

CITY OF WILDOMAR CITY COUNCIL  
AND WILDOMAR CEMETERY DISTRICT AGENDA

5:30 P.M. – CLOSED SESSION SPECIAL MEETING  
6:30 P.M. – REGULAR MEETING

APRIL 11, 2012  
Council Chambers  
23873 Clinton Keith Road



Ben Benoit, Mayor/Chairman  
Timothy Walker, Mayor Pro Tem/Vice-Chairman  
Bob Cashman, Council Member/Trustee  
Bridgette Moore, Council Member/Trustee  
Marsha Swanson, Council Member/Trustee

Frank Oviedo  
City Manager/General Manager

Thomas D. Jex  
City Attorney/District Attorney

## **WILDOMAR CITY COUNCIL AND WILDOMAR CEMETERY DISTRICT REGULAR MEETING AGENDA APRIL 11, 2012**

**ORDER OF BUSINESS:** Public sessions of all regular meetings of the City Council begin at 6:30 P.M. Closed Sessions begin at 5:30 p.m. or such other time as noted.

**REPORTS:** All agenda items and reports are available for review at: Wildomar City Hall, 23873 Clinton Keith Road; Mission Trail Library, 34303 Mission Trail Blvd.; and on the City's website, [www.cityofwildomar.org](http://www.cityofwildomar.org). Any writings or documents provided to a majority of the City Council regarding any item on this agenda (other than writings legally exempt from public disclosure) will be made available for public inspection at City Hall during regular business hours.

**PUBLIC COMMENTS:** Prior to the business portion of the agenda, the City Council will receive public comments regarding any items or matters within the jurisdiction of the governing body. The Mayor will separately call for testimony at the time of each public hearing. If you wish to speak, please complete a "Public Comment Card" available at the Chamber door. The completed form is to be submitted to the City Clerk prior to an individual being heard. Lengthy testimony should be presented to the Council in writing (15 copies) and only pertinent points presented orally. The time limit established for public comments is three minutes per speaker.

**ADDITIONS/DELETIONS:** Items of business may be added to the agenda upon a motion adopted by a minimum 2/3 vote finding that there is a need to take immediate action and that the need for action came to the attention of the City subsequent to the agenda being posted. Items may be deleted from the agenda upon request of staff or upon action of the Council.

**CONSENT CALENDAR:** Consent Calendar items will be acted on by one roll call vote unless Council members, staff, or the public request the item be discussed and/or removed from the Consent Calendar for separate action.

**PLEASE TURN ALL PHONES & OTHER DEVICES TO VIBRATE/MUTE/OFF FOR THE DURATION OF THE MEETING. YOUR COOPERATION IS APPRECIATED.**

**CALL TO ORDER – CLOSED SESSION 5:30 P.M.**

**ROLL CALL**

**PUBLIC COMMENTS**

**CLOSED SESSION**

1. The City Council will meet in closed session pursuant to the provisions of Government Code Section 54956.9 (c) to confer with legal counsel with regard to one (1) matter of potential initiation of litigation.
2. The City Council will meet in closed session pursuant to the provisions of Government code section 54956.9 (b) to confer with legal counsel with regard to one (1) matter of significant exposure to litigation.
3. The City Council will meet in closed session pursuant to the provisions of Government Code Section 54956.9 (a) to confer with legal counsel with regard to the following matter of pending litigation: City of Wildomar v. Wildomar Patients Compassionate Group, Inc., Riverside County Superior Court Case No. RIC10022903 and RIC10022476.

**RECONVENE INTO OPEN SESSION**

**ANNOUNCEMENTS**

**ADJOURN CLOSED SESSION**

## **CALL TO ORDER – REGULAR SESSION - 6:30 P.M.**

### **ROLL CALL**

### **FLAG SALUTE**

### **PRESENTATIONS**

Certificate of Appreciation  
2011 Wildomar Queens

Certificate of Congratulations  
Elsinore High School Academic Decathlon Team

Certificate of Achievement  
Wildomar Elementary School

Proclamation - Child Abuse Prevention

Fire Department Monthly Update

Code Enforcement Quarterly Report

Chamber of Commerce Update

### **PUBLIC COMMENTS**

This is the time when the City Council receives general public comments regarding any items or matters within the jurisdiction of the City Council that do not appear on the agenda. Each speaker is asked to fill out a "Public Comments Card" available at the Chamber door and submit the card to the City Clerk. Lengthy testimony should be presented to the Council in writing (15 copies) and only pertinent points presented orally. The time limit established for public comments is three minutes per speaker. Prior to taking action on any open session agenda item, the public will be permitted to comment at the time it is considered by the City Council.

## **APPROVAL OF THE AGENDA AS PRESENTED**

The City Council to approve the agenda as it is herein presented, or, if it the desire of the City Council, the agenda can be reordered at this time.

### **1.0 CONSENT CALENDAR**

All matters listed under the Consent Calendar are considered routine and will be enacted by one roll call vote. There will be no separate discussion of these items unless members of the Council, the Public, or Staff request that specific items are removed from the Consent Calendar for separate discussion and/or action.

#### **1.1 Reading of Ordinances**

**RECOMMENDATION:** Approve the reading by title only of all ordinances.

#### **1.2 Minutes – March 14, 2012 Regular Meeting**

**RECOMMENDATION:** Staff recommends that the City Council approve the Minutes as presented.

#### **1.3 Minutes – March 22, 2012 Special Meeting**

**RECOMMENDATION:** Staff recommends that the City Council approve the Minutes as presented.

#### **1.4 Warrant and Payroll Registers**

**RECOMMENDATION:** Staff recommends that the City Council approve the following:

1. Warrant Register dated 03-01-12 in the amount of \$82,073.37;
2. Warrant Register dated 03-08-12 in the amount of \$144,574.74;
3. Warrant Register dated 03-15-12 in the amount of \$53,790.33;
4. Warrant Register dated 03-22-12 in the amount of \$68,853.56;
5. Warrant Register dated 03-29-12 in the amount of \$48,218.41; and
6. Payroll Register dated 03-29-12 in the amount of \$68,825.11.

#### **1.5 Treasurer's Report**

**RECOMMENDATION:** Staff recommends that the City Council approve the Treasurer's Report for February, 2012.

- 1.6 **Auditing Services Contract – Lance, Soll, and Lunghard, LLP**  
**RECOMMENDATION:** Staff recommends that the City Council approve a two year contract with external auditors Lance, Soll, and Lunghard, LLP to provide for audit services and preparation of required reports for fiscal years 2011/12 and 2012/13.

- 1.7 **Memorandum of Understanding (MOU) with Riverside County for one Mass Care Shelter Trailer**  
**RECOMMENDATION:** Staff recommends that the City Council approve entering into a MOU with Riverside County for one additional fully stocked Mass Care and Shelter Trailer.

## **2.0 PUBLIC HEARINGS**

- 2.1 **User Fees Review (Continued from 02-08-12)**  
**RECOMMENDATION:** Staff recommends that the City Council continue this item to the June 13, 2012 regular meeting.

- 2.2 **Zoning Ordinance Amendment No. 11-03 - City Initiated Zoning Ordinance Amendment to Allow Nano and Micro-Craft Manufacturing Brewers as a Permitted Use (Continued from 03-14-12)**  
**RECOMMENDATION:** Staff recommends that the City Council table the item indefinitely.

## **3.0 GENERAL BUSINESS**

- 3.1 **Clinton Keith Interchange Construction Project Update**  
**RECOMMENDATION:** Staff recommends that the City Council receive and file the report.

- 3.2 **Tracking Automated and Graffiti Reporting System (TAGRS)**  
**RECOMMENDATION:** Staff recommends that the City Council approve the use of the TAGRS system for staff to track graffiti incidents

- 3.3 **Public Facility Naming Criteria**  
**RECOMMENDATION:** Staff recommends the City Council adopt a Resolution entitled:

RESOLUTION NO. 2012 - \_\_\_\_\_  
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,  
CALIFORNIA, APPROVING A NAMING POLICY FOR PUBLIC PARKS,  
FACILITIES AND TRAILS

- 3.4 Marna O'Brien Park Operations Draft Joint Use Agreement**  
**RECOMMENDATION:** Staff recommends that the City Council discuss and provide direction to Staff regarding Marna O'Brien Park draft Joint Use Agreement with Friends for Wildomar Parks..
- 3.5 Windsong Park Options**  
**RECOMMENDATION:** Staff recommends that the City Council discuss and provide direction to Staff regarding possible options for funding Park operations at Windsong Park.
- 3.6 Appeal Fee Survey Report**  
**RECOMMENDATION:** Staff recommends that the City Council receive and file the appeal fee survey report/information and provide appropriate direction to staff.
- 3.7 Request for Proposal for Maintenance Services Contract**  
**RECOMMENDATION:** Staff recommends that the City Council authorize advertising the Request for Proposals (RFP) for Public Works Maintenance Services.
- 3.8 Survey Contract for Sidewalks to Schools Improvement Project – Phase 2**  
**RECOMMENDATION:** Staff recommends that the City Council authorize the City Manager to execute a contract with Ludwig Engineering Associates, Inc. (Ludwig) in the amount of \$18,856 for survey services for the Sidewalks to Schools Improvement Project – Phase 2.
- 3.9 Elsinore Valley Municipal Water District (EVMWD) Subcommittee Representative**  
**RECOMMENDATION:** Staff recommends that the City Council consider appointing a replacement representative to the Elsinore Valley Municipal Water District (EVMWD) Subcommittee.
- 3.10 City Attorney Budget Ad Hoc Subcommittee**  
**RECOMMENDATION:** Staff recommends that the City Council form a City Attorney Budget Ad Hoc Subcommittee to work with staff in determining the most cost effective billing method for legal services.

## **CITY MANAGER REPORT**

## **CITY ATTORNEY REPORT**

**COUNCIL COMMUNICATIONS**

**FUTURE AGENDA ITEMS**

**ADJOURN THE CITY COUNCIL**

In accordance with Government Code Section 54952.3 and Resolution No. WCD2011 - 04 of the Wildomar Cemetery District, I, Debbie A. Lee, City Clerk of the City of Wildomar, do hereby declare that the Board of Trustees will receive no compensation or stipend for the convening of the following regular meeting of the Wildomar Cemetery District.

## **CALL TO ORDER THE WILDOMAR CEMETERY DISTRICT**

### **ROLL CALL**

### **PUBLIC COMMENTS**

This is the time when the Board of Trustees receives general public comments regarding any items or matters within the jurisdiction of the Wildomar Cemetery District that do not appear on the agenda. Each speaker is asked to fill out a "Public Comments Card" available at the Chamber door and submit the card to the Clerk of the Board. Lengthy testimony should be presented to the Board in writing (15 copies) and only pertinent points presented orally. The time limit established for public comments is three minutes per speaker. Prior to taking action on any open session agenda item, the public will be permitted to comment at the time it is considered by the Board.

### **APPROVAL OF THE AGENDA AS PRESENTED**

The Board of Trustees to approve the agenda as it is herein presented, or if it the desire of the Board, the agenda can be reordered at this time.

### **4.0 CONSENT CALENDAR**

All matters listed under the Consent Calendar are considered routine and will be enacted by one roll call vote. There will be no separate discussion of these items unless members of the Board, the Public, or Staff request that specific items are removed from the Consent Calendar for separate discussion and/or action.

#### **4.1 Minutes – March 14, 2012 Regular Meeting**

**RECOMMENDATION:** Staff recommends that the Board of Trustees approve the Minutes as presented.

**4.2 Warrant Registers**

**RECOMMENDATION:** Staff recommends that the Board of Trustees approve the following warrant registers:

1. Warrant Register dated 03-01-12, in the amount of \$296.38;
2. Warrant Register dated 03-08-12, in the amount of \$909.41;
3. Warrant Register dated 03-15-12, in the amount of \$151.87;
4. Warrant Register dated 03-22-12, in the amount of \$545.16; and
5. Warrant Register dated 03-29-12, in the amount of \$220.77.

**4.3 Treasurer's Report – February, 2012**

**RECOMMENDATION:** Staff recommends that the Board of Trustees approve the Treasurer's Report for February, 2012.

**4.4 Auditing Services Contract – Lance, Soll, and Lunghard, LLP**

**RECOMMENDATION:** Staff recommends that the Board of Trustees approve a two year contract with external auditors Lance, Soll, and Lunghard, LLP to provide for audit services and preparation of required reports for fiscal years 2011/12 and 2012/13.

**5.0 PUBLIC HEARINGS**

There are no items scheduled.

**6.0 GENERAL BUSINESS**

**6.1 Emergency Supplies Staging Area**

**RECOMMENDATION:** Staff recommends that the Board of Trustees direct staff to designate an area as a temporary Emergency Supply Staging Area as available at the Wildomar Cemetery.

**GENERAL MANAGER REPORT**

**CEMETERY DISTRICT ATTORNEY REPORT**

**BOARD COMMUNICATIONS**

## **FUTURE AGENDA ITEMS**

## **ADJOURN WILDOMAR CEMETERY DISTRICT**

### **2012 City Council/Wildomar Cemetery District Regular Meeting Schedule**

May 9	August 8	November 14
June 13	September 12	December 12
July 11	October 10	

If requested, the agenda and backup materials will be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans With Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and the federal rules and regulations adopted in implementation thereof.

Any person that requires a disability-related modification or accommodation, including auxiliary aids or services, in order to participate in the public meeting, may request such modification, accommodation, aid or service by contacting the City Clerk either in person or by phone at 951/677-7751, no later than 10:00 a.m. on the day preceding the scheduled meeting.

I, Debbie A. Lee, Wildomar City Clerk, do certify that on April 6, 2012, by 5:00 p.m., a true and correct copy of this agenda was posted at the three designated posting locations:

Wildomar City Hall, 23873 Clinton Keith Road,  
U.S. Post Office, 21392 Palomar Street,  
Mission Trail Library, 34303 Mission Trail Blvd.

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Debbie A. Lee, CMC  
City Clerk

**CITY OF WILDOMAR  
CITY COUNCIL REGULAR MEETING MINUTES  
MARCH 14, 2012**

**CALL TO ORDER – CLOSED SESSION - 5:30 P.M.**

The closed session of March 14, 2012, of the Wildomar City Council was called to order by Mayor Benoit at 5:34 p.m. at the Wildomar Council Chambers, 23873 Clinton Keith Road, Suite 111, Wildomar, California.

City Council Roll Call showed the following Members in attendance: Mayor Benoit, Mayor Pro Tem Walker, Council Members Cashman and Moore. Members absent: Council Member Swanson.

Staff in attendance: City Manager Oviedo, Assistant City Attorney Jex, and City Clerk Lee.

**PUBLIC COMMENTS**

There were no speakers.

**CLOSED SESSION**

Assistant City Attorney Jex advised that there is a need to add an item to the closed session. This would be to item #1, and it would be another matter of potential initiation of litigation, so there would be two matters total for item #1.

**A MOTION** was made by Councilwoman Moore, seconded by Mayor Pro Tem Walker, to add the item to the agenda.

**MOTION** carried, 4-0, with Councilwoman Swanson absent.

City Clerk Lee announced the City Council will meet in closed session regarding the following:

1. The City Council will meet in closed session pursuant to the provisions of Government Code Section 54956.9 (c) to confer with legal counsel with regard to two matters of potential initiation of litigation.
2. The City Council will meet in closed session pursuant to the provisions of Government code section 54957 regarding Public Employee Appointment - City Attorney.

At 5:37 p.m. the City Council convened into closed session, with Council Member Swanson absent.

### **RECONVENE INTO OPEN SESSION**

At 6:50 p.m. the City Council reconvened into open session, with Council Member Swanson absent, making the following announcement:

Assistant City Attorney Jex announced that there is no announcement to item #1, and in regards to item #2, the City Council did appoint him as the new City Attorney. He stated he is pleased and honored to accept the position and looks forward to continuing his work with the City Council and Staff.

Mayor Benoit apologized to the public for the lateness of the closed session but they did conduct some interviews and he is happy to have Tom Jex at the dais as the new City Attorney.

### **ADJOURN CLOSED SESSION**

There being no further business, Mayor Benoit declared the closed session meeting adjourned at 6:51 p.m.

### **CALL TO ORDER – REGULAR SESSION - 6:30 P.M.**

The regular meeting of March 14, 2012, of the Wildomar City Council was called to order by Mayor Benoit at 6:31 p.m. at the Wildomar Council Chambers, 23973 Clinton Keith Road, Suite 111, Wildomar, California.

City Council Roll Call showed the following Members in attendance: Mayor Benoit, Mayor Pro Tem Walker, Council Members Cashman and Moore. Members absent: Council Member Swanson.

Staff in attendance: City Manager Oviedo, Assistant City Manager Nordquist, City Attorney Jex, Public Works Director D’Zmura, Planning Director Bassi, Community Services Director Willette, Fire Chief Beach, Assistant Police Chief Adams, and City Clerk Lee.

The Flag Salute was led by Councilwoman Moore.

## **PRESENTATIONS**

Mayor Benoit presented a Certificate of Appreciation to Stephanie Prescott and Carol Kahl. These Ladies have written the script for the Rose Parade for the past several years for NBC, and have done other shows as well, and are Wildomar residents.

Fire Chief Beach presented the Fire Department monthly update.

There was no Chamber of Commerce update given.

## **PUBLIC COMMENTS**

Dionna Fitch, Sycamore Academy, thanked the Mayor and Councilman Cashman for attending their Science Showcase at the School. She then related upcoming events at the School.

## **APPROVAL OF THE AGENDA AS PRESENTED**

**A MOTION** was made by Councilwoman Moore, seconded by Mayor Pro Tem Walker, to approve the agenda as presented.

**MOTION** carried, 4-0, with Councilwoman Swanson absent.

### **1.0 CONSENT CALENDAR**

**A MOTION** was made by Councilwoman Moore, seconded by Mayor Pro Tem Walker, to approve the Consent Calendar as presented.

**MOTION** carried, 4-0, with Councilwoman Swanson absent.

#### **1.1 Reading of Ordinances**

Approved the reading by title only of all ordinances.

#### **1.2 Minutes – February 8, 2012 Regular Meeting**

Approved the Minutes as presented.

**1.3 Warrant and Payroll Registers**

Approved the following:

1. Warrant Register dated February 2, 2012 in the amount of \$38,693.94;
2. Warrant Register dated February 9, 2012 in the amount of \$23,339.88;
3. Warrant Register dated February 16, 2012 in the amount of \$532,889.82;
4. Warrant Register dated February 23, 2012 in the amount of \$95,516.56; and
5. Payroll Register dated February 23, 2012 in the amount of \$46,089.34.

**1.4 Treasurer's Report**

Approved the Treasurer's Report for the month of January, 2012.

**1.5 FY11 Emergency Management Performance Grant (EMPG) Program Award**

Accepted \$15,515 in funding from Riverside County's FY11 EMPG Program.

**1.6 FY10 Homeland Security Grant Training Program (HSGP) Award**

Accepted up to \$4,975 in reimbursement funding from Riverside County's FY1 HSGP Travel Program.

**1.7 Grant Application – State Legislated Safe Routes to School Program (Cycle 10) for the Grand Avenue Bike/Pedestrian Sidewalk Safety Improvement Project**

Adopted a Resolution entitled:

RESOLUTION NO. 2012 - \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,  
CALIFORNIA, AUTHORIZING THE SUBMITTAL OF A GRANT  
APPLICATION TO STATE-LEGISLATED SAFE ROUTES TO SCHOOL  
PROGRAM (CYCLE 10) FOR THE GRAND AVENUE  
BIKE/PEDESTRIAN SIDEWALK SAFETY IMPROVEMENT PROJECT

**1.8 Claim Rejection for Damages**

Rejected the claim made by Richard Jones and direct Staff to notify the claimants.

**1.9 Claim Rejection for Damages**

Rejected the claim made by Scott Ziemer and direct Staff to notify the claimants.

**1.10 Second Reading and Adoption of Ordinance No. 68 – City Initiated Zoning Ordinance Amendment Related to Approval Periods and Extensions of Time for Plot Plans**

Adopted an Ordinance entitled:

ORDINANCE NO. 68  
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF  
WILDOMAR, CALIFORNIA, ADOPTING AN EXEMPTION FROM THE  
CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PER SECTION  
15061(B)(3) OF CEQA AND APPROVING ZONING ORDINANCE  
AMENDMENT NO. 11-04 TO AMEND SECTION 17.216.070 (PLOT  
PLANS) OF THE WILDOMAR ZONING ORDINANCE RELATED TO  
APPROVAL PERIODS AND EXTENSIONS OF TIME FOR PLOT PLANS

**2.0 PUBLIC HEARINGS**

**2.1 Zoning Ordinance Amendment No. 11-03 - City Initiated Zoning Ordinance Amendment to Allow Nano and Micro-Craft Manufacturing Brewers as a Permitted Use**

City Clerk Lee read the title.

Mayor Benoit opened the public hearing.

City Planner Bassi presented the staff report stating that Staff is requesting some revisions to the proposed Ordinance. These revisions are included in the revised Ordinance placed at their seats.

City Attorney Jex advised that the City received two letters just prior to the start of the meeting protesting the Ordinance. They raise some significant CEQA and environmental questions that he and his office have not had time to review. He would recommend that this item be continued to a future meeting in order to review the issues raised in the letters.

SPEAKERS:

Bob Devine, resident, stated he supports the reduction in the volume as is stated in the revised Ordinance. There should be parameters that outline the maximum size for these types of breweries.

**A MOTION** was made by Mayor Pro Tem Walker, seconded by Councilwoman Moore, to continue the item to the April 11, 2012 regular meeting.

**MOTION** carried, 4-0, with Councilwoman Swanson absent.

### **3.0 GENERAL BUSINESS**

#### **3.1 Clinton Keith Interchange Construction Project Update**

City Clerk Lee read the title.

Public Works Director D’Zmura presented the staff report.

Dennis Green, Green Com, introduced Karlie Gray who will also handle the public relations on this project. He then provided a brief update on the project.

#### **3.2 LED Signs**

City Clerk Lee read the title.

Planning Director Bassi presented the staff report.

Jake Schlepp, California Lutheran High School, stated what they are proposing is a sign that does not flash or do anything distracting. It also will have a light sensor so that it is not real bright at night.

Sheryl Ade, resident, stated she is glad that Mr. Schlepp is bringing up things such as brightness and the flashing of the sign. She urged the Council to keep in mind that Wildomar is a dark sky, bright stars community. LED is very stark and very bright. She understands why the Elks and the Lutheran High School want the LED signs, but these are places that are not open to the public so a newsletter and newspaper are a better place to advertise. She does not want to see the LED signs proliferate in Wildomar.

Councilman Cashman stated the County just updated their light ordinance in December 2011. This takes care of light trespass and he would like to take care of the whole light issue and not just LED lights.

Mayor Benoit stated he has some of the same concerns, however, the

only issue on the agenda is the LED signs. To address our current lighting ordinance will cost money.

Councilman Cashman stated the sign at the Lake Elsinore outlet center is blinding. Not everyone who sells LED signs sells them adjustable for brightness. He knows that a new lighting ordinance will cost money, but he doesn't want to piece meal an Ordinance by just addressing LED light.

Councilwoman Moore stated it is time to address LED signs. There have been other requests beside the Elks and Cal Lutheran. Yes, the Elks Lodge is a membership only facility, but they do several events throughout the year that are open to the public. Also, the City could have an agreement with the different businesses with LED signs to use them in case of an emergency. They could give direction to emergency shelters and things of this nature in the event of an emergency.

Mayor Benoit stated the LED signs have to have a brightness factor in it.

Councilwoman Moore stated maybe they don't need to run 24 hours, maybe have a cutoff of 10:00 p.m.

Mayor Pro Tem Walker stated he does not want Wildomar to have the giant LED signs like at the auto complex. He agrees, the signs should not be all night long and there should be brightness maximums.

Planning Director Bassi stated that Staff will research what other agencies are doing to give an idea of what standards are in other cities.

City Manager Oviedo stated he is hearing there is an interest in the LED signs, but is there an interest in coming back with costs to do a lighting ordinance as well.

It was the consensus of the City Council to bring back the costs of a lighting ordinance.

### **3.3 Computer System Purchase - Development Permits, Inspections and Billing**

City Clerk Lee read the title.

Assistant City Manager Nordquist presented the staff report.

**A MOTION** was made by Councilwoman Moore, seconded by Mayor Pro

Tem Walker, to authorize the City Manager to execute an amendment to the following:

1. EDEN software license agreement with Tyler Technologies; and
2. Professional services contract with Lan Wan Enterprise for the purchase of hardware/software and associated labor required for the EDEN system.

**MOTION** carried, 4-0, with Councilwoman Swanson absent.

### **3.4 City Trails Program**

City Clerk Lee read the title.

Mayor Benoit presented a plaque to Gary Andre who has been very instrumental in putting the trails map together.

Assistant City Manager Nordquist presented the staff report.

Councilwoman Moore asked what the criteria was for the names.

Gary Andre answered they worked with the historic society for the names. The community also presented names.

Councilwoman Moore stated there is a Justin Hunt trail but there are other residents who were also killed in military service as well, and before Justin Hunt.

Mr. Andre answered there are other trails coming up that are currently unnamed which could be named for them.

Discussion ensued regarding trails named after fallen soldiers.

Councilwoman Moore stated there should be a criteria established so it doesn't seem like names are being just randomly used.

Mayor Benoit stated there should be criteria established for any naming of any City property.

Discussion ensued regarding the Justin Hunt trail name and other trails that are coming; Political names on the trails; and Naming criteria for all City owned properties, not just trails.

City Attorney Jex stated if the issue is the naming criteria, the Council could direct Staff to bring back criteria at a future meeting.

Veronica Langworthy, resident, stated she was also concerned with naming criteria. When they were putting the names on the map it would have been easier if there had been established criteria and priority of which names went where.

**A MOTION** was made by Councilwoman Moore, seconded by Mayor Pro Tem Walker, to exclude the Patron names of the map, and adopt a Resolution, as amended, entitled:

RESOLUTION NO. 2012 - 11  
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
WILDOMAR, CALIFORNIA, APPROVING THE ADDITION OF  
TRAIL NAMES TO THE EXISTING CITY OF WILDOMAR MULTI-  
USE TRAILS PLAN MAP

**MOTION** carried, 4-0, with Councilwoman Swanson absent.

It was the consensus of the City Council to have Staff bring back criteria for naming of City property, buildings, and trails.

**A MOTION** was made by Councilwoman Moore, seconded by Mayor Pro Tem Walker, to adopt a Resolution entitled:

RESOLUTION NO. 2012 - 12  
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
WILDOMAR, CALIFORNIA, ADOPTING THE ADOPT-A-TRAILS  
PROGRAM

**MOTION** carried, 4-0, with Councilwoman Swanson absent.

Resolution No. 2012-13 has changes to Exhibit E which were presented to the Council.

**A MOTION** was made by Councilwoman Moore, seconded by Mayor Pro Tem Walker, to adopt a Resolution, as amended, entitled:

RESOLUTION NO. 2012 - 13  
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
WILDOMAR, CALIFORNIA, ADOPTING THE CRITERIA FOR THE  
TRAILS COORDINATOR VOLUNTEER POSITION

**MOTION** carried, 4-0, with Councilwoman Swanson absent.

**3.5 Support of the Transfer of Ontario International Airport to Local Control**

City Clerk Lee read the title.

City Manager Oviedo presented the staff report.

Sheryl Ade, resident, stated the City Manager stated they have asked individual cities to pass this Resolution, but the staff report does not reflect that. It states that they have asked regional municipal agencies to do this. SCAG has already taken this up as they are comprised of regional municipal agencies. Mayor Benoit should have known this and this item is redundant and a waste of time. She recommends that the Council forego this and move on to other meaningful items. The City of Lake Elsinore brought this forward and wisely chose not to address it.

Mayor Benoit stated this came up at RCTC and they did ask that each City take it up. They had a presentation by the City of Ontario. By the end of the presentation it was made clear that the City of Los Angeles is not doing the region any favors by running Ontario airport into the ground. There are a number of issues at the airport such as an airport the size of Ontario should have about 200 employees and Ontario has 450. This airport is important to our community. He and Mayor Pro Tem Walker recently went to Sacramento and that would have been very inconvenient to have to go down to San Diego or go into Burbank. Also, Southwest Airlines is now starting to consider pulling out of Ontario due to the high fees they are being charged by Los Angeles. What the City of Ontario wants to do is have representatives from the airlines on the Board controlling the airport.

Councilman Cashman stated he flies quite a bit and he has trouble getting flights out of Ontario. He feels the airport is not being run correctly. He feels the City should do something but he is not sure this is it.

Mayor Benoit stated this supports local control over the airport and creating a commission that includes the airlines so they have a say.

Mayor Pro Tem Walker stated this is a critical airport in our region. He has several clients who rely on Ontario for shipping purposes. The fees right now are outrageous. Those who currently run the airport are pushing everything towards Los Angeles and they don't care about this region.

This airport is critical to the local businesses. To not take a stand just because the City of Lake Elsinore decided not to is not right. His clients have to pay extra to fly something out of Los Angeles. It is time to take a stand for the region. We will lose businesses because of the extra charge to have something delivered to Los Angeles. They will relocate their business back to the LA area and pull out of our region.

Councilwoman Moore thanked Mayor Benoit for bringing the item to the Council. She stated that all the Council sit on various regional boards and it is important that these issues be brought to the entire Council so that the Council and the public are educated on issues that affect the entire region.

**A MOTION** was made by Councilwoman Moore, seconded by Mayor Pro Tem Walker, to adopt a Resolution entitled:

RESOLUTION NO. 2012 - 14  
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,  
CALIFORNIA, IN SUPPORT OF THE TRANSFER OF ONTARIO  
INTERNATIONAL AIRPORT (ONT) TO LOCAL CONTROL

**MOTION** carried, 4-0, with Councilwoman Swanson absent.

## **CITY MANAGER REPORT**

City Manager Oviedo gave an update on the vehicle license fee (VLF) lobbying efforts. SB1566 was introduced into the legislature, so we do have a bill working for us. The Hearing should be in the first couple of weeks of April and they are asking that the cities be there and available. Also, the City has selected the firm to do the Old Town Specific Project. The firm is RFB and they are located in Murrieta. Last night was the Oak Creek Canyon EIR scoping meeting and it was very well attended. Also, the preliminary sales tax numbers are up about 10.6% for Wildomar.

Public Works Director D'Zmura stated there will be an opportunity for the Council to reprioritize and/or add/subtract projects in the TUMF area. That will be coming forward soon to the Council. Also, Staff was directed to look at some drainage issues in the City especially in light of the rains that are being forecasted. He gave a handout regarding this. Staff was asked to follow up with the County regarding Murrieta Creek at the Clinton Keith Road bridge. The City did receive a written response from the County and he read the response.

## **CITY ATTORNEY REPORT**

There was no report.

## **COUNCIL COMMUNICATIONS**

Councilwoman Moore stated she attended the SCFA meeting for animal control. She is trying very hard to lower the City's cost for animal control services. She also attended the RTA Board meeting; Elks Scholarship dinner; and Wildomar Little League Opening Day.

Mayor Benoit stated the State of the City breakfast will be March 21; Clinton Keith groundbreaking on March 30; and the annual Rotary BBQ will be April 7.

## **FUTURE AGENDA ITEMS**

- \*Lighting Ordinance
- \*Community patrolling

City Clerk Lee stated that a speaker slip was received late for someone who wishes to address the City Council under Public Comments.

Mayor Benoit stated that the speaker can speak now.

Mike Harris, Wildomar Holdings, LLC partner, stated he has spoken with City Planner Bassi regarding their property site on Chico Canyon Road. He did submit a letter to the City earlier in the day. Their property has unsafe materials on it that could be a health issue to the people.

## **ADJOURN THE CITY COUNCIL**

There being no further business Mayor Benoit declared the meeting adjourned at 8:45 p.m.

Submitted by:

Approved by:

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Debbie A. Lee, CMC  
City Clerk

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Ben J. Benoit  
Mayor

**CITY OF WILDOMAR  
CITY COUNCIL SPECIAL MEETING MINUTES  
MARCH 22, 2012**

**CALL TO ORDER – CLOSED SESSION - 5:00 P.M.**

The special closed session of March 22, 2012, of the Wildomar City Council was called to order by Mayor Benoit at 5:00 p.m. at the Wildomar Council Chambers, 23873 Clinton Keith Road, Suite 111, Wildomar, California.

City Council Roll Call showed the following Members in attendance: Mayor Benoit, Mayor Pro Tem Walker, Council Members Cashman, Moore and Swanson. Members absent: None.

Staff in attendance: City Manager Oviedo, City Attorney Jex, and City Clerk Lee.

**PUBLIC COMMENTS**

There were no speakers.

**CLOSED SESSION**

City Clerk Lee made the following statement:

The City Council will meet in closed session pursuant to the provisions of Government Code Section 54956.9 (c) to confer with legal counsel with regard to one matter of potential initiation of litigation.

At 5:01 p.m. the City Council convened into closed session with all Council Members present.

**RECONVENE INTO OPEN SESSION**

At 5:40 p.m. the City Council reconvened into open session, with all Council Members present.

**ANNOUNCEMENTS**

Mayor Benoit stated there were no announcements from closed session.

**ADJOURN CLOSED SESSION**

There being no further business Mayor Benoit declared the meeting adjourned at 5:40 p.m.

Submitted by:

Approved by:

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Debbie A. Lee, CMC  
City Clerk

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Ben J. Benoit  
Mayor

**CITY OF WILDOMAR CITY COUNCIL**  
**Agenda Item#1.4**  
**CONSENT CALENDAR**  
**Meeting Date: April 9, 2012**

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**TO:** Mayor and City Council Members  
**FROM:** Gary Nordquist, Assistant City Manager  
**SUBJECT:** Warrant and Payroll Registers

**STAFF REPORT**

**RECOMMENDATION:**

Staff recommends that the City Council approve the following:

1. Warrant Register dated 03-01-12 in the amount of \$82,073.37;
2. Warrant Register dated 03-08-12 in the amount of \$144,574.74;
3. Warrant Register dated 03-15-12 in the amount of \$53,790.33;
4. Warrant Register dated 03-22-12 in the amount of \$68,853.56;
5. Warrant Register dated 03-29-12 in the amount of \$48,218.41; and
6. Payroll Register dated 03-29-12 in the amount of \$68,825.11.

**DISCUSSION:**

The City of Wildomar requires that the City Council audit payments of demands and direct the City Manager to issue checks. The Warrant and Payroll Registers are submitted for approval.

**FISCAL IMPACT:**

These Registers have a budgetary impact in the amount noted in the recommendation section of this report. These costs are included in the Fiscal Year 2011-12 Budget.

Submitted by:  
Gary Nordquist  
Assistant City Manager

Approved by:  
Frank Oviedo  
City Manager

**ATTACHMENTS:**

Voucher List 3/1/2012  
Voucher List 3/8/2012  
Voucher List 3/15/2012  
Voucher List 3/22/2012  
Voucher List 3/29/2012  
Payroll Warrant Register March 29, 2012

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Voucher List  
City of Wildomar

Page: 1

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
201060	3/1/2012	000008 AT&T MOBILITY	02202012		COUNCIL DATA PACKAGES 1/13/12	77.31
					<b>Total :</b>	<b>77.31</b>
201061	3/1/2012	000028 CALPERS	541		MEDICAL PREMIUM MAR 2012	8,540.10
					<b>Total :</b>	<b>8,540.10</b>
201062	3/1/2012	000043 CHENG, MISTY	2/29/2012	0000037	ACCOUNTING SERVICES FEB 2012	4,520.00
					<b>Total :</b>	<b>4,520.00</b>
201063	3/1/2012	000059 DIAMOND W. EVENTS, INC.	2242012	0000038	CONTRACTUAL SERVICES FEB 2012	5,150.00
					<b>Total :</b>	<b>5,150.00</b>
201064	3/1/2012	000024 GUARDIAN	21612		DENTAL/ VISION BENEFITS MAR 2012	1,380.20
					<b>Total :</b>	<b>1,380.20</b>
201065	3/1/2012	000304 JOE A. GONSALVES & SON	22678	0000024	CONTRACTUAL CONSULTING SRV	3,000.00
					<b>Total :</b>	<b>3,000.00</b>
201066	3/1/2012	000042 PV MAINTENANCE, INC.	005-130	0000025	CONTRACTUAL SERVICES JAN 2012	42,092.46
					<b>Total :</b>	<b>42,092.46</b>
201067	3/1/2012	000053 REPUBLIC ITS, INC.	RR-125646 RR-125647		TRAFFIC SIGNAL MAINTENANCE -	750.00
					TRAFFIC SIGNAL RESPONSE - JAN	919.33
					<b>Total :</b>	<b>1,669.33</b>
201068	3/1/2012	000149 RIVERSIDE COUNTY EXECUTIVE, OFFIC	2011/12/02 2012-01WIL		ANIMAL SHELTER MISC. EXPENSE	625.00
					ANIMAL SHELTER SHELTERING SR	11,140.72
					<b>Total :</b>	<b>11,765.72</b>
201069	3/1/2012	000020 VERIZON	22212	0000032	FIOS INTERNET SERVICES 2/22/12	109.99
					<b>Total :</b>	<b>109.99</b>
201070	3/1/2012	000006 WELLS FARGO PAYMENT REMITTANCE,	12312 12512 12612 13012 13112		NON-DEPARTMENTAL/ CEMETERY	74.78
					CPR MANIKINS & PARTS - GRANT F	1,161.61
					ECONOMIC DEVELOPMENT MEETI	23.46
					FIRE STATION EXPENSES	53.42
					CITY CLERK CCAC MEMBERSHIP C	120.00

Page: 1

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
201070	3/1/2012	000006	WELLS FARGO PAYMENT REMITTANCE, (Continued)			
			13112		NON-DEPARTMENTAL SUPPLIES	127.12
			13112		OFFICE SUPPLIES	128.12
			2112		REFUND- CEMETERY SUPPLIES	-12.92
			2112		CITY COUNCIL DEPARTMENTAL SU	154.08
			21212		NON-DEPARTMENTAL SUPPLIES	53.51
			21512		OFFICE SUPPLIES	121.94
			21512		CITY COUNCIL/ CITY MNGR TRAVE	9.00
			21512		CITY COUNCIL/ CITY MNGR TRAVE	30.00
			22312		QUICKBOOKS MONTHLY SUBSCRII	23.97
			2312		CPR MANIKIN FACE BARRIER	28.32
			2612		NON-DEPARTMENTAL CONFERENC	20.55
			2712		PROCLAMATION/CERTIFICATE PAF	70.23
			2712		FIRST AID BOOKS & CARDS	433.10
			2712		CITY COUNCIL MEETING SUPPLIES	48.17
			2812		CITY COUNCIL/ CITY MNGR TRAVE	1,099.80
					<b>Total :</b>	<b>3,768.26</b>
					<b>Bank total :</b>	<b>82,073.37</b>
11		Vouchers for bank code : wf				
11		Vouchers in this report			<b>Total vouchers :</b>	<b>82,073.37</b>

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Voucher List  
City of Wildomar

Page: 1

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
201095	3/15/2012	000033 AMERICAN FORENSIC NURSES	61119		BLOOD DRAW	123.24
					<b>Total :</b>	<b>123.24</b>
201096	3/15/2012	000007 ANIMAL FRIENDS OF THE VALLEY,, INC.	DEC11 JAN12		ANIMAL CONTROL SERVICES DEC	5,600.00
					ANIMAL CONTROL SERVICES JAN :	5,600.00
					<b>Total :</b>	<b>11,200.00</b>
201097	3/15/2012	000034 BIO-TOX LABORATORIES	24706 24707		RC SHERIFF- LAB SERVICES	343.13
					RC SHERIFF- LAB SERVICES	759.80
					<b>Total :</b>	<b>1,102.93</b>
201098	3/15/2012	000318 COLGAN CONSULTING CORPORATION	6	0000033	DEVELOPMENT IMPACT FEE FEBR	4,785.00
					<b>Total :</b>	<b>4,785.00</b>
201099	3/15/2012	000209 COST RECOVERY SYSTEMS, INC.	1	0000034	STATE MANDATE CLAIM PREP SRV	4,150.00
					<b>Total :</b>	<b>4,150.00</b>
201100	3/15/2012	000058 DEPARTMENT OF JUSTICE	895385		BLOOD ALCOHOL ANALYSES JAN 2	70.00
					<b>Total :</b>	<b>70.00</b>
201101	3/15/2012	000022 EDISON	3812 3812A 3812B 3912		CITY LAMPS ELECTRICAL 2/1/12-3/	369.66
					CSA 22 ELECTRICAL 2/1/12-3/1/12	2,975.01
					CSA 103 ELECTRICAL 2/1/12-3/1/12	13,203.22
					CSA 142 ELECTRICAL 2/1/12-3/1/12	1,981.63
					<b>Total :</b>	<b>18,529.52</b>
201102	3/15/2012	000079 LAN WAN ENTERPRISE	42971		TECH SUPPORT - UPGRADE SBS/ I	360.00
					<b>Total :</b>	<b>360.00</b>
201103	3/15/2012	000113 LEAGUE OF CALIFORNIA CITIES	115667		CITY MEMBERSHIP DUES 2012	11,736.00
					<b>Total :</b>	<b>11,736.00</b>
201104	3/15/2012	000147 MARATHON REPROGRAPHICS	67666		TRAIL MAPS	56.25
					<b>Total :</b>	<b>56.25</b>
201105	3/15/2012	000049 NORTH COUNTY TIMES	2310415 2310780		PUBLIC HEARING NOTICE- RFP PH	152.44
					11-0261 PUBLIC HEARING NOTICE-	274.04

Page: 1

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
201105	3/15/2012	000049 NORTH COUNTY TIMES	(Continued) 2310782		PUBLIC HEARING NOTICE- ZOA 11-	128.84
					<b>Total :</b>	<b>555.32</b>
201106	3/15/2012	000018 ONTRAC	7361157		OVERNIGHT DELIVERY SERVICES	23.07
					<b>Total :</b>	<b>23.07</b>
201107	3/15/2012	000185 PITNEY BOWES	3612		POSTAGE METER REFILL 2/21/12	500.00
					<b>Total :</b>	<b>500.00</b>
201108	3/15/2012	000020 VERIZON	3112 3112A		TELEPHONE CHARGES 3/1/12-3/31	35.84
					OFFICE PHONE CHARGES 3/1/12-3	563.16
					<b>Total :</b>	<b>699.00</b>
14 Vouchers for bank code : wf						<b>Bank total : 53,790.33</b>
14 Vouchers in this report						<b>Total vouchers : 53,790.33</b>

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Voucher List  
City of Wildomar

Page: 1

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
201113	3/22/2012	000312 ADAME LANDSCAPE, INC.	45374	0000035	LANDSCAPE MAINTENANCE MAR 2	125.00
					Total :	125.00
201114	3/22/2012	000031 AFLAC, REMITTANCE PROCESSING, CE	530965		MEDICAL INSURANCE BENEFITS A	475.45
					Total :	475.45
201115	3/22/2012	000080 BURKE, WILLIAMS AND SORENSON,, LL	153748		LEGAL FEES JANUARY 2012	19,922.46
					Total :	19,922.46
201116	3/22/2012	000028 CALPERS	31112		CONTRIBUTIONS 2/27/12-3/11/12	5,218.32
					Total :	5,218.32
201117	3/22/2012	000256 COUNTY OF RIVERSIDE, COUNTY CLER	32212		NOE FILING FEE- TRAFFIC SIGNAL	64.00
					Total :	64.00
201118	3/22/2012	000027 DIRECT TV	17339457991		CABLE SERVCS - CITY HALL 3/12/1	89.99
					Total :	89.99
201119	3/22/2012	000022 EDISON	31712		ELECTRICAL SERVICES 1/18/12-3/1	2,121.66
					Total :	2,121.66
201120	3/22/2012	000024 GUARDIAN	31612		DENTAL/ VISION BENEFITS APR 20	1,380.20
					Total :	1,380.20
201121	3/22/2012	000049 NORTH COUNTY TIMES	2311146		PUBLIC HEARING NOTICE: GPA 12-	121.76
					Total :	121.76
201122	3/22/2012	000131 RCAWRC	21512		MSHCP MITIGATION FEE: FEB 2012	25,194.00
					Total :	25,194.00
201123	3/22/2012	000149 RIVERSIDE COUNTY EXECUTIVE, OFFIC	2012-02WIL		ANIMAL SHELTER SHELTERING SR	11,140.72
					Total :	11,140.72
201124	3/22/2012	000051 RIVERSIDE HABITAT CONSERVATION, A	2212		KANGAROO RAT FEE FEBRUARY 2	3,000.00
					Total :	3,000.00
12 Vouchers for bank code : wf						Bank total : 68,853.56

Page: 1

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Voucher List  
City of Wildomar

Page: 1

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
201128	3/29/2012	000008 AT&T MOBILITY	03202012		COUNCIL DATA PACKAGES 2/13/12-	77.31	
					Total :	77.31	
201129	3/29/2012	000389 BRIAN'S LIVE BEE REMOVAL, SERVICE	312-40		BEE REMOVAL SERVICES	325.00	
					Total :	325.00	
201130	3/29/2012	000080 BURKE, WILLIAMS AND SORENSON,, LL	154439		LEGAL FEES FEB 2012	16,790.76	
					Total :	16,790.76	
201131	3/29/2012	000028 CALPERS	614A		HEALTH PREMIUM APRIL 2012	8,540.81	
					Total :	8,540.81	
201132	3/29/2012	000059 DIAMOND W. EVENTS, INC.	2232012	0000038	CONTRACTUAL SERVICES MAR 20	5,050.00	
					Total :	5,050.00	
201133	3/29/2012	000304 JOE A. GONSALVES & SON	22741	0000024	CONTRACTUAL CONSULTING APRI	3,000.00	
					Total :	3,000.00	
201134	3/29/2012	000079 LAN WAN ENTERPRISE	43060	0000045	WRCCOG/SCE GRANT SERVER FC	2,945.63	
			43061	0000046	WRCCOG/SCE GRANT SERVER FC	2,945.63	
			43115	0000048	WRCCOG/SCE GRANT: LABOR FOI	2,950.00	
			43116	0000049	WRCCOG/SCE GRANT: LABOR FOI	2,950.00	
					Total :	11,791.26	
201135	3/29/2012	000040 MPS	40885		BUSINESS CARDS	147.62	
			40886		ENVELOPES	495.65	
					Total :	643.27	
8 Vouchers for bank code : wf						Bank total :	46,218.41
8 Vouchers in this report						Total vouchers :	46,218.41

Page: 1

City of Wildomar  
Payroll Warrant Register  
March 30, 2012

<u>ACH Date</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
3/1/2012	Payroll People	2/1-2/2/12	1,385.77
3/2/2012	Payroll People	2/11-2/24/12	22,326.86
3/16/2012	Payroll People	2/25-3/9/12	22,216.70
3/30/2012	Payroll People	3/1-3/31/12	22,895.78
		<b>TOTAL</b>	<u>68,825.11</u>

**CITY OF WILDOMAR – CITY COUNCIL**  
**Agenda Item #1.5**  
**CONSENT CALENDAR**  
**Meeting Date: April 11, 2012**

---

**TO:** Mayor and City Council Members  
**FROM:** Gary Nordquist, Assistant City Manager  
**SUBJECT:** Treasurer's Report

**STAFF REPORT**

**RECOMMENDATION:**

Staff recommends that the City Council approve the Treasurer's Report for February, 2012.

**DISCUSSION:**

Attached is the Treasurer's Report for Cash and Investments for the month of February 2012.

**FISCAL IMPACT:**

None.

Submitted by:  
Gary Nordquist  
Assistant City Manager

Approved by:  
Frank Oviedo  
City Manager

**ATTACHMENTS:**

Treasurer's Report

CITY OF WILDOMAR  
 TREASURER'S REPORT FOR  
 CASH AND INVESTMENT PORTFOLIO  
February 2012

CITY CASH

FUND	ACCOUNT	INSTITUTION	BALANCE	RATE
All	All	WELLS FARGO	\$ 2,106,711.47	0.00%
		TOTAL	\$ 2,106,711.47	

FUND	ACCOUNT	INSTITUTION	BEGINNING BALANCE	+ DEPOSITS	(-) WITHDRAWALS	ENDING BALANCE	RATE
All	All	WELLS FARGO	\$ 3,459,306.40	\$ 662,646.09	\$ (2,015,241.02)	\$ 2,106,711.47	0.000%
		TOTAL	\$ 3,459,306.40	\$ 662,646.09	\$ (2,015,241.02)	\$ 2,106,711.47	

CITY INVESTMENT

FUND	ISSUER	BOOK VALUE	FACE VALUE	MARKET VALUE	PERCENT OF PORTFOLIO	DAYS TO MAT.	STATED RATE
All	LOCAL AGENCY INVESTMENT FUND	\$ 1,534,727.46	\$ 1,534,727.46	\$ 1,534,727.46	100.00%	0	0.389%
	TOTAL	\$ 1,534,727.46	\$ 1,534,727.46	\$ 1,534,727.46	100.00%		

CITY - TOTAL CASH AND INVESTMENT \$ 3,641,438.93

CITY INVESTMENT

FUND	ISSUER	BEGINNING BALANCE	+ DEPOSITS/ PURCHASES	(-) WITHDRAWALS/ SALES/ MATURITIES	ENDING BALANCE	STATED RATE
All	LOCAL AGENCY INVESTMENT FUNDS	\$ 1,534,727.46	\$ 0.00	\$ 0.00	\$ 1,534,727.46	0.389%
	TOTAL	\$ 1,534,727.46	\$ 0.00	\$ 0.00	\$ 1,534,727.46	

In compliance with the California Code Section 53646, as the Director of Finance/ City Treasurer of the City of Wildomar, I hereby certify that sufficient investment liquidity and anticipated revenues are available to meet the City's expenditure requirements for the next six months and that all investments are in compliance to the City's Statement of Investment Policy.  
 I also certify that this report reflects all Government Agency pooled investments and all City's bank balances.

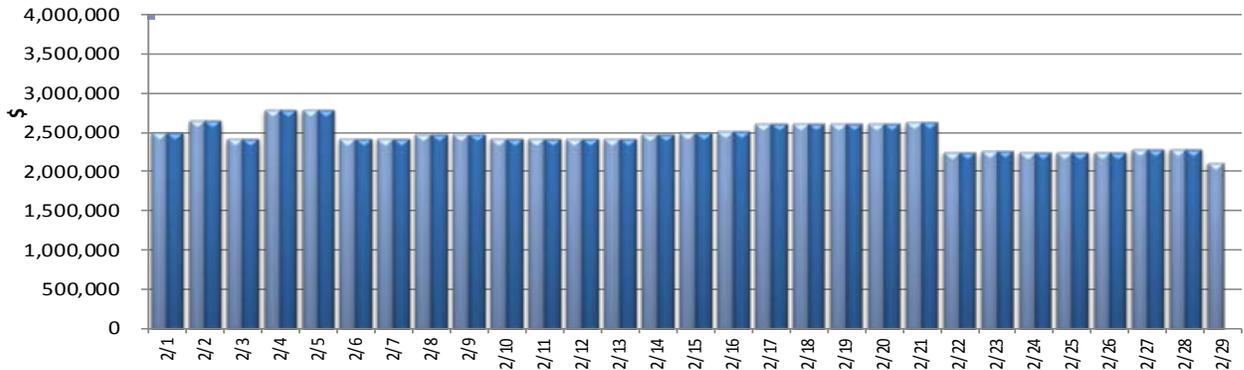
\_\_\_\_\_  
 Gary Nordquist  
 ACM Finance & Administration /  
 City Treasurer

\_\_\_\_\_  
 Date



# February 2012

## Daily Cash Balance All Funds Checking Only Pool Report Balance



Fiscal Year	Ending Balance	Monthly Net Activity
July 2009	2,027,072	-
Aug 2009	4,745,827	2,718,755
Sept 2009	4,201,825	(544,002)
Oct 2009	3,674,234	(527,592)
Nov 2009	3,098,110	(576,124)
Dec 2009	2,963,884	(134,226)
Jan 2010	2,801,810	(162,074)
Feb 2010	2,919,794	117,984
Mar 2010	2,397,718	(522,076)
April 2010	3,239,669	841,951
May 2010	3,200,801	(38,868)
June 2010	3,159,501	(41,300)
July 2010	3,008,802	(150,699)
Aug 2010	3,860,503	851,700
Sept 2010	3,069,412	(791,091)
Oct 2010	2,992,344	(77,068)
Nov 2010	2,365,924	(626,420)
Dec 2010	3,199,019	833,094
Jan 2011	2,661,091	(537,927)
Feb 2011	2,799,932	138,841
Mar 2011	2,469,738	(330,194)
Apr 2011	2,949,832	480,094
May 2011	3,527,489	577,658
June 2011	3,140,774	(386,715)
July 2011	3,276,828	136,054
August 2011	2,322,372	(954,456)
Sept 2011	2,354,797	32,425
October 2011	1,980,825	(373,972)
Nov 2011	2,003,652	22,826
Dec 2011	2,819,704	816,052
Jan 2012	3,459,306	639,602
Feb 2012	2,106,711	(1,352,595)

February 2012		
Date	Ending Balance In Whole \$	Net Change from Prior Day
2/1	2,497,003	-
2/2	2,635,406	138,403
2/3	2,411,190	(224,216)
2/4	2,786,968	375,777
2/5	2,786,968	-
2/6	2,410,159	(376,809)
2/7	2,416,325	6,167
2/8	2,472,992	56,667
2/9	2,465,133	(7,859)
2/10	2,413,999	(51,134)
2/11	2,413,999	-
2/12	2,413,999	-
2/13	2,410,910	(3,089)
2/14	2,471,317	60,406
2/15	2,483,720	12,403
2/16	2,504,723	21,004
2/17	2,602,009	97,286
2/18	2,602,009	-
2/19	2,602,009	-
2/20	2,602,009	-
2/21	2,616,434	14,425
2/22	2,237,604	(378,831)
2/23	2,247,349	9,746
2/24	2,245,987	(1,363)
2/25	2,245,987	-
2/26	2,245,987	-
2/27	2,285,146	39,160
2/28	2,277,668	(7,478)
2/29	2,106,711	(170,956)

**CITY OF WILDOMAR – CITY COUNCIL**  
**Agenda Item #1.6**  
**CONSENT CALENDAR**  
**Meeting Date: April 11, 2012**

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**TO:** Mayor and City Council Members  
**FROM:** Gary Nordquist, Assistant City Manager  
**SUBJECT:** Auditing Services Contract – Lance, Soll, and Lunghard, LLP

**STAFF REPORT**

**RECOMMENDATION:**

Staff recommends that the City Council approve a two year contract with external auditors Lance, Soll, and Lunghard, LLP to provide for audit services and preparation of required reports for fiscal years 2011/12 and 2012/13.

**BACKGROUND:**

The audit firm of Lance, Soll & Lunghard, and LLP (LSL) was selected on April 22, 2009 to perform the City's needed auditing services. This selection occurred after the City had reviewed five audit firms' proposals to provide services to the City for a minimum three year term with the option of two, one year extensions. Over the past three years, the audit firm of LSL has performed to the standards of the contract.

LSL has submitted an offer to the City extending its services and staff recommends this extension particularly in light of the City's merger with the Cemetery District. LSL is very conversant with the city's new financial software, and implementation of the new building permit and developer invoicing system. LSL has greatly assisted the City with the Cemetery merger and its integration. LSL is currently in the process of completing the annual audit of the cemetery district and next year will be the initial year of an audit of both entities.

**DISCUSSION:**

Lance, Soli & Lunghard will be responsible in performing an annual audit of all funds and financial statements of the City and preparing the City's Comprehensive Annual Financial Report (CAFR). They will also be performing an agreed upon procedures on the City's Appropriations Limit calculations and rendering a letter regarding the City's compliance. The audit firm may issue a separate management letter containing recommendations for improvements to internal control, accounting procedures and other significant observations that are considered to be non-reportable conditions. Lance, Soli & Lunghard, LLP will also prepare the annual State Controller's Reports and annual Street Reports on behalf of the City.

As deemed necessary per the guidelines of OMB Circular A-133, the audit firm will perform single audit procedures on the expenditures of federal grants and render the appropriate audit. LSL is very conversant with the city's new financial software, and has greatly assisted the City with the Cemetery merger and its fiscal integration. Given the challenges facing the City staff next year, LSL's intimate knowledge of the merger and City policies and procedures, staff recommends continuing the relationship with LSL per the terms of the original proposal.

**FISCAL IMPACT:**

FY 2012 - \$10,304 and FY2013 - \$10,819.

Submitted by:  
Gary Nordquist  
Assistant City Manager

Approved by:  
Frank Oviedo  
City Manager

**ATTACHMENTS:**

Professional Services Agreement

# Attachment

# A

**LANCE, SOLL AND LUNGHARD, LLP  
CITY OF WILDOMAR FINANCIAL AUDITING SERVICES**

**TRACKING NUMBER: FIN 2012-01**

**1. PARTIES AND DATE.**

This Agreement is made and entered into this 11th day of April, 2012, by and between the City of Wildomar, a municipal organization organized under the laws of the State of California with its principal place of business at 23873 Clinton Keith Road, Suite 201, Wildomar, CA 92595 and Lance, Soll and Lunghard, a Corporation, with its principal place of business at 203 N. Brea Blvd., Suite 203, Brea, CA 92821 ("Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

**2. RECITALS.**

2.1 City. City is a municipal corporation organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose.

2.2 Consultant. Consultant desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing Auditing services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.3 Project. City desires to engage Consultant to render such services for the Annual Audit project ("Project") as set forth in this Agreement.

**3. TERMS.**

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional Auditing consulting services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from April 11, 2012 to December 31, 2013, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

### 3.2 Responsibilities of Consultant.

#### 3.2.1 Control and Payment of Subordinates; Independent Contractor.

The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, City shall respond to Consultant's submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: Rich Kikuchi, Partner.

3.2.5 City's Representative. The City hereby designates Gary Nordquist, Assistant City Manager, or his designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.6 Consultant's Representative. Consultant hereby designates Rich Kikuchi, Partner, or his designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

### 3.2.10 Insurance.

3.2.10.1 Time for Compliance. Consultant shall not commence the Services under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this section.

3.2.10.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subcontractors. Consultant shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability:* Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability:* Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability:* One Million Dollars (\$1,000,000) per occurrence, \$5,000 medical per occurrence, and \$2,000,000 per policy aggregate for bodily injury, personal injury and property damage. (2) *Automobile Liability:* \$1,000,000 per accident for bodily injury and property damage. A combined single limit policy with aggregate limits in an amount of not less than \$2,000,000 shall be considered equivalent to the said required minimum limits set forth above. (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation as required by the Labor Code of the State of California and Employers Liability limits of not less than \$1,000,000 per accident.

3.2.10.3 Professional Liability: \$1,000,000 per claim and \$2,000,000 aggregate. As an alternative, Consultant may maintain in full force during the terms of this Agreement, professional liability insurance coverage not less than \$1,000,000 per claim and \$1,000,000 annual aggregate, provided Consultant and Consultant's insurance carrier both provide to City a written statement to the effect that there are no known claims, reserves or circumstances that might impair the annual aggregate amount of Consultant's professional liability policy

3.2.10.4 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall be endorsed to state that: (1) the City, its directors, officials, officers, employees, agents

and volunteers shall be covered as additional insureds with respect to the Services or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(B) Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the City, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents and volunteers.

3.2.10.5 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents and volunteers.

3.2.10.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Consultant shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its directors, officials, officers, employees, agents and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.2.10.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the City.

3.2.10.8 Verification of Coverage. Consultant shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.11 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

### 3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed Twenty One Thousand One Hundred Twenty Three (\$21,123.00) without written approval of City Manager. Extra Work may be authorized, as described below; and if authorized, said Extra Work will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to City an itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within forty-five (45) days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means

any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.3.5 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Sections 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is One Thousand Dollars (\$1,000) or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees, volunteers and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

#### 3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

#### 3.5 General Provisions.

##### 3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be

required to provide such documents and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

<u>City</u>	<u>Consultant</u>
City of Wildomar	Lance, Soll & Lunghard, LLP
23873 Clinton Keith Road	203 North Brea Blvd.
Suite 201	Suite 203
Wildomar, CA 92595	Brea, California 92821
Attn: Gary Nordquist	Attn: Rich Kikuchi

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

### 3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, including, without limitation, any Computer Aided Design and Drafting ("CADD") data, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents, Data, and Software solutions the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents & Data or Software at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk. Any CADD data delivered to City shall not include the professional stamp or signature of an engineer, architect, or any other licensed professional, but shall be followed with a hard copy with such stamp or signature.

3.5.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data,

written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.5.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.5 Attorney's Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.5.6 Indemnification.

3.5.6.1 Standard Indemnification. Consultant shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions or willful misconduct of Consultant, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages and attorney's fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its directors, officials, officers, employees, agents or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse City and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents or volunteers.

3.5.6.2 Indemnification Related to Design Professional Services. The indemnification language above shall apply except as to design professional services, as defined in Civil Code section 2782.8, including any architect, landscape architect, and engineer or land surveyor services, provided pursuant to this Agreement. As to such Services, to the fullest extent permitted by law, Consultant shall defend,

indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or relating to any negligence, recklessness, or willful misconduct of Consultant, its officials, officers, employees, agents, consultants, and contractors arising out of or in connection with the performance of the Consultant's Services, including without limitation the payment of all consequential damages and attorney's fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its directors, officials, officers, employees, agents or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse City and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents or volunteers.

3.5.7 Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.

3.5.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County.

3.5.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.10 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.5.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

3.5.12 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subcontractors of Consultant, except as otherwise

specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.5.14 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppels, or otherwise.

3.5.16 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.19 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of any City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.5.20 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5.21 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.22 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.6 Subcontracting.

3.6.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

**CITY OF WILDOMAR**

**LANCE, SOLL & LUNGHARD, LLP:**

By: \_\_\_\_\_  
Frank Oviedo  
City Manager

By: \_\_\_\_\_  
NAME:  
TITLE:

*Attest:*

*Attest:* <sup>1</sup>

By: \_\_\_\_\_  
Debbie A. Lee  
City Clerk

By: \_\_\_\_\_  
NAME:  
TITLE:

*Approved as to form:*

\_\_\_\_\_  
Thomas Jex  
City Attorney

<sup>1</sup> Attestation of Consultant's signature must be obtained when required by the by-laws, articles of incorporation or other laws, rules or regulations applicable to Consultant's business entity.

## EXHIBIT "A"

### SCOPE OF SERVICES

The City of Wildomar desires a Comprehensive Annual Financial Report (CAFR) to be prepared by the independent auditor and be fully compliant for GASB 34 for the fiscal years ending June 30, 2012 and June 30, 2013.

The City will be planning to submit the CAFR to the Government Finance Officers Association (GFOA) for review in their Certificate of Achievement for Excellence in Financial Reporting program.

#### **The independent auditor will be required to perform the following tasks:**

1. The audit firm will perform an audit of all funds of the City of Wildomar. The audit will be conducted in accordance with auditing standards generally accepted in the United States of America and *Government Auditing Standards*, issued by the Comptroller of the United States. The City's Comprehensive Annual Financial Report (CAFR) will be prepared and word processed by the audit firm. The CAFR will be in full compliance with GASB 34. The audit firm will render their auditors' report on the basic financial statements which will include both Government-Wide Financial Statements and Fund Financial Statements. The audit firm will also apply limited audit procedures to Management's Discussion and Analysis (MD&A) and required supplementary information pertaining to the General Fund and each major fund of the City.
2. The audit firm will perform a single audit on the expenditures of federal grants in accordance with OMB Circular A-133 (if applicable) and render the appropriate audit reports on Internal Control over Financial Reporting based upon the audit of the City's financial statements in accordance with *Government Auditing Standards* and the appropriate reports on compliance with Requirements Applicable to each Major Program, Internal Control over Compliance and on the Schedule of Expenditures of Federal Awards in Accordance with OMB Circular A-133. The single audit report will include appropriate schedule of expenditures of federal awards, footnotes, findings and questioned costs, including reportable conditions and material weaknesses, and follow up on prior audit findings where required.
3. The audit firm shall perform agreed-upon auditing procedures pertaining to the City's GANN Limit (Appropriations Limit) and render a letter annually to the City regarding compliance.
4. The audit firm shall issue a separate "management letter" that includes recommendations for improvements in internal control, accounting procedures and other significant observations that are considered to be non-reportable conditions. Management letters shall be addressed to the City Manager.
5. The audit firm shall prepare the Annual State Controller's Reports for the City of Wildomar as well as the Annual Street Report.

**EXHIBIT "B"**

**SCHEDULE OF SERVICES**

April 11, 2012 thru December 31, 2013

Or

Completion of FY 2012/13 CAFR

**EXHIBIT "C"**  
**COMPENSATION**

Fiscal Year 2011/12 Reports.....\$10,304  
Fiscal Year 2012/13 Reports.....\$10,819

Total Cost

Summary of Costs \$21,123

**CITY OF WILDOMAR – CITY COUNCIL**  
**Agenda Item #1.7**  
**CONSENT CALENDAR**  
**Meeting Date: April 11, 2012**

---

**TO:** Mayor and City Council Members

**FROM:** Paula Willette, Community Services Director

**SUBJECT:** Memorandum of Understanding (MOU) with Riverside County for one Mass Care Shelter Trailer

**STAFF REPORT**

**RECOMMENDATION:**

Staff recommends that the City Council approve entering into a MOU with Riverside County for one additional fully stocked Mass Care and Shelter Trailer.

**DISCUSSION:**

The County of Riverside, Fire Department, representing the Riverside County Operational Area has secured Homeland Security Grant Funding to purchase and outfit the City with a 100 person mass care and shelter trailer. The trailer is to be available for use to respond to and recover from any catastrophic emergency within the City and County. The term of the MOU shall remain in effect for a period of seven years. At the end of that period the trailer will be the sole property of the City and can be used as needed.

**FISCAL IMPACT:**

California Department of Motor Vehicles registration fee of \$56 for five years.

Submitted by:  
Paula Willette  
Community Services Director

Approved by:  
Frank Oviedo  
City Manager

**ATTACHMENT A:**

Memorandum of Understanding

# **Attachment**

# **A**



**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**COUNTY OF RIVERSIDE,  
ON BEHALF OF ITS FIRE DEPARTMENT,  
OFFICE OF EMERGENCY SERVICES**

**and the**

**CITY OF WILDOMAR**

**Table of Contents**

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**Attachments:**

Attachment 1 - Office of Justice Programs Financial Guide 2005 – Part III Chapter 6

Attachment 2 - OMB Circular A87, Attachment B Selected Items of Cost, Section 15

MEMORANDUM OF UNDERSTANDING

BETWEEN

COUNTY OF RIVERSIDE  
AND THE CITY OF WILDOMAR

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made and entered into as of this first day of September 2011, by and between the County of Riverside, on behalf of its Fire Department, Office of Emergency Services, a political subdivision of the State of California, hereinafter referred to as "OES", representing the Riverside County Operational Area, and the City of Wildomar, hereinafter referred to as "City". City and OES will sometimes collectively be hereinafter referred to as the "Parties".

RECITALS

WHEREAS, the County of Riverside, Fire Department, representing the Riverside County Operational Area, has secured Homeland Security Grant Funding from the State of California Emergency Management Agency, to purchase and outfit unincorporated county areas and each city within the county, with one hundred person mass care and shelter trailers ("Trailers"); and

WHEREAS, the acquisition of these Trailers and equipment will assist each city in their pursuit to enhance their mass care and sheltering capabilities to better protect against, respond to and recover from catastrophic emergencies; and

WHEREAS, the Parties desire to enter into this MOU to provide the terms and conditions for each city that receives a Trailer under this grant funding program;

NOW, THEREFORE, the parties hereto agree as follows:

I. PURPOSE.

The purpose of this MOU is to: 1) document the transfer of ownership of ~~one (1)~~ trailer(s) from OES to the City of Wildomar; and 2) obligate and document the acknowledgement of the City to adhere to Office of Justice Programs Financial Guide 2005 – Part III Chapter 6 (Attachment 1) and the State OMB Circular A-87, Attachment B, Selected Items of Cost, Section 15 "Equipment and Other Capital Expenditures," (Attachment 2).

II. BACKGROUND.

In 2008, emergency managers within the Riverside County Operational Area (OA) identified significant preparedness shortfalls with regard to their ability to properly shelter one-tenth of the overall population as suggested by federal standards. Because of this shortfall, OES has secured Homeland Security grant funding for Fiscal Year 2009 and Fiscal Year 2010 to outfit each city and portions of the county unincorporated areas with one hundred person mass care and shelter trailers. Securing such trailers will pave the way for enhanced mass care and shelter capabilities in Riverside County.

III. TERMS AND CONDITIONS.

A. MOU MODIFICATION PROCESS.

After execution of this MOU, any and all requests for modifications to this MOU shall be made in writing to: Riverside County Fire Department Office of Emergency

Services (OES) at 4080 Lemon Street, Basement Room 8, Riverside, CA 92501 Attn. Peter Lent, Deputy Director. OES reserves the right to deny, edit or accept requests for modifications. OES reserves the right to amend the terms of this MOU if required to remain in compliance with federal or state grant requirements. The City shall be notified at least thirty business days in advance of any potential revisions to the terms of this MOU.

B. TERM OF MOU.

The terms of this MOU shall remain in effect for a period of seven years from the date of the signing of this document by all involved parties. Over the course of this MOU, the City agrees to utilize the Trailer solely for its intended purpose of mass care and shelter.

C. RESPONSIBILITIES/OBLIGATIONS.

By accepting the Trailer(s), City of Wildomar, hereby agrees to accept and uphold the following responsibilities and obligations during the term of this MOU:

- 1) Store the Trailer in a secured area. The City will be responsible to determine the location and the type(s) of security to be used to secure the Trailer.
- 2) City shall be responsible for all costs associated with maintaining the trailer to lawfully operate and transport the trailer, including payment of the initial and annual California Department of Motor Vehicles registration fees and coverage. Insurance can be provided either by a specific insurance policy for the equipment or by a program of self-insurance.
- 3) City must utilize at least a three quarter-ton pickup truck or greater to tow the vehicle.
- 4) Replace any lost, stolen, damaged or used items with equivalent items within a reasonable timeframe not to exceed sixty (60) days from the date of loss or use. If the Trailer incurs any damage or theft during the period of this MOU, the City agrees to replace the Trailer and/or all of its contents with equivalent items and return the Trailer to the same level of supplies and conditioning as to which they were before the theft, damage or use occurred. This requirement shall apply to the Trailer and all of the components within the Trailer including all equipment and supplies.
- 5) Shall not mark, sticker, wrap or otherwise alter the appearance of the Trailer by adding their City logo or other identifying emblems, logos, or lettering. City agrees to leave the sticker identifier on the Trailer that will be on the Trailer at the time of delivery. This three inch block-style numbering shall remain in place for the duration of this MOU. City also agrees to utilize the original lock and keys, for all locks and keys on or in the Trailer, which will be provided with the Trailer at time of delivery.
- 6) Maintain all necessary components to keep the Trailer and all equipment in working order during the term of this MOU, up to and including but not limited to: tires, batteries, solar panels, regular

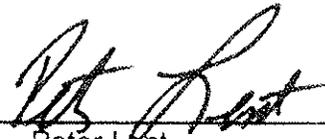
military cots, enhanced functional needs cots, disposable blankets, light switches, manual vent fans, rolling carts and doors.

- 7) As required by the grant, the City agrees to allow the Trailer(s) to be utilized by other jurisdictions if requested through appropriate Mutual Aid channels. The City understands and agrees that if the Trailer is requested as a Mutual Aid resource, that the requesting jurisdiction will be responsible to pick up, re-stock and return the Trailer to the City within sixty days (60) of the end of the incident for which the Trailer/resource was requested, in its original condition.
  
- 8) Comply with all the requirements of the Office of Justice Programs Financial Guide 2005 – Part III Chapter 6 (Attachment 1) and the State OMB Circular A-87, Attachment B, Selected Items of Cost, Section 15 "Equipment and other Capital Expenditures"(Attachment 2).

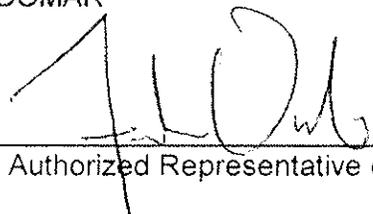
IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement.

DATED: 9.21.11

COUNTY OF RIVERSIDE

By:   
Peter Lent  
Deputy Director

CITY OF WILDOMAR

Signed:   
Authorized Representative of the City

# **ATTACHMENT 1**

**OFFICE of JUSTICE PROGRAMS  
FINANCIAL GUIDE 2005 – PART III  
CHAPTER 6**

## Chapter 6: Property and Equipment

### HIGHLIGHTS OF CHAPTER:

- Acquisition of Property and Equipment
- Screening
- Loss, Damage, or Theft of Equipment
- Equipment Acquired with Crime Control Act Block/Formula Funds (BJA)
- Equipment Acquired with Juvenile Justice Act (OJJDP) Formula and Victims of Crime Act (OVC) Assistance (Formula) Funds
- Equipment and Non-Expendable Personal Property Acquired with Discretionary Funds
- Real Property Acquired with Formula Funds
- Real Property Acquired with Discretionary Funds
- Federal Equipment
- Replacement of Property (Equipment and Non-Expendable Personal Property)
- Retention of Property Records
- Supplies
- Copyrights
- Patents, Patent Rights, and Inventions

## ACQUISITION OF PROPERTY AND EQUIPMENT

Recipients/subrecipients are required to be prudent in the acquisition and management of property with Federal funds. Expenditure of funds for the acquisition of new property, when suitable property required for the successful execution of projects is already available within the recipient or subrecipient organization will be considered an unnecessary expenditure.

NOTE: Equipment purchased using funds made available under Federal grants shall be year 2000 compliant and shall be able to process all time/date data after December 31, 1999.

## SCREENING

Careful screening should take place before acquiring property in order to ensure that it is needed, with particular consideration given to whether equipment already in the possession of the recipient/subrecipient organization can meet identified needs. While there is no prescribed standard for such review, recipient/subrecipient procedures may establish levels of review dependent on factors such as the cost of the proposed equipment and the size of the recipient or subrecipient organization.

The establishment of a screening committee may facilitate the process; however, a recipient or subrecipient may utilize other management techniques which it finds effective as a basis for determining that the property is needed and that it is not already available within the recipient's organization.

The awarding agency's program monitors must ensure that the screening referenced above takes place and that the recipient/subrecipient has an effective system for property management.

Recipients/subrecipients are hereby informed that if the awarding agency is made aware that the recipient/subrecipient does not employ an adequate property management system, project costs associated with the acquisition of the property may be disallowed.

## LOSS, DAMAGE, OR THEFT OF EQUIPMENT

Recipients/subrecipients are responsible for replacing or repairing the property which is willfully or negligently lost, stolen, damaged, or destroyed. Any loss, damage, or theft of the property must be investigated and fully documented and made part of the official project records.

## EQUIPMENT ACQUIRED WITH CRIME CONTROL ACT BLOCK/FORMULA FUNDS (BJA)

Equipment acquired shall be managed to ensure that the equipment is used for criminal justice purposes. Standards and procedures governing ownership, use, management, and disposition are as follows.

1. **Title.** The Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC §3789, *et seq.*, Section 808, requires that the title to all equipment and supplies purchased with funds made available under the Crime Control Act shall vest in the criminal justice agency or non-profit organization that purchased the property, if it provides written certification to the State

office that it will use the property for criminal justice purposes. If such written certification is not made, title to the property shall vest in the State office, which shall seek to have the equipment and supplies used for criminal justice purposes elsewhere in the State prior to using it or disposing of it in any other manner.

2. **Use and Management.** A subrecipient or State shall use and manage equipment in accordance with its procedures as long as the equipment is used for criminal justice purposes.
3. **Disposition.** When equipment is no longer needed for criminal justice purposes, a State shall dispose of equipment (for both the State and subrecipients), in accordance with State procedures, with no further obligation to the awarding agency.

#### **EQUIPMENT ACQUIRED WITH JUVENILE JUSTICE ACT (OJJDP) FORMULA AND VICTIMS OF CRIME ACT (OVC) ASSISTANCE (FORMULA) FUNDS**

Equipment acquired under an award shall be managed to ensure that the equipment is used for criminal justice purposes. Standards and procedures governing ownership, use, management, and disposition are as follows.

1. **Title.** Title to equipment acquired under an award or subaward will vest upon acquisition in the recipient or subrecipient subject to the obligations and conditions set forth in 28 CFR Part 66.
2. **Use.**
  - a. A State shall use equipment acquired under an award in accordance with State laws and procedures. The awarding agency encourages the States to follow the procedures set forth in this Guide.
  - b. Other government recipients and subrecipients shall use equipment in accordance with the following requirements:
    - (1) Equipment must be used by the recipient or subrecipient in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by Federal funds. When no longer needed for the original program or project, the equipment may be used in other activities currently or previously supported by a Federal agency.
    - (2) The recipient or subrecipient shall also make equipment available for use on other projects or programs currently or previously supported by the Federal government, providing such use does not interfere with the work on the projects or programs for which it was originally acquired. First preference for other use shall be given to other programs or projects supported by the awarding agency. User fees should be considered and treated as program income to the project, if appropriate.
    - (3) Notwithstanding program income, the recipient or subrecipient shall not use equipment acquired with funds to provide services for a fee to compete unfairly with private companies that provide equivalent services, unless specifically permitted or contemplated by Federal statute.

- (4) When acquiring replacement equipment, recipients or subrecipients may use the equipment to be replaced as a trade-in or sell the equipment and use the proceeds to offset the cost of the replacement equipment, subject to the written approval of the awarding agency.

3. **Management.**

- a. A State shall manage equipment acquired under an award to the State in accordance with State laws and procedures.
- b. Other government recipient and subrecipient procedures for managing equipment (including replacement), whether acquired in whole or in part with project funds, will, at a minimum, meet the following requirements:

(1) Property records must be maintained which include:

- (a) Description of the property;
- (b) Serial number or other identification number;
- (c) Source of the property;
- (d) Identification of title holder;
- (e) Acquisition date;
- (f) Cost of the property;
- (g) Percentage of Federal participation in the cost of the property;
- (h) Location of the property;
- (i) Use and condition of the property; and
- (j) Disposition data, including the date of disposal and sale price.

- (2) A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.

(3) A control system must exist to ensure adequate safeguards to prevent:

- (a) Loss;
- (b) Damage; or
- (c) Theft of the property.

Any loss, damage, or theft shall be investigated by the recipient and subrecipient, as appropriate.

- (4) Adequate maintenance procedures must exist to keep the property in good condition.
- (5) If the recipient or subrecipient is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

**4. Disposition.**

- a. A State recipient shall dispose of its equipment acquired under an award to the State in accordance with State laws and procedures.
- b. Other government recipients and subrecipients shall dispose of the equipment when original or replacement equipment acquired under the award or subaward is no longer needed for the original project or program, or for other activities currently or previously supported by a Federal agency. Disposition of the equipment will be made as follows:
  - (1) Items with a current per unit fair market value of less than \$5,000 may be retained, sold, or otherwise disposed of with no further obligation to the awarding agency.
  - (2) Items with a current per unit fair market value in excess of \$5,000 may be retained or sold, and the awarding agency shall have a right to an amount calculated by multiplying the current market value or proceeds from sale by the awarding agency's share of the equipment. Seller is also eligible for sale costs.
  - (3) In cases where a recipient or subrecipient fails to take appropriate disposition actions, the awarding agency may direct the recipient or subrecipient to take other disposition actions.

**EQUIPMENT AND NON-EXPENDABLE PERSONAL PROPERTY ACQUIRED WITH DISCRETIONARY FUNDS**

- 1. **Title.** Title to equipment acquired with Federal funds will vest upon acquisition in the recipient subject to the obligations and conditions set forth in 28 CFR Part 66 for State and local units of government, and in 28 CFR Part 70 for other recipients.
- 2. **Use.** A State shall use equipment acquired under an award by the State in accordance with State laws and procedures.

Local government recipients shall use equipment in accordance with the requirements contained in the section "EQUIPMENT ACQUIRED WITH JUVENILE JUSTICE ACT (OJJDP) FORMULA AND VICTIMS OF CRIME ACT (OVC) ASSISTANCE (FORMULA) FUNDS."

Other recipients shall use non-expendable personal property in the project or program for which it was acquired as long as needed, whether or not the project or program continues to be supported by Federal funds. When no longer needed for the original project or program, the recipients shall use the non-expendable personal property in connection with its other Federally-sponsored activities in the following order of priority:

- a. Other projects of the awarding agency needing the property.

- b. Grants of a State needing the property.
- c. Projects of other Federal agencies needing the property.

### 3. Management.

- a. A State shall manage its equipment acquired under an award in accordance with State laws and procedures.
- b. Local government recipients and subrecipients shall manage equipment in accordance with requirements stated in the section "EQUIPMENT ACQUIRED WITH JUVENILE JUSTICE ACT (OJJDP) FORMULA AND VICTIM OF CRIME ACT (OVC) ASSISTANCE (FORMULA) FUNDS."
- c. Other recipients' property management standards for non-expendable personal property shall include the following procedural requirements:
  - (1) Property records shall be maintained accurately and include:
    - (a) A description of the property;
    - (b) Manufacturer's serial number, model number, Federal stock number, or other identification number;
    - (c) Source of the property, including the award number;
    - (d) Whether title vests in the recipient or the Federal government;
    - (e) Acquisition date (or date received, if the property was furnished by the Federal government) and cost;
    - (f) Percentage (at the end of the budget year) of Federal participation in the cost of the project or program for which the property was acquired (not applicable to property furnished by the Federal government);
    - (g) Location, use, and condition of the property at the date the information was reported;
    - (h) Unit acquisition cost; and
    - (i) Ultimate disposition data, including date of disposal and sales price or the method used to determine current fair market value where a recipient compensates the Federal-sponsoring agency for its share.
  - (2) A physical inventory of property shall be taken and the results reconciled with the property records at least once every two years. Any differences between quantities determined by the physical inspection and those shown in the accounting records shall be investigated to determine the causes of the difference. The recipient shall, in connection with the inventory, verify the existence, current utilization, and continued need for the property.

- (3) A control system shall be in effect to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft of non-expendable property shall be investigated and fully documented. If the property was owned by the Federal government, the recipient shall promptly notify the Federal agency.
  - (4) Adequate maintenance procedures shall be implemented to keep the property in good condition.
  - (5) Where the recipient is authorized or required to sell the property, proper sales procedures shall be established which would provide for competition to the extent practicable and result in the highest possible return.
4. **Disposition.**
- a. A State shall dispose of its equipment acquired under the award by the State in accordance with State laws and procedures.
  - b. Local government recipients and subrecipients shall follow the disposition requirements in the section "EQUIPMENT ACQUIRED WITH JUVENILE JUSTICE ACT (OJJD) FORMULA AND VICTIM OF CRIME ACT (OVC) ASSISTANCE (FORMULA) FUNDS."
  - c. Other recipients shall adhere to the following disposition requirements for non-expendable personal property:
    - (1) A recipient may use non-expendable personal property with a fair market value of less than \$5,000 for other activities without reimbursement to the Federal government, or may sell the property and retain the proceeds.
    - (2) A recipient may retain non-expendable personal property with a fair market value of \$5,000 or more for other uses provided that compensation is made to the awarding agency or its successor. The amount of compensation shall be computed by applying the percentage of Federal participation in the cost of the original project or program to the current fair market value of the property. If the recipient has no need for the property and the property has further use value, the recipient shall request disposition instructions from the awarding agency. The awarding agency shall determine whether the property can be used to meet the agency's requirements. If no requirement exists within that agency, the availability of the property shall be reported to the General Services Administration by the Federal agency to determine whether a requirement for the property exists in other Federal agencies. The awarding agency shall issue instructions to the recipient no later than 120 days after the recipient's request, and the following procedures shall govern:
      - (a) If so instructed, or if disposition instructions are not issued within 120 calendar days after the recipient's request, the recipient shall sell the property and reimburse the awarding agency an amount computed by applying to the sales proceeds the percentage of Federal participation in the cost of the grant. However, the recipient shall be permitted to deduct and retain from the Federal share \$100 or

10 percent of the proceeds, whichever is greater, for the recipient's selling and handling expenses.

(b) If the recipient is instructed to ship the property to other agencies needing the property, the recipient shall be reimbursed by the benefiting Federal agency with an amount computed by applying the percentage of the recipient's participation in the cost of the project or program to the current fair market value of the property, plus any reasonable shipping or interim storage costs incurred.

(c) If the recipient is instructed to otherwise dispose of the property, the recipient shall be reimbursed by the awarding agency for such costs incurred in its disposition.

5. **Transfer of Title.** The awarding agency may reserve the right to transfer title to property acquired with Federal funds that have a fair market value of \$5,000 or more to the Federal government or a third party named by the awarding agency, when such a third party is otherwise eligible under existing statutes. Such transfers are subject to the following standards:
- a. The property must be identified in the award or otherwise made known to the recipient in writing.
  - b. The awarding agency shall issue disposition instructions within 120 calendar days after the end of the Federal support of the project for which it was acquired. If the awarding agency fails to issue disposition instructions within the 120 calendar day period, the recipient shall follow standards set in 28 CFR Parts 66 and 70.
  - c. When title to property is transferred, the recipient shall be paid an amount calculated by applying the percentage of participation in the purchase to the current fair market value of the property.

#### REAL PROPERTY ACQUIRED WITH FORMULA FUNDS

1. **Land Acquisition.** Block/formula funds CANNOT be used for land acquisition.
2. **Title.** Subject to the obligations and conditions set forth in the award, title to real property acquired under an award or subaward vests, upon acquisition, in the recipient or subrecipient.
3. **Use of Real Property.** The recipient and its subrecipients may use real property acquired, in whole or in part, with Federal funds for the authorized purposes of the original grant or subaward as long as needed for that purpose. The subrecipients shall maintain an inventory report which identifies real property acquired, in whole or in part, with block or formula funds. The recipient or subrecipient shall not dispose of or encumber its title or other interests.
4. **Disposition.** The subrecipient shall obtain approval for the use of the real property in other projects when the subrecipient determines that the real property is no longer needed for the original grant purposes. Use in other projects shall be limited to those under other Federally-sponsored projects or programs that have purposes consistent with those authorized for support by the State. When the real property is no longer needed as provided above, the

subrecipient shall request disposition instructions from the State. The State shall exercise one of the following:

- a. Direct the real property to be transferred to another subrecipient or a criminal justice activity needing the property, provided that use of such real property is consistent with those objectives authorized for support by the State.
- b. Return all real property furnished or purchased wholly with Federal funds to the control of the awarding agency. In the case of real property purchased in part with Federal funds, the subrecipient may be permitted to retain title upon compensating the awarding agency for its fair share of the property. The Federal share of the property shall be computed by applying the percentage of the Federal participation in the total cost of the project for which the property was acquired to the current fair market value of the property. In those instances where the subrecipient does not wish to purchase real property originally purchased in part with Federal funds, disposition instructions shall be obtained from the awarding agency.

#### **REAL PROPERTY ACQUIRED WITH DISCRETIONARY FUNDS**

1. **Land Acquisition.** Discretionary funds CANNOT be used for land acquisition.
2. **Title.** Subject to obligations and conditions set forth in 28 CFR Parts 66 and 70, title to real property acquired under an award vests upon acquisition with the recipient.
3. **Use of Property.** The use of property by the recipient is subject to the same principles and standards as outlined for property acquired with formula funds.
4. **Disposition.** The recipient shall follow the same principles and standards as outlined for subrecipients, except the recipient shall request disposition instructions from the Federal agency, not the State.
5. **Transfer of Title.** With regard to the transfer of title to the awarding agency or to a third party designated/approved by the awarding agency, the recipient or subrecipient shall be paid an amount calculated by applying the recipient's or subrecipient's percentage of participation in the purchase of the real property to the current fair market value of the property.

#### **FEDERAL EQUIPMENT**

In the event a recipient or subrecipient is provided Federally-owned equipment, the following requirements apply:

1. **Title** remains vested in the Federal government.
2. **Recipients or subrecipients shall manage the equipment** in accordance with the awarding agency's rules and procedures and submit an annual inventory listing.
3. **When the equipment is no longer needed,** the recipient or subrecipient shall request disposition instructions from the awarding agency.

### REPLACEMENT OF PROPERTY (EQUIPMENT AND NON-EXPENDABLE PERSONAL PROPERTY)

When an item of property is no longer efficient or serviceable but the recipient/subrecipient continues to need the property in its criminal justice system, the recipient/subrecipient may replace the property through trade-in or sale and subsequent purchase of new property, provided the following conditions are met:

1. **Similar Function.** Replacement property must serve the same function as the original property and must be of the same nature or character, although not necessarily of the same grade or quality.
2. **Credits.** Value credited for the property, if the property is traded in, must be related to its fair market value.
3. **Time.** Purchase of replacement property must take place soon enough after the sale of the property to show that the sale and the purchase are related.
4. **Compensation.** When acquiring replacement property, the recipient/subrecipient may use the property to be replaced as a trade-in or the proceeds from the sale of the property to offset the cost of the new property.
5. **Prior Approval.** State subrecipients shall obtain the written permission of the State to use the provisions of this section prior to entering into negotiation for the replacement or trade-in of property.

### RETENTION OF PROPERTY RECORDS

Records for equipment, non-expendable personal property, and real property shall be retained for a period of three years from the date of the disposition or replacement or transfer at the discretion of the awarding agency. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigations, claims, or audit findings involving the records have been resolved.

### SUPPLIES

1. **Title.** Title to supplies acquired under an award or subaward vests, upon acquisition, in the recipient or subrecipient, respectively.
2. **Disposition.** If there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate fair market value upon termination or completion of the funding support and the supplies are not needed for any other Federally-sponsored programs or projects, the recipient or subrecipient shall compensate the awarding agency for its share. The amount of compensation shall be computed in the same manner as for non-expendable personal property or equipment.

### **COPYRIGHTS**

The awarding agency reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes:

1. The copyright in any work developed under an award or subaward; and
2. Any rights of copyright to which a recipient or subrecipient purchases ownership with support.

### **PATENTS, PATENT RIGHTS, AND INVENTIONS**

If any program produces patentable items, patent rights, processes, or inventions, in the course of work sponsored by the Federal award or subaward funds, such facts must be promptly and fully reported to the awarding agency. Unless there is a prior agreement between the recipient and the awarding agency on disposition of such items, the awarding agency shall determine whether protection on the invention or discovery shall be sought. The awarding agency will also determine how rights in the invention or discovery (including rights under any patents issued thereon) shall be allocated and administered in order to protect the public interest consistent with "Government Patent Policy" (President's Memorandum for Heads of Executive Departments and Agencies, dated August 23, 1971, and statement of Government Patent Policy, as printed in 36 FR 16839). Government-wide regulations have been issued at 37 CFR Part 401 by the Department of Commerce.

# **ATTACHMENT 2**

## **OMB A87 ATTACHMENT B SELECTED ITEMS OF COST SECTION 15**

### **“EQUIPMENT & OTHER CAPITAL EXPENDITURES”**

Only the pertinent portions of this document have been included as an attachment to  
this MOU

b. Donated services received:

(1) Donated or volunteer services may be furnished to a governmental unit by professional and technical personnel, consultants, and other skilled and unskilled labor. The value of these services is not reimbursable either as a direct or indirect cost. However, the value of donated services may be used to meet cost sharing or matching requirements in accordance with the Federal Grants Management Common Rule.

(2) The value of donated services utilized in the performance of a direct cost activity shall, when material in amount, be considered in the determination of the governmental unit's indirect costs or rate(s) and, accordingly, shall be allocated a proportionate share of applicable indirect costs.

(3) To the extent feasible, donated services will be supported by the same methods used by the governmental unit to support the allocability of regular personnel services.

13. Employee morale, health, and welfare costs.

a. The costs of employee information publications, health or first-aid clinics and/or infirmaries, recreational activities, employee counseling services, and any other expenses incurred in accordance with the governmental unit's established practice or custom for the improvement of working conditions, employer-employee relations, employee morale, and employee performance are allowable.

b. Such costs will be equitably apportioned to all activities of the governmental unit. Income generated from any of these activities will be offset against expenses.

14. Entertainment. Costs of entertainment, including amusement, diversion, and social activities and any costs directly associated with such costs (such as tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities) are unallowable.

15. Equipment and other capital expenditures.

a. For purposes of this subsection 15, the following definitions apply:

(1) "Capital Expenditures" means expenditures for the acquisition cost of capital assets (equipment, buildings, land), or expenditures to make improvements to capital assets that materially increase their value or useful life. Acquisition cost means the cost of the asset including the cost to put it in place. Acquisition cost for equipment, for example, means the net invoice price of the equipment, including the cost of any modifications, attachments, accessories, or auxiliary apparatus necessary to make it usable for the purpose for which it is acquired. Ancillary charges, such as taxes, duty, protective in transit insurance, freight, and installation may be included in, or excluded from the acquisition cost in accordance with the governmental

**CITY OF WILDOMAR – CITY COUNCIL**  
**Agenda Item #2.1**  
**PUBLIC HEARING**  
**Meeting Date: April 11, 2012**

---

**TO:** Mayor and City Council Members  
**FROM:** Gary Nordquist, Assistant City Manager  
**SUBJECT:** User Fees Review (Continued from February 8, 2012)

**STAFF REPORT**

**RECOMMENDATION:**

Staff recommends the City Council continue this item to the June 13, 2012 meeting.

**BACKGROUND:**

At the July 1, 2008 meeting the City Council adopted Resolution 08-30 which provided for “... *continuing the levy and collection of previously authorized charges, fees, assessments and taxes*” which Riverside County had been processing. Since that resolution adoption, the Council has reviewed some of the fees and charges on several occasions to reflect the needs and services provided to Wildomar residents and businesses. This review is a continuation of that update process as the City transitioned from County governance.

**DISCUSSION:**

The scope of this project recently increased to offer additional public input opportunities to the development process of this report. Revising the Public Hearing schedule to the June 13, 2012 City Council meeting would be consistent with the increased project scope timeline.

**FISCAL IMPACT:**

None associated with this report.

Submitted by:  
Gary Nordquist  
Assistant City Manager

Approved by:  
Frank Oviedo  
City Manager

**CITY OF WILDOMAR – CITY COUNCIL**  
**Agenda Item #2.2**  
**PUBLIC HEARING**  
**Meeting Date: April 11, 2012**

---

**TO:** Mayor and City Council Members

**FROM:** Matthew C. Bassi, Planning Director

**SUBJECT:** Zoning Ordinance Amendment No. 11-03 - City Initiated Zoning Ordinance Amendment to Allow Nano and Micro-Craft Manufacturing Brewers as a Permitted Use (Continued from 03-14-12)

**STAFF REPORT**

**RECOMMENDATION:**

Staff recommends that the City Council allow for an opportunity for public comment (if any), close the public hearing and table Zoning Ordinance Amendment No. 11-03.

**DISCUSSION**

This item was first presented to the Council at the March 14, 2012 Council meeting. Prior to consideration by the Council, the City Attorney recommended that the item be continued so staff could review the two letters received at the meeting that were contesting the CEQA review and analysis that staff prepared. The City Council opened the public hearing, took testimony and then voted to keep the public hearing open and continue the matter to the City Council meeting of April 11, 2012.

Based on staff's review of these letters, and consulting with the City Attorney's office, staff is recommending that the City Council allow for an opportunity for public comment (if any), close the public hearing and then table the proposed zoning ordinance amendment.

Submitted by:  
Matthew C. Bassi  
Planning Director

Approved by:  
Frank Oviedo  
City Manager

**CITY OF WILDOMAR – CITY COUNCIL**  
**Agenda Item #3.1**  
**GENERAL BUSINESS**  
**Meeting Date: April 11, 2012**

---

**TO:** Mayor and City Council Members  
**FROM:** Tim D’Zmura, Public Works Director  
**SUBJECT:** Clinton Keith Interchange Construction Project Update

**STAFF REPORT**

**RECOMMENDATION:**

Staff recommends that the City Council receive and file this report.

**BACKGROUND:**

Attached is the monthly report for the Clinton Keith Interchange Construction Project.

Submitted by:  
Tim D’Zmura  
Public Works Director

Approved by:  
Frank Oviedo  
City Manager

**ATTACHMENTS:**

Monthly report



# I-15 CLINTON KEITH WIDENING PUBLIC OUTREACH- **STATUS UPDATE/SCHEDULE**



## **PREPARED FOR CITY OF WILDOMAR- CITY COUNCIL**

Public Outreach Update provided by Green Com/Karlie Gray

### **UPCOMING EVENTS/ESTABLISHED MEETINGS:**

- Taskforce- Will reoccur 1st Monday's monthly 9am. Met 4/2/12. Next meeting 5/7/12. Attendees included: Hospital, Fire, PD, AMR, CHP, School District- Transportation
- Business Coordination- 2nd Monday's monthly beginning 9am. Next meeting 4/9/12.
- Community Meetings- 4th Wednesday 6:30pm. Next meeting 4/25/12.
- Attended City of Murrieta- Traffic Coalition Meeting 3/21/12.
- Attended City of Murrieta- City Council Meeting 4/3/12.

### **Groundbreaking/Ribbon Cutting Ceremony:**

- Success! 90 people attended. Photos & Article to be posted on website & social media pages.

### **Project Web PAGE and Social Media:**

- Twitter - [www.twitter.com/clintonkeithic](http://www.twitter.com/clintonkeithic) - Active. Currently only 7 following. Hoping to up this number when construction starts.
- Facebook - [www.facebook.com/clintonkeithic](http://www.facebook.com/clintonkeithic) - Active. Currently 57 'likes'/followers.
- Web page on RCProjects.org - [www.rcprojects.org/clintonkeith](http://www.rcprojects.org/clintonkeith)

### **Public Inquiries:**

- [1-877-672-7765](tel:1-877-672-7765) which will translate to 1-877-6-RC-PROJ.

### **Project Collateral:**

- Green Com provided Project 'roll up'/displays for use at City Hall and various locations.



April 4, 2012



## I-15 CLINTON KEITH WIDENING PUBLIC OUTREACH- **STATUS UPDATE/SCHEDULE**



Construction Update provided by Hill Int'l/Sean Rouhani

The SWPPP just got approved by Caltrans- 4/3/12.

County is loading the SWPPP into the smart system by 4/4/12, a check will be issued to the water board and a WDID number shall be issued. Anticipating 3 to 5 days.

After WDID number the contractor will apply for permit from Caltrans and City of Wildomar.

Contractor has already requested to place the local street sign up. Contractor is in contact with Les Chapman to see if he will be OK w/sign.

CM has asked Caltrans to see if we can place the freeway signs in the meanwhile, ( while awaiting WDID) number since SWPPP has been approved.

The environmental assessment of the project is scheduled to start early next week, 4/9/12 or 4/10/12.

Construction Office has been set up and our inspectors and office engineer will start later this week 4/6/12.

1 submittal has been submitted is in the process of review and approval.

The contractor CPM is due to CM any day and CM will expedite review.

The most difficult part of the start was the SWPPP, which was approved, and is good news.

3-week schedule update is attached.



April 4, 2012







**CITY OF WILDOMAR – COUNCIL**  
**Agenda Item #3.2**  
**GENERAL BUSINESS**  
**Meeting Date: April 11, 2012**

---

**TO:** Mayor and City Council Members  
**FROM:** Paula Willette, Community Services Director  
**SUBJECT:** Tracking Automated and Graffiti Reporting System (TAGRS)

**STAFF REPORT**

**RECOMMENDATION:**

Staff recommends that the City Council approve the use of the TAGRS system for staff to track graffiti incidents.

**BACKGROUND:**

The Tracking Automated and Graffiti Reporting System (TAGRS) is designed for law enforcement and cities to store and track (GPS) graffiti incidents. It is designed to help investigators identify and prosecute graffiti suspects as a shared database among all Law Enforcements.

TAGRS utilizes two main sources for data retrieval. Public Works employees use a Smartphone device to take a picture of the graffiti where the device's internal GPS locks in the coordinates of where the graffiti is located. The employees will also enter data that includes the exact location, amount of damage, date and time discovered and anything significant found at the scene.

The data compiled by Public Works is available in the databases the following day where law-enforcement officials have access to view, edit and update the report with known information, including the moniker and gang or crew affiliation. The photos are used to gather evidence for prosecution and restitution. Once the graffiti suspects' identities are discovered, the information is added to the TAGRS database and may eventually uncover incidents involving the same suspects.

**FISCAL IMPACT:**

There is no fiscal impact to the budget.

Submitted by:  
Paula Willette  
Community Services Director

Approved by:  
Frank Oviedo  
City Manager

**CITY OF WILDOMAR – CITY COUNCIL**  
**Agenda Item #3.3**  
**GENERAL BUSINESS**  
**Meeting Date: March 14, 2012**

---

**TO:** Mayor and City Council Members  
**FROM:** Gary Nordquist, Assistant City Manager  
**SUBJECT:** Public Facility Naming Criteria

**STAFF REPORT**

**RECOMMENDATION:**

Staff recommends that the City Council adopt a Resolution entitled:

RESOLUTION NO. 2012 - \_\_\_\_\_  
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
WILDOMAR, CALIFORNIA, APPROVING A NAMING  
CRITERIA FOR PUBLIC PARKS, FACILITIES AND TRAILS

**BACKGROUND/DISCUSSION:**

While presenting a trail map with recommended trail names at the March 14, 2012 City Council Meeting staff was provided direction to seek a criteria for recommending names for trails. Staff reviewed practices of other cities and has provided the attached proposed naming criteria for City Council review.

**FISCAL IMPACT:**

None

Submitted by:  
Gary Nordquist  
Assistant City Manager

Approved by:  
Frank Oviedo  
City Manager

**ATTACHMENTS:**

Public Facility Naming Resolution

# Attachment

# A

RESOLUTION NO. 2012 - \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
WILDOMAR, CALIFORNIA, APPROVING A NAMING  
CRITERIA FOR PUBLIC PARKS, FACILITIES AND TRAILS**

**WHEREAS**, the City recognizes that it lacks a criteria pertaining to the naming of public parks, facilities and trails; and

**WHEREAS**, the City has determined that It is necessary and proper to establish a criteria for the naming of public parks, facilities and trails; and

**WHEREAS**, the City Council has determined that a criteria for the naming of public parks, facilities and trails would benefit the residents of the City by creating a stronger sense of community; a sense of identity and place; a connection between past and present; and enhancing a sense of history.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WILDOMAR DOES  
HEREBY RESOLVE AS FOLLOWS:**

- Section 1. The City Council of the City of Wildomar finds that the above recitals are true and correct.
- Section 2. The naming criteria for Public Parks, Facilities and Trails, attached as Exhibit A and incorporated herein, is hereby approved.
- Section 3. These Criteria shall be in full force and effect immediately upon its adoption.

PASSED, APPROVED AND ADOPTED this 11th day of April, 2012.

\_\_\_\_\_  
Ben Benoit  
Mayor

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
Thomas D. Jex  
City Attorney

\_\_\_\_\_  
Debbie A. Lee, CMC  
City Clerk

## EXHIBIT A

### NAMING CRITERIA FOR PUBLIC PARKS, FACILITIES AND TRAILS

#### 1. PURPOSE

The purpose of the criteria is to provide guidelines and procedures for the naming of public parks, facilities and trails including, but not limited to:

- Public parks and facilities including buildings, support facilities and recreation facilities; and
- Dedication/memorial objects or symbols including, plaques, living trees, public benches, rocks, memorial flagpoles and sculptures.

This criterion is provided to recognize individuals (deceased or living but retired or professionally/politically in-active) or community organizations (active or non-active) that have made a significant contribution to the City of Wildomar by naming, or possibly renaming, public parks, facilities and trails in their honor.

The naming of these public parks, facilities and trails benefits the residents of the City by:

- Creating a stronger sense of community;
- Promoting a sense of identity and place;
- Providing for a connection between past and present; and
- Enhancing a sense of history in the community.

#### 2. DEFINITIONS

- A. Parks and Park Sites:** Owned and managed by the City, used for public recreation purposes and include developed and undeveloped park areas and designated open space areas.
- B. City Buildings/Facilities:** City owned facilities used to conduct City business. Buildings may include, but are not limited to, City Hall, Fire Stations, Police Stations, Arts Centers, Senior Center, Health & Wellness Center, Teen Center, Aquatics Center, Youth Center, City Council Chambers and Community Meeting Rooms.
- C. Recreation Facilities, Trails & Amenities:** Facilities/amenities that could be located within a public park or part of a facility or a segment/portion of a trail. These include, but are not limited to, athletic fields, gymnasiums, and pavilions, meeting rooms, skate parks, picnic shelters, benches, tennis and basketball courts, playground equipment, golf courses, recreation centers and trails (pedestrian, biking and equestrian).

- D. **Support Facilities:** City owned facilities that are used to support field operations. Support facilities may include such facilities as a Corporation Yard.

### 3. NAMING GUIDELINES AND CONDITIONS:

- A. The criteria set by City Council is provided for naming of public parks, facilities and trails in a manner that will provide an easy and recognizable reference for City residents and visitors.
- B. The naming of a public park, facility and trail may be based on the geographic location of said facility within a specific place, neighborhood, regional area of the City, or the City itself, if the facility is deemed to serve the entire community or the surrounding areas.
- C. The naming of a public park, facility and trail may include a prominent form of topography, a prominent plant, bush or tree and historical (pre-city incorporation, July 1, 2008) precedent.
- D. Individual and organizations that have made contributions of regional or community wide significance may be considered for naming of public parks, facilities and trails that serve the region or community.
- E. Individuals and organizations that have made contributions of area or neighborhood-wide significance may be considered for naming of public parks, facilities and trails that serve areas or neighborhoods within the City, including recreational facilities and amenities within public parks.
- F. Public parks, facilities and trails or portions thereof may be dedicated in memory or honor of, individuals or organizations and are encouraged to be in the form of facility improvements or enhancements.
- G. The naming of a public park, facility and trail shall recognize individuals (deceased or living yet retired or professionally/politically in-active) or community organizations (active or non-active) that have made a significant contribution to the City of Wildomar.
- H. Dedications and Memorials:
- a. Any individual, family, group or organization sponsoring a dedication or memorial must provide sufficient funds to purchase, install, and maintain any plaque or other form of label associated with the recognition. The City will make every effort to preserve any dedication plaque or memorial through regular standard of landscape care. If necessary, due to repair of surrounding areas, construction or redesign of a facility, the dedication or memorial object may be relocated at the City's expense. If the plaque or other dedication object cannot continue to be reasonably maintained, it may be removed by the City and returned to its owner.
  - b. If the dedication includes the gift of a tree or plant, the City will provide its regular standard of landscape care for the tree or plant. If the tree or plant

does not survive, the City is not obligated to provide a replacement. If so, the sponsor must provide sufficient funds to purchase and reinstall said tree or plant.

- c. If the dedication includes the gift of an object (e.g. bench, picnic table, play ground equipment), the City will provide its regular standard of care and maintenance for the object. If the object is damaged due to vandalism; becomes unusable due to age, wear and tear or is stolen, the City is not obligated to replace or repair the object. If so, the sponsor must provide sufficient funds to purchase and re-install said object.

### **3. SPECIFIC NAMING CRITERIA:**

The following criteria must be met when requesting to provide a name for public parks, facilities and trails. No part of these criteria shall conflict with any City ordinance, code or other laws and regulations.

- A. Names with connotations which by contemporary community standards are derogatory or offensive shall not be considered.
- B. Individuals must be retired or in-active from their profession or political office which provided the basis for their significant contribution to the community.
- C. The individual must not have been convicted of a felony.
- D. "Dedications" are in recognition of an outstanding service, a donation or contribution to the public park, facility, trail or community or, in "Memory" of someone who has made a substantial contribution to the public park, facility, trail or community.
- E. Dedications and memorials must blend with or complement the existing public park, facility or trail.

### **4. GENERAL NAMING CRITERIA**

Requests for the naming of public parks, facilities and trails including, but not limited to; public parks, facilities and trails including, buildings, support facilities and recreation facilities; and the placement of dedications or memorial objects or symbols (plaques, living trees, public benches, rocks, memorial flagpoles and sculptures) in, or on, public parks, facilities and trails in honor of individuals (deceased or living yet professionally/politically inactive) or community organizations (active or non-active) may only be considered if at least one or more of the following eligibility criteria below is satisfied.

- A. The individual, their family or a community organization has made exceptional contributions to the City, including, but not limited to, financial gifts, public service, dedications, contributions, etc.

- B. The individual was/is a resident of the City of Wildomar for at least fifteen (15) years.
- C. Individual: The person for whom the public park, facility or trail is being named, died in the line of duty serving in the military of the United States of America.
- D. Individual: The person for whom the public park, facility or trail is being named, died while performing a heroic act (e.g., saving the life of another person).
- E. The “Historic” designation category can be used when the naming designation:
  - a. Exceeds 50 years in the community; or
  - b. Before City incorporation (prior to July 1, 2008)
- F. The “Patron” designation category can be used when the naming designation:
  - a. Less than 50 years in the community
  - b. After City incorporation (July 1, 2008).

## **5. PROCESS & PROCEDURES**

- A. All requests for the naming of public parks, facilities and trails must be submitted in writing to the City Clerk. Such requests, at a minimum, must provide the following:
  - 1. Name of petitioner.
  - 2. Description of the request and how the naming criteria is met.
  - 3. Location/address of the public park, facility, trail or area of the city.
  - 4. Desired date for the City Council to consider the request.
  - 5. Desired date of dedication/ceremony, if possible, to have the naming of the public park, facility or trail.
  - 6. Authorization from the individual or organization for which the public facility will be named (if not same as petitioner).
- B. The City Clerk shall then forward the request to the appropriate sub-committee/department for review and recommendation.
- C. The sub-committee/department will submit valid requests to the City Council at the earliest possible meeting for consideration.
- D. The Clerk shall notify the petitioner of the date and time for City Council consideration and/or the subsequent action by the City Council.
- E. The City Council shall evaluate the naming of public parks, facilities and trails.
- F. The City Council shall have the final authority to approve names of public parks, facilities and trails.
- G. Once the City Council acts on a request, the decision is final and becomes effective immediately. This process does not apply to the renaming of

streets.

**CITY OF WILDOMAR – CITY COUNCIL**  
**Agenda Item #3.4**  
**GENERAL BUSINESS**  
**Meeting Date: April 11, 2012**

---

**TO:** Mayor and City Council Members

**FROM:** Gary Nordquist, Assistant City Manager

**SUBJECT:** Marna O'Brien Park Operations Draft Joint Use Agreement Review

**STAFF REPORT**

**RECOMMENDATION:**

Staff recommends that the City Council discuss and provide direction to Staff regarding Marna O'Brien Park draft Joint Use Agreement with Friends for Wildomar Parks.

**BACKGROUND/DISCUSSION:**

At the February 8, 2012 City Council meeting discussions focused on a review of a possible agreement with the Friends for Wildomar Park's organization. During the meeting, the City Council provided direction to staff for further refinements to a possible "Joint Use Agreement" and further review of the proposed financial plan. These revised items are provided for discussion purposes and for providing direction to staff in regards to terms and conditions of a partnership.

**FISCAL IMPACT:**

None associated with this report.

Submitted by:  
Gary Nordquist  
Assistant City Manager

Approved by:  
Frank Oviedo  
City Manager

**ATTACHMENTS:**

- A). Friends for Wildomar Parks – Financial Plan
- B). Independent Auditor's Letter
- C). Draft Joint Use Agreement

# Attachment A



## Friends for Wildomar Parks Budget 2012

EXPENSE	Jan-2012	Feb-2012	Mar-2012	Apr-2012	May-2012	Jun-2012	Jul-2012	Aug-2012	Sep-2012	Oct-2012	Nov-2012	Dec-2012	Annual Total	
Water (TVMWD):	\$214	\$174	\$425	\$800	\$1,350	\$2,000	\$2,350	\$2,400	\$2,300	\$1,800	\$1,600	\$800	\$13,913	
Electricity (SC):	\$1,315	\$1,429	\$1,400	\$1,400	\$1,350	\$1,300	\$1,200	\$1,475	\$1,600	\$1,750	\$1,475	\$1,350	\$17,694	
Park Maintenance:	\$117	\$120	\$225	\$300	\$175	\$125	\$250	\$175	\$200	\$145	\$150	\$125	\$2,310	
Phone:	\$43	\$43	\$43	\$43	\$43	\$43	\$43	\$43	\$43	\$43	\$43	\$43	\$516	
Mailbox:	\$11	\$11	\$11	\$11	\$11	\$11	\$11	\$11	\$11	\$11	\$11	\$11	\$132	
Admin (Office Depot):	\$38	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$388	
Cleaning Service:	\$0	\$0	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$4,000	
	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
City of Wildomar:	\$0	\$0	\$700	\$700	\$700	\$700	\$700	\$700	\$700	\$700	\$700	\$700	\$7,000	
Misc Expenses:	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
<b>Total Monthly Expenses:</b>	<b>\$1,758</b>	<b>\$1,810</b>	<b>\$3,234</b>	<b>\$3,784</b>	<b>\$3,998</b>	<b>\$4,408</b>	<b>\$4,834</b>	<b>\$5,334</b>	<b>\$5,234</b>	<b>\$4,879</b>	<b>\$4,498</b>	<b>\$3,428</b>	<b>\$47,251</b>	
<b>INCOME</b>														
Field Rental:	\$80	\$875	\$820	\$200	\$400	\$600	\$820	\$850	\$800	\$1,400	\$1,250	\$400	\$8,535	
Team Fees:	\$0	\$1,610	\$1,000	\$0	\$0	\$0	\$0	\$0	\$1,000	\$0	\$0	\$0	\$5,610	
Grounds Rental:	\$0	\$0	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$500	
Donations:	\$2,413	\$246	\$300	\$200	\$200	\$200	\$200	\$500	\$500	\$500	\$500	\$500	\$7,739	
<b>Fund Balance:</b>	<b>None</b>	<b>\$4,681</b>	<b>Goodwill \$3,528</b>	<b>Restroom of week - Easter \$500</b>	<b>County Made in Park \$1,500</b>	<b>Carols and Live Dance Night \$4,000</b>	<b>Movie &amp; Dance Movie &amp; Art \$1,000</b>	<b>Bottle of the Bands \$2,200</b>	<b>Movie in Park Parade for Parks \$1,000</b>	<b>Carroll \$5,000</b>	<b>Chill Cook Off &amp; Car Show \$5,000</b>	<b>Trees and Wreaths \$1,000</b>	<b>Trees and Wreaths \$1,000</b>	<b>\$38,400</b>
Carry Over:	-\$3,386	\$30	\$4,679	\$5,145	\$3,911	\$4,952	\$4,483	\$3,059	\$2,125	\$5,241	\$7,312	\$7,700		
<b>Monthly Running Total:</b>	<b>\$1,788</b>	<b>\$6,489</b>	<b>\$8,979</b>	<b>\$7,895</b>	<b>\$8,861</b>	<b>\$8,102</b>	<b>\$7,889</b>	<b>\$7,459</b>	<b>\$10,475</b>	<b>\$12,181</b>	<b>\$12,112</b>	<b>\$11,633</b>		
<b>Balance:</b>	<b>\$30</b>	<b>\$4,679</b>	<b>\$5,145</b>	<b>\$3,911</b>	<b>\$4,952</b>	<b>\$4,483</b>	<b>\$3,059</b>	<b>\$2,125</b>	<b>\$5,241</b>	<b>\$7,312</b>	<b>\$7,700</b>	<b>\$8,194</b>	<b>\$60,813</b>	

# Attachment

# B

**Driscoll & Associates**  
CERTIFIED PUBLIC ACCOUNTANTS

43521 Ridge Park Dr. Ste 101 • Temecula, California 92590

(951) 695-4732 Office • (951) 695-4737 Fax

March 23, 2012

Friends for Wildomar Parks, Inc.  
23905 Clinton Keith 114-363  
Wildomar, CA 92595

Re: Request for independent review of books and records from inception to date.

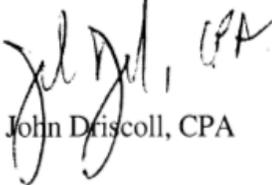
Dear Sir or Madam:

Today I met with John Lloyd and Craig Santiago to review the books and records of the Friends for Wildomar Parks, Inc. We discussed the operations of the Marna O'Brien Park and reviewed the accounting records comprising of bank statements, checks, and paid bills from the inception of the formation of the corporation.

After reviewing the information, the records show that the park finances are in proper order. The park's donations, fundraising, and field use fees and expenditures are being properly managed by the directors.

If you have any questions, please feel free to contact my office.

Sincerely,



John Driscoll, CPA

# Attachment C

## **AGREEMENT REGARDING MANAGEMENT AND OPERATION OF PUBLIC PARK FACILITIES**

THIS AGREEMENT (the "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2012, by and between the City of Wildomar ("City"), a California municipal corporation and the Friends for Wildomar Parks ("FFWP") a California non-profit organization. The City and FFWP are sometimes referred to in this Agreement, individually, as a "Party" and, collectively, as the "Parties".

### **RECITALS**

- A. The City owns 3 local park properties, one of which is currently in operation, that being Marna O'Brien Park ("O'Brien Park").
- B. FFWP was created for the sole purpose of providing assistance to the City in maintaining, promoting and operating park properties within the City.
- C. City and FFWP recognize the public need for park facilities such as sports fields, open space/playgrounds, and basketball courts and desire to cooperate in the support and use of O'Brien Park to the extent possible with available funding.
- D. It is the mutual desire of City and FFWP to provide and promote a continuing program of community recreation in connection with the use of O'Brien Park.
- E. The City Council of the City and the Board of Directors for FFWP, having decided it is in the best interest of the community, wish to cooperate with each other to carry out the purposes of community recreation, and to that end are entering into this Agreement.

### **AGREEMENT**

**NOW, THEREFORE, the Parties agree as follows:**

- A. Term. The term of this Agreement will commence on April 1, 2012 and, unless earlier terminated pursuant to this Agreement, will continue until and including June 30, 2013. Thereafter, the term of this Agreement will automatically renew on a fiscal year basis (July 1 – June 30), unless earlier terminated pursuant to this Agreement. Notwithstanding the

termination of this Agreement, obligations agreed to by the City and accruing during the then current fiscal year of the City will continue to apply to any Grant funding.

- B. Responsibilities of the City. Along with the terms and conditions of this Agreement and its Exhibits, the City agrees to be responsible for and complete those items set forth in the attached Exhibits A and D, which are incorporated herein by this reference.
- C. Responsibilities of FFWP. Along with the terms and conditions of this Agreement and its Exhibits, FFWP agrees to be responsible for and complete those items set forth in the attached Exhibits B and C, which are incorporated herein by this reference.
- D. Joint Responsibilities of the Parties. Along with the terms and conditions of this Agreement and its Exhibits, the Parties agree to be responsible for and complete those items set forth in the attached Exhibit E, which is incorporated herein by this reference.
- E. Facility Availability and Regulations. The Facilities will be made available to children and adults of the community, subject to the rules and regulations as adopted by both the City and FFWP and attached to this Agreement as Exhibit F, which is incorporated herein by this reference.
- F. Insurance. Each Party will, at its own expense, procure and maintain in full force at all times during the term of this Agreement insurance:
  - 1) Casualty Insurance. The City shall maintain on the facilities and improvements casualty and property damage insurance in such amounts as it deems prudent. Irrespective of the limits of such insurance, City shall be responsible, at its expense, for the repair or restoration of damage to such facilities and improvements due to casualty not the fault of FFWP.
  - 2) Liability Insurance. FFWP shall maintain a policy or policies of combined single limit bodily injury and property damage insurance insuring City and FFWP against liability arising out of the negligence, acts or omissions of FFWP and its directors, officers, agents, employees, contractors and volunteers or arising out of the performing by FFWP of its agreements and duties under this Agreement. Such insurance shall be a combined single limit policy for personal and bodily injury and property damage in an amount not less than Two Million Dollars (\$2,000,000) per occurrence, and shall not have a deductible of more than Five Thousand Dollars (\$5,000). The policy shall insure performance by FFWP of its indemnity obligations under Paragraph G below, and the

insurance shall be primary and not contributing with any insurance maintained by City. Each organization or group permitted to use park facilities at scheduled times pursuant to a Park Use Agreement (see Exhibit E) shall provide insurance as required by the Park Use Agreement.

- 3) **Vehicle Insurance.** Any vehicles used in the performance of this Agreement shall be covered by insurance in an amount not less than a Two Million Dollar (\$2,000,000) combined single limit per occurrence for bodily injury, personal injury, and property damage.
  
- 4) **Other Insurance Provisions.** All policies of insurance required under this Paragraph F shall be maintained with financially sound and responsible insurance companies which are admitted to do business as an insurance company in the State of California, and which have an A. M. Best rating of at least A; provided, however, that City may maintain such insurance by means of its participation in joint powers insurance authority or by means of self-insurance. As often as any policy shall expire or terminate, a renewal or additional policy shall be procured and maintained providing similar or broader coverage and to a like extent. All policies of insurance required to be maintained by FFWP shall contain a provision that the company writing such policy will give City not less than thirty (30) days advanced written notice of any cancellation or lapse of the effective date or any reduction of the amounts or coverages of such policy. Not less than ten (10) days prior to the commencement of the term or any renewal term of this Agreement, and otherwise as from time to time requested by City, FFWP shall cause to be issued to City appropriate certificates of insurance evidencing its compliance with the provisions of this Paragraph F 8 relating to insurance. If FFWP at any time to maintain the required insurance, City shall be permitted to obtain that insurance and shall be compensated by the FFWP for the cost of the insurance premiums. FFWP shall reimburse City the full amount paid not later than ten (10) days from the date written notice is received that the premiums have been paid.
  
- 5) **Waiver of Subrogation.** City and FFWP hereby each waive any rights it may have against the other and the other's directors, officials, officers, employees, agents, volunteers, successors and assigns on account of any loss or damaged occasioned to it from any loss to the extent covered by the insurance policies required to be maintained under this Paragraph F or which it otherwise elects to maintain. City and FFWP also each agree that the insurance policies required to be obtained by it pursuant to this Paragraph F or which it otherwise elects to obtain shall contain endorsements waiving

any right of subrogation which the insurer may acquire against the other or the other's directors, officials, officers, employees, agents, volunteers, successors and assigns.

- 6) Limits of Insurance Do Not Limit Liability. The limits of any insurance carried by either City or FFWP do not limit the liability of either City or FFWP under this Agreement, including, without limitation, the respective indemnity obligations of City and FFWP,

G. Mutual Indemnification.

- 1) FFWP will indemnify, protect, defend (by counsel reasonably acceptable to City) and hold harmless City and its officials, officers, agents, employees and volunteers from and against all claims, damages, losses, liabilities, actions, judgments, cost and expenses (including reasonable attorney fees and costs) arising out of (a) the performance by FFWP and its directors, officers, agents, employees, contractors and volunteers of the duties and obligations to be performed by FFWP under this Agreement or (b) which are caused by or arise out of, in whole or in part, the willful misconduct or any negligent act or omission of FFWP, or its directors, officers, agents, employees, contractors or volunteers, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except to the extent caused by the negligence or willful misconduct of City or its officials, officers, agents, employees or volunteers.
- 2) City will indemnify, protect, defend (by counsel reasonably acceptable to FFWP) and hold harmless FFWP and its directors, officers, agents, employees and volunteers from and against all claims, damages, losses, liabilities, actions, judgments, cost and expenses (including reasonable attorney fees and costs) arising out of (a) the performance by City and its official, officers, agents, employees, contractors and volunteers of the duties and obligations to be performed by City under this Agreement or (b) which are caused by or arise out of, in whole or in part, the willful misconduct or any negligent act or omission of City, or its officials, officers, agents, employees, contractors or volunteers, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except to the extent caused by the negligence or willful misconduct of FFWP or its directors, officers, agents, employees or volunteers.

- H. Dispute Resolution. Should any dispute arise out of this Agreement, the Parties will meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. The costs of the mediator, if any, will be paid for by each party on an equal basis.

If a mediated settlement is reached, no Party will be the prevailing party for the purposes of the resolution of the dispute. No Party will be permitted to file legal action without first meeting in mediation. Each Party will bear their own attorney's fees, if any, incurred in the mediation.

- I. Third Party Beneficiary. This Agreement including, but not limited to, indemnification provisions, is for the benefit of the Parties only and does not create, nor is it intended to create, any benefit or liability to third parties.
- J. Notices. All notices, statements, demands, requests, consents, approvals, authorizations, appointments or designations hereunder by either Party to the other will be in writing and will be deemed given and served upon the Party if delivered personally or three (3) business days after depositing in the United States mail, postage prepaid, addressed as follows:

**To: City of Wildomar**

Attn: City Manager

23873 Clinton Keith Rd., Suite 201

Wildomar, CA 92595

**To: Friends for Wildomar Parks**

Attn: President

23905 Clinton Keith

Suite: 114-363 - Wildomar, CA 92595

- K. Assignment. No Party may assign this Agreement, or any of its rights or duties under this Agreement, without the prior written consent of the other Party, which consent the other Party is under no obligation to give.
- L. Non-Waiver. The failure of any Party to insist upon the strict performance of any of the terms, conditions or covenants in this Agreement will not be deemed a waiver of any right or remedy that any Party may have and will not be deemed a waiver of any right or remedy for a subsequent breach or default of the terms, conditions or covenants herein contained.
- M. Authority. The Parties each warrant and represent to the other that they have the full legal authority to enter into this Agreement.
- N. Entire Agreement. This Agreement sets forth the entire agreement between the Parties and any modifications or extensions must be in the form of a written amendment fully noticed

and approved. This Agreement replaces, in their entirety, any prior agreements between the Parties related to the subject matter hereof.

- O. Equal Employment Opportunity. In connection with the performance of this Agreement, neither City nor FFWP will discriminate against any employee or applicant for employment because of race, religion, color, sex, physical or mental disability, age, sexual orientation, or national origin.
- P. Termination. City or FFWP may terminate this Agreement for any reason upon sixty (60) days prior written notice to the other Party. This Agreement will automatically terminate at the end of the City's then current fiscal year if funding for the City's obligations under this Agreement is not included in the City's approved budget for the immediately ensuing fiscal year. City or FFWP may terminate the Agreement upon thirty (30) days written notice if the other Party breaches this Agreement and fails to cure such breach within such thirty (30) day period; provided, that the City may immediately terminate this Agreement if FFWP fails to make full payment to vendors and utility providers as and when due or fails to maintain park facilities in a condition for safe use.
- Q. Jurisdiction and Venue. Any action at law or in equity brought under this Agreement for the purpose of enforcing a right or rights provided for by this Agreement will be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the Parties waive all provisions of law providing for a change of venue in these proceedings to any other county.
- R. Paragraph Headings. Paragraph headings as used herein are for convenience only and will not be deemed to be a part of such paragraphs and will not be construed to change the meaning thereof. All recitals and exhibits to this Agreement are a part of this Agreement.
- S. Relationship of the Parties. It is understood that this is an Agreement by and between independent contractor(s) and is not intended to, and will not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of independent contractor. Neither Party is the agent of the other, and neither Party has the right, power or authority to bind the other Party or to incur obligations on behalf of the other Party.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first written above.

**Friends for Wildomar Parks**

**City of Wildomar**

By: \_\_\_\_\_ By: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

**ATTEST**

**APPROVED AS TO FORM:**

By: \_\_\_\_\_ By: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

City Clerk

City Attorney

## **APPROVED EXHIBITS**

Exhibit A. Responsibilities of the City

Exhibit B. Responsibilities of FFWP

Exhibit C. Park Maintenance Responsibilities of FFWP

Exhibit D. City of Wildomar Capital Infrastructure Responsibilities

Exhibit E. Joint Use Partner Regulations for City and FFWP for Use of Parks

Exhibit F. Participant Rules and Regulations for Use of Park Facilities

Approved by City of Wildomar, City Council action on:

Approved by Friends for Wildomar Parks action on:

## **EXHIBIT A**

### **RESPONSIBILITIES OF THE CITY**

- A. The City is providing the capital investment of O'Brien Park and its facilities.
- B. The City will maintain insurance on the property and all of its facilities as required by the Agreement.
- C. City will maintain a single point of communication for receiving park use and insurance documentation from FFWP scheduling representative.
- D. City is responsible for necessary capital upgrades and refurbishment as listed in Exhibit E.

## **EXHIBIT B**

### **RESPONSIBILITIES OF FFWP**

- A. FFWP will be responsible for managing the use of O'Brien Park by the leagues and the community.
- B. FFWP will be responsible for scheduling of events, coordination of field use and coordination of covered bar-b-que areas for all leagues and for the community at large as defined in Exhibit E.
- C. FFWP will be responsible for all costs related to water, sewer and electricity usage at O'Brien Park.
- D. FFWP will be responsible for obtaining funding to cover the costs for daily maintenance and for utilities as stated above.
- E. FFWP's representative will provide quarterly financial statements (showing, among other things, income and expenses) to the City within 45 days of the close of each fiscal quarter of the City.

## EXHIBIT C

### PARK MAINTENANCE RESPONSIBILITIES OF FFWP

FFWP shall be responsible for general maintenance of O'Brien Park. Maintenance to include:

- A. Landscaping, general repairs, painting, general cleaning and weekly basic safety review.
- B. Landscaping shall include irrigation for plants, trees and grass, lawn maintenance, plant maintenance, shrubbery maintenance and tree maintenance below 15 feet. Landscaping shall also include annual weed treatment and re-seeding of the ball fields and fertilization of remaining plants, lawn and shrubbery. In performing these landscaping obligations, the following will apply:

1. Turf Maintenance:

- Mowing to be performed, as weather allows, one time per week during active growing seasons of March through October, and once every other week from November through February. Mowing height to be 2 ½ inches high. In some cases as necessary to maintain mowing height at 2 ½ inches high, mowing of sports field to be done two to three times per week.
- Edging to be done one time per week during the active growing season of March through October, and once per month from November through February.
- Weed control to be done for control of warm and cool season weeds in turf. Spraying to be done in spring and fall per a written recommendation of a Pest Control Advisor to control weeds in turf to a satisfactory level of less than 5% per area.
- Pest control to be done as needed to control/prevent all pests in turf. Any damage done by pests is to be fixed immediately upon discovery of damage.
- Fertilizing to be done minimum of two times per year and maximum of one time per month for proper health of turf areas. Amount of fertilizing to be determined by type of fertilizer and soil conditions. (Example: slow release or water soluble).
- Aerating to be done two times per year and overdressed with grass seed and soil amendment (humus or mushroom compost)
- Safety checks to be done monthly with holes or divots filled with soil as needed. Re-grading/renovation of areas to be done one time per year during low usage times of the year. (Such as holes from outfielders or wear and tear from soccer usage; field

sink age). Test soil for nutrient levels and recommendations for improvement one time per year.

- Sport field renovations to take place no less than 2 times per year and shall include: filling in or re-grading of low spots, divots, sink holes or other unevenness of the turf areas; aerate turf areas; dethatch turf as needed; seed, fertilize and top dress with compost (humus or mushroom compost); add other soil amendments as required by soils test analysis and approved for use by the City.

## 2 Irrigation

- All irrigation systems are to be inspected on a weekly basis.
- Controllers are to be programmed according to specific site conditions as needed for proper health of the plants.
- Broken heads are to be repaired within 48 hours after work is approved by the City. All broken lateral lines to be repaired within 48 hours after work is approved by the City. All mainline breaks are to be secured as soon as they are discovered or reported to City/contractor. Repairs of mainline breaks are to be completed within 72 hours after work is approved by the City. All valves to be repaired or replaced within 96 hours after work is approved by the City. Any holes dug to inspect or repair irrigation lines are to be covered with plywood and marked with a cone or barricade and cautioned off with caution tape when applicable. No holes are to be left longer than 96 hours unless approved by the City.

## 3. Weed Control

- Weeds in turf grass areas are to be treated no less then as needed during the spring and fall seasons for control of annual and broadleaf weeds. All spraying to be done per a licensed pest control advisor's written recommendation and according to the chemical's approved California State label. All spot spraying of weeds during summer and winter shall be done on an as-needed basis. Turf is to be kept weed free to 5% or less of turf area.
- Weeds in shrub planters, tree wells or hardscapes are to be sprayed as needed with post or pre-emergent chemicals to keep weeds from germinating or getting no taller than 2 inches in height, and with the intent of keeping the sites as weed free as possible.

#### 4. Shrub Beds:

- Pruning of shrubs to be done four times per year to keep a neatly maintained appearance and size. Chemical growth regulators to be used as needed to assist in control of plant growth and appearance and size.
- Weeds to be removed or prevented as needed by means of chemical, manual or biological control.
- Shrub beds to be kept weed free (weeds not to be allowed to grow above two inches in height or to be more than 10% of the shrub bed).
- Pest control to be done as needed to control/prevent all pests on or around the shrubs. Any damage to plants or soil should be addressed immediately upon discovery.
- Fertilizing to be done minimum of two times per year and maximum of one time per month for proper health of shrubs areas. Amount of fertilizing to be determined by type of fertilizer and soil conditions. (example: slow release or water soluble)

#### 5. Tree Pruning

- Pruning of trees to be done per ANSI 300 standards. Trees that are under 5 years old in the landscape to be structural pruned as needed for proper health and shape of the tree. Trees 5 year and older to be done as needed for structural health and safety; pruning is to include removal of dead and damaged branches, thinning of canopy or required esthetics. The raising of lowest branches are to be done as needed to maintain a 8 foot clearance over sidewalks and 14 feet clearance over bicycle lanes and streets.
- Tree wells to be kept weed free and free of tree suckers. The prevention or removal of weeds is to be done by either manual, chemical or biological control methods. (Weeds not to be allowed to grow above two inches in height or suckers to be allowed to grow above 2 feet in height).
- Pest control to be done as needed for preventive or control of pests in the trees per pest control advisor's recommendation and recommendation of an ISA certified arborist. Control of aphids and other seasonal pests are to be done in a timely manner to prevent health or esthetic problems with neighboring residences. All other pests to be controlled for health and safety of the trees on a case by case as needed basis.
- Fertilizing is to be done a minimum of two times per year and maximum of one time per month for proper health of shrubs areas. The amount of fertilizing will be determined by type of fertilizer, soil conditions and tree needs.

C. General repairs shall include flush valves, sink faucet, switch plate, playground linkage bolts and lubrication. Also most other basic small repairs as needed.

- D. Painting: Shall include general graffiti removal or painting over of graffiti (FFWP shall make a concerted effort to remove or coat over graffiti within 24 hours of notification of graffiti), bi-annual repainting of interior of restrooms, snack, equipment and mechanical rooms. (For resurfacing of impermeable surfaces, i.e. specialized graffiti paint, see Exhibit D)
- E. General cleaning shall include the collection of trash from all receptacles on a daily basis. FFWP shall be responsible for the cleaning of all restrooms on a daily basis and the general cleaning of the picnic areas, equipment rooms and electrical rooms on a weekly basis. In performing these cleaning obligations, the following will apply:
- Restrooms are to be opened and closed per City requirements. Restrooms are to be inspected, cleaned and stocked with supplies at a minimum of 1 time per day. Inspection of facilities should take place no less than 2 times per day (once when opening and once when locking facilities). Any safety issues should be addressed immediately. Trash cans should be emptied no less than 1 time per day.
  - Drinking fountains are to be inspected no less than 1 time per week for proper working order, graffiti and other debris. Drinking fountains should be cleaned and sanitized minimum of 1 time per week. Stickers and other graffiti removed no less than 1 time per week or with 24 hours of notification of its existence.
  - All sites are to be formally inspected a minimum of 1 time per day for any loose trash and debris. All trash and debris after the initial inspection shall be removed upon discovery of its presence.
- F. Safety: FFWP shall perform a basic safety review each week to identify and correct any safety issues. In performing these safety obligations, the following will apply:
1. Playgrounds are to be inspected no less than 2 times per week for loose debris in the play area. Engineered Wood Fiber or other loose fill materials are to be raked smooth no less than 1 time per week. All graffiti is to be removed or reported to the City within 24 hours of first noticing it or being notified of its existence on equipment.
  2. All hardscapes areas are to be inspected no less than 1 time per week for safety and graffiti. All hazards are to be reported to the City within 24 hours of first discovering it. All hard surfaces shall be cleaned of loose debris a minimum of one time per week by use of blower, vacuum, broom, street sweeper or other mechanical means that removes debris from the surface. Surfaces shall include and are not limited to sports courts (basketball or tennis courts), walkways, multi use concrete pads, picnic areas, parking lots, baseball dugouts or maintenance areas. Graffiti is to be removed within 24 hours of first discovery.
  3. Other items to be inspected and corrected:
    - Broken anchors

- Missing or damaged swing seats
- Open “S” hooks
- Visible cracks, warping, rising or breakage of components
- Exposed sharp edges
- Exposed cracked or loose footings
- Protruding bolts
- Loose bolts, nuts, etc...
- Lack of lubrication
- Worn bearings
- Broken rails, steps, rings or seats
- Broken glass
- Trip hazards
- Improper drainage

G. Pest Control: All landscaped areas are to be treated for rodents or other pests as needed to keep the site pest free or to control the infestation of said pests. Inspection and treatment shall take place no less than 1 time per month or per labeling of chemicals used. Control shall be done by chemical, mechanical or manual methods.

## **EXHIBIT D**

### **CITY OF WILDOMAR CAPITAL INFRASTRUCTURE RESPONSIBILITIES**

The City is responsible for capital repairs and replacement as outlined below for the O'Brien Park facilities.

**A. BLEACHERS**

- a. Bleachers will be reviewed annually for need of replacement

**B. FIRE / ELECTRICAL**

- a. Fire Systems, Power Circuitry, and Irrigation Control systems will be reviewed annually for need of replacement

**C. LIGHTING**

- a. System will be reviewed annually for need of capital repair or replacement

**D. ROOFING**

- a. Will be replaced per City capital replacement schedule and budget

**E. PLUMBING**

- a. Valves, drains, and fixtures will be reviewed annually for need of replacement

**F. PAVING**

- a. Slurry, crack fill and restriping will be done as needed per City capital budget

**G. RESURFACING OF IMPERMEABLE SURFACES**

- a. The impermeable graffiti resistance coating shall be inspected on an annual basis and resurface as needed.

**H. CONCRETE REPAIRS/REPLACEMENT**

- a. Repair or replacement of concrete due to deterioration, any act of nature or malfeasance.

**I. STRUCTURAL REPAIRS THROUGHOUT THE PARK**

- a. To include but not limited to gazebo columns, roofing, playground equipment and supports or infrastructure, lighting stanchion, building integrity for snack bar and buildings and other capital structural repairs or necessary modifications.

## EXHIBIT E

### JOINT USE RULES AND REGULATIONS FOR CITY AND FFWP USE OF FACILITIES

- A. Scheduling of use of park facilities by groups and organizations will be handled by FFWP. For this purpose, a written park use agreement ("Park Use Agreement") in a form approved by the City is to be used and will contain, among other things, agreements regarding fees for use, insurance requirements and user responsibilities.
- B. The Community of Wildomar will be allowed open use of all fields and park equipment at O'Brien Park, unless park facilities have been scheduled for use by third parties.
- C. The City of Wildomar shall be allowed to schedule City events at O'Brien Park for use, unless previously scheduled for use by third parties. There will be no charge for use of park facilities by the City for City sponsored programs and activities. City will coordinate events in advance with FFWP to assure availability.
- D. FFWP shall endeavor to provide every opportunity to the City and community to use O'Brien Park and will provide best effort to re-schedule to accommodate in favor of the community or the City when scheduling conflicts occur.
- E. O'Brien Park is considered a day use park. Scheduled events that begin after dark, or extend into hours of darkness will require lights. City or organization that scheduled event will be responsible for lighting costs.
- F. The FFWP scheduling representative and City Scheduling representative shall meet at least twice each year (July and January) to plan use of parks by the City.
- G. In case of cancellation of park use for City event, FFWP shall be contacted as soon as possible so field or facility can be scheduled for other use.
- H. All programs will abide to the standards for appropriate use of the facility and are expected to leave the facility ready for scheduled events.
- I. Areas of policy and use regulation not covered by these rules and regulations will be left up to the discretion of the President of FFWP, or his/her designee, with consent of the City Manager or his/her designee.

## EXHIBIT F

### PARTICIPANT RULES AND REGULATIONS FOR USE OF PARK FACILITIES

- No Littering
- No parking in red zones
- No climbing in trees, slopes, back stops or soccer/football goals
- No unleashed animals or pets
- No driving vehicles onto turf or sidewalk to unload any items
- No Alcohol (For event, special permit required)
- No loud amplified music
- No petting zoo or pony rides
- Smoking is not permitted within 15 ft. of any shelter or 100 ft. of any playground or ball field
- No RV or camper parking in front area by concession stand
- No selling food, merchandise, or any other items without prior written authorization

### GENERAL RULES & REGULATIONS

- A. All parks close at sunset unless otherwise authorized.
- B. All reservation requests must be in writing within 5 work days' notice. Reservations cannot be accepted over the phone
- C. Should changes to a confirmed reservation be necessary, they must be made at least 3 work days in advance of a reservation date
- D. Electricity and water hook ups are not available
- E. Reservations for gazebos and shelters are for 25 people or less. Any number exceeding 25 is considered a special event and additional charges apply
- F. No amplified sound, which may include but is not limited to, DJ's, speakers, bullhorns, and PA systems without written approval.
- G. All parks close at sunset
- H. If insurance is required, the organization must provide Friends for Wildomar Parks a copy of their insurance naming FFWP and the City of Wildomar as additionally insured. The minimum amount of liability is \$2 million dollars per occurrence. Insurance verification must be received at least 3 working days before the requested date and before final confirmation will be given
- I. Canopies are allowed only if the holding pegs DO NOT EXCEED 6 inches in length
- J. Any group granted permission to use any facilities shall use them only for such purpose as specified on the reservation form.

- K. Permission to use any facility does not constitute an endorsement of an organization's belief, policies, or procedures by FFWP or its board members and volunteers
- L. Users are to leave the area cleaner than they found it for the next person
- M. For non-local sports organizations (travel teams, etc.), or non-local residents there is a field use of \$20.00 per field per hour, and an additional \$20.00 per field per hour for use of lights. All monies must be paid in advance.
- N. Users are to pick up all trash and debris, drag the infield, and be respectful of equipment.
- O. Local organizations and teams have precedence for reservations over non-local organizations.

**CITY OF WILDOMAR – CITY COUNCIL**  
**Agenda Item #3.5**  
**GENERAL BUSINESS**  
**Meeting Date: April 11, 2012**

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**TO:** Mayor and City Council Members  
**FROM:** Gary Nordquist, Assistant City Manager  
**SUBJECT:** Windsong Park Options

**STAFF REPORT**

**RECOMMENDATION:**

Staff recommends that the City Council discuss and provide direction to Staff regarding possible options for funding Park operations at Windsong Park.

**BACKGROUND/DISCUSSION:**

Recently, concerned residents in the Windsong Park area have contacted city staff inquiring as to possible strategies for funding the re-opening of the Park. The park has been closed and secured with additional fencing for several months as a result of the loss of park specific funding. During this closure period, city staff and officials have continually been contacted by local residents seeking assistance in raising funds to re-open the park.

There are no resources dedicated for this assistance and staff is seeking City Council direction in pursuing this interest or other possible uses for the park land.

**FISCAL IMPACT:**

Providing staff assistance to residents seeking alternative funding sources and other park opening options would initially cost up to \$8,000.

Submitted by:

Gary Nordquist  
Assistant City Manager

Approved by:

Frank Oviedo  
City Manager

**CITY OF WILDOMAR – CITY COUNCIL**  
**Agenda Item #3.6**  
**GENERAL BUSINESS**  
**Meeting Date: April 11, 2012**

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**TO:** Mayor and City Council Members  
**FROM:** Matthew C. Bassi, Planning Director  
**SUBJECT:** Appeal Fee Survey Report

**STAFF REPORT**

**RECOMMENDATION:**

Staff recommends that the City Council receive and file the appeal fee survey report/information and provide appropriate direction to staff.

**BACKGROUND:**

At the January 11, 2012 City Council meeting, the Council adopted Ordinance No. 67, approving Zoning Ordinance Amendment No. 11-02 related to the Receive and File process. As part of the Council's deliberations, direction was given to staff to research other city agencies to accomplish two things:

- 1) To determine how much each agency charges an applicant/developer for an appeal of a Planning Commission decision; and
- 2) To determine which agencies had a separate appeal fee for residents and what was the cost for the appeal.

The current appeal fee charged by Wildomar, regardless if it is submitted by an applicant/developer or resident, is \$964. An appeal is applicable to decisions made by the Planning Director and/or Planning Commission. This amount is a fixed-fee and does reflect the actual cost to analyze an appeal and prepare the staff report packet, etc. Staff has estimated that the actual cost ranges from \$3,000 to \$4,000 depending on the complexity of the project. If the appeal is made by the applicant, staff will charge any time beyond the \$964 filing fee to the deposit account (provided there is a positive deposit balance remaining).

Since the January 11 Council meeting, the Planning Department sent out an email inquiry to planning agencies on the HCD list-serve data base. Staff received 35 responses from agencies throughout California. To summarize the findings, staff has prepared a matrix showing the different agencies and the varying appeal fees each agency charges (refer to Attachment A).

Of the 35 agencies surveyed, the appeal fee charged to an applicant/developer ranges from a low of \$0.00 (Santa Fe Springs) to a high of \$4,476 (San Rafael). The average appeal fee cost came to \$1,181, which is slightly higher than our own appeal fee of \$964. It is important to note that these appeal fees are a fixed-fee amount.

Twelve (12) of the 35 agencies surveyed, have a separate appeal fee for Residents. This appeal fee ranges from a low of \$0.00 (Chino and Redding) to a high of \$1,000 (Sausalito), with an average fee in the range of \$391±. This amount is approximately 67% lower than the average appeal fee charged to an applicant/developer. It is important to note that these appeal fees are also a fixed-fee amount.

### **DISCUSSION:**

While the majority of the agencies surveyed do not have a separate appeal for its residents, the agencies that do indicated the lower appeal fee makes it easier (and less costly) for residents to file an appeal. Based on the survey, it is clear that cities approach this concept differently.

In Council's deliberations on this issue, it is important to note that the reason for having an appeal fee, as other planning fees, is to achieve "full cost recovery." In other words, the cost to prepare and process an appeal, like other development applications, should be fully paid by the applicant so there is no financial burden on the City.

Those cities that have no appeal fee, or a reduced fee, for residents have made a policy decision that the city will subsidize the cost entirely to prepare and process the appeal. In practice, this may sometimes lead to appeals being filed for non-genuine reasons. Conversely, a high appeal fee for residents may sometimes have the opposite effect in that appeals are not made because its just too expensive for the average resident. It is important for the city to create the opportunity for residents to be able to make appeals that affect them – this is currently the case here in Wildomar. The challenge is setting an appeal fee for residents that is not too onerous, and at the same time, having a fee that minimizes the financial cost to the City.

Based on the information provided, the Council could consider taking two actions related the appeal fee for residents.

1. Keep the appeal fee the same amount as it currently exists (applicants/developers and residents pay the same amount); or
2. Create a separate appeal fee for city residents - which could be less than the current appeal fee.

### Keeping the current Appeal Fee:

If the Council chooses to keep the current appeal fee in tact, no additional work from staff would be needed at this time. However, it may not address the concern raised at

the January 11, 2012 meeting that the fee may be too high for residents, thereby, resulting in a hardship in submitting an appeal.

**Create a Separate Appeal Fee for City Residents:**

If the Council chooses to create a separate appeal for our residents, staff could bring back an Ordinance for consideration at the May 9, 2012 Council meeting. The Council, under this scenario, will have to provide direction to staff regarding the amount of the appeal fee. In considering this, the Council could take a similar position as other agencies and create a lower appeal fee by taking the average fee of the 12 agencies (i.e., 67% - refer to paragraph above). Under this scenario, the appeal fee for a Wildomar resident would be around \$318<sub>±</sub>. The Council also could consider a different variation on the reduced fee amount.

**FISCAL IMPACT:**

There is no fiscal impact resulting from this receive and file report.

Submitted by:  
Matthew C. Bassi  
Planning Director

Approved by:  
Frank Oviedo  
City Manager

**ATTACHMENTS:**

Appeal Fee Survey Matrix.

# ATTACHMENT A

## APPEAL FEE SURVEY MATRIX – CITY OF WILDOMAR

	CITY AGENCY	APPEAL FEE COST (\$\$)		
		APPLICANT/DEVELOPER	HOMEOWNER/RESIDENT	SEPARATE APPEAL FEE
	<b>WILDOMAR</b>	<b>964</b>	<b>964</b>	<b>NO</b>
1	AGOURA HILLS	1000	1000	NO
2	BANNING	4031	4031	NO
3	BERKELEY	2500	500	YES
4	BURBANK	250	125	YES
5	CALIMESA	2602	782	YES
6	CHINO	2662	0	YES
7	CITRUS HEIGHTS	250	250	NO
8	CORONA	655	655	NO
9	EAST PALO ALTO	1857	33	YES
10	EASTVALE	964	964	NO
11	EMERYVILLE	200	200	NO
12	GILROY	1195	1195	NO
13	GLENDORA	2000	2000	NO
14	HAYWARD	4000	257	YES
15	LA CANADA	1000	1000	NO
16	LAKE ELSINORE	200	200	NO
17	LAWNDALE	350	350	NO
18	MAILBU	500	500	NO
19	MENIFEE	100	100	NO
20	MURRIETA	1000	1000	NO
21	NOVATO	100	100	NO
22	ONTARIO	752	125	YES
23	OXNARD	500	500	NO
24	PLACERVILLE	400	400	NO
25	REDDING	500	0	YES
26	SACRAMENTO	1192	298	YES
27	SAN DIMAS	109	109	NO
28	SAN RAFAEL	4476	350	YES
29	SANTA BARBARA	430	430	NO
30	SANTA FE SPRINGS	0	0	NO
31	SARATOGA	600	600	NO
32	SAUSALITO	2910	1000	YES
33	TEMECULA	394	394	NO
34	TOWN OF ROSS	500	500	NO
35	WHITTIER	1158	927	YES

**Note: 12 of the 35 Agency Respondents (34%) have a different Appeal Fee for its Residents.  
Average Appeal Fee cost for Applicants/Developers is \$1,181 - for Residents it is \$596± (50.5% less).  
Average Appeal Fee cost for Residents in the 12 agencies with a different fee is \$391±.**

# User Fee Determination

## Cost Analysis Worksheet



User Fee Description	Fund	Program	Account	Agency/Department/	Date
Planning Project Appeal - Project Applicant	100			Community Development/Planning	4/2/2012

### Description of Service, Demand, Subsidy and Other Comments:

Client files an "Appeals" application with the City Clerk and pays the appropriate fee. The Assistant Planning Director reviews and analyses the request. The Assistant Director prepares a staff report and submits it for a legal review. The appeal is then forwarded to the Commission / Council, as appropriate for a review and appeal consideration. Prior to this review, it is typical that additional copies of plans and exhibits are required along with the costs associated with noticing the neighboring parcel owners per City policy. A Notice of Public Hearing is prepared and published in the local newspapers.

### Personnel Costs

Position	Rates		Total Burdened Labor Cost / Hr.	Hours by Position Per Unit	Total Labor Cost per Unit of
	Hourly Rate Fully Burdened				
Assistant Planning Director	\$217.08		\$217.08	15.00	\$3,256.20
City Clerk	\$100.68		\$100.68	0.20	20.14
City Attorney	\$260.59		\$260.59	0.50	130.30
Administrative Assistant	\$60.84		\$60.84	0.20	12.17
Total Burdened Personnel Costs per Unit of Service					<b>\$3,418.80</b>

### Material & Rental Costs

Description	Cost Each	Quantity Required	Unit Cost
Notice of Public Hearing - Newspaper	\$76.00	1.0	\$76.00
Mail of notice to affected properties	\$5.45	30.0	163.50
Total Material & Rental Costs per Unit of Service			<b>\$ 239.50</b>

### Other Costs (Equipment, Building Usage, Part-time Labor w/o Benefits)

Description	Cost Each	Quantity Required	Unit Cost
Total Other Costs per Unit of Service			

### Fee Comparison Data

Jurisdiction	Fee per Unit	More or (Less) than Wildomar's Fee per Unit of Service	
		Dollars	Percentage
<b>City of Wildomar (field)</b>	<b>\$964.00</b>		
City of Canyon Lake	\$500.00	\$ (464.00)	-48%
City of Lake Elsinore	\$200.00	\$ (764.00)	-79%
City of Menifee	\$100.00	\$ (864.00)	-90%
City of Murrieta	\$1,000.00	\$ 36.00	4%
City of Temecula	\$394.00	\$ (570.00)	-59%

Five City Average    \$    438.80

Total Service Direct Costs	\$3,658.30
City-Wide General & Administrative* Rate @ 15.42%	\$564.11
<b>Total Service Cost / Unit</b>	<b>\$4,222.41</b>
Recommended Fee for Non-Applicant	<b>\$964.00</b>
Recommended fee Subsidy	\$3,258.41
<b>Current Fee Amount</b>	<b>\$964.00</b>
Fee Increase/(Decrease)	
Annual Usage (Reservable Hours)	4
Projected Annual Revenue Impact	<b>\$3,856.00</b>

# User Fee Determination

## Cost Analysis Worksheet



User Fee Description	Fund	Program	Account	Agency/Department/	Date
Planning Project Appeal - Non Project Applicant 50% Fee	100			Community Development/Planning	4/2/2012

### Description of Service, Demand, Subsidy and Other Comments:

Client files an "Appeals" application with the City Clerk and pays the appropriate fee. The Assistant Planning Director reviews and analyses the request. The Assistant Director prepares a staff report and submits it for a legal review. The appeal is then forwarded to the Commission / Council, as appropriate for a review and appeal consideration. Prior to this review, it is typical that additional copies of plans and exhibits are required along with the costs associated with noticing the neighboring parcel owners per City policy. A Notice of Public Hearing is prepared and published in the local newspapers.

### Personnel Costs

Position	Rates		Total Burdened Labor Cost / Hr.	Hours by Position Per Unit	Total Labor Cost per Unit of
	Hourly Rate Fully Burdened				
Assistant Planning Director	\$217.08		\$217.08	15.00	\$3,256.20
City Clerk	\$100.68		\$100.68	0.20	20.14
City Attorney	\$260.59		\$260.59	0.50	130.30
Administrative Assistant	\$60.84		\$60.84	0.20	12.17
Total Burdened Personnel Costs per Unit of Service					<b>\$3,418.80</b>

### Material & Rental Costs

Description	Cost Each	Quantity Required	Unit Cost
Notice of Public Hearing - Newspaper	\$76.00	1.0	\$76.00
Mail of notice to affected properties	\$5.45	30.0	163.50
Total Material & Rental Costs per Unit of Service			<b>\$ 239.50</b>

### Other Costs (Equipment, Building Usage, Part-time Labor w/o Benefits)

Description	Cost Each	Quantity Required	Unit Cost
Total Other Costs per Unit of Service			

### Fee Comparison Data

Jurisdiction	Fee per Unit	More or (Less) than Wildomar's Fee per Unit of Service	
		Dollars	Percentage
City of Wildomar (field)	<b>\$482.00</b>		
City of Canyon Lake	\$500.00	\$ 18.00	4%
City of Lake Elsinore	\$200.00	\$ (282.00)	-59%
City of Menifee	\$100.00	\$ (382.00)	-79%
City of Murrieta	\$1,000.00	\$ 518.00	107%
City of Temecula	\$394.00	\$ (88.00)	-18%

Five City Average    \$    438.80

Total Service Direct Costs	\$3,658.30
City-Wide General & Administrative* Rate @ 15.42%	\$564.11
<b>Total Service Cost / Unit</b>	<b>\$4,222.41</b>
Recommended Fee for Non-Applicant	<b>\$482.00</b>
Recommended fee Subsidy	\$3,740.41
<b>Current Fee Amount</b>	<b>\$964.00</b>
Fee Increase/(Decrease)	(\$482.00)
Annual Usage (Reservable Hours)	4
Projected Annual Revenue Impact	<b>\$1,928.00</b>

# User Fee Determination

## Cost Analysis Worksheet



User Fee Description	Fund	Program	Account	Agency/Department/	Date
Planning Project Appeal - Non Project Applicant 67% Fee	100			Community Development/Planning	4/2/2012

### Description of Service, Demand, Subsidy and Other Comments:

Client files an "Appeals" application with the City Clerk and pays the appropriate fee. The Assistant Planning Director reviews and analyses the request. The Assistant Director prepares a staff report and submits it for a legal review. The appeal is then forwarded to the Commission / Council, as appropriate for a review and appeal consideration. Prior to this review, it is typical that additional copies of plans and exhibits are required along with the costs associated with noticing the neighboring parcel owners per City policy. A Notice of Public Hearing is prepared and published in the local newspapers.

### Personnel Costs

Position	Rates		Total Burdened Labor Cost / Hr.	Hours by Position Per Unit	Total Labor Cost per Unit of
	Hourly Rate Fully Burdened				
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City Clerk	\$100.68		\$100.68	0.20	20.14
City Attorney	\$260.59		\$260.59	0.50	130.30
Administrative Assistant	\$60.84		\$60.84	0.20	12.17
Total Burdened Personnel Costs per Unit of Service					\$3,418.80

### Material & Rental Costs

Description	Cost Each	Quantity Required	Unit Cost
Notice of Public Hearing - Newspaper	\$76.00	1.0	\$76.00
Mail of notice to affected properties	\$5.45	30.0	163.50
Total Material & Rental Costs per Unit of Service			\$ 239.50

### Other Costs (Equipment, Building Usage, Part-time Labor w/o Benefits)

Description	Cost Each	Quantity Required	Unit Cost
Total Other Costs per Unit of Service			

### Fee Comparison Data

Jurisdiction	Fee per Unit	More or (Less) than Wildomar's Fee per Unit of Service	
		Dollars	Percentage
City of Wildomar (field)	\$646.00		
City of Canyon Lake	\$500.00	\$ (146.00)	-23%
City of Lake Elsinore	\$200.00	\$ (446.00)	-69%
City of Menifee	\$100.00	\$ (546.00)	-85%
City of Murrieta	\$1,000.00	\$ 354.00	55%
City of Temecula	\$394.00	\$ (252.00)	-39%

Five City Average \$ 438.80

Total Service Direct Costs	\$3,658.30
City-Wide General & Administrative* Rate @ 15.42%	\$564.11
<b>Total Service Cost / Unit</b>	<b>\$4,222.41</b>
Recommended Fee for Non-Applicant	<b>\$646.00</b>
Recommended fee Subsidy	\$3,576.41
Current Fee Amount	\$964.00
Fee Increase/(Decrease)	(\$318.00)
Annual Usage (Reservable Hours)	4
Projected Annual Revenue Impact	<b>\$2,584.00</b>

**CITY OF WILDOMAR – CITY COUNCIL**  
**Agenda Item #3.7**  
**GENERAL BUSINESS**  
**Meeting Date: April 11, 2012**

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**TO:** Mayor and City Council Members

**FROM:** Tim D’Zmura, Public Works Director

**PREPARED BY:** Steven Palmer, City Engineer

**SUBJECT:** Request for Proposals for Maintenance Services Contract

**STAFF REPORT**

**RECOMMENDATION:**

Staff recommends that the City Council authorize advertising the Request for Proposals (RFP) for Public Works Maintenance Services.

**BACKGROUND:**

On May 1, 2009 the City requested proposals from qualified companies for public works maintenance and maintenance management services. PV Maintenance, Inc. (PVM) was selected and a public works maintenance and maintenance management services contract was executed. The original three (3) year term expires on June 30, 2012. The contract allows for two optional two (2) year terms at the sole discretion of the City.

**ANALYSIS:**

The current contract was executed when the City first started providing maintenance services without the County. The City now has three years of experience that can be used to tailor the maintenance services RFP and contract to the City’s needs and budget. Since the existing maintenance services contract expires on June 30, 2012, this is the first opportunity to utilize that experience and modify the RFP and contract. Alternatively, the City can extend the existing contract with PVM for two years.

**FISCAL IMPACTS:**

The Public Works Maintenance contract sets aside a not-to-exceed cost of \$305,000.00 for public works (street and drainage) maintenance for the fiscal year 2011-2012 from Gas Tax Funds. Funds will not be encumbered until proposals are reviewed and the City Council authorizes a contract with a service provider.

Submitted by:  
Tim D'Zmura  
Public Works Director

Approved by:  
Frank Oviedo  
City Manager

**ATTACHMENTS**  
RFP Document

# **ATTACHMENT 1**

# CITY OF WILDOMAR



## Request for Proposals

For

## Public Works Maintenance Services

Office of the City Clerk  
City of Wildomar  
23873 Clinton Keith Road, Ste 201  
Wildomar, CA 92595

Proposals Due by **3:00 pm on Tuesday, May 15, 2012**

**Introduction:**

The City of Wildomar desires to secure a contractor/consultant to perform comprehensive maintenance and maintenance management of Public Works facilities within the jurisdiction and responsibilities of the City of Wildomar. It is with this purpose in mind that the City of Wildomar has issued this Request for Proposal (RFP) for Public Works Maintenance Services. Please review the entire RFP for general and specific maintenance services, requirements and information.

This RFP is a best value contract and award. This means that cost is only one factor in determining the accepted bid. The successful bidder will demonstrate an ability to perform these types of maintenance services identified in the RFP in an environment similar to Wildomar. The successful bidder will also demonstrate an understanding of Wildomar maintenance needs that is just as important, if not more important than the actual cost of services. The successful bidder will also clearly show that their firm is the best option for Wildomar in terms of flexibility and short/long term budgetary planning.

Detailed forms will not be provided in this RFP, but a fully loaded hourly cost of labor and equipment must be identified in all proposals. Please answer the questions and/or provide the required information in this RFP.

**Background and History:**

The City of Wildomar was incorporated on July 1, 2008, and is located approximately 70 miles north of San Diego on Interstate Route 15 and is approximately 45 miles south of the Ontario International Airport. The City has a population of approximately 25,000 residents and covers an area of 25 square miles. The City operates with a city council/city manager form of government; the City Manager is appointed and serves at the pleasure of the City Council.

Since incorporation in 2008, the City has utilized contract services to perform maintenance functions. The initial contract term has expired and the City is issuing this RFP to select a maintenance provider. It is expected that the respondents of the RFP will provide a mix of in-house daily support in addition to the utilization of sub-contractors to perform specialized work activities. The selected firm/contractor will report to the City Engineer and implement the Work Plan and budget guidelines agreed to in the negotiated and adopted City contract.

**Submittal of Proposals:**

One signed original and five (5) copies of the proposals should be submitted to the Office of the City Clerk by 3:00 pm on Tuesday, May 15, 2012. Proposals shall be submitted in a sealed envelope clearly marked Public Works Maintenance Services and addressed to:

**OFFICE OF THE CITY CLERK  
CITY OF WILDOMAR  
23873 Clinton Keith Road, Ste 201  
Wildomar, CA 92595**

Questions regarding this RFP are to be directed by e-mail to: Steven Palmer, City Engineer, at [spalmer@cityofwildomar.org](mailto:spalmer@cityofwildomar.org) for clarification purposes only. Material changes, if any, to the scope of services or proposal procedures will only be transmitted by written addendum.

Proposals will not be accepted by fax or electronically.

**Late Proposals:**

Proposals arriving after the specified date and time will not be considered, nor will late proposals be opened. Each firm assumes responsibility for timely submission of its proposal.

**Withdrawal or Modifications of Proposals:**

Any proposal may be withdrawn or modified by a written request signed by the firm and received by the City Clerk prior to the final time and date for the receipt of proposals. Once the deadline is past, firms are obligated to fulfill the terms of their proposal.

**Proposal Acceptance and Rejection:**

The City of Wildomar reserves the right to accept any proposal, to reject any and all proposals if said rejection is deemed in the best interest of the City, to call for new proposals, and to award the contract to other than the lowest cost proposal if deemed to be in the best interest of the City.

**Proposal Evaluation and Award:**

Evaluation will be made on the basis of the criteria noted in Attachment A: Evaluation and Selection Criteria. Award shall be made to the responsible firm whose proposal is determined to be the most advantageous to the City, taking into consideration price and adherence to the included specifications. The City will enter into an agreement with the successful firm for the specified products, services, and installation. Nothing herein shall obligate the City to award a contract to any responding firm.

**Qualification/Inspection/Interviews:**

Proposals will only be considered from firms normally engaged in providing the types of products and services specified herein. The City reserves the right to inspect the Firm's facilities, products, personnel, and organization at any time, or to take any other action necessary to determine Firm's ability to perform. The City reserves the right to reject proposals where evidence or evaluation is determined to indicate inability to perform. The City reserves the right to interview any or all responding firms and/or to award a contract without conducting interviews.

## Guidelines for Proposal

The following guidelines are provided for standardizing the preparation and submission of proposals. The intent is to assist respondents in the preparation of their submissions and to assist the City by simplifying the review process providing standards for comparison of submissions.

Statements submitted in response to this RFP shall include a complete response to the requirements in this section in the order presented. Statements should be a straightforward delineation of the respondent's capability to satisfy the intent and requirements of this RFP, and should not contain redundancies and conflicting statements.

Proposals shall be printed double sided, submitted on 8-1/2" x 11" recycled paper, with easy to read font size and style. Pages shall be numbered, tabbed, and presented in a three (3) ring binder or other bound format.

One signed original and four (4) copies of the proposals should be submitted to the Office of the City Clerk by **3:00 pm on Tuesday, May 15, 2012**. Proposals shall be submitted in a sealed envelope clearly marked Public Works Maintenance Services and addressed to:

**OFFICE OF THE CITY CLERK  
CITY OF WILDOMAR  
23873 Clinton Keith Road, Ste 201  
Wildomar, CA 92595**

Proposals shall contain the following information in the order listed:

1. Introductory letter

The introductory letter should be addressed to:

Steven Palmer  
City Engineer  
City of Wildomar  
23873 Clinton Keith Road, Ste 201  
Wildomar, CA 92595

The letter should state the prime firm and include the firm's name submitting the proposal, their mailing address, telephone number, and contact name. The letter shall address the firm's understanding of the project based on this RFP and any other information the firm has gathered. Include a statement discussing the firm's interest and qualifications for this type of work. The letter shall be signed by a principal authorized to commit the firm contractually.

2. Experience

Provide a brief introduction, the size of the firm, the number of years in business, the availability of the firm to perform the tasks and services requested, and the history of the firm. Describe the firm's capability for actually undertaking and performing the work.

A selected firm must be skilled and regularly engaged in maintenance and management services. The firm's experience shall be set forth and submitted, as follows:

- a. Company ownership. If incorporated, the state in which the company is incorporated and the date of incorporation;
- b. Location of company offices;
- c. Location of the office servicing any California accounts;
- d. Number of employees both locally and nationally;
- e. Locations from which employees will be assigned;
- f. Name, address, email address, and telephone number of the firm's point of contact for this

- RFP;
- g. Company background/history and why the firm is qualified to provide the services described in this RFP;
- h. Length of time the firm has been providing services described in this RFP;
- i. Resumes for assigned staff to be responsible for performance of management services needed in this RFP;
- j. List types and locations of similar work performed by the firm in the last five (5) years that best characterizes the quality and past performance.

### 3. Qualifications

#### *Contractor's License*

A selected firm must possess a valid, current and in good standing Class A General contractor's license issued by the California State Contractor Licensing Board. A copy of the contractor's license number and date of expiration shall be included in the submitted Proposal. Failure to produce and possess the specified license will render the Proposal as non-responsive.

#### *Qualified Personnel*

A selected firm must have on-staff and identify management personnel that will be assigned to manage the contract. The prospective Consultant shall designate, by name, the project manager to be employed for this project. Substitution of the project manager by the selected consultant will not be allowed without prior approval by the City of Wildomar. The submitted Proposal shall identify and outline the past 5 years of experience that qualify the individual for this management position.

#### *Negative History*

A selected firm must include in its Proposal a complete disclosure of any alleged significant prior or on-going contract failures, any civil or criminal litigation or investigation pending which involves the firm or in which the firm has been judged guilty or liable within the last 5 years.

If there is no negative history to disclose the firm must affirmatively state in its Proposal there is no negative history to report.

Failure to comply with the terms of this provision may disqualify any proposal. The City reserves the right to reject any proposal based upon the firm's prior documented history with the City or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failures to meet contract milestones or other contractual failures.

#### *Client References*

A minimum of three references from other municipal, county and other governmental agencies for which the firm is currently providing the services described in this Solicitation must be provided. An additional three references for which the firm previously provided the services described in this Solicitation within the last five years must also be provided. All listed references must be a municipal, county and other governmental agency. Information provided will include:

- a. Client name, client Project Manager, address, telephone number, and email address;
- b. Contract Term (starting date and ending date);
- c. Staff assigned to that project;
- d. Discussion of final outcome, if contract ended, why?

### 4. Work Plan

In this section, proposers are requested to demonstrate their understanding of the tasks and services requested and provide their approach to accomplish the services described in this RFP for Fiscal

Year 2012/2013. The Work Plan shall indicate the firm’s ability to meet each specification as outlined in this document. The Work Plan shall address the items of work as described in this RFP. The plan shall be simple, easy to read and follow, and address and satisfy the objectives and specifications as listed in the Scope of Work in this RFP. The Work Plan shall describe the methodology to be used to accomplish each of the project tasks and services expected, and describe all work necessary to satisfactorily complete the tasks and service requirements. The Work Plan shall also include a summary of anticipated hours and billing classification (without cost information) for each member of the consultant team proposed for each task.

All work in the Work Plan shall be performed in a timely manner. The City’s response time requirements are shown in the following table. The City shall make the determination of whether a task is “emergency, urgent, or routine.”

<b>Emergency (After-Hours)</b>	<b>Urgent</b>	<b>Routine</b>
Two Hours	Twenty-four hours	One Week

The Work Plan shall demonstrate how assigned maintenance personnel will respond within the City’s response time requirements. Include a discussion of how assigned staff will respond to emergency, urgent, and routine work, where the firm’s equipment and vehicle storage yard is located, and demonstrate the ability of assigned staff to adequately respond. Also include a discussion of how response time requirements will be met when using subcontracted equipment, materials, and labor. When subcontractor work is required, the City expects that any needed proposals/quotes will be obtained within one week of the City’s request for the work.

Please note that this RFP cannot identify each specific, individual task required to successfully and completely implement the Work Plan. The City of Wildomar relies on the professionalism and competence of the Proposing Firm to be knowledgeable of all the general areas identified in the Work Plan.

5. Conflict of Interest Statement

The firm shall disclose any financial, business, or other relationship with the City that may have an impact upon the outcome of this contract.

6. Supportive Information/References

This section may include graphs, charts, photos, resumes, references, etc. in support of the firm’s qualifications.

Include a completed Signature Authorization, see Attachment ‘A,’ and a copy of the firm’s valid, current and in good standing Class A General contractor’s License issued by the California State Contractor Licensing Board.

7. Comments on or Requested Changes to Contract

The City of Wildomar standard professional services contract is included as Attachment C to this Request for Proposals. The proposing firm shall identify any objections to and/or request changes to the standard contract language in this section.

8. Cost Proposal

All firms shall provide a detailed Cost Proposal for their Work Plan and Proposed Budget for Fiscal Year 2012/2013. It shall include the following:

- A summary of anticipated hours, billing classification, and hourly billing rate for each member of the proposed team.
- Fully loaded hourly labor rate and overtime labor rate to serve as the basis for negotiations of

compensation for providing other unscheduled services.

- Hourly rates for vehicles and equipment used in this Solicitation.
- Material and sub contract mark-up rate, to serve as the basis for negotiations of compensation for providing materials services need in maintenance activities.
- Total not-to-exceed cost for requested products and services outlined in the Work Plan.
- Note that the Cost Proposal, including all fees and compensation shall remain firm for a minimum of 120 days from the proposal submission deadline.
- Completed Schedule of Values form that is included as Attachment B.

## **SCOPE OF WORK**

### **I. INVENTORY OF CITY MAINTAINED INFRASTRUCTURE**

Paved Road Mileage	97.33
Unpaved Road Mileage	3.38
Traffic Signs	Approx. 2000
Drainage Inlets	320
Drainage Culverts	147
Drainage Outlets	6
Drainage Channel	2,300 linear feet
Roadside Ditch Mileage	20

### **II. ITEMS OF WORK**

Provide a written understanding of the scope and nature of work and estimated budget for each of the following items:

#### **A. ROADWAY AND DRAINAGE MAINTENANCE**

##### **A.1 PAVEMENT RECONSTRUCTION**

This work includes the removal of the existing failed roadway pavement section (4" to 6" Depth) and placement of asphalt concrete. Reconstruction shall be made by means of deep lift asphalt concrete.

All areas proposed for removal and replacement shall be marked by City personnel.

Excavated materials shall be hauled off-site and disposed of properly by Contractor. Existing aggregate base shall be recompact to 95% relative compaction. If aggregate base is unsuitable as determined by the City, materials shall be excavated by a depth determined by the City. Newly placed aggregate base shall be Class 2, 3/4" max aggregate and compacted to 95% relative compaction as determined by the City.

All roadway excavations shall be backfilled with asphalt concrete the same day as the excavation is made.

All Asphalt concrete shall be Type A, 1/2" maximum, medium grading. Asphalt binder shall be PG 64-10. Asphalt emulsion binder (tack coat) shall be Type SS-1H and will be required on all exposed vertical edges and pavement surfaces of existing pavement prior to placing asphalt concrete.

All trimming of the surface shall be completed while the temperature of the asphalt concrete is above 200°F.

A 12" wide fine seal coat of emulsion and sand shall be applied over the joint between the existing and new pavement within 24 hours of asphalt concrete placement.

Certificates of compliance shall be required from the supplier of the asphalt concrete and delivered to the City not less than five (5) working days prior to any scheduled asphalt concrete work. Mix designs submitted to the City shall have been performed within one (1) year from date of request.

All materials delivered to the job site shall be accompanied by a Bill of Lading referencing the specific project and delivered to the City within 24 hours of delivery. Materials not accompanied by the correct Bill of Lading will not be paid by the City.

#### **Measurement and Payment**

The contract unit price paid per SQUARE FOOT of PAVEMENT RECONSTRUCTION – REMOVE AND REPLACE WITH AC, TYPE A (4' - 6" DEPTH) shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all work involved in traffic control, excavation, disposal of material, sawcutting if necessary, compaction of subgrade, placement of asphalt concrete, complete in place, as directed by the City.

Payment for tack coat shall be considered incidental and shall be considered as included in the prices paid for the various items of work involved and no additional compensation will be allowed.

#### **A.2 POTHOLE/HAND PATCH**

This work is generally used when permanent repairs cannot be performed or in cases of emergency situations. Contractor shall remove all loose material from the area and surrounding edges of the pot hole. Remove all ponding water and dry area with compressed air, portable torch or by other suitable means. Tack area to be patched with asphalt emulsion Type RS-1 or SS-1H in conformance with the State Standard Specifications Section 94. Fill pothole with full depth hot asphalt mixture or high performance wet weather material as specified by the City. Asphalt shall be raked smooth and compacted with vibratory plate compactor. When using high performance wet weather asphalt patching material, a tack coat will not be necessary.

#### **Measurement and Payment**

The contract unit price paid per SQUARE FOOT of POTHOLE/HAND PATCH shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all work involved in traffic control, excavation, disposal of material, sawcutting if necessary, compaction of subgrade, placement of asphalt concrete, complete in place, as directed by the City.

#### **A.3 SOFT SHOULDER GRADING/BACKING**

This work involves removal and placement of shoulder work along paved roadways. Areas of unsuitable material shall be removed and disposed of properly by the Contractor. Unsuitable material shall be removed to a width determined by the City at a depth of 4". Existing material shall be compacted to 90% prior to placing aggregate base, Class II, 3/4" maximum, medium, gradation.

In areas not requiring removal of unsuitable material, areas will be re-cut for placement of aggregate base and then compacted to 95%.

Soft shoulder shall be placed and compacted only in areas marked by the City. Soft shoulder placed shall be finished in such a manner as to ensure a uniform cross section with the adjacent existing surface.

#### **Measurement and Payment**

The contract unit price paid per LINEAR FOOT of SOFT SHOULDER WORK as directed by the City, shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all work involved including excavations, subgrade preparation, compaction, and excess material disposal as specified in the Standard Construction Specifications, these specifications, and as directed by the City and no additional compensation will be allowed.

Aggregate Base, Class 2 shall be performed, measured and paid in conformance to the corresponding section found elsewhere in these provisions.

#### **A.4 CRACK SEALING**

Clean all cracks with compressed air, apply crack sealant and sand lightly if traffic cannot be kept off cracks until sealant is set. Use KOCH 9005 or equivalent. Apply per manufacturer's recommendation.

This work consists of crack sealing in pavement cracks to repair pavement surfaces.

Cracks shall be cleaned to a minimum depth of 3/4" by blast cleaning or hand methods, followed by high pressure air jets to remove foreign matter. Exposed surfaces shall be dry at the time sealant is applied.

A filler shall be used when cracks are greater than 1" wide and greater than 1" in depth. The filler shall be installed to 1" of top of grade. Filler used can be a high performance weather asphalt patching material or approved equal.

No crack less than a quarter of an inch (1/4") shall be sealed on any areas that are deemed unnecessary. Small cracks may be sealed as directed by the City.

The crack sealant shall be Crafcro Polyflex Type 3 or equivalent. Glensoil 20 Plus or equivalent shall be applied by pressurized spray can to joint and crack sealant after application to prevent tackiness.

Sealant materials shall be heated and placed in conformance with the manufacturer's written instructions. Sealant shall not be placed when the pavement surface temperature is below 50°F.

Sufficient sealing material shall be placed in the cracks so that upon completion of the work, the surface of the sealant in the cracks shall be flush with the adjacent pavement surface, or at the elevation approved by the City. The Contractor shall fix or refill areas to the proper elevation when directed by the City.

All cracks shall be leveled and excess crack sealant removed immediately after placing. Sealant shall bond to the crack with no separation, cracks or other opening in the sealant.

Crack Sealing shall be scheduled one time a year. Contractor shall recommend a list of streets to the City for review with the annual Work Plan.

#### **Measurement and Payment**

The contract unit price paid per SQUARE FOOT of CRACK SEAL shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all work involved in placement of crack seal as specified in these provisions, and as directed by the City and therefore no additional compensation will be allowed.

#### **A.5 PCC SIDEWALK, CURB RAMPS, CURB AND GUTTER**

This work includes the removal and replacement of Sidewalk, Curb Ramps, Curb and Gutter. All Portland cement concrete work shall comply with these provisions and Section 25 of the Standard Construction Specifications and applicable Standard Drawings.

Notification and Accessibility – Contractor shall notify businesses/residents immediately adjacent to the project work in writing two (2) working days in advance of beginning work at each location. If driveway closure is required, the Contractor shall coordinate and notify the property owner or resident. Closure notification shall be given to the property owner or resident at least 24 hours prior to closure. All notification shall describe the work to be performed, the anticipated duration of construction and the Contactor's name and phone number who will be available to answer questions.

Temporary access to residents, businesses etc., shall be provided by the Contractor at all times except when temporary closure is authorize by the City and approved by property owners. Commercial driveways shall be provided with at least one 10' wide unobstructed opening at all times. In no case shall a driveway remain closed for more than 6 hours after each closure unless otherwise authorized by the City.

Pedestrian access facilities shall be provided through construction areas at all times. If operations require closure of walkways, adequate pedestrian directional signs shall be provided and maintained.

All Portland Concrete Cement (PCC) shall be ready mix concrete with Type II modified portland cement not less than 520 pounds per cubic yard with a minimum compressive strength in 28 days of 2500 psi.

The Contractor shall verify limits of the boundaries of each curb ramp, sidewalk, curb and gutter required for removal to obtain the correct grades needed for the installation of improvements. All boundaries limits will be approved by the City prior to saw cutting. The Contractor shall exercise care in removing existing concrete so as not to damage adjoining areas which are to remain in place and any damage so caused shall be replaced by the Contractor at his own expense.

All aggregate base/sub base shall remain. If the Contractor encounters unsuitable material in the subgrade, the City shall be notified. The material shall be removed to a depth as directed by the City. Aggregate base (Class 2, 3/4" max., medium gradation) to replace unsuitable material removed shall be placed, compacted and graded as specified in these provisions.

Removal and Replacement of AC (6" Depth) at Gutter Lip - The minimum pavement replacement section shall consist of a twenty-four inch (24") wide pavement section of six inches (6") Type "A" full depth asphalt concrete. See Asphalt Concrete section found elsewhere in these provisions for more information. Asphalt pavement sections will be saw cut, removed and replaced, unless otherwise directed by the City. The pavement edge shall be kept reasonable straight and vertical, and shall be performed in such a manner that the remaining pavement is undisturbed and undamaged. Edges shall be constructed parallel and /or right angles to the direction of traffic flow.

Asphalt concrete shall be placed at minimum three (3) days or the length of time needed for the concrete to reach 80% of it's required ultimate strength, whichever is more.

A tack coat of asphalt emulsion binder shall be applied to the perimeter or all edges of existing asphalt concrete prior to the backfilling of asphalt concrete.

The City shall be contacted to inspect forms and grading BEFORE placing concrete and AFTER forms have been removed. Forms shall conform to the requirements in Section 24, "Side Forms and Headers" of the Standard Specifications and these specifications.

Sidewalk forms shall be set with the upper edge true to line and grade and shall be rigidly held in place by stakes placed on the outside of the forms and set flush with the top edge of the form. The side forms shall remain for at least twelve (12) hours after finishing has been completed.

The City shall be contacted to inspect work AFTER forms have been removed and BEFORE areas around replaced sections of sidewalk, curb ramp, curb, and gutter have been backfilled or leveled to an even grade.

All new PCC improvements shall be doweled to existing PCC improvements using twelve inch (12") long No. 4 steel rebar. Generally, dowels shall be placed three feet (3') on center longitudinally when adjacent to existing PCC improvements with a minimum of two (2) equally spaced dowels. Two (2) equally spaced dowels shall also be placed at each conform to existing PCC curb and gutter and at each full width expansion joint. Dowels shall be drilled for tight fit and epoxied in place.

All adjoining sidewalk curb and gutter shall be poured monolithically unless directed by the City. The new back of sidewalk and curbs shall match existing concrete driveways and walkways within one-half inch (1/2") without adjusting the cross section.

Extruded curb will not be allowed. Expansion joints will not be allowed.

Exposed surfaces of all newly constructed concrete shall be sprayed uniformly with a clear curing compound. The material, method, and rate of application shall conform to Section 90-7.01B, "Curing Compound Method," of the State Specifications except that only non-pigmented curing compound conforming to the requirements of ASTM Designation: C 309, Type 1, Class B, or of AASHTO Designation: M 148, Type 1-D, shall be used.

Any finished concrete not conforming to the slope requirements found in these specifications shall be removed and replaced by and at the expense of the Contractor.

Damage Repairs/Protection of Concrete - All damage done or openings cut in concrete surface during the progress of the work shall be repaired by the Contractor to the satisfaction of the City. Patching of damage area shall not be allowed. Partial removal and replacement of sections of sidewalks, portions of curbs and gutter less than four feet (4') in length will not be allowed.

The Contractor shall protect the surface of the concrete pavement from damage and markings, both from pedestrian and other traffic. Barriers shall be placed as necessary to protect the concrete from traffic.

Contractor shall be allowed to remove only the amount of PCC that can be poured back by the Friday of the same week. Areas of removed PCC will not be allowed to remain open over the weekend and or holidays.

Detectable Warning Surface (DWS) - All newly constructed curb ramps and curb ramp pans shall consist of Detectable Warning Surface (DWS) constructed and installed in conformance with the Standard Construction Specifications and drawings.

The manufacturer shall provide a written 5-year warranty for prefabricated DWS, guaranteeing replacement when there is defect in the dome shape, color fastness, sound-on-cane acoustic quality, resilience, or detachment. The warranty period shall begin upon acceptance of the construction project by the City.

#### **Measurement and Payment**

Curb and gutter constructed in conjunction with curb ramps and sidewalks shall be measured and included in the bid items of those constructed areas and are not separated out for payment.

DWS shall be considered, unless otherwise noted, as included in the prices paid for the construction of curb ramps and no additional compensation will be allowed.

Unsuitable material excavated and replaced with Aggregate Base shall be paid under the bid item Excavation of Unsuitable Material and Aggregate Base, Class 2 found elsewhere in these provisions.

The contract unit price paid per SQUARE FOOT for REMOVE AND REPLACE AC (6" DEPTH) AT GUTTER LIP shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all work involved in saw cutting, removing asphalt concrete and associated subgrade to the required depth, hauling and disposal of removed materials, asphalt concrete placement, handling and compacting, including tack coat as shown on the drawings, as specified in these specifications and as directed by the City.

The contract unit price paid per SQUARE FOOT for REMOVE PCC CURB RAMP, SIDEWALK, CURB AND GUTTER shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all work involved in removing curb, gutter, and curb ramp, curb ramp pan, and sidewalk, including saw cutting of PCC and repairing any damage as shown on the drawings, as specified in these provisions and as directed by the City.

The contract unit price paid per SQUARE FOOT for PLACE PCC CURB RAMP, CURB AND GUTTER shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all work involved in constructing curb, gutter, and curb ramp, installation of DWS, complete in place including preparing sub grade, all form work, finishing and curing the concrete, scoring, furnishing and placing dowels and epoxy, curb and gutter testing and repairing and damages as shown on the drawings, as specified in these provisions and as directed by the City.

## **A.6 TRAFFIC SIGNS**

Replacement, repair, relocation or installation of new or existing traffic signs and any or all items associated with the sign such as sign blanks, hardware, pole, post, and pipe. All signs within the public right of way are included except those that are affixed to and integrally part of the traffic signals. This work will be performed as needed to provide minimum safety levels.

Traffic signs for the purpose of this item are described as but not limited to those traffic control devices contained in the most recent editions of the California Traffic Sign Chart and pertinent sections of the California MUTCD.

Roadside signs and posts shall conform to Section 34 of the Standard Construction Specifications. In general, traffic sign maintenance will include but not be limited to installation, maintenance, and replacement of traffic signs within the City. Signs are generally replaced due to vandalism, accidents, material failure or are missing. Signs should be replaced in the same location as the original existing sign unless otherwise directed by the City.

All Reflective Traffic Signs supplied to the City with the exception of the parking series will meet or exceed ASTM D4956 Type IX Standard (Diamond Grade). Reflective parking series signs will be Engineer Grade Sheeting.

### **Measurement and Payment**

The contract unit price paid per EACH for TRAFFIC SIGN (18", 24", 30", and 36") for the various sizes specified shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for performing all the work involved in placement of signs as specified in the Standard Construction Specifications, these provisions, and as directed by the City and no additional compensation will be allowed. The contract unit price paid for EACH traffic sign with a dimension of 48" or greater will be PER SQUARE FOOT and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for performing all the work involved in placement of signs and no additional compensation will be allowed.

The contract unit price paid per EACH for TRAFFIC SIGN STEEL POST or WOOD POST shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for performing all the work involved in placement of post as specified in the State Standard Specifications, these provisions, and as directed by the City and no additional compensation will be allowed.

## **A.7 LITTER PICK UP**

Contractor shall provide patrol for litter pickup along City's streets, bridges and intersections. Items located on roadways that present a hazard to traffic and /or the public shall be removed immediately. Contractor is responsible for proper disposal of litter picked up in the City right-of-way. Schedule of work times and locations will be approved by the City prior to work activity. During business hours, Contractor shall also respond to dispatch for litter pick up in emergency response or when requested by the City.

### **Measurement and Payment**

The contract unit price paid per HOUR for LITTER PICK UP shall include full compensation for furnishing all labor, materials, tools, equipment, disposal, and incidentals and for performing all the work involved in LITTER PICK UP as specified in these provisions, and as directed by the City and no additional compensation will be allowed.

## **A.8 GRAFFITI ABATEMENT**

Vendor(s) may employ a variety of methods, materials, and equipment for the removal or covering of all types of graffiti. Contractor(s) shall provide all labor, materials, and equipment necessary to perform graffiti abatement services.

As requested by the City, graffiti shall be removed from public structures including, but not limited to: public buildings, monuments and facilities, street light poles, traffic signal poles, controller boxes,

concrete structures (eg. City owned sidewalks, bridges, overpasses, drainage facilities), guardrails, traffic signs,

Graffiti abatement on private structures or property shall only be performed as directed by the City with the prior approval of the property owner. .

The method of removal shall not leave shadows or ghosts, and shall not follow the pattern of the graffiti such that letters or shapes remain apparent on the surface after the graffiti markings have been removed. Unless otherwise approved by the City, graffiti shall be removed so that virtually no trace of the pre-existing graffiti remains. The Contractor shall protect the surfaces adjacent to the area to be abated. The Contractor shall abate the entire surface in the event that the graffiti covers a significant area of the surface. The City shall determine whether or not an entire surface will be abated on a case by case basis.

#### **Measurement and Payment**

The contract unit price paid per SQUARE FOOT for GRAFFITI ABATEMENT shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for performing all the work involved in GRAFFITI ABATEMENT as specified in these provisions, and as directed by the City and no additional compensation will be allowed.

#### **A.9 ABANDONED HAZARDOUS WASTES**

Vendor(s) shall employ a minimum of one person that has completed and is current in Hazardous Waste Operations and Emergency Response (HAZWOPER) training.

This person will respond to and coordinate the proper clean-up of easily identifiable hazardous materials or hazardous materials incidents not requiring response by Fire or Environmental Management. Typical responses would be for spilled anti-freeze, spilled or leaking motor oil, discarded automotive batteries, bio-hazards such as spent hypodermic needles, or other easily identifiable substances within the public right of way. Responder will coordinate the removal of and proper disposal of materials listed above.

Contractor shall respond to and coordinate with the City for the proper clean up of abandoned hazardous waste materials found within the City. If contractor is requested to collect items, those waste items shall be properly disposed by the Contractor. The City will arrange for and pay for the proper disposal of all hazardous waste found abandoned in the City assuming Contractor notified the City and followed proper procedures. Hazardous wastes that are generated in the normal course of completing tasks assigned to the Contractor such as materials generated from the clean-up following a vehicle accident, are the responsibility of the Contractor.

#### **Measurement and Payment**

The contract price paid for ABANDONED HAZARDOUS WASTES will be the actual Labor, Equipment, and Materials used/required for each clean up. Schedule of Values will be used for pricing of these items.

#### **A.10 EMERGENCY RESPONSE and CITY EVENTS**

As directed by City staff, Contractor will periodically perform traffic control for roadway emergencies and special events. During such incidents or events, Contractor shall have the ability to deploy Type I barricades, traffic barriers, traffic cones, and traffic signs for short term road closures, lane closures, and/or detours as directed.

Detours - Placement of temporary barricades and roadway delineations to control or redirect the flow of traffic. Usually done as part of a special event or hazardous incident.

Road Closures –Placement of temporary barricades and roadway delineations to close a road. Usually done as part of a special event or hazardous incident.

#### **Measurement and Payment**

The contract price paid for emergency response and city events will be the actual Labor, Equipment, and Materials used/required for each emergency or City event. The contract unit price paid per HOUR of TRAFFIC CONTROL FOR ROADWAY EMERGENCIES AND CITY EVENTS specified shall include full

compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all work, as specified in the Standard Construction Specifications, these provisions, and as directed by the City. No additional compensation will be allowed.

#### **A.11 PAVEMENT MARKING, STRIPING and PAVEMENT MARKERS**

This work typically involves striping within school zones and other small areas of striping as directed by the City to improve safety.

Pavement Marking and Striping shall conform to Section 84 "Traffic Stripes and Pavement Markings" of the State Standard Specifications. Reflective Pavement markers shall conform to Section 85, "Pavement Markers," of the State Standard Specifications and these provisions.

All traffic striping and pavement marking shall be with paint or as directed by the City. Where traffic striping or markings are removed or covered, striping and/or markings shall be replaced in kind, or as directed by the City.

**Glass Beads** – As required for retro-reflectivity, all pavement markings and traffic stripes, except the black separation lines, shall receive a surface coat of glass beads. .

Glass beads shall be applied directly and uniformly to the traffic line with a bead dispenser machine, placed at the proper distance behind the paint spray nozzle to promote adhesion. All completed striping and markings shall be retro-reflective.

**Application Rates** - The following applications shall apply to all traffic striping and pavement markings:

- Broken Stripe, New surface  
First Coat: 4 to 5 gallons per mile  
Second Coat: 7 to 7.4 gallons per mile  
Glass beads (on second coat): 42 pounds per mile
- Broken Stripe, Re-striping  
One Coat: 7 to 7.4 gallons per mile  
Glass beads: 42 pounds per mile
- Solid Stripe, New surface  
First Coat: 12 to 14 gallons per mile  
Second Coat: 16 to 18 gallons per mile  
Glass beads (on second coat): 110+/- pounds per mile
- Solid Stripe, Re-striping  
One Coat: 16 to 18 gallons per mile  
Glass beads: 110+/- pounds per mile  
Black Traffic paint: Approx. 8 gallons per mile
- Pavement Markings, New surface  
First Coat: Light application to seal pavement  
Second Coat: 1 gallon per 100 square feet  
Glass beads (on second coat): 6 pounds per gallon of paint
- Pavement Markings, Re-striping  
One Coat: 1 gallon per 100 SF  
Glass beads: 6 pounds per gallon of paint

#### **Measurement and Payment**

The contract unit price paid per LINEAR FOOT of TRAFFIC STRIPING – 4" SKIP, TRAFFIC STRIPING – 4" SOLID, TRAFFIC STRIPING – 6" SOLID, TRAFFIC STRIPING – 8" SOLID, TRAFFIC STRIPING – 12" SOLID, TRAFFIC STRIPING – SOLID DOUBLE, TRAFFIC STRIPING – BROKEN DOUBLE specified shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all work involved including layout for striping and traffic control, as specified in the Standard Construction Specifications, these provisions, and as directed by the City. No additional compensation will be allowed.

The contract unit price paid per EACH of REFLECTIVE PAVEMENT MARKER, and RAISED PAVEMENT MARKER specified shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all work involved including layout for striping and traffic control, as specified in the Standard Construction Specifications, these provisions, and as directed by the City. No additional compensation will be allowed.

The contract unit price paid per SQUARE FOOT of PAVEMENT MARKING specified shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all work involved including layout for striping and traffic control, as specified in the Standard Construction Specifications, these provisions, and as directed by the City. No additional compensation will be allowed.

The contract unit price paid per LINEAR FOOT of CURB PAINTING specified shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all work involved including layout for striping and traffic control, as specified in the Standard Construction Specifications, these provisions, and as directed by the City. No additional compensation will be allowed.

The contract unit price paid per LINEAR FOOT of TRAFFIC STRIPING specified shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all work involved including layout for striping and traffic control, as specified in the Standard Construction Specifications, these provisions, and as directed by the City. No additional compensation will be allowed.

#### **A.12 TREE TRIMMING**

Trim public property trees to provide overall shape and/or provide horizontal and vertical clearances for pedestrians, vehicles and sign clearance and the removal of dead material. Trimming may be the minimum required or a full balanced trim.

##### **Measurement and Payment**

The contract unit price paid per EACH for TREE TRIMMING specified shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all work involved including traffic control and disposal of trimmed materials, as specified in the Standard Construction Specifications, these provisions, and as directed by the City. No additional compensation will be allowed.

#### **A.13 FALLEN TREE REMOVAL**

Remove fallen trees as needed to clear public right of way and property.

##### **Measurement and Payment**

The contract unit price paid per EACH for FALLEN TREE REMOVAL specified shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all work involved including traffic control and disposal of fallen tree materials, as specified in the Standard Construction Specifications, these provisions, and as directed by the City. No additional compensation will be allowed.

#### **A.14 ROADWAY VEGETATION CONTROL**

Once per year or as directed by City, control vegetation in and around drainage ditches or other drainage facilities using hand and/or chemical weed control methods. Consultant is responsible for proper disposal of vegetation as directed by of the City.

##### **Measurement and Payment**

The contract unit price paid per SQUARE FOOT for ROADWAY VEGETATION CONTROL shall include full compensation for furnishing labor and vehicle and equipment and incidental tools in performing the work and proper disposal of waste as specified in these provisions, and as directed by the City and no additional compensation will be allowed.

## **A.15 ROADWAY VEGETATION MOWING**

Once per year or as directed by City, cut weeds and vegetation in drainage ditches or other drainage facilities using tractors with discs and mowers. Consultant is responsible for proper disposal of vegetation as directed by of the City.

### **Measurement and Payment**

The contract unit price paid per SQUARE FOOT for ROADWAY VEGETATION MOWING shall include full compensation for furnishing labor and vehicle and equipment and incidental tools in performing the work and proper disposal of waste as specified in these provisions, and as directed by the City and no additional compensation will be allowed.

## **A.16 STREET SWEEPING**

Perform routine mechanical sweeping for arterial streets and major collectors and cost of residential paved streets with curb and gutter. Also include any emergency sweeping response due to storms, spills or other debris on any public road way.

Contractor will be responsible for all materials swept and shall properly dispose all materials collected. Contractor may make arrangements with a local property owner to temporarily store the material picked up from the sweeping operation. Storage of said material shall be in strict compliance with any applicable codes or regulation, including those which may govern storm water runoff. Cost of storage, removal, and disposal shall be the responsibility of the Contractor and shall be included in the unit cost per curb mile for each activity of street sweeping and no additional compensation will be allowed.

Contractor shall provide sufficient water for the street sweeping equipment necessary to comply with this Contract and to ensure curb and gutter are left in a clean condition and dust control is properly maintained. Contractor shall be responsible for obtaining and paying all associated cost in obtaining water. Cost of water shall be included in the unit cost per curb mile for each activity of street sweeping and no additional compensation will be allowed.

The sweeper shall be operated at a safe speed which will allow for maximum debris pick up. Recommended speeds are 3 to 5 miles per hour in heavy build up of debris and 6 to 8 miles per hour in light buildup. Sweeper shall be regenerative air or vacuum sweepers.

In order to comply with the requirements of the NPDES Permit the Contractor shall track all curb miles swept by road classification and cubic yards/tons of waste collected and removed. Contractor shall report this information to the City within one week of each street sweeping activity.

### Arterial & Collector Street Sweeping

Streets, including any center or median strips, shall be swept twice per year. Hours of operation shall be no earlier than 10:00 pm – 6:00 am, Monday – Friday (excluding City designated Holidays).

### Intersection Sweeping

Intersections shall be swept twice per year. All areas and corners of the intersection shall be swept, including at least ten (10) feet past the corner into the through lane(s). Hours of operation shall be no earlier than 10:00 pm – 6:00 am, Monday – Friday (excluding City designated Holidays)

### **Measurement and Payment**

The contract unit price paid per CURB MILE for ARTERIAL SWEEPING shall include full compensation for furnishing all labor, materials, tools, equipment, disposal, and incidentals and for doing all work involved in arterial sweeping, as specified in these provisions, and as directed by the Engineer.

The contract unit price paid per EACH for INTERSECTION SWEEPING shall include full compensation for furnishing all labor, materials, tools, equipment, disposal, and incidentals and for doing all work involved in intersection sweeping, as specified in these provisions, and as directed by the Engineer.

#### **A.17 SIDEWALK DISPLACEMENT GRINDING/ PATCHING**

Grinding and/or temporary patching or ramping of sidewalk, curb and gutter or any other concrete area within the public right of way.

##### **Measurement and Payment**

The contract unit price paid per SQUARE FOOT for SIDEWALK DISPLACEMENT GRINDING/PATCHING shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all work involved in grinding and providing temporary patch as specified in these provisions and as directed by the City.

#### **A.18 BARRICADE INSTALLATION AND REPAIR**

Replace damaged guardrail, barricades or other devices similar in nature and all associated components such as nuts, bolts, panels, posts etc. Straighten, repair, and repaint as needed to restore original condition and function.

##### **Measurement and Payment**

The contract unit price paid per LINEAR FOOT for BARRICADE INSTALLATION AND REPAIR shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all work involved in replacing, repairing, straightening, and repainting damaged guardrail and/or barricade, as specified in these provisions and as directed by the City.

#### **A.19 ROADSIDE DITCH CLEANING**

Remove accumulated silt, gravel, debris or vegetation, and trash from ditches with mechanical equipment or by hand to reestablish original flow line or establish better flow line.

The maintenance of roadside ditches and culverts protects our waterways by reducing sediment and debris traveling during periods of inclement weather. Keeping these areas free of debris also protects infrastructure by ensuring structures do not overflow and cause stormwater to pond on roadways creating safety issues and pavement damage. When directed by the City or when schedule is approved for roadside and culvert cleaning, Contractor shall respond and commence work within seven (7) calendar days.

**Roadside Ditches** - Unpaved roadside ditches shall be cleaned once per year to carry stormwater runoff from the road surface and to reduce roadway flooding. Cleaning will be typically scheduled during August – October.

Ditches shall be cleaned to the depth to match the existing adjacent grade and to ensure sufficient slope for runoff to flow to the nearest outlet. Interior sides of ditches must be smoothly contoured with each cut overlapping with matching contours. Care must be taken to maintain shoulder width between roadside ditches and improved or unimproved roadway. If surface adjacent to the top of the roadside ditch is disrupted during this maintenance operation, this area must be re-established in-kind to proper grade and re-compacted.

Where mechanical ditch pulling of vegetation is not required, low grasses should be preserved within the ditches to filter sediment and other pollutants in storm water. Overhanging branches may be trimmed during ditch cleaning operations. All trimmed branches/brushes and debris shall be hauled and disposed of properly off site by the Contractor.

Contractor shall use the most effective and appropriate method of removal. In some cases mechanical work involving a backhoe with specialized ditch cleaning bucket (no points) will be needed. Only enough material should be removed to eliminate undesirable brush/weeds and to maintain proper grade/flow-line. Care should be taken when mechanically cleaning in the area of culverts.

In other cases, non-mechanical work involving the use of hand tools such as hand shovels, weed eaters, and rakes will be the most effective. Only enough material should be removed to eliminate undesirable brush/weeds and to maintain proper grade/flow-line.

**Culverts** – Work shall include cleaning of all culvert structures and pipe culverts located within ditches. Underground pipe cleaning shall be performed by use of high powered hydraulic jet, vacuum trucks, cutters and other mechanical methods to restore full capacity to the underground pipes. All sediments and water removed shall be the responsibility of the Contractor and shall be properly disposed off site.

Any repairs, replacement or design changes required for pipes will be approved by the City prior to performance of work.

When replacing culverts they shall be set to the depth to match the existing adjacent grade and to ensure sufficient slope for runoff to flow to the nearest outlet. Re-paving of areas over newly installed road side culverts will be in kind and/or shall conform to the requirements of the Standard Construction Specifications.

In order to comply with the requirements of the NPDES Permit the Contractor shall track the amount of sediment, debris, and trash collected and removed separately in cubic yards/tons. Contractor shall report this information to the City within one week of each cleaning activity.

#### **Measurement and Payment**

The contract unit price paid per LINEAR FEET for ROADSIDE DITCH CLEANING regardless of width and depth shall include full compensation for furnishing all labor, materials, tools, equipment, disposal and incidentals and for performing all the work involved in roadside ditch cleaning as specified in these provisions, and as directed by the City and no additional compensation will be allowed.

The contract unit price paid per LINEAR FEET for CULVERT CLEANING shall include full compensation for furnishing all labor, materials, tools, equipment, disposal and incidentals and for performing all the work involved in culvert cleaning as specified in these provisions, and as directed by the City and no additional compensation will be allowed

Any repairs, replacement or design changes required for roadside ditches and culverts shall be directed and approved by the City prior to performance of work.

#### **A.20 DROP INLET CLEANING**

Inspection and removal of accumulated silt, gravel, debris or vegetation from drop inlets to reestablish clean condition in accordance with any local NPDES regulations.

The maintenance of drain inlets and drain pipes is critical for the flow of water under the road so that it may continue on its natural drainage course. Inlet and pipe obstructions may result in flooding and/or drainage to the roadway surface.

Maintenance of the collection system consists of conducting inspection and performing cleaning and repairs of manholes, drain inlets and drain lines within the City. Routine cleaning shall be scheduled to occur during dry weather and at the optimum time of year for the location. Contractor shall perform inspection on manholes and drain inlets to determine conditions of the facility. The Drop Inlet and Manhole Inspection Form, a copy is included in the Appendix, will be used to collect inspection and maintenance information. Contractor shall be familiar with the City's current general permits, Storm Water Pollution Prevention Plan Guidelines, Ordinances, National Pollutant Discharge and Erosion & Sediment Control documents prior to maintenance activities. In order to comply with the requirements of the NPDES Permit the Contractor shall track the amount of sediment, debris, and trash collected and removed separately in cubic yards/tons. Contractor shall report this information to the City within one week of each cleaning activity.

**Inspection** – Drop inlets and manholes will be inspected according to the schedule approved by the City. Inspection will include reporting of defects, illicit connections and illegal discharges. Faded or missing stencils and markers should also be reported. Other areas of inspection includes reporting of any broken pipes, manholes, catch basins, or plugged lines for scheduling of work and further investigation as prioritized by the City.

**Cleaning of Drain Inlets, Manholes and Drain Lines** – Work shall include cleaning of drain inlets and laterals that connects to each manhole. Cleaning will include vactoring all drain inlets first then rodding all laterals from manholes to the drain inlets. Vactor all debris from manholes after laterals have been cleaned. Rodding should be performed from mainline to downgrade end. Underground pipe cleaning shall be performed by use of high powered hydraulic jet, vacuum trucks, cutters and other mechanical methods to restore full capacity to the underground pipes. All sediments removed shall be the responsibility of the Contractor and shall be properly disposed off site. Excess water removed will be transported for proper disposal.

Any repairs, replacement or design changes required for pipes, manholes or drop inlets will be approved by the City prior to performance of work.

**Measurement and Payment**

The contract unit price paid per EACH for DROP INLET AND MANHOLE INSPECTION shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for performing all the work involved in drop inlet and manhole inspection as specified in these provisions, and as directed by the City and no additional compensation will be allowed.

The measurement per Each for payment of Drop Inlet Cleaning and Manhole Cleaning shall include 5' of all laterals extending to and from Inlets and Manholes.

The contract unit price paid per EACH for DROP INLET CLEANING AND MANHOLE CLEANING shall include full compensation for furnishing all labor, materials, tools, equipment, disposal, and incidentals and for performing all the work involved in drop inlet and manhole cleaning as specified in these provisions, and as directed by the City and no additional compensation will be allowed.

The measurement per Linear Feet for payment of Storm Drain Cleaning shall be measured 5' from all lines to and from Inlets and Manholes.

The contract unit price paid per LINEAR FEET for STORM DRAIN LINE CLEANING shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for performing all the work involved in storm drain line cleaning as specified in these provisions, and as directed by the City and therefore no additional compensation will be allowed.

**A.21 PATROL OF CITY STREETS DURING RAINSTORMS**

Inspect City drainage structures and facilities, roads, or any other public facility before, during or after periods of heavy storm water run off and cleaning of accumulated debris from catch basin grates, culvert inlets or other facilities in order for them to function properly. Contractor will provide patrol within the City to identify and correct problem locations and respond to public calls as required.

Problems identified shall be reported immediately back to the City for further action. Work activity will include labor and vehicle and incidentals to provide general patrol and response. Typical materials used in flood fighting will be sand and sand bags for stockpile, distribution, and placement. The City will provide sand bag location map and flood maps.

**Measurement and Payment**

The contract unit price paid per HOUR for FLOOD PREPARATION AND STORM RESPONSE shall include full compensation for furnishing labor and vehicle and incidental tools in performing Flood Preparation and Storm Response as specified in these provisions, and as directed by the City and no additional compensation will be allowed.

**A.22 RE-GRADE DIRT ROADS**

The City maintains two dirt roads, Lost Road and Cottonwood Canyon Roads, which are subject to erosion and washboarding from rainfall and traffic. Contractor shall re-grade these dirt roads to previous

condition. Contractor shall propose a schedule in the Work Plan. The City currently performs this work three times per year. Import of material will be required periodically.

**Measurement and Payment**

The contract unit price paid per EACH for RE-GRADE DIRT ROADS shall include full compensation for furnishing labor and vehicle and incidental tools in performing the work as specified in these provisions, and as directed by the City and no additional compensation will be allowed. When approved by the City, imported material will be paid for based on the actual cost of Materials used.

**B. DRAINAGE MAINTENANCE**

**B.1 TRASH REMOVAL**

Remove trash and litter from City owned drainage ditches or other drainage facilities. This activity can include tires, refrigerators and other large debris. Not to be used for roadside litter. Consultant is responsible for proper disposal of all trash and litter removed.

**Measurement and Payment**

The contract unit price paid per HOUR for TRASH REMOVAL shall include full compensation for furnishing labor and vehicle and incidental tools in performing the work and proper disposal of trash as specified in these provisions, and as directed by the City and no additional compensation will be allowed.

**B.2 VEGETATION CONTROL**

Once per year or as directed by City, control vegetation in and around drainage ditches or other drainage facilities using hand and/or chemical weed control methods. Consultant is responsible for proper disposal of vegetation as directed by of the City.

**Measurement and Payment**

The contract unit price paid per SQUARE FOOT for VEGETATION CONTROL shall include full compensation for furnishing labor and vehicle and equipment and incidental tools in performing the work and proper disposal of waste as specified in these provisions, and as directed by the City and no additional compensation will be allowed.

**B.3 VEGETATION MOWING**

Once per year or as directed by City, cut weeds and vegetation in drainage ditches or other drainage facilities using tractors with discs and mowers. Consultant is responsible for proper disposal of vegetation as directed by of the City.

**Measurement and Payment**

The contract unit price paid per SQUARE FOOT for VEGETATION MOWING shall include full compensation for furnishing labor and vehicle and equipment and incidental tools in performing the work and proper disposal of waste as specified in these provisions, and as directed by the City and no additional compensation will be allowed.

**B.4 CHANNEL CLEANING**

As needed to maintain flow, remove accumulated silt, gravel, debris or vegetation from channels with mechanical equipment or by hand to reestablish original flow line or establish better flow line. Consultant shall use the most effective method for cleaning and mechanical equipment will be necessary for certain work.

**Measurement and Payment**

The contract unit price paid per LINEAR FOOT for CHANNEL CLEANING shall include full compensation for furnishing labor and vehicle and equipment and incidental tools in performing the work and proper disposal of waste as specified in these provisions, and as directed by the City and no additional compensation will be allowed.

## **B.5 OUTFALL CLEANING**

As needed to maintain flow, remove accumulated silt, gravel, debris or vegetation from the openings at outfalls with mechanical equipment or by hand to reestablish original flow line or establish better flow line. Consultant shall use the most effective method for cleaning and mechanical equipment will be necessary for certain work.

### **Measurement and Payment**

The contract unit price paid per EACH for OUTFALL CLEANING shall include full compensation for furnishing labor and vehicle and equipment and incidental tools in performing the work and proper disposal of waste as specified in these provisions, and as directed by the City and no additional compensation will be allowed.

## **Attachments**

## **Attachment A: Evaluation and Selection Criteria**

The City will evaluate all eligible responses based on the following criteria:

- 1) Consultant's understanding of the work to be performed;
- 2) Qualifications, professional experience and skills of the consultant project manager and other proposed team members;
- 3) Ability to conform to the scope of work and schedule;
- 4) Performance on similar projects (based on input from references);
- 5) Completeness of the proposal submitted and responsiveness to the RFP.

**Attachment B: Schedule of Unit Values**

<b>ACTIVITY DESCRIPTION</b>	<b>UNIT</b>	<b>CITY EST. QTY</b>	<b>CONSULTANT EST. QTY.</b>	<b>UNIT VALUE</b>	<b>TOTAL ESTIMATE</b>
<b>Street Maintenance</b>					
Pavement Reconstruction	SF	500			
Pothole/Hand Patch	SF	500			
Soft Shoulder Grading/Backing					
Crack Sealing	LF	500			
Remove and Replace AC	SF				
Remove PCC Curb Ramp, Sidewalk, Curb and Gutter	SF				
Place PCC Curb Ramp, Sidewalk, Curb and Gutter	SF				
Traffic Sign	EA				
Traffic Sign Steel Post	EA				
Traffic Sign Wood Post	EA				
Litter Pick Up	HR				
Graffiti Abatement	SF				
Abandoned Hazardous Waste	EA				
Traffic Control for Roadway Emergencies and City Events	HR				
Pavement Marking	EA	50			
Curb Painting	LF				
Traffic Striping - 4" Skip Striping	LF	10000			
Traffic Striping - 4" Solid	LF	1000			
Traffic Striping - 6" Solid	LF	5000			
Traffic Striping - 8" Solid	LF	5000			
Traffic Striping - 12" Solid	LF	2000			
Traffic Striping - Solid Double	LF	5000			
Traffic Striping – Broken Double	LF	5000			
Reflective Pavement Markers	EACH	100			
Raised Pavement Markers	EACH	100			
Street Tree Trimming	EA	20			
Tree Trimming and Fallen Tree Removal	EA				
Arterial & Collector Street Sweeping	CURB MILE	80			

Arterial Intersection Sweeping	EA				
Sidewalk Displacement Grinding/Patching	EACH	25			
Barricade Replacement and Repair	LF	12			
Roadside Ditch Cleaning	LF	250			
Drop Inlet and Manhole Inspection	EA				
Drop Inlet and Manhole Cleaning	EA	160			
Storm Drain Line Cleaning	LF				
Flood Preparation and Storm Response	HR	20			
Re-Grade Dirt Roads	EA				
<b>Drainage Maintenance</b>					
Trash Removal	HOUR				
Vegetation Control	SF	1500			
Vegetation Mowing	SF	32			
Channel Cleaning	LF				
Outfall Cleaning	EA				
<b>Total estimate of work</b>					
<b>Total estimate of subcontracted work</b>					

**Attachment C: Professional Services Agreement**

The standard consultant contract form used by the City of Wildomar.

# PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, is made and effective as of \_\_\_\_\_ 2012, between the City of Wildomar, a municipal corporation ("City") and \_\_\_\_\_, [a sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation] ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

## SECTION 1. TERM OF AGREEMENT.

This Agreement shall commence on \_\_\_\_\_, 2012 and shall remain and continue in effect until tasks described herein are completed, but in no event later than \_\_\_\_\_, 200\_\_, unless sooner terminated pursuant to the provisions of this Agreement.

## SECTION 2. SCOPE OF SERVICES.

CONSULTANT shall perform the scope of services described and set forth in Exhibit "A", attached hereto and incorporated herein as though set forth in full. CONSULTANT shall complete the tasks according to the schedule of performance which is also set forth in Exhibit "A".

## SECTION 3. ADDITIONAL SERVICES.

CONSULTANT shall not be compensated for any services rendered in connection with its performance of this AGREEMENT which are in addition to or outside of those set forth in this AGREEMENT or listed in EXHIBIT "A" "SCOPE OF SERVICES", unless such additional services are authorized in advance and in writing by the Council or City Manager in coordination with the Council of CITY. CONSULTANT shall be compensated for any such additional services in the amounts and in the manner agreed to by the Council or City Manager.

## SECTION 4. COMPENSATION AND METHOD OF PAYMENT.

(a) Subject to any limitations set forth in this AGREEMENT, CITY agrees to pay CONSULTANT the amounts specified in EXHIBIT "B".

(b) Each month CONSULTANT shall furnish to CITY an **original** invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, sub-consultant contracts and miscellaneous expenses. CITY shall independently review each invoice submitted by the CONSULTANT to determine whether the work performed and expenses incurred are in compliance with the provisions of this AGREEMENT. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection (c). In the event any charges or expenses are disputed by CITY, the original invoice shall be returned by CITY to CONSULTANT for correction and resubmission within thirty (30) days of receipt of an invoice of any disputed fees set forth on the

invoice.

(c) Except as to any charges for work performed or expenses incurred by CONSULTANT which are disputed by CITY, CITY will cause CONSULTANT to be paid within forty-five (45) days of receipt of CONSULTANT's invoice.

(d) Payment to CONSULTANT for work performed pursuant to this AGREEMENT shall not be deemed to waive any defects in work performed by CONSULTANT.

(e) No member of the City Council shall have any personal responsibility or liability for payment of any fees or costs incurred under this AGREEMENT.

## **SECTION 5. INSPECTION AND FINAL ACCEPTANCE.**

CITY may inspect and accept or reject any of CONSULTANT's work under this AGREEMENT, either during performance or when completed. CITY shall reject or finally accept CONSULTANT's work within Sixty (60) days after submitted to CITY. CITY shall reject work by a timely written explanation, otherwise CONSULTANT's work shall be deemed to have been accepted. CITY's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any of CONSULTANT's work by CITY shall not constitute a waiver of any of the provisions of this AGREEMENT including, but not limited to, sections 14 and 15, pertaining to indemnification and insurance, respectively.

## **SECTION 6. OWNERSHIP OF DOCUMENTS.**

All original studies, assessments, reports, data, notes, computer files, files and other documents prepared, developed or discovered by CONSULTANT in the course of providing any services pursuant to this AGREEMENT shall become the sole property of CITY and may be used, reused or otherwise disposed of by CITY without the permission of the CONSULTANT. Upon completion, expiration or termination of this AGREEMENT, CONSULTANT shall turn over to CITY all such original studies, assessments, reports, data, notes, computer files, files and other documents. With respect to computer files, Consultant shall make available to the City, at the Consultant's office and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

## **SECTION 7. CONSULTANT'S BOOKS AND RECORDS.**

(a) CONSULTANT shall maintain any and all documents and records demonstrating or relating to CONSULTANT's performance of services pursuant to this AGREEMENT. CONSULTANT shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to CITY pursuant to this AGREEMENT. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by CONSULTANT pursuant to this AGREEMENT. Any and all such documents or records shall be maintained for three years from the date of execution of this AGREEMENT and to the extent required by laws relating to audits of public agencies and their expenditures.

(b) Any and all records or documents required to be maintained pursuant to this

section shall be made available for inspection, audit and copying, at any time during regular business hours, upon written request by CITY or its designated representative. Copies of such documents or records shall be provided directly to the CITY for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at CONSULTANT's address indicated for receipt of notices in this AGREEMENT.

(c) Where CITY has reason to believe that any of the documents or records required to be maintained pursuant to this section may be lost or discarded due to dissolution or termination of CONSULTANT's business, CITY may, by written request, require that custody of such documents or records be given to the requesting party and that such documents and records be maintained by the requesting party. Access to such documents and records shall be granted to CITY, as well as to its successors-in-interest and authorized representatives.

#### **SECTION 8. STATUS OF CONSULTANT.**

(a) CONSULTANT is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of CITY. CONSULTANT shall have no authority to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against CITY, whether by contract or otherwise, unless such authority is expressly conferred under this AGREEMENT or is otherwise expressly conferred in writing by CITY.

(b) The personnel performing the services under this AGREEMENT on behalf of CONSULTANT shall at all times be under CONSULTANT's exclusive direction and control. Neither CITY, nor any elected or appointed boards, officers, officials, employees or agents of CITY, shall have control over the conduct of CONSULTANT or any of CONSULTANT's officers, employees or agents, except as set forth in this AGREEMENT. CONSULTANT shall not at any time or in any manner represent that CONSULTANT or any of CONSULTANT's officers, employees or agents are in any manner officials, officers, employees or agents of CITY.

(c) Neither CONSULTANT, nor any of CONSULTANT's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to CITY'S employees. CONSULTANT expressly waives any claim CONSULTANT may have to any such rights.

#### **SECTION 9. STANDARD OF PERFORMANCE.**

CONSULTANT represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this AGREEMENT in a thorough, competent and professional manner. CONSULTANT shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this AGREEMENT, CONSULTANT shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of CONSULTANT under this AGREEMENT.

#### **SECTION 10. COMPLIANCE WITH APPLICABLE LAWS; PERMITS AND LICENSES.**

CONSULTANT shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this AGREEMENT. CONSULTANT shall obtain any and all licenses, permits and authorizations necessary to perform the services set forth in this AGREEMENT. Neither CITY, nor any elected or appointed boards, officers, officials, employees or agents of CITY, shall be

liable, at law or in equity, as a result of any failure of CONSULTANT to comply with this section.

#### **SECTION 11. NONDISCRIMINATION.**

CONSULTANT shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with or related to the performance of this AGREEMENT.

#### **SECTION 12. CONFLICTS OF INTEREST.**

(a) CONSULTANT covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of CITY or which would in any way hinder CONSULTANT's performance of services under this AGREEMENT. CONSULTANT further covenants that in the performance of this AGREEMENT, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the City Manager. CONSULTANT agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY in the performance of this AGREEMENT.

(b) CITY understands and acknowledges that CONSULTANT is, as of the date of execution of this AGREEMENT, independently involved in the performance of non-related services for other governmental agencies and private parties. CONSULTANT is unaware of any stated position of CITY relative to such projects. Any future position of CITY on such projects shall not be considered a conflict of interest for purposes of this section.

#### **SECTION 13. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.**

(a) All information gained or work product produced by CONSULTANT in performance of this AGREEMENT shall be considered confidential, unless such information is in the public domain or already known to CONSULTANT. CONSULTANT shall not release or disclose any such information or work product to persons or entities other than CITY without prior written authorization from the City Manager, except as may be required by law.

(b) CONSULTANT, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the City Manager or unless requested by the City Attorney of CITY, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this AGREEMENT. Response to a subpoena or court order shall not be considered "voluntary" provided CONSULTANT gives CITY notice of such court order or subpoena.

(c) If CONSULTANT, or any officer, employee, agent or subcontractor of CONSULTANT, provides any information or work product in violation of this AGREEMENT, then CITY shall have the right to reimbursement and indemnity from CONSULTANT for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of CONSULTANT's conduct.

(d) CONSULTANT shall promptly notify CITY should CONSULTANT, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this AGREEMENT and the work performed thereunder. CITY retains the right, but has no obligation, to represent

CONSULTANT or be present at any deposition, hearing or similar proceeding. CONSULTANT agrees to cooperate fully with CITY and to provide CITY with the opportunity to review any response to discovery requests provided by CONSULTANT. However, this right to review any such response does not imply or mean the right by CITY to control, direct, or rewrite said response.

#### **SECTION 14. INDEMNIFICATION.**

(a) CITY and its respective elected and appointed boards, officials, officers, agents, employees and volunteers (individually and collectively, "INDEMNITEES") shall have no liability to CONSULTANT or any other person for, and CONSULTANT shall indemnify, defend, protect and hold harmless INDEMNITEES from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements (collectively "CLAIMS"), which INDEMNITEES may suffer or incur or to which INDEMNITEES may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise occurring as a result of or allegedly caused by the CONSULTANT's performance of or failure to perform any services under this AGREEMENT or by the negligent or willful acts or omissions of CONSULTANT, its agents, officers, directors, subcontractors or employees, committed in performing any of the services under this AGREEMENT.

(b) If any action or proceeding is brought against INDEMNITEES by reason of any of the matters against which CONSULTANT has agreed to indemnify INDEMNITEES as provided above, CONSULTANT, upon notice from CITY, shall defend INDEMNITEES at CONSULTANT's expense by counsel acceptable to CITY, such acceptance not to be unreasonably withheld. INDEMNITEES need not have first paid for any of the matters to which INDEMNITEES are entitled to indemnification in order to be so indemnified. The insurance required to be maintained by CONSULTANT under Section 15 shall ensure CONSULTANT's obligations under this section, but the limits of such insurance shall not limit the liability of CONSULTANT hereunder. The provisions of this section shall survive the expiration or earlier termination of this AGREEMENT.

(c) The provisions of this section do not apply to CLAIMS occurring as a result of the CITY's sole negligence or willful acts or omissions.

#### **SECTION 15. INSURANCE.**

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit "C" attached to and part of this agreement.

#### **SECTION 16. ASSIGNMENT.**

The expertise and experience of CONSULTANT are material considerations for this AGREEMENT. CITY has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon CONSULTANT under this AGREEMENT. In recognition of that interest, CONSULTANT shall not assign or transfer this Agreement or any portion of this AGREEMENT or the performance of any of CONSULTANT's duties or obligations under this AGREEMENT without the prior written consent of the City Council. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this AGREEMENT entitling CITY to any and all remedies at law or in equity, including summary termination of this AGREEMENT. CITY acknowledges, however, that

CONSULTANT, in the performance of its duties pursuant to this AGREEMENT, may utilize subcontractors.

#### **SECTION 17. CONTINUITY OF PERSONNEL.**

CONSULTANT shall make every reasonable effort to maintain the stability and continuity of CONSULTANT's staff assigned to perform the services required under this AGREEMENT. CONSULTANT shall notify CITY of any changes in CONSULTANT's staff assigned to perform the services required under this AGREEMENT, prior to any such performance.

#### **SECTION 18. TERMINATION OF AGREEMENT.**

(a) CITY may terminate this AGREEMENT, with or without cause, at any time by giving thirty (30) days written notice of termination to CONSULTANT. In the event such notice is given, CONSULTANT shall cease immediately all work in progress.

(b) CONSULTANT may terminate this AGREEMENT at any time upon thirty (30) days written notice of termination to CITY.

(c) If either CONSULTANT or CITY fails to perform any material obligation under this AGREEMENT, then, in addition to any other remedies, either CONSULTANT, or CITY may terminate this AGREEMENT immediately upon written notice.

(d) Upon termination of this AGREEMENT by either CONSULTANT or CITY, all property belonging exclusively to CITY which is in CONSULTANT's possession shall be returned to CITY. CONSULTANT shall furnish to CITY a final invoice for work performed and expenses incurred by CONSULTANT, prepared as set forth in SECTION 4 of this AGREEMENT. This final invoice shall be reviewed and paid in the same manner as set forth in SECTION 4 of this AGREEMENT.

#### **SECTION 19. DEFAULT.**

In the event that CONSULTANT is in default under the terms of this AGREEMENT, the CITY shall not have any obligation or duty to continue compensating CONSULTANT for any work performed after the date of default and may terminate this AGREEMENT immediately by written notice to the CONSULTANT.

#### **SECTION 20. COOPERATION BY CITY.**

All public information, data, reports, records, and maps as are existing and available to CITY as public records, and which are necessary for carrying out the work as outlined in the EXHIBIT "A" "SCOPE OF SERVICES", shall be furnished to CONSULTANT in every reasonable way to facilitate, without undue delay, the work to be performed under this AGREEMENT.

#### **SECTION 21. NOTICES.**

All notices required or permitted to be given under this AGREEMENT shall be in writing and shall be personally delivered, or sent by telecopier or certified mail, postage prepaid

and return receipt requested, addressed as follows:

To CITY: City of Wildomar  
23873 Clinton Keith Road, Ste 201  
Wildomar, CA 92595  
Attention:\_\_\_\_\_

To CONSULTANT: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

**SECTION 22. AUTHORITY TO EXECUTE.**

The person or persons executing this AGREEMENT on behalf of CONSULTANT represents and warrants that he/she/they has/have the authority to so execute this AGREEMENT and to bind CONSULTANT to the performance of its obligations hereunder.

The Council has authorized the undersigned to execute this AGREEMENT.

**SECTION 23. BINDING EFFECT.**

This AGREEMENT shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

**SECTION 24. MODIFICATION OF AGREEMENT.**

No amendment to or modification of this AGREEMENT shall be valid unless made in writing and approved by the CONSULTANT and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

**SECTION 25. WAIVER.**

Waiver by any party to this AGREEMENT of any term, condition, or covenant of this AGREEMENT shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this AGREEMENT shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this AGREEMENT. Acceptance by CITY of any work or services by CONSULTANT shall not constitute a waiver of any of the provisions of this AGREEMENT.

**SECTION 26. LAW TO GOVERN; VENUE.**

This AGREEMENT shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Riverside.

**SECTION 27. ATTORNEYS FEES, COSTS AND EXPENSES.**

In the event litigation or other proceeding is required to enforce or interpret any provision of this AGREEMENT, the prevailing party in such litigation or other proceeding shall be entitled to an award of reasonable attorney's fees, costs and expenses, in addition to any other relief to which it may be entitled.

**SECTION 28. ENTIRE AGREEMENT.**

This AGREEMENT, including the attached EXHIBIT "A" is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between CONSULTANT and CITY prior to the execution of this AGREEMENT. No statements, representations or other agreements, whether oral or written, made by any party which is not embodied herein shall be valid and binding. No amendment to this AGREEMENT shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

**SECTION 29. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL**

Consultant is bound by the contents of City's Request for Proposal, Exhibit "D" hereto and incorporated herein by this reference, and the contents of the proposal submitted by the Consultant, Exhibit "E" hereto. In the event of conflict, the requirements of City's Request for Proposals and this Agreement shall take precedence over those contained in the Consultant's proposals.

**SECTION 30. SEVERABILITY.**

If an term, condition or covenant of this AGREEMENT is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this AGREEMENT shall not be affected thereby and the AGREEMENT shall be read and construed without the invalid, void or unenforceable provision(s).

**IN WITNESS WHEREOF**, the parties hereto have caused this AGREEMENT to be executed the day and year first above written.

**CITY OF WILDOMAR**

**CONSULTANT:**

By \_\_\_\_\_  
Mayor

By \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed Name)

ATTEST:

\_\_\_\_\_  
Debbie A. Lee, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney

EXHIBIT "A"

SCOPE OF SERVICES AND SCHEDULE OF PERFORMANCE

EXHIBIT "B"  
PAYMENT SCHEDULE

## EXHIBIT "C"

### INSURANCE REQUIREMENTS

*Prior to the beginning of and throughout the duration of the Work, Consultant will maintain insurance in conformance with the requirements set forth below. Consultant will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, Consultant agrees to amend, supplement or endorse the existing coverage to do so. Consultant acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to City in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to City.*

*Consultant shall provide the following types and amounts of insurance:*

Commercial General Liability Insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than \$1,000,000 per occurrence.

Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than \$1,000,000 per accident. If Consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Consultant or Consultant's employees will use personal autos in any way on this project, Consultant shall provide evidence of personal auto liability coverage for each such person.

Workers Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident or disease.

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the consultant and "Covered Professional Services" as designated in the policy must specifically include work performed under this agreement. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this agreement.

*Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the state of California and with an A.M. Bests rating of A- or better and a minimum financial size VII.*

General conditions pertaining to provision of insurance coverage by Consultant. Consultant and City agree to the following with respect to insurance provided by Consultant:

1. Consultant agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds City, its officials, employees and agents, using standard ISO endorsement No. CG 2010 with an edition prior to 1992. Consultant also agrees to require all contractors, and subcontractors to do likewise.

2. No liability insurance coverage provided to comply with this Agreement shall prohibit Consultant, or Consultant's employees, or agents, from waiving the right of subrogation prior to a loss. Consultant agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.
3. All insurance coverage and limits provided by Contractor and available or applicable to this agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.
4. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.
5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.
6. All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. Consultant shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.
7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Consultant's general liability policy, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by Consultant or deducted from sums due Consultant, at City option.
8. Certificate(s) are to reflect that the insurer will provide 30 days notice to City of any cancellation of coverage. Consultant agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.
9. It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by Consultant or any subcontractor, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self insurance available to City.

10. Consultant agrees to ensure that subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to City for review.
11. Consultant agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any contractor, subcontractor, Architect, Engineer or other entity or person in any way involved in the performance of work on the project contemplated by this agreement to self-insure its obligations to City. If Consultant's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At that time the City shall review options with the Consultant, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.
12. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City will negotiate additional compensation proportional to the increased benefit to City.
13. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.
14. Consultant acknowledges and agrees that any actual or alleged failure on the part of City to inform Consultant of non-compliance with any insurance requirement in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.
15. Consultant will renew the required coverage annually as long as City, or its employees or agents face an exposure from operations of any type pursuant to this agreement. This obligation applies whether or not the agreement is canceled or terminated for any reason. Termination of this obligation is not effective until City executes a written statement to that effect.
16. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Consultant's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these

specifications applicable to the renewing or new coverage must be provided to City within five days of the expiration of the coverages.

17. The provisions of any workers' compensation or similar act will not limit the obligations of Consultant under this agreement. Consultant expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its employees, officials and agents.
18. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.
19. These insurance requirements are intended to be separate and distinct from any other provision in this agreement and are intended by the parties here to be interpreted as such.
20. The requirements in this Section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.
21. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Consultant for the cost of additional insurance coverage required by this agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

Consultant agrees to provide immediate notice to City of any claim or loss against Consultant arising out of the work performed under this agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

EXHIBIT "D"

CITY'S REQUEST FOR PROPOSALS

EXHIBIT "E"

CONSULTANT'S PROPOSAL

**CITY OF WILDOMAR – CITY COUNCIL**  
**Agenda Item #3.8**  
**GENERAL BUSINESS**  
**Meeting Date: April 11, 2012**

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**TO:** Mayor and City Council Members

**FROM:** Tim D’Zmura, Public Works Director

**PREPARED BY:** Steven Palmer, City Engineer

**SUBJECT:** Survey Contract for Sidewalks to Schools Improvement Project – Phase 2

**STAFF REPORT**

**RECOMMENDATION:**

Staff recommends that the City Council authorize the City Manager to execute a contract with Ludwig Engineering Associates, Inc. (Ludwig) in the amount of \$18,856 for survey services for the Sidewalks to Schools Improvement Project – Phase 2.

**BACKGROUND:**

The City issued a Request for Proposals (RFP) for survey services for the Sidewalks to Schools Improvement Project – Phase 2 on February 27, 2012. The scope of work includes all of the work necessary to provide the City with a detailed design survey to be used as the basis for engineering design and improvement plans and specifications for the following roadway segments:

- Bundy Canyon Road – Elsinore High School to Orange Street
- Canyon Drive – Mission Trail to existing sidewalk; and existing sidewalk to Orchard Street
- Prielipp Road – 255 feet west of Kevin Road to Kevin Road
- Grand Avenue – Central Avenue to David A Brown Middle School

**ANALYSIS:**

Four proposals were received by the City and reviewed and ranked based on the criteria specified in the RFP: understanding of the work to be performed, qualifications, professional experience and skills of the consultant project manager and other proposed team members, ability to conform to the scope of work and schedule, completeness of the proposal submitted and responsiveness to the RFP. Three members of the City’s project team reviewed and scored the

proposals based on how well they met the criteria described in the RFP. The proposals were then ranked using a weighted average of the scores.

The proposals were ranked as follows:

<b>Rank</b>	<b>Surveying Firm</b>	<b>Score</b>
1	Ludwig Engineering Associates	90
2	KDM Meridian	86
3	RBF Engineering	84
4	TKE Engineering	74

All three of the City reviewers ranked Ludwig's proposal as the top proposal. Overall, Ludwig's proposal demonstrated a thorough understanding of the work to be performed, substantial experience related to similar projects, and a complete understanding of the scope and schedule requested in the RFP. Based on this review staff recommends the City execute a contract for survey services with Ludwig.

**FISCAL IMPACTS:**

The Sidewalks to Schools Improvement Project – Phase 2 is funded by State Safe Routes to Schools grant funds and SB821 bicycle and pedestrian grant funds. The contract amount is \$18,856 with \$5,856 funded from Safe Routes to School funds and \$13,000 from SB821 funds.

Submitted by:  
Tim D'Zmura  
Public Works Director

Approved by:  
Frank Oviedo  
City Manager

**ATTACHMENTS:**

Professional Service Agreement

# ATTACHMENT 1

# PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, is made and effective as of \_\_\_\_\_ 2012, between the City of Wildomar, a municipal corporation ("City") and Ludwig Engineering Associates, Inc., a corporation, ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

## SECTION 1. TERM OF AGREEMENT.

This Agreement shall commence on \_\_\_\_\_, 2012 and shall remain and continue in effect until tasks described herein are completed, but in no event later than \_\_\_\_\_, 201\_\_, unless sooner terminated pursuant to the provisions of this Agreement.

## SECTION 2. SCOPE OF SERVICES.

CONSULTANT shall perform the scope of services described and set forth in Exhibit "A", attached hereto and incorporated herein as though set forth in full. CONSULTANT shall complete the tasks according to the schedule of performance which is also set forth in Exhibit "A".

## SECTION 3. ADDITIONAL SERVICES.

CONSULTANT shall not be compensated for any services rendered in connection with its performance of this AGREEMENT which are in addition to or outside of those set forth in this AGREEMENT or listed in EXHIBIT "A" "SCOPE OF SERVICES", unless such additional services are authorized in advance and in writing by the Council or City Manager in coordination with the Council of CITY. CONSULTANT shall be compensated for any such additional services in the amounts and in the manner agreed to by the Council or City Manager.

## SECTION 4. COMPENSATION AND METHOD OF PAYMENT.

(a) Subject to any limitations set forth in this AGREEMENT, CITY agrees to pay CONSULTANT the amounts specified in EXHIBIT "B".

(b) Each month CONSULTANT shall furnish to CITY an **original** invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, sub-consultant contracts and miscellaneous expenses. CITY shall independently review each invoice submitted by the CONSULTANT to determine whether the work performed and expenses incurred are in compliance with the provisions of this AGREEMENT. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection (c). In the event any charges or expenses are disputed by CITY, the original invoice shall be returned by CITY to CONSULTANT for correction and resubmission within thirty (30) days of receipt of an invoice of any disputed fees set forth on the

invoice.

(c) Except as to any charges for work performed or expenses incurred by CONSULTANT which are disputed by CITY, CITY will cause CONSULTANT to be paid within forty-five (45) days of receipt of CONSULTANT's invoice.

(d) Payment to CONSULTANT for work performed pursuant to this AGREEMENT shall not be deemed to waive any defects in work performed by CONSULTANT.

(e) No member of the City Council shall have any personal responsibility or liability for payment of any fees or costs incurred under this AGREEMENT.

## **SECTION 5. INSPECTION AND FINAL ACCEPTANCE.**

CITY may inspect and accept or reject any of CONSULTANT's work under this AGREEMENT, either during performance or when completed. CITY shall reject or finally accept CONSULTANT's work within Sixty (60) days after submitted to CITY. CITY shall reject work by a timely written explanation, otherwise CONSULTANT's work shall be deemed to have been accepted. CITY's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any of CONSULTANT's work by CITY shall not constitute a waiver of any of the provisions of this AGREEMENT including, but not limited to, sections 14 and 15, pertaining to indemnification and insurance, respectively.

## **SECTION 6. OWNERSHIP OF DOCUMENTS.**

All original studies, assessments, reports, data, notes, computer files, files and other documents prepared, developed or discovered by CONSULTANT in the course of providing any services pursuant to this AGREEMENT shall become the sole property of CITY and may be used, reused or otherwise disposed of by CITY without the permission of the CONSULTANT. Upon completion, expiration or termination of this AGREEMENT, CONSULTANT shall turn over to CITY all such original studies, assessments, reports, data, notes, computer files, files and other documents. With respect to computer files, Consultant shall make available to the City, at the Consultant's office and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

## **SECTION 7. CONSULTANT'S BOOKS AND RECORDS.**

(a) CONSULTANT shall maintain any and all documents and records demonstrating or relating to CONSULTANT's performance of services pursuant to this AGREEMENT. CONSULTANT shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to CITY pursuant to this AGREEMENT. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by CONSULTANT pursuant to this AGREEMENT. Any and all such documents or records shall be maintained for three years from the date of execution of this AGREEMENT and

to the extent required by laws relating to audits of public agencies and their expenditures.

(b) Any and all records or documents required to be maintained pursuant to this section shall be made available for inspection, audit and copying, at any time during regular business hours, upon written request by CITY or its designated representative. Copies of such documents or records shall be provided directly to the CITY for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at CONSULTANT's address indicated for receipt of notices in this AGREEMENT.

(c) Where CITY has reason to believe that any of the documents or records required to be maintained pursuant to this section may be lost or discarded due to dissolution or termination of CONSULTANT's business, CITY may, by written request, require that custody of such documents or records be given to the requesting party and that such documents and records be maintained by the requesting party. Access to such documents and records shall be granted to CITY, as well as to its successors-in-interest and authorized representatives.

#### **SECTION 8. STATUS OF CONSULTANT.**

(a) CONSULTANT is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of CITY. CONSULTANT shall have no authority to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against CITY, whether by contract or otherwise, unless such authority is expressly conferred under this AGREEMENT or is otherwise expressly conferred in writing by CITY.

(b) The personnel performing the services under this AGREEMENT on behalf of CONSULTANT shall at all times be under CONSULTANT's exclusive direction and control. Neither CITY, nor any elected or appointed boards, officers, officials, employees or agents of CITY, shall have control over the conduct of CONSULTANT or any of CONSULTANT's officers, employees or agents, except as set forth in this AGREEMENT. CONSULTANT shall not at any time or in any manner represent that CONSULTANT or any of CONSULTANT's officers, employees or agents are in any manner officials, officers, employees or agents of CITY.

(c) Neither CONSULTANT, nor any of CONSULTANT's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to CITY'S employees. CONSULTANT expressly waives any claim CONSULTANT may have to any such rights.

#### **SECTION 9. STANDARD OF PERFORMANCE.**

CONSULTANT represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this AGREEMENT in a thorough, competent and professional manner. CONSULTANT shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this AGREEMENT, CONSULTANT shall employ, at a minimum, generally accepted

standards and practices utilized by persons engaged in providing services similar to those required of CONSULTANT under this AGREEMENT.

**SECTION 10. COMPLIANCE WITH APPLICABLE LAWS; PERMITS AND LICENSES.**

CONSULTANT shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this AGREEMENT. CONSULTANT shall obtain any and all licenses, permits and authorizations necessary to perform the services set forth in this AGREEMENT. Neither CITY, nor any elected or appointed boards, officers, officials, employees or agents of CITY, shall be liable, at law or in equity, as a result of any failure of CONSULTANT to comply with this section.

**SECTION 11. NONDISCRIMINATION.**

CONSULTANT shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with or related to the performance of this AGREEMENT.

**SECTION 12. CONFLICTS OF INTEREST.**

(a) CONSULTANT covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of CITY or which would in any way hinder CONSULTANT's performance of services under this AGREEMENT. CONSULTANT further covenants that in the performance of this AGREEMENT, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the City Manager. CONSULTANT agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY in the performance of this AGREEMENT.

(b) CITY understands and acknowledges that CONSULTANT is, as of the date of execution of this AGREEMENT, independently involved in the performance of non-related services for other governmental agencies and private parties. CONSULTANT is unaware of any stated position of CITY relative to such projects. Any future position of CITY on such projects shall not be considered a conflict of interest for purposes of this section.

**SECTION 13. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.**

(a) All information gained or work product produced by CONSULTANT in performance of this AGREEMENT shall be considered confidential, unless such information is in the public domain or already known to CONSULTANT. CONSULTANT shall not release or disclose any such information or work product to persons or entities other than CITY without prior written authorization from the City Manager, except as may be required by law.

(b) CONSULTANT, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the City Manager or unless requested by the City Attorney of CITY, voluntarily provide declarations, letters of support, testimony at

depositions, response to interrogatories or other information concerning the work performed under this AGREEMENT. Response to a subpoena or court order shall not be considered "voluntary" provided CONSULTANT gives CITY notice of such court order or subpoena.

(c) If CONSULTANT, or any officer, employee, agent or subcontractor of CONSULTANT, provides any information or work product in violation of this AGREEMENT, then CITY shall have the right to reimbursement and indemnity from CONSULTANT for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of CONSULTANT's conduct.

(d) CONSULTANT shall promptly notify CITY should CONSULTANT, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this AGREEMENT and the work performed thereunder. CITY retains the right, but has no obligation, to represent CONSULTANT or be present at any deposition, hearing or similar proceeding. CONSULTANT agrees to cooperate fully with CITY and to provide CITY with the opportunity to review any response to discovery requests provided by CONSULTANT. However, this right to review any such response does not imply or mean the right by CITY to control, direct, or rewrite said response.

#### **SECTION 14. INDEMNIFICATION.**

(a) CITY and its respective elected and appointed boards, officials, officers, agents, employees and volunteers (individually and collectively, "INDEMNITEES") shall have no liability to CONSULTANT or any other person for, and CONSULTANT shall indemnify, defend, protect and hold harmless INDEMNITEES from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements (collectively "CLAIMS"), which INDEMNITEES may suffer or incur or to which INDEMNITEES may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise occurring as a result of or allegedly caused by the CONSULTANT's performance of or failure to perform any services under this AGREEMENT or by the negligent or willful acts or omissions of CONSULTANT, its agents, officers, directors, subcontractors or employees, committed in performing any of the services under this AGREEMENT.

(b) If any action or proceeding is brought against INDEMNITEES by reason of any of the matters against which CONSULTANT has agreed to indemnify INDEMNITEES as provided above, CONSULTANT, upon notice from CITY, shall defend INDEMNITEES at CONSULTANT's expense by counsel acceptable to CITY, such acceptance not to be unreasonably withheld. INDEMNITEES need not have first paid for any of the matters to which INDEMNITEES are entitled to indemnification in order to be so indemnified. The insurance required to be maintained by CONSULTANT under Section 15 shall ensure CONSULTANT's obligations under this section, but the limits of such insurance shall not limit the liability of CONSULTANT hereunder. The provisions of this section shall survive the expiration or earlier termination of this AGREEMENT.

(c) The provisions of this section do not apply to CLAIMS occurring as a

result of the CITY's sole negligence or willful acts or omissions.

**SECTION 15. INSURANCE.**

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit "C" attached to and part of this agreement.

**SECTION 16. ASSIGNMENT.**

The expertise and experience of CONSULTANT are material considerations for this AGREEMENT. CITY has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon CONSULTANT under this AGREEMENT. In recognition of that interest, CONSULTANT shall not assign or transfer this Agreement or any portion of this AGREEMENT or the performance of any of CONSULTANT's duties or obligations under this AGREEMENT without the prior written consent of the City Council. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this AGREEMENT entitling CITY to any and all remedies at law or in equity, including summary termination of this AGREEMENT. CITY acknowledges, however, that CONSULTANT, in the performance of its duties pursuant to this AGREEMENT, may utilize subcontractors.

**SECTION 17. CONTINUITY OF PERSONNEL.**

CONSULTANT shall make every reasonable effort to maintain the stability and continuity of CONSULTANT's staff assigned to perform the services required under this AGREEMENT. CONSULTANT shall notify CITY of any changes in CONSULTANT's staff assigned to perform the services required under this AGREEMENT, prior to any such performance.

**SECTION 18. TERMINATION OF AGREEMENT.**

(a) CITY may terminate this AGREEMENT, with or without cause, at any time by giving thirty (30) days written notice of termination to CONSULTANT. In the event such notice is given, CONSULTANT shall cease immediately all work in progress.

(b) CONSULTANT may terminate this AGREEMENT at any time upon thirty (30) days written notice of termination to CITY.

(c) If either CONSULTANT or CITY fails to perform any material obligation under this AGREEMENT, then, in addition to any other remedies, either CONSULTANT, or CITY may terminate this AGREEMENT immediately upon written notice.

(d) Upon termination of this AGREEMENT by either CONSULTANT or CITY, all property belonging exclusively to CITY which is in CONSULTANT's possession shall be returned to CITY. CONSULTANT shall furnish to CITY a final invoice for work performed and expenses incurred by CONSULTANT, prepared as set forth in SECTION 4 of this AGREEMENT. This final invoice shall be reviewed and paid in the same manner as set forth in SECTION 4 of this AGREEMENT.



**SECTION 24. MODIFICATION OF AGREEMENT.**

No amendment to or modification of this AGREEMENT shall be valid unless made in writing and approved by the CONSULTANT and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

**SECTION 25. WAIVER.**

Waiver by any party to this AGREEMENT of any term, condition, or covenant of this AGREEMENT shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this AGREEMENT shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this AGREEMENT. Acceptance by CITY of any work or services by CONSULTANT shall not constitute a waiver of any of the provisions of this AGREEMENT.

**SECTION 26. LAW TO GOVERN; VENUE.**

This AGREEMENT shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Riverside.

**SECTION 27. ATTORNEYS FEES, COSTS AND EXPENSES.**

In the event litigation or other proceeding is required to enforce or interpret any provision of this AGREEMENT, the prevailing party in such litigation or other proceeding shall be entitled to an award of reasonable attorney's fees, costs and expenses, in addition to any other relief to which it may be entitled.

**SECTION 28. ENTIRE AGREEMENT.**

This AGREEMENT, including the attached EXHIBIT "A" is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between CONSULTANT and CITY prior to the execution of this AGREEMENT. No statements, representations or other agreements, whether oral or written, made by any party which is not embodied herein shall be valid and binding. No amendment to this AGREEMENT shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

**SECTION 29. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL**

Consultant is bound by the contents of City's Request for Proposal, Exhibit "D" hereto and incorporated herein by this reference, and the contents of the proposal submitted by the Consultant, Exhibit "E" hereto. In the event of conflict, the requirements of City's Request for Proposals and this Agreement shall take precedence over those contained in the Consultant's proposals.

**SECTION 30. SEVERABILITY.**

If an term, condition or covenant of this AGREEMENT is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this AGREEMENT shall not be affected thereby and the AGREEMENT shall be read and construed without the invalid, void or unenforceable provision(s).

**IN WITNESS WHEREOF**, the parties hereto have caused this AGREEMENT to be executed the day and year first above written.

**CITY OF WILDOMAR**

**CONSULTANT:**

By \_\_\_\_\_  
Mayor

By \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed Name)

ATTEST:

\_\_\_\_\_  
Debbie A. Lee, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney

## EXHIBIT "A"

### SCOPE OF SERVICES AND SCHEDULE OF PERFORMANCE

#### **PROJECT UNDERSTANDING**

It is our understanding that the City of Wildomar requires *design surveying* for addition of curb and gutter, sidewalk improvements, and utility relocation for the following locations:

**A. Prielipp Road** - A detailed design survey will be performed for the length of roadway, approximately shown on the attached Exhibit "A", of the RFP, (Approx. 255 LF). Limits shall be 50' east and west of the existing sidewalk ends as shown. The survey shall include 50 foot sections from roadway crown to the flow lines and/or edge of pavement to verify pavement cross slopes and 60' minimum north of edge of pavement.

**B. Canyon Drive** - A detailed design survey will be performed for the length of roadway, approximately shown on the attached Exhibit "B", of the RFP, (Approx. 260 LF). Limits of the first portion shall be from the northeast curb return of Mission Trail to 50' past the existing sidewalk end. The second portion shall be from 50' west of the existing sidewalk end to the intersection of Canyon Drive and Orchard Street. The survey shall include 50 foot sections from roadway crown to the flow lines and/or edge of pavement to verify pavement cross slopes and 60' minimum north of edge of pavement. The scope shall include the preparation of a legal description and exhibit for acquisition of right-of-way along the road frontage of APN 367-002-006, and a separate legal description and exhibit for a temporary construction easement along the same parcel.

**C. Bundy Canyon Road** - A detailed design survey will be performed for the length of roadway, approximately shown on the attached Exhibit "C", of the RFP, (Approx. 600 LF). Limits shall be 100' west of the existing sidewalk end at the eastern property limits of Elsinore High School to the intersection of Bundy Canyon Road and Orange Street. The survey shall include 50 foot sections to both outside flow lines and/or edge of pavement to verify pavement cross slopes and 60' minimum north and south of edge of pavement.

**D. Grand Avenue** - A detailed design survey will be performed for the length of roadway, approximately shown on the attached Exhibit "D", of the RFP, (Approx. 1350 LF). Limits shall include the entire intersection of Grand Avenue and Central Street at the western project limit and extend easterly to include the first driveway entrance to David A Brown Middle School.

#### SCOPE OF SURVEY SERVICES

- The design survey will include all visible features such as high points, low points, curb and gutter, concrete drainage pans, sidewalks, mail boxes, trees, marked utility lines, utility boxes, trees, power poles w/ guide wires, signing, striping,

driveways, building corners and the existing storm drain and sanitary sewer systems with line and grade and invert data.

- The survey will include 50 foot sections to both outside flow lines and/or edge of pavement to verify pavement cross slopes and 60' minimum from edge of pavement. We understand the City will provide title commitments to our surveyor for the purposes of mapping existing Right-of-Way, property lines and easements.
- We understand the fees provided shall include up to 3 hours of meetings and coordination time between the survey manager and the City representative.
- The City will be responsible for ordering utility locations prior to the field survey being completed.
- Deliverables will include the complete design survey with all features labeled, control shown, and 1.0' contours in both hard copy and digital (AutoCAD 2011). Other data will be submitted in ASCII point files and DTM files compatible with AutoCAD's Land Development Desktop.



HOURLY MATRIX

SURVEY SERVICES FOR THE SIDEWALKS T SCHOOLS  
IMPROVEMENT PROJECT - PHASE 2



CITY OF WILDOMAR

TASKS	PERSONNEL HOURS			SUBTOTAL LABOR HOURS
	Survey Supervisor	2 Man Survey Crew / GPS	Survey Technician	
<b>1.0 PROJECT REQUIREMENTS / PROCEEDURE</b>				
Kick Off Meeting, Scope of Work Schedule	3			3
<b>Total 1.0</b>				
<b>2.0 SCOPE OF WORK</b>				
<b>2.1 TASK 1 - FIELD SURVEY</b>				
Establish Control	1	8	4	13
Locate right-of-way boundaries	2	8	4	14
X-section/Locate existing topographical features in public right-of-way	2	16	4	22
Download / process field data.	4		8	12
Create Base sheets	4		16	20
Plot center line profile and cross sections using AutoCad 2011.			6	6
Draw topographic map in AutoCAD 2011			4	4
<b>2.1.1 Deliverables: .</b>				
Completed design survey data and construction base drawings	3		2	5
<b>TOTAL HOURS</b>	19	32	48	99
<b>TOTAL ALL TASKS</b>				

EXHIBIT "B"  
PAYMENT SCHEDULE



# FEE SCHEDULE SURVEY SERVICES FOR THE SIDEWALKS TO SCHOOLS IMPROVEMENT PROJECT – PHASE 2

City of Wildomar

23873 Clinton Keith Rd., Ste. 201

Wildomar, CA 92695-9735



TASKS	PERSONNEL HOURS				SUBTOTAL LABOR HOURS	TOTAL ESTIMATED COSTS	
	Survey Supervisor	2 Man Survey Crew / GPS	Survey Technician				
Hourly Rate	130	346	75				
<b>1.0 PROJECT REQUIREMENTS / PROCEEDURE</b>							
Kick Off Meeting, Scope of Work Schedule	3			3	\$	390	
<b>Total 1.0</b>					\$	<b>390</b>	
<b>2.0 SCOPE OF WORK</b>							
<b>2.1 TASK 1 - FIELD SURVEY</b>							
Establish Control	1	8	4	13	\$	3,198	
Locate right-of-way boundaries	2	8	4	14	\$	3,328	
X-section/Locate existing topographical features in public right-of-way	2	16	4	22	\$	6,096	
Download / process field data.	4		8	12	\$	1,120	
Create Base sheets	4		16	20	\$	1,720	
Plot center line profile and cross sections using AutoCad 2011.			6	6	\$	450	
Draw topographic map in AutoCAD 2011			4	4	\$	300	
<i>Total Surveying</i>					\$	<b>16,212</b>	
<b>2.1.1 Deliverables:</b>							
Completed design survey data and construction base drawings	3		2	5	\$	540	
<i>Total 2.1.1 Deliverables</i>					\$	<b>540</b>	
<b>Total 2.1 TASK 1 CONTROL SURVEY</b>					\$	<b>16,752</b>	
<b>TOTAL HOURS</b>				19	32	48	99
<b>TOTAL ALL TASKS</b>						\$	<b>17,142</b>
<b>10% Contingency</b>						\$	<b>1,714</b>
<b>TOTAL FEE</b>						\$	<b>18,856</b>

## EXHIBIT "C"

### INSURANCE REQUIREMENTS

*Prior to the beginning of and throughout the duration of the Work, Consultant will maintain insurance in conformance with the requirements set forth below. Consultant will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, Consultant agrees to amend, supplement or endorse the existing coverage to do so. Consultant acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to City in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to City.*

*Consultant shall provide the following types and amounts of insurance:*

Commercial General Liability Insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than \$1,000,000 per occurrence.

Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than \$1,000,000 per accident. If Consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Consultant or Consultant's employees will use personal autos in any way on this project, Consultant shall provide evidence of personal auto liability coverage for each such person.

Workers Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident or disease.

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the consultant and "Covered Professional Services" as designated in the policy must specifically include work performed under this agreement. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this agreement.

*Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the state of California and with an A.M. Bests rating of A- or better and a minimum financial size VII.*

General conditions pertaining to provision of insurance coverage by Consultant. Consultant and City agree to the following with respect to insurance provided by Consultant:

1. Consultant agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds City, its officials, employees and agents, using standard ISO endorsement No. CG 2010 with an edition prior to 1992. Consultant also agrees to require all contractors, and subcontractors to do likewise.
2. No liability insurance coverage provided to comply with this Agreement shall prohibit Consultant, or Consultant's employees, or agents, from waiving the right of subrogation prior to a loss. Consultant agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.
3. All insurance coverage and limits provided by Contractor and available or applicable to this agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.
4. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.
5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.
6. All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. Consultant shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.
7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Consultant's general liability policy, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by City

shall be charged to and promptly paid by Consultant or deducted from sums due Consultant, at City option.

8. Certificate(s) are to reflect that the insurer will provide 30 days notice to City of any cancellation of coverage. Consultant agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will “endeavor” (as opposed to being required) to comply with the requirements of the certificate.
9. It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by Consultant or any subcontractor, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self insurance available to City.
10. Consultant agrees to ensure that subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to City for review.
11. Consultant agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any contractor, subcontractor, Architect, Engineer or other entity or person in any way involved in the performance of work on the project contemplated by this agreement to self-insure its obligations to City. If Consultant’s existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At that time the City shall review options with the Consultant, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.
12. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City will negotiate additional compensation proportional to the increased benefit to City.
13. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.

14. Consultant acknowledges and agrees that any actual or alleged failure on the part of City to inform Consultant of non-compliance with any insurance requirement in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.
15. Consultant will renew the required coverage annually as long as City, or its employees or agents face an exposure from operations of any type pursuant to this agreement. This obligation applies whether or not the agreement is canceled or terminated for any reason. Termination of this obligation is not effective until City executes a written statement to that effect.
16. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Consultant's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to City within five days of the expiration of the coverages.
17. The provisions of any workers' compensation or similar act will not limit the obligations of Consultant under this agreement. Consultant expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its employees, officials and agents.
18. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.
19. These insurance requirements are intended to be separate and distinct from any other provision in this agreement and are intended by the parties here to be interpreted as such.
20. The requirements in this Section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.
21. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Consultant for the cost of additional insurance coverage required by this agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of

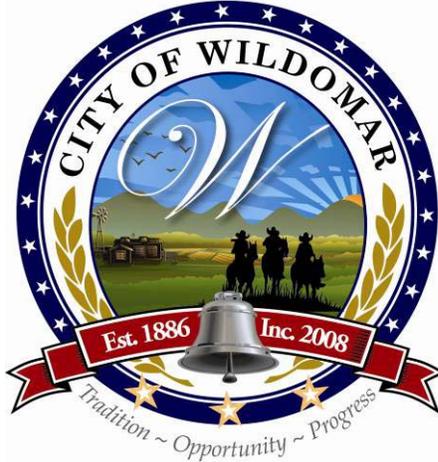
complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

Consultant agrees to provide immediate notice to City of any claim or loss against Consultant arising out of the work performed under this agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

EXHIBIT "D"

CITY'S REQUEST FOR PROPOSALS

# **CITY OF WILDOMAR**



## **Request for Proposals**

**For**

### **Survey Services for the Sidewalks to Schools Improvement Project – Phase 2**

**Office of the City Clerk  
City of Wildomar  
23873 Clinton Keith Road, Ste 201  
Wildomar, CA 92595**

**Proposals Due by 3:00 pm on Thursday, March 8, 2012**

**Introduction:**

The City of Wildomar is accepting proposals from qualified firms for Survey Services for the Sidewalks to Schools Improvement Project – Phase 2 in accordance with the included specifications, terms, and conditions shown in this Request for Proposals (RFP). Prospective respondents are advised to read this information over carefully prior to submitting a proposal.

One signed original and four (4) copies of the proposals should be submitted to the Office of the City Clerk by 3:00 pm on Thursday, March 8, 2012. Proposals shall be submitted in a sealed envelope clearly marked Survey Services for the Sidewalks to Schools Improvement Project – Phase 2 and addressed to:

**OFFICE OF THE CITY CLERK  
CITY OF WILDOMAR  
23873 Clinton Keith Road, Ste 201  
Wildomar, CA 92595**

Questions regarding this RFP are to be directed by e-mail to: Steven Palmer, City Engineer, at [spalmer@cityofwildomar.org](mailto:spalmer@cityofwildomar.org) for clarification purposes only. Material changes, if any, to the scope of services or proposal procedures will only be transmitted by written addendum.

Proposals will not be accepted by fax or electronically.

**Late Proposals:**

Proposals arriving after the specified date and time will not be considered, nor will late proposals be opened. Each firm assumes responsibility for timely submission of its proposal.

**Withdrawal or Modifications of Proposals:**

Any proposal may be withdrawn or modified by a written request signed by the firm and received by the City Clerk prior to the final time and date for the receipt of proposals. Once the deadline is past, firms are obligated to fulfill the terms of their proposal.

**Proposal Acceptance and Rejection:**

The City of Wildomar reserves the right to accept any proposal, to reject any and all proposals if said rejection is deemed in the best interest of the City, to call for new proposals, and to award the contract to other than the lowest cost proposal if deemed to be in the best interest of the City.

**Proposal Evaluation and Award:**

Evaluation will be made on the basis of the criteria noted in Attachment A: Evaluation and Selection Criteria. Award shall be made to the responsible firm whose proposal is determined to be the most advantageous to the City, taking into consideration price and adherence to the included specifications. The City will enter into an agreement with the successful firm for the specified products, services, and installation. Nothing herein shall obligate the City to award a contract to any responding firm.

**Qualification/Inspection/Interviews:**

Proposals will only be considered from firms normally engaged in providing the types of products and services specified herein. The City reserves the right to inspect the Firm's facilities, products, personnel, and organization at any time, or to take any other action necessary to determine Firm's ability to perform. The City reserves the right to reject proposals where evidence or evaluation is determined to indicate inability to perform. The City reserves the right to interview any or all responding firms and/or to award a contract without conducting interviews.

## **Guidelines for Proposal**

The following guidelines are provided for standardizing the preparation and submission of proposals. The intent is to assist respondents in the preparation of their submissions and to assist the City by simplifying the review process providing standards for comparison of submissions.

Statements submitted in response to this RFP shall include a complete response to the requirements in this section in the order presented. Statements should be a straightforward delineation of the respondent's capability to satisfy the intent and requirements of this RFP, and should not contain redundancies and conflicting statements.

Proposals shall be printed double sided, submitted on 8-1/2" x 11" recycled paper, with easy to read font size and style. Pages shall be numbered, tabbed, and presented in a three (3) ring binder or other bound format.

One signed original and four (4) copies of the proposals should be submitted to the Office of the City Clerk by 3:00 pm on Thursday, March 8, 2012. Proposals shall be submitted in a sealed envelope clearly marked Survey Services for the Sidewalks to Schools Improvement Project – Phase 2 and addressed to:

**OFFICE OF THE CITY CLERK  
CITY OF WILDOMAR  
23873 Clinton Keith Road, Ste 201  
Wildomar, CA 92595**

Proposals shall contain the following information in the order listed:

1. Introductory letter

The introductory letter should be addressed to:

Steven Palmer  
City Engineer  
City of Wildomar  
23873 Clinton Keith Road, Ste 201  
Wildomar, CA 92595

The letter should state the prime firm and include the firm's name submitting the proposal, their mailing address, telephone number, and contact name. The letter shall address the firm's understanding of the project based on this RFP and any other information the firm has gathered. Include a statement discussing the firm's interest and qualifications for this type of work. The letter shall be signed by a principal authorized to commit the firm contractually.

2. Qualifications and Experience

Describe the firm's capability for actually undertaking and performing the work. List types and locations of similar work performed by the firm in the last five (5) years that best characterizes the quality and past performance. Include names and current phone numbers for contact on work quality and performance. References may be contacted as part of the selection process.

3. Work Plan

The work plan should indicate the firm's ability to meet each specification as outlined in this document. The work plan should address the items of work as described in this RFP. The plan should be simple, easy to read and follow, and address and satisfy the objectives and specifications as listed in the Scope of Work in this RFP. The work plan shall also include a summary of anticipated hours and billing classification (without cost information) for each member of the consultant team proposed for each task.

4. Conflict of Interest Statement

The firm shall disclose any financial, business, or other relationship with the City that may have an impact upon the outcome of this contract.

5. Supportive Information/References

This section may include graphs, charts, photos, resumes, references, etc. in support of the firm's qualifications.

6. Comments on or Requested Changes to Contract

The City of Wildomar standard professional services contract is included as Attachment B to this Request for Proposals. The proposing firm shall identify any objections to and/or request changes to the standard contract language in this section.

7. Fee

This section shall be submitted in a sealed envelope and shall include a summary of anticipated hours, billing classification, and hourly billing rate for each member of the proposed consultant team for each work plan task, reimbursement levels for direct expenses, and a total not-to-exceed cost for requested products and services outlined in the Scope of Work. No cost increases shall be passed onto the City after the proposal has been submitted. Tax, if applicable, is to be listed as a separate line item.

## SCOPE OF WORK

### Introduction:

The City of Wildomar is soliciting proposals for survey services from qualified firms for the City to utilize in preparing engineering design and improvement plans and specifications for the Sidewalks to Schools Improvement Project – Phase 2. The project area is located in four segments: Bundy Canyon Road, Canyon Drive, Prielipp Road, and Grand Avenue.

The scope of work shall include all of the work necessary to provide the City with a detailed design survey to be used as the basis for engineering design and improvement plans and specifications. The County of Riverside vertical and horizontal datum shall be used and control for future construction shall be set.

### Scope of Services:

The scope of services shall include, at a minimum, the following tasks:

#### 1. Topographic Survey

This is a roadway improvement project that generally includes roadway widening and the addition of a curb, gutter & sidewalk improvements. The topographic survey shall include horizontal and vertical coordinates for all visible features such as high points, low points, grade breaks, edge of pavement, curb and gutter, concrete drainage pans, sidewalks, mail boxes, trees, marked utility lines, utility boxes, manholes, trees, power poles w/ guide wires, signing, striping, driveways, building corners, sanitary sewer, and existing storm drain.

Surveying services will be provided for the subject length of the following roadways:

- A. Prielipp Road. A detailed design survey is required for the length of roadway, approximately shown on the attached **Exhibit "A"** (Approx. 255 LF). Limits shall be 50' east and west of the existing sidewalk ends as shown. The survey shall include 50 foot sections from roadway crown to the flow lines and/or edge of pavement to verify pavement cross slopes and 60' minimum north of edge of pavement.
- B. Canyon Drive. A detailed design survey is required for the length of roadway, approximately shown on the attached **Exhibit "B"** (Approx. 260 LF). Limits of the first portion shall be from the northeast curb return of Mission Trail to 50' past the existing sidewalk end. The second portion shall be from 50' west of the existing sidewalk end to the intersection of Canyon Drive and Orchard Street. The survey shall include 50 foot sections from roadway crown to the flow lines and/or edge of pavement to verify pavement cross slopes and 60' minimum north of edge of pavement. The scope shall include the preparation of a legal description and exhibit for acquisition of right-of-way along the road frontage of APN 367-002-006, and a separate legal description and exhibit for a temporary construction easement along the same parcel.
- C. Bundy Canyon Road. A detailed design survey is required for the length of roadway, approximately shown on the attached **Exhibit "C"** (Approx. 600 LF). Limits shall be 100' west of the existing sidewalk end at the eastern property limits of Elsinore High School to the intersection of Bundy Canyon Road and Orange Street. The survey shall include 50 foot sections to both outside flow lines and/or edge of pavement to verify pavement cross slopes and

60' minimum north and south of edge of pavement.

- D. Grand Avenue. A detailed design survey is required for the length of roadway, approximately shown on the attached **Exhibit "D"** (Approx. 1350 LF). Limits shall include the entire intersection of Grand Avenue and Central Street at the western project limit and extend easterly to include the first driveway entrance to David A Brown Middle School.

**2. Meetings and Coordination**

The Consultant shall assume 3 hours of meeting and coordination time between the survey manager and the City representative. The surveyor will be responsible for ordering utility locates prior to the field survey being completed.

**3. Deliverables**

Deliverables shall include the complete design survey with all features labeled, control shown, and 1.0' contours in both hard copy and digital (AutoCAD 2007). Other data to be submitted will include an ASCII point file and DTM files compatible with AutoCAD Land Development Desktop.

**Schedule**

The City anticipates that the contract will be awarded on March 15, 2012 and deliverables will be due within 30 days.

**Compensation**

Firms shall propose a summary of anticipated hours, billing classification, and hourly billing rate for each member of the proposed consultant team for each work plan task, reimbursement levels for direct expenses, and a total not-to-exceed cost for requested products and services outlined in the Scope of Work. Include a separate line item not-to-exceed contract amount for the detailed design survey for Grand Avenue. Progress payments will be reviewed and approved monthly

**Other Information**

The Consultant is expected to prepare a monthly status report to be submitted with invoices. The report should include a detailed description of work performed during the preceding month for which charges have been submitted. The report should also include anticipated work to be performed during the upcoming month.

## **Attachments**

### **Attachment A: Evaluation and Selection Criteria**

The City will evaluate all eligible responses based on the following criteria:

- 1) Consultant's understanding of the work to be performed;
- 2) Qualifications, professional experience and skills of the consultant project manager and other proposed team members;
- 3) Ability to conform to the scope of work and schedule;
- 4) Performance on similar projects (based on input from references);
- 5) Completeness of the proposal submitted and responsiveness to the RFP.

### **Attachment B: Professional Services Agreement**

The standard consultant contract form used by the City of Wildomar.

EXHIBIT "E"

CONSULTANT'S PROPOSAL

**Proposal for**

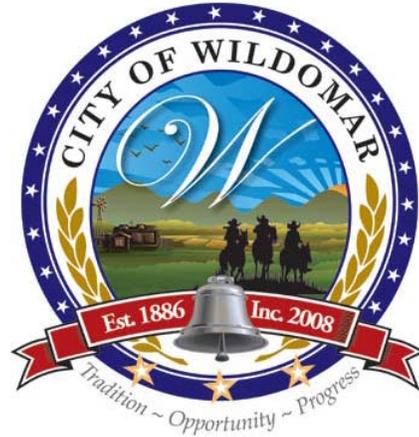
***Survey Services  
For the  
Sidewalk to  
Schools Improvement  
Project – Phase 2***

*Prielipp Road  
Canyon Drive  
Bundy Canyon Road  
Grand Avenue*

*March 8, 2012*



Prepared for



23873 Clinton Keith Road, Suite 201  
Wildomar, CA

Prepared by:



Civil Engineering • Surveying • Planning

California  
Corporate

109 E. 3rd St., San Bernardino, CA 92410  
Phone 909-884-8217 Fax 909-889-0153

15252 Seneca Rd., Victorville, CA 92392  
Phone 760-951-7676 Fax 760-241-0573

Arizona

5508 Clubhouse Dr., Fort Mohave, AZ 86426  
Phone 928-768-1857 Fax 928-768-7086

2126 McCulloch Blvd., Ste. 8  
Lake Havasu City, AZ 86403  
Phone 928-680-6060 Fax 928-854-6530



California

109 E. 3rd St.  
San Bernardino, CA 92410  
Ph. 909-884-8217  
Fax 909-889-0153  
Toll Free 800-879-1282  
www.ludwigeng.com

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Victorville, CA 92392  
Ph. 760-951-7676  
Fax 760-951-7676

Arizona

5508 Clubhouse Dr.  
Fort Mohave, AZ 86426  
Ph. 928-768-1857  
Fax 928-768-7086

2126 McCulloch Blvd., Ste. 8  
Lake Havasu City, AZ 86403  
Ph. 928-680-6060  
Fax 928-854-6530

March 8, 2012

Steven Palmer  
City Engineer  
City of Wildomar  
23873 Clinton Keith Rd., Ste. 201  
Wildomar, CA 92695-9735

RE: **Request for Proposals for Survey Services for the Sidewalks to Schools Improvement Project – Phase 2**

Mr. Palmer,

Ludwig Engineering is submitting this proposal in response to the City of Wildomar Request for Proposal to Provide Professional Surveying Services as noted in the referenced RFP.

Our proposal includes our past experience, resumes of staff specifically available to be assigned to the project for its duration, responsible representative information, and scope of work for your review. Under separate cover please find our cost proposal and rate schedule. All surveying will be provided by Ludwig Engineering; no subconsultants will be used. All contracts associated with this project will be between Ludwig Engineering and the City of Wildomar.

Ludwig Engineering is highly qualified to provide surveying service for the following reasons:

- Ludwig Engineering's Survey Department has the capacity to provide full surveying services for any needs the City may have including performing GPS control networks, topographic mapping, boundary surveys, ALTA surveys, right of way surveys, monumentation, centerline ties, as-builts, data collection for design and all phases of construction staking and layout. Our Survey Department produces legal descriptions, plats and documents for recordation such as Grant Deeds, Certificates of Correction, and Corner Records and has online access to all recorded maps and documents for San Bernardino and Riverside Counties through "RealQuest" and "DocEdge" subscription services provided by First American Title Corp.
- Over the past 48 years Ludwig Engineering has provided professional surveying for a great many public improvement projects in and for the Counties of Riverside and San Bernardino and for many city governments including Perris, Adelanto, Colton, Chino Hills, Rancho Cucamonga, Rialto, Upland, Desert Hot Springs, Redlands, Victorville, and San Bernardino. We have also performed surveying for many very large subdivisions that have included highways and local streets, water, sewer, a variety of retention/detention basins, channelization, rip rap slope protection and storm drain. Some of the key staff that worked on these projects will be assigned to your projects.
- Our experience with many very large, multi-million dollar projects, demonstrates our organizational skills, competence and ability to execute tasks within our role on these projects. We urge you to contact the clients listed in reference to the quality of our work on past projects.
- Ludwig Engineering has consistently completed our projects within budget and on schedule.

Scott Sturm is a licensed Professional Land Surveyor with 30 years civil engineering experience and will be the Project Manager and Field Crew Supervisor for this project. Glen Ludwig, Principal Engineer, is a registered Professional Engineer in California, Arizona, Nevada and Colorado will assist with the project quality control.

The following is the name of the Ludwig Engineering's responsible representative and contact information.

Jim Fry, P.E., P.L.S., Vice President  
Senior Professional Engineer  
109 E. Third St.  
San Bernardino, CA 92410  
Phone: 909-884-8217  
Fax: 909-889-0153  
Email: [jfry@ludwigeng.com](mailto:jfry@ludwigeng.com)

Thank you very much for the opportunity to submit this proposal. We are looking forward to discussing this project further with you. Feel free to contact me or Glen Ludwig with any questions you have at 909-884-8217.

Sincerely,

Jim Fry, P.E., P.L.S.  
Vice President

bg

Enc.

- **Introductory letter**
- **Ludwig Engineering Associates ..... 1**
- **Qualifications / Experience / References ..... 2**
  - Similar Project Photos ..... 6
- **Work Plan ..... 10**
- **Hourly Matrix ..... 12**
- **Supportive Information**
  - Organizational Chart ..... 13
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- **Comments on Contract ..... 24**
- **Fee (Separate Cover)**

## **Business Overview**

Ludwig Engineering was founded in 1964 by Glen L. Ludwig, a Professional Engineer with over 45 years of civil engineering experience. Our office is located in downtown San Bernardino. Over the years we have had the pleasure of working on a number of public works projects for and throughout the Counties of Riverside and San Bernardino and for many city governments including Perris, Adelanto, Colton, Chino Hills, Rancho Cucamonga, Rialto, Upland, Desert Hot Springs, Redlands, Victorville, and San Bernardino.

We are a multi-discipline engineering firm that services both public and private clients. We are large enough to perform any size project quickly and within budget but small enough to assure personalized service. Part of the success of our firm is we have a very low employee turnover; our typical employee has worked for the firm for more than 15 years. Thus, our team has learned to work well together and has completed a number of projects similar to the City of Wildomar project. Ludwig Engineering currently has 24 employees with three survey crews.

Our survey crews use Trimble 5600 Robotic Total Station survey instruments and Trimble 5700 receivers and hand held survey controllers for GPS surveying utilizing CALVRS which allows our survey crews to survey with centimeter accuracy "on the fly" in "real time" without the use of base radios. All field information is electronically transferred to the office computer network.

## **Professional Surveying and Civil Engineering Services Offered**

- Design Surveys
- Boundary Surveying
- Construction Staking
- Control Surveying
- A.L.T.A Surveys
- Land Surveys
- GPS
- Easements and Legal Descriptions
- Aerial Mapping
- Right of Way Engineering
- Feasibility Studies & Reports
- Land Planning and Application Processing
- Subdivision & Planned Community Projects
- Street & Highway Projects
- Water & Sewer Projects
- Drainage, Storm Drain, Aqueduct Projects
- Construction Management
- Mobile Home Subdivision & Park Projects
- Site Engineering
- Railroad Intermodal Projects
- Regional Landfill Projects
- Assessment Engineering

Please visit our site at <http://ludwigeng.com>

## **PROJECT UNDERSTANDING**

It is our understanding that the City of Wildomar requires *design surveying* for addition of curb and gutter, sidewalk improvements, and utility relocation for the following locations:

**A. Prielipp Road** - A detailed design survey will be performed for the length of roadway, approximately shown on the attached Exhibit "A", of the RFP, (Approx. 255 LF). Limits shall be 50' east and west of the existing sidewalk ends as shown. The survey shall include 50 foot sections from roadway crown to the flow lines and/or edge of pavement to verify pavement cross slopes and 60' minimum north of edge of pavement.

**B. Canyon Drive** - A detailed design survey will be performed for the length of roadway, approximately shown on the attached Exhibit "B", of the RFP, (Approx. 260 LF). Limits of the first portion shall be from the northeast curb return of Mission Trail to 50' past the existing sidewalk end. The second portion shall be from 50' west of the existing sidewalk end to the intersection of Canyon Drive and Orchard Street. The survey shall include 50 foot sections from roadway crown to the flow lines and/or edge of pavement to verify pavement cross slopes and 60' minimum north of edge of pavement. The scope shall include the preparation of a legal description and exhibit for acquisition of right-of-way along the road frontage of APN 367-002-006, and a separate legal description and exhibit for a temporary construction easement along the same parcel.

**C. Bundy Canyon Road** - A detailed design survey will be performed for the length of roadway, approximately shown on the attached Exhibit "C", of the RFP, (Approx. 600 LF). Limits shall be 100' west of the existing sidewalk end at the eastern property limits of Elsinore High School to the intersection of Bundy Canyon Road and Orange Street. The survey shall include 50 foot sections to both outside flow lines and/or edge of pavement to verify pavement cross slopes and 60' minimum north and south of edge of pavement.

**D. Grand Avenue** - A detailed design survey will be performed for the length of roadway, approximately shown on the attached Exhibit "D", of the RFP, (Approx. 1350 LF). Limits shall include the entire intersection of Grand Avenue and Central Street at the western project limit and extend easterly to include the first driveway entrance to David A Brown Middle School.

## **SCOPE OF SURVEY SERVICES**

- The design survey will include all visible features such as high points, low points, curb and gutter, concrete drainage pans, sidewalks, mail boxes, trees, marked utility lines, utility boxes, trees, power poles w/ guide wires, signing, striping, driveways, building corners and the existing storm drain and sanitary sewer systems with line and grade and invert data.
- The survey will include 50 foot sections to both outside flow lines and/or edge of pavement to verify pavement cross slopes and 60' minimum from edge of pavement. We understand the City will provide title commitments to our surveyor for the purposes of mapping existing Right-of-Way, property lines and easements.

- We understand the fees provided shall include up to 3 hours of meetings and coordination time between the survey manager and the City representative.
- The City will be responsible for ordering utility locations prior to the field survey being completed.
- Deliverables will include the complete design survey with all features labeled, control shown, and 1.0' contours in both hard copy and digital (AutoCAD 2011). Other data will be submitted in ASCII point files and DTM files compatible with AutoCAD's Land Development Desktop.



HOURLY MATRIX

SURVEY SERVICES FOR THE SIDEWALKS T SCHOOLS  
IMPROVEMENT PROJECT - PHASE 2

CITY OF WILDOMAR



TASKS	PERSONNEL HOURS			SUBTOTAL LABOR HOURS
	Survey Supervisor	2 Man Survey Crew / GPS	Survey Technician	
<b>1.0 PROJECT REQUIREMENTS / PROCEEDURE</b>				
Kick Off Meeting, Scope of Work Schedule	3			3
<b>Total 1.0</b>				
<b>2.0 SCOPE OF WORK</b>				
<b>2.1 TASK 1 - FIELD SURVEY</b>				
Establish Control	1	8	4	13
Locate right-of-way boundaries	2	8	4	14
X-section/Locate existing topographical features in public right-of-way	2	16	4	22
Download / process field data.	4		8	12
Create Base sheets	4		16	20
Plot center line profile and cross sections using AutoCad 2011.			6	6
Draw topographic map in AutoCAD 2011			4	4
<b>2.1.1 Deliverables:</b>				
Completed design survey data and construction base drawings	3		2	5
<b>TOTAL HOURS</b>	19	32	48	99
<b>TOTAL ALL TASKS</b>				

Ludwig Engineering understands the importance of public agencies business goals and public works project objectives. To help you understand our extensive experience and what we do at Ludwig Engineering we have attached our related project experience.

Under this section you will see the project name, the client's name and contact information and the Ludwig Engineering Project Team associated with that project.

### **Current On-Call Agencies**

#### **3-Year Contract (2011-2014) – On-Call Services, City of Pomona**

**Client:** City of Pomona, Purchasing Division. P.O. Box 660,505 South Garey Avenue,  
Pomona, CA 91769, Kennie Nicomede, ( 909) 620-2381, Fax (909) 620-3711  
**Ludwig Engineering Project Team:** Jim Fry, Steve Shover, Bruce Wilson, Abe Gonzalez, Gary Duncan, Todd Martinell, Rene Bissonnette, Scott Sturm, James T. McDowell III, J. Scott, Boydston, Richard B. Carleton

#### **3-Year Contract (2009-2012) – On-Call Services, County of San Bernardino Architecture & Engineering Department**

**Client:** County of San Bernardino Architecture & Engineering Department, Carl Alban, Director,  
385 N. Arrowhead, Third Floor, San Bernardino, CA 92415 909-387-5025  
**Ludwig Engineering Project Team:** Jim Fry, Steve Shover, Bruce Wilson, Abe Gonzalez, Gary Duncan, Todd Martinell, Rene Bissonnette, Scott Sturm, James T. McDowell III, J. Scott Boydston, Richard B. Carleton

#### **3-Year Listing as Approved Professional Consultant (2009-2012) – On-Call Services, City of Yucaipa Public Works**

**Client:** City of Yucaipa Public Works, Bill Hemsley, Director of Public Works/City Engineer, 34272 Yucaipa Blvd., Yucaipa, CA 92399 909-797-2489  
**Ludwig Engineering Project Team:** Jim Fry, Scott Sturm, James T. McDowell III, J. Scott Boydston, Richard B. Carleton

#### **3 -Year Contract for On Call Services (2010-2013), City of Palm Desert Redevelopment Agency.**

**Client:** City of Palm Desert Redevelopment Agency, Laurel C. Knutson, 73-510 Fred Waring Drive, Palm Desert, CA 92260-2578  
**Ludwig Engineering Project Team:** Jim Fry, Steve Shover, Abelardo G. Gonzalez, Gary Duncan, Todd Martinell, Rene Bissonnette, Scott Sturm, James T. McDowell III, J. Scott Boydston, Richard B. Carleton

**Curb / Gutter, Sidewalk and Bike Lane Improvements for West Side Dr., Desert Hot Springs**

Performed design survey including cross sections of existing streets and utility locations, prepared plans, specifications and estimates and performed construction staking for approximately 2650 linear feet of 6-foot wide concrete sidewalk and Class II bike lane along the west side of West Dr. from Mission Lakes Blvd. to 8th St., identifying all utility conflicts such as power poles, mail boxes water meters, and coordinating the resolution of the conflicts with the respective utility companies. Collected location and elevation of all other pertinent existing facilities affecting design such as slopes, walls, fences, sidewalks, driveways, gates, trees and other landscaping.

Performed design survey including cross sections and utility locations, sidewalk Improvements for Two Bunch Palms and Pierson Blvd. Prepared plans, specifications and estimates and performed construction staking for approximately 2,950 linear feet of 6-foot wide sidewalk along Two Bunch Palms Tr. from Verbena Dr. to Miracle Hill Rd. and along the south side of Pierson Blvd. from Via Loretta Ave. to existing sidewalk east of Via Real.

**Client:** City of Desert Hot Springs; Jonathan D. Hoy, Public Works Director/City Engineer (760) 329-6411, Ext 247 or Hal Goldenberg, Public Works/Project Manager (760) 329-6411, Ext 216; 65950 Pierson Blvd., Desert Hot Springs, CA 92240

**Ludwig Engineering Project Team:** Jim Fry, Project Manager; Abe Gonzalez, Designer/Hydrologist; Bruce Wilson, Designer; Scott Sturm, Director of Surveys, Jim McDowell, Survey Party Chief; Rene Bissonnette, CAD

**Engineering and Construction Management Services – 16<sup>th</sup> Street to 19<sup>th</sup> Street in the Northwest Redevelopment Project Area, City of San Bernardino, EDA**

Establish centerline control, provide aerial mapping, cross sections and field location of all utilities for base sheets for plan design and construction staking, PS&E, Project development, engineering design of street improvements, bid management assistance, including the preparation of public bidding documents and project specifications and construction management for removal, replacement and upgrades of existing streets. Street improvements include curb, gutter, sidewalk, driveways, pavement replacement and street lights. This two mile reconstruction project included 8 residential streets with existing utilities and over 100 driveways requiring detailed design.

**Client:** City of San Bernardino, EDA, Kathleen Robles, Project Manager, 300 North "D" St., San Bernardino, CA 92418-0001, 909- 663-1044

**Ludwig Engineering Project Team:** Jim Fry, Glenn Budd, Abe Gonzalez, Bruce Wilson, Scott Sturm, Jim McDowell, Rene Bissonnette. Subs: MACM Construction Management, Inland Aerial Photogrametric Services, Hilltop Geotechnical, Saf-r-dig Potholing Services.

**Traffic Mitigation Inland Center, San Bernardino**

Performed preliminary design surveys including cross sections and data collections for existing streets and utilities for the widening of Orange Show Rd. at "E" St., and Mill St. at Inland Center Dr. and "E", signal modifications at 7 intersections, median in Inland Center Dr. and construction staking for curb and gutter and utility relocations.

**Client:** City of San Bernardino Economic Development Agency, Ludwig Barowoj, Project Manager, 201 N. "E" St., San Bernardino, CA 92401 (909) 384-5081

**Ludwig Engineering Project Staff:** Dick Rieker, Abe Gonzalez, Arulampalam Sivathanan, Jim Fry, Scott Sturm, Jim McDowell

**I-215 at Washington Street, Colton**

Aerial topography control, cross sections of existing streets, right of way, monumentation, construction

surveys for bridge widening, ramps, reconfiguration of freeway ramps, reconstruction of one mile of Washington Street and Mt. Vernon Avenue, utility locations and relocations. Provided staking of slope, curb and gutter, drainage facilities, bridge and asphalt concrete pavement, and provide grid grade sheets. All staking activities were performed in accordance with Caltrans' Staking Manual.

**Client:** Colton RDA, Agency Director, 650 N. La Cadena Dr., Colton, CA 92324 (909) 370-5099  
**Ludwig Engineering Project Staff:** Glen Ludwig, Dick Rieker, Abe Gonzalez, Arulampalam Sivathanan, Scott Sturm, Jim McDowell

#### **State of California Consolidated Office (Caltrans, District 8) Superblock, San Bernardino**

Establish control for aerial mapping and boundary survey, field cross sections, site design and construction surveying for Superblock complex including Cinema Star Theater, Caltrans building, County Law library and County Administrative building.

**Client:** City of San Bernardino, Economic Development Agency, 201 N. "E" St., San Bernardino, CA 92401, Ludwig Barowoj, Project Manager, 909-384-5081  
**Ludwig Engineering Project Staff:** Glen Ludwig, Dick Rieker, Abe Gonzalez, Scott Sturm, Jim McDowell

#### **Andalusia at Coral Mountain, Indio, California**

Performed design survey including cross sections of existing streets and utility locations, establish control for aerial mapping and boundary survey for the original 1280-acre property, 560 acres on which a 470-lot subdivision was developed. We provided all phases of construction staking for the subdivision including an 18-hole golf course and clubhouse facilities.

**Client:** TD Desert Development, Nolan Sparks, P. O. Box 1716, La Quinta, CA 92247 (760)-771-1941  
**Ludwig Engineering Project Staff:** Jim Fry, Scott Sturm, Jim McDowell, Scott Boydston, Rich Carleton

#### **Del Webb's Sun City Shadow Hills, Indio, California – 2004 – 2009**

Ludwig Engineering provided planning, civil engineering and surveying services, including cross sections of existing streets and utility locations for Pulte Homes on this project demonstrating that we have experience with a wide range of engineering services. It also shows that we have the staff and resources to manage large and complex project that require coordination with multiple disciplines and public agencies. The project encompassed 1,100 acres and 3,500 lots, an active adult residential golf course community with lakes and streams, a recreation center, clubhouse and golf maintenance facilities. Ludwig Engineering's work included land planning and a specific plan with the preparation and processing of all the tentative maps. Once the entitlement process was complete Ludwig Engineering was responsible for the final engineering for all tracts within the project including grading, street, sewer, water, storm drain, and signing and striping plans including the major public street improvements for Jefferson Street, Varner Road, Avenue 40, Madison Street, Monroe Street and Eastside Drive (over 6 miles of public streets with parkway improvements). Ludwig survey crews performed construction staking.

**Client:** Pulte Homes, Lianne Brock, Project Manager or Bob Paradise, Director of Construction, Pulte Homes, 2 Technology Dr., Irvine, CA 92618 (951) 258-6001  
**Ludwig Engineering Project Staff:** Glen Ludwig, QA/QC, Jim Fry, Project Manager; Albert Lorrabaquio, Project Engineer; Abe Gonzalez, Designer/Hydrologist; Rene Bissonnette, CADD; Scott Sturm, Survey Supervision; James T. McDowell III, Survey Party Chief; J. Scott Boydston, Surveyor; Richard B. Carleton, Surveyor

### **State Route 30 (I-210) Segment 8, San Bernardino**

Perform design survey including cross sections and utility locations and prepared utility maps identifying all utility companies involved in project area and determined the size and nature of facilities. Located each utility in the field and surveyed location, culminating in the preparation of the project utility maps which included name of utility, type and size of facilities, depth if underground, and horizontal location. This information was then used in design of the highway and connecting streets.

**Client:** SANBAG, Richard Henderson, Project Manager, SANBAG, 472 N. Arrowhead Ave., SB, CA 92401, 909-884-8276

**Ludwig Engineering Project Staff:** Glen Ludwig, Dick Rieker, Scott Sturm, Jim McDowell, Vern Wahl, Alan Hadley

### **Barstow Heights Community Services District A.D. 87-1**

Survey control and mapping/data collection, design and preparation of plans and specifications, right of way engineering and assessment engineering for 30 miles of street improvements in an existing residential area in southwest Barstow. The project required design consideration for hundreds of existing homes and appurtenant improvements in addition to the existing utilities. Close attention to detail was required in order to properly match up to existing driveways, walls, fences and existing street improvements. Also responsible for bid support, construction staking, management and inspection services.

**Client:** Barstow Heights Community Services District, Beverly Lowry, President, Barstow Heights Community Services District, P. O. Box 1290, Barstow, CA 92311, 760-252-2262

**Ludwig Engineering Project Staff:** Jim Fry, Danny Alfrey, Scott Sturm, Jim McDowell, Milt Carlson

### **City of Adelanto Bartlett Avenue Improvements**

Street widening project for the City of Adelanto for approximately two miles of Bartlett Avenue through the older, existing area of Adelanto. The project included extensive survey topography work, existing utility research, design of road sections and plans and specifications to widen the existing street with curb and gutter, custom designs to make sidewalks and driveway work with existing buildings, solve any drainage problems, design new water mains and a dry sewer main for future use.

**Client:** City of Adelanto, City Engineer, 11600 Air Expressway, Adelanto, CA 92301 760-246-2300

**Ludwig Engineering Project Staff:** Glen Ludwig, Vern Wahl

### **San Bernardino County and City of Chino Hills Project No. 1**

Plans, specifications and estimates for the Chino Hills infrastructure project consisting of 6 miles of street and drainage improvements including 1 mile of realignment and widening of Carbon Canyon Road and Dudley Avenue. Also relocation of numerous utility facilities and detailed detour plans and traffic handling specifications.

Public/Private Participation Project-Chino Hills – As Project Manager contracting with San Bernardino County, responsible for financing, design, construction, right of way acquisitions and construction of a \$500 million infrastructure project to support development of 30,000 residential units. Infrastructure included roads (Grand Avenue, Eucalyptus Avenue and Chino Hills Parkway), flood control facilities, utility planning, sewer and water systems, fire stations, libraries, parks, and participation in school financing. This project was one of the largest public/private partnership projects undertaken.

Little Chino Creek – Hydrology studies and preparation of plans and specifications for the County of San Bernardino for 4,000 linear feet of 26 foot x 10 foot rectangular concrete channel, 2,600 linear feet of 14 foot x 10 foot reinforced concrete closed box channel, and 1,300 linear feet of trapezoidal channel. Project included relocation of existing utilities and confluence structures.

**Client:** County of San Bernardino Transportation and Flood Control, 825 E. Third St., San Bernardino, CA 92415, Vana Olson, Director, 909-387-2571

**Ludwig Engineering Project Team:** Dick Rieker, Project Manager/Engineer; Abe Gonzalez, Designer; Arulampalam Sivathasan, CAD; Jim McDowell, Survey Party Chief; Scott Sturm, Surveyor; Rich Carleton, Surveyor

**State Street Improvements, San Bernardino**

PS & E for northerly extension of State Street between Foothill Blvd. and 9<sup>th</sup> St. including preliminary field surveys for existing improvements, right of way, utility relocations and mapping (metric).

**Client:** City of San Bernardino, 300 N. "D" St., San Bernardino, CA 92418, T. Jarb Thaipejr, Project Manager, 909-384-5127)

**Ludwig Engineering Project Team:** Glen Ludwig, Jim McDowell, Vern Wahl

**Washington Street**



Performed design survey for the street widening, curb, gutter, and meandering sidewalks.

**Varner Road**



**Del Webb's  
Sun City Palm Desert  
Bermuda Dunes**

**Washington Street**



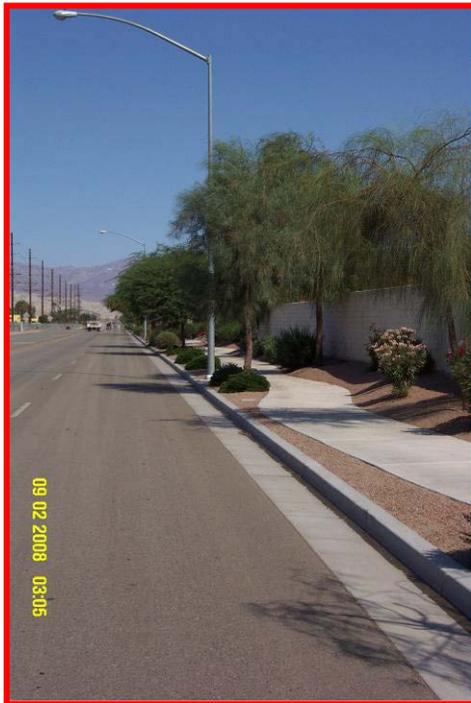
**Jefferson Street**



Performed design survey for street widening, curb, gutter, and meandering sidewalks.

**Del Webb's  
Sun City Shadow Hills  
Indio**

**Avenue 40**



**Monroe Street**



**Andalusia**



Performed design survey for street widening, curb, gutter, and sidewalks.

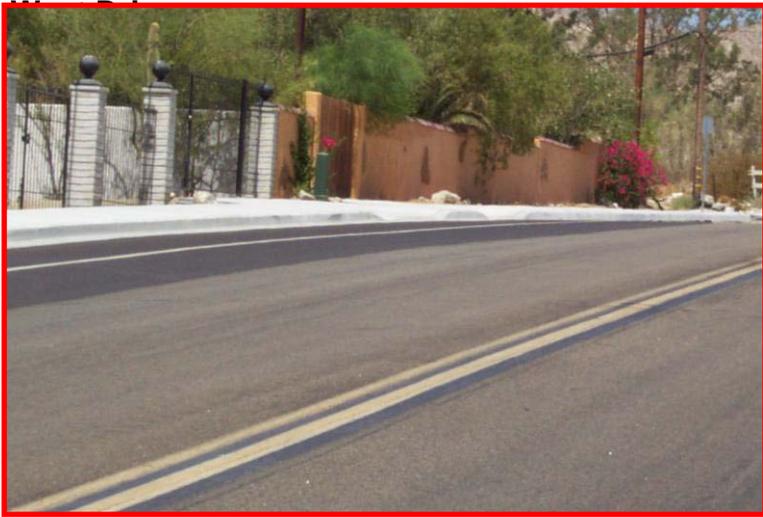
**T.D. Desert Development  
Andalusia at Coral Mountain  
La Quinta**

**Andalusia**



**Madison Street**





Performed design survey for street widening, curb, gutter, and sidewalks.

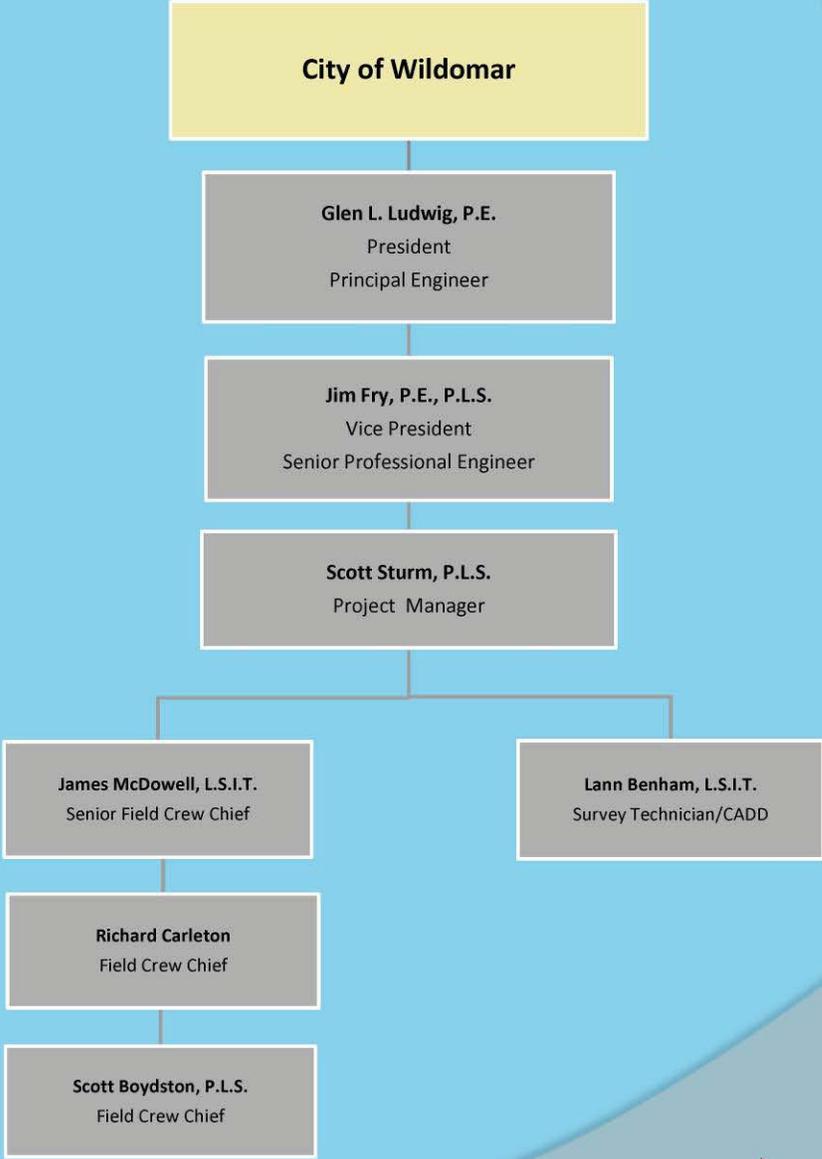
## City of Desert Hot Springs



## Two Bunch Palms



**City of Wildomar  
Notice Inviting Proposals for Surveys Services**



## **Personnel**

Ludwig Engineering will assign the following personnel to your project and they will be 100% available throughout the duration of the project. Also included is a project staff organization chart. Scott Sturm will be the Project Manager for the City of Wildomar project.

## **Key Personnel**

Full resumes of the following key personnel have been included as have abbreviated resumes of additional staff who will be assigned to City of Wildomar survey project.

***Glen L. Ludwig, P.E.***, President / Principal Engineer

***Jim Fry, P.E., P.L.S.***, Vice President / Senior Professional Engineer

***Scott Sturm, P.L.S.***, Project Manager / Field Crew Supervisor

***James T. Mc Dowell III, L.S.I.T.***, Senior Field Crew Chief

***J. SCOTT BOYDSTON, P.L.S., Field Crew Party Chief / Chainman***

**Education:** Courses in Land Surveying, San Jacinto Community College, California

**Registration:** P.L.S., California

**Experience:** 10 Years / 9 at Ludwig Engineering

Mr. Boydston's land surveying experience includes Party Chief and Chainman responsibilities for boundary control, topographic survey, ALTA's, photogrammetry and all aspects of construction surveying and staking. He is also the liaison in the field between Ludwig Engineering and the client to accomplish these tasks. His experience involves the use of GPS, both Static and RTK, as well as all aspects of conventional and robotic survey total stations. His experience covers subdivision projects and many public works projects involving highways, roads, water, sewer, storm drain and utilities.

***RICHARD B. CARLETON, Field Crew Party Chief / Chainman***

**Education:** Courses in Surveying and Advanced Surveying, San Bernardino Valley College, California

**Experience:** 24 Years / 16 at Ludwig Engineering

Mr. Carleton's land surveying experience includes Party Chief and Chainman responsibilities with a strong background in construction staking, topographical mapping and boundary surveying. Mr. Carleton, as a Party Chief, is the link in the field between the client and Ludwig Engineering to assure that all surveying is accomplished properly and to the client's satisfaction. His experience involves the use of GPS, both Static and RTK, as well as all aspects of conventional and robotic survey total stations. His experience covers a wide range of public works projects involving highways, roads, water, sewer, storm drain and utilities and many large, multi-million dollar subdivision projects for private developers.

***LANN BENHAM, L.S.I.T. Survey Technician / Chainman***

**Education:** Crafton Hills College (currently attending)

**Registration:** L.S.I.T., California

**Experience:** 6 Years / All at Ludwig Engineering

Mr. Benham's experience is both in the field as a Chainman on a survey crew and in the office as a Survey Technician and includes boundary control, topographic surveys, all aspects of construction surveying, drafting of final maps and Records of Survey and ALTA's utilizing AutoCAD and Terramodel, and all major and minor calculations related to surveying. He is also skilled in the use of GPS, both Static and RTK, as well as all phases of conventional and robotic survey total stations. He is proficient with Terramodel, AutoCAD, and Civil 3D software for drafting and calculations. Mr. Benham's experience covers a wide range of subdivision projects for private developers and many public works projects for highway, roads, water, sewer, storm drain and utilities.

- Ludwig Engineering Associates, Inc. has no comments or revisions regarding the standard City agreement.
- Ludwig Engineering Associates, Inc. meets all of the specified insurance requirements.
- Ludwig Engineering Associates, Inc. has no conflicts of interest with the City of Wildomar.



California

109 E. 3rd St.  
San Bernardino, CA 92410  
Ph. 909-884-8217  
Fax 909-889-0153  
Toll Free 800-879-1282  
www.ludwigeng.com

15252 Seneca Rd.  
Victorville, CA 92392  
Ph. 760-951-7676  
Fax 760-241-0573

Arizona

5508 Clubhouse Dr. 2126 McCulloch Blvd., Ste. 8  
Fort Mohave, AZ 86426 Lake Havasu City, AZ 86403  
Ph. 928-768-1857 Ph. 928-680-6060  
Fax 928-768-7086 Fax 928-854-6530

March 8, 2012

Steven Palmer  
City Engineer  
City of Wildomar  
23873 Clinton Keith Rd., Ste. 201  
Wildomar, CA 92695-9735

**RE: Request for Proposals for Survey Services for the Sidewalks to Schools Improvement Project – Phase 2**

Mr. Palmer,

To Whom It May Concern:

Enclosed is Ludwig Engineering's Project Fee Schedule for the above stated project.

Thank you for the opportunity to submit our proposal. Should you have any questions, please call me at 909-884-8217.

Best regards,

Jim Fry, P.E., P.L.S.  
Vice President

bg

Enc.



# FEE SCHEDULE

## SURVEY SERVICES FOR THE SIDEWALKS TO SCHOOLS IMPROVEMENT PROJECT – PHASE 2

City of Wildomar

23873 Clinton Keith Rd., Ste. 201

Wildomar, CA 92695-9735



TASKS	PERSONNEL HOURS			SUBTOTAL LABOR HOURS	TOTAL ESTIMATED COSTS
	Survey Supervisor	2 Man Survey Crew / GPS	Survey Technician		
Hourly Rate	130	346	75		
<b>1.0 PROJECT REQUIREMENTS / PROCEEDURE</b>					
Kick Off Meeting, Scope of Work Schedule	3			3	\$ 390
<b>Total 1.0</b>					<b>\$ 390</b>
<b>2.0 SCOPE OF WORK</b>					
<b>2.1 TASK 1 - FIELD SURVEY</b>					
Establish Control	1	8	4	13	\$ 3,198
Locate right-of-way boundaries	2	8	4	14	\$ 3,328
X-section/Locate existing topographical features in public right-of-way	2	16	4	22	\$ 6,096
Download / process field data.	4		8	12	\$ 1,120
Create Base sheets	4		16	20	\$ 1,720
Plot center line profile and cross sections using AutoCad 2011.			6	6	\$ 450
Draw topographic map in AutoCAD 2011			4	4	\$ 300
<i>Total Surveying</i>					<b>\$ 16,212</b>
<b>2.1.1 Deliverables: .</b>					
Completed design survey data and construction base drawings	3		2	5	\$ 540
<i>Total 2.1.1 Deliverables</i>					<b>\$ 540</b>
<b>Total 2.1 TASK 1 CONTROL SURVEY</b>					<b>\$ 16,752</b>
<b>TOTAL HOURS</b>				99	
<b>TOTAL ALL TASKS</b>					<b>\$ 17,142</b>
<b>10% Contingency</b>					<b>\$ 1,714</b>
<b>TOTAL FEE</b>					<b>\$ 18,856</b>

**CITY OF WILDOMAR – CITY COUNCIL**  
**Agenda Item #3.9**  
**GENERAL BUSINESS**  
**Meeting Date: April 11, 2012**

---

**TO:** Mayor and City Council

**FROM:** Frank Oviedo, City Manager

**SUBJECT:** Elsinore Valley Municipal Water District (EVMWD) Subcommittee Representative

**STAFF REPORT**

**RECOMMENDATION:**

Staff recommends that the City Council consider appointing a replacement representative to the Elsinore Valley Municipal Water District (EVMWD) Subcommittee.

**BACKGROUND:**

At the December meeting each year the City Council appoints Council Members to the City's various committees, commissions, and boards, both internally and regionally. From time to time an appointee's schedule may change and potentially cause a conflict with the meeting schedule.

Presently Mayor Pro Tem Walker and Councilwoman Swanson are appointed to serve as the City's representatives on the EVMWD subcommittee. Councilwoman Swanson has experienced a change in her work schedule and the EVMWD meeting now conflicts with her schedule.

The EVMWD subcommittee meets every other month (starting in February each year) on the second Tuesday at 8:30 a.m. The location of the meeting rotates between City Hall and the EVMWD's offices.

At this time it would be appropriate to consider appointing a replacement to the EVMWD subcommittee.

**FISCAL IMPACT:**

None

Submitted & Approved by:  
Frank Oviedo  
City Manager

**ATTACHMENTS:**

City Council Committees, Commissions, and Boards

**CITY COUNCIL COMMITTEES, COMMISSIONS, BOARDS**  
**(As of 12-22-10)**

**STANDING:**

Park and Recreation Committee

**Bridgette Moore**  
**Marsha Swanson**

**AD HOC SUBCOMMITTEES:**

**Economic Development**

(Appointed 02-10-10)

**Marsha Swanson**  
**Tim Walker**

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**EVMWD**

**Marsha Swanson**  
**Tim Walker**

Meets quarterly at 8:30 a.m. at either City Hall or the Water District Offices

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**Finance**

(Appointed 05-13-09)

**Bob Cashman**  
**Bridgette Moore**

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**Higher Education**

(Appointed 05-27-09)

**Bob Cashman**  
**Bridgette Moore**

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**Intergovernmental Relations Committee**

**Bob Cashman**  
**Marsha Swanson**

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**Lake Elsinore Unified School District**

(Appointed 10-14-09)

**Bob Cashman**  
**Bridgette Moore**

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**Southwest Coalition**

**Ben Benoit**  
**Bridgette Moore**

---

**Trails**

(Appointed 03-24-10)

**Bob Cashman**  
**Tim Walker**

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**REGIONAL COMMITTEES, COMMISSIONS, BOARDS**  
**Reviewed and Re-appointed/Re-designated December 22, 2010**

**Autism Task Force**  
**(Appointed May 12, 2010)**  
Meets as needed.

**Bridgette Moore**

---

**League of California Cities**

**Marsha Swanson, Voting Delegate**  
**Tim Walker, Alternate**

Meets annually at the League's Annual Conference, General Business Meeting.

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**PARSAC**

**Bob Cashman**  
**Gary Nordquist, Alt.**

Meets in May and December in Sacramento.

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**RCA**

**Western Riverside County Regional Conservation Authority**

**Ben Benoit**  
**Bob Cashman, Alternate**

Meets the first Monday of each month at 1:00 p.m. at the County Administration Center, Board of Supervisors Chambers, 4080 Lemon Street, Riverside (This committee meets every month in the same room one hour before WRCOG meets).

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**RCTC**

**Riverside County Transportation Commission**

**Ben Benoit**  
**Tim Walker, Alternate**

Meets the second Wednesday of each month at 9:30 a.m. at the County Administration Center, Board of Supervisors Chambers, 4080 Lemon Street, Riverside.

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**RTA**

**Riverside Transit Agency**

**Bridgette Moore**  
**Marsha Swanson, Alt.**

Meets the fourth Thursday of each month at 2:00 p.m. at the County Administration Center, Board of Supervisors Chambers, 4080 Lemon Street, Riverside.

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**SCAG**

**Southern California Association of Governments**

**Ben Benoit**  
**Tim Walker, Alternate**

Meets annually in June of each year.

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**Southwest Community Financing Authority**  
**(Animal Shelter)**

**Bridgette Moore**  
**Bob Cashman, Alternate**

Meets as needed.

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**WRCOG**

**Western Riverside Council of Governments**

**Ben Benoit**  
**Bob Cashman, Alternate**

Meets the first Monday of each month at 2:00 p.m. at the County Administration Center, Board of Supervisors Chambers, 4080 Lemon Street, Riverside.

**CITY OF WILDOMAR – COUNCIL**  
**Agenda Item #3.10**  
**GENERAL BUSINESS**  
**Meeting Date: April 11, 2012**

---

**TO:** Mayor and City Council Members  
**FROM:** Frank Oviedo, City Manager  
**SUBJECT:** City Attorney Budget Ad Hoc Subcommittee

**STAFF REPORT**

**RECOMMENDATION:**

Staff recommends that the City Council form a City Attorney Budget Ad Hoc Subcommittee to work with staff in determining the most cost effective billing method for legal services.

**BACKGROUND:**

In an effort to continuously evaluate how the City does business with our contract partners, staff is recommending that an Ad Hoc Subcommittee be formed to work with the City Manager and Burke, Williams, and Sorensen to review current legal service needs in an effort to determine if one method of billing is preferable to another.

For example, the City currently is billed on a hourly basis for legal services rendered. Another method for cost containment and potential service increases is to go to a monthly retainer. Now that the City has several years of billing information to draw from and analyze, the purpose of the Subcommittee would be to review the data along with staff to make a recommendation to the entire council on a preferable method. The key would be to optimize the City's resources.

For this reason staff would like Council to form the Subcommittee to begin working on this project immediately. The hope is to complete work so that a solution could be in place by the start of the 2012-13 fiscal year on July 1, 2012.

**FISCAL IMPACT:**

There is no significant fiscal impact at this time in forming the Ad Hoc Subcommittee. However, staff will be expending time to work with the Council Subcommittee in reviewing financial data. Once a recommendation is made staff will provide further information regarding the potential fiscal impact (negative or positive) to the City budget.

**ATTACHMENTS:**

Submitted by:

Approved By:

---

Debbie A. Lee, CMC  
City Clerk

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Frank Oviedo  
City Manager

Approved as to form:

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Julie Hayward Biggs  
City Attorney

**CITY OF WILDOMAR  
WILDOMAR CEMETERY DISTRICT  
REGULAR MEETING MINUTES  
MARCH 14, 2012**

The regular meeting of March 14, 2012, of the Wildomar Cemetery District Board of Trustees was called to order by Chairman Benoit at 8:46 p.m. at the Wildomar Council Chambers, 23973 Clinton Keith Road, Suite 111, Wildomar, California.

Trustee Roll Call showed the following Members in attendance: Chairman Benoit, Vice Chairman Walker, Trustees Cashman and Moore. Trustees absent: Trustee Swanson.

Staff in attendance: General Manager Oviedo, Assistant General Manager Nordquist, General Counsel Jex, and Clerk of the Board Lee.

**PUBLIC COMMENTS**

There were no speakers.

**APPROVAL OF THE AGENDA AS PRESENTED**

**A MOTION** was made by Trustee Moore, seconded by Vice Chairman Walker, to approve the agenda as presented.

**MOTION** carried, 4-0, with Trustee Swanson absent.

**4.0 CONSENT CALENDAR**

**A MOTION** was made by Trustee Moore, seconded by Vice Chairman Walker, to approve the Consent Calendar as presented.

**MOTION** carried, 4-0, with Trustee Swanson absent.

**4.1 Minutes – February 8, 2012 Regular Meeting**  
Approved the Minutes as presented.

**4.2 Warrant Register**

Approved the following warrant registers:

1. Dated February 9, 2012, in the amount of \$828.20;
2. Dated February 16, 2012, in the amount of \$473.15; and
3. Dated February 23, 2012, in the amount of \$203.65.

**4.3 Treasurer's Report – December, 2011**

Approved the Treasurer's Report for January, 2012.

**5.0 PUBLIC HEARINGS**

There were no items scheduled.

**6.0 GENERAL BUSINESS**

There were no items scheduled.

**GENERAL MANAGER REPORT**

There was nothing to report.

**CEMETERY GENERAL COUNSEL REPORT**

There was nothing to report.

**BOARD COMMUNICATIONS**

There was nothing to report.

**FUTURE AGENDA ITEMS**

There were no items

**ADJOURN WILDOMAR CEMETERY DISTRICT**

There being no further business, Chairman Benoit declared the meeting adjourned at 8:47 p.m.

Submitted by:

Approved by:

---

Debbie A. Lee, CMC  
Clerk of the Board

---

Ben J. Benoit  
Chairman

**WILDOMAR CEMETERY DISTRICT**  
**Agenda Item #4.2**  
**CONSENT CALENDAR**  
**Meeting Date: April 11, 2012**

---

**TO:** Chairman and Board of Trustees  
**FROM:** Gary Nordquist, Assistant General Manager  
**SUBJECT:** Warrant Registers

**STAFF REPORT**

**RECOMMENDATION:**

Staff recommends that the Board of Trustees approve the following:

1. Warrant Register dated 03-01-12, in the amount of \$296.38;
2. Warrant Register dated 03-08-12, in the amount of \$909.41;
3. Warrant Register dated 03-15-12, in the amount of \$151.87;
4. Warrant Register dated 03-22-12, in the amount of \$545.16; and
5. Warrant Register dated 03-29-12, in the amount of \$220.77.

**DISCUSSION:**

The Wildomar Cemetery District requires that the Trustees audit payments of demands and direct the General Manager to issue checks. The Warrant Registers are submitted for approval.

**FISCAL IMPACT:**

These Registers have a budgetary impact in the amount noted in the recommendation section of this report. These costs are included in the Fiscal Year 2011-12 Budgets.

Submitted by:  
Gary Nordquist  
Assistant General Manager

Approved by:  
Frank Oviedo  
General Manager

**ATTACHMENTS:**

Warrant Register dated March 1, 2012  
Warrant Register dated March 8, 2012  
Warrant Register dated March 15, 2012  
Warrant Register dated March 22, 2012  
Warrant Register dated March 29, 2012

vchlist  
03/01/2012 3:07:46PM

Voucher List  
City of Wildomar

Page: 1

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
201071	3/1/2012	000067 CASH	11112		CEMETERY SUPPLIES	44.24
			121611		CEMETERY SUPPLIES	10.20
			1222211		VEHICLE MAINTENANCE	70.00
			21412		CEMETERY SUPPLIES	64.59
			2712		CEMETERY SUPPLIES	61.59
			5543		TIRE REPAIR SERVICES	15.00
					Total :	265.62
201072	3/1/2012	000367 CINTAS CORPORATION	055429974		STAFF UNIFORMS	30.76
					Total :	30.76
2 Vouchers for bank code : wf						Bank total : 296.38
2 Vouchers in this report						Total vouchers : 296.38

Page: 1

vchlist  
03/08/2012 2:24:08PM

Voucher List  
City of Wildomar

Page: 1

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
201073	3/8/2012	000367 CINTAS CORPORATION	055432656		STAFF UNIFORMS	30.76
					Total :	30.76
201074	3/8/2012	000022 EDISON	22912		CEMETERY ELECTRICAL 1/26/12-2/	117.25
					Total :	117.25
201075	3/8/2012	000012 ELSINORE VALLEY MUNICIPAL, WATER	5366083		CEMETERY WATER SRVCS 1/24/12	367.05
					Total :	387.05
201076	3/8/2012	000186 RIGHTWAY	704789		RESTROOM MAINT/ SERVICE	70.55
					Total :	70.55
201077	3/8/2012	000094 STAUFFERS LAWN EQUIPMENT	174250		CEMETERY DEPARTMENTAL SUPP	109.37
			174253		CEMETERY DEPARTMENTAL SUPP	32.27
					Total :	141.64
201078	3/8/2012	000020 VERIZON	21912		CEM VOICE/INTERNET SRVCS 2/18	175.91
					Total :	175.91
201079	3/8/2012	000368 WHITNEY'S DRINKING WATER	22912		CEMETERY DRINKING WATER	6.25
					Total :	6.25
7 Vouchers for bank code : wf						Bank total : 909.41
7 Vouchers in this report						Total vouchers : 909.41

Page: 1

vchlist  
03/15/2012 1:25:43PM

Voucher List  
City of Wildomar

Page: 1

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
201093	3/15/2012	000387 CINTAS CORPORATION	055435338		STAFF UNIFORMS	30.76	
					Total :	30.76	
201094	3/15/2012	000011 CR&R INC.	0257219		CEM WASTE SERVICES- 3YD COMI	121.11	
					Total :	121.11	
2 Vouchers for bank code : wf						Bank total :	151.87
2 Vouchers in this report						Total vouchers :	151.87

Page: 1

vchlist  
03/22/2012 1:43:02PM

Voucher List  
City of Wildomar

Page: 1

Bank code : wf

Voucher	Date	Vendor	invoice	PO #	Description/Account	Amount
201109	3/22/2012	000367 CINTAS CORPORATION	55437944		STAFF UNIFORM MAINTENANCE	30.76
					Total :	30.76
201110	3/22/2012	000385 MILIAN, EDWARD J.	3812		CEMETERY REFUND OF PARCEL B	450.00
					Total :	450.00
201111	3/22/2012	000378 TEMECULA VALLEY PIPE & SUPPLY	425356		CEMETERY DEPARTMENTAL SUPP	45.90
					Total :	45.90
201112	3/22/2012	000368 WHITNEY'S DRINKING WATER	31412		CEMETERY DRINKING WATER	18.50
					Total :	18.50
4 Vouchers for bank code : wf						Bank total : 545.16
4 Vouchers in this report						Total vouchers : 545.16

Page: 1

vchlist  
03/29/2012 12:17:17PM

Voucher List  
City of Wildomar

Page: 1

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
201125	3/29/2012	000388 ALARM FINANCIAL SERVICES, TNSS	94764		CEMETERY ALARM MONITORING 4	60.00
					Total :	60.00
201126	3/29/2012	000028 CALPERS	614		CEMETERY MEDICAL PREM ADJ AF	130.01
					Total :	130.01
201127	3/29/2012	000367 CINTAS CORPORATION	055440609		STAFF UNIFORM MAINTENANCE	30.76
					Total :	30.76
					Bank total :	220.77
					Total vouchers :	220.77

3 Vouchers for bank code : wf  
3 Vouchers in this report

Page: 1

**WILDOMAR CEMETERY DISTRICT**  
**Agenda Item #4.3**  
**CONSENT CALENDAR**  
**Meeting Date: April 11, 2012**

---

**TO:** Board of Trustees  
**FROM:** Gary Nordquist, Assistant General Manager  
**SUBJECT:** Treasurer's Report

**STAFF REPORT**

**RECOMMENDATION:**

Staff recommends that the Board of Trustees approve the Treasurer's Report for February, 2012.

**DISCUSSION:**

Attached is the Treasurer's Report for Cash and Investments for the month of February 2012.

**FISCAL IMPACT:**

None at this time.

Submitted by:  
Gary Nordquist  
Assistant General Manager

Approved by:  
Frank Oviedo  
General Manager

**ATTACHMENTS:**

Treasurer's Report

**CITY OF WILDOMAR  
TREASURER'S REPORT FOR  
CASH AND INVESTMENT PORTFOLIO  
February 2012**

**DISTRICT CASH**

<u>ACCOUNT</u>	<u>INSTITUTION</u>	<u>BALANCE</u>	<u>RATE</u>
GENERAL	COMMERCE BANK	\$ 22,555.94	0.00%
GREEN	COMMERCE BANK	19,221.74	
	<b>TOTAL</b>	<b>\$ 41,777.68</b>	

<u>ACCOUNT</u>	<u>INSTITUTION</u>	<u>BEGINNING BALANCE</u>	<u>+ DEPOSITS</u>	<u>(-) WITHDRAWALS</u>	<u>ENDING BALANCE</u>	<u>RATE</u>
GENERAL	COMMERCE BANK	\$ 22,627.08	\$ 0.00	\$ (71.14)	\$ 22,555.94	0.000%
GREEN	COMMERCE BANK	18,921.74	300.00	0.00	19,221.74	0.000%
	<b>TOTAL</b>	<b>\$ 41,548.82</b>	<b>\$ 300.00</b>	<b>\$ (71.14)</b>	<b>\$ 41,777.68</b>	

**DISTRICT INVESTMENT**

<u>ISSUER</u>	<u>BOOK VALUE</u>	<u>FACE VALUE</u>	<u>MARKET VALUE</u>	<u>PERCENT OF PORTFOLIO</u>	<u>DAYS TO MAT.</u>	<u>STATED RATE</u>
EDWARD JONES	\$ 125,322.54	\$ 125,322.54	\$ 125,322.54	100.00%	0	0.000%
<b>TOTAL</b>	<b>\$ 125,322.54</b>	<b>\$ 125,322.54</b>	<b>\$ 125,322.54</b>	<b>100.00%</b>		

<u>ISSUER</u>	<u>BEGINNING BALANCE</u>	<u>+ DEPOSITS/ PURCHASES</u>	<u>WITHDRAWALS/ SALES/ MATURITIES</u>	<u>ENDING BALANCE</u>	<u>STATED RATE</u>
EDWARD JONES	\$ 125,326.87	\$ 0.00	\$ (4.33)	\$ 125,322.54	0.000%
<b>TOTAL</b>	<b>\$ 125,326.87</b>	<b>\$ 0.00</b>	<b>\$ (4.33)</b>	<b>\$ 125,322.54</b>	

TOTAL CASH AND INVESTMENT \$ 167,100.22

**CASH HELD BY RIVERSIDE COUNTY**

<u>ACCOUNT</u>	<u>INSTITUTION</u>	<u>BALANCE</u>	<u>RATE</u>
CEMETERY	RIVERSIDE COUNTY	\$ 1,078,909.93	0.00%
DEF COMP	RIVERSIDE COUNTY	89.00	0.00%
ENDOWMENT	RIVERSIDE COUNTY	97,312.83	0.00%
	<b>TOTAL</b>	<b>\$ 1,176,311.76</b>	

<u>ACCOUNT</u>	<u>INSTITUTION</u>	<u>BEGINNING BALANCE</u>	<u>+ DEPOSITS</u>	<u>(-) WITHDRAWALS</u>	<u>ENDING BALANCE</u>	<u>RATE</u>
CEMETERY	RIVERSIDE COUNTY	\$ 1,078,372.76	\$ 537.17	\$ 0.00	\$ 1,078,909.93	0.000%
DEF COMP	RIVERSIDE COUNTY	89.00	0.00	0.00	89.00	
ENDOWMENT	RIVERSIDE COUNTY	97,253.11	59.72	0.00	97,312.83	0.000%
	<b>TOTAL</b>	<b>\$ 1,175,714.87</b>	<b>\$ 596.89</b>	<b>\$ 0.00</b>	<b>\$ 1,176,311.76</b>	

In compliance with the California Code Section 53646, as the General Manager of the Wildomar Cemetery District, I hereby certify that sufficient investment liquidity and anticipated revenues are available to meet the District's expenditure requirements for the next six months.  
I also certify that this report reflects all Government Agency pooled investments and all District's bank balances.

\_\_\_\_\_  
Misty V. Cheng  
Controller

\_\_\_\_\_  
Date

**WILDOMAR CEMETERYDISTRICT**  
**Agenda Item #4.4**  
**CONSENT CALENDAR**  
**Meeting Date: April 11, 2012**

---

**TO:** Chairman and Board of Trustees

**FROM:** Gary Nordquist, Assistant General Manager

**SUBJECT:** Auditing Services Contract – Lance, Soll, and Lunghard, LLP

**STAFF REPORT**

**RECOMMENDATION:**

Staff recommends that the Board of Trustees approve a two year contract with external auditors Lance, Soll, and Lunghard, LLP to provide for audit services and preparation of required reports for fiscal years 2011/12 and 2012/13.

**BACKGROUND:**

The audit firm of Lance, Soll & Lunghard, and LLP (LSL) was selected to perform the Cemetery's auditing services. This selection initially occurred after the City started performing general management services for the cemetery during the winter of 2011. The Cemetery District had been going through organizational transitions and the City recommended LSL to conduct the prior years' audits.

As LSL gained experience with the activities of the organization, the merger with the City was approved. LSL has greatly assisted the Cemetery District with the City merger and its integration. LSL is currently in the process of completing the annual audit of the cemetery district and next year will be initial year of an audit of both entities.

**DISCUSSION:**

Lance, Soli & Lunghard will be responsible in performing an annual audit of all funds and financial statements of the Cemetery District and preparing the District's Comprehensive Annual Financial Report (CAFR). The audit firm may issue a separate management letter containing recommendations for improvements to internal control, accounting procedures and other significant observations that are considered to be non-reportable conditions. Lance, Soli & Lunghard, LLP will also prepare the annual State Controller's Reports if required after consolidation with the City. Given the challenges facing staff next year, LSL's intimate knowledge of the merger and the policies and procedures, staff recommends continuing the relationship with LSL.

**FISCAL IMPACT:**

FY 2012: \$3,150 and  
FY2013: \$3,308.

Submitted by:  
Gary Nordquist  
Assistant General Manager

Approved by:  
Frank Oviedo  
General Manager

**ATTACHMENTS:**

Professional Services Agreement

# Attachment

# A

**WILDOMAR CEMETERY  
A SUBSIDIARY DISTRICT OF  
THE CEMETERY DISTRICT OF WILDOMAR  
PROFESSIONAL SERVICES AGREEMENT**

**LANCE, SOLL AND LUNGHARD, LLP  
WILDOMAR CEMETERY FINACIAL AUDITING  
SERVICES**

TRACKING NUMBER: FIN 2012-02

**1. PARTIES AND DATE.**

This Agreement is made and entered into this 11st day of April, 2012, by and between the Wildomar Cemetery, a subsidiary district of the Cemetery District of Wildomar, a municipal organization organized under the laws of the State of California with its principal place of business at 23873 Clinton Keith Road, Suite 201, Wildomar, CA 92595 and Lance, Soll and Lunghard, a Corporation, with its principal place of business at 203 N. Brea Blvd., Suite 203, Brea, CA 92821 (“Consultant”). Cemetery District and Consultant are sometimes individually referred to as “Party” and collectively as “Parties.”

**2. RECITALS.**

2.1 Cemetery District. Cemetery District is a municipal corporation organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose.

2.2 Consultant. Consultant desires to perform and assume responsibility for the provision of certain professional services required by the Cemetery District on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing Auditing services to public clients, is licensed in the State of California, and is familiar with the plans of Cemetery District.

2.3 Project. Cemetery District desires to engage Consultant to render such services for the Annual Audit project (“Project”) as set forth in this Agreement.

**3. TERMS.**

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the Cemetery District all labor, materials, tools, equipment, services, and incidental and

customary work necessary to fully and adequately supply the professional Auditing consulting services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from April 11, 2012 to December 31, 2013, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

### 3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. Cemetery District retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of Cemetery District and shall at all times be under Consultant’s exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers’ compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit “B” attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant’s conformance with the Schedule, Cemetery District shall respond to Consultant’s submittals in a timely manner. Upon request of Cemetery District, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of Cemetery District.

3.2.4 Substitution of Key Personnel. Consultant has represented to Cemetery District that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of Cemetery District. In the event that Cemetery District and Consultant cannot agree as to the substitution of key personnel, Cemetery District shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the Cemetery District, or who are determined by the Cemetery District to be uncooperative,

incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the Cemetery District. The key personnel for performance of this Agreement are as follows: Rich Kikuchi, Partner.

3.2.5 Cemetery District's Representative. The Cemetery District hereby designates Gary Nordquist, Assistant General Manager, or his designee, to act as its representative for the performance of this Agreement ("Cemetery District's Representative"). Cemetery District's Representative shall have the power to act on behalf of the Cemetery District for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than the Cemetery District's Representative or his or her designee.

3.2.6 Consultant's Representative. Consultant hereby designates Rich Kikuchi, Partner, or his designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with Cemetery District staff in the performance of Services and shall be available to Cemetery District's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a Cemetery District Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the Cemetery District, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the Cemetery District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the Cemetery District, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to

be contrary to such laws, rules and regulations and without giving written notice to the Cemetery District, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold Cemetery District, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

### 3.2.10 Insurance.

3.2.10.1 Time for Compliance. Consultant shall not commence the Services under this Agreement until it has provided evidence satisfactory to the Cemetery District that it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the Cemetery District that the subcontractor has secured all insurance required under this section.

3.2.10.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subcontractors. Consultant shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: One Million Dollars (\$1,000,000) per occurrence, \$5,000 medical per occurrence, and \$2,000,000 per policy aggregate for bodily injury, personal injury and property damage. (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage. A combined single limit policy with aggregate limits in an amount of not less than \$2,000,000 shall be considered equivalent to the said required minimum limits set forth above. (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation as required by the Labor Code of the State of California and Employers Liability limits of not less than \$1,000,000 per accident.

3.2.10.3 Professional Liability: \$1,000,000 per claim and \$2,000,000 aggregate. As an alternative, Consultant may maintain in full force during the terms of this Agreement, professional liability insurance coverage not less than \$1,000,000 per claim and \$1,000,000 annual aggregate, provided Consultant and Consultant's insurance carrier both provide to Cemetery District a written statement to the effect that there are no known claims, reserves or circumstances that might impair the annual aggregate amount of Consultant's professional liability policy

3.2.10.4 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by the Cemetery District to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall be endorsed to state that: (1) the Cemetery District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the Services or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the Cemetery District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the Cemetery District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(B) Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the Cemetery District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the Cemetery District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the Cemetery District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the Cemetery District, its directors, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Cemetery District; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the Cemetery District, its directors, officials, officers, employees, agents and volunteers.

3.2.10.5 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the Cemetery District, its directors, officials, officers, employees, agents and volunteers.

3.2.10.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Cemetery District. Consultant shall guarantee that, at the option of the Cemetery District, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Cemetery District, its

directors, officials, officers, employees, agents and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.2.10.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the Cemetery District.

3.2.10.8 Verification of Coverage. Consultant shall furnish Cemetery District with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the Cemetery District. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the Cemetery District if requested. All certificates and endorsements must be received and approved by the Cemetery District before work commences. The Cemetery District reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.11 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

### 3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed Six Thousand Four Hundred Fifty Four (\$6,458.00) without written approval of Cemetery General Manager. Extra Work may be authorized, as described below; and if authorized, said Extra Work will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to Cemetery District an itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. Cemetery District shall, within forty-five (45) days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by Cemetery District.

3.3.4 Extra Work. At any time during the term of this Agreement, Cemetery District may request that Consultant perform Extra Work. As used herein, “Extra Work” means any work which is determined by Cemetery District to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from Cemetery District’s Representative.

3.3.5 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Sections 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects. If the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is One Thousand Dollars (\$1,000) or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Cemetery District shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant’s principal place of business and at the project site. Consultant shall defend, indemnify and hold the Cemetery District, its elected officials, officers, employees, volunteers and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

### 3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of Cemetery District during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

### 3.5 General Provisions.

#### 3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. Cemetery District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to Cemetery District, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, Cemetery District may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with

the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, Cemetery District may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

**Cemetery District**  
Wildomar Cemetery  
23873 Clinton Keith Road  
Suite 201  
Wildomar, CA 92595  
Attn: Gary Nordquist

**Consultant**  
**Lance, Soll & Lunghard, LLP**  
**203 North Brea Blvd., Suite 203**  
**Brea, California 92821**  
Attn: Rich Kikuchi

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

### 3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for Cemetery District to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, including, without limitation, any Computer Aided Design and Drafting (“CADD”) data, which are prepared or caused to be prepared by Consultant under this Agreement (“Documents & Data”). Consultant shall require all subcontractors to agree in writing that Cemetery District is granted a non-exclusive and perpetual license for any Documents, Data, and Software solutions the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the Cemetery District. Cemetery District shall not be limited in any way in its use of the Documents & Data or Software at any time, provided that any such use not within the purposes intended by this Agreement shall be at Cemetery District’s sole risk. Any CADD data delivered to Cemetery District shall not include the professional stamp or signature of an engineer, architect, or any other licensed professional, but shall be followed with a hard copy with such stamp or signature.

3.5.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant.

Such materials shall not, without the prior written consent of Cemetery District, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use Cemetery District's name or insignia, photographs of the Project, or any Cemetery District pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of Cemetery District.

3.5.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.5 Attorney's Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.5.6 Indemnification.

3.5.6.1 Standard Indemnification. Consultant shall defend, indemnify and hold the Cemetery District, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions or willful misconduct of Consultant, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages and attorney's fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against Cemetery District, its directors, officials, officers, employees, agents or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against Cemetery District or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse Cemetery District and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Cemetery District, its directors, officials officers, employees, agents or volunteers.

3.5.6.2 Indemnification Related to Design Professional Services. The indemnification language above shall apply except as to design professional services, as defined in Civil Code section 2782.8, including any architect, landscape architect, and engineer or land surveyor services, provided pursuant to this Agreement. As to such Services, to the fullest extent permitted by law, Consultant shall defend, indemnify and hold the Cemetery District, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or relating to any negligence, recklessness, or willful misconduct of Consultant, its officials, officers, employees,

agents, consultants, and contractors arising out of or in connection with the performance of the Consultant's Services, including without limitation the payment of all consequential damages and attorney's fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against Cemetery District, its directors, officials, officers, employees, agents or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against Cemetery District or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse Cemetery District and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Cemetery District, its directors, officials officers, employees, agents or volunteers.

3.5.7 Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.

3.5.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County.

3.5.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.10 Cemetery District's Right to Employ Other Consultants. Cemetery District reserves right to employ other consultants in connection with this Project.

3.5.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

3.5.12 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the Cemetery District. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subcontractors of Consultant, except as otherwise specified in this Agreement. All references to Cemetery District include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.5.14 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppels, or otherwise.

3.5.16 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, Cemetery District shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of Cemetery District, during the term of his or her service with Cemetery District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.19 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of any Cemetery District's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.5.20 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5.21 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.22 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.6 Subcontracting.

3.6.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of Cemetery District. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

**SIGNATURE PAGE**  
**TO**  
**WILDOMAR CEMETERY DISTRICT**  
**PROFESSIONAL SERVICES AGREEMENT**

**WILDOMAR CEMETERY DISTRICT**

**LANCE, SOLL & LUNGHARD, LLP:**

By: \_\_\_\_\_  
Frank Oviedo  
Cemetery General Manager

By: \_\_\_\_\_  
NAME:  
TITLE:

*Attest:*

*Attest:* <sup>1</sup>

By: \_\_\_\_\_  
Cemetery District Clerk

By: \_\_\_\_\_  
NAME:  
TITLE:

*Approved as to form:*

\_\_\_\_\_  
Cemetery District Attorney

By: \_\_\_\_\_  
Gary Nordquist, Risk Management

<sup>1</sup> Attestation of Consultant's signature must be obtained when required by the by-laws, articles of incorporation or other laws, rules or regulations applicable to Consultant's business entity.

## EXHIBIT "A"

### SCOPE OF SERVICES

The Cemetery District of Wildomar desires a Comprehensive Annual Financial Report (CAFR) to be prepared by the independent auditor and be fully compliant for GASB 34 for the fiscal years ending June 30, 2012 and June 30, 2013.

#### **The independent auditor will be required to perform the following tasks:**

1. The audit firm will perform an audit of all funds of the Cemetery District of Wildomar. The audit will be conducted in accordance with auditing standards generally accepted in the United States of America and *Government Auditing Standards*, issued by the Comptroller of the United States. The Cemetery District's Comprehensive Annual Financial Report (CAFR) will be prepared and word processed by the audit firm. The CAFR will be in full compliance with GASB 34. The audit firm will render their auditors' report on the basic financial statements which will include both Government-Wide Financial Statements and Fund Financial Statements. The audit firm will also apply limited audit procedures to Management's Discussion and Analysis (MD&A) and required supplementary information pertaining to the General Fund and each major fund of the Cemetery District.
2. The audit firm will perform a single audit on the expenditures of federal grants in accordance with OMB Circular A-133 (if applicable) and render the appropriate audit reports on Internal Control over Financial Reporting based upon the audit of the Cemetery District's financial statements in accordance with *Government Auditing Standards* and the appropriate reports on compliance with Requirements Applicable to each Major Program, Internal Control over Compliance and on the Schedule of Expenditures of Federal Awards in Accordance with OMB Circular A-133. The single audit report will include appropriate schedule of expenditures of federal awards, footnotes, findings and questioned costs, including reportable conditions and material weaknesses, and follow up on prior audit findings where required.
3. The audit firm shall issue a separate "management letter" that includes recommendations for improvements in internal control, accounting procedures and other significant observations that are considered to be non-reportable conditions. Management letters shall be addressed to the Cemetery General Manager.
4. The audit firm shall prepare the Annual State Controller's Reports for the Cemetery District of Wildomar.

**EXHIBIT "B"**

**SCHEDULE OF SERVICES**

**April 11, 2012 thru December 31, 2013**

**Or**

**Completion of FY 2012/13 CAFR.**

**EXHIBIT "C"**  
**COMPENSATION**

**Fiscal Year 2011/12 Reports.....\$3,150**  
**Fiscal Year 2012/13 Reports.....\$3,308**

**Total Cost**

**Summary of Costs \$6,458.**

**WILDOMAR CEMETERY**  
**Agenda Item #6.1**  
**GENERAL BUSINESS**  
**Meeting Date: April 11, 2012**

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**TO:** Chairman and Board of Trustees  
**FROM:** Gary Nordquist, Assistant General Manager  
**SUBJECT:** Emergency Supplies Staging Area

**STAFF REPORT**

**RECOMMENDATION:**

Staff recommends that the Board of Trustees direct staff to designate an area as a temporary Emergency Supply Staging Area as available at the Wildomar Cemetery.

**BACKGROUND/DISCUSSION:**

The City recently has been the recipient of several grants which included enclosed trailers containing emergency and citizens emergency response team supplies. The supplies, per terms of the grants are required to be placed in a secure location. Staff has reviewed several sites throughout the city and the cemetery's parcel 5 lot, is currently the most desired location for designation as a temporary emergency supply staging area. The proposed location is secure, accessible to staff on a 24 hour basis, and centrally located for accessing emergency supplies should the need arise. The proposed emergency supply staging area would be out of the sight line from the main cemetery grounds and would be coordinated with the proposed move of the cemetery nursery from the main grounds to parcel 5.

**FISCAL IMPACT:**

None.

Submitted by:  
Gary Nordquist  
Assistant General Manager

Approved by:  
Frank Oviedo  
General Manager

**ATTACHMENTS:**

Photos of Emergency Supply Containers and Parcel 5

# Attachment

# A



# Emergency Supply Container



Parcel 5