assistant County Executive Officer/
Human Resources Director

Temporary Staff			
Anticipated Temporary Staff Placements	$400,000	$400,000	$800,000
Total Costs	**$400,000**	**$400,000**	**$800,000**

Note: Insert additional rows as needed

9. **Price Reasonableness: The price offered by AeroTek for temporary staffing services is reasonable and comparable to the other contracted vendors obtained from the open bid in 2013. The Temporary Assignment Program requires the ability to access multiple vendors to obtain the best price and most qualified placements from each vendor. The Temporary Assignment Program is not obligated to access any vendor services, but will use these services when demand for placements exceeds the program's ability to staff requests.**

10. **Projected Board of Supervisor Date (if applicable):**_____
(Form 11s must accompany the sole source request for Purchasing Agent approval.)

For Michael Stock Jennifer Fuller 10/21/16
Department Head Signature (or designee) | Print Name | Date

Purchasing Department Comments:

(Approve) Approve with Condition/s Disapprove

Not to exceed: $ 400,000 One time Annual Amount through 6/30/18 (Date)

10/21/16 17-137
Purchasing Agent | **Date** | **Approval Number** (Reference on Purchasing Documents)

List Attachments:

Attachment: AeroTeck Staffing SSJ#17-137 (2725 : Agreement for Temporary Staffing Services with Aerotek Scientific)

PROFESSIONAL SERVICE AGREEMENT

for

TEMPORARY STAFFING

between

COUNTY OF RIVERSIDE

and

AEROTEK SCIENTIFIC, LLC

Attachment: Aerotek Staffing Professional Service Agreement (2725 : Agreement for Temporary Staffing Services with Aerotek Scientific)

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Exhibit A-Scope of Service
Exhibit B- STAFFING FEES
Attachment I-HIPAA Business Associate Attachment to the Agreement

Attachment: Aerotek Staffing Professional Service Agreement (2725 : Agreement for Temporary Staffing Services with Aerotek Scientific)

This Agreement, made and entered into this 1st day of November, 2016, by and between Aerotek Scientific, LLC, (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, at the prices stated in Exhibit B, Payment Provisions, and Attachment I, HIPAA Business Associate Attachment to the Agreement.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to 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 continues in effect through June 30, 2018, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

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, STAFFING FEES. Maximum payments by COUNTY to CONTRACTOR shall not exceed $400,000.00 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.

Attachment: Aerotek Staffing Professional Service Agreement (2725 : Agreement for Temporary Staffing Services with Aerotek Scientific)

3.2 No price increases will be permitted during the first year of this Agreement (If applicable). 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 payroll week, 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:

Human Resources Department
Temporary Assignment Program
PO Box 1569
Riverside CA 92502-1569

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 (HRARC-95200-009-06/18); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.

b) Invoices shall be rendered weekly 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, and invoices shall be rendered "weekly" in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10. 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,

Attachment: Aerotek Staffing Professional Service Agreement (2725 : Agreement for Temporary Staffing Services with Aerotek Scientific)

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 that may 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.

Attachment: Aerotek Staffing Professional Service Agreement (2725 : Agreement for Temporary Staffing Services with Aerotek Scientific)

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 If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at https://www.sam.gov for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (http://www.epls.gov) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

5.7 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. The material, reports or products may be used by the COUNTY for any purpose that the 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.

Attachment: Aerotek Staffing Professional Service Agreement (2725 : Agreement for Temporary Staffing Services with Aerotek Scientific)

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 the CONTRACTOR.

9. Independent Contractor/Employment Eligibility

9.1 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

Attachment: Aerotek Staffing Professional Service Agreement (2725 : Agreement for Temporary Staffing Services with Aerotek Scientific)

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.

9.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

9.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

9.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

9.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person,

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CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

9.6 CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

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 to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

12. Licensing and Permits

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

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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.

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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 particulars assigned to the individual, such as finger or voice print or a photograph.

16.3 The CONTRACTOR is subject to and shall operate in compliance with all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996, and the related laws and regulations promulgated subsequent thereto. Please refer to Attachment 1 of this agreement.

17. Administration/Contract Liaison

The COUNTY Human Resources Department Temporary Assignment Program 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
County of Riverside
Human Resources Department
ATTN: Temporary Assignment Program
PO Box 1569
Riverside, CA 92501

County of Riverside Purchasing
2980 Washington Street
Riverside CA 92504

CONTRACTOR

Aerotek, Inc.
7301 Parkway Drive
Hanover, MD 21076

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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, action, claim or damage whatsoever, based or asserted upon any negligence or willful acts in the performance of the 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. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

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

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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 indemnification to Indemnitees as set forth herein.

21.3 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.

21.4 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.

22. Insurance

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.

A. Workers' Compensation:

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

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of 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.

C. Vehicle Liability:

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If vehicles or mobile equipment is 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.

D. 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.

E. 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 exceeds $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

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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 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.

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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.

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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) as it pertains to the services being provided.

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.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

By:_____
John J. Benoit, Chairman
Board of Supervisors

Dated:_____

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By:_____
Deputy

AEROTEK SCIENTIFIC

By:_____
Name: Conrad Chris
Title: Controller

Dated: 10/20/16

10/21/16

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EXHIBIT A - REQUIRED SCOPE OF SERVICES

The Human Resources Department Temporary Assignment Program requires specialized contingent labor resources to be made available for the Riverside University Health System for services and classifications outlined in Exhibits A and B.

1. Services Provided

CONTRACTOR shall provide to COUNTY resumes for one or more CONTRACTOR Staff as requested by COUNTY. Such CONTRACTOR Staff shall fulfill duties under COUNTY's management and supervision at a facility or in an environment controlled by COUNTY ("Services"). COUNTY has no obligation to contract for any particular employee or for any particular length of time.

2. Staffing Requirements

The CONTRACTOR shall provide confirmation or unavailability in response to a temporary staffing request from TAP:

A. CONTRACTOR must confirm or state unavailability within four (4) hours after a request is made for services that will commence within five (5) working days following the request.
B. CONTRACTOR must confirm or state unavailability within two (2) days for services that will commence later than five (5) working days following the request.
C. CONTRACTOR must confirm arrival of its employees by telephone within one-half hour after scheduled arrival time.
D. CONTRACTOR must communicate to its employees the Using Department information regarding hours of work, duration and location of assignment, expectations, dress code and other information concerning the assignment.
E. CONTRACTOR employees must be appropriately dressed for the assignment and maintain a professional demeanor.
F. All Using Departments must contact TAP to fill temporary staffing needs. If TAP requires additional resources to meet any Using Department's needs, TAP will contact outside CONTRACTOR on a rotational basis based on their area of expertise, bill rate, and needs of the COUNTY. CONTRACTOR must only accept requests for services from TAP and refer back to TAP any requests from Using Departments.
G. CONTRACTOR's Employees must be acceptable to the COUNTY and available for the entire length of the assignment; however, if a replacement will be required, the qualified replacement must be provided within twenty-four (24) hours of notification. Weekends and holidays are included for notification/replacement requirements.
H. The Using Department reserves the right to reduce the length of the CONTRACTOR employee assignment and will provide the CONTRACTOR with as much notification as possible.
I. The COUNTY reserves the right to require the replacement of any CONTRACTOR employees. If for any reason, a replacement is required within the first eight- (8) hours or twelve (12) of a service, there will be no charge to the COUNTY.
J. The CONTRACTOR must replace an unsatisfactory employee within twenty-four (24) hours of notification. However, the Using Department will have the option of contacting a different CONTRACTOR for the service.
K. If at any time beyond the initial eight- (8) or twelve (12) hours of service, the CONTRACTOR's Employee is determined to be unsatisfactory, the CONTRACTOR must issue an invoice credit to the

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Using Department for the total charges from the point the Using Department contact notifies the CONTRACTOR that replacement must be made.

L. The CONTRACTOR must provide a resume and references to the COUNTY upon request where applicable for all temporary personnel. The using COUNTY Department will be the sole judge as to whether CONTRACTOR employee is satisfactory and fulfills its requirements.
M. CONTRACTOR employees must possess and wear a photographic identification card supplied by CONTRACTOR and/or the COUNTY at all times while working.
N. CONTRACTOR employees must be able to speak, write and read the English language. If it is determined that the CONTRACTOR's Employee does not meet these qualifications their assignment will be ended and the COUNTY will not be billed for the CONTRACTOR employee hours worked.
O. Prior to any of CONTRACTOR's staff beginning work at any COUNTY worksite, CONTRACTOR shall ensure that online compliance training modules are completed by CONTRACTOR's staff.
P. The CONTRACTOR employees are solely the employee of the CONTRACTOR.
Q. After the start of any Contract Staff assignment where contractor staff will be placed at the Riverside University Health System (RUHS), and throughout the Staff member's engagement at COUNTY facilities, CONTRACTOR will ensure that contractor's employee has completed the following:
    a. POST –RUHS Photo Authorization Form (COUNTY supplied form)
    b. POST – Receipt and Acknowledgment Form (COUNTY supplied form)
    c. POST – Temporary Staff Orientation Test (COUNTY supplied form)
    d. POST – Unified Agreement Signature Page (COUNTY supplied form)
    e. POST – Unit Competency 12 weeks (COUNTY supplied form
    f. POST – Unit Competency within Annual (COUNTY supplied form)
    g. POST – Unit Competency within 2 weeks (COUNTY supplied form)
    h. POST – Facility Job Description (COUNTY supplied form)
    i. POST – Hand Hygiene Module (COUNTY supplied form)
    j. POST – Initial Evaluation – Completed and returned in first week (COUNTY supplied form)
    k. POST – Monthly Evaluation (COUNTY supplied form)
    l. POST – Patient Safety Fair Module (COUNTY supplied form)
    m. POST – Patient Safety for Everyone module (COUNTY supplied form)
    n. POST- RUHS Fingernail Policy (COUNTY supplied form)
    o. POST – Abuse Training/Reporting Form (COUNTY supplied form)
    p. POST – Age Specific Module (COUNTY supplied form)
    q. POST – Computer Orientation Competency Form (COUNTY supplied form
R. All services must meet the above staffing requirements for the COUNTY.

2. Background Screening

The CONTRACTOR must meet these terms regarding background screening:

A. All CONTRACTOR employees must complete an initial pre-employment background screening prior to the potential temporary assignment at the CONTRACTOR's expense. The background check records search must include a public records search in each COUNTY the CONTRACTOR's employee has lived. Employees handling cash or with access to risk-sensitive information will also be required to complete a credit check, within the limitations set forth in Labor Code Section 1024.5(a).
B. Verification of degrees, licenses and other job-related credentials is also required. Background check information shall be made available to the COUNTY prior to initial assignment with the COUNTY.

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a. For all of CONTRACTOR's staff assigned to COUNTY Riverside University Health System (RUHS), CONTRACTOR will ensure the following tasks are completed:
   i. On-Site Verification Sign-Off Form (COUNTY supplied form)
   ii. Target Start Date (optional)
   iii. Annual Negative TST – (current as within 12 months of start date at COUNTY)
   iv. Background Check - Background Result shall include but, not be limited to, 7 year criminal history report, past employment, licenses, education and skills; and background reference checks, criminal record and or significant job-related problems in prior employment as reported under a legally compliant background check. Requires a nationwide criminal records search and nationwide sex-offender registry search. Any misdemeanor or felony record in their criminal record search will be reviewed with the COUNTY prior to start date . CONTRACTOR's staff shall not be assigned with an arrest pending adjudication that is in conflict to the duties to be assigned by COUNTY . If CONTRACTOR becomes aware of any arrest of a CONTRACTOR's staff placed for assignment with COUNTY, CONTRACTOR shall notify COUNTY immediately.
   v. Drug Screen (10 panel)
   vi. OIG/EPLS/NSO Cleared
   vii. Positive TST = TB Questionnaire (to be updated Annually)
   viii. Positive TST Documentation = Negative X-Ray Result Done
   ix. CA License (if applicable to work being performed)
   x. Primary Source On-Line Verification
   xi. Target Start Date (optional, COUNTY supplied form)

C. CONTRACTOR must not assign any CONTRACTOR employees with a criminal history report revealing a job-related felony and/or misdemeanor conviction and/or pending case action. Should an additional background check be required due to the nature of the assignment, the COUNTY may be responsible for the cost of the additional checks.
D. Services must meet the above background screening requirements.

3. Drug and Alcohol Screening

The CONTRACTOR must meet these terms regarding drug and alcohol screening:

A. All CONTRACTOR employees must complete an initial pre-employment physical screening for drug and alcohol abuse prior to the potential temporary assignment. CONTRACTOR shall not assign to the COUNTY any CONTRACTOR employee who has tested positive for drugs, alcohol or unexplained legal (prescription) drugs.
B. If the COUNTY has reasonable suspicion to believe a CONTRACTOR employees is in violation of this provision, the COUNTY reserves the right to request CONTRACTOR, at their expense, to conduct unannounced drug screening of CONTRACTOR employee.
C. Due to job requirements and environment (i.e., law enforcement), the acceptability of CONTRACTOR employee for placement on assignment may/will be partially based on the results of the background checks and or drug tests.
D. All services must meet the above drug and alcohol screening requirements.

4. Drug Free Workplace

The CONTRACTOR must meet these terms regarding a Drug Free Workplace:

Attachment: Aerotek Staffing Professional Service Agreement (2725 : Agreement for Temporary Staffing Services with Aerotek Scientific)

A. The CONTRACTOR must certify compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The CONTRACTOR will:
   a. Publish a statement notifying CONTRACTOR employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
   b. Establish a drug-free awareness program as required by Government Code Section 8355(b) to inform CONTRACTOR employees about all of the following:
      i. The dangers of drug abuse in the workplace;
      ii. The organization's policy of maintaining a drug-free workplace;
      iii. Any available counseling, rehabilitation and employee assistance programs; and
      iv. Penalties that may be imposed upon employees for drug abuse violations.

B. Provide as required by Government Code Section 8355(c) that every CONTRACTOR employees who works under this contract:
   a. A copy of the CONTRACTOR's drug-free policy statement will be provided; and
   b. CONTRACTOR is required to abide by the terms of the company's statement as a condition of employment under this contract.

C. Failure to comply with these requirements may result in suspension of payments under the contract or termination of the contract or both, and the CONTRACTOR may be ineligible for award of any future COUNTY contracts if the COUNTY determines that any of the following has occurred:
   a. The CONTRACTOR has made false certification, or
   b. The CONTRACTOR violates the certification by failing to carry out the requirements as noted above.

D. All services must be in compliance with Government Code Section 8355.

5. Fees

A. The COUNTY will pay the CONTRACTOR the set fee, as per the terms of the agreement. CONTRACTOR's fees shall be due and payable, by the COUNTY, upon receipt of an invoice detailing the fees incurred. Any charges not specifically defined in this agreement need the prior authorization of the department or designee before services can be rendered and invoiced.

B. CONTRACTOR employees may be changed to permanent placement without a fee to the COUNTY if the individual elects to accept employment with the COUNTY within or outside of the Using Department. The COUNTY will not in any way be responsible for the CONTRACTOR's Employees who voluntarily leave CONTRACTOR's employment or engage in employment with any other company or entity.

C. COUNTY does not agree to pay the CONTRACTOR any recruitment fee for any CONTRACTOR employees presented to the COUNTY by CONTRACTOR after acceptance of any temporary, registry or permanent position with any department, clinic, group or organization owned, operated, or affiliated with COUNTY whether or not in the COUNTY's actual community.

D. If the COUNTY desires to hire any of the CONTRACTOR Employees(s) the CONTRACTOR will be notified by TAP. The CONTRACTOR employees shall remain on the CONTRACTOR payroll for no less than (13) weeks or (520) hours. The COUNTY will then be free to hire CONTRACTOR employees without further obligation to the CONTRACTOR, without liability for payment to the CONTRACTOR or any fee or liquidated damages.

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6. Reporting

A. CONTRACTOR's Employees placed with the COUNTY in a temporary status by state law are limited to working not more than 90 days on an individual assignment (Government Code Sec. 31000.4). CONTRACTORs that are awarded contracts will be required to limit their temporary employee(s) to 90 days in one position and to submit monthly reports of all CONTRACTOR employees assigned to the COUNTY.

B. Monthly reports must be submitted by CONTRACTOR to the COUNTY on a quarterly basis and should include the department name, supervisor name, position, hourly rate, number of hours worked, start date, bill rate and total amount billed for each department

C. CONTRACTOR will provide quarterly reports of all services invoiced under this contract. Unless otherwise agreed, the Quarterly Report for Temporary Services (Exhibit B) must be used for all quarterly reports. Reports are to be submitted to the name and address listed on the form on or before the 15th of the month following the end of each state fiscal quarter.
The COUNTY's quarters are:

Quarter	Quarterly Report Due
July 1 – September 30	October 15
October 1 – December 31	January 15
January 1 – March 31	April 15
April 1 – June 30	July 15

D. Failure to provide these quarterly reports in a timely manner may result in the assessment of one or more of the following penalties:

E. Contract suspension; and

F. Contract termination.

G. All services must meet the above reporting requirements.

7. Billing

A. CONTRACTOR may impose a cancellation charge for an assignment canceled by a Using Department later than 3:00 p.m. on the day preceding scheduled arrival of CONTRACTOR employees. Such charge is not to exceed two (2) hours of billable time for the job category requested by the Using Department.

B. The cancellation charge amount is applied once per canceled assignment regardless of the length of the assignment.

C. CONTRACTOR will not bill a cancellation charge for the dismissal of a CONTRACTOR employee who is deemed unsatisfactory by the Using Department.

D. There will be no advance payment for services furnished by the CONTRACTOR employee pursuant to the executed contract.

E. Using Departments will be billed by the CONTRACTOR for services rendered within their agency. The COUNTY will not be responsible for any mileage incurred by the CONTRACTOR employee in traveling to or from the designated work location, nor will the COUNTY be responsible for any costs associated with parking.

F. The agreement will not be used for any form of recruiting reimbursement fees or permanent placement fees.

G. Many COUNTY departments work 9-hour or 10-hour shifts (a compressed 9/80 or 4/10 work schedule) without incurring overtime. CONTRACTOR Employee(s) will not work overtime unless approved in advance and in writing by the Using Department. Overtime hours shall be billed at no

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more than 1.5 times the hourly rates for the assignment. CONTRACTOR will pay CONTRACTOR Employee(s) in accordance with all applicable state and federal labor laws.

H. CONTRACTOR must provide timesheets for their employees, signed by both the CONTRACTOR employees and the Using Department contact. All signatures must be legible with the name of the signing party printed beneath. CONTRACTOR employees shall receive payment from the CONTRACTOR via check or direct deposit.
I. CONTRACTOR's Employee(s) will be paid by CONTRACTOR for all hourly pay and any overtime, premium, or differential pay. Invoices are due thirty (30) days after date of receipt. All rates proposed shall be all inclusive for all shifts worked.
J. The COUNTY reserves the right to correct errors on invoices, after prior notification and discussion with CONTRACTOR, and pay to CONTRACTOR only corrected amounts.
K. All services must meet the above billing requirements.

8. County Obligations

A. COUNTY will at all times manage and supervise CONTRACTOR staff.
B. COUNTY will ensure that worksite where CONTRACTOR staff is performing services is safe for work to be completed.
C. COUNTY will complete any incident reports as required by OSHA for incidents that occur on COUNTY worksite.
D. COUNTY will notify CONTRACTOR of any assignments of CONTRACTOR staff to work requiring prevailing wage rates of pay to CONTRACTOR staff, as established by the Department of Industrial Relations. CONTRACTOR shall identify and pay the prevailing wage pay rates as established by the Department of Industrial Relations to its employees as required.

9. Miscellaneous

A. All services must define skills testing, screening mechanisms, and credentialing programs.
B. All services must explain the manner in which job assignments/job matching is determined.
C. All services must explain any benefits, incentive programs, and any skills enhancement opportunities available to assignable staff.

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Exhibit B – STAFFING FEES

Classification	*TAP's Hourly Pay Rate*	Contractor's Hourly Pay Rate to Employee	Contractor's Hourly Management Fee	Contractor's Total Blended/Billable Rate
MEDICAL(Link to County Job Descriptions)				
Admissions and Collections Clerk	*$14.96*	$18.44	$10.14	$28.58
Assistant Patient Accounts Officer	*$22.05*	$29.65	$16.31	$45.96
Certified Medical Records Coder	*$19.91*	$21.23	$11.68	$32.91
Health Systems Nurse Case Manager I	*$30.03*	$31.78	$17.48	$49.26
Health Systems Nurse Case Manager II	*$34.73*	$36.76	$20.22	$56.98
Hospital Admission Supervisor	*$17.85*	$25.34	$13.94	$39.28
Insurance Billing Clerk	*$14.57*	$19.61	$10.79	$30.40
Medical Records Coder	*$16.90*	$17.35	$9.54	$26.89
Medical Records Technician II	*$13.54*	$19.04	$10.47	$29.51
Revenue & Recovery Supervisor I	*$18.77*	$28.65	$15.76	$44.41
Revenue & Recovery Technician I	*$16.29*	$19.56	$10.67	$30.23
Revenue & Recovery Technician II	*$17.63*	$22.61	$12.44	$35.05
Sr. Insurance Billing Clerk	*$16.73*	$23.35	$12.84	$36.19

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Attachment I - HIPAA Business Associate Agreement

Addendum to Contract

Between the County of Riverside and Aerotek Scientific, LLC

This HIPAA Business Associate Agreement (the "Addendum") supplements, and is made part of the Underlying Agreement between the County of Riverside ("County") and Contractor and shall be effective as of the date the Underlying Agreement approved by both Parties (the "Effective Date").

RECITALS

WHEREAS, County and Contractor entered into the Underlying Agreement pursuant to which the Contractor provides services to County, and in conjunction with the provision of such services certain protected health information ("PHI") and/or certain electronic protected health information ("ePHI") may be created by or made available to Contractor for the purposes of carrying out its obligations under the Underlying Agreement; and,

WHEREAS, the provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Public Law 104-191 enacted August 21, 1996, and the Health Information Technology for Economic and Clinical Health Act ("HITECH") of the American Recovery and Reinvestment Act of 2009, Public Law 111-5 enacted February 17, 2009, and the laws and regulations promulgated subsequent thereto, as may be amended from time to time, are applicable to the protection of any use or disclosure of PHI and/or ePHI pursuant to the Underlying Agreement; and,

WHEREAS, County is a covered entity, as defined in the Privacy Rule; and,

WHEREAS, to the extent County discloses PHI and/or ePHI to Contractor or Contractor creates, receives, maintains, transmits, or has access to PHI and/or ePHI of County, Contractor is a business associate, as defined in the Privacy Rule; and,

WHEREAS, pursuant to 42 USC §17931 and §17934, certain provisions of the Security Rule and Privacy Rule apply to a business associate of a covered entity in the same manner that they apply to the covered entity, the additional security and privacy requirements of HITECH are applicable to business associates and must be incorporated into the business associate agreement, and a business associate is liable for civil and criminal penalties for failure to comply with these security and/or privacy provisions; and,

WHEREAS, the parties mutually agree that any use or disclosure of PHI and/or ePHI must be in compliance with the Privacy Rule, Security Rule, HIPAA, HITECH and any other applicable law; and,

WHEREAS, the parties intend to enter into this Addendum to address the requirements and obligations set forth in the Privacy Rule, Security Rule, HITECH and HIPAA as they apply to Contractor as a business associate of County, including the establishment of permitted and required uses and disclosures of PHI and/or ePHI created or received by Contractor during the course of performing functions, services and activities on behalf of County, and appropriate limitations and conditions on such uses and disclosures;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **Definitions.** Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in HITECH, HIPAA, Security Rule and/or Privacy Rule, as may be amended from time to time.

   A. "Breach" when used in connection with PHI means the acquisition, access, use or disclosure of PHI in a manner not permitted under subpart E of the Privacy Rule which compromises the security or privacy of the PHI, and shall have the meaning given such term in 45 CFR §164.402.

      (1) Except as provided below in Paragraph (2) of this definition, acquisition, access, use, or disclosure of PHI in a manner not permitted by subpart E of the Privacy Rule is presumed to be a breach unless Contractor demonstrates

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that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following four factors:

(a) The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;

(b) The unauthorized person who used the PHI or to whom the disclosure was made;

(c) Whether the PHI was actually acquired or viewed; and

(d) The extent to which the risk to the PHI has been mitigated.

(2) Breach excludes:

(a) Any unintentional acquisition, access or use of PHI by a workforce member or person acting under the authority of a covered entity or business associate, if such acquisition, access or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under subpart E of the Privacy Rule.

(b) Any inadvertent disclosure by a person who is authorized to access PHI at a covered entity or business associate to another person authorized to access PHI at the same covered entity, business associate, or organized health care arrangement in which County participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted by subpart E of the Privacy Rule.

(c) A disclosure of PHI where a covered entity or business associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.

B. "Business associate" has the meaning given such term in 45 CFR §164.501, including but not limited to a subcontractor that creates, receives, maintains, transmits or accesses PHI on behalf of the business associate.

C. "Data aggregation" has the meaning given such term in 45 CFR §164.501.

D. "Designated record set" as defined in 45 CFR §164.501 means a group of records maintained by or for a covered entity that may include: the medical records and billing records about individuals maintained by or for a covered health care provider; the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or, used, in whole or in part, by or for the covered entity to make decisions about individuals.

E. "Electronic protected health information" ("ePHI") as defined in 45 CFR §160.103 means protected health information transmitted by or maintained in electronic media.

F. "Electronic health record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff, and shall have the meaning given such term in 42 USC §17921(5).

G. "Health care operations" has the meaning given such term in 45 CFR §164.501.

H. "Individual" as defined in 45 CFR §160.103 means the person who is the subject of protected health information.

I. "Person" as defined in 45 CFR §160.103 means a natural person, trust or estate, partnership, corporation, professional association or corporation, or other entity, public or private.

J. "Privacy Rule" means the HIPAA regulations codified at 45 CFR Parts 160 and 164, Subparts A and E.

K. "Protected health information" ("PHI") has the meaning given such term in 45 CFR §160.103, which includes ePHI.

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L. "Required by law" has the meaning given such term in 45 CFR §164.103.

M. "Secretary" means the Secretary of the U.S. Department of Health and Human Services ("HHS").

N. "Security incident" as defined in 45 CFR §164.304 means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

O. "Security Rule" means the HIPAA Regulations codified at 45 CFR Parts 160 and 164, Subparts A and C.

P. "Subcontractor" as defined in 45 CFR §160.103 means a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate.

Q. "Unsecured protected health information" and "unsecured PHI" as defined in 45 CFR §164.402 means PHI not rendered unusable, unreadable, or indecipherable to unauthorized persons through use of a technology or methodology specified by the Secretary in the guidance issued under 42 USC §17932(h)(2).

2. **Scope of Use and Disclosure by Contractor of County's PHI and/or ePHI.**

A. Except as otherwise provided in this Addendum, Contractor may use, disclose, or access PHI and/or ePHI as necessary to perform any and all obligations of Contractor under the Underlying Agreement or to perform functions, activities or services for, or on behalf of, County as specified in this Addendum, if such use or disclosure does not violate HIPAA, HITECH, the Privacy Rule and/or Security Rule.

B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Addendum or required by law, in accordance with 45 CFR §164.504(e)(2), Contractor may:

1) Use PHI and/or ePHI if necessary for Contractor's proper management and administration and to carry out its legal responsibilities; and,

2) Disclose PHI and/or ePHI for the purpose of Contractor's proper management and administration or to carry out its legal responsibilities, only if:

a) The disclosure is required by law; or,

b) Contractor obtains reasonable assurances, in writing, from the person to whom Contractor will disclose such PHI and/or ePHI that the person will:

i. Hold such PHI and/or ePHI in confidence and use or further disclose it only for the purpose for which Contractor disclosed it to the person, or as required by law; and,

ii. Notify County of any instances of which it becomes aware in which the confidentiality of the information has been breached; and,

3) Use PHI to provide data aggregation services relating to the health care operations of County pursuant to the Underlying Agreement or as requested by County; and,

4) De-identify all PHI and/or ePHI of County received by Contractor under this Addendum provided that the de-identification conforms to the requirements of the Privacy Rule and/or Security Rule and does not preclude timely payment and/or claims processing and receipt.

C. Notwithstanding the foregoing, in any instance where applicable state and/or federal laws and/or regulations are more stringent in their requirements than the provisions of HIPAA, including, but not limited to, prohibiting disclosure of mental health and/or substance abuse records, the applicable state and/or federal laws and/or regulations shall control the disclosure of records.

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3. **Prohibited Uses and Disclosures.**

A. Contractor may neither use, disclose, nor access PHI and/or ePHI in a manner not authorized by the Underlying Agreement or this Addendum without patient authorization or de-identification of the PHI and/or ePHI and as authorized in writing from County.

B. Contractor may neither use, disclose, nor access PHI and/or ePHI it receives from County or from another business associate of County, except as permitted or required by this Addendum, or as required by law.

C. Contractor agrees not to make any disclosure of PHI and/or ePHI that County would be prohibited from making.

D. Contractor shall not use or disclose PHI for any purpose prohibited by the Privacy Rule, Security Rule, HIPAA and/or HITECH, including, but not limited to 42 USC §17935 and §17936. Contractor agrees:

1) Not to use or disclose PHI for fundraising , unless pursuant to the Underlying Agreement and only if permitted by and in compliance with the requirements of 45 CFR §164.514(f) or 45 CFR §164.508;

2) Not to use or disclose PHI for marketing, as defined in 45 CFR §164.501, unless pursuant to the Underlying Agreement and only if permitted by and in compliance with the requirements of 45 CFR §164.508(a)(3);

3) Not to disclose PHI, except as otherwise required by law, to a health plan for purposes of carrying out payment or health care operations, if the individual has requested this restriction pursuant to 42 USC §17935(a) and 45 CFR §164.522, and has paid out of pocket in full for the health care item or service to which the PHI solely relates; and,

4) Not to receive, directly or indirectly, remuneration in exchange for PHI, or engage in any act that would constitute a sale of PHI, as defined in 45 CFR §164.502(a)(5)(ii), unless permitted by the Underlying Agreement and in compliance with the requirements of a valid authorization under 45 CFR §164.508(a)(4). This prohibition shall not apply to payment by County to Contractor for services provided pursuant to the Underlying Agreement.

4. **Obligations of County.**

A. County agrees to make its best efforts to notify Contractor promptly in writing of any restrictions on the use or disclosure of PHI and/or ePHI agreed to by County that may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Addendum.

B. County agrees to make its best efforts to promptly notify Contractor in writing of any changes in, or revocation of, permission by any individual to use or disclose PHI and/or ePHI, if such changes or revocation may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Addendum.

C. County agrees to make its best efforts to promptly notify Contractor in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect Contractor's use or disclosure of PHI and/or ePHI.

D. County agrees not to request Contractor to use or disclose PHI and/or ePHI in any manner that would not be permissible under HITECH, HIPAA, the Privacy Rule, and/or Security Rule.

E. County agrees to obtain any authorizations necessary for the use or disclosure of PHI and/or ePHI, so that Contractor can perform its obligations under this Addendum and/or Underlying Agreement.

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5. **Obligations of Contractor.** In connection with the use or disclosure of PHI and/or ePHI, Contractor agrees to:

A. Use or disclose PHI only if such use or disclosure complies with each applicable requirement of 45 CFR §164.504(e). Contractor shall also comply with the additional privacy requirements that are applicable to covered entities in HITECH, as may be amended from time to time.

B. Not use or further disclose PHI and/or ePHI other than as permitted or required by this Addendum or as required by law. Contractor shall promptly notify County if Contractor is required by law to disclose PHI and/or ePHI.

C. Use appropriate safeguards and comply, where applicable, with the Security Rule with respect to ePHI, to prevent use or disclosure of PHI and/or ePHI other than as provided for by this Addendum.

D. Mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PHI and/or ePHI by Contractor in violation of this Addendum.

E. Report to County any use or disclosure of PHI and/or ePHI not provided for by this Addendum or otherwise in violation of HITECH, HIPAA, the Privacy Rule, and/or Security Rule of which Contractor becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410.

F. In accordance with 45 CFR §164.502(e)(1)(ii), require that any subcontractors that create, receive, maintain, transmit or access PHI on behalf of the Contractor agree through contract to the same restrictions and conditions that apply to Contractor with respect to such PHI and/or ePHI, including the restrictions and conditions pursuant to this Addendum.

G. Make available to County or the Secretary, in the time and manner designated by County or Secretary, Contractor's internal practices, books and records relating to the use, disclosure and privacy protection of PHI received from County, or created or received by Contractor on behalf of County, for purposes of determining, investigating or auditing Contractor's and/or County's compliance with the Privacy Rule.

H. Request, use or disclose only the minimum amount of PHI necessary to accomplish the intended purpose of the request, use or disclosure in accordance with 42 USC §17935(b) and 45 CFR §164.502(b)(1).

I. Comply with requirements of satisfactory assurances under 45 CFR §164.512 relating to notice or qualified protective order in response to a third party's subpoena, discovery request, or other lawful process for the disclosure of PHI, which Contractor shall promptly notify County upon Contractor's receipt of such request from a third party.

J. Not require an individual to provide patient authorization for use or disclosure of PHI as a condition for treatment, payment, enrollment in any health plan (including the health plan administered by County), or eligibility of benefits, unless otherwise excepted under 45 CFR §164.508(b)(4) and authorized in writing by County.

K. Use appropriate administrative, technical and physical safeguards to prevent inappropriate use, disclosure, or access of PHI and/or ePHI.

L. Obtain and maintain knowledge of applicable laws and regulations related to HIPAA and HITECH, as may be amended from time to time.

M. Comply with the requirements of the Privacy Rule that apply to the County to the extent Contractor is to carry out County's obligations under the Privacy Rule.

N. Take reasonable steps to cure or end any pattern of activity or practice of its subcontractor of which Contractor becomes aware that constitute a material breach or violation of the subcontractor's obligations under the business associate contract with Contractor, and if such steps are unsuccessful, Contractor agrees to terminate its contract with the subcontractor if feasible.

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6. **Access to PHI, Amendment and Disclosure Accounting.** Contractor agrees to:

A. **Access to PHI, including ePHI.** Provide access to PHI, including ePHI if maintained electronically, in a designated record set to County or an individual as directed by County, within five (5) days of request from County, to satisfy the requirements of 45 CFR §164.524.

B. **Amendment of PHI.** Make PHI available for amendment and incorporate amendments to PHI in a designated record set County directs or agrees to at the request of an individual, within fifteen (15) days of receiving a written request from County, in accordance with 45 CFR §164.526.

C. **Accounting of disclosures of PHI and electronic health record.** Assist County to fulfill its obligations to provide accounting of disclosures of PHI under 45 CFR §164.528 and, where applicable, electronic health records under 42 USC §17935(c) if Contractor uses or maintains electronic health records. Contractor shall:

1) Document such disclosures of PHI and/or electronic health records, and information related to such disclosures, as would be required for County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record in accordance with 45 CFR §164.528.

2) Within fifteen (15) days of receiving a written request from County, provide to County or any individual as directed by County information collected in accordance with this section to permit County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record.

3) Make available for County information required by this Section 6.C for six (6) years preceding the individual's request for accounting of disclosures of PHI, and for three (3) years preceding the individual's request for accounting of disclosures of electronic health record.

7. **Security of ePHI.** In the event County discloses ePHI to Contractor or Contractor needs to create, receive, maintain, transmit or have access to County ePHI, in accordance with 42 USC §17931 and 45 CFR §164.314(a)(2)(i), and §164.306, Contractor shall:

A. Comply with the applicable requirements of the Security Rule, and implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of ePHI that Contractor creates, receives, maintains, or transmits on behalf of County in accordance with 45 CFR §164.308, §164.310, and §164.312;

B. Comply with each of the requirements of 45 CFR §164.316 relating to the implementation of policies, procedures and documentation requirements with respect to ePHI;

C. Protect against any reasonably anticipated threats or hazards to the security or integrity of ePHI;

D. Protect against any reasonably anticipated uses or disclosures of ePHI that are not permitted or required under the Privacy Rule;

E. Ensure compliance with the Security Rule by Contractor's workforce;

F. In accordance with 45 CFR §164.308(b)(2), require that any subcontractors that create, receive, maintain, transmit, or access ePHI on behalf of Contractor agree through contract to the same restrictions and requirements contained in this Addendum and comply with the applicable requirements of the Security Rule;

G. Report to County any security incident of which Contractor becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410; and,

H. Comply with any additional security requirements that are applicable to covered entities in Title 42 (Public Health and Welfare) of the United States Code, as may be amended from time to time, including but not limited to HITECH.

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8. **Breach of Unsecured PHI.** In the case of breach of unsecured PHI, Contractor shall comply with the applicable provisions of 42 USC §17932 and 45 CFR Part 164, Subpart D, including but not limited to 45 CFR §164.410.

A. **Discovery and notification.** Following the discovery of a breach of unsecured PHI, Contractor shall notify County in writing of such breach without unreasonable delay and in no case later than 60 calendar days after discovery of a breach, except as provided in 45 CFR §164.412.

1) **Breaches treated as discovered.** A breach is treated as discovered by Contractor as of the first day on which such breach is known to Contractor or, by exercising reasonable diligence, would have been known to Contractor, which includes any person, other than the person committing the breach, who is an employee, officer, or other agent of Contractor (determined in accordance with the federal common law of agency).

2) **Content of notification.** The written notification to County relating to breach of unsecured PHI shall include, to the extent possible, the following information if known (or can be reasonably obtained) by Contractor:

a) The identification of each individual whose unsecured PHI has been, or is reasonably believed by Contractor to have been accessed, acquired, used or disclosed during the breach;

b) A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known;

c) A description of the types of unsecured PHI involved in the breach, such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved;

d) Any steps individuals should take to protect themselves from potential harm resulting from the breach;

e) A brief description of what Contractor is doing to investigate the breach, to mitigate harm to individuals, and to protect against any further breaches; and,

f) Contact procedures for individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.

B. **Cooperation.** With respect to any breach of unsecured PHI reported by Contractor, Contractor shall cooperate with County and shall provide County with any information requested by County to enable County to fulfill in a timely manner its own reporting and notification obligations, including but not limited to providing notice to individuals, prominent media outlets and the Secretary in accordance with 42 USC §17932 and 45 CFR §164.404, §164.406 and §164.408.

C. **Breach log.** To the extent breach of unsecured PHI involves less than 500 individuals, Contractor shall maintain a log or other documentation of such breaches and provide such log or other documentation on an annual basis to County not later than fifteen (15) days after the end of each calendar year for submission to the Secretary.

D. **Delay of notification authorized by law enforcement.** If Contractor delays notification of breach of unsecured PHI pursuant to a law enforcement official's statement that required notification, notice or posting would impede a criminal investigation or cause damage to national security, Contractor shall maintain documentation sufficient to demonstrate its compliance with the requirements of 45 CFR §164.412.

E. **Payment of costs.** With respect to any breach of unsecured PHI caused solely by the Contractor's failure to comply with one or more of its obligations under this Addendum and/or the provisions of HITECH, HIPAA, the Privacy Rule or the Security Rule, Contractor agrees to pay any and all costs associated with providing all legally required notifications to individuals, media outlets, and the Secretary. This provision shall not be

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construed to limit or diminish Contractor's obligations to indemnify, defend and hold harmless County under Section 9 of this Addendum.

F. **Documentation.** Pursuant to 45 CFR §164.414(b), in the event Contractor's use or disclosure of PHI and/or ePHI violates the Privacy Rule, Contractor shall maintain documentation sufficient to demonstrate that all notifications were made by Contractor as required by 45 CFR Part 164, Subpart D, or that such use or disclosure did not constitute a breach, including Contractor's completed risk assessment and investigation documentation.

G. **Additional State Reporting Requirements.** The parties agree that this Section 8.G applies only if and/or when County, in its capacity as a licensed clinic, health facility, home health agency, or hospice, is required to report unlawful or unauthorized access, use, or disclosure of medical information under the more stringent requirements of California Health & Safety Code §1280.15. For purposes of this Section 8.G, "unauthorized" has the meaning given such term in California Health & Safety Code §1280.15(j)(2).

1) Contractor agrees to assist County to fulfill its reporting obligations to affected patients and to the California Department of Public Health ("CDPH") in a timely manner under the California Health & Safety Code §1280.15.

2) Contractor agrees to report to County any unlawful or unauthorized access, use, or disclosure of patient's medical information without unreasonable delay and no later than two (2) business days after Contractor detects such incident. Contractor further agrees such report shall be made in writing, and shall include substantially the same types of information listed above in Section 8.A.2 (Content of Notification) as applicable to the unlawful or unauthorized access, use, or disclosure as defined above in this section, understanding and acknowledging that the term "breach" as used in Section 8.A.2 does not apply to California Health & Safety Code §1280.15.

9. **Hold Harmless/Indemnification.**

A. Contractor agrees to indemnify and hold harmless County, all Agencies, Districts, Special Districts and Departments of County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of Contractor, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Addendum, including but not limited to property damage, bodily injury, death, or any other element of any kind or nature whatsoever arising from the performance of Contractor, its officers, agents, employees, subcontractors, agents or representatives from this Addendum. 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, of County, all Agencies, Districts, Special Districts and Departments of County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents or representatives in any claim or action based upon such alleged acts or omissions.

B. 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 choice, subject to the approval of County, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification to County as set forth herein. Contractor's obligation to defend, indemnify and hold harmless County shall be subject to County having given Contractor written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at Contractor's expense, for the defense or settlement thereof. Contractor's obligation hereunder shall be satisfied when Contractor has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.

C. The specified insurance limits required in the Underlying Agreement of this Addendum shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless County herein from third party claims arising from issues of this Addendum.

Attachment: Aerotek Staffing Professional Service Agreement (2725 : Agreement for Temporary Staffing Services with Aerotek Scientific)

D. In the event there is conflict between this clause and California Civil Code §2782, this clause shall be interpreted to comply with Civil Code §2782. Such interpretation shall not relieve the Contractor from indemnifying County to the fullest extent allowed by law.

E. In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Underlying Agreement of this Addendum, this indemnification shall only apply to the subject issues included within this Addendum.

10. **Term.** This Addendum shall commence upon the Effective Date and shall terminate when all PHI and/or ePHI provided by County to Contractor, or created or received by Contractor on behalf of County, is destroyed or returned to County, or, if it is infeasible to return or destroy PHI and/ePHI, protections are extended to such information, in accordance with section 11.B of this Addendum.

11. **Termination.**

A. **Termination for Breach of Contract.** A breach of any provision of this Addendum by either party shall constitute a material breach of the Underlying Agreement and will provide grounds for terminating this Addendum and the Underlying Agreement with or without an opportunity to cure the breach, notwithstanding any provision in the Underlying Agreement to the contrary. Either party, upon written notice to the other party describing the breach, may take any of the following actions:

1) Terminate the Underlying Agreement and this Addendum, effective immediately, if the other party breaches a material provision of this Addendum.

2) Provide the other party with an opportunity to cure the alleged material breach and in the event the other party fails to cure the breach to the satisfaction of the non-breaching party in a timely manner, the non-breaching party has the right to immediately terminate the Underlying Agreement and this Addendum.

3) If termination of the Underlying Agreement is not feasible, the breaching party, upon the request of the non-breaching party, shall implement, at its own expense, a plan to cure the breach and report regularly on its compliance with such plan to the non-breaching party.

B. **Effect of Termination.**

1) Upon termination of this Addendum, for any reason, Contractor shall return or, if agreed to in writing by County, destroy all PHI and/or ePHI received from County, or created or received by the Contractor on behalf of County, and, in the event of destruction, Contractor shall certify such destruction, in writing, to County. This provision shall apply to all PHI and/or ePHI which are in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of PHI and/or ePHI, except as provided below in paragraph (2) of this section.

2) In the event that Contractor determines that returning or destroying the PHI and/or ePHI is not feasible, Contractor shall provide written notification to County of the conditions that make such return or destruction not feasible. Upon determination by Contractor that return or destruction of PHI and/or ePHI is not feasible, Contractor shall extend the protections of this Addendum to such PHI and/or ePHI and limit further uses and disclosures of such PHI and/or ePHI to those purposes which make the return or destruction not feasible, for so long as Contractor maintains such PHI and/or ePHI.

12. **General Provisions.**

A. **Retention Period.** Whenever Contractor is required to document or maintain documentation pursuant to the terms of this Addendum, Contractor shall retain such documentation for 6 years from the date of its creation or as otherwise prescribed by law, whichever is later.

B. **Amendment.** The parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for County to comply with HITECH, the Privacy Rule, Security Rule, and HIPAA generally.

C. **Survival.** The obligations of Contractor under Sections 3, 5, 6, 7, 8, 9, 11.B and 12.A of this Addendum shall survive the termination or expiration of this Addendum.

Attachment: Aerotek Staffing Professional Service Agreement (2725 : Agreement for Temporary Staffing Services with Aerotek Scientific)

D. **Regulatory and Statutory References.** A reference in this Addendum to a section in HITECH, HIPAA, the Privacy Rule and/or Security Rule means the section(s) as in effect or as amended.

E. **Conflicts.** The provisions of this Addendum shall prevail over any provisions in the Underlying Agreement that conflict or appear inconsistent with any provision in this Addendum.

F. **Interpretation of Addendum.**
1) This Addendum shall be construed to be part of the Underlying Agreement as one document. The purpose is to supplement the Underlying Agreement to include the requirements of the Privacy Rule, Security Rule, HIPAA and HITECH.
2) Any ambiguity between this Addendum and the Underlying Agreement shall be resolved to permit County to comply with the Privacy Rule, Security Rule, HIPAA and HITECH generally.

G. **Notices to County.** All notifications required to be given by Contractor to County pursuant to the terms of this Addendum shall be made in writing and delivered to the County both by fax and to both of the addresses listed below by either registered or certified mail return receipt requested or guaranteed overnight mail with tracing capability, or at such other address as County may hereafter designate. All notices to County provided by Contractor pursuant to this Section shall be deemed given or made when received by County.

County HIPAA Privacy Officer:	HIPAA Privacy Manager
County HIPAA Privacy Officer Address:	26520 Cactus Avenue, Moreno Valley, CA 92555
County HIPAA Privacy Officer Phone Number:	(951) 486-6471

Attachment: Aerotek Staffing Professional Service Agreement (2725 : Agreement for Temporary Staffing Services with Aerotek Scientific)

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

Item **3.16**

SUBMITTAL DATE: October 19, 2016

FROM : RIVERSIDE COUNTY INFORMATION TECHNOLOGY:

SUBJECT: Approve and execute the Agreement with Optiv Security Inc. for a turnkey enterprise Internet content filtering solution implementation and professional services [All Districts]; [$582,243 financed over 3 years, 100% RCIT Operating Budget/ISF]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and execute the Agreement with Optiv Security Inc. for a turnkey Blue Coat Proxy Advanced Secure Gateway implementation and professional services for three years for the total amount of $582,243; and,
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved by County Counsel to sign amendments: a) to extend software, licensing and support services at an annual amount not to exceed $124,000 for three additional years; b) that do not change the substantive terms of the agreement; and, c) increase the compensation provisions not more than 10% annually.

Policy

Steve Reneker
Steve Reneker 10/21/2016

BACKGROUND:

Summary

The request before the Board is for the purchase of Blue Coat hardware, software, and professional services to provide countywide Internet content filtering.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	$194,081	$194,081	$582,243	$ 0
NET COUNTY COST	$ 0	$ 0	$ 0	$ 0

SOURCE OF FUNDS: 100% RCIT Operating Funds

Budget Adjustment: No

For Fiscal Year: 16/17-18/19

C.E.O. RECOMMENDATION:

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

BACKGROUND:

Summary (continued)

Today, all county employees, contractors, and visitors who connect to the county's enterprise network have full, unfettered access to the Internet. This not only presents a significant risk to the county's business operations in terms of lost productivity and unnecessary bandwidth consumption, but creates a substantial number of security and legal implications as well.

At the direction of the County Executive Office and request of the Human Resources Department (as well as several other county departments and agencies), RCIT plans to implement the county's first-ever enterprise internet content filter, which will enable the county to restrict Internet access to only those websites that are deemed necessary for county business. All other websites, including pornography, gambling and gaming, illegal file-sharing (e.g., BitTorrent, peer-to-peer), movie/TV streaming (e.g., Netflix, Hulu), terrorism and violence, phishing, and malware-hosting will be blocked by default unless otherwise authorized by the County Executive Office and Human Resources Department.

This product also features content caching, which significantly reduces the time in which commonly-accessed website content is presented to the Internet browser, improving the overall experience for all users accessing the internet. This feature also reduces the aggregate amount of bandwidth consumed by the 18,000+ users and 30,000+ devices connected to the county network.

Impact on Citizens and Businesses

This solution will provide the county and its constituents with immediate and long-term cost savings, as well as reduce the overall risk (security and legal) stemming from internet access/websites.

Contract History and Price Reasonableness

Purchasing and Fleet Services, on behalf of RCIT, issued a Request for Quote (RFQ) #ITARC-426 and posted on publicpurchase.com on September 9, 2016 and received four responses ranging in price from $582,243 to $875,826. Optiv Security Inc. was the lowest responsive bidder and is recommended for the award. The total amount of $582,243 will be financed for three years through the Board approved Banc of America County line of credit.

ATTACHMENTS:

Purchase Agreement with Optiv Security Inc.

Teresa Summers

Teresa Summers, Assistant Director of Purchasing 10/25/2016

AGREEMENT

for

TURNKEY BLUE COAT PROXY ADVANCED SECURE GATEWAY

between

COUNTY OF RIVERSIDE

and

OPTIV SECURITY INC.

3.16.a

Attachment: Agreement approved by Counsel (2751 : Blue Coat - Optiv Security)

Packet Pg. 1142

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This Agreement, made and entered into this 1st day of November, 2016, by and between Optiv Security, 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 products and support services with the price as outlined and specified in Exhibit A, and Implementation Services with the price as outlined and specified in Exhibit B, Payment Provisions to the Agreement.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to 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 commercial industry 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 under a statement of work ("SOW") 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 continues in effect through October 31, 2019, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

3. Deliverable Acceptance

3.1 CONTRACTOR will produce each deliverable and perform services as set forth in the SOW attached as Exhibit B. Each deliverable will be subject to acceptance testing by COUNTY in accordance with the acceptance criteria, if any, specified in the SOW (the "Acceptance Criteria"). If no Acceptance Criteria is specified in the SOW, COUNTY must accept or reject the deliverables and services in writing within fourteen (14) days of delivery and/or completion thereof. If COUNTY does not accept or reject the

deliverables and services in writing within fourteen (14) days of delivery and/or completion thereof, the deliverables and services will be deemed accepted.

4. **Compensation**

4.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of this Agreement. Maximum payments by COUNTY to CONTRACTOR shall not exceed Five Hundred Eighty Two Thousand Two Hundred Forty Three Dollars ($582,243) including all expenses to be financed for three years through Banc of America. 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 this Agreement, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

4.2 No price increases will be permitted during the first year of this Agreement (If applicable). 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.

4.3 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 Information Technology
3450 14th Street
Riverside, CA 92501

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 (ITARC-20429-001-10/19); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.

b) Invoices shall be rendered monthly in arrears.

4.4 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, and invoices shall be rendered "monthly" in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10. 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.

5. Alteration or Changes to the Agreement

5.1 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.

5.2 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.

6. Termination

6.1. COUNTY may terminate this Agreement without cause upon 180 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

6.2 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 that may 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.

6.3 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.

6.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

6.5 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. If CONTRACTOR'S material breach occurs, COUNTY shall provide written notice and a 30 day cure period prior to any termination.

6.6 If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at https://www.sam.gov for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (http://www.epls.gov) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

6.7 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.

7. Ownership/Use of Contract Materials and Products

7.1 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. The service material and reports,

excluding products, which are subject to the product manufacturer's end user license agreement, may be used by the COUNTY for any purpose that the 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.

7.2 Notwithstanding anything to the contrary herein, the parties agree that any know-how, processes, techniques, concepts, methodologies, intellectual property, or tools CONTRACTOR or its employees develop (i) prior to the date of this Agreement, (ii) completely separate and apart from the services at any time, or (iii) in connection with assessment, gap analysis, or policy model related services, shall not be considered work product or work for hire and shall remain the exclusive property of CONTRACTOR, and CONTRACTOR may freely use the same. CONTRACTOR grants to COUNTY a perpetual, non-exclusive, worldwide, royalty free, paid-up, and transferable license to use CONTRACTOR intellectual property solely to the extent it is incorporated into or necessary for use of the deliverables.

8. Product Warranty

8.1 COUNTY acknowledges that (i) it has made the selection of the products based on its own judgment and expressly disclaims any reliance upon statements made by CONTRACTOR, (ii) CONTRACTOR is an authorized reseller of the products, (iii) COUNTY'S use of the products is subject to the applicable product manufacturer's end user license agreement, service level agreement, terms of use or service, or other end user agreements or documents, (iv) the only representations, warranties, indemnities, and other terms relating to the products are those offered by the applicable product manufacturer, and CONTRACTOR will have no responsibility in connection therewith, (v) it expressly waives any claim against CONTRACTOR based upon any infringement or alleged infringement of any patent, copyright, trademark, or other intellectual property rights with respect to the manufacturer's products, and (vi) it assumes all responsibility for ensuring that the manufacturer's products are used in accordance with all applicable laws and regulations.

8.2 The foregoing representations and warranties are expressly in lieu of any other express or implied warranties, including any implied warranty of merchantability or fitness for a particular purpose, and of any other obligation on the part of CONTRACTOR, with respect to the manufacturer's products.

9. Conduct of Contractor

9.1 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.

9.2 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.

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

10. Inspection of Service; Quality Control/Assurance

10.1 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 reperform the services or assist the COUNTY with filing a warranty claim with the product manufacturer to bring the products in conformance with the product documented specifications 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.

10.2 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 the CONTRACTOR.

11. Independent Contractor/Employment Eligibility

11.1 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.

11.2 CONTRACTOR warrants that it shall make commercially reasonable effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

11.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

11.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose

to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

11.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

11.6 CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

12. 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.

13. Disputes

13.1 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 to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

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

session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

14. 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.

15. 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.

16. 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 invoice time and material 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.

17. Confidentiality

17.1 Neither party shall 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 and CONTRACTOR 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.

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

18. Administration/Contract Liaison

The COUNTY Chief Information Security Officer, 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.

19. Notices

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

COUNTY OF RIVERSIDE	**CONTRACTOR**
Riverside County Information Technology	Optiv Security, Inc.
Attn: Procurement Contract Specialist	Attn: Ray Burgess
3450 14th Street, 4th Floor	36 Executive Park, Suite 110
Riverside, CA 92501	Irvine, CA 92614

20. Force Majeure

Except for payment, 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.

21. **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.

22. **Hold Harmless/Indemnification**

22.1 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, action, claim or damage 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 real or tangible personal property damage, bodily injury, or death . CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) to the extent caused by CONTRACTOR'S gross negligent or willful misconduct.

22.2 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 indemnification to Indemnitees as set forth herein.

22.3 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 involving CONTRACTOR'S gross negligence or willful misconduct.

22.4 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.

23. LIMITATION OF LIABILITY

IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES (INCLUDING, WITHOUT LIMITATION SUPPLIERS, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES, WHETHER IN CONTRACT OR IN TORT OR UNDER ANY OTHER LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, STRICT LIABILITY AND NEGLIGENCE), FOR LOST PROFITS OR REVENUES, FOR LOSS OF USE OR LOSS OR CORRUPTION OF DATA, FOR EQUIPMENT OR SYSTEMS OUTAGES OR DOWNTIME, OR FOR ANY INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, MULTIPLE, INCIDENTAL, CONSEQUENTIAL, OR SIMILAR DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE SERVICES, DELIVERABLES, PRODUCTS, THIS AGREEMENT, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL CONTRACTOR'S, CONTRACTOR AFFILIATES', THEIR SUPPLIERS', OR THEIR RESPECTIVE OFFICERS', DIRECTORS', EMPLOYEES', AND AGENTS' AGGREGATE LIABILITY FOR ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH SERVICES, DELIVERABLES, PRODUCTS, THIS AGREEMENT, AND OTHERWISE (INCLUDING NEGLIGENCE, GROSS NEGLIGENCE AND INTENTIONAL TORTS) EXCEED TWO TIMES THE AMOUNT OF FEES ACTUALLY PAID BY COUNTY FOR THE APPLICABLE SERVICE, DELIVERABLE, OR PRODUCT WHICH IS THE SUBJECT OF THE CLAIM DURING THE TWELVE (12) MONTHS PRECEDING THE DATE OF THE CLAIM. NO ACTION REGARDING THE SERVICES, DELIVERABLES, OR PRODUCTS (OTHER THAN WITH RESPECT TO PAYMENTS HEREUNDER) MAY BE BROUGHT MORE THAN TWO (2) YEARS AFTER THE FIRST TO OCCUR OF EITHER (I) THE CONCLUSION OF SERVICES AND DELIVERY OF ANY DELIVERABLES UNDER THE APPLICABLE SOW OR DELIVERY OF THE PRODUCTS, OR (II) THE CLAIMANT PARTY'S KNOWLEDGE OF THE EVENT GIVING RISE TO SUCH CAUSE OF ACTION.

24. **Insurance**

24.1 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.

A. Workers' Compensation:

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

B. Commercial General Liability:

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

C. Vehicle Liability:

If vehicles or mobile equipment is 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.

D. General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the 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 exceeds $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 a properly executed original Certificate(s) of Insurance. 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 cancellation, expiration or reduction in coverage of such insurance. In the event of a 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 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 .

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.

25. General

25.1 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.

25.2 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.

25.3 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.

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

25.5 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.

25.6 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.

25.7 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.

25.8 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.

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

25.10 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).

25.11 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.

25.12 COUNTY agrees that it and its affiliates, and their employees, will not, either during or for a period of twelve (12) months after termination or expiration of this Agreement, solicit to hire as an employee or contractor any of CONTRACTOR'S employees. Publication of open positions in media of general circulation (e.g., Internet website job postings) will not constitute solicitation of employees. If COUNTY hires any employee(s) of CONTRACTOR prior to expiration of the twelve (12) month period, as an employee or contractor, COUNTY agrees to pay to CONTRACTOR as applicable, within thirty (30) days of the hiring date, an amount equal to 20% of person's annual compensation at the time of his or her departure from CONTRACTOR.

25.13 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.

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3.16.a

Attachment: Agreement approved by Counsel (2751 : Blue Coat - Optiv Security)

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IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

By: _____
John J. Benoit, Chairman
Board of Supervisors

Dated: _____

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: _____ 10/26/16
Neal Kipnis,
Deputy County Counsel

OPTIV SECURITY INC.

By: DocuSigned by: Jacquelyn Wayne
381FC9E990885...
Name: Jacquelyn Wayne
Title: Director of Contracts

Dated: 10/20/2016 | 9:53:05 AM PDT
CD10-20-2016

Exhibit A
Equipment and Price List

Line	Product Code	Description	Quantity	Unit Price	Ext. Price
1	ASGS500-20-U25K.	ASG-S500-20-U25K software upgrade	2	$81,985.99	$163,971.98
2	CPOS-ASGS500-Y1	CachePulse Optimization Service, Advanced Secure Gateway model S500, 3YR subscription	2	No Charge	No Charge
3	FI-KASP/SOP-5k-9999-3YR	Blue Coat Software, File Inspection, Dual AV, Kaspersky & Sophos, File Whitelist, 5000-9999 Users – 3YR	5000	$5.03	$25,150.00
4	IS-AWAASWG-5K-10K-1Y	IS Advanced CASB & Advanced Web Security, with Risk Controls, for SWG, Subscription, 5000-9999 Users, 3 YR	5000	$11.11	$55,550.00
5	MC-V10-10	Blue Coat Management Center VA, monitoring & management 10 Assets	1	$1,043.97	$1,043.97
6	RP-S500-20	Blue Coat Reporter RP-S500-20, 24TB	1	$25,200.00	$25,200.00
7	Standard	End Customer Support, Level 1->3 Software Support & Return to Factory Hardware Support for ASG-S500-20 – 3YR Support	2	$105,468.64	$210,937.28
8	Standard	End Customer Support, Level 1->3 Software Support & Return to Factory Hardware Support for RP-S500-20 – 3YR Support	1	$35,100.00	$35,100.00
9	SW Product Support	End Customer Software Product Support, Level 1-3 – 3YR Support	1	$1,869.23	$1,869.23
10	SW-FLASHASG-S500	Flash Proxy License, ASG-S500 – 3YR Subscription	2	$1,060.10	$2,120.20
11		**Total**			

Attachment: Agreement approved by Counsel (2751 : Blue Coat - Optiv Security)

Exhibit B
Implementation Services Scope of Work (SOW)

1. OVERVIEW

COUNTY is looking to implement a Turnkey Blue Coat Proxy Advanced Secure Gateway (ASG) solution within its network environment and has selected CONTRACTOR as an experienced and qualified managed security services company to provide professional services for the installation and initial configuration of the solution.

2. GOALS AND OBJECTIVES

The following goals and objectives have been identified for this project:

2.1 Implement Blue Coat Proxy ASG solution, including Content Analysis System (CAS) functionality

2.2 Review existing department proxy and AD infrastructures, and develop strategies for integrating county departments

2.3 Configure policies appropriate for each department's requirements

3. SERVICE ACTIVITIES AND APPROACH

The following phases and list of activities provide an overview into the work and processes required to complete the services included as a part of this SOW. This list, however, should not be taken as a complete list of tasks. Each phase may change based on the information gathered during the project.

3.1 Project Planning Phase

Kick-Off Call

This Kick-Off Call consists of project planning and coordination and helps to identify the following items:

A. COUNTY and CONTRACTOR resources and roles

B. Agreement on project timeline and resource availability

3.2 Implementation Phase

3.2.1 Discovery and Planning

A. COUNTY in-scope network and application environment

B. Develop an installation, configuration, and testing plan for the Blue Coat appliances

i. Each of the in-scope departments represents different integration scenarios for COUNTY.

ii. Scenario based strategies should be developed to support future integration efforts

3.2.2 Installation and Upgrade

A. Perform first boot on in-scope Blue Coat appliances

B. Install and license in-scope Blue Coat appliances for SGOS and Content Filtering subscriptions

C. Load current stable version of SGOS to appliances to conform to CONTRACTOR best practices

3.16.a

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D. Update in-scope Blue Coat appliances and software to the latest stable service packs and hotfixes

3.2.3 Configuration and Integration of Proxy SG

A. Configure Proxy Services (Ports to be intercepted)
B. Configure in-scope Active Directory integrated authentication realms, including:
   i. Admin
   ii. SSL (optional)
   iii. catch all
C. Validate Internet connectivity and download content filtering databases
D. Configure Content Filtering
E. Create custom exception page
F. Create Default Policies, which may include:
   i. Admin Authentication
   ii. Admin Access
   iii. Web Authentication
   iv. Web Access
   v. Web Content
   vi. SSL Access
G. Create a category based global black or white list
H. Create URL exception white list (if using default allow configuration)
I. Create in-scope Active Directory Group based rules
J. Transparent or Explicit proxy testing to confirm system functionality for:
   i. Proper policy application
   ii. Block page presentation
   iii. Receipt of traffic by Splunk Enterprise SIEM
K. Replicate configuration additional appliances
L. Configure external logging destination, as applicable
M. Test and validate cutover strategies, per department
N. Install and configure Blue Coat Reporter
O. Based on predetermined requirements, configure in-scope reports in Blue Coat Reporter

3.3 Project Documentation Phase

3.3.1 Post-Project Review

A. Provide general knowledge transfer of the following items:
   i. Operational/functional overview of implemented features
   ii. Basic administration (best practices, changes, monitoring, etc.)
   iii. Basic troubleshooting methodologies
   iv. Basic overview of advanced features
   v. Overview of support case generation methodologies

3.3.2 Final Documentation Creation

A. Create the Project Summary Report

4. SERVICE DELIVERABLES

CONTRACTOR shall provide COUNTY with the following deliverable documents in electronic (Adobe PDF) format:

4.1 Project Summary Report

The Project Summary Report will contain a high-level description of the work performed and details of the Blue Coat solutions deployment and includes the following sections:

A. Summary of work performed
B. Architecture diagram
C. Configuration settings
D. Engagement checklist

5. ENVIRONMENT

The following section summarizes COUNTY's network, system, and application environment within the scope of this SOW.

5.1 In-Scope Environment Specifics

Riverside County Information Technology (RCIT)

A. No Internet proxy
B. Microsoft Windows Server DCs running DNS for recursion, Infoblox DNS servers for external resolution (split DNS)
C. Decentralized Active Directory domain

Department of Public Social Services (DPSS)

A. Microsoft Threat Management Gateway (TMG) for proxy
B. Microsoft Windows Server DCs running DNS for recursion, Infoblox DNS servers for external resolution (split DNS)
C. Decentralized Active Directory domain

Sheriff

A. No Internet proxy
B. Microsoft Windows Server 2012 R2 Server DCs running DNS for recursion, Infoblox DNS servers for external resolution (split DNS)
C. Decentralized Active Directory domain

District Attorney

A. No Internet proxy
B. Microsoft Windows Server 2008 R2 Server DCs running DNS for recursion, Infoblox DNS servers for external resolution (split DNS)
C. Decentralized Active Directory domain

Probation

A. Wavecrest CyBlock Internet proxy
B. Microsoft Windows Server 2008 R2 Server DCs running DNS for recursion, Infoblox DNS servers for external resolution (split DNS)
C. Decentralized Active Directory domain

Riverside University Health System (Medical Center, Behavioral Health, Clinics)

A. McAfee (Intel) Web Gateway Internet proxy
B. Microsoft Windows Server DCs running DNS for recursion, Infoblox DNS servers for external resolution (split DNS)
C. Decentralized Active Directory domains (2)

5.2 Scoping Considerations

Specific details relating to the scope are listed below. Scoping details were provided by COUNTY through documents and/or interviews; and some assumptions may have been made based upon industry best practices. Significant variance from this information may result in a Change Order. CONTRACTOR shall not perform any additional work outside of the scope described in this SOW without a signed Change Order.

ScopeItem	Metrics
Hardware and Software Components	
Proxy ASG Appliance	Up to two (2) ASG Appliance
Management Center	One (1) Virtual Appliance
Reporter	One (1) Physical Appliance
Configuration Metrics	
Traffic Routing Mode	Varied, based on department integration strategy
Active Directory Realms	Up to six (6)
Active Directory Group Rules	Up to ten (10)
Reports/Report Templates	Up to ten (10)

5.3 Project Scoping Assumptions

A. CONTRACTOR assumes that all project phases will be conducted from the geographical location(s) or number of location(s) specified herein. A Change Order may be required for any additional locations that require physical visitation by CONTRACTOR's consultants, but are not requested by Riverside County during the project scoping process.

B. Any special conditions not stipulated within this SOW, such as late evening/early morning hour (Monday through Friday 5:00 PM to 8:00 AM and weekends) or holiday hour requirements, or any other special testing windows not stated during the initial scoping, may result in additional fees and may require a Change Order. (Limited penetration testing windows of less than 8 hours in length are not recommended, as they can limit the testing techniques and tools that can be run.)

C. CONTRACTOR assumes that the final deliverable report will be consistent with the items identified in the Deliverables section and/or the scope table within this SOW. A Change Order fee will be applied to any additional reports that are required, but are not requested by COUNTY during the project scoping process and identified in this SOW.

5.4 In-Scope Environment Specifics

A. Version and Upgrades
CONTRACTOR shall apply the most current version available (or as appropriate the best known stable version consistent with COUNTY's patch management policy), of software, patches, and vendor-provided fixes to the installed system(s), provided the systems are current on maintenance and support, and patches can be applied during business hours. CONTRACTOR shall apply one (1) major patch upgrade.

B. System Access and Passwords
CONTRACTOR may require system passwords and admin-level access to the equipment that will be configured throughout the engagement. CONTRACTOR shall coordinate efforts with COUNTY staff to reset passwords and disable/remove any CONTRACTOR-assigned accounts/access upon project completion.

5.5 Out-of-Scope Activities

A. WCCP traffic routing configuration, except for changes in Blue Coat configuration
B. Load balancing configuration
C. Implementation of disaster recovery systems
D. Creation of procedural or process documentation
E. Creation of Run Books
F. Creation of instructional deployment handbooks that enable complete rebuild of all settings and configurations

6. PROFESSIONAL CONSIDERATIONS

6.1 Scheduling

A. CONTRACTOR's POC shall contact COUNTY to set project start dates based on then-current scheduling factors for both parties. CONTRACTOR is committed to completing the project within a timeframe that is agreed upon with COUNTY during the project kickoff meeting.

B. Services cannot be scheduled and detailed project timelines cannot be determined until the SOW is mutually executed. Project start and/or end dates cannot be guaranteed, as many factors outside of CONTRACTOR's control can alter project timelines.

6.2 Rescheduling or Cancellation

Two (2) weeks' written notice in advance of the project start date is required for cancelling or rescheduling any services. If cancellation or rescheduling occurs with less than two (2) weeks' advance notice of the scheduled start date, nonrefundable and/or nontransferable travel expenses will be billed to and paid by COUNTY at actual cost, as well as any frictional costs incurred with rescheduling consultants.

6.3 Project Change Control

In the event that unforeseen factors affect the scope or effort of the project, a mutually agreed-upon Change Order will be created. CONTRACTOR shall provide a Change Order for COUNTY to review and sign before any work outside the original scope is performed or additional expenses are invoiced to COUNTY. The Change Order shall specifically address any variance from the original SOW and the associated costs. A brief explanation of the requirements for the changes shall also be included.

7. Project Management

7.1 Project Management Overview

CONTRACTOR shall conduct status meetings, which may include updates on project status and issues identified and addressed (such as schedule, deliverables, project quality, and team interaction). In addition, CONTRACTOR shall provide immediate notification of issues requiring COUNTY's attention. CONTRACTOR expects that any issues identified will be resolved promptly to avoid impact to the project timelines.

3.16.a

Attachment: Agreement approved by Counsel (2751 : Blue Coat - Optiv Security)

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7.2 CONTRACTOR Project Management Activities

CONTRACTOR's Project Management Activities include:

A. Single POC throughout service(s) engagement
B. Project initiation and kickoff meeting (on-site or remote)
C. Project plan and Work Breakdown Structure development and dissemination
D. Issue and risk identification, quantification, and mitigation
E. Full ownership of project budget, schedule, deliverables, and change management
F. Detailed project reporting with full visibility into scope, budget, and schedule adherence, including weekly status reports outlining project status, issues noted, and issues addressed as they relate to schedule, deliverables, project quality, and team interaction (as applicable)
G. Timely and regular project audits and milestone management
H. Project meetings and key stakeholder communication (on-site or remote)
I. Project close-out and final deliverable acceptance

7.3 CONTRACTOR Responsibilities

The following list details CONTRACTOR's responsibilities for this project:

A. CONTRACTOR consultants consider all COUNTY information and documentation as sensitive and confidential and will handle appropriately.
B. CONTRACTOR shall have no responsibility for non- Contractor -contracted consultants or third parties engaged on the project unless expressly agreed to in writing.

7.4 COUNTY Responsibilities

The following list details COUNTY's responsibilities for this project:

A. COUNTY will designate one (1) employee to serve as a primary POC for the project. The POC will be responsible for scheduling COUNTY resources for required meetings, interviews, and other needs deemed necessary to complete the project work as scoped. The POC will participate in weekly status meetings and will serve as the first point of escalation for any project-related requests or issues.
B. COUNTY will provide access to all proprietary information, applications, and systems necessary to the success of this project.
C. COUNTY will execute all client data gathering activities in an efficient manner, and data will be promptly submitted to CONTRACTOR's consultants within a commercially reasonable response time. Any delays incurred in acquiring this information may result in the need for a Change Order and rescheduling of the project, at the discretion of CONTRACTOR.
D. COUNTY will provide the necessary staff availability to complete identified tasks and/or to participate in interviews. COUNTY's inability to provide this staff may affect the completion of tasks and/or deliverables.
E. COUNTY will provide access to any necessary facility and/or remote access to complete the project.

8. **Pricing Summary**

This Statement of Work is based on a fixed price that includes all CONTRACTOR travel or other expenses related to performance of the Agreement.

	Item	Currency	Amount
1	Implementation Services Scope of Work as defined in this Exhibit B.	USD	$61,300.00
Total		**USD**	**$61,300.00**

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

Item **3.17**

SUBMITTAL DATE:
October 4, 2016

FROM : PUBLIC SOCIAL SERVICES:

SUBJECT: FROM: Department of Public Social Services Approve the Agreement [#CS-03366] with Oak Grove Institute Foundation Inc., doing business as (dba) Oak Grove Center for Education, Treatment and The Arts for Emancipation and Independent Living Program Services, for five (5) years,[Districts - All]; [$5,188,217 total]; [$1,109,310 annually]; [Federal Funds:

RECOMMENDED MOTION: That the Board of Supervisors:
1. Approve and authorize the Chairman of the Board to sign the attached Professional Service Agreement #CS-03366 with Oak Grove Institute Foundation Inc., dba Oak Grove Center for Education, Treatment and The Arts for Emancipation and Independent Living Program Services for an aggregate of $5,188,217 for five (5) years; and,
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of funding to: (a), sign amendments that do not change the substantive terms of the agreement; and (b) sign amendments to the compensation provisions that do not exceed 10% annually, as approved by County Counsel.

slh

Susan Von Zabern
Susan Von Zabern, Director of Public Social Services 10/20/2016

FINANCIAL DATA
Current Fiscal Year:
Next Fiscal Year:
Total Cost:
Ongoing Cost
COST
$ 750,977
$ 1,109,310
$ 5,188,217
$ (e.g. Operations)
NET COUNTY COST
$
$
$
$
SOURCE OF FUNDS: Federal Funding: 46.59%

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

Realignment Funding: 53.41%

Budget Adjustment: No

For Fiscal Year: 16/17 - 20/21
C.E.O. RECOMMENDATION:

BACKGROUND:
Summary
The Independent Living Program (ILP) was authorized by Public Law (P.L.) 99-272 in 1986, through the addition of section 477 to Title IV-E of the Social Security Act. The Act provided funds for programs to facilitate the preparation of Foster Care Youth, ages 16 to 21, to acquire specific life skills competencies enabling youth to become independent adults.

The U.S. Department of Health and Human Services ILP supports the provision of services to help youth prepare for the transition from living within the child welfare system to living on their own as healthy, safe, and productive adults.

Impact on Residents and Businesses
The ILP provides much needed services to the youth of the County of Riverside.

SUPPLEMENTAL:
Additional Fiscal Information
Funding for this contract is comprised of Federal - 46.59% and Realignment - 53.41%

Contract History and Price Reasonableness
On September 24, 2015, County Purchasing released a competitive bid through a Request for Proposal (RFP), #DPARC-481 for the Emancipation and Independent Living Program Services that was advertised through the Public Purchase website seeking proposals for this service. Bid solicitations were e-mailed to 183 companies listed on the Public Purchase Notification Bidders Report. The bid closed on 11/02/2015 and there were a total of 52 vendors who accessed the RFP, and 24 vendors who downloaded the RFP; however, only two (2) proposals were received and the evaluation panel deemed Oak Grove Center for Education, Treatment & The Arts (the incumbent) to be the most responsive and responsible in their proposal. The second bidder was deemed to be non-responsive.

The proposals were reviewed by an evaluation committee consisting of personnel from Purchasing and DPSS, which consisted of (3) members. A best and final offer (BAFO) was sent to Oak Grove and through a series of negotiations the original price was negotiated and was successfully lowered by 37%.

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

Through this intensive negotiation process, the evaluation committee recommends the award be given to Oak Grove Institute Foundation Inc., dba Oak Grove Center for Education, Treatment and The Arts as the lowest cost responsive and responsible bidder. The annual cost for this service shall not exceed $1,109,310.

Oak Grove has provided services to disadvantaged youth for over twenty (20) years and has sites strategically situated in Riverside County, including a recently added location in the Desert area. This new location allows Oak Grove to serve the youth of Riverside County more effectively. Oak Grove has other successful programs for Riverside County's Foster Youth, including Wraparound Services. Additionally, Oak Grove has provided ILP services since 1996. Oak Grove's current ILP offers a full range of services designed to assist and support emancipating foster youth in their transition to independent living.

SvZ:lm

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Automatically repeats SUBJECT from Page 1
DATE: Automatically repeats SUBMITTAL DATE from Page 1
PAGE: 2 of 2

Teresa Summers
Teresa Summers, Assistant Director of Purchasing 10/21/2016

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

FROM: Department of Public Social Services

SUBMITTAL DATE:
October 7, 2016

SUBJECT: Approve the Agreement [#CS-03366] with Oak Grove Institute Foundation Inc., doing business as (dba) Oak Grove Center for Education, Treatment and The Arts for Emancipation and Independent Living Program Services, for five (5) years,[Districts - All]; [$5,188,217 total]; [$1,109,310 annually]; [Federal Funds: 46.59%; Realignment Funds: 53.41%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and authorize the Chairman of the Board to sign the attached Professional Servic Agreement #CS-03366 with Oak Grove Institute Foundation Inc., dba Oak Grove Center fo Education, Treatment and The Arts for Emancipation and Independent Living Program Service for an aggregate of $5,188,217 for five (5) years; and,

2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on th availability of funding to: (a), sign amendments that do not change the substantive terms of th agreement; and (b) sign amendments to the compensation provisions that do not exceed 10% annually, as approved by County Counsel.

slh

Susan von Zabern
Director

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	$ 750,977	$ 1,109,310	$ 5,188,217	$	Consent ☐ Policy ☐
NET COUNTY COST	$	$	$	$	

SOURCE OF FUNDS: **Federal Funding: 46.59%**
Realignment Funding: 53.41%

Budget Adjustment: No

For Fiscal Year: 16/17 – 20/21

C.E.O. RECOMMENDATION:

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

Departmental Concurrence

☐ Positions Added ☐ Change Order
☐ A-30 ☐ 4/5 Vote

Prev. Agn. Ref.: 6/7/16 (3-27), 5/14/13 (3-20) 12/4/12 (3.26) | **District:** All | **Agenda Number:**

Attachment: 102516 - October 25 2016 - Emancipation and Independent Living Program Services - Form-11 (v 3 0) (2597 : 102516 OakGrove

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Approve the Agreement with Oak Grove Institute Foundation Inc., dba Oak Grove Center for Education, Treatment and The Arts for Emancipation and Independent Living Program Services, for five (5) years, [All Districts]; [Total Cost $5,188,217]; [$1,109,310; Source of Funds: Federal: 46.59%; Realignment: 53.41%]
DATE: October 7, 2016

BACKGROUND:
Summary
The Independent Living Program (ILP) was authorized by Public Law (P.L.) 99-272 in 1986, through the addition of section 477 to Title IV-E of the Social Security Act. The Act provided funds for programs to facilitate the preparation of Foster Care Youth, ages 16 to 21, to acquire specific life skills competencies enabling youth to become independent adults.

The U.S. Department of Health and Human Services ILP supports the provision of services to help youth prepare for the transition from living within the child welfare system to living on their own as healthy, safe, and productive adults.

Impact on Residents and Businesses
The ILP provides much needed services to the youth of the County of Riverside.

SUPPLEMENTAL:
Additional Fiscal Information
Funding for this contract is comprised of Federal - 46.59% and Realignment - 53.41%

Contract History and Price Reasonableness
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The proposals were reviewed by an evaluation committee consisting of personnel from Purchasing and DPSS, which consisted of (3) members. A best and final offer (BAFO) was sent to Oak Grove and through a series of negotiations the original price was negotiated and was successfully lowered by 37%.

Through this intensive negotiation process, the evaluation committee recommends the award be given to Oak Grove Institute Foundation Inc., dba Oak Grove Center for Education, Treatment and The Arts as the lowest cost responsive and responsible bidder. The annual cost for this service shall not exceed $1,109,310.

Oak Grove has provided services to disadvantaged youth for over twenty (20) years and has sites strategically situated in Riverside County, including a recently added location in the Desert area. This new location allows Oak Grove to serve the youth of Riverside County more effectively. Oak Grove has other successful programs for Riverside County's Foster Youth, including Wraparound Services. Additionally, Oak Grove has provided ILP services since 1996. Oak Grove's current ILP offers a full range of services designed to assist and support emancipating foster youth in their transition to independent living.

SvZ:lm

Attachment: 102516 - October 25 2016 - Emancipation and Independent Living Program Services - Form-11 (v 3 0) (2597 : 102516 OakGrove

County of Riverside Department of Public Social Services
Contracts Administration Unit
10281 Kidd Street
Riverside, CA 92503

AGREEMENT: CS-03366

CONTRACTOR: Oak Grove Institute Foundation Inc.
dba Oak Grove Center for Education, Treatment & The Arts

EFFECTIVE: November 1, 2016 - June 30, 2021

ANNUAL MAXIMUM REIMBURSABLE AMOUNT: FY 16/17 $750,977.00
FY 17/18 – 20/21 $1,109,310.00

MAXIMUM AGGREGATE REIMBURSABLE AMOUNT: $5,188,217.00

WHEREAS, the County of Riverside, Department of Public Social Services, (hereinafter referred to as the "County and or "DPSS") desires to provide Emancipation and Independent Living Program Services;

WHEREAS, Oak Grove Center for Education, Treatment & The Arts (hereinafter referred to as the "Contractor") is qualified to provide Emancipation and Independent Living Program Services;

WHEREAS, DPSS desires Contractor, to perform these services in accordance with the TERMS and CONDITIONS (T&C) attached hereto and incorporated herein by this reference. The T&C specify the responsibilities of DPSS and the Contractor;

NOW THEREFORE, DPSS and the Contractor do hereby covenant and agree that the Contractor shall provide said services in return for monetary compensation, all in accordance with the TERMS and CONDITIONS contained herein and exhibits attached hereto and incorporated herein (hereinafter referred to as an "Agreement").

Authorized Signature for County:	Authorized Signature for Oak Grove Institute Foundation Inc.
Printed Name of Person Signing: John J. Benoit	Printed Name of Person Signing: Tammy Wilson
Title: Chair, Board of Supervisors	Title: Chief Executive Officer
Address: 10281 Kidd St. Riverside, CA 92503	Address: 24275 Jefferson Avenue Murrieta, CA 92362
Date Signed:	Date Signed:

Attachment: CS-03366 - 16-17 - Oak Grove Institute Foundation Inc - Emancipation and Independent Living Program Services - (v 1 0) (003)

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List of Exhibits

Exhibit A- Exhibit A- ETO Sublicense Agreement
Exhibit B- Incident Report, Revised 7/19/16
Exhibit C- DPSS 2076A, DPSS 2076B & Instructions
Exhibit D- Line Item Budget and Narrative
Exhibit E- Assurance of Compliance

Attachment: CS-03366 - 16-17 - Oak Grove Institute Foundation Inc - Emancipation and Independent Living Program Services - (v 1 0) (003)

I. DEFINITIONS

A. "Contractor" refers to Oak Grove Center for Education, Treatment & The Arts and its employees, agents and representatives providing services under this Agreement.

B. "DPSS and/or County" refers to the County of Riverside and its Department of Public Social Services, which has administrative responsibility for this Agreement.

C. "Subcontract" refers to any contract, purchase order, or other purchase agreement, including modifications and change orders to the foregoing, entered into by the Contractor with a subcontractor to furnish supplies, materials, equipment, and services for the performance of any of the terms and conditions contained in this Agreement.

D. "Subcontractor" means any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the Contractor or another subcontractor.

E. "After-Care Youth" refers to former foster youth eligible to receive ILP services between the ages of sixteen (16) through twenty-one (21) for whom court dependency has been terminated.

F. "CSD" refers to the Riverside County Department of Public Social Services, Children's Services Division

G. "CSEC" refers to Commercially Sexually Exploited Children.

H. "ETO" refers to the Efforts to Outcome software for reporting.

I. "In-Care Youth" refers to youth eligible to receive services that are currently court dependents with an active CSD case and are between the ages of sixteen (16) through twenty-one (21).

J. "ILP" refers to the Independent Living Program.

K. "Seminars" refers to educational discussion groups to present and discuss specific topics relevant to ILP youth and their foster care providers.

L. "Special Events" refers to events in a centrally located site that afford youth the opportunity to learn about and participate in a wide range of services. Examples include, but are not limited to, college tours and career fairs.

M. "THRIVE Program" refers to Oak Grove's Independent Living Program.

N. "TILP" refers to Transitional Independent Living Plan, a written service delivery plan available on the Child Welfare Services/Case Management Services (CWS/CMS) that identifies the youth's current level of functioning, emancipation goals and the specific skills needed to prepare the youth to live independently upon leaving foster care. The plan is mutually agreed upon by the youth and the social worker/probation officer.

O. "Workshops" refer to brief, intensive educational programs for youth and their foster care providers that emphasize participation in problem solving.

Attachment: CS-03366 - 16-17 - Oak Grove Institute Foundation Inc - Emancipation and Independent Living Program Services - (v 1 0) (003)

II. BACKGROUND

The Independent Living Program was authorized by the Foster Care Independence Act of 1999 (Public Law 106-169) with the goal of providing training and services to assist current and former foster youth achieve self-sufficiency prior to and after leaving the foster care system. Upon emancipation, youth ought to be sufficiently equipped with life skills to function as healthy, productive, and responsible self-sufficient adults.

The Riverside County Independent Living Skills Program mission is to promote: 1) Education, 2) Employment, 3) Permanency, 4) Health & Safety, and to provide current and former foster youth with 5) resources that promote their self-sufficiency and independence.

III. OBJECTIVE(S):

Short-Term Objective(s):

Objective 1: Ensure that youth receive ILP Life Skills Services in order to learn basic living skills and increase knowledge in the areas of health and safety, risky behavior, and healthy lifestyles in order to effectively transition to independence as adults.

Objective 2: Improved access to services for Riverside County dependents and emancipated youth between the ages of sixteen (16) and Twenty-one (21) who participated in ILP services.

Objective 3: Improved life skills for Riverside County dependents and emancipated youth between the ages of sixteen (16) and Twenty-one (21) who participated in ILP services.

Objective 4: Improved perceived confidence for Riverside County dependents and emancipated youth between the ages of sixteen (16) and Twenty-one (21) who participated in ILP services.

Objective 5: Improved perceived permanency for Riverside County dependents and emancipated youth between the ages of sixteen (16) and Twenty-one (21) who participated in ILP services.

Long-Term Objective(s)

Objective 6: Improved education attainment for Riverside County dependents and emancipated youth between the ages of sixteen (16) and Twenty-one (21) who participated in ILP services.

Objective 7: Improved employment attainment for Riverside County dependents and emancipated youth between the ages of sixteen (16) and Twenty-one (21) who participated in ILP services.

Objective 8: Improved permanency for Riverside County dependents and emancipated youth between the ages of sixteen (16) and Twenty-one (21) who participated in ILP services.

If the need arises to deviate from the above, flexibility shall be allowed so that, upon mutual agreement, DPSS and Contractor can make adjustments that best meet the needs of the youth and program, If changes are deemed appropriate, DPSS shall incorporate such changes by amendment.

Attachment: CS-03366 - 16-17 - Oak Grove Institute Foundation Inc - Emancipation and Independent Living Program Services - (v 1 0) (003)

IV. DPSS RESPONSIBILITIES

DPSS shall:

A. Assign staff to be the liaison between DPSS and the Contractor.

B. DPSS may monitor the performance of the Contractor in meeting the terms, conditions and services in this Agreement. DPSS, at its sole discretion, may monitor the performance of the Contractor through any combination of the following methods: periodic on-site visits, annual inspections, evaluations and Contractor self-monitoring.

C. Refer youth to be served, and will provide case management functions as required by California Department of Social Services (CDSS) regulations to in-care youth.

D. Complete an assessment (Ansell-Casey) and Transitional Independent Living Plan (TILP) for each in-care youth, identifying needed skills and knowledge, and provide ongoing case management.

E. DPSS shall provide the Contractor with a completed TILP, and a copy of the Youth's assessment, when referring in-care youth to the Contractor for services.

F. Complete ETO Referral Form in the ETO system.

V. CONTRACTOR RESPONSIBILITIES

A. SCOPE OF SERVICE

1. Assign staff to be the liaison between the Contractor and DPSS.

2. Contractor shall use the ARISE and Resiliency model framework focusing on, but not limited to: Anger Management; Substance Abuse and Guns; Domestic and Sexual Abuse; Violence and Conflict; Self-Esteem; Learning Strategies and Time Management; Networking, Jobs, and Money; Health and Hygiene; and Nutrition and Exercise.

3. Contractor shall accept referrals from DPSS for after-care youth to provide all ILP services; and accept referrals from DPSS for in-care youth to provide life skills workshops, seminars, and special events. Contractor shall provide services that are current, relevant, and consistent with the Transitional Independent Living Plan (TILP).

4. Contractor shall adhere to the current DPSS referral process and shall adhere to any future changes in the referral process stipulated by DPSS. Such changes shall be communicated to Contractor in advance.

5. Contractor shall implement service delivery processes that ascribe to utilizing the concepts of the Ansell-Casey Life Skills Assessment and Positive Youth Development. Positive Youth Development is an approach towards all youth that builds on their assets and their potential, and helps counter the problems that may affect them. Contractor shall administer the Ansell-Casey Life Skills Assessment and Positive Youth Development for After-Care youth and complete a TILP for Kin-Gap referred youth who are receiving ILP services. In cases where Kin-Gap youth do not complete the program and a TILP was not completed; Contractor shall conduct due diligence by making two (2) attempts to contact the youth and document case record in ETO.

6. Contractor shall deliver outcome driven services and identify factors that accurately reflect the youth's progress towards the stated goals: Education, Employment, Permanency, Daily Living Skills, and Health and Safety.

Attachment: CS-03366 - 16-17 - Oak Grove Institute Foundation Inc - Emancipation and Independent Living Program Services - (v 1 0) (003)

Services provided to youth shall be evaluated based on pre-test scores compared to post-test scores on Ansell-Casey Life Skills Assessment, and satisfaction surveys related to the quality and perceived usefulness of material learned. The A to O Assessment shall be utilized to evaluate progress toward the stated goals of Education, Employment, Permanency and Daily Living Skills.

7. Contractor shall be responsible for actively linking ILP youth with needed services. Contractor shall follow-up to verify that the link was successful.

8. Contractor shall not refer a youth to a third party to address the original reason for ILP referral without prior approval from the assigned social worker or designated County liaison (e.g., DPSS Social Worker refers youth to Contractor for employment help. Contractor then refers youth to a third party to receive employment help rather than providing the help to the youth). Documentation of the services obtained for the youth must be provided to the assigned social worker or designated County liaison.

9. Contractor shall develop a procedure for scheduling all ILP activities that meet the needs of ILP youth and share this procedure with DPSS.

10. Contractor shall maintain accurate case records of all services provided.

11. Contractor shall contact youth's assigned social worker by telephone or email monthly, when warranted. It is expected that Contractor shall contact the assigned social worker when necessary.

12. Contractor shall provide workshops and services to all eligible program youth. Workshops and services shall be provided throughout the year and shall include coaching, mentoring, and formal ILP instruction. ILP Workshops shall be designed as Level 1: Basic ILP Skills and Level 2: Advanced ILP Skills. Level 1 Basic ILP skills may be administered at any time if a youth and or workshop is not grasping the skills and concepts in the Advanced Level 2 curriculum. Level 2 workshops shall span the course of one (1) year and shall include the comprehensive ILP curriculum spread over four (4) quarters that consist of ten (10) weeks.

    Each quarter shall consist of the following format:

    a. Workshops (Weeks 1-7)
        (1.) Quarter 1: Education, Job Seeking, and Job Maintenance Skills
        (2.) Quarter 2: Social Skills, Food Management, Home and Safety
        (3.) Quarter 3: Personal Care, Health, Housing, Pregnancy Prevention, Parenting and Child Care
        (4.) Quarter 4: Money Management, Transportation, Community Resources Understanding the Law, and Recreation

    b. Seminar (Weeks 8-9)
        (1.) Quarter 1: Army and Navy plus Job Opportunities
        (2.) Quarter 2: Nutrition Safety and Healthy Meals
        (3.) Quarter 3: Certified Drug and Alcohol Coordinator, Housing Options, and Transportation Access
        (4.) Quarter 4: Buying a Car, Dealing with the DMV, Safety Awareness and Being a Responsible Adult, Mock Car Dealership

Attachment: CS-03366 - 16-17 - Oak Grove Institute Foundation Inc - Emancipation and Independent Living Program Services - (v 1 0) (003)

c. Special Event (Week 10)
   (1.) Quarter 1: Job Interviews, Readiness; Awards Dinner-Cultural Awareness, Celebration and Sharing
   (2.) Quarter 2: Holiday Dinner. Youth shall plan and prepare dinner of families and other participants for Culmination Celebration-Awards-Recognition Dinner
   (3.) Quarter 3: Culmination Celebration Family Style Dinner and Appreciation
   (4.) Quarter 4: Family Style BBQ including learning how to prepare and execute a BBQ

If the need arises to deviate from the above, flexibility shall be allowed so that Contractor can make adjustments that best meet the needs of youth and program. However, Contractor shall consult with DPSS so that changes are communicated and agreed upon, prior to implementation of change.

13. Contractor shall:
    a. Secure presenters and trainers for workshops and seminars, who are engaging, motivating and knowledgeable concerning challenges faced by youth today. Presenters are expected to address youth in an effective manner. Success and effectiveness of speakers will be determined by participants' evaluations
    b. Administer the pre A to O assessment at the beginning of each quarter to a 20% random sample of ILP youth receiving ILP workshop services. The sample selection process should be completed using Microsoft Excel Randomizer function to choose from a roster of workshop participants prior to the first workshop, and include a large enough pool to allow for 20% sample in the case of absences.
    c. Administer the post A to O assessment at the end of each quarter to ILP youth receiving ILP workshop services who were previously selected to complete the pre A to assessment.
    d. Administer the post Ansell-Casey Life Skills Assessment at program discharge for each client who completed 40 weeks of ILP services.
    e. Provide CSD Program Evaluation unit the Ansell-Casey data in a format provided and/or described by CSD
    f. Ensure presenters and trainers, and the efficacy of the learning objectives, are held to this standard by conducting evaluations at workshops and seminars and by monitoring participants' feedback.

14. Contractor shall provide access to computers for program youth at all facilities and shall use computers for instruction when appropriate.

15. Contractor shall offer and facilitate seminars, workshops, and special events that are relevant to each target population group tailored for maximum effect. For example, high school seniors who are considering continuing their education are eligible for financial aid. A workshop, which includes the completion of Free Application for Federal Student Aid (FAFSA) and financial aid applications, should be held a minimum of sixty (60) days prior to the due date for submitting these forms.

16. Contractor shall provide incentives in the form of gift cards, electronic devices and other monetary or non-monetary gifts to youth that participate in ILP program services. An Incentive Policy shall be developed by Contractor within three (3) months from execution of agreement, and shall be provided to DPSS for approval. Once approved, Contractor shall follow the Incentive Policy.

17. Contractor shall ensure services are culturally, linguistically, age, and developmentally appropriate to the target population by evaluating youth's needs and goals based on, but

Attachment: CS-03366 - 16-17 - Oak Grove Institute Foundation Inc - Emancipation and Independent Living Program Services - (v 1 0) (003)

not limited to, developmental level, age, language and cultural aspects influencing goals and tailoring service delivery based on those needs.

18. Contractor shall adhere to the following schedule for drop-in hours, workshops and seminars:

    All seminars and workshops must be conducted Monday through Friday during the evening hours to accommodate the non-school hour availability of the foster youth and their care providers.

    List of locations: Corona, Murrieta, Perris, Riverside (2 locations) Riverside, Moreno Valley, and Bermuda Dunes (Desert)

19. Contractor shall provide twenty-four (24) hours per day, seven (7) days per week response to ILP youth for emergency needs during after-hours and regular business hours. Contractor shall be expected to address and meet the youth's emergency need (e.g., provide motel voucher, assist with placement in emergency shelter, provide clothes or food, etc.).

20. Contractor shall work cooperatively with and engage Group Home (GH) and Foster Family Agencies' (FFA) management and staff, relative caregivers and foster parents, in providing ILP services to ensure youth are able to access, participate and successfully complete ILP services.

21. Contractor shall use the Positive Youth Development strategies and any other statistically validated strategies to engage youth, paying special attention to the difficult to serve populations (e.g., delinquent, runaway, developmentally delayed or pregnant/parenting youth) at every step of the process: prior to receiving services, while disposing of services, and during participation in services.

22. Contractor shall include the following in their plans: a) Detailed information on the strategy and plan for providing seminars, workshops, coaching, and peer counseling. b) An evidence-based plan which includes the proposed methodology(s) for providing effective outreach services to youth for special events, seminars and workshops. C) A plan which includes proposed methodology for incorporating care providers in the youth's living skills learning process. Plan shall detail how the chosen methodology will address the transfer of skills learned by the youth from the classroom, to the home. For example, if a youth is taught to cook a meal, he or she is given opportunities in the home to cook as learning reinforcement.

23. Contractor shall support foster care providers, caregivers or adult mentors' participation with their foster youth, and encourage providers to play an integral part in reinforcing the learning process by providing practical opportunities for youth to utilize skills such as, interviewing techniques, e.g., conducting mock interviews in the home; drafting employment resumes; techniques for succeeding in high school; preparing for college; and learning basic everyday living skills, such as cooking, doing laundry, and utilizing mass transit as a means of transportation.

24. Upon request by DPSS, Contractor shall work with DPSS on an annual basis in developing a curriculum or adjusting the current curriculum for workshops, seminars, and special events that will continue to meet the ongoing needs of youth.

Attachment: CS-03366 - 16-17 - Oak Grove Institute Foundation Inc - Emancipation and Independent Living Program Services - (v 1 0) (003)

25. Upon request by DPSS, Contractor shall attend Joint Operational Meetings (JOM) with DPSS on a quarterly basis. JOM locations to be mutually agreed upon by Contractor and DPSS upon award.

26. Contractor shall provide meals during lunch and/or dinner hours for planned events, seminars and workshops. Snacks for seminars and workshops shall be provided when appropriate. A meal is different from a snack in that meals are larger, more varied, and more filling than snacks.

27. Contractor shall submit to DPSS for written approval their proposed curriculum, including pre-and post-test or tools used for measuring success before any such seminar, or workshop, or tests are conducted.

28. Contractor shall make services accessible to youth by assisting with transportation of the youth, to and from seminars and workshops or by making location of seminars and workshops accessible to youth. For instance, scheduling seminars and workshops at various sites throughout the county to maximize participation and reduce transportation barrier (e.g., schools or community centers).

29. Contractor shall provide outreach, follow-up training, and individual services and planning for youth who have been identified by DPSS as having learning disabilities or who are developmentally delayed. Contractor shall make necessary accommodations to assist identified youth during workshops to answer questions, and maximize learning and participation.

30. CSEC Training

    a. Contractor shall provide six (6) CSEC seminars to foster youth and their caregivers conducted concurrently in two separate sessions each Fiscal Year.
    b. Contractor shall train up to 80 participants per session.
    c. Contractor shall provide one (1) meal at each seminar.
    d. Contractor shall provide outreach, advertisements and meals to foster youth and caregivers for CSEC training without additional compensation.
    e. Contractor shall receive $3,250 per session.

B. PROGRAM EVALUATION

DPSS will evaluate the efficacy of delivered services and successful accomplishment of short-term program outcomes and objective. DPSS will further evaluate the impact of delivered services and successful accomplishment of long-term program outcomes and objectives. The contractor shall aim to meet the following short-term outcome(s):

Short-Term Outcome(s):
Outcome 1: By the end of each fiscal year, provide cultural and age sensitive ILP services to a minimum of 1,200 Riverside County dependents and emancipated youth between the ages of sixteen (16) and Twenty-one (21). ILP services may include but are not limited to: Workshops, seminars, special events, contact with youth and/or youth's social worker, coaching, mentoring, providing youth with incentives, and emergency assistance.
Outcome 2: Each individual THRIVE Program graduating youth, who completed the 40 week ILP curriculum will demonstrate a 25% increase in knowledge of life skills pre and post score in the areas of 1) daily living, 2) self-care, 3) relationships and communication, 4) housing and money management, 5) work and study, 6) and career and education planning

Attachment: CS-03366 - 16-17 - Oak Grove Institute Foundation Inc - Emancipation and Independent Living Program Services - (v 1 0) (003)

as measure by a validated instrument (Ansell-Casey Life Skills Assessment) provided or approved by DPSS.

Outcome 3: Each individual THRIVE Program graduating youth, who completed the 40 week ILP curriculum will demonstrate a 25% increase in perceived confidence pre and post score as measure by a validated instrument (Ansell-Casey Life Skills Assessment) provided or approved by DPSS.

Outcome 4: Each individual THRIVE Program graduating youth, who completed the 40 week of ILP curriculum will demonstrate a 25% increase in perceived permanency pre and post score as measure by a validated instrument (Ansell-Casey Life Skills Assessment) provided or approved by DPSS.

2. Long-Term Outcome(s):

Outcome 5: The percentage of Riverside County dependents and emancipated youth between the ages of sixteen (16) and Twenty-one (21) who participated in ILP services and obtained an education by 1) graduating from high school, 2) receiving a general equivalency degree (GED), 3) receiving a high school proficiency certificate, 4) completing a vocational education program, or 5) graduating from a two-year or four-year college, 12 months subsequent to program discharge.

Outcome 6: The percentage of Riverside County dependents and emancipated youth between the ages of sixteen (16) and Twenty-one (21) who participated in ILP services and obtained employment and/or have additional means of financial support to provide for themselves, 12 months subsequent to program discharge.

Outcome 7: The percentage of Riverside County dependents and emancipated youth between the ages of sixteen (16) and Twenty-one (21) who participated in ILP services and have stable housing or placement, 12 months subsequent to program discharge.

C. REPORTING

The Contractor shall:

1. Collaborate with a designated DPSS staff person and will be required to provide, at minimum, quarterly program progress reports (Based on A to O Assessment) which describe success in meeting programs goals and objectives. Electronic client-level data will be collected for each client (Demographic, A to O Assessment, and Ansell-Casey Life Skills Assessment) as services are provided to evaluate the designated outcome objective(s) in accordance to Contractor's outcome plan.

2. Upon request, work in conjunction with DPSS, Children's Services Division (CSD) to provide necessary information to complete all relevant ILP state report(s) as indicated by the CSD Program Liaison(s). Contractor shall complete report sections designated by DPSS, CSD, no later than (2) weeks from the request.

3. Utilize the Efforts to Outcomes (ETO) software provided by DPSS, to document case records for each youth referred. **Exhibit A,** ETO Sublicense Agreement is attached hereto and incorporated herein by this reference. ETO is a database designed to measure the progress of ILP youth, as well as, measure the effectiveness and overall impact of the ILP. All services received by each youth shall be documented in the youth's case record within ETO, which provides the data necessary to complete and compile the monthly, quarterly and semi-annual reports that must be completed by DPSS.

   Data to be documented within ETO by the Contractor shall include but is not limited to:

   a. All services provided to youth.

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b. Contacts made with participants.
c. Other relevant case notes.

4. Contractor shall provide **Exhibit B,** Incident Report, attached hereto and incorporated herein by this reference for reporting special incidents involving staff, clients, volunteers, subcontracted staff and property.

D. FISCAL

1. MAXIMUM REIMBURSABLE AMOUNT

Total payment under this Agreement shall not exceed in aggregate $5,188,217.00.

Annually, payments shall not exceed:

FISCAL YEAR PERIOD	ANNUAL PAYMENT
November1, 2016 through June 30, 2017	750,977.00
July 1, 2017 through June 30, 2018	1,109,310.00
July 1, 2018 through June 30, 2019	1,109,310.00
July 1, 2019 through June 30, 2020	1,109,310.00
July 1, 2020 through June 30, 2021	1,109,310.00
Total	5,188,217.00

2. LINE ITEM BUDGET

DPSS will pay the Contractor for services performed under this Agreement according to the 12-Month Line Item Budget and Narrative in **Exhibit D**.

3. METHOD, TIME AND SCHEDULE CONDITIONS OF PAYMENT

a. The Contractor will be paid the actual amount of each monthly invoice for payment. If the required supporting documentation is not provided, DPSS may delay payment until the information is received by DPSS. The Contractor shall provide the following supporting documentation along with the monthly invoice to justify invoice amounts:

i. Payroll, Salary, and Benefits
   a) Payroll Report, including employee names, hours, wage rate, wage amount, benefit amount, pay dates, and
   b) Time and Activity report including employee names, dates worked, hours allocated to DPSS programs.

ii. Operating Expenses
   a) Schedule or statement of costs, allocation basis to DPSS, or
   b) Copy of invoices.

iii. Administrative Costs
   a) Cost Schedule, allocation basis , calculation allocating costs to DPSS program, or
   b) Copy of invoices or receipts, or
   c) Approved Indirect Cost Rate (ICR).

iv. Graduation Incentives
Contractor shall provide the following supporting documentation along with the monthly invoice to be reimbursed for the incentives.

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a) Description of item
b) Client signature log including date, youth name, item issued, program, & youth signature.

In the event Contractor is unable to locate youth to issue incentives, Contractor must contact the Regional Manager or Assistant Regional Manager and the Program Specialist of the ILP program, to facilitate issuance of warrant. If DPSS ILP staff facilitates issuance of funds, Contractor must submit proof of issuance to youth along with the monthly invoice.

b. All completed claims must be submitted on a monthly basis no later than 30 days after the end of each month in which the services were provided. All complete claims submitted in a timely manner shall be processed within forty-five (45) calendar days.

c. The Contractor shall submit DPSS Forms 2076A, 2076B (if applicable) (Exhibit C), following the instructions set forth. Exhibit C is attached hereto and incorporated herein by this reference for request of all payments.

d. Each claiming period shall consist of a calendar month claiming period. Contractor Invoice estimates for May and June are due no later than the 5th of June. Actual Contractor invoices for May and June are due no later than the 30th of July.

4. FINANCIAL RESOURCES
The Contractor warrants that during the term of this Agreement, the Contractor shall retain sufficient financial resources necessary to perform all aspects of its obligations, as described under this Agreement. Further, the Contractor warrants that there has been no adverse material change in the Contractor, Parent, or Subsidiary business entities, resulting in negative impact to the financial condition and circumstances of the Contractor since the date of the most recent financial statements.

5. RECORDS, INSPECTIONS AND AUDITS
a. The Contractor shall maintain auditable books, records, documents, and other evidence pertaining to costs and expenses in this Agreement. The Contractor shall maintain these records for three (3) years after final payment has been made or until all pending County, State, and Federal audits, if any, are completed, whichever is later.

b. Any authorized representative of the County of Riverside, the State of California, and the Federal government shall have access to any books, documents, papers, electronic data, and other records, which these representatives may determine to be pertinent to this Agreement, for the purpose of performing an audit, evaluation, inspection, review, assessment, or examination. These representatives are authorized to obtain excerpts, transcripts, and copies, as they deem necessary. Further, these authorized representatives shall have the right at all reasonable times to inspect or otherwise evaluate the work performed, or being performed, under this Agreement and the premises in which it is being performed.

c. This access to records includes, but is not limited to, service delivery, referral, financial, and administrative documents for three (3) years after final payment is made, or until all pending County, State, and Federal audits are completed, whichever is later.

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d. Should the Contractor disagree with any audit conducted by DPSS, the Contractor shall have the right to employ a licensed, Certified Public Accountant (CPA) to prepare and file with DPSS a certified financial and compliance audit that is in compliance with generally-accepted government accounting standards of related services provided during the term of this Agreement. The Contractor shall not be reimbursed by DPSS for such an audit.

e. In the event the Contractor does not make available its books and financial records at the location where they are normally maintained, the Contractor agrees to pay all necessary and reasonable expenses, including legal fees, incurred by DPSS in conducting such an audit.

f. Contractors that expend $750,000 or more in a year in Federal funding shall obtain an audit performed by an independent auditor in accordance with generally accepted governmental auditing standards covering financial and compliance audits as per the Single Audit Act of 1984 and the Single Audit Act Amendments of 1996, as per OMB Circular A-133. However, records must be available for review and audit by appropriate officials of Federal, State and County agencies.

6. SUPPLANTATION

The Contractor shall not supplant any federal, state, or County funds intended for the purpose of this Agreement with any funds made available under any other Agreement. The Contractor shall not claim reimbursement from DPSS for, or apply any sums received from DPSS, with respect to the portion of its obligations, which have been paid by another source of revenue. The Contractor agrees that it will not use funds received pursuant to this Agreement, either directly or indirectly, as a contribution or compensation for purposes of obtaining state funds under any state program or County funds under any County programs without prior approval of DPSS.

7. DISALLOWANCE

In the event the Contractor receives payment for services under this Agreement which is later disallowed for nonconformance with the terms and conditions herein by DPSS, the Contractor shall promptly refund the disallowed amount to DPSS on request, or at its option, DPSS may offset the amount disallowed from any payment due to the Contractor under any agreement with DPSS.

8. CAPITAL EQUIPMENT

a. All items purchased with funds provided under this Agreement expressly for the purpose of equipment purchases, or those items furnished to the Contractor that have a single unit cost of at least $100, including sales tax, and a useful life of more than one (1) year, shall be considered capital equipment. The title to all items of capital equipment purchased vests and will remain in the County of Riverside Department of Public Social Services. If state funding is used, title shall vest and remain with the State of California. If the capital equipment is used for activities besides those required for this Agreement, costs must be prorated accordingly. Upon termination of this Agreement, the Contractor shall immediately return any items of capital equipment to the DPSS (or the state) or its representative, or dispose of them in accordance with the directions of the County of Riverside DPSS (or the State Department of Social Services [DSS]). The Contractor further agrees to the following:

(1.) To maintain all items of capital equipment in good working order and condition, normal wear and tear excepted;

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(2.) To label and number all items of capital equipment, do periodic inventories as required by DPSS, and maintain an inventory list showing where and how the capital equipment is being used in accordance with procedures developed by DPSS. All such lists shall be submitted to DPSS or DSS with ten (10) days of any request therefore; and

(3.) To report in writing to DPSS immediately after discovery, the loss or theft of any items of capital equipment. For stolen items, the local law enforcement agency must be contacted and a copy of the police report must be submitted to DPSS.

b. The purchase of any capital equipment by the Contractor shall require the prior written approval of DPSS, and shall fulfill the provisions of this Agreement, which are appropriate and directly related to the Contractor's services or activities under the terms of this Agreement. DPSS may refuse reimbursement for any costs resulting from capital equipment purchased, which are incurred by the Contractor if prior approval has not been obtained from DPSS.

E. ADMINISTRATIVE

1. CONFLICT OF INTEREST

The Contractor, Contractor's employees, and agents shall have no interest, and shall not acquire any interest, direct or indirect, which shall conflict in any manner or degree with the performance of services required under this Agreement.

2. CONFIDENTIALITY

The Contractor shall maintain the confidentiality of all information and records and comply with all other statutory laws and regulations relating to privacy and confidentiality.

Each party shall ensure that case record information is kept confidential when it identifies an individual by name, address, or other information. Confidential information requires special precautions to protect it from loss, unauthorized use, access, disclosure, modification, and destruction.

The parties to this Agreement shall keep all information that is exchanged between them in the strictest confidence, in accordance with Section 10850 of the Welfare and Institutions Code. All records and information concerning any and all persons referred to the Contractor shall be considered and kept confidential by the Contractor, its staff, agents, employees and volunteers. The Contractor shall require all of its employees, agents, subcontractors and volunteer staff who may provide services under this Agreement with the Contractor before commencing the provision of any such services, to maintain the confidentiality of any and all materials and information with which they may come into contact, or the identities or any identifying characteristics or information with respect to any and all participants referred to the Contractor by Riverside County.

The confidentiality of juvenile records is established under section 827 and 828 of the Welfare and Institutions Code, California Rules of Court, Rule 5.552 and case law. The Juvenile Court has exclusive jurisdiction over juvenile records and information and has the responsibility to protect the interests of minors and their families in the confidentiality of any records and information concerning minors involved in the justice system and to provide a reasonable method for release of these records and information in appropriate circumstances.

Contractor shall ensure that no person will publish, disclose, use, permit, or cause to be published, disclosed, or used, any confidential information pertaining to any applicant or recipient of services under this Agreement. The Contractor agrees to inform all persons

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directly or indirectly involved in administration of services provided under this Agreement of the above provisions and that any person deliberately violating these provisions is guilty of a misdemeanor.

3. HOLD HARMLESS/INDEMNIFICATION
Contractor agrees to indemnify and hold harmless County, all Agencies, Districts, Special Districts and Departments of County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of Contractor, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, death, or any other element of any kind or nature whatsoever arising from the performance of Contractor, its officers, agents, employees, subcontractors, agents or representatives from this Agreement. Contractor shall defend, at its sole expense, all costs and fees, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, of County, all Agencies, Districts, Special Districts and Departments of County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents or representatives in any claim or action based upon such alleged acts or omissions.

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 choice, subject to the approval of County, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification to County as set forth herein. Contractor's obligation to defend, indemnify and hold harmless County shall be subject to County having given Contractor written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at Contractor's expense, for the defense or settlement thereof. Contractor's obligation hereunder shall be satisfied when Contractor has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless County herein from third party claims.

In the event there is conflict between this clause and California Civil Code §2782, this clause shall be interpreted to comply with Civil Code §2782. Such interpretation shall not relieve the Contractor from indemnifying County to the fullest extent allowed by law.

4. INSURANCE
   a. 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.

      (1) Worker's Compensation:
      If the Contractor has employees as defined by the State of California, the Contractor shall maintain statutory Worker's Compensation Insurance (Coverage

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A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than $1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

(2) Commercial General Liability:
Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, 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.

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

(4) Professional Liability:
If, at any time during the duration of this Agreement and any renewal or extension thereof, the Contractor, its employees, agents or subcontractors provide professional counseling for issues of medical diagnosis, medical treatment, mental health, dispute resolution or any other services for which it is the usual and customary practice to maintain Professional Liability Insurance, the Contractor shall procure and maintain Professional Liability Insurance (Errors & Omissions), providing coverage for performance of work included within this Agreement, with a limit of liability of not less than $1,000,000 per occurrence and $2,000,000 annual aggregate. If Contractor's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement. Upon termination of this Agreement or the expiration or cancellation of the claims made insurance policy Contractor shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or, 2) Prior Dates Coverage from a new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or, 3) demonstrate through Certificates of Insurance that Contractor has maintained continuous coverage with the same or original insurer. Coverage provided under items 1), 2) or 3) will continue for a period of five (5) years beyond the termination of this Agreement.

b. General Insurance Provisions – All lines:
(1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular

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insurer such waiver is only valid for that specific insurer and only for one policy term.

(2) The Contractor's insurance carrier(s) must declare its insurance self-insured retentions. If such self-insured retentions exceed $500,000 per occurrence such retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the County, and at the election of the County's Risk Manager, Contractor's carriers shall either; 1) reduce or eliminate such self-insured 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 coverages set forth herein and the insurance required herein is in full force and effect. Contractor shall not commence operations until the County has been furnished original Certificate(s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

(4) It is understood and agreed to by the parties hereto that the Contractor's insurance shall be construed as primary insurance, and the County's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

(5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or, the term of this Agreement, including any extensions thereof, exceeds five (5) years the County reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverages currently required herein, if; in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the Contractor has become inadequate.

(6) Contractor shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

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(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.

5. LICENSES AND PERMITS
In accordance with the provisions of the Business and Professions Code concerning the licensing of Contractors, all Contractors shall be licensed, if required, in accordance with the laws of this State and any Contractor not so licensed is subject to the penalties imposed by such laws.

The Contractor warrants that it has all necessary permits, approvals, certificates, waivers, and exemptions necessary for the provision of services hereunder and required by the laws and regulations of the United States, State of California, the County of Riverside and all other appropriate governmental agencies, and shall maintain these throughout the term of this Agreement.

6. INDEPENDENT CONTRACTOR
It is understood and agreed that the Contractor is an independent Contractor and that no relationship of employer-employee exists between the parties hereto. Contractor and/or Contractor's employees shall not be entitled to any benefits payable to employees of the County including, but not limited to, County Worker's Compensation benefits. County shall not be required to make any deductions for employees of Contractor from the compensation payable to Contractor under the provision of this Agreement.

As an independent Contractor, Contractor hereby holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement. As part of the foregoing indemnity, the Contractor agrees to protect and defend at its own expense, including attorney's fees, the County, its officers, agents and employees in any legal action based upon any such alleged existence of an employer-employee relationship by reason of this Agreement.

7. ASSIGNMENT
The Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written consent of DPSS. Any attempt to assign or delegate any interest without written consent of DPSS shall be deemed void and of no force or effect.

8. PERSONNEL
   a. Direct service positions shall be required to have the ability to speak, read and write English and in the specified language, for instance Spanish, in which services are delivered. Translation services (either in-person or over-the-phone) shall be offered to non-English speaking youth.
   b. Upon request by DPSS, the Contractor agrees to make available to DPSS a current list of personnel that are providing services under this Agreement who have contact with children or adult clients.

      The list shall include:

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(1.) All staff who work full or part-time positions by title, including volunteer positions; and

(2.) A brief description of the functions of each position and hours each position worked; and

(3.) The professional degree, if applicable and experience required for each position.

DPSS has the sole discretion to approve or not approve any person on the Contractor's list that has been convicted of any crimes involving sex, drugs or violence, or who is known to have a substantiated report of child abuse, as defined in Penal Code Section 11165.12, who occupy positions with supervisory or disciplinary power over minors, or who occupies supervisory or teaching positions over adult clients. DPSS shall notify the Contractor in writing of any person not approved, but to protect client confidentiality, may not be able to disclose the reason(s) for non-approval. Upon notification, the Contractor shall immediately remove that person from providing services under this Agreement.

c. Background Checks
Conduct criminal background records checks on all employees, subcontractors, and volunteers providing services under this agreement. Prior to these individuals providing services to clients, the Contractor shall have received a criminal records clearance from the State of California Department of Justice (DOJ). A signed certification of such clearance shall be retained in each individual's personnel file.

d. Required Licenses or Certifications
   a. Personnel working under this agreement shall maintain a valid certification and/or license as dictated by State of California law.

   b. Contractor shall provide proper training and certification to all direct service staff in the ARISE service model, and any other ILP program tools, models or concepts used in connection with this agreement.

e. Required Level of Education

   a. Contractor shall employ staff that, at minimum, meet the following requirements:

      (1.) Program Supervisor: Master's degree preferred in Social Work, Psychological Counseling, or related field of study from an accredited college; with a minimum of two (2) years of human services experience; or Bachelor's degree in Social Work, Psychological Counseling, or related field of study from an accredited college, with a minimum of four (4) years of progressively responsible supervisory experience in human services casework in a public or private organization, preferably working with ILP target population.

      (2.) ILP Coach: Bachelor's degree in Sociology, Social Work, Education, or a related field; and one (1) to two (2) years of work experience in a related field; Possess a valid California Driver License; are trained in and have a demonstrated understanding of adolescent and child abuse issues.

      (3.) Accounting Technician (equivalent or higher): At minimum, must possess four (4) years of accounting and bookkeeping experience. Advanced education in accounting preferred. Education may be substituted for

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experience on the following basis: one (1) year of experience in the maintenance and review of fiscal, financial or statistical records may be substituted by completion of twelve (12) semester or eighteen (18) quarters in accounting, business math, bookkeeping, or a closely related field.

Contractor shall seek written approval from DPSS for any deviations from above.

f. Alcohol and Drug Use Prohibited

As a material condition of this Agreement, the Contractor agrees that the Contractor and its employees, while performing services for DPSS:

(1.) Shall not be in any way impaired because of being under the influence of alcohol or drugs.

(2.) Shall not possess an open container of alcohol or consumer alcohol or possess or be under the influence of an illegal drug.

(3.) Shall not sell, offer, or provide alcohol or an illegal drug to another person. This provision shall not be applicable to the Contractor or its employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

DPSS may terminate for default or breach of this Agreement, if the Contractor or its employees are determined by DPSS not to be in compliance with the conditions in this section.

9. SUBCONTRACT FOR SERVICES

a. The Contractor shall not enter into any subcontract with any subContractor who:

(1) is presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by a federal department or agency.

(2) has within a 3-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for the commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction; violation of Federal or State anti-trust status or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) is presently indicated or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and

(4) has within a 3-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.

b. The Contractor shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.

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c. The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this Agreement insofar as they are applicable to the work of subcontractors.

d. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and 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.

10. DEBARMENT AND SUSPENSION
As a sub-grantee of federal funds under this Agreement, the Contractor certifies that it, and its principals:

a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by a federal department or agency.

b. Have not within a 3-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for the commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction; violation of Federal or State anti-trust status or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicated or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and

d. Have not within a 3-year period preceding this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

11. COMPLIANCE WITH RULES, REGULATIONS AND DIRECTIVES
The Contractor shall comply with all rules, regulations, requirements, and directives of the California Department of Social Services, other applicable state agencies, and funding sources which impose duties and regulations upon DPSS, which are equally applicable and made binding upon the Contractor as though made with the Contractor directly.

12. HEALTH INSURANCE PORTABILITY ACCOUNTABILITY ACT (HIPAA)
Under the Health Insurance Portability and Accountability Act (IHPAA), 42 U.S.C. 1320d et seq. and its 162, and 164 (“Privacy Rule and Security Rule”), the Contractor must comply with the Security Rule as a Business Associate, if under this Contract Agreement, it receives, maintains or transmits any health information in electronic form in connection with a transaction covered by part 162 of Title 45 of the Code of Federal Regulations.

The County and Contractor acknowledge that HIPAA mandates them to comply as business associates in order to safeguard protected health information that may be accessed during the performance of this Agreement. The parties agree to the terms and conditions set forth from the County of Riverside Board of Supervisors Policy No. B-23. The Contractor shall enter into agreement and sign the HIPAA Business Associated Agreement with County of Riverside DPSS as attached hereto as Exhibit E.

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All social service privacy complaints should be referred to:

Department of Public Social Services
HR/Administrative Compliance Services Unit
10281 Kidd Street
Riverside, CA 92503
(951) 358-3030

13. CHILD ABUSE REPORTING
If Contractor is a mandated reporter under Penal Code Sections 11165 -11174.3, the Contractor shall establish a procedure acceptable to DPSS and in accordance with applicable laws to ensure that all employees, volunteers, consultants, subcontractors or agents performing services under this Contract report child abuse or neglect to a child protective agency as defined in the Penal Code

14. EMPLOYMENT PRACTICES
a. The Contractor shall not discriminate in its recruiting, hiring, promoting, demoting, or terminating practices on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex in the performance of this Agreement, and to the extent they shall apply, with the provisions of the Fair Employment and Housing Act (FEHA), and the Federal Civil Rights Act of 1964 (P. L. 88-352).

b. In the provision of benefits, the Contractor shall certify and comply with Public Agreement Code 10295.3, to not discriminate between employees with spouses and employees with domestic partners, or discriminate between the domestic partners and spouses of those employees.
c. For the purpose of this section Domestic Partner means one of two persons who have filed a declaration of domestic partnership with the Secretary of State pursuant to Division 2.5 (commencing with Section 297) of the Family Code.

15. EQUAL EMPLOYMENT OPPORTUNITY

By signing this agreement or accepting funds under this agreement, the contractor shall comply with Executive Order 11246 of September 24, 1965, entitled " Equal Employment Opportunity", as amended by Department of Labor regulations (41 CFR Chapter 60).

16. FAIR LABOR STANDARDS AND SERVICE CONTRACT ACT
a. The hourly rate may be adjusted to reflect increases or decreases by the Contractor in wages and fringe benefits to the extent that these increases or decreases are made to comply with:

(1.) An increased or decreased wage determination applied to this Agreement by operation of law;

(2.) An amendment to the Fair Labor Standards Act of 1938 that is enacted subsequent to award of this Agreement, affects the minimum wage, and becomes applicable to this Agreement under law;

(3.) Any such adjustment will be limited to increases or decreases in wages and fringe benefits, and to the accompanying increases or decreases in social security and unemployment taxes and worker's compensation insurance; it shall

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not otherwise include any amount for general and administrative costs, overhead, or profit;

b. The Contractor shall notify the DPSS Contracts Administration unit of any:

(1.) Increase claimed under this clause within thirty (30) days after the effective date of the wage change, unless the period is extended by the DPSS Contracts Administration unit in writing; and/or

(2.) Decrease under this clause, but nothing in the clause shall preclude DPSS from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and any relevant supporting date that the DPSS Contracts Administration Unit may reasonably require. Upon agreement of the parties, the contract hourly rate shall be modified in writing. The Contractor shall continue performance pending agreement on determination of any such adjustment and its effective date.

17. CLIENT CIVIL RIGHTS COMPLIANCE

a. Assurance of Compliance

The Contractor shall complete the Vendor Assurance of Compliance with Riverside County Department of Public Social Services Non-Discrimination in State and Federally Assisted Programs, attached hereto as **Exhibit E** and incorporated herein by this reference. The Contractor will sign and date **Exhibit E** and return it to DPSS along with the executed Contract. The Contractor shall ensure that the administration of public assistance and social service programs are non-discriminatory. To the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance.

b. Client Complaints

The Contractor shall further establish and maintain written referral procedures under which any person, applying for or receiving services hereunder, may seek resolution from Riverside County DPSS Civil Rights Coordinator of a complaint with respect to any alleged discrimination in the provision of services by Contractor's personnel. The Contractor must distribute to social service clients that apply for and receive services, “Your Rights Under California Welfare Programs” brochure (Publication 13). For a copy of this brochure, visit the following website at:

http://www.dss.cahwnet.gov/cdssweb/entres/forms/English/pub13.pdf

Civil Rights Complaints should be referred to:

Civil Rights Coordinator
Riverside County Department of Public Social Services
10281 Kidd Street
Riverside, CA 92503
(951) 358-3030

c. Services, Benefits and Facilities

Contractor shall not discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of color, race, religion,

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national origin, sex, age, sexual preference, physical or mental handicap in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d and all other pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by State law and regulations, as all may now exist or be hereafter amended or changed.

For the purpose of this Section, discrimination means denying a participant or potential participant any service, benefit, or accommodation that would be provided to another and includes, but is not limited to, the following:

(1) Denying a participant any service or benefit or availability of a facility.

(2) Providing any service or benefit to a participant which is different, or is provided in a different manner, or at a different time or place from that provided to other participants on the basis of race, color, creed or national origin.

(3) Restricting a participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit. Treating a participant differently from others in satisfying any admission requirement or condition, or eligibility requirement or condition, which individuals must meet in order to be provided any service or benefit.

d. Cultural Competency
Contractor shall cause to be available bilingual professional staff or qualified interpreter to ensure adequate communication between clients and staff. Any individual with limited English language capability or other communicative barriers shall have equal access to services.

For the purpose of this Section, a qualified interpreter is defined as someone who is fluent in English and in the necessary second language, can accurately speak, read and readily interpret the necessary second language and/or accurately sign and read sign language. A qualified interpreter must be able to translate in linguistically appropriate terminology necessary to convey information such as symptoms or instructions to the client in both languages.

18. PROCEDURE TO RESOLVE CLIENT GRIEVANCE
Contractor shall establish a client grievance policy and procedure that describes the system by which clients of service shall have the opportunity to express and have considered their views, grievance, and complaints regarding the Contractor's delivery of services. This system shall not negate the rights of a client for a State hearing

19. TRANSITION PERIOD
The Contractor recognizes that the services under this Agreement are vital to DPSS and must be continued without interruption, and that, upon expiration, a successor, either DPSS or another contractor, may continue the services outlined herein. The Contractor agrees to exercise its best efforts and cooperation to effect an orderly and efficient transition of clients to a successor.

a. The Contractor shall, upon written notification from DPSS, negotiate in good faith a transition plan with a successor to determine the nature and extent of the transitioning of services. The transition plan for each service type and shall be subject to DPSS' approval and shall specify:

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(1.) List of clients that include:
(a.) Current contact information;
(b.) Assigned social worker.

b. Discharge summary that includes:

(1.) Services received;
(2.) Number of hours of services completed;
(3.) On-going service recommendations;
(4.) Date for transferring responsibilities.

c. The Contractor shall provide DPSS with copies of client files.

VI. GENERAL

A. PERIOD OF PERFORMANCE

This Agreement shall be effective November 1, 2016 to June 30, 2021, unless terminated earlier. CONTRACTOR shall commence performance upon the effective date of this Agreement and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

B. NOTICES

All notices, claims, correspondence, and/or statements authorized or required by this Agreement shall be addressed as follows:

DPSS: Department of Public Social Services
Contracts Administration Unit
P.O. Box 7789
Riverside, CA 92513

Invoices and other financial documents:
Department of Public Social Services
Fiscal/Management Reporting Unit
4060 County Circle Drive
Riverside, CA 92503

CONTRACTOR: Oak Grove Center for Education, Treatment & The Arts
Chief Executive Officer
24275 Jefferson Avenue
Murrieta, CA 92362

Contractor “Remit To” address:

All notices shall be deemed effective when they are made in writing, addressed as indicated above, and deposited in the United States mail. Any notices, correspondence, reports and/or statements authorized or required by this Agreement, addressed in any other fashion will not be acceptable.

C. AVAILABILITY OF FUNDING

DPSS’ obligation for payment of any Agreement is contingent upon the availability of funds from which payment can be made.

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D. DISPUTES

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 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.

2. Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

E. SANCTIONS

Failure by the Contractor to comply with any of the provisions covenants, requirements, or conditions of this Agreement including, but not limited to, reporting and evaluation requirements, shall be a material breach of this Agreement. In such event, DPSS may immediately terminate this Agreement and may take other remedies available by law, or otherwise specified in this Agreement. DPSS may also:

1. Afford the Contractor a time period within which to cure the breach, the period of which shall be established at the sole discretion of DPSS; and/or

2. Discontinue reimbursement to the Contractor for, and during the period in which the Contractor is in breach, the reimbursement of which the Contractor shall not be entitled to recover later; and/or

3. Withhold funds pending a cure of the breach; and/or

4. Offset against any monies billed by the Contractor but yet unpaid by DPSS. DPSS shall give the Contractor notice of any action pursuant to this paragraph, the notice of which shall be effective when given.

F. GOVERNING LAW

This Agreement shall be construed and interpreted according to the laws of the State of California. Any legal action related to the interpretation or performance of this Agreement shall be filed only in the appropriate courts located in the County of Riverside, State of California. Should action be brought to enforce or interpret the provisions of the Agreement, the prevailing party shall be entitled to attorney's fees in addition to whatever other relief are granted.

G. MODIFICATION OF TERMS

No addition to or alteration of the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents, or employees shall be valid unless made in writing and formally approved and executed by both parties. Requests to modify fiscal provisions shall be submitted no later than April 1.

H. NON-APPROPRIATION OF FUNDS

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

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can be made, and invoices shall be rendered “monthly” in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10. 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.

I. TERMINATION

This Agreement may be terminated without cause by either party by giving thirty (30) days written notification to the other party. In the event DPSS elects to abandon, indefinitely postpone, or terminate the Agreement, DPSS shall make payments for all services performed up to the date that written notice was given in a prorated amount.

J. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof, and all prior or contemporaneous agreements of any kind or nature relating to the same shall be deemed to be merged herein.

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Exhibit A

ETO Sublicense Agreement
Intentionally Left Blank

Attachment: CS-03366 - 16-17 - Oak Grove Institute Foundation Inc - Emancipation and Independent Living Program Services - (v 1 0) (003)

Incident Report

Exhibit B

This form is to be completed and submitted to ILP within 24 hours of an incident. Reportable incidents include but are not limited to: Law Enforcement Intervention, Drug/Alcohol Use, Physical Altercations, AWOL, Property Damage, Hospitalizations or any unusual incidents.

Date of Incident:
Location of Incident:
Approximately Time:

Participant(s) Involved:

Participant's Name		Name of Life Coach	On Contract	Out of County	If Yes, Name of County
1.				YES/NO	
2.				YES/NO	
3.				YES/NO	
4.				YES/NO	

Was there a third party present during the incident? ☐ YES ☐ NO

Relationship to participant(s):

Type of Incident:
☐ On-Going ☐ Isolated ☐ Police Involvement ☐ Other

Brief Summary of Incident:

Any action taken by the agency? ☐ YES ☐ NO
If yes, please describe:

Type of Intervention:
☐ Formal ☐ Panel Review ☐ Education/Training
☐ Restriction/Contract ☐ Other

Revised 07/19/2016

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COUNTY OF RIVERSIDE
DEPARTMENT OF PUBLIC SOCIAL SERVICES

CONTRACTOR PAYMENT REQUEST

Exhibit Number: C

To: Riverside County
Department of Public Social Services
Attn: Management Reporting Unit
4060 County Circle Drive
Riverside, CA 92503

From: Oak Grove Institute Foundation Inc
Remit to Name

Address

Contractor Name

Contract Number

Total amount requested _____ for the period of _____ 20 _____

Select Payment Type(s) Below:

☐ Advance Payment $ _____
(if allowed by Contract/MOU)

☐ Actual Payment $ _____
(Same amount as 2076B if needed)

☐ Unit of Service Payment $ _____

_____ # of Units) X _____ ($) _____

_____ # of Units) X ($) _____

_____ # of Units) X ($) _____

_____ # of Units) X _____ ($) _____

_____ # of Units) X _____ ($) _____

Any questions regarding this request should be directed to: _____
Name Phone Number

I hereby certify under penalty of perjury that to the best of my knowledge the above is true and correct

_____ _____ _____
Authorized Signature Title Date

FOR DPSS USE ONLY (DO NOT WRITE BELOW THIS LINE)

Business Unit (5)

Purchase Order # (10)

Invoice #

Account (6)

Amount Authorized

Fund (5)

If amount authorized is different from amount request, please explain:

Dept ID (10)

Program (5)

Program (if applicable) Date

Class (10)

Management Reporting Unit Date

Project/Grant (15)

Contracts Administration Unit Date

Vendor Code (10)

General Accounting Section Date

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Exhibit Number: C

COUNTY OF RIVERSIDE DEPARTMENT OF PUBLIC SOCIAL SERVICES CONTRACTOR EXPENDITURE REPORT (2076B)	
CONTRACTOR:	
ACTUAL EXPENDITURES FOR (MM/YYYY)	
CONTRACT #:	

EXPENSE CATEGORY	APPROVED BUDGETED AMOUNT	CURRENT EXPENDITURES BILLABLE AMOUNT	CUMULATIVE EXPENDITURES	UNEXPENDED BUDGETED AMOUNT
List each item as outlined in contract budget.				
TOTAL BUDGET/EXPENSES				

IN-KIND CASH CONTRIBUTION

List each type of contribution				
TOTAL IN-KIND/CASH MATCH				

CLIENT FEES COLLECTED	CURRENT PERIOD	YEAR TO DATE

DPSS 2076B (8/03) Contract Expenditure Report

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Exhibit C

DEPARTMENT OF PUBLIC SOCIAL SERVICES FORMS

Mailing Instructions: When completed, these forms will summarize all of your claims for payment. Your Claims Packet will include DPSS 2076A, 2076B (if required). invoices, payroll verification, and copies of canceled checks attached, receipts, bank statements, sign-in sheets, daily logs, mileage logs, and other back-up documentation needed to comply with Contract/MOU.

Mail Claims Packet to address shown on upper left corner of DPSS 2076A.
[see method, time, and schedule/condition of payments).
(Please type or print information on all DPSS Forms.)

DPSS 2076A
CONTRACTOR PAYMENT REQUEST

"Remit to Name"
The legal name of your agency.

"Address"
The remit to address used when this contract was established for your agency. All address changes must be submitted for processing prior to use.

"Contractor Name"
Business name, if different than legal name (if not leave blank).

"Contract Number"
Can be found on the first page of your contract.

"Amount Requested"
Fill in the total amount and billing period you are requesting payment for.

"Payment Type"
Check the box and enter the dollar amount for the type(s) of payment(s) you are requesting payment for.

"Any questions regarding…"
Fill in the name and phone number of the person to be contacted should any questions arise regarding your request for payment.

"Authorized Signature, Title, and Date (Contractor's)
Self-explanatory (required). Original Signature needed for payment.

EVERYTHING BELOW THE THICK SOLID LINE IS FOR DPSS USE ONLY AND SHOULD BE LEFT BLANK.

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Exhibit D

Exhibit D - Line Item Budget and Narrative

DESCRIPTION	FY 16/17 8-Month Allocation	12-Month Allocation with Incentives
SALARIES/BENEFITS COSTS		**14.5 FTEs**
SALARIES	330,980.00	496,470
BENEFITS (20%)	66,196.00	99,294
TOTAL SALARIES & BENEFITS	397,176.00	**595,764**
OPERATING COSTS		
Equipment	7,333.33	11,000
Fuel/Transportation (Student Tran., Staff Mileage/ 8 leased vehicles including maintenance & insurance)	63,451.33	95,177
Training & Conferences	5,333.33	8,000
Incentives for Students	83,333.33	125,000
Emergency Intervention	6,666.67	10,000
ILS Curriculum	4,000.00	6,000
Food	20,000.00	30,000
Insurance - Professional, General & Excess Liability	6,400.00	9,600
Speaker Fees	3,000.00	4,500
Office Expense	4,666.67	7,000
Telephone, Internet & Wi-Fi	3,333.33	5,000
Postage	366.67	550
Recruitment	1,000.00	1,500
TOTAL OPERATING COSTS	208,884.67	**313,327**
ADMINISTRATIVE COSTS		
Indirect Costs (10% of Total)	60,606.00	90,909
TOTAL ADMINISTRATIVE COSTS	60,606.00	90,909
TOTAL SALARIES, BENEFITS, OPERATING & ADMN. COSTS:	666,667.00	**1,000,000**
Emancipated Youth Services (EYS) – After-Care Ed – Employment Fees	44,810.00	59,810
Graduation Incentives	20,000.00	30,000
CSEC Training (6 Seminars, $3,250/Session)	19,500.00	19500
TOTAL BUDGET:	750,977.00	**1,109,310**

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EXHIBIT D - **Budget Narrative**

Oak Grove uses and maintains an accounting software that allows it to properly segregate financial data for every division or department within the organization. Each time a new program is added, a separate Division is opened in Oak Grove's financial system to effectively track and record all expenses and revenue for this project. The ILP program was assigned its own division number (50) and its own department number (5000). It is the intention of Oak Grove's senior management to continue to be vigilant in managing and controlling costs, not only in this project but throughout the company. As a non-profit organization, Oak Grove receives in-kind donation from various donors. Additionally, it is able to raise funds from four Special Events conducted throughout the year. If awarded the contract again, the project will continue to benefit from these fundraising events, which will enable us to keep the cost down for the county.

Below is a detailed description and justification for each line item in the Cost Proposal:

Salaries is based on a total of twenty one (21) full-time/part-time employees, equivalent to fourteen and a half (14.55) FTEs. All but one of the 21 staff will be working directly with the youth in eight various sites all over Riverside County. One employee with a full time equivalent of .45 will provide Administrative and Accounting Support. Personnel salary ranges from $10.00 to $38.46 per hour with an average of $16.40 per hour. This includes the projected increase in minimum wage and adjustments on the salary grid which were necessary to stay competitive. Total Benefits, calculated at 20% of total salaries, include payroll taxes, health insurance, workers compensation insurance, unemployment expense, and 401k retirement plan for all eligible staff.

When our current ILP contract started about three years ago, there were 4 sites, now there are 9. Additionally, some of the Life Coaches meet youth for 1 to 1 meetings at the various community college locations as well as other community locations. There are currently over 200 youth attending workshops weekly, far beyond what was additionally projected. With the continued success of the program, we project that the number of youth we will be serving will increase to 300.

Equipment includes the cost of 5 laptops to be used by staff, furniture such as chairs, tables, printers, etc., and rolling supply carts since we have to travel thought the county with supplies for the workshops. Also included are 10 i-pads to be used by the youth as part of their training and curriculum. ILS youth will additionally have use of computer labs at the Perris, Bermuda Dunes and Murrieta locations.

Transportation, Staff Mileage & Leased Vehicles – This includes the cost of transporting the youth to and from various strategic locations throughout the county including community colleges and bus stations near the various campuses Oak Grove will transport students in company-owned vehicles driven by Oak Grove employees and charge $1.50 per mile per student. It also includes ILP staff mileage reimbursement for the use of personal cars for travel throughout the county and between sites to manage the program. The Federal mileage reimbursement rate shall prevail for staff driving personal cars with no students. Staff driving personal cars shall have proof of insurance in staff personnel files. No students shall be transported in non-company-owned vehicles. Additionally, 4 fuel efficient vehicles were leased to be used for transporting supplies to and from various sites for workshops, events, celebrations, and meetings as well as staff carpooling whenever they can. This line item includes regular maintenance of the leased vehicles as well as insurance.

ILS Training & Conferences – in-service trainings will be provided for both new hires and current employees to ensure proper delivery of service. It includes, but is not limited to, the cost of materials such as family-based packets, pregnancy and early parenting, on-line training, workbooks and DVDs for the staff, and career interest inventory for the students. It also includes all costs related to offsite training, workshops, and conferences including, but not limited to, conference fees, airfare, car rental or taxi fare, lodging, and meals.

Student Incentives, Events, Graduation Parties, & Celebrations – We believe that incentives will help students take interest in the program and will encourage them to participate. Many may come in the

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beginning for the incentives but stay because of the impact of what they are learning and relationships with staff. Incentives improve outcomes. $100 gift cards will be awarded to each eligible student for successful completion of quarter project. We estimate that an average of 300 participants will be eligible for the incentive each quarter and calculated the amount budgeted as follows: $100 x 250 x 4 quarters for a total of $100,000. It is very important for us to have students "be in the seat" so we not only incentivize them earning $100 for completion of a quarter training but we also keep them interested by offering the following for an additional $25,000 in our Incentive budget :

- Weekly drawings for being there weekly (raffles)
- $25 gift cards for sustaining new job for 3 months or taking an additional skills class (e.g. Shades or Financial Fit)
- Tablets for program completion
- Raffle prizes – Youth who are actively participating in the THRIVE Program are eligible to receive the following incentives: raffle tickets for attendance and participation. Additionally, they are placed into a drawing for gift cards ranging in value from $5 - $25, movie tickets, seasonal items, and tangible items (i.e. headphones, and hygiene kits. During the workshops, the youth may also receive items that will help support them in practicing the skills they have obtained (i.e. day planner, grooming items, dress ties, prom dresses etc.)
- Other incentives will be offered for those youth who have attended 9 out 10 sessions if they have also earned 2 additional stamps through practicing skills at home and or completing an ILS task from their individualized ILS Plan
- Golden Ticket for showing up to classes
- At the Special Events, all the tickets a student has earned will count as raffle tickets for larger items that support independence and healthy lifestyle. Examples include gym memberships and exercise classes, an i-pad, tae-kwon do, make-overs, haircuts, gift cards to clothing stores and bookstores
- Graduation from the program celebrations include recognition as well as the Independence Box that our community partners have helped contribute to (a set of dishes, place setting for 4, kitchen towels and pot-holders, small appliances)
- Incentives also cover expenses for the DPSS graduation party such as table and chair rentals, dessert, guest speaker, decorations, photo booth (graduation party and holiday party). Graduate incentives include gift bags, a book signed by all THRIVE staff, framed awards, and special dinner or a special outing

Emergency intervention is for the cost associated with responding to crisis and emergency need. Funds will be utilized primarily on providing emergency assistance that will support the goal of emancipation (education, employment, permanent housing, etc). Given that we can also draw upon resources we have developed in the community that we utilize for our Wraparound families and that we have some experience responding to crisis, we believe this is adequate and would primarily be used for bus passes, birth certificate/I.D. and activities that support independence, occasionally a motel voucher if needed but we would primarily want to access Safe Houses and other options first. There are times that we require emergency funds to schooling needs (interview clothing, school-books, job uniform once employment is obtained). This takes on an "emergency nature" as the youth would promptly lose their job if unable to meet the basic expectation. Please note, however, that what we have found is that clothing, shelter, and food emergency needs often occur after hours and typical resources such as food banks close at 5 so we need to have some funds to manage crisis after hours.

ILS Curriculum – We will be using ARISE Curriculum which we have on stock but need more along with additional curriculum for other evidenced based practices such as Seeking Safety, DBT, trauma informed care and CSEC tools. The budget is for the additional curriculum to supplement what we already have, as well as school assessments. This will also include additional curriculum that enhances the skills staff are teaching in a given quarter as well as CSEC and trauma material plus employment tools.

Food – includes the cost of food, paper goods and other related supplies for family BBQs, workshops, and cooking classes as well as special events, graduations and the many special events that are part of this

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program. Food will also be offered at the weekly classes. Additionally, food for the DPSS holiday and graduation parties scheduled in December and June is included in this line item.

Insurance – Professional & General Liability is the cost of premium to cover the Independent Living Skills Program for general and professional liability insurance.

Speaker Fees – Special speakers related to topics of the quarter not only engage the youth but allow for inspiration and role models as well. There are a minimum of 2 speakers per site and multiple sites. Additionally DPSS asks that we pay for the special speaker at the two large county events (Graduation and the Holiday Party). Some speakers charge more than others and some we are able to obtain for less. This will cover a total of forty events. The speakers will be paid on average a fee of $125 each time (Minimum of 2 per site)

Lease of Office Space – To better serve the youth in the Dessert Area, we have signed a three-year lease for office space at 79-733 Country Club Dr., Bermuda Dunes, CA 92203. The space will be used equally by both our Wraparound program and the ILP Program and the lease expense was to be shared equally by both programs. **However, Oak Grove will shoulder the ILP portion of the lease.**

Office Expense & Workshop Supplies include office equipment (including but not limited to lease of 1 copier/fax, 2 portable printer/scanners for TILPs, resume building), office supplies, software, graphic arts printing and the printing and copying of brochures highlighting the program. Workshop supplies include items such as pencils, clip boards, tickets, expo markers, art supplies, paper note pads, items for "ice breakers" and team building, cups, plates, forks, spoons, napkins and other related items needed to conduct a successful workshop. This line item also includes the cost of housekeeping/janitorial service in the leased office space.

Telephone, internet and mi-fi - represent the monthly service charge for mobile phones provided by the company as well as reimbursement to those staff who use their personal phones, the cost of mi-fi for laptops and ipads, and a share in the internet cost at the various sites. It also includes the cost of the 1-800 hotline which is a crucial aspect of the program. Foster youth accessed this line over 900 times in the first quarter of 2014. The cost of this line is included in the updated forecast along with additional cell phones given the increase in staff based on the increased enrollment of foster youth and increased campuses.

Postage covers the cost of mailing documents to all related parties.

Recruitment includes the cost of advertising for vacancies, fingerprinting and background check.

Emancipated Youth After Care Education and Employment Costs includes the costs to support emancipated youth with education and employment in the areas of work required costs, contracted services costs, housing assistance and other costs related to job training, employment assistance and legal assistances. Examples are from the All County Letter and include but are not limited to the following:

Work Required Costs
- Training.
- Clothing and/or uniforms.
- Tools.
- Professional/union dues.
- Costs incurred due to the job/interview process.
- Vocational/educational assessments.

Contracted Services Costs - examples of which include:
- Educational planning.
- Job preparation.
- Career assessment and development.
- Personal awareness.

Attachment: CS-03366 - 16-17 - Oak Grove Institute Foundation Inc - Emancipation and Independent Living Program Services - (v 1 0) (003)

- Life skills training.
- Financial aid workshops.
- Computer classes.

Housing Assistance Costs

- Food.
- Rent and/or utility deposits.
- Rent and/or utility charges.
- Moving expenses.
- Furniture and/or household items.
- Costs incurred through roommate network agencies.

Emancipated Youth Aftercare Costs

- Educational assistance.
- Educational counseling.
- Crisis counseling.
- Job placement and retention training.
- Vocational training.
- Legal assistance

For After-Care youth, incentives, emergency intervention, and food that provide for the needs of After-Care youth will also be charged to this line item.

Graduation Incentive a $300 special incentive will be paid to those youth who produce a HS Diploma or GED Certificate for FY 12/13 through FY 15/16 (up to a total of 100 youth). The plan will be to access this line item for those youth that have met the requirement and are 18 years of age. For those not yet 18, the student incentive line item will be used. Thee application form will include age and date of birth to assist in determining the appropriate line item to access. Further the form will include check boxes of the narrative categories listed above: **Work Required Costs, Contracted Services Costs** (see examples listed above), **Housing Assistance Costs or Emancipated Youth Aftercare Costs** to assist in subsequent tracking of which needs were supported from the graduation incentive. It should be noted that the incentive should be viewed as funds that can be used in support of transitional and developmental needs in the quest toward independent adulthood rather than a “reward”.

We are also requesting to use this line item for Graduation Party expenses since the majority of youth attending are 18.

Attachment: CS-03366 - 16-17 - Oak Grove Institute Foundation Inc - Emancipation and Independent Living Program Services - (v 1 0) (003)

Exhibit E

ASSURANCE OF COMPLIANCE WITH
THE RIVERSIDE COUNTY DEPARTMENT OF PUBLIC SOCIAL SERVICES
NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS

Oak Grove Institute Foundation Inc., dba Oak Grove Center for Education, Treatment & The Arts
NAME OF ORGANIZATION

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

_____ _____
Date Director's Signature

_____
Address of Vendor/Recipient

(08/13/01) CR50-Vendor Assurance of Compliance

Attachment: CS-03366 - 16-17 - Oak Grove Institute Foundation Inc - Emancipation and Independent Living Program Services - (v 1 0) (003)

County of Riverside Department of Public Social Services
Contracts Administration Unit
10281 Kidd Street
Riverside, CA 92503

AGREEMENT: CS-03366

CONTRACTOR: Oak Grove Institute Foundation Inc.
dba Oak Grove Center for Education, Treatment & The Arts

EFFECTIVE: November 1, 2016 - June 30, 2021

ANNUAL MAXIMUM REIMBURSABLE AMOUNT: FY 16/17 $750,977.00
FY 17/18 – 20/21 $1,109,310.00

MAXIMUM AGGREGATE REIMBURSABLE AMOUNT: $5,188,217.00

WHEREAS, the County of Riverside, Department of Public Social Services, (hereinafter referred to as the "County and or "DPSS") desires to provide Emancipation and Independent Living Program Services;

WHEREAS, Oak Grove Center for Education, Treatment & The Arts (hereinafter referred to as the "Contractor") is qualified to provide Emancipation and Independent Living Program Services;

WHEREAS, DPSS desires Contractor, to perform these services in accordance with the TERMS and CONDITIONS (T&C) attached hereto and incorporated herein by this reference. The T&C specify the responsibilities of DPSS and the Contractor;

NOW THEREFORE, DPSS and the Contractor do hereby covenant and agree that the Contractor shall provide said services in return for monetary compensation, all in accordance with the TERMS and CONDITIONS contained herein and exhibits attached hereto and incorporated herein (hereinafter referred to as an "Agreement").

Authorized Signature for County:	Authorized Signature for Oak Grove Institute Foundation Inc.
Printed Name of Person Signing: John J. Benoit	Printed Name of Person Signing: Tammy Wilson
Title: Chair, Board of Supervisors	Title: Chief Executive Officer
Address: 10281 Kidd St. Riverside, CA 92503	Address: 24275 Jefferson Avenue Murrieta, CA 92362
Date Signed:	Date Signed: 10/24/16

FORM APPROVED COUNTY COUNSEL
ERIC STOPHER DATE 10/26/16

Attachment: CS-03366 - 16-17 - Oak Grove Institute Foundation Inc - County Counsel and Vendor Signature (2597 : 102516 OakGrove Form-11)

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

Item **3.18**

SUBMITTAL DATE:
October 17, 2016

FROM : RUHS-BEHAVIORAL HEALTH:

SUBJECT: Recommend Providers for Driving Under the Influence DUI First & Multiple Offender Services (Districts: All) [$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and recommend the organizations listed in Attachment A as DUI First and Multiple Offender service providers.

Steve Steinberg
Steve Steinberg 10/17/2016

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	$ 0	$ 0	$ 0	$ 0
NET COUNTY COST	$ 0	$ 0	$ 0	$ 0
SOURCE OF FUNDS: N/A			Budget Adjustment:	No
			For Fiscal Year:	16/17

C.E.O. RECOMMENDATION: APPROVE

BACKGROUND:

Summary

As part of its mission, Riverside University Health System - Behavioral Health (RUHS-BH) Substance Abuse Prevention & Treatment Program is to provide treatment and recovery resources for individuals convicted of driving under the influence of alcohol to abstain from driving after drinking while promoting the health and safety of the drinking driver and the well-being of society.

The DUI program was developed to implement PC1000, DEJ, Assembly Bill (AB) 541 and Senate Bill (SB) 38. AB 541 became effective January 1982 and provides that a person convicted for a first time DUI may be granted probation on the condition that he/she participates in, and successfully completes an alcohol and drug education and counseling program designated by the Court. SB 38, effective January 1978, provided that a person convicted of a DUI for a second time in a seven-year period may be granted probation on the condition that they participate in and successfully complete a State/County approved eighteen-month program of counseling and education. 9 CCR § 9801.5 requires the Board of Supervisors to recommend organizations to provide First and Multiple Offender DUI Services in Riverside County.

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

Due to a growth in population of 38% - 40% during 2000 and 2014, the populated regions/areas are not adequately covered with multiple offender DUI providers. Additionally, some program levels are not currently available in certain regions, limiting services for persons convicted of driving under the influence who may not have access to transportation. Attachment A lists current Riverside University Health System - Behavioral Health Drinking Driver Program providers who are approved to provide First Offender DUI Services. Riverside University Health System - Behavioral Health is requesting the Board to approve these providers as DUI Multiple Offender providers as well.

These services include:

- **Wet & Reckless** (SB1176) A Wet & Reckless conviction is less than a Driving Under the Influence ("DUI") charge. The driver is convicted of driving with a measurable amount of alcohol but the individual's blood alcohol content is less than .08. The driver must complete a 12-hour education program; typically 6 weeks of education, 2 hours each.

- **First Offender** (AB541) The driver is convicted of a first DUI within 10 years and the blood alcohol content of 0.08-0.20. The driver must complete a 30-hour alcohol and drug education and counseling program. The program duration is 3-4 months and is structured as follows:
    - 18 hours of group counseling
    - 12 hours of education
    - 3 individual face-to-face sessions

- **First Offender** (AB1353) The driver is convicted of a first DUI within 10 years and blood alcohol content of 0.20 or higher. The driver must complete a 60-hour alcohol and drug education and counseling program. The program duration is 9 months, structured as follows:
    - 44 hours of group counseling
    - 12 hours of education
    - 22 individual face-to-face sessions

- **Second/Multiple Offender** (SB38) The driver is convicted of DUI two or more times within 10 years, with a blood alcohol content of 0.20 or higher. The driver must complete a 18-month multiple offender program. This program requires:
    - 52 hours of group counseling;
    - 12 hours of alcohol and drug education;
    - 6 hours of community reentry monitoring; and
    - Bi-weekly individual interviews during the first 12 months of the program.

Impact on Citizens and Businesses

DUI and PC1000 DEJ services will be accessible for both First and Multiple Offender participants to any of the State Licensed DUI providers of their choice. These services are a component of Behavioral Health's system of care aimed at improving the health and safety of consumers and the community.

Contract History and Price Reasonableness

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

This program is fully funded by DUI client fees and there is no county cost.

Agenda Item #2485
Recommend Providers for Driving Under the Influence DUI First & Multiple Offender Services (Districts: All) [$0]

ATTACHMENT A

First Offender DUI Providers Requiring Approval for DUI Multiple Offender Services

A Better Community Counseling Program (A.B.C. Program)
218 North Lincoln Avenue Suite# 110
Corona, CA 92882

Alert Program, Inc.
730 Eugene Road
Palm Springs, CA 92264

A.C.E. Program Management, LLC
131 Corona Mall
Corona, CA 92879

A.C.E. Program Management, LLC
23846 Sunnymead Boulevard Suite# 5
Moreno Valley, CA 92553

Attachment: Agenda Item 2485 - ATTACHMENT A (2485 : DUI First & Multiple Offender Services)

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

Item **3.19**

SUBMITTAL DATE:
October 17, 2016

FROM : RUHS-PUBLIC HEALTH:

SUBJECT: Approval of Agreement #16-123 between Desert Healthcare District and the County of Riverside Department of Public Health for Supplemental, Nutrition Assistance Program Education, without seeking competitive bids, for the period of October 1, 2016 through September 30, 2019. District: 4. [$339,000] 100% Federal Funds.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and execute Agreement #16-123 with Desert Healthcare District for Supplemental, Nutrition Assistance Program Education (SNAP-Ed), without seeking competitive bids, in the amount of $339,000 for the period of October 1, 2016 through September 30, 2019, and
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved by County Counsel to: sign amendments that do not change the substantive terms of the agreement and sign amendments to the compensation provisions that do not exceed 10% annually.

Consent

Sarah S Mack
Sarah S Mack, Director of Public Health 10/17/2016

BACKGROUND:
Summary
(Continued on page 2)

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	$105,000	$116,750	$339,000	$0
NET COUNTY COST	$0	$ 0	$0	$ 0

SOURCE OF FUNDS: 100% Federal Funds

Budget Adjustment: No

For Fiscal Year: 16/17-19/20

C.E.O. RECOMMENDATION: APPROVE

BACKGROUND:

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

Summary (continued)

The County of Riverside Department of Public Health, Nutrition and Health Promotion Branch is a continuing contractor participating in a multi-year contract with the California Nutrition Education and Obesity Prevention program (Agreement # 16-10146). The California Department of Public Health, Nutrition Education and Obesity Prevention Branch (NEOPB) represents a statewide movement of local, state and national partners collectively working toward improving the health status of low-income population through increased fruit and vegetable consumption and daily physical activity. Multiple venues are used to facilitate behavior change in the homes, school, worksites, and communities of low-income population to create environments that support fruit and vegetable consumption and physical activity. NEOPB funds must be spent on qualifying nutrition and physical programs in Riverside County through partnerships and coalitions to promote nutrition and physical activity. The target population for this program is eligible for participation in the Supplemental Nutrition Assistance Program Education (SNAP-Ed).

Desert Healthcare District will collaborate and partner with the County of Riverside in the promotion of health and nutrition in Supplemental Nutrition Assistance Program Education (SNAP-Ed) eligible populations in Riverside County, as part of the NEOP project.

Impact on Residents and Businesses

Based on qualifying areas within the County of Riverside, SNAP-Ed eligible population will be targeted to increase the consumption of healthy foods and beverages, reduce consumption of less healthy foods and beverages and to increase physical activity as part of the NEOPB grant.

SUPPLEMENTAL:

Additional Fiscal Information

The NEOP grant received 100% of its funding from the State as a pass through from the Federal government. The NEOP program year is based on federal fiscal year (October 1, 2016 – September 30, 2019).

The table below outlines how the funds are distributed over the three year term of the agreement. Funding allocation for the county fiscal years is as follows:

Federal and County Fiscal Year Budget Comparison Table

County Fiscal Year (FY)	07/01/2016 - 06/30/2017	07/01/2017 - 06/30/2018	07/01/2018 - 06/30/2019	07/01/2019 - 06/30/2020	**Total 3 Years Contract**
Desert Healthcare District	$105,000	$116,750	$94,750	$22,500	**$339,000**
Federal Fiscal Year (FFY)	10/01/2016 - 09/30/2017	10/01/2017 - 09/30/2018	10/01/2018 - 09/30/2019	10/01/2019 - 09/30/2020	
Contract Total	$ 140,000	$ 109,000	$ 90,000	-	**$339,000**

Contract History and Price Reasonableness

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

Desert Healthcare District has been invited and selected as a sole source to participate in the NEOPB grant based on meeting qualifying criteria dictated by State Local Health Department agreement approved by Board of Supervisors on October 8, 2014, Board Agenda Number 3-76.

Lisa Brandl

Lisa Brandl, Director of Purchasing and Fleet Services 10/18/2016

Riverside University HEALTH SYSTEM
Public Health

Date: August 10, 2016

From: Sarah S. Mack, Director of Riverside University Health System – Public Health

To: Board of Supervisors

Via: Purchasing Agent

Subject: Sole Source Procurement; Request for Desert Healthcare District, without seeking competitive bids, to provide nutritional education and obesity prevention activities and interventions for low-in-come.

The below information is provided in support of my Department requesting approval for a sole source.

1. **Supplier being requested:** Desert Healthcare District
2. **Vendor ID:** 0000067158
3. **Supply/Service being requested:** Provide Supplemental Nutrition Assistance Program – Education (SNAP-Ed) allowable nutrition education and obesity prevention (NEOP) activities and interventions for low-income Californians. The focus of SNAP-Ed is health promotion to help the SNAP-Ed target audience establish healthy eating habits and a physically active lifestyle and for primary prevention of diseases to help the target audience who have risk factors for nutrition related chronic diseases, such as obesity, prevent and postpone the onset of disease by establishing healthier eating habits and being more physically active.
4. **Alternative suppliers that can or might be able to provide supply/service and extent of market search conducted:** None. The Desert Hot Springs community was selected to participate in the Nutrition Education and Obesity Prevention Local Health Department SNAP-Ed grant. Selection was based on meeting qualifying criteria dictated by State Network Local Health Department agreement approved by the Board of Supervisors on September 20, 2012, Agenda Item 3.18. Due to limited funding, only the top four ranking cities/communities were selected for funding.

   Research was conducted using the internet, the Nutrition Education and Obesity Prevention Branch Geographic Information System Map Viewer and the California Department of Education Free and Reduced Priced Meal Data (FRPM) to identify eligible schools with 50% or more FRPM participation, commitment to healthy eating active schools and previous experience with the Nutrition Education and Obesity Prevention grant.

Sarah S. Mack, M.P.H., Director Cameron Kaiser, M.D., Public Health Officer

4065 County Circle Drive, Riverside, Ca. 92503 / 951.358.7036/ www.rivcoph.org

Attachment: 16-123 Desert Healthcare_SNAP-Ed_SSJ #17-123 approved (2706 : 16-123 Desert Healthcare District_SNAP-Ed)

Riverside University HEALTH SYSTEM
Public Health

5. **Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide:** Boundaries of the Desert Healthcare District geographic area cannot be provided by another city. Desert Hot Springs was designated as a NEOP city for funding 2012-2016 and approved by California Department of Public Health (CDPH) as well as United States Department of Agriculture (USDA). CDPH and USDA have approved another three (3) year work plan for Desert Hot Springs. A change in the USDA work plan would create a minimum 6 month delay in implementing and returning 50% of allocated funds to Riverside County NEOP.

6. **Reasons why my department requires these unique features and what benefit will accrue to the county:** Desert Healthcare District has jurisdiction over the qualifying area of Desert Hot Springs and will work together with the County of Riverside and a NEOP funded community based organization to facilitate implementation of policy, systems and environmental changes in support of healthy eating, active schools in the Desert Hot Springs community.

7. **Period of Performance:** From: October 1, 2016 to September 30, 2019
(3 years)

Is this an annually renewable contract? ■ No ☐ Yes
Is this a fixed-term agreement? ☐ No ■ Yes

8. **Identify all costs for this requested purchase. If approval is for multiple years, ongoing costs must be identified below.**

Description:	FY17	FY18	FY19	Total
Staffing/Benefits	$ 103,428	$ 100,051	$ 82,916	$ 286,395
Non-Capital Equipment/Supplies	$ 1,175	$ 1,210	$ 1,247	$ 3,632
Materials	$ 8,227	$ 4,474	$ 2,474	$ 15,175
Travel	$ 3,170	$ 3,265	$ 3,363	$ 9,798
Building/Space	$ -	$ -	$ -	$ -
Maintenance	$ -	$ -	$ -	$ -
Equipment and Other Capital Expenditures	$ -	$ -	$ -	$ -
Contracts/Sub-Grants/Agreements	$ 24,000	$ -	$ -	$ 24,000
Indirect Costs	$ -	$ -	$ -	$ -
Total Costs	**$ 140,000**	**$ 109,000**	**$ 90,000**	**$ 339,000**

Form # 116-333 rev 7/23/15

Attachment: 16-123 Desert Healthcare_SNAP-Ed_SSJ #17-123 approved (2706 : 16-123 Desert Healthcare District_SNAP-Ed)

Riverside University HEALTH SYSTEM
Public Health

9. **Price Reasonableness:** This is 100% grant funded by the California Department of Public Health, Nutrition Education and Obesity Prevention Branch (NEOPB). The Desert Healthcare District is a subcontractor to be funded $339,000 based on the level of services indicated in the Integrated Work Plan / Scope of Work specified by our funding agreement with California NEOPB. Pricing is based on similar agreements with similar level of services and Integrated Work Plan / Scope of Work.

10. **Projected Board of Supervisor Date (if applicable):**

Sarah S Mack	Sarah S Mack	9/20/16
Department Head Signature (or designee)	Print Name	Date

Purchasing Department Comments:

Approve (circled) Approve with Condition/s Disapprove

Not to exceed: $ 339,000 One time ~~Annual~~ Amount through 6/30/19 (Date)

	10/12/16	17-123
Purchasing Agent	**Date**	**Approval Number** (Reference on Purchasing Documents)

List Attachments:
Agreement #16-123
Form 11

Form # 116-333 rev 7/23/15

Attachment: 16-123 Desert Healthcare_SNAP-Ed_SSJ #17-123 approved (2706 : 16-123 Desert Healthcare District_SNAP-Ed)

Agreement

This is a Subcontracting Agreement of the California Supplemental Nutrition Assistance Program Education (SNAP-Ed) Plan of the California Department of Public Health, the California Department of Social Services and the United States Department of Agriculture

between

COUNTY OF RIVERSIDE

and

DESERT HEALTHCARE DISTRICT

I. Purpose and Scope.

The purpose of this subcontract agreement, hereinafter referred to as "subcontract" or "agreement," is to clearly identify the roles and responsibilities of each party as they relate to providing nutrition education to Californians participating or eligible to participate in the CalFresh, previously known as the Food Stamp Program in California.[1] California's Supplemental Nutrition Assistance Program Education (SNAP-Ed) is funded federally by the United States Department of Agriculture (USDA) and administered at the state level by the California Department of Social Services (CDSS) and the California Department of Public Health's (CDPH's) *Nutrition Education and Obesity Prevention Branch (NEOPB).*

The SNAP-Ed program is intended to provide nutrition education to low-income households. To support this goal, County of Riverside Department of Public Health, hereinafter referred to as "COUNTY" or "Grantee", and Desert Healthcare District, hereinafter referred to as "DISTRICT" or "Sub-grantee", will conduct nutrition education interventions to eligible families as described in their respective Scope of Work/Deliverables. Allowable services are outlined in the USDA SNAP-Ed Plan Guidance located at the following link:

http://snap.nal.usda.gov/national-snap-ed/snap-ed-plan-guidance-and-templates

Both COUNTY and DISTRICT should ensure that program activities are conducted in compliance with all applicable Federal laws, rules, and regulations including Civil Rights and Office of Management and Budget (OMB) circulars governing cost issues.

II. Period of Performance.

The term of this agreement is the period within which the project responsibilities of this agreement shall be performed. The term commences October 1, 2016 and terminates September 30, 2019.

Attachment: 16-123 Desert Healthcare District_SNAP-Ed_agreement partially signed (2706 : 16-123 Desert Healthcare District_SNAP-Ed)

III. Compensation.

In consideration of services provided by COUNTY, DISTRICT shall receive compensation for services set forth in Exhibit A, INTEGRATED WORK PLAN/SCOPE OF WORK, and Exhibit B, BUDGET, not to exceed three hundred thirty-nine thousand dollars ($339,000) including all expenses.

IV. COUNTY Responsibilities.

COUNTY shall undertake the following activities during the duration of the agreement term:

1. Ensure adherence of DISTRICT to applicable federal and state laws and regulations and program guidelines.

2. Review and approve all documentation evidencing DISTRICT's performance of services as set forth in the Integrated Work Plan/Scope of Work, attached hereto as Exhibit A, and monitor DISTRICT compliance with the agreement.

3. Provide training and technical assistance to DISTRICT on promising practices and fiscal and programmatic rules and regulations.

4. Promptly reimburse allowable expenses according to the terms and conditions set forth in this agreement according to the following:

    a. The COUNTY standard payment default terms of 30 days after the submission of the monthly Federal Share invoices to COUNTY.

5. Ensure that DISTRICT's Integrated Work Plan/Scope of Work activities do not supplant existing SNAP-Ed efforts or funding.

6. Review DISTRICT's audit report and, within six months of receipt, issue a management decision on any audit findings. COUNTY will also ensure that DISTRICT takes appropriate and timely corrective action to remain in compliance with federal regulations.

V. DISTRICT Responsibilities.

DISTRICT shall undertake the following activities during the duration of the agreement term:

1. Support and facilitate nutrition education services as outlined in the approved Integrated Work Plan/Scope of Work, attached hereto as Exhibit A, and Budget attached hereto as Exhibit B. Services shall be provided to SNAP eligible participants and potential SNAP eligible participants who have incomes at or below 185% of the federal poverty level (FPL). DISTRICT will be required to designate the sites where services will be provided to ensure the target population is being reached. Site approval must be obtained before services begin. The methods used to qualify the proposed sites include:

Attachment: 16-123 Desert Healthcare District_SNAP-Ed_agreement partially signed (2706 : 16-123 Desert Healthcare District_SNAP-Ed)

a. School sites within DISTRICT and at least 50% of the students receiving free or reduced price meals.

2. Ensure that Federal Share is not used to supplant existing SNAP-Ed funds or activities.

3. Follow all relevant laws and regulations regarding documentation, reporting, use, etc. of these federal funds in accordance with OMB circulars A-122 and A-133 (for non-profits) or OMB circulars A-87 and A-133 (for State, Local, and Indian Tribal Governments) or OMB circulars A-21 (for Educational Institutions).
http://www.whitehouse.gov/omb/circulars/

4. Furnish project management, contract administration and fiscal control services, including but not limited to:

a. Adherence to the approved Integrated Scope of Work and Budget attached.

b. Return of this agreement, with the required signatures, within 30 days of its receipt.

c. Preparation and submission of approved monthly time log forms for each employee charging personnel costs to the program.

d. Preparation and submission of monthly Federal Share invoices to COUNTY according to the following :

1) Monthly Invoices Due Dates:
DISTRICT shall submit monthly invoices by the 25th of the following month to pay prior monthly expenditures.

2) Invoices shall be submitted or emailed to:

County of Riverside Department of Public Health
Nutrition Services Branch - Attn: Lisa Lin
4210 Riverwalk Parkway, Suite # 400
Riverside, CA 92505
llin@rivcocha.org

e. Sub-grantee is required to separate, batch and label each set of documentation according to one of the nine line items to which the expense is billed. Batch, attach vendor invoices, bills, receipts for all purchases and label the documentation according to the following line items:

1) Personnel Salaries
2) Fringe Benefits
3) Operating Expenses
~~4) Equipment Expenses – Not applicable~~

Attachment: 16-123 Desert Healthcare District_SNAP-Ed_agreement partially signed (2706 : 16-123 Desert Healthcare District_SNAP-Ed)

5) Travel and Per Diem
6) Subcontracts – Not applicable
7) Other Costs
8) Indirect Costs

f. Sub-grantee is required to sign and submit a copy of the fully executed sub-grant agreement and/or consultant agreement to COUNTY.

The following key elements must be included in the sub-grant agreements:
1) Name of the parties entering into the agreement.
2) Terms of the agreement.
3) Scope of services or work to be completed, attached here as Exhibit A.
4) Maximum amount payable.
5) Cancellation clause.
6) Record retention clause
7) Copy of the CDPH - Special Terms and Conditions Exhibit D(F), attached hereto as Attachment 1.
8) Information confidentiality and security requirements, attached hereto as Attachment 2.
9) Information systems security requirements for projects, attached hereto as Attachment 3.

g. Comply with all requests from COUNTY including programmatic and fiscal onsite or desk reviews. Upon request, provide documentation to the COUNTY and follow protocols to ensure compliance with requirements.

h. Preparation and submission of On-line Activity Tracking Form (ATF) and Progress Reports as follows:

1) See attached Scope of Work - Exhibit A
2) Activities must be logged by the 7th of the following month to track prior month's activities.
3) Semi-annual progress reports will be due early April, date TBD.
4) Annual progress report will be due early October, date TBD.

i. Participation in all mandatory trainings and meetings as requested by COUNTY.

j. DISTRICT agrees to maintain and preserve files relevant to this agreement, until three years after termination of and final payment is received from the NEOPB to the Grantee. In addition, permit the NEOPB , CDPH, CDSS, USDA or any duly authorized to have access to, examine or audit any pertinent books, documents, papers and fiscal records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records. Any costs that cannot be substantiated by source documentation may be disallowed.

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k. Return any funds necessary to repay USDA for any federal audit exceptions in which DISTRICT has not complied with the requirements of this agreement and applicable state and federal regulations.

l. Submission of a copy of audited financial statements to COUNTY nine months after the year end. DISTRICT agrees to provide access to auditors to determine compliance with federal regulations.

VI. Documentation Approval and Acknowledgements.

COUNTY and DISTRICT agree that documents prepared by organizations using CDPH funding for external release, in print or other media, or via the Internet, must undergo appropriate review and approval prior to release. Documents prepared by CDPH contractors and subcontractors and intended for publication and distribution by an entity outside of CDPH must receive the necessary departmental approvals prior to publishing or distribution. Concurrent submission to the internal and external review processes is not permitted. Reviews may take up to thirty (30) working days. CDPH has identified the following category of documents intended for external release applicable to nutrition education:

Health Education/Communication

- One time, periodic, or occasional
- Provides factual information to the public or target audience to prevent disease or improve health status
- Conveys a specific public health message to a select target audience about a specific public health problem or program

Examples:

- Brochure
- Fact sheet
- Media campaigns and advertisements
- Newsletter
- Fotonovela
- Press release or other press materials
- Public Service Announcement
- Social Networking – Facebook, Twitter, etc.

Materials, whether newly developed or reprinted, must include an appropriate acknowledgement/funding statement.

See the *NEOPB Branding Guidelines Manual* at:
http://www.cachampionsforchange.cdph.ca.gov/Library/networkbrandhome.php

for information on approved acknowledgement/funding statements and which types of materials should carry which version of the statement. For materials not listed, contact COUNTY for guidance on which statement is appropriate.

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Whenever possible, the *NEOPB* logo should be displayed prominently on all materials produced with *NEOPB* funds. This includes flyers, Web pages, PowerPoint presentations, printed publications, or any other documents. *NEOPB* logos are available in English, Spanish, black and white, color, and in different electronic file formats online in the *Resource Library* http://cdph.ca.gov/programs/cpns/RL/Pages/default.aspx

Additional Provisions links:

Fiscal and Administrative Guidelines
http://www.cdph.ca.gov/programs/cpns/Pages/FiscalandADministrativeGuidelinesManual.aspx

NEOPB Program Letters and any revisions
http://www.cdph.ca.gov/programs/cpns/Pages/ProgramLetters.aspx

United States Department of Agriculture, Supplemental Nutrition Assistance Program Education (SNAP-Ed) Plan Guidance
http://snap.nal.usda.gov/snap/Guidance/FinalFY2015SNAP-EdGuidance.pdf

VII. Terms and Conditions.

1. Hold Harmless/Indemnification.

   Each party agrees to indemnify, defend, and hold harmless the other party and its officers, directors, trustees, employees, agents (together "Employees and Agents") from any claim, liability or loss, including reasonable attorneys' fees arising out of or resulting from the acts or omissions of the indemnifying party or any of its Employees or Agents in connection with this Agreement, excepting only loss, injury or damage caused by the sole negligence of willful misconduct of the non-indemnifying party's Employees and Agents. Each party shall notify the other party immediately in writing of any claim of injury or damage related to activities performed pursuant to this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities of this Agreement, provided that nothing shall require either party to disclose any documents, records or communications that are protected under the peer review privilege, the attorney-client privilege or the attorney work-product privilege. The provisions of this section shall survive the termination of this Agreement.

2. Liability Insurance.

   Without limiting or diminishing the DISTRICT'S obligation to indemnify or hold the COUNTY harmless, DISTRICT shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement:

   a. Workers' Compensation:
      If the DISTRICT has employees as defined by the State of California, the DISTRICT shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include

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Employers' Liability (Coverage B) including Occupational Disease with limits not less than one million dollars $1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

b. Commercial General Liability:
Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury covering claims which may arise from or out of DISTRICT'S performance of its obligations hereunder. Policy shall name all agencies, districts, special districts, and departments of the COUNTY of Riverside, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insured's. Policy's limit of liability shall not be less than one million dollars $1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

c. Vehicle Liability:
If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then DISTRICT shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than one million dollars $1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the County of Riverside, its agencies, districts, Special districts, and departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insured's.

d. General Insurance Provisions - All lines:
   1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the 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 DISTRICT must declare its insurance self-insured retentions. If such self-insured retentions exceed five hundred, thousand $500,000 per occurrence such retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self insured retention unacceptable to the COUNTY, and at the election of the Country's Risk Manager, DISTRICT'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.

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3) DISTRICT shall cause DISTRICT'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, or 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. DISTRICT *shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsement or policy of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.*
4) It is understood and agreed to by the parties hereto and the insurance company(s), that the Certificate(s) of insurance and policies shall so covenant and shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.
5) The COUNTY'S Reserved Rights –Insurance. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work (such as the use of aircraft or watercraft) the COUNTY reserves the right to adjust the type of insurance required herein, if; in the COUNTY Risk Manager's reasonable judgment the amount or type of insurance carried by the DISTRICT has become inadequate
6) DISTRICT 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.

3. License.

a. DISTRICT shall, through the term of this Agreement, maintain all licenses necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, County of Riverside, and all other governmental agencies. DISTRICT shall notify COUNTY immediately, in

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writing, of inability to obtain or maintain such license. Said inability shall be cause for termination of this Agreement.

b. DISTRICT shall ensure that DISTRICT'S employees, agents and other subcontractor's performing services under the terms of this Agreement are in compliance with all relative licensing requirements. DISTRICT hereby agrees to notify COUNTY immediately, in writing, of inability of DISTRICT or any of DISTRICT'S employees, agents and other subcontractors, to obtain or maintain such license(s). Said inability shall be cause for termination of this Agreement.

c. A copy of each such license, permit, approval, waiver, exemption, registration, accreditation, and certificate shall be provided to COUNTY.

4. Nondiscrimination and Eligibility.

DISTRICT shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel, on the basis of ethnic group identification, race, color, creed, ancestry, religion, national origin, physical handicap, medical condition, 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 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. §1210 et. Seq.) and all other applicable laws or regulations.

5. Conflict of Interest.

DISTRICT and DISTRICT'S employees shall have no interest, and shall not acquire any interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this Agreement

VIII. Special Terms and Conditions.

COUNTY and DISTRICT shall follow all relevant and applicable regulations as specified in the CDPH "Special Terms and Conditions", also known as Exhibit D(F), attached hereto as Attachment 1. These may include, but are not limited to:

1. Travel and Per Diem Reimbursement – unless otherwise specified, Party A and Party B will be reimbursed for travel and per diem expenses at rates established by the California Department of Personnel Administration.

2. Subcontract Requirements – Not Applicable.

3. Lobbying Restrictions – for contracts and subcontracts that equal or exceed $100,000 in Federal Share.

4. Intellectual Property Rights – except where CDPH has agreed in a signed writing to accept a license, CDPH shall be and remain without additional compensation, the

Attachment: 16-123 Desert Healthcare District_SNAP-Ed_agreement partially signed (2706 : 16-123 Desert Healthcare District_SNAP-Ed)

sole owner of any and all rights, title and interest in all Intellectual Property which result directly or indirectly from this Agreement.

IX. Funding.

1. Federal Share SNAP-Ed funding shall not be used to supplant existing nutrition education funds or activities during the term of the contract.

2. DISTRICT shall provide Federal Share budget documentation as requested by USDA, CDSS, CDPH or COUNTY.

3. Program activities shall not supplant existing nutrition education programs, and where operating in conjunction with existing programs, enhance and supplement them.

4. Funding for each federal fiscal year is subject to approval by USDA. If full funding does not become available, CDPH will amend, reduce or cancel the resulting agreement. Continuation of services beyond the first fiscal year is subject to COUNTY and DISTRICT continued successful performance.

X. Modification and Termination.

1. This agreement may be cancelled or terminated without cause by either party by giving (30) calendar days advance written notice to the other party. Such notification shall state the effective date of termination or cancellation and include any final performance and/or payment invoicing instructions/requirements.

2. Any and all amendments must be made in writing and must be agreed to and executed by the parties before becoming effective.

3. It is mutually agreed that if the Federal Budget of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State and COUNTY shall have no liability to pay any funds whatsoever to DISTRICT; and DISTRICT shall not be obligated to perform any provisions of this Agreement for which they are not reimbursed.

4. If funding for any fiscal year is reduced or deleted by the Federal Budget for purposes of this program, the State and COUNTY shall have the option to either cancel this Agreement with no liability occurring to the State or COUNTY, or offer an agreement amendment to DISTRICT to reflect the reduced agreement.

XI. Notices.

Any notices required to be given under this agreement shall be given by regular mail, postage prepaid, addressed as follows:

Attachment: 16-123 Desert Healthcare District_SNAP-Ed_agreement partially signed (2706 : 16-123 Desert Healthcare District_SNAP-Ed)

COUNTY:
Riverside County Department of Public Health
Procurement and Logistics
4065 County Circle Drive
Riverside, California 92503

DISTRICT:
Desert Healthcare District
1140 N. Indian Canyon Drive
Palm Springs, CA 91786

and a copy to:
Riverside County Department of Public Health
Nutrition Services Branch
4210 Riverwalk Parkway, Suite #400
Riverside, California 92505

Or to such other address (es) as the Parties may hereafter designate.

XII. Effective Date and Signature.

This agreement shall be effective upon the signature of COUNTY and DISTRICT authorized officials. It shall be in force from October 1, 2016 to September 30, 2019. COUNTY and DISTRICT indicate agreement with their signatures.

COUNTY	DISTRICT
	Chris Christensen
John J. Benoit, Chairman of the Board of Supervisors	Chris Christensen
Print Name	Print Name
	9/15/16
Date	Date

ATTEST:

By_____
Kecia Harper-Ihem, Clerk

FORM APPROVED COUNTY COUNSEL
BY: NEAL R. KIPNIS DATE 9/12/16

Attachment: 16-123 Desert Healthcare District_SNAP-Ed_agreement partially signed (2706 : 16-123 Desert Healthcare District_SNAP-Ed)



EXHIBIT A
#16-123

CHAMPIONS for CHANGE™

Riverside University HEALTH SYSTEM Public Health

Riverside County

FFY17-FFY19 Nutrition Education and Obesity Prevention (NEOP) grant

Integrated Work Plan

Desert Healthcare District

This material was produced by the California Department of Public Health's Nutrition Education and Obesity Prevention Branch with funding from USDA SNAP-Ed, known in California as CalFresh. These institutions are equal opportunity providers and employers. CalFresh provides assistance to low-income households and can help buy nutritious food for better health. For CalFresh information, call 1-877-847-3663. For important nutrition information, visit www.CaChampionsForChange.net.

Attachment: 16-123 Desert Healthcare_SNAP-Ed_Exhibit A Info (2706 : 16-123 Desert Healthcare

Subcontracting SNAP-Ed / NEOP FFY17-19 Funds

Objective

Award NEOP funding to local communities to work with CalFresh participants and those eligible for CalFresh to improve the nutrition related environment in their communities.

Goal:

By FFY19, NEOP funded cities and communities will have implemented Policy, Systems and Environmental Changes within their communities to build sustainability of healthy eating active living norms.

Attachment: 16-123 Desert Healthcare_SNAP-Ed_Exhibit A Info (2706 : 16-123 Desert Healthcare

NEOP Objectives

1. Increase Consumption and Access to Healthy Foods - Fruits and Vegetables
2. Increase Consumption and Access to Healthy Beverages and Reduced Consumption of Unhealthy Beverages
3. Increase Physical Activity (PA) and Reduce Sedentary Behavior
4. Implement Environmental Supports for Nutrition Education (Policy, Systems and Environmental Changes - PSE)



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Attachment: 16-123 Desert Healthcare_SNAP-Ed_Exhibit A Info (2706 : 16-123 Desert Healthcare

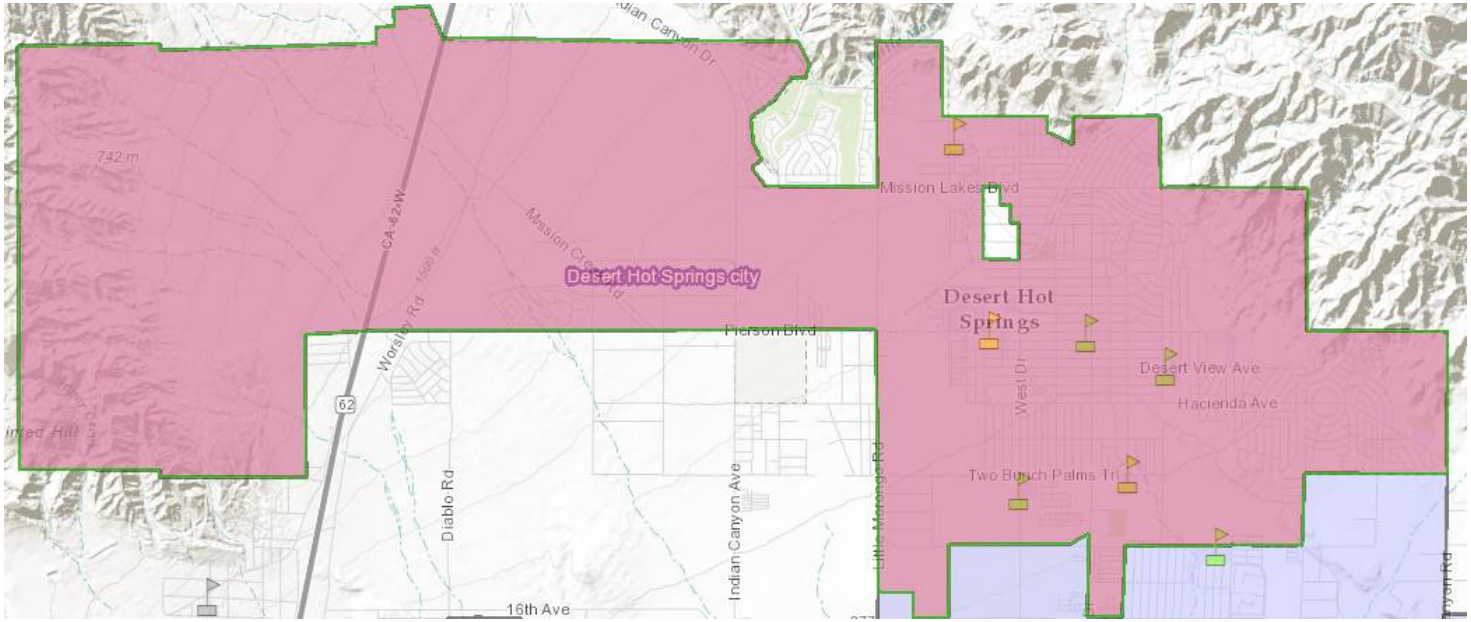
DHCD

(to serve Desert Hot Springs community)

Total Population 28,164	
% Population (≤185% FPL) (low income)	9,012 (32%)
SNAP-Eligible Schools (Palm Springs Unified School District – schools in Desert Hot Springs only)	8/8 schools (6,369)

Data Sources: 2014 US Census Information, 2009-2013 American Communities Survey, California Department of Education- FRPM data

Map of City Boundary (Pink) and Schools (Flags)



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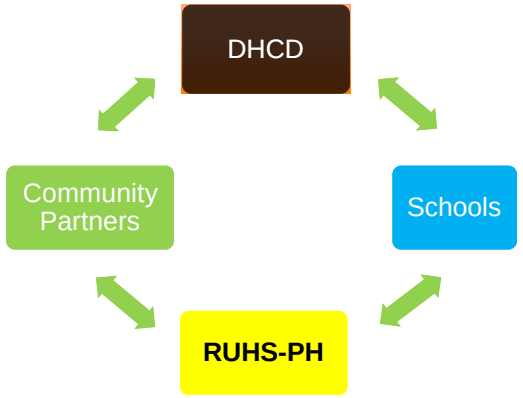
Continuing the Local movement towards Healthier Communities and Schools through Policy, Systems and Environmental Change

DHCD continues to partner with community based organizations and schools in healthy behavior change

DHCD continues to show

- Interest in Healthy Eating Active Living
- Ability to build capacity in low income neighborhoods
- Healthy Eating Active Living Schools



Working Together for Healthy Families



3-year NEOP Funding Opportunity

Community Based Partner	FFY16/17	FFY17/18	FFY18/19	TOTAL
DHCD	$140,000	$109,000.00	$90,000.00	$339,000.00

NEOP funding is targeted towards CalFresh eligible residents in Desert Hot Springs.

Annual amounts may be higher if RUHS-PH receives carry-in funds. Amount of carry-in funds, if any, is not known at this time.

(Funds contingent upon federal funds awarded to RUHS-PH.)

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Attachment: 16-123 Desert Healthcare_SNAP-Ed_Exhibit A Info (2706 : 16-123 Desert Healthcare

Funding levels based on various factors:



- # and % of school free and reduced price meals
- # and % of low-income residents



- Presence of SNAP-Ed services from other agencies



- Dashboard data (Spending history)
- Activity Tracking Form (ATF) reports



- Declines in Federal SNAP-Ed funding

Additional subcontracting funds may be available each contract year, if:

RUHS-PH spends out the majority of their annual allocation, making them eligible for carry-in funds estimated between 3-8%, if available.

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Attachment: 16-123 Desert Healthcare_SNAP-Ed_Exhibit A Info (2706 : 16-123 Desert Healthcare

DHCD NEOP Funding Requirements

- Subcontracting allowable, per guidance below:
  - FFY17 up to **2 subcontractors**
  - FFY18 **no subcontracting allowed**
  - FFY19 **no subcontracting allowed**

DHCD and each of their subcontractors is expected to contribute to a PSE category and will meet with LHD staff to document PSE work.

- DHCD must partner with eligible schools in the Palm Springs Unified School district (within the city of Desert Hot Springs) to reach students with nutrition education and physical activity promotion, primarily through direct education.
- Amount subcontracted shall reflect direct education and PSE reach
  - For example, if subcontracting $10,000, expected direct education and PSE efforts will reach 100 SNAP-Ed eligibles.
- Must ensure a "Subcontractor Agreement" is obtained and executed for **each** subcontractor.
- Must monitor subcontractor activities to ensure integrity of education and reaching eligible SNAP-Ed population
- Must monitor their monthly dashboard to ensure they are on track in expensing out at least 90% of their total funding allocation.

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NEOP Reporting Requirements

Annually, DHCD will be required to submit the following:



- Semi-Annual Progress Reports * (Due early April, date TBD)
- Annual Progress Report (Due early October, date TBD)
- Online Activity Tracking Form (ATF)
  (Updated monthly, by the 7th of each month for previous months activities)
- Policy, System, and Environmental (PSE) Evaluation Reporting Form (Quarterly)
- Invoices (Due monthly, by the 25th of each month for the previous month's expenditures.) September invoice may be due earlier than the 25th, date TBD.

*** Previously, progress reports were required quarterly.**

No Impact / Outcome Evaluation (IOE) plan or final IOE report required as DHCD is not required to complete an IOE project.

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Attachment: 16-123 Desert Healthcare_SNAP-Ed_Exhibit A Info (2706 : 16-123 Desert Healthcare

DHCD's Responsibilities

- Must comply with all NEOPB and USDA rules, regulations and grant exhibits, and ensure subcontractor (if applicable) compliance.
- Must respond to RUHS-PH request for information and provide all requested documentation.
- Must complete and submit timely reports and invoices.
- Must prepare for any RUHS-PH, NEOPB and/or USDA site visits, as requested.
- Required to demonstrate compliance with Federal Civil Rights requirements and Non-Disparagement Certification.
- Must follow record retention requirements and ensure that subcontractors retain all records pertaining to the grant for a minimum of three years after the end of the grant term in case of a State or Federal review/audit.

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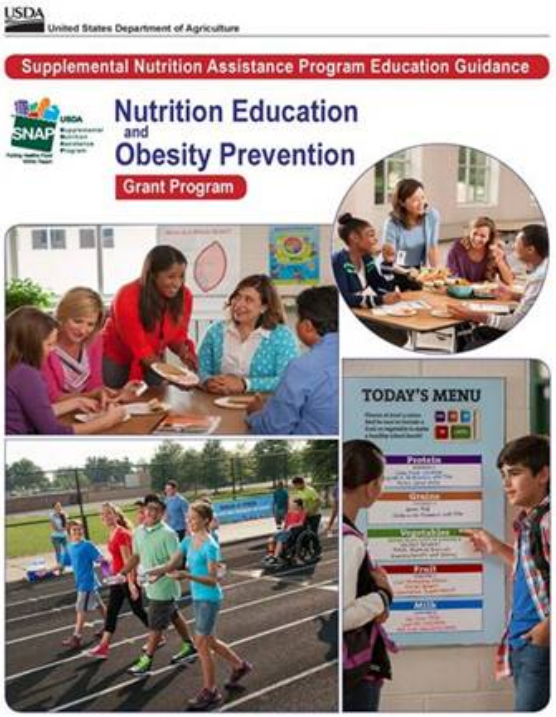
Attachment: 16-123 Desert Healthcare_SNAP-Ed_Exhibit A Info (2706 : 16-123 Desert Healthcare

SNAP-Ed NEOP Guidance



All interventions and activities funded through the NEOP grant must conform to the guidelines set forth in the USDA Supplemental Nutrition Assistance Program Plan Guidance requirements.

Attachment: 16-123 Desert Healthcare_SNAP-Ed_Exhibit A Info (2706 : 16-123 Desert Healthcare

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NEOP Portfolio Settings

CORE & SECONDARY SETTINGS				COMPLIMENTARY SETTINGS ONLY (Work should be done in places that support/target same population as Core Settings)	
LIVE [Public shelters, places of worship, community organization services (or other community or neighborhood settings where people "live").]	**LEARN** [Child care, head start, early care and education, schools, after-school]	**SHOP** [Farmers markets, grocery stores, food retailers, food pantries, stores (or other places where people "shop" for food).]	**WORK** [Worksites with low-wage workers, job training programs, TANF worksites (or other places where people go to "work").]	**PLAY** [Parks and recreation, YMCA, county fairs, Boys and Girls clubs, bicycle and walking paths (or other places where people go to "play")	**EAT** [Restaurants, mobile vending/food trucks, congregate meal sites (or other places where people primarily go to "eat".]
Portfolio 1	**Portfolio 2**	**Portfolio 3**	**Portfolio 4**		

Intended Audience:

Learn 2A: Age 0-5 years
Learn 2B: Age 6-17 years

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Attachment: 16-123 Desert Healthcare_SNAP-Ed_Exhibit A Info (2706 : 16-123 Desert Healthcare

Integrated Work Plan (Activity / Portfolio / Reach)

Activity	Portfolio	Minimum Reach (SNAP-Ed eligible)
Direct Education (Classes) • Nutrition Education and Physical Activity Promotion classes	Learn 2B, Live, Play	FFY17: 1,400 FFY18: 1,090 FFY19: 900
Indirect Education a) Events b) Posters and Brochures	Learn 2B, Live, Play	a) Events (Reach 1,800 / year) (Estimate ~ 9 events / year) b) Posters and Brochures (Reach 3,000 / year)
Policy, Systems and Environmental (PSE) Change (School Wellness is a required PSE annually) • Up to two PSE efforts can be selected *PSE selected to be mutually agreed upon between DHCD and RUHS-PH*	Live, Learn 2B	*Reach goal dependent on PSE selected and is expected to increase annually.*
Resident Engagement Project (Youth or Adult) • Identify Community "Champions"	Live, Learn 2B	FFY 17 (1 project) FFY18 & FFY19 (not applicable) Identify at least one "Champion" annually.

Attachment: 16-123 Desert Healthcare_SNAP-Ed_Exhibit A Info (2706 : 16-123 Desert Healthcare

Integrated Work Plan (Activity / Portfolio / Reach)

Activity	Portfolio	Minimum Reach (SNAP-Ed eligible)
Public Relations / Social Media Efforts Promote NEOP activities and events being offered in the community and schools • Notify eligible individuals to the maximum extent possible of the availability of SNAP-Ed activities in their local community and schools.	Live, Learn 2B, Play	No expected reach numbers. Document PR and notification efforts ATF.
Participate in Collaborative Meetings Such as the County Nutrition Action Plan (CNAP), Riverside County Health Coalition, Network North meetings, Local School Wellness Committee meetings, etc.	Live, Learn 2B	Attend CNAP and Riverside County Health Coalition meetings

Attachment: 16-123 Desert Healthcare_SNAP-Ed_Exhibit A Info (2706 : 16-123 Desert Healthcare

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EXHIBIT A

Supplemental Nutrition Assistance Program Education (SNAP-Ed)

Three-Year
Integrated Work Plan
FFY 2017–2019

Desert Healthcare District
#16-123

Attachment: 16-123 Desert Healthcare_SNAP-Ed_Exhibit A IWP (2706 : 16-123 Desert Healthcare

SECTION A: OVERVIEW

1. **SNAP-Ed Implementing Agency (counterpart local agency) Names**

	California Department of Social Services: CDSS: (County Welfare Departments: CWD)
X	University of California: UC CalFresh UCCE: UC Cooperative Extension: UC CalFresh (UCCE)
X	California Department of Public Health: CDPH: County of Riverside, Department of Public Health (DOPH) ***(Local Health Department [LHD} subcontractor: Desert Healthcare District [DHCD])***
X	California Department of Aging: CDA: County of Riverside, Office on Aging PSA21 (AAA)
X	Catholic Charities of California: CCC: Catholic Charities of San Bernardino & Riverside Counties (CCC)

2. **State Level Goals and Objectives**

Overall State Level Goal and Focus

The California SNAP-Ed goal is to improve the likelihood that persons eligible for SNAP-Ed will make healthy food and physical activity choices within a limited budget consistent with the current *Dietary Guidelines for Americans* and *Physical Activity Guidelines for Americans*.
California SNAP-Ed focuses on preventing nutrition and activity-related chronic diseases and improving food security among persons eligible for SNAP-Ed by:

- Providing information and education to promote food resource management, healthy eating, and a physically active lifestyle, and
- Creating supportive food and activity environments in collaboration with community partners in order to make healthy choices easier where people eat, live, learn, work, play, and shop.

Behavioral Outcomes

Goal 1: Increase Consumption of Healthy Foods and Beverages and Decrease Consumption of Unhealthy Foods and Beverages

- **Objective 1a:** Annually improve the dietary quality of meals and snacks consumed by the SNAP-Ed eligible population consistent with the current *Dietary Guidelines for Americans*.
- **Objective 1b:** Annually increase consumption of fruits and vegetables among the SNAP-Ed eligible population.
- **Objective 1c:** Annually decrease consumption of added sugar from food and beverages among the SNAP-Ed eligible population.

Goal 2: Increase Physical Activity

- **Objective 2:** Annually increase physical activity among the SNAP-Ed eligible population consistent with the current *Physical Activity Guidelines for Americans*.

EXHIBIT A
Supplemental Nutrition Assistance Program Education (SNAP-Ed)

Three-Year
Integrated Work Plan
FFY 2017–2019

Desert Healthcare District
#16-123

Attachment: 16-123 Desert Healthcare_SNAP-Ed_Exhibit A IWP (2706 : 16-123 Desert Healthcare

Goal 3: Improve Food Resource Management

- **Objective 3a:** Annually improve resource management behaviors [1] among the SNAP-Ed eligible population.
- **Objective 3b:** Annually increase food security [2] among the SNAP-Ed eligible population.

Physical & Social Environment Outcomes

Goal 4: Increase access to and/or appeal [3] of healthy dietary choices and decrease access to and/or appeal of unhealthy dietary choices where people eat, live, learn, work, play, or shop.

- **Objective 4a:** Annually improve [4] food environments at SNAP-Ed eligible sites.
- **Objective 4b:** Annually improve the proportion of healthy to unhealthy food environments in SNAP-Ed eligible communities.

Goal 5: Increase access to and/or appeal [3] of physical activity opportunities for SNAP-Ed eligible populations.

- **Objective 5a:** Annually improve [4] environments and opportunities for physical activity at SNAP- Ed eligible sites.
- **Objective 5b:** Annually increase physical activity opportunities and improved environments community-wide in SNAP-Ed eligible communities.

[1] Behaviors, such as reading labels, shopping with a list and comparing prices to maximize use of limited resources to support a healthy diet.
[2] Defined as not running out of food at the end of the month.
[3] Defined as availability, affordability, appropriateness to priority population, variety, quality, and marketing strategies such as placement, point of decision prompts, healthy defaults, and promotion.
[4] Defined as a combination of introducing healthy changes at new sites and deepening or maintaining changes at existing sites.

3. **Jurisdiction Description**

Intentionally omitted, for the complete jurisdiction description, refer to County of Riverside Department of Public Health Integrated Work Plan.

4. **Community Assessment**

Intentionally omitted, for the complete community assessment, refer to County of Riverside Department of Public Health Integrated Work Plan.

5. **Community Change Goals**

Intentionally omitted, for the complete community change goals, refer to County of Riverside Department of Public Health Integrated Work Plan.

6. **Partnerships and Collaborative Efforts [County Nutrition Action Plan (CNAP) Partners or Comparable]**

Intentionally omitted, for the complete partnerships and collaborative efforts, refer to County of Riverside Department of Public Health Integrated Work Plan.

7. **Key Messages (X all that apply).**

Intentionally omitted, for complete key messages, refer to County of Riverside Department of Public Health Integrated Work Plan.

8. **Educational Materials, Resources and Curriculum**

All educational materials, resources and curriculum selected for Riverside County's FFY17-FFY19 work plan come from the California SNAP-Ed Integrated Curricula List and/or the SNAP-Ed Strategies and Interventions: An Obesity Prevention Toolkit for States, available at: https://snaped.fns.usda.gov/snap/SNAP-EdInterventionsToolkit.pdf.

9. **Intervention and Evaluation Plan Narrative Summary**

Intentionally omitted, for the complete intervention and evaluation plan narrative summary, refer to County of Riverside Department of Public Health Integrated Work Plan.

Intervention Summary

Just as in FFY16, LHD will continue to subcontract funds to four targeted communities: Riverside (City of Riverside), Perris (City of Perris), Jurupa Valley (Reach Out and Jurupa Unified School District [JUSD]) and Desert Hot Springs (Desert Healthcare District) for FFY17-FFY19. Together, the four Local Implementing Agencies (LIAs) and LHD subcontractors will collaborate to deliver evidenced-based obesity prevention programs and identify policy, systems and environmental (PSE) change strategies utilizing multi-level interventions and public health approaches.

Over the next three years, the four LIA partners and subcontractors will address four local objectives. Each of these local objectives will focus on an environmental setting (LIVE, LEARN, SHOP, PLAY and EAT) and together will have a broader reach of children, adults and seniors. Interventions will include nutrition education, both direct and indirect, and support PSE strategies to be more effective in addressing obesity in the county's SNAP-Ed population. The information gathered in the jurisdiction description assisted the LIA partners in identifying which communities within the county had the greatest need for concentrated interventions. Areas of the county identified as "poverty pockets" are the primary focus. Poverty pockets are defined as cities with higher percentages of people living below poverty level, compared to the county average of 16.9%. We will coordinate activities to complement each other if we serve the same areas so there is no overlap.

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Objective 1 (LIVE, PLAY, EAT)

LIAs will be addressing interventions conducted where people **Live**, **Play** and **Eat**. Together, the four SNAP-Ed funded agencies will collaborate to address the needs of SNAP-Ed individuals in seven qualifying communities to promote healthy food and beverage strategies, increase skills and attitudes towards healthy eating, active living, and resource management. Year 1 will focus on building partnerships to support the interventions in five qualifying communities, and then in year 2 we will continue collaborating and building partnerships and add an additional community and then do the same in year 3, for a total of seven communities by 2019. Objective 1 will allow us to work with SNAP-Ed individuals of all ages; LHD and UCCE will reach children, youth and adults through parks, community centers, youth centers, and/or faith based organizations and CCC and AAA will reach adults and seniors participating in community centers, congregate meal sites and faith based organizations. UCCE is currently working with the Torres Martinez Indian Reservation (Thermal/Salton City area) to provide direct and indirect education to youth and adults. They will continue to build on this relationship in the next three years. In FFY16, LHD made a connection with the Morongo Band of Mission Indians (Banning/Cabazon area) and had the opportunity to participate in an event on the reservation. In FFY17, we hope to build this partnership and provide direct and indirect education over the next three years.

All LIAs and the LHD subcontractors will conduct direct education using a combination of single session and class series, workshops and spotlight education, as appropriate. From past experience, we found that not every participant is at the same stage of change and a brief 15-minute educational session (spotlight) could be effective in delivering a focused message. When possible, indirect education in the form of posters, videos, brochures and online resources/social media will be used to reinforce the messages SNAP-Ed individuals received through direct education. We plan to use different PSE strategies to complement direct and indirect education including a community garden, sharing of model healthy food and beverage standards and hydration stations to increase access to water, and create awareness and facilitate opportunities for physical activity through the use of stencils, bingocize and physical activity classes

LHD plans to identify "Community Champions" such as residents, physicians, community based partners or stakeholders who can advocate for healthy changes in these same seven communities. LHD will utilize the champions to be guest speakers at NEOPB signature events; such as Latino Health Awareness Month, Black Health Awareness Month or Food Day events. Through the advocacy of "Community Champions" LHD hopes to inspire and empower others in the community to make healthy changes, just as the champions did themselves.

LHD subcontractors will build on the successes from FFY15 and FFY16 and continue to leverage funding from community partners. The City of Riverside, a LHD funded subcontractor, has been successful in leveraging outside funding through the Kaiser Permanente HEAL Zone grant to advance PSE work in two CX[3] neighborhoods by installing outdoor fitness equipment at Bordwell and Lincoln Parks and a preschool playground at Bobby Bonds Park. The city also captivated the momentum of the Healthy Food and Beverage policy that first started in youth programs, leading to the city council adopting a city-wide vending and procurement policy.

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The City of Perris, another LHD funded subcontractor, worked with the Safe Routes to School program in Riverside County to apply for the Active Transportation Program grant and was awarded infrastructure funds for street improvements near schools in the CX[3] neighborhood for enhanced walkability. Most recently, City of Perris and Eastern Municipal Water District have partnered on a "Perris Green City Farm program" which will feature a learning garden to teach residents low-cost gardening concepts. LHD will be collaborating with the program to provide nutrition education along with a UC Cooperative Extension Master Gardener. UC CalFresh has been partnering with the Community Settlement Association (CSA) to revitalize and expand their community garden to grow produce for families at the CSA food pantry. This project has received funding from the Kaiser Permanente HEALZone grant through Riverside Community Health Foundation to expand the garden. UC CalFresh will be leading this project with a team of Master Gardeners in the next three years. UC CalFresh has also been working with youth centers including the Boys and Girls Clubs and Youth Opportunity Centers. They plan to introduce a garden component at three sites by 2019. Office on Aging will continue to implement a “Bingocize” train-the-trainer model, to promote physical activity in the senior population at congregate meal sites. Catholic Charities will continue to engage residents in the development of community gardens and encourage families to use their CalFresh benefits to purchase seeds to start up their home gardens.

Objective 2 (LEARN K-12)

LHD and subcontractors along with UCCE will work collaboratively to provide interventions in the **Learn (K-12)** setting. UCCE plans to work with the following school districts: Coachella Valley Unified, Alvord Unified (Riverside area), Val Verde (Perris and Moreno Valley areas) Unified, Banning Unified and Palm Springs Unified. UCCE's focus will be on Coachella and Alvord since they have been building a strong relationship at the district level over the years. LHD and subcontractors plan to work with the following school districts: Desert Sands Unified, Riverside Unified, Jurupa Unified, Palm Springs Unified, San Jacinto Unified, Alvord Unified, Moreno Valley Unified, Perris Elementary, Perris Union High, Banning Unified and Val Verde Unified. To meet the needs of the school districts, LHD and UCCE will work together to ensure that elementary, middle and high schools in those districts receive interventions without overlapping services. For example, at Alvord, Banning and Val Verde Unified, UCCE will focus on middle and high schools, while LHD will focus on elementary schools.

The LHD, their subcontractors and UCCE will conduct direct education using a combination of single session and class series, as appropriate for the grade level. Both agencies will participate in school events, such as Open House, Back-to-School, Walk to School Day and Wellness Day events to provide indirect education. LHD will leverage the Safe Routes to School program in Riverside County and encourage the schools that are receiving SNAP-Ed interventions to participate in the Walk to School Day events to encourage physical activity. Schools will also be provided with additional indirect education through the display of posters and/or murals with healthy eating and active living messages to once again reinforce direct education messages.

PSE efforts have been enhanced through the efforts of LHD subcontractors by seeking external funding to support the NEOPB initiatives in schools. Alvord Unified has been recognized by the Alliance for a Healthier Generation for their programming, training and policy work towards

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active, healthy schools and have been awarded funds to build on PSE efforts in the future. Jurupa Unified is frequently in pursuit of additional funding sources to supplement fitness opportunities for students (such as 100 Mile Club, soccer intramurals, elementary school tracks and soccer goals) as well as partnering for school food pantries, school-based health centers, and stipends for wellness leaders on campus. Desert Healthcare District has established an innovative collective impact project, providing swim lessons and nutrition education to third graders across Palm Springs Unified, with the investment and backing of several key community partners. Riverside Unified continues to grow the number of elementary school sites hosting "Kids Produce Market" (a monthly food distribution for students attending specific low-income schools), in cooperation with Feeding America. City of Perris has contributed to a successful grant application for Safe Routes to School infrastructure funds to improve walkability at a local school. UCCE/UC CalFresh has been working on school garden projects and has started Smarter Lunchrooms Movement (SLM) with two schools in Coachella Valley Unified as well as helped them secure the USDA Team Nutrition SLM grant. In the next 3 years, UC CalFresh plans to pilot Shaping Healthy Choices Program, one school per year. The Shaping Healthy Choices Program, from UC Davis Center for Nutrition in Schools, is a multi-component, school- based intervention that was developed to improve children's health. The program integrates nutrition education with school wellness policy and other PSE components to sustain positive student health outcomes.

As the LHD and subcontractors implement SNAP-Ed activities, they will identify "School Champions" such as students, parents, faculty or counselors who advocate for healthy change in their schools. These "School Champions" will be invited to take a leadership role for school events like Walk to School Day and Wellness Days to empower others to make healthy changes. With each passing year, UCCE, LHD and subcontractors will continue providing direct education, with greater emphasis on integrating more into PSE strategies. We will work with the targeted school districts to take the comprehensive school health approach to the next level as much as possible. In 2017, LHD and UCCE will begin the planning and coordination phase for school gardens, SLM, Access to Water, and stencils. By 2018, both LIAs will establish or revitalize 5 school gardens, 4 SLM sites, 3 Access to Water sites, and 3 stencil sites. In 2019, LHD and UCCE will support the existing sites and in addition will add 5 school gardens, 4 SLM sites, 3 Access to Water sites and 4 stencil sites. Both LHD and UCCE plan to promote physical activity and active recess, including CATCH/SPARK activities, facilitate the painting of murals or playground stencils, and advocate for healthy food and beverages and water access at school sites.

Objective 3 (LEARN PreK)

Intentionally omitted, not applicable to DHCD.

Objective 4 (SHOP)

Intentionally omitted, not applicable to DHCD.

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Evaluation Narrative Summary

Intentionally omitted, for the complete evaluation narrative summary, refer to County of Riverside Department of Public Health Integrated Work Plan.

SECTION B: Target Audience Description

The target population is SNAP-Ed participants and those eligible up to 185% Federal Poverty Level. For the complete target audience description, refer to County of Riverside Department of Public Health Integrated Work Plan.

SECTION C: INTERVENTION PLAN

I. **Three-Year SNAP-Ed Local Objective #1 (FFY 2017–FFY 2019):**
Local Objectives must be S.M.A.R.T (Specific, Measureable, Achievable, Realistic, and Time-Bound)

By September 30, 2019, DHCD will work with the Desert Hot Springs SNAP-Ed qualifying community to make changes to the physical environment and /or policies to support improved nutrition and physical activity behaviors among residents. (**LIVE, PLAY & EAT**)

SNAP-Ed State Goals (*check all that apply*):

X	**Goal 1:** Food and Beverages (Behavioral)
X	**Goal 2:** Physical Activity (Behavioral)
X	**Goal 3:** Food Resource Management (Behavioral)
X	**Goal 4:** Access to and/or appeal of dietary choices(Physical and Social Environmental)
X	**Goal 5:** Access to and/or appeal of physical activity opportunities (Physical and Social Environmental)

II. **PSE Strategy(ies) that support the Three-Year SNAP-Ed Local Objective listed above:**

- Healthy Food and Beverage Standards
- Community Gardens
- Access to Water

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- Environmental Support to Promote Physical Activity / Stencils
- Signage and Marketing of Food and Nutrition Assistance Program

Activity Number	Activity Description	Intervention Categories*	Time Frame: Year & Quarter** *Check all that apply*	Documentation
1.1	Establish and maintain communication with community partners and stakeholders to provide linkages and coordination of efforts to address food security, healthy eating, active living and awareness of and participation in food assistance programs: such as coalition meetings, County Nutrition Action Plan, Riverside County Health Coalition, Network North Collaborative, etc.	CED CEI MPR X C&C TTA	Year 1: Q1 X, Q2 X, Q3 X, Q4 X Year 2: Q1 X, Q2 X, Q3 X, Q4 X Year 3: Q1 X, Q2 X, Q3 X, Q4 X	Submit: ATF, meeting agenda/notes, emails
1.2	Conduct direct nutrition education classes (includes single class and series) to reach Desert Hot Springs SNAP-Ed individuals at community centers, youth centers, FQHC, faith-based organizations, and/or parks using SNAP-Ed approved materials. • Year 1 - reach at least 1,400 SNAP-Ed individuals • Year 2 - reach at least 1,090 SNAP-Ed individuals • Year 3 - reach at least 900 SNAP-Ed individuals **All direct education from Activities 1.2 and 2.2 will be combined and count towards the expected annual reach number.**	X CED CEI MPR C&C TTA	Year 1: Q1 X, Q2 X, Q3 X, Q4 X Year 2: Q1 X, Q2 X, Q3 X, Q4 X Year 3: Q1 X, Q2 X, Q3 X, Q4 X	Submit: ATF, sign-in sheet, class flyer, data cards

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1.3	Conduct indirect nutrition education activities through events to reach Desert Hot Springs SNAP-Ed individuals at community centers, youth centers, FQHC, faith-based organizations, and/or parks using SNAP-Ed approved materials. • Annually, reach at least 1,800 SNAP-Ed individuals. **All indirect education from Activities 1.3, 2.3 and 4.3 will be combined and count towards the expected annual reach number.**	CED: ; CEI: X; MPR: X; C&C: ; TTA:	Year 1: Q1 X, Q2 X, Q3 X, Q4 X Year 2: Q1 X, Q2 X, Q3 X, Q4 X Year 3: Q1 X, Q2 X, Q3 X, Q4 X	Submit: ATF, event flyer, community event summary
1.4	Provide posters, videos, and/or brochures to reach Desert Hot Springs SNAP-Ed individuals at community centers, youth centers, FQHC, faith-based organizations, and/or parks using SNAP-Ed approved materials. • Annually, reach at least 3,000 SNAP-Ed individuals. Includes notification of SNAP-Ed classes and events and promotion of Food and Nutrition Assistance Programs. **All indirect education from Activities 1.4 and 2.4 will be combined and count towards the expected annual reach number.**	CED: ; CEI: X; MPR: ; C&C: ; TTA:	Year 1: Q1 X, Q2 X, Q3 X, Q4 X Year 2: Q1 X, Q2 X, Q3 X, Q4 X Year 3: Q1 X, Q2 X, Q3 X, Q4 X	Submit: ATF, Poster report form with photo
1.5	Utilize social media and website platforms and pursue local media and public relations efforts to support, NEOPB media campaign, NEOPB signature events, community events, NEOP activities and/or increase awareness of SNAP-Ed programs in the Desert Hot Springs community. Includes notification of SNAP-Ed classes and events and promotion of Food and Nutrition Assistance Programs.	CED: ; CEI: X; MPR: X; C&C: ; TTA:	Year 1: Q1 X, Q2 X, Q3 X, Q4 X Year 2: Q1 X, Q2 X, Q3 X, Q4 X Year 3: Q1 X, Q2 X, Q3 X, Q4 X	Submit: ATF, screen shot, press release/media article

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1.6	Identify and involve community residents, physicians, partners and/or stakeholders as "Champions" who are empowered to advocate for healthy changes in their neighborhoods. • Annually, identify one community "champion". **Activities in 1.6 and 2.6 will be combined and count towards the required "champion."**	CED: ; CEI: ; MPR: X; C&C: X; TTA: X	Year 1: Q1 X, Q2 X, Q3 X, Q4 X Year 2: Q1 X, Q2 X, Q3 X, Q4 X Year 3: Q1 X, Q2 X, Q3 X, Q4 X	Submit: Champion profile
1.7	Provide technical assistance and training on PSE efforts such as; Community Gardens, Healthy Food and Beverage Standards, Environmental Supports to promote Physical Activity (stencils and walkability), and/or Summer Feeding Programs at Desert Hot Springs community sites. • Annually, be working on at least one PSE effort in the community **Community Garden** - Establish and/or revitalize community gardens to encourage participants to grow their own food and/or increase consumption of locally grown food. **Healthy Food and Beverage Standards/Access to Water –** Support partners with model policies on vending, procurement and hydration stations to increase access to healthier options. **Physical Activity -** Create awareness and facilitate the use of stencils and CATCH/SPARK curriculum, as well as participation in physical activity classes, to increase active play.	CED: ; CEI: ; MPR: ; C&C: X; TTA: X	Year 1: Q1 X, Q2 X, Q3 X, Q4 X Year 2: Q1 X, Q2 X, Q3 X, Q4 X Year 3: Q1 X, Q2 X, Q3 X, Q4 X	Submit: ATF, training agenda / sign-in sheet, notes / email, PSE report
1.8	Provide technical assistance and training on SNAP-Ed approved materials such as; Rethink Your Drink, Harvest of the Month, Physical Activity curriculums (CATCH/SPARK) PowerPlay, etc. for community partners.	CED: ; CEI: ; MPR: ; C&C: X; TTA: X	Year 1: Q1 X, Q2 X, Q3 X, Q4 X Year 2: Q1 X, Q2 X, Q3 X, Q4 X Year 3: Q1 X, Q2 X, Q3 X, Q4 X	Submit: ATF, agenda, sign-in sheet

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1.9	Coordinate youth and/or resident projects in Desert Hot Springs to increase awareness, knowledge, and attitudes about nutrition and physical activity related environmental factors and to empower communities to advocate for healthy changes. Present findings to community stakeholders. Projects may include Communities of Excellence – (CX^3), photovoice, and Youth Participatory Action Research (YPAR). • Year 1 – one Community Engagement Project (Youth and/or resident projects may occur in a school or community setting.)		CED CEI MPR X C&C X TTA	Year 1: Q1 X, Q2 X, Q3 X, Q4 X Year 2: Q1, Q2, Q3, Q4 Year 3: Q1, Q2, Q3, Q4	Submit: ATF, sign-in sheet, community presentation / findings, photos

***Intervention Categories Legend**

CED = Community/Nutrition and Physical Activity Education Direct; **CEI** = Community/Nutrition and Physical Activity Education Indirect; **MPR** = Media, Social Media, Public Relations and Messaging; **C&C** = Coordination and Collaboration; **TTA** = Training and Technical Assistance

****Time Frame: Year & Quarter:**

Year 1 (FFY 2017); Year 2 (FFY 2018); Year 3 (FFY 2019)

Qtr. 1 (Oct. 1-Dec. 31); Qtr. 2 (Jan. 1-March 31); Qtr. 3 (Apr. 1-Jun. 30); Qtr. 4 (Jul. 1-Sept.30)

Evaluation Activities (FFY 2017 - FFY 2019)

Activity Number	Evaluation Activity Description	Formative	Process	Outcome or Impact	Time Frame: Year & Quarter** Check all that apply	Tool/Documentation
E.1.1	Track and report all community partner communication, direct and indirect education, social media, and training activities conducted in Activity 1.1, 1.2, 1.3, 1.4, 1.5 and 1.8.		X		Year 1: Q1 X, Q2 X, Q3 X, Q4 X Year 2: Q1 X, Q2 X, Q3 X, Q4 X Year 3: Q1 X, Q2 X, Q3 X, Q4 X	X EARS/ATF PSE RE-AIM Report List other:

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E.1.2	Summarize progress of PSE efforts; including Community Gardens, Healthy Food and Beverage Standards, Environmental Supports to promote Physical Activity (stencils and walkability), and/or Summer Feeding Program for Activity 1.7.		X	X	**Year 1**: Q1 X, Q2 X, Q3 X, Q4 X **Year 2**: Q1 X, Q2 X, Q3 X, Q4 X **Year 3**: Q1 X, Q2 X, Q3 X, Q4 X	X EARS/ATF X PSE RE-AIM Report List other: Success story, photos
E.1.3	Provide technical assistance to NEOP funded staff, subcontractors, "Champions" and partners as requested, in addition to scheduled conference calls and/or in-person meeting, trainings, webinars, and observations to promote skill building, sharing of best practices, and advancement of obesity prevention efforts for Activity 1.2, 1.3, 1.6, 1.7, 1.8 and 1.9.		X		**Year 1**: Q1 X, Q2 X, Q3 X, Q4 X **Year 2**: Q1 X, Q2 X, Q3 X, Q4 X **Year 3**: Q1 X, Q2 X, Q3 X, Q4 X	X EARS/ATF PSE RE-AIM Report List other:

SECTION C: INTERVENTION PLAN

I. **Three-Year SNAP-Ed Local Objective #2 (FFY 2017–FFY 2019):**

Local Objectives must be S.M.A.R.T (Specific, Measureable, Achievable, Realistic, and Time-Bound)

By September 30, 2019, DHCD will work with the school district in the Desert Hot Springs community to make physical changes to support healthy school environments and improve nutrition and physical activity behaviors amongst students, parents and teachers. (**LEARN K-12**)

SNAP-Ed State Goals (*check all that apply*):

X	**Goal 1:** Food and Beverages (Behavioral)
X	**Goal 2:** Physical Activity (Behavioral)
X	**Goal 3:** Food Resource Management (Behavioral)
X	**Goal 4:** Access to and/or appeal of dietary choices (Physical and Social Environmental)
X	**Goal 5:** Access to and/or appeal of physical activity opportunities (Physical and Social Environmental)

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II. **PSE Strategy(ies) that support the Three-Year SNAP-Ed Local Objective listed above:**

- School Gardens
- School Wellness Policies
- Smarter Lunchrooms Movement
- Access to Water
- Environmental Support to Promote Physical Activity / Safe Routes to School / Stencils
- Signage and Marketing of Food and Nutrition Assistance Programs

Activity Number	Activity Description	Intervention Categories*	Time Frame: Year & Quarter** *Check all that apply*	Documentation
2.1	Establish and maintain communication with CNAP partners, School Wellness Committees and community based partners to build capacity for policy, systems and environmental change efforts; such as School Wellness, Smarter Lunchrooms Movement, School Gardens, Safe Routes to School, Summer Feeding, Emergency Food and Access to Water, etc. May include access to water, healthy classroom celebrations and fundraisers, breakfast in the classroom and/or afterschool snacks. Provide school partners with information on food assistance programs to increase awareness and participation.	CED: ; CEI: ; MPR: ; C&C: X; TTA:	Year 1: Q1 X, Q2 X, Q3 X, Q4 X Year 2: Q1 X, Q2 X, Q3 X, Q4 X Year 3: Q1 X, Q2 X, Q3 X, Q4 X	Submit: ATF, meeting agendas, notes, emails
2.2	Conduct direct nutrition education classes (includes single class and series) in at least four schools in the Desert Hot Springs community to reach students and/or adults at K-12 schools and/or afterschool programs using SNAP-Ed approved materials. • See Activity 1.2 for annual reach. **All direct education from Activities in 2.2 will be combined with Activity 1.2 and count towards the expected annual reach number.**	CED: X; CEI: ; MPR: ; C&C: ; TTA:	Year 1: Q1 X, Q2 X, Q3 X, Q4 X Year 2: Q1 X, Q2 X, Q3 X, Q4 X Year 3: Q1 X, Q2 X, Q3 X, Q4 X	Submit: Sign-in sheet/student roster, data cards (adults), flyer, ATF, IOE evaluation report, and annual IOE plan

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2.3	Conduct indirect nutrition education activities reaching students and/or adults through participation in school events: such as Open House, Back-to-School, Walk to School Day, Wellness Day events at K-12 schools using SNAP-Ed approved materials. • See Activity 1.3 for annual reach. **All indirect education from Activities 1.3, 2.3 and 4.3 will be combined and count towards the expected annual reach number.**	CED: ; CEI: X; MPR: ; C&C: ; TTA:	Year 1: Q1 X, Q2 X, Q3 X, Q4 X Year 2: Q1 X, Q2 X, Q3 X, Q4 X Year 3: Q1 X, Q2 X, Q3 X, Q4 X	Submit: ATF, flyer, photos, community event summary
2.4	Annually, provide SNAP-Ed approved flyers, posters and/or brochures in at least four K-12 schools and/or after school programs, to reach students with healthy eating and physical activity messages. • See Activity 1.4 for annual reach. May include notification of SNAP-Ed classes and events and promotion of Food and Nutrition Assistance Programs; such as WIC, CalFresh, and/or Summer Meals. **All indirect education from Activities 1.4 and 2.4 will be combined and count towards the expected annual reach number.**	CED: ; CEI: X; MPR: X; C&C: ; TTA:	Year 1: Q1 X, Q2 X, Q3 X, Q4 Year 2: Q1 X, Q2 X, Q3 X, Q4 Year 3: Q1 X, Q2 X, Q3 X, Q4	Submit: ATF, poster report form with photo
2.5	Utilize social media and website platforms to highlight local coverage and public relations efforts in Desert Hot Springs to support SNAP-Ed activities at K-12 schools. May include notification of SNAP-Ed classes and events and promotion of Food and Nutrition Assistance Programs; such as WIC, CalFresh, and/or Summer Meals.	CED: ; CEI: ; MPR: X; C&C: ; TTA:	Year 1: Q1 X, Q2 X, Q3 X, Q4 Year 2: Q1 X, Q2 X, Q3 X, Q4 Year 3: Q1 X, Q2 X, Q3 X, Q4	Submit: ATF, social media screen shot, press release/media article

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2.6	Identify and involve students, parents, caretakers, and/or school faculty as "Champions" who are committed to improving their school environment and promote nutrition and physical activity. **Activities in 1.6 and 2.6 will be combined and count towards the required "champion."**		CED CEI X MPR C&C TTA	Year 1: Q1 X, Q2 X, Q3 X, Q4 Year 2: Q1 X, Q2 X, Q3 X, Q4 Year 3: Q1 X, Q2 X, Q3 X, Q4	Submit: ATF, champion profile
2.7	Provide technical assistance and training on SNAP-Ed approved materials such as: Rethink Your Drink, Harvest of the Month, Physical Activity curriculums and resources (Shape of Yoga, Power Cards, CATCH/SPARK, PowerPlay, Shaping Healthy Choices, etc. for cafeteria staff, teachers, and/or principals within the Desert Hot Springs schools.		CED CEI MPR C&C X TTA	Year 1: Q1 X, Q2 X, Q3 X, Q4 X Year 2: Q1 X, Q2 X, Q3 X, Q4 X Year 3: Q1 X, Q2 X, Q3 X, Q4 X	Submit: ATF, agenda, sign-in sheet

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Three-Year Integrated Work Plan FFY 2017–2019

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2.8	Provide technical assistance and training to school-based partners on PSE efforts such as; school gardens, Smarter Lunchrooms Movement (SLM), Access to Water, Environmental Supports to promote Physical Activity (stencils and walkability), Breakfast in the Classroom, School Wellness Policies and/or Summer Feeding Programs. • Annually, be working on one PSE effort in the Palm Springs Unified School District. **School Garden** – Establish and/or revitalize school gardens to introduce students and/or parents to home gardening. **Smarter Lunchrooms Movement –** Work with school sites to implement SLM strategies in the school cafeteria to encourage students' selection of healthy options. **Access to Water -** Support school sites with model policies and best practices on hydration stations or alternative options to increase access to water. **Physical Activity –** Create awareness and facilitate the use of stencils to increase active play at school sites.		CED CEI MPR C&C X TTA	Year 1: Q1 X, Q2 X, Q3 X, Q4 Year 2: Q1 X, Q2 X, Q3 X, Q4 Year 3: Q1 X, Q2 X, Q3 X, Q4	Submit: ATF, agenda, sign-in sheet, photos, stencil check-out list, success story

Evaluation Activities (FFY 2017 - FFY 2019)

Activity Number	Evaluation Activity Description	Formative	Process	Outcome or Impact	Time Frame: Year & Quarter** Check all that apply	Tool/Documentation
E.2.1	Track and report all partner communication, direct and indirect education, social media, and training activities conducted in Activity 2.1, 2.2, 2.3, 2.4, 2.5, 2.7 and 2.8.		X		Year 1: Q1 X, Q2 X, Q3 X, Q4 X Year 2: Q1 X, Q2 X, Q3 X, Q4 X Year 3: Q1 X, Q2 X, Q3 X, Q4 X	X EARS/ATF PSE RE-AIM Report List other:

Attachment: 16-123 Desert Healthcare_SNAP-Ed_Exhibit A IWP (2706 : 16-123 Desert Healthcare

EXHIBIT A

Supplemental Nutrition Assistance Program Education (SNAP-Ed)

Three-Year Integrated Work Plan FFY 2017–2019

Desert Healthcare District #16-123

E.2.2	Summarize progress of PSE efforts; including School Gardens, Smarter Lunchrooms Movement, Access to Water, Environmental Supports to promote Physical Activity (stencils and walkability), and/or Summer Feeding Programs for Activity 2.8.		X	X	**Year 1** Q1 Q2 Q3 Q4 X **Year 2** Q1 Q2 Q3 Q4 X **Year 3** Q1 Q2 Q3 Q4 X	X EARS/ATF X PSE RE-AIM Report List other: Success story, photos
E.2.3	Provide technical assistance to NEOP funded staff, subcontractors, school "Champions", and school partners as requested; such as conference calls and/or in-person meetings, trainings, webinars, and observations to promote skill building, sharing of best practices, and advancement of obesity prevention efforts for Activities 2.2, 2.3, 2.4, 2.6, and 2.7.		X		**Year 1** Q1 Q2 Q3 Q4 X X X X **Year 2** Q1 Q2 Q3 Q4 X X X X **Year 3** Q1 Q2 Q3 Q4 X X X X	X EARS/ATF PSE RE-AIM Report List other: Observation form

SECTION C: INTERVENTION PLAN

I. **Three-Year SNAP-Ed Local Objective #3 (FFY 2017–FFY 2019):** Not Applicable to DHCD.

SECTION C: INTERVENTION PLAN

I. **Three-Year SNAP-Ed Local Objective #4 (FFY 2017–FFY 2019):** Not Applicable to DHCD.

Attachment: 16-123 Desert Healthcare_SNAP-Ed_Exhibit A IWP (2706 : 16-123 Desert Healthcare

EXHIBIT B
SNAP-Ed FFY 2017 Budget

#16-12

Organization Name: California Department of Public Health
County/Jurisdiction: Riverside University Health System-Public Health
Contract/Sub-Grant/Agreement: Subcontractor C

1. Staffing: Salary/Benefits:

Position #	Budget Adjustment: Add Delete Reduce Increase	Budget Adjustment: Add Delete Reduce Increase	Position Title	Position Name	SNAP-Ed Time Spent: % of SNAP-Ed Time spent on Mgmt/Admin Duties	SNAP-Ed Time Spent: % of SNAP-Ed Time spent on Direct SNAP-Ed Delivery	Annual Salary	FTE	Total SNAP-Ed Salary	Benefit Rate	Total SNAP-Ed Benefits	SNAP-Ed Admin Costs	Total SNAP-Ed Funded Salary and Benefits	Budget Adjustment: Budget Justification
1			Administrator (e.g., Director of	TBD	20.00%	80.00%	$ 85,000.00	0.70	$59,500.00	34.00%	$20,230.00	$15,946.00	$79,730	
2			Office Manager/Secretary/Admin Assistant	TBD	100.00%	0.00%	$ 38,000.00	0.30	$11,400.00	34.00%	$3,876.00	$15,276.00	$15,276	
3			Health Educator	TBD	0.00%	100.00%	$ 8,422.00	1.00	$8,422.00	0.00%	$0.00	$0.00	$8,422	
				Total Staffing: Salary/Benefits:				**2.00**	**$79,322**		**$24,106**	**$31,222**	**$103,428**	

Definition and basis for calculations of benefit rate(s):
Describe what is covered in the benefit rate for your agency.

FICA 6.2%, Medicare 1.45%,Health Premiums 10.60%, Disability Premiums 1.50%, Vision/Dental Premiums 1.90%, Copays/Deductibles 2.50%, Workers Comp 1.10%, Retirement Plan 8.30%; Total Overhead Rate 34%

Attachment: 16-123 Desert Healthcare_SNAP-Ed_Exhibit B Budget 2017 (2706 : 16-123 Desert Healthcare

EXHIBIT B
SNAP-Ed FFY 2017 Budget

#16-1

Organization Name: California Department of Public Health
County/Jurisidiction: Riverside University Health System-Public Health
Contract/Sub-Grant/Agreement: Subcontractor C

2. Non-Capital Equipment/Supplies:

	Budget Adjustment: Add / Delete / Reduce / Increase	Budget Adjustment: Last Amount Approved	Budget Item	Description/Justification	FTE	Cost per Item	# of Items	Total	Budget Adjustment: Budget Justification
1			Office Supplies	General supplies: Such as Binders, pens, notepads, paper clips, staples, tape, markers, paper, flip charts, etc. Printer Ink cartridges and color cartridges	2	$1.00	587.5	$1,175	
2								$0	
3								$0	
							Total Non-Capital Equipment/Supplies:	**$1,175**	

3. Materials:

	Budget Adjustment: Add / Delete / Reduce / Increase	Budget Adjustment: Last Amount Approved	Budget Item	Description/Justification	Cost per Item	# of Items	Total	Budget Adjustment: Budget Justification
1			Garden Supplies	Community Garden Supplies: Seeds, soil, plants, small gardening tools and supplies for raised bed gardens. DHCD will be working with local groups to build community gardern(s) within the city of Desert Hot Springs. We are planning on collaborating with the DHS Rotary Club in their efforts to build one large community garden on a 1/4 acre lot; we will also be working with St.Elizabeth's church in building one community garden there and finally, we will be working with the Desert Springs Middle School to build one there also. In total, we are planning on building 3 community gardens within Desert Hot Springs.	$3,000.00	1	$3,000	
2			Physical Activity Supplies	Frisbees, assorted playground balls, jump ropes and other physical activity aids, etc…	$3.00	166.66	$500	
3			Food Demonstration Materials	Supplies for taste testing demos: Cups, spoons, napkins, bowls, knives, trash cans, etc…	$0.50	2000	$1,000	
4			Food Demonstration Ingredients	Food for taste testing demos: Ingredients of NEOP approved recipes.	$0.50	7000	$3,500	
5			Printing Costs	Paper for printing flyers, surveys, worksheets, etc.	$40.00	5	$200	
6			Food Handler Cards	Employees must have a current Food Handler Certificate for handling/preparing food for food demos.	$27.00	1	$27	
7							$0	
8							$0	
						Total Materials:	**$8,227**	

Attachment: 16-123 Desert Healthcare_SNAP-Ed_Exhibit B Budget 2017 (2706 : 16-123 Desert Healthcare

EXHIBIT B
SNAP-Ed FFY 2017 Budget

Organization Name: California Department of Public Health
County/Jurisidiction: Riverside University Health System-Public Health
Contract/Sub-Grant/Agreement: Subcontractor C

4. Travel:

	Budget Adjustment															Budget Adjustment
	Add Delete Reduce Increase	Last Amount Approved	Position Title/Name	Location	Description/Justification	Trips	FTE	Days	Nights	Per Diem	Lodging	Air	Miles ($.540)	Registration Fee	Other	Total	Budget Justification
In-State																	
1			Administrator - TBD	Regional	Mileage/Carpool for SOW; may include Coalition/promising practice events, training, meetings, site visits, events, local conferences, airport travel, etc. Designated attendees determined by meetings, site visits and any training topics.	20	.7						175			$1,890	
2			Administrator - TBD	Sacramento	NEOPB SNAP-Ed Meeting & Conference: SNAP-Ed LIA FORUM; Other includes parking and ground transportation (not limited - taxi, shuttle service and/or car rental).	1	1	3	2	$46.00	$110.00	$300.00			$60.00	$718	
3			Administrator - TBD	Sacramento	Media and Communications Training: (CX-3, Champions 4 Change, Media/PR) evidence based, program and evaluation methods, tools and resources, Other includes parking and ground transportation (not limited to taxi, shuttle service and/or car rental),	1	1	2	1	$46.00	$110.00	$300.00			$60.00	$562	
4																$0	
5																$0	
Out-of-State																	
1																$0	
															Total Travel:	**$3,170**	

Attachment: 16-123 Desert Healthcare_SNAP-Ed_Exhibit B Budget 2017 (2706 : 16-123 Desert Healthcare

* Lodging costs include taxes. Reimbursement at CalHR rates.

5. Building/Space:

	Budget Adjustment								Budget Adjustment
	Add Delete Reduce Increase	Last Amount Approved	Location Name/Address	Calculation Description	FTE	Cost per Month	# of Month(s)	Total	Budget Justification
1								$0	
2								$0	
							Total Building/Space:	$0	

Attachment: 16-123 Desert Healthcare_SNAP-Ed_Exhibit B Budget 2017 (2706 : 16-123 Desert Healthcare

EXHIBIT B
SNAP-Ed FFY 2017 Budget

6. Maintenance:

Budget Adjustment: Add / Delete / Reduce / Increase	Budget Adjustment: Last Amount Approved	Location Name/Address	Calculation Description	FTE	Cost per Month	# of Month(s)	Total	Budget Adjustment: Budget Justification
1							$0	
2							$0	
						Total Maintenance:	$0	

Organization Name: California Department of Public Health
County/Jurisidiction: Riverside University Health System-Public Health
Contract/Sub-Grant/Agreement: Subcontractor C

7. Equipment and Other Capital Expenditures:

Budget Adjustment: Add / Delete / Reduce / Increase	Budget Adjustment: Last Amount Approved	Budget Item	Description/Justification	FTE	Cost per Item	# of Items	Misc.	Total	Budget Adjustment: Budget Justification
1								$0	
2								$0	
							Total Equipment and Other Capital Expenditures:	$0	

Attachment: 16-123 Desert Healthcare_SNAP-Ed_Exhibit B Budget 2017 (2706 : 16-123 Desert Healthcare

EXHIBIT B
SNAP-Ed FFY 2017 Budget

	Budget Adjustment		8. Contracts/Sub-Grants/Agreements:			Budget Adjustment
	Add Delete Reduce Increase	Last Amount Approved	Organization Name	Description of Service(s)	Total Grant	Budget Justification
A			TBD	Subcontractor to deliver NEOP approved nutrition education/PA to improve Club members' knowledge of nutrition, physical activity and healthy habits. they will be particpating in the Ready, Set, Swim program. Activity leader will provide 6 nutrition education and/or physical acitivity lessons during the 2-week program for all the children participating in the swimming program. They will also deliver gardening activities to club members, which will include an educational component.	$24,000	
B					$0	
C					$0	
				Total Contracts/Sub-Grants/Agreements:	**$24,000**	

Total Direct Costs:	**$140,000**

	Budget Adjustment		9. Indirect Costs:				Budget Adjustment
	Add Delete Reduce Increase	Last Amount Approved	Calculation Method	Indirect Cost Rate	Total Admin/Program Dollars	Total	Budget Justification
1						$0	
					Total Indirect Costs:	**$0**	

Total Budget:	**$140,000**

Attachment: 16-123 Desert Healthcare_SNAP-Ed_Exhibit B Budget 2017 (2706 : 16-123 Desert Healthcare

EXHIBIT B
SNAP-Ed FFY 2018 Budget

Organization Name: California Department of Public Health
County/Jurisdiction: Riverside University Health System-Public Health
Contract/Sub-Grant/Agreement: Subcontractor C

1. Staffing: Salary/Benefits:

Position #	Budget Adjustment: Add/Delete/Reduce/Increase	Budget Adjustment: Add/Delete/Reduce/Increase	Position Title	Position Name	SNAP-Ed Time Spent: % of SNAP-Ed Time spent on Mgmt/Admin Duties	SNAP-Ed Time Spent: % of SNAP-Ed Time spent on Direct SNAP-Ed Delivery	Annual Salary	FTE	Total SNAP-Ed Salary	Benefit Rate	Total SNAP-Ed Benefits	SNAP-Ed Admin Costs	Total SNAP-Ed Funded Salary and Benefits	Budget Adjustment: Budget Justification
1			Administrator (e.g., Director of	TBD	20.00%	80.00%	$ 87,550.00	0.70	$61,285.00	34.00%	$20,836.90	$16,424.40	$82,122	
2			Office Manager/Secretary/Admin Assistant	TBD	100.00%	0.00%	$ 39,140.00	0.19	$7,436.60	34.00%	$2,528.44	$9,965.00	$9,965	
3			Health Educator	TBD	0.00%	100.00%	$ 8,674.66	1.00	$8,674.66	0.00%	$0.00	$0.00	$8,675	
			Total Staffing: Salary/Benefits:					**1.89**	**$77,396**		**$23,365**	**$26,389**	**$100,762**	

Definition and basis for calculations of benefit rate(s):
Describe what is covered in the benefit rate for your agency.

FICA 6.2%, Medicare 1.45%,Health Premiums 10.60%, Disability Premiums 1.50%, Vision/Dental Premiums 1.90%, Copays/Deductibles 2.50%, Workers Comp 1.10%, Retirement Plan 8.30%; Total Overhead Rate 34%

Attachment: 16-123 Desert Healthcare_SNAP-Ed_Exhibit B Budget 2018 (2706 : 16-123 Desert Healthcare

EXHIBIT B
SNAP-Ed FFY 2018 Budget

Organization Name: California Department of Public Health
County/Jurisidiction: Riverside University Health System-Public Health
Contract/Sub-Grant/Agreement: Subcontractor C

2. Non-Capital Equipment/Supplies:

	Budget Adjustment: Add Delete Reduce Increase	Budget Adjustment: Last Amount Approved	Budget Item	Description/Justification	FTE	Cost per Item	# of Items	Total	Budget Adjustment: Budget Justification
1			Office Supplies	General supplies: Such as Binders, pens, notepads, paper clips, staples, tape, markers, paper, flip charts, etc. Printer Ink cartridges and color cartridges	1.89	$1.00	649.20	$1,227	
2								$0	
3								$0	
							Total Non-Capital Equipment/Supplies:	**$1,227**	

3. Materials:

	Budget Adjustment: Add Delete Reduce Increase	Budget Adjustment: Last Amount Approved	Budget Item	Description/Justification	Cost per Item	# of Items	Total	Budget Adjustment: Budget Justification
1			Garden Supplies	Community Garden Supplies: Seeds, soil, plants, small gardening tools and supplies for raised bed gardens. DHCD will be working with local groups to build community gardern(s) within the city of Desert Hot Springs. We are planning on collaborating with the DHS Rotary Club in their efforts to build one large community garden on a 1/4 acre lot; we will also be working with St.Elizabeth's church in building one community garden there and finally, we will be working with the Desert Springs Middle School to build one there also. In total, we are planning on building 3 community gardens within Desert Hot Springs.	$1,000.00	1	$1,000	
2			Physical Activity Supplies	Frisbees, assorted playground balls, jump ropes and other physical activity aids, etc…	$3.00	166.66	$500	
3			Food Demonstration Materials	Supplies for taste testing demos: Cups, spoons, napkins, bowls, knives, trash cans, etc…	$0.50	2000	$1,000	
4			Food Demonstration Ingredients	Food for taste testing demos: Ingredients of NEOP approved recipes.	$0.50	4000	$2,000	
5			Printing Costs	Paper for printing flyers, surveys, worksheets, etc.	$40.00	5	$200	
6			Food Handler Cards	Employees must have a current Food Handler Certificate for handling/preparing food for food demos.	$27.00	1	$27	
7							$0	
8							$0	
						Total Materials:	**$4,727**	

Attachment: 16-123 Desert Healthcare_SNAP-Ed_Exhibit B Budget 2018 (2706 : 16-123 Desert Healthcare

EXHIBIT B
SNAP-Ed FFY 2018 Budget

Organization Name: California Department of Public Health
County/Jurisidiction: Riverside University Health System-Public Health
Contract/Sub-Grant/Agreement: Subcontractor C

4. Travel:

Budget Adjustment: Add / Delete / Reduce / Increase	Budget Adjustment: Last Amount Approved	Position Title/Name	Location	Description/Justification	Trips	FTE	Days	Nights	Per Diem	Lodging	Air	Miles ($.540)	Registration Fee	Other	Total	Budget Adjustment: Budget Justification
In-State																
1		Administrator - TBD	Regional	Mileage/Carpool for SOW; may include Coalition/promising practice events, training, meetings, site visits, events, local conferences, airport travel, etc. Designated attendees determined by meetings, site visits and any training topics.	20	.7						145			$1,566	
2		Administrator - TBD	Sacramento	NEOPB SNAP-Ed Meeting & Conference: SNAP-Ed LIA FORUM; Other includes parking and ground transportation (not limited - taxi, shuttle service and/or car rental).	1	1	3	2	$46.00	$110.00	$300.00			$60.00	$718	
3															$0	
4															$0	
5															$0	
Out-of-State																
1															$0	
														Total Travel:	**$2,284**	

* Lodging costs include taxes. Reimbursement at CalHR rates.

5. Building/Space:

Budget Adjustment: Add / Delete / Reduce / Increase	Budget Adjustment: Last Amount Approved	Location Name/Address	Calculation Description	FTE	Cost per Month	# of Month(s)	Total	Budget Adjustment: Budget Justification
1							$0	
2							$0	
						Total Building/Space:	**$0**	

Attachment: 16-123 Desert Healthcare_SNAP-Ed_Exhibit B Budget 2018 (2706 : 16-123 Desert Healthcare

6. Maintenance:

	Budget Adjustment: Add / Delete / Reduce / Increase	Budget Adjustment: Last Amount Approved	Location Name/Address	Calculation Description	FTE	Cost per Month	# of Month(s)	Total	Budget Adjustment: Budget Justification
1								$0	
2								$0	
							Total Maintenance:	**$0**	

Organization Name: California Department of Public Health
County/Jurisidiction: Riverside University Health System-Public Health
Contract/Sub-Grant/Agreement: Subcontractor C

7. Equipment and Other Capital Expenditures:

	Budget Adjustment: Add / Delete / Reduce / Increase	Budget Adjustment: Last Amount Approved	Budget Item	Description/Justification	FTE	Cost per Item	# of Items	Misc.	Total	Budget Adjustment: Budget Justification
1									$0	
2									$0	
								Total Equipment and Other Capital Expenditures:	**$0**	

Attachment: 16-123 Desert Healthcare_SNAP-Ed_Exhibit B Budget 2018 (2706 : 16-123 Desert Healthcare

8. Contracts/Sub-Grants/Agreements:

	Budget Adjustment: Add Delete Reduce Increase	Budget Adjustment: Last Amount Approved	Organization Name	Description of Service(s)	Total Grant	Budget Adjustment: Budget Justification
A						
B					$0	
C					$0	
				Total Contracts/Sub-Grants/Agreements:	**$0**	

Total Direct Costs:	**$109,000**

9. Indirect Costs:

	Budget Adjustment: Add Delete Reduce Increase	Budget Adjustment: Last Amount Approved	Calculation Method	Indirect Cost Rate	Total Admin/Program Dollars	Total	Budget Adjustment: Budget Justification
1						$0	
					Total Indirect Costs:	**$0**	

Total Budget:	**$109,000**

Attachment: 16-123 Desert Healthcare_SNAP-Ed_Exhibit B Budget 2018 (2706 : 16-123 Desert Healthcare

EXHIBIT B
SNAP-Ed FFY 2019 Budget

Organization Name: California Department of Public Health
County/Jurisdiction: Riverside University Health System-Public Health
Contract/Sub-Grant/Agreement: Subcontractor C

1. Staffing: Salary/Benefits:

Position #	Budget Adjustment: Add / Delete / Reduce / Increase	Budget Adjustment: Add / Delete / Reduce / Increase	Position Title	Position Name	SNAP-Ed Time Spent: % of SNAP-Ed Time spent on Mgmt/Admin Duties	SNAP-Ed Time Spent: % of SNAP-Ed Time spent on Direct SNAP-Ed Delivery	Annual Salary	FTE	Total SNAP-Ed Salary	Benefit Rate	Total SNAP-Ed Benefits	SNAP-Ed Admin Costs	Total SNAP-Ed Funded Salary and Benefits	Budget Adjustment: Budget Justification
1			Administrator (e.g., Director of	TBD	20.00%	80.00%	$ 87,550.00	0.55	$48,152.50	34.00%	$16,371.85	$12,904.80	$64,524	
2			Office Manager/Secretary/Admin Assistant	TBD	100.00%	0.00%	$ 39,140.00	0.19	$7,436.60	25.00%	$1,859.15	$9,296.00	$9,296	
3			Health Educator	TBD	0.00%	100.00%	$ 8,674.66	1.00	$8,674.66	0.00%	$0.00	$0.00	$8,675	
			Total Staffing: Salary/Benefits:					**1.74**	**$64,264**		**$18,231**	**$22,201**	**$82,495**	

Definition and basis for calculations of benefit rate(s):
Describe what is covered in the benefit rate for your agency.

FICA 6.2%, Medicare 1.45%,Health Premiums 10.60%, Disability Premiums 1.50%, Vision/Dental Premiums 1.90%, Copays/Deductibles 2.50%, Workers Comp 1.10%, Retirement Plan 8.30%; Total Overhead Rate 34%

Attachment: 16-123 Desert Healthcare_SNAP-Ed_Exhibit B Budget 2019 (2706 : 16-123 Desert Healthcare

3.19.g

EXHIBIT B
SNAP-Ed FFY 2019 Budget

Organization Name: California Department of Public Health
County/Jurisidiction: Riverside University Health System-Public Health
Contract/Sub-Grant/Agreement: Subcontractor C

2. Non-Capital Equipment/Supplies:

	Budget Adjustment: Add Delete Reduce Increase	Budget Adjustment: Last Amount Approved	Budget Item	Description/Justification	FTE	Cost per Item	# of Items	Total	Budget Adjustment: Budget Justification
1			Office Supplies	General supplies: Such as Binders, pens, notepads, paper clips, staples, tape, markers, paper, flip charts, etc. Printer Ink cartridges and color cartridges	1.74	$1.00	628.73	$1,094	
2								$0	
3								$0	
							Total Non-Capital Equipment/Supplies:	**$1,094**	

3. Materials:

	Budget Adjustment: Add Delete Reduce Increase	Budget Adjustment: Last Amount Approved	Budget Item	Description/Justification	Cost per Item	# of Items	Total	Budget Adjustment: Budget Justification
1			Garden Supplies	Community Garden Supplies: Seeds, soil, plants, small gardening tools and supplies for raised bed gardens. DHCD will be working with local groups to build community gardern(s) within the city of Desert Hot Springs. We are planning on collaborating with the DHS Rotary Club in their efforts to build one large community garden on a 1/4 acre lot; we will also be working with St.Elizabeth's church in building one community garden there and finally, we will be working with the Desert Springs Middle School to build one there also. In total, we are planning on building 3 community gardens within Desert Hot Springs.	$500.00	1	$500	
2			Physical Activity Supplies	Frisbees, assorted playground balls, jump ropes and other physical activity aids, etc...	$3.00	166.66	$500	
3			Food Demonstration Materials	Supplies for taste testing demos: Cups, spoons, napkins, bowls, knives, trash cans, etc...	$0.50	1900	$950	
4			Food Demonstration Ingredients	Food for taste testing demos: Ingredients of NEOP approved recipes.	$0.50	3900	$1,950	
5			Printing Costs	Paper for printing flyers, surveys, worksheets, etc.	$40.00	5	$200	
6			Food Handler Cards	Employees must have a current Food Handler Certificate for handling/preparing food for food demos.	$27.00	1	$27	
7							$0	
8							$0	
						Total Materials:	**$4,127**	

Attachment: 16-123 Desert Healthcare_SNAP-Ed_Exhibit B Budget 2019 (2706 : 16-123 Desert Healthcare

EXHIBIT B
SNAP-Ed FFY 2019 Budget

Organization Name: California Department of Public Health
County/Jurisidiction: Riverside University Health System-Public Health
Contract/Sub-Grant/Agreement: Subcontractor C

4. Travel:

Budget Adjustment: Add/Delete/Reduce/Increase	Budget Adjustment: Last Amount Approved	Position Title/Name	Location	Description/Justification	Trips	FTE	Days	Nights	Per Diem	Lodging	Air	Miles ($.540)	Registration Fee	Other	Total	Budget Adjustment: Budget Justification
In-State																
1		Administrator - TBD	Regional	Mileage/Carpool for SOW; may include Coalition/promising practice events, training, meetings, site visits, events, local conferences, airport travel, etc. Designated attendees determined by meetings, site visits and any training topics.	20	.7						145			$1,566	
2		Administrator - TBD	Sacramento	NEOPB SNAP-Ed Meeting & Conference: SNAP-Ed LIA FORUM; Other includes parking and ground transportation (not limited - taxi, shuttle service and/or car rental).	1	1	3	2	$46.00	$110.00	$300.00			$60.00	$718	
3															$0	
4															$0	
5															$0	
Out-of-State																
1															$0	
														Total Travel:	**$2,284**	

* Lodging costs include taxes. Reimbursement at CalHR rates.

5. Building/Space:

Budget Adjustment: Add/Delete/Reduce/Increase	Budget Adjustment: Last Amount Approved	Location Name/Address	Calculation Description	FTE	Cost per Month	# of Month(s)	Total	Budget Adjustment: Budget Justification
1							$0	
2							$0	
						Total Building/Space:	**$0**	

Attachment: 16-123 Desert Healthcare_SNAP-Ed_Exhibit B Budget 2019 (2706 : 16-123 Desert Healthcare

6. Maintenance:

	Budget Adjustment: Add / Delete / Reduce / Increase	Budget Adjustment: Last Amount Approved	Location Name/Address	Calculation Description	FTE	Cost per Month	# of Month(s)	Total	Budget Adjustment: Budget Justification
1								$0	
2								$0	
							Total Maintenance:	**$0**	

Organization Name: California Department of Public Health
County/Jurisidiction: Riverside University Health System-Public Health
Contract/Sub-Grant/Agreement: Subcontractor C

7. Equipment and Other Capital Expenditures:

	Budget Adjustment: Add / Delete / Reduce / Increase	Budget Adjustment: Last Amount Approved	Budget Item	Description/Justification	FTE	Cost per Item	# of Items	Misc.	Total	Budget Adjustment: Budget Justification
1									$0	
2									$0	
								Total Equipment and Other Capital Expenditures:	**$0**	

Attachment: 16-123 Desert Healthcare_SNAP-Ed_Exhibit B Budget 2019 (2706 : 16-123 Desert Healthcare

8. Contracts/Sub-Grants/Agreements:

	Budget Adjustment: Add Delete Reduce Increase	Budget Adjustment: Last Amount Approved	Organization Name	Description of Service(s)	Total Grant	Budget Adjustment: Budget Justification
A						
B					$0	
C					$0	
				Total Contracts/Sub-Grants/Agreements:	**$0**	

Total Direct Costs:	**$90,000**

9. Indirect Costs:

	Budget Adjustment: Add Delete Reduce Increase	Budget Adjustment: Last Amount Approved	Calculation Method	Indirect Cost Rate	Total Admin/Program Dollars	Total	Budget Adjustment: Budget Justification
1						$0	
					Total Indirect Costs:	**$0**	

Total Budget:	**$90,000**

Attachment: 16-123 Desert Healthcare_SNAP-Ed_Exhibit B Budget 2019 (2706 : 16-123 Desert Healthcare

Special Terms and Conditions

(For federally funded service contracts or agreements and grant agreements)

The use of headings or titles throughout this exhibit is for convenience only and shall not be used to interpret or to govern the meaning of any specific term or condition.

The terms "contract", "Contractor" and "Subcontractor" shall also mean, "agreement", "grant", "grant agreement", "Grantee" and "Subgrantee" respectively.

The terms "California Department of Public Health" and "CDPH" shall have the same meaning and refer to the California State agency that is a party to this Agreement.

This exhibit contains provisions that require strict adherence to various contracting laws and policies. Some provisions herein are conditional and only apply if specified conditions exist (i.e., agreement total exceeds a certain amount, agreement is federally funded, etc.). The provisions herein apply to this Agreement unless the provisions are removed by reference on the face of this Agreement, the provisions are superseded by an alternate provision appearing elsewhere in this Agreement, or the applicable conditions do not exist.

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1. Federal Equal Opportunity Requirements

(Applicable to all federally funded agreements entered into by the California Department of Public Health (CDPH) formerly known as California Department of Health Services (CDHS).)

a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Contractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or CDPH, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.

b. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.

c. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Contractor's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Contractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.

e. The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

f. In the event of the Contractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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g. The Contractor will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or CDPH may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by CDPH, the Contractor may request in writing to CDPH, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

2. Travel and Per Diem Reimbursement

(Applicable if travel and/or per diem expenses are reimbursed with agreement funds.)

Reimbursement for travel and per diem expenses from CDPH under this Agreement shall, unless otherwise specified in this Agreement, be at the rates currently in effect, as established by the California Department of Personnel Administration (DPA), for nonrepresented state employees as stipulated in CDPH's Travel Reimbursement Information Exhibit. If the DPA rates change during the term of the Agreement, the new rates shall apply upon their effective date and no amendment to this Agreement shall be necessary. Exceptions to DPA rates may be approved by CDPH upon the submission of a statement by the Contractor indicating that such rates are not available to the Contractor. No travel outside the State of California shall be reimbursed without prior authorization from CDPH. Verbal authorization should be confirmed in writing. Written authorization may be in a form including fax or email confirmation.

3. Procurement Rules

(Applicable to all agreements in which equipment, property, commodities and/or supplies are furnished by CDPH or expenses for said items are reimbursed with state or federal funds.)

a. **Equipment definitions**

Wherever the term equipment /property is used, the following definitions shall apply:

(1) **Major equipment/property**: A tangible or intangible item having a base unit cost of **$5,000 or more** with a life expectancy of one (1) year or more and is either furnished by CDPH or the cost is reimbursed through this Agreement. Software and videos are examples of intangible items that meet this definition.

(2) **Minor equipment/property**: A tangible item having a base unit cost of **less than $5,000** with a life expectancy of one (1) year or more and is either furnished by CDPH or the cost is reimbursed through this Agreement.

b. **Government and public entities** (including state colleges/universities and auxiliary organizations), whether acting as a contractor and/or subcontractor, may secure all commodities, supplies, equipment and services related to such purchases that are required in performance of this Agreement. Said procurements are subject to Paragraphs d through h of Provision 3. Paragraph c of Provision 3 shall also apply, if equipment purchases are delegated to subcontractors that are nonprofit organizations or commercial businesses.

c. **Nonprofit organizations and commercial businesses**, whether acting as a contractor and/or subcontractor, may secure commodities, supplies, equipment and services related to such purchases for performance under this Agreement.

(1) Equipment purchases shall not exceed $50,000 annually.

To secure equipment above the annual maximum limit of $50,000, the Contractor shall make arrangements through the appropriate CDPH Program Contract Manager, to have all remaining equipment purchased through CDPH's Purchasing Unit. The cost of equipment purchased by or

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through CDPH shall be deducted from the funds available in this Agreement. Contractor shall submit to the CDPH Program Contract Manager a list of equipment specifications for those items that the State must procure. The State may pay the vendor directly for such arranged equipment purchases and title to the equipment will remain with CDPH. The equipment will be delivered to the Contractor's address, as stated on the face of the Agreement, unless the Contractor notifies the CDPH Program Contract Manager, in writing, of an alternate delivery address.

(2) All equipment purchases are subject to Paragraphs d through h of Provision 3. Paragraph b of Provision 3 shall also apply, if equipment purchases are delegated to subcontractors that are either a government or public entity.

(3) Nonprofit organizations and commercial businesses, shall use a procurement system that meets the following standards:

(a) Maintain a code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in awarding procurement contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a procurement, or bid contract in which, to his or her knowledge, he or she has a financial interest.

(b) Procurements shall be conducted in a manner that provides, to the maximum extent practical, open, and free competition.

(c) Procurements shall be conducted in a manner that provides for all of the following:

[1] Avoid purchasing unnecessary or duplicate items.

[2] Equipment solicitations shall be based upon a clear and accurate description of the technical requirements of the goods to be procured.

[3] Take positive steps to utilize small and veteran owned businesses.

d. Unless waived or otherwise stipulated in writing by CDPH, prior written authorization from the appropriate CDPH Program Contract Manager will be required before the Contractor will be reimbursed for any purchase of $5,000 or more for commodities, supplies, equipment, and services related to such purchases. The Contractor must provide in its request for authorization all particulars necessary, as specified by CDPH, for evaluating the necessity or desirability of incurring such costs. The term "purchase" excludes the purchase of services from a subcontractor and public utility services at rates established for uniform applicability to the general public.

e. In special circumstances, determined by CDPH (e.g., when CDPH has a need to monitor certain purchases, etc.), CDPH may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of dollar amount. CDPH reserves the right to either deny claims for reimbursement or to request repayment for any Contractor and/or subcontractor purchase that CDPH determines to be unnecessary in carrying out performance under this Agreement.

f. The Contractor and/or subcontractor must maintain a copy or narrative description of the procurement system, guidelines, rules, or regulations that will be used to make purchases under this Agreement. The State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Contractor and/or subcontractor at any time.

g. For all purchases, the Contractor and/or subcontractor must maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection, for inspection or audit. Justifications supporting the absence of bidding (i.e., sole source purchases) shall also be maintained on file by the Contractor and/or subcontractor for inspection or audit.

h. CDPH may, with cause (e.g., with reasonable suspicion of unnecessary purchases or use of inappropriate purchase practices, etc.), withhold, cancel, modify, or retract the delegated purchase authority granted under Paragraphs b and/or c of Provision 3 by giving the Contractor no less than 30 calendar days written notice.

4. Equipment Ownership / Inventory / Disposition

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(Applicable to agreements in which equipment and/or property is furnished by CDPH and/or when said items are purchased or reimbursed with state or federal funds.)

a. Wherever the terms equipment and/or property are used in Provision 4, the definitions in Provision 3, Paragraph a, shall apply.

Unless otherwise stipulated in this Agreement, all equipment and/or property that are purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement shall be considered state equipment and the property of CDPH.

(1) CDPH requires the reporting, tagging and annual inventorying of all equipment and/or property that is furnished by CDPH or purchased/reimbursed with funds provided through this Agreement.

Upon receipt of equipment and/or property, the Contractor shall report the receipt to the CDPH Program Contract Manager. To report the receipt of said items and to receive property tags, Contractor shall use a form or format designated by CDPH's Asset Management Unit. If the appropriate form (i.e., Contractor Equipment Purchased with CDPH Funds) does not accompany this Agreement, Contractor shall request a copy from the CDPH Program Contract Manager.

(2) If the Contractor enters into an agreement with a term of more than twelve months, the Contractor shall submit an annual inventory of state equipment and/or property to the CDPH Program Contract Manager using a form or format designated by CDPH's Asset Management Unit. If an inventory report form (i.e., Inventory/Disposition of CDPH-Funded Equipment) does not accompany this Agreement, Contractor shall request a copy from the CDPH Program Contract Manager. Contractor shall:

(a) Include in the inventory report, equipment and/or property in the Contractor's possession and/or in the possession of a subcontractor (including independent consultants).

(b) Submit the inventory report to CDPH according to the instructions appearing on the inventory form or issued by the CDPH Program Contract Manager.

(c) Contact the CDPH Program Contract Manager to learn how to remove, trade-in, sell, transfer or survey off, from the inventory report, expired equipment and/or property that is no longer wanted, usable or has passed its life expectancy. Instructions will be supplied by CDPH's Asset Management Unit.

b. Title to state equipment and/or property shall not be affected by its incorporation or attachment to any property not owned by the State.

c. Unless otherwise stipulated, CDPH shall be under no obligation to pay the cost of restoration, or rehabilitation of the Contractor's and/or Subcontractor's facility which may be affected by the removal of any state equipment and/or property.

d. The Contractor and/or Subcontractor shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance and preservation of state equipment and/or property.

(1) In administering this provision, CDPH may require the Contractor and/or Subcontractor to repair or replace, to CDPH's satisfaction, any damaged, lost or stolen state equipment and/or property. Contractor and/or Subcontractor shall immediately file a theft report with the appropriate police agency or the California Highway Patrol and Contractor shall promptly submit one copy of the theft report to the CDPH Program Contract Manager.

e. Unless otherwise stipulated by the program funding this Agreement, equipment and/or property purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, shall only be used for performance of this Agreement or another CDPH agreement.

f. Within sixty (60) calendar days prior to the termination or end of this Agreement, the Contractor shall provide a final inventory report of equipment and/or property to the CDPH Program Contract Manager and

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shall, at that time, query CDPH as to the requirements, including the manner and method, of returning state equipment and/or property to CDPH. Final disposition of equipment and/or property shall be at CDPH expense and according to CDPH instructions. Equipment and/or property disposition instructions shall be issued by CDPH immediately after receipt of the final inventory report. At the termination or conclusion of this Agreement, CDPH may at its discretion, authorize the continued use of state equipment and/or property for performance of work under a different CDPH agreement.

g. **Motor Vehicles**

(Applicable only if motor vehicles are purchased/reimbursed with agreement funds or furnished by CDPH under this Agreement.)

(1) If motor vehicles are purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, within thirty (30) calendar days prior to the termination or end of this Agreement, the Contractor and/or Subcontractor shall return such vehicles to CDPH and shall deliver all necessary documents of title or registration to enable the proper transfer of a marketable title to CDPH.

(2) If motor vehicles are purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, the State of California shall be the legal owner of said motor vehicles and the Contractor shall be the registered owner. The Contractor and/or a subcontractor may only use said vehicles for performance and under the terms of this Agreement.

(3) The Contractor and/or Subcontractor agree that all operators of motor vehicles, purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, shall hold a valid State of California driver's license. In the event that ten or more passengers are to be transported in any one vehicle, the operator shall also hold a State of California Class B driver's license.

(4) If any motor vehicle is purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, the Contractor and/or Subcontractor, as applicable, shall provide, maintain, and certify that, at a minimum, the following type and amount of automobile liability insurance is in effect during the term of this Agreement or any extension period during which any vehicle remains in the Contractor's and/or Subcontractor's possession:

Automobile Liability Insurance

(a) The Contractor, by signing this Agreement, hereby certifies that it possesses or will obtain automobile liability insurance in the amount of $1,000,000 per occurrence for bodily injury and property damage combined. Said insurance must be obtained and made effective upon the delivery date of any motor vehicle, purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, to the Contractor and/or Subcontractor.

(b) The Contractor and/or Subcontractor shall, as soon as practical, furnish a copy of the certificate of insurance to the CDPH Program Contract Manager. The certificate of insurance shall identify the CDPH contract or agreement number for which the insurance applies.

(c) The Contractor and/or Subcontractor agree that bodily injury and property damage liability insurance, as required herein, shall remain in effect at all times during the term of this Agreement or until such time as the motor vehicle is returned to CDPH.

(d) The Contractor and/or Subcontractor agree to provide, at least thirty (30) days prior to the expiration date of said insurance coverage, a copy of a new certificate of insurance evidencing continued coverage, as indicated herein, for not less than the remainder of the term of this Agreement, the term of any extension or continuation thereof, or for a period of not less than one (1) year.

(e) The Contractor and/or Subcontractor, if not a self-insured government and/or public entity, must provide evidence, that any required certificates of insurance contain the following provisions:

[1] The insurer will not cancel the insured's coverage without giving thirty (30) calendar days prior

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written notice to the State (California Department of Public Health (CDPH)).

[2] The State of California, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for the State under this Agreement and any extension or continuation of this Agreement.

[3] The insurance carrier shall notify CDPH, in writing, of the Contractor's failure to pay premiums; its cancellation of such policies; or any other substantial change, including, but not limited to, the status, coverage, or scope of the required insurance. Such notices shall contain a reference to each agreement number for which the insurance was obtained.

(f) The Contractor and/or Subcontractor is hereby advised that copies of certificates of insurance may be subject to review and approval by the Department of General Services (DGS), Office of Risk and Insurance Management. The Contractor shall be notified by CDPH, in writing, if this provision is applicable to this Agreement. If DGS approval of the certificate of insurance is required, the Contractor agrees that no work or services shall be performed prior to obtaining said approval.

(g) In the event the Contractor and/or Subcontractor fails to keep insurance coverage, as required herein, in effect at all times during vehicle possession, CDPH may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

5. **Subcontract Requirements**

(Applicable to agreements under which services are to be performed by subcontractors including independent consultants.)

a. Prior written authorization will be required before the Contractor enters into or is reimbursed for any subcontract for services costing $5,000 or more. Except as indicated in Paragraph a(3) herein, when securing subcontracts for services costing $5,000, the Contractor shall obtain at least three bids or justify a sole source award.

(1) The Contractor must provide in its request for authorization, all information necessary for evaluating the necessity or desirability of incurring such cost.

(2) The State may identify the information needed to fulfill this requirement.

(3) Subcontracts performed by the following entities or for the service types listed below are exempt from the bidding and sole source justification requirements:

(a) A local governmental entity or the federal government,
(b) A State college or university from any State,
(c) A Joint Powers Authority,
(d) An auxiliary organization of a California State University or a California community college,
(e) A foundation organized to support the Board of Governors of the California Community Colleges,
(f) An auxiliary organization of the Student Aid Commission established under Education Code § 69522,
(g) Entities of any type that will provide subvention aid or direct services to the public,
(h) Entities and/or service types identified as exempt from advertising in State Contracting Manual 5.80. View this publication at the following Internet address:

http://www.ols.dgs.ca.gov/Contract+Manual/Chapters4through6.htm.

(i) Entities whose name and budgeted costs have been submitted to CDPH in response to a competitive solicitation.

b. CDPH reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Contractor to terminate subcontracts entered into in support of this Agreement.

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(1) Upon receipt of a written notice from CDPH requiring the substitution and/or termination of a subcontract, the Contractor shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by CDPH.

c. Actual subcontracts (i.e., written agreement between the Contractor and a subcontractor) of $5,000 or more are subject to the prior review and written approval of CDPH. CDPH may, at its discretion, elect to waive this right. All such waivers shall be confirmed in writing by CDPH.

d. Contractor shall maintain a copy of each subcontract entered into in support of this Agreement and shall, upon request by CDPH, make copies available for approval, inspection, or audit.

e. CDPH assumes no responsibility for the payment of subcontractors used in the performance of this Agreement. Contractor accepts sole responsibility for the payment of subcontractors used in the performance of this Agreement.

f. The Contractor is responsible for all performance requirements under this Agreement even though performance may be carried out through a subcontract.

g. The Contractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement.

h. The Contractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:

"(*Subcontractor Name*) agrees to maintain and preserve, until three years after termination of (*Agreement Number*) and final payment from CDPH to the Contractor, to permit CDPH or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records."

i. Unless otherwise stipulated in writing by CDPH, the Contractor shall be the subcontractor's sole point of contact for all matters related to performance and payment under this Agreement.

j. Contractor shall, as applicable, advise all subcontractors of their obligations pursuant to the following numbered provisions of this Exhibit: 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 17, 19, 20, 24, and 31 or other numbered provisions herein that deemed applicable.

6. Income Restrictions

Unless otherwise stipulated in this Agreement, the Contractor agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Contractor under this Agreement shall be paid by the Contractor to CDPH, to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by CDPH under this Agreement.

7. Audit and Record Retention

(Applicable to agreements in excess of $10,000.)

a. The Contractor and/or Subcontractor shall maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.

b. The Contractor's and/or subcontractor's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.

c. Contractor agrees that CDPH, the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this

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Agreement. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, CCR Title 2, Section 1896).

d. The Contractor and/or Subcontractor shall preserve and make available his/her records (1) for a period of three years from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (1) or (2) below.

(1) If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.

(2) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.

e. The Contractor and/or Subcontractor shall comply with the above requirements and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in Public Contract Code § 10115.10, if applicable.

f. The Contractor and/or Subcontractor may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Contractor and/or Subcontractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.

g. The Contractor shall, if applicable, comply with the Single Audit Act and the audit reporting requirements set forth in OMB Circular A-133.

8. Site Inspection

The State, through any authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract supported activities and the premises in which it is being performed. If any inspection or evaluation is made of the premises of the Contractor or Subcontractor, the Contractor shall provide and shall require Subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the authorized representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

9. Federal Contract Funds

(Applicable only to that portion of an agreement funded in part or whole with federal funds.)

a. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.

b. This agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Agreement in any manner.

c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.

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d. CDPH has the option to invalidate or cancel the Agreement with 30-days advance written notice or to amend the Agreement to reflect any reduction in funds.

10. **Intellectual Property Rights**

a. **Ownership**

(1) Except where CDPH has agreed in a signed writing to accept a license, CDPH shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all Intellectual Property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement.

(2) For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will and all other legal rights protecting intangible proprietary information as may exist now and/or here after come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.

(a) For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. Works does not include articles submitted to peer review or reference journals or independent research projects.

(3) In the performance of this Agreement, Contractor will exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, Contractor may access and utilize certain of CDPH's Intellectual Property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, Contractor shall not use any of CDPH's Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of CDPH. **Except as otherwise set forth herein, neither the Contractor nor CDPH shall give any ownership interest in or rights to its Intellectual Property to the other Party.** If during the term of this Agreement, Contractor accesses any third-party Intellectual Property that is licensed to CDPH, Contractor agrees to abide by all license and confidentiality restrictions applicable to CDPH in the third-party's license agreement.

(4) Contractor agrees to cooperate with CDPH in establishing or maintaining CDPH's exclusive rights in the Intellectual Property, and in assuring CDPH's sole rights against third parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this Agreement, Contractor shall require the terms of the Agreement(s) to include all Intellectual Property provisions. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to CDPH all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or CDPH and which result directly or indirectly from this Agreement or any subcontract.

(5) Contractor further agrees to assist and cooperate with CDPH in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce CDPH's Intellectual Property rights and interests.

b. Retained Rights / License Rights

Attachment: 16-123 Desert Healthcare_SNAP-Ed_Attachment 1 (exhibit D(F)) (2706 : 16-123 Desert Healthcare District_SNAP-Ed)

(1) Except for Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement, Contractor shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this Agreement. Contractor hereby grants to CDPH, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose Contractor's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Agreement, unless Contractor assigns all rights, title and interest in the Intellectual Property as set forth herein.

(2) Nothing in this provision shall restrict, limit, or otherwise prevent Contractor from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Agreement, provided that Contractor's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of CDPH or third party, or result in a breach or default of any provisions of this Exhibit or result in a breach of any provisions of law relating to confidentiality.

c. Copyright

(1) Contractor agrees that for purposes of copyright law, all works [as defined in Paragraph a, subparagraph (2)(a) of this provision] of authorship made by or on behalf of Contractor in connection with Contractor's performance of this Agreement shall be deemed "works made for hire". Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of Contractor or that person has entered into an agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such person that: (i) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to CDPH to any work product made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement.

(2) All materials, including, but not limited to, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement, shall include CDPH's notice of copyright, which shall read in 3mm or larger typeface: "© *[Enter Current Year e.g., 2007, etc.]*, Department of Public Health. This material may not be reproduced or disseminated without prior written permission from the Department of Public Health." This notice should be placed prominently on the materials and set apart from other matter on the page where it appears. Audio productions shall contain a similar audio notice of copyright.

d. Patent Rights

With respect to inventions made by Contractor in the performance of this Agreement, which did not result from research and development specifically included in the Agreement's scope of work, Contractor hereby grants to CDPH a license as described under Section b of this provision for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the Agreement's scope of work, then Contractor agrees to assign to CDPH, without additional compensation, all its right, title and interest in and to such inventions and to assist CDPH in securing United States and foreign patents with respect thereto.

e. Third-Party Intellectual Property

Except as provided herein, Contractor agrees that its performance of this Agreement shall not be dependent upon or include any Intellectual Property of Contractor or third party without first: (i) obtaining CDPH's prior written approval; and (ii) granting to or obtaining for CDPH, without additional compensation, a license, as described in Section b of this provision, for any of Contractor's or third-party's Intellectual Property in existence prior to the effective date of this Agreement. If such a license upon the these terms is unattainable, and CDPH determines that the Intellectual Property should be included in or is required for Contractor's performance of this Agreement, Contractor shall obtain a license under terms acceptable to CDPH.

f. Warranties

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(1) Contractor represents and warrants that:

(a) It is free to enter into and fully perform this Agreement.

(b) It has secured and will secure all rights and licenses necessary for its performance of this Agreement.

(c) Neither Contractor's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Contractor.

(d) Neither Contractor's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.

(e) It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites, locations, property or props that may be used or shown.

(f) It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to CDPH in this Agreement.

(g) It has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

(h) It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Agreement.

(2) CDPH MAKES NO WARRANTY THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

g. **Intellectual Property Indemnity**

(1) Contractor shall indemnify, defend and hold harmless CDPH and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnitees") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim, action, or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of CDPH's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that issued after the effective date of this Agreement. CDPH reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against CDPH.

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(2) Should any Intellectual Property licensed by the Contractor to CDPH under this Agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve CDPH's right to use the licensed Intellectual Property in accordance with this Agreement at no expense to CDPH. CDPH shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for CDPH to continue using the licensed Intellectual Property; or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, CDPH shall be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity.

(3) Contractor agrees that damages alone would be inadequate to compensate CDPH for breach of any term of this Intellectual Property Exhibit by Contractor. Contractor acknowledges CDPH would suffer irreparable harm in the event of such breach and agrees CDPH shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

h. **Federal Funding**

In any agreement funded in whole or in part by the federal government, CDPH may acquire and maintain the Intellectual Property rights, title, and ownership, which results directly or indirectly from the Agreement; except as provided in 37 Code of Federal Regulations part 401.14; however, the federal government shall have a non-exclusive, nontransferable, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

i. **Survival**

The provisions set forth herein shall survive any termination or expiration of this Agreement or any project schedule.

11. **Air or Water Pollution Requirements**

Any federally funded agreement and/or subcontract in excess of $100,000 must comply with the following provisions unless said agreement is exempt under 40 CFR 15.5.

a. Government contractors agree to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act [42 U.S.C. 1857(h)], section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

b. Institutions of higher education, hospitals, nonprofit organizations and commercial businesses agree to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et seq.), as amended, and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended.

12. **Prior Approval of Training Seminars, Workshops or Conferences**

Contractor shall obtain prior CDPH approval of the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop, or conference conducted pursuant to this Agreement and of any reimbursable publicity or educational materials to be made available for distribution. The Contractor shall acknowledge the support of the State whenever publicizing the work under this Agreement in any media. This provision does not apply to necessary staff meetings or training sessions held for the staff of the Contractor or Subcontractor to conduct routine business matters.

13. **Confidentiality of Information**

a. The Contractor and its employees, agents, or subcontractors shall protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or are disclosed to the

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Contractor, its employees, agents, or subcontractors as a result of services performed under this Agreement, except for statistical information not identifying any such person.

b. The Contractor and its employees, agents, or subcontractors shall not use such identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement.

c. The Contractor and its employees, agents, or subcontractors shall promptly transmit to the CDPH Program Contract Manager all requests for disclosure of such identifying information not emanating from the client or person.

d. The Contractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such identifying information to anyone other than CDPH without prior written authorization from the CDPH Program Contract Manager, except if disclosure is required by State or Federal law.

e. For purposes of this provision, 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.

f. As deemed applicable by CDPH, this provision may be supplemented by additional terms and conditions covering personal health information (PHI) or personal, sensitive, and/or confidential information (PSCI). Said terms and conditions will be outlined in one or more exhibits that will either be attached to this Agreement or incorporated into this Agreement by reference.

14. Documents, Publications and Written Reports

(Applicable to agreements over $5,000 under which publications, written reports and documents are developed or produced. Government Code Section 7550.)

Any document, publication or written report (excluding progress reports, financial reports and normal contractual communications) prepared as a requirement of this Agreement shall contain, in a separate section preceding the main body of the document, the number and dollar amounts of all contracts or agreements and subcontracts relating to the preparation of such document or report, if the total cost for work by nonemployees of the State exceeds $5,000.

15. Dispute Resolution Process

a. A Contractor grievance exists whenever there is a dispute arising from CDPH's action in the administration of an agreement. If there is a dispute or grievance between the Contractor and CDPH, the Contractor must seek resolution using the procedure outlined below.

(1) The Contractor should first informally discuss the problem with the CDPH Program Contract Manager. If the problem cannot be resolved informally, the Contractor shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Contractor. The Branch Chief shall respond in writing to the Contractor indicating the decision and reasons therefore. If the Contractor disagrees with the Branch Chief's decision, the Contractor may appeal to the second level.

(2) When appealing to the second level, the Contractor must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Contractor shall include with the appeal a copy of the Contractor's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Contractor to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Contractor within twenty (20) working days of receipt of the Contractor's second level appeal.

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b. If the Contractor wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Contractor shall follow the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Division 2, Chapter 2, Article 3 (commencing with Section 1140) of the California Code of Regulations).

c. Disputes arising out of an audit, examination of an agreement or other action not covered by subdivision (a) of Section 20204, of Chapter 2.1, Title 22, of the California Code of Regulations, and for which no procedures for appeal are provided in statute, regulation or the Agreement, shall be handled in accordance with the procedures identified in Sections 51016 through 51047, Title 22, California Code of Regulations.

d. Unless otherwise stipulated in writing by CDPH, all dispute, grievance and/or appeal correspondence shall be directed to the CDPH Program Contract Manager.

e. There are organizational differences within CDPH's funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Contractor shall be notified in writing by the CDPH Program Contract Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

16. Financial and Compliance Audit Requirements

a. The definitions used in this provision are contained in Section 38040 of the Health and Safety Code, which by this reference is made a part hereof.

b. Direct service contract means a contract or agreement for services contained in local assistance or subvention programs or both (see Health and Safety [H&S] Code section 38020). Direct service contracts shall not include contracts, agreements, grants, or subventions to other governmental agencies or units of government nor contracts or agreements with regional centers or area agencies on aging (H&S Code section 38030).

c. The Contractor, as indicated below, agrees to obtain one of the following audits:

(1) If the Contractor is a nonprofit organization (as defined in H&S Code section 38040) and receives **$25,000 or more** from any State agency under a direct service contract or agreement; the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit. Said audit shall be conducted according to Generally Accepted Auditing Standards. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**

(2) If the Contractor is a nonprofit organization (as defined in H&S Code section 38040) and receives **less than $25,000** per year from any State agency under a direct service contract or agreement, the Contractor agrees to obtain a biennial single, organization wide financial and compliance audit, unless there is evidence of fraud or other violation of state law in connection with this Agreement. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**

(3) If the Contractor is a State or Local Government entity or Nonprofit organization (as defined by the Federal Office of Management and Budget [OMB] Circular A-133) and expends $500,000 or more in Federal awards, the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit according to the requirements specified in OMB Circular A-133 entitled "Audits of States, Local Governments, and Non-Profit Organizations". An audit conducted pursuant to this provision will fulfill the audit requirements outlined in Paragraphs c(1) and c(2) above. The audit shall be completed by the end of the ninth month following the end of the audit period. The requirements of this provision apply if:

(a) The Contractor is a recipient expending Federal awards received directly from Federal awarding agencies, or

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(b) The Contractor is a subrecipient expending Federal awards received from a pass-through entity such as the State, County or community based organization.

(4) If the Contractor submits to CDPH a report of an audit other than an OMB A-133 audit, the Contractor must also submit a certification indicating the Contractor has not expended $500,000 or more in federal funds for the year covered by the audit report.

d. Two copies of the audit report shall be delivered to the CDPH program funding this Agreement. The audit report must identify the Contractor's legal name and the number assigned to this Agreement. The audit report shall be due within 30 days after the completion of the audit. Upon receipt of said audit report, the CDPH Program Contract Manager shall forward the audit report to CDPH's Audits and Investigations Unit if the audit report was submitted under Section 16.c(3), unless the audit report is from a City, County, or Special District within the State of California whereby the report will be retained by the funding program.

e. The cost of the audits described herein may be included in the funding for this Agreement up to the proportionate amount this Agreement represents of the Contractor's total revenue. The CDPH program funding this Agreement must provide advance written approval of the specific amount allowed for said audit expenses.

f. The State or its authorized designee, including the Bureau of State Audits, is responsible for conducting agreement performance audits which are not financial and compliance audits. Performance audits are defined by Generally Accepted Government Auditing Standards.

g. Nothing in this Agreement limits the State's responsibility or authority to enforce State law or regulations, procedures, or reporting requirements arising thereto.

h. Nothing in this provision limits the authority of the State to make audits of this Agreement, provided however, that if independent audits arranged for by the Contractor meet Generally Accepted Governmental Auditing Standards, the State shall rely on those audits and any additional audit work and shall build upon the work already done.

i. The State may, at its option, direct its own auditors to perform either of the audits described above. The Contractor will be given advance written notification, if the State chooses to exercise its option to perform said audits.

j. The Contractor shall include a clause in any agreement the Contractor enters into with the audit firm doing the single organization wide audit to provide access by the State or Federal Government to the working papers of the independent auditor who prepares the single organization wide audit for the Contractor.

k. Federal or state auditors shall have "expanded scope auditing" authority to conduct specific program audits during the same period in which a single organization wide audit is being performed, but the audit report has not been issued. The federal or state auditors shall review and have access to the current audit work being conducted and will not apply any testing or review procedures which have not been satisfied by previous audit work that has been completed.

The term "expanded scope auditing" is applied and defined in the U.S. General Accounting Office (GAO) issued Standards for *Audit of Government Organizations, Programs, Activities and Functions*, better known as the "yellow book".

17. Human Subjects Use Requirements

(Applicable only to federally funded agreements/grants in which performance, directly or through a subcontract/subaward, includes any tests or examination of materials derived from the human body.)

By signing this Agreement, Contractor agrees that if any performance under this Agreement or any subcontract or subagreement includes any tests or examination of materials derived from the human body for the purpose of providing information, diagnosis, prevention, treatment or assessment of disease, impairment, or health of a human being, all locations at which such examinations are performed shall meet the requirements of 42 U.S.C. Section 263a (CLIA) and the regulations thereunder.

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18. **Novation Requirements**

If the Contractor proposes any novation agreement, CDPH shall act upon the proposal within 60 days after receipt of the written proposal. CDPH may review and consider the proposal, consult and negotiate with the Contractor, and accept or reject all or part of the proposal. Acceptance or rejection of the proposal may be made orally within the 60-day period and confirmed in writing within five days of said decision. Upon written acceptance of the proposal, CDPH will initiate an amendment to this Agreement to formally implement the approved proposal.

19. **Debarment and Suspension Certification**

(Applicable to all agreements funded in part or whole with federal funds.)

a. By signing this Agreement, the Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 7 CFR Part 3017, 45 CFR 76, 40 CFR 32 or 34 CFR 85.

b. By signing this Agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;

(2) Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and

(4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

(5) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.

(6) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

c. If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to the CDPH Program Contract Manager.

d. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.

e. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the CDPH may terminate this Agreement for cause or default.

20. **Smoke-Free Workplace Certification**

(Applicable to federally funded agreements/grants and subcontracts/subawards, that provide health, day care, early childhood development services, education or library services to children under 18 directly or through local governments.)

a. Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be

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permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.

b. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000 for each violation and/or the imposition of an administrative compliance order on the responsible party.

c. By signing this Agreement, Contractor or Grantee certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The prohibitions herein are effective December 26, 1994.

d. Contractor or Grantee further agrees that it will insert this certification into any subawards (subcontracts or subgrants) entered into that provide for children's services as described in the Act.

21. Covenant Against Contingent Fees

(Applicable only to federally funded agreements.)

The Contractor warrants that no person or selling agency has been employed or retained to solicit/secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except *bona fide* employees or *bona fide* established commercial or selling agencies retained by the Contractor for the purpose of securing business. For breach or violation of this warranty, CDPH shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, and brokerage or contingent fee.

22. Payment Withholds

(Applicable only if a final report is required by this Agreement. Not applicable to government entities.)

Unless waived or otherwise stipulated in this Agreement, CDPH may, at its discretion, withhold 10 percent (10%) of the face amount of the Agreement, 50 percent (50%) of the final invoice, or $3,000 whichever is greater, until CDPH receives a final report that meets the terms, conditions and/or scope of work requirements of this Agreement.

23. Performance Evaluation

(Not applicable to grant agreements.)

CDPH may, at its discretion, evaluate the performance of the Contractor at the conclusion of this Agreement. If performance is evaluated, the evaluation shall not be a public record and shall remain on file with CDPH. Negative performance evaluations may be considered by CDPH prior to making future contract awards.

24. Officials Not to Benefit

No members of or delegate of Congress or the State Legislature shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom. This provision shall not be construed to extend to this Agreement if made with a corporation for its general benefits.

25. Four-Digit Date Compliance

(Applicable to agreements in which Information Technology (IT) services are provided to CDPH or if IT equipment is procured.)

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Contractor warrants that it will provide only Four-Digit Date Compliant (as defined below) Deliverables and/or services to the State. "Four Digit Date compliant" Deliverables and services can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Contract and does not limit the generality of warranty obligations set forth elsewhere herein.

26. Prohibited Use of State Funds for Software

(Applicable to agreements in which computer software is used in performance of the work.)

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

27. Use of Small, Minority Owned and Women's Businesses

(Applicable to that portion of an agreement that is federally funded and entered into with institutions of higher education, hospitals, nonprofit organizations or commercial businesses.)

Positive efforts shall be made to use small businesses, minority-owned firms and women's business enterprises, whenever possible (i.e., procurement of goods and/or services). Contractors shall take all of the following steps to further this goal.

(1) Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.

(2) Make information on forthcoming purchasing and contracting opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.

(3) Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.

(4) Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.

(5) Use the services and assistance, as appropriate, of such organizations as the Federal Small Business Administration and the U.S. Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned firms and women's business enterprises.

28. Alien Ineligibility Certification

(Applicable to sole proprietors entering federally funded agreements.)

By signing this Agreement, the Contractor certifies that he/she is not an alien that is ineligible for state and local benefits, as defined in Subtitle B of the Personal Responsibility and Work Opportunity Act. (8 U.S.C. 1601, et seq.)

29. Union Organizing

(Applicable only to grant agreements.)

Grantee, by signing this Agreement, hereby acknowledges the applicability of Government Code Sections 16645 through 16649 to this Agreement. Furthermore, Grantee, by signing this Agreement, hereby certifies that:

a. No state funds disbursed by this grant will be used to assist, promote or deter union organizing.

b. Grantee shall account for state funds disbursed for a specific expenditure by this grant, to show those funds were allocated to that expenditure.

Attachment: 16-123 Desert Healthcare_SNAP-Ed_Attachment 1 (exhibit D(F)) (2706 : 16-123 Desert Healthcare District_SNAP-Ed)

c. Grantee shall, where state funds are not designated as described in b herein, allocate, on a pro-rata basis, all disbursements that support the grant program.

d. If Grantee makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no state funds were used for those expenditures, and that Grantee shall provide those records to the Attorney General upon request.

30. **Contract Uniformity (Fringe Benefit Allowability)**

(Applicable only to nonprofit organizations.)

Pursuant to the provisions of Article 7 (commencing with Section 100525) of Chapter 3 of Part 1 of Division 101 of the Health and Safety Code, CDPH sets forth the following policies, procedures, and guidelines regarding the reimbursement of fringe benefits.

a. As used herein fringe benefits shall mean an employment benefit given by one's employer to an employee in addition to one's regular or normal wages or salary.

b. As used herein, fringe benefits do not include:

(1) Compensation for personal services paid currently or accrued by the Contractor for services of employees rendered during the term of this Agreement, which is identified as regular or normal salaries and wages, annual leave, vacation, sick leave, holidays, jury duty and/or military leave/training.
(2) Director's and executive committee member's fees.
(3) Incentive awards and/or bonus incentive pay.
(4) Allowances for off-site pay.
(5) Location allowances.
(6) Hardship pay.
(7) Cost-of-living differentials

c. Specific allowable fringe benefits include:

(1) Fringe benefits in the form of employer contributions for the employer's portion of payroll taxes (i.e., FICA, SUI, SDI), employee health plans (i.e., health, dental and vision), unemployment insurance, worker's compensation insurance, and the employer's share of pension/retirement plans, provided they are granted in accordance with established written organization policies and meet all legal and Internal Revenue Service requirements.

d. To be an allowable fringe benefit, the cost must meet the following criteria:

(1) Be necessary and reasonable for the performance of the Agreement.
(2) Be determined in accordance with generally accepted accounting principles.
(3) Be consistent with policies that apply uniformly to all activities of the Contractor.

e. Contractor agrees that all fringe benefits shall be at actual cost.

f. Earned/Accrued Compensation

(1) Compensation for vacation, sick leave and holidays is limited to that amount earned/accrued within the agreement term. Unused vacation, sick leave and holidays earned from periods prior to the agreement term cannot be claimed as allowable costs. See Provision f (3)(a) for an example.

(2) For multiple year agreements, vacation and sick leave compensation, which is earned/accrued but not paid, due to employee(s) not taking time off may be carried over and claimed within the overall term of the multiple years of the Agreement. Holidays cannot be carried over from one agreement year to the next. See Provision f (3)(b) for an example.

(3) For single year agreements, vacation, sick leave and holiday compensation that is earned/accrued but not paid, due to employee(s) not taking time off within the term of the Agreement, cannot be claimed as an allowable cost. See Provision f (3)(c) for an example.

Attachment: 16-123 Desert Healthcare_SNAP-Ed_Attachment 1 (exhibit D(F)) (2706 : 16-123 Desert Healthcare District_SNAP-Ed)

(a) **Example No. 1:**

If an employee, John Doe, earns/accrues three weeks of vacation and twelve days of sick leave each year, then that is the maximum amount that may be claimed during a one year agreement. If John Doe has five weeks of vacation and eighteen days of sick leave at the beginning of an agreement, the Contractor during a one-year budget period may only claim up to three weeks of vacation and twelve days of sick leave as actually used by the employee. Amounts earned/accrued in periods prior to the beginning of the Agreement are not an allowable cost.

(b) **Example No. 2:**
If during a three-year (multiple year) agreement, John Doe does not use his three weeks of vacation in year one, or his three weeks in year two, but he does actually use nine weeks in year three; the Contractor would be allowed to claim all nine weeks paid for in year three. The total compensation over the three-year period cannot exceed 156 weeks (3 x 52 weeks).

(c) **Example No. 3:**
If during a single year agreement, John Doe works fifty weeks and used one week of vacation and one week of sick leave and all fifty-two weeks have been billed to CDPH, the remaining unused two weeks of vacation and seven days of sick leave may not be claimed as an allowable cost.

31. **Lobbying Restrictions and Disclosure Certification**

(Applicable to federally funded agreements in excess of $100,000 per Section 1352 of the 31, U.S.C.)

a. Certification and Disclosure Requirements

(1) Each person (or recipient) who requests or receives a contract or agreement, subcontract, grant, or subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds $100,000 at any tier, shall file a certification (in the form set forth in Attachment 1, consisting of one page, entitled "Certification Regarding Lobbying") that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.

(2) Each recipient shall file a disclosure (in the form set forth in Attachment 2, entitled "Standard Form-LLL 'disclosure of Lobbying Activities'") if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action) in connection with a contract, or grant or any extension or amendment of that contract, or grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.

(3) Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph a(2) herein. An event that materially affects the accuracy of the information reported includes:

(a) A cumulative increase of $25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;

(b) A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or

(c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.

(4) Each person (or recipient) who requests or receives from a person referred to in Paragraph a(1) of this provision a contract or agreement, subcontract, grant or subgrant exceeding $100,000 at any tier under a contract or agreement, or grant shall file a certification, and a disclosure form, if required, to the next tier above.

(5) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to CDPH Program Contract Manager.

Attachment: 16-123 Desert Healthcare_SNAP-Ed_Attachment 1 (exhibit D(F)) (2706 : 16-123 Desert Healthcare District_SNAP-Ed)

b. Prohibition

Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract or agreement, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement.

32. **Additional Restrictions**

(Applicable to all contracts funded in whole or in part with funding from the federal Departments of Labor, Health and Human Services (including CDC funding), or Education.)

Contractor shall comply with the restrictions under Division F, Title V, Section 503 of the Consolidated Appropriations Act, 2012 (H.R. 2055), which provides that:

"SEC. 503.(a) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government, except in presentation to the executive branch of any State or local government itself.

(b) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

(c) The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control."

Attachment: 16-123 Desert Healthcare_SNAP-Ed_Attachment 1 (exhibit D(F)) (2706 : 16-123 Desert Healthcare District_SNAP-Ed)

STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF PUBLIC HEALTH

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants and cooperative agreements) of $100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Name of Contractor	Printed Name of Person Signing for Contractor
Contract / Grant Number	Signature of Person Signing for Contractor
Date	Title

After execution by or on behalf of Contractor, please return to:

California Department of Public Health

CDPH reserves the right to notifiy the contractor in writing of an alternate submission address.

Attachment: 16-123 Desert Healthcare_SNAP-Ed_Attachment 1 (exhibit D(F)) (2706 : 16-123 Desert Healthcare District_SNAP-Ed)

CERTIFICATION REGARDING LOBBYING

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

Approved by OMB
0348-0046

1. Type of Federal Action: [ ] a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: [ ] a. bid/offer/application b. initial award c. post-award	3. Report Type: [ ] a. initial filing b. material change For Material Change Only: Year _____ quarter _____ date of last report _____.
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier ___, if known: Congressional District, If known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, If known:	
6. Federal Department/Agency	7. Federal Program Name/Description: CDFA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: $	
10.a. Name and Address of Lobbying Registrant *(If individual, last name, first name, MI)*:	b. Individuals Performing Services *(including address if different from 10a.* *(Last name, First name, MI):*	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. required disclosure shall be subject to a not more than $100,000 for each such failure.	Signature: _____ Print Name: _____ Title: Telephone No.: Date:	
Federal Use Only	Authorized for Local Reproduction Standard Form-LLL (Rev. 7-97)	

Attachment: 16-123 Desert Healthcare_SNAP-Ed_Attachment 1 (exhibit D(F)) (2706 : 16-123 Desert Healthcare District_SNAP-Ed)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Attachment: 16-123 Desert Healthcare_SNAP-Ed_Attachment 1 (exhibit D(F)) (2706 : 16-123 Desert Healthcare District_SNAP-Ed)

ATTACHMENT 2

Information Confidentiality and Security Requirements

1. **Definitions**. For purposes of this Exhibit, the following definitions shall apply:

   A. **Public Information:** Information that is not exempt from disclosure under the provisions of the California Public Records Act (Government Code sections 6250-6265) or other applicable state or federal laws.

   B. **Confidential Information:** Information that is exempt from disclosure under the provisions of the California Public Records Act (Government Code sections 6250-6265) or other applicable state or federal laws.

   C. **Sensitive Information:** Information that requires special precautions to protect from unauthorized use, access, disclosure, modification, loss, or deletion. Sensitive Information may be either Public Information or Confidential Information. It is information that requires a higher than normal assurance of accuracy and completeness. Thus, the key factor for Sensitive Information is that of integrity. Typically, Sensitive Information includes records of agency financial transactions and regulatory actions.

   D. **Personal Information:** Information that identifies or describes an individual, including, but not limited to, their name, social security number, physical description, home address, home telephone number, education, financial matters, and medical or employment history. **It is CDPH's policy to consider all information about individuals private unless such information is determined to be a public record.**

2. **Nondisclosure**. The Contractor and its employees, agents, or subcontractors shall protect from unauthorized disclosure any Personal Information, Sensitive Information, or Confidential Information (hereinafter identified as PSCI), except for statistical information not identifying any such person.

3. The Contractor and its employees, agents, or subcontractors shall not use any PSCI for any purpose other than carrying out the Contractor's obligations under this Agreement.

4. The Contractor and its employees, agents, or subcontractors shall promptly transmit to the CDPH Program Contract Manager all requests for disclosure of any PSCI not emanating from the person who is the subject of PSCI.

5. The Contractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the person who is the subject of PSCI, any PSCI to anyone other than CDPH without prior written authorization from the CDPH Program Contract Manager, except if disclosure is required by State or Federal law.

6. The Contractor shall observe the following requirements:

   A. **Safeguards**. The Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PSCI, including electronic PSCI that it creates, receives, maintains, uses, or transmits on behalf of CDPH. Contractor shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities, including at a minimum, the safeguards set forth in Exhibit I, the SR1 CDPH-ISO Project Requirements.

Attachment: 16-123 Desert Healthcare_SNAP-Ed_Attachment 2 (security confidential requi) (2706 : 16-123 Desert Healthcare District_SNAP-Ed)

ATTACHMENT 2

Information Confidentiality and Security Requirements

B. ***Security Officer***. The Contractor shall designate a Security Officer to oversee its data security program who will be responsible for carrying out its privacy and security programs and for communicating on security matters with CDPH.

C. ***Training***. The Contractor shall provide training on its data privacy and security policies at its own expense, to all its employees who assist in the performance of functions or activities on behalf of CDPH under this Agreement and use or disclose PSCI.

1) The Contractor shall require each employee who receives data privacy and security training to sign a certification, indicating the employee's name and the date on which the training was completed.

2) The Contractor shall retain each employee's written certifications for CDPH inspection for a period of three years following contract termination.

D. ***Discovery and Notification of Breach***. The Contractor shall notify CDPH **immediately by telephone call plus email or fax** upon the discovery of breach of security of PSCI in computerized form if the PSCI was, or is reasonably believed to have been, acquired by an unauthorized person, **or within twenty-four (24) hours by email or fax** of the discovery of any suspected security incident, intrusion or unauthorized use or disclosure of PSCI in violation of this Agreement, this provision, the law, or potential loss of confidential data affecting this Agreement. Notification shall be provided to CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer. If the incident occurs after business hours or on a weekend or holiday and involves electronic PSCI, notification shall be provided by calling the CDPH I.T. Service Desk. Contractor shall take:

1) Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment and

2) Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

E. ***Investigation of Breach***. The Contractor shall immediately investigate such security incident, breach, or unauthorized use or disclosure of PSCI and within seventy-two (72) hours of the discovery, shall notify the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer of:

1) What data elements were involved and the extent of the data involved in the breach,

2) A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed PSCI,

3) A description of where the PSCI is believed to have been improperly transmitted, sent, or utilized,

4) A description of the probable causes of the improper use or disclosure; and

5) Whether Civil Code sections 1798.29 or 1798.82 or any other federal or state laws requiring individual notifications of breaches are triggered.

F. ***Written Report***. The Contractor shall provide a written report of the investigation to the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall include, but not be limited to, the information specified above, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure.

Attachment: 16-123 Desert Healthcare_SNAP-Ed_Attachment 2 (security confidential requi) (2706 : 16-123 Desert Healthcare District_SNAP-Ed)

ATTACHMENT 2

Information Confidentiality and Security Requirements

G. ***Notification of Individuals***. The Contractor shall notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and shall pay any costs of such notifications, as well as any costs associated with the breach. The CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer shall approve the time, manner and content of any such notifications.

H. ***Affect on lower tier transactions.*** The terms of this Exhibit shall apply to all contracts, subcontracts, and subawards, regardless of whether they are for the acquisition of services, goods, or commodities. The Contractor shall incorporate the contents of this Exhibit into each subcontract or subaward to its agents, subcontractors, or independent consultants.

7. **Contact Information**. To direct communications to the above referenced CDPH staff, the Contractor shall initiate contact as indicated herein. CDPH reserves the right to make changes to the contact information below by giving written notice to the Contractor. Said changes shall not require an amendment to this Exhibit or the Agreement to which it is incorporated.

CDPH Program Contract Manager	**CDPH Privacy Officer**	**CDPH Chief Information Security Officer**
See the Scope of Work exhibit for Program Contract Manager	Privacy Officer Privacy Office, c/o Office of Legal Services California Department of Public Health P.O. Box 997377, MS 0506 Sacramento, CA 95899-7377 Email: privacy@cdph.ca.gov Telephone: (877) 421-9634	Chief Information Security Officer Information Security Office California Department of Public Health P.O. Box 997413, MS 6302 Sacramento, CA 95899-7413 Email: cdphiso@cdph.ca.gov Telephone: IT Service Desk (916) 440-7000 or (800) 579-0874

Attachment: 16-123 Desert Healthcare_SNAP-Ed_Attachment 2 (security confidential requi) (2706 : 16-123 Desert Healthcare District_SNAP-Ed)



INFORMATION SECURITY OFFICE

Information Systems Security Requirements for Projects (ISO/SR1)

Version 4.0

February 2010

Attachment: 16-123 Desert Healthcare_SNAP-Ed_Attachment 3 (ISS req for proj) (2706 : 16-123 Desert Healthcare District_SNAP-Ed)

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Type: **ISO Requirements**	
Issued: **February 08, 2010**	*Doc Number:* **SR1 v4.0**
Revised:	
Title: **Information Systems Security Requirements for Projects**	

IMPORTANT NOTE: If an exemption from any SR1 requirement is required, the SR1 Exemption Form in Appendix A must be completed by the Project Manager or Contract Manager.

I. Purpose

This document provides the minimum security requirements mandated by the California Department of Public Health (CDPH) Information Security Office (ISO) for projects governed and/or subject to the policies and standards of CDPH. Projects that intend to deploy systems/applications into the CDPH system infrastructure, or will utilize CDPH information system services, are also subject to these minimum security requirements.

This document is intended to assist CDPH and its service customers in understanding the criteria CDPH will use when evaluating and certifying the system design, security features and protocols used by project solutions utilizing CDPH services. These security requirements will also be used in conjunction with the CDPH ISO compliance review program of its information system services customers.

This document will serve as a universal set of requirements which must be met regardless of physical hosting location or entities providing operations and maintenance responsibility. These requirements do not serve any specific project, nor do they prescribe any specific implementation technology.

II. Scope of Requirements

The information security requirements in this document are organized in five categories (sections) and address at a minimum:

- Administrative/Management Safeguards
- Technical and Operational Safeguards
- Solution Architecture
- Documentation of Solution
- ISO Notifications and Approvals

III. Contact

Chief Information Security Officer
California Department of Public Health
Information Security Office (ISO)
cdphiso@cdph.ca.gov

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IV. Information Systems Security Requirements

A. Administrative / Management Safeguards

1. Workforce Confidentiality Statement

All persons working with CDPH information must sign a Security and Confidentiality Acknowledgement Statement. The Statement must include, at a minimum: General Use, Security and Privacy safeguards, Unacceptable Use, Audit and Enforcement policies. (Contact the CDPH ISO for the current version of the Security & Confidentiality Acknowledgement Statement in use.)

The Statement must be signed by the Project member prior to being granted access to the CDPH information. The Statement must be renewed annually.

2. Access Authorization & Maintenance

Project/Program must document and implement clearly defined rules and processes for vetting and granting authorizations, as well as procedures for the supervision of workforce members who work with CDPH information or in locations where it might be accessed.

On at least a semi-annual basis, Project/Program will review and remove all authorizations for individuals who have left the department, transferred to another unit, or assumed new job duties within CDPH.

3. Information System Activity Review

Project/Program must implement and document procedures to regularly review records of information system activity (such as audit logs, access reports, and security incident tracking reports).

Project/Program must ensure any hosting or maintenance agreements clearly identify responsibility for this activity. Logs may be stored within the system or preferably on a centralized logging server or service, and must be maintained for a minimum of three years.

4. Periodic System Security & Log Review

All systems must allow for periodic system security reviews that provide assurance that management, operations, personnel, and technical controls are functioning effectively and providing adequate levels of protection.

These reviews may include technical tools and security procedures (such as vulnerability assessment products and penetration testing).

All systems processing and/or storing CDPH information must have a method or procedure in place to create and review system logs for unauthorized access. Logs may be stored within the system or on a centralized logging server or service, and must be maintained for a minimum of three years.

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5. Disaster Recovery Plan

Project/Program will establish procedures that allow facility access in support of restoration of lost information under the Disaster Recovery Plan (DRP) and emergency mode operations plan in the event of an emergency.

The restoration/recovery support procedures must be added to the existing DRP to restore any loss of information and assure continuity of computing operations for support of both the application and information.

Recovery procedures must be developed using the most current DRP template provided by the CDPH ISO.

All systems, as part of a new or existing project, must allow for periodic system recovery testing. The period between tests should be defined as part of the project and be consistent with relevant CDPH disaster recovery standards. Such testing should provide assurances that plans and controls (management, operations, personnel, and technical) are functioning effectively and providing adequate levels of protection during an incident, disaster, or breach.

Project/Program will conduct an annual Business Impact Analysis of the application to determine the Maximum Acceptable Outage (MAO), cost of lost functionality, system component dependencies, business function dependencies, and business partner dependencies.

6. Change Control

All systems processing and/or storing CDPH information must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity, and availability of information.

Systems running within the CDPH environment and/or utilizing CDPH services must comply with CDPH standards for change control process and procedures.

7. Supervision of Information

Classified information in paper form must not be left unattended at any time, unless it is locked in a file cabinet, file room, desk, or office. Unattended means that information is not being observed by an employee authorized to access the information. Classified information in paper form must also not be left unattended at any time in vehicles or planes, and must not be transported in checked-in baggage on commercial airplanes.

8. Escorting Visitors

Visitors to areas where classified information is contained must be escorted and classified information must be kept out of sight while visitors are in the area.

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B. Technical and Operational Safeguards

1. System Security Compliance

All Project systems must comply with applicable CDPH security policies and requirements, as specified in the State Administrative Manual (SAM), Public Health Administrative Manual (PHAM), Privacy Act, and any other applicable State or Federal regulation. All security safeguards and precautions must be subject to the approval of the CDPH ISO.

2. Malware Protection

All systems must install and actively use anti-virus software, with a minimum daily automatic update scheduled. Systems such as mainframes, where anti-virus is unavailable, are excluded from this requirement. All security safeguards and precautions must be subject to the approval of the CDPH ISO.

3. Patch Management

All systems must install and actively use a comprehensive third-party patch management program, and routinely update system and application software within two weeks of vendor release unless the CDPH ISO validates a patch is not applicable. Critical updates may require a more restrictive timeline. All security safeguards and precautions must be subject to the approval of the CDPH ISO.

4. Encrypted Electronic Transmissions

All information electronic transmissions that contain classified information (such as website access, file transfers or through e-mail) must be encrypted end-to-end using an industry-recognized encryption standard (such as Transport Layer Security (TLS) or its predecessor, Secure Socket Layer (SSL), Secure File Transfer Protocol (SFTP), or any FIPS 140-2 certified encryption algorithm). Classified information must be encrypted at the minimum of Advanced Encryption Standard (AES) with a 128 bit key or higher. Equivalent or stronger algorithms may be used upon approval of the CDPH ISO.

5. Encrypted Information Storage

All classified information must be encrypted when electronically stored using a CDPH approved encryption standard. Classified information must be encrypted at the minimum of AES with a 128 bit key or higher, or any FIPS 140-2 certified encryption algorithm. Equivalent or stronger algorithms may be used upon approval of the CDPH ISO.

6. Workstation / Laptop Encryption

All workstations and laptops that process and/or store classified CDPH information must be encrypted with a CDPH ISO approved solution. Classified CDPH information must be encrypted at the minimum of AES with a 128 bit key or higher, or any FIPS 140-2 certified encryption algorithm. Equivalent or stronger algorithms may be used upon approval of the CDPH ISO.

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7. Removable Media Encryption

All electronic files that contain classified CDPH information must be encrypted at the minimum of AES with a 128 bit key or higher, or any FIPS 140-2 certified encryption algorithm when stored on any removable media type device (such as USB thumb drives, floppies, CD/DVD, tape backup, etc.). Equivalent or stronger algorithms may be used upon approval of the CDPH ISO. The solution should follow best practices described in National Institute of Standards & Technology (NIST) 800-111, Guide to Storage Encryption Technologies for End User Devices.

8. Secure Connectivity

All transmission and data-links between the information and application/system, and DBMS and the Office of Technology Services (OTech) Wide Area Network (WAN), must be secure between transmission systems as required by regulation, policy and/or standard and as prescribed for the given application/system.

9. Intrusion Detection and Prevention

All systems that are accessible via the Internet, are critical, and/or contain classified information must install and actively use a CDPH ISO approved comprehensive third-party real-time intrusion detection and prevention solution. The solution must also report security events directly to a CDPH enterprise monitoring solution. All security safeguards and precautions must be subject to the approval of the CDPH ISO.

10. Minimum Information Download

In accordance with the principle of need-to-know, only the minimum amount of information required to perform necessary business functions should be copied or downloaded.

11. Information Sanitization

All classified CDPH information (electronic or paper) must be sanitized from systems when the information is no longer necessary. The sanitization method must conform to NIST Special Publication 800-88 Guidelines for Media Sanitization. Once information has been sanitized, the CDPH contract manager must be notified. If an agency or other entity is unable to sanitize the media in accordance with NIST 800-88 and provide notification, the media must be returned to CDPH after usage for sanitization in an approved manner.

12. Removal of Information

Classified CDPH information (electronic or paper) must not be removed from CDPH premises, or from the premises of an authorized vendor or contractor, without the written permission of the CDPH ISO.

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13. Faxing or Mailing of Information

Facsimile transmissions containing classified CDPH information must not be left unattended if fax machines are not in a secure area. Facsimile transmissions must include a cover sheet that contains a security statement notifying persons receiving faxes in error to destroy them and notify the CDPH ISO immediately. Fax numbers must be verified before sending.

Classified CDPH information must only be mailed using secure methods. Large volume mailings of classified CDPH information must be by a secure, bonded courier with signature required upon receipt. Disks and other transportable media sent through the mail must be encrypted with a CDPH ISO approved solution.

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C. Solution Architecture

1. System Security Compliance

The system must comply with all applicable CDPH security policies and requirements, as well as those specified in the State Administrative Manual (SAM), Public Health Administrative Manual (PHAM) Privacy Act, and any other applicable State or Federal regulation. All security safeguards and precautions must be subject to the approval of the CDPH ISO.

The system may share data with other entities only after all applicable agreements are in place. For example, using a CDPH data release form, Business Associate Agreement, or Data Use Agreement. These agreements must ensure data is protected according to all applicable standards and policies.

Any data which is exported outside the scope of the system and its security provisions (such as exports for statistical analysis) require approval by the CDPH ISO to ensure sufficient security is in place to protect the exported data.

2. Warning Banner

All systems containing CDPH information must display a login warning banner stating that information is classified, activity is logged, and system use is for business purposes only. User must be directed to log off the system if they do not agree and comply with these requirements.

The following warning banner must be used for all access points (such as desktops, laptops, web applications, mainframe applications, servers and network devices):

> ***WARNING: This is a State of California computer system that is for official use by authorized users and is subject to being monitored and/or restricted at any time. Unauthorized or improper use of this system may result in administrative disciplinary action and/or civil and criminal penalties. By continuing to use this system you indicate your awareness of and consent to these terms and conditions of use.***
>
> ***LOG OFF IMMEDIATELY, if you do not agree to the conditions stated in this warning.***

3. Layered Application Design

Applications must be able to be segmented into a layered application design separating, at a minimum, the Presentation, Application/Business Logic, and Data Access Logic, and Data Persistence/Database layers.

The Presentation, Application/Business Logic, and Data Access Logic layers must be separated physically by a firewall regardless of physical implementation.

Any system request made to the Business logic layer must be authenticated.

The Data Access Logic Layer may take the form of stored procedures, database Application Programming Interface (API), Data Access Objects/Components, Data Access Middleware, Shared Data Services, or Secure Web Service. Any system request made to the Data Access

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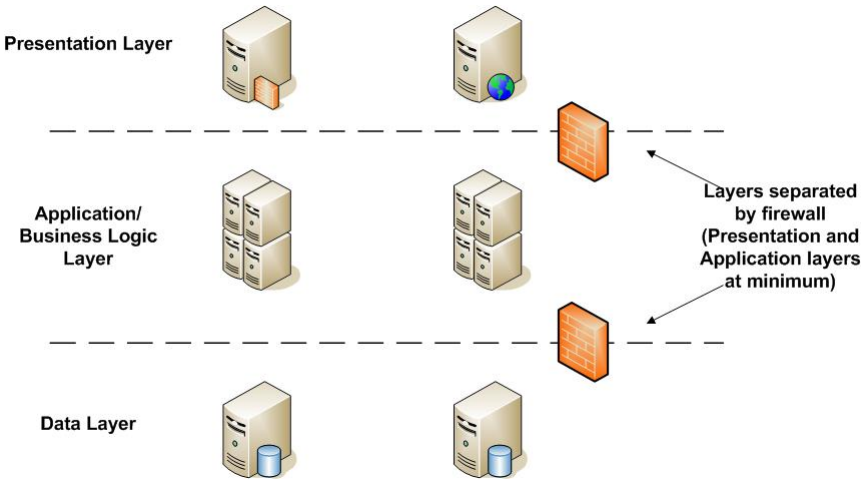
logic layer must be authenticated and authorized. No direct access to the Data Persistence/Database layer will be permitted, except through the Data Access logic layer.

All calls to the Data Persistence/Database layer will be made through the Data Access logic layer as a trusted sub-system that utilizes a single database access account to all transactions.

The Data Access Logic Layer must take the form of stored procedures, database API, Data Access Objects/Components, Data Access Middleware, Shared Data Services, or Secure Web Service. System requests made to the Business logic and Data Access logic layers must be authenticated and authorized.

Vendor-provided commercial off-the-shelf (COTS) packages, or components where physical separation of layers is not possible, requires CDPH ISO approval.



4. Input Validation

All user input must be validated before being committed to the database or other application information repository. The system must manage client input controls from server side to the extent possible. Data queries from the Presentation or the Business Logic layers must be validated for appropriate use of query language, and validated for appropriate quantity and quality of data input. This includes In-line Structured Query Language (SQL) calls. The system must validate client input on the server side to the extent possible. All third-party client side input controls must be documented and approved by the CDPH ISO.

5. Data Queries

All Data queries (including In-line SQL calls) will not be allowed from the Presentation or the Business Logic layers unless validated for appropriate use of query language and validated for appropriate quantity/quality of data input. All data queries solution must be approved by the CDPH ISO.

Database table names and column names must not be exposed. Applications must use an alias for every table and column.

Dynamic SQL will not be permitted from the Presentation Layer without prior approval from the CDPH ISO.

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6. Username/Password Based Authentication

When usernames and passwords are going to be used as the method for system authentication, the following requirements must be met:

- Username requirements:
  - Must be unique and traceable to an individual.
  - Must not be shared.
  - Must not be hard-coded into system logic.
- Password requirements:
  - Must not be shared.
  - Must be 8 characters or more in length.
  - Must not be a word found in the dictionary, regardless of language.
  - Must be encrypted using irreversible industry-accepted strong encryption.
  - Must be changed at least every 60 days.
  - Must not be the same as any of the previous 10 passwords.
  - Must be changed immediately if revealed or compromised.
  - Must be composed of characters from at least three of the following four groups from the standard keyboard:
    - Upper case letters (A-Z);
    - Lower case letters (a-z);
    - Numbers (0 through 9); and
    - Non-alphanumeric characters (punctuation symbols).
- Account security:
  - Accounts must be locked after three (3) failed logon attempts.
  - Account lock-out reset timers must be set for a minimum of 15 minutes.
  - Accounts must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password.

7. Administrative / Privileged Accounts Management

A privileged account is an account that allows an individual to perform maintenance on an operating system or applications (e.g. create/remove users, install applications, create/modify databases, etc.). Privileged accounts require the approval of the individual's manager, the CDPH ISO, and must include a business justification stating why privileged access is required and what it will be used for. Individuals granted privileged accounts must have already signed the Security and Confidentiality Acknowledgement Statement. (Contact the CDPH ISO for the current version of the Security & Confidentiality Acknowledgement Statement in use.)

The use of shared privileged accounts (e.g. Administrator) is strictly prohibited.

System administration must be performed using a different username rather than the one used for daily non-administrative activities. Administrative accounts must be used only for administrative activity within the authorized role of that account and the individual using it. It must be logged out of immediately after administrative work is complete.

- Username requirements:
  - Must be unique and traceable to an individual.
  - Must not be shared.
  - Must not be hard-coded into system logic.
  - Must be the same across different zones (e.g. Web Zone, Internal network, and Test Labs / Environments).
  - The default built-in Administrator account must be renamed and disabled.

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- The naming convention for privileged accounts must not make it obvious that usernames belong to privileged accounts.
- If a generic privileged account is created:
  - Must only be used in an Emergency.
  - Must not be used for routine maintenance.
  - The password storage and management process for generic privileged accounts must be approved by the CDPH ISO.

- Password requirements:
  - Must not to be shared.
  - Must be 12 characters or more in length.
  - Must not be a word found in the dictionary, regardless of language.
  - Must be encrypted using irreversible industry-accepted strong encryption.
  - Must be changed at least every 60 days.
  - Must not be the same as any of the previous 10 passwords.
  - Must be changed immediately if revealed, or compromised.
  - Must be comprised of characters from at least three of the following four groups from the standard keyboard:
    - Upper case letters (A-Z);
    - Lower case letters (a-z);
    - Numbers (0 through 9);
    - Non-alphanumeric characters (punctuation symbols).
  - Must be changed immediately upon the termination or transfer of an employee with knowledge of the password.
  - Must not be the same across different zones (e.g. Web Zone, Internal network, and Test Labs / Environments).
- Account security:
  - Accounts must be locked after three (3) failed logon attempts.
  - Account lock-out timers must be set for at least 60 minutes.

8. Service Accounts Management

A service account is an account used to run a service and whose password is known by multiple individuals, When and where it is necessary to use a service account, the account request will be approved by the manager of the Project/Program requesting the account and by the CDPH ISO. Requirements, stating the need for a service account, will be documented in the request. A service account password is shared among the individuals authorized to access the account, and is subject to controls as stated in the password requirements in this document.

Restrictions for Service Accounts

- Sharing passwords via email is prohibited, unless the body of the email itself is encrypted using strong encryption.
- When users are no longer authorized to access an existing service account, the service account password must be changed.

9. Authentication and Authorization

Any system deployed during a project, or as a result of a project, must provide secure role-based access for authorization (separation between system/server administrators and application/database administrators) utilizing the principle of least privilege at all layers/tiers.

In all cases, applications must default to explicitly deny access where authentication and/or authorization mechanisms are required. No application that requires a login can offer to, or be capable of, remembering a user's credentials.

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10. Authentication Logging

The system must log success and failures of user authentication at all layers as well as log all user transactions at the database layer as required by regulation, policy or standard, and as prescribed for the given application/system. This logging must be included for all user privilege levels including, but not limited to, systems administrators. This requirement applies to systems that process, store, and/or interface with CDPH information.

11. Automatic System Session Expiration

The system must provide an automatic timeout, requiring re-authentication of the user session after 20 minutes of inactivity.

12. Automatic System Lock-out and Reporting

The system must provide an automatic lock-out of users and a means to audit a minimum of three (3) failed log-in attempts. The means of providing audit information must be approved by the CDPH ISO.

13. Audit (Access)

All systems/applications will implement role-based access to auditing functions and audit trail information utilizing the principle of least privilege.

All systems/applications will implement a secure online interface to Audit Capabilities and Reporting by way of API or network service (or Web Service) to allow CDPH ISO to view logs, auditing procedures, and audit reporting.

14. Audit (Minimum Information)

The minimum log information below is required for any system that contains, or is involved in the transmission of, classified information. The log information should be available on every system running a production environment. This information must be provided upon request of the CDPH ISO for investigations and risk assessments.

The system must record, at minimum, the following events and any other events deemed appropriate by the CDPH ISO:

Transaction Types

- Any and all administrative changes to the system (such as administrative password changes, forgotten password resets, system variables, network configuration changes, disk sub-system modifications, etc).
- Logon failures.
- Logons during non-business hours.
- Failed access to an application or data.
- Addition, deletion, or modification of users or program access privileges.
- Changes in file access restrictions.
- Database addition, deletion, or modification.
- Copy of files before and after read/write changes.
- Transaction issued.

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Individual audit trail records must contain the information needed to associate each query transaction to its initiator and relevant business purpose. Individual audit trail records should capture, at a minimum, the following:

Minimum Audit Trail Record Content

- Date and time stamp.
- Unique username of transaction initiator.
- Transaction recorded.
- Success or failure of transaction recorded.
- Relevant business process or application component involved.
- Data captured (if any).

Audit Trail logs must be maintained at minimum for three (3) years after the occurrence, or a set period of time determined by the CDPH ISO that would not hinder a detailed forensic investigation of the occurrence. The CDPH ISO has final approval authority.

15. Application Security Controls

For any application which accesses classified information, the following technical controls must be present, unless an exception is granted by the CDPH ISO:

- Must use *least privileged accounts* to execute code and to access databases.
- User access rights must be authenticated and authorized on entry to each application tier.
- All user input must be validated, including parameters passed to all public web service methods.
- Information that is not required must not be exposed.
- If a web application fails, it must not leave sensitive data unprotected or expose any details in error messages presented to the user. Any exceptions must be logged or emailed to the appropriate team member.
- Any sensitive data stored in session, cookies, disk files, etc., must be encrypted. Any sensitive data passed between tiers must be encrypted or must use SSL.
- Applications must be protected from the Internet by a front-end web application, firewall, gateway, and proxy of a type approved by the CDPH ISO, which must be included in the documented system design.
- Postback Universal Resource Locators (URLs) must not contain unencrypted record identifiers or database keys.
- Postback URLs must not include query strings.

16. Application Code Security

Application developers should use tools and methods during development to ensure all custom source code is free from security vulnerabilities. At a minimum, the application must be free of the vulnerabilities described in the CWE/SANS Top 25 Most Dangerous Programmer Errors (http://www.sans.org/top25errors/).

CDPH has the right to conduct a vulnerability scan against the application prior to its activation, and may disapprove use of the application until the vulnerabilities are remediated and the application re-tested. Any verified vulnerabilities from this list must be corrected by the organization which developed the application, at no additional cost to CDPH. Unless an exception is granted by the CDPH ISO, vulnerabilities identified within third-party components must be remediated by the third-party vendor at no additional cost to CDPH. Otherwise, a different third-party component must be selected and implemented.

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17. Strong Authentication

Any information system providing access to Personally Identifiable Information (PII) and/or classified information from the Internet must assess the need for additional strong authentication, to prevent a significant data breach if a password is compromised. Strong authentication is defined as additional mandatory authentication over and beyond the password, for each account which has direct access to PII and/or classified information, or which has administrative privileges. The following factors should be included in the assessment:

- Applicable policies and regulations.
- Sensitivity of the PII or classified information.
- Number of data records.
- Number of user accounts with access to data.
- Level of control over end users.
- Level and frequency of log monitoring.
- Automated alerts and controls for unusual data access patterns.
- End user training on security practices.
- Other mitigating security controls.

The Project/Program providing access to PII and/or classified information from the Internet must either implement an approved strong authentication method, or document why strong authentication will not be utilized. This documentation must be provided to the CDPH ISO for review and approval.

The following methods are approved for strong authentication:

- **Physical Token:** A physical device in the possession of the account holder, which must be physically connected to the computer. Examples include a USB token or Smartcard.
- **One Time Password (OTP):** A temporary one time pass code is provided to the account holder, either by a physical device in their possession, or by way of a pre-defined communication channel such as cell phone or e-mail address. Examples include OTP token, or OTP sent via SMS text message, e-mail, or by automated voice call.
- **X.509 Certificate:** A digital certificate which has been installed on the access point computer or device, utilizing a Public Key Infrastructure (PKI).
- **Firewall Rules:** Firewall TCP/IP rules which ensure the account is only usable from an authorized access point, based upon specific IP address or IP subnet.

The following strong authentication method is approved for personal data access, where accounts have access to only the account holder's personal data, or a single data record they are custodian over such as a family member or information about their company. For example, an application where a client can submit or edit an enrollment form for themselves or someone else, but cannot access any other data records.

- **Personal Challenge Questions:** During registration, the account holder pre-answers one or more questions known only to them. When logging into a different computer, typically tracked with a cookie, they cannot login without correctly answering the pre-configured questions. The user should be prompted for whether the new computer is trusted vs. a one-time login, and this information used to determine whether to save a new cookie.

The proposed strong authentication mechanism must be included in the detailed design documentation as described in Section E.5, Application Security Approvals.

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D. Documentation of Solution

1. System Configuration

Project/Program must document and maintain documentation for the system/application. This should include the following:

- Detailed design.
- Description of hardware, software, and network components.
- Special system configurations.
- External interfaces.
- All layers of security controls.

2. Information Classification

Project/Program will document and maintain an information classification matrix of all information elements accessed and/or processed by solution.

The matrix should identify at a minimum:

- Information element.
- Information classification/sensitivity.
- Relevant function/process, or where is it used.
- System and database, or where is it stored.

3. System Roles and Relationships

Project must document the following roles and ensure everyone understands their role, and complies with all applicable policies and regulations.

- The designated owner of the system.
- The designated custodian(s) of the system.
- The users of the system.
- The security administrator for the system.
- Outside entities sending or receiving data to system.

Project must document the organizational structure and relationships between these roles.

4. Audit Method Documentation

Project/Program will document the solution's auditing features and provide samples of audit reporting.

5. Retention of Documentation

The system/application administrators will retain documentation, including audit and activity logs, for a minimum of three (3) years (up to seven (7) years maximum) from the date of its creation or the date it was last in effect, whichever is later. Shorter retention periods must be allowed contingent upon applicable regulations, policies, and standards, and upon approval by the CDPH ISO. In certain circumstances the retention period must be lengthened to comply with regulatory requirements.

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E. ISO Notifications and Approvals

1. Security Compliance Notification

As part of each project, assigned staff will document how the proposed solution meets or addresses the requirements specified in this document. This documentation must be submitted to the CDPH ISO prior to taking custody of CDPH information.

2. Notification of Changes to Solution

Once a project is approved as final by the CDPH ISO, no changes will be made to the project scope, documentation, systems or components without a change approval by the CDPH ISO.

3. Notification of Breach

The system/application administrators must immediately, and in writing, report to the CDPH ISO any and all breaches or compromises of system and/or information security. They must also take such remedial steps as may be necessary to restore security and repair damage, if any.

In the event of a breach or compromise of system and/or information security, the CDPH ISO may require a system/application security audit. The CDPH ISO must review the recommendations from the security audit, and make final decisions on the steps necessary to restore security and repair damage.

The system/application administrators must properly implement any and all recommendations of the security audit, as approved by the CDPH ISO.

4. Project Security Approvals

Projects must ensure checkpoints throughout the System Development Life Cycle (SDLC) which verify security requirements are being met. This must be incorporated in the project plan along with identification of necessary resources, timelines, and costs to address these requirements. The CDPH ISO should be involved throughout the SDLC to ensure this occurs.

For reportable Feasibility Study Reports (FSRs), the California Office of Information Security (OIS) requires submission of the *Questionnaire for Information Security and Privacy Components in Feasibility Study Reports and Project-Related Documents*.
See
http://www.cio.ca.gov/OIS/Government/documents/docs/Info_Sec_and_Priv_Components_FSR-Questionnaire.doc.

The response to this document must be approved by the CDPH ISO prior to submission.

Projects must ensure all applicable security requirements and deliverables are included in the project plan, and that ISO approvals are obtained, where required. This includes those listed in the following section, and any covered by other sections of this document. The CDPH ISO must be given reasonable time to review and comment on these deliverables.

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5. Application Security Approvals

At a minimum, for any application which accesses classified information, the following documented CDPH ISO approvals must be obtained at the appropriate project phases, and before the application is moved to production.

- CDPH ISO approval of a dated, detailed design document. This design must include network layout including specific firewall port requirements, server hosting locations, operating systems, databases, data exchange interfaces, and points of authentication/authorization. The project must not move beyond the design phase until there is a CDPH ISO approved design.
- CDPH ISO approval of any non-standard development tools (such as programming languages or toolkits).
- CDPH ISO approval of a plan for an independent security code review which addresses at minimum the current Open Web Application Security Project (OWASP) top ten application vulnerabilities, and CWE/SANS Top 25 Most Dangerous Programmer Errors, where applicable. CDPH ISO must approve any findings of that code review not being corrected. CDPH ISO recommends the security code review be carried out during the development process rather than only at the end.
- CDPH ISO approval of a plan for security code reviews of future maintenance code changes, which addresses at minimum the current OWASP top ten application vulnerabilities, CWE/SANS Top 25 Most Dangerous Programmer Errors, where applicable.
- CDPH ISO approval of a plan for an independent automated security vulnerability assessment of the application, and approval of the findings of that assessment. The assessment must assess at minimum the OWASP top ten risks and CWE/SANS Top 25 Most Dangerous Programmer Errors, where applicable.

Independent as indicated above is defined as organizationally separate from those developing or configuration the application. The independence and skill level of the entities being utilized must be approved by the CDPH ISO.

Application code and infrastructure is subject to a CDPH ISO audit, and must match the approved detailed design.

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F. Appendix A – SR1 Exemption Form

REF	Security Requirement	Exemption (Yes, No, or N/A)	Business Justification
A	**Administrative / Management Safeguards**		
1	Workforce Confidentiality Statement		
2	Access Authorization & Maintenance		
3	Information System Activity Review		
4	Periodic System Security & Log Review		
5	Disaster Recovery Plan		
6	Change Control		
7	Supervision of Information		
8	Escorting Visitors		
B	**Technical and Operational Safeguards**		
1	System Security Compliance		
2	Malware Protection		
3	Patch Management		
4	Encrypted Electronic Transmissions		
5	Encrypted Data Storage		
6	Workstation / Laptop Encryption		
7	Removable Media Encryption		
8	Secure Connectivity		
9	Intrusion Detection and Prevention		
10	Minimum Information Download		
11	Information Sanitization		
12	Removal of Information		
13	Faxing or Mailing of Information		
C	**Solution Architecture**		
1	System Security Compliance		
2	Warning Banner		
3	Layered Application Design		
4	Input Validation		
5	Data Queries		
6	Username/Password Based Authentication		
7	Administrative / Privileged Accounts Management		
8	Service Accounts Management		
9	Authentication and Authorization		
10	Authentication Logging		
11	Automatic System Session Expiration		
12	Automatic System Lock-out and Reporting		

Attachment: 16-123 Desert Healthcare_SNAP-Ed_Attachment 3 (ISS req for proj) (2706 : 16-123 Desert Healthcare District_SNAP-Ed)

REF	Security Requirement	Exemption (Yes, No, or N/A)	Business Justification
13	Audit (Access)		
14	Audit (Minimum Information)		
15	Application Security Controls		
16	Application Code Security		
17	Strong Authentication		
D	**Documentation of Solution**		
1	System Configuration		
2	Information Classification		
3	System Roles and Relationships		
4	Audit Method Documentation		
5	Retention of Documentation		
E	**ISO Notifications**		
1	Security Compliance Notification		
2	Notification of Changes to Solution		
3	Notification of Breach		
4	Project Security Approvals		
5	Application Security Approvals		

Attachment: 16-123 Desert Healthcare_SNAP-Ed_Attachment 3 (ISS req for proj) (2706 : 16-123 Desert Healthcare District_SNAP-Ed)

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

Item **3.20**

SUBMITTAL DATE: October 17, 2016

FROM : RUHS-PUBLIC HEALTH:

SUBJECT: Approval of Agreement #16-126 between Jurupa Unified School District and the County of Riverside Department of Public Health for Supplemental, Nutrition Assistance Program Education, without seeking competitive bids, for the period of October 1, 2016 through September 30, 2019. District 2. [$66,000] 100% Federal Funds.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and execute Agreement #16-126 with Jurupa Unified School District (JUSD) for Supplemental, Nutrition Assistance Program Education (SNAP-Ed), without seeking competitive bids, in the amount of $66,000 for the period of October 1, 2016 through September 30, 2019, and
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved by County Counsel to: sign amendments that do not change the substantive terms of the agreement and sign amendments to the compensation provisions that do not exceed 10% annually.

Consent

Sarah S Mack
Sarah S Mack, Director of Public Health 10/17/2016

BACKGROUND:
Summary
(Continued on page 2)

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	$18,000	$22,500	$66,000	$0
NET COUNTY COST	$0	$0	$0	$0
SOURCE OF FUNDS: 100% Federal Funds			**Budget Adjustment:** No	
			For Fiscal Year: 16/17-19/20	

C.E.O. RECOMMENDATION: APPROVE

BACKGROUND:
Summary (continued)

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

The County of Riverside Department of Public Health, Nutrition and Health Promotion Branch is a continuing contractor participating in a multi-year contract with the California Nutrition Education and Obesity Prevention program (Agreement # 16-10146). The California Department of Public Health, Nutrition Education and Obesity Prevention Branch (NEOPB) represents a statewide movement of local, state and national partners collectively working toward improving the health status of low-income population through increased fruit and vegetable consumption and daily physical activity. Multiple venues are used to facilitate behavior change in the homes, school, worksites, and communities of low-income population to create environments that support fruit and vegetable consumption and physical activity. NEOPB funds must be spent on qualifying nutrition and physical programs in Riverside County through partnerships and coalitions to promote nutrition and physical activity. The target population for this program is eligible for participation in the Supplemental Nutrition Assistance Program Education (SNAP-Ed).

JUSD will collaborate and partner with the County of Riverside in the promotion of health and nutrition in Supplemental Nutrition Assistance Program Education (SNAP-Ed) eligible populations in Riverside County, as part of the NEOP project.

Impact on Residents and Businesses

Based on qualifying areas within the County of Riverside, SNAP-Ed eligible population will be targeted to increase the consumption of healthy foods and beverages, reduce consumption of less healthy foods and beverages and to increase physical activity as part of the NEOPB grant.

SUPPLEMENTAL:

Additional Fiscal Information

The NEOP grant received 100% of its funding from the State as a pass through from the Federal government. The NEOP program year is based on federal fiscal year (October 1, 2016 – September 30, 2019).

The table below outlines how the funds are distributed over the three year term of the agreement. Funding allocation for the county fiscal years is as follows:

Federal and County Fiscal Year Budget Comparison Table					
County Fiscal Year (FY)	07/01/2016 - 06/30/2017	07/01/2017 - 06/30/2018	07/01/2018 - 06/30/2019	07/01/2019 - 06/30/2020	**Total 3 Years Contract**
JUSD	$18,000	$22,500	$20,500	$5,000	**$66,000**
Federal Fiscal Year (FFY)	10/01/2016 - 09/30/2017	10/01/2017 - 09/30/2018	10/01/2018 - 09/30/2019	10/01/2019 - 09/30/2020	
Contract Total	$ 24,000	$ 22,000	$ 20,000	-	**$66,000**

Contract History and Price Reasonableness

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

JUSD has been invited and selected as a sole source to participate in the NEOPB grant based on meeting qualifying criteria dictated by State.

Teresa Summers
Teresa Summers, Assistant Director of Purchasing 10/18/2016

Riverside University HEALTH SYSTEM
Public Health

Date: August 1, 2016

From: Sarah S. Mack, Director of Riverside University Health System – Public Health

To: Board of Supervisors

Via: Purchasing Agent

Subject: Sole Source Procurement; Request for Jurupa Unified School District, without seeking competitive bids, to provide nutritional education and obesity prevention activities and interventions for low-in-come.

The below information is provided in support of my Department requesting approval for a sole source.

1. **Supplier being requested:** Jurupa Unified School District
2. **Vendor ID:** 0000028767
3. **Supply/Service being requested:** Provide Supplemental Nutrition Assistance Program – Education (SNAP-Ed) allowable nutrition education and obesity prevention (NEOP) activities and interventions for low-income Californians. The focus of SNAP-Ed is health promotion to help the SNAP-Ed target audience establish healthy eating habits and a physically active lifestyle and for primary prevention of diseases to help the target audience who have risk factors for nutrition related chronic diseases, such as obesity, prevent and postpone the onset of disease by establishing healthier eating habits and being more physically active.
4. **Alternative suppliers that can or might be able to provide supply/service and extent of market search conducted:** None. All the schools in the city of Jurupa Valley reside within the Jurupa Unified School District (JUSD) boundary.

   The Jurupa Valley community was selected to participate in the Nutrition Education and Obesity Prevention Local Health Department SNAP-Ed grant. Selection was based on meeting qualifying criteria dictated by State Network Local Health Department. Due to limited funding, only the top four ranking cities/communities were selected for funding.

   Research was conducted using the internet, the Nutrition Education and Obesity Prevention Branch Geographic Information System Map Viewer and the California Department of Education Free and Reduced Priced Meal Data (FRPM) to identify eligible schools with 50% or more FRPM participation, commitment to healthy eating active schools and previous experience with the Nutrition Education and Obesity Prevention grant.

Sarah S. Mack, M.P.H., Director Cameron Kaiser, M.D., Public Health Officer

4065 County Circle Drive, Riverside, Ca. 92503 / 951.358.7036/ www.rivcoph.org

Attachment: 16-126 JUSD_SNAP-Ed_SSJ #17-126 approved (2705 : 16-126 Jurupa Unified School District_SNAP-Ed)

Riverside University HEALTH SYSTEM
Public Health

5. **Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide:** Boundaries of the JUSD geographic area cannot be provided by another school district. City of Jurupa was designated as a NEOP city for funding 2012-2016 and approved by California Department of Public Health (CDPH) as well as United States Department of Agriculture (USDA). CDPH and USDA have approved another three (3) year work plan for City of Jurua and JUSD. A change in the USDA work plan would create a minimum 6 month delay in implementing and returning 50% of allocated funds to Riverside County NEOP.

6. **Reasons why my department requires these unique features and what benefit will accrue to the county:** JUSD has jurisdiction over the qualifying schools and will work together with the County of Riverside and a NEOP funded community based organization to facilitate implementation of policy, systems and environmental changes in support of healthy eating, active schools in the Jurupa Valley community.

7. **Period of Performance:** From: October 1, 2016 to September 30, 2019
(3 years)

Is this an annually renewable contract? ■ No ☐ Yes
Is this a fixed-term agreement? ☐ No ■ Yes

8. **Identify all costs for this requested purchase. If approval is for multiple years, ongoing costs must be identified below.**

Description:	FY17	FY18	FY19	Total
Staffing/Benefits	$ 22,556.00	$ 20,588.32	$ 18,611.92	$ 61,756.24
Non-Capital Equipment/Supplies	$ 32.00	$ 33.33	$ 34.00	$ 99.33
Materials	$ 52.00	$ 53.50	$ 55.20	$ 160.70
Travel	$ 805.00	$ 803.97	$ 828.00	$ 2,436.97
Building/Space	$ -	$ -	$ -	$ -
Maintenance	$ -	$ -	$ -	$ -
Equipment and Other Capital Expenditures	$ -	$ -	$ -	$ -
Contracts/Sub-Grants/Agreements	$ -	$ -	$ -	$ -
Indirect Costs	$ 555.00	$ 520.88	$ 470.88	$ 1,546.77
Total Costs	**$ 24,000.00**	**$ 22,000.00**	**$ 20,000.00**	**$ 66,000.00**

Form # 116-333 rev 7/23/15

Attachment: 16-126 JUSD_SNAP-Ed_SSJ #17-126 approved (2705 : 16-126 Jurupa Unified School District_SNAP-Ed)

Riverside University HEALTH SYSTEM
Public Health

9. **Price Reasonableness:** This is 100% grant funded by the California Department of Public Health, Nutrition Education and Obesity Prevention Branch (NEOPB). JUSD is a subcontractor to be funded $66,000 based on the level of services indicated in the Integrated Work Plan / Scope of Work specified by our funding agreement with California NEOPB. Pricing is based on similar agreements with similar level of services and Integrated Work Plan / Scope of Work.

10. **Projected Board of Supervisor Date (if applicable):**

Sarah L Mack	SARAH S. MACK	9/7/16
Department Head Signature (or designee)	Print Name	Date

Purchasing Department Comments:

(Approve) Approve with Condition/s Disapprove

Not to exceed: $ 66,000 One time ~~Annual~~ Amount through 6/30/16 (Date)

[signature]	10/12/16	17-126
Purchasing Agent	**Date**	**Approval Number** (Reference on Purchasing Documents)

List Attachments:
Agreement #16-126
Form 11

Form # 116-333 rev 7/23/15

Attachment: 16-126 JUSD_SNAP-Ed_SSJ #17-126 approved (2705 : 16-126 Jurupa Unified School District_SNAP-Ed)

Agreement

This is a Subcontracting Agreement of the California Supplemental Nutrition Assistance Program Education (SNAP-Ed) Plan of the California Department of Public Health, the California Department of Social Services and the United States Department of Agriculture

between

COUNTY OF RIVERSIDE

and

JURUPA UNIFIED SCHOOL DISTRICT

I. Purpose and Scope.

The purpose of this subcontract agreement, hereinafter referred to as "subcontract" or "agreement," is to clearly identify the roles and responsibilities of each party as they relate to providing nutrition education to Californians participating or eligible to participate in the CalFresh, previously known as the Food Stamp Program in California.[1] California's Supplemental Nutrition Assistance Program Education (SNAP-Ed) is funded federally by the United States Department of Agriculture (USDA) and administered at the state level by the California Department of Social Services (CDSS) and the California Department of Public Health's (CDPH's) *Nutrition Education and Obesity Prevention Branch (NEOPB).*

The SNAP-Ed program is intended to provide nutrition education to low-income households. To support this goal, County of Riverside Department of Public Health, hereinafter referred to as "COUNTY" or "Grantee", and Jurupa Unified School District, hereinafter referred to as "DISTRICT" or "Sub-grantee", will conduct nutrition education interventions to eligible families as described in their respective Scope of Work/Deliverables. Allowable services are outlined in the USDA SNAP-Ed Plan Guidance located at the following link:

http://snap.nal.usda.gov/national-snap-ed/snap-ed-plan-guidance-and-templates

Both COUNTY and DISTRICT should ensure that program activities are conducted in compliance with all applicable Federal laws, rules, and regulations including Civil Rights and Office of Management and Budget (OMB) circulars governing cost issues.

II. Period of Performance.

The term of this agreement is the period within which the project responsibilities of this agreement shall be performed. The term commences October 1, 2016 and terminates September 30, 2019.

Attachment: 16-126 JUSD_SNAP-Ed_agreement partially signed (2705 : 16-126 Jurupa Unified School District_SNAP-Ed)

III. Compensation.

In consideration of services provided by COUNTY, DISTRICT shall receive compensation for services set forth in Exhibit A, INTEGRATED WORK PLAN/SCOPE OF WORK, and Exhibit B, BUDGET, not to exceed sixty-six thousand dollars ($66,000) including all expenses.

IV. COUNTY Responsibilities.

COUNTY shall undertake the following activities during the duration of the agreement term:

1. Ensure adherence of DISTRICT to applicable federal and state laws and regulations and program guidelines.

2. Review and approve all documentation evidencing DISTRICT's performance of services as set forth in the Integrated Work Plan/Scope of Work, attached hereto as Exhibit A, and monitor DISTRICT compliance with the agreement.

3. Provide training and technical assistance to DISTRICT on promising practices and fiscal and programmatic rules and regulations.

4. Promptly reimburse allowable expenses according to the terms and conditions set forth in this agreement according to the following:

    a. The COUNTY standard payment default terms of 30 days after the submission of the monthly Federal Share invoices to COUNTY.

5. Ensure that DISTRICT's Integrated Work Plan/Scope of Work activities do not supplant existing SNAP-Ed efforts or funding.

6. Review DISTRICT's audit report and, within six months of receipt, issue a management decision on any audit findings. COUNTY will also ensure that DISTRICT takes appropriate and timely corrective action to remain in compliance with federal regulations.

V. DISTRICT Responsibilities.

DISTRICT shall undertake the following activities during the duration of the agreement term:

1. Support and facilitate nutrition education services as outlined in the approved Integrated Work Plan/Scope of Work, attached hereto as Exhibit A, and Budget attached hereto as Exhibit B. Services shall be provided to SNAP eligible participants and potential SNAP eligible participants who have incomes at or below 185% of the federal poverty level (FPL). DISTRICT will be required to designate the sites where services will be provided to ensure the target population is being reached. Site approval must be obtained before services begin. The methods used to qualify the proposed sites include:

Attachment: 16-126 JUSD_SNAP-Ed_agreement partially signed (2705 : 16-126 Jurupa Unified School District_SNAP-Ed)

a. School sites within DISTRICT and at least 50% of the students receiving free or reduced price meals.

2. Ensure that Federal Share is not used to supplant existing SNAP-Ed funds or activities.

3. Follow all relevant laws and regulations regarding documentation, reporting, use, etc. of these federal funds in accordance with OMB circulars A-122 and A-133 (for non-profits) or OMB circulars A-87 and A-133 (for State, Local, and Indian Tribal Governments) or OMB circulars A-21 (for Educational Institutions).
http://www.whitehouse.gov/omb/circulars/

4. Furnish project management, contract administration and fiscal control services, including but not limited to:

a. Adherence to the approved Integrated Scope of Work and Budget attached.

b. Return of this agreement, with the required signatures, within 30 days of its receipt.

c. Preparation and submission of approved monthly time log forms for each employee charging personnel costs to the program.

d. Preparation and submission of monthly Federal Share invoices to COUNTY according to the following :

1) Monthly Invoices Due Dates:
DISTRICT shall submit monthly invoices by the 25th of the following month to pay prior monthly expenditures.

2) Invoices shall be submitted or emailed to:

County of Riverside Department of Public Health
Nutrition Services Branch - Attn: Lisa Lin
4210 Riverwalk Parkway, Suite # 400
Riverside, CA 92505
llin@rivcocha.org

e. Sub-grantee is required to separate, batch and label each set of documentation according to one of the nine line items to which the expense is billed. Batch, attach vendor invoices, bills, receipts for all purchases and label the documentation according to the following line items:

1) Personnel Salaries
2) Fringe Benefits
3) Operating Expenses
4) Equipment Expenses – Not applicable

Attachment: 16-126 JUSD_SNAP-Ed_agreement partially signed (2705 : 16-126 Jurupa Unified School District_SNAP-Ed)

5) Travel and Per Diem
6) Subcontracts – Not applicable
7) Other Costs
8) Indirect Costs

f. Sub-grantee is required to sign and submit a copy of the fully executed sub-grant agreement and/or consultant agreement to COUNTY.

The following key elements must be included in the sub-grant agreements:
1) Name of the parties entering into the agreement.
2) Terms of the agreement.
3) Scope of services or work to be completed, attached here as Exhibit A.
4) Maximum amount payable.
5) Cancellation clause.
6) Record retention clause
7) Copy of the CDPH - Special Terms and Conditions Exhibit D(F), attached hereto as Attachment 1.
8) Information confidentiality and security requirements, attached hereto as Attachment 2.
9) Information systems security requirements for projects, attached hereto as Attachment 3.

g. Comply with all requests from COUNTY including programmatic and fiscal onsite or desk reviews. Upon request, provide documentation to the COUNTY and follow protocols to ensure compliance with requirements.

h. Preparation and submission of On-line Activity Tracking Form (ATF) and Progress Reports as follows:

1) See attached Scope of Work - Exhibit A
2) Activities must be logged by the 7th of the following month to track prior month's activities.
3) Semi-annual progress reports will be due early April, date TBD.
4) Annual progress report will be due early October, date TBD.

i. Participation in all mandatory trainings and meetings as requested by COUNTY.

j. DISTRICT agrees to maintain and preserve files relevant to this agreement, until three years after termination of and final payment is received from the NEOPB to the Grantee. In addition, permit the NEOPB , CDPH, CDSS, USDA or any duly authorized to have access to, examine or audit any pertinent books, documents, papers and fiscal records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records. Any costs that cannot be substantiated by source documentation may be disallowed.

Attachment: 16-126 JUSD_SNAP-Ed_agreement partially signed (2705 : 16-126 Jurupa Unified School District_SNAP-Ed)

k. Return any funds necessary to repay USDA for any federal audit exceptions in which DISTRICT has not complied with the requirements of this agreement and applicable state and federal regulations.

l. Submission of a copy of audited financial statements to COUNTY nine months after the year end. DISTRICT agrees to provide access to auditors to determine compliance with federal regulations.

VI. Documentation Approval and Acknowledgements.

COUNTY and DISTRICT agree that documents prepared by organizations using CDPH funding for external release, in print or other media, or via the Internet, must undergo appropriate review and approval prior to release. Documents prepared by CDPH contractors and subcontractors and intended for publication and distribution by an entity outside of CDPH must receive the necessary departmental approvals prior to publishing or distribution. Concurrent submission to the internal and external review processes is not permitted. Reviews may take up to thirty (30) working days. CDPH has identified the following category of documents intended for external release applicable to nutrition education:

Health Education/Communication

- One time, periodic, or occasional
- Provides factual information to the public or target audience to prevent disease or improve health status
- Conveys a specific public health message to a select target audience about a specific public health problem or program

Examples:

- Brochure
- Fact sheet
- Media campaigns and advertisements
- Newsletter
- Fotonovela
- Press release or other press materials
- Public Service Announcement
- Social Networking – Facebook, Twitter, etc.

Materials, whether newly developed or reprinted, must include an appropriate acknowledgement/funding statement.

See the *NEOPB Branding Guidelines Manual* at:
http://www.cachampionsforchange.cdph.ca.gov/Library/networkbrandhome.php

for information on approved acknowledgement/funding statements and which types of materials should carry which version of the statement. For materials not listed, contact COUNTY for guidance on which statement is appropriate.

Attachment: 16-126 JUSD_SNAP-Ed_agreement partially signed (2705 : 16-126 Jurupa Unified School District_SNAP-Ed)

Whenever possible, the *NEOPB* logo should be displayed prominently on all materials produced with *NEOPB* funds. This includes flyers, Web pages, PowerPoint presentations, printed publications, or any other documents. *NEOPB* logos are available in English, Spanish, black and white, color, and in different electronic file formats online in the *Resource Library* http://cdph.ca.gov/programs/cpns/RL/Pages/default.aspx

Additional Provisions links:

Fiscal and Administrative Guidelines
http://www.cdph.ca.gov/programs/cpns/Pages/FiscalandADministrativeGuidelinesManual.aspx

NEOPB Program Letters and any revisions
http://www.cdph.ca.gov/programs/cpns/Pages/ProgramLetters.aspx

United States Department of Agriculture, Supplemental Nutrition Assistance Program Education (SNAP-Ed) Plan Guidance
http://snap.nal.usda.gov/snap/Guidance/FinalFY2015SNAP-EdGuidance.pdf

VII. Terms and Conditions.

1. Hold Harmless/Indemnification.

   Each party agrees to indemnify, defend, and hold harmless the other party and its officers, directors, trustees, employees, agents (together "Employees and Agents") from any claim, liability or loss, including reasonable attorneys' fees arising out of or resulting from the acts or omissions of the indemnifying party or any of its Employees or Agents in connection with this Agreement, excepting only loss, injury or damage caused by the sole negligence of willful misconduct of the non-indemnifying party's Employees and Agents. Each party shall notify the other party immediately in writing of any claim of injury or damage related to activities performed pursuant to this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities of this Agreement, provided that nothing shall require either party to disclose any documents, records or communications that are protected under the peer review privilege, the attorney-client privilege or the attorney work-product privilege. The provisions of this section shall survive the termination of this Agreement.

2. Liability Insurance.

   Without limiting or diminishing the DISTRICT'S obligation to indemnify or hold the COUNTY harmless, DISTRICT shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement:

   a. Workers' Compensation:
      If the DISTRICT has employees as defined by the State of California, the DISTRICT shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include

Attachment: 16-126 JUSD_SNAP-Ed_agreement partially signed (2705 : 16-126 Jurupa Unified School District_SNAP-Ed)

Employers' Liability (Coverage B) including Occupational Disease with limits not less than one million dollars $1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

b. Commercial General Liability:
Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury covering claims which may arise from or out of DISTRICT'S performance of its obligations hereunder. Policy shall name all agencies, districts, special districts, and departments of the COUNTY of Riverside, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insured's. Policy's limit of liability shall not be less than one million dollars $1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

c. Vehicle Liability:
If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then DISTRICT shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than one million dollars $1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the County of Riverside, its agencies, districts, Special districts, and departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insured's.

d. General Insurance Provisions - All lines:
   1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the 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 DISTRICT must declare its insurance self-insured retentions. If such self-insured retentions exceed five hundred, thousand $500,000 per occurrence such retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self insured retention unacceptable to the COUNTY, and at the election of the Country's Risk Manager, DISTRICT'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.

Attachment: 16-126 JUSD_SNAP-Ed_agreement partially signed (2705 : 16-126 Jurupa Unified School District_SNAP-Ed)

3) DISTRICT shall cause DISTRICT'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, or 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. DISTRICT *shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsement or policy of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.*

4) It is understood and agreed to by the parties hereto and the insurance company(s), that the Certificate(s) of insurance and policies shall so covenant and shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) The COUNTY'S Reserved Rights –Insurance. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work (such as the use of aircraft or watercraft) the COUNTY reserves the right to adjust the type of insurance required herein, if; in the COUNTY Risk Manager's reasonable judgment the amount or type of insurance carried by the DISTRICT has become inadequate

6) DISTRICT 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.

3. License.

a. DISTRICT shall, through the term of this Agreement, maintain all licenses necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, County of Riverside, and all other governmental agencies. DISTRICT shall notify COUNTY immediately, in

Attachment: 16-126 JUSD_SNAP-Ed_agreement partially signed (2705 : 16-126 Jurupa Unified School District_SNAP-Ed)

writing, of inability to obtain or maintain such license. Said inability shall be cause for termination of this Agreement.

b. DISTRICT shall ensure that DISTRICT'S employees, agents and other subcontractor's performing services under the terms of this Agreement are in compliance with all relative licensing requirements. DISTRICT hereby agrees to notify COUNTY immediately, in writing, of inability of DISTRICT or any of DISTRICT'S employees, agents and other subcontractors, to obtain or maintain such license(s). Said inability shall be cause for termination of this Agreement.

c. A copy of each such license, permit, approval, waiver, exemption, registration, accreditation, and certificate shall be provided to COUNTY.

4. Nondiscrimination and Eligibility.

DISTRICT shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel, on the basis of ethnic group identification, race, color, creed, ancestry, religion, national origin, physical handicap, medical condition, 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 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. §1210 et. Seq.) and all other applicable laws or regulations.

5. Conflict of Interest.

DISTRICT and DISTRICT'S employees shall have no interest, and shall not acquire any interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this Agreement

VIII. Special Terms and Conditions.

COUNTY and DISTRICT shall follow all relevant and applicable regulations as specified in the CDPH "Special Terms and Conditions", also known as Exhibit D(F), attached hereto as Attachment 1. These may include, but are not limited to:

1. Travel and Per Diem Reimbursement – unless otherwise specified, Party A and Party B will be reimbursed for travel and per diem expenses at rates established by the California Department of Personnel Administration.

2. Subcontract Requirements – Not Applicable.

3. Lobbying Restrictions – for contracts and subcontracts that equal or exceed $100,000 in Federal Share.

4. Intellectual Property Rights – except where CDPH has agreed in a signed writing to accept a license, CDPH shall be and remain without additional compensation, the

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sole owner of any and all rights, title and interest in all Intellectual Property which result directly or indirectly from this Agreement.

IX. Funding.

1. Federal Share SNAP-Ed funding shall not be used to supplant existing nutrition education funds or activities during the term of the contract.

2. DISTRICT shall provide Federal Share budget documentation as requested by USDA, CDSS, CDPH or COUNTY.

3. Program activities shall not supplant existing nutrition education programs, and where operating in conjunction with existing programs, enhance and supplement them.

4. Funding for each federal fiscal year is subject to approval by USDA. If full funding does not become available, CDPH will amend, reduce or cancel the resulting agreement. Continuation of services beyond the first fiscal year is subject to COUNTY and DISTRICT continued successful performance.

X. Modification and Termination.

1. This agreement may be cancelled or terminated without cause by either party by giving (30) calendar days advance written notice to the other party. Such notification shall state the effective date of termination or cancellation and include any final performance and/or payment invoicing instructions/requirements.

2. Any and all amendments must be made in writing and must be agreed to and executed by the parties before becoming effective.

3. It is mutually agreed that if the Federal Budget of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State and COUNTY shall have no liability to pay any funds whatsoever to DISTRICT; and DISTRICT shall not be obligated to perform any provisions of this Agreement for which they are not reimbursed.

4. If funding for any fiscal year is reduced or deleted by the Federal Budget for purposes of this program, the State and COUNTY shall have the option to either cancel this Agreement with no liability occurring to the State or COUNTY, or offer an agreement amendment to DISTRICT to reflect the reduced agreement.

XI. Notices.

Any notices required to be given under this agreement shall be given by regular mail, postage prepaid, addressed as follows:

Attachment: 16-126 JUSD_SNAP-Ed_agreement partially signed (2705 : 16-126 Jurupa Unified School District_SNAP-Ed)

COUNTY:
Riverside County Department of Public Health
Procurement and Logistics
4065 County Circle Drive
Riverside, California 92503

DISTRICT:
Jurupa Unified School District
4850 Pedley Road
Jurupa Valley, CA 92509

and a copy to:
Riverside County Department of Public Health
Nutrition Services Branch
4210 Riverwalk Parkway, Suite #400
Riverside, California 92505

Or to such other address (es) as the Parties may hereafter designate.

XII. Effective Date and Signature.

This agreement shall be effective upon the signature of COUNTY and DISTRICT authorized officials. It shall be in force from October 1, 2016 to September 30, 2019. COUNTY and DISTRICT indicate agreement with their signatures.

COUNTY	DISTRICT
John J. Benoit, Chairman of the Board of Supervisors	Jeffrey Lewis, Director Centralized Support Services
Print Name	Print Name
	October 4, 2016
Date	Date

ATTEST:

By_____
Kecia Harper-Ihem, Clerk

FORM APPROVED COUNTY COUNSEL
BY: NEAL R. KIPNIS DATE 10/11/16

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EXHIBIT A
#16-126

CHAMPIONS for CHANGE™

Riverside University HEALTH SYSTEM Public Health

Riverside County

FFY17-FFY19 Nutrition Education and Obesity Prevention (NEOP) grant

Integrated Work Plan

JURUPA UNIFIED SCHOOL DISTRICT

This material was produced by the California Department of Public Health's Nutrition Education and Obesity Prevention Branch with funding from USDA SNAP-Ed, known in California as CalFresh. These institutions are equal opportunity providers and employers. CalFresh provides assistance to low-income households and can help buy nutritious food for better health. For CalFresh information, call 1-877-847-3663. For important nutrition information, visit www.CaChampionsForChange.net.

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Subcontracting SNAP-Ed / NEOP FFY17-19 Funds

Objective

Award NEOP funding to local communities to work with CalFresh participants and those eligible for CalFresh to improve the nutrition related environment in their communities.

Goal:

By FFY19, NEOP funded cities and communities will have implemented Policy, Systems and Environmental Changes within their communities to build sustainability of healthy eating active living norms.

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NEOP Objectives

1. Increase Consumption and Access to Healthy Foods - Fruits and Vegetables
2. Increase Consumption and Access to Healthy Beverages and Reduced Consumption of Unhealthy Beverages
3. Increase Physical Activity (PA) and Reduce Sedentary Behavior
4. Implement Environmental Supports for Nutrition Education (Policy, Systems and Environmental Changes - PSE)



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JUSD

(to serve Jurupa Valley Community)

Total Population 98,842	
% Population (≤185% FPL) (low income)	15,617 (15.8%)
SNAP-Eligible Schools	JUSD 23/25 23 schools (14,865)

Data Sources: 2014 US Census Information, 2009-2013 American Communities Survey, California Department of Education- FRPM data



Map of City Boundary (Pink) and Schools (Flags)

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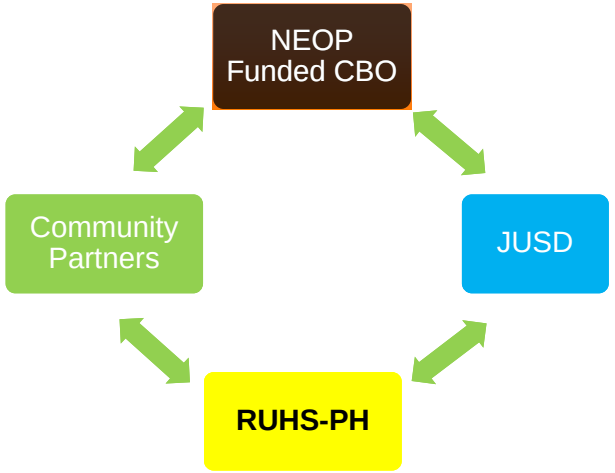
Continuing the Local movement towards Healthier Communities and Schools through Policy, Systems and Environmental Change

JUSD continues to show

- Interest in Healthy Eating Active Living
- Ability to build capacity in low income neighborhoods

JUSD continues to partner with community based organizations for healthy behavior change in schools



Working Together for Healthy Families



3-year NEOP Funding Opportunity

City/ Community	FFY16/17	FFY17/18	FFY18/19	TOTAL
JUSD	$24,000	$22,000	$20,000	$66,000

NEOP funding is targeted towards CalFresh eligible families in the Jurupa Unified School District. Annual amounts may be higher if RUHS-PH receives carry-in funds. Amount of carry-in funds, if any, is not known at this time.

(Availability of funds contingent upon federal funds granted to RUHS-PH)

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Funding levels based on various factors:



- # and % of school free and reduced price meals
- # and % of low-income residents



- Presence of SNAP-Ed services from other agencies



- Dashboard data (Spending history)
- Activity Tracking Form (ATF) reports



- Declines in Federal SNAP-Ed funding

Additional funds for subcontracting may be available each contract year if:

RUHS-PH spends out the majority of their annual allocation, making them eligible for carry-in funds. Carry-in funds are estimated at 3-8%, if available.

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JUSD Funding Requirements

- No subcontracting allowed.
- JUSD must partner with NEOP funded community based organization to provide services to eligible schools to reach students and their families with nutrition education and physical activity promotion, primarily through direct education
- JUSD is expected to work closely with the NEOP funded community based organization on a PSE category and will meet with community based organization and LHD staff to document PSE work.
- Must monitor their monthly dashboards to ensure they are on track in expensing out at least 90% of their total funding allocation.

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NEOP Reporting Requirements

Annually, JUSD will be required to submit the following:



- Semi-Annual Progress Reports * (Due early April, date TBD)
- Annual Progress Report (Due early October, date TBD)
- Online Activity Tracking Form (ATF)
  (Updated monthly, by the 7th of each month for previous months activities)
- Policy, System, and Environmental (PSE) Evaluation Reporting Form (Quarterly)
- Invoices (Due monthly, by the 25th of each month for the previous month's expenditures. September invoice may be due earlier than the 25th, date TBD)

*** Previously progress reports were required quarterly.**

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JUSD's Responsibilities

- Must comply with all NEOPB and USDA rules, regulations and grant exhibits, and ensure subcontractor compliance.
- Must respond to RUHS-PH request for information and provide all requested documentation.
- Must complete and submit timely reports and invoices.
- Must prepare for any RUHS-PH, NEOPB and/or USDA site visits, as requested.
- Required to demonstrate compliance with Federal Civil Rights requirements and Non-Disparagement Certification.
- Must follow record retention requirements pertaining to the grant for a minimum of three years after the end of the grant term in case of a State or Federal review/audit.

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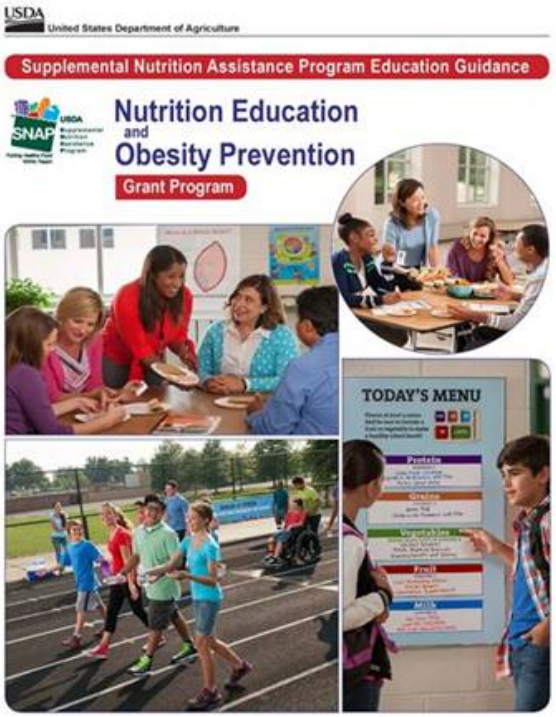
SNAP-Ed NEOP Guidance



All interventions and activities funded through the NEOP grant must conform to the guidelines set forth in the USDA Supplemental Nutrition Assistance Program Plan Guidance requirements.

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NEOP Portfolio Settings

CORE & SECONDARY SETTINGS				COMPLIMENTARY SETTINGS ONLY (Work should be done in places that support/target same population as Core Settings)	
LIVE [Public shelters, places of worship, community organization services (or other community or neighborhood settings where people "live").]	**LEARN** [Child care, head start, early care and education, schools, after-school]	**SHOP** [Farmers markets, grocery stores, food retailers, food pantries, stores (or other places where people "shop" for food).]	**WORK** [Worksites with low-wage workers, job training programs, TANF worksites (or other places where people go to "work").]	**PLAY** [Parks and recreation, YMCA, county fairs, Boys and Girls clubs, bicycle and walking paths (or other places where people go to "play")	**EAT** [Restaurants, mobile vending/food trucks, congregate meal sites (or other places where people primarily go to "eat".]
Portfolio 1	**Portfolio 2**	**Portfolio 3**	**Portfolio 4**		

Intended Audience:

Learn 2A: Age 0-5 years
Learn 2B: Age 6-17 years

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Integrated Work Plan (Activity / Portfolio / Reach)

Activity	Portfolio	Minimum Reach (SNAP-Ed eligible)
Facilitate Direct Education (Classes) • Nutrition Education and Physical Activity Promotion classes	Learn 2B	No reach numbers expected.
Facilitate Indirect Education a) Events b) Posters and Brochures	Learn 2B	No reach numbers expected.
Policy, Systems and Environmental (PSE) Change • Up to two PSE efforts can be selected *PSE selected to be mutually agreed upon between JUSD and RUHS-PH*	Learn 2B	*Reach goal dependent on PSE selected and is expected to increase annually.*
Facilitate Impact / Outcome Evaluation (IOE) project • Intervention with Control group (Annually, increase rigor)	Learn 2B	No reach numbers expected.

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Integrated Work Plan (Activity / Portfolio / Reach)

Activity	Portfolio	Minimum Reach (SNAP-Ed eligible)
Public Relations / Social Media Efforts Promote NEOP activities and events being offered in the community and schools through media outlets • Notify eligible individuals to the maximum extent possible of the availability of SNAP-Ed activities in their local community and schools.	Learn 2B	No expected reach numbers. Document PR and notification efforts ATF.
Participate in Collaborative Meetings Such as; County Nutrition Action Plan, Riverside County Health Coalition, Healthy Jurupa Valley Collaborative, Local School Wellness Committee meetings, etc.	Learn 2B	Attend CNAP and Riverside County Health Coalition meetings

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Supplemental Nutrition Assistance Program Education (SNAP-Ed)

Three-Year
Integrated Work Plan
FFY 2017–2019

Jurupa Unified School District
#16-126

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SECTION A: OVERVIEW

1. **SNAP-Ed Implementing Agency (counterpart local agency) Names**

	California Department of Social Services: CDSS: (County Welfare Departments: CWD)
X	University of California: UC CalFresh UCCE: UC Cooperative Extension: UC CalFresh (UCCE)
X	California Department of Public Health: CDPH: County of Riverside, Department of Public Health (DOPH) ***(Local Health Department [LHD} subcontractor: Jurupa Unified School District [JUSD])***
X	California Department of Aging: CDA: County of Riverside, Office on Aging PSA21 (AAA)
X	Catholic Charities of California: CCC: Catholic Charities of San Bernardino & Riverside Counties (CCC)

2. **State Level Goals and Objectives**

Overall State Level Goal and Focus

The California SNAP-Ed goal is to improve the likelihood that persons eligible for SNAP-Ed will make healthy food and physical activity choices within a limited budget consistent with the current *Dietary Guidelines for Americans* and *Physical Activity Guidelines for Americans*.
California SNAP-Ed focuses on preventing nutrition and activity-related chronic diseases and improving food security among persons eligible for SNAP-Ed by:

- Providing information and education to promote food resource management, healthy eating, and a physically active lifestyle, and
- Creating supportive food and activity environments in collaboration with community partners in order to make healthy choices easier where people eat, live, learn, work, play, and shop.

Behavioral Outcomes

Goal 1: Increase Consumption of Healthy Foods and Beverages and Decrease Consumption of Unhealthy Foods and Beverages

- **Objective 1a:** Annually improve the dietary quality of meals and snacks consumed by the SNAP-Ed eligible population consistent with the current *Dietary Guidelines for Americans*.
- **Objective 1b:** Annually increase consumption of fruits and vegetables among the SNAP-Ed eligible population.
- **Objective 1c:** Annually decrease consumption of added sugar from food and beverages among the SNAP-Ed eligible population.

Goal 2: Increase Physical Activity

- **Objective 2:** Annually increase physical activity among the SNAP-Ed eligible population consistent with the current *Physical Activity Guidelines for Americans*.

Goal 3: Improve Food Resource Management

- **Objective 3a:** Annually improve resource management behaviors [1] among the SNAP-Ed eligible population.
- **Objective 3b:** Annually increase food security [2] among the SNAP-Ed eligible population.

Physical & Social Environment Outcomes

Goal 4: Increase access to and/or appeal [3] of healthy dietary choices and decrease access to and/or appeal of unhealthy dietary choices where people eat, live, learn, work, play, or shop.

- **Objective 4a:** Annually improve [4] food environments at SNAP-Ed eligible sites.
- **Objective 4b:** Annually improve the proportion of healthy to unhealthy food environments in SNAP-Ed eligible communities.

Goal 5: Increase access to and/or appeal [3] of physical activity opportunities for SNAP-Ed eligible populations.

- **Objective 5a:** Annually improve [4] environments and opportunities for physical activity at SNAP- Ed eligible sites.
- **Objective 5b:** Annually increase physical activity opportunities and improved environments community-wide in SNAP-Ed eligible communities.

[1] Behaviors, such as reading labels, shopping with a list and comparing prices to maximize use of limited resources to support a healthy diet.
[2] Defined as not running out of food at the end of the month.
[3] Defined as availability, affordability, appropriateness to priority population, variety, quality, and marketing strategies such as placement, point of decision prompts, healthy defaults, and promotion.
[4] Defined as a combination of introducing healthy changes at new sites and deepening or maintaining changes at existing sites.

3. **Jurisdiction Description**

Intentionally omitted, for the complete jurisdiction description, refer to County of Riverside Department of Public Health Integrated Work Plan.

4. **Community Assessment**

Intentionally omitted, for the complete community assessment, refer to County of Riverside Department of Public Health Integrated Work Plan.

5. **Community Change Goals**

Intentionally omitted, for the complete community change goals, refer to County of Riverside Department of Public Health Integrated Work Plan.

6. **Partnerships and Collaborative Efforts [County Nutrition Action Plan (CNAP) Partners or Comparable]**

Intentionally omitted, for the complete partnerships and collaborative efforts, refer to County of Riverside Department of Public Health Integrated Work Plan.

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7. **Key Messages (X all that apply).**

Intentionally omitted, for complete key messages, refer to County of Riverside Department of Public Health Integrated Work Plan.

8. **Educational Materials, Resources and Curriculum**

All educational materials, resources and curriculum selected for Riverside County's FFY17-FFY19 work plan come from the California SNAP-Ed Integrated Curricula List and/or the SNAP-Ed Strategies and Interventions: An Obesity Prevention Toolkit for States, available at: https://snaped.fns.usda.gov/snap/SNAP-EdInterventionsToolkit.pdf.

9. **Intervention and Evaluation Plan Narrative Summary**

Intentionally omitted, for the complete intervention and evaluation plan narrative summary, refer to County of Riverside Department of Public Health Integrated Work Plan.

Intervention Summary

Just as in FFY16, LHD will continue to subcontract funds to four targeted communities: Riverside (City of Riverside), Perris (City of Perris), Jurupa Valley (Reach Out and Jurupa Unified School District [JUSD]) and Desert Hot Springs (Desert Healthcare District) for FFY17-FFY19. Together, the four Local Implementing Agencies (LIAs) and LHD subcontractors will collaborate to deliver evidenced-based obesity prevention programs and identify policy, systems and environmental (PSE) change strategies utilizing multi-level interventions and public health approaches.

Over the next three years, the four LIA partners and subcontractors will address four local objectives. Each of these local objectives will focus on an environmental setting (LIVE, LEARN, SHOP, PLAY and EAT) and together will have a broader reach of children, adults and seniors. Interventions will include nutrition education, both direct and indirect, and support PSE strategies to be more effective in addressing obesity in the county's SNAP-Ed population. The information gathered in the jurisdiction description assisted the LIA partners in identifying which communities within the county had the greatest need for concentrated interventions. Areas of the county identified as "poverty pockets" are the primary focus. Poverty pockets are defined as cities with higher percentages of people living below poverty level, compared to the county average of 16.9%. We will coordinate activities to complement each other if we serve the same areas so there is no overlap.

Objective 1 (LIVE, PLAY, EAT)

Intentionally omitted, not applicable to JUSD.

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Objective 2 (LEARN K-12)

LHD and subcontractors along with UCCE will work collaboratively to provide interventions in the **Learn (K-12)** setting. UCCE plans to work with the following school districts: Coachella Valley Unified, Alvord Unified (Riverside area), Val Verde (Perris and Moreno Valley areas) Unified, Banning Unified and Palm Springs Unified. UCCE's focus will be on Coachella and Alvord since they have been building a strong relationship at the district level over the years. LHD and subcontractors plan to work with the following school districts: Desert Sands Unified, Riverside Unified, Jurupa Unified, Palm Springs Unified, San Jacinto Unified, Alvord Unified, Moreno Valley Unified, Perris Elementary, Perris Union High, Banning Unified and Val Verde Unified. To meet the needs of the school districts, LHD and UCCE will work together to ensure that elementary, middle and high schools in those districts receive interventions without overlapping services. For example, at Alvord, Banning and Val Verde Unified, UCCE will focus on middle and high schools, while LHD will focus on elementary schools.

The LHD, their subcontractors and UCCE will conduct direct education using a combination of single session and class series, as appropriate for the grade level. Both agencies will participate in school events, such as Open House, Back-to-School, Walk to School Day and Wellness Day events to provide indirect education. LHD will leverage the Safe Routes to School program in Riverside County and encourage the schools that are receiving SNAP-Ed interventions to participate in the Walk to School Day events to encourage physical activity. Schools will also be provided with additional indirect education through the display of posters and/or murals with healthy eating and active living messages to once again reinforce direct education messages.

PSE efforts have been enhanced through the efforts of LHD subcontractors by seeking external funding to support the NEOPB initiatives in schools. Alvord Unified has been recognized by the Alliance for a Healthier Generation for their programming, training and policy work towards active, healthy schools and have been awarded funds to build on PSE efforts in the future. Jurupa Unified is frequently in pursuit of additional funding sources to supplement fitness opportunities for students (such as 100 Mile Club, soccer intramurals, elementary school tracks and soccer goals) as well as partnering for school food pantries, school-based health centers, and stipends for wellness leaders on campus. Desert Healthcare District has established an innovative collective impact project, providing swim lessons and nutrition education to third graders across Palm Springs Unified, with the investment and backing of several key community partners. Riverside Unified continues to grow the number of elementary school sites hosting “Kids Produce Market” (a monthly food distribution for students attending specific low-income schools), in cooperation with Feeding America. City of Perris has contributed to a successful grant application for Safe Routes to School infrastructure funds to improve walkability at a local school. UCCE/UC CalFresh has been working on school garden projects and has started Smarter Lunchrooms Movement (SLM) with two schools in Coachella Valley Unified as well as helped them secure the USDA Team Nutrition SLM grant. In the next 3 years, UC CalFresh plans to pilot Shaping Healthy Choices Program, one school per year. The Shaping Healthy Choices Program, from UC Davis Center for Nutrition in Schools, is a multi-component, school- based intervention that was developed to improve children’s health. The program integrates nutrition education with school wellness policy and other PSE components to sustain positive student health outcomes.

As the LHD and subcontractors implement SNAP-Ed activities, they will identify "School Champions" such as students, parents, faculty or counselors who advocate for healthy change in their schools. These "School Champions" will be invited to take a leadership role for school events like Walk to School Day and Wellness Days to empower others to make healthy changes. With each passing year, UCCE, LHD and subcontractors will continue providing direct education, with greater emphasis on integrating more into PSE strategies. We will work with the targeted school districts to take the comprehensive school health approach to the next level as much as possible. In 2017, LHD and UCCE will begin the planning and coordination phase for school gardens, SLM, Access to Water, and stencils. By 2018, both LIAs will establish or revitalize 5 school gardens, 4 SLM sites, 3 Access to Water sites, and 3 stencil sites. In 2019, LHD and UCCE will support the existing sites and in addition will add 5 school gardens, 4 SLM sites, 3 Access to Water sites and 4 stencil sites. Both LHD and UCCE plan to promote physical activity and active recess, including CATCH/SPARK activities, facilitate the painting of murals or playground stencils, and advocate for healthy food and beverages and water access at school sites.

Objective 3 (LEARN PreK)

Intentionally omitted, not applicable to JUSD.

Objective 4 (SHOP)

UCCE, CCC and LHD and their subcontractors will work collaboratively to provide interventions where SNAP-Ed families **Shop**. CCC and UCCE will provide direct education through classes and spotlight education at food pantries and/or emergency food sites. Indirect education will be provided by LHD, UCCE and CCC, through distribution of posters, brochures and online resources/social media, Harvest of the Month handouts and recipe cards to promote awareness of food assistance programs and tips for storage and preparation of food pantry items. LHD will identify retail grocery stores in the "poverty pocket" cities and small markets in the Eastside/Riverside CX[3] neighborhood. Through retail merchandising materials and healthy retail strategies, LHD will increase fruit and vegetable awareness, including common marketing tactics of improving display, pricing, variety and quality. Retail partners, such as Cardenas and Rio Ranch Markets, are energetic partners in hosting store tours, Fruit and Veggie Fest events and have a strong potential for comprehensive PSE work to connect directly with residents as they shop.

Moreover, all four LIAs plan to collaborate with Feeding America to encourage healthy food access at food pantries in the "poverty pocket" areas, and coordinate with partners to bring attention and potential funding to areas with limited options for dependable emergency food, and to offer supplementary programs and services when appropriate. Jurupa, Alvord and Riverside Unified school districts have been successful at food distribution to students and families, meeting the needs of food insecurity in a forum that can provide education and environmental supports. School food pantries or distribution events can provide a meaningful link to healthy food access, bridging the gap between shop and

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learn objectives. In 2017, LHD, UCCE and CCC will assess, plan and coordinate healthy retail and emergency food PSE efforts. By 2018, at least 10 retail stores will adopt healthy signage, at least 1 store will implement a healthy checkout aisle and 2 food pantries will adopt a PSE change. In 2019, the three LIAs will continue supporting the existing sites, 2 additional retail sites will implement a healthy checkout aisle and 3 additional food pantries will adopt a PSE change. Our goal in the next three years is to provide food pantry volunteers and facilities with technical assistance and support to prioritize healthy eating within the emergency food system, including nutrition education and helpful information to complement the needs and build the resource management skills of families receiving food.

Evaluation Narrative Summary

Intentionally omitted, for the complete evaluation narrative summary, refer to County of Riverside Department of Public Health Integrated Work Plan.

SECTION B: Target Audience Description

The target population is SNAP-Ed participants and those eligible up to 185% Federal Poverty Level. For the complete target audience description, refer to County of Riverside Department of Public Health Integrated Work Plan.

SECTION C: INTERVENTION PLAN

I. **Three-Year SNAP-Ed Local Objective #1 (FFY 2017–FFY 2019):** Not applicable to JUSD.

SECTION C: INTERVENTION PLAN

I. **Three-Year SNAP-Ed Local Objective #2 (FFY 2017–FFY 2019):**
Local Objectives must be S.M.A.R.T (Specific, Measureable, Achievable, Realistic, and Time-Bound)

By September 30, 2019, Jurupa Unified School District will make physical changes to support healthy school environments and improve nutrition and physical activity behaviors amongst students, parents and teachers. (**LEARN K-12**)

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Supplemental Nutrition Assistance Program Education (SNAP-Ed)

Three-Year
Integrated Work Plan
FFY 2017–2019

Jurupa Unified School District
#16-126

SNAP-Ed State Goals (*check all that apply*):

X	**Goal 1:** Food and Beverages (Behavioral)
X	**Goal 2:** Physical Activity (Behavioral)
X	**Goal 3:** Food Resource Management (Behavioral)
X	**Goal 4:** Access to and/or appeal of dietary choices (Physical and Social Environmental)
X	**Goal 5:** Access to and/or appeal of physical activity opportunities (Physical and Social Environmental)

II. **PSE Strategy(ies) that support the Three-Year SNAP-Ed Local Objective listed above:**

- School Gardens
- School Wellness Policies
- Smarter Lunchrooms Movement
- Access to Water
- Environmental Support to Promote Physical Activity / Safe Routes to School / Stencils
- Signage and Marketing of Food and Nutrition Assistance Programs

Activity Number	Activity Description	Intervention Categories*	Time Frame: Year & Quarter** *Check all that apply*	Documentation
2.1	Establish and maintain communication with CNAP partners, School Wellness Committees and community based partners to build capacity for policy, systems and environmental change efforts; such as School Wellness, Smarter Lunchrooms Movement, School Gardens, Safe Routes to School, Summer Feeding, Emergency Food and Access to Water, etc. May include access to water, healthy classroom celebrations and fundraisers, breakfast in the classroom and/or afterschool snacks. Provide school partners with information on food assistance programs to increase awareness and participation.	CED CEI MPR X C&C TTA	Year 1: Q1 X, Q2 X, Q3 X, Q4 X Year 2: Q1 X, Q2 X, Q3 X, Q4 X Year 3: Q1 X, Q2 X, Q3 X, Q4 X	Submit: ATF, meeting agendas, notes, emails

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2.2	"Conducting direct nutrition education classes" does not apply to JUSD. It is to be met by the NEOP funded community based organization (CBO) working in JUSD schools. ***JUSD's role in this activity is to facilitate access for the NEOP funded CBO to reach the students and adults at K-12 schools in the district with direct nutrition education classes and assist with selecting the schools who will participate in the Impact / Outcome Evaluation project.***	CED: ; CEI: ; MPR: ; C&C: X; TTA:	Year 1: Q1 X, Q2 X, Q3 X, Q4 X Year 2: Q1 X, Q2 X, Q3 X, Q4 X Year 3: Q1 X, Q2 X, Q3 X, Q4 X	Not applicable
2.3	"Conducting indirect nutrition education activities" does not apply to JUSD. It is to be met by the NEOP funded CBO working in the Jurupa Unified School District schools. ***JUSD's role in this activity is to facilitate access for the NEOP funded CBO to reach the students and adults at K-12 schools in the district with indirect nutrition education.***	CED: ; CEI: ; MPR: ; C&C: X; TTA:	Year 1: Q1 X, Q2 X, Q3 X, Q4 X Year 2: Q1 X, Q2 X, Q3 X, Q4 X Year 3: Q1 X, Q2 X, Q3 X, Q4 X	Not applicable
2.4	"Providing SNAP-Ed approved flyers, posters and/or brochures" does not apply to JUSD. It is to be met by the NEOP funded CBO working in the Jurupa Unified School District schools. ***JUSD's role in this activity is to facilitate access for the NEOP funded CBO to reach students with healthy eating and physical activity messages by posting SNAP-Ed approved materials at JUSD K-12 schools and/or after school programs.***	CED: ; CEI: ; MPR: ; C&C: X; TTA:	Year 1: Q1 X, Q2 X, Q3 X, Q4 Year 2: Q1 X, Q2 X, Q3 X, Q4 Year 3: Q1 X, Q2 X, Q3 X, Q4	Not applicable
2.5	Utilize social media and website platforms to highlight local coverage and public relations efforts to support SNAP-Ed activities at K-12 schools. May include notification of SNAP-Ed classes and events and promotion of Food and Nutrition Assistance Programs; such as WIC, CalFresh, and/or Summer Meals.	CED: ; CEI: ; MPR: X; C&C: ; TTA:	Year 1: Q1 X, Q2 X, Q3 X, Q4 Year 2: Q1 X, Q2 X, Q3 X, Q4 Year 3: Q1 X, Q2 X, Q3 X, Q4	Submit: ATF, social media screen shot, press release/media article

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2.6	Identify and involve students, parents, caretakers, and/or school faculty as "Champions" who are committed to improving their school environment and promote nutrition and physical activity. ***JUSD to assist the NEOP funded CBO in identifying school "champions".***		Year 1: Q1 X, Q2 X, Q3 X, Q4 Year 2: Q1 X, Q2 X, Q3 X, Q4 Year 3: Q1 X, Q2 X, Q3 X, Q4	Not applicable
2.7	"Providing technical assistance and training" does not apply to JUSD. It is to be met by the NEOP funded CBO who will work with the JUSD schools. ***JUSD's role in this activity is to facilitate access so that the NEOP funded CBO can reach the cafeteria staff, teachers, and/or principals.***		Year 1: Q1 X, Q2 X, Q3 X, Q4 X Year 2: Q1 X, Q2 X, Q3 X, Q4 X Year 3: Q1 X, Q2 X, Q3 X, Q4 X	Not applicable

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2.8	Provide technical assistance and training to school-based partners on PSE efforts such as; school gardens, Smarter Lunchrooms Movement (SLM), Access to Water, Environmental Supports to promote Physical Activity (stencils and walkability), Breakfast in the Classroom, School Wellness Policies and/or Summer Feeding Programs. • Annually, be working on at least two PSE efforts in the school district. **School Garden** – Establish and/or revitalize school gardens to introduce students and/or parents to home gardening. **Smarter Lunchrooms Movement –** Work with school sites to implement SLM strategies in the school cafeteria to encourage students' selection of healthy options. **Access to Water -** Support school sites with model policies and best practices on hydration stations or alternative options to increase access to water. **Physical Activity –** Create awareness and facilitate the use of stencils to increase active play at school sites.		Year 1 Q1: X, Q2: X, Q3: X, Q4: Year 2 Q1: X, Q2: X, Q3: X, Q4: Year 3 Q1: X, Q2: X, Q3: X, Q4:	Submit: ATF, agenda, sign-in sheet, photos, stencil check-out list, success story

	CED
	CEI
	MPR
	C&C
X	TTA

***Intervention Categories Legend**
CED = Community/Nutrition and Physical Activity Education Direct; **CEI** = Community/Nutrition and Physical Activity Education Indirect; **MPR** = Media, Social Media, Public Relations and Messaging; **C&C** = Coordination and Collaboration; **TTA** = Training and Technical Assistance

****Time Frame: Year & Quarter:**
Year 1 (FFY 2017); Year 2 (FFY 2018); Year 3 (FFY 2019)
Qtr. 1 (Oct. 1-Dec. 31); Qtr. 2 (Jan. 1-March 31); Qtr. 3 (Apr. 1-Jun. 30); Qtr. 4 (Jul. 1-Sept.30)

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Evaluation Activities (FFY 2017 - FFY 2019)

Activity Number	Evaluation Activity Description	Formative	Process	Outcome or Impact	Time Frame: Year & Quarter** Check all that apply	Tool/Documentation
E.2.1	Track and report all partner communication, social media, and technical assistance activities conducted in Activity 2.1, 2.5, and 2.8.		X		Year 1: Q1 X, Q2 X, Q3 X, Q4 X Year 2: Q1 X, Q2 X, Q3 X, Q4 X Year 3: Q1 X, Q2 X, Q3 X, Q4 X	X EARS/ATF PSE RE-AIM Report List other:
E.2.2	Summarize progress of PSE efforts; including School Gardens, Smarter Lunchrooms Movement, Access to Water, Environmental Supports to promote Physical Activity (stencils and walkability), and/or Summer Feeding Programs for Activity 2.8.		X	X	Year 1: Q4 X Year 2: Q4 X Year 3: Q4 X	X EARS/ATF X PSE RE-AIM Report List other: Success story, photos
E.2.3	Provide technical assistance to NEOP funded staff, subcontractors, school "Champions", and school partners as requested; such as conference calls and/or in-person meetings, trainings, webinars, and observations to promote skill building, sharing of best practices, and advancement of obesity prevention efforts for Activities 2.2, 2.3, 2.4, 2.6, and 2.7.		X		Year 1: Q1 X, Q2 X, Q3 X, Q4 X Year 2: Q1 X, Q2 X, Q3 X, Q4 X Year 3: Q1 X, Q2 X, Q3 X, Q4 X	X EARS/ATF PSE RE-AIM Report List other:

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E.2.4	Impact and Outcome Evaluation – "Matching a pre- and post-surveys" does not apply to Jurupa Unified School District. ***JUSD's role in this activity is to facilitate access so the NEOP funded CBO can reach the minimum pre- and post-surveys required.***			X	**Year 1** Q1 X, Q2 X, Q3 X, Q4 X **Year 2** Q1 X, Q2 X, Q3 X, Q4 X **Year 3** Q1 X, Q2 X, Q3 X, Q4 X	[ ] EARS/ATF [ ] PSE RE-AIM Report Not applicable

SECTION C: INTERVENTION PLAN

I. **Three-Year SNAP-Ed Local Objective #3 (FFY 2017–FFY 2019):** Not Applicable to JUSD.

SECTION C: INTERVENTION PLAN

I. **Three-Year SNAP-Ed Local Objective #4 (FFY 2017–FFY 2019):**
Local Objectives must be S.M.A.R.T (Specific, Measureable, Achievable, Realistic, and Time-Bound)

By September 30, 2019, Jurupa Unified School District will work with school food pantry/emergency food sites to implement environmental and system changes and/or develop healthy food and beverage standards and distribution policies to increase fruit and vegetable awareness, knowledge and demand. (SHOP)

SNAP-Ed State Goals (*check all that apply*):

X	**Goal 1:** Food and Beverages (Behavioral)
	Goal 2: Physical Activity (Behavioral)
X	**Goal 3:** Food Resource Management (Behavioral)
X	**Goal 4:** Access to and/or appeal of dietary choices (Physical and Social Environmental)
	Goal 5: Access to and/or appeal of physical activity opportunities (Physical and Social Environmental)

II. **PSE Strategy(ies) that support the Three-Year SNAP-Ed Local Objective listed above:**
- Healthy Food and Beverage Standards
- Signage and Marketing of Food and Nutrition Assistance Programs

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Activity Number	Activity Description	Intervention Categories*	Time Frame: Year & Quarter** *Check all that apply*	Documentation
4.1 and 4.2	Not applicable to JUSD			
4.3	"Conducting indirect nutrition education activities" does not apply to JUSD. It is to be met by the NEOP funded CBO working in the JUSD schools. ***JUSD's role in this activity is to facilitate access so that the NEOP funded CBO will reach the students and adults at K-12 schools in the district with indirect nutrition activities at school food pantry/ emergency food sites.***	( ) CED ( ) CEI ( ) MPR (X) C&C ( ) TTA	Year 1: Q1 x, Q2 x, Q3 x, Q4 x Year 2: Q1 x, Q2 x, Q3 x, Q4 x Year 3: Q1 x, Q2 x, Q3 x, Q4 x	Not applicable
4.4, 4.5 and 4.6	Not applicable to JUSD			
4.7	Utilize social media and website platforms to highlight local coverage and public relations efforts to support NEOPB activities; such as Kids' Produce Markets and/or school based food pantry events.	( ) CED ( ) CEI (X) MPR (X) C&C ( ) TTA	Year 1: Q1 X, Q2 X, Q3 X, Q4 X Year 2: Q1 X, Q2 X, Q3 X, Q4 X Year 3: Q1 X, Q2 X, Q3 X, Q4 X	Submit: ATF, social media screen shot, press release/media article

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Supplemental Nutrition Assistance Program Education (SNAP-Ed)

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Evaluation Activities (FFY 2017 - FFY 2019)

Activity Number	Evaluation Activity Description	Formative	Process	Outcome or Impact	Time Frame: Year & Quarter** Check all that apply	Tool/Documentation
E.4.1	Track and report all social media conducted in Activity 4.7.		X		Year 1: Q1 X, Q2 X, Q3 X, Q4 X Year 2: Q1 X, Q2 X, Q3 X, Q4 X Year 3: Q1 X, Q2 X, Q3 X, Q4 X	X EARS/ATF PSE RE-AIM Report List other:

Attachment: 16-126 JUSD_SNAP-ED_Exhibit A IWP (2705 : 16-126 Jurupa Unified School District_SNAP-

EXHIBIT B
SNAP-Ed FFY 2017 Budget

#16-126

Organization Name: California Department of Public Health
County/Jurisdiction: Riverside University Health System-Public Health
Contract/Sub-Grant/Agreement: Subcontractor 1

1. Staffing: Salary/Benefits:

Position #	Budget Adjustment: Add Delete Reduce Increase	Budget Adjustment: Last Amount Approved	Position Title	Position Name	SNAP-Ed Time Spent: % of SNAP-Ed Time spent on Mgmt/Admin Duties	SNAP-Ed Time Spent: % of SNAP-Ed Time spent on Direct SNAP-Ed Delivery	Annual Salary	FTE	Total SNAP-Ed Salary	Benefit Rate	Total SNAP-Ed Benefits	SNAP-Ed Admin Costs	Total SNAP-Ed Funded Salary and Benefits	Budget Adjustment: Budget Justification
1			Administrator (e.g., Director of	TBD	100.00%	0.00%	$ 139,162.00	0.105	$14,612.01	18.62%	$2,720.76	$17,333.00	$17,333	
2			Office Manager/Secretary/Admin	TBD	100.00%	0.00%	$ 61,128.00	0.041	$2,506.25	26.13%	$654.88	$3,161.00	$3,161	
3			Accountant/Finance	TBD	100.00%	0.00%	$ 55,464.00	0.018	$998.35	26.13%	$260.87	$1,259.00	$1,259	
4			After School Coordinator	TBD	100.00%	0.00%	$ 35,771.80	0.020	$715.44	12.21%	$87.36	$803.00	$803	
5									$0.00		$0.00	$0.00	$0	
6									$0.00		$0.00	$0.00	$0	
7									$0.00		$0.00	$0.00	$0	
				Total Staffing: Salary/Benefits:				**0.18**	**$18,832**		**$3,724**	**$22,556**	**$22,556**	

Definition and basis for calculations of benefit rate(s):
Describe what is covered in the benefit rate for your agency.

STRS: .088, Medicare: .0145, Unemployment: .0005, Workers Comp: .02977, OPEB: .01181, PERS: .11771, Pd PERS: .07, FICA: .062

Attachment: 16-126 JUSD_SNAP-Ed_Exhibit B Budget 2017 (2705 : 16-126 Jurupa Unified School

EXHIBIT B

SNAP-Ed FFY 2017 Budget

#16-126

Organization Name: California Department of Public Health
County/Jurisidiction: Riverside University Health System-Public Health
Contract/Sub-Grant/Agreement: Subcontractor 1

2. Non-Capital Equipment/Supplies:

	Budget Adjustment: Add Delete Reduce Increase	Budget Adjustment: Last Amount Approved	Budget Item	Description/Justification	FTE	Cost per Item	# of Items	Total	Budget Adjustment: Budget Justification
1			Office Supplies	Binders, pens, notepads, paper clips, staples, tape, markers, paper, etc.	.184	$1.00	177.77	$33	
2								$0	
3								$0	
4								$0	
5								$0	
6								$0	
7								$0	
8								$0	
9								$0	
10								$0	
							Total Non-Capital Equipment/Supplies:	**$33**	

3. Materials:

	Budget Adjustment: Add Delete Reduce Increase	Budget Adjustment: Last Amount Approved	Budget Item	Description/Justification	Cost per Item	# of Items	Total	Budget Adjustment: Budget Justification
1			Educational Materials	Paper reams for "NEOP approved posters" printing posters: (1) ream - 11 X 17 Poster size paper 28lb: $30.15 per ream and (1) ream - 11 X 17 Poster size paper 20lb: $21.45 per ream	$51.51	1	$52	
2							$0	
3							$0	
4							$0	
5							$0	
6							$0	
7							$0	
8							$0	
9							$0	
10							$0	
						Total Materials:	**$52**	

Attachment: 16-126 JUSD_SNAP-Ed_Exhibit B Budget 2017 (2705 : 16-126 Jurupa Unified School

EXHIBIT B

SNAP-Ed FFY 2017 Budget

#16-126

Organization Name: California Department of Public Health
County/Jurisidiction: Riverside University Health System-Public Health
Contract/Sub-Grant/Agreement: Subcontractor 1

4. Travel:

Budget Adjustment: Add / Delete / Reduce / Increase	Budget Adjustment: Last Amount Approved		Position Title/Name	Location	Description/Justification	Trips	FTE	Days	Nights	Per Diem	Lodging	Air	Miles ($.540)	Registration Fee	Other	Total	Budget Adjustment: Budget Justification
In-State																	
		1	All Positions/All Staff	Regional	Mileage/Carpool for SOW; may include Coalition/promising practice events, training, meetings, site visits, events, local conferences, airport travel, etc. Includes Local Travel to Community(School site vists: class advertisements, flyer distribution, class set up, food distribution Designated attendees determined by meetings, site visits and any training topics.	45	.18						20			$486	
		2	Positions #1 and Position #2	Various	Local Travel to Community(School site vists: class advertisements, flyer distribution, class set up, food distribution	59	.18	0	0	$0.00			9.98			$318	
		3														$0	
		4														$0	
Out-of-State																	
		1														$0	
															Total Travel:	**$804**	

* Lodging costs include taxes. Reimbursement at CalHR rates.

5. Building/Space:

Budget Adjustment: Add / Delete / Reduce / Increase	Budget Adjustment: Last Amount Approved		Location Name/Address	Calculation Description	FTE	Cost per Month	# of Month(s)	Total	Budget Adjustment: Budget Justification
		1						$0	
		2						$0	
		3						$0	
		4						$0	
		5						$0	

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6								$0	
7								$0	
8								$0	
9								$0	
10								$0	
							Total Building/Space:	**$0**	

6. Maintenance:

	Budget Adjustment								Budget Adjustment
	Add Delete Reduce Increase	Last Amount Approved	Location Name/Address	Calculation Description	FTE	Cost per Month	# of Month(s)	Total	Budget Justification
1								$0	
2								$0	
3								$0	
4								$0	
5								$0	
6								$0	
7								$0	
8								$0	
9								$0	
10								$0	
							Total Maintenance:	**$0**	

Attachment: 16-126 JUSD_SNAP-Ed_Exhibit B Budget 2017 (2705 : 16-126 Jurupa Unified School

EXHIBIT B

SNAP-Ed FFY 2017 Budget

#16-126

Organization Name: California Department of Public Health
County/Jurisidiction: Riverside University Health System-Public Health
Contract/Sub-Grant/Agreement: Subcontractor 1

7. Equipment and Other Capital Expenditures:

	Budget Adjustment: Add/Delete/Reduce/Increase	Budget Adjustment: Last Amount Approved	Budget Item	Description/Justification	FTE	Cost per Item	# of Items	Misc.	Total	Budget Adjustment: Budget Justification
1									$0	
2									$0	
3									$0	
4									$0	
5									$0	
6									$0	
7									$0	
8									$0	
9									$0	
10									$0	
								Total Equipment and Other Capital Expenditures:	$0	

8. Contracts/Sub-Grants/Agreements:

	Budget Adjustment: Add/Delete/Reduce/Increase	Budget Adjustment: Last Amount Approved	Organization Name	Description of Service(s)	Total Grant	Budget Adjustment: Budget Justification
A					$0	
B					$0	
C					$0	
D					$0	
E					$0	
F					$0	
				Total Contracts/Sub-Grants/Agreements:	$0	

Total Direct Costs:	**$23,445**

9. Indirect Costs:

	Budget Adjustment: Add/Delete/Reduce/Increase	Budget Adjustment: Last Amount Approved	Calculation Method	Indirect Cost Rate	Total Admin/Program Dollars	Total	Budget Adjustment: Budget Justification
1			Indirect Costs on fixed charges only (staffing salaries and fringe benefits)	2.53%	$21,923.00	$555	
					Total Indirect Costs:	$555	

Total Budget:	**$24,000**

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EXHIBIT B
SNAP-Ed FFY 2018 Budget

#16-126

Organization Name: California Department of Public Health
County/Jurisdiction: Riverside University Health System-Public Health
Contract/Sub-Grant/Agreement: Subcontractor 1

1. Staffing: Salary/Benefits:

Position #	Budget Adjustment: Add Delete Reduce Increase	Budget Adjustment: Last Amount Approved	Position Title	Position Name	SNAP-Ed Time Spent: % of SNAP-Ed Time spent on Mgmt/Admin Duties	SNAP-Ed Time Spent: % of SNAP-Ed Time spent on Direct SNAP-Ed Delivery	Annual Salary	FTE	Total SNAP-Ed Salary	Benefit Rate	Total SNAP-Ed Benefits	SNAP-Ed Admin Costs	Total SNAP-Ed Funded Salary and Benefits	Budget Adjustment: Budget Justification
1			Administrator (e.g., Director of	TBD	100.00%	0.00%	$ 139,162.00	0.105	$14,612.01	18.62%	$2,720.76	$17,333.00	$17,333	
2			Office Manager/Secretary/Admin	TBD	100.00%	0.00%	$ 61,128.00	0.015	$916.92	26.13%	$239.59	$1,157.00	$1,157	
3			Accountant/Finance	TBD	100.00%	0.00%	$ 55,464.00	0.019	$1,053.82	26.13%	$275.36	$1,329.00	$1,329	
4			After School Coordinator	TBD	100.00%	0.00%	$ 35,771.80	0.020	$715.44	12.21%	$87.36	$803.00	$803	
5									$0.00		$0.00	$0.00	$0	
6									$0.00		$0.00	$0.00	$0	
7									$0.00		$0.00	$0.00	$0	
				Total Staffing: Salary/Benefits:				**0.16**	**$17,298**		**$3,323**	**$20,622**	**$20,622**	

Definition and basis for calculations of benefit rate(s):
Describe what is covered in the benefit rate for your agency.

STRS: .088, Medicare: .0145, Unemployment: .0005, Workers Comp: .02977, OPEB: .01181, PERS: .11771, Pd PERS: .07, FICA: .062

Attachment: 16-126 JUSD_SNAP-Ed_Exhibit B Budget 2018 (2705 : 16-126 Jurupa Unified School

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SNAP-Ed FFY 2018 Budget

#16-126

Organization Name: California Department of Public Health
County/Jurisidiction: Riverside University Health System-Public Health
Contract/Sub-Grant/Agreement: Subcontractor 1

2. Non-Capital Equipment/Supplies:

	Budget Adjustment: Add Delete Reduce Increase	Budget Adjustment: Last Amount Approved	Budget Item	Description/Justification	FTE	Cost per Item	# of Items	Total	Budget Adjustment: Budget Justification
1			Office Supplies	Binders, pens, notepads, paper clips, staples, tape, markers, paper, etc.	.16	$1.00	205	$33	
2								$0	
3								$0	
4								$0	
5								$0	
6								$0	
7								$0	
8								$0	
9								$0	
10								$0	
							Total Non-Capital Equipment/Supplies:	**$33**	

3. Materials:

	Budget Adjustment: Add Delete Reduce Increase	Budget Adjustment: Last Amount Approved	Budget Item	Description/Justification	Cost per Item	# of Items	Total	Budget Adjustment: Budget Justification
1			Educational Materials	Paper reams for "NEOP approved posters" printing posters: (1) ream - 11 X 17 Poster size paper 28lb: $30.15 per ream and (1) ream - 11 X 17 Poster size paper 20lb: $21.45 per ream	$51.51	1	$52	
2							$0	
3							$0	
4							$0	
5							$0	
6							$0	
7							$0	
8							$0	
9							$0	
10							$0	
						Total Materials:	**$52**	

Attachment: 16-126 JUSD_SNAP-Ed_Exhibit B Budget 2018 (2705 : 16-126 Jurupa Unified School

EXHIBIT B
SNAP-Ed FFY 2018 Budget

#16-126

Organization Name: California Department of Public Health
County/Jurisidiction: Riverside University Health System-Public Health
Contract/Sub-Grant/Agreement: Subcontractor 1

4. Travel:

Budget Adjustment: Add / Delete / Reduce / Increase	Budget Adjustment: Last Amount Approved	Position Title/Name	Location	Description/Justification	Trips	FTE	Days	Nights	Per Diem	Lodging	Air	Miles ($.540)	Registration Fee	Other	Total	Budget Adjustment: Budget Justification
In-State																
				Mileage/Carpool for SOW; may include Coalition/promising practice events, training, meetings, site visits, events, local conferences, airport travel, etc. Includes Local Travel to Community(School site vists: class advertisements, flyer distribution, class set up, food distribution Designated attendees determined by meetings, site visits and any training topics.											
1		All Positions/All Staff	Regional		44	.18						20			$475	
2		Administrator - TBD and Office Manager - TBD	Various	Local Travel to Community(School site vists: class advertisements, flyer distribution, class set up, food distribution	55	.18	0	0	$0.00			9.98			$296	
3															$0	
4															$0	
Out-of-State																
1															$0	
														Total Travel:	**$771**	

* Lodging costs include taxes. Reimbursement at CalHR rates.

5. Building/Space:

Budget Adjustment: Add / Delete / Reduce / Increase	Budget Adjustment: Last Amount Approved	Location Name/Address	Calculation Description	FTE	Cost per Month	# of Month(s)	Total	Budget Adjustment: Budget Justification
1							$0	
2							$0	
3							$0	
4							$0	
5							$0	

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6								$0	
7								$0	
8								$0	
9								$0	
10								$0	
							Total Building/Space:	$0	

Budget Adjustment

6. Maintenance:

	Budget Adjustment: Add / Delete / Reduce / Increase	Budget Adjustment: Last Amount Approved	Location Name/Address	Calculation Description	FTE	Cost per Month	# of Month(s)	Total	Budget Adjustment: Budget Justification
1								$0	
2								$0	
3								$0	
4								$0	
5								$0	
6								$0	
7								$0	
8								$0	
9								$0	
10								$0	
							Total Maintenance:	$0	

Attachment: 16-126 JUSD_SNAP-Ed_Exhibit B Budget 2018 (2705 : 16-126 Jurupa Unified School

EXHIBIT B
SNAP-Ed FFY 2018 Budget

#16-126

Organization Name: California Department of Public Health
County/Jurisidiction: Riverside University Health System-Public Health
Contract/Sub-Grant/Agreement: Subcontractor 1

7. Equipment and Other Capital Expenditures:

	Budget Adjustment: Add/Delete/Reduce/Increase	Budget Adjustment: Last Amount Approved	Budget Item	Description/Justification	FTE	Cost per Item	# of Items	Misc.	Total	Budget Adjustment: Budget Justification
1									$0	
2									$0	
3									$0	
4									$0	
5									$0	
6									$0	
7									$0	
8									$0	
9									$0	
10									$0	
								Total Equipment and Other Capital Expenditures:	$0	

8. Contracts/Sub-Grants/Agreements:

	Budget Adjustment: Add/Delete/Reduce/Increase	Budget Adjustment: Last Amount Approved	Organization Name	Description of Service(s)	Total Grant	Budget Adjustment: Budget Justification
A					$0	
B					$0	
C					$0	
D					$0	
E					$0	
F					$0	
				Total Contracts/Sub-Grants/Agreements:	$0	

Total Direct Costs:	**$21,478**

9. Indirect Costs:

	Budget Adjustment: Add/Delete/Reduce/Increase	Budget Adjustment: Last Amount Approved	Calculation Method	Indirect Cost Rate	Total Admin/Program Dollars	Total	Budget Adjustment: Budget Justification
1			Indirect Costs on fixed charges only (staffing salaries and fringe benefits)	2.53%	$20,622.00	$522	
					Total Indirect Costs:	$522	

Total Budget:	**$22,000**

Attachment: 16-126 JUSD_SNAP-Ed_Exhibit B Budget 2018 (2705 : 16-126 Jurupa Unified School

EXHIBIT B
SNAP-Ed FFY 2019 Budget

Organization Name: California Department of Public Health
County/Jurisdiction: Riverside University Health System-Public Health
Contract/Sub-Grant/Agreement: Subcontractor 1

#16-126

1. Staffing: Salary/Benefits:

Position #	Budget Adjustment: Add Delete Reduce Increase	Budget Adjustment: Last Amount Approved	Position Title	Position Name	SNAP-Ed Time Spent: % of SNAP-Ed Time spent on Mgmt/Admin Duties	SNAP-Ed Time Spent: % of SNAP-Ed Time spent on Direct SNAP-Ed Delivery	Annual Salary	FTE	Total SNAP-Ed Salary	Benefit Rate	Total SNAP-Ed Benefits	SNAP-Ed Admin Costs	Total SNAP-Ed Funded Salary and Benefits	Budget Adjustment: Budget Justification
1			Administrator (e.g., Director of	TBD	100.00%	0.00%	$ 139,162.00	0.100	$13,916.20	16.71%	$2,325.40	$16,242.00	$16,242	
2			Office Manager/Secretary/Admin	TBD	100.00%	0.00%	$ 61,128.00	0.010	$611.28	0.00%	$0.00	$611.00	$611	
3			Accountant/Finance	TBD	100.00%	0.00%	$ 55,464.00	0.019	$1,053.82	0.00%	$0.00	$1,054.00	$1,054	
4			After School Coordinator	TBD	100.00%	0.00%	$ 35,771.80	0.020	$715.44	0.00%	$0.00	$715.00	$715	
5									$0.00		$0.00	$0.00	$0	
6									$0.00		$0.00	$0.00	$0	
7									$0.00		$0.00	$0.00	$0	
				Total Staffing: Salary/Benefits:				**0.15**	**$16,297**		**$2,325**	**$18,622**	**$18,622**	

Definition and basis for calculations of benefit rate(s):
Describe what is covered in the benefit rate for your agency.

STRS: .088, Medicare: .0145, Unemployment: .0005, Workers Comp: .02977, OPEB: .01181, PERS: .11771, Pd PERS: .07, FICA: .062

Attachment: 16-126 JUSD_SNAP-Ed_Exhibit B Budget 2019 (2705 : 16-126 Jurupa Unified School

EXHIBIT B
SNAP-Ed FFY 2019 Budget

#16-126

Organization Name: California Department of Public Health
County/Jurisidiction: Riverside University Health System-Public Health
Contract/Sub-Grant/Agreement: Subcontractor 1

2. Non-Capital Equipment/Supplies:

	Budget Adjustment: Add Delete Reduce Increase	Budget Adjustment: Last Amount Approved	Budget Item	Description/Justification	FTE	Cost per Item	# of Items	Total	Budget Adjustment: Budget Justification
1			Office Supplies	Binders, pens, notepads, paper clips, staples, tape, markers, paper, etc.	.16	$1.00	205	$33	
2								$0	
3								$0	
4								$0	
5								$0	
6								$0	
7								$0	
8								$0	
9								$0	
10								$0	
						Total Non-Capital Equipment/Supplies:		$33	

3. Materials:

	Budget Adjustment: Add Delete Reduce Increase	Budget Adjustment: Last Amount Approved	Budget Item	Description/Justification	Cost per Item	# of Items	Total	Budget Adjustment: Budget Justification
1			Educational Materials	Paper reams for "NEOP approved posters" printing posters: (1) ream - 11 X 17 Poster size paper 28lb: $30.15 per ream and (1) ream - 11 X 17 Poster size paper 20lb: $21.45 per ream	$51.51	1	$52	
2							$0	
3							$0	
4							$0	
5							$0	
6							$0	
7							$0	
8							$0	
9							$0	
10							$0	
						Total Materials:	$52	

Attachment: 16-126 JUSD_SNAP-Ed_Exhibit B Budget 2019 (2705 : 16-126 Jurupa Unified School

EXHIBIT B
SNAP-Ed FFY 2019 Budget

Organization Name: California Department of Public Health
County/Jurisidiction: Riverside University Health System-Public Health
Contract/Sub-Grant/Agreement: Subcontractor 1

4. Travel:

Budget Adjustment: Add / Delete / Reduce / Increase	Budget Adjustment: Last Amount Approved	Position Title/Name	Location	Description/Justification	Trips	FTE	Days	Nights	Per Diem	Lodging	Air	Miles ($.540)	Registration Fee	Other	Total	Budget Adjustment: Budget Justification
In-State																
1		All Positions/All Staff	Regional	Mileage/Carpool for SOW; may include Coalition/promising practice events, training, meetings, site visits, events, local conferences, airport travel, etc. Includes Local Travel to Community(School site vists: class advertisements, flyer distribution, class set up, food distribution Designated attendees determined by meetings, site visits and any training topics.	44	.18						20			$475	
2		Administrator - TBD and Office Manager - TBD	Various	Local Travel to Community(School site vists: class advertisements, flyer distribution, class set up, food distribution	55	.18	0	0	$0.00			9.98			$296	
3															$0	
4															$0	
Out-of-State																
1															$0	
														Total Travel:	**$771**	

* Lodging costs include taxes. Reimbursement at CalHR rates.

5. Building/Space:

Budget Adjustment: Add / Delete / Reduce / Increase	Budget Adjustment: Last Amount Approved	Location Name/Address	Calculation Description	FTE	Cost per Month	# of Month(s)	Total	Budget Adjustment: Budget Justification
1							$0	
2							$0	
3							$0	

Attachment: 16-126 JUSD_SNAP-Ed_Exhibit B Budget 2019 (2705 : 16-126 Jurupa Unified School

4								$0	
5								$0	
6								$0	
7								$0	
8								$0	
9								$0	
10								$0	
							Total Building/Space:	**$0**	

6. Maintenance:

	Budget Adjustment								Budget Adjustment
	Add Delete Reduce Increase	Last Amount Approved	Location Name/Address	Calculation Description	FTE	Cost per Month	# of Month(s)	Total	Budget Justification
1								$0	
2								$0	
3								$0	
4								$0	
5								$0	
6								$0	
7								$0	
8								$0	
9								$0	
10								$0	
							Total Maintenance:	**$0**	

Attachment: 16-126 JUSD_SNAP-Ed_Exhibit B Budget 2019 (2705 : 16-126 Jurupa Unified School

EXHIBIT B
SNAP-Ed FFY 2019 Budget

Organization Name: California Department of Public Health
County/Jurisidiction: Riverside University Health System-Public Health
Contract/Sub-Grant/Agreement: Subcontractor 1

7. Equipment and Other Capital Expenditures:

	Budget Adjustment: Add/Delete/Reduce/Increase	Last Amount Approved	Budget Item	Description/Justification	FTE	Cost per Item	# of Items	Misc.	Total	Budget Adjustment: Budget Justification
1									$0	
2									$0	
3									$0	
4									$0	
5									$0	
6									$0	
7									$0	
8									$0	
9									$0	
10									$0	
								Total Equipment and Other Capital Expenditures:	$0	

8. Contracts/Sub-Grants/Agreements:

	Budget Adjustment: Add/Delete/Reduce/Increase	Last Amount Approved	Organization Name	Description of Service(s)	Total Grant	Budget Adjustment: Budget Justification
A					$0	
B					$0	
C					$0	
D					$0	
E					$0	
F					$0	
				Total Contracts/Sub-Grants/Agreements:	$0	

Total Direct Costs:	**$19,478**

9. Indirect Costs:

	Budget Adjustment: Add/Delete/Reduce/Increase	Last Amount Approved	Calculation Method	Indirect Cost Rate	Total Admin/Program Dollars	Total	Budget Adjustment: Budget Justification
1			Indirect Costs on fixed charges only (staffing salaries and fringe benefits)	2.53%	$20,622.00	$522	
					Total Indirect Costs:	$522	

Total Budget:	**$20,000**

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Attachment: 16-126 JUSD_SNAP-Ed_Exhibit B Budget 2019 (2705 : 16-126 Jurupa Unified School

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Attachment: 16-126 JUSD_SNAP-Ed_Exhibit B Budget 2019 (2705 : 16-126 Jurupa Unified School

#16-126

Attachment: 16-126 JUSD_SNAP-Ed_Exhibit B Budget 2019 (2705 : 16-126 Jurupa Unified School

Special Terms and Conditions

(For federally funded service contracts or agreements and grant agreements)

The use of headings or titles throughout this exhibit is for convenience only and shall not be used to interpret or to govern the meaning of any specific term or condition.

The terms "contract", "Contractor" and "Subcontractor" shall also mean, "agreement", "grant", "grant agreement", "Grantee" and "Subgrantee" respectively.

The terms "California Department of Public Health" and "CDPH" shall have the same meaning and refer to the California State agency that is a party to this Agreement.

This exhibit contains provisions that require strict adherence to various contracting laws and policies. Some provisions herein are conditional and only apply if specified conditions exist (i.e., agreement total exceeds a certain amount, agreement is federally funded, etc.). The provisions herein apply to this Agreement unless the provisions are removed by reference on the face of this Agreement, the provisions are superseded by an alternate provision appearing elsewhere in this Agreement, or the applicable conditions do not exist.

Index of Special Terms and Conditions

1. Federal Equal Employment Opportunity Requirements
2. Travel and Per Diem Reimbursement
3. Procurement Rules
4. Equipment Ownership / Inventory / Disposition
5. Subcontract Requirements
6. Income Restrictions
7. Audit and Record Retention
8. Site Inspection
9. Federal Contract Funds
10. Intellectual Property Rights
11. Air or Water Pollution Requirements
12. Prior Approval of Training Seminars, Workshops or Conferences
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14. Documents, Publications, and Written Reports
15. Dispute Resolution Process
16. Financial and Compliance Audit Requirements
17. Human Subjects Use Requirements
18. Novation Requirements
19. Debarment and Suspension Certification
20. Smoke-Free Workplace Certification
21. Covenant Against Contingent Fees
22. Payment Withholds
23. Performance Evaluation
24. Officials Not to Benefit
25. Four-Digit Date Compliance
26. Prohibited Use of State Funds for Software
27. Use of Small, Minority Owned and Women's Businesses
28. Alien Ineligibility Certification
29. Union Organizing
30. Contract Uniformity (Fringe Benefit Allowability)
31. Lobbying Restrictions and Disclosure Certification
32. Additional Restrictions

Attachment: 16-126 JUSD_SNAP-Ed_Attachment 1 (exhibit D(F)) (2705 : 16-126 Jurupa Unified School District_SNAP-Ed)

1. Federal Equal Opportunity Requirements

(Applicable to all federally funded agreements entered into by the California Department of Public Health (CDPH) formerly known as California Department of Health Services (CDHS).)

a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Contractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or CDPH, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.

b. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.

c. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Contractor's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Contractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.

e. The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

f. In the event of the Contractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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g. The Contractor will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or CDPH may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by CDPH, the Contractor may request in writing to CDPH, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

2. Travel and Per Diem Reimbursement

(Applicable if travel and/or per diem expenses are reimbursed with agreement funds.)

Reimbursement for travel and per diem expenses from CDPH under this Agreement shall, unless otherwise specified in this Agreement, be at the rates currently in effect, as established by the California Department of Personnel Administration (DPA), for nonrepresented state employees as stipulated in CDPH's Travel Reimbursement Information Exhibit. If the DPA rates change during the term of the Agreement, the new rates shall apply upon their effective date and no amendment to this Agreement shall be necessary. Exceptions to DPA rates may be approved by CDPH upon the submission of a statement by the Contractor indicating that such rates are not available to the Contractor. No travel outside the State of California shall be reimbursed without prior authorization from CDPH. Verbal authorization should be confirmed in writing. Written authorization may be in a form including fax or email confirmation.

3. Procurement Rules

(Applicable to all agreements in which equipment, property, commodities and/or supplies are furnished by CDPH or expenses for said items are reimbursed with state or federal funds.)

a. **Equipment definitions**

Wherever the term equipment /property is used, the following definitions shall apply:

(1) **Major equipment/property**: A tangible or intangible item having a base unit cost of **$5,000 or more** with a life expectancy of one (1) year or more and is either furnished by CDPH or the cost is reimbursed through this Agreement. Software and videos are examples of intangible items that meet this definition.

(2) **Minor equipment/property**: A tangible item having a base unit cost of **less than $5,000** with a life expectancy of one (1) year or more and is either furnished by CDPH or the cost is reimbursed through this Agreement.

b. **Government and public entities** (including state colleges/universities and auxiliary organizations), whether acting as a contractor and/or subcontractor, may secure all commodities, supplies, equipment and services related to such purchases that are required in performance of this Agreement. Said procurements are subject to Paragraphs d through h of Provision 3. Paragraph c of Provision 3 shall also apply, if equipment purchases are delegated to subcontractors that are nonprofit organizations or commercial businesses.

c. **Nonprofit organizations and commercial businesses**, whether acting as a contractor and/or subcontractor, may secure commodities, supplies, equipment and services related to such purchases for performance under this Agreement.

(1) Equipment purchases shall not exceed $50,000 annually.

To secure equipment above the annual maximum limit of $50,000, the Contractor shall make arrangements through the appropriate CDPH Program Contract Manager, to have all remaining equipment purchased through CDPH's Purchasing Unit. The cost of equipment purchased by or

Attachment: 16-126 JUSD_SNAP-Ed_Attachment 1 (exhibit D(F)) (2705 : 16-126 Jurupa Unified School District_SNAP-Ed)

through CDPH shall be deducted from the funds available in this Agreement. Contractor shall submit to the CDPH Program Contract Manager a list of equipment specifications for those items that the State must procure. The State may pay the vendor directly for such arranged equipment purchases and title to the equipment will remain with CDPH. The equipment will be delivered to the Contractor's address, as stated on the face of the Agreement, unless the Contractor notifies the CDPH Program Contract Manager, in writing, of an alternate delivery address.

(2) All equipment purchases are subject to Paragraphs d through h of Provision 3. Paragraph b of Provision 3 shall also apply, if equipment purchases are delegated to subcontractors that are either a government or public entity.

(3) Nonprofit organizations and commercial businesses, shall use a procurement system that meets the following standards:

(a) Maintain a code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in awarding procurement contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a procurement, or bid contract in which, to his or her knowledge, he or she has a financial interest.

(b) Procurements shall be conducted in a manner that provides, to the maximum extent practical, open, and free competition.

(c) Procurements shall be conducted in a manner that provides for all of the following:

[1] Avoid purchasing unnecessary or duplicate items.

[2] Equipment solicitations shall be based upon a clear and accurate description of the technical requirements of the goods to be procured.

[3] Take positive steps to utilize small and veteran owned businesses.

d. Unless waived or otherwise stipulated in writing by CDPH, prior written authorization from the appropriate CDPH Program Contract Manager will be required before the Contractor will be reimbursed for any purchase of $5,000 or more for commodities, supplies, equipment, and services related to such purchases. The Contractor must provide in its request for authorization all particulars necessary, as specified by CDPH, for evaluating the necessity or desirability of incurring such costs. The term "purchase" excludes the purchase of services from a subcontractor and public utility services at rates established for uniform applicability to the general public.

e. In special circumstances, determined by CDPH (e.g., when CDPH has a need to monitor certain purchases, etc.), CDPH may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of dollar amount. CDPH reserves the right to either deny claims for reimbursement or to request repayment for any Contractor and/or subcontractor purchase that CDPH determines to be unnecessary in carrying out performance under this Agreement.

f. The Contractor and/or subcontractor must maintain a copy or narrative description of the procurement system, guidelines, rules, or regulations that will be used to make purchases under this Agreement. The State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Contractor and/or subcontractor at any time.

g. For all purchases, the Contractor and/or subcontractor must maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection, for inspection or audit. Justifications supporting the absence of bidding (i.e., sole source purchases) shall also be maintained on file by the Contractor and/or subcontractor for inspection or audit.

h. CDPH may, with cause (e.g., with reasonable suspicion of unnecessary purchases or use of inappropriate purchase practices, etc.), withhold, cancel, modify, or retract the delegated purchase authority granted under Paragraphs b and/or c of Provision 3 by giving the Contractor no less than 30 calendar days written notice.

4. Equipment Ownership / Inventory / Disposition

Attachment: 16-126 JUSD_SNAP-Ed_Attachment 1 (exhibit D(F)) (2705 : 16-126 Jurupa Unified School District_SNAP-Ed)

(Applicable to agreements in which equipment and/or property is furnished by CDPH and/or when said items are purchased or reimbursed with state or federal funds.)

a. Wherever the terms equipment and/or property are used in Provision 4, the definitions in Provision 3, Paragraph a, shall apply.

Unless otherwise stipulated in this Agreement, all equipment and/or property that are purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement shall be considered state equipment and the property of CDPH.

(1) CDPH requires the reporting, tagging and annual inventorying of all equipment and/or property that is furnished by CDPH or purchased/reimbursed with funds provided through this Agreement.

Upon receipt of equipment and/or property, the Contractor shall report the receipt to the CDPH Program Contract Manager. To report the receipt of said items and to receive property tags, Contractor shall use a form or format designated by CDPH's Asset Management Unit. If the appropriate form (i.e., Contractor Equipment Purchased with CDPH Funds) does not accompany this Agreement, Contractor shall request a copy from the CDPH Program Contract Manager.

(2) If the Contractor enters into an agreement with a term of more than twelve months, the Contractor shall submit an annual inventory of state equipment and/or property to the CDPH Program Contract Manager using a form or format designated by CDPH's Asset Management Unit. If an inventory report form (i.e., Inventory/Disposition of CDPH-Funded Equipment) does not accompany this Agreement, Contractor shall request a copy from the CDPH Program Contract Manager. Contractor shall:

(a) Include in the inventory report, equipment and/or property in the Contractor's possession and/or in the possession of a subcontractor (including independent consultants).

(b) Submit the inventory report to CDPH according to the instructions appearing on the inventory form or issued by the CDPH Program Contract Manager.

(c) Contact the CDPH Program Contract Manager to learn how to remove, trade-in, sell, transfer or survey off, from the inventory report, expired equipment and/or property that is no longer wanted, usable or has passed its life expectancy. Instructions will be supplied by CDPH's Asset Management Unit.

b. Title to state equipment and/or property shall not be affected by its incorporation or attachment to any property not owned by the State.

c. Unless otherwise stipulated, CDPH shall be under no obligation to pay the cost of restoration, or rehabilitation of the Contractor's and/or Subcontractor's facility which may be affected by the removal of any state equipment and/or property.

d. The Contractor and/or Subcontractor shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance and preservation of state equipment and/or property.

(1) In administering this provision, CDPH may require the Contractor and/or Subcontractor to repair or replace, to CDPH's satisfaction, any damaged, lost or stolen state equipment and/or property. Contractor and/or Subcontractor shall immediately file a theft report with the appropriate police agency or the California Highway Patrol and Contractor shall promptly submit one copy of the theft report to the CDPH Program Contract Manager.

e. Unless otherwise stipulated by the program funding this Agreement, equipment and/or property purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, shall only be used for performance of this Agreement or another CDPH agreement.

f. Within sixty (60) calendar days prior to the termination or end of this Agreement, the Contractor shall provide a final inventory report of equipment and/or property to the CDPH Program Contract Manager and

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shall, at that time, query CDPH as to the requirements, including the manner and method, of returning state equipment and/or property to CDPH. Final disposition of equipment and/or property shall be at CDPH expense and according to CDPH instructions. Equipment and/or property disposition instructions shall be issued by CDPH immediately after receipt of the final inventory report. At the termination or conclusion of this Agreement, CDPH may at its discretion, authorize the continued use of state equipment and/or property for performance of work under a different CDPH agreement.

g. **Motor Vehicles**

(Applicable only if motor vehicles are purchased/reimbursed with agreement funds or furnished by CDPH under this Agreement.)

(1) If motor vehicles are purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, within thirty (30) calendar days prior to the termination or end of this Agreement, the Contractor and/or Subcontractor shall return such vehicles to CDPH and shall deliver all necessary documents of title or registration to enable the proper transfer of a marketable title to CDPH.

(2) If motor vehicles are purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, the State of California shall be the legal owner of said motor vehicles and the Contractor shall be the registered owner. The Contractor and/or a subcontractor may only use said vehicles for performance and under the terms of this Agreement.

(3) The Contractor and/or Subcontractor agree that all operators of motor vehicles, purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, shall hold a valid State of California driver's license. In the event that ten or more passengers are to be transported in any one vehicle, the operator shall also hold a State of California Class B driver's license.

(4) If any motor vehicle is purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, the Contractor and/or Subcontractor, as applicable, shall provide, maintain, and certify that, at a minimum, the following type and amount of automobile liability insurance is in effect during the term of this Agreement or any extension period during which any vehicle remains in the Contractor's and/or Subcontractor's possession:

Automobile Liability Insurance

(a) The Contractor, by signing this Agreement, hereby certifies that it possesses or will obtain automobile liability insurance in the amount of $1,000,000 per occurrence for bodily injury and property damage combined. Said insurance must be obtained and made effective upon the delivery date of any motor vehicle, purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, to the Contractor and/or Subcontractor.

(b) The Contractor and/or Subcontractor shall, as soon as practical, furnish a copy of the certificate of insurance to the CDPH Program Contract Manager. The certificate of insurance shall identify the CDPH contract or agreement number for which the insurance applies.

(c) The Contractor and/or Subcontractor agree that bodily injury and property damage liability insurance, as required herein, shall remain in effect at all times during the term of this Agreement or until such time as the motor vehicle is returned to CDPH.

(d) The Contractor and/or Subcontractor agree to provide, at least thirty (30) days prior to the expiration date of said insurance coverage, a copy of a new certificate of insurance evidencing continued coverage, as indicated herein, for not less than the remainder of the term of this Agreement, the term of any extension or continuation thereof, or for a period of not less than one (1) year.

(e) The Contractor and/or Subcontractor, if not a self-insured government and/or public entity, must provide evidence, that any required certificates of insurance contain the following provisions:

[1] The insurer will not cancel the insured's coverage without giving thirty (30) calendar days prior

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written notice to the State (California Department of Public Health (CDPH)).

[2] The State of California, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for the State under this Agreement and any extension or continuation of this Agreement.

[3] The insurance carrier shall notify CDPH, in writing, of the Contractor's failure to pay premiums; its cancellation of such policies; or any other substantial change, including, but not limited to, the status, coverage, or scope of the required insurance. Such notices shall contain a reference to each agreement number for which the insurance was obtained.

(f) The Contractor and/or Subcontractor is hereby advised that copies of certificates of insurance may be subject to review and approval by the Department of General Services (DGS), Office of Risk and Insurance Management. The Contractor shall be notified by CDPH, in writing, if this provision is applicable to this Agreement. If DGS approval of the certificate of insurance is required, the Contractor agrees that no work or services shall be performed prior to obtaining said approval.

(g) In the event the Contractor and/or Subcontractor fails to keep insurance coverage, as required herein, in effect at all times during vehicle possession, CDPH may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

5. **Subcontract Requirements**

(Applicable to agreements under which services are to be performed by subcontractors including independent consultants.)

a. Prior written authorization will be required before the Contractor enters into or is reimbursed for any subcontract for services costing $5,000 or more. Except as indicated in Paragraph a(3) herein, when securing subcontracts for services costing $5,000, the Contractor shall obtain at least three bids or justify a sole source award.

(1) The Contractor must provide in its request for authorization, all information necessary for evaluating the necessity or desirability of incurring such cost.

(2) The State may identify the information needed to fulfill this requirement.

(3) Subcontracts performed by the following entities or for the service types listed below are exempt from the bidding and sole source justification requirements:

(a) A local governmental entity or the federal government,
(b) A State college or university from any State,
(c) A Joint Powers Authority,
(d) An auxiliary organization of a California State University or a California community college,
(e) A foundation organized to support the Board of Governors of the California Community Colleges,
(f) An auxiliary organization of the Student Aid Commission established under Education Code § 69522,
(g) Entities of any type that will provide subvention aid or direct services to the public,
(h) Entities and/or service types identified as exempt from advertising in State Contracting Manual 5.80. View this publication at the following Internet address:

http://www.ols.dgs.ca.gov/Contract+Manual/Chapters4through6.htm.

(i) Entities whose name and budgeted costs have been submitted to CDPH in response to a competitive solicitation.

b. CDPH reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Contractor to terminate subcontracts entered into in support of this Agreement.

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(1) Upon receipt of a written notice from CDPH requiring the substitution and/or termination of a subcontract, the Contractor shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by CDPH.

c. Actual subcontracts (i.e., written agreement between the Contractor and a subcontractor) of $5,000 or more are subject to the prior review and written approval of CDPH. CDPH may, at its discretion, elect to waive this right. All such waivers shall be confirmed in writing by CDPH.

d. Contractor shall maintain a copy of each subcontract entered into in support of this Agreement and shall, upon request by CDPH, make copies available for approval, inspection, or audit.

e. CDPH assumes no responsibility for the payment of subcontractors used in the performance of this Agreement. Contractor accepts sole responsibility for the payment of subcontractors used in the performance of this Agreement.

f. The Contractor is responsible for all performance requirements under this Agreement even though performance may be carried out through a subcontract.

g. The Contractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement.

h. The Contractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:

"(*Subcontractor Name*) agrees to maintain and preserve, until three years after termination of (*Agreement Number*) and final payment from CDPH to the Contractor, to permit CDPH or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records."

i. Unless otherwise stipulated in writing by CDPH, the Contractor shall be the subcontractor's sole point of contact for all matters related to performance and payment under this Agreement.

j. Contractor shall, as applicable, advise all subcontractors of their obligations pursuant to the following numbered provisions of this Exhibit: 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 17, 19, 20, 24, and 31 or other numbered provisions herein that deemed applicable.

6. Income Restrictions

Unless otherwise stipulated in this Agreement, the Contractor agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Contractor under this Agreement shall be paid by the Contractor to CDPH, to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by CDPH under this Agreement.

7. Audit and Record Retention

(Applicable to agreements in excess of $10,000.)

a. The Contractor and/or Subcontractor shall maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.

b. The Contractor's and/or subcontractor's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.

c. Contractor agrees that CDPH, the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this

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Agreement. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, CCR Title 2, Section 1896).

d. The Contractor and/or Subcontractor shall preserve and make available his/her records (1) for a period of three years from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (1) or (2) below.

(1) If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.

(2) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.

e. The Contractor and/or Subcontractor shall comply with the above requirements and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in Public Contract Code § 10115.10, if applicable.

f. The Contractor and/or Subcontractor may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Contractor and/or Subcontractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.

g. The Contractor shall, if applicable, comply with the Single Audit Act and the audit reporting requirements set forth in OMB Circular A-133.

8. Site Inspection

The State, through any authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract supported activities and the premises in which it is being performed. If any inspection or evaluation is made of the premises of the Contractor or Subcontractor, the Contractor shall provide and shall require Subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the authorized representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

9. Federal Contract Funds

(Applicable only to that portion of an agreement funded in part or whole with federal funds.)

a. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.

b. This agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Agreement in any manner.

c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.

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d. CDPH has the option to invalidate or cancel the Agreement with 30-days advance written notice or to amend the Agreement to reflect any reduction in funds.

10. **Intellectual Property Rights**

a. **Ownership**

(1) Except where CDPH has agreed in a signed writing to accept a license, CDPH shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all Intellectual Property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement.

(2) For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will and all other legal rights protecting intangible proprietary information as may exist now and/or here after come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.

(a) For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. Works does not include articles submitted to peer review or reference journals or independent research projects.

(3) In the performance of this Agreement, Contractor will exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, Contractor may access and utilize certain of CDPH's Intellectual Property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, Contractor shall not use any of CDPH's Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of CDPH. **Except as otherwise set forth herein, neither the Contractor nor CDPH shall give any ownership interest in or rights to its Intellectual Property to the other Party.** If during the term of this Agreement, Contractor accesses any third-party Intellectual Property that is licensed to CDPH, Contractor agrees to abide by all license and confidentiality restrictions applicable to CDPH in the third-party's license agreement.

(4) Contractor agrees to cooperate with CDPH in establishing or maintaining CDPH's exclusive rights in the Intellectual Property, and in assuring CDPH's sole rights against third parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this Agreement, Contractor shall require the terms of the Agreement(s) to include all Intellectual Property provisions. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to CDPH all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or CDPH and which result directly or indirectly from this Agreement or any subcontract.

(5) Contractor further agrees to assist and cooperate with CDPH in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce CDPH's Intellectual Property rights and interests.

b. Retained Rights / License Rights

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(1) Except for Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement, Contractor shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this Agreement. Contractor hereby grants to CDPH, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose Contractor's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Agreement, unless Contractor assigns all rights, title and interest in the Intellectual Property as set forth herein.

(2) Nothing in this provision shall restrict, limit, or otherwise prevent Contractor from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Agreement, provided that Contractor's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of CDPH or third party, or result in a breach or default of any provisions of this Exhibit or result in a breach of any provisions of law relating to confidentiality.

c. Copyright

(1) Contractor agrees that for purposes of copyright law, all works [as defined in Paragraph a, subparagraph (2)(a) of this provision] of authorship made by or on behalf of Contractor in connection with Contractor's performance of this Agreement shall be deemed "works made for hire". Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of Contractor or that person has entered into an agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such person that: (i) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to CDPH to any work product made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement.

(2) All materials, including, but not limited to, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement, shall include CDPH's notice of copyright, which shall read in 3mm or larger typeface: "© *[Enter Current Year e.g., 2007, etc.]*, Department of Public Health. This material may not be reproduced or disseminated without prior written permission from the Department of Public Health." This notice should be placed prominently on the materials and set apart from other matter on the page where it appears. Audio productions shall contain a similar audio notice of copyright.

d. Patent Rights

With respect to inventions made by Contractor in the performance of this Agreement, which did not result from research and development specifically included in the Agreement's scope of work, Contractor hereby grants to CDPH a license as described under Section b of this provision for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the Agreement's scope of work, then Contractor agrees to assign to CDPH, without additional compensation, all its right, title and interest in and to such inventions and to assist CDPH in securing United States and foreign patents with respect thereto.

e. Third-Party Intellectual Property

Except as provided herein, Contractor agrees that its performance of this Agreement shall not be dependent upon or include any Intellectual Property of Contractor or third party without first: (i) obtaining CDPH's prior written approval; and (ii) granting to or obtaining for CDPH, without additional compensation, a license, as described in Section b of this provision, for any of Contractor's or third-party's Intellectual Property in existence prior to the effective date of this Agreement. If such a license upon the these terms is unattainable, and CDPH determines that the Intellectual Property should be included in or is required for Contractor's performance of this Agreement, Contractor shall obtain a license under terms acceptable to CDPH.

f. Warranties

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(1) Contractor represents and warrants that:

(a) It is free to enter into and fully perform this Agreement.

(b) It has secured and will secure all rights and licenses necessary for its performance of this Agreement.

(c) Neither Contractor's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Contractor.

(d) Neither Contractor's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.

(e) It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites, locations, property or props that may be used or shown.

(f) It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to CDPH in this Agreement.

(g) It has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

(h) It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Agreement.

(2) CDPH MAKES NO WARRANTY THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

g. **Intellectual Property Indemnity**

(1) Contractor shall indemnify, defend and hold harmless CDPH and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnitees") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim, action, or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of CDPH's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that issued after the effective date of this Agreement. CDPH reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against CDPH.

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(2) Should any Intellectual Property licensed by the Contractor to CDPH under this Agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve CDPH's right to use the licensed Intellectual Property in accordance with this Agreement at no expense to CDPH. CDPH shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for CDPH to continue using the licensed Intellectual Property; or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, CDPH shall be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity.

(3) Contractor agrees that damages alone would be inadequate to compensate CDPH for breach of any term of this Intellectual Property Exhibit by Contractor. Contractor acknowledges CDPH would suffer irreparable harm in the event of such breach and agrees CDPH shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

h. **Federal Funding**

In any agreement funded in whole or in part by the federal government, CDPH may acquire and maintain the Intellectual Property rights, title, and ownership, which results directly or indirectly from the Agreement; except as provided in 37 Code of Federal Regulations part 401.14; however, the federal government shall have a non-exclusive, nontransferable, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

i. **Survival**

The provisions set forth herein shall survive any termination or expiration of this Agreement or any project schedule.

11. **Air or Water Pollution Requirements**

Any federally funded agreement and/or subcontract in excess of $100,000 must comply with the following provisions unless said agreement is exempt under 40 CFR 15.5.

a. Government contractors agree to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act [42 U.S.C. 1857(h)], section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

b. Institutions of higher education, hospitals, nonprofit organizations and commercial businesses agree to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et seq.), as amended, and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended.

12. **Prior Approval of Training Seminars, Workshops or Conferences**

Contractor shall obtain prior CDPH approval of the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop, or conference conducted pursuant to this Agreement and of any reimbursable publicity or educational materials to be made available for distribution. The Contractor shall acknowledge the support of the State whenever publicizing the work under this Agreement in any media. This provision does not apply to necessary staff meetings or training sessions held for the staff of the Contractor or Subcontractor to conduct routine business matters.

13. **Confidentiality of Information**

a. The Contractor and its employees, agents, or subcontractors shall protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or are disclosed to the

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Contractor, its employees, agents, or subcontractors as a result of services performed under this Agreement, except for statistical information not identifying any such person.

b. The Contractor and its employees, agents, or subcontractors shall not use such identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement.

c. The Contractor and its employees, agents, or subcontractors shall promptly transmit to the CDPH Program Contract Manager all requests for disclosure of such identifying information not emanating from the client or person.

d. The Contractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such identifying information to anyone other than CDPH without prior written authorization from the CDPH Program Contract Manager, except if disclosure is required by State or Federal law.

e. For purposes of this provision, 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.

f. As deemed applicable by CDPH, this provision may be supplemented by additional terms and conditions covering personal health information (PHI) or personal, sensitive, and/or confidential information (PSCI). Said terms and conditions will be outlined in one or more exhibits that will either be attached to this Agreement or incorporated into this Agreement by reference.

14. Documents, Publications and Written Reports

(Applicable to agreements over $5,000 under which publications, written reports and documents are developed or produced. Government Code Section 7550.)

Any document, publication or written report (excluding progress reports, financial reports and normal contractual communications) prepared as a requirement of this Agreement shall contain, in a separate section preceding the main body of the document, the number and dollar amounts of all contracts or agreements and subcontracts relating to the preparation of such document or report, if the total cost for work by nonemployees of the State exceeds $5,000.

15. Dispute Resolution Process

a. A Contractor grievance exists whenever there is a dispute arising from CDPH's action in the administration of an agreement. If there is a dispute or grievance between the Contractor and CDPH, the Contractor must seek resolution using the procedure outlined below.

(1) The Contractor should first informally discuss the problem with the CDPH Program Contract Manager. If the problem cannot be resolved informally, the Contractor shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Contractor. The Branch Chief shall respond in writing to the Contractor indicating the decision and reasons therefore. If the Contractor disagrees with the Branch Chief's decision, the Contractor may appeal to the second level.

(2) When appealing to the second level, the Contractor must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Contractor shall include with the appeal a copy of the Contractor's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Contractor to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Contractor within twenty (20) working days of receipt of the Contractor's second level appeal.

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b. If the Contractor wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Contractor shall follow the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Division 2, Chapter 2, Article 3 (commencing with Section 1140) of the California Code of Regulations).

c. Disputes arising out of an audit, examination of an agreement or other action not covered by subdivision (a) of Section 20204, of Chapter 2.1, Title 22, of the California Code of Regulations, and for which no procedures for appeal are provided in statute, regulation or the Agreement, shall be handled in accordance with the procedures identified in Sections 51016 through 51047, Title 22, California Code of Regulations.

d. Unless otherwise stipulated in writing by CDPH, all dispute, grievance and/or appeal correspondence shall be directed to the CDPH Program Contract Manager.

e. There are organizational differences within CDPH's funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Contractor shall be notified in writing by the CDPH Program Contract Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

16. Financial and Compliance Audit Requirements

a. The definitions used in this provision are contained in Section 38040 of the Health and Safety Code, which by this reference is made a part hereof.

b. Direct service contract means a contract or agreement for services contained in local assistance or subvention programs or both (see Health and Safety [H&S] Code section 38020). Direct service contracts shall not include contracts, agreements, grants, or subventions to other governmental agencies or units of government nor contracts or agreements with regional centers or area agencies on aging (H&S Code section 38030).

c. The Contractor, as indicated below, agrees to obtain one of the following audits:

(1) If the Contractor is a nonprofit organization (as defined in H&S Code section 38040) and receives **$25,000 or more** from any State agency under a direct service contract or agreement; the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit. Said audit shall be conducted according to Generally Accepted Auditing Standards. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**

(2) If the Contractor is a nonprofit organization (as defined in H&S Code section 38040) and receives **less than $25,000** per year from any State agency under a direct service contract or agreement, the Contractor agrees to obtain a biennial single, organization wide financial and compliance audit, unless there is evidence of fraud or other violation of state law in connection with this Agreement. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**

(3) If the Contractor is a State or Local Government entity or Nonprofit organization (as defined by the Federal Office of Management and Budget [OMB] Circular A-133) and expends $500,000 or more in Federal awards, the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit according to the requirements specified in OMB Circular A-133 entitled "Audits of States, Local Governments, and Non-Profit Organizations". An audit conducted pursuant to this provision will fulfill the audit requirements outlined in Paragraphs c(1) and c(2) above. The audit shall be completed by the end of the ninth month following the end of the audit period. The requirements of this provision apply if:

(a) The Contractor is a recipient expending Federal awards received directly from Federal awarding agencies, or

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(b) The Contractor is a subrecipient expending Federal awards received from a pass-through entity such as the State, County or community based organization.

(4) If the Contractor submits to CDPH a report of an audit other than an OMB A-133 audit, the Contractor must also submit a certification indicating the Contractor has not expended $500,000 or more in federal funds for the year covered by the audit report.

d. Two copies of the audit report shall be delivered to the CDPH program funding this Agreement. The audit report must identify the Contractor's legal name and the number assigned to this Agreement. The audit report shall be due within 30 days after the completion of the audit. Upon receipt of said audit report, the CDPH Program Contract Manager shall forward the audit report to CDPH's Audits and Investigations Unit if the audit report was submitted under Section 16.c(3), unless the audit report is from a City, County, or Special District within the State of California whereby the report will be retained by the funding program.

e. The cost of the audits described herein may be included in the funding for this Agreement up to the proportionate amount this Agreement represents of the Contractor's total revenue. The CDPH program funding this Agreement must provide advance written approval of the specific amount allowed for said audit expenses.

f. The State or its authorized designee, including the Bureau of State Audits, is responsible for conducting agreement performance audits which are not financial and compliance audits. Performance audits are defined by Generally Accepted Government Auditing Standards.

g. Nothing in this Agreement limits the State's responsibility or authority to enforce State law or regulations, procedures, or reporting requirements arising thereto.

h. Nothing in this provision limits the authority of the State to make audits of this Agreement, provided however, that if independent audits arranged for by the Contractor meet Generally Accepted Governmental Auditing Standards, the State shall rely on those audits and any additional audit work and shall build upon the work already done.

i. The State may, at its option, direct its own auditors to perform either of the audits described above. The Contractor will be given advance written notification, if the State chooses to exercise its option to perform said audits.

j. The Contractor shall include a clause in any agreement the Contractor enters into with the audit firm doing the single organization wide audit to provide access by the State or Federal Government to the working papers of the independent auditor who prepares the single organization wide audit for the Contractor.

k. Federal or state auditors shall have "expanded scope auditing" authority to conduct specific program audits during the same period in which a single organization wide audit is being performed, but the audit report has not been issued. The federal or state auditors shall review and have access to the current audit work being conducted and will not apply any testing or review procedures which have not been satisfied by previous audit work that has been completed.

The term "expanded scope auditing" is applied and defined in the U.S. General Accounting Office (GAO) issued Standards for *Audit of Government Organizations, Programs, Activities and Functions*, better known as the "yellow book".

17. Human Subjects Use Requirements

(Applicable only to federally funded agreements/grants in which performance, directly or through a subcontract/subaward, includes any tests or examination of materials derived from the human body.)

By signing this Agreement, Contractor agrees that if any performance under this Agreement or any subcontract or subagreement includes any tests or examination of materials derived from the human body for the purpose of providing information, diagnosis, prevention, treatment or assessment of disease, impairment, or health of a human being, all locations at which such examinations are performed shall meet the requirements of 42 U.S.C. Section 263a (CLIA) and the regulations thereunder.

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18. **Novation Requirements**

If the Contractor proposes any novation agreement, CDPH shall act upon the proposal within 60 days after receipt of the written proposal. CDPH may review and consider the proposal, consult and negotiate with the Contractor, and accept or reject all or part of the proposal. Acceptance or rejection of the proposal may be made orally within the 60-day period and confirmed in writing within five days of said decision. Upon written acceptance of the proposal, CDPH will initiate an amendment to this Agreement to formally implement the approved proposal.

19. **Debarment and Suspension Certification**

(Applicable to all agreements funded in part or whole with federal funds.)

a. By signing this Agreement, the Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 7 CFR Part 3017, 45 CFR 76, 40 CFR 32 or 34 CFR 85.

b. By signing this Agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;

(2) Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and

(4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

(5) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.

(6) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

c. If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to the CDPH Program Contract Manager.

d. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.

e. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the CDPH may terminate this Agreement for cause or default.

20. **Smoke-Free Workplace Certification**

(Applicable to federally funded agreements/grants and subcontracts/subawards, that provide health, day care, early childhood development services, education or library services to children under 18 directly or through local governments.)

a. Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be

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permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.

b. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000 for each violation and/or the imposition of an administrative compliance order on the responsible party.

c. By signing this Agreement, Contractor or Grantee certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The prohibitions herein are effective December 26, 1994.

d. Contractor or Grantee further agrees that it will insert this certification into any subawards (subcontracts or subgrants) entered into that provide for children's services as described in the Act.

21. Covenant Against Contingent Fees

(Applicable only to federally funded agreements.)

The Contractor warrants that no person or selling agency has been employed or retained to solicit/secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except *bona fide* employees or *bona fide* established commercial or selling agencies retained by the Contractor for the purpose of securing business. For breach or violation of this warranty, CDPH shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, and brokerage or contingent fee.

22. Payment Withholds

(Applicable only if a final report is required by this Agreement. Not applicable to government entities.)

Unless waived or otherwise stipulated in this Agreement, CDPH may, at its discretion, withhold 10 percent (10%) of the face amount of the Agreement, 50 percent (50%) of the final invoice, or $3,000 whichever is greater, until CDPH receives a final report that meets the terms, conditions and/or scope of work requirements of this Agreement.

23. Performance Evaluation

(Not applicable to grant agreements.)

CDPH may, at its discretion, evaluate the performance of the Contractor at the conclusion of this Agreement. If performance is evaluated, the evaluation shall not be a public record and shall remain on file with CDPH. Negative performance evaluations may be considered by CDPH prior to making future contract awards.

24. Officials Not to Benefit

No members of or delegate of Congress or the State Legislature shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom. This provision shall not be construed to extend to this Agreement if made with a corporation for its general benefits.

25. Four-Digit Date Compliance

(Applicable to agreements in which Information Technology (IT) services are provided to CDPH or if IT equipment is procured.)

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Contractor warrants that it will provide only Four-Digit Date Compliant (as defined below) Deliverables and/or services to the State. "Four Digit Date compliant" Deliverables and services can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Contract and does not limit the generality of warranty obligations set forth elsewhere herein.

26. Prohibited Use of State Funds for Software

(Applicable to agreements in which computer software is used in performance of the work.)

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

27. Use of Small, Minority Owned and Women's Businesses

(Applicable to that portion of an agreement that is federally funded and entered into with institutions of higher education, hospitals, nonprofit organizations or commercial businesses.)

Positive efforts shall be made to use small businesses, minority-owned firms and women's business enterprises, whenever possible (i.e., procurement of goods and/or services). Contractors shall take all of the following steps to further this goal.

(1) Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.

(2) Make information on forthcoming purchasing and contracting opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.

(3) Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.

(4) Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.

(5) Use the services and assistance, as appropriate, of such organizations as the Federal Small Business Administration and the U.S. Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned firms and women's business enterprises.

28. Alien Ineligibility Certification

(Applicable to sole proprietors entering federally funded agreements.)

By signing this Agreement, the Contractor certifies that he/she is not an alien that is ineligible for state and local benefits, as defined in Subtitle B of the Personal Responsibility and Work Opportunity Act. (8 U.S.C. 1601, et seq.)

29. Union Organizing

(Applicable only to grant agreements.)

Grantee, by signing this Agreement, hereby acknowledges the applicability of Government Code Sections 16645 through 16649 to this Agreement. Furthermore, Grantee, by signing this Agreement, hereby certifies that:

a. No state funds disbursed by this grant will be used to assist, promote or deter union organizing.

b. Grantee shall account for state funds disbursed for a specific expenditure by this grant, to show those funds were allocated to that expenditure.

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c. Grantee shall, where state funds are not designated as described in b herein, allocate, on a pro-rata basis, all disbursements that support the grant program.

d. If Grantee makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no state funds were used for those expenditures, and that Grantee shall provide those records to the Attorney General upon request.

30. **Contract Uniformity (Fringe Benefit Allowability)**

(Applicable only to nonprofit organizations.)

Pursuant to the provisions of Article 7 (commencing with Section 100525) of Chapter 3 of Part 1 of Division 101 of the Health and Safety Code, CDPH sets forth the following policies, procedures, and guidelines regarding the reimbursement of fringe benefits.

a. As used herein fringe benefits shall mean an employment benefit given by one's employer to an employee in addition to one's regular or normal wages or salary.

b. As used herein, fringe benefits do not include:

(1) Compensation for personal services paid currently or accrued by the Contractor for services of employees rendered during the term of this Agreement, which is identified as regular or normal salaries and wages, annual leave, vacation, sick leave, holidays, jury duty and/or military leave/training.
(2) Director's and executive committee member's fees.
(3) Incentive awards and/or bonus incentive pay.
(4) Allowances for off-site pay.
(5) Location allowances.
(6) Hardship pay.
(7) Cost-of-living differentials

c. Specific allowable fringe benefits include:

(1) Fringe benefits in the form of employer contributions for the employer's portion of payroll taxes (i.e., FICA, SUI, SDI), employee health plans (i.e., health, dental and vision), unemployment insurance, worker's compensation insurance, and the employer's share of pension/retirement plans, provided they are granted in accordance with established written organization policies and meet all legal and Internal Revenue Service requirements.

d. To be an allowable fringe benefit, the cost must meet the following criteria:

(1) Be necessary and reasonable for the performance of the Agreement.
(2) Be determined in accordance with generally accepted accounting principles.
(3) Be consistent with policies that apply uniformly to all activities of the Contractor.

e. Contractor agrees that all fringe benefits shall be at actual cost.

f. Earned/Accrued Compensation

(1) Compensation for vacation, sick leave and holidays is limited to that amount earned/accrued within the agreement term. Unused vacation, sick leave and holidays earned from periods prior to the agreement term cannot be claimed as allowable costs. See Provision f (3)(a) for an example.

(2) For multiple year agreements, vacation and sick leave compensation, which is earned/accrued but not paid, due to employee(s) not taking time off may be carried over and claimed within the overall term of the multiple years of the Agreement. Holidays cannot be carried over from one agreement year to the next. See Provision f (3)(b) for an example.

(3) For single year agreements, vacation, sick leave and holiday compensation that is earned/accrued but not paid, due to employee(s) not taking time off within the term of the Agreement, cannot be claimed as an allowable cost. See Provision f (3)(c) for an example.

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(a) **Example No. 1:**

If an employee, John Doe, earns/accrues three weeks of vacation and twelve days of sick leave each year, then that is the maximum amount that may be claimed during a one year agreement. If John Doe has five weeks of vacation and eighteen days of sick leave at the beginning of an agreement, the Contractor during a one-year budget period may only claim up to three weeks of vacation and twelve days of sick leave as actually used by the employee. Amounts earned/accrued in periods prior to the beginning of the Agreement are not an allowable cost.

(b) **Example No. 2:**
If during a three-year (multiple year) agreement, John Doe does not use his three weeks of vacation in year one, or his three weeks in year two, but he does actually use nine weeks in year three; the Contractor would be allowed to claim all nine weeks paid for in year three. The total compensation over the three-year period cannot exceed 156 weeks (3 x 52 weeks).

(c) **Example No. 3:**
If during a single year agreement, John Doe works fifty weeks and used one week of vacation and one week of sick leave and all fifty-two weeks have been billed to CDPH, the remaining unused two weeks of vacation and seven days of sick leave may not be claimed as an allowable cost.

31. **Lobbying Restrictions and Disclosure Certification**

(Applicable to federally funded agreements in excess of $100,000 per Section 1352 of the 31, U.S.C.)

a. Certification and Disclosure Requirements

(1) Each person (or recipient) who requests or receives a contract or agreement, subcontract, grant, or subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds $100,000 at any tier, shall file a certification (in the form set forth in Attachment 1, consisting of one page, entitled "Certification Regarding Lobbying") that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.

(2) Each recipient shall file a disclosure (in the form set forth in Attachment 2, entitled "Standard Form-LLL 'disclosure of Lobbying Activities'") if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action) in connection with a contract, or grant or any extension or amendment of that contract, or grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.

(3) Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph a(2) herein. An event that materially affects the accuracy of the information reported includes:

(a) A cumulative increase of $25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;

(b) A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or

(c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.

(4) Each person (or recipient) who requests or receives from a person referred to in Paragraph a(1) of this provision a contract or agreement, subcontract, grant or subgrant exceeding $100,000 at any tier under a contract or agreement, or grant shall file a certification, and a disclosure form, if required, to the next tier above.

(5) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to CDPH Program Contract Manager.

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b. Prohibition

Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract or agreement, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement.

32. **Additional Restrictions**

(Applicable to all contracts funded in whole or in part with funding from the federal Departments of Labor, Health and Human Services (including CDC funding), or Education.)

Contractor shall comply with the restrictions under Division F, Title V, Section 503 of the Consolidated Appropriations Act, 2012 (H.R. 2055), which provides that:

"SEC. 503.(a) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government, except in presentation to the executive branch of any State or local government itself.

(b) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

(c) The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control."

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STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF PUBLIC HEALTH

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants and cooperative agreements) of $100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Name of Contractor	Printed Name of Person Signing for Contractor
Contract / Grant Number	Signature of Person Signing for Contractor
Date	Title

After execution by or on behalf of Contractor, please return to:

California Department of Public Health

CDPH reserves the right to notifiy the contractor in writing of an alternate submission address.

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CERTIFICATION REGARDING LOBBYING

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

Approved by OMB
0348-0046

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
[ ] a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	[ ] a. bid/offer/application b. initial award c. post-award	[ ] a. initial filing b. material change For Material Change Only: Year _____ quarter _____ date of last report _____.

4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:
☐ Prime ☐ Subawardee Tier ___, if known: Congressional District, If known:	Congressional District, If known:
6. Federal Department/Agency	7. Federal Program Name/Description: CDFA Number, if applicable: _____
8. Federal Action Number, if known:	9. Award Amount, if known: $
10.a. Name and Address of Lobbying Registrant *(If individual, last name, first name, MI)*:	b. Individuals Performing Services *(including address if different from 10a.* *(Last name, First name, MI)*:
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. required disclosure shall be subject to a not more than $100,000 for each such failure.	Signature: _____ Print Name: _____ Title: Telephone No.: Date:
Federal Use Only	Authorized for Local Reproduction Standard Form-LLL (Rev. 7-97)

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INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Attachment: 16-126 JUSD_SNAP-Ed_Attachment 1 (exhibit D(F)) (2705 : 16-126 Jurupa Unified School District_SNAP-Ed)

ATTACHMENT 2

Information Confidentiality and Security Requirements

1. **Definitions**. For purposes of this Exhibit, the following definitions shall apply:

   A. **Public Information:** Information that is not exempt from disclosure under the provisions of the California Public Records Act (Government Code sections 6250-6265) or other applicable state or federal laws.

   B. **Confidential Information:** Information that is exempt from disclosure under the provisions of the California Public Records Act (Government Code sections 6250-6265) or other applicable state or federal laws.

   C. **Sensitive Information:** Information that requires special precautions to protect from unauthorized use, access, disclosure, modification, loss, or deletion. Sensitive Information may be either Public Information or Confidential Information. It is information that requires a higher than normal assurance of accuracy and completeness. Thus, the key factor for Sensitive Information is that of integrity. Typically, Sensitive Information includes records of agency financial transactions and regulatory actions.

   D. **Personal Information:** Information that identifies or describes an individual, including, but not limited to, their name, social security number, physical description, home address, home telephone number, education, financial matters, and medical or employment history. **It is CDPH's policy to consider all information about individuals private unless such information is determined to be a public record.**

2. **Nondisclosure**. The Contractor and its employees, agents, or subcontractors shall protect from unauthorized disclosure any Personal Information, Sensitive Information, or Confidential Information (hereinafter identified as PSCI), except for statistical information not identifying any such person.

3. The Contractor and its employees, agents, or subcontractors shall not use any PSCI for any purpose other than carrying out the Contractor's obligations under this Agreement.

4. The Contractor and its employees, agents, or subcontractors shall promptly transmit to the CDPH Program Contract Manager all requests for disclosure of any PSCI not emanating from the person who is the subject of PSCI.

5. The Contractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the person who is the subject of PSCI, any PSCI to anyone other than CDPH without prior written authorization from the CDPH Program Contract Manager, except if disclosure is required by State or Federal law.

6. The Contractor shall observe the following requirements:

   A. **Safeguards**. The Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PSCI, including electronic PSCI that it creates, receives, maintains, uses, or transmits on behalf of CDPH. Contractor shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities, including at a minimum, the safeguards set forth in Exhibit I, the SR1 CDPH-ISO Project Requirements.

Attachment: 16-126 JUSD_SNAP-Ed_Attachment 2 (security confidential requi) (2705 : 16-126 Jurupa Unified School District_SNAP-Ed)

ATTACHMENT 2

Information Confidentiality and Security Requirements

B. ***Security Officer***. The Contractor shall designate a Security Officer to oversee its data security program who will be responsible for carrying out its privacy and security programs and for communicating on security matters with CDPH.

C. ***Training***. The Contractor shall provide training on its data privacy and security policies at its own expense, to all its employees who assist in the performance of functions or activities on behalf of CDPH under this Agreement and use or disclose PSCI.

1) The Contractor shall require each employee who receives data privacy and security training to sign a certification, indicating the employee's name and the date on which the training was completed.

2) The Contractor shall retain each employee's written certifications for CDPH inspection for a period of three years following contract termination.

D. ***Discovery and Notification of Breach***. The Contractor shall notify CDPH **immediately by telephone call plus email or fax** upon the discovery of breach of security of PSCI in computerized form if the PSCI was, or is reasonably believed to have been, acquired by an unauthorized person, **or within twenty-four (24) hours by email or fax** of the discovery of any suspected security incident, intrusion or unauthorized use or disclosure of PSCI in violation of this Agreement, this provision, the law, or potential loss of confidential data affecting this Agreement. Notification shall be provided to CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer. If the incident occurs after business hours or on a weekend or holiday and involves electronic PSCI, notification shall be provided by calling the CDPH I.T. Service Desk. Contractor shall take:

1) Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment and

2) Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

E. ***Investigation of Breach***. The Contractor shall immediately investigate such security incident, breach, or unauthorized use or disclosure of PSCI and within seventy-two (72) hours of the discovery, shall notify the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer of:

1) What data elements were involved and the extent of the data involved in the breach,

2) A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed PSCI,

3) A description of where the PSCI is believed to have been improperly transmitted, sent, or utilized,

4) A description of the probable causes of the improper use or disclosure; and

5) Whether Civil Code sections 1798.29 or 1798.82 or any other federal or state laws requiring individual notifications of breaches are triggered.

F. ***Written Report***. The Contractor shall provide a written report of the investigation to the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall include, but not be limited to, the information specified above, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure.

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G. ***Notification of Individuals***. The Contractor shall notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and shall pay any costs of such notifications, as well as any costs associated with the breach. The CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer shall approve the time, manner and content of any such notifications.

H. ***Affect on lower tier transactions.*** The terms of this Exhibit shall apply to all contracts, subcontracts, and subawards, regardless of whether they are for the acquisition of services, goods, or commodities. The Contractor shall incorporate the contents of this Exhibit into each subcontract or subaward to its agents, subcontractors, or independent consultants.

7. **Contact Information**. To direct communications to the above referenced CDPH staff, the Contractor shall initiate contact as indicated herein. CDPH reserves the right to make changes to the contact information below by giving written notice to the Contractor. Said changes shall not require an amendment to this Exhibit or the Agreement to which it is incorporated.

CDPH Program Contract Manager	**CDPH Privacy Officer**	**CDPH Chief Information Security Officer**
See the Scope of Work exhibit for Program Contract Manager	Privacy Officer Privacy Office, c/o Office of Legal Services California Department of Public Health P.O. Box 997377, MS 0506 Sacramento, CA 95899-7377 Email: privacy@cdph.ca.gov Telephone: (877) 421-9634	Chief Information Security Officer Information Security Office California Department of Public Health P.O. Box 997413, MS 6302 Sacramento, CA 95899-7413 Email: cdphiso@cdph.ca.gov Telephone: IT Service Desk (916) 440-7000 or (800) 579-0874

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INFORMATION SECURITY OFFICE

Information Systems Security Requirements for Projects (ISO/SR1)

Version 4.0

February 2010

Attachment: 16-126 JUSD_SNAP-Ed_Attachment 3 (ISS req for proj) (2705 : 16-126 Jurupa Unified School District_SNAP-Ed)

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Revised:	
Title: **Information Systems Security Requirements for Projects**	

IMPORTANT NOTE: If an exemption from any SR1 requirement is required, the SR1 Exemption Form in Appendix A must be completed by the Project Manager or Contract Manager.

I. Purpose

This document provides the minimum security requirements mandated by the California Department of Public Health (CDPH) Information Security Office (ISO) for projects governed and/or subject to the policies and standards of CDPH. Projects that intend to deploy systems/applications into the CDPH system infrastructure, or will utilize CDPH information system services, are also subject to these minimum security requirements.

This document is intended to assist CDPH and its service customers in understanding the criteria CDPH will use when evaluating and certifying the system design, security features and protocols used by project solutions utilizing CDPH services. These security requirements will also be used in conjunction with the CDPH ISO compliance review program of its information system services customers.

This document will serve as a universal set of requirements which must be met regardless of physical hosting location or entities providing operations and maintenance responsibility. These requirements do not serve any specific project, nor do they prescribe any specific implementation technology.

II. Scope of Requirements

The information security requirements in this document are organized in five categories (sections) and address at a minimum:

- Administrative/Management Safeguards
- Technical and Operational Safeguards
- Solution Architecture
- Documentation of Solution
- ISO Notifications and Approvals

III. Contact

Chief Information Security Officer
California Department of Public Health
Information Security Office (ISO)
cdphiso@cdph.ca.gov

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IV. Information Systems Security Requirements

A. Administrative / Management Safeguards

1. Workforce Confidentiality Statement

All persons working with CDPH information must sign a Security and Confidentiality Acknowledgement Statement. The Statement must include, at a minimum: General Use, Security and Privacy safeguards, Unacceptable Use, Audit and Enforcement policies. (Contact the CDPH ISO for the current version of the Security & Confidentiality Acknowledgement Statement in use.)

The Statement must be signed by the Project member prior to being granted access to the CDPH information. The Statement must be renewed annually.

2. Access Authorization & Maintenance

Project/Program must document and implement clearly defined rules and processes for vetting and granting authorizations, as well as procedures for the supervision of workforce members who work with CDPH information or in locations where it might be accessed.

On at least a semi-annual basis, Project/Program will review and remove all authorizations for individuals who have left the department, transferred to another unit, or assumed new job duties within CDPH.

3. Information System Activity Review

Project/Program must implement and document procedures to regularly review records of information system activity (such as audit logs, access reports, and security incident tracking reports).

Project/Program must ensure any hosting or maintenance agreements clearly identify responsibility for this activity. Logs may be stored within the system or preferably on a centralized logging server or service, and must be maintained for a minimum of three years.

4. Periodic System Security & Log Review

All systems must allow for periodic system security reviews that provide assurance that management, operations, personnel, and technical controls are functioning effectively and providing adequate levels of protection.

These reviews may include technical tools and security procedures (such as vulnerability assessment products and penetration testing).

All systems processing and/or storing CDPH information must have a method or procedure in place to create and review system logs for unauthorized access. Logs may be stored within the system or on a centralized logging server or service, and must be maintained for a minimum of three years.

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5. Disaster Recovery Plan

Project/Program will establish procedures that allow facility access in support of restoration of lost information under the Disaster Recovery Plan (DRP) and emergency mode operations plan in the event of an emergency.

The restoration/recovery support procedures must be added to the existing DRP to restore any loss of information and assure continuity of computing operations for support of both the application and information.

Recovery procedures must be developed using the most current DRP template provided by the CDPH ISO.

All systems, as part of a new or existing project, must allow for periodic system recovery testing. The period between tests should be defined as part of the project and be consistent with relevant CDPH disaster recovery standards. Such testing should provide assurances that plans and controls (management, operations, personnel, and technical) are functioning effectively and providing adequate levels of protection during an incident, disaster, or breach.

Project/Program will conduct an annual Business Impact Analysis of the application to determine the Maximum Acceptable Outage (MAO), cost of lost functionality, system component dependencies, business function dependencies, and business partner dependencies.

6. Change Control

All systems processing and/or storing CDPH information must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity, and availability of information.

Systems running within the CDPH environment and/or utilizing CDPH services must comply with CDPH standards for change control process and procedures.

7. Supervision of Information

Classified information in paper form must not be left unattended at any time, unless it is locked in a file cabinet, file room, desk, or office. Unattended means that information is not being observed by an employee authorized to access the information. Classified information in paper form must also not be left unattended at any time in vehicles or planes, and must not be transported in checked-in baggage on commercial airplanes.

8. Escorting Visitors

Visitors to areas where classified information is contained must be escorted and classified information must be kept out of sight while visitors are in the area.

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B. Technical and Operational Safeguards

1. System Security Compliance

All Project systems must comply with applicable CDPH security policies and requirements, as specified in the State Administrative Manual (SAM), Public Health Administrative Manual (PHAM), Privacy Act, and any other applicable State or Federal regulation. All security safeguards and precautions must be subject to the approval of the CDPH ISO.

2. Malware Protection

All systems must install and actively use anti-virus software, with a minimum daily automatic update scheduled. Systems such as mainframes, where anti-virus is unavailable, are excluded from this requirement. All security safeguards and precautions must be subject to the approval of the CDPH ISO.

3. Patch Management

All systems must install and actively use a comprehensive third-party patch management program, and routinely update system and application software within two weeks of vendor release unless the CDPH ISO validates a patch is not applicable. Critical updates may require a more restrictive timeline. All security safeguards and precautions must be subject to the approval of the CDPH ISO.

4. Encrypted Electronic Transmissions

All information electronic transmissions that contain classified information (such as website access, file transfers or through e-mail) must be encrypted end-to-end using an industry-recognized encryption standard (such as Transport Layer Security (TLS) or its predecessor, Secure Socket Layer (SSL), Secure File Transfer Protocol (SFTP), or any FIPS 140-2 certified encryption algorithm). Classified information must be encrypted at the minimum of Advanced Encryption Standard (AES) with a 128 bit key or higher. Equivalent or stronger algorithms may be used upon approval of the CDPH ISO.

5. Encrypted Information Storage

All classified information must be encrypted when electronically stored using a CDPH approved encryption standard. Classified information must be encrypted at the minimum of AES with a 128 bit key or higher, or any FIPS 140-2 certified encryption algorithm. Equivalent or stronger algorithms may be used upon approval of the CDPH ISO.

6. Workstation / Laptop Encryption

All workstations and laptops that process and/or store classified CDPH information must be encrypted with a CDPH ISO approved solution. Classified CDPH information must be encrypted at the minimum of AES with a 128 bit key or higher, or any FIPS 140-2 certified encryption algorithm. Equivalent or stronger algorithms may be used upon approval of the CDPH ISO.

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7. Removable Media Encryption

All electronic files that contain classified CDPH information must be encrypted at the minimum of AES with a 128 bit key or higher, or any FIPS 140-2 certified encryption algorithm when stored on any removable media type device (such as USB thumb drives, floppies, CD/DVD, tape backup, etc.). Equivalent or stronger algorithms may be used upon approval of the CDPH ISO. The solution should follow best practices described in National Institute of Standards & Technology (NIST) 800-111, Guide to Storage Encryption Technologies for End User Devices.

8. Secure Connectivity

All transmission and data-links between the information and application/system, and DBMS and the Office of Technology Services (OTech) Wide Area Network (WAN), must be secure between transmission systems as required by regulation, policy and/or standard and as prescribed for the given application/system.

9. Intrusion Detection and Prevention

All systems that are accessible via the Internet, are critical, and/or contain classified information must install and actively use a CDPH ISO approved comprehensive third-party real-time intrusion detection and prevention solution. The solution must also report security events directly to a CDPH enterprise monitoring solution. All security safeguards and precautions must be subject to the approval of the CDPH ISO.

10. Minimum Information Download

In accordance with the principle of need-to-know, only the minimum amount of information required to perform necessary business functions should be copied or downloaded.

11. Information Sanitization

All classified CDPH information (electronic or paper) must be sanitized from systems when the information is no longer necessary. The sanitization method must conform to NIST Special Publication 800-88 Guidelines for Media Sanitization. Once information has been sanitized, the CDPH contract manager must be notified. If an agency or other entity is unable to sanitize the media in accordance with NIST 800-88 and provide notification, the media must be returned to CDPH after usage for sanitization in an approved manner.

12. Removal of Information

Classified CDPH information (electronic or paper) must not be removed from CDPH premises, or from the premises of an authorized vendor or contractor, without the written permission of the CDPH ISO.

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13. Faxing or Mailing of Information

Facsimile transmissions containing classified CDPH information must not be left unattended if fax machines are not in a secure area. Facsimile transmissions must include a cover sheet that contains a security statement notifying persons receiving faxes in error to destroy them and notify the CDPH ISO immediately. Fax numbers must be verified before sending.

Classified CDPH information must only be mailed using secure methods. Large volume mailings of classified CDPH information must be by a secure, bonded courier with signature required upon receipt. Disks and other transportable media sent through the mail must be encrypted with a CDPH ISO approved solution.

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C. Solution Architecture

1. System Security Compliance

The system must comply with all applicable CDPH security policies and requirements, as well as those specified in the State Administrative Manual (SAM), Public Health Administrative Manual (PHAM) Privacy Act, and any other applicable State or Federal regulation. All security safeguards and precautions must be subject to the approval of the CDPH ISO.

The system may share data with other entities only after all applicable agreements are in place. For example, using a CDPH data release form, Business Associate Agreement, or Data Use Agreement. These agreements must ensure data is protected according to all applicable standards and policies.

Any data which is exported outside the scope of the system and its security provisions (such as exports for statistical analysis) require approval by the CDPH ISO to ensure sufficient security is in place to protect the exported data.

2. Warning Banner

All systems containing CDPH information must display a login warning banner stating that information is classified, activity is logged, and system use is for business purposes only. User must be directed to log off the system if they do not agree and comply with these requirements.

The following warning banner must be used for all access points (such as desktops, laptops, web applications, mainframe applications, servers and network devices):

> ***WARNING: This is a State of California computer system that is for official use by authorized users and is subject to being monitored and/or restricted at any time. Unauthorized or improper use of this system may result in administrative disciplinary action and/or civil and criminal penalties. By continuing to use this system you indicate your awareness of and consent to these terms and conditions of use.***
>
> ***LOG OFF IMMEDIATELY, if you do not agree to the conditions stated in this warning.***

3. Layered Application Design

Applications must be able to be segmented into a layered application design separating, at a minimum, the Presentation, Application/Business Logic, and Data Access Logic, and Data Persistence/Database layers.

The Presentation, Application/Business Logic, and Data Access Logic layers must be separated physically by a firewall regardless of physical implementation.

Any system request made to the Business logic layer must be authenticated.

The Data Access Logic Layer may take the form of stored procedures, database Application Programming Interface (API), Data Access Objects/Components, Data Access Middleware, Shared Data Services, or Secure Web Service. Any system request made to the Data Access

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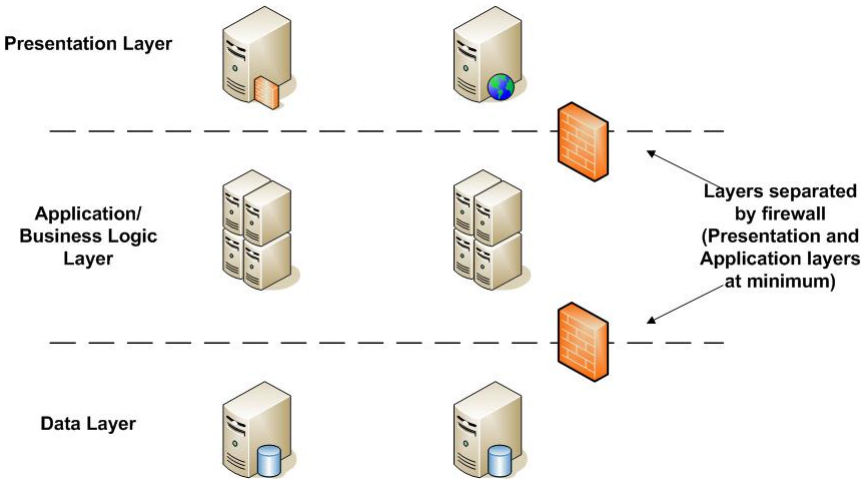
logic layer must be authenticated and authorized. No direct access to the Data Persistence/Database layer will be permitted, except through the Data Access logic layer.

All calls to the Data Persistence/Database layer will be made through the Data Access logic layer as a trusted sub-system that utilizes a single database access account to all transactions.

The Data Access Logic Layer must take the form of stored procedures, database API, Data Access Objects/Components, Data Access Middleware, Shared Data Services, or Secure Web Service. System requests made to the Business logic and Data Access logic layers must be authenticated and authorized.

Vendor-provided commercial off-the-shelf (COTS) packages, or components where physical separation of layers is not possible, requires CDPH ISO approval.



4. Input Validation

All user input must be validated before being committed to the database or other application information repository. The system must manage client input controls from server side to the extent possible. Data queries from the Presentation or the Business Logic layers must be validated for appropriate use of query language, and validated for appropriate quantity and quality of data input. This includes In-line Structured Query Language (SQL) calls. The system must validate client input on the server side to the extent possible. All third-party client side input controls must be documented and approved by the CDPH ISO.

5. Data Queries

All Data queries (including In-line SQL calls) will not be allowed from the Presentation or the Business Logic layers unless validated for appropriate use of query language and validated for appropriate quantity/quality of data input. All data queries solution must be approved by the CDPH ISO.

Database table names and column names must not be exposed. Applications must use an alias for every table and column.

Dynamic SQL will not be permitted from the Presentation Layer without prior approval from the CDPH ISO.

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6. Username/Password Based Authentication

When usernames and passwords are going to be used as the method for system authentication, the following requirements must be met:

- Username requirements:
  - Must be unique and traceable to an individual.
  - Must not be shared.
  - Must not be hard-coded into system logic.
- Password requirements:
  - Must not be shared.
  - Must be 8 characters or more in length.
  - Must not be a word found in the dictionary, regardless of language.
  - Must be encrypted using irreversible industry-accepted strong encryption.
  - Must be changed at least every 60 days.
  - Must not be the same as any of the previous 10 passwords.
  - Must be changed immediately if revealed or compromised.
  - Must be composed of characters from at least three of the following four groups from the standard keyboard:
    - Upper case letters (A-Z);
    - Lower case letters (a-z);
    - Numbers (0 through 9); and
    - Non-alphanumeric characters (punctuation symbols).
- Account security:
  - Accounts must be locked after three (3) failed logon attempts.
  - Account lock-out reset timers must be set for a minimum of 15 minutes.
  - Accounts must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password.

7. Administrative / Privileged Accounts Management

A privileged account is an account that allows an individual to perform maintenance on an operating system or applications (e.g. create/remove users, install applications, create/modify databases, etc.). Privileged accounts require the approval of the individual's manager, the CDPH ISO, and must include a business justification stating why privileged access is required and what it will be used for. Individuals granted privileged accounts must have already signed the Security and Confidentiality Acknowledgement Statement. (Contact the CDPH ISO for the current version of the Security & Confidentiality Acknowledgement Statement in use.)

The use of shared privileged accounts (e.g. Administrator) is strictly prohibited.

System administration must be performed using a different username rather than the one used for daily non-administrative activities. Administrative accounts must be used only for administrative activity within the authorized role of that account and the individual using it. It must be logged out of immediately after administrative work is complete.

- Username requirements:
  - Must be unique and traceable to an individual.
  - Must not be shared.
  - Must not be hard-coded into system logic.
  - Must be the same across different zones (e.g. Web Zone, Internal network, and Test Labs / Environments).
  - The default built-in Administrator account must be renamed and disabled.

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    - The naming convention for privileged accounts must not make it obvious that usernames belong to privileged accounts.
    - If a generic privileged account is created:
        - Must only be used in an Emergency.
        - Must not be used for routine maintenance.
        - The password storage and management process for generic privileged accounts must be approved by the CDPH ISO.
- Password requirements:
    - Must not to be shared.
    - Must be 12 characters or more in length.
    - Must not be a word found in the dictionary, regardless of language.
    - Must be encrypted using irreversible industry-accepted strong encryption.
    - Must be changed at least every 60 days.
    - Must not be the same as any of the previous 10 passwords.
    - Must be changed immediately if revealed, or compromised.
    - Must be comprised of characters from at least three of the following four groups from the standard keyboard:
        - Upper case letters (A-Z);
        - Lower case letters (a-z);
        - Numbers (0 through 9);
        - Non-alphanumeric characters (punctuation symbols).
    - Must be changed immediately upon the termination or transfer of an employee with knowledge of the password.
    - Must not be the same across different zones (e.g. Web Zone, Internal network, and Test Labs / Environments).
- Account security:
    - Accounts must be locked after three (3) failed logon attempts.
    - Account lock-out timers must be set for at least 60 minutes.

8. Service Accounts Management

A service account is an account used to run a service and whose password is known by multiple individuals, When and where it is necessary to use a service account, the account request will be approved by the manager of the Project/Program requesting the account and by the CDPH ISO. Requirements, stating the need for a service account, will be documented in the request. A service account password is shared among the individuals authorized to access the account, and is subject to controls as stated in the password requirements in this document.

Restrictions for Service Accounts

- Sharing passwords via email is prohibited, unless the body of the email itself is encrypted using strong encryption.
- When users are no longer authorized to access an existing service account, the service account password must be changed.

9. Authentication and Authorization

Any system deployed during a project, or as a result of a project, must provide secure role-based access for authorization (separation between system/server administrators and application/database administrators) utilizing the principle of least privilege at all layers/tiers.

In all cases, applications must default to explicitly deny access where authentication and/or authorization mechanisms are required. No application that requires a login can offer to, or be capable of, remembering a user's credentials.

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10. Authentication Logging

The system must log success and failures of user authentication at all layers as well as log all user transactions at the database layer as required by regulation, policy or standard, and as prescribed for the given application/system. This logging must be included for all user privilege levels including, but not limited to, systems administrators. This requirement applies to systems that process, store, and/or interface with CDPH information.

11. Automatic System Session Expiration

The system must provide an automatic timeout, requiring re-authentication of the user session after 20 minutes of inactivity.

12. Automatic System Lock-out and Reporting

The system must provide an automatic lock-out of users and a means to audit a minimum of three (3) failed log-in attempts. The means of providing audit information must be approved by the CDPH ISO.

13. Audit (Access)

All systems/applications will implement role-based access to auditing functions and audit trail information utilizing the principle of least privilege.

All systems/applications will implement a secure online interface to Audit Capabilities and Reporting by way of API or network service (or Web Service) to allow CDPH ISO to view logs, auditing procedures, and audit reporting.

14. Audit (Minimum Information)

The minimum log information below is required for any system that contains, or is involved in the transmission of, classified information. The log information should be available on every system running a production environment. This information must be provided upon request of the CDPH ISO for investigations and risk assessments.

The system must record, at minimum, the following events and any other events deemed appropriate by the CDPH ISO:

Transaction Types

- Any and all administrative changes to the system (such as administrative password changes, forgotten password resets, system variables, network configuration changes, disk sub-system modifications, etc).
- Logon failures.
- Logons during non-business hours.
- Failed access to an application or data.
- Addition, deletion, or modification of users or program access privileges.
- Changes in file access restrictions.
- Database addition, deletion, or modification.
- Copy of files before and after read/write changes.
- Transaction issued.

Attachment: 16-126 JUSD_SNAP-Ed_Attachment 3 (ISS req for proj) (2705 : 16-126 Jurupa Unified School District_SNAP-Ed)

Individual audit trail records must contain the information needed to associate each query transaction to its initiator and relevant business purpose. Individual audit trail records should capture, at a minimum, the following:

Minimum Audit Trail Record Content

- Date and time stamp.
- Unique username of transaction initiator.
- Transaction recorded.
- Success or failure of transaction recorded.
- Relevant business process or application component involved.
- Data captured (if any).

Audit Trail logs must be maintained at minimum for three (3) years after the occurrence, or a set period of time determined by the CDPH ISO that would not hinder a detailed forensic investigation of the occurrence. The CDPH ISO has final approval authority.

15. Application Security Controls

For any application which accesses classified information, the following technical controls must be present, unless an exception is granted by the CDPH ISO:

- Must use *least privileged accounts* to execute code and to access databases.
- User access rights must be authenticated and authorized on entry to each application tier.
- All user input must be validated, including parameters passed to all public web service methods.
- Information that is not required must not be exposed.
- If a web application fails, it must not leave sensitive data unprotected or expose any details in error messages presented to the user. Any exceptions must be logged or emailed to the appropriate team member.
- Any sensitive data stored in session, cookies, disk files, etc., must be encrypted. Any sensitive data passed between tiers must be encrypted or must use SSL.
- Applications must be protected from the Internet by a front-end web application, firewall, gateway, and proxy of a type approved by the CDPH ISO, which must be included in the documented system design.
- Postback Universal Resource Locators (URLs) must not contain unencrypted record identifiers or database keys.
- Postback URLs must not include query strings.

16. Application Code Security

Application developers should use tools and methods during development to ensure all custom source code is free from security vulnerabilities. At a minimum, the application must be free of the vulnerabilities described in the CWE/SANS Top 25 Most Dangerous Programmer Errors (http://www.sans.org/top25errors/).

CDPH has the right to conduct a vulnerability scan against the application prior to its activation, and may disapprove use of the application until the vulnerabilities are remediated and the application re-tested. Any verified vulnerabilities from this list must be corrected by the organization which developed the application, at no additional cost to CDPH. Unless an exception is granted by the CDPH ISO, vulnerabilities identified within third-party components must be remediated by the third-party vendor at no additional cost to CDPH. Otherwise, a different third-party component must be selected and implemented.

Attachment: 16-126 JUSD_SNAP-Ed_Attachment 3 (ISS req for proj) (2705 : 16-126 Jurupa Unified School District_SNAP-Ed)

17. Strong Authentication

Any information system providing access to Personally Identifiable Information (PII) and/or classified information from the Internet must assess the need for additional strong authentication, to prevent a significant data breach if a password is compromised. Strong authentication is defined as additional mandatory authentication over and beyond the password, for each account which has direct access to PII and/or classified information, or which has administrative privileges. The following factors should be included in the assessment:

- Applicable policies and regulations.
- Sensitivity of the PII or classified information.
- Number of data records.
- Number of user accounts with access to data.
- Level of control over end users.
- Level and frequency of log monitoring.
- Automated alerts and controls for unusual data access patterns.
- End user training on security practices.
- Other mitigating security controls.

The Project/Program providing access to PII and/or classified information from the Internet must either implement an approved strong authentication method, or document why strong authentication will not be utilized. This documentation must be provided to the CDPH ISO for review and approval.

The following methods are approved for strong authentication:

- **Physical Token:** A physical device in the possession of the account holder, which must be physically connected to the computer. Examples include a USB token or Smartcard.
- **One Time Password (OTP):** A temporary one time pass code is provided to the account holder, either by a physical device in their possession, or by way of a pre-defined communication channel such as cell phone or e-mail address. Examples include OTP token, or OTP sent via SMS text message, e-mail, or by automated voice call.
- **X.509 Certificate:** A digital certificate which has been installed on the access point computer or device, utilizing a Public Key Infrastructure (PKI).
- **Firewall Rules:** Firewall TCP/IP rules which ensure the account is only usable from an authorized access point, based upon specific IP address or IP subnet.

The following strong authentication method is approved for personal data access, where accounts have access to only the account holder's personal data, or a single data record they are custodian over such as a family member or information about their company. For example, an application where a client can submit or edit an enrollment form for themselves or someone else, but cannot access any other data records.

- **Personal Challenge Questions:** During registration, the account holder pre-answers one or more questions known only to them. When logging into a different computer, typically tracked with a cookie, they cannot login without correctly answering the pre-configured questions. The user should be prompted for whether the new computer is trusted vs. a one-time login, and this information used to determine whether to save a new cookie.

The proposed strong authentication mechanism must be included in the detailed design documentation as described in Section E.5, Application Security Approvals.

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D. Documentation of Solution

1. System Configuration

Project/Program must document and maintain documentation for the system/application. This should include the following:

- Detailed design.
- Description of hardware, software, and network components.
- Special system configurations.
- External interfaces.
- All layers of security controls.

2. Information Classification

Project/Program will document and maintain an information classification matrix of all information elements accessed and/or processed by solution.

The matrix should identify at a minimum:

- Information element.
- Information classification/sensitivity.
- Relevant function/process, or where is it used.
- System and database, or where is it stored.

3. System Roles and Relationships

Project must document the following roles and ensure everyone understands their role, and complies with all applicable policies and regulations.

- The designated owner of the system.
- The designated custodian(s) of the system.
- The users of the system.
- The security administrator for the system.
- Outside entities sending or receiving data to system.

Project must document the organizational structure and relationships between these roles.

4. Audit Method Documentation

Project/Program will document the solution's auditing features and provide samples of audit reporting.

5. Retention of Documentation

The system/application administrators will retain documentation, including audit and activity logs, for a minimum of three (3) years (up to seven (7) years maximum) from the date of its creation or the date it was last in effect, whichever is later. Shorter retention periods must be allowed contingent upon applicable regulations, policies, and standards, and upon approval by the CDPH ISO. In certain circumstances the retention period must be lengthened to comply with regulatory requirements.

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E. ISO Notifications and Approvals

1. Security Compliance Notification

As part of each project, assigned staff will document how the proposed solution meets or addresses the requirements specified in this document. This documentation must be submitted to the CDPH ISO prior to taking custody of CDPH information.

2. Notification of Changes to Solution

Once a project is approved as final by the CDPH ISO, no changes will be made to the project scope, documentation, systems or components without a change approval by the CDPH ISO.

3. Notification of Breach

The system/application administrators must immediately, and in writing, report to the CDPH ISO any and all breaches or compromises of system and/or information security. They must also take such remedial steps as may be necessary to restore security and repair damage, if any.

In the event of a breach or compromise of system and/or information security, the CDPH ISO may require a system/application security audit. The CDPH ISO must review the recommendations from the security audit, and make final decisions on the steps necessary to restore security and repair damage.

The system/application administrators must properly implement any and all recommendations of the security audit, as approved by the CDPH ISO.

4. Project Security Approvals

Projects must ensure checkpoints throughout the System Development Life Cycle (SDLC) which verify security requirements are being met. This must be incorporated in the project plan along with identification of necessary resources, timelines, and costs to address these requirements. The CDPH ISO should be involved throughout the SDLC to ensure this occurs.

For reportable Feasibility Study Reports (FSRs), the California Office of Information Security (OIS) requires submission of the *Questionnaire for Information Security and Privacy Components in Feasibility Study Reports and Project-Related Documents*.
See
http://www.cio.ca.gov/OIS/Government/documents/docs/Info_Sec_and_Priv_Components_FSR-Questionnaire.doc.

The response to this document must be approved by the CDPH ISO prior to submission.

Projects must ensure all applicable security requirements and deliverables are included in the project plan, and that ISO approvals are obtained, where required. This includes those listed in the following section, and any covered by other sections of this document. The CDPH ISO must be given reasonable time to review and comment on these deliverables.

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5. Application Security Approvals

At a minimum, for any application which accesses classified information, the following documented CDPH ISO approvals must be obtained at the appropriate project phases, and before the application is moved to production.

- CDPH ISO approval of a dated, detailed design document. This design must include network layout including specific firewall port requirements, server hosting locations, operating systems, databases, data exchange interfaces, and points of authentication/authorization. The project must not move beyond the design phase until there is a CDPH ISO approved design.
- CDPH ISO approval of any non-standard development tools (such as programming languages or toolkits).
- CDPH ISO approval of a plan for an independent security code review which addresses at minimum the current Open Web Application Security Project (OWASP) top ten application vulnerabilities, and CWE/SANS Top 25 Most Dangerous Programmer Errors, where applicable. CDPH ISO must approve any findings of that code review not being corrected. CDPH ISO recommends the security code review be carried out during the development process rather than only at the end.
- CDPH ISO approval of a plan for security code reviews of future maintenance code changes, which addresses at minimum the current OWASP top ten application vulnerabilities, CWE/SANS Top 25 Most Dangerous Programmer Errors, where applicable.
- CDPH ISO approval of a plan for an independent automated security vulnerability assessment of the application, and approval of the findings of that assessment. The assessment must assess at minimum the OWASP top ten risks and CWE/SANS Top 25 Most Dangerous Programmer Errors, where applicable.

Independent as indicated above is defined as organizationally separate from those developing or configuration the application. The independence and skill level of the entities being utilized must be approved by the CDPH ISO.

Application code and infrastructure is subject to a CDPH ISO audit, and must match the approved detailed design.

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F. Appendix A – SR1 Exemption Form

REF	Security Requirement	Exemption (Yes, No, or N/A)	Business Justification
A	**Administrative / Management Safeguards**		
1	Workforce Confidentiality Statement		
2	Access Authorization & Maintenance		
3	Information System Activity Review		
4	Periodic System Security & Log Review		
5	Disaster Recovery Plan		
6	Change Control		
7	Supervision of Information		
8	Escorting Visitors		
B	**Technical and Operational Safeguards**		
1	System Security Compliance		
2	Malware Protection		
3	Patch Management		
4	Encrypted Electronic Transmissions		
5	Encrypted Data Storage		
6	Workstation / Laptop Encryption		
7	Removable Media Encryption		
8	Secure Connectivity		
9	Intrusion Detection and Prevention		
10	Minimum Information Download		
11	Information Sanitization		
12	Removal of Information		
13	Faxing or Mailing of Information		
C	**Solution Architecture**		
1	System Security Compliance		
2	Warning Banner		
3	Layered Application Design		
4	Input Validation		
5	Data Queries		
6	Username/Password Based Authentication		
7	Administrative / Privileged Accounts Management		
8	Service Accounts Management		
9	Authentication and Authorization		
10	Authentication Logging		
11	Automatic System Session Expiration		
12	Automatic System Lock-out and Reporting		

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REF	Security Requirement	Exemption (Yes, No, or N/A)	Business Justification
13	Audit (Access)		
14	Audit (Minimum Information)		
15	Application Security Controls		
16	Application Code Security		
17	Strong Authentication		
D	**Documentation of Solution**		
1	System Configuration		
2	Information Classification		
3	System Roles and Relationships		
4	Audit Method Documentation		
5	Retention of Documentation		
E	**ISO Notifications**		
1	Security Compliance Notification		
2	Notification of Changes to Solution		
3	Notification of Breach		
4	Project Security Approvals		
5	Application Security Approvals		

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

Item **3.21**

SUBMITTAL DATE: October 17, 2016

FROM : RUHS-PUBLIC HEALTH:

SUBJECT: Approval of Agreement #16-125 between City of Riverside and the County of Riverside Department of Public Health for Supplemental, Nutrition Assistance Program Education, without seeking competitive bids, for the period of October 1, 2016 through September 30, 2019. District: 2. [$1,396,652] 100% Federal Funds.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and execute Agreement #16-125 with City of Riverside for Supplemental, Nutrition Assistance Program Education (SNAP-Ed), without seeking competitive bids, in the amount of $1,396,652 for the period of October 1, 2016 through September 30, 2019, and
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved by County Counsel to: sign amendments that do not change the substantive terms of the agreement and sign amendments to the compensation provisions that do not exceed 10% annually.

Consent

Sarah S Mack
Sarah S Mack, Director of Public Health 10/17/2016

BACKGROUND:
Summary
(Continued on page 2)

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	$ 390,174	$ 475,172	$ 1,396,652	$ 0
NET COUNTY COST	$ 0	$ 0	$ 0	$ 0

SOURCE OF FUNDS: 100% Federal Funds

Budget Adjustment: No

For Fiscal Year: 16/17-19/20

C.E.O. RECOMMENDATION: APPROVE

BACKGROUND:
Summary (continued)

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

The County of Riverside Department of Public Health, Nutrition and Health Promotion Branch is a continuing contractor participating in a multi-year contract with the California Nutrition Education and Obesity Prevention program (Agreement # 16-10146). The California Department of Public Health, Nutrition Education and Obesity Prevention Branch (NEOPB) represents a statewide movement of local, state and national partners collectively working toward improving the health status of low-income population through increased fruit and vegetable consumption and daily physical activity. Multiple venues are used to facilitate behavior change in the homes, school, worksites, and communities of low-income population to create environments that support fruit and vegetable consumption and physical activity. NEOPB funds must be spent on qualifying nutrition and physical programs in Riverside County through partnerships and coalitions to promote nutrition and physical activity. The target population for this program is eligible for participation in the Supplemental Nutrition Assistance Program Education (SNAP-Ed).

City of Riverside will collaborate and partner with the County of Riverside in the promotion of health and nutrition in Supplemental Nutrition Assistance Program Education (SNAP-Ed) eligible populations in Riverside County, as part of the NEOP project.

Impact on Residents and Businesses

Based on qualifying areas within the County of Riverside, SNAP-Ed eligible population will be targeted to increase the consumption of healthy foods and beverages, reduce consumption of less healthy foods and beverages and to increase physical activity as part of the NEOPB grant.

SUPPLEMENTAL:

Additional Fiscal Information

The NEOP grant received 100% of its funding from the State as a pass through from the Federal government. The NEOP program year is based on federal fiscal year (October 1, 2016 – September 30, 2019).

The table below outlines how the funds are distributed over the three year term of the agreement. Funding allocation for the county fiscal years is as follows:

Federal and County Fiscal Year Budget Comparison Table

County Fiscal Year (FY)	07/01/2016 - 06/30/2017	07/01/2017 - 06/30/2018	07/01/2018 - 06/30/2019	07/01/2019 - 06/30/2020	**Total 3 Years Contract**
City of Riverside	$390,174	$475,172	$427,238	$104,068	**$1,396,652**
Federal Fiscal Year (FFY)	10/01/2016 - 09/30/2017	10/01/2017 - 09/30/2018	10/01/2018 - 09/30/2019	10/01/2019 - 09/30/2020	
Contract Total	$ 520,232	$ 460,152	$ 416,268	-	**$1,396,652**

Contract History and Price Reasonableness

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

City of Riverside has been invited and selected as a sole source to participate in the NEOPB grant based on meeting qualifying criteria dictated by State Local Health Department agreement approved by Board of Supervisors on October 8, 2014, Board Agenda Number 3-76.

Lisa Brandl

Lisa Brandl, Director of Purchasing and Fleet Services 10/17/2016

Riverside University HEALTH SYSTEM
Public Health

Date: August 1, 2016

From: Sarah S. Mack, Director of Riverside University Health System – Public Health

To: Board of Supervisors

Via: Purchasing Agent

Subject: Sole Source Procurement; Request for City of Riverside, without seeking competitive bids, to provide nutritional education and obesity prevention activities and interventions for low-in-come.

The below information is provided in support of my Department requesting approval for a sole source.

1. **Supplier being requested:** City of Riverside
2. **Vendor ID:** 0000041810
3. **Supply/Service being requested:** Provide Supplemental Nutrition Assistance Program – Education (SNAP-Ed) allowable nutrition education and obesity prevention (NEOP) activities and interventions for low-income Californians. The focus of SNAP-Ed is health promotion to help the SNAP-Ed target audience establish healthy eating habits and a physically active lifestyle and for primary prevention of diseases to help the target audience who have risk factors for nutrition related chronic diseases, such as obesity, prevent and postpone the onset of disease by establishing healthier eating habits and being more physically active.
4. **Alternative suppliers that can or might be able to provide supply/service and extent of market search conducted:** None. All the schools in the city of Riverside reside within the Riverside Unified School District boundary.

   The City of Riverside was selected to participate in the Nutrition Education and Obesity Prevention Local Health Department SNAP-Ed grant. Selection was based on meeting qualifying criteria dictated by State Network Local Health Department. Due to limited funding, only the top four ranking cities/communities were selected for funding.

   Research was conducted using the internet, the Nutrition Education and Obesity Prevention Branch Geographic Information System Map Viewer and the California Department of Education Free and Reduced Priced Meal Data (FRPM) to identify eligible schools with 50% or more FRPM participation, commitment to healthy eating active schools and previous experience with the Nutrition Education and Obesity Prevention grant.

Sarah S. Mack, M.P.H., Director Cameron Kaiser, M.D., Public Health Officer

4065 County Circle Drive, Riverside, Ca. 92503 / 951.358.7036/ www.rivcoph.org

Attachment: 16-125 City of Riverside_SNAP-Ed_SSJ#17-124 (2703 : 16-125 City of Riverside_SNAP-Ed)

Riverside University HEALTH SYSTEM
Public Health

5. **Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide:** Boundaries of the City of Riverside geographic area cannot be provided by another school district. City of Riverside was designated as a NEOP city for funding 2012-2016 and approved by California Department of Public Health (CDPH) as well as United States Department of Agriculture (USDA). CDPH and USDA have approved another three (3) year work plan for City of Riverside. A change in the USDA work plan would create a minimum 6 month delay in implementing and returning 50% of allocated funds to Riverside County NEOP.

6. **Reasons why my department requires these unique features and what benefit will accrue to the county:** The City of Riverside has jurisdiction over the qualifying schools and will work together with the County of Riverside and a NEOP funded community based organization to facilitate implementation of policy, systems and environmental changes in support of healthy eating, active schools in the City of Riverside community.

7. **Period of Performance:** From: October 1, 2016 to September 30, 2019
(3 years)

Is this an annually renewable contract? ■ No ☐ Yes
Is this a fixed-term agreement? ☐ No ■ Yes

8. **Identify all costs for this requested purchase. If approval is for multiple years, ongoing costs must be identified below.**

Description:	FY17	FY18	FY19	Total
Staffing/Benefits	$ 214,625	$ 221,064	$ 227,696	$ 663,385
Non-Capital Equipment/Supplies	$ 2,350	$ 2,421	$ 2,493	$ 7,264
Materials	$ --	$ -	$ -	$ -
Travel	$ 4,256	$ 4,384	$ 4,515	$ 13,155
Building/Space	$ -	$ -	$ -	$ -
Maintenance	$ -	$ -	$ -	$ -
Equipment and Other Capital Expenditures	$ -	$ -	$ -	$ -
Contracts/Sub-Grants/Agreements	$ 299,000	$ 232,284	$ 181,564	$ 712,848
Indirect Costs	$ -	$ -	$ -	$ -
Total Costs	**$ 520,232**	**$ 460,152**	**$ 416,268**	**$ 1,396,652**

Form # 116-333 rev 7/23/15

Attachment: 16-125 City of Riverside_SNAP-Ed_SSJ#17-124 (2703 : 16-125 City of Riverside_SNAP-Ed)

Riverside University HEALTH SYSTEM
Public Health

9. **Price Reasonableness:** This is 100% grant funded by the California Department of Public Health, Nutrition Education and Obesity Prevention Branch (NEOPB). City of Riverside is a subcontractor to be funded $1,396,652 based on the level of services indicated in the Integrated Work Plan / Scope of Work specified by our funding agreement with California NEOPB. Pricing is based on similar agreements with similar level of services and Integrated Work Plan / Scope of Work.

10. **Projected Board of Supervisor Date (if applicable):**

Sarah L Mack	Sarah S Mack	9/19/16
Department Head Signature (or designee)	Print Name	Date

Purchasing Department Comments:

(Approve) Approve with Condition/s Disapprove

Not to exceed: $ 1,396,652 One time ~~Annual Amount~~ through 6/30/19 (Date)

	10/12/16	17-124
Purchasing Agent	**Date**	**Approval Number** (Reference on Purchasing Documents)

List Attachments:
Agreement #16-125
Form 11

Form # 116-333 rev 7/23/15

Attachment: 16-125 City of Riverside_SNAP-Ed_SSJ#17-124 (2703 : 16-125 City of Riverside_SNAP-Ed)

#16-125

Agreement

This is a Subcontracting Agreement of the California Supplemental Nutrition Assistance Program Education (SNAP-Ed) Plan of the California Department of Public Health, the California Department of Social Services and the United States Department of Agriculture

between

COUNTY OF RIVERSIDE

and

CITY OF RIVERSIDE

I. Purpose and Scope.

The purpose of this subcontract agreement, hereinafter referred to as "subcontract" or "agreement," is to clearly identify the roles and responsibilities of each party as they relate to providing nutrition education to Californians participating or eligible to participate in the CalFresh, previously known as the Food Stamp Program in California.[1] California's Supplemental Nutrition Assistance Program Education (SNAP-Ed) is funded federally by the United States Department of Agriculture (USDA) and administered at the state level by the California Department of Social Services (CDSS) and the California Department of Public Health's (CDPH's) *Nutrition Education and Obesity Prevention Branch (NEOPB)*.

The SNAP-Ed program is intended to provide nutrition education to low-income households. To support this goal, County of Riverside Department of Public Health, hereinafter referred to as "COUNTY" or "Grantee", and City of Riverside , hereinafter referred to as "CITY" or "Sub-grantee", will conduct nutrition education interventions to eligible families as described in their respective Scope of Work/Deliverables. Allowable services are outlined in the USDA SNAP-Ed Plan Guidance located at the following link:

http://snap.nal.usda.gov/national-snap-ed/snap-ed-plan-guidance-and-templates

Both COUNTY and CITY should ensure that program activities are conducted in compliance with all applicable Federal laws, rules, and regulations including Civil Rights and Office of Management and Budget (OMB) circulars governing cost issues.

II. Period of Performance.

The term of this agreement is the period within which the project responsibilities of this agreement shall be performed. The term commences October 1, 2016 and terminates September 30, 2019.

Attachment: 16-125 City of Riverside_SNAP-Ed_agreement_partially signed (2703 : 16-125 City of Riverside_SNAP-Ed)

III. Compensation.

In consideration of services provided by COUNTY, CITY shall receive compensation for services set forth in Exhibit A, INTEGRATED WORK PLAN/SCOPE OF WORK, and Exhibit B; BUDGET, not to exceed one million, three hundred ninety-six thousand, six hundred fifty-two dollars ($1,396,652) including all expenses.

IV. COUNTY Responsibilities.

COUNTY shall undertake the following activities during the duration of the agreement term:

1. Ensure adherence of CITY to applicable federal and state laws and regulations and program guidelines.

2. Review and approve all documentation evidencing CITY's performance of services as set forth in the Integrated Work Plan/Scope of Work, attached hereto as Exhibit A, and monitor CITY compliance with the agreement.

3. Provide training and technical assistance to CITY on promising practices and fiscal and programmatic rules and regulations.

4. Promptly reimburse allowable expenses according to the terms and conditions set forth in this agreement according to the following:

    a. The COUNTY standard payment default terms of 30 days after the submission of the monthly Federal Share invoices to COUNTY.

5. Ensure that CITY's Integrated Work Plan/Scope of Work activities do not supplant existing SNAP-Ed efforts or funding.

6. Review CITY's audit report and, within six months of receipt, issue a management decision on any audit findings. COUNTY will also ensure that CITY takes appropriate and timely corrective action to remain in compliance with federal regulations.

V. CITY Responsibilities.

CITY shall undertake the following activities during the duration of the agreement term:

1. Support and facilitate nutrition education services as outlined in the approved Integrated Work Plan/Scope of Work, attached hereto as Exhibit A, and Budget attached hereto as Exhibit B. Services shall be provided to SNAP eligible participants and potential SNAP eligible participants who have incomes at or below 185% of the federal poverty level (FPL). CITY will be required to designate the sites where services will be provided to ensure the target population is being reached. Site approval must be obtained before services begin. The methods used to qualify the proposed sites include:

Attachment: 16-125 City of Riverside_SNAP-Ed_agreement_partially signed (2703 : 16-125 City of Riverside_SNAP-Ed)

a. School sites within CITY and at least 50% of the students receiving free or reduced price meals.

2. Ensure that Federal Share is not used to supplant existing SNAP-Ed funds or activities.

3. Follow all relevant laws and regulations regarding documentation, reporting, use, etc. of these federal funds in accordance with OMB circulars A-122 and A-133 (for non-profits) or OMB circulars A-87 and A-133 (for State, Local, and Indian Tribal Governments) or OMB circulars A-21 (for Educational Institutions).
http://www.whitehouse.gov/omb/circulars/

4. Furnish project management, contract administration and fiscal control services, including but not limited to:

a. Adherence to the approved Integrated Scope of Work and Budget attached.

b. Return of this agreement, with the required signatures, within 30 days of its receipt.

c. Preparation and submission of approved monthly time log forms for each employee charging personnel costs to the program.

d. Preparation and submission of monthly Federal Share invoices to COUNTY according to the following :

1) Monthly Invoices Due Dates:
DISTRICT shall submit monthly invoices by the 25th of the following month to pay prior monthly expenditures.

2) Invoices shall be submitted or emailed to:

County of Riverside Department of Public Health
Nutrition Services Branch - Attn: Lisa Lin
4210 Riverwalk Parkway, Suite # 400
Riverside, CA 92505
llin@rivcocha.org

e. Sub-grantee is required to separate, batch and label each set of documentation according to one of the nine line items to which the expense is billed. Batch, attach vendor invoices, bills, receipts for all purchases and label the documentation according to the following line items:

1) Personnel Salaries
2) Fringe Benefits
3) Operating Expenses
4) Equipment Expenses – Not applicable

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5) Travel and Per Diem
6) Subcontracts – Not applicable
7) Other Costs
8) Indirect Costs

f. Sub-grantee is required to sign and submit a copy of the fully executed sub-grant agreement and/or consultant agreement to COUNTY.

The following key elements must be included in the sub-grant agreements:

1) Name of the parties entering into the agreement.
2) Terms of the agreement.
3) Scope of services or work to be completed, attached here as Exhibit A.
4) Maximum amount payable.
5) Cancellation clause.
6) Record retention clause
7) Copy of the CDPH - Special Terms and Conditions Exhibit D(F), attached hereto as Attachment 1.
8) Information confidentiality and security requirements, attached hereto as Attachment 2.
9) Information systems security requirements for projects, attached hereto as Attachment 3.

g. Comply with all requests from COUNTY including programmatic and fiscal onsite or desk reviews. Upon request, provide documentation to the COUNTY and follow protocols to ensure compliance with requirements.

h. Preparation and submission of On-line Activity Tracking Form (ATF) and Progress Reports as follows:

1) See attached Scope of Work - Exhibit A
2) Activities must be logged by the 7th of the following month to track prior month's activities.
3) Semi-annual progress reports will be due early April, date TBD.
4) Annual progress report will be due early October, date TBD.

i. Participation in all mandatory trainings and meetings as requested by COUNTY.

j. CITY agrees to maintain and preserve files relevant to this agreement, until three years after termination of and final payment is received from the NEOPB to the Grantee. In addition, permit the NEOPB , CDPH, CDSS, USDA or any duly authorized to have access to, examine or audit any pertinent books, documents, papers and fiscal records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records. Any costs that cannot be substantiated by source documentation may be disallowed.

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k. Return any funds necessary to repay USDA for any federal audit exceptions in which DISTRICT has not complied with the requirements of this agreement and applicable state and federal regulations.

l. Submission of a copy of audited financial statements to COUNTY nine months after the year end. CITY agrees to provide access to auditors to determine compliance with federal regulations.

VI. Documentation Approval and Acknowledgements.

COUNTY and CITY agree that documents prepared by organizations using CDPH funding for external release, in print or other media, or via the Internet, must undergo appropriate review and approval prior to release. Documents prepared by CDPH contractors and subcontractors and intended for publication and distribution by an entity outside of CDPH must receive the necessary departmental approvals prior to publishing or distribution. Concurrent submission to the internal and external review processes is not permitted. Reviews may take up to thirty (30) working days. CDPH has identified the following category of documents intended for external release applicable to nutrition education:

Health Education/Communication

- One time, periodic, or occasional
- Provides factual information to the public or target audience to prevent disease or improve health status
- Conveys a specific public health message to a select target audience about a specific public health problem or program

Examples:

- Brochure
- Fact sheet
- Media campaigns and advertisements
- Newsletter
- Fotonovela
- Press release or other press materials
- Public Service Announcement
- Social Networking – Facebook, Twitter, etc.

Materials, whether newly developed or reprinted, must include an appropriate acknowledgement/funding statement.

See the *NEOPB Branding Guidelines Manual* at:
http://www.cachampionsforchange.cdph.ca.gov/Library/networkbrandhome.php

for information on approved acknowledgement/funding statements and which types of materials should carry which version of the statement. For materials not listed, contact COUNTY for guidance on which statement is appropriate.

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Whenever possible, the *NEOPB* logo should be displayed prominently on all materials produced with *NEOPB* funds. This includes flyers, Web pages, PowerPoint presentations, printed publications, or any other documents. *NEOPB* logos are available in English, Spanish, black and white, color, and in different electronic file formats online in the *Resource Library* http://cdph.ca.gov/programs/cpns/RL/Pages/default.aspx

Additional Provisions links:

Fiscal and Administrative Guidelines
http://www.cdph.ca.gov/programs/cpns/Pages/FiscalandADministrativeGuidelinesManual.aspx

NEOPB Program Letters and any revisions
http://www.cdph.ca.gov/programs/cpns/Pages/ProgramLetters.aspx

United States Department of Agriculture, Supplemental Nutrition Assistance Program Education (SNAP-Ed) Plan Guidance
http://snap.nal.usda.gov/snap/Guidance/FinalFY2015SNAP-EdGuidance.pdf

VII. Terms and Conditions.

1. Hold Harmless/Indemnification.

   Each party agrees to indemnify, defend, and hold harmless the other party and its officers, directors, trustees, employees, agents (together "Employees and Agents") from any claim, liability or loss, including reasonable attorneys' fees arising out of or resulting from the acts or omissions of the indemnifying party or any of its Employees or Agents in connection with this Agreement, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of the non-indemnifying party's Employees and Agents. Each party shall notify the other party immediately in writing of any claim of injury or damage related to activities performed pursuant to this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities of this Agreement, provided that nothing shall require either party to disclose any documents, records or communications that are protected under the peer review privilege, the attorney-client privilege or the attorney work-product privilege. The provisions of this section shall survive the termination of this Agreement.

2. Liability Insurance.

   Without limiting or diminishing the CITY'S obligation to indemnify or hold the COUNTY harmless, CITY shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement:

   a. Workers' Compensation:
      If the CITY has employees as defined by the State of California, the CITY shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability

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(Coverage B) including Occupational Disease with limits not less than one million dollars $1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

b. Commercial General Liability:
Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury covering claims which may arise from or out of CITY'S performance of its obligations hereunder. Policy shall name all agencies, districts, special districts, and departments of the COUNTY of Riverside, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insured's. Policy's limit of liability shall not be less than one million dollars $1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

c. Vehicle Liability:
If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CITY shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than one million dollars $1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the County of Riverside, its agencies, districts, Special districts, and departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insured's.

d. General Insurance Provisions - All lines:
   1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the 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 CITY must declare its insurance self-insured retentions. If such self-insured retentions exceed five hundred, thousand $500,000 per occurrence such retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self insured retention unacceptable to the COUNTY, and at the election of the Country's Risk Manager, CITY'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.

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3) CITY shall cause CITY's insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, or 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CITY *shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsement or policy of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.*

4) It is understood and agreed to by the parties hereto and the insurance company(s), that the Certificate(s) of insurance and policies shall so covenant and shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) The COUNTY'S Reserved Rights –Insurance. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work (such as the use of aircraft or watercraft) the COUNTY reserves the right to adjust the type of insurance required herein, if; in the COUNTY Risk Manager's reasonable judgment the amount or type of insurance carried by the CITY has become inadequate

6) CITY 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.

3. License.

a. CITY shall, through the term of this Agreement, maintain all licenses necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, County of Riverside, and all other governmental agencies. CITY shall notify COUNTY immediately, in writing, of

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inability to obtain or maintain such license. Said inability shall be cause for termination of this Agreement.

b. CITY shall ensure that CITY'S employees, agents and other subcontractor's performing services under the terms of this Agreement are in compliance with all relative licensing requirements. CITY hereby agrees to notify COUNTY immediately, in writing, of inability of CITY or any of CITY'S employees, agents and other subcontractors, to obtain or maintain such license(s). Said inability shall be cause for termination of this Agreement.

c. A copy of each such license, permit, approval, waiver, exemption, registration, accreditation, and certificate shall be provided to COUNTY.

4. Nondiscrimination and Eligibility.

CITY shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel, on the basis of ethnic group identification, race, color, creed, ancestry, religion, national origin, physical handicap, medical condition, 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 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. §1210 et. Seq.) and all other applicable laws or regulations.

5. Conflict of Interest.

CITY and CITY'S employees shall have no interest, and shall not acquire any interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this Agreement

VIII. Special Terms and Conditions.

COUNTY and CITY shall follow all relevant and applicable regulations as specified in the CDPH "Special Terms and Conditions", also known as Exhibit D(F), attached hereto as Attachment 1. These may include, but are not limited to:

1. Travel and Per Diem Reimbursement – unless otherwise specified, Party A and Party B will be reimbursed for travel and per diem expenses at rates established by the California Department of Personnel Administration.

2. Subcontract Requirements – Not Applicable.

3. Lobbying Restrictions – for contracts and subcontracts that equal or exceed $100,000 in Federal Share.

4. Intellectual Property Rights – except where CDPH has agreed in a signed writing to accept a license, CDPH shall be and remain without additional compensation, the

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sole owner of any and all rights, title and interest in all Intellectual Property which result directly or indirectly from this Agreement.

IX. Funding.

1. Federal Share SNAP-Ed funding shall not be used to supplant existing nutrition education funds or activities during the term of the contract.

2. CITY shall provide Federal Share budget documentation as requested by USDA, CDSS, CDPH or COUNTY.

3. Program activities shall not supplant existing nutrition education programs, and where operating in conjunction with existing programs, enhance and supplement them.

4. Funding for each federal fiscal year is subject to approval by USDA. If full funding does not become available, CDPH will amend, reduce or cancel the resulting agreement. Continuation of services beyond the first fiscal year is subject to COUNTY and CITY continued successful performance.

X. Modification and Termination.

1. This agreement may be cancelled or terminated without cause by either party by giving (30) calendar days advance written notice to the other party. Such notification shall state the effective date of termination or cancellation and include any final performance and/or payment invoicing instructions/requirements.

2. Any and all amendments must be made in writing and must be agreed to and executed by the parties before becoming effective.

3. It is mutually agreed that if the Federal Budget of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State and COUNTY shall have no liability to pay any funds whatsoever to CITY; and CITY shall not be obligated to perform any provisions of this Agreement for which they are not reimbursed.

4. If funding for any fiscal year is reduced or deleted by the Federal Budget for purposes of this program, the State and COUNTY shall have the option to either cancel this Agreement with no liability occurring to the State or COUNTY, or offer an agreement amendment to CITY to reflect the reduced agreement.

XI. Notices.

Any notices required to be given under this agreement shall be given by regular mail, postage prepaid, addressed as follows:

Attachment: 16-125 City of Riverside_SNAP-Ed_agreement_partially signed (2703 : 16-125 City of Riverside_SNAP-Ed)

COUNTY:
Riverside County Department of Public Health
Procurement and Logistics
4065 County Circle Drive
Riverside, California 92503

CITY:
City of Riverside
3900 Main Street
Riverside, CA 92522

and a copy to:
Riverside County Department of Public Health
Nutrition Services Branch
4210 Riverwalk Parkway, Suite #400
Riverside, California 92505

Or to such other address (es) as the Parties may hereafter designate.

XII. Effective Date and Signature.

This agreement shall be effective upon the signature of COUNTY and CITY authorized officials. It shall be in force from October 1, 2016 to September 30, 2019. COUNTY and CITY indicate agreement with their signatures.

COUNTY	CITY
John J. Benoit, Chairman of the Board of Supervisors	Al Zelinka, Assistant City Manager
Print Name	Print Name
	October 4, 2016
Date	Date

ATTEST:

By_____
Kecia Harper-Ihem, Clerk

Attest: _____
City Clerk

APPROVED AS TO FORM

_____
DEPUTY CITY ATTORNEY

FORM APPROVED COUNTY COUNSEL
BY: _____ DATE 10/6/16
NEAL R. KIPNIS

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EXHIBIT A
#16-125

CHAMPIONS for CHANGE™

Riverside University HEALTH SYSTEM Public Health

Riverside County

FFY17-FFY19 Nutrition Education and Obesity Prevention (NEOP) grant

Integrated Work Plan

CITY OF RIVERSIDE

This material was produced by the California Department of Public Health's Nutrition Education and Obesity Prevention Branch with funding from USDA SNAP-Ed, known in California as CalFresh. These institutions are equal opportunity providers and employers. CalFresh provides assistance to low-income households and can help buy nutritious food for better health. For CalFresh information, call 1-877-847-3663. For important nutrition information, visit www.CaChampionsForChange.net.

Attachment: 16-125 City of Riverside_SNAP-Ed_Exhibit A Info (2703 : 16-125 City of Riverside_SNAP-Ed)

Subcontracting SNAP-Ed / NEOP FFY17-19 Funds

Objective

Award NEOP funding to local communities to work with CalFresh participants and those eligible for CalFresh to improve the nutrition related environment in their communities.

Goal:

By FFY19, NEOP funded cities and communities will have implemented Policy, Systems and Environmental Changes within their communities to build sustainability of healthy eating active living norms.

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NEOP Objectives

1. Increase Consumption and Access to Healthy Foods - Fruits and Vegetables
2. Increase Consumption and Access to Healthy Beverages and Reduced Consumption of Unhealthy Beverages
3. Increase Physical Activity (PA) and Reduce Sedentary Behavior
4. Implement Environmental Supports for Nutrition Education (Policy, Systems and Environmental Changes - PSE)



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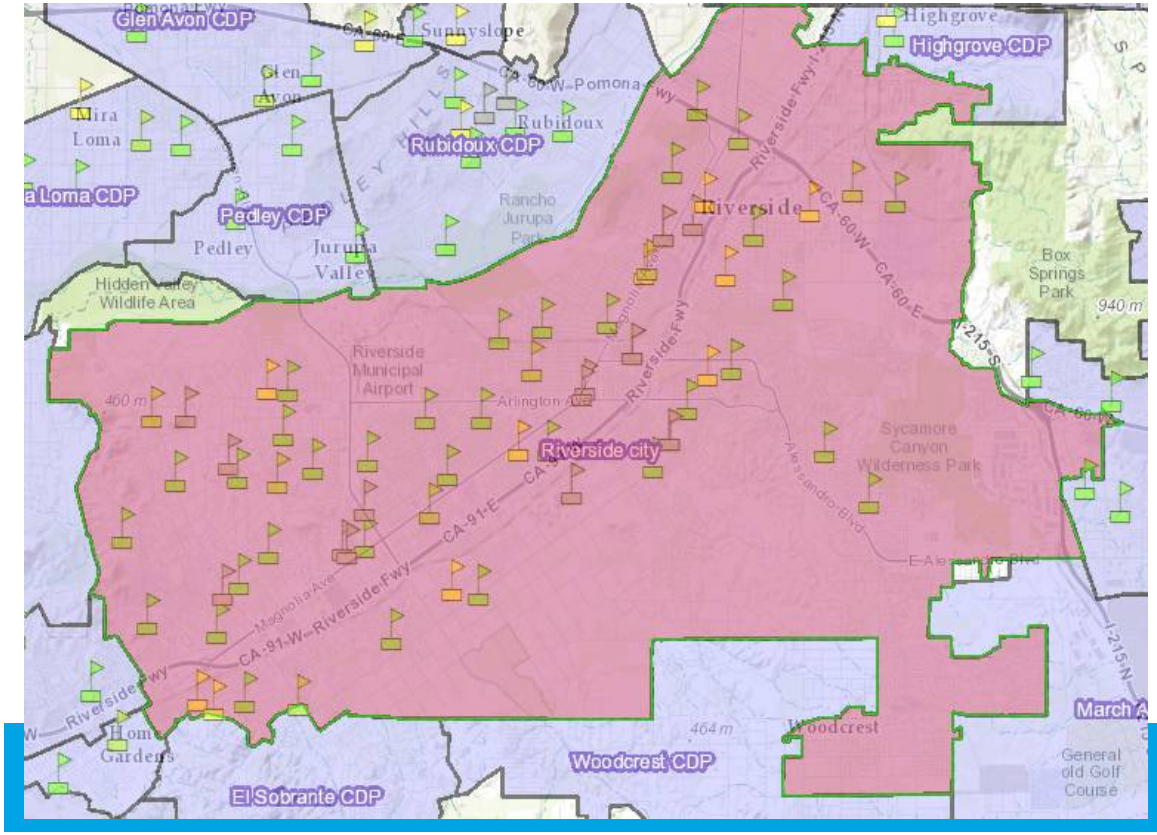
City of Riverside

Total Population 319,504	
% Population (≤185% FPL) (low income)	61,025 (19.1%)
SNAP-Eligible Schools (Riverside Unified and Alvord Unified) ***** *Another SNAP-Ed funded agency is providing services in 8 AUSD schools and 1 RUSD school.*	RUSD 36/50 AUSD 13/22 49 schools (33,874)

Data Sources: 2014 US Census Information, 2009-2013 American Communities Survey, California Department of Education- FRPM data

Map of City Boundary (Pink) and Schools (Flags)



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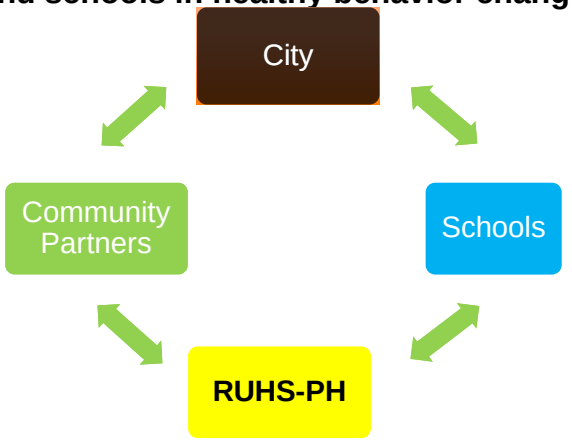
Continuing the Local movement towards Healthier Communities and Schools through Policy, Systems and Environmental Change

City of Riverside continues to show

- Interest in Healthy Eating Active Living
- Ability to build capacity in low income neighborhoods
- Healthy Eating Active Living Schools

City of Riverside continues to partner with community based organizations and schools in healthy behavior change



Working Together for Healthy Families



3-year NEOP Funding Opportunity

City / Community	FFY16/17	FFY17/18	FFY18/19	TOTAL
RIVERSIDE	$520,231.49	$460,152.07	$416,268.45	$1,396,652.01

NEOP funds are targeted towards CalFresh eligible residents in the City of Riverside.
Annual amounts may be higher if RUHS-PH receives carry-in funds.
Amount of carry-in funds, if any, is not known at this time.

(Funds contingent upon federal funds awarded to RUHS-PH.)

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Funding levels based on various factors:



- # and % of school free and reduced price meals
- # and % of low-income residents



- Presence of SNAP-Ed services from other agencies



- Dashboard data (Spending history)
- Activity Tracking Form (ATF) reports



- Declines in Federal SNAP-Ed funding

Additional funds for subcontracting may be available each contract year if:

RUHS-PH spends out the majority of their annual allocation, making them eligible for carry-in funds. Carry-in funds are estimated at 3-8%, if available.

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City of Riverside NEOP Funding Requirements

- Subcontracting allowable, per guidance below:
  - FFY17 up to **4 subcontractors**
  - FFY18 up to **3 subcontractors**
  - FFY19 up to **3 subcontractors**

Annually, two of the subcontractors must be Alvord Unified School District and Riverside Unified School District.

City of Riverside and each of their subcontractors is expected to contribute to a PSE category, and will meet quarterly with LHD staff to document PSE work.

- Amount subcontracted shall reflect direct education and PSE reach
  - For example, if subcontracting $90,000 the expected direct education and PSE efforts reach 900 SNAP-Ed eligibles.
- Must ensure a "Subcontractor Agreement" is obtained and executed for **each** subcontractor.
- Must monitor subcontractor activities to ensure integrity of education and reaching eligible SNAP-Ed population.
- Must monitor their monthly dashboards to ensure they are on track in expensing out at least 90% of their total funding allocation.

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Attachment: 16-125 City of Riverside_SNAP-Ed_Exhibit A Info (2703 : 16-125 City of Riverside_SNAP-Ed)

NEOP Reporting Requirements

Annually, City of Riverside will be required to submit the following:



- Semi-Annual Progress Reports * (Due early April, date TBD)
- Annual Progress Report (Due early October, date TBD)
- Online Activity Tracking Form (ATF)
  (Updated monthly, by the 7th of each month for previous month's activities)
- Impact/Outcome Evaluation (IOE) Project **
  - IOE Plan (Due early July, date TBD)
  - Final IOE Report (Due early July, date TBD)
- Policy, System, and Environmental (PSE) Evaluation Reporting (Quarterly)
- Invoices (Due monthly, by the 25th of each month for the previous month's expenditures.) September invoice may be due earlier than the 25th, date TBD.

*** Previously progress reports were required quarterly.**

**** One Youth IOE project only.**

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Attachment: 16-125 City of Riverside_SNAP-Ed_Exhibit A Info (2703 : 16-125 City of Riverside_SNAP-Ed)

City of Riverside's Responsibilities

- Must comply with all NEOPB and USDA rules, regulations and grant exhibits, and ensure subcontractor (if applicable) compliance.
- Must respond to RUHS-PH request for information and provide all requested documentation.
- Must complete and submit timely reports and invoices.
- Must prepare for any RUHS-PH, NEOPB and/or USDA site visits, as requested.
- Required to demonstrate compliance with Federal Civil Rights requirements and Non-Disparagement Certification.
- Must follow record retention requirements and ensure that subcontractors retain all records pertaining to the grant for a minimum of three years after the end of the grant term in case of a State or Federal review/audit.

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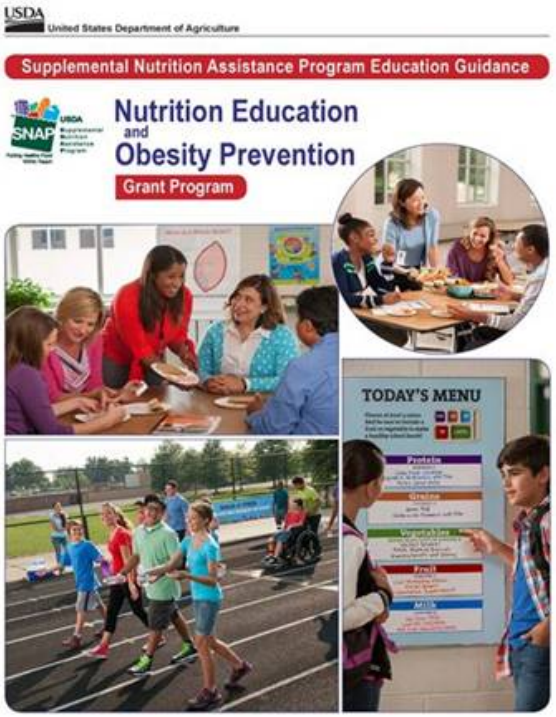
Attachment: 16-125 City of Riverside_SNAP-Ed_Exhibit A Info (2703 : 16-125 City of Riverside_SNAP-Ed)

SNAP-Ed NEOP Guidance



All interventions and activities funded through the NEOP grant must conform to the guidelines set forth in the USDA Supplemental Nutrition Assistance Program Plan Guidance requirements.

Attachment: 16-125 City of Riverside_SNAP-Ed_Exhibit A Info (2703 : 16-125 City of Riverside_SNAP-Ed)

NEOP Portfolio Settings

CORE & SECONDARY SETTINGS				COMPLIMENTARY SETTINGS ONLY (Work should be done in places that support/target same population as Core Settings)	
LIVE [Public shelters, places of worship, community organization services (or other community or neighborhood settings where people "live").]	**LEARN** [Child care, head start, early care and education, schools, after-school]	**SHOP** [Farmers markets, grocery stores, food retailers, food pantries, stores (or other places where people "shop" for food).]	**WORK** [Worksites with low-wage workers, job training programs, TANF worksites (or other places where people go to "work").]	**PLAY** [Parks and recreation, YMCA, county fairs, Boys and Girls clubs, bicycle and walking paths (or other places where people go to "play")	**EAT** [Restaurants, mobile vending/food trucks, congregate meal sites (or other places where people primarily go to "eat".]
Portfolio 1	**Portfolio 2**	**Portfolio 3**	**Portfolio 4**		

Intended Audience:

Learn 2A: Age 0-5 years
Learn 2B: Age 6-17 years

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Attachment: 16-125 City of Riverside_SNAP-Ed_Exhibit A Info (2703 : 16-125 City of Riverside_SNAP-Ed)

Integrated Work Plan (Activity / Portfolio / Reach)

Activity	Portfolio	Minimum Reach (SNAP-Ed eligible)
Direct Education (Classes) • Nutrition Education and Physical Activity Promotion classes	Learn 2B, Live, Play	FFY17: 5,200 FFY18: 4,600 FFY19: 4,160
Indirect Education a) Events b) Posters and Brochures	Learn 2B, Live, Play	a) Events (Reach 7,000 / year) (Estimate ~ 30 events / year) b) Posters and Brochures (Reach 20,000 / year)
Policy, Systems and Environmental (PSE) Change (School Wellness is a required PSE annually) • FFY17 up to four PSE efforts • FFY18 up to three PSE efforts • FFY19 up to three PSE efforts *PSEs selected to be mutually agreed upon between City of Riverside and RUHS-PH*	Live, Learn 2B	*Reach goal dependent on PSE selected and is expected to increase annually.*
Impact / Outcome Evaluation (IOE) project •Intervention with Control group *(Increase rigor annually)* *NEOP approved material used in the IOE project must be mutually agreed upon between City of Riverside and RUHS-PH*	Learn 2B (Youth IOE)	*One Youth IOE project annually* FFY17: Match 50 surveys FFY18: Match 75 surveys FFY19: Match 100 surveys

Attachment: 16-125 City of Riverside_SNAP-Ed_Exhibit A Info (2703 : 16-125 City of Riverside_SNAP-Ed)

Integrated Work Plan (Activity / Portfolio / Reach)

Activity	Portfolio	Minimum Reach (SNAP-Ed eligible)
Communities of Excellence in Nutrition, Physical Activity and Obesity Prevention (CX-3) project • Conduct Community Engagement Project • Host Resident Forum • Identify Community "Champions"	Live, Play, Shop	FFY17: Community Engagement Project & Resident Forum FFY18: Community Engagement Project FFY19: Cx-3 Re-assessment (Mapping & Survey) Identify 3 "Champions" annually.
Public Relations / Social Media Efforts Promote NEOP activities and events being offered in the community and schools • Notify eligible individuals to the maximum extent possible of the availability of SNAP-Ed activities in their local community and schools.	Live, Learn 2B, Play	No expected reach numbers. Document PR and notification efforts ATF.
Participate in Collaborative Meetings Such as; County Nutrition Action Plan (CNAP), Riverside County Health Coalition, Fit, Fresh and Fun Forum, Riverside Food Systems Alliance, Local School Wellness Committee meetings, etc.	Live, Learn 2B	Attend CNAP and Riverside County Health Coalition meetings

Attachment: 16-125 City of Riverside_SNAP-Ed_Exhibit A Info (2703 : 16-125 City of Riverside_SNAP-Ed)

Supplemental Nutrition Assistance Program Education (SNAP-Ed)

Three-Year
Integrated Work Plan
FFY 2017–2019

City of Riverside
#16-125

Attachment: 16-125 City of Riverside_SNAP-Ed_Exhibit A IWP (2703 : 16-125 City of Riverside_SNAP-Ed)

SECTION A: OVERVIEW

1. **SNAP-Ed Implementing Agency (counterpart local agency) Names**

	California Department of Social Services: CDSS: (County Welfare Departments: CWD)
X	University of California: UC CalFresh UCCE: UC Cooperative Extension: UC CalFresh (UCCE)
X	California Department of Public Health: CDPH: County of Riverside, Department of Public Health (DOPH) ***(Local Health Department [LHD} subcontractor: City of Riverside)***
X	California Department of Aging: CDA: County of Riverside, Office on Aging PSA21 (AAA)
X	Catholic Charities of California: CCC: Catholic Charities of San Bernardino & Riverside Counties (CCC)

2. **State Level Goals and Objectives**

Overall State Level Goal and Focus

The California SNAP-Ed goal is to improve the likelihood that persons eligible for SNAP-Ed will make healthy food and physical activity choices within a limited budget consistent with the current *Dietary Guidelines for Americans* and *Physical Activity Guidelines for Americans*.
California SNAP-Ed focuses on preventing nutrition and activity-related chronic diseases and improving food security among persons eligible for SNAP-Ed by:

- Providing information and education to promote food resource management, healthy eating, and a physically active lifestyle, and
- Creating supportive food and activity environments in collaboration with community partners in order to make healthy choices easier where people eat, live, learn, work, play, and shop.

Behavioral Outcomes

Goal 1: Increase Consumption of Healthy Foods and Beverages and Decrease Consumption of Unhealthy Foods and Beverages

- **Objective 1a:** Annually improve the dietary quality of meals and snacks consumed by the SNAP-Ed eligible population consistent with the current *Dietary Guidelines for Americans*.
- **Objective 1b:** Annually increase consumption of fruits and vegetables among the SNAP-Ed eligible population.
- **Objective 1c:** Annually decrease consumption of added sugar from food and beverages among the SNAP-Ed eligible population.

Goal 2: Increase Physical Activity

- **Objective 2:** Annually increase physical activity among the SNAP-Ed eligible population consistent with the current *Physical Activity Guidelines for Americans*.

Goal 3: Improve Food Resource Management

- **Objective 3a:** Annually improve resource management behaviors [1] among the SNAP-Ed eligible population.
- **Objective 3b:** Annually increase food security [2] among the SNAP-Ed eligible population.

Physical & Social Environment Outcomes

Goal 4: Increase access to and/or appeal [3] of healthy dietary choices and decrease access to and/or appeal of unhealthy dietary choices where people eat, live, learn, work, play, or shop.

- **Objective 4a:** Annually improve [4] food environments at SNAP-Ed eligible sites.
- **Objective 4b:** Annually improve the proportion of healthy to unhealthy food environments in SNAP-Ed eligible communities.

Goal 5: Increase access to and/or appeal [3] of physical activity opportunities for SNAP-Ed eligible populations.

- **Objective 5a:** Annually improve [4] environments and opportunities for physical activity at SNAP- Ed eligible sites.
- **Objective 5b:** Annually increase physical activity opportunities and improved environments community-wide in SNAP-Ed eligible communities.

[1] Behaviors, such as reading labels, shopping with a list and comparing prices to maximize use of limited resources to support a healthy diet.
[2] Defined as not running out of food at the end of the month.
[3] Defined as availability, affordability, appropriateness to priority population, variety, quality, and marketing strategies such as placement, point of decision prompts, healthy defaults, and promotion.
[4] Defined as a combination of introducing healthy changes at new sites and deepening or maintaining changes at existing sites.

3. **Jurisdiction Description**

Intentionally omitted, for the complete jurisdiction description, refer to County of Riverside Department of Public Health Integrated Work Plan.

4. **Community Assessment**

Intentionally omitted, for the complete community assessment, refer to County of Riverside Department of Public Health Integrated Work Plan.

5. **Community Change Goals**

Intentionally omitted, for the complete community change goals, refer to County of Riverside Department of Public Health Integrated Work Plan.

6. **Partnerships and Collaborative Efforts [County Nutrition Action Plan (CNAP) Partners or Comparable]**

Intentionally omitted, for the complete partnerships and collaborative efforts, refer to County of Riverside Department of Public Health Integrated Work Plan.

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7. **Key Messages (X all that apply).**

Intentionally omitted, for complete key messages, refer to County of Riverside Department of Public Health Integrated Work Plan.

8. **Educational Materials, Resources and Curriculum**

All educational materials, resources and curriculum selected for Riverside County's FFY17-FFY19 work plan come from the California SNAP-Ed Integrated Curricula List and/or the SNAP-Ed Strategies and Interventions: An Obesity Prevention Toolkit for States, available at: https://snaped.fns.usda.gov/snap/SNAP-EdInterventionsToolkit.pdf.

9. **Intervention and Evaluation Plan Narrative Summary**

Intentionally omitted, for the complete intervention and evaluation plan narrative summary, refer to County of Riverside Department of Public Health Integrated Work Plan.

Intervention Summary

Just as in FFY16, LHD will continue to subcontract funds to four targeted communities: Riverside (City of Riverside), Perris (City of Perris), Jurupa Valley (Reach Out and Jurupa Unified School District [JUSD]) and Desert Hot Springs (Desert Healthcare District) for FFY17-FFY19. Together, the four Local Implementing Agencies (LIAs) and LHD subcontractors will collaborate to deliver evidenced-based obesity prevention programs and identify policy, systems and environmental (PSE) change strategies utilizing multi-level interventions and public health approaches.

Over the next three years, the four LIA partners and subcontractors will address four local objectives. Each of these local objectives will focus on an environmental setting (LIVE, LEARN, SHOP, PLAY and EAT) and together will have a broader reach of children, adults and seniors. Interventions will include nutrition education, both direct and indirect, and support PSE strategies to be more effective in addressing obesity in the county's SNAP-Ed population. The information gathered in the jurisdiction description assisted the LIA partners in identifying which communities within the county had the greatest need for concentrated interventions. Areas of the county identified as "poverty pockets" are the primary focus. Poverty pockets are defined as cities with higher percentages of people living below poverty level, compared to the county average of 16.9%. We will coordinate activities to complement each other if we serve the same areas so there is no overlap.

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Objective 1 (LIVE, PLAY, EAT)

LIAs will be addressing interventions conducted where people **Live**, **Play** and **Eat**. Together, the four SNAP-Ed funded agencies will collaborate to address the needs of SNAP-Ed individuals in seven qualifying communities to promote healthy food and beverage strategies, increase skills and attitudes towards healthy eating, active living, and resource management. Year 1 will focus on building partnerships to support the interventions in five qualifying communities, and then in year 2 we will continue collaborating and building partnerships and add an additional community and then do the same in year 3, for a total of seven communities by 2019. Objective 1 will allow us to work with SNAP-Ed individuals of all ages; LHD and UCCE will reach children, youth and adults through parks, community centers, youth centers, and/or faith based organizations and CCC and AAA will reach adults and seniors participating in community centers, congregate meal sites and faith based organizations. UCCE is currently working with the Torres Martinez Indian Reservation (Thermal/Salton City area) to provide direct and indirect education to youth and adults. They will continue to build on this relationship in the next three years. In FFY16, LHD made a connection with the Morongo Band of Mission Indians (Banning/Cabazon area) and had the opportunity to participate in an event on the reservation. In FFY17, we hope to build this partnership and provide direct and indirect education over the next three years.

All LIAs and the LHD subcontractors will conduct direct education using a combination of single session and class series, workshops and spotlight education, as appropriate. From past experience, we found that not every participant is at the same stage of change and a brief 15-minute educational session (spotlight) could be effective in delivering a focused message. When possible, indirect education in the form of posters, videos, brochures and online resources/social media will be used to reinforce the messages SNAP-Ed individuals received through direct education. We plan to use different PSE strategies to complement direct and indirect education including a community garden, sharing of model healthy food and beverage standards and hydration stations to increase access to water, and create awareness and facilitate opportunities for physical activity through the use of stencils, bingocize and physical activity classes

LHD plans to identify "Community Champions" such as residents, physicians, community based partners or stakeholders who can advocate for healthy changes in these same seven communities. LHD will utilize the champions to be guest speakers at NEOPB signature events; such as Latino Health Awareness Month, Black Health Awareness Month or Food Day events. Through the advocacy of "Community Champions" LHD hopes to inspire and empower others in the community to make healthy changes, just as the champions did themselves.

LHD subcontractors will build on the successes from FFY15 and FFY16 and continue to leverage funding from community partners. The City of Riverside, a LHD funded subcontractor, has been successful in leveraging outside funding through the Kaiser Permanente HEAL Zone grant to advance PSE work in two CX^3 neighborhoods by installing outdoor fitness equipment at Bordwell and Lincoln Parks and a preschool playground at Bobby Bonds Park. The city also captivated the momentum of the Healthy Food and Beverage policy that first started in youth programs, leading to the city council adopting a city-wide vending and procurement policy.

The City of Perris, another LHD funded subcontractor, worked with the Safe Routes to School program in Riverside County to apply for the Active Transportation Program grant and was awarded infrastructure funds for street improvements near schools in the CX³ neighborhood for enhanced walkability. Most recently, City of Perris and Eastern Municipal Water District have partnered on a "Perris Green City Farm program" which will feature a learning garden to teach residents low-cost gardening concepts. LHD will be collaborating with the program to provide nutrition education along with a UC Cooperative Extension Master Gardener. UC CalFresh has been partnering with the Community Settlement Association (CSA) to revitalize and expand their community garden to grow produce for families at the CSA food pantry. This project has received funding from the Kaiser Permanente HEAL Zone grant through Riverside Community Health Foundation to expand the garden. UC CalFresh will be leading this project with a team of Master Gardeners in the next three years. UC CalFresh has also been working with youth centers including the Boys and Girls Clubs and Youth Opportunity Centers. They plan to introduce a garden component at three sites by 2019. Office on Aging will continue to implement a “Bingocize” train-the-trainer model, to promote physical activity in the senior population at congregate meal sites. Catholic Charities will continue to engage residents in the development of community gardens and encourage families to use their CalFresh benefits to purchase seeds to start up their home gardens.

Objective 2 (LEARN K-12)

LHD and subcontractors along with UCCE will work collaboratively to provide interventions in the **Learn (K-12)** setting. UCCE plans to work with the following school districts: Coachella Valley Unified, Alvord Unified (Riverside area), Val Verde (Perris and Moreno Valley areas) Unified, Banning Unified and Palm Springs Unified. UCCE's focus will be on Coachella and Alvord since they have been building a strong relationship at the district level over the years. LHD and subcontractors plan to work with the following school districts: Desert Sands Unified, Riverside Unified, Jurupa Unified, Palm Springs Unified, San Jacinto Unified, Alvord Unified, Moreno Valley Unified, Perris Elementary, Perris Union High, Banning Unified and Val Verde Unified. To meet the needs of the school districts, LHD and UCCE will work together to ensure that elementary, middle and high schools in those districts receive interventions without overlapping services. For example, at Alvord, Banning and Val Verde Unified, UCCE will focus on middle and high schools, while LHD will focus on elementary schools.

The LHD, their subcontractors and UCCE will conduct direct education using a combination of single session and class series, as appropriate for the grade level. Both agencies will participate in school events, such as Open House, Back-to-School, Walk to School Day and Wellness Day events to provide indirect education. LHD will leverage the Safe Routes to School program in Riverside County and encourage the schools that are receiving SNAP-Ed interventions to participate in the Walk to School Day events to encourage physical activity. Schools will also be provided with additional indirect education through the display of posters and/or murals with healthy eating and active living messages to once again reinforce direct education messages.

PSE efforts have been enhanced through the efforts of LHD subcontractors by seeking external funding to support the NEOPB initiatives in schools. Alvord Unified has been recognized by the Alliance for a Healthier Generation for their programming, training and policy work towards

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active, healthy schools and have been awarded funds to build on PSE efforts in the future. Jurupa Unified is frequently in pursuit of additional funding sources to supplement fitness opportunities for students (such as 100 Mile Club, soccer intramurals, elementary school tracks and soccer goals) as well as partnering for school food pantries, school-based health centers, and stipends for wellness leaders on campus. Desert Healthcare District has established an innovative collective impact project, providing swim lessons and nutrition education to third graders across Palm Springs Unified, with the investment and backing of several key community partners. Riverside Unified continues to grow the number of elementary school sites hosting "Kids Produce Market" (a monthly food distribution for students attending specific low-income schools), in cooperation with Feeding America. City of Perris has contributed to a successful grant application for Safe Routes to School infrastructure funds to improve walkability at a local school. UCCE/UC CalFresh has been working on school garden projects and has started Smarter Lunchrooms Movement (SLM) with two schools in Coachella Valley Unified as well as helped them secure the USDA Team Nutrition SLM grant. In the next 3 years, UC CalFresh plans to pilot Shaping Healthy Choices Program, one school per year. The Shaping Healthy Choices Program, from UC Davis Center for Nutrition in Schools, is a multi-component, school- based intervention that was developed to improve children's health. The program integrates nutrition education with school wellness policy and other PSE components to sustain positive student health outcomes.

As the LHD and subcontractors implement SNAP-Ed activities, they will identify "School Champions" such as students, parents, faculty or counselors who advocate for healthy change in their schools. These "School Champions" will be invited to take a leadership role for school events like Walk to School Day and Wellness Days to empower others to make healthy changes. With each passing year, UCCE, LHD and subcontractors will continue providing direct education, with greater emphasis on integrating more into PSE strategies. We will work with the targeted school districts to take the comprehensive school health approach to the next level as much as possible. In 2017, LHD and UCCE will begin the planning and coordination phase for school gardens, SLM, Access to Water, and stencils. By 2018, both LIAs will establish or revitalize 5 school gardens, 4 SLM sites, 3 Access to Water sites, and 3 stencil sites. In 2019, LHD and UCCE will support the existing sites and in addition will add 5 school gardens, 4 SLM sites, 3 Access to Water sites and 4 stencil sites. Both LHD and UCCE plan to promote physical activity and active recess, including CATCH/SPARK activities, facilitate the painting of murals or playground stencils, and advocate for healthy food and beverages and water access at school sites.

Objective 3 (LEARN PreK)

Intentionally omitted, not applicable to the City of Riverside.

Objective 4 (SHOP)

UCCE, CCC and LHD and their subcontractors will work collaboratively to provide interventions where SNAP-Ed families **Shop**. CCC and UCCE will provide direct education through classes and spotlight education at food pantries and/or emergency food sites. Indirect education will be provided by LHD, UCCE and CCC, through distribution of posters, brochures and online resources/social media, Harvest of the Month handouts

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and recipe cards to promote awareness of food assistance programs and tips for storage and preparation of food pantry items. LHD will identify retail grocery stores in the "poverty pocket" cities and small markets in the Eastside/Riverside CX[3] neighborhood. Through retail merchandising materials and healthy retail strategies, LHD will increase fruit and vegetable awareness, including common marketing tactics of improving display, pricing, variety and quality. Retail partners, such as Cardenas and Rio Ranch Markets, are energetic partners in hosting store tours, Fruit and Veggie Fest events and have a strong potential for comprehensive PSE work to connect directly with residents as they shop.

Moreover, all four LIAs plan to collaborate with Feeding America to encourage healthy food access at food pantries in the "poverty pocket" areas, and coordinate with partners to bring attention and potential funding to areas with limited options for dependable emergency food, and to offer supplementary programs and services when appropriate. Jurupa, Alvord and Riverside Unified school districts have been successful at food distribution to students and families, meeting the needs of food insecurity in a forum that can provide education and environmental supports. School food pantries or distribution events can provide a meaningful link to healthy food access, bridging the gap between shop and learn objectives. In 2017, LHD, UCCE and CCC will assess, plan and coordinate healthy retail and emergency food PSE efforts. By 2018, at least 10 retail stores will adopt healthy signage, at least 1 store will implement a healthy checkout aisle and 2 food pantries will adopt a PSE change. In 2019, the three LIAs will continue supporting the existing sites, 2 additional retail sites will implement a healthy checkout aisle and 3 additional food pantries will adopt a PSE change. Our goal in the next three years is to provide food pantry volunteers and facilities with technical assistance and support to prioritize healthy eating within the emergency food system, including nutrition education and helpful information to complement the needs and build the resource management skills of families receiving food.

With the interventions outlined above in the four local objectives in various settings (Live, Eat, Play, Learn, and Shop), all four LIA partners will reach all age groups of the SNAP-Ed eligible population using the three approaches: direct and indirect nutrition education, PSE change, and media and communications. During this three year period, we will form partnerships, provide training, engage communities, seek local champions and leverage funds to contribute towards physical and social environment outcomes and behavioral outcomes in the California SNAP-Ed Theory of Change Model.

Evaluation Narrative Summary

Intentionally omitted, for the complete evaluation narrative summary, refer to County of Riverside Department of Public Health Integrated Work Plan.

SECTION B: Target Audience Description

The target population is SNAP-Ed participants and those eligible up to 185% Federal Poverty Level. For the complete target audience description, refer to County of Riverside Department of Public Health Integrated Work Plan.

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Supplemental Nutrition Assistance Program Education (SNAP-Ed)

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SECTION C: INTERVENTION PLAN

I. **Three-Year SNAP-Ed Local Objective #1 (FFY 2017–FFY 2019):**
Local Objectives must be S.M.A.R.T (Specific, Measureable, Achievable, Realistic, and Time-Bound)

By September 30, 2019, SNAP-Ed qualifying communities will make changes to the physical environment and /or policies to support improved nutrition and physical activity behaviors among residents. (**LIVE, PLAY & EAT**)

SNAP-Ed State Goals (*check all that apply*):

X	**Goal 1:** Food and Beverages (Behavioral)
X	**Goal 2:** Physical Activity (Behavioral)
X	**Goal 3:** Food Resource Management (Behavioral)
X	**Goal 4:** Access to and/or appeal of dietary choices(Physical and Social Environmental)
X	**Goal 5:** Access to and/or appeal of physical activity opportunities (Physical and Social Environmental)

II. **PSE Strategy(ies) that support the Three-Year SNAP-Ed Local Objective listed above:**

- Healthy Food and Beverage Standards
- Community Gardens
- Access to Water
- Environmental Support to Promote Physical Activity / Stencils
- Signage and Marketing of Food and Nutrition Assistance Program

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Activity Number	Activity Description	Intervention Categories*	Time Frame: Year & Quarter** *Check all that apply*	Documentation
1.1	Establish and maintain communication with community partners and stakeholders to provide linkages and coordination of efforts to address food security, healthy eating, active living and awareness of and participation in food assistance programs: such as coalition meetings, County Nutrition Action Plan, Riverside County Health Coalition, Fit, Fresh and Fun Forum, and Riverside Food Systems Alliance, etc.	CED: ; CEI: ; MPR: ; C&C: X; TTA:	Year 1: Q1 X, Q2 X, Q3 X, Q4 X Year 2: Q1 X, Q2 X, Q3 X, Q4 X Year 3: Q1 X, Q2 X, Q3 X, Q4 X	Submit: ATF, meeting agenda/notes, emails
1.2	Conduct direct nutrition education classes (includes single class and series) to reach city of Riverside SNAP-Ed individuals at community centers, youth centers, FQHC, faith-based organizations, and/or parks using SNAP-Ed approved materials. • Year 1 - reach at least 5,200 SNAP-Ed individuals • Year 2 - reach at least 4,600 SNAP-Ed individuals • Year 3 - reach at least 4,160 SNAP-Ed individuals **All direct education from Activities 1.2 and 2.2 will be combined and count towards the expected annual reach number.**	CED: X; CEI: ; MPR: ; C&C: ; TTA:	Year 1: Q1 X, Q2 X, Q3 X, Q4 X Year 2: Q1 X, Q2 X, Q3 X, Q4 X Year 3: Q1 X, Q2 X, Q3 X, Q4 X	Submit: ATF, sign-in sheet, class flyer, data cards
1.3	Conduct indirect nutrition education activities through events to reach city of Riverside SNAP-Ed individuals at community centers, youth centers, FQHC, faith-based organizations, and/or parks using SNAP-Ed approved materials. • Annually, reach at least 7,000 SNAP-Ed individuals. • Annually, host one NEOPB signature event. **All indirect education from Activities 1.3, 2.3 and 4.3 will be combined and count towards the expected annual reach number.**	CED: ; CEI: X; MPR: X; C&C: ; TTA:	Year 1: Q1 X, Q2 X, Q3 X, Q4 X Year 2: Q1 X, Q2 X, Q3 X, Q4 X Year 3: Q1 X, Q2 X, Q3 X, Q4 X	Submit: ATF, event flyer, community event summary

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1.4	Provide posters, videos, and/or brochures to reach city of Riverside SNAP-Ed individuals at community centers, youth centers, FQHC, faith-based organizations, and/or parks using SNAP-Ed approved materials. • Annually, reach at least 20,000 SNAP-Ed individuals. Includes notification of SNAP-Ed classes and events and promotion of Food and Nutrition Assistance Programs. **All indirect education from Activities 1.4 and 2.4 will be combined and count towards the expected annual reach number.**	CED X CEI MPR C&C TTA	Year 1 Q1 Q2 Q3 Q4 X X X X Year 2 Q1 Q2 Q3 Q4 X X X X Year 3 Q1 Q2 Q3 Q4 X X X X	Submit: ATF, Poster report form with photo
1.5	Utilize social media and website platforms and pursue local media and public relations efforts to support, NEOPB media campaign, NEOPB signature events, community events, NEOP activities and/or increase awareness of SNAP-Ed programs in the city of Riverside. Includes notification of SNAP-Ed classes and events and promotion of Food and Nutrition Assistance Programs.	CED X CEI X MPR C&C TTA	Year 1 Q1 Q2 Q3 Q4 X X X X Year 2 Q1 Q2 Q3 Q4 X X X X year 3 Q1 Q2 Q3 Q4 X X X X	Submit: ATF, screen shot, press release/media article
1.6	Identify and involve community residents, physicians, partners and/or stakeholders as "Champions" who are empowered to advocate for healthy changes in their neighborhoods. • Annually, identify three community "champions". **Activities in 1.6 and 2.6 will be combined and count towards the three required "champions."**	CED CEI X MPR X C&C X TTA	Year 1 Q1 Q2 Q3 Q4 X X X X Year 2 Q1 Q2 Q3 Q4 X X X X Year 3 Q1 Q2 Q3 Q4 X X X X	Submit: Champion profile

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1.7	Provide technical assistance and training on PSE efforts such as; Community Gardens, Healthy Food and Beverage Standards, Environmental Supports to promote Physical Activity (stencils and walkability), and/or Summer Feeding Programs at city of Riverside community sites. • Annually, be working on two PSE efforts in the community **Community Garden** - Establish and/or revitalize community gardens to encourage participants to grow their own food and/or increase consumption of locally grown food. **Healthy Food and Beverage Standards/Access to Water –** Support partners with model policies on vending, procurement and hydration stations to increase access to healthier options. **Physical Activity -** Create awareness and facilitate the use of stencils and CATCH/SPARK curriculum, as well as participation in physical activity classes, to increase active play.	CED CEI MPR X C&C X TTA	Year 1: Q1 X, Q2 X, Q3 X, Q4 X Year 2: Q1 X, Q2 X, Q3 X, Q4 X Year 3: Q1 X, Q2 X, Q3 X, Q4 X	Submit: ATF, training agenda / sign-in sheet, notes / email, PSE report
1.8	Provide technical assistance and training on SNAP-Ed approved materials such as; Rethink Your Drink, Harvest of the Month, Physical Activity curriculums (CATCH/SPARK), PowerPlay, etc. for community partners.	CED CEI MPR X C&C X TTA	Year 1: Q1 X, Q2 X, Q3 X, Q4 X Year 2: Q1 X, Q2 X, Q3 X, Q4 X Year 3: Q1 X, Q2 X, Q3 X, Q4 X	Submit: ATF, agenda, sign-in sheet

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1.9	Coordinate youth and/or resident projects in the city of Riverside to increase awareness, knowledge, and attitudes about nutrition and physical activity related environmental factors and to empower communities to advocate for healthy changes. Present findings to community stakeholders. Projects may include Communities of Excellence – (CX^3), photovoice, and Youth Participatory Action Research (YPAR). • Year 1 – one Community Engagement Project and Resident Forum • Year 2 – one Community Engagement Project (Youth and/or resident projects may occur in a school or community setting.)	CED: ; CEI: ; MPR: ; C&C: X; TTA: X	Year 1: Q1 X, Q2 X, Q3 X, Q4 X Year 2: Q1 X, Q2 X, Q3 X, Q4 X Year 3: Q1, Q2, Q3, Q4	Submit: ATF, sign-in sheet, community presentation / findings, photos
1.10	Conduct a final re-assessment of the Eastside (CX^3) Community in year 3, using the CX^3 survey tools.	CED: ; CEI: ; MPR: ; C&C: X; TTA: X	Year 1: Q1, Q2, Q3, Q4 Year 2: Q1, Q2, Q3, Q4 Year 3: Q1, Q2, Q3 X, Q4 X	Submit: ATF, CX^3 surveys, data sheets

***Intervention Categories Legend**

CED = Community/Nutrition and Physical Activity Education Direct; **CEI** = Community/Nutrition and Physical Activity Education Indirect; **MPR** = Media, Social Media, Public Relations and Messaging; **C&C** = Coordination and Collaboration; **TTA** = Training and Technical Assistance

****Time Frame: Year & Quarter:**

Year 1 (FFY 2017); Year 2 (FFY 2018); Year 3 (FFY 2019)

Qtr. 1 (Oct. 1-Dec. 31); Qtr. 2 (Jan. 1-March 31); Qtr. 3 (Apr. 1-Jun. 30); Qtr. 4 (Jul. 1-Sept.30)

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Evaluation Activities (FFY 2017 - FFY 2019)

Activity Number	Evaluation Activity Description	Formative	Process	Outcome or Impact	Time Frame: Year & Quarter** Check all that apply	Tool/Documentation
E.1.1	Track and report all partner communication, direct and indirect education, social media, and training activities conducted in Activity 1.1, 1.2, 1.3, 1.4, 1.5 and 1.8.		X		Year 1: Q1 X, Q2 X, Q3 X, Q4 X Year 2: Q1 X, Q2 X, Q3 X, Q4 X Year 3: Q1 X, Q2 X, Q3 X, Q4 X	X EARS/ATF PSE RE-AIM Report List other:
E.1.2	Summarize progress of PSE efforts; including Community Gardens, Healthy Food and Beverage Standards, Environmental Supports to promote Physical Activity (stencils and walkability), and/or Summer Feeding Program for Activity 1.7.		X	X	Year 1: Q1 X, Q2 X, Q3 X, Q4 X Year 2: Q1 X, Q2 X, Q3 X, Q4 X Year 3: Q1 X, Q2 X, Q3 X, Q4 X	X EARS/ATF X PSE RE-AIM Report List other: Success story, photos
E.1.3	Provide technical assistance to NEOP funded staff, subcontractors, "Champions" and partners as requested, in addition to scheduled conference calls and/or in-person meeting, trainings, webinars, and observations to promote skill building, sharing of best practices, and advancement of obesity prevention efforts for Activity 1.2, 1.3, 1.6, 1.7, 1.8 and 1.9.		X		Year 1: Q1 X, Q2 X, Q3 X, Q4 X Year 2: Q1 X, Q2 X, Q3 X, Q4 X Year 3: Q1 X, Q2 X, Q3 X, Q4 X	X EARS/ATF PSE RE-AIM Report List other:

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E.1.4	Use Communities of Excellence in Nutrition, Physical Activity and Obesity Prevention (CX^3) assessment tools in Year 3 to evaluate environmental changes in the Eastside Community for Activity 1.10.		X	X	**Year 1**: Q1 Q2 Q3 Q4 [ ] [ ] [ ] [ ] **Year 2**: Q1 Q2 Q3 Q4 [ ] [ ] [ ] [ ] **Year 3**: Q1 Q2 Q3 Q4 [ ] [ ] [X] [X]	[X] EARS/ATF [ ] PSE RE-AIM Report List other: CX^3 survey tools

SECTION C: INTERVENTION PLAN

I. **Three-Year SNAP-Ed Local Objective #2 (FFY 2017–FFY 2019):**

Local Objectives must be S.M.A.R.T (Specific, Measureable, Achievable, Realistic, and Time-Bound)

By September 30, 2019, City of Riverside will work with the two school districts to make physical changes to support healthy school environments and improve nutrition and physical activity behaviors amongst students, parents and teachers. (**LEARN K-12**)

SNAP-Ed State Goals (*check all that apply*):

X	**Goal 1:** Food and Beverages (Behavioral)
X	**Goal 2:** Physical Activity (Behavioral)
X	**Goal 3:** Food Resource Management (Behavioral)
X	**Goal 4:** Access to and/or appeal of dietary choices (Physical and Social Environmental)
X	**Goal 5:** Access to and/or appeal of physical activity opportunities (Physical and Social Environmental)

II. **PSE Strategy(ies) that support the Three-Year SNAP-Ed Local Objective listed above:**

- School Gardens
- School Wellness Policies
- Smarter Lunchrooms Movement
- Access to Water
- Environmental Support to Promote Physical Activity / Safe Routes to School / Stencils
- Signage and Marketing of Food and Nutrition Assistance Programs

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Activity Number	Activity Description	Intervention Categories*	Time Frame: Year & Quarter** *Check all that apply*	Documentation
2.1	Establish and maintain communication with CNAP partners, School Wellness Committees and community based partners to build capacity for policy, systems and environmental change efforts; such as School Wellness, Smarter Lunchrooms Movement, School Gardens, Safe Routes to School, Summer Feeding, Emergency Food and Access to Water, etc. May include access to water, healthy classroom celebrations and fundraisers, breakfast in the classroom and/or afterschool snacks. Provide school partners with information on food assistance programs to increase awareness and participation.	CED CEI MPR X C&C TTA	Year 1: Q1 X, Q2 X, Q3 X, Q4 X Year 2: Q1 X, Q2 X, Q3 X, Q4 X Year 3: Q1 X, Q2 X, Q3 X, Q4 X	Submit: ATF, meeting agendas, notes, emails
2.2	Conduct direct nutrition education classes (includes single class and series) in the two school districts to reach students and/or adults at a minimum of 20 K-12 schools and/or afterschool programs using SNAP-Ed approved materials. • See Activity 1.2 for annual reach. Annually, City of Riverside will conduct one youth Impact / Outcome Evaluation (IOE) project. See E2.4 for annual reach numbers. **All direct education from Activities in 2.2 will be combined with Activity 1.2 and count towards the expected annual reach number.**	X CED CEI MPR C&C TTA	Year 1: Q1 X, Q2 X, Q3 X, Q4 X Year 2: Q1 X, Q2 X, Q3 X, Q4 X Year 3: Q1 X, Q2 X, Q3 X, Q4 X	Submit: Sign-in sheet/student roster, data cards (adults), flyer, ATF, IOE evaluation report, and annual IOE plan

Attachment: 16-125 City of Riverside_SNAP-Ed_Exhibit A IWP (2703 : 16-125 City of Riverside_SNAP-Ed)

2.3	Conduct indirect nutrition education activities in the two school districts reaching students and/or adults through participation in school events: such as Open House, Back-to-School, Walk to School Day, Wellness Day events at K-12 schools using SNAP-Ed approved materials. • See Activity 1.3 for annual reach. **All indirect education from Activities 1.3, 2.3 and 4.3 will be combined and count towards the expected annual reach number.**	CED: ; CEI: X; MPR: ; C&C: ; TTA:	Year 1: Q1 X, Q2 X, Q3 X, Q4 X Year 2: Q1 X, Q2 X, Q3 X, Q4 X Year 3: Q1 X, Q2 X, Q3 X, Q4 X	Submit: ATF, flyer, photos, community event summary
2.4	Annually, provide SNAP-Ed approved flyers, posters and/or brochures in the two school districts to at least 20 K-12 schools and/or after school programs, to reach students with healthy eating and physical activity messages. • See Activity 1.4 for annual reach. May include notification of SNAP-Ed classes and events and promotion of Food and Nutrition Assistance Programs; such as WIC, CalFresh, and/or Summer Meals. **All indirect education from Activities 1.4 and 2.4 will be combined and count towards the expected annual reach number.**	CED: ; CEI: X; MPR: X; C&C: ; TTA:	Year 1: Q1 X, Q2 X, Q3 X, Q4 Year 2: Q1 X, Q2 X, Q3 X, Q4 Year 3: Q1 X, Q2 X, Q3 X, Q4	Submit: ATF, poster report form with photo
2.5	Utilize social media and website platforms to highlight local coverage and public relations efforts to support SNAP-Ed activities at K-12 schools in the two school districts. May include notification of SNAP-Ed classes and events and promotion of Food and Nutrition Assistance Programs; such as WIC, CalFresh, and/or Summer Meals.	CED: ; CEI: ; MPR: X; C&C: ; TTA:	Year 1: Q1 X, Q2 X, Q3 X, Q4 Year 2: Q1 X, Q2 X, Q3 X, Q4 Year 3: Q1 X, Q2 X, Q3 X, Q4	Submit: ATF, social media screen shot, press release/media article

Attachment: 16-125 City of Riverside_SNAP-Ed_Exhibit A IWP (2703 : 16-125 City of Riverside_SNAP-Ed)

Supplemental Nutrition Assistance Program Education (SNAP-Ed)

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2.6	Identify and involve students, parents, caretakers, and/or school faculty as "Champions" who are committed to improving their school environment and promoting nutrition and physical activity. **Activities in 1.6 and 2.6 will be combined and count towards the three required "champions."**		CED CEI X MPR C&C TTA	Year 1: Q1 X, Q2 X, Q3 X, Q4 Year 2: Q1 X, Q2 X, Q3 X, Q4 Year 3: Q1 X, Q2 X, Q3 X, Q4	Submit: ATF, champion profile
2.7	Provide technical assistance and training on SNAP-Ed approved materials such as: Rethink Your Drink, Harvest of the Month, Physical Activity curriculums and resources (Shape of Yoga, Power Cards, CATCH/SPARK, PowerPlay, Shaping Healthy Choices, etc. for cafeteria staff, teachers, and/or principals within the two school districts in the city of Riverside.		CED CEI MPR C&C X TTA	Year 1: Q1 X, Q2 X, Q3 X, Q4 X Year 2: Q1 X, Q2 X, Q3 X, Q4 X Year 3: Q1 X, Q2 X, Q3 X, Q4 X	Submit: ATF, agenda, sign-in sheet

Attachment: 16-125 City of Riverside_SNAP-Ed_Exhibit A IWP (2703 : 16-125 City of Riverside_SNAP-Ed)

Supplemental Nutrition Assistance Program Education (SNAP-Ed)

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2.8	Provide technical assistance and training to school-based partners on PSE efforts such as; school gardens, Smarter Lunchrooms Movement (SLM), Access to Water, Environmental Supports to promote Physical Activity (stencils and walkability), Breakfast in the Classroom, School Wellness Policies and/or Summer Feeding Programs. • Annually, be working on one PSE effort in each school district. **School Garden** – Establish and/or revitalize school gardens to introduce students and/or parents to home gardening. **Smarter Lunchrooms Movement –** Work with school sites to implement SLM strategies in the school cafeteria to encourage students' selection of healthy options. **Access to Water -** Support school sites with model policies and best practices on hydration stations or alternative options to increase access to water. **Physical Activity –** Create awareness and facilitate the use of stencils to increase active play at school sites.		CED CEI MPR C&C X TTA	Year 1 Q1 X, Q2 X, Q3 X, Q4 Year 2 Q1 X, Q2 X, Q3 X, Q4 Year 3 Q1 X, Q2 X, Q3 X, Q4	Submit: ATF, agenda, sign-in sheet, photos, stencil check-out list, success story

Attachment: 16-125 City of Riverside_SNAP-Ed_Exhibit A IWP (2703 : 16-125 City of Riverside_SNAP-Ed)

Supplemental Nutrition Assistance Program Education (SNAP-Ed)

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Evaluation Activities (FFY 2017 - FFY 2019)

Activity Number	Evaluation Activity Description	Formative	Process	Outcome or Impact	Time Frame: Year & Quarter** Check all that apply	Tool/Documentation
E.2.1	Track and report all partner communication, direct and indirect education, social media, and training activities conducted in Activity 2.1, 2.2, 2.3, 2.4, 2.5, 2.7 and 2.8.		X		Year 1: Q1 X, Q2 X, Q3 X, Q4 X Year 2: Q1 X, Q2 X, Q3 X, Q4 X Year 3: Q1 X, Q2 X, Q3 X, Q4 X	X EARS/ATF PSE RE-AIM Report List other:
E.2.2	Summarize progress of PSE efforts; including School Gardens, Smarter Lunchrooms Movement, Access to Water, Environmental Supports to promote Physical Activity (stencils and walkability), and/or Summer Feeding Programs for Activity 2.8.		X	X	Year 1: Q4 X Year 2: Q4 X Year 3: Q4 X	X EARS/ATF X PSE RE-AIM Report List other: Success story, photos
E.2.3	Provide technical assistance to NEOP funded staff, subcontractors, school "Champions", and school partners as requested; such as conference calls and/or in-person meetings, trainings, webinars, and observations to promote skill building, sharing of best practices, and advancement of obesity prevention efforts for Activities 2.2, 2.3, 2.4, 2.6, and 2.7.		X		Year 1: Q1 X, Q2 X, Q3 X, Q4 X Year 2: Q1 X, Q2 X, Q3 X, Q4 X Year 3: Q1 X, Q2 X, Q3 X, Q4 X	X EARS/ATF PSE RE-AIM Report List other: Observation form

Attachment: 16-125 City of Riverside_SNAP-Ed_Exhibit A IWP (2703 : 16-125 City of Riverside_SNAP-Ed)

E.2.4	Impact and Outcome Evaluation - Match a pre- and post-surveys for the class series included in the IOE project in Activity 2.2. • Year 1, match 50 intervention surveys and 50 control surveys • Year 2, match 75 intervention surveys and 75 control surveys • Year 3, match 100 intervention surveys and 100 control surveys			X	**Year 1**: Q1 X, Q2 X, Q3 X, Q4 X **Year 2**: Q1 X, Q2 X, Q3 X, Q4 X **Year 3**: Q1 X, Q2 X, Q3 X, Q4 X	X EARS/ATF PSE RE-AIM Report List other: IOE evaluation report IOE evaluation plan

SECTION C: INTERVENTION PLAN

I. **Three-Year SNAP-Ed Local Objective #3 (FFY 2017–FFY 2019):** Not applicable to the City of Riverside

SECTION C: INTERVENTION PLAN

I. **Three-Year SNAP-Ed Local Objective #4 (FFY 2017–FFY 2019):**
Local Objectives must be S.M.A.R.T (Specific, Measureable, Achievable, Realistic, and Time-Bound)

By September 30, 2019, city of Riverside will work with school food pantry and/or emergency food sites to implement environmental and system changes and/or develop healthy food and beverage standards and distribution policies to increase fruit and vegetable awareness, knowledge and demand. (SHOP)

SNAP-Ed State Goals (*check all that apply*):

X	**Goal 1:** Food and Beverages (Behavioral)
	Goal 2: Physical Activity (Behavioral)
X	**Goal 3:** Food Resource Management (Behavioral)
X	**Goal 4:** Access to and/or appeal of dietary choices (Physical and Social Environmental)
	Goal 5: Access to and/or appeal of physical activity opportunities (Physical and Social Environmental)

II. **PSE Strategy(ies) that support the Three-Year SNAP-Ed Local Objective listed above:**
- Healthy Food and Beverage Standards
- Signage and Marketing of Food and Nutrition Assistance Programs

Attachment: 16-125 City of Riverside_SNAP-Ed_Exhibit A IWP (2703 : 16-125 City of Riverside_SNAP-Ed)

Supplemental Nutrition Assistance Program Education (SNAP-Ed)

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Activity Number	Activity Description	Intervention Categories*	Time Frame: Year & Quarter** *Check all that apply*	Documentation
4.1 and 4.2	Not applicable to City of Riverside			
4.3	Conduct indirect nutrition education activities to reach SNAP-Ed individuals at school food pantry and/or emergency food sites using SNAP-Ed approved materials. • See Activity 1.3 for annual reach numbers. **All indirect education from Activities 1.3, 2.3 and 4.3 will be combined and count towards the expected annual reach number.**	( ) CED (X) CEI ( ) MPR ( ) C&C ( ) TTA	Year 1: Q1 x, Q2 x, Q3 x, Q4 x Year 2: Q1 x, Q2 x, Q3 x, Q4 x Year 3: Q1 x, Q2 x, Q3 x, Q4 x	Submit: ATF, community event summary
4.4, 4.5 and 4.6	Not applicable to City of Riverside			
4.7	Utilize social media and website platforms to highlight local coverage and public relations efforts to support NEOP activities; such as Kids' Produce Markets.	( ) CED ( ) CEI (X) MPR (X) C&C ( ) TTA	Year 1: Q1 X, Q2 X, Q3 X, Q4 X Year 2: Q1 X, Q2 X, Q3 X, Q4 X Year 3: Q1 X, Q2 X, Q3 X, Q4 X	Submit: ATF, social media screen shot, press release/media article

Attachment: 16-125 City of Riverside_SNAP-Ed_Exhibit A IWP (2703 : 16-125 City of Riverside_SNAP-Ed)

EXHIBIT A

Supplemental Nutrition Assistance Program Education (SNAP-Ed)

Three-Year
Integrated Work Plan
FFY 2017–2019

City of Riverside
#16-125

Evaluation Activities (FFY 2017 - FFY 2019)

Activity Number	Evaluation Activity Description	Formative	Process	Outcome or Impact	Time Frame: Year & Quarter** Check all that apply	Tool/Documentation
E.4.1	Track and report all indirect education activities and social media conducted in Activity 4.3 and 4.7.		X		Year 1: Q1 X, Q2 X, Q3 X, Q4 X Year 2: Q1 X, Q2 X, Q3 X, Q4 X Year 3: Q1 X, Q2 X, Q3 X, Q4 X	X EARS/ATF PSE RE-AIM Report List other:

Attachment: 16-125 City of Riverside_SNAP-Ed_Exhibit A IWP (2703 : 16-125 City of Riverside_SNAP-Ed)

Exhibit B
SNAP-Ed FFY 2017 Budget

#16-125

Organization Name: California Department of Public Health
County/Jurisdiction: Riverside University Health System-Public Health
Contract/Sub-Grant/Agreement: Subcontractor A

1. Staffing: Salary/Benefits:

Position #	Budget Adjustment: Add Delete Reduce Increase	Budget Adjustment: Last Amount Approved	Position Title	Position Name	SNAP-Ed Time Spent: % of SNAP-Ed Time spent on Mgmt/Admin Duties	SNAP-Ed Time Spent: % of SNAP-Ed Time spent on Direct SNAP-Ed Delivery	Annual Salary	FTE	Total SNAP-Ed Salary	Benefit Rate	Total SNAP-Ed Benefits	SNAP-Ed Admin Costs	Total SNAP-Ed Funded Salary and Benefits	Budget Adjustment: Budget Justification
1			Wellness Coordinator	TBD	20.00%	80.00%	$ 81,516.00	0.85	$69,288.60	43.00%	$29,794.10	$19,816.60	$99,083	
2			Project Assitant	TBD	10.00%	90.00%	$ 57,972.00	1.00	$57,972.00	52.50%	$30,435.30	$8,840.70	$88,407	
3			Administrative Assistant	TBD	80.00%	20.00%	$ 37,170.60	0.50	$18,585.30	46.00%	$8,549.24	$21,708.00	$27,135	
4									$0.00		$0.00	$0.00	$0	
5									$0.00		$0.00	$0.00	$0	
6									$0.00		$0.00	$0.00	$0	
7									$0.00		$0.00	$0.00	$0	
8									$0.00		$0.00	$0.00	$0	
				Total Staffing: Salary/Benefits:				**2.35**	**$145,846**		**$68,779**	**$50,365**	**$214,625**	

Definition and basis for calculations of benefit rate(s):
Describe what is covered in the benefit rate for your agency.

Includes Federal Taxes (Medicare, FICA, Unemployment Insurance), State Taxes (Worker's Comp), Medical/Dental/Life and PERS up to 50% of salary.

Attachment: 16-125 City of Riverside_SNAP-Ed_Exhibit B Budget 2017 (2703 : 16-125 City of

Exhibit B
SNAP-Ed FFY 2017 Budget

Organization Name: California Department of Public Health
County/Jurisidiction: Riverside University Health System-Public Health
Contract/Sub-Grant/Agreement: Subcontractor A

2. Non-Capital Equipment/Supplies:

	Budget Adjustment: Add Delete Reduce Increase	Budget Adjustment: Last Amount Approved	Budget Item	Description/Justification	FTE	Cost per Item	# of Items	Total	Budget Adjustment: Budget Justification
1			Office Supplies	Binders, pens, notepads, paper clips, staples, tape, markers, paper etc…	2.35	$1.00	1000	$2,350	
2								$0	
3								$0	
							Total Non-Capital Equipment/Supplies:	$2,350	

3. Materials:

	Budget Adjustment: Add Delete Reduce Increase	Budget Adjustment: Last Amount Approved	Budget Item	Description/Justification	Cost per Item	# of Items	Total	Budget Adjustment: Budget Justification
1							$0	
2							$0	
3							$0	
4							$0	
5							$0	
6							$0	
						Total Materials:	$0	

Attachment: 16-125 City of Riverside_SNAP-Ed_Exhibit B Budget 2017 (2703 : 16-125 City of

Exhibit B
SNAP-Ed FFY 2017 Budget

Organization Name: California Department of Public Health
County/Jurisidiction: Riverside University Health System-Public Health
Contract/Sub-Grant/Agreement: Subcontractor A

4. Travel:

Budget Adjustment: Add / Delete / Reduce / Increase	Budget Adjustment: Last Amount Approved	Position Title/Name	Location	Description/Justification	Trips	FTE	Days	Nights	Per Diem	Lodging	Air	Miles ($.540)	Registration Fee	Other	Total	Budget Adjustment: Budget Justification
In-State																
1		Wellness Coordinator - TBD; Project Assistant - TBD; Administrative Assistant - TBD	Regional	"Mileage/Carpool for SOW; may include Coalition/promising practice events, training, meetings, site visits, events, local conferences, airport travel, etc. Designated attendees determined by meetings, site visits and any training topics."	86	2.35						52			$2,415	
2		Wellness Coordinator - TBD and Project Assistant - TBD	Sacramento	NEOPB SNAP-Ed Meeting & Conference: SNAP-Ed LIA FORUM; Other includes parking and ground transportation (not limited - taxi, shuttle service and/or car rental).	1	2	3	2	$46.00	$110.00	$415.00			$147.50	$1,841	
3															$0	
4															$0	
5															$0	
Out-of-State																
1															$0	
														Total Travel:	**$4,256**	

* Lodging costs include taxes. Reimbursement at CalHR rates.

5. Building/Space:

Budget Adjustment: Add / Delete / Reduce / Increase	Budget Adjustment: Last Amount Approved	Location Name/Address	Calculation Description	FTE	Cost per Month	# of Month(s)	Total	Budget Adjustment: Budget Justification
1							$0	
2							$0	
						Total Building/Space:	**$0**	

Attachment: 16-125 City of Riverside_SNAP-Ed_Exhibit B Budget 2017 (2703 : 16-125 City of

Exhibit B
SNAP-Ed FFY 2017 Budget

6. Maintenance:

	Budget Adjustment: Add / Delete / Reduce / Increase	Budget Adjustment: Last Amount Approved	Location Name/Address	Calculation Description	FTE	Cost per Month	# of Month(s)	Total	Budget Adjustment: Budget Justification
1								$0	
2								$0	
							Total Maintenance:	$0	

Organization Name: California Department of Public Health
County/Jurisidiction: Riverside University Health System-Public Health
Contract/Sub-Grant/Agreement: Subcontractor A

7. Equipment and Other Capital Expenditures:

	Budget Adjustment: Add / Delete / Reduce / Increase	Budget Adjustment: Last Amount Approved	Budget Item	Description/Justification	FTE	Cost per Item	# of Items	Misc.	Total	Budget Adjustment: Budget Justification
1									$0	
2									$0	
								Total Equipment and Other Capital Expenditures:	$0	

Attachment: 16-125 City of Riverside_SNAP-Ed_Exhibit B Budget 2017 (2703 : 16-125 City of

Exhibit B
SNAP-Ed FFY 2017 Budget

8. Contracts/Sub-Grants/Agreements:

	Budget Adjustment: Add Delete Reduce Increase	Budget Adjustment: Last Amount Approved	Organization Name	Description of Service(s)	Total Grant	Budget Adjustment: Budget Justification
AA			TBD	Promote healthy eating and physical activity though single classes; series of classes (e.g., IOE classes); participating in community events/forums; and participation in all NEOP required meetings and activities.	$61,000	
AB			TBD	Promote healthy eating and physical activity though youth engagement, healthy food/beverage standards, support of media and public relations efforts; hosting/participation in community events/forums; and participation in all NEOP required meetings and activities.	$130,000	
AC			TBD	Promote healthy eating and physical activity though single classes; series of classes (e.g., IOE classes); participating in community events/forums; and participation in all NEOP required meetings and activities.	$108,000	
D					$0	
E					$0	
F					$0	
				Total Contracts/Sub-Grants/Agreements:	**$299,000**	

Total Direct Costs:	**$520,231**

9. Indirect Costs:

	Budget Adjustment: Add Delete Reduce Increase	Budget Adjustment: Last Amount Approved	Calculation Method	Indirect Cost Rate	Total Admin/Program Dollars	Total	Budget Adjustment: Budget Justification
1						$0	
					Total Indirect Costs:	**$0**	

Total Budget:	**$520,231**

Attachment: 16-125 City of Riverside_SNAP-Ed_Exhibit B Budget 2017 (2703 : 16-125 City of

Exhibit B
SNAP-Ed FFY 2018 Budget

#16-125

Organization Name: California Department of Public Health
County/Jurisdiction: Riverside University Health System-Public Health
Contract/Sub-Grant/Agreement: Subcontractor A

1. Staffing: Salary/Benefits:

Position #	Budget Adjustment: Add Delete Reduce Increase	Budget Adjustment: Last Amount Approved	Position Title	Position Name	SNAP-Ed Time Spent: % of SNAP-Ed Time spent on Mgmt/Admin Duties	SNAP-Ed Time Spent: % of SNAP-Ed Time spent on Direct SNAP-Ed Delivery	Annual Salary	FTE	Total SNAP-Ed Salary	Benefit Rate	Total SNAP-Ed Benefits	SNAP-Ed Admin Costs	Total SNAP-Ed Funded Salary and Benefits	Budget Adjustment: Budget Justification
1			Wellness Coordinator	TBD	20.00%	80.00%	$ 83,961.48	0.85	$71,367.26	43.00%	$30,687.92	$20,411.00	$102,055	
2			Project Assitant	TBD	10.00%	90.00%	$ 59,711.16	1.00	$59,711.16	52.50%	$31,348.36	$9,106.00	$91,060	
3			Administrative Assistant	TBD	80.00%	20.00%	$ 38,285.72	0.50	$19,142.86	46.00%	$8,805.72	$22,359.20	$27,949	
4									$0.00		$0.00	$0.00	$0	
5									$0.00		$0.00	$0.00	$0	
6									$0.00		$0.00	$0.00	$0	
7									$0.00		$0.00	$0.00	$0	
8									$0.00		$0.00	$0.00	$0	
				Total Staffing: Salary/Benefits:				**2.35**	**$150,221**		**$70,842**	**$51,876**	**$221,064**	

Definition and basis for calculations of benefit rate(s):
Describe what is covered in the benefit rate for your agency.

Includes Federal Taxes (Medicare, FICA, Unemployment Insurance), State Taxes (Worker's Comp), Medical/Dental/Life and PERS up to 50% of salary.

Attachment: 16-125 City of Riverside_SNAP-Ed_Exhibit B Budget 2018 (2703 : 16-125 City of

Exhibit B
SNAP-Ed FFY 2018 Budget

Organization Name: California Department of Public Health
County/Jurisidiction: Riverside University Health System-Public Health
Contract/Sub-Grant/Agreement: Subcontractor A

2. Non-Capital Equipment/Supplies:

	Budget Adjustment: Add Delete Reduce Increase	Budget Adjustment: Last Amount Approved	Budget Item	Description/Justification	FTE	Cost per Item	# of Items	Total	Budget Adjustment: Budget Justification
1			Office Supplies	Binders, pens, notepads, paper clips, staples, tape, markers, paper etc…	2.35	$1.00	1000	$2,350	
2								$0	
3								$0	
							Total Non-Capital Equipment/Supplies:	$2,350	

3. Materials:

	Budget Adjustment: Add Delete Reduce Increase	Budget Adjustment: Last Amount Approved	Budget Item	Description/Justification	Cost per Item	# of Items	Total	Budget Adjustment: Budget Justification
1							$0	
2							$0	
3							$0	
4							$0	
5							$0	
6							$0	
						Total Materials:	$0	

Attachment: 16-125 City of Riverside_SNAP-Ed_Exhibit B Budget 2018 (2703 : 16-125 City of

Exhibit B
SNAP-Ed FFY 2018 Budget

Organization Name: California Department of Public Health
County/Jurisidiction: Riverside University Health System-Public Health
Contract/Sub-Grant/Agreement: Subcontractor A

4. Travel:

Budget Adjustment: Add / Delete / Reduce / Increase	Budget Adjustment: Last Amount Approved		Position Title/Name	Location	Description/Justification	Trips	FTE	Days	Nights	Per Diem	Lodging	Air	Miles ($.540)	Registration Fee	Other	Total	Budget Adjustment: Budget Justification
In-State																	
		1	Wellness Coordinator - TBD; Project Assistant - TBD; Administrative Assistant - TBD	Regional	"Mileage/Carpool for SOW; may include Coalition/promising practice events, training, meetings, site visits, events, local conferences, airport travel, etc. Designated attendees determined by meetings, site visits and any training topics."	86	2.35						52			$2,415	
		2	Wellness Coordinator - TBD and Project Assistant - TBD	Sacramento	NEOPB SNAP-Ed Meeting & Conference: SNAP-Ed LIA FORUM; Other includes parking and ground transportation (not limited - taxi, shuttle service and/or car rental).	1	2	3	2	$46.00	$110.00	$415.00			$147.50	$1,841	
		3														$0	
		4														$0	
		5														$0	
Out-of-State																	
		1														$0	
															Total Travel:	**$4,256**	

* Lodging costs include taxes. Reimbursement at CalHR rates.

5. Building/Space:

Budget Adjustment: Add / Delete / Reduce / Increase	Budget Adjustment: Last Amount Approved		Location Name/Address	Calculation Description	FTE	Cost per Month	# of Month(s)	Total	Budget Adjustment: Budget Justification
		1						$0	
		2						$0	
							Total Building/Space:	**$0**	

Attachment: 16-125 City of Riverside_SNAP-Ed_Exhibit B Budget 2018 (2703 : 16-125 City of

Exhibit B
SNAP-Ed FFY 2018 Budget

6. Maintenance:

	Budget Adjustment: Add / Delete / Reduce / Increase	Budget Adjustment: Last Amount Approved	Location Name/Address	Calculation Description	FTE	Cost per Month	# of Month(s)	Total	Budget Adjustment: Budget Justification
1								$0	
2								$0	
							Total Maintenance:	$0	

Organization Name: California Department of Public Health
County/Jurisidiction: Riverside University Health System-Public Health
Contract/Sub-Grant/Agreement: Subcontractor A

7. Equipment and Other Capital Expenditures:

	Budget Adjustment: Add / Delete / Reduce / Increase	Budget Adjustment: Last Amount Approved	Budget Item	Description/Justification	FTE	Cost per Item	# of Items	Misc.	Total	Budget Adjustment: Budget Justification
1									$0	
2									$0	
								Total Equipment and Other Capital Expenditures:	$0	

Attachment: 16-125 City of Riverside_SNAP-Ed_Exhibit B Budget 2018 (2703 : 16-125 City of

Exhibit B
SNAP-Ed FFY 2018 Budget

8. Contracts/Sub-Grants/Agreements:

	Budget Adjustment: Add Delete Reduce Increase	Budget Adjustment: Last Amount Approved	Organization Name	Description of Service(s)	Total Grant	Budget Adjustment: Budget Justification
AA			TBD	Promote healthy eating and physical activity though single classes; series of classes (e.g., IOE classes); participating in community events/forums; and participation in all NEOP required meetings and activities.	$47,637	
AB			TBD	Promote healthy eating and physical activity though youth engagement, healthy food/beverage standards, support of media and public relations efforts; hosting/participation in community events/forums; and participation in all NEOP required meetings and activities.	$100,908	
AC			TBD	Promote healthy eating and physical activity though single classes; series of classes (e.g., IOE classes); participating in community events/forums; and participation in all NEOP required meetings and activities.	$83,937	
D					$0	
E					$0	
F					$0	
				Total Contracts/Sub-Grants/Agreements:	**$232,482**	

Total Direct Costs:	**$460,152**

9. Indirect Costs:

	Budget Adjustment: Add Delete Reduce Increase	Budget Adjustment: Last Amount Approved	Calculation Method	Indirect Cost Rate	Total Admin/Program Dollars	Total	Budget Adjustment: Budget Justification
1						$0	
					Total Indirect Costs:	**$0**	

Total Budget:	**$460,152**

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Exhibit B
SNAP-Ed FFY 2019 Budget

Organization Name: California Department of Public Health
County/Jurisdiction: Riverside University Health System-Public Health
Contract/Sub-Grant/Agreement: Subcontractor A

1. Staffing: Salary/Benefits:

Position #	Budget Adjustment: Add Delete Reduce Increase	Budget Adjustment: Last Amount Approved	Position Title	Position Name	SNAP-Ed Time Spent: % of SNAP-Ed Time spent on Mgmt/Admin Duties	SNAP-Ed Time Spent: % of SNAP-Ed Time spent on Direct SNAP-Ed Delivery	Annual Salary	FTE	Total SNAP-Ed Salary	Benefit Rate	Total SNAP-Ed Benefits	SNAP-Ed Admin Costs	Total SNAP-Ed Funded Salary and Benefits	Budget Adjustment: Budget Justification
1			Wellness Coordinator	TBD	20.00%	80.00%	$ 86,480.32	0.85	$73,508.27	43.00%	$31,608.56	$21,023.40	$105,117	
2			Project Assitant	TBD	10.00%	90.00%	$ 61,502.49	1.00	$61,502.49	52.50%	$32,288.81	$9,379.10	$93,791	
3			Administrative Assistant	TBD	80.00%	20.00%	$ 39,434.29	0.50	$19,717.15	46.00%	$9,069.89	$23,029.60	$28,787	
4									$0.00		$0.00	$0.00	$0	
5									$0.00		$0.00	$0.00	$0	
6									$0.00		$0.00	$0.00	$0	
7									$0.00		$0.00	$0.00	$0	
8									$0.00		$0.00	$0.00	$0	
				Total Staffing: Salary/Benefits:				**2.35**	**$154,728**		**$72,967**	**$53,432**	**$227,695**	

Definition and basis for calculations of benefit rate(s):
Describe what is covered in the benefit rate for your agency.

Includes Federal Taxes (Medicare, FICA, Unemployment Insurance), State Taxes (Worker's Comp), Medical/Dental/Life and PERS up to 50% of salary.

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SNAP-Ed FFY 2019 Budget

Organization Name: California Department of Public Health
County/Jurisidiction: Riverside University Health System-Public Health
Contract/Sub-Grant/Agreement: Subcontractor A

2. Non-Capital Equipment/Supplies:

	Budget Adjustment: Add / Delete / Reduce / Increase	Budget Adjustment: Last Amount Approved	Budget Item	Description/Justification	FTE	Cost per Item	# of Items	Total	Budget Adjustment: Budget Justification
1			Office Supplies	Binders, pens, notepads, paper clips, staples, tape, markers, paper etc…	2.35	$1.00	1000	$2,350	
2								$0	
3								$0	
							Total Non-Capital Equipment/Supplies:	$2,350	

3. Materials:

	Budget Adjustment: Add / Delete / Reduce / Increase	Budget Adjustment: Last Amount Approved	Budget Item	Description/Justification	Cost per Item	# of Items	Total	Budget Adjustment: Budget Justification
1							$0	
2							$0	
3							$0	
4							$0	
5							$0	
6							$0	
						Total Materials:	$0	

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SNAP-Ed FFY 2019 Budget

Organization Name: California Department of Public Health
County/Jurisidiction: Riverside University Health System-Public Health
Contract/Sub-Grant/Agreement: Subcontractor A

4. Travel:

	Budget Adjustment: Add / Delete / Reduce / Increase	Budget Adjustment: Last Amount Approved	Position Title/Name	Location	Description/Justification	Trips	FTE	Days	Nights	Per Diem	Lodging	Air	Miles ($.540)	Registration Fee	Other	Total	Budget Adjustment: Budget Justification
In-State																	
1			Wellness Coordinator - TBD; Project Assistant - TBD; Administrative Assistant - TBD	Regional	"Mileage/Carpool for SOW; may include Coalition/promising practice events, training, meetings, site visits, events, local conferences, airport travel, etc. Designated attendees determined by meetings, site visits and any training topics."	86	2.35						52			$2,415	
2			Wellness Coordinator - TBD and Project Assistant - TBD	Sacramento	NEOPB SNAP-Ed Meeting & Conference: SNAP-Ed LIA FORUM; Other includes parking and ground transportation (not limited - taxi, shuttle service and/or car rental).	1	2	3	2	$46.00	$110.00	$415.00			$147.50	$1,841	
3																$0	
4																$0	
5																$0	
Out-of-State																	
1																$0	
															Total Travel:	**$4,256**	

* Lodging costs include taxes. Reimbursement at CalHR rates.

5. Building/Space:

	Budget Adjustment: Add / Delete / Reduce / Increase	Budget Adjustment: Last Amount Approved	Location Name/Address	Calculation Description	FTE	Cost per Month	# of Month(s)	Total	Budget Adjustment: Budget Justification
1								$0	
2								$0	
							Total Building/Space:	**$0**	

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6. Maintenance:

	Budget Adjustment: Add / Delete / Reduce / Increase	Budget Adjustment: Last Amount Approved	Location Name/Address	Calculation Description	FTE	Cost per Month	# of Month(s)	Total	Budget Adjustment: Budget Justification
1								$0	
2								$0	
							Total Maintenance:	$0	

Organization Name: California Department of Public Health
County/Jurisidiction: Riverside University Health System-Public Health
Contract/Sub-Grant/Agreement: Subcontractor A

7. Equipment and Other Capital Expenditures:

	Budget Adjustment: Add / Delete / Reduce / Increase	Budget Adjustment: Last Amount Approved	Budget Item	Description/Justification	FTE	Cost per Item	# of Items	Misc.	Total	Budget Adjustment: Budget Justification
1									$0	
2									$0	
								Total Equipment and Other Capital Expenditures:	$0	

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	Budget Adjustment		8. Contracts/Sub-Grants/Agreements:			Budget Adjustment
	Add Delete Reduce Increase	Last Amount Approved	Organization Name	Description of Service(s)	Total Grant	Budget Justification
AA			TBD	Promote healthy eating and physical activity though single classes; series of classes (e.g., IOE classes); participating in community events/forums; and participation in all NEOP required meetings and activities.	$37,314	
AB			TBD	Promote healthy eating and physical activity though youth engagement, healthy food/beverage standards, support of media and public relations efforts; hosting/participation in community events/forums; and participation in all NEOP required meetings and activities.	$78,974	
AC			TBD	Promote healthy eating and physical activity though single classes; series of classes (e.g., IOE classes); participating in community events/forums; and participation in all NEOP required meetings and activities.	$65,679	
D					$0	
E					$0	
F					$0	
				Total Contracts/Sub-Grants/Agreements:	**$181,967**	

Total Direct Costs:	**$416,268**

	Budget Adjustment		9. Indirect Costs:				Budget Adjustment
	Add Delete Reduce Increase	Last Amount Approved	Calculation Method	Indirect Cost Rate	Total Admin/Program Dollars	Total	Budget Justification
1						$0	
					Total Indirect Costs:	**$0**	

Total Budget:	**$416,268**

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Special Terms and Conditions

(For federally funded service contracts or agreements and grant agreements)

The use of headings or titles throughout this exhibit is for convenience only and shall not be used to interpret or to govern the meaning of any specific term or condition.

The terms "contract", "Contractor" and "Subcontractor" shall also mean, "agreement", "grant", "grant agreement", "Grantee" and "Subgrantee" respectively.

The terms "California Department of Public Health" and "CDPH" shall have the same meaning and refer to the California State agency that is a party to this Agreement.

This exhibit contains provisions that require strict adherence to various contracting laws and policies. Some provisions herein are conditional and only apply if specified conditions exist (i.e., agreement total exceeds a certain amount, agreement is federally funded, etc.). The provisions herein apply to this Agreement unless the provisions are removed by reference on the face of this Agreement, the provisions are superseded by an alternate provision appearing elsewhere in this Agreement, or the applicable conditions do not exist.

Index of Special Terms and Conditions

1. Federal Equal Employment Opportunity Requirements
2. Travel and Per Diem Reimbursement
3. Procurement Rules
4. Equipment Ownership / Inventory / Disposition
5. Subcontract Requirements
6. Income Restrictions
7. Audit and Record Retention
8. Site Inspection
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10. Intellectual Property Rights
11. Air or Water Pollution Requirements
12. Prior Approval of Training Seminars, Workshops or Conferences
13. Confidentiality of Information
14. Documents, Publications, and Written Reports
15. Dispute Resolution Process
16. Financial and Compliance Audit Requirements
17. Human Subjects Use Requirements
18. Novation Requirements
19. Debarment and Suspension Certification
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21. Covenant Against Contingent Fees
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25. Four-Digit Date Compliance
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27. Use of Small, Minority Owned and Women's Businesses
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31. Lobbying Restrictions and Disclosure Certification
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1. Federal Equal Opportunity Requirements

(Applicable to all federally funded agreements entered into by the California Department of Public Health (CDPH) formerly known as California Department of Health Services (CDHS).)

a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Contractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or CDPH, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.

b. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.

c. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Contractor's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Contractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.

e. The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

f. In the event of the Contractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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g. The Contractor will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or CDPH may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by CDPH, the Contractor may request in writing to CDPH, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

2. Travel and Per Diem Reimbursement

(Applicable if travel and/or per diem expenses are reimbursed with agreement funds.)

Reimbursement for travel and per diem expenses from CDPH under this Agreement shall, unless otherwise specified in this Agreement, be at the rates currently in effect, as established by the California Department of Personnel Administration (DPA), for nonrepresented state employees as stipulated in CDPH's Travel Reimbursement Information Exhibit. If the DPA rates change during the term of the Agreement, the new rates shall apply upon their effective date and no amendment to this Agreement shall be necessary. Exceptions to DPA rates may be approved by CDPH upon the submission of a statement by the Contractor indicating that such rates are not available to the Contractor. No travel outside the State of California shall be reimbursed without prior authorization from CDPH. Verbal authorization should be confirmed in writing. Written authorization may be in a form including fax or email confirmation.

3. Procurement Rules

(Applicable to all agreements in which equipment, property, commodities and/or supplies are furnished by CDPH or expenses for said items are reimbursed with state or federal funds.)

a. **Equipment definitions**

Wherever the term equipment /property is used, the following definitions shall apply:

(1) **Major equipment/property**: A tangible or intangible item having a base unit cost of **$5,000 or more** with a life expectancy of one (1) year or more and is either furnished by CDPH or the cost is reimbursed through this Agreement. Software and videos are examples of intangible items that meet this definition.

(2) **Minor equipment/property**: A tangible item having a base unit cost of **less than $5,000** with a life expectancy of one (1) year or more and is either furnished by CDPH or the cost is reimbursed through this Agreement.

b. **Government and public entities** (including state colleges/universities and auxiliary organizations), whether acting as a contractor and/or subcontractor, may secure all commodities, supplies, equipment and services related to such purchases that are required in performance of this Agreement. Said procurements are subject to Paragraphs d through h of Provision 3. Paragraph c of Provision 3 shall also apply, if equipment purchases are delegated to subcontractors that are nonprofit organizations or commercial businesses.

c. **Nonprofit organizations and commercial businesses**, whether acting as a contractor and/or subcontractor, may secure commodities, supplies, equipment and services related to such purchases for performance under this Agreement.

(1) Equipment purchases shall not exceed $50,000 annually.

To secure equipment above the annual maximum limit of $50,000, the Contractor shall make arrangements through the appropriate CDPH Program Contract Manager, to have all remaining equipment purchased through CDPH's Purchasing Unit. The cost of equipment purchased by or

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through CDPH shall be deducted from the funds available in this Agreement. Contractor shall submit to the CDPH Program Contract Manager a list of equipment specifications for those items that the State must procure. The State may pay the vendor directly for such arranged equipment purchases and title to the equipment will remain with CDPH. The equipment will be delivered to the Contractor's address, as stated on the face of the Agreement, unless the Contractor notifies the CDPH Program Contract Manager, in writing, of an alternate delivery address.

(2) All equipment purchases are subject to Paragraphs d through h of Provision 3. Paragraph b of Provision 3 shall also apply, if equipment purchases are delegated to subcontractors that are either a government or public entity.

(3) Nonprofit organizations and commercial businesses, shall use a procurement system that meets the following standards:

(a) Maintain a code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in awarding procurement contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a procurement, or bid contract in which, to his or her knowledge, he or she has a financial interest.

(b) Procurements shall be conducted in a manner that provides, to the maximum extent practical, open, and free competition.

(c) Procurements shall be conducted in a manner that provides for all of the following:

[1] Avoid purchasing unnecessary or duplicate items.

[2] Equipment solicitations shall be based upon a clear and accurate description of the technical requirements of the goods to be procured.

[3] Take positive steps to utilize small and veteran owned businesses.

d. Unless waived or otherwise stipulated in writing by CDPH, prior written authorization from the appropriate CDPH Program Contract Manager will be required before the Contractor will be reimbursed for any purchase of $5,000 or more for commodities, supplies, equipment, and services related to such purchases. The Contractor must provide in its request for authorization all particulars necessary, as specified by CDPH, for evaluating the necessity or desirability of incurring such costs. The term "purchase" excludes the purchase of services from a subcontractor and public utility services at rates established for uniform applicability to the general public.

e. In special circumstances, determined by CDPH (e.g., when CDPH has a need to monitor certain purchases, etc.), CDPH may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of dollar amount. CDPH reserves the right to either deny claims for reimbursement or to request repayment for any Contractor and/or subcontractor purchase that CDPH determines to be unnecessary in carrying out performance under this Agreement.

f. The Contractor and/or subcontractor must maintain a copy or narrative description of the procurement system, guidelines, rules, or regulations that will be used to make purchases under this Agreement. The State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Contractor and/or subcontractor at any time.

g. For all purchases, the Contractor and/or subcontractor must maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection, for inspection or audit. Justifications supporting the absence of bidding (i.e., sole source purchases) shall also be maintained on file by the Contractor and/or subcontractor for inspection or audit.

h. CDPH may, with cause (e.g., with reasonable suspicion of unnecessary purchases or use of inappropriate purchase practices, etc.), withhold, cancel, modify, or retract the delegated purchase authority granted under Paragraphs b and/or c of Provision 3 by giving the Contractor no less than 30 calendar days written notice.

4. Equipment Ownership / Inventory / Disposition

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(Applicable to agreements in which equipment and/or property is furnished by CDPH and/or when said items are purchased or reimbursed with state or federal funds.)

a. Wherever the terms equipment and/or property are used in Provision 4, the definitions in Provision 3, Paragraph a, shall apply.

Unless otherwise stipulated in this Agreement, all equipment and/or property that are purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement shall be considered state equipment and the property of CDPH.

(1) CDPH requires the reporting, tagging and annual inventorying of all equipment and/or property that is furnished by CDPH or purchased/reimbursed with funds provided through this Agreement.

Upon receipt of equipment and/or property, the Contractor shall report the receipt to the CDPH Program Contract Manager. To report the receipt of said items and to receive property tags, Contractor shall use a form or format designated by CDPH's Asset Management Unit. If the appropriate form (i.e., Contractor Equipment Purchased with CDPH Funds) does not accompany this Agreement, Contractor shall request a copy from the CDPH Program Contract Manager.

(2) If the Contractor enters into an agreement with a term of more than twelve months, the Contractor shall submit an annual inventory of state equipment and/or property to the CDPH Program Contract Manager using a form or format designated by CDPH's Asset Management Unit. If an inventory report form (i.e., Inventory/Disposition of CDPH-Funded Equipment) does not accompany this Agreement, Contractor shall request a copy from the CDPH Program Contract Manager. Contractor shall:

(a) Include in the inventory report, equipment and/or property in the Contractor's possession and/or in the possession of a subcontractor (including independent consultants).

(b) Submit the inventory report to CDPH according to the instructions appearing on the inventory form or issued by the CDPH Program Contract Manager.

(c) Contact the CDPH Program Contract Manager to learn how to remove, trade-in, sell, transfer or survey off, from the inventory report, expired equipment and/or property that is no longer wanted, usable or has passed its life expectancy. Instructions will be supplied by CDPH's Asset Management Unit.

b. Title to state equipment and/or property shall not be affected by its incorporation or attachment to any property not owned by the State.

c. Unless otherwise stipulated, CDPH shall be under no obligation to pay the cost of restoration, or rehabilitation of the Contractor's and/or Subcontractor's facility which may be affected by the removal of any state equipment and/or property.

d. The Contractor and/or Subcontractor shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance and preservation of state equipment and/or property.

(1) In administering this provision, CDPH may require the Contractor and/or Subcontractor to repair or replace, to CDPH's satisfaction, any damaged, lost or stolen state equipment and/or property. Contractor and/or Subcontractor shall immediately file a theft report with the appropriate police agency or the California Highway Patrol and Contractor shall promptly submit one copy of the theft report to the CDPH Program Contract Manager.

e. Unless otherwise stipulated by the program funding this Agreement, equipment and/or property purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, shall only be used for performance of this Agreement or another CDPH agreement.

f. Within sixty (60) calendar days prior to the termination or end of this Agreement, the Contractor shall provide a final inventory report of equipment and/or property to the CDPH Program Contract Manager and

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shall, at that time, query CDPH as to the requirements, including the manner and method, of returning state equipment and/or property to CDPH. Final disposition of equipment and/or property shall be at CDPH expense and according to CDPH instructions. Equipment and/or property disposition instructions shall be issued by CDPH immediately after receipt of the final inventory report. At the termination or conclusion of this Agreement, CDPH may at its discretion, authorize the continued use of state equipment and/or property for performance of work under a different CDPH agreement.

g. **Motor Vehicles**

(Applicable only if motor vehicles are purchased/reimbursed with agreement funds or furnished by CDPH under this Agreement.)

(1) If motor vehicles are purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, within thirty (30) calendar days prior to the termination or end of this Agreement, the Contractor and/or Subcontractor shall return such vehicles to CDPH and shall deliver all necessary documents of title or registration to enable the proper transfer of a marketable title to CDPH.

(2) If motor vehicles are purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, the State of California shall be the legal owner of said motor vehicles and the Contractor shall be the registered owner. The Contractor and/or a subcontractor may only use said vehicles for performance and under the terms of this Agreement.

(3) The Contractor and/or Subcontractor agree that all operators of motor vehicles, purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, shall hold a valid State of California driver's license. In the event that ten or more passengers are to be transported in any one vehicle, the operator shall also hold a State of California Class B driver's license.

(4) If any motor vehicle is purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, the Contractor and/or Subcontractor, as applicable, shall provide, maintain, and certify that, at a minimum, the following type and amount of automobile liability insurance is in effect during the term of this Agreement or any extension period during which any vehicle remains in the Contractor's and/or Subcontractor's possession:

Automobile Liability Insurance

(a) The Contractor, by signing this Agreement, hereby certifies that it possesses or will obtain automobile liability insurance in the amount of $1,000,000 per occurrence for bodily injury and property damage combined. Said insurance must be obtained and made effective upon the delivery date of any motor vehicle, purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, to the Contractor and/or Subcontractor.

(b) The Contractor and/or Subcontractor shall, as soon as practical, furnish a copy of the certificate of insurance to the CDPH Program Contract Manager. The certificate of insurance shall identify the CDPH contract or agreement number for which the insurance applies.

(c) The Contractor and/or Subcontractor agree that bodily injury and property damage liability insurance, as required herein, shall remain in effect at all times during the term of this Agreement or until such time as the motor vehicle is returned to CDPH.

(d) The Contractor and/or Subcontractor agree to provide, at least thirty (30) days prior to the expiration date of said insurance coverage, a copy of a new certificate of insurance evidencing continued coverage, as indicated herein, for not less than the remainder of the term of this Agreement, the term of any extension or continuation thereof, or for a period of not less than one (1) year.

(e) The Contractor and/or Subcontractor, if not a self-insured government and/or public entity, must provide evidence, that any required certificates of insurance contain the following provisions:

[1] The insurer will not cancel the insured's coverage without giving thirty (30) calendar days prior

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written notice to the State (California Department of Public Health (CDPH)).

[2] The State of California, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for the State under this Agreement and any extension or continuation of this Agreement.

[3] The insurance carrier shall notify CDPH, in writing, of the Contractor's failure to pay premiums; its cancellation of such policies; or any other substantial change, including, but not limited to, the status, coverage, or scope of the required insurance. Such notices shall contain a reference to each agreement number for which the insurance was obtained.

(f) The Contractor and/or Subcontractor is hereby advised that copies of certificates of insurance may be subject to review and approval by the Department of General Services (DGS), Office of Risk and Insurance Management. The Contractor shall be notified by CDPH, in writing, if this provision is applicable to this Agreement. If DGS approval of the certificate of insurance is required, the Contractor agrees that no work or services shall be performed prior to obtaining said approval.

(g) In the event the Contractor and/or Subcontractor fails to keep insurance coverage, as required herein, in effect at all times during vehicle possession, CDPH may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

5. **Subcontract Requirements**

(Applicable to agreements under which services are to be performed by subcontractors including independent consultants.)

a. Prior written authorization will be required before the Contractor enters into or is reimbursed for any subcontract for services costing $5,000 or more. Except as indicated in Paragraph a(3) herein, when securing subcontracts for services costing $5,000, the Contractor shall obtain at least three bids or justify a sole source award.

(1) The Contractor must provide in its request for authorization, all information necessary for evaluating the necessity or desirability of incurring such cost.

(2) The State may identify the information needed to fulfill this requirement.

(3) Subcontracts performed by the following entities or for the service types listed below are exempt from the bidding and sole source justification requirements:

(a) A local governmental entity or the federal government,
(b) A State college or university from any State,
(c) A Joint Powers Authority,
(d) An auxiliary organization of a California State University or a California community college,
(e) A foundation organized to support the Board of Governors of the California Community Colleges,
(f) An auxiliary organization of the Student Aid Commission established under Education Code § 69522,
(g) Entities of any type that will provide subvention aid or direct services to the public,
(h) Entities and/or service types identified as exempt from advertising in State Contracting Manual 5.80. View this publication at the following Internet address:

http://www.ols.dgs.ca.gov/Contract+Manual/Chapters4through6.htm.

(i) Entities whose name and budgeted costs have been submitted to CDPH in response to a competitive solicitation.

b. CDPH reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Contractor to terminate subcontracts entered into in support of this Agreement.

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(1) Upon receipt of a written notice from CDPH requiring the substitution and/or termination of a subcontract, the Contractor shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by CDPH.

c. Actual subcontracts (i.e., written agreement between the Contractor and a subcontractor) of $5,000 or more are subject to the prior review and written approval of CDPH. CDPH may, at its discretion, elect to waive this right. All such waivers shall be confirmed in writing by CDPH.

d. Contractor shall maintain a copy of each subcontract entered into in support of this Agreement and shall, upon request by CDPH, make copies available for approval, inspection, or audit.

e. CDPH assumes no responsibility for the payment of subcontractors used in the performance of this Agreement. Contractor accepts sole responsibility for the payment of subcontractors used in the performance of this Agreement.

f. The Contractor is responsible for all performance requirements under this Agreement even though performance may be carried out through a subcontract.

g. The Contractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement.

h. The Contractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:

"(*Subcontractor Name*) agrees to maintain and preserve, until three years after termination of (*Agreement Number*) and final payment from CDPH to the Contractor, to permit CDPH or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records."

i. Unless otherwise stipulated in writing by CDPH, the Contractor shall be the subcontractor's sole point of contact for all matters related to performance and payment under this Agreement.

j. Contractor shall, as applicable, advise all subcontractors of their obligations pursuant to the following numbered provisions of this Exhibit: 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 17, 19, 20, 24, and 31 or other numbered provisions herein that deemed applicable.

6. Income Restrictions

Unless otherwise stipulated in this Agreement, the Contractor agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Contractor under this Agreement shall be paid by the Contractor to CDPH, to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by CDPH under this Agreement.

7. Audit and Record Retention

(Applicable to agreements in excess of $10,000.)

a. The Contractor and/or Subcontractor shall maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.

b. The Contractor's and/or subcontractor's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.

c. Contractor agrees that CDPH, the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this

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Agreement. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, CCR Title 2, Section 1896).

d. The Contractor and/or Subcontractor shall preserve and make available his/her records (1) for a period of three years from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (1) or (2) below.

(1) If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.

(2) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.

e. The Contractor and/or Subcontractor shall comply with the above requirements and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in Public Contract Code § 10115.10, if applicable.

f. The Contractor and/or Subcontractor may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Contractor and/or Subcontractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.

g. The Contractor shall, if applicable, comply with the Single Audit Act and the audit reporting requirements set forth in OMB Circular A-133.

8. Site Inspection

The State, through any authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract supported activities and the premises in which it is being performed. If any inspection or evaluation is made of the premises of the Contractor or Subcontractor, the Contractor shall provide and shall require Subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the authorized representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

9. Federal Contract Funds

(Applicable only to that portion of an agreement funded in part or whole with federal funds.)

a. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.

b. This agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Agreement in any manner.

c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.

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d. CDPH has the option to invalidate or cancel the Agreement with 30-days advance written notice or to amend the Agreement to reflect any reduction in funds.

10. **Intellectual Property Rights**

a. **Ownership**

(1) Except where CDPH has agreed in a signed writing to accept a license, CDPH shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all Intellectual Property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement.

(2) For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will and all other legal rights protecting intangible proprietary information as may exist now and/or here after come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.

(a) For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. Works does not include articles submitted to peer review or reference journals or independent research projects.

(3) In the performance of this Agreement, Contractor will exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, Contractor may access and utilize certain of CDPH's Intellectual Property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, Contractor shall not use any of CDPH's Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of CDPH. **Except as otherwise set forth herein, neither the Contractor nor CDPH shall give any ownership interest in or rights to its Intellectual Property to the other Party.** If during the term of this Agreement, Contractor accesses any third-party Intellectual Property that is licensed to CDPH, Contractor agrees to abide by all license and confidentiality restrictions applicable to CDPH in the third-party's license agreement.

(4) Contractor agrees to cooperate with CDPH in establishing or maintaining CDPH's exclusive rights in the Intellectual Property, and in assuring CDPH's sole rights against third parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this Agreement, Contractor shall require the terms of the Agreement(s) to include all Intellectual Property provisions. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to CDPH all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or CDPH and which result directly or indirectly from this Agreement or any subcontract.

(5) Contractor further agrees to assist and cooperate with CDPH in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce CDPH's Intellectual Property rights and interests.

b. Retained Rights / License Rights

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(1) Except for Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement, Contractor shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this Agreement. Contractor hereby grants to CDPH, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose Contractor's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Agreement, unless Contractor assigns all rights, title and interest in the Intellectual Property as set forth herein.

(2) Nothing in this provision shall restrict, limit, or otherwise prevent Contractor from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Agreement, provided that Contractor's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of CDPH or third party, or result in a breach or default of any provisions of this Exhibit or result in a breach of any provisions of law relating to confidentiality.

c. Copyright

(1) Contractor agrees that for purposes of copyright law, all works [as defined in Paragraph a, subparagraph (2)(a) of this provision] of authorship made by or on behalf of Contractor in connection with Contractor's performance of this Agreement shall be deemed "works made for hire". Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of Contractor or that person has entered into an agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such person that: (i) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to CDPH to any work product made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement.

(2) All materials, including, but not limited to, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement, shall include CDPH's notice of copyright, which shall read in 3mm or larger typeface: "© *[Enter Current Year e.g., 2007, etc.]*, Department of Public Health. This material may not be reproduced or disseminated without prior written permission from the Department of Public Health." This notice should be placed prominently on the materials and set apart from other matter on the page where it appears. Audio productions shall contain a similar audio notice of copyright.

d. Patent Rights

With respect to inventions made by Contractor in the performance of this Agreement, which did not result from research and development specifically included in the Agreement's scope of work, Contractor hereby grants to CDPH a license as described under Section b of this provision for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the Agreement's scope of work, then Contractor agrees to assign to CDPH, without additional compensation, all its right, title and interest in and to such inventions and to assist CDPH in securing United States and foreign patents with respect thereto.

e. Third-Party Intellectual Property

Except as provided herein, Contractor agrees that its performance of this Agreement shall not be dependent upon or include any Intellectual Property of Contractor or third party without first: (i) obtaining CDPH's prior written approval; and (ii) granting to or obtaining for CDPH, without additional compensation, a license, as described in Section b of this provision, for any of Contractor's or third-party's Intellectual Property in existence prior to the effective date of this Agreement. If such a license upon the these terms is unattainable, and CDPH determines that the Intellectual Property should be included in or is required for Contractor's performance of this Agreement, Contractor shall obtain a license under terms acceptable to CDPH.

f. Warranties

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(1) Contractor represents and warrants that:

(a) It is free to enter into and fully perform this Agreement.

(b) It has secured and will secure all rights and licenses necessary for its performance of this Agreement.

(c) Neither Contractor's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Contractor.

(d) Neither Contractor's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.

(e) It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites, locations, property or props that may be used or shown.

(f) It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to CDPH in this Agreement.

(g) It has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

(h) It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Agreement.

(2) CDPH MAKES NO WARRANTY THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

g. **Intellectual Property Indemnity**

(1) Contractor shall indemnify, defend and hold harmless CDPH and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnitees") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim, action, or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of CDPH's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that issued after the effective date of this Agreement. CDPH reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against CDPH.

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(2) Should any Intellectual Property licensed by the Contractor to CDPH under this Agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve CDPH's right to use the licensed Intellectual Property in accordance with this Agreement at no expense to CDPH. CDPH shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for CDPH to continue using the licensed Intellectual Property; or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, CDPH shall be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity.

(3) Contractor agrees that damages alone would be inadequate to compensate CDPH for breach of any term of this Intellectual Property Exhibit by Contractor. Contractor acknowledges CDPH would suffer irreparable harm in the event of such breach and agrees CDPH shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

h. **Federal Funding**

In any agreement funded in whole or in part by the federal government, CDPH may acquire and maintain the Intellectual Property rights, title, and ownership, which results directly or indirectly from the Agreement; except as provided in 37 Code of Federal Regulations part 401.14; however, the federal government shall have a non-exclusive, nontransferable, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

i. **Survival**

The provisions set forth herein shall survive any termination or expiration of this Agreement or any project schedule.

11. **Air or Water Pollution Requirements**

Any federally funded agreement and/or subcontract in excess of $100,000 must comply with the following provisions unless said agreement is exempt under 40 CFR 15.5.

a. Government contractors agree to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act [42 U.S.C. 1857(h)], section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

b. Institutions of higher education, hospitals, nonprofit organizations and commercial businesses agree to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et seq.), as amended, and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended.

12. **Prior Approval of Training Seminars, Workshops or Conferences**

Contractor shall obtain prior CDPH approval of the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop, or conference conducted pursuant to this Agreement and of any reimbursable publicity or educational materials to be made available for distribution. The Contractor shall acknowledge the support of the State whenever publicizing the work under this Agreement in any media. This provision does not apply to necessary staff meetings or training sessions held for the staff of the Contractor or Subcontractor to conduct routine business matters.

13. **Confidentiality of Information**

a. The Contractor and its employees, agents, or subcontractors shall protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or are disclosed to the

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Contractor, its employees, agents, or subcontractors as a result of services performed under this Agreement, except for statistical information not identifying any such person.

b. The Contractor and its employees, agents, or subcontractors shall not use such identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement.

c. The Contractor and its employees, agents, or subcontractors shall promptly transmit to the CDPH Program Contract Manager all requests for disclosure of such identifying information not emanating from the client or person.

d. The Contractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such identifying information to anyone other than CDPH without prior written authorization from the CDPH Program Contract Manager, except if disclosure is required by State or Federal law.

e. For purposes of this provision, 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.

f. As deemed applicable by CDPH, this provision may be supplemented by additional terms and conditions covering personal health information (PHI) or personal, sensitive, and/or confidential information (PSCI). Said terms and conditions will be outlined in one or more exhibits that will either be attached to this Agreement or incorporated into this Agreement by reference.

14. Documents, Publications and Written Reports

(Applicable to agreements over $5,000 under which publications, written reports and documents are developed or produced. Government Code Section 7550.)

Any document, publication or written report (excluding progress reports, financial reports and normal contractual communications) prepared as a requirement of this Agreement shall contain, in a separate section preceding the main body of the document, the number and dollar amounts of all contracts or agreements and subcontracts relating to the preparation of such document or report, if the total cost for work by nonemployees of the State exceeds $5,000.

15. Dispute Resolution Process

a. A Contractor grievance exists whenever there is a dispute arising from CDPH's action in the administration of an agreement. If there is a dispute or grievance between the Contractor and CDPH, the Contractor must seek resolution using the procedure outlined below.

(1) The Contractor should first informally discuss the problem with the CDPH Program Contract Manager. If the problem cannot be resolved informally, the Contractor shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Contractor. The Branch Chief shall respond in writing to the Contractor indicating the decision and reasons therefore. If the Contractor disagrees with the Branch Chief's decision, the Contractor may appeal to the second level.

(2) When appealing to the second level, the Contractor must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Contractor shall include with the appeal a copy of the Contractor's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Contractor to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Contractor within twenty (20) working days of receipt of the Contractor's second level appeal.

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b. If the Contractor wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Contractor shall follow the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Division 2, Chapter 2, Article 3 (commencing with Section 1140) of the California Code of Regulations).

c. Disputes arising out of an audit, examination of an agreement or other action not covered by subdivision (a) of Section 20204, of Chapter 2.1, Title 22, of the California Code of Regulations, and for which no procedures for appeal are provided in statute, regulation or the Agreement, shall be handled in accordance with the procedures identified in Sections 51016 through 51047, Title 22, California Code of Regulations.

d. Unless otherwise stipulated in writing by CDPH, all dispute, grievance and/or appeal correspondence shall be directed to the CDPH Program Contract Manager.

e. There are organizational differences within CDPH's funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Contractor shall be notified in writing by the CDPH Program Contract Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

16. Financial and Compliance Audit Requirements

a. The definitions used in this provision are contained in Section 38040 of the Health and Safety Code, which by this reference is made a part hereof.

b. Direct service contract means a contract or agreement for services contained in local assistance or subvention programs or both (see Health and Safety [H&S] Code section 38020). Direct service contracts shall not include contracts, agreements, grants, or subventions to other governmental agencies or units of government nor contracts or agreements with regional centers or area agencies on aging (H&S Code section 38030).

c. The Contractor, as indicated below, agrees to obtain one of the following audits:

(1) If the Contractor is a nonprofit organization (as defined in H&S Code section 38040) and receives **$25,000 or more** from any State agency under a direct service contract or agreement; the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit. Said audit shall be conducted according to Generally Accepted Auditing Standards. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**

(2) If the Contractor is a nonprofit organization (as defined in H&S Code section 38040) and receives **less than $25,000** per year from any State agency under a direct service contract or agreement, the Contractor agrees to obtain a biennial single, organization wide financial and compliance audit, unless there is evidence of fraud or other violation of state law in connection with this Agreement. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**

(3) If the Contractor is a State or Local Government entity or Nonprofit organization (as defined by the Federal Office of Management and Budget [OMB] Circular A-133) and expends $500,000 or more in Federal awards, the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit according to the requirements specified in OMB Circular A-133 entitled "Audits of States, Local Governments, and Non-Profit Organizations". An audit conducted pursuant to this provision will fulfill the audit requirements outlined in Paragraphs c(1) and c(2) above. The audit shall be completed by the end of the ninth month following the end of the audit period. The requirements of this provision apply if:

(a) The Contractor is a recipient expending Federal awards received directly from Federal awarding agencies, or

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(b) The Contractor is a subrecipient expending Federal awards received from a pass-through entity such as the State, County or community based organization.

(4) If the Contractor submits to CDPH a report of an audit other than an OMB A-133 audit, the Contractor must also submit a certification indicating the Contractor has not expended $500,000 or more in federal funds for the year covered by the audit report.

d. Two copies of the audit report shall be delivered to the CDPH program funding this Agreement. The audit report must identify the Contractor's legal name and the number assigned to this Agreement. The audit report shall be due within 30 days after the completion of the audit. Upon receipt of said audit report, the CDPH Program Contract Manager shall forward the audit report to CDPH's Audits and Investigations Unit if the audit report was submitted under Section 16.c(3), unless the audit report is from a City, County, or Special District within the State of California whereby the report will be retained by the funding program.

e. The cost of the audits described herein may be included in the funding for this Agreement up to the proportionate amount this Agreement represents of the Contractor's total revenue. The CDPH program funding this Agreement must provide advance written approval of the specific amount allowed for said audit expenses.

f. The State or its authorized designee, including the Bureau of State Audits, is responsible for conducting agreement performance audits which are not financial and compliance audits. Performance audits are defined by Generally Accepted Government Auditing Standards.

g. Nothing in this Agreement limits the State's responsibility or authority to enforce State law or regulations, procedures, or reporting requirements arising thereto.

h. Nothing in this provision limits the authority of the State to make audits of this Agreement, provided however, that if independent audits arranged for by the Contractor meet Generally Accepted Governmental Auditing Standards, the State shall rely on those audits and any additional audit work and shall build upon the work already done.

i. The State may, at its option, direct its own auditors to perform either of the audits described above. The Contractor will be given advance written notification, if the State chooses to exercise its option to perform said audits.

j. The Contractor shall include a clause in any agreement the Contractor enters into with the audit firm doing the single organization wide audit to provide access by the State or Federal Government to the working papers of the independent auditor who prepares the single organization wide audit for the Contractor.

k. Federal or state auditors shall have "expanded scope auditing" authority to conduct specific program audits during the same period in which a single organization wide audit is being performed, but the audit report has not been issued. The federal or state auditors shall review and have access to the current audit work being conducted and will not apply any testing or review procedures which have not been satisfied by previous audit work that has been completed.

The term "expanded scope auditing" is applied and defined in the U.S. General Accounting Office (GAO) issued Standards for *Audit of Government Organizations, Programs, Activities and Functions*, better known as the "yellow book".

17. Human Subjects Use Requirements

(Applicable only to federally funded agreements/grants in which performance, directly or through a subcontract/subaward, includes any tests or examination of materials derived from the human body.)

By signing this Agreement, Contractor agrees that if any performance under this Agreement or any subcontract or subagreement includes any tests or examination of materials derived from the human body for the purpose of providing information, diagnosis, prevention, treatment or assessment of disease, impairment, or health of a human being, all locations at which such examinations are performed shall meet the requirements of 42 U.S.C. Section 263a (CLIA) and the regulations thereunder.

Attachment: 16-125 City of Riverside_SNAP-Ed_Attachment 1 (exhibit D(F)) (2703 : 16-125 City of Riverside_SNAP-Ed)

18. **Novation Requirements**

If the Contractor proposes any novation agreement, CDPH shall act upon the proposal within 60 days after receipt of the written proposal. CDPH may review and consider the proposal, consult and negotiate with the Contractor, and accept or reject all or part of the proposal. Acceptance or rejection of the proposal may be made orally within the 60-day period and confirmed in writing within five days of said decision. Upon written acceptance of the proposal, CDPH will initiate an amendment to this Agreement to formally implement the approved proposal.

19. **Debarment and Suspension Certification**

(Applicable to all agreements funded in part or whole with federal funds.)

a. By signing this Agreement, the Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 7 CFR Part 3017, 45 CFR 76, 40 CFR 32 or 34 CFR 85.

b. By signing this Agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;

(2) Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and

(4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

(5) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.

(6) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

c. If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to the CDPH Program Contract Manager.

d. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.

e. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the CDPH may terminate this Agreement for cause or default.

20. **Smoke-Free Workplace Certification**

(Applicable to federally funded agreements/grants and subcontracts/subawards, that provide health, day care, early childhood development services, education or library services to children under 18 directly or through local governments.)

a. Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be

Attachment: 16-125 City of Riverside_SNAP-Ed_Attachment 1 (exhibit D(F)) (2703 : 16-125 City of Riverside_SNAP-Ed)

permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.

b. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000 for each violation and/or the imposition of an administrative compliance order on the responsible party.

c. By signing this Agreement, Contractor or Grantee certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The prohibitions herein are effective December 26, 1994.

d. Contractor or Grantee further agrees that it will insert this certification into any subawards (subcontracts or subgrants) entered into that provide for children's services as described in the Act.

21. Covenant Against Contingent Fees

(Applicable only to federally funded agreements.)

The Contractor warrants that no person or selling agency has been employed or retained to solicit/secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except *bona fide* employees or *bona fide* established commercial or selling agencies retained by the Contractor for the purpose of securing business. For breach or violation of this warranty, CDPH shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, and brokerage or contingent fee.

22. Payment Withholds

(Applicable only if a final report is required by this Agreement. Not applicable to government entities.)

Unless waived or otherwise stipulated in this Agreement, CDPH may, at its discretion, withhold 10 percent (10%) of the face amount of the Agreement, 50 percent (50%) of the final invoice, or $3,000 whichever is greater, until CDPH receives a final report that meets the terms, conditions and/or scope of work requirements of this Agreement.

23. Performance Evaluation

(Not applicable to grant agreements.)

CDPH may, at its discretion, evaluate the performance of the Contractor at the conclusion of this Agreement. If performance is evaluated, the evaluation shall not be a public record and shall remain on file with CDPH. Negative performance evaluations may be considered by CDPH prior to making future contract awards.

24. Officials Not to Benefit

No members of or delegate of Congress or the State Legislature shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom. This provision shall not be construed to extend to this Agreement if made with a corporation for its general benefits.

25. Four-Digit Date Compliance

(Applicable to agreements in which Information Technology (IT) services are provided to CDPH or if IT equipment is procured.)

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Contractor warrants that it will provide only Four-Digit Date Compliant (as defined below) Deliverables and/or services to the State. "Four Digit Date compliant" Deliverables and services can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Contract and does not limit the generality of warranty obligations set forth elsewhere herein.

26. Prohibited Use of State Funds for Software

(Applicable to agreements in which computer software is used in performance of the work.)

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

27. Use of Small, Minority Owned and Women's Businesses

(Applicable to that portion of an agreement that is federally funded and entered into with institutions of higher education, hospitals, nonprofit organizations or commercial businesses.)

Positive efforts shall be made to use small businesses, minority-owned firms and women's business enterprises, whenever possible (i.e., procurement of goods and/or services). Contractors shall take all of the following steps to further this goal.

(1) Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.

(2) Make information on forthcoming purchasing and contracting opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.

(3) Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.

(4) Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.

(5) Use the services and assistance, as appropriate, of such organizations as the Federal Small Business Administration and the U.S. Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned firms and women's business enterprises.

28. Alien Ineligibility Certification

(Applicable to sole proprietors entering federally funded agreements.)

By signing this Agreement, the Contractor certifies that he/she is not an alien that is ineligible for state and local benefits, as defined in Subtitle B of the Personal Responsibility and Work Opportunity Act. (8 U.S.C. 1601, et seq.)

29. Union Organizing

(Applicable only to grant agreements.)

Grantee, by signing this Agreement, hereby acknowledges the applicability of Government Code Sections 16645 through 16649 to this Agreement. Furthermore, Grantee, by signing this Agreement, hereby certifies that:

a. No state funds disbursed by this grant will be used to assist, promote or deter union organizing.

b. Grantee shall account for state funds disbursed for a specific expenditure by this grant, to show those funds were allocated to that expenditure.

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c. Grantee shall, where state funds are not designated as described in b herein, allocate, on a pro-rata basis, all disbursements that support the grant program.

d. If Grantee makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no state funds were used for those expenditures, and that Grantee shall provide those records to the Attorney General upon request.

30. **Contract Uniformity (Fringe Benefit Allowability)**

(Applicable only to nonprofit organizations.)

Pursuant to the provisions of Article 7 (commencing with Section 100525) of Chapter 3 of Part 1 of Division 101 of the Health and Safety Code, CDPH sets forth the following policies, procedures, and guidelines regarding the reimbursement of fringe benefits.

a. As used herein fringe benefits shall mean an employment benefit given by one's employer to an employee in addition to one's regular or normal wages or salary.

b. As used herein, fringe benefits do not include:

(1) Compensation for personal services paid currently or accrued by the Contractor for services of employees rendered during the term of this Agreement, which is identified as regular or normal salaries and wages, annual leave, vacation, sick leave, holidays, jury duty and/or military leave/training.
(2) Director's and executive committee member's fees.
(3) Incentive awards and/or bonus incentive pay.
(4) Allowances for off-site pay.
(5) Location allowances.
(6) Hardship pay.
(7) Cost-of-living differentials

c. Specific allowable fringe benefits include:

(1) Fringe benefits in the form of employer contributions for the employer's portion of payroll taxes (i.e., FICA, SUI, SDI), employee health plans (i.e., health, dental and vision), unemployment insurance, worker's compensation insurance, and the employer's share of pension/retirement plans, provided they are granted in accordance with established written organization policies and meet all legal and Internal Revenue Service requirements.

d. To be an allowable fringe benefit, the cost must meet the following criteria:

(1) Be necessary and reasonable for the performance of the Agreement.
(2) Be determined in accordance with generally accepted accounting principles.
(3) Be consistent with policies that apply uniformly to all activities of the Contractor.

e. Contractor agrees that all fringe benefits shall be at actual cost.

f. Earned/Accrued Compensation

(1) Compensation for vacation, sick leave and holidays is limited to that amount earned/accrued within the agreement term. Unused vacation, sick leave and holidays earned from periods prior to the agreement term cannot be claimed as allowable costs. See Provision f (3)(a) for an example.

(2) For multiple year agreements, vacation and sick leave compensation, which is earned/accrued but not paid, due to employee(s) not taking time off may be carried over and claimed within the overall term of the multiple years of the Agreement. Holidays cannot be carried over from one agreement year to the next. See Provision f (3)(b) for an example.

(3) For single year agreements, vacation, sick leave and holiday compensation that is earned/accrued but not paid, due to employee(s) not taking time off within the term of the Agreement, cannot be claimed as an allowable cost. See Provision f (3)(c) for an example.

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(a) **Example No. 1:**

If an employee, John Doe, earns/accrues three weeks of vacation and twelve days of sick leave each year, then that is the maximum amount that may be claimed during a one year agreement. If John Doe has five weeks of vacation and eighteen days of sick leave at the beginning of an agreement, the Contractor during a one-year budget period may only claim up to three weeks of vacation and twelve days of sick leave as actually used by the employee. Amounts earned/accrued in periods prior to the beginning of the Agreement are not an allowable cost.

(b) **Example No. 2:**
If during a three-year (multiple year) agreement, John Doe does not use his three weeks of vacation in year one, or his three weeks in year two, but he does actually use nine weeks in year three; the Contractor would be allowed to claim all nine weeks paid for in year three. The total compensation over the three-year period cannot exceed 156 weeks (3 x 52 weeks).

(c) **Example No. 3:**
If during a single year agreement, John Doe works fifty weeks and used one week of vacation and one week of sick leave and all fifty-two weeks have been billed to CDPH, the remaining unused two weeks of vacation and seven days of sick leave may not be claimed as an allowable cost.

31. **Lobbying Restrictions and Disclosure Certification**

(Applicable to federally funded agreements in excess of $100,000 per Section 1352 of the 31, U.S.C.)

a. Certification and Disclosure Requirements

(1) Each person (or recipient) who requests or receives a contract or agreement, subcontract, grant, or subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds $100,000 at any tier, shall file a certification (in the form set forth in Attachment 1, consisting of one page, entitled "Certification Regarding Lobbying") that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.

(2) Each recipient shall file a disclosure (in the form set forth in Attachment 2, entitled "Standard Form-LLL 'disclosure of Lobbying Activities'") if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action) in connection with a contract, or grant or any extension or amendment of that contract, or grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.

(3) Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph a(2) herein. An event that materially affects the accuracy of the information reported includes:

(a) A cumulative increase of $25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;

(b) A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or

(c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.

(4) Each person (or recipient) who requests or receives from a person referred to in Paragraph a(1) of this provision a contract or agreement, subcontract, grant or subgrant exceeding $100,000 at any tier under a contract or agreement, or grant shall file a certification, and a disclosure form, if required, to the next tier above.

(5) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to CDPH Program Contract Manager.

Attachment: 16-125 City of Riverside_SNAP-Ed_Attachment 1 (exhibit D(F)) (2703 : 16-125 City of Riverside_SNAP-Ed)

b. Prohibition

Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract or agreement, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement.

32. **Additional Restrictions**

(Applicable to all contracts funded in whole or in part with funding from the federal Departments of Labor, Health and Human Services (including CDC funding), or Education.)

Contractor shall comply with the restrictions under Division F, Title V, Section 503 of the Consolidated Appropriations Act, 2012 (H.R. 2055), which provides that:

"SEC. 503.(a) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government, except in presentation to the executive branch of any State or local government itself.

(b) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

(c) The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control."

Attachment: 16-125 City of Riverside_SNAP-Ed_Attachment 1 (exhibit D(F)) (2703 : 16-125 City of Riverside_SNAP-Ed)

STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF PUBLIC HEALTH

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants and cooperative agreements) of $100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Name of Contractor	Printed Name of Person Signing for Contractor
Contract / Grant Number	Signature of Person Signing for Contractor
Date	Title

After execution by or on behalf of Contractor, please return to:

California Department of Public Health

CDPH reserves the right to notifiy the contractor in writing of an alternate submission address.

Attachment: 16-125 City of Riverside_SNAP-Ed_Attachment 1 (exhibit D(F)) (2703 : 16-125 City of Riverside_SNAP-Ed)

CERTIFICATION REGARDING LOBBYING

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

Approved by OMB
0348-0046

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
[ ] a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	[ ] a. bid/offer/application b. initial award c. post-award	[ ] a. initial filing b. material change For Material Change Only: Year _____ quarter _____ date of last report _____.

4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:
☐ Prime ☐ Subawardee Tier ___, if known: Congressional District, If known:	Congressional District, If known:
6. Federal Department/Agency	7. Federal Program Name/Description: CDFA Number, if applicable: _____
8. Federal Action Number, if known:	9. Award Amount, if known: $
10.a. Name and Address of Lobbying Registrant *(If individual, last name, first name, MI)*:	b. Individuals Performing Services *(including address if different from 10a.* *(Last name, First name, MI):*
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. required disclosure shall be subject to a not more than $100,000 for each such failure.	Signature: _____ Print Name: _____ Title: Telephone No.: Date:

Federal Use Only

Authorized for Local Reproduction
Standard Form-LLL (Rev. 7-97)

Attachment: 16-125 City of Riverside_SNAP-Ed_Attachment 1 (exhibit D(F)) (2703 : 16-125 City of Riverside_SNAP-Ed)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Attachment: 16-125 City of Riverside_SNAP-Ed_Attachment 1 (exhibit D(F)) (2703 : 16-125 City of Riverside_SNAP-Ed)

ATTACHMENT 2

Information Confidentiality and Security Requirements

1. **Definitions**. For purposes of this Exhibit, the following definitions shall apply:

   A. **Public Information:** Information that is not exempt from disclosure under the provisions of the California Public Records Act (Government Code sections 6250-6265) or other applicable state or federal laws.

   B. **Confidential Information:** Information that is exempt from disclosure under the provisions of the California Public Records Act (Government Code sections 6250-6265) or other applicable state or federal laws.

   C. **Sensitive Information:** Information that requires special precautions to protect from unauthorized use, access, disclosure, modification, loss, or deletion. Sensitive Information may be either Public Information or Confidential Information. It is information that requires a higher than normal assurance of accuracy and completeness. Thus, the key factor for Sensitive Information is that of integrity. Typically, Sensitive Information includes records of agency financial transactions and regulatory actions.

   D. **Personal Information:** Information that identifies or describes an individual, including, but not limited to, their name, social security number, physical description, home address, home telephone number, education, financial matters, and medical or employment history. **It is CDPH's policy to consider all information about individuals private unless such information is determined to be a public record.**

2. **Nondisclosure**. The Contractor and its employees, agents, or subcontractors shall protect from unauthorized disclosure any Personal Information, Sensitive Information, or Confidential Information (hereinafter identified as PSCI), except for statistical information not identifying any such person.

3. The Contractor and its employees, agents, or subcontractors shall not use any PSCI for any purpose other than carrying out the Contractor's obligations under this Agreement.

4. The Contractor and its employees, agents, or subcontractors shall promptly transmit to the CDPH Program Contract Manager all requests for disclosure of any PSCI not emanating from the person who is the subject of PSCI.

5. The Contractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the person who is the subject of PSCI, any PSCI to anyone other than CDPH without prior written authorization from the CDPH Program Contract Manager, except if disclosure is required by State or Federal law.

6. The Contractor shall observe the following requirements:

   A. **Safeguards**. The Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PSCI, including electronic PSCI that it creates, receives, maintains, uses, or transmits on behalf of CDPH. Contractor shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities, including at a minimum, the safeguards set forth in Exhibit I, the SR1 CDPH-ISO Project Requirements.

Attachment: 16-125 City of Riverside_SNAP-Ed_Attachment 2 (security confidential requi) (2703 : 16-125 City of Riverside_SNAP-Ed)

ATTACHMENT 2

Information Confidentiality and Security Requirements

B. ***Security Officer***. The Contractor shall designate a Security Officer to oversee its data security program who will be responsible for carrying out its privacy and security programs and for communicating on security matters with CDPH.

C. ***Training***. The Contractor shall provide training on its data privacy and security policies at its own expense, to all its employees who assist in the performance of functions or activities on behalf of CDPH under this Agreement and use or disclose PSCI.

1) The Contractor shall require each employee who receives data privacy and security training to sign a certification, indicating the employee's name and the date on which the training was completed.

2) The Contractor shall retain each employee's written certifications for CDPH inspection for a period of three years following contract termination.

D. ***Discovery and Notification of Breach***. The Contractor shall notify CDPH **immediately by telephone call plus email or fax** upon the discovery of breach of security of PSCI in computerized form if the PSCI was, or is reasonably believed to have been, acquired by an unauthorized person, **or within twenty-four (24) hours by email or fax** of the discovery of any suspected security incident, intrusion or unauthorized use or disclosure of PSCI in violation of this Agreement, this provision, the law, or potential loss of confidential data affecting this Agreement. Notification shall be provided to CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer. If the incident occurs after business hours or on a weekend or holiday and involves electronic PSCI, notification shall be provided by calling the CDPH I.T. Service Desk. Contractor shall take:

1) Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment and

2) Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

E. ***Investigation of Breach***. The Contractor shall immediately investigate such security incident, breach, or unauthorized use or disclosure of PSCI and within seventy-two (72) hours of the discovery, shall notify the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer of:

1) What data elements were involved and the extent of the data involved in the breach,

2) A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed PSCI,

3) A description of where the PSCI is believed to have been improperly transmitted, sent, or utilized,

4) A description of the probable causes of the improper use or disclosure; and

5) Whether Civil Code sections 1798.29 or 1798.82 or any other federal or state laws requiring individual notifications of breaches are triggered.

F. ***Written Report***. The Contractor shall provide a written report of the investigation to the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall include, but not be limited to, the information specified above, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure.

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ATTACHMENT 2

Information Confidentiality and Security Requirements

G. ***Notification of Individuals***. The Contractor shall notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and shall pay any costs of such notifications, as well as any costs associated with the breach. The CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer shall approve the time, manner and content of any such notifications.

H. ***Affect on lower tier transactions.*** The terms of this Exhibit shall apply to all contracts, subcontracts, and subawards, regardless of whether they are for the acquisition of services, goods, or commodities. The Contractor shall incorporate the contents of this Exhibit into each subcontract or subaward to its agents, subcontractors, or independent consultants.

7. **Contact Information**. To direct communications to the above referenced CDPH staff, the Contractor shall initiate contact as indicated herein. CDPH reserves the right to make changes to the contact information below by giving written notice to the Contractor. Said changes shall not require an amendment to this Exhibit or the Agreement to which it is incorporated.

CDPH Program Contract Manager	**CDPH Privacy Officer**	**CDPH Chief Information Security Officer**
See the Scope of Work exhibit for Program Contract Manager	Privacy Officer Privacy Office, c/o Office of Legal Services California Department of Public Health P.O. Box 997377, MS 0506 Sacramento, CA 95899-7377 Email: privacy@cdph.ca.gov Telephone: (877) 421-9634	Chief Information Security Officer Information Security Office California Department of Public Health P.O. Box 997413, MS 6302 Sacramento, CA 95899-7413 Email: cdphiso@cdph.ca.gov Telephone: IT Service Desk (916) 440-7000 or (800) 579-0874

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INFORMATION SECURITY OFFICE

Information Systems Security Requirements for Projects (ISO/SR1)

Version 4.0

February 2010

Attachment: 16-125 City of Riverside_SNAP-Ed_Attachment 3 (ISS req for proj) (2703 : 16-125 City of Riverside_SNAP-Ed)

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Type: **ISO Requirements**	
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Revised:	
Title: **Information Systems Security Requirements for Projects**	

IMPORTANT NOTE: If an exemption from any SR1 requirement is required, the SR1 Exemption Form in Appendix A must be completed by the Project Manager or Contract Manager.

I. Purpose

This document provides the minimum security requirements mandated by the California Department of Public Health (CDPH) Information Security Office (ISO) for projects governed and/or subject to the policies and standards of CDPH. Projects that intend to deploy systems/applications into the CDPH system infrastructure, or will utilize CDPH information system services, are also subject to these minimum security requirements.

This document is intended to assist CDPH and its service customers in understanding the criteria CDPH will use when evaluating and certifying the system design, security features and protocols used by project solutions utilizing CDPH services. These security requirements will also be used in conjunction with the CDPH ISO compliance review program of its information system services customers.

This document will serve as a universal set of requirements which must be met regardless of physical hosting location or entities providing operations and maintenance responsibility. These requirements do not serve any specific project, nor do they prescribe any specific implementation technology.

II. Scope of Requirements

The information security requirements in this document are organized in five categories (sections) and address at a minimum:

- Administrative/Management Safeguards
- Technical and Operational Safeguards
- Solution Architecture
- Documentation of Solution
- ISO Notifications and Approvals

III. Contact

Chief Information Security Officer
California Department of Public Health
Information Security Office (ISO)
cdphiso@cdph.ca.gov

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IV. Information Systems Security Requirements

A. Administrative / Management Safeguards

1. Workforce Confidentiality Statement

All persons working with CDPH information must sign a Security and Confidentiality Acknowledgement Statement. The Statement must include, at a minimum: General Use, Security and Privacy safeguards, Unacceptable Use, Audit and Enforcement policies. (Contact the CDPH ISO for the current version of the Security & Confidentiality Acknowledgement Statement in use.)

The Statement must be signed by the Project member prior to being granted access to the CDPH information. The Statement must be renewed annually.

2. Access Authorization & Maintenance

Project/Program must document and implement clearly defined rules and processes for vetting and granting authorizations, as well as procedures for the supervision of workforce members who work with CDPH information or in locations where it might be accessed.

On at least a semi-annual basis, Project/Program will review and remove all authorizations for individuals who have left the department, transferred to another unit, or assumed new job duties within CDPH.

3. Information System Activity Review

Project/Program must implement and document procedures to regularly review records of information system activity (such as audit logs, access reports, and security incident tracking reports).

Project/Program must ensure any hosting or maintenance agreements clearly identify responsibility for this activity. Logs may be stored within the system or preferably on a centralized logging server or service, and must be maintained for a minimum of three years.

4. Periodic System Security & Log Review

All systems must allow for periodic system security reviews that provide assurance that management, operations, personnel, and technical controls are functioning effectively and providing adequate levels of protection.

These reviews may include technical tools and security procedures (such as vulnerability assessment products and penetration testing).

All systems processing and/or storing CDPH information must have a method or procedure in place to create and review system logs for unauthorized access. Logs may be stored within the system or on a centralized logging server or service, and must be maintained for a minimum of three years.

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5. Disaster Recovery Plan

Project/Program will establish procedures that allow facility access in support of restoration of lost information under the Disaster Recovery Plan (DRP) and emergency mode operations plan in the event of an emergency.

The restoration/recovery support procedures must be added to the existing DRP to restore any loss of information and assure continuity of computing operations for support of both the application and information.

Recovery procedures must be developed using the most current DRP template provided by the CDPH ISO.

All systems, as part of a new or existing project, must allow for periodic system recovery testing. The period between tests should be defined as part of the project and be consistent with relevant CDPH disaster recovery standards. Such testing should provide assurances that plans and controls (management, operations, personnel, and technical) are functioning effectively and providing adequate levels of protection during an incident, disaster, or breach.

Project/Program will conduct an annual Business Impact Analysis of the application to determine the Maximum Acceptable Outage (MAO), cost of lost functionality, system component dependencies, business function dependencies, and business partner dependencies.

6. Change Control

All systems processing and/or storing CDPH information must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity, and availability of information.

Systems running within the CDPH environment and/or utilizing CDPH services must comply with CDPH standards for change control process and procedures.

7. Supervision of Information

Classified information in paper form must not be left unattended at any time, unless it is locked in a file cabinet, file room, desk, or office. Unattended means that information is not being observed by an employee authorized to access the information. Classified information in paper form must also not be left unattended at any time in vehicles or planes, and must not be transported in checked-in baggage on commercial airplanes.

8. Escorting Visitors

Visitors to areas where classified information is contained must be escorted and classified information must be kept out of sight while visitors are in the area.

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B. Technical and Operational Safeguards

1. System Security Compliance

All Project systems must comply with applicable CDPH security policies and requirements, as specified in the State Administrative Manual (SAM), Public Health Administrative Manual (PHAM), Privacy Act, and any other applicable State or Federal regulation. All security safeguards and precautions must be subject to the approval of the CDPH ISO.

2. Malware Protection

All systems must install and actively use anti-virus software, with a minimum daily automatic update scheduled. Systems such as mainframes, where anti-virus is unavailable, are excluded from this requirement. All security safeguards and precautions must be subject to the approval of the CDPH ISO.

3. Patch Management

All systems must install and actively use a comprehensive third-party patch management program, and routinely update system and application software within two weeks of vendor release unless the CDPH ISO validates a patch is not applicable. Critical updates may require a more restrictive timeline. All security safeguards and precautions must be subject to the approval of the CDPH ISO.

4. Encrypted Electronic Transmissions

All information electronic transmissions that contain classified information (such as website access, file transfers or through e-mail) must be encrypted end-to-end using an industry-recognized encryption standard (such as Transport Layer Security (TLS) or its predecessor, Secure Socket Layer (SSL), Secure File Transfer Protocol (SFTP), or any FIPS 140-2 certified encryption algorithm). Classified information must be encrypted at the minimum of Advanced Encryption Standard (AES) with a 128 bit key or higher. Equivalent or stronger algorithms may be used upon approval of the CDPH ISO.

5. Encrypted Information Storage

All classified information must be encrypted when electronically stored using a CDPH approved encryption standard. Classified information must be encrypted at the minimum of AES with a 128 bit key or higher, or any FIPS 140-2 certified encryption algorithm. Equivalent or stronger algorithms may be used upon approval of the CDPH ISO.

6. Workstation / Laptop Encryption

All workstations and laptops that process and/or store classified CDPH information must be encrypted with a CDPH ISO approved solution. Classified CDPH information must be encrypted at the minimum of AES with a 128 bit key or higher, or any FIPS 140-2 certified encryption algorithm. Equivalent or stronger algorithms may be used upon approval of the CDPH ISO.

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7. Removable Media Encryption

All electronic files that contain classified CDPH information must be encrypted at the minimum of AES with a 128 bit key or higher, or any FIPS 140-2 certified encryption algorithm when stored on any removable media type device (such as USB thumb drives, floppies, CD/DVD, tape backup, etc.). Equivalent or stronger algorithms may be used upon approval of the CDPH ISO. The solution should follow best practices described in National Institute of Standards & Technology (NIST) 800-111, Guide to Storage Encryption Technologies for End User Devices.

8. Secure Connectivity

All transmission and data-links between the information and application/system, and DBMS and the Office of Technology Services (OTech) Wide Area Network (WAN), must be secure between transmission systems as required by regulation, policy and/or standard and as prescribed for the given application/system.

9. Intrusion Detection and Prevention

All systems that are accessible via the Internet, are critical, and/or contain classified information must install and actively use a CDPH ISO approved comprehensive third-party real-time intrusion detection and prevention solution. The solution must also report security events directly to a CDPH enterprise monitoring solution. All security safeguards and precautions must be subject to the approval of the CDPH ISO.

10. Minimum Information Download

In accordance with the principle of need-to-know, only the minimum amount of information required to perform necessary business functions should be copied or downloaded.

11. Information Sanitization

All classified CDPH information (electronic or paper) must be sanitized from systems when the information is no longer necessary. The sanitization method must conform to NIST Special Publication 800-88 Guidelines for Media Sanitization. Once information has been sanitized, the CDPH contract manager must be notified. If an agency or other entity is unable to sanitize the media in accordance with NIST 800-88 and provide notification, the media must be returned to CDPH after usage for sanitization in an approved manner.

12. Removal of Information

Classified CDPH information (electronic or paper) must not be removed from CDPH premises, or from the premises of an authorized vendor or contractor, without the written permission of the CDPH ISO.

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13. Faxing or Mailing of Information

Facsimile transmissions containing classified CDPH information must not be left unattended if fax machines are not in a secure area. Facsimile transmissions must include a cover sheet that contains a security statement notifying persons receiving faxes in error to destroy them and notify the CDPH ISO immediately. Fax numbers must be verified before sending.

Classified CDPH information must only be mailed using secure methods. Large volume mailings of classified CDPH information must be by a secure, bonded courier with signature required upon receipt. Disks and other transportable media sent through the mail must be encrypted with a CDPH ISO approved solution.

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C. Solution Architecture

1. System Security Compliance

The system must comply with all applicable CDPH security policies and requirements, as well as those specified in the State Administrative Manual (SAM), Public Health Administrative Manual (PHAM) Privacy Act, and any other applicable State or Federal regulation. All security safeguards and precautions must be subject to the approval of the CDPH ISO.

The system may share data with other entities only after all applicable agreements are in place. For example, using a CDPH data release form, Business Associate Agreement, or Data Use Agreement. These agreements must ensure data is protected according to all applicable standards and policies.

Any data which is exported outside the scope of the system and its security provisions (such as exports for statistical analysis) require approval by the CDPH ISO to ensure sufficient security is in place to protect the exported data.

2. Warning Banner

All systems containing CDPH information must display a login warning banner stating that information is classified, activity is logged, and system use is for business purposes only. User must be directed to log off the system if they do not agree and comply with these requirements.

The following warning banner must be used for all access points (such as desktops, laptops, web applications, mainframe applications, servers and network devices):

> ***WARNING: This is a State of California computer system that is for official use by authorized users and is subject to being monitored and/or restricted at any time. Unauthorized or improper use of this system may result in administrative disciplinary action and/or civil and criminal penalties. By continuing to use this system you indicate your awareness of and consent to these terms and conditions of use.***
>
> ***LOG OFF IMMEDIATELY, if you do not agree to the conditions stated in this warning.***

3. Layered Application Design

Applications must be able to be segmented into a layered application design separating, at a minimum, the Presentation, Application/Business Logic, and Data Access Logic, and Data Persistence/Database layers.

The Presentation, Application/Business Logic, and Data Access Logic layers must be separated physically by a firewall regardless of physical implementation.

Any system request made to the Business logic layer must be authenticated.

The Data Access Logic Layer may take the form of stored procedures, database Application Programming Interface (API), Data Access Objects/Components, Data Access Middleware, Shared Data Services, or Secure Web Service. Any system request made to the Data Access

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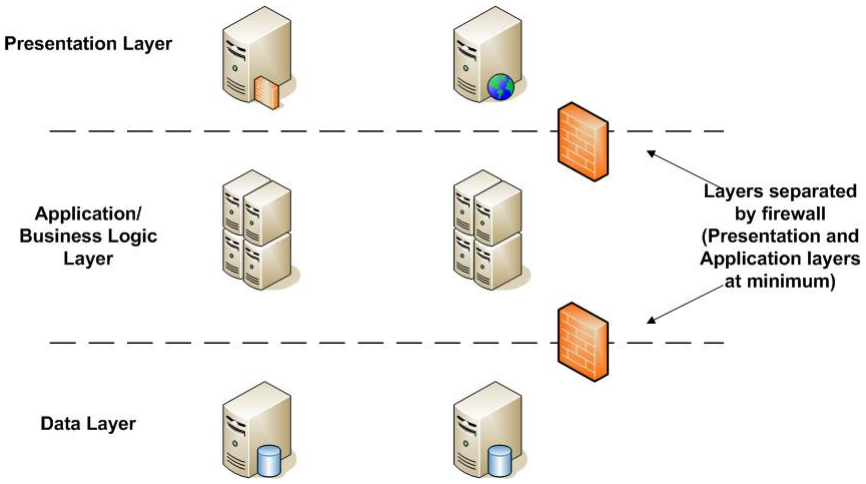
logic layer must be authenticated and authorized. No direct access to the Data Persistence/Database layer will be permitted, except through the Data Access logic layer.

All calls to the Data Persistence/Database layer will be made through the Data Access logic layer as a trusted sub-system that utilizes a single database access account to all transactions.

The Data Access Logic Layer must take the form of stored procedures, database API, Data Access Objects/Components, Data Access Middleware, Shared Data Services, or Secure Web Service. System requests made to the Business logic and Data Access logic layers must be authenticated and authorized.

Vendor-provided commercial off-the-shelf (COTS) packages, or components where physical separation of layers is not possible, requires CDPH ISO approval.



4. Input Validation

All user input must be validated before being committed to the database or other application information repository. The system must manage client input controls from server side to the extent possible. Data queries from the Presentation or the Business Logic layers must be validated for appropriate use of query language, and validated for appropriate quantity and quality of data input. This includes In-line Structured Query Language (SQL) calls. The system must validate client input on the server side to the extent possible. All third-party client side input controls must be documented and approved by the CDPH ISO.

5. Data Queries

All Data queries (including In-line SQL calls) will not be allowed from the Presentation or the Business Logic layers unless validated for appropriate use of query language and validated for appropriate quantity/quality of data input. All data queries solution must be approved by the CDPH ISO.

Database table names and column names must not be exposed. Applications must use an alias for every table and column.

Dynamic SQL will not be permitted from the Presentation Layer without prior approval from the CDPH ISO.

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6. Username/Password Based Authentication

When usernames and passwords are going to be used as the method for system authentication, the following requirements must be met:

- Username requirements:
  - Must be unique and traceable to an individual.
  - Must not be shared.
  - Must not be hard-coded into system logic.
- Password requirements:
  - Must not be shared.
  - Must be 8 characters or more in length.
  - Must not be a word found in the dictionary, regardless of language.
  - Must be encrypted using irreversible industry-accepted strong encryption.
  - Must be changed at least every 60 days.
  - Must not be the same as any of the previous 10 passwords.
  - Must be changed immediately if revealed or compromised.
  - Must be composed of characters from at least three of the following four groups from the standard keyboard:
    - Upper case letters (A-Z);
    - Lower case letters (a-z);
    - Numbers (0 through 9); and
    - Non-alphanumeric characters (punctuation symbols).
- Account security:
  - Accounts must be locked after three (3) failed logon attempts.
  - Account lock-out reset timers must be set for a minimum of 15 minutes.
  - Accounts must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password.

7. Administrative / Privileged Accounts Management

A privileged account is an account that allows an individual to perform maintenance on an operating system or applications (e.g. create/remove users, install applications, create/modify databases, etc.). Privileged accounts require the approval of the individual's manager, the CDPH ISO, and must include a business justification stating why privileged access is required and what it will be used for. Individuals granted privileged accounts must have already signed the Security and Confidentiality Acknowledgement Statement. (Contact the CDPH ISO for the current version of the Security & Confidentiality Acknowledgement Statement in use.)

The use of shared privileged accounts (e.g. Administrator) is strictly prohibited.

System administration must be performed using a different username rather than the one used for daily non-administrative activities. Administrative accounts must be used only for administrative activity within the authorized role of that account and the individual using it. It must be logged out of immediately after administrative work is complete.

- Username requirements:
  - Must be unique and traceable to an individual.
  - Must not be shared.
  - Must not be hard-coded into system logic.
  - Must be the same across different zones (e.g. Web Zone, Internal network, and Test Labs / Environments).
  - The default built-in Administrator account must be renamed and disabled.

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- The naming convention for privileged accounts must not make it obvious that usernames belong to privileged accounts.
- If a generic privileged account is created:
  - Must only be used in an Emergency.
  - Must not be used for routine maintenance.
  - The password storage and management process for generic privileged accounts must be approved by the CDPH ISO.

- Password requirements:
  - Must not to be shared.
  - Must be 12 characters or more in length.
  - Must not be a word found in the dictionary, regardless of language.
  - Must be encrypted using irreversible industry-accepted strong encryption.
  - Must be changed at least every 60 days.
  - Must not be the same as any of the previous 10 passwords.
  - Must be changed immediately if revealed, or compromised.
  - Must be comprised of characters from at least three of the following four groups from the standard keyboard:
    - Upper case letters (A-Z);
    - Lower case letters (a-z);
    - Numbers (0 through 9);
    - Non-alphanumeric characters (punctuation symbols).
  - Must be changed immediately upon the termination or transfer of an employee with knowledge of the password.
  - Must not be the same across different zones (e.g. Web Zone, Internal network, and Test Labs / Environments).
- Account security:
  - Accounts must be locked after three (3) failed logon attempts.
  - Account lock-out timers must be set for at least 60 minutes.

8. Service Accounts Management

A service account is an account used to run a service and whose password is known by multiple individuals, When and where it is necessary to use a service account, the account request will be approved by the manager of the Project/Program requesting the account and by the CDPH ISO. Requirements, stating the need for a service account, will be documented in the request. A service account password is shared among the individuals authorized to access the account, and is subject to controls as stated in the password requirements in this document.

Restrictions for Service Accounts

- Sharing passwords via email is prohibited, unless the body of the email itself is encrypted using strong encryption.
- When users are no longer authorized to access an existing service account, the service account password must be changed.

9. Authentication and Authorization

Any system deployed during a project, or as a result of a project, must provide secure role-based access for authorization (separation between system/server administrators and application/database administrators) utilizing the principle of least privilege at all layers/tiers.

In all cases, applications must default to explicitly deny access where authentication and/or authorization mechanisms are required. No application that requires a login can offer to, or be capable of, remembering a user's credentials.

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10. Authentication Logging

The system must log success and failures of user authentication at all layers as well as log all user transactions at the database layer as required by regulation, policy or standard, and as prescribed for the given application/system. This logging must be included for all user privilege levels including, but not limited to, systems administrators. This requirement applies to systems that process, store, and/or interface with CDPH information.

11. Automatic System Session Expiration

The system must provide an automatic timeout, requiring re-authentication of the user session after 20 minutes of inactivity.

12. Automatic System Lock-out and Reporting

The system must provide an automatic lock-out of users and a means to audit a minimum of three (3) failed log-in attempts. The means of providing audit information must be approved by the CDPH ISO.

13. Audit (Access)

All systems/applications will implement role-based access to auditing functions and audit trail information utilizing the principle of least privilege.

All systems/applications will implement a secure online interface to Audit Capabilities and Reporting by way of API or network service (or Web Service) to allow CDPH ISO to view logs, auditing procedures, and audit reporting.

14. Audit (Minimum Information)

The minimum log information below is required for any system that contains, or is involved in the transmission of, classified information. The log information should be available on every system running a production environment. This information must be provided upon request of the CDPH ISO for investigations and risk assessments.

The system must record, at minimum, the following events and any other events deemed appropriate by the CDPH ISO:

Transaction Types

- Any and all administrative changes to the system (such as administrative password changes, forgotten password resets, system variables, network configuration changes, disk sub-system modifications, etc).
- Logon failures.
- Logons during non-business hours.
- Failed access to an application or data.
- Addition, deletion, or modification of users or program access privileges.
- Changes in file access restrictions.
- Database addition, deletion, or modification.
- Copy of files before and after read/write changes.
- Transaction issued.

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Individual audit trail records must contain the information needed to associate each query transaction to its initiator and relevant business purpose. Individual audit trail records should capture, at a minimum, the following:

Minimum Audit Trail Record Content

- Date and time stamp.
- Unique username of transaction initiator.
- Transaction recorded.
- Success or failure of transaction recorded.
- Relevant business process or application component involved.
- Data captured (if any).

Audit Trail logs must be maintained at minimum for three (3) years after the occurrence, or a set period of time determined by the CDPH ISO that would not hinder a detailed forensic investigation of the occurrence. The CDPH ISO has final approval authority.

15. Application Security Controls

For any application which accesses classified information, the following technical controls must be present, unless an exception is granted by the CDPH ISO:

- Must use *least privileged accounts* to execute code and to access databases.
- User access rights must be authenticated and authorized on entry to each application tier.
- All user input must be validated, including parameters passed to all public web service methods.
- Information that is not required must not be exposed.
- If a web application fails, it must not leave sensitive data unprotected or expose any details in error messages presented to the user. Any exceptions must be logged or emailed to the appropriate team member.
- Any sensitive data stored in session, cookies, disk files, etc., must be encrypted. Any sensitive data passed between tiers must be encrypted or must use SSL.
- Applications must be protected from the Internet by a front-end web application, firewall, gateway, and proxy of a type approved by the CDPH ISO, which must be included in the documented system design.
- Postback Universal Resource Locators (URLs) must not contain unencrypted record identifiers or database keys.
- Postback URLs must not include query strings.

16. Application Code Security

Application developers should use tools and methods during development to ensure all custom source code is free from security vulnerabilities. At a minimum, the application must be free of the vulnerabilities described in the CWE/SANS Top 25 Most Dangerous Programmer Errors (http://www.sans.org/top25errors/).

CDPH has the right to conduct a vulnerability scan against the application prior to its activation, and may disapprove use of the application until the vulnerabilities are remediated and the application re-tested. Any verified vulnerabilities from this list must be corrected by the organization which developed the application, at no additional cost to CDPH. Unless an exception is granted by the CDPH ISO, vulnerabilities identified within third-party components must be remediated by the third-party vendor at no additional cost to CDPH. Otherwise, a different third-party component must be selected and implemented.

Attachment: 16-125 City of Riverside_SNAP-Ed_Attachment 3 (ISS req for proj) (2703 : 16-125 City of Riverside_SNAP-Ed)

17. Strong Authentication

Any information system providing access to Personally Identifiable Information (PII) and/or classified information from the Internet must assess the need for additional strong authentication, to prevent a significant data breach if a password is compromised. Strong authentication is defined as additional mandatory authentication over and beyond the password, for each account which has direct access to PII and/or classified information, or which has administrative privileges. The following factors should be included in the assessment:

- Applicable policies and regulations.
- Sensitivity of the PII or classified information.
- Number of data records.
- Number of user accounts with access to data.
- Level of control over end users.
- Level and frequency of log monitoring.
- Automated alerts and controls for unusual data access patterns.
- End user training on security practices.
- Other mitigating security controls.

The Project/Program providing access to PII and/or classified information from the Internet must either implement an approved strong authentication method, or document why strong authentication will not be utilized. This documentation must be provided to the CDPH ISO for review and approval.

The following methods are approved for strong authentication:

- **Physical Token:** A physical device in the possession of the account holder, which must be physically connected to the computer. Examples include a USB token or Smartcard.
- **One Time Password (OTP):** A temporary one time pass code is provided to the account holder, either by a physical device in their possession, or by way of a pre-defined communication channel such as cell phone or e-mail address. Examples include OTP token, or OTP sent via SMS text message, e-mail, or by automated voice call.
- **X.509 Certificate:** A digital certificate which has been installed on the access point computer or device, utilizing a Public Key Infrastructure (PKI).
- **Firewall Rules:** Firewall TCP/IP rules which ensure the account is only usable from an authorized access point, based upon specific IP address or IP subnet.

The following strong authentication method is approved for personal data access, where accounts have access to only the account holder's personal data, or a single data record they are custodian over such as a family member or information about their company. For example, an application where a client can submit or edit an enrollment form for themselves or someone else, but cannot access any other data records.

- **Personal Challenge Questions:** During registration, the account holder pre-answers one or more questions known only to them. When logging into a different computer, typically tracked with a cookie, they cannot login without correctly answering the pre-configured questions. The user should be prompted for whether the new computer is trusted vs. a one-time login, and this information used to determine whether to save a new cookie.

The proposed strong authentication mechanism must be included in the detailed design documentation as described in Section E.5, Application Security Approvals.

Attachment: 16-125 City of Riverside_SNAP-Ed_Attachment 3 (ISS req for proj) (2703 : 16-125 City of Riverside_SNAP-Ed)

D. Documentation of Solution

1. System Configuration

Project/Program must document and maintain documentation for the system/application. This should include the following:

- Detailed design.
- Description of hardware, software, and network components.
- Special system configurations.
- External interfaces.
- All layers of security controls.

2. Information Classification

Project/Program will document and maintain an information classification matrix of all information elements accessed and/or processed by solution.

The matrix should identify at a minimum:

- Information element.
- Information classification/sensitivity.
- Relevant function/process, or where is it used.
- System and database, or where is it stored.

3. System Roles and Relationships

Project must document the following roles and ensure everyone understands their role, and complies with all applicable policies and regulations.

- The designated owner of the system.
- The designated custodian(s) of the system.
- The users of the system.
- The security administrator for the system.
- Outside entities sending or receiving data to system.

Project must document the organizational structure and relationships between these roles.

4. Audit Method Documentation

Project/Program will document the solution's auditing features and provide samples of audit reporting.

5. Retention of Documentation

The system/application administrators will retain documentation, including audit and activity logs, for a minimum of three (3) years (up to seven (7) years maximum) from the date of its creation or the date it was last in effect, whichever is later. Shorter retention periods must be allowed contingent upon applicable regulations, policies, and standards, and upon approval by the CDPH ISO. In certain circumstances the retention period must be lengthened to comply with regulatory requirements.

Attachment: 16-125 City of Riverside_SNAP-Ed_Attachment 3 (ISS req for proj) (2703 : 16-125 City of Riverside_SNAP-Ed)

E. ISO Notifications and Approvals

1. Security Compliance Notification

As part of each project, assigned staff will document how the proposed solution meets or addresses the requirements specified in this document. This documentation must be submitted to the CDPH ISO prior to taking custody of CDPH information.

2. Notification of Changes to Solution

Once a project is approved as final by the CDPH ISO, no changes will be made to the project scope, documentation, systems or components without a change approval by the CDPH ISO.

3. Notification of Breach

The system/application administrators must immediately, and in writing, report to the CDPH ISO any and all breaches or compromises of system and/or information security. They must also take such remedial steps as may be necessary to restore security and repair damage, if any.

In the event of a breach or compromise of system and/or information security, the CDPH ISO may require a system/application security audit. The CDPH ISO must review the recommendations from the security audit, and make final decisions on the steps necessary to restore security and repair damage.

The system/application administrators must properly implement any and all recommendations of the security audit, as approved by the CDPH ISO.

4. Project Security Approvals

Projects must ensure checkpoints throughout the System Development Life Cycle (SDLC) which verify security requirements are being met. This must be incorporated in the project plan along with identification of necessary resources, timelines, and costs to address these requirements. The CDPH ISO should be involved throughout the SDLC to ensure this occurs.

For reportable Feasibility Study Reports (FSRs), the California Office of Information Security (OIS) requires submission of the *Questionnaire for Information Security and Privacy Components in Feasibility Study Reports and Project-Related Documents*.
See
http://www.cio.ca.gov/OIS/Government/documents/docs/Info_Sec_and_Priv_Components_FSR-Questionnaire.doc.

The response to this document must be approved by the CDPH ISO prior to submission.

Projects must ensure all applicable security requirements and deliverables are included in the project plan, and that ISO approvals are obtained, where required. This includes those listed in the following section, and any covered by other sections of this document. The CDPH ISO must be given reasonable time to review and comment on these deliverables.

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5. Application Security Approvals

At a minimum, for any application which accesses classified information, the following documented CDPH ISO approvals must be obtained at the appropriate project phases, and before the application is moved to production.

- CDPH ISO approval of a dated, detailed design document. This design must include network layout including specific firewall port requirements, server hosting locations, operating systems, databases, data exchange interfaces, and points of authentication/authorization. The project must not move beyond the design phase until there is a CDPH ISO approved design.
- CDPH ISO approval of any non-standard development tools (such as programming languages or toolkits).
- CDPH ISO approval of a plan for an independent security code review which addresses at minimum the current Open Web Application Security Project (OWASP) top ten application vulnerabilities, and CWE/SANS Top 25 Most Dangerous Programmer Errors, where applicable. CDPH ISO must approve any findings of that code review not being corrected. CDPH ISO recommends the security code review be carried out during the development process rather than only at the end.
- CDPH ISO approval of a plan for security code reviews of future maintenance code changes, which addresses at minimum the current OWASP top ten application vulnerabilities, CWE/SANS Top 25 Most Dangerous Programmer Errors, where applicable.
- CDPH ISO approval of a plan for an independent automated security vulnerability assessment of the application, and approval of the findings of that assessment. The assessment must assess at minimum the OWASP top ten risks and CWE/SANS Top 25 Most Dangerous Programmer Errors, where applicable.

Independent as indicated above is defined as organizationally separate from those developing or configuration the application. The independence and skill level of the entities being utilized must be approved by the CDPH ISO.

Application code and infrastructure is subject to a CDPH ISO audit, and must match the approved detailed design.

Attachment: 16-125 City of Riverside_SNAP-Ed_Attachment 3 (ISS req for proj) (2703 : 16-125 City of Riverside_SNAP-Ed)

F. Appendix A – SR1 Exemption Form

REF	Security Requirement	Exemption (Yes, No, or N/A)	Business Justification
A	**Administrative / Management Safeguards**		
1	Workforce Confidentiality Statement		
2	Access Authorization & Maintenance		
3	Information System Activity Review		
4	Periodic System Security & Log Review		
5	Disaster Recovery Plan		
6	Change Control		
7	Supervision of Information		
8	Escorting Visitors		
B	**Technical and Operational Safeguards**		
1	System Security Compliance		
2	Malware Protection		
3	Patch Management		
4	Encrypted Electronic Transmissions		
5	Encrypted Data Storage		
6	Workstation / Laptop Encryption		
7	Removable Media Encryption		
8	Secure Connectivity		
9	Intrusion Detection and Prevention		
10	Minimum Information Download		
11	Information Sanitization		
12	Removal of Information		
13	Faxing or Mailing of Information		
C	**Solution Architecture**		
1	System Security Compliance		
2	Warning Banner		
3	Layered Application Design		
4	Input Validation		
5	Data Queries		
6	Username/Password Based Authentication		
7	Administrative / Privileged Accounts Management		
8	Service Accounts Management		
9	Authentication and Authorization		
10	Authentication Logging		
11	Automatic System Session Expiration		
12	Automatic System Lock-out and Reporting		

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REF	Security Requirement	Exemption (Yes, No, or N/A)	Business Justification
13	Audit (Access)		
14	Audit (Minimum Information)		
15	Application Security Controls		
16	Application Code Security		
17	Strong Authentication		
D	**Documentation of Solution**		
1	System Configuration		
2	Information Classification		
3	System Roles and Relationships		
4	Audit Method Documentation		
5	Retention of Documentation		
E	**ISO Notifications**		
1	Security Compliance Notification		
2	Notification of Changes to Solution		
3	Notification of Breach		
4	Project Security Approvals		
5	Application Security Approvals		

Attachment: 16-125 City of Riverside_SNAP-Ed_Attachment 3 (ISS req for proj) (2703 : 16-125 City of Riverside_SNAP-Ed)

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

Item **3.22**

SUBMITTAL DATE: October 17, 2016

FROM : SHERIFF-CORONER-PA:

SUBJECT: Adoption of Resolution No. 2016-195, designating the Sheriff's Department Authorized Agents under the FY16 Federal Homeland Security Operation Stonegarden Grant Program (OPSG), as Administered by the California Governor's Office of Emergency Services (Cal-OES) and Authorization to Sign Assurances in Acceptance of the Grant and to Pay Grant Partners, District 4. Total Project Cost $400,000 [$400,000 – Federal Grant Revenue 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Adopt Resolution No. 2016-195, designating the Sheriff as the Authorized Agent and Undersheriff, Assistant Sheriff or Lieutenant assigned to the Sheriff's Emergency Response Team as alternates in processing and coordinating grants under the FY16 Federal Homeland Security Operation Stonegarden Grant Program, as administered by the California Governor's Office of Emergency Services (OES) in the amount of $400,000 and;
2. Authorize the Sheriff or his designee to sign standard Grant Assurances document and initial each page, allowing the County to accept the grant and;
3. Authorize the Sheriff or his designee to administer the grant projects, sign payment requests, claims for reimbursements, progress reports, future amendments and/or modifications not increasing the award by more than 20% on behalf of the County and;
4. Authorize the Sheriff to reimburse our grantor approved OPSG FY16 grant partners, City of Blythe Police Department and California Highway Patrol-Blythe Area, awarded grant funds not to exceed $120,000 each for a total of $240,000 and authorize future amendments and/or modifications not increasing partner awards by more than 20% for expenditures incurred as part of grant activities.

4/5 Vote

Will Taylor
Will Taylor 10/20/2016

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	$ 0	$75,000	$400,000	$ 0
NET COUNTY COST	$ 0	$ 0	$ 0	$ 0

SOURCE OF FUNDS: Federal Grant Revenue 100%

Budget Adjustment: No

For Fiscal Year: 16/17-19/20

C.E.O. RECOMMENDATION:

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

BACKGROUND:

Summary

This is a cost reimbursement grant award, therefore the awarded amount is not received in advance.

Since the events of September 11, 2001, the United States of America has increased attention to the interception of terrorists attempting entry into the United States. Terrorists and other criminals such as human and drug traffickers are regarded by law enforcement as a primary threat to our nation. Operation Stonegarden (OPSG), through intelligence gathering and agency collaboration, seeks to identify methods and enforcement profiles to weaken these types of terrorist activities.

On April 12, 2016 (3-19), the Board of Supervisors accepted the OPSG FY15 grant. OPSG within Riverside County, California will be conducted by local law enforcement agencies in collaboration with the United States Border Patrol-Yuma Sector during the period of October 1, 2016 to September 30, 2019. The focus of the operation will be to increase law enforcement presence in areas identified through intelligence information as "high-entry" points and routes of egress used by narcotic smuggling and human trafficking organizations, or as central transportation hubs. Through the enforcement of the California Penal Code, Stonegarden officers will act as a second tier of Homeland Security operations in direct support of the National Border Patrol Strategy.

It is the intent of the Yuma Sector Chief Patrol Agent, to increase border security in direct coordination with the Riverside County Sheriff's Department and our two grant partners, City of Blythe Police Department and California Highway Patrol-Blythe Area. OPSG does not extend Federal authority to County or Local law enforcement agencies to enforce Federal immigration laws. Riverside County Sheriff's Department and our grant partners, Blythe Police Department and California Highway Patrol-Blythe Area will focus on criminal suppression through identified ingress corridors pre-determined by intelligence based planning. Riverside County Sheriff's Department and partnering agencies, Blythe Police Department and California Highway Patrol-Blythe Area, will not enforce immigration violations but will concentrate on enforcing California Penal Codes along said ingress routes.

The Riverside County Sheriff's Department's goal is to achieve maximum deterrence of illegal activity within the borders of Riverside County by apprehending criminals involved in illicit acts and to increase opportunities for the collection of intelligence involving criminal organizations operating within the County. The Sheriff's Department will conduct increased patrol functions on days and at locations as intelligence dictates.

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

The Sheriff's Department is currently utilizing funds from OPSG FY15 in FY16/17. Per the grant requirements, OPSG FY16 funds cannot be used until OPSG FY15 funds have been fully expended. It is estimated that OPSG FY16 funds will not be utilized until FY17/18. Additional budget adjustments will be requested upon receipt of the award documents, if necessary.

OPSG funding of $400,000 for overtime and equipment will be distributed to the Riverside Sheriff's Department and grant partners, Blythe Police Department and California Highway Patrol-Blythe Area, during FY17-18, FY18-19 and FY19-20 for the purpose of increasing law enforcement presence along major routes of ingress in their area of operation.

The attached resolution and grant assurances have been approved as to form by County Counsel.

Impact on Residents and Businesses

The OPSG funding will allow the Sheriff's Department and grant partners, Blythe Police Department and California Highway Patrol-Blythe Area, to continue to work in collaboration with the United States Border Patrol-Yuma Sector to achieve maximum deterrence of illegal activity within the borders of Riverside County by apprehending criminals involved in illicit acts and to increase opportunities for the collection of intelligence involving criminal organizations operating within the County. Our citizens are safer as a direct result of the Homeland Security grant funding of this joint mission.

ATTACHMENTS:

A. Grant Resolution 2016-195
B. Grant Assurances

Board of Supervisors **County of Riverside**

Homeland Security Operation Stonegarden

RESOLUTION No. 2016-195

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE AUTHORIZING SUBMITTAL OF A GRANT APPLICATION FOR FEDERAL HOMELAND SECURITY OPERATION STONEGARDEN THROUGH THE CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES (Cal OES)

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

WHEREAS, the California Office of Emergency Services, on behalf of the Federal Department of Homeland Security, requested applications from local governments for the Operation Stonegarden grant program to secure the U.S. border; and

WHEREAS, this grant program promotes regional projects involving all local law enforcement agencies; and

WHEREAS, the targeted areas near Blythe have been identified as cross state/cross sector routes of ingress/egress with a potential threat to securing the U.S. border; and

WHEREAS, the Riverside County Sheriff's Department and the Blythe Police Department have agreed to cooperate to proactively address the need to increase the response to border security issues, enhance capabilities of local operation objectives of National and State Homeland Security Strategies, provide intelligence-based operation, and further increase the coordinated collaborative efforts of federal, state, local and tribal law enforcement agencies.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED by the Board of Supervisors of the County of Riverside, State of California, in regular session assembled on _____ at 9:00 a.m. in the meeting room of the Board of Supervisors, located on the 1st floor of the County Administrative Center, 4080 Lemon Street, Riverside, CA, approves the filing of an application for the FY 2016 Operation Stonegarden grant in the amount of $400,000 and;

1. Certifies that Riverside County understands its legal obligations to the State upon approval of the Grant;
2. Authorizes and directs the Sheriff or the Undersheriff or the Assistant Sheriff or the Sheriff's Emergency Response Team Lieutenant as the Authorized Agent to act on the County of Riverside's behalf in grant matters to include: application submission, resulting award agreements, reimbursement requests and future amendments and/or modifications not increasing the award by more than 20% and that do not materially change the scope of the grant project.

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

Susana Garcia
Susana Garcia 10/20/2016



Standard Assurances
For All Cal OES Federal Grant Programs

As the duly authorized representative of the Applicant, I hereby certify that the Applicant has the legal authority to apply for federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay any non-federal share of project cost) to ensure proper planning, management and completion of the project described in this application, within prescribed timelines.

I further acknowledge that the Applicant is responsible for reviewing and adhering to all requirements within the:

(a) Applicable Federal Regulations (see below);
(b) Federal Program Notice of Funding Opportunity (NOFO);
(c) California Supplement to the NOFO; and
(d) Federal and State Grant Program Guidelines.

Federal Regulations
Government cost principles, uniform administrative requirements and audit requirements for federal grant programs are set forth in Title 2, Part 200 of the Code of Federal Regulations (CFR) and updates are issued by the Office of Management and Budget (OMB) and can be found at http://www.whitehouse.gov/omb/.

Significant state and federal grant award requirements (some of which appear in the documents listed above) are set forth below. The Applicant hereby agrees to comply with the following:

1. **Proof of Authority**
   The Applicant will obtain written authorization from the city council, governing board or authorized body in support of this project. This written authorization must specify that the Applicant and the city council, governing board, or authorized body agree:

   (a) To provide all matching funds required for the grant project and that any cash match will be appropriated as required.
   (b) Any liability arising out of the performance of this agreement shall be the responsibility of the Applicant and the city council, governing board or authorized body.
   (c) Grant funds shall not be used to supplant expenditures controlled by the city council, governing board or authorized body.
   (d) The official executing this agreement is, in fact, authorized to do so.

   This Proof of Authority must be maintained on file and readily available upon request.

Attachment: Operation Stonegarden FY16 Standard Asssurances 10-7-16 (2625 : Adoption of Resolution No. 2016-195, designating the

2. Period of Performance

The Applicant will initiate work after approval of the award and complete all work within the period of performance specified in the grant.

3. Lobbying and Political Activities

As required by Section 1352, Title 31 of the U.S. Code (U.S.C.), for persons entering into a contract, grant, loan or cooperative agreement from an agency or requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan, the Applicant certifies that:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

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

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

The Applicant will also comply with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and §§7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

Finally, the Applicant agrees that federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation or policy without the express written approval from the California Governor's Office of Emergency Services (Cal OES) or the federal awarding agency.

4. Debarment and Suspension

As required by Executive Orders 12549 and 12689, and 2 CFR §200.212 and codified in 2 CFR Part 180, Debarment and Suspension, the Applicant will provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the federal government. The Applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

Attachment: Operation Stonegarden FY16 Standard Asssurances 10-7-16 (2625 : Adoption of Resolution No. 2016-195, designating the

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and
(d) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default.

Where the Applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

5. Non-Discrimination and Equal Employment Opportunity

The Applicant will comply with all federal statutes relating to non-discrimination. These include, but are not limited to, the following:

(a) Title VI of the Civil Rights Act of 1964 (Public Law (P.L.) 88-352 and 42 U.S.C. §2000d et. seq.) which prohibits discrimination on the basis of race, color, or national origin and requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services;
(b) Title IX of the Education Amendments of 1972, (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex in any federally funded educational program or activity;
(c) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. §794), which prohibits discrimination against those with disabilities or access and functional needs;
(d) Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability and requires buildings and structures be accessible to those with disabilities and access and functional needs;(42 U.S.C. §§ 12101-12213.);
(e) Age Discrimination Act of 1975, (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;
(f) Public Health Service Act of 1912 (42 U.S.C. §§ 290), relating to confidentiality of patient records regarding substance abuse treatment;
(g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), relating to nondiscrimination in the sale, rental or financing of housing;
(h) Executive Order 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over $10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin;

Attachment: Operation Stonegarden FY16 Standard Assurances 10-7-16 (2625 : Adoption of Resolution No. 2016-195, designating the

(i) Executive Order 11375, which bans discrimination on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin in hiring and employment in both the United States federal workforce and on the part of government contractors;
(j) California Public Contract Code §10295.3, which prohibits discrimination based on domestic partnerships and those in same sex marriages;
(k) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and
(l) The requirements of any other nondiscrimination statute(s) which may apply to the application.

In addition to the items listed in (a) through (n), the Applicant will comply with California's Fair Employment and Housing Act (FEHA). FEHA prohibits harassment and discrimination in employment because of ancestry, race, color, religious creed (including religious dress and grooming practices), sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth, or breastfeeding), gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental and physical disability, genetic information, medical condition, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave (California Government Code §§ 12940, 12945, 12945.2), military and veteran status, and/or retaliation for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions.

6. Drug-Free Workplace

As required by the Drug-Free Workplace Act of 1988 (41 U.S.C. §701 et seq.), the Applicant certifies that it will maintain a drug-free workplace and a drug-free awareness program as outlined in the Act.

7. Environmental Standards

The Applicant will comply with state and federal environmental standards, which may be prescribed pursuant to the following, as applicable:

(a) California Environmental Quality Act (CEQA) (California Public Resources Code §§ 21000-21177), to include coordination with the city or county planning agency;
(b) CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, §§ 15000-15387);
(c) Federal Clean Water Act (CWA) (33 U.S.C. § 1251 et seq.), which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters;
(d) Federal Clean Air Act of 1955 (42 U.S.C. § 7401) which regulates air emissions from stationary and mobile sources;
(e) Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order 12898 on the Environmental Justice Act, and Executive Order 11514 on Environmental Quality;
(f) Notification of Environmental Protection Agency (EPA) violating facilities pursuant to Executive Order 11738;
(g) Protection of wetlands pursuant to Executive Order 11990;

Attachment: Operation Stonegarden FY16 Standard Assurances 10-7-16 (2625 : Adoption of Resolution No. 2016-195, designating the

(h) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
(i) Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §1451 et seq.);
(j) Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §7401 et seq.);
(k) Executive Order 11738 instituted to assure that each federal agency empowered to enter into contracts for the procurement of goods, materials, or services and each federal agency empowered to extend federal assistance by way of grant, loan, or contract shall undertake such procurement and assistance activities in a manner that will result in effective enforcement of the Clean Air Act and the Federal Water Pollution Control Act Executive Order Executive Order 11990 which requires preservation of wetlands;
(l) The Safe Drinking Water Act of 1974, (P.L. 93-523);
(m) The Endangered Species Act of 1973, (P.L. 93-205);
(n) Wild and Scenic Rivers Act of 1968 (16 U.S.C. §1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

The Applicant shall not be: 1) in violation of any order or resolution promulgated by the State Air Resources Board or an air pollution district; 2) subject to a cease and desist order pursuant to § 13301 of the California Water Code for violation of waste discharge requirements or discharge prohibitions; or 3) determined to be in violation of federal law relating to air or water pollution.

8. Audits

For subrecipients expending $750,000 or more in federal grant funds annually, the Applicant will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and Title 2 of the Code of Federal Regulations, Part 200, Subpart F Audit Requirements.

9. Access to Records

In accordance with 2 CFR §200.336, the Applicant will give the awarding agency, the Comptroller General of the United States and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award. The Applicant will require any subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with this provision.

10. Conflict of Interest

The Applicant will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

11. Financial Management

False Claims for Payment The Applicant will comply with 31 U.S.C §3729 which sets forth that no subgrantee, recipient or subrecipient shall submit a false claim for payment, reimbursement or advance.

Attachment: Operation Stonegarden FY16 Standard Asssurances 10-7-16 (2625 : Adoption of Resolution No. 2016-195, designating the

12. Reporting - Accountability

The Applicant agrees to comply with applicable provisions of the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282), specifically (a) the reporting of subawards obligating $25,000 or more in federal funds and (b) executive compensation data for first-tier subawards. This includes the provisions of FFATA, which includes requirements for executive compensation, and also requirements implementing the Act for the non-federal entity at 2 CFR part 25 Financial Assistance Use of Universal Identifier and Central Contractor Registration and 2 CFR part 170 Reporting Subaward and Executive Compensation Information.

13. Whistleblower Protections

The Applicant also must comply with statutory requirements for whistleblower protections at 10 U.S.C. § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. § 4304 and § 4310.

14. Human Trafficking

The Applicant will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a subrecipient from: (1) engaging in trafficking in persons during the period of time that the award is in effect: (2) procuring a commercial sex act during the period of time that the award is in effect: or (3) using forced labor in the performance of the award or subawards under the award.

15. Labor Standards

The Applicant will comply with the following federal labor standards:

(a) Comply with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), as applicable, and the Copeland Act (40 U.S.C. § 3145 and 18 U.S.C. § 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally-assisted construction contracts or subcontracts.

(b) Comply with the Federal Fair Labor Standards Act (29 U.S.C. § 201 et al.) as they apply to employees of institutes of higher learning (IHE), hospitals and other non-profit organizations.

16. Worker's Compensation

The Applicant must comply with provisions which require every employer to be insured to protect workers who may be injured on the job before commencing performance of the work of this Agreement, as per the workers compensation laws set forth in California Labor Code §§ 3700 et seq.

17. Property-Related

If applicable to the type of project funded by this federal award, the Applicant will:

(a) Comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchase.

Attachment: Operation Stonegarden FY16 Standard Assurances 10-7-16 (2625 : Adoption of Resolution No. 2016-195, designating the

(b) Comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires subrecipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

(c) Assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. § 469a-1 et seq.).

(d) Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831 and 24 CFR Part 35) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

18. Certifications Applicable Only to Federally-Funded Construction Projects

For all construction projects, the Applicant will:

(a) Not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project.

(b) Comply with the requirements of the awarding agency with regard to the drafting, review and approval of construction plans and specifications.

(c) Provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

19. Use of Cellular Device While Driving is Prohibited

Applicants are required to comply with California Vehicle Code sections 23123 and 23123.5. These laws prohibit driving a motor vehicle while using an electronic wireless communications device to write, send, or read a text-based communication. Drivers are also prohibited from the use of a wireless telephone without hands-free listening and talking, unless to make an emergency call to 911, law enforcement, or similar services.

20. Freedom of Information Act

The Applicant acknowledges that all information submitted in the course of applying for funding under this program, or provided in the course of an entity's grant management activities that are under Federal control, is subject to the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and the California Public Records Rights Act, California Government Code section 6250 et seq. The Applicant should consider these laws and consult its own State and local laws and regulations regarding the release of information when reporting sensitive matters in the grant application, needs assessment, and strategic planning process.

Attachment: Operation Stonegarden FY16 Standard Assurances 10-7-16 (2625 : Adoption of Resolution No. 2016-195, designating the

HOMELAND SECURITY GRANT PROGRAM - PROGRAM SPECIFIC ASSURANCES / CERTIFICATIONS

21. Reporting Accusations and Findings of Discrimination

If during the past three years the recipient has been accused of discrimination on any basis the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS financial assistance office and the DHS Office of Civil Rights and Civil Liberties (CRCL) by e-mail at crcl@hq.dhs.gov or by mail at U.S. Department of Homeland Security Office for Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.

In the event any court or administrative agency makes a finding of discrimination against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Component financial assistance office and the CRCL office by e-mail or mail at the addresses listed above.

The United States has the right to seek judicial enforcement of these obligations.

22. Acknowledgment of Federal Funding from DHS

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

23. Activities Conducted Abroad

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

24. Best Practices for Collection and Use of Personally Identifiable Information (PII)

DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. All recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. Award recipients may also find as a useful resource the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template respectively.

25. Copyright

All recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under federal financial assistance awards.

Attachment: Operation Stonegarden FY16 Standard Assurances 10-7-16 (2625 : Adoption of Resolution No. 2016-195, designating the

26. Energy Policy and Conservation Act

All recipients must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

27. Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

28. Fly America Act of 1974

All recipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942

29. Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. § 2225a.

30. Non-supplanting Requirements

All Applicants who receive awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

32. Patents and Intellectual Property Rights

Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

33. SAFECOM

All Applicants who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Attachment: Operation Stonegarden FY16 Standard Asssurances 10-7-16 (2625 : Adoption of Resolution No. 2016-195, designating the

34. Terrorist Financing

All Applicants must comply with Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of recipients to ensure compliance with the Order and laws.

35. Reporting of Matters Related to Recipient Integrity and Performance

If the total value of the Applicant's currently active grants, cooperative agreements, and procurement contracts from all federal assistance office exceeds $10,000,000 for any period of time during the period of performance of this federal award, the Applicant must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the terms and conditions of your award.

36. USA Patriot Act of 2001

All recipients must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

IMPORTANT

The purpose of the assurance is to obtain federal and state financial assistance, including any and all federal and state grants, loans, reimbursement, contracts, etc. The Applicant recognizes and agrees that state financial assistance will be extended based on the representations made in this assurance. This assurance is binding on the Applicant, its successors, transferees, assignees, etc. Failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

All appropriate documentation, as outlined above, must be maintained on file by the Applicant and available for Cal OES or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the subrecipient may be ineligible for award of any future grants if the Cal OES determines that any of the following has occurred: (1) the recipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

All of the language contained within this document must be included in the award documents for all subawards at all tiers, including contracts under grants and cooperative agreements and subcontracts. All recipients are bound by the Department of Homeland Security Standard Terms and Conditions 2016, Version 6.0, hereby incorporated by reference, which can be found at: https://www.dhs.gov/sites/default/files/publications/Fiscal%20Year%202016%20DHS%20General%20Terms%20and%20Conditions.pdf

Attachment: Operation Stonegarden FY16 Standard Asssurances 10-7-16 (2625 : Adoption of Resolution No. 2016-195, designating the

The undersigned represents that he/she is authorized to enter into this agreement for and on behalf of the said Applicant.

Applicant: _____

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: _____

Title: _____ Date: _____

FORM APPROVED COUNTY COUNSEL
BY: NEAL R. KIPNIS DATE

Attachment: Operation Stonegarden FY16 Standard Assurances 10-7-16 (2625 : Adoption of Resolution No. 2016-195, designating the

Board of Supervisors **County of Riverside**

Homeland Security Operation Stonegarden

RESOLUTION No. 2016-195

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE AUTHORIZING SUBMITTAL OF A GRANT APPLICATION FOR FEDERAL HOMELAND SECURITY OPERATION STONEGARDEN THROUGH THE CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES (Cal OES)

WHEREAS, the California Office of Emergency Services, on behalf of the Federal Department of Homeland Security, requested applications from local governments for the Operation Stonegarden grant program to secure the U.S. border; and

WHEREAS, this grant program promotes regional projects involving all local law enforcement agencies; and

WHEREAS, the targeted areas near Blythe have been identified as cross state/cross sector routes of ingress/egress with a potential threat to securing the U.S. border; and

WHEREAS, the Riverside County Sheriff's Department and the Blythe Police Department have agreed to cooperate to proactively address the need to increase the response to border security issues, enhance capabilities of local operation objectives of National and State Homeland Security Strategies, provide intelligence-based operation, and further increase the coordinated collaborative efforts of federal, state, local and tribal law enforcement agencies.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED by the Board of Supervisors of the County of Riverside, State of California, in regular session assembled on _____ at 9:00 a.m. in the meeting room of the Board of Supervisors, located on the 1st floor of the County Administrative Center, 4080 Lemon Street, Riverside, CA, approves the filing of an application for the FY 2016 Operation Stonegarden grant in the amount of $400,000 and;

1. Certifies that Riverside County understands its legal obligations to the State upon approval of the Grant;

APPROVED COUNTY COUNSEL
BY NEALR KIRNISH DATE

Attachment: Operation Stonegarden FY 16 Resolution 10-7-16 (2625 : Adoption of Resolution No. 2016-195, designating the Sheriff?s

2. Authorizes and directs the Sheriff or the Undersheriff or the Assistant Sheriff or the Sheriff's Emergency Response Team Lieutenant as the Authorized Agent to act on the County of Riverside's behalf in grant matters to include: application submission, resulting award agreements, reimbursement requests and future amendments and/or modifications not increasing the award by more than 20% and that do not materially change the scope of the grant project.

Attachment: Operation Stonegarden FY 16 Resolution 10-7-16 (2625 : Adoption of Resolution No. 2016-195, designating the Sheriff?s

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

Item **3.23**

SUBMITTAL DATE: October 17, 2016

FROM : SHERIFF-CORONER-PA:

SUBJECT: Acceptance of FY16 Body-Worn Camera Policy and Implementation Program (BWC PIP) Award from the Bureau of Justice Assistance (BJA), All Districts. Total Project Cost $1,155,800 [$577,900- Federal Grant Revenue 50%, $577,900 Department Budget 50%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the grant agreement with U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), Bureau of Justice Assistance (BJA) in the amount of $577,900 and authorize the Chairman to sign the award and initial the bottom right corner of each page;
2. Authorize the Sheriff, the Undersheriff, the Assistant Sheriff or the Chief Deputy to sign any future grant ministerial modifications not increasing the award by more than 20%, requests for advances or reimbursements and reports on behalf of the County;
3. Approve and direct the Auditor-Controller to make the budget adjustments on the attached Schedule A.

4/5 Vote

Will Taylor 10/20/2016

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	$ 353,940	$ 801,860	$ 1,155,800	$ 0
NET COUNTY COST	$ 176,970	$ 400,930	$ 577,900	$ 0

SOURCE OF FUNDS: Federal Grant Revenue 50%, Department Budget 50%

Budget Adjustment: Yes

For Fiscal Year: 16/17-18/19

C.E.O. RECOMMENDATION:

BACKGROUND:

Summary

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

Law Enforcement agencies across the country are using body-worn cameras (BWC) as a promising tool to improve law enforcement interactions with the public. BWCs can provide a visual and audio record of interactions. Some preliminary evidence indicates that the presence of BWCs helps strengthen accountability and transparency, and can assist in deescalating conflicts, resulting in more constructive encounters between the police and members of the community.

Due to lack of audio or video record of the majority of police and citizen encounters, the Department spends a significant amount of time annually investigating citizen complaints against officers. In order to save personnel time and increase accountability of both officers and the citizens, the Department needs to equip every uniformed patrol officer with a body-worn camera (BWC) and establish policies as needed.

Through the award of the grant, the Sheriff's Department proposes to expand our BWC program by equipping and training the remaining 1,000 uniformed patrol personnel with body worn cameras, providing BWC policy training, and integrating this new technology into daily patrol operations at the nine unequipped patrol stations. The project will expand our existing BWC program, improve employee and citizen accountability and strengthen community relationships by using video to improve transparency in law enforcement encounters with the public.

The grant requires a match of 50% which has already been allocated in the Sheriff's Department budget. The match will pay for the long-term data storage for the body-worn cameras, hard drive storage, and citizen complaint and use of force software.

This is a cost reimbursement grant award, therefore the awarded amount is not received in advance. The grant performance period is October 1, 2016 through September 30, 2018.

Impact on Residents and Businesses

The Body-Worn Camera grant funding will allow the Sheriff's Department to expand the existing BWC program to fully equip all sworn personnel within the next two years. It is anticipated the new technology will reduce citizen complaints and use of force complaints.

ATTACHMENTS:

ATTACHMENT A. BUDGET ADJUSTMENT

ATTACHMENT B. COOPERATIVE AGREEMENT

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

Schedule A

Increase Appropriations:

10000-2500200000-528220	Photography Expense	173,370
10000-2500200000-528900	Air Transportation	1,500
10000-2500200000-528960	Lodging	1,350
10000-2500200000-528980	Meals	420
10000-2500200000-529080	Rental Vehicles	150
10000-2500200000-529060	Public Service Transportation	180
	TOTAL	$176,970

Increase Estimated Revenues:

10000-2500200000-767080	Federal-BJA Block Grant	$176,970

Susana Garcia
Susana Garcia 10/19/2016

Commented [BN1]:
#11
Increase Appropriations: Always ensure that you have the correct fund and accounting string

Increase Estimated Revenues: Always ensure that you have the correct fund and accounting string.

Increase Appropriations = Increased Estimated Revenues

Commented [BN2]:
#12

Do the Schedule A in Excel and import into Word document

U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Cooperative Agreement

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

4. AWARD NUMBER: 2016-BC-BX-K047

5. PROJECT PERIOD: FROM 10/01/2016 TO 09/30/2018
BUDGET PERIOD: FROM 10/01/2016 TO 09/30/2018

6. AWARD DATE 09/26/2016

7. ACTION
Initial

2a. GRANTEE IRS/VENDOR NO.
956000943

8. SUPPLEMENT NUMBER
00

2b. GRANTEE DUNS NO.
602410888

9. PREVIOUS AWARD AMOUNT $ 0

3. PROJECT TITLE
County of Riverside - Sheriff's Department FY16 BWC PIP

10. AMOUNT OF THIS AWARD $ 577,900

11. TOTAL AWARD $ 577,900

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 FY16(BJA - Body-Worn Camera Program) Pub. L. No. 114-113, 129 Stat 2242, 2308

14 . CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number)
16.835 - Body Worn Camera Policy and Implementation Program

15. METHOD OF PAYMENT
GPRS

[redacted] AGENCY APPROVAL [redacted]

16. TYPED NAME AND TITLE OF APPROVING OFFICIAL
Karol Virginia Mason
Assistant Attorney General

17. SIGNATURE OF APPROVING OFFICIAL
Karol V. Mason

[redacted] GRANTEE ACCEPTANCE [redacted]

18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL
John J. Benoit
Chair, Board of Supervisors

19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

19A. DATE

[redacted] AGENCY USE ONLY [redacted]

20. ACCOUNTING CLASSIFICATION CODES

FISCAL YEAR	FUND CODE	BUD. ACT.	OFC.	DIV. REG.	SUB.	POMS	AMOUNT
X	B	BC	80	00	00		577900

21. RBCUGT1258

APPROVED COUNTY COUNSEL DATE
NEAL R. KIPNIS

Attachment: BWC-PIP Cooperative Agreement FY16 (2630 : Acceptance of FY16 Body-Worn Camera Policy and Implementation Program

PROJECT NUMBER 2016-BC-BX-K047 AWARD DATE 09/26/2016

SPECIAL CONDITIONS

1. Applicability of Part 200 Uniform Requirements

   The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this 2016 award from the Office of Justice Programs (OJP).

   The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this 2016 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded in 2014 or earlier years), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this 2016 award.

   For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the Office of Justice Programs (OJP) website at http://ojp.gov/funding/Part200UniformRequirements.htm.

   In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

2. Compliance with DOJ Grants Financial Guide

   The recipient agrees to comply with the Department of Justice Grants Financial Guide as posted on the OJP website (currently, the "2015 DOJ Grants Financial Guide"), including any updated version that may be posted during the period of performance.

3. Required training for Point of Contact and all Financial Points of Contact

   Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2015, will satisfy this condition.

   In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after -- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2015, will satisfy this condition.

   A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at http://www.ojp.gov/training/fmts.htm. All trainings that satisfy this condition include a session on grant fraud prevention and detection

   The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

Attachment: BWC-PIP Cooperative Agreement FY16 (2630 : Acceptance of FY16 Body-Worn Camera Policy and Implementation Program

PROJECT NUMBER 2016-BC-BX-K047 AWARD DATE 09/26/2016

SPECIAL CONDITIONS

4. Requirements related to "de minimis" indirect cost rate

   A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

5. Requirement to report potentially duplicative funding

   If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

6. Requirements related to System for Award Management and Unique Entity Identifiers

   The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at http://www.sam.gov. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

   The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

   The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at http://ojp.gov/funding/Explore/SAM.htm (Award condition: System for Award Management (SAM) 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).

7. All subawards ("subgrants") must have specific federal authorization

   The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

   The details of the requirement for authorization of any subaward are posted on the OJP web site at http://ojp.gov/funding/Explore/SubawardAuthorization.htm (Award condition: Award Condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

Attachment: BWC-PIP Cooperative Agreement FY16 (2630 : Acceptance of FY16 Body-Worn Camera Policy and Implementation Program

PROJECT NUMBER 2016-BC-BX-K047 AWARD DATE 09/26/2016

SPECIAL CONDITIONS

8. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed $150,000

   The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, $150,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

   The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at http://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed $150,000)), and are incorporated by reference here.

9. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

   The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.
   The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at http://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

10. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

    The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

    Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "2015 DOJ Grants Financial Guide").

11. Requirement for data on performance and effectiveness under the award

    The recipient must collect and maintain data that measure the performance and effectiveness of activities under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act, and other applicable laws.

12. OJP Training Guiding Principles

    Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at http://ojp.gov/funding/ojptrainingguidingprinciples.htm.

Attachment: BWC-PIP Cooperative Agreement FY16 (2630 : Acceptance of FY16 Body-Worn Camera Policy and Implementation Program

SPECIAL CONDITIONS

13. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

14. The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

15. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

16. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries. Part 38 of 28 C.F.R., a DOJ regulation, was amended effective May 4, 2016.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of the regulation, now entitled "Partnerships with Faith-Based and Other Neighborhood Organizations," is available via the Electronic Code of Federal Regulations (currently accessible at http://www.ecfr.gov/cgi-bin/ECFR?page=browse), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

17. Restrictions on "lobbying"

Federal funds may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government.

Should any question arise as to whether a particular use of Federal funds by a recipient (or subrecipient) would or might fall within the scope of this prohibition, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

Attachment: BWC-PIP Cooperative Agreement FY16 (2630 : Acceptance of FY16 Body-Worn Camera Policy and Implementation Program

PROJECT NUMBER 2016-BC-BX-K047 AWARD DATE 09/26/2016

SPECIAL CONDITIONS

18. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2016)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2016, are set out at http://ojp.gov/funding/Explore/FY2016-AppropriationsLawRestrictions.htm, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

19. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct

The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates 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.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 950 Pennsylvania Avenue, N.W. Room 4706, Washington, DC 20530; (2) e-mail to: oig.hotline@usdoj.gov; and/or (3) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax).

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

Attachment: BWC-PIP Cooperative Agreement FY16 (2630 : Acceptance of FY16 Body-Worn Camera Policy and Implementation Program

PROJECT NUMBER 2016-BC-BX-K047 AWARD DATE 09/26/2016

SPECIAL CONDITIONS

20. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

Attachment: BWC-PIP Cooperative Agreement FY16 (2630 : Acceptance of FY16 Body-Worn Camera Policy and Implementation Program

SPECIAL CONDITIONS

21. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

    The recipient must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

    The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

    Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

22. Encouragement of policies to ban text messaging while driving

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

23. The award recipient agrees to participate in a data collection process measuring program outputs and outcomes. The data elements for this process will be outlined by the Office of Justice Programs.

24. 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.

25. The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

26. Approval of this award does not indicate approval of any consultant rate in excess of $650 per day. A detailed justification must be submitted to and approved by the Office of Justice Programs (OJP) program office prior to obligation or expenditure of such funds.

27. 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://ojp.gov/funding/Explore/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 or operate in his or her name).

Attachment: BWC-PIP Cooperative Agreement FY16 (2630 : Acceptance of FY16 Body-Worn Camera Policy and Implementation Program

PROJECT NUMBER 2016-BC-BX-K047 AWARD DATE 09/26/2016

SPECIAL CONDITIONS

28. 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.

29. The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to OJP all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

30. The recipient acknowledges that the Office of Justice Programs (OJP) reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward; and (2) any rights of copyright to which a recipient or subrecipient purchases ownership with Federal support.

    The recipient acknowledges that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under an award or subaward; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data - General).

    It is the responsibility of the recipient (and of each subrecipient, if applicable) to ensure that this condition is included in any subaward under this award.

    The recipient has the responsibility to obtain from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill the recipient's obligations to the Government under this award. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the Government such rights, the recipient shall promptly bring such refusal to the attention of the OJP program manager for the award and not proceed with the agreement in question without further authorization from the OJP program office.

31. Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service:

    "This Web site is funded [insert "in part," if applicable] through a grant from the [insert name of OJP component], Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)."

    The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

Attachment: BWC-PIP Cooperative Agreement FY16 (2630 : Acceptance of FY16 Body-Worn Camera Policy and Implementation Program

PROJECT NUMBER 2016-BC-BX-K047 AWARD DATE 09/26/2016

SPECIAL CONDITIONS

32. The recipient agrees to submit to BJA for review and approval any curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) working days prior to the targeted dissemination date. Any written, visual, or audio publications, with the exception of press releases, whether published at the grantee's or government's expense, shall contain the following statements: "This project was supported by Grant No. 2016-BC-BX-K047 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

33. All program authority and responsibility inherent in the Federal stewardship role shall remain with the Bureau of Justice Assistance (BJA). BJA will work in conjunction with the recipient to routinely review and refine the work plan so that the program's goals and objectives can be effectively accomplished. BJA will monitor the project on a continual basis by maintaining ongoing contact with the recipient and will provide input to the program's direction, in consultation with the recipient, as needed.

34. The recipient agrees to submit a final report at the end of this award documenting all relevant project activities during the entire period of support under this award. This report will include detailed information about the project(s) funded, including, but not limited to, information about how the funds were actually used for each purpose area, data to support statements of progress, and data concerning individual results and outcomes of funded projects reflecting project successes and impacts. The final report is due no later than 90 days following the close of this award period or the expiration of any extension periods. This report will be submitted to the Office of Justice Programs, on-line through the Internet at https://grants.ojp.usdoj.gov/.

35. The recipient agrees that it will submit quarterly financial status reports to OJP on-line (at https://grants.ojp.usdoj.gov) using the SF 425 Federal Financial Report form (available for viewing at www.whitehouse.gov/omb/grants/standard_forms/ff_report.pdf), not later than 30 days after the end of each calendar quarter. The final report shall be submitted not later than 90 days following the end of the award period.

36. The recipient shall submit semiannual progress reports. Progress reports shall be submitted within 30 days after the end of the reporting periods, which are June 30 and December 31, for the life of the award. These reports will be submitted to the Office of Justice Programs, on-line through the Internet at https://grants.ojp.usdoj.gov/.

Attachment: BWC-PIP Cooperative Agreement FY16 (2630 : Acceptance of FY16 Body-Worn Camera Policy and Implementation Program

SPECIAL CONDITIONS

37. Within 45 calendar days after the end of any conference, meeting, retreat, seminar, symposium, training activity, or similar event funded under this award, and the total cost of which exceeds $20,000 in award funds, the recipient must provide the program manager with the following information and itemized costs:

1) name of event;

2) event dates;

3) location of event;

4) number of federal attendees;

5) number of non-federal attendees;

6) costs of event space, including rooms for break-out sessions;

7) costs of audio visual services;

8) other equipment costs (e.g., computer fees, telephone fees);

9) costs of printing and distribution;

10) costs of meals provided during the event;

11) costs of refreshments provided during the event;

12) costs of event planner;

13) costs of event facilitators; and

14) any other costs associated with the event.

The recipient must also itemize and report any of the following attendee (including participants, presenters, speakers) costs that are paid or reimbursed with cooperative agreement funds:

1) meals and incidental expenses (M&IE portion of per diem);

2) lodging;

3) transportation to/from event location (e.g., common carrier, Privately Owned Vehicle (POV)); and,

4) local transportation (e.g., rental car, POV) at event location.

Note that if any item is paid for with registration fees, or any other non-award funding, then that portion of the expense does not need to be reported.

Further instructions regarding the submission of this data, and how to determine costs, are available in the OJP Financial Guide Conference Cost Chapter.

Attachment: BWC-PIP Cooperative Agreement FY16 (2630 : Acceptance of FY16 Body-Worn Camera Policy and Implementation Program

PROJECT NUMBER 2016-BC-BX-K047 AWARD DATE 09/26/2016

SPECIAL CONDITIONS

38. The recipient is authorized to obligate, expend, or draw down funds in an amount not to exceed 10% of this award for the sole purpose of developing a Body-Worn Camera (BWC) policy. The BWC policy must be submitted no later than 180 days of award acceptance, unless an extension for good cause shown has been granted by BJA. The recipient is not authorized to incur any additional obligations, make any additional expenditures, or draw down any additional funds until BJA has approved the recipient's completed BWC policy and has issued a Grant Adjustment Notice (GAN) removing this condition.

39. The recipient agrees to participate in BJA-sponsored training events, technical assistance events, or conferences held by BJA or its designees, upon BJA's request.

40. Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

    The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

    The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at http://ojp.gov/funding/FAPIIS.htm (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

41. The recipient is authorized to incur obligations, expend, and draw down funds for travel, lodging, and per diem costs only, in an amount not to exceed $15,000, for the sole purpose of attending a required OJP conference associated with this grant award. The grantee is not authorized to incur any additional obligations, or make any additional expenditures or draw downs until the awarding agency and the Office of the Chief Financial Officer (OCFO) has reviewed and approved the recipient's budget and budget narrative, and a Grant Adjustment Notice (GAN) has been issued to remove this special condition.

42. With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

    This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

Attachment: BWC-PIP Cooperative Agreement FY16 (2630 : Acceptance of FY16 Body-Worn Camera Policy and Implementation Program

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

SUBMITTAL DATE:
October 18, 2016

FROM : SHERIFF-CORONER-PA:

SUBJECT: Approval of the One-Year School Resource Officers Agreement with the Palm Springs Unified School District, District Four. [$137,000 - School Services Law Enforcement Revenue 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the One-Year School Resource Officers Agreement with the Palm Springs Unified School District, and authorize the Chair to sign all copies of the Agreement.

Policy

Will Taylor
Will Taylor 10/20/2016

BACKGROUND:

Summary

The Assistant Superintendent of the Palm Springs Unified School District has signed and approved the FY 2016-17 law enforcement services agreement with the County for the Sheriff's provision of one SRO. This agreement continues the same level of service as supplied by the Sheriff's Department last year. The FY 2016-17 estimated law enforcement cost is $137,000. The Department has included the cost estimate in its budget; therefore, no budget adjustment is necessary. All costs are fully recovered through Board-approved rates. County Counsel has approved the Agreement as to form.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	$ 137,000	$ 0	$ 137,000	$ 0
NET COUNTY COST	$ 0	$ 0	$ 0	$ 0

SOURCE OF FUNDS: **School Services Law Enforcement Revenue 100%**

Budget Adjustment: No

For Fiscal Year: 16/17

C.E.O. RECOMMENDATION:

BR 17-029

Impact on Residents and Businesses

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

The Sheriff and the District share common goals that include the provision of programs that address the needs of students at risk. The SRO's serve as a visual deterrent to aberrant behavior and thereby enhance the District's campus control and student protection. All costs will be fully recovered through Board approved contract rates.

ATTACHMENTS

3 Original contracts.

Susana Garcia
Susana Garcia 10/20/2016

Elizabeth Olson
Elizabeth Olson 10/26/2016

FORM APPROVED COUNTY COUNSEL 9/13/16 DATE
BY: GREGORY P. PRIAMOS

Departmental Concurrence

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

FROM: Sheriff-Coroner-PA

SUBMITTAL DATE:
September 14, 2016

SUBJECT: Approval of the One-Year School Resource Officers Agreement with the Palm Springs Unified School District, District Four. [$137,000 - School Services Law Enforcement Revenue 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the One-Year School Resource Officers Agreement with the Palm Springs Unified Schoo District, and authorize the Chair to sign all copies of the Agreement.

BACKGROUND:

Summary

The Assistant Superintendent of the Palm Springs Unified School District has signed and approved the FY 2016-17 law enforcement services agreement with the County for the Sheriff's provision of one SRC This agreement continues the same level of service as supplied by the Sheriff's Department last year. Th FY 2016-17 estimated law enforcement cost is $137,000. The Department has included the cost estimat in its budget; therefore, no budget adjustment is necessary. All costs are fully recovered through Boarc approved rates. County Counsel has approved the Agreement as to form.

Stan L. Sniff
Sheriff-Coroner-PA
By Will Taylor, Dir. of Administratior

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	$ 137,000	$ 0	$ 137,000	$	Consent ☐ Policy ☐
NET COUNTY COST	$	$	$	$	

SOURCE OF FUNDS: School Services Law Enforcement Revenue 100%]

Budget Adjustment: No

For Fiscal Year: 16/17

C.E.O. RECOMMENDATION:

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

☐ Positions Added ☐ Change Order
☐ A-30 ☐ 4/5 Vote

Prev. Agn. Ref.: 10/06/15 3.46 | **District:** 4 | **Agenda Number:**

Attachment: Form 11 - Palm Springs USD 1617 (2715 : Approval of the One-Year School Resource Officers Agreement with the Palm Springs

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFO
FORM 11: Approval of the One-Year School Resource Officers Agreement with the Palm Springs Unified School District, District Four. [$137,000 - School Services Law Enforcement Revenue 100%]
DATE: September 14, 2016
PAGE: 2 of 2

BR 17-029

Impact on Residents and Businesses
The Sheriff and the District share common goals that include the provision of programs that address the needs of students at risk. The SRO's serve as a visual deterrent to aberrant behavior and thereby enhance the District's campus control and student protection. All costs will be fully recovered through Board approved contract rates.

ATTACHMENTS
3 Original contracts.

Attachment: Form 11 - Palm Springs USD 1617 (2715 : Approval of the One-Year School Resource Officers Agreement with the Palm Springs

Original 1 of 3

LAW ENFORCEMENT SERVICES AGREEMENT BETWEEN THE COUNTY OF RIVERSIDE AND THE PALM SPRINGS UNIFIED SCHOOL DISTRICT FOR THE COUNTY SHERIFF'S PROVISION OF A SCHOOL RESOURCE OFFICER

THIS AGREEMENT is made and entered into by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California, through its Sheriff's Department, hereinafter "SHERIFF", and the PALM SPRINGS 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; and

WHEREAS, SHERIFF and DISTRICT share common goals that include providing support for the education process by implementing a school community policing approach within DISTRICT's jurisdiction that addresses school crime and safety issues and focuses on the needs of students at risk; and

WHEREAS, SHERIFF and DISTRICT desire to work cooperatively in this school community policing approach by entering into this Agreement to place Deputy Sheriff(s) as School Resource Officers, herein after referred to as SRO or SROs, on the DISTRICT campuses as needed to assist in the teaching of police science classes and to be a visual deterrent to aberrant behavior and thereby enhance DISTRICT's campus control and student protection;

IT IS THEREFORE AGREED AS FOLLOWS:

1. TERM This Agreement shall be effective from July 1, 2016 through June 30, 2017, unless sooner terminated as provided in Paragraph 8.

2. SCOPE OF SERVICES

A. SHERIFF agrees to provide one (1) SRO, who will be assigned to the DISTRICT campuses as follows: one SRO will be assigned to and be responsible for duties at the Rancho Mirage High School. The duties of the SRO shall include provision of class presentations on relevant law enforcement issues, patrol of school campuses, investigation of crimes, maintenance of order on campuses, counseling of students and their parents, and serving as liaisons at school sites. The SRO will also serve a liaison role between the educators employed by the DISTRICT, the School Attendance Review Boards (S.A.R.B.), the Probation Department, and other law enforcement officials, and perform other related duties. It is understood that the SRO will be assigned to DISTRICT on a full-time basis throughout the school year.

B. DISTRICT agrees to comply with all reasonable requests of SHERIFF necessary to the performance of SRO's duties under this Agreement. DISTRICT agrees to furnish space for use by the SRO while performing the above-described services.

Attachment: County Counsel Signed Contract - Palm Springs USD (2715 : Approval of the One-Year School Resource Officers Agreement with

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 $137,000, based on the hours of work for the SRO, as estimated by the DISTRICT. Payment for services shall be rendered on a monthly basis upon receipt by DISTRICT of a proper invoice submitted by SHERIFF. DISTRICT will notify County prior to February 1, 2017 of any reduction of services necessary due to lack of funding.

5. VACATION AND HOLIDAY TIME SRO's vacation time shall not conflict with the schedule of duties mutually developed by DISTRICT and SHERIFF. Because DISTRICT and SHERIFF holidays may not correspond, holiday time will be taken by the SRO 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. ADMINISTRATION AND SUPERVISION SHERIFF (or designee) shall administer this Agreement and supervise the SRO on behalf of the County of Riverside. The Superintendent of DISTRICT (or designee) shall administer this Agreement on behalf of DISTRICT.

7. 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 agents, employees, or deputies of DISTRICT.

8. TERMINATION Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In the event of termination, District shall pay for services actually rendered through the termination date only.

9. 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

Attachment: County Counsel Signed Contract - Palm Springs USD (2715 : Approval of the One-Year School Resource Officers Agreement with

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.

10. ASSIGNMENT Neither this Agreement nor any duties or obligations under this Agreement may be assigned by DISTRICT without prior written consent of SHERIFF.

11. ENTIRE AGREEMENT This Agreement supersedes any and all agreements, either oral or written, between the parties, and contains all of the covenants and agreements between the parties with respect to the subject matter hereof. Each party acknowledges that no other agreement, understanding or promise, oral or otherwise, relative to this subject matter exists between the parties at the time of execution of this Agreement. Any modification of this Agreement shall be effective only if it is in writing and signed by both parties.

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Attachment: County Counsel Signed Contract - Palm Springs USD (2715 : Approval of the One-Year School Resource Officers Agreement with

12. NOTICES Any notice required or desired to be served by either party upon the other shall be addressed to the respective parties as set forth below:

Sheriff
Stan Sniff, Sheriff
Riverside County Sheriff's Department
Post Office Box 512
Riverside, California 92502

District
Palm Springs Unified School District
980 East Tahquitz Canyon Way
Palm Springs, CA 92262
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

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

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

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Attachment: County Counsel Signed Contract - Palm Springs USD (2715 : Approval of the One-Year School Resource Officers Agreement with

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have signed in confirmation of this Agreement on the dates indicated below.

PALM SPRINGS UNIFIED SCHOOL DISTRICT

Date:_____ By:_____
Sandra Lyon, Superintendent

ATTEST: By:_____ 8/29/16
Brian J. Murray, Ed. D.
Assistant Superintendent, Business Services

Name:
Title:

By:_____

COUNTY OF RIVERSIDE

Date:_____ By:_____
John J. Benoit, Chairperson
Riverside County Board of Supervisors

ATTEST:

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

FORM APPROVED COUNTY COUNSEL
BY NEAL R. KIPNIS DATE 9/29/16

By:_____
Deputy

Attachment: County Counsel Signed Contract - Palm Springs USD (2715 : Approval of the One-Year School Resource Officers Agreement with

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

Item **3.25**

SUBMITTAL DATE: October 18, 2016

FROM : SHERIFF-CORONER-PA:

SUBJECT: Approval of the Two-Year School Resource Officers Agreement with the Corona-Norco Unified School District, District Two. [$990,000 - School Services Law Enforcement Revenue 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Two-Year School Resource Officers Agreement with the Corona-Norco Unified School District, and authorize the Chair to sign all copies of the Agreement.

Policy

Will Taylor 10/20/2016

BACKGROUND:

Summary

The Superintendent of the Corona-Norco Unified School District has approved a two-year law enforcement services agreement with Riverside County Sheriff's Department. County Counsel has approved the Agreement as to form.

The FY 2016-17 estimated law enforcement cost is $481,000. The Department has included the cost estimate in its budget; therefore, no budget adjustment is necessary. The second year's revenue estimate includes an approximate 5.5% projected rate increase.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	$ 481,000	$ 509,000	$ 990,000	$ 0
NET COUNTY COST	$ 0	$ 0	$ 0	$ 0

SOURCE OF FUNDS: 100% - School Services Law Enforcement Revenue

Budget Adjustment: No

For Fiscal Year: 16/17-17/18

C.E.O. RECOMMENDATION:

BR 17-030

Impact on Residents and Businesses

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

The Sheriff and the District share common goals that include the provision of programs that address the needs of students at risk. The SRO's serve as a visual deterrent to aberrant behavior and thereby enhance the District's campus control and student protection. All costs will be fully recovered through Board approved contract rates.

ATTACHMENTS

3 Original contracts.

Susana Garcia 10/19/2016

Elizabeth Olson 10/26/2016

FORM APPROVED COUNTY COUNSEL
BY: GREGORY P. PRIAMOS DATE 10/3/16

Departmental Concurrence

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

FROM: Sheriff-Coroner-PA

SUBMITTAL DATE:
September 21, 2016

SUBJECT: Approval of the Two-Year School Resource Officers Agreement with the Corona-Norco Unified School District, District Two. [$990,000 - School Services Law Enforcement Revenue 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Two-Year School Resource Officers Agreement with the Corona-Norco Unified School District, and authorize the Chair to sign all copies of the Agreement.

BACKGROUND:

Summary

The Superintendent of the Corona-Norco Unified School District has approved a two-year law enforcemer services agreement with Riverside County Sheriff's Department. County Counsel has approved th Agreement as to form.

The FY 2016-17 estimated law enforcement cost is $481,000. The Department has included the cos estimate in its budget; therefore, no budget adjustment is necessary. The second year's revenue estimat includes an approximate 5.5% projected rate increase.

Stan L. Sniff
Sheriff-Coroner-PA
By Will Taylor, Dir. of Administratio

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	$ 481,000	$ 509,000	$ 990,000	$	Consent ☐ Policy ☐
NET COUNTY COST	$	$	$	$	

SOURCE OF FUNDS: 100% - School Services Law Enforcement Revenue

Budget Adjustment: No

For Fiscal Year: 16/17-17/18

C.E.O. RECOMMENDATION:

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

☐ Positions Added ☐ Change Order
☐ A-30 ☐ 4/5 Vote

Prev. Agn. Ref.: 7/15/14 3.58 | **District:** 2 | **Agenda Number:**

Attachment: Form 11 Corona Norco USD 1617 - 1718 (2716 : Approval of the Two-Year School Resource Officers Agreement with the Corona-

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFO
FORM 11: Approval of the Two-Year School Resource Officers Agreement with the Corona-Norco Unified School District, District Two. [$990,000 - School Services Law Enforcement Revenue 100%]
DATE: September 21, 2016

BR 17-030

Impact on Residents and Businesses
The Sheriff and the District share common goals that include the provision of programs that address the needs of students at risk. The SRO's serve as a visual deterrent to aberrant behavior and thereby enhance the District's campus control and student protection. All costs will be fully recovered through Board approved contract rates.

ATTACHMENTS
3 Original contracts.

Attachment: Form 11 Corona Norco USD 1617 - 1718 (2716 : Approval of the Two-Year School Resource Officers Agreement with the Corona-

Original 3 of 3

LAW ENFORCEMENT SERVICES AGREEMENT BETWEEN THE COUNTY OF RIVERSIDE AND THE CORONA-NORCO UNIFIED SCHOOL DISTRICT FOR THE COUNTY SHERIFF'S PROVISION OF SCHOOL RESOURCE OFFICERS

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, 2016 through June 30, 2018, unless sooner terminated as provided in Paragraph 9.

2. SCOPE OF SERVICES

A. SHERIFF agrees to provide three SROs for the term of this Agreement, one to be assigned to the Norco High School and one at the Eleanor Roosevelt High School. The third SRO will primarily be tasked with patrolling the District's Intermediate school campuses. 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 on campus for the school-based SROs will normally be 0730 to 1530 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 three 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.

Attachment: County Counsel Signed Contract - Corona Norco USD (2716 : Approval of the Two-Year School Resource Officers Agreement with

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 FY 2016-17 cost to DISTRICT under this Agreement is estimated at $481,000, and was based on 5,370 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. In April 2017, DISTRICT can request SHERIFF's staff to provide a service cost estimate for FY 2017-18.

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.

Attachment: County Counsel Signed Contract - Corona Norco USD (2716 : Approval of the Two-Year School Resource Officers Agreement with

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

Attachment: County Counsel Signed Contract - Corona Norco USD (2716 : Approval of the Two-Year School Resource Officers Agreement with

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	District
Stan L. Sniff, Sheriff Post Office Box 512 Riverside, California 92502	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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Attachment: County Counsel Signed Contract - Corona Norco USD (2716 : Approval of the Two-Year School Resource Officers Agreement with

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: 6-15-16

By: _____
Michael H. Lin, Ed.D. Superintendent

ATTEST:
Name:
Title:

By: _____

COUNTY OF RIVERSIDE

Date: _____

By: _____
John J. Benoit, Chairman,
Riverside County Board of Supervisors

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

By: _____
Deputy

FORM APPROVED COUNTY COUNSEL
BY: _____ DATE 5/24/16
NEAL R. KIPNIS

Attachment: County Counsel Signed Contract - Corona Norco USD (2716 : Approval of the Two-Year School Resource Officers Agreement with

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

Item **3.26**

SUBMITTAL DATE: August 23, 2016

FROM : TLMA-TRANSPORTATION:

SUBJECT: Approval of the Reimbursement, Indemnity and Defense Agreement for the Cajalco Road Widening Project By and Between the Metropolitan Water District of Southern California and the County of Riverside. 1st District; [$70,000 - Total Cost]; Local Funds 100%

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Reimbursement, Indemnity and Defense Agreement for the Cajalco Road Widening Project between the Metropolitan Water District of Southern California (MWD) and the County of Riverside (County); and

2. Authorize the Chairman of the Board to execute the same.

Policy

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	$ $70,000	$0	$ 70,000	$0
NET COUNTY COST	$0	$0	$0	$0

SOURCE OF FUNDS: Development Impact Fee (DIF) Area Plan 7 (AP7) Reginal Transportation Match funds (100%). There are no General Funds used for this agreement.

Budget Adjustment: No

For Fiscal Year: 16/17

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Cajalco Road (Expressway) is one of the primary transportation corridors in Western Riverside County. It links the Interstate 15 (I-15) to the Interstate 215 (I-215), and connects to the Ramona Expressway easterly from that point to State Route 79 (SR-79) and the San Jacinto Valley.

Improvements to Cajalco Road are essential to reduce congestion and maintain and enhance the quality of life in Western Riverside County. The Riverside County Transportation Commission (RCTC) reaffirmed its commitment to a future east-west arterial corridor between I-15 and I-215 by supporting the County's planned improvements to Cajalco Road and prioritizing funding for the preparation of environmental documents by the County.

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

On December 14, 2010 (Agenda Item 3-59), the Board of Supervisors approved the Environmental and Engineering Services Agreement No. 10-11-014. On March 29, 2016 (Agenda Item 3-31), the Board of Supervisors approved Amendment No. 1 to the Environmental and Engineering Services Agreement No. 10-11-014 to modify the scope due to additional environmental and design requirements.

The County of Riverside Transportation Department (Transportation Department) is proceeding with the planned improvements to widen Cajalco Road between I-15 and I-215. Certain portions of the proposed Cajalco Project are located on real property owned by Metropolitan ("Metropolitan Land") lying both within the boundaries of Metropolitan's Multiple Species Habitat Conservation Plan/Natural Communities Conservation Plan (MSHCP/NCCP) ("Conservation Plans") and outside of the Conservation Plans boundaries.

The Conservation Plans as developed and implemented by Metropolitan provide incidental take authorizations pursuant to the federal and state Endangered Species Acts for optimal operation and expansion of Lake Mathews and its facilities, which are an integral part of Metropolitan's public water supply system. Metropolitan may expand its current operations at Lake Mathews, which requires that Metropolitan's incidental take authorizations remain at or exceed current levels.

County staff desires to coordinate and obtain guidance from Metropolitan in order to facilitate the County's efforts to evaluate and maintain consistency with the Conservation Plans. The Cajalco Project's consistency with Metropolitan's Conservation Plans will be evaluated by County in an environmental impact report or other environmental document that is prepared by the County for the Cajalco Road Widening Project. As a condition for participation in this effort, Metropolitan requires reimbursement for the expenses it incurs and indemnification against any potential claims arising out of Metropolitan's assistance to the County for the Cajalco Road Widening Project.

The terms of this agreement limit the reimbursement of Metropolitan expenses to $70,000 unless approved by an amendment.

Project Number: C0-0551

Impact on Residents and Businesses

Regional transportation facilities are essential to public health, safety, and welfare. Cajalco Road is a significant east-west regional arterial in the County. Extensive public outreach has taken place for the widening project via scoping meetings, Municipal Advisory Council briefings, community group meetings, and town hall meetings.

Input received has been incorporated into the Alternatives to be evaluated in the Environmental Impact Report (EIR)/Environmental Impact Statement (EIS). The purpose of this agreement is in part to facilitate coordination with Metropolitan in order to minimize project impacts on Metropolitan Land and facilities, the Plan Agreements and Conservation Plans.

SUPPLEMENTAL:

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

Additional Fiscal Information

All costs associated with Metropolitan's coordination are fully funded by the Development Impact (DIF) Area Plan 7 (AP7) Regional Transportation Match funds authorized by the Board of Supervisors on July 12, 2011, by Minute Order 3-5. No net County costs will be incurred as a result of this transaction.

ATTACHMENTS:

Vicinity Map
Agreement

Cajalco Road Location Map



Attachment: Vicinity Map (1890 : MWD Cajalco Reimbursement and Indemnity)

REIMBURSEMENT, INDEMNITY AND DEFENSE AGREEMENT FOR THE CAJALCO ROAD WIDENING PROJECT BY AND BETWEEN THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA AND THE COUNTY OF RIVERSIDE

THIS REIMBURSEMENT, INDEMNITY AND DEFENSE AGREEMENT ("Reimbursement Agreement") is made and entered into on _____ ("Effective Date") by and between THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA, a public corporation incorporated under the Metropolitan Water District Act of the State of California (Stats. 1969, Ch. 209 as amended), hereinafter referred to as "Metropolitan," and THE COUNTY OF RIVERSIDE, a political subdivision of the State of California, by and through the RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT, hereinafter referred to as "County". Metropolitan and County may be referred to as "Parties" in this Reimbursement Agreement.

1. Recitals

1.1. In 2011, County proposed the Cajalco Road improvement project ("Cajalco Project") to (i) address anticipated growth and mobility needs, as identified in the County of Riverside General Plan Circulation Element Policy 1.5; (ii) provide improved inter-regional travel by improving east-west mobility in Riverside County; and (iii) improve roadway alignment and intersection design to enhance safety along Cajalco Road. The Cajalco Project is a County of Riverside Project.

1.2. County is continuing its study of alignments for the widening of Cajalco Road from two to four lanes between Harvill Avenue and Temescal Canyon Road, and from four to six lanes between the I-215 southbound ramps and Harvill Avenue. Two alignments previously were identified for study and presented to the public during scoping meetings held pursuant to the California Environmental Quality Act ("CEQA") in September 2011 and October

Attachment: Agreement (1890 : MWD Cajalco Reimbursement and Indemnity)

2012. Based upon the feedback received from residents and public agencies, two additional alignments are identified for study.

1.3. Certain portions of the proposed Cajalco Project are located on real property owned by Metropolitan ("Metropolitan Land") lying both within the boundaries of Metropolitan's Multiple Species Habitat Conservation Plan/Natural Communities Conservation Plan (MSHCP/NCCP) ("Conservation Plans") and outside of the Conservation Plans boundaries as identified in the map attached as Exhibit "A" and incorporated herein by reference. The Conservation Plans as developed and implemented by Metropolitan provide incidental take authorizations pursuant to the federal and state Endangered Species Acts for optimal operation and expansion of Lake Mathews and its facilities, which are an integral part of Metropolitan's public water supply system. Metropolitan may expand its current operations at Lake Mathews, which requires that Metropolitan's incidental take authorizations remain at or exceed current levels. The Cajalco Project's consistency with Conservation Plans will be evaluated by County in an environmental impact report or other environmental document that is prepared by the County for the Cajalco Project, including without limitation, an Environmental Impact Report/Environmental Impact Statement ("EIR/EIS") prepared for the Cajalco Project pursuant to the California Environmental Quality Act ("CEQA") and the National Environmental Policy Act ("NEPA") ("Environmental Document").

1.4. Metropolitan Land was acquired as part of Metropolitan's development of Lake Mathews and is encumbered with conservation easements for the protection of native habitat and species. The Conservation Plans were developed pursuant to the Mitigation Banking Agreement, the Cooperative Management Agreement, the California Fish and Game Code Sections 2081 and 2835 Memorandum of Understanding, and the federal Memorandum of Understanding and Implementation Agreement ("Plan Agreements") and a settlement agreement in *San Bernardino Audubon Society v. Metropolitan Water District, et al.*, Riverside County Superior Court Case No. RIC 274844 ("Settlement Agreement"). The Settlement and Plan Agreements are deemed to have a binding legal effect on Metropolitan.

Packet Pg. 1613

3.26.b

Attachment: Agreement (1890 : MWD Cajalco Reimbursement and Indemnity)

1.5. Each of the currently proposed Cajalco Project alignments (hereinafter referred to as "Alignments") will likely require acquisition of some Metropolitan Land and may result in direct or reasonably foreseeable indirect effects on protected species and may increase the potential for unauthorized access. These direct or reasonably foreseeable indirect effects may degrade the current condition of the Reserve unless the Cajalco Project includes adequate mitigation. In addition, each of the currently proposed Cajalco Project alignments may affect facilities constructed by Metropolitan in the vicinity of Lake Matthews.

1.6. County requires the cooperation and participation of Metropolitan in analyzing the Alignments and their respective impacts on the Metropolitan Land, facilities, water quality and operations, the Plan Agreements, Conservation Plans, Settlement Agreement, incidental take authorizations granted to Metropolitan by the United States Fish and Wildlife Service and the California Department of Fish and Wildlife ("Wildlife Agencies"), impacts on Metropolitan's existing and planned improvements, and impacts on water quality. County desires Metropolitan's technical assistance, analysis and expertise for the Cajalco Project, which may include plan review and comments, consultation on design, engineering, environmental and legal analysis ("Metropolitan's Assistance").

1.7. County acknowledges that Metropolitan's Assistance will require Metropolitan's expenditure of resources for the benefit of the County and Metropolitan will require reimbursement from the County for all actual costs and expenses incurred by Metropolitan in providing Metropolitan Assistance. Metropolitan agrees to cooperate with County as it studies and works toward identifying a preferred alignment for the Cajalco Project subject to the terms and conditions of this Reimbursement Agreement. Metropolitan's cooperation with County under the terms and conditions of this Reimbursement Agreement shall not be construed as an expression of support, acquiescence, consent or ratification of either the Cajalco Project or any of the Alignments considered by County. Metropolitan reserves its rights of objection and opposition to the Cajalco Project and to any part of the project.

NOW, THEREFORE, BE IT RESOLVED found and determined that for the mutual promises and consideration of the provisions herein contained, the Parties hereto do hereby agree as follows:

2. **Environmental Matters.** The Cajalco Project may require preparation of an Environmental Impact Report or an Environmental Impact Statement ("Environmental Documents"). The Environmental Documents will fully analyze project impacts on Metropolitan Land, facilities, water quality and operations the Plan Agreements, Conservation Plans, Settlement Agreement, incidental take authorizations granted to Metropolitan by the Wildlife Agencies, impacts on Metropolitan's existing and planned improvements, and impacts on water quality. Metropolitan may be a "responsible agency" for the Cajalco Project under CEQA and a "participating agency" under NEPA. Metropolitan's designation as either a responsible agency or participating agency shall not be construed as an expression of support, acquiescence, consent or ratification of either the Cajalco Project or any of the Alignments considered by County. Metropolitan reserves its rights of objection and opposition to the Cajalco Project and to any part of the project.

2.1. County shall preserve, maintain and make whole Metropolitan with respect to direct or reasonably foreseeable indirect impacts on Metropolitan Land, facilities, water quality and operations, rights under Plan Agreements and Conservation Plans, including the incidental take authorizations granted to Metropolitan by the Wildlife Agencies that are identified in the Environmental Documents prepared for the Cajalco Project.

2.2. County will undertake all feasible mitigation measures required to minimize project impacts on Metropolitan Land and facilities, water quality and operations, the Plan Agreements and Conservation Plans, including but not limited to, acquiring and conveying substitute conservation easements as mitigation for such impacts. County shall further maintain the incidental take authorizations granted to Metropolitan by the Wildlife Agencies at their existing or greater levels.

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3.26.b

Attachment: Agreement (1890 : MWD Cajalco Reimbursement and Indemnity)

Attachment: Agreement (1890 : MWD Cajalco Reimbursement and Indemnity)

2.3. The Environmental Documents shall, amongst other actions: (1) calculate the direct or reasonably foreseeable indirect impacts of the Cajalco Project to the Metropolitan Lands for direct and indirect temporary and permanent impacts and effects on biological resources and habitat values of the Metropolitan Lands for the species covered by the Plan Agreements and Conservation Plans ; (2) assess impacts of the Cajalco Project on facilities, operations and water quality; (3) and evaluate potential impacts to Metropolitan Lands covered by a conservation easement.

3. Reimbursement and Deposits. County will reimburse Metropolitan's actual costs incurred in providing Metropolitan Assistance to the County for the Cajalco Project. County will make payment to Metropolitan for all of Metropolitan's costs for Metropolitan Assistance, including labor, labor additives, materials, equipment use, transportation, and the cost of consumables, plus overhead, based on Metropolitan's direct costs for providing Metropolitan Assistance. The maximum reimbursable amount for work by Metropolitan shall not exceed $70,000 unless approved by an amendment to this agreement.

3.1 Within 30 days from the Effective Date, County shall issue a task order to Metropolitan for Metropolitan Assistance, the specific details of which shall be described in the task order, and will make an initial deposit with Metropolitan in the sum of $25,000. The initial deposit of $25,000 will be applied to actual costs, as described in Section 3 above, incurred by Metropolitan in providing Metropolitan Assistance for the Cajalco Project. Thereafter, County will make periodic deposits (a "Task Order Deposit") to cover actual costs of performing the Task Orders, which costs may exceed estimates made in the Task Order. All Task Order Deposits shall be made by County within 30 days of written notice given by Metropolitan.

3.2 In addition to Metropolitan Assistance, Task Orders may include Metropolitan's retention of consultants to study the after condition configuration and functionality of the Metropolitan Lands, including effects on species covered under the Plan Agreements and Conservation Plans for each of the Alignments and such other studies as may be deemed necessary by Metropolitan and County for the Cajalco Project. Metropolitan has no

obligation to commence work or perform services described in a Task Order, until (i) County has first deposited with Metropolitan the estimated reimbursable amount of payment associated with that Task Order or (ii) County has made a subsequent deposit of costs which exceed the Task Order estimate. Reimbursement for any work done by consultants retained by Metropolitan for the Cajalco Project shall be included in the total maximum reimbursable amount set forth in Section 3 above and shall not increase that maximum reimbursable amount unless approved by an amendment to this agreement.

4. **Task Orders.** Metropolitan will provide services to County pursuant to a written Task Order in the form of Exhibit 1, hereto. However, Metropolitan shall have no obligation to provide services under a Task Order until such time as the Parties have agreed to the scope of services and special terms and conditions, if any. Metropolitan's time spent reviewing and negotiating Task Orders shall be a reimbursable item, whether or not listed in a Task Order.

4.1. The Parties shall meet and confer prior to issuing a Task Order or an amended Task Order for the purpose of discussing the scope of Metropolitan's Assistance, estimating time and costs for Task Order Deposits and discussing other issues that may relate to Task Orders. The Task Order may be issued by County only after the Parties have agreed to the scope of services and special terms and conditions contained, if any, in a Task Order for the performance of Metropolitan Assistance.

4.2. Any requested changes or modifications to the tasks documented in a Task Order, either prior to or after authorization, will not be effective unless accepted by the other Party and documented in an amended Task Order. County will increase its Task Order Deposit should the amended Task Order so require.

5. **Coordination and Schedule.** Metropolitan and County agree to pursue their respective work efforts with reasonable diligence based on an estimated project schedule. Nonetheless, the time scheduled for completion of any task undertaken pursuant to this Reimbursement Agreement may be delayed by either party to this Reimbursement Agreement

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3.26.b

Attachment: Agreement (1890 : MWD Cajalco Reimbursement and Indemnity)

Attachment: Agreement (1890 : MWD Cajalco Reimbursement and Indemnity)

without penalty. In case of a delay, the Parties will strive to complete the work in an expeditious manner.

5.1. Metropolitan and County may hold periodic meetings to review the Cajalco Project schedule and coordinate work efforts, coordination issues, and changes in scope or project organization, and to agree to revise and update the project schedule if necessary. The foregoing, notwithstanding, the Parties may coordinate via email, electronic conferencing or any other mutually agreed method.

6. Billings and Payments. Metropolitan shall have the right, but not the obligation, to draw monthly against Task Order Deposits in proportion to the amount Metropolitan Assistance provided during that month. County shall have the right to request an accounting, with description of tasks completed and time incurred by Metropolitan for Metropolitan Assistance. If requested by County, Metropolitan shall provide the accounting within thirty (30) days of the request.

7. Indemnification and Defense

7.1. County, at its own expense, shall indemnify, defend and hold harmless Metropolitan, its agents, officers, and employees from and against any claim, demand, cause of action or proceedings (of any kind whatsoever) (collectively a "Dispute") brought against Metropolitan, its agents, officers, and employees, arising out of Metropolitan's Assistance to the County for the Cajalco Project, including the Plan Agreements, Conservation Plans, Settlement Agreement or any combination thereof as such agreements and plans relate to the Cajalco Project, including actual direct and indirect costs, damages, expenses attorney fees and awards of attorneys' fees against Metropolitan.

7.2. Upon written notice from Metropolitan of a Dispute, County shall resist, or defend such pre- and post-trial Disputes through counsel that is satisfactory to Metropolitan. Metropolitan has the absolute right to approve any and all counsel retained by County to defend Metropolitan in any Dispute, approval by Metropolitan of counsel selected by County shall not

be unreasonably withheld. Metropolitan has the right to demand that County appoint outside counsel to defend Metropolitan at the County's sole cost and expense.

7.3. In the event County fails to promptly and diligently defend Metropolitan in any Dispute, after notice from Metropolitan of any alleged failure to defend, Metropolitan shall have the right but not the obligation to assume its own defense at the sole cost and expense of County. In such circumstances, County shall pay the attorneys' fees and costs of the legal firm retained by Metropolitan to represent Metropolitan in the Dispute within 30 days from receipt of an invoice delivered to County by Metropolitan or its appointed counsel.

7.4 Nothing contained in this Reimbursement Agreement, shall be construed to limit the Metropolitan's discretion to defend, settle or appeal or to decline to settle or to terminate or forego defense or appeal of a Dispute as it relates to Metropolitan only. It is also understood and agreed that all written work product prepared by County or its counsel for a Dispute is subject to reasonable review, revision and approval by Metropolitan's counsel. County shall be responsible for all economic costs, losses and damages incurred by Metropolitan in any final disposition of a Dispute, including without limitation, settlement by Metropolitan in consultation with County.

7.5 The County's obligation to defend and indemnify Metropolitan shall survive termination of this Reimbursement Agreement.

8. **Term.** This Reimbursement Agreement shall remain in effect for 24 months from the Effective Date, unless earlier terminated as set forth in paragraph 11. No later than 30 days after termination, all funds deposited with Metropolitan that have not been appropriated to a Task Order, shall be returned to County.

9. **Agreement Administrators.** In performing tasks for this Reimbursement Agreement, Metropolitan designates Shohreh Zareh and County designates Scott Staley as their respective Agreement Administrators. The Parties may change this designation upon written notice to the other Party.

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3.26.b

Attachment: Agreement (1890 : MWD Cajalco Reimbursement and Indemnity)

Attachment: Agreement (1890 : MWD Cajalco Reimbursement and Indemnity)

10. Notices. Any notice or communication given under this Reimbursement Agreement shall be effective upon receipt when deposited as registered or certified mail, postage prepaid, with the United States Postal Service and addressed to the contracting Parties as follows:

Metropolitan Water District of Southern California
Post Office Box 54153
Los Angeles, California 90054-0153
Attention: Shohreh Zareh

The County of Riverside, by and through the
Riverside County Transportation Department
3525 14th Street
Riverside CA 92501
Attention: Khalid Nasim

Either party may change the address to which notice or communication is to be sent by providing advance written notice to the other party.

11. Termination. Either Party may terminate this Reimbursement Agreement with or without cause by providing 30-day written notice of termination to the other party. Metropolitan shall have 30-days following termination, to release the uncommitted portion of any Task Order Deposits to County.

12. Assignment. Neither Metropolitan nor County may assign, transfer, convey, sublet or otherwise dispose of this Reimbursement Agreement, or its rights, obligations, title, and interest in all or any part of this Reimbursement Agreement, without the prior written consent of the other party.

13. Severability. If any provision of this Reimbursement Agreement shall be held illegal, invalid, or unenforceable, in whole or in part, such provision shall be modified to the

minimum extent necessary to make it legal, valid, and enforceable, and the legality, validity, and enforceability of the remaining provisions shall not be affected thereby.

14. **Jurisdiction and Venue.** This Reimbursement Agreement shall be deemed a contract under the laws of the State of California and for all purposes shall be interpreted in accordance with such laws. Both Parties hereby agree and consent to the exclusive jurisdiction of the Courts of Riverside County, State of California and the parties hereto expressly waive all provisions of law providing for the filing, removal or change of venue to any other court or jurisdiction.

15. **Waiver.** No delay or failure by either party to exercise or enforce at any time any right or provision of this Reimbursement Agreement shall be considered a waiver thereof or of such party's right thereafter to exercise or enforce each and every right and provision of this Reimbursement Agreement. To be valid, a waiver shall be in writing but need not be supported by consideration. No single waiver shall constitute a continuing or subsequent waiver.

16. **Entire Agreement.** This writing contains the entire agreement of the Parties relating to the subject matter hereof; and the Parties have made no agreements, representations, or warranties relating to the subject matter hereof which are not set forth herein. Except as provided herein, this Reimbursement Agreement may not be modified or altered without formal amendment thereto.

17. **Joint Drafting and Counterparts.** Both Parties have participated in the drafting of this Reimbursement Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

IN WITNESS THEREOF, Metropolitan and County have executed this Agreement as of the date hereinabove set forth.

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3.26.b

Attachment: Agreement (1890 : MWD Cajalco Reimbursement and Indemnity)

Approved as to form: By: _____ for Marcia L. Scully General Counsel Date: _____	THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA By: _____ Gordon Johnson Chief Engineer Date: 6/8/16

Approved as to form: By: _____ Chief Deputy County Counsel Date: 10/13/16	COUNTY OF RIVERSIDE, by and through the RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT By: _____ Date: _____

Attachment: Agreement (1890 : MWD Cajalco Reimbursement and Indemnity)

EXHIBIT 1

SAMPLE TASK ORDER FORM
(Use additional pages as necessary)

Task Order					
Task Order No.:		Agreement No.:		Revision No.:	
COUNTY:					
Authorized Resources / Other Costs:					
Scope of Services Required					
Deliverable Items / Milestones					
Period of Performance	From:		To:		
☐ Not to Exceed ☐ Fixed Price Amount	$				
Payment Schedule					
Special Terms & Conditions					
Approvals					
Authorized COUNTY Representative:			Date:		
COUNTY Agreement Administrator:			Date:		

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3.26.b

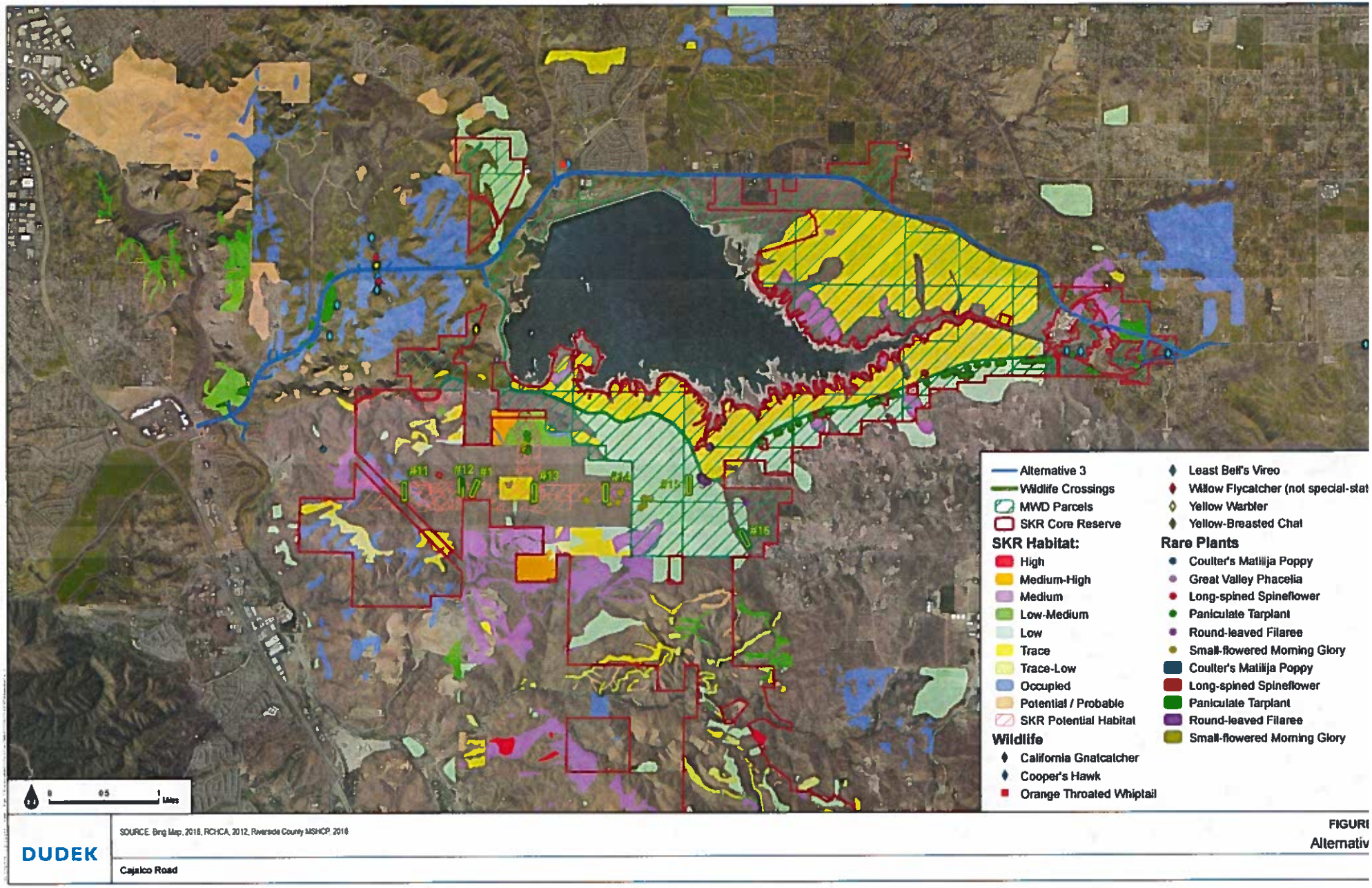
Attachment: Agreement (1890 : MWD Cajalco Reimbursement and Indemnity)

UDEK

SOURCE: Bing Map, 2016; RCHCA, 2012; Riverside County MSHCP, 2016

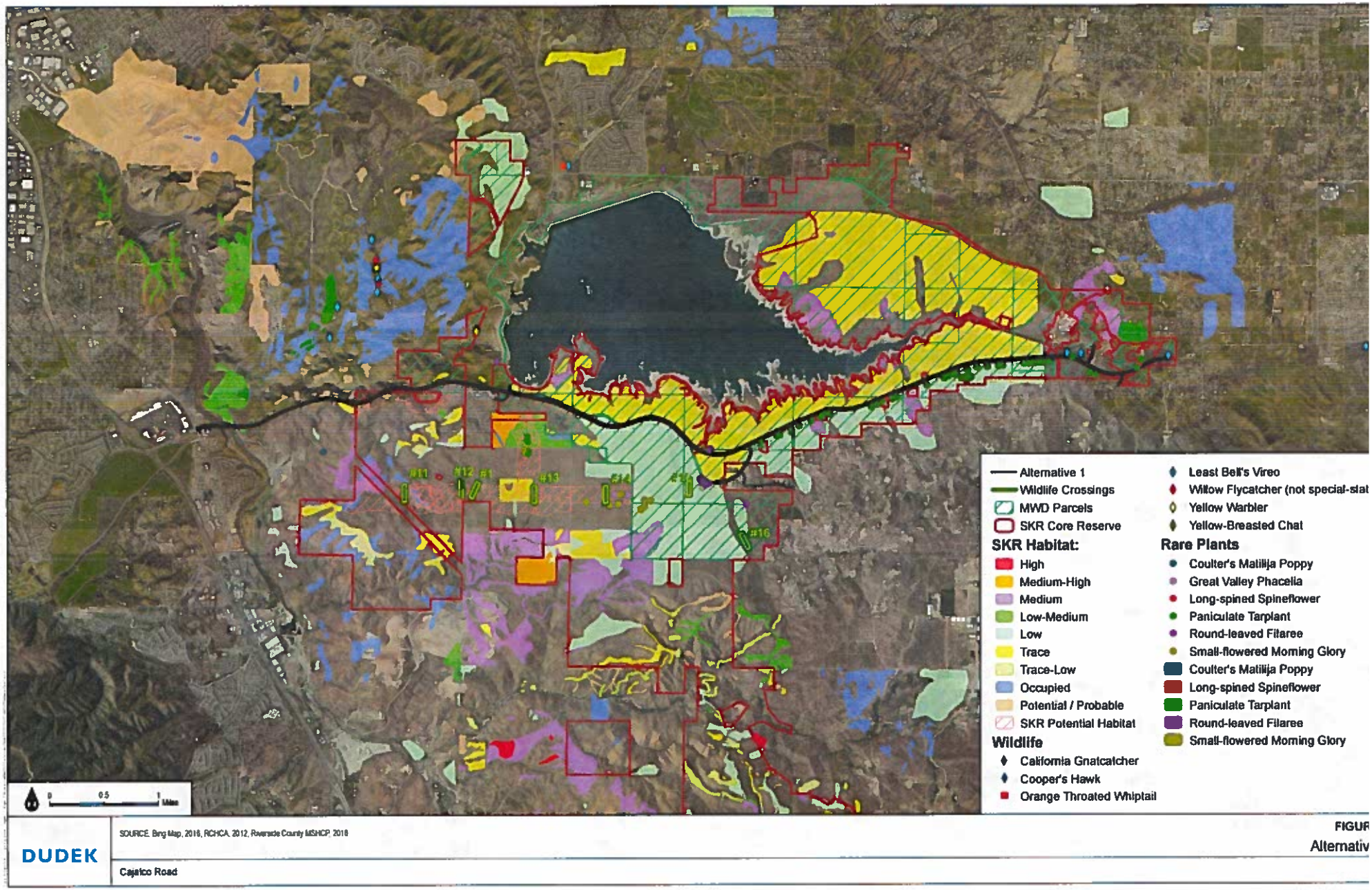
Cajalco Road

FIGURE 12
Alternative 4

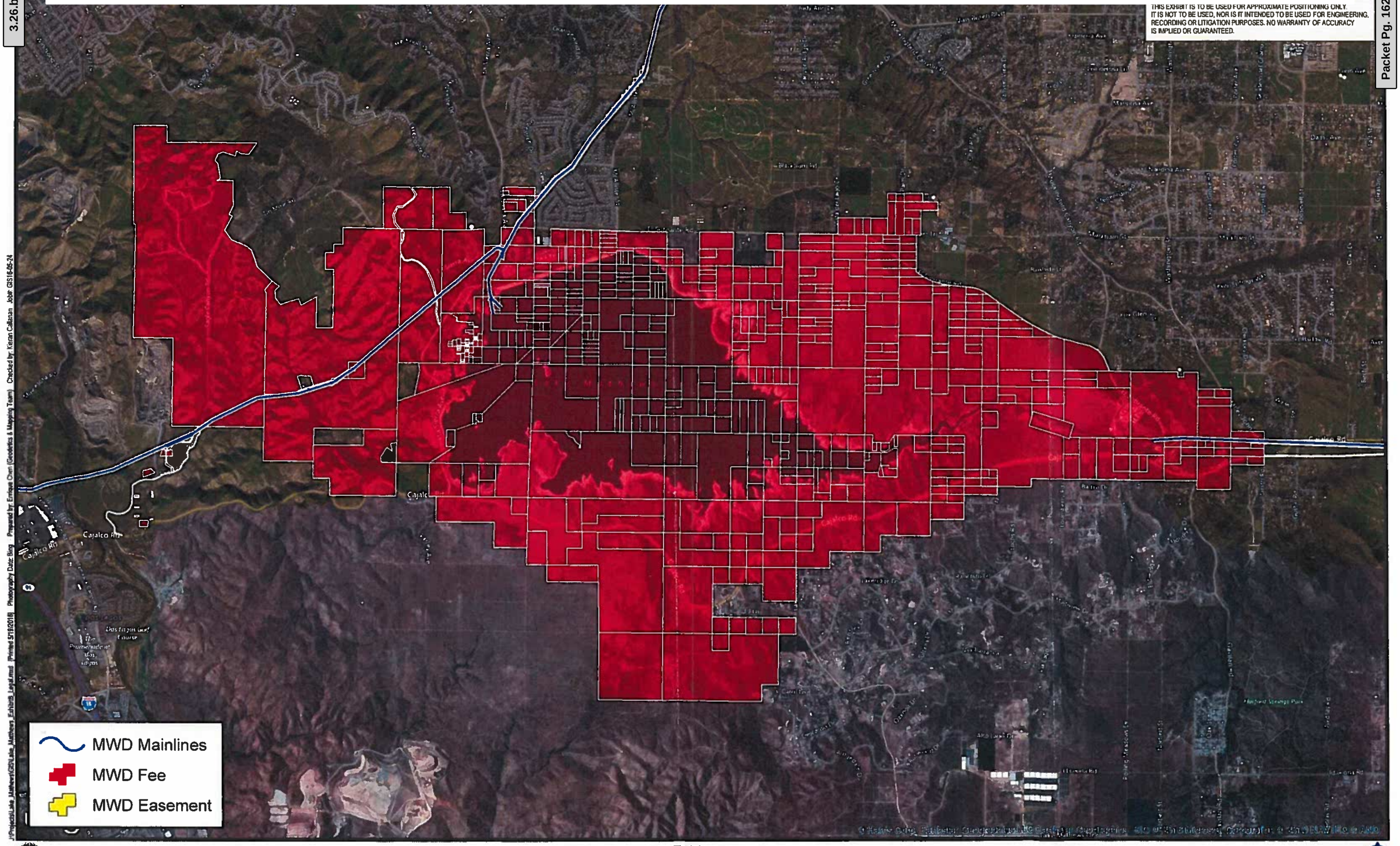


Attachment: Agreement (1890 : MWD Cajalco Reimbursement and Indemnity)

Alternative 2C
Wildlife Crossings
MWD Parcels
SKR Core Reserve
SKR Habitat:
High
Medium-High
Medium
Low-Medium
Low
Trace
Trace-Low
Occupied
Potential / Probable
SKR Potential Habitat
Wildlife
California Gnatcatcher
Cooper's Hawk
Orange Throated Whiptail
Least Bell's Vireo
Willow Flycatcher (not special-status)
Yellow Warbler
Yellow-Breasted Chat
Rare Plants
Coulter's Matilija Poppy
Great Valley Phacelia
Long-spined Spineflower
Paniculate Tarplant
Round-leaved Filaree
Small-flowered Morning Glory
Coulter's Matilija Poppy
Long-spined Spineflower
Paniculate Tarplant
Round-leaved Filaree
Small-flowered Morning Glory
#11
#12
#13
#14
#15
#16
0 0.5 1 Miles
SOURCE: Bing Map, 2016; RCHCA, 2012; Riverside County MSHCP, 2016
UDEK
Cajalco Road
FIGURE 10
Alternative 2C



Attachment: Agreement (1890 : MWD Cajalco Reimbursement and Indemnity)


THIS EXHIBIT IS TO BE USED FOR APPROXIMATE POSITIONING ONLY. IT IS NOT TO BE USED, NOR IS IT INTENDED TO BE USED FOR ENGINEERING, RECORDING OR LITIGATION PURPOSES. NO WARRANTY OF ACCURACY IS IMPLIED OR GUARANTEED.

The Metropolitan Water District of Southern California
Engineering Services Group

Exhibit A
Lake Mathews

Feet
0 600 1,200 2,400

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

Item **3.27**

SUBMITTAL DATE: September 29, 2016

FROM : TREASURER-TAX COLLECTOR:

SUBJECT: Renewal of Annual Delegation of Investment Authority to the County Treasurer; Ordinance Amendment No. 767.20, an Ordinance of the County of Riverside Amending Ordinance No. 767 Renewing the Delegation of Investment Authority to the County Treasurer, Exempt from CEQA

RECOMMENDED MOTION: That the Board of Supervisors:

1. Introduce Ordinance No. 767.20, delegating authority to the County Treasurer to invest and reinvest funds of the County and other depositors and to deposit for safekeeping certain instruments in identified financial institutions; and
2. Waive further reading of the ordinance.

Policy

Don Kent
Don Kent, Treasurer-Tax Collector 10/4/2016

BACKGROUND:

Summary

Government Code Section 27000.1 provides that, subject to Section 53607, the Board may by ordinance, delegate investment authority to the County Treasurer. Thereafter, the County

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	$ n/a	$ n/a	$ n/a	$ n/a
NET COUNTY COST	$ n/a	$ n/a	$ n/a	$ n/a
SOURCE OF FUNDS:			Budget Adjustment:	No
			For Fiscal Year:	16/17

C.E.O. RECOMMENDATION: APPROVE

BACKGROUND:

Summary (continued)

Treasurer assumes full responsibility for those transactions, and must make a monthly report of the transactions to the Board. Section 27000.3 requires that the Board is the fiduciary agent of

the County unless the Board has delegated that authority to the County Treasurer. Delegation of that authority is the norm and clearly anticipated in numerous code sections.

Section 53608 also allows the Board to delegate to the County Treasurer the Board's authority to deposit funds for safekeeping. Under these statutes, the delegation of authority to the County Treasurer may be revoked by ordinance at any time.

Ordinance No. 767.20 renews the Board's delegation to the County Treasurer of its authority to invest or reinvest funds of the County and other depositors in the County Treasury, to sell or exchange securities, and to deposit funds for safekeeping.

This amendment to Ordinance No. 767 is exempt from CEQA. The amendment merely renews the annual delegation of authority for the Treasurer to invest and keep safe funds of the County and other depositors in the County Treasury. This amendment is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA as reflected in CEQA Guidelines section 151061(b)(3). Because it can be seen with certainty that there is no possibility that the delegation of investment and safekeeping authority to the Treasurer may have a significant effect on the environment, the amendment of Ordinance 767 to provide for that delegation is exempt from CEQA.

County Counsel has approved the ordinance amendment as to form.

Impact on Residents and Businesses

No impact.

ATTACHMENTS (if any, in this order):

Ordinance Amendment No. 767.20

ORDINANCE NO. 767.20

AN ORDINANCE OF THE COUNTY OF RIVERSIDE AMENDING ORDINANCE NO. 767 DELEGATING AUTHORITY TO THE COUNTY TREASURER TO INVEST AND REINVEST FUNDS OF THE COUNTY AND OTHER DEPOSITORS AND TO DEPOSIT FOR SAFEKEEPING CERTAIN INSTRUMENTS IN IDENTIFIED FINANCIAL INSTITUTIONS

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

Section 1. Subsection a. of Section 3. of Ordinance No. 767 is amended to read as follows:

"a. The authority to invest or to reinvest funds of a local agency, or to sell or exchange securities so purchased for a period of one year from the effective date of this ordinance with such delegation expiring on December 9, 201 The County Treasurer shall assume full responsibility for these transactio until the Board of Supervisors either revokes this delegation of authority b ordinance or until the delegation expires. The Board of Supervisors ma renew this delegation of authority for subsequent one-year periods b adopting an amendment to this ordinance."

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FORM APPROVED COUNTY COUNSEL
BY DALE A. GARDNER DATE 9/27/16

Attachment: RCO NO 767.20 (2560 : Introduction of Ordinance 767.20 Renewing County Treasurer's Investment Authority)

Section 2. This ordinance shall take effect thirty (30) days after its adoption.

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

By:_____
Chairman

ATTEST:

CLERK OF THE BOARD:

By:_____
Deputy

(SEAL)

Attachment: RCO NO 767.20 (2560 : Introduction of Ordinance 767.20 Renewing County Treasurer's Investment Authority)

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

Item **3.28**

SUBMITTAL DATE: September 20, 2016

FROM : TREASURER-TAX COLLECTOR:

SUBJECT: Proposed Sale of Tax-Defaulted Land to the Alvord Unified School District by Agreement to Purchase Tax-Defaulted Property Number 4437. District(s) 1. [$0].

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the sale of tax-defaulted parcel(s) 151090002-4 to the Alvord Unified School District.
2. Authorize the Chairman of the Board to sign both Agreements and have them returned along with the supporting documentation (exhibits "A" through "D") to the Treasurer-Tax Collector for transmittal to the State Controller.

Policy

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	$ 0	$ 0	$ 0	$ 0
NET COUNTY COST	$ 0	$ 0	$ 0	$ 0
SOURCE OF FUNDS:			Budget Adjustment: No	
			For Fiscal Year: 16/17	

C.E.O. RECOMMENDATION: APPROVE

BACKGROUND:

Summary

Sales to public agencies of this type of property, subject to a recorded Notice of Power to Sell for non-payment of property taxes as required by law, are provided for pursuant to Chapter 8 of the California Revenue and Taxation Code, Section 3771 et. seq. The Agreement to Purchase Tax-Defaulted Property, including exhibit "A" through exhibit "D", are attached. These exhibits include Resolution 31 from the Alvord Unified School District.

Parcel number 151090002-4 is located in the City of Riverside in District #1.

The purchase price of $78,106.33 was determined pursuant to Section 3793.1 of the California Revenue and Taxation Code, State of California, which represents the full redemption amount. The purchase price includes the cost of advertising, pursuant to Section 3793.1 (a) of the California Revenue and Taxation Code.

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

Please note that even after approval by the Board of Supervisors and authorization by the State Controller, the right of redemption on this property remains until the effective date of the Agreement.

Impact on Residents and Businesses

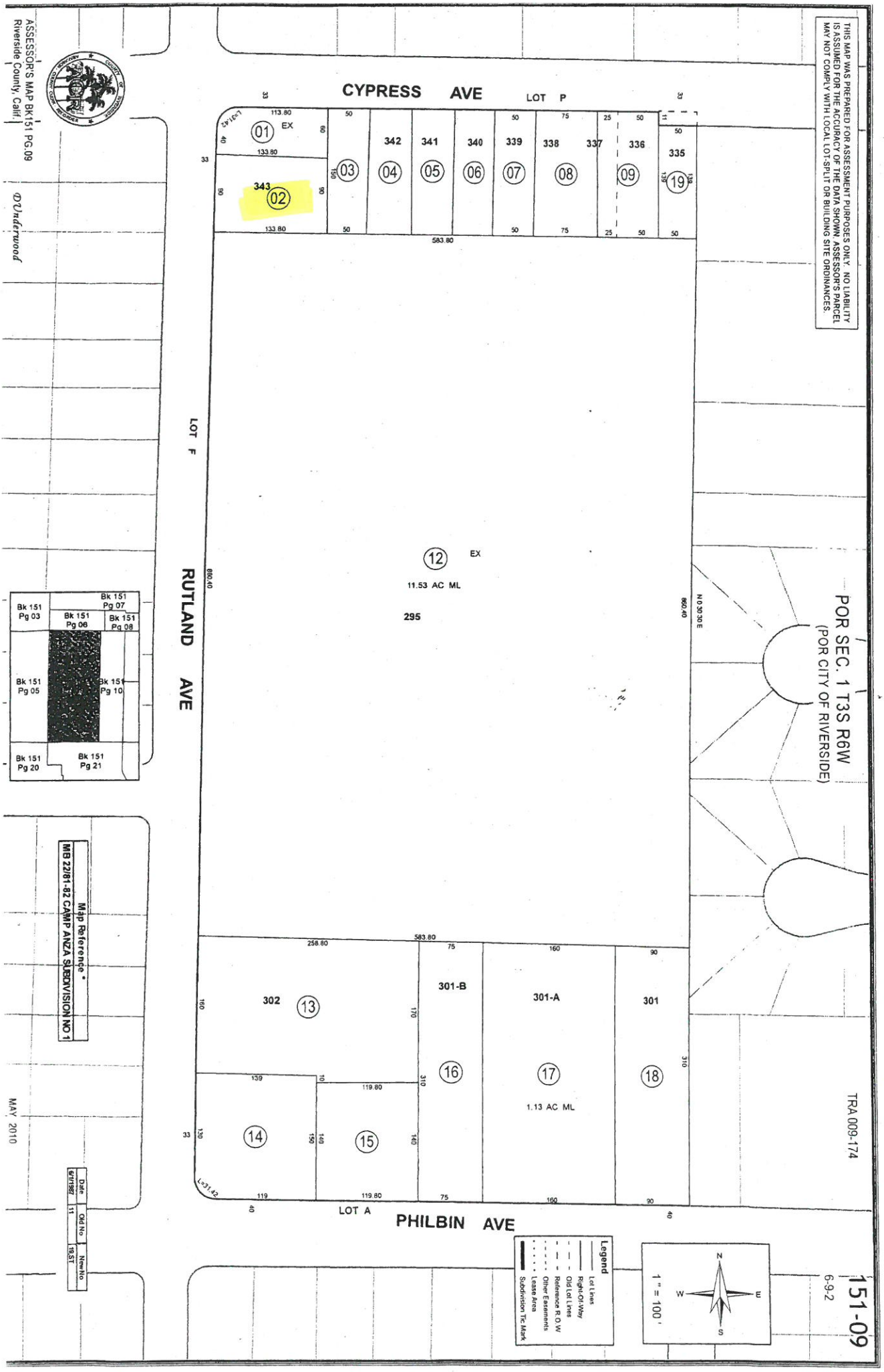
Alvord Unified School District is purchasing this property to allow the district to expand its services to the community to include installation of classrooms or other facilities, creation of playground or other recreational spaces, a student drop-off area, and/or vehicle parking for school staff and/or visitors.

ATTACHMENTS (if any, in this order):

A copy of the Assessor's maps numbered 151-09 pertaining to the parcels listed above is attached for reference.

Two (2) Agreements both numbered 4437 being executed in counterparts, each of which constitutes an original and

One (1) copy of the supporting documentation labeled exhibits "A" through "D".



Attachment: MAP 151-09 (2430 : AGREEMENT OF SALE #4437)

AGREEMENT TO PURCHASE TAX-DEFAULTED PROPERTY

This Agreement **4437** is made this _____day of _____, 20___, by and between the Board of Supervisors of Riverside County, State of California, and the **Alvord Unified School District** ("PURCHASER"), pursuant to the provisions of Division 1, Part 6, Chapter 8, of the Revenue and Taxation Code.

On **March 29, 2016**, the **Alvord Unified School District** applied to purchase the subject properties (Exhibit "A").

The real property situated within said County, hereinafter set forth and described in Exhibit "B" attached hereto and made a part hereof, is tax-defaulted and is subject to the Power of Sale by the Tax Collector (Exhibit "C") of said County for the nonpayment of taxes, pursuant to provisions of law.

A certified copy of the Resolution authorizing the purchase of the property by the **Alvord Unified School District** is attached as Exhibit "D".

It is mutually agreed as follows:

1. That as provided by section 3800 of the Revenue and Taxation Code, the cost of giving notice of this Agreement shall be paid by the PURCHASER, and;

2. That the PURCHASER agrees to pay the sum of **$78,106.33** for the real property described in Exhibit "B" within fourteen (14) days after the date this Agreement becomes effective. Upon payment of said sum to the Tax Collector, the Tax Collector shall execute and deliver a deed conveying title of said property to PURCHASER;

3. That the PURCHASER agrees to use the parcel(s) for public purpose under the following intent: **The Property would allow the District to expand its services to the community to include installation of classrooms or other facilities, creation of playground or other recreational spaces, a student drop-off area, and/or vehicle parking for school staff and/or visitors.**

4. That, if said Purchaser is a taxing agency as defined in the Revenue and Taxation Code, section 121 or any other agency that receives its revenue share under the provisions of Division 1, Part 8, Chapter 3 of the Revenue and Taxation Code, it will not share in the distribution of the payment required by the Agreement as defined by section 3791 and section 3720 of the Revenue and Taxation Code.

5. If the intended schedule and effective date of the Agreement is delayed, the Purchaser and the Board of Supervisors will renegotiate the increase of the purchase price amount accordingly.

If all or any portion of any individual parcel described in this Agreement is redeemed prior to the effective date of this Agreement, this Agreement shall be null and void as to that individual parcel. This Agreement shall also become null and void and the right of redemption restored upon the PURCHASER'S failure to comply with the terms and condition of this Agreement.

Attachment: TWO AGREEMENTS #4437 (2430 : AGREEMENT OF SALE #4437)

The undersigned hereby agree to the terms and conditions of this Agreement and are duly authorized to sign for said agencies.

This document is being executed in counterpart, each of which constitutes an original.

ATTEST:

ALVORD UNIFIED SCHOOL DISTRICT
(Purchaser)

By Ysidro Salazar, Ed.D. Superintendent
(Signature and Title)
Ysidro Salazar, Ed.D.
(Print) Superintendent

(seal)

Pursuant to the provisions of California Revenue and Taxation Code section 3775, the governing body of the **City of Riverside** hereby agrees to the selling price as provided in this agreement for parcel **151090002-4**.

ATTEST: **CITY OF RIVERSIDE**

Deputy

By
Mayor

(seal)

Attachment: TWO AGREEMENTS #4437 (2430 : AGREEMENT OF SALE #4437)

The undersigned hereby agree to the terms and conditions of this Agreement and are duly authorized to sign for said agencies.

This document is being executed in counterpart, each of which constitutes an original.

ATTEST:

ALVORD UNIFIED SCHOOL DISTRICT
(Purchaser)

By _____
(Signature and Title)

_____
(Print)

(seal)

Pursuant to the provisions of California Revenue and Taxation Code section 3775, the governing body of the **City of Riverside** hereby agrees to the selling price as provided in this agreement for parcel **151090002-4**.

ATTEST: **CITY OF RIVERSIDE**

~~Deputy~~ City Clerk

By _____
City Manager

(seal)

APPROVED AS TO FORM

DEPUTY CITY ATTORNEY

AGREEMENT 4437
ALVORD UNIFIED SCHOOL DISTRICT

Attachment: TWO AGREEMENTS #4437 (2430 : AGREEMENT OF SALE #4437)

ATTEST: BOARD OF SUPERVISORS

KECIA HARPER-IHEM
Clerk to the Board of Supervisors

By _____
Deputy

By _____
Chairman of the Board of Supervisors

(Seal)

Pursuant to the provisions of California Revenue and Taxation Code section 3795, the Controller approves the foregoing Agreement this _____day of_____, 20____.

BETTY T. YEE, CALIFORNIA STATE CONTROLLER

By _____

AGREEMENT 4437
ALVORD UNIFIED SCHOOL DISTRICT

Attachment: TWO AGREEMENTS #4437 (2430 : AGREEMENT OF SALE #4437)

AGREEMENT TO PURCHASE TAX-DEFAULTED PROPERTY

This Agreement **4437** is made this _____day of _____, 20___, by and between the Board of Supervisors of Riverside County, State of California, and the **Alvord Unified School District** ("PURCHASER"), pursuant to the provisions of Division 1, Part 6, Chapter 8, of the Revenue and Taxation Code.

On **March 29, 2016**, the **Alvord Unified School District** applied to purchase the subject properties (Exhibit "A").

The real property situated within said County, hereinafter set forth and described in Exhibit "B" attached hereto and made a part hereof, is tax-defaulted and is subject to the Power of Sale by the Tax Collector (Exhibit "C") of said County for the nonpayment of taxes, pursuant to provisions of law.

A certified copy of the Resolution authorizing the purchase of the property by the **Alvord Unified School District** is attached as Exhibit "D".

It is mutually agreed as follows:

1. That as provided by section 3800 of the Revenue and Taxation Code, the cost of giving notice of this Agreement shall be paid by the PURCHASER, and;

2. That the PURCHASER agrees to pay the sum of **$78,106.33** for the real property described in Exhibit "B" within fourteen (14) days after the date this Agreement becomes effective. Upon payment of said sum to the Tax Collector, the Tax Collector shall execute and deliver a deed conveying title of said property to PURCHASER;

3. That the PURCHASER agrees to use the parcel(s) for public purpose under the following intent: **The Property would allow the District to expand its services to the community to include installation of classrooms or other facilities, creation of playground or other recreational spaces, a student drop-off area, and/or vehicle parking for school staff and/or visitors.**

4. That, if said Purchaser is a taxing agency as defined in the Revenue and Taxation Code, section 121 or any other agency that receives its revenue share under the provisions of Division 1, Part 8, Chapter 3 of the Revenue and Taxation Code, it will not share in the distribution of the payment required by the Agreement as defined by section 3791 and section 3720 of the Revenue and Taxation Code.

5. If the intended schedule and effective date of the Agreement is delayed, the Purchaser and the Board of Supervisors will renegotiate the increase of the purchase price amount accordingly.

If all or any portion of any individual parcel described in this Agreement is redeemed prior to the effective date of this Agreement, this Agreement shall be null and void as to that individual parcel. This Agreement shall also become null and void and the right of redemption restored upon the PURCHASER'S failure to comply with the terms and condition of this Agreement.

Attachment: TWO AGREEMENTS #4437 (2430 : AGREEMENT OF SALE #4437)

The undersigned hereby agree to the terms and conditions of this Agreement and are duly authorized to sign for said agencies.

This document is being executed in counterpart, each of which constitutes an original.

ATTEST:

ALVORD UNIFIED SCHOOL DISTRICT
(Purchaser)

By Ysidro Salazar, Ed.D. Superintendent
(Signature and Title)
Ysidro Salazar, Ed.D.
(Print) Superintendent

(seal)

Pursuant to the provisions of California Revenue and Taxation Code section 3775, the governing body of the **City of Riverside** hereby agrees to the selling price as provided in this agreement for parcel **151090002-4**.

ATTEST: **CITY OF RIVERSIDE**

Deputy

By Mayor

(seal)

Attachment: TWO AGREEMENTS #4437 (2430 : AGREEMENT OF SALE #4437)

The undersigned hereby agree to the terms and conditions of this Agreement and are duly authorized to sign for said agencies.

This document is being executed in counterpart, each of which constitutes an original.

ATTEST:

ALVORD UNIFIED SCHOOL DISTRICT
(Purchaser)

By _____
(Signature and Title)

_____
(Print)

(seal)

Pursuant to the provisions of California Revenue and Taxation Code section 3775, the governing body of the **City of Riverside** hereby agrees to the selling price as provided in this agreement for parcel **151090002-4**.

ATTEST: **CITY OF RIVERSIDE**

~~Deputy~~ City Clerk

By _____
City Manager

(seal)

APPROVED AS TO FORM

DEPUTY CITY ATTORNEY

AGREEMENT 4437
ALVORD UNIFIED SCHOOL DISTRICT

Attachment: TWO AGREEMENTS #4437 (2430 : AGREEMENT OF SALE #4437)

ATTEST: BOARD OF SUPERVISORS

KECIA HARPER-IHEM
Clerk to the Board of Supervisors

By _____
Deputy

By _____
Chairman of the Board of Supervisors

(Seal)

Pursuant to the provisions of California Revenue and Taxation Code section 3795, the Controller approves the foregoing Agreement this _____day of_____, 20____.

BETTY T. YEE, CALIFORNIA STATE CONTROLLER

By _____

Attachment: TWO AGREEMENTS #4437 (2430 : AGREEMENT OF SALE #4437)

EXHIBIT "A"

PURCHASE APPLICATION

LETTER RE: PUBLICATION

CHAPTER 7 FORM 11 (NA)

CHAPTER 7 PUBLICATION (NA)

Attachment: SUPPORTING DOCUMENTATION EXHIBITS A THROUGH D (2430 : AGREEMENT OF SALE #4437)

Application to Purchase Tax-Defaulted Property from County

This application must be completed by eligible purchasing entity to commence purchase of tax-defaulted property by Agreement sale from the county under applicable provisions of the California Revenue and Taxation Code. Complete the following sections and supply supporting documentation. Completion of this application **does not** guarantee purchase approval.

A. Purchaser Information

1. Name of Organization: Alvord Unified School District
2. Mailing Address: 9 KPC Parkway, Corona, CA 92879
3. Contact Person: Kevin Emenaker Phone: (951) 509-5040
4. Corporate Structure – check the appropriate box below and provide the corresponding information:
   - ☐ Nonprofit Organization– **provide Articles of Incorporation (if more than ten years old an update is required)**
   - ☒ Public Agency– **provide** *Mission Statement on Letterhead* **and if Redevelopment Agency or Special District, also provide Jurisdiction Map**
5. Vesting Name: Alvord Unified School District

B. Purchasing Information

Determine which category the parcel falls under and then check the appropriate box as it relates to the purchasing Entity's corporate structure and the intended use of the parcel: **(Note: From the six choices, check only one)**

Category A: Parcel **is *currently*** scheduled for a Chapter 7 tax sale (Attach a separate letter objecting to the sale of the parcel)

- ☐ Purchase by **Tax Agency/Revenue District** to preserve its lien (circle one)
- ☐ Purchase by **Tax Agency, State, County, Revenue District, Special District**, or **Redevelopment Agency** for public purpose **(circle one)**
- ☐ Purchase by Nonprofit to use parcel(s) for **low-income housing purpose** or **to preserve open space**

Category B: Parcel is ***not*** currently scheduled for a Ch. 7 tax sale(Attach a separate letter objecting to the sale of the parcel)

- ☒ Purchase by **Taxing Agency** for public purpose
- ☐ Purchase by **State, County, Revenue District, Special District**, or **Redevelopment Agency** for public purpose **(circle one)**
- ☐ Purchase by Nonprofit to use parcel(s) for **low-income housing purpose** or **to preserve open space**

C. Property Detail

Provide the following information. If there is **more** than **one** parcel or you need more space for any of the criteria, consolidate the information into a separate **"Exhibit"** document and attach it to this application:

1. County where the Parcel is located: Riverside
2. Assessor's Parcel Number **(if only one, list here more than one list on separate sheet)**: 151090002-4
3. State the purpose and intended use for the Parcel: The Property is located between two lots owned by the district and adjacent to existing school site. The Property would allow the District to expand its services to the community.

D. Acknowledgement Detail

Provide the signature of the purchasing entity's authorized officer

Sid Salazar	(951) 509-5070		
Print Name	**Contact Number**		
Sid Salazar	Superintendent of Schools	3/29/2016	
Authorizing Signature	**Title**	**Date**	

AGF-2 (SCO 8-16)

Attachment: SUPPORTING DOCUMENTATION EXHIBITS A THROUGH D (2430 : AGREEMENT OF SALE #4437)

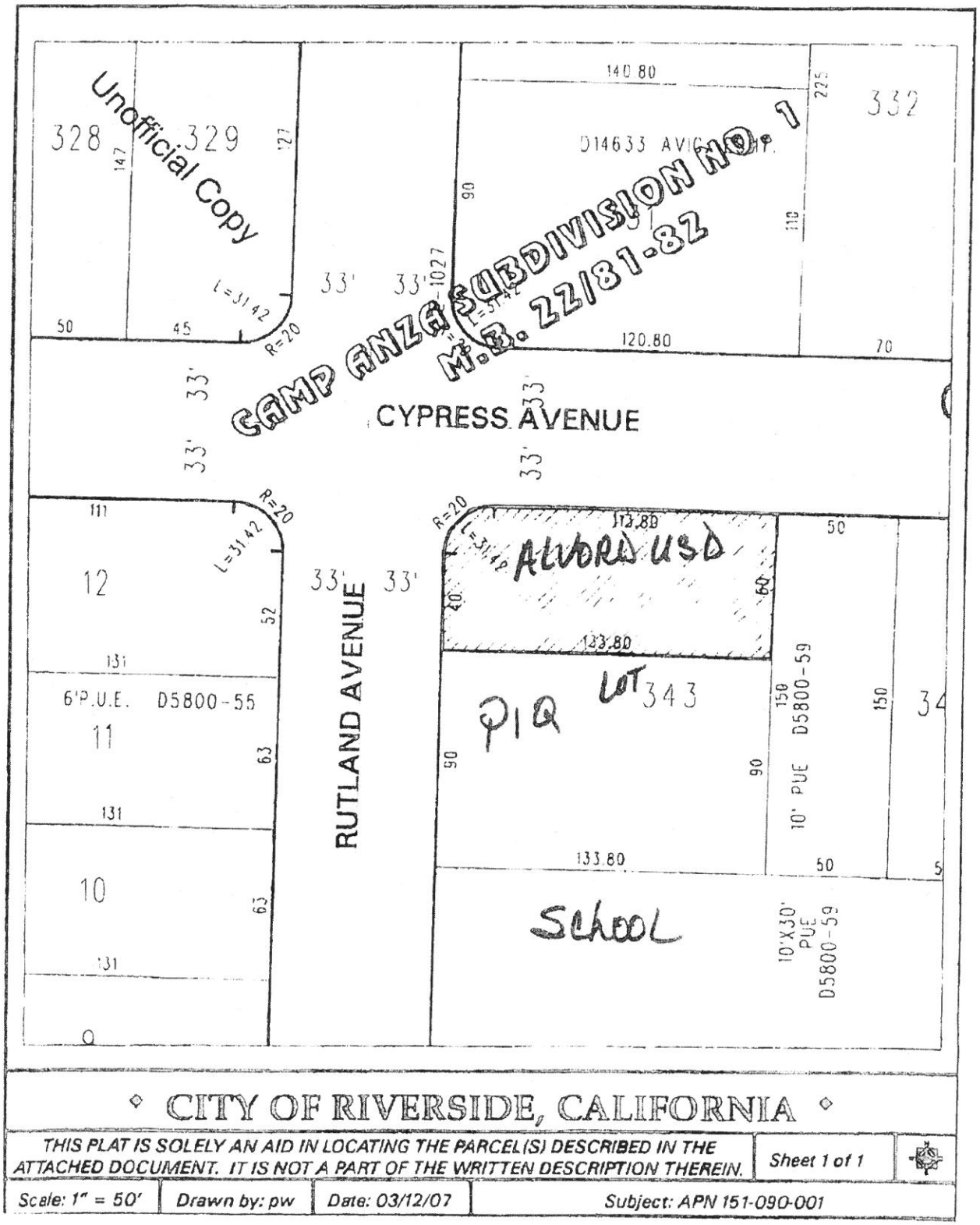
Alvord Unified School District

10365 Keller Avenue
Riverside, CA 92505
Phone: (951) 509-5000 Fax: (951) 351-6646



Attachment: SUPPORTING DOCUMENTATION EXHIBITS A THROUGH D (2430 : AGREEMENT OF SALE #4437)

DOC # 2011-0310692
Page 4 of 7 07/15/2011 08.00 AM



Attachment: SUPPORTING DOCUMENTATION EXHIBITS A THROUGH D (2430 : AGREEMENT OF SALE #4437)

ALVORD UNIFIED SCHOOL DISTRICT

9 KPC Parkway • Corona, California 92879 Telephone: (951) 509-5000 Fax: (951) 509-6070

BOARD OF EDUCATION

CAROLYN M. WILSON
President

ART KASPEREEN, JR.
Vice President

JULIE A. MORENO
Clerk

ROBERT SCHWANDT
Member

BEN JOHNSON II
Member

ADMINISTRATION

SID SALAZAR, Ed.D.
Superintendent of Schools

VIRGINIA EVES
Assistant Superintendent
Instructional Support Services

KIRK SKORPANICH
Assistant Superintendent
Human Resources Development

AMI SHACKELFORD
Chief Financial Officer

SHAWN T. LOESCHER
Executive Director
Initiatives, Innovation & Communications

KEVIN EMENAKER
Executive Director
Administrative Services

alvordschools.org

March 21, 2016

Michelle Bryant-August
Senior Accounting Assistant
Riverside County Treasurer-Tax Collector's Office
4080 Lemon Street, 4th Floor
P.O. Box 12005
Riverside, CA 92502

Subject: Objection to Chapter 7 Sale of Parcels 151090002-4

Dear Michelle,

The Alvord Unified School District objects to the Chapter 7 sale of the above referenced parcel. The purpose and intended use for the parcel is as follows:

APN	Purpose and Intended Use of Parcel
151090002-4	The Property would allow the District to expand its services to the community to include installation of classrooms or other facilities, creation of playground or other recreational spaces, a student drop-off area, and/or vehicle parking for school staff and/or visitors.

If you have any questions, please feel free to contact me at (951) 509-6110. Thank you

Sincerely,

Kevin Emenaker
Executive Director,
Administrative Services

KE:ac

Attachment: SUPPORTING DOCUMENTATION EXHIBITS A THROUGH D (2430 : AGREEMENT OF SALE #4437)

JON CHRISTENSEN
ASSISTANT TREASURER-TAX COLLECTOR

DEBBIE BASHE
INFORMATION TECHNOLOGY OFFICER

GIOVANE PIZANO
INVESTMENT MANAGER

KIEU NGO
FISCAL MANAGER

DON KENT
TREASURER

MATT JENNINGS
CHIEF DEPUTY TREASURER-TAX COLLECTOR

MELISSA JOHNSON
CHIEF DEPUTY TREASURER-TAX COLLECTOR

ADRIANNA GOMEZ
ADMINISTRATIVE SERVICES MANAGER I

RE: Alvord Unified School District
9 KPC Parkway
Corona, CA 92879

The parcel number listed below is not part of a publication because it has not been on a tax sale.

151090002-4

Attachment: SUPPORTING DOCUMENTATION EXHIBITS A THROUGH D (2430 : AGREEMENT OF SALE #4437)

EXHIBIT "B"

LEGAL DESCRIPTION

MAPS

Attachment: SUPPORTING DOCUMENTATION EXHIBITS A THROUGH D (2430 : AGREEMENT OF SALE #4437)

PARCEL 1

IN THE CITY OF RIVERSIDE

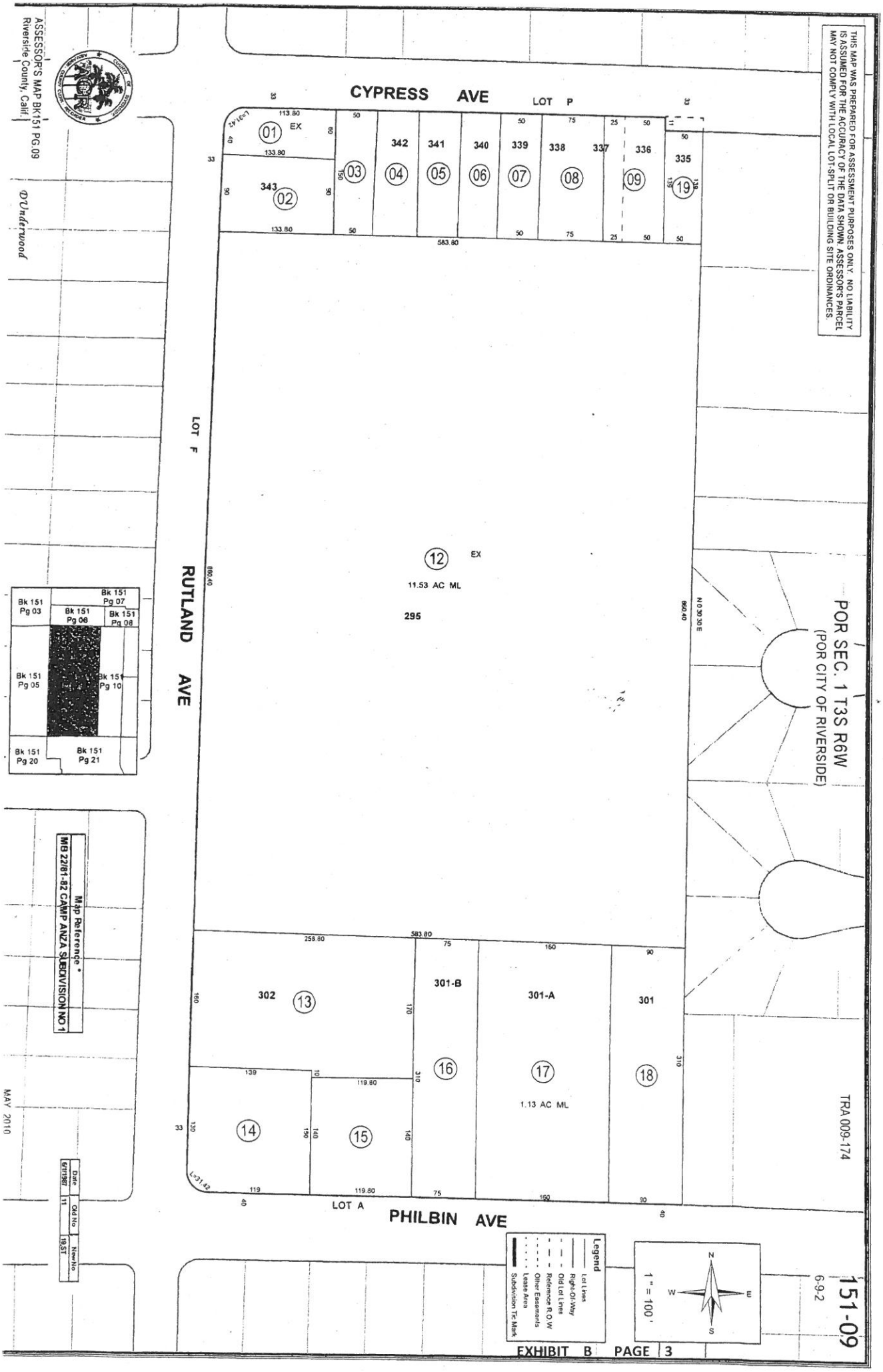
Parcel Number: 151090002-4
First Year Delinquent: 2006-2007
Purchase Price $78,106.33

Assessment Number: 151090002-4
Default Number: 2007-151090002-0000
TRA 009-174

Situs Address: NONE
Last Assessed to: BARTH JACK ESTATE OF & SEABOARD FINANCE INC
Legal Description.....

LOT 343 OF CAMP ANZA SUBDIVISION NO. 1 , AS SHOWN BY MAP ON FILE IN BOOK 22, PAGES 91 AND 92 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA; EXCEPTING THEREFROM THE NORTHERLY 60 FEET; SAID NORTHERLY 60 FEET BEING MEASURED ALONG THE EASTERLY LINE OF SAID LOT; ALSO EXCEPTING FROM THE REMAINDER OF SAID LOT AND EASTERLY 50 FEET THEREOF.

Attachment: SUPPORTING DOCUMENTATION EXHIBITS A THROUGH D (2430 : AGREEMENT OF SALE #4437)



Attachment: SUPPORTING DOCUMENTATION EXHIBITS A THROUGH D (2430 : AGREEMENT OF SALE #4437)

EXHIBIT "C"

NOTICE OF POWER TO SELL TAX-DEFAULTED PROPERTY

Attachment: SUPPORTING DOCUMENTATION EXHIBITS A THROUGH D (2430 : AGREEMENT OF SALE #4437)

TREASURER-TAX COLLECTOR
STOP 1110

DON KENT
TAX COLLECTOR
4080 LEMON ST - 4TH FLOOR
RIVERSIDE, CALIFORNIA 92501

DOC # 2012-0366535
08/03/2012 08:00A Fee:NC
Page 1 of 2
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder

S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
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					T:		CTY	UNI	

00914 PRESS-ENTERPRISE

M 074

NOTICE OF POWER TO SELL TAX-DEFAULTED PROPERTY

Which, pursuant to law was declared to be Tax-Defaulted on JUNE 30, 2007

for the nonpayment of delinquent taxes in the amount of $12,645.58

for the fiscal year 2006-2007, Default Number 2007-151090002-0000

Notice is hereby given by the Tax Collector of RIVERSIDE County that pursuant to Revenue and Taxation Code §3691 the property described herein is subject to sale for nonpayment of taxes and will be sold unless the amount required to redeem the property is paid to the Tax Collector of said County before sale. The real property subject to this notice is assessed to:

C 074

BARTH JACK ESTATE OF & SEABOARD FINANCE INC

and is situated in said county, State of California, described as follows: 151090002-4 (Assessor's Parcel Number)

SEE PAGE 2 ENTITLED LEGAL DESCRIPTION

State of California Executed on
RIVERSIDE County JULY 1, 2012 By Don Kent
Tax Collector

On 07/23/2012, before me, Larry W. Ward, Assessor, Clerk-Recorder, personally appeared Don Kent, Treasurer and Tax Collector for Riverside County, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.
Larry W. Ward, Assessor, Clerk Recorder

By: _____ Deputy Seal

COUNTY CLERK, RIVERSIDE COUNTY ★ CALIFORNIA ★

§§3691, 3691.1, 3691.2 R&T Code

TDL 7-01 (1-98)

Attachment: SUPPORTING DOCUMENTATION EXHIBITS A THROUGH D (2430 : AGREEMENT OF SALE #4437)

151090002-4

LEGAL DESCRIPTION

IN THE CITY OF RIVERSIDE

LOT 343 OF CAMP ANZA SUBDIVISION NO. 1 , AS SHOWN BY MAP ON FILE IN BOOK 22, PAGES 91 AND 92 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA; EXCEPTING THEREFROM THE NORTHERLY 60 FEET; SAID NORTHERLY 60 FEET BEING MEASURED ALONG THE EASTERLY LINE OF SAID LOT; ALSO EXCEPTING FROM THE REMAINDER OF SAID LOT AND EASTERLY 50 FEET THEREOF.

Attachment: SUPPORTING DOCUMENTATION EXHIBITS A THROUGH D (2430 : AGREEMENT OF SALE #4437)

Order: Non-Order Search Doc: RV:2012 00366535

EXHIBIT "D"

RESOLUTION NUMBER 31

MISSION STATEMENT

Attachment: SUPPORTING DOCUMENTATION EXHIBITS A THROUGH D (2430 : AGREEMENT OF SALE #4437)

RESOLUTION NO. 31

RESOLUTION OF THE BOARD OF EDUCATION
OF THE ALVORD UNIFIED SCHOOL DISTRICT
RELATING TO PROPOSED PURCHASE OF PROPERTY
LOCATED ADJACENT TO ARLANZA ELEMENTARY SCHOOL

WHEREAS, the Alvord Unified School District ("District") is a public school district existing and operating pursuant to California law, which provides educational, recreational and other services and programs within the District's boundaries; and

WHEREAS, the District owns and operates the Arlanza Elementary School, a public elementary school located at 5891 Rutland Avenue, in the City of Riverside, County of Riverside, State of California, and identified as Riverside County Assessor Parcel No. 151-090-012; and

WHEREAS, Arlanza Elementary School is located to the east of the intersection of Rutland Avenue and Cypress Avenue, and the District also owns the lot located at the northeast corner of such intersection, which lot is identified as Riverside County Assessor Parcel No. 151-090-001 ("Existing District Lot"); and

WHEREAS, there is a single lot located on Rutland Avenue between Arlanza Elementary School and the Existing District Lot, identified as Riverside County Assessor Parcel No. 151-090-002-4, Property Legal Description POR LOT 343 MB 022/081 CAMP ANZA SUB NO. 1 ("Lot No. 2"), and Lot No. 2 is within the District's jurisdictional boundaries; and

WHEREAS, the Riverside County Treasurer-Tax Collector ("Tax Collector") has initiated procedures to sell Lot No. 2 because of non-payment of real property taxes that were legally levied and were a lien against Lot No. 2; and

WHEREAS, the District desires to acquire Lot No. 2 for public purposes associated with Arlanza Elementary School, to possibly include, in conjunction with the Existing District Lot, installation of classrooms or other facilities, creation of playground or other recreational spaces, a student drop-off area, and/or vehicle parking for school staff and/or visitors; and

WHEREAS, the District submitted to the Tax Collector an application for the District to purchase Lot No. 2 and, by letter dated April 7, 2016, the Tax Collector informed the District that the minimum bid for Lot No. 2 is $78,106.33 ("Minimum Bid Amount"); and

WHEREAS, in accordance with the California Revenue and Taxation Code ("RTC"), in order for the District to directly purchase Lot No. 2 pursuant to Division 1, Part 6, Chapter 8 (commencing with Section 3771) of the RTC, the District, by duly approved resolution, must formally object to the public sale of Lot No. 2 pursuant to Division 1, Part 6, Chapter 7 (commencing with Section 3691) of the RTC, and must make a formal offer to purchase Lot No. 2; and

WHEREAS, a copy of the resolution described in the foregoing recital must be submitted to the Tax Collector, along with the District's mission statement on separate District letterhead, to be included in an agreement for purchase of Lot No. 2; and

Attachment: SUPPORTING DOCUMENTATION EXHIBITS A THROUGH D (2430 : AGREEMENT OF SALE #4437)

WHEREAS, in connection with its application and offer to purchase Lot No. 2, the District will be responsible for all costs incurred by the Tax Collector in connection with the sale of Lot No. 2 to the District, including, among possible others, the costs to publish legal notice of the sale in the Press Enterprise newspaper, to send notice by registered mail to parties that may have an interest in Lot No. 2, and to give notice of the agreement providing for sale of Lot No. 2 to the District, regardless of whether Lot No.2 is redeemed and the agreement thereby nullified; and

WHEREAS, if the agreement for sale of Lot No. 2 duly takes effect, the District will be required to pay the purchase funds to the Tax Collector within fourteen days thereafter;

NOW THEREFORE, the Board of Education of the Alvord Unified School District ("Board of Education") does hereby resolve, determine and order as follows:

Section 1. The Board of Education, on behalf of the District, hereby objects to the sale of Lot No. 2 (indentified, as noted, as Riverside County Assessor Parcel No. 151-090-002-4) pursuant to Division 1, Part 6, Chapter 7 (commencing with Section 3691) of the RTC.

Section 2. The Board of Education, on behalf of the District, hereby offers to purchase Lot No. 2 (indentified, as noted, as Riverside County Assessor Parcel No. 151-090-002-4) pursuant to Division 1, Part 6, Chapter 8 (commencing with Section 3771) of the RTC, for the Minimum Bid Amount.

Section 3. The Board of Education hereby authorizes and directs the District to reimburse the Tax Collector for costs that the Tax Collector incurs in connection with the proposed sale of Lot No. 2 to the District, including, among possible others, the costs to publish legal notice of the sale in the Press Enterprise newspaper, to send notice by registered mail to parties that may have an interest in Lot No. 2, and to give notice of the agreement providing for sale of Lot No. 2 to the District, regardless of whether Lot No.2 is redeemed and the agreement thereby nullified.

Section 4. The Board of Education hereby authorizes and directs the Superintendent of the District ("Superintendent") or the Assistant Superintendent of Operational Support Services of the District (Assistant Superintendent"), or their designee, to provide a certified copy of this Resolution No. 31 to the Tax Collector, together with the District's mission statement set forth on separate District letterhead.

Section 5. The Board hereby authorizes and directs the Superintendent or the Assistant Superintendent, or their designee, to take such action as necessary to develop or assist in developing an agreement acceptable to the District and the Tax Collector that provides for purchase of Lot No. 2 by the District, and to schedule the proposed approval of such agreement to occur during a future meeting of the Board of Education.

Section 6. The Board hereby authorizes and directs the Superintendent or the Assistant Superintendent, or their designee, to take all such further actions, and to execute such additional documents, as are necessary to implement the intent of this Resolution No. 31.

Attachment: SUPPORTING DOCUMENTATION EXHIBITS A THROUGH D (2430 : AGREEMENT OF SALE #4437)

Section 7. This Resolution No. 31 shall take effect immediately upon approval by the Board of Education.

APPROVED, ADOPTED AND SIGNED this 5th day of May, 2016.

BOARD OF EDUCATION OF THE
ALVORD UNIFIED SCHOOL DISTRICT

By: _____
Carolyn Wilson, President of the Board of Education,
Alvord Unified School District

ATTEST:

By: _____
Julie Moreno, Clerk of the Board of Education,
Alvord Unified School District

Attachment: SUPPORTING DOCUMENTATION EXHIBITS A THROUGH D (2430 : AGREEMENT OF SALE #4437)

BAW&G/BWS/181561
1028.Q-4 03-10-15

STATE OF CALIFORNIA)
) ss.
COUNTY OF RIVERSIDE)

I, Julie Moreno, Clerk of the Board of Education of the Alvord Unified School District, do hereby certify that the Board of Education duly adopted the foregoing Resolution No. 31 during its meeting held on May 5, 2016, for which notice and agenda were posted as required by law, and that Resolution No. 31 was so adopted by the following vote:

AYES: 5

NOES: 0

ABSTENTIONS: 0

ABSENTEES: 0

Dated: May 5, 2016

By: _____
Julie Moreno, Clerk of the
Board of Education of the
Alvord Unified School District

Attachment: SUPPORTING DOCUMENTATION EXHIBITS A THROUGH D (2430 : AGREEMENT OF SALE #4437)

BAW&G/BWS/181561
1028.Q-4 03-10-15

STATE OF CALIFORNIA)
) ss.
COUNTY OF RIVERSIDE)

I, Julie Moreno, Clerk of the Board of Education of the Alvord Unified School District, do hereby certify that the foregoing is a full, true and correct copy of Resolution No. 31 of the Board of Education, and that Resolution No. 31 has not been amended or repealed and is fully effective as of the date set forth below.

Dated: May 5, 2016

By: _____
Julie Moreno, Clerk of the
Board of Education of the
Alvord Unified School District

BAW&G/BWS/181561
1028.Q-4 03-10-15

Attachment: SUPPORTING DOCUMENTATION EXHIBITS A THROUGH D (2430 : AGREEMENT OF SALE #4437)

ALVORD UNIFIED SCHOOL DISTRICT

9 KPC Parkway • Corona, California 92879 Telephone: (951) 509-5000 Fax: (951) 509-6070

BOARD OF EDUCATION

CAROLYN M. WILSON
President

ART KASPEREEN, JR.
Vice President

JULIE A. MORENO
Clerk

ROBERT SCHWANDT
Member

BEN JOHNSON II
Member

ADMINISTRATION

SID SALAZAR, Ed.D.
Superintendent of Schools

VIRGINIA EVES
Assistant Superintendent
Instructional Support Services

KIRK SKORPANICH
Assistant Superintendent
Human Resources Development

AMI SHACKELFORD
Chief Financial Officer

SHAWN T. LOESCHER
Executive Director
Initiatives, Innovation & Communications

KEVIN EMENAKER
Executive Director
Administrative Services

alvordschools.org

Mission Statement

Alvord Unified School District, a dynamic learning community that embraces innovation, exists to ensure all students attain lifelong success through a system distinguished by:

- Active and inclusive partnerships
- Relationships that foster a culture of trust and integrity
- High expectations and equitable learning opportunities for all
- A mindset that promotes continuous improvement
- Multiple opportunities for exploration and creativity
- Professional development that promotes quality teaching and learning
- Access to learning experiences that promote a high quality of life

Attachment: SUPPORTING DOCUMENTATION EXHIBITS A THROUGH D (2430 : AGREEMENT OF SALE #4437)

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

Item **3.29**

SUBMITTAL DATE:
October 24, 2016

FROM : EXECUTIVE OFFICE:

SUBJECT: Agreement By and Between the City of Lake Elsinore and the County of Riverside Relating to LAFCO 2015-07-1 (Annexation 83) and LAFCO 2016-04-1 (Annexation 84); District 1; [$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Agreement by and between the County of Riverside and the City of Lake Elsinore relating to LAFCO 2015-07-1 (Annexation 83) and LAFCO 2016-04-1 (Annexation 84); and
2. Authorize the Chairman to execute the same.

Policy

Tina Grande
Tina Grande, Principal Management Analyst 10/24/2016

BACKGROUND:

Summary

On or about September 24, 2015, the County of Riverside was notified about a proposed annexation by the City of Lake Elsinore Titled: LAFCO 2015-07-1 Reorganization to include Annexation 83 (Nichols Rd.) and Annexation to the Northwest Mosquito & Vector Control District and Detachment from the Riverside County Waste Resources Management District.
(Continued)

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	$ N/A	$ N/A	$ N/A	$ N/A
NET COUNTY COST	$ N/A	$ N/A	$ N/A	$ N/A
SOURCE OF FUNDS: N/A			Budget Adjustment:	
			For Fiscal Year:	

C.E.O. RECOMMENDATION: [CEO use]

BACKGROUND:

Summary (continued)

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

The County of Riverside entered into negotiations with the City of Lake Elsinore due to the proximity of the proposed annexation boundary to a Disadvantaged Unincorporated Community (DUC) known as Warm Springs. Warm Springs is one of three DUCs in proximity to the City of Lake Elsinore. There are forty DUCs in Riverside County. A DUC is defined as an inhabited community in an unincorporated area with a median annual income less than eighty percent (80%) of the statewide annual household income level. Because the annexation area was not immediately adjacent or contiguous, due to a small buffer of higher income properties between the DUC and the proposed annexation area, this annexation was not subject to LAFCO regulations The County also had a concern regarding a service island, in particular with Sheriff and Fire services if the City were no longer under contract with the County for these services.

The City and the developer the proposed annexation met with the County and the annexation boundary was subsequently modified; however, the County's concerns remained. Consequently, the City worked with the County on developing terms whereby the County would not oppose the annexation. In exchange for not opposing the Nichols Rd annexation (LAFCO 2015-07-1) or the Summit Annexation (2016-04-1) under this Agreement, the City agrees to continue to provide police and fire services to the remaining residents of the Warm Springs community if the City were no longer contracting with the County for one or both of these services. An additional term allows for the residents of Warm Springs to use any park and recreational facilities in the annexation area at the same cost as if they were a resident of Lake Elsinore. The remaining terms relate to orderly development, including economic development, and annexations by the City.

County Counsel has approved the agreement as to form.

Impact on Residents and Businesses

There is no immediate impact on residents or business; however, police and fire services will continue to be provided locally if the contractual relationship changes with the city.

SUPPLEMENTAL:

Additional Fiscal Information

N/A

Contract History and Price Reasonableness

The County does not have a previous agreement with the City relating to this annexation.

AGREEMENT
BY AND BETWEEN
THE COUNTY OF RIVERSIDE
AND THE CITY OF LAKE ELSINORE

THIS AGREEMENT ("Agreement") is entered into by and between the COUNTY C RIVERSIDE ("County"), a political subdivision of the State of California and the CITY OF LAK ELSINORE ("City"), a municipal corporation, (collectively, the "Parties").

RECITALS

A. Two applications requesting approval of the annexation of certain unincorporated territory locate within the City's sphere of influence into the City have been filed with the Riverside County Loc Agency Formation Commission ("LAFCO"). These annexation applications are the Nichols Roa Annexation, also known as 2015-07-1 Annexation 83, and the Summit Annexation, also known as 201 04-1 Annexation 84;

B. Should the Nichols Road Annexation be approved, it is recognized by the Parties th unincorporated service islands will be created which will affect the County's ability to continue to provic police and fire services to the remaining residents of the Warm Springs community identified in Exhibit which is attached hereto and incorporated herein by this reference;

C. In order to provide for the continuation of sheriff and fire services to these residents, County ha requested that City participate in the development and implementation of a Comprehensive Annexatio Plan for the unincorporated area within the City's sphere of influence;

D. The Parties wish to cooperate as provided in this Agreement in an effort to address the practic and fiscal considerations in providing sheriff and fire services to the unincorporated service islands withi the Warm Springs community that will be impacted by any approval by LAFCO of the aforementione annexations.

E. The Parties also wish to cooperate as provided in this Agreement for the orderly development an use of certain infrastructure including roads and recreational facilities within and adjacent to the Warı Springs community.

Attachment: Agreement for MT 2793 (2793 : Nichols Road Annexation Agreement with Lake Elsinore)

AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

Section 1. **Terms and Conditions.**

a. County agrees it shall not impede the completion or object to the approval of the Nichols Roa and Summit Annexations which are currently being processed by LAFCO.

b. City agrees that if it determines to terminate one or both of its agreements with the County t provide police and fire services, the City shall provide police or fire services to the Warm Spring community upon the request of the County.

c. Prior to the initiation of any request to expand the City's sphere of influence or the initiation o support of any new annexation requests within the City's existing sphere of influence submitted t LAFCO after the execution of this Agreement, City shall, develop a Comprehensive Annexatio Plan for the unincorporated area within the City's sphere of influence.

d. City agrees to condition any development of the Werner property currently identified as Assesso Parcel Numbers 389-210-008, 389-210-032, 389-210-034 and 389-210-036 ("Bow Tie property" which is included within the Nichols Road Annexation, to provide for the extension of El Tor Road, contiguous to the development site, with the purpose of providing a direct course of trav from Temescal Canyon High School to Nichols Road. City agrees to provide notice of all publi hearings before its Planning Commission and City Council concerning any development of th Bow Tie property to the County's Executive Office.

e. City agrees that there shall be public access to any recreational facilities included within an development of the Bow Tie property and that such facilities shall be available for the use of th residents of the Warm Springs community on the same terms and conditions as they would b made available to City residents.

f. In the event the existing surface mine within the Warm Springs community proposes to develo the mine site to allow for an alternative use, the City shall process to completion an annexatio application through LAFCO annexing all of the Warm Springs community. Should th annexation fail due to landowner or registered voter protest, the County shall consider th obligation to have been met by the City.

Attachment: Agreement for MT 2793 (2793 : Nichols Road Annexation Agreement with Lake Elsinore)

g. The Parties shall continue their existing partnership concerning the completion of the El To Ethanac Expressway ("Nichols Road extension"). In this regard, County shall continue to take tl lead with respect to this project including environmental clearances, addressing historic natur and man-made drainage issues and right-of-way acquisition. County shall work with the City c the creation of a financing mechanism(s) to assist in providing funds for this project.

h. With respect to the future of the Warm Springs community, County agrees, taking in consideration its limited fiscal resources, it shall work with the City and the residents of War Springs to establish a cohesive path forward in providing for economic development ar supporting infrastructure for the Warm Springs community. Accordingly,

I. County shall review its General Plan Land Use Element and consider amending th land use designations within the Warm Spring community to reflect the highest ar best uses along the Nichols Road extension, Highway 74 and Interstate 15. Coun shall work with the City in identifying appropriate land uses and shall consider th City's suggestions in a proposed General Plan Amendment. The City shall comm to process an Amendment of its General Plan to mirror the County's revised Lan Use Element for the Warm Springs community. Following any adoption of th aforementioned Amendment to its General Plan Land Use Element, County sha approve zoning consistent with the amended land use designations as required b Government Code Section 65860(a). Following any adoption of th aforementioned Amendment to its General Plan Land Use Element, City sha approve consistent pre-zoning for property within the Warm Springs communit that has not built-out or have vested and existing development entitlements a required by Government Code Section 56375(a)(7).

II. The County shall work with the Riverside County Flood Control and Wate Conservation District to proactively address the drainage issues that hinde economic development in the Warm Springs community.

III. The County through its Transportation Department shall seek methods to addres needed road improvement within the Warm Springs community.

Attachment: Agreement for MT 2793 (2793 : Nichols Road Annexation Agreement with Lake Elsinore)

IV. The County agrees that its Economic Development Agency will partner with th City to encourage economic development in the Warm Spring communit especially along Highway 74 and the Nichols Road extension.

V. Where the Multiple Species Habitat Conservation Plan "HANS" process is require for County projects, the County shall, to the best of its ability, streamline th process for any future development within the Warm Springs community in ord to expedite economic development within the area.

Section 2. **Cooperation**. The Parties hereby represent that each will cooperate with the other to th fullest extent reasonable and feasible to implement this Agreement. The City and the County shall, eac in a timely manner, provide the other with all documents, plans and other information necessary for th Parties to carry out their obligations in this Agreement.

Section 3. **Assignment.** Neither Party shall encumber, assign, or otherwise transfer this Agreement, o any right or interest in this Agreement, without the express written consent of the other Party. Consent b a Party to one assignment or transfer to another person shall not be deemed to be consent to an subsequent assignment or transfer to another person. Any assignment or transfer without the prior writte consent of the other Party, whether it be voluntary or involuntary, by operation of law or otherwise, is vi and shall, at the option of the other party, terminate this Agreement.

Section 4. **Successors and Assigns**. All the terms, covenants and conditions of this Agreement sha inure to the benefit of and be binding upon the Parties and their successors and assigns.

Section 5. **Cumulative Remedies**. The remedies given to the Parties in this Agreement shall not b exclusive, but shall be cumulative and in addition to all remedies now or hereafter allowed by law o elsewhere provided in this Agreement.

Section 6. **Waiver of Breach**. The waiver by one Party of any breach by the other Party of any of th provisions of this Agreement, irrespective of the length of time for which such failure continues, shall no constitute a waiver of such breach or waiver of any subsequent breach either of the same or anothe provision of this Agreement.

Section 7. **Ability to Perform**. Each Party represents and warrants to the other Party that it has th ability to carry out the obligations assumed and promised hereunder, and is not presently aware of an

Attachment: Agreement for MT 2793 (2793 : Nichols Road Annexation Agreement with Lake Elsinore)

pending event or legal constraint which would, or could, hamper, hinder, delay or prevent its time performance of such obligations.

Section 8. **Further Acts and Amendments**. Each Party agrees to perform all further acts and execute a further documents necessary to carry out the intent and purposes of this Agreement.

Section 9. **Notice**. Any written notice given under the terms of this Agreement shall be either delivere personally or mailed certified mail, postage prepaid, addressed to the Party concerned, by facsimi transmission or e-mail followed by delivery of a "hard" copy, and shall be deemed received on the date receipt thereof. Unless otherwise indicated in writing, such notice shall be sent addressed as follows:

If to the City:

Grant Yates, City Manager
City of Lake Elsinore
130 S. Main Street
Lake Elsinore, CA 92530

If to the County:

Jay Orr, County Executive Officer
County of Riverside
4080 Lemon Street, 4th Floor
Riverside, CA 92501

If a Party desires to change the address for notice set forth herein, said party will provide 30 days advanc written notice to the other party of any such change.

Section 10. **Attorneys' Fees.** In the event of any litigation to enforce the terms and provisions of this Agreement, each party shall bear its own costs and attorneys' fees, and the prevailing party shall not be entitled to an award of attorneys' fees against the non-prevailing party unless the court determines as a matter of law that the prevailing party is entitled to an award of attorneys' fees pursuant to the provisions of the Code of Civil Procedure @1021.5 or other equitable benefit attorneys' fees provision.

Section 11. **Controlling Law and Venue.** The rights and liabilities of the Parties, and the interpretatior and construction of this Agreement, shall be determined in accordance with the laws of the State of California. Any controversy arising out of or under this Agreement, if litigated, shall be adjudicated in a court of competent jurisdiction in Riverside County, California.

Section 12. **Section Headings**. The captions, subject, section and paragraph headings in the Agreement are included for convenience and reference only. They do not form a part hereof, and do not in any way

Attachment: Agreement for MT 2793 (2793 : Nichols Road Annexation Agreement with Lake Elsinore)

modify, interpret or reflect the intent of the Parties. Said headings shall not be used to construe, limit or interpret any provision of this Agreement.

Section 13. **Time of the Essence**. Time is of the essence with respect to all provisions of this Agreement in which a definite time for performance is specified, including, but not limited to, the expiration of this Agreement.

Section 14. **Entire Agreement**. This Agreement contains and embraces the entire Agreement between the Parties hereto and neither it nor any part of it may be changed, altered, modified, limited or extended orally or by any other agreement between the Parties unless such agreement be expressed in writing, signed and acknowledged by County and City or their successors in interest.

Section 15. **Severability**. Each provision of this Agreement is separate, distinct, and severable from the others. If any provision is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect, unimpaired by the holding, so long as the reasonable expectations of the parties hereto are not materially impaired.

Section 16. **Counterparts**. This Agreement may be executed in any number of counterparts, each of which shall be deemed one and the same instrument.

Section 17. **Effective Date**. The effective date of this Agreement is the last date upon which it is executed by all Parties.

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Attachment: Agreement for MT 2793 (2793 : Nichols Road Annexation Agreement with Lake Elsinore)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by and through their authorized representatives, on _____, 2016.

COUNTY OF RIVERSIDE
By:

_____
Chairman, Board of Supervisors

ATTEST:

Kecia Harper-Ihem
Clerk of the Board

By:

_____
Deputy

APPROVED AS TO FORM:
GREGORY P. PRIAMOS,
County Counsel

_____
Deputy

CITY OF LAKE ELSINORE
By:

_____
Mayor

By:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

Attachment: Agreement for MT 2793 (2793 : Nichols Road Annexation Agreement with Lake Elsinore)

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

Item **9.1**

SUBMITTAL DATE:
September 6, 2016

FROM : TREASURER-TAX COLLECTOR:

SUBJECT: Recommendation for Distribution of Excess Proceeds for Tax Sale No. 200, Item 373. Last assessed to: Edward R. Williams, an unmarried man and Melanie M. Reinke, a married woman as her sole and separate property, as joint tenants. District 3 [$54,798]. Fund 65595 Excess Proceeds from Tax Sale.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the claim from Ronald E. Doty and Karen J. Doty, Trustees of the Ronald E. Doty and Karen J. Doty 1978 Trust for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 549210019-7;
2. Approve the claim from the Riverside County Economic Development Agency for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 549210019-7;
3. Deny the claim from MM Network Recovery Assets, agent for Edward R. Williams and Melanie M. Reinke, last assessees;
4. Authorize and direct the Auditor-Controller to issue warrants to Ronald E. Doty and Karen J. Doty, Trustees of the Ronald E. Doty and Karen J. Doty 1978 Trust in the amount of $22,262.97 and the Riverside County Economic Development Agency in the amount of $32,535.46, no sooner than ninety days from the date of this order, unless an appeal has been filed in Superior Court, pursuant to the California Revenue and Taxation Code Section 4675.

Policy

Don Kent
Don Kent, Treasurer-Tax Collector 10/14/2016

BACKGROUND:

Summary

In accordance with Section 3691 et seq. of the California Revenue and Taxation Code, and with prior approval of the Board of Supervisors, The Tax Collector conducted the April 29, 2014 public auction sale. The deed conveying title to the purchasers at the auction was recorded June 20, 2014. Further, as required by Section 4676 of the California Revenue and Taxation Code, notice of the right to claim excess proceeds was given on July 16, 2014, to parties of interest as defined in Section 4675 of said code. Parties of interest have been determined by an examination of lot book reports as well as Assessor's and Recorder's records, and various research methods were used to obtain current mailing addresses for these parties of interest.

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	$ 54,798	$ 0	$ 54,798	$ 0
NET COUNTY COST	$ 0	$ 0	$ 0	$ 0

SOURCE OF FUNDS: **Fund 65595 Excess Proceeds from Tax Sale**

Budget Adjustment: No

For Fiscal Year: 16/17

C.E.O. RECOMMENDATION: APPROVE

BACKGROUND:

Summary (continued)

The Treasurer-Tax Collector has received three claims for excess proceeds:

1. Claim from Ronald E. Doty and Karen J. Doty, Trustees of the Ronald E. Doty and Karen J. Doty 1978 Trust based on a Deed of Trust with Assignment of Rent recorded May 1, 1998 as Instrument No. 172434 and an Assignment of Deed of Trust recorded October 1, 2002 as Instrument No. 2002-546552.
2. Claim from the Riverside County Economic Development Agency based on a Deed of Trust with Assignment of Rents recorded May 7, 2001 as Instrument No. 2001-197882 and an Agreement Containing Covenants Affecting Real Property recorded May 7, 2001 as Instrument No. 2001-197883.
3. Claim from MM Network Recovery Assets, agent for Edward R. Williams and Melanie M. Reinke based on an Authorization for Agent to Collect Excess Proceeds dated June 18, 2014 and a Grant Deed recorded May 1, 1998 as Instrument No. 172432.

Pursuant to Section 4675 of the California Revenue and Taxation Code, it is the recommendation of this office that Ronald E. Doty and Karen J. Doty, Trustees of the Ronald E. Doty and Karen J. Doty 1978 Trust be awarded excess proceeds in the amount of $22,262.97 and the Riverside County Economic Development Agency be awarded excess proceeds in the amount of $32,535.46. Since the amounts claimed by Ronald E. Doty and Karen J. Doty, Trustees of the Ronald E. Doty and Karen J. Doty 1978 Trust and Riverside County Economic Development Agency exceeds the amount of excess proceeds available, there are no funds available for consideration for the claim from MM Network Recovery Assets, agent for Edward R. Williams and Melanie M. Reinke. Supporting documentation has been provided. The Tax Collector requests approval of the above recommended motion. Notice of this recommendation was sent to the claimants by certified mail.

Impact on Residents and Businesses

Excess proceeds are being released to the Deed of Trust holders of the property.

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

ATTACHMENTS (if any, in this order):

ATTACHMENT A. **Claim_Doty**

ATTACHMENT B. **Claim_RivCoEDA**

ATTACHMENT C. **Claim_MMNetworkRecovery**

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CLAIM FOR EXCESS PROCEEDS FROM THE SALE OF TAX-DEFAULTED PROPERTY
(SEE REVERSE SIDE FOR FURTHER INSTRUCTIONS)

To: **Don Kent, Treasurer-Tax Collector**

Re: **Claim for Excess Proceeds**

RECEIVED
2014 JUL 22 PM 2:09
RIVERSIDE COUNTY
TREAS-TAX COLLECTOR

TC 200 Item 373 Assessment No.: 549210019-7

Assessee: WILLIAMS, EDWARD R & REINKE, MELANIE M

Situs: 44019 LLOYD ST HEMET 92544

Date Sold: April 29, 2014

Date Deed to Purchaser Recorded: June 20, 2014

Final Date to Submit Claim: June 22, 2015

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of $22,616.73 from the sale of the above mentioned real property. I/We were the [X] lienholder(s), [ ] property owner(s) **[check in one box]** at the time of the sale of the property as is evidenced by Riverside County Recorder's Document No. 172434; recorded on 5-1-1998. A copy of this document is attached hereto. I/We are the rightful claimants by virtue of the attached assignment of interest. I/We have listed below and attached hereto each item of documentation supporting the claim submitted.

NOTE: YOUR CLAIM WILL NOT BE CONSIDERED UNLESS THE DOCUMENTATION IS ATTACHED.

1st Deed of Trust recorded 5/1/98 Record #172434
Installment Noted dated 3/30/98 Security Agreement dated 3/30/
Request for Demand dated 6/13/13 from Lawyer's Title
CPA's Calculation of Amt. Due for Said Demand dated July 3, 2013 from
Pehl, Foutz, Foutz, Teegarden & Young

If the property is held in Joint Tenancy, the taxsale process has severed this Joint Tenancy, and all Joint Tenants will have to sign the claim unless the claimant submits proof that he or she is entitled to the full amount of the claim, the claimant may only receive his or her respective portion of the claim.

I/We affirm under penalty of perjury that the foregoing is true and correct.

Executed this 21st day of July, 2013 at Riverside California
County, State

Ronald F. Doty
Signature of Claimant

RONALD F. DOTY
Print Name

26309 NAOMI DR
Street Address

HEMET CA 92544
City, State, Zip

951 925-5109
Phone Number

Karen J. Doty
Signature of Claimant

KAREN J. DOTY
Print Name

26309 NAOMI DR
Street Address

HEMET CA 92544
City, State, Zip

951 925-5109
Phone Number

SCO 8-21 (1-99)

Attachment: A. EP 200-373 Claim_Doty (2252 : EP 200-373)

County Administrative Center- 4th Floor
4080 Lemon Street, P.O. Box 12005
Riverside, CA 92502-2205
(951) 955-3900
(951) 955-3990 - Fax

E-mail: ttc@co.riverside.ca.us
www.countytreasurer.org

COUNTY OF RIVERSIDE
TREASURER-TAX COLLECTOR

Palm Desert Office
38-686 El Cerrito Road
Palm Desert, CA 92211

Temecula Office
40935 County Center Drive, Suite C
Temecula, CA 92591

July 16, 2014

RONALD E DOTY AND KAREN J DOTY, TRUSTEES
C/O RONALD E DOTY AND KAREN J DOTY
26309 NAOMI DRIVE
HEMET, CA 92544

Re: EXCESS PROCEEDS FROM SALE OF TAX DEFAULTED PROPERTY

Assessment No.: 549210019-7 Item: 373
Situs Address: 44019 Lloyd St Hemet 92544
Assessee: Williams, Edward R & Reinke, Melanie M
Date Sold: April 29, 2014
Date Deed to Purchaser Recorded: June 20, 2014
Final Date to Submit Claim: June 22, 2015

Dear Sir or Madame:

The property referenced above was declared subject to the Tax Collector's power of sale for non-payment of taxes and later sold. Parties of Interest, as defined in Section 4675 of the California Revenue and Taxation Code (e.g., the last assessee and any lienholders of record), have a right to file a claim for any excess proceeds that remain after the tax liens and the costs of the sale have been satisfied. Our records show that you may be a party of interest, and we are enclosing for your convenience a claim form and a return envelope. Please note that your claim must be filed within one year of the date the deed to the purchaser was recorded (shown above). By law, we cannot accept claims after one year from this recording date. Claims submitted will be evaluated by our legal counsel and awarded in accordance with state law. The submission of a claim merely initiates that review.

The enclosed form is relatively simple and we must stress that most applicants will be able to fill it out without help. However, if you need help, please feel free to contact our office by mail, telephone or in person and we will help you without charge. You may telephone us at (951) 955-3947.

If you prefer to have an agent file your claim for you, or if you should decide to sell your claim (often referred to as "assignment") so that the purchaser of the claim may receive the funds, please advise us and we will send the proper form.

Please note also that the statutory procedures and the County's internal procedures dictate that most claims will not be processed until at least twenty (20) months following the date of recordation of the tax deed.

Sincerely,

DON KENT
TREASURER-TAX COLLECTOR

By *Shawana Green*
Deputy

117-170(Rev. 5-03)

Attachment: A. EP 200-373 Claim_Doty (2252 : EP 200-373)

Recording Requested By
CHICAGO TITLE COMPANY
Order No.
Escrow No. 07056101-IE75
Loan No.

WHEN RECORDED MAIL TO:

RONALD E. DOTY AND
KAREN J. DOTY
26309 Naomi Drive
HEMET, CA. 92544

172434
RECEIVED FOR RECORD
AT 8:00AM

MAY -1 1998

Recorded in Official Records
of Riverside County, California
Recorder
Fees $ 15

SPACE ABOVE THIS LINE FOR RECORDER'S USE

150/1

T
SB

DEED OF TRUST WITH ASSIGNMENT OF RENTS
(SHORT FORM)

This DEED OF TRUST, made March 30, 1998 , between

EDWARD R. WILLIAMS AND MELANIE M. REINKE herein called TRUSTOR,

whose address is 44019 Lloyd Street (Number and Street) Hemet (City) Ca 92544 (State)

FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation, herein called TRUSTEE, and
RONALD E. DOTY AND KAREN J. DOTY, husband and wife, as joint tenants

, herein called BENEFICIARY,

WITNESSETH: That Trustor grants to Trustee in trust, with power of sale, that property in the

County of Riverside , State of California, described as:

Lot 19 of Tract No. 4491-1, in the County of Riverside, State of California, as per Map recorded in Book 73, pages 92 and 93 of Maps, in t he Office of the County Recorder of said County.

Attachment: A. EP 200-373 Claim_Doty (2252 : EP 200-373)

together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits for the purpose of securing (1) payment of the sum of $ 18,000.00 with interest thereon according to the terms of a promissory note or notes of even date herewith made by Trustor, payable to order of Beneficiary, and extensions or renewals thereof, (2) the performance of each agreement of Trustor incorporated by reference or contained herein and (3) payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.

To protect the security of this Deed of Trust, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A, and it is mutually agreed that each and all of the terms and provisions set forth in subdivision B of the fictitious deed of trust recorded in Orange County August 17, 1964, and in all other counties August 18, 1964, in the book

(continued on reverse side)

and at the page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county, namely

COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Alameda	1288	556	Kings	858	713	Placer	1028	379	Sierra	38	167
Alpine	3	130-31	Lake	437	110	Plumas	166	1307	Siskiyou	506	762
Amador	133	438	Lassen	192	367	Riverside	3778	347	Solano	1287	621
Butte	1330	511	Los Angeles	T3878	874	Sacramento	5039	124	Sonoma	2067	427
Calaveras	185	338	Madera	911	136	San Benito	300	405	Stanislaus	1970	56
Colusa	323	391	Marin	1849	122	San Bernardino	6213	768	Sutter	655	585
Contra Costa	4684	1	Mariposa	90	453	San Francisco	A-804	596	Tehama	457	183
Del Norte	101	549	Mendocino	667	99	San Joaquin	2855	283	Trinity	108	595
El Dorado	704	635	Merced	1660	753	San Luis Obispo	1311	137	Tulare	2530	108
Fresno	5052	623	Modoc	191	93	San Mateo	4778	175	Tuolumne	177	160
Glenn	469	76	Mono	69	302	Santa Barbara	2065	881	Ventura	2607	237
Humboldt	801	83	Monterey	357	239	Santa Clara	6626	664	Yolo	769	16
Imperial	1189	701	Napa	704	742	Santa Cruz	1638	607	Yuba	398	693
Inyo	165	672	Nevada	363	94	Shasta	800	633			
Kern	3756	890	Orange	7182	18	San Diego	SERIES 5	Book 1964, Page 149774			

shall inure to and bind the parties hereto with respect to the property above described. Said agreements, terms and provisions contained in said subdivisions A and B (identical in all counties and printed on pages 3 and 4 hereof) are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as if set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefor does not exceed the maximum allowed by law.

The undersigned Trustor requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address hereinbefore set forth.

"If the maker hereof sells, conveys or alienates the property described in this Deed of Trust, or any part thereof, or any interest therein, any indebtedness or obligation secured hereby, irrespective of the maturity date expressed herein at the option of the holder hereof, and without demand or notice, shall immediately become due and payable."

STATE OF CALIFORNIA
COUNTY OF _____)ss

On _____ before me

personally appeared _____

personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Signature _____

Signature of Trustor

Edward R. Williams ✓

Melanie M. Reinke ✓

(continued on next page)

Page 2 of 4

Attachment: A. EP 200-373 Claim_Doty (2252 : EP 200-373)

Public Record

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Riverside

On 4/27/98 (DATE) before me, Pam Subith, Notary Public (NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC")

personally appeared Edward R. Williams and Melanie M. Reinke (NAME(S) OF SIGNER(S))

☐ personally known to me - OR - ☒ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

PAM SUBITH
Comm. # 1080932
NOTARY PUBLIC - CALIFORNIA
Riverside County
My Comm. Expires Jan. 5, 2000

WITNESS my hand and official seal.

Pam Subith
SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNED

☐ INDIVIDUAL

☐ CORPORATE OFFICER

_____
TITLE(S)

☐ PARTNER(S) ☐ LIMITED ☐ GENERAL

☐ ATTORNEY-IN-FACT

☐ TRUSTEE(S)

☐ GUARDIAN/CONSERVATOR

☐ OTHER: _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

Attachment: A. EP 200-373 Claim_Doty (2252 : EP 200-373)

announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announce time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness there Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sa Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued intere at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person persons legally entitled thereto.

(7) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writin substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary a duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusi proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succe to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficia hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.

(8) That this Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrator executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the note secured hereb whether or not named as Beneficiary herein. In this Deed, whenever the context so requires, the masculine gender includes the feminir and/or neuter, and the singular number includes the plural.

(9) That Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by la Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in whic Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

DO NOT RECORD

REQUEST FOR FULL RECONVEYANCE

TO FIRST AMERICAN TITLE INSURANCE COMPANY, TRUSTEE:

The undersigned is the legal owner and holder of the note or notes, and of all other indebtedness secured by the foregoing Deed of Trust. Said note or notes, together with all other indebtedness secured by said Deed of Trust, have been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note or notes above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you under the same.

Dated _____

_____

_____

Please mail Deed of Trust,
Note and Reconveyance to _____

Do not lose or destroy this Deed of Trust OR THE NOTE which it secures. Both must be delivered to the Trustee for cancellation before reconveyance will be made.

DEED OF TRUST
WITH POWER OF SALE

FIRST AMERICAN

First American Title Insurance Company
TRUSTEE

Attachment: A. EP 200-373 Claim_Doty (2252 : EP 200-373)

DOC # 2002-546552 ✓
10/01/2002 08:00A Fee:12.00
Page 1 of 2
Recorded in Official Records
County of Riverside
Gary L. Orso
Assessor, County Clerk & Recorder

PLEASE COMPLETE THIS INFORMATION
RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO:

Ronald E. Doty Jr.
Attorney At Law
4838 E. Florida Avenue
Hemet, Ca 92544 ✓

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Assignment of Deed of Trust ✓
Title of Document

THIS AREA FOR RECORDER'S USE ONLY

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
($3.00 Additional Recording Fee Applies)

STC-SCSD 999a (Rev. 4/2000)

Public Record

Attachment: A. EP 200-373 Claim_Doty (2252 : EP 200-373)

RECORDING REQUESTED BY

2002-546552
10/01/2002 08:00A
2 of 2

AND WHEN RECORDED MAIL TO

Name Ronald E. Doty Jr.
Address Attorney At Law
4838 E. Florida Avenue
City & State Hemet, CA 92544 ✓

SPACE ABOVE THIS LINE FOR RECORDER'S USE

TT-400 (Rev.1/97)

ASSIGNMENT OF DEED OF TRUST

TRA: 071-121
APN No. 549-210-019-7 ✓ **Title No.** **Escrow No.**

For Value Received, the undersigned hereby grants, assigns, and transfers to RONALD E. DOTY AND KAREN J. DOTY, TRUSTEES OF THE RONALD E. DOTY AND KAREN J. DOTY 1978 TRUST ✓

all beneficial interest ✓ under that certain deed of trust dated March 30, 1998 executed by Edward R. Williams and Melanie M. Reinke , Trustor,

to First American Title Insurance Company, a California Corporation , Trustee, and recorded on May 1, 1998 , as Instrument No. 172434 ✓ , in Book , Page of Official Records in the office of the County Recorder of Riverside together with the note or notes as therein described or referred to, the money due and to become due thereon with interest, and all rights accrued or to accrue.

Lot 19 of Tract No. 4491-1, in the County of Riverside, State of California as per Map recorded in Book 73, Pages 92 and 93 of Maps, in the Office of the County Recorder of said County.

Dated: May 1st, 2002

Ronald E. Doty ✓

Karen J. Doty ✓

State of California
County of Riverside } ss.

On September 26, 2002 before me, Tamyra Doty (here insert name) Notary Public,

personally appeared Ronald E. Doty and Karen J. Doty

personally known to me (or ~~proved to me on the basis of satisfactory evidence~~) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me all that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature

TAMYRA DOTY
Commission # 1360638
Notary Public - California
Riverside County
My Comm. Expires Jun 13, 2006

affix seal within border

Public Record

Attachment: A. EP 200-373 Claim_Doty (2252 : EP 200-373)

DO NOT DESTROY THIS NOTE: When paid, this note and the Deed of Trust must be surrendered to the First American Title Insurance Company with request for reconveyance.

INSTALLMENT NOTE

(INTEREST INCLUDED)

$ 18,500.00 Hemet, California, March 30, 1998

In installments and at the times hereinafter stated, for value received the undersigned promise to pay to

RONALD E. DUTY AND KAREN J. DUTY, husband and wife, as joint tenants

or order, at Hemet, California
the principal sum of EIGHTEEN THOUSAND FIVE HUNDRED AND NO/100------ Dollars,
with interest from May 1, 1998 on the amounts of principal remaining from time to time unpaid, until said principal sum is paid, at the rate of 10% per cent, per annum. Principal and interest due in monthly installments of ONE HUNDRED NINETY THREE AND 44/100---------- Dollars, ($ 193.44), or more on the 1st day of each and every month, beginning on the 1st day of June, 19 98

"If any payment or portion thereof due hereunder is not received by the holder of this Note within 10 days after the due date thereof, the undersigned agrees to pay to holder, in addition to the regular monthly payment, a late charge of 6% of the amount of such payment."

THE DEED OF TRUST SECURING THIS NOTE RECITES THE FOLLOWING:

"If the maker hereof sells, conveys or alienates the property described in this Deed of Trust , or any part thereof, or any interest therein, any indebtedness or obligation secured hereby, irrespective of the maturity date expressed herein at the option of the holder hereof, and without demand or notice, shall immediately become due and payable."

and continuing until said principal sum and the interest thereon has been fully paid. AT ANY TIME, THE PRIVILEGE IS RESERVED TO PAY MORE THAN THE SUM DUE. Each payment shall be credited first, on the interest then due; and the remainder on the principal sum; and interest shall thereupon cease upon the amount so credited on the said principal sum. Should default be made in the payment of any of said installments when due, then the whole sum of principal and interest shall become immediately due and payable at the option of the holder of this note. Should suit be commenced to collect this note or any portion thereof, such sum as the Court may deem reasonable shall be added hereto as attorney's fees. Principal and interest payable in lawful money of the United States of America. This note is secured by a certain DEED OF TRUST to the FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation, as TRUSTEE.

Edward R. Williams

Edward R. Williams

Melanie M. Reinke

Melanie M. Reinke

Attachment: A. EP 200-373 Claim_Doty (2252 : EP 200-373)

SECURITY AGREEMENT
(Personal Property)

THIS SECURITY AGREEMENT is made this 30th day of March by and between EDWARD R. WILLIAMS AND MELANIE M. REINH of HEMET County of RIVERSIDE, State of California, (hereafter "Debtor") and RONALD E. DOTY AND KAREN J. DOTY of HEMET, COUNTY OF RIVERSIDE STATE OF CALIFO (hereinafter "Secured Party"

Debtor hereby grants to Secured Party a security interest in that certain personal property (hereafter "Security") now owned or hereafter acquired (except consumer goods acquired more than ten (10) day after the Secured Party gives value, unless those goods are installed in or affixed to such property), and the proceeds and products thereof, described and situated as follows:
Described as follows:

Manufacturer: MONTCLAIR
Trade Name:
Year: 1962
Serial No.:
Label No.: 39964/ 39965
Decal No.: LAU9549

Located at: 44019 Lloyd Street, Hemet, Ca. 92544 as security for the payment t Secured Party in the amount of FIVE THOUSAND AND NO/100-------- according to the terms and conditions of a certain Promissory Note, (attache hereto as exhibit "A") and the provisions of the "Agreement of Sale" execute contemporaneously herewith and incorporated herein by reference (exhibit "B"

This Security Agreement also secures any and all extensions or renewals of said promissory note; (a) the repayment of all sums, including but not limited to legal expenses or cost of insurance that may be advanced or incurred by Secured Party for the maintenance, protection or preservation of the security, or any part thereof; (b) any and all other sums that may hereafter be advanced by Secured Party to or for the benefit of Debtor; (C) any and all other expenditures that may hereafter be made by Secured Party pursuant to the provisions hereof; and (d) any and all other debts and obligations of Debtor to Secured Party that may hereafter be incurred, including but not limited to payment of space rent pursuant to the "Mobile Home Lease Agreement" which is executed concurrently herewith.

Debtor shall execute such Financing Statements and other documents and do such other acts and things as Secured Party may from time to time require to establish and maintain a valid, perfected security interest in the security; and Debtor shall permit Secured Party and/or its representatives to inspect the security and/or the records pertaining thereto from time to time at any reasonable time.

Debtor shall keep the security in good condition and repair, and shall not use it for any unlawful purpose; and shall not remove, nor permit to be removed, any part of the security from the above premises without the prior written consent of Secured Party, which shall not be unreasonably withheld. Debtor shall procure and maintain in full force and effect policies of insurance providing coverage for any loss or damage to the Security (i.e., fire, premises liability, etc.) in the amounts and with insurance carriers satisfactory to Secured Party as loss payee, as Secured Party's interest may appear, and Debtor shall deliver to Secured Party valid certificates evidencing such insurance coverage.

Debtor shall pay all local property or other taxes assessed on the Security as same become due including, without limitation, property tax assessments by the county of Riverside and "In Lieu" tax assessments by the Department of Housing and Community Development, and Debtor shall furnish to Secured Party written evidence of said payments on or before May 1 of each year. Failure on the part of the Debtor to pay all taxes when due shall be deemed a default in the payment of mortgage under this agreement and the rental agreement, and shall to Secured Party all of the rights as provided for in this agreement and the rental agreement, or as provided by law.

Debtor shall not sell or offer to sell or otherwise transfer the security or any interest therein without the prior written consent of Secured Party; nor shall Debtor sell, assign or create or permit to exist any lien on or security interest in the Security in favor of anyone other than Secured Party, unless Secured Party consents thereto in writing. Debtors shall, upon Secured Party's request, remove any unauthorized lien or security interest on the security, and defend any claim affecting the security; and Debtor shall pay all charges against the security, including but not limited to taxes

Attachment: A. EP 200-373 Claim_Doty (2252 : EP 200-373)

assessments; encumbrances, and insurance, and upon Debtor's failure to do so, Secured Party may pay any such charge as it deems necessary and add the amount paid to the indebtedness debtor secured hereunder. If Debtor sells, assigns, transfers or conveys any interest in t Security, the entire unpaid principal balance on the note for which the Security is given, together with all accumulated interest, charges, attorney's fees and the like, shall be immediately due and payable.

If Debtor fails to make payment of any part of the principal or interest as provided in sa promissory note at the time and in the manner therein specified, or if any breach be made any obligation, promise or warranty of Debtor herein contained or contained in the "Mobile Home Lease Agreement" executed concurrently herewith, then the whole principal sum unpaid said promissory note, with accrued interest thereon, shall immediately become due and payable, without notice, at the option of Secured Party, and Secured Party, at its option, may: (a) sell, lease or otherwise dispose of the Security at public or private sale; unless the Security is perishable and threatens to decline speedily in value, Secured Party will give Debtor at least ten (10) days prior written notice of the time and place of any public sale or of the time after which any private sale any other intended disposition may be made (b) retain the Security in satisfaction of the obligations secured hereby, with notice of such retention sent to Debtor as required by law; (c) notify any parties obligated on any o the Security consisting of accounts, instruments, chattel paper, chooses in action or the like to make payment to Secured Party and enforce collection of any of the Security herein; (d) require Debtor to assemble and deliver any of the Security to Secured Party at a reasonable and convenient place designated by Secured Party; (e) apply all sums received o collected from or on account of the Security, including the proceeds of any sales thereof, to the payment of the costs and expenses incurred in preserving and enforcing the rights of Secured Party, including but not limited to reasonable attorney's fees and the indebtedness secured hereby in such order and manner as Secured Party in its sole discretion determines. Secured Party shall account to Debtor for any surplus remaining thereafter, and shall pay such surplus to the party entitled thereto, including any second secured party who has made a proper demand upon Secured Party and has furnished proof to Secured Party as requested in the manner provided by law. In like manner, Debtor agrees to pay to Secured Party without demand any deficiency after any Security has been disposed of and proceeds applied as aforesaid. Secured Party shall have all the rights and remedies of a secured party under th Uniform Commercial Code in any jurisdiction where enforcement is sought. Debtor agrees to pay all costs incurred by Secured Party in enforcing its rights under this Security Agreement, including but not limited to reasonable attorney's fees. All rights, powers and remedies of Secured Party hereunder shall be cumulative and not alternative. No delay on the part of Secured Party in the exercise of any right or remedy shall constitute a waiver thereof, and no exercise by Secured Party of any right or remedy shall preclude the exercise of any other right or remedy or further exercise of the same remedy shall preclude the exercise of any other right or remedy or further exercise of the same remedy shall preclude the exercise of any other right or remedy or further exercise of the same remedy..

It is further agreed, subject to applicable law, that upon sale of the Security according to law, or under the power herein given, that Secured Party may bid at said sale, or purchase the Security, or any part thereof at said sale.

Debtor warrants that if Debtor is a business entity, the execution, delivery and performance of the aforesaid promissory note and this Security Agreement are within its powers and have been duly authorized.

If more than one Debtor executes this Security Agreement, the obligation hereunder are joint and several. All words used herein in the singular shall be deemed to have been used in the plural when the context and construction so require. Any married person who signs this Security Agreement expressly agrees that recourse may be had against his/her separate property for all his/her obligations to Secured Party.

This Security Agreement shall inure to the benefit of and bind Secured Party, its successors and assigns and each of the undersigned, their respective heirs, executors, administrators and successors in interest. Upon transfer by Secured Party of any part of the obligations secured hereby, Secured Party shall be fully discharged from all liability with respect to the Security transferred therewith.

Whenever possible each provision of this Security Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but, if any provision of this Security Agreement shall be prohibited or invalid under applicable law, such provisions shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Security Agreement.

In witness hereof, Secured Party and Debtor have executed this instrument the date and year first above written.

Secured Party

Debtor

Debtor

Attachment: A. EP 200-373 Claim_Doty (2252 : EP 200-373)

EXHIBIT "A"
INSTALLMENT NOTE-INTEREST INCLUDED

In installments as herein stated, for value received, EDWARD R. WILLIAMS AND MELANIE M. REINKE "Borrower" promis to pay to RONALD E. DOTY AND KAREN J. DOTY "Secured Party," at such place as shal be designated, the sum of: $5,000.00, with interest from May 1, 1998 on the unpaid principal at the rate of 10 %per annum; principal and interest payable in installments of $ 53.74 dollars or more on the 1st day of each calendar month beginnin June 1, 1998, and continuing for 15years or until said principal and intere have been paid in full. Note amortized over 15 years, ~~but due and payable in xxxxx years. Accordingly, the final payment will include a balloon payment in the amount of $xxxxxxxxx~~

Each payment shall be credited first to interest then due, and the remainder applied to principal, and interest shall thereupon cease upon the principal so credited. There is no prepayment penalty.

The payment of this note is secured by a Security Agreement (personal property) of this da from Borrower to Secured Party granting a security interest in and to that mobile home described as a: 1962 Montclair Mobilehome Decal No. LAU9549, together with all other property referred to in the Security Agreement (personal property). Borrower is aware that the mobile home cannot be moved from its present location until this note is pa in full. In addition, Borrower is required to maintain homeowners insurance showing Secure Party as the loss payee until this note is paid in full.

Failure to pay any part of the principal or interest of this note when due, or failure to carry out any of the terms, covenants or conditions of the note, the security agreement(personal property), the mobile home lease agreement or the park rules and regulations, shall authorize the Secured Party to declare as immediately due and payable th then unpaid principal and to exercise any and all rights and remedies provided by the California Commercial Code as well as all other rights and remedies either at law or in equity possessed by the Secured Party.

Interest after maturity will accrue at the rate indicated above. Principal and interest are payable in lawful money of the United States. Borrower will be jointly and severally liable, and jointly and severally consents to the acceptance of security or substituted security for this note and waives presentment, demand and protest and the right to assert any statutes of limitation. A married person who signs this note agrees that recourse may b had against his/her separate property for any obligation contained herein. If this note is placed in an attorney's hands for collection, or collected by a lawsuit or through bankruptcy or probate, or any other court, either before or after maturity, there shall be paid to the Secured Party reasonable attorney's fees, costs or other expenses incurred by the Secured Party in enforcing the terms of this note.

Borrower: Edward R. Williams date: 4-27-98
Edward R. Williams

Borrower: Melanie M. Reinke date: 4-27-98
Melanie M. Reinke

If the maker hereof sells, conveys, or alienates the Mobilehome described in this Security Agreement, or any part thereof, or any interest therein, any indebtedness or obligation secured hereby, irrespective of the maturity date expressed herein at the option of the holder hereof, and without demand or notice, shall immediately become due and payable.

"If any payment or portion thereof due hereunder is not received by the holder of this Note within 10 days after the due date thereof, the undersigned agrees to pay to holder, in addition to the regular monthly payment a late charge in the amount of 6% of the amount of such payment."

Attachment: A. EP 200-373 Claim_Doty (2252 : EP 200-373)

STATEMENT OF BREACH

THE UNPAID PRINCIPAL SUM PLUS ACCRUED INTEREST WHICH BECAME ALL DUE AND PAYABLE ON 05/01/2007, TOEGTHER WITH INTERST DUE THEREON. ANY ADVANCES WHICH MAY HEREAFTER BE MADE AND FORECLSOURE FEES AND EXPENSES. ALL OBLIGATIONS AND INDEBTEDNESS AS THEY BECOME DUE AND CHARGES PURSUAN TTO SAID NOTE AND DEED OF TRUST.

Attachment: A. EP 200-373 Claim_Doty (2252 : EP 200-373)

RESTATED DECLARATION OF TRUST
THE RONALD E. DOTY FAMILY 1978 TRUST
APRIL 7, 1978

Trustors: Ronald E. Doty and Karen J. Doty
Trustees: Ronald E. Doty and Karen J. Doty

Ronald E. Doty and Karen J. Doty, called the "Trustors" or "Settlors" or "Trustees," depending on the context, and sometimes referred to as "Husband" and "Wife," declare that this instrument is a new restatement in its entirety of that certain Declaration of Trust known as The Ronald E. Doty Family 1978 Trust, dated April 7, 1978 in which they were referred to as the "Trustors" and "Trustees", and further declare that all assets and property held in trust pursuant to said trust shall now be held, administered, and distributed according to the provisions of this instrument.

ARTICLE I

TRUST ESTATE

Property subject to this instrument is referred to as the "trust estate" and shall be held, administered, and distributed in accordance with this Restated Declaration of Trust. Any community property transferred to the trust shall remain community property after its transfer and separate property transferred to the trust shall remain separate.

It is the Trustors' intention that the Trustees shall have no more extensive power over any community property transferred to the trust estate than either of the Trustors would have had under the California Family Code had this trust not been created, and this instrument shall be so interpreted to achieve this intention. This limitation shall terminate on the death of either Trustor.

ARTICLE II

DISTRIBUTION OF INCOME AND PRINCIPAL DURING JOINT LIVES

2.1 ***Community Property.*** During the joint lifetimes of the Trustors, the Trustees shall pay to both Spouses for the account of the community, or shall apply for the Trustors' benefit, the net income of the community estate in quarter-annual or more frequent installments.

If the Trustees consider the net income insufficient the Trustees shall pay to both Spouses for the account of the community, or apply for the Trustors' benefit, as much of the principal of the community estate as is necessary in the Trustees' discretion for the Trustors' proper health, support, maintenance, comfort and welfare.

COPY

Attachment: A. EP 200-373 Claim_Doty (2252 : EP 200-373)

trust or any of its provisions or that such Will or any of its provisions is void, or seeks otherwise to void, nullify, or set aside this trust or any of its provisions, then the right of that person to take any interest in such Trustor's estate or in this trust shall be determined as it would have been determined had the person predeceased the execution of this instrument without surviving issue. The Trustees are hereby authorized to defend, at the expense of the trust estate, any contest or other attack of any nature on this trust or any of its provisions.

Executed at Hemet, California on April 21, 2016.

Ronald E. Doty, Trustor

Karen J. Doty, Trustor

Ronald E. Doty, Trustee

Karen J. Doty, Trustee

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF RIVERSIDE)

On April 21, 2016 before me, Margaret Wolford, Notary Public in and for said State, personally appeared Ronald E. Doty and Karen J. Doty, who proved to me on the basis of satisfactory evidence to be the persons whose names subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public [Seal]

MARGARET WOLFORD
Commission # 2003536
Notary Public - California
Riverside County
My Comm. Expires Jan 10, 2017

Attachment: A. EP 200-373 Claim_Doty (2252 : EP 200-373)

Pehl Foutz Foutz Teegarden & Young
Certified Public Accountants
A Professional Corporation

July 3, 2013

Ronald E. and Karen J. Doty
26309 Naomi Drive
Hemet, CA 92544

Re: **Lawyers Title Escrow 07708265-707-A7M**
Edward R. Williams & Melanie M. Reinke

Dear Ron & Karen:

We have completed our review and calculation of the notes secured by the residence at 44019 Lloyd Street, Hemet, CA 92544.

Explanation of balance due on notes:

1. Original notes were for 5,000 and 18,500 (for the purposes of this letter identified as Note 1 and Note 2) Both notes began May 1,1998 and carried the terms of 10% interest amortized over 15 years with 180 monthly payments beginning on June 1, 1998. The scheduled payment of the combined notes was $247.18 due the first of each month.

2. The Note balances had been reviewed by Dan Jacques, CPA in May of 2007. Mr. Jacques determined that there was an outstanding balance of unpaid scheduled principal payments was $3,273.50 as of 5/1/2007. This balance consisted of the following items: $2,897.18 principal, $346.66 Interest, and $29.66 of late fees were unpaid. Mr. Jacques also determined the outstanding balance of both notes was **$14,563.00** as of 5/1/2007. Additionally, $500 of attorneys fees had been incurred and were be applied to the balance. We agree with Mr. Jacques calculations.

3. Following the last accounting, the only transaction was a payment of $2,240.00 made on May 10, 2007. This payment was applied first to the late fees, and interest leaving an unpaid balance as of 5/10/07 totaling **$1,033.50**.

1045 East Morton Place • Hemet, CA 92543 • (951) 658-3277 • Fax: (951) 929-2159

Attachment: A. EP 200-373 Claim_Doty (2252 : EP 200-373)

4. Since May 10, 2007 no additional payments have been made to either Note 1 or Note 2. Contractually required scheduled payments from 6/1/07-5/1/13 were never made. According to payment schedules these payments total $20,015.41 consisting of **$14,563.00** principal and **$5,452.41** accrued interest.

5. Additionally there are late fees on the payments for all missed payments totaling 72 periods. As specified in the debt agreement the penalty fee for a "late payment" is six percent (6%) the payment amount ($247.18). Each late fee equals $14.83. So the total of 72 late fees is an additional **$1,067.82** outstanding.

In Summary:

Unpaid as of 5/10/07 **(#3 Above)**	$ 1,033.50
Attorney fees **(#2 Above)**	$ 500.00
Unpaid Principal **(#4 Above)**	$ 14,563.00
Unpaid Interest **(#4 Above)**	$ 5,452.41
Late fees **(#5 Above)**	$ 1,067.82
Total outstanding	$ 22,616.73

Our fees of $500.00 for this accounting are not included above. The language of the note may allow you to include our fees in your demand. This would result in a revised balance of $23,116.73.

Please contact us if you should have any questions.

Very truly yours,

PEHL FOUTZ FOUTZ & TEEGARDEN
CERTIFIED PUBLIC ACCOUNTANTS
A PROFESSIONAL CORPORATION

Todd A Foutz, CPA

1HDOTR1 Doty Note Letter

Attachment: A. EP 200-373 Claim_Doty (2252 : EP 200-373)

Lawyers Title

Lawyers Title Company
41637 Margarita Road, Ste. 101
Temecula, CA 92591
Phone: (951) 296-1718
Fax: (951) 719-1390

June 3, 2013

Ronald E. and Karen J.Doty,
Trustees
26309 Naomi Drive
Hemet, CA 92544

Escrow No.: 07708265-707-A7M

REQUEST FOR DEMAND

An escrow has been opened in this office by:

Edward R. Williams and Melanie M, Reinke
which includes the payment of an encumbrance held by you covering:

44019 Lloyd Street, Hemet, CA 92544

You are requested to complete and sign the attached Beneficiary's Demand OR supply us with your own form, making sure that all questions that appear on the attached document have been covered in your form.

Please send to us the following items:

- ☒ Completed Beneficiary Demand (attached form or your own form)
- ☒ Original Note
- ☒ Original Deed of Trust
- ☒ Executed Request for Full Reconveyance (attached form must be notarized)
- ☒ Any fire insurance policies, water stock certificates or other papers which you may hold in connection with this loan.

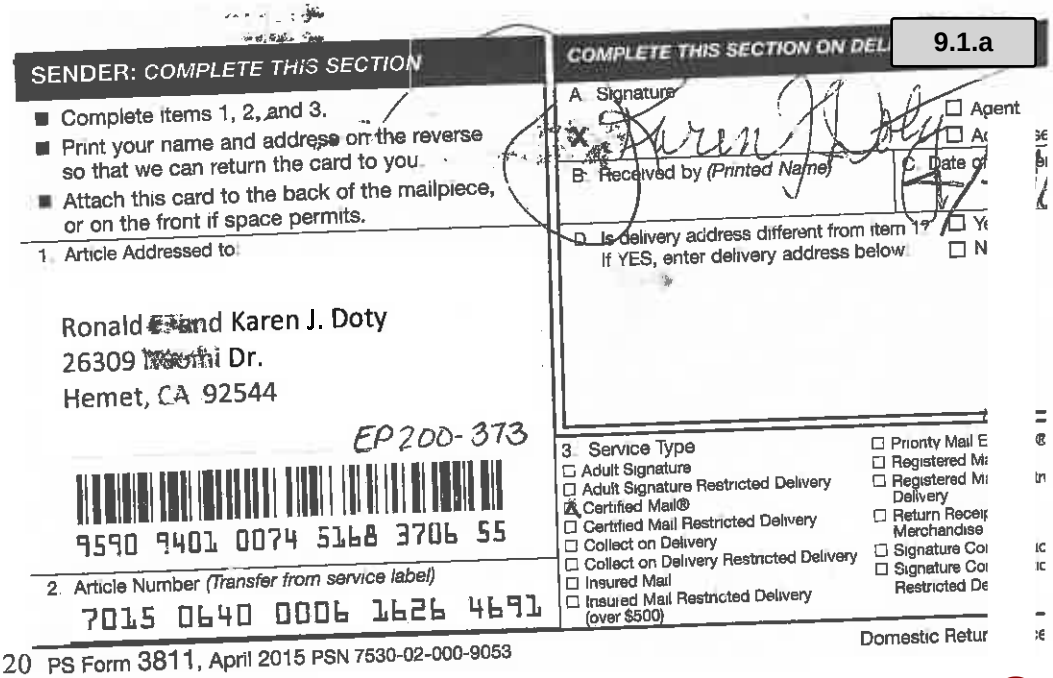
If you have any questions regarding this request, please do not hesitate to contact the undersigned.

Sincerely,

Anna Martinez
Escrow Officer
Phone: (951) 296-1718
Fax: (866) 657-0928
e-mail: Anna.Martinez@ltic.com

Enclosure(s)

Attachment: A. EP 200-373 Claim_Doty (2252 : EP 200-373)


SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Ronald E. and Karen J. Doty
26309 Naomi Dr.
Hemet, CA 92544

EP200-373

9590 9401 0074 5168 3706 55

2. Article Number (Transfer from service label)
7015 0640 0006 1626 4691

COMPLETE THIS SECTION ON DEL

A. Signature
X
Agent

B. Received by (Printed Name)

D. Is delivery address different from item 1?
If YES, enter delivery address below:

3. Service Type
- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery
- Insured Mail
- Insured Mail Restricted Delivery (over $500)
- Priority Mail E
- Registered Ma
- Registered Ma Delivery
- Return Receip Merchandise
- Signature Co
- Signature Co Restricted De

PS Form 3811, April 2015 PSN 7530-02-000-9053

Domestic Retur

April 5, 2016

Ronald E. and Karen J. Doty
26309 Naomi Dr.
Hemet, CA 92544

Re: APN: 549210019-7
TC 200 Item 373
Date of Sale: April 29, 20

To Whom It May Concern:

This office is in receipt of your claim for excess proceeds from the above-mentioned tax sale. The documentation you have provided is insufficient to establish your claim.

Please submit the necessary proof to establish your right to claim the excess proceeds. The document(s) listed below may assist the Tax Collector in making the determination.

___ Notarized Affidavit for Collection of Personal Property under California Probate Code 13100
___ Notarized Statement of different/misspelled
___ Notarized Statement Giving Authorization to claim on behalf of
___ Certified Death Certificate for
___ Copy of Birth Certificates for
____Copy of Marriage Certificate for
____Original Note/Payment Book
__X__ **Updated Statement of Monies Owed (as of date of tax sale)**
____Articles of Incorporation (if applicable Statement by Domestic Stock)
____Court Order Appointing Administrator
____Deed (Quitclaim/Grant etc...)
__X__ **Other – Copy of the Ronald E. Doty and Karen J. Doty 1978 Trust.**

I also had a question as to what the actual balance owed as of April 29, 2014 was. Your claim states that there is an unpaid balance of $1,033.50 plus an outstanding balance of $14,563.00. So I am unsure which is the correct balance owed as of April 29, 2014.

Please send in all documents within 30 days (**May 5, 2016**). If you should have any questions, please contact me at the number listed below.

Sincerely,

Jennifer Pazicni
Tax Sale Operations Unit
(951) 955-3336
(951) 955-3990 Fax
jpazicni@RivCoTTC.org

Attachment: A. EP 200-373 Claim_Doty (2252 : EP 200-373)

RONALD E. DOTY AND KAREN J. DOTY, HUSBAND & WIFE
Trustees of the Ronald E. Doty Family 1978 Trust

APN 549210019-7
Tax Sale April 29, 2014
TC 200 Item 373

Loan Amount: $23,500 Interest Rate: 10%
First payment due 6/1/98 Final payment due 5/1/13

Scheduled 180 payments at $250.00/month	=	$45,000 P & I
Payments made 105 @ $250	=	(26,250)
Unpaid Payments 75 @ $250	=	18,750
Plus 104 unpaid late fees @ $14.83	=	1,542.32
Plus interest from scheduled final payment on 5/1/13 to sale date 4/29/14	=	1,875.00
		22,167.32
Less 21.3% (attributable to uninsured destroyed mobile home note & security agreement uncollectable)		(4,721.64)
Updated statement of money owed		$ 17,445.68

Karen J Doty 4/26/16
Ronald E Doty 4/26/16

Attachment: A. EP 200-373 Claim_Doty (2252 : EP 200-373)

Accrued Interest for Deed of Trust on 549210019-7

Original Loan Amount **$12,384.33**
% Rate 10 per annum =**$1,238.43** per year
Interest per day = **$3.39**

Amount owing as of	05/10/2007				$12,384.33
Interest from	05/10/2007	to	05/10/2008	$1,238.43	$13,622.76
Interest from	05/10/2008	to	05/10/2009	$1,238.43	$14,861.19
Interest from	05/10/2009	to	05/10/2010	$1,238.43	$16,099.62
Interest from	05/10/2010	to	05/10/2011	$1,238.43	$17,338.05
Interest from	05/10/2011	to	05/10/2012	$1,238.43	$18,576.48
Interest from	05/10/2012	to	05/10/2013	$1,238.43	$19,814.91
Interest from	05/10/2013	to	04/29/2014	$1,200.06	$21,014.97
			(354)		
			Total		**$21,014.97**
			Plus Unpaid Late Fees	104 X $12.00=	$1,248.00
			Grand Total		$22,262.97

Attachment: A. EP 200-373 Claim_Doty (2252 : EP 200-373)

Due Date	Date Paid	Days of Int.	Pmt Rec'd	Pmt Amt	Late Fees Pd	Principle	Interest	Balance Due	Late Fees Due
05/01/1998		Only Claimable Portion- Deed of Trust Recorded for $18,000.00 Only						$ 18,000.00	
06/01/1998	06/02/1998	32	$ 193.44	$ 193.44	$ -	$ 35.63	$ 157.81	$ 17,964.37	
07/01/1998	07/02/1998	30	$ 193.44	$ 193.44	$ -	$ 45.79	$ 147.65	$ 17,918.58	
08/01/1998	08/04/1998	33	$ 193.44	$ 193.44	$ -	$ 31.44	$ 162.00	$ 17,887.14	
09/01/1998	09/01/1998	28	$ 193.44	$ 193.44	$ -	$ 56.22	$ 137.22	$ 17,830.92	
10/01/1998	10/01/1998	30	$ 193.44	$ 193.44	$ -	$ 46.88	$ 146.56	$ 17,784.04	
11/01/1998	11/04/1998	34	$ 193.44	$ 193.44	$ -	$ 27.78	$ 165.66	$ 17,756.26	
12/01/1998	12/22/1998	48	$ 205.94	$ 193.44	$ 12.50	$ (40.07)	$ 233.51	$ 17,796.32	Pd
01/01/1999	01/25/1999	34	$ 205.94	$ 193.44	$ 12.50	$ 27.67	$ 165.77	$ 17,768.66	Pd
02/01/1999	04/08/1999	73	$ 193.44	$ 193.44	$ -	$ (161.93)	$ 355.37	$ 17,930.59	Pd- 2/27/04
03/01/1999	05/10/1999	32	$ 193.44	$ 193.44	$ -	$ 36.24	$ 157.20	$ 17,894.35	Pd- 2/27/04
04/01/1999	06/07/1999	28	$ 193.44	$ 193.44	$ -	$ 56.17	$ 137.27	$ 17,838.18	Pd- 2/27/04
05/01/1999		0	$ 193.44	$ 193.44	$ -	$ 193.44	$ -	$ 17,644.74	Pd- 2/27/04
06/01/1999		0	$ 193.44	$ 193.44	$ -	$ 193.44	$ -	$ 17,451.30	
07/01/1999	07/14/1999	37	$ 193.44	$ 193.44	$ -	$ 16.54	$ 176.90	$ 17,434.76	Pd- 2/27/04
08/01/1999	08/13/1999	30	$ 193.44	$ 193.44	$ -	$ 50.14	$ 143.30	$ 17,384.62	Pd- 2/27/04
09/01/1999	09/10/1999	28	$ 193.44	$ 193.44	$ -	$ 60.08	$ 133.36	$ 17,324.55	
10/01/1999	10/08/1999	28	$ 193.44	$ 193.44	$ -	$ 60.54	$ 132.90	$ 17,264.01	
11/01/1999	11/15/1999	38	$ 193.44	$ 193.44	$ -	$ 13.71	$ 179.73	$ 17,250.30	Pd- 4/3/06
12/01/1999	01/13/2000	59	$ 193.44	$ 193.44	$ -	$ (85.40)	$ 278.84	$ 17,335.70	Pd- 4/3/06
01/01/2000	02/25/2000	43	$ 193.44	$ 193.44	$ -	$ (10.79)	$ 204.23	$ 17,346.49	Pd- 4/3/06
02/01/2000	02/25/2000	0	$ 193.44	$ 193.44	$ -	$ 193.44	$ -	$ 17,153.05	Pd- 4/3/06
03/01/2000	03/15/2000	19	$ 193.44	$ 193.44	$ -	$ 104.15	$ 89.29	$ 17,048.90	Pd- 4/3/06
04/01/2000	05/08/2000	54	$ 193.44	$ 193.44	$ -	$ (58.79)	$ 252.23	$ 17,107.69	$ 12.00
05/01/2000	06/12/2000	35	$ 193.44	$ 193.44	$ -	$ 29.39	$ 164.05	$ 17,078.30	$ 12.00
06/01/2000	08/05/2000	54	$ 193.44	$ 193.44	$ -	$ (59.23)	$ 252.67	$ 17,137.52	$ 12.00
07/01/2000	09/06/2000	32	$ 193.44	$ 193.44	$ -	$ 43.19	$ 150.25	$ 17,094.33	$ 12.00
08/01/2000	09/06/2000	0	$ 193.44	$ 193.44	$ -	$ 193.44	$ -	$ 16,900.89	$ 12.00
09/01/2000	12/07/2000	92	$ 193.44	$ 193.44	$ -	$ (232.56)	$ 426.00	$ 17,133.44	$ 12.00
10/01/2000	12/07/2000	0	$ 193.44	$ 193.44	$ -	$ 193.44	$ -	$ 16,940.00	$ 12.00
11/01/2000	12/07/2000	0	$ 193.44	$ 193.44	$ -	$ 193.44	$ -	$ 16,746.56	$ 12.00
12/01/2001	01/10/2001	34	$ 193.44	$ 193.44	$ -	$ 37.44	$ 156.00	$ 16,709.12	$ 12.00
01/01/2001	02/06/2001	27	$ 193.44	$ 193.44	$ -	$ 69.84	$ 123.60	$ 16,639.28	$ 12.00
02/01/2001	02/06/2001	0	$ 193.44	$ 193.44	$ -	$ 193.44	$ -	$ 16,445.84	
03/01/2001	04/07/2001	60	$ 193.44	$ 193.44	$ -	$ (76.90)	$ 270.34	$ 16,522.74	$ 12.00
04/01/2001	05/30/2001	53	$ 193.44	$ 193.44	$ -	$ (46.48)	$ 239.92	$ 16,569.22	$ 12.00
05/01/2001	07/25/2001	56	$ 193.44	$ 193.44	$ -	$ (60.77)	$ 254.21	$ 16,630.00	$ 12.00
06/01/2001	07/25/2001	0	$ 193.44	$ 193.44	$ -	$ 193.44	$ -	$ 16,436.56	$ 12.00
07/01/2001	07/25/2001	0	$ 193.44	$ 193.44	$ -	$ 193.44	$ -	$ 16,243.12	$ 12.00
08/01/2001	08/28/2001	32	$ 193.44	$ 193.44	$ -	$ 51.03	$ 142.41	$ 16,192.08	$ 12.00
09/01/2001	10/23/2001	58	$ 193.44	$ 193.44	$ -	$ (63.86)	$ 257.30	$ 16,255.94	$ 12.00
10/01/2001	12/10/2001	48	$ 193.44	$ 193.44	$ -	$ (20.34)	$ 213.78	$ 16,276.28	$ 12.00
11/01/2001	12/10/2001	0	$ 193.44	$ 193.44	$ -	$ 193.44	$ -	$ 16,082.84	$ 12.00
12/01/2001	01/24/2002	45	$ 193.44	$ 193.44	$ -	$ (4.84)	$ 198.28	$ 16,087.68	$ 12.00
01/01/2002		0	$ 193.44	$ 193.44	$ -	$ 193.44	$ -	$ 15,894.24	$ 12.00
02/01/2002		8	$ 193.44	$ 193.44	$ -	$ 158.60	$ 34.84	$ 15,735.63	
03/01/2002		28	$ 193.44	$ 193.44	$ -	$ 72.73	$ 120.71	$ 15,662.91	
04/01/2002		31	$ 193.44	$ 193.44	$ -	$ 60.41	$ 133.03	$ 15,602.49	
05/01/2002		30	$ 193.44	$ 193.44	$ -	$ 65.20	$ 128.24	$ 15,537.29	
06/01/2002		31	$ 193.44	$ 193.44	$ -	$ 61.48	$ 131.96	$ 15,475.81	
07/01/2002		30	$ 193.44	$ 193.44	$ -	$ 66.24	$ 127.20	$ 15,409.57	
08/01/2002		31	$ 193.44	$ 193.44	$ -	$ 62.56	$ 130.88	$ 15,347.01	
09/01/2002		31	$ 193.44	$ 193.44	$ -	$ 63.10	$ 130.34	$ 15,283.91	
10/01/2002	11/30/2002	90	$ -	$ -	$ -	$ (376.86)	$ 376.86	$ 15,660.78	$ 12.00
11/01/2002		0		$ -	$ -	$ -	$ -	$ 15,660.78	$ 12.00
12/01/2002		0		$ -	$ -	$ -	$ -	$ 15,660.78	$ 12.00
01/01/2003	01/05/2003	36	$ 193.44	$ 193.44	$ -	$ 38.98	$ 154.46	$ 15,621.80	
02/01/2003	02/06/2003	32	$ 193.44	$ 193.44	$ -	$ 56.48	$ 136.96	$ 15,565.32	
03/01/2003	05/20/2003	103	$ 193.44	$ 193.44	$ -	$ (245.80)	$ 439.24	$ 15,811.12	$ 12.00
04/01/2003	05/20/2003	0	$ 193.44	$ 193.44	$ -	$ 193.44	$ -	$ 15,617.68	$ 12.00
05/01/2003	08/05/2003	77	$ 193.44	$ 193.44	$ -	$ (136.03)	$ 329.47	$ 15,753.71	$ 12.00
06/01/2003	08/05/2003	0	$ 193.44	$ 193.44	$ -	$ 193.44	$ -	$ 15,560.27	$ 12.00
07/01/2003	11/05/2003	92	$ 193.44	$ 193.44	$ -	$ (198.76)	$ 392.20	$ 15,759.03	$ 12.00
08/01/2003	02/20/2004	107	$ 193.44	$ 193.44	$ -	$ (268.54)	$ 461.98	$ 16,027.57	$ 12.00
09/01/2003	02/27/2004	7	$ 193.44	$ 193.44	$ -	$ 162.70	$ 30.74	$ 15,864.87	$ 12.00
10/01/2003	02/27/2004	0	$ 205.44	$ 193.44	$ 12.00	$ 193.44	$ -	$ 15,671.43	Pd
11/01/2003	02/27/2004	0	$ 205.44	$ 193.44	$ 12.00	$ 193.44	$ -	$ 15,477.99	Pd

Attachment: A. EP 200-373 Claim_Doty (2252 : EP 200-373)

12/01/2003	02/27/2004	0	$ 205.44	$ 193.44	$ 12.00	$ 193.44	$ -	$ 15,284.55	Pd
01/01/2004	02/27/2004	0	$ 205.44	$ 193.44	$ 12.00	$ 193.44	$ -	$ 15,091.11	Pd
02/01/2004	02/27/2004	0	$ 205.44	$ 193.44	$ 12.00	$ 193.44	$ -	$ 14,897.67	Pd
03/01/2004	03/05/2004	7	$ 193.44	$ 193.44	$ -	$ 164.87	$ 28.57	$ 14,732.80	
04/01/2004	06/05/2004	92	$ 205.44	$ 193.44	$ 12.00	$ (177.91)	$ 371.35	$ 14,910.70	Pd
05/01/2004	06/05/2004	0	$ 205.44	$ 193.44	$ 12.00	$ 193.44	$ -	$ 14,717.26	Pd
06/01/2004	08/10/2004	66	$ 205.44	$ 193.44	$ 12.00	$ (72.68)	$ 266.12	$ 14,789.94	Pd
07/01/2004	08/10/2004	0	$ 205.44	$ 193.44	$ 12.00	$ 193.44	$ -	$ 14,596.50	Pd
08/01/2004	10/31/2004	82	$ 205.44	$ 193.44	$ 12.00	$ (134.48)	$ 327.92	$ 14,730.99	Pd
09/01/2004	10/31/2004	0	$ 205.44	$ 193.44	$ 12.00	$ 193.44	$ -	$ 14,537.55	Pd
10/01/2004	10/31/2004	0	$ 205.44	$ 193.44	$ 12.00	$ 193.44	$ -	$ 14,344.11	Pd
11/01/2004	12/14/2004	44	$ 205.44	$ 193.44	$ 12.00	$ 20.52	$ 172.92	$ 14,323.58	Pd
12/01/2004	12/14/2004	0	$ 205.44	$ 193.44	$ 12.00	$ 193.44	$ -	$ 14,130.14	Pd
01/01/2005	01/28/2005	45	$ 205.44	$ 193.44	$ 12.00	$ 19.23	$ 174.21	$ 14,110.91	Pd
02/01/2005	01/28/2005	0	$ 205.44	$ 193.44	$ 12.00	$ 193.44	$ -	$ 13,917.47	
03/01/2005	04/21/2005	83	$ 205.44	$ 193.44	$ 12.00	$ (123.04)	$ 316.48	$ 14,040.51	Pd
04/01/2005	04/21/2005	0	$ 205.44	$ 193.44	$ 12.00	$ 193.44	$ -	$ 13,847.07	Pd
05/01/2005	05/26/2005	35	$ 205.44	$ 193.44	$ 12.00	$ 60.66	$ 132.78	$ 13,786.41	Pd
06/01/2005	08/04/2005	70	$ 205.44	$ 193.44	$ 12.00	$ (70.96)	$ 264.40	$ 13,857.36	Pd
07/01/2005	09/21/2005	48	$ 205.44	$ 193.44	$ 12.00	$ 11.21	$ 182.23	$ 13,846.16	Pd
08/01/2005	09/21/2005	0	$ 205.44	$ 193.44	$ 12.00	$ 193.44	$ -	$ 13,652.72	Pd
09/01/2005	09/21/2005	0	$ 205.44	$ 193.44	$ 12.00	$ 193.44	$ -	$ 13,459.28	Pd
10/01/2005	04/03/2006	194	$ 205.44	$ 193.44	$ 12.00	$ (521.93)	$ 715.37	$ 13,981.21	Pd
11/01/2005	04/03/2006	0	$ 205.44	$ 193.44	$ 12.00	$ 193.44	$ -	$ 13,787.77	Pd
12/01/2005	04/03/2006	0	$ 205.44	$ 193.44	$ 12.00	$ 193.44	$ -	$ 13,594.33	Pd
01/01/2006	04/03/2006	0	$ 205.44	$ 193.44	$ 12.00	$ 193.44	$ -	$ 13,400.89	Pd
02/01/2006	08/23/2006	142	$ 205.44	$ 193.44	$ 12.00	$ (327.91)	$ 521.35	$ 13,728.80	Pd
03/01/2006	10/04/2006	42	$ 205.44	$ 193.44	$ 12.00	$ 35.46	$ 157.98	$ 13,693.33	Pd
04/01/2006	12/18/2006	75	$ 205.44	$ 193.44	$ 12.00	$ (87.93)	$ 281.37	$ 13,781.26	Pd
05/01/2006	01/17/2007	30	$ 205.44	$ 193.44	$ 12.00	$ 80.17	$ 113.27	$ 13,701.09	Pd
06/01/2006	03/10/2007	52	$ 205.44	$ 193.44	$ 12.00	$ (1.75)	$ 195.19	$ 13,702.85	Pd
07/01/2006	05/10/2007	61	$ 205.44	$ 193.44	$ 12.00	$ (35.57)	$ 229.01	$ 13,738.41	Pd
08/01/2006	05/10/2007	0	$ 205.44	$ 193.44	$ 12.00	$ 193.44	$ -	$ 13,544.97	Pd
09/01/2006	05/10/2007	0	$ 205.44	$ 193.44	$ 12.00	$ 193.44	$ -	$ 13,351.53	Pd
10/01/2006	05/10/2007	0	$ 205.44	$ 193.44	$ 12.00	$ 193.44	$ -	$ 13,158.09	Pd
11/01/2006	05/10/2007	0	$ 205.44	$ 193.44	$ 12.00	$ 193.44	$ -	$ 12,964.65	Pd
12/01/2006	05/10/2007	0	$ 205.44	$ 193.44	$ 12.00	$ 193.44	$ -	$ 12,771.21	Pd
01/01/2007	05/10/2007	0	$ 205.44	$ 193.44	$ 12.00	$ 193.44	$ -	$ 12,577.77	Pd
02/01/2007	05/10/2007	0	$ 205.44	$ 193.44	$ 12.00	$ 193.44	$ -	$ 12,384.33	Pd
03/01/2007	05/10/2007	0	$ 24.00	$ -	$ 24.00	$ -	$ -	$ 12,384.33	Pd
04/01/2007		0	$ -	$ -	$ -	$ -	$ -	$ 12,384.33	Pd
05/01/2007		0	$ -	$ -	$ -	$ -	$ -	$ 12,384.33	$ 12.00
06/01/2007		22							$ 12.00
07/01/2007		30							$ 12.00
08/01/2007		31							$ 12.00
09/01/2007		31							$ 12.00
10/01/2007		30							$ 12.00
11/01/2007		31							$ 12.00
12/01/2007		30							$ 12.00
01/01/2008		31							$ 12.00
02/01/2008		31							$ 12.00
03/01/2008		29							$ 12.00
04/01/2008		31							$ 12.00
05/01/2008		30							$ 12.00
06/01/2008		31							$ 12.00
07/01/2008		30							$ 12.00
08/01/2008		31							$ 12.00
09/01/2008		31							$ 12.00
10/01/2008		30							$ 12.00
11/01/2008		31							$ 12.00
12/01/2008		30							$ 12.00
01/01/2009		31							$ 12.00
02/01/2009		31							$ 12.00
03/01/2009		28							$ 12.00
04/01/2009		31							$ 12.00
05/01/2009		30							$ 12.00
06/01/2009		31							$ 12.00
07/01/2009		30							$ 12.00

Attachment: A. EP 200-373 Claim_Doty (2252 : EP 200-373)

08/01/2009		31							$ 12.00
09/01/2009		31							$ 12.00
10/01/2009		30							$ 12.00
11/01/2009		31							$ 12.00
12/01/2009		30							$ 12.00
01/01/2010		31							$ 12.00
02/01/2010		31							$ 12.00
03/01/2010		28							$ 12.00
04/01/2010		31							$ 12.00
05/01/2010		30							$ 12.00
06/01/2010		31							$ 12.00
07/01/2010		30							$ 12.00
08/01/2010		31							$ 12.00
09/01/2010		31							$ 12.00
10/01/2010		30							$ 12.00
11/01/2010		31							$ 12.00
12/01/2010		30							$ 12.00
01/01/2011		31							$ 12.00
02/01/2011		31							$ 12.00
03/01/2011		28							$ 12.00
04/01/2011		31							$ 12.00
05/01/2011		30							$ 12.00
06/01/2011		31							$ 12.00
07/01/2011		30							$ 12.00
08/01/2011		31							$ 12.00
09/01/2011		31							$ 12.00
10/01/2011		30							$ 12.00
11/01/2011		31							$ 12.00
12/01/2011		30							$ 12.00
01/01/2012		31							$ 12.00
02/01/2012		31							$ 12.00
03/01/2012		29							$ 12.00
04/01/2012		31							$ 12.00
05/01/2012		30							$ 12.00
06/01/2012		31							$ 12.00
07/01/2012		30							$ 12.00
08/01/2012		31							$ 12.00
09/01/2012		31							$ 12.00
10/01/2012		30							$ 12.00
11/01/2012		31							$ 12.00
12/01/2012		30							$ 12.00
01/01/2013		31							$ 12.00
02/01/2013		31							$ 12.00
03/01/2013		28							$ 12.00
04/01/2013		31							$ 12.00
05/01/2013		30							$ 12.00
06/01/2013		31							
07/01/2013		30							
08/01/2013		31							
09/01/2013		31							
10/01/2013		30							
11/01/2013		31							
12/01/2013		30							
01/01/2014		31							
02/01/2014		31							
03/01/2014		28							
04/01/2014		31							
04/29/2014		28							
			$ 20,259.88	$ 19,730.88	$ 529.00				$ 1,248.00
								Adjusted late fees for this Loan only	

TOTAL PAYMENTS MADE TO THIS LOAN ONLY

Attachment: A. EP 200-373 Claim_Doty (2252 : EP 200-373)

CLAIM FOR EXCESS PROCEEDS FROM THE SALE OF TAX-DEFAULTED PROPERTY
(SEE REVERSE SIDE FOR FURTHER INSTRUCTIONS)

To: Don Kent, Treasurer-Tax Collector

Re: Claim for Excess Proceeds

TC 200 Item 373 Assessment No.: 549210019-7

Assessee: WILLIAMS, EDWARD R & REINKE, MELANIE M

Situs: 44019 LLOYD ST HEMET 92544

Date Sold: April 29, 2014

Date Deed to Purchaser Recorded: June 20, 2014

Final Date to Submit Claim: June 22, 2015

RECEIVED
2014 AUG 13 PM 1:59
RIVERSIDE COUNTY
TREAS-TAX COLLECTOR

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of $47,920.71 from the sale of the above mentioned real property. I/We were the [X] lienholder(s), [ ] property owner(s) **[check in one box]** at the time of the sale of the property as is evidenced by Riverside County Recorder's Document No. 2001-197883; recorded on 5/7/2001. A copy of this document is attached hereto. I/We are the rightful claimants by virtue of the attached assignment of interest. I/We have listed below and attached hereto each item of documentation supporting the claim submitted.

NOTE: YOUR CLAIM WILL NOT BE CONSIDERED UNLESS THE DOCUMENTATION IS ATTACHED.

If the property is held in Joint Tenancy, the taxsale process has severed this Joint Tenancy, and all Joint Tenants will have to sign the claim unless the claimant submits proof that he or she is entitled to the full amount of the claim, the claimant may only receive his or her respective portion of the claim.

I/We affirm under penalty of perjury that the foregoing is true and correct.

Executed this 11th day of August, 2014 at Riverside, California
County, State

Signature of Claimant	Signature of Claimant
John Aguilar, Deputy Director Print Name	Print Name
5555 Arlington Avenue Street Address	Street Address
Riverside, CA 92504 City, State, Zip	City, State, Zip
951-343-5469 Phone Number	Phone Number

SCO 8-21 (1-99)

Attachment: B. EP 200-373 Claim_RivCoEDA (2252 : EP 200-373)

County Administrative Center- 4th Floor
4080 Lemon Street, P.O. Box 12005
Riverside, CA 92502-2205
(951) 955-3900
(951) 955-3990 - Fax

E-mail: ttc@co.riverside.ca.us
www.countytreasurer.org

COUNTY OF RIVERSIDE
TREASURER-TAX COLLECTOR

Palm Desert Office
38-686 El Cerrito Road
Palm Desert, CA 92211

Temecula Office
40935 County Center Drive, Suite C
Temecula, CA 92591

July 16, 2014

RONALD E DOTY AND KAREN J DOTY, TRUSTEES
C/O RONALD E DOTY AND KAREN J DOTY
26309 NAOMI DRIVE
HEMET, CA 92544

Re: EXCESS PROCEEDS FROM SALE OF TAX DEFAULTED PROPERTY

Assessment No.: 549210019-7 Item: 373
Situs Address: 44019 Lloyd St Hemet 92544
Assessee: Williams, Edward R & Reinke, Melanie M
Date Sold: April 29, 2014
Date Deed to Purchaser Recorded: June 20, 2014
Final Date to Submit Claim: June 22, 2015

Dear Sir or Madame:

The property referenced above was declared subject to the Tax Collector's power of sale for non-payment of taxes and later sold. Parties of Interest, as defined in Section 4675 of the California Revenue and Taxation Code (e.g., the last assessee and any lienholders of record), have a right to file a claim for any excess proceeds that remain after the tax liens and the costs of the sale have been satisfied. Our records show that you may be a party of interest, and we are enclosing for your convenience a claim form and a return envelope. Please note that your claim must be filed within one year of the date the deed to the purchaser was recorded (shown above). By law, we cannot accept claims after one year from this recording date. Claims submitted will be evaluated by our legal counsel and awarded in accordance with state law. The submission of a claim merely initiates that review.

The enclosed form is relatively simple and we must stress that most applicants will be able to fill it out without help. However, if you need help, please feel free to contact our office by mail, telephone or in person and we will help you without charge. You may telephone us at (951) 955-3947.

If you prefer to have an agent file your claim for you, or if you should decide to sell your claim (often referred to as "assignment") so that the purchaser of the claim may receive the funds, please advise us and we will send the proper form.

Please note also that the statutory procedures and the County's internal procedures dictate that most claims will not be processed until at least twenty (20) months following the date of recordation of the tax deed.

Sincerely,

DON KENT
TREASURER-TAX COLLECTOR

By Shawana Green
Deputy

117-170(Rev. 5-03)

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[redacted]

DOC # 2001-197882
10/17/2001 08:00A Fee:NC
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Recorded in Official Records
County of Riverside
Gary L. Orso
Assessor, County Clerk & Recorder

RECORDING REQUESTED BY

WHEN RECORDED MAIL TO
Riverside County Economic Development Agenc
3525 14th Street
Riverside, CA 92501-3813
ATTN: Housing Division

EXEMPT RECORDING FEE CODE 6103
SPACE ABOVE THIS LINE FOR RECORDER'S USE

DEED OF TRUST WITH ASSIGNMENT OF RENTS

This DEED OF TRUST ("Security Instrument") is made on this 11TH day of APRIL, 2001. The grantor is EDWARD R. WILLIAMS, AN UNMARRIED MAN, AND MELANIE M. REINKE, A MARRIED WOMAN AS HER SOLE AND SEPARATE PROPERTY, AS JOINT TENANTS. ("Borrower"), and whose address is 44-019 Lloyd Avenue, Hemet, CA 92544. The trustee is RIVERSIDE COUNTY ECONOMIC DEVELOPMENT AGENCY ("Trustee"). The beneficiary is the Redevelopment Agency for the County of Riverside, a public body, corporate and politic, and whose address is 3525 14TH Street, Riverside, CA 92501-3813 ("Lender"). Borrower owes Lender the principal sum of THIRTY SEVEN THOUSAND THREE HUNDRED NINETEEN AND 00/100 Dollars (U.S. $37,319.00). This debt is evidenced by Borrower's Promissory Note dated April 11, 2001 ("Note").

The Note provides for:

Borrower will pay this loan on demand, or if no demand is made, with the following terms and conditions.

Payments shall be deferred for the initial four (4) years of the term of this Note. Interest shall not accrue during the deferred payment period. This loan shall become due and payable on demand upon default by the Borrower.

Borrower will then pay this loan in One Hundred Twenty (120) amortized principal and interest payments of $360.36. Borrower's first amortized payment, including principal and interest, is due on May 1, 2005 and all subsequent payments will be due on the first day of each consecutive month thereafter until paid in full at an annual rate of interest of 3.000%. All outstanding principal along with accrued interest shall be due and payable on April 1, 2015. The loan principal along with accrued interest shall be due and payable with a single and final payment due on April 1, 2015 and in the amount of $316.20 for all outstanding principal along with accrued interest.

The loan evidenced by the Note and secured by this Security Instrument (the "Loan" or

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"Redevelopment Agency Loan") is being made pursuant to Community Redevelopment Law, California Health and Safety Code Section 33000 et seq.

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest or shared appreciation as provided in the Note, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest as provided in the Note, advanced under paragraph 8 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the property located in Riverside County, California, which is further described as:

LOT 19 OF TRACT NO. 4491-1, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 73, PAGES 92 AND 93 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY

ASSESSOR PARCEL NUMBER 549-210-019 ✓

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that the Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and, except for the First Deed of Trust, if any, the Property is unencumbered. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to such encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest (or any shared appreciation) on the debt evidenced by the Note and any late charges due under the Note.

2. Taxes and Insurance. Borrower shall pay at least ten (10) days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.

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Should Borrower fail to make any payment or to do any act herein provided, then Lender or Trustee, but without obligation to do so and without notice to or demand upon Borrower and without releasing Borrower from any obligation hereof, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Lender or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Lender or Trustee; pay, purchase, contest or compromise any encumbrance, charge, or lien which in the judgement of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his or her reasonable fees.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Prior Deeds of Trust; Charges; Liens. The Borrower shall perform all of the Borrower's obligations under the First Deed of Trust, if any, including Borrower's covenants to make payments when due. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Except for the liens permitted by the Lender in accordance with the terms of this Deed of Trust, Borrower shall promptly discharge any other lien which shall have attained priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. Except for the lien of the First Deed of Trust, if any, if Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy such lien or take one or more of the actions set forth above within 10 day of the giving of notice.

5. Subordination. This Deed of Trust shall be recorded with the Clerk and Recorder's Office of the County of Riverside in accordance with applicable law and shall not be subordinate to any other such Deed of Trust, Lien or Encumbrance except as provided for by applicable law. Borrower shall request County approval of any additional subordination and County consent shall not be unreasonably withheld.

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6. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss of fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 8.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgagee clause. All requirements hereof pertaining to insurance shall be deemed satisfied if the Borrower complies with the insurance requirements under the First Deed of Trust, if any. All original policies of insurance required pursuant to the First Deed of Trust, if any, shall be held by the Senior Lien Holder, if any; provided, however, Lender may be named as a loss payee as its interest may appear and may be named as an additional insured. If Lender requires, Borrower shall promptly give to Lender copies of all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier, the Senior Lien Holder, if any, and Lender. Lender may make proof of loss if not made promptly be the Senior Lien Holder, if any, or the Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer with 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 23 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

Notwithstanding the above, the Lender's rights to collect and apply the insurance proceeds hereunder shall be subject and subordinate to the rights of the Senior Lien Holder, if any, to collect and apply such proceeds in accordance with the First Trust Deed, if any.

7. Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall not destroy, damage or impair the Property, allow the

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Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to representations concerning Borrowers use of Property for affordable housing. If this Security Instrument is on a leasehold, Borrower shall comply with all provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

The Borrower acknowledges that this Property is subject to certain use and occupancy restrictions (which may be further evidenced by a separate agreement recorded in the land records where the Property is located), limiting the Property's use to "low-income housing" within the meaning of Community Redevelopment Law. The use and occupancy restrictions may limit the Borrower's ability to rent the Property. The violation of any use and occupancy restrictions may, if not prohibited by federal law, entitle the Lender to the remedies provided in Section 23 hereof.

8. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument (including sums secured by the First Deed of Trust, if any), appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 8, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 8 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amount shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

Prior to taking any actions under this paragraph 8, however, Lender shall notify the Senior Lien Holder, if any, of such default in the manner provided in paragraph 23 of this Security Instrument, and shall provide the Senior Lien Holder, if any, with the opportunity to cure any such default under this Security Instrument. All amounts advanced by the Senior Lien Holder, if any, to cure a default hereunder shall be deemed advanced by the Senior Lien Holder, if any, and shall be secured by the First Deed of Trust, if any. In addition, the Lender agrees that it will not commence



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foreclosure proceedings or accept a deed in lieu of foreclosure, or exercise any other rights or remedies hereunder until it has given the Senior Lien Holder, if any, at least 60 days' prior written notice. Any action by Lender hereunder to foreclose or accept a deed in lieu of foreclosure shall be subject to the "due on sale" provisions of the First Deed of Trust, if any.

Lender and Borrower further agree that a default hereunder shall constitute a default under the First Deed of Trust, if any. In the event of a default hereunder, the Senior Lien Holder shall have the right to exercise all rights and remedies under the First Deed of Trust, if any.

9. **Mortgage Insurance.** If the Lender required mortgage insurance as a condition of making the loan secured by the Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

10. **Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

11. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of the First Deed of Trust, if any.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender Otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any

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balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemner offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

13. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 18. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey the Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent; provided, however, that such modification or accommodation shall not be made without the prior written consent of the Senior Lien Holder, if any.

14. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits

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will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

15. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Borrower's mailing address stated herein or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice required to be given to the Senior Lien Holder, if any, shall be given by first class mail to such address the Senior Lien Holder, if any, designates by notice to the Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

16. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

17. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. Except for a conveyance to the trustee under the First Deed of Trust, if any, if all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent including a transfer of all or any part of the Property to any person who, at initial occupancy of the Property, does not use the Property for "low-income housing" within the meaning of Community Redevelopment Law, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this Option, Lender shall give Borrower and the Senior Lien Holder, if any, prior written notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

Notwithstanding Lender's right to invoke any remedies hereunder, as provided in Section 8 above, Lender agrees that it will not commence foreclosure proceedings or accept a deed in lieu

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of foreclosure, or exercise any other rights or remedies hereunder until it has given the Senior Lien Holder at least 60 days' prior written notice.

The Borrower and the Lender agree that whenever the Note or this Security Instrument gives the Lender the right to approve or consent with respect to any matter affecting the Property (or the construction of any improvements thereon) or otherwise (including the exercise of any "due on sale" clause), and a right of approval or consent with regard to the same matter is also granted to the Senior Lien Holder, if any, pursuant to the First Deed of Trust, if any, the Senior Lien Holder's, if any, approval or consent or failure to approve or consent, as the case may be, shall be binding on the Borrower and the Lender.

19. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgement enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 18.

20. *Sale of Note; Change of Loan Servicer.* The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 15 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

21. No Assignment. Until the loan secured by the First Deed of Trust, if any, has been satisfied in full, the Lender and the Borrower agree that the Note and the Security Instrument will not be assigned without the Senior Lien Holder's, if any, prior written consent.

22. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental

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Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Prior to taking any such remedial action, however, the Borrower shall notify the Senior Lien Holder, if any, that such remedial action is necessary and shall obtain the Senior Lien Holder's, if any, prior written consent for such remedial action.

As used in this paragraph 22, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 22, "Environmental Law" *means federal laws and laws of the jurisdiction where the Property is* located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

23. Acceleration; Remedies. Lender shall give notice to Borrower and the Senior Lien Holder, if any, prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument. The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower (and with respect to the Senior Lien Holder, if any, 60 days from the date the notice is given to the Senior Lien Holder, if any), by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured by the Borrower on or before the date specified in the notice, and the Senior Lien Holder, if any, has not exercised its right to cure the default, then Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Notwithstanding Lender's right to invoke any remedies hereunder, as provided in Section 8 above, the Lender agrees that it will not commence foreclosure proceedings or accept a deed in lieu of foreclosure, or exercise any other rights or remedies hereunder until it has given the Senior Line Holder, if any, at least 60 days' prior written notice. *Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided* in this paragraph 23, including, but not limited to, reasonable attorneys' fees and costs of title

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evidence.

If Lender invokes the power of sale, Lender or Trustee shall mail copies of a notice of sale in the manner prescribed by applicable law to Borrower, the Senior Lien Holder, if any, and to the other persons prescribed by applicable law. Trustee shall give notice of sale by public advertisement for the time and in the manner prescribed by applicable law. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property to any later time on the same date by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

24. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

25. Substitute Trustee. Lender, at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder by an instrument recorded in the county in which this Security Instrument is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

26. Modification of First Deed of Trust Loan Documents. The Lender consents to any agreement or arrangement in which the Senior Lien Holder, if any, waives, postpones, extends, reduces or modifies any provisions of the First Deed of Trust Loan Documents, if any, including any provisions requiring the payment of money.

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BY SIGNING BELOW, the Borrower and the Lender accept and agree to the terms and covenants contained in this Security Instrument.

BORROWER:

By: Edward R Williams

Name: Edward R. Williams

By: [signature]

Name: Melanie M. Renkic

LENDER:

By: Robin Zimpfer

Name: Robin Zimpfer

Title: Managing Director

Signatures must be notarized

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[redacted]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Riverside } ss.

On April 11, 2001, before me, Regina R. Isaac, Notary Public,
Name and Title of Officer (e.g. "Jane Doe, Notary Public")

personally appeared Robin Zimpfer
Name(s) of Signer(s)

☒ personally known to me
☐ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

REGINA R. ISAAC
Commission # 1288983
Notary Public - California
Riverside County
My Comm. Expires Dec 31, 2004

Place Notary Seal Above

Regina R. Isaac
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document
Title or Type of Document: Deed of Trust of Assignment of Rents

Document Date: April 11, 2001 Number of Pages: 12

Signer(s) Other Than Named Above: Melanie Rennie & Edward Williams

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[redacted]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Riverside } ss.

On April 12, 2001 before me, Regina R. Isaac, Notary Public,
(Name and Title of Officer (e.g. "Jane Doe, Notary Public")

personally appeared Maxine Marie Rouse
(Name(s) of Signer(s))

☒ personally known to me
☐ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

REGINA R. ISAAC
Commission # 1286783
Notary Public - California
Riverside County
My Comm. Expires Dec 31, 2004

Regina R. Isaac
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document
Title or Type of Document: Deed of Trust of Assignment of Rents

Document Date: April 12, 2001 Number of Pages: 15

Signer(s) Other Than Named Above: _____

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Attachment: B. EP 200-373 Claim_RivCoEDA (2252 : EP 200-373)

[redacted]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Riverside } ss.

On April 11, 2001, before me, Regina R. Isaac, Notary Public,
Name and Title of Officer (e.g. "Jane Doe, Notary Public")

personally appeared Edward R. Williams,
Name(s) of Signer(s)

☑ personally known to me
☐ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

REGINA R. ISAAC
Commission # 1288983
Notary Public - California
Riverside County
My Comm. Expires Dec 31, 2004

Place Notary Seal Above

Regina R. Isaac
Signature of Notary Public

OPTIONAL

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Title or Type of Document: Deed of Trust of Assignment of Rents

Document Date: April 11, 2001 Number of Pages: 12

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Page 1 of 12
Recorded in Official Records
County of Riverside
Gary L. Orso
Assessor, County Clerk & Recorder

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Executive Director
Riverside County Redevelopment Agency
P.O. Box 1180
Riverside, CA 92502
ATTN: Home Rehabilitation Program

File: H3.0036.00

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(Free Recording Requested-Government Code 36103)

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AGREEMENT CONTAINING COVENANTS AFFECTING REAL PROPERTY

This Agreement is made this 11 day of APRIL, (year) 2001 between The "OWNER" and the Redevelopment Agency of the County of Riverside, a public agency organized and existing under the laws of the State of California ("Agency").

RECITALS

1. **WHEREAS,** the undersigned are the OWNERS (The "OWNER") of that certain real property known as 44019 Lloyd Street in the unincorporated community of Hemet, within the County of Riverside, California, and more particularly described on page 2 of this Agreement and incorporated herein by this reference (the "PROPERTY"); and

2. **WHEREAS,** County has determined that Homeowner qualifies for use of Agency's Low and Moderate Income Housing Set-aside funds ("Set-aside Funds"); and

2. **WHEREAS,** in accordance with Section 33334.3 of the California Health and Safety Code (CHSC), the housing unit will remain affordable, as that term applies in Sections 33334.2 and 50052.5 of the CHSC, for a period not less than 30 years, unless Homeowner fulfills the requirements of Section 1.3 of this Covenant Agreement; and

4. **WHEREAS,** in connection with the execution of this Agreement, OWNER has received a grant from the County of Riverside (the "County") for improvement of the PROPERTY (the "Grant").

5. **WHEREAS,** Homeowner has agreed to enter into this Covenant Agreement to meet the requirements of Community Redevelopment Law, specifically CHSC 33334.3; and

COPY

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5. **WHEREAS,** Homeowner acknowledges that he or she intends to occupy the housing unit as his or her principal place of residence; and

NOW, THEREFORE, in consideration for the Grant, the receipt of which is hereby acknowledged, OWNER covenants and agrees as follows:

"OWNER", Edward R. Williams and Melanie M. Reinke, whose address is:

44019 Lloyd Street, Hemet, California 92544

OWNER of property located in the unincorporated community of Hemet, California, described as follows:

Lot 19 of Tract No. 4491-1, in the County of Riverside, State of California, as per Map recorded in Book 73, pages 92 and 93 of Maps, in the Office of the County Recorder of said County.

(Such property hereinafter being referred to as "PROPERTY")
do hereby grant a LIEN to and COVENANT with the Economic Development Agency of the County of Riverside, 3525 14th Street, Riverside, CA 92501, as a covenant running with the land, enforceable by the Economic Development Agency of the County of Riverside, a Public Body Corporate and Politic, as follows:

The OWNER hereby acknowledges the receipt of financial assistance, services, repairs and improvements or other benefits provided or paid for by the Redevelopment Agency for the County of Riverside, which assistance has heretofore been made, or is intended to be made following the execution of this agreement, or both, to PROPERTY occupied by OWNER, as his, her or their primary residence, situated in the, California, known as the PROPERTY and covenant running with the land as the PROPERTY, for the purposes and subject to the terms and conditions set forth hereinafter.

"OWNER" shall include the singular or the plural to represent all owners of the subject PROPERTY.

This agreement may constitute a LIEN on the PROPERTY.

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ARTICLE 1
OCCUPANCY

The OWNER covenant and agree that the subject PROPERTY shall be used and occupied as the primary residence of himself, herself or themselves, and further agrees that in the event the PROPERTY is transferred or sold, any such transfer shall be subject to the lien and covenant granted to the Redevelopment Agency for the County of Riverside by this agreement. This agreement is intended to assure the Redevelopment Agency for the County of Riverside that the PROPERTY covered hereby shall used as the primary residence of a person or persons of moderate, low, or very low income, as determined by the standards established by the California State Department of Housing and Community Development (HCD).

ARTICLE 2
SECURITY

If the PROPERTY is sold or otherwise transferred to a person or persons not so qualifying from the standpoint of income or primary occupancy, Redevelopment Agency for the County of Riverside shall be entitled to recover from OWNER, transferee or buyer, or any or all of them, before the termination of the thirty (30)-year affordability period an amount representing that portion of the sales price or that portion of the value of the PROPERTY transferred representing the amounts contributed by the investment of the Redevelopment Agency for the County of Riverside in repairs and improvements or other financial assistance to the PROPERTY which was paid for from affordable housing funds of Redevelopment Agency for the County of Riverside, including amounts advanced prior to the date of this instrument, on the date of this instrument, and subsequent to the date of this instrument. In the event the amount contributed by the Redevelopment Agency for the County of Riverside exceeds the actual value of the PROPERTY, that factor shall be considered but shall not be determinative of the amount due to the Redevelopment Agency for the County of Riverside from OWNER, the transferee and/or the buyer, or any or all of them. In no case, however, shall the amount to be recovered by the Redevelopment Agency for the County of Riverside be greater than the total amount invested in repairs, improvements and financial assistance to the PROPERTY or its occupant-OWNER by the Redevelopment Agency for the County of Riverside. No interest, fees or administrative costs shall be charged to the consumer.

Security shall be released on the termination of the term of this agreement.

In the event the PROPERTY is sold or otherwise transferred to a person or persons qualifying as a primary resident of moderate, low, or very low income, under HCD standards, no payment need be made to the Redevelopment Agency for the County of Riverside, if such person or persons buying or otherwise receiving the PROPERTY agrees to have the terms of the covenant to continue in full force and effect.



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ARTICLE 3
TERMS OF AFFORDABILITY

1.1 **Occupancy.** The housing unit shall be occupied by *persons and families of low or moderate income*, as that term is defined in Section 50093 of the California Health and Safety Code (CHSC).

1.2 **Affordability.** In accordance with Section 33334.3 of the California Redevelopment Law, the housing unit shall remain available at *affordable housing cost*, as that term is defined in Section 50052.5 of the CHSC, for a period not less than 30 years from the date this Covenant Agreement is recorded, unless OWNER fulfills the requirements of Section 1.3

1.3 **Sale or Transfer of PROPERTY.** In the event that Homeowner sells or transfers the PROPERTY in less than 30 years and Agency Set-aside Funds granted to OWNER are fully recovered, the housing unit need not remain affordable for the period of time specified in Section 1.2.

ARTICLE 4
MAINTENANCE REQUIREMENTS

2.1 **Maintenance of PROPERTY.** OWNER shall, at its sole cost and expense, maintain and repair the PROPERTY and the improvements thereon, including, without limitation, the buildings, fencing, parkways, landscaping, driveways, garages, carports, and lighting, in first class condition and repair, and in decent, safe and sanitary condition.

2.2 **Interior Maintenance.** OWNER shall maintain the interior of the dwelling unit(s) located on the PROPERTY in a decent, safe and sanitary condition and shall, immediately upon discovery thereof, correct any health and safety code violations.

2.3 **Exterior Maintenance.** The PROPERTY shall be kept free from the accumulation of debris and waste materials. All exterior, painted surfaces shall be maintained at all times in a clean and presentable manner, free from chipping, cracking, peeling and defacing marks.

(a) **Exterior.** No building, patio, balcony, wall, fence or yard area, including parkways, may be left in an unmaintained condition so that any of the following exist:

(1) Buildings abandoned, boarded up, partially destroyed or left unreasonably in a state of partial construction.



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(2) Unpainted buildings or buildings with peeling paint in such a condition as to:

(A) Cause dry rot, warping and termite infestation; or

(B) Constitute an unsightly appearance that detracts from the aesthetic or property values of neighboring properties.

(3) Broken windows, constituting hazardous conditions and/or inviting trespassers and malicious mischief.

(4) Broken or discarded furniture, appliances and other household equipment stored for periods exceeding one (1) week.

(5) Packing boxes, lumber, trash, dirt and other debris stored for periods exceeding one (1) week.

(6) Unscreened trash cans, bins or containers stored for unreasonable periods in areas visible from public streets and common areas.

(b) **Graffiti Removal.** All graffiti, and defacement of any type, including marks, words and pictures, must be removed and any necessary painting or repair completed within the earlier of seventy-two (72) hours of their creation or within forty-eight (48) hours after notice to OWNER from County.

(c) **Trash.** All trash shall be collected and placed in appropriate areas for pick-up by refuse haulers on normal trash pick-up days.

(d) **Landscaping.** All exterior areas of the PROPERTY that are not buildings, driveways or walkways shall be adequately and appropriately landscaped and maintained. The landscaping shall meet minimum standards set from time to time by the County. Landscaping on the PROPERTY, including front, back and side yards and parkways shall be absent of the following:

i. Lawns with grasses in excess of six (6) inches in height.

ii. Untrimmed hedges.

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iii. Trees, shrubbery, lawns and other plant life dying from lack of water or other necessary maintenance.

iv. Trees and shrubbery grown uncontrolled without proper pruning.

v. Vegetation so over grown as to be likely to harbor rats or vermin.

vi. Dead, decayed or diseased trees, weeds and other vegetation.

vii. Inoperative irrigation system(s).

viii. Parkways with ground cover in excess of eighteen (18) inches in height.

ARTICLE 5
NON-DISCRIMINATION

3.1 **Non-discrimination Covenants.** OWNER covenants by and for itself, its successors and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, religion, sex, marital status, familial status, disability, national origin, or ancestry in the sale, lease, sublease, marital status, familial status, disability, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the PROPERTY, nor shall OWNER itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sub-lessee, or vendees in the PROPERTY.

3.2 **Non-discrimination Clauses.** OWNER shall refrain from restricting the rental, sale or lease of the PROPERTY on the basis of race, color, creed, religion, sex, marital status, familial status, disability, national origin or ancestry of any person. All such deeds, leases, or contracts shall contain or be subject to substantially the following non-discrimination or non-segregation clauses:

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(a) In deeds: "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, familial status, disability, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein conveyed, nor shall the grantee himself or herself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sub-lessee or vendees in the land herein conveyed. The foregoing covenants shall run with the land."

(b) In leases: "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

"There shall be no discrimination against or segregation of any person or groups of persons on account of race, color, creed, religion, sex, marital status, familial status, disability, ancestry or national origin in the leasing, subleasing, transferring, use occupancy, tenure or enjoyment of the premises herein leased, nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sub-lessee or vendees in the premises herein leased."

ARTICLE 6
TERM

The term of this Agreement shall be for thirty (30) years from the date of recordation in the Official Records of the County of Riverside, at which time this Agreement shall expire by its own terms. That notwithstanding, the covenants against discrimination set forth in Article 2 shall never expire and shall run in perpetuity.

ARTICLE 7
SUCCESSORS AND ASSIGNS

OWNER hereby declares the express intent that the covenants and restrictions set forth in this Agreement shall run with the land, and shall bind OWNER, its executors, administrators and assigns and all persons claiming under or through OWNER and all successors in title to the PROPERTY. Each and every contract, deed or other instrument hereafter executed covering or conveying the PROPERTY or any portion thereof shall be held conclusively to have been executed, delivered, and accepted subject to such covenants and restrictions,

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regardless of whether such covenants or restrictions are set forth in such contract, deed or other instrument.

ARTICLE 8
DEFAULT AND REMEDIES

6.1 **Event of Default and Remedies.** Failure or delay by OWNER to perform any covenant, condition or provision of this Agreement constitutes a default under this Agreement. In such event, County shall give written notice of default to OWNER, specifying the default complained of by County. Failure or delay by County in giving such notice or asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies, or change the time of default, or deprive County of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

OWNER shall immediately commence to cure such default upon receipt of the written notice of default and shall complete such cure within thirty (30) days from the date of receipt of the written notice or such longer period if the nature of the default is such that more than thirty (30) days is required to cure such default, but in any event, not longer than ninety (90) days. Failure to cure such default within the prescribed time shall constitute an "Event of Default."

In the Event of Default or breach of any of the terms or conditions of this Agreement by OWNER, or OWNER'S heirs, executors, administrators or assigns, County may pursue the remedy thereof by any and all means of enforcement, both in equity and at law, as provided by the laws of the State of California.

6.2 **Nuisance.** The result of every act or omission whereby any of the covenants contained in this Agreement are violated in whole or in part, is hereby declared to be and constitutes a nuisance, and every remedy allowable at law or equity, against a nuisance, either public or private, shall be applicable against every such result and may be exercised by any OWNER or its successors in interest, without derogation of County's rights under law.

6.3 **Right of Entry.** To the extent permitted by law, following thirty (30) days written notice to OWNER specifically outlining the noncompliance with this Agreement, County shall have the right of entry at reasonable hours to enforce compliance and effect the repairs or maintenance which OWNER has failed to perform. If at any time, OWNER fails to maintain the PROPERTY in accordance with the Agreement and such condition is not corrected within five (5) days after written notice from County with respect to graffiti, debris, waste material, and general maintenance, or thirty (30) days after written notice from County with respect to landscaping and building improvements,

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maintenance of a nuisance, or other violation, then County, in addition to whatever remedy it may have at law or at equity, shall have the right to enter upon the applicable portion of the PROPERTY and perform all acts and work necessary to protect, maintain and preserve the improvements and landscaped areas on the PROPERTY.

6.4 **Costs of Repair.** The costs borne by County from such acts and work of protection, maintenance and repair pursuant to Section 5.3, including a reasonable administrative charge, shall become a charge which OWNER shall promptly pay upon demand and, if unpaid after fifteen (15) days, shall be assessed as a lien against the PROPERTY.

6.5 **Cumulative Remedies.** The remedies herein provided for breach of the covenants contained in this Agreement shall be deemed cumulative, and none of such remedies shall be deemed exclusive.

6.6 **Failure to Enforce.** The failure to enforce any of the covenants contained in this Agreement shall be not constituted a waiver of the right to enforce the same thereafter.

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ARTICLE 9
NOTICE

Notice to OWNER under this Agreement shall be made in writing and shall be served personally or by U.S. Mail, first-class, postage prepaid, to the address of the PROPERTY. Notice served personally shall be effective upon receipt and notice served by mail shall be deemed effective three (3) days after deposit in the U.S. Mail, postage prepaid.

IN WITNESS WHEREOF, Agency and OWNER have executed this Agreement as of the day and year written below.

RIVERSIDE COUNTY REDEVELOPMENT AGENCY

By: Kevin Jeyapaul

Title: MANAGING DIRECTOR

OWNER(S)

By: Edward R Williams 4-11-01
Signature Date

Printed Name: Edward R. Williams

By: 4-11-01
Signature Date

Printed Name: Melanie M. Reinke

(THIS DOCUMENT IS TO BE NOTARIZED)

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Attachment: B. EP 200-373 Claim_RivCoEDA (2252 : EP 200-373)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Riverside } ss.

On April 11, 2001, before me, **Regina R. Isaac, Notary Public,**
Name and Title of Officer (e.g. "Jane Doe, Notary Public")

personally appeared Edward R Williams,
Name(s) of Signer(s)

☒ personally known to me
☐ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

WITNESS my hand and official seal.

REGINA R. ISAAC
Commission # 1288983
Notary Public - California
Riverside County
My Comm. Expires Dec 31, 2004

Regina R. Isaac
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document
Title or Type of Document: Agreement Containing Covenants Affecting Real Property
Document Date: _____ Number of Pages: 9
Signer(s) Other Than Named Above: _____

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Attachment: B. EP 200-373 Claim_RivCoEDA (2252 : EP 200-373)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Riverside } ss.

On April 11, 2001, before me, **Regina R. Isaac, Notary Public,**
Name and Title of Officer (e.g. "Jane Doe, Notary Public")

personally appeared Melanie Marie Rapke,
Name(s) of Signer(s)

☒ personally known to me
☐ proved to me on the basis of satisfactory evidence

to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity~~(ies)~~, and that by ~~his~~/her/~~their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

WITNESS my hand and official seal.

REGINA R. ISAAC
Commission # 1288983
Notary Public - California
Riverside County
My Comm. Expires Dec 31, 2004

Regina R. Isaac
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document
Title or Type of Document: Agreement Containing Covenants Affecting Real Property

Document Date: _____ Number of Pages: 9

Signer(s) Other Than Named Above: _____

2001-197883
05/07/2001 08:00A
11 of 12

Attachment: B. EP 200-373 Claim_RivCoEDA (2252 : EP 200-373)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Riverside } ss.

On April 11, 2001, before me, **Regina R. Isaac, Notary Public**,
Name and Title of Officer (e.g. "Jane Doe, Notary Public")

personally appeared Robin Zimpfer,
Name(s) of Signer(s)

☒ personally known to me
☐ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

WITNESS my hand and official seal.

REGINA R. ISAAC
Commission # 1288983
Notary Public - California
Riverside County
My Comm. Expires Dec 31, 2004

Regina R. Isaac
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

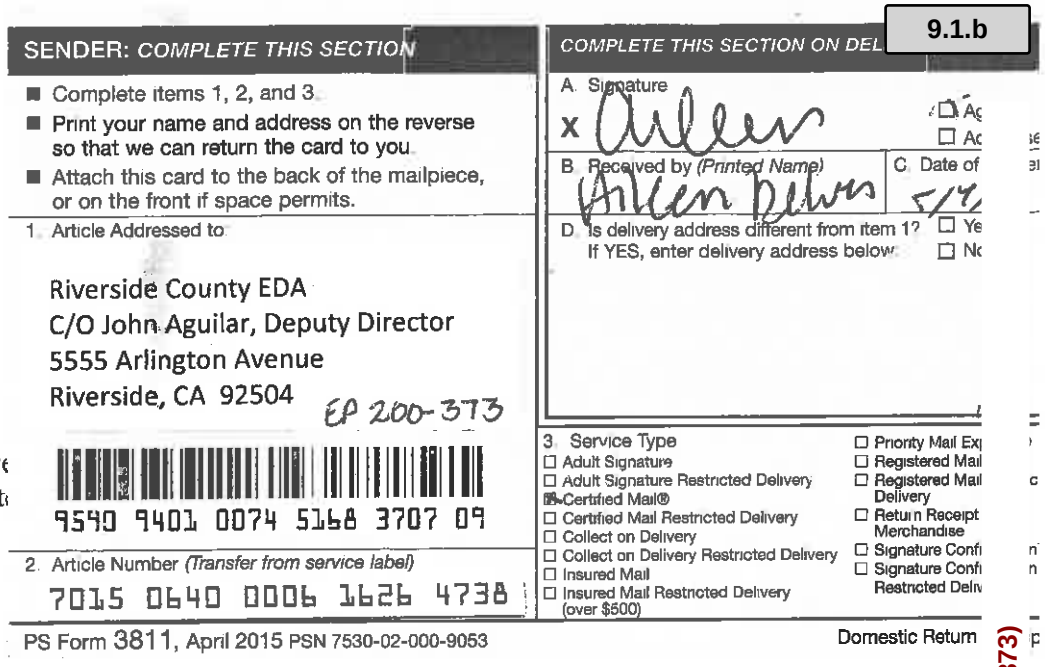
Title or Type of Document: Agreement Containing Covenants Affecting Real Property

Document Date: April 11, 2001 Number of Pages: 9

Signer(s) Other Than Named Above: Melanie Reinke and Edward Williams

2001-197883
05/07/2001 08:00A
12 of 12

Attachment: B. EP 200-373 Claim_RivCoEDA (2252 : EP 200-373)



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Riverside County EDA
C/O John Aguilar, Deputy Director
5555 Arlington Avenue
Riverside, CA 92504

EP 200-373

9590 9401 0074 5168 3707 09

2. Article Number (Transfer from service label)
7015 0640 0006 1626 4738

PS Form 3811, April 2015 PSN 7530-02-000-9053 Domestic Return

COMPLETE THIS SECTION ON DEL

A. Signature
x

B. Received by (Printed Name)

C. Date of

D. Is delivery address different from item 1? If YES, enter delivery address below:

3. Service Type
- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery
- Insured Mail
- Insured Mail Restricted Delivery (over $500)
- Priority Mail Ex
- Registered Mail
- Registered Mail Delivery
- Return Receipt Merchandise
- Signature Confi
- Signature Confi Restricted Deliv

May 2, 2016

Riverside County Economic Deve
C/O John Aguilar, Deputy Direct
5555 Arlington Avenue
Riverside, CA 92504

Re: APN: 549210019-7
TC 200 Item 373
Date of Sale: April 29, 2014

To Whom It May Concern:

This office is in receipt of your claim for excess proceeds from the above-mentioned tax sale. The documentation you have provided is insufficient to establish your claim.

Please submit the necessary proof to establish your right to claim the excess proceeds. The document(s) listed below may assist the Tax Collector in making the determination.

___ Notarized Affidavit for Collection of Personal Property under California Probate Code 13100
___ Notarized Statement of different/misspelled
___ Notarized Statement Giving Authorization to claim on behalf of
___ Certified Death Certificate for
___ Copy of Birth Certificates for
___ Copy of Marriage Certificate for

___ Original Note/Payment Book
__X__ **Updated Statement of Monies Owed (as of date of tax sale)**
___ Articles of Incorporation (if applicable Statement by Domestic Stock)
___ Court Order Appointing Administrator
___ Deed (Quitclaim/Grant etc...)
___ Other –

Please send in all documents within 30 days (**June 1, 2016**). If you should have any questions, please contact me at the number listed below.

Sincerely,

Jennifer Pazicni
Tax Sale Operations Unit
(951) 955-3336
(951) 955-3990 Fax
jpazicni@RivCoTTC.org

Attachment: B. EP 200-373 Claim_RivCoEDA (2252 : EP 200-373)

Pazicni, Jennifer

From: Alan, Donald
Sent: Thursday, May 19, 2016 9:26 AM
To: Pazicni, Jennifer
Cc: Espejo, Sharon H.; Cruz, Bernadette; Melton, Kyle
Subject: Principal and Interest Calculation for Williams and Reinke Loan
Attachments: E Williams and M Reinke Interest Calculation Worksheet.xlsx

Follow Up Flag: Follow up
Flag Status: Flagged

Jennifer,
I have attached the principal and interest calculation for the Williams and Reinke Loan No. HP-00-018.
Please let me know if you have any questions.
Thanks,
Don

COUNTY OF RIVERSIDE
EDA
ECONOMIC DEVELOPMENT AGENCY

Donald Alan
Fiscal Supervisor
Housing Authority
DAlan@rivcoeda.org
www.harivco.org
Phone: 951.343.5440
Fax: 951.687.1650



Attachment: B. EP 200-373 Claim_RivCoEDA (2252 : EP 200-373)

Housing Authority Successor Agency

Interest Charges Worksheet

Williams, Edwards R & Melanie Reinke
Loan Number: HP-00-018

Original Payment Start Date: 5/1/05

Term: 4/11/01 - 4/1/15

Note Amount: 37,319.00

Interest Rate: 3%
Daily Rate: 0.00822%

Date	# of Days	Description	Draw Amount	Payments	Principal Balance	Balance Subject to Interest Charges	Interest Charged	Interest Balance	Principal + Interest
04/11/2001		Intial loan amount	37,319.00		37,319.00	-	-	-	37,319.00
12/31/2001	264	Year End Interest Accrual			37,319.00	37,319.00	-	-	37,319.00
12/31/2002	365	Year End Interest Accrual			37,319.00	37,319.00	-	-	37,319.00
12/31/2003	365	Year End Interest Accrual			37,319.00	37,319.00	-	-	37,319.00
12/31/2004	365	Year End Interest Accrual			37,319.00	37,319.00	-	-	37,319.00
04/30/2005	120	End of the deferral			37,319.00	37,319.00	-	-	37,319.00
12/31/2005	245	Year End Interest Accrual			37,319.00	37,319.00	751.49	751.49	38,070.49
12/31/2006	365	Year End Interest Accrual			37,319.00	37,319.00	1,119.57	1,871.06	39,190.06
12/31/2007	365	Year End Interest Accrual			37,319.00	37,319.00	1,119.57	2,990.63	40,309.63
12/31/2008	365	Year End Interest Accrual			37,319.00	37,319.00	1,119.57	4,110.20	41,429.20
12/31/2009	365	Year End Interest Accrual			37,319.00	37,319.00	1,119.57	5,229.77	42,548.77
12/31/2010	365	Year End Interest Accrual			37,319.00	37,319.00	1,119.57	6,349.34	43,668.34
12/31/2011	365	Year End Interest Accrual			37,319.00	37,319.00	1,119.57	7,468.91	44,787.91
12/31/2012	365	Year End Interest Accrual			37,319.00	37,319.00	1,119.57	8,588.48	45,907.48
12/31/2013	365	Year End Interest Accrual			37,319.00	37,319.00	1,119.57	9,708.05	47,027.05
04/29/2014	119	Property foreclosed			37,319.00	37,319.00	365.01	10,073.06	47,392.06
							10,073.06		

Prepared by: _____

Reviewed by: _____

Approved by: _____

Attachment: B. EP 200-373 Claim_RivCoEDA (2252 : EP 200-373)

CLAIM FOR EXCESS PROCEEDS FROM THE SALE OF TAX-DEFAULTED PROPERTY
(SEE REVERSE SIDE FOR FURTHER INSTRUCTIONS)

RECEIVED
2014 OCT 17 AM 8:45
RIVERSIDE COUNTY
TREAS-TAX COLLECTOR

To: **Don Kent, Treasurer-Tax Collector**

Re: **Claim for Excess Proceeds**

TC 200 Item 373 Assessment No.: 549210019-7

Assessee: WILLIAMS, EDWARD R & REINKE, MELANIE M

Situs: 44019 LLOYD ST HEMET 92544

Date Sold: April 29, 2014

Date Deed to Purchaser Recorded: June 20, 2014

Final Date to Submit Claim: June 22, 2015

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of $55,295.00 from the sale of the above mentioned real property. I/We were the ☐ lienholder(s), ☐ property owner(s) **[check in one box]** at the time of the sale of the property as is evidenced by Riverside County Recorder's Document No. 172432; recorded on May 1, 1998 A copy of this document is attached hereto. I/We are the rightful claimants by virtue of the attached assignment of interest. I/We have listed below and attached hereto each item of documentation supporting the claim submitted.

NOTE: YOUR CLAIM WILL NOT BE CONSIDERED UNLESS THE DOCUMENTATION IS ATTACHED.

Grant Deed

If the property is held in Joint Tenancy, the taxsale process has severed this Joint Tenancy, and all Joint Tenants will have to sign the claim unless the claimant submits proof that he or she is entitled to the full amount of the claim, the claimant may only receive his or her respective portion of the claim.

I/We affirm under penalty of perjury that the foregoing is true and correct.

Executed this _____ day of _____, 20__ at _____ County, State

Agent for Edward R. Williams
Melanie M. Reinke
Signature of Claimant

Mariza Mendoza
Signature of Claimant

MM NETWORK RECOVERY ASSETS
Print Name

Print Name

Street Address

Street Address

City, State, Zip

City, State, Zip

Phone Number

Phone Number

State of California
County of LOS ANGELES
Subscribed and sworn to (or affirmed) before me on this 29 day of SEPT, 2014.
by MARIZA MENDOZA
proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature _____ (seal)

MASOUD MINARAVESH
Commission # 1971625
Notary Public - California
Los Angeles County
My Comm. Expires Mar 21, 2016

SCO 8-21 (1-99)

Attachment: C. EP 200-373 Claim_MMNetworkRecovery (2252 : EP 200-373)

County Administrative Center- 4th Floor
4080 Lemon Street, P.O. Box 12005
Riverside, CA 92502-2205
(951) 955-3900
(951) 955-3990 - Fax

E-mail: ttc@co.riverside.ca.us
www.countytreasurer.org

COUNTY OF RIVERSIDE
TREASURER-TAX COLLECTOR

Palm Desert Office
38-686 El Cerrito Road
Palm Desert, CA 92211

Temecula Office
40935 County Center Drive, Suite C
Temecula, CA 92591

July 16, 2014

RONALD E DOTY AND KAREN J DOTY, TRUSTEES
C/O RONALD E DOTY AND KAREN J DOTY
26309 NAOMI DRIVE
HEMET, CA 92544

Re: EXCESS PROCEEDS FROM SALE OF TAX DEFAULTED PROPERTY

Assessment No.: 549210019-7 Item: 373
Situs Address: 44019 Lloyd St Hemet 92544
Assessee: Williams, Edward R & Reinke, Melanie M
Date Sold: April 29, 2014
Date Deed to Purchaser Recorded: June 20, 2014
Final Date to Submit Claim: June 22, 2015

Dear Sir or Madame:

The property referenced above was declared subject to the Tax Collector's power of sale for non-payment of taxes and later sold. Parties of Interest, as defined in Section 4675 of the California Revenue and Taxation Code (e.g., the last assessee and any lienholders of record), have a right to file a claim for any excess proceeds that remain after the tax liens and the costs of the sale have been satisfied. Our records show that you may be a party of interest, and we are enclosing for your convenience a claim form and a return envelope. Please note that your claim must be filed within one year of the date the deed to the purchaser was recorded (shown above). By law, we cannot accept claims after one year from this recording date. Claims submitted will be evaluated by our legal counsel and awarded in accordance with state law. The submission of a claim merely initiates that review.

The enclosed form is relatively simple and we must stress that most applicants will be able to fill it out without help. However, if you need help, please feel free to contact our office by mail, telephone or in person and we will help you without charge. You may telephone us at (951) 955-3947.

If you prefer to have an agent file your claim for you, or if you should decide to sell your claim (often referred to as "assignment") so that the purchaser of the claim may receive the funds, please advise us and we will send the proper form.

Please note also that the statutory procedures and the County's internal procedures dictate that most claims will not be processed until at least twenty (20) months following the date of recordation of the tax deed.

Sincerely,

DON KENT
TREASURER-TAX COLLECTOR

By Shawana Green
Deputy

117-170(Rev. 5-03)

Attachment: C. EP 200-373 Claim_MMNetworkRecovery (2252 : EP 200-373)

AUTHORIZATION FOR AGENT TO COLLECT EXCESS PROCEEDS

To expedite processing of this claim, we would strongly suggest you use this form. For this form to be valid it must be completed in its entirety and documentation establishing the assignor's claim as a "party of interest" must be provided at the time this docume is filed with the Treasurer-Tax Collector. **PLEASE SEE REVERSE SIDE OF THIS DOCUMENT FOR FURTHER INSTRUCTION**

As a party of interest (defined in Section 4675 of the California Revenue and Taxation Code), I, the undersigned, do hereby mak MM Network Recovery Assets my agent to apply for and collect the excess proceeds which you are holding and to which I am entitled from the sale of assessment number 2008-549-210-019-7 sold at public auction on April 24-28, 2014. I understand that I AM NOT SELLING MY RIGHT TO THE REFUND, but merely naming an agent for collection purposes for my convenience.

I also understand that the total of excess proceeds available for refund is $55,295.00, and that I have a right to file a claim fo this refund on my own, without the help of an agent. For valuable consideration received my agent is appointed to act on my behalf.

Edward R Williams
(Signature of Party of Interest)

Edward R. Williams
(Name Printed)

44,019 Lloyd Street
(Address)

Hemet, California 92544
(City/State/Zip

951-927-2809 951-927-5944
(Area Code/Telephone Number)

STATE OF CALIFORNIA)ss.
COUNTY OF Riverside)

On 6/18/14, before me, James L Munson II Notary Public, personally appeared Edward R. Williams, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the sam in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the forgoing paragraph is true and correct.

WITNESS my hand and official seal.

James L Munson II
(Signature of Notary)

JAMES L. MUNSON II
COMM. #1960216
NOTARY PUBLIC • CALIFORNIA
RIVERSIDE COUNTY
Commission Expires NOV 12, 2015

(This area for official seal)

I, the undersigned, certify under penalty of perjury that I have disclosed to the party of interest, pursuant to Section 4675 of the California Revenue and Taxation Code, the full amount of excess proceeds available and ADVISED HIM OF HIS RIGHT TO FILE A CLAIM ON HIS OWN, WITHOUT THE HELP OF AN AGENT.

(Signature of Agent)

MM Network Recovery Assets
(Name Printed)

P.O. Box 91609
(Address)

Los Angeles, CA 90009
(City/State/Zip)

STATE OF CALIFORNIA)ss.
COUNTY OF _____)

On _____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, who proved to me on the basis of satisfactory evidence t be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed th same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

(Signature of Notary)

(This area for official seal)

Attachment: C. EP 200-373 Claim_MMNetworkRecovery (2252 : EP 200-373)

AUTHORIZATION FOR AGENT TO COLLECT EXCESS PROCEEDS

To expedite processing of this claim, we would strongly suggest you use this form. For this form to be valid it must be completed in its entirety and documentation establishing the assignor's claim as a "party of interest" must be provided at the time this document is filed with the Treasurer-Tax Collector. **PLEASE SEE REVERSE SIDE OF THIS DOCUMENT FOR FURTHER INSTRUCTIONS.**

As a party of interest (defined in Section 4675 of the California Revenue and Taxation Code), I, the undersigned, do hereby make MM Network Recovery Assets my agent to apply for and collect the excess proceeds which you are holding and to which I am entitled from the sale of assessment number 2008-549-210-019-7 sold at public auction on April 24-28, 2014. I understand that I AM NOT SELLING MY RIGHT TO THE REFUND, but merely naming an agent for collection purposes for my convenience.

I also understand that the total of excess proceeds available for refund is $55,295.00, and that I have a right to file a claim for this refund on my own, without the help of an agent. For valuable consideration received my agent is appointed to act on my behalf.

Edward R Williams
(Signature of Party of Interest)

Edward R. Williams
(Name Printed)

44,019 Lloyd Street
(Address)

Hemet, California 92544
(City/State/Zip

951-927-2809 951-927-5944
(Area Code/Telephone Number)

STATE OF CALIFORNIA)ss.
COUNTY OF Riverside)

On 6/18/14, before me, James L Munson II Notary Public, personally appeared Edward R. Williams, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the forgoing paragraph is true and correct.

WITNESS my hand and official seal.

(Signature of Notary)

JAMES L. MUNSON II
COMM. #1960216
NOTARY PUBLIC - CALIFORNIA
RIVERSIDE COUNTY
Commission Expires NOV 12, 2015

(This area for official seal)

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(Signature of Agent)

MM Network Recovery Assets
(Name Printed)

P.O. Box 91609
(Address)

Los Angeles, CA 90009
(City/State/Zip)

STATE OF CALIFORNIA)ss.
COUNTY OF Los Angeles)

On May 28, 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared MARIZA MENDOZA, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

(Signature of Notary)

MASOUD MINARAVESH
Commission # 2144004
Notary Public - California
Los Angeles County
My Comm. Expires Mar 21, 2020

(This area for official seal)

Attachment: C. EP 200-373 Claim_MMNetworkRecovery (2252 : EP 200-373)

AUTHORIZATION FOR AGENT TO COLLECT EXCESS PROCEEDS

To expedite processing of this claim, we would strongly suggest you use this form. For this form to be valid it must be completed in its entirety and documentation establishing the assignor's claim as a "party of interest" must be provided at the time this docume is filed with the Treasurer-Tax Collector. **PLEASE SEE REVERSE SIDE OF THIS DOCUMENT FOR FURTHER INSTRUCTION**

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I also understand that the total of excess proceeds available for refund is $55,295.00, and that I have a right to file a claim fo this refund on my own, without the help of an agent. For valuable consideration received my agent is appointed to act on my behalf.

Melanie M. Reinke
(Signature of Party of Interest)

Melanie M. Reinke
(Name Printed)

STATE OF CALIFORNIA)ss.
COUNTY OF Riverside)

44,019 Lloyd Street
(Address)

Hemet, California 92544
(City/State/Zip

951-927-2809 951-927-5944
(Area Code/Telephone Number)

On 6/16/14, before me, James L. Munson II Notary Public, personally appeared Melanie M. Reinke who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the sam in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the forgoing paragraph is true and correct.

WITNESS my hand and official seal.

James L. Munson II
(Signature of Notary)

JAMES L. MUNSON II
COMM. #1960216
NOTARY PUBLIC • CALIFORNIA
RIVERSIDE COUNTY
Commission Expires NOV 12, 2015

(This area for official seal)

I, the undersigned, certify under penalty of perjury that I have disclosed to the party of interest, pursuant to Section 4675 of the California Revenue and Taxation Code, the full amount of excess proceeds available and ADVISED HIM OF HIS RIGHT TO FILE A CLAIM ON HIS OWN, WITHOUT THE HELP OF AN AGENT.

(Signature of Agent)

MM Network Recovery Assets
(Name Printed)

STATE OF CALIFORNIA)ss.
COUNTY OF)

P.O. Box 91609
(Address)

Los Angeles, CA 90009
(City/State/Zip)

On _____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, who proved to me on the basis of satisfactory evidence t be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed th same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

(Signature of Notary)

(This area for official seal)

Attachment: C. EP 200-373 Claim_MMNetworkRecovery (2252 : EP 200-373)

AUTHORIZATION FOR AGENT TO COLLECT EXCESS PROCEEDS

To expedite processing of this claim, we would strongly suggest you use this form. For this form to be valid it must be completed in its entirety and documentation establishing the assignor's claim as a "party of interest" must be provided at the time this document is filed with the Treasurer-Tax Collector. **PLEASE SEE REVERSE SIDE OF THIS DOCUMENT FOR FURTHER INSTRUCTIONS.**

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Melanie M. Reinke
(Signature of Party of Interest)

Melanie M. Reinke
(Name Printed)

STATE OF CALIFORNIA)ss.
COUNTY OF Riverside)

44,019 Lloyd Street
(Address)

Hemet, California 92544
(City/State/Zip

951-927-2809 951-927-5944
(Area Code/Telephone Number)

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I certify under PENALTY OF PERJURY under the laws of the State of California that the forgoing paragraph is true and correct.

WITNESS my hand and official seal.

(Signature of Notary)

JAMES L. MUNSON II
COMM. #1960216
NOTARY PUBLIC • CALIFORNIA
RIVERSIDE COUNTY
Commission Expires NOV 12, 2015

(This area for official seal)

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(Signature of Agent)

MM Network Recovery Assets
(Name Printed)

STATE OF CALIFORNIA)ss.
COUNTY OF LOS ANGELES)

P.O. Box 91609
(Address)

Los Angeles, CA 90009
(City/State/Zip)

On MAY 28, 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared MARIZA MENDOZA, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

(Signature of Notary)

MASOUD MINARAVESH
Commission # 2144004
Notary Public - California
Los Angeles County
My Comm. Expires Mar 21, 2020

(This area for official seal)

Attachment: C. EP 200-373 Claim_MMNetworkRecovery (2252 : EP 200-373)

RECORDING REQUESTED BY
Recording Requested By
CHICAGO TITLE COMPANY

AND WHEN RECORDED MAIL THIS DEED AND, UNLESS OTHERWISE SHOWN BELOW, MAIL TAX STATEMENTS TO

Name Edward R. Williams
Address Melanie M. Reinke
44019 Lloyd Street
City & State Hemet, CA 92544

172432

RECEIVED FOR RECORD
AT 8:00AM

MAY -1 1998

Recorded in Official Records of Riverside County, California
Recorder
Fees $ 9

PAID
Doc. Transfer Tax
Riv. Co. Recorder

TT-100 (Rev. 1/97) TRA071-121

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

APN No. 549 210 019 Title No. 87056101-E75 Escrow No. 6874-LH

THE UNDERSIGNED GRANTOR(s) DECLARE(s)
DOCUMENTARY TRANSFER TAX is $ 22.00 CITY TAX $
computed on full value of property conveyed, or
computed on full value less value of liens or encumbrances remaining at time of sale,
X Unincorporated area: City of , and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

RONALD E. DOTY AND KAREN J. DOTY

hereby GRANT(s) to

EDWARD R. WILLIAMS, AN UNMARRIED MAN AND MELANIE M. REINKE, A MARRIED WOMAN AS HER SOLE AND SEPARATE PROPERTY, AS JOINT TENANTS

the following described real property in the

County of Riverside , State of California:

Lot 19 of Tract No. 4491-1, as shown by Map on file in Book 73, Page 92 of Maps, Records of Riverside County, California.

Dated: April 28, 1998

Ronald E. Doty

Karen J. Doty

State of California
County of _____ } ss.
On _____ before me, _____ (here insert name) Notary Public,
personally appeared _____
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me all that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument
WITNESS my hand and official seal

Signature

scription: Riverside,CA Document-Year.DocID 1998.172432 Page: 1 of 2
er: 01-17-2007 05-12-11 PM Comment: LLOYD

Attachment: C. EP 200-373 Claim_MMNetworkRecovery (2252 : EP 200-373)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Riverside

On 4/28/98 (DATE) before me, Pam Subith, Notary Public (NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC")

personally appeared Ronald E. Doty and Karen J. Doty (NAME(S) OF SIGNER(S))

☐ personally known to me - OR - ☒ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

PAM SUBITH
Comm. # 1080932
NOTARY PUBLIC - CALIFORNIA
Riverside County
My Comm. Expires Jan 8, 2000

WITNESS my hand and official seal.

Pam Subith
SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNED

☐ INDIVIDUAL
☐ CORPORATE OFFICER
_____ TITLE(S)
☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

DESCRIPTION OF ATTACHED DOCUMENT

_____ TITLE OR TYPE OF DOCUMENT
_____ NUMBER OF PAGES
_____ DATE OF DOCUMENT
_____ SIGNER(S) OTHER THAN NAMED ABOVE

Attachment: C. EP 200-373 Claim_MMNetworkRecovery (2252 : EP 200-373)

MM NETWORK RECOVERY ASSETS
P.O. Box 91609
Los Angeles, CA 90009
(888) 421-7644
(949) 610-8486
http://www.AssetsRecoveryNetwork.com
info@AssetsRecoveryNetwork.com

February 3, 2015

Riverside County Treasurer/Tax Collector ATTN: Excess Proceeds
4080 Lemon Street, 4th Floor
Riverside, California 92501

Dear Excess Proceeds,

Enclosed you will find additional information regarding the claim for Tax Sale Parcel # **2008-549-210-019-7** from the April 2014 Riverside County Tax Sale under the names Edward R. Williams and Melanie M. Reinke.

Hopefully with the information you have already received, this will be satisfactory to process the claim. If you do need more information though, or if you have any questions, please contact me at MarkMail4@yahoo.com or 949-610-8486 or the mobile number 310-910-2720.

Make it a Great Day!

Sincerely,

Mark Ellis

Mark Ellis

Attachment: C. EP 200-373 Claim_MMNetworkRecovery (2252 : EP 200-373)

First American Title Company

3292 East Florida Ave., Suite C, Hemet, CA 92544
Office Phone: (909) 658-9494 Fax: (909) 658-4185



Subject Property:
44019 Lloyd St
Hemet,CA 92544

Assessor Parcel #:
549-210-019

Compliments Of: Danny Gutierrez

Attachment: C. EP 200-373 Claim_MMNetworkRecovery (2252 : EP 200-373)

Copyright ©1996-2004 Data Trace

PROPERTY INFORMATION

Owner:	Williams Edward R
Site Address:	44019 Lloyd St Hemet, Ca 92544
Mail Address:	44019 Lloyd St Hemet, CA 92544
Vesting:	
Phone number:	(951) 927-5944
Co-Owner:	Reinke Melanie M
Parcel:	549-210-019
Map Code:	812-A6
Census Tract:	43701
Legal Description:	LOT 19 MB 073/092 TR 4491-1

PREPARED FOR

Valued Customer
No Broker

BY

Danny Gutierrez
First American Title Company
3292 East Florida Ave.
Hemet, CA 92544

PROPERTY PROFILE

PROPERTY CHARACTERISTICS

Land Use:	Mobile Home Pkg. Place		
Zoning:	RT	Heating:	None Known
Year Built:	2001	Cooling:	Central Forced Air
Bedrooms:	3	Parking:	Yes - 3 Spaces
Baths:	2 Full: 2 Partial:	Lot SqFt:	6,969 Acreage: 0.16
Units:		Lot Size:	
Rooms:		Roof Cover:	Composition
SqFt:	1,456	Fireplace:	
View:		Exterior:	
Water:		Construction:	
Patio:		Pool:	

ASSESSMENT INFORMATION

Land	$28,635
Structure:	$45,571
Total:	$74,206
% Improved:	61.4

TAX INFORMATION

Tax Amount:	$79,798
Exempt Type:	Y
Tax Rate Area:	71121
Assessed Year:	2005

SALES & LOAN INFORMATION

Transfer Date:	5/1/1998	Lender:	
Document Number:	172432	Loan Amount:	$18,000
Deed Type:	Grant Deed	Loan Type:	
Sales Price:	$20,000	Last Doc NO$:	
Price SqFt:	$13.7	Last Date NO$:	

Copyright ©1996-2004 Data Trace
Shannon Smith, Job #:52913, 1/17/2007

Information deemed reliable but not guaranteed. Sourced from public records.

Attachment: C. EP 200-373 Claim_MMNetworkRecovery (2252 : EP 200-373)

RECORDING REQUESTED BY

Recording Requested By
CHICAGO TITLE COMPANY

AND WHEN RECORDED MAIL THIS DEED AND, UNLESS OTHERWISE SHOWN BELOW, MAIL TAX STATEMENTS TO

Name Melanie M. Reinke
Address 44019 Lloyd Street
City & State Hemet, CA 92544

87056101 E75

172433
RECEIVED FOR RECORD
AT 8:00AM
MAY -1 1998
Recorded in Official Records of Riverside County, California
Recorder
Fees $

SPACE ABOVE THIS LINE FOR RECORDER'S USE

TRA-071-121

QUITCLAIM DEED

APN No. 549 210 019 Title No. 87056101-E75 Escrow No. 6874-LH

THE UNDERSIGNED GRANTOR(s) DECLARE(s)
DOCUMENTARY TRANSFER TAX is $ N/A CITY TAX $
computed on full value of property conveyed, or
computed on full value less value of liens or encumbrances remaining at time of sale.
X Unincorporated area: City of . and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

DENNIS G. REINKE, Husband of the Grantee Herein

hereby remise, release and forever quitclaim to

MELANIE M. REINKE, a Married Woman as her sole and separate property

the following described real property in the

County of Riverside , State of California:

Lot 19 of Tract No. 4491-1, as per Map Recorded in Book 73, Pages 92 and 93 of Maps, Records of Riverside County, California.

Dated: April 27, 1998

Dennis G. Reinke

State of California
County of Los Angeles } ss.
On 4/28/98 before me, Dolores N. Martin (here insert name) Notary Public
personally appeared Dennis G. Reinke
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
WITNESS my hand and official seal

Signature Dolores N. Martin

DOLORES N. MARTIN
COMM. #1045054
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My Comm. Expires Feb. 3, 1999

MAIL TAX STATEMENTS AS DIRECTED ABOVE

Attachment: C. EP 200-373 Claim_MMNetworkRecovery (2252 : EP 200-373)

Description: Riverside,CA Document-Year.DocID 1998.172433 Page: 1 of 1
Order: 01-17-2007 05-12-11 PM Comment: LLOYD

Recording Requested By
CHICAGO TITLE COMPANY
Order No.
Escrow No. 8705601-E75
Loan No.

WHEN RECORDED MAIL TO:

RONALD E. DUTY AND
KAREN J. DUTY
26309 Naomi Drive
HEMET, CA. 92544

172434
RECEIVED FOR RECORD
AT 8:00AM

MAY -1 1998

Recorded in Official Records
of Riverside County, California
Recorder
Fees $ 15

SPACE ABOVE THIS LINE FOR RECORDER'S USE

15D/1
T
SB

DEED OF TRUST WITH ASSIGNMENT OF RENTS
(SHORT FORM)

This DEED OF TRUST, made March 30, 1998 , between

EDWARD R. WILLIAMS AND MELANIE M. REINKE herein called TRUSTOR,

whose address is44019 Lloyd Street (Number and Street) Hemet (City) Ca (State) 92544

FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation, herein called TRUSTEE, and
RONALD E. DUTY AND KAREN J. DUTY, husband and wife, as joint tenants
, herein called BENEFICIARY,

WITNESSETH: That Trustor grants to Trustee in trust, with power of sale, that property in the

County of Riverside , State of California, described as:

Lot 19 of Tract No. 4491-1, in the County of Riverside, State of California, as per Map recorded in Book 73, pages 92 and 93 of Maps, in t he Office of the County Recorder of said County.

together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits for the purpose of securing (1) payment of the sum of $ 18,000.00 with interest thereon according to the terms of a promissory note or notes of even date herewith made by Trustor, payable to order of Beneficiary, and extensions or renewals thereof, (2) the performance of each agreement of Trustor incorporated by reference or contained herein and (3) payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.

To protect the security of this Deed of Trust, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A, and it is mutually agreed that each and all of the terms and provisions set forth in subdivision B of the fictitious deed of trust recorded in Orange County August 17, 1964, and in all other counties August 18, 1964, in the book

(continued on reverse side)

Description: Riverside,CA Document-Year.DocID 1998.172434 Page: 1 of 3
Order: 01-17-2007 05-12-11 PM Comment: LLOYD

Attachment: C. EP 200-373 Claim_MMNetworkRecovery (2252 : EP 200-373)

and at the page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county, namely:

COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Alameda	1288	556	Kings	888	713	Placer	1028	379	Sierra	39	187
Alpine	3	130-31	Lake	437	110	Plumas	166	1307	Siskiyou	906	782
Amador	133	439	Lassen	192	367	Riverside	3778	347	Solano	1887	621
Butte	1330	513	Los Angeles	T-3878	874	Sacramento	5039	124	Sonoma	2067	427
Calaveras	185	338	Madera	911	136	San Benito	300	405	Stanislaus	1970	56
Colusa	323	391	Marin	1849	122	San Bernardino	6213	768	Sutter	655	585
Contra Costa	4684	1	Mariposa	90	453	San Francisco	A-804	596	Tehama	457	183
Del Norte	101	549	Mendocino	667	99	San Joaquin	2855	283	Trinity	108	595
El Dorado	704	635	Merced	1860	753	San Luis Obispo	1311	137	Tulare	2530	708
Fresno	5052	623	Modoc	191	93	San Mateo	4778	175	Tuolumne	177	160
Glenn	469	76	Mono	69	302	Santa Barbara	2065	881	Ventura	3507	237
Humboldt	801	83	Monterey	357	239	Santa Clara	6626	664	Yolo	759	16
Imperial	1189	701	Napa	704	742	Santa Cruz	1838	607	Yuba	398	693
Inyo	165	672	Nevada	363	94	Shasta	800	633			
Kern	3756	690	Orange	7182	18	San Diego	SERIES 5	Book 1964, Page 149774			

shall inure to and bind the parties hereto, with respect to the property above described. Said agreements, terms and provisions contained in said subdivisions A and B, (identical in all counties, and printed on pages 3 and 4 hereof) are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as if set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefor does not exceed the maximum allowed by law.

The undersigned Trustor, requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address hereinbefore set forth

"If the maker hereof sells, conveys or alienates the property described in this Deed of Trust , or any part thereof, or any interest therein, any indebtedness or obligation secured hereby, irrespective of the maturity date expressed herein at the option of the holder hereof, and without demand or notice, shall immediately become due and payable."

STATE OF CALIFORNIA)
COUNTY OF _____)ss
On _____ before me
_____,
personally appeared _____
_____,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted executed the instrument.

WITNESS my hand and official seal.

Signature _____

Signature of Trustor

Edward R. Williams

Melanie M. Reinke

(This area for official notarial seal)

(continued on next page)

1158 (1 94)
Page 2 of 4

Attachment: C. EP 200-373 Claim_MMNetworkRecovery (2252 : EP 200-373)

DOC # 2002-546552
10/01/2002 08:00A Fee:12.00
Page 1 of 2
Recorded In Official Records
County of Riverside
Gary L. Orso
Assessor, County Clerk & Recorder

PLEASE COMPLETE THIS INFORMATION
RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO:

Ronald E. Doty Jr.
Attorney At Law
4838 E. Florida Avenue
Hemet, Ca 92544

M	S	U	PAGE	SIZE	DA	PCOR	NOCOR	SMF	MISC
	1		2		1				
									EB
A	R	L			COPY	LONG	REFND	MCHG	EXAM

TRA:
DTT:

12 C
ER

Assignment of Deed of Trust
Title of Document

THIS AREA FOR RECORDER'S USE ONLY

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
($3.00 Additional Recording Fee Applies)

STC-SCSD 998a (Rev. 4/2000)

Attachment: C. EP 200-373 Claim_MMNetworkRecovery (2252 : EP 200-373)

Description: Riverside,CA Document-Year.DocID 2002.546552 Page: 1 of 2
Order: 01-17-2007 05-12-11 PM Comment: LLOYD

RECORDING REQUESTED BY

2002-546552
10/01/2002 08:00A
2 of 2

AND WHEN RECORDED MAIL TO

Name Ronald E. Doty Jr.
Address Attorney At Law
4838 E. Florida Avenue
City & State Hemet, CA 92544

TT-400 (Rev. 1/97)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

ASSIGNMENT OF DEED OF TRUST

TRA: 071-121
APN No. 549-210-019-7 **Title No.** **Escrow No.**

For Value Received, the undersigned hereby grants, assigns, and transfers to RONALD E. DOTY AND KAREN J. DOTY, TRUSTEES OF THE RONALD E. DOTY AND KAREN J. DOTY 1978 TRUST

all beneficial interest under that certain deed of trust dated March 30, 1998 executed by Edward R. Williams and Melanie M. Reinke , Trustor,

to First American Title Insurance Company, a California Corporation , Trustee, and recorded on May 1, 1998 , as Instrument No. 172434 , in Book , Page , of Official Records in the office of the County Recorder of Riverside together with the note or notes as therein described or referred to, the money due and to become due thereon with interest, and all rights accrued or to accrue.

Lot 19 of Tract No. 4491-1, in the County of Riverside, State of California as per Map recorded in Book 73, Pages 92 and 93 of Maps, in the Office of the County Recorder of said County.

Dated: May 1st, 2002

Ronald E. Doty

Karen J. Doty

State of California
County of Riverside } ss.

On September 26, 2002 before me, Tamyra Doty (here insert name) Notary Public,

personally appeared Ronald E. Doty and Karen J. Doty

personally known to me (or ~~proved to me on the basis of satisfactory evidence~~) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me all that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature

TAMYRA DOTY
Commission # 1360635
Notary Public - California
Riverside County
My Comm. Expires Jun 13, 2005

affix seal within border

Attachment: C. EP 200-373 Claim_MMNetworkRecovery (2252 : EP 200-373)

DOC # 2001-197882
05/07/2001 08:00A Fee:NC
Page 1 of 15
Recorded in Official Records
County of Riverside
Gary L. Orso
Assessor, County Clerk & Recorder

RECORDING REQUESTED BY

WHEN RECORDED MAIL TO
Riverside County Economic Development Agenc
3525 14th Street
Riverside, CA 92501-3813
ATTN: Housing Division

M	S	U	PAGE	SIZE	DA	HOUR	NOCOR	SMF	MISC
✓	2		15		1				
A	R	L			COPY	LONG	REFUND	NCHG	EXAM
								✓	TV

EXEMPT RECORDING FEE CODE 6103
SPACE ABOVE THIS LINE FOR RECORDER'S USE

DEED OF TRUST WITH ASSIGNMENT OF RENTS

This DEED OF TRUST ("Security Instrument") is made on this 11TH day of APRIL, 2001. The grantor is EDWARD R. WILLIAMS, AN UNMARRIED MAN, AND MELANIE M. REINKE, A MARRIED WOMAN AS HER SOLE AND SEPARATE PROPERTY, AS JOINT TENANTS, ("Borrower"), and whose address is 44-019 Lloyd Avenue, Hemet, CA 92544. The trustee is RIVERSIDE COUNTY ECONOMIC DEVELOPMENT AGENCY ("Trustee"). The beneficiary is the Redevelopment Agency for the County of Riverside, a public body, corporate and politic, and whose address is 3525 14TH Street, Riverside, CA 92501-3813 ("Lender"). Borrower owes Lender the principal sum of THIRTY SEVEN THOUSAND THREE HUNDRED NINETEEN AND 00/100 Dollars (U.S. $37,319.00). This debt is evidenced by Borrower's Promissory Note dated April 11, 2001 ("Note").

M
TV

The Note provides for:

Borrower will pay this loan on demand, or if no demand is made, with the following terms and conditions.

Payments shall be deferred for the initial four (4) years of the term of this Note. Interest shall not accrue during the deferred payment period. This loan shall become due and payable on demand upon default by the Borrower.

Borrower will then pay this loan in One Hundred Twenty (120) amortized principal and interest payments of $360.36. Borrower's first amortized payment, including principal and interest, is due on May 1, 2005 and all subsequent payments will be due on the first day of each consecutive month thereafter until paid in full at an annual rate of interest of 3.000%. All outstanding principal along with accrued interest shall be due and payable on April 1, 2015. The loan principal along with accrued interest shall be due and payable with a single and final payment due on April 1, 2015 and in the amount of $316.20 for all outstanding principal along with accrued interest.

The loan evidenced by the Note and secured by this Security Instrument (the "Loan" or

Attachment: C. EP 200-373 Claim_MMNetworkRecovery (2252 : EP 200-373)

Description: Riverside,CA Document-Year.DocID 2001.197882 Page: 1 of 15
Order: 01-17-2007 05-12-11 PM Comment: LLOYD

"Redevelopment Agency Loan") is being made pursuant to Community Redevelopment Law, California Health and Safety Code Section 33000 et seq.

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest or shared appreciation as provided in the Note, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest as provided in the Note, advanced under paragraph 8 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the property located in Riverside County, California, which is further described as:

LOT 19 OF TRACT NO. 4491-1, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 73, PAGES 92 AND 93 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY

ASSESSOR PARCEL NUMBER 549-210-019

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that the Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and, except for the First Deed of Trust, if any the Property is unencumbered. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to such encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest (or any shared appreciation) on the debt evidenced by the Note and any late charges due under the Note.

2. Taxes and Insurance. Borrower shall pay at least ten (10) days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.

2001-197882
05/07/2001 08 RRA
2 of 15

Attachment: C. EP 200-373 Claim_MMNetworkRecovery (2252 : EP 200-373)

Description: Riverside,CA Document-Year.DocID 2001.197882 Page: 2 of 15
Order: 01-17-2007 05-12-11 PM Comment: LLOYD

RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

NAME

STREET ADDRESS

CITY, STATE and ZIP

County of Riverside
Department of Building & Safety
P.O. Box 1605
Riverside, Ca. 92502-1605

DOC # 2001-322215
07/12/2001 08:00A Fee:9.00
Page 1 of 2
Recorded in Official Records
County of Riverside
Gary L. Orso
Assessor, County Clerk & Recorder

M	S	U	PAGE	SIZE	DA	PCOR	NOCOR	SMF	MISC.
	1		2						
					1				LC
A	R	L			COPY	LONG	REFUND	NCHG	EXAM

(10)

C
LC

NOTICE OF MANUFACTURED HOME (MOBILEHOME) OR COMMERCIAL COACH, INSTALLATION ON A FOUNDATION SYSTEM

Recording of this document at the request of the local agency indicated is in accordance with California Health and Safety Code Section 18551. This document is evidence that such local agency has issued a certificate of occupancy for installation of the unit described hereon, upon the real property described with certainty below, as of the date of recording. When recorded, this document shall be indexed by the county recorder to the named owner of the real property and shall be deemed to give constructive notice as to its contents to all persons thereafter dealing with the real property.

EDWARD R. WILLIAMS
REAL PROPERTY OWNER/LESSOR

44019 LLOYD STREET
MAILING ADDRESS

HEMET RIVERSIDE CA 92544
CITY COUNTY STATE ZIP

"SAME"
INSTALLATION MAILING ADDRESS, IF DIFFERENT

CITY COUNTY STATE ZIP

"SAME"
UNIT OWNER (If also property owner, write "SAME")

MAILING ADDRESS

CITY COUNTY STATE ZIP

RIVERSIDE COUNTY BUILDING & SAFETY
LOCAL AGENCY ISSUING PERMIT and CERTIFICATE OF OCCUPANCY

4080 LEMON STREET 7TH FLOOR
MAILING ADDRESS

RIVERSIDE RIVERSIDE CA 92501
CITY COUNTY STATE ZIP

BMR010889 (909) 955-1800
BUILDING PERMIT NO. TELEPHONE NUMBER

Stellas FOR KUNDERT 6-4-01
SIGNATURE OF LOCAL AGENCY OFFICIAL DATE

"NONE"
DEALER NAME (If not a dealer sale, write "NONE")

DEALER LICENSE NO.

UNIT DESCRIPTION

FLEETWOOD 2001 5626
MANUFACTURER'S NAME DATE OF MANUFACTURE MODEL NAME/NUMBER

25665 56 x 26
SERIAL NUMBER(S) LENGTH X WIDTH INSIGNIA/LABEL NUMBER(S)

REAL PROPERTY LEGAL DESCRIPTION ASSESSOR'S PARCEL NUMBER 549-210-019

TRACT 4491-1 LOT 19 RECORDED IN BOOK 73 PAGE 92 RIVERSIDE COUNTY RECORDS, RIVERSIDE, CALIFORNIA

HCD FORM 433(A) Rev. 8/91

WHITE—County Recorder CANARY—HCD PINK—Applicant GOLDENROD—Building Dept.

Attachment: C. EP 200-373 Claim_MMNetworkRecovery (2252 : EP 200-373)

Description: Riverside,CA Document-Year.DocID 2001.322215 Page: 1 of 2
Order: 01-17-2007 05-12-11 PM Comment: LLOYD

MANUFACTURED HOME (MOBILEHOME) OR COMMERCIAL COACH INSTALLATION ON A FOUNDATION SYSTEM

HCD FORM 433(A) 8/91

The original and three (3) copies of this form are to be completed with all available information at the time a building permit is issued for the installation of a manufactured home (mobilehome) or a commercial coach on a foundation system pursuant to Section 18551 of the Health and Safety Code.

After the installation has been completed, and on the same day the certificate of occupancy has been issued, the local building department shall record this form (completed in full) with the local county recorder.

Upon recordation, the local building department shall transmit a completed copy of this form (green copy), a copy of the certificate of occupancy, fees collected in the amount of $11 per transportable section, and (if unit currently titled as personal property) all applicable titles, certificates, license plates or decals to:

Department of Housing and Community Development
Division of Codes and Standards
Manufactured Housing Section
Post Office Box 31
Sacramento, CA 95801 (916) 445-3338

Users who may have questions or need additional information, instructional materials, or reporting forms, regarding foundation system installation requirements or reporting procedures, should contact the Manufactured Housing Section at the address or telephone number shown above.

2001-322215
07/12/2001 08:00A
2 of 2

Description: Riverside,CA Document-Year.DocID 2001.322215 Page: 2 of 2
Order: 01-17-2007 05-12-11 PM Comment: LLOYD

Attachment: C. EP 200-373 Claim_MMNetworkRecovery (2252 : EP 200-373)

FIRST AMERICAN TITLE

January 17, 2007 05:11:28 pm PST
RIVERSIDE COUNTY 2006-07 TAX ROLL

Report Origination ID: 03-RO3-3466

Customer Service Request

APN 549-210-019-7
TRA 071-121 - COUNTY OF RIVERSIDE
Legal LOT 19 MB 073/092 TR 4491-1 2001 FLEETWOOD
Situs 44019 LLOYD ST
Mail 44019 LLOYD ST HEMET CA 92544
Acq. Date : Doc No. 05/1998 : 0172432
Assessed Owners REINKE MELANIE M
WILLIAMS EDWARD R

PAYMENTS AS OF 01/05/2007

Assessed	Values	Taxes	1st Half	2nd Half
Land	29,207	Status	DELINQUENT	OPEN
Improvements	46,482	Payment Date		
Homeowner's Exemption	(7,000)	Total Tax		806.84
		Tax Install	403.42	403.42
		Penalty	40.34	60.34
		Balance Due	443.76	403.42
Net	68,689	Total Taxes Due		847.18

Special Assessments Included In Tax Amounts

Fund	Type	Description	Amount
68-1802	MISC ASMNT	COUNTY SERVICE AREA FEE	51.24
68-5402	MISC ASMNT	EMWD STDBY-COMB CHARGE	10.00
68-5305	MISC ASMNT	MWD STANDBY - EAST	6.94
68-4647	MISC ASMNT	REGIONAL LMD 88-1	6.64
68-1852	MISC ASMNT	COUNTY SERVICE AREA FEE	6.12
68-5611	MISC ASMNT	LAKE HEMET U-2 STANDBY	5.00
68-1377	FLOOD CONT	NPDES - SANTA ANA	3.74
		Total Of Special Assessments	**89.68**

Additional Property Information

TAX CODE	USE CODE	VESTING	PUI CODE	STAMP AMOUNT	TAX RATE
000	MF	JT	M02	22.00 F	1.04409 %

Reference Notices

- BILL: 000376674

End Of Report

Attachment: C. EP 200-373 Claim_MMNetworkRecovery (2252 : EP 200-373)

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

Item **9.2**

SUBMITTAL DATE:
September 6, 2016

FROM : TREASURER-TAX COLLECTOR:

SUBJECT: Recommendation for Distribution of Excess Proceeds for Tax Sale No. 200, Item 477. Last assessed to: James Edelman, George Edelman, Paul Edelman, Donald Sparks, Virginia A. Edelman, Ruth Keller and Dorraine Schermerhorn. District 4 [$0].

RECOMMENDED MOTION: That the Board of Supervisors:

1. Deny the claim from David Sparks, POA for Lillian Sparks, heir to the Estate of Donald Sparks, last assessee for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 642211026-8;
2. Deny the claim, unless an appeal has been filed in Superior Court, pursuant to the California Revenue and Taxation Code Section 4675;
3. Authorize and direct the Treasurer-Tax Collector to transfer the unclaimed excess proceeds in the amount of $1,845.30 to the county general fund pursuant to Revenue and Taxation Code Section 4674.

Policy

Don Kent
Don Kent, Treasurer-Tax Collector 10/14/2016

BACKGROUND:

Summary

In accordance with Section 3691 et seq. of the California Revenue and Taxation Code, and with prior approval of the Board of Supervisors, The Tax Collector conducted the April 29, 2014 public auction sale. The deed conveying title to the purchasers at the auction was recorded June 20, 2014. Further, as required by Section 4676 of the California Revenue and Taxation Code, notice of the right to claim excess proceeds was given on July 16, 2014, to parties of interest as defined in Section 4675 of said code. Parties of interest have been determined by an examination of lot book reports as well as Assessor's and Recorder's records, and various research methods were used to obtain current mailing addresses for these parties of interest.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	$ 0	$ 0	$ 0	$ 0
NET COUNTY COST	$ 0	$ 0	$ 0	$ 0
SOURCE OF FUNDS:			Budget Adjustment:	No

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

	For Fiscal Year: 16/17

C.E.O. RECOMMENDATION: APPROVE

BACKGROUND:

Summary (continued)

Revenue and Taxation Code 4676 (b) states that the county shall make reasonable effort to obtain the name and last known mailing address of the parties of interest. Then, if the address of the party of interest cannot be obtained, the county shall publish notice of the right to claim excess proceeds in a newspaper of general circulation in the county as per Revenue and Taxation Code 4676 (c). The Treasurer-Tax Collector's Office has made it a policy to take the following actions to locate the rightful party of the excess proceeds.

- Examined title reports to notify all parties of interest attached to the parcel.
- Researched all last assessee's through the County's Property Tax System for any additional addresses.
- Used Accurint (people finder) to notify any new addresses that may be listed for our last assessees.
- Advertised in newspapers for three consecutive weeks in the Desert Sun, Palo Verde Valley Times and the Press Enterprise referring any parties of interest to file a claim for the excess proceeds.
- Sent out a certified mailing within 90 days as required by Revenue and Taxation Code 4675.

According to Revenue and Taxation Code 4675 (a) Any party of interest in the property may file with the county a claim for the excess proceeds, in proportion to his or her interest held with others of equal priority in the property at the time of the sale, at any time prior to the expiration of the one year following the recordation of the Tax Collector's deed to the Purchaser, which was recorded on June 20, 2014.

The Treasurer-Tax Collector has received one claim for excess proceeds:

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

1. Claim from David Sparks, POA for Lillian Sparks, heir to the Estate of Donald Sparks based on an Order Settling First and Final Account and Report and Allowance of Executor's Commissions and Attorney's Statutory and Extraordinary fees and for Final Distribution recorded March 22, 1983 as Instrument No. 53335.

Pursuant to Section 4675 of the California Revenue and Taxation Code, it is the recommendation of this office that David Sparks, POA for Lillian Sparks, heir to the Estate of Donald Sparks be denied since he was unable to substantiate his claim. Since there are no other claimants the unclaimed excess proceeds in the amount of $1,845.30 will be transferred to the county general fund. Supporting documentation has been provided. The Tax Collector requests approval of the above recommended motion. Notice of this recommendation was sent to the claimant by certified mail.

Impact on Residents and Businesses

The excess proceeds are being transferred to the county general fund.

ATTACHMENTS (if any, in this order):

ATTACHMENT A. Claim_Sparks

.

CLAIM FOR EXCESS PROCEEDS FROM THE SALE OF TAX-DEFAULTED PROPERTY
(SEE REVERSE SIDE FOR FURTHER INSTRUCTIONS)

To: **Don Kent, Treasurer-Tax Collector**

Re: **Claim for Excess Proceeds**

TC 200 Item 477 Assessment No.: 642211026-8

Assessee: EDELMAN, GEORGE & PAUL & JAMES & VIRGINIA A ETAL

Situs:

Date Sold: April 29, 2014

Date Deed to Purchaser Recorded: June 20, 2014

Final Date to Submit Claim: June 22, 2015

RECEIVED
2015 JUN 26 AM 8:07
RIVERSIDE COUNTY
TREAS-TAX COLLECTOR
PM 6-19-15

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of $ 10[illegible] from the sale of the above mentioned real property. I/We were the ☐ lienholder(s), ☑ property owner(s) **[check in one box]** at the time of the sale of the property as is evidenced by Riverside County Recorder's Document No. _____; recorded on _____. A copy of this document is attached hereto. I/We are the rightful claimants by virtue of the attached assignment of interest. I/We have listed below and attached hereto each item of documentation supporting the claim submitted.

NOTE: YOUR CLAIM WILL NOT BE CONSIDERED UNLESS THE DOCUMENTATION IS ATTACHED.

If the property is held in Joint Tenancy, the taxsale process has severed this Joint Tenancy, and all Joint Tenants will have to sign the claim unless the claimant submits proof that he or she is entitled to the full amount of the claim, the claimant may only receive his or her respective portion of the claim.

I/We affirm under penalty of perjury that the foregoing is true and correct.

Executed this 19 day of June, 2015 at MACOMB, MI.
County, State

Signature of Claimant

DAVID Sparks
Print Name

46643 Glastonbury Dr.
Street Address

Shelby Twp. MI. 48317
City, State, Zip

586-630-2046
Phone Number

P.O.A. for:

Signature of Claimant

LILLIAN Sparks
Print Name

46745 RYAN Rd.
Street Address

Shelby Twp. MI. 48317
City, State, Zip

Phone Number

SCO 8-21 (1-99)

Attachment: A. EP 200-477 Claim_Sparks (2259 : EP 200-477)

County Administrative Center- 4th Floor
4080 Lemon Street, P.O. Box 12005
Riverside, CA 92502-2205
(951) 955-3900
(951) 955-3990 - Fax

E-mail: ttc@co.riverside.ca.us
www.countytreasurer.org

COUNTY OF RIVERSIDE
TREASURER-TAX COLLECTOR

Palm Desert Office
38-686 El Cerrito Road
Palm Desert, CA 92211

Temecula Office
40935 County Center Drive, Suite C
Temecula, CA 92591

July 16, 2014

DONALD SPARKS
1190 E CALAVERAS ST
ALTADENA, CA 91001-2534

Re: EXCESS PROCEEDS FROM SALE OF TAX DEFAULTED PROPE

Assessment No.: 642211026-8 Item: 477
Situs Address:
Assessee: Edelman, George & Paul & James & Virginia A Etal
Date Sold: April 29, 2014
Date Deed to Purchaser Recorded: June 20, 2014
Final Date to Submit Claim: June 22, 2015

Dear Sir or Madame:

The property referenced above was declared subject to the Tax Collector's power of sale for non-payment of taxes and later sold. Parties of Interest, as defined in Section 4675 of the California Revenue and Taxation Code (e.g., the last assessee and any lienholders of record), have a right to file a claim for any excess proceeds that remain after the tax liens and the costs of the sale have been satisfied. Our records show that you may be a party of interest, and we are enclosing for your convenience a claim form and a return envelope. Please note that your claim must be filed within one year of the date the deed to the purchaser was recorded (shown above). By law, we cannot accept claims after one year from this recording date. Claims submitted will be evaluated by our legal counsel and awarded in accordance with state law. The submission of a claim merely initiates that review.

The enclosed form is relatively simple and we must stress that most applicants will be able to fill it out without help. However, if you need help, please feel free to contact our office by mail, telephone or in person and we will help you without charge. You may telephone us at (951) 955-3947.

If you prefer to have an agent file your claim for you, or if you should decide to sell your claim (often referred to as "assignment") so that the purchaser of the claim may receive the funds, please advise us and we will send the proper form.

Please note also that the statutory procedures and the County's internal procedures dictate that most claims will not be processed until at least twenty (20) months following the date of recordation of the tax deed.

Sincerely,

DON KENT
TREASURER-TAX COLLECTOR

By *Shawana Green*
Deputy

117-170(Rev. 5-03)

Attachment: A. EP 200-477 Claim_Sparks (2259 : EP 200-477)

53335

GUS PAPPAS
Attorney at Law
203 Church Avenue
Chula Vista, Ca. 92010
426-7770

Attorney for Executor

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

In the Matter of the Estate of DOROTHY MARY SUTTON aka DOROTHY M. SUTTON, Deceased.	NO. 130,018 ORDER SETTLING FIRST AND FINAL ACCOUNT AND REPORT AND ALLOWANCE OF EXECUTOR'S COMMISSIONS AND ATTORNEY'S STATUTORY AND EXTRA-ORDINARY FEES AND FOR FINAL DISTRIBUTION

The petition of DAN FORSYTHE as Executor of the Will of the decedent herein, containing his First Account and Report and Petition for its Settlement and for Allowance of Commissions and Attorney's fees and for Final Distribution, GUS PAPPAS, appearing as attorney for said petitioner, came on regularly for hearing, and the Court after examining the petition finds that due notice of the hearing has been given as required by law; that the time for filing claims has expired and no claim has been presented to or been filed with the estate; no personal property taxes are due or payable; that the estate is in a condition to be closed and that the petitioner has performed all duties required of his as Executor of decedent's Will.

All transactions and acts of the Executor of the decedent's Will during the period of the account are truly shown and should

Attachment: A. EP 200-477 Claim_Sparks (2259 : EP 200-477)

Public Record

53335

be approved. All allegations of the petition for its settlement and for final distribution are true.

The account is full, true and correct and should be settled, allowed and approved as filed.

All debts of the dededent and of the estate and all expenses of administration have been paid except Executor's commissions, attorney's fees and closing expenses.

No inheritance tax or estate tax was due the State of California by reason of decedent's death and there was no U.S. estate tax payable.

The entire property of the estate was separate property of the decedent.

The Executor should be autorized to pay himself statutory commissions in the amount of $2,827.23. Petitioner should be authorized to pay GUS PAPPAS, his attorney, the sum of $2,827.23 statutory and $550.00 extraordinary attorney's fees for his services to the Executor and the estate, and the sum of $323.25 expenses advanced by petitioner's attorney on behalf of the estate.

Decedent's Will admitted to probate herein, provides as follows:

> "SECOND: I bequeath the sum of One Thousand Dollars ($1,000.00) to the NORTH PARK COMMUNITY ADVENT CHRISTIAN CHURCH of San Diego, California.
>
> THIRD: All the rest and residue of my estate I bequeath in equal shares to my following named brothers and sisters:
>
> ✓JAMES EDELMAN
> ✓GEORGE EDELMAN
> ✓PAUL EDELMAN
> ✓DONALD SPARKS
> ✓VIRGINIA A. EDELMAN
> ✓RUTH KELLER
> ✓DORRAINE SCHERMERHORN"

Attachment: A. EP 200-477 Claim_Sparks (2259 : EP 200-477)

Public Record

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Decedent's spouse PAUL SUTTON predeceased the decedent. Decedent had no children, living or deceased. Decedent's brothers and sisters named in the Will survive decedent. Hence the entire estate should be distributed as bequeathed in SECOND and THIRD of decedent's Will.

All funds not need for the payment of taxes, debts, and administration expenses were deposited in interested bearing savings accounts.

Decedent was not receiving any health care from the State of California at any time prior to her death.

The distribution should be granted as prayed for.

IT IS ORDERED:

1. The administration of the estate be brought to a close.

2. The First and Final Account and Report of the Executor is settled, allowed and approved.

3. All acts and transactions of the Executor relating to matters set forth in the account, report and petition are confirmed and approved.

4. The Executor is authorized and directed to pay himself the sum of $2,827.23 statutory commissions for his services as Executor.

5. The Executor is authorized to pay to GUS PAPPAS, Attorney at Law, the sum of $2,827.23 and $550.00 statutory and extra-ordinary attorney's fees respectively, and $323.25 for costs he advanced on behalf of the estate.

6. That the sum of ONE THOUSAND DOLLARS ($1,000.00) Cash be distributed to NORTH PARK COMMUNITY ADVENT CHRISTIAN CHURCH of San Diego, California.

Attachment: A. EP 200-477 Claim_Sparks (2259 : EP 200-477)

Public Record

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7. Distribution of the estate remaining in the hands of the petitioner after payment of the foregoing, the real property herein described and all other property of the decedent, including any not now known or discovered, be made in equal shares to decedent's brothers and sisters, to wit: JAMES EDELMAN, GEORGE EDELMAN, PAUL EDELMAN, DONALD SPARKS, VIRGINIA A. EDELMAN, RUTH KELLER and DORRAINE SCHERMERHORN.

The real property is described as follows:

Two (2) unimproved lots, 60' x 112' each, on Hermano Way, Desert Hort Springs, Riverside County, CA. described as:

"Real property in the County of Riverside, State of California, Lots 222 and 223 Miracle Heights Unit No. 1, as per Map recorded in Book 29, at Pages 57, 58 and 59 of Maps, in the office of the County Recorder of Riverside County"

DATED: MAR 11 1983

ALPHA L. MONTGOMERY
JUDGE OF THE SUPERIOR COURT

The foregoing instrument is a full, true and correct copy of the original on file in this office.

Attest MAR 11 1983

By G. La Madrid Deputy
GERTRUDE LA MADRID

RECEIVED FOR RECORD AT 11:00 O'CLOCK A.M.
MAR 22 1983
Book 1983, Page 53335
Recorded in Official Records of Riverside County, California
William E. Conerly Recorder
Fee $

-4-

Attachment: A. EP 200-477 Claim_Sparks (2259 : EP 200-477)

DURABLE POWER OF ATTORNEY

I, DONALD E. SPARKS, of 46745 Ryan Road, Utica, Michigan 48317, hereby appoint my spouse, LILLIAN R. SPARKS, currently residing at 46745 Ryan Road, Utica, Michigan 48317, my true and lawful attorney to act in, manage and conduct all of my affairs in my name and on my behalf to do any or all of the acts, deeds and things specified in this Durable Power of Attorney.

It is my intention that this Durable Power of Attorney shall be effective immediately upon execution with respect to the appointment of LILLIAN R. SPARKS.

In the event of the failure to serve, or death, resignation or incapacity of LILLIAN R. SPARKS, I hereby appoint my children in the following order of succession my true and lawful attorney to act in, manage and conduct all my affairs, only in the event of and only during the period of my incapacity, and for that purpose in my name and on my behalf to do any or all of the acts, deeds and things specified in this Durable Power of Attorney: First, DAVID K. SPARKS, currently residing at 46643 Glastonbury, Shelby Township, Michigan 48317; second, LORIE JANE SIEVERTSEN, currently residing at 1262 Seville, Rochester Hills, Michigan 48309; and third, DONALD E. SPARKS, JR., currently residing at 46645 Glastonbury, Shelby Township, Michigan 48317.

It is my intention that this Durable Power of Attorney shall be effective only upon and during my incapacity with respect to my children.

This Durable Power of Attorney shall not be invalidated or revoked because of my incapacity or for any other reason whatsoever, other than revocation by me in writing delivered to every attorney named herein, except as provided by statute.

By this Durable Power of Attorney my attorney has the authority:

1. To demand, sue for, collect, receive and give discharges for all moneys, debts; interest, dividends, securities, shares of stock and other tangible or intangible personal or real property which now is or hereafter shall be due or belong to me.

2. To settle any account or reckoning whatsoever in which I now am or hereafter shall be in any way interested or concerned, and to pay or receive the balance thereof as the case may require.

3. To execute a good and sufficient release or other discharge of any debt.

4. To do any and all things which I may do pursuant to, and exercise all rights with respect to, any land contract or with respect to the sale, exchange or other disposition of any real estate or personal property in which I have an interest thereof, and upon the full payment of such land contract or the receipt of the full consideration with respect to such sale, exchange or other disposition, to execute and deliver good and sufficient deeds or other instruments for the conveyance or transfer of the property pursuant to said land contract or with respect to the sale, exchange or other disposition and to give good and effectual receipts for any and all moneys received under any such contract or other agreement and to discharge any debts, including mortgages, notes and other obligations which are secured by any real estate or personal property in which I have an interest thereof.

5. To commence, prosecute and defend all actions and other proceedings in which I or my estate may in any way be affected.

Law Offices of Debra Shamoun Baltus

Attachment: A. EP 200-477 Claim_Sparks (2259 : EP 200-477)

DURABLE POWER OF ATTORNEY

I, LILLIAN R. SPARKS, of 46745 Ryan Road, Utica, Michigan 48317, hereby appoint my spouse, DONALD E. SPARKS, currently residing at 46745 Ryan Road, Utica, Michigan 48317, my true and lawful attorney to act in, manage and conduct all of my affairs in my name and on my behalf to do any or all of the acts, deeds and things specified in this Durable Power of Attorney.

It is my intention that this Durable Power of Attorney shall be effective immediately upon execution with respect to the appointment of DONALD E. SPARKS.

In the event of the failure to serve, or death, resignation or incapacity of DONALD E. SPARKS, I hereby appoint my children in the following order of succession my true and lawful attorney to act in, manage and conduct all my affairs, only in the event of and only during the period of my incapacity, and for that purpose in my name and on my behalf to do any or all of the acts, deeds and things specified in this Durable Power of Attorney: First, DAVID K. SPARKS, currently residing at 46643 Glastonbury, Shelby Township, Michigan 48317; second, LORIE JANE SIEVERTSEN, currently residing at 1262 Seville, Rochester Hills, Michigan 48309; and third, DONALD E. SPARKS, JR., currently residing at 46645 Glastonbury, Shelby Township, Michigan 48317.

It is my intention that this Durable Power of Attorney shall be effective only upon and during my incapacity with respect to my children.

This Durable Power of Attorney shall not be invalidated or revoked because of my incapacity or for any other reason whatsoever, other than revocation by me in writing delivered to every attorney named herein, except as provided by statute.

By this Durable Power of Attorney my attorney has the authority:

1. To demand, sue for, collect, receive and give discharges for all moneys, debts, interest, dividends, securities, shares of stock and other tangible or intangible personal or real property which now is or hereafter shall be due or belong to me.

2. To settle any account or reckoning whatsoever in which I now am or hereafter shall be in any way interested or concerned, and to pay or receive the balance thereof as the case may require.

3. To execute a good and sufficient release or other discharge of any debt.

4. To do any and all things which I may do pursuant to, and exercise all rights with respect to, any land contract or with respect to the sale, exchange or other disposition of any real estate or personal property in which I have an interest thereof, and upon the full payment of such land contract or the receipt of the full consideration with respect to such sale, exchange or other disposition, to execute and deliver good and sufficient deeds or other instruments for the conveyance or transfer of the property pursuant to said land contract or with respect to the sale, exchange or other disposition and to give good and effectual receipts for any and all moneys received under any such contract or other agreement and to discharge any debts, including mortgages, notes and other obligations which are secured by any real estate or personal property in which I have an interest thereof.

5. To commence, prosecute and defend all actions and other proceedings in which I or my estate may in any way be affected.

Law Offices of Debra Shamoun Baltus

Attachment: A. EP 200-477 Claim_Sparks (2259 : EP 200-477)

6. To agree with or make allowances to any person for or in respect of any debt or demand whatsoever which now is or shall hereafter become due and payable to me, and to take and receive any payments thereof or thereupon, and to give releases or other discharges for the whole of such debts or demands, or to settle, compromise, or submit to arbitration every such debt or demand and every other right, matter, and thing due to or concerning me as my attorney shall think best, and for that purpose to enter into and execute and deliver such bonds or other instruments as my attorney may deem advisable.

7. To enter into and upon any and all of my real estate, to let, manage and improve the same or any part thereof, to repair or otherwise improve or alter, and to insure any buildings thereon and to collect any proceeds of insurance in my name.

8. To contract with any person for leasing, for such periods, at such rents and subject to such conditions as my attorney shall see fit, all or any of my real estate, to let any such person into possession thereof, to execute all such leases and contracts as shall be necessary or proper in that respect, to give notice to quit to any tenant or occupant thereof, and to receive and recover from all tenants and occupants thereof all rents, arrears of rent, and sums of money which now are or hereafter shall become due and payable in respect thereof, and also on non-payment thereof, to take all necessary or proper actions and proceedings for terminating the tenancy or occupation of such tenants or occupants, and for ejecting the tenants or occupants and recovering the possession thereof.

9. To sell, either at public or private sale, or exchange any part of any real estate or personal property in which I may have an interest for such consideration and upon such terms as my attorney shall think fit, and to execute and deliver good and sufficient deeds, land contracts or other instruments for the conveyance or transfer of the same, with such covenants, warranties or otherwise as my attorney shall see fit, and to give good and effectual receipts for all or any part of the purchase price or other consideration.

10. To sell any land contract which I may now or hereafter own and to receive the consideration therefor and to execute and deliver the necessary instruments in connection therewith.

11. For me and in my name, to sell at public or private sale, or to exchange any or all shares of stock, mutual funds, variable annuities, bonds or securities in any corporation, partnership, trust, estate, municipal corporation or government which may now or hereafter stand in my name, or in my name and the name of others, and to receive and give receipts for the purchase price or property received and to sign any transfers or assignments that may be necessary to make the transfer or exchange and to deliver the same together with the stock, mutual funds, variable annuities, bonds or securities sold or exchanged to the transferee or the transferee's agents.

12. To deposit any moneys which may come to my attorney's hands, as my attorney, with any bank, savings and loan association or other institution (including, but not limited to, stock brokerage companies and insurance companies), person or entity in my name, and to withdraw any of such money or any other money to which I am entitled which now is or hereafter shall be so deposited, and either employ it as my attorney shall think fit for the payment of any debts or interest payable by me, or any taxes, assessments, insurance or expenses which now is or hereafter shall be due and payable on account of my real or personal property, or in or about any of the purposes herein mentioned, or otherwise for my use and benefit.

13. To borrow any sum of money on such terms and with such security, whether real or personal property, as my attorney shall think fit, and for that purpose to

Law Offices of Debra Shamoun Baltus

Attachment: A. EP 200-477 Claim_Sparks (2259 : EP 200-477)

execute all promissory notes, bonds, mortgages and other instruments which may be necessary or proper.

14. To engage, employ and dismiss any agents, clerks, employees, contractors, or other persons in and about the performance of these presents as my attorney shall think fit; and to delegate discretionary powers to such investment counsel, advisors or agents and to defray the expenses of all such measures as my attorney may deem proper.

15. To call, attend, vote at and otherwise do any and all things which I could do personally at the meetings of stockholders or directors or other meetings of any corporation, company, partnership, trust, proprietorship or otherwise to act as my attorney or proxy in respect of any stocks, shares, interests or other instruments now or hereafter held or owned, legally or beneficially, by me, and for that purpose to execute any proxies or other instruments and any and all documents and to do all other things which I am authorized to do as an employee, shareholder, director, partner, trustee and/or officer of any corporation, partnership, trust, proprietorship or otherwise, except as otherwise provided by law.

16. To exercise any powers and duties vested in me, whether solely or jointly, with any other or others as personal representative, administrator or trustee, or in any other fiduciary capacity, so far as such power or duty is capable of being validly delegated.

17. For me and in my name and from my funds, to pay all amounts due from me on my real and personal property for taxes, insurance, repairs and improvements and all amounts due or which in the sole and uncontrolled discretion of my attorney are necessary to meet my ordinary household expenses, medical bills, food, clothing and all other necessities of life.

18. To have full access to any and all safety deposit boxes or other depositories or storage facilities to which I have access and wherever situated.

19. To sign personal income tax returns on my behalf, collect income tax refunds payable to me and to agree to changes in my tax returns with the Internal Revenue Service, Michigan Department of Treasury, or any other taxing authority having jurisdiction over me.

20. In general to do all other acts, deeds, matters and things whatsoever in or about my estate, property, and affairs, or to concur with persons jointly interested with myself therein in doing all acts, deeds, matters and things herein, either particularly or generally described, as fully and effectually to all intents and purposes as I could do in my own proper person if personally present.

21. To substitute and appoint in the place and stead of my attorney, one or more attorneys to exercise for me as my attorney any or all of the powers and authorities hereby conferred, and to revoke any such appointment from time to time and to substitute or appoint any others in the place of such attorney or attorneys as my attorney or his successor shall from time to time think fit.

22. To make any transfer of my property to any revocable living trust or any irrevocable trust which I or my spouse established prior to my incapacity.

23. For me and in my name to fully or partially disclaim all or any part of any devise or gift made to me, any property of which I am a joint owner, any insurance proceeds made payable to me, any portion of any trust of which I am a beneficiary, any qualified retirement plans, individual retirement accounts or annuities, individual retirement bonds, tax-sheltered annuities or other retirement plans specified in

Law Offices of Debra Shamoun Baltus

Attachment: A. EP 200-477 Claim_Sparks (2259 : EP 200-477)

Internal Revenue Code Section 2039, as amended or supplemented, or any plan of deferred compensation made payable to me, or any other property that may legally be subject to a valid disclaimer by me.

References in this instrument to "incapacity" shall mean that an individual is so incapacitated, through illness, age or any other cause that such individual is unable to take care of his or her needs and/or finances. Such incapacity shall be evidenced: (i) by an affidavit signed by my attorney or my successor attorney stating that such incapacity exists, which shall be accompanied by the certificates of two (2) registered physicians, one of whom, if available, shall be such individual's family or attendant physician, stating that such individual is so incapacitated, or (ii) by an order issued by the probate court of the county of which such individual is then a resident stating that he or she is so incapacitated. Whether or not such individual is no longer incapacitated shall be determined by a like process as that used in determining the incapacity.

Notwithstanding anything to the contrary contained herein, by this instrument my attorney hereunder shall not have any authority with respect to any trust which I or my spouse established prior to my incapacity other than the power to transfer property to such trust pursuant to Item 22 hereof.

I, LILLIAN R. SPARKS, hereby ratify and confirm and promise at all times to ratify and confirm all and whatsoever that my attorney, or any successor attorney hereunder, shall lawfully do and cause to be done.

In the presence of the undersigned witnesses, I have signed this Durable Power of Attorney on this 5th day of June, 1997.

WITNESSES:

Lisa Renee Rotole

Jill L. Wold

Lillian R Sparks
LILLIAN R. SPARKS

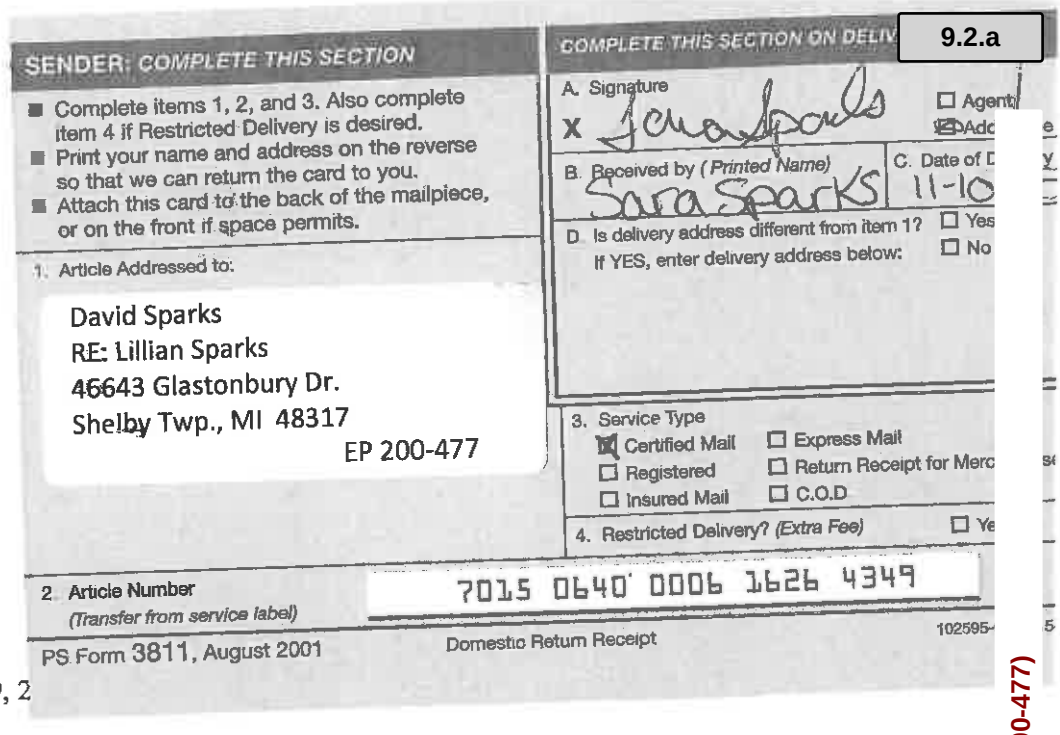
STATE OF MICHIGAN)
) S.S.
COUNTY OF OAKLAND)

On this 5th day of June, 1997, before me personally appeared LILLIAN R. SPARKS, to me known to be the same person described in and who executed the within instrument, and who acknowledged the same to be her free act and deed.

Lisa Renee Rotole
LISA RENEE ROTOLE, Notary Public
Macomb County, Michigan
Acting in Oakland County
My commission expires: May 08, 1999

Law Offices of Debra Shamoun Baltus

Attachment: A. EP 200-477 Claim_Sparks (2259 : EP 200-477)


SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
■ Print your name and address on the reverse so that we can return the card to you.
■ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

David Sparks
RE: Lillian Sparks
46643 Glastonbury Dr.
Shelby Twp., MI 48317
EP 200-477

COMPLETE THIS SECTION ON DELIV

A. Signature
X Sara Sparks ☐ Agent ☒ Add

B. Received by (Printed Name) Sara Sparks C. Date of D 11-10

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merc
☐ Insured Mail ☐ C.O.D

4. Restricted Delivery? (Extra Fee) ☐ Ye

2. Article Number (Transfer from service label) 7015 0640 0006 1626 4349

PS Form 3811, August 2001 Domestic Return Receipt 102595-

November 3, 2015

David Sparks
RE: Lillian Sparks
46643 Glastonbury Dr.
Shelby Twp., MI 48317

Re: APN: 642211026-8
TC 200 Item 477
Date of Sale: April 29, 2

To Whom It May Concern:

This office is in receipt of your claim for excess proceeds from the above-mentioned tax sale. The documentation you have provided is insufficient to establish your claim.

Please submit the necessary proof to establish your right to claim the excess proceeds. The document(s) listed below may assist the Tax Collector in making the determination.

___ Notarized Affidavit for Collection of Personal Property under California Probate Code 13100
___ Notarized Statement of different/misspelled
___ Notarized Statement Giving Authorization to claim on behalf of
_X_ Original Copy of Certified Death Certificate for Donald Sparks
_X_ Copy of Birth Certificates for Donald Sparks

_X_ Copy of Name Change documentation for Donald Edelman/Donald Sparks
____Original Note/Payment Book
____Updated Statement of Monies Owed (as of date of tax sale)
____Articles of Incorporation (if applicable Statement by Domestic Stock)
____Court Order Appointing Administrator
____Deed (Quitclaim/Grant etc...)
___Other –

Please send in all documents within 30 days (**December 3, 2015**). If you should have any questions, please contact me at the number listed below.

Sincerely,

Jennifer Pazicni
Tax Sale Operations Unit
(951) 955-3336
(951) 955-3990 Fax
jpazicni@RivCoTTC.org

Attachment: A. EP 200-477 Claim_Sparks (2259 : EP 200-477)

March 28, 2016

Final Notice

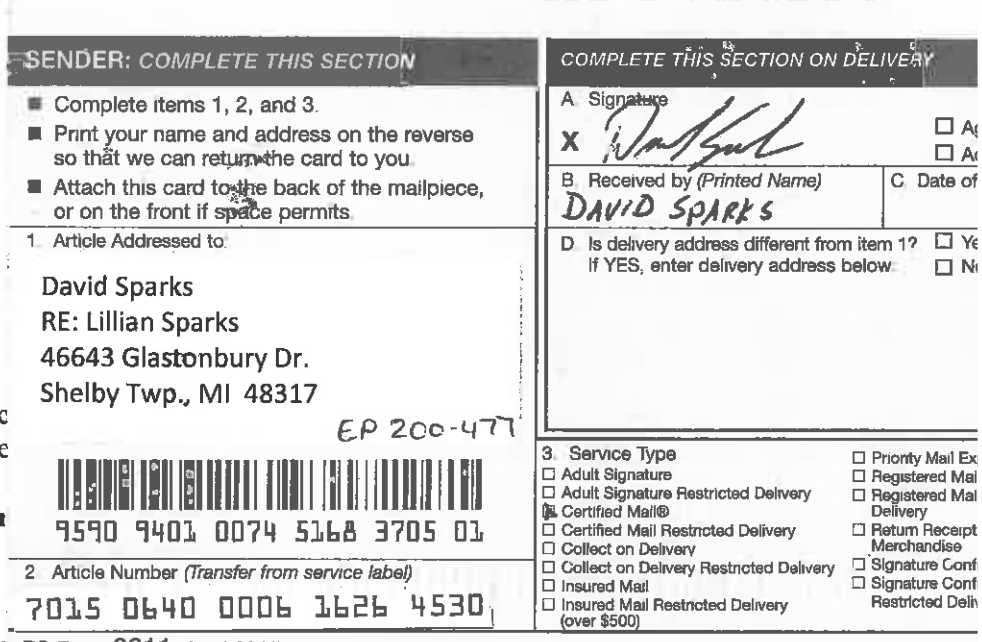
David Sparks
RE: Lillian Sparks
46643 Glastonbury Dr.
Shelby Twp., MI 48317

Re: APN: 642211026-8
TC 200 Item 477
Date of Sale: April 29,

To Whom It May Concern:

This office is in receipt of your c
documentation you have provide

Please submit the necessary pr
document(s) listed below may



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

David Sparks
RE: Lillian Sparks
46643 Glastonbury Dr.
Shelby Twp., MI 48317

EP 200-477

9590 9401 0074 5168 3705 01

2 Article Number (Transfer from service label)
7015 0640 0006 1626 4530

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X

B. Received by (Printed Name) DAVID SPARKS

C. Date of

D. Is delivery address different from item 1? If YES, enter delivery address below:

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☑ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over $500)
☐ Priority Mail Ex
☐ Registered Mail
☐ Registered Mail Delivery
☐ Return Receipt Merchandise
☐ Signature Conf
☐ Signature Conf Restricted Deli

PS Form 3811, April 2015 PSN 7530-02-000-9053 Domestic Return

___ Notarized Affidavit for Col
Personal Property under California
Probate Code 13100
___ Notarized Statement of
different/misspelled
___ Notarized Statement Giving Authorization to
claim on behalf of
_X_ Original Certified Copy of Death Certificate for Donald Sparks
_X_ Copy of Birth Certificate for Donald Sparks

____Original Note/Payment Book
____Updated Statement of Monies Owed
(as of date of tax sale)
____Articles of Incorporation (if applicable
Statement by Domestic Stock)
____Court Order Appointing Administrator
____Deed (Quitclaim/Grant etc...)
___Other –

<u>If your documentation is not received within 15 days (April 12, 2016), your claim will be denied.</u>

If you should have any questions, please contact me at the number listed below.

Sincerely,

Jennifer Pazicni
Tax Sale Operations Unit
(951) 955-3336
(951) 955-3990 Fax
jpazicni@RivCoTTC.org

Attachment: A. EP 200-477 Claim_Sparks (2259 : EP 200-477)

June 16, 2016

Final Notice

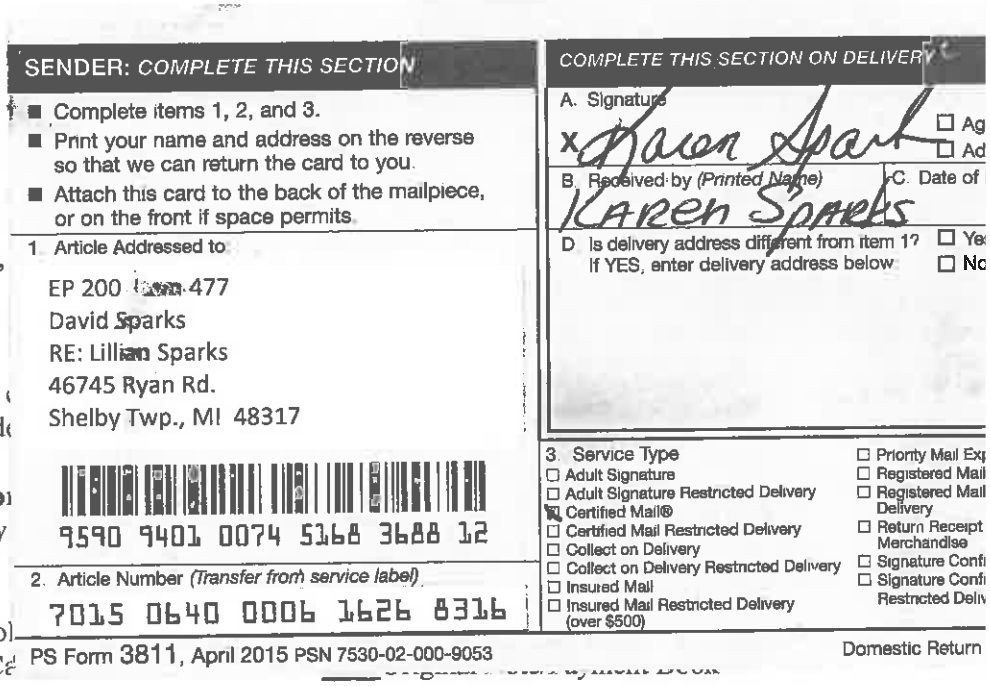
David Sparks
RE: Lillian Sparks
46745 Ryan Rd.
Shelby Twp., MI 48317

Re: APN: 642211026-8
TC 200 Item 477
Date of Sale: April 29,

To Whom It May Concern:

This office is in receipt of your
documentation you have provid

Please submit the necessary p
document(s) listed below may


SENDER: COMPLETE THIS SECTION
■ Complete items 1, 2, and 3.
■ Print your name and address on the reverse so that we can return the card to you.
■ Attach this card to the back of the mailpiece, or on the front if space permits.
1. Article Addressed to:
EP 200 Item 477
David Sparks
RE: Lillian Sparks
46745 Ryan Rd.
Shelby Twp., MI 48317
9590 9401 0074 5168 3688 12
2. Article Number (Transfer from service label)
7015 0640 0006 1626 8316
PS Form 3811, April 2015 PSN 7530-02-000-9053
COMPLETE THIS SECTION ON DELIVERY
A. Signature
X Karen Spark
B. Received by (Printed Name)
Karen Sparks
C. Date of
D. Is delivery address different from item 1? If YES, enter delivery address below:
3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☑ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over $500)
☐ Priority Mail Exp
☐ Registered Mail
☐ Registered Mail Delivery
☐ Return Receipt Merchandise
☐ Signature Confi
☐ Signature Confi Restricted Deliv
Domestic Return

___ Notarized Affidavit for Col
Personal Property under Ca
Probate Code 13100
___ Notarized Statement of
different/misspelled
___ Notarized Statement Giving Authorization to
claim on behalf of
_X_ **Original Certified Copy of Death Certificate for Donald Sparks**
_X_ **Copy of Birth Certificate for Donald Sparks**

___Updated Statement of Monies Owed
(as of date of tax sale)
___Articles of Incorporation (if applicable
Statement by Domestic Stock)
___Court Order Appointing Administrator
___Deed (Quitclaim/Grant etc...)
_X_ Other – IF UNABLE TO LOCATE THE BIRTH CERTIFICATE, PLEASE SEND A NOTARIZED STATEMENT OF FAC

If your documentation is not received within 15 days (July 1, 2016), your claim will be denied.

If you should have any questions, please contact me at the number listed below.

Sincerely,

Jennifer Pazicni
Tax Sale Operations Unit
(951) 955-3336
(951) 955-3990 Fax
jpazicni@RivCoTTC.org

Attachment: A. EP 200-477 Claim_Sparks (2259 : EP 200-477)

June 16, 2016

Final Notice

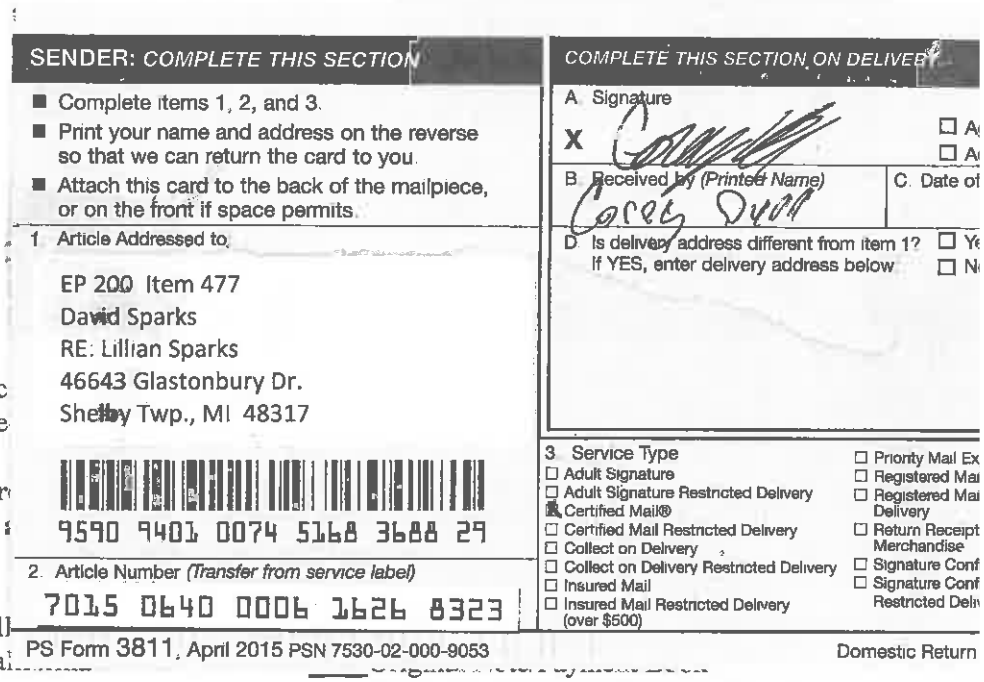
David Sparks
RE: Lillian Sparks
46643 Glastonbury Dr.
Shelby Twp., MI 48317

Re: APN: 642211026-8
TC 200 Item 477
Date of Sale: April 29, 2

To Whom It May Concern:

This office is in receipt of your c
documentation you have provide

Please submit the necessary pr
document(s) listed below may


SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1 Article Addressed to:

EP 200 Item 477
David Sparks
RE: Lillian Sparks
46643 Glastonbury Dr.
Shelby Twp., MI 48317

9590 9401 0074 5168 3688 29

2. Article Number (Transfer from service label)
7015 0640 0006 1626 8323

PS Form 3811, April 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X

B. Received by (Printed Name) Casey Dyer

C. Date of

D. Is delivery address different from item 1? If YES, enter delivery address below

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over $500)
☐ Priority Mail Ex
☐ Registered Mai
☐ Registered Mai Delivery
☐ Return Receipt Merchandise
☐ Signature Conf
☐ Signature Conf Restricted Deli

Domestic Return

___ Notarized Affidavit for Coll
Personal Property under Ca
Probate Code 13100
___ Notarized Statement of
different/misspelled
___ Notarized Statement Giving Authorization to
claim on behalf of
__X__ **Original Certified Copy of Death Certificate for Donald Sparks**
__X__ **Copy of Birth Certificate for Donald Sparks**

___ Updated Statement of Monies Owed
(as of date of tax sale)
___ Articles of Incorporation (if applicable
Statement by Domestic Stock)
___ Court Order Appointing Administrator
___ Deed (Quitclaim/Grant etc...)
__X__ Other – IF UNABLE TO LOCATE THE BIRTH CERTIFICATE, PLEASE SEND A NOTARIZED STATEMENT OF FACTS.

If your documentation is not received within 15 days (July 1, 2016), your claim will be denied.

If you should have any questions, please contact me at the number listed below.

Sincerely,

Jennifer Pazicni
Tax Sale Operations Unit
(951) 955-3336
(951) 955-3990 Fax
jpazicni@RivCoTTC.org

Attachment: A. EP 200-477 Claim_Sparks (2259 : EP 200-477)

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

Item **9.3**

SUBMITTAL DATE: September 6, 2016

FROM : TREASURER-TAX COLLECTOR:

SUBJECT: Recommendation for Distribution of Excess Proceeds for Tax Sale No. 200, Item 519. Last assessed to: Timothy R. Millen and Tracie L. Millen, husband and wife as joint tenants. District 5 [$9,265]. Fund 65595 Excess Proceeds from Tax Sale.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the claim from Green, Bryant and French, LLP agent for Mission Lakes Country Club, Inc. for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 661073024-9;
2. Deny the claim from the State of California, Franchise Tax Board;
3. Authorize and direct the Auditor-Controller to issue a warrant to Green, Bryant and French, LLP agent for Mission Lakes Country Club, Inc. in the amount of $9,265.05, no sooner than ninety days from the date of this order, unless an appeal has been filed in Superior Court, pursuant to the California Revenue and Taxation Code Section 4675.

Policy

Don Kent
Don Kent, Treasurer-Tax Collector 10/14/2016

BACKGROUND:

Summary

In accordance with Section 3691 et seq. of the California Revenue and Taxation Code, and with prior approval of the Board of Supervisors, The Tax Collector conducted the April 29, 2014 public auction sale. The deed conveying title to the purchasers at the auction was recorded June 20, 2014. Further, as required by Section 4676 of the California Revenue and Taxation Code, notice of the right to claim excess proceeds was given on July 16, 2014, to parties of interest as defined in Section 4675 of said code. Parties of interest have been determined by an examination of lot book reports as well as Assessor's and Recorder's records, and various research methods were used to obtain current mailing addresses for these parties of interest.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	$ 9,265	$ 0	$ 9,265	$ 0
NET COUNTY COST	$ 0	$ 0	$ 0	$ 0
SOURCE OF FUNDS: Fund 65595 Excess Proceeds from Tax Sale			Budget Adjustment:	No

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

	For Fiscal Year:	16/17

C.E.O. RECOMMENDATION: APPROVE

BACKGROUND:
Summary (continued)

The Treasurer-Tax Collector has received two claims for excess proceeds:

1. Claim from Green, Bryant and French, LLP attorney for Mission Lakes Country Club, Inc. based on an Authorization for Agent to Collect Excess Proceeds dated December 1, 2015, a Notice of Assessment Lien recorded November 14, 2002 as Instrument No. 2002-665003 and an Amended Notice of Assessment Lien recorded April 12, 2004 as Instrument No. 2004-0263285.
2. Claim from the State of California, Franchise Tax Board based on a Notice of State Tax Lien recorded March 7, 2013 as Instrument No. 2013-0114226.

Pursuant to Section 4675 of the California Revenue and Taxation Code, it is the recommendation of this office that Green, Bryant and French, LLP agent for Mission Lakes Country Club, Inc. be awarded excess proceeds in the amount of $9,265.05. Since the amount claimed by Green, Bryant and French, LLP agent for Mission Lakes Country Club, Inc. exceeds the amount of excess proceeds available, there are no funds available for consideration for the claim from the State of California, Franchise Tax Board. Supporting documentation has been provided. The Tax Collector requests approval of the above recommended motion. Notice of this recommendation was sent to the claimants by certified mail.

Impact on Residents and Businesses

Excess proceeds are being released to the lien holder of the property.

ATTACHMENTS (if any, in this order):

ATTACHMENT A. Claim_GreenBryantFrench

ATTACHMENT B. Claim_FTB

.

RECEIVED
2014 OCT 14 AM 10:27
RIVERSIDE COUNTY
TREAS-TAX COLLECTOR

CLAIM FOR EXCESS PROCEEDS FROM THE SALE OF TAX-DEFAULTED PROPERTY
(SEE REVERSE SIDE FOR FURTHER INSTRUCTIONS)

To: **Don Kent, Treasurer-Tax Collector**

Re: **Claim for Excess Proceeds**

TC 200 Item 519 Assessment No.: 661073024-9

Assessee: MILLEN, TIMOTHY RAY

Situs:

Date Sold: April 29, 2014

Date Deed to Purchaser Recorded: June 20, 2014

Final Date to Submit Claim: June 22, 2015

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of $50,871.44 from the sale of the above mentioned real property. I/We were the ☑ lienholder(s), ☐ property owner(s) **[check in one box]** at the time of the sale of the property as is evidenced by Riverside County Recorder's Document No. 2002-665008 recorded on 11/14/2002. A copy of this document is attached hereto. I/We are the rightful claimants by virtue of the attached assignment of interest. I/We have listed below and attached hereto each item of documentation supporting the claim submitted.

NOTE: YOUR CLAIM WILL NOT BE CONSIDERED UNLESS THE DOCUMENTATION IS ATTACHED.

Recorded Assessment Lien

Breakdown of Interest accrued

Breakdown of Assessments, Late Fees, Interest, Collection Costs & Atty. Fees

If the property is held in Joint Tenancy, the taxsale process has severed this Joint Tenancy, and all Joint Tenants will have to sign the claim unless the claimant submits proof that he or she is entitled to the full amount of the claim, the claimant may only receive his or her respective portion of the claim.

I/We affirm under penalty of perjury that the foregoing is true and correct.

Executed this 7 day of October, 2014 at San Diego, California
County, State

Signature of Claimant

Jeffrey A. French
Print Name

1230 Columbia Street, Ste 1120
Street Address

San Diego, CA 92101
City, State, Zip

(619) 237-7900
Phone Number

Signature of Claimant

Print Name

Street Address

City, State, Zip

Phone Number

SCO 8-21 (1-99)

Attachment: A. EP 200-519 Claim_GreenBryantFrench (2255 : EP 200-519)

County Administrative Center- 4th Floor
4080 Lemon Street, P.O. Box 12005
Riverside, CA 92502-2205
(951) 955-3900
(951) 955-3990 - Fax

E-mail: ttc@co.riverside.ca.us
www.countytreasurer.org

COUNTY OF RIVERSIDE
TREASURER-TAX COLLECTOR

Palm Desert Office
38-686 El Cerrito Road
Palm Desert, CA 92211

Temecula Office
40935 County Center Drive, Suite C
Temecula, CA 92591

July 16, 2014

TIMOTHY R MILLEN
1675 ARBUTUS DR
WALNUT CREEK, CA 94595-1705

Re: EXCESS PROCEEDS FROM SALE OF TAX DEFAULTED PROPE

Assessment No.: 661073024-9 Item: 519
Situs Address:
Assessee: Millen, Timothy Ray
Date Sold: April 29, 2014
Date Deed to Purchaser Recorded: June 20, 2014
Final Date to Submit Claim: June 22, 2015

Dear Sir or Madame:

The property referenced above was declared subject to the Tax Collector's power of sale for non-payment of taxes and later sold. Parties of Interest, as defined in Section 4675 of the California Revenue and Taxation Code (e.g., the last assessee and any lienholders of record), have a right to file a claim for any excess proceeds that remain after the tax liens and the costs of the sale have been satisfied. Our records show that you may be a party of interest, and we are enclosing for your convenience a claim form and a return envelope. Please note that your claim must be filed within one year of the date the deed to the purchaser was recorded (shown above). By law, we cannot accept claims after one year from this recording date. Claims submitted will be evaluated by our legal counsel and awarded in accordance with state law. The submission of a claim merely initiates that review.

The enclosed form is relatively simple and we must stress that most applicants will be able to fill it out without help. However, if you need help, please feel free to contact our office by mail, telephone or in person and we will help you without charge. You may telephone us at (951) 955-3947.

If you prefer to have an agent file your claim for you, or if you should decide to sell your claim (often referred to as "assignment") so that the purchaser of the claim may receive the funds, please advise us and we will send the proper form.

Please note also that the statutory procedures and the County's internal procedures dictate that most claims will not be processed until at least twenty (20) months following the date of recordation of the tax deed.

Sincerely,

DON KENT
TREASURER-TAX COLLECTOR

By *Shawana Green*
Deputy

117-170(Rev. 5-03)

Attachment: A. EP 200-519 Claim_GreenBryantFrench (2255 : EP 200-519)

AUTHORIZATION FOR AGENT TO COLLECT EXCESS PROCEEDS

To expedite processing of this claim, we would strongly suggest you use this form. For this form to be valid it must be completed in its entirety and documentation establishing the assignor's claim as a "party of interest" must be provided at the time this document is filed with the Treasurer-Tax Collector. **PLEASE SEE REVERSE SIDE OF THIS DOCUMENT FOR FURTHER INSTRUCTIONS.**

As a party of interest (defined in Section 4675 of the California Revenue and Taxation Code), I, the undersigned, do hereby make Green, Bryant and French, LLP my agent to apply for and collect the excess proceeds which you are holding and to which I am entitled from the sale of assessment number 661073024-9 sold at public auction on April 29, 2014. I understand that I AM NOT SELLING MY RIGHT TO THE REFUND, but merely naming an agent for collection purposes for my convenience.

I also understand that the total of excess proceeds available for refund is $9,265.05 and that I have a right to file a claim for this refund on my own, without the help of an agent. For valuable consideration received my agent is appointed to act on my behalf.

Carol Wilton
(Signature of Party of Interest)

Carol Wilton, Board President of Mission Lakes Country Club, Inc
(Name Printed)

8484 Clubhouse Blvd
(Address)

Desert Hot Springs, CA 92240
(City/State/Zip)

760-329-6481
(Area Code/Telephone Number)

STATE OF CALIFORNIA)ss.
COUNTY OF Riverside)

On _____, before me,_____, personally appeared_____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the forgoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
(Signature of Notary)

(This area for official seal)

I, the undersigned, certify under penalty of perjury that I have disclosed to the party of interest, pursuant to Section 4675 of the California Revenue and Taxation Code, the full amount of excess proceeds available and ADVISED HIM OF HIS RIGHT TO FILE A CLAIM ON HIS OWN, WITHOUT THE HELP OF AN AGENT.

_____
(Signature of Agent)

_____
(Name Printed)

_____
(Address)

_____
(City/State/Zip)

STATE OF CALIFORNIA)ss.
COUNTY OF _____)

On _____, before me, the undersigned, a Notary Public in and for said State, personally appeared_____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

_____
(Signature of Notary)

(This area for official seal)

Attachment: A. EP 200-519 Claim_GreenBryantFrench (2255 : EP 200-519)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Riverside)

On 12/1/2015 *Date* before me, Lisa K. Meyer *Here Insert Name and Title of the Officer*,

personally appeared Carol Wilton *Name(s) of Signer(s)*,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

LISA K. MEYER
COMM. #2040107
NOTARY PUBLIC • CALIFORNIA
RIVERSIDE COUNTY
Commission Expires SEPT. 1, 2017

Signature Lisa K. Meyer
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: Authorization for Agent to Collect Excess Proceeds Document Date: 12/1/2015
Number of Pages: 1 Signer(s) Other Than Named Above: ~~0~~

Capacity(ies) Claimed by Signer(s)

Signer's Name:	Signer's Name:
☐ Corporate Officer — Title(s):	☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other:	☐ Other:
Signer Is Representing:	Signer Is Representing:

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Attachment: A. EP 200-519 Claim_GreenBryantFrench (2255 : EP 200-519)

AUTHORIZATION FOR AGENT TO COLLECT EXCESS PROCEEDS

To expedite processing of this claim, we would strongly suggest you use this form. For this form to be valid it must be completed in its entirety and documentation establishing the assignor's claim as a "party of interest" must be provided at the time this document is filed with the Treasurer-Tax Collector. **PLEASE SEE REVERSE SIDE OF THIS DOCUMENT FOR FURTHER INSTRUCTIONS.**

As a party of interest (defined in Section 4675 of the California Revenue and Taxation Code), I, the undersigned, do hereby make Green, Bryant and French, LLP my agent to apply for and collect the excess proceeds which you are holding and to which I am entitled from the sale of assessment number 661073024-9 sold at public auction on April 29, 2014 . I understand that I AM NOT SELLING MY RIGHT TO THE REFUND, but merely naming an agent for collection purposes for my convenience.

I also understand that the total of excess proceeds available for refund is $9,265.05 and that I have a right to file a claim for this refund on my own, without the help of an agent. For valuable consideration received my agent is appointed to act on my behalf.

_____ (Signature of Party of Interest)

_____ (Name Printed)

_____ (Address)

_____ (City/State/Zip)

_____ (Area Code/Telephone Number)

STATE OF CALIFORNIA)ss.
COUNTY OF _____)

On _____, before me, _____, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the forgoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (Signature of Notary)

(This area for official seal)

I, the undersigned, certify under penalty of perjury that I have disclosed to the party of interest, pursuant to Section 4675 of the California Revenue and Taxation Code, the full amount of excess proceeds available and ADVISED HIM OF HIS RIGHT TO FILE A CLAIM ON HIS OWN, WITHOUT THE HELP OF AN AGENT.

Jeffrey A. French, Attorney for Association
(Name Printed)

_____ (Signature of Agent)

402 West Broadway, Suite 402
(Address)

San Diego, CA 92101
(City/State/Zip)

STATE OF CALIFORNIA)ss.
COUNTY OF SAN DIEGO)

On August 2, 2016, before me, Cheryl Cook-Singleton, the undersigned, a Notary Public in and for said State, personally appeared Jeffrey A. French, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

_____ (Signature of Notary)

(This area for official seal)

Attachment: A. EP 200-519 Claim_GreenBryantFrench (2255 : EP 200-519)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of SAN DIEGO)

On AUG 2 2016 (Date) before me, CHERYL COOK SINGLETON, NOTARY PUBLIC (Here Insert Name and Title of the Officer)

personally appeared JEFFREY A. FRENCH (Name(s) of Signer(s))

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

CHERYL COOK SINGLETON
Commission # 2134792
Notary Public - California
San Diego County
My Comm. Expires Dec 20, 2019

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Cheryl Cook Singleton (Signature of Notary Public)

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: Auth. to Collect EXCESS PROCEEDS Document Date: 8-2-16
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer — Title(s): _____	☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: _____	Signer Is Representing: _____

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Attachment: A. EP 200-519 Claim_GreenBryantFrench (2255 : EP 200-519)

AUTHORIZATION FOR AGENT TO COLLECT EXCESS PROCEEDS

To expedite processing of this claim, we would strongly suggest you use this form. For this form to be valid it must be completed in its entirety and documentation establishing the assignor's claim as a "party of interest" must be provided at the time this document is fil with the Treasurer-Tax Collector. **PLEASE SEE REVERSE SIDE OF THIS DOCUMENT FOR FURTHER INSTRUCTIONS.**

As a party of interest (defined in Section 4675 of the California Revenue and Taxation Code), I, the undersigned, do hereby ma Green, Bryant and French, LLP my agent to apply for and collect the excess proceeds which you are holding and to which I am entitl from the sale of assessment number 661073024-9 sold at public auction on April 29, 2014 . I understand that I AM NOT SELLING M RIGHT TO THE REFUND, but merely naming an agent for collection purposes for my convenience.

I also understand that the total of excess proceeds available for refund is $9,265.05 and that I have a right to file a claim for this refu on my own, without the help of an agent. For valuable consideration received my agent is appointed to act on my behalf.

_____ (Signature of Party of Interest)

_____ (Name Printed)

_____ (Address)

_____ (City/State/Zip)

_____ (Area Code/Telephone Number)

STATE OF CALIFORNIA)ss.
COUNTY OF _____)

On _____, before me,_____, persona appeared_____, who proved to me on the basis of satisfactory evidence to be t person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the forgoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (Signature of Notary)

(This area for official seal)

I, the undersigned, certify under penalty of perjury that I have disclosed to the party of interest, pursuant to Section 4675 of t California Revenue and Taxation Code, the full amount of excess proceeds available and ADVISED HIM OF HIS RIGHT TO FILE CLAIM ON HIS OWN, WITHOUT THE HELP OF AN AGENT.

Jeffrey A. French, Attorney for Association
(Name Printed)

_____ (Signature of Agent)

402 West Broadway, Suite 402
(Address)

San Diego, CA 92101
(City/State/Zip)

STATE OF CALIFORNIA)ss.
COUNTY OF SAN DIEGO)

On August 2, 2016 , before me, Cheryl Cook-Singleton, the undersigned, a Notary Public in and for said State, personally appear Jeffrey A. French , who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed t instrument.

WITNESS my hand and official seal.

_____ (Signature of Notary)

(This area for official seal)

Attachment: A. EP 200-519 Claim_GreenBryantFrench (2255 : EP 200-519)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of SAN DIEGO)

On AUG 2 2016 before me, CHERYL COOK SINGLETON, NOTARY PUBLIC
Date *Here Insert Name and Title of the Officer*

personally appeared JEFFREY A. FRENCH
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

CHERYL COOK SINGLETON
Commission # 2134792
Notary Public - California
San Diego County
My Comm. Expires Dec 20, 2019

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: Auth. to Collect EXCESS PROCEEDS Document Date: 8-2-16
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer — Title(s): _____	☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: _____	Signer Is Representing: _____

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Attachment: A. EP 200-519 Claim_GreenBryantFrench (2255 : EP 200-519)

RECORDING REQUESTED BY:

WHEN RECORDED PLEASE MAIL TO:
JEFFREY A. FRENCH
DUKE GERSTEL SHEARER LLP
73-710 Fred Waring Dr., Ste. 120
Palm Desert, CA 92260

DOC # 2002-665003
11/14/2002
Conformed Copy
Has not been compared with original
Gary L Orso
County of Riverside
Assessor, County Clerk & Recorder

(Space above for Recorder Use)

NOTICE OF ASSESSMENT LIEN

NOTICE IS HEREBY GIVEN THAT: **MISSION LAKES COUNTRY CLUB, INC.**, an incorporated Association of property owners has, in accordance with that certain document entitled COVENANTS, CONDITIONS AND RESTRICTIONS recorded on May 24, 1995, in Book 1995, Page 166392, Official Records of the office of the Recorder of the County of Riverside, State of California, performed maintenance on the common area facilities, paid for common area utilities and insurance and provided other services and claim a Lien on the following described property for non-payment of fees assessed for the above described services from the record owners(s) of said property who are members of said Association.

1. Duke Gerstel Shearer, LLP, a debt collector and the attorney for your Association is attempting to collect a debt. Any information obtained will be used for that purpose. The amount of the debt is 1,521.54 which consists of Assessments in the amount of $1,291.54 and Costs and Fees in the amount of $230.00. The creditor's name is Mission Lakes Country Club, Inc.. Unless you dispute the debt within 30 days after receipt of this notice, we will assume that the debt is valid. If you dispute the debt in writing within 30 days, we will send a verification of the debt or a copy of any judgment. We will provide you with the name and address of the original creditor (if different from the current creditor) if requested by you in writing within 30 days. This information is provided to comply with the Federal Debt Collection Practices Act, 15 U.S.C. Sec. 1692, to the extent it is applicable.

2. The name of the owner(s) or reputed owner(s) of the property is:

TIMOTHY R. MILLIN and TRACIE MILLEN
whose last known mailing address is:

1250 WORCHESTER COURT, WALNUT CREEK, CA 94596

3. The property upon which this Lien is claimed is situated in the County of Riverside, State of California, at the following situs address:

LOT 326 OF TRACT 40098 as shown by map on file in Book 65 Page 80 through 91

Attachment: A. EP 200-519 Claim_GreenBryantFrench (2255 : EP 200-519)

4. This claim arises out of the failure of the owner to pay Association dues and assessments due and payable on or before **October 1, 2002**, in accordance with the By-Laws, Rules and Regulations of the Association. Additional monies shall accrue under this claim at the rate of regular monthly or special Assessments not paid by the above stated owner(s) subsequent to the date immediately above stated, plus late charges and any interest or Attorney fees.

The lien, notice of which is hereby given, is established pursuant to the above described Declaration of Restrictions and Section 1367 of the California Civil Code. The name and address of the Trustee authorized by the Association to enforce the lien by sale is: Duke Gerstel Shearer, LLP by JEFFREY A. FRENCH, Attorney at Law, 73710 Fred Waring Dr., Ste. 120 Palm Desert, California, 92260. Telephone (800) 405-0816.

DATED: This 4 day of November, 2002

DUKE GERSTEL SHEARER, LLP
By Jeffrey A. French
Attorney for: MISSION LAKES COUNTRY CLUB, INC

STATE OF CALIFORNIA)
)
COUNTY OF SAN DIEGO)

On November 4, 2002 before me Carol Newman, personally appeared Jeffrey A. French, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

CAROL NEWMAN
Comm. # 1347628
NOTARY PUBLIC - CALIFORNIA
San Diego County
My Comm. Expires March 22, 2006

(Signature)

Seal

Attachment: A. EP 200-519 Claim_GreenBryantFrench (2255 : EP 200-519)

RECORDING REQUESTED BY:

WHEN RECORDED PLEASE MAIL TO:
JEFFREY A. FRENCH
DUKE GERSTEL SHEARER LLP
101 W. Broadway, Ste. 1120
San Diego, CA 92101

DOC # 2004-0263285
04/12/2004 08:00A Fee:15.00
Page 1 of 4
Recorded in Official Records
County of Riverside
Gary L. Orso
Assessor, County Clerk & Recorder

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18

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AMENDED NOTICE OF ASSESSMENT LIEN

NOTICE IS HEREBY GIVEN THAT this AMENDED NOTICE OF ASSESSMENT LIEN, amends the NOTICE OF ASSESSMENT LIEN recorded in Riverside County, on November 14, 2002, as Document No. 2002-665003, by **MISSION LAKES COUNTRY CLUB, INC.**, an incorporated Association of property owners against the owners **TIMOTHY R. MILLIN and TRACIE MILLEN**, a copy of which is attached hereto and incorporated herein by reference.

That this Amended Notice corrects the Tract Number on the situs address of the property upon which this lien is claimed , which is situated in the County of Riverside, State of California. That the correct property address upon which this lien is claimed is:

> LOT 326 of TRACT 4009 as shown by map on file in Book 65 Page 80 through 91 inclusive of Maps, and as amended by Map on file in Book 71, Pages 57 through 68 inclusive of Maps, Records in the office of the County Recorder of Riverside County

and NOT "Lot 326 of TRACT 40098 as shown by map on file in Book 65 Page 80 through 91" as erroneously listed on the Notice of Assessment Lien recorded in Riverside County on November 14, 2002, as Document No. 2002-665003 as listed above.

Dated: April 7, 2004..

DUKE GERSTEL SHEARER, LLP

By: JEFFREY A. FRENCH
Attorney for: MISSION LAKES COUNTRY CLUB, INC.

Attachment: A. EP 200-519 Claim_GreenBryantFrench (2255 : EP 200-519)

STATE OF CALIFORNIA)
)
COUNTY OF SAN DIEGO)

On April 7, 2004, before me, Cheryl Cook Singleton, personally appeared Jeffrey A. French, personally known to me (or proved t me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



(Signature) Seal

Attachment: A. EP 200-519 Claim_GreenBryantFrench (2255 : EP 200-519)

MILLEN
MISSION LAKES COUNTRY CLUB HOA
POST PETITION- BK FILED 10/15/05

Date incurred	Amt.	# of Days	Int. due	Annual Int.	Monthly	Per Diem
10/31/2005	$209.00	3571	$248.78	$25.08	$2.09	$0.0697
10/31/2005	$10.00	3571	$11.90	$1.20	$0.10	$0.0033
11/30/2005	$209.00	3541	$246.69	$25.08	$2.09	$0.0697
11/30/2005	$10.00	3541	$11.80	$1.20	$0.10	$0.0033
12/31/2005	$234.00	3511	$273.86	$28.08	$2.34	$0.0780
12/31/2005	$10.00	3511	$11.70	$1.20	$0.10	$0.0033
12/31/2005	$180.00	3511	$210.66	$21.60	$1.80	$0.0600
1/31/2006	$234.00	3481	$271.52	$28.08	$2.34	$0.0780
1/31/2006	$10.00	3481	$11.60	$1.20	$0.10	$0.0033
2/28/2006	$234.00	3451	$269.18	$28.08	$2.34	$0.0780
2/28/2006	$10.00	3451	$11.50	$1.20	$0.10	$0.0033
3/31/2006	$234.00	3421	$266.84	$28.08	$2.34	$0.0780
3/31/2006	$10.00	3421	$11.40	$1.20	$0.10	$0.0033
4/30/2006	$234.00	3391	$264.50	$28.08	$2.34	$0.0780
4/30/2006	$10.00	3391	$11.30	$1.20	$0.10	$0.0033
5/31/2006	$234.00	3361	$262.16	$28.08	$2.34	$0.0780
5/31/2006	$10.00	3361	$11.20	$1.20	$0.10	$0.0033
6/30/2006	$234.00	3331	$259.82	$28.08	$2.34	$0.0780
6/30/2006	$10.00	3331	$11.10	$1.20	$0.10	$0.0033
7/31/2006	$234.00	3301	$257.48	$28.08	$2.34	$0.0780
7/31/2006	$10.00	3301	$11.00	$1.20	$0.10	$0.0033
8/31/2006	$234.00	3271	$255.14	$28.08	$2.34	$0.0780
8/31/2006	$10.00	3271	$10.90	$1.20	$0.10	$0.0033
9/30/2006	$234.00	3241	$252.80	$28.08	$2.34	$0.0780
9/30/2006	$10.00	3241	$10.80	$1.20	$0.10	$0.0033
10/31/2006	$234.00	3211	$250.46	$28.08	$2.34	$0.0780
10/31/2006	$10.00	3211	$10.70	$1.20	$0.10	$0.0033
11/30/2006	$234.00	3181	$248.12	$28.08	$2.34	$0.0780
11/30/2006	$10.00	3181	$10.60	$1.20	$0.10	$0.0033
12/31/2006	$234.00	3151	$245.78	$28.08	$2.34	$0.0780
12/31/2006	$10.00	3151	$10.50	$1.20	$0.10	$0.0033
12/31/2006	$180.00	3151	$189.06	$21.60	$1.80	$0.0600
1/31/2007	$234.00	3121	$243.44	$28.08	$2.34	$0.0780
1/31/2007	$10.00	3121	$10.40	$1.20	$0.10	$0.0033
2/28/2007	$234.00	3091	$241.10	$28.08	$2.34	$0.0780
2/28/2007	$10.00	3091	$10.30	$1.20	$0.10	$0.0033
3/31/2007	$234.00	3061	$238.76	$28.08	$2.34	$0.0780
3/31/2007	$10.00	3061	$10.20	$1.20	$0.10	$0.0033
4/30/2007	$234.00	3031	$236.42	$28.08	$2.34	$0.0780
5/31/2007	$234.00	3001	$234.08	$28.08	$2.34	$0.0780

Attachment: A. EP 200-519 Claim_GreenBryantFrench (2255 : EP 200-519)

6/30/2007	$234.00	2971	$231.74	$28.08	$2.34	$0.0780
6/30/2007	$10.00	2971	$9.90	$1.20	$0.10	$0.0033
7/31/2007	$234.00	2941	$229.40	$28.08	$2.34	$0.0780
7/31/2007	$10.00	2941	$9.80	$1.20	$0.10	$0.0033
8/31/2007	$234.00	2911	$227.06	$28.08	$2.34	$0.0780
8/31/2007	$10.00	2911	$9.70	$1.20	$0.10	$0.0033
9/30/2007	$234.00	2881	$224.72	$28.08	$2.34	$0.0780
9/30/2007	$10.00	2881	$9.60	$1.20	$0.10	$0.0033
10/31/2007	$234.00	2851	$222.38	$28.08	$2.34	$0.0780
10/31/2007	$10.00	2851	$9.50	$1.20	$0.10	$0.0033
11/30/2007	$234.00	2821	$220.04	$28.08	$2.34	$0.0780
11/30/2007	$10.00	2821	$9.40	$1.20	$0.10	$0.0033
12/31/2007	$234.00	2791	$217.70	$28.08	$2.34	$0.0780
12/31/2007	$10.00	2791	$9.30	$1.20	$0.10	$0.0033
12/31/2007	$180.00	2791	$167.46	$21.60	$1.80	$0.0600
1/31/2008	$244.00	2761	$224.56	$29.28	$2.44	$0.0813
1/31/2008	$10.00	2761	$9.20	$1.20	$0.10	$0.0033
2/29/2008	$244.00	2731	$222.12	$29.28	$2.44	$0.0813
2/29/2008	$10.00	2731	$9.10	$1.20	$0.10	$0.0033
3/31/2008	$244.00	2701	$219.68	$29.28	$2.44	$0.0813
3/31/2008	$10.00	2701	$9.00	$1.20	$0.10	$0.0033
4/30/2008	$244.00	2671	$217.24	$29.28	$2.44	$0.0813
4/30/2008	$10.00	2671	$8.90	$1.20	$0.10	$0.0033
4/30/2008	$300.00	2671	$267.10	$36.00	$3.00	$0.1000
5/31/2008	$244.00	2641	$214.80	$29.28	$2.44	$0.0813
5/31/2008	$10.00	2641	$8.80	$1.20	$0.10	$0.0033
6/30/2008	$244.00	2611	$212.36	$29.28	$2.44	$0.0813
6/30/2008	$10.00	2611	$8.70	$1.20	$0.10	$0.0033
7/31/2008	$244.00	2581	$209.92	$29.28	$2.44	$0.0813
7/31/2008	$10.00	2581	$8.60	$1.20	$0.10	$0.0033
8/31/2008	$244.00	2551	$207.48	$29.28	$2.44	$0.0813
8/31/2008	$10.00	2551	$8.50	$1.20	$0.10	$0.0033
9/30/2008	$244.00	2521	$205.04	$29.28	$2.44	$0.0813
9/30/2008	$10.00	2521	$8.40	$1.20	$0.10	$0.0033
10/31/2008	$244.00	2491	$202.60	$29.28	$2.44	$0.0813
11/30/2008	$244.00	2461	$200.16	$29.28	$2.44	$0.0813
12/31/2008	$244.00	2431	$197.72	$29.28	$2.44	$0.0813
12/31/2008	$180.00	2431	$145.86	$21.60	$1.80	$0.0600
1/31/2009	$250.00	2401	$200.08	$30.00	$2.50	$0.0833
1/31/2009	$10.00	2401	$8.00	$1.20	$0.10	$0.0033
2/28/2009	$255.00	2371	$201.54	$30.60	$2.55	$0.0850
2/28/2009	$10.00	2371	$7.90	$1.20	$0.10	$0.0033
3/31/2009	$255.00	2341	$198.99	$30.60	$2.55	$0.0850
3/31/2009	$10.00	2341	$7.80	$1.20	$0.10	$0.0033
4/30/2009	$255.00	2311	$196.44	$30.60	$2.55	$0.0850
4/30/2009	$10.00	2311	$7.70	$1.20	$0.10	$0.0033
5/31/2009	$255.00	2281	$193.89	$30.60	$2.55	$0.0850

Attachment: A. EP 200-519 Claim_GreenBryantFrench (2255 : EP 200-519)

5/31/2009	$10.00	2281	$7.60	$1.20	$0.10	$0.0033
6/30/2009	$255.00	2251	$191.34	$30.60	$2.55	$0.0850
6/30/2009	$10.00	2251	$7.50	$1.20	$0.10	$0.0033
7/31/2009	$255.00	2221	$188.79	$30.60	$2.55	$0.0850
7/31/2009	$10.00	2221	$7.40	$1.20	$0.10	$0.0033
8/31/2009	$255.00	2191	$186.24	$30.60	$2.55	$0.0850
8/31/2009	$10.00	2191	$7.30	$1.20	$0.10	$0.0033
9/30/2009	$255.00	2161	$183.69	$30.60	$2.55	$0.0850
9/30/2009	$10.00	2161	$7.20	$1.20	$0.10	$0.0033
10/31/2009	$255.00	2131	$181.14	$30.60	$2.55	$0.0850
10/31/2009	$10.00	2131	$7.10	$1.20	$0.10	$0.0033
11/30/2009	$255.00	2101	$178.59	$30.60	$2.55	$0.0850
11/30/2009	$10.00	2101	$7.00	$1.20	$0.10	$0.0033
12/31/2009	$255.00	2071	$176.04	$30.60	$2.55	$0.0850
12/31/2009	$10.00	2071	$6.90	$1.20	$0.10	$0.0033
12/31/2009	$180.00	2071	$124.26	$21.60	$1.80	$0.0600
1/31/2010	$255.00	2041	$173.49	$30.60	$2.55	$0.0850
2/28/2010	$255.00	2011	$170.94	$30.60	$2.55	$0.0850
3/31/2010	$255.00	1981	$168.39	$30.60	$2.55	$0.0850
4/30/2010	$255.00	1951	$165.84	$30.60	$2.55	$0.0850
5/31/2010	$255.00	1921	$163.29	$30.60	$2.55	$0.0850
6/30/2010	$255.00	1891	$160.74	$30.60	$2.55	$0.0850
7/31/2010	$255.00	1861	$158.19	$30.60	$2.55	$0.0850
8/31/2010	$255.00	1831	$155.64	$30.60	$2.55	$0.0850
9/30/2010	$255.00	1801	$153.09	$30.60	$2.55	$0.0850
10/31/2010	$255.00	1771	$150.54	$30.60	$2.55	$0.0850
11/30/2010	$255.00	1741	$147.99	$30.60	$2.55	$0.0850
12/31/2010	$255.00	1711	$145.44	$30.60	$2.55	$0.0850
12/31/2010	$180.00	1711	$102.66	$21.60	$1.80	$0.0600
1/31/2011	$255.00	1681	$142.89	$30.60	$2.55	$0.0850
2/28/2011	$255.00	1651	$140.34	$30.60	$2.55	$0.0850
3/31/2011	$255.00	1621	$137.79	$30.60	$2.55	$0.0850
4/30/2011	$255.00	1591	$135.24	$30.60	$2.55	$0.0850
5/31/2011	$255.00	1561	$132.69	$30.60	$2.55	$0.0850
6/30/2011	$255.00	1531	$130.14	$30.60	$2.55	$0.0850
7/31/2011	$255.00	1501	$127.59	$30.60	$2.55	$0.0850
8/31/2011	$255.00	1471	$125.04	$30.60	$2.55	$0.0850
9/30/2011	$255.00	1441	$122.49	$30.60	$2.55	$0.0850
10/31/2011	$255.00	1411	$119.94	$30.60	$2.55	$0.0850
11/30/2011	$255.00	1381	$117.39	$30.60	$2.55	$0.0850
12/31/2011	$255.00	1351	$114.84	$30.60	$2.55	$0.0850
12/31/2011	$180.00	1351	$81.06	$21.60	$1.80	$0.0600
1/31/2012	$255.00	1321	$112.29	$30.60	$2.55	$0.0850
2/28/2012	$255.00	1293	$109.91	$30.60	$2.55	$0.0850
3/31/2012	$255.00	1261	$107.19	$30.60	$2.55	$0.0850
4/30/2012	$255.00	1231	$104.64	$30.60	$2.55	$0.0850
5/31/2012	$255.00	1201	$102.09	$30.60	$2.55	$0.0850

Attachment: A. EP 200-519 Claim_GreenBryantFrench (2255 : EP 200-519)

6/30/2012	$255.00	1171	$99.54	$30.60	$2.55	$0.0850
7/31/2012	$255.00	1141	$96.99	$30.60	$2.55	$0.0850
8/31/2012	$255.00	1111	$94.44	$30.60	$2.55	$0.0850
9/30/2012	$255.00	1081	$91.89	$30.60	$2.55	$0.0850
10/31/2012	$255.00	1051	$89.34	$30.60	$2.55	$0.0850
11/30/2012	$255.00	1021	$86.79	$30.60	$2.55	$0.0850
12/31/2012	$255.00	991	$84.24	$30.60	$2.55	$0.0850
12/31/2012	$180.00	991	$59.46	$21.60	$1.80	$0.0600
1/31/2013	$255.00	961	$81.69	$30.60	$2.55	$0.0850
2/28/2013	$255.00	931	$79.14	$30.60	$2.55	$0.0850
3/31/2013	$255.00	901	$76.59	$30.60	$2.55	$0.0850
4/30/2013	$255.00	871	$74.04	$30.60	$2.55	$0.0850
5/31/2013	$255.00	841	$71.49	$30.60	$2.55	$0.0850
6/30/2013	$255.00	811	$68.94	$30.60	$2.55	$0.0850
7/31/2013	$255.00	781	$66.39	$30.60	$2.55	$0.0850
8/31/2013	$255.00	751	$63.84	$30.60	$2.55	$0.0850
9/30/2013	$255.00	721	$61.29	$30.60	$2.55	$0.0850
9/30/2013	$240.00	721	$57.68	$28.80	$2.40	$0.0800
10/31/2013	$255.00	691	$58.74	$30.60	$2.55	$0.0850
11/30/2013	$255.00	661	$56.19	$30.60	$2.55	$0.0850
12/31/2013	$265.00	631	$55.74	$31.80	$2.65	$0.0883
1/31/2014	$265.00	601	$53.09	$31.80	$2.65	$0.0883
2/28/2014	$265.00	571	$50.44	$31.80	$2.65	$0.0883
3/31/2014	$265.00	541	$47.79	$31.80	$2.65	$0.0883
4/30/2014	$265.00	511	$45.14	$31.80	$2.65	$0.0883
5/30/2014	$265.00	481	$42.49	$31.80	$2.65	$0.0883
	$28,266.00		**$18,982.54**			

Attachment: A. EP 200-519 Claim_GreenBryantFrench (2255 : EP 200-519)

TIMOTHY MILLEN
Our File # 4495.003 (Millen)
Tax Deed to purchaser defaulted property to Paul Hamilton 8/20/14

Description	Amt.	Subtotal
Assessment & late charges as of 5.30.14	$28,266.00	$28,266.00
Interest @ 12% on outstanding assessments & late charges as of 10/1/15	$18,982.54	$18,982.54
Reimbursement of costs:		
11/7/06 CA Lotbook report	$80.00	
11/7/07 CA Lotbook report	$80.00	
2/1/08 West payment center	$8.10	
2/2/08 foreclosure doc search	$15.00	
3/31/08 foreclosure doc search	$10.00	
8/1/08 foreclosure doc search	$10.00	
2/12/09 foreclosure doc search	$15.00	
4/3/09 foreclosure doc search	$10.00	
5/18/09 foreclosure doc search	$10.00	
7/2/09 foreclosure doc search	$10.00	
9/2/09 foreclosure doc search	$10.00	
9/30/09 Overnight express	$17.00	
10/2/09 foreclosure doc search	$10.00	
1/4/10 foreclosure doc search	$10.00	
5/4/10 foreclosure doc search	$10.00	
7/2/10 foreclosure doc search	$10.00	
8/30/10 Accurint Report	$23.85	
9/2/10 foreclosure doc search	$10.00	
2/3/11 foreclosure doc search	$10.00	
4/4/11 foreclosure doc search	$10.00	
6/6/11 foreclosure doc search	$10.00	
8/2/11 foreclosure doc search	$12.86	
10/3/11 foreclosure doc search	$15.00	
1/4/12 foreclosure doc search	$15.00	
4/3/12 foreclosure doc search	$15.00	
6/19/12 foreclosure doc search	$15.00	
9/18/12 foreclosure doc search	$15.00	
11/16/12 search update	$10.00	
2/19/13 foreclosure doc search	$15.00	
5/17/13 foreclosure doc search	$15.00	
8/16/13 foreclosure doc search	$15.00	
11/18/13 foreclosure doc search	$15.00	
2/1/14 TLO report for Timothy Millen	$6.00	
2/4/14 foreclosure doc search	$15.00	
4/16/14 foreclosure doc search	$12.50	
8/1/14 foreclosure doc search	$15.00	

Attachment: A. EP 200-519 Claim_GreenBryantFrench (2255 : EP 200-519)

Notary for Release of Lien when paid	*$10.00*	
Recordation of Release of Lien when paid	*$25.00*	
		$620.31

Attorney Green Bryant & French: - October 1, 2014

2/15/07 update spreads	$6.41
2/16/07 status report	$5.36
4/24/07 status report	$3.05
4/26/07 status report	$5.21
1/25/08 status report	$27.00
5/22/08 status report	$16.67
6/19/08 status report	$25.71
6/20/08 status report	$11.54
9/24/08 status report	$34.09
11/12/08 status report	$29.17
2/23/09 status report	$35.16
3/23/09 status report	$34.62
5/22/09 status report	$29.51
7/22/09 status report	$25.82
8/28/09 status report	$13.30
9/10/09 SK NIF ltr	$67.50
9/10/09 JAF NIF ltr	$330.00
9/25/09 status report	$18.41
10/28/09 status report	$18.00
11/23/09 status report	$18.62
12/15/09 receive and review all ledger for collectio	$18.00
12/15/09 status report	$24.52
1/21/10 status report	$37.50
2/19/10 status report	$27.72
2/22/10 RTA re lawsuit	$11.72
3/19/10 status report	$46.67
5/14/10 status report	$17.44
5/26/14 telecom with PM and BOD	$14.29
6/23/10 status report	$18.84
7/2/14 teleconference with PM, BOD and collectior	$10.47
7/30/10 status report	$21.43
8/27/10 status report	$25.00
9/23/10 status report	$21.95
9/27/10 research regarding property tax sale	$75.00
9/28/10 research tax notices and discuss with Lott	$75.00
10/20/10 status report	$19.23
11/24/10 status report	$17.00
12/22/10 status report	$23.21
1/27/11 status report	$18.59
3/24/11 status report	$23.45
3/24/11 preparation of table summary for BOD	$5.86
4/29/11 status report	$15.30

Attachment: A. EP 200-519 Claim_GreenBryantFrench (2255 : EP 200-519)

5/27/11 status report	$18.21	
6/30/11 status report	$12.75	
8/25/11 status report	$14.88	
9/29/11 status report	$12.75	
10/21/11 status report	$15.66	
11/18/11 status report	$12.50	
12/15/11 telecom with BOD reviewing file	$5.00	
12/15/11 status report	$8.52	
2/22/12 status report	$14.17	
3/29/12 status report	$9.11	
4/24/12 status report	$15.18	
5/25/12 status report	$12.14	
6/20/12 status report	$12.14	
7/23/12 status report	$9.11	
8/20/12 status report	$12.14	
10/23/12 status report	$26.79	
11/15/12 status report	$12.14	
12/7/12 telecom with BOD reviewing file	$3.04	
3/19/13 status report	$18.21	
4/24/13 status report	$13.35	
5/16/13 status report	$13.08	
6/25/13 status report	$17.71	
7/25/13 status report	$17.71	
8/28/13 status report	$17.71	
9/24/13 status report	$17.71	
10/30/13 status report	$17.71	
11/26/13 status report	$19.32	
1/22/14 status report	$29.75	
1/22/13 conference call with all BOD members	$10.63	
2/26/14 status report	$29.75	
3/28/14 status report	$17.00	
4/25/14 status report	$17.00	
5/25/14 status report	$17.00	
6/25/14 status report	$21.25	
7/23/14 status report	$29.75	
7/23/14 RTA re lawsuit	$21.25	
7/23/14 EAC review tax deed	$72.00	
7/24/14 telecom from PM regarding file	$10.63	
8/20/14 Update spreads from 2005-2014	$135.00	
8/29/14 status report	$25.50	
10/1/14 preparation of claim to excess proceeds	$135.00	
Preparation of Release of Lien when paid	*$55.00*	
		$2,328.59
TOTAL:	$50,197.44	$50,197.44

Attachment: A. EP 200-519 Claim_GreenBryantFrench (2255 : EP 200-519)

RONALD M. GREEN*†
JOEL R. BRYANT
JEFFREY A. FRENCH††
ELIZABETH A. FRENCH
MATTHEW POELSTRA
ELIZABETH A. CALL
JASON J. JULIUS
TIMOTHY P. FLANAGAN

OF COUNSEL
BRYAN R. GERSTEL*
CRAIG S. BICKLER *

* A Professional Corporation
† Also Licensed in Colorado
†† Also Licensed in Washington

GREEN BRYANT & FRENCH, LLP
ATTORNEYS AT LAW
1230 COLUMBIA STREET, SUITE 1120
SAN DIEGO, CALIFORNIA 92101
TELEPHONE (619) 239-7900 FACSIMILE (619) 239-7800

Coachella Valley Office
73-710 Fred Waring Dr.
Suite 120
Palm Desert, CA 92260
Tel - (760) 346-9310
Fax - (760) 346-9031

October 7, 2014

-Via Certified Mailing No. 7014 0150 0000 9420 4823
Don Kent, Treasurer-Tax Collector
Attention: Excess Proceeds
P.O. Box 12005
Riverside, CA 92502-2205

Re: MISSION LAKES COUNTRY CLUB, INC. (the "Association")
Our File No.: 04495.003 (Millen)
Your File Assessment No.: 661073024-9 Item: 519

To Whom It May Concern:

As you may know, this firm represents MISSION LAKES COUNTRY CLUB, INC. (the "Association"). Please allow this letter with enclosures to serve as the Association's response to the Notice of excess proceeds from sale of tax defaulted property dated July 16, 2014. The Association hereby submits its written claim for the remaining funds from the sale of the above property. **Please forward a cashier's check or money order made payable to GREEN BRYANT & FRENCH, LLP TRUST ACCOUNT to the above San Diego address in the amount of $50,197.44. Enclosed with this letter you will find:**

1) Claim for Excess Proceeds from the Sale of Tax-Defaulted Property
2) Breakdown of amounts owed including Assessments, late fees, costs, interest and attorney's fees
3) Breakdown of interest accrued
5) Recorded Assessment lien

Please be advised that Green Bryant & French, LLP, a debt collector and the attorney for your Association, is attempting to collect a debt from you. Any information that is obtained will be used for that purpose.

This notice is to inform you that we are attempting to collect a debt of assessments as required by the provisions of the Fair Debt Collection Practices Act. As such, any information obtained from you will be used for the purpose of collecting these assessments. This notice does not imply that we are attempting to collect money from anyone who has discharged the debt under the bankruptcy laws of the United States.

The State Rosenthal Fair Debt Collection Practices Act and the Federal Fair Debt Collection Practices Act require that, except under unusual circumstances, collectors may not contact you before 8 a.m. or after 9 p.m. They may not harass you by using threats of violence or arrest or by using obscene language. Collectors may not use false or misleading statements or call you at work if they know or have

Attachment: A. EP 200-519 Claim_GreenBryantFrench (2255 : EP 200-519)

reason to know that you may not receive personal calls at work. For the most part, collectors may not tell another person, other than your attorney or spouse, about your debt. Collectors may contact another person to confirm your location or enforce a judgment. For more information about debt collection activities, you may contact the Federal Trade Commission at 1-877-FTC-HELP or www.ftc.gov.

All payments must be in the form of a cashier's check, bank check, official check issued by a bank, money order or other similar negotiable instrument. Please note that no personal checks will be accepted and that the Association reserves its right to reject any partial and/or defective tenders made by you. Please make all checks payable to **GREEN BRYANT & FRENCH, LLP CLIENT TRUST ACCOUNT**, and mail or deliver all payments to the following address:

Jeffrey A. French, Esq.
Green Bryant & French, LLP
1230 Columbia Street, Suite 1120
San Diego, CA 92101-3571

We thank you for your cooperation in bringing this account current.

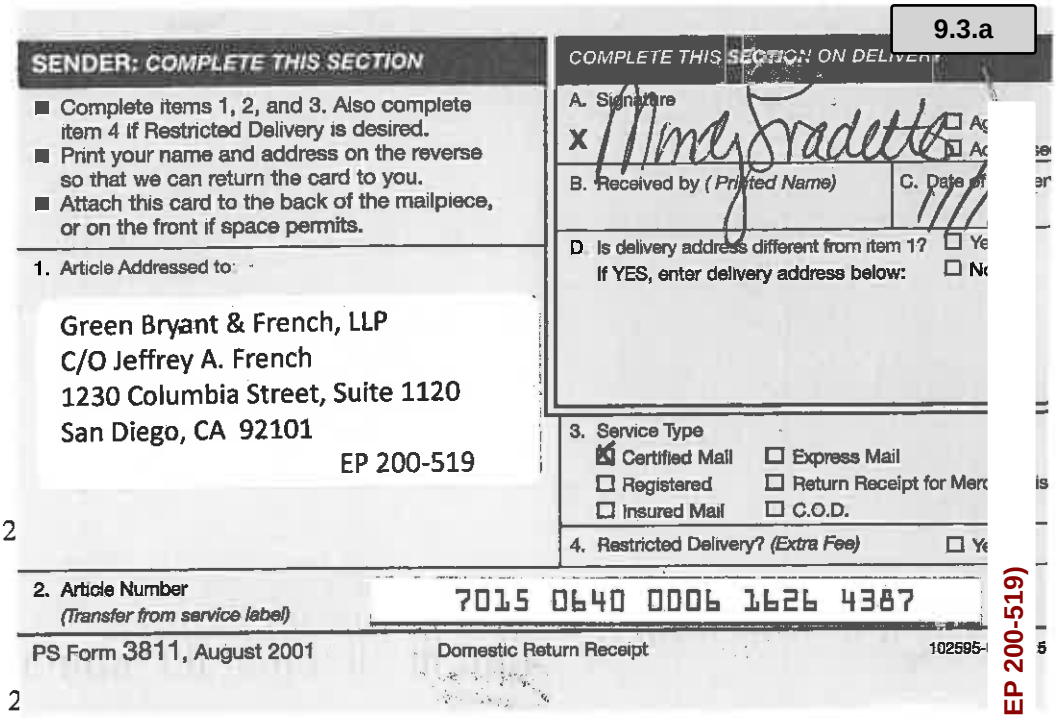
Very truly yours,

GREEN BRYANT & FRENCH, LLP

Jeffrey A. French

JAF:tl
Encl.

Attachment: A. EP 200-519 Claim_GreenBryantFrench (2255 : EP 200-519)



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Green Bryant & French, LLP
C/O Jeffrey A. French
1230 Columbia Street, Suite 1120
San Diego, CA 92101
EP 200-519

COMPLETE THIS SECTION ON DELIVERY

A. Signature
x

B. Received by (Printed Name) C. Date of

D. Is delivery address different from item 1? Ye
If YES, enter delivery address below: No

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merc
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) Ye

2. Article Number (Transfer from service label) 7015 0640 0006 1626 4387

PS Form 3811, August 2001 Domestic Return Receipt 102595-

November 9, 2015

Green Bryant & French, LLP
C/O Jeffrey A. French
1230 Columbia Street, Suite 112
San Diego, CA 92101

Re: APN: 661073024-9
TC 200 Item 519
Date of Sale: April 29, 2

To Whom It May Concern:

This office is in receipt of your claim for excess proceeds from the above-mentioned tax sale. The documentation you have provided is insufficient to establish your claim.

Please submit the necessary proof to establish your right to claim the excess proceeds. The document(s) listed below may assist the Tax Collector in making the determination.

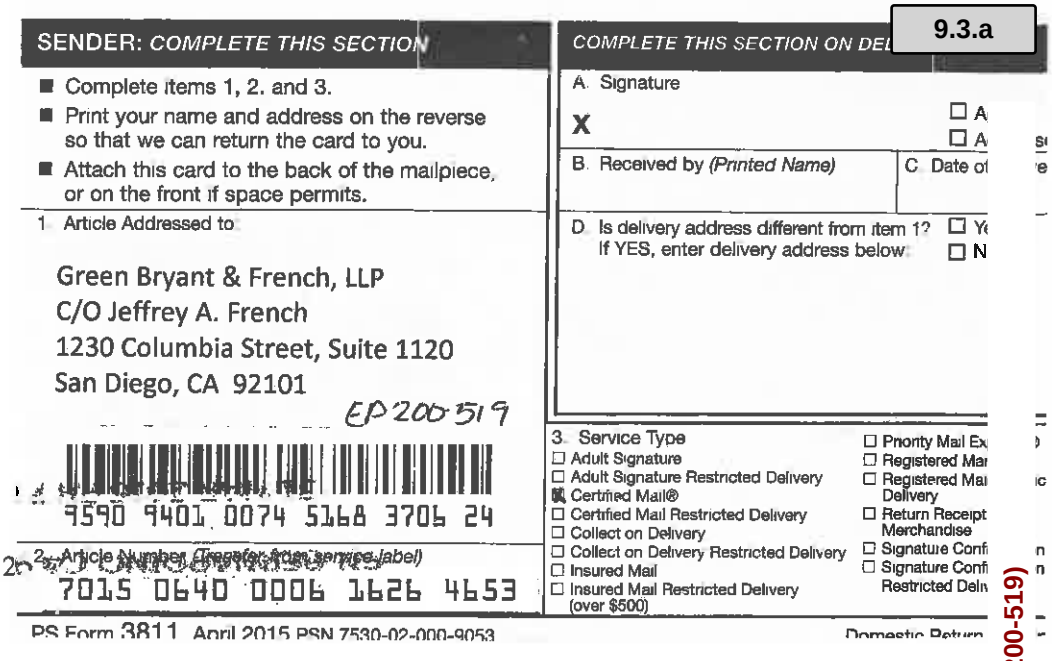
___ Notarized Affidavit for Collection of Personal Property under California Probate Code 13100
___ Notarized Statement of different/misspelled
_X_ Notarized Statement Giving Authorization to Green Bryant & French, LLP to claim on behalf of Mission Lakes Country Club, Inc.
___ Certified Death Certificate for
___ Copy of Birth Certificates for
___ Copy of Marriage Certificate for
___ Original Note/Payment Book
_X_ Updated Statement of Monies Owed (as of date of tax sale)
___ Articles of Incorporation (if applicable Statement by Domestic Stock)
___ Court Order Appointing Administrator
___ Deed (Quitclaim/Grant etc...)
_X_ Other – Was the lien re-recorded between the dates of April 12, 2004 and April 29, 2014. Please enclose a copy of the re-recorded lien if applicable.

Please send in all documents within 30 days (**December 9, 2015**). If you should have any questions, please contact me at the number listed below.

Sincerely,

Jennifer Pazicni
Tax Sale Operations Unit
(951) 955-3336
(951) 955-3990 Fax
jpazicni@RivCoTTC.org

Attachment: A. EP 200-519 Claim_GreenBryantFrench (2255 : EP 200-519)



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Green Bryant & French, LLP
C/O Jeffrey A. French
1230 Columbia Street, Suite 1120
San Diego, CA 92101

EP200519

9590 9401 0074 5168 3706 24

2. Article Number (Transfer from service label)
7015 0640 0006 1626 4653

PS Form 3811 April 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DEL

A. Signature
X

B. Received by (Printed Name) | C. Date of

D. Is delivery address different from item 1? If YES, enter delivery address below:

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over $500)
☐ Priority Mail Ex
☐ Registered Mai
☐ Registered Mai Delivery
☐ Return Receipt Merchandise
☐ Signature Confi
☐ Signature Confi Restricted Deliv

Domestic Return

March 30, 2016

Green Bryant & French, LLP
C/O Jeffrey A. French
1230 Columbia Street, Suite 1120
San Diego, CA 92101

Re: APN: 661073024-9
TC 200 Item 519
Date of Sale: April 29, 2014

To Whom It May Concern:

This office is in receipt of your claim for excess proceeds from the above-mentioned tax sale. The documentation you have provided is insufficient to establish your claim.

Please submit the necessary proof to establish your right to claim the excess proceeds. The document(s) listed below may assist the Tax Collector in making the determination.

___ Notarized Affidavit for Collection of Personal Property under California Probate Code 13100
___ Notarized Statement of different/misspelled
_X_ **Notarized Statement Giving Authorization to Green Bryant & French, LLP to claim on behalf of Mission Lakes Country Club, Inc.**
___ Certified Death Certificate for
___ Copy of Birth Certificates for
____Copy of Marriage Certificate for
____Original Note/Payment Book
_X_ **Updated Statement of Monies Owed (as of date of tax sale)**
____Articles of Incorporation (if applicable Statement by Domestic Stock)
____Court Order Appointing Administrator
____Deed (Quitclaim/Grant etc...)
____Other –

If your documentation is not received within 15 days (April 14, 2016), your claim will be denied.

If you should have any questions, please contact me at the number listed below.

Sincerely,

Jennifer Pazicni
Tax Sale Operations Unit
(951) 955-3336
(951) 955-3990 Fax
jpazicni@RivCoTTC.org

Attachment: A. EP 200-519 Claim_GreenBryantFrench (2255 : EP 200-519)

RECEIVED
8-11-16 JP

TIMOTHY MILLEN
Our File # 4495.003 (Millen)
Tax Deed to purchaser defaulted property to Paul Hamilton 6/20/14

Description	Amt.	Subtotal
Assessment & late charges as of 4/12/14	$27,736.00	$27,736.00
Interest @ 12% on outstanding assessments & late charges as of 4/12/14	$14,004.13	$14,004.13
Reimbursement of costs:		
11/7/06 CA Lotbook report	$80.00	
11/7/07 CA Lotbook report	$80.00	
2/1/08 West payment center	$8.10	
2/2/08 foreclosure doc search	$15.00	
3/31/08 foreclosure doc search	$10.00	
8/1/08 foreclosure doc search	$10.00	
2/12/09 foreclosure doc search	$15.00	
4/3/09 foreclosure doc search	$10.00	
5/18/09 foreclosure doc search	$10.00	
7/2/09 foreclosure doc search	$10.00	
9/2/09 foreclosure doc search	$10.00	
9/30/09 Overnight express	$17.00	
10/2/09 foreclosure doc search	$10.00	
1/4/10 foreclosure doc search	$10.00	
5/4/10 foreclosure doc search	$10.00	
7/2/10 foreclosure doc search	$10.00	
8/30/10 Accurint Report	$23.85	
9/2/10 foreclosure doc search	$10.00	
2/3/11 foreclosure doc search	$10.00	
4/4/11 foreclosure doc search	$10.00	
6/6/11 foreclosure doc search	$10.00	
8/2/11 foreclosure doc search	$12.86	
10/3/11 foreclosure doc search	$15.00	
1/4/12 foreclosure doc search	$15.00	
4/3/12 foreclosure doc search	$15.00	
6/19/12 foreclosure doc search	$15.00	
9/18/12 foreclosure doc search	$15.00	
11/16/12 search update	$10.00	
2/19/13 foreclosure doc search	$15.00	
5/17/13 foreclosure doc search	$15.00	
8/16/13 foreclosure doc search	$15.00	
11/18/13 foreclosure doc search	$15.00	
2/1/14 TLO report for Timothy Millen	$6.00	
2/4/14 foreclosure doc search	$15.00	
4/16/14 foreclosure doc search	$12.50	
8/1/14 foreclosure doc search	$15.00	
Notary for Release of Lien when paid	*$10.00*	
Recordation of Release of Lien when paid	*$25.00*	
		$620.31

Attachment: A. EP 200-519 Claim_GreenBryantFrench (2255 : EP 200-519)

Attorney Green Bryant & French: - October 1, 2014

2/15/07 update spreads	$6.41
2/16/07 status report	$5.36
4/24/07 status report	$3.05
4/26/07 status report	$5.21
1/25/08 status report	$27.00
5/22/08 status report	$16.67
6/19/08 status report	$25.71
6/20/08 status report	$11.54
9/24/08 status report	$34.09
11/12/08 status report	$29.17
2/23/09 status report	$35.16
3/23/09 status report	$34.62
5/22/09 status report	$29.51
7/22/09 status report	$25.82
8/28/09 status report	$13.30
9/10/09 SK NIF ltr	$67.50
9/10/09 JAF NIF ltr	$330.00
9/25/09 status report	$18.41
10/28/09 status report	$18.00
11/23/09 status report	$18.62
12/15/09 receive and review all ledger for collectio	$18.00
12/15/09 status report	$24.52
1/21/10 status report	$37.50
2/19/10 status report	$27.72
2/22/10 RTA re lawsuit	$11.72
3/19/10 status report	$46.67
5/14/10 status report	$17.44
5/26/14 telecom with PM and BOD	$14.29
6/23/10 status report	$18.84
7/2/14 teleconference with PM, BOD and collection	$10.47
7/30/10 status report	$21.43
8/27/10 status report	$25.00
9/23/10 status report	$21.95
9/27/10 research regarding property tax sale	$75.00
9/28/10 research tax notices and discuss with Lott	$75.00
10/20/10 status report	$19.23
11/24/10 status report	$17.00
12/22/10 status report	$23.21
1/27/11 status report	$18.59
3/24/11 status report	$23.45
3/24/11 preparation of table summary for BOD	$5.86
4/29/11 status report	$15.30
5/27/11 status report	$18.21
6/30/11 status report	$12.75
8/25/11 status report	$14.88
9/29/11 status report	$12.75
10/21/11 status report	$15.66
11/18/11 status report	$12.50
12/15/11 telecom with BOD reviewing file	$5.00

Attachment: A. EP 200-519 Claim_GreenBryantFrench (2255 : EP 200-519)

12/15/11 status report	$8.52	
2/22/12 status report	$14.17	
3/29/12 status report	$9.11	
4/24/12 status report	$15.18	
5/25/12 status report	$12.14	
6/20/12 status report	$12.14	
7/23/12 status report	$9.11	
8/20/12 status report	$12.14	
10/23/12 status report	$26.79	
11/15/12 status report	$12.14	
12/7/12 telecom with BOD reviewing file	$3.04	
3/19/13 status report	$18.21	
4/24/13 status report	$13.35	
5/16/13 status report	$13.08	
6/25/13 status report	$17.71	
7/25/13 status report	$17.71	
8/28/13 status report	$17.71	
9/24/13 status report	$17.71	
10/30/13 status report	$17.71	
11/26/13 status report	$19.32	
1/22/14 status report	$29.75	
1/22/13 conference call with all BOD members	$10.63	
2/26/14 status report	$29.75	
3/28/14 status report	$17.00	
4/25/14 status report	$17.00	
5/25/14 status report	$17.00	
6/25/14 status report	$21.25	
7/23/14 status report	$29.75	
7/23/14 RTA re lawsuit	$21.25	
7/23/14 EAC review tax deed	$72.00	
7/24/14 telecom from PM regarding file	$10.63	
8/20/14 Update spreads from 2005-2014	$135.00	
8/29/14 status report	$25.50	
10/1/14 preparation of claim to excess proceeds	$135.00	
Preparation of Release of Lien when paid	*$55.00*	
		$2,328.59
TOTAL:	$44,689.03	$44,689.03

Attachment: A. EP 200-519 Claim_GreenBryantFrench (2255 : EP 200-519)

MILLEN
MISSION LAKES COUNTRY CLUB HOA
POST PETITION- BK FILED 10/15/05

		4/12/2014				
Date incurred	Amt.	# of Days	Int. due	Annual Int.	Monthly	Per Diem
10/31/2005	$209.00	3042	$211.93	$25.08	$2.09	$0.0697
10/31/2005	$10.00	3042	$10.14	$1.20	$0.10	$0.0033
11/30/2005	$209.00	3012	$209.84	$25.08	$2.09	$0.0697
11/30/2005	$10.00	3012	$10.04	$1.20	$0.10	$0.0033
12/31/2005	$234.00	2982	$232.60	$28.08	$2.34	$0.0780
12/31/2005	$10.00	2982	$9.94	$1.20	$0.10	$0.0033
12/31/2005	$180.00	2982	$178.92	$21.60	$1.80	$0.0600
1/31/2006	$234.00	2952	$230.26	$28.08	$2.34	$0.0780
1/31/2006	$10.00	2952	$9.84	$1.20	$0.10	$0.0033
2/28/2006	$234.00	2922	$227.92	$28.08	$2.34	$0.0780
2/28/2006	$10.00	2922	$9.74	$1.20	$0.10	$0.0033
3/31/2006	$234.00	2892	$225.58	$28.08	$2.34	$0.0780
3/31/2006	$10.00	2892	$9.64	$1.20	$0.10	$0.0033
4/30/2006	$234.00	2862	$223.24	$28.08	$2.34	$0.0780
4/30/2006	$10.00	2862	$9.54	$1.20	$0.10	$0.0033
5/31/2006	$234.00	2832	$220.90	$28.08	$2.34	$0.0780
5/31/2006	$10.00	2832	$9.44	$1.20	$0.10	$0.0033
6/30/2006	$234.00	2802	$218.56	$28.08	$2.34	$0.0780
6/30/2006	$10.00	2802	$9.34	$1.20	$0.10	$0.0033
7/31/2006	$234.00	2772	$216.22	$28.08	$2.34	$0.0780
7/31/2006	$10.00	2772	$9.24	$1.20	$0.10	$0.0033
8/31/2006	$234.00	2742	$213.88	$28.08	$2.34	$0.0780
8/31/2006	$10.00	2742	$9.14	$1.20	$0.10	$0.0033
9/30/2006	$234.00	2712	$211.54	$28.08	$2.34	$0.0780
9/30/2006	$10.00	2712	$9.04	$1.20	$0.10	$0.0033
10/31/2006	$234.00	2682	$209.20	$28.08	$2.34	$0.0780
10/31/2006	$10.00	2682	$8.94	$1.20	$0.10	$0.0033
11/30/2006	$234.00	2652	$206.86	$28.08	$2.34	$0.0780
11/30/2006	$10.00	2652	$8.84	$1.20	$0.10	$0.0033
12/31/2006	$234.00	2622	$204.52	$28.08	$2.34	$0.0780
12/31/2006	$10.00	2622	$8.74	$1.20	$0.10	$0.0033
12/31/2006	$180.00	2622	$157.32	$21.60	$1.80	$0.0600
1/31/2007	$234.00	2592	$202.18	$28.08	$2.34	$0.0780
1/31/2007	$10.00	2592	$8.64	$1.20	$0.10	$0.0033
2/28/2007	$234.00	2562	$199.84	$28.08	$2.34	$0.0780
2/28/2007	$10.00	2562	$8.54	$1.20	$0.10	$0.0033
3/31/2007	$234.00	2532	$197.50	$28.08	$2.34	$0.0780
3/31/2007	$10.00	2532	$8.44	$1.20	$0.10	$0.0033
4/30/2007	$234.00	2502	$195.16	$28.08	$2.34	$0.0780
5/31/2007	$234.00	2472	$192.82	$28.08	$2.34	$0.0780
6/30/2007	$234.00	2442	$190.48	$28.08	$2.34	$0.0780
6/30/2007	$10.00	2442	$8.14	$1.20	$0.10	$0.0033
7/31/2007	$234.00	2412	$188.14	$28.08	$2.34	$0.0780
7/31/2007	$10.00	2412	$8.04	$1.20	$0.10	$0.0033

Attachment: A. EP 200-519 Claim_GreenBryantFrench (2255 : EP 200-519)

8/31/2007	$234.00	2382	$185.80	$28.08	$2.34	$0.0780
8/31/2007	$10.00	2382	$7.94	$1.20	$0.10	$0.0033
9/30/2007	$234.00	2352	$183.46	$28.08	$2.34	$0.0780
9/30/2007	$10.00	2352	$7.84	$1.20	$0.10	$0.0033
10/31/2007	$234.00	2322	$181.12	$28.08	$2.34	$0.0780
10/31/2007	$10.00	2322	$7.74	$1.20	$0.10	$0.0033
11/30/2007	$234.00	2292	$178.78	$28.08	$2.34	$0.0780
11/30/2007	$10.00	2292	$7.64	$1.20	$0.10	$0.0033
12/31/2007	$234.00	2262	$176.44	$28.08	$2.34	$0.0780
12/31/2007	$10.00	2262	$7.54	$1.20	$0.10	$0.0033
12/31/2007	$180.00	2262	$135.72	$21.60	$1.80	$0.0600
1/31/2008	$244.00	2232	$181.54	$29.28	$2.44	$0.0813
1/31/2008	$10.00	2232	$7.44	$1.20	$0.10	$0.0033
2/29/2008	$244.00	2202	$179.10	$29.28	$2.44	$0.0813
2/29/2008	$10.00	2202	$7.34	$1.20	$0.10	$0.0033
3/31/2008	$244.00	2172	$176.66	$29.28	$2.44	$0.0813
3/31/2008	$10.00	2172	$7.24	$1.20	$0.10	$0.0033
4/30/2008	$244.00	2142	$174.22	$29.28	$2.44	$0.0813
4/30/2008	$10.00	2142	$7.14	$1.20	$0.10	$0.0033
4/30/2008	$300.00	2142	$214.20	$36.00	$3.00	$0.1000
5/31/2008	$244.00	2112	$171.78	$29.28	$2.44	$0.0813
5/31/2008	$10.00	2112	$7.04	$1.20	$0.10	$0.0033
6/30/2008	$244.00	2082	$169.34	$29.28	$2.44	$0.0813
6/30/2008	$10.00	2082	$6.94	$1.20	$0.10	$0.0033
7/31/2008	$244.00	2052	$166.90	$29.28	$2.44	$0.0813
7/31/2008	$10.00	2052	$6.84	$1.20	$0.10	$0.0033
8/31/2008	$244.00	2022	$164.46	$29.28	$2.44	$0.0813
8/31/2008	$10.00	2022	$6.74	$1.20	$0.10	$0.0033
9/30/2008	$244.00	1992	$162.02	$29.28	$2.44	$0.0813
9/30/2008	$10.00	1992	$6.64	$1.20	$0.10	$0.0033
10/31/2008	$244.00	1962	$159.58	$29.28	$2.44	$0.0813
11/30/2008	$244.00	1932	$157.14	$29.28	$2.44	$0.0813
12/31/2008	$244.00	1902	$154.70	$29.28	$2.44	$0.0813
12/31/2008	$180.00	1902	$114.12	$21.60	$1.80	$0.0600
1/31/2009	$250.00	1872	$156.00	$30.00	$2.50	$0.0833
1/31/2009	$10.00	1872	$6.24	$1.20	$0.10	$0.0033
2/28/2009	$255.00	1842	$156.57	$30.60	$2.55	$0.0850
2/28/2009	$10.00	1842	$6.14	$1.20	$0.10	$0.0033
3/31/2009	$255.00	1812	$154.02	$30.60	$2.55	$0.0850
3/31/2009	$10.00	1812	$6.04	$1.20	$0.10	$0.0033
4/30/2009	$255.00	1782	$151.47	$30.60	$2.55	$0.0850
4/30/2009	$10.00	1782	$5.94	$1.20	$0.10	$0.0033
5/31/2009	$255.00	1752	$148.92	$30.60	$2.55	$0.0850
5/31/2009	$10.00	1752	$5.84	$1.20	$0.10	$0.0033
6/30/2009	$255.00	1722	$146.37	$30.60	$2.55	$0.0850
6/30/2009	$10.00	1722	$5.74	$1.20	$0.10	$0.0033
7/31/2009	$255.00	1692	$143.82	$30.60	$2.55	$0.0850
7/31/2009	$10.00	1692	$5.64	$1.20	$0.10	$0.0033
8/31/2009	$255.00	1662	$141.27	$30.60	$2.55	$0.0850
8/31/2009	$10.00	1662	$5.54	$1.20	$0.10	$0.0033

Attachment: A. EP 200-519 Claim_GreenBryantFrench (2255 : EP 200-519)

9/30/2009	$255.00	1632	$138.72	$30.60	$2.55	$0.0850
9/30/2009	$10.00	1632	$5.44	$1.20	$0.10	$0.0033
10/31/2009	$255.00	1602	$136.17	$30.60	$2.55	$0.0850
10/31/2009	$10.00	1602	$5.34	$1.20	$0.10	$0.0033
11/30/2009	$255.00	1572	$133.62	$30.60	$2.55	$0.0850
11/30/2009	$10.00	1572	$5.24	$1.20	$0.10	$0.0033
12/31/2009	$255.00	1542	$131.07	$30.60	$2.55	$0.0850
12/31/2009	$10.00	1542	$5.14	$1.20	$0.10	$0.0033
12/31/2009	$180.00	1542	$92.52	$21.60	$1.80	$0.0600
1/31/2010	$255.00	1512	$128.52	$30.60	$2.55	$0.0850
2/28/2010	$255.00	1482	$125.97	$30.60	$2.55	$0.0850
3/31/2010	$255.00	1452	$123.42	$30.60	$2.55	$0.0850
4/30/2010	$255.00	1422	$120.87	$30.60	$2.55	$0.0850
5/31/2010	$255.00	1392	$118.32	$30.60	$2.55	$0.0850
6/30/2010	$255.00	1362	$115.77	$30.60	$2.55	$0.0850
7/31/2010	$255.00	1332	$113.22	$30.60	$2.55	$0.0850
8/31/2010	$255.00	1302	$110.67	$30.60	$2.55	$0.0850
9/30/2010	$255.00	1272	$108.12	$30.60	$2.55	$0.0850
10/31/2010	$255.00	1242	$105.57	$30.60	$2.55	$0.0850
11/30/2010	$255.00	1212	$103.02	$30.60	$2.55	$0.0850
12/31/2010	$255.00	1182	$100.47	$30.60	$2.55	$0.0850
12/31/2010	$180.00	1182	$70.92	$21.60	$1.80	$0.0600
1/31/2011	$255.00	1152	$97.92	$30.60	$2.55	$0.0850
2/28/2011	$255.00	1122	$95.37	$30.60	$2.55	$0.0850
3/31/2011	$255.00	1092	$92.82	$30.60	$2.55	$0.0850
4/30/2011	$255.00	1062	$90.27	$30.60	$2.55	$0.0850
5/31/2011	$255.00	1032	$87.72	$30.60	$2.55	$0.0850
6/30/2011	$255.00	1002	$85.17	$30.60	$2.55	$0.0850
7/31/2011	$255.00	972	$82.62	$30.60	$2.55	$0.0850
8/31/2011	$255.00	942	$80.07	$30.60	$2.55	$0.0850
9/30/2011	$255.00	912	$77.52	$30.60	$2.55	$0.0850
10/31/2011	$255.00	882	$74.97	$30.60	$2.55	$0.0850
11/30/2011	$255.00	852	$72.42	$30.60	$2.55	$0.0850
12/31/2011	$255.00	822	$69.87	$30.60	$2.55	$0.0850
12/31/2011	$180.00	822	$49.32	$21.60	$1.80	$0.0600
1/31/2012	$255.00	792	$67.32	$30.60	$2.55	$0.0850
2/28/2012	$255.00	764	$64.94	$30.60	$2.55	$0.0850
3/31/2012	$255.00	732	$62.22	$30.60	$2.55	$0.0850
4/30/2012	$255.00	702	$59.67	$30.60	$2.55	$0.0850
5/31/2012	$255.00	672	$57.12	$30.60	$2.55	$0.0850
6/30/2012	$255.00	642	$54.57	$30.60	$2.55	$0.0850
7/31/2012	$255.00	612	$52.02	$30.60	$2.55	$0.0850
8/31/2012	$255.00	582	$49.47	$30.60	$2.55	$0.0850
9/30/2012	$255.00	552	$46.92	$30.60	$2.55	$0.0850
10/31/2012	$255.00	522	$44.37	$30.60	$2.55	$0.0850
11/30/2012	$255.00	492	$41.82	$30.60	$2.55	$0.0850
12/31/2012	$255.00	462	$39.27	$30.60	$2.55	$0.0850
12/31/2012	$180.00	462	$27.72	$21.60	$1.80	$0.0600
1/31/2013	$255.00	432	$36.72	$30.60	$2.55	$0.0850
2/28/2013	$255.00	402	$34.17	$30.60	$2.55	$0.0850

Attachment: A. EP 200-519 Claim_GreenBryantFrench (2255 : EP 200-519)

3/31/2013	$255.00	372	$31.62	$30.60	$2.55	$0.0850
4/30/2013	$255.00	342	$29.07	$30.60	$2.55	$0.0850
5/31/2013	$255.00	312	$26.52	$30.60	$2.55	$0.0850
6/30/2013	$255.00	282	$23.97	$30.60	$2.55	$0.0850
7/31/2013	$255.00	252	$21.42	$30.60	$2.55	$0.0850
8/31/2013	$255.00	222	$18.87	$30.60	$2.55	$0.0850
9/30/2013	$255.00	192	$16.32	$30.60	$2.55	$0.0850
9/30/2013	$240.00	192	$15.36	$28.80	$2.40	$0.0800
10/31/2013	$255.00	162	$13.77	$30.60	$2.55	$0.0850
11/30/2013	$255.00	132	$11.22	$30.60	$2.55	$0.0850
12/31/2013	$265.00	102	$9.01	$31.80	$2.65	$0.0883
1/31/2014	$265.00	72	$6.36	$31.80	$2.65	$0.0883
2/28/2014	$265.00	42	$3.71	$31.80	$2.65	$0.0883
3/31/2014	$265.00	12	$1.06	$31.80	$2.65	$0.0883
	$27,736.00		**$14,004.13**			

Attachment: A. EP 200-519 Claim_GreenBryantFrench (2255 : EP 200-519)

Business Entity Detail

Data is updated to the California Business Search on Wednesday and Saturday mornings. Results reflect work processed through Friday, April 01, 2016. Please refer to Processing Times for the received dates of filings currently being processed. The data provided is not a complete or certified record of an entity.

Entity Name:	MISSION LAKES COUNTRY CLUB, INC.
Entity Number:	C0615751
Date Filed:	01/15/1971
Status:	ACTIVE
Jurisdiction:	CALIFORNIA
Entity Address:	8484 CLUBHOUSE BLVD.
Entity City, State, Zip:	DESERT HOT SPRINGS CA 92240
Agent for Service of Process:	SUSAN POPPEY
Agent Address:	8484 CLUBHOUSE BLVD.
Agent City, State, Zip:	DESERT HOT SPRINGS CA 92240

* Indicates the information is not contained in the California Secretary of State's database.

- If the status of the corporation is "Surrender," the agent for service of process is automatically revoked. Please refer to California Corporations Code section 2114 for information relating to service upon corporations that have surrendered.
- For information on checking or reserving a name, refer to Name Availability.
- For information on ordering certificates, copies of documents and/or status reports or to request a more extensive search, refer to Information Requests.
- For help with searching an entity name, refer to Search Tips.
- For descriptions of the various fields and status types, refer to Field Descriptions and Status Definitions.

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Attachment: A. EP 200-519 Claim_GreenBryantFrench (2255 : EP 200-519)

STATE OF CALIFORNIA
FRANCHISE TAX BOARD
COLLECTION ADVISORY TEAM, MS A-240
PO BOX 2952
SACRAMENTO CA 95812-2952

Date: Sept. 12, 2014

In Reply Refer To:
624:LY:MILLEN

CLAIM FOR EXCESS PROCEEDS

COUNTY OF RIVERSIDE
TREASURER-TAX COLLECTOR
ATTN: EXCESS PROCEEDS
PO BOX 12005
RIVERSIDE CA 92502-2205

RECEIVED
2014 SEP 30 AM 9:21
RIVERSIDE COUNTY
TREAS-TAX COLLECTOR

APN : 661-073-024-9
Taxpayer (s) : TIMOTHY R MILLEN
FTB Account Number:
Date Sold : April 29, 2014

I, Deborah Barrett, am the Supervisor of the Collection Advisory Team of the State of California, Franchise Tax Board and am authorized to execute this claim on behalf of said Board.

The Franchise Tax Board hereby claims any or all of the excess proceeds resulting from the trustee sale or tax defaulted sale on April 29, 2014.

The claim is based on the fact that the Franchise Tax Board was a party in interest in the property at the time of sale and the following proof is submitted to establish rights to the excess proceeds:

A Certificate of Tax Due and Delinquency reflecting the current tax indebtedness of TIMOTHY R MILLEN, Account Number

A perfected and enforceable state tax lien arose upon all real property of TIMOTHY R MILLEN pursuant to Revenue and Taxation Code Section 19221.

The amount of the claim for the Franchise Tax Board is $211,384.59, as of April 29, 2014.

I declare under penalty of perjury that the foregoing and attached supporting documents are true and correct.

If you have any questions regarding this claim, contact Leslie Yorston of this department at (916)845-3561.

Deborah Barrett, Supervisor
Collection Advisory Team

Attachment: B. EP 200-519 Claim_FTB (2255 : EP 200-519)

County Administrative Center- 4th Floor
4080 Lemon Street, P.O. Box 12005
Riverside, CA 92502-2205
(951) 955-3900
(951) 955-3990 - Fax

E-mail: ttc@co.riverside.ca.us
www.countytreasurer.org

COUNTY OF RIVERSIDE
TREASURER-TAX COLLECTOR

Palm Desert Office
38-686 El Cerrito Road
Palm Desert, CA 92211

Temecula Office
40935 County Center Drive, Suite C
Temecula, CA 92591

July 16, 2014

TIMOTHY R MILLEN
1675 ARBUTUS DR
WALNUT CREEK, CA 94595-1705
Re: EXCESS PROCEEDS FROM SALE OF TAX DEFAULTED PROPE

Assessment No.: 661073024-9 Item: 519
Situs Address:
Assessee: Millen, Timothy Ray
Date Sold: April 29, 2014
Date Deed to Purchaser Recorded: June 20, 2014
Final Date to Submit Claim: June 22, 2015

Dear Sir or Madame:

The property referenced above was declared subject to the Tax Collector's power of sale for non-payment of taxes and later sold. Parties of Interest, as defined in Section 4675 of the California Revenue and Taxation Code (e.g., the last assessee and any lienholders of record), have a right to file a claim for any excess proceeds that remain after the tax liens and the costs of the sale have been satisfied. Our records show that you may be a party of interest, and we are enclosing for your convenience a claim form and a return envelope. Please note that your claim must be filed within one year of the date the deed to the purchaser was recorded (shown above). By law, we cannot accept claims after one year from this recording date. Claims submitted will be evaluated by our legal counsel and awarded in accordance with state law. The submission of a claim merely initiates that review.

The enclosed form is relatively simple and we must stress that most applicants will be able to fill it out without help. However, if you need help, please feel free to contact our office by mail, telephone or in person and we will help you without charge. You may telephone us at (951) 955-3947.

If you prefer to have an agent file your claim for you, or if you should decide to sell your claim (often referred to as "assignment") so that the purchaser of the claim may receive the funds, please advise us and we will send the proper form.

Please note also that the statutory procedures and the County's internal procedures dictate that most claims will not be processed until at least twenty (20) months following the date of recordation of the tax deed.

Sincerely,

DON KENT
TREASURER-TAX COLLECTOR

By *Shawana Green*
Deputy

117-170(Rev. 5-03)

Attachment: B. EP 200-519 Claim_FTB (2255 : EP 200-519)

State of California
Franchise Tax Board

Certificate of Tax Due and Delinquency

Filed Pursuant to Part 10.2, Division 2, Revenue and Taxation Code

State of California)
)
County of Sacramento)

The Franchise Tax Board certifies that:

The taxpayer is delinquent in payment of tax, penalties, and interest imposed upon the taxpayer under the provisions of the California Revenue and Taxation Code.

The name of the taxpayer, the last known address, and the amount of tax, penalties, and interest with reference to which the taxpayer is delinquent are as follows:

TIMOTHY R MILLEN
APN: 661-073-024-9

Tax Year	Tax	Penalties	Interest	Fees	Payments	Total
1999	$86,456.00	$18,961.50	$74,157.89	$0.00	$61,919.88	$117,655.51
1999	$0.00	$0.00	$1,322.49	$0.00	$0.00	$1,322.49*
2000	$45,539.00	$17,061.00	$45,899.40	$141.00	$14,911.32	$93,729.08
2000	$0.00	$0.00	$1,051.96	$0.00	$0.00	$1,051.96*
TOTAL	**$131,995.00**	**$36,022.50**	**$122,431.74**	**$141.00**	**$76,831.20**	**$213,759.04**

Balance reflects the total liability as of the date of the sale April 29, 2014. Per Diem is $17.36.

*Balances reflect the total tax liability not secured by a State Tax Lien as of the date of the certificate. Per Diem is $0.20.

The following Certificate(s) of Amount of Tax, Penalties, and Interest Due have been filed as follows:

Cert No. 03276645527 recorded in Riverside County on October 17, 2003, for the tax years 1999 and 2000, under Instrument No. 2003-817415 and extended Cert No. 13052608674 recorded in Riverside County on March 7, 2013, for the tax years 1999 and 2000, under Instrument No. 2013-0114226.

The taxpayer is indebted to the State of California in the above amount; no part of the indebtedness has been paid and the whole thereof is now due, owing and unpaid from the taxpayer to the State of California; the Franchise Tax Board has fully complied with all provisions of the Revenue and Taxation Code relating to the computation and levy of tax, penalties, and interest.

IN WITNESS WHEREOF the Franchise Tax Board has caused this Certificate to be executed in its name and on its behalf and its seal to be affixed by the undersigned, thereunto duly authorized.

Dated September 12, 2014
(Seal)

FRANCHISE TAX BOARD
of the State of California

BY.....

Leslie Yorston, Advisor
(916) 845-3561

Attachment: B. EP 200-519 Claim_FTB (2255 : EP 200-519)

STATE OF CALIFORNIA
FRANCHISE TAX BOARD
COLLECTION ADVISORY TEAM, M/S A-240
P. O. BOX 2952
SACRAMENTO CA 95812-2952

September 12, 2014

In reply refer to:
624:LY:MILLEN

COUNTY OF RIVERSIDE
TREASURER-TAX COLLECTOR
ATTN: EXCESS PROCEEDS
PO BOX 12005
RIVERSIDE CA 92502-2205

Subject	:	ORDER TO WITHHOLD PERSONAL INCOME TAX
Parcel No.	:	661-073-024-9 Item: 519
Taxpayer	:	TIMOTHY R MILLEN
Account No.	:	

When the Franchise Tax Board receives a request for a claim to excess proceeds and there is an unpaid balance for California Personal Income Tax that is not secured by a recorded lien, this department may issue to the trustee an ORDER TO WITHHOLD PERSONAL INCOME TAX. Pursuant to Revenue and Taxation Code 18670(a), this order attaches to all credits, personal property or other things of value in your control belonging to TIMOTHY R MILLEN. When paying the Franchise Tax Board by check, it is essential that the FTB account number appear on the check. Referencing any other number will delay the processing of the check.

If you have any questions regarding this claim, please contact the undersigned.

Leslie Yorston, Advisor
Collection Advisory Team
(916) 845-3561

Attachment: B. EP 200-519 Claim_FTB (2255 : EP 200-519)

STATE OF CALIFORNIA
Franchise Tax Board, M/S A-240
PO BOX 2952
SACRAMENTO CA 95812-2952
(916)845-3561

ORDER TO WITHHOLD PERSONAL INCOME TAX

PART 1 — RETAIN FOR YOUR RECORDS

Date: SEPTEMBER 12, 2014

COUNTY OF RIVERSIDE
TREASURER-TAX COLLECTOR
ATTN: EXCESS PROCEEDS
PO BOX 12005
RIVERSIDE CA 92502-2205

Case No.:
Acct. No.:
SSN:
Tax Year(s): 1999, 2000

Taxpayer's Name and Address:

TIMOTHY R MILLEN
APN: 661-073-024-9

AMOUNT DUE
$ 2,374.45

We are issuing THIS ORDER TO WITHHOLD to enforce payment of an amount due for California Personal Income Tax. The taxpayer has not paid the amount due, shown above. (See reverse side for applicable sections of the California Revenue and Taxation Code.)

THIS ORDER ATTACHES TO ALL CREDITS, PERSONAL PROPERTY, OR OTHER THINGS OF VALUE IN YOUR POSSESSION OR UNDER YOUR CONTROL BELONGING TO THE TAXPAYER. THIS INCLUDES, BUT IS NOT LIMITED TO, PAYMENTS DUE THE TAXPAYER AS A RESULT OF THE PROPERTY TAX SALE, APN: 661-073-024-9, ON APRIL 29, 2014. THIS ORDER PERTAINS TO A LIABILITY NOT CLAIMED HEREIN.

YOU ARE REQUIRED TO WITHHOLD the lesser of (1) the amount due shown above, or (2) the amount in your possession or under your control belonging to the taxpayer at the time you received this Order.

IN COMPLYING WITH THIS ORDER, WE REQUEST THAT YOU:

1. NOTIFY the taxpayer that you are withholding funds pursuant to the order by delivering PART 3 to the taxpayer as soon as possible.
2. RETAIN ANY FUNDS WITHHELD FOR 10 BUSINESS DAYS FROM THE DATE YOU RECEIVED THIS ORDER OR UNTIL THE DISTRIBUTION OF FUNDS HAVE BECOME FINAL, WHICHEVER IS LATER. AT THE END OF THE HOLDING PERIOD, REMIT ANY FUNDS WITHHELD UNLESS YOU HAVE RECEIVED A RELEASE FROM THIS DEPARTMENT. PLEASE INCLUDE A COPY OF THIS ORDER WITH YOUR REMITTANCE.
3. COMPLETE the questionnaire on PART 2. Please attach your remittance, if any, to that page and mail it to the Franchise Tax Board office shown at the top of this page (envelope enclosed).
4. ADVISE any interested parties to present claims to the Franchise Tax Board.
5. REFER to PART 2 if you possess or control any property other than cash, payments or credits belonging to the taxpayer.

Attachment: B. EP 200-519 Claim_FTB (2255 : EP 200-519)

EXCERPTS FROM CALIFORNIA REVENUE AND TAXATION CODE

18670. NOTICE TO WITHHOLD, HOW SERVED

(a) The Franchise Tax Board may by notice, served personally or by first-class mail, require any employer, person, officer or department of the state, political subdivision or agency of the state, including the Regents of the University of California, a city organized under a freeholders' charter, or a political body not a subdivision or agency of the state, having in their possession, or under their control, any credits or other personal property or other things of value, belonging to a taxpayer or to an employer or person who has failed to withhold and transmit amounts due pursuant to this article, to withhold, from the credits or other personal property or other things of value, the amount of any tax, interest, or penalties due from the taxpayer or the amount of any liability incurred by that employer or person for failure to withhold and transmit amounts due from a taxpayer under this part and to transmit the amount withheld to the Franchise Tax Board at the times that it may designate. However, in the case of a depository institution, as defined in Section 19(b) of the Federal Reserve Act 12 U.S.C. Sec. 461(b)(1)(A), amounts due from a taxpayer under this part shall be transmitted to the Franchise Tax Board not less than 10 business days from receipt of the notice. To be effective, the notice shall state the amount due from the taxpayer and shall be delivered or mailed to the branch or office reported in information returns filed with the Franchise Tax Board, or the branch or office where the credits or other property is held, unless another branch or office is designated by the employer, person, officer or department of the state, political subdivision or agency of the state, including the Regents of the University of California, a city organized under a freeholders' charter, or a political body not a subdivision or agency of the state.

(b) (1) At least 45 days before sending a notice to withhold to the address indicated on the information return, the Franchise Tax Board shall request a depository institution to do either of the following:

(A) Verify that the address on its information return is its designated address for receiving notices to withhold.

(B) Provide the Franchise Tax Board with a designated address for receiving notices to withhold.

(2) Once the depository institution has specified a designated address pursuant to paragraph (1), the Franchise Tax Board shall send all notices to that address unless the depository institution provides notification of another address. The Franchise Tax Board shall send all notices to withhold to a new designated address 30 days after notification.

(3) Failure to verify or provide a designated address within 30 days of receiving the request shall be deemed verification of the address on the information return as the depository institution's designated address.

(c) Any corporation or person failing to withhold the amounts due from any taxpayer and transmit them to the Franchise Tax Board after service of the notice shall be liable for those amounts. However, in the case of a depository institution, if a notice to withhold is mailed to the branch where the account is located or principal banking office, the depository institution shall be liable for a failure to withhold only to the extent that the accounts can be identified in information normally maintained at that location in the ordinary course of business.

18672. FAILURE TO WITHHOLD, LIABILITY

Any employer or person failing to withhold the amount due from any taxpayer and transmit the same to the Franchise Tax Board after service of a notice pursuant to Section 18670 or 18671 is liable for those amounts.

18674. WITHHOLD AGENT, MUST PAY WITHOUT RESORTING TO ACTION

(a) Any employer or person required to withhold and transmit any amount pursuant to this article shall comply with the requirement without resort to any legal or equitable action in a court of law or equity. Any employer or person paying to the Franchise Tax Board any amount required by it to be withheld is not liable therefor to the person from whom withheld unless the amount withheld is refunded to the withholding agent. However, if a depository institution, as defined in 12 U.S.C. Section 461 (b)(1)(A) withholds and pays to the Franchise Tax Board pursuant to this article any monies held in a deposit account in which the delinquent taxpayer and another person or persons have an interest, or in an account held in the name of a third party or parties in which the delinquent taxpayer is ultimately determined to have no interest, the depository institution paying those monies to the Franchise Tax Board is not liable therefor to any of the persons who have an interest in the account, unless the amount withheld is refunded to the withholding agent.

(b) In the case of a deposit account or accounts for which this notice to withhold applies, the depository institution shall send a notice by first-class mail to each person named on the account or accounts included in the notice from the Franchise Tax Board, provided a current address for each person is available to the institution. This notice shall inform each person as to the reason for the hold placed on the account or accounts, the amount subject to being withheld and the date by which this amount is to be remitted to the Franchise Tax Board. An institution may assess the account or accounts of each person receiving this notice a reasonable service charge not to exceed three dollars ($3).

Attachment: B. EP 200-519 Claim_FTB (2255 : EP 200-519)

STATE OF CALIFORNIA
Franchise Tax Board, M/S A-240
PO BOX 2952
SACRAMENTO CA 95812-2952
(916)845-3561

ORDER TO WITHHOLD PERSONAL INCOME TAX

PART 2 — RETURN WITH PAYMENT

Date: SEPTEMBER 12, 2014

COUNTY OF RIVERSIDE
TREASURER-TAX COLLECTOR
ATTN: EXCESS PROCEEDS
PO BOX 12005
RIVERSIDE CA 92502-2205

Case No.:
Acct. No.:
SSN:
Tax Year(s): 1999, 2000

Taxpayer's Name and Address:

TIMOTHY R MILLEN
APN: 661-073-024-9

AMOUNT DUE
$ 2,374.45

PLEASE COMPLETE THE QUESTIONNAIRE BELOW.

A. ☐ Payment of $_____ is attached.

Payment is not attached because (check one):

B. ☐ Account closed

C. ☐ Unable to locate account

D. ☐ No funds/nothing to report

E. ☐ Other (Please attach explanation.)

NOTICE:

If you possess or control any property other than cash or credits belonging to the taxpayer, (1) do NOT convert such property to cash as a result of this order, but provide us with a description of the property under your control and hold the property until you receive a release from this department. (2) If such property is sold for other reasons, remit the cash proceeds to this department.

Property other than cash may include, but is not limited to, stocks, bonds, stock options, stock rights, contents of safe deposit boxes, etc.

Contact this office at the address shown above if you are not sure how to proceed in special or unusual circumstances.

Attachment: B. EP 200-519 Claim_FTB (2255 : EP 200-519)

STATE OF CALIFORNIA
Franchise Tax Board, M/S A-240
PO BOX 2952
SACRAMENTO CA 95812-2952
(916)845-3561

ORDER TO WITHHOLD PERSONAL INCOME TAX

PART 3 — FURNISH TO TAXPAYER

Date: SEPTEMBER 12, 2014

COUNTY OF RIVERSIDE
TREASURER-TAX COLLECTOR
ATTN: EXCESS PROCEEDS
PO BOX 12005
RIVERSIDE CA 92502-2205

Case No.:
Acct. No.:
SSN:
Tax Year(s): 1999, 2000

Taxpayer's Name and Address:

TIMOTHY R MILLEN
APN: 661-073-024-9

AMOUNT DUE
$ 2,374.45

The Franchise Tax Board has issued an ORDER TO WITHHOLD to the addressee shown above under authorization of Section 18670 of the California Revenue and Taxation Code to enforce payment of an amount due for California Personal Income Tax.

The addressee has been instructed to deduct and withhold the amount due, shown above, from any credits or payments of any nature due, owing, and unpaid to you. Such credits and payments include, but are not limited to, deposits in financial institutions, declared dividends, rents, royalties, deposits in vacation or holiday trust funds, Individual Retirement Accounts, Keogh Accounts and other personal property in the possession of or controlled by the addressee.

The amount withheld by the addressee will be paid to the Franchise Tax Board and applied to your account for the tax years noted above. You should determine the amount withheld by the addressee and, if it is less than the amount due, you should forward payment of the remaining unpaid balance immediately to avoid further collection action. Please make your check or money order payable to the FRANCHISE TAX BOARD, attach it to this notice, and mail it to the Franchise Tax Board office shown at the top of this page.

SPECIAL INFORMATION CONCERNING TAXPAYER RIGHTS

If we levy upon your bank account in error, we can reimburse you for bank charges incurred as a result of our error. To receive reimbursement, you must write to us at the above address within 90 days from the date of the levy.

If immediate, full payment of the amount due will create an undue hardship, or if you have already paid the amount due, or if the amount is not due, contact us immediately. Please telephone the number shown at the top of this form for account information. You should have this notice with you when you call.

The Franchise Tax Board has a Taxpayer Advocate who reviews those cases where taxpayers have been unable to resolve their problems with the Franchise Tax Board through normal channels. To contact the Taxpayer Advocate, write to: Taxpayer Advocate Bureau, PO Box 157, Rancho Cordova CA 95741-0157. FAX (916) 845-6614. You may also email the Advocate at **http://www.ftb.ca.gov.**

FTB 2900 (REV 12-1998)

Attachment: B. EP 200-519 Claim_FTB (2255 : EP 200-519)

EXCERPTS FROM CALIFORNIA REVENUE AND TAXATION CODE

18670. NOTICE TO WITHHOLD, HOW SERVED

(a) The Franchise Tax Board may by notice, served personally or by first-class mail, require any employer, person, officer or department of the state, political subdivision or agency of the state, including the Regents of the University of California, a city organized under a freeholders' charter, or a political body not a subdivision or agency of the state, having in their possession, or under their control, any credits or other personal property or other things of value, belonging to a taxpayer or to an employer or person who has failed to withhold and transmit amounts due pursuant to this article, to withhold, from the credits or other personal property or other things of value, the amount of any tax, interest, or penalties due from the taxpayer or the amount of any liability incurred by that employer or person for failure to withhold and transmit amounts due from a taxpayer under this part and to transmit the amount withheld to the Franchise Tax Board at the times that it may designate. However, in the case of a depository institution, as defined in Section 19(b) of the Federal Reserve Act (12 U.S.C.A. Sec. 461(b)(1) (A)), amounts due from a taxpayer under this part shall be transmitted to the Franchise Tax Board not less than 10 business days from receipt of the notice. To be effective, the notice shall state the amount due from the taxpayer and shall be delivered or mailed to the branch or office reported in information returns filed with the Franchise Tax Board, or the branch or office where the credits or other property is held, unless another branch or office is designated by the employer, person, officer or department of the state, political subdivision or agency of the state, including the Regents of the University of California, a city organized under a freeholders' charter or a political body not a subdivision or agency of the state.

(b) (1) At least 45 days before sending a notice to withhold to the address indicated on the information return, the Franchise Tax Board shall request a depository institution to do either of the following:

(A) Verify that the address on its information return is its designated address for receiving notices to withhold.

(B) Provide the Franchise Tax Board with a designated address for receiving notices to withhold.

(2) Once the depository institution has specified a designated address pursuant to paragraph (1), the Franchise Tax Board shall send all notices to that address unless the depository institution provides notification of another address. The Franchise Tax Board shall send all notices to withhold to a new designated address 30 days after notification.

(3) Failure to verify or provide a designated address within 30 days of receiving the request shall be deemed verification of the address on the information return as the depository institution's designated address.

(c) Any corporation or person failing to withhold the amounts due from any taxpayer and transmit them to the Franchise Tax Board after service of the notice shall be liable for those amounts. However, in the case of a depository institution, if a notice to withhold is mailed to the branch where the account is located or principal banking office, the depository institution shall be liable for a failure to withhold only to the extent that the accounts can be identified in information normally maintained at that location in the ordinary course of business.

18672. FAILURE TO WITHHOLD, LIABILITY

Any employer or person failing to withhold the amount due from any taxpayer and to transmit the same to the Franchise Tax Board after service of a notice pursuant to Section 18670 is liable for such amounts.

18674. WITHHOLD AGENT, MUST PAY WITHOUT RESORTING TO ACTION

(a) Any employer or person required to withhold and transmit any amount pursuant to this article shall comply with the requirement without resort to any legal or equitable action in a court of law or equity. Any employer or person paying to the Franchise Tax Board any amount required by it to be withheld is not liable therefor to the person from whom withheld unless the amount withheld is refunded to the withholding agent. However, if a depository institution, as defined in 12 U.S.C. Sec. 461(b)(1)(A) withholds and pays to the Franchise Tax Board pursuant to this article any moneys held in a deposit account in which the delinquent taxpayer and another person or persons have an interest, or in an account held in the name of a third party or parties in which the delinquent taxpayer is ultimately determined to have no interest, the depository institution paying those moneys to the Franchise Tax Board is not liable therefor to any of the persons who have an interest in the account, unless the amount withheld is refunded to the withholding agent.

(b) In the case of a deposit account or accounts for which this notice to withhold applies, the depository institution shall send a notice by first-class mail to each person named on the account or accounts included in the notice from the Franchise Tax Board, provided that a current address for each person is available to the institution. This notice shall inform each person as to the reason for the hold placed on the account or accounts, the amount subject to being withheld, and the date by which this amount is to be remitted to the Franchise Tax Board. An institution may assess the account or accounts of each person receiving this notice a reasonable service charge not to exceed three dollars ($3).

Attachment: B. EP 200-519 Claim_FTB (2255 : EP 200-519)

Recording Requested by

STATE OF CALIFORNIA
FRANCHISE TAX BOARD
Sacramento CA 95812-2952

And When Recorded Mail to

Special Procedures Section
PO BOX 2952
Sacramento CA 95812-2952

DOC # 2013-0114226
03/07/2013 03:42P Fee:NC
Page 1 of 1
Recorded In Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder

M
030

Notice of State Tax Lien

Filed With: RIVERSIDE

Certificate Number	:	13052608674
Extend Certificate Number	:	03276645527
Document No./ Book & Page	:	2003-817415 1
Recorded	:	10/17/2003

The Franchise Tax Board of the State of California hereby certifies that the following named taxpayer(s) is liable under parts 10 or 11 of Division 2 of the Revenue and Taxation Code to the State of California for amount due and required to be paid by said taxpayer(s) as follows:

Name of Taxpayer(s) : TIMOTHY R MILLEN

FTB Account Number :

Social Security Number(s) :

Last Known Address : 1675 ARBUTUS DR
: WALNUT CREEK, CA 94595-1705

For Taxable Years : 2000,1999

Total Lien Amount* : 204015.94

Further interest and fees will accrue at the rate prescribed by law until paid; that the Franchise Tax Board of the State of California complied with all of the provisions of parts 10 or 11 of Division 2 of the Revenue and Taxation Code of the State of California in computing, levying, determining and assessing the tax; the said amounts are due and payable and have not been paid. Said lien attaches to all property and rights to such property now owned or later acquired by the taxpayer.

IN WITNESS WHEREOF, the Franchise Tax Board of the State of California has duly authorized the undersigned to execute this Notice in its name.

Dated: 02/21/13

FRANCHISE TAX BOARD
of the State of California

Collection Bureau
Telephone Number: (916) 845-4350

By:

*Additional interest is accruing at the rate prescribed by law.

Authorized facsimile signature.

FTB 2930 V4 M ARCS (REV 12-2012)

Public Record

Order: Non-Order Search Doc: RV:2013 00114226

Attachment: B. EP 200-519 Claim_FTB (2255 : EP 200-519)

STATE OF CALIFORNIA
FRANCHISE TAX BOARD
COLLECTION ADVISORY TEAM, MS A-240
PO BOX 2952
SACRAMENTO CA 95812-2952

Date: May 27, 2016

In Reply Refer To:
624:LY:MILLEN

CLAIM FOR EXCESS PROCEEDS

COUNTY OF RIVERSIDE
TREASURER-TAX COLLECTOR
ATTN: EXCESS PROCEEDS
PO BOX 12005
RIVERSIDE CA 92502-2205

APN : 661-073-024-9
Taxpayer (s) : TIMOTHY R MILLEN
FTB Account Number:
Date Sold : April 29, 2014

I, Brenda Sizer, am the Supervisor of the Collection Advisory Team of the State of California, Franchise Tax Board and am authorized to execute this claim on behalf of said Board.

The Franchise Tax Board hereby claims any or all of the excess proceeds resulting from the trustee sale or tax defaulted sale on April 29, 2014.

The claim is based on the fact that the Franchise Tax Board was a party in interest in the property at the time of sale and the following proof is submitted to establish rights to the excess proceeds:

A Certificate of Tax Due and Delinquency reflecting the current tax indebtedness of TIMOTHY R MILLEN, Account Number

A perfected and enforceable state tax lien arose upon all real property of TIMOTHY R MILLEN pursuant to Revenue and Taxation Code Section 19221.

The amount of the claim for the Franchise Tax Board is $211,384.59, as of April 29, 2014.

I declare under penalty of perjury that the foregoing and attached supporting documents are true and correct.

If you have any questions regarding this claim, contact Leslie Yorston of this department at (916)845-3561.

Brenda Sizer, Supervisor
Collection Advisory Team

Attachment: B. EP 200-519 Claim_FTB (2255 : EP 200-519)

State of California
Franchise Tax Board

Certificate of Tax Due and Delinquency

Filed Pursuant to Part 10.2, Division 2, Revenue and Taxation Code

State of California)
)
County of Sacramento)

The Franchise Tax Board certifies that:

The taxpayer is delinquent in payment of tax, penalties, and interest imposed upon the taxpayer under the provisions of the California Revenue and Taxation Code.

The name of the taxpayer, the last known address, and the amount of tax, penalties, and interest with reference to which the taxpayer is delinquent are as follows:

TIMOTHY R MILLEN
APN: 661-073-024-9

Tax Year	Tax	Penalties	Interest	Fees	Payments	Total
1999	$86,456.00	$18,961.50	$74,157.89	$0.00	$61,919.88	$117,655.51
2000	$45,539.00	$17,061.00	$45,899.40	$141.00	$14,911.32	$93,729.08
TOTAL	**$131,995.00**	**$36,022.50**	**$120,057.29**	**$141.00**	**$76,831.20**	**$211,384.59**

Balance reflects the total liability as of the date of the sale April 29, 2014. Per Diem is $17.36.

The following Certificate(s) of Amount of Tax, Penalties, and Interest Due have been filed as follows:

Cert No. 03276645527 recorded in Riverside County on October 17, 2003, for the tax years 1999 and 2000, under Instrument No. 2003-817415 and extended Cert No. 13052608674 recorded in Riverside County on March 7, 2013, for the tax years 1999 and 2000, under Instrument No. 2013-0114226.

The taxpayer is indebted to the State of California in the above amount; no part of the indebtedness has been paid and the whole thereof is now due, owing and unpaid from the taxpayer to the State of California; the Franchise Tax Board has fully complied with all provisions of the Revenue and Taxation Code relating to the computation and levy of tax, penalties, and interest.

IN WITNESS WHEREOF the Franchise Tax Board has caused this Certificate to be executed in its name and on its behalf and its seal to be affixed by the undersigned, thereunto duly authorized.

Dated May 27, 2016
(Seal)

FRANCHISE TAX BOARD
of the State of California

BY.....

Leslie Yorston, Advisor
(916) 845-3561

Attachment: B. EP 200-519 Claim_FTB (2255 : EP 200-519)

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

Item **9.4**

SUBMITTAL DATE:
September 19, 2016

FROM : TREASURER-TAX COLLECTOR:

SUBJECT: Recommendation for Distribution of Excess Proceeds for Tax Sale No. 203, Item 88. Last assessed to: Estela Mata, a single woman. District 1 [$25,234]. Fund 65595 Excess Proceeds from Tax Sale.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the claim from Estela Mata, last assessee for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 315120004-6;
2. Authorize and direct the Auditor-Controller to issue a warrant to Estela Mata in the amount of $25,234.93, no sooner than ninety days from the date of this order, unless an appeal has been filed in Superior Court, pursuant to the California Revenue and Taxation Code Section 4675.

Policy

Don Kent
Don Kent, Treasurer-Tax Collector 10/14/2016

BACKGROUND:

Summary

In accordance with Section 3691 et seq. of the California Revenue and Taxation Code, and with prior approval of the Board of Supervisors, The Tax Collector conducted the May 5, 2015 public auction sale. The deed conveying title to the purchasers at the auction was recorded June 18, 2015. Further, as required by Section 4676 of the California Revenue and Taxation Code, notice of the right to claim excess proceeds was given on July 22, 2015, to parties of interest as defined in Section 4675 of said code. Parties of interest have been determined by an examination of lot book reports as well as Assessor's and Recorder's records, and various research methods were used to obtain current mailing addresses for these parties of interest.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	$ 25,234	$ 0	$ 25,234	$ 0
NET COUNTY COST	$ 0	$ 0	$ 0	$ 0

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

SOURCE OF FUNDS: **Fund 65595 Excess Proceeds from Tax Sale**	**Budget Adjustment:** No
	For Fiscal Year: 16/17

C.E.O. RECOMMENDATION: APPROVE

BACKGROUND:
Summary (continued)

The Treasurer-Tax Collector has received one claim for excess proceeds:

1. Claim from Estela Mata based on a Grant Deed recorded April 29, 2015 as Instrument No. 2015-0175449.

Pursuant to Section 4675 of the California Revenue and Taxation Code, it is the recommendation of this office that Estela Mata be awarded excess proceeds in the amount of $25,234.93. Supporting documentation has been provided. The Tax Collector requests approval of the above recommended motion. Notice of this recommendation was sent to the claimant by certified mail.

Impact on Residents and Businesses
Excess proceeds are being released to the last assessee of the property.

ATTACHMENTS (if any, in this order):

ATTACHMENT A. Claim_Mata

CLAIM FOR EXCESS PROCEEDS FROM THE SALE OF TAX-DEFAULTED PROPERTY
(SEE REVERSE SIDE FOR FURTHER INSTRUCTIONS)

RECEIVED
2016 JAN 28 PM 12: 35
RIVERSIDE COUNTY
TREAS-TAX COLLECTOR

To: **Don Kent, Treasurer-Tax Collector**

Re: **Claim for Excess Proceeds**

TC 203 Item 88 Assessment No.: 315120004-6

Assessee: MORONGO V I K TR

Situs:

Date Sold: May 5, 2015

Date Deed to Purchaser Recorded: June 18, 2015

Final Date to Submit Claim: June 20, 2016

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of $ 100%. from the sale of the above mentioned real property. I/We were the ☐ lienholder(s), ☐ property owner(s) **[check in one box]** at the time of the sale of the property as is evidenced by Riverside County Recorder's Document No. _____; recorded on _____. A copy of this document is attached hereto. I/We are the rightful claimants by virtue of the attached assignment of interest. I/We have listed below and attached hereto each item of documentation supporting the claim submitted.

NOTE: YOUR CLAIM WILL NOT BE CONSIDERED UNLESS THE DOCUMENTATION IS ATTACHED.

Attached Grant Deed recorded on 4/29/15.

If the property is held in Joint Tenancy, the taxsale process has severed this Joint Tenancy, and all Joint Tenants will have to sign the claim unless the claimant submits proof that he or she is entitled to the full amount of the claim, the claimant may only receive his or her respective portion of the claim.

I/We affirm under penalty of perjury that the foregoing is true and correct.

Executed this 22 day of January, 2016 at Fontana, San Bernardino, CA.
County, State

Signature of Claimant

Signature of Claimant

Estela Mata
Print Name

Print Name

14299 Foothill Blvd.
Street Address

Street Address

Fontana, CA 92335
City, State, Zip

City, State, Zip

(909) 357-3100; (909) 641-4275.
Phone Number

Phone Number

SCO 8-21 (1-99)

Attachment: A. EP 203-88 Claim_Mata (2418 : EP 203-88)

County Administrative Center- 4th Floor
4080 Lemon Street, P.O. Box 12005
Riverside, CA 92502-2205
(951) 955-3900
(951) 955-3990 - Fax

E-mail: ttc@co.riverside.ca.us
www.countytreasurer.org

COUNTY OF RIVERSIDE
TREASURER-TAX COLLECTOR

Palm Desert Office
38-686 El Cerrito Road
Palm Desert, CA 92211

Temecula Office
40935 County Center Drive, Suite C
Temecula, CA 92591

July 22, 2015

MORONGO V I K TR
C/O BROWN STREET TRUST U D T
ATTN: MORONGO V I K LTD PARTNERSHIP
13303 JULIAN DR
DSRT HOT SPG, CA 92240

Re: EXCESS PROCEEDS FROM SALE OF TAX DEFAULTED PROPERTY

Assessment No.: 315120004-6 Item: 88
Situs Address:
Assessee: Morongo V I K Tr
Date Sold: May 5, 2015
Date Deed to Purchaser Recorded: June 18, 2015
Final Date to Submit Claim: June 20, 2016

Dear Sir or Madame:

The property referenced above was declared subject to the Tax Collector's power of sale for non-payment of taxes and later sold. Parties of Interest, as defined in Section 4675 of the California Revenue and Taxation Code (e.g., the last assessee and any lienholders of record), have a right to file a claim for any excess proceeds that remain after the tax liens and the costs of the sale have been satisfied. Our records show that you may be a party of interest, and we are enclosing for your convenience a claim form and a return envelope. Please note that your claim must be filed within one year of the date the deed to the purchaser was recorded (shown above). By law, we cannot accept claims after one year from this recording date. Claims submitted will be evaluated by our legal counsel and awarded in accordance with state law. The submission of a claim merely initiates that review.

The enclosed form is relatively simple and we must stress that most applicants will be able to fill it out without help. However, if you need help, please feel free to contact our office by mail, telephone or in person and we will help you without charge. You may telephone us at (951) 955-3336.

If you prefer to have an agent file your claim for you, or if you should decide to sell your claim (often referred to as "assignment") so that the purchaser of the claim may receive the funds, please advise us and we will send the proper form.

Please note also that the statutory procedures and the County's internal procedures dictate that most claims will not be processed until at least twenty (20) months following the date of recordation of the tax deed.

Sincerely,

DON KENT
TREASURER-TAX COLLECTOR

By *Jennifer Pazieni*
Deputy

117-170(Rev. 5-03)

Attachment: A. EP 203-88 Claim_Mata (2418 : EP 203-88)

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL THIS DEED AND, UNLESS OTHERWISE SHOWN BELOW, MAIL TAX STATEMENT TO:

Name Estela Mata
Street Address 16299 Foothill Blvd
City & State Zip Fontana, CA 92335

Title Order No. Escrow No.

DOC # 2015-0175449
04/29/2015 03:57P Fee:25.00
Page 1 of 1 Doc T Tax Paid
Recorded in Official Records
County of Riverside
Peter Aldana
Assessor, County Clerk & Recorder

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Grant Deed

25

THE UNDERSIGNED GRANTOR (S) DECLARE (S)

APN: 315-120-004-6

DOCUMENTARY TRANSFER TAX IS $ 1.10

☑ unincorporated area City of

☐ computed on full value of interest or property conveyed, or
☐ computed on full value less value of liens or encumbrances remaining at time of sale, and

C

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
BROWN STREET TRUST U.D.T 10/26/2006, MORONGO V.I.K. LP AS TRUSTEE

hereby GRANT(S) to
ESTELA MATA, A SINGLE WOMAN

the following described real property in the

County of Riverside , state of California

The South half of parcel 83 of Upton Estates, in the County of Riverside, State of California, as shown by record of survey on file in book 26, pages 47 and 48 of records of survey, records of Riverside County, California.
APN#315120004-6 AKA: 18330 Brown St., Perris, CA 92570

Dated April 28, 2015

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF San Bernardino

On April 29, 2015 before me,
Maria G. Garcia Castillo, Notary Public
(here insert name and title of the officer)

, notary public, personally appeared Estela Mata

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the state of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature Maria G. Castillo

Morongo V.I.K LP, AS TRUSTEE

MARIA G. GARCIA CASTILLO
COMM. #1997871
Notary Public - California
San Bernardino County
Comm. Expires Nov 11, 2016

(This area for official notarial seal)

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE; IF NO PARTY SHOWN, MAIL AS DIRECTED ABOVE

Attachment: A. EP 203-88 Claim_Mata (2418 : EP 203-88)

State of California
Secretary of State

CERTIFICATE OF REGISTRATION

I, DEBRA BOWEN, Secretary of State of the State of California, hereby certify:

That on the [illegible] day of May, 2007, MORONGO WALK, LIMITED PARTNERSHIP, complied with the requirements of California law in effect on that date for the purpose of registering to transact intrastate business in the State of California; and further, proposes to be a limited partnership organized and existing under the laws of the State of Nevada, MORONGO WALK, LIMITED PARTNERSHIP and that as of said date said limited partnership became and now is duly registered and authorized to transact intrastate business in the State of California,

SUBJECT, HOWEVER, TO:

(a) any licensing requirements otherwise imposed by the laws of this State and

(b) that subject limited partnership shall transact all intrastate business within this State under the above name elected.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of May 15, 2007.



Debra Bowen

DEBRA BOWEN
Secretary of State

(FEB REV 1/2007)

Attachment: A. EP 203-88 Claim_Mata (2418 : EP 203-88)

SECRETARY OF STATE

I, Kevin Shelley, Secretary of State of the State of California, hereby certify:

That the attached transcript of 1 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

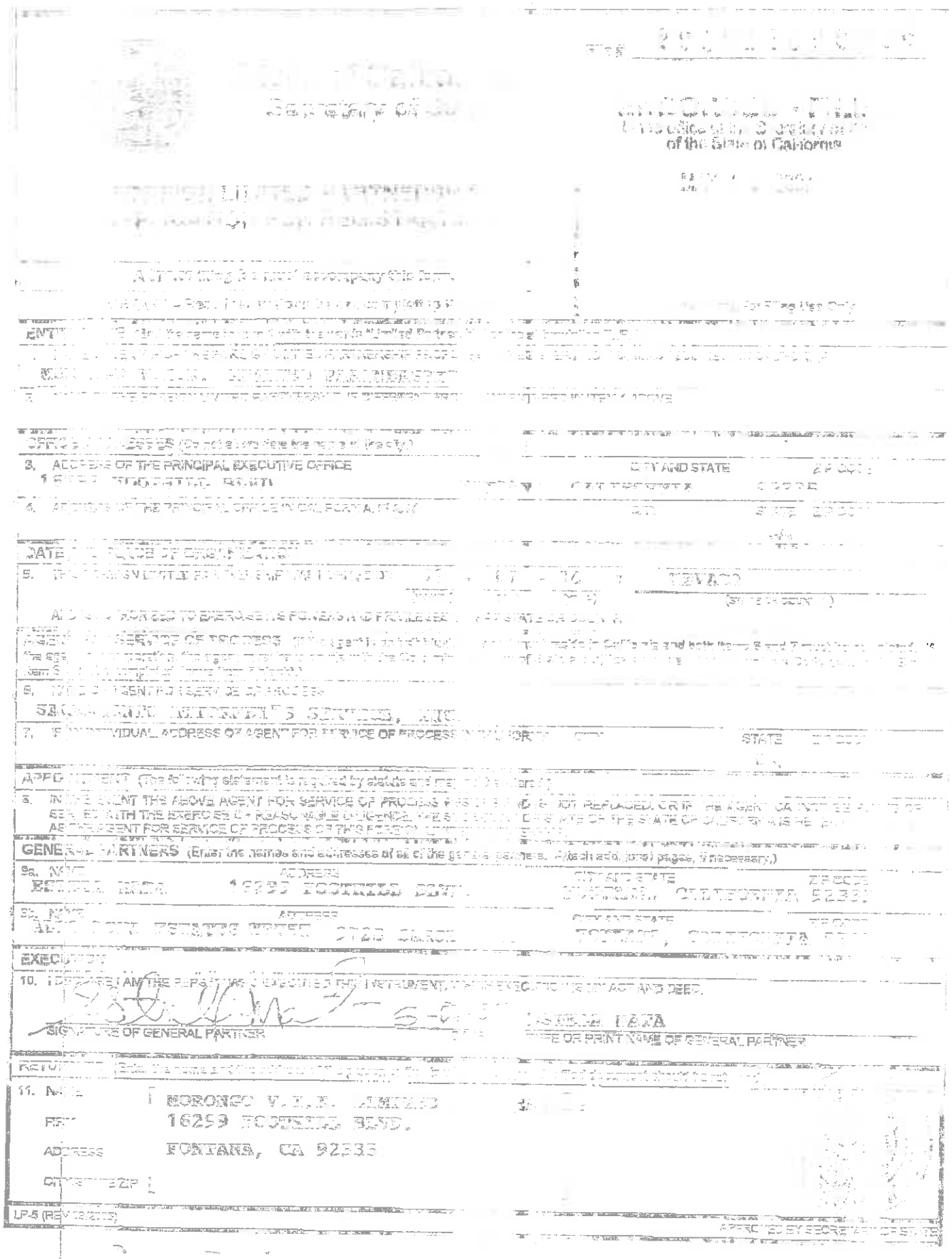
JAN 2 9 2005

Kevin Shelley

Secretary of State

Sec/State Form CE-107 (rev. 1/03)

Attachment: A. EP 203-88 Claim_Mata (2418 : EP 203-88)



3. ADDRESS OF THE PRINCIPAL EXECUTIVE OFFICE
16259 FOOTHILL BLVD.
CITY AND STATE
FONTANA, CA 92335

4. ADDRESS OF THE PRINCIPAL OFFICE IN CALIFORNIA, IF ANY

5. THE PARTNERSHIP IS TO BE GOVERNED BY LIMITED PARTNERSHIP AGREEMENT
NEVADA
(State or Foreign Jurisdiction)

ADDRESS TO WHICH TO MAIL CERTIFICATE OF LIMITED PARTNERSHIP OR OTHER CORRESPONDENCE (if agent for service of process is an individual, complete items 7 and 8; if agent is a corporation, complete item 8)

6. NAME OF AGENT FOR SERVICE OF PROCESS
SECURITY INTERVENTION SERVICES, INC.

7. IF AN INDIVIDUAL, ADDRESS OF AGENT FOR SERVICE OF PROCESS
CITY
STATE
ZIP CODE

APPOINTMENT (The following statement is required by statute and must not be altered.)

8. IN THE EVENT THE ABOVE AGENT FOR SERVICE OF PROCESS IS NOT REPLACED, OR IF THE AGENT CANNOT BE FOUND OR SERVED WITH THE EXERCISE OF REASONABLE DILIGENCE, I HEREBY APPOINT THE SECRETARY OF STATE OF CALIFORNIA AS AGENT FOR SERVICE OF PROCESS OF THIS PARTNERSHIP.

GENERAL PARTNERS (Enter the names and addresses of all of the general partners. Attach additional pages, if necessary.)

9a. NAME
BEST DEAL MEDIA
ADDRESS
16259 FOOTHILL BLVD.
CITY AND STATE
FONTANA, CALIFORNIA
ZIP CODE
92335

9b. NAME
ALEJANDRO ESTRADA MORENO
ADDRESS
2727 CHINO
CITY AND STATE
FONTANA, CALIFORNIA
ZIP CODE

EXECUTION

10. I DECLARE I AM THE PERSON WHO EXECUTED THIS INSTRUMENT, WHICH EXECUTION IS MY ACT AND DEED.

SIGNATURE OF GENERAL PARTNER

ISRAEL MATA
TYPE OR PRINT NAME OF GENERAL PARTNER

RETURN ADDRESS (Optional)

11. NAME
BORONCO V.I.P. ALMEIDA
FIRM
16259 FOOTHILL BLVD.
ADDRESS
FONTANA, CA 92335
CITY/STATE/ZIP

LP-5 (REV 12/2008)

APPROVED BY SECRETARY OF STATE

Attachment: A. EP 203-88 Claim_Mata (2418 : EP 203-88)

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

Item **9.5**

SUBMITTAL DATE:
September 19, 2016

FROM : TREASURER-TAX COLLECTOR:

SUBJECT: Recommendation for Distribution of Excess Proceeds for Tax Sale No. 203, Item 110. Last assessed to: Abundio Balderrama, a single man, as sole proprietor. District 1 [$0].

RECOMMENDED MOTION: That the Board of Supervisors:

1. Deny the claim from the County of Riverside, Department of Code Enforcement for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 326051002-1;
2. Deny the claim, unless an appeal has been filed in Superior Court, pursuant to the California Revenue and Taxation Code Section 4675.
3. Authorize and direct the Treasurer-Tax Collector to transfer the unclaimed excess proceeds in the amount of $22,952.52 to the county general fund pursuant to Revenue and Taxation Code Section 4674.

Policy

Don Kent
Don Kent, Treasurer-Tax Collector 10/14/2016

BACKGROUND:

Summary

In accordance with Section 3691 et seq. of the California Revenue and Taxation Code, and with prior approval of the Board of Supervisors, The Tax Collector conducted the May 5, 2015 public auction sale. The deed conveying title to the purchasers at the auction was recorded June 18, 2015. Further, as required by Section 4676 of the California Revenue and Taxation Code, notice of the right to claim excess proceeds was given on July 22, 2015, to parties of interest as defined in Section 4675 of said code. Parties of interest have been determined by an examination of lot book reports as well as Assessor's and Recorder's records, and various research methods were used to obtain current mailing addresses for these parties of interest.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	$ 0	$ 0	$ 0	$ 0
NET COUNTY COST	$ 0	$ 0	$ 0	$ 0

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

SOURCE OF FUNDS:	**Budget Adjustment:** No
	For Fiscal Year: 16/17

C.E.O. RECOMMENDATION: APPROVE

BACKGROUND:
Summary (continued)

Revenue and Taxation Code 4676 (b) states that the county shall make reasonable effort to obtain the name and last known mailing address of the parties of interest. Then, if the address of the party of interest cannot be obtained, the county shall publish notice of the right to claim excess proceeds in a newspaper of general circulation in the county as per Revenue and Taxation Code 4676 (c). The Treasurer-Tax Collector's Office has made it a policy to take the following actions to locate the rightful party of the excess proceeds.

- Examined title reports to notify all parties of interest attached to the parcel.
- Researched all last assessee's through the County's Property Tax System for any additional addresses.
- Used Accurint (people finder) to notify any new addresses that may be listed for our last assessees.
- Advertised in newspapers for three consecutive weeks in the Desert Sun, Palo Verde Valley Times and the Press Enterprise referring any parties of interest to file a claim for the excess proceeds.
- Sent out a certified mailing within 90 days as required by Revenue and Taxation Code 4675.

According to Revenue and Taxation Code 4675 (a) Any party of interest in the property may file with the county a claim for the excess proceeds, in proportion to his or her interest held with others of equal priority in the property at the time of the sale, at any time prior to the expiration of the one year following the recordation of the Tax Collector's deed to the Purchaser, which was recorded on June 18, 2015.

The Treasurer-Tax Collector has received one claim for excess proceeds:

1. Claim from the County of Riverside, Department of Code Enforcement based on a Notice of Lien recorded May 15, 2014 as Instrument No. 2014-0176714.

Pursuant to Section 4675 of the California Revenue and Taxation Code, it is the recommendation of this office that the claim from the County of Riverside, Department of Code Enforcement be denied since the lien has been satisfied and the claim withdrawn. Since there

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

are no other claimants the unclaimed excess proceeds in the amount of $22,952.52 will be transferred to the county general fund. Supporting documentation has been provided. The Tax Collector requests approval of the above recommended motion. Notice of this recommendation was sent to the claimant by certified mail.

Impact on Residents and Businesses

The excess proceeds are being transferred to the county general fund.

ATTACHMENTS (if any, in this order):

ATTACHMENT A. Claim_CountyofRiverside

CLAIM FOR EXCESS PROCEEDS FROM THE SALE OF TAX-DEFAULTED PROPERTY
(SEE REVERSE SIDE FOR FURTHER INSTRUCTIONS)

RECEIVED
2015 JUL 29 PM 2:24
RIVERSIDE COUNTY
TREAS-TAX COLLECTOR

To: **Don Kent, Treasurer-Tax Collector**

Re: **Claim for Excess Proceeds**

TC 203 Item 110 Assessment No.: 326051002-1

Assessee: BALDERRMAN, ABUNDIO

Situs: 22526 LUKENS LN PERRIS 92570

Date Sold: May 5, 2015

Date Deed to Purchaser Recorded: June 18, 2015

Final Date to Submit Claim: June 20, 2016

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of $ 6,706.90 from the sale of the above mentioned real property. I/We were the ☒ lienholder(s), ☐ property owner(s) **[check in one box]** at the time of the sale of the property as is evidenced by Riverside County Recorder's Document No. 2014-0176714; recorded on 05/15/2014. A copy of this document is attached hereto. I/We are the rightful claimants by virtue of the attached assignment of interest. I/We have listed below and attached hereto each item of documentation supporting the claim submitted.

NOTE: YOUR CLAIM WILL NOT BE CONSIDERED UNLESS THE DOCUMENTATION IS ATTACHED.

See attached back-up documentation.

If the property is held in Joint Tenancy, the taxsale process has severed this Joint Tenancy, and all Joint Tenants will have to sign the claim unless the claimant submits proof that he or she is entitled to the full amount of the claim, the claimant may only receive his or her respective portion of the claim.

I/We affirm under penalty of perjury that the foregoing is true and correct.

Executed this 24th day of July, 2015 at Riverside, CA
County, State

Signature of Claimant

Signature of Claimant

Valerie Lam
Print Name

Print Name

4080 Lemon St., 14th floor
Street Address

Street Address

Riverside, CA 92501
City, State, Zip

City, State, Zip

951-955-1836
Phone Number

Phone Number

SCO 8-21 (1-99)

Attachment: A. EP 203-110 Claim_CountyofRiverside (2417 : EP 203-110)

County Administrative Center- 4th Floor
4080 Lemon Street, P.O. Box 12005
Riverside, CA 92502-2205
(951) 955-3900
(951) 955-3990 - Fax

E-mail: ttc@co.riverside.ca.us
www.countytreasurer.org

COUNTY OF RIVERSIDE
TREASURER-TAX COLLECTOR

Palm Desert Office
38-686 El Cerrito Road
Palm Desert, CA 92211

Temecula Office
40935 County Center Drive, Suite C
Temecula, CA 92591

July 22, 2015

ABUNDIO BALDERRAMA
22526 LUKENS LANE
PERRIS, CA 92570

Re: EXCESS PROCEEDS FROM SALE OF TAX DEFAULTED PROPERTY

Assessment No.: 326051002-1 Item: 110
Situs Address: 22526 Lukens Ln Perris 92570
Assessee: Balderrman, Abundio
Date Sold: May 5, 2015
Date Deed to Purchaser Recorded: June 18, 2015
Final Date to Submit Claim: June 20, 2016

Dear Sir or Madame:

The property referenced above was declared subject to the Tax Collector's power of sale for non-payment of taxes and later sold. Parties of Interest, as defined in Section 4675 of the California Revenue and Taxation Code (e.g., the last assessee and any lienholders of record), have a right to file a claim for any excess proceeds that remain after the tax liens and the costs of the sale have been satisfied. Our records show that you may be a party of interest, and we are enclosing for your convenience a claim form and a return envelope. Please note that your claim must be filed within one year of the date the deed to the purchaser was recorded (shown above). By law, we cannot accept claims after one year from this recording date. Claims submitted will be evaluated by our legal counsel and awarded in accordance with state law. The submission of a claim merely initiates that review.

The enclosed form is relatively simple and we must stress that most applicants will be able to fill it out without help. However, if you need help, please feel free to contact our office by mail, telephone or in person and we will help you without charge. You may telephone us at (951) 955-3336.

If you prefer to have an agent file your claim for you, or if you should decide to sell your claim (often referred to as "assignment") so that the purchaser of the claim may receive the funds, please advise us and we will send the proper form.

Please note also that the statutory procedures and the County's internal procedures dictate that most claims will not be processed until at least twenty (20) months following the date of recordation of the tax deed.

Sincerely,

DON KENT
TREASURER-TAX COLLECTOR

By *Jennifer Pazicni*
Deputy

117-170(Rev. 5-03)

Attachment: A. EP 203-110 Claim_CountyofRiverside (2417 : EP 203-110)

County of Riverside
Code Enforcement: Administration
4080 Lemon St., 12th floor
Riverside, CA. 92501
ATTN: Liens / Releases Dept.

When recorded please mail to:
Mail Stop# 1083

DOC # 2014-0176714
05/15/2014 08:50A Fee:NC
Page 1 of 1
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder

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C 522

NOTICE OF LIEN

NOTICE IS HEREBY GIVEN THAT THE PROPERTY DESCRIBED AS:

APN: 326-051-002
OWNER OF RECORD: ABUNDIO BALDERRMAN
SITUS ADDRESS: 22526 LUKENS LN, PERRIS CA
LEGAL DESCRIPTION: LOT 2 BLK A MB 017/051 ALTURA ENCANTADA

Case No.	Violation Description	Ordinance No. (RCC Code)
CV12-04027	Accumulated Rubbish	541 (RCC Chapter 8.120)
CV13-01504	Substandard Mobilehome	457 (RCC Title 15)

Pursuant to the Ordinance Nos. listed above and ordinance 725 (RCC Chapter 1.16) of the County of Riverside, State of California and Section 25845 of the California Government Code, proceedings have been completed based upon the noncompliance of the subject property with respect to the removal of violations described above; and that the abatement costs incurred by the County, including, but not limited to actual abatement costs, administrative costs and related fines and penalties have become a lien on said property.

The actions taken to abate the subject condition were as follows: Notices of Violation were issued. Multiple site visits were conducted and Administrative Citations were issued regarding the violations. Subsequently, the cases were closed.

On **April 08, 2014,** the County Hearing Officer conducted a hearing and determined the reasonable costs of abatement to be **$6,706.90**. The County Hearing Officer also ordered that a lien be imposed on the above-described real property for the abatement costs, and recorded with the Riverside County Recorder's Office.

COUNTY OF RIVERSIDE
DEPARTMENT OF CODE ENFORCEMENT

By: _____
Valerie Lam
TLMA Administration

ACKNOWLEDGMENT

State of California)
County of Riverside) SS.

On 5-14-14 before me, Angela Sarmiento, Notary Public, personally appeared Valerie Lam, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Angela Sarmiento (Seal of Notary)

ANGELA SARMIENTO
Commission # 2006149
Notary Public - California
Riverside County
My Comm. Expires Feb 2, 2017

Attachment: A. EP 203-110 Claim_CountyofRiverside (2417 : EP 203-110)

Pazicni, Jennifer

From: Lam, Valerie
Sent: Tuesday, August 09, 2016 4:33 PM
To: Pazicni, Jennifer
Subject: RE: EP 203-110 APN 326051002-1

Follow Up Flag: Follow up
Flag Status: Flagged

Hi Jennifer,

We have no outstanding cost for parcel 326051002-1. The lien is paid in full.

Thank you,

Valerie Lam
County of Riverside
Transportation Land Management Agency - Fiscal
☎ (951) 955-1836 | Mail Box 1083 | (951)955-5177
✉ vlam@rctlma.org

How are we doing? Click the link to tell us
Public Service Hours are 8:00 a.m. to 5:00 p.m. - Monday through Friday

For demand or request of releases recorded by County of Riverside Code Enforcement Department, please go to our website: http://rctlma.org/ce/Online-Demand-Request-Form and fill out the online form.
This e-mail is intended only for the person to whom it is addressed. If you have received this e-mail in error, please delete this message from your system. Please do not copy it or use it for any purpose, or disclose its contents to any other person. Thank you for your cooperation.

From: Pazicni, Jennifer [mailto:JPazicni@RivcoTTC.org]
Sent: Tuesday, August 09, 2016 4:08 PM
To: Lam, Valerie
Subject: EP 203-110 APN 326051002-1

Good Afternoon-

I am currently working on your claim for excess proceeds on Parcel # 326051002-1 for Abundio Balderrman. Please send me an updated statement of money owed for this lien so that I may complete your request. Please let me know if you have any questions.

Thank you,

Jennifer Pazicni
Riverside County Treasurer-Tax Collector's Office
Tax Sale Operations/Excess Proceeds
951 955-3336
jpazicni@RivCoTTC.org

Attachment: A. EP 203-110 Claim_CountyofRiverside (2417 : EP 203-110)

Pazicni, Jennifer

From: Lam, Valerie
Sent: Wednesday, September 07, 2016 4:09 PM
To: Pazicni, Jennifer
Subject: RE: EP 203-110 APN 326051002-1

Jennifer,

Yes.

Valerie Lam
County of Riverside
Transportation Land Management Agency - Fiscal
☎ (951) 955-1836 | Mail Box 1083 | (951)955-5177
vlam@rctlma.org

How are we doing? Click the link to tell us
Public Service Hours are 8:00 a.m. to 5:00 p.m. - Monday through Friday

For demand or request of releases recorded by County of Riverside Code Enforcement Department, please go to our website: http://rctlma.org/ce/Online-Demand-Request-Form and fill out the online form.
This e-mail is intended only for the person to whom it is addressed. If you have received this e-mail in error, please delete this message from your system. Please do not copy it or use it for any purpose, or disclose its contents to any other person. Thank you for your cooperation.

From: Pazicni, Jennifer [mailto:JPazicni@RivcoTTC.org]
Sent: Wednesday, September 07, 2016 3:01 PM
To: Lam, Valerie
Subject: RE: EP 203-110 APN 326051002-1

Dear Valerie,

Just to clarify, since the lien is paid in full, are you withdrawing your claim for excess proceeds?

Thank you,

Jennifer Pazicni
Riverside County Treasurer-Tax Collector's Office
Tax Sale Operations/Excess Proceeds
951 955-3336
jpazicni@RivCoTTC.org

From: Lam, Valerie
Sent: Tuesday, August 09, 2016 4:33 PM
To: Pazicni, Jennifer
Subject: RE: EP 203-110 APN 326051002-1

Attachment: A. EP 203-110 Claim_CountyofRiverside (2417 : EP 203-110)

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

Item **9.6**

SUBMITTAL DATE:
October 3, 2016

FROM : TREASURER-TAX COLLECTOR:

SUBJECT: Recommendation for Distribution of Excess Proceeds for Tax Sale No. 203, Item 132. Last assessed to: Bobbie Jim Lessley, an unmarried man. District 5 [$0].

RECOMMENDED MOTION: That the Board of Supervisors:

1. Deny the claim from Riverside County Treasurer-Tax Collector for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 341071038-7;
2. Deny the claim, unless an appeal has been filed in Superior Court, pursuant to the California Revenue and Taxation Code Section 4675;
3. Authorize and direct the Treasurer-Tax Collector to transfer the unclaimed excess proceeds in the amount of $1,770.26 to the county general fund pursuant to Revenue and Taxation Code Section 4674.

Policy

Don Kent
Don Kent, Treasurer-Tax Collector 10/14/2016

BACKGROUND:

Summary

In accordance with Section 3691 et seq. of the California Revenue and Taxation Code, and with prior approval of the Board of Supervisors, The Tax Collector conducted the May 5, 2015 public auction sale. The deed conveying title to the purchasers at the auction was recorded June 18, 2015. Further, as required by Section 4676 of the California Revenue and Taxation Code, notice of the right to claim excess proceeds was given on July 22, 2015, to parties of interest as defined in Section 4675 of said code. Parties of interest have been determined by an examination of lot book reports as well as Assessor's and Recorder's records, and various research methods were used to obtain current mailing addresses for these parties of interest.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	$ 0	$ 0	$ 0	$ 0
NET COUNTY COST	$ 0	$ 0	$ 0	$ 0
SOURCE OF FUNDS:			Budget Adjustment:	No

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

	For Fiscal Year: 16/17

C.E.O. RECOMMENDATION: APPROVE

BACKGROUND:
Summary (continued)

Revenue and Taxation Code 4676 (b) states that the county shall make reasonable effort to obtain the name and last known mailing address of the parties of interest. Then, if the address of the party of interest cannot be obtained, the county shall publish notice of the right to claim excess proceeds in a newspaper of general circulation in the county as per Revenue and Taxation Code 4676 (c). The Treasurer-Tax Collector's Office has made it a policy to take the following actions to locate the rightful party of the excess proceeds.

- Examined title reports to notify all parties of interest attached to the parcel.
- Researched all last assessee's through the County's Property Tax System for any additional addresses.
- Used Accurint (people finder) to notify any new addresses that may be listed for our last assessees.
- Advertised in newspapers for three consecutive weeks in the Desert Sun, Palo Verde Valley Times and the Press Enterprise referring any parties of interest to file a claim for the excess proceeds.
- Sent out a certified mailing within 90 days as required by Revenue and Taxation Code 4675.

According to Revenue and Taxation Code 4675 (a) Any party of interest in the property may file with the county a claim for the excess proceeds, in proportion to his or her interest held with others of equal priority in the property at the time of the sale, at any time prior to the expiration of the one year following the recordation of the Tax Collector's deed to the Purchaser, which was recorded on June 18, 2015.

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

The Treasurer-Tax Collector has received one claim for excess proceeds:

1. Claim from Riverside County Treasurer-Tax Collector based on a Certificate of Lien recorded May 8, 2008 as Instrument No. 2008-0246614, a Certificate of Lien recorded September 11, 2014 as Instrument No. 2014-0344111, a Certificate of Lien recorded September 11, 2014 as Instrument No 2014-0344113 and outstanding taxes due and owing.

Pursuant to Section 4675 of the California Revenue and Taxation Code, it is the recommendation of this office that the claim from Riverside County Treasurer-Tax Collector be denied since the liens have been paid through excess proceeds from Tax Sale 203 Item 152, approved by the Riverside County Board of Supervisors on September 27, 2016. Since there are no other claimants the unclaimed excess proceeds in the amount of $1,770.26 will be transferred to the county general fund. Supporting documentation has been provided. The Tax Collector requests approval of the above recommended motion. Notice of this recommendation was sent to the claimant by certified mail.

Impact on Residents and Businesses

Excess proceeds are being transferred to the county general fund.

ATTACHMENTS (if any, in this order):

ATTACHMENT A. Claim_RivCoTTC

.

CLAIM FOR EXCESS PROCEEDS FROM THE SALE OF TAX-DEFAULTED PROPERTY
(SEE REVERSE SIDE FOR FURTHER INSTRUCTIONS)

RECEIVED
2015 SEP -9 AM 10: 30
RIVERSIDE COUNTY
TREAS-TAX COLLECTOR

To: **Don Kent, Treasurer-Tax Collector**

Re: **Claim for Excess Proceeds**

TC 203 Item 132 Assessment No.: 341071038-7

Assessee: LESSLEY, BOBBIE JIM

Situs:

Date Sold: May 5, 2015

Date Deed to Purchaser Recorded: June 18, 2015

Final Date to Submit Claim: June 20, 2016

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of $ 1981.40 from the sale of the above mentioned real property. I/We were the ☐ lienholder(s), ☐ property owner(s) **[check in one box]** at the time of the sale of the property as is evidenced by Riverside County Recorder's Document No. See attached; recorded on _____. A copy of this document is attached hereto. I/We are the rightful claimants by virtue of the attached assignment of interest. I/We have listed below and attached hereto each item of documentation supporting the claim submitted.

NOTE: YOUR CLAIM WILL NOT BE CONSIDERED UNLESS THE DOCUMENTATION IS ATTACHED.

See attached.

If the property is held in Joint Tenancy, the taxsale process has severed this Joint Tenancy, and all Joint Tenants will have to sign the claim unless the claimant submits proof that he or she is entitled to the full amount of the claim, the claimant may only receive his or her respective portion of the claim.

I/We affirm under penalty of perjury that the foregoing is true and correct.

Executed this 9TH day of September, 2015 at Riverside, California.
County, State

Signature of Claimant

Signature of Claimant

Lainie Smith-Morrgata
Print Name

Print Name

Street Address

Return to
DON KENT
County Treasurer-Tax Collector
P.O. Box 12005
Riverside, California 92502-2205

City, State, Zip

Street Address

City, State, Zip

Phone Number

Phone Number

SCO 8-21 (1-99)

Attachment: A. EP 203-132 Claim_RivCoTTC (2584 : EP 203-132)

THIS IS TO INFORM YOU THAT A TAX LIEN HAS BEEN FILED WITH RESPECT TO UNSECURED PROPERTY

When recorded, mail to:

BOBBY JIM LESSLEY
MARILYN WARD
11427 GARZOLI AVE
DELANO CA 93215

Doc #. 2008-0246614
05/08/2008 08:00A Fee: NC
Page 1 of 1
Recorded in Official Records
County of Riverside
== Larry W Ward ==
Assessor, County Clerk and Recorder
This document was electronically prepared and recorded by the County of Riverside

CERTIFICATE OF LIEN

(Recorded pursuant to Revenue and Taxation Code Section 2191.3 et seq. and without acknowledgement pursuant to Government Code Section 27282)

STATE OF CALIFORNIA
COUNTY OF RIVERSIDE | SS

No. 0345851

I, Paul McDonnell, Tax Collector of the County of Riverside, State of California, hereby certify that there are, on record in my office, unpaid taxes which were duly assessed, computed and levied for the fiscal year shown below pursuant to Section 2151 et seq. of the Revenue and Taxation Code.

The person(s) shown below is (are) liable to said County for the unpaid amounts set forth below plus any other penalties and charges which may accrue pursuant to law.

NAME AND ADDRESS
LESSLEY BOBBY JIM
11427 GARZOLI AVE
DELANO CA 93215

Fiscal Year	Tax Rate Area	Assessment Number	Tax	Penalty	Cost	Recording Fee
2004-2006	054-021	052443076-7	$102.37	$10.23		$13.00

Upon recordation of this certificate of lien, the total amount required to be paid constitutes a lien upon all personal property and real property now owned or subsequently acquired by the person(s) named herein before the date on which this lien expires.

This lien has the force, effect and priority of judgement lien for ten years from the recording of this instrument, unless sooner released or otherwise discharged.

Executed on 04/30/2008

Paul McDonnell, Tax Collector

Attachment: A. EP 203-132 Claim_RivCoTTC (2584 : EP 203-132)

THIS IS TO INFORM YOU THAT A TAX LIEN HAS BEEN FILED WITH RESPECT TO UNSECURED PROPERTY

When recorded, mail to:

BOBBY JIM LESSLEY
11427 GARZOLI AVE
DELANO CA 93215

Doc #. 2014-0344111
09/11/2014 08:27 AM Fee: NC
Page 1 of 1
Recorded in Official Records
County of Riverside
== Larry W Ward ==
Assessor, County Clerk and Recorder
This document was electronically prepared and recorded by the County of Riverside

CERTIFICATE OF LIEN

(Recorded pursuant to Revenue and Taxation Code Section 2191.3 et seq. and without acknowledgement pursuant to Government Code Section 27282)

STATE OF CALIFORNIA
COUNTY OF RIVERSIDE | SS

No. 0432617

I, Don Kent, Tax Collector of the County of Riverside, State of California, hereby certify that there are, on record in my office, unpaid taxes which were duly assessed, computed and levied for the fiscal year shown below pursuant to Section 2151 et seq. of the Revenue and Taxation Code.

The person(s) shown below is (are) liable to said County for the unpaid amounts set forth below plus any other penalties and charges which may accrue pursuant to law.

NAME AND ADDRESS
LESSLEY BOBBY JIM
11427 GARZOLI AVE
DELANO CA 93215

Fiscal Year	Tax Rate Area	Assessment Number	Tax	Penalty	Cost	Recording Fee
2004-2006	054-021	052243395-7	$101.20	$10.12		$23.00

Upon recordation of this certificate of lien, the total amount required to be paid constitutes a lien upon all personal property and real property now owned or subsequently acquired by the person(s) named herein before the date on which this lien expires.

This lien has the force, effect and priority of judgement lien for ten years from the recording of this instrument, unless sooner released or otherwise discharged.

Executed on 09/07/2014

Don Kent, Tax Collector

Attachment: A. EP 203-132 Claim_RivCoTTC (2584 : EP 203-132)

THIS IS TO INFORM YOU THAT A TAX LIEN HAS BEEN FILED WITH RESPECT TO UNSECURED PROPERTY

When recorded, mail to:

BOBBY JIM LESSLEY
30530 SEA HORSE CIR
CANYON LAKE CA 92587

Doc #. 2014-0344113
09/11/2014 08:27 AM Fee: NC
Page 1 of 1
Recorded in Official Records
County of Riverside
== Larry W Ward ==
Assessor, County Clerk and Recorder
This document was electronically prepared and recorded by the County of Riverside

CERTIFICATE OF LIEN

(Recorded pursuant to Revenue and Taxation Code Section 2191.3 et seq. and without acknowledgement pursuant to Government Code Section 27282)

STATE OF CALIFORNIA
COUNTY OF RIVERSIDE | SS

No. 0432616

I, Don Kent, Tax Collector of the County of Riverside, State of California, hereby certify that there are, on record in my office, unpaid taxes which were duly assessed, computed and levied for the fiscal year shown below pursuant to Section 2151 et seq. of the Revenue and Taxation Code.

The person(s) shown below is (are) liable to said County for the unpaid amounts set forth below plus any other penalties and charges which may accrue pursuant to law.

NAME AND ADDRESS
LESSLEY BOBBY JIM
30530 SEA HORSE CIR
CANYON LAKE CA 92587

Fiscal Year	Tax Rate Area	Assessment Number	Tax	Penalty	Cost	Recording Fee
2004-2006	054-021	052243394-6	$149.54	$14.94		$23.00

Upon recordation of this certificate of lien, the total amount required to be paid constitutes a lien upon all personal property and real property now owned or subsequently acquired by the person(s) named herein before the date on which this lien expires.

This lien has the force, effect and priority of judgement lien for ten years from the recording of this instrument, unless sooner released or otherwise discharged.

Executed on 09/07/2014

Don Kent, Tax Collector

Attachment: A. EP 203-132 Claim_RivCoTTC (2584 : EP 203-132)

INQUHIST 052443076-7 2004 ✓ 08/13/2015 16:31:39 PAGE: 1

ASMTNBR: 052443076-7 YR: 2004 INPUT/PAY-DT: 05/30/2015 BAL-DUE: 346.36
PARENT: 350282005-5 TRA: 026-172 BILLNBR: 006785090 TAX CODE 0-00

ASSESSEE: WARD, MARILYN
ASSESSEE: LESSLEY, BOBBY JIM
MAILNAME: C/O BOBBY JIM LESSLEY
MAILADDR: 11427 GARZOLI AVE DELANO CA 93215 ✓
SITUS: 23845 WELLS PL CANYON LAKE 92587
PRCLDESC: LOT 38 BLK 5 MB 013/013 LAKE ELSINORE LODGE 3
ID INFO: DUE TO NEW CONSTRUCTION EFFECTIVE DATE: 04/14/2005
VALUE(S): STR: 59000 2004
VALUE(S): STR: 59000 2005

* * * PRESS PA1 FOR MORE DATA * * *
* * * * * E N F O R C E M E N T A C T I O N S * * * * *

CTY: 33 LIEN NBR: 0345851 DOC: 000020080246614 ✓
PRNT: 02/28/2007 RECD: 05/08/2008 RELD:
NAME: WARD, MARILYN
NAME: LESSLEY, BOBBY JIM
ADDRESS: 11427 GARZOLI AVE DELANO CA 932150000

* * * PRESS PA1 FOR MORE DATA * * *
INPUT/PAY-DT: 05/30/2015
* * * * * * C H A R G E S A N D P A Y M E N T H I S T O R Y * * * * *

TAX CODE 0-00

DATE	DESCRIPTION	COLNBR	AMOUNT	BALANCE DUE
10/04/2006	TAXES		102.37	102.37
12/11/2006	DELQ PENALTY		10.23	112.60
02/28/2007	LIEN FEES		23.00	135.60
02/28/2007	MISC FEES		58.75	194.35
05/30/2015	ACCRUED PENALTY		152.01	346.36

Attachment: A. EP 203-132 Claim_RivCoTTC (2584 : EP 203-132)

INQUHIST 052243395-7 2004 ✓ 08/13/2015 16:29:20 PAGE: 1

ASMTNBR: 052243395-7 YR: 2004 INPUT/PAY-DT: 05/05/2015 BAL-DUE: 312.24
PARENT: 350040011-2 TRA: 054-021 BILLNBR: 006636508 TAX CODE 0-00

ASSESSEE: LESSLEY, BOBBY JIM
MAILADDR: 11427 GARZOLI AVE DELANO CA 93215 ✓
PRCLDESC: 1.04 ACRES M/L IN LOTS 407 & 408 MB 042/015 TR 2257
ID INFO: DUE TO CONVEYANCE NBR: 0178734 EFFECTIVE DATE: 03/07/2005
CONVEY: STT 0178734 03/2005

VALUE(S): LND: 7912 2004
VALUE(S): LND: 7811 2005

TC RT: 0075.54 ORG-DT: 07/25/2014 COMP-DT: 07/25/2014 NBR: 0131418

* * * PRESS PA1 FOR MORE DATA * * *
* * * * * E N F O R C E M E N T A C T I O N S * * * * *

CTY: 33 LIEN NBR: 0432617 DOC: 000020140344111 ✓
PRNT: 09/07/2014 RECD: 09/11/2014 RELD:
NAME: LESSLEY, BOBBY JIM
ADDRESS: 11427 GARZOLI AVE DELANO CA 932150000

* * * PRESS PA1 FOR MORE DATA * * *
INPUT/PAY-DT: 05/05/2015
* * * * * * C H A R G E S A N D P A Y M E N T H I S T O R Y * * * * *

TAX CODE 0-00

DATE	DESCRIPTION	COLNBR	AMOUNT	BALANCE DUE
01/04/2006	TAXES		101.20	101.20
07/01/2006	DELQ PENALTY		10.12	111.32
09/07/2014	LIEN FEES		23.00	134.32
09/07/2014	MISC FEES		18.53	152.85
05/05/2015	ACCRUED PENALTY		159.39	312.24

Attachment: A. EP 203-132 Claim_RivCoTTC (2584 : EP 203-132)

INQUHIST 052243394-6 2004 ✓ 08/13/2015 16:29:01 PAGE: 1

ASMTNBR: 052243394-6 YR: 2004 INPUT/PAY-DT: 05/05/2015 BAL-DUE: 441.53
PARENT: 350040010-1 TRA: 054-021 BILLNBR: 006636507 TAX CODE 0-00

ASSESSEE: LESSLEY, BOBBY JIM
MAILADDR: 30530 SEA HORSE CIR CANYON LAKE CA 92587 ✓
PRCLDESC: 1.04 ACRES M/L IN LOTS 407 & 408 MB 042/015 TR 2257
ID INFO: DUE TO CONVEYANCE NBR: 0178732 EFFECTIVE DATE: 03/07/2005
CONVEY: STT 0178732 03/2005

VALUE(S): LND: 11641 2004
VALUE(S): LND: 11554 2005

TC RT: 0075.54 ORG-DT: 07/25/2014 COMP-DT: 07/25/2014 NBR: 0131417

* * * PRESS PA1 FOR MORE DATA * * *
* * * * * E N F O R C E M E N T A C T I O N S * * * * *

CTY: 33 LIEN NBR: 0432616 DOC: 000020140344113 ✓
PRNT: 09/07/2014 RECD: 09/11/2014 RELD:
NAME: LESSLEY, BOBBY JIM
ADDRESS: 30530 SEA HORSE CIR CANYON LAKE CA 925870000

* * * PRESS PA1 FOR MORE DATA * * *
INPUT/PAY-DT: 05/05/2015
* * * * * * C H A R G E S A N D P A Y M E N T H I S T O R Y * * * * *

TAX CODE 0-00

DATE	DESCRIPTION	COLNBR	AMOUNT	BALANCE DUE
01/04/2006	TAXES		149.54	149.54
07/01/2006	DELQ PENALTY		14.94	164.48
09/07/2014	LIEN FEES		23.00	187.48
09/07/2014	MISC FEES		18.53	206.01
05/05/2015	ACCRUED PENALTY		235.52	441.53

Attachment: A. EP 203-132 Claim_RivCoTTC (2584 : EP 203-132)

INQUHIST 052162615-6 2003 ✓ 08/13/2015 16:27:14 PAGE: 1

ASMTNBR: 052162615-6 YR: 2003 INPUT/PAY-DT: 05/05/2015 BAL-DUE: 134.37
PARENT: 351053014-2 TRA: 054-021 BILLNBR: 006552317 TAX CODE 0-00

ASSESSEE: LESSLEY, BOBBY JIM
MAILNAME: C/O SHERWOOD DEV GRP INC
MAILADDR: 30530 SEA HORSE CIR CANYON LAKE CA 92507 ✓
PRCLDESC: .35 ACRES M/L IN FOR TOTAL DESCRIPTION SEE ASSESSORS MAPS
ID INFO: DUE TO CONVEYANCE NBR: 0266185 EFFECTIVE DATE: 04/13/2004
CONVEY: STT 0266185 04/2004

VALUE(S): LND: 37347 2003
VALUE(S): LND: 37298 2004

* * * PRESS PA1 FOR MORE DATA * * *
INPUT/PAY-DT: 05/05/2015

* * * * * * C H A R G E S A N D P A Y M E N T H I S T O R Y * * * * *

TAX CODE 0-00

DATE	DESCRIPTION	COLNBR	AMOUNT	BALANCE DUE
07/11/2005	TAXES		48.60	48.60
12/11/2005	DELQ PENALTY		4.86	53.46
05/05/2015	ACCRUED PENALTY		80.91	134.37

* * * LAST PAGE * * *

Attachment: A. EP 203-132 Claim_RivCoTTC (2584 : EP 203-132)

INQUHIST 052162616-7 2003 ✓ 08/13/2015 16:27:31 PAGE: 1

ASMTNBR: 052162616-7 YR: 2003 INPUT/PAY-DT: 05/05/2015 BAL-DUE: 134.37
PARENT: 351053015-3 TRA: 054-021 BILLNBR: 006552318 TAX CODE 0-00

ASSESSEE: LESSLEY, BOBBY JIM
MAILNAME: C/O SHERWOOD DEV GRP INC
MAILADDR: 30530 SEA HORSE CIR CANYON LAKE CA 92507 ✓
PRCLDESC: .35 ACRES M/L IN FOR TOTAL DESCRIPTION SEE ASSESSORS MAPS
ID INFO: DUE TO CONVEYANCE NBR: 0266185 EFFECTIVE DATE: 04/13/2004
CONVEY: STT 0266185 04/2004

VALUE(S): LND: 37347 2003
VALUE(S): LND: 37298 2004

* * * PRESS PA1 FOR MORE DATA * * *
INPUT/PAY-DT: 05/05/2015

* * * * * C H A R G E S A N D P A Y M E N T H I S T O R Y * * * * *

TAX CODE 0-00

DATE	DESCRIPTION	COLNBR	AMOUNT	BALANCE DUE
07/11/2005	TAXES		48.60	48.60
12/11/2005	DELQ PENALTY		4.86	53.46
05/05/2015	ACCRUED PENALTY		80.91	134.37

* * * LAST PAGE * * *

Attachment: A. EP 203-132 Claim_RivCoTTC (2584 : EP 203-132)

INQUHIST 052139597-1 2004 ✓ 08/13/2015 16:26:15 PAGE: 1

ASMTNBR: 052139597-1 YR: 2004 INPUT/PAY-DT: 05/05/2015 BAL-DUE: 63.34
PARENT: 350253021-9 TRA: 026-172 BILLNBR: 006511633 TAX CODE 0-00

ASSESSEE: LESSLEY, BOBBY JIM
MAILNAME: C/O MAX ALL STARS
MAILADDR: 6809 INDIANA AVE NO 101 RIVERSIDE CA 92506
PRCLDESC: LOT 47 BLK 3 MB 013/013 LAKE ELSINORE LODGE 3
ID INFO: DUE TO NEW CONSTRUCTION EFFECTIVE DATE: 09/13/2004
VALUE(S): STR: 49000

* * * PRESS PA1 FOR MORE DATA * * *
INPUT/PAY-DT: 05/05/2015

* * * * * * C H A R G E S A N D P A Y M E N T H I S T O R Y * * * * *

TAX CODE 0-00

DATE	DESCRIPTION	COLNBR	AMOUNT	BALANCE DUE
05/06/2005	TAXES		22.19	22.19
07/01/2005	DELQ PENALTY		2.21	24.40
05/05/2015	ACCRUED PENALTY		38.94	63.34

* * * LAST PAGE * * *

Attachment: A. EP 203-132 Claim_RivCoTTC (2584 : EP 203-132)

INQUHIST 052231333-4 2004 ✓ 09/09/2015 09:32:08 PAGE: 1

ASMTNBR: 052231333-4 YR: 2004 INPUT/PAY-DT: 05/05/2015 BAL-DUE: 180.04
PARENT: 350152002-0 TRA: 026-172 BILLNBR: 006636500 TAX CODE 0-00

ASSESSEE: LESSLEY, BOBBY JIM
MAILADDR: 30530 SEAHORSE CIR CANYON LAKE CA 92587 ✓
PRCLDESC: LOT 280 MB 042/015 TR 2257
ID INFO: DUE TO CONVEYANCE NBR: 0097976 EFFECTIVE DATE: 02/03/2005
CONVEY: STT 0097976 02/2005

VALUE(S): LND: 16705 2004
VALUE(S): LND: 16440 2005

* * * PRESS PA1 FOR MORE DATA * * *
INPUT/PAY-DT: 05/05/2015

* * * * * CHARGES AND PAYMENT HISTORY * * * * *

TAX CODE 0-00

DATE	DESCRIPTION	COLNBR	AMOUNT	BALANCE DUE
01/04/2006	TAXES		65.83	65.83
03/01/2006	DELQ PENALTY		6.58	72.41
05/05/2015	ACCRUED PENALTY		107.63	180.04

* * * LAST PAGE * * *

Attachment: A. EP 203-132 Claim_RivCoTTC (2584 : EP 203-132)

INQUHIST 052434988-3 2004 ✓ 08/13/2015 16:31:19 PAGE: 1

ASMTNBR: 052434988-3 YR: 2004 INPUT/PAY-DT: 05/05/2015 BAL-DUE: 89.58
PARENT: 350103015-0 TRA: 026-172 BILLNBR: 006812841 TAX CODE 0-00

ASSESSEE: LESSLEY, BOBBY JIM
MAILADDR: 11427 GARZOLI AVE DELANO CA 93215 ✓
SITUS: 23909 LUCAS DR CANYON LAKE 92587
PRCLDESC: LOT 17 BLK O MB 012/028 LAKE ELSINORE LODGE 2
ID INFO: DUE TO CONVEYANCE NBR: 0727083 EFFECTIVE DATE: 09/13/2004
CONVEY: STT 0727083 09/2004

VALUE(S): LND: 4496

* * * PRESS PA1 FOR MORE DATA * * *
INPUT/PAY-DT: 05/05/2015

* * * * * C H A R G E S A N D P A Y M E N T H I S T O R Y * * * * *

TAX CODE 0-00

DATE	DESCRIPTION	COLNBR	AMOUNT	BALANCE DUE
12/08/2006	TAXES		34.86	34.86
02/01/2007	DELQ PENALTY		3.48	38.34
05/05/2015	ACCRUED PENALTY		51.24	89.58

* * * LAST PAGE * * *

Attachment: A. EP 203-132 Claim_RivCoTTC (2584 : EP 203-132)

INQUHIST 001181227-6 2005 ✓ 08/13/2015 16:20:58 PAGE: 1

ASMTNBR: 001181227-6 YR: 2005 INPUT/PAY-DT: 05/05/2015 BAL-DUE: 158.47
ESCAPE-FM:350183008-2 TRA: 026-172 BILLNBR: 200549138 TAX CODE 0-00

ASSESSEE: LESSLEY, BOBBY JIM
MAILADDR: 30530 SEA HORSE CIR CANYON LAKE CA 92587 ✓
SITUS: 23377 LA BERTHA LN CANYON LAKE 92587
ASMTDESC: ESC ASMT 2004-2005 4831.00 350183008-2 054-021
PRCLDESC: LOT 171 MB 042/015 TR 2257
VALUE(S): LND: 5574

ASR RT: 4831.00 ORG-DT: 11/04/2005 COMP-DT: 12/20/2005 NBR: 0035478
YRCOMENT: TAX RATE 0103397

* * * PRESS PA1 FOR MORE DATA * * *
INPUT/PAY-DT: 05/05/2015

* * * * * C H A R G E S A N D P A Y M E N T H I S T O R Y * * * * *

TAX CODE 0-00

DATE	DESCRIPTION	COLNBR	AMOUNT	BALANCE DUE
12/20/2005	TAXES		57.63	57.63
01/31/2006	DELQ PENALTY		5.76	63.39
05/05/2015	ACCRUED PENALTY		95.08	158.47

* * * LAST PAGE * * *

Attachment: A. EP 203-132 Claim_RivCoTTC (2584 : EP 203-132)

INQUHIST 001184762-1 2006 ✓ 09/09/2015 09:31:37 PAGE: 1

ASMTNBR: 001184762-1 YR: 2006 INPUT/PAY-DT: 05/05/2015 BAL-DUE: 121.10
ESCAPE-FM:350103015-0 TRA: 026-172 BILLNBR: 200644507 TAX CODE 0-00

ASSESSEE: LESSLEY, BOBBY JIM
MAILADDR: 11427 GARZOLI AVE DELANO CA 93215 ✓
SITUS: 23909 LUCAS DR CANYON LAKE 92587
ASMTDESC: ESC ASMT 2005-2006 4831.00 350103015-0 054-021
PRCLDESC: LOT 17 BLK O MB 012/028 LAKE ELSINORE LODGE 2
VALUE(S): LND: 4466

ASR RT: 4831.00 ORG-DT: 09/05/2006 COMP-DT: 10/23/2006 NBR: 0018545
YRCOMENT: TAX RATE 0104305

* * * PRESS PA1 FOR MORE DATA * * *
INPUT/PAY-DT: 05/05/2015

* * * * * * C H A R G E S A N D P A Y M E N T H I S T O R Y * * * * *

TAX CODE 0-00

DATE	DESCRIPTION	COLNBR	AMOUNT	BALANCE DUE
10/23/2006	TAXES		46.58	46.58
11/30/2006	DELQ PENALTY		4.65	51.23
05/05/2015	ACCRUED PENALTY		69.87	121.10

* * * LAST PAGE * * *

Attachment: A. EP 203-132 Claim_RivCoTTC (2584 : EP 203-132)

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

Item **9.7**

SUBMITTAL DATE:
September 21, 2016

FROM : TREASURER-TAX COLLECTOR:

SUBJECT: Recommendation for Distribution of Excess Proceeds for Tax Sale No. 203, Item 142. Last assessed to: L & D Properties, Inc. District 1 [$3,504]. Fund 65595 Excess Proceeds from Tax Sale.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the claim from Simon A. Housman, Esq., Attorney for Josefina Preuit, Lawrence B. Henry and Burns Henry, III, Co-Executors to the Estate of Dorothy R. Henry for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 347182005-2;
2. Deny the claim from the State of California, Franchise Tax Board;
3. Authorize and direct the Auditor-Controller to issue a warrant to Josefina Preuit, Lawrence B. Henry and Burns Henry, III in the amount of $3,504.69, no sooner than ninety days from the date of this order, unless an appeal has been filed in Superior Court, pursuant to the California Revenue and Taxation Code Section 4675.

Policy

Don Kent
Don Kent, Treasurer-Tax Collector 10/14/2016

BACKGROUND:

Summary

In accordance with Section 3691 et seq. of the California Revenue and Taxation Code, and with prior approval of the Board of Supervisors, The Tax Collector conducted the May 5, 2015 public auction sale. The deed conveying title to the purchasers at the auction was recorded June 18, 2015. Further, as required by Section 4676 of the California Revenue and Taxation Code, notice of the right to claim excess proceeds was given on July 22, 2015, to parties of interest as defined in Section 4675 of said code. Parties of interest have been determined by an examination of lot book reports as well as Assessor's and Recorder's records, and various research methods were used to obtain current mailing addresses for these parties of interest.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost

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

COST	$ 3,504	$ 0	$ 3,504	$ 0
NET COUNTY COST	$ 0	$ 0	$ 0	$ 0

SOURCE OF FUNDS: **Fund 65595 Excess Proceeds from Tax Sale**	**Budget Adjustment:** No
	For Fiscal Year: 16/17

C.E.O. RECOMMENDATION: APPROVE

BACKGROUND:
Summary (continued)

The Treasurer-Tax Collector has received two claims for excess proceeds:

1. Claim from Simon A. Housman, Esq., Attorney for Josefina Preuit, Lawrence B. Henry and Burns Henry, III, Co-Executors to the Estate of Dorothy R. Henry based on Authorizations for Agent to Collect Excess Proceeds dated September 2, 2016, a Short Form Deed of Trust and Assignment of Rents recorded April 29, 2008 as Instrument No. 2008-0217567, the Last Will and Testament of Dorothy R. Henry, the Dorothy R. Henry Revocable Trust and the death certificate of Dorothy Roberds Henry.
2. Claim from the State of California, Franchise Tax Board based on a Notice of State Tax Lien recorded June 3, 2010 as Instrument No. 2010-0254877 and a Notice of State Tax Lien recorded November 8, 2011 as Instrument No. 2011-0497850.

Pursuant to Section 4675 of the California Revenue and Taxation Code, it is the recommendation of this office that Josefina Preuit, Lawrence B. Henry and Burns Henry, III be awarded excess proceeds in the amount of $3,504.69. Since the amount claimed by Josefina Preuit, Lawrence B. Henry and Burns Henry, III exceeds the amount of excess proceeds available, there are no funds available for consideration for the claim from the State of California, Franchise Tax Board. Supporting documentation has been provided. The Tax Collector requests approval of the above recommended motion. Notice of this recommendation was sent to the claimants by certified mail.

Impact on Residents and Businesses

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

Excess proceeds are being released to the Co-Executors to the Estate of the Deed of Trust holder of the property.

ATTACHMENTS (if any, in this order):

ATTACHMENT A. **Claim_Housman**

ATTACHMENT B. **Claim_FTB**

RECEIVED
NOV 03 2015
RIVERSIDE COUNTY
TREAS-TAX COLLECTOR

CLAIM FOR EXCESS PROCEEDS FROM THE SALE OF TAX-DEFAULTED PROPERTY
(SEE REVERSE SIDE FOR FURTHER INSTRUCTIONS)

To: Don Kent, Treasurer-Tax Collector

Re: Claim for Excess Proceeds

TC 203 Item 142 Assessment No.: 347182005-2

Assessee: L & D PROP INC

Situs:

Date Sold: May 5, 2015

Date Deed to Purchaser Recorded: June 18, 2015

Final Date to Submit Claim: June 20, 2016

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of $ 401,922.54 from the sale of the above mentioned real property. I/We were the ☒ lienholder(s), ☐ property owner(s) **[check in one box]** at the time of the sale of the property as is evidenced by Riverside County Recorder's Document No. 2008-0217567; recorded on 29 Apr. 2008. A copy of this document is attached hereto. I/We are the rightful claimants by virtue of the attached assignment of interest. I/We have listed below and attached hereto each item of documentation supporting the claim submitted.

NOTE: YOUR CLAIM WILL NOT BE CONSIDERED UNLESS THE DOCUMENTATION IS ATTACHED.

DEED OF TRUST, PROMISSORY NOTE, TITLE INSURANCE POLICY

If the property is held in Joint Tenancy, the taxsale process has severed this Joint Tenancy, and all Joint Tenants will have to sign the claim unless the claimant submits proof that he or she is entitled to the full amount of the claim, the claimant may only receive his or her respective portion of the claim.

I/We affirm under penalty of perjury that the foregoing is true and correct.

Executed this 28th day of OCTOBER, 2015 at RIVERSIDE COUNTY, CA
County, State

Signature of Claimant

SIMON A. HOUSMAN, ESQ
Print Name ATTY FOR DOROTHY HENRY
69730 HIGHWAY 111, #200
Street Address
RANCHO MIRAGE CA 92270
City, State, Zip
760-328-7995
Phone Number

Signature of Claimant

Print Name

Street Address

City, State, Zip

Phone Number

SCO 8-21 (1-99)

Attachment: A. EP 203-142 Claim_Housman (2429 : EP 203-142)

County Administrative Center- 4th Floor
4080 Lemon Street, P.O. Box 12005
Riverside, CA 92502-2205
(951) 955-3900
(951) 955-3990 - Fax

E-mail: ttc@co.riverside.ca.us
www.countytreasurer.org

COUNTY OF RIVERSIDE
TREASURER-TAX COLLECTOR

Palm Desert Office
38-686 El Cerrito Road
Palm Desert, CA 92211

Temecula Office
40935 County Center Drive, Suite C
Temecula, CA 92591

July 22, 2015

DOROTHY HENRY
C/O JLM CORPORATION
2411 W. LA PALMA AVENUE SUITE 350, BUILDING 1
ANAHEIM, CA 92801

Re: EXCESS PROCEEDS FROM SALE OF TAX DEFAULTED PROPERTY

Assessment No.: 347182005-2 Item: 142
Situs Address:
Assessee: L & D Prop Inc
Date Sold: May 5, 2015
Date Deed to Purchaser Recorded: June 18, 2015
Final Date to Submit Claim: June 20, 2016

Dear Sir or Madame:

The property referenced above was declared subject to the Tax Collector's power of sale for non-payment of taxes and later sold. Parties of Interest, as defined in Section 4675 of the California Revenue and Taxation Code (e.g., the last assessee and any lienholders of record), have a right to file a claim for any excess proceeds that remain after the tax liens and the costs of the sale have been satisfied. Our records show that you may be a party of interest, and we are enclosing for your convenience a claim form and a return envelope. Please note that your claim must be filed within one year of the date the deed to the purchaser was recorded (shown above). By law, we cannot accept claims after one year from this recording date. Claims submitted will be evaluated by our legal counsel and awarded in accordance with state law. The submission of a claim merely initiates that review.

The enclosed form is relatively simple and we must stress that most applicants will be able to fill it out without help. However, if you need help, please feel free to contact our office by mail, telephone or in person and we will help you without charge. You may telephone us at (951) 955-3336.

If you prefer to have an agent file your claim for you, or if you should decide to sell your claim (often referred to as "assignment") so that the purchaser of the claim may receive the funds, please advise us and we will send the proper form.

Please note also that the statutory procedures and the County's internal procedures dictate that most claims will not be processed until at least twenty (20) months following the date of recordation of the tax deed.

Sincerely,

DON KENT
TREASURER-TAX COLLECTOR

By *Jennifer Pazicni*
Deputy

117-170(Rev. 5-03)

Attachment: A. EP 203-142 Claim_Housman (2429 : EP 203-142)

AUTHORIZATION FOR AGENT TO COLLECT EXCESS PROCEEDS

To expedite processing of this claim, we would strongly suggest you use this form. For this form to be valid it must be comple in its entirety and documentation establishing the assignor's claim as a "party of interest" must be provided at the time document is filed with the Treasurer-Tax Collector. **PLEASE SEE REVERSE SIDE OF THIS DOCUMENT FOR FURTH INSTRUCTIONS.**

As a party of interest (defined in Section 4675 of the California Revenue and Taxation Code), I, the undersigned, do hereby ma my agent to apply for and collect the excess proceeds which you are holding and to which I am entitled from the sale assessment number APN 347182005-2 sold at public auction on MAY 5, 2015. I understand th AM NOT SELLING MY RIGHT TO THE REFUND, but merely naming an agent for collection purposes for my convenience.

I also understand that the total of excess proceeds available for refund is $ 3504.69 and that I have a right to fil claim for this refund on my own, without the help of an agent. For valuable consideration received my agent is appointed to on my behalf.

(Signature of Party of Interest)

JOSEFINA PRGUIT
(Name Printed)

87953 AVENIDA LAS RAMBLAS
(Address)

INDIO CA 92203
(City/State/Zip)

951-533-7672
(Area Code/Telephone Number)

STATE OF CALIFORNIA)ss.
COUNTY OF _____)

On 9-2-2016, before me, _____, persona appeared _____, who proved to me on the basis of satisfactory evidence to be t person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed t same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the ent upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the forgoing paragraph is true and correct.

WITNESS my hand and official seal.

ATTORNEY CA ACK
(Signature of Notary)

(This area for official seal)

I, the undersigned, certify under penalty of perjury that I have disclosed to the party of interest, pursuant to Section 4675 of th California Revenue and Taxation Code, the full amount of excess proceeds available and ADVISED HIM OF HIS RIGHT T FILE A CLAIM ON HIS OWN, WITHOUT THE HELP OF AN AGENT.

(Signature of Agent)

SIMON A. HOUSMAN
(Name Printed)

69730 Hwy 111 #200 Rancho Mirage CA 9227
(Address)

STATE OF CALIFORNIA)ss.
COUNTY OF Riverside)

(City/State/Zip)

On 9/7/16, before me, the undersigned, a Notary Public in and for said State, personall appeared Simon A. Housman, who proved to me on the basis of satisfactory evidence to be th person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed th same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entit upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

CONNIE L. HOLT
COMM. #2072910
Notary Public - California
Riverside County
My Comm. Expires June 27, 2018

Attachment: A. EP 203-142 Claim_Housman (2429 : EP 203-142)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Riverside)

On Sept 2 2016 before me, Dave Berghoff - Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Josefina Prieto
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

DAVE BERGHOFF
Comm. #2013684
Notary Public-California
Riverside County
My Commission Expires
March 21, 2017

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: Authorization for Agent
Document Date: 9/2/16 Number of Pages: 1
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer — Title(s): _____	☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: _____	Signer Is Representing: _____

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Attachment: A. EP 203-142 Claim_Housman (2429 : EP 203-142)

AUTHORIZATION FOR AGENT TO COLLECT EXCESS PROCEEDS

To expedite processing of this claim, we would strongly suggest you use this form. For this form to be valid it must be completed in its entirety and documentation establishing the assignor's claim as a "party of interest" must be provided at the time this document is filed with the Treasurer-Tax Collector. **PLEASE SEE REVERSE SIDE OF THIS DOCUMENT FOR FURTHER INSTRUCTIONS.**

As a party of interest (defined in Section 4675 of the California Revenue and Taxation Code), I, the undersigned, do hereby make my agent to apply for and collect the excess proceeds which you are holding and to which I am entitled from the sale of assessment number APN:347182005-2 sold at public auction on MAY 5, 2015. I understand that I AM NOT SELLING MY RIGHT TO THE REFUND, but merely naming an agent for collection purposes for my convenience.

I also understand that the total of excess proceeds available for refund is $ 350469 and that I have a right to file a claim for this refund on my own, without the help of an agent. For valuable consideration received my agent is appointed to act on my behalf.

(Signature of Party of Interest)

LAWRENCE B. HENRY
(Name Printed)

3815 RAVEN CT
(Address)

CALABASAS Hills, CA 91301
(City/State/Zip)

818 518 6803
(Area Code/Telephone Number)

STATE OF CALIFORNIA)ss.
COUNTY OF _____)

On 9/2/16, before me, _____, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the forgoing paragraph is true and correct.

WITNESS my hand and official seal.

See Attached CA Ack
(Signature of Notary)

(This area for official seal)

I, the undersigned, certify under penalty of perjury that I have disclosed to the party of interest, pursuant to Section 4675 of the California Revenue and Taxation Code, the full amount of excess proceeds available and ADVISED HIM OF HIS RIGHT TO FILE A CLAIM ON HIS OWN, WITHOUT THE HELP OF AN AGENT.

(Signature of Agent)

Simon A Housman Esq
(Name Printed)

69730 Hwy 111 #200 Rancho Mirage CA 92270
(Address)

(City/State/Zip)

STATE OF CALIFORNIA)ss.
COUNTY OF Riverside)

On 9/7/16, before me, the undersigned, a Notary Public in and for said State, personally appeared Simon A Housman, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

CONNIE L. HOLT
COMM. #2072910
Notary Public - California
Riverside County
My Comm. Expires June 27, 2018

Attachment: A. EP 203-142 Claim_Housman (2429 : EP 203-142)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Riverside)

On Sept 7, 2016 before me, Dave Berghoff - Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Lawrence D Henry
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

DAVE BERGHOFF
Comm. #2013684
Notary Public-California
Riverside County
My Commission Expires
March 21, 2017

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: Authorization For Audit
Document Date: 9/7/16 Number of Pages: 1
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer — Title(s): _____	☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: _____	Signer Is Representing: _____

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Attachment: A. EP 203-142 Claim_Housman (2429 : EP 203-142)

AUTHORIZATION FOR AGENT TO COLLECT EXCESS PROCEEDS

To expedite processing of this claim, we would strongly suggest you use this form. For this form to be valid it must be completed in its entirety and documentation establishing the assignor's claim as a "party of interest" must be provided at the time this document is filed with the Treasurer-Tax Collector. **PLEASE SEE REVERSE SIDE OF THIS DOCUMENT FOR FURTHER INSTRUCTIONS.**

As a party of interest (defined in Section 4675 of the California Revenue and Taxation Code), I, the undersigned, do hereby make my agent to apply for and collect the excess proceeds which you are holding and to which I am entitled from the sale of assessment number APN 347182005-2 sold at public auction on MAY 5, 2015. I understand that I AM NOT SELLING MY RIGHT TO THE REFUND, but merely naming an agent for collection purposes for my convenience.

I also understand that the total of excess proceeds available for refund is $ 3504.69 and that I have a right to file a claim for this refund on my own, without the help of an agent. For valuable consideration received my agent is appointed to act on my behalf.

Burns Henry, III
(Signature of Party of Interest)

Burns Henry, III
(Name Printed)

73235 San Nicholas
(Address)

Palm Desert, CA. 92260
(City/State/Zip)

760 408 0753
(Area Code/Telephone Number)

STATE OF CALIFORNIA)ss.
COUNTY OF _____)

On 9-2-2016, before me, _____, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the forgoing paragraph is true and correct.

WITNESS my hand and official seal.

See Attached CA Ack.
(Signature of Notary)

(This area for official seal)

I, the undersigned, certify under penalty of perjury that I have disclosed to the party of interest, pursuant to Section 4675 of the California Revenue and Taxation Code, the full amount of excess proceeds available and ADVISED HIM OF HIS RIGHT TO FILE A CLAIM ON HIS OWN, WITHOUT THE HELP OF AN AGENT.

(Signature of Agent)

Simon A. Housman
(Name Printed)

69730 Hwy 111 #200 Rancho Mirage CA 92270
(Address)

(City/State/Zip)

STATE OF CALIFORNIA)ss.
COUNTY OF Riverside)

On 9/7/16, before me, the undersigned, a Notary Public in and for said State, personally appeared Simon A. Housman, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Connie L Holt

CONNIE L. HOLT
COMM. #2072910
Notary Public - California
Riverside County
My Comm. Expires June 27, 2018

Attachment: A. EP 203-142 Claim_Housman (2429 : EP 203-142)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Riverside)

On Sept 2, 2016 before me, Dave Berghoff - Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Burns Henry III
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

DAVE BERGHOFF
Comm. #2013684
Notary Public-California
Riverside County
My Commission Expires
March 21, 2017

Signature Dave Berghoff
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: Authorization for Audit
Document Date: 9/2/16 Number of Pages: 1
Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:	Signer's Name:
☐ Corporate Officer — Title(s):	☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other:	☐ Other:
Signer Is Representing:	Signer Is Representing:

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Attachment: A. EP 203-142 Claim_Housman (2429 : EP 203-142)

DOC # 2008-021756
29/2008 08:00A Fee:32.
Page 1 of 5
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder

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RECORDING REQUESTED BY
UNITED TITLE COMPANY
AND WHEN RECORDED MAIL TO

Name Dorothy Henry
Street Address 36291 Royal Sage Court
City State Zip Palm Desert, Ca. 92211

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS 3

A.P.N. 347-182-031-5 & 347-182-005-2/TRA 065-061

T 044

This Deed of Trust, made this 23rd day of April, 2008, between
L & D Properties, Inc., herein called TRUSTOR

Whose address is, Post Office Box 2310 (number and street) Sun City (city), California (state) 92586 (zip)

Westcoe Realtors, Inc., a California Corporation, herein called TRUSTEE, and
Dorothy Henry, a widow, herein called BENEFICIARY,

Witnesseth: That Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS to TRUSTEE IN TRUST, WITH POWER OF SALE, that property in the City of Riverside of Riverside County, California, described as:

Legal description as per attached Exhibit "A"

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority given to and conferred upon Beneficiary by paragraph (10) of the provisions incorporated herein by reference to collect and apply such rents, issues and profits. **For the Purpose of Securing:** 1. Performance of each agreement of Trustor incorporated by reference or contained herein. 2. Payment of the Indebtedness evidenced by one promissory note of even date herewith, and any extension or renewal thereof, in the principal sum of $243,000.00 executed by Trustor in favor of Beneficiary or order. 3. Payment of such further sums as the then record owner of said property hereafter may borrow from Beneficiary, when evidenced by another note (or notes) reciting it is so secured.
To Protect the Security of This Deed of Trust, Trustor Agrees: By the execution and delivery of this Deed of Trust and the note secured hereby, that provisions (1) to (14), inclusive, of the fictitious deed of trust recorded August 18, 1964 in said County where said property is located, noted below, viz.:

COUNTY	BOOK	PAGE
Riverside	3778	347

hereby are adopted and incorporated herein and made a part hereof as fully as though set forth herein at length; that he will observe and perform said provisions; and that the references to property, obligations, and parties in said provisions shall be construed to refer to the property, obligations, and parties set forth in this Deed of Trust.

The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at his address hereinbefore set forth.

Signature of Trustor
L&D Properties, Inc
By:
Larry Archibek

STATE OF CALIFORNIA,)
COUNTY OF Riverside)

On April 25, 2008 before me,
Ana Lilia Haro, Notary Public
personally appeared Larry Archibek

who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(~~s~~) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Ana Lilia Haro, Notary Public

ANA LILIA HARO
Commission # 1754696
Notary Public - California
Riverside County
My Comm. Expires Jun 30, 2011

(This area for official notarial seal)

Attachment: A. EP 203-142 Claim_Housman (2429 : EP 203-142)

IF THE TRUSTOR SELLS, CONVEYS OR ALIENATES THE SAID PROPERTY, OR ANY PART THEREOF, OR ANY INTEREST THEREIN, ANY INDEBTEDNESS OR OBLIGATION SECURED HEREBY, IRRESPECTIVE OF THE MATURITY DATES EXPRESSED THEREIN, AT THE OPTION OF THE HOLDER HEREOF, AND WITHOUT DEMAND OR NOTICE, SHALL IMMEDIATELY BECOME DUE AND PAYABLE.

Signature of Trustor
L&D Incorporation
By:

Larry Archibek

Attachment: A. EP 203-142 Claim_Housman (2429 : EP 203-142)

DO NOT RECORD

The following is a copy of Subdivisions A and B of the fictitious Deed of Trust recorded in each county in California as stated in the foregoing of Trust and incorporated by reference in said Deed of Trust as being a part thereof as if set forth at length therein.

A. To protect the security of this Deed of Trust, Trustor agrees:

(1) To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterati or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

(2) To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applie Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Tr Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evider title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.

(4) To pay: at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and wit releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee b authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expen employ counsel and pay his reasonable fees.

(5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay fo statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time whe statement is demanded.

B. It is mutually agreed:

(1) That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or re such monies received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

(2) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare d for failure so to pay.

(3) That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecti personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in grantir easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

(4) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention or other disposit Trustee in its sole discretion may choose and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters o shall be conclusive proof of the truthfulness thereof. The Grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

(5) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits o property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and w regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness s hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as afo shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(6) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately du payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall caus filed for record. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without dem Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and fro to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so s without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trus Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all expended under the terms hereof, not then repaid, with accrued interest at, the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, it any, person or persons legally entitled thereto.

(7) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein o hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be cor proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said inst must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.

(8) That this Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the and holder, including pledgees, of the note secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so requires, the masculine gender includes the feminine neuter, and the singular number includes the plural.

(9) That Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale un other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

REQUEST FOR FULL RECONVEYANCE

DO NOT RECORD

TO **Westcoe Realtors, Inc.**, TRUSTEE:

The undersigned is the legal owner and holder of the note or notes, and of all other indebtedness secured by the foregoing Deed of Trust. Said note or notes, together with all other indeb secured by said Deed of Trust, have been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of T cancel said note or notes above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to re without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you under the same.

Dated: _____

_____

_____

Please mail Deed of Trust, Note and Reconveyance to: _____

Do not lose or destroy this Deed of Trust OR THE NOTE which it secures. Both must be delivered to the TRUSTEE for cancellation before reconveyance will be made.

Attachment: A. EP 203-142 Claim_Housman (2429 : EP 203-142)

ORDER NO 50820240-63

EXHIBIT "A"

LOTS 5 AND 31 IN BLOCK 2, IN ELSINORE LAKE GROVE TRACT, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 13, PAGES 16 AND 17 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Attachment: A. EP 203-142 Claim_Housman (2429 : EP 203-142)

NOTARY SEAL

Under the provisions of Government Code 27361.1, I certify under the penalty of perjury that the Notary Seal on the document to which this statement is attached reads as follows:

Name of Notary: Ana Lilia Haro

Commission #: 1754598

Date Commission Expires: Jun 30, 2011

County where Bond is filed Riverside

PLACE OF EXECUTION: RIVERSIDE

DATE: 4/29/08

SIGNATURE:

Attachment: A. EP 203-142 Claim_Housman (2429 : EP 203-142)

DO NOT DESTROY THIS NOTE: When paid, this note, with Deed of Trust securing same, must be surrendered to Trustee for cancellation, before reconveyance will be made.

NOTE SECURED BY DEED OF TRUST

(Interest Only)

INTEREST ONLY NOTE

ESCROW No.: 10710-A

$243,000.00 Riverside, CA 04/23/2008

In installments as herein stated, for value received, I/We promise to pay to:

Dorothy Henry, a widow

or order, at place designated by the holder(s) hereof, the sum of Two hundred forty-three thousand Dollars, with interest from 4/29/08 on unpaid principal at the rate of (12.00%) percent per annum. Interest payable in monthly installments of $2,430.00 beginning on the 29th day of May, 2008 and continuing monthly thereafter until the 29th day of January, 2009 at which time the entire unpaid principal balance, together with interest due thereon, shall become due payable.

"Any payment received by the beneficiary after 15 days of the due date shall be subject to a late charge of 6.00% of the amount of payment."

IF THE TRUSTOR SELLS, CONVEYS OR ALIENATES THE SAID PROPERTY, OR ANY PART THEREOF, OR ANY INTEREST THEREIN, ANY INDEBTEDNESS OR OBLIGATION SECURED HEREBY, IRRESPECTIVE OF THE MATURITY DATES EXPRESSED THEREIN, AT THE OPTION OF THE HOLDER HEREOF, AND WITHOUT DEMAND OR NOTICE, SHALL IMMEDIATELY BECOME DUE AND PAYABLE.

"This note is subject to section 2966 of the Civil Code, which provides that the holder of this note shall give written notice to the trustor, or his successor in interest, of prescribed information at least 90 and not more than 150 days before any balloon payment is due."

Each payment shall be credited first on interest then due and the remainder on principal; and interest shall thereupon cease upon the principal so credited. Should default be made in payment of any installment when due the whole sum of principal and interest shall become immediately due at the option of the holder of this note. Principal and interest payable in lawful money of the United States. If action be instituted on this note I promise to pay such sum as the Court may fix as attorney's fees. This note is secured by a Deed of Trust to Westcoe Realtors, Inc., a California Corporation, as Trustee.

L&D Incorporation
By:

Larry Archibek

COPY

This note is secured by a Deed of Trust affecting the property located at:

vacant land
Riverside, California
APN 347-182-031-5, 347-182-005-2

Attachment: A. EP 203-142 Claim_Housman (2429 : EP 203-142)

LAST WILL AND TESTAMENT

OF

DOROTHY R. HENRY

I, DOROTHY R. HENRY, a resident of the County of Riverside, State of California, do hereby make, publish and declare this to be my Last Will and Testament, and do hereby expressly revoke all former Wills and Codicils to Wills made by me.

FIRST: I declare that I am a widow and that I have four children, namely, RICHARD CHARLY HAVERICK, JOSEFINA ROBERDS PREUIT, LAWRENCE BURNS HENRY and BURNS HENRY III.

SECOND: If any beneficiary under this Will, either alone or with other persons or entities, shall in any manner directly or indirectly contest, attack, thwart, or otherwise seek to impair or invalidate any part or provision of the "Decedent's Estate Plan", then any share or interest under this Will set aside for that beneficiary is revoked and shall be disposed of in the same manner as if the contesting beneficiary, as provided in this instrument, had predeceased the decedent, without issue.

For the purpose of construing this no-contest clause, the term "Decedent's Estate Plan" shall include:

1. This Last Will and Testament and all codicils thereto.

Attachment: A. EP 203-142 Claim_Housman (2429 : EP 203-142)

2. The DOROTHY R. HENRY REVOCABLE TRUST dated March 5, 1991, As Amended and Restated, and all amendments thereto.

The terms "contest", "attack", "thwart" and "impair", when used in connection with conduct described in this no-contest clause, shall include but are not limited to any conduct aimed against the Decedents' Estate Plan, the Decedents' Estate, the Trust Estate under any Declaration of Trust, or any assets subject to the Decedents' Estate Plan based on and including but not limited to any of the following theories:

1. A constructive trust theory;

2. Lack of capacity, undue influence, mistake, duress, or fraud;

3. Any alleged oral or written agreement that the Decedent agreed to bequeath or give anything to any person or entity ("claimant") claiming such oral or written agreement. This provision shall apply to any personal service agreement alleged by claimant and also to any alleged agreement where the claimant alleges "detrimental reliance" on the Decedents' representations or lack thereof, provide a basis for an agreement by equitable "estoppel";

4. An action in Quantum Meruit;

5. A claim to any property alleged by the personal representative of the Decedent's probate estate or the Trustee of any Trust to belong to the Decedent's probate estate or Trust;

6. The filing of a Creditor's Claim or prosecution of an action based upon it, (if the Creditor's Claim has been rejected by the Decedent's personal representative or Trustee of any trust created under this document).

Attachment: A. EP 203-142 Claim_Housman (2429 : EP 203-142)

7. Any action or proceeding to determine the character of property.

8. A petition for settlement or compromise concerning the terms of this trust instrument.

9. Any action seeking to invalidate or rescind any lifetime gift made by the Decedent;

10. In any other way, contest, thwart, or seek to impair any provision of the Decedent's Estate Plan.

The personal representative is authorized to defend, at the expense of the estate, any contest or attack on the Decedent's Estate Plan.

If any provision of this "No-Contest Clause" is found to be unenforceable by any court of competent jurisdiction, the remaining provisions of this paragraph shall be deemed severable from such unenforceable provision, and the remaining provisions shall be given full force and effect.

THIRD: I hereby appoint my daughter, JOSEFINA ROBERDS PREUIT, and my sons, LAWRENCE BURNS HENRY and BURNS HENRY III, as Co-Executors of this my Last Will and Testament, or the survivor of them as Co-Executors, or sole Executor, to serve in that capacity without bond.

I hereby authorize my named Co-Executors to sell, at either public or private sale, encumber, or lease any property belonging to my estate, either with or without notice, but subject to such confirmation by the court as may be required by law; to hold, manage and operate any such property; and to enter into a contract granting an exclusive right to sell such

Attachment: A. EP 203-142 Claim_Housman (2429 : EP 203-142)

EIGHTH: I hereby appoint my daughter, JOSEFINA ROBERDS PREUIT, and my sons, LAWRENCE BURNS HENRY and BURNS HENRY III, as Co-Trustees of any trust created herein, or the survivor of them as Co-Trustees, or sole Trustee. No bond shall be required of any Trustee named herein.

NINTH: I may prepare a list of specific bequests of tangible personal property in the nature of jewelry, furniture, furnishings or personal effects and the person to whom they are to be given. Any such list made hereafter shall be adopted as a dispositive statement and distributed by my Co-Executors as set forth therein.

TENTH: If any provision of this Will is unenforceable, the remaining provisions shall be carried into effect.

I subscribe my name to this Will this 15th day of Oct., 2008, at Palm Springs, California.

Dorothy R. Henry

DOROTHY R. HENRY

Attachment: A. EP 203-142 Claim_Housman (2429 : EP 203-142)

On the date last above written, DOROTHY R. HENRY, declared to us, the undersigned, that the foregoing instrument, consisting of fourteen (14) pages, including the page signed by us as witnesses, was her Will and requested us to act as witnesses to it. She thereupon signed this Will in our presence, all of us being present at the same time. She appears to us to be over eighteen (18) years of age and of sound mind, and we have no knowledge of any facts indicating that this instrument or any part of it was procured by duress, menace, fraud, or undue influence.

We understand that this instrument is her Will and we now, at her request in her presence and in the presence of each other, subscribe our names as witnesses. We are each competent witnesses over eighteen (18) years of age.

We declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

EXECUTED ON Oct. 15, 2008, at Palm Springs, California.

Michael S Kahn
MICHAEL S. KAHN

Address: 2825 E. Tahquitz Canyon Way
Suite 202
Palm Springs, CA 92262

MARYANNE KREIZINGER-BROWN

Address: 2825 E. Tahquitz Canyon Way
Suite 202
Palm Springs, CA 92262

Attachment: A. EP 203-142 Claim_Housman (2429 : EP 203-142)

FIRST CODICIL

TO

LAST WILL AND TESTAMENT

OF

DOROTHY R. HENRY

I, **Dorothy R. Henry,** a resident of the City of Palm Desert, the County of Riverside, the State of California and a citizen of the United States of America, declare this to be my First Codicil to my Last Will and Testament ("Will"). My Will was executed October 15, 2008.

First: Whenever my Will and any Codicil thereto refers to "the Trust," said reference shall pertain to the Trust Agreement for The Dorothy R. Henry Revocable Trust, Dated March 5, 1991 ("Trust"), which Trust was amended and restated by the Amendment and Restatement of the Dorothy R. Henry Revocable Trust on October 15, 2008 ("Restated Trust Agreement"), executed by me as Trustor and Trustee, and as further amended by the First Amendment thereto ("First Amendment to Restated Trust Agreement") executed this same date, together with this First Codicil, including any other amendments to said Trust made after the execution of this Codicil which are permissible under the Uniform Testamentary Additions to Trust Act or any successor act.

The Law Offices of Mark J. McGowan, P.C., 72-630 Fred Waring Drive, Suite 201, Palm Desert, California 92260
(760) 340-3332, fax (760) 340-3339, Stanford.law@verizon.net, www.lawyers.com/integrity

Attachment: A. EP 203-142 Claim_Housman (2429 : EP 203-142)

Second: The following paragraph is added as a third unnumbered paragraph under Article THIRD:

> "I direct that for any professional (e.g. legal or financial) counsel or services, my Co-Executors are to seek the services of Mark J. McGowan, Esquire, who is familiar with affairs and wishes."

Third: The following paragraph is added as Article ELEVENTH on page 13 of my Will follows:

> "ELEVENTH: After my death, I desire a Catholic Service, my remains cremated, and my ashes placed next to my deceased husband, Burns Henry, Jr., in the Historic Elmwood Cemetery located at 1200 Elmwood Avenue, Detroit, MI 48207.

Fourth: In the event that there is a conflict between the provisions of those documents referred to in the preceding paragraph **First** and any other provisions of my Will, the terms and conditions of said paragraph **First** herein shall prevail.

Fifth: Except as expressly modified by this Codicil, this Codicil republishes and reaffirms the terms of my Last Will and Testament.

IN WITNESS WHEREOF, I hereunto set my hand this 21 day of May 2014, in Palm Desert, California.

Dorothy R. Henry

Dorothy R. Henry

Attachment: A. EP 203-142 Claim_Housman (2429 : EP 203-142)

THE FOREGOING INSTRUMENT, consisting of three (3) pages, including the page signed by the subscribing witnesses, was on the date hereof by **Dorothy R. Henry** signed as, and declared to be her First Codicil To Last Will And Testament in the presence of us who, at her request and in her presence, and in the presence of each other, have subscribed our names as witnesses thereto. Each of us understands that the instrument each of us signed is the First Codicil to the Last Will and Testament of **Dorothy R. Henry,** observing the signing of the First Codicil to the Last Will And Testament of **Dorothy R. Henry,** and by each other subscribing witness, and knows that each signature is the true signature of the person whose name was signed.

Each of us is now more than eighteen (18) years of age and a competent witness and resides at the address set forth after his or her name. We are acquainted with **Dorothy R. Henry,** who at this time is over the age of eighteen (18) years and, to the best of our knowledge, is of sound mind and is not acting under duress, menace, fraud, misrepresentation or undue influence.

We declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on this 20th day of May 2014, in Palm Desert, California.

MARK N COWAN
(Print Name)

(Sign Name)

72630 FRED WARING
Address STE 201

PALM DESERT, CA 92260
Address

Elder Mae McClellan
(Print Name)

Elder Mae McClellan
(Sign Name)

70100 Mirage Cove Dr. #13
Address

Rancho Mirage, CA 92270
Address

Attachment: A. EP 203-142 Claim_Housman (2429 : EP 203-142)

SUCCESSOR TRUSTEE APPOINTMENT

Pursuant to the authority vested in me as Trustee of the Last Will and Testament of Burns Henry, Jr., my late spouse, such testamentary document having been executed on April 26, 1964, including but not limited to Article IV and Article XIII thereof, I hereby appoint as co-successor trustees of his estate upon my resignation, incapacity or demise my three children, **Josefina Roberds Preuit, Lawrence Burns Henry and Burns Henry III**. In the event any child is unable, unwilling or unavailable to so serve as co-successor trustee, the remaining child(ren) shall so serve as (co-)successor trustee(s).

Dorothy R. Henry

Dorothy R. Henry

5-20-14

Date

STATE OF CALIFORNIA)
) ss.
COUNTY OF RIVERSIDE)

On May 20, 2014, before me, **Mark J. McGowan**, a Notary Public, personally appeared **Dorothy R. Henry**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I declare under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

MARK J. MCGOWAN
COMM. # 2045002
NOTARY PUBLIC - CALIFORNIA
RIVERSIDE COUNTY
COMM. EXPIRES NOV. 8, 2017

Mark J. McGowan, Notary Public

Attachment: A. EP 203-142 Claim_Housman (2429 : EP 203-142)

STATE OF CALIFORNIA
CERTIFICATION OF VITAL RECORD

COUNTY OF RIVERSIDE
RIVERSIDE, CALIFORNIA

3052016055815 — STATE FILE NUMBER

CERTIFICATE OF DEATH
STATE OF CALIFORNIA
USE BLACK INK ONLY / NO ERASURES, WHITEOUTS OR ALTERATIONS
VS-11(REV 9/08)

3201633003370 — LOCAL REGISTRATION NUMBER

DECEDENT'S PERSONAL DATA

1. NAME OF DECEDENT–FIRST (Given)	2. MIDDLE	3. LAST (Family)
DOROTHY	ROBERDS	HENRY

AKA. ALSO KNOWN AS – Include full AKA (FIRST, MIDDLE, LAST)

4. DATE OF BIRTH (mm/dd/ccyy)	5. AGE Yrs.	IF UNDER ONE YEAR Months / Days	IF UNDER 24 HOURS Hours / Minutes	6. SEX
10/06/1921	94			F

9. BIRTH STATE/FOREIGN COUNTRY	11. EVER IN U.S. ARMED FORCES?	12. MARITAL STATUS/SRDP* (at Time of Death)	7. DATE OF DEATH (mm/dd/ccyy)	8. HOUR (24 Hours)
CA	☐ YES ☒ NO ☐ UNK	WIDOWED	03/16/2016	1815

13. EDUCATION – Highest Level/Degree (see worksheet on back)	14/15. WAS DECEDENT HISPANIC/LATINO/A/SPANISH? (If yes, see worksheet on back)	16. DECEDENT'S RACE – Up to 3 races may be listed (see worksheet on back)
HS GRADUATE	☐ YES ☒ NO	CAUCASIAN

17. USUAL OCCUPATION – Type of work for most of life. DO NOT USE RETIRED	18. KIND OF BUSINESS OR INDUSTRY (e.g., grocery store, road construction, employment agency, etc.)	19. YEARS IN OCCUPATION
INVESTOR	REAL ESTATE	56

USUAL RESIDENCE

20. DECEDENT'S RESIDENCE (Street and number, or location): 36291 ROYAL SAGE COURT

21. CITY	22. COUNTY/PROVINCE	23. ZIP CODE	24. YEARS IN COUNTY	25. STATE/FOREIGN COUNTRY
PALM DESERT	RIVERSIDE	92211	15	CA

INFORMANT

26. INFORMANT'S NAME, RELATIONSHIP	27. INFORMANT'S MAILING ADDRESS (Street and number, or rural route number, city or town, state and zip)
JOSEFINA PREUIT, DAUGHTER	81953 AVENIDA LAS RAMBLAS, INDIO, CA 92203

SPOUSE/SRDP AND PARENT INFORMATION

28. NAME OF SURVIVING SPOUSE/SRDP–FIRST	29. MIDDLE	30. LAST (BIRTH NAME)
-	-	-

31. NAME OF FATHER/PARENT–FIRST	32. MIDDLE	33. LAST	34. BIRTH STATE
LAWRENCE	LAVERNE	ROBERDS	CA

35. NAME OF MOTHER/PARENT–FIRST	36. MIDDLE	37. LAST (BIRTH NAME)	38. BIRTH STATE
ROSE	-	LABORDE	CA

FUNERAL DIRECTOR/ LOCAL REGISTRAR

39. DISPOSITION DATE (mm/dd/ccyy)	40. PLACE OF FINAL DISPOSITION
03/23/2016	ELMWOOD CEMETERY 1200 ELMWOOD STREET, DETROIT, MI 48207

41. TYPE OF DISPOSITION(S)	42. SIGNATURE OF EMBALMER	43. LICENSE NUMBER
CR/TR/BU	▸ NOT EMBALMED	-

44. NAME OF FUNERAL ESTABLISHMENT	45. LICENSE NUMBER	46. SIGNATURE OF LOCAL REGISTRAR	47. DATE (mm/dd/ccyy)
FOREST LAWN MEMORIAL-PARKS & MORTUARIES	FD1647	▸ CAMERON KAISER, MD	03/18/2016

PLACE OF DEATH

101. PLACE OF DEATH	102. IF HOSPITAL, SPECIFY ONE	103. IF OTHER THAN HOSPITAL, SPECIFY ONE
RESIDENCE	☐ IP ☐ BROP ☐ DOA	☐ Hospice ☐ Nursing Home/LTC ☒ Decedent's Home ☐ Other

104. COUNTY	105. FACILITY ADDRESS OR LOCATION WHERE FOUND (Street and number, or location)	106. CITY
RIVERSIDE	36291 ROYAL SAGE COURT	PALM DESERT

CAUSE OF DEATH

107. CAUSE OF DEATH — Enter the chain of events — diseases, injuries, or complications — that directly caused death. DO NOT enter terminal events such as cardiac arrest, respiratory arrest, or ventricular fibrillation without showing the etiology. DO NOT ABBREVIATE.

		Time Interval Between Onset and Death
IMMEDIATE CAUSE (Final disease or condition resulting in death) →	(A) CARDIOPULMONARY ARREST	(AT) MINUTE
Sequentially, list conditions, if any, leading to cause on Line A. Enter UNDERLYING CAUSE (disease or injury that initiated the events resulting in death) LAST	(B) END STAGE RENAL DISEASE	(BT) YEARS
	(C)	(CT)
	(D)	(DT)

108. DEATH REPORTED TO CORONER?	109. BIOPSY PERFORMED?	110. AUTOPSY PERFORMED?	111. USED IN DETERMINING CAUSE?
☒ YES ☐ NO	☐ YES ☒ NO	☐ YES ☒ NO	☐ YES ☐ NO

REFERRAL NUMBER: 2016-03287

112. OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH BUT NOT RESULTING IN THE UNDERLYING CAUSE GIVEN IN 107: NONE

113. WAS OPERATION PERFORMED FOR ANY CONDITION IN ITEM 107 OR 112? (If yes, list type of operation and date.): NO

113A. IF FEMALE, PREGNANT IN LAST YEAR? ☐ YES ☒ NO ☐ UNK

PHYSICIAN'S CERTIFICATION

114. I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE DEATH OCCURRED AT THE HOUR, DATE, AND PLACE STATED FROM THE CAUSES STATED.

115. SIGNATURE AND TITLE OF CERTIFIER	116. LICENSE NUMBER	117. DATE (mm/dd/ccyy)
▸ RUPINDER KAUR MANN, M.D.	A66357	03/17/2016

Decedent Attended Since (A) mm/dd/ccyy	Decedent Last Seen Alive (B) mm/dd/ccyy	118. TYPE ATTENDING PHYSICIAN'S NAME, MAILING ADDRESS, ZIP CODE
03/15/2016	03/16/2016	RUPINDER KAUR MANN, M.D. 74130 COUNTRY CLUB DRIVE, SUITE 103, PALM DESERT, CA 92260

CORONER'S USE ONLY

119. I CERTIFY THAT IN MY OPINION DEATH OCCURRED AT THE HOUR, DATE, AND PLACE STATED FROM THE CAUSES STATED.

MANNER OF DEATH: ☐ Natural ☐ Accident ☐ Homicide ☐ Suicide ☐ Pending Investigation ☐ Could not be determined

120. INJURED AT WORK?	121. INJURY DATE (mm/dd/ccyy)	122. HOUR (24 Hours)
☐ YES ☐ NO ☐ UNK		

123. PLACE OF INJURY (e.g., home, construction site, wooded area, etc.)

124. DESCRIBE HOW INJURY OCCURRED (Events which resulted in injury)

125. LOCATION OF INJURY (Street and number, or location, and city, and zip)

126. SIGNATURE OF CORONER / DEPUTY CORONER	127. DATE (mm/dd/ccyy)	128. TYPE NAME, TITLE OF CORONER / DEPUTY CORONER
▸		

STATE REGISTRAR	A	B	C	D	E		FAX AUTH.#	CENSUS TRACT
						01000103197546		

CARIVERSO1

CERTIFIED COPY OF VITAL RECORD
STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

This is a true and exact reproduction of the document officially registered and placed on file in the office of the County of Riverside, Department of Public Health.

001402114

DATE ISSUED Mar 22, 2016

DR. CAMERON KAISER, MD
COUNTY HEALTH OFFICER

This copy is not valid unless prepared on an engraved border, displaying the date, seal and signature of the Registrar.

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

THE GREAT SEAL OF THE STATE OF CALIFORNIA — EUREKA

DEPARTMENT OF PUBLIC HEALTH — REGISTRAR OF VITAL RECORDS

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SIMON A. HOUSMAN
ATTORNEY AT LAW

69730 Highway 111, Suite 200
Rancho Mirage CA 92270
(760) 328-7995 Fax: (760) 328-4985
simonhousmanlaw@earthlink.net

Admitted to the Bar
California
New York
New Jersey

September 12, 2016

Don Kent, Treasurer-Tax Collector
County Administrative Center
4080 Lemon Street, P.O. Box 12005
Riverside CA 92502-2205

Attention Ms. Jennifer Pazicni
Tax Sale Operations Unit

Re:	Excess Proceeds from Sale of Tax Defaulted Property	
	Assessment No.:	347182005-2 Item 142
	Situs Address:	
	Assessee:	L&D Properties, Inc.
	Date Sold:	May 5, 2015
	Deed Of Trust No.:	2008-0217567
	Deed Of Trust Date:	April 29, 2008
	Claimant:	Successors to Dorothy Henry, a Widow Josefina Preuit, Lawrence Henry and Burns Henry III

Dear Ms. Pazicni:

As you may recall, this office previously filed the excess proceeds claim on behalf of Dorothy R. Henry. Mrs. Henry has passed away and your office requested additional documentation to process the claim. A copy of your letter to Josephina Preuit is enclosed for your convenience.

Enclosed with this letter please find:

1. 3 separate notarized statements of "Authorization for Agent to Collect Excess Proceeds" duly executed by Josefina Preuit, Lawrence Henry and Burns Henry, III.

2. A Certified Death Certificate for Dorothy R. Henry.

Acting as the agent on behalf of the claimants, following the death of Mrs. Dorothy Henry, I am requesting the County of Riverside please make the check payable to: Josephina Preuit, Lawrence B. Henry and Burns Henry III.

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Please mail the check (and return the Certified Death Certificate) directly to:

Ms. Josefina Preuit
81953 Avenida Las Ramblas
Indio, CA 92203.

I declare under penalty of perjury that the foregoing is true and correct. Executed this 6th day of September, 2016 at Rancho Mirage, County of Riverside, State of California.

Your courtesy and assistance are greatly appreciated.
Thank you,

SIMON A. HOUSMAN

cc: Josefina Preuit

Enclosures as stated

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DOROTHY R. HENRY REVOCABLE TRUST
(As Amended and Restated)

The following constitutes an Amendment and Restatement of the Dorothy R. Henry Revocable Trust dated March 5, 1991. The differences between the following Amendment and Restatement and the original Dorothy R. Henry Revocable Trust dated March 5, 1991, and any amendments thereto, constitute the amendments to the Dorothy R. Henry Revocable Trust.

DOROTHY R. HENRY, as Trustor of the DOROTHY R. HENRY REVOCABLE TRUST dated March 5, 1991, pursuant to paragraph 3.3, subparagraph 3.3.2, hereby amends and restates said trust as follows.

The Trustee shall pay to or apply for the benefit of the Trustor all the net income of the trust estate, or such portion thereof as the Trustor may direct from time to time, in quarterly or more frequent installments. Any net income not distributed to the Trustor pursuant to directions by the Trustor shall be added to principal at such time or times as the Trustee shall deem advisable.

At any time the Trustor may direct the Trustee to distribute such additional sums, from the principal of the trust, up to the whole thereof, as the Trustor may desire, from time to time. In addition, if the Trustee determines that the net income of the trust estate is insufficient to provide for the Trustor's proper health, education, support or maintenance, comfort and welfare in accordance with the standard of living the Trustor enjoys, the Trustee may pay such additional sums, up to the whole of the principal thereof, to the Trustor or for the Trustor's benefit as is reasonable in the Trustee's

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discretion for these purposes. The Trustee shall not be required to inquire into other sources of income, support and the like available to the Trustor.

If at any time the Trustor is determined to be substantially unable to manage her own financial resources or resist fraud or undue influence, as determined by the Trustor's regular physician, a Court of competent jurisdiction or at the Trustor's written request, payments which the Trustee heretofore has made to the Trustor shall be applied for the Trustor's benefit and the Trustee may make payments directly for the benefit of the Trustor to providers of services and goods, as well as to the creditors of the Trustor the same as a conservator of the estate of the Trustor would be authorized to pay. In addition, the Trustee (and any successor), is authorized to continue any gift program which the Trustor had previously commenced to make use of the federal gift tax annual exclusion. Such gifts may be made outright or in trust. If a conservator of the estate of the Trustor is appointed, the Trustee shall take into account any payments made for the Trustor's benefit by the conservator, and the Trustee may pay to the conservator of the Trustor in lieu of paying for the Trustor's benefit.

On the death of the Trustor, the Trustee may pay from the income and from the principal of this trust, last illness expenses, funeral expenses, estate and inheritance taxes, accounting and attorney's fees and such other expenses as are usual and customary to be paid on behalf of the estate of a deceased person.

Trustor may make a list of specific bequests of tangible personal property in the nature of jewelry, furniture, furnishings or personal effects, to any individual or individuals or entity that she may wish. Such list shall specifically refer to this paragraph, shall be signed by the Trustor

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and shall be delivered to the Trustee. Any such list shall constitute an amendment of the trust as to those items, and the Trustee shall distribute such bequests as the list may provide.

The rest, residue and remainder of this trust, after the Trustor's death and after paying the expenses outlined in the preceding paragraph, shall be distributed as follows:

A. Ten Thousand ($10,000.00) Dollars to Trustor's son, RICHARD CHARLY HAVERICK, provided he survives the Trustor by thirty (30) days.

B. The remainder of the trust estate shall be distributed equally among Trustor's daughter, JOSEFINA ROBERDS PREUIT, and Trustor's sons, LAWRENCE BURNS HENRY and BURNS HENRY III, provided they survive the Trustor by thirty (30) days. Should JOSEFINA ROBERDS PREUIT, LAWRENCE BURNS HENRY or BURNS HENRY III predecease the Trustor or fail to survive the Trustor by thirty (30) days, then the share of said child so dying shall be distributed equally among his or her then living issue by right of representation. Should there be no living issue of Trustor's deceased child, then Trustor's surviving children, or their issue if deceased, shall share equally in that deceased child's share.

The initial Trustee of this trust shall be DOROTHY R. HENRY. Upon the death, resignation or inability to act of DOROTHY R. HENRY, then Trustor's daughter, JOSEFINA ROBERDS PREUIT, and Trustor's sons, LAWRENCE BURNS HENRY and BURNS HENRY III, shall act as Successor Co-Trustees, or the survivor of them as Co-Trustees, or sole Trustee. No bond shall be required of any Trustee named herein.

In the event that any Trustee herein is determined, by that Trustee's regular physician, to be substantially unable to manage financial resources or resist fraud or undue influence and it is

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further determined that the Trustee is unlikely to regain this capacity in the very near future, or is determined by a court of competent jurisdiction to be substantially unable to manage financial resources or resist fraud or undue influence, then that Trustee shall be automatically removed as Trustee hereof. A letter from that Trustee's regular physician stating these facts shall be prima facia evidence sufficient for removal.

The Trustor may, at any time, revoke this instrument in whole or in part, by a written instrument directed to the Trustee. If the Trustor revokes this instrument, the Trustee shall deliver all of the assets of the trust to the Trustor within a reasonable period of time after finishing up any remaining business of the trust, including accounting, tax return preparation and the like. The Trustee shall be entitled to a receipt for assets distributed and shall be entitled to retain sufficient assets to reasonably secure payment of liabilities the Trustee has lawfully incurred in administering the trust, including Trustee's fees that have been earned, unless the Trustor shall provide reasonable indemnity to the Trustee against loss or expense.

The Trustor may, at any time, amend any terms of this Trust by written instrument directed to the Trustee, and signed by the Trustor. No amendment shall substantially increase the Trustee's duties or liabilities or change the Trustee's compensation without the Trustee's consent. In the event an amendment is delivered to the Trustee which the Trustee considers substantially to increase the Trustee's duties or liabilities or change the Trustee's compensation to which the Trustee does not consent, the Trustee may elect to treat the amendment to the trust as unacceptable to the Trustee and may resign forthwith without incurring liability therefor. In the event the Trustee resigns as a result or refusal to accept such an amendment, the Trustor shall pay to the Trustee any sums due

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and shall indemnify the Trustee against the liability the Trustee has lawfully incurred in administering the trust.

Probate Code Sections 17000 et seq., or any successor or substitute provisions of that code authorizing optional probate court jurisdiction over a living trust hereby are made expressly applicable to this trust and may be invoked by any person having an interest in this trust, including the Trustor, any beneficiary of the trust whose interest has become a present interest, any current Trustee of the trust, any person entitled to become a current Trustee of the trust as well as any conservator of the person or estate of the Trustor.

To carry out the provisions of this trust, or any trust under this instrument, subject to any limitations stated elsewhere in this trust, the Trustees are vested, without necessity of application to any Court, with the powers listed below as well as any powers conferred by law. The enumeration of certain powers in this trust shall not limit the Trustees' powers. The Trustees shall have all the rights, powers, and privileges that an absolute owner of the same property would have, subject to the Trustees' fiduciary obligations and to any limitations stated elsewhere in this trust.

The Trustee may, in the Trustee's discretion, invest and reinvest trust funds in every kind of property (real, personal, or mixed) and every kind of investment, specifically including, but not limited to, corporate obligations of every kind; preferred or common stocks; shares of investment trusts, investment companies and mutual funds; life insurance policies; notes, real estate, bonds, debentures, mortgages, deeds of trusts, mortgage participations, money market funds and index funds appropriate under the then-prevailing circumstances (specifically including, but not limited to, the factors set out in Probate Code Section 16047(c)):

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(1) General economic conditions.

(2) The possible effect of inflation or deflation.

(3) The expected tax consequences of investment decisions or strategies.

(4) The role that each investment or course of action plays within the overall trust portfolio.

(5) The expected total return from income and the appreciation of capital.

(6) Other resources of the beneficiaries known to the Trustee as determined from information provided by the beneficiaries.

(7) Needs for liquidity, regularity of income, and preservation or appreciation of capital.

(8) An asset's special relationship or special value, if any, to the purposes of the trust or to one or more of the beneficiaries.

In so doing, the Trustee shall exercise care, skill, and caution to attain the Trustor's goals under this instrument. The Trustee shall consider individual investments as part of an overall investment strategy having risk and return objectives reasonably suited to the purposes of the trust. The Trustee's investments may include stock in, or any common trust fund administered by, the Trustee or stock in any equity owned by the Trustee or that owns the Trustee.

In addition, the Trustees shall also have the following powers:

A. To continue to hold any property, including shares of the stock of any Trustee under this Trust, and to operate at the risk of the trust estate any business received or acquired under the trust by the Trustee as long as the Trustee shall deem advisable.

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Trustee without further investigation and without incurring any liability to any person claiming or having an interest in the trust, except where a Successor Trustee has knowledge of an impropriety or discrepancy committed by a prior Trustee, in which case the Successor Trustee's duty shall be limited to notifying the beneficiaries of the trust of said discrepancy or impropriety.

The Trustee shall be entitled to pay reasonable compensation to his or herself from time to time without prior Court order. The Trustee shall be entitled to reimburse his or herself for any expenses incurred by himself on behalf of the trust estate.

If any beneficiary under this Declaration of Trust, either alone or with other persons or entities, shall in any manner directly or indirectly contest, attack, thwart, or otherwise seek to impair or invalidate any part or provision of the "Trustors' Estate Plan", then any share or interest under this trust instrument set aside for that beneficiary is revoked and shall be disposed of in the same manner as if the contesting beneficiary, as provided in this instrument, had predeceased the Trustor, without issue.

For the purpose of construing this no-contest clause, the term "Trustor's Estate plan" shall include:

1. The Trustor's Will dated Oct. 15, 2025, and all codicils thereto.

2. The Dorothy R. Henry Revocable Trust dated March 5, 1991, As Amended and Restated, and all amendments thereto.

The terms "contest", "attack", "thwart" and "impair", when used in connection with conduct described in this no-contest clause, shall include but are not limited to any conduct aimed against the Trustor's Estate Plan, the Trustor's Estate, the Trust estate under this Declaration of

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Trust, or any assets subject to the Trustor's Estate Plan based on and including but not limited to any of the following theories:

1. A constructive trust theory;

2. Lack of capacity, undue influence, mistake, duress, or fraud;

3. Any alleged oral or written agreement that the Trustor(s) agreed to bequeath or give anything to any person or entity ("claimant") claiming such oral or written agreement. This provision shall apply to any personal service agreement alleged by claimant and also to any alleged agreement where the claimant alleges "detrimental reliance" on the Trustor's representations or lack thereof, provide a basis for an agreement by equitable "estoppel";

4. An action in Quantum Meruit;

5. A claim to any property alleged by the personal representative of the Trustor's probate estate or the Trustee of this Trust to belong to the Trustor's probate estate or this Trust;

6. The filing of a Creditor's Claim or prosecution of an action based upon it, (if the Creditor's Claim has been rejected by the Trustor's personal representative or Trustee of any trust created under this document).

7. Any action or proceeding to determine the character of property.

8. A petition for settlement or compromise concerning the terms of this trust instrument.

9. Any action seeking to invalidate or rescind any lifetime gift made by the Trustor;

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10. In any other way, contest, thwart, or seek to impair any provision of the Trustor's Estate Plan.

The Trustee is authorized to defend, at the expense of the trust, any contest or attack on the Trustor's Estate Plan.

If any provision of this "No-Contest Clause" is found to be unenforceable by any court of competent jurisdiction, the remaining provisions of this paragraph shall be deemed severable from such unenforceable provision, and the remaining provisions shall be given full force and effect.

I certify that I have read the foregoing Declaration of Trust and that it correctly states the terms and conditions under which the trust estate is to be held, managed and disposed of by the Trustee. I approve the Declaration of Trust in all particulars and request the Trustee to accept it.

Executed this 15th day of Oct., 2008, at Palm Springs, California.

Dorothy R. Henry

DOROTHY R. HENRY, Trustor

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STATE OF CALIFORNIA)
) ss.
COUNTY OF RIVERSIDE)

On October 15, 2008, before me, MARYANNE KREIZINGER-BROWN, Notary Public, personally appeared DOROTHY R. HENRY who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public

(SEAL)

MARYANNE KREIZINGER-BROWN
Commission # 1529938
Notary Public - California
Riverside County
My Comm. Expires Dec 9, 2008

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I, DOROTHY R. HENRY, have read the foregoing Dorothy R. Henry Revocable Trust, As Amended and Restated. I accept and agree to be bound by the terms and conditions thereof and accept my appointment as Trustee thereof.

Executed this 15th day of Oct 2008, at Palm Springs, California.

Dorothy R. Henry

DOROTHY R. HENRY, Trustee

STATE OF CALIFORNIA)
) ss.
COUNTY OF RIVERSIDE)

On October 15, 2008, before me, MARYANNE KREIZINGER-BROWN, Notary Public, personally appeared DOROTHY R. HENRY who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public

(SEAL)

MARYANNE KREIZINGER-BROWN
Commission # 1529938
Notary Public - California
Riverside County
My Comm. Expires Dec 9, 2008

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FIRST AMENDMENT

TO THE

AMENDMENT AND RESTATEMENT

OF THE

DOROTHY R. HENRY REVOCABLE TRUST

DATED MARCH 5, 1991

Dorothy R. Henry, as Trustor, Grantor and Settlor ("Trustor") as well as Trustee ("Trustee") executed **The Dorothy R. Henry Revocable Trust, Dated March 5, 1991** ("Trust") which was amended and restated herein by the Amendment and Restatement executed by Dorothy R. Henry, as Trustor and Trustee, on October 15, 2008 ("Restated Trust Agreement"). Trustor and Trustee now executes the First Amendment to the **Amendment and Restatement of The Dorothy R. Henry Revocable Trust, Dated March 5, 1991** ("First Amendment to Restated Trust Agreement") immediately prior to the execution of the First Codicil to her Will on this same date.

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The Law Offices of Mark J. McGowan, P.C., 72-630 Fred Waring, Suite 201, Palm Desert, California 92260
(760) 340-3332, fax (760) 340-3339, Stanford.law@verizon.net, www.lawyers.com/integrity

Pursuant to California law and the terms of the Restated Trust Agreement, including the second unnumbered Paragraph on page 4, the Restated Trust Agreement is hereby amended as follows:

FIRST: Subparagraph A of the first unnumbered paragraph on page 3 of the Restated Trust Agreement is hereby deleted and the following is added in lieu thereof:

> "A. 1) The lesser of Ten Thousand Dollars ($10,000) or two percent (2%) of the Trust estate to Trustor's son, RICHARD CHARLY HAVERICK, provided he survives the Trustor by thirty (30) days."
>
> 2) The lesser of Ten Thousand Dollars ($10,000) or two percent (2%) of the Trust estate to each of Trustor's grandchildren (Trustor knowingly refrains from including great-grandchildren in this bequest set), currently:
>
> JOSEPH M. GRIFFIN, born 6/16/1977;
>
> AMY M. GRIFFIN ATCHLEY, born 6/1/1979;
>
> JENNIFER R. HENRY, born 11/27/1992;
>
> REBECCA M. HENRY, born 11/19/1995;
>
> JAMES L. HENRY, born 8/13/1998.
>
> 3) The lesser of Twenty Five Thousand Dollars ($25,000) or five percent (5%) of the Trust estate to Trustor's son, BURNS HENRY III.
>
> 4) The Pearl Bracelet with tiny Gold Sapphires (originally to Trustor from Burns) – currently in Amy M. Griffin Atchley's possession – now Amy's outright.
>
> 5) The large "tear drop" yellow topaz stone (originally from Burn's maternal grandmother, Josephine Hall Irvine) – currently in Lisa's possession – now Lisa's outright.
>
> 6) Unless already awarded inter-vivos, the lesser of Forty Thousand Dollars ($40,000) or 8% of the Trust estate respectively to

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Received 6-15-14

~~REBECCA M. HENRY~~ and JAMES L. HENRY each upon graduating from high school.

SECOND: The following paragraph is added as an additional paragraph immediately following the first unnumbered paragraph on page 13 of the Restated Trust Agreement as follows:

> "Trustor directs that for any professional (e.g. legal or financial) counsel or services Successor Trustees are to seek the services of Mark J. McGowan, Esquire, who is familiar with her affairs and wishes."

Anyone who contests the validity or terms of my Restated Trust Agreement or this First Amendment thereto shall be disinherited, taking nothing.

In the event there is a conflict between the above provisions and any other preceding language within the Restated Trust Agreement, the terms and conditions of the above provisions shall prevail.

In all other respects, Trustor confirms the Restated Trust Agreement, reserving the right to further amend or to revoke the same and this First Amendment thereto.

IN WITNESS WHEREOF, Trustor has signed this First Amendment this 27 day of May 2014.

Dorothy R. Henry

Dorothy R. Henry, Trustor and Trustee

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STATE OF CALIFORNIA)
) ss.
COUNTY OF RIVERSIDE)

On May 20, 2014, before me, **Mark J. McGowan**, a Notary Public, personally appeared **Dorothy R. Henry**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument, the person executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

MARK J. MCGOWAN
COMM. # 2045002
NOTARY PUBLIC - CALIFORNIA
RIVERSIDE COUNTY
COMM. EXPIRES NOV. 8, 2017

Mark J. McGowan, Notary Public

Attachment: A. EP 203-142 Claim_Housman (2429 : EP 203-142)

SCHEDULE A

While it is our intention that virtually all of our assets flow through the Trust for distribution, we herein make reference to some of the more significant assets to best assure their inclusion in our Trust, such reference in no way intended to be comprehensive. Such assets include, but are not limited to, the following:

1. My residence and all household furniture, furnishings and fixtures, located at 36291 Royal Sage Court, Palm Desert, CA 92211 (APN: 676-261-045);

2. One one-half (1/2) interest in the commercial building and real property located at 79390 Highway 111, La Quinta, CA 92253 (APN: 600-390-001-3);

3. My sixty-one percent (61%) interest in the commercial building and real property located at 26030 Acero Street, Mission Viejo, CA 92691 (APN: 809-613-16);

4. My 2.4% ownership interest in Bahia View Condominiums, LLC;

5. My UBS Resource Management Account No.

6. My UBS Resource Management Account No.

7. My FirstBank Premier Checking Account No.

8. My Forethought Life Insurance Policy No.

9. My Forethought Life Insurance Policy No.

10. My Forethought Life Insurance Policy No.

11. My Americo Life Insurance Policy No.

12. My 2005 Jaguar automobile;

13. My paintings and artwork;

14. My valuable silverware and china; and

///

///

Attachment: A. EP 203-142 Claim_Housman (2429 : EP 203-142)

15. My antique jewelry, as detailed in the attached jewelry list hereby incorporated by reference.

Dorothy R. Henry

Dorothy R. Henry, Trustor and Trustee

May 22, 2014

Date

STATE OF CALIFORNIA)
) ss.
COUNTY OF RIVERSIDE)

On May 20, 2014, before me, **Mark J. McGowan**, Notary Public, personally appeared **Dorothy R. Henry**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

MARK J. MCGOWAN
COMM. # 2045002
NOTARY PUBLIC - CALIFORNIA
RIVERSIDE COUNTY
COMM. EXPIRES NOV. 8, 2017

Mark J. McGowan, Notary Public

Attachment: A. EP 203-142 Claim_Housman (2429 : EP 203-142)

United Title Company
1400 E. Cooley Drive #100
Colton, Ca 92324
Phone: (909) 370-3500 Fax: (909) 370-1245

June 7, 2008

DOROTHY HENRY
36291 ROYAL SAGE COURT
PALM DESERT, CA 92211

Re: Your No.:
Our No.: 50820240-67
Policy No.: 50820240

We enclose herewith the requested title insurance policy in connection with the above referenced transaction.

We appreciate the opportunity to have been of service to you. Should you have any questions regarding this transaction, please do not hesitate to contact our office.

Lori Northcutt

Lori Northcutt
Title Officer

Attachment: A. EP 203-142 Claim_Housman (2429 : EP 203-142)

STANDARD COVERAGE POLICY OF TITLE INSURANCE

Issued by **United Capital Title Insurance Company**

LandAmerica United Capital

United Capital Title Insurance Company is a member of the LandAmerica family of title insurance underwriters.

POLICY NUMBER

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, UNITED CAPITAL TITLE INSURANCE COMPANY, a California corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of right of access to and from the land;

and in addition, as to an insured lender only:

5. The invalidity or unenforceability of the lien of the insured mortgage upon the title;
6. The priority of any lien or encumbrance over the lien of the insured mortgage, said mortgage being shown in Schedule B in the order of its priority;
7. The invalidity or unenforceability of any assignment of the insured mortgage, provided the assignment is shown in Schedule B, or the failure of the assignment shown in Schedule B to vest title to the insured mortgage in the named insured assignee free and clear of all liens.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title or the lien of the insured mortgage, as insured, but only to the extent provided in the Conditions and Stipulations.

IN WITNESS WHEREOF, UNITED CAPITAL TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, the Policy to become valid when countersigned by an authorized officer or agent of the Company.

UNITED CAPITAL TITLE INSURANCE COMPANY

Attest: Kenneth E. Ogren

Secretary

By: JM Smolar

President

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees OR expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulations (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
   (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
   (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
   (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
   (c) resulting in no loss or damage to the insured claimant;
   (d) attaching or created subsequent to Date of Policy; or
   (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

Attachment: A. EP 203-142 Claim_Housman (2429 : EP 203-142)

SCHEDULE A

OFFICE FILE NUMBER
FILE # 50820240-67

POLICY NUMBER

AMOUNT OF INSURANCE	PREMIUM	DATE OF POLICY
$243,000.00	$100.00	APRIL 29, 2008 AT 08:00 A.M.

1. NAME OF INSURED:

   DOROTHY HENRY, A WIDOW

2. THE ESTATE OR INTEREST IN THE LAND WHICH IS COVERED BY THIS POLICY IS:

   A FEE

3. TITLE TO THE ESTATE OR INTEREST IN THE LAND IS VESTED IN:

   L & D PROPERTIES, INC.

4. THE LAND REFERRED TO IN THIS POLICY IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF RIVERSIDE AND IS DESCRIBED AS FOLLOWS:

   LOTS 5 AND 31 IN BLOCK 2, IN ELSINORE LAKE GROVE TRACT, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 13, PAGES 16 AND 17 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED.

Attachment: A. EP 203-142 Claim_Housman (2429 : EP 203-142)

POLICY NUMBER: 50820240
FILE NUMBER: 50820240-67

SCHEDULE B
CLTA STANDARD COVERAGE

SCHEDULE B

EXCEPTIONS FROM COVERAGE

THIS POLICY DOES NOT INSURE AGAINST LOSS OR DAMAGE (AND THE COMPANY WILL NOT PAY COSTS, ATTORNEYS' FEES OR EXPENSES) WHICH ARISE BY REASON OF:

PART I

1. TAXES OR ASSESSMENTS WHICH ARE NOT SHOWN AS EXISTING LIENS BY THE RECORDS OF ANY TAXING AUTHORITY THAT LEVIES TAXES OR ASSESSMENTS ON REAL PROPERTY OR BY THE PUBLIC RECORDS. PROCEEDINGS BY A PUBLIC AGENCY WHICH MAY RESULT IN TAXES OR ASSESSMENTS, OR NOTICES OF SUCH PROCEEDINGS, WHETHER OR NOT SHOWN BY THE RECORDS OF SUCH AGENCY OR BY THE PUBLIC RECORDS.

2. ANY FACTS, RIGHTS, INTERESTS OR CLAIMS WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS BUT WHICH COULD BE ASCERTAINED BY AN INSPECTION OF THE LAND OR WHICH MAY BE ASSERTED BY PERSONS IN POSSESSION THEREOF.

3. EASEMENTS, LIENS OR ENCUMBRANCES, OR CLAIMS THEREOF, WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

4. DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGES IN AREA, ENCROACHMENTS, OR ANY OTHER FACTS WHICH A CORRECT SURVEY WOULD DISCLOSE, AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

5. (A) UNPATENTED MINING CLAIMS; (B) RESERVATIONS OR EXCEPTIONS IN PATENTS OR IN ACTS AUTHORIZING THE ISSUANCE THEREOF; (C) WATER RIGHTS, CLAIMS OR TITLE TO WATER, WHETHER OR NOT THE MATTERS EXCEPTED UNDER (A), (B), OR (C) ARE SHOWN BY THE PUBLIC RECORDS.

Attachment: A. EP 203-142 Claim_Housman (2429 : EP 203-142)

POLICY NUMBER: 50820240
FILE NUMBER: 50820240-67

SCHEDULE B
CLTA

SCHEDULE B

PART II

1. PROPERTY TAXES, INCLUDING ANY ASSESSMENTS COLLECTED WITH TAXES, TO BE LEVIED FOR THE FISCAL YEAR 2008-2009 WHICH ARE A LIEN NOT YET PAYABLE.

2. THE LIEN OF SUPPLEMENTAL TAXES, IF ANY, ASSESSED PURSUANT TO THE PROVISIONS OF CHAPTER 3.5 (COMMENCING WITH SECTION 75) OF THE REVENUE AND TAXATION CODE OF THE STATE OF CALIFORNIA.

   ASSESSMENTS, IF ANY, FOR COMMUNITY FACILITY DISTRICT AFFECTING SAID LAND WHICH MAY EXIST BY VIRTUE OF ASSESSMENT MAPS OR NOTICES FILED BY SAID DISTRICTS.

3. WATER RIGHTS, CLAIMS OR TITLE TO WATER, WHETHER OR NOT SHOWN BY THE PUBLIC RECORDS.

4. AN EASEMENT FOR THE PURPOSES SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AFFECTING A PORTION OF SAID LAND AS SHOWN OR AS OFFERED FOR DEDICATION ON THE RECORDED MAP SHOWN BELOW.

MAP OF:	SAID TRACT
RECORDED:	NONE SHOWN
EASEMENT	
PURPOSE:	PUBLIC UTILITIES

   REFERENCE IS MADE TO SAID RECORDED MAP FOR FULL PARTICULARS.

5. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT

GRANTED TO:	SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION AND GENERAL TELEPHONE COMPANY OF CALIFORNIA (NO REPRESENTATION IS MADE AS TO THE PRESENT OWNERSHIP OF SAID EASEMENT)
PURPOSE:	PUBLIC UTILITIES
RECORDED:	JUNE 1, 1970 AS INSTRUMENT NO. 51300 OF OFFICIAL RECORDS
AFFECTS:	THAT PORTION OF SAID LAND DESCRIBED THEREIN. REFERENCE IS MADE TO SAID DOCUMENT FOR FULL PARTICULARS.

Attachment: A. EP 203-142 Claim_Housman (2429 : EP 203-142)

POLICY NUMBER: 50820240
FILE NUMBER: 50820240-67

6. A DEED OF TRUST TO SECURE AN INDEBTEDNESS IN THE ORIGINAL AMOUNT SHOWN BELOW

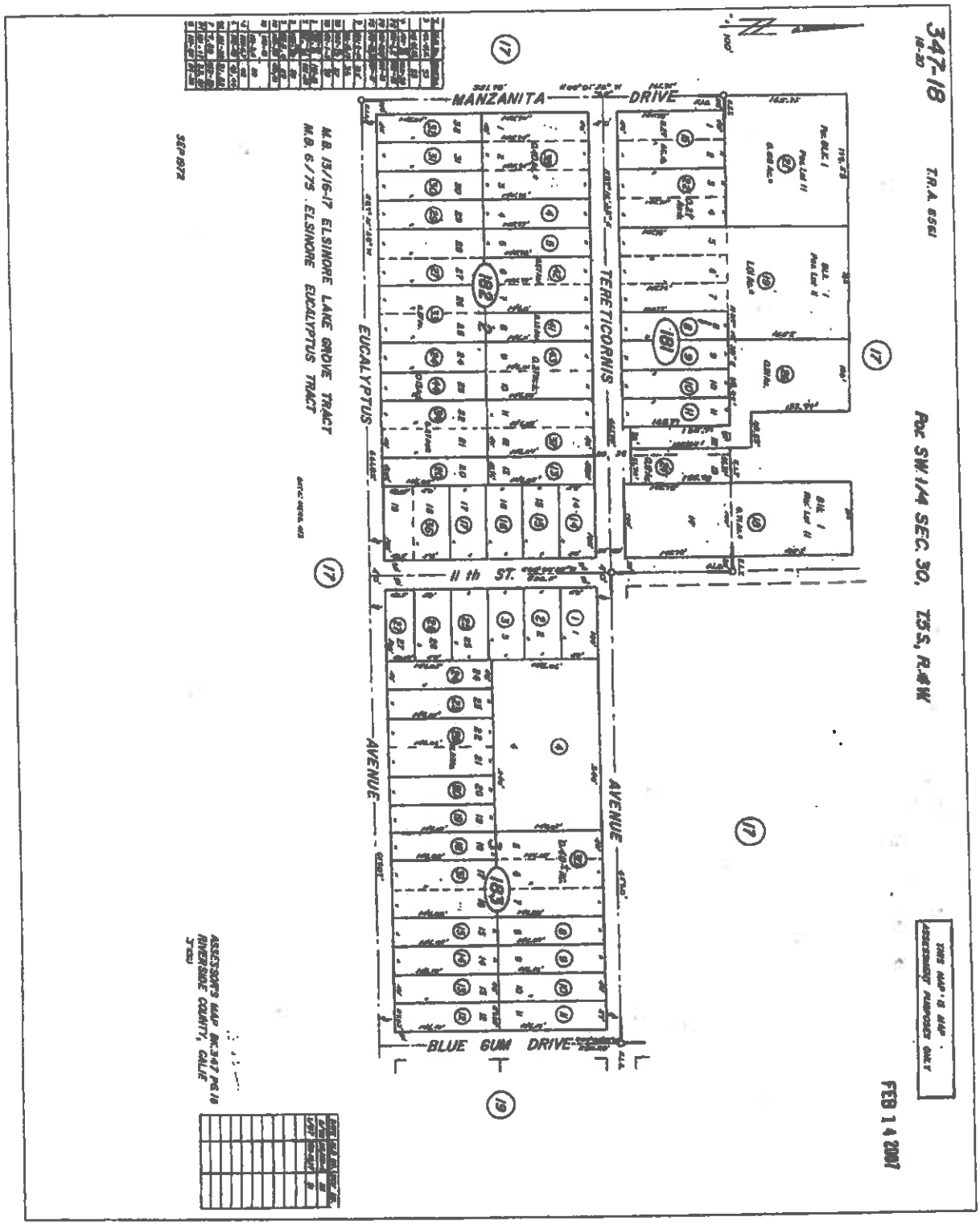
AMOUNT:	$243,000.00
DATED:	APRIL 23, 2008
TRUSTOR:	L & D PROPERTIES, INC.
TRUSTEE:	WESTCOE REALTORS, INC., A CALIFORNIA CORPORATION
BENEFICIARY:	DOROTHY HENRY, A WIDOW
ORIG. LOAN NO:	
RECORDED:	APRIL 29, 2008 AS INSTRUMENT NO. 08-217567 OF OFFICIAL RECORDS.

UNITED TITLE COMPANY AS AUTHORIZED AGENT FOR UNITED CAPITAL TITLE INSURANCE COMPANY

BY JM Smolar
AUTHORIZED SIGNATORY

Attachment: A. EP 203-142 Claim_Housman (2429 : EP 203-142)

POLICY NUMBER: 50820240
FILE NUMBER: 50820240-67



Attachment: A. EP 203-142 Claim_Housman (2429 : EP 203-142)

This map is not a survey. It's merely a convenience to juxtapose the land to adjoining streets and other lands and not to guarantee any dimension, bearings, or acreage.

SIMON A. HOUSMAN
ATTORNEY AT LAW

69730 Highway 111, Suite 200
Rancho Mirage CA 92270
(760) 328-7995 Fax: (760) 328-4985
simonhousmanlaw@earthlink.net

Admitted to the Bar
California
New York
New Jersey

October 28, 2015

Don Kent, Treasurer-Tax Collector
County Administrative Center
4080 Lemon Street, P.O. Box 12005
Riverside CA 92502-2205

Re: Excess Proceeds from Sale of Tax Defaulted Property

Assessment No.:	347182005-2 Item 142
Situs Address:	
Assessee:	L&D Properties, Inc.
Date Sold:	May 5, 2015
Deed Of Trust No.:	2008-0217567
Deed Of Trust Date:	April 29, 2008
Claimant:	Dorothy Henry, a Widow

Dear Mr. Kent:

This office represents Mrs. Dorothy Henry, a widow and the beneficiary under the above-referenced Deed Of Trust.

Enclosed with this letter please find:

1. Claim for Excess Proceeds from the Sale of Tax Defaulted Property.
2. Notice of Excess Proceeds from Sale of Tax Defaulted Property.
3. A copy of the Deed of Trust recorded as Doc. No. 2008-0217567.
4. A copy of the Original Promissory Note.
5. A copy of the Title Insurance Policy identifying the priority of the deed of Trust as a First Deed of Trust Lien against the property.

This loan was cross-collateralized by two lots. The property which was sold was one of the lots securing the debt.

The original principal amount of the loan was $243,000.00. Interest accruing on the property through June 29, 2012 was in the amount of $99,511.00. Of that amount only the sum of $31,500.00 interest was paid for total interest owed of $68,011.00. The total balance of Principal and Interest

Attachment: A. EP 203-142 Claim_Housman (2429 : EP 203-142)

due as of June 29, 2012 was $311,011.00. Thereafter interest accrued at 10% per annum. The total principal and interest due as of May 5, 2015 was $401,722.54.

I declare under penalty of perjury that the foregoing is true and correct. Executed this 26th day of October at Rancho Mirage, County of Riverside, State of California.

SIMON A. HOUSMAN

SAH:jlc

cc: Client

Attachment: A. EP 203-142 Claim_Housman (2429 : EP 203-142)



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

EP 203-142
Dorothy Henry
C/O Simon A. Housman, Esq.
69730 Highway 111, Suite 200
Rancho Mirage, CA 92270

9590 9401 0074 5168 3661 39

2. Article Number (Transfer from service label)

7015 0640 0006 1626 8705

PS Form 3811, April 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DE

A. Signature

X

B. Received by (Printed Name) JENNIE OLAGA

C. Date 8/11/

D. Is delivery address different from item 1? If YES, enter delivery address below:

3. Service Type
- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over $500)
- ☐ Priority Mail E
- ☐ Registered Ma
- ☐ Registered Ma Delivery
- ☐ Return Receip Merchandise
- ☐ Signature Con
- ☐ Signature Con Restricted Del

Domestic Return

August 10, 2016

Dorothy Henry
C/O Simon A. Housman, Esq.
69730 Highway 111, Suite 200
Rancho Mirage, CA 92270

Re: APN: 347182005-2
TC 203 Item 142
Date of Sale: May 5, 2015

To Whom It May Concern:

This office is in receipt of your claim for excess proceeds from the above-mentioned tax sale. The documentation you have provided is insufficient to establish your claim.

Please submit the necessary proof to establish your right to claim the excess proceeds. The document(s) listed below may assist the Tax Collector in making the determination.

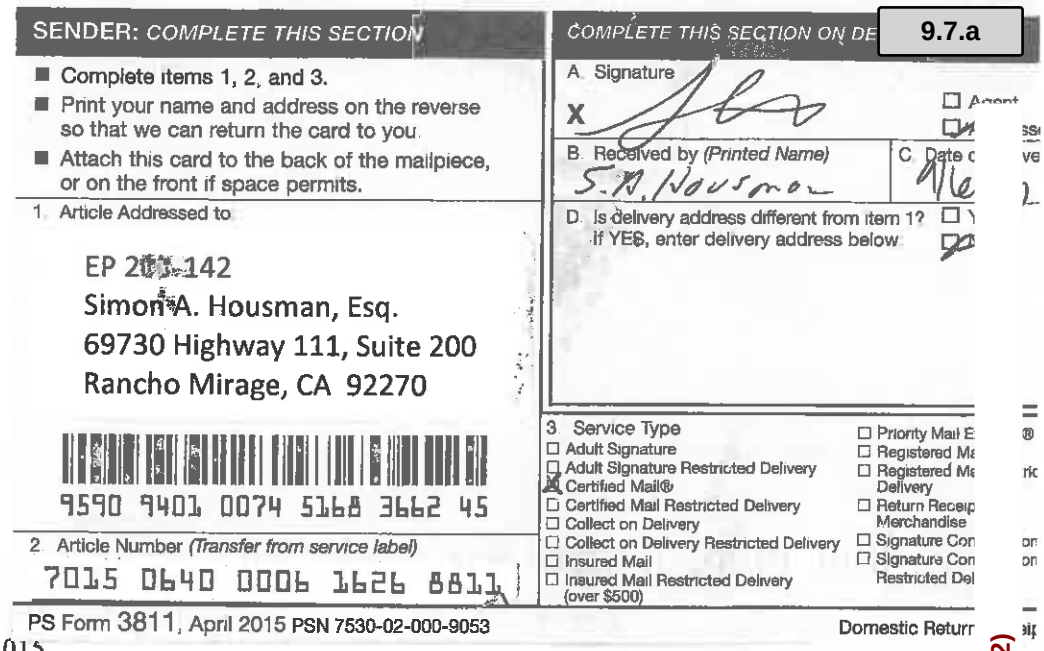
___ Notarized Affidavit for Collection of Personal Property under California Probate Code 13100
___ Notarized Statement of different/misspelled
_X_ **Notarized Statement Giving Authorization to Simon A. Housman, Esq.to claim on behalf of Dorothy Henry (Please see attached form)**
___ Certified Death Certificate for
___ Copy of Birth Certificates for
___ Copy of Marriage Certificate for
___ Original Note/Payment Book
___ Updated Statement of Monies Owed (as of date of tax sale)
___ Articles of Incorporation (if applicable Statement by Domestic Stock)
___ Court Order Appointing Administrator
___ Deed (Quitclaim/Grant etc...)
___ Other –

Please send in all documents within 30 days (September 9, 2016). If you should have any questions, please contact me at the number listed below.

Sincerely,

Jennifer Pazicni
Tax Sale Operations Unit
(951) 955-3336
(951) 955-3990 Fax
jpazicni@RivCoTTC.org

Attachment: A. EP 203-142 Claim_Housman (2429 : EP 203-142)


SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to

EP 203-142
Simon A. Housman, Esq.
69730 Highway 111, Suite 200
Rancho Mirage, CA 92270

9590 9401 0074 5168 3662 45

2. Article Number (Transfer from service label)
7015 0640 0006 1626 8811

COMPLETE THIS SECTION ON DE

A. Signature
X

B. Received by (Printed Name) S.A. Housman C. Date

D. Is delivery address different from item 1? If YES, enter delivery address below

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over $500)
☐ Priority Mail E
☐ Registered Ma
☐ Registered Ma Delivery
☐ Return Receip Merchandise
☐ Signature Con
☐ Signature Con Restricted Del

PS Form 3811, April 2015 PSN 7530-02-000-9053 Domestic Return

September 1, 2016

Simon A. Housman, Esq.
69730 Highway 111, Suite 200
Rancho Mirage, CA 92270

Re: APN: 347182005-2
TC 203 Item 142
Date of Sale: May 5, 2015

To Whom It May Concern:

This office is in receipt of your claim for excess proceeds from the above-mentioned tax sale. The documentation you have provided is insufficient to establish your claim.

Please submit the necessary proof to establish your right to claim the excess proceeds. The document(s) listed below may assist the Tax Collector in making the determination.

___ Notarized Affidavit for Collection of Personal Property under California Probate Code 13100
___ Notarized Statement of different/misspelled
_X_ Notarized Statement Giving Authorization to Simon A. Housman, Esq.to claim on behalf of Josefina Roberds Preuit, Lawrence Burns Henry and Burns Henry III (Please see attached form)
_X_ Certified Death Certificate for Dorothy R. Henry.

___ Copy of Birth Certificates for
____Copy of Marriage Certificate for
____Original Note/Payment Book
____Updated Statement of Monies Owed (as of date of tax sale)
____Articles of Incorporation (if applicable Statement by Domestic Stock)
____Court Order Appointing Administrator
____Deed (Quitclaim/Grant etc...)
_X_ Other – Letter from Mr. Housman stating who he would like the check payable to.

Please send in all documents within 30 days (**October 3, 2016**). If you should have any questions, please contact me at the number listed below.

Sincerely,

Jennifer Pazicni
Tax Sale Operations Unit
(951) 955-3336
(951) 955-3990 Fax
jpazicni@RivCoTTC.org

Attachment: A. EP 203-142 Claim_Housman (2429 : EP 203-142)

Pazicni, Jennifer

From: Simon A Housman <SimonHousmanLaw@earthlink.net>
Sent: Monday, September 19, 2016 5:29 PM
To: Pazicni, Jennifer
Subject: Re: EP 203-142

Dear Ms. Pazicni:
This will confirm that the amount owed hsa not changed due to payments to or from any other person or entity. The total principal and interest owed through the date of sale remains: $401,722.54.

Your courtesy and assistance are greatly appreciated.
Thank you,
Simon A. Housman

On 9/19/2016 4:19 PM, Pazicni, Jennifer wrote:

> Good Afternoon-
>
> I received the documents that you have sent in, thank you, and I was working on your claim for Excess Proceeds in regards to Dorothy Henry. Since we are coming up to the 1 year mark since I received your initial claim, I need to verify that the amount owed has not changed due to payment of other. To do this, you may simply reply to my email stating the current amount still due and owing. If you are collecting interest, you may calculate interest in the total up until the date sold, May 5, 2015. Please let me know if you have any questions.
>
> Thank you,
>
> Jennifer Pazicni
> Riverside County Treasurer-Tax Collector's Office
> Tax Sale Operations/Excess Proceeds
> 951 955-3336
> jpazicni@RivCoTTC.org

Attachment: A. EP 203-142 Claim_Housman (2429 : EP 203-142)

EP 203-142

STATE OF CALIFORNIA
FRANCHISE TAX BOARD
COLLECTION ADVISORY TEAM, MS A-240
PO BOX 2952
SACRAMENTO CA 95812-2952

9.7.b

August 11, 2015

RECEIVED
2015 AUG 18 PM 2:04
RIVERSIDE COUNTY
TREAS-TAX COLLECTOR

In Reply Refer To:
624:DW:L&D PROPERTIES

CLAIM FOR EXCESS PROCEEDS

RIVERSIDE COUNTY TREASURER
ATT: DON KENT / EXCESS PROCEEDS
P O BOX 12005
RIVERSIDE CA 92502-2205

Assessement No. : 347182005-2
Assessee : L & D Prop Inc
FTB Account Number :

I, Deborah Barrett, am the Supervisor of the Collection Advisory Team of the State of California, Franchise Tax Board and am authorized to execute this claim on behalf of said Board.

The Franchise Tax Board hereby claims any or all of the excess proceeds resulting from the trustee sale or tax defaulted sale on May 5, 2015. Pursuant to Government Code Section 6103, State of California Franchise Tax Board is exempt from payment of any fee for processing this claim.

The claim is based on the fact that the Franchise Tax Board was a party in interest in the property at the time of sale and the following proof is submitted to establish rights to the excess proceeds:

A Certificate of Tax Due and Delinquency reflecting the current tax indebtedness of L & D Properties, Inc, Account Number

A perfected and enforceable state tax lien arose upon all real property of L & D Properties pursuant to Revenue and Taxation Code Section 19221.

The amount of the claim for the Franchise Tax Board is $2,930.90, as of May 5, 2015.

I declare under penalty of perjury that the foregoing and attached supporting documents are true and correct.

If you have any questions regarding this claim, contact Don West of this department at (916) 845-6793.

for Veronica Bay
Deborah Barrett, Supervisor
Collection Advisory Team

Attachment: B. EP 203-142 Claim_FTB (2429 : EP 203-142)

State of California
Franchise Tax Board

Certificate of Tax Due and Delinquency

Filed Pursuant to Part 10.2, Division 2, Revenue and Taxation Code

State of California)
)
County of Sacramento)

The Franchise Tax Board certifies that:

The taxpayer is delinquent in payment of tax, penalties, and interest imposed upon the taxpayer under the provisions of the California Revenue and Taxation Code.

The name of the taxpayer, the last known address, and the amount of tax, penalties, and interest with reference to which the taxpayer is delinquent are as follows:

L & D Properties, Inc.
P.O. Box 2310
Sun City, CA 92586

Tax Year	Tax	Penalties	Interest	Fees	Refunds	Payments	Total	
2010	$2,274.27	$3,569.12	$628.44	$89.00	$0.00	$0.00	$6,560.83	**
2009	$800.00	$234.98	$194.22	$13.00	$0.00	$0.00	$1,242.20	*
2008	$800.00	$249.55	$213.15	$426.00	$0.00	$0.00	$1,688.70	*
Total	**$3,874.27**	**$4,053.65**	**$1,035.81**	**$528.00**	**$0.00**	**$0.00**	**$9,491.73**	
						Total Liened	**$2,930.90**	*
						Total Unliened	**$6,560.83**	**

(*) Balances reflects the liabilities secured by a recorded or filed Notice of State Tax Lien as of the date of the trustee's sale May 5, 2015.
(**) Balance reflects the liability not secured by a recorded or filed Notice of State Tax Lien as of the date of this certificate. The current per diem on these liabilities is $0.54.

The following Notice of State Tax Lien have/has been recorded or filed:

Cert No. 11292629664 recorded in Riverside County on November 8, 2011, for the tax year 2009 under Instrument No. 2011-0497850.
Cert No. 10148663124 recorded in Riverside County on June 3, 2010, for the tax year 2008 under Instrument No. 2010-0254877

The taxpayer is indebted to the State of California in the above amount; no part of the indebtedness has been paid and the whole thereof is now due, owing and unpaid from the taxpayer to the State of California; the Franchise Tax Board has fully complied with all provisions of the Revenue and Taxation Code relating to the computation and levy of tax, penalties, and interest.

IN WITNESS WHEREOF the Franchise Tax Board has caused this Certificate to be executed in its name and on its behalf and its seal to be affixed by the undersigned, thereunto duly authorized.

August 11, 2015

FRANCHISE TAX BOARD
of the State of California

BY.....

Don West, Specialist
(916) 845-6793

Attachment: B. EP 203-142 Claim_FTB (2429 : EP 203-142)

STATE OF CALIFORNIA
FRANCHISE TAX BOARD
COLLECTION ADVISORY TEAM, M/S A-240
P. O. BOX 2952
SACRAMENTO CA 95812-2952

August 11, 2015

In reply refer to:
624:CAT:DW

RIVERSIDE COUNTY TREASURER
ATT: DON KENT / EXCESS PROCEEDS
P O BOX 12005
RIVERSIDE CA 92502-2205

Subject	:	ORDER TO WITHHOLD PERSONAL INCOME TAX
Assessment No.	:	347182005-2
Assessee	:	L & D Properties, Inc.

When the Franchise Tax Board receives a request for a claim to excess proceeds and there is an unpaid balance for California Personal Income Tax that is not secured by a recorded lien, this department may issue to the trustee an ORDER TO WITHHOLD PERSONAL INCOME TAX. Pursuant to Revenue and Taxation Code 18670(a), this order attaches to all credits, personal property or other things of value in your control belonging to L & D Properties, Inc. **This OTW is in addition and supplement to the Franchise Tax Board Claim For Surplus Funds**. When paying the Franchise Tax Board by check, it is essential that the FTB account number appear on the check. Referencing any other number will delay the processing of the check.

If you have any questions regarding this claim, please contact the undersigned.

Don West, Specialist
Collection Advisory Team
(916) 845-6793

Attachment: B. EP 203-142 Claim_FTB (2429 : EP 203-142)

STATE OF CALIFORNIA
Franchise Tax Board, M/S A-240
PO BOX 2952
SACRAMENTO CA 95812-2952
(916)845-6793

ORDER TO WITHHOLD PERSONAL INCOME TAX

PART 1 — RETAIN FOR YOUR RECORDS

Date: August 11, 2015

RIVERSIDE COUNTY TREASURER
ATT: DON KENT / EXCESS PROCEEDS
P O BOX 12005
RIVERSIDE CA 92502-2205

Case No.: 3016070000
Acct. No.: 3016070000
SSN:
Tax Year(s): 2010

Taxpayer's Name and Address:

L & D PROPERTIES, INC.
P.O. BOX 2310
SUN CITY, CA 92586

AMOUNT DUE
$ 6,560.38

We are issuing THIS ORDER TO WITHHOLD to enforce payment of an amount due for California Personal Income Tax. The taxpayer has not paid the amount due, shown above. (See reverse side for applicable sections of the California Revenue and Taxation Code.)

THIS ORDER ATTACHES TO ALL CREDITS, PERSONAL PROPERTY, OR OTHER THINGS OF VALUE IN YOUR POSSESSION OR UNDER YOUR CONTROL BELONGING TO THE TAXPAYER. THIS INCLUDES, BUT IS NOT LIMITED TO, PAYMENTS DUE THE TAXPAYER AS A RESULT OF THE TAX- DEFAULT SALE OF ASSESSMENT NO. 347182005-2 ON MAY 5, 2015. THIS ORDER PERTAINS TO A LIABILITY NOT CLAIMED HEREIN.

YOU ARE REQUIRED TO WITHHOLD the lesser of (1) the amount due shown above, or (2) the amount in your possession or under your control belonging to the taxpayer at the time you received this Order.

IN COMPLYING WITH THIS ORDER, WE REQUEST THAT YOU:

1. NOTIFY the taxpayer that you are withholding funds pursuant to the order by delivering PART 3 to the taxpayer as soon as possible.
2. RETAIN ANY FUNDS WITHHELD FOR 10 BUSINESS DAYS FROM THE DATE YOU RECEIVED THIS ORDER OR UNTIL THE DISTRIBUTION OF FUNDS HAVE BECOME FINAL, WHICHEVER IS LATER. AT THE END OF THE HOLDING PERIOD, REMIT ANY FUNDS WITHHELD UNLESS YOU HAVE RECEIVED A RELEASE FROM THIS DEPARTMENT. PLEASE INCLUDE A COPY OF THIS ORDER WITH YOUR REMITTANCE.
3. COMPLETE the questionnaire on PART 2. Please attach your remittance, if any, to that page and mail it to the Franchise Tax Board office shown at the top of this page (envelope enclosed).
4. ADVISE any interested parties to present claims to the Franchise Tax Board.
5. REFER to PART 2 if you possess or control any property other than cash, payments or credits belonging to the taxpayer.

Attachment: B. EP 203-142 Claim_FTB (2429 : EP 203-142)

EXCERPTS FROM CALIFORNIA REVENUE AND TAXATION CODE

18670. NOTICE TO WITHHOLD, HOW SERVED

(a) The Franchise Tax Board may by notice, served personally or by first-class mail, require any employer, person, officer or department of the state, political subdivision or agency of the state, including the Regents of the University of California, a city organized under a freeholders' charter, or a political body not a subdivision or agency of the state, having in their possession, or under their control, any credits or other personal property or other things of value, belonging to a taxpayer or to an employer or person who has failed to withhold and transmit amounts due pursuant to this article, to withhold, from the credits or other personal property or other things of value, the amount of any tax, interest, or penalties due from the taxpayer or the amount of any liability incurred by that employer or person for failure to withhold and transmit amounts due from a taxpayer under this part and to transmit the amount withheld to the Franchise Tax Board at the times that it may designate. However, in the case of a depository institution, as defined in Section 19(b) of the Federal Reserve Act (12 U.S.C.A. Sec. 461(b)(1) (A)), amounts due from a taxpayer under this part shall be transmitted to the Franchise Tax Board not less than 10 business days from receipt of the notice. To be effective, the notice shall state the amount due from the taxpayer and shall be delivered or mailed to the branch or office reported in information returns filed with the Franchise Tax Board, or the branch or office where the credits or other property is held, unless another branch or office is designated by the employer, person, officer or department of the state, political subdivision or agency of the state, including the Regents of the University of California, a city organized under a freeholders' charter or a political body not a subdivision or agency of the state.

(b) (1) At least 45 days before sending a notice to withhold to the address indicated on the information return, the Franchise Tax Board shall request a depository institution to do either of the following:

(A) Verify that the address on its information return is its designated address for receiving notices to withhold.

(B) Provide the Franchise Tax Board with a designated address for receiving notices to withhold.

(2) Once the depository institution has specified a designated address pursuant to paragraph (1), the Franchise Tax Board shall send all notices to that address unless the depository institution provides notification of another address. The Franchise Tax Board shall send all notices to withhold to a new designated address 30 days after notification.

(3) Failure to verify or provide a designated address within 30 days of receiving the request shall be deemed verification of the address on the information return as the depository institution's designated address.

(c) Any corporation or person failing to withhold the amounts due from any taxpayer and transmit them to the Franchise Tax Board after service of the notice shall be liable for those amounts. However, in the case of a depository institution, if a notice to withhold is mailed to the branch where the account is located or principal banking office, the depository institution shall be liable for a failure to withhold only to the extent that the accounts can be identified in information normally maintained at that location in the ordinary course of business.

18672. FAILURE TO WITHHOLD, LIABILITY

Any employer or person failing to withhold the amount due from any taxpayer and to transmit the same to the Franchise Tax Board after service of a notice pursuant to Section 18670 is liable for such amounts.

18674. WITHHOLD AGENT, MUST PAY WITHOUT RESORTING TO ACTION

(a) Any employer or person required to withhold and transmit any amount pursuant to this article shall comply with the requirement without resort to any legal or equitable action in a court of law or equity. Any employer or person paying to the Franchise Tax Board any amount required by it to be withheld is not liable therefor to the person from whom withheld unless the amount withheld is refunded to the withholding agent. However, if a depository institution, as defined in 12 U.S.C. Sec. 461(b)(1)(A) withholds and pays to the Franchise Tax Board pursuant to this article any moneys held in a deposit account in which the delinquent taxpayer and another person or persons have an interest, or in an account held in the name of a third party or parties in which the delinquent taxpayer is ultimately determined to have no interest, the depository institution paying those moneys to the Franchise Tax Board is not liable therefor to any of the persons who have an interest in the account, unless the amount withheld is refunded to the withholding agent.

(b) In the case of a deposit account or accounts for which this notice to withhold applies, the depository institution shall send a notice by first-class mail to each person named on the account or accounts included in the notice from the Franchise Tax Board, provided that a current address for each person is available to the institution. This notice shall inform each person as to the reason for the hold placed on the account or accounts, the amount subject to being withheld, and the date by which this amount is to be remitted to the Franchise Tax Board. An institution may assess the account or accounts of each person receiving this notice a reasonable service charge not to exceed three dollars ($3).

Attachment: B. EP 203-142 Claim_FTB (2429 : EP 203-142)

STATE OF CALIFORNIA
Franchise Tax Board, M/S A-240
PO BOX 2952
SACRAMENTO CA 95812-2952
(916)845-6793

ORDER TO WITHHOLD PERSONAL INCOME TAX

PART 2 — RETURN WITH PAYMENT

Date: August 11, 2015

RIVERSIDE COUNTY TREASURER
ATT: DON KENT / EXCESS PROCEEDS
P O BOX 12005
RIVERSIDE CA 92502-2205

Case No.:
Acct. No.:
SSN:
Tax Year(s): 2010

Taxpayer's Name and Address:

L & D PROPERTIES, INC.
P.O. BOX 2310
SUN CITY, CA 92586

AMOUNT DUE
$ 6,560.38

PLEASE COMPLETE THE QUESTIONNAIRE BELOW.

A. ☐ Payment of $_____ is attached.

Payment is not attached because (check one):

B. ☐ Account closed

C. ☐ Unable to locate account

D. ☐ No funds/nothing to report

E. ☐ Other (Please attach explanation.)

NOTICE:

If you possess or control any property other than cash or credits belonging to the taxpayer, (1) do NOT convert such property to cash as a result of this order, but provide us with a description of the property under your control and hold the property until you receive a release from this department. (2) If such property is sold for other reasons, remit the cash proceeds to this department.

Property other than cash may include, but is not limited to, stocks, bonds, stock options, stock rights, contents of safe deposit boxes, etc.

Contact this office at the address shown above if you are not sure how to proceed in special or unusual circumstances.

Attachment: B. EP 203-142 Claim_FTB (2429 : EP 203-142)

STATE OF CALIFORNIA
Franchise Tax Board, M/S A-240
PO BOX 2952
SACRAMENTO CA 95812-2952
(916)845-6793

ORDER TO WITHHOLD PERSONAL INCOME TAX

PART 3 — FURNISH TO TAXPAYER

Date: August 11, 2015

RIVERSIDE COUNTY TREASURER
ATT: DON KENT / EXCESS PROCEEDS
P O BOX 12005
RIVERSIDE CA 92502-2205

Case No.:
Acct. No.:
SSN:
Tax Year(s): 2010

Taxpayer's Name and Address:

L & D PROPERTIES, INC.
P.O. BOX 2310
SUN CITY, CA 92586

AMOUNT DUE
$ 6,560.38

The Franchise Tax Board has issued an ORDER TO WITHHOLD to the addressee shown above under authorization of Section 18670 of the California Revenue and Taxation Code to enforce payment of an amount due for California Personal Income Tax.

The addressee has been instructed to deduct and withhold the amount due, shown above, from any credits or payments of any nature due, owing, and unpaid to you. Such credits and payments include, but are not limited to, deposits in financial institutions, declared dividends, rents, royalties, deposits in vacation or holiday trust funds, Individual Retirement Accounts, Keogh Accounts and other personal property in the possession of or controlled by the addressee.

The amount withheld by the addressee will be paid to the Franchise Tax Board and applied to your account for the tax years noted above. You should determine the amount withheld by the addressee and, if it is less than the amount due, you should forward payment of the remaining unpaid balance immediately to avoid further collection action. Please make your check or money order payable to the FRANCHISE TAX BOARD, attach it to this notice, and mail it to the Franchise Tax Board office shown at the top of this page.

SPECIAL INFORMATION CONCERNING TAXPAYER RIGHTS

If we levy upon your bank account in error, we can reimburse you for bank charges incurred as a result of our error. To receive reimbursement, you must write to us at the above address within 90 days from the date of the levy.

If immediate, full payment of the amount due will create an undue hardship, or if you have already paid the amount due, or if the amount is not due, contact us immediately. Please telephone the number shown at the top of this form for account information. You should have this notice with you when you call.

The Franchise Tax Board has a Taxpayer Advocate who reviews those cases where taxpayers have been unable to resolve their problems with the Franchise Tax Board through normal channels. To contact the Taxpayer Advocate, write to: Taxpayer Advocate Bureau, PO Box 157, Rancho Cordova CA 95741-0157. FAX (916) 845-6614. You may also email the Advocate at **http://www.ftb.ca.gov.**

FTB 2900 (REV 12-1998)

Attachment: B. EP 203-142 Claim_FTB (2429 : EP 203-142)

Recording Requested by

STATE OF CALIFORNIA
FRANCHISE TAX BOARD
Sacramento CA 95812-2952

And When Recorded Mail to

Special Procedures Section
PO BOX 2952
Sacramento CA 95812-2952

DOC # 2010-0254877
06/03/2010 08:00A Fee:NC
Page 1 of 1
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder

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NOTICE OF STATE TAX LIEN

M
062

FILED WITH: RIVERSIDE

CERTIFICATE NUMBER: 10148863124

The Franchise Tax Board of the State of California hereby certifies that the following named taxpayer(s) is liable under parts 10 or 11 of Division 2 of the Revenue and Taxation Code to the State of California for amount due and required to be paid by said taxpayer as follows:

Name of Taxpayer(s) : L & D PROPERTIES, INC.

FTB Account Number :
Corporate Number :
FEIN :
SOS Number :

Last Known Address : PO BOX 2310
: SUN CITY CA 92586-1310

For Taxable Year(s) : 12/08

Amount Due : $1,424.42

Further interest and fees will accrue at the rate prescribed by law until paid; that the Franchise Tax Board of the State of California complied with all of the provisions of parts 10 or 11 of Division 2 of the Revenue and Taxation Code of the State of California in computing, levying, determining and assessing the tax; the said amounts are due and payable and have not been paid. Said lien attaches to all property and rights to such property now owned or later acquired by the taxpayer.

IN WITNESS WHEREOF, the Franchise Tax Board of the State of California has duly authorized the undersigned to execute this Notice in its name.

DATED: 06/03/10

FRANCHISE TAX BOARD
of the State of California

Collection Bureau
Telephone Number: (888) 635-0494

By: William S. Jones

Authorized facsimile signature.

FTB 2930 V1 BC ARCS (REV 03-2009)

Attachment: B. EP 203-142 Claim_FTB (2429 : EP 203-142)

Recording Requested by

STATE OF CALIFORNIA
FRANCHISE TAX BOARD
Sacramento CA 95812-2952

And When Recorded Mail to

Special Procedures Section
PO BOX 2952
Sacramento CA 95812-2952

DOC # 2011-0497850
11/08/2011 11:09A Fee:NC
Page 1 of 1
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder

M

NOTICE OF STATE TAX LIEN

FILED WITH: RIVERSIDE

CERTIFICATE NUMBER: 11292629664

The Franchise Tax Board of the State of California hereby certifies that the following named taxpayer(s) is liable under parts 10 or 11 of Division 2 of the Revenue and Taxation Code to the State of California for amount due and required to be paid by said taxpayer as follows:

Name of Taxpayer(s) : L & D PROPERTIES, INC.

FTB Account Number :
Corporate Number :
FEIN :
SOS Number :

Last Known Address : PO BOX 2310
: SUN CITY CA 92586-1310

For Taxable Year(s) : 12/09

Amount Due : $1,111.89

Further interest and fees will accrue at the rate prescribed by law until paid; that the Franchise Tax Board of the State of California complied with all of the provisions of parts 10 or 11 of Division 2 of the Revenue and Taxation Code of the State of California in computing, levying, determining and assessing the tax; the said amounts are due and payable and have not been paid. Said lien attaches to all property and rights to such property now owned or later acquired by the taxpayer.

IN WITNESS WHEREOF, the Franchise Tax Board of the State of California has duly authorized the undersigned to execute this Notice in its name.

DATED: 10/19/11

FRANCHISE TAX BOARD
of the State of California

Collection Bureau
Telephone Number: (888) 635-0494

By:

Authorized facsimile signature.

FTB 2930 V1 M BC ARCS (REV 03-2011)

Attachment: B. EP 203-142 Claim_FTB (2429 : EP 203-142)

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

Item **9.8**

SUBMITTAL DATE:
October 3, 2016

FROM : TREASURER-TAX COLLECTOR:

SUBJECT: Recommendation for Distribution of Excess Proceeds for Tax Sale No. 203, Item 176. Last assessed to: Bobby Jim Lessley, an unmarried man. District 5 [$0].

RECOMMENDED MOTION: That the Board of Supervisors:

1. Deny the claim from Riverside County Treasurer-Tax Collector for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 350202047-5;
2. Deny the claim, unless an appeal has been filed in Superior Court, pursuant to the California Revenue and Taxation Code Section 4675;
3. Authorize and direct the Treasurer-Tax Collector to transfer the unclaimed excess proceeds in the amount of $269.61 to the county general fund pursuant to Revenue and Taxation Code Section 4674.

Policy

Don Kent
Don Kent, Treasurer-Tax Collector 10/14/2016

BACKGROUND:

Summary

In accordance with Section 3691 et seq. of the California Revenue and Taxation Code, and with prior approval of the Board of Supervisors, The Tax Collector conducted the May 5, 2015 public auction sale. The deed conveying title to the purchasers at the auction was recorded June 18, 2015. Further, as required by Section 4676 of the California Revenue and Taxation Code, notice of the right to claim excess proceeds was given on July 22, 2015, to parties of interest as defined in Section 4675 of said code. Parties of interest have been determined by an examination of lot book reports as well as Assessor's and Recorder's records, and various research methods were used to obtain current mailing addresses for these parties of interest.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	$ 0	$ 0	$ 0	$ 0
NET COUNTY COST	$ 0	$ 0	$ 0	$ 0
SOURCE OF FUNDS:			Budget Adjustment:	No

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

	For Fiscal Year: 16/17

C.E.O. RECOMMENDATION: APPROVE

BACKGROUND:
Summary (continued)

Revenue and Taxation Code 4676 (b) states that the county shall make reasonable effort to obtain the name and last known mailing address of the parties of interest. Then, if the address of the party of interest cannot be obtained, the county shall publish notice of the right to claim excess proceeds in a newspaper of general circulation in the county as per Revenue and Taxation Code 4676 (c). The Treasurer-Tax Collector's Office has made it a policy to take the following actions to locate the rightful party of the excess proceeds.

- Examined title reports to notify all parties of interest attached to the parcel.
- Researched all last assessee's through the County's Property Tax System for any additional addresses.
- Used Accurint (people finder) to notify any new addresses that may be listed for our last assessees.
- Advertised in newspapers for three consecutive weeks in the Desert Sun, Palo Verde Valley Times and the Press Enterprise referring any parties of interest to file a claim for the excess proceeds.
- Sent out a certified mailing within 90 days as required by Revenue and Taxation Code 4675.

According to Revenue and Taxation Code 4675 (a) Any party of interest in the property may file with the county a claim for the excess proceeds, in proportion to his or her interest held with others of equal priority in the property at the time of the sale, at any time prior to the expiration of the one year following the recordation of the Tax Collector's deed to the Purchaser, which was recorded on June 18, 2015.

The Treasurer-Tax Collector has received one claim for excess proceeds:

1. Claim from Riverside County Treasurer-Tax Collector based on a Certificate of Lien recorded May 8, 2008 as Instrument No. 2008-0246614, a Certificate of Lien recorded September 11, 2014 as Instrument No. 2014-0344111, a Certificate of Lien recorded September 11, 2014 as Instrument No 2014-0344113 and outstanding taxes due and owing.

Pursuant to Section 4675 of the California Revenue and Taxation Code, it is the recommendation of this office that the claim from Riverside County Treasurer-Tax Collector be denied since the liens have been paid through excess proceeds from Tax Sale 203 Item 152,

approved by the Riverside County Board of Supervisors on September 27, 2016. Since there are no other claimants the unclaimed excess proceeds in the amount of $269.61 will be transferred to the county general fund. Supporting documentation has been provided. The Tax Collector requests approval of the above recommended motion. Notice of this recommendation was sent to the claimant by certified mail.

Impact on Residents and Businesses

Excess proceeds are being transferred to the county general fund.

ATTACHMENTS (if any, in this order):

ATTACHMENT A. Claim_RivCoTTC

.

CLAIM FOR EXCESS PROCEEDS FROM THE SALE OF TAX-DEFAULTED PROPERTY
(SEE REVERSE SIDE FOR FURTHER INSTRUCTIONS)

RECEIVED
2015 SEP -9 AM 10: 30
RIVERSIDE COUNTY
TREAS-TAX COLLECTOR

To: **Don Kent, Treasurer-Tax Collector**

Re: **Claim for Excess Proceeds**

TC 203 Item 176 Assessment No.: 350202047-5

Assessee: LESSLEY, BOBBY JIM

Situs:

Date Sold: May 5, 2015

Date Deed to Purchaser Recorded: June 18, 2015

Final Date to Submit Claim: June 20, 2016

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of $ 1981.40 from the sale of the above mentioned real property. I/We were the ☐ lienholder(s), ☐ property owner(s) **[check in one box]** at the time of the sale of the property as is evidenced by Riverside County Recorder's Document No. See attached; recorded on _____. A copy of this document is attached hereto. I/We are the rightful claimants by virtue of the attached assignment of interest. I/We have listed below and attached hereto each item of documentation supporting the claim submitted.

NOTE: YOUR CLAIM WILL NOT BE CONSIDERED UNLESS THE DOCUMENTATION IS ATTACHED.

See attached.

If the property is held in Joint Tenancy, the taxsale process has severed this Joint Tenancy, and all Joint Tenants will have to sign the claim unless the claimant submits proof that he or she is entitled to the full amount of the claim, the claimant may only receive his or her respective portion of the claim.

I/We affirm under penalty of perjury that the foregoing is true and correct.

Executed this 9th day of September, 2015 at Riverside, California
County, State

Lee - Deputy
Signature of Claimant

Signature of Claimant

Lania Smith-Thangata
Print Name

Print Name

Return to
DON KENT
County Treasurer-Tax Collector
P.O. Box 12005
Riverside, California 92502-2205

Street Address

Street Address

City, State, Zip

City, State, Zip

Phone Number

Phone Number

SCO 8-21 (1-99)

Attachment: A. EP 203-176 Claim_RivCoTTC (2585 : EP 203-176)

THIS IS TO INFORM YOU THAT A TAX LIEN HAS BEEN FILED WITH RESPECT TO UNSECURED PROPERTY

When recorded, mail to:

BOBBY JIM LESSLEY
MARILYN WARD
11427 GARZOLI AVE
DELANO CA 93215

Doc #. 2008-0246614
05/08/2008 08:00A Fee: NC
Page 1 of 1
Recorded in Official Records
County of Riverside
— Larry W Ward —
Assessor, County Clerk and Recorder
This document was electronically prepared and recorded by the County of Riverside

CERTIFICATE OF LIEN

(Recorded pursuant to Revenue and Taxation Code Section 2191.3 et seq. and without acknowledgement pursuant to Government Code Section 27282)

STATE OF CALIFORNIA
COUNTY OF RIVERSIDE | SS

No. 0345851

I, Paul McDonnell, Tax Collector of the County of Riverside, State of California, hereby certify that there are, on record in my office, unpaid taxes which were duly assessed, computed and levied for the fiscal year shown below pursuant to Section 2151 et seq. of the Revenue and Taxation Code.

The person(s) shown below is (are) liable to said County for the unpaid amounts set forth below plus any other penalties and charges which may accrue pursuant to law.

NAME AND ADDRESS
LESSLEY BOBBY JIM
11427 GARZOLI AVE
DELANO CA 93215

Fiscal Year	Tax Rate Area	Assessment Number	Tax	Penalty	Cost	Recording Fee
2004-2006	054-021	052443076-7	$102.37	$10.23		$13.00

Upon recordation of this certificate of lien, the total amount required to be paid constitutes a lien upon all personal property and real property now owned or subsequently acquired by the person(s) named herein before the date on which this lien expires.

This lien has the force, effect and priority of judgement lien for ten years from the recording of this instrument, unless sooner released or otherwise discharged.

Executed on 04/30/2008

Paul McDonnell, Tax Collector

Attachment: A. EP 203-176 Claim_RivCoTTC (2585 : EP 203-176)

THIS IS TO INFORM YOU THAT A TAX LIEN HAS BEEN FILED WITH RESPECT TO UNSECURED PROPERTY

When recorded, mail to:

BOBBY JIM LESSLEY
11427 GARZOLI AVE
DELANO CA 93215

Doc #. 2014-0344111
09/11/2014 08:27 AM Fee: NC
Page 1 of 1
Recorded in Official Records
County of Riverside
— Larry W Ward —
Assessor, County Clerk and Recorder
This document was electronically prepared and recorded by the County of Riverside

CERTIFICATE OF LIEN

(Recorded pursuant to Revenue and Taxation Code Section 2191.3 et seq. and without acknowledgement pursuant to Government Code Section 27282)

STATE OF CALIFORNIA
COUNTY OF RIVERSIDE | SS

No. 0432617

I, Don Kent, Tax Collector of the County of Riverside, State of California, hereby certify that there are, on record in my office, unpaid taxes which were duly assessed, computed and levied for the fiscal year shown below pursuant to Section 2151 et seq. of the Revenue and Taxation Code.

The person(s) shown below is (are) liable to said County for the unpaid amounts set forth below plus any other penalties and charges which may accrue pursuant to law.

NAME AND ADDRESS
LESSLEY BOBBY JIM
11427 GARZOLI AVE
DELANO CA 93215

Fiscal Year	Tax Rate Area	Assessment Number	Tax	Penalty	Cost	Recording Fee
2004-2006	054-021	052243395-7	$101.20	$10.12		$23.00

Upon recordation of this certificate of lien, the total amount required to be paid constitutes a lien upon all personal property and real property now owned or subsequently acquired by the person(s) named herein before the date on which this lien expires.

This lien has the force, effect and priority of judgement lien for ten years from the recording of this instrument, unless sooner released or otherwise discharged.

Executed on 09/07/2014

Don Kent, Tax Collector

Attachment: A. EP 203-176 Claim_RivCoTTC (2585 : EP 203-176)

THIS IS TO INFORM YOU THAT A TAX LIEN HAS BEEN FILED WITH RESPECT TO UNSECURED PROPERTY

When recorded, mail to:

BOBBY JIM LESSLEY
30530 SEA HORSE CIR
CANYON LAKE CA 92587

Doc #. 2014-0344113
09/11/2014 08:27 AM Fee: NC
Page 1 of 1
Recorded in Official Records
County of Riverside
— Larry W Ward —
Assessor, County Clerk and Recorder
This document was electronically prepared and recorded by the County of Riverside

CERTIFICATE OF LIEN

(Recorded pursuant to Revenue and Taxation Code Section 2191.3 et seq. and without acknowledgement pursuant to Government Code Section 27282)

STATE OF CALIFORNIA
COUNTY OF RIVERSIDE } SS

No. 0432616

I, Don Kent, Tax Collector of the County of Riverside, State of California, hereby certify that there are, on record in my office, unpaid taxes which were duly assessed, computed and levied for the fiscal year shown below pursuant to Section 2151 et seq. of the Revenue and Taxation Code.

The person(s) shown below is (are) liable to said County for the unpaid amounts set forth below plus any other penalties and charges which may accrue pursuant to law.

NAME AND ADDRESS
LESSLEY BOBBY JIM
30530 SEA HORSE CIR
CANYON LAKE CA 92587

Fiscal Year	Tax Rate Area	Assessment Number	Tax	Penalty	Cost	Recording Fee
2004-2006	054-021	052243394-6	$149.54	$14.94		$23.00

Upon recordation of this certificate of lien, the total amount required to be paid constitutes a lien upon all personal property and real property now owned or subsequently acquired by the person(s) named herein before the date on which this lien expires.

This lien has the force, effect and priority of judgement lien for ten years from the recording of this instrument, unless sooner released or otherwise discharged.

Executed on 09/07/2014

Don Kent, Tax Collector

Attachment: A. EP 203-176 Claim_RivCoTTC (2585 : EP 203-176)

PD

INQUHIST 052443076-7 2004 08/13/2015 16:31:39 PAGE: 1

ASMTNBR: 052443076-7 YR: 2004 INPUT/PAY-DT: 05/30/2015 BAL-DUE: 346.36
PARENT: 350282005-5 TRA: 026-172 BILLNBR: 006785090 TAX CODE 0-00

ASSESSEE: WARD, MARILYN
ASSESSEE: LESSLEY, BOBBY JIM
MAILNAME: C/O BOBBY JIM LESSLEY
MAILADDR: 11427 GARZOLI AVE DELANO CA 93215
SITUS: 23845 WELLS PL CANYON LAKE 92587
PRCLDESC: LOT 38 BLK 5 MB 013/013 LAKE ELSINORE LODGE 3
ID INFO: DUE TO NEW CONSTRUCTION EFFECTIVE DATE: 04/14/2005
VALUE(S): STR: 59000 2004
VALUE(S): STR: 59000 2005

* * * PRESS PA1 FOR MORE DATA * * *

* * * * * E N F O R C E M E N T A C T I O N S * * * * *

CTY: 33 LIEN NBR: 0345851 DOC: 000020080246614
PRNT: 02/28/2007 RECD: 05/08/2008 RELD:
NAME: WARD, MARILYN
NAME: LESSLEY, BOBBY JIM
ADDRESS: 11427 GARZOLI AVE DELANO CA 932150000

* * * PRESS PA1 FOR MORE DATA * * *
INPUT/PAY-DT: 05/30/2015

* * * * * C H A R G E S A N D P A Y M E N T H I S T O R Y * * * * *

TAX CODE 0-00

DATE	DESCRIPTION	COLNBR	AMOUNT	BALANCE DUE
10/04/2006	TAXES		102.37	102.37
12/11/2006	DELQ PENALTY		10.23	112.60
02/28/2007	LIEN FEES		23.00	135.60
02/28/2007	MISC FEES		58.75	194.35
05/30/2015	ACCRUED PENALTY		152.01	346.36

Attachment: A. EP 203-176 Claim_RivCoTTC (2585 : EP 203-176)

pd

INQUHIST 052243395-7 2004 08/13/2015 16:29:20 PAGE: 1

ASMTNBR: 052243395-7 YR: 2004 INPUT/PAY-DT: 05/05/2015 BAL-DUE: 312.24 ✓
PARENT: 350040011-2 TRA: 054-021 BILLNBR: 006636508 TAX CODE 0-00

ASSESSEE: LESSLEY, BOBBY JIM
MAILADDR: 11427 GARZOLI AVE DELANO CA 93215
PRCLDESC: 1.04 ACRES M/L IN LOTS 407 & 408 MB 042/015 TR 2257
ID INFO: DUE TO CONVEYANCE NBR: 0178734 EFFECTIVE DATE: 03/07/2005
CONVEY: STT 0178734 03/2005

VALUE(S): LND: 7912 2004
VALUE(S): LND: 7811 2005

TC RT: 0075.54 ORG-DT: 07/25/2014 COMP-DT: 07/25/2014 NBR: 0131418

* * * PRESS PA1 FOR MORE DATA * * *

* * * * * E N F O R C E M E N T A C T I O N S * * * * *

CTY: 33 LIEN NBR: 0432617 DOC: 000020140344111
PRNT: 09/07/2014 RECD: 09/11/2014 RELD:
NAME: LESSLEY, BOBBY JIM
ADDRESS: 11427 GARZOLI AVE DELANO CA 932150000

* * * PRESS PA1 FOR MORE DATA * * *
INPUT/PAY-DT: 05/05/2015

* * * * * C H A R G E S A N D P A Y M E N T H I S T O R Y * * * * *

TAX CODE 0-00

DATE	DESCRIPTION	COLNBR	AMOUNT	BALANCE DUE
01/04/2006	TAXES		101.20	101.20
07/01/2006	DELQ PENALTY		10.12	111.32
09/07/2014	LIEN FEES		23.00	134.32
09/07/2014	MISC FEES		18.53	152.85
05/05/2015	ACCRUED PENALTY		159.39	312.24

Attachment: A. EP 203-176 Claim_RivCoTTC (2585 : EP 203-176)

INQUHIST 052243394-6 2004 08/13/2015 16:29:01 PAGE: 1

ASMTNBR: 052243394-6 YR: 2004 INPUT/PAY-DT: 05/05/2015 BAL-DUE: 441.53
PARENT: 350040010-1 TRA: 054-021 BILLNBR: 006636507 TAX CODE 0-00

ASSESSEE: LESSLEY, BOBBY JIM
MAILADDR: 30530 SEA HORSE CIR CANYON LAKE CA 92587
PRCLDESC: 1.04 ACRES M/L IN LOTS 407 & 408 MB 042/015 TR 2257
ID INFO: DUE TO CONVEYANCE NBR: 0178732 EFFECTIVE DATE: 03/07/2005
CONVEY: STT 0178732 03/2005

VALUE(S): LND: 11641 2004
VALUE(S): LND: 11554 2005

TC RT: 0075.54 ORG-DT: 07/25/2014 COMP-DT: 07/25/2014 NBR: 0131417

* * * PRESS PA1 FOR MORE DATA * * *
* * * * * E N F O R C E M E N T A C T I O N S * * * * *

CTY: 33 LIEN NBR: 0432616 DOC: 000020140344113
PRNT: 09/07/2014 RECD: 09/11/2014 RELD:
NAME: LESSLEY, BOBBY JIM
ADDRESS: 30530 SEA HORSE CIR CANYON LAKE CA 925870000

* * * PRESS PA1 FOR MORE DATA * * *
INPUT/PAY-DT: 05/05/2015
* * * * * * C H A R G E S A N D P A Y M E N T H I S T O R Y * * * * *

TAX CODE 0-00

DATE	DESCRIPTION	COLNBR	AMOUNT	BALANCE DUE
01/04/2006	TAXES		149.54	149.54
07/01/2006	DELQ PENALTY		14.94	164.48
09/07/2014	LIEN FEES		23.00	187.48
09/07/2014	MISC FEES		18.53	206.01
05/05/2015	ACCRUED PENALTY		235.52	441.53

Attachment: A. EP 203-176 Claim_RivCoTTC (2585 : EP 203-176)

INQUHIST 052162615-6 2003 pd 08/13/2015 16:27:14 PAGE: 1

ASMTNBR: 052162615-6 YR: 2003 INPUT/PAY-DT: 05/05/2015 BAL-DUE: 134.37 ✓
PARENT: 351053014-2 TRA: 054-021 BILLNBR: 006552317 TAX CODE 0-00

ASSESSEE: LESSLEY, BOBBY JIM
MAILNAME: C/O SHERWOOD DEV GRP INC
MAILADDR: 30530 SEA HORSE CIR CANYON LAKE CA 92507
PRCLDESC: .35 ACRES M/L IN FOR TOTAL DESCRIPTION SEE ASSESSORS MAPS
ID INFO: DUE TO CONVEYANCE NBR: 0266185 EFFECTIVE DATE: 04/13/2004
CONVEY: STT 0266185 04/2004

VALUE(S): LND: 37347 2003
VALUE(S): LND: 37298 2004

* * * PRESS PA1 FOR MORE DATA * * *
INPUT/PAY-DT: 05/05/2015
* * * * * CHARGES AND PAYMENT HISTORY * * * * *

TAX CODE 0-00

DATE	DESCRIPTION	COLNBR	AMOUNT	BALANCE DUE
07/11/2005	TAXES		48.60	48.60
12/11/2005	DELQ PENALTY		4.86	53.46
05/05/2015	ACCRUED PENALTY		80.91	134.37

* * * LAST PAGE * * *

Attachment: A. EP 203-176 Claim_RivCoTTC (2585 : EP 203-176)

INQUHIST 052162616-7 2003 08/13/2015 16:27:31 PAGE: 1

ASMTNBR: 052162616-7 YR: 2003 INPUT/PAY-DT: 05/05/2015 BAL-DUE: 134.37
PARENT: 351053015-3 TRA: 054-021 BILLNBR: 006552318 TAX CODE 0-00

ASSESSEE: LESSLEY, BOBBY JIM
MAILNAME: C/O SHERWOOD DEV GRP INC
MAILADDR: 30530 SEA HORSE CIR CANYON LAKE CA 92507
PRCLDESC: .35 ACRES M/L IN FOR TOTAL DESCRIPTION SEE ASSESSORS MAPS
ID INFO: DUE TO CONVEYANCE NBR: 0266185 EFFECTIVE DATE: 04/13/2004
CONVEY: STT 0266185 04/2004

VALUE(S): LND: 37347 2003
VALUE(S): LND: 37298 2004

* * * PRESS PA1 FOR MORE DATA * * *
INPUT/PAY-DT: 05/05/2015

* * * * * * C H A R G E S A N D P A Y M E N T H I S T O R Y * * * * *

TAX CODE 0-00

DATE	DESCRIPTION	COLNBR	AMOUNT	BALANCE DUE
07/11/2005	TAXES		48.60	48.60
12/11/2005	DELQ PENALTY		4.86	53.46
05/05/2015	ACCRUED PENALTY		80.91	134.37

* * * LAST PAGE * * *

Attachment: A. EP 203-176 Claim_RivCoTTC (2585 : EP 203-176)

INQUHIST 052139597-1 2004 08/13/2015 16:26:15 PAGE: 1

ASMTNBR: 052139597-1 YR: 2004 INPUT/PAY-DT: 05/05/2015 BAL-DUE: 63.34
PARENT: 350253021-9 TRA: 026-172 BILLNBR: 006511633 TAX CODE 0-00

ASSESSEE: LESSLEY, BOBBY JIM
MAILNAME: C/O MAX ALL STARS
MAILADDR: 6809 INDIANA AVE NO 101 RIVERSIDE CA 92506
PRCLDESC: LOT 47 BLK 3 MB 013/013 LAKE ELSINORE LODGE 3
ID INFO: DUE TO NEW CONSTRUCTION EFFECTIVE DATE: 09/13/2004
VALUE(S): STR: 49000

* * * PRESS PA1 FOR MORE DATA * * *
INPUT/PAY-DT: 05/05/2015

* * * * * * C H A R G E S A N D P A Y M E N T H I S T O R Y * * * * *

TAX CODE 0-00

DATE	DESCRIPTION	COLNBR	AMOUNT	BALANCE DUE
05/06/2005	TAXES		22.19	22.19
07/01/2005	DELQ PENALTY		2.21	24.40
05/05/2015	ACCRUED PENALTY		38.94	63.34

* * * LAST PAGE * * *

Attachment: A. EP 203-176 Claim_RivCoTTC (2585 : EP 203-176)

INQUHIST 052231333-4 2004 09/09/2015 09:32:08 PAGE: 1

ASMTNBR: 052231333-4 YR: 2004 INPUT/PAY-DT: 05/05/2015 BAL-DUE: 180.04
PARENT: 350152002-0 TRA: 026-172 BILLNBR: 006636500 TAX CODE 0-00

ASSESSEE: LESSLEY, BOBBY JIM
MAILADDR: 30530 SEAHORSE CIR CANYON LAKE CA 92587
PRCLDESC: LOT 280 MB 042/015 TR 2257
ID INFO: DUE TO CONVEYANCE NBR: 0097976 EFFECTIVE DATE: 02/03/2005
CONVEY: STT 0097976 02/2005

VALUE(S): LND: 16705 2004
VALUE(S): LND: 16440 2005

* * * PRESS PA1 FOR MORE DATA * * *
INPUT/PAY-DT: 05/05/2015

* * * * * C H A R G E S A N D P A Y M E N T H I S T O R Y * * * *

TAX CODE 0-00

DATE	DESCRIPTION	COLNBR	AMOUNT	BALANCE DUE
01/04/2006	TAXES		65.83	65.83
03/01/2006	DELQ PENALTY		6.58	72.41
05/05/2015	ACCRUED PENALTY		107.63	180.04

* * * LAST PAGE * * *

Attachment: A. EP 203-176 Claim_RivCoTTC (2585 : EP 203-176)

PD

INQUHIST 052434988-3 2004 08/13/2015 16:31:19 PAGE: 1

ASMTNBR: 052434988-3 YR: 2004 INPUT/PAY-DT: 05/05/2015 BAL-DUE: 89.58 ✓
PARENT: 350103015-0 TRA: 026-172 BILLNBR: 006812841 TAX CODE 0-00

ASSESSEE: LESSLEY, BOBBY JIM
MAILADDR: 11427 GARZOLI AVE DELANO CA 93215
SITUS: 23909 LUCAS DR CANYON LAKE 92587
PRCLDESC: LOT 17 BLK O MB 012/028 LAKE ELSINORE LODGE 2
ID INFO: DUE TO CONVEYANCE NBR: 0727083 EFFECTIVE DATE: 09/13/2004
CONVEY: STT 0727083 09/2004

VALUE(S): LND: 4496

* * * PRESS PA1 FOR MORE DATA * * *
INPUT/PAY-DT: 05/05/2015

* * * * * * C H A R G E S A N D P A Y M E N T H I S T O R Y * * * * *

TAX CODE 0-00

DATE	DESCRIPTION	COLNBR	AMOUNT	BALANCE DUE
12/08/2006	TAXES		34.86	34.86
02/01/2007	DELQ PENALTY		3.48	38.34
05/05/2015	ACCRUED PENALTY		51.24	89.58

* * * LAST PAGE * * *

Attachment: A. EP 203-176 Claim_RivCoTTC (2585 : EP 203-176)

INQUHIST 001181227-6 2005 08/13/2015 16:20:58 PAGE: 1

ASMTNBR: 001181227-6 YR: 2005 INPUT/PAY-DT: 05/05/2015 BAL-DUE: 158.47
ESCAPE-FM:350183008-2 TRA: 026-172 BILLNBR: 200549138 TAX CODE 0-00

ASSESSEE: LESSLEY, BOBBY JIM
MAILADDR: 30530 SEA HORSE CIR CANYON LAKE CA 92587
SITUS: 23377 LA BERTHA LN CANYON LAKE 92587
ASMTDESC: ESC ASMT 2004-2005 4831.00 350183008-2 054-021
PRCLDESC: LOT 171 MB 042/015 TR 2257
VALUE(S): LND: 5574

ASR RT: 4831.00 ORG-DT: 11/04/2005 COMP-DT: 12/20/2005 NBR: 0035478
YRCOMENT: TAX RATE 0103397

* * * PRESS PA1 FOR MORE DATA * * *
INPUT/PAY-DT: 05/05/2015

* * * * * * C H A R G E S A N D P A Y M E N T H I S T O R Y * * * * *

TAX CODE 0-00

DATE	DESCRIPTION	COLNBR	AMOUNT	BALANCE DUE
12/20/2005	TAXES		57.63	57.63
01/31/2006	DELQ PENALTY		5.76	63.39
05/05/2015	ACCRUED PENALTY		95.08	158.47

* * * LAST PAGE * * *

Attachment: A. EP 203-176 Claim_RivCoTTC (2585 : EP 203-176)

INQUHIST 001184762-1 2006 09/09/2015 09:31:37 PAGE: 1

ASMTNBR: 001184762-1 YR: 2006 INPUT/PAY-DT: 05/05/2015 BAL-DUE: 121.10
ESCAPE-FM:350103015-0 TRA: 026-172 BILLNBR: 200644507 TAX CODE 0-00

ASSESSEE: LESSLEY, BOBBY JIM
MAILADDR: 11427 GARZOLI AVE DELANO CA 93215
SITUS: 23909 LUCAS DR CANYON LAKE 92587
ASMTDESC: ESC ASMT 2005-2006 4831.00 350103015-0 054-021
PRCLDESC: LOT 17 BLK O MB 012/028 LAKE ELSINORE LODGE 2
VALUE(S): LND: 4466

ASR RT: 4831.00 ORG-DT: 09/05/2006 COMP-DT: 10/23/2006 NBR: 0018545
YRCOMENT: TAX RATE 0104305

* * * PRESS PA1 FOR MORE DATA * * *
INPUT/PAY-DT: 05/05/2015
* * * * * * C H A R G E S A N D P A Y M E N T H I S T O R Y * * * * *

TAX CODE 0-00

DATE	DESCRIPTION	COLNBR	AMOUNT	BALANCE DUE
10/23/2006	TAXES		46.58	46.58
11/30/2006	DELQ PENALTY		4.65	51.23
05/05/2015	ACCRUED PENALTY		69.87	121.10

* * * LAST PAGE * * *

Attachment: A. EP 203-176 Claim_RivCoTTC (2585 : EP 203-176)

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

SUBMITTAL DATE:
September 15, 2016

FROM : TREASURER-TAX COLLECTOR:

SUBJECT: Recommendation for Distribution of Excess Proceeds for Tax Sale No. 203, Item 246. Last assessed to: Carl E. Bartlett, a single man. District 1 [$109,969]. Fund 65595 Excess Proceeds from Tax Sale.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the claim from the City of Lake Elsinore for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 378141020-4;
2. Approve the claim from Global Discoveries, Ltd., assignee for Carl Bartlett, Executor to the Estate of Carl E Bartlett, last assessee for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 378141020-4;
3. Deny the claim from Global Discoveries, Ltd., assignee for Jeannie Marie Bartlett, Trustee;
4. Authorize and direct the Auditor-Controller to issue warrants to the City of Lake Elsinore in the amount of $10,250.92 and Global Discoveries, Ltd., assignee for Carl Bartlett, Executor to the Estate of Carl E Bartlett in the amount of $99,718.27, no sooner than ninety days from the date of this order, unless an appeal has been filed in Superior Court, pursuant to the California Revenue and Taxation Code Section 4675.

Policy

Don Kent
Don Kent, Treasurer-Tax Collector 10/14/2016

BACKGROUND:

Summary

In accordance with Section 3691 et seq. of the California Revenue and Taxation Code, and with prior approval of the Board of Supervisors, The Tax Collector conducted the May 5, 2015 public auction sale. The deed conveying title to the purchasers at the auction was recorded June 18, 2015. Further, as required by Section 4676 of the California Revenue and Taxation Code, notice of the right to claim excess proceeds was given on July 22, 2015, to parties of interest as defined in Section 4675 of said code. Parties of interest have been determined by an examination of lot book reports as well as Assessor's and Recorder's records, and various research methods were used to obtain current mailing addresses for these parties of interest.

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	$ 109,969	$ 0	$ 109,969	$ 0
NET COUNTY COST	$ 0	$ 0	$ 0	$ 0

SOURCE OF FUNDS: Fund 65595 Excess Proceeds from Tax Sale	**Budget Adjustment:** No
	For Fiscal Year: 16/17

C.E.O. RECOMMENDATION: APPROVE

BACKGROUND:
Summary (continued)

The Treasurer-Tax Collector has received three claims for excess proceeds:

1. Claim from the City of Lake Elsinore based on a Notice of Administrative Proceedings recorded August 23, 2011 as Instrument No. 2011-0372982 and a Notice of Violation and Non-Compliance recorded August 1, 2014 as Instrument No. 2014-0289825.
2. Claim from Global Discoveries, Ltd., assignee for Carl Bartlett, Executor to the Estate of Carl E Bartlett based on an Assignment of Right to Collect Excess Proceeds dated August 29, 2016, a Grant Deed recorded April 5, 1972 as Instrument No. 43899, the Last Will and Testament of Carl Eldred Bartlett and the death certificate of Carl Eldred Bartlett.
3. Claim from Global Discoveries, Ltd., assignee for Jeannie Marie Bartlett, Trustee based on an Assignment of Right to Collect Excess Proceeds dated August 29, 2016 and a Quitclaim Deed recorded October 14, 2009 as Instrument No. 2009-0531465.

Pursuant to Section 4675 of the California Revenue and Taxation Code, it is the recommendation of this office that the City of Lake Elsinore be awarded excess proceeds in the amount of $10,250.92 and Global Discoveries, Ltd., assignee for Carl Bartlett, Executor to the Estate of Carl E Bartlett be awarded excess proceeds in the amount of $99,718.27. The claim from Global Discoveries, Ltd., assignee for Jeannie Marie Bartlett, Trustee be denied since she was not a party of interest at the time of the sale. Supporting documentation has been provided. The Tax Collector requests approval of the above recommended motion. Notice of this recommendation was sent to the claimants by certified mail.

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

Impact on Residents and Businesses

Excess proceeds are being released to the lien holder and the Executor to the Estate of the last assessee of the property.

ATTACHMENTS (if any, in this order):

ATTACHMENT A. **Claim_CityofLakeElsinore**

ATTACHMENT B. **Claim_Global-CarlBartlett**

ATTACHMENT C. **Claim_Global-JeannieMarieBartlett**

CLAIM FOR EXCESS PROCEEDS FROM THE SALE OF TAX-DEFAULTED PROPERTY
(SEE REVERSE SIDE FOR FURTHER INSTRUCTIONS)

To: Don Kent, Treasurer-Tax Collector

Re: Claim for Excess Proceeds

RECEIVED
2015 AUG -3 PM 3:01
RIVERSIDE COUNTY
TREAS-TAX COLLECTOR

TC 203 Item 246 Assessment No.: 378141020-4

Assessee: BARTLETT, CARL TR & JEANNIE MARIE TR

Situs: 17330 BROMLEY AVE LAKE ELSINORE 92530

Date Sold: May 5, 2015

Date Deed to Purchaser Recorded: June 18, 2015

Final Date to Submit Claim: June 20, 2016

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of $9,687.92 from the sale of the above mentioned real property. I/We were the ☒ lienholder(s), ☐ property owner(s) **[check in one box]** at the time of the sale of the property as is evidenced by Riverside County Recorder's Document No. 2011-0372982 recorded on 8-23-11. A copy of this document is attached hereto. I/~~We~~ are the rightful claimants by virtue of the attached assignment of interest. I/~~We~~ have listed below and attached hereto each item of documentation supporting the claim submitted.

*Also Recorded Doc#2014-0289825

NOTE: YOUR CLAIM WILL NOT BE CONSIDERED UNLESS THE DOCUMENTATION IS ATTACHED.

Accts Payable Cleanup Service $750.00
Nuisance Abatement Order/Resolution $427.92
Notice of Violation + Non Compliance Doc#2014-0289825
Accts Payable Demolition $6,900.00 + $1,090.00
(See Attached)

If the property is held in Joint Tenancy, the taxsale process has severed this Joint Tenancy, and all Joint Tenants will have to sign the claim unless the claimant submits proof that he or she is entitled to the full amount of the claim, the claimant may only receive his or her respective portion of the claim.

I/We affirm under penalty of perjury that the foregoing is true and correct.

Executed this 30 day of July, 2015 at Riverside, CA
County, State

Signature of Claimant

Signature of Claimant

Fred Lopez
Print Name

Print Name

130 S. MAIN ST
Street Address

Street Address

LAKE ELSINORE, CA 92530
City, State, Zip

City, State, Zip

951-674-3124 EXT 275
Phone Number

Phone Number

SCO 8-21 (1-99)

Attachment: A. EP 203-246 Claim_CityofLakeElsinore (2370 : EP 203-246)

Page 2 378-141-020-4

Accts Payable Abestos Report $520.00
Notice of Administrative Proceedings
Doc# 2011-0372982

Attachment: A. EP 203-246 Claim_CityofLakeElsinore (2370 : EP 203-246)

County Administrative Center- 4th Floor
4080 Lemon Street, P.O. Box 12005
Riverside, CA 92502-2205
(951) 955-3900
(951) 955-3990 - Fax

E-mail: ttc@co.riverside.ca.us
www.countytreasurer.org

COUNTY OF RIVERSIDE
TREASURER-TAX COLLECTOR

Palm Desert Office
38-686 El Cerrito Road
Palm Desert, CA 92211

Temecula Office
40935 County Center Drive, Suite C
Temecula, CA 92591

July 22, 2015

BARTLETT, JEANNIE MARIE TR
405 QUEEN AVE SE
ALBANY, OR 97322-3367

Re: EXCESS PROCEEDS FROM SALE OF TAX DEFAULTED PROPERTY

Assessment No.: 378141020-4 Item: 246
Situs Address: 17330 Bromley Ave Lake Elsinore 92530
Assessee: Bartlett, Carl Tr & Jeannie Marie Tr
Date Sold: May 5, 2015
Date Deed to Purchaser Recorded: June 18, 2015
Final Date to Submit Claim: June 20, 2016

Dear Sir or Madame:

The property referenced above was declared subject to the Tax Collector's power of sale for non-payment of taxes and later sold. Parties of Interest, as defined in Section 4675 of the California Revenue and Taxation Code (e.g., the last assessee and any lienholders of record), have a right to file a claim for any excess proceeds that remain after the tax liens and the costs of the sale have been satisfied. Our records show that you may be a party of interest, and we are enclosing for your convenience a claim form and a return envelope. Please note that your claim must be filed within one year of the date the deed to the purchaser was recorded (shown above). By law, we cannot accept claims after one year from this recording date. Claims submitted will be evaluated by our legal counsel and awarded in accordance with state law. The submission of a claim merely initiates that review.

The enclosed form is relatively simple and we must stress that most applicants will be able to fill it out without help. However, if you need help, please feel free to contact our office by mail, telephone or in person and we will help you without charge. You may telephone us at (951) 955-3336.

If you prefer to have an agent file your claim for you, or if you should decide to sell your claim (often referred to as "assignment") so that the purchaser of the claim may receive the funds, please advise us and we will send the proper form.

Please note also that the statutory procedures and the County's internal procedures dictate that most claims will not be processed until at least twenty (20) months following the date of recordation of the tax deed.

Sincerely,

DON KENT
TREASURER-TAX COLLECTOR

By *Jennifer Pazicni*
Deputy

117-170(Rev. 5-03)

Attachment: A. EP 203-246 Claim_CityofLakeElsinore (2370 : EP 203-246)

RECEIVED

AUG 31 2011

CITY CLERK'S OFFICE

DOC # 2011-0372982
08/23/2011 02:11P Fee:NC
Page 1 of 4
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder

PLEASE COMPLETE THIS INFORMATION
RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

City of Lake Elsinore
Attn: City Clerk's Office
130 S. Main Street
Lake Elsinore, CA 92530

S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
1			4						
M	A	L	465	426	PCOR	NCOR	SMF	NCHG	EXAM
					T:		CTY	UNI	062

Space above this line for recorder's use only

Notice of Administrative Proceedings

Title of Document

M
062

TRA: _____

DTT: _____

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
($3.00 Additional Recording Fee Applies)

ACR 238P-AS4RE0 (Rev. 03/2008)

Attachment: A. EP 203-246 Claim_CityofLakeElsinore (2370 : EP 203-246)

CITY OF LAKE ELSINORE
DREAM EXTREME

RECORDING REQUESTED BY:

CITY OF LAKE ELSINORE

WHEN RECORDED, RETURN TO:

City Clerk's Office
City of Lake Elsinore
130 South Main Street
Lake Elsinore, CA 92530

NOTICE OF ADMINISTRATIVE PROCEEDINGS

Notice is hereby given that, pursuant to the provisions of Chapter 15.08, Dangerous Building Code of the Lake Elsinore Municipal Code and Uniform Housing Code of the City of Lake Elsinore, buildings of the following described property have been declared substandard by the Building and Safety Division of the City of Lake Elsinore, and the owners thereof have been so notified as required by said code.

Owner Information:	Carl Bartlett and Jeannie Marie Bartlett
Property Address:	17330 Bromley Avenue, Lake Elsinore, CA 92530
Assessor's Parcel #:	378-141-020
Legal Description:	1.00 Acres in Lot 264 MB 018/005 Country Club Heights Unit H
Date:	August 4, 2011

CITY OF LAKE ELSINORE

Robin K. Chipman

Robin K. Chipman
Building & Safety/Code Enforcement Manager

STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

951.674.3124
130 S. MAIN STREET
LAKE ELSINORE, CA 92530
WWW.LAKE-ELSINORE.ORG

Attachment: A. EP 203-246 Claim_CityofLakeElsinore (2370 : EP 203-246)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Riverside

On 8-9-2011 (Date) before me, Dana C. Porche, Notary Public (Here Insert Name and Title of the Officer),

personally appeared ROBIN K CHIPMAN (Name(s) of Signer(s))

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Dana C. Porche (Signature of Notary Public)

DANA C. PORCHE
Commission # 1873840
Notary Public - California
Riverside County
My Comm. Expires Jan 16, 2014

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____

☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

© 2007 National Notary Association • 9350 De Soto Ave., P.O. Box 2402 • Chatsworth, CA 91313-2402 • www.NationalNotary.org Item #5907 Reorder: Call Toll-Free 1-800-876-6827

Attachment: A. EP 203-246 Claim_CityofLakeElsinore (2370 : EP 203-246)

LARRY W. WARD
COUNTY OF RIVERSIDE
ASSESSOR-COUNTY CLERK-RECORDER

Recorder
P.O. Box 751
Riverside, CA 92502-0751
(951) 486-7000

www.riversideacr.com

NOTARY CLARITY

Under the provisions of Government Code 27361.7, I certify under the penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

Name of Notary: Dana C. Porche

Commission #: 1873840

Place of Execution: Riverside County

Date Commission Expires: 01/16/2014

Date: August 9, 2011

Signature: Dana C. Porche

Print Name: DANA C. Porche

Attachment: A. EP 203-246 Claim_CityofLakeElsinore (2370 : EP 203-246)

DOC # 2014-0289825
08/01/2014 08:00A Fee:NC
Page 1 of 3
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder

PLEASE COMPLETE THIS INFORMATION
RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

City of Lake Elsinore
Attn: City Clerk's Office
130 S. Main Street
Lake Elsinore, CA 92530

S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
1			3						
M	A	L	465	426	PCOR	NCOR	SMF	NCHG	EXAM
					T:		CTY	UNI	03

Space above this line for recorder's use only

Notice of Violation and Non-Compliance

Title of Document

TRA: _____

DTT: _____

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
($3.00 Additional Recording Fee Applies)

ACR 238P-AS4RE0 (Rev. 03/2008)

Attachment: A. EP 203-246 Claim_CityofLakeElsinore (2370 : EP 203-246)

RECORDING REQUESTED
NO FEE-RECORD FOR THE BENEFIT OF
RIVERSIDE COUNTY AND THE
CITY OF LAKE ELSINORE

WHEN RECORDED MAIL TO:
City of Lake Elsinore
Code Enforcement Division
130 S. Main Street
Lake Elsinore, CA 92530

Case # 14-631

Notice of Violation and Non-Compliance

NOTE *THIS CERTIFICATE OF NUISANCE CANNOT BE RELEASED UNTIL ALL APPLICABLE VIOLATIONS HAVE BEEN CORRECTED AND FEES AND FINES HAVE BEEN PAID-CONTACT THE CODE ENFORCEMENT DIVISION FOR DETAILS*

PLEASE TAKE NOTE that the real property located within the County of Riverside and the City of Lake Elsinore and described below has been found by the Code Enforcement Division of the City of Lake Elsinore to contain conditions declared to constitute a public nuisance pursuant to Lake Elsinore Municipal Code Title 8 Chapter 8.18.020. The owner thereof has been so notified: LEMC Section 8.18.020 (Q) Overgrown Weeds/Trees

LEGAL DESCRIPTION: 1.00 ACRES IN LOT 264 MB 018/005 COUNTRY CLUB HEIGHTS UNIT H
APN# 378-141-020
ADDRESS: 17330 BROMLEY AVE, LAKE ELSINORE, CA 92530-2901
PROPERTY OWNER: BARTLETT CARL & JEANNIE MARIE 17330 BROMLEY AVE, LAKE ELSINORE CA 92530-2901

Pursuant to Lake Elsinore Municipal Code Title 8 Chapter 8.18.130, under the authority contained in the Lake Elsinore Municipal Code Title 8 Chapter 8.18.130, all costs of abatement of the nuisance, including all costs of enforcement, if any, as confirmed by Lake Elsinore City Council, may be assessed and recorded as a special assessment and lien against the above described real property which shall be collected at the same time and in the same manner as ordinary property taxes are collected and shall be subject to the same penalties and the same procedure for foreclosure and sale in case of delinquency as provided for ordinary property taxes. After recordation, the lien may be foreclosed by judicial or other sale in the manner and means provided.

CITY OF LAKE ELSINORE
CODE ENFORCEMENT DIVISION

Fredrich S. Lopez
Code Enforcement Supervisor

COPY

Attachment: A. EP 203-246 Claim_CityofLakeElsinore (2370 : EP 203-246)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California
County of Riverside

On 7-21-14 (Date) before me, Joyce M. Teyler, Notary Public (Here Insert Name and Title of the Officer)

personally appeared Fredrich S. Lopez (Name(s) of Signer(s))

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

JOYCE M. TEYLER
Commission # 1951699
Notary Public - California
Riverside County
My Comm. Expires Sep 10, 2015

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Joyce M Teyler (Signature of Notary Public)

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: 17330 Bromley Ave Notice of Violation + Non Compliance

Document Date: — Number of Pages: 2

Signer(s) Other Than Named Above: —

Capacity(~~ies~~) Claimed by Signer(s)

Signer's Name: Fredrich S. Lopez	Signer's Name:
☐ Corporate Officer — Title(s):	☐ Corporate Officer — Title(s):
☒ ~~Individual~~	☐ Individual
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact	☐ Attorney in Fact
☐ Trustee	☐ Trustee
☐ Guardian or Conservator	☐ Guardian or Conservator
☐ Other:	☐ Other:
Signer Is Representing: City of Lake Elsinore	Signer Is Representing:
RIGHT THUMBPRINT OF SIGNER — Top of thumb here	RIGHT THUMBPRINT OF SIGNER — Top of thumb here

Item #5907

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COPY

Attachment: A. EP 203-246 Claim_CityofLakeElsinore (2370 : EP 203-246)

9.9.a

Vendor . . . . . : 1651 C.R. GANN DEMOLITION, INC.

Position to . . . . 2013 Starting fiscal year
Position to . . . . 7292015 Transaction Date - Descending Order

Type options, press Enter.
1=Select

Opt	Type	Date	Project	Amount	Encumbrance Liquidation	--- Payment Number / Date	
_	AP	10/31/2012		6,900.00	6,900.00	112255	C
	Account . : 100-4320-424.20-20			Invoice . : 1070		10/31/2012	
_	AP	10/31/2012		1,090.00	1,090.00	112255	C
	Account . : 100-4320-424.20-20			Invoice . : 1070		10/31/2012	
_	AP	10/15/2012		5,900.00	~~5,900.00~~	112105	C
	Account . : 100-4320-424.20-20			Invoice . : 1068		10/15/2012	
_	AP	10/04/2012		6,200.00	~~6,200.00~~	112064	C
	Account . : 100-4320-424.20-20			Invoice . : 1063		10/04/2012	
_	AP	10/04/2012		200.00		112064	C
	Account . : 100-4320-424.20-20			Invoice . : 1064		10/04/2012	

More...

F3=Exit F5=Encumbrances F7=Invoice Totals F11=Activity listing F12=Cancel

Attachment: A. EP 203-246 Claim_CityofLakeElsinore (2370 : EP 203-246)

GM201I06 7/

CITY OF LAKE ELSINORE
Accounts Payable Transaction

16:10:22

Group number . . . . . :	369 A/P #2 JJ	
Accounting period . . . :	03/2013	mm/yyyy
Posting date . . . . . :	09/11/2012	mm/dd/yyyy
Transaction date . . . . :	09/13/2012	mm/dd/yyyy
Invoice number . . . . . :	PLM0819#1703	
Account number . . . . . :		PROFESS.-TECH.&OTHER SVCS
Project number . . . . . :		
Amount . . . . . :	520.00	
Liquidated amount . . . :	.00	
Discount amount . . . . :	.00	
Retainage amount . . . . :	.00	
Net transaction amount . :	520.00	
Voucher number . . . . . :	001082	
PO number . . . . . :		
Vendor number . . . . . :	2735 SCOTT MORRISON & ASSOCIATES	
Description 1 . . . . . :	ASBESTOS RPRT FOR STRCTR	
Description 2 . . . . . :	ABTMT @ 17330 BROMLEY	
Transaction type code . :		

F3=Exit F12=Cancel F15=Group Inquiry F24=More keys

Attachment: A. EP 203-246 Claim_CityofLakeElsinore (2370 : EP 203-246)

CITY OF LAKE ELSINORE
Accounts Payable Transaction

Group number . . . . . :	394 A/P#1 FR	
Accounting period . . . :	03/2015	mm/yyyy
Posting date . . . . . :	09/25/2014	mm/dd/yyyy
Transaction date . . . . :	09/25/2014	mm/dd/yyyy
Invoice number . . . . . :	002425	
Account number . . . . . :		PROFESS.-TECH.&OTHER SVCS
Project number . . . . . :		
Amount . . . . . :	750.00	
Liquidated amount . . . :	.00	
Discount amount . . . . :	.00	
Retainage amount . . . . :	.00	
Net transaction amount . :	750.00	
Voucher number . . . . . :	001435	
PO number . . . . . :		
Vendor number . . . . . :	2789 DISCOUNT HAULING & CLEANUP SERVICE	
Description 1 . . . . . :	NUISANCE ABTMNT CLNUP ON	
Description 2 . . . . . :	GUNNERSON & BROMLEY	
Transaction type code . :		

F3=Exit F12=Cancel F15=Group Inquiry F24=More keys

Attachment: A. EP 203-246 Claim_CityofLakeElsinore (2370 : EP 203-246)

CITY OF LAKE ELSINORE
DREAM EXTREME

August 7, 2014

Via Certified: 7013 2250 0002 4554 5373

Carl Bartlett
17330 Bromley Avenue
Lake Elsinore, CA 92530

NUISANCE ABATEMENT ORDER
CASE: NA 14-631

At the Nuisance Abatement Hearing held on August 5, 2014, before the Nuisance Abatement Board, the Board motioned to declare the property located at 17330 Bromley Avenue, Lake Elsinore, CA 92530 (APN 378-141-020) 1.00 Acres in Lot 264 MB 018/005 Country Club Heights Unit H, a public nuisance pursuant to the attached Declaration of Public Nuisance No. 14-631.

The property shall be abated pursuant to provisions contained in the Declaration of Public Nuisance No. 14-631 as follows:

A. Remove all overgrown and dead vegetation.

An administrative fee of $427.92 will be charged for the hearing. Your failure to comply with the attached resolution will result in the City referring the property to a Court Appointed Receiver.

The owner or persons occupying or controlling such lot or premises affected may appeal to the City Council. Such appeal shall be in writing, accompanied by the $200.00 appeal fee, and shall be filed with the City Clerk of said City within fifteen (15) days from the date of this Order of Abatement.

If you have any questions, please contact the Code Enforcement Division at (951) 674-3124 ext. 227, for more information.

951.674.3124
130 S. Main Street
Lake Elsinore, CA 92530
www.lake-elsinore.org

Attachment: A. EP 203-246 Claim_CityofLakeElsinore (2370 : EP 203-246)

CITY OF LAKE ELSINORE

William A. Belvin
Building Official/Code Enforcement Manager
jmt

Attachment: A. EP 203-246 Claim_CityofLakeElsinore (2370 : EP 203-246)

CITY OF LAKE ELSINORE
DREAM EXTREME

130 SOUTH MAIN STREET
LAKE ELSINORE, CALIFORNIA 92530

CERTIFIED MAIL

7013 2250 0002 4554 5373

SAN BERNARDINO CA 924
11 AUG '14
PM 4 L

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com®

Postage	$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Tot	

AUG 08 2014
Postmark Here

Sent
Stree or Pt
City,

Carl Bartlett
17330 Bromley Avenue
Lake Elsinore, CA 92530

PS Form 3800, August 2006 — See Reverse for Instructions

7013 2250 0002 4554 5373

Carl Bartlett
17330 Bromley Avenue
Lake Elsinore

RECEIVED
SEP 04 2014
CITY OF LAKE ELSINORE
CODE ENFORCEMENT

NIXIE 918 7E 1009 0008/31/14
RETURN TO SENDER
ATTEMPTED - NOT KNOWN
UNABLE TO FORWARD
BC: 92530410930 *2704-07110-11-40

Attachment: A. EP 203-246 Claim_CityofLakeElsinore (2370 : EP 203-246)

City of Lake Elsinore
Code Enforcement Division
130 S. Main Street
Lake Elsinore, CA 92530
Tel: (951) 674-3124 ext. 227
Fax: (951) 471-1418

DECLARATION NO. 14-631

RESOLUTION OF THE NUISANCE ABATEMENT BOARD OF THE CITY OF LAKE ELSINORE FINDING THAT 17330 BROMELY AVENUE (APN 378141020) IN THE CITY OF LAKE ELSINORE, CALIFORNIA 92530 CONSTITUTES A PUBLIC NUISANCE AND ORDERING SUCH NUISANCE ABATED

WHEREAS, the Code Enforcement Manager/Building Official of the City of Lake Elsinore, California has determined that a public nuisance exists on property located at:

17330 BROMLEY Ave
LAKE ELSINORE, CA 92530
APN 378141020

and more particularly described as 1.00 ACRES IN LOT 264 MB 018/005 COUNTRY CLUB HEIGHTS UNIT H and set the matter for public hearing before the Nuisance Abatement Board to consider the Code Enforcement Manager/Building Official's determination and the abatement thereof; and

WHEREAS, the Nuisance Abatement Board of the City of Lake Elsinore on 08/05/2014 held a properly noticed hearing on the Code Enforcement Manager/Building Official's determination; and

WHEREAS, at the time of the hearing the Nuisance Abatement Board considered the staff report regarding the subject property, all oral testimony and any other relevant evidence presented to it, all which is incorporated herein by reference.

NOW, THEREFORE, BE IT RESOLVED by the Nuisance Abatement Board of the City of Lake Elsinore as follows:

1. That the property located at:
   17330 BROMLEY Ave

Attachment: A. EP 203-246 Claim_CityofLakeElsinore (2370 : EP 203-246)

LAKE ELSINORE, CA 92530
APN: 378141020

and more particularly described as **1.00 ACRES IN LOT 264 MB 018/005 COUNTRY CLUB HEIGHTS UNIT H** does constitute a public nuisance and that there is sufficient cause to abate the nuisance for the following reasons:

Municipal Code	Description	Corrective Action
8.18.020(Q)	Dead, decayed, diseased, overgrown or hazardous trees, weeds and vegetation, cultivated or uncultivated, which is likely to harbor rats or vermin, or constitute an unsightly appearance, or is detrimental to neighboring properties or property values.	Remove all overgrown, dead vegetation

2. That the Nuisance Abatement Board hereby orders that said nuisance be abated according to the corrective actions listed above.

3. That said nuisance shall be completely abated before **08/26/2014**. Otherwise the same will be removed and abated by the municipal authorities of the City of Lake Elsinore or it's contractor(s) in which case the cost of such removal shall be assessed upon the lot(s) and land on which said condition(s) are removed or corrected, and suchcost will constitute a lien and special assessment upon such lot(s) or land until paid.

Dated: 07/13/2014

CITY OF LAKE ELSINORE
NUISANCE ABATEMENT BOARD

William A. Belvin By
William A. Belvin
Code Enforcement Manager/Building Official
City of Lake Elsinore

Attachment: A. EP 203-246 Claim_CityofLakeElsinore (2370 : EP 203-246)



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

EP 203-246
City of Lake Elsinore
C/O Fred Lopez
130 S. Main St.
Lake Elsinore, CA 92530

9590 9401 0074 5168 3661 91

2. Article Number (Transfer from service label)
7015 0640 0006 1626 8767

COMPLETE THIS SECTION ON DE

A. Signature
X Kris Herrington ☐ Agent ☐

B. Received by (Printed Name) C. Date
Kris Herrington

D. Is delivery address different from item 1? ☐
If YES, enter delivery address below: ☐

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☑ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over $500)
☐ Priority Mail E
☐ Registered M
☐ Registered M Delivery
☐ Return Recei Merchandise
☐ Signature Cor
☐ Signature Cor Restricted De

PS Form 3811, April 2015 PSN 7530-02-000-9053 Domestic Return

August 23, 2016

City of Lake Elsinore
C/O Fred Lopez
130 S. Main St.
Lake Elsinore, CA 92530

Re: APN: 378141020-4
TC 203 Item 246
Date of Sale: May 5, 2015

To Whom It May Concern:

This office is in receipt of your claim for excess proceeds from the above-mentioned tax sale. The documentation you have provided is insufficient to establish your claim.

Please submit the necessary proof to establish your right to claim the excess proceeds. The document(s) listed below may assist the Tax Collector in making the determination.

___ Notarized Affidavit for Collection of Personal Property under California Probate Code 13100
___ Notarized Statement of different/misspelled
___ Notarized Statement Giving Authorization to claim on behalf of
___ Certified Death Certificate for
___ Copy of Birth Certificates for
___ Copy of Marriage Certificate for
___ Original Note/Payment Book
_X_ Updated Statement of Monies Owed (as of date of tax sale)
___ Articles of Incorporation (if applicable Statement by Domestic Stock)
___ Court Order Appointing Administrator
___ Deed (Quitclaim/Grant etc...)
___ Other –

Please send in all documents within 30 days (**September 22, 2016**). If you should have any questions, please contact me at the number listed below.

Sincerely,

Jennifer Pazicni
Tax Sale Operations Unit
(951) 955-3336
(951) 955-3990 Fax
jpazicni@RivCoTTC.org

Attachment: A. EP 203-246 Claim_CityofLakeElsinore (2370 : EP 203-246)

CITY OF LAKE ELSINORE
DREAM. EXTREME

BUILDING & SAFETY
130 S. MAIN STREET
LAKE ELSINORE, CA 92530
(951) 674-3124
www.lake-elsinore.org

August 30, 2016

Jennifer Pazicni
Tax Sale Operations Unit
4080 Lemon Street, 4th Floor
P.O. Box 12005
Riverside, CA 92502

STATEMENT OF MONIES OWED

Re: 17330 Bromley Avenue, Lake Elsinore, CA 92530

Listed below are the fees charged against the 17330 Bromley Avenue, 378141020-4, Lake Elsinore, CA 92530. TC 203 Item 246.

Preliminary Title Report	***$ 300.00***
Administrative Fee	***$ 250.00***
Asbestos Report	***$ 520.00***
Demolition Costs	***$ 6,900.00***
Asbestos Removal Costs	***$ 1,090.00***
Cleanup Fee	***$ 750.00***
Nuisance Abatement Order	***$ 427.92***
Recording Fee	***$ 13.00***
Total	***$10,250.92***

If you have any questions, please contact the Code Enforcement Division at (951) 674-3124 extension 227.

CITY OF LAKE ELSINORE

Joyce Teyler
Community Development Tech

Attachment: A. EP 203-246 Claim_CityofLakeElsinore (2370 : EP 203-246)

CLAIM FOR EXCESS PROCEEDS FROM THE SALE OF TAX-DEFAULTED PROPERTY
(SEE REVERSE SIDE FOR FURTHER INSTRUCTIONS)

RECEIVED
2016 JUN 23 AM 11:35
RIVERSIDE COUNTY
AREAS-TAX COLLECTOR
POSTMARKED
6-20-16

To: **Don Kent, Treasurer-Tax Collector**

Re: **Claim for Excess Proceeds**

TC 203 Item 246 Assessment No.: 378141020-4

Assessee: BARTLETT, CARL TR & JEANNIE MARIE TR

Situs: 17330 BROMLEY AVE LAKE ELSINORE 92530

Date Sold: May 5, 2015

Date Deed to Purchaser Recorded: June 18, 2015

Final Date to Submit Claim: June 20, 2016

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount o $_____ from the sale of the above mentioned real property. I/We were the ☐ lienholder(s), ☒ property owner(s) **[check in one box]** at the time of the sale of the property as is evidenced by Riverside County Recorder's Document No. 2009-0531465; recorded on 10/6/09. A copy of this document is attached hereto. I/We are the rightful claimants by virtue of the attached assignment of interest. I/We have listed below and attached hereto each item of documentation supporting the claim submitted.

NOTE: YOUR CLAIM WILL NOT BE CONSIDERED UNLESS THE DOCUMENTATION IS ATTACHED.

Articles marked in upper righthand - A: copy of notice, B: copy of quitclaim deed transferring to trust, C: copy of current valid photo ID for both trustees, D: copy of SSN which may be used for EIN of trust, E: copy of full trust "The Carl Bartlett and Jeannie Marie Bartlett Family Trust" (cover + table of contents + 15 pages) naming trustees on page 1

If the property is held in Joint Tenancy, the taxsale process has severed this Joint Tenancy, and all Joint Tenants will have to sign the claim unless the claimant submits proof that he or she is entitled to the full amount of the claim, the claimant may only receive his or her respective portion of the claim.

I/We affirm under penalty of perjury that the foregoing is true and correct.

Executed this 17th day of June, 2016 at Linn County, Oregon
County, State

Carl J. Bartlett
Signature of Claimant

Jeannie M. Bartlett
Signature of Claimant

Carl Bartlett, TTE
Print Name

Jeannie M. Bartlett, TTE
Print Name

2144 Geary St. SE #2
Street Address

2144 Geary St. SE #2
Street Address

Albany, OR 97322
City, State/Zip

Albany, OR 97322
City, State, Zip

(541)231-7995
Phone Number

(541)231-7995
Phone Number

email: zultara@gmail.com

SCO 8-21 (1-99)

Attachment: B. EP 203-246 Claim_Global-CarlBartlett (2370 : EP 203-246)

www.globaldiscoveries.com

GLOBAL DISCOVERIES, LTD

Ph: 209-593-3900 or 800-370-0372 | Fx: 209-549-9299 | Info@gd-ltd.com 1120 13th Street, Suite A | Modesto, CA 95354

CLAIM SUMMARY

Date:	September 2, 2016
To:	Riverside County Treasurer and Tax Collector
Assessors Parcel Number:	378141020-4
Last Assessee:	BARTLETT CARL & JEANNIE MARIE
Sale Date:	4/30/2015
TC:	TC 203
Item Number:	246
Deadline:	6/18/2016

Dear Treasurer/Tax Collector:

1. Claimant(s): Global Discoveries, Ltd.

Please note, Jeannie Marie Bartlett and Carl Bartlett have appointed Global Discoveries, Ltd. to take over the claim they original filed on their own behalf with Riverside County and enclosed is the supporting documentation that applies to the claim Global has now acquired.

1. Quitclaim Deed granting interest to Carl Bartlett and Jeannie Marie Bartlett, Trustee of the Carl Bartlett and Jeannie Marie Bartlett Trust as Document Number: 2009-0531465, recorded on 10/14/2009 in Riverside County, CA.
2. Carl Bartlett and Jeannie Marie Bartlett Trust – **Please Note:** Page 1 of the Trust names Carl Bartlett and Jeannie Marie Bartlett as the Trustors and Trustees of the Trust
    a. **Please Note:** Schedule A of the Trust lists the **17330 Bromley Ave. Lake Elsimore, CA 92530** address as Trust Estate Property; this is one and the same address that is noted on the above referenced Quitclaim Deed.
3. Certification of Trust
4. Affidavit
5. Assignment of Rights To Collect Excess Proceeds signed by Carl Bartlett and Jeannie Marie Bartlett as Trustees of The Carl Bartlett and Jeannie Marie Bartlett Trust
6. Claim form(s) signed by Global Discoveries
7. Copy of SS Card for Carl J Bartlett - Please **Note:** Carl's SS Number is one and the same as the Trust Identification Number for the Carl Bartlett and Jeannie Marie Bartlett Trust.
8. Photo ID for Assignors: Carl Bartlett and Jeannie Marie Bartlett

Upon approval, claimant(s) request that the Treasurer and Tax Collector issue its warrant(s) as follows:

- One warrant in the amount of $109,969.19 or 100% of the claimant's share of the excess proceeds made payable to Global Discoveries Ltd. and mailed to P.O. Box 1748, Modesto, CA 95353-1748.

Please address questions regarding the attached claim(s) to Jed Byerly, Managing Member, at (209) 593-3913, or e-mail to jed@gd-ltd.com.

The Client(s) and the staff of Global Discoveries, Ltd., thank you in advance for your timely review and approval of the attached claim(s).

Certified Tracking Number: 7016-1370-0000-0362-5623

Attachment: B. EP 203-246 Claim_Global-CarlBartlett (2370 : EP 203-246)

County Administrative Center- 4th Floor
4080 Lemon Street, P.O. Box 12005
Riverside, CA 92502-2205
(951) 955-3900
(951) 955-3990 - Fax

E-mail: ttc@co.riverside.ca.us
www.countytreasurer.org

COUNTY OF RIVERSIDE
TREASURER-TAX COLLECTOR

Palm Desert Office
38-686 El Cerrito Road
Palm Desert, CA 92211

Temecula Office
40935 County Center Drive, Suite C
Temecula, CA 92591

July 22, 2015

BARTLETT, JEANNIE MARIE TR
405 QUEEN AVE SE
ALBANY, OR 97322-3367

Re: EXCESS PROCEEDS FROM SALE OF TAX DEFAULTED PROPERTY

Assessment No.: 378141020-4 Item: 246
Situs Address: 17330 Bromley Ave Lake Elsinore 92530
Assessee: Bartlett, Carl Tr & Jeannie Marie Tr
Date Sold: May 5, 2015
Date Deed to Purchaser Recorded: June 18, 2015
Final Date to Submit Claim: June 20, 2016

Dear Sir or Madame:

The property referenced above was declared subject to the Tax Collector's power of sale for non-payment of taxes and later sold. Parties of Interest, as defined in Section 4675 of the California Revenue and Taxation Code (e.g., the last assessee and any lienholders of record), have a right to file a claim for any excess proceeds that remain after the tax liens and the costs of the sale have been satisfied. Our records show that you may be a party of interest, and we are enclosing for your convenience a claim form and a return envelope. Please note that your claim must be filed within one year of the date the deed to the purchaser was recorded (shown above). By law, we cannot accept claims after one year from this recording date. Claims submitted will be evaluated by our legal counsel and awarded in accordance with state law. The submission of a claim merely initiates that review.

The enclosed form is relatively simple and we must stress that most applicants will be able to fill it out without help. However, if you need help, please feel free to contact our office by mail, telephone or in person and we will help you without charge. You may telephone us at (951) 955-3336.

If you prefer to have an agent file your claim for you, or if you should decide to sell your claim (often referred to as "assignment") so that the purchaser of the claim may receive the funds, please advise us and we will send the proper form.

Please note also that the statutory procedures and the County's internal procedures dictate that most claims will not be processed until at least twenty (20) months following the date of recordation of the tax deed.

Sincerely,

DON KENT
TREASURER-TAX COLLECTOR

By *Jennifer Pazicni*
Deputy

117-170(Rev. 5-03)

Attachment: B. EP 203-246 Claim_Global-CarlBartlett (2370 : EP 203-246)

ASSIGNMENT OF RIGHT TO COLLECT EXCESS PROCEEDS

To expedite processing of this claim, we would strongly suggest you use this form. For this form to be valid it must be completed in its entirety and documentation establishing the assignor as a "party of interest" must be provided at the time this document is filed with the Treasurer-Tax Collector. PLEASE SEE REVERSE SIDE OF THIS DOCUMENT FOR FURTHER INSTRUCTIONS.

As a party of interest (defined in Section 4675 of the California Revenue and Taxation Code), I, the undersigned, do hereby assign to Global Discoveries Ltd. my right to apply for and collect the excess proceeds which you are holding and to which I am entitled from the sale of assessment number 378141020-4 Tax Sale Number TC 203, Item 246 sold at public auction on 4/30/2015. I understand that the total of excess proceeds available for refund is $ 109,969.19+/-, and that I AM GIVING UP MY RIGHT TO FILE A CLAIM FOR THEM. FOR VAULABLE CONSIDERATION RECEIVED I HAVE SOLD THIS RIGHT OF COLLECTION (assignment) TO THE ASSIGNEE. I certify under penalty of perjury that I have disclosed to the assignee all facts of which I am aware relating to the value of this right I am assigning.

Carl Bartlett — ~~8/26/16~~ 8/29/2016 CB
(Signature of Party of Interest/Assignor) (Date)

Carl Bartlett as Trustee of The Carl Bartlett and Jeannie Marie Bartlett Trust
(Name Printed)

Jeannie M. Bartlett — ~~8/26/2016~~ 08/29/2016 JMB
(Signature of Party of Interest/Assignor) (Date)

Jeannie Marie Bartlett as Trustee of The Carl Bartlett and Jeannie Marie Bartlett Trust
(Name Printed)

Tax ID/SS# _

2144 Geary St SE Apt 2
(Address)

Albany, OR, 97322-5300
(City/State/Zip)

541-231-7995
(Area Code/Telephone Number)

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Oregon)
County of Linn)

On 8/29/2016 (Date) before me, David Scott, Notary public (here insert name and title of the officer) personally appeared Carl J Bartlett, Jeannie M Bartlett, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

David Scott (seal)
Signature of Notary Public

OFFICIAL STAMP
DAVID EARL SCOTT
NOTARY PUBLIC-OREGON
COMMISSION NO. 934539
MY COMMISSION EXPIRES FEBRUARY 01, 2019

I, the undersigned, certify under penalty of perjury that I have disclosed to the party of interest (assignor), pursuant to Section 4675 of the California Revenue and Taxation Code, all facts of which I am aware relating to the value of the right he is assigning, that I have disclosed to him the full amount of excess proceeds available, and that I HAVE ADVISED HIM OF HIS RIGHT TO FILE A CLAIM ON HIS OWN WITHOUT ASSIGNING THAT RIGHT.

(Signature of Assignee)

Jed Byerly, Managing Member
(Name Printed)

Tax ID/SS# ___

Global Discoveries Ltd.
(Address)
P.O. Box 1748
Modesto, CA 95353-1748
(City/State/Zip)

Phone: (209) 593-3913

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Stanislaus)

On 9/6/2016 (Date) before me, Patricia Prasad- Notary Public (here insert name and title of the officer) personally appeared Jed Byerly, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public (seal)

PATRICIA PRASAD
Commission # 2127047
Notary Public - California
Stanislaus County
My Comm. Expires Sep 18, 2019

117-174 (3/85) (Ret-Perm)

Attachment: B. EP 203-246 Claim_Global-CarlBartlett (2370 : EP 203-246)

43899

Order No.
Escrow No. 14-2001
Loan No.

WHEN RECORDED MAIL TO:

Carl E. Bartlett
2292 Lewis Avenue
Long Beach, California 90806

RECEIVED FOR RECORD
APR 5 1972
AT 9:00 O'CLOCK A.M.
At Request of
FIRST AMERICAN TITLE COMPANY
OF RIVERSIDE
Book 1972, Page 43899
Official Records
of Riverside County, California
W. D. Balogh Recorder
FEE $ 3.00

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MAIL TAX STATEMENTS TO:

Carl E. Bartlett
2292 Lewis Avenue
Long Beach, California 90806

DOCUMENTARY TRANSFER TAX $ ~~3.00~~ 10.45

..... Computed on the consideration or value of property conveyed; OR
X Computed on the consideration or value less liens or encumbrances remaining at time of sale.

First National Bank and Trust Company
Signature of Declarant or Agent determining tax — Firm Name

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

William F. Dester, a married man, as his sole and separate property

hereby GRANT(S) to Carl E. Bartlett, a single man

the real property in the City of Elsinore
County of ~~Riverside~~, State of California, described as

Lot 264 of Country Club Heights, Unit "H", as shown by map on file in Book 18 pages 5 and 6 of Maps, Records of Riverside County, California.

Dated January 14, 1972

William F. Dester

STATE OF CALIFORNIA
COUNTY OF Riverside } ss.

On JANUARY 15, 1972
before me, the undersigned, a Notary Public in and for said State, personally appeared WILLIAM F. DESTER

known to me to be the person whose name subscribed to the within instrument and acknowledged that executed the same.

WITNESS my hand and official seal.

Signature Jerry E. Barnes

OFFICIAL SEAL
JERRY E. BARNES
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
RIVERSIDE COUNTY
My Commission Expires Jan. 1, 1976

(This area for official notarial seal)

1002 (10/69)

MAIL TAX STATEMENTS AS DIRECTED ABOVE

END RECORDED DOCUMENT, W. D. BALOGH, COUNTY RECORDER

Attachment: B. EP 203-246 Claim_Global-CarlBartlett (2370 : EP 203-246)

LAST WILL AND TESTAMENT

OF

CARL ELDRED BARTLETT

I, CARL ELDRED BARTLETT, a resident of the County of Riverside, State of California, being of lawful age and of sound and disposing mind and memory, and not acting under duress, menace, fraud, or undue influence, hereby make, publish and declare this to be my Last Will and Testament, and expressly revoke all Wills and Testaments, including Codicils, which I have previously made.

FIRST

The bounties of my affection are:

CARL JOSEPH BARTLETT, MY SON
JULIE MARIE BARTLETT, MY DAUGHTER
JOSHUA LEE McCABE, MY FOSTER-SON

The terms "children" and "issue" as used herein shall mean lawful issue and shall include afterborn and legally adopted children.

SECOND

It is my intention to dispose of all my separate property and my interest in any community property. I do not intend to exercise any power of appointment which I now have or which may hereafter be conferred on me, unless that power is specifically referred to herein or in any Codicil hereto.

THIRD

I direct that all estate and inheritance taxes payable as a result of my death, not limited to taxes assessed on property passing under this Will, shall be paid out of the residue of my estate, and shall not be deducted or collected from any legatee, devise or beneficiary hereunder.

Initials CB

Attachment: B. EP 203-246 Claim_Global-CarlBartlett (2370 : EP 203-246)

FOURTH

A. I give my Estate to the Trustee of the Trust entitled THE CARL ELDRED BARTLETT FAMILY TRUST, dated 11-17-95 and executed by myself as Trustee and myself as Trustor, as part of the Trust, to be administered and disposed of as in accordance with the provisions of the Trust.

B. If for any reason the foregoing bequest lapses or fails, I give the residue of my estate to the Trustee named in the Trust Agreement referred to in Paragraph A above; to be held, administered and distributed pursuant to the terms and provisions of that Trust agreement in the same manner as if the terms of that Trust were set forth in full herein.

In the event that the Trustee named in the Trust Agreement is unable or unwilling to act as Trustee, declines to act as Trustee, resigns, dies or becomes legally incapacitated, I hereby appoint the Successor Trustee as designated in the above referenced Trust, as Trustee.

FIFTH

I hereby nominate my Son, Carl Joseph Bartlett to be Executor of this my Last Will and Testament. If Carl Joseph Bartlett is unable or unwilling to serve as Executor, I hereby nominate my Friend, Robert Lapointe, as First Alternate Executor. They are to serve without bond.

I authorize my Executor:

(1) To sell either at public or private sale, with or without notice, any property belonging to my estate, subject to any confirmation required by law.

(2) To invest and reinvest any surplus money in my estate in any kind of property, real, personal or mixed, and any kind of investment, which men of prudence, discretion and intelligence acquire for their own account. In so investing and reinvesting, the Executor shall exercise that judgment and care, under the circumstances that then prevail, which men of prudence, discretion and intelligence exercise in the management of their own affairs, not relating to speculation but regarding the permanent disposition of their funds.

(3) To continue the operation of any business that I may own at the time of my death for the period of time and in the manner that the Executor considers advisable and in the best interest of my estate, or to sell or liquidate such business at the time and on the terms and conditions that the Executor considers advisable and in the best interest of the estate.

Initials CB

Attachment: B. EP 203-246 Claim_Global-CarlBartlett (2370 : EP 203-246)

witnesses, as his Last Will and Testament and he requested us to act as witnesses to it. He thereupon signed this Will in our presence, all of us being present at the same time.

We now, at his request, in his presence and in the presence of each other, subscribe our names as witnesses.

Executed under penalty of perjury this 17 day of NOV., 1995, at Sun City, California.

residing at 1300 QUAIL St. #101 Newport Beach CA 92660

residing at 1300 QUAIL #101 NEWPORT BEACH CA 92660

Initials CB

Attachment: B. EP 203-246 Claim_Global-CarlBartlett (2370 : EP 203-246)

ABSTRACT OF TRUST

Name of Trust of	:	THE CARL ELDRED BARTLETT FAMILY TRUST
Trustor	:	CARL ELDRED BARTLETT
Trustee	:	CARL ELDRED BARTLETT
Dated	:	11-17-'95

The following provisions are found in the Trust Agreement and may be relied upon as a correct abbreviated statement of the operation of the Trust during the joint lifetimes of the Trustors by anyone dealing with any Trustee or Successor Trustee of the Trust:

1. During the lifetime of the Trustor, the Trust does maintain the character of property of the Trustee, as well as his property interests and rights. This is accomplished by the Declaration of Trust.

In effect the character of the property before its transfer to the Trust remains the same after its transfer to the Trust.

2. The Trustor may amend the Trust; Trustor may revoke the Trust as to his property or his interest in community property, while Trustor is living.

3. The Trustor is entitled to receive income from the Trust and Principal may be invaded by Trustor.

4. Property may be added or removed from the Trust.

5. The Trustee is given broad powers, including the power, subject to the Trustee's fiduciary obligations, to have all the rights, powers and privileges which an absolute owner of the same property would have.

6. The Successor Co-Trustees of the Trust are:

Carl Joseph Bartlett and Robert Lapointe, as First Successor Co-Trustees

7. Procedures for substitution and resignation of a Trustee and designation of a Successor Trustee are set forth in the Trust instrument.

Initial CB

Attachment: B. EP 203-246 Claim_Global-CarlBartlett (2370 : EP 203-246)

ROBERT LA POINTE
P.O. BOX 1098
WILDOMAR CA 9259

Date 5-25-07

CARL BARTLETT
17330 Gunnerson Street
Lake Elsinore, CA 92530

RE: RESIGNATION OF CO-TRUSTEE

Dear Mr. Bartlett,

Please be advised that the undersigned, ROBERT LA POINTE, Co-Trustee of the Carl Eldred Bartlett Family Trust (1995), hereby resigns his appointment as Co-Trustee of said Trust to be effective thirty days from the date of this notice, pursuant to the terms of resignation as specified in the Carl Eldred Bartlett Family Trust (1995).

Sincerely,

ROBERT LA POINTE

STATE OF CALIFORNIA }

COUNTY OF RIVERSIDE }

On May 25, 2007, before me Sara Hundshamer, a Notary Public, personally appeared **ROBERT LA POINTE**, personally known to me (or proved on the basis of satisfactory evidence) to be the person whose name is subscribed in the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary public in and for said State

SARA HUNDSHAMER
COMM. # 1714957
NOTARY PUBLIC - CALIFORNIA
RIVERSIDE COUNTY
COMM. EXPIRES FEB. 4, 2011

Attachment: B. EP 203-246 Claim_Global-CarlBartlett (2370 : EP 203-246)

STATE OF CALIFORNIA

CERTIFICATION OF VITAL RECORD

COUNTY of SAN BERNARDINO

DEPARTMENT OF PUBLIC HEALTH

351 MT. VIEW AVENUE, SAN BERNARDINO, CALIFORNIA 92415-0010

CERTIFICATE OF DEATH

STATE OF CALIFORNIA

USE BLACK INK ONLY / NO ERASURES, WHITEOUTS OR ALTERATIONS

STATE FILE NUMBER: 3200636012710

LOCAL REGISTRATION NUMBER

DECEDENT'S PERSONAL DATA

1. NAME OF DECEDENT — FIRST (Given)	2. MIDDLE	3. LAST (Family)
CARL	ELDRED	BARTLETT

AKA ALSO KNOWN AS — Include full AKA (FIRST, MIDDLE, LAST)

4. DATE OF BIRTH mm/dd/yyyy	5. AGE Yrs	IF UNDER ONE YEAR Months / Days	IF UNDER 24 HOURS Hours / Minutes	6. SEX
03/29/1932	74			M

9. BIRTH STATE/FOREIGN COUNTRY	11. EVER IN U.S. ARMED FORCES?	12. MARITAL STATUS (at Time of Death)	7. DATE OF DEATH mm/dd/yyyy	8. HOUR (24 Hours)
IL	[X] YES [ ] NO [ ] UNK	DIVORCED	12/28/2006	1945

13. EDUCATION — Highest Level/Degree (see instructions on back)	14/15. WAS DECEDENT HISPANIC/LATINO/A/SPANISH? (If yes see worksheet on back.)	16. DECEDENT'S RACE — Up to 3 races may be listed (see worksheet on back)
SOME COLLEGE	[ ] YES [X] NO	WHITE

17. USUAL OCCUPATION — Type of work for most of life. DO NOT USE RETIRED	18. KIND OF BUSINESS OR INDUSTRY (e.g., grocery store, road construction, employment agency, etc.)	19. YEARS IN OCCUPATION
LAKE ELSINORE	CONSTRUCTION	30

USUAL RESIDENCE

20. DECEDENT'S RESIDENCE (Street and number or location)				
17330 GUNNERSON ST				
21. CITY	**22. COUNTY/PROVINCE**	**23. ZIP CODE**	**24. YEARS IN COUNTY**	**25. STATE/FOREIGN COUNTRY**
LAKE ELSINORE	RIVERSIDE	92530	30	CA

INFORMANT

26. INFORMANT'S NAME RELATIONSHIP	27. INFORMANT'S MAILING ADDRESS (Street and number or rural route number, city or town, state, ZIP)
CARL JOSEPH BARTLETT, SON	17330 GUNNERSON ST, LAKE ELSINORE, CA 92530

SPOUSE AND PARENT INFORMATION

28. NAME OF SURVIVING SPOUSE — FIRST	29. MIDDLE	30. LAST (Maiden Name)	
-	-	-	
31. NAME OF FATHER — FIRST	**32. MIDDLE**	**33. LAST**	**34. BIRTH STATE**
CARL	I	BARTLETT	IL
35. NAME OF MOTHER — FIRST	**36. MIDDLE**	**37. LAST (Maiden)**	**38. BIRTH STATE**
GLADYS	-	FULLER	IL

FUNERAL DIRECTOR/ LOCAL REGISTRAR

39. DISPOSITION DATE mm/dd/yyyy	40. PLACE OF FINAL DISPOSITION	
01/05/2007	RESIDENCE CARL JOSEPH BARTLETT 17330 GUNNERSON ST, LAKE ELSINORE, CA 92530	
41. TYPE OF DISPOSITION(S)	**42. SIGNATURE OF EMBALMER**	**43. LICENSE NUMBER**
CR/RES	NOT EMBAMED	-
44. NAME OF FUNERAL ESTABLISHMENT	**45. LICENSE NUMBER**	**46. SIGNATURE OF LOCAL REGISTRAR**
EVANS BROWN SUN CITY MORTUARY	FD1225	ERIC K FRYKMAN, MD
		47. DATE mm/dd/yyyy 01/05/2007

PLACE OF DEATH

101. PLACE OF DEATH	102. IF HOSPITAL, SPECIFY ORE	103. IF OTHER THAN HOSPITAL, SPECIFY ONE	
LOMA LINDA UNIVERSITY MEDICAL CENTER	[X] IP [ ] ER/OP [ ] DOA	[ ] Hospice [ ] Nursing Home/LTC [ ] Decedent's Home [ ] Other	
104. COUNTY	**105. FACILITY ADDRESS OR LOCATION WHERE FOUND (Street and number or location)**	**106. CITY**	
SAN BERNARDINO	11234 ANDERSON STREET	LOMA LINDA	

CAUSE OF DEATH

107. CAUSE OF DEATH — Enter the chain of events — diseases, injuries, or complications — that directly caused death. DO NOT enter terminal events such as cardiac arrest, respiratory arrest, or ventricular fibrillation without showing the etiology. DO NOT ABBREVIATE.

IMMEDIATE CAUSE (Final disease or condition resulting in death) →	(A) BRAIN DEATH		
Sequentially list conditions, if any, leading to cause on line A. Enter UNDERLYING CAUSE (disease or injury that initiated the events resulting in death) LAST	(B) SPONTANEOUS INTRACEREBRAL HEMORRHAGE		
	(C) HYPERTENSION		
	(D)		

Time Interval Between Onset and Death	108. DEATH REPORTED TO CORONER?
(A) IMMED	[ ] YES [X] NO
(B) HRS	109. BIOPSY PERFORMED? [ ] YES [X] NO
(C) YRS	110. AUTOPSY PERFORMED? [ ] YES [X] NO
(D)	111. USED IN DETERMINING CAUSE? [ ] YES [ ] NO

112. OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH BUT NOT RESULTING IN THE UNDERLYING CAUSE GIVEN IN 107: NONE

113. WAS OPERATION PERFORMED FOR ANY CONDITION IN ITEM 107 OR 112? (If yes, list type of operation and date.): NO

113A. IF FEMALE, PREGNANT IN LAST YEAR? [ ] YES [ ] NO [ ] UNK

PHYSICIAN'S CERTIFICATION

114. I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE DEATH OCCURRED AT THE HOUR, DATE AND PLACE STATED. FROM THE CAUSES STATED. Decedent Attended Since: (A) time/dd/yyyy: 12/28/2006; Decedent Last Seen Alive: (B) mm/dd/yyyy: 12/28/2006

115. SIGNATURE AND TITLE OF CERTIFIER	116. LICENSE NUMBER	117. DATE mm/dd/yyyy
DAVID BLAND, M.D	A34161	01/03/2007

118. TYPE ATTENDING PHYSICIAN'S NAME, MAILING ADDRESS, ZIP CODE: DAVID BLAND, M.D. 11234 ANDERSON STREET, LOMA LINDA, CA 92354

CORONER'S USE ONLY

119. I CERTIFY THAT IN MY OPINION DEATH OCCURRED AT THE HOUR, DATE AND PLACE STATED. FROM THE CAUSES STATED.

MANNER OF DEATH: [ ] Natural [ ] Accident [ ] Homicide [ ] Suicide [ ] Pending Investigation [ ] Could not be determined

120. INJURED AT WORK?	121. INJURY DATE mm/dd/yyyy	122. HOUR (24 Hours)
[ ] YES [ ] NO [ ] UNK		

123. PLACE OF INJURY (e.g., home, construction site, wooded area, etc.)

124. DESCRIBE HOW INJURY OCCURRED (Events which resulted in injury)

125. LOCATION OF INJURY (Street and number, or location, and city, and ZIP)

126. SIGNATURE OF CORONER / DEPUTY CORONER	127. DATE mm/dd/yyyy	128. TYPE NAME, TITLE OF CORONER / DEPUTY CORONER

STATE REGISTRAR	A	B	C	D	E		FAX AUTH. #	CENSUS TRACT
	2-1-9c	10-1-10				*01200600391673*		

CERTIFIED COPY OF VITAL RECORDS

STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO } SS

DATE ISSUED Jan 9, 2007

This is a true and exact reproduction of the document officially registered and placed on file in the VITAL RECORDS SECTION, SAN BERNARDINO DEPARTMENT OF PUBLIC HEALTH.

ERIC FRYKMAN, M.D.
COUNTY HEALTH OFFICER
REGISTRAR OF VITAL STATISTICS

00162672

This copy not valid unless prepared on engraved border displaying seal and signature of Registrar

THE GREAT SEAL OF THE STATE OF CALIFORNIA — EUREKA

Attachment: B. EP 203-246 Claim_Global-CarlBartlett (2370 : EP 203-246)

CERTIFICATION OF TRUSTEES UNDER TRUST
(California Probate Code Section 18100.5)

We, Carl Bartlett and Jeannie Marie Bartlett, being of legal age, declares under penalty of perjury:

1. Declarant(s) certify the existence of the following described Trust and state that he/she/they are all of the current trustees:

   Name of Trust: The Carl Bartlett and Jeannie Marie Bartlett Trust
   Date of Trust: 10/06/2009
   Trustor(s)/Settlor(s): Carl Bartlett and Jeannie Marie Bartlett
   Original Trustee(s): Carl Bartlett and Jeannie Marie Bartlett
   Trust Identification, Social Security or Employer Identification _

2. Declarant(s) state that the Trust is in full force and effect and has not been revoked, terminated or otherwise amended in any manner which would cause the representations in this Certification to be incorrect. The name(s) of all persons who have any power to revoke the trust are: Carl Bartlett and Jeannie Marie Bartlett

3. Declarant(s) state the following named trustee(s) is/are full empowered to act for said Trust and is/are properly exercising his/her/their authority under said Trust in negotiating for, contract for and executing the document(s) attached hereto, and that no trustee(s) other than the following named trustees are necessary under the Trust to sign said document(s):

   Trustees authorized to sign: Carl Bartlett and Jeannie Marie Bartlett
   Nature of document: Assignment of Right to Collect Excess Proceeds
   Date of document: August 29th 2016

4. Declarant(s) state that to the best of their knowledge, there are no claims, challenges of any kind or cause of action alleged, contesting or questioning the validity of the Trust or the trustee's authority to act for the Trust.

5. This Declaration is prepared and executed pursuant to California Probate Code Section 18100.5.

Signed under penalty of perjury, this 29th day of August, 2016

Carl Bartlett
Signature

Jeannie M. Bartlett
Signature

Name: The Carl Bartlett and Jeannie Marie Bartlett Trust
Address: 2144 Geary St. SE #2, ~~Albany, OR 97322~~ CB
City, State, Zip Albany, OR 97322

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Oregon)
County of Linn)

On 8/29/2016 (Date) before me, David Scott Notary Public (here insert name and title of the officer), personally appeared Carl J Bartlett, Jeannie M Bartlett, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

David Scott (seal)
Signature of Notary Public

OFFICIAL STAMP
DAVID EARL SCOTT
NOTARY PUBLIC-OREGON
COMMISSION NO. 934539
MY COMMISSION EXPIRES FEBRUARY 01, 2019

GD Number: 24909-196627

Attachment: B. EP 203-246 Claim_Global-CarlBartlett (2370 : EP 203-246)

AFFIDAVIT

We, Carl Bartlett and Jeannie Marie Bartlett hereby declare:

1. We are over the age of 18 and a residents of Albany, OR. The facts set forth herein are true of our own personal knowledge. If called to testify as a witness in a judicial proceeding, We could, and would, testify truthfully and competently thereto.

2. We, Carl Bartlett and Jeannie Marie Bartlett are one and the same persons who are noted as the Trustees of the Carl Bartlett and Jeannie Marie Bartlett Trust on the Quitclaim Deed as Document Number: 2009-0531465, recorded on 10/14/2009 in Riverside County, CA.

3. I, Carl Bartlett am one and the same person as Carl J. Bartlett

4. We assigned the excess proceeds to Global Discoveries, Ltd., for _Riverside_ County Assessors Parcel Number __378-141-020-4.

We declare under penalty of perjury that the foregoing is true and correct. Executed this 29th day of ~~July~~ August, in Albany, Oregon.

x Carl Bartlett, Trustee
Carl Bartlett as Trustee of The Carl Bartlett and Jeannie Marie Bartlett Trust

x Jeannie M. Bartlett, Co-Trustee
Jeannie Marie Bartlett as Trustee of The Carl Bartlett and Jeannie Marie Bartlett Trust

JURAT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Oregon

County of Linn

Subscribed and sworn to (or affirmed) before me on this

29th day of August, 2016, by
Date Month Year

Carl Bartlett, Jeannie
Name of Signer(s)

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature David Scott
Signature of Notary Public

(Place Notary Seal Above)

OFFICIAL STAMP
DAVID EARL SCOTT
NOTARY PUBLIC-OREGON
COMMISSION NO. 934539
MY COMMISSION EXPIRES FEBRUARY 01, 2019

GD Number: 24909-196627

Attachment: B. EP 203-246 Claim_Global-CarlBartlett (2370 : EP 203-246)

CLAIM FOR EXCESS PROCEEDS FROM THE SALE OF TAX DEFAULTED PROPERTY

To: Riverside County Treasurer and Tax Collector

Assessor's Parcel No: 378141020-4
Tax Sale Number: TC 203
Item Number: 246
Date of Sale: 4/30/2015

The undersigned claimant, Global Discoveries, Ltd., claims $109,969.19+/- or 100% of the claimant's share of the actual amount of excess proceeds from the sale of the property referenced above.

Global Discoveries, Ltd., claims its status as a party of interest pursuant to Section 4675 of the California Revenue and Taxation Code based upon the attached documentation:

Please refer to Claim Summary and attached Documents

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this 2nd day of September, 2016 at Modesto, California.

By: _____
Jed Byerly, Managing Member
Global Discoveries Ltd. Tax ID #
P.O. Box 1748
Modesto, CA 95353-1748

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Stanislaus)

On 9/6/2016 (Date) before me, Patricia Prasad - Notary Public (here insert name and title of the officer), personally appeared Jed Byerly, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (seal)
Signature of Notary Public

PATRICIA PRASAD
Commission # 2127047
Notary Public - California
Stanislaus County
My Comm. Expires Sep 18, 2019

Attachment: B. EP 203-246 Claim_Global-CarlBartlett (2370 : EP 203-246)

CLAIM FOR EXCESS PROCEEDS FROM THE SALE OF TAX-DEFAULTED PROPERTY
(SEE REVERSE SIDE FOR FURTHER INSTRUCTIONS)

RECEIVED
2016 JUN 23 AM 11:35
RIVERSIDE COUNTY
TREAS-TAX COLLECTOR
POSTMARKED
6-20-16

To: Don Kent, Treasurer-Tax Collector

Re: Claim for Excess Proceeds

TC 203 Item 246 Assessment No.: 378141020-4

Assessee: BARTLETT, CARL TR & JEANNIE MARIE TR

Situs: 17330 BROMLEY AVE LAKE ELSINORE 92530

Date Sold: May 5, 2015

Date Deed to Purchaser Recorded: June 18, 2015

Final Date to Submit Claim: June 20, 2016

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of $ _____ from the sale of the above mentioned real property. I/We were the ☐ lienholder(s), ☒ property owner(s) **[check in one box]** at the time of the sale of the property as is evidenced by Riverside County Recorder's Document No. 2009-0521465 ; recorded on 10/6/09 . A copy of this document is attached hereto. I/We are the rightful claimants by virtue of the attached assignment of interest. I/We have listed below and attached hereto each item of documentation supporting the claim submitted.

NOTE: YOUR CLAIM WILL NOT BE CONSIDERED UNLESS THE DOCUMENTATION IS ATTACHED.

Articles marked in upper right hand - A: copy of notice, B: copy of quitclaim deed transferring to trust, C: copy of current valid photo ID for both trustees, D: copy of SSN which may be used for EIN of trust, E: copy of full trust "The Carl Bartlett and Jeannie Marie Bartlett Family Trust" (cover + table of contents + 15 pages) naming trustees on page 1

If the property is held in Joint Tenancy, the taxsale process has severed this Joint Tenancy, and all Joint Tenants will have to sign the claim unless the claimant submits proof that he or she is entitled to the full amount of the claim, the claimant may only receive his or her respective portion of the claim.

I/We affirm under penalty of perjury that the foregoing is true and correct.

Executed this 17th day of June, 2016 at Linn County, Oregon
County, State

Carl J. Bartlett
Signature of Claimant

Jeannie M. Bartlett
Signature of Claimant

Carl Bartlett, TTE
Print Name

Jeannie M. Bartlett, TTE
Print Name

2144 Geary St. SE #2
Street Address

2144 Geary St. SE #2
Street Address

Albany, OR 97322
City, State/Zip

Albany, OR 97322
City, State, Zip

(541) 231-7995
Phone Number

(541) 231-7995
Phone Number

email: zultara@gmail.com

SCO 8-21 (1-99)

Attachment: C. EP 203-246 Claim_Global-JeannieMarieBartlett (2370 : EP 203-246)

www.globaldiscoveries.com

GLOBAL DISCOVERIES, LTD

Ph: 209-593-3900 or 800-370-0372 | Fx: 209-549-9299 | Info@gd-ltd.com 1120 13th Street, Suite A | Modesto, CA 95354

CLAIM SUMMARY

Date:	September 2, 2016
To:	Riverside County Treasurer and Tax Collector
Assessors Parcel Number:	378141020-4
Last Assessee:	BARTLETT CARL & JEANNIE MARIE
Sale Date:	4/30/2015
TC:	TC 203
Item Number:	246
Deadline:	6/18/2016

Dear Treasurer/Tax Collector:

1. Claimant(s): Global Discoveries, Ltd.

Please note, Jeannie Marie Bartlett and Carl Bartlett have appointed Global Discoveries, Ltd. to take over the claim they original filed on their own behalf with Riverside County and enclosed is the supporting documentation that applies to the claim Global has now acquired.

1. Quitclaim Deed granting interest to Carl Bartlett and Jeannie Marie Bartlett, Trustee of the Carl Bartlett and Jeannie Marie Bartlett Trust as Document Number: 2009-0531465, recorded on 10/14/2009 in Riverside County, CA.
2. Carl Bartlett and Jeannie Marie Bartlett Trust – **Please Note:** Page 1 of the Trust names Carl Bartlett and Jeannie Marie Bartlett as the Trustors and Trustees of the Trust
   a. **Please Note:** Schedule A of the Trust lists the **17330 Bromley Ave. Lake Elsinore, CA 92530** address as Trust Estate Property; this is one and the same address that is noted on the above referenced Quitclaim Deed.
3. Certification of Trust
4. Affidavit
5. Assignment of Rights To Collect Excess Proceeds signed by Carl Bartlett and Jeannie Marie Bartlett as Trustees of The Carl Bartlett and Jeannie Marie Bartlett Trust
6. Claim form(s) signed by Global Discoveries
7. Copy of SS Card for Carl J Bartlett - Please **Note:** Carl's SS Number is one and the same as the Trust Identification Number for the Carl Bartlett and Jeannie Marie Bartlett Trust.
8. Photo ID for Assignors: Carl Bartlett and Jeannie Marie Bartlett

Upon approval, claimant(s) request that the Treasurer and Tax Collector issue its warrant(s) as follows:

- One warrant in the amount of $109,969.19 or 100% of the claimant's share of the excess proceeds made payable to Global Discoveries Ltd. and mailed to P.O. Box 1748, Modesto, CA 95353-1748.

Please address questions regarding the attached claim(s) to Jed Byerly, Managing Member, at (209) 593-3913, or e-mail to jed@gd-ltd.com.

The Client(s) and the staff of Global Discoveries, Ltd., thank you in advance for your timely review and approval of the attached claim(s).

Certified Tracking Number: 7016-1370-0000-0362-5623

GD Number: 24909-196627

Attachment: C. EP 203-246 Claim_Global-JeannieMarieBartlett (2370 : EP 203-246)

County Administrative Center- 4th Floor
4080 Lemon Street, P.O. Box 12005
Riverside, CA 92502-2205
(951) 955-3900
(951) 955-3990 - Fax

E-mail: ttc@co.riverside.ca.us
www.countytreasurer.org

COUNTY OF RIVERSIDE
TREASURER-TAX COLLECTOR

Palm Desert Office
38-686 El Cerrito Road
Palm Desert, CA 92211

Temecula Office
40935 County Center Drive, Suite C
Temecula, CA 92591

July 22, 2015

BARTLETT, JEANNIE MARIE TR
405 QUEEN AVE SE
ALBANY, OR 97322-3367

Re: EXCESS PROCEEDS FROM SALE OF TAX DEFAULTED PROPERTY

Assessment No.: 378141020-4 Item: 246
Situs Address: 17330 Bromley Ave Lake Elsinore 92530
Assessee: Bartlett, Carl Tr & Jeannie Marie Tr
Date Sold: May 5, 2015
Date Deed to Purchaser Recorded: June 18, 2015
Final Date to Submit Claim: June 20, 2016

Dear Sir or Madame:

The property referenced above was declared subject to the Tax Collector's power of sale for non-payment of taxes and later sold. Parties of Interest, as defined in Section 4675 of the California Revenue and Taxation Code (e.g., the last assessee and any lienholders of record), have a right to file a claim for any excess proceeds that remain after the tax liens and the costs of the sale have been satisfied. Our records show that you may be a party of interest, and we are enclosing for your convenience a claim form and a return envelope. Please note that your claim must be filed within one year of the date the deed to the purchaser was recorded (shown above). By law, we cannot accept claims after one year from this recording date. Claims submitted will be evaluated by our legal counsel and awarded in accordance with state law. The submission of a claim merely initiates that review.

The enclosed form is relatively simple and we must stress that most applicants will be able to fill it out without help. However, if you need help, please feel free to contact our office by mail, telephone or in person and we will help you without charge. You may telephone us at (951) 955-3336.

If you prefer to have an agent file your claim for you, or if you should decide to sell your claim (often referred to as "assignment") so that the purchaser of the claim may receive the funds, please advise us and we will send the proper form.

Please note also that the statutory procedures and the County's internal procedures dictate that most claims will not be processed until at least twenty (20) months following the date of recordation of the tax deed.

Sincerely,

DON KENT
TREASURER-TAX COLLECTOR

By Jennifer Pazieni
Deputy

117-170(Rev. 5-03)

Attachment: C. EP 203-246 Claim_Global-JeannieMarieBartlett (2370 : EP 203-246)

ASSIGNMENT OF RIGHT TO COLLECT EXCESS PROCEEDS

To expedite processing of this claim, we would strongly suggest you use this form. For this form to be valid it must be completed in its entirety and documentation establishing the assignor as a "party of interest" must be provided at the time this document is filed with the Treasurer-Tax Collector. PLEASE SEE REVERSE SIDE OF THIS DOCUMENT FOR FURTHER INSTRUCTIONS.

As a party of interest (defined in Section 4675 of the California Revenue and Taxation Code), I, the undersigned, do hereby assign to Global Discoveries Ltd. my right to apply for and collect the excess proceeds which you are holding and to which I am entitled from the sale of assessment number 378141020-4 Tax Sale Number TC 203, Item 246 sold at public auction on 4/30/2015. I understand that the total of excess proceeds available for refund is $ 109,969.19+/-, and that I AM GIVING UP MY RIGHT TO FILE A CLAIM FOR THEM. FOR VAULABLE CONSIDERATION RECEIVED I HAVE SOLD THIS RIGHT OF COLLECTION (assignment) TO THE ASSIGNEE. I certify under penalty of perjury that I have disclosed to the assignee all facts of which I am aware relating to the value of this right I am assigning.

(Signature of Party of Interest/Assignor) (Date) 8/29/2016 CB

Carl Bartlett as Trustee of The Carl Bartlett and Jeannie Marie Bartlett Trust
(Name Printed)

(Signature of Party of Interest/Assignor) (Date) 08/29/2016 JMB

Jeannie Marie Bartlett as Trustee of The Carl Bartlett and Jeannie Marie Bartlett Trust
(Name Printed)

Tax ID/SS#

2144 Geary St SE Apt 2
(Address)

Albany, OR. 97322-5300
(City/State/Zip)

541-231-7995
(Area Code/Telephone Number)

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Oregon)
County of Linn)

On 8/29/2016 (Date) before me, David Scott, Notary public (here insert name and title of the officer) personally appeared Carl J Bartlett Jeannie M Bartlett, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public (seal)

OFFICIAL STAMP
DAVID EARL SCOTT
NOTARY PUBLIC-OREGON
COMMISSION NO. 934539
MY COMMISSION EXPIRES FEBRUARY 01, 2019

I, the undersigned, certify under penalty of perjury that I have disclosed to the party of interest (assignor), pursuant to Section 4675 of the California Revenue and Taxation Code, all facts of which I am aware relating to the value of the right he is assigning, that I have disclosed to him the full amount of excess proceeds available and that I HAVE ADVISED HIM OF HIS RIGHT TO FILE A CLAIM ON HIS OWN WITHOUT ASSIGNING THAT RIGHT.

(Signature of Assignee)

Jed Byerly, Managing Member
(Name Printed)

Tax ID/SS# ___

Global Discoveries Ltd.
(Address)

P.O. Box 1748
Modesto, CA 95353-1748
(City/State/Zip)

Phone: (209) 593-3913

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Stanislaus)

On 9/6/2016 (Date) before me, Patricia Prasad- Notary Public (here insert name and title of the officer) personally appeared Jed Byerly, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public (seal)

PATRICIA PRASAD
Commission # 2127047
Notary Public - California
Stanislaus County
My Comm. Expires Sep 18, 2019

117-174 (3/85) (Ret-Perm)

Attachment: C. EP 203-246 Claim_Global-JeannieMarieBartlett (2370 : EP 203-246)

DOC # 2009-0531465
10/14/2009 08:00A Fee:9.00
Page 1 of 1
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder

RECORDING REQUESTED BY and

When Recorded Mail to:

Mr. & Mrs. Carl Bartlett
17330 Bromley Avenue
Lake Elsinore, CA 92530

MAIL TAX STATEMENTS TO ABOVE ADDRESS

S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
1			1						3
M	A	L	465	426	PCOR	NCOR	SMF	NCHG	EXAM
DTT0					T:		CTY	UNI	703

(12)

QUITCLAIM DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Carl Bartlett does hereby REMISE, RELEASE AND FOREVER QUITCLAIM to Carl Bartlett and Jeannie Marie Bartlett, Trustee of the Carl Bartlett and Jeannie Marie Bartlett Trust the real property in the City of Elsinore, County of Riverside, State of California, described as follows:

LOT 264 OF COUNTRY CLUB HEIGHTS, UNIT "H", AS SHOWN BY MAP ON FILE IN BOOK 18, PAGES 5 AND 6 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA

A.P.N. 378-141-020

Dated 10-6-09

CARL BARTLETT

STATE OF CALIFORNIA)
) **ss:**
COUNTY OF Orange)

On 10/6/2009 before me, REBECCA McDONNELL, Notary Public, personally appeared CARL BARTLETT who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

SIGNATURE

REBECCA MCDONNELL
COMM. #1762247
NOTARY PUBLIC - CALIFORNIA
ORANGE COUNTY
COMM. EXPIRES SEPT. 16, 2011

Attachment: C. EP 203-246 Claim_Global-JeannieMarieBartlett (2370 : EP 203-246)

DECLARATION OF TRUST

made as of 10/06/09

by

Carl Bartlett
and
Jeannie Marie Bartlett

Trustors

and

Carl Bartlett
and
Jeannie Marie Bartlett

Trustees

Prepared by:
Liberty Trust Preparation
5020 Campus Drive
Newport Beach, CA 92660
(949) 752-7477 (800) 922-7764

Attachment: C. EP 203-246 Claim_Global-JeannieMarieBartlett (2370 : EP 203-246)

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Two	Incapacity of Trustors
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Seven	Trustors' Right to Revoke or Amend
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Attachment: C. EP 203-246 Claim_Global-JeannieMarieBartlett (2370 : EP 203-246)

DECLARATION OF TRUST

DECLARATION OF TRUST, dated 10/06/09, among Carl Bartlett and Jeannie Marie Bartlett, husband and wife, residents of Riverside County, State of California, as trustors (collectively hereinafter referred to as the "Trustors"), and Carl Bartlett and Jeannie Marie Bartlett, residents of said County and State, as trustees (collectively hereinafter referred to as the "Trustee").

WITNESS

WHEREAS, the Trustors are the owners of the property more particularly described in Schedule A attached hereto and made a part hereof; and

WHEREAS, the Trustors married and have one child of this marriage namely: Cassandra J. Bartlett born October 17, 2007.

Jeannie Marie Bartlett has two children of a previous marriage, namely Vivian M. Hall born January 1, 1992 and Marcus A. Hall born November 23, 2001; and

WHEREAS, the Trustors desire to create a revocable trust of the property described in Schedule A hereto, together with such monies, securities and other assets as the Trustee hereafter may hold or acquire hereunder (said property, monies, securities and other assets, together with any additions thereto received pursuant to the Trustors' Last Will and Testaments or otherwise, being hereinafter referred to as the "trust estate"), for the purposes and upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the covenants herein contained and other valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Trustors hereby transfer, convey, assign and deliver to the Trustee as and for the trust estate the property more particularly described in Schedule A hereto, to hold the same, and any other property which the Trustee hereafter may acquire, **IN-TRUST**, for the purposes and upon the terms and conditions hereinafter set forth:

ARTICLE ONE

Directions Of Trustors

The Trustee shall hold, manage, invest and reinvest the trust estate, shall collect the income therefrom, and shall pay any part or all of the income and principal to whomever the Trustors from time to time may direct in writing. With regard to separate property contributed by either Trustor, only the Trustor who contributed such separate property may give directions to the Trustee to pay the income or principal of such separate property. Any income not so paid or applied shall be accumulated and added to the principal of this trust at least quarter-annually.

Attachment: C. EP 203-246 Claim_Global-JeannieMarieBartlett (2370 : EP 203-246)

ARTICLE TWO

Incapacity of Trustors

If at any time either or both of the Trustors, as certified by such individuals then attending physician, shall be unable to manage properly their affairs by reason of illness or mental or physical disability (whether or not a court of competent jurisdiction has declared either of the Trustors incompetent or mentally ill or has appointed a conservator or other legal representative for either of the Trustors), the then serving Trustee may pay or apply so much or all of the net income and the principal of the trust estate as the then serving Trustee deems necessary or advisable for the health, education, maintenance or support of the Trustors. Any income not so paid or applied shall be accumulated and added to the principal of this trust at least quarter-annually.

In making any payment hereunder, the then serving Trustee may consider, but shall not be required to consider, the income and other resources of the Trustors.

If only one of the Trustors is incapacitated, the non-incapacitated Trustor may continue to withdraw or direct the payment of the income and principal of community property and of the separate property contributed by the non-incapacitated Trustor. Income or principal of community property so withdrawn or paid shall be held, administered and disposed of as community property by the non-incapacitated Trustor.

When in the process of determining the incapacity for either or both of the Trustors, all individually identifiable health information and medical records may be released to the nominated Trustee or Successor Trustee to include any written opinion relating to the incapacity. The release authority applies to any information governed by the Health Insurance Portability and Accountability Act 42 USC 1320d and 45 CFR 160-164, and applies even if that person has not yet been appointed Successor Trustee.

I instruct that my agent(s) be treated as I want to be treated with respect to my rights regarding the use and disclosure of my individually identifiable health information or other medical records. This release authority applies to any information governed by the Health Insurance Portability and Accountability Act, 42 USC 1320d and 45 CFR 160-164.

ARTICLE THREE

Trust Distribution Upon Death of Surviving Trustor

Upon the death of the surviving Trustor, the Trustee(s) shall apply and distribute the net income and principal of the resulting Trust Estate to Trustor's beneficiaries as follows:

Cassandra J. Bartlett, Trustors' Daughter, One-hundred percent (100%)

Attachment: C. EP 203-246 Claim_Global-JeannieMarieBartlett (2370 : EP 203-246)

It is the specific intent of Trustors that Vivian M. Hall and Marcus A. Hall receive nothing at all from the Trust Estate.

The amount of the beneficiary's share shall be adjusted for the amount of any advances made by Trustors or indebtedness to the Trustors.

a) If any beneficiary to whom Trustee is directed in a preceding provision hereof to distribute any share of Trust principal is under the age of twenty-five (25) years when the distribution is to be made and if no other trust is then held under this instrument for the beneficiary's primary benefit, the beneficiary's share shall vest in interest indefeasibly but Trustee may, in his or her own discretion, continue to hold it as a separate Trust for such period of time as Trustee deems advisable but not after the time the beneficiary reaches the age of twenty-five (25) years, in the meantime using so much of the income and principal as Trustee determines to be required in addition to the beneficiary's other income from all sources known to Trustee and reasonable available for these purposes, for the beneficiary's reasonable support, comfort and education and adding any excess income to principal at the discretion of the Trustee.

b) If any beneficiary for whom a share of the Trust Estate has been set aside should fail to survive the Trustor(s), then the Trustee shall distribute all of the balance of such deceased beneficiary's share of the Trust Estate to his or her surviving issue on the principle of representation (subject to paragraph (a) above). If there should be no such surviving issue, then all of the balance of such deceased beneficiary's share of the Trust Estate shall be added equally to the other shares set aside for the benefit of the Trustor's other living beneficiaries and for the benefit of the surviving issue of each of the Trustor's deceased beneficiaries who leave issue surviving, as hereinabove provided.

c) If all of the Trustor's beneficiaries and their issue should fail to survive the Trustor(s), all of the Trust Estate not disposed of as hereinabove provided shall be distributed one-half (½) to the persons who would then be the heirs of the Trustor husband and the other one-half (½) to the persons who would then be the heirs of the Trustor wife. The identities and respective shares of the aforesaid heirs are to be determined in accordance with intestate succession laws of the State of California then in effect relating to the succession of separate property not acquired from a predeceased spouse. If either of the Trustors have no such heirs, then all of the Trust Estate shall be distributed to the aforesaid heirs of the other.

ARTICLE FOUR

Guardianship

Upon the death of the surviving Trustor, if Trustors' daughter, namely: Cassandra J. Bartlett born October 17, 2007 is under the age of eighteen (18) years, Trustors appoint Larry and Vivian E. Nielsen as guardian of the person of the minor child. If Larry and Vivian E. Nielsen are unable or unwilling to act, Trustors appoint Michael and Sara Hundshamer as guardian of the person of the minor child.

Attachment: C. EP 203-246 Claim_Global-JeannieMarieBartlett (2370 : EP 203-246)

ARTICLE FIVE

Retention of Share(s) for Special Needs

In the event that any of our beneficiaries are receiving special benefit payments from any government agency, the Trustee shall retain **IN-TRUST** the share for each such beneficiary on the following terms and conditions.

Each such share of the Trust is to provide supplemental, not replacement, financial aid to the beneficiary government benefits. The Trustee shall hold, administer and distribute all property allocated to this beneficiary's trust as follows:

The Trustee, in his/her absolute discretion, shall pay to or for the beneficiary as much of the net income and principal as the trustee considers reasonably necessary for the beneficiary's health, education, support, comfort, welfare or happiness to maintain at a minimum the beneficiary's accustomed manner of living.

In making distributions, the Trustee (1) may consider any other income or resources of the beneficiary known to the Trustee and reasonably available; (2) may take into consideration all entitlement benefits from any governmental agency (such as social security, disability payments, Medicare, Medicaid, Medi-Cal, welfare, supplemental security income) and any other special purpose benefits: (3). may make expenditures to make the beneficiary's lifestyle comfortable and enjoyable (such as spending money, travel funds, payments for a companion, additional health care, personal luxuries, radios, television sets, money for gifts to friends and relatives); (4) shall not be obligated or compelled to make such payments; and (5) shall not pay or reimburse any amounts to any government entity.

In the event of the death of this beneficiary, or if the Trustee determines in the Trustee's absolute discretion that this trust may be subject to garnishment, attachment, execution or bankruptcy proceedings by a creditor, including any governmental agency, or if a court or governmental agency determines that this Trust disqualifies the beneficiary from any entitlement benefits; to avoid financial loss the Trustee, in the Trustee's absolute discretion may, and in the event of the beneficiary's death shall, distribute all of the remaining principal and income of this Trust in equal shares to the Trustors other named beneficiaries herein.

ARTICLE SIX

Payment Of Debts

Upon the death of either of the Trustors, the Trustee may pay from the deceased Trustor's share of the principal of the trust estate the amount of any estate or death taxes, by whatever name called, imposed under the laws of any jurisdiction by reason of either of the Trustors' deaths, whether in respect of property passing under this Agreement or either of the Trustors' Last Will and Testaments or otherwise, and the amount of all of the debts which the Trustors' estates must

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pay, the expenses of their last illness and funerals, and the expenses of administering their estates. The Trustee may rely upon the written certification of the executors, administrators or legal representatives of either of the Trustors' estates as to the amount of any such tax, debt or expense, without any duty to inquire as to the correctness thereof, and, in its discretion, may make payment thereof either to said executors, administrators or legal representatives or to the taxing authority or person to whom such amount is owed.

ARTICLE SEVEN

Trustors' Right To Revoke Or Amend

During the lives of both of the Trustors, this Agreement may be revoked in whole or in part: with respect to community property, by a written notice signed by either Trustor and delivered to the Trustee and the other Trustor; and with respect to separate property, by a written notice signed by the Trustor who contributed that property and delivered to the Trustee. On revocation, the Trustee shall deliver to the Trustors all or the designated portion of the community property and shall deliver to the contributing Trustor all or the designated portion of the separate property. All community property delivered to the Trustors on revocation shall continue to be the community property of the Trustors and shall be held and administered as community property.

The Trustors, at any time during the lives of both of the Trustors, may amend this Agreement by a written notice signed by both of the Trustors and delivered to the Trustee. With regard to the separate property of either Trustor, only the Trustor who contributed such separate property may amend this Agreement with respect to such separate property. No amendment of this Agreement, however, shall increase the obligations or reduce the commissions of the Trustee without the consent of the Trustee.

Upon the death of either of the Trustors, this Agreement shall become irrevocable with respect to the property contributed by the deceased Trustor; however, the surviving Trustor may revoke this Agreement with respect to the property contributed by the surviving Trustor.

ARTICLE EIGHT

POWERS OF TRUSTEE

In the administration of any property, real or personal, at any time forming a part of the trust estate, including accumulated income, and in the administration of any trust created hereunder, the Trustee, in addition to and without limitation of the powers conferred on trustees under California Probate Code Section 16200 et seq., as amended or any successor thereto, or otherwise provided by law, shall have the following powers to be exercised in the absolute discretion of the Trustee, except as otherwise expressly provided in this Agreement:

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(a) To retain such property for any period, whether or not the same is of the character permissible for investments by fiduciaries under any applicable law, and without regard to the effect any such retention may have upon the diversity of investments;

(b) To sell, transfer, exchange, convert or otherwise dispose of, or grant options with respect to, such property, at public or private sale, with or without security, in such manner, at such times, for such prices, and upon such terms and conditions as the Trustee may deem advisable;

(c) To invest and reinvest in common or preferred stocks, securities, investment trusts, bonds and other property, real or personal, foreign or domestic, including any undivided interest in any one or more common trust funds, whether or not such investments be of the character permissible for investments by fiduciaries under any applicable law, and without regard to the effect any such investment may have upon the diversity of investments;

(d) To render liquid the trust estate or any trust created hereunder in whole or in part, at any time and from time to time, and to hold unproductive property, cash or readily marketable securities of little or no yield for such period as the Trustee may deem advisable;

(e) To lease any such property beyond the period fixed by statute for leases made by fiduciaries and beyond the duration of any trust created hereunder;

(f) To join or become a party to, or to oppose, any reorganization, readjustment, recapitalization, foreclosure, merger, voting trust, dissolution, consolidation or exchange, and to deposit any securities with any committee, depository or trustee, and to pay any fees, expenses and assessments incurred in connection therewith, and to charge the same to principal, and to exercise conversion, subscription or other rights, and to make any necessary payments in connection therewith, or to sell any such privileges;

(g) To vote in person at meetings of stock or security holders and adjournments thereof, and to vote by general or limited proxy with respect to any stock or securities;

(h) To trade on margin: The Trustee shall be empowered to maintain a margin account with a stock brokerage firm, to execute all documents necessary for the opening and maintenance thereof, to borrow money from a brokerage firm, to pledge securities owned by the Trust as collateral and to grant a security interest therein, and to permit the stock brokerage firm to re-lend these securities in the ordinary course of its business.

(i) To trade options: The Trustee shall be empowered to maintain a stock and index option account with a stock brokerage firm, to execute all documents necessary for the opening and maintenance thereof, and to buy, sell and otherwise trade stock and

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index options, including puts and calls, whether or not covered by the underlying securities held in the brokerage account.

(j) To hold stock and securities in the name of a nominee without indicating the trust character of such holding, or unregistered or in such form as will pass by delivery, or to use a central depository and to permit registration in the name of a nominee;

(k) To initiate or defend, at the expense of the trust estate, any litigation relating to this Agreement or any property of the trust estate which the Trustee considers advisable, and to pay, compromise, compound, adjust, submit to arbitration, sell or release any claims or demands of the trust estate or any trust created hereunder against others or of others against the same as the Trustee may deem advisable, including the acceptance of deeds of real property in satisfaction of notes, bonds and mortgages, and to make any payments in connection therewith which the Trustee may deem advisable;

(l) To borrow money for any purpose from any source, including any trustee at any time acting hereunder, and to secure the repayment of any and all amounts so borrowed by mortgage or pledge of any property;

(m) To possess, manage, develop, subdivide, control, partition, mortgage, lease or otherwise deal with any and all real property; to satisfy and discharge or extend the term of any mortgage, deed of trust or similar instrument thereof; to execute the necessary instruments and covenants to effectuate the foregoing powers, including the giving or granting of options in connection therewith; to make repairs, replacements and improvements, structural or otherwise, or abandon the same if deemed to be worthless or not of sufficient value to warrant keeping or protecting; to abstain from the payment of real estate taxes, assessments, water charges and sewer rents, repairs, maintenance and upkeep of the same; to permit to be lost by tax sale or other proceeding or to convey the same for a nominal consideration or without consideration; to set up appropriate reserves out of income for repairs, modernization and upkeep of buildings, including reserves for depreciation and obsolescence, and to add such reserves to principal and, if the income from the property itself should not suffice for such purposes, to advance out of other income any sums needed therefor, and except in the case of the Marital Deduction Trust, advance any income of the trust for the amortization of any mortgage, deed of trust or similar instrument on property held in the trust;

(n) To purchase from the legal representatives of the estate of either of the Trustors or from the trustees of any trust established by either of the Trustors any property constituting a part of such estate or trust at its fair market value and to make loans for adequate consideration to such legal representatives or trustees, upon such terms and conditions as the Trustee may determine in the absolute discretion of the Trustee;

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(o) To carry insurance of the kinds and in the amounts which the Trustee considers advisable, at the expense of the trust estate, to protect the trust estate and the Trustee personally against any hazard;

(p) To make distribution of the trust estate or of the principal of any trust created hereunder in cash or in kind, or partly in kind, and to cause any distribution to be composed of cash, property or undivided fractional shares in property different in kind from any other distribution, and to determine the fair valuation of the property so allocated, with or without regard to the tax basis; to hold the principal of separate trusts in a consolidated fund and to invest the same as a single fund; to split trusts for purposes of allocating GST exemptions (within the meaning of Section 2642(a) of the Internal Revenue Code); and to merge any trusts which have substantially identical terms and beneficiaries, and to hold them as a single trust;

(q) To employ and pay the compensation of accountants, attorneys, experts, investment counselors, custodians, agents and other persons or firms providing services or advice, irrespective of whether the Trustee may be associated therewith; to delegate discretionary powers to such persons or firms; and to rely upon information or advice furnished thereby or to ignore the same, as the Trustee in its discretion may determine;

(r) To execute and deliver any and all instruments or writings which it may deem advisable to carry out any of the foregoing powers; and

(s) To exercise all such rights and powers and to do all such acts and enter into all such agreements as persons owning similar property in their own right might lawfully exercise, do or enter into.

Except as otherwise provided herein, the Trustee may determine, when there is reasonable doubt or uncertainty as to the applicable law or the relevant facts, which receipts of money or other assets should be credited to income or principal, and which disbursements, commissions, assessments, fees and other expenses should be charged to income or principal. Administrative expenses may be allocated to income provided that no allocation of administrative expenses shall be made to income that would require a reduction in the estate tax marital deduction pursuant to Section 2056(b)(4) of the Internal Revenue Code. Any distributions or dividends payable in the stock of a corporation, and rights to subscribe to securities or rights other than cash declared or issued by a corporation, shall be dealt with as principal. The proceeds from the sale, redemption or other disposition, whether at a profit or loss, and regardless of the tax treatment thereof, of any property constituting principal, including mortgages or similar instruments and real estate acquired through foreclosure or otherwise, shall normally be dealt with as principal, but the Trustee may allocate a portion of any such proceeds to income if the property disposed of produced no income or substantially less than the current rate of return on trust investments, or if the Trustee shall deem such action advisable for any other reason. The preceding provisions of this paragraph shall not be deemed to authorize any act by the Trustee which may be a violation of any law prohibiting the accumulation of income.

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No person who deals with any Trustee hereunder shall be bound to see to the application of any asset delivered to such Trustee or to inquire into the authority for, or propriety of, any action taken or not taken by such Trustee.

Notwithstanding anything to the contrary contained herein, in case of the Marital Deduction Trust, none of the powers granted to the Trustee herein or by law shall be exercised in such a manner as to disqualify such trust or any part thereof from the marital deduction.

Notwithstanding anything to the contrary contained herein, during such time as any current or possible future beneficiary of any trust created hereunder (other than the Trustors during the lives of both of the Trustors or the surviving Trustor with respect to Share A) may be acting as a Trustee hereunder, such person shall be disqualified from exercising any power to make any discretionary distributions of income or principal to himself or herself (unless the discretion to make such distributions is limited by an ascertainable standard within the meaning of Section 2041(b)(1)(A) of the Internal Revenue Code), or to satisfy any of his or her legal obligations, or to make discretionary allocations of receipts or disbursements as between income and principal. No Trustee who is a current or possible future beneficiary of any trust hereunder (other than the Trustors during the lives of both of the Trustors or the surviving Trustor with respect to Share A) shall participate in the exercise of any powers of the Trustee which would cause such beneficiary to be treated as the owner of trust assets for tax purposes.

No Trustee shall be liable for acts or omissions in administering the Trust Estate or any Trust created by this Agreement, except for that Trustee's own actual fraud, gross negligence or willful misconduct. If any Trustee becomes liable as Trustee to any other person who is not a beneficiary in connection with any matter not within the Trustee's control and not due to the Trustee's actual fraud, gross negligence or willful misconduct, such Trustee shall be fully indemnified and held harmless by the trust estate and any trust created hereunder giving rise to such liability, as the case may be, against and in respect of any damages that such Trustee may sustain, including without limitation attorneys' fees. No successor Trustee shall incur any liability, by reason of qualifying as a Trustee hereunder, for the acts or omissions of any predecessor Trustee.

The Trustee is authorized, but not required, to accept any property transferred to the Trustee by any person during such person's lifetime or by such person's Last Will and Testament. Any property so transferred to, and accepted by, the Trustee shall become a part of such trust or trusts created by this Agreement as such person shall direct and may be commingled with the other property in the trust or trusts to which such property has been added and shall be held, administered and disposed of as a part of such trust or trusts.

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ARTICLE NINE

Appointment Of Trustee

The Trustors appoint Successor Trustee(s) in the following order of succession:

(a) The undersigned Trustors, CARL BARTLETT and JEANNIE MARIE BARTLETT;

(b) Upon the death, resignation or incapacity of either Trustor, the surviving Trustor shall act as sole Trustee and carry out the terms and provisions of this Trust Agreement as set forth herein.

(c) In the event of the death, resignation or incapacity of the surviving Trustor or the resignation or incapacity of both Trustors, the Trustors hereby appoint Sara Hundshamer as Temporary Successor Trustee until Cassandra J. Bartlett attains the age of eighteen (18) years and appoint Cassandra J. Bartlett upon attaining the age of eighteen (18) years as sole successor Trustee hereunder.

(d) A Trustee chosen by the majority of beneficiaries, with a parent or legal guardian voting for minor beneficiaries; provided, however, that the issue of any deceased beneficiary shall collectively have only one vote.

Where a signature is required in order to exercise any powers conferred on the Trustees hereunder or by applicable law, the signature of any one Trustee may be relied upon by any third party as sufficient and binding.

The term "Trustee" wherever used herein shall mean the trustee or trustees in office from time to time. Any such trustee shall have the same rights, powers, duties, authority and privileges, whether or not discretionary, as if originally appointed hereunder.

No bond, surety or other security shall be required of any Trustee acting hereunder for the faithful performance of the duties of Trustee, notwithstanding any law of any State or other jurisdiction to the contrary.

ARTICLE TEN

Accounts Of Trustee

The Trustee, at any time and from time to time, may render to the Trustors an account of the acts and transactions of the Trustee with respect to the income and principal of any trust created hereunder, from the date of the creation of such trust or from the date of the last previous account of the Trustee. After the death of the Trustors, the Trustee, at any time and from time to time, may render an account to the living person or persons who are entitled, at the time of such account, to receive all or a portion of the income of the trusts herein created. The approval of any

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person of full age, or a guardian or parent of a minor or incompetent person, to whom an account is rendered shall, as to all matters stated therein, be final and binding upon him or such minor or incompetent person, or any persons claiming through him or such minor or incompetent person, as the case may be. A person of full age, or a guardian or parent of a minor or incompetent person, to whom an account is rendered shall be deemed to have approved the account if he assents to the account in writing or if he does not communicate to the Trustee his written objections to the account within sixty days after the receipt of the account (provided the account was accompanied by a notice of said sixty day period within which to raise objections).

The Trustors shall have full power and authority on behalf of all persons interested in any trust hereunder, whether such interest relates to income or principal, to settle any account of the Trustee. Such settlement shall be final and binding upon all persons so interested in such trust. Upon such settlement, the Trustee shall be fully and completely discharged and released from all further liability with respect to acts and transactions set forth in the account so settled.

The Trustee shall not be required at any time to file any account in any court, nor shall the Trustee be required to have any account judicially settled. Nothing herein, however, shall be construed as limiting the right of the Trustee to seek a judicial settlement of any account.

ARTICLE ELEVEN

Decisions Of Trustee Are Conclusive

The determination of the Trustee in respect of the amount of any discretionary payment of income or principal from any trust established hereunder, and of the advisability thereof, shall be final and conclusive on all persons, whether or not then in being, having or claiming any interest in such trust, and upon making any such payment, the Trustee shall be released fully from all further liability or accountability therefor.

The right of any beneficiary to any payment of income or principal shall in every case be subject to any charge or deduction which the Trustee may make against the same under the authority granted to the Trustee by any law or by this Agreement.

ARTICLE TWELVE

No Contest

If any beneficiary under this Agreement, alone or in conjunction with any other person or persons, contests, directly or indirectly, as defined in California Probate Code §21300(b) and (c) in any court the validity of this Agreement, any trust created hereunder, the Last Will and Testament of either of the Trustors or any provision thereof, or seeks to obtain an adjudication in any proceeding in any court that this Agreement, any trust created hereunder, the Last Will and Testament of either of the Trustors or any provision thereof is void, or otherwise seeks to void,

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nullify or set aside any of the foregoing, then that person's right to take any interest given to him or her by this Agreement shall be determined as if such person had predeceased the execution of this Agreement without surviving issue. The provisions of this Article shall not apply to any disclaimer by any person of any benefit under this Agreement or under any Will.

The Trustee may defend, at the expense of the trust estate, any contest or other attack of any nature on this Agreement, any trusts created hereunder or any provision thereof.

ARTICLE THIRTEEN

Simultaneous Death

If the Trustors die under circumstances in which the order of their deaths cannot be established by clear and convincing evidence, each Trustor shall be deemed to have survived the other, and this instrument shall be construed accordingly. If any beneficiary and either or both Trustors die under circumstances in which the order of their deaths cannot be established by clear and convincing evidence, the Trustor or Trustors shall be deemed to have survived the beneficiary, and this instrument shall be construed accordingly.

ARTICLE FOURTEEN

Rights Of Beneficiaries Are Not Assignable

No disposition, charge or encumbrance on the income or principal of any trust established hereunder shall be valid or binding upon the Trustee. No beneficiary shall have any right, power or authority to assign, transfer, encumber or otherwise dispose of such income or principal or any part thereof until the same shall be paid to such beneficiary by the Trustee. No income or principal shall be subject in any manner to any claim of any creditor of any beneficiary or liable to attachment, execution or other process of law prior to its actual receipt by the beneficiary.

ARTICLE FIFTEEN

Community and Separate Property

All community property transferred to the Trustee pursuant to this Agreement, the income therefor and the proceeds from the sale thereof shall retain its character as such, notwithstanding the transfer to the Trustee. Any power reserved to the Trustors to alter, amend, modify or revoke this Agreement, in whole or in part, is held by the Trustors during their joint lifetimes in their capacity as managers of the community property, subject to all restrictions imposed by law on their management of community property. In no event shall the powers granted to the Trustee under this Agreement during the joint lifetimes of the Trustors be more extensive than those powers possessed by a husband and wife under Sections 1100 and 1102 of the California Family Code. Any community property returned to either of the Trustors, whether due to a revocation,

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withdrawal or other distribution, shall remain the community property of the Trustors and not the separate property of either Trustor.

Similarly, all quasi-community property or separate property of either Trustor, the income therefor and the proceeds from the sale thereof shall retain its character as quasi-community property or separate property during the joint lifetimes of the Trustors, unless the property was on or before its transfer described as community property.

For purposes of this Agreement, co-called "quasi-community property" shall be deemed to be the separate property of the Trustor who contributed it, rather than community property. Treatment of quasi-community property as separate property for purposes of this Agreement, however, shall not convert such quasi-community property into true separate property. The separate property of each Trustor and the community property shall be accounted for separately by the Trustee.

ARTICLE SIXTEEN

Construction

The validity and construction of this Agreement and the trusts created hereunder shall be governed by the laws of the State of California. Notwithstanding the foregoing, validity and construction of this Agreement and any trust created hereunder with respect to any real property located in any jurisdiction outside of the State of California shall be governed by the laws of such jurisdiction.

Any provision herein which refers to a statute, rule, regulation or other specific legal reference which is no longer in effect at the time said provision is to be applied shall be deemed to refer to the successor, replacement or amendment to such statute, rule, regulation or other reference, if any, and shall be interpreted in such a manner so as to carry out the original intent of said provision.

For purposes of this Agreement, the incapacity of an individual (including either of the Trustors or any Trustee) shall be conclusively established by written statements signed by two licensed physician and filed with the records of any trust established hereunder attesting that, in such physicians' opinion, such individual is unable to manage his or her affairs. Such written statements shall be conclusive evidence of such fact, and any third party may rely on same in dealing with any trust established hereunder and shall not be obliged to inquire whether such individual is no longer under such disability or incapacity at the time of such dealings.

Wherever used in this Agreement and the context so requires, the masculine shall include the feminine and the singular shall include the plural, and vice versa.

The captions in this Agreement are for convenience of reference, and they shall not be considered when construing this Agreement.

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If under any of the provisions of this Agreement any portion of the trust estate would be held in trust beyond a date twenty-one years after the death of the last survivor of the Trustors and the issue of the Trustors and other beneficiaries hereunder in being when this Agreement becomes irrevocable; then, upon such date, the trust of such portion shall terminate and the principal, and any unpaid income thereof, shall be paid and distributed to the person or persons then living who would have been entitled to receive the income therefrom had the trust continued, in the proportions to which they would have been so entitled.

ARTICLE SEVENTEEN

Binding Effect

This Agreement shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the undersigned Trustors and upon the Trustee acting hereunder.

ARTICLE EIGHTEEN

Trust Name

This Agreement and the trusts created hereunder may be referred to, in any other instrument, by the name: The Carl Bartlett and Jeannie Marie Bartlett Family Trust. Any transfers to this Agreement or any trust hereunder may refer to the aforesaid name or to Carl Bartlett and Jeannie Marie Bartlett as Trustees under The Carl Bartlett and Jeannie Marie Bartlett Family Trust, with or without specifying any change in Trustee or any amendment to this Agreement.

The Trustors certify that they have read this Agreement and that it correctly states the terms and conditions under which the trust estate is to be held, managed and disposed by the Trustee.

IN WITNESS WHEREOF, this Agreement has been duly executed as of the date first above written.

CARL BARTLETT , Trustor/Trustee

JEANNIE MARIE BARTLETT, Trustor/Trustee

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STATE OF CALIFORNIA
COUNTY OF Orange }ss

On 10/6/2009, before me, REBECCA McDONNELL, a Notary Public, personally appeared Carl Bartlett and Jeannie Marie Bartlett who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Rebecca McDonnell
NOTARY PUBLIC

REBECCA MCDONNELL
COMM. #1762247
NOTARY PUBLIC - CALIFORNIA
ORANGE COUNTY
COMM. EXPIRES SEPT. 16, 2011

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SCHEDULE A

TRUST ESTATE PROPERTY

Real Estate

Item	Description
17330 Bromley Avenue Lake Elsinore, CA 92530	Family Residence Riverside County, California APN # 378-141-020

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CERTIFICATION OF TRUSTEES UNDER TRUST
(California Probate Code Section 18100.5)

We, Carl Bartlett and Jeannie Marie Bartlett, being of legal age, declares under penalty of perjury:

1. Declarant(s) certify the existence of the following described Trust and state that he/she/they are all of the current trustees:

   Name of Trust: The Carl Bartlett and Jeannie Marie Bartlett Trust
   Date of Trust: 10/06/2009
   Trustor(s)/Settlor(s): Carl Bartlett and Jeannie Marie Bartlett
   Original Trustee(s): Carl Bartlett and Jeannie Marie Bartlett
   Trust Identification, Social Security or Employer Identification :

2. Declarant(s) state that the Trust is in full force and effect and has not been revoked, terminated or otherwise amended in any manner which would cause the representations in this Certification to be incorrect. The name(s) of all persons who have any power to revoke the trust are: Carl Bartlett and Jeannie Marie Bartlett

3. Declarant(s) state the following named trustee(s) is/are full empowered to act for said Trust and is/are properly exercising his/her/their authority under said Trust in negotiating for, contract for and executing the document(s) attached hereto, and that no trustee(s) other than the following named trustees are necessary under the Trust to sign said document(s):

   Trustees authorized to sign: Carl Bartlett and Jeannie Marie Bartlett
   Nature of document: Assignment of Right to Collect Excess Proceeds
   Date of document: August 29th 2016

4. Declarant(s) state that to the best of their knowledge, there are no claims, challenges of any kind or cause of action alleged, contesting or questioning the validity of the Trust or the trustee's authority to act for the Trust.

5. This Declaration is prepared and executed pursuant to California Probate Code Section 18100.5.

Signed under penalty of perjury, this 29th day of August, 2016

Carl Bartlett
Signature

Jeannie M. Bartlett
Signature

Name: The Carl Bartlett and Jeannie Marie Bartlett Trust
Address: 2144 Geary St. SE #2, Albany, OR 97322 CB
City, State, Zip Albany, OR 97322

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Oregon)
County of Linn)

On 8/29/2016 (Date) before me, David Scott Notary Public (here insert name and title of the officer), personally appeared Carl J Bartlett, Jeannie M Bartlett, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

David Scott (seal)
Signature of Notary Public

GD Number: 24909-196627

OFFICIAL STAMP
DAVID EARL SCOTT
NOTARY PUBLIC-OREGON
COMMISSION NO. 934539
MY COMMISSION EXPIRES FEBRUARY 01, 2018

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AFFIDAVIT

We, Carl Bartlett and Jeannie Marie Bartlett hereby declare:

1. We are over the age of 18 and a residents of Albany, OR. The facts set forth herein are true of our own personal knowledge. If called to testify as a witness in a judicial proceeding, We could, and would, testify truthfully and competently thereto.

2. We, Carl Bartlett and Jeannie Marie Bartlett are one and the same persons who are noted as the Trustees of the Carl Bartlett and Jeannie Marie Bartlett Trust on the Quitclaim Deed as Document Number: 2009-0531465, recorded on 10/14/2009 in Riverside County, CA.

3. I, Carl Bartlett am one and the same person as Carl J. Bartlett

4. We assigned the excess proceeds to Global Discoveries, Ltd., for Riverside County Assessors Parcel Number 378-141-020-4.

We declare under penalty of perjury that the foregoing is true and correct. Executed this 29th day of August, in Albany, Oregon.

x Carl Bartlett, Trustee
Carl Bartlett as Trustee of The Carl Bartlett and Jeannie Marie Bartlett Trust

x Jeannie M. Bartlett, Co-Trustee
Jeannie Marie Bartlett as Trustee of The Carl Bartlett and Jeannie Marie Bartlett Trust

JURAT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Oregon

County of Linn

Subscribed and sworn to (or affirmed) before me on this

29th day of August, 2016, by
Date Month Year

Carl Bartlet, Jeannie
Name of Signer(s)

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature David Scott
Signature of Notary Public

(Place Notary Seal Above)

OFFICIAL STAMP
DAVID EARL SCOTT
NOTARY PUBLIC-OREGON
COMMISSION NO. 934539
MY COMMISSION EXPIRES FEBRUARY 01, 2019

GD Number: 24909-196627

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CLAIM FOR EXCESS PROCEEDS FROM THE SALE OF TAX DEFAULTED PROPERTY

To: Riverside County Treasurer and Tax Collector

Assessor's Parcel No: 378141020-4
Tax Sale Number: TC 203
Item Number: 246
Date of Sale: 4/30/2015

The undersigned claimant, Global Discoveries, Ltd., claims $109,969.19+/- or 100% of the claimant's share of the actual amount of excess proceeds from the sale of the property referenced above.

Global Discoveries, Ltd., claims its status as a party of interest pursuant to Section 4675 of the California Revenue and Taxation Code based upon the attached documentation:

Please refer to Claim Summary and attached Documents

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this 2nd day of September 2016 at Modesto, California.

By: _____
Jed Byerly, Managing Member
Global Discoveries Ltd. Tax ID #
P.O. Box 1748
Modesto, CA 95353-1748

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Stanislaus)

On 9/6/2016 (Date) before me, Patricia Prasad - Notary Public (here insert name and title of the officer), personally appeared Jed Byerly, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (seal)
Signature of Notary Public

PATRICIA PRASAD
Commission # 2127047
Notary Public - California
Stanislaus County
My Comm. Expires Sep 18, 2019

GD Number: 24909-196627

Attachment: C. EP 203-246 Claim_Global-JeannieMarieBartlett (2370 : EP 203-246)

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

SUBMITTAL DATE:
September 19, 2016

FROM : TREASURER-TAX COLLECTOR:

SUBJECT: Recommendation for Distribution of Excess Proceeds for Tax Sale No. 203, Item 247. Last assessed to: Suzanne M. Hawley, a married woman as her sole and separate property. District 1 [$81,577]. Fund 65595 Excess Proceeds from Tax Sale.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the claim from the City of Lake Elsinore for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 379272004-2;
2. Approve the claim from Suzanne M. Hawley, last assessee for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 379272004-2;
3. Authorize and direct the Auditor-Controller to issue warrants to the City of Lake Elsinore in the amount of $1,552.92 and Suzanne M. Hawley in the amount of $80,024.27, no sooner than ninety days from the date of this order, unless an appeal has been filed in Superior Court, pursuant to the California Revenue and Taxation Code Section 4675.

Policy

Don Kent
Don Kent, Treasurer-Tax Collector 10/14/2016

BACKGROUND:

Summary

In accordance with Section 3691 et seq. of the California Revenue and Taxation Code, and with prior approval of the Board of Supervisors, The Tax Collector conducted the May 5, 2015 public auction sale. The deed conveying title to the purchasers at the auction was recorded June 18, 2015. Further, as required by Section 4676 of the California Revenue and Taxation Code, notice of the right to claim excess proceeds was given on July 22, 2015, to parties of interest as defined in Section 4675 of said code. Parties of interest have been determined by an examination of lot book reports as well as Assessor's and Recorder's records, and various research methods were used to obtain current mailing addresses for these parties of interest.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	$ 81,577	$ 0	$ 81,577	$ 0

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

NET COUNTY COST	$ 0	$ 0	$ 0	$ 0
SOURCE OF FUNDS: **Fund 65595 Excess Proceeds from Tax Sale**			**Budget Adjustment:**	No
			For Fiscal Year:	16/17

C.E.O. RECOMMENDATION: APPROVE

BACKGROUND:
Summary (continued)

The Treasurer-Tax Collector has received two claims for excess proceeds:

1. Claim from the City of Lake Elsinore based on a Notice of Violation and Non-Compliance recorded November 14, 2013 as Instrument No. 2013-0539749.
2. Claim from Suzanne M. Hawley based on a Grant Deed recorded October 20, 2000 as Instrument No. 2000-414466.

Pursuant to Section 4675 of the California Revenue and Taxation Code, it is the recommendation of this office that the City of Lake Elsinore be awarded excess proceeds in the amount of $1,552.92 and Suzanne M. Hawley be awarded excess proceeds in the amount of $80,024.27. Supporting documentation has been provided. The Tax Collector requests approval of the above recommended motion. Notice of this recommendation was sent to the claimants by certified mail.

Impact on Residents and Businesses
Excess proceeds are being released to the lien holder and last assessee of the property.

ATTACHMENTS (if any, in this order):

ATTACHMENT A. **Claim_CityofLakeElsinore**

ATTACHMENT B. **Claim_Hawley**

CLAIM FOR EXCESS PROCEEDS FROM THE SALE OF TAX-DEFAULTED PROPERTY
(SEE REVERSE SIDE FOR FURTHER INSTRUCTIONS)

RECEIVED
2015 AUG -3 PM 3:00
RIVERSIDE COUNTY
TREAS-TAX COLLECTOR

To: **Don Kent, Treasurer-Tax Collector**

Re: **Claim for Excess Proceeds**

TC 203 Item 247 Assessment No.: 379272004-2

Assessee: HAWLEY, SUZANNE M

Situs: 31772 VIA VALDEZ LAKE ELSINORE 92530

Date Sold: May 5, 2015

Date Deed to Purchaser Recorded: June 18, 2015

Final Date to Submit Claim: June 20, 2016

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of $3277.92 from the sale of the above mentioned real property. I/We were the ☒ lienholder(s), ☐ property owner(s) **[check in one box]** at the time of the sale of the property as is evidenced by Riverside County Recorder's Document No. 2013-0539749, recorded on 11-14-13. A copy of this document is attached hereto. I/We are the rightful claimants by virtue of the attached assignment of interest. I/We have listed below and attached hereto each item of documentation supporting the claim submitted.

NOTE: YOUR CLAIM WILL NOT BE CONSIDERED UNLESS THE DOCUMENTATION IS ATTACHED.

Admin Cite # 8732 $150.00
Declaration #09-2023/Nuisance Abatement Order #427.92
Accts Payable Cleanup Service $350.00
Admin Cite # 8701 $400.00
(See attachment)

If the property is held in Joint Tenancy, the taxsale process has severed this Joint Tenancy, and all Joint Tenants will have to sign the claim unless the claimant submits proof that he or she is entitled to the full amount of the claim, the claimant may only receive his or her respective portion of the claim.

I/We affirm under penalty of perjury that the foregoing is true and correct.

Executed this 30 day of July, 2015 at Riverside, CA
County, State

Fred Lopez
Signature of Claimant

Signature of Claimant

FRED LOPEZ
Print Name

Print Name

130 S. Main St
Street Address

Street Address

Lake Elsinore, CA 92530
City, State, Zip

City, State, Zip

951-674-3124
Phone Number

Phone Number

SCO 8-21 (1-99)

Attachment: A. EP 203-247 Claim_CityofLakeElsinore (2414 : EP 203-247)

Page 2

31772 Via Valdez
Lake Elsinore, CA 92530

Notice of Violation + Non-Compliance Doc# 2013-05397 ?
Admin Cite #8616 $1,000.00
Admin Cite #11844 $200.00
Accts Payable Cleanup Service $750.00

Attachment: A. EP 203-247 Claim_CityofLakeElsinore (2414 : EP 203-247)

County Administrative Center- 4th Floor
4080 Lemon Street, P.O. Box 12005
Riverside, CA 92502-2205
(951) 955-3900
(951) 955-3990 - Fax

E-mail: ttc@co.riverside.ca.us
www.countytreasurer.org

COUNTY OF RIVERSIDE
TREASURER-TAX COLLECTOR

Palm Desert Office
38-686 El Cerrito Road
Palm Desert, CA 92211

Temecula Office
40935 County Center Drive, Suite C
Temecula, CA 92591

July 22, 2015

HAWLEY, SUZANNE M
21009 GRAND AVE
WILDOMAR, CA 92595-9732

Re: EXCESS PROCEEDS FROM SALE OF TAX DEFAULTED PROPERTY

Assessment No.: 379272004-2 Item: 247
Situs Address: 31772 Via Valdez Lake Elsinore 92530
Assessee: Hawley, Suzanne M
Date Sold: May 5, 2015
Date Deed to Purchaser Recorded: June 18, 2015
Final Date to Submit Claim: June 20, 2016

Dear Sir or Madame:

The property referenced above was declared subject to the Tax Collector's power of sale for non-payment of taxes and later sold. Parties of Interest, as defined in Section 4675 of the California Revenue and Taxation Code (e.g., the last assessee and any lienholders of record), have a right to file a claim for any excess proceeds that remain after the tax liens and the costs of the sale have been satisfied. Our records show that you may be a party of interest, and we are enclosing for your convenience a claim form and a return envelope. Please note that your claim must be filed within one year of the date the deed to the purchaser was recorded (shown above). By law, we cannot accept claims after one year from this recording date. Claims submitted will be evaluated by our legal counsel and awarded in accordance with state law. The submission of a claim merely initiates that review.

The enclosed form is relatively simple and we must stress that most applicants will be able to fill it out without help. However, if you need help, please feel free to contact our office by mail, telephone or in person and we will help you without charge. You may telephone us at (951) 955-3336.

If you prefer to have an agent file your claim for you, or if you should decide to sell your claim (often referred to as "assignment") so that the purchaser of the claim may receive the funds, please advise us and we will send the proper form.

Please note also that the statutory procedures and the County's internal procedures dictate that most claims will not be processed until at least twenty (20) months following the date of recordation of the tax deed.

Sincerely,

DON KENT
TREASURER-TAX COLLECTOR

By *Jennifer Pazieni*
Deputy

117-170(Rev. 5-03)

Attachment: A. EP 203-247 Claim_CityofLakeElsinore (2414 : EP 203-247)

COPY

DOC # 2013-0539749
11/14/2013 12:39P Fee:NC
Page 1 of 4
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder

PLEASE COMPLETE THIS INFORMATION
RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

City of Lake Elsinore
Attn: City Clerk's Office
130 S. Main Street
Lake Elsinore, CA 92530

S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
			4						
M	A	L	465	426	PCOR	NCOR	SMF	NCHG	EXAM
					T:		CTY	UNI	026

Space above this line for recorder's use only

Notice of Violation and Non-Compliance

Title of Document

M 026

TRA: _____

DTT: _____

RECEIVED
NOV 25 2013
CITY CLERK'S OFFICE

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
($3.00 Additional Recording Fee Applies)

ACR 238P-AS4RE0 (Rev. 03/2008)

Attachment: A. EP 203-247 Claim_CityofLakeElsinore (2414 : EP 203-247)

CITY OF LAKE ELSINORE
DREAM EXTREME

RECORDING REQUESTED
NO FEE-RECORD FOR THE BENEFIT OF
RIVERSIDE COUNTY AND THE
CITY OF LAKE ELSINORE

WHEN RECORDED MAIL TO:
City of Lake Elsinore
Code Enforcement Division
130 S. Main Street
Lake Elsinore, CA 92530

Case # 13-953

Notice of Violation and Non-Compliance

NOTE *THIS CERTIFICATE OF NUISANCE CANNOT BE RELEASED UNTIL ALL APPLICABLE VIOLATIONS HAVE BEEN CORRECTED AND FEES AND FINES HAVE BEEN PAID-CONTACT THE CODE ENFORCEMENT DIVISION FOR DETAILS*

PLEASE TAKE NOTE that the real property located within the County of Riverside and the City of Lake Elsinore and described below has been found by the Code Enforcement Division of the City of Lake Elsinore to contain conditions declared to constitute a public nuisance pursuant to Lake Elsinore Municipal Code Title 8 Chapter 8.18.020. The owner thereof has been so notified: LEMC Section 8.18.020 (Q) Overgrown Weeds, 8.18.020 (U) Landscape Maintenance

LEGAL DESCRIPTION: Lot 14 MB 087/086 TR 6406-1
APN# 379-272-004
ADDRESS: 31772 Via Valdez Street, Lake Elsinore, CA 92530
PROPERTY OWNER: Suzanne M. Hawley

Pursuant to Lake Elsinore Municipal Code Title 8 Chapter 8.18.130, under the authority contained in the Lake Elsinore Municipal Code Title 8 Chapter 8.18.130, all costs of abatement of the nuisance, including all costs of enforcement, if any, as confirmed by Lake Elsinore City Council, may be assessed and recorded as a special assessment and lien against the above described real property which shall be collected at the same time and in the same manner as ordinary property taxes are collected and shall be subject to the same penalties and the same procedure for foreclosure and sale in case of delinquency as provided for ordinary property taxes. After recordation, the lien may be foreclosed by judicial or other sale in the manner and means provided.

CITY OF LAKE ELSINORE
CODE ENFORCEMENT DIVISION

A. Rodriguez

Alex Rodriguez
Code Enforcement Officer I

951.674.3124
130 S. MAIN STREET
LAKE ELSINORE, CA 92530
WWW.LAKE-ELSINORE.ORG

Attachment: A. EP 203-247 Claim_CityofLakeElsinore (2414 : EP 203-247)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California
County of Riverside

On 11-4-13 (Date) before me, Joyce M. Teyler Notary Public (Here Insert Name and Title of the Officer)

personally appeared Alex Rodriguez (Name(s) of Signer(s))

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(~~s~~) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Joyce M Teyler (Signature of Notary Public)

JOYCE M. TEYLER
Commission # 1951699
Notary Public - California
Riverside County
My Comm. Expires Sep 10, 2015

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Notice of Violation + Non-Compliance

Document Date: _____ Number of Pages: 2

Signer(s) Other Than Named Above: _____

Capacity(~~ies~~) Claimed by Signer(~~s~~)

Signer's Name: Alex Rodriguez	Signer's Name: _____
☐ Corporate Officer — Title(s): _____	☐ Corporate Officer — Title(s): _____
☑ Individual	☐ Individual
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact	☐ Attorney in Fact
☐ Trustee	☐ Trustee
☐ Guardian or Conservator	☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: City of Lake Elsinore	Signer Is Representing: _____
RIGHT THUMBPRINT OF SIGNER — Top of thumb here	RIGHT THUMBPRINT OF SIGNER — Top of thumb here

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Item #5907

Attachment: A. EP 203-247 Claim_CityofLakeElsinore (2414 : EP 203-247)

LARRY W. WARD
COUNTY OF RIVERSIDE
ASSESSOR-COUNTY CLERK-RECORDER

Recorder
P.O. Box 751
Riverside, CA 92502-0751
(951) 486-7000

www.riversideacr.com

NOTARY CLARITY

Under the provisions of Government Code 27361.7, I certify under the penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

Name of Notary: Joyce M. Teyler

Commission #: 1951699

Place of Execution: Riverside County

Date Commission Expires: 09/10/2015

Date: 11-6-13

Signature: Joyce M. Teyler

Print Name: Joyce M. Teyler

Attachment: A. EP 203-247 Claim_CityofLakeElsinore (2414 : EP 203-247)

```
Group number . . . . . :        394  A/P#1 FR
Accounting period  . . . :    03/2015              mm/yyyy
Posting date . . . . . :      09/25/2014           mm/dd/yyyy

  Transaction date . . . . :  09/25/2014            mm/dd/yyyy
  Invoice number . . . . . :  002424
  Account number . . . . . :  100-4330-424.20-20 PROFESS.-TECH.&OTHER SVCS
  Project number . . . . . :
  Amount . . . . . . . . . :            750.00
  Liquidated amount  . . . :              .00
  Discount amount  . . . . :              .00
  Retainage amount . . . . :              .00
  Net transaction amount . :            750.00
  Voucher number . . . . . :  001436
  PO number  . . . . . :
  Vendor number  . . . . . :     2789  DISCOUNT HAULING & CLEANUP SERVICE
  Description 1  . . . . . :  NUISANCE ABTMNT CLNUP ON
  Description 2  . . . . . :  31772 VIA VALDEZ
  Transaction type code  . :
F3=Exit   F12=Cancel   F15=Group Inquiry                    F24=More keys
```

Attachment: A. EP 203-247 Claim_CityofLakeElsinore (2414 : EP 203-247)

Group number	1470 A/P#3 FR	
Accounting period	09/2010	mm/yyyy
Posting date	03/30/2010	mm/dd/yyyy
Transaction date	03/31/2010	mm/dd/yyyy
Invoice number	1481	
Account number	100-4330-424.20-20 PROFESS.-TECH.&OTHER SVCS	
Project number		
Amount	350.00	
Liquidated amount	.00	
Discount amount	.00	
Retainage amount	.00	
Net transaction amount	350.00	
Voucher number	005765	
PO number		
Vendor number	2789 DISCOUNT HAULING & CLEANUP SERVICE	
Description 1	NUISANCE ABTMNT CLN UP	
Description 2	FOR 31772 VIA VALDEZ,L.E.	
Transaction type code		

F3=Exit F12=Cancel F15=Group Inquiry F24=More keys

Attachment: A. EP 203-247 Claim_CityofLakeElsinore (2414 : EP 203-247)

CPC CITATION PROCESSING CENTER

Home

- New Search
- Payments & Refunds
- Citation Changes
- Adjudication
- Receipt
- Add Note
- Cite Documents
- Hot Sheet
- NEW Reports
- Enhancements

Found Citations:
11844

Submit

General Information

Citation 11844 Date 08/06/14 Time

Amt Owing this Citation: $200.00 This Person: $200.00 This Plate:

Issuing Agency: Lake Elsinore Code Enforcement Dept: Admin

Status: OPEN: Noticed (sent to FTB)

Number: 1 of 1

Responsible Party Information

Name: SUZANNE HAWLEY

Address: 31772 VALDEZ

City/State/Zip: LAKE ELSINORE, CA 92530

Show all Panels | Hide all Panels

Citation Information

Location: 31772 VIA VALDEZ LAKE ELSINORE, CA 92530 Case: Badge #: 1812

Comments:

Violation Information

Bail Code	Description	Bail Amount
818020(Q)	Trees and Vegetation	$100.00
8.18.020(U)	Maintenance / lack of landscaping	$100.00

- Fee History
- Payment History
- Notice History
- Appeal History
- Responsible Party History
- Citation History

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11844

Attachment: A. EP 203-247 Claim_CityofLakeElsinore (2414 : EP 203-247)

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- Cite Documents
- Hot Sheet
- NEW Reports
- Enhancements

Found Citations:
8616

Submit

General Information

Citation: 8616 Date: 01/04/14 Time: 02:35 PM

Amt Owing this Citation: $1000.00 This Person: $1400.00 This Plate:

Issuing Agency: Lake Elsinore Code Enforcement Dept: Admin

Status: OPEN: Noticed (sent to FTB)

Number: 2 of 2

Responsible Party Information

Name: HAWLEY, SUZANNE M

Address: 31772 VIA VALDEZ

City/State/Zip: LAKE ELSINORE, CA 92530

Show all Panels | Hide all Panels

Citation Information

Location: 31772 VIA VALDEZ Case: 130953 Badge #: 3303

Comments:

Violation Information

Bail Code	Description	Bail Amount
8.18.020(A)(17)	Overgrown/Dead/Vegetation/Weed	$500.00
8.18.020(A)(21)	Maintenance/lack of landscaping	$500.00

- Fee History
- Payment History
- Notice History
- Appeal History
- Responsible Party History
- Citation History

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8701
8616

Attachment: A. EP 203-247 Claim_CityofLakeElsinore (2414 : EP 203-247)

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Found Citations: 8701

Submit

General Information

Citation: 8701 Date: 11/24/13 Time: 11:15 AM

Amt Owing this Citation: $400.00 This Person: $1400.00 This Plate:

Issuing Agency: Lake Elsinore Code Enforcement Dept: Admin

Status: OPEN: Noticed (sent to FTB)

Number: 1 of 2

Responsible Party Information

Name: HAWLEY, SUZANNE M

Address: 31772 VIA VALDEZ

City/State/Zip: LAKE ELSINORE, CA 92530

Show all Panels | Hide all Panels

Citation Information

Location: 31772 VIA VALDEZ Case: 13953 Badge #: 3303

Comments:

Violation Information

Bail Code	Description	Bail Amount
8.18.020(A)(17)	OVERGROWN DEAD VEGETATION/WEEDS	$200.00
8.18.020(A)(21)	Maintenance/Lack of Landscaping	$200.00

- Fee History
- Payment History
- Notice History
- Appeal History
- Responsible Party History
- Citation History

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8701
8616

Attachment: A. EP 203-247 Claim_CityofLakeElsinore (2414 : EP 203-247)

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- Payments & Refunds
- Citation Changes
- Adjudication
- Receipt
- Add Note
- Cite Documents
- Hot Sheet
- NEW Reports
- Enhancements

Found Citations: 8732

Submit

General Information

Citation: 8732 Date: 10/06/13 Time: 11:25 AM

Amt Owing this Citation: $150.00 This Person: $150.00 This Plate:

Issuing Agency: Lake Elsinore Code Enforcement Dept: Admin

Status: 03/06/14: Sent to Collections

Number: 1 of 1

Responsible Party Information

Name: HAWLEY, SUZANNE M

Address: 31772 VIA VALDEZ STREET

City/State/Zip: LAKE ELSINORE, CA 92530

Show all Panels | Hide all Panels

Citation Information

Location: 31772 VIA VALDEZ ST Case: 130953 Badge #: 3303

Comments:

Violation Information

Bail Code	Description	Bail Amount
8.18.020(A)(17)	Overgrown/Dead Vegetation/Weeds	$50.00
8.18.020(A)(21)	MAINTENANCE/LACK OF LANDSCAPING	$100.00

- Fee History
- Payment History
- Notice History
- Appeal History
- Responsible Party History
- Citation History

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8732

Attachment: A. EP 203-247 Claim_CityofLakeElsinore (2414 : EP 203-247)

CITY OF LAKE ELSINORE
DREAM EXTREME

October 22, 2009

Via Certified: 7008 0500 0001 8153 0866
and Regular US Mail

Susanne Hawley
31772 Via Valdez Street
Lake Elsinore, CA 92530

NUISANCE ABATEMENT ORDER
CASE: NA 09-2023

At the Nuisance Abatement Hearing held on October 20, 2009, before the Nuisance Abatement Board, the Board motioned to declare premises at 31772 Via Valdez Street, Lake Elsinore, CA 92530 (APN 379-272-004) Lot 14 MB 087-086 TR 6406-1, a public nuisance pursuant to the attached Declaration of Public Nuisance No. 09-2023.

The property shall be abated twenty-one (21) days from the date of this order pursuant to provisions contained in the Declaration of Public Nuisance No. 09-2023 as follows:

A. Remove / abate / abstain from causing or maintaining any any public nuisance known in law or in equity jurisprudence.

B. Cut all weeds and trim trees, remove and property dispose of all dead trees, bushes and other vegetation.

C. Remove and properly dispose of all junk, trash and debris on property on a regular basis.

An administrative fee of $427.92 will be charged for the hearing. If abatement action is taken by the City the costs of the abatement will also be assessed against the property and will attach as a lien and/or special assessment until paid.

951.674.3124
130 S. Main Street
Lake Elsinore, CA 92530
www.lake-elsinore.org

Attachment: A. EP 203-247 Claim_CityofLakeElsinore (2414 : EP 203-247)

Ms. Susanne Hawley
Nuisance Abatement Order
October 22, 2009

The owner or persons occupying or controlling such lot or premises affected may appeal to the City Council. Such appeal shall be in writing, accompanied by the $200.00 appeal fee, and shall be filed with the City Clerk of said City within fifteen (15) days from the date of this Order of Abatement.

If you have any questions, please contact the Code Enforcement Division at (951) 674-3124 ext.227, for more information.

CITY OF LAKE ELSINORE

Robin K. Chipman

Robin Chipman
Building Official/Code Enforcement Manager

jmt

Attachment: A. EP 203-247 Claim_CityofLakeElsinore (2414 : EP 203-247)

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

OCT 28 2009

Susanne Hawley
31772 Via Valdez Street
Lake Elsinore, CA 92530
09-2023

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☐ Agent ☒ Addressee

B. Received by (Printed Name) W. D. HAWLEY C. Date of Delivery 10/26/09

D. Is delivery address different from item 1? ☒ Yes
If YES, enter delivery address below: ☐ No
26558 CHAMBERS ST
SUN CITY CA 92586

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☒ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) 7008 0500 0001 8153 0866

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

U.S. Postal Service™
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OFFICIAL USE

Postage	$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total	

OCT 22 2009
Postmark Here

Sent To Susanne Hawley
Street, Apt. No., or PO Box No. 31772 Via Valdez Street
City, State, ZIP+4 Lake Elsinore, CA 92530

7008 0500 0001 8153 0866

PS Form 3800, August 2006 See Reverse for Instructions

Attachment: A. EP 203-247 Claim_CityofLakeElsinore (2414 : EP 203-247)

CITY OF LAKE ELSINORE

DECLARATION NO. 09-2023

RESOLUTION OF THE NUISANCE ABATEMENT BOARD OF THE CITY OF LAKE ELSINORE FINDING THAT 31772 VIA VALDEZ STREET (APN 379-272-004) IN THE CITY OF LAKE ELSINORE, CALIFORNIA CONSTITUTES A PUBLIC NUISANCE AND ORDERING SUCH NUISANCE ABATED

WHEREAS, the Code Enforcement Manager/Building Official of the City of Lake Elsinore, California has determined that a public nuisance exists on property located at 31772 Via Valdez Street Lake Elsinore, CA 92530, APN 379-272-004, and more particularly described as LOT 14MB 087/086 TR 6406-1 and set the matter for public hearing before the Nuisance Abatement Board to consider the Code Enforcement Manager/Building Official's determination and the abatement thereof; and

WHEREAS, the Nuisance Abatement Board of the City of Lake Elsinore on the 20th day of October, 2009 held a properly noticed hearing on the Code Enforcement Manager/Building Official's determination; and

WHEREAS, at the time of the hearing the Nuisance Abatement Board considered the staff report regarding the subject property, all oral testimony and any other relevant evidence presented to it, all which is incorporated herein by reference.

NOW, THEREFORE, BE IT RESOLVED by the Nuisance Abatement Board of the City of Lake Elsinore as follows:

1. That the property located at **31772 Via Valdez Street, Lake Elsinore, California 92530, APN 379-272-004** and more particularly described as **LOT 14 MB 087/086 TR 6406-1** does constitute a public nuisance and that there is sufficient cause to abate the nuisance for the following reasons:

   A. Junk, trash and debris in direct violation of the LEMC, 8.18.020 (H, I, J & K)

   B. Overgrown weeds in direct violation of the LEMC 8.18.020 (Q)

Attachment: A. EP 203-247 Claim_CityofLakeElsinore (2414 : EP 203-247)

2. That the Nuisance Abatement Board hereby orders that said nuisance be abated as follows:

   A. Remove all junk, trash and debris from property.

   B. Remove all overgrown weeds from property.

3. That said nuisance shall be completely abated before **November 8, 2009.** Otherwise the same will be removed and abated by the municipal authorities of the City of Lake Elsinore or it's contractor(s) in which case the cost of such removal shall be assessed upon the lot(s) and land on which said condition(s) are removed or corrected, and such cost will constitute a lien and special assessment upon such lot(s) or land until paid.

DATED this 20th day of October, 2009.

CITY OF LAKE ELSINORE
NUISANCE ABATEMENT BOARD

Robin K. Chipman

By
Robin Chipman
Code Enforcement Manager/Building Official
City of Lake Elsinore

Attachment: A. EP 203-247 Claim_CityofLakeElsinore (2414 : EP 203-247)

JON CHRISTENSEN
ASSISTANT TREASURER-TAX COLLECTOR

DEBBIE BASHE
INFORMATION TECHNOLOGY OFFICER

GIOVANE PIZANO
INVESTMENT MANAGER

KIEU NGO
FISCAL MANAGER

DON KENT
TREASURER

MATT JENNINGS
CHIEF DEPUTY TREASURER-TAX COLLECTOR

MELISSA JOHNSON
CHIEF DEPUTY TREASURER-TAX COLLECTOR

ADRIANNA GOMEZ
ADMINISTRATIVE SERVICES MANAGER I

August 8, 2016

City of Lake Elsinore
C/O Fred Lopez
130 S. Main St.
Lake Elsinore, CA 92530

Re: APN: 379272004-2
TC 203 Item 247
Date of Sale: May 5, 2015

To Whom It May Concern:

This office is in receipt of your claim for excess proceeds from the above-mentioned tax sale. The documentation you have provided is insufficient to establish your claim.

Please submit the necessary proof to establish your right to claim the excess proceeds. The document(s) listed below may assist the Tax Collector in making the determination.

___ Notarized Affidavit for Collection of Personal Property under California Probate Code 13100
___ Notarized Statement of different/misspelled
___ Notarized Statement Giving Authorization to claim on behalf of
___ Certified Death Certificate for
___ Copy of Birth Certificates for
___ Copy of Marriage Certificate for
___ Original Note/Payment Book
_X_ Updated Statement of Monies Owed (as of date of tax sale)
___ Articles of Incorporation (if applicable Statement by Domestic Stock)
___ Court Order Appointing Administrator
___ Deed (Quitclaim/Grant etc...)
___ Other –

Please send in all documents within 30 days (**September 8, 2016**). If you should have any questions, please contact me at the number listed below.

Sincerely,

Jennifer Pazicni
Tax Sale Operations Unit
(951) 955-3336
(951) 955-3990 Fax
jpazicni@RivCoTTC.org

Attachment: A. EP 203-247 Claim_CityofLakeElsinore (2414 : EP 203-247)

CITY OF LAKE ELSINORE
DREAM EXTREME

August 30, 2016

Jennifer Pazicni
Tax Sale Operations Unit
County of Riverside
Treasurer-Tax Collector
4080 Lemon St, 4th Floor
P.O. Box 12005
Riverside, CA 92502

STATEMENT OF MONIES OWED

Listed below are the fees charged against the 31772 Via Valdez, 379272004-2, Lake Elsinore, CA 92530.

Nuisance Abatement Fees	***$ 427.92***
Citation #8616	***$ 250.00***
Citation #11844	***$ 125.00***
Clean up fees	***$ 750.00***
TOTAL AMOUNT:	***$ 1,552.92***

If you have any questions, please contact the Code Enforcement Division at (951) 674-3124 extension 227.

Thank you in advance for your cooperation in this matter.

CITY OF LAKE ELSINORE

Joyce Teyler
Community Development Tech

jmt

951.674.3124
130 S. Main Street
Lake Elsinore, CA 92530
www.lake-elsinore.org

Attachment: A. EP 203-247 Claim_CityofLakeElsinore (2414 : EP 203-247)

CITY OF LAKE ELSINORE
DREAM EXTREME

September 5, 2014

Via Certified: 7008 0500 0001 8153 7124

Suzanne Hawley
31772 Via Valdez
Lake Elsinore, CA 92530

NUISANCE ABATMENT ORDER
CASE: NA 14-652

At the Nuisance Abatement hearing held on September 2, 2014, before the Nuisance Abatement Board, the Board motioned to declare the premises located at 31772 Via Valdez, Lake Elsinore, CA 92530 (APN 379-272-004) Lot 14 MB 087/086 TR 6406-1.

A public hearing may be avoided if the following corrections are made at least two weeks before the date set for the hearing:

1. Remove / abate all overgrown and dead vegetation.

2. Install and maintain landscaping.

An administrative fee of $427.92 will be charged for the hearing. If abatement action is taken by the City the costs of the abatement will also be assessed against the property and will attach as a lien and/or special assessment until paid.

The owner or persons occupying or controlling such lot or premises affected may appeal to the City Council. Such appeal shall be in writing, accompanied by the $200.00 appeal fee, and shall be filed with the City Clerk of said City within ten (10) days from the date of this Order of Abatement.

951.674.3124
130 S. Main Street
Lake Elsinore, CA 92530
www.lake-elsinore.org

Attachment: A. EP 203-247 Claim_CityofLakeElsinore (2414 : EP 203-247)

If you have any questions, please contact the Code Enforcement Division at (951) 674-3124 ext.227, for more information.

CITY OF LAKE ELSINORE

William A. Belvin
Building Official/Code Enforcement Manager

Attachment: A. EP 203-247 Claim_CityofLakeElsinore (2414 : EP 203-247)

City of Lake Elsinore
Code Enforcement Division
130 S. Main Street
Lake Elsinore, CA 92530
Tel: (951) 674-3124 ext. 227
Fax: (951) 471-1418

DECLARATION NO. 14-652

RESOLUTION OF THE NUISANCE ABATEMENT BOARD OF THE CITY OF LAKE ELSINORE FINDING THAT 31772 VIA VALDES (APN 379272004) IN THE CITY OF LAKE ELSINORE, CALIFORNIA 92530 CONSTITUTES A PUBLIC NUISANCE AND ORDERING SUCH NUISANCE ABATED

WHEREAS, the Code Enforcement Manager/Building Official of the City of Lake Elsinore, California has determined that a public nuisance exists on property located at:

31772 VIA VALDEZ
LAKE ELSINORE, CA 92530
APN 379272004

and more particularly described as LOT 14 MB 087/086 TR 6406-1 and set the matter for public hearing before the Nuisance Abatement Board to consider the Code Enforcement Manager/Building Official's determination and the abatement thereof; and

WHEREAS, the Nuisance Abatement Board of the City of Lake Elsinore on 09/02/2014 held a properly noticed hearing on the Code Enforcement Manager/Building Official's determination; and

WHEREAS, at the time of the hearing the Nuisance Abatement Board considered the staff report regarding the subject property, all oral testimony and any other relevant evidence presented to it, all which is incorporated herein by reference.

NOW, THEREFORE, BE IT RESOLVED by the Nuisance Abatement Board of the City of Lake Elsinore as follows:

1. That the property located at:
   31772 VIA VALDEZ

Attachment: A. EP 203-247 Claim_CityofLakeElsinore (2414 : EP 203-247)

LAKE ELSINORE, CA 92530
APN: 379272004

and more particularly described as **LOT 14 MB 087/086 TR 6406-1** does constitute a public nuisance and that there is sufficient cause to abate the nuisance for the following reasons:

Municipal Code	Description	Corrective Action
8.18.020(Q)	Dead, decayed, diseased, overgrown or hazardous trees, weeds and vegetation, cultivated or uncultivated, which is likely to harbor rats or vermin, or constitute an unsightly appearance, or is detrimental to neighboring properties or property values.	Remove all overgrown, dead vegetation
8.18.020(U)	Any landscaped setback areas which lack appropriate turf or plant material so as to cause excessive dust, allow the accumulation of debris, or to cause depreciated values of adjacent or neighborhood properties.	Install and maintain landscaping

2. That the Nuisance Abatement Board hereby orders that said nuisance be abated according to the corrective actions listed above.
3. That said nuisance shall be completely abated before **09/16/2014**. Otherwise the same will be removed and abated by the municipal authorities of the City of Lake Elsinore or it's contractor(s) in which case the cost of such removal shall be assessed upon the lot(s) and land on which said condition(s) are removed or corrected, and suchcost will constitute a lien and special assessment upon such lot(s) or land until paid.

Dated: 09/04/2014

CITY OF LAKE ELSINORE
NUISANCE ABATEMENT BOARD

Wil A. Bel By
William A. Belvin
Code Enforcement Manager/Building Official
City of Lake Elsinore

Attachment: A. EP 203-247 Claim_CityofLakeElsinore (2414 : EP 203-247)

DISCOUNT HAULING & CLEANUP SERVICE

29042 Allan St
Lake Elsinore, CA 92532
951-245-6444 LIC # 888074

INVOICE

NO. 002424

DATE 9-15-14

SOLD TO	Job Location ☐ Same As Sold To
City of Elsinore 130 S. Main St Lake Elsinore, Ca	31772 Via Valdez Lake Elsinore, Ca

DATE	DESCRIPTION	AMOUNT
9-15-14	Cut Down Weeds	
	Trim trees	
	Demo Two sheds	
	Secure front Door	
	Haul away all trimmings	
	and some trash.	
	Price includes disposal	
	fees.	
	TOTAL	$ 750.00

LAKE ELSINORE AUTHORIZATION

DIRECTOR OF APPROVAL

ADMINISTRATIVE SVC

ONLY:

30 days after notification. It will be subject to 3 times the amount of the check or not less

CPC CITATION PROCESSING CENTER

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• Home Search Citations Payments & Refunds Reporting

OPEN: Noticed (sent to FTB)

General Information -

Citation Number: 8616 Date: 01/04/2014 Time: 2:35PM

Owing (this citation): $250.00 This person: $250.00 Case: 130953

Agency: Lake Elsinore Code Enforcement

Department: Admin

Responsible Party -

Name: HAWLEY, SUZANNE M

Address: 31772 VIA VALDEZ
LAKE ELSINORE, CA 92530

(responsible party history)

Admin Original Citation Information -

Location: 31772 VIA VALDEZ

Case: 130953 Badge: 3303 DL:

DL State: DL Class: DL DOB:

Race: Height: Weight:

Hair Color: Eye Color: SSN: 572846195

Sex: Is Business: False Type: Business

Comments:

Attachments

Citation Images

No Citation Images Found...

Citation Documents

No Citation Documents Found...

Appeal Documents

No Appeal Documents Found...

Violation Information +

Charges, Fees and Adjustments -

Date	Description	Amount
09/09/2015	Balance Adjustment Part of the violation amount dismissed (8.18.020(A)(17) - Overgrown/Dead/Vegetation/Weed)	($250.00

Payment Information +

Notice History +

Appeal Information -

Date	Transaction	Description	Appellant

Transaction History +

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ClientServices@DataTicket.com 1-888-752-0512 Mission Statement

Attachment: A. EP 203-247 Claim_CityofLakeElsinore (2414 : EP 203-247)

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OPEN: Noticed (sent to FTB)

General Information -

Citation Number: 11844 Date: 08/06/2014 Time: 12:00AM
Owing (this citation): $125.00 This person: $125.00 Case:
Agency: Lake Elsinore Code Enforcement
Department: Admin

Responsible Party -

Name: SUZANNE HAWLEY
Address: 31772 VALDEZ
LAKE ELSINORE, CA 92530
(responsible party history)

Admin Original Citation Information -

Location: 31772 VIA VALDEZ LAKE ELSINORE, CA 92530
Case: Badge: 1812 DL:
DL State: DL Class: DL DOB:
Race: Height: Weight:
Hair Color: Eye Color: SSN: 572846195
Sex: Is Business: False Type: Business
Comments:

Attachments

Citation Images
No Citation Images Found...
Citation Documents
No Citation Documents Found...
Appeal Documents
No Appeal Documents Found...

Violation Information -

Municipal Code	Description	Amount
818020(Q)	Trees and Vegetation	$100.00
8.18.020(U)	Maintenance / lack of landscaping	$100.00

Charges, Fees and Adjustments -

Date	Description	Amou

Payment Information -

Date Received	Payment Type	Payment Description	Payment Location	Amou
09/08/2015	Check	Check Dated: 09/08/2015, Number: 2920	Client	$75.(

Notice History +

Appeal Information -

Date	Transaction	Description	Appellant

Transaction History +

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ClientServices@DataTicket.com 1-888-752-0512 Mission Statement

Attachment: A. EP 203-247 Claim_CityofLakeElsinore (2414 : EP 203-247)

CLAIM FOR EXCESS PROCEEDS FROM THE SALE OF TAX-DEFAULTED PROPERTY
(SEE REVERSE SIDE FOR FURTHER INSTRUCTIONS)

RECEIVED
2015 AUG 19 AM 8:53
RIVERSIDE COUNTY
TREAS-TAX COLLECTOR

To: **Don Kent, Treasurer-Tax Collector**

Re: **Claim for Excess Proceeds**

TC 203 Item 247 Assessment No.: 379272004-2

Assessee: HAWLEY, SUZANNE M

Situs: 31772 VIA VALDEZ LAKE ELSINORE 92530

Date Sold: May 5, 2015

Date Deed to Purchaser Recorded: June 18, 2015

Final Date to Submit Claim: June 20, 2016

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of $ All Excess from the sale of the above mentioned real property. I/We were the ☑ lienholder(s), ☑ property owner(s) **[check in one box]** at the time of the sale of the property as is evidenced by Riverside County Recorder's Document No. EXT to 379272004-2 recorded on June 18 2015. A copy of this document is attached hereto. I/We are the rightful claimants by virtue of the attached assignment of interest. I/We have listed below and attached hereto each item of documentation supporting the claim submitted.

NOTE: YOUR CLAIM WILL NOT BE CONSIDERED UNLESS THE DOCUMENTATION IS ATTACHED.

If the property is held in Joint Tenancy, the taxsale process has severed this Joint Tenancy, and all Joint Tenants will have to sign the claim unless the claimant submits proof that he or she is entitled to the full amount of the claim, the claimant may only receive his or her respective portion of the claim.

I/We affirm under penalty of perjury that the foregoing is true and correct.

Executed this 24 day of July, 2015 at Riverside, CA
County, State

Suzanne M. Hawley
Signature of Claimant

Signature of Claimant

Suzanne M. Hawley
Print Name

Print Name

21009 Grand Ave.
Street Address

Street Address

Wildomar, CA.
City, State, Zip

City, State, Zip

951-710-4358
Phone Number

Phone Number

SCO 8-21 (1-99)

Attachment: B. EP 203-247 Claim_Hawley (2414 : EP 203-247)

County Administrative Center- 4th Floor
4080 Lemon Street, P.O. Box 12005
Riverside, CA 92502-2205
(951) 955-3900
(951) 955-3990 - Fax

E-mail: ttc@co.riverside.ca.us
www.countytreasurer.org

COUNTY OF RIVERSIDE
TREASURER-TAX COLLECTOR

Palm Desert Office
38-686 El Cerrito Road
Palm Desert, CA 92211

Temecula Office
40935 County Center Drive, Suite C
Temecula, CA 92591

July 22, 2015

HAWLEY, SUZANNE M
21009 GRAND AVE
WILDOMAR, CA 92595-9732

Re: EXCESS PROCEEDS FROM SALE OF TAX DEFAULTED PROPERTY

Assessment No.: 379272004-2 Item: 247
Situs Address: 31772 Via Valdez Lake Elsinore 92530
Assessee: Hawley, Suzanne M
Date Sold: May 5, 2015
Date Deed to Purchaser Recorded: June 18, 2015
Final Date to Submit Claim: June 20, 2016

Dear Sir or Madame:

The property referenced above was declared subject to the Tax Collector's power of sale for non-payment of taxes and later sold. Parties of Interest, as defined in Section 4675 of the California Revenue and Taxation Code (e.g., the last assessee and any lienholders of record), have a right to file a claim for any excess proceeds that remain after the tax liens and the costs of the sale have been satisfied. Our records show that you may be a party of interest, and we are enclosing for your convenience a claim form and a return envelope. Please note that your claim must be filed within one year of the date the deed to the purchaser was recorded (shown above). By law, we cannot accept claims after one year from this recording date. Claims submitted will be evaluated by our legal counsel and awarded in accordance with state law. The submission of a claim merely initiates that review.

The enclosed form is relatively simple and we must stress that most applicants will be able to fill it out without help. However, if you need help, please feel free to contact our office by mail, telephone or in person and we will help you without charge. You may telephone us at (951) 955-3336.

If you prefer to have an agent file your claim for you, or if you should decide to sell your claim (often referred to as "assignment") so that the purchaser of the claim may receive the funds, please advise us and we will send the proper form.

Please note also that the statutory procedures and the County's internal procedures dictate that most claims will not be processed until at least twenty (20) months following the date of recordation of the tax deed.

Sincerely,

DON KENT
TREASURER-TAX COLLECTOR

By *Jennifer Pazicni*
Deputy

117-170(Rev. 5-03)

Attachment: B. EP 203-247 Claim_Hawley (2414 : EP 203-247)

DOC # 2000-414466
10/20/2000 08:00A Fee:25.00
Page 1 of 1 Doc T Tax Paid
Recorded in Official Records
County of Riverside
Gary L. Orso
Assessor, County Clerk & Recorder

M	S	U	PAGE	SIZE	DA	PCOR	NCOR	SMF	MISC
			1				1		
A	R	L			COPY	LONG	REFUND	NCHG	EXAM
									18

RECORDING REQUESTED BY
Lawyers Title Co
AND WHEN RECORDED MAIL TO:
Suzanne M. Hawley
31772 Via Valdez Street
Lake Elsinore, CA 92530

A.P.N.: 379-272-004 TRA #: 005028 Order No.: 4007809-23 Escrow No.: 10229

GRANT DEED

THE UNDERSIGNED GRANTOR(s) DECLARE(s) THAT DOCUMENTARY TRANSFER TAX IS: COUNTY $81.40
[X] computed on full value of property conveyed, or
[ ] computed on full value less value of liens or encumbrances remaining at time of sale,
[ ] unincorporated area: [X] City of Lake Elsinore, and

FOR A VALUABLE CONSIDERATION, Receipt of which is hereby acknowledged,
STEVE GRAYBILL, EXECUTOR OF THE ESTATE OF EVELYN M. GRAYBILL, DECEASED

hereby GRANT(S) to Suzanne M. Hawley, a Married Woman as her Sole and Separate Property

the following described property in the City of Lake Elsinore, County of Riverside State of California;

Lot 14 of Tract 6406-1, in the City of Lake Elsinore, County of Riverside, as per map recorded in Book 87, Page(s) 86 and 87, of Maps, in the Office of the County Recorder of said County.

STEVE GRAYBILL, EXECUTOR OF THE ESTATE
OF EVELYN M. GRAYBILL, DECEASED

By: _____
Steve Graybill, Executor

Document Date: September 18, 2000

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)SS
On October 10, 2000 before me, Debra Lee Lane, Notary Public
personally appeared STEVEN GRAYBILL
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.
WITNESS my hand and official seal.

Signature _____

This area for official notarial seal.

DEBRA LEE LANE
Commission # 1163981
Notary Public - California
Los Angeles County
My Comm. Expires Jan 1, 2002

Mail Tax Statements to: SAME AS ABOVE or Address Noted Below

THIS MICROFILM COPYRIGHTED 1987 BY SECURITY UNION TITLE INSURANCE COMPANY MICROGRAPHICS DIVISION

RIVERSIDE

Attachment: B. EP 203-247 Claim_Hawley (2414 : EP 203-247)

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

Item **9.11**

SUBMITTAL DATE:
August 16, 2016

FROM : TREASURER-TAX COLLECTOR:

SUBJECT: Recommendation for Distribution of Excess Proceeds for Tax Sale No. 203, Item 264. Last assessed to: Erich D. Bachmann and Mona Z. Bachmann, husband and wife as joint tenants, as to an undivided 44.444% interest; and John D. Carter and Alice P. Carter Co-Trustees of the John D. Carter and Alice P. Carter Trust, Under Declaration of Trust dated April 23, 2008 as to an undivided

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the claim from Erich D. Bachmann and Mona Z. Bachmann, last assessees for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 426140006-1;
2. Authorize and direct the Auditor-Controller to issue a warrant to Erich D. Bachmann and Mona Z. Bachmann in the amount of $30,970.66, no sooner than ninety days from the date of this order, unless an appeal has been filed in Superior Court, pursuant to the California Revenue and Taxation Code Section 4675;
3. Authorize and direct the Treasurer-Tax Collector to transfer the unclaimed excess proceeds in the amount of $38,714.01 to the county general fund pursuant to Revenue and Taxation Code Section 4674.

Policy

Don Kent
Don Kent, Treasurer-Tax Collector 10/14/2016

BACKGROUND:

Summary

In accordance with Section 3691 et seq. of the California Revenue and Taxation Code, and with prior approval of the Board of Supervisors, The Tax Collector conducted the May 5, 2015 public auction sale. The deed conveying title to the purchasers at the auction was recorded June 18, 2015. Further, as required by Section 4676 of the California Revenue and Taxation Code, notice of the right to claim excess proceeds was given on July 22, 2015, to parties of interest as defined in Section 4675 of said code. Parties of interest have been determined by an examination of lot book reports as well as Assessor's and Recorder's records, and various research methods were used to obtain current mailing addresses for these parties of interest.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	$ 30,970	$ 0	$ 30,970	$ 0

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

NET COUNTY COST	$ 0	$ 0	$ 0	$ 0

SOURCE OF FUNDS: **Fund 65595 Excess Proceeds from Tax Sale**	**Budget Adjustment:** No
	For Fiscal Year: 16/17

C.E.O. RECOMMENDATION: APPROVE

BACKGROUND:

Summary (continued)

Revenue and Taxation Code 4676 (b) states that the county shall make reasonable effort to obtain the name and last known mailing address of the parties of interest. Then, if the address of the party of interest cannot be obtained, the county shall publish notice of the right to claim excess proceeds in a newspaper of general circulation in the county as per Revenue and Taxation Code 4676 (c). The Treasurer-Tax Collector's Office has made it a policy to take the following actions to locate the rightful party of the excess proceeds.

- Examined title reports to notify all parties of interest attached to the parcel.
- Researched all last assessee's through the County's Property Tax System for any additional addresses.
- Used Accurint (people finder) to notify any new addresses that may be listed for our last assessees.
- Advertised in newspapers for three consecutive weeks in the Desert Sun, Palo Verde Valley Times and the Press Enterprise referring any parties of interest to file a claim for the excess proceeds.
- Sent out a certified mailing within 90 days as required by Revenue and Taxation Code 4675.

According to Revenue and Taxation Code 4675 (a) Any party of interest in the property may file with the county a claim for the excess proceeds, in proportion to his or her interest held with others of equal priority in the property at the time of the sale, at any time prior to the expiration of the one year following the recordation of the Tax Collector's deed to the Purchaser, which was recorded on June 18, 2015.

The Treasurer-Tax Collector has received one claim for excess proceeds:

1. Claim from Erich D. Bachmann and Mona Z. Bachmann based on a Trustee's Deed Upon Sale recorded March 8, 2013 as Instrument No. 2013-0115014.

Pursuant to Section 4675 of the California Revenue and Taxation Code, it is the recommendation of this office that Erich D. Bachmann and Mona Z. Bachmann be awarded excess proceeds in the amount of $30,970.66. Since there are no other claimants for John D. Carter and Alice P. Carter, Co-Trustees' portion of excess proceeds, the unclaimed excess proceeds in the amount of $38,714.01 will be transferred to the county general fund. Supporting documentation has been provided. The Tax Collector requests approval of the above recommended motion. Notice of this recommendation was sent to the claimant by certified mail.

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

Impact on Residents and Businesses

Excess proceeds are being released to the last assessee and transferred to the county general fund.

ATTACHMENTS (if any, in this order):

ATTACHMENT A. Claim Bachmann

.

Attachment: A. EP 203-264 Claim_Bachmann (2047 : EP 203-264)

CLAIM FOR EXCESS PROCEEDS FROM THE SALE OF TAX-DEFAULTED PROPERTY
(SEE REVERSE SIDE FOR FURTHER INSTRUCTIONS)

RECEIVED
2016 FEB 22 PM 5:00
RIVERSIDE COUNTY
TREAS-TAX COLLECTOR

To: **Don Kent, Treasurer-Tax Collector**

Re: **Claim for Excess Proceeds**

TC 203 Item 264 Assessment No.: 426140006-1

Assessee: BACHMANN, ERICH D & MONA Z & CARTER, JOHN D TR & CARTER, ALICE P TR

Situs: 19957 HANSEN AVE NUEVO 92567

Date Sold: May 5, 2015

Date Deed to Purchaser Recorded: June 18, 2015

Final Date to Submit Claim: June 20, 2016

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of $ ALL from the sale of the above mentioned real property. I/We were the ☐ lienholder(s), ☒ property owner(s) **[check in one box]** at the time of the sale of the property as is evidenced by Riverside County Recorder's Document No. 2013-0115014 recorded on 03/08/2013. A copy of this document is attached hereto. I/We are the rightful claimants by virtue of the attached assignment of interest. I/We have listed below and attached hereto each item of documentation supporting the claim submitted.

NOTE: YOUR CLAIM WILL NOT BE CONSIDERED UNLESS THE DOCUMENTATION IS ATTACHED.

1. Copy of Trustee's Deed Upon Sale, Riverside County Recorder Document No. 2013-0115014 dated 03/08/2013.
2. Copy of Deed of Trust, Riverside County Recorder Document No. 2008-0290778 dated 05/29/2008.

If the property is held in Joint Tenancy, the taxsale process has severed this Joint Tenancy, and all Joint Tenants will have to sign the claim unless the claimant submits proof that he or she is entitled to the full amount of the claim, the claimant may only receive his or her respective portion of the claim.

I/We affirm under penalty of perjury that the foregoing is true and correct.

Executed this 12th day of February, 2016 at Los Angeles County, CA
County, State

Erich D. Bachmann
Signature of Claimant

Mona Z Bachmann
Signature of Claimant

Erich D. Bachmann
Print Name

Mona Z Bachmann
Print Name

6511 E. El Roble St.
Street Address

6511 E El Roble Street
Street Address

Long Beach, CA 90815-4620
City, State, Zip

Long Beach, CA 90815-4620
City, State, Zip

562 2294521
Phone Number

(562) 229-4521
Phone Number

SCO 8-21 (1-99)

9.11.a

Attachment: A. EP 203-264 Claim_Bachmann (2047 : EP 203-264)

Packet Pg. 2031

County Administrative Center- 4th Floor
4080 Lemon Street, P.O. Box 12005
Riverside, CA 92502-2205
(951) 955-3900
(951) 955-3990 - Fax

E-mail: ttc@co.riverside.ca.us
www.countytreasurer.org

COUNTY OF RIVERSIDE
TREASURER-TAX COLLECTOR

Palm Desert Office
38-686 El Cerrito Road
Palm Desert, CA 92211

Temecula Office
40935 County Center Drive, Suite C
Temecula, CA 92591

July 22, 2015

BACHMANN, ERICH D & MONA Z & CARTER, JOHN D TR & CARTER, ALICE P TR
C/O WESTBERG INV CORP
6511 EL ROBLE
LONG BEACH, CA 90815

Re: EXCESS PROCEEDS FROM SALE OF TAX DEFAULTED PROPERTY

Assessment No.: 426140006-1 Item: 264
Situs Address: 19957 Hansen Ave Nuevo 92567
Assessee: Bachmann, Erich D & Mona Z & Carter, John D Tr & Carter, Alice P Tr
Date Sold: May 5, 2015
Date Deed to Purchaser Recorded: June 18, 2015
Final Date to Submit Claim: June 20, 2016

Dear Sir or Madame:

The property referenced above was declared subject to the Tax Collector's power of sale for non-payment of taxes and later sold. Parties of Interest, as defined in Section 4675 of the California Revenue and Taxation Code (e.g., the last assessee and any lienholders of record), have a right to file a claim for any excess proceeds that remain after the tax liens and the costs of the sale have been satisfied. Our records show that you may be a party of interest, and we are enclosing for your convenience a claim form and a return envelope. Please note that your claim must be filed within one year of the date the deed to the purchaser was recorded (shown above). By law, we cannot accept claims after one year from this recording date. Claims submitted will be evaluated by our legal counsel and awarded in accordance with state law. The submission of a claim merely initiates that review.

The enclosed form is relatively simple and we must stress that most applicants will be able to fill it out without help. However, if you need help, please feel free to contact our office by mail, telephone or in person and we will help you without charge. You may telephone us at (951) 955-3336.

If you prefer to have an agent file your claim for you, or if you should decide to sell your claim (often referred to as "assignment") so that the purchaser of the claim may receive the funds, please advise us and we will send the proper form.

Please note also that the statutory procedures and the County's internal procedures dictate that most claims will not be processed until at least twenty (20) months following the date of recordation of the tax deed.

Sincerely,

DON KENT
TREASURER-TAX COLLECTOR

By *Jennifer Pazicni*
Deputy

117-170(Rev. 5-03)

Attachment: A. EP 203-264 Claim_Bachmann (2047 : EP 203-264)

RECORDING REQUESTED BY
RESS FINANCIAL CORPORATION

AND WHEN RECORDED MAIL TO*

WESTBERG INVESTMENT CORPORATION
1198 Pacific Coast Highway, Suite D361
Seal Beach, CA 90740

COPY of Document Recorded
at Riverside County Recorder
2013-0115014 03/08/2013
has not been compared with original.
Original will be returned when process
has been completed.

Fee: 31.00 DTT: 0.00 Total 31.00

1173933

Loan No.: W28118 / LOPEZ-BARRERA
A.P. No.: 426-140-006-1
TRA No.: 083-043

RESS Order No.: 74963

TRUSTEE'S DEED UPON SALE

The undersigned Trustee hereby certifies:

1. The Grantee named herein below IS the foreclosing Beneficiary;
2. The amount of the unpaid debt, together with costs was $301,388.85;
3. The amount bid by the Grantee at the Trustee's Sale was $30,000.00;
4. Total Documentary Transfer Tax, based on the above is $0.00; and

Westberg Investment Corporation, a California corporation, herein called "Trustee", as Trustee in the Deed of Trust herein referred to, hereby grants and conveys, without warranty, express or implied to **Erich D. Bachmann and Mona Z. Bachmann, husband and wife as joint tenants, as to an undivided 44.444% interest; and John D. Carter and Alice P. Carter, Co-Trustees of the John D. Carter and Alice P. Carter Trust, Under Declaration of Trust dated April 23, 2008 as to an undivided 55.556% interest;** herein called "Grantee", all right, title and interest heretofore acquired and held by Trustee in and to all that certain real property situated in the **UNINCORPORATED AREA OF THE** County of **RIVERSIDE**, State of California, described as follows:

LOT 8 IN BLOCK 13 OF MAP NO. 4 OF LAKEVIEW, AS SHOWN BY MAP ON FILE IN BOOK 2, PAGE(S) 16 OF MAPS RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

EXCEPT THAT PORTION WITHIN THE FOLLOWING DESCRIBED BOUNDARY LINES;

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 8; THENCE EASTERLY ON THE NORTH LINE OF SAID LOT 8 EXTENDED A DISTANCE OF 275.4 FEET TO ITS INTERSECTION WITH THE WEST LINE OF HANSEN AVENUE; THENCE SOUTHERLY ON THE WEST LINE OF HANSEN AVENUE, A DISTANCE OF 25.5 FEET; THENCE WESTERLY IN A DIRECT LINE, A DISTANCE OF 275.4 FEET, MORE OR LESS, TO A POINT ON THE WEST LINE OF SAID LOT 8; THENCE NORTHERLY ON THE WEST LINE OF SAID LOT 8, A DISTANCE OF 14.8 FEET TO THE POINT OF BEGINNING AS CONVEYED TO THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA BY DEED RECORDED SEPTEMBER 29, 1933 IN BOOK 143, PAGE 29 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

ALSO EXCEPT THE SOUTH 160.00 FEET.

* Mail tax bill to the above

TRUSTEE'S DEED UPON SALE

Loan No.: W28118 / LOPEZ-BARRERA
A.P. No.: 426-140-006-1

RESS Order No.: 74963

This conveyance is made pursuant to the power and authority conferred upon the Trustee in that certain Deed of Trust executed by **CRUZ LOPEZ, a single woman, and GUADALUPE MARIBEL BRAVO LOPEZ, a single woman and ARACELI LOPEZ BARRERA, a single woman and GERMAIN LOPEZ BARRERA, a single man, all as joint tenants** as Trustor, recorded **05/29/2008**, in Book **n/a** of Official Records of said County, at page **n/a**, Recorder's Instrument No. **2008-0290778**, and after fulfillment of the conditions specified in said Deed of Trust authorizing this conveyance. Default occurred as set forth in that Notice of Default and Election to Sell Under Deed of Trust which was recorded **10/03/2012**, in Book **n/a** of Official Records of said County, at page **n/a**, Recorder's Instrument No. **2012-0471678**. All requirements of law regarding the mailing of copies of Notices for which Requests had been recorded, and otherwise, and regarding publication, recordation and posting of copies of a Notice of Trustee's Sale, have been complied with.

Said real property was sold by Trustee on **03/05/2013**, at public auction, at the place named in said Notice of Trustee's Sale, in the County of **RIVERSIDE**, State of California, in which said property is situated. Grantee being the highest bidder at said sale, became the purchaser of said real property and paid to Trustee the amount bid therefore, being the sum of **$30,000.00**, or by the satisfaction pro tanto, of the obligations then secured by said Deed of Trust.

In WITNESS WHEREOF, Trustee has executed these presents the day set forth in the acknowledgement certificate hereinbelow.

Westberg Investment Corporation,
a California corporation, as Trustee
By: RESS FINANCIAL CORPORATION,
a California corporation, its Agent

By: _____
Bruce R. Beasley, President

STATE OF CALIFORNIA }
COUNTY OF **RIVERSIDE** } ss:

On **03/05/2013** before me, **A. Christopher Loria**, a Notary Public in and for said State, personally appeared **Bruce R. Beasley**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
A. Christopher Loria

A. CHRISTOPHER LORIA
Commission # 1933925
Notary Public - California
Riverside County
My Comm. Expires Apr 25, 2015

(Seal)

LARRY W. WARD
COUNTY OF RIVERSIDE
ASSESSOR-COUNTY CLERK-RECORDER

Recorder
P.O. Box 751
Riverside, CA 92502-0751
(951) 486-7000

Website: www.riversideacr.com

AFFIDAVIT
CLAIM OF EXEMPTION FROM DOCUMENTARY TRANSFER TAX

NOTICE: ANY MATERIAL MISREPRESENTATION OF FACT IN THIS AFFIDAVIT IS A MISDEMEANOR UNDER SECTION 5 OF ORDINANCE 516 OF THE COUNTY OF RIVERSIDE. ANY PERSON WHO MAKES SUCH A MISREPRESENTATION IS SUBJECT TO PROSECUTION FOR SUCH OFFENSE.

ASSESSOR'S PARCEL NO. 426 – 140 – 006-1
Property Address: 19957 Hansen Avenue, Nuevo, CA 92567

I declare that the documentary transfer tax for this transaction is: $ 0.00 .

I CLAIM THAT THIS TRANSACTION IS EXEMPT FROM DOCUMENTARY TRANSFER TAX BECAUSE:
(The Sections listed below are taken from the Revenue and Taxation Code. Please check one or explain in "Other".)

1. ✓ Section 11911. The consideration is $100.00 or less (excluding the value of any assumed lien or encumbrance).
2. ___ Section 11911. The document is a lease for a term of less than thirty-five (35) years (including options).
3. ___ Section 11911. The easement is not perpetual, permanent, or for life.
4. ___ Section 11921. The instrument was given to secure a debt.
5. ___ Section 11922. The conveyance is to a governmental entity or political subdivision.
6. ___ Section 11925. The transfer is between individuals and a legal entity, or between legal entities, and does not change the proportional interests held.
7. ___ Section 11927. The conveyance relates to a dissolution of marriage or legal separation.
8. ___ Section 11930. The conveyance is an *inter vivos* gift* or a transfer by death.
   ***Please be aware that information stated on this document may be given to and used by governmental agencies, including the Internal Revenue Service. Also, certain gifts in excess of the annual Federal gift tax exemption may trigger a Federal Gift Tax. In such cases, the Transferor (donor/grantor) may be required to file Form 709 (Federal Gift Tax Return) with the Internal Revenue Service.**
9. ___ Section 11930. The conveyance is to the grantor's revocable living trust.
10. ✓ Other (Include explanation and authority) Subject property reverted to Beneficiaries at Trustee's Sale.

I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

Executed this 5 day of March, 20 13 at Norco (City) CA (State).

Signature of Affiant

Christopher Loria
Printed Name of Affiant

RESS Financial Corporation
Name of Firm (if applicable)

1780 Town & Country Dr., #105, Norco, CA 92860
Address of Affiant

(951) 270-0164
Telephone Number of Affiant (including area code)

WARNING

ANY PERSON WHO MAKES ANY MATERIAL MISREPRESENTATION OF FACT FOR THE PURPOSE OF AVOIDING ALL OR ANY PART OF THE DOCUMENTARY TRANSFER TAX IS GUILTY OF A MISDEMEANOR UNDER SECTION 5 OF ORDINANCE 516 OF THE COUNTY OF RIVERSIDE.

This form is subject to the California Public Records Act (Government Code 6250 et. seq.)

For Recorder's Use:

Affix PCOR Label Here

Attachment: A. EP 203-264 Claim_Bachmann (2047 : EP 203-264)

NOTE SECURED BY A DEED OF TRUST

Loan Number: **W28118** Date: **Wednesday, May 21, 2008** **Long Beach**, California

19957 Hansen Avenue
Nuevo CA 92567
Property Address

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. **$180,000.00** (this amount will be called "principal"), plus interest, to the order of **Erich D. Bachmann and Mona Z. Bachmann, husband and wife as joint tenants, as to an undivided 44.444% interest; AND, John D. Carter and Alice P. Carter, Co-Trustees of the John D. Carter and Alice P. Carter Trust, Under Declaration of Trust dated April 23, 2008 as to an undivided 55.556% interest,** (who will be called "Lender"). I understand that the Lender may transfer this Note. The Lender or anyone else who takes this Note by transfer and who is entitled to receive payments under this Note will be called the "Note Holder(s)."

2. INTEREST

I will pay interest at a yearly rate as described in paragraph 3 below.

Interest commences on **DATE OF FUNDING**, and, if paragraph 3 reflects more than one interest rate during the loan term, the rate will change on the date which is one (1) calendar month before each Payment Start Date.

Interest will be charged on unpaid principal until the full amount of principal has been paid.

I also agree to pay interest at the rate described in paragraph 3 below on the prepaid finance charges which are a part of the principal.

3. PAYMENTS

My payments are [ ] Interest Only [X] Fully Amortized [ ] Other

I will make my payments each month as follows:

Number of Payments	Payment Start Dates	Interest Rate	Payment Amounts
239	Starting July 1, 2008	11.500%	$1,919.57
1	Starting June 1, 2028	11.500%	$1,922.66

I will make these payments until I have paid all of the principal and interest and any other charges that I may owe under this Note. If on **Thursday, June 01, 2028** (the Due Date) I still owe amounts under this Note (balloon balance), I will pay all those amounts, in full, on that date.

I will make my payments payable to **Westberg Investment Corporation, 6700 E. Pacific Coast Hwy., #140, Long Beach, CA 90803**, or at a different place if I am notified by the Note Holder or the Agent for the Note Holder.

4. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge For Overdue Payments. If I do not pay the full amount of each monthly payment by the end of ten calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be **10.00%** of my overdue payment or U.S. $5.00, which ever is more. I will pay this late charge only once on any late payment.

In the event a balloon payment is delinquent more than 10 days after the date it is due, I agree to pay a late charge in an amount equal to the maximum late charge that could have been assessed with respect to the largest single monthly installment previously due, other than the balloon payment, multiplied by the sum of one plus the number of months occurring since the late payment charge began to accrue.

(B) Default. If I do not pay the full amount of each monthly payment due under this Note by the date stated in paragraph 3 above, I will be in default, and the Note Holder may demand that I pay immediately all amounts that I owe under this Note.

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(C) Payment of Note Holder's Costs and Expenses. If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back for all its costs and expenses to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorney's fees. A default upon any interest of any Note Holder shall be a default upon all interests.

5. BORROWER'S PAYMENTS BEFORE THEY ARE DUE - PREPAYMENT PENALTIES

Attachment: A. EP 203-264 Claim_Bachmann (2047 : EP 203-264)

I waive my rights to require the Note Holder to do certain things. Those things are: (a) to demand payment of amounts due (known as "presentment"); (b) to give notice that amounts due have not been paid (known as "notice of dishonor"); (c) to obtain an official certification of nonpayment (known as "protest"). Anyone else who agrees to keep the promises made in this Note, or who agrees to make payments to the Note Holder if I fail to keep my promises under this Note, or who signs this Note to transfer it to someone else, also waives these rights. These persons are known as "guarantors, sureties and endorsers."

7. RESPONSIBILITIES OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each of us is fully and personally obligated to keep all of the promises made in this Note , including the promise to pay the full amount owed. Any person who is a guarantor, surety, or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of the guarantor, surety, or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that anyone of us may be required to pay all of the amounts owed under this Note.

8. THIS NOTE IS SECURED BY A DEED OF TRUST

In addition to the protection given to the Note Holder under this Note, a Deed of Trust (the "Security Instrument") with a Due-on-Transfer Clause dated the same date of this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in the Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts that I owe under this Note.

Some of those conditions are described as follows:

"Lender's Right to Require The Loan to be Paid Off Immediately. If the borrower shall sell, enter into a contract of sale, lease for a term of more than 6-years (including options to renew), lease with an option to purchase for any term, or transfer all or any part of the Property or an interest therein, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) or a transfer by devise, descent, or by operation of law upon the death of a joint tenant, the Lender may, at its option declare the Note and any other obligations secured by this Deed of Trust, together with accrued interest thereon, immediately due and payable, in full. No waiver of the Lender's right to accelerate shall be effective unless it is in writing."

Borrower Cruz Lopez 5-21-08 Date

Borrower Guadalupe Maribel Bravo Lopez 5/21/08 Date

Borrower Aracell Lopez Barrera 5/21/08 Date

Borrower Germain Lopez Barrera 5/21/08 Date

ASSIGNMENT OF NOTE SECURED BY A DEED OF TRUST

Date: _____

FOR VALUE RECEIVED, the undersigned hereby grants, assigns and transfers to:

all beneficial interest under the within Note, without recourse, and Deed of Trust securing same

Attachment: A. EP 203-264 Claim_Bachmann (2047 : EP 203-264)

DO NOT DESTROY THIS NOTE: When paid it must be surrendered to the Trustee, together with the Deed of Trust securing same for cancellation, before reconveyance will be made.

Attachment: A. EP 203-264 Claim_Bachmann (2047 : EP 203-264)

Recording Requested By
UNITED GENERAL TITLE INSURANCE

When Recorded Mail To
WESTBERG INVESTMENT CORP.
P. O. BOX 901
SEAL BEACH, CA 90740

Title Order No. **6001-346679 (01)**

DOC # 2008-0290778
05/29/2008 08:00A Fee:29.00
Page 1 of 7
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder

S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
1			7		1				
M	A	L	465	426	PCOR	NCOR	SMF	NCHG	EXAM
					T:		CTY	UNI	033

DEED OF TRUST

RECORDER: ~~INDEX FOR SPECIAL NOTICE~~

29

T 033

Loan No. **W28118**

This Deed of Trust, made this **21st** day of **May, 2008**, among the Trustor, **Cruz Lopez, a single woman, and Guadalupe Maribel Bravo Lopez, a single woman and Araceli Lopez Barrera, a single woman and Germain Lopez Barrera, a single man, all as joint tenants** (herein "Borrower"), **Westberg Investment Corporation, a California Corporation** (herein "Trustee"), and the Beneficiary, **Erich D. Bachmann and Mona Z. Bachmann, husband and wife as joint tenants, as to an undivided 44.444% interest; AND, John D. Carter and Alice P. Carter, Co-Trustees of the John D. Carter and Alice P. Carter Trust, Under Declaration of Trust dated April 23, 2008 as to an undivided 55.556% interest,** (herein "Lender").

The beneficiaries (or assignees) of this deed of trust have agreed in writing to be governed by the desires of the holders of more than 50% of the record beneficial interest therein with respect to actions to be taken on behalf of all holders in the event of default or foreclosure or for matters that require direction or approval of the holders, including designation of the broker, servicing agent, or other person acting on their behalf, and the sale, encumbrance or lease of real property owned by the holders resulting from foreclosure or receipt of a deed in lieu of foreclosure.

GRANT IN TRUST

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants, transfers, conveys and assigns to Trustee, in trust, with power of sale, the following described property located in the county of **Riverside**, State of California: **AS PER ATTACHMENT MARKED EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF**

THIS IS A FIRST TRUST DEED

APN: 426-140-006-1, which has the address of **19957 Hansen Avenue Nuevo CA 92567** (herein "Property Address");

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, and water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are herein referred to as the "Property";

THIS DEED OF TRUST IS MADE TO SECURE TO LENDER:
(a) the repayment of the indebtedness evidenced by Borrower's note (herein "Note") dated **May 21, 2008**, in the principal sum of U.S. **$180,000.00**, with payment of interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; the performance of the covenants and agreements of Borrower herein contained; and (b) repayment of any future advances, with interest thereon, made to the Borrower by Lender pursuant to paragraph 19 hereof (herein "Future Advances"); and in addition (c) this Deed of Trust shall provide the same security on behalf of the Lender, to cover extensions, modifications or renewals, including without limitation, extensions, modifications or renewals of the Note at a different rate of interest; and the performance of the covenants and agreements of Borrower herein contained.

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the **Property, that the Property is unencumbered except for encumbrances of record, and that Borrower will warrant and defend** generally the title to the Property against all claims and demands, subject to encumbrances of record.

Attachment: A. EP 203-264 Claim_Bachmann (2047 : EP 203-264)

1. Payments of Principal and/or Interest. Borrower shall promptly pay, when due, the principal of and/or interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and/or interest on any Future Advances secured by the Deed of Trust.

2. Funds for Taxes and Insurance (Impounds). Subject to applicable law, and if required by the Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional Lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such an agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender. If under Paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, if applicable, then to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.

4. Prior Mortgages and Deeds of Trust; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid, at least 10 days before delinquency, all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and leasehold payments or ground rents, if any.

5. Hazard Insurance. Borrower agrees to provide, maintain and deliver to Lender fire insurance satisfactory and with loss payable to Lender. The amount collected under any fire or other insurance policy may be applied by Lender upon any indebtedness secured hereby and in such order as Lender may determine, or at option of Lender the entire amount so collected or any part thereof may be released to the Borrower. Such application or release shall not cure or waive any Default or Notice of Default hereunder or invalidate any act done pursuant to such notice.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust.

In the event of a loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply their insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

If Borrower obtains earthquake, flood or any other hazard insurance, or any other insurance on the Property, and such insurance is not specifically required by the Lender, then such insurance shall: (i) name the Lender as loss payee thereunder, and (ii) be subject to all of the provisions of this paragraph 5.

Attachment: A. EP 203-264 Claim_Bachmann (2047 : EP 203-264)

Protection and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a leasehold. If this Deed of Trust is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration of covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which affects Lender's interest in the Property, including but not limited to proceedings by the Lender to obtain relief from stay in any bankruptcy proceeding which would prohibit Lender enforcing its rights under the Deed of Trust, then Lender, at Lender's option, may make such appearances, disburse such sums, including reasonable attorney's fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Deed of Trust, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, including but not limited to payment of delinquent taxes and assessments, insurance premiums due, and delinquent amounts owed to prior lien holders, shall become additional indebtedness of Borrower secured by this Deed of Trust . Such amounts as are disbursed by Lender shall be payable, upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable on the Note. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspection of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefore related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in conjunction with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust.

10. Borrower Not Released. At any time or from time to time, without liability therefore and without notice upon written request of Lender and presentation of this Deed and said Note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge thereof. Trustee may, but shall be under no obligation or duty to, appear in or defend any action or proceeding purporting to affect said property or the title thereto, or purporting to affect the security hereof or the rights or powers of Lender or Trustee.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.

12. Remedies Cumulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 18 hereof. All covenants and agreements of Borrower shall be joint and several.

14. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Deed of Trust shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower or the Property at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender, in care of Lender's Servicing Agent ("Agent"), **Westberg Investment Corporation, 6700 E. Pacific Coast Hwy., #140, Long Beach, CA 90803** or to such other address as Lender or Agent may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

15. This Deed of Trust shall be governed by the Laws of the State of California. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflict shall not effect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust are declared to be severable.

16. Lender's Right to Require The Loan to be Paid Off Immediately. If the Borrower shall sell, enter into a contract of sale, lease for a term of more than 6-years (including options to renew), lease with an option to purchase for any term, or transfer all or any part of the Property or an interest therein, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) or a transfer by devise, descent, or by operation of law upon the death of a joint tenant, the Lender may, at its option declare the Note and any other obligations secured by this Deed of Trust, together with accrued interest thereon, immediately due and payable, in full. No waiver or the Lender's right to accelerate shall be effective unless it is in writing.

Attachment: A. EP 203-264 Claim_Bachmann (2047 : EP 203-264)

hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 17 hereof.

BORROWER AND LENDER FURTHER COVENANT AND AGREE AS FOLLOWS:

17. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, and without regard to the adequacy of any security for the indebtedness hereby secured, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, Lender, in person, by Agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

18. Upon default by Borrower in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Lender may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written Notice of Default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Trustee shall be entitled to rely upon the correctness of such notice. Lender also shall deposit with Trustee this Deed, said Note and all documents evidencing expenditures secured hereby.

After the lapse of such time as then may be required by law following the recordation of said Notice of Default and Notice of Sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said Notice of Sale, either as a whole or in separate parcels and in such order as it may determine (but subject to any statutory right of Trustor to direct the order in which said property, if consisting of several lots or parcels, shall be sold), at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property to sold, but without any covenant or warranty, expressed or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of; all sums expended under the terms hereof, not then repaid, with accrued interest at the rate prescribed in the Note; all other sums then secured thereby; and the remainder, if any, to the person or persons legally entitled thereto.

19. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to full reconveyance of the Property by Trustee to Borrower, may make Future Advances to Borrower. Such advances with interest thereon, shall be secured by this Deed of Trust when evidenced by promissory notes stating that said notes are secured hereby.

20. Reconveyance. Upon written request of Lender stating that all sums secured hereby have been paid, and upon surrender of this Deed and said Note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto." The Trustee may destroy said Note, this Deed or Trust (and any other documents related thereto) upon the first to occur of the following: 5 years after issuance of a full reconveyance; or, recordation of the Note and Deed of Trust in a form or medium which permits their reproduction for 5 years following issuance of a full reconveyance.

21. Substitution of Trustee. Lender, at Lender's option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

22. Request for Notices. Borrower requests that copies of the notice of sale and notice of default be sent to Borrower's address which is the Property Address.

23. Statement of Obligation. Lender may collect a fee, not to exceed the maximum amount permitted by law, for furnishing the statement of obligations as provided by Section 2943 of the Civil Code of California.

MISCELLANEOUS PROVISIONS

24. Construction or Home Improvement Loan. If the loan secured by this Deed of Trust is a construction or home improvement loan, Borrower is required to perform according to the terms and conditions of each agreement contained in any building, home improvement or similar agreement between the Borrower and Lender.

25. Acceptance by Lender of a Partial Payment After Notice of Default. By accepting partial payment (payments which do not satisfy a default or delinquency in full) of any sums secured by this Deed of Trust after a Notice of Default has been recorded, or by

9.11.a

Attachment: A. EP 203-264 Claim_Bachmann (2047 : EP 203-264)

Packet Pg. 2042

acc[illegible] of any obligation secured by this Deed of Trust, or by adding any payment so made to the loan secured by this Deed of Trust, whether or not such payments are made pursuant to a court order, the Lender does not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure to make any such prompt payment or to perform any such act. No exercise of any right or remedy of the Lender or Trustee under this Deed of Trust shall constitute a waiver of any other right or remedy contained in this Deed of Trust or provided by law.

REQUEST FOR SPECIAL NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

In accordance with Section 2924b of the Civil Code, Request is hereby made by the undersigned Trustor that a copy of any default and a copy of any notice of sale under deed of trust recorded in Book _____, Page(s) _____, Instrument No._____, Official Records of County Recorder of _____ County, California. The original Trustor _____ and the original Trustee _____ and the original Beneficiary _____
Mail to:

IN WITNESS WHEREOF, BORROWER HAS EXECUTED THIS DEED OF TRUST

Borrower Cruz Lopez 5-21-08 Date

Borrower Guadalupe Maribel Bravo Lopez 5/21/08 Date

Borrower Araceli Lopez Barrera 5/21/08 Date

Borrower Germain Lopez Barrera 5/21/08 Date

State of California
County of LOS ANGELES
On 5-21-08 before me, FRED T WESTBERG, personally appeared

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) subscribed to the within instrument and acknowledged to me that executed the same in authorized capacity(ies), and that by signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

SEE ATTACHED ACKNOWLEDGMENT

Signature _____ (Seal)

REQUEST FOR FULL RECONVEYANCE

The undersigned is the holder of the note or notes secured by this Deed of Trust. Said note or notes, together with all **other indebtedness secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel said note or notes and** this Deed of Trust, which are delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Deed of Trust to the person or persons legally entitled thereto.

Signature of Beneficiary (the "LENDER") Date

Signature of Beneficiary (the "LENDER") Date

When recorded, mail to

Att: _____

Attachment: A. EP 203-264 Claim_Bachmann (2047 : EP 203-264)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of LOS ANGELES

On 5-21-08 (Date) before me, FRED T. WESTBERG, NOTARY PUBLIC (Here Insert Name and Title of the Officer)

personally appeared CRUZ LOPEZ AND GUADALUPE MARIBEL BRAVO LOPEZ AND ARACELI LOPEZ BARRERA AND GERMAIN LOPEZ BARRERA (Name(s) of Signer(s))

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Signature of Notary Public)

FRED T. WESTBERG
Comm.# 1562807
NOTARY PUBLIC-CALIFORNIA
Los Angeles County
My Comm. Expires March 22, 2009

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____

☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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EXHIBIT A

LEGAL DESCRIPTION

Real property in the unincorporated area of the County of Riverside, State of California, described as follows:

LOT 8 IN BLOCK 13 OF MAP NO. 4 OF LAKEVIEW, AS SHOWN BY MAP ON FILE IN BOOK 2, PAGE(S) 16 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

EXCEPT THAT PORTION WITHIN THE FOLLOWING DESCRIBED BOUNDARY LINES:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 8;
THENCE EASTERLY ON THE NORTH LINE OF SAID LOT 8 EXTENDED A DISTANCE OF 275.4 FEET TO ITS INTERSECTION WITH THE WEST LINE OF HANSEN AVENUE;
THENCE SOUTHERLY ON THE WEST LINE OF HANSEN AVENUE, A DISTANCE OF 25.5 FEET;
THENCE WESTERLY IN A DIRECT LINE, A DISTANCE OF 275.4 FEET, MORE OR LESS, TO A POINT ON THE WEST LINE OF SAID LOT 8; THENCE NORTHERLY ON THE WEST LINE OF SAID LOT 8, A DISTANCE OF 14.8 FEET TO THE POINT OF BEGINNING AS CONVEYED TO THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA BY DEED RECORDED SEPTEMBER 29, 1933 IN BOOK 143, PAGE 29, OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

ALSO EXCEPT THE SOUTH 160.00 FEET.

APN: 426-140-006-1

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

Item **9.12**

SUBMITTAL DATE:
September 19, 2016

FROM : TREASURER-TAX COLLECTOR:

SUBJECT: Recommendation for Distribution of Excess Proceeds for Tax Sale No. 203, Item 342. Last assessed to: Timothy N. Tomson, an unmarried man. District 3 [$117,112]. Fund 65595 Excess Proceeds from Tax Sale.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the claim from the Internal Revenue Service for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 449300005-1;
2. Approve the claim from the State of California, Franchise Tax Board for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 449300005-1;
3. Deny the claim from Timothy N. Tomson, last assessee;
4. Authorize and direct the Auditor-Controller to issue warrants to the Internal Revenue Service in the amount of $86,306.68 and the State of California, Franchise Tax Board in the amount of $30,805.47, no sooner than ninety days from the date of this order, unless an appeal has been filed in Superior Court, pursuant to the California Revenue and Taxation Code Section 4675.

Policy

Don Kent
Don Kent, Treasurer-Tax Collector 10/14/2016

BACKGROUND:

Summary

In accordance with Section 3691 et seq. of the California Revenue and Taxation Code, and with prior approval of the Board of Supervisors, The Tax Collector conducted the May 5, 2015 public auction sale. The deed conveying title to the purchasers at the auction was recorded June 18, 2015. Further, as required by Section 4676 of the California Revenue and Taxation Code, notice of the right to claim excess proceeds was given on July 22, 2015, to parties of interest as defined in Section 4675 of said code. Parties of interest have been determined by an examination of lot book reports as well as Assessor's and Recorder's records, and various research methods were used to obtain current mailing addresses for these parties of interest.

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	$ 117,112	$ 0	$ 117,112	$ 0
NET COUNTY COST	$ 0	$ 0	$ 0	$ 0

SOURCE OF FUNDS: **Fund 65595 Excess Proceeds from Tax Sale**

Budget Adjustment: No

For Fiscal Year: 16/17

C.E.O. RECOMMENDATION: APPROVE

BACKGROUND:

Summary (continued)

The Treasurer-Tax Collector has received three claims for excess proceeds:

1. Claim from the Internal Revenue Service based on a Notice of Federal Tax Lien recorded January 28, 2010 as Instrument No. 2010-0038174.
2. Claim from the State of California, Franchise Tax Board based on a Notice of State Tax Lien recorded May 13, 2013 as Instrument No. 2013-0224919.
3. Claim from Timothy N. Tomson based on a Grant Deed recorded March 24, 2005 as Instrument No. 2005-0231485.

Pursuant to Section 4675 of the California Revenue and Taxation Code, it is the recommendation of this office that the Internal Revenue Service be awarded excess proceeds in the amount of $86,306.68 and the State of California, Franchise Tax Board be awarded excess proceeds in the amount of $30,805.47. Since the amount claimed by the Internal Revenue Service and the State of California, Franchise Tax Board exceeds the amount of excess proceeds available, there are no funds available for consideration for the claim from Timothy N. Tomson. Supporting documentation has been provided. The Tax Collector requests approval of the above recommended motion. Notice of this recommendation was sent to the claimants by certified mail.

Impact on Residents and Businesses

Excess proceeds are being released to the lien holders of the property.

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

ATTACHMENTS (if any, in this order):

ATTACHMENT A. **Claim_IRS**

ATTACHMENT B. **Claim_FTB**

ATTACHMENT C. **Claim_Tomson**

EP 203-342

9.12.a

Form **10492** (Rev. November 2013)

Department of the Treasury — Internal Revenue Service

Notice of Federal Taxes Due

Escrow or Docket number: 449300005-1 Item 342

To *(Name of Estate Administrator, Escrow Holder, Agent of Taxpayer, or Fiduciary)*: Don Kent, Treasurer-Tax Collector

Amount due: $ 86,306.67

Address *(Number, Street, P.O. Box, City, State, ZIP code)*: P.O. Box 12005, Riverside, CA 92502-2205

RECEIVED
2015 AUG -3 AM 8:47
RIVERSIDE COUNTY
TREAS-TAX COLLECTOR

You are hereby notified that there is now due, owing, and unpaid from —

Name of taxpayer: Tim Tomson

Address *(Number, Street, P.O. Box, City, State, ZIP code)*: 41035 Sunset Ln, Hemet, CA 92544

to the United States of America, the sum of Eighty Six Thousand Three Hundred Six Dollars and 67 Cents

for Internal Revenue taxes secured by a lien pursuant to Internal Revenue Code *(IRC)* Sections 6321 and 6322, or the Estate Tax Lien arising under IRC Section 6324, from the date of each assessment.

Kind of Tax and Period	Taxpayer EIN or SSN	Assessment Date	Unpaid Assessed Balance	Accrued Interest	Accrued Late Payment Penalty	TOTAL
1040 12/31/2005		08/10/2009	49,930.27	26,509.40	9,867.00	86,306.67

The total amount above reflects the amount owed as of 05/05/2015.

Additional penalty and interest charges will be due if you pay after this date.

If a Notice of Federal Tax Lien(s) has been recorded, a ***Certificate of Release of Federal Tax Lien*** will be filed immediately ***only if payment is made in cash or by either a certified, cashier's, or treasurers check. The check must be drawn on any bank or trust company incorporated under the laws of the United States, or of any state or possession of the United States. Payment also can be made by a United States postal, bank, express, or telegraph money order. If you pay by personal check, issuance of the certificate of release will be delayed until the bank honors the check.***

Caution to Fiduciaries: A representative of a person or an estate (except a trustee acting under Title 11) paying any part of a debt of the person or estate before paying a claim of the Government is liable to the extent of the payment for unpaid claims of the Government. (31 U.S.C. § 3713)

Caution to Persons in Possession of Estate Assets: You may receive this notice of tax due if estate assets or funds were distributed to you prior to the taxes being paid. Estate assets or funds you received before taxes were paid are subject to levy or seizure to pay the unpaid taxes. In such case, you are advised to contact the person whose name appears at the bottom of this form to discuss potential enforcement against assets or funds you received from the estate. (IRC §§ 6324(a)(1), 6324(b) and 6901)

Please make payment payable to the **United States Treasury** and send it to the Internal Revenue Service at the address below.

By *(Name)*	Title	ID number	Telephone number
T. Dinh	Group Manager	1000150831	(949) 389-4122

Address *(Number, Street, P.O. Box, City, State, ZIP code)*: Collection Advisory Group 5, 24000 Avila Rd., M/S 5905, Laguna Niguel, CA 92677

Signature: T. Dinh

07/29/15

Attachment: A. EP 203-342 Claim_IRS (2415 : EP 203-342)

FAX Transmission
Cover Sheet

Date: 07/29/15

To: Don Kent, Treasurer-Tax Collector Mail Stop: _____

Address/Organization: County of Riverside Treasurer-Tax Collector

FAX Number: 951-955-3990 Office Phone: _____

From: Advisory Group 5 Mail Stop: _____

Address/Organization: IRS

FAX Number: 949-389-5004 Office Phone: _____

Number of pages: 2 *Including cover sheet*

Please visit us on the intranet at http://publish.no.irs.gov to obtain information about every nationally numbered product published by the Internal Revenue Service. If you are not an IRS employee, visit the IRS homepage at www.irs.gov to obtain current information about the IRS and its service.

This communication is intended for the sole use of the individual to whom it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this communication is not the intended recipient or the employee or agent for delivering the communication to the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication may be strictly prohibited. If you have received this communication in error, please notify the sender immediately by telephone call, and return the communication at the address above via the United States Postal Service. Thank you.

Form **10321** (3-2007) Catalog Number 23436C Department of the Treasury-Internal Revenue Service
publish.no.irs.gov

Attachment: A. EP 203-342 Claim_IRS (2415 : EP 203-342)

County Administrative Center- 4th Floor
4080 Lemon Street, P.O. Box 12005
Riverside, CA 92502-2205
(951) 955-3900
(951) 955-3990 - Fax

E-mail: ttc@co.riverside.ca.us
www.countytreasurer.org

COUNTY OF RIVERSIDE
TREASURER-TAX COLLECTOR

Palm Desert Office
38-686 El Cerrito Road
Palm Desert, CA 92211

Temecula Office
40935 County Center Drive, Suite C
Temecula, CA 92591

July 22, 2015

TOMSON, TIMOTHY N
41035 SUNSET LN
HEMET, CA 92544

Re: EXCESS PROCEEDS FROM SALE OF TAX DEFAULTED PROPERTY

Assessment No.: 449300005-1 Item: 342
Situs Address: 41035 Sunset Ln Hemet 92544
Assessee: Tomson, Timothy N
Date Sold: May 5, 2015
Date Deed to Purchaser Recorded: June 18, 2015
Final Date to Submit Claim: June 20, 2016

Dear Sir or Madame:

The property referenced above was declared subject to the Tax Collector's power of sale for non-payment of taxes and later sold. Parties of Interest, as defined in Section 4675 of the California Revenue and Taxation Code (e.g., the last assessee and any lienholders of record), have a right to file a claim for any excess proceeds that remain after the tax liens and the costs of the sale have been satisfied. Our records show that you may be a party of interest, and we are enclosing for your convenience a claim form and a return envelope. Please note that your claim must be filed within one year of the date the deed to the purchaser was recorded (shown above). By law, we cannot accept claims after one year from this recording date. Claims submitted will be evaluated by our legal counsel and awarded in accordance with state law. The submission of a claim merely initiates that review.

The enclosed form is relatively simple and we must stress that most applicants will be able to fill it out without help. However, if you need help, please feel free to contact our office by mail, telephone or in person and we will help you without charge. You may telephone us at (951) 955-3336.

If you prefer to have an agent file your claim for you, or if you should decide to sell your claim (often referred to as "assignment") so that the purchaser of the claim may receive the funds, please advise us and we will send the proper form.

Please note also that the statutory procedures and the County's internal procedures dictate that most claims will not be processed until at least twenty (20) months following the date of recordation of the tax deed.

Sincerely,

DON KENT
TREASURER-TAX COLLECTOR

By *Jennifer Pazicni*
Deputy

117-170(Rev. 5-03)

Attachment: A. EP 203-342 Claim_IRS (2415 : EP 203-342)

Recording Requested By Internal Revenue Service. When recorded mail to:

INTERNAL REVENUE SERVICE
PO BOX 145585, STOP 8420G
CINCINNATI, OH 45250-5585

DOC # 2010-0038174
01/28/2010 08:00A Fee:15.00
Page 1 of 1
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder

For Optional Use by Recording Office

Form 668 (Y)(c) (Rev. February 2004)

1018 Department of the Treasury - Internal Revenue Service

Notice of Federal Tax Lien

Area: SMALL BUSINESS/SELF EMPLOYED AREA #7
Lien Unit Phone: (800) 829-3903

Serial Number 617917310

M 039

As provided by section 6321, 6322, and 6323 of the Internal Revenue Code, we are giving a notice that taxes (including interest and penalties) have been assessed against the following-named taxpayer. We have made a demand for payment of this liability, but it remains unpaid. Therefore, there is a lien in favor of the United States on all property and rights to property belonging to this taxpayer for the amount of these taxes, and additional penalties, interest, and costs that may accrue.

Name of Taxpayer TIM TOMSON

Residence 41035 SUNSET LN
HEMET, CA 92544-7438

IMPORTANT RELEASE INFORMATION: For each assessment listed below, unless notice of the lien is refiled by the date given in column (e), this notice shall, on the day following such date, operate as a certificate of release as defined in IRC 6325(a).

Kind of Tax (a)	Tax Period Ending (b)	Identifying Number (c)	Date of Assessment (d)	Last Day for Refiling (e)	Unpaid Balance of Assessment (f)
1040	12/31/2005		08/10/2009	09/09/2019	69377.23

Place of Filing

COUNTY RECORDER
RIVERSIDE COUNTY
RIVERSIDE, CA 92502-0751

Total $ 69377.23

This notice was prepared and signed at OAKLAND, CA, on this, the 19th day of January, 2010.

Signature R. A. Mitchell
for MICHAEL W. COX

Title ACS
(800) 829-3903

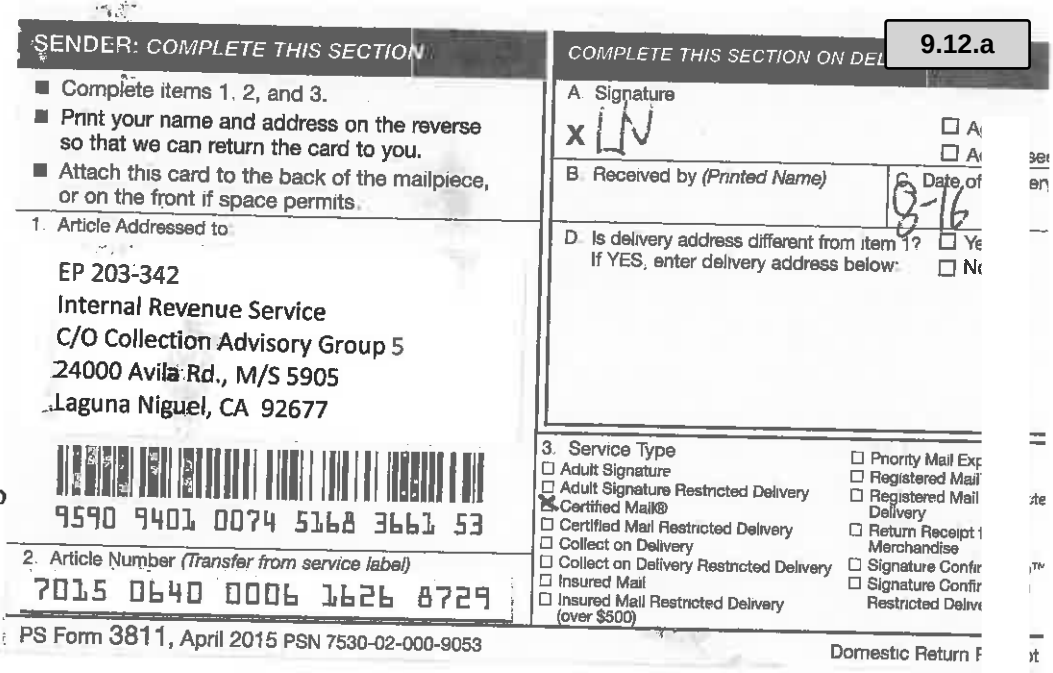
27-00-0008

(NOTE: Certificate of officer authorized by law to take acknowledgment is not essential to the validity of Notice of Federal Tax lien Rev. Rul. 71-466, 1971 - 2 C.B. 409)

Part 1 - Kept By Recording Office

Form 668(Y)(c) (Rev. 2-2004)
CAT. NO 60025X

Attachment: A. EP 203-342 Claim_IRS (2415 : EP 203-342)



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

EP 203-342
Internal Revenue Service
C/O Collection Advisory Group 5
24000 Avila Rd., M/S 5905
Laguna Niguel, CA 92677

9590 9401 0074 5168 3661 53

2. Article Number (Transfer from service label)
7015 0640 0006 1626 8729

PS Form 3811, April 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DEL

A. Signature
X LN

B. Received by (Printed Name)

C. Date of
8-16

D. Is delivery address different from item 1?
If YES, enter delivery address below:

3. Service Type
- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery
- Insured Mail
- Insured Mail Restricted Delivery (over $500)
- Priority Mail Exp
- Registered Mail
- Registered Mail Delivery
- Return Receipt Merchandise
- Signature Confir
- Signature Confir Restricted Delive

Domestic Return

August 10, 2016

Internal Revenue Service
C/O Collection Advisory Group
24000 Avila Rd., M/S 5905
Laguna Niguel, CA 92677

Re: APN: 449300005-1
TC 203 Item 342
Date of Sale: May 5, 2015

To Whom It May Concern:

This office is in receipt of your claim for excess proceeds from the above-mentioned tax sale. The documentation you have provided is insufficient to establish your claim.

Please submit the necessary proof to establish your right to claim the excess proceeds. The document(s) listed below may assist the Tax Collector in making the determination.

___ Notarized Affidavit for Collection of Personal Property under California Probate Code 13100
___ Notarized Statement of different/misspelled
___ Notarized Statement Giving Authorization to claim on behalf of
___ Certified Death Certificate for
___ Copy of Birth Certificates for
___ Copy of Marriage Certificate for
___ Original Note/Payment Book
_X_ Updated Statement of Monies Owed (as of date of tax sale)
___ Articles of Incorporation (if applicable Statement by Domestic Stock)
___ Court Order Appointing Administrator
___ Deed (Quitclaim/Grant etc...)
___ Other –

Please send in all documents within 30 days (**September 9, 2016**). If you should have any questions, please contact me at the number listed below.

Sincerely,

Jennifer Pazicni
Tax Sale Operations Unit
(951) 955-3336
(951) 955-3990 Fax
jpazicni@RivCoTTC.org

Attachment: A. EP 203-342 Claim_IRS (2415 : EP 203-342)

INTERNAL REVENUE SERVICE

IRS

To: Jennifer Pazicni

Address/Organization: County of Riverside, Treasurer-Tax Collector

Fax Number: (951) 955-3990 Office Number:

From: Salcedo Roy P

Address/Organization:

Fax Number: (866) 471-2317 Office Number:

Number of pages: 2 *Including cover page*

Subject: EXCESS PROCEEDS

Jennifer,

Please refer to DEMAND for surplus funds updated today

R. Salcedo

SB/SE Advisory
24000 Avila Rd
M/S 5905
Laguna Niguel, CA 92677
949-389-4584
866-471-2317 efax

This communication is intended for the sole use of the individual to whom it is addressed and may contain confidential information that is privileged, confidential and exempt from disclosure under applicable law. If you are not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited by the provisions of the Internal Revenue code. If you have received this communication in error, please contact the sender immediately by telephone. Thank you.

Attachment: A. EP 203-342 Claim_IRS (2415 : EP 203-342)

Form **10492** (Rev. November 2013)	Department of the Treasury-Internal Revenue Service **Notice of Federal Taxes Due**	Escrow or Docket Number APN 449300005-1

To *(Name of Estate Administrator, Escrow Holder, Agent of Taxpayer or Fiduciary)*
County of Riverside, Treasurer-Tax Collector

Amount due
$86,306.68

Address *(Number, Street, P.O. Box, City, State, Zip code)*
4080 Lemon St., PO BOX 12005
Riverside, CA 92502-2205

You are hereby notified that there is now due, owing, and unpaid from -- (Name and Address of Taxpayer)
TIM TOMSON
41035 SUNSET LANE, HEMET, CA 92544

to the United States of America, the sum of eighty six thousand, three hundred six dollars &68/100
for Internal Revenue taxes secured by a lien pursuant to Internal Revenue Code *(IRC)* Sections 6321 and 6322, or the Estate Tax Lien arising under IRC Section 6324, from the date of each assessment.

Kind of Tax and Period	Taxpayer EIN or SSN	Assessment Date	Unpaid Assessed Balance	Accrued Interest	Accrued Late Payment Penalty	TOTAL
1040 12/31/2005		08/10/2009	$71,380.63	$14,926.05	$0.00	$86,306.68

The total amount above reflects the amount owed as of May 5, 2015

Additional penalty and interest charges will be due if you pay after this date.

If a Notice of Federal Tax Lien*(s)* has been recorded, a ***Certificate of Release of Federal Tax Lien*** will be filed immediately ***only if payment is made in cash or by either a certified, cashier's, or treasurers check. The check must be drawn on any bank or trust company incorporated under the laws of the United States, or of any state or possession of the United States. Payment also can be made by a United States postal, bank, express, or telegraph money order. If you pay by personal check, issuance of the certificate of release will be delayed until the bank honors the check.***

Caution to Fiduciaries: A representative of a person or an estate (except a trustee acting under Title 11) paying any part of a debt of the person or estate before paying a claim of the Government is liable to the extent of the payment for unpaid claims of the Government. (31 U.S.C. § 3713)

Caution to Persons in Possession of Estate Assets: You may receive this notice of tax due if estate assets or funds were distributed to you prior to the taxes being paid. Estate assets or funds you received before taxes were paid are subject to levy or seizure to pay the unpaid taxes. In such case, you are advised to contact the person whose name appears at the bottom of this form to discuss potential enforcement against assets or funds you received from the estate. (IRC §§ 6324(a)(1), 6324(b) and 6901)

Please make payment payable to **United States Treasury** and send it to the Internal Revenue Service at the address below.

By *(Name)*	Title	ID Number	Telephone number
R. Salcedo	LIEN ADVISOR	1001023281	949-389-4584

Address *(Number, Street, P.O. Box, City, State, Zip code)*
Internal Revenue Service
24000 Avila Rd., M/S 5905
Laguna Niguel, CA 92677

Signature R.P. Salcedo

Digitally signed by F6TFB
DN: cn=F6TFB, email=Roy.P.Salcedo@irs.gov
Date: 2016.09.07 10:41:10 -07'00'

Catalog Number 65710D

Form-**10492** (Rev. 11-2013)

Attachment: A. EP 203-342 Claim_IRS (2415 : EP 203-342)

EP 203-342

STATE OF CALIFORNIA
FRANCHISE TAX BOARD
COLLECTION ADVISORY TEAM, MS A-240
PO BOX 2952
SACRAMENTO CA 95812-2952

RECEIVED
2015 AUG 18 PM 2:27
RIVERSIDE COUNTY
TREAS-TAX COLLECTOR

Notice Date: August 10, 2015

In Reply Refer To:
624:CAT: Tomson

CLAIM FOR EXCESS PROCEEDS

COUNTY OF RIVERSIDE
TREASURER-TAX COLLECTOR
PO BOX 12005
RIVERSIDE, CA 92502-2205

Reference Number : 449300005-1 Item: 342
Taxpayer (s) : Timothy M Tomson
FTB Account Number :
Property Address : 41035 Sunset Ln Hemet, CA 92544

I, Deborah Barrett, am the Supervisor of the Collection Advisory Team of the State of California, Franchise Tax Board and am authorized to execute this claim on behalf of said Board.

The Franchise Tax Board hereby claims any or all of the excess proceeds resulting from the trustee sale or tax defaulted sale on May 5, 2015.

The claim is based on the fact that the Franchise Tax Board was a party in interest in the property at the time of sale and the following proof is submitted to establish rights to the excess proceeds:

A Certificate of Tax Due and Delinquency reflecting the current tax indebtedness of Timothy M. Tomson, Account Number

A perfected and enforceable state tax lien arose upon all real property of Timothy Tomson pursuant to Revenue and Taxation Code Section 19221.

The amount of the claim for the Franchise Tax Board is $32,939.60, as of May 5, 2015.

I declare under penalty of perjury that the foregoing and attached supporting documents are true and correct.

If you have any questions regarding this claim, contact Carolyn Ditlevsen of this department at 916-845-5880.

Deborah Barrett, Supervisor
Collection Advisory Team

Attachment: B. EP 203-342 Claim_FTB (2415 : EP 203-342)

County Administrative Center- 4th Floor
4080 Lemon Street, P.O. Box 12005
Riverside, CA 92502-2205
(951) 955-3900
(951) 955-3990 - Fax

E-mail: ttc@co.riverside.ca.us
www.countytreasurer.org

COUNTY OF RIVERSIDE
TREASURER-TAX COLLECTOR

Palm Desert Office
38-686 El Cerrito Road
Palm Desert, CA 92211

Temecula Office
40935 County Center Drive, Suite C
Temecula, CA 92591

July 22, 2015

TOMSON, TIMOTHY N
41035 SUNSET LN
HEMET, CA 92544

Re: EXCESS PROCEEDS FROM SALE OF TAX DEFAULTED PROPERTY

Assessment No.: 449300005-1 Item: 342
Situs Address: 41035 Sunset Ln Hemet 92544
Assessee: Tomson, Timothy N
Date Sold: May 5, 2015
Date Deed to Purchaser Recorded: June 18, 2015
Final Date to Submit Claim: June 20, 2016

Dear Sir or Madame:

The property referenced above was declared subject to the Tax Collector's power of sale for non-payment of taxes and later sold. Parties of Interest, as defined in Section 4675 of the California Revenue and Taxation Code (e.g., the last assessee and any lienholders of record), have a right to file a claim for any excess proceeds that remain after the tax liens and the costs of the sale have been satisfied. Our records show that you may be a party of interest, and we are enclosing for your convenience a claim form and a return envelope. Please note that your claim must be filed within one year of the date the deed to the purchaser was recorded (shown above). By law, we cannot accept claims after one year from this recording date. Claims submitted will be evaluated by our legal counsel and awarded in accordance with state law. The submission of a claim merely initiates that review.

The enclosed form is relatively simple and we must stress that most applicants will be able to fill it out without help. However, if you need help, please feel free to contact our office by mail, telephone or in person and we will help you without charge. You may telephone us at (951) 955-3336.

If you prefer to have an agent file your claim for you, or if you should decide to sell your claim (often referred to as "assignment") so that the purchaser of the claim may receive the funds, please advise us and we will send the proper form.

Please note also that the statutory procedures and the County's internal procedures dictate that most claims will not be processed until at least twenty (20) months following the date of recordation of the tax deed.

Sincerely,

DON KENT
TREASURER-TAX COLLECTOR

By *Jennifer Pazicni*
Deputy

117-170(Rev. 5-03)

Attachment: B. EP 203-342 Claim_FTB (2415 : EP 203-342)

Recording Requested by

STATE OF CALIFORNIA
FRANCHISE TAX BOARD
Sacramento CA 95812-2952

And When Recorded Mail to

Special Procedures Section
PO BOX 2952
Sacramento CA 95812-2952

DOC # 2013-0224919
05/13/2013 09:04A Fee:NC
Page 1 of 1
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder

M
028

Notice of State Tax Lien

Filed With: RIVERSIDE

Certificate Number: 13113329884

The Franchise Tax Board of the State of California hereby certifies that the following named taxpayer(s) is liable under parts 10 or 11 of Division 2 of the Revenue and Taxation Code to the State of California for amount due and required to be paid by said taxpayer(s) as follows:

Name of Taxpayer(s) : TIM TOMSON

FTB Account Number :

Social Security Number(s) :

Last Known Address : 800 W FLORIDA AVE 111
: HEMET CA 92543-4010

For Taxable Years : 2010,2009,2008

Total Lien Amount * : $31,008.20

Further interest and fees will accrue at the rate prescribed by law until paid; that the Franchise Tax Board of the State of California complied with all of the provisions of parts 10 or 11 of Division 2 of the Revenue and Taxation Code of the State of California in computing, levying, determining and assessing the tax; the said amounts are due and payable and have not been paid. Said lien attaches to all property and rights to such property now owned or later acquired by the taxpayer.

IN WITNESS WHEREOF, the Franchise Tax Board of the State of California has duly authorized the undersigned to execute this Notice in its name.

Dated: 04/26/13

FRANCHISE TAX BOARD
of the State of California

Collection Bureau
Telephone Number: (916) 845-4350

By:

Authorized facsimile signature.

*Additional interest is accruing at the rate prescribed by law.

FTB 2930 V1 ARCS (REV 03-2011)

Attachment: B. EP 203-342 Claim_FTB (2415 : EP 203-342)

State of California
Franchise Tax Board

Certificate of Tax Due and Delinquency

Filed Pursuant to Part 10.2, Division 2, Revenue and Taxation Code

State of California)
)
County of Sacramento)

The Franchise Tax Board certifies that:

The taxpayer is delinquent in payment of tax, penalties, and interest imposed upon the taxpayer under the provisions of the California Revenue and Taxation Code.

The name of the taxpayer, the last known address, and the amount of tax, penalties, and interest with reference to which the taxpayer is delinquent are as follows:

TIMOTHY M. TOMSON
800 W FLORIDA AVE. #111
HEMET, CA 92543- 4010

Tax Year	Tax	Penalties	Interest	Fees	Payments	Total
2008	$20,261.00	$5,065.25	$6,101.25	$ 0.00	$ 0.00	$31,427.50*
2009	$ 423.00	$ 100.00	$ 84.68	$ 0.00	$ 60.00	$ 547.68*
2010	$ 550.00	$ 137.50	$ 94.92	$182.00	$ 0.00	$ 964.42*
2011	$ 526.00	$ 266.50	$ 79.30	$ 82.00	$ 36.37	$ 917.36**
2012	$ 722.00	$ 361.00	$ 70.31	$ 76.00	$ 0.00	$ 1,229.31**
TOTAL	$22,482.00	$5,930.25	$6,430.36	$340.00	$ 96.37	$35,086.34
					Total Liened	$32,939.60*
					Total Unliened	$ 2,146.37**

* Balances reflect the liabilities secured by a recorded or filed Notice of State Tax Lien as of the date of the trustee's sale May 5, 2015.
** Balances reflect the liabilities not secured by a recorded or filed Notice of State Tax Lien as of the date of this certificate. The current per diem on these liabilities is $0.17.

The following Notice(s) of State Tax Lien have/has been recorded or filed:

Cert No. 13113-32984 recorded in Riverside County on May 13, 2013, for the tax years 2008, 2009 and 2010 under Instrument No. 2013-0224919.

Attachment: B. EP 203-342 Claim_FTB (2415 : EP 203-342)

The taxpayer is indebted to the State of California in the above amount; no part of the indebtedness has been paid and the whole thereof is now due, owing and unpaid from the taxpayer to the State of California; the Franchise Tax Board has fully complied with all provisions of the Revenue and Taxation Code relating to the computation and levy of tax, penalties, and interest.

IN WITNESS WHEREOF the Franchise Tax Board has caused this Certificate to be executed in its name and on its behalf and its seal to be affixed by the undersigned, thereunto duly authorized.

Dated: August 10, 2015

(Seal)

FRANCHISE TAX BOARD
of the State of California

By: Carolyn A. Ditlevsen
Carolyn A. Ditlevsen, Specialist

Attachment: B. EP 203-342 Claim_FTB (2415 : EP 203-342)

STATE OF CALIFORNIA
FRANCHISE TAX BOARD
COLLECTION ADVISORY TEAM, M/S A-340
P. O. BOX 2952
SACRAMENTO CA 95812-2952

August 10, 2015

In reply refer to:
624:CAT: Tomson

COUNTY OF RIVERSIDE
TREASURER-TAX COLLECTOR
PO BOX 12005
RIVERSIDE, CA 92502-2205

Subject : ORDER TO WITHHOLD PERSONAL INCOME TAX
Sale No. : 449300005-1 ITEM: 342

When the Franchise Tax Board receives a request for a claim to excess proceeds and there is an unpaid balance for California Personal Income Tax that is not secured by a recorded lien, this department may issue to the trustee an ORDER TO WITHHOLD PERSONAL INCOME TAX. Pursuant to Revenue and Taxation Code 18670(a), this order attaches to all credits, personal property or other things of value in your control belonging to TIMOTHY TOMSON. **This OTW is in addition and supplement to the Franchise Tax Board Claim For Surplus Funds.** When paying the Franchise Tax Board by check, it is essential that the FTB account number appear on the check. Referencing any other number will delay the processing of the check.

If you have any questions regarding this claim, please contact the undersigned.

Carolyn Ditlevsen
Collection Advisory Team
(916) 845-5880

Attachment: B. EP 203-342 Claim_FTB (2415 : EP 203-342)

STATE OF CALIFORNIA
Franchise Tax Board, M/S A-240
PO BOX 2952
SACRAMENTO CA 95812-2952
(916)845-5880

ORDER TO WITHHOLD PERSONAL INCOME TAX

PART 1 — RETAIN FOR YOUR RECORDS

Date: August 10, 2015

COUNTY OF RIVERSIDE
TREASURER TAX COLLECTOR
PO BOX 12005
RIVERSIDE, CA 92502-2205

Case No.: 449300005-1
Acct. No.:
SSN:
Tax Year(s): 2011 & 2012

Taxpayer's Name and Address:

TIMOTHY TOMSON
800 W. FLORIDA AVE #111
HEMET, CA 92543-4010

AMOUNT DUE
$ 2,146.67

We are issuing THIS ORDER TO WITHHOLD to enforce payment of an amount due for California Personal Income Tax. The taxpayer has not paid the amount due, shown above. (See reverse side for applicable sections of the California Revenue and Taxation Code.)

THIS ORDER ATTACHES TO ALL CREDITS, PERSONAL PROPERTY, OR OTHER THINGS OF VALUE IN YOUR POSSESSION OR UNDER YOUR CONTROL BELONGING TO THE TAXPAYER. THIS INCLUDES, BUT IS NOT LIMITED TO, PAYMENTS DUE THE TAXPAYER AS A RESULT OF THE TRUSTEE SALE, FILE , ON MAY 5, 2015. THIS ORDER PERTAINS TO A LIABILITY NOT CLAIMED HEREIN.

YOU ARE REQUIRED TO WITHHOLD the lesser of (1) the amount due shown above, or (2) the amount in your possession or under your control belonging to the taxpayer at the time you received this Order.

IN COMPLYING WITH THIS ORDER, WE REQUEST THAT YOU:

1. NOTIFY the taxpayer that you are withholding funds pursuant to the order by delivering PART 3 to the taxpayer as soon as possible.
2. RETAIN ANY FUNDS WITHHELD FOR 10 BUSINESS DAYS FROM THE DATE YOU RECEIVED THIS ORDER OR UNTIL THE DISTRIBUTION OF FUNDS HAVE BECOME FINAL, WHICHEVER IS LATER. AT THE END OF THE HOLDING PERIOD, REMIT ANY FUNDS WITHHELD UNLESS YOU HAVE RECEIVED A RELEASE FROM THIS DEPARTMENT. PLEASE INCLUDE A COPY OF THIS ORDER WITH YOUR REMITTANCE.
3. COMPLETE the questionnaire on PART 2. Please attach your remittance, if any, to that page and mail it to the Franchise Tax Board office shown at the top of this page (envelope enclosed).
4. ADVISE any interested parties to present claims to the Franchise Tax Board.
5. REFER to PART 2 if you possess or control any property other than cash, payments or credits belonging to the taxpayer.

Attachment: B. EP 203-342 Claim_FTB (2415 : EP 203-342)

EXCERPTS FROM CALIFORNIA REVENUE AND TAXATION CODE

18670. NOTICE TO WITHHOLD, HOW SERVED

(a) The Franchise Tax Board may by notice, served personally or by first-class mail, require any employer, person, officer or department of the state, political subdivision or agency of the state, including the Regents of the University of California, a city organized under a freeholders' charter, or a political body not a subdivision or agency of the state, having in their possession, or under their control, any credits or other personal property or other things of value, belonging to a taxpayer or to an employer or person who has failed to withhold and transmit amounts due pursuant to this article, to withhold, from the credits or other personal property or other things of value, the amount of any tax, interest, or penalties due from the taxpayer or the amount of any liability incurred by that employer or person for failure to withhold and transmit amounts due from a taxpayer under this part and to transmit the amount withheld to the Franchise Tax Board at the times that it may designate. However, in the case of a depository institution, as defined in Section 19(b) of the Federal Reserve Act 12 U.S.C. Sec. 461(b)(1)(A), amounts due from a taxpayer under this part shall be transmitted to the Franchise Tax Board not less than 10 business days from receipt of the notice. To be effective, the notice shall state the amount due from the taxpayer and shall be delivered or mailed to the branch or office reported in information returns filed with the Franchise Tax Board, or the branch or office where the credits or other property is held, unless another branch or office is designated by the employer, person, officer or department of the state, political subdivision or agency of the state, including the Regents of the University of California, a city organized under a freeholders' charter, or a political body not a subdivision or agency of the state.

(b) (1) At least 45 days before sending a notice to withhold to the address indicated on the information return, the Franchise Tax Board shall request a depository institution to do either of the following:

(A) Verify that the address on its information return is its designated address for receiving notices to withhold.

(B) Provide the Franchise Tax Board with a designated address for receiving notices to withhold.

(2) Once the depository institution has specified a designated address pursuant to paragraph (1), the Franchise Tax Board shall send all notices to that address unless the depository institution provides notification of another address. The Franchise Tax Board shall send all notices to withhold to a new designated address 30 days after notification.

(3) Failure to verify or provide a designated address within 30 days of receiving the request shall be deemed verification of the address on the information return as the depository institution's designated address.

(c) Any corporation or person failing to withhold the amounts due from any taxpayer and transmit them to the Franchise Tax Board after service of the notice shall be liable for those amounts. However, in the case of a depository institution, if a notice to withhold is mailed to the branch where the account is located or principal banking office, the depository institution shall be liable for a failure to withhold only to the extent that the accounts can be identified in information normally maintained at that location in the ordinary course of business.

18672. FAILURE TO WITHHOLD, LIABILITY

Any employer or person failing to withhold the amount due from any taxpayer and transmit the same to the Franchise Tax Board after service of a notice pursuant to Section 18670 or 18671 is liable for those amounts.

18674. WITHHOLD AGENT, MUST PAY WITHOUT RESORTING TO ACTION

(a) Any employer or person required to withhold and transmit any amount pursuant to this article shall comply with the requirement without resort to any legal or equitable action in a court of law or equity. Any employer or person paying to the Franchise Tax Board any amount required by it to be withheld is not liable therefor to the person from whom withheld unless the amount withheld is refunded to the withholding agent. However, if a depository institution, as defined in 12 U.S.C. Section 461 (b)(1)(A) withholds and pays to the Franchise Tax Board pursuant to this article any monies held in a deposit account in which the delinquent taxpayer and another person or persons have an interest, or in an account held in the name of a third party or parties in which the delinquent taxpayer is ultimately determined to have no interest, the depository institution paying those monies to the Franchise Tax Board is not liable therefor to any of the persons who have an interest in the account, unless the amount withheld is refunded to the withholding agent.

(b) In the case of a deposit account or accounts for which this notice to withhold applies, the depository institution shall send a notice by first-class mail to each person named on the account or accounts included in the notice from the Franchise Tax Board, provided a current address for each person is available to the institution. This notice shall inform each person as to the reason for the hold placed on the account or accounts, the amount subject to being withheld and the date by which this amount is to be remitted to the Franchise Tax Board. An institution may assess the account or accounts of each person receiving this notice a reasonable service charge not to exceed three dollars ($3).

Attachment: B. EP 203-342 Claim_FTB (2415 : EP 203-342)

STATE OF CALIFORNIA
Franchise Tax Board, M/S A-240
PO BOX 2952
SACRAMENTO CA 95812-2952
(916)845-5880

ORDER TO WITHHOLD PERSONAL INCOME TAX

PART 2 — RETURN WITH PAYMENT

Date: August 10, 2015

COUNTY OF RIVERSIDE
TREASURER TAX COLLECTOR
PO BOX 12005
RIVERSIDE, CA 92502-2205

Case No.: 449300005-1
Acct. No.:
SSN:
Tax Year(s): 2011 & 2012

Taxpayer's Name and Address:

TIMOTHY TOMSON
800 W. FLORIDA AVE #111
HEMET, CA 92543-4010

AMOUNT DUE
$ 2,146.67

PLEASE COMPLETE THE QUESTIONNAIRE BELOW.

A. ☐ Payment of $_____ is attached.

Payment is not attached because (check one):

B. ☐ Account closed

C. ☐ Unable to locate account

D. ☐ No funds/nothing to report

E. ☐ Other (Please attach explanation.)

NOTICE:

If you possess or control any property other than cash or credits belonging to the taxpayer, (1) do NOT convert such property to cash as a result of this order, but provide us with a description of the property under your control and hold the property until you receive a release from this department. (2) If such property is sold for other reasons, remit the cash proceeds to this department.

Property other than cash may include, but is not limited to, stocks, bonds, stock options, stock rights, contents of safe deposit boxes, etc.

Contact this office at the address shown above if you are not sure how to proceed in special or unusual circumstances.

Attachment: B. EP 203-342 Claim_FTB (2415 : EP 203-342)

STATE OF CALIFORNIA
Franchise Tax Board, M/S A-240
PO BOX 2952
SACRAMENTO CA 95812-2952
(916)845-5880

ORDER TO WITHHOLD PERSONAL INCOME TAX

PART 3 — FURNISH TO TAXPAYER

Date: August 10, 2015

COUNTY OF RIVERSIDE
TREASURER TAX COLLECTOR
PO BOX 12005
RIVERSIDE, CA 92502-2205

Case No.: 449300005-1
Acct. No.:
SSN:
Tax Year(s): 2011 & 2012

AMOUNT DUE
$ 2,146.67

Taxpayer's Name and Address:

TIMOTHY TOMSON
800 W. FLORIDA AVE #111
HEMET, CA 92543-4010

The Franchise Tax Board has issued an ORDER TO WITHHOLD to the addressee shown above under authorization of Section 18670 of the California Revenue and Taxation Code to enforce payment of an amount due for California Personal Income Tax.

The addressee has been instructed to deduct and withhold the amount due, shown above, from any credits or payments of any nature due, owing, and unpaid to you. Such credits and payments include, but are not limited to, deposits in financial institutions, declared dividends, rents, royalties, deposits in vacation or holiday trust funds, Individual Retirement Accounts, Keogh Accounts and other personal property in the possession of or controlled by the addressee.

The amount withheld by the addressee will be paid to the Franchise Tax Board and applied to your account for the tax years noted above. You should determine the amount withheld by the addressee and, if it is less than the amount due, you should forward payment of the remaining unpaid balance immediately to avoid further collection action. Please make your check or money order payable to the FRANCHISE TAX BOARD, attach it to this notice, and mail it to the Franchise Tax Board office shown at the top of this page.

SPECIAL INFORMATION CONCERNING TAXPAYER RIGHTS

If we levy upon your bank account in error, we can reimburse you for bank charges incurred as a result of our error. To receive reimbursement, you must write to us at the above address within 90 days from the date of the levy.

If immediate, full payment of the amount due will create an undue hardship, or if you have already paid the amount due, or if the amount is not due, contact us immediately. Please telephone the number shown at the top of this form for account information. You should have this notice with you when you call.

The Franchise Tax Board has a Taxpayer Advocate who reviews those cases where taxpayers have been unable to resolve their problems with the Franchise Tax Board through normal channels. To contact the Taxpayer Advocate, write to: Taxpayer Advocate Bureau, PO Box 157, Rancho Cordova CA 95741-0157. FAX (916) 845-6614. You may also email the Advocate at **http://www.ftb.ca.gov.**

FTB 2900 (REV 12-1998)

Attachment: B. EP 203-342 Claim_FTB (2415 : EP 203-342)

EXCERPTS FROM CALIFORNIA REVENUE AND TAXATION CODE

18670. NOTICE TO WITHHOLD, HOW SERVED

(a) The Franchise Tax Board may by notice, served personally or by first-class mail, require any employer, person, officer or department of the state, political subdivision or agency of the state, including the Regents of the University of California, a city organized under a freeholders' charter, or a political body not a subdivision or agency of the state, having in their possession, or under their control, any credits or other personal property or other things of value, belonging to a taxpayer or to an employer or person who has failed to withhold and transmit amounts due pursuant to this article, to withhold, from the credits or other personal property or other things of value, the amount of any tax, interest, or penalties due from the taxpayer or the amount of any liability incurred by that employer or person for failure to withhold and transmit amounts due from a taxpayer under this part and to transmit the amount withheld to the Franchise Tax Board at the times that it may designate. However, in the case of a depository institution, as defined in Section 19(b) of the Federal Reserve Act (12 U.S.C.A. Sec. 461(b)(1) (A)), amounts due from a taxpayer under this part shall be transmitted to the Franchise Tax Board not less than 10 business days from receipt of the notice. To be effective, the notice shall state the amount due from the taxpayer and shall be delivered or mailed to the branch or office reported in information returns filed with the Franchise Tax Board, or the branch or office where the credits or other property is held, unless another branch or office is designated by the employer, person, officer or department of the state, political subdivision or agency of the state, including the Regents of the University of California, a city organized under a freeholders' charter or a political body not a subdivision or agency of the state.

(b) (1) At least 45 days before sending a notice to withhold to the address indicated on the information return, the Franchise Tax Board shall request a depository institution to do either of the following:

(A) Verify that the address on its information return is its designated address for receiving notices to withhold.

(B) Provide the Franchise Tax Board with a designated address for receiving notices to withhold.

(2) Once the depository institution has specified a designated address pursuant to paragraph (1), the Franchise Tax Board shall send all notices to that address unless the depository institution provides notification of another address. The Franchise Tax Board shall send all notices to withhold to a new designated address 30 days after notification.

(3) Failure to verify or provide a designated address within 30 days of receiving the request shall be deemed verification of the address on the information return as the depository institution's designated address.

(c) Any corporation or person failing to withhold the amounts due from any taxpayer and transmit them to the Franchise Tax Board after service of the notice shall be liable for those amounts. However, in the case of a depository institution, if a notice to withhold is mailed to the branch where the account is located or principal banking office, the depository institution shall be liable for a failure to withhold only to the extent that the accounts can be identified in information normally maintained at that location in the ordinary course of business.

18672. FAILURE TO WITHHOLD, LIABILITY

Any employer or person failing to withhold the amount due from any taxpayer and to transmit the same to the Franchise Tax Board after service of a notice pursuant to Section 18670 is liable for such amounts.

18674. WITHHOLD AGENT, MUST PAY WITHOUT RESORTING TO ACTION

(a) Any employer or person required to withhold and transmit any amount pursuant to this article shall comply with the requirement without resort to any legal or equitable action in a court of law or equity. Any employer or person paying to the Franchise Tax Board any amount required by it to be withheld is not liable therefor to the person from whom withheld unless the amount withheld is refunded to the withholding agent. However, if a depository institution, as defined in 12 U.S.C. Sec. 461(b)(1)(A) withholds and pays to the Franchise Tax Board pursuant to this article any moneys held in a deposit account in which the delinquent taxpayer and another person or persons have an interest, or in an account held in the name of a third party or parties in which the delinquent taxpayer is ultimately determined to have no interest, the depository institution paying those moneys to the Franchise Tax Board is not liable therefor to any of the persons who have an interest in the account, unless the amount withheld is refunded to the withholding agent.

(b) In the case of a deposit account or accounts for which this notice to withhold applies, the depository institution shall send a notice by first-class mail to each person named on the account or accounts included in the notice from the Franchise Tax Board, provided that a current address for each person is available to the institution. This notice shall inform each person as to the reason for the hold placed on the account or accounts, the amount subject to being withheld, and the date by which this amount is to be remitted to the Franchise Tax Board. An institution may assess the account or accounts of each person receiving this notice a reasonable service charge not to exceed three dollars ($3).

Attachment: B. EP 203-342 Claim_FTB (2415 : EP 203-342)

Riverside County Treasurer-Tax Collector
4080 Lemon St. • Riverside, CA 92501
(951) 955-3900 Telephone, (951) 955-3990 FAX

Fax

Date:	August 10, 2016		
To:	State of CA, FTB, Attn: Carolyn Ditlevsen	**From:**	Jennifer Pazicni
Fax:	916-845-3277	**Phone:**	951 955-3336
Pages:	12	**Fax:**	951-955-3990
Re:	Excess/Surplus Proceeds Claim (EP203-342)	**CC:**	

☐ **Urgent** ☐ **For Review** ☐ **Please Comment** ☐ **Please Reply** ☐ **Please Recycle**

Carolyn Ditlevsen,

I am currently working on the following excess proceeds claim from FTB regarding Timothy M. Tomson. I would like to request an **updated statement of money owed** to the State of California, Franchise Tax Board by Timothy M. Tomson, **Acct # Tomson.**

Thank you,

Jennifer Pazicni
Tax Sale Operations
jpazicni@RivCoTTC.org

Attachment: B. EP 203-342 Claim_FTB (2415 : EP 203-342)

JON CHRISTENSEN
ASSISTANT TREASURER-TAX COLLECTOR

DEBBIE BASHE
INFORMATION TECHNOLOGY OFFICER

GIOVANE PIZANO
INVESTMENT MANAGER

KIEU NGO
FISCAL MANAGER

DON KENT
TREASURER

MATT JENNINGS
CHIEF DEPUTY TREASURER-TAX COLLECTOR

MELISSA JOHNSON
CHIEF DEPUTY TREASURER-TAX COLLECTOR

ADRIANNA GOMEZ
ADMINISTRATIVE SERVICES MANAGER I

August 10, 2016

State of California, Franchise Tax Board
C/O Collection Advisory Team, MS A-240
PO Box 2952
Sacramento, CA 95812-2952

Re: APN: 449300005-1
TC 203 Item 342
Date of Sale: May 5, 2015

To Whom It May Concern:

This office is in receipt of your claim for excess proceeds from the above-mentioned tax sale. The documentation you have provided is insufficient to establish your claim.

Please submit the necessary proof to establish your right to claim the excess proceeds. The document(s) listed below may assist the Tax Collector in making the determination.

___ Notarized Affidavit for Collection of Personal Property under California Probate Code 13100
___ Notarized Statement of different/misspelled
___ Notarized Statement Giving Authorization to claim on behalf of
___ Certified Death Certificate for
___ Copy of Birth Certificates for
___ Copy of Marriage Certificate for
___ Original Note/Payment Book
_X_ Updated Statement of Monies Owed (as of date of tax sale)
___ Articles of Incorporation (if applicable Statement by Domestic Stock)
___ Court Order Appointing Administrator
___ Deed (Quitclaim/Grant etc...)
___ Other –

Please send in all documents within 30 days (**September 9, 2016**). If you should have any questions, please contact me at the number listed below.

Sincerely,

Jennifer Pazicni
Tax Sale Operations Unit
(951) 955-3336
(951) 955-3990 Fax
jpazicni@RivCoTTC.org

Attachment: B. EP 203-342 Claim_FTB (2415 : EP 203-342)

Pazicni, Jennifer

From: Ditlevsen, Carolyn@FTB <Carolyn.Ditlevsen@ftb.ca.gov>
Sent: Thursday, August 11, 2016 11:42 AM
To: Pazicni, Jennifer
Subject: RE: balance doc riverside cty Tim Tomson.doc

The total amount due is $37,339.21.

Thanks for checking.

Carolyn

From: Pazicni, Jennifer [mailto:JPazicni@RivcoTTC.org]
Sent: Thursday, August 11, 2016 10:01 AM
To: Ditlevsen, Carolyn@FTB
Subject: RE: balance doc riverside cty Tim Tomson.doc

Good Morning-

I was reviewing the attachment that you sent and it states that only $4,399.61 is due, but is that in addition to the original balance owed of $32,939.60? Our request for an updated statement is just to confirm that no payments have been made and if there have been, what is the current total amount due? Would you please send me an email verifying the total amount due to the Franchise Tax Board?

Thank you,

Jennifer Pazicni
Riverside County Treasurer-Tax Collector's Office
Tax Sale Operations/Excess Proceeds
951 955-3336
jpazicni@RivCoTTC.org

From: Ditlevsen, Carolyn@FTB [mailto:Carolyn.Ditlevsen@ftb.ca.gov]
Sent: Thursday, August 11, 2016 9:47 AM
To: Pazicni, Jennifer
Subject: balance doc riverside cty Tim Tomson.doc

Jennifer,

Attached is the updated balance for Timothy Tomson's Order to Withhold. We do not update our claim balance as we are only entitled to the balance due as of the date of the sale on balances secured by a recorded state tax lien.

Let me know if you need anything further.

Thanks!

Attachment: B. EP 203-342 Claim_FTB (2415 : EP 203-342)

Carolyn Ditlevsen
Principal Compliance Representative
Collection Advisory Team
Franchise Tax Board
916-845-5880 (phone)
916-364-2625 (fax)

CONFIDENTIALITY NOTICE: This email from the State of California is for the sole use of the intended recipient and may contain confidential and privileged information. Any unauthorized review or use, including disclosure or distribution, is prohibited. If you are not the intended recipient, please contact the sender and destroy all copies of this email.

Attachment: B. EP 203-342 Claim_FTB (2415 : EP 203-342)

STATE OF CALIFORNIA
FRANCHISE TAX BOARD
COLLECTION ADVISORY TEAM, M/S A-240
P. O. BOX 2952
SACRAMENTO CA 95812-2952

August 11, 2016

In reply refer to:
624:CAT:Tomson

COUNTY OF RIVERSIDE TAX COLLECTOR
ATTN: JENNIFER PAZICNI
4080 LEMON STREET
RIVERSIDE CA 92501

Subject : CLAIM FOR EXCESS PROCEEDS
Parcel No. :
FTB Account No. :
Taxpayer : Timothy Tomson

Pursuant to your request, please be advised that the balance as shown on the Franchise Tax Board's Order to Withhold Personal Income Tax dated August 10, 2015 has changed. The balance now due (as of the date of the sale) is $4,399.61. When paying the Franchise Tax Board by check, it is essential that the FTB account number appear on the check. Referencing any other number will delay the processing of the check.

Should you have further questions regarding this matter, please contact the undersigned.

Carolyn A. Ditlevsen, Specialist
Collection Advisory Team
(916) 845-5880

Attachment: B. EP 203-342 Claim_FTB (2415 : EP 203-342)

CLAIM FOR EXCESS PROCEEDS FROM THE SALE OF TAX-DEFAULTED PROPERTY
(SEE REVERSE SIDE FOR FURTHER INSTRUCTIONS)

RECEIVED
2015 OCT 19 PM 1:34
RIVERSIDE COUNTY
TREAS-TAX COLLECTOR

To: **Don Kent, Treasurer-Tax Collector**

Re: **Claim for Excess Proceeds**

TC 203 Item 342 Assessment No.: 449300005-1

Assessee: TOMSON, TIMOTHY N

Situs: 41035 SUNSET LN HEMET 92544

Date Sold: May 5, 2015

Date Deed to Purchaser Recorded: June 18, 2015

Final Date to Submit Claim: June 20, 2016

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of $ALL EXCESS from the sale of the above mentioned real property. I/We were the ☐ lienholder(s), ☒ property owner(s) **[check in one box]** at the time of the sale of the property as is evidenced by Riverside County Recorder's Document No 2005-0231485; recorded on 3-18-2005. A copy of this document is attached hereto. I/We are the rightful claimants by virtue of the attached assignment of interest. I/We have listed below and attached hereto each item of documentation supporting the claim submitted.

NOTE: YOUR CLAIM WILL NOT BE CONSIDERED UNLESS THE DOCUMENTATION IS ATTACHED.

If the property is held in Joint Tenancy, the taxsale process has severed this Joint Tenancy, and all Joint Tenants will have to sign the claim unless the claimant submits proof that he or she is entitled to the full amount of the claim, the claimant may only receive his or her respective portion of the claim.

I/We affirm under penalty of perjury that the foregoing is true and correct.

Executed this 19TH day of OCT., 2015 at RIVERSIDE CA.
County, State

Timothy N. Tomson
Signature of Claimant

Signature of Claimant

TIMOTHY N. TOMSON
Print Name

Print Name

517 S. SAN JULIAN ST. #259
Street Address

Street Address

LOS ANGELES, CA. 90013
City, State, Zip

City, State, Zip

909-572-9604
Phone Number

Phone Number

SCO 8-21 (1-99)

Attachment: C. EP 203-342 Claim_Tomson (2415 : EP 203-342)

County Administrative Center- 4th Floor
4080 Lemon Street, P.O. Box 12005
Riverside, CA 92502-2205
(951) 955-3900
(951) 955-3990 - Fax

E-mail: ttc@co.riverside.ca.us
www.countytreasurer.org

COUNTY OF RIVERSIDE
TREASURER-TAX COLLECTOR

Palm Desert Office
38-686 El Cerrito Road
Palm Desert, CA 92211

Temecula Office
40935 County Center Drive, Suite C
Temecula, CA 92591

July 22, 2015

TOMSON, TIMOTHY N
41035 SUNSET LN
HEMET, CA 92544

Re: EXCESS PROCEEDS FROM SALE OF TAX DEFAULTED PROPERTY

Assessment No.: 449300005-1 Item: 342
Situs Address: 41035 Sunset Ln Hemet 92544
Assessee: Tomson, Timothy N
Date Sold: May 5, 2015
Date Deed to Purchaser Recorded: June 18, 2015
Final Date to Submit Claim: June 20, 2016

Dear Sir or Madame:

The property referenced above was declared subject to the Tax Collector's power of sale for non-payment of taxes and later sold. Parties of Interest, as defined in Section 4675 of the California Revenue and Taxation Code (e.g., the last assessee and any lienholders of record), have a right to file a claim for any excess proceeds that remain after the tax liens and the costs of the sale have been satisfied. Our records show that you may be a party of interest, and we are enclosing for your convenience a claim form and a return envelope. Please note that your claim must be filed within one year of the date the deed to the purchaser was recorded (shown above). By law, we cannot accept claims after one year from this recording date. Claims submitted will be evaluated by our legal counsel and awarded in accordance with state law. The submission of a claim merely initiates that review.

The enclosed form is relatively simple and we must stress that most applicants will be able to fill it out without help. However, if you need help, please feel free to contact our office by mail, telephone or in person and we will help you without charge. You may telephone us at (951) 955-3336.

If you prefer to have an agent file your claim for you, or if you should decide to sell your claim (often referred to as "assignment") so that the purchaser of the claim may receive the funds, please advise us and we will send the proper form.

Please note also that the statutory procedures and the County's internal procedures dictate that most claims will not be processed until at least twenty (20) months following the date of recordation of the tax deed.

Sincerely,

DON KENT
TREASURER-TAX COLLECTOR

By *Jennifer Pazicni*
Deputy

117-170(Rev. 5-03)

Attachment: C. EP 203-342 Claim_Tomson (2415 : EP 203-342)

FIRST AMERICAN TITLE COMPANY LOS ANGELES

DOC # 2005-0231485
03/24/2005 08:00A Fee:30.00
Page 1 of 2
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder

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RECORDING REQUESTED BY:
Red Apple Escrow, Inc.

AND WHEN RECORDED MAIL TO:
AND MAIL TAX STATEMENT TO:
Timothy N. Tomson
41035 Sunset Lane
Hemet, CA 92544

Order No. 1757603-14
Escrow No. 1860-SA
Parcel No. 449-300-005-1

"This conveyance changes the manner in which title is held, grantor(s) and grantee(s) remain the same and continue to hold the same proportionate interest, R & T 11911."

TRA 088

(30)

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S) THAT DOCUMENTARY TRANSFER TAX IS $ and CITY $ -0-

_____computed on full value of property conveyed, or
_____computed on full value less liens or encumbrances remaining at the time of sale.
_____unincorporated area: _____ Hemet, and

T
SF

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
Timothy N. Tomson, an unmarried man as his sole and separate property

hereby GRANTS to

Timothy N. Tomson, an unmarried man

the following described real property in the County of ~~Los Angeles~~ Riverside, State of California:

See attached for Legal Description

Date March 16, 2005

~~Buyer's Signature~~
Timothy N. Tomson
Timothy N. Tomson

STATE OF CALIFORNIA }
} S.S.
COUNTY OF Riverside }

On March 18, 2005, before me, Carol S. Wiesen,
personally appeared **Timothy N. Tomson** personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Carol S. Wiesen

CAROL S. WIESEN
Commission # 1388583
Notary Public — California
Riverside County
My Comm. Expires Dec 5, 2006

Attachment: C. EP 203-342 Claim_Tomson (2415 : EP 203-342)

Title Order Number:
File Number: 1757603

Exhibit "A"

Real property in the unincorporated area of the County of Riverside, State of California, described as follows:

LOT 12 OF STARK'S SUBDIVISION, AS SHOWN BY MAP ON FILE IN BOOK 32 PAGE 2 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

APN: 449-300-005-1



Attachment: C. EP 203-342 Claim_Tomson (2415 : EP 203-342)

DOC # 2008-0279351
05/22/2008 08:00A Fee:20.00
Page 1 of 1
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder

When Recorded Mail To:
TIMOTHY N TOMSON
41035 SUNSET LANE
HEMET, California 92544

Recording Requested By:
Sushil Sonavane
Mortgage Service Center
4001 Leadenhall Road, MS SV03
Mt. Laurel, New Jersey USA 08054-5452

~~Please Send Conformed Copy To:~~
~~US Recordings~~
~~2925 Country Drive~~
~~St. Paul, MN 55117~~

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Substitution of Trustee and Full Reconveyance

Date: **May 16, 2008**
MIN: **100020070779944039**
MERS Phone: 1-888-679-6377

Loan#: **7077994403**
Invoice#: **E1053982**

WHEREAS **TIMOTHY N TOMSON** was the original Trustor, **FIRST AMERICAN TITLE** the original Trustee, and **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC (MERS) as nominee for MERRILL LYNCH CREDIT CORPORATION** the original Beneficiary, under that certain Deed of Trust Dated **March 18, 2005** and filed for record **March 24, 2005** as Document Number **2005-0231486** for Loan Amount of **161000.00** of the Official Records of **Riverside** County, **California.**
WHEREAS the undersigned Beneficiary desires to substitute a new Trustee in place and instead of **FIRST AMERICAN TITLE** , now therefore, the undersigned hereby substitutes **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC (MERS) as nominee for MERRILL LYNCH CREDIT CORPORATION** as Trustee under said Deed of Trust and does hereby reconvey, without warranty, to the person legally entitled thereto, the Estate now held by him/her thereunder.

STATE OF **Minnesota**)
COUNTY **Ramsey**) SS

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC (MERS) as nominee for MERRILL LYNCH CREDIT CORPORATION

By

Chris Frank, Assistant Secretary

The foregoing instrument was executed and acnowledged before me this date, **May 16, 2008** by, **Chris Frank , Assistant Secretary** , of **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC (MERS) as nominee for MERRILL LYNCH CREDIT CORPORATION,** a **corporation** under the laws of **New Jersey** on behalf of the **corporation** .

Nancy L Carlson, Notary Public
My Commission Expires: **January 31, 2013**

NANCY L. CARLSON
Notary Public-Minnesota
My Commission Expires Jan 31, 2013

U4534B464-03GR01
SUB/TRST/RECONV

US Recordings

Attachment: C. EP 203-342 Claim_Tomson (2415 : EP 203-342)

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

Item **9.13**

SUBMITTAL DATE:
September 22, 2016

FROM : TREASURER-TAX COLLECTOR:

SUBJECT: Recommendation for Distribution of Excess Proceeds for Tax Sale No. 203, Item 357. Last assessed to: Mary C. Callahan, a single woman. District 3 [$49,373]. Fund 65595 Excess Proceeds from Tax Sale.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the claim from Morgan Zo, heir to the Estate of Mary C. Callahan, last assessee for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 460171024-3;
2. Authorize and direct the Auditor-Controller to issue a warrant to Morgan Zo, heir to the Estate of Mary C. Callahan in the amount of $49,373.96, no sooner than ninety days from the date of this order, unless an appeal has been filed in Superior Court, pursuant to the California Revenue and Taxation Code Section 4675.

Policy

Don Kent
Don Kent, Treasurer-Tax Collector 10/14/2016

BACKGROUND:

Summary

In accordance with Section 3691 et seq. of the California Revenue and Taxation Code, and with prior approval of the Board of Supervisors, The Tax Collector conducted the May 5, 2015 public auction sale. The deed conveying title to the purchasers at the auction was recorded June 18, 2015. Further, as required by Section 4676 of the California Revenue and Taxation Code, notice of the right to claim excess proceeds was given on July 22, 2015, to parties of interest as defined in Section 4675 of said code. Parties of interest have been determined by an examination of lot book reports as well as Assessor's and Recorder's records, and various research methods were used to obtain current mailing addresses for these parties of interest.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	$ 49,373	$ 0	$ 49,373	$ 0
NET COUNTY COST	$ 0	$ 0	$ 0	$ 0

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

SOURCE OF FUNDS: **Fund 65595 Excess Proceeds from Tax Sale**	**Budget Adjustment:** No
	For Fiscal Year: 16/17

C.E.O. RECOMMENDATION: APPROVE

BACKGROUND:
Summary (continued)

The Treasurer-Tax Collector has received one claim for excess proceeds:

1. Claim from Morgan Zo, heir to the Estate of Mary C. Callahan based on a Grant Deed recorded September 25, 1991 as Instrument No. 331898, an Affidavit for Collection of Personal Property Probate Code 13100 dated April 15, 2016 and the death certificate of Mary Chapin Callahan.

Pursuant to Section 4675 of the California Revenue and Taxation Code, it is the recommendation of this office that Morgan Zo, heir to the Estate of Mary C. Callahan be awarded excess proceeds in the amount of $49,373.96. Supporting documentation has been provided. The Tax Collector requests approval of the above recommended motion. Notice of this recommendation was sent to the claimant by certified mail.

Impact on Residents and Businesses
Excess proceeds are being released to the heir to the Estate of the last assessee of the property.

ATTACHMENTS (if any, in this order):

ATTACHMENT A. **Claim_Zo**

CLAIM FOR EXCESS PROCEEDS FROM THE SALE OF TAX-DEFAULTED PROPERTY
(SEE REVERSE SIDE FOR FURTHER INSTRUCTIONS)

RECEIVED
2016 APR 18 PM 3:01
RIVERSIDE COUNTY
TREAS-TAX COLLECTOR

To: **Don Kent, *Treasurer-Tax Collector***

Re: **Claim for Excess Proceeds**

TC 203 Item 357 Assessment No.: 460171024-3

Assessee: CALLAHAN, MARY C

Situs: 3810 REXFORD DR HEMET 92545

Date Sold: May 5, 2015

Date Deed to Purchaser Recorded: June 18, 2015

Final Date to Submit Claim: June 20, 2016

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of $49,373.96 from the sale of the above mentioned real property. I/We were the ☐ lienholder(s), ☐ property owner(s) **[check in one box]** at the time of the sale of the property as is evidenced by Riverside County Recorder's Document No. 331898; recorded on Sept. 25 1991. A copy of this document is attached hereto. I/We are the rightful claimants by virtue of the attached assignment of interest. I/We have listed below and attached hereto each item of documentation supporting the claim submitted.

NOTE: YOUR CLAIM WILL NOT BE CONSIDERED UNLESS THE DOCUMENTATION IS ATTACHED.

1. Affidavit 13109 For Collection of Personal Property notarized
2. Certified Copy of Death Certificate of Mary Chapin Callah
3. Grant Deed with name: Mary C. Callahan
4. Tax Deed to Purchaser of Tax-Defaulted Property
5. Legal Name change; Morgan Zo from Morgan John Callahan

If the property is held in Joint Tenancy, the taxsale process has severed this Joint Tenancy, and all Joint Tenants will have to sign the claim unless the claimant submits proof that he or she is entitled to the full amount of the claim, the claimant may only receive his or her respective portion of the claim.

I/We affirm under penalty of perjury that the foregoing is true and correct.

Executed this 15th day of April, 2016 at Los Angeles County, CA.
County, State

Signature of Claimant

Morgan Zo
Print Name

5947 A Oak Ave.
Street Address

Temple City, CA 91780
City, State, Zip

626-4089521
Phone Number

Signature of Claimant

Print Name

Street Address

City, State, Zip

Phone Number

SCO 8-21 (1-99)

Attachment: A. EP 203-357 Claim_Zo (2454 : EP 203-357)

Continental Lawyers Title Co.

Order No.
Escrow No. 2-2352-B
Loan No.

WHEN RECORDED MAIL TO:
Mary C. Callahan
3810 Rexford Drive
Hemet, Calif. 92543

331898

PAID
Doc. Transfer Tax
WILLIAM E. CONERLY
Riv. Co. Recorder

RECEIVED FOR RECORD
AT 8:00 O'CLOCK A.M.
At Request of
CONTINENTAL LAND TITLE CO.

SEP 25 1991

Recorder in Official Records of Riverside County, California
Fees $

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MAIL TAX STATEMENTS TO:

as shown above

DOCUMENTARY TRANSFER TAX $ 101.20

XX Computed on the consideration or value of property conveyed; OR

..... Computed on the consideration or value less liens or encumbrances remaining at time of sale.

Signature of Declarant or Agent determining tax — Firm Name

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

ANDREW HAID AND ANNETHA HAID, husband and wife

hereby GRANT(S) to

MARY C. CALLAHAN, a single woman

the real property in the City of
County of Riverside

State of California, described as

63 138893-23

Lot 88 of Tract No. 16090-1, in the City of Hemet, County of Riverside, State of California, as per map recorded in Book 119, Pages 76 through 79, inclusive of maps, in the office of the County Recorder of said County.

Dated September 11, 1991

Andrew Haid, by Allen Lee Haid, his attorney-in-fact

Annetha Haid, by Allen Lee Haid, his attorney-in-fact

STATE OF CALIFORNIA)
COUNTY OF Riverside) ss.

On Sept. 4, 1991 before me,

personally appeared Andrew Haid

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature George F. Petton

OFFICIAL SEAL
GEORGE F. PETTON
NOTARY PUBLIC - CALIFORNIA
RIVERSIDE COUNTY
My comm. expires APR 5, 1994

(This area for official notarial seal)

MAIL TAX STATEMENTS AS DIRECTED ABOVE

1002 (1/91)

Attachment: A. EP 203-357 Claim_Zo (2454 : EP 203-357)

331898

3004 (6/92)—(Attorney in Fact) First American Title Company

STATE OF CALIFORNIA
COUNTY OF Riverside } ss.

On September 14, 1991, before me, the undersigned, a Notary Public in and for said State, personally appeared Allen Lee Haid

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument as the Attorney in fact of Annetha Haid

and acknowledged to me that he/she subscribed the name(s) of Annetha Haid

thereto as principal(s), and his/her own name as Attorney in Fact.

WITNESS my hand and official seal.

Signature George F. Petton

OFFICIAL SEAL
GEORGE F. PETTON
NOTARY PUBLIC - CALIFORNIA
RIVERSIDE COUNTY
My comm. expires APR 5, 1994

(This area for official notarial seal)

3004 (6/92)—(Attorney in Fact) First American Title Company

331898

STATE OF CALIFORNIA
COUNTY OF Riverside } ss.

On September 14, 1991, before me, the undersigned, a Notary Public in and for said State, personally appeared Allen Lee Haid

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument as the Attorney in fact of Andrew Haid

and acknowledged to me that he/she subscribed the name(s) of Andrew Haid

thereto as principal(s), and his/her own name as Attorney in Fact.

WITNESS my hand and official seal.

Signature George F. Petton

OFFICIAL SEAL
GEORGE F. PETTON
NOTARY PUBLIC - CALIFORNIA
RIVERSIDE COUNTY
My comm. expires APR 5, 1994

(This area for official notarial seal)

First American Title Insurance Company

A subsidiary of The First American Financial Corporation

Attachment: A. EP 203-357 Claim_Zo (2454 : EP 203-357)

RI-PR012

AFFIDAVIT FOR COLLECTION OF PERSONAL PROPERTY

The undersigned state(s) as follows:

1. Mary Chapin Callahan (DECEDENT) died 03/03/2014 (DATE OF DEATH)
   in the County of Riverside, State of California;

2. At least 40 days have elapsed since the death of the decedent, as shown by the attached certified copy of the decedent's death certificate;

3. No proceeding is now being or has been conducted in the State of California for administration of the decedent's estate;

4. The current gross fair market value of the decedent's real and personal property in California, excluding the property described in section 13050 of the California Probate Code, does not exceed $150,000.00;

5. The following property is to be paid, transferred or delivered to the undersigned under the provisions of California Probate Code Section 13100 (please describe the property in below space):
   residential house/property at 3810 Rexford Dr. Hemet, CA 92545
   Parcel #: 460171024-3

6. The successor(s) of the decedent, as defined in California Probate Code Section 13006, is/are:

7. The undersigned (please check which box(s) applies):

   ☑ Is successor(s) of the decedent to the decedent's interest in the described property, or
   ☐ Is authorized under California Probate Code Section 13051 to act on behalf of the successor(s) of the decedent with respect to the decedent's interest in the described property;

8. No other person has a superior right to the interest of the decedent in the described property;

9. The undersigned request that the described property be paid, delivered or transferred to the undersigned.

I/We declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

ATTACHED:
CALIFORNIA ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

4-15-16
(DATE)

Morgan Zo
(TYPE OR PRINT NAME OF PARTY MAKING DECLARATION)

(SIGNATURE)

Approved for Optional Use
Riverside Superior Court
RI-PR012 [Rev.1/1/12]

Probate Code§§ 13100 - 13116
riverside.courts.ca.gov/localfrms/localfrms.shtml

Attachment: A. EP 203-357 Claim_Zo (2454 : EP 203-357)

ACKNOWLEDGMENT

Personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

ATTACHED:
CALIFORNIA ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

Signature _____ (Seal)

Attachment: A. EP 203-357 Claim_Zo (2454 : EP 203-357)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California)

County of Los Angeles)

On 04/15/2016 before me, Jacqueline Joseph (N. Notary Public
(here insert name and title of the officer)

personally appeared Morgan Zo

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Jacqueline

JACQUELINE JOSEPH
COMM. #1977207
NOTARY PUBLIC • CALIFORNIA
LOS ANGELES COUNTY
Comm. Exp. JUNE 1, 2016

(Seal)

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document

titled/for the purpose of _____

containing _____ pages, and dated _____

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
- ☐ Attorney-in-Fact
- ☐ Corporate Officer(s) _____ Title(s)
- ☐ Guardian/Conservator
- ☐ Partner - Limited/General
- ☐ Trustee(s)
- ☐ Other: _____

representing: _____ Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
☐ ○ form(s) of identification ○ credible witness(es)

Notarial event is detailed in notary journal on:
Page # _____ Entry # _____

Notary contact: _____

Other

☐ Additional Signer(s) ☐ Signer(s) Thumbprint(s)

☐ _____

© Copyright 2007-2014 Notary Rotary, Inc. PO Box 41400, Des Moines, IA 50311-0503. All Rights Reserved. Item Number 101772. Please contact your Authorized Reseller to purchase copies of this form.

Attachment: A. EP 203-357 Claim_Zo (2454 : EP 203-357)

STATE OF CALIFORNIA
CERTIFICATION OF VITAL RECORD

COUNTY OF RIVERSIDE

RIVERSIDE, CALIFORNIA
CERTIFICATE OF DEATH

STATE OF CALIFORNIA — USE BLACK INK ONLY / AVOID ERASURES, WHITEOUTS OR ALTERATIONS — STD 103 (REV. 2/2003)

3052014081421 — STATE FILE NUMBER

3201433004826 — LOCAL REGISTRATION NUMBER

DECEDENT'S PERSONAL DATA

1. NAME OF DECEDENT–FIRST (Given): MARY
2. MIDDLE: CHARIN
3. LAST (Family): CALLAHAN
AKA: ALSO KNOWN AS – Include full AKA (FIRST, MIDDLE, LAST):
4. DATE OF BIRTH mm/dd/ccyy: 03/10/1945
5. AGE Yrs.: 68
IF UNDER ONE YEAR: Months / Days
IF UNDER 24 HOURS: Hours / Minutes
6. SEX: F
9. BIRTH STATE/FOREIGN COUNTRY: NEW YORK
11. EVER IN U.S. ARMED FORCES? YES [ ] NO [X] Unk [ ]
12. MARITAL STATUS/RDP* (at Time of Death): NEVER MARRIED
7. DATE OF DEATH mm/dd/ccyy: 03/03/2014
8. HOUR (24 Hours): 2304
13. EDUCATION – Highest Level/Degree (see worksheet on back): SOME COLLEGE
14/15. WAS DECEDENT HISPANIC/LATINO/A/SPANISH? (If yes, see worksheet on back) YES [ ] NO [X]
16. DECEDENT'S RACE – Up to 3 races may be listed (see worksheet on back): CAUCASIAN
17. USUAL OCCUPATION – Type of work for most of life. DO NOT USE RETIRED: CLERK
18. KIND OF BUSINESS OR INDUSTRY (e.g., grocery store, retail construction, employment agency, etc.): STOCK BROKERAGE
19. YEARS IN OCCUPATION: 8

USUAL RESIDENCE

20. DECEDENT'S RESIDENCE (Street and number, or location): 3810 REXFORD DRIVE
21. CITY: HEMET
22. COUNTY/PROVINCE: RIVERSIDE
23. ZIP CODE: 92544
24. YEARS IN COUNTY: 15
25. STATE/FOREIGN COUNTRY: CA

INFORMANT

26. INFORMANT'S NAME, RELATIONSHIP: MORGAN ZO CALLAHAN, BROTHER
27. INFORMANT'S MAILING ADDRESS (Street and number, or rural route number, City or town, State and zip): 5947A OAK AVE., TEMPLE CITY, CA 91780

SPOUSE/RDP AND PARENT INFORMATION

28. NAME OF SURVIVING SPOUSE/RDP–FIRST: -
29. MIDDLE: -
30. LAST (BIRTH NAME): -
31. NAME OF FATHER/PARENT–FIRST: MORGAN
32. MIDDLE: JOHN
33. LAST: CALLAHAN
34. BIRTH STATE: NY
35. NAME OF MOTHER/PARENT–FIRST: HELEN
36. MIDDLE: -
37. LAST (BIRTH NAME): BARBER
38. BIRTH STATE: CT

FUNERAL DIRECTOR/ LOCAL REGISTRAR

39. DISPOSITION DATE: mm/dd/ccyy: 05/02/2014
40. PLACE OF FINAL DISPOSITION: RESIDENCE OF MORGAN ZO CALLAHAN, 5947A OAK AVE., TEMPLE CITY, CA 91780
41. TYPE OF DISPOSITION(S): CR/RES
42. SIGNATURE OF EMBALMER: ▶ NOT EMBALMED
43. LICENSE NUMBER: -
44. NAME OF FUNERAL ESTABLISHMENT: CREMATION SOCIETY COM
45. LICENSE NUMBER: FD1445
46. SIGNATURE OF LOCAL REGISTRAR: ▶ CAMERON KAISER, MD
47. DATE: mm/dd/ccyy: 05/01/2014

PLACE OF DEATH

101. PLACE OF DEATH: HEMET VALLEY MEDICAL CENTER
102. IF HOSPITAL, SPECIFY ONE: [X] IP [ ] ER/OP [ ] DOR
103. IF OTHER THAN HOSPITAL, SPECIFY ONE: [ ] Hospice [ ] Nursing Home/SNF [ ] Residence [ ] Other
104. COUNTY: RIVERSIDE
105. FACILITY ADDRESS OR LOCATION WHERE FOUND (Street and number, or location): 1117 EAST DEVONSHIRE AVENUE
106. CITY: HEMET

CAUSE OF DEATH

107. CAUSE OF DEATH — Enter the chain of events — diseases, injuries, or complications — that directly caused death. DO NOT enter terminal events such as cardiac arrest, respiratory arrest, or ventricular fibrillation without showing the etiology. DO NOT ABBREVIATE.

IMMEDIATE CAUSE (Final disease or condition resulting in death): (A) CARDIOPULMONARY ARREST
Sequentially, list conditions, if any, leading to cause on Line A. Enter UNDERLYING CAUSE (disease or injury that initiated the events resulting in death) LAST:
(B) SEPTIC SHOCK
(C) ISCHEMIC CARDIOMYOPATHY
(D) CORONARY ARTERY DISEASE

Time Interval Between Onset And Death: (A) MINS; (B) DAYS; (C) MONS; (D) MONS
105. DEATH REPORTED TO CORONER? [X] YES [ ] NO — Referral Number: 2014-02262
109. BIOPSY PERFORMED? [ ] YES [X] NO
110. AUTOPSY PERFORMED? [ ] YES [X] NO
111. USED IN DETERMINING CAUSE? [ ] YES [ ] NO

112. OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH BUT NOT RESULTING IN THE UNDERLYING CAUSE GIVEN IN 107: NECROSIS OF SMALL BOWEL, ISCHEMIC BOWEL
113. WAS OPERATION PERFORMED FOR ANY CONDITION IN ITEM 107 OR 112? (If yes, list type of operation and date.): EXPLORATORY LAPAROTOMY 03/02/2014
113A. IF FEMALE, PREGNANT IN LAST YEAR? [ ] YES [X] NO [ ] UNK

PHYSICIAN'S CERTIFICATION

114. I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE DEATH OCCURRED AT THE HOUR, DATE, AND PLACE STATED FROM THE CAUSES STATED
Decedent Attended Since: (A) mm/dd/ccyy: 02/24/2014
Decedent Last Seen Alive: (B) mm/dd/ccyy: 03/03/2014
115. SIGNATURE AND TITLE OF CERTIFIER: ▶ WEILEE EDDIE YEH M.D.
116. LICENSE NUMBER: A67923
117. DATE mm/dd/ccyy: 04/30/2014
118. TYPE ATTENDING PHYSICIAN'S NAME, MAILING ADDRESS, ZIP CODE: WEILEE EDDIE YEH M.D. 41511 E FLORIDA AVENUE, HEMET, CA 92544

CORONER'S USE ONLY

119. I CERTIFY THAT IN MY OPINION DEATH OCCURRED AT THE HOUR, DATE, AND PLACE STATED FROM THE CAUSES STATED
MANNER OF DEATH: [ ] Natural [ ] Accident [ ] Homicide [ ] Suicide [ ] Pending Investigation [ ] Could not be determined
120. INJURED AT WORK? [ ] YES [ ] NO [ ] UNK
121. INJURY DATE mm/dd/ccyy:
122. HOUR (24 Hours):
123. PLACE OF INJURY (e.g.: home; construction site; residential area; etc.):
124. DESCRIBE HOW INJURY OCCURRED (Events which resulted in injury):
125. LOCATION OF INJURY (Street and number, or location, and city, and zip):
126. SIGNATURE OF CORONER / DEPUTY CORONER:
127. DATE mm/dd/ccyy:
128. TYPE NAME, TITLE OF CORONER / DEPUTY CORONER:

STATE REGISTRAR

A | B | C | D | E

01000100261914 2

FAX AUTH.# | CENSUS TRACT

CERTIFIED COPY OF VITAL RECORDS

STATE OF CALIFORNIA } SS
COUNTY OF RIVERSIDE }

This is a true and exact reproduction of the document officially registered and placed on file in the office of the County of Riverside, Department of Health.

DATE ISSUED May 15, 2014

001243258

Dr. Cameron Kaiser, M.D., Health Officer
RIVERSIDE COUNTY, CALIFORNIA

This copy not valid unless prepared on engraved border displaying seal and signature of Registrar.

REGISTRAR OF VITAL STATISTICS

PRINCO (Rev) 01/12

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

Attachment: A. EP 203-357 Claim_Zo (2454 : EP 203-357)

9.13.a

Attachment: A. EP 203-357 Claim_Zo (2454 : EP 203-357)

Packet Pg. 2085

6-8-40-5000-M

STATE OF NEW YORK
DEPARTMENT OF HEALTH

HERMAN E. HILLEBOE, M.D.
COMMISSIONER

DIVISION OF VITAL STATISTICS
ALBANY 1

Certificate No. 21654

THIS IS TO CERTIFY

that Mary Chapin Callahan

sex Female was born on March 10, 1945

in Town of Hempstead, County of Nassau, State of New York

as shown by the duly registered certificate of birth of said person on file in this Department.

J. W. DeParte
Director M.T.H

[SEAL]

Dated at Albany, N. Y.

October 7, 1949

300779

Department of Health — Bureau of Records and Statistics — City of New York

CERTIFICATION OF BIRTH

MORGAN ZO CALLAHAN

THIS IS TO CERTIFY that Morgan Louis Callahan

Sex Male was born in the City of New York on Nov. 24, 1944

according to Birth Record No. 34779 filed in the Manhattan

Office of this Bureau on Nov. 24, 1944

In witness whereof, the seal of the Department of Health of the City of New York has been affixed hereto this 27th day of Sept. 19 44

ABRAHAM SIMONSEN
BOROUGH REGISTRAR
Assistant Registrar of Records

Harry S. Mustard M.D.
Commissioner of Health

Carl C. Eckardt
Registrar of Records

By Dorothy Clark

Warning: This certification is not valid if it has been altered in any way whatsoever or if it does not bear the raised seal of the Department of Health.

5411-100M-20145 114

Certificate of Baptism

Church of

St. Mary

Norwalk, Conn.

This is to Certify

That Morgan Louis

Child of Morgan J Callahan

and Helen C Barber

born in New York (CITY) New York (STATE)

on the 20th day of November 1944

was **Baptized**

on the 17th day of October 1945

According to the Rite of the Roman Catholic Church

by the Reb. John J Karash

the Sponsors being { Edward C Barber
Anne Sperry

as appears from the Baptismal Register of this Church.

Dated Sept 25, 1949

Geo Callahan

Attachment: A. EP 203-357 Claim_Zo (2454 : EP 203-357)

ENTERED
VOL. A577 PAGE 33
MAR 29 1977
CARL M. OLSEN, Clerk
By [signature] Deputy Clerk

Attorney for .....

Address .....

Telephone .....

Space below for use of County Clerk Only

FILED
San Francisco County Superior Court
MAR 28 1977
CARL M. OLSEN, Clerk
BY R. Zagar Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF San Francisco

In the Matter of the Application of

Morgan John Callahan

for Change of Name .....

No. 717915

DECREE CHANGING NAME

The application of Morgan John Callahan

for an Order of Court changing his (his, her or their) name to Morgan Zo

in place of his (his, her or their) present name ....., came on regularly to be heard in Department ..... of the above-entitled Court, this ..... day of MAR 28 1977, and proof having been made to the satisfaction of the Court that notice of hearing was given in the manner and form required by law and order of this Court, and no objections having been filed by any person, and evidence having been produced on behalf of petitioner ..... in support of said application, and the Court being satisfied that there is no reasonable objection to the petitioner ..... assuming the name ..... proposed; and

It appearing to the satisfaction of the Court that all the allegations of said application are true and that the order prayed for should be granted;

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that petitioner ..... name ..... of Morgan John Callahan be and the same ..... (is or are) hereby changed to Morgan Zo

Dated: MAR 28 1977, 19.....

[signature]
Judge of the Superior Court

California Newspaper Service Bureau, Inc.

Attachment: A. EP 203-357 Claim_Zo (2454 : EP 203-357)

9.13.a

Attachment: A. EP 203-357 Claim_Zo (2454 : EP 203-357)

Packet Pg. 2089

have certificates, whether issued by the New York State or New York City Department of Health, showing merely the new n and the date and place of birth.

By record references the birth of Mary Chapin Callah (March 10, 1945) is registered as No. 455, District No. 2950, Year 1945. The birth of Morgan Louis Callahan (November 20, 194 is registered in the Bureau of Records and Statistics of the New York City Department of Health as Birth Record No. 34,779, Year 1944.

September 29, 1949.

REQUESTED BY AND MAIL TO:
TREASURER-TAX COLLECTOR
STOP 1110 DON KENT TAX COLLECTOR
4080 LEMON ST-4TH FLOOR
RIVERSIDE, CALIFORNIA 92501

DALIP S SETHI
1461 WOODVALE LANE
RIVERSIDE, CA 92506

2015-0259346

05/18/2015 11:18 AM Fee: $ 18.00
Page 1 of 2
Recorded in Official Records
County of Riverside
Peter Aldana
Assessor-County Clerk-Recorder

149					R	A	Exam: 778		
Page	DA	PCOR	Misc	Long	RFD	1st Pg	Adtl Pg	Cert	CC
2									
SIZE	NCOR	SMF	NCHG	T:					

18

TRA 006-027
Doc. Trans. Tax - computed on full value of property conveyed $ 145.75

Don Kent, Tax Collector
Signature of Declarant

TAX DEED TO PURCHASER OF TAX-DEFAULTED PROPERTY

On which the legally levied taxes were a lien for Fiscal Year 1993-1994
and for nonpayment were duly declared to be in default 1994-453331024-0000
Default Number

This deed, between the Tax Collector of RIVERSIDE County ("SELLER") and **DALIP S SETHI, A MARRIED MAN AS HIS SOLE AND SEPARATE PROP** ("PURCHASER") conveys to the PURCHASER free of all encumbrances of any kind existing before the sale, except those referred to in §3712 of the Revenue and Taxation Code, to the real property described herein which the SELLER sold to the PURCHASER at a public auction held on MAY 5, 2015 pursuant to a statutory power of sale in accordance with the provisions of Division 1, Part 6, Chapter 7, Revenue and Taxation Code, for the sum of $132,301.00.

NO TAXING AGENCY objected to the sale.

In accordance with law, the SELLER, hereby grants to the PURCHASER that real property situated in said county, State of California, last assessed to CALLAHAN, MARY C, described as follows:

Assessor's Parcel Number 460171024-3

IN THE CITY OF HEMET

SEE PAGE 2 ENTITLED "LEGAL DESCRIPTION"

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Riverside

Executed on MAY 5, 2015

By _____
Tax Collector

On May 26, 2015, before me, Peter Aldana, Assessor, Clerk-Recorder, personally appeared Don Kent, Treasurer and Tax Collector for Riverside County, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.
Peter Aldana, Assessor, Clerk Recorder

By: _____
Deputy

Seal

COUNTY CLERK, RIVERSIDE COUNTY ★ CALIFORNIA ★

§§3708 & 3804 R&T Code

TDL 8-19 (6-97)

Attachment: A. EP 203-357 Claim_Zo (2454 : EP 203-357)

460171024-3

LEGAL DESCRIPTION

LOT 88 IN TRACT 16090-1, AS SHOWN BY MAP ON FILE IN BOOK 119, PAGES 76 THRU 79 OF MAPS, RECORDS OF RIVERSIDE COUNTY.

Attachment: A. EP 203-357 Claim_Zo (2454 : EP 203-357)

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

Item **9.14**

SUBMITTAL DATE: August 16, 2016

FROM : TREASURER-TAX COLLECTOR:

SUBJECT: Recommendation for Distribution of Excess Proceeds for Tax Sale No. 203, Item 434. Last assessed to: William A. Mc Andrews, Trustee of the William A. Mc Andrews Separate Property Trust dated 11/17/06. District 3 [$36,890]. Fund 65595 Excess Proceeds from Tax Sale.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the claim from William L. Mc Andrews, Successor Trustee of the William A. Mc Andrews Separate Property Trust dated 11-17-06 for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 548214018-1;
2. Deny the claim from Kathleen E. Cartwright;
3. Authorize and direct the Auditor-Controller to issue a warrant to William L. Mc Andrews, Successor Trustee of the William A. Mc Andrews Separate Property Trust dated 11-17-06 in the amount of $36,890.76, no sooner than ninety days from the date of this order, unless an appeal has been filed in Superior Court, pursuant to the California Revenue and Taxation Code Section 4675.

Don Kent
Don Kent, Treasurer-Tax Collector 10/14/2016

BACKGROUND:

Summary

In accordance with Section 3691 et seq. of the California Revenue and Taxation Code, and with prior approval of the Board of Supervisors, The Tax Collector conducted the May 5, 2015 public auction sale. The deed conveying title to the purchasers at the auction was recorded June 18, 2015. Further, as required by Section 4676 of the California Revenue and Taxation Code, notice of the right to claim excess proceeds was given on July 22, 2015, to parties of interest as defined in Section 4675 of said code. Parties of interest have been determined by an examination of lot book reports as well as Assessor's and Recorder's records, and various research methods were used to obtain current mailing addresses for these parties of interest.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	$ 36,890	$ 0	$ 36,890	$ 0
NET COUNTY COST	$ 0	$ 0	$ 0	$ 0

SOURCE OF FUNDS: **Fund 65595 Excess Proceeds from Tax Sale**

Budget Adjustment: No

For Fiscal Year: 16/17

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

C.E.O. RECOMMENDATION: APPROVE

BACKGROUND:

Summary (continued)

The Treasurer-Tax Collector has received two claims for excess proceeds:

1. Claim from William L. Mc Andrews, Successor Trustee of the William A. Mc Andrews Separate Property Trust dated 11-17-06 based on a Grant Deed recorded June 24, 2002 as Instrument No. 2002-344954, a Quitclaim Deed recorded December 5, 2006 as Instrument No. 2006-0891867, a Certification of Trustees Under Trust dated May 27, 2016, the Last Will and Testament of William A. Mc Andrews and the death certificate of William Anthony Mc Andrews.
2. Claim from Kathleen E. Cartwright based on a Quitclaim Deed recorded February 1, 1988 as Instrument No. 27292, an Affidavit-Death Joint Tenant recorded October 26, 2001 as Instrument No. 2001-527432 and a Grant Deed recorded December 6, 2001 as Instrument No. 2001-603709.

Pursuant to Section 4675 of the California Revenue and Taxation Code, it is the recommendation of this office that William L. Mc Andrews, Successor Trustee of the William A. Mc Andrews Separate Property Trust dated 11-17-06 be awarded excess proceeds in the amount of $36,890.76. The claim from Kathleen E. Cartwright be denied since she was not a party of interest at the time of the sale. Supporting documentation has been provided. The Tax Collector requests approval of the above recommended motion. Notice of this recommendation was sent to the claimants by certified mail.

Impact on Residents and Businesses

Excess proceeds are being released to the Successor Trustee of the last assessee of the property.

ATTACHMENTS (if any, in this order):

ATTACHMENT A. Claim_McAndrews

ATTACHMENT B. Claim_Cartwright

.

Attachment: A. EP 203-434 Claim_McAndrews (2052 : EP 203-434)

CLAIM FOR EXCESS PROCEEDS FROM THE SALE OF TAX-DEFAULTED PROPERTY
(SEE REVERSE SIDE FOR FURTHER INSTRUCTIONS)

RECEIVED
2016 JUN -6 PM 1:26
RIVERSIDE COUNTY
AREAS-TAX COLLECTOR

To: **Don Kent, Treasurer-Tax Collector**

Re: **Claim for Excess Proceeds**

TC 203 Item 434 Assessment No.: 548214018-1

Assessee: MCANDREWS, WILLIAM A TR

Situs: 44802 ORPINGTON AVE HEMET 92544

Date Sold: May 5, 2015

Date Deed to Purchaser Recorded: June 18, 2015

Final Date to Submit Claim: June 20, 2016

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of $ 30,890.76 from the sale of the above mentioned real property. I/We were the ☐ lienholder(s), ☒ property owner(s) **[check in one box]** at the time of the sale of the property as is evidenced by Riverside County Recorder's Document No. 2006-0811809; recorded on 12-5-2006. A copy of this document is attached hereto. I/We are the rightful claimants by virtue of the attached assignment of interest. I/We have listed below and attached hereto each item of documentation supporting the claim submitted.

NOTE: YOUR CLAIM WILL NOT BE CONSIDERED UNLESS THE DOCUMENTATION IS ATTACHED.

If the property is held in Joint Tenancy, the taxsale process has severed this Joint Tenancy, and all Joint Tenants will have to sign the claim unless the claimant submits proof that he or she is entitled to the full amount of the claim, the claimant may only receive his or her respective portion of the claim.

I/We affirm under penalty of perjury that the foregoing is true and correct.

Executed this 2ND day of JUNE, 2016 at MARICOPA COUNTY, ARIZONA
County, State

William L. McAndrews	
Signature of Claimant	Signature of Claimant
WILLIAM L. McANDREWS	
Print Name	Print Name
1330 E. CINNABAR AVE.	
Street Address	Street Address
PHOENIX, AZ. 85020	
City, State, Zip	City, State, Zip
480 609-7846	
Phone Number	Phone Number

SCO 8-21 (1-99)

Attachment: A. EP 203-434 Claim_McAndrews (2052 : EP 203-434)

DOC # 2002-344954 ✓
06/24/2002 08:00A Fee:7.00
Page 1 of 1
Recorded in Official Records
County of Riverside
Gary L. Orso
Assessor, County Clerk & Recorder

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MH

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL THIS DEED AND, UNLESS OTHERWISE SHOWN BELOW, MAIL TAX STATEMENTS TO:

Name WILLIAM A. MCANDREWS
Street Address 44802 ORPINGTON AVENUE
City State Zip HEMET, CA 92544 ✓

ORDER NO. A.P.N 548214018-1 ✓
ESCROW NO. TRA-0071

GRANT DEED ✓

TAX PARCEL NO.

The undersigned declares that the documentary transfer tax is (0) and is
_____ computed on the full value of the interest of the property conveyed, or is
_____ computed on the full value less the value of liens or encumbrances remaining thereon at the time of sale.
The land, tenements or realty is located in
__X__ unincorporated area _____ city of HEMET
FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
JUAN OCAMPO AND NORMA OCAMPO, HUSBAND AND WIFE AS JOINT TENANTS. ✓

hereby GRANT(S) to

WILLIAM A. MCANDREWS, A WIDOW ✓

the following described real property in the City of HEMET
County of RIVERSIDE , State of California:

LOT 32 OF TRACT 4530 AS PER MAP RECORDED IN BOOK 80, PAGE 1 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA

Dated JUNE 21, 2002

JUAN OCAMPO

NORMA OCAMPO

STATE OF CALIFORNIA,)
COUNTY OF SAN BERNARDINO)

On 06-21-02, before me, Patricia Delgadillo
(insert name/title of the officer), personally appeared

JUAN OCAMPO AND NORMA OCAMPO

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted executed the instrument.
WITNESS my hand and official seal.

PATRICIA DELGADILLO
Comm. # 1236016
NOTARY PUBLIC - CALIFORNIA
San Bernardino County
My Comm. Expires October 1, 2003

Signature _____ (Notary Seal)

MAIL TAX STATEMENTS TO PARTY SHOWN BELOW: IF NO PARTY SO SHOWN, MAIL AS DIRECTED ABOVE.

Name Street Address City & State

Attachment: A. EP 203-434 Claim_McAndrews (2052 : EP 203-434)

Doc # 2006-0891867
12/05/2006 08:00A Fee:7.00
Page 1 of 1
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:
WILLIAM A. MC ANDREWS
44802 Orpington Avenue
Hemet, CA 92544

MAIL TAX STATEMENTS TO:
WILLIAM A. MC ANDREWS
44802 Orpington Avenue
Hemet, CA 92544

S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
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006

QUITCLAIM DEED

THIS CONVEYANCE TRANSFERS THE GRANTOR'S INTEREST INTO HIS REVOCABLE LIVING TRUST.

THE UNDERSIGNED GRANTOR DECLARES DOCUMENTARY TAX is $0, and FOR NO VALUABLE CONSIDERATION. WILLIAM A. MC ANDREWS, a widow, hereby remises, releases and forever QUITCLAIM his share of the described real property to William A. Mc Andrews, Trustee of THE WILLIAM A. MC ANDREWS SEPARATE PROPERTY TRUST dated 11-17-06, for the benefit of WILLIAM A. MC ANDREWS, the following described real property in the County of Riverside, State of California:

LOT 32 OF TRACT 4530 AS PER MAP RECORDED IN BOOK 80, PAGE 1 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

Commonly known as: 44802 Orpington Avenue, Hemet, CA 92544
Parcel Number: #548214018-1 This Quitclaim Deed Signed On: 11-17-06

William A. Mc Andrews
WILLIAM A. MC ANDREWS

CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC

State of California)
County of Riverside)

On 11-17-06, before me, Craig B Smedley, a Notary Public,
(Insert name and title of the officer)
personally appeared WILLIAM A. MC ANDREWS, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Craig B Smedley (SEAL)
Notary's Signature

CRAIG B. SMEDLEY
Commission # 1704996
Notary Public - California
Riverside County
My Comm. Exp. Nov. 15, 2010

This instrument was drafted by Legacy Legal Services (800) 287-8783

Attachment: A. EP 203-434 Claim_McAndrews (2052 : EP 203-434)

CERTIFICATION OF TRUSTEES UNDER TRUST
(California Probate Code Section 18100.5)

I, William L. McAndrews, as Successor Trustee of The William A. Mc Andrews Separate Property Trust dated 11-17-06, being of legal age, declares under penalty of perjury:

1. Declarant(s) certify the existence of the following described Trust and state that he/she/they are all of the current trustees:

   Name of Trust: The William A. Mc Andrews Separate Property Trust dated 11-17-06
   Date of Trust: November 17, 2006
   Trustor(s)/Settlor(s): William A. Mc Andrews
   Original Trustee(s): William A. McAndrews
   Trust Identification, Social Security or Employer Identification _____

2. Declarant(s) state that the Trust is in full force and effect and has not been revoked, terminated or otherwise amended in any manner which would cause the representations in this Certification to be incorrect. The name(s) of all persons who have any power to revoke the trust are: William L. McAndrews

3. Declarant(s) state the following named trustee(s) is/are full empowered to act for said Trust and is/are properly exercising his/her/their authority under said Trust in negotiating for, contract for and executing the document(s) attached hereto, and that no trustee(s) other than the following named trustees are necessary under the Trust to sign said document(s):

   Trustees authorized to sign: William L. McAndrews
   Nature of document: Assignment of Right to Collect Excess Proceeds
   Date of document: _____

4. Declarant(s) state that to the best of their knowledge, there are no claims, challenges of any kind or cause of action alleged, contesting or questioning the validity of the Trust or the trustee's authority to act for the Trust.

5. This Declaration is prepared and executed pursuant to California Probate Code Section 18100.5.

Signed under penalty of perjury, this 27 day of May, 2016.

_____
Signature

Name: William L. McAndrews
Address: 1350 E. Southern Ave
City, State, Zip Tempe, AZ. 85282

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Arizona)

County of Maricopa)

On May 27, 2016 (Date) before me, Edward W. Gatti (here insert name and title of the officer), personally appeared William L. McAndrews, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (seal)
Signature of Notary Public

EDWARD W. GATTI
Notary Public - Arizona
Maricopa County
My Comm. Expires Mar 19, 2020

Attachment: A. EP 203-434 Claim_McAndrews (2052 : EP 203-434)

DECLARATION OF SUBSCRIBING WITNESS

(Must Have at Least Two (2) Witnesses)

WILLIAM A. MC ANDREWS, who declared this instrument to be his Last Will and Testament, executed the foregoing instrument at Riverside County, California, in my presence. At his request and in his presence, and in the presence of each other, I have subscribed my name as a witness thereto. I observed the execution of this Last Will and Testament by WILLIAM A. MC ANDREWS and the signature of each of the other subscribing witness(es).

I either personally know WILLIAM A. MC ANDREWS or his identity was proved to me by convincing evidence. At this time he is over the age of eighteen (18) years and to the best of my knowledge he is of sound and disposing mind and not acting under duress, menace, fraud, misrepresentation or undue influence.

I am not related to WILLIAM A. MC ANDREWS by blood, marriage, or adoption. To the best of my knowledge I am not entitled to any part of his estate under any Trust or Last Will and Testament or upon his death by operation of law.

I am of legal age, a competent witness, and reside at the address set forth opposite my name. I declare under penalty of perjury under the laws of the state in which I reside that the foregoing is true and correct.

EXECUTED at Riverside County, California, on 11-17-06.

Witnessed by:

Hazel Duncan
Witness Signature

residing at *(Print Name and Address):*

HAZEL DUNCAN
44789 ORPINGTON
HEMET, CA 92544

Craig B Smedley
Witness Signature

residing at *(Print Name and Address):*

Craig B Smedley
23900 Hayes Ave
Murrieta, CA 92562

Witness Signature

residing at *(Print Name and Address):*

9.14.a

Attachment: A. EP 203-434 Claim_McAndrews (2052 : EP 203-434)

Packet Pg. 2099

LAST WILL AND TESTAMENT

OF

WILLIAM A. MC ANDREWS

I, WILLIAM A. MC ANDREWS, a legal resident of Riverside County, State of California, being of lawful age and of sound and disposing mind and memory, and not acting under any duress, menace, fraud or undue influence, hereby make, publish and declare this to be my Last Will and Testament and do hereby revoke any and all Wills and Codicils heretofore made by me.

FIRST: I declare that I was previously married to MARGARET MC ANDREWS, who is now deceased. I further declare that there are no living, deceased or adopted children of my marriage to MARGARET MC ANDREWS.

I declare that I was previously married to DOROTHY MC ANDREWS, who is now deceased. I further declare that there are the following living, deceased or adopted children of my marriage to DOROTHY MC ANDREWS:

KIM I. VEIL

WILLIAM L. MC ANDREWS

PATRICK S. MC ANDREWS

I further declare that I have no other children living, deceased or adopted.

SECOND: It is my intention to dispose of all property which I am entitled to dispose of by Will.

THIRD: I direct my Executor or Executrix hereafter named to pay all of my just debts, including the expenses of my last illness, my funeral expenses and the expenses of the administration of my estate as soon as that can be conveniently accomplished after my death.

Attachment: A. EP 203-434 Claim_McAndrews (2052 : EP 203-434)

FOURTH: I give, devise and bequeath all of my personal property not previously assigned by me or my representative to any other Trust, all of the residue of my estate, except as described herein to WILLIAM L. MC ANDREWS, Trustee, or his successors in Trust, under THE WILLIAM A. MC ANDREWS SEPARATE PROPERTY TRUST dated 11-17-06, and any amendments thereto, wherein I am the Grantor, to be added to, and become a part of, the corpus of said Revocable Living Trust, and to be held, administered, and distributed according to the terms and conditions thereof, and any amendments thereto. I give, devise and bequeath the residue of my assets that may be listed in the Schedule of Assets of another Trust, described in the corpus of another Trust, or titled in the name of another Trust, to the Trustee of the Trust in which that asset is listed, described, or titled to pass according to the provisions of that Trust. Should any conflict arise as to any of my assets, then the conflict shall be decided in favor of the most recently executed Trust or amendment which specifically describes the asset that is the subject of the conflict.

FIFTH: I hereby nominate and appoint WILLIAM L. MC ANDREWS as Executor of this my Last Will and Testament. Upon the death, resignation, or inability of WILLIAM L. MC ANDREWS to serve as Executor, then KIM I. VEIL shall serve as Executor of this, my Last Will and Testament. Upon the death, resignation or inability of KIM I. VEIL to serve as Executor, then VALARIE PINKSTON shall serve as Executor of this, my Last Will and Testament. Upon the death, resignation or inability of VALARIE PINKSTON to serve as Executor, then JUAN OCOMPO shall serve as Executor of this, my Last Will and Testament.

My personal representative, named herein, shall not be required to post any bond or any other security to act as such. I authorize my personal representative to sell, at either a public or private sale, any property belonging to my estate either with or without notice, and to lease any property of

Attachment: A. EP 203-434 Claim_McAndrews (2052 : EP 203-434)

my estate, subject to such confirmation as may be required by law, and to hold, manage, and operate any such property or business at the risk of my estate, or to sell or liquidate the business at such time and on such terms as my Executor or Executrix may deem advisable for the best interest of my estate. Any such operation, sale, or liquidation by my Executor or Executrix made in good faith shall be at the risk of my estate and without liability on the part of my Executor or Executrix for any resulting loss.

SIXTH: My Executor or Executrix shall determine, in a manner which would minimize taxes, whether any or all expenses of administration of my estate shall be used as Federal income tax deductions, and whether the date of death or the alternate valuation values should be used for estate tax purposes. No beneficiary under this Will, whether an income beneficiary, a remainderman of any Trust or other beneficiary, shall have any right to recoupment or restoration of any losses the beneficiary suffers as the result of the use of such deduction for one or the other of such purposes.

SEVENTH: I direct that all inheritance, estate, gift, death, or other transfer taxes, including any penalties or interest relating thereto, other than any tax on a generation skipping transfer that is not a liability of my estate (including interest and penalties, if any), that may, by reason of my death, be attributable to my probate estate or any portion of it, or to any property or transfers of property outside my probate estate, shall be paid by my Executor or Executrix out of the residue of my estate disposed of by this Will, without adjustment among the residuary beneficiaries, and shall not be charged against, or collected from, any beneficiary of my probate estate, or from any transferee or beneficiary of any property outside my probate estate.

EIGHTH: If any individual should claim to be a beneficiary under this Will and in any manner, directly or indirectly, contests or attacks this Will or any of its provisions, any share or interest in my

estate allegedly given to that contesting individual is revoked and that person shall be considered specifically disinherited and the beneficial interest in any assets of the beneficiary shall be disposed of in the same manner provided herein as if that contesting individual shall have predeceased me.

NINTH: The terms "child," "children," "grandchildren," or "issue," as used herein, shall include adopted persons and other children hereafter born or adopted by me or by my issue.

TENTH: If any provision of this Will is deemed to be unenforceable, the remaining provisions shall nevertheless be carried into effect. The construction and interpretation of this Will shall be pursuant to California law in effect as of the date of execution thereof. The singular shall include the plural wherever necessary, and one gender shall include any other gender wherever necessary.

ELEVENTH: To save the cost of court proceedings and promote the prompt and final resolution of any dispute regarding the interpretation of my will or the administration of my estate or any trust under my will, I direct that any such dispute shall be settled by arbitration administered by the American Arbitration Association under its Arbitration Rules for Wills and Trusts then in effect. Nevertheless, the following matters shall not be subject to arbitration: 1) questions regarding my competency, 2) attempts to remove a fiduciary, or 3) questions concerning the amount of bond of a fiduciary. In addition, arbitration may be waived by all sui juris parties in interest.

The arbitrator(s) shall be a practicing lawyer licensed to practice law in the same state as the body of state law chosen to govern my will and whose practice has been devoted primarily to wills and trusts for at least ten (10) years. The arbitrator(s) shall apply the substantive law (and the law of remedies, if applicable) of the state chosen to govern my will. The arbitrator's decision shall not be subject to appeal to any court, but shall be final and binding on any and all persons who have or may have an interest in my estate or any trust under my will, including unborn or incapacitated persons,

such as minors or incompetents. Judgment on the arbitrator's award may be entered in any court having jurisdiction thereof.

TWELFTH: It is my intent to disinherit and I have intentionally omitted to provide for, in this, my Last Will and Testament, CHARLES E. ARMSTRONG.

I SUBSCRIBE MY NAME to this Will on 11-17-06 at Riverside County, California.

William A. McAndrews
WILLIAM A. MC ANDREWS

EXECUTED at Riverside County, California, on 11-17-06

WILLIAM A. MC ANDREWS,
Trustee

I certify that I have read the foregoing Declaration of Revocable Living Trust, and that it correctly states the terms and conditions under which the Trust Estate is to be held, managed and disposed of by the Trustee. I approve the Declaration of Revocable Living Trust in all particulars and request the Trustee to execute it.

WILLIAM A. MC ANDREWS,
Grantor

CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC

State of California)
County of Riverside)

On 11-17-06, before me, Craig B Smedley,
(Insert name and title of the officer)

personally appeared WILLIAM A. MC ANDREWS, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary's Signature (SEAL)

CRAIG B. SMEDLEY
Commission #1704900
Notary Public – California
Riverside County
My Comm. Exp. Nov. 13, 2010

Attachment: A. EP 203-434 Claim_McAndrews (2052 : EP 203-434)

CERTIFICATION OF VITAL RECORD

COUNTY OF RIVERSIDE

RIVERSIDE, CALIFORNIA

3052007035426 — STATE FILE NUMBER

CERTIFICATE OF DEATH

STATE OF CALIFORNIA — USE BLACK INK ONLY - NO ERASURES, WHITEOUTS OR ALTERATIONS — VS-11(REV 10/2003)

3200733004949 — LOCAL REGISTRATION NUMBER

DECEDENT'S PERSONAL DATA

1. NAME OF DECEDENT — FIRST (Given): WILLIAM
2. MIDDLE: ANTHONY
3. LAST (Family): MC ANDREWS
AKA. ALSO KNOWN AS — Include full AKA (FIRST MIDDLE LAST):
4. DATE OF BIRTH mm/dd/ccyy: 12/31/1925
5. AGE Yrs.: 81
If UNDER ONE YEAR: Months / Days
If UNDER 24 HOURS: Hours / Minutes
6. SEX: M
7. BIRTH STATE/FOREIGN COUNTRY: CA
8. SOCIAL SECURITY NUMBER: [redacted]
11. EVER IN U.S. ARMED FORCES? [X] YES [ ] NO [ ] UNK
12. MARITAL STATUS (at Time of Death): WIDOWED
13. DATE OF DEATH mm/dd/ccyy: 05/06/2007
14. HOUR (24 Hours): 0825
15. EDUCATION — Highest Level/Degree (see instructions on back): SOME COLLEGE
15. WAS DECEDENT HISPANIC/LATINO/A/SPANISH? (If yes, see worksheet on back) [ ] YES [X] NO
16. DECEDENT'S RACE — Up to 2 races may be listed (see worksheet on back): WHITE
17. USUAL OCCUPATION — Type of work for most of life. DO NOT USE RETIRED: SHERIFF
18. KIND OF BUSINESS OR INDUSTRY (e.g. grocery store, road construction, employment agency, etc.): SHERIFF DEPARTMENT
19. YEARS IN OCCUPATION: 28

USUAL RESIDENCE

20. DECEDENT'S RESIDENCE (Street and number or location): 44802 ORPINGTON
21. CITY: HEMET
22. COUNTY/PROVINCE: RIVERSIDE
23. ZIP CODE: 92544
24. YEARS IN COUNTY: 7
25. STATE/FOREIGN COUNTRY: CA

INFORMANT

26. INFORMANT'S NAME, RELATIONSHIP: KATHLEEN CARTWRIGHT, DAUGHTER
27. INFORMANT'S MAILING ADDRESS (Street and number or rural route number, city or town, state, ZIP): 44802 ORPINGTON, HEMET, CA 92544

SPOUSE AND PARENT INFORMATION

28. NAME OF SURVIVING SPOUSE — FIRST: -
MIDDLE:
LAST (Family):
29. BIRTH STATE/FOREIGN COUNTRY:
30. NAME OF FATHER — FIRST: MARTIN
MIDDLE:
LAST: MC ANDREWS
31. BIRTH STATE: MC
32. NAME OF MOTHER — FIRST: ELIZABETH
MIDDLE:
LAST (Family): CRABACA
33. BIRTH STATE: MI

FUNERAL DIRECTOR/ LOCAL REGISTRAR

34. DISPOSITION DATE mm/dd/ccyy: 05/11/2007
35. PLACE OF FINAL DISPOSITION: RESIDENCE KATHLEEN CARTWRIGHT
44802 ORPINTON, HEMET, CA 92544
36. TYPE OF DISPOSITION: CR/RES
37. SIGNATURE OF FUNERAL DIRECTOR: [redacted]
38. LICENSE NUMBER:
39. NAME OF FUNERAL ESTABLISHMENT: EVANS BROWN SUN CITY MORTUARY
40. SIGNATURE OF LOCAL REGISTRAR: [redacted]
41. DATE mm/dd/ccyy: 05/10/2007

PLACE OF DEATH

42. PLACE OF DEATH: RAMONA MANOR CONVALESCENT HOSPITAL
102. IF HOSPITAL, SPECIFY ONE: [ ] IP [ ] ER/OP [ ] DOA
103. IF OTHER THAN HOSPITAL, SPECIFY ONE: [ ] Hospice [X] Nursing Home/LTC [ ] Decedent's Home [ ] Other
104. COUNTY: RIVERSIDE
105. FACILITY ADDRESS OR LOCATION WHERE FOUND (Street and number or location): 485 W JOHNSTON AVE
106. CITY: HEMET

CAUSE OF DEATH

107. CAUSE OF DEATH — Enter the chain of events — diseases, injuries, or complications — that directly caused death. DO NOT enter terminal events such as cardiac arrest, respiratory arrest or ventricular fibrillation without showing the etiology. DO NOT ABBREVIATE.
IMMEDIATE CAUSE (Final disease or condition resulting in death): (a) METASTATIC COLON CANCER
Sequentially list conditions, if any, leading to cause on Line A. Enter UNDERLYING CAUSE (disease or injury that initiated the events resulting in death) LAST: (b) (c) (d)
Time Interval Between Onset and Death: (a) 8 MOS
108. DEATH REPORTED TO CORONER? [X] YES [ ] NO — CORONER'S CASE NUMBER: 2007-03359
109. AUTOPSY PERFORMED? [ ] YES [X] NO
110. AUTOPSY PERFORMED? [ ] YES [X] NO
111. USED IN DETERMINING CAUSE? [ ] YES [ ] NO
112. OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH BUT NOT RESULTING IN THE UNDERLYING CAUSE GIVEN IN 107: DIABETES MELLITUS
113. WAS OPERATION PERFORMED FOR ANY CONDITION IN ITEM 107 OR 112? (If yes, list type of operation and date.): NONE
143A. IF FEMALE, PREGNANT IN LAST YEAR? [ ] YES [ ] NO [ ] UNK

PHYSICIAN'S CERTIFICATION

114. I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE DEATH OCCURRED AT THE HOUR, DATE, AND PLACE STATED FROM THE CAUSES STATED.
Decedent Attended Since: (a) 07/06/2006
Decedent Last Seen Alive: (b) 04/06/2007
115. SIGNATURE AND TITLE OF CERTIFIER: [redacted]
117. DATE mm/dd/ccyy: 05/08/2007
118. TYPE ATTENDING PHYSICIAN'S NAME, MAILING ADDRESS, ZIP CODE: CHARLES R LAGRANGE M.D. 27851 BRADLEY ROAD STE 180, SUN CITY, CA 92586

CORONER'S USE ONLY

119. I CERTIFY THAT IN MY OPINION DEATH OCCURRED AT THE HOUR, DATE, AND PLACE STATED FROM THE CAUSES STATED
MANNER OF DEATH: [ ] Natural [ ] Accident [ ] Homicide [ ] Suicide [ ] Pending Investigation [ ] Could not be determined
120. INJURED AT WORK? [ ] YES [ ] NO [ ] UNK
121. INJURY DATE mm/dd/ccyy:
122. HOUR (24 Hours):
123. PLACE OF INJURY (e.g. home, construction site, wooded area, etc.):
124. DESCRIBE HOW INJURY OCCURRED (Events which resulted in injury):
125. LOCATION OF INJURY (Street and number, or location, and city, and ZIP):
126. SIGNATURE OF CORONER/DEPUTY CORONER: [redacted]
127. DATE mm/dd/ccyy:
128. TYPE NAME, TITLE OF CORONER / DEPUTY CORONER:

STATE REGISTRAR

A | B | C | D | E
"012007000488042"
FAX AUTH. #:
CENSUS TRACT:

INFORMATIONAL, NOT A VALID DOCUMENT TO ESTABLISH IDENTITY

CARIVERS02

CERTIFIED COPY OF VITAL RECORD

STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

034581881

This is a true and exact reproduction of the document officially registered and placed on file in the office of the County of Riverside, Assessor-County Clerk-Recorder.

DATE ISSUED: JUN 09 2016

PETER ALDANA
ASSESSOR-COUNTY CLERK-RECORDER
RIVERSIDE COUNTY, CALIFORNIA

This copy is not valid unless prepared on an engraved border displaying the date, seal and signature of the Assessor-County Clerk-Recorder.

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

CLAIM FOR EXCESS PROCEEDS FROM THE SALE OF TAX-DEFAULTED PROPERTY
(SEE REVERSE SIDE FOR FURTHER INSTRUCTIONS)

RECEIVED
2016 JAN 21 AM 9:25
RIVERSIDE COUNTY
TREAS-TAX COLLECTOR

951-955-6200

obtain
web WWW.ASRCLKRE.com
Top Recorder - obtaining record copy

To: **Don Kent, Treasurer-Tax Collector**

Re: **Claim for Excess Proceeds**

TC 203 Item 434 Assessment No.: 548214018-1

Assessee: MCANDREWS, WILLIAM A TR

Situs: 44802 ORPINGTON AVE HEMET 92544

Date Sold: May 5, 2015

Date Deed to Purchaser Recorded: June 18, 2015

Final Date to Submit Claim: June 20, 2016

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of $_____ from the sale of the above mentioned real property. I/We were the ☐ lienholder(s), ☐ property owner(s) **[check in one box]** at the time of the sale of the property as is evidenced by Riverside County Recorder's Document No. _____; recorded on _____. A copy of this document is attached hereto. I/We are the rightful claimants by virtue of the attached assignment of interest. I/We have listed below and attached hereto each item of documentation supporting the claim submitted.

NOTE: YOUR CLAIM WILL NOT BE CONSIDERED UNLESS THE DOCUMENTATION IS ATTACHED.

_____

_____

_____

_____

If the property is held in Joint Tenancy, the taxsale process has severed this Joint Tenancy, and all Joint Tenants will have to sign the claim unless the claimant submits proof that he or she is entitled to the full amount of the claim, the claimant may only receive his or her respective portion of the claim.

I/We affirm under penalty of perjury that the foregoing is true and correct.

Executed this _____ day of _____, 20__ at _____
County, State

Kathleen E. Cartwright
Signature of Claimant

Signature of Claimant

Kathleen E. Cartwright
Print Name

Print Name

1799 Iron Wood Ct.
Street Address

Street Address

Vallecito, CA. 95251
City, State, Zip

City, State, Zip

209-262-8876
Phone Number

Phone Number

Message Phone = 209-728-2328

SCO 8-21 (1-99)

Order No.
Escrow No.
Loan No.

27292

WHEN RECORDED MAIL TO:

LARRY K. CARTWRIGHT
KATHLEEN E. CARTWRIGHT
44802 Orpington Avenue
Hemet, Calif. 92344

RECEIVED FOR RECORD
AT 8:30 O'CLOCK A.M.
At Request of
FIRST AMERICAN TITLE COMPANY
OF RIVERSIDE
FEB 1 1988
Recorded in Official Records
of Riverside County, California
RECORDER
Fee $

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MAIL TAX STATEMENTS TO:

SAME AS ABOVE

DOCUMENTARY TRANSFER TAX $ NONE-FAMILY TRANSFER
..... Computed on the consideration or value of property conveyed; OR
..... Computed on the consideration or value less liens or encumbrances remaining at time of sale.

Signature of Declarant or Agent determining tax — Firm Name

QUITCLAIM DEED

Feb. 1, 1988

Ratio-05-1971

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
LARRY K. CARTWRIGHT AND KATHLEEN E. CARTWRIGHT, HUSBAND AND WIFE, AS JOINT TENANTS AS TO AN UNDIVIDED ONE-HALF INTEREST; AND ARVIL W. CARTWRIGHT AND VELMA B. CARTWRIGHT TRUSTEES OF THE ARVIL W. CARTWRIGHT AND VELMA B. CARTWRIGHT REVOCABLE TRUST, UDT 8/10/84, AS TO AN ** do es hereby REMISE, RELEASE AND FOREVER QUITCLAIM to ** UNDIVIDED ONE-HALF INTEREST.

LARRY K. CARTWRIGHT AND KATHLEEN E. CARTWRIGHT, HUSBAND AND WIFE, AS JOINT TENANTS.

the real property in the City of
County of RIVERSIDE , State of California, described as

Lot 32 of Tract 4530, as per map recorded in Book 80, Page 1 of Maps, Records of Riverside County, California.

Photographed By TICOR

CAT. NO. NN00827
TO 1944 CA (9-84)

TICOR TITLE INSURANCE

(Individual)

STATE OF CALIFORNIA
COUNTY OF RIVERSIDE } ss.

On January 28,1988 before me, the undersigned, a Notary Public in and for said State, personally appeared LARRY K. CARTWRIGHT AND KATHLEEN E. CARTWRIGHT

, personally known to me or proved to me on the basis of satisfactory evidence to be the person s whose name s are subscribed to the within instrument and acknowledged that they executed the same.

WITNESS my hand and official seal.

Signature Yolanda Espinosa

OFFICIAL SEAL
YOLANDA ESPINOSA
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
MY COMMISSION EXPIRES MAR. 30, 1988

EAL
PINOSA
ORNIA
[IN
NTY
30, 1988
nal)

1085 (6/82)

Attachment: B. EP 203-434 Claim_Cartwright (2052 : EP 203-434)

DOC # 2001-527432
10/26/2001 08:00A Fee:9.00
Page 1 of 2
Recorded in Official Records
County of Riverside
Gary L. Orso
Assessor, County Clerk & Recorder

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO:

NAME
STREET ADDRESS
CITY STATE ZIP

Kathleen E. Cartwright
7637 E. Bannock Tr.
Yucca Valley, CA 92284

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13-

AFFIDAVIT — DEATH JOINT TENANT

				ALL
				PTN.

Title Order No.
Escrow or Loan No.

State of California,
County of San Bernardino } SS.

Kathleen E. Cartwright, of legal age, being first duly sworn, deposes and says:
That Larry K. Cartwright, the decedent mentioned in the attached certified copy of Certificate of Death, is the same person as Darry K. Cartwright named as one of the parties in that certain Quitclaim deed dated 01-27, 19 88, executed by Larry K. & Kathleen E. Cartwright & Arvil W. & Velma B. Cartwright to Larry K.Cartwright & Kathleen E.Cartwright, Husband and Wife, as joint tenants, recorded as Instrument No. 27292 on 2-01, 19 88, in Book , Page , of Records of Riverside County, California, covering the following described property situated in the said County, State of California:

Lot 32 of Tract 4530, As per map recorded in Book 80, Page 1 of maps, Records of Riverside County, California.

That the value of all real and personal property owned by said decedent at date of death, including the full value of the property above described, did not then exceed the sum of $ 50,000.00.

Kathleen E. Cartwright
Kathleen E. Cartwright

Subscribed and Sworn to before me
this 24 day of October, 19 2001

(Sign)
Notary Public Commissioned for said County and State

JUAN OCAMPO
Commission # 1227709
Notary Public - California
San Bernardino County
My Comm. Expires Jul 31, 2003

TT-503 (Rev. 3/90)

9.14.b

Attachment: B. EP 203-434 Claim_Cartwright (2052 : EP 203-434)

Packet Pg. 2109

STATE OF CALIFORNIA

CERTIFICATION OF VITAL RECORD

COUNTY OF RIVERSIDE

RIVERSIDE, CALIFORNIA

CERTIFICATE OF DEATH

STATE OF CALIFORNIA

USE BLACK INK ONLY

39033005783

STATE FILE NUMBER

LOCAL REGISTRATION DISTRICT AND CERTIFICATE NUMBER

DECEDENT PERSONAL DATA

1A. NAME OF DECEDENT—FIRST (GIVEN)	1B. MIDDLE	1C. LAST (FAMILY)	2A. DATE OF DEATH—MO., DAY, YR.	2B. HOUR	3. SEX
LARRY	KENT	CARTWRIGHT	AUGUST 23,1990	2235	male

4. RACE	5. SPANISH/HISPANIC—SPECIFY	6. DATE OF BIRTH—MO., DAY, YR.	7. AGE IN YEARS	IF UNDER 1 YEAR MONTHS	DAYS	IF UNDER 24 HOURS HOURS	MINUTES
White	☐ YES ☒ NO	APRIL 3, 1940	50				

8. STATE OF BIRTH	9. CITIZEN OF WHAT COUNTRY	10A. FULL NAME OF FATHER	10B. STATE OF BIRTH	11A. FULL MAIDEN NAME OF MOTHER	11B. STATE OF BIRTH
OK	U. S. A.	Arvil W. Cartwright	AR	Thelma Bell Cutwright	OK

12. MILITARY SERVICE?	13. SOCIAL SECURITY NO.	14. MARITAL STATUS	15. NAME OF SURVIVING SPOUSE (IF WIFE, ENTER MAIDEN NAME)
19 61 TO 19 65 ☐ NONE		Married	Kathleen Burniston

16A. USUAL OCCUPATION	16B. USUAL KIND OF BUSINESS OR INDUSTRY	16C. USUAL EMPLOYER	16D. YEARS IN OCCUPATION	17. EDUCATION—YEARS COMPLETED
Cobbler	Shoe Repair	SELf	4	12

USUAL RESIDENCE

18A. RESIDENCE—STREET AND NUMBER OR LOCATION	18B. CITY	18C. ZIP CODE
44002 ORPINGTON	HEMET	92344

18D. COUNTY	18E. NUMBER OF YEARS IN THIS COUNTY	18F. STATE OR FOREIGN COUNTRY	20. NAME, RELATIONSHIP, MAILING ADDRESS AND ZIP CODE OF INFORMANT
RIVERSIDE	6	CALIFORNIA	KATHLEEN CARTWRIGHT (WIFE) 44002 Orpington Hemet, CA 92344 ✓

PLACE OF DEATH

19A. PLACE OF DEATH	19B. IF HOSPITAL, SPECIFY ONE: IP, ER/OP, DOA	19C. COUNTY
HEMET VALLEY MEDICAL CENTER	IP	RIVERSIDE

19D. STREET ADDRESS—STREET AND NUMBER OR LOCATION	19E. CITY	TIME INTERVAL BETWEEN ONSET AND DEATH	22. WAS DEATH REPORTED TO CORONER? REFERRAL NUMBER
1117 E. DEVONSHIRE AVE	HEMET		☐ YES ☒ NO

CAUSE OF DEATH

21. DEATH WAS CAUSED BY: (ENTER ONLY ONE CAUSE PER LINE FOR A, B, AND C)

IMMEDIATE CAUSE	(A) Cardio/pulmonary Arrest	▶ Few Min	23. WAS SHOCK PERFORMED? ☐ YES ☒ NO
DUE TO	(B) Cerebral Hemorrhage	▶ Sunday	24A. WAS AUTOPSY PERFORMED? ☐ YES ☒ NO
DUE TO	(C) Hypertension	▶ Sunday	24B. WAS IT USED IN DETERMINING CAUSE OF DEATH? ☐ YES ☒ NO

25. OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH BUT NOT RELATED TO CAUSE GIVEN IN 21: None

26. WAS OPERATION PERFORMED FOR ANY CONDITION IN ITEM 21 OR 25? IF YES, LIST TYPE OF OPERATION AND DATE. No

PHYSICIAN'S CERTIFICATION

27. I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE DEATH OCCURRED AT THE HOUR, DATE AND PLACE STATED FROM THE CAUSES STATED.	27B. SIGNATURE AND DEGREE OR TITLE OF PHYSICIAN	27C.	27D. DATE SIGNED
	▶ [signature] MD		8/24/90

27A. DECEDENT ATTENDED SINCE MONTH, DAY, YEAR	DECEDENT LAST SEEN ALIVE MONTH, DAY, YEAR	27E. TYPE ATTENDING PHYSICIAN'S NAME AND ADDRESS
8 20 90	8 23 90	Yurzul Dhanani, M.D. 40948 E. Florida Ave. #201 Hemet, CA 92344

CORONER'S USE ONLY

28. I CERTIFY THAT IN MY OPINION DEATH OCCURRED AT THE HOUR, DATE AND PLACE STATED FROM THE CAUSES STATED.	28A. SIGNATURE AND TITLE OF CORONER OR DEPUTY CORONER	28B. DATE SIGNED
	▶	

29. MANNER OF DEATH—specify one: natural, accident, suicide, homicide, pending investigation or could not be determined	30A. PLACE OF INJURY	30B. INJURY AT WORK? ☐ YES ☐ NO	30C. DATE OF INJURY MONTH, DAY, YEAR	31. HOUR

32. LOCATION (STREET AND NUMBER OR LOCATION AND CITY)

33. DESCRIBE HOW INJURY OCCURRED (EVENTS WHICH RESULTED IN INJURY)

FUNERAL DIRECTOR AND LOCAL REGISTRAR

34A. DISPOSITION(S)	34B. PLACE OF FINAL DISPOSITION—NAME AND ADDRESS	34C. DATE MO., DAY, YEAR	35A. SIGNATURE OF EMBALMER	35B. LICENSE NUMBER
CR - RESIDENCE	44002 Orpington Hemet, CA 92344 - Residence	Aug. 28, 1990	Not Embalmed	—

36A. NAME OF FUNERAL DIRECTOR (OR PERSON ACTING AS SUCH)	36B. LICENSE NO.	37. SIGNATURE OF LOCAL REGISTRAR	38. REGISTRATION DATE
Virgin Mortuary	833	[signature]	AUG 27 1990

STATE REGISTRAR

A.	B.	C.	D.	E.	CENSUS TRACT
					43700

VS-11 (REV. 3-90) MAKE NO ERASURES, WHITEOUTS, OR OTHER ALTERATIONS

33286525

CERTIFIED COPY OF VITAL RECORDS
STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

This is a true and exact reproduction of the document officially registered and placed on file in the office of the County of Riverside, County Clerk-Recorder.

DATE ISSUED OCT 24 2001

This copy is not valid unless prepared on engraved border displaying date, seal and signature of the County Clerk-Recorder.

GARY L. ORSO
COUNTY CLERK-RECORDER
RIVERSIDE COUNTY, CALIFORNIA

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

2001-527432
10/25/2001 08:00A
2 of 2

DOC # 2001-603709 ✓
12/05/2001 08:00A Fee:0.00
Page 1 of 1
Recorded in Official Records
County of Riverside
Gary L. Orso
Assessor, County Clerk & Recorder

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL THIS DEED AND, UNLESS OTHERWISE SHOWN BELOW, MAIL TAX STATEMENTS TO:

Name
Street Address
City
State
Zip

Juan Ocampo
18932 Valley Blvd
Bloomington, CA, 92316 ✓

M	S	U	PAGE	SIZE	DA	PCOR	NCOR	SMF	MISC.
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					3				50
A	R	L			COPY	LONG	REFUND	NCHG	EXAM

(9)

Tra: 006

APN 548-214-018 ✓

ORDER NO.

ESCROW NO.

TAX PARCEL NO.

GRANT DEED ✓

The undersigned declares that the documentary transfer tax is ---0--- and is
_____ computed on the full value of the interest of the property conveyed, or is
_____ computed on the full value less the value of liens or encumbrances remaining thereon at the time of sale.
The land, tenements or realty is located in
x unincorporated area _____ city of Hemet and
FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Kathleen Cartwright, A Widow ✓

C
YS

hereby GRANT(S) to

Juan Ocampo and Norma Ocampo, Husband and Wife as Joint Tenants ✓

the following described real property in the City of Hemet
County of Riverside , State of California:

Lot 32 of Tract 4530 As per Map recorded in Book 80, Page 1 of Maps, Records of Riverside County, California

Dated October 31, 2001

STATE OF CALIFORNIA,)
COUNTY OF San Bdo.)

On 31th October 2001. , before me,

(insert name/title of the officer), personally appeared

Kathleen Cartwright

X Kathleen Cartwright
Kathleen Cartwright

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted executed the instrument.
WITNESS my hand and official seal.

PATRICIA DELGADILLO
Comm. # 1236016
NOTARY PUBLIC - CALIFORNIA
San Bernardino County
My Comm. Expires October 1, 2003

Signature Patricia Delgadillo

(Notary Seal)

MAIL TAX STATEMENTS TO PARTY SHOWN BELOW: IF NO PARTY SO SHOWN, MAIL AS DIRECTED ABOVE.

SAME AS ABOVE
Name Street Address City & State

752

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

Item **9.15**

SUBMITTAL DATE:
September 27, 2016

FROM : TREASURER-TAX COLLECTOR:

SUBJECT: Recommendation for Distribution of Excess Proceeds for Tax Sale No. 203, Item 546. Last assessed to: Brandon Sampson & Danna Sampson, husband and wife as joint tenants. District 4 [$53,240]. Fund 65595 Excess Proceeds from Tax Sale.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the claim from Global Discoveries, Ltd., assignee for Brandon Sampson and Danna Sampson, last assessees for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 656102019-6;
2. Authorize and direct the Auditor-Controller to issue a warrant to Global Discoveries, Ltd., assignee for Brandon Sampson and Danna Sampson in the amount of $53,240.75, no sooner than ninety days from the date of this order, unless an appeal has been filed in Superior Court, pursuant to the California Revenue and Taxation Code Section 4675.

Policy

Don Kent
Don Kent, Treasurer-Tax Collector 10/14/2016

BACKGROUND:

Summary

In accordance with Section 3691 et seq. of the California Revenue and Taxation Code, and with prior approval of the Board of Supervisors, The Tax Collector conducted the May 5, 2015 public auction sale. The deed conveying title to the purchasers at the auction was recorded June 18, 2015. Further, as required by Section 4676 of the California Revenue and Taxation Code, notice of the right to claim excess proceeds was given on July 22, 2015, to parties of interest as defined in Section 4675 of said code. Parties of interest have been determined by an examination of lot book reports as well as Assessor's and Recorder's records, and various research methods were used to obtain current mailing addresses for these parties of interest.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	$ 53,240	$ 0	$ 53,240	$ 0
NET COUNTY COST	$ 0	$ 0	$ 0	$ 0

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

SOURCE OF FUNDS: **Fund 65595 Excess Proceeds from Tax Sale**	**Budget Adjustment:** No
	For Fiscal Year: 16/17

C.E.O. RECOMMENDATION: APPROVE

BACKGROUND:

Summary (continued)

The Treasurer-Tax Collector has received one claim for excess proceeds:

1. Claim from Global Discoveries, Ltd., assignee for Brandon Sampson and Danna Sampson based on an Assignment of Right to Collect Excess Proceeds dated June 18, 2015 and a Grant Deed recorded May 1, 2006 as Instrument No. 2006-0315978.

Pursuant to Section 4675 of the California Revenue and Taxation Code, it is the recommendation of this office that Global Discoveries, Ltd., assignee for Brandon Sampson and Danna Sampson be awarded excess proceeds in the amount of $53,240.75. Supporting documentation has been provided. The Tax Collector requests approval of the above recommended motion. Notice of this recommendation was sent to the claimant by certified mail.

Impact on Residents and Businesses

Excess proceeds are being released to the last assessee of the property.

ATTACHMENTS (if any, in this order):

ATTACHMENT A. Claim_Global

.

EP 203-546

www.globaldiscoveries.com

GLOBAL DISCOVERIES, LTD

Ph: 209-593-3900 or 800-370-0372 | Fx: 209-549-9299 | Info@gd-ltd.com 1120 13th Street, Suite A | Modesto, CA 95354

CLAIM SUMMARY

Date:	July 30, 2015
To:	Riverside County Treasurer and Tax Collector
Assessors Parcel Number:	656102019-6
Last Assessee:	SAMPSON BRANDON & DANNA
Sale Date:	4/30/2015
TC:	TC203
Item Number:	546

RECEIVED
2015 AUG -6 PM 12:37
RIVERSIDE COUNTY
TREAS-TAX COLLECTOR

Dear Treasurer/Tax Collector:

1. Claimant(s): Global Discoveries, Ltd.

The following proof of claim(s) for excess proceeds and documents are attached:

1. Grant Deed granting interest to Brandon Sampson and Danna Sampson husband and wife as joint tenants as Document Number: 2006-0315978, Recorded on 5/01/2006 in Riverside County, CA.
2. CA Driver License for Brandon Sampson showing him previously reporting to the 15455 Avenida Manzana Desert Hot Springs, CA 92240 address; which is one and the same as the situs address for the above referenced property.
3. Declaration of One and the Same Person(s)
4. Assignment of Rights To Collect Excess Proceeds signed by Brandon Sampson & Danna Sampson
5. Claim form(s) signed by Global Discoveries
6. Photo ID for Assignor(s): Brandon Sampson and Danna Sampson

Upon approval, claimant(s) request that the Treasurer and Tax Collector issue its warrant(s) as follows:

- One warrant in the amount of $53,752.00 or 100% of the claimant's share of the excess proceeds made payable to Global Discoveries Ltd. and mailed to P.O. Box 1748, Modesto, CA 95353-1748.

Please address questions regarding the attached claim(s) to Jed Byerly, Managing Member, at (209) 593-3913, or e-mail to jed@gd-ltd.com.

The Client(s) and the staff of Global Discoveries, Ltd., thank you in advance for your timely review and approval of the attached claim(s).

Certified Tracking Number: 7014-3490-0001-7518-0479

Attachment: A. EP 203-546 Claim_Global (2511 : EP 203-546)

County Administrative Center- 4th Floor
4080 Lemon Street, P.O. Box 12005
Riverside, CA 92502-2205
(951) 955-3900
(951) 955-3990 - Fax

E-mail: ttc@co.riverside.ca.us
www.countytreasurer.org

COUNTY OF RIVERSIDE
TREASURER-TAX COLLECTOR

Palm Desert Office
38-686 El Cerrito Road
Palm Desert, CA 92211

Temecula Office
40935 County Center Drive, Suite C
Temecula, CA 92591

July 22, 2015

SAMPSON, BRANDON
74340 MAGNESIA FALLS DR APT 2
PALM DESERT, CA 92260-2218

Re: EXCESS PROCEEDS FROM SALE OF TAX DEFAULTED PROPERTY

Assessment No.: 656102019-6 Item: 546
Situs Address: 15455 Avenida Manzana Desert Hot Springs 92240
Assessee: Sampson, Brandon & Danna
Date Sold: May 5, 2015
Date Deed to Purchaser Recorded: June 18, 2015
Final Date to Submit Claim: June 20, 2016

Dear Sir or Madame:

The property referenced above was declared subject to the Tax Collector's power of sale for non-payment of taxes and later sold. Parties of Interest, as defined in Section 4675 of the California Revenue and Taxation Code (e.g., the last assessee and any lienholders of record), have a right to file a claim for any excess proceeds that remain after the tax liens and the costs of the sale have been satisfied. Our records show that you may be a party of interest, and we are enclosing for your convenience a claim form and a return envelope. Please note that your claim must be filed within one year of the date the deed to the purchaser was recorded (shown above). By law, we cannot accept claims after one year from this recording date. Claims submitted will be evaluated by our legal counsel and awarded in accordance with state law. The submission of a claim merely initiates that review.

The enclosed form is relatively simple and we must stress that most applicants will be able to fill it out without help. However, if you need help, please feel free to contact our office by mail, telephone or in person and we will help you without charge. You may telephone us at (951) 955-3336.

If you prefer to have an agent file your claim for you, or if you should decide to sell your claim (often referred to as "assignment") so that the purchaser of the claim may receive the funds, please advise us and we will send the proper form.

Please note also that the statutory procedures and the County's internal procedures dictate that most claims will not be processed until at least twenty (20) months following the date of recordation of the tax deed.

Sincerely,

DON KENT
TREASURER-TAX COLLECTOR

By *Jennifer Pazicni*
Deputy

117-170(Rev. 5-03)

Attachment: A. EP 203-546 Claim_Global (2511 : EP 203-546)

ASSIGNMENT OF RIGHT TO COLLECT EXCESS PROCEEDS

To expedite processing of this claim, we would strongly suggest you use this form. For this form to be valid it must be completed in its entirety and documentation establishing the assignor as a "party of interest" must be provided at the time this document is filed with the Treasurer-Tax Collector. PLEASE SEE REVERSE SIDE OF THIS DOCUMENT FOR FURTHER INSTRUCTIONS.

As a party of interest (defined in Section 4675 of the California Revenue and Taxation Code), I, the undersigned, do hereby assign to Global Discoveri Ltd. my right to apply for and collect the excess proceeds which you are holding and to which I am entitled from the sale of assessment number 656102019-6 Tax Sale Number TC203, Item 546 sold at public auction on 4/30/2015. I understand th the total of excess proceeds available for refund is $ 53,752.00+/-, and that I AM GIVING UP MY RIGHT TO FILE A CLAIM FOR THEM. FOR VAULABLE CONSIDERATION RECEIVED I HAVE SOLD THIS RIGHT OF COLLECTION (assignment) TO THE ASSIGNEE. I certify under penalty of perjury that I have disclo to the assignee all facts of which I am aware relating to the value of this right I am assigning.

Brandon Sampson
(Signature of Party of Interest/Assignor) (Date)

Brandon Sampson
(Name Printed)

Tax ID/SS# ____

(Signature of Party of Interest/Assignor) (Date)

Danna Sampson
(Name Printed)

Tax ID/SS# ____

2000 E 42nd Street, STE C-144
(Address)
Odessa, TX, 79762-5802
(City/State/Zip)
432-212-1199
(Area Code/Telephone Number)

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Texas)
County of Ector)

On June 18, 2015 (Date) before me, Julian Hernandez MSR (here insert name and title of the officer), personally appeared Brandon and Danna Sampson, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public (seal)

JULIAN HERNANDEZ
Notary Public, State of Texas
My Commission Expires
January 04, 2016

I, the undersigned, certify under penalty of perjury that I have disclosed to the party of interest (assignor), pursuant to Section 4675 of the California Revenu and Taxation Code, all facts of which I am aware relating to the value of the right he is assigning, that I have disclosed to him the full amount of excess proceeds available, and that I HAVE ADVISED HIM OF HIS RIGHT TO FILE A CLAIM ON HIS OWN WITHOUT ASSIGNING THAT RIGHT.

(Signature of Assignee)

Jed Byerly, Managing Member
(Name Printed)

Tax ID/SS# ____

Global Discoveries Ltd.
(Address)
P.O. Box 1748
Modesto, CA 95353-1748
(City/State/Zip)
Phone: (209) 593-3913

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Stanislaus)

On 8/3/15 (Date) before me, Candace Shephard - Notary Public (here insert name and title of the officer), personally appeared Jed Byerly, who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public (seal)

CANDACE SHEPHARD
Commission # 2060928
Notary Public - California
Stanislaus County
My Comm. Expires Mar 13, 2018

117-174 (3/85) (Ret-Perm)

Attachment: A. EP 203-546 Claim_Global (2511 : EP 203-546)

RECORDING REQUESTED BY:
ORANGE COAST TITLE COMPANY

AND WHEN RECORDED, MAIL TO:
Brandon Sampson
65910 12th St.
Desert Hot Springs CA 92240

DOC # 2006-0315978
05/01/2006 08:00A Fee:13.00
Page 1 of 3 Doc T Tax Paid
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder

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13

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TRA: 061-074

GRANT DEED

$ 231.00

ASSESSOR'S PARCEL NO.: 656-102-019
TITLE ORDER NO.: 033413-01
ESCROW NO. 2871st

The undersigned Grantor(s) declare that the DOCUMENT TRANSFER TAX IS:
County , City
X computed on the full value of the interest of property conveyed, or
___ computed on the full value less the value of liens or encumbrances remaining thereon at the time of sale.
___ OR transfer is EXEMPT from tax for the following reason:

033413-01

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

MAURO GARCIA and INA PHYLLIS GARCIA, TRUSTEES OF THE GARCIA FAMILY TRUST DATED 7/1/2003.

hereby GRANT(S) to Brandon Sampson & Danna Sampson husband and wife as joint tenants.

all that real property situated in the ~~City~~ AREA of DESERT HOT SPRINGS, County of **RIVERSIDE**, State of CA, described as:

LOT 780 OF DOS PALMAS TRACT UNIT NO. 6, AS SHOWN BY MAP ON FILE IN BOOK 30 PAGES 68 AND 69 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

Dated February 28, 2006

State of California
County of Riverside

On 3/6/06, Before me Shirley Thompson, Notary
Personally appeared
Mauro Garcia Ina Phyllis Garcia

Personally known to me (or provided to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Signature

(This area for official notary seal)

Mauro Garcia TRUSTEE
MAURO GARCIA, TRUSTEE

Ina Phyllis Garcia - Trustee
INA PHYLLIS GARCIA, TRUSTEE

MAIL TAX STATEMENTS TO:
same as above

Attachment: A. EP 203-546 Claim_Global (2511 : EP 203-546)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Riverside } ss.

On 3/6/06 (Date), before me, Shirley Thompson, Notary (Name and Title of Officer (e.g., "Jane Doe, Notary Public")),

personally appeared Mauro Garcia & Ina Phyllis Garcia (Name(s) of Signer(s)),

☐ personally known to me
☐ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

OFFICIAL SEAL
SHIRLEY THOMPSON
COMM #1379047
Notary Public - California
RIVERSIDE COUNTY
My Commission Expires
OCTOBER 8, 2006

Place Notary Seal Above

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

© 1999 National Notary Association • 9350 De Soto Ave., P.O. Box 2402 • Chatsworth, CA 91313-2402 • www.nationalnotary.org Prod. No. 5907 Reorder: Call Toll-Free 1-800-876-6827

Attachment: A. EP 203-546 Claim_Global (2511 : EP 203-546)

LARRY W. WARD
COUNTY OF RIVERSIDE
ASSESSOR – COUNTY CLERK-RECORDER

Under the provisions of Government Code 27361.7, I certify, under penalty of perjury that the Notary Seal on the document to which this statement is attached reads as follows:

NAME OF NOTARY:	SHIRLEY THOMPSON
COMMISSION #:	1379047
PLACE OF EXECUTION:	RIVERSIDE
DATE COMMISSION EXPIRES:	10-8-06

Date: 5-1-06

Signature Kathy Bryant

Print Name: KATHLEEN M. BRYANT, FOR ORANGE COAST TITLE COMPANY

Attachment: A. EP 203-546 Claim_Global (2511 : EP 203-546)

DECLARATION
OF ONE AND THE SAME PERSON(S)

I/We, Brandon Sampson & Danna Sampson, do hereby declare:

1. I/We am/are over the age of 18 and a resident(s) of Odessa, TX. The facts set forth herein are true of my/our own personal knowledge. If called to testify as a witness in a judicial proceeding, I/we could, and would, testify truthfully and competently thereto.

2. We are one and the same persons who are noted on Grant Deed as Document Number: 2006-0315978, Recorded on 5/1/2006 in Riverside County, CA.

3. I, Danna Sampson am one and the same person as Danna Jaylene Louise Sampson.

4. I, Brandon Sampson am one and the same person as Brandon Edwin Sampson.

5. I/We assigned the excess proceeds to Global Discoveries, Ltd., for Riverside County Assessors Parcel Number 656-102-019-6.

I/We declare under penalty of perjury that the foregoing is true and correct. Executed this 19th day of July, 2015, at Midland Texas

x Brandon Sampson
Brandon Sampson

x Danna Sampson
Danna Sampson

JURAT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Texas

County of Midland

Subscribed and sworn to (or affirmed) before me on this

14 day of July, 2015, by
Date Month Year

Brandon Sampson & Danna Sampson
Name of Signer

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature
Signature of Notary Public

(Place Notary Seal Above)

LACI CORNETT
MY COMMISSION EXPIRES
JUNE 13, 2017

GD Number: 24927-196130

Attachment: A. EP 203-546 Claim_Global (2511 : EP 203-546)

CLAIM FOR EXCESS PROCEEDS FROM THE SALE OF TAX DEFAULTED PROPERTY

To: Riverside County Treasurer and Tax Collector

Assessor's Parcel No: 656102019-6
Tax Sale Number: TC203
Item Number: 546
Date of Sale: 4/30/2015

The undersigned claimant, Global Discoveries, Ltd., claims $53,752.00+/- or 100% of the claimant's share of the actual amount of excess proceeds from the sale of the property referenced above.

Global Discoveries, Ltd., claims its status as a party of interest pursuant to Section 4675 of the California Revenue and Taxation Code based upon the attached documentation:

Please refer to Claim Summary and attached Documents

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this 30th day of July, 2015 at Modesto, California.

By: _____
Jed Byerly, Managing Member
Global Discoveries Ltd. Tax ID #
P.O. Box 1748
Modesto, CA 95353-1748

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Stanislaus)

On 8/3/15 (Date) before me, Candace Shephard - Notary Public (here insert name and title of the officer), personally appeared Jed Byerly, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (seal)
Signature of Notary Public

CANDACE SHEPHARD
Commission # 2060928
Notary Public - California
Stanislaus County
My Comm. Expires Mar 13, 2018

GD Number: 24927-196130

Attachment: A. EP 203-546 Claim_Global (2511 : EP 203-546)

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

SUBMITTAL DATE:
September 19, 2016

FROM : TREASURER-TAX COLLECTOR:

SUBJECT: Recommendation for Distribution of Excess Proceeds for Tax Sale No. 203, Item 603. Last assessed to: Harriet J. Piercy, Trustee of the Harriet J. Piercy Separate Property Trust dated March 20, 2006. District 4 [$12,824]. Fund 65595 Excess Proceeds from Tax Sale.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the claim from Todd A. Hewett for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 693064004-6;
2. Approve the claim from Kimberly D. Harnett for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 693064004-6;
3. Deny the claim from Tracy Ettinghoff, attorney for The Club at Shenandoah Springs;
4. Deny the claim from Tri Palm Unified Owners Association;
5. Deny the claim from Harriet J. Piercy, Trustee, last assessee;
6. Authorize and direct the Auditor-Controller to issue warrants to Todd A. Hewett in the amount of $6,412.43 and Kimberly D. Harnett in the amount of $6,412.42, no sooner than ninety days from the date of this order, unless an appeal has been filed in Superior Court, pursuant to the California Revenue and Taxation Code Section 4675.

Policy

Don Kent
Don Kent, Treasurer-Tax Collector 10/14/2016

BACKGROUND:

Summary

In accordance with Section 3691 et seq. of the California Revenue and Taxation Code, and with prior approval of the Board of Supervisors, The Tax Collector conducted the May 5, 2015 public auction sale. The deed conveying title to the purchasers at the auction was recorded June 18, 2015. Further, as required by Section 4676 of the California Revenue and Taxation Code, notice of the right to claim excess proceeds was given on July 22, 2015, to parties of interest as defined in Section 4675 of said code. Parties of interest have been determined by an examination of lot book reports as well as Assessor's and Recorder's records, and various research methods were used to obtain current mailing addresses for these parties of interest.

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	$ 12,824	$ 0	$ 12,824	$ 0
NET COUNTY COST	$ 0	$ 0	$ 0	$ 0

SOURCE OF FUNDS: Fund 65595 Excess Proceeds from Tax Sale

Budget Adjustment: No

For Fiscal Year: 16/17

C.E.O. RECOMMENDATION: APPROVE

BACKGROUND:
Summary (continued)

The Treasurer-Tax Collector has received five claims for excess proceeds:

1. Claim from Todd A. Hewett based on a Deed of Trust with Assignment of Rents recorded March 29, 2007 as Instrument No. 2007-0214563 and an Affidavit to Comply with the Provisions of California Probate Code Section 13101 recorded January 19, 2012 as Instrument No. 2012-0023675.
2. Claim from Kimberly D. Harnett based on a Deed of Trust with Assignment of Rents recorded March 29, 2007 as Instrument No. 2007-0214563 and an Affidavit to Comply with the Provisions of California Probate Code Section 13101 recorded January 19, 2012 as Instrument No. 2012-0023675.
3. Claim from Tracy Ettinghoff, attorney for The Club at Shenandoah Springs based on a Notice of Delinquent Assessment recorded June 7, 2013 as Instrument No. 2013-0271960.
4. Claim from Tri Palm Unified Owners Association based on a Notice of Delinquent Assessment recorded October 15, 2013 as Instrument No. 2013-0491659.
5. Claim from Harriet J. Piercy, Trustee based on a Grant Deed recorded March 29, 2007 as Instrument No. 2007-0214562.

Pursuant to Section 4675 of the California Revenue and Taxation Code, it is the recommendation of this office that Todd A. Hewett be awarded excess proceeds in the amount of $6,412.43 and Kimberly D. Harnett be awarded excess proceeds in the amount of $6,412.42. Since the amount claimed by Todd A. Hewett and Kimberly D. Harnett exceeds the amount of excess proceeds available, there are no funds available for consideration for the claims from Tracy Ettinghoff, attorney for The Club at Shenandoah Springs, Tri Palm Unified Owners

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

Association and Harriet J. Piercy, Trustee. Supporting documentation has been provided. The Tax Collector requests approval of the above recommended motion. Notice of this recommendation was sent to the claimants by certified mail.

Impact on Residents and Businesses

Excess proceeds are being released to the Deed of Trust holders of the property.

ATTACHMENTS (if any, in this order):

ATTACHMENT A. **Claim_Hewett**

ATTACHMENT B. **Claim_Harnett**

ATTACHMENT C. **Claim_ShenandoahSprings**

ATTACHMENT D. **Claim_TriPalmUOA**

ATTACHMENT E. **Claim_Piercy**

CLAIM FOR EXCESS PROCEEDS FROM THE SALE OF TAX-DEFAULTED PROPERTY
(SEE REVERSE SIDE FOR FURTHER INSTRUCTIONS)

To: **Don Kent, Treasurer-Tax Collector**

Re: **Claim for Excess Proceeds**

TC 203 Item 603 Assessment No.: 693064004-6

Assessee: PIERCY, HARRIET J TR

Situs: 73251 PINE VALLEY DR THOUSAND PALMS 92276

Date Sold: May 5, 2015

Date Deed to Purchaser Recorded: June 18, 2015

Final Date to Submit Claim: June 20, 2016

RECEIVED
2016 APR 12 PM 3:37
RIVERSIDE COUNTY
TREAS-TAX COLLECTOR

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of $ 12,824.85 from the sale of the above mentioned real property. I/We were the ☒ lienholder(s), ☒ property owner(s) **[check in one box]** at the time of the sale of the property as is evidenced by Riverside County Recorder's Document No. 2-50596 ; recorded on MARCH 14, 2007 A copy of this document is attached hereto. I/We are the rightful claimants by virtue of the attached assignment of interest. I/We have listed below and attached hereto each item of documentation supporting the claim submitted.

NOTE: YOUR CLAIM WILL NOT BE CONSIDERED UNLESS THE DOCUMENTATION IS ATTACHED.

We, the below listed Claimants, are the sole successors of Jackie N. Hewett. The enclosed documents show proof of this, as well as, the secured Deed of trust 73251 Pine Valley Dr. Harriet J. Piercy defaulted on her NOTE, the enclosed Deed of trust and we feel that all excess proceeds should be legally distributed to Todd Hewett and Kimberly Harnett.

If the property is held in Joint Tenancy, the taxsale process has severed this Joint Tenancy, and all Joint Tenants will have to sign the claim unless the claimant submits proof that he or she is entitled to the full amount of the claim, the claimant may only receive his or her respective portion of the claim.

I/We affirm under penalty of perjury that the foregoing is true and correct.

Executed this 5th day of April, 2016 at Orange, CA
County, State

Todd Hewett
Signature of Claimant

TODD A. HEWETT (SON)
Print Name

45551 SHARON DR.
Street Address

LA PAIMA CA. 90623
City, State, Zip

562-619-0110
Phone Number

Kimberly D Harnett
Signature of Claimant

Kimberly D. Harnett (Daughte
Print Name

1801 Celeste Lane
Street Address

Fuller
City, State, Zip

714
Phone Numbe

Todd Hewett
Vice President

CELL (562) 619-
FAX (949) 366-
river4551@ca.rr

Vernon Firemen's Association • Local 2312
P.O. Box 58386 • Vernon, Cal

Attachment: A. EP 203-603 Claim_Hewett (2419 : EP 203-603)

County Administrative Center- 4th Floor
4080 Lemon Street, P.O. Box 12005
Riverside, CA 92502-2205
(951) 955-3900
(951) 955-3990 - Fax

E-mail: ttc@co.riverside.ca.us
www.countytreasurer.org

COUNTY OF RIVERSIDE
TREASURER-TAX COLLECTOR

Palm Desert Office
38-686 El Cerrito Road
Palm Desert, CA 92211

Temecula Office
40935 County Center Drive, Suite C
Temecula, CA 92591

July 22, 2015

TODD HEWETT & KIMBERLY HARNETT
4551 SHARON DR
LA PALMA, CA 90623

Re: EXCESS PROCEEDS FROM SALE OF TAX DEFAULTED PROPERTY

Assessment No.: 693064004-6 Item: 603
Situs Address: 73251 Pine Valley Dr Thousand Palms 92276
Assessee: Piercy, Harriet J Tr
Date Sold: May 5, 2015
Date Deed to Purchaser Recorded: June 18, 2015
Final Date to Submit Claim: June 20, 2016

Dear Sir or Madame:

The property referenced above was declared subject to the Tax Collector's power of sale for non-payment of taxes and later sold. Parties of Interest, as defined in Section 4675 of the California Revenue and Taxation Code (e.g., the last assessee and any lienholders of record), have a right to file a claim for any excess proceeds that remain after the tax liens and the costs of the sale have been satisfied. Our records show that you may be a party of interest, and we are enclosing for your convenience a claim form and a return envelope. Please note that your claim must be filed within one year of the date the deed to the purchaser was recorded (shown above). By law, we cannot accept claims after one year from this recording date. Claims submitted will be evaluated by our legal counsel and awarded in accordance with state law. The submission of a claim merely initiates that review.

The enclosed form is relatively simple and we must stress that most applicants will be able to fill it out without help. However, if you need help, please feel free to contact our office by mail, telephone or in person and we will help you without charge. You may telephone us at (951) 955-3336.

If you prefer to have an agent file your claim for you, or if you should decide to sell your claim (often referred to as "assignment") so that the purchaser of the claim may receive the funds, please advise us and we will send the proper form.

Please note also that the statutory procedures and the County's internal procedures dictate that most claims will not be processed until at least twenty (20) months following the date of recordation of the tax deed.

Sincerely,

DON KENT
TREASURER-TAX COLLECTOR

By *Jennifer Pazieni*
Deputy

117-170(Rev. 5-03)

Attachment: A. EP 203-603 Claim_Hewett (2419 : EP 203-603)

Recording Requested By
First American Title Company
Riverside Resale

RECORDING REQUESTED BY:
First American Title
AND WHEN RECORDED MAIL TO:
Jack Hewett
69333 E. Palm Canyon Dr #89
Cathedral City, CA 92234

270804O-04

DOC # 2007-0214563
03/29/2007 08:00A Fee:25.00
Page 1 of 4
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder

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									006

A.P.N.: 653-094-004-7 Title Order No. 27

DEED OF TRUST WITH ASSIGNMENT OF RENTS

25

T
006

(SHORT FORM)

THIS DEED OF TRUST, made this **Fourteenth day of March, 2007,** between

TRUSTOR: HARRIET J. PIERCY, Trustee of the Harriet J. Piercy Separate Property Trust dated March 20, 2006
whose address is 33187 Hixon Street, Wildomar, CA 92595, and

TRUSTEE: First American Title, a California Corporation, and

BENEFICIARY: JACK HEWETT, AN UNMARRIED MAN

Witnesseth: That Trustor grants to Trustee in trust, with power of sale, that property in the **unincorporated area of Riverside** County, State of California, described as:

Lot 246 of Tract 2462, as per map recorded in Book 45, Pages 24 to 33, Inclusive of Maps in the Office of the County Recorder of said County.

THIS DEED OF TRUST IS GIVEN TO SECURE A PORTION OF THE PURCHASE PRICE OF THE HEREIN DESCRIBED PROPERTY.

In the event of sale or transfer of property covered by this Note, Deed of Trust and Security Agreement, all sums secured hereby, may at the option of the holder become immediately due and payable.

The Note secured by this Deed of Trust is further secured by Security Agreement covering 1965 Bel Aire mobilehome, bearing serial number S1446 and insignia number 211311. Said mobilehome is located on the herein described real property.

Together with the rents, issues and profits thereof, subject, however, to the right, power and authority given to and conferred upon Beneficiary to collect and apply such rents, issues and profits for the purpose of securing (1) payment of the sum of **$35,000.00** with interest thereon according to the terms of a promissory Note or Notes of even date herewith made by Trustor, payable to order by Beneficiary, and extensions or renewals thereof, (2) the performance of each agreement of Trustor incorporated by reference or contained herein and (3) payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or his successors or assigns, when evidenced by a promissory Note or Notes reciting that they are secured by this Deed of Trust.

To protect the security of this Deed of Trust, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in Subdivision A, and it is mutually agreed that each and all of the terms and provisions set forth in Subdivision B of the fictitious deed of trust recorded in Orange County August 17, 1964, and in all other counties August 18, 1964, in the book and page of Official Records in the office of the County Recorder of the county where said property is located, noted below opposite the name of such county, namely:

Attachment: A. EP 203-603 Claim_Hewett (2419 : EP 203-603)

A.P.N.: 653-094-004-7

County	Book	Page	County	Book	Page	County	Book	Page	County	Book	Page
Alameda	1288	556	Kings	858	713	Placer	1028	379	Sierra	38	187
Alpine	3	130-31	Lake	437	110	Plumas	166	1307	Siskiyou	506	762
Amador	133	438	Lassen	192	367	Riverside	3778	347	Solano	1287	621
Butte	1330	513	Los Angeles	T-3878	874	Sacramento	5039	124	Sonoma	2067	427
Calaveras	185	338	Madera	911	136	San Benito	300	405	Stanislaus	1970	56
Colusa	323	391	Marin	1849	122	San Bernardino	6213	768	Sutter	655	585
Contra Costa	4684	1	Mariposa	90	453	San Francisco	A-804	596	Tehama	457	183
Del Norte	101	549	Mendocino	667	99	San Joaquin	2855	283	Trinity	108	595
El Dorado	704	635	Merced	1660	753	San Luis Obispo	1311	137	Tulare	2530	108
Fresno	5052	623	Modoc	191	93	San Mateo	4778	175	Tuolumne	177	160
Glenn	469	76	Mono	69	302	Santa Barbara	2065	881	Ventura	2607	237
Humboldt	801	83	Monterey	357	239	Santa Clara	664	6626	Yola	769	16
Imperial	1189	701	Napa	704	742	Santa Cruz	1638	607	Yuba	398	693
Inyo	165	672	Nevada	363	94	Shasta	800	633			
Kern	3756	690	Orange	7182	18	San Diego SERIES 5 Book 1964, Page 14977					

shall inure to and bind the parties hereto, with respect to the property above described. Said agreements, terms and provisions contained in said subdivisions A and B (identical in all counties, and printed on pages 3 and 4 hereof) are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as if set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefor does not exceed the maximum allowed by law.

The undersigned Trustor, requests that a copy of any Notice of Default and any Notice of Sale hereunder be mailed to him at his address hereinbefore set forth.

Signature of Trustor(s)

THE HARRIET J. PIERCY SEPARATE PROPERTY TRUST

Harriet J. Piercy, Trustee

Document Date: March 14, 2007

STATE OF California)
) ss
COUNTY OF San Diego)

On March 16, 2007 before me, Jill P. Farabelli, a Notary Public, personally appeared Harriet J. Piercy, personally known to me (or ~~proved to me on the basis of satisfactory evidence~~) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Jill P. Farabelli

This area for official notarial seal.

JILL P. FARABELLI
Commission # 1411576
Notary Public - California
San Diego County
My Comm. Expires Apr 15, 2007

Attachment: A. EP 203-603 Claim_Hewett (2419 : EP 203-603)

A.P.N. 653-094-004-7

DO NOT RECORD

The following is a copy of Subdivisions A and B of the fictitious Deed of Trust, recorded in each county in California, as stated in the foregoing Deed of Trust and incorporated by reference in said Deed of Trust as being a part thereof as if set forth at length therein.

A. To protect the security of this Deed of Trust, Trustor agrees:

(1) To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefore; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

(2) To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.

(4) To pay: at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all incumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any incumbrance, charge or lien which in the judgement of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

(5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount called for in the note secured hereby, or at the amount allowed by law at date of expenditure, whichever is greater and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

B. It is mutually agreed:

(1) That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in this same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

(2) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

(3) That at any time or from time to time, without liability therefore and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

(4) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee is such reconveyance may be described as "the person or persons legally entitled thereto." Five years after issuance of such full reconveyance, Trustee may destroy said note and this Deed (unless directed in such request to retain them.)

(5) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable, Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(6) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in

Attachment: A. EP 203-603 Claim_Hewett (2419 : EP 203-603)

A.P.N.: 653-094-004-7

separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

(7) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this deed is recorded and the name and address of the new Trustee.

(8) That this Deed applies to, insures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the note secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so required, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

(9) That Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or Proceeding in which Trustor, Beneficiary or Trustee shall be party unless brought by Trustee.

----------DO NOT RECORD----------

REQUEST FOR FULL RECONVEYANCE

To be used only when note has been paid.

To: **First American Title, Trustee**

Dated: _____

The undersigned is the legal owner and holder of all indebtedness secured by the within Deed of Trust. All sums secured by said Deed of Trust have been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel all evidences of indebtedness, secured by said Deed of Trust, delivered to you herewith together with said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, the estate now held by you under the same.

Mail Reconveyance to:

_____

_____

_____

_____

ALL CURRENT BENEFICIARIES SIGN BELOW

_____

_____

_____

_____

Do not lose or destroy this Deed of Trust OR THE NOTE which it secures.
Both must be delivered to the Trustee for cancellation before reconveyance will be made.

Short Form
DEED OF TRUST
WITH POWER OF SALE
(INDIVIDUAL)

First American Title Insurance Co.
AS TRUSTEE

Attachment: A. EP 203-603 Claim_Hewett (2419 : EP 203-603)

DOC # 2012-0023675
01/19/2012

Customer Copy Label
The paper to which this label is affixed has not been compared with the recorded document
Larry W Ward
County of Riverside
Assessor, County Clerk & Recorder

Recording Requested by and
When recorded, return to:
SUZANNE KRAMER MORTON, ESQ.
BEWLEY, LASSLEBEN & MILLER, LLP
13215 E. Penn Street, Suite 510
Whittier, California 90602

AFFIDAVIT TO COMPLY WITH THE PROVISIONS OF CALIFORNIA PROBATE CODE SECTION 13101

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss.

The undersigned, being first duly sworn, deposes and says:

(1) The name of the decedent is JACKIE NEAL HEWETT, also known as JACK HEWETT.

(2) The date and place of the decedent's death is December 28, 2010 at Lake Elsinore, Calif.

(3) At least 40 days have elapsed since the death of the decedent, as shown in a certified copy of the decedent's death certificate attached hereto as Exhibit "A".

(4) No proceeding is now being or has been conducted in California for administration of the decedent's estate.

(5) The current gross fair market value of the decedent's real and personal property in California, excluding the property described in Section 13050 of the California Probate Code, does not exceed one hundred thousand dollars ($100,000).

(6) A description of the property of the decedent that should be paid, transferred or delivered to the affiants or declarants is described as:

Note Secured by Deed of Trust dated Mary 14, 2007 in the amount of $35,000 payable to Jack Hewett, an unmarried man due on or before March 29, 2012 with interest from March 29, 2007 until paid at the rate of seven percent (7%) per annum, payable at maturity, affecting real property located at 73251 Pine Valley Drive, Thousand Palms, California 92276

Attached hereto as Exhibit "B" is a true and correct copy of the Deed of Trust with Assignments of Rents dated March 14, 2007.

Note is also secured by Security Agreement covering 1965 Bel Aire mobile home, bearing decal number AAZ1687, serial numbers S1446, and insignia number 21131.

Attachment: A. EP 203-603 Claim_Hewett (2419 : EP 203-603)

Attached hereto as Exhibit "C" is a true and correct copy of the State of California Department of Housing and Community Development Certificate of Title.

(7) The name of the successors of the decedent (as defined in Section 13006 of the California Probate Code) to the described property is as follows:

Todd Hewett - son
Kimberly Harnett - daughter

(8) The affiants are the successors of the decedent (as defined in Section 13006 of the California Probate Code) to the decedent's interest in the described property.

(9) No other person has a superior right to the interest of the decedent in the described property.

(10) Affiants request that the described property be paid, delivered or transferred to Affiants.

(11) Affiants affirm under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on January 18, 2012 at _____, California.

Todd Hewett
TODD HEWETT, Affiant

Kimberly D Harnett
KIMBERLY HARNETT, Affiant

STATE OF CALIFORNIA)
) ss
COUNTY OF ORANGE)

Subscribed and sworn to me on this 18 day of January, 2012 by TODD HEWETT, proved to me to me on the basis of satisfactory evidence to be the person who appeared before me.

BEVERLY A. COMSTOCK
Commission # 1865259
Notary Public - California
Los Angeles County
My Comm. Expires Oct 15, 2013

Notary Public in and for the State of California

Attachment: A. EP 203-603 Claim_Hewett (2419 : EP 203-603)

STATE OF CALIFORNIA)
) ss
COUNTY OF ORANGE)

Subscribed and sworn to me on this 18 day of January, 2012 by KIMBERLY HARNETT, proved to me to me on the basis of satisfactory evidence to be the person who appeared before me.

Notary Public in and for the State of California

BEVERLY A. COMSTOCK
Commission # 1865259
Notary Public - California
Los Angeles County
My Comm. Expires Oct 15, 2013

Attachment: A. EP 203-603 Claim_Hewett (2419 : EP 203-603)

EXHIBIT "A"

Attachment: A. EP 203-603 Claim_Hewett (2419 : EP 203-603)

STATE OF CALIFORNIA

CERTIFICATION OF VITAL RECORD

COUNTY OF RIVERSIDE

RIVERSIDE, CALIFORNIA

CERTIFICATE OF DEATH

(LOCAL REGISTRATION DISTRICT)

STATE FILE NUMBER: 3201033013123

LOCAL REGISTRATION NUMBER:

DECEDENT'S PERSONAL DATA

1. NAME OF DECEDENT – FIRST: JACKIE
2. MIDDLE: NEAL
3. LAST (Family): HEWETT
3a. ALSO KNOWN AS – Include AKA (FIRST, MIDDLE, LAST): JACK - HEWETT
4. DATE OF BIRTH: 06/14/1935
5. AGE: 75
6. IF UNDER ONE YEAR: Months / Days
7. IF UNDER 24 HOURS: Hours / Minutes
8. SEX: M
9. BIRTH STATE/FOREIGN COUNTRY: AR
11. EVER IN U.S. ARMED FORCES?: [X] YES [ ] NO [ ] UNK
12. MARITAL STATUS/REGISTERED DOMESTIC PARTNERSHIP STATUS: DIVORCED
13. DATE OF DEATH: 12/28/2010
14. HOUR: 0948
15. EDUCATION – Highest Level/Degree completed in life: HS GRADUATE
16. WAS DECEDENT HISPANIC/LATINO/SPANISH?: [ ] YES [X] NO
17. DECEDENT'S RACE – Up to 3 races may be listed: WHITE
18. USUAL OCCUPATION – Type of work for most of life. DO NOT USE RETIRED: SALESMAN
19. KIND OF BUSINESS OR INDUSTRY: TOOLS
20. YEARS IN OCCUPATION: 35

USUAL RESIDENCE

21. DECEDENT'S RESIDENCE: 32500 RIVERSIDE DR. D-1
22. CITY: LAKE ELSINORE
23. COUNTY/PROVINCE: RIVERSIDE
24. ZIP CODE: 92530
25. YEARS IN COUNTY: 10
26. STATE/FOREIGN COUNTRY: CA

INFORMANT

27. INFORMANT'S NAME, RELATIONSHIP: TODD HEWETT, SON
28. INFORMANT'S MAILING ADDRESS: 4551 SHARON DR., LA PALMA, CA 90623

SPOUSE/DOMESTIC PARTNER AND PARENT INFORMATION

29. NAME OF SURVIVING SPOUSE/DOMESTIC PARTNER – FIRST:
30. MIDDLE:
30a. LAST (BIRTH NAME):
31. NAME OF FATHER/PARENT – FIRST: UNK.
32. MIDDLE:
33. LAST: HEWETT
34. BIRTH STATE: AR
35. NAME OF MOTHER/PARENT – FIRST: ALICE
36. MIDDLE: VIOLA
37. LAST (BIRTH NAME): THORNTON
38. BIRTH STATE: AR

FUNERAL DIRECTOR/LOCAL REGISTRAR

39. DISPOSITION DATE: 01/03/2011
40. PLACE OF FINAL DISPOSITION: RES: TODD HEWETT 4551 SHARON DR., LA PALMA, CA 90623
41. TYPE OF DISPOSITION(S): CR/RES
42. SIGNATURE OF EMBALMER: NOT EMBALMED
43. LICENSE NUMBER:
44. NAME OF FUNERAL ESTABLISHMENT: OPTIONS FUNERAL AND CREMATION SERVICE
45. LICENSE NUMBER: FD1642
46. SIGNATURE OF LOCAL REGISTRAR: ERIC K. FRYKMAN, M.D.
47. DATE: 01/03/2011

PLACE OF DEATH

100. PLACE OF DEATH: RESIDENCE
100a. IF HOSPITAL – SPECIFY ONE: [ ] ER/OP [ ] DOA
100b. IF OTHER THAN HOSPITAL – SPECIFY ONE: [ ] Hospice [ ] Nursing Home/LTC [X] Residence [ ] Other
101. COUNTY: RIVERSIDE
102. FACILITY ADDRESS OR LOCATION WHERE FOUND: 32500 RIVERSIDE DR. D-1
103. CITY: LAKE ELSINORE

CAUSE OF DEATH

104. IMMEDIATE CAUSE: ATHEROSCLEROTIC CORONARY ARTERY DISEASE
(a) YEARS: 2010-10143
105. DUE TO OR AS A CONSEQUENCE OF: [X] YES [ ] NO
(b)
106. AUTOPSY PERFORMED?: [ ] YES [X] NO
(c)
107. AUTOPSY PERFORMED?: [ ] YES [X] NO
(d)
108. DID INJURY CONTRIBUTE TO DEATH?: [ ] YES [X] NO
109. OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH BUT NOT RESULTING IN THE UNDERLYING CAUSE GIVEN IN 104: HYPERTENSION
110. WAS OPERATION PERFORMED FOR ANY CONDITION IN ITEM 104 OR 105?: NO
110a. IF FEMALE, PREGNANT IN LAST YEAR?: [ ] YES [ ] NO [ ] UNK

CERTIFICATION

111. I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE DEATH OCCURRED AT THE HOUR, DATE AND PLACE STATED FROM THE CAUSES STATED.
112. SIGNATURE AND TITLE OF CERTIFIER: MICHAEL FRANCIS FELONG M.D.
113. LICENSE NUMBER: G51366
114. DATE: 01/03/2011
115. TYPE, ATTENDED DECEDENT'S PAST 3 YEARS?: 07/03/2007 to 01/07/2010
116. ADDRESS, ZIP CODE: 28645 RANCHO CALIFORNIA RD # 134, TEMECULA, CA 92591
MICHAEL FRANCIS FELONG M.D.

CORONER'S USE ONLY

117. I CERTIFY THAT IN MY OPINION DEATH OCCURRED AT THE HOUR, DATE AND PLACE STATED FROM THE CAUSES STATED.
MANNER OF DEATH: [ ] Natural [ ] Accident [ ] Homicide [ ] Suicide [ ] Pending Investigation [ ] Could not be determined
118. INJURED AT WORK?: [ ] YES [ ] NO [ ] UNK
119. INJURY DATE:
120. HOUR:
121. PLACE OF INJURY (e.g., home, construction site, industrial area, etc.):
122. DESCRIBE HOW INJURY OCCURRED:
123. LOCATION OF INJURY:
124. SIGNATURE OF CORONER / DEPUTY CORONER:
125. DATE:
126. TYPE NAME, TITLE OF CORONER / DEPUTY CORONER:

STATE REGISTRAR: A [ ] B [ ] C [ ] D [ ] E [ ]
FAX AUTH #:
CENSUS TRACT:

CERTIFIED COPY OF VITAL RECORDS

STATE OF CALIFORNIA
COUNTY OF RIVERSIDE } ss

This is a true and exact reproduction of the document officially registered and placed on file in the office of the County of Riverside, Department of Health.

DATE ISSUED: Jan 6, 2011

Eric Frykman, M.D., Local Registrar
RIVERSIDE COUNTY, CALIFORNIA

0 0 0 9 1 7 8 5 6

This copy not valid unless prepared on engraved border displaying seal and signature of Registrar.

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

Attachment: A. EP 203-603 Claim_Hewett (2419 : EP 203-603)

EXHIBIT "B"

Attachment: A. EP 203-603 Claim_Hewett (2419 : EP 203-603)

Requested By
First American Title Company
Riverside Resale

RECORDING REQUESTED BY:
First American Title
AND WHEN RECORDED MAIL TO:
Jack Hewett
69333 E. Palm Canyon Dr #89
Cathedral City, CA 92234

2708640-44

DOC # 2007-0214563
03/29/2007 08:00A Fee:25.00
Page 1 of 4
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder

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A.P.N.: 653-094-004-7 Title Order No. 27

DEED OF TRUST WITH ASSIGNMENT OF RENTS

(SHORT FORM)

25

T
006

THIS DEED OF TRUST, made this **Fourteenth day of March, 2007,** between

TRUSTOR: HARRIET J. PIERCY, Trustee of the Harriet J. Piercy Separate Property Trust dated March 20, 2006
whose address is 33187 Hixon Street, Wildomar, CA 92595, and

TRUSTEE: First American Title, a California Corporation, and

BENEFICIARY: JACK HEWETT, AN UNMARRIED MAN

Witnesseth: That Trustor grants to Trustee in trust, with power of sale, that property in the unincorporated area of Riverside County, State of California, described as:

Lot 246 of Tract 2462, as per map recorded in Book 45, Pages 24 to 33, Inclusive of Maps in the Office of the County Recorder of said County.

THIS DEED OF TRUST IS GIVEN TO SECURE A PORTION OF THE PURCHASE PRICE OF THE HEREIN DESCRIBED PROPERTY.

In the event of sale or transfer of property covered by this Note, Deed of Trust and Security Agreement, all sums secured hereby, may at the option of the holder become immediately due and payable.

The Note secured by this Deed of Trust is further secured by Security Agreement covering 1965 Bel Aire mobilehome, bearing serial number S1446 and insignia number 211311. Said mobilehome is located on the herein described real property.

Together with the rents, issues and profits thereof, subject, however, to the right, power and authority given to and conferred upon Beneficiary to collect and apply such rents, issues and profits for the purpose of securing (1) payment of the sum of $35,000.00 with interest thereon according to the terms of a promissory Note or Notes of even date herewith made by Trustor, payable to order by Beneficiary, and extensions or renewals thereof, (2) the performance of each agreement of Trustor incorporated by reference or contained herein and (3) payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or his successors or assigns, when evidenced by a promissory Note or Notes reciting that they are secured by this Deed of Trust.

To protect the security of this Deed of Trust, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in Subdivision A, and it is mutually agreed that each and all of the terms and provisions set forth in Subdivision B of the fictitious deed of trust recorded in Orange County August 17, 1964, and in all other counties August 18, 1964, in the book and page of Official Records in the office of the County Recorder of the county where said property is located, noted below opposite the name of such county, namely:

Attachment: A. EP 203-603 Claim_Hewett (2419 : EP 203-603)

A.P.N.: 653-094-004-7

County	Book	Page	County	Book	Page	County	Book	Page	County	Book	Page
Alameda	1288	556	Kings	858	713	Placer	1028	379	Sierra	38	187
Alpine	3	130-31	Lake	437	110	Plumas	166	1307	Siskiyou	506	762
Amador	133	438	Lassen	192	367	Riverside	3778	347	Solano	1287	621
Butte	1330	513	Los Angeles	T-3878	874	Sacramento	5039	124	Sonoma	2067	427
Calaveras	185	338	Madera	911	136	San Benito	300	405	Stanislaus	1970	56
Colusa	323	391	Marin	1849	122	San Bernardino	6213	768	Sutter	655	585
Contra Costa	4684	1	Mariposa	90	453	San Francisco	A-804	596	Tehama	457	183
Del Norte	101	549	Mendocino	667	99	San Joaquin	2855	283	Trinity	108	595
El Dorado	704	635	Merced	1660	753	San Luis Obispo	1311	137	Tulare	2530	108
Fresno	5052	623	Modoc	191	93	San Mateo	4778	175	Tuolumne	177	160
Glenn	469	76	Mono	69	302	Santa Barbara	2065	881	Ventura	2607	237
Humboldt	801	83	Monterey	357	239	Santa Clara	664	6626	Yolo	769	16
Imperial	1189	701	Napa	704	742	Santa Cruz	1638	607	Yuba	398	693
Inyo	165	672	Nevada	363	94	Shasta	800	633			
Kern	3756	690	Orange	7182	18	San Diego SERIES 5 Book 1964, Page 14977					

shall inure to and bind the parties hereto, with respect to the property above described. Said agreements, terms and provisions contained in said subdivisions A and B (identical in all counties, and printed on pages 3 and 4 hereof) are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as if set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefor does not exceed the maximum allowed by law.

The undersigned Trustor, requests that a copy of any Notice of Default and any Notice of Sale hereunder be mailed to him at his address hereinbefore set forth.

Signature of Trustor(s)

THE HARRIET J. PIERCY SEPARATE PROPERTY TRUST

Harriet J. Piercy, Trustee

Document Date: March 14, 2007

STATE OF California)ss
COUNTY OF San Diego)
On March 16, 2007 before me, Jill P. Farabelli, a Notary Public,
personally appeared Harriet J. Piercy,
personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Jill P. Farabelli

This area for official notarial seal.

JILL P. FARABELLI
Commission # 1411576
Notary Public - California
San Diego County
My Comm. Expires Apr 15, 2007

Attachment: A. EP 203-603 Claim_Hewett (2419 : EP 203-603)

A.P.N. 653-094-004-7

DO NOT RECORD

The following is a copy of Subdivisions A and B of the fictitious Deed of Trust, recorded in each county in California, as stated in the foregoing Deed of Trust and incorporated by reference in said Deed of Trust as being a part thereof as if set forth at length therein.

A. To protect the security of this Deed of Trust, Trustor agrees:

(1) To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefore; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

(2) To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.

(4) To pay: at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all incumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any incumbrance, charge or lien which in the judgement of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

(5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount called for in the note secured hereby, or at the amount allowed by law at date of expenditure, whichever is greater and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

B. It is mutually agreed:

(1) That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in this same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

(2) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

(3) That at any time or from time to time, without liability therefore and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

(4) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto." Five years after issuance of such full reconveyance, Trustee may destroy said note and this Deed (unless directed in such request to retain them.)

(5) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(6) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in

Attachment: A. EP 203-603 Claim_Hewett (2419 : EP 203-603)

A.P.N.: 653-094-004-7

separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

(7) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this deed is recorded and the name and address of the new Trustee.

(8) That this Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the note secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so required, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

(9) That Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or Proceeding in which Trustor, Beneficiary or Trustee shall be party unless brought by Trustee.

----------DO NOT RECORD----------

REQUEST FOR FULL RECONVEYANCE

To be used only when note has been paid.

To: **First American Title, Trustee**

Dated: _____

The undersigned is the legal owner and holder of all indebtedness secured by the within Deed of Trust. All sums secured by said Deed of Trust have been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel all evidences of indebtedness, secured by said Deed of Trust, delivered to you herewith together with said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, the estate now held by you under the same.

Mail Reconveyance to:

_____

_____

_____

_____

ALL CURRENT BENEFICIARIES SIGN BELOW

_____

_____

_____

_____

Do not lose or destroy this Deed of Trust OR THE NOTE which it secures.
Both must be delivered to the Trustee for cancellation before reconveyance will be made.

Short Form
DEED OF TRUST
WITH POWER OF SALE
(INDIVIDUAL)

First American Title Insurance Co.
AS TRUSTEE

Attachment: A. EP 203-603 Claim_Hewett (2419 : EP 203-603)

EXHIBIT "C"

Attachment: A. EP 203-603 Claim_Hewett (2419 : EP 203-603)

STATE OF CALIFORNIA - DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

CERTIFICATE OF TITLE

Manufactured Home

Decal No: AAZ1687

Manufacturer ID/Name	Trade Name	Model	DOM	DFS	RY	Exp. Date
	BEL AIRE			00/00/1985	1965	Nov 30, 2007

Serial Number	Label/Insignia Number	Weight	Length	Width	SPC	SCC	Exempt	Use	Type
S1446	21131		48'	12'	AAL	33		SFD	ILT

Issued	Total Fees Paid
Jun 26, 2007	$874.00

Addressee
JACK HEWETT
69333 EAST PALM CANYON 89
CATHEDRAL CITY, CA 92234

Registered Owner(s)
HARRIET J PIERCY SEPARATE PROPERTY
TRUST 032096
33187 HIXON ST
WILDOMAR, CA 92595

Situs Address
73251 PINE VALLEY
THOUSAND PALMS, CA 92276

Legal Owner(s)
JACK HEWETT
69333 EAST PALM CANYON 89
CATHEDRAL CITY, CA 92234
Lien Perfected On: 05/29/07 11:03:01 AM

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
EUREKA

IMPORTANT
THE OWNER INFORMATION SHOWN ABOVE MAY NOT REFLECT ALL LIENS RECORDED WITH THE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT AGAINST THE DESCRIBED UNIT. THE CURRENT TITLE STATUS OF THE UNIT MAY BE CONFIRMED THROUGH THE DEPARTMENT.

DTN: 4926116

Attachment: A. EP 203-603 Claim_Hewett (2419 : EP 203-603)

DEFAULTED

NOTE SECURED BY DEED OF TRUST

ESCROW NO.: 2-50596

STRAIGHT NOTE

$35,000.00 **PALM DESERT, CALIFORNIA** **MARCH 14, 2007**

ON OR BEFORE* March 29, 2012 for value received, I/We, promise to pay to

Jack Hewett, an Unmarried Man

or order, at **place designated by Beneficiary**, the sum of **Thirty Five Thousand And 00/100 Dollars ($35,000.00)** Dollars, with interest from *March 29, 2007 until paid, at the rate of 7.00 % per cent, per ____, payable at maturity.

*Dates to be inserted at escrow close

This note may be paid in full, or in part, at any time prior to maturity without penalty.

This Note is subject to Section 2966 of the Civil Code, which provides that the holder of this note shall give written notice to the Trustor, or his successor in interest, of prescribed information at least 90 and not more than 150 days before any balloon payment is due.

In the event of sale or transfer of property covered by this Note, Deed of Trust and Security Agreement, all sums secured hereby, may at the option of the holder, become immediately due and payable.

This Note is further secured by Security Agreement covering 1965 Bel Aire mobilehome, bearing decal number AAZ1687, serial numbers S1446, and insignia number 21131.

Each payment shall be credited first on interest then due and the remainder on principal sum; and interest shall thereupon cease upon the amount so credit on the said principal. Should default be made in payment of any installment when due the whole sum of principal and interest shall become immediately due at the option of the holder of this note. Principal and interest payable in lawful money of the United States of America. Should suit be commenced to collect this note or any portion thereof, such sum as the Court may deem reasonable shall be added hereto as attorney's fees. This note is secured by a Deed of Trust to **First American Title**, a California Corporation as Trustee, affecting the property located at: **73251 Pine Valley Drive, Thousand Palms, CA 92276**

Harriet J. Piercy , Trustee

DO NOT DESTROY THIS NOTE: When paid, said original Note, together with the Deed of Trust securing same, must be surrendered to Trustee for cancellation and retention before reconveyance will be made.

Attachment: A. EP 203-603 Claim_Hewett (2419 : EP 203-603)

SECURITY AGREEMENT
(PERSONAL PROPERTY)

THIS SECURITY AGREEMENT is made this **Fourteenth day of March, 2007** by and between **Harriet J. Piercy,** Trustee of the Harriet J. Piercy Separate Property Trust

of **33187 Hixon Street, Wildomar, CA 92595** County of **Riverside**, State of California, (hereinafter "Debtor")

and **Jack Hewett, an Unmarried Man**

of **73251 Pine Valley, Thousand Palms, CA 92276**, County of **Riverside**, State of California, (hereinafter "Secured Party").

WITNESSETH; That Debtor hereby grants to Secured Party a security interest in all that certain personal property (hereinafter to be referred to as "Security"), now owned or hereafter acquired (except consumer goods acquired more than ten (10) days after the Secured Party gives value, unless those goods are installed in or affixed to such property), and the proceeds and products thereof, described and situated as follows:

1965 Bel Aire mobilehome, bearing serial number S1446, and insignia number 21131.

Said mobilehome is located at 73251 Pine Valley, Thousand Palms, Ca 92276.

as security for the payment to Secured Party of **Thirty Five Thousand And 00/100 Dollars ($35,000.00) Dollars,** according to the terms and conditions of a certain Note Secured by Deed of Trust, of even date herewith.

This Security Agreement also secures: (a) any and all extensions or renewals of said promissory note; (b) the repayment of all sums, including but not limited to legal expenses, that may be advanced or incurred by Secured Party for the maintenance, protection or preservation of the Security, or any part thereof; (c) any and all other sums that may hereafter be advanced by Secured Party to or for the benefit of Debtor; (d) any and all other expenditures that may hereafter be made by Secured Party pursuant to the provisions hereof; and (e) any and all other debts and obligations of Debtor to Secured Party that may hereafter be incurred.

Debtor shall execute such Financing Statements and other documents and do such other acts and things as Secured Party may from time to time require to establish and maintain a valid, perfected security interest in the Security; and Debtor shall permit Secured Party and Secured Party's representatives to inspect the Security and/or the records pertaining thereto from time to time at any reasonable time.

Debtor shall keep the Security in good condition and repair, and shall not use it for any unlawful purpose; and shall not remove, nor permit to be removed, any part of the Security from the above premises without the prior written consent of Secured party, which shall not be unreasonably withheld; and shall provide, maintain and deliver to Secured Party physical damage and loss insurance policies covering the Security in amounts and with insurance companies satisfactory to Secured Party, naming Secured Party as loss payee, as Secured Party's interest may appear.

Debtor hereby declares and warrants to Secured Party that Debtor is the absolute and sole owner, and is in possession of all of the Security, and that the same is free and clear of all liens, encumbrances, adverse claims, and any other security interests. Debtor shall not sell or offer to sell or otherwise transfer the Security or any interest therein without the prior written consent of Secured Party; nor shall Debtor sell, assign or create or permit to exist any lien on or security interest in the Security in favor of anyone other than Secured Party, unless Secured Party consents thereto in writing. Debtor shall, upon Secured Party's request, remove any unauthorized lien or security interest on the Security, and defend any claims affecting the Security; and Debtor shall pay all charges against the Security, including but not limited to taxes, assessments, encumbrances and insurance, and upon Debtor's failure to do so, Secured Party may pay any such charge as it deems necessary and add the amount paid to the indebtedness of Debtor secured hereunder.

Attachment: A. EP 203-603 Claim_Hewett (2419 : EP 203-603)

If Debtor fails to make payment of any part of the principal or interest as provided in said promissory note at the time an in the manner therein specified, or if any breach be made of any obligation, promise or warranty of Debtor herein contained, then the whole principal sum unpaid on said promissory note, with accrued interest thereon, shall immediately become due and payable, without notice, at the option of Secured Party, and Secured Party, at its option, may: (a) sell, lease or otherwise dispose of the Security at public or private sale; unless the Security is perishable and threatens to decline speedily in value or is a type customarily sold on a recognized market, Secured Party will give Debtor at least ten (10) days prior written notice of the time and place of any public sale or of the time after which any private sale or any other intended disposition may be made; (b) retain the Security in satisfaction of the obligations secured hereby, with notice of such retention sent to Debtor as required by law; (c) notify any parties obligated on any of the Security consisting of accounts, instruments, chattel paper, choses in acting or the like to make payment to Secured Party and enforce collection of any of the Security herein; (d) require Debtor to assemble and deliver any of the Security to Secured Party at a reasonably convenient place designated by Secured Party: (e) apply all sums received or collected from or on account of the Security, including the proceeds of any sales thereof, to the payment of the costs and expenses incurred in preserving and enforcing the rights of Secured Party, including but not limited to reasonable attorney's fees, and the indebtedness secured hereby in such order and manner as Secured Party in its sole discretion determines; Secured Party shall account to Debtor for any surplus remaining thereafter, and shall pay such surplus to the party entitled thereto, including any second secured party who has made a proper demand upon Secured Party and has furnished proof to secured Party as requested in the manner provided by law; in like manner, Debtor agrees to pay to Secured Party without demand any deficiency after any Security has been disposed of and proceeds applied as aforesaid. Secured Party shall have all the rights and remedies of a secured party under the Uniform Commercial Code in any jurisdiction where enforcement is sought. Debtor agrees to pay all costs incurred by Secured Party in enforcing its rights under this Security Agreement, including but not limited to reasonable attorney's fees. All rights, powers and remedies of Secured Party hereunder shall be cumulative and not alternative. No delay on the part of Secured Party in the exercise of any other right or remedy or further exercise of the same remedy.

It is further agreed, subject to applicable law, that upon any sale of the Security according to law, or under the power herein given, that Secured Party may bid at said sale, or purchase the Security, or any part thereof at said sale.

Debtor warrants that if Debtor is a business entity, the execution, delivery and performance of the aforesaid promissory note and this Security Agreement are within its powers and have been duly authorized.

If more than one Debtor executes this Security Agreement, the obligations hereunder are joint and several. All words used herein in the singular shall be deemed to have been used in the plural when the context and construction so require. Any married person who signs this Security Agreement expressly agrees that recourse may be had against his/her separate property for all of his/her obligations to Secured Party.

This Security Agreement shall inure to the benefit of and bind Secured Party, its successors and assigns and each of the undersigned, their respective heirs, executors, administrators and successors in interest. Upon transfer by Secured Party of any part of the obligations secured hereby, Secured Party shall be fully discharged from all liability with respect to the Security transferred therewith.

Whenever possible each provision of this Security Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but, if any provision of this Security Agreement shall be prohibited or invalid under applicable law, such provisions shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Security Agreement.

IN WITNESS WHEREOF, Secured Party and Debtor have executed this instrument.

SECURED PARTY:

Jack Hewett

DEBTOR:

Harriet J. Piercy, Trustee

Attachment: A. EP 203-603 Claim_Hewett (2419 : EP 203-603)

SECURITY AGREEMENT
(PERSONAL PROPERTY)

THIS SECURITY AGREEMENT is made this **Fourteenth day of March, 2007** by and between **Harriet J. Piercy,**

of **33187 Hixon Street, Wildomar, CA 92595** County of **Riverside**, State of California, (hereinafter "Debtor")

and **Jack Hewett, an Unmarried Man**

of **73251 Pine Valley, Thousand Palms, CA 92276**, County of **Riverside**, State of California, (hereinafter "Secured Party").

WITNESSETH; That Debtor hereby grants to Secured Party a security interest in all that certain personal property (hereinafter to be referred to as "Security"), now owned or hereafter acquired (except consumer goods acquired more than ten (10) days after the Secured Party gives value, unless those goods are installed in or affixed to such property), and the proceeds and products thereof, described and situated as follows:

1965 Bel Aire mobilehome, bearing serial number S1446, and insignia number 21131.

Said mobilehome is located at 73251 Pine Valley, Thousand Palms, Ca 92276.

as security for the payment to Secured Party of **Thirty Five Thousand And 00/100 Dollars ($35,000.00) Dollars,** according to the terms and conditions of a certain Note Secured by Deed of Trust, of even date herewith.

This Security Agreement also secures: (a) any and all extensions or renewals of said promissory note; (b) the repayment of all sums, including but not limited to legal expenses, that may be advanced or incurred by Secured Party for the maintenance, protection or preservation of the Security, or any part thereof; (c) any and all other sums that may hereafter be advanced by Secured Party to or for the benefit of Debtor; (d) any and all other expenditures that may hereafter be made by Secured Party pursuant to the provisions hereof; and (e) any and all other debts and obligations of Debtor to Secured Party that may hereafter be incurred.

Debtor shall execute such Financing Statements and other documents and do such other acts and things as Secured Party may from time to time require to establish and maintain a valid, perfected security interest in the Security; and Debtor shall permit Secured Party and Secured Party's representatives to inspect the Security and/or the records pertaining thereto from time to time at any reasonable time.

Debtor shall keep the Security in good condition and repair, and shall not use it for any unlawful purpose; and shall not remove, nor permit to be removed, any part of the Security from the above premises without the prior written consent of Secured party, which shall not be unreasonably withheld; and shall provide, maintain and deliver to Secured Party physical damage and loss insurance policies covering the Security in amounts and with insurance companies satisfactory to Secured Party, naming Secured Party as loss payee, as Secured Party's interest may appear.

Debtor hereby declares and warrants to Secured Party that Debtor is the absolute and sole owner, and is in possession of all of the Security, and that the same is free and clear of all liens, encumbrances, adverse claims, and any other security interests. Debtor shall not sell or offer to sell or otherwise transfer the Security or any interest therein without the prior written consent of Secured Party; nor shall Debtor sell, assign or create or permit to exist any lien on or security interest in the Security in favor of anyone other than Secured Party, unless Secured Party consents thereto in writing. Debtor shall, upon Secured Party's request, remove any unauthorized lien or security interest on the Security, and defend any claims affecting the Security; and Debtor shall pay all charges against the Security, including but not limited to taxes, assessments, encumbrances and insurance, and upon Debtor's failure to do so, Secured Party may pay any such charge as it deems necessary and add the amount paid to the indebtedness of Debtor secured hereunder.

Attachment: A. EP 203-603 Claim_Hewett (2419 : EP 203-603)

If Debtor fails to make payment of any part of the principal or interest as provided in said promissory note at the time an in the manner therein specified, or if any breach be made of any obligation, promise or warranty of Debtor herein contained, then the whole principal sum unpaid on said promissory note, with accrued interest thereon, shall immediately become due and payable, without notice, at the option of Secured Party, and Secured Party, at its option, may: (a) sell, lease or otherwise dispose of the Security at public or private sale; unless the Security is perishable and threatens to decline speedily in value or is a type customarily sold on a recognized market, Secured Party will give Debtor at least ten (10) days prior written notice of the time and place of any public sale or of the time after which any private sale or any other intended disposition may be made; (b) retain the Security in satisfaction of the obligations secured hereby, with notice of such retention sent to Debtor as required by law; (c) notify any parties obligated on any of the Security consisting of accounts, instruments, chattel paper, choses in acting or the like to make payment to Secured Party and enforce collection of any of the Security herein; (d) require Debtor to assemble and deliver any of the Security to Secured Party at a reasonably convenient place designated by Secured Party: (e) apply all sums received or collected from or on account of the Security, including the proceeds of any sales thereof, to the payment of the costs and expenses incurred in preserving and enforcing the rights of Secured Party, including but not limited to reasonable attorney's fees, and the indebtedness secured hereby in such order and manner as Secured Party in its sole discretion determines; Secured Party shall account to Debtor for any surplus remaining thereafter, and shall pay such surplus to the party entitled thereto, including any second secured party who has made a proper demand upon Secured Party and has furnished proof to secured Party as requested in the manner provided by law; in like manner, Debtor agrees to pay to Secured Party without demand any deficiency after any Security has been disposed of and proceeds applied as aforesaid. Secured Party shall have all the rights and remedies of a secured party under the Uniform Commercial Code in any jurisdiction where enforcement is sought. Debtor agrees to pay all costs incurred by Secured Party in enforcing its rights under this Security Agreement, including but not limited to reasonable attorney's fees. All rights, powers and remedies of Secured Party hereunder shall be cumulative and not alternative. No delay on the part of Secured Party in the exercise of any other right or remedy or further exercise of the same remedy.

It is further agreed, subject to applicable law, that upon any sale of the Security according to law, or under the power herein given, that Secured Party may bid at said sale, or purchase the Security, or any part thereof at said sale.

Debtor warrants that if Debtor is a business entity, the execution, delivery and performance of the aforesaid promissory note and this Security Agreement are within its powers and have been duly authorized.

If more than one Debtor executes this Security Agreement, the obligations hereunder are joint and several. All words used herein in the singular shall be deemed to have been used in the plural when the context and construction so require. Any married person who signs this Security Agreement expressly agrees that recourse may be had against his/her separate property for all of his/her obligations to Secured Party.

This Security Agreement shall inure to the benefit of and bind Secured Party, its successors and assigns and each of the undersigned, their respective heirs, executors, administrators and successors in interest. Upon transfer by Secured Party of any part of the obligations secured hereby, Secured Party shall be fully discharged from all liability with respect to the Security transferred therewith.

Whenever possible each provision of this Security Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but, if any provision of this Security Agreement shall be prohibited or invalid under applicable law, such provisions shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Security Agreement.

IN WITNESS WHEREOF, Secured Party and Debtor have executed this instrument.

SECURED PARTY:

Jack Hewett

DEBTOR:

Harriet J. Piercy

Attachment: A. EP 203-603 Claim_Hewett (2419 : EP 203-603)

STATE OF CALIFORNIA

CERTIFICATION OF VITAL RECORD

COUNTY OF RIVERSIDE

RIVERSIDE, CALIFORNIA

CERTIFICATE OF DEATH

STATE OF CALIFORNIA
USE BLACK INK ONLY / NO ERASURES, WHITEOUTS OR ALTERATIONS
VS-11 (REV 2/08)

STATE FILE NUMBER

3201033013123

LOCAL REGISTRATION NUMBER

DECEDENT'S PERSONAL DATA

1. NAME OF DECEDENT– FIRST (Given): JACKIE
2. MIDDLE: NEAL
3. LAST (Family): HEWETT
AKA ALSO KNOWN AS – Include full AKA (FIRST, MIDDLE, LAST): JACK - HEWETT
4. DATE OF BIRTH mm/dd/ccyy: 06/14/1935
5. AGE Yrs: 75
IF UNDER ONE YEAR – Months / Days:
IF UNDER 24 HOURS – Hours / Minutes:
6. SEX: M
9. BIRTH STATE/FOREIGN COUNTRY: AR
11. EVER IN U.S. ARMED FORCES? [X] YES [ ] NO [ ] UNK
12. MARITAL STATUS/SRDP* (At Time of Death): DIVORCED
7. DATE OF DEATH mm/dd/ccyy: 12/28/2010 FND
8. HOUR (24 Hours): 0948
13. EDUCATION – Highest Level/Degree (see worksheet on back): HS GRADUATE
14/15. WAS DECEDENT HISPANIC/LATINO(A)/SPANISH? [ ] YES [X] NO
16. DECEDENT'S RACE – Up to 3 races may be listed (see worksheet on back): WHITE
17. USUAL OCCUPATION – Type of work for most of life DO NOT USE RETIRED: SALESMAN
18. KIND OF BUSINESS OR INDUSTRY (e.g., grocery store, road construction, employment agency, etc.): TOOLS
19. YEARS IN OCCUPATION: 35

USUAL RESIDENCE

20. DECEDENT'S RESIDENCE (Street and number, or location): 32500 RIVERSIDE DR. D-1
21. CITY: LAKE ELSINORE
22. COUNTY/PROVINCE: RIVERSIDE
23. ZIP CODE: 92530
24. YEARS IN COUNTY: 10
25. STATE/FOREIGN COUNTRY: CA

INFORMANT

26. INFORMANT'S NAME, RELATIONSHIP: TODD HEWETT, SON
27. INFORMANT'S MAILING ADDRESS (Street and number, or rural route number, city or town, state and zip): 4551 SHARON DR., LA PALMA, CA 90623

SPOUSE/SRDP AND PARENT INFORMATION

28. NAME OF SURVIVING SPOUSE/SRDP – FIRST: -
29. MIDDLE: -
30. LAST (BIRTH NAME): -
31. NAME OF FATHER/PARENT– FIRST: UNK
32. MIDDLE: -
33. LAST: HEWETT
34. BIRTH STATE: AR
35. NAME OF MOTHER/PARENT– FIRST: ALICE
36. MIDDLE: VIOLA
37. LAST (BIRTH NAME): THORNTON
38. BIRTH STATE: AR

FUNERAL DIRECTOR/ LOCAL REGISTRAR

39. DISPOSITION DATE mm/dd/ccyy: 01/03/2011
40. PLACE OF FINAL DISPOSITION: RES. TODD HEWETT 4551 SHARON DR., LA PALMA, CA 90623
41. TYPE OF DISPOSITION(S): CR/RES
42. SIGNATURE OF EMBALMER: NOT EMBALMED
43. LICENSE NUMBER: -
44. NAME OF FUNERAL ESTABLISHMENT: OPTIONS FUNERAL AND CREMATION SERVICE
45. LICENSE NUMBER: FD1542
46. SIGNATURE OF LOCAL REGISTRAR: ERIC K. FRYKMAN, M.D.
47. DATE mm/dd/ccyy: 01/03/2011

PLACE OF DEATH

101. PLACE OF DEATH: RESIDENCE
102. IF HOSPITAL, SPECIFY ONE: [ ] IP [ ] ER/OP [ ] DOA
103. IF OTHER THAN HOSPITAL, SPECIFY ONE: [ ] Hospice [ ] Nursing Home/LTC [X] Decedent's Home [ ] Other
104. COUNTY: RIVERSIDE
105. FACILITY ADDRESS OR LOCATION WHERE FOUND (Street and number, or location): 32500 RIVERSIDE DR D-1
106. CITY: LAKE ELSINORE

CAUSE OF DEATH

107. CAUSE OF DEATH — Enter the chain of events — diseases, injuries, or complications — that directly caused the death. DO NOT enter terminal events such as cardiac arrest, respiratory arrest, or ventricular fibrillation without showing the etiology. DO NOT ABBREVIATE
IMMEDIATE CAUSE (Final disease or condition resulting in death): (A) ATHEROSCLEROTIC CORONARY ARTERY DISEASE
(B)
Sequentially list conditions, if any, leading to cause on Line A. Enter UNDERLYING CAUSE (disease or injury that initiated the events resulting in death) LAST: (C), (D)
Time interval between Onset and Death: (A1) YEARS
108. DEATH REPORTED TO CORONER? [X] YES [ ] NO — INFORMAL NUMBER: 2010-10143
(B1), (C1), (D1)
109. BIOPSY PERFORMED? [ ] YES [X] NO
110. AUTOPSY PERFORMED? [ ] YES [X] NO
111. USED IN DETERMINING CAUSE? [ ] YES [ ] NO
112. OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH BUT NOT RESULTING IN THE UNDERLYING CAUSE GIVEN IN 107: HYPERTENSION
113. WAS OPERATION PERFORMED FOR ANY CONDITION IN ITEM 107 OR 112? (If yes, list type of operation and date.): NO
113A. IF FEMALE, PREGNANT IN LAST YEAR? [ ] YES [ ] NO [ ] UNK

PHYSICIAN'S CERTIFICATION

114. I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE DEATH OCCURRED AT THE HOUR, DATE AND PLACE STATED FROM THE CAUSES STATED — Decedent Attended Since (A) mm/dd/ccyy: 07/03/2007 — Decedent Last Seen Alive (B) mm/dd/ccyy: 01/07/2010
115. SIGNATURE AND TITLE OF CERTIFIER: MICHAEL FRANCIS FELONG M.D
115. LICENSE NUMBER: G51366
117. DATE mm/dd/ccyy: 01/03/2011
118. TYPE ATTENDING PHYSICIAN'S NAME, MAILING ADDRESS, ZIP CODE: MICHAEL FRANCIS FELONG M.D. 29645 RANCHO CALIFORNIA RD # 134, TEMECULA, CA 92591

CORONER'S USE ONLY

119. I CERTIFY THAT IN MY OPINION DEATH OCCURRED AT THIS HOUR, DATE, AND PLACE STATED FROM THE CAUSES STATED
MANNER OF DEATH: [ ] Natural [ ] Accident [ ] Homicide [ ] Suicide [ ] Pending Investigation [ ] Could not be determined
120. INJURED AT WORK? [ ] YES [ ] NO [ ] UNK
121. INJURY DATE mm/dd/ccyy:
122. HOUR (24 Hours):
123. PLACE OF INJURY (e.g., home, construction site, wooded area, etc.):
124. DESCRIBE HOW INJURY OCCURRED (Events which resulted in injury):
125. LOCATION OF INJURY (Street and number, or location, and city, and zip):
126. SIGNATURE OF CORONER / DEPUTY CORONER:
127. DATE mm/dd/ccyy:
128. TYPE NAME, TITLE OF CORONER / DEPUTY CORONER:

STATE REGISTRAR

A | B | C | D | E

01000100170209

FAX AUTH.#:
CENSUS TRACT:

CERTIFIED COPY OF VITAL RECORDS

STATE OF CALIFORNIA
COUNTY OF RIVERSIDE } SS

This is a true and exact reproduction of the document officially registered and placed on file in the office of the County of Riverside, Department of Health.

DATE ISSUED: Jan 6, 2011

Eric Frykman, M.D., Local Registrar
RIVERSIDE COUNTY, CALIFORNIA

000917855

This copy not valid unless prepared on engraved border displaying seal and signature of Registrar.

American Bank Note Company

Attachment: A. EP 203-603 Claim_Hewett (2419 : EP 203-603)

Pazicni, Jennifer

From: river4551@ca.rr.com
Sent: Wednesday, September 07, 2016 3:06 PM
To: Pazicni, Jennifer
Cc: kim harnett; Todd Capt Hewett; river4551@ca.rr.com
Subject: 73251 pine valley

Hello Jennifer, It was nice talking to you today, you were very helpful.
In regards to 73251 Pine Valley, Thousand Palms Ca., Assessment No. 693064004-6, Item 603, a note is in place for a balance due by Ms. Harriet Piercy in the amount of $35,000 plus 7% interest. No payments were made prior to, or after our fathers death on 12-28-2010. The note was signed on 4-17-2007 and due on 3-29-2012, I believe. Mrs. Piercy lived in that address and / or rented it out during that time.

If you have any questions, please give me a call.
Todd A. Hewett
562-619-0110

Attachment: A. EP 203-603 Claim_Hewett (2419 : EP 203-603)

Accrued Interest for Deed of Trust on 693064004-6

Original Loan Amount					**$35,000.00**
% Rate 7 per annum =	$2,450.00				
Interest per day =	$6.71				
Amount owing as of	03/29/2012				$35,000.00
Interest from	03/29/2012	to	03/29/2013	$2,450.00	$37,450.00
Interest from	03/29/2013	to	03/29/2014	$2,450.00	$39,900.00
Interest from	03/29/2014	to	03/29/2015	$2,450.00	$42,350.00
Interest from	03/29/2015	to	05/05/2015 (37 Days)	$248.36	$42,598.36
			Total		**$42,598.36**

Attachment: A. EP 203-603 Claim_Hewett (2419 : EP 203-603)

CLAIM FOR EXCESS PROCEEDS FROM THE SALE OF TAX-DEFAULTED PROPERTY
(SEE REVERSE SIDE FOR FURTHER INSTRUCTIONS)

To: **Don Kent, Treasurer-Tax Collector**

Re: **Claim for Excess Proceeds**

TC 203 Item 603 Assessment No.: 693064004-6

Assessee: PIERCY, HARRIET J TR

Situs: 73251 PINE VALLEY DR THOUSAND PALMS 92276

Date Sold: May 5, 2015

Date Deed to Purchaser Recorded: June 18, 2015

Final Date to Submit Claim: June 20, 2016

RECEIVED
2016 APR 12 PM 3:37
RIVERSIDE COUNTY
TREAS-TAX COLLECTOR

RECEIVED
2016 APR 12 PM 3:37
RIVERSIDE COUNTY
TREAS-TAX COLLECTOR

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of $ 12,824.85 from the sale of the above mentioned real property. I/We were the ☒ lienholder(s), ☒ property owner(s) **[check in one box]** at the time of the sale of the property as is evidenced by Riverside County Recorder's Document No. 2-50596 ; recorded on MARCH 14, 2007 A copy of this document is attached hereto. I/We are the rightful claimants by virtue of the attached assignment of interest. I/We have listed below and attached hereto each item of documentation supporting the claim submitted.

NOTE: YOUR CLAIM WILL NOT BE CONSIDERED UNLESS THE DOCUMENTATION IS ATTACHED.

We, the below listed Claimants, are the sole successors of Jackie N. Hewett. The enclosed documents show proof of this, as well as, the secured Deed of trust 73251 Pine Valley Dr. Harriet J. Piercy defaulted on her NOTE, the enclosed Deed of trust and we feel that all excess proceeds should be legally distributed to Todd Hewett and Kimberly Harnett.

If the property is held in Joint Tenancy, the taxsale process has severed this Joint Tenancy, and all Joint Tenants will have to sign the claim unless the claimant submits proof that he or she is entitled to the full amount of the claim, the claimant may only receive his or her respective portion of the claim.

I/We affirm under penalty of perjury that the foregoing is true and correct.

Executed this 5th day of April, 2016 at Orange, CA
County, State

Todd Hewett
Signature of Claimant

Kimberly D Harnett
Signature of Claimant

Todd A. Hewett (son)
Print Name

Kimberly D. Harnett (Daughte
Print Name

1801 Celeste Lane
Street Address

Fullerton, CA 92833
City, State, Zip

714 519 3771
Phone Number

SCO 8-21 (1-99)

Todd Hewett
Vice President
CELL (562) 619-0110
FAX (949) 366-6210
river4551@ca.rr.com
Vernon Firemen's Association • Local 2312
P.O. Box 58386 • Vernon, California 90058

Attachment: B. EP 203-603 Claim_Harnett (2419 : EP 203-603)

County Administrative Center- 4th Floor
4080 Lemon Street, P.O. Box 12005
Riverside, CA 92502-2205
(951) 955-3900
(951) 955-3990 - Fax

E-mail: ttc@co.riverside.ca.us
www.countytreasurer.org

COUNTY OF RIVERSIDE
TREASURER-TAX COLLECTOR

Palm Desert Office
38-686 El Cerrito Road
Palm Desert, CA 92211

Temecula Office
40935 County Center Drive, Suite C
Temecula, CA 92591

July 22, 2015

TODD HEWETT & KIMBERLY HARNETT
4551 SHARON DR
LA PALMA, CA 90623

Re: EXCESS PROCEEDS FROM SALE OF TAX DEFAULTED PROPERTY

Assessment No.: 693064004-6 Item: 603
Situs Address: 73251 Pine Valley Dr Thousand Palms 92276
Assessee: Piercy, Harriet J Tr
Date Sold: May 5, 2015
Date Deed to Purchaser Recorded: June 18, 2015
Final Date to Submit Claim: June 20, 2016

Dear Sir or Madame:

The property referenced above was declared subject to the Tax Collector's power of sale for non-payment of taxes and later sold. Parties of Interest, as defined in Section 4675 of the California Revenue and Taxation Code (e.g., the last assessee and any lienholders of record), have a right to file a claim for any excess proceeds that remain after the tax liens and the costs of the sale have been satisfied. Our records show that you may be a party of interest, and we are enclosing for your convenience a claim form and a return envelope. Please note that your claim must be filed within one year of the date the deed to the purchaser was recorded (shown above). By law, we cannot accept claims after one year from this recording date. Claims submitted will be evaluated by our legal counsel and awarded in accordance with state law. The submission of a claim merely initiates that review.

The enclosed form is relatively simple and we must stress that most applicants will be able to fill it out without help. However, if you need help, please feel free to contact our office by mail, telephone or in person and we will help you without charge. You may telephone us at (951) 955-3336.

If you prefer to have an agent file your claim for you, or if you should decide to sell your claim (often referred to as "assignment") so that the purchaser of the claim may receive the funds, please advise us and we will send the proper form.

Please note also that the statutory procedures and the County's internal procedures dictate that most claims will not be processed until at least twenty (20) months following the date of recordation of the tax deed.

Sincerely,

DON KENT
TREASURER-TAX COLLECTOR

By *Jennifer Pazicni*
Deputy

117-170(Rev. 5-03)

Attachment: B. EP 203-603 Claim_Harnett (2419 : EP 203-603)

Recording Requested By
First American Title Company
Riverside Resale

RECORDING REQUESTED BY:
First American Title
AND WHEN RECORDED MAIL TO:
Jack Hewett
69333 E. Palm Canyon Dr #89
Cathedral City, CA 92234

270040-04

DOC # 2007-0214563
03/29/2007 08:00A Fee:25.00
Page 1 of 4
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder

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M	A	L	465	426	PCOR	NCOR	SMF	NCHG	EXAM 006

A.P.N.: 653-094-004-7 Title Order No. 27

DEED OF TRUST WITH ASSIGNMENT OF RENTS
(SHORT FORM)

T 008

THIS DEED OF TRUST, made this **Fourteenth day of March, 2007,** between

TRUSTOR: HARRIET J. PIERCY, Trustee of the Harriet J. Piercy Separate Property Trust dated March 20, 2006
whose address is 33187 Hixon Street, Wildomar, CA 92595, and

TRUSTEE: First American Title, a California Corporation, and

BENEFICIARY: JACK HEWETT, AN UNMARRIED MAN

Witnesseth: That Trustor grants to Trustee in trust, with power of sale, that property in the **unincorporated area of Riverside** County, State of California, described as:

Lot 246 of Tract 2462, as per map recorded in Book 45, Pages 24 to 33, Inclusive of Maps in the Office of the County Recorder of said County.

THIS DEED OF TRUST IS GIVEN TO SECURE A PORTION OF THE PURCHASE PRICE OF THE HEREIN DESCRIBED PROPERTY.

In the event of sale or transfer of property covered by this Note, Deed of Trust and Security Agreement, all sums secured hereby, may at the option of the holder become immediately due and payable.

The Note secured by this Deed of Trust is further secured by Security Agreement covering 1965 Bel Aire mobilehome, bearing serial number S1446 and insignia number 211311. Said mobilehome is located on the herein described real property.

Together with the rents, issues and profits thereof, subject, however, to the right, power and authority given to and conferred upon Beneficiary to collect and apply such rents, issues and profits for the purpose of securing (1) payment of the sum of **$35,000.00** with interest thereon according to the terms of a promissory Note or Notes of even date herewith made by Trustor, payable to order by Beneficiary, and extensions or renewals thereof, (2) the performance of each agreement of Trustor incorporated by reference or contained herein and (3) payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or his successors or assigns, when evidenced by a promissory Note or Notes reciting that they are secured by this Deed of Trust.

To protect the security of this Deed of Trust, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in Subdivision A, and it is mutually agreed that each and all of the terms and provisions set forth in Subdivision B of the fictitious deed of trust recorded in Orange County August 17, 1964, and in all other counties August 18, 1964, in the book and page of Official Records in the office of the County Recorder of the county where said property is located, noted below opposite the name of such county, namely:

Attachment: B. EP 203-603 Claim_Harnett (2419 : EP 203-603)

A.P.N.: 653-094-004-7

County	Book	Page	County	Book	Page	County	Book	Page	County	Book	Page
Alameda	1288	556	Kings	858	713	Placer	1028	379	Sierra	38	187
Alpine	3	130-31	Lake	437	110	Plumas	166	1307	Siskiyou	506	762
Amador	133	438	Lassen	192	367	Riverside	3778	347	Solano	1287	621
Butte	1330	513	Los Angeles	T-3878	874	Sacramento	5039	124	Sonoma	2067	427
Calaveras	185	338	Madera	911	136	San Benito	300	405	Stanislaus	1970	56
Colusa	323	391	Marin	1849	122	San Bernardino	6213	768	Sutter	655	585
Contra Costa	4684	1	Mariposa	90	453	San Francisco	A-804	596	Tehama	457	183
Del Norte	101	549	Mendocino	667	99	San Joaquin	2855	283	Trinity	108	595
El Dorado	704	635	Merced	1660	753	San Luis Obispo	1311	137	Tulare	2530	108
Fresno	5052	623	Modoc	191	93	San Mateo	4778	175	Tuolumne	177	160
Glenn	469	76	Mono	69	302	Santa Barbara	2065	881	Ventura	2607	237
Humboldt	801	83	Monterey	357	239	Santa Clara	664	6626	Yolo	769	16
Imperial	1189	701	Napa	704	742	Santa Cruz	1638	607	Yuba	398	693
Inyo	165	672	Nevada	363	94	Shasta	800	633			
Kern	3756	690	Orange	7182	18	San Diego SERIES 5 Book 1964, Page 14977					

shall inure to and bind the parties hereto, with respect to the property above described. Said agreements, terms and provisions contained in said subdivisions A and B (identical in all counties, and printed on pages 3 and 4 hereof) are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as if set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefor does not exceed the maximum allowed by law.

The undersigned Trustor, requests that a copy of any Notice of Default and any Notice of Sale hereunder be mailed to him at his address hereinbefore set forth.

Signature of Trustor(s)

THE HARRIET J. PIERCY SEPARATE PROPERTY TRUST

Harriet J. Piercy, Trustee

Document Date: March 14, 2007

STATE OF California)SS
COUNTY OF San Diego)

On March 16, 2007 before me, Jill P. Farabelli, a Notary Public, personally appeared Harriet J. Piercy, personally known to me (or ~~proved to me on the basis of satisfactory evidence~~) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Jill P. Farabelli

This area for official notarial seal.

JILL P. FARABELLI
Commission # 1411576
Notary Public - California
San Diego County
My Comm. Expires Apr 15, 2007

Attachment: B. EP 203-603 Claim_Harnett (2419 : EP 203-603)

A.P.N. 653-094-004-7

DO NOT RECORD

The following is a copy of Subdivisions A and B of the fictitious Deed of Trust, recorded in each county in California, as stated in the foregoing Deed of Trust and incorporated by reference in said Deed of Trust as being a part thereof as if set forth at length therein.

A. To protect the security of this Deed of Trust, Trustor agrees:

(1) To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefore; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

(2) To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.

(4) To pay: at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all incumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any incumbrance, charge or lien which in the judgement of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

(5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount called for in the note secured hereby, or at the amount allowed by law at date of expenditure, whichever is greater and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

B. It is mutually agreed:

(1) That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in this same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

(2) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

(3) That at any time or from time to time, without liability therefore and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

(4) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee is such reconveyance may be described as "the person or persons legally entitled thereto." Five years after issuance of such full reconveyance, Trustee may destroy said note and this Deed (unless directed in such request to retain them.)

(5) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(6) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in

Attachment: B. EP 203-603 Claim_Harnett (2419 : EP 203-603)

A.P.N.: 653-094-004-7

separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

(7) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this deed is recorded and the name and address of the new Trustee.

(8) That this Deed applies to, insures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the note secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so required, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

(9) That Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or Proceeding in which Trustor, Beneficiary or Trustee shall be party unless brought by Trustee.

----------DO NOT RECORD----------

REQUEST FOR FULL RECONVEYANCE

To be used only when note has been paid.

To: **First American Title, Trustee**

Dated: _____

The undersigned is the legal owner and holder of all indebtedness secured by the within Deed of Trust. All sums secured by said Deed of Trust have been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel all evidences of indebtedness, secured by said Deed of Trust, delivered to you herewith together with said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, the estate now held by you under the same.

Mail Reconveyance to:

_____

_____

_____

_____

ALL CURRENT BENEFICIARIES SIGN BELOW

_____

_____

_____

_____

Do not lose or destroy this Deed of Trust OR THE NOTE which it secures.
Both must be delivered to the Trustee for cancellation before reconveyance will be made.

Short Form
DEED OF TRUST
WITH POWER OF SALE
(INDIVIDUAL)

First American Title Insurance Co.
AS TRUSTEE

Attachment: B. EP 203-603 Claim_Harnett (2419 : EP 203-603)

DOC # 2012-0023675
01/18/2012 04:31P Fee:48.00
Page 1 of 12
Recorded In Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder

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PUBLIC RECORD							CTY	UNI	043

Recording Requested by and
When recorded, return to:
SUZANNE KRAMER MORTON, ESQ.
BEWLEY, LASSLEBEN & MILLER, LLP
13215 E. Penn Street, Suite 510
Whittier, California 90602

AFFIDAVIT TO COMPLY WITH THE PROVISIONS OF CALIFORNIA PROBATE CODE SECTION 13101

49 C

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss.

The undersigned, being first duly sworn, deposes and says:

(1) The name of the decedent is JACKIE NEAL HEWETT, also known as JACK HEWETT.

(2) The date and place of the decedent's death is December 28, 2010 at Lake Elsinore, Calif.

(3) At least 40 days have elapsed since the death of the decedent, as shown in a certified copy of the decedent's death certificate attached hereto as Exhibit "A".

(4) No proceeding is now being or has been conducted in California for administration of the decedent's estate.

(5) The current gross fair market value of the decedent's real and personal property in California, excluding the property described in Section 13050 of the California Probate Code, does not exceed one hundred thousand dollars ($100,000).

(6) A description of the property of the decedent that should be paid, transferred or delivered to the affiants or declarants is described as:

Note Secured by Deed of Trust dated Mary 14, 2007 in the amount of $35,000 payable to Jack Hewett, an unmarried man due on or before March 29, 2012 with interest from March 29, 2007 until paid at the rate of seven percent (7%) per annum, payable at maturity, affecting real property located at 73251 Pine Valley Drive, Thousand Palms, California 92276

Attached hereto as Exhibit "B" is a true and correct copy of the Deed of Trust with Assignments of Rents dated March 14, 2007.

Note is also secured by Security Agreement covering 1965 Bel Aire mobile home, bearing decal number AAZ1687, serial numbers S1446, and insignia number 21131.

Attachment: B. EP 203-603 Claim_Harnett (2419 : EP 203-603)

Attached hereto as Exhibit "C" is a true and correct copy of the State of California Department of Housing and Community Development Certificate of Title.

(7) The name of the successors of the decedent (as defined in Section 13006 of the California Probate Code) to the described property is as follows:

Todd Hewett - son
Kimberly Harnett - daughter

(8) The affiants are the successors of the decedent (as defined in Section 13006 of the California Probate Code) to the decedent's interest in the described property.

(9) No other person has a superior right to the interest of the decedent in the described property.

(10) Affiants request that the described property be paid, delivered or transferred to Affiants.

(11) Affiants affirm under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on January 18, 2012 at _____, California.

TODD HEWETT, Affiant

KIMBERLY HARNETT, Affiant

STATE OF CALIFORNIA)
) ss
COUNTY OF ORANGE)

Subscribed and sworn to me on this 18 day of January, 2012 by TODD HEWETT, proved to me to me on the basis of satisfactory evidence to be the person who appeared before me.

BEVERLY A. COMSTOCK
Commission # 1865259
Notary Public - California
Los Angeles County
My Comm. Expires Oct 15, 2013

Notary Public in and for the State of California

Attachment: B. EP 203-603 Claim_Harnett (2419 : EP 203-603)

STATE OF CALIFORNIA)
) ss
COUNTY OF ORANGE)

Subscribed and sworn to me on this 18 day of January, 2012 by KIMBERLY HARNETT, proved to me to me on the basis of satisfactory evidence to be the person who appeared before me.

Notary Public in and for the State of California

BEVERLY A. COMSTOCK
Commission # 1855259
Notary Public - California
Los Angeles County
My Comm. Expires Oct 15, 2013

Attachment: B. EP 203-603 Claim_Harnett (2419 : EP 203-603)

EXHIBIT "A"

Attachment: B. EP 203-603 Claim_Harnett (2419 : EP 203-603)

STATE OF CALIFORNIA

CERTIFICATION OF VITAL RECORD

COUNTY OF RIVERSIDE

RIVERSIDE, CALIFORNIA

CERTIFICATE OF DEATH

3201033013123

1. NAME OF DECEDENT – FIRST	2. MIDDLE	3. LAST	
JACKIE	NEAL	HEWETT	
4a. ALSO KNOWN AS – Include full AKA (FIRST, MIDDLE, LAST)	4. DATE OF BIRTH	5. AGE	6. SEX
JACK - HEWETT	06/14/1935	75	M
9. BIRTH STATE/FOREIGN COUNTRY	11. EVER IN U.S. ARMED FORCES?	12. MARITAL STATUS/DOMESTIC PARTNERSHIP	7. DATE OF DEATH
AR	X YES NO UNK	DIVORCED	12/28/2010
13. EDUCATION	14. WAS DECEDENT HISPANIC/LATINO?	15. DECEDENT'S RACE	8. HOUR
HS GRADUATE	YES X NO	WHITE	0948
17. USUAL OCCUPATION – Type of work for most of life. DO NOT USE RETIRED	18. KIND OF BUSINESS OR INDUSTRY	19. YEARS IN OCCUPATION	
SALESMAN	TOOLS	35	

USUAL RESIDENCE

20. DECEDENT'S RESIDENCE				
32500 RIVERSIDE DR. O-1				
21. CITY	22. COUNTY/PROVINCE	23. ZIP CODE	24. YEARS IN COUNTY	25. STATE/FOREIGN COUNTRY
LAKE ELSINORE	RIVERSIDE	92530	10	CA

INFORMANT

26. INFORMANT'S NAME, RELATIONSHIP	27. INFORMANT'S MAILING ADDRESS
TODD HEWETT, SON	4551 SHARON DR., LA PALMA, CA 90623

SPOUSE/PARENT INFORMATION

29. NAME OF SURVIVING SPOUSE/DOP – FIRST	30. MIDDLE	31. LAST (BIRTH NAME)	
-	-	-	
32. NAME OF MOTHER/PARENT – FIRST	33. MIDDLE	34. LAST	35. BIRTH STATE
UNK.	-	HEWETT	AR
36. NAME OF MOTHER/PARENT – FIRST	37. MIDDLE	38. LAST (BIRTH NAME)	39. BIRTH STATE
ALICE	VIOLA	THORNTON	AR

FUNERAL DIRECTION/LOCAL REGISTRAR

39. DISPOSITION DATE	40. PLACE OF FINAL DISPOSITION		
01/03/2011	RES: TODD HEWETT 4551 SHARON DR., LA PALMA, CA 90623		
41. TYPE OF DISPOSITION	42. SIGNATURE OF EMBALMER		43. LICENSE NUMBER
CR/RES	NOT EMBALMED		
44. NAME OF FUNERAL ESTABLISHMENT	45. LICENSE NUMBER	46. SIGNATURE OF LOCAL REGISTRAR	47. DATE
OPTIONS FUNERAL AND CREMATION SERVICE	FD1542	ERIC K. FRYKMAN, M.D.	01/03/2011

PLACE OF DEATH

101. PLACE OF DEATH	102. IF HOSPITAL, SPECIFY ONE		103. IF OTHER THAN HOSPITAL, SPECIFY ONE	
RESIDENCE	DOA OP DOA	Hospice Nursing Home/LTC	X Decedent's Home	Other
104. COUNTY	105. FACILITY ADDRESS OR LOCATION WHERE FOUND		106. CITY	
RIVERSIDE	32500 RIVERSIDE DR. D-1		LAKE ELSINORE	

CAUSE OF DEATH

107. CAUSE OF DEATH

IMMEDIATE CAUSE (Final disease or condition resulting in death): a. ATHEROSCLEROTIC CORONARY ARTERY DISEASE

Sequentially list conditions, if any, leading to the immediate cause. Enter UNK if unknown. Do not abbreviate.

b.

c.

d.

Enter the interval between onset and death

(a)		108. AUTOPSY?	X NO
(b)	YEARS	109. AUTOPSY PERFORMED?	X NO
(c)	2010-10143	110. AUTOPSY PERFORMED?	X NO
(d)		111. USED IN DETERMINING CAUSE?	NO

110. OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH BUT NOT RESULTING IN THE UNDERLYING CAUSE GIVEN IN 107

HYPERTENSION

111. WAS OPERATION PERFORMED FOR ANY CONDITION IN ITEM 107 OR 110? (If yes, list type of operation and date)

NO

112. IF FEMALE, PREGNANT IN LAST YEAR? YES NO UNK

PHYSICIAN'S CERTIFICATION

113. I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE DEATH OCCURRED AT THE HOUR, DATE, AND PLACE STATED FROM THE CAUSES STATED.	114. SIGNATURE AND TITLE OF CERTIFIER	115. LICENSE NUMBER	117. DATE
Decedent Attended Since / Consultant Last Saw Alive	MICHAEL FRANCIS FELONG M.D.	G51366	01/03/2011
07/03/2007 / 01/07/2010	116. NAME, ADDRESS, ZIP CODE OF PERSON COMPLETING CAUSE OF DEATH (Item 107)		
	28645 RANCHO CALIFORNIA RD # 134, TEMECULA, CA 92591	MICHAEL FRANCIS FELONG M.D.	

CORONER'S USE ONLY

MANNER OF DEATH: Natural / Accident / Homicide / Suicide / Pending Investigation / Could not be determined	120. INJURED AT WORK? YES NO UNK	121. INJURY DATE	122. HOUR
123. PLACE OF INJURY (e.g., home, construction site, industrial area, etc.)			
124. DESCRIBE HOW INJURY OCCURRED (If more than one cause, list in sequence)			
125. LOCATION OF INJURY (Street and number, or location, city, and state)			
126. SIGNATURE OF CORONER / DEPUTY CORONER	127. DATE	128. TYPE NAME, TITLE OF CORONER / DEPUTY CORONER	

STATE REGISTRAR	A	B	C	D	E	"0100018817202"	FAX AUTH #	CENSUS TRACT

CERTIFIED COPY OF VITAL RECORDS

STATE OF CALIFORNIA
COUNTY OF RIVERSIDE } ss

This is a true and exact reproduction of the document officially registered and placed on file in the office of the County of Riverside, Department of Health.

DATE ISSUED Jan 6, 2011

Eric Frykman, M.D., Local Registrar
RIVERSIDE COUNTY, CALIFORNIA

0009178561

This copy not valid unless prepared on engraved border displaying seal and signature of Registrar.

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

Attachment: B. EP 203-603 Claim_Harnett (2419 : EP 203-603)

EXHIBIT "B"

Attachment: B. EP 203-603 Claim_Harnett (2419 : EP 203-603)

First American Title Company
Riverside Resale

RECORDING REQUESTED BY:
First American Title
AND WHEN RECORDED MAIL TO:
Jack Hewett
69333 E. Palm Canyon Dr #89
Cathedral City, CA 92234

270864-64

DOC # 2007-0214563
03/29/2007 08:00A Fee:25.00
Page 1 of 4
Recorded In Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder

S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
2			4		1				
M	A	L	465	426	PCOR	NCOR	SMF	NCHG	EXAM 006

A.P.N.: 653-094-004-7 Title Order No. 2

25 T 006

DEED OF TRUST WITH ASSIGNMENT OF RENTS
(SHORT FORM)

THIS DEED OF TRUST, made this **Fourteenth day of March, 2007,** between

TRUSTOR: HARRIET J. PIERCY, Trustee of the Harriet J. Piercy Separate Property Trust dated March 20, 2006
whose address is 33187 Hixon Street, Wildomar, CA 92595, and

TRUSTEE: First American Title, a California Corporation, and

BENEFICIARY: JACK HEWETT, AN UNMARRIED MAN

Witnesseth: That Trustor grants to Trustee in trust, with power of sale, that property in the unincorporated area of Riverside County, State of California, described as:

Lot 246 of Tract 2462, as per map recorded in Book 45, Pages 24 to 33, Inclusive of Maps in the Office of the County Recorder of said County.

THIS DEED OF TRUST IS GIVEN TO SECURE A PORTION OF THE PURCHASE PRICE OF THE HEREIN DESCRIBED PROPERTY.

In the event of sale or transfer of property covered by this Note, Deed of Trust and Security Agreement, all sums secured hereby, may at the option of the holder become immediately due and payable.

The Note secured by this Deed of Trust is further secured by Security Agreement covering 1965 Bel Aire mobilehome, bearing serial number S1446 and insignia number 211311. Said mobilehome is located on the herein described real property.

Together with the rents, issues and profits thereof, subject, however, to the right, power and authority given to and conferred upon Beneficiary to collect and apply such rents, issues and profits for the purpose of securing (1) payment of the sum of $35,000.00 with interest thereon according to the terms of a promissory Note or Notes of even date herewith made by Trustor, payable to order by Beneficiary, and extensions or renewals thereof, (2) the performance of each agreement of Trustor incorporated by reference or contained herein and (3) payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or his successors or assigns, when evidenced by a promissory Note or Notes reciting that they are secured by this Deed of Trust.

To protect the security of this Deed of Trust, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in Subdivision A, and it is mutually agreed that each and all of the terms and provisions set forth in Subdivision B of the fictitious deed of trust recorded in Orange County August 17, 1964, and in all other counties August 18, 1964, in the book and page of Official Records in the office of the County Recorder of the county where said property is located, noted below opposite the name of such county, namely:

Attachment: B. EP 203-603 Claim_Harnett (2419 : EP 203-603)

A.P.N.: 653-094-004-7

County	Book	Page	County	Book	Page	County	Book	Page	County	Book	Page
Alameda	1288	556	Kings	858	713	Placer	1028	379	Sierra	38	187
Alpine	3	130-31	Lake	437	110	Plumas	166	1307	Siskiyou	506	762
Amador	133	438	Lassen	192	367	Riverside	3778	347	Solano	1287	621
Butte	1330	513	Los Angeles	T-3878	874	Sacramento	5039	124	Sonoma	2067	427
Calaveras	185	338	Madera	911	136	San Benito	300	405	Stanislaus	1970	56
Colusa	323	391	Marin	1849	122	San Bernardino	6213	768	Sutter	655	585
Contra Costa	4684	1	Mariposa	90	453	San Francisco	A-804	596	Tehama	457	183
Del Norte	101	549	Mendocino	667	99	San Joaquin	2855	283	Trinity	108	595
El Dorado	704	635	Merced	1660	753	San Luis Obispo	1311	137	Tulare	2530	108
Fresno	5052	623	Modoc	191	93	San Mateo	4778	175	Tuolumne	177	160
Glenn	469	76	Mono	69	302	Santa Barbara	2065	881	Ventura	2607	237
Humboldt	801	83	Monterey	357	239	Santa Clara	664	6626	Yola	769	16
Imperial	1189	701	Napa	704	742	Santa Cruz	1638	607	Yuba	398	693
Inyo	165	672	Nevada	363	94	Shasta	800	633			
Kern	3756	690	Orange	7182	18	San Diego SERIES 5 Book 1964, Page 14977					

shall inure to and bind the parties hereto, with respect to the property above described. Said agreements, terms and provisions contained in said subdivisions A and B (identical in all counties, and printed on pages 3 and 4 hereof) are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as if set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefor does not exceed the maximum allowed by law.

The undersigned Trustor, requests that a copy of any Notice of Default and any Notice of Sale hereunder be mailed to him at his address hereinbefore set forth.

Signature of Trustor(s)

THE HARRIET J. PIERCY SEPARATE PROPERTY TRUST

Harriet J. Piercy, Trustee

Document Date: March 14, 2007

STATE OF California)ss
COUNTY OF San Diego)

On March 16, 2007 before me, Jill P. Farabelli, a Notary Public, personally appeared Harriet J. Piercy, personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Jill P. Farabelli

This area for official notarial seal.

JILL P. FARABELLI
Commission # 1411576
Notary Public - California
San Diego County
My Comm. Expires Apr 15, 2007

Attachment: B. EP 203-603 Claim_Harnett (2419 : EP 203-603)

A.P.N. 653-094-004-7

DO NOT RECORD

The following is a copy of Subdivisions A and B of the fictitious Deed of Trust, recorded in each county in California, as stated in the foregoing Deed of Trust and incorporated by reference in said Deed of Trust as being a part thereof as if set forth at length therein.

A. To protect the security of this Deed of Trust, Trustor agrees:

(1) To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefore; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

(2) To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.

(4) To pay: at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all incumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any incumbrance, charge or lien which in the judgement of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

(5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount called for in the note secured hereby, or at the amount allowed by law at date of expenditure, whichever is greater and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

B. It is mutually agreed:

(1) That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

(2) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

(3) That at any time or from time to time, without liability therefore and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

(4) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto." Five years after issuance of such full reconveyance, Trustee may destroy said note and this Deed (unless directed in such request to retain them.)

(5) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(6) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in

Attachment: B. EP 203-603 Claim_Harnett (2419 : EP 203-603)

A.P.N.: 653-094-004-7

separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

(7) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this deed is recorded and the name and address of the new Trustee.

(8) That this Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the note secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so required, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

(9) That Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or Proceeding in which Trustor, Beneficiary or Trustee shall be party unless brought by Trustee.

----------DO NOT RECORD----------

REQUEST FOR FULL RECONVEYANCE

To be used only when note has been paid.

To: **First American Title, Trustee** Dated: _____

The undersigned is the legal owner and holder of all indebtedness secured by the within Deed of Trust. All sums secured by said Deed of Trust have been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel all evidences of indebtedness, secured by said Deed of Trust, delivered to you herewith together with said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, the estate now held by you under the same.

Mail Reconveyance to:

_____

_____

_____

_____

ALL CURRENT BENEFICIARIES SIGN BELOW

_____

_____

_____

_____

Do not lose or destroy this Deed of Trust OR THE NOTE which it secures.
Both must be delivered to the Trustee for cancellation before reconveyance will be made.

Short Form DEED OF TRUST
WITH POWER OF SALE
(INDIVIDUAL)

First American Title Insurance Co.
AS TRUSTEE

Attachment: B. EP 203-603 Claim_Harnett (2419 : EP 203-603)

EXHIBIT "C"

Attachment: B. EP 203-603 Claim_Harnett (2419 : EP 203-603)

STATE OF CALIFORNIA - DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
CERTIFICATE OF TITLE

Manufactured Home

Decal No: AAZ1687

Manufacturer ID/Name	Trade Name	Model	DOM	DFS	RY	Exp. Date
	BEL AIRE			00/00/1985	1985	Nov 30, 2007

Serial Number	Label/Insignia Number	Weight	Length	Width	SPC	SCC	Exempt	Use	Type
S1446	21131		48'	12'	AAL	33		SFD	ILT

Issued	Total Fees Paid
Jun 26, 2007	$874.00

Addressee
JACK HEWETT
69333 EAST PALM CANYON 89
CATHEDRAL CITY, CA 92234

Registered Owner(s)
HARRIET J. PIERCY SEPARATE PROPERTY
TRUST 03[illegible]6
33187 HIXON ST
WILDOMAR, CA 92595

Situs Address
73251 PINE VALLEY
THOUSAND PALMS, CA [illegible]

Legal Owner(s)
JACK HEWETT
69333 EAST PALM CANYON 89
CATHEDRAL CITY, CA 92234
Lien Perfected On: 05/29/07 11:03:[illegible]

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
EUREKA

IMPORTANT
THE OWNER INFORMATION SHOWN ABOVE MAY NOT REFLECT ALL LIENS RECORDED WITH THE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT AGAINST THE DESCRIBED UNIT. THE CURRENT TITLE STATUS OF THE UNIT MAY BE CONFIRMED THROUGH THE DEPARTMENT.

DTN: 4926116

06262007 - 69

Attachment: B. EP 203-603 Claim_Harnett (2419 : EP 203-603)

DEFAULTED

NOTE SECURED BY DEED OF TRUST

ESCROW NO. 2-50596

STRAIGHT NOTE

$35,000.00 PALM DESERT, CALIFORNIA MARCH 14, 2007

ON OR BEFORE* March 29, 2012 for value received, I/We, promise to pay to

Jack Hewett, an Unmarried Man

or order, at **place designated by Beneficiary**, the sum of **Thirty Five Thousand And 00/100 Dollars ($35,000.00)** Dollars, with interest from *March 29, 2007 until paid, at the rate of 7.00 % per cent, per annum, payable at maturity.

*Dates to be inserted at escrow close

This note may be paid in full, or in part, at any time prior to maturity without penalty.

This Note is subject to Section 2966 of the Civil Code, which provides that the holder of this note shall give written notice to the Trustor, or his successor in interest, of prescribed information at least 90 and not more than 150 days before any balloon payment is due.

In the event of sale or transfer of property covered by this Note, Deed of Trust and Security Agreement, all sums secured hereby, may at the option of the holder, become immediately due and payable.

This Note is further secured by Security Agreement covering 1965 Bel Aire mobilehome, bearing decal number AAZ1687, serial numbers S1446, and insignia number 21131.

Each payment shall be credited first on interest then due and the remainder on principal sum; and interest shall thereupon cease upon the amount so credit on the said principal. Should default be made in payment of any installment when due the whole sum of principal and interest shall become immediately due at the option of the holder of this note. Principal and interest payable in lawful money of the United States of America. Should suit be commenced to collect this note or any portion thereof, such sum as the Court may deem reasonable shall be added hereto as attorney's fees. This note is secured by a Deed of Trust to **First American Title**, a California Corporation as Trustee, affecting the property located at: **73251 Pine Valley Drive, Thousand Palms, CA 92276**

Harriet J. Piercy , Trustee

DO NOT DESTROY THIS NOTE: When paid, said original Note, together with the Deed of Trust securing same, must be surrendered to Trustee for cancellation and retention before reconveyance will be made.

Attachment: B. EP 203-603 Claim_Harnett (2419 : EP 203-603)

SECURITY AGREEMENT
(PERSONAL PROPERTY)

THIS SECURITY AGREEMENT is made this **Fourteenth day of March, 2007** by and between **Harriet J. Piercy,** Trustee of the Harriet J. Piercy Separate Property Trust

of **33187 Hixon Street, Wildomar, CA 92595** County of **Riverside**, State of California, (hereinafter "Debtor")

and **Jack Hewett, an Unmarried Man**

of **73251 Pine Valley, Thousand Palms, CA 92276**, County of **Riverside**, State of California, (hereinafter "Secured Party").

WITNESSETH; That Debtor hereby grants to Secured Party a security interest in all that certain personal property (hereinafter to be referred to as "Security"), now owned or hereafter acquired (except consumer goods acquired more than ten (10) days after the Secured Party gives value, unless those goods are installed in or affixed to such property), and the proceeds and products thereof, described and situated as follows:

1965 Bel Aire mobilehome, bearing serial number S1446, and insignia number 21131.

Said mobilehome is located at 73251 Pine Valley, Thousand Palms, Ca 92276.

as security for the payment to Secured Party of **Thirty Five Thousand And 00/100 Dollars ($35,000.00) Dollars,** according to the terms and conditions of a certain Note Secured by Deed of Trust, of even date herewith.

This Security Agreement also secures: (a) any and all extensions or renewals of said promissory note; (b) the repayment of all sums, including but not limited to legal expenses, that may be advanced or incurred by Secured Party for the maintenance, protection or preservation of the Security, or any part thereof; (c) any and all other sums that may hereafter be advanced by Secured Party to or for the benefit of Debtor; (d) any and all other expenditures that may hereafter be made by Secured Party pursuant to the provisions hereof; and (e) any and all other debts and obligations of Debtor to Secured Party that may hereafter be incurred.

Debtor shall execute such Financing Statements and other documents and do such other acts and things as Secured Party may from time to time require to establish and maintain a valid, perfected security interest in the Security; and Debtor shall permit Secured Party and Secured Party's representatives to inspect the Security and/or the records pertaining thereto from time to time at any reasonable time.

Debtor shall keep the Security in good condition and repair, and shall not use it for any unlawful purpose; and shall not remove, nor permit to be removed, any part of the Security from the above premises without the prior written consent of Secured party, which shall not be unreasonably withheld; and shall provide, maintain and deliver to Secured Party physical damage and loss insurance policies covering the Security in amounts and with insurance companies satisfactory to Secured Party, naming Secured Party as loss payee, as Secured Party's interest may appear.

Debtor hereby declares and warrants to Secured Party that Debtor is the absolute and sole owner, and is in possession of all of the Security, and that the same is free and clear of all liens, encumbrances, adverse claims, and any other security interests. Debtor shall not sell or offer to sell or otherwise transfer the Security or any interest therein without the prior written consent of Secured Party; nor shall Debtor sell, assign or create or permit to exist any lien on or security interest in the Security in favor of anyone other than Secured Party, unless Secured Party consents thereto in writing. Debtor shall, upon Secured Party's request, remove any unauthorized lien or security interest on the Security, and defend any claims affecting the Security; and Debtor shall pay all charges against the Security, including but not limited to taxes, assessments, encumbrances and insurance, and upon Debtor's failure to do so, Secured Party may pay any such charge as it deems necessary and add the amount paid to the indebtedness of Debtor secured hereunder.

Attachment: B. EP 203-603 Claim_Harnett (2419 : EP 203-603)

If Debtor fails to make payment of any part of the principal or interest as provided in said promissory note at the time an in the manner therein specified, or if any breach be made of any obligation, promise or warranty of Debtor herein contained, then the whole principal sum unpaid on said promissory note, with accrued interest thereon, shall immediately become due and payable, without notice, at the option of Secured Party, and Secured Party, at its option, may: (a) sell, lease or otherwise dispose of the Security at public or private sale; unless the Security is perishable and threatens to decline speedily in value or is a type customarily sold on a recognized market, Secured Party will give Debtor at least ten (10) days prior written notice of the time and place of any public sale or of the time after which any private sale or any other intended disposition may be made; (b) retain the Security in satisfaction of the obligations secured hereby, with notice of such retention sent to Debtor as required by law; (c) notify any parties obligated on any of the Security consisting of accounts, instruments, chattel paper, choses in acting or the like to make payment to Secured Party and enforce collection of any of the Security herein; (d) require Debtor to assemble and deliver any of the Security to Secured Party at a reasonably convenient place designated by Secured Party: (e) apply all sums received or collected from or on account of the Security, including the proceeds of any sales thereof, to the payment of the costs and expenses incurred in preserving and enforcing the rights of Secured Party, including but not limited to reasonable attorney's fees, and the indebtedness secured hereby in such order and manner as Secured Party in its sole discretion determines; Secured Party shall account to Debtor for any surplus remaining thereafter, and shall pay such surplus to the party entitled thereto, including any second secured party who has made a proper demand upon Secured Party and has furnished proof to secured Party as requested in the manner provided by law; in like manner, Debtor agrees to pay to Secured Party without demand any deficiency after any Security has been disposed of and proceeds applied as aforesaid. Secured Party shall have all the rights and remedies of a secured party under the Uniform Commercial Code in any jurisdiction where enforcement is sought. Debtor agrees to pay all costs incurred by Secured Party in enforcing its rights under this Security Agreement, including but not limited to reasonable attorney's fees. All rights, powers and remedies of Secured Party hereunder shall be cumulative and not alternative. No delay on the part of Secured Party in the exercise of any other right or remedy or further exercise of the same remedy.

It is further agreed, subject to applicable law, that upon any sale of the Security according to law, or under the power herein given, that Secured Party may bid at said sale, or purchase the Security, or any part thereof at said sale.

Debtor warrants that if Debtor is a business entity, the execution, delivery and performance of the aforesaid promissory note and this Security Agreement are within its powers and have been duly authorized.

If more than one Debtor executes this Security Agreement, the obligations hereunder are joint and several. All words used herein in the singular shall be deemed to have been used in the plural when the context and construction so require. Any married person who signs this Security Agreement expressly agrees that recourse may be had against his/her separate property for all of his/her obligations to Secured Party.

This Security Agreement shall inure to the benefit of and bind Secured Party, its successors and assigns and each of the undersigned, their respective heirs, executors, administrators and successors in interest. Upon transfer by Secured Party of any part of the obligations secured hereby, Secured Party shall be fully discharged from all liability with respect to the Security transferred therewith.

Whenever possible each provision of this Security Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but, if any provision of this Security Agreement shall be prohibited or invalid under applicable law, such provisions shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Security Agreement.

IN WITNESS WHEREOF, Secured Party and Debtor have executed this instrument.

SECURED PARTY:

Jack Hewett

DEBTOR:

Harriet J. Piercy / Trustee

Attachment: B. EP 203-603 Claim_Harnett (2419 : EP 203-603)

SECURITY AGREEMENT
(PERSONAL PROPERTY)

THIS SECURITY AGREEMENT is made this **Fourteenth day of March, 2007** by and between **Harriet J. Piercy,**

of **33187 Hixon Street, Wildomar, CA 92595** County of **Riverside**, State of California, (hereinafter "Debtor")

and **Jack Hewett, an Unmarried Man**

of **73251 Pine Valley, Thousand Palms, CA 92276**, County of **Riverside**, State of California, (hereinafter "Secured Party").

WITNESSETH; That Debtor hereby grants to Secured Party a security interest in all that certain personal property (hereinafter to be referred to as "Security"), now owned or hereafter acquired (except consumer goods acquired more than ten (10) days after the Secured Party gives value, unless those goods are installed in or affixed to such property), and the proceeds and products thereof, described and situated as follows:

1965 Bel Aire mobilehome, bearing serial number S1446, and insignia number 21131.

Said mobilehome is located at 73251 Pine Valley, Thousand Palms, Ca 92276.

as security for the payment to Secured Party of **Thirty Five Thousand And 00/100 Dollars ($35,000.00) Dollars,** according to the terms and conditions of a certain Note Secured by Deed of Trust, of even date herewith.

This Security Agreement also secures: (a) any and all extensions or renewals of said promissory note; (b) the repayment of all sums, including but not limited to legal expenses, that may be advanced or incurred by Secured Party for the maintenance, protection or preservation of the Security, or any part thereof; (c) any and all other sums that may hereafter be advanced by Secured Party to or for the benefit of Debtor; (d) any and all other expenditures that may hereafter be made by Secured Party pursuant to the provisions hereof; and (e) any and all other debts and obligations of Debtor to Secured Party that may hereafter be incurred.

Debtor shall execute such Financing Statements and other documents and do such other acts and things as Secured Party may from time to time require to establish and maintain a valid, perfected security interest in the Security; and Debtor shall permit Secured Party and Secured Party's representatives to inspect the Security and/or the records pertaining thereto from time to time at any reasonable time.

Debtor shall keep the Security in good condition and repair, and shall not use it for any unlawful purpose; and shall not remove, nor permit to be removed, any part of the Security from the above premises without the prior written consent of Secured party, which shall not be unreasonably withheld; and shall provide, maintain and deliver to Secured Party physical damage and loss insurance policies covering the Security in amounts and with insurance companies satisfactory to Secured Party, naming Secured Party as loss payee, as Secured Party's interest may appear.

Debtor hereby declares and warrants to Secured Party that Debtor is the absolute and sole owner, and is in possession of all of the Security, and that the same is free and clear of all liens, encumbrances, adverse claims, and any other security interests. Debtor shall not sell or offer to sell or otherwise transfer the Security or any interest therein without the prior written consent of Secured Party; nor shall Debtor sell, assign or create or permit to exist any lien on or security interest in the Security in favor of anyone other than Secured Party, unless Secured Party consents thereto in writing. Debtor shall, upon Secured Party's request, remove any unauthorized lien or security interest on the Security, and defend any claims affecting the Security; and Debtor shall pay all charges against the Security, including but not limited to taxes, assessments, encumbrances and insurance, and upon Debtor's failure to do so, Secured Party may pay any such charge as it deems necessary and add the amount paid to the indebtedness of Debtor secured hereunder.

Attachment: B. EP 203-603 Claim_Harnett (2419 : EP 203-603)

If Debtor fails to make payment of any part of the principal or interest as provided in said promissory note at the time and in the manner therein specified, or if any breach be made of any obligation, promise or warranty of Debtor herein contained, then the whole principal sum unpaid on said promissory note, with accrued interest thereon, shall immediately become due and payable, without notice, at the option of Secured Party, and Secured Party, at its option, may: (a) sell, lease or otherwise dispose of the Security at public or private sale; unless the Security is perishable and threatens to decline speedily in value or is a type customarily sold on a recognized market, Secured Party will give Debtor at least ten (10) days prior written notice of the time and place of any public sale or of the time after which any private sale or any other intended disposition may be made; (b) retain the Security in satisfaction of the obligations secured hereby, with notice of such retention sent to Debtor as required by law; (c) notify any parties obligated on any of the Security consisting of accounts, instruments, chattel paper, choses in acting or the like to make payment to Secured Party and enforce collection of any of the Security herein; (d) require Debtor to assemble and deliver any of the Security to Secured Party at a reasonably convenient place designated by Secured Party: (e) apply all sums received or collected from or on account of the Security, including the proceeds of any sales thereof, to the payment of the costs and expenses incurred in preserving and enforcing the rights of Secured Party, including but not limited to reasonable attorney's fees, and the indebtedness secured hereby in such order and manner as Secured Party in its sole discretion determines; Secured Party shall account to Debtor for any surplus remaining thereafter, and shall pay such surplus to the party entitled thereto, including any second secured party who has made a proper demand upon Secured Party and has furnished proof to secured Party as requested in the manner provided by law; in like manner, Debtor agrees to pay to Secured Party without demand any deficiency after any Security has been disposed of and proceeds applied as aforesaid. Secured Party shall have all the rights and remedies of a secured party under the Uniform Commercial Code in any jurisdiction where enforcement is sought. Debtor agrees to pay all costs incurred by Secured Party in enforcing its rights under this Security Agreement, including but not limited to reasonable attorney's fees. All rights, powers and remedies of Secured Party hereunder shall be cumulative and not alternative. No delay on the part of Secured Party in the exercise of any other right or remedy or further exercise of the same remedy.

It is further agreed, subject to applicable law, that upon any sale of the Security according to law, or under the power herein given, that Secured Party may bid at said sale, or purchase the Security, or any part thereof at said sale.

Debtor warrants that if Debtor is a business entity, the execution, delivery and performance of the aforesaid promissory note and this Security Agreement are within its powers and have been duly authorized.

If more than one Debtor executes this Security Agreement, the obligations hereunder are joint and several. All words used herein in the singular shall be deemed to have been used in the plural when the context and construction so require. Any married person who signs this Security Agreement expressly agrees that recourse may be had against his/her separate property for all of his/her obligations to Secured Party.

This Security Agreement shall inure to the benefit of and bind Secured Party, its successors and assigns and each of the undersigned, their respective heirs, executors, administrators and successors in interest. Upon transfer by Secured Party of any part of the obligations secured hereby, Secured Party shall be fully discharged from all liability with respect to the Security transferred therewith.

Whenever possible each provision of this Security Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but, if any provision of this Security Agreement shall be prohibited or invalid under applicable law, such provisions shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Security Agreement.

IN WITNESS WHEREOF, Secured Party and Debtor have executed this instrument.

SECURED PARTY:

Jack Hewett

DEBTOR:

Harriet J. Piercy

Attachment: B. EP 203-603 Claim_Harnett (2419 : EP 203-603)

STATE OF CALIFORNIA

CERTIFICATION OF VITAL RECORD

COUNTY OF RIVERSIDE

RIVERSIDE, CALIFORNIA

CERTIFICATE OF DEATH

STATE OF CALIFORNIA
USE BLACK INK ONLY / NO ERASURES, WHITEOUTS OR ALTERATIONS
VS-11a(REV.3/06)

STATE FILE NUMBER

LOCAL REGISTRATION NUMBER 3201033013123

DECEDENT'S PERSONAL DATA

1. NAME OF DECEDENT – FIRST (Given)	2. MIDDLE	3. LAST (Family)
JACKIE	NEAL	HEWETT

AKA. ALSO KNOWN AS – Include full AKA (FIRST, MIDDLE, LAST)	4. DATE OF BIRTH mm/dd/ccyy	5. AGE Yrs	IF UNDER ONE YEAR Months / Days	IF UNDER 24 HOURS Hours / Minutes	6. SEX
JACK - HEWETT	06/14/1935	75			M

9. BIRTH STATE/FOREIGN COUNTRY	EVER IN U.S. ARMED FORCES?	12. MARITAL STATUS/RDP* (at Time of Death)	7. DATE OF DEATH mm/dd/ccyy	8. HOUR (24 Hours)
AR	X YES ☐ NO ☐ UNK	DIVORCED	12/28/2010 FND	0948

13. EDUCATION – Highest Level/Degree (see worksheet on back)	14/15. WAS DECEDENT HISPANIC/LATINO/A/SPANISH? (If yes, see worksheet on back)	15. DECEDENT'S RACE – Up to 3 races may be listed (see worksheet on back)
HS GRADUATE	☐ YES X NO	WHITE

17. USUAL OCCUPATION – Type of work for most of life. DO NOT USE RETIRED	18. KIND OF BUSINESS OR INDUSTRY (e.g., grocery store, road construction, employment agency, etc.)	19. YEARS IN OCCUPATION
SALESMAN	TOOLS	35

USUAL RESIDENCE

20. DECEDENT'S RESIDENCE (Street and number, or location)				
32500 RIVERSIDE DR. D-1				
21. CITY	22. COUNTY/PROVINCE	23. ZIP CODE	24. YEARS IN COUNTY	25. STATE/FOREIGN COUNTRY
LAKE ELSINORE	RIVERSIDE	92530	10	CA

INFORMANT

26. INFORMANT'S NAME RELATIONSHIP	27. INFORMANT'S MAILING ADDRESS (Street and number, or rural route number, city or town, state and zip)
TODD HEWETT, SON	4551 SHARON DR., LA PALMA, CA 90623

SPOUSE/RDP AND PARENT INFORMATION

28. NAME OF SURVIVING SPOUSE/RDP – FIRST	29. MIDDLE	30. LAST (BIRTH NAME)	
-	-	-	
31. NAME OF FATHER/PARENT – FIRST	32. MIDDLE	33. LAST	34. BIRTH STATE
UNK	-	HEWETT	AR
35. NAME OF MOTHER/PARENT – FIRST	36. MIDDLE	37. LAST (BIRTH NAME)	38. BIRTH STATE
ALICE	VIOLA	THORNTON	AR

FUNERAL DIRECTOR/ LOCAL REGISTRAR

39. DISPOSITION DATE mm/dd/ccyy	40. PLACE OF FINAL DISPOSITION		
01/03/2011	RES. TODD HEWETT 4551 SHARON DR., LA PALMA, CA 90623		
41. TYPE OF DISPOSITION(S)	42. SIGNATURE OF EMBALMER		43. LICENSE NUMBER
CR/RES	▶ NOT EMBALMED		-
44. NAME OF FUNERAL ESTABLISHMENT	45. LICENSE NUMBER	46. SIGNATURE OF LOCAL REGISTRAR	47. DATE mm/dd/ccyy
OPTIONS FUNERAL AND CREMATION SERVICE	FD1542	▶ ERIC K. FRYKMAN, M.D.	01/03/2011

PLACE OF DEATH

101. PLACE OF DEATH	102. IF HOSPITAL, SPECIFY ONE	103. IF OTHER THAN HOSPITAL, SPECIFY ONE	
RESIDENCE	☐ IP ☐ ER/OP ☐ DOA	☐ Hospice ☐ Nursing Home/LTC	X Decedent's Home ☐ Other
104. COUNTY	105. FACILITY ADDRESS OR LOCATION WHERE FOUND (Street and number, or location)		106. CITY
RIVERSIDE	32500 RIVERSIDE DR. D-1		LAKE ELSINORE

CAUSE OF DEATH

107. CAUSE OF DEATH — Enter the chain of events — diseases, injuries, or complications — that directly caused death. DO NOT enter terminal events such as cardiac arrest, respiratory arrest, or ventricular fibrillation without showing the etiology. DO NOT ABBREVIATE.

		Time Interval between Onset and Death	108. DEATH REPORTED TO CORONER?
IMMEDIATE CAUSE (Final disease or condition resulting in death)	(A) ATHEROSCLEROTIC CORONARY ARTERY DISEASE	(A1) YEARS	X YES ☐ NO
Sequentially list conditions, if any, leading to cause on line A. Enter UNDERLYING CAUSE (disease or injury that initiated the events resulting in death) LAST	(B)	(B1)	109. BIOPSY PERFORMED? ☐ YES X NO
	(C)	(C1)	110. AUTOPSY PERFORMED? ☐ YES X NO
	(D)	(D1)	111. USED IN DETERMINING CAUSE? ☐ YES ☐ NO

CORONER CASE NUMBER 2010-10143

112. OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH BUT NOT RESULTING IN THE UNDERLYING CAUSE GIVEN IN 107
HYPERTENSION

113. WAS OPERATION PERFORMED FOR ANY CONDITION IN ITEM 107 OR 112? (If yes, list type of operation and date.)
NO

113A. IF FEMALE, PREGNANT IN LAST YEAR? ☐ YES ☐ NO ☐ UNK

PHYSICIAN'S CERTIFICATION

114. I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE DEATH OCCURRED AT THE HOUR, DATE, AND PLACE STATED FROM THE CAUSES STATED. Decedent Attended Since / Decedent Last Seen Alive	115. SIGNATURE AND TITLE OF CERTIFIER	116. LICENSE NUMBER	117. DATE mm/dd/ccyy
(A) mm/dd/ccyy 07/03/2007 / (B) mm/dd/ccyy 01/07/2010	▶ MICHAEL FRANCIS FELONG M.D	G51366	01/03/2011
	118. TYPE ATTENDING PHYSICIAN'S NAME, MAILING ADDRESS, ZIP CODE: MICHAEL FRANCIS FELONG M.D 29645 RANCHO CALIFORNIA RD # 134, TEMECULA, CA 92591		

CORONER'S USE ONLY

119. I CERTIFY THAT IN MY OPINION DEATH OCCURRED AT THE HOUR, DATE, AND PLACE STATED FROM THE CAUSES STATED.
MANNER OF DEATH: ☐ Natural ☐ Accident ☐ Homicide ☐ Suicide ☐ Pending Investigation ☐ Could not be determined

120. INJURED AT WORK?	121. INJURY DATE mm/dd/ccyy	122. HOUR (24 Hours)
☐ YES ☐ NO ☐ UNK		

123. PLACE OF INJURY (e.g., home, construction site, wooded area, etc.)

124. DESCRIBE HOW INJURY OCCURRED (Events which resulted in injury)

125. LOCATION OF INJURY (Street and number, or location, and city, and zip)

126. SIGNATURE OF CORONER / DEPUTY CORONER	127. DATE mm/dd/ccyy	128. TYPE NAME, TITLE OF CORONER / DEPUTY CORONER
▶		

STATE REGISTRAR	A	B	C	D	E		FAX AUTH.#	CENSUS TRACT
						0100010018702O9		

CERTIFIED COPY OF VITAL RECORDS

STATE OF CALIFORNIA
COUNTY OF RIVERSIDE } SS

This is a true and exact reproduction of the document officially registered and placed on file in the office of the County of Riverside, Department of Health.

DATE ISSUED Jan 6, 2011

Eric Frykman, M.D., Local Registrar
RIVERSIDE COUNTY, CALIFORNIA

000917855

This copy not valid unless prepared on engraved border displaying seal and signature of Registrar.

Attachment: B. EP 203-603 Claim_Harnett (2419 : EP 203-603)

Pazicni, Jennifer

From: river4551@ca.rr.com
Sent: Wednesday, September 07, 2016 3:06 PM
To: Pazicni, Jennifer
Cc: kim harnett; Todd Capt Hewett; river4551@ca.rr.com
Subject: 73251 pine valley

Hello Jennifer, It was nice talking to you today, you were very helpful.
In regards to 73251 Pine Valley, Thousand Palms Ca., Assessment No. 693064004-6, Item 603, a note is in place for a balance due by Ms. Harriet Piercy in the amount of $35,000 plus 7% interest. No payments were made prior to, or after our fathers death on 12-28-2010. The note was signed on 4-17-2007 and due on 3-29-2012, I believe. Mrs. Piercy lived in that address and / or rented it out during that time.

If you have any questions, please give me a call.
Todd A. Hewett
562-619-0110

Attachment: B. EP 203-603 Claim_Harnett (2419 : EP 203-603)

Accrued Interest for Deed of Trust on 693064004-6

Original Loan Amount					**$35,000.00**
% Rate 7 per annum =	$2,450.00				
Interest per day =	$6.71				
Amount owing as of	03/29/2012				$35,000.00
Interest from	03/29/2012	to	03/29/2013	$2,450.00	$37,450.00
Interest from	03/29/2013	to	03/29/2014	$2,450.00	$39,900.00
Interest from	03/29/2014	to	03/29/2015	$2,450.00	$42,350.00
Interest from	03/29/2015	to	05/05/2015 (37 Days)	$248.36	$42,598.36
			Total		**$42,598.36**

Attachment: B. EP 203-603 Claim_Harnett (2419 : EP 203-603)

CLAIM FOR EXCESS PROCEEDS FROM THE SALE OF TAX-DEFAULTED PROPERTY
(SEE REVERSE SIDE FOR FURTHER INSTRUCTIONS)

RECEIVED
2015 AUG -3 PM 2:55
RIVERSIDE COUNTY
TREAS-TAX COLLECTOR

To: **Don Kent, Treasurer-Tax Collector**

Re: **Claim for Excess Proceeds**

TC 203 Item 603 Assessment No.: 693064004-6

Assessee: PIERCY, HARRIET J TR

Situs: 73251 PINE VALLEY DR THOUSAND PALMS 92276

Date Sold: May 5, 2015

Date Deed to Purchaser Recorded: June 18, 2015

Final Date to Submit Claim: June 20, 2016

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of $ 7,842.42 from the sale of the above mentioned real property. I/We were the ☒ lienholder(s), ☐ property owner(s) **[check in one box]** at the time of the sale of the property as is evidenced by Riverside County Recorder's Document No. _____; recorded on _____. A copy of this document is attached hereto. I/We are the rightful claimants by virtue of the attached assignment of interest. I/We have listed below and attached hereto each item of documentation supporting the claim submitted.

NOTE: YOUR CLAIM WILL NOT BE CONSIDERED UNLESS THE DOCUMENTATION IS ATTACHED.

1.) Copy of Lien for HOA Assessments Recorded on 6/7/2013
2.) Current Statement showing current amounts due.

If the property is held in Joint Tenancy, the taxsale process has severed this Joint Tenancy, and all Joint Tenants will have to sign the claim unless the claimant submits proof that he or she is entitled to the full amount of the claim, the claimant may only receive his or her respective portion of the claim.

I/We affirm under penalty of perjury that the foregoing is true and correct.

Executed this 29 day of July, 2015 at Laguna Niguel
County, State

Tracy Winghoff, Esq.
Signature of Claimant

Attorney For The Club at Shenandoah Spri
Signature of Claimant

TRACY ETTINGHOFF
Print Name

30011 Ivy Glenn #121
Street Address

Laguna Niguel, CA 92677
City, State, Zip

949-363-5573
Phone Number

Print Name

Street Address

City, State, Zip

Phone Number

SCO 8-21 (1-99)

Attachment: C. EP 203-603 Claim_ShenandoahSprings (2419 : EP 203-603)

County Administrative Center- 4th Floor
4080 Lemon Street, P.O. Box 12005
Riverside, CA 92502-2205
(951) 955-3900
(951) 955-3990 - Fax

E-mail: ttc@co.riverside.ca.us
www.countytreasurer.org

COUNTY OF RIVERSIDE
TREASURER-TAX COLLECTOR

Palm Desert Office
38-686 El Cerrito Road
Palm Desert, CA 92211

Temecula Office
40935 County Center Drive, Suite C
Temecula, CA 92591

July 22, 2015

TODD HEWETT & KIMBERLY HARNETT
4551 SHARON DR
LA PALMA, CA 90623

Re: EXCESS PROCEEDS FROM SALE OF TAX DEFAULTED PROPERTY

Assessment No.: 693064004-6 Item: 603
Situs Address: 73251 Pine Valley Dr Thousand Palms 92276
Assessee: Piercy, Harriet J Tr
Date Sold: May 5, 2015
Date Deed to Purchaser Recorded: June 18, 2015
Final Date to Submit Claim: June 20, 2016

Dear Sir or Madame:

The property referenced above was declared subject to the Tax Collector's power of sale for non-payment of taxes and later sold. Parties of Interest, as defined in Section 4675 of the California Revenue and Taxation Code (e.g., the last assessee and any lienholders of record), have a right to file a claim for any excess proceeds that remain after the tax liens and the costs of the sale have been satisfied. Our records show that you may be a party of interest, and we are enclosing for your convenience a claim form and a return envelope. Please note that your claim must be filed within one year of the date the deed to the purchaser was recorded (shown above). By law, we cannot accept claims after one year from this recording date. Claims submitted will be evaluated by our legal counsel and awarded in accordance with state law. The submission of a claim merely initiates that review.

The enclosed form is relatively simple and we must stress that most applicants will be able to fill it out without help. However, if you need help, please feel free to contact our office by mail, telephone or in person and we will help you without charge. You may telephone us at (951) 955-3336.

If you prefer to have an agent file your claim for you, or if you should decide to sell your claim (often referred to as "assignment") so that the purchaser of the claim may receive the funds, please advise us and we will send the proper form.

Please note also that the statutory procedures and the County's internal procedures dictate that most claims will not be processed until at least twenty (20) months following the date of recordation of the tax deed.

Sincerely,

DON KENT
TREASURER-TAX COLLECTOR

By *Jennifer Pazicni*
Deputy

117-170(Rev. 5-03)

Attachment: C. EP 203-603 Claim_ShenandoahSprings (2419 : EP 203-603)

RECORDING REQUESTED BY:

FIRST AMERICAN TITLE COMPANY
AS AN ACCOMMODATION ONLY

AND WHEN RECORDED RETURN TO:

Tracy H. Ettinghoff
30011 Ivy Glenn Drive, #121
Laguna Niguel, CA 92677-5016

DOC # 2013-0271960
06/07/2013 08:00 AM Fees: $18.00
Page 1 of 2
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder

This document was electronically submit to the County of Riverside for recording
Receipted by: LJONES

8312992

THIS SPACE FOR RECORDER'S USE ONLY

NOTICE OF DELINQUENT ASSESSMENT

Effective on the date of recordation of this notice, THE CLUB AT SHENANDOAH SPRINGS has a lien on the property described below in Paragraph 1, in the amounts listed in Paragraph 3.

1. The property against which the lien is imposed is commonly referred to as 73251 Pine Valley Drive, Thousand Palms, CA 92276 and more particularly described as:

Lot 246 of Tract 2462, as per map recorded in Book 45, Page(s) 24 to 33, Inclusive of Maps in the Office of the County Recorder of Said County.

2. The record owner(s) of the property described in Paragraph 1 is **Harriet J. Piercy, Trustee of the Harriet J. Piercy Separate Property Trust dated March 20, 2006**.

3. The amounts due under this assessment lien are $5,415.08.

a. Delinquent (regular, annual, special) assessments and late fees for the period from February 1, 2013 to May 29, 2013, in the amount of $4,695.08.

b. Costs incurred in collecting the assessment in the following amounts:

(1)	Attorneys Fees (Lien)	$415.00
	Attorneys Fees (§1367.1 Notice)	125.00
	Title Search	125.00
(2)	Recording Fees	45.00
(3)	Certified Mail	10.00
c.	Total Charges:	$720.00

d. Interest on the total charges at an annual percentage rate of 12%, commencing on February 1, 2013.

Attachment: C. EP 203-603 Claim_ShenandoahSprings (2419 : EP 203-603)

4. The name and address of the trustee authorized to enforce the lien are:

Tracy Ettinghoff
Attorney at Law
30011 Ivy Glenn Drive, Suite 121
Laguna Niguel, CA 92677-5016

THE CLUB AT SHENANDOAH SPRINGS

Tracy Ettinghoff

Dated: May 29, 2013

Tracy H. Ettinghoff, Attorney
AKA TRACY ETTINGHOFF

State of California
County of Orange

On May 28, 2013 before me, Teresa L. Olvera, Notary Public, personally appeared Tracy Ettinghoff, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

TERESA L. OLVERA
Commission # 1936378
Notary Public - California
Orange County
My Comm. Expires Jun 10, 2015

Attachment: C. EP 203-603 Claim_ShenandoahSprings (2419 : EP 203-603)

Law Office of Tracy Ettinghoff
30011 Ivy Glenn
Suite 121
Laguna Niguel, CA 92677

Statement

DATE
7/29/2015

TO:
Harriet Piercy, Trustee
33187 Hixon Street
Wildomar, CA 92595

AMOUNT DUE
$7,842.42

Account #	LIEN RECORDED

DATE	TRANSACTION	AMOUNT	BALANCE
06/29/2012	Balance forward		0.00
	Piercy, Harriet-		
02/01/2013	Balance	4,079.68	4,079.68
03/01/2013	Monthly Assessment	153.07	4,232.75
03/27/2013	Pre Lien Letter	150.00	4,382.75
03/27/2013	Title Company Report	150.00	4,532.75
04/01/2013	Attorney Review & Correspondence to Client	25.00	4,557.75
04/01/2013	Monthly Assessment	153.07	4,710.82
05/01/2013	Attorney Review & Correspondence to Client	25.00	4,735.82
05/01/2013	Monthly Assessment	153.07	4,888.89
05/20/2013	Prepare Notice of Delinquent Assessment, Ltr & Release	455.00	5,343.89
05/20/2013	Recording Fee	45.00	5,388.89
06/01/2013	Attorney Review & Correspondence to Client	25.00	5,413.89
06/01/2013	Monthly Assessment	153.07	5,566.96
07/01/2013	Attorney Review & Correspondence to Client	25.00	5,591.96
07/01/2013	Monthly Assessment	153.07	5,745.03
08/01/2013	Attorney Review & Correspondence to Client	25.00	5,770.03
08/01/2013	Monthly Assessment	153.07	5,923.10
09/01/2013	Attorney Review & Correspondence to Client	25.00	5,948.10
09/01/2013	Monthly Assessment	153.07	6,101.17
10/01/2013	Attorney Review & Correspondence to Client	25.00	6,126.17
10/01/2013	Monthly Assessment	153.07	6,279.24
11/01/2013	Attorney Review & Correspondence to Client	25.00	6,304.24
11/01/2013	Monthly Assessment	153.07	6,457.31
12/01/2013	Attorney Review & Correspondence to Client	25.00	6,482.31
12/01/2013	Monthly Assessment	153.07	6,635.38
12/13/2013	PMT #105907327757. Payment for HOA	-200.00	6,435.38
01/01/2014	Attorney Review & Correspondence to Client	25.00	6,460.38
01/01/2014	Monthly Assessment	155.34	6,615.72
02/01/2014	Monthly Assessment	155.34	6,771.06
02/01/2014	Attorney Review & Correspondence to Client	25.00	6,796.06
03/01/2014	Monthly Assessment	155.34	6,951.40
03/01/2014	Attorney Review & Correspondence to Client	25.00	6,976.40

THIS COMMUNICATION IS FROM A DEBT COLLECTOR. IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT US AT (949) 363-5573. ALL CHECKS MUST BE MADE PAYABLE TO TRACY ETTINGHOFF AND SENT TO THE ADDRESS ABOVE.

AMOUNT DUE
$7,842.42

Attachment: C. EP 203-603 Claim_ShenandoahSprings (2419 : EP 203-603)

Law Office of Tracy Ettinghoff
30011 Ivy Glenn
Suite 121
Laguna Niguel, CA 92677

Statement

DATE
7/29/2015

TO:
Harriet Piercy, Trustee
33187 Hixon Street
Wildomar, CA 92595

AMOUNT DUE
$7,842.42

Account #	LIEN RECORDED

DATE	TRANSACTION	AMOUNT	BALANCE
04/01/2014	Monthly Assessment	155.34	7,131.74
04/01/2014	Attorney Review & Correspondence to Client	25.00	7,156.74
05/01/2014	Monthly Assessment	155.34	7,312.08
05/01/2014	Attorney Review & Correspondence to Client	25.00	7,337.08
06/01/2014	Monthly Assessment	155.34	7,492.42
06/01/2014	Attorney Review & Correspondence to Client	25.00	7,517.42
07/01/2014	Attorney Review & Correspondence to Client	25.00	7,542.42
08/01/2014	Attorney Review & Correspondence to Client	25.00	7,567.42
09/01/2014	Attorney Review & Correspondence to Client	25.00	7,592.42
10/01/2014	Attorney Review & Correspondence to Client	25.00	7,617.42
11/01/2014	Attorney Review & Correspondence to Client	25.00	7,642.42
12/01/2014	Attorney Review & Correspondence to Client	25.00	7,667.42
01/01/2015	Attorney Review & Correspondence to Client	25.00	7,692.42
02/01/2015	Attorney Review & Correspondence to Client	25.00	7,717.42
03/01/2015	Attorney Review & Correspondence to Client	25.00	7,742.42
04/01/2015	Attorney Review & Correspondence to Client	25.00	7,767.42
05/01/2015	Attorney Review & Correspondence to Client	25.00	7,792.42
06/01/2015	Attorney Review & Correspondence to Client	25.00	7,817.42
07/01/2015	Attorney Review & Correspondence to Client	25.00	7,842.42

THIS COMMUNICATION IS FROM A DEBT COLLECTOR. IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT US AT (949) 363-5573. ALL CHECKS MUST BE MADE PAYABLE TO TRACY ETTINGHOFF AND SENT TO THE ADDRESS ABOVE.

AMOUNT DUE
$7,842.42

Attachment: C. EP 203-603 Claim_ShenandoahSprings (2419 : EP 203-603)

CLAIM FOR EXCESS PROCEEDS FROM THE SALE OF TAX-DEFAULTED PROPERTY
(SEE REVERSE SIDE FOR FURTHER INSTRUCTIONS)

RECEIVED
2016 APR 25 AM 6:37
RIVERSIDE COUNTY
TREAS-TAX COLLECTOR

To: **Don Kent, Treasurer-Tax Collector**

Re: **Claim for Excess Proceeds**

TC 203 Item 603 Assessment No.: 693064004-6

Assessee: PIERCY, HARRIET J TR

Situs: 73251 PINE VALLEY DR THOUSAND PALMS 92276

Date Sold: May 5, 2015

Date Deed to Purchaser Recorded: June 18, 2015

Final Date to Submit Claim: June 20, 2016

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of $ 12,861.71 from the sale of the above mentioned real property. I/We were the ☒ lienholder(s), ☐ property owner(s) **[check in one box]** at the time of the sale of the property as is evidenced by Riverside County Recorder's Document No. 2013-0491659; recorded on 10-15-13. A copy of this document is attached hereto. I/We are the rightful claimants by virtue of the attached assignment of interest. I/We have listed below and attached hereto each item of documentation supporting the claim submitted.

NOTE: YOUR CLAIM WILL NOT BE CONSIDERED UNLESS THE DOCUMENTATION IS ATTACHED.

Notice of Delinquent Assessment

If the property is held in Joint Tenancy, the taxsale process has severed this Joint Tenancy, and all Joint Tenants will have to sign the claim unless the claimant submits proof that he or she is entitled to the full amount of the claim, the claimant may only receive his or her respective portion of the claim.

I/We affirm under penalty of perjury that the foregoing is true and correct.

Executed this 23 day of NOVEMBER, 2015 at THOUSAND PALMS CA 92276
County, State

Signature of Claimant

Signature of Claimant

BARRIE E. SMITH
Print Name

Print Name

33855 BELL ROAD
Street Address

Street Address

THOUSAND PALMS CA 92276
City, State, Zip

City, State, Zip

760-636-1645
Phone Number

Phone Number

SCO 8-21 (1-99)

Attachment: D. EP 203-603 Claim_TriPalmUOA (2419 : EP 203-603)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT
CIVIL CODE § 1189

State of California
County of RIVERSIDE }

On 11-23-15 (Date) before me, VERNA MAAS (NOTARY) (Here Insert Name and Title of the Officer),

personally appeared BARRIE E SMITH (Name(s) of Signer(s)),

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

VERNA M. MAAS
Commission # 2053457
Notary Public - California
Riverside County
My Comm. Expires Jan 22, 2018

Place Notary Seal Above

Signature: Verna M Maas
Signature of Notary Public

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: TAX COLLECT Document Date: 11-23-15

Number of Pages: 1 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer — Title(s): _____	☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: _____	Signer Is Representing: _____

© 2013 National Notary Association • www.NationalNotary.org • 1-800-US NOTARY (1-800-876-6827) Item #5907

Attachment: D. EP 203-603 Claim_TriPalmUOA (2419 : EP 203-603)

JUL 28 2015

County Administrative Center- 4th Floor
4080 Lemon Street, P.O. Box 12005
Riverside, CA 92502-2205
(951) 955-3900
(951) 955-3990 - Fax

E-mail: ttc@co.riverside.ca.us
www.countytreasurer.org

COUNTY OF RIVERSIDE
TREASURER-TAX COLLECTOR

Palm Desert Office
38-686 El Cerrito Road
Palm Desert, CA 92211

Temecula Office
40935 County Center Drive, Suite C
Temecula, CA 92591

#1246

July 22, 2015

TRI PALM UNIFIED OWNERS ASSOCIATION
P.O. BOX 621
THOUSAND PALMS, CA 92276

Re: EXCESS PROCEEDS FROM SALE OF TAX DEFAULTED PROPERTY

Assessment No.: 693064004-6 Item: 603
Situs Address: 73251 Pine Valley Dr Thousand Palms 92276
Assessee: Piercy, Harriet J Tr
Date Sold: May 5, 2015
Date Deed to Purchaser Recorded: June 18, 2015
Final Date to Submit Claim: June 20, 2016

Dear Sir or Madame:

The property referenced above was declared subject to the Tax Collector's power of sale for non-payment of taxes and later sold. Parties of Interest, as defined in Section 4675 of the California Revenue and Taxation Code (e.g., the last assessee and any lienholders of record), have a right to file a claim for any excess proceeds that remain after the tax liens and the costs of the sale have been satisfied. Our records show that you may be a party of interest, and we are enclosing for your convenience a claim form and a return envelope. Please note that your claim must be filed within one year of the date the deed to the purchaser was recorded (shown above). By law, we cannot accept claims after one year from this recording date. Claims submitted will be evaluated by our legal counsel and awarded in accordance with state law. The submission of a claim merely initiates that review.

The enclosed form is relatively simple and we must stress that most applicants will be able to fill it out without help. However, if you need help, please feel free to contact our office by mail, telephone or in person and we will help you without charge. You may telephone us at (951) 955-3336.

If you prefer to have an agent file your claim for you, or if you should decide to sell your claim (often referred to as "assignment") so that the purchaser of the claim may receive the funds, please advise us and we will send the proper form.

Please note also that the statutory procedures and the County's internal procedures dictate that most claims will not be processed until at least twenty (20) months following the date of recordation of the tax deed.

Sincerely,

DON KENT
TREASURER-TAX COLLECTOR

By *Jennifer Pazieni*
Deputy

117-170(Rev. 5-03)

Attachment: D. EP 203-603 Claim_TriPalmUOA (2419 : EP 203-603)

COPY

DOC # 2013-0491659
10/15/2013 11:10A Fee:33.00
Page 1 of 7
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder

S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
1			7						12.50
M	A	L	465	426	PCOR	NCOR	SMF	NCHG	EXAM
					T:		CTY	UNI	809

45.50

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

Collections Director
Tri Palm Unified Owners Association
33241 Westchester Drive
Thousand Palms, CA 92276-0621

Lot No: 1246

NOTICE OF DELINQUENT ASSESSMENT

NOTICE IS HEREBY GIVEN that the Board of Directors of TRI PALM UNIFIED OWNERS ASSOCIATON, pursuant to the powers conferred upon it by that certain Declaration of Restrictions recorded in the Office of the Riverside County Recorder, State of California, on January 9, 1989, as File/Page No. 89-6293, and any amendments or restatements thereof, and Civil Code Section 1367.1, levied assessments and other charges on that certain unit located at 73-251 PINE VALLEY, Thousand Palms, CA 92276, more particularly known as Parcel No. 693 064 004.

1. The amount of the lien imposed on the unit by this notice is the sum of $330.59 as itemized in Exhibit "A" attached hereto, plus any additional amounts accrued and owing after the date of recordation to the date of satisfaction hereof, which includes the following:

In addition to the amounts set forth in Exhibit "A", this lien shall include any other delinquent payments, credits, assessments and/or interest which have become due and payable with respect to said unit, together with all costs (including attorney's fees), penalties and interest which have been accrued on such amounts prior to the recording of this notice; and this lien shall further include any delinquent payments, assessments and interest which become due and payable with respect to said unit, together with all costs (including attorney's fees), penalties and interest which accrue subsequent to the levy of this assessment and/or recording of this Notice. **FAILURE TO PAY ACCRUED ASSESSMENTS AND OTHER COSTS MAY RESULT IN YOUR PROPERTY BEING FORECLOSED UPON.**

2. The purported owners of the unit are HARRIET PIERCY.

3. The name and address of the trustee authorized by the Association to enforce the lien by sale is Cal Western Reconveyance Corporation, 525 East Main Street, El Cajon, California 92022-9004.

Date: 10/14/13

BY: _____

Print Name: LINDA DATSON
Collections Director

TRI PALM UNIFIED OWNERS ASSOCIATION)
STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)

TRI PALM UNIFIED OWNERS ASSOCIATION

Attachment: D. EP 203-603 Claim_TriPalmUOA (2419 : EP 203-603)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
COUNTY OF Riverside)

On Oct. 14, 2013 (DATE) before me, SERGIO SANDOVAL, Notary Public (INSERT NAME, TITLE OF OFFICER – E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared, Linda Kathryn Batson - For - Tri-Palm Unified Owners Association,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

NOTARY PUBLIC SIGNATURE (SEAL)

SERGIO SANDOVAL
COMM. #1978141
NOTARY PUBLIC • CALIFORNIA
RIVERSIDE COUNTY
Commission Expires MAY 13, 2016

OPTIONAL INFORMATION

THIS OPTIONAL INFORMATION SECTION IS NOT REQUIRED BY LAW BUT MAY BE BENEFICIAL TO PERSONS RELYING ON THIS NOTARIZED DOCUMENT.

TITLE OR TYPE OF DOCUMENT _____

DATE OF DOCUMENT _____ NUMBER OF PAGES _____

SIGNERS(S) OTHER THAN NAMED ABOVE _____

SIGNER'S NAME _____ SIGNER'S NAME _____

RIGHT THUMBPRINT	RIGHT THUMBPRINT

To order supplies, please contact McGlone Insurance Services, Inc. at (916) 484 0804.

Attachment: D. EP 203-603 Claim_TriPalmUOA (2419 : EP 203-603)

Statement

Tri Palm Unified Owners Association
P.O. Box 621
Thousand Palms Ca 92276
(760) 343-5256

Date
11/16/2015

Bill To
1246 Harriett J Piercy 33187 Hixon St Wildomar, CA 92595

Property Address:

Amount Due	Amount Enc.
$13,135.21	

Date	Transaction	Amount	Balance
03/30/2011	Balance forward		0.0(
04/12/2011	INV #13835.	50.00	50.0(
06/01/2011	INV #13491.	100.00	150.0(
06/01/2011	INV #FC 9423. Finance Charge	0.62	150.62
06/27/2011	INV #13885.	500.00	650.62
06/27/2011	INV #13976.	10.39	661.01
06/30/2011	INV #FC 9979. Finance Charge	0.37	661.38
07/29/2011	INV #14068.	250.00	911.38
07/29/2011	INV #FC 10629. Finance Charge	4.57	915.95
08/05/2011	CREDMEM #14143.	-753.46	162.49
08/31/2011	INV #FC 11101. Finance Charge	1.30	163.79
09/01/2011	INV #14336.	10.00	173.79
09/30/2011	INV #FC 11455. Finance Charge	1.26	175.05
10/28/2011	INV #14417.	150.00	325.05
10/31/2011	INV #FC 11755. Finance Charge	1.41	326.46
11/30/2011	INV #14472.	200.00	526.46
11/30/2011	INV #FC 12039. Finance Charge	2.37	528.83
12/31/2011	INV #14510.	250.00	778.83
12/31/2011	INV #FC 12289. Finance Charge	3.98	782.81
01/01/2012	INV #15659.	50.00	832.81
01/31/2012	INV #16175.	200.00	1,032.81
02/29/2012	INV #16208.	200.00	1,232.81
02/29/2012	INV #FC 12511. Finance Charge	11.76	1,244.57
02/29/2012	INV #FC 13449. Finance Charge	10.00	1,254.57
03/31/2012	INV #16376.	250.00	1,504.57
03/31/2012	INV #FC 14231. Finance Charge	7.80	1,512.37
04/30/2012	INV #16496.	200.00	1,712.37
04/30/2012	INV #FC 14663. Finance Charge	9.03	1,721.40
05/31/2012	INV #16577.	250.00	1,971.40
05/31/2012	INV #FC 15005. Finance Charge	12.77	1,984.17
06/30/2012	INV #16643.	200.00	2,184.17
06/30/2012	INV #FC 15277. Finance Charge	14.21	2,198.38
07/31/2012	INV #16696.	200.00	2,398.38
07/31/2012	INV #FC 15543. Finance Charge	16.21	2,414.59

CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
0.00	0.00	0.00	0.00	13,135.21	$13,135.21

Attachment: D. EP 203-603 Claim_TriPalmUOA (2419 : EP 203-603)

Statement

Tri Palm Unified Owners Association
P.O. Box 621
Thousand Palms Ca 92276
(760) 343-5256

Date
11/16/2015

Bill To
1246 Harriett J Piercy 33187 Hixon St Wildomar, CA 92595

Property Address:

Amount Due	Amount Enc.
$13,135.21	

Date	Transaction	Amount	Balance
08/31/2012	INV #16730.	250.00	2,664.59
08/31/2012	INV #FC 15793. Finance Charge	17.74	2,682.33
09/30/2012	INV #16814.	200.00	2,882.33
09/30/2012	INV #FC 16033. Finance Charge	19.02	2,901.35
10/31/2012	INV #16877.	200.00	3,101.35
10/31/2012	INV #FC 16269. Finance Charge	21.18	3,122.53
11/30/2012	INV #FC 16461. Finance Charge	21.98	3,144.51
11/30/2012	INV #16915.	250.00	3,394.51
12/30/2012	INV #16954.	200.00	3,594.51
12/31/2012	INV #FC 16585. Finance Charge	24.67	3,619.18
01/31/2013	INV #18202.	60.00	3,679.18
01/31/2013	INV #18631.	200.00	3,879.18
01/31/2013	INV #FC 16673. Finance Charge	26.15	3,905.33
02/01/2013	INV #FC 17017. Finance Charge	10.00	3,915.33
02/28/2013	INV #18914.	250.00	4,165.33
02/28/2013	INV #FC 17483. Finance Charge	32.71	4,198.04
03/31/2013	INV #40010.	200.00	4,398.04
03/31/2013	INV #FC 17813. Finance Charge	40.09	4,438.13
04/30/2013	INV #CCR0140.	200.00	4,638.13
04/30/2013	INV #FC 18026. Finance Charge	40.73	4,678.86
05/30/2013	INV #CCR0210.	250.00	4,928.86
05/31/2013	INV #FC 18186. Finance Charge	44.25	4,973.11
06/30/2013	INV #CCR276.	200.00	5,173.11
06/30/2013	INV #FC 18325. Finance Charge	45.17	5,218.28
07/31/2013	INV #CCR333.	250.00	5,468.28
07/31/2013	INV #FC 18440. Finance Charge	48.76	5,517.04
08/30/2013	INV #CCR2624.	6.31	5,523.35
08/31/2013	INV #CCR2600.	200.00	5,723.35
08/31/2013	INV #FC 18542. Finance Charge	51.31	5,774.66
09/30/2013	INV #CCR1617.	200.00	5,974.66
09/30/2013	INV #CCR1618.	50.00	6,024.66
09/30/2013	INV #FC 18650. Finance Charge	51.64	6,076.30
10/15/2013	INV #Lien16477.	55.50	6,131.80
10/31/2013	INV #CCR16495.	200.00	6,331.80

CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
0.00	0.00	0.00	0.00	13,135.21	$13,135.21

Attachment: D. EP 203-603 Claim_TriPalmUOA (2419 : EP 203-603)

Statement

Tri Palm Unified Owners Association
P.O. Box 621
Thousand Palms Ca 92276
(760) 343-5256

Date
11/16/2015

Bill To
1246 Harriett J Piercy 33187 Hixon St Wildomar, CA 92595

Property Address:

Amount Due	Amount Enc.
$13,135.21	

Date	Transaction	Amount	Balance
10/31/2013	INV #CCR16496.	200.00	6,531.8
10/31/2013	INV #FC 18755. Finance Charge	56.25	6,588.0
11/30/2013	INV #CCR1239.	250.00	6,838.0
11/30/2013	INV #CCR1240.	250.00	7,088.0
11/30/2013	INV #FC 18857. Finance Charge	58.59	7,146.6
12/31/2013	INV #CCR41652.	200.00	7,346.6
12/31/2013	INV #CCR41653.	200.00	7,546.6
12/31/2013	INV #FC 18956. Finance Charge	65.71	7,612.3
01/01/2014	INV #20141159.	72.00	7,684.3
01/31/2014	INV #CC&R203.	250.00	7,934.3
01/31/2014	INV #CC&R213.	250.00	8,184.3
01/31/2014	INV #FC 19793. Finance Charge	10.00	8,194.3
01/31/2014	INV #FC 20259. Finance Charge	0.78	8,195.1
02/28/2014	INV #CC&R89.	200.00	8,395.1
02/28/2014	INV #FC 20563. Finance Charge	68.21	8,463.3
03/31/2014	INV #CC&R34706.	200.00	8,663.3
03/31/2014	INV #FC 20759. Finance Charge	77.66	8,741.0
04/30/2014	INV #CCR473.	200.00	8,941.0
04/30/2014	INV #FC 20905. Finance Charge	77.06	9,018.0
05/31/2014	INV #CC&R514.	250.00	9,268.0
05/31/2014	INV #FC 21036. Finance Charge	81.74	9,349.8
06/30/2014	INV #CCR553.	250.00	9,599.8
06/30/2014	INV #FC 21161. Finance Charge	81.50	9,681.3
07/31/2014	INV #CC&R581.	200.00	9,881.3
07/31/2014	INV #FC 21274. Finance Charge	86.84	9,968.1
08/31/2014	INV #CCR617.	200.00	10,168.1
08/31/2014	INV #FC 21381. Finance Charge	88.88	10,257.0
09/30/2014	INV #CC&R680.	200.00	10,457.0
09/30/2014	INV #FC 21490. Finance Charge	87.91	10,544.9
10/31/2014	INV #CC&R627.	250.00	10,794.9
10/31/2014	INV #FC 21603. Finance Charge	92.96	10,887.8
11/30/2014	INV #CCR66063.	200.00	11,087.8
11/30/2014	INV #FC 21761. Finance Charge	92.35	11,180.2
12/31/2014	INV #CC&R2224.	250.00	11,430.2

CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
0.00	0.00	0.00	0.00	13,135.21	$13,135.21

Attachment: D. EP 203-603 Claim_TriPalmUOA (2419 : EP 203-603)

Statement

Tri Palm Unified Owners Association
P.O. Box 621
Thousand Palms Ca 92276
(760) 343-5256

Date
11/16/2015

Bill To
1246 Harriett J Piercy 33187 Hixon St Wildomar, CA 92595

Property Address:

Amount Due	Amount Enc.
$13,135.21	

Date	Transaction	Amount	Balance
12/31/2014	INV #FC 21861. Finance Charge	97.55	11,527.79
01/01/2015	INV #Assmt10444.	72.00	11,599.79
01/31/2015	INV #CC&R015.	200.00	11,799.79
01/31/2015	INV #FC 22066. Finance Charge	100.81	11,900.60
01/31/2015	INV #FC 22589. Finance Charge	10.00	11,910.60
02/28/2015	INV #CCR99927.	200.00	12,110.60
02/28/2015	INV #FC 22803. Finance Charge	92.79	12,203.39
03/31/2015	INV #CCR8891.	200.00	12,403.39
03/31/2015	INV #FC 22966. Finance Charge	104.91	12,508.30
04/30/2015	INV #CCR79846.	250.00	12,758.30
04/30/2015	INV #FC 23094. Finance Charge	103.41	12,861.71
05/31/2015	INV #CCR5557.	200.00	13,061.71
05/31/2015	INV #FC 23462. Finance Charge	109.50	13,171.21
10/01/2015	CREDMEM #Assmt81035.	-36.00	13,135.21

CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
0.00	0.00	0.00	0.00	13,135.21	$13,135.21

Attachment: D. EP 203-603 Claim_TriPalmUOA (2419 : EP 203-603)

CLAIM FOR EXCESS PROCEEDS FROM THE SALE OF TAX-DEFAULTED PROPERTY
(SEE REVERSE SIDE FOR FURTHER INSTRUCTIONS)

RECEIVED
2015 AUG -6 AM 11:48
RIVERSIDE COUNTY
TREAS-TAX COLLECTOR

To: **Don Kent, Treasurer-Tax Collector**

Re: **Claim for Excess Proceeds**

TC 203 Item 603 Assessment No.: 693064004-6

Assessee: PIERCY, HARRIET J TR

Situs: 73251 PINE VALLEY DR THOUSAND PALMS 92276

Date Sold: May 5, 2015

Date Deed to Purchaser Recorded: June 18, 2015

Final Date to Submit Claim: June 20, 2016

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of $14,795.67 from the sale of the above mentioned real property. I/We were the ☐ lienholder(s), ☒ property owner(s) **[check in one box]** at the time of the sale of the property as is evidenced by Riverside County Recorder's Document No. 2007-0214562 recorded on 3/29/07. A copy of this document is attached hereto. I/We are the rightful claimants by virtue of the attached assignment of interest. I/We have listed below and attached hereto each item of documentation supporting the claim submitted.

NOTE: YOUR CLAIM WILL NOT BE CONSIDERED UNLESS THE DOCUMENTATION IS ATTACHED.

Grant Deed evidencing ownership at the time of lien sale
(Riv Co. Doc# 2007-0214562)
I am the sole trustee and beneficiary of my Separate property trust - (owner of subject property)

If the property is held in Joint Tenancy, the taxsale process has severed this Joint Tenancy, and all Joint Tenants will have to sign the claim unless the claimant submits proof that he or she is entitled to the full amount of the claim, the claimant may only receive his or her respective portion of the claim.

I/We affirm under penalty of perjury that the foregoing is true and correct.

Executed this 4 day of Aug, 2015 at Wildomar, CA 92595
County, State

Signature of Claimant

Harriet J Piercy
Print Name

23905 Clinton Keith Rd. #114-139
Street Address

Wildomar, CA 92595
City, State, Zip

951-719-6518
Phone Number

lizapiercy@msn.com

Signature of Claimant

Print Name

Street Address

City, State, Zip

Phone Number

SCO 8-21 (1-99)

Attachment: E. EP 203-603 Claim_Piercy (2419 : EP 203-603)

County Administrative Center- 4th Floor
4080 Lemon Street, P.O. Box 12005
Riverside, CA 92502-2205
(951) 955-3900
(951) 955-3990 - Fax

E-mail: ttc@co.riverside.ca.us
www.countytreasurer.org

COUNTY OF RIVERSIDE
TREASURER-TAX COLLECTOR

Palm Desert Office
38-686 El Cerrito Road
Palm Desert, CA 92211

Temecula Office
40935 County Center Drive, Suite C
Temecula, CA 92591

July 22, 2015

TODD HEWETT & KIMBERLY HARNETT
4551 SHARON DR
LA PALMA, CA 90623

Re: EXCESS PROCEEDS FROM SALE OF TAX DEFAULTED PROPERTY

Assessment No.: 693064004-6 Item: 603
Situs Address: 73251 Pine Valley Dr Thousand Palms 92276
Assessee: Piercy, Harriet J Tr
Date Sold: May 5, 2015
Date Deed to Purchaser Recorded: June 18, 2015
Final Date to Submit Claim: June 20, 2016

Dear Sir or Madame:

The property referenced above was declared subject to the Tax Collector's power of sale for non-payment of taxes and later sold. Parties of Interest, as defined in Section 4675 of the California Revenue and Taxation Code (e.g., the last assessee and any lienholders of record), have a right to file a claim for any excess proceeds that remain after the tax liens and the costs of the sale have been satisfied. Our records show that you may be a party of interest, and we are enclosing for your convenience a claim form and a return envelope. Please note that your claim must be filed within one year of the date the deed to the purchaser was recorded (shown above). By law, we cannot accept claims after one year from this recording date. Claims submitted will be evaluated by our legal counsel and awarded in accordance with state law. The submission of a claim merely initiates that review.

The enclosed form is relatively simple and we must stress that most applicants will be able to fill it out without help. However, if you need help, please feel free to contact our office by mail, telephone or in person and we will help you without charge. You may telephone us at (951) 955-3336.

If you prefer to have an agent file your claim for you, or if you should decide to sell your claim (often referred to as "assignment") so that the purchaser of the claim may receive the funds, please advise us and we will send the proper form.

Please note also that the statutory procedures and the County's internal procedures dictate that most claims will not be processed until at least twenty (20) months following the date of recordation of the tax deed.

Sincerely,

DON KENT
TREASURER-TAX COLLECTOR

By *Jennifer Pazicni*
Deputy

117-170(Rev. 5-03)

Attachment: E. EP 203-603 Claim_Piercy (2419 : EP 203-603)

Recording Requested By
First American Title Company
Riverside Resale

RECORDING REQUESTED BY
First American Title
AND WHEN RECORDED MAIL TO:
Harriet J. Piercy, Trustee
33187 Hixon Street
Wildomar, CA 92595

2 709640-04

DOC # 2007-0214562
03/29/2007 08:00A Fee:7.00
Page 1 of 1 Doc T Tax Paid
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder

S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COP
1			1						
M	A	L	465	426	PCOR	NCOR	SMF	NCHG	EXAN
									006

A.P.N.: 653-094-004-7 TRA #: 061-114 Order No.

GRANT DEED

7

T
008

THE UNDERSIGNED GRANTOR(s) DECLARE(s) THAT DOCUMENTARY TRANSFER TAX IS: COUNTY $49.50
[X] computed on full value of property conveyed, or
[ ] computed on full value less value of liens or encumbrances remaining at time of sale,
[X] unincorporated area: [ ] ~~City of Thousand Palms~~, and

FOR A VALUABLE CONSIDERATION, Receipt of which is hereby acknowledged,

Jack Hewett, an Unmarried Man

hereby GRANT(S) to

Harriet J. Piercy, Trustee of the Harriet J. Piercy Seperate Property Trust dated March 20, 2006

the following described property in the **unincorporated area** of the County of **Riverside** State of California;

Lot 246 of Tract 2462, as per map recorded in Book 45, Pages 24 to 33, Inclusive of Maps in the Office of the County Recorder of said County.

Jack Hewett

Document Date: March 14, 2007

STATE OF CALIFORNIA)SS
COUNTY OF RIVERSIDE)
On MARCH 16, 2007 before me, K. RODRIQUEZ, a Notary Public,
personally appeared JACK HEWETT,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.
WITNESS my hand and official seal.

Signature

The area below is for official notarial seal.

K. RODRIQUEZ
COMM. #1578727
Notary Public-California
RIVERSIDE COUNTY
My Comm. Exp. May 14, 2009

Mail Tax Statements to: SAME AS ABOVE or Address Noted Below

Attachment: E. EP 203-603 Claim_Piercy (2419 : EP 203-603)

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

SUBMITTAL DATE:
August 16, 2016

FROM : TREASURER-TAX COLLECTOR:

SUBJECT: Recommendation for Distribution of Excess Proceeds for Tax Sale No. 203, Item 622. Last assessed to: Antonia Soto. District 4 [$31,872]. Fund 65595 Excess Proceeds from Tax Sale.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the claim from Norma Carrillo, heir to the Estate of Antonia Soto, last assessee for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 768391005-5;
2. Approve the claim from Gloria Duco, heir to the Estate of Antonia Soto, last assessee for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 768391005-5;
3. Approve the claim from Lawrence Soto, heir to the Estate of Antonia Soto, last assessee for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 768391005-5;
4. Authorize and direct the Auditor-Controller to issue warrants to Norma Carrillo, heir to the Estate of Antonia Soto in the amount of $10,624.24, Gloria Duco, heir to the Estate of Antonia Soto in the amount of $10,624.24 and Lawrence Soto, heir to the Estate of Antonia Soto in the amount of $10,624.23, no sooner than ninety days from the date of this order, unless an appeal has been filed in Superior Court, pursuant to the California Revenue and Taxation Code Section 4675.

Don Kent
Don Kent, Treasurer-Tax Collector 10/14/2016

BACKGROUND:

Summary

In accordance with Section 3691 et seq. of the California Revenue and Taxation Code, and with prior approval of the Board of Supervisors, The Tax Collector conducted the May 5, 2015 public auction sale. The deed conveying title to the purchasers at the auction was recorded June 18, 2015. Further, as required by Section 4676 of the California Revenue and Taxation Code, notice of the right to claim excess proceeds was given on July 22, 2015, to parties of interest as defined in Section 4675 of said code. Parties of interest have been determined by an examination of lot book reports as well as Assessor's and Recorder's records, and various research methods were used to obtain current mailing addresses for these parties of interest.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	$ 31,872	$ 0	$ 31,872	$ 0

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

NET COUNTY COST	$ 0	$ 0	$ 0	$ 0

SOURCE OF FUNDS: **Fund 65595 Excess Proceeds from Tax Sale**	**Budget Adjustment:** No
	For Fiscal Year: 16/17

C.E.O. RECOMMENDATION: APPROVE

BACKGROUND:
Summary (continued)

The Treasurer-Tax Collector has received three claims for excess proceeds:

1. Claim from Norma Carrillo, heir to the Estate of Antonia Soto based on a Joint Tenancy Grant Deed recorded June 7, 1957 as Instrument No. 41669, an Affidavit-Death of Joint Tenant recorded February 28, 1963 as Instrument No. 20451, an Affidavit for Collection of Personal Property Probate Code 13101 dated March 29, 2016 and the death certificate of Antonia Lopez Soto.
2. Claim from Gloria Duco, heir to the Estate of Antonia Soto based on a Joint Tenancy Grant Deed recorded June 7, 1957 as Instrument No. 41669, an Affidavit-Death of Joint Tenant recorded February 28, 1963 as Instrument No. 20451, an Affidavit for Collection of Personal Property Probate Code 13101 dated April 2, 2016 and the death certificate of Antonia Lopez Soto.
3. Claim from Lawrence Soto, heir to the Estate of Antonia Soto based on a Joint Tenancy Grant Deed recorded June 7, 1957 as Instrument No. 41669, an affidavit-Death of Joint Tenant recorded February 28, 1963 as Instrument No. 20451, an Affidavit for Collection of Personal Property Probate Code 13101 dated April 2, 2016 and the death certificate of Antonia Lopez Soto.

Pursuant to Section 4675 of the California Revenue and Taxation Code, it is the recommendation of this office that Norma Carrillo, heir to the Estate of Antonia Soto be awarded excess proceeds in the amount of $10,624.24, Gloria Duco, heir to the Estate of Antonia Soto be awarded excess proceeds in the amount of $10,624.24 and Lawrence Soto, heir to the Estate of Antonia Soto be awarded excess proceeds in the amount of $10,624.23. Supporting documentation has been provided. The Tax Collector requests approval of the above recommended motion. Notice of this recommendation was sent to the claimants by certified mail.

Impact on Residents and Businesses

Excess proceeds are being released to the heirs of the last assessee of the property.

ATTACHMENTS (if any, in this order):

ATTACHMENT A. **Claim_Carrillo, Duco & Soto**

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

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RECEIVED
2016 APR 20 PM 3:27
RIVERSIDE COUNTY
TREAS-TAX COLLECTOR

CLAIM FOR EXCESS PROCEEDS FROM THE SALE OF TAX-DEFAULTED PROPERTY
(SEE REVERSE SIDE FOR FURTHER INSTRUCTIONS)

To: Don Kent, Treasurer-Tax Collector

Re: Claim for Excess Proceeds

TC 203 Item 622 Assessment No.: 768391005-5

Assessee: SOTO ANTONIA

Situs: 52388 CALLE TECHA COACHELLA 92236

Date Sold: May 5, 2015

Date Deed to Purchaser Recorded: June 18, 2015

Final Date to Submit Claim: June 20, 2016

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of $31,822.21 from the sale of the above mentioned real property. I/We were the ☐ lienholder(s), ☒ property owner(s) [check in one box] at the time of the sale of the property as is evidenced by Riverside County Recorder's Document No. _____; recorded on _____. A copy of this document is attached hereto. I/We are the rightful claimants by virtue of the attached assignment of interest. I/We have listed below and attached hereto each item of documentation supporting the claim submitted.

NOTE: YOUR CLAIM WILL NOT BE CONSIDERED UNLESS THE DOCUMENTATION IS ATTACHED.

Attached please find our Affidavit for Collection of Personal Property and its accompanying exhibits. Our signatures are notarized therein. We are the decedent's natural children, Gloria Duco fka Gloria Soto, Lawrence Soto, and Norma Carrillo fka Norma Carrillo. We all agree to an even apportionment of the excess proceeds. The funds may be distributed equally amongst us three.

If the property is held in Joint Tenancy, the taxsale process has severed this Joint Tenancy, and all Joint Tenants will have to sign the claim unless the claimant submits proof that he or she is entitled to the full amount of the claim, the claimant may only receive his or her respective portion of the claim.

I/We affirm under penalty of perjury that the foregoing is true and correct.

Executed this 2 day of ~~March~~ April, 20 16 at ~~Orange~~ Riverside, California
County, State

Gloria Duco
Signature of Claimant

Please see attachments for 2 additional signatures.
Signature of Claimant

Gloria Duco
Print Name

Print Name

700 E. Lake Drive, Unit 126
Street Address

Street Address

Orange, CA 92866
City, State, Zip

City, State, Zip

714/915-9256
Phone Number

Phone Number

SCO 8-21 (1-99)

Please see attachments for 2 additional signatures.

Attachment: A. EP 203-622 Claim_CarrilloDucoSoto (2053 : EP 203-622)

Attachment to Claim for Excess Proceeds from the Sale of Tax-Defaulted Property

Assessment No.: 768391005-5, Situs: 52388 Calle Techa, Coachella, CA 92236

I affirm under penalty of perjury that the foregoing is true and correct.

Executed this 2nd day of ~~March~~ April, 2016, at Riverside, Calif.
(County and State)

Signature of Claimant

Lawrence Soto

700 E. Lake Drive, Unite 126

Orange, CA 92866

Tel. 951/391-9892

Attachment: A. EP 203-622 Claim_CarrilloDucoSoto (2053 : EP 203-622)

Attachment to Claim for Excess Proceeds from the Sale of Tax-Defaulted Property

Assessment No.: 768391005-5, Situs: 52388 Calle Techa, Coachella, CA 92236

I affirm under penalty of perjury that the foregoing is true and correct.

Executed this 29 day of March, 2016, at Grimes County, Texas
(County and State)

Norma Carrillo
Signature of Claimant

Norma Carrillo

516 Laredo Street, Apt. C-3

Navasota, TX 77868

Tel. 936/419-6361

Attachment: A. EP 203-622 Claim_CarrilloDucoSoto (2053 : EP 203-622)

County Administrative Center- 4th Floor
4080 Lemon Street, P.O. Box 12005
Riverside, CA 92502-2205
(951) 955-3900
(951) 955-3990 - Fax

E-mail: ttc@co.riverside.ca.us
www.countytreasurer.org

COUNTY OF RIVERSIDE
TREASURER-TAX COLLECTOR

Palm Desert Office
38-686 El Cerrito Road
Palm Desert, CA 92211

Temecula Office
40935 County Center Drive, Suite C
Temecula, CA 92591

July 22, 2015

ANTONIA SOTO
C/O MARSH, MOORE & COLOGNE, ATTORNEYS AT LAW
P.O. BOX 1945
INDIO, CA 92202-1945

Re: EXCESS PROCEEDS FROM SALE OF TAX DEFAULTED PROPERTY

Assessment No.: 768391005-5 Item: 622
Situs Address: 52388 Calle Techa Coachella 92236
Assessee: Sota, Antonia
Date Sold: May 5, 2015
Date Deed to Purchaser Recorded: June 18, 2015
Final Date to Submit Claim: June 20, 2016

Dear Sir or Madame:

The property referenced above was declared subject to the Tax Collector's power of sale for non-payment of taxes and later sold. Parties of Interest, as defined in Section 4675 of the California Revenue and Taxation Code (e.g., the last assessee and any lienholders of record), have a right to file a claim for any excess proceeds that remain after the tax liens and the costs of the sale have been satisfied. Our records show that you may be a party of interest, and we are enclosing for your convenience a claim form and a return envelope. Please note that your claim must be filed within one year of the date the deed to the purchaser was recorded (shown above). By law, we cannot accept claims after one year from this recording date. Claims submitted will be evaluated by our legal counsel and awarded in accordance with state law. The submission of a claim merely initiates that review.

The enclosed form is relatively simple and we must stress that most applicants will be able to fill it out without help. However, if you need help, please feel free to contact our office by mail, telephone or in person and we will help you without charge. You may telephone us at (951) 955-3336.

If you prefer to have an agent file your claim for you, or if you should decide to sell your claim (often referred to as "assignment") so that the purchaser of the claim may receive the funds, please advise us and we will send the proper form.

Please note also that the statutory procedures and the County's internal procedures dictate that most claims will not be processed until at least twenty (20) months following the date of recordation of the tax deed.

Sincerely,

DON KENT
TREASURER-TAX COLLECTOR

By *Jennifer Pazicni*
Deputy

117-170(Rev. 5-03)

Attachment: A. EP 203-622 Claim_CarrilloDucoSoto (2053 : EP 203-622)

BOOK 2100 PAGE 235

PLACE INTERNAL REVENUE [redacted] THIS SPACE

Joint Tenancy Grant Deed

[illegible] 2.75

MIGUEL F. LOPEZ and CELSA ELIAS LOPEZ, husband and wife,
(GRANTOR - GRANTORS)

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Do Hereby Grant To LUIS FELIX SOTO and ANTONIA SOTO, husband and wife,

As Joint Tenants

the real property in the

County of Riverside State of California, described as follows:

Lot 101 of ABDELNOUR SUBDIVISION, as per map recorded in Book 21, page 9 of Maps, Records of Riverside County.

SUBJECT TO:

Covenants, conditions, restrictions, reservations, rights, rights of way and easements of record, [illegible]

Dated May 21, 1957

Miguel F. Lopez

Celsa Elias Lopez

STATE OF CALIFORNIA
COUNTY OF
Riverside } ss

On May 21, 1957
before me, Dorothea Lea Fulton
a Notary Public in and for said County and State, personally appeared Miguel F. Lopez and Celsa Elias Lopez, husband and wife,

known to me to be the person S whose name S are subscribed to the within instrument and acknowledged that they executed the same.

WITNESS my hand and official seal.

(Seal) [illegible]
Notary Public in and for said County and State.

My Commission [illegible]

WHEN RECORDED, PLEASE MAIL THIS INSTRUMENT TO
Mr. and Mrs. Luis Felix Soto
52-388 Calle Tachea, Coachellita, California
ORDER No. 25 4228 ESCROW No. 916-3565

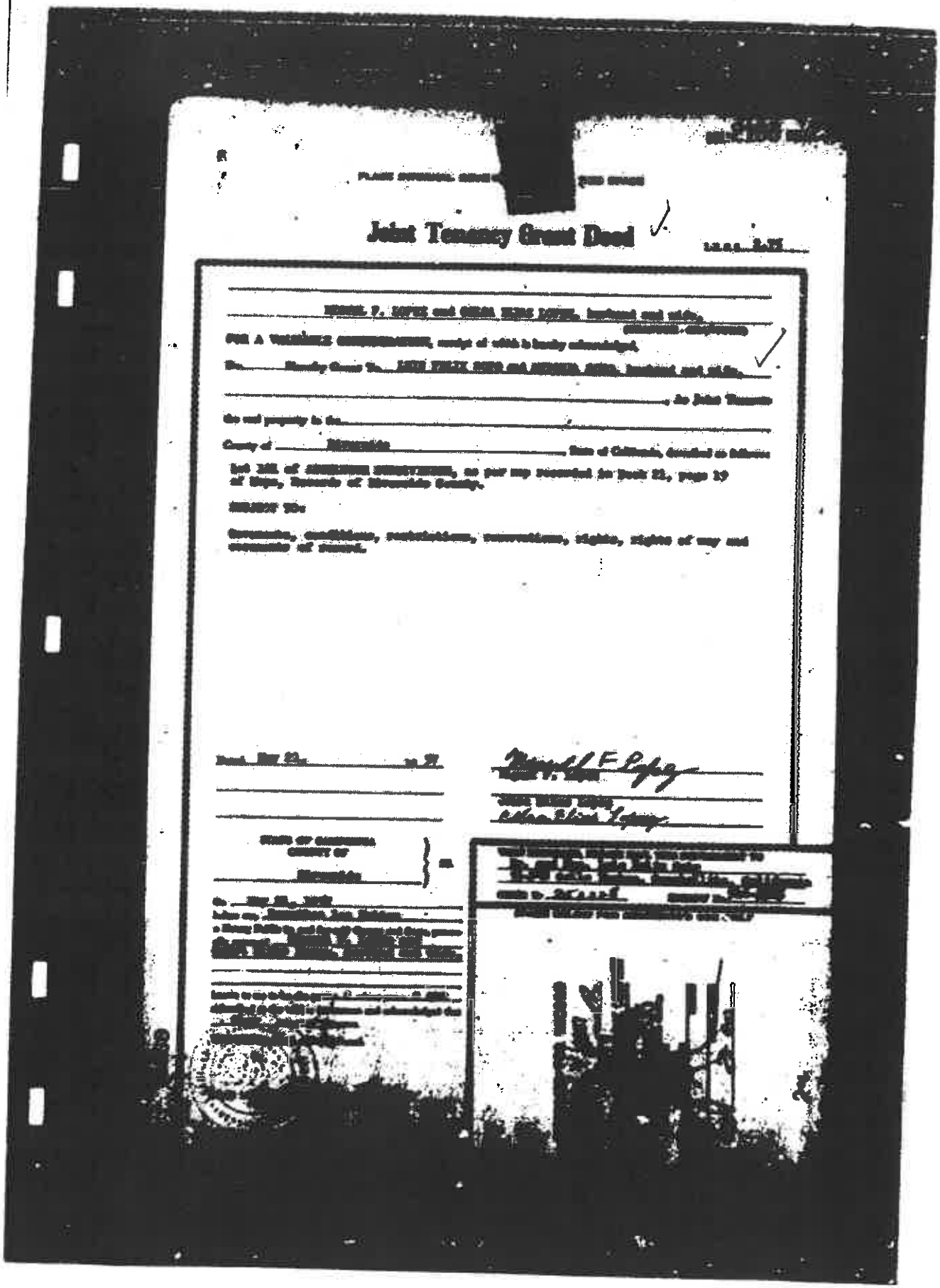
SPACE BELOW FOR RECORDER'S USE ONLY

RECEIVED FOR RECORD
JUN 7 1957
[illegible] TRANSFERANCE COMPANY

41969

Attachment: A. EP 203-622 Claim_CarrilloDucoSoto (2053 : EP 203-622)

Joint Tenancy Grant Deed



Attachment: A. EP 203-622 Claim_CarrilloDucoSoto (2053 : EP 203-622)

WHEN RECORDED, PLEASE MAIL THIS INSTRUMENT TO

MARSH, MOORE & COLOGNE
Attorneys at Law
P. O. Box 1945
Indio, California

20451

Order No.
Recorder's Instrument No.

RECEIVED FOR RECORD
FEB 23 1963
30 Min. Past 7 o'clock AM
Request of
Recorded in Official Records

FEES $

SPACE ABOVE FOR RECORDER'S USE ONLY

FEB 28 1963

AFFIDAVIT—DEATH OF JOINT TENANT

STATE OF CALIFORNIA,
County of Riverside } ss.

That Luis Felix Soto, Antonia Soto, of legal age, being first duly sworn, deposes and says: the decedent mentioned in the attached certified copy of Certificate of Death, is the same person as Luis Felix Soto named as one of the parties in that certain grant deed dated May 21, 1957 executed by Miguel F. Lopez and Celsa Elias Lopez to Luis Felix Soto and Antonia Soto as joint tenants, recorded as Instrument No. 42669, on June 7, 1957, in book 2100, page 235, of Official Records of Riverside County, California, covering the following described property situated in the County of Riverside, State of California:

Lot 101 of Adelnour Subdivision
Recorded in Map Book 21 page 19
Maps of Riverside County, California

20451

That the value of all real and personal property owned by said decedent at date of death, including the full value of the property above described, did not then exceed the sum of $ 4,000.00

Dated May 8, 1962

Antonia Soto

SUBSCRIBED AND SWORN TO before me, the undersigned, a Notary Public in and for said County and State, this 8th day of May, 1962

Harriet S. Burkhardt
(Notary signature line)
HARRIET S. BURKHARDT
("His name (notary's) shall be typed or legibly printed")
(Sec. 8205 - Government Code 1959)

My Commission Expires January 31, 1964.

CERTIFIED COPY DEATH ATTACHED

Misc.-119 (G S.) (Rev. 7-59) 8-31-61 (8 pt.)

Attachment: A. EP 203-622 Claim_CarrilloDucoSoto (2053 : EP 203-622)

Form IT-31

THIS DOCUMENT SHOULD BE RECORDED

ALAN CRANSTON
CONTROLLER OF THE STATE OF CALIFORNIA
INHERITANCE TAX DIVISION

RECEIVED DEC 22 1:32

FEB 21 1963

CERTIFICATE OF RELEASE OF INHERITANCE TAX LIEN

Luis Felix Soto, DECEASED

December 31, 1961, DATE OF DEATH

The undersigned certifies pursuant to Section 14307 of the Revenue and Taxation Code that the lien imposed by the Inheritance Tax Laws of the State of California on the real property hereinafter described heretofore held by said decedent and

Antonia Soto, as joint tenants, by

that certain deed dated the 21st day of May, 1957, and recorded the 7th day of June, 1957, in Book 2100, at page 235 of the Official Records of Riverside County, State of California, and which said lien arose by virtue of the death of said decedent and the survivorship of the said Antonia Soto as such joint tenant has been released.

Said real property is situate in the County of Riverside, State of California, and is described as set forth in the deed hereinabove mentioned.

Lot 101 Abdelnour Subdivision, Riverside County

20451

Dated this 20th day of December, 1962.

STATE OF CALIFORNIA } ss.
COUNTY OF Los Angeles }

William R. Elam
Inheritance Tax Appraiser or Attorney

On this 20th *day of* December, 1962, *before me, a Notary Public in and for said County and State, personally appeared* William R. Elam, *known to me to be the* Asst. Inher. Tax Attorney *whose name is subscribed to the within instrument, and acknowledged to me that he executed the same as such* Person

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first hereinabove written.

Nellie M. Swart
Notary Public in and for said County and State
NELLIE M. SWART

SA:mp

Attachment: A. EP 203-622 Claim_CarrilloDucoSoto (2053 : EP 203-622)

RI-PR012

AFFIDAVIT FOR COLLECTION OF PERSONAL PROPERTY

The undersigned state(s) as follows:

1. Antonia Soto (DECEDENT) died 12/15/1970 (DATE OF DEATH)
   Please see Death Certificate attached hereto as Exhibit A
   in the County of Riverside, State of California;

2. At least 40 days have elapsed since the death of the decedent, as shown by the attached certified copy of the decedent's death certificate;

3. No proceeding is now being or has been conducted in the State of California for administration of the decedent's estate;

4. The current gross fair market value of the decedent's real and personal property in California, excluding the property described in section 13050 of the California Probate Code, does not exceed $150,000.00;

5. The following property is to be paid, transferred or delivered to the undersigned under the provisions of California Probate Code Section 13100 (please describe the property in below space):
   Excess proceeds from the sale of the following property: TC 203, Item 622, Assessment No.: 768391005-5, Situs: 52388 Calle Techa, Coachella, California 92236, Date sold: May 5, 2015

6. The successor(s) of the decedent, as defined in California Probate Code Section 13006, is/are:
   Gloria Duco fka Gloria Soto, Lawrence Soto, Norma Carrillo fka Norma Soto
   Please see Birth Certificates attached hereto as Exhibit B

7. The undersigned (please check which box(s) applies):

   [x] Is successor(s) of the decedent to the decedent's interest in the described property, or
   [ ] Is authorized under California Probate Code Section 13051 to act on behalf of the successor(s) of the decedent with respect to the decedent's interest in the described property;

8. No other person has a superior right to the interest of the decedent in the described property;

9. The undersigned request that the described property be paid, delivered or transferred to the undersigned.

I/We declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

April ~~March~~ 2, 2016
(DATE)

Gloria Duco
(TYPE OR PRINT NAME OF PARTY MAKING DECLARATION)

Gloria Duco
(SIGNATURE)

Signatures continued on Attachment "1"

Approved for Optional Use
Riverside Superior Court
RI-PR012 [Rev. 1/1/12]

Probate Code§§ 13100 - 13116
riverside.courts.ca.gov/localfrms/localfrms.shtml

Attachment: A. EP 203-622 Claim_CarrilloDucoSoto (2053 : EP 203-622)

MC-025

SHORT TITLE: Affidavit for Collection of Personal Property, Decedent — Antonia Soto	CASE NUMBER: Assessment No.: 768391005-5

ATTACHMENT *(Number):* 1

(This Attachment may be used with any Judicial Council form.)

We declare under penalty of perjury under the laws of the State of California that the statements contained in the attached Affidavit for Collection of Personal Property re Decedent Antonia Soto are true and correct.

4/2/16
(Date)

Lawrence Soto Lawrence Soto
(Type or Print Name of Party Making Declaration)

(Signature)

3/29/16
(Date)

Norma Carrillo Norma Carrillo
(Type or Print Name of Party Making Declaration)

Norma Carrillo
(Signature)

Attachment: A. EP 203-622 Claim_CarrilloDucoSoto (2053 : EP 203-622)

(If the item that this Attachment concerns is made under penalty of perjury, all statements in this Attachment are made under penalty of perjury.)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

Personally appeared Norma Carrillo

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Lee Ann Eaves (Seal)

LEE ANN EAVES
Notary Public
STATE OF TEXAS
My Comm. Exp. 08-01-2019

Attachment: A. EP 203-622 Claim_CarrilloDucoSoto (2053 : EP 203-622)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

Personally appeared Gloria Duco

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(~~ies~~), and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

NRO1 P. CASTRO COMM. #2029075 Notary Public - California Riverside County My Comm. Expires June 15, 2017 NRO1

Signature P Castro (Seal)

Attachment: A. EP 203-622 Claim_CarrilloDucoSoto (2053 : EP 203-622)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

Personally appeared Lawrence Soto

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/~~their~~ authorized capacity(~~ies~~), and that by his/her/~~their~~ signature(s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

NRO1 P. CASTRO COMM. #2029075 Notary Public · California Riverside County My Comm. Expires June 15, 2017 NRO1

Signature P Castro (Seal)

Attachment: A. EP 203-622 Claim_CarrilloDucoSoto (2053 : EP 203-622)

STATE OF CALIFORNIA
CERTIFICATION OF VITAL RECORD

COUNTY OF RIVERSIDE
RIVERSIDE, CALIFORNIA

BOOK 1970 PAGE 04351

CERTIFICATE OF DEATH

STATE FILE NUMBER: 3397 — STATE OF CALIFORNIA—DEPARTMENT OF PUBLIC HEALTH — LOCAL REGISTRATION DISTRICT AND CERTIFICATE NUMBER: 4265

DECEDENT PERSONAL DATA

1a. NAME OF DECEASED—FIRST NAME	1b. MIDDLE NAME	1c. LAST NAME	2a. DATE OF DEATH—MONTH. DAY. YEAR	2b. HOUR
Antonia	Lopez	Soto	Dec. 15, 1970	9:52 P M.

3. SEX	4. COLOR OR RACE	5. BIRTHPLACE (STATE OR FOREIGN COUNTRY)	6. DATE OF BIRTH	7. AGE (LAST BIRTHDAY)	IF UNDER 1 YEAR: NUMBER / DAYS	IF UNDER 24 HOURS: MINUTES / NUMBER
Female	Cauc.	California	Aug. 23, 1932	38 YEARS		

8. NAME AND BIRTHPLACE OF FATHER	9. MAIDEN NAME AND BIRTHPLACE OF MOTHER
Lawrence Lopez - California	Lucy Gomez - California

10. CITIZEN OF WHAT COUNTRY	11. SOCIAL SECURITY NUMBER	12. MARRIED, NEVER MARRIED, WIDOWED, DIVORCED (SPECIFY)	13. NAME OF SURVIVING SPOUSE (IF WIFE, ENTER MAIDEN NAME)
U. S. A.		Widowed	- - - - -

14. LAST OCCUPATION	15. KINDS OF WORK DONE DURING THIS OCCUPATION	16. NAME OF LAST EMPLOYING COMPANY OR FIRM (IF SELF EMPLOYED, SO STATE)	17. KIND OF INDUSTRY OR BUSINESS
Nurse's Aid	2	Desert Convalescent	Nursing

PLACE OF DEATH

18a. PLACE OF DEATH—NAME OF HOSPITAL OR OTHER IN-PATIENT FACILITY	18b. STREET ADDRESS—(STREET AND NUMBER, OR LOCATION)	18c. INSIDE CITY CORPORATE LIMITS (SPECIFY YES OR NO)
Indio Community Hospital	47-111 Monroe Street	Yes

18d. CITY OR TOWN	18e. COUNTY	18f. LENGTH OF STAY IN COUNTY OF DEATH	18g. LENGTH OF STAY IN CALIFORNIA
Indio	Riverside	8 YEARS	38 YEARS

USUAL RESIDENCE (IF DEATH OCCURRED IN INSTITUTION, ENTER RESIDENCE BEFORE ADMISSION)

19a. USUAL RESIDENCE—STREET ADDRESS (STREET AND NUMBER OR LOCATION)	19b. INSIDE CITY CORPORATE LIMITS (SPECIFY YES OR NO)	20. NAME AND MAILING ADDRESS OF INFORMANT
52-233 Dos Palmas	Yes	Norma Calderon

19c. CITY OR TOWN	19d. COUNTY	19e. STATE	
Coachella	Riverside	California	52-211 Las Palmas Coachella, California

PHYSICIAN'S OR CORONER'S CERTIFICATION

21a. CORONER. I HEREBY CERTIFY THAT DEATH OCCURRED AT THE HOUR, DATE AND PLACE STATED ABOVE FROM THE CAUSES STATED BELOW AND THAT I HAVE HELD ON THE REMAINS OF DECEASED AS REQUIRED BY LAW. (INVESTIGATION OR INQUEST)	21b. PHYSICIAN: I HEREBY CERTIFY THAT DEATH OCCURRED AT THE HOUR, DATE AND PLACE STATED ABOVE. FROM THE CAUSES STATED BELOW AND THAT I ATTENDED THE DECEASED FROM (ENTER MONTH, DAY, YEAR) TO (ENTER MONTH, DAY, YEAR) AND LAST SAW THE DECEASED ALIVE ON (ENTER MONTH, DAY, YEAR)	21c. PHYSICIAN OR CORONER—SIGNATURE AND DEGREE OR TITLE	21d. DATE SIGNED
Investigation	— — —	JAMES S. BIRD, JR., CORONER BY Donald Drabble DEPUTY	12 Dec 70

21e. ADDRESS	21f. PHYSICIAN'S CALIFORNIA LICENSE NUMBER
RIVERSIDE, CALIFORNIA	—

FUNERAL DIRECTOR AND LOCAL REGISTRAR

22a. SPECIFY BURIAL, ENTOMBMENT OR CREMATION	22b. DATE	22c. NAME OF CEMETERY OR CREMATORY	24. EMBALMER—SIGNATURE (IF BODY EMBALMED)	LICENSE NUMBER
Burial	12/21/70	Coachella Valley Mem. Park Indio, California	William J Edwards	336

25. NAME OF FUNERAL DIRECTOR (OR PERSON ACTING AS SUCH)	26. IF NOT CERTIFIED BY CORONER, WAS THIS DEATH REPORTED TO CORONER? (SPECIFY YES OR NO)	27. LOCAL REGISTRAR—SIGNATURE	28. DATE ACCEPTED FOR REGISTRATION BY LOCAL REGISTRAR
FitzHenry Funeral Home	—	H. M. Erickson Jr.	DEC 23 1970

MEDICAL AND HEALTH DATA

CAUSE OF DEATH

29. PART I. DEATH WAS CAUSED BY: ENTER ONLY ONE CAUSE PER LINE FOR A. B. AND C

CONDITIONS, IF ANY, WHICH GAVE RISE TO THE IMMEDIATE CAUSE (A), STATING THE UNDERLYING CAUSE LAST.

		APPROXIMATE INTERVAL BETWEEN ONSET AND DEATH
IMMEDIATE CAUSE (A)	Multiple injuries	
DUE TO, OR AS A CONSEQUENCE OF (B)	Trauma	
DUE TO, OR AS A CONSEQUENCE OF (C)		

16 Dec 70 1015

30. PART II: OTHER SIGNIFICANT CONDITIONS— CONTRIBUTING TO DEATH BUT NOT RELATED TO THE IMMEDIATE CAUSE GIVEN IN PART I.

31. WAS OPERATION OR BIOPSY PERFORMED FOR ANY CONDITION IN ITEMS 29 OR 30? (SPECIFY OPERATION AND/OR BIOPSY)	32a. AUTOPSY (SPECIFY YES OR NO)	32b. IF YES, WERE FINDINGS CONSIDERED IN DETERMINING CAUSE OF DEATH? (SPECIFY YES OR NO)
No	Yes	Yes

INJURY INFORMATION

33. SPECIFY ACCIDENT, SUICIDE OR HOMICIDE	34. PLACE OF INJURY (SPECIFY HOME, FARM, FACTORY, OFFICE BUILDING, ETC.) (FREEWAY, HIGHWAY, STREET,	35. INJURY AT WORK (SPECIFY YES OR NO)	36a. DATE OF INJURY—MONTH. DAY. YEAR	36b. HOUR
Accident	Public Road	No	12/15/70	7:00 P M.

37a. PLACE OF INJURY (STREET AND NUMBER OR LOCATION AND CITY OR TOWN)	37b. DISTANCE FROM PLACE OF INJURY TO USUAL RESIDENCE. ITEM 19.	38. WERE LABORATORY TESTS DONE FOR DRUGS OR TOXIC CHEMICALS (SPECIFY YES OR NO)	39. WERE LABORATORY TESTS DONE FOR ALCOHOL? (SPECIFY YES OR NO)
Ave. 52 & Washington, LaQuinta	5 MILES	Yes	Yes

40. DESCRIBE HOW INJURY OCCURRED (ENTER SEQUENCE OF EVENTS WHICH RESULTED IN INJURY. NATURE OF INJURY SHOULD BE ENTERED IN ITEM 29.)
One Car left roadway struck tree, - Driver

STATE REGISTRAR

A.	B.	C.	D.	E.	F.
					45701

REV. 1-1-68 Form VS-11

CARVERSO2

Attachment: A. EP 203-622 Claim_CarrilloDucoSoto (2053 : EP 203-622)

CERTIFIED COPY OF VITAL RECORD
STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

This is a true and exact reproduction of the document officially registered and placed on file in the office of the County of Riverside, Assessor-County Clerk-Recorder.

034552816

DATE ISSUED MAR 11 2016

Peter Aldana

PETER ALDANA
ASSESSOR-COUNTY CLERK-RECORDER
RIVERSIDE COUNTY, CALIFORNIA

This copy is not valid unless prepared on an engraved border displaying the date, seal and signature of the Assessor-County Clerk-Recorder.

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

REGISTRATION DISTRICT NO. 1001 REGISTRAR NUMBER 4947

CERTIFICATE OF LIVE BIRTH

STATE FILE NO.

THIS CHILD (TYPE OR PRINT NAME)	1a. CHILD'S FIRST NAME: Norma	1b. MIDDLE NAME: Jane	1c. LAST NAME: Carrillo	
	2. SEX: female	3a. THIS BIRTH (SINGLE, TWIN, OR TRIPLET): single	3b. IF TWIN OR TRIPLET, THIS CHILD BORN 1ST, 2ND, 3RD: --	4a. DATE OF BIRTH — MONTH, DAY, YEAR: 9-14-51 / 4b. HOUR: 9:03 P.M.
PLACE OF BIRTH	5a. PLACE OF BIRTH — CITY OR TOWN (IF OUTSIDE CORPORATE LIMITS, WRITE RURAL AND NAME OF NEAREST TOWN): Fresno		5b. COUNTY: Fresno	
	5c. FULL NAME AND ADDRESS OF HOSPITAL OR INSTITUTION — (IF NOT IN HOSPITAL OR INSTITUTION, GIVE STREET ADDRESS OR LOCATION): St. Agnes Hospital			
ACTUAL RESIDENCE OF MOTHER (PROVIDE GOOD MOTHER EVERY)	6a. RESIDENCE OF MOTHER — STREET ADDRESS (IF RURAL, GIVE LOCATION): Corner of Belmont and Q St.		6b. COUNTY: Fresno	
	6c. CITY OR TOWN (IF OUTSIDE CORPORATE LIMITS, WRITE RURAL AND NAME OF NEAREST TOWN): Mendota rural		6d. STATE: California	
MOTHER OF CHILD	7a. MAIDEN NAME OF MOTHER — FIRST NAME: Antonia	7b. MIDDLE NAME: —	7c. LAST NAME: Lopez	8. COLOR OR RACE OF MOTHER: white
	9. AGE OF MOTHER (AT TIME OF THIS BIRTH): 20	10. BIRTHPLACE (STATE OR FOREIGN COUNTRY): [illegible]fornia	11. MAILING ADDRESS OF MOTHER (IF DIFFERENT FROM CIVIL RESIDENCE): Box 291 Mendota	
FATHER OF CHILD	12a. [illegible]	[illegible]	12b. LAST NAME: Carrillo	13. COLOR OR RACE OF FATHER: white
	[illegible]	[illegible]	14a. USUAL OCCUPATION: Laborer	14b. KIND OF BUSINESS OR INDUSTRY: Mendota Cleaners
INFORMANT'S CERTIFICATION	[illegible]	[illegible]	[illegible]	15a. DATE SIGNED: 9-16-51
ATTENDANT'S CERTIFICATION	[illegible]	16a. SIGNATURE OF ATTENDANT: Stanley T. Lee, M.D.	DEGREE OR TITLE	16b. ADDRESS: Fresno
REGISTRAR'S CERTIFICATION	19. DATE RECEIVED BY LOCAL REGISTRAR: SEP 2 1951	20. SIGNATURE OF LOCAL REGISTRAR: [illegible]		21. DATE ON WHICH GIVEN NAME ADDED
LEAVE BLANK (ADDED AFTER FILING)				

STATE OF CALIFORNIA — COUNTY OF FRESNO

This is to certify that this is a true transcript copy of this document, recorded and/or filed in this office, as provided by law.

Dated 4/1/92

Book 81 Page 20

William C. Greenwood, County Recorder, By Deputy R. Rodriguez

BIRTH	[illegible] Hospital			
USUAL RESIDENCE OF MOTHER (WHERE DOES MOTHER LIVE?)	6a. RESIDENCE OF MOTHER—STREET ADDRESS (IF RURAL, GIVE LOCATION) Corner of Belmont and Q St.			6a. COUNTY Fresno
	6c. CITY OR TOWN (IF OUTSIDE CORPORATE LIMITS, WRITE RURAL AND NAME OF NEAREST TOWN) Mendota rural			6b. STATE California
MOTHER OF CHILD	7a. MAIDEN NAME OF MOTHER—FIRST NAME Antonia	7b. MIDDLE NAME —	7c. LAST NAME Lopez	8. COLOR OR RACE OF MOTHER white
	9. AGE OF MOTHER (AT TIME OF THIS BIRTH) 20	10. BIRTHPLACE (STATE OR FOREIGN COUNTRY) California	11. MAILING ADDRESS OF MOTHER (IF DIFFERENT FROM USUAL RESIDENCE) Box 291 Mendota	
FATHER OF CHILD	12a. MAIDEN NAME (IMMIGRANT NAME) Arthur	12b. MIDDLE NAME —	12c. LAST NAME Carrillo	13. COLOR OR RACE OF FATHER white
	14. AGE OF FATHER (AT TIME OF THIS BIRTH) 22 [illegible]	15. BIRTHPLACE (STATE OR FOREIGN COUNTRY) Ca[illegible]ia	16a. USUAL OCCUPATION Laborer	16b. KIND OF BUSINESS OR INDUSTRY Mendota Cleaners
INFORMANT'S CERTIFICATION	I HEREBY CERTIFY THAT I AM ADDRESSED FORM [illegible] OF MY KNOWLEDGE	17a. [illegible] PARENT OR OTHER INFORMANT [signature] Correll Co	☐ PARENT ☐ OTHER, SPECIFY	17b. DATE SIGNED 9-16-51
ATTENDANT'S CERTIFICATION	I HEREBY CERTIFY THAT I ATTENDED THIS BIRTH AND THAT THE CHILD [illegible] LIVE AT THE HOUR AND DATE STATED [illegible]	18a. SIGNATURE OF ATTENDANT ▶ Stanley T. Lee, M.D.	DEGREE OR TITLE	18b. ADDRESS Fresno
REGISTRAR'S CERTIFICATION	19. DATE RECEIVED BY LOCAL REGISTRAR SEP [illegible] 1951	20. SIGNATURE OF LOCAL REGISTRAR ▶ [signature]		21. DATE ON WHICH GIVEN NAME ADDED
LEAVE BLANK (ADDED AFTER FILING)				

STATE OF CALIFORNIA

COUNTY OF FRESNO

This is to certify that this is a true transcript copy of this document, recorded and/or filed in this office, as provided by law.

Dated 4/1/92

Book 81 Page 20

William C. Greenwood, County Recorder, By Deputy R. Rodriguez

STATE OF CALIFORNIA
CERTIFICATION OF VITAL RECORD

COUNTY OF RIVERSIDE
RIVERSIDE, CALIFORNIA

542

CERTIFICATE OF LIVE BIRTH
STATE OF CALIFORNIA DEPARTMENT OF PUBLIC HEALTH

LOCAL REGISTRATION DISTRICT AND CERTIFICATE NUMBER: 3311

1130

THIS CHILD	1a. NAME OF CHILD (FIRST NAME): Gloria	1b. [illegible]:	1c. [illegible]: Soto	
	2. SEX: Female	3. [illegible]: Single	4. [illegible]: -	5a. DATE OF BIRTH (MONTH, DAY, YEAR): February 5, 1952	5b. HOUR: 12:50 P.M.
PLACE OF BIRTH	6a. PLACE OF BIRTH (NAME OF HOSPITAL): Casita Hospital		6b. STREET ADDRESS: 82-485 Miles Avenue	
	6c. CITY OR TOWN: Indio		6d. COUNTY: Riverside	
MOTHER OF CHILD	8a. MAIDEN NAME OF MOTHER: Antonia	8b. [illegible]:	8c. [illegible]: Lopez	8d. COLOR OR RACE OF MOTHER: Cauc.
	8e. AGE OF MOTHER: 25 YEARS	8f. BIRTHPLACE: California	8g. MAILING ADDRESS OF MOTHER: Box 465, Coachella	
USUAL RESIDENCE OF MOTHER	9a. USUAL RESIDENCE OF MOTHER: Coachella Gardens Apartments #41		9b. [illegible]: X	9c. OUTSIDE CITY CORPORATE LIMITS:
	9d. CITY OR TOWN: Coachella		9e. COUNTY: Riverside	9f. STATE: California
FATHER OF CHILD	10a. NAME OF FATHER: Luis	10b. [illegible]:	10c. [illegible]: Soto	10d. COLOR OR RACE OF FATHER: Cauc.
	10e. AGE OF FATHER: 29 YEARS	10f. [illegible]: Unknown	10g. PRESENT OR LAST OCCUPATION: Laborer	10h. KIND OF INDUSTRY OR BUSINESS: Orndata Co.
INFORMANT'S CERTIFICATION	[illegible]	11a. [illegible]: [signature]	11b. DATE SIGNED BY INFORMANT: February 6, 1957	
ATTENDANT'S CERTIFICATION	I HEREBY CERTIFY THAT I ATTENDED THIS BIRTH AND THAT THE CHILD WAS BORN ALIVE AT THE HOUR, DATE AND PLACE STATED ABOVE.	12a. [illegible]: [signature]	12b. ADDRESS: Indio, California	
REGISTRAR'S CERTIFICATION	13. DATE ON WHICH NAME WAS ADDED BY SUPPLEMENTAL ASSIGNMENT:	13b. [illegible]: Everett M. Stone - M.D.	13c. DATE RECEIVED BY REGISTRAR: March 15, 1957	
	14. PREVIOUS DELIVERIES TO THIS	14a. [illegible]	14b. [illegible]	14c. [illegible]

033470786

CERTIFIED COPY OF VITAL RECORDS
STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

This is a true and exact reproduction of the document officially registered and placed on file in the office of the County of Riverside, County Clerk-Recorder.

DATE ISSUED: JUN 14 2004

Gary L. Orso
GARY L. ORSO
COUNTY CLERK-RECORDER
RIVERSIDE COUNTY, CALIFORNIA

This copy is not valid unless prepared on engraved border displaying date, seal and signature of the County Clerk-Recorder.

Page 7 of 11

THE GREAT SEAL OF THE STATE OF CALIFORNIA

COUNTY CLERK-RECORDER RIVERSIDE COUNTY

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

Attachment: A. EP 203-622 Claim_CarrilloDucoSoto (2053 : EP 203-622)

Marriage Certificate

Clark County, Nevada No. D 351348

This is to Certify that the undersigned did on the 25th day of August, 2001

at Canterbury Wedding Chapel, Las Vegas, Nevada, join in lawful Wedlock

Address or Church City

PIERRE H. DUCO, of ORANGE COUNTY, CALIFORNIA

and

GLORIA SOTO, of ORANGE COUNTY, CALIFORNIA

City State

with their mutual consent, in the presence of

Type or Print Name of Witness

Type or Print Official's Name & Title

Type or Print Church, Organization

Type or Print Address of Official

Type or Print City, State, Zip

Signature of Official

SHIRLEY B. PARRAGUIRRE, COUNTY CLERK

ORIGINAL: TO BE GIVEN TO THE PARTIES MARRIED

CERTIFICATION OF VITAL RECORD

COUNTY OF RIVERSIDE

RIVERSIDE, CALIFORNIA

VOID COPY VOID COPY VOID COPY

STATE FILE NUMBER

CERTIFICATE OF LIVE BIRTH

STATE OF CALIFORNIA—DEPARTMENT OF PUBLIC HEALTH

LOCAL REGISTRATION DISTRICT AND CERTIFICATE NUMBER: 3 3 11 1752

THIS CHILD	1a. NAME OF CHILD—FIRST NAME: Lawrence	1b. MIDDLE NAME:	1c. LAST NAME: Soto	
	2. SEX: Male	3a. TYPE BIRTH (SINGLE, TWIN, OR TRIPLET): Single	3b. IF THIS OR TRIPLET, THIS CHILD BORN 1ST, 2ND, 3RD?	4a. DATE OF BIRTH—MONTH, DAY, YEAR: March 2, 1959
	4b. HOUR: 2:50 a. M.			
PLACE OF BIRTH	5a. PLACE OF BIRTH—NAME OF HOSPITAL: Casita Hospital		5b. STREET ADDRESS (GIVE STREET OR RURAL ADDRESS OR LOCATION; DO NOT USE P. O. BOX NUMBER): 82-485 Miles Avenue	
	5c. CITY OR TOWN: Indio,		5d. COUNTY: Riverside	
MOTHER OF CHILD	6a. MAIDEN NAME OF MOTHER—FIRST NAME: Antonia	6b. MIDDLE NAME:	6c. LAST NAME: Lopez	7. COLOR OR RACE OF MOTHER: Cauc.
	8. AGE OF MOTHER (AT TIME OF THIS BIRTH): 27 YEARS	9. BIRTHPLACE (STATE OR FOREIGN COUNTRY): California	10. MAILING ADDRESS OF MOTHER—MONTH, DAY, YEAR: 52-388 Calle Techa	
USUAL RESIDENCE OF MOTHER (WHERE USUAL MOTHER LIVES)	11a. USUAL RESIDENCE OF MOTHER—STREET ADDRESS: 52-388 Calle Techa		11b. IF INSIDE CITY CORPORATE LIMITS, CHECK HERE	IF OUTSIDE CITY CORPORATE LIMITS, CHECK ONE: ON A FARM / NOT ON A FARM
	11c. CITY OR TOWN: Coachella		11d. COUNTY: Riverside	11e. STATE: California
FATHER OF CHILD	12a. NAME OF FATHER—FIRST NAME: Luis	12b. MIDDLE NAME:	12c. LAST NAME: Soto	13. COLOR OR RACE OF FATHER: Cauc.
	14. AGE OF FATHER (AT TIME OF THIS BIRTH): 31 YEARS	15. BIRTHPLACE (STATE OR FOREIGN COUNTRY): Arizona	16a. PRESENT OR LAST OCCUPATION: Foreman	16b. KIND OF INDUSTRY OR BUSINESS: Cal-Date
INFORMANT'S CERTIFICATION	I HAVE EXAMINED THE ABOVE STATED INFORMATION AND HEREBY CERTIFY THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.	17a. PARENT OR OTHER INFORMANT—SIGNATURE: [signature]		17b. DATE SIGNED BY INFORMANT: March 2, 1959
ATTENDANT'S CERTIFICATION	I HEREBY CERTIFY THAT I ATTENDED THIS BIRTH AND THAT THE CHILD WAS BORN ALIVE AT THE HOUR, DATE AND PLACE STATED ABOVE.	18a. PHYSICIAN (OR MIDWIFE OR OTHER PERSON): [signature] MD		18b. ADDRESS: Indio, California
REGISTRAR'S CERTIFICATION	19. DATE ON WHICH NAME ADDED BY SUPPLEMENTAL NAME REPORT:	20. LOCAL REGISTRAR—SIGNATURE: [signature]		21. DATE RECEIVED BY LOCAL REGISTRAR: APR 1 0 1959

0 3 3 9 3 2 1 8 8

CERTIFIED COPY OF VITAL RECORDS
STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

This is a true and exact reproduction of the document officially registered and placed on file in the office of the County of Riverside, County Clerk-Recorder.

DATE ISSUED: MAR 0 9 2009

LARRY W. WARD
ASSESSOR-COUNTY CLERK-RECORDER
RIVERSIDE COUNTY, CALIFORNIA

This copy is not valid unless prepared on engraved border displaying date, seal and signature of the County Clerk-Recorder.

THE GREAT SEAL OF THE STATE OF CALIFORNIA — EUREKA

Attachment: A. EP 203-622 Claim_CarrilloDucoSoto (2053 : EP 203-622)

August 31, 2016

Gloria Duco
700 E. Lake Drive, Unit 126
Orange, CA 92866

Re: APN: 768391005-5
TC 203 Item 622
Date of Sale: May 5, 2015

To Whom It May Concern:

This office is in receipt of your claim for excess proceeds from the above-mentioned tax sale. The documentation you have provided is insufficient to establish your claim.

Please submit the necessary proof to establish your right to claim the excess proceeds. The document(s) listed below may assist the Tax Collector in making the determination.

___ Notarized Affidavit for Collection of Personal Property under California Probate Code 13100
___ Notarized Statement of different/misspelled
___ Notarized Statement Giving Authorization to claim on behalf of
___ Certified Death Certificate for
___ Copy of Birth Certificates for

9/1/16 ✓
_X_ Copy of Marriage Certificate for Gloria Duco
____Original Note/Payment Book
____Updated Statement of Monies Owed (as of date of tax sale)
____Articles of Incorporation (if applicable Statement by Domestic Stock)
____Court Order Appointing Administrator
____Deed (Quitclaim/Grant etc...)
____Other –

Please send in all documents within 30 days (**October 3, 2016**). If you should have any questions, please contact me at the number listed below.

Sincerely,

Jennifer Pazicni
Tax Sale Operations Unit
(951) 955-3336
(951) 955-3990 Fax
jpazicni@RivCoTTC.org

Attachment: A. EP 203-622 Claim_CarrilloDucoSoto (2053 : EP 203-622)

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

Item **9.18**

SUBMITTAL DATE:
September 28, 2016

FROM : TREASURER-TAX COLLECTOR:

SUBJECT: Recommendation for Distribution of Excess Proceeds for Tax Sale No. 203, Item 626. Last assessed to: Power Finance Associates, Inc., a California Corporation. District 4 [$7,721]. Fund 65595 Excess Proceeds from Tax Sale.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the claim from the Riverside County Treasurer-Tax Collector for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 774162010-6;
2. Authorize and direct the Auditor-Controller to issue a warrant to the Riverside County Treasurer-Tax Collector in the amount of $7,721.93, no sooner than ninety days from the date of this order, unless an appeal has been filed in Superior Court, pursuant to the California Revenue and Taxation Code Section 4675;
3. Authorize and direct the Treasurer-Tax Collector to transfer the unclaimed excess proceeds in the amount of $12,504.74 to the county general fund pursuant to Revenue and Taxation Code Section 4674.

Policy

Don Kent
Don Kent, Treasurer-Tax Collector 10/14/2016

BACKGROUND:

Summary

In accordance with Section 3691 et seq. of the California Revenue and Taxation Code, and with prior approval of the Board of Supervisors, The Tax Collector conducted the May 5, 2015 public auction sale. The deed conveying title to the purchasers at the auction was recorded June 18, 2015. Further, as required by Section 4676 of the California Revenue and Taxation Code, notice of the right to claim excess proceeds was given on July 22, 2015, to parties of interest as defined in Section 4675 of said code. Parties of interest have been determined by an examination of lot book reports as well as Assessor's and Recorder's records, and various research methods were used to obtain current mailing addresses for these parties of interest.

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	$ 7,721	$ 0	$ 7,721	$ 0
NET COUNTY COST	$ 0	$ 0	$ 0	$ 0

SOURCE OF FUNDS: **Fund 65595 Excess Proceeds from Tax Sale**

Budget Adjustment: No

For Fiscal Year: 16/17

C.E.O. RECOMMENDATION: APPROVE

BACKGROUND:

Summary (continued)

Revenue and Taxation Code 4676 (b) states that the county shall make reasonable effort to obtain the name and last known mailing address of the parties of interest. Then, if the address of the party of interest cannot be obtained, the county shall publish notice of the right to claim excess proceeds in a newspaper of general circulation in the county as per Revenue and Taxation Code 4676 (c). The Treasurer-Tax Collector's Office has made it a policy to take the following actions to locate the rightful party of the excess proceeds.

- Examined title reports to notify all parties of interest attached to the parcel.
- Researched all last assessee's through the County's Property Tax System for any additional addresses.
- Used Accurint (people finder) to notify any new addresses that may be listed for our last assessees.
- Advertised in newspapers for three consecutive weeks in the Desert Sun, Palo Verde Valley Times and the Press Enterprise referring any parties of interest to file a claim for the excess proceeds.
- Sent out a certified mailing within 90 days as required by Revenue and Taxation Code 4675.

According to Revenue and Taxation Code 4675 (a) Any party of interest in the property may file with the county a claim for the excess proceeds, in proportion to his or her interest held with others of equal priority in the property at the time of the sale, at any time prior to the expiration

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

of the one year following the recordation of the Tax Collector's deed to the Purchaser, which was recorded on June 18, 2015.

The Treasurer-Tax Collector has received one claim for excess proceeds:

1. Claim from the Riverside County Treasurer-Tax Collector based on a Certificate of Lien recorded April 23, 2008 as Instrument No. 2008-0204985, a Certificate of Lien recorded April 24, 2008 as Instrument No. 2008-0206481, a Certificate of Lien recorded April 24, 2008 as Instrument No. 2008-0206643, a Certificate of Lien recorded April 24, 2008 as Instrument No. 2008-0207337, a Certificate of Lien recorded April 24, 2008 as Instrument No. 2008-0207809, a Certificate of Lien recorded April 25, 2008 as Instrument No. 2008-0211553, a Certificate of Lien recorded April 25, 2008 as Instrument No. 2008-0211554, a Certificate of Lien recorded May 8, 2008 as Instrument No. 2008-0246226, and a Certificate of Lien recorded May 8, 2008 as Instrument No. 2008-0246319.

Pursuant to Section 4675 of the California Revenue and Taxation Code, it is the recommendation of this office that the Riverside County Treasurer-Tax Collector be awarded excess proceeds in the amount of $7,721.93. Since there are no other claimants the unclaimed excess proceeds in the amount of $12,504.74 will be transferred to the county general fund. Supporting documentation has been provided. The Tax Collector requests approval of the above recommended motion. Notice of this recommendation was sent to the claimant by certified mail.

Impact on Residents and Businesses

Excess proceeds are being released to a lien holder and transferred to the county general fund.

ATTACHMENTS (if any, in this order):

ATTACHMENT A. Claim_RivCoTTC

.

CLAIM FOR EXCESS PROCEEDS FROM THE SALE OF TAX-DEFAULTED PROPERTY
(SEE REVERSE SIDE FOR FURTHER INSTRUCTIONS)

RECEIVED
2015 SEP -9 AM 10: 30
RIVERSIDE COUNTY
TREAS-TAX COLLECTOR

To: **Don Kent, Treasurer-Tax Collector**

Re: **Claim for Excess Proceeds**

TC 203 Item 626 Assessment No.: 774162010-6

Assessee: POWER FINANCE ASSOC

Situs:

Date Sold: May 5, 2015

Date Deed to Purchaser Recorded: June 18, 2015

Final Date to Submit Claim: June 20, 2016

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of $ 7468.20 from the sale of the above mentioned real property. I/We were the ☐ lienholder(s), ☐ property owner(s) **[check in one box]** at the time of the sale of the property as is evidenced by Riverside County Recorder's Document No. See attached, recorded on _____. A copy of this document is attached hereto. I/We are the rightful claimants by virtue of the attached assignment of interest. I/We have listed below and attached hereto each item of documentation supporting the claim submitted.

NOTE: YOUR CLAIM WILL NOT BE CONSIDERED UNLESS THE DOCUMENTATION IS ATTACHED.

See attached.

If the property is held in Joint Tenancy, the taxsale process has severed this Joint Tenancy, and all Joint Tenants will have to sign the claim unless the claimant submits proof that he or she is entitled to the full amount of the claim, the claimant may only receive his or her respective portion of the claim.

I/We affirm under penalty of perjury that the foregoing is true and correct.

Executed this 9th day of September, 2015 at Riverside, California
County, State

[signature] - Deputy
Signature of Claimant

Signature of Claimant

Lainie Smith-Thorngate
Print Name

Print Name

Return to
DON KENT
County Treasurer-Tax Collector
P.O. Box 12005
Riverside, California 92502-2205

Street Address

Street Address

City, State, Zip

City, State, Zip

Phone Number

Phone Number

SCO 8-21 (1-99)

Attachment: A. EP 203-626 Claim_RivCoTTC (2530 : EP 203-626)

THIS IS TO INFORM YOU THAT A TAX LIEN HAS BEEN FILED WITH RESPECT TO UNSECURED PROPERTY

When recorded, mail to:

POWER FINANCE ASSOC INC
WILLIAM THOMAS BUFFIN
P O BOX 134
LA QUINTA CA 92253

Doc #. 2008-0204985
04/23/2008 08:00A Fee: NC
Page 1 of 1
Recorded in Official Records
County of Riverside
== Larry W Ward ==
Assessor, County Clerk and Recorder
This document was electronically prepared and recorded by the County of Riverside

CERTIFICATE OF LIEN

(Recorded pursuant to Revenue and Taxation Code Section 2191.3 et seq. and without acknowledgement pursuant to Government Code Section 27282)

STATE OF CALIFORNIA
COUNTY OF RIVERSIDE | SS

No. 0335793

I, Paul McDonnell, Tax Collector of the County of Riverside, State of California, hereby certify that there are, on record in my office, unpaid taxes which were duly assessed, computed and levied for the fiscal year shown below pursuant to Section 2151 et seq. of the Revenue and Taxation Code.

The person(s) shown below is (are) liable to said County for the unpaid amounts set forth below plus any other penalties and charges which may accrue pursuant to law.

NAME AND ADDRESS
POWER FINANCE ASSOC INC
P O BOX 134
LA QUINTA CA 92253

Fiscal Year	Tax Rate Area	Assessment Number	Tax	Penalty	Cost	Recording Fee
2002-2004	020-176	051991182-6	$147.27	$14.72		$13.00

Upon recordation of this certificate of lien, the total amount required to be paid constitutes a lien upon all personal property and real property now owned or subsequently acquired by the person(s) named herein before the date on which this lien expires.

This lien has the force, effect and priority of judgement lien for ten years from the recording of this instrument, unless sooner released or otherwise discharged.

Executed on 04/22/2008

Paul McDonnell, Tax Collector

Attachment: A. EP 203-626 Claim_RivCoTTC (2530 : EP 203-626)

THIS IS TO INFORM YOU THAT A TAX LIEN HAS BEEN FILED WITH RESPECT TO UNSECURED PROPERTY

When recorded, mail to:

POWER FINANCE ASSOC INC
P O BOX 134
LA QUINTA CA 92253

Doc #. 2008-0206481
04/24/2008 08:00A Fee: NC
Page 1 of 1
Recorded in Official Records
County of Riverside
== Larry W Ward ==
Assessor, County Clerk and Recorder
This document was electronically prepared and recorded by the County of Riverside

CERTIFICATE OF LIEN

(Recorded pursuant to Revenue and Taxation Code Section 2191.3 et seq. and without acknowledgement pursuant to Government Code Section 27282)

STATE OF CALIFORNIA
COUNTY OF RIVERSIDE | SS

No. 0335843

I, Paul McDonnell, Tax Collector of the County of Riverside, State of California, hereby certify that there are, on record in my office, unpaid taxes which were duly assessed, computed and levied for the fiscal year shown below pursuant to Section 2151 et seq. of the Revenue and Taxation Code.

The person(s) shown below is (are) liable to said County for the unpaid amounts set forth below plus any other penalties and charges which may accrue pursuant to law.

NAME AND ADDRESS
POWER FINANCE ASSOC INC
P O BOX 134
LA QUINTA CA 92253

Fiscal Year	Tax Rate Area	Assessment Number	Tax	Penalty	Cost	Recording Fee
2003-2004	020-177	051996154-6	$154.91	$15.49		$13.00

Upon recordation of this certificate of lien, the total amount required to be paid constitutes a lien upon all personal property and real property now owned or subsequently acquired by the person(s) named herein before the date on which this lien expires.

This lien has the force, effect and priority of judgement lien for ten years from the recording of this instrument, unless sooner released or otherwise discharged.

Executed on 04/22/2008

Paul McDonnell, Tax Collector

Attachment: A. EP 203-626 Claim_RivCoTTC (2530 : EP 203-626)

THIS IS TO INFORM YOU THAT A TAX LIEN HAS BEEN FILED WITH RESPECT TO UNSECURED PROPERTY

When recorded, mail to:

POWER FINANCE ASSOC INC
WILLIAM THOMAS BUFFIN
P O BOX 134
LA QUINTA CA 92253

Doc #. 2008-0206643
04/24/2008 08:00A Fee: NC
Page 1 of 1
Recorded in Official Records
County of Riverside
== Larry W Ward ==
Assessor, County Clerk and Recorder
This document was electronically prepared and recorded by the County of Riverside

CERTIFICATE OF LIEN

(Recorded pursuant to Revenue and Taxation Code Section 2191.3 et seq. and without acknowledgement pursuant to Government Code Section 27282)

STATE OF CALIFORNIA
COUNTY OF RIVERSIDE | SS

No. 0336072

I, Paul McDonnell, Tax Collector of the County of Riverside, State of California, hereby certify that there are, on record in my office, unpaid taxes which were duly assessed, computed and levied for the fiscal year shown below pursuant to Section 2151 et seq. of the Revenue and Taxation Code.

The person(s) shown below is (are) liable to said County for the unpaid amounts set forth below plus any other penalties and charges which may accrue pursuant to law.

NAME AND ADDRESS
POWER FINANCE ASSOC INC
P O BOX 134
LA QUINTA CA 92253

Fiscal Year	Tax Rate Area	Assessment Number	Tax	Penalty	Cost	Recording Fee
2002-2004	020-176	052017878-8	$371.09	$37.10		$13.00

Upon recordation of this certificate of lien, the total amount required to be paid constitutes a lien upon all personal property and real property now owned or subsequently acquired by the person(s) named herein before the date on which this lien expires.

This lien has the force, effect and priority of judgement lien for ten years from the recording of this instrument, unless sooner released or otherwise discharged.

Executed on 04/22/2008

Paul McDonnell, Tax Collector

Attachment: A. EP 203-626 Claim_RivCoTTC (2530 : EP 203-626)

THIS IS TO INFORM YOU THAT A TAX LIEN HAS BEEN FILED WITH RESPECT TO UNSECURED PROPERTY

When recorded, mail to:

POWER FINANCE ASSN
51370 AVENIDA BERMUDAS
LA QUINTA CA 92253

Doc #. 2008-0207337
04/24/2008 08:00A Fee: NC
Page 1 of 1
Recorded in Official Records
County of Riverside
== Larry W Ward ==
Assessor, County Clerk and Recorder
This document was electronically prepared and recorded by the County of Riverside

CERTIFICATE OF LIEN

(Recorded pursuant to Revenue and Taxation Code Section 2191.3 et seq. and without acknowledgement pursuant to Government Code Section 27282)

STATE OF CALIFORNIA | SS
COUNTY OF RIVERSIDE

No. 0337109

I, Paul McDonnell, Tax Collector of the County of Riverside, State of California, hereby certify that there are, on record in my office, unpaid taxes which were duly assessed, computed and levied for the fiscal year shown below pursuant to Section 2151 et seq. of the Revenue and Taxation Code.

The person(s) shown below is (are) liable to said County for the unpaid amounts set forth below plus any other penalties and charges which may accrue pursuant to law.

NAME AND ADDRESS

POWER FINANCE ASSN
51370 AVENIDA BERMUDAS
LA QUINTA CA 92253

Fiscal Year	Tax Rate Area	Assessment Number	Tax	Penalty	Cost	Recording Fee
2002-2004	020-178	052055081-2	$168.57	$16.85		$13.00

Upon recordation of this certificate of lien, the total amount required to be paid constitutes a lien upon all personal property and real property now owned or subsequently acquired by the person(s) named herein before the date on which this lien expires.

This lien has the force, effect and priority of judgement lien for ten years from the recording of this instrument, unless sooner released or otherwise discharged.

Executed on 04/22/2008

Paul McDonnell, Tax Collector

Attachment: A. EP 203-626 Claim_RivCoTTC (2530 : EP 203-626)

THIS IS TO INFORM YOU THAT A TAX LIEN HAS BEEN FILED WITH RESPECT TO UNSECURED PROPERTY

When recorded, mail to:

POWER FINANCE ASSN
51370 AVENIDA BERMUDAS
LA QUINTA CA 92253

Doc #. 2008-0207809
04/24/2008 08:00A Fee: NC
Page 1 of 1
Recorded in Official Records
County of Riverside
== Larry W Ward ==
Assessor, County Clerk and Recorder
This document was electronically prepared and recorded by the County of Riverside

CERTIFICATE OF LIEN

(Recorded pursuant to Revenue and Taxation Code Section 2191.3 et seq. and without acknowledgement pursuant to Government Code Section 27282)

STATE OF CALIFORNIA
COUNTY OF RIVERSIDE | SS

No. 0337421

I, Paul McDonnell, Tax Collector of the County of Riverside, State of California, hereby certify that there are, on record in my office, unpaid taxes which were duly assessed, computed and levied for the fiscal year shown below pursuant to Section 2151 et seq. of the Revenue and Taxation Code.

The person(s) shown below is (are) liable to said County for the unpaid amounts set forth below plus any other penalties and charges which may accrue pursuant to law.

NAME AND ADDRESS
POWER FINANCE ASSN
51370 AVENIDA BERMUDAS
LA QUINTA CA 92253

Fiscal Year	Tax Rate Area	Assessment Number	Tax	Penalty	Cost	Recording Fee
2002-2004	020-178	052067604-2	$187.17	$18.71		$13.00

Upon recordation of this certificate of lien, the total amount required to be paid constitutes a lien upon all personal property and real property now owned or subsequently acquired by the person(s) named herein before the date on which this lien expires.

This lien has the force, effect and priority of judgement lien for ten years from the recording of this instrument, unless sooner released or otherwise discharged.

Executed on 04/22/2008

Paul McDonnell, Tax Collector

Attachment: A. EP 203-626 Claim_RivCoTTC (2530 : EP 203-626)

THIS IS TO INFORM YOU THAT A TAX LIEN HAS BEEN FILED WITH RESPECT TO UNSECURED PROPERTY

When recorded, mail to:

POWER FINANCE ASSOC INC
WILLIAM THOMAS BUFFIN
P O BOX 134
LA QUINTA CA 92253

Doc #. 2008-0211553
04/25/2008 08:00A Fee: NC
Page 1 of 1
Recorded in Official Records
County of Riverside
== Larry W Ward ==
Assessor, County Clerk and Recorder
This document was electronically prepared and recorded by the County of Riverside

CERTIFICATE OF LIEN

(Recorded pursuant to Revenue and Taxation Code Section 2191.3 et seq. and without acknowledgement pursuant to Government Code Section 27282)

STATE OF CALIFORNIA | SS
COUNTY OF RIVERSIDE

No. 0335792

I, Paul McDonnell, Tax Collector of the County of Riverside, State of California, hereby certify that there are, on record in my office, unpaid taxes which were duly assessed, computed and levied for the fiscal year shown below pursuant to Section 2151 et seq. of the Revenue and Taxation Code.

The person(s) shown below is (are) liable to said County for the unpaid amounts set forth below plus any other penalties and charges which may accrue pursuant to law.

NAME AND ADDRESS
POWER FINANCE ASSOC INC
P O BOX 134
LA QUINTA CA 92253

Fiscal Year	Tax Rate Area	Assessment Number	Tax	Penalty	Cost	Recording Fee
2002-2004	020-176	051991181-5	$144.70	$14.47		$13.00

Upon recordation of this certificate of lien, the total amount required to be paid constitutes a lien upon all personal property and real property now owned or subsequently acquired by the person(s) named herein before the date on which this lien expires.

This lien has the force, effect and priority of judgement lien for ten years from the recording of this instrument, unless sooner released or otherwise discharged.

Executed on 04/22/2008

Paul McDonnell, Tax Collector

Attachment: A. EP 203-626 Claim_RivCoTTC (2530 : EP 203-626)

THIS IS TO INFORM YOU THAT A TAX LIEN HAS BEEN FILED WITH RESPECT TO UNSECURED PROPERTY

When recorded, mail to:

POWER FINANCE ASSOC INC
WILLIAM THOMAS BUFFIN
P O BOX 134
LA QUINTA CA 92253

Doc #. 2008-0211554
04/25/2008 08:00A Fee: NC
Page 1 of 1
Recorded in Official Records
County of Riverside
== Larry W Ward ==
Assessor, County Clerk and Recorder
This document was electronically prepared and recorded by the County of Riverside

CERTIFICATE OF LIEN

(Recorded pursuant to Revenue and Taxation Code Section 2191.3 et seq. and without acknowledgement pursuant to Government Code Section 27282)

STATE OF CALIFORNIA
COUNTY OF RIVERSIDE | SS

No. 0335794

I, Paul McDonnell, Tax Collector of the County of Riverside, State of California, hereby certify that there are, on record in my office, unpaid taxes which were duly assessed, computed and levied for the fiscal year shown below pursuant to Section 2151 et seq. of the Revenue and Taxation Code.

The person(s) shown below is (are) liable to said County for the unpaid amounts set forth below plus any other penalties and charges which may accrue pursuant to law.

NAME AND ADDRESS
POWER FINANCE ASSOC INC
P O BOX 134
LA QUINTA CA 92253

Fiscal Year	Tax Rate Area	Assessment Number	Tax	Penalty	Cost	Recording Fee
2002-2004	020-176	051991184-8	$157.53	$15.75		$13.00

Upon recordation of this certificate of lien, the total amount required to be paid constitutes a lien upon all personal property and real property now owned or subsequently acquired by the person(s) named herein before the date on which this lien expires.

This lien has the force, effect and priority of judgement lien for ten years from the recording of this instrument, unless sooner released or otherwise discharged.

Executed on 04/22/2008

Paul McDonnell, Tax Collector

Attachment: A. EP 203-626 Claim_RivCoTTC (2530 : EP 203-626)

THIS IS TO INFORM YOU THAT A TAX LIEN HAS BEEN FILED WITH RESPECT TO UNSECURED PROPERTY

When recorded, mail to:

POWER FINANCE ASSOC
51370 AVENIDA BERMUDAS 1
LA QUINTA CA 92253

Doc #. 2008-0246226
05/08/2008 08:00A Fee: NC
Page 1 of 1
Recorded in Official Records
County of Riverside
== Larry W Ward ==
Assessor, County Clerk and Recorder
This document was electronically prepared and recorded by the County of Riverside

CERTIFICATE OF LIEN

(Recorded pursuant to Revenue and Taxation Code Section 2191.3 et seq. and without acknowledgement pursuant to Government Code Section 27282)

STATE OF CALIFORNIA
COUNTY OF RIVERSIDE | SS

No. 0346385

I, Paul McDonnell, Tax Collector of the County of Riverside, State of California, hereby certify that there are, on record in my office, unpaid taxes which were duly assessed, computed and levied for the fiscal year shown below pursuant to Section 2151 et seq. of the Revenue and Taxation Code.

The person(s) shown below is (are) liable to said County for the unpaid amounts set forth below plus any other penalties and charges which may accrue pursuant to law.

NAME AND ADDRESS
POWER FINANCE ASSOC
51370 AVENIDA BERMUDAS 1
LA QUINTA CA 92253

Fiscal Year	Tax Rate Area	Assessment Number	Tax	Penalty	Cost	Recording Fee
2005-2007	020-189	052466166-6	$828.45	$82.84		$13.00

Upon recordation of this certificate of lien, the total amount required to be paid constitutes a lien upon all personal property and real property now owned or subsequently acquired by the person(s) named herein before the date on which this lien expires.

This lien has the force, effect and priority of judgement lien for ten years from the recording of this instrument, unless sooner released or otherwise discharged.

Executed on 04/30/2008

Paul McDonnell, Tax Collector

Attachment: A. EP 203-626 Claim_RivCoTTC (2530 : EP 203-626)

THIS IS TO INFORM YOU THAT A TAX LIEN HAS BEEN FILED WITH RESPECT TO UNSECURED PROPERTY

When recorded, mail to:

POWER FINANCE ASSOC
WILLIAM THOMAS BUFFIN
P O BOX 134
LA QUINTA CA 92253

Doc #. 2008-0246319
05/08/2008 08:00A Fee: NC
Page 1 of 1
Recorded in Official Records
County of Riverside
== Larry W Ward ==
Assessor, County Clerk and Recorder
This document was electronically prepared and recorded by the County of Riverside

CERTIFICATE OF LIEN

(Recorded pursuant to Revenue and Taxation Code Section 2191.3 et seq. and without acknowledgement pursuant to Government Code Section 27282)

STATE OF CALIFORNIA } SS
COUNTY OF RIVERSIDE }

No. 0346178

I, Paul McDonnell, Tax Collector of the County of Riverside, State of California, hereby certify that there are, on record in my office, unpaid taxes which were duly assessed, computed and levied for the fiscal year shown below pursuant to Section 2151 et seq. of the Revenue and Taxation Code.

The person(s) shown below is (are) liable to said County for the unpaid amounts set forth below plus any other penalties and charges which may accrue pursuant to law.

NAME AND ADDRESS
POWER FINANCE ASSOC
P O BOX 134
LA QUINTA CA 92253

Fiscal Year	Tax Rate Area	Assessment Number	Tax	Penalty	Cost	Recording Fee
2004-2006	020-189	052459394-3	$364.45	$36.44		$13.00

Upon recordation of this certificate of lien, the total amount required to be paid constitutes a lien upon all personal property and real property now owned or subsequently acquired by the person(s) named herein before the date on which this lien expires.

This lien has the force, effect and priority of judgement lien for ten years from the recording of this instrument, unless sooner released or otherwise discharged.

Executed on 04/30/2008

Paul McDonnell, Tax Collector

Attachment: A. EP 203-626 Claim_RivCoTTC (2530 : EP 203-626)

INQUHIST 051991182-6 2002 09/27/2016 08:41:47 PAGE: 1

ASMTNBR: 051991182-6 YR: 2002 INPUT/PAY-DT: 05/05/2015 BAL-DUE: 515.45
PARENT: 774063019-9 TRA: 020-121 BILLNBR: 006422878 TAX CODE 0-00

ASSESSEE: BUFFIN, WILLIAM THOMAS
ASSESSEE: POWER FINANCE ASSOC INC
MAILADDR: P O BOX 134 LA QUINTA CA 92253
PRCLDESC: LOT 7 BLK 206 MB FOR TOTAL DESCRIPTION SEE ASSESSORS MAPS
ID INFO: DUE TO CONVEYANCE NBR: 0207906 EFFECTIVE DATE: 03/25/2003
CONVEY: STT 0207906 03/2003

VALUE(S): LND: 7000 2002
VALUE(S): LND: 7000 2003

* * * PRESS PA1 FOR MORE DATA * * *
* * * * * E N F O R C E M E N T A C T I O N S * * * * *

CTY: 33 LIEN NBR: 0335793 DOC: 000020080204985
PRNT: 02/28/2005 RECD: 04/23/2008 RELD:
NAME: BUFFIN, WILLIAM THOMAS
NAME: POWER FINANCE ASSOC INC
ADDRESS: P O BOX 134 LA QUINTA CA 922530000

* * * PRESS PA1 FOR MORE DATA * * *
INPUT/PAY-DT: 05/05/2015
* * * * * * C H A R G E S A N D P A Y M E N T H I S T O R Y * * * * *

TAX CODE 0-00

DATE	DESCRIPTION	COLNBR	AMOUNT	BALANCE DUE
08/05/2004	TAXES		147.27	147.27
12/11/2004	DELQ PENALTY		14.72	161.99
02/28/2005	LIEN FEES		23.00	184.99
02/28/2005	MISC FEES		58.75	243.74
05/05/2015	ACCRUED PENALTY		271.71	515.45

Attachment: A. EP 203-626 Claim_RivCoTTC (2530 : EP 203-626)

INQUHIST 051996154-6 2003 09/27/2016 08:42:14 PAGE: 1

ASMTNBR: 051996154-6 YR: 2003 INPUT/PAY-DT: 05/05/2015 BAL-DUE: 537.95
PARENT: 770163019-0 TRA: 020-021 BILLNBR: 006422984 TAX CODE 0-00

ASSESSEE: POWER FINANCE ASSOC INC
MAILADDR: P O BOX 134 LA QUINTA CA 92253
SITUS: 51375 CALLE HUENEME LA QUINTA 92253
PRCLDESC: LOT 7 BLK 5 MB 020/006 DESERT CLUB TR UNIT 2
ID INFO: DUE TO CONVEYANCE NBR: 0538156 EFFECTIVE DATE: 07/18/2003
CONVEY: STT 0538156 07/2003

* * * PRESS PA1 FOR MORE DATA * * *

* * * * * E N F O R C E M E N T A C T I O N S * * * * *

CTY: 33 LIEN NBR: 0335843 DOC: 000020080206481
PRNT: 02/28/2005 RECD: 04/24/2008 RELD:
NAME: POWER FINANCE ASSOC INC
ADDRESS: P O BOX 134 LA QUINTA CA 922530000

* * * PRESS PA1 FOR MORE DATA * * *
INPUT/PAY-DT: 05/05/2015

* * * * * * C H A R G E S A N D P A Y M E N T H I S T O R Y * * * * *

TAX CODE 0-00

DATE	DESCRIPTION	COLNBR	AMOUNT	BALANCE DUE
08/05/2004	TAXES		154.91	154.91
12/11/2004	DELQ PENALTY		15.49	170.40
02/28/2005	LIEN FEES		23.00	193.40
02/28/2005	MISC FEES		58.75	252.15
05/05/2015	ACCRUED PENALTY		285.80	537.95

Attachment: A. EP 203-626 Claim_RivCoTTC (2530 : EP 203-626)

INQUHIST 052017878-8 2002 09/27/2016 08:42:33 PAGE: 1

ASMTNBR: 052017878-8 YR: 2002 INPUT/PAY-DT: 05/05/2015 BAL-DUE: 1,174.60
PARENT: 774082015-4 TRA: 020-121 BILLNBR: 006394887 TAX CODE 0-00

ASSESSEE: BUFFIN, WILLIAM THOMAS
ASSESSEE: POWER FINANCE ASSOC INC
MAILNAME: C/O POWER BROKERS
MAILADDR: P O BOX 134 LA QUINTA CA 92253
PRCLDESC: LOT 3 BLK 224 MB FOR TOTAL DESCRIPTION SEE ASSESSORS MAPS
ID INFO: DUE TO CONVEYANCE NBR: 5143469 EFFECTIVE DATE: 02/28/2003
CONVEY: STT 0143469 02/2003

VALUE(S): LND: 49052 2002
VALUE(S): LND: 48984 2003

* * * PRESS PA1 FOR MORE DATA * * *
* * * * * E N F O R C E M E N T A C T I O N S * * * * *

CTY: 33 LIEN NBR: 0336072 DOC: 000020080206643
PRNT: 02/28/2005 RECD: 04/24/2008 RELD:
NAME: BUFFIN, WILLIAM THOMAS
NAME: POWER FINANCE ASSOC INC
ADDRESS: P O BOX 134 LA QUINTA CA 922530000

* * * PRESS PA1 FOR MORE DATA * * *
INPUT/PAY-DT: 05/05/2015
* * * * * * C H A R G E S A N D P A Y M E N T H I S T O R Y * * * * *

TAX CODE 0-00

DATE	DESCRIPTION	COLNBR	AMOUNT	BALANCE DUE
07/02/2004	TAXES		371.09	371.09
12/11/2004	DELQ PENALTY		37.10	408.19
02/28/2005	LIEN FEES		23.00	431.19
02/28/2005	MISC FEES		58.75	489.94
05/05/2015	ACCRUED PENALTY		684.66	1,174.60

Attachment: A. EP 203-626 Claim_RivCoTTC (2530 : EP 203-626)

INQUHIST 052055081-2 2002 09/26/2016 11:54:38 PAGE: 1

ASMTNBR: 052055081-2 YR: 2002 INPUT/PAY-DT: 05/05/2015 BAL-DUE: 578.18
PARENT: 773332003-8 TRA: 020-143 BILLNBR: 006446272 TAX CODE 0-00

ASSESSEE: POWER FINANCE ASSN
MAILADDR: 51370 AVENIDA BERMUDAS LA QUINTA CA 92253
PRCLDESC: LOT 24 BLK 146 MB FOR TOTAL DESCRIPTION SEE ASSESSORS MAPS
ID INFO: DUE TO CONVEYANCE NBR: 5295391 EFFECTIVE DATE: 04/25/2003
CONVEY: STT 0295391 04/2003

VALUE(S): LND: 29486 2002
VALUE(S): LND: 28998 2003

* * * PRESS PA1 FOR MORE DATA * * *

* * * * * E N F O R C E M E N T A C T I O N S * * * * *

CTY: 33 LIEN NBR: 0337109 DOC: 000020080207337
PRNT: 02/28/2005 RECD: 04/24/2008 RELD:
NAME: POWER FINANCE ASSN
ADDRESS: 51370 AVENIDA BERMUDAS LA QUINTA CA 922530000

* * * PRESS PA1 FOR MORE DATA * * *
INPUT/PAY-DT: 05/05/2015

* * * * * * C H A R G E S A N D P A Y M E N T H I S T O R Y * * * * *

TAX CODE 0-00

DATE	DESCRIPTION	COLNBR	AMOUNT	BALANCE DUE
09/07/2004	TAXES		168.57	168.57
12/11/2004	DELQ PENALTY		16.85	185.42
02/28/2005	LIEN FEES		23.00	208.42
02/28/2005	MISC FEES		58.75	267.17
05/05/2015	ACCRUED PENALTY		311.01	578.18

Attachment: A. EP 203-626 Claim_RivCoTTC (2530 : EP 203-626)

INQUHIST 052067604-2 2002 09/26/2016 11:55:46 PAGE: 1

ASMTNBR: 052067604-2 YR: 2002 INPUT/PAY-DT: 05/05/2015 BAL-DUE: 632.95
PARENT: 773332004-9 TRA: 020-143 BILLNBR: 006453428 TAX CODE 0-00

ASSESSEE: POWER FINANCE ASSN
MAILADDR: 51370 AVENIDA BERMUDAS LA QUINTA CA 92253
PRCLDESC: LOT 23 BLK 146 MB FOR TOTAL DESCRIPTION SEE ASSESSORS MAPS
ID INFO: DUE TO CONVEYANCE NBR: 5295391 EFFECTIVE DATE: 04/25/2003
CONVEY: STT 0295391 04/2003

VALUE(S): LND: 29486 2002
VALUE(S): LND: 28998 2003

* * * PRESS PA1 FOR MORE DATA * * *
* * * * * E N F O R C E M E N T A C T I O N S * * * * *

CTY: 33 LIEN NBR: 0337421 DOC: 000020080207809
PRNT: 02/28/2005 RECD: 04/24/2008 RELD:
NAME: POWER FINANCE ASSN
ADDRESS: 51370 AVENIDA BERMUDAS LA QUINTA CA 922530000

* * * PRESS PA1 FOR MORE DATA * * *
INPUT/PAY-DT: 05/05/2015
* * * * * * C H A R G E S A N D P A Y M E N T H I S T O R Y * * * * *

TAX CODE 0-00

DATE	DESCRIPTION	COLNBR	AMOUNT	BALANCE DUE
10/07/2004	TAXES		187.17	187.17
12/11/2004	DELQ PENALTY		18.71	205.88
02/28/2005	LIEN FEES		23.00	228.88
02/28/2005	MISC FEES		58.75	287.63
05/05/2015	ACCRUED PENALTY		345.32	632.95

Attachment: A. EP 203-626 Claim_RivCoTTC (2530 : EP 203-626)

INQUHIST 051991181-5 2002 09/27/2016 08:43:09 PAGE: 1

ASMTNBR: 051991181-5 YR: 2002 INPUT/PAY-DT: 05/05/2015 BAL-DUE: 507.89
PARENT: 774063018-8 TRA: 020-121 BILLNBR: 006394907 TAX CODE 0-00

ASSESSEE: BUFFIN, WILLIAM THOMAS
ASSESSEE: POWER FINANCE ASSOC INC
MAILADDR: P O BOX 134 LA QUINTA CA 92253
PRCLDESC: LOT 6 BLK 206 MB FOR TOTAL DESCRIPTION SEE ASSESSORS MAPS
ID INFO: DUE TO CONVEYANCE NBR: 0207906 EFFECTIVE DATE: 03/25/2003
CONVEY: STT 0207906 03/2003

VALUE(S): LND: 7000 2002
VALUE(S): LND: 7000 2003

* * * PRESS PA1 FOR MORE DATA * * *
* * * * * E N F O R C E M E N T A C T I O N S * * * * *

CTY: 33 LIEN NBR: 0335792 DOC: 000020080211553
PRNT: 02/28/2005 RECD: 04/25/2008 RELD:
NAME: BUFFIN, WILLIAM THOMAS
NAME: POWER FINANCE ASSOC INC
ADDRESS: P O BOX 134 LA QUINTA CA 922530000

* * * PRESS PA1 FOR MORE DATA * * *
INPUT/PAY-DT: 05/05/2015
* * * * * * C H A R G E S A N D P A Y M E N T H I S T O R Y * * * * *

TAX CODE 0-00

DATE	DESCRIPTION	COLNBR	AMOUNT	BALANCE DUE
07/02/2004	TAXES		144.70	144.70
12/11/2004	DELQ PENALTY		14.47	159.17
02/28/2005	LIEN FEES		23.00	182.17
02/28/2005	MISC FEES		58.75	240.92
05/05/2015	ACCRUED PENALTY		266.97	507.89

Attachment: A. EP 203-626 Claim_RivCoTTC (2530 : EP 203-626)

INQUHIST 051991184-8 2002 09/27/2016 08:43:23 PAGE: 1

ASMTNBR: 051991184-8 YR: 2002 INPUT/PAY-DT: 05/05/2015 BAL-DUE: 545.67
PARENT: 774063004-5 TRA: 020-121 BILLNBR: 006394906 TAX CODE 0-00

ASSESSEE: BUFFIN, WILLIAM THOMAS
ASSESSEE: POWER FINANCE ASSOC INC
MAILADDR: P O BOX 134 LA QUINTA CA 92253
PRCLDESC: LOT 21 BLK 206 MB FOR TOTAL DESCRIPTION SEE ASSESSORS MAPS
ID INFO: DUE TO CONVEYANCE NBR: 0207906 EFFECTIVE DATE: 03/25/2003
CONVEY: STT 0207906 03/2003

VALUE(S): LND: 7000 2002
VALUE(S): LND: 7000 2003

* * * PRESS PA1 FOR MORE DATA * * *

* * * * * E N F O R C E M E N T A C T I O N S * * * * *

CTY: 33 LIEN NBR: 0335794 DOC: 000020080211554
PRNT: 02/28/2005 RECD: 04/25/2008 RELD:
NAME: BUFFIN, WILLIAM THOMAS
NAME: POWER FINANCE ASSOC INC
ADDRESS: P O BOX 134 LA QUINTA CA 922530000

* * * PRESS PA1 FOR MORE DATA * * *
INPUT/PAY-DT: 05/05/2015

* * * * * C H A R G E S A N D P A Y M E N T H I S T O R Y * * * * *

TAX CODE 0-00

DATE	DESCRIPTION	COLNBR	AMOUNT	BALANCE DUE
07/02/2004	TAXES		157.53	157.53
12/11/2004	DELQ PENALTY		15.75	173.28
02/28/2005	LIEN FEES		23.00	196.28
02/28/2005	MISC FEES		58.75	255.03
05/05/2015	ACCRUED PENALTY		290.64	545.67

Attachment: A. EP 203-626 Claim_RivCoTTC (2530 : EP 203-626)

INQUHIST 052466166-6 2005 09/27/2016 08:43:38 PAGE: 1

ASMTNBR: 052466166-6 YR: 2005 INPUT/PAY-DT: 05/05/2015 BAL-DUE: 2,210.86
PARENT: 774232014-6 TRA: 020-121 BILLNBR: 006802127 TAX CODE 0-00

ASSESSEE: POWER FINANCE ASSOC
MAILADDR: 51370 AVENIDA BERMUDAS 1 LA QUINTA CA 92253
SITUS: 54303 AVENIDA JUAREZ LA QUINTA 92253
PRCLDESC: LOT 3 BLK 261 MB FOR TOTAL DESCRIPTION SEE ASSESSORS MAPS
ID INFO: DUE TO NEW CONSTRUCTION EFFECTIVE DATE: 02/27/2006
VALUE(S): STR: 218115 2005
VALUE(S): STR: 23865 2006

* * * PRESS PA1 FOR MORE DATA * * *
* * * * * E N F O R C E M E N T A C T I O N S * * * * *

CTY: 33 LIEN NBR: 0346385 DOC: 000020080246226
PRNT: 03/31/2007 RECD: 05/08/2008 RELD:
NAME: POWER FINANCE ASSOC
ADDRESS: 51370 AVENIDA BERMUDAS 1 LA QUINTA CA 922530000

* * * PRESS PA1 FOR MORE DATA * * *
INPUT/PAY-DT: 05/05/2015
* * * * * * C H A R G E S A N D P A Y M E N T H I S T O R Y * * * * *

TAX CODE 0-00

DATE	DESCRIPTION	COLNBR	AMOUNT	BALANCE DUE
12/08/2006	TAXES		828.45	828.45
02/01/2007	DELQ PENALTY		82.84	911.29
03/31/2007	LIEN FEES		23.00	934.29
03/31/2007	MISC FEES		58.75	993.04
05/05/2015	ACCRUED PENALTY		1,217.82	2,210.86

Attachment: A. EP 203-626 Claim_RivCoTTC (2530 : EP 203-626)

INQUHIST 052459394-3 2004 09/26/2016 11:57:02 PAGE: 1

ASMTNBR: 052459394-3 YR: 2004 INPUT/PAY-DT: 05/05/2015 BAL-DUE: 1,018.38
PARENT: 774264018-9 TRA: 020-121 BILLNBR: 006802136 TAX CODE 0-00

ASSESSEE: BUFFIN, WILLIAM THOMAS
ASSESSEE: POWER FINANCE ASSOC
MAILADDR: P O BOX 134 LA QUINTA CA 92253
PRCLDESC: LOT 18 BLK 274 MB FOR TOTAL DESCRIPTION SEE ASSESSORS MAPS
ID INFO: DUE TO CONVEYANCE NBR: 5266186 EFFECTIVE DATE: 04/05/2005
CONVEY: STT 0266186 04/2005

VALUE(S): LND: 90000 2004
VALUE(S): LND: 90000 2005

* * * PRESS PA1 FOR MORE DATA * * *
* * * * * E N F O R C E M E N T A C T I O N S * * * * *

CTY: 33 LIEN NBR: 0346178 DOC: 000020080246319
PRNT: 03/31/2007 RECD: 05/08/2008 RELD:
NAME: BUFFIN, WILLIAM THOMAS
NAME: POWER FINANCE ASSOC
ADDRESS: P O BOX 134 LA QUINTA CA 922530000

* * * PRESS PA1 FOR MORE DATA * * *
INPUT/PAY-DT: 05/05/2015
* * * * * * C H A R G E S A N D P A Y M E N T H I S T O R Y * * * * *

TAX CODE 0-00

DATE	DESCRIPTION	COLNBR	AMOUNT	BALANCE DUE
12/08/2006	TAXES		364.45	364.45
02/01/2007	DELQ PENALTY		36.44	400.89
03/31/2007	LIEN FEES		23.00	423.89
03/31/2007	MISC FEES		58.75	482.64
05/05/2015	ACCRUED PENALTY		535.74	1,018.38

Attachment: A. EP 203-626 Claim_RivCoTTC (2530 : EP 203-626)

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

SUBMITTAL DATE:
September 28, 2016

FROM : TREASURER-TAX COLLECTOR:

SUBJECT: Recommendation for Distribution of Excess Proceeds for Tax Sale No. 203, Item 634. Last assessed to: Kathie A. Byron, Executrix of the Estate of W.R. Byron. District 4 [$19,842]. Fund 65595 Excess Proceeds from Tax Sale.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the claim from Kathie A. Byron, Executrix of the Estate of W.R. Byron, last assessee for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 821190021-8;
2. Authorize and direct the Auditor-Controller to issue a warrant to Kathie A. Byron, Executrix of the Estate of W.R. Byron in the amount of $19,842.25, no sooner than ninety days from the date of this order, unless an appeal has been filed in Superior Court, pursuant to the California Revenue and Taxation Code Section 4675.

Policy

Don Kent
Don Kent, Treasurer-Tax Collector 10/14/2016

BACKGROUND:

Summary

In accordance with Section 3691 et seq. of the California Revenue and Taxation Code, and with prior approval of the Board of Supervisors, The Tax Collector conducted the May 5, 2015 public auction sale. The deed conveying title to the purchasers at the auction was recorded June 18, 2015. Further, as required by Section 4676 of the California Revenue and Taxation Code, notice of the right to claim excess proceeds was given on July 22, 2015, to parties of interest as defined in Section 4675 of said code. Parties of interest have been determined by an examination of lot book reports as well as Assessor's and Recorder's records, and various research methods were used to obtain current mailing addresses for these parties of interest.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	$ 19,842	$ 0	$ 19,842	$ 0
NET COUNTY COST	$ 0	$ 0	$ 0	$ 0

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

SOURCE OF FUNDS: **Fund 65595 Excess Proceeds from Tax Sale**	**Budget Adjustment:** No
	For Fiscal Year: 16/17

C.E.O. RECOMMENDATION: APPROVE

BACKGROUND:

Summary (continued)

The Treasurer-Tax Collector has received one claim for excess proceeds:

1. Claim from Kathie A. Byron, Executrix of the Estate of W.R. Byron based on a Trustee's Deed Upon Sale recorded February 8, 2012 as Instrument No. 2012-0057893.

Pursuant to Section 4675 of the California Revenue and Taxation Code, it is the recommendation of this office that Kathie A. Byron, Executrix of the Estate of W.R. Byron be awarded excess proceeds in the amount of $19,842.25. Supporting documentation has been provided. The Tax Collector requests approval of the above recommended motion. Notice of this recommendation was sent to the claimant by certified mail.

Impact on Residents and Businesses

Excess proceeds are being released to the last assessee of the property.

ATTACHMENTS (if any, in this order):

ATTACHMENT A. Claim_Byron

.

CLAIM FOR EXCESS PROCEEDS FROM THE SALE OF TAX-DEFAULTED PROPERTY
(SEE REVERSE SIDE FOR FURTHER INSTRUCTIONS)

RECEIVED
2015 AUG -3 PM 2:56
RIVERSIDE COUNTY
TREAS-TAX COLLECTOR

To: **Don Kent, Treasurer-Tax Collector**

Re: **Claim for Excess Proceeds**

TC 203 Item 634 Assessment No.: 821190021-8

Assessee: BYRON, KATHIE A EXR

Situs:

Date Sold: May 5, 2015

Date Deed to Purchaser Recorded: June 18, 2015

Final Date to Submit Claim: June 20, 2016

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of $9,842.25 from the sale of the above mentioned real property. I/We were the ☐ lienholder(s), ☒ property owner(s) **[check in one box]** at the time of the sale of the property as is evidenced by Riverside County Recorder's Document No. 0259704; recorded on 06/18/2015. A copy of this document is attached hereto. I/We are the rightful claimants by virtue of the attached assignment of interest. I/We have listed below and attached hereto each item of documentation supporting the claim submitted.

NOTE: YOUR CLAIM WILL NOT BE CONSIDERED UNLESS THE DOCUMENTATION IS ATTACHED.

If the property is held in Joint Tenancy, the taxsale process has severed this Joint Tenancy, and all Joint Tenants will have to sign the claim unless the claimant submits proof that he or she is entitled to the full amount of the claim, the claimant may only receive his or her respective portion of the claim.

I/We affirm under penalty of perjury that the foregoing is true and correct.

Executed this 28 day of July, 2015 at RIVERSIDE, CA.
County, State

Kathie Byron
Signature of Claimant

Signature of Claimant

Kathie Byron
Print Name

Print Name

18581 Blythe Way
Street Address

Street Address

Blythe, CA. 92225
City, State, Zip

City, State, Zip

760-922-8873 (760-221-8544) or
Phone Number

Phone Number

SCO 8-21 (1-99)

Attachment: A. EP 203-634 Claim_Byron (2531 : EP 203-634)

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Kathie A Byron
18581 Blythe Way
Blythe, Ca 92225

DOC # 2012-0057893
02/08/2012 11:03A Fee:34.00
Page 1 of 4
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder

S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	CC
1			4						
M	A	L	465	426	PCOR	NCOR	SMF	NCHG	EX 8(
					T:		CTY	UNI	

APNs: 821-190-021-8; 821-210-012-1 & 821-210-008-8

135

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808

TRUSTEE'S DEED UPON SALE

The Undersigned grantor declares:
1) The Grantee herein was the foreclosing beneficiary
2) The amount of the unpaid debt together with costs was.....$ 389,422.35
3) The amount paid by the Grantee at the trustee's sale was(Credit Bid).....$ 386,759.77
4) The Documentary transfer tax is NONE. (Credit Bid).....$ -0-

and Donald McKay, Attorney at Law (herein called Trustee), as the duly appointed Trustee under the Deed of Trust hereinafter described, does hereby grant and convey, but without covenant or warranty, express or implied to

Kathie A Byron, Executrix of the Estate of W. R. Byron
(herein called Grantee), all of the right, title and interest in and to that certain property situated in the County of Riverside, State of California, described as follows:

LEGAL DESCRIPTION ATTACHED AS Exhibit "A" and made a part hereof.

RECITALS:
This conveyance is made pursuant to the powers conferred on the Trustee by that certain deed of trust dated January 10, 2006 and executed by MIKE KLOF, a married man as his sole and separate property, as Trustor, and recorded on January 20, 206 as Document No 2006-0046270 in the official records of Riverside County, California, and after fulfillment of the conditions specified in said deed of trust authorizing this conveyance.

Default occurred as set forth in the Notice of Default and Election to Sell which was recorded in the Office of the Recorder of said County and such default existed at the time of sale.

All requirements of law regarding the mailing of copies of notices or the publication of a copy of the Notice of Default or the personal delivery of the copy of the Notice of Default and the posting and publication of the Notice of Sale have been complied with

Attachment: A. EP 203-634 Claim_Byron (2531 : EP 203-634)

Trustee, in compliance with said Notice of Trustee Sale and in exercise of the powers under said deed of trust, sold the herein described property at public auction on February 2, 2012. Grantee being the highest bidder at such sale, became the purchaser of said property for the amount of bid being $1.00 in lawful money of the United States or by credit bid if the Grantee was the beneficiary of said deed of trust at the time of said Trustee's Sale.

Dated: Feb 3, 2012

Donald McKay, Trustee

STATE OF CALIFORNIA)
) ss
COUNTY OF RIVERSIDE)

On February 6, 2012, before me, Maria Almanza Notary Public the undersigned, a Notary Public in and for said County and State, personally appeared Donald McKay who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he or she executed the same in his or her authorized capacity and that by his or her signature on the instrument the person or the entity upon behalf of which the person acted executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary's Signature

MARIA ALMANZA
Commission # 1902632
Notary Public - California
Riverside County
My Comm. Expires Sep 3, 2014

2012-0057893
02/08/2012 11:03R
2 of 4

Attachment: A. EP 203-634 Claim_Byron (2531 : EP 203-634)

TRUSTEE'S DEED

EXHIBIT A
LEGAL DESCRIPTIONS REAL PROPERTY

Parcel 1:

Approximately 39.94 acres more or less located in Blythe, California and more particularly described as follows:

The East half of the East half of the Southeast quarter of Fractional Section 2, Township 6 South, Range 22 East, San Bernardino Base and Meridian, as shown by United States Governmental Survey.

Excepting therefrom that certain well site located as follows:

Commencing at the Southeast Corner of Fractional Section 2, Township 6 South, Range 22 East, San Bernardino Base & Meridian, according to the official plat thereof, thence North along the East line of said section, 522 feet, thence West and parallel to the North line of said Section, 100 feet to the point of beginning, thence North and parallel to the East line of said section, 50 feet, thence West and parallel to the North line of said section, 50 feet, thence South and parallel to the East line of said section, 50 feet, thence East and parallel to the North line of said section, 50 feet to the true point of beginning.

Said Parcel is APN: 821-190-021-8

2012-0857893
02/08/2012 11:03A
3 of 4

Attachment: A. EP 203-634 Claim_Byron (2531 : EP 203-634)

Parcel 2:

The East 250 feet of the South 100 feet of the Southwest quarter of the Southwest quarter of Section 1, Township 6 South, Range 22 East.

Commencing at the Southeast corner of the Southwest quarter of the Southwest quarter of Fractional Section 1, Township 6 South, Range 22 East, San Bernardino Meridian, according to the official plat thereof, thence North and parallel to the West line of said section, 100 feet, thence West and parallel to the South line of said section, 250 feet, thence South and parallel to the West line of said section, 100 feet, thence East along the South line of said section, 250 feet to the true point of beginning.

Said land is also situated in the unincorporated area of Riverside County, California and in the Palo Verde Irrigation District.

Said Parcel is APN: 821-210-012-1

Parcel 3:

Approximately 75.74 acres more or less located in Blythe, California and more particularly described as follows:

The West 1/2 of the Southwest 1/4 of Fractional Section 1, Township 6 South, Range 22 East, San Bernardino Base and Meridian.

Excepting therefrom the Southerly 100 feet thereof.

Said Parcel is APN: 821-210-008-8



2012-0057893
02/08/2012 11:03A
4 of 4

Attachment: A. EP 203-634 Claim_Byron (2531 : EP 203-634)

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and Address): 93188
DONALD McKAY
ATTORNEY AT LAW
82-451 HIGHWAY 111
INDIO, CALIFORNIA 92201
TELEPHONE NO: (760) 342-2100
ATTORNEY FOR (Name): Kathie A. Byron

FOR COURT USE ONLY

FILED
SUPERIOR/MUNICIPAL COURT
OF RIVERSIDE COUNTY
MAY - 7 1998
G. PRADER

SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE
STREET ADDRESS: 46-200 OASIS STREET
MAILING ADDRESS: 46-200 OASIS STREET
CITY AND ZIP CODE: INDIO, CALIFORNIA 92201
BRANCH NAME: INDIO BRANCH

ESTATE OF (NAME): WILLARD R BYRON
a/k/a Willard Raymond Byron
DECEDENT

CASE NUMBER: IP 15924

ORDER FOR PROBATE

ORDER APPOINTING
- [X] Executor
- [ ] Administrator with Will Annexed
- [ ] Administrator
- [ ] Special Administrator

[X] Order Authorizing Independent Administration of Estate
- [ ] with full authority
- [X] with limited authority

1. Date of hearing: May 4, 1998 Time: 8:45 AM Dept/Rm: 3P Judge: Cribbs

THE COURT FINDS

2. a. All notices required by law have been given.
   b. Decedent died on *(date)*: March 17, 1998
      (1) [X] a resident of the California county named above
      (2) [ ] a nonresident of California and left an estate in the county named above
   c. Decedent died
      (1) [ ] intestate
      (2) [X] testate and decedent's will dated 2/11/98 and each codicil dated:
      was admitted to probate by Minute Order on *(date)*: 5/4/98

THE COURT ORDERS

3. *(Name)*: Kathie A. Byron
is appointed personal representative:
   a. [X] Executor of the decedent's will
   b. [ ] Administrator with will annexed
   c. [ ] Administrator
   d. [ ] Special Administrator
      (1) [ ] with general powers
      (2) [ ] with special powers as specified in Attachment 3d
      (3) [ ] without notice of hearing

and letters shall issue on qualification.

4. a. [ ] **Full authority** is granted to administer the estate under the Independent Administration of Estates Act
   b. [X] **Limited authority** is granted to administer the estate under the Independent Administration of Estates Act (there is no authority without court supervision to (1) sell or exchange real property or (2) grant an option to purchase real property or (3) borrow money with the loan secured by an encumbrance upon real property).

5. a. [X] Bond is not required.
   b. [ ] Bond is fixed at $ to be furnished by an authorized surety company or as otherwise provided by law.
   c. [ ] Deposits of $ are ordered to be placed in a blocked account at *(specify institution and location)*
   and receipts shall be filed. No withdrawals shall be made without a court order.

6. [X] *(Name)*: DANIEL C. PETERSON is appointed probate referee.

Date: MAY 7, 1998

GRAHAM ANDERSON CRIBBS
JUDGE OF THE SUPERIOR COURT

7. [ ] Number of pages attached:

DANIEL C. PETERSON
California State Probate Referee
10447 Mole Avenue, Suite B
Riverside, California 92503
(909) 687-8585 Fax (909) 687-3646

[ ] Signature follows last attachment

Form Approved by the Judicial Council of California DE-140 [Rev. July 1, 1988]

ORDER FOR PROBATE

Probate Code 329

CEB

Attachment: A. EP 203-634 Claim_Byron (2531 : EP 203-634)

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and Address) 93188
DONALD McKAY
ATTORNEY AT LAW
82-451 HIGHWAY 111
INDIO, CALIFORNIA 92201
TELEPHONE NO. (760) 342-2100
ATTORNEY FOR (Name): Kathie A. Byron

FOR COURT USE ONLY

FILED
SUPERIOR/MUNICIPAL COURT
OF RIVERSIDE COUNTY
MAY - 7 1998
G. PRADER

SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE
STREET ADDRESS: 46-200 OASIS STREET
MAILING ADDRESS: 46-200 OASIS STREET
CITY AND ZIP CODE: INDIO, CALIFORNIA 92201
BRANCH NAME: INDIO BRANCH

ESTATE OF (NAME): W R BYRON
a/k/a Willard Raymond Byron
DECEDENT

CASE NUMBER: IP 15924

LETTERS
[X] TESTAMENTARY
[ ] OF ADMINISTRATION WITH WILL ANNEXED
[ ] OF ADMINISTRATION
[ ] SPECIAL ADMINISTRATION

LETTERS

1 [X] The last will of the decedent named above having been proved, the court appoints *(name)*:
Kathie A. Byron

a. [X] Executor
b. [ ] Administrator with will annexed

2 [ ] The court appoints *(name)*:

a. [ ] Administrator of the decedent's estate
b. [ ] Special administrator of decedent's estate
(1) [ ] with the special powers specified in the Order for Probate
(2) [ ] with the powers of a general administrator

3 [X] The personal representative is authorized to administer the estate under the Independent Administration of Estates Act [ ] with full authority [X] with limited authority (no authority, without court supervision, to (1) sell or exchange real property or (2) grant an option to purchase real property or (3) borrow money with the loan secured by an encumbrance upon real property).

WITNESS, clerk of the court, with seal of the court affixed.

Date: MAY 7 1998

Clerk, by G. Prader, Deputy

(SEAL)

AFFIRMATION

1. [ ] PUBLIC ADMINISTRATOR. No affirmation required (Prob. Code, § 1140 (b))

2. [X] INDIVIDUAL: **I solemnly affirm** that I will perform the duties of personal representative according to law.

3 [ ] INSTITUTIONAL FIDUCIARY *(name)*:

I solemnly affirm that the institution will perform the duties of personal representative according to law. I make this affirmation for myself as an individual and on behalf of the institution as an officer.
(Name and title):

4. Executed on *(date)*: March 31, 1998
at *(place)*: Indio, California, California

Kathie A. Byron
(SIGNATURE)

CERTIFICATION

I certify that this document is a correct copy of the original on file in my office and the letters issued the personal representative appointed above have not been revoked, annulled, or set aside, and are still in full force and effect.

(SEAL)

Date
Clerk, by
(DEPUTY)

Attachment: A. EP 203-634 Claim_Byron (2531 : EP 203-634)

STATE OF CALIFORNIA
CERTIFICATION OF VITAL RECORD

COUNTY OF RIVERSIDE

RIVERSIDE, CALIFORNIA

CERTIFICATE OF DEATH

STATE OF CALIFORNIA
USE BLACK INK ONLY-NO ERASURES, WHITEOUTS OR ALTERATIONS
VS-11 (REV. 7/97)

STATE FILE NUMBER: 795954
LOCAL REGISTRATION NUMBER:

DECEDENT PERSONAL DATA

1. NAME OF DECEDENT—FIRST (GIVEN): Willard
2. MIDDLE: Raymond
3. LAST (FAMILY): Byron
4. DATE OF BIRTH MM/DD/CCYY: 03/16/1915
5. AGE YRS.: 83
IF UNDER 1 YEAR MONTHS / DAYS; IF UNDER 24 HOURS HOURS / MINUTES:
6. SEX: M
7. DATE OF DEATH MM/DD/CCYY: 03/17/1998
8. HOUR: 1922
9. STATE OF BIRTH: OK
11. MILITARY SERVICE: [ ] YES [X] NO [ ] UNK
12. MARITAL STATUS: MRD
13. EDUCATION—YEARS COMPLETED: 14
14. RACE: White
[ ] Yes, SPECIFY [X] No
16. USUAL EMPLOYER: Self-employed
17. OCCUPATION: Contractor
18. KIND OF BUSINESS: General Construction
19. YEARS IN OCCUPATION: 40

USUAL RESIDENCE

20. RESIDENCE—(STREET AND NUMBER OR LOCATION): 3990 Wells Rd.
21. CITY: Blythe
22. COUNTY: Riverside
23. ZIP CODE: 92225
24. YRS IN COUNTY: 40
25. STATE OR FOREIGN COUNTRY: California

INFORMANT

26. NAME, RELATIONSHIP: Kathie Byron ,Wife
27. MAILING ADDRESS (STREET AND NUMBER OR RURAL ROUTE NUMBER, CITY OR TOWN, STATE, ZIP): 3990 Wells Rd., Blythe,Ca. 92225

SPOUSE AND PARENT INFORMATION

28. NAME OF SURVIVING SPOUSE—FIRST: Kathie
29. MIDDLE: Ann
30. LAST (MAIDEN NAME): Tatro
31. NAME OF FATHER—FIRST: Charles
32. MIDDLE:
33. LAST: Byron
34. BIRTH STATE: Unknown
35. NAME OF MOTHER—FIRST: Eva
36. MIDDLE:
37. LAST (MAIDEN): Houston
38. BIRTH STATE: OK

DISPOSITION(S)

39. DATE MM/DD/CCYY: 03/23/1998
40. PLACE OF FINAL DISPOSITION: Palo Verde Cemetery , 10700 West 10th Avenue , Blythe,Ca. 92225

FUNERAL DIRECTOR AND LOCAL REGISTRAR

41. TYPE OF DISPOSITION(S): BU
42. SIGNATURE OF EMBALMER: Michael S. Prueter
43. LICENSE NO: 7008
44. NAME OF FUNERAL DIRECTOR: Frye Chapel & Mortuary
45. LICENSE NO: FD-596
46. SIGNATURE OF LOCAL REGISTRAR: Gary Feldman M.D.
47. DATE MM/DD/CCYY: 03/23/1998

PLACE OF DEATH

101. PLACE OF DEATH: Water Wheel Resort
102. IF HOSPITAL, SPECIFY ONE: [ ] IP [ ] ER/OP [ ] DOA
103. FACILITY OTHER THAN HOSPITAL: [X] CONV. HOME [ ] RES. [ ] OTHER
104. COUNTY: Riverside
105. STREET ADDRESS—(STREET AND NUMBER OF LOCATION): 29900 Hwy 95
106. CITY: Blythe

CAUSE OF DEATH

107. DEATH WAS CAUSED BY: (ENTER ONLY ONE CAUSE PER LINE FOR A, B, C, AND D)

		TIME INTERVAL BETWEEN ONSET AND DEATH
IMMEDIATE CAUSE	(A) Exsanguination	Immed
DUE TO	(B) Rupture of Pulmonary Embolism	Mins
DUE TO	(C) Metastatic Cancer of the lungs	Years
DUE TO	(D)	

108. DEATH REPORTED TO CORONER: [X] YES [ ] NO — REFERRAL NUMBER: 981590
109. BIOPSY PERFORMED: [ ] YES [X] NO
110. AUTOPSY PERFORMED: [ ] YES [X] NO
111. USED IN DETERMINING CAUSE: [ ] YES [ ] NO

112. OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH BUT NOT RELATED TO CAUSE GIVEN IN 107: Chronic Obstructive Pulmonary Disease

113. WAS OPERATION PERFORMED FOR ANY CONDITION IN ITEM 107 OR 112? IF YES, LIST TYPE OF OPERATION AND DATE: No

PHYSICIAN'S CERTIFICATION

114. I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE DEATH OCCURRED AT THE HOUR, DATE AND PLACE STATED FROM THE CAUSES STATED. DECEDENT ATTENDED SINCE MM/DD/CCYY; DECEDENT LAST SEEN ALIVE MM/DD/CCYY
115. SIGNATURE AND TITLE OF CERTIFIER
116. LICENSE NO
117. DATE MM/DD/CCYY
118. TYPE ATTENDING PHYSICIAN'S NAME, MAILING ADDRESS, ZIP

CORONER'S USE ONLY

I CERTIFY THAT IN MY OPINION DEATH OCCURRED AT THE HOUR, DATE AND PLACE STATED FROM THE CAUSES STATED.
119. MANNER OF DEATH: [X] NATURAL [ ] SUICIDE [ ] HOMICIDE [ ] ACCIDENT [ ] PENDING INVESTIGATION [ ] COULD NOT BE DETERMINED
120. INJURY AT WORK: [ ] YES [ ] NO
121. INJURY DATE MM/DD/CCYY
122. HOUR
123. PLACE OF INJURY
124. DESCRIBE HOW INJURY OCCURRED (EVENTS WHICH RESULTED IN INJURY)
125. LOCATION (STREET AND NUMBER OR LOCATION AND CITY, ZIP)
126. SIGNATURE OF CORONER OR DEPUTY CORONER: Paul D. Trujillo
127. DATE MM/DD/CCYY: 03/21/1998
128. TYPED NAME, TITLE OF CORONER OR DEPUTY CORONER: Paul D. Trujillo,Deputy-Coronor

STATE REGISTRAR

A | B | C | D | E | F | G | H
FAX AUTH. #: 217658
CENSUS TRACT:

CERTIFIED COPY OF VITAL RECORDS

STATE OF CALIFORNIA
COUNTY OF RIVERSIDE } SS

This is a true and exact reproduction of the document officially registered and placed on file in the office of County of Riverside, Department of Health.

DATE ISSUED 03/30/1998

This copy not valid unless prepared on engraved border displaying seal and signature of Registrar.

Gary Feldman M.D.
Local Registrar
RIVERSIDE COUNTY, CALIFORNIA

REGISTRAR OF VITAL STATISTICS

HOLD TO LIGHT TO VIEW WATERMARK

Attachment: A. EP 203-634 Claim_Byron (2531 : EP 203-634)

Attachment: A. EP 203-634 Claim_Byron (2531 : EP 203-634)

REQUESTED BY AND MAIL TO:
ASURE
1110
LEMON ST-4TH FLOOR
RSIDE, CALIFORNIA 92501

ADAD, LLC
C/O ANDRE DELOJE
2118 WILSHIRE BLVD #1142
SANTA MONICA, CA 90403

Page 1 of 2

Recorded in Official Records
County of Riverside
Peter Aldana
Assessor-County Clerk-Recorder

149					R	A	Exam: 778			
Page	DA	PCOR	Misc	Long	RFD	1st Pg	Add'l Pg	Cert	CC	
2										28
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TRA 003-030
Doc. Trans. Tax - computed on full value of property conveyed $ 55.55

Don Kent, Tax Collector
Signature of Declarant

TAX DEED TO PURCHASER OF TAX-DEFAULTED PROPERTY

On which the legally levied taxes were a lien for Fiscal Year 2007-2008
and for nonpayment were duly declared to be in default 2008-821190021-0000
Default Number

This deed, between the Tax Collector of RIVERSIDE County ("SELLER") and ADAD, LLC ("PURCHASER") conveys to the PURCHASER free of all encumbrances of any kind existing before the sale, except those referred to in §3712 of the Revenue and Taxation Code, to the real property described herein which the SELLER sold to the PURCHASER at a public auction held on MAY 6, 2015 pursuant to a statutory power of sale in accordance with the provisions of Division 1, Part 6, Chapter 7, Revenue and Taxation Code, for the sum of $50,100.00.

NO TAXING AGENCY objected to the sale.

In accordance with law, the SELLER, hereby grants to the PURCHASER that real property situated in said county, State of California, last assessed to BYRON, KATHIE A EXR, described as follows:

Assessor's Parcel Number 821190021-8

IN THE CITY OF BLYTHE

SEE PAGE 2 ENTITLED "LEGAL DESCRIPTION"

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Riverside

Executed on MAY 5, 2015

By _____
Tax Collector

On May 26, 2015, before me, Peter Aldana, Assessor, Clerk-Recorder, personally appeared Don Kent, Treasurer and Tax Collector for Riverside County, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.
Peter Aldana, Assessor, Clerk Recorder

By: _____ Seal
Deputy

COUNTY CLERK, RIVERSIDE COUNTY * CALIFORNIA *

§§3708 & 3804 R&T Code

TDL 8-19 (8-97)

821190021-8

LEGAL DESCRIPTION

THE EAST HALF OF THE EAST HALF OF THE SOUTHEAST QUARTER OF FRACTIONAL SECTION 2, TOWNSHIP 8 SOUTH, RANGE 22 EAST, SAN BERNARDINO BASE AND MERIDIAN, AS SHOWN BY UNITED STATES GOVERNMENTAL SURVEY.

EXCEPTING THEREFROM THAT CERTAIN WELL SITE DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF FRACTIONAL SECTION 2, TOWNSHIP 8 SOUTH, RANGE 22 EAST, SAN BERNARDINO BASE AND MERIDIAN;
THENCE NORTH ALONG THE EAST LINE OF SAID SECTION, 522 FEET, THENCE WEST AND PARALLEL TO THE NORTH LINE OF SAID SECTION, 100 FEET TO THE TRUE POINT OF BEGINNING;
THENCE NORTH AND PARALLEL TO THE EAST LINE OF SAID SECTION, 50 FEET;
THENCE WEST AND PARALLEL TO THE NORTH LINE OF SAID SECTION, 50 FEET;
THENCE SOUTH AND PARALLEL TO THE EAST LINE OF SAID SECTION, 50 FEET;
THENCE EAST, AND PARALLEL TO THE NORTH LINE OF SAID SECTION, 50 FEET TO THE TRUE POINT OF BEGINNING.

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

SUBMITTAL DATE:
September 27, 2016

FROM : TREASURER-TAX COLLECTOR:

SUBJECT: Recommendation for Distribution of Excess Proceeds for Tax Sale No. 203, Item 650. Last assessed to: Melvin M. Hoffman, a married man as his sole and separate property. District 1 [$19,532]. Fund 65595 Excess Proceeds from Tax Sale.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the claim from Melvin M. Hoffman, last assessee for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 932330063-9;
2. Authorize and direct the Auditor-Controller to issue a warrant to Melvin M. Hoffman in the amount of $19,532.06, no sooner than ninety days from the date of this order, unless an appeal has been filed in Superior Court, pursuant to the California Revenue and Taxation Code Section 4675.

Policy

Don Kent
Don Kent, Treasurer-Tax Collector 10/14/2016

BACKGROUND:

Summary

In accordance with Section 3691 et seq. of the California Revenue and Taxation Code, and with prior approval of the Board of Supervisors, The Tax Collector conducted the May 5, 2015 public auction sale. The deed conveying title to the purchasers at the auction was recorded June 18, 2015. Further, as required by Section 4676 of the California Revenue and Taxation Code, notice of the right to claim excess proceeds was given on July 22, 2015, to parties of interest as defined in Section 4675 of said code. Parties of interest have been determined by an examination of lot book reports as well as Assessor's and Recorder's records, and various research methods were used to obtain current mailing addresses for these parties of interest.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	$ 19,532	$ 0	$ 19,532	$ 0
NET COUNTY COST	$ 0	$ 0	$ 0	$ 0

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

SOURCE OF FUNDS: **Fund 65595 Excess Proceeds from Tax Sale**	**Budget Adjustment:** No
	For Fiscal Year: 16/17

C.E.O. RECOMMENDATION: APPROVE

BACKGROUND:

Summary (continued)

The Treasurer-Tax Collector has received one claim for excess proceeds:

1. Claim from Melvin M. Hoffman based on a Trustee's Deed Upon Sale recorded June 3, 2011 as Instrument No. 2011-0243911.

Pursuant to Section 4675 of the California Revenue and Taxation Code, it is the recommendation of this office that Melvin M. Hoffman be awarded excess proceeds in the amount of $19,532.06. Supporting documentation has been provided. The Tax Collector requests approval of the above recommended motion. Notice of this recommendation was sent to the claimant by certified mail.

Impact on Residents and Businesses

Excess proceeds are being released to the last assessee of the property.

ATTACHMENTS (if any, in this order):

ATTACHMENT A. Claim_Hoffman

.

CLAIM FOR EXCESS PROCEEDS FROM THE SALE OF TAX-DEFAULTED PROPERTY
(SEE REVERSE SIDE FOR FURTHER INSTRUCTIONS)

RECEIVED
2015 AUG -3 AM 8:45
RIVERSIDE COUNTY
TREAS-TAX COLLECTOR

To: **Don Kent, Treasurer-Tax Collector**

Re: **Claim for Excess Proceeds**

TC 203 Item 650 Assessment No.: 932330063-9

Assessee: HOFFMAN, MELVIN M

Situs: 39975 Sunset View Cir. Murrieta, CA 92562

Date Sold: May 5, 2015

Date Deed to Purchaser Recorded: June 18, 2015

Final Date to Submit Claim: June 20, 2016

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of $ 84,997.81 from the sale of the above mentioned real property. I/We were the ☐ lienholder(s), ☒ property owner(s) **[check in one box]** at the time of the sale of the property as is evidenced by Riverside County Recorder's Document No. 20110243911; recorded on 6/3/2011. A copy of this document is attached hereto. I/We are the rightful claimants by virtue of the attached assignment of interest. I/We have listed below and attached hereto each item of documentation supporting the claim submitted.

NOTE: YOUR CLAIM WILL NOT BE CONSIDERED UNLESS THE DOCUMENTATION IS ATTACHED.

I Melvin M. Hoffman became the owner when the property reverted to me as the beneficiary of the 1st Deed of Trust recorded 3/10/2008 as Document No. 20080115705 ...

"ATTACHED" Trustees Deed Upon Sale, Deed of Trust and Note for Reference".

If the property is held in Joint Tenancy, the taxsale process has severed this Joint Tenancy, and all Joint Tenants will have to sign the claim unless the claimant submits proof that he or she is entitled to the full amount of the claim, the claimant may only receive his or her respective portion of the claim.

I/We affirm under penalty of perjury that the foregoing is true and correct.

Executed this 27th day of July, 2015 at Los Angeles County, California
County, State

Signature of Claimant

Signature of Claimant

Melvin M. Hoffman
Print Name

Print Name

2400 W. Magnolia Blvd.,
Street Address

Street Address

Burbank, California 91506
City, State, Zip

City, State, Zip

(818) 841-2400
Phone Number

Phone Number

SCO 8-21 (1-99)

Attachment: A. EP 203-650 Claim_Hoffman (2516 : EP 203-650)

Branch :J03 User :JAVI

COPY

Stewart Title

DOC # 2011-0243911
08/03/2011 08:03A Fee:34.00
Page 1 of 4
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder

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RECORDING REQUESTED BY
Melvin Hoffman

WHEN RECORDED MAIL TO
Melvin M. Hoffman
2400 W. Magnolia Blvd.
Burbank, CA 91506

36 2011

MAIL TAX STATEMENTS TO
same as above

TRUSTEE'S DEED UPON SALE
Trustee Sale No. 3451-2

39

T
065

APN 932-330-063-9

The undersigned grantor declares:
(1) The Grantee (x) was ( ) was not the foreclosing beneficiary.
(2) The amount of unpaid debt together with costs $84,997.81
(3) The amount paid by grantee at trustee sale $84,997.81
(4) The documentary transfer tax is $none
(5) The survey monument fee is $
(6) Said property is in (x) unincorporated area: ( ) City of ,
and ALL COUNTIES TRUSTEE SERVICE COMPANY, a Nevada corporation (herein called Trustee), as the duly appointed Trustee under the Deed of Trust hereinafter described, does hereby grant and convey, but without warranty, express or implied, to Melvin M. Hoffman, a married man as his sole and separate property (herein called Grantee), all of its right, title and interest in and to that certain property situated in the unincorporated area, County of Riverside, State of California, described as follows:

Parcel 1 of Parcel Map 27021, as shown by map on file in Book 188, Pages 10 and 11 of Parcel Maps, Records of Riverside County, California.

TRUSTEE STATES THAT:
This conveyance is made pursuant to the powers conferred upon Trust by that certain Deed of Trust dated March 4, 2008 executed by Fay A. Whitaker, a married woman as her sole and separate property and recorded March 10, 2008 Instrument No. 2008-0115705 of Official Records of Riverside, California, and after fulfillment of the conditions specified in said Deed of Trust authorizing this conveyance.
Default occurred as set forth in a Notice of Default and Election to Sell which was recorded in the office of the Recorder of said County.

Attachment: A. EP 203-650 Claim_Hoffman (2516 : EP 203-650)

WHEN RECORDED MAIL TO
Melvin M. Hoffman

2400 W. Magnolia Blvd.
Burbank, CA 91506

All requirements of law regarding the mailing and recording of copies of notices and the posting and publication and recording of copies of the Notice of Sale have been complied with.

Said property was sold by said Trustee at public auction on May 26, 2011 at the place named in the Notice of Sale, in the County of Riverside, California, in which the property is situated. Grantee being the highest bidder at such sale became the purchaser of said property and paid therefor to said Trustee the amount bid, being $84,997.81 in lawful money of the United States, or by the satisfaction, pro tanto, of the obligations then secured by said Deed of Trust.
IN WITNESS WHEREOF, said ALL COUNTIES TRUSTEE SERVICE COMPANY, as Trustee, has this day, caused its name and seal to be hereunto affixed by its President and Secretary, thereunto duly authorized by resolution of its Board of Directors.

Dated: May 26, 2011

All Counties Trustee Service Company,
as Trustee aforesaid.

by Melvin M. Hoffman, President

by Patty Reyes, Secretary

Attachment: A. EP 203-650 Claim_Hoffman (2516 : EP 203-650)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California
County of Los Angeles

On 5-27-11 (Date) before me, Dana L. Bikowski Notary Public (Here Insert Name and Title of the Officer),
personally appeared Patricia Reyes • Melvin M. Hoffman (Name(s) of Signer(s))

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Dana L Bikowski (Signature of Notary Public)

DANA L. BIKOWSKI
Commission # 1939113
Notary Public - California
Los Angeles County
My Comm. Expires Apr 18, 2015

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Trustee Deed Upon Sale

Document Date: 5-27-11 Number of Pages: 2

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer — Title(s): _____	☐ Corporate Officer — Title(s): _____
☐ Individual	☐ Individual
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact	☐ Attorney in Fact
☐ Trustee	☐ Trustee
☐ Guardian or Conservator	☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____
RIGHT THUMBPRINT OF SIGNER — Top of thumb here	RIGHT THUMBPRINT OF SIGNER — Top of thumb here

© 2010 National Notary Association • NationalNotary.org • 1-800-US NOTARY (1-800-876-6827)

Item #5907

Attachment: A. EP 203-650 Claim_Hoffman (2516 : EP 203-650)

SPL INC.

Government Code 27361.7

I certify under penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

Name of Notary : Dana L. Bikowski

Notary Identification Number : 1933113

County Where Bond is Filed : Los Angeles

Date Commission Exp : 4/18/2015

DATE: 6 / 3 / 11

SPL, Inc. as agent

Signature

State of California)
County of _____)
On _____ before me, _____ personally appeared, _____
who proved to me the basis of satisfactory evidence) to be the person (s) whose name (s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her their authorized capacity (ies), and that by his/her/their signature (s) on the instrument the person (s), or the entity upon behalf of which the person (s) acted, executed the instrument.
I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.
Signature

I CERTIFY UNDER PENALTY OF PERJURY THAT THIS MATERIAL IS A TRUE COPY OF THE ORIGINAL MATERIAL CONTAINED IN THE DOCUMENT:

SPL, Inc. as agent

DATE: ____ / ____ / ____

Signature

Revised 3/6/08 R t
DR 014 2 Penalties in f with 2008 ack R f doc

Attachment: A. EP 203-650 Claim_Hoffman (2516 : EP 203-650)

COPY

NOTE

Loan Number: 6029

MARCH 4, 2008 [Date] LA MIRADA [City] CALIFORNIA [State]

SUNSET VIEW CIRCLE, MURRIETA, CALIFORNIA 92562 [Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. $ 75,000.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is MELVIN M. HOFFMAN

I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 12.000 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the 1st day of each month beginning on MAY 1, 2008. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on APRIL 1, 2011, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at 2400 W MAGNOLIA BLVD., BURBANK, CALIFORNIA 91506

or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. $ 750.00

4. BORROWER'S RIGHT TO PREPAY ** See attached Prepayment Note Addendum.

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit;

Attachment: A. EP 203-650 Claim_Hoffman (2516 : EP 203-650)

and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 10 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 10.000 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep

Attachment: A. EP 203-650 Claim_Hoffman (2516 : EP 203-650)

the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

FAY A WHITAKER (Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

[Sign Original Only]

Attachment: A. EP 203-650 Claim_Hoffman (2516 : EP 203-650)

PREPAYMENT ADDENDUM TO NOTE

Loan Number: 6029

Date: MARCH 4, 2008

Borrower(s): FAY A. WHITAKER

THIS PREPAYMENT ADDENDUM TO NOTE (the "Addendum") is made this 4th day of MARCH, 2008, and is incorporated into and shall be deemed to amend and supplement that certain promissory note (the "Note") made by the undersigned ("Borrower") in favor of MELVIN M. HOFFMAN

("Lender") and dated the same date as this Addendum. Repayment of the Note is secured by a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") given by Borrower in favor of Lender and dated the same date as this Addendum. To the extent that the provisions of this Addendum are inconsistent with the provisions of the Note, the provisions of this Addendum shall supersede the inconsistent provisions of the Note.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Note, Borrower and Lender further covenant and agree as follows:

Section 4 of the Note is amended to read in its entirety as follows:

4 . BORROWER'S RIGHT TO PREPAY; PREPAYMENT CHARGE

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under the Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due dates of my monthly payment unless the Note Holder agrees in writing to those changes.

If within SIX (6) months from the date of execution of the Security Instrument, I make a full or partial Prepayment, I will pay a Prepayment charge in an amount equal to six (6) months advanced interest on the principal amount of the loan that is prepaid.

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Addendum.

Borrower FAY A. WHITAKER 3/3/04 Date

Borrower Date

Borrower Date

Borrower Date

Borrower Date

Borrower Date

Borrower Date

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Branch :I03 User :JAVI

NATIONS TITLE CO.

COPY

DOC # 2008-0115705
03/10/2008 08:00A Fee:114.00
Page 1 of 18
Recorded in Official Records
County of Riverside
Larry U. Ward
Assessor, County Clerk & Recorder

Recording Requested By:
MELVIN M. HOFFMAN

And After Recording Return To:
MELVIN M. HOFFMAN
2400 W MAGNOLIA BLVD.
BURBANK, CALIFORNIA 91506
Loan Number: 6029

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DEED OF TRUST

114 T 010

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated MARCH 4, 2008, together with all Riders to this document.
(B) "Borrower" is FAY A. WHITAKER, A MARRIED WOMAN AS HER SOLE AND SEPARATE PROPERTY

Borrower is the trustor under this Security Instrument.
(C) "Lender" is MELVIN M. HOFFMAN

Lender is a organized
and existing under the laws of
Lender's address is 2400 W MAGNOLIA BLVD., BURBANK, CALIFORNIA 91506

Lender is the beneficiary under this Security Instrument.
(D) "Trustee" is ALL COUNTIES TRUST DEED
2400 W MAGNOLIA BLVD., BURBANK, CALIFORNIA

(E) "Note" means the promissory note signed by Borrower and dated MARCH 4, 2008
The Note states that Borrower owes Lender SEVENTY-FIVE THOUSAND AND 00/100
Dollars (U.S. $ 75,000.00)
plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than APRIL 1, 2011
(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

932-330-063 ?

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(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

☐ Adjustable Rate Rider	☐ Planned Unit Development Rider
☐ Balloon Rider	☐ Biweekly Payment Rider
☐ 1-4 Family Rider	☐ Second Home Rider
☐ Condominium Rider	☒ Other(s) [specify] PREPAYMENT RIDER

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.
(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
(L) "Escrow Items" means those items that are described in Section 3.
(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.
(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.
(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.
(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.
(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the

COUNTY of RIVERSIDE :
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A".
A.P.N.: 932330063

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which currently has the address of SUNSET VIEW CIRCLE
(Street)
MURRIETA (City), California 92562 (Zip Code) ("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

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2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA,

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Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. **Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Note up to the amount of the outstanding loan balance. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee

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and/or as an additional loss payee and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Note up to the amount of the outstanding loan balance.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal

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proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying

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the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or

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rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender.

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If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter

the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all

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expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Trustee shall cause this notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall mail copies of the notice as prescribed by Applicable Law to Borrower and to the other persons prescribed by Applicable Law. Trustee shall give public notice of sale to the persons and in the manner prescribed by Applicable Law. After the time required by Applicable Law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

23. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Lender may charge such person or persons a reasonable fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law. If the fee charged does not exceed the fee set by Applicable Law, the fee is conclusively presumed to be reasonable.

24. Substitute Trustee. Lender, at its option, may from time to time appoint a successor trustee to any Trustee appointed hereunder by an instrument executed and acknowledged by Lender and recorded in the office of the Recorder of the county in which the Property is located. The instrument shall contain the name of the original Lender, Trustee and Borrower, the book and page where this Security Instrument is recorded and the name and address of the successor trustee. Without conveyance of the Property, the successor trustee shall succeed to all the title, powers and duties conferred upon the Trustee herein and by Applicable Law. This procedure for substitution of trustee shall govern to the exclusion of all other provisions for substitution.

25. Statement of Obligation Fee. Lender may collect a fee not to exceed the maximum amount permitted by Applicable Law for furnishing the statement of obligation as provided by Section 2943 of the Civil Code of California.

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The undersigned Borrower requests that a copy of any Notice of Default and any Notice of Sale under this Security Instrument be mailed to the Borrower at the address set forth above. A copy of any Notice of Default and any Notice of Sale will be sent only to the address contained in this recorded request. If the Borrower's address changes, a new request must be recorded.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

FAY A. WHITAKER (Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

Witness:

Witness:

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(Space Below This Line For Acknowledgment)

State of California)
) ss.
County of RIVERSIDE)

On March 3,2008 before me Susan Najm, Notary Public

personally appeared FAY A. WHITAKER

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SUSAN NAJM
COMM. #1720113
NOTARY PUBLIC-CALIFORNIA
ORANGE COUNTY
My Comm. Expires April 20, 2011

NOTARY SIGNATURE

(Typed Name of Notary)

NOTARY SEAL

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Branch :I03 User :JAVI

Loan Number: 6029

Date: MARCH 4, 2008

Property Address: SUNSET VIEW CIRCLE, MURRIETA, CALIFORNIA 92562

EXHIBIT "A"

LEGAL DESCRIPTION

A.P.N. # : 932330063

DocMagic eForms 800-649-1362 www.docmagic.com

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Exhibit "A"

Parcel 1 of Parcel Map 27021, as shown by Map on file in Book 188, Pages 10 and 11, of Parcel Maps, o/Records of Riverside County, California.

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PREPAYMENT RIDER

Loan Number: 6029

Date: MARCH 4, 2008

Borrower(s): FAY A. WHITAKER

THIS PREPAYMENT RIDER (the "Rider") is made this 4th day of MARCH, 2008, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure repayment of Borrower's promissory note (the "Note") in favor of MELVIN M. HOFFMAN

("Lender"). The Security Instrument encumbers the Property more specifically described in the Security Instrument and located at

SUNSET VIEW CIRCLE, MURRIETA, CALIFORNIA 92562
(Property Address)

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. PREPAYMENT CHARGE

The Note provides for the payment of a prepayment charge as follows:

4 . BORROWER'S RIGHT TO PREPAY; PREPAYMENT CHARGE

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under the Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due dates of my monthly payment unless the Note Holder agrees in writing to those changes.

If within SIX (6) months from the date of execution of the Security Instrument, I make a full or partial Prepayment, I will pay a Prepayment charge in an amount equal to six (6) months advanced interest on the principal amount of the loan that is prepaid.

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Rider.

FAY A. WHITAKER (Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

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

SUBMITTAL DATE:
September 27, 2016

FROM : TREASURER-TAX COLLECTOR:

SUBJECT: Recommendation for Distribution of Excess Proceeds for Tax Sale No. 204, Item 26. Last assessed to: Fernando C. Formeloza and Elizabeth F. Formeloza, husband and wife, as joint tenants w/ROS. District 4 [$414]. Fund 65595 Excess Proceeds from Tax Sale.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the claim from BH Financial Services, LLC for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 010635894-6;
2. Authorize and direct the Auditor-Controller to issue a warrant to BH Financial Services, LLC in the amount of $414.63, no sooner than ninety days from the date of this order, unless an appeal has been filed in Superior Court, pursuant to the California Revenue and Taxation Code Section 4675.
3. Authorize and direct the Treasurer-Tax Collector to transfer the unclaimed excess proceeds in the amount of $414.63 to the county general fund pursuant to Revenue and Taxation Code Section 4674.

Policy

Don Kent
Don Kent, Treasurer-Tax Collector 10/14/2016

BACKGROUND:

Summary

In accordance with Section 3691 et seq. of the California Revenue and Taxation Code, and with prior approval of the Board of Supervisors, The Tax Collector conducted the June 1, 2015 public auction sale. The deed conveying title to the purchasers at the auction was recorded June 23, 2015. Further, as required by Section 4676 of the California Revenue and Taxation Code, notice of the right to claim excess proceeds was given on August 18, 2015, to parties of interest as defined in Section 4675 of said code. Parties of interest have been determined by an examination of lot book reports as well as Assessor's and Recorder's records, and various research methods were used to obtain current mailing addresses for these parties of interest.

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	$ 414	$ 0	$ 414	$ 0
NET COUNTY COST	$ 0	$ 0	$ 0	$ 0

SOURCE OF FUNDS: **Fund 65595 Excess Proceeds from Tax Sale**

Budget Adjustment: No

For Fiscal Year: 16/17

C.E.O. RECOMMENDATION: APPROVE

BACKGROUND:

Summary (continued)

Revenue and Taxation Code 4676 (b) states that the county shall make reasonable effort to obtain the name and last known mailing address of the parties of interest. Then, if the address of the party of interest cannot be obtained, the county shall publish notice of the right to claim excess proceeds in a newspaper of general circulation in the county as per Revenue and Taxation Code 4676 (c). The Treasurer-Tax Collector's Office has made it a policy to take the following actions to locate the rightful party of the excess proceeds.

- Examined title reports to notify all parties of interest attached to the parcel.
- Researched all last assessee's through the County's Property Tax System for any additional addresses.
- Used Accurint (people finder) to notify any new addresses that may be listed for our last assessees.
- Advertised in newspapers for three consecutive weeks in the Desert Sun, Palo Verde Valley Times and the Press Enterprise referring any parties of interest to file a claim for the excess proceeds.
- Sent out a certified mailing within 90 days as required by Revenue and Taxation Code 4675.

According to Revenue and Taxation Code 4675 (a) Any party of interest in the property may file with the county a claim for the excess proceeds, in proportion to his or her interest held with others of equal priority in the property at the time of the sale, at any time prior to the expiration of the one year following the recordation of the Tax Collector's deed to the Purchaser, which was recorded on June 23, 2015.

The Treasurer-Tax Collector has received one claim for excess proceeds:

1. Claim from BH Financial Services, LLC based on an Abstract of Judgment recorded January 20, 2010 as Instrument No. 2010-0022489.

Pursuant to Section 4675 of the California Revenue and Taxation Code, it is the recommendation of this office that BH Financial Services, LLC be awarded excess proceeds in the amount of $414.63. Since there are no other claimants for Elizabeth F. Formeloza's portion

of the excess proceeds, the unclaimed excess proceeds in the amount of $414.63 will be transferred to the county general fund. Supporting documentation has been provided. The Tax Collector requests approval of the above recommended motion. Notice of this recommendation was sent to the claimant by certified mail.

Impact on Residents and Businesses

Excess proceeds are being released to a lien holder and transferred to the county general fund.

ATTACHMENTS (if any, in this order):

ATTACHMENT A. Claim_BHFinancial

.

CLAIM FOR EXCESS PROCEEDS FROM THE SALE OF TAX-DEFAULTED PROPERTY
(SEE REVERSE SIDE FOR FURTHER INSTRUCTIONS)

RECEIVED
2015 AUG 27 PM 4:10
RIVERSIDE COUNTY
TREAS-TAX COLLECTOR

To: **Don Kent, Treasurer-Tax Collector**

Re: **Claim for Excess Proceeds**

TC 204 Item 26 Assessment No.: 010635894-6

Assessee: FORMELOZA, FERNANDO C & ELIZABETH F

Situs:

Date Sold: June 1, 2015

Date Deed to Purchaser Recorded: June 23, 2015

Final Date to Submit Claim: June 23, 2016

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of $ 69,925.76 from the sale of the above mentioned real property. I/We were the ☒ lienholder(s), ☐ property owner(s) **[check in one box]** at the time of the sale of the property as is evidenced by Riverside County Recorder's Document No. 2010-0023487 recorded on 1/20/2010. A copy of this document is attached hereto. I/We are the rightful claimants by virtue of the attached assignment of interest. I/We have listed below and attached hereto each item of documentation supporting the claim submitted.

NOTE: YOUR CLAIM WILL NOT BE CONSIDERED UNLESS THE DOCUMENTATION IS ATTACHED.

1) Recorded Abstract of Judgment
2) Itemized Accounting
3) California Secretary of State Business Entity Portal

If the property is held in Joint Tenancy, the taxsale process has severed this Joint Tenancy, and all Joint Tenants will have to sign the claim unless the claimant submits proof that he or she is entitled to the full amount of the claim, the claimant may only receive his or her respective portion of the claim.

I/We affirm under penalty of perjury that the foregoing is true and correct.

Executed this 24 day of August, 2015 at Los Angeles, California
County, State

Signature of Claimant	Signature of Claimant
Steven Goldstein - Managing Member BH Financial Services, LLC	Print Name
Print Name	
2361 Santa Monica Blvd. #552	Street Address
Street Address	
Los Angeles, CA 90069	City, State, Zip
City, State, Zip	
310-259-1870	Phone Number
Phone Number	

SCO 8-21 (1-99)

Attachment: A. EP 204-26 BHFinancial (2505 : EP 204-26)

County Administrative Center- 4th Floor
4080 Lemon Street, P.O. Box 12005
Riverside, CA 92502-2205
(951) 955-3900
(951) 955-3990 - Fax

E-mail: ttc@co.riverside.ca.us
www.countytreasurer.org

COUNTY OF RIVERSIDE
TREASURER-TAX COLLECTOR

Palm Desert Office
38-686 El Cerrito Road
Palm Desert, CA 92211

Temecula Office
40935 County Center Drive, Suite C
Temecula, CA 92591

August 18, 2015

FERNANDO C. FORMELOZA AND ELIZABETH F. FORMELOZA
28603 MT. PALOMAR PLACE
RANCHO PALOS VERDE, CA 90275

Re: EXCESS PROCEEDS FROM SALE OF TAX DEFAULTED PROPERTY

Assessment No.: 010635894-6 Item: 26
Situs Address:
Assessee: Formeloza, Fernando C & Elizabeth F
Date Sold: June 1, 2015
Date Deed to Purchaser Recorded: June 23, 2015
Final Date to Submit Claim: June 23, 2016

Dear Sir or Madame:

The property referenced above was declared subject to the Tax Collector's power of sale for non-payment of taxes and later sold. Parties of Interest, as defined in Section 4675 of the California Revenue and Taxation Code (e.g., the last assessee and any lienholders of record), have a right to file a claim for any excess proceeds that remain after the tax liens and the costs of the sale have been satisfied. Our records show that you may be a party of interest, and we are enclosing for your convenience a claim form and a return envelope. Please note that your claim must be filed within one year of the date the deed to the purchaser was recorded (shown above). By law, we cannot accept claims after one year from this recording date. Claims submitted will be evaluated by our legal counsel and awarded in accordance with state law. The submission of a claim merely initiates that review.

The enclosed form is relatively simple and we must stress that most applicants will be able to fill it out without help. However, if you need help, please feel free to contact our office by mail, telephone or in person and we will help you without charge. You may telephone us at (951) 955-3336.

If you prefer to have an agent file your claim for you, or if you should decide to sell your claim (often referred to as "assignment") so that the purchaser of the claim may receive the funds, please advise us and we will send the proper form.

Please note also that the statutory procedures and the County's internal procedures dictate that most claims will not be processed until at least twenty (20) months following the date of recordation of the tax deed.

Sincerely,

DON KENT
TREASURER-TAX COLLECTOR

By Jennifer Pazini
Deputy

117-170(Rev. 5-03)

Attachment: A. EP 204-26 BHFinancial (2505 : EP 204-26)

RECORDING REQUESTED BY AND MAIL TO:
(Name and mailing address, including city, state, and ZIP code, of requesting party)

KENNETH J. MIELE, BAR #165730
LAW OFFICES OF KENOSIAN & MIELE, LLP
8581 SANTA MONICA BLVD., #17
LOS ANGELES, CA 90069

DOC # 2010-0022489
01/20/2010 08:00A Fee:21.00
Page 1 of 3
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder

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C
518

DOCUMENT TITLE

☒ ABSTRACT OF JUDGMENT
☐ ACKNOWLEDGMENT OF SATISFACTION OF JUDGMENT
☐ OTHER *(specify)*: _____

59495 -TX
BH FINANCIAL SERVICES, LLC Vs. FORMELOZA

RECORDER'S COVER SHEET

Attachment: A. EP 204-26 BHFinancial (2505 : EP 204-26)

EJ-001

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, ..., State Bar number, and telephone number):
Recording requested by and return to:

LAW OFFICES OF KENOSIAN & MIELE, LLP
KENNETH J. MIELE, BAR #165730
8581 SANTA MONICA BLVD., #17
LOS ANGELES, CA 90069
PH: 310-289-0500 FX: 310-289-5177

[X] ATTORNEY FOR [X] JUDGMENT CREDITOR [ ] ASSIGNEE OF RECORD

SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE
STREET ADDRESS: 46200 OASIS STREET
MAILING ADDRESS: 46200 OASIS STREET
CITY AND ZIP CODE: INDIO, CA 92201
BRANCH NAME: INDIO LIMITED CIVIL

FOR RECORDER'S USE ONLY

PLAINTIFF: BH FINANCIAL SERVICES, LLC , A LIMITED LIABILITY COMPANY
DEFENDANT: FERNANDO FORMELOZA aka FERNANDO C. FORMELOZA

CASE NUMBER: INC089005

ABSTRACT OF JUDGMENT—CIVIL AND SMALL CLAIMS

[ ] Amended

FOR COURT USE ONLY

1. The [X] judgment creditor [ ] assignee of record applies for an abstract of judgment and represents the following:
   a. Judgment debtor's
   Name and last known address
   FERNANDO FORMELOZA aka FERNANDO C. FORMELOZA
   3637 VISTA VERDE
   PALM SPRINGS , CA 92262-1233
   b. Driver's license no. [last 4 digits] and state: [X] Unknown
   c. Social security no. [last 4 digits]: [ ] Unknown
   d. Summons or notice of entry of sister-state judgment was personally served or mailed to *(name and address)*: FERNANDO FORMELOZA aka FERNANDO C. FORMELOZA 3637 VISTA VERDE PALM SPRINGS CA 92262

2. [ ] Information on additional judgment debtors is shown on page 2.
3. Judgment creditor *(name and address)*:
BH FINANCIAL SERVICES, LLC A LIMITED LIABILITY COMPANY
8581 Santa Monica Blvd., #17 Los Angeles, CA 90069
Date: 12-30-09
KENNETH J. MIELE, ATTORNEY FOR BH FINANCIAL SERVICES, LLC
(TYPE OR PRINT NAME)
(SIGNATURE OF APPLICANT OR ATTORNEY)
4. [ ] Information on additional judgment creditors is shown on page 2.
5. [ ] Original abstract recorded in this county:
   a. Date:
   b. Instrument No.:
6. Total amount of judgment as entered or last renewed:
$ 45109.28
7. All judgment creditors and debtors are listed on this abstract.
8. a. Judgment entered on *(date)*: 12-13-09
   b. Renewal entered on *(date)*:
9. [ ] This ... an installment judgment.
10. [ ] An [ ] execution lien [ ] attachment lien is endorsed on the judgment as follows:
    a. Amount: $
    b. In favor of *(name and address)*:
11. A stay of enforcement has
    a. [X] not been ordered by the court.
    b. [ ] been ordered by the court effective until *(date)*:
12. a. [X] I certify that this is a true and correct abstract of the judgment entered in this action.
    b. [ ] A certified copy of the judgment is attached.

[SEAL]

This abstract issued on *(date)*: JAN 14 2010

Clerk, by _____, Deputy

Form Adopted for Mandatory Use
Judicial Council of California
EJ-001 [Rev. January 1, 2006]

ABSTRACT OF JUDGMENT—CIVIL AND SMALL CLAIMS

Page 1 of 2

674, 700.190

2010-0022469
01/28/2010 08:00A
2 of 3

Attachment: A. EP 204-26 BHFinancial (2505 : EP 204-26)

PLAINTIFF: BH FINANCIAL SERVICES, LLC A LIMITED LIABILITY COMPANY DEFENDANT: FERNANDO FORMELOZA aka FERNANDO C. FORMELOZA	CASE NUMBER: INC089005

NAMES AND ADDRESSES OF ADDITIONAL JUDGMENT CREDITORS: 13. Judgment creditor *(name and address):*

14. Judgment creditor *(name and address):*

15. ☐ Continued on Attachment 15.

INFORMATION ON ADDITIONAL JUDGMENT DEBTORS:

16. Name and last known address

Driver's license no. [last 4 digits] and state: ☐ Unknown

Social security no. [last 4 digits]: ☐ Unknown

Summons was personally served at or mailed to *(address):*

17. Name and last known address

Driver's license no. [last 4 digits] and state: ☐ Unknown

Social security no. [last 4 digits]: ☐ Unknown

Summons was personally served at or mailed to *(address):*

18. Name and last known address

Driver's license no. [last 4 digits] and state: ☐ Unknown

Social security no. [last 4 digits]: ☐ Unknown

Summons was personally served at or mailed to *(address):*

19. Name and last known address

Driver's license no. [last 4 digits] and state: ☐ Unknown

Social security no. [last 4 digits]: ☐ Unknown

Summons was personally served at or mailed to *(address):*

20. ☐ Continued on Attachment 20.

2010-0022489
01/29/2010 08:00A
3 of 3

Attachment: A. EP 204-26 BHFinancial (2505 : EP 204-26)

ITEMIZED ACCOUNTING

RE:	Disbursement of Surplus Funds
ASSESSEE:	FORMELOZA, FERNANDO C & ELIZABETH F
ASSESSMENT NO.:	010635894-6
CLAIMANT:	BH FINANCIAL SERVICES, LLC

I, Steven Goldstein, managing member of BH Financial Services, LLC make the following claim for surplus funds:

ITIMIZED ACCOUNTING:

Judgment Amount:	**$ 45,109.28**
Interest:	**$ 24,667.98 (from 12/13/2009 to 06/01/2015 at the rate of 10%)**
Costs:	**$ 148.50**
TOTAL:	$ 69,925.76

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed at Los Angeles CA on August 24, 2015.

Steven Goldstein- Managing Member

BH FINANCIAL SERVICES, LLC

Attachment: A. EP 204-26 BHFinancial (2505 : EP 204-26)

Business Entity Detail

Data is updated to the California Business Search on Wednesday and Saturday mornings. Results reflect work processed through Friday, September 23, 2016. Please refer to Processing Times for the received dates of filings currently being processed. The data provided is not a complete or certified record of an entity.

Entity Name:	BH FINANCIAL SERVICES LLC
Entity Number:	200523110102
Date Filed:	08/17/2005
Status:	ACTIVE
Jurisdiction:	CALIFORNIA
Entity Address:	8581 SANTA MONICA BLVD #552
Entity City, State, Zip:	LOS ANGELES CA 90069
Agent for Service of Process:	STEVEN GOLDSTEIN
Agent Address:	8581 SANTA MONICA BLVD #552
Agent City, State, Zip:	LOS ANGELES CA 90069

- Indicates the information is not contained in the California Secretary of State's database.

* **Note:** If the agent for service of process is a corporation, the address of the agent may be requested by ordering a status report.

- For information on checking or reserving a name, refer to Name Availability.
- For information on ordering certificates, copies of documents and/or status reports or to request a more extensive search, refer to Information Requests.
- For help with searching an entity name, refer to Search Tips.
- For descriptions of the various fields and status types, refer to Field Descriptions and Status Definitions.

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Attachment: A. EP 204-26 BHFinancial (2505 : EP 204-26)

Pazicni, Jennifer

From: Arash A. Khakshooy <arash@kenosianmiele.com>
Sent: Monday, September 26, 2016 11:21 AM
To: Pazicni, Jennifer
Subject: FERNANDO FORMELOZA- EXCESS PROCEEDS

Hi Jennifer:

It was a pleasure speaking with you this morning regarding my client's excess proceeds claim. Per your request, the amount demanded is $69,925.76. Please feel free to contact me with any additional questions.

Best Regards,

Arash A. Khakshooy Esq.
KENOSIAN & MIELE, LLP
ATTORNEYS AT LAW
8581 Santa Monica Blvd. #17
Los Angeles, California 90069
Tel: 310-289-0500 Ext. 317
Fax: 310-289-5177
Email: arash@kenosianmiele.com

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Attachment: A. EP 204-26 BHFinancial (2505 : EP 204-26)

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

Item
A.1

SUBMITTAL DATE:
October 26, 2016

FROM : COUNTY COUNSEL:

SUBJECT: A.1 Calvary Chapel Bible Fellowship v. County of Riverside (Case No. RIC1601720)

RECOMMENDED MOTION: That the Board of Supervisors:

BACKGROUND:

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

Item
A.2

SUBMITTAL DATE:
October 26, 2016

FROM : COUNTY COUNSEL:

SUBJECT: A.2 Calvary Chapel Bible Fellowship v. County of Riverside (Case No. 5:16-cv-00259)

RECOMMENDED MOTION: That the Board of Supervisors:

BACKGROUND:

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

Item **A.3**

SUBMITTAL DATE:
October 26, 2016

FROM : COUNTY COUNSEL:

SUBJECT: A.3 Quinton Gray, et al. v. County of Riverside (USDC Case No. EDCV 13-0444 VAP (OPx))

RECOMMENDED MOTION: That the Board of Supervisors:

BACKGROUND:

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

Item **B.1**

SUBMITTAL DATE:
October 26, 2016

FROM : COUNTY COUNSEL:

SUBJECT: B.1 One potential case

RECOMMENDED MOTION: That the Board of Supervisors:

BACKGROUND:

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

Item
C.1

SUBMITTAL DATE:
October 26, 2016

FROM : COUNTY COUNSEL:

SUBJECT: C.1 One potential case

RECOMMENDED MOTION:

BACKGROUND:

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

Item
D.1

SUBMITTAL DATE:
October 26, 2016

FROM : COUNTY COUNSEL:

SUBJECT: D.1 Conference with labor negotiator: Agency Negotiator – Michael T. Stock Employee organizations – Management/Confidential, Unrepresented, RCDDAA, RSA, SEIU, LIUNA, UDW and LEMU

RECOMMENDED MOTION:

BACKGROUND: