

CITY OF WILDOMAR CITY COUNCIL
AND WILDOMAR CEMETERY DISTRICT AGENDA

6:30 P.M. – REGULAR MEETING

SEPTEMBER 12, 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 Counsel

WILDOMAR CITY COUNCIL AND WILDOMAR CEMETERY DISTRICT REGULAR MEETING AGENDA SEPTEMBER 12, 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. 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 DEVICES TO VIBRATE/MUTE/OFF
FOR THE DURATION OF THE MEETING. YOUR
COOPERATION IS APPRECIATED.**

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

ROLL CALL

FLAG SALUTE

PRESENTATIONS

Clinton Keith Interchange Construction Project Update

Eagle Scout Proclamation – Andrew Vicnaire

GFOA Award Presentation

Fire Department Update

Police Quarterly 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 – July 11, 2012 Regular Meeting

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

1.3 Minutes – August 8, 2012 Regular 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 August 2, 2012 in the amount of \$36,802.96;
2. Warrant Register dated August 2, 2012 in the amount of \$159,331.76;
3. Warrant Register dated August 10, 2012 in the amount of \$76,235.90;
4. Warrant Register dated August 10, 2012 in the amount of \$48,134.90;
5. Warrant Register dated August 8, 2012 in the amount of \$64.00;
6. Warrant Register dated August 16, 2012 in the amount of \$27,245.09;
7. Warrant Register dated August 16, 2012 in the amount of \$11,200.00;
8. Warrant Register dated August 23, 2012 in the amount of \$42,579.48;
9. Warrant Register dated August 23, 2012 in the amount of \$516,876.32;
10. Warrant Register dated August 30, 2012 in the amount of \$20,647.36;
11. Payroll Register dated August 31, 2012 in the amount of \$69,840.36

1.5 Treasurer's Report

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

1.6 Measure A Expenditure Plan for FY 2012/13 to 2016/17

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 THE FIVE-YEAR MEASURE A
EXPENDITURE PLAN FOR FISCAL YEARS 2012/13 TO 2016/17

1.7 Support for House of Representatives Bill 5823

RECOMMENDATION: Staff recommends the City Council consider H.R. 5823 and direct the City Manager to submit a letter of support with the Mayor's signature.

2.0 PUBLIC HEARINGS

There are no public hearings scheduled.

3.0 GENERAL BUSINESS

3.1 Transportation Uniform Mitigation Fee (TUMF) Reimbursement Agreements with Western Riverside Council of Governments (WRCOG)

RECOMMENDATION: Staff recommends that the City Council approve TUMF Reimbursement Agreements with WRCOG for the following projects:

1. Bundy Canyon Road Project, I-15 to I-215
2. Clinton Keith Road Widening Project, I-15 to Copper Craft; and
3. Palomar Road Widening Project, Mission Trail to Jefferson

3.2 Community Development Block Grant (CDBG) Supplemental Agreement For Projects Approved By the City Council on December 14, 2011

RECOMMENDATION: Staff recommends that the City Council enter into a Supplemental Agreement with the County of Riverside for the 2012-2013 CDBG program year and authorize the Mayor to execute all related application and agreements.

3.3 WRCOG HERO Program Expansion & JPA Amendment

RECOMMENDATION: Staff recommends that the City Council approve the amendment to the JPA of the WRCOG to permit the provision of PACE services statewide.

3.4 Agreement for Legal Services

RECOMMENDATION: Staff recommends that the City Council authorize the City Manager to execute the Legal Services Agreement.

CITY MANAGER REPORT

CITY ATTORNEY REPORT

COUNCIL COMMUNICATIONS

FUTURE AGENDA ITEMS

ADJOURN THE CITY COUNCIL

In accordance with Government Code Section 54952.3, 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 – July 11, 2012 Regular Meeting

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

4.2 Warrant Register

RECOMMENDATION: Staff recommends that the Board of Trustees approve the following:

1. Warrant Register dated August 2, 2012, in the amount of \$152.46;
2. Warrant Register dated August 2, 2012, in the amount of \$523.28;
3. Warrant Register dated August 16, 2012, in the amount of \$7,390.43;
4. Warrant Register dated August 16, 2012, in the amount of \$300.00;
5. Warrant Register dated August 23, 2012, in the amount of \$206.28; &
6. Warrant Register dated August 30, 2012, in the amount of \$78.23;

4.3 Treasurer's Report

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

5.0 PUBLIC HEARINGS

There are no items scheduled.

6.0 GENERAL BUSINESS

There are no items scheduled.

GENERAL MANAGER REPORT

CEMETERY DISTRICT COUNSEL REPORT

BOARD COMMUNICATIONS

FUTURE AGENDA ITEMS

ADJOURN WILDOMAR CEMETERY DISTRICT

City Council/Wildomar Cemetery District Regular Meeting Schedule

October 10	March 13	August 14
November 14	April 10	September 11
December 12	May 8	October 9
January 9	June 12	November 13
February 13	July 10	December 11

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 September 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.



Debbie A. Lee, CMC, City Clerk

**CITY OF WILDOMAR
CITY COUNCIL REGULAR MEETING MINUTES
JULY 11, 2012**

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

The closed session of July 11, 2012, of the Wildomar City Council was called to order by Mayor Benoit at 5:30 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 read the following:

1. 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 matter of significant exposure to litigation regarding a potential challenge to the City's proposed Housing Element.
2. 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. Hose Kim, et al, Case No. RIC10016029.

At 5:31 p.m. the City Council convened into closed session, with all Council Members present.

RECONVENE INTO OPEN SESSION

At 6:30 p.m. the City Council reconvened into open session, with all Council Members present, making no announcements.

ADJOURN CLOSED SESSION

There being no further business, Mayor Benoit declared the closed session meeting adjourned at 6:30 p.m.

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

The regular meeting of July 11, 2012, of the Wildomar City Council was called to order by Mayor Benoit at 6:30 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, Assistant City Manager Nordquist, City Attorney Jex, Public Works Director D’Zmura, Planning Director Bassi, Community Services Director Willette, Fire Chief Beach, Police Chief Kennedy-Smith, Assistant Police Chief Adams, and City Clerk Lee.

The Flag Salute was led by former Police Chief Fontneau.

PRESENTATIONS

Dennis Green, Green Com, Inc., presented the Clinton Keith interchange construction project update.

Chief Beach presented the Fire Department monthly update.

Public Works Director D’Zmura presented the Code Enforcement quarterly report.

Mayor Benoit presented a Proclamation, plaque, and a gift from the Council and Staff, to former Police Chief Dave Fontneau.

Mayor Benoit introduced the City’s new Police Chief Shelley Kennedy-Smith who stated she is honored to be named the new Police Chief.

At 6:53 p.m. took a break for refreshments in honor of former Police Chief Fontneau.

At 7:05 p.m. the City Council reconvened, with all Council Member present.

PUBLIC COMMENTS

Ken McGuffin, Corona resident, stated his Father owns a piece of property at Lemon and Grape Streets. The zoning is RR and they are wondering what they can do with the property. They spoke with Assistant Planner Garcia and all they can do is put a house on the property. They would like to know other options for the property such as wholesale nursery, RV storage, or other uses.

Planning Director Bassi stated he will meet with him to discuss the property.

Darryl Smith, NAACP, stated they are holding their Seventh Annual Scholarship Gala and all are invited.

Terri Hampton, resident, stated she is on the Stonehurst HOA Board. The sidewalk on Palomar has been repaired by the City and it is now bowing, and some spots are sinking. Also, they were repaired with asphalt and it looks a mess. The repair was done improperly.

Charles Hutchins, resident, stated he is on the Stonehurst HOA Board. There was an attempt to resurface the streets prior to the City incorporating. Gravel was spread throughout the roads and no one came back to seal it. He would like something done before it becomes a serious and expensive problem.

Public Works Director D'Zmura stated the streets and sidewalks were done prior to incorporation and unfortunately the contractor skipped on the job. He will meet with Mr. Hutchins to talk about the issues in the subdivision. The City did receive a credit from the County, and if this is one of the areas, there could be monies available to fix the problems. He will also look into the sidewalk issues.

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, 5-0.

1.0 CONSENT CALENDAR

Mayor Benoit stated that Councilman Cashman had some questions on item #1.5 and #1.6.

ITEMS REMOVED FROM THE CONSENT CALENDAR

1.5 Statement of Investment Policy FY11-12

Councilman Cashman stated the policy delegates the investment responsibility to certain individuals. He has no problem with the person being the City Manager or Financial Officer, however there is a clause which states they can appoint an unspecified person to do this. This should be an employee and he feels this is inappropriate.

Assistant City Manager Nordquist stated it is written that way to provide flexibility in case the City Manager or Financial Officer is not available. The City Clerk can be designated as she is an employee, and bonded. The problem is there are only three employees that can be designated in Wildomar. Also, this is only for one year, and if there is a problem it can be changed next year, or if there needs to be a change mid-year, Staff can bring it back then as well.

Discussion ensued regarding leaving the policy the way it has been presented.

1.6 Unpaid Trash Collection Charges - Notice of Intent to Place Liens on Parcels

Councilman Cashman stated if he is correct, this is just the notice that there will be a public hearing regarding the liens.

Assistant City Manager Nordquist answered that is correct.

Councilman Cashman stated regarding the collection of trash on vacant parcels, the Council has discussed this before and felt it was not right. This was supposed to be looked at as well as a self-hauler provision. It appears this has not been done and this should be done before the public hearing.

Councilwoman Moore stated that is exactly what the public hearing is for.

Councilman Cashman stated he would like to hear that these issues will be resolved before the public hearing.

Councilwoman Swanson stated they will be resolved at the public hearing. This item just gives notice of the public hearing.

A MOTION was made by Councilwoman Moore, seconded by Councilwoman Swanson, to approve the Consent Calendar as presented, with the exception of items #1.5 and #1.6.

MOTION carried, 5-0.

1.1 Reading of Ordinances

Approved the reading by title only of all ordinances.

1.2 Minutes – June 13, 2012 Regular Meeting

Approved the Minutes as presented.

1.3 Warrant and Payroll Registers

Approved the following:

1. Warrant Register dated June 7, 2012 in the amount of \$1,122,327.99;
2. Warrant Register dated June 14, 2012 in the amount of \$224,447.27;
3. Warrant Register dated June 21, 2012 in the amount of \$140,096.84;
4. Warrant Register dated June 28, 2012 in the amount of \$232,483.19; &
5. Payroll Register dated June 29, 2012 in the amount of \$46,162.97.

1.4 Treasurer's Report

Approved the Treasurer's Report for May, 2012.

1.7 First Amendment to the Memorandum of Understanding (MOU) for Joint Monitoring of Emergency Ambulance Services

Approved the first amendment to the MOU with the Riverside County Emergency Management Agency for joint monitoring of emergency ambulance services, and authorize the City Manager to execute the amendment.

1.8 Revisions to the Planning Commission Regular Meetings and Time

Adopted a Resolution entitled:

RESOLUTION NO. 2012 - 33

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, DESIGNATING THE TIME, DATE AND LOCATION OF PLANNING COMMISSION MEETINGS; AND REPEALING RESOLUTION NO. 08-63

In regard to item #1.5:

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

RESOLUTION NO. 2012 - 32

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,
CALIFORNIA, ADOPTING STATEMENT OF INVESTMENT POLICY

MOTION carried, 4-1, with Councilman Cashman dissenting.

In regard to item #1.6:

A MOTION was made by Councilwoman Moore, seconded by Mayor Pro Tem Walker, to provide a Notice of Intent to hold a Public Hearing on August 8, 2012, for placing liens on parcels with unpaid charges for trash collection services.

MOTION carried, 4-1, with Councilman Cashman dissenting.

2.0 PUBLIC HEARINGS

2.1 Housing Element Adoption – General Plan Amendment No. 12-01 (Cont. from 06-13-12)

City Clerk Lee read the title.

Planning Director Bassi stated Staff needs to do additional research and is requesting the item be continued to the October 10, 2012 meeting.

A MOTION was made by Councilwoman Swanson, seconded by Councilwoman Moore, to continue this item to the October 10, 2012 City Council meeting.

MOTION carried, 5-0.

2.2 County Service Area Charges for FY 2012-13

City Clerk Lee read the title.

Mayor Benoit opened the public hearing.

Public Works Director D'Zmura presented the staff report.

There being no speakers, Mayor Benoit closed the public hearing.

A MOTION was made by Councilwoman Swanson, seconded by Councilwoman Moore, to adopt a Resolution entitled:

RESOLUTION NO. 2012 - 34
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,
CALIFORNIA, ADOPTING COUNTY SERVICE AREA CHARGES FOR
FISCAL YEAR 2012-13

MOTION carried, 5-0.

2.3 Amendment to the Zoning Ordinance - Mini-Warehouse/Self-Storage uses - Zoning Ordinance Amendment No. 12-02

City Clerk Lee read the title.

Mayor Benoit opened the public hearing.

Planning Director Bassi presented the staff report.

There being no speakers Mayor Benoit closed the public hearing.

Councilwoman Moore inquired could a future City Council change this and deem the businesses non-conforming and they would have to cease business.

Planning Director Bassi answered any future City Council could do that.

Mayor Pro Tem Walker inquired if the nonconforming issue is transferable to a new ownership.

Planning Director Bassi answered yes. The only caveat is if the business goes out of business for six months or longer, then the new business would have to conform to the zoning.

A MOTION was made by Councilwoman Swanson, seconded by Mayor Pro Tem Walker, to introduce and approve reading of an Ordinance entitled:

ORDINANCE NO. 69
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 APPROVAL OF ZONING ORDINANCE AMENDMENT NO. 12-02 AMENDING CHAPTER 17.72 (C-1/C-P ZONE) TO PROHIBIT MINI-WAREHOUSE/SELF-STORAGE FACILITIES; AND AMENDING CHAPTERS 17.96 (I-P INDUSTRIAL-PARK ZONE), 17.100 (M-SC MANUFACTURING-SERVICE COMMERCIAL ZONE), 17.104 (M-M MANUFACTURING-MEDIUM ZONE) AND 17.108 (M-H MANUFACTURING-HEAVY ZONE) TO REQUIRE A CONDITIONAL USE PERMIT FOR MINI-WAREHOUSE/SELF-STORAGE USES SUBJECT TO THE DEVELOPMENT STANDARDS OF SECTION 17.240

which title was read.

MOTION carried, 5-0.

2.4 Amendment to the Zoning Ordinance Related to Nonconforming Structures and Uses - Zoning Ordinance Amendment No. 12-01

City Clerk Lee read the title.

Mayor Benoit opened the public hearing.

Planning Director Bassi presented the staff report.

There being no speakers, Mayor Benoit closed the public hearing.

Discussion ensued regarding nonconforming uses.

A MOTION was made by Councilwoman Swanson, seconded by Councilwoman Moore, to introduce and approve for first reading an Ordinance entitled:

ORDINANCE NO. 70
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. 12-01 AMENDING CHAPTER 17.184 (NONCONFORMING STRUCTURES AND USES)

which title was read.

MOTION carried, 5-0.

3.0 GENERAL BUSINESS

3.1 Polling and Communication Update

City Clerk Lee presented the item.

City Manager Oviedo presented the staff report.

Mayor Benoit stated if we are going to do this, we need to do it right, and go with the Lew Edwards Group.

Mayor Pro Tem Walker stated this time he wants to know that this will pass instead of spending the money and guessing.

Councilman Cashman inquired if the City gets anything else out of the poll besides the park issue.

City Manager Oviedo answered yes, we can get policy direction from it.

Discussion ensued regarding how the polling would be done, and what they have done in other entities.

A MOTION was made by Councilman Cashman, seconded by Mayor Pro Tem Walker, to authorize \$23,000 be spent on a telephone survey in regards to the parks issue.

MOTION carried, 5-0.

3.2 Animal Shelter

City Clerk Lee read the title.

Assistant City Manager Nordquist presented the staff report.

Discussion ensued regarding costs based on animal counts or population; what the cost is having the City of Menifee using the animal shelter; and a letter from the City Council to each individual Council Member of the member agencies, and County Supervisor stating Wildomar's position that a fair and equitable share of costs should be based on population and not animal counts.

Martha Bridges, resident, stated she thinks the shelter is doing a good job. However, when you adopt you choose which vet you will go to for the spay

or neuter surgery. If the shelter is going to offer low cost spay and neuter, then it will impact the vets in Wildomar. Also, there should be a shot clinic at Marna O'Brien park so that you wouldn't have to take your pet to Lake Elsinore.

Sharon Heil, resident, stated when an animal is turned in the person should show a utility bill so that the proper City, or the County, are billed. In that way the costs are shared fairly.

Mike Bagwell, Menifee resident, stated his wife runs the shelter. He wants it clear that they work there 10-14 hours each day and they do it for the animals. He explained how the animal drop-off works and is divided up. The JPA was already set up when Wildomar incorporated. One of the reasons Wildomar's numbers are up is because there is no education of the public regarding animal control.

Gil Rasmussen, resident, stated Wildomar made a mistake in joining the JPA. Wildomar is the only entity that can legally drop the JPA and only have to pay back the loan they gave the City. He has crunched numbers and believes the City can provide animal control for \$170,000 annually. He will be taking this to the voters.

Discussion ensued regarding the inequity of cost based on animal counts versus population.

CITY MANAGER REPORT

City Manager Oviedo reported the following:

- *July 11, 8:30 a.m., Southwest Realtors Association breakfast
- *Oak Springs Development have paid their fees and they are ready to start the project
- *Grand Street Sidewalk Project Grant was awarded to the City
- *The City received a clean audit of the TUMF monies

City Clerk Lee advised that nomination period for the November election begins on Monday, July 16 and will run through August 10. Even though City Hall is closed on Fridays, the City Clerk's Office will be open on Fridays throughout the nomination period. Voter registration cards are available on the table for those who wish to register or re-register. Also, citizens may want to consider voting by mail. For the June 2012 election 70% of voters voted by mail countywide. On August 29 Wildomar will co-host an FPPC workshop for candidates and

treasurer's in Murrieta. On August 16 there will be a candidate orientation in the Council Chambers.

CITY ATTORNEY REPORT

City Attorney Jex presented an update regarding the vehicle license fee lawsuit.

COUNCIL COMMUNICATIONS

Councilwoman Moore stated she attended an RTA meeting today. Also Friends for Wildomar Parks will have a casino night at Harrah's.

Councilwoman Swanson stated she attended an RTA meeting, as the Alternate.

Councilman Cashman stated on July 1 the historic bell was rung on the City's birthday.

Mayor Pro Tem Walker stated they did hold the monthly economic development roundtable and it was very well attended. There is a lot of interest in the development impact fees and they are anxious to see what those will be.

Mayor Benoit stated he did attend RCTC and WRCOG.

FUTURE AGENDA ITEMS

There were no items.

ADJOURN THE CITY COUNCIL

There being no further business, at 8:43 p.m. Mayor Benoit declared the City Council meeting adjourned.

Submitted by:

Approved by:

Debbie A. Lee, CMC
City Clerk

Ben J. Benoit
Mayor

**CITY OF WILDOMAR
CITY COUNCIL SPECIAL MEETING MINUTES
JULY 31, 2012**

CALL TO ORDER – 6:30 P.M.

The special meeting of July 31, 2012, of the Wildomar City Council was called to order by Mayor Benoit at 6:30 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.

The Flag Salute was led by Mayor Pro Tem Walker.

PUBLIC COMMENTS

There were no speakers.

1.0 GENERAL BUSINESS

1.1 Results of Community Survey on Saving Wildomar Community Parks

City Clerk Lee read the title.

City Manager Oviedo presented the staff report.

Dave Mason, Lew Edwards Group, and John Fairbank, FM3, presented a power point presentation regarding the results of the survey.

John Lloyd, resident, stated he is very happy with the results of the survey and it gives the City some great data. He supports a Measure for parks.

Councilwoman Moore stated we knew the support was out there, so now we have to get them to vote.

Mayor Benoit stated just the working title alone is so much better than the last time.

Councilwoman Swanson stated this is a great start. At first she was not in

favor of the survey, but she is very impressed with the information that the City now has to work with.

Mayor Pro Tem Walker stated he likes it a great deal.

Councilman Cashman stated he likes the approach where we identify clearly what we are after.

A MOTION was made by Councilwoman Moore, seconded by Mayor Pro Tem Walker, to direct Staff to draft a Measure regarding parks and present it to the City Council at the regular meeting of August 8, 2012 for approval.

MOTION carried, 5-0.

2.0 PUBLIC HEARINGS

2.1 Wildomar Community Parks

City Clerk Lee read the title.

Mayor Benoit opened the public hearing.

There were no speakers.

Councilwoman Swanson stated she will not be at the regular meeting of August 8, 2012, and she is disappointed she will not be there for the vote. She is very supportive of the Measure and she hopes that all the Council will vote in favor.

A MOTION was made by Councilwoman Moore, seconded by Mayor Pro Tem Walker, to continue this item to the regularly scheduled City Council meeting of August 8, 2012.

MOTION carried, 5-0.

ADJOURN THE CITY COUNCIL

There being no further business, at 7:10 p.m. Mayor Benoit declared the meeting adjourned.

Submitted by:

Approved by:

Debbie A. Lee, CMC
City Clerk

Ben J. Benoit
Mayor

CITY OF WILDOMAR CITY COUNCIL
Agenda Item#1.4
CONSENT CALENDAR
Meeting Date: September 12, 2012

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 August 2, 2012 in the amount of \$36,802.96;
2. Warrant Register dated August 2, 2012 in the amount of \$159,331.76;
3. Warrant Register dated August 10, 2012 in the amount of \$76,235.90;
4. Warrant Register dated August 10, 2012 in the amount of \$48,134.90;
5. Warrant Register dated August 8, 2012 in the amount of \$64.00;
6. Warrant Register dated August 16, 2012 in the amount of \$27,245.09;
7. Warrant Register dated August 16, 2012 in the amount of \$11,200.00;
8. Warrant Register dated August 23, 2012 in the amount of \$42,579.48;
9. Warrant Register dated August 23, 2012 in the amount of \$516,876.32;
10. Warrant Register dated August 30, 2012 in the amount of \$20,647.36; &
11. Payroll Register dated August 31, 2012 in the amount of \$69,840.36.

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 Warrant and Payroll Registers will 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 and 2012-13 Budgets.

Submitted by:
Gary Nordquist
Assistant City Manager

Approved by:
Frank Oviedo
City Manager

ATTACHMENTS:

Voucher List 8/2/2012 x2

Voucher List 8/10/2012 x2

Voucher List 8/8/2012

Voucher List 8/16/2012 x2

Voucher List 8/23/2012 x2

Voucher List 8/30/2012

Payroll Warrant Register August 31, 2012

vchlist
08/02/2012 4:47:07PM

Voucher List
City of Wildomar

Page: 1

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
201467	8/2/2012	000033 AMERICAN FORENSIC NURSES	61864		BLOOD DRAW	575.12
					Total :	575.12
201468	8/2/2012	000008 AT&T MOBILITY	07282012		COUNCIL MOBILE PHONES 6/21/12	109.95
					Total :	109.95
201469	8/2/2012	000028 CALPERS	71512 73112		CONTRIBUTIONS 7/2/12-7/15/12 CITY COUNCIL CONTRIBUTIONS JL	5,024.63 363.25
					Total :	5,387.88
201470	8/2/2012	000043 CHENG, MISTY	7/31/2012		CONTRACTUAL SERVICES JULY 20	6,735.00
					Total :	6,735.00
201471	8/2/2012	000002 CRYSTAL CLEAN MAINTENANCE	703A		CITY HALL JANITORIAL SERVICES	698.00
					Total :	698.00
201472	8/2/2012	000077 EXEC-U-CARE	72412		MEDICAL INSURANCE AUGUST 201	4,412.78
					Total :	4,412.78
201473	8/2/2012	000024 GUARDIAN	71812		DENTAL/VISION BENEFITS AUG 20	1,380.20
					Total :	1,380.20
201474	8/2/2012	000147 MARATHON REPROGRAPHICS	70588		TRAIL MAPS	15.62
					Total :	15.62
201475	8/2/2012	000040 MPS	41608		BUSINESS CARDS - KENNEDY SMI	87.68
					Total :	87.68
201476	8/2/2012	000049 NORTH COUNTY TIMES	2318690		PUBLIC NOTICE - SPECIAL TAX :PA	237.40
					Total :	237.40
201477	8/2/2012	000435 STRATA OAK, LLC C/O STRATA, EQUITY	8112		CITY HALL MONTHLY LEASE AUG 2	10,052.69
					Total :	10,052.69
201478	8/2/2012	000020 VERIZON	72212		FIOS INTERNET SERVICES 7/22/12-	129.99
					Total :	129.99

Page: 1

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
201479	8/2/2012	000006 WELLS FARGO PAYMENT REMITTANCE,	62512		REPLACEMENT PADS FOR AED TR	28.00
			62512		GRANT- AED TRAINERS	788.97
			62612		OFFICE SUPPLIES	264.04
			62612		ECONOMIC ROUNDTABLE SUPPLIE	22.86
			62612		ECONOMIC ROUNDTABLE SUPPLIE	12.95
			62712		NON-DEPARTMENTAL SUPPLIES	28.20
			62812		NON-DEPARTMENTAL SUPPLIES	26.83
			71012		ACRYLIC AWARD	80.82
			71012		ELECTION SUPPLIES	23.11
			71012		BUILDING & SAFETY COMPUTER	3,095.55
			71012A		OFFICE SUPPLIES	159.59
			71112		GAS	90.00
			71112		CITY COUNCIL MEETING SUPPLIES	52.21
			71212		OFFICE SUPPLIES	54.08
			71412		ELECTION SUPPLIES	13.46
			71412		QUICKBOOKS MONTHLY SUBSCRIB	23.97
			71712		NON-DEPARTMENTAL SUPPLIES	72.51
			71812		OFFICE SUPPLIES	85.08
			71912		NON-DEPARTMENTAL SUPPLIES	108.21
			71912		GAS	61.00
			7312		GRANT - EMERGENCY CERT GENE	1,511.91
			7412		CITY COUNCIL DATA SUBSCRIPTIO	30.00
			7512		NON-DEPARTMENTAL CONFERENC	34.99
			7512		GRANT - CERT TRAINING SUPPLIE	85.52
			7512		FIRST AID/ CPR MANUALS	130.97
			7912		ELECTION MATERIAL/ OFFICE SUP	95.82
					Total :	6,980.65
					Bank total :	36,802.96
13		Vouchers for bank code : wf				
13		Vouchers in this report				
					Total vouchers :	36,802.96

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
201484	8/10/2012	000036 DATAQUICK	B1-2059085		CODE ENFORCEMENT SOFTWARE	150.00
					Total :	150.00
201485	8/10/2012	000022 EDISON	8212 8412,8412A,8212 8412A		CSA 103 - PALOMAR ST- ELEC 7/1/ WILDOMAR CITY LAMPS, ELEC 7/1. CSA 22 ELECTRICAL 7/1/12-8/1/12	32.95 371.19 2,984.52
					Total :	3,388.66
201486	8/10/2012	000012 ELSINORE VALLEY MUNICIPAL, WATER	5588399 5588400		WATER SERVICES CSA 103 6/21/12 WATER SERVICES CSA 103 6/21/12	632.66 570.22
					Total :	1,202.88
201487	8/10/2012	000079 LAN WAN ENTERPRISE	44188		MAINTENANCE CONTRACT AUGUS	450.00
					Total :	450.00
201488	8/10/2012	000439 MONITOR SYSTEMS	120393	0000055	SAFE SIDEWALKS TO SCHOOLS SI	6,894.96
					Total :	6,894.96
201489	8/10/2012	000444 R3 CONSULTING GROUP	6963	0000059	PROF SERV: NEGOTIATION ASSIST	185.00
					Total :	185.00
201490	8/10/2012	000149 RIVERSIDE COUNTY EXECUTIVE, OFFIC 2012-05WIL			ANIMAL SHELTER SHELTERING SR	13,383.40
					Total :	13,383.40
201491	8/10/2012	000443 THE LEW EDWARDS GROUP	1	0000058	SCOPE OF WORK: PROVIDE TELEI	22,500.00
					Total :	22,500.00
8 Vouchers for bank code : wf						Bank total : 48,134.90
8 Vouchers in this report						Total vouchers : 48,134.90

vchlist
08/10/2012 6:28:21PM

Voucher List
City of Wildomar

Page: 1

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
201481	8/10/2012	000084 MUNISERVICES, LLC	0000028137		SALES & USE TAX STARS- ENDNG	392.90
					Total :	392.90
201482	8/10/2012	000386 REPUBLIC ITS	RI-133398A	0000044	REPLACEMENT OF STREET SIGN V	31,369.00
					Total :	31,369.00
201483	8/10/2012	000053 REPUBLIC ITS, INC.	R1-133399		REPLACEMENT OF STREET SIGNS	44,474.00
					Total :	44,474.00
3 Vouchers for bank code : wf						Bank total : 76,235.90
3 Vouchers in this report						Total vouchers : 76,235.90

Page: 1

vchlist
08/09/2012 7:14:56PM

Voucher List
City of Wildomar

Page: 1

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
201480	8/8/2012	000256 COUNTY OF RIVERSIDE, COUNTY CLER	8/8/12		NOE FILING FEE-PARKS BALLOT M	64.00
					Total :	64.00
					1 Vouchers for bank code : wf	Bank total : 64.00
					1 Vouchers in this report	Total vouchers : 64.00

Page: 1

vchlist
08/16/2012 4:27:12PM

Voucher List
City of Wildomar

Page: 1

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
201501	8/16/2012	000076 EDC OF SOUTHWEST CALIFORNIA	7/1/2012		EDC CITY MEMBERSHIP FY 12/13	6,500.00
					Total :	6,500.00
201502	8/16/2012	000022 EDISON	8412		CSA 103 ELECTRICAL 7/1/12-8/1/12	13,285.33
			8712		CSA 142 ELECTRICAL 7/1/12-8/1/12	1,989.11
					Total :	15,274.44
201503	8/16/2012	000016 INNOVATIVE DOCUMENT SOLUTIONS	119193		COPIER SERVICES 7/1/12-7/31/12	359.16
					Total :	359.16
201504	8/16/2012	000449 INTERNATIONAL NAMEPLATE	246380		WILDOMAR POLICE VEHICLE NAMEPLATE	273.46
					Total :	273.46
201505	8/16/2012	000304 JOE A. GONSALVES & SON	23004	0000080	CONSULTING SERVICES AUGUST ;	3,000.00
					Total :	3,000.00
201506	8/16/2012	000147 MARATHON REPROGRAPHICS	70667		TRAIL MAPS	3.77
			70946		TRAIL MAPS	12.93
					Total :	16.70
201507	8/16/2012	000049 NORTH COUNTY TIMES	2319439		PUBLIC NOTICE: SPECIAL TAX PAR	237.40
			2319865		PUBLIC NOTICE: TRASH LEINS	60.40
					Total :	297.80
201508	8/16/2012	000018 ONTRAC	7482257		DELIVERY SERVICES	32.74
					Total :	32.74
201509	8/16/2012	000185 PITNEY BOWES	625631		POSTAGE METER RENTAL 9/18/12-	96.98
			8812		POSTAGE METER REFILL 7/19/12	500.00
					Total :	596.98
201510	8/16/2012	000450 THE EMBLEM AUTHORITY	12138		WILDOMAR POLICE SHOULDER EM	122.00
					Total :	122.00
201511	8/16/2012	000020 VERIZON	8112		OFFICE TELEPHONE CHARGES 8/1	638.91
			8112A		TELEPHONE CHARGES 8/1/12-8/31	36.54

Page: 1

vchlist
08/16/2012 4:27:12PM

Voucher List
City of Wildomar

Page: 2

Bank code : wf

<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
201511	8/16/2012	000020 000020 VERIZON			(Continued)	Total : 675.45
201512	8/16/2012	000025 WILLETTE, PAULA	81412		TRAVEL GRANT REIMBURSEMENT	96.38
					Total :	96.38
		12 Vouchers for bank code : wf				Bank total : 27,245.09
		12 Vouchers in this report				Total vouchers : 27,245.09

Page: 2

vchlist
08/16/2012 3:30:11PM

Voucher List
City of Wildomar

Page: 1

Bank code : wf

<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
201500	8/16/2012	000007	ANIMAL FRIENDS OF THE VALLEY,, INC. 7/31/2012		ANIMAL CONTROL SRVCS MAY & J	11,200.00
					Total :	11,200.00
					1 Vouchers for bank code : wf	Bank total : 11,200.00
					1 Vouchers in this report	Total vouchers : 11,200.00

Page: 1

vchlist
08/23/2012 11:41:30AM

Voucher List
City of Wildomar

Page: 1

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
201517	8/23/2012	000312 ADAME LANDSCAPE, INC.	47721	0000035	MONTHLY LANDSCAPE MAINTENA/	125.00	
					Total :	125.00	
201518	8/23/2012	000031 AFLAC, REMITTANCE PROCESSING, CE 701839			MEDICAL INSURANCE BENEFITS JI	475.45	
					Total :	475.45	
201519	8/23/2012	000027 DIRECT TV	18448642371		CABLE SERVICES - CITY HALL 8/12	89.99	
					Total :	89.99	
201520	8/23/2012	000022 EDISON	81512 81512A		ELECTRICAL SERVICES 6/15/12-8/1 ZONE 73 - LMD 89-1 ELEC 7/1-8/1/1	3,936.07 98.07	
					Total :	4,032.14	
201521	8/23/2012	000304 JOE A. GONSALVES & SON	22935 23073	0000060 0000060	CONTRACTUAL SERVICES JULY 20 CONTRACTUAL CONSULTING SERI	3,000.00 3,000.00	
					Total :	6,000.00	
201522	8/23/2012	000249 STI, INC. TRUCKING & MATERIALS	12-501	0000063	SIDEWALKS TO SCHOOLS IMPROV	31,856.90	
					Total :	31,856.90	
6 Vouchers for bank code : wf						Bank total :	42,579.48
6 Vouchers in this report						Total vouchers :	42,579.48

Page: 1

vchlist
08/23/2012 11:58:59AM

Voucher List
City of Wildomar

Page: 1

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
201523	8/23/2012	000080 BURKE, WILLIAMS AND SORENSON,, LL	158188		LEGAL FEES JUNE 2012	69,124.36
					Total :	69,124.36
201524	8/23/2012	000088 COUNTY OF RIVERSIDE, FIRE DEPARTN	231212		FIRE PROTECTION SRVCS 4/1/12--4	444,144.46
					Total :	444,144.46
201525	8/23/2012	000194 HDL COREN AND CONE	0018423-IN		CAFR SRVCS FY 11/12 STAT REPOI	595.00
					Total :	595.00
201526	8/23/2012	000053 REPUBLIC ITS, INC.	RR-133886		TRAFFIC SIGN MAINT. JUNE 2012	1,835.00
			RR-133887		TRAFFIC SIGN RESPONSE JUNE 2012	1,177.50
					Total :	3,012.50
4 Vouchers for bank code : wf						Bank total : 516,876.32
4 Vouchers in this report						Total vouchers : 516,876.32

Page: 1

vchlist
08/30/2012 11:47:06AM

Voucher List
City of Wildomar

Page: 1

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
201527	8/30/2012	000240 ALWAYS RELIABLE BACKFLOW	81612		CEMETERY ANNUAL BACKFLOW T!	50.00	
					Total :	50.00	
201528	8/30/2012	000367 CINTAS CORPORATION	055488607		STAFF UNIFORM MAINTENANCE	28.23	
					Total :	28.23	
2 Vouchers for bank code : wf						Bank total :	78.23
2 Vouchers in this report						Total vouchers :	78.23

Page: 1

City of Wildomar
Payroll Warrant Register
August 31, 2012

<u>ACH Date</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
8/3/2012	Payroll People	7/14-7/27/12	22,331.35
8/1/2012	Payroll People	7/1-7/31/12	1,397.77
8/17/2012	Payroll People	7/28-8/10/12	22,706.80
8/31/2012	Payroll People	8/1-8/31/12	1,385.77
8/31/2012	Payroll People	8/11-8/24/12	<u>22,018.67</u>
		TOTAL	69,840.36

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #1.5
CONSENT CALENDAR
Meeting Date: September 12, 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 July 2012.

DISCUSSION:

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

CITY CASH

FUND	ACCOUNT	INSTITUTION	BALANCE	RATE
All	All	WELLS FARGO	\$ 4,200,028.49	0.00%
		TOTAL	\$ 4,200,028.49	

FUND	ACCOUNT	INSTITUTION	BEGINNING BALANCE	+ DEPOSITS	(-) WITHDRAWALS	ENDING BALANCE	RATE
All	All	WELLS FARGO	\$ 4,566,993.43	\$ 449,332.29	\$ (816,297.23)	\$ 4,200,028.49	0.000%
		TOTAL	\$ 4,566,993.43	\$ 449,332.29	\$ (816,297.23)	\$ 4,200,028.49	

CITY INVESTMENT

FUND	ISSUER	BOOK VALUE	FACE VALUE	MARKET VALUE	PERCENT OF PORTFOLIO	DAYS TO MAT.	STATED RATE
All	LOCAL AGENCY INVESTMENT FUND	\$ 1,537,534.55	\$ 1,537,534.55	\$ 1,537,534.55	100.00%	0	0.363%
	TOTAL	\$ 1,537,534.55	\$ 1,537,534.55	\$ 1,537,534.55	100.00%		

CITY - TOTAL CASH AND INVESTMENT \$ 5,737,563.04

CITY INVESTMENT

FUND	ISSUER	BEGINNING BALANCE	+ DEPOSITS/ PURCHASES	(-) WITHDRAWALS/ SALES/ MATURITIES	ENDING BALANCE	STATED RATE
All	LOCAL AGENCY INVESTMENT FUNDS	\$ 1,536,170.08	\$ 1,364.47	\$ 0.00	\$ 1,537,534.55	0.363%
	TOTAL	\$ 1,536,170.08	\$ 1,364.47	\$ 0.00	\$ 1,537,534.55	

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.

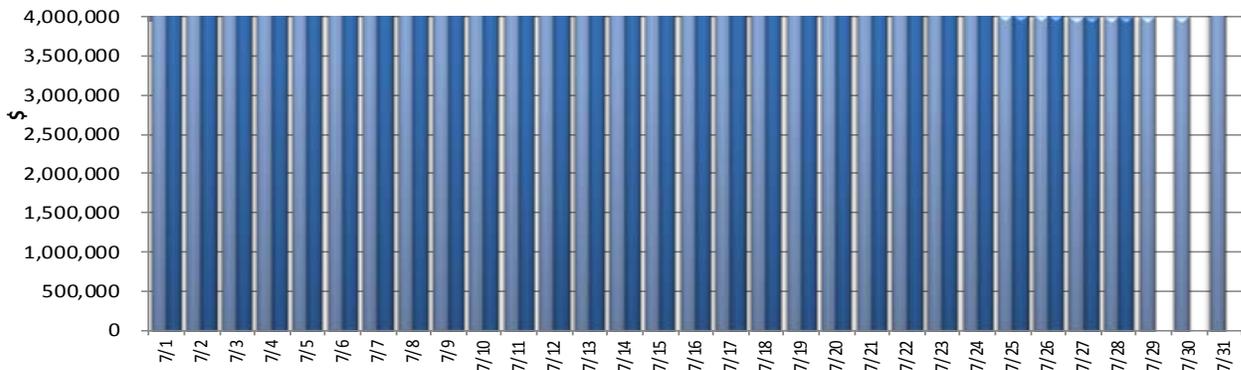
 Gary Nordquist
 ACM Finance & Administration /
 City Treasurer

 Date



July 2012

Daily Cash Balance All Funds Checking Only Pool Report Balance



Fiscal Year	Ending Balance	Monthly Net Activity
July 2010	3,008,802	3,008,802
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)
Mar 2012	2,102,433	(4,279)
Apr 2012	3,052,012	949,579
May 2012	5,602,180	2,550,168
June 2012	4,566,993	(1,035,187)
July 2012	4,200,028	(366,965)

July 2012		
Date	Ending Balance In Whole \$	Net Change from Prior Day
7/1	4,566,993	-
7/2	4,569,131	2,138
7/3	4,425,799	(143,333)
7/4	4,425,799	-
7/5	4,372,807	(52,992)
7/6	4,370,828	(1,979)
7/7	4,370,828	-
7/8	4,370,828	-
7/9	4,348,173	(22,654)
7/10	4,136,593	(211,581)
7/11	4,111,743	(24,850)
7/12	4,126,227	14,485
7/13	4,127,679	1,451
7/14	4,127,679	-
7/15	4,127,679	-
7/16	4,098,084	(29,595)
7/17	4,143,904	45,821
7/18	4,166,241	22,336
7/19	4,160,313	(5,928)
7/20	4,160,368	55
7/21	4,160,368	-
7/22	4,160,368	-
7/23	4,129,281	(31,086)
7/24	4,127,595	(1,686)
7/25	4,014,937	(112,659)
7/26	4,012,142	(2,795)
7/27	4,004,078	(8,064)
7/28	4,004,078	-
7/29	4,004,078	-
7/30	4,001,330	(2,747)
7/31	4,200,028	198,698

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #1.6
CONSENT CALENDAR
Meeting Date: September 12, 2012

TO: Mayor and City Council Members
FROM: Tim D'Zmura, Public Works Director
SUBJECT: Measure A Expenditure Plan for FY 2012/13 to 2016/17

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 THE FIVE-YEAR MEASURE A EXPENDITURE PLAN
FOR FISCAL YEARS 2012/13 TO 2016/17

DISCUSSION:

This item appeared before the City Council at the regular meeting of May 9, 2012 as part of the Capital Improvement Program discussion, however no action was taken on the Resolution. Action is required on the Resolution to ensure continued receipt of Measure A funding.

In 1988, Riverside County voters approved Measure A, a half-cent sales tax increase to pay for transportation-related infrastructure improvements. Measure A funds six programs in Wildomar as described in Table 1: Measure A Forecasted Expenditures. For Fiscal Year 2012/2013, Staff is proposing several one time expenditures. These one time expenditures are for the development of a pavement management program, drainage master plan, and Bundy Canyon Road maintenance, and Cottonwood Canyon Road drainage improvements.

Table 1: Measure A Forecasted Expenditures

Fund Name	Forecast 2012/2013	Forecast 2013/2014	Forecast 2014/2015	Forecast 2015/2016	Forecast 2016/2017	Five Year Total
TOTAL REVENUE - MEASURE A	\$ 1,207,470	\$425,000	\$438,000	\$451,000	\$465,000	\$2,986,470
Public Works Cost Allocation	\$59,457	\$34,000	\$35,040	\$36,080	\$37,200	\$201,777
Accessibility Improvements	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$100,000
Road Safety Improvements	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$200,000
Slurry Seal & Overlay Program	\$350,000	\$250,000	\$250,000	\$250,000	\$250,000	\$1,350,000
Roadway Improvements to Unpaved Roads & Drainage	\$100,000	\$33,000	\$33,000	\$33,000	\$33,000	\$232,000
Citywide Maintenance Program	\$247,000	\$127,000	\$127,000	\$127,000	\$127,000	\$755,000
TOTAL EXPENDITURES - MEASURE A	\$816,457	\$504,000	\$505,040	\$506,080	\$507,200	\$2,838,777

*This figure reflects anticipated \$794,470 unexpended Measure A revenue from prior years plus \$413,000 projected FY 2012/13 Measure A Revenue.

The RCTC is the agency charged with making sure the projects and programs voters wanted became a reality. In 2002, voters approved an extension of Measure A until 2039. As such, Measure A sets forth a long term plan for transportation improvements that would help ensure mobility in Riverside County.

Both the 1988 and 2002 Measure A Ordinances require each recipient of local streets and road monies to annually provide to RCTC a five-year plan on how those funds are to be expended in order to receive its Measure A disbursement.

City staff has prepared the attached resolution which articulates Council approval and also authorizes the Public Works Director to make administrative changes as needed (per RCTC's staff request). This is needed throughout the Fiscal Year because actual Measure A revenues "realized" will not match exactly with the projections identified in this report. Therefore, administrative program adjustments are anticipated. In addition, the Measure A plan must reflect the Council's adopted budget and the Public Works Director is further authorized to make adjustments to the plan.

FISCAL IMPACT:

Forecasted Measure A funds total \$2,986,470 for the five year planning horizon. These funds are allocated to priority Capital Improvement Projects as authorized by the City Council under the adopted Capital Improvement Program.

Submitted by:
Tim D'Zmura
Public Works Director

Approved by:
Frank Oviedo
City Manager

ATTACHMENTS:

Resolution No. 2012 - _____

RESOLUTION NO. 2012 - _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA,
APPROVING THE FIVE-YEAR MEASURE A EXPENDITURE PLAN FOR FISCAL YEARS
2012/13 TO 2016/17**

WHEREAS, the 2002 Measure A Ordinances require each recipient of local streets and roads monies to annually provide to the Riverside County Transportation Commission ("RCTC") a five-year Expenditure Plan on how those funds are to be expended in order to receive its Measure A disbursements; and

WHEREAS, the City of Wildomar ("City") has prepared the required Five-Year Measure A Expenditure Plan for Local Streets and Roads for Fiscal Years 2012/13 to 2016/17 as identified in the Staff Report for the September 12th, 2012 City Council meeting; and

WHEREAS, Measure A Funds are used to fund the City's transportation programs such as Accessibility Improvements, Slurry Seal, Roadway Safety and Traffic Safety Improvements, and Citywide Maintenance Programs; and

WHEREAS, the City approved Measure A budgets as part of its FY 12/13 budget and the Public Works Director is authorized to make changes to the Measure A Program to reflect Council action on the budget; and

WHEREAS, the Measure A revenue projections may change and program cost changes may be needed in the Expenditure Plan (as requested by RCTC) and the Public Works Director or his designee will need to make any edits to ensure compliance with the Measure A program.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WILDOMAR as follows:

1. The City Council approves the proposed Measure A Expenditure Plan and Budget for submittal to Riverside County Transportation Commission as identified in the Staff Report.
2. The City Council authorizes the Public Works Director or his designee to make adjustments to the Measure A Expenditure Plan Budget, as needed, to reflect any administrative changes in program costs, and submit the Expenditure Plan to RCTC.

PASSED, APPROVED, AND ADOPTED this 12th day of September, 2012.

Ben J. Benoit
Mayor

APPROVED AS TO FORM:

ATTEST:

Thomas D. Jex
City Attorney

Debbie A. Lee, CMC
City Clerk

CITY OF WILDOMAR – COUNCIL
Agenda Item #1.7
CONSENT CALENDAR
Meeting Date: September 12, 2012

TO: Mayor and City Council Members
FROM: Frank Oviedo, City Manager
SUBJECT: Support for House of Representatives Bill 5823

STAFF REPORT

RECOMMENDATION:

Staff recommends the City Council consider H.R. 5823 and direct the City Manager to submit a letter of support with the Mayor's signature.

BACKGROUND:

The Federal Housing and Finance Agency (FHFA) have been pushing a policy to bulk sale large inventories of homes in distressed housing markets. This bill will prevent the agency from those actions.

Locally the Southwest Riverside County Association of Realtors (SRCAR) has taken a position of support for this bill. SRCAR's stance is that the market is absorbing the homes at a pace consistent with the existing local conditions. Even more, the supply is already small. The practice of bulk selling inventories could make the problem of having sellable inventories worse. Additionally, when these fire sales take place nobody is sure who is bidding and who is going to own all these homes. Consequently, it could be putting more rental units in to a community than might be advisable.

SRCAR has asked for the southwest county cities support of this important bill that will have negative impacts to the local real estate market. For these reasons the Council should consider supporting the efforts to end the practice of bulk selling homes by FHFA.

FISCAL IMPACT:

There is no direct fiscal impact as a result of supporting this bill

Submitted & Approved By:
Frank Oviedo
City Manager

ATTACHMENTS:

Southwest Riverside County Association of Realtors Support Letter



Southwest Riverside County Association of REALTORS®
26529 Jefferson Ave, Murrieta CA 92562

August 30, 2012

The Honorable Gary Miller
2349 Rayburn House Office Building
Washington, D.C. 20515

Dear Congressman Miller,

On behalf of the *Southwest Riverside County Association of Realtors*® and the 3,300 members we represent, we are pleased to **SUPPORT** your bill H.R. 5823, the *Saving Taxpayers from Unnecessary GSE Bulk Sales Program Act of 2012*.

As Realtors® in one of the counties impacted by the program, we have very serious concerns with the design of the Federal Housing Finance Agency's (FHFA) "REO Initiative" pilot program. We believe implementing this program as proposed would negatively impact the housing market in California and is counter to FHFA's role as conservator to restore the financial health of the Government Sponsored Enterprises (GSEs) and protect the taxpayer. Given the current state of California's housing market, we can find no reason to include California in this pilot program.

Our local inventory has **dropped 72% just since January** of this year and prices have been stable to slightly appreciating since January 2009. Local cities including Temecula, Murrieta, Lake Elsinore, Menifee, Wildomar and Canyon Lake currently have salable housing inventories of 2 months or less.

Converting carefully selected REO properties into rentals might help reduce excess inventory in appropriately targeted areas, namely those with high inventory and low demand. However, counties in California do not reflect the market conditions required for the GSEs to benefit from such a program. While Los Angeles and Riverside counties are included in the pilot program, they currently have a shortage of homes available for sale. Home buyers in these markets encounter an environment where multiple offers are made on properties, including for distressed and foreclosed properties. Current foreclosure listings are sold in less than 60 days of listing and the properties sell for close to or above the asking price. This environment of high demand and low inventory is not appropriate for the REO pilot program. The GSEs have been able to minimize their losses on non-performing loans in our counties through the traditional foreclosure disposition process. As such, we see no reason to alter the current system in our county, as such an action would only harm the market and result in greater losses for the GSEs, and ultimately the taxpayer.

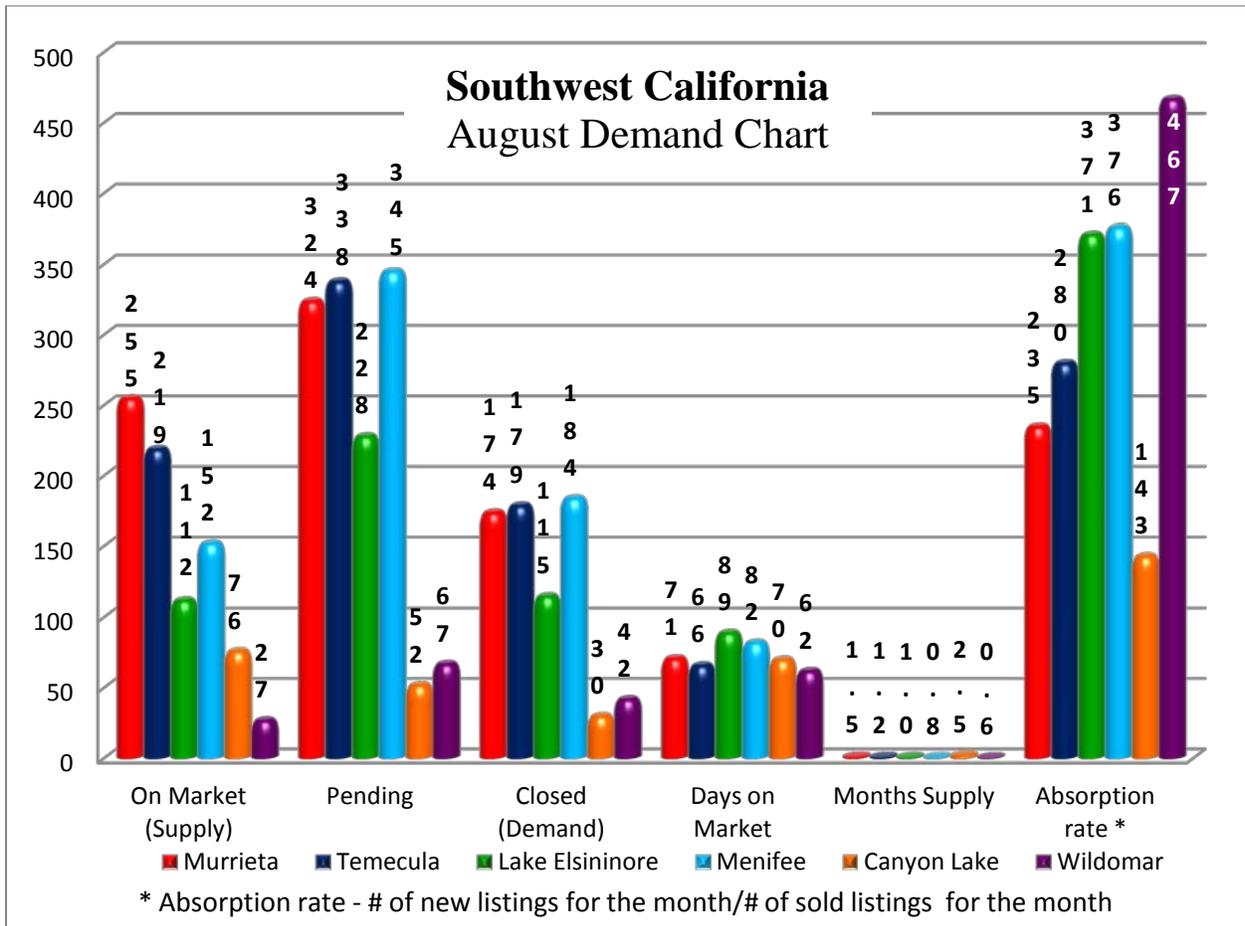
More fundamentally, we are concerned that including California counties in this initiative is in direct conflict with FHFA's duty as conservator to preserve and conserve the Company's assets and property and to put the Company in a sound and solvent condition. In California, there is no question that disposing properties through bulk sales will yield a lower return for the GSEs and taxpayers than through traditional disposition methods. This means that such a program will increase losses to the taxpayer and GSEs and make it more difficult for homebuyers to find their American Dream.

For these and other reasons, we are pleased to **SUPPORT** your H.R. 5823. Please let us know what we can do to assist you in your efforts.

Sincerely,

A handwritten signature in blue ink, appearing to read "Gene Wunderlich", is written over a light blue horizontal line.

Gene Wunderlich, Realtor®
Director, Government Affairs
GAD@srcar.org



One reason for suppressed sales numbers in Temecula and Murrieta is because we simply don't have product to sell. Inventory has dropped 72% since February (2,240/841) Our months supply has dwindled from 4.2 months in January to 1.3 and our absorption rate has ballooned from selling .7 homes for every new listing in January to an average of 3.12 in July. Yes, Wildomar sold nearly 5 homes for every new listing on the market last month. And with pending sales remaining high, that trend will not reverse itself anytime soon.

The number of bank owned homes and short sales has fallen by half since January putting more emphasis on standard sales – up to 62% of the active market from 48% in January.

Cc:

The Honorable Gary Miller (District Office)

The Honorable Ken Calvert

The Honorable Ken Calvert (District Office)

The Honorable Joe Baca

Mr. Moe Veissi, President, National Association of Realtors 500 New Jersey Avenue, NW

The Honorable Timothy F. Geithner, Secretary Department of the Treasury

Mr. Edward DeMarco, Acting Director, Federal Housing Finance Agency 1700 G Street NW

The Honorable Ben Bernanke, Chairman, Board of Governors of the Federal Reserve System

The Honorable Shaun Donovan, Secretary, Department of Housing and Urban Development

714.257.9242

202.225.2004

951.784.5255

202.225.8671

Washington, DC 20001-2020

Washington, DC 20220

Washington, D.C. 20551

Washington, DC 20551

Washington, DC 20410

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #3.1
GENERAL BUSINESS
Meeting Date: September 12, 2012

TO: Mayor and City Council Members

FROM: Tim D'Zmura, Public Works Director

SUBJECT: Transportation Uniform Mitigation Fee (TUMF) Reimbursement Agreements with Western Riverside Council of Governments (WRCOG)

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council approve TUMF Reimbursement Agreements with WRCOG for the following projects:

1. Bundy Canyon Road Project, I-15 to I-215
2. Clinton Keith Road Widening Project, I-15 to Copper Craft; and
3. Palomar Road Widening Project, Mission Trail to Jefferson

BACKGROUND:

TUMF Program

In 2002, the Western Riverside Council of Governments (WRCOG) adopted the Transportation Uniform Mitigation Fee (TUMF) Program. The TUMF Program was created in response to the significant growth of new development in Riverside County. Faced with inadequate funding to improve the regional transportation system to accommodate new development, the member agencies of WRCOG developed the TUMF as a solution.

The City of Wildomar is a member agency of the WRCOG, a joint powers agency comprised of the County of Riverside and seventeen (17) cities located in western Riverside County.

The TUMF Network is the system of roadways that serve inter-community trips within Western Riverside County. In the Nexus Study (for the TUMF), the TUMF roadway network was refined to distinguish between facilities of "Regional Significance" and facilities of "Zonal Significance."

"The Backbone" Regional Network: Facilities of Regional Significance were identified as those that typically are proposed to have a minimum of six lanes at general plan build out, extend across and/or between multiple area Planning Districts, and are forecast to carry at least 25,000 vehicles per day in 2035. The Facilities of Regional

Significance have been identified as the “backbone” highway network for Western Riverside County. A portion of the TUMF fee is specifically designated for improvement projects on the backbone system.

The “Secondary” Network: Facilities of Zonal Significance (the “secondary” network) are typically within one zone and carry comparatively lesser traffic volumes than the backbone highway network. A portion of the TUMF fee is specifically designated for improvement projects on the secondary network within the zone in which it is collected.

TUMF Projects in Wildomar

The following is a summary of the scope, status and budget for TUMF funded projects in the City.

UPDATE STATUS ON ALL PROJECTS BELOW

I-15/Clinton Keith Road Interchange

Widen to 6 lanes the existing bridge and improve freeway on/off ramps.

Construction bids received October 2011, construction anticipated to begin in January 2012. County will administer construction contract per agreement.

\$7.8 million SW zone TUMF, \$7.9 million SW Area RBBB, \$4 million DIF

Clinton Keith Road Widening

Widen, adding 2 lanes from I-15 to Copper Craft Drive

Environmental Document approved, Design on hold (consultant, URS)

SW zone TUMF funded balance \$660,849

Bundy Canyon Road Widening

Widen to 4 lanes from I-15 to I-215

Environmental Document (EIR) anticipated to be circulated in September 2011, with approval by the end of 2011. Design will be placed on hold (consultant, Parsons)

SW zone TUMF balance \$0

Palomar Street Widening and Realignment

Widen to 4 lanes from Mission Trail to Jefferson Ave

Environmental Document ready for circulation, with anticipated approval at the end of 2011. Design is 50% complete but on hold (consultant, URS)

SW zone TUMF balance \$941,239

The County continues to provide administration of the Clinton Keith Road Intercange Project and will administers the Environmental Phase of the Bundy Canyon Project; once the environmental phase is complete, city staff will administer the project The City will administer the Clinton Keith Widening and Palomar Projects and will be eligible for reimbursement of expenditures on the projects once the attached agreements are in place.

FISCAL IMPACT:

Once agreements are in place, the City will be eligible to submit invoices for reimbursement of staff time spent on the administration of projects as well as consultant costs related to the planning, design, management and inspection of the projects.

Submitted by:
Tim D'Zmura
Public Works Director

Approved by:
Frank Oviedo
City Manager

ATTACHMENTS:

1. TUMF Reimbursement Agreement for Bundy Canyon Road Project, I-15 to I-215
2. TUMF Reimbursement Agreement for Clinton Keith Road Widening Project, I-15 to Copper Craft
3. TUMF Reimbursement Agreement for Palomar Road Widening Project, Mission Trail to Jefferson

TRANSPORTATION UNIFORM MITIGATION FEE PROGRAM

AGREEMENT TO REIMBURSE TUMF FUNDS

THIS REIMBURSEMENT AGREEMENT (“Agreement”) is entered into as of this day of ____, 20__, by and between the Western Riverside Council of Governments (“WRCOG”), a California joint powers authority and City of Wildomar, a California municipal corporation, (“Agency”). WRCOG and Agency are sometimes hereinafter referred to individually as “Party” and collectively as “Parties”.

RECITALS

A. WRCOG is the Administrator of the Transportation Uniform Mitigation Fee Program of Western Riverside County (“TUMF Program”).

B. WRCOG has identified and designated certain transportation improvement projects throughout Western Riverside County as projects of regional importance (“Qualifying Projects” or “Projects”). The Qualifying Projects are more specifically described in that certain WRCOG study titled “TUMF Nexus Study”, as may be amended from time to time. Qualifying Projects can have Regional or Zonal significance as further described in the TUMF Nexus Study.

C. The TUMF Program is funded by TUMF fees paid by new development in Western Riverside County (collectively, “TUMF Program Funds”). TUMF Program Funds are held in trust by WRCOG for the purpose of funding the Qualifying Projects.

D. The AGENCY proposes to implement a Qualifying Project, and it is the purpose of this Agreement to identify the project and to set forth the terms and conditions by which WRCOG will release TUMF Program Funds.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and subject to the conditions contained herein, the Parties hereby agree as follows:

1. Description of the Qualifying Project. This Agreement is intended to distribute TUMF Program Funds to the AGENCY for **Bundy Canyon Road Widening from I-15 to I-215**, (the “Project”), a Qualifying Project. The Work, including a timetable and a detailed scope of work, is more fully described in Exhibit A attached hereto and, pursuant to Section 20 below, is subject to modification as requested by the jurisdiction and approved by WRCOG. The work shall be consistent with one or more of the defined WRCOG Call for Projects phases detailed herein as follows:

- 1) PA&ED – Project Approvals & Environmental Document
- 2) PS&E – Plans, Specifications and Estimates

2. WRCOG Funding Amount. WRCOG hereby agrees to distribute to AGENCY, on the terms and conditions set forth herein, a sum not to exceed **One Million Two Hundred Fifty Thousand dollars (\$1,250,000)**, to be used for reimbursing the AGENCY for eligible Project expenses as described in Section 3 herein (“Funding Amount”). The Parties acknowledge and agree that the Funding Amount may be less than the actual cost of the Project. Nevertheless, the Parties acknowledge and agree that WRCOG shall not be obligated to contribute TUMF Program Funds in excess of the maximum TUMF share identified in the TUMF Nexus Study (“Maximum TUMF Share”), as may be amended from time to time.

3. Project Costs Eligible for Advance/Reimbursement. The total Project costs (“Total Project Cost”) may include the following items, provided that such items are included in the scope of work attached hereto as Exhibit “A” (“Scope of Work”): (1) AGENCY and/or consultant costs associated with direct Project coordination and support; (2) funds expended in preparation of preliminary engineering studies; (3) funds expended for preparation of environmental review documentation for the Project; (4) all costs associated with right-of-way acquisition, including right-of-way engineering, appraisal, acquisition, legal costs for condemnation procedures if authorized by the AGENCY, and costs of reviewing appraisals and offers for property acquisition; (5) costs reasonably incurred if condemnation proceeds; (6) costs incurred in the preparation of plans, specifications, and estimates by AGENCY or consultants; (7) AGENCY costs associated with bidding, advertising and awarding of the Project contracts; (8) construction costs, including change orders to construction contract approved by the AGENCY; (9) construction management, field inspection and material testing costs; and (10) any AGENCY administrative cost to deliver the Project.

4. Ineligible Project Costs. The Total Project Cost shall not include the following items which shall be borne solely by the AGENCY without reimbursement: (1) any AGENCY administrative fees attributed to the reviewing and processing of the Project; and (2) expenses for items of work not included within the Scope of Work in Exhibit “A”.

5. Procedures for Distribution of TUMF Program Funds to AGENCY.

(a) Initial Payment by the AGENCY. The AGENCY shall be responsible for initial payment of all the Project costs as they are incurred. Following payment of such Project costs, the AGENCY shall submit invoices to WRCOG requesting reimbursement of eligible Project costs. Each invoice shall be accompanied by detailed contractor invoices, or other demands for payment addressed to the AGENCY, and documents evidencing the AGENCY’S payment of the invoices or demands for payment. Documents evidencing the AGENCY’S payment of the invoices shall be retained for three (3) years and shall be made available for review by WRCOG. The AGENCY shall submit invoices not more often than monthly and not less often than quarterly.

(b) Review and Reimbursement by WRCOG. Upon receipt of an invoice from the AGENCY, WRCOG may request additional documentation or explanation of the Project costs for which reimbursement is sought. Undisputed amounts shall be paid by WRCOG to the AGENCY within thirty (30) days. In the event that WRCOG disputes the eligibility of the AGENCY for reimbursement of all or a portion of an invoiced amount, the Parties shall meet and confer in an attempt to resolve the dispute. If the meet and confer process is unsuccessful in

resolving the dispute, the AGENCY may appeal WRCOG's decision as to the eligibility of one or more invoices to WRCOG's Executive Director. The WRCOG Executive Director shall provide his/her decision in writing. If the AGENCY disagrees with the Executive Director's decision, the AGENCY may appeal the decision of the Executive Director to the full WRCOG Executive Committee, provided the AGENCY submits its request for appeal to WRCOG within ten (10) days of the Executive Director's written decision. The decision of the WRCOG Executive Committee shall be final. Additional details concerning the procedure for the AGENCY's submittal of invoices to WRCOG and WRCOG's consideration and payment of submitted invoices are set forth in Exhibit "B", attached hereto.

(c) Funding Amount/Adjustment. If a post Project audit or review indicates that WRCOG has provided reimbursement to the AGENCY in an amount in excess of the Maximum TUMF Share of the Project, or has provided reimbursement of ineligible Project costs, the AGENCY shall reimburse WRCOG for the excess or ineligible payments within 30 days of notification by WRCOG.

6. Increases in Project Funding. The Funding Amount may, in WRCOG's sole discretion, be augmented with additional TUMF Program Funds if the TUMF Nexus Study is amended to increase the maximum eligible TUMF share for the Project. Any such increase in the Funding Amount must be approved in writing by WRCOG's Executive Director. In no case shall the amount of TUMF Program Funds allocated to the AGENCY exceed the then-current maximum eligible TUMF share for the Project. No such increased funding shall be expended to pay for any Project already completed. For purposes of this Agreement, the Project or any portion thereof shall be deemed complete upon its acceptance by WRCOG's Executive Director which shall be communicated to the AGENCY in writing.

7. No Funding for Temporary Improvements. Only segments or components of the construction that are intended to form part of or be integrated into the Project may be funded by TUMF Program Funds. No improvement which is temporary in nature, including but not limited to temporary roads, curbs, tapers or drainage facilities, shall be funded with TUMF Program Funds, except as needed for staged construction of the Project.

8. AGENCY's Funding Obligation to Complete the Project. In the event that the TUMF Program Funds allocated to the Project represent less than the total cost of the Project, the AGENCY shall provide such additional funds as may be required to complete the Project.

9. AGENCY's Obligation to Repay TUMF Program Funds to WRCOG. In the event that: (i) the AGENCY, for any reason, determines not to proceed with or complete the Project; or (ii) the Project is not timely completed, subject to any extension of time granted by WRCOG pursuant to the terms of this Agreement; the AGENCY agrees that any TUMF Program Funds that were distributed to the AGENCY for the Project shall be repaid in full to WRCOG. The Parties shall enter into good faith negotiations to establish a reasonable repayment schedule and repayment mechanism. **(Note: For Phase 1 – PA&ED agreements, delete this Repayment Section)**THIS SECTION INTENTIONALLY LEFT BLANK.

10. Term/Notice of Completion. The term of this Agreement shall be from the date first herein above written until: (i) the date WRCOG formally accepts the Project as complete, pursuant to Section 6; (ii) termination of this Agreement pursuant to Section 15; or (iii) the AGENCY has fully satisfied its obligations under this Agreement. All applicable indemnification provisions of this Agreement shall remain in effect following the termination of this Agreement.

11. Representatives of the Parties. WRCOG's Executive Director, or his or her designee, shall serve as WRCOG's representative and shall have the authority to act on behalf of WRCOG for all purposes under this Agreement. The AGENCY hereby designates Frank Oviedo, City Manager, or his or her designee, as the AGENCY's representative to WRCOG. The AGENCY's representative shall have the authority to act on behalf of the AGENCY for all purposes under this Agreement and shall coordinate all activities of the Project under the AGENCY's responsibility. The AGENCY shall work closely and cooperate fully with WRCOG's representative and any other agencies which may have jurisdiction over or an interest in the Project.

12. Expenditure of Funds by AGENCY Prior to Execution of Agreement. Nothing in this Agreement shall be construed to prevent or preclude the AGENCY from expending funds on the Project prior to the execution of the Agreement, or from being reimbursed by WRCOG for such expenditures. However, the AGENCY understands and acknowledges that any expenditure of funds on the Project prior to the execution of the Agreement is made at the AGENCY's sole risk, and that some expenditures by the AGENCY may not be eligible for reimbursement under this Agreement.

13. Review of Services. The AGENCY shall allow WRCOG's Representative to inspect or review the progress of the Project at any reasonable time in order to determine whether the terms of this Agreement are being met.

14. Termination.

(a) Notice. Either WRCOG or AGENCY may, by written notice to the other party, terminate this Agreement, in whole or in part, in response to a material breach hereof by the other Party, by giving written notice to the other party of such termination and specifying the effective date thereof. The written notice shall provide a 30 day period to cure any alleged breach. During the 30 day cure period, the Parties shall discuss, in good faith, the manner in which the breach can be cured.

(b) Effect of Termination. In the event that the AGENCY terminates this Agreement, the AGENCY shall, within 180 days, repay to WRCOG any unexpended TUMF Program Funds provided to the AGENCY under this Agreement and shall complete any portion of segment of work for the Project for which TUMF Program Funds have been provided. In the event that WRCOG terminates this Agreement, WRCOG shall, within 90 days, distribute to the AGENCY TUMF Program Funds in an amount equal to the aggregate total of all unpaid invoices which have been received from the AGENCY regarding the Project at the time of the notice of termination; provided, however, that WRCOG shall be entitled to exercise its rights under Section 5(b), including but not limited to conducting a review of the invoices and

requesting additional information. Upon such termination, the AGENCY shall, within 180 days, complete any portion or segment of work for the Project for which TUMF Program Funds have been provided. This Agreement shall terminate upon receipt by the non-terminating Party of the amounts due to it hereunder and upon completion of the segment or portion of Project work for which TUMF Program Funds have been provided.

(c) Cumulative Remedies. The rights and remedies of the Parties provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.

15. Prevailing Wages. The AGENCY and any other person or entity hired to perform services on the Project are alerted to the requirements of California Labor Code Sections 1770 et seq., which would require the payment of prevailing wages were the services or any portion thereof determined to be a public work, as defined therein. The AGENCY shall ensure compliance with these prevailing wage requirements by any person or entity hired to perform the Project. The AGENCY shall defend, indemnify, and hold harmless WRCOG, its officers, employees, consultants, and agents from any claim or liability, including without limitation attorneys, fees, arising from its failure or alleged failure to comply with California Labor Code Sections 1770 et seq.

16. Progress Reports. WRCOG may request the AGENCY to provide WRCOG with progress reports concerning the status of the Project.

17. Indemnification.

(a) AGENCY Responsibilities. In addition to the indemnification required under Section 16, the AGENCY agrees to indemnify and hold harmless WRCOG, its officers, agents, consultants, and employees from any and all claims, demands, costs or liability arising from or connected with all activities governed by this Agreement including all design and construction activities, due to negligent acts, errors or omissions or willful misconduct of the AGENCY or its subcontractors. The AGENCY will reimburse WRCOG for any expenditures, including reasonable attorneys' fees, incurred by WRCOG, in defending against claims ultimately determined to be due to negligent acts, errors or omissions or willful misconduct of the AGENCY.

(b) WRCOG Responsibilities. WRCOG agrees to indemnify and hold harmless the AGENCY, its officers, agents, consultants, and employees from any and all claims, demands, costs or liability arising from or connected with all activities governed by this Agreement including all design and construction activities, due to negligent acts, errors or omissions or willful misconduct of WRCOG or its sub-consultants. WRCOG will reimburse the AGENCY for any expenditures, including reasonable attorneys' fees, incurred by the AGENCY, in defending against claims ultimately determined to be due to negligent acts, errors or omissions or willful misconduct of WRCOG.

(c) Effect of Acceptance. The AGENCY shall be responsible for the professional quality, technical accuracy and the coordination of any services provided to complete the Project. WRCOG's review, acceptance or funding of any services performed by

the AGENCY or any other person or entity under this Agreement shall not be construed to operate as a waiver of any rights WRCOG may hold under this Agreement or of any cause of action arising out of this Agreement. Further, the AGENCY shall be and remain liable to WRCOG, in accordance with applicable law, for all damages to WRCOG caused by the AGENCY's negligent performance of this Agreement or supervision of any services provided to complete the Project.

18. Insurance. The AGENCY shall require, at a minimum, all persons or entities hired to perform the Project to obtain, and require their subcontractors to obtain, insurance of the types and in the amounts described below and satisfactory to the AGENCY and WRCOG. Such insurance shall be maintained throughout the term of this Agreement, or until completion of the Project, whichever occurs last.

(a) Commercial General Liability Insurance. Occurrence version commercial general liability insurance or equivalent form with a combined single limit of not less than \$1,000,000.00 per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to the Project or be no less than two times the occurrence limit. Such insurance shall:

(i) Name WRCOG and AGENCY, and their respective officials, officers, employees, agents, and consultants as insured with respect to performance of the services on the Project and shall contain no special limitations on the scope of coverage or the protection afforded to these insured;

(ii) Be primary with respect to any insurance or self-insurance programs covering WRCOG and AGENCY, and/or their respective officials, officers, employees, agents, and consultants; and

(iii) Contain standard separation of insured provisions.

(b) Business Automobile Liability Insurance. Business automobile liability insurance or equivalent form with a combined single limit of not less than \$1,000,000.00 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.

(c) Professional Liability Insurance. Errors and omissions liability insurance with a limit of not less than \$1,000,000.00 Professional liability insurance shall only be required of design or engineering professionals.

(d) Workers' Compensation Insurance. Workers' compensation insurance with statutory limits and employers' liability insurance with limits of not less than \$1,000,000.00 each accident.

19. Project Amendments. Changes to the characteristics of the Project, including the deadline for Project completion, and any responsibilities of the AGENCY or WRCOG may be requested in writing by the AGENCY and are subject to the approval of WRCOG's Representative, which approval will not be unreasonably withheld, provided that extensions of

time for completion of the Project shall be approved in the sole discretion of WRCOG's Representative. Nothing in this Agreement shall be construed to require or allow completion of the Project without full compliance with the California Environmental Quality Act (Public Resources Code Section 21000 *et seq.*; "CEQA") and the National Environmental Policy Act of 1969 (42 USC 4231 *et seq.*), if applicable, but the necessity of compliance with CEQA and/or NEPA shall not justify, excuse, or permit a delay in completion of the Project.

20. Conflict of Interest. For the term of this Agreement, no member, officer or employee of the AGENCY or WRCOG, during the term of his or her service with the AGENCY or WRCOG, as the case may be, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

21. Limited Scope of Duties. WRCOG's and the AGENCY's duties and obligations under this Agreement are limited to those described herein. WRCOG has no obligation with respect to the safety of any Project performed at a job site. In addition, WRCOG shall not be liable for any action of AGENCY or its contractors relating to the condemnation of property undertaken by AGENCY or construction related to the Project.

22. Books and Records. Each party shall maintain complete, accurate, and clearly identifiable records with respect to costs incurred for the Project under this Agreement. They shall make available for examination by the other party, its authorized agents, officers or employees any and all ledgers and books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or related to the expenditures and disbursements charged to the other party pursuant to this disbursements charged to the other party pursuant to this Agreement. Further, each party shall furnish to the other party, its agents or employees such other evidence or information as they may require with respect to any such expense or disbursement charged by them. All such information shall be retained by the Parties for at least four (4) years following termination of this Agreement, and they shall have access to such information during the four-year period for the purposes of examination or audit.

23. Equal Opportunity Employment. The Parties represent that they are equal opportunity employers and they shall not discriminate against any employee or applicant of reemployment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

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

25. Attorneys' Fees. If either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and costs of suit.

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

27. Headings. Article and Section Headings, paragraph captions or marginal headings contained in this Agreement are for convenience only and shall have no effect in the construction or interpretation of any provision herein.

28. Public Acknowledgement. The AGENCY agrees that all public notices, news releases, information signs and other forms of communication shall indicate that the Project is being cooperatively funded by the AGENCY and WRCOG TUMF Program Funds.

29. No Joint Venture. This Agreement is for funding purposes only and nothing herein shall be construed to make WRCOG a party to the construction of the Project or to make it a partner or joint venture with the AGENCY for such purpose.

30. Compliance With the Law. The AGENCY shall comply with all applicable laws, rules and regulations governing the implementation of the Qualifying Project, including, where applicable, the rules and regulations pertaining to the participation of businesses owned or controlled by minorities and women promulgated by the Federal Highway Administration and the Federal Department of Transportation.

31. Notices. All notices hereunder and communications regarding interpretation of the terms of this Agreement or changes thereto shall be provided by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

If to AGENCY: City of Wildomar
 23873 Clinton Keith Road
 Wildomar, CA 92595
 Attention: Frank Oviedo
 Telephone: (951) 677-7751
 Facsimile: (951) 698-1463

If to WRCOG: Western Riverside Council of Governments
 Riverside County Administrative Center
 4080 Lemon Street, Third Floor
 Riverside, California 92501-3609
 Attention: Deputy Executive Director
 Telephone: (951) 955-7985
 Facsimile: (951) 787-7991

Any notice so given shall be considered served on the other party three (3) days after deposit in the U.S. mail, first class postage prepaid, return receipt requested, 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.

32. Integration: Amendment. This Agreement contains the entire agreement between the PARTIES. Any agreement or representation respecting matters addressed herein that are not expressly set forth in this Agreement is null and void. This Agreement may be amended only by mutual written agreement of the PARTIES.

33. Severability. If any term, provision, condition or covenant of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby.

34. Conflicting Provisions. In the event that provisions of any attached appendices or exhibits conflict in any way with the provisions set forth in this Agreement, the language, terms and conditions contained in this Agreement shall control the actions and obligations of the Parties and the interpretation of the Parties' understanding concerning the Agreement.

35. Independent Contractors. Any person or entities retained by the AGENCY or any contractor shall be retained on an independent contractor basis and shall not be employees of WRCOG. Any personnel performing services on the Project shall at all times be under the exclusive direction and control of the AGENCY or contractor, whichever is applicable. The AGENCY or contractor shall pay all wages, salaries and other amounts due such personnel in connection with their performance of services on the Project and as required by law. The AGENCY or consultant shall be responsible for all reports and obligations respecting such personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance and workers' compensation insurance.

36. Effective Date. This Agreement shall not be effective until executed by both Parties. The failure of one party to execute this Agreement within forty-five (45) days of the other party executing this Agreement shall render any execution of this Agreement ineffective.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives to be effective on the day and year first above-written.

WESTERN RIVERSIDE COUNCIL
OF GOVERNMENTS

CITY OF WILDOMAR

By: _____ Date: _____
Rick Bishop
Executive Director

By: _____ Date: _____
Frank Oviedo
City Manager

Approved to Form:

Attest:

By: _____ Date: _____
Steven C. DeBaun
General Counsel

By: _____ Date: _____
Debbie A. Lee
City Clerk

Approve to Form:

By: _____ Date: _____
Julie Briggs
Thomas D. Jex
City Attorney

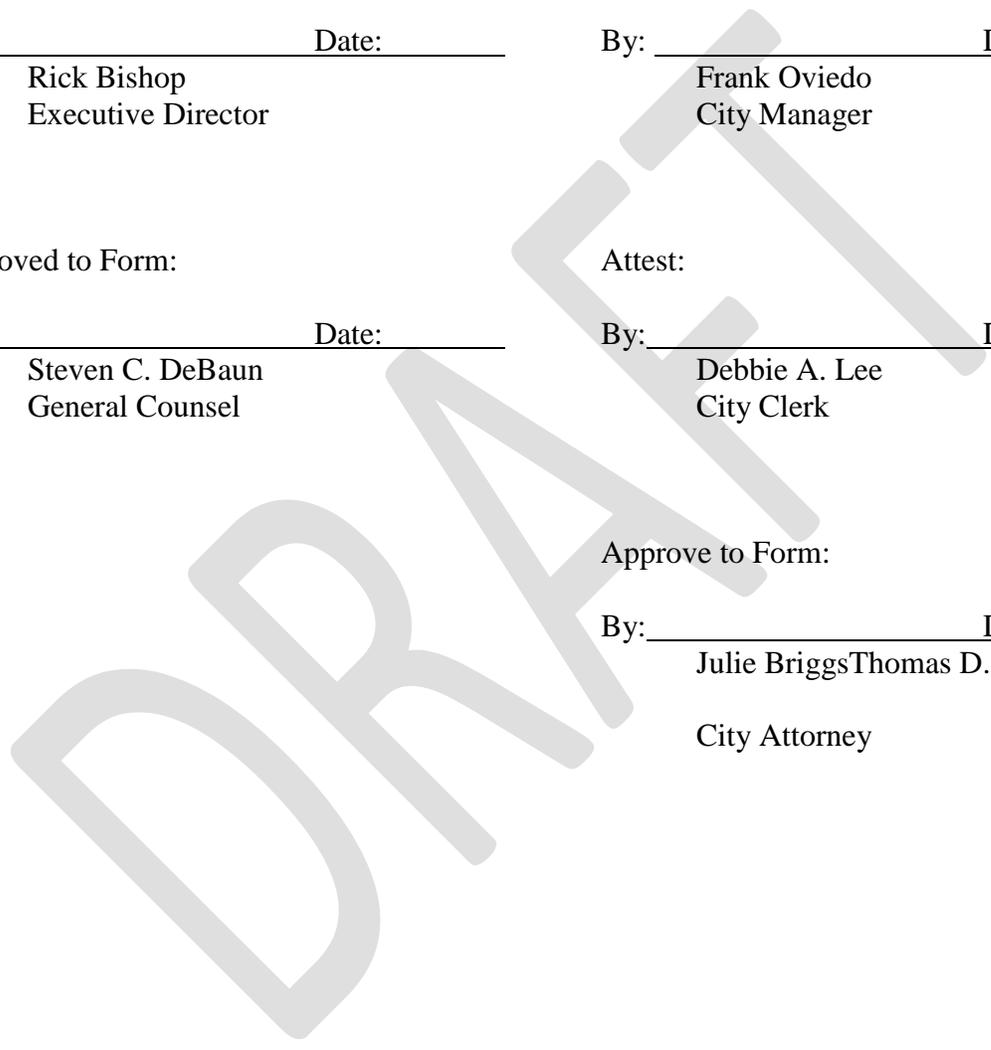
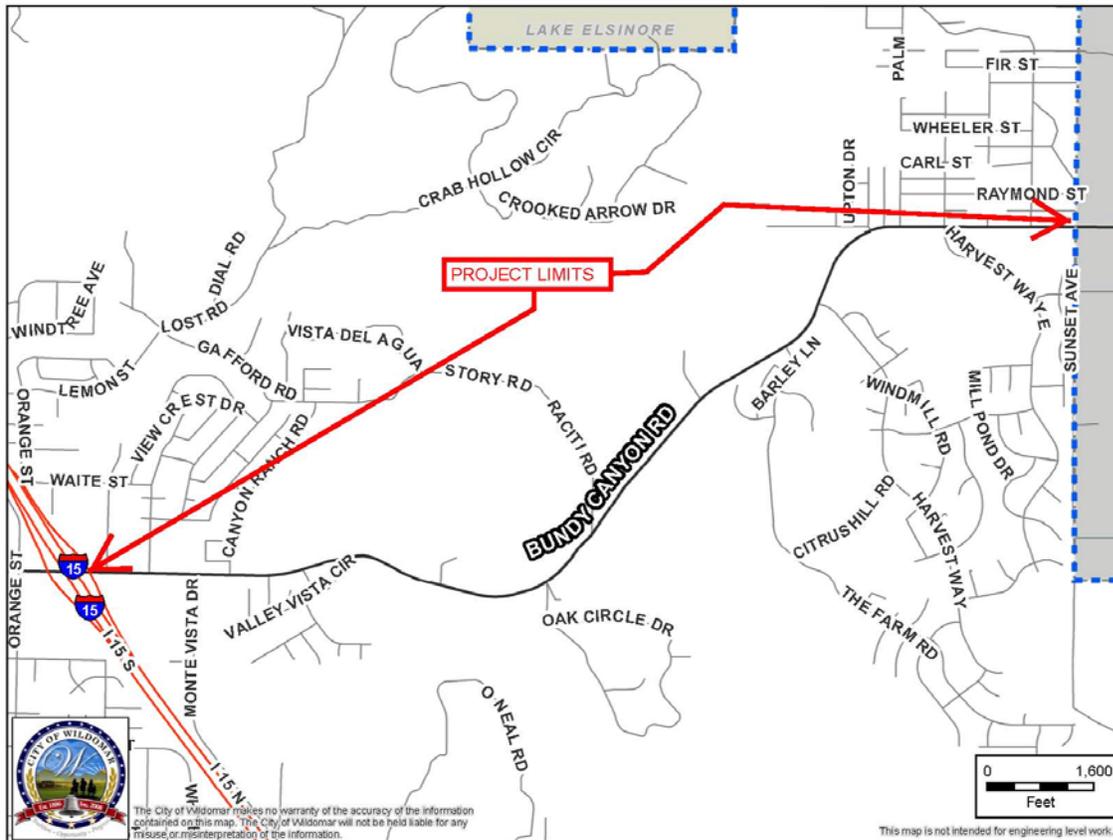


EXHIBIT “A”

SCOPE OF WORK

SCOPE OF WORK: Bundy Canyon Road Widening includes widening of Bundy Canyon Road from I-15 to Sunset Avenue. The City of Wildomar General Plan indicates that Bundy Canyon Road is planned to be a six lane roadway. This project will widen Bundy Canyon Road to four lanes plus a center left turn lane from I-15 to the Wildomar and Menifee City limit at Sunset Avenue. The project includes turn lanes and traffic signals at major intersections. The project will acquire the right of necessary for the General Plan width of six lanes.



A detailed scope of work for the current project phases is as follows:

Project Approval/ Environmental Document (PA&ED):

Complete necessary technical studies. Prepare and circulate environmental document. Obtain approval of environmental document from necessary legislative bodies.

Plans, Specifications, and Estimates(PS&E):

Develop topographic maps from aerial photogrammetry and ground surveys. Locate existing utilities and coordinate preparation of relocation/protection plans with utility companies. Conduct subsurface geotechnical investigations and analysis. Perform hydrology/hydraulic studies and traffic analyses. Design and prepare the construction Plans, Specifications, and Estimate.

EXHIBIT A-1**ESTIMATE OF COST**

The funding sources of the Bundy Canyon Road Widening Project are as follows:

Phase	Local Agency	Development Impact Fees	State/Federal/Regional	TUMF Zone	TUMF Regional	Total
PA&ED				\$250,000		\$250,000
PS&E				\$1,000,000		\$1,000,000
Total				\$1,250,000		\$1,250,000

EXHIBIT A-2

PROJECT SCHEDULE

- **Project Approval/Environmental Documents (PA&ED) Phase:** Technical studies and environmental document are substantially complete for the project from I-15 in Wildomar to I-215 in Menifee. Minor revisions are needed to complete. Environmental document then needs to be circulated for public comment and approved by City Council. Estimate completion date: February 2013.
1)
- **Plans, Specifications, and Estimate:** Preliminary engineering has not been initiated. Estimated start date: April 2013. Estimate completion date: April 2014.

DRAFT

Elements of Compensation

EXHIBIT "B"

PROCEDURES FOR SUBMITTAL, CONSIDERATION AND PAYMENT OF INVOICES

1. For professional services, WRCOG recommends that the AGENCY incorporate this Exhibit "B-1" into its contracts with any subcontractors to establish a standard method for preparation of invoices by contractors to the AGENCY and ultimately to WRCOG for reimbursement of AGENCY contractor costs.
2. Each month the AGENCY shall submit an invoice for eligible Project costs incurred during the preceding month. The original invoice shall be submitted to WRCOG's Executive Director with a copy to WRCOG's Project Coordinator. Each invoice shall be accompanied by a cover letter in a format substantially similar to that of Exhibit "B-2".
3. For jurisdictions with large construction projects (with the total construction cost exceeding \$10 million) under construction at the same time, may with the approval of WRCOG submit invoices to WRCOG for payment at the same time they are received by the jurisdiction. WRCOG must receive the invoice by the 5th day of the month in order to process the invoice within 30 days. WRCOG will retain 10% of the invoice until all costs have been verified as eligible and will release the balance at regular intervals not more than quarterly and not less than semi-annually. If there is a discrepancy or ineligible costs that exceed 10% of the previous invoice WRCOG will deduct that amount from the next payment.
4. Each invoice shall include documentation from each contractor used by the AGENCY for the Project, listing labor costs, subcontractor costs, and other expenses. Each invoice shall also include a monthly progress report and spreadsheets showing the hours or amounts expended by each contractor or subcontractor for the month and for the entire Project to date. Samples of acceptable task level documentation and progress reports are attached as Exhibits "B-4" and "B-5". All documentation from the Agency's contractors should be accompanied by a cover letter in a format substantially similar to that of Exhibit "B-3".
5. If the AGENCY is seeking reimbursement for direct expenses incurred by AGENCY staff for eligible Project costs, the AGENCY shall provide the same level of information for its labor and any expenses as required of its contractors pursuant to Exhibit "B" and its attachments.
6. Charges for each task and milestone listed in Exhibit "A" shall be listed separately in the invoice.
7. Each invoice shall include a certification signed by the AGENCY Representative or his or her designee which reads as follows:

“I hereby certify that the hours and salary rates submitted for reimbursement in this invoice are the actual hours and rates worked and paid to the contractors or subcontractors listed.

Signed _____

Title _____

Date _____

Invoice No. _____

8. WRCOG will pay the AGENCY within 30 days after receipt by WRCOG of an invoice. If WRCOG disputes any portion of an invoice, payment for that portion will be withheld, without interest, pending resolution of the dispute, but the uncontested balance will be paid.
9. The final payment under this Agreement will be made only after: (I) the AGENCY has obtained a Release and Certificate of Final Payment from each contractor or subcontractor used on the Project; (ii) the AGENCY has executed a Release and Certificate of Final Payment; and (iii) the AGENCY has provided copies of each such Release to WRCOG.

EXHIBIT “B-1”
[Sample for Professional Services]

For the satisfactory performance and completion of the Services under this Agreement, Agency will pay the Contractor compensation as set forth herein. The total compensation for this service shall not exceed (____INSERT WRITTEN DOLLAR AMOUNT____) (\$__INSERT NUMERICAL DOLLAR AMOUNT__) without written approval of Agency’s City Manager [or applicable position] (“Total Compensation”).

1. ELEMENTS OF COMPENSATION.

Compensation for the Services will be comprised of the following elements: 1.1 Direct Labor Costs; 1.2 Fixed Fee; and 1.3 Additional Direct Costs.

1.1 DIRECT LABOR COSTS.

Direct Labor costs shall be paid in an amount equal to the product of the Direct Salary Costs and the Multiplier which are defined as follows:

1.1.1 DIRECT SALARY COSTS

Direct Salary Costs are the base salaries and wages actually paid to the Contractor's personnel directly engaged in performance of the Services under the Agreement. (The range of hourly rates paid to the Contractor's personnel appears in Section 2 below.)

1.1.2 MULTIPLIER

The Multiplier to be applied to the Direct Salary Costs to determine the Direct Labor Costs is _____, and is the sum of the following components:

1.1.2.1 Direct Salary Costs _____

1.1.2.2 Payroll Additives _____

The Decimal Ratio of Payroll Additives to Direct Salary Costs. Payroll Additives include all employee benefits, allowances for vacation, sick leave, and holidays, and company portion of employee insurance and social and retirement benefits, all federal and state payroll taxes, premiums for insurance which are measured by payroll costs, and other contributions and benefits imposed by applicable laws and regulations.

1.1.2.3 Overhead Costs _____

The Decimal Ratio of Allowable Overhead Costs to the Contractor Firm's Total Direct Salary Costs. Allowable Overhead Costs include general, administrative and overhead costs of maintaining and operating established offices, and consistent with established firm policies, and as defined in the Federal Acquisitions Regulations, Part 31.2.

Total Multiplier _____
 (sum of 1.1.2.1, 1.1.2.2, and 1.1.2.3)

1.2 FIXED FEE.

1.2.1 The fixed fee is \$_____.

1.2.2 A pro-rata share of the Fixed Fee shall be applied to the total Direct Labor Costs expended for services each month, and shall be included on each monthly invoice.

1.3 ADDITIONAL DIRECT COSTS.

Additional Direct Costs directly identifiable to the performance of the services of this Agreement shall be reimbursed at the rates below, or at actual invoiced cost.

Rates for identified Additional Direct Costs are as follows:

<u>ITEM</u>	<u>REIMBURSEMENT RATE</u>
	<i>[__insert charges__]</i>
Per Diem	\$ /day
Car mileage	\$ /mile
Travel	\$ /trip
Computer Charges	\$ /hour
Photocopies	\$ /copy
Blueline	\$ /sheet
LD Telephone	\$ /call
Fax	\$ /sheet
Photographs	\$ /sheet

Travel by air and travel in excess of 100 miles from the Contractor's office nearest to Agency's office must have Agency's prior written approval to be reimbursed under this Agreement.

2. DIRECT SALARY RATES

Direct Salary Rates, which are the range of hourly rates to be used in determining Direct Salary Costs in Section 1.1.1 above, are given below and are subject to the following:

- 2.1 Direct Salary Rates shall be applicable to both straight time and overtime work, unless payment of a premium for overtime work is required by law, regulation or craft agreement, or is otherwise specified in this Agreement. In such event, the premium portion of Direct Salary Costs will not be subject to the Multiplier defined in Paragraph 1.1.2 above.
- 2.2 Direct Salary Rates shown herein are in effect for one year following the effective date of the Agreement. Thereafter, they may be adjusted annually to reflect the Contractor's adjustments to individual compensation. The Contractor shall notify Agency in writing prior to a change in the range of rates included herein, and prior to each subsequent change.

POSITION OR CLASSIFICATION RANGE OF HOURLY RATES

[sample]

Principal	\$.00 - \$.00/hour
Project Manager	\$.00 - \$.00/hour
Sr. Engineer/Planner	\$.00 - \$.00/hour
Project Engineer/Planner	\$.00 - \$.00/hour
Assoc. Engineer/Planner	\$.00 - \$.00/hour
Technician	\$.00 - \$.00/hour
Drafter/CADD Operator	\$.00 - \$.00/hour
Word Processor	\$.00 - \$.00/hour

- 2.3 The above rates are for the Contractor only. All rates for subcontractors to the Contractor will be in accordance with the Contractor's cost proposal.

3. INVOICING.

- 3.1 Each month the Contractor shall submit an invoice for Services performed during the preceding month. The original invoice shall be submitted to Agency's Executive Director with two (2) copies to Agency's Project Coordinator.
- 3.2 Charges shall be billed in accordance with the terms and rates included herein, unless otherwise agreed in writing by Agency's Representative.
- 3.3 Base Work and Extra Work shall be charged separately, and the charges for each task and Milestone listed in the Scope of Services, shall be listed separately. The charges for each individual assigned by the Contractor under this Agreement shall be listed separately on an attachment to the invoice.

- 3.4 A charge of \$500 or more for any one item of Additional Direct Costs shall be accompanied by substantiating documentation satisfactory to Agency such as invoices, telephone logs, etc.
- 3.5 Each copy of each invoice shall be accompanied by a Monthly Progress Report and spreadsheets showing hours expended by task for each month and total project to date.
- 3.6 If applicable, each invoice shall indicate payments to DBE subcontractors or supplies by dollar amount and as a percentage of the total invoice.
- 3.7 Each invoice shall include a certification signed by the Contractor's Representative or an officer of the firm which reads as follows:

I hereby certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the employees listed.

Signed _____
Title _____
Date _____
Invoice No. _____

4. PAYMENT

- 4.1 Agency shall pay the Contractor within four to six weeks after receipt by Agency of an original invoice. Should Agency contest any portion of an invoice, that portion shall be held for resolution, without interest, but the uncontested balance shall be paid.
- 4.2 The final payment for Services under this Agreement will be made only after the Contractor has executed a Release and Certificate of Final Payment.

EXHIBIT B-2
Sample Cover Letter to WRCOG

Date
Western Riverside Council of Governments
Riverside County Administrative Center
4080 Lemon Street, Third Floor
Riverside, California 92501-3679
Attention: Deputy Executive Director
ATTN: Accounts Payable

Re: Project Title - Invoice #__

Enclosed for your review and payment approval is the AGENCY’s invoice for professional and technical services that was rendered by our contractors in connection with the 2002 Measure “A” Local Streets and Roads Funding per Agreement No. _____ effective (Month/Day/Year) . The required support documentation received from each contractor is included as backup to the invoice.

Invoice period covered is from Month/Date/Year to Month/Date/Year .

Total Authorized Agreement Amount:	\$0,000,000.00
Total Invoiced to Date:	\$0,000,000.00
Total Previously Invoiced:	\$0,000,000.00
Balance Remaining:	\$0,000,000.00

Amount due this Invoice:	\$0,000,000.00
	=====

I certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the contractors listed.

By: _____
Name
Title

cc:

EXHIBIT B-3
Sample Letter from Contractor to AGENCY

Month/Date/Year

Western Riverside Council of Governments
Riverside County Administrative Center
4080 Lemon Street, Third Floor
Riverside, California 92501-3679
Attention: Deputy Executive Director
Attn: Accounts Payable

Invoice # _____

For **[type of services]** rendered by **[contractor name]** in connection with **[name of project]**
This is per agreement No. XX-XX-XXX effective Month/Date/Year.

Invoice period covered is from Month/Date/Year to Month/Date/Year.

Total Base Contract Amount:	\$000,000.00
Authorized Extra Work (if Applicable)	\$000,000.00

TOTAL AUTHORIZED CONTRACT AMOUNT:	\$000,000.00
Total Invoice to Date:	\$000,000.00
Total Previously Billed:	\$000,000.00
Balance Remaining:	\$000,000.00
Amount Due this Invoice:	\$000,000.00
	=====

I certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the employees listed,

By: _____
Name
Title

**EXHIBIT B-4
SAMPLE TASK SUMMARY SCHEDULE
(OPTIONAL)**

EXHIBIT B-5
Sample Progress Report

REPORTING PERIOD: Month/Date/Year to Month/Date/Year
PROGRESS REPORT: #1

A. Activities and Work Completed during Current Work Periods

TASK 01 – 100% PS&E SUBMITTAL

1. Responded to Segment 1 comments from Department of Transportation
2. Completed and submitted Segment 1 final PS&E

B. Current/Potential Problems Encountered & Corrective Action

Problems	Corrective Action
None	None

C. Work Planned Next Period

TASK 01 – 100% PS&E SUBMITTAL

1. Completing and to submit Traffic Signal and Electrical Design plans
2. Responding to review comments

TRANSPORTATION UNIFORM MITIGATION FEE PROGRAM

AGREEMENT TO REIMBURSE TUMF FUNDS

THIS REIMBURSEMENT AGREEMENT (“Agreement”) is entered into as of this day of ____, 20__, by and between the Western Riverside Council of Governments (“WRCOG”), a California joint powers authority and City of Wildomar, a California municipal corporation, (“Agency”). WRCOG and Agency are sometimes hereinafter referred to individually as “Party” and collectively as “Parties”.

RECITALS

A. WRCOG is the Administrator of the Transportation Uniform Mitigation Fee Program of Western Riverside County (“TUMF Program”).

B. WRCOG has identified and designated certain transportation improvement projects throughout Western Riverside County as projects of regional importance (“Qualifying Projects” or “Projects”). The Qualifying Projects are more specifically described in that certain WRCOG study titled “TUMF Nexus Study”, as may be amended from time to time. Qualifying Projects can have Regional or Zonal significance as further described in the TUMF Nexus Study.

C. The TUMF Program is funded by TUMF fees paid by new development in Western Riverside County (collectively, “TUMF Program Funds”). TUMF Program Funds are held in trust by WRCOG for the purpose of funding the Qualifying Projects.

D. The AGENCY proposes to implement a Qualifying Project, and it is the purpose of this Agreement to identify the project and to set forth the terms and conditions by which WRCOG will release TUMF Program Funds.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and subject to the conditions contained herein, the Parties hereby agree as follows:

1. Description of the Qualifying Project. This Agreement is intended to distribute TUMF Program Funds to the AGENCY for **Clinton Keith Road Widening from I-15 to Copper Craft Drive**, (the “Project”), a Qualifying Project. The Work, including a timetable and a detailed scope of work, is more fully described in Exhibit A attached hereto and, pursuant to Section 20 below, is subject to modification as requested by the jurisdiction and approved by WRCOG. The work shall be consistent with one or more of the defined WRCOG Call for Projects phases detailed herein as follows:

1) PS&E – Plans, Specifications and Estimates

2. WRCOG Funding Amount. WRCOG hereby agrees to distribute to AGENCY, on the terms and conditions set forth herein, a sum not to exceed **Seven Hundred Fifty Thousand dollars (\$750,000)**, to be used for reimbursing the AGENCY for eligible Project expenses as described in Section 3 herein (“Funding Amount”). The Parties acknowledge and agree that the Funding Amount may be less than the actual cost of the Project. Nevertheless, the Parties acknowledge and agree that WRCOG shall not be obligated to contribute TUMF Program Funds in excess of the maximum TUMF share identified in the TUMF Nexus Study (“Maximum TUMF Share”), as may be amended from time to time.

3. Project Costs Eligible for Advance/Reimbursement. The total Project costs (“Total Project Cost”) may include the following items, provided that such items are included in the scope of work attached hereto as Exhibit “A” (“Scope of Work”): (1) AGENCY and/or consultant costs associated with direct Project coordination and support; (2) funds expended in preparation of preliminary engineering studies; (3) funds expended for preparation of environmental review documentation for the Project; (4) all costs associated with right-of-way acquisition, including right-of-way engineering, appraisal, acquisition, legal costs for condemnation procedures if authorized by the AGENCY, and costs of reviewing appraisals and offers for property acquisition; (5) costs reasonably incurred if condemnation proceeds; (6) costs incurred in the preparation of plans, specifications, and estimates by AGENCY or consultants; (7) AGENCY costs associated with bidding, advertising and awarding of the Project contracts; (8) construction costs, including change orders to construction contract approved by the AGENCY; (9) construction management, field inspection and material testing costs; and (10) any AGENCY administrative cost to deliver the Project.

4. Ineligible Project Costs. The Total Project Cost shall not include the following items which shall be borne solely by the AGENCY without reimbursement: (1) any AGENCY administrative fees attributed to the reviewing and processing of the Project; and (2) expenses for items of work not included within the Scope of Work in Exhibit “A”.

5. Procedures for Distribution of TUMF Program Funds to AGENCY.

(a) Initial Payment by the AGENCY. The AGENCY shall be responsible for initial payment of all the Project costs as they are incurred. Following payment of such Project costs, the AGENCY shall submit invoices to WRCOG requesting reimbursement of eligible Project costs. Each invoice shall be accompanied by detailed contractor invoices, or other demands for payment addressed to the AGENCY, and documents evidencing the AGENCY’S payment of the invoices or demands for payment. Documents evidencing the AGENCY’S payment of the invoices shall be retained for three (3) years and shall be made available for review by WRCOG. The AGENCY shall submit invoices not more often than monthly and not less often than quarterly.

(b) Review and Reimbursement by WRCOG. Upon receipt of an invoice from the AGENCY, WRCOG may request additional documentation or explanation of the Project costs for which reimbursement is sought. Undisputed amounts shall be paid by WRCOG to the AGENCY within thirty (30) days. In the event that WRCOG disputes the eligibility of the AGENCY for reimbursement of all or a portion of an invoiced amount, the Parties shall meet and confer in an attempt to resolve the dispute. If the meet and confer process is unsuccessful in

resolving the dispute, the AGENCY may appeal WRCOG's decision as to the eligibility of one or more invoices to WRCOG's Executive Director. The WRCOG Executive Director shall provide his/her decision in writing. If the AGENCY disagrees with the Executive Director's decision, the AGENCY may appeal the decision of the Executive Director to the full WRCOG Executive Committee, provided the AGENCY submits its request for appeal to WRCOG within ten (10) days of the Executive Director's written decision. The decision of the WRCOG Executive Committee shall be final. Additional details concerning the procedure for the AGENCY's submittal of invoices to WRCOG and WRCOG's consideration and payment of submitted invoices are set forth in Exhibit "B", attached hereto.

(c) Funding Amount/Adjustment. If a post Project audit or review indicates that WRCOG has provided reimbursement to the AGENCY in an amount in excess of the Maximum TUMF Share of the Project, or has provided reimbursement of ineligible Project costs, the AGENCY shall reimburse WRCOG for the excess or ineligible payments within 30 days of notification by WRCOG.

6. Increases in Project Funding. The Funding Amount may, in WRCOG's sole discretion, be augmented with additional TUMF Program Funds if the TUMF Nexus Study is amended to increase the maximum eligible TUMF share for the Project. Any such increase in the Funding Amount must be approved in writing by WRCOG's Executive Director. In no case shall the amount of TUMF Program Funds allocated to the AGENCY exceed the then-current maximum eligible TUMF share for the Project. No such increased funding shall be expended to pay for any Project already completed. For purposes of this Agreement, the Project or any portion thereof shall be deemed complete upon its acceptance by WRCOG's Executive Director which shall be communicated to the AGENCY in writing.

7. No Funding for Temporary Improvements. Only segments or components of the construction that are intended to form part of or be integrated into the Project may be funded by TUMF Program Funds. No improvement which is temporary in nature, including but not limited to temporary roads, curbs, tapers or drainage facilities, shall be funded with TUMF Program Funds, except as needed for staged construction of the Project.

8. AGENCY's Funding Obligation to Complete the Project. In the event that the TUMF Program Funds allocated to the Project represent less than the total cost of the Project, the AGENCY shall provide such additional funds as may be required to complete the Project.

9. AGENCY's Obligation to Repay TUMF Program Funds to WRCOG. In the event that: (i) the AGENCY, for any reason, determines not to proceed with or complete the Project; or (ii) the Project is not timely completed, subject to any extension of time granted by WRCOG pursuant to the terms of this Agreement; the AGENCY agrees that any TUMF Program Funds that were distributed to the AGENCY for the Project shall be repaid in full to WRCOG. The Parties shall enter into good faith negotiations to establish a reasonable repayment schedule and repayment mechanism. **(Note: For Phase 1 – PA&ED agreements, delete this Repayment Section)**

10. Term/Notice of Completion. The term of this Agreement shall be from the date first herein above written until: (i) the date WRCOG formally accepts the Project as complete, pursuant to Section 6; (ii) termination of this Agreement pursuant to Section 15; or (iii) the AGENCY has fully satisfied its obligations under this Agreement. All applicable indemnification provisions of this Agreement shall remain in effect following the termination of this Agreement.

11. Representatives of the Parties. WRCOG's Executive Director, or his or her designee, shall serve as WRCOG's representative and shall have the authority to act on behalf of WRCOG for all purposes under this Agreement. The AGENCY hereby designates Frank Oviedo, City Manager, or his or her designee, as the AGENCY's representative to WRCOG. The AGENCY's representative shall have the authority to act on behalf of the AGENCY for all purposes under this Agreement and shall coordinate all activities of the Project under the AGENCY's responsibility. The AGENCY shall work closely and cooperate fully with WRCOG's representative and any other agencies which may have jurisdiction over or an interest in the Project.

12. Expenditure of Funds by AGENCY Prior to Execution of Agreement. Nothing in this Agreement shall be construed to prevent or preclude the AGENCY from expending funds on the Project prior to the execution of the Agreement, or from being reimbursed by WRCOG for such expenditures. However, the AGENCY understands and acknowledges that any expenditure of funds on the Project prior to the execution of the Agreement is made at the AGENCY's sole risk, and that some expenditures by the AGENCY may not be eligible for reimbursement under this Agreement.

13. Review of Services. The AGENCY shall allow WRCOG's Representative to inspect or review the progress of the Project at any reasonable time in order to determine whether the terms of this Agreement are being met.

14. Termination.

(a) Notice. Either WRCOG or AGENCY may, by written notice to the other party, terminate this Agreement, in whole or in part, in response to a material breach hereof by the other Party, by giving written notice to the other party of such termination and specifying the effective date thereof. The written notice shall provide a 30 day period to cure any alleged breach. During the 30 day cure period, the Parties shall discuss, in good faith, the manner in which the breach can be cured.

(b) Effect of Termination. In the event that the AGENCY terminates this Agreement, the AGENCY shall, within 180 days, repay to WRCOG any unexpended TUMF Program Funds provided to the AGENCY under this Agreement and shall complete any portion of segment of work for the Project for which TUMF Program Funds have been provided. In the event that WRCOG terminates this Agreement, WRCOG shall, within 90 days, distribute to the AGENCY TUMF Program Funds in an amount equal to the aggregate total of all unpaid invoices which have been received from the AGENCY regarding the Project at the time of the notice of termination; provided, however, that WRCOG shall be entitled to exercise its rights under Section 5(b), including but not limited to conducting a review of the invoices and

requesting additional information. Upon such termination, the AGENCY shall, within 180 days, complete any portion or segment of work for the Project for which TUMF Program Funds have been provided. This Agreement shall terminate upon receipt by the non-terminating Party of the amounts due to it hereunder and upon completion of the segment or portion of Project work for which TUMF Program Funds have been provided.

(c) Cumulative Remedies. The rights and remedies of the Parties provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.

15. Prevailing Wages. The AGENCY and any other person or entity hired to perform services on the Project are alerted to the requirements of California Labor Code Sections 1770 et seq., which would require the payment of prevailing wages were the services or any portion thereof determined to be a public work, as defined therein. The AGENCY shall ensure compliance with these prevailing wage requirements by any person or entity hired to perform the Project. The AGENCY shall defend, indemnify, and hold harmless WRCOG, its officers, employees, consultants, and agents from any claim or liability, including without limitation attorneys, fees, arising from its failure or alleged failure to comply with California Labor Code Sections 1770 et seq.

16. Progress Reports. WRCOG may request the AGENCY to provide WRCOG with progress reports concerning the status of the Project.

17. Indemnification.

(a) AGENCY Responsibilities. In addition to the indemnification required under Section 16, the AGENCY agrees to indemnify and hold harmless WRCOG, its officers, agents, consultants, and employees from any and all claims, demands, costs or liability arising from or connected with all activities governed by this Agreement including all design and construction activities, due to negligent acts, errors or omissions or willful misconduct of the AGENCY or its subcontractors. The AGENCY will reimburse WRCOG for any expenditures, including reasonable attorneys' fees, incurred by WRCOG, in defending against claims ultimately determined to be due to negligent acts, errors or omissions or willful misconduct of the AGENCY.

(b) WRCOG Responsibilities. WRCOG agrees to indemnify and hold harmless the AGENCY, its officers, agents, consultants, and employees from any and all claims, demands, costs or liability arising from or connected with all activities governed by this Agreement including all design and construction activities, due to negligent acts, errors or omissions or willful misconduct of WRCOG or its sub-consultants. WRCOG will reimburse the AGENCY for any expenditures, including reasonable attorneys' fees, incurred by the AGENCY, in defending against claims ultimately determined to be due to negligent acts, errors or omissions or willful misconduct of WRCOG.

(c) Effect of Acceptance. The AGENCY shall be responsible for the professional quality, technical accuracy and the coordination of any services provided to complete the Project. WRCOG's review, acceptance or funding of any services performed by

the AGENCY or any other person or entity under this Agreement shall not be construed to operate as a waiver of any rights WRCOG may hold under this Agreement or of any cause of action arising out of this Agreement. Further, the AGENCY shall be and remain liable to WRCOG, in accordance with applicable law, for all damages to WRCOG caused by the AGENCY's negligent performance of this Agreement or supervision of any services provided to complete the Project.

18. Insurance. The AGENCY shall require, at a minimum, all persons or entities hired to perform the Project to obtain, and require their subcontractors to obtain, insurance of the types and in the amounts described below and satisfactory to the AGENCY and WRCOG. Such insurance shall be maintained throughout the term of this Agreement, or until completion of the Project, whichever occurs last.

(a) Commercial General Liability Insurance. Occurrence version commercial general liability insurance or equivalent form with a combined single limit of not less than \$1,000,000.00 per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to the Project or be no less than two times the occurrence limit. Such insurance shall:

(i) Name WRCOG and AGENCY, and their respective officials, officers, employees, agents, and consultants as insured with respect to performance of the services on the Project and shall contain no special limitations on the scope of coverage or the protection afforded to these insured;

(ii) Be primary with respect to any insurance or self-insurance programs covering WRCOG and AGENCY, and/or their respective officials, officers, employees, agents, and consultants; and

(iii) Contain standard separation of insured provisions.

(b) Business Automobile Liability Insurance. Business automobile liability insurance or equivalent form with a combined single limit of not less than \$1,000,000.00 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.

(c) Professional Liability Insurance. Errors and omissions liability insurance with a limit of not less than \$1,000,000.00 Professional liability insurance shall only be required of design or engineering professionals.

(d) Workers' Compensation Insurance. Workers' compensation insurance with statutory limits and employers' liability insurance with limits of not less than \$1,000,000.00 each accident.

19. Project Amendments. Changes to the characteristics of the Project, including the deadline for Project completion, and any responsibilities of the AGENCY or WRCOG may be requested in writing by the AGENCY and are subject to the approval of WRCOG's Representative, which approval will not be unreasonably withheld, provided that extensions of

time for completion of the Project shall be approved in the sole discretion of WRCOG's Representative. Nothing in this Agreement shall be construed to require or allow completion of the Project without full compliance with the California Environmental Quality Act (Public Resources Code Section 21000 *et seq.*; "CEQA") and the National Environmental Policy Act of 1969 (42 USC 4231 *et seq.*), if applicable, but the necessity of compliance with CEQA and/or NEPA shall not justify, excuse, or permit a delay in completion of the Project.

20. Conflict of Interest. For the term of this Agreement, no member, officer or employee of the AGENCY or WRCOG, during the term of his or her service with the AGENCY or WRCOG, as the case may be, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

21. Limited Scope of Duties. WRCOG's and the AGENCY's duties and obligations under this Agreement are limited to those described herein. WRCOG has no obligation with respect to the safety of any Project performed at a job site. In addition, WRCOG shall not be liable for any action of AGENCY or its contractors relating to the condemnation of property undertaken by AGENCY or construction related to the Project.

22. Books and Records. Each party shall maintain complete, accurate, and clearly identifiable records with respect to costs incurred for the Project under this Agreement. They shall make available for examination by the other party, its authorized agents, officers or employees any and all ledgers and books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or related to the expenditures and disbursements charged to the other party pursuant to this disbursements charged to the other party pursuant to this Agreement. Further, each party shall furnish to the other party, its agents or employees such other evidence or information as they may require with respect to any such expense or disbursement charged by them. All such information shall be retained by the Parties for at least four (4) years following termination of this Agreement, and they shall have access to such information during the four-year period for the purposes of examination or audit.

23. Equal Opportunity Employment. The Parties represent that they are equal opportunity employers and they shall not discriminate against any employee or applicant of reemployment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

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

25. Attorneys' Fees. If either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and costs of suit.

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

27. Headings. Article and Section Headings, paragraph captions or marginal headings contained in this Agreement are for convenience only and shall have no effect in the construction or interpretation of any provision herein.

28. Public Acknowledgement. The AGENCY agrees that all public notices, news releases, information signs and other forms of communication shall indicate that the Project is being cooperatively funded by the AGENCY and WRCOG TUMF Program Funds.

29. No Joint Venture. This Agreement is for funding purposes only and nothing herein shall be construed to make WRCOG a party to the construction of the Project or to make it a partner or joint venture with the AGENCY for such purpose.

30. Compliance With the Law. The AGENCY shall comply with all applicable laws, rules and regulations governing the implementation of the Qualifying Project, including, where applicable, the rules and regulations pertaining to the participation of businesses owned or controlled by minorities and women promulgated by the Federal Highway Administration and the Federal Department of Transportation.

31. Notices. All notices hereunder and communications regarding interpretation of the terms of this Agreement or changes thereto shall be provided by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

If to AGENCY: City of Wildomar
 23873 Clinton Keith Road
 Wildomar, CA 92595
 Attention: Frank Oviedo
 Telephone: (951) 677-7751
 Facsimile: (951) 698-1463

If to WRCOG: Western Riverside Council of Governments
 Riverside County Administrative Center
 4080 Lemon Street, Third Floor
 Riverside, California 92501-3609
 Attention: Deputy Executive Director
 Telephone: (951) 955-7985
 Facsimile: (951) 787-7991

Any notice so given shall be considered served on the other party three (3) days after deposit in the U.S. mail, first class postage prepaid, return receipt requested, 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.

32. Integration: Amendment. This Agreement contains the entire agreement between the PARTIES. Any agreement or representation respecting matters addressed herein that are not expressly set forth in this Agreement is null and void. This Agreement may be amended only by mutual written agreement of the PARTIES.

33. Severability. If any term, provision, condition or covenant of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby.

34. Conflicting Provisions. In the event that provisions of any attached appendices or exhibits conflict in any way with the provisions set forth in this Agreement, the language, terms and conditions contained in this Agreement shall control the actions and obligations of the Parties and the interpretation of the Parties' understanding concerning the Agreement.

35. Independent Contractors. Any person or entities retained by the AGENCY or any contractor shall be retained on an independent contractor basis and shall not be employees of WRCOG. Any personnel performing services on the Project shall at all times be under the exclusive direction and control of the AGENCY or contractor, whichever is applicable. The AGENCY or contractor shall pay all wages, salaries and other amounts due such personnel in connection with their performance of services on the Project and as required by law. The AGENCY or consultant shall be responsible for all reports and obligations respecting such personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance and workers' compensation insurance.

36. Effective Date. This Agreement shall not be effective until executed by both Parties. The failure of one party to execute this Agreement within forty-five (45) days of the other party executing this Agreement shall render any execution of this Agreement ineffective.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives to be effective on the day and year first above-written.

WESTERN RIVERSIDE COUNCIL
OF GOVERNMENTS

CITY OF WILDOMAR

By: _____ Date: _____
Rick Bishop
Executive Director

By: _____ Date: _____
Frank Oviedo
City Manager

Approved to Form:

Attest:

By: _____ Date: _____
Steven C. DeBaun
General Counsel

By: _____ Date: _____
Debbie A. Lee
City Clerk

Approve to Form:

By: _____ Date: _____
Julie Briggs
Thomas D. Jex
City Attorney

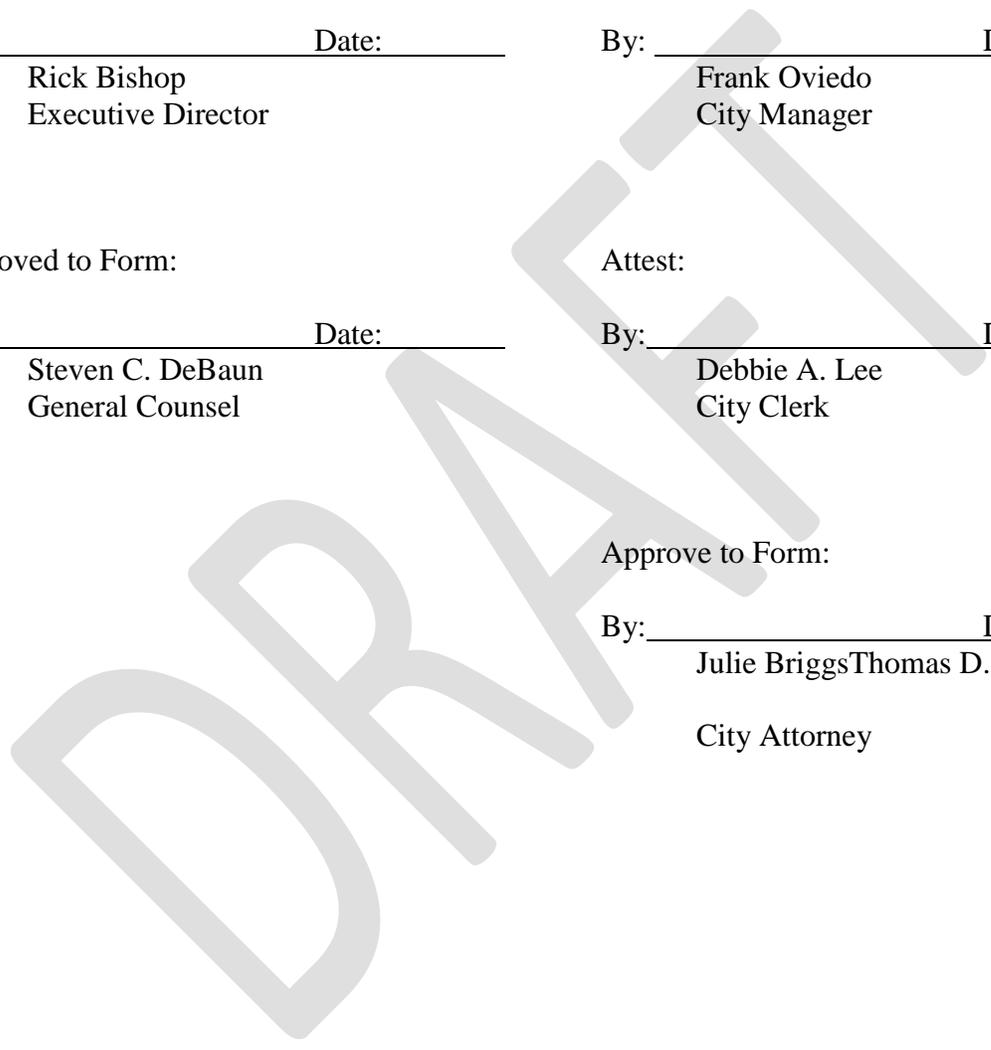
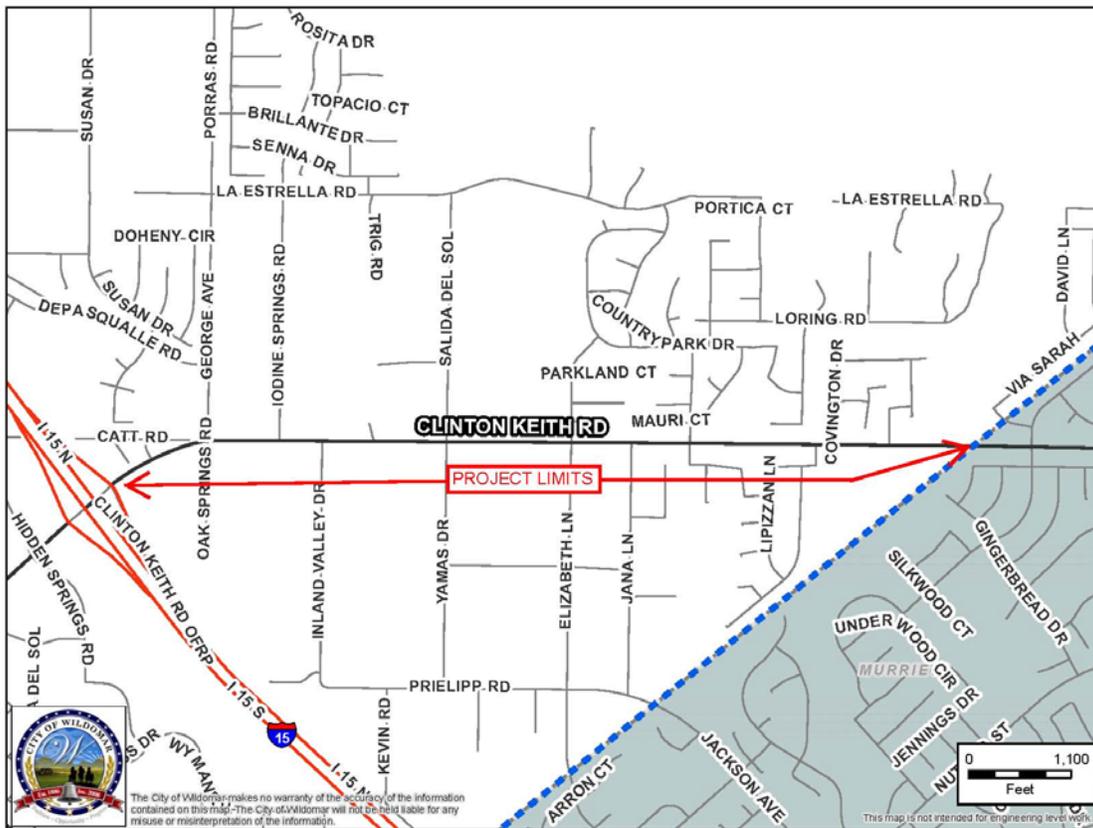


EXHIBIT "A"**SCOPE OF WORK**

SCOPE OF WORK: Clinton Keith Road Widening includes widening of Clinton Keith Road from I-15 to west of Copper Craft. The City of Wildomar General Plan indicates that Clinton Keith Road is planned to be a six lane roadway. This project will widen Clinton Keith Road to four lanes plus a center left turn lane from I-15 to the Wildomar and Murrieta City limit near Copper Craft. The project includes turn lanes and traffic signals at major intersections. The project will acquire the right of necessary for the General Plan width of six lanes.



A detailed scope of work for the current project phases is as follows:

Project Approval/ Environmental Document (PA&ED):

Project approval and environmental document has been completed.

Plans, Specifications, and Estimates(PS&E):

Prepare staff report for project approval by City Council of the City of Wildomar. Develop topographic maps from aerial photogrammetry and ground surveys. Locate existing utilities and coordinate preparation of relocation/protection plans with utility companies. Conduct subsurface geotechnical investigations and analysis. Perform hydrology/hydraulic studies and traffic analyses. Design and prepare the construction Plans, Specifications, and Estimate.

EXHIBIT A-1
ESTIMATE OF COST

The funding sources of the Clinton Keith Road Widening Project are as follows:

Phase	Local Agency	Development Impact Fees	State/Federal/Regional	TUMF Zone	TUMF Regional	Total
PA&ED						
PS&E				\$750,000		\$750,000
Total				\$750,000		\$750,000

EXHIBIT A-2

PROJECT SCHEDULE

- **Project Approval/Environmental Documents (PA&ED) Phase:** Project approval and environmental documents have been completed.
 - 1)
- **Plans, Specifications, and Estimate:** Preliminary engineering has not been initiated. Estimated start date: October 2012. Estimate completion date: January 2014.

DRAFT

Elements of Compensation

EXHIBIT "B"

PROCEDURES FOR SUBMITTAL, CONSIDERATION AND PAYMENT OF INVOICES

1. For professional services, WRCOG recommends that the AGENCY incorporate this Exhibit "B-1" into its contracts with any subcontractors to establish a standard method for preparation of invoices by contractors to the AGENCY and ultimately to WRCOG for reimbursement of AGENCY contractor costs.
2. Each month the AGENCY shall submit an invoice for eligible Project costs incurred during the preceding month. The original invoice shall be submitted to WRCOG's Executive Director with a copy to WRCOG's Project Coordinator. Each invoice shall be accompanied by a cover letter in a format substantially similar to that of Exhibit "B-2".
3. For jurisdictions with large construction projects (with the total construction cost exceeding \$10 million) under construction at the same time, may with the approval of WRCOG submit invoices to WRCOG for payment at the same time they are received by the jurisdiction. WRCOG must receive the invoice by the 5th day of the month in order to process the invoice within 30 days. WRCOG will retain 10% of the invoice until all costs have been verified as eligible and will release the balance at regular intervals not more than quarterly and not less than semi-annually. If there is a discrepancy or ineligible costs that exceed 10% of the previous invoice WRCOG will deduct that amount from the next payment.
4. Each invoice shall include documentation from each contractor used by the AGENCY for the Project, listing labor costs, subcontractor costs, and other expenses. Each invoice shall also include a monthly progress report and spreadsheets showing the hours or amounts expended by each contractor or subcontractor for the month and for the entire Project to date. Samples of acceptable task level documentation and progress reports are attached as Exhibits "B-4" and "B-5". All documentation from the Agency's contractors should be accompanied by a cover letter in a format substantially similar to that of Exhibit "B-3".
5. If the AGENCY is seeking reimbursement for direct expenses incurred by AGENCY staff for eligible Project costs, the AGENCY shall provide the same level of information for its labor and any expenses as required of its contractors pursuant to Exhibit "B" and its attachments.
6. Charges for each task and milestone listed in Exhibit "A" shall be listed separately in the invoice.
7. Each invoice shall include a certification signed by the AGENCY Representative or his or her designee which reads as follows:

“I hereby certify that the hours and salary rates submitted for reimbursement in this invoice are the actual hours and rates worked and paid to the contractors or subcontractors listed.

Signed _____

Title _____

Date _____

Invoice No. _____

8. WRCOG will pay the AGENCY within 30 days after receipt by WRCOG of an invoice. If WRCOG disputes any portion of an invoice, payment for that portion will be withheld, without interest, pending resolution of the dispute, but the uncontested balance will be paid.
9. The final payment under this Agreement will be made only after: (I) the AGENCY has obtained a Release and Certificate of Final Payment from each contractor or subcontractor used on the Project; (ii) the AGENCY has executed a Release and Certificate of Final Payment; and (iii) the AGENCY has provided copies of each such Release to WRCOG.

**EXHIBIT “B-1”
[Sample for Professional Services]**

For the satisfactory performance and completion of the Services under this Agreement, Agency will pay the Contractor compensation as set forth herein. The total compensation for this service shall not exceed (____INSERT WRITTEN DOLLAR AMOUNT____) (\$__INSERT NUMERICAL DOLLAR AMOUNT__) without written approval of Agency’s City Manager [or applicable position] (“Total Compensation”).

1. ELEMENTS OF COMPENSATION.

Compensation for the Services will be comprised of the following elements: 1.1 Direct Labor Costs; 1.2 Fixed Fee; and 1.3 Additional Direct Costs.

1.1 DIRECT LABOR COSTS.

Direct Labor costs shall be paid in an amount equal to the product of the Direct Salary Costs and the Multiplier which are defined as follows:

1.1.1 DIRECT SALARY COSTS

Direct Salary Costs are the base salaries and wages actually paid to the Contractor's personnel directly engaged in performance of the Services under the Agreement. (The range of hourly rates paid to the Contractor's personnel appears in Section 2 below.)

1.1.2 MULTIPLIER

The Multiplier to be applied to the Direct Salary Costs to determine the Direct Labor Costs is _____, and is the sum of the following components:

1.1.2.1 Direct Salary Costs _____

1.1.2.2 Payroll Additives _____

The Decimal Ratio of Payroll Additives to Direct Salary Costs. Payroll Additives include all employee benefits, allowances for vacation, sick leave, and holidays, and company portion of employee insurance and social and retirement benefits, all federal and state payroll taxes, premiums for insurance which are measured by payroll costs, and other contributions and benefits imposed by applicable laws and regulations.

1.1.2.3 Overhead Costs _____

The Decimal Ratio of Allowable Overhead Costs to the Contractor Firm's Total Direct Salary Costs. Allowable Overhead Costs include general, administrative and overhead costs of maintaining and operating established offices, and consistent with established firm policies, and as defined in the Federal Acquisitions Regulations, Part 31.2.

Total Multiplier _____
 (sum of 1.1.2.1, 1.1.2.2, and 1.1.2.3)

1.2 FIXED FEE.

1.2.1 The fixed fee is \$_____.

1.2.2 A pro-rata share of the Fixed Fee shall be applied to the total Direct Labor Costs expended for services each month, and shall be included on each monthly invoice.

1.3 ADDITIONAL DIRECT COSTS.

Additional Direct Costs directly identifiable to the performance of the services of this Agreement shall be reimbursed at the rates below, or at actual invoiced cost.

Rates for identified Additional Direct Costs are as follows:

<u>ITEM</u>	<u>REIMBURSEMENT RATE</u>
	<i>[__insert charges__]</i>
Per Diem	\$ /day
Car mileage	\$ /mile
Travel	\$ /trip
Computer Charges	\$ /hour
Photocopies	\$ /copy
Blueline	\$ /sheet
LD Telephone	\$ /call
Fax	\$ /sheet
Photographs	\$ /sheet

Travel by air and travel in excess of 100 miles from the Contractor's office nearest to Agency's office must have Agency's prior written approval to be reimbursed under this Agreement.

2. DIRECT SALARY RATES

Direct Salary Rates, which are the range of hourly rates to be used in determining Direct Salary Costs in Section 1.1.1 above, are given below and are subject to the following:

- 2.1 Direct Salary Rates shall be applicable to both straight time and overtime work, unless payment of a premium for overtime work is required by law, regulation or craft agreement, or is otherwise specified in this Agreement. In such event, the premium portion of Direct Salary Costs will not be subject to the Multiplier defined in Paragraph 1.1.2 above.
- 2.2 Direct Salary Rates shown herein are in effect for one year following the effective date of the Agreement. Thereafter, they may be adjusted annually to reflect the Contractor's adjustments to individual compensation. The Contractor shall notify Agency in writing prior to a change in the range of rates included herein, and prior to each subsequent change.

POSITION OR CLASSIFICATION RANGE OF HOURLY RATES

[sample]

Principal	\$.00 - \$.00/hour
Project Manager	\$.00 - \$.00/hour
Sr. Engineer/Planner	\$.00 - \$.00/hour
Project Engineer/Planner	\$.00 - \$.00/hour
Assoc. Engineer/Planner	\$.00 - \$.00/hour
Technician	\$.00 - \$.00/hour
Drafter/CADD Operator	\$.00 - \$.00/hour
Word Processor	\$.00 - \$.00/hour

- 2.3 The above rates are for the Contractor only. All rates for subcontractors to the Contractor will be in accordance with the Contractor's cost proposal.

3. INVOICING.

- 3.1 Each month the Contractor shall submit an invoice for Services performed during the preceding month. The original invoice shall be submitted to Agency's Executive Director with two (2) copies to Agency's Project Coordinator.
- 3.2 Charges shall be billed in accordance with the terms and rates included herein, unless otherwise agreed in writing by Agency's Representative.
- 3.3 Base Work and Extra Work shall be charged separately, and the charges for each task and Milestone listed in the Scope of Services, shall be listed separately. The charges for each individual assigned by the Contractor under this Agreement shall be listed separately on an attachment to the invoice.

- 3.4 A charge of \$500 or more for any one item of Additional Direct Costs shall be accompanied by substantiating documentation satisfactory to Agency such as invoices, telephone logs, etc.
- 3.5 Each copy of each invoice shall be accompanied by a Monthly Progress Report and spreadsheets showing hours expended by task for each month and total project to date.
- 3.6 If applicable, each invoice shall indicate payments to DBE subcontractors or supplies by dollar amount and as a percentage of the total invoice.
- 3.7 Each invoice shall include a certification signed by the Contractor's Representative or an officer of the firm which reads as follows:

I hereby certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the employees listed.

Signed _____
Title _____
Date _____
Invoice No. _____

4. PAYMENT

- 4.1 Agency shall pay the Contractor within four to six weeks after receipt by Agency of an original invoice. Should Agency contest any portion of an invoice, that portion shall be held for resolution, without interest, but the uncontested balance shall be paid.
- 4.2 The final payment for Services under this Agreement will be made only after the Contractor has executed a Release and Certificate of Final Payment.

EXHIBIT B-2
Sample Cover Letter to WRCOG

Date
Western Riverside Council of Governments
Riverside County Administrative Center
4080 Lemon Street, Third Floor
Riverside, California 92501-3679
Attention: Deputy Executive Director
ATTN: Accounts Payable

Re: Project Title - Invoice #__

Enclosed for your review and payment approval is the AGENCY’s invoice for professional and technical services that was rendered by our contractors in connection with the 2002 Measure “A” Local Streets and Roads Funding per Agreement No. _____ effective (Month/Day/Year) . The required support documentation received from each contractor is included as backup to the invoice.

Invoice period covered is from Month/Date/Year to Month/Date/Year .

Total Authorized Agreement Amount:	\$0,000,000.00
Total Invoiced to Date:	\$0,000,000.00
Total Previously Invoiced:	\$0,000,000.00
Balance Remaining:	\$0,000,000.00

Amount due this Invoice:	\$0,000,000.00
	=====

I certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the contractors listed.

By: _____
Name
Title

cc:

EXHIBIT B-3
Sample Letter from Contractor to AGENCY

Month/Date/Year

Western Riverside Council of Governments
Riverside County Administrative Center
4080 Lemon Street, Third Floor
Riverside, California 92501-3679
Attention: Deputy Executive Director
Attn: Accounts Payable

Invoice # _____

For **[type of services]** rendered by **[contractor name]** in connection with **[name of project]**
This is per agreement No. XX-XX-XXX effective Month/Date/Year.

Invoice period covered is from Month/Date/Year to Month/Date/Year.

Total Base Contract Amount:	\$000,000.00
Authorized Extra Work (if Applicable)	\$000,000.00

TOTAL AUTHORIZED CONTRACT AMOUNT:	\$000,000.00
Total Invoice to Date:	\$000,000.00
Total Previously Billed:	\$000,000.00
Balance Remaining:	\$000,000.00
Amount Due this Invoice:	\$000,000.00
	=====

I certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the employees listed,

By: _____
Name
Title

**EXHIBIT B-4
SAMPLE TASK SUMMARY SCHEDULE
(OPTIONAL)**

EXHIBIT B-5
Sample Progress Report

REPORTING PERIOD: Month/Date/Year to Month/Date/Year
PROGRESS REPORT: #1

A. Activities and Work Completed during Current Work Periods

TASK 01 – 100% PS&E SUBMITTAL

1. Responded to Segment 1 comments from Department of Transportation
2. Completed and submitted Segment 1 final PS&E

B. Current/Potential Problems Encountered & Corrective Action

Problems	Corrective Action
None	None

C. Work Planned Next Period

TASK 01 – 100% PS&E SUBMITTAL

1. Completing and to submit Traffic Signal and Electrical Design plans
2. Responding to review comments

TRANSPORTATION UNIFORM MITIGATION FEE PROGRAM

AGREEMENT TO REIMBURSE TUMF FUNDS

THIS REIMBURSEMENT AGREEMENT (“Agreement”) is entered into as of this day of ____, 20__, by and between the Western Riverside Council of Governments (“WRCOG”), a California joint powers authority and City of Wildomar, a California municipal corporation, (“Agency”). WRCOG and Agency are sometimes hereinafter referred to individually as “Party” and collectively as “Parties”.

RECITALS

A. WRCOG is the Administrator of the Transportation Uniform Mitigation Fee Program of Western Riverside County (“TUMF Program”).

B. WRCOG has identified and designated certain transportation improvement projects throughout Western Riverside County as projects of regional importance (“Qualifying Projects” or “Projects”). The Qualifying Projects are more specifically described in that certain WRCOG study titled “TUMF Nexus Study”, as may be amended from time to time. Qualifying Projects can have Regional or Zonal significance as further described in the TUMF Nexus Study.

C. The TUMF Program is funded by TUMF fees paid by new development in Western Riverside County (collectively, “TUMF Program Funds”). TUMF Program Funds are held in trust by WRCOG for the purpose of funding the Qualifying Projects.

D. The AGENCY proposes to implement a Qualifying Project, and it is the purpose of this Agreement to identify the project and to set forth the terms and conditions by which WRCOG will release TUMF Program Funds.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and subject to the conditions contained herein, the Parties hereby agree as follows:

1. Description of the Qualifying Project. This Agreement is intended to distribute TUMF Program Funds to the AGENCY for **Palomar Street Widening from Mission Trail to Jefferson**, (the “Project”), a Qualifying Project. The Work, including a timetable and a detailed scope of work, is more fully described in Exhibit A attached hereto and, pursuant to Section 20 below, is subject to modification as requested by the jurisdiction and approved by WRCOG. The work shall be consistent with one or more of the defined WRCOG Call for Projects phases detailed herein as follows:

1) PA&ED – Project Approvals & Environmental Document

2. WRCOG Funding Amount. WRCOG hereby agrees to distribute to AGENCY, on the terms and conditions set forth herein, a sum not to exceed **Ninety-five Thousand Six Hundred Eighty dollars (\$95,680)**, to be used for reimbursing the AGENCY for eligible Project expenses as described in Section 3 herein (“Funding Amount”). The Parties acknowledge and agree that the Funding Amount may be less than the actual cost of the Project. Nevertheless, the Parties acknowledge and agree that WRCOG shall not be obligated to contribute TUMF Program Funds in excess of the maximum TUMF share identified in the TUMF Nexus Study (“Maximum TUMF Share”), as may be amended from time to time.

3. Project Costs Eligible for Advance/Reimbursement. The total Project costs (“Total Project Cost”) may include the following items, provided that such items are included in the scope of work attached hereto as Exhibit “A” (“Scope of Work”): (1) AGENCY and/or consultant costs associated with direct Project coordination and support; (2) funds expended in preparation of preliminary engineering studies; (3) funds expended for preparation of environmental review documentation for the Project; (4) all costs associated with right-of-way acquisition, including right-of-way engineering, appraisal, acquisition, legal costs for condemnation procedures if authorized by the AGENCY, and costs of reviewing appraisals and offers for property acquisition; (5) costs reasonably incurred if condemnation proceeds; (6) costs incurred in the preparation of plans, specifications, and estimates by AGENCY or consultants; (7) AGENCY costs associated with bidding, advertising and awarding of the Project contracts; (8) construction costs, including change orders to construction contract approved by the AGENCY; (9) construction management, field inspection and material testing costs; and (10) any AGENCY administrative cost to deliver the Project.

4. Ineligible Project Costs. The Total Project Cost shall not include the following items which shall be borne solely by the AGENCY without reimbursement: (1) any AGENCY administrative fees attributed to the reviewing and processing of the Project; and (2) expenses for items of work not included within the Scope of Work in Exhibit “A”.

5. Procedures for Distribution of TUMF Program Funds to AGENCY.

(a) Initial Payment by the AGENCY. The AGENCY shall be responsible for initial payment of all the Project costs as they are incurred. Following payment of such Project costs, the AGENCY shall submit invoices to WRCOG requesting reimbursement of eligible Project costs. Each invoice shall be accompanied by detailed contractor invoices, or other demands for payment addressed to the AGENCY, and documents evidencing the AGENCY’S payment of the invoices or demands for payment. Documents evidencing the AGENCY’S payment of the invoices shall be retained for three (3) years and shall be made available for review by WRCOG. The AGENCY shall submit invoices not more often than monthly and not less often than quarterly.

(b) Review and Reimbursement by WRCOG. Upon receipt of an invoice from the AGENCY, WRCOG may request additional documentation or explanation of the Project costs for which reimbursement is sought. Undisputed amounts shall be paid by WRCOG to the AGENCY within thirty (30) days. In the event that WRCOG disputes the eligibility of the AGENCY for reimbursement of all or a portion of an invoiced amount, the Parties shall meet and confer in an attempt to resolve the dispute. If the meet and confer process is unsuccessful in

resolving the dispute, the AGENCY may appeal WRCOG's decision as to the eligibility of one or more invoices to WRCOG's Executive Director. The WRCOG Executive Director shall provide his/her decision in writing. If the AGENCY disagrees with the Executive Director's decision, the AGENCY may appeal the decision of the Executive Director to the full WRCOG Executive Committee, provided the AGENCY submits its request for appeal to WRCOG within ten (10) days of the Executive Director's written decision. The decision of the WRCOG Executive Committee shall be final. Additional details concerning the procedure for the AGENCY's submittal of invoices to WRCOG and WRCOG's consideration and payment of submitted invoices are set forth in Exhibit "B", attached hereto.

(c) Funding Amount/Adjustment. If a post Project audit or review indicates that WRCOG has provided reimbursement to the AGENCY in an amount in excess of the Maximum TUMF Share of the Project, or has provided reimbursement of ineligible Project costs, the AGENCY shall reimburse WRCOG for the excess or ineligible payments within 30 days of notification by WRCOG.

6. Increases in Project Funding. The Funding Amount may, in WRCOG's sole discretion, be augmented with additional TUMF Program Funds if the TUMF Nexus Study is amended to increase the maximum eligible TUMF share for the Project. Any such increase in the Funding Amount must be approved in writing by WRCOG's Executive Director. In no case shall the amount of TUMF Program Funds allocated to the AGENCY exceed the then-current maximum eligible TUMF share for the Project. No such increased funding shall be expended to pay for any Project already completed. For purposes of this Agreement, the Project or any portion thereof shall be deemed complete upon its acceptance by WRCOG's Executive Director which shall be communicated to the AGENCY in writing.

7. No Funding for Temporary Improvements. Only segments or components of the construction that are intended to form part of or be integrated into the Project may be funded by TUMF Program Funds. No improvement which is temporary in nature, including but not limited to temporary roads, curbs, tapers or drainage facilities, shall be funded with TUMF Program Funds, except as needed for staged construction of the Project.

8. AGENCY's Funding Obligation to Complete the Project. In the event that the TUMF Program Funds allocated to the Project represent less than the total cost of the Project, the AGENCY shall provide such additional funds as may be required to complete the Project.

9. AGENCY's Obligation to Repay TUMF Program Funds to WRCOG. In the event that: (i) the AGENCY, for any reason, determines not to proceed with or complete the Project; or (ii) the Project is not timely completed, subject to any extension of time granted by WRCOG pursuant to the terms of this Agreement; the AGENCY agrees that any TUMF Program Funds that were distributed to the AGENCY for the Project shall be repaid in full to WRCOG. The Parties shall enter into good faith negotiations to establish a reasonable repayment schedule and repayment mechanism. **(Note: For Phase 1 – PA&ED agreements, delete this Repayment Section) THIS SECTION INTENTIONALLY LEFT BLANK.**

10. Term/Notice of Completion. The term of this Agreement shall be from the date first herein above written until: (i) the date WRCOG formally accepts the Project as complete, pursuant to Section 6; (ii) termination of this Agreement pursuant to Section 15; or (iii) the AGENCY has fully satisfied its obligations under this Agreement. All applicable indemnification provisions of this Agreement shall remain in effect following the termination of this Agreement.

11. Representatives of the Parties. WRCOG's Executive Director, or his or her designee, shall serve as WRCOG's representative and shall have the authority to act on behalf of WRCOG for all purposes under this Agreement. The AGENCY hereby designates Frank Oviedo, City Manager, or his or her designee, as the AGENCY's representative to WRCOG. The AGENCY's representative shall have the authority to act on behalf of the AGENCY for all purposes under this Agreement and shall coordinate all activities of the Project under the AGENCY's responsibility. The AGENCY shall work closely and cooperate fully with WRCOG's representative and any other agencies which may have jurisdiction over or an interest in the Project.

12. Expenditure of Funds by AGENCY Prior to Execution of Agreement. Nothing in this Agreement shall be construed to prevent or preclude the AGENCY from expending funds on the Project prior to the execution of the Agreement, or from being reimbursed by WRCOG for such expenditures. However, the AGENCY understands and acknowledges that any expenditure of funds on the Project prior to the execution of the Agreement is made at the AGENCY's sole risk, and that some expenditures by the AGENCY may not be eligible for reimbursement under this Agreement.

13. Review of Services. The AGENCY shall allow WRCOG's Representative to inspect or review the progress of the Project at any reasonable time in order to determine whether the terms of this Agreement are being met.

14. Termination.

(a) Notice. Either WRCOG or AGENCY may, by written notice to the other party, terminate this Agreement, in whole or in part, in response to a material breach hereof by the other Party, by giving written notice to the other party of such termination and specifying the effective date thereof. The written notice shall provide a 30 day period to cure any alleged breach. During the 30 day cure period, the Parties shall discuss, in good faith, the manner in which the breach can be cured.

(b) Effect of Termination. In the event that the AGENCY terminates this Agreement, the AGENCY shall, within 180 days, repay to WRCOG any unexpended TUMF Program Funds provided to the AGENCY under this Agreement and shall complete any portion of segment of work for the Project for which TUMF Program Funds have been provided. In the event that WRCOG terminates this Agreement, WRCOG shall, within 90 days, distribute to the AGENCY TUMF Program Funds in an amount equal to the aggregate total of all unpaid invoices which have been received from the AGENCY regarding the Project at the time of the notice of termination; provided, however, that WRCOG shall be entitled to exercise its rights under Section 5(b), including but not limited to conducting a review of the invoices and

requesting additional information. Upon such termination, the AGENCY shall, within 180 days, complete any portion or segment of work for the Project for which TUMF Program Funds have been provided. This Agreement shall terminate upon receipt by the non-terminating Party of the amounts due to it hereunder and upon completion of the segment or portion of Project work for which TUMF Program Funds have been provided.

(c) Cumulative Remedies. The rights and remedies of the Parties provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.

15. Prevailing Wages. The AGENCY and any other person or entity hired to perform services on the Project are alerted to the requirements of California Labor Code Sections 1770 et seq., which would require the payment of prevailing wages were the services or any portion thereof determined to be a public work, as defined therein. The AGENCY shall ensure compliance with these prevailing wage requirements by any person or entity hired to perform the Project. The AGENCY shall defend, indemnify, and hold harmless WRCOG, its officers, employees, consultants, and agents from any claim or liability, including without limitation attorneys, fees, arising from its failure or alleged failure to comply with California Labor Code Sections 1770 et seq.

16. Progress Reports. WRCOG may request the AGENCY to provide WRCOG with progress reports concerning the status of the Project.

17. Indemnification.

(a) AGENCY Responsibilities. In addition to the indemnification required under Section 16, the AGENCY agrees to indemnify and hold harmless WRCOG, its officers, agents, consultants, and employees from any and all claims, demands, costs or liability arising from or connected with all activities governed by this Agreement including all design and construction activities, due to negligent acts, errors or omissions or willful misconduct of the AGENCY or its subcontractors. The AGENCY will reimburse WRCOG for any expenditures, including reasonable attorneys' fees, incurred by WRCOG, in defending against claims ultimately determined to be due to negligent acts, errors or omissions or willful misconduct of the AGENCY.

(b) WRCOG Responsibilities. WRCOG agrees to indemnify and hold harmless the AGENCY, its officers, agents, consultants, and employees from any and all claims, demands, costs or liability arising from or connected with all activities governed by this Agreement including all design and construction activities, due to negligent acts, errors or omissions or willful misconduct of WRCOG or its sub-consultants. WRCOG will reimburse the AGENCY for any expenditures, including reasonable attorneys' fees, incurred by the AGENCY, in defending against claims ultimately determined to be due to negligent acts, errors or omissions or willful misconduct of WRCOG.

(c) Effect of Acceptance. The AGENCY shall be responsible for the professional quality, technical accuracy and the coordination of any services provided to complete the Project. WRCOG's review, acceptance or funding of any services performed by

the AGENCY or any other person or entity under this Agreement shall not be construed to operate as a waiver of any rights WRCOG may hold under this Agreement or of any cause of action arising out of this Agreement. Further, the AGENCY shall be and remain liable to WRCOG, in accordance with applicable law, for all damages to WRCOG caused by the AGENCY's negligent performance of this Agreement or supervision of any services provided to complete the Project.

18. Insurance. The AGENCY shall require, at a minimum, all persons or entities hired to perform the Project to obtain, and require their subcontractors to obtain, insurance of the types and in the amounts described below and satisfactory to the AGENCY and WRCOG. Such insurance shall be maintained throughout the term of this Agreement, or until completion of the Project, whichever occurs last.

(a) Commercial General Liability Insurance. Occurrence version commercial general liability insurance or equivalent form with a combined single limit of not less than \$1,000,000.00 per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to the Project or be no less than two times the occurrence limit. Such insurance shall:

(i) Name WRCOG and AGENCY, and their respective officials, officers, employees, agents, and consultants as insured with respect to performance of the services on the Project and shall contain no special limitations on the scope of coverage or the protection afforded to these insured;

(ii) Be primary with respect to any insurance or self-insurance programs covering WRCOG and AGENCY, and/or their respective officials, officers, employees, agents, and consultants; and

(iii) Contain standard separation of insured provisions.

(b) Business Automobile Liability Insurance. Business automobile liability insurance or equivalent form with a combined single limit of not less than \$1,000,000.00 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.

(c) Professional Liability Insurance. Errors and omissions liability insurance with a limit of not less than \$1,000,000.00 Professional liability insurance shall only be required of design or engineering professionals.

(d) Workers' Compensation Insurance. Workers' compensation insurance with statutory limits and employers' liability insurance with limits of not less than \$1,000,000.00 each accident.

19. Project Amendments. Changes to the characteristics of the Project, including the deadline for Project completion, and any responsibilities of the AGENCY or WRCOG may be requested in writing by the AGENCY and are subject to the approval of WRCOG's Representative, which approval will not be unreasonably withheld, provided that extensions of

time for completion of the Project shall be approved in the sole discretion of WRCOG's Representative. Nothing in this Agreement shall be construed to require or allow completion of the Project without full compliance with the California Environmental Quality Act (Public Resources Code Section 21000 *et seq.*; "CEQA") and the National Environmental Policy Act of 1969 (42 USC 4231 *et seq.*), if applicable, but the necessity of compliance with CEQA and/or NEPA shall not justify, excuse, or permit a delay in completion of the Project.

20. Conflict of Interest. For the term of this Agreement, no member, officer or employee of the AGENCY or WRCOG, during the term of his or her service with the AGENCY or WRCOG, as the case may be, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

21. Limited Scope of Duties. WRCOG's and the AGENCY's duties and obligations under this Agreement are limited to those described herein. WRCOG has no obligation with respect to the safety of any Project performed at a job site. In addition, WRCOG shall not be liable for any action of AGENCY or its contractors relating to the condemnation of property undertaken by AGENCY or construction related to the Project.

22. Books and Records. Each party shall maintain complete, accurate, and clearly identifiable records with respect to costs incurred for the Project under this Agreement. They shall make available for examination by the other party, its authorized agents, officers or employees any and all ledgers and books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or related to the expenditures and disbursements charged to the other party pursuant to this disbursements charged to the other party pursuant to this Agreement. Further, each party shall furnish to the other party, its agents or employees such other evidence or information as they may require with respect to any such expense or disbursement charged by them. All such information shall be retained by the Parties for at least four (4) years following termination of this Agreement, and they shall have access to such information during the four-year period for the purposes of examination or audit.

23. Equal Opportunity Employment. The Parties represent that they are equal opportunity employers and they shall not discriminate against any employee or applicant of reemployment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

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

25. Attorneys' Fees. If either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and costs of suit.

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

27. Headings. Article and Section Headings, paragraph captions or marginal headings contained in this Agreement are for convenience only and shall have no effect in the construction or interpretation of any provision herein.

28. Public Acknowledgement. The AGENCY agrees that all public notices, news releases, information signs and other forms of communication shall indicate that the Project is being cooperatively funded by the AGENCY and WRCOG TUMF Program Funds.

29. No Joint Venture. This Agreement is for funding purposes only and nothing herein shall be construed to make WRCOG a party to the construction of the Project or to make it a partner or joint venture with the AGENCY for such purpose.

30. Compliance With the Law. The AGENCY shall comply with all applicable laws, rules and regulations governing the implementation of the Qualifying Project, including, where applicable, the rules and regulations pertaining to the participation of businesses owned or controlled by minorities and women promulgated by the Federal Highway Administration and the Federal Department of Transportation.

31. Notices. All notices hereunder and communications regarding interpretation of the terms of this Agreement or changes thereto shall be provided by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

If to AGENCY: City of Wildomar
 23873 Clinton Keith Road
 Wildomar, CA 92595
 Attention: Frank Oviedo
 Telephone: (951) 677-7751
 Facsimile: (951) 698-1463

If to WRCOG: Western Riverside Council of Governments
 Riverside County Administrative Center
 4080 Lemon Street, Third Floor
 Riverside, California 92501-3609
 Attention: Deputy Executive Director
 Telephone: (951) 955-7985
 Facsimile: (951) 787-7991

Any notice so given shall be considered served on the other party three (3) days after deposit in the U.S. mail, first class postage prepaid, return receipt requested, 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.

32. Integration: Amendment. This Agreement contains the entire agreement between the PARTIES. Any agreement or representation respecting matters addressed herein that are not expressly set forth in this Agreement is null and void. This Agreement may be amended only by mutual written agreement of the PARTIES.

33. Severability. If any term, provision, condition or covenant of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby.

34. Conflicting Provisions. In the event that provisions of any attached appendices or exhibits conflict in any way with the provisions set forth in this Agreement, the language, terms and conditions contained in this Agreement shall control the actions and obligations of the Parties and the interpretation of the Parties' understanding concerning the Agreement.

35. Independent Contractors. Any person or entities retained by the AGENCY or any contractor shall be retained on an independent contractor basis and shall not be employees of WRCOG. Any personnel performing services on the Project shall at all times be under the exclusive direction and control of the AGENCY or contractor, whichever is applicable. The AGENCY or contractor shall pay all wages, salaries and other amounts due such personnel in connection with their performance of services on the Project and as required by law. The AGENCY or consultant shall be responsible for all reports and obligations respecting such personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance and workers' compensation insurance.

36. Effective Date. This Agreement shall not be effective until executed by both Parties. The failure of one party to execute this Agreement within forty-five (45) days of the other party executing this Agreement shall render any execution of this Agreement ineffective.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives to be effective on the day and year first above-written.

WESTERN RIVERSIDE COUNCIL
OF GOVERNMENTS

CITY OF WILDOMAR

By: _____ Date: _____
Rick Bishop
Executive Director

By: _____ Date: _____
Frank Oviedo
City Manager

Approved to Form:

Attest:

By: _____ Date: _____
Steven C. DeBaun
General Counsel

By: _____ Date: _____
Debbie A. Lee
City Clerk

Approve to Form:

By: _____ Date: _____
Julie Briggs
Thomas D. Jex
City Attorney

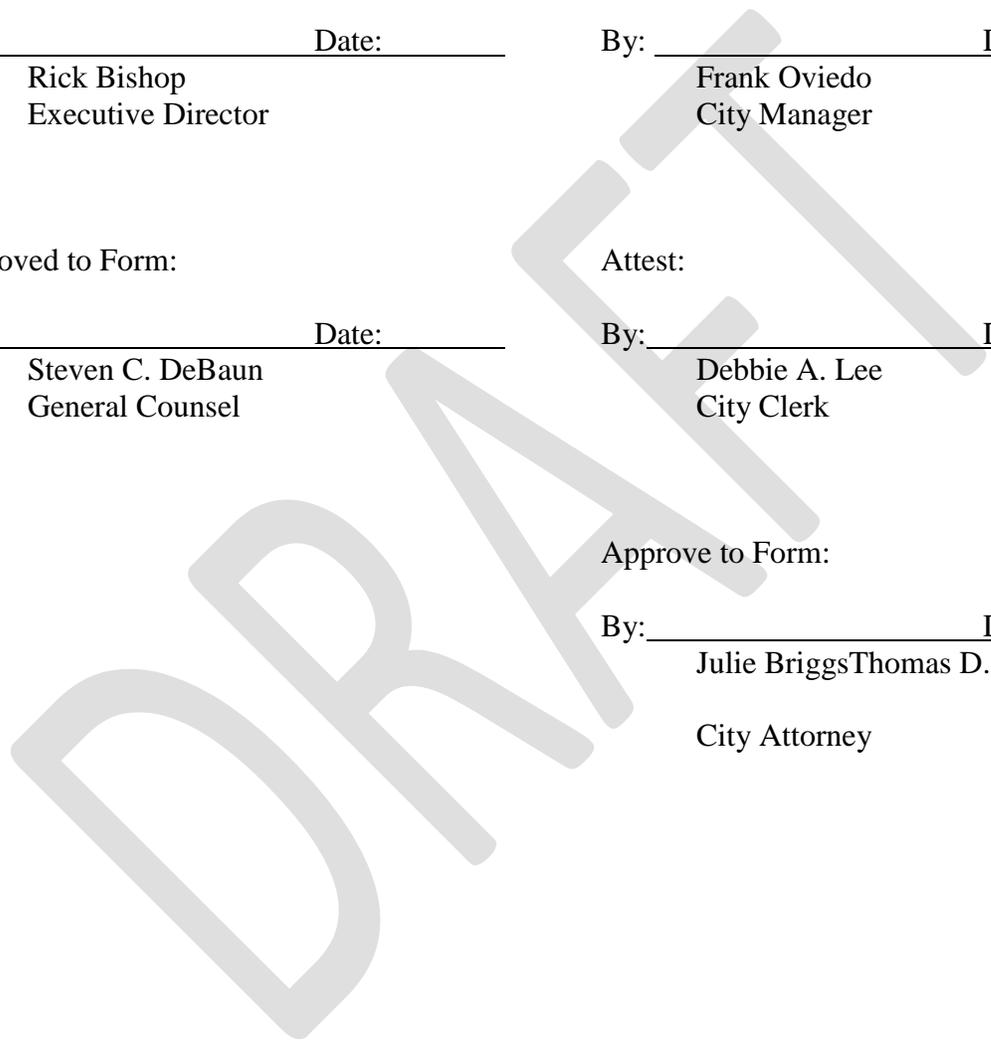
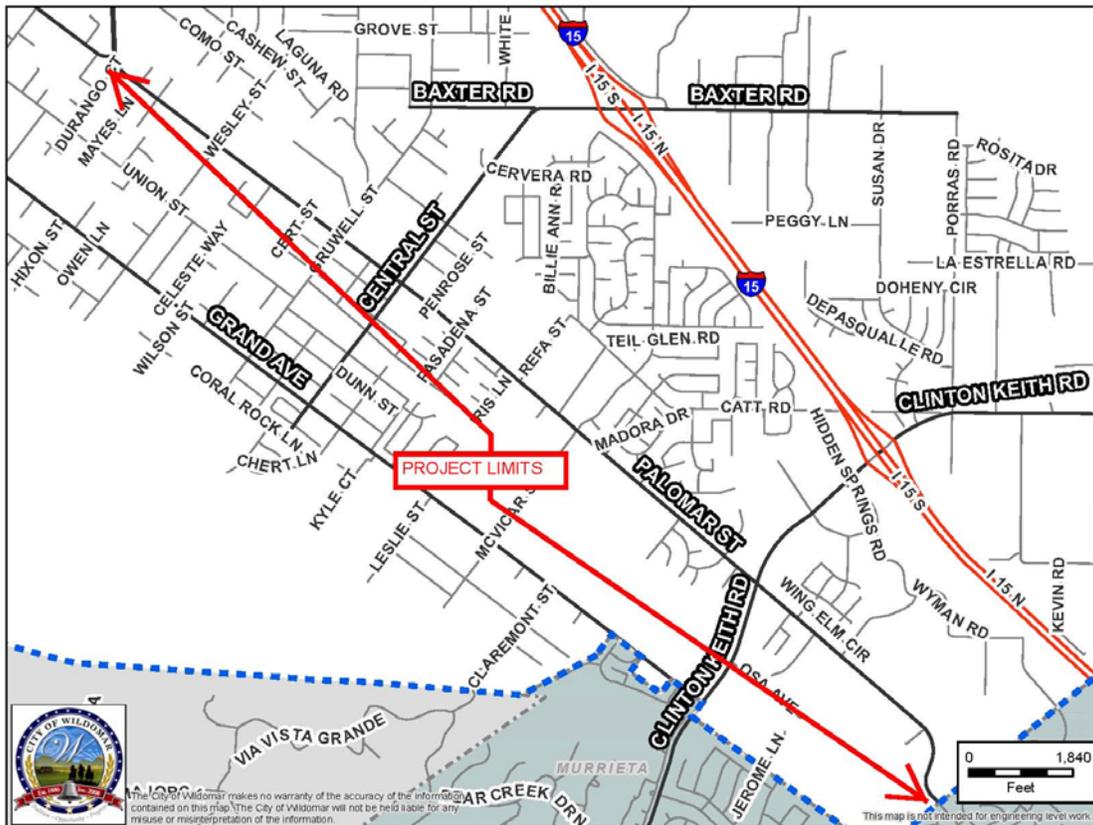


EXHIBIT "A"**SCOPE OF WORK**

SCOPE OF WORK: Palomar Road Widening includes widening of Palomar Street from Mission Trail to Jefferson Avenue. This project will widen Palomar Street to City of Wildomar General Plan width of four lanes plus a center left turn lane from Mission Trail to the Wildomar and Murrieta City limit at Jefferson Avenue. The project includes turn lanes and traffic signals at major intersections. The project will acquire the right of necessary for the General Plan width of four lanes.



A detailed scope of work for the current project phases is as follows:

Project Approval/ Environmental Document (PA&ED):

Prepare necessary technical studies. Complete alternatives analysis and prepare and circulate environmental document. Obtain approval of project and environmental document from necessary legislative bodies.

Plans, Specifications, and Estimates(PS&E):

Develop topographic maps from aerial photogrammetry and ground surveys. Locate existing utilities and coordinate preparation of relocation/protection plans with utility companies. Conduct subsurface geotechnical investigations and analysis. Perform hydrology/hydraulic studies and traffic analyses. Design and prepare the construction Plans, Specifications, and Estimate.

EXHIBIT "A-1"**ESTIMATE OF COST**

The funding sources of the Palomar Street Widening Project are as follows:

Phase	Local Agency	Development Impact Fees	State/Federal/Regional	TUMF Zone	TUMF Regional	Total
PA&ED				\$95,681		\$95,681
PS&E				\$895,558		\$895,558
Total				\$991,239		\$991,239

EXHIBIT “A-2”

PROJECT SCHEDULE

- **Project Approval/Environmental Documents (PA&ED) Phase:** Project approval and environmental documents have not been initiated. Estimated start date: January 2013. Estimated completion date: July 2013.
- **Plans, Specifications, and Estimate:** Preliminary engineering has not been initiated. Estimated start date: July 2013. Estimate completion date: January 2014.

Elements of Compensation

EXHIBIT “B”

PROCEDURES FOR SUBMITTAL, CONSIDERATION AND PAYMENT OF INVOICES

1. For professional services, WRCOG recommends that the AGENCY incorporate this Exhibit “B-1” into its contracts with any subcontractors to establish a standard method for preparation of invoices by contractors to the AGENCY and ultimately to WRCOG for reimbursement of AGENCY contractor costs.
2. Each month the AGENCY shall submit an invoice for eligible Project costs incurred during the preceding month. The original invoice shall be submitted to WRCOG’s Executive Director with a copy to WRCOG’s Project Coordinator. Each invoice shall be accompanied by a cover letter in a format substantially similar to that of Exhibit “B-2”.
3. For jurisdictions with large construction projects (with the total construction cost exceeding \$10 million) under construction at the same time, may with the approval of WRCOG submit invoices to WRCOG for payment at the same time they are received by the jurisdiction. WRCOG must receive the invoice by the 5th day of the month in order to process the invoice within 30 days. WRCOG will retain 10% of the invoice until all costs have been verified as eligible and will release the balance at regular intervals not more than quarterly and not less than semi-annually. If there is a discrepancy or ineligible costs that exceed 10% of the previous invoice WRCOG will deduct that amount from the next payment.
4. Each invoice shall include documentation from each contractor used by the AGENCY for the Project, listing labor costs, subcontractor costs, and other expenses. Each invoice shall also include a monthly progress report and spreadsheets showing the hours or amounts expended by each contractor or subcontractor for the month and for the entire Project to date. Samples of acceptable task level documentation and progress reports are attached as Exhibits “B-4” and “B-5”. All documentation from the Agency’s contractors should be accompanied by a cover letter in a format substantially similar to that of Exhibit “B-3”.
5. If the AGENCY is seeking reimbursement for direct expenses incurred by AGENCY staff for eligible Project costs, the AGENCY shall provide the same level of information for its labor and any expenses as required of its contractors pursuant to Exhibit “B” and its attachments.
6. Charges for each task and milestone listed in Exhibit “A” shall be listed separately in the invoice.
7. Each invoice shall include a certification signed by the AGENCY Representative or his or her designee which reads as follows:

“I hereby certify that the hours and salary rates submitted for reimbursement in this invoice are the actual hours and rates worked and paid to the contractors or subcontractors listed.

Signed _____

Title _____

Date _____

Invoice No. _____

8. WRCOG will pay the AGENCY within 30 days after receipt by WRCOG of an invoice. If WRCOG disputes any portion of an invoice, payment for that portion will be withheld, without interest, pending resolution of the dispute, but the uncontested balance will be paid.
9. The final payment under this Agreement will be made only after: (I) the AGENCY has obtained a Release and Certificate of Final Payment from each contractor or subcontractor used on the Project; (ii) the AGENCY has executed a Release and Certificate of Final Payment; and (iii) the AGENCY has provided copies of each such Release to WRCOG.

EXHIBIT “B-1”
[Sample for Professional Services]

For the satisfactory performance and completion of the Services under this Agreement, Agency will pay the Contractor compensation as set forth herein. The total compensation for this service shall not exceed (____INSERT WRITTEN DOLLAR AMOUNT____) (\$__INSERT NUMERICAL DOLLAR AMOUNT__) without written approval of Agency’s City Manager [or applicable position] (“Total Compensation”).

1. ELEMENTS OF COMPENSATION.

Compensation for the Services will be comprised of the following elements: 1.1 Direct Labor Costs; 1.2 Fixed Fee; and 1.3 Additional Direct Costs.

1.1 DIRECT LABOR COSTS.

Direct Labor costs shall be paid in an amount equal to the product of the Direct Salary Costs and the Multiplier which are defined as follows:

1.1.1 DIRECT SALARY COSTS

Direct Salary Costs are the base salaries and wages actually paid to the Contractor's personnel directly engaged in performance of the Services under the Agreement. (The range of hourly rates paid to the Contractor's personnel appears in Section 2 below.)

1.1.2 MULTIPLIER

The Multiplier to be applied to the Direct Salary Costs to determine the Direct Labor Costs is _____, and is the sum of the following components:

1.1.2.1 Direct Salary Costs _____

1.1.2.2 Payroll Additives _____

The Decimal Ratio of Payroll Additives to Direct Salary Costs. Payroll Additives include all employee benefits, allowances for vacation, sick leave, and holidays, and company portion of employee insurance and social and retirement benefits, all federal and state payroll taxes, premiums for insurance which are measured by payroll costs, and other contributions and benefits imposed by applicable laws and regulations.

1.1.2.3 Overhead Costs _____

The Decimal Ratio of Allowable Overhead Costs to the Contractor Firm's Total Direct Salary Costs. Allowable Overhead Costs include general, administrative and overhead costs of maintaining and operating established offices, and consistent with established firm policies, and as defined in the Federal Acquisitions Regulations, Part 31.2.

Total Multiplier _____
 (sum of 1.1.2.1, 1.1.2.2, and 1.1.2.3)

1.2 FIXED FEE.

1.2.1 The fixed fee is \$_____.

1.2.2 A pro-rata share of the Fixed Fee shall be applied to the total Direct Labor Costs expended for services each month, and shall be included on each monthly invoice.

1.3 ADDITIONAL DIRECT COSTS.

Additional Direct Costs directly identifiable to the performance of the services of this Agreement shall be reimbursed at the rates below, or at actual invoiced cost.

Rates for identified Additional Direct Costs are as follows:

<u>ITEM</u>	<u>REIMBURSEMENT RATE</u>
	<i>[__insert charges__]</i>
Per Diem	\$ /day
Car mileage	\$ /mile
Travel	\$ /trip
Computer Charges	\$ /hour
Photocopies	\$ /copy
Blueline	\$ /sheet
LD Telephone	\$ /call
Fax	\$ /sheet
Photographs	\$ /sheet

Travel by air and travel in excess of 100 miles from the Contractor's office nearest to Agency's office must have Agency's prior written approval to be reimbursed under this Agreement.

2. DIRECT SALARY RATES

Direct Salary Rates, which are the range of hourly rates to be used in determining Direct Salary Costs in Section 1.1.1 above, are given below and are subject to the following:

- 2.1 Direct Salary Rates shall be applicable to both straight time and overtime work, unless payment of a premium for overtime work is required by law, regulation or craft agreement, or is otherwise specified in this Agreement. In such event, the premium portion of Direct Salary Costs will not be subject to the Multiplier defined in Paragraph 1.1.2 above.
- 2.2 Direct Salary Rates shown herein are in effect for one year following the effective date of the Agreement. Thereafter, they may be adjusted annually to reflect the Contractor's adjustments to individual compensation. The Contractor shall notify Agency in writing prior to a change in the range of rates included herein, and prior to each subsequent change.

POSITION OR CLASSIFICATION RANGE OF HOURLY RATES

[sample]

Principal	\$.00 - \$.00/hour
Project Manager	\$.00 - \$.00/hour
Sr. Engineer/Planner	\$.00 - \$.00/hour
Project Engineer/Planner	\$.00 - \$.00/hour
Assoc. Engineer/Planner	\$.00 - \$.00/hour
Technician	\$.00 - \$.00/hour
Drafter/CADD Operator	\$.00 - \$.00/hour
Word Processor	\$.00 - \$.00/hour

- 2.3 The above rates are for the Contractor only. All rates for subcontractors to the Contractor will be in accordance with the Contractor's cost proposal.

3. INVOICING.

- 3.1 Each month the Contractor shall submit an invoice for Services performed during the preceding month. The original invoice shall be submitted to Agency's Executive Director with two (2) copies to Agency's Project Coordinator.
- 3.2 Charges shall be billed in accordance with the terms and rates included herein, unless otherwise agreed in writing by Agency's Representative.
- 3.3 Base Work and Extra Work shall be charged separately, and the charges for each task and Milestone listed in the Scope of Services, shall be listed separately. The charges for each individual assigned by the Contractor under this Agreement shall be listed separately on an attachment to the invoice.

- 3.4 A charge of \$500 or more for any one item of Additional Direct Costs shall be accompanied by substantiating documentation satisfactory to Agency such as invoices, telephone logs, etc.
- 3.5 Each copy of each invoice shall be accompanied by a Monthly Progress Report and spreadsheets showing hours expended by task for each month and total project to date.
- 3.6 If applicable, each invoice shall indicate payments to DBE subcontractors or supplies by dollar amount and as a percentage of the total invoice.
- 3.7 Each invoice shall include a certification signed by the Contractor's Representative or an officer of the firm which reads as follows:

I hereby certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the employees listed.

Signed _____
Title _____
Date _____
Invoice No. _____

4. PAYMENT

- 4.1 Agency shall pay the Contractor within four to six weeks after receipt by Agency of an original invoice. Should Agency contest any portion of an invoice, that portion shall be held for resolution, without interest, but the uncontested balance shall be paid.
- 4.2 The final payment for Services under this Agreement will be made only after the Contractor has executed a Release and Certificate of Final Payment.

EXHIBIT B-2
Sample Cover Letter to WRCOG

Date
Western Riverside Council of Governments
Riverside County Administrative Center
4080 Lemon Street, Third Floor
Riverside, California 92501-3679
Attention: Deputy Executive Director
ATTN: Accounts Payable

Re: Project Title - Invoice #__

Enclosed for your review and payment approval is the AGENCY’s invoice for professional and technical services that was rendered by our contractors in connection with the 2002 Measure “A” Local Streets and Roads Funding per Agreement No. _____ effective (Month/Day/Year) . The required support documentation received from each contractor is included as backup to the invoice.

Invoice period covered is from Month/Date/Year to Month/Date/Year .

Total Authorized Agreement Amount:	\$0,000,000.00
Total Invoiced to Date:	\$0,000,000.00
Total Previously Invoiced:	\$0,000,000.00
Balance Remaining:	\$0,000,000.00

Amount due this Invoice:	\$0,000,000.00 =====
---------------------------------	--------------------------------

I certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the contractors listed.

By: _____
Name
Title

cc:

EXHIBIT B-3
Sample Letter from Contractor to AGENCY

Month/Date/Year

Western Riverside Council of Governments
Riverside County Administrative Center
4080 Lemon Street, Third Floor
Riverside, California 92501-3679
Attention: Deputy Executive Director
Attn: Accounts Payable

Invoice # _____

For **[type of services]** rendered by **[contractor name]** in connection with **[name of project]**
This is per agreement No. XX-XX-XXX effective Month/Date/Year.

Invoice period covered is from Month/Date/Year to Month/Date/Year.

Total Base Contract Amount:	\$000,000.00
Authorized Extra Work (if Applicable)	\$000,000.00

TOTAL AUTHORIZED CONTRACT AMOUNT:	\$000,000.00
Total Invoice to Date:	\$000,000.00
Total Previously Billed:	\$000,000.00
Balance Remaining:	\$000,000.00
Amount Due this Invoice:	\$000,000.00
	=====

I certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the employees listed,

By: _____
Name
Title

**EXHIBIT B-4
SAMPLE TASK SUMMARY SCHEDULE
(OPTIONAL)**

EXHIBIT B-5
Sample Progress Report

REPORTING PERIOD: Month/Date/Year to Month/Date/Year
PROGRESS REPORT: #1

A. Activities and Work Completed during Current Work Periods

TASK 01 – 100% PS&E SUBMITTAL

1. Responded to Segment 1 comments from Department of Transportation
2. Completed and submitted Segment 1 final PS&E

B. Current/Potential Problems Encountered & Corrective Action

Problems	Corrective Action
None	None

C. Work Planned Next Period

TASK 01 – 100% PS&E SUBMITTAL

1. Completing and to submit Traffic Signal and Electrical Design plans
2. Responding to review comments

CITY OF WILDOMAR - CITY COUNCIL
Agenda Item #3.2
GENERAL BUSINESS
Meeting Date: September 12, 2012

TO: Mayor and City Council Members

FROM: Paula Willette, Community Services Director

SUBJECT: Community Development Block Grant (CDBG) Supplemental Agreement For Projects Approved By the City Council On December 14, 2011

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council enter into a Supplemental Agreement with the County of Riverside for the 2012-2013 CDBG program year and authorize the Mayor to execute all related applications and agreements.

DISCUSSION:

On December 14, 2011 City Council adopted Resolution No. 2011-59 to accept CDBG funds for the 2012-2013 year from the County of Riverside. The City received a Supplemental Agreement for CDBG funds in the amount of \$126,144 to support community development activities within the City of Wildomar. The following three projects were specifically identified and approved by the City Council and the County of Riverside to be implemented:

- A. Code Enforcement - \$112,144
 - o CDBG funds will be used by the City to conduct and enhance code enforcement activities in targeted areas.

- B. Graffiti Abatement and Neighborhood Clean-up Program - \$5,000
 - o The City will provide neighborhood clean-up and graffiti removal in low-income areas to address dangerous conditions and code violations.

- C. Helping Our People of Elsinore (H.O.P.E) - \$9,000
 - o H.O.P.E. provides meals and clothing to needy families and seniors. Funds will be used for food, freezer replacement, space cost, utilities, and commodities.

FISCAL IMPACT:

Increase in City CDBG budget from \$85,000 to \$117,144.

Submitted by:
Paula Willette
Community Services Director

Approved by:
Frank Oviedo
City Manager

**SUPPLEMENTAL AGREEMENT FOR THE USE OF
2012-2013 COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS**

The COUNTY OF RIVERSIDE of the State of California, herein called, "COUNTY," and the CITY OF **WILDOMAR**, herein called "CITY," mutually agree as follows:

1. GENERAL. COUNTY and CITY have executed a Cooperation Agreement, dated July 2011, whereby CITY elected to participate with COUNTY, which has qualified as an "Urban County" for purposes of receiving Community Development Block Grant (CDBG) funds, and to assist and undertake essential community development and housing assistance activities pursuant to the Housing and Community Development Act of 1974, Title 1, as amended, Public Law 93-383 hereinafter referred to as "Act". Said Cooperation Agreement, dated July 2011, is incorporated herein by reference and made a part of this Agreement as if each and every provision was set forth herein.

2. PURPOSE. CITY promises and agrees to undertake and assist with the community development activities, within its jurisdiction, by utilizing the sum of **\$126,144**, CDBG Entitlement Funds, as specifically identified in Exhibits A, B, and C are attached hereto and by this reference are incorporated herein, for the projects:

A.	1.WD.01-12 Code Enforcement,	\$112,144
B.	1.WD.02-12 Graffiti Abatement and Neighborhood Clean-up Program,	\$5,000
C.	0.101-12 Helping People in Need,	\$9,000

3. TERM OF AGREEMENT. The term of this Agreement for the projects shall be for a period of one (1) year from July 1, 2012 to June 30, 2013, and proceed consistent with the completion schedule set forth in Exhibits A, B, and C. In the event that the projects are not substantially completed by the time set forth in the completion schedule due to unforeseen or uncontrollable causes, the COUNTY may consider extending the schedule for the completion of the project. Times of performance for other activities may also be extended in writing by

1 COUNTY. If substantial progress toward completion in conformance with the completion
2 schedule, as determined by COUNTY, of the projects are not made during the term of the
3 Supplemental Agreement, COUNTY may suspend or terminate this agreement by the
4 procedures set forth in the Section titled "Termination", of this agreement and the entitlement
5 funds associated with the projects may be reprogrammed by COUNTY after appropriate notice
6 is given.

7 4. DISPOSITION OF FUNDS.

8 A. COUNTY's Board of Supervisors shall determine the final disposition and
9 distribution of all funds received by COUNTY under the Act consistent with the provisions of
10 Paragraphs 2 and 3 of this Agreement. COUNTY, through its Economic Development Agency,
11 shall: (1) Make payment of the grant funds to CITY as designated in Exhibits A, B, and C; and
12 (2) It is the CITY's responsibility to monitor all project activities of Exhibits A, B, and C to
13 ensure compliance with applicable federal regulations and the terms of this Agreement.

14 B. CITY shall comply with timely drawdown of CDBG funds by
15 expeditiously implementing and completing County-approved, CDBG-funded projects. CITY
16 acknowledges that CITY's drawdown performance directly impacts the COUNTY's overall
17 program drawdown rate. If the CITY's unobligated CDBG fund balance, as of January 15, 2013,
18 exceeds two-times (200%) the CITY's 2012-2013 CDBG allocation, the COUNTY may take the
19 necessary administrative actions to reduce the CITY's CDBG fund balance. Necessary actions
20 include reprogramming the excess CDBG fund balance to other eligible activities as selected by
21 COUNTY. COUNTY may authorize CITY in writing, prior to January 15, 2013, to exceed the
22 CDBG fund balance requirement.

23 C. CITY shall comply with timely drawdown of funds by submitting monthly
24 requests for reimbursement or other County-approved reimbursement schedule. All
25 disbursements of grant funds will be on a reimbursement basis and made within thirty (30) days
26 after the CITY has submitted its letter identifying payments and documentation supporting
27 expenditures.

1 D. All authorized obligations incurred in the performance of the Agreement
2 for projects eligible under the following regulations must be reported to COUNTY no later than
3 by June 15, 2013:

- 4 1. Public Services [24 CFR 570.201 (e)]
- 5 2. Acquisition [24 CFR 570.201 (a)]
- 6 3. Clearance Activities [24 CFR 570.201 (d)]
- 7 4. Interim Assistance [24 CFR 570.201 (f)]
- 8 5. Code Enforcement [24 CFR 570.202 (c)]

9 All other eligible activities under this Agreement must be implemented, completed, and
10 obligations reported by the CITY no later than the completion schedules set forth in the Exhibits
11 to this Agreement.

12 The COUNTY will directly manage and monitor projects identified in Exhibits C. These
13 projects have been determined to be of Countywide benefit, receiving grant funding from
14 multiple sources; therefore, these projects will be managed and monitored by the COUNTY.

15 5. COOPERATION WITH HOUSING ACTIVITIES. CITY shall cooperate with
16 COUNTY in undertaking essential community development and housing assistance activities,
17 specifically urban renewal and public assistance housing, and shall assist COUNTY in carrying
18 out its Strategic Plan of the Consolidated Plan and other requirements of the Community
19 Development Block Grant Program.

20 6. LEAD AGENCY FOR COMPLIANCE WITH THE CALIFORNIA
21 ENVIRONMENTAL QUALITY ACT (CEQA). Pursuant to Section 15051(d) of Title 14 of the
22 California Administrative Code, CITY is designated as the lead agency for the projects that are
23 the subject matter of this Agreement.

24 7. HOLD HARMLESS AND INDEMNIFICATION. In contemplation of the
25 provisions of Section 895.2 of the California Government Code imposing certain tort liability
26 jointly upon public entities solely by reason of such entities being parties to an agreement as
27 defined by Section 895 of the Code, the Parties hereto, pursuant to the authorization contained in
28

1 Section 895.4 and 895.6 of the Code, agree that each Party shall be liable for any damages
2 including, but not limited to, claims, demands, losses, liabilities, costs and expenses including
3 reasonable attorneys fees, resulting from the negligent or wrongful acts or omissions of their
4 employees or agents in the performance of this Agreement, and each Party shall indemnify,
5 defend and hold harmless the other Parties from such claims, demands, damages, losses or
6 liabilities for their negligence

7 8. INSURANCE. Without limiting or diminishing the CITY'S obligation to
8 indemnify or hold the COUNTY harmless, CITY shall procure and maintain or cause to be
9 maintained, at its sole cost and expense, the following insurance coverage's during the term of
10 this Agreement.

11 A. Workers' Compensation:

12 If the CITY has employees as defined by the State of California, the CITY shall maintain
13 statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State
14 of California. Policy shall include Employers' Liability (Coverage B) including Occupational
15 Disease with limits not less than \$1,000,000 per person per accident. The policy shall be
16 endorsed to waive subrogation in favor of The County of Riverside, and, if applicable, to provide
17 a Borrowed Servant/Alternate Employer Endorsement.

18 B. Commercial General Liability:

19 Commercial General Liability insurance coverage, including but not limited to, premises
20 liability, contractual liability, products and completed operations liability, personal and
21 advertising injury, and cross liability coverage, covering claims which may arise from or out of
22 CITY 'S performance of its obligations hereunder. Policy shall name the County of Riverside, its
23 Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board
24 of Supervisors, employees, elected or appointed officials, agents or representatives as Additional
25 Insureds. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined
26 single limit. If such insurance contains a general aggregate limit, it shall apply separately to this
27
28

1 agreement or be no less than two (2) times the occurrence limit.

2 C. Vehicle Liability:

3 If vehicles or mobile equipment are used in the performance of the obligations under this
4 Agreement, then CITY shall maintain liability insurance for all owned, non-owned or hired
5 vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If
6 such insurance contains a general aggregate limit, it shall apply separately to this agreement or
7 be no less than two (2) times the occurrence limit. Policy shall name the County of Riverside, its
8 Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board
9 of Supervisors, employees, elected or appointed officials, agents or representatives as Additional
10 Insureds,

11 D. General Insurance Provisions - All lines:

12 1) Any insurance carrier providing insurance coverage hereunder
13 shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII
14 (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the
15 County's Risk Manager waives a requirement for a particular insurer such waiver is only valid
16 for that specific insurer and only for one policy term.

17 2) The CITY'S insurance carrier(s) must declare its insurance self-
18 insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such
19 retentions shall have the prior written consent of the County Risk Manager before the
20 commencement of operations under this Agreement. Upon notification of self insured retention
21 unacceptable to the COUNTY, and at the election of the Country's Risk Manager, CITY 'S
22 carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement
23 with the COUNTY, or 2) procure a bond which guarantees payment of losses and related
24 investigations, claims administration, and defense costs and expenses.

25 3) CITY shall cause CITY'S insurance carrier(s) to furnish the
26 County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and
27 certified original copies of Endorsements effecting coverage as required herein, and 2) if
28

1 requested to do so orally or in writing by the County Risk Manager, provide original Certified
2 copies of policies including all Endorsements and all attachments thereto, showing such
3 insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall
4 contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given
5 to the County of Riverside prior to any material modification, cancellation, expiration or
6 reduction in coverage of such insurance. In the event of a material modification, cancellation,
7 expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County
8 of Riverside receives, prior to such effective date, another properly executed original Certificate
9 of Insurance and original copies of endorsements or certified original policies, including all
10 endorsements and attachments thereto evidencing coverage's set forth herein and the insurance
11 required herein is in full force and effect. *CITY shall not commence operations until the*
12 *COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of*
13 *endorsements and if requested, certified original policies of insurance including all*
14 *endorsements and any and all other attachments as required in this Section.* An individual
15 authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for
16 each policy and the Certificate of Insurance.

17 4) It is understood and agreed to by the parties hereto that the CITY'S
18 insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or
19 deductibles and/or self-insured retention's or self-insured programs shall not be construed as
20 contributory.

21 5) If, during the term of this Agreement or any extension thereof,
22 there is a material change in the scope of services; or, there is a material change in the equipment
23 to be used in the performance of the scope of work which will add additional exposures (such as
24 the use of aircraft, watercraft, cranes, etc.); or, the term of this Agreement, including any
25 extensions thereof, exceeds five (5) years the COUNTY reserves the right to adjust the types of
26 insurance required under this Agreement and the monetary limits of liability for the insurance
27 coverage's currently required herein, if; in the County Risk Manager's reasonable judgment, the
28

1 amount or type of insurance carried by the CITY has become inadequate.

2 6) CITY shall pass down the insurance obligations contained herein
3 to all tiers of subcontractors working under this Agreement.

4 7) The insurance requirements contained in this Agreement may be
5 met with a program(s) of self-insurance acceptable to the COUNTY.

6 8) CITY agrees to notify COUNTY of any claim by a third party or
7 any incident or event that may give rise to a claim arising from the performance of this
8 Agreement.

9 9. RECORDS AND INSPECTIONS.

10 A. CITY shall establish and maintain records in accordance with 24 CFR Part
11 570, Part 85, OMB Circular A-87, A-133 and 24 CFR 91.105, as applicable, and as they relate to
12 the acceptance and use of federal funds under this Agreement.

13 B. CITY shall obtain an external audit in accordance with the U.S.
14 Department of Housing and Urban Development single audit regulations (24 CFR Part 44.6).
15 Audits shall usually be performed annually but not less frequently than every two years.
16 Nonprofit institutions and government agencies that expend less than \$500,000 a year in
17 Federal awards are exempt from Federal audit requirements, but records must be available for
18 review by appropriate officials of the Federal grantor agency or subgranting entity. The audit
19 report shall be submitted to the COUNTY within 180 days after the end of the COUNTY'S
20 fiscal year.

21 C. CITY shall maintain a separate account for CDBG Entitlement funds
22 received as set forth in Exhibits (A, B, and C).

23 D. CITY shall, during the normal business hours, make available to
24 COUNTY, the U.S. Department of Housing and Urban Development (HUD), or other authorized
25 representative, for the examination and copying, all of its records and other materials with
26 respect to matters covered by this Agreement.

27 E. CITY shall not retain any program income as defined in Section 570.500
28

1 of Title 24 of the Federal Code of Regulations. Said program income shall be used only for the
2 activities that are the subject of this Agreement. Further, all provisions of this Agreement shall
3 apply to such activities.

4 F. The CITY shall ensure that at least fifty-one percent (51%) of the persons
5 benefiting from all CDBG-funded activities or projects designated as serving limited clientele
6 [570.208(a)(2)(i)] are of low and moderate-income and meet the program income guidelines
7 attached as Exhibits (A, B, and C). The CITY and City's Sub-recipients must provide the
8 required income certification and direct benefit documentation.

9 10. COMPLIANCE WITH LAWS. CITY shall comply with all applicable federal,
10 state, and local laws, regulations, and ordinances and any amendments thereto and the federal
11 regulations and guidelines now or hereafter enacted pursuant to the Act. More particularly, CITY
12 is to comply with those regulations found in Part 85 and Part 570 of Title 24 of the Code of
13 Federal Regulations. CITY is to comply with OMB Circular A-87, or any subsequent
14 replacement. CITY is to abide by the provisions of the Community Development Block Grant
15 Manual, prepared by COUNTY and cited in the above-mentioned Cooperation Agreement.
16 CITY will comply with Section 3 of the Housing & Urban Development Act of 1968, as
17 amended, attached hereto as Exhibit "S". CITY will comply with the provisions of 24 CFR Part
18 570.200 (j), attached as Exhibit "R," pertaining to inherently religious activities.

19 11. INDEPENDENT CONTRACTOR. CITY and its agents, servants, and employees
20 shall act at all times in an independent capacity during the term of this Agreement, and shall not
21 act as, shall not be, nor shall they in any manner be construed to be agents, officers, or
22 employees of the COUNTY.

23 12. TERMINATION.

24 A. CITY. CITY may not terminate this Agreement except upon express
25 written consent of COUNTY.

26 B. COUNTY. Notwithstanding the provisions of Paragraph 12a, COUNTY
27 may suspend or terminate this Agreement upon a thirty (30) day written notice to CITY of action
28

1 being taken and the reason for such action:

2 (1) In the event CITY fails to perform the covenants herein contained
3 at such times and in such manner as provided in this Agreement; and

4 (2) In the event there is a conflict with any federal, state or local law,
5 ordinance, regulation or rule rendering any of the provisions of this Agreement invalid or
6 untenable; or

7 (3) In the event the funding from the Department of Housing and
8 Urban Development referred to in Paragraphs 1 and 2 above is terminated or otherwise becomes
9 unavailable.

10 C. Upon suspension of this Agreement, CITY agrees to return any
11 unencumbered funds which it has been provided by COUNTY. In accepting said funds,
12 COUNTY does not waive any claim or cause of action it may have against CITY for breach of
13 this Agreement.

14 D. Reversion of Assets

15 1. Upon expiration of this Agreement, the CITY shall transfer to the
16 COUNTY any CDBG funds on hand at the time of expiration of the Agreement as well as any
17 accounts receivable held by CITY which are attributable to the use of CDBG funds awarded
18 pursuant to this Agreement.

19 2. Any real property under the CITY'S control that was acquired or
20 improved in whole or in part with CDBG funds (including CDBG funds provided to the
21 SPONSOR in the form of a loan) in excess of \$25,000 is either:

22 (i) Used to meet one of the National Objectives in Sec.
23 570.208 until five years after expiration of this agreement, or for such longer period of time as
24 determined to be appropriate by the COUNTY; or

25 (ii) Not used in accordance with Section (i) above, in which
26 event the SPONSOR shall pay to the COUNTY an amount equal to the current market value of
27 the property less any portion of the value attributable to expenditures of non-CDBG funds for the
28

1 acquisition of, or improvement to, the property.

2 13. NONDISCRIMINATION. CITY shall abide by Sections 570.601 and 570.602 of
3 Title 24 of the Federal Code of Regulations which requires that no person in the United States
4 shall on the grounds of race, color, national origin, or sex, be excluded from participation in, be
5 denied the benefits of, or be subjected to discrimination under any program or activity funded in
6 whole or in part with Community Development funds.

7 14. PROHIBITION AGAINST CONFLICTS OF INTEREST

8 A. CITY and its assigns, employees, agents, consultants, officers and elected
9 and appointed officials shall become familiar with and shall comply with the CDBG regulations
10 prohibiting conflicts of interest contained in 24 CFR 570.611, attached hereto as Exhibit "CI"
11 and by this reference incorporated herein.

12 B. CITY and its assigns, employees, agents, consultants, officers, and elected
13 and appointed officials shall become familiar with and shall comply with Section A-11 of the
14 County's CDBG Policy manual, attached hereto as Exhibit "CI" and by this reference
15 incorporated herein.

16 C. CITY understands and agrees that no waiver of exception can be granted
17 to the prohibition against conflict of interest except upon written approval of HUD pursuant to
18 24 CFR 570.611 (d). Any request by CITY for an exception shall first be reviewed by COUNTY
19 to determine whether such request is appropriate for submission to HUD. In determining whether
20 such request is appropriate for submission to HUD, COUNTY will consider the factors listed in
21 24 CFR 570.611 (e).

22 D. Prior to any funding under this Agreement, CITY shall provide COUNTY
23 with a list of all employees, agents, consultants, officers and elected and appointed officials who
24 are in a position to participate in a decision making process, exercise any functions or
25 responsibilities, or gain inside information with respect to the CDBG activities funded under this
26 Agreement. CITY shall also promptly disclose to COUNTY any potential conflict, including
27 even the appearance of conflict that may arise with respect to the CDBG activities funded under
28

1 this Agreement.

2 E. Any violation of this section shall be deemed a material breach of this
3 Agreement, and the Agreement shall be immediately terminated by the COUNTY.

4 15. PROJECT ELIGIBILITY. As to CITY or its claimants, COUNTY shall bear no
5 liability for any later determination by the United States Government, the Department of
6 Housing and Urban Development or any other person or entity that CITY is or is not eligible
7 under 24 CFR Part 570 to receive CDBG funds.

8 16. USE OF PROPERTY. Whenever federal CDBG funds or program income are
9 used, in whole or in part, for the purchase of equipment or personal property, the property shall
10 not be transferred from its originally funded use, by CITY or sub-recipient, for a period of five
11 (5) years from the close-out date of the grant from which CDBG assistance was provided. The
12 CITY shall maintain a current inventory for COUNTY monitoring and review.

13 17. EMPLOYMENT OPPORTUNITIES TO BE CAUSED BY PROJECT. CITY
14 agrees to notify and to require any lessee or assignee to notify Riverside County Workforce
15 Development Center of any and all job openings that are caused by this project.

16
17 18. PUBLICITY. Any publicity generated by CITY for the project funded pursuant to
18 this Agreement, during the term of this Agreement, will make reference to the Contribution of
19 the County of Riverside, the Economic Development Agency, and the Community Development
20 Block Grant Program in making the project possible.

21 19. PROGRAM MONITORING AND EVALUATION. CITY and its sub-recipients
22 shall be monitored and evaluated in terms of its effectiveness and timely compliance with the
23 provisions of this Agreement and the effective and efficient achievement of the Program
24 Objectives. Quarterly reports shall be due on the last day of the month immediately following the
25 end of the quarter being reported. The quarterly written reports shall include, but shall not be
26 limited to, the following data elements:

27 A. Title of program, listing of components, description of
28

1 activities/operations.

2 B. The projected goals, indicated numerically, and also the goals achieved
3 (for each report period). In addition, identify by percentage and description, the progress
4 achieved towards meeting the specified goals and identify any problems encountered in meeting
5 goals.

6 C. If the CDBG-funded Activity meets a National Objective under 24 CFR
7 570.208 (a)(2)(i), CITY will report the following:

8 1) Total number of direct beneficiaries (clientele served) with
9 household incomes at:

- 10 • Above 80% MHI
- 11 • Between 50% and 80% MHI (Low-Income)
- 12 • Between 30% and 50% MHI (Very Low-Income)
- 13 • Less than 30% MHI (Extremely Low-Income)

14 2) Total number and percent (%) of the clientele served that have
15 household incomes at or below 80% MHI

16 3) Racial ethnicity of clientele

17 4) Number of Female-Headed Households

18 D. CITY and its sub-recipients shall report beneficiary statistics monthly to
19 EDA on the pre-approved *Direct Benefit Form* and *Self-Certification Form* (certifying income,
20 family size, and racial ethnicity) as required by HUD. Updated forms are to be provided to CITY
21 by EDA should HUD implement changes during the term of this agreement. CITY and sub-
22 recipients will collect and provide all necessary data required by HUD pertaining to the Specific
23 Outcome Indicators as identified in the CPD Outcome Performance Measurement System.

24 20. SOURCE OF FUNDING. CITY acknowledges that the source of funding
25 pursuant to this Agreement is Community Development Block Grant (CFDA 14.218).

26 21. ENTIRE AGREEMENT. It is expressly agreed that this Agreement together with
27 the cooperation Agreement between the parties, embodies the entire agreement of the parties in
28

1 relation to the subject matter thereof, and that no other Agreement or understanding, verbal or
2 otherwise, relative to this subject matter, exists between the parties at the time of execution.

3 22. MINISTERIAL ACTS. The Assistant County Executive Officer/EDA or
4 designee(s) are authorized to take such ministerial actions as may be necessary or appropriate to
5 implement the terms, provisions, and conditions of this Agreement as it may be amended from
6 time to time by COUNTY.

7 23. PRIOR AUTHORIZATION. CITY shall obtain COUNTY's written approval
8 from the Economic Development Agency prior to implementing the following "high risk"
9 activities funded with CDBG assistance:

- 10 A. Construction of public facilities (project plans and specifications);
- 11 B. Acquisition of real property;
- 12 C. Historic Preservation;
- 13 D. Relocation; and
- 14 F. Economic Development

15 23. MODIFICATION OF AGREEMENT. This Agreement may be modified or
16 amended only by a writing signed by the duly authorized and empowered representative of
17 COUNTY and CITY respectively.

18
19
20
21
22 **SIGNATURES ON NEXT PAGE**
23
24
25
26
27
28

1 IN WITNESS WHEREOF, the COUNTY and the CITY have executed this Agreement as
2 of the date listed below.

3
4
5 DATED: _____
6

7 COUNTY OF RIVERSIDE
8

9 By: _____
10 Suzanne Holland
Assistant Director of EDA
11

12
13
14 CITY OF WILDOMAR
15

16 By: _____
Mayor
17

18
19 SH:JT:mmv
20
21
22
23
24
25
26
27
28

**SUPPLEMENTAL AGREEMENT
SCOPE OF WORK
(NON-PUBLIC SERVICE)**

I. GENERAL INFORMATION

CITY NAME: City of Wildomar

ADDRESS: 23873 Clinton Keith Rd, Ste. 201
Wildomar, CA 92595

PROGRAM CONTACTS: Frank Oviedo, City Manager

PHONE: (951) 677-7751 FAX: (951) 698-1463

E-MAIL: _____

PROJECT NAME: Code Enforcement

PROJECT LOCATION: Wildomar, CA

LEVEL OF ENVIRONMENTAL CLEARANCE: Categorical Exclusion

CDBG ELIGIBILITY CODE: 570.202 (c)

PROJECT FUNDING SUMMARY: **\$112,144**

Project to be administered by County (EDA) on behalf of City: YES NO

II. SCOPE OF SERVICE

A. Activities

City will be responsible for administering a **2012-2013** Community Development Block Grant for the **Code Enforcement** in a manner satisfactory to the County of Riverside and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

Activity #1 *CDBG funds will be used by the City to conduct enhanced code enforcement activities in targeted areas of the City. The purpose of code enforcement is to enhance public safety and the quality of life, through fair enforcement of laws and codes, in partnership with communities, as well as, private and publically-funded improvements, rehabilitation, and other services. The CDBG funded code enforcement will target dangerous and substandard structures, zoning violations, and other health and safety issues. Eligible costs include the salaries, overhead, and related expenses of code enforcement officers.*

B. National Objective

All activities funded with CDBG funds must comply with one of more of the CDBG program's National Objective Criteria as required under 24 CFR 570.200(a)(2). City certifies that the activity(ies) carried out under this Agreement will meet the following National Objective:

National Objective Criteria: 570.208 (a)(1)(i)

CFR Reference: Low Mod Area

C. Levels of Accomplishment – Goals and Performance Measures

The City agrees to implement and complete the following activity(ies):

Activity #1 Enforce codes addressing substandard structures, neighborhood clean-up, and similar code violations

CPD OUTCOME PERFORMANCE MEASUREMENT

- Objectives (select one):**
- Creating Suitable Living Environments
 - Providing Decent Affordable Housing
 - Creating Economic Opportunities

- Outcome (select one):**
- Availability/Accessibility
 - Affordability
 - Sustainability (promoting livable or viable communities)

D. City Capacity

By executing this Supplemental Agreement, the City certifies that it has the appropriate number of trained and knowledgeable staff, adequate facilities, proper equipment, required licensing and permitting, and sufficient amount of financial resources necessary to implement and carry out the activities funded with CDBG funds.

City will immediately notify County of any significant changes in organizational management, assigned staff, change in facilities, loss or change in matching funds, or any other event that could potentially impact the City or subrecipient's performance under this Agreement. Any changes in the above items are subject to the prior approval of the County.

E. Performance Monitoring

The County of Riverside will monitor the performance of the City and its subrecipients against goals and performance standards as stated above. Substandard performance as determined by the County will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the City within a reasonable period of time after being notified by the County, contract suspension or termination procedures will be initiated.

F. Program Budget

It is expressly agreed and understood that the total amount to be paid by the County under this Agreement shall not exceed **\$112,144** Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in this Section and in accordance with performance. Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 24 CFR 84.21.

The County may require a more detailed budget breakdown than the one contained herein, and the City shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the County. Any amendments to the budget must be approved in writing by both the County and City.

<u>Line Item</u>	
Design/Engineering Costs	<input type="checkbox"/>
Project Administration Costs	<input type="checkbox"/>
Construction Costs	<input type="checkbox"/>
Acquisition Costs	<input type="checkbox"/>
Relocation Costs	<input type="checkbox"/>
Capital Equipment Costs	<input type="checkbox"/>
Code Enforcement	<input checked="" type="checkbox"/>
Clearance	<input type="checkbox"/>
Interim Assistance	<input type="checkbox"/>
Other:	<input type="checkbox"/>
Total:	\$112,144

G. Total Amount of Non- CDBG Leveraging

TYPE	SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	TOTAL
FEDERAL							
STATE/LOCAL	General Fund	\$85,000					\$85,000
PRIVATE							
OTHER							
TOTAL: \$85,000							

III. ADMINISTRATIVE REQUIREMENTS

A. Accounting Standards

The City agrees to comply with 24 CFR 84 or 85 as applicable and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

B. Cost Principles

The City shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," A-21, "Cost Principles for Educational Institutions," or OMB Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

C. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- i. Records providing a full description of each activity undertaken;
- ii. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- iii. Records required to determine the eligibility of activities;
- iv. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- v. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- vi. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28; and
- vii. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Records Retention

The City shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years. The retention period begins on the date of the submission of the County's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Client Data

The City shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to County monitors or their designees for review upon request.

4. Disclosure

The City understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the County's or City's responsibilities with respect to services provided under this contract, is prohibited by applicable federal and State law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The City's obligation to the County shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the County), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the City has control over CDBG funds, including program income.

6. Audits & Inspections

All City records with respect to any matters covered by this Agreement shall be made available to the County, HUD, and the Controller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the City within 30 days after receipt by the City. Failure of the City to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The City hereby agrees to have an annual agency audit conducted in accordance with current County policy concerning subrecipient audits and OMB Circular A-133.

**SUPPLEMENTAL AGREEMENT
SCOPE OF WORK
(NON-PUBLIC SERVICE)**

I. GENERAL INFORMATION

CITY NAME: City of Wildomar

ADDRESS: 23873 Clinton Keith Rd. Ste. 201
Wildomar, CA 92595

PROGRAM CONTACTS: Frank Oviedo, City Manager

PHONE: (951) 677-7751 FAX: (951) 698-1463

E-MAIL: Paula Willette, pwillette@cityofwildomar.org

PROJECT NAME: Graffiti Abatement and Neighborhood Clean-up Program

PROJECT LOCATION: Wildomar, CA

LEVEL OF ENVIRONMENTAL CLEARANCE: Categorical Exclusion

CDBG ELIGIBILITY CODE: 570.201 (f)

PROJECT FUNDING SUMMARY: **\$5,000**

Project to be administered by County (EDA) on behalf of City: YES NO

II. SCOPE OF SERVICE

A. Activities

City will be responsible for administering a **2012-2013** Community Development Block Grant for the **Graffiti Abatement and Neighborhood Clean-up Program** in a manner satisfactory to the County of Riverside and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

- Activity #1 *The City of Wildomar will provide neighborhood clean-up and graffiti removal in low-income areas to address dangerous conditions and code violations. CDBG funds will be used to pay the cost of staff salaries (direct costs), removal service, special trash Graffiti Abatement and Neighborhood Clean-up Program.*

B. National Objective

All activities funded with CDBG funds must comply with one of more of the CDBG program's National Objective Criteria as required under 24 CFR 570.200(a)(2). City certifies that the activity(ies) carried out under this Agreement will meet the following National Objective:

National Objective Criteria: 570.208 (a)(1)(i)

CFR Reference: Low Mod Area

C. Levels of Accomplishment – Goals and Performance Measures

The City agrees to implement and complete the following activity(ies):

Activity #1 Provide neighborhood clean-up and graffiti removal

CPD OUTCOME PERFORMANCE MEASUREMENT

Objectives (select one): Creating Suitable Living Environments
 Providing Decent Affordable Housing
 Creating Economic Opportunities

Outcome (select one): Availability/Accessibility
 Affordability
 Sustainability (promoting livable or viable communities)

D. City Capacity

By executing this Supplemental Agreement, the City certifies that it has the appropriate number of trained and knowledgeable staff, adequate facilities, proper equipment, required licensing and permitting, and sufficient amount of financial resources necessary to implement and carry out the activities funded with CDBG funds.

City will immediately notify County of any significant changes in organizational management, assigned staff, change in facilities, loss or change in matching funds, or any other event that could potentially impact the City or subrecipient's performance under this Agreement. Any changes in the above items are subject to the prior approval of the County.

E. Performance Monitoring

The County of Riverside will monitor the performance of the City and its subrecipients against goals and performance standards as stated above. Substandard performance as determined by the County will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the City within a reasonable period of time after being notified by the County, contract suspension or termination procedures will be initiated.

F. Program Budget

It is expressly agreed and understood that the total amount to be paid by the County under this Agreement shall not exceed **\$5,000**. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in this Section and in accordance with performance. Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 24 CFR 84.21.

The County may require a more detailed budget breakdown than the one contained herein, and the City shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the County. Any amendments to the budget must be approved in writing by both the County and City.

<u>Line Item</u>	
Design/Engineering Costs	<input type="checkbox"/>
Project Administration Costs	<input type="checkbox"/>
Construction Costs	<input type="checkbox"/>
Acquisition Costs	<input type="checkbox"/>
Relocation Costs	<input type="checkbox"/>
Capital Equipment Costs	<input type="checkbox"/>
Code Enforcement	<input type="checkbox"/>
Clearance	<input type="checkbox"/>
Interim Assistance	<input checked="" type="checkbox"/>
Other:	<input type="checkbox"/>
Total:	\$5,000

G. Total Amount of Non- CDBG Leveraging

TYPE	SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	TOTAL
FEDERAL							
STATE/LOCAL	General Funds	\$47,400					\$47,400
PRIVATE							
OTHER							

TOTAL: \$47,400

III. ADMINISTRATIVE REQUIREMENTS

A. Accounting Standards

The City agrees to comply with 24 CFR 84 or 85 as applicable and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

B. Cost Principles

The City shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," A-21, "Cost Principles for Educational Institutions," or OMB Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

C. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- i. Records providing a full description of each activity undertaken;
- ii. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- iii. Records required to determine the eligibility of activities;
- iv. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- v. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- vi. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28; and
- vii. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Records Retention

The City shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years. The retention period begins on the date of the submission of the County's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Client Data

The City shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to County monitors or their designees for review upon request.

4. Disclosure

The City understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the County's or City's responsibilities with respect to services provided under this contract, is prohibited by applicable federal and State law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The City's obligation to the County shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the County), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the City has control over CDBG funds, including program income.

6. Audits & Inspections

All City records with respect to any matters covered by this Agreement shall be made available to the County, HUD, and the Controller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the City within 30 days after receipt by the City. Failure of the City to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The City hereby agrees to have an annual agency audit conducted in accordance with current County policy concerning subrecipient audits and OMB Circular A-133.

IV. PROJECT IMPLEMENTATION AND SCHEDULE

Unless pre-approved by County, City will perform and complete the activities described in Section II in conformance with the schedule of tasks and milestones listed below:

<u>Tasks / Milestone</u>	<u>Start Date</u>	<u>Completion Date</u>
Attend Mandatory Cooperating City Training	August 2012	August 2012
Implement Project Activities	Upon Notification from EDA	
Execute Supplemental Agreement & Notice to Incur Cost	August 2012	September 2012
<u>Tasks / Milestone</u>	<u>Start Date</u>	<u>Completion Date</u>
Submit Quarterly Performance Reports to County		October 15, 2012 January 15, 2013 April 15, 2013 July 31, 2013
County Monitoring of City Program/Performance	To be determined by Program Manager	
Specific Project Activities	Graffiti abatement and neighborhood clean-up	
City Submits Reimbursement Requests		
Monthly Submittal <input checked="" type="checkbox"/>	Monthly submission	
Other Schedule <input type="checkbox"/>	_____	_____
CDBG-funded Project Complete	May 15, 2013	
City Submits Monthly Direct Benefit Reports	monthly submission	

V. SPECIAL CONDITIONS /PERFORMANCE REQUIREMENTS

City is to administer the Graffiti Abatement and Neighborhood Clean-up activity to assist low-income community to resolve violation, community clean-up, and graffiti removal. City is to provide monthly reporting to be submitted reflecting neighborhood clean-up activity, map, pictures of location in low-income area, and outcome.

**SUPPLEMENTAL AGREEMENT
SCOPE OF WORK
(PUBLIC SERVICE)**

I. GENERAL INFORMATION

CITY NAME: Helping Our People in Elsinore, Inc. (H.O.P.E.)

ADDRESS: 29885 2nd Street, Units R & S
Lake Elsinore, CA 92532

CITY PROGRAM CONTACTS: Ron Hewison, Program Manager

SUBRECIPIENT NAME: Helping Our People in Elsinore, Inc. (H.O.P.E.)

ADDRESS: 29885 2nd Street, Units R & S, Lake Elsinore, CA 92532

PROGRAM CONTACT: Ron Hewison, Program Manager

PHONE: (951) 245-7510 FAX : (951) 245-7405

E-MAIL: _____

PROJECT NAME: Helping People in Need

PROJECT LOCATION: 29885 2nd Street, Units R & S, Lake Elsinore, CA 92532

LEVEL OF ENVIRONMENTAL CLEARANCE: **EXEMPT [24 CFR 58.34 (a)(4)]**

CDBG ELIGIBILITY CODE: **24 CFR 570.201 (e) Public Services**

PROJECT FUNDING SUMMARY: **\$9,000**

Project to be administered by County (EDA) on behalf of CITY: YES NO

II. SCOPE OF SERVICE

A. Activities

City will be responsible for administering a **2012-2013** Community Development Block Grant for the **Helping People in Need** in a manner satisfactory to the County of Riverside and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

Activity #1 *H.O.P.E. provides meals and clothing to needy families and seniors in Lake Elsinore, Sedco Hills, Canyon Lake, South Corona, Meadowbrook, and West Perris areas. CDBG funds will be used for food, freezer replacement, space cost, utilities, and commodities.*

EXHIBIT CI

Prohibition Against Conflicts of Interest

Page 1 of 4

§ 570.611 Conflict of interest.

(a) Applicability.

(1) In the procurement of supplies, equipment, construction, and services by recipients, and by subrecipients (including those specified at § 570.204(c)), the conflict of interest provisions in 24 CFR 85.36 and OMB Circular A 110, respectively, shall apply.

(2) In all cases not governed by 24 CFR 85.36 and OMB Circular A-110, the provisions of this section shall apply. Such cases include the acquisition and disposition of real property and the provision of assistance by the recipient, by its subrecipients, or to individuals, businesses and other private entities under eligible activities which authorize such assistance (e.g., rehabilitation, preservation, and other improvements of private properties or facilities pursuant to § 570.202, or grants, loans and other assistance to businesses, individuals and other private entities pursuant to § 570-203, § 570.204 or § 570.455).

(b) Conflicts prohibited. Except for the use of CDBG funds to pay salaries and other related administrative or personnel costs, the general rule is that no persons described in paragraph (c) of this section who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from a CDBG assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. For the UDAG program, the above restrictions shall apply to all activities that are a part of the UDAG project, and shall cover any such interest or benefit during, or at any time after, such person's tenure.

(c) Persons covered. The conflict of interest provisions of paragraph (b) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the recipient, or of any designated public agencies, or subrecipients which are receiving funds under this part.

(d) Exceptions: threshold requirements. Upon the written request of the recipient, HUD may grant an exception to the provisions of paragraph (b) of this section on a case-by-case basis when it determines that such an exception will serve to further the purposes of the Act and the effective and efficient administration of the recipient's program or project. An exception may be considered only after the recipient has provided the following:

EXHIBIT CI

Prohibition Against Conflicts of Interest

Page 2 of 4

(1) A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and

(2) An opinion of the recipient's attorney that the interest for which the exception is sought would not Violate State or local law.

(e) Factors to be considered for exceptions. In determining whether to grant a requested exception after the recipient has satisfactorily met the requirements of paragraph (d) of this section, HUD shall consider the cumulative effect of the following factors, where applicable:

(1) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project which would otherwise not be available;

(2) Whether an opportunity was provided for open competitive bidding or negotiation;

(3) Whether the person affected is a member of a group or class of low or moderate income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;

(4) Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision making process with respect to the specific assisted activity in question;

(5) Whether the interest or benefit was present before the affected person was in a position as described in paragraph (b) of this section;

(6) Whether undue hardship will result either to the recipient or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and

(7) Any other relevant considerations.

EXHIBIT CI

Prohibition Against Conflicts of Interest
Page 3 of 4

Community Development Block Grant
Policy Manual
I.D. # A-11
(pg. 1 of 2)

TOPIC: CONFLICT OF INTEREST CODED
RIVERSIDE COUNTY
ECONOMIC DEVELOPMENT AGENCY

DATE: October 1989

This Conflict of Interest Code is written to comply with Federal Regulations (24 CFR Part 85). These Regulations, "Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments" require that grantees and sub-grantees will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts.

1) No employee, officer or agent of the grantee shall participate in the selection, in the award or in the administration of a contract supported by Federal Funds if a conflict of interest, real or apparent, would be involved.

2) Such a conflict will arise when:

- i) The employee, officer or agent;
- ii) Any member of the immediate family;
- iii) His/Her partners, or;
- iv) An organization which employs, or is about to employ any of the above has a financial or other interest in the firm's selection for award.

3) The grantee's or sub-grantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors or parties to sub-agreements except as noted in Section 4.

4) A grantee's or sub-grantee's officers, employees or agents will be presumed to have a financial interest in a business if their financial interest exceeds the following:

- i) Any business entity in which the official has a direct or indirect investment worth one thousand dollars (\$1,000) or more.
- ii) Any real property in which the official has a direct or indirect interest worth one thousand dollars (\$1,000) or more.

EXHIBIT CI

Prohibition Against Conflicts of Interest

Page 4 of 4

Community Development Block Grant
Policy Manual
I.D. # A-11
(pg. 2 of 2)

TOPIC: CONFLICT OF INTEREST CODE
RIVERSIDE COUNTY
ECONOMIC DEVELOPMENT AGENCY

DATE: October 1989

- iii) Any source of income, other than gifts and other than loans by a commercial lending institution in the regular course of business on terms available to the public without regard to official status, aggregating two hundred fifty dollars (\$250) or more in value provided to, received by or promised to the official within 12 months prior to the time when the decision is made.
 - iv) Any business entity in which the official is a director, officer, partner, trustee, employee, or holds any position of management.
 - v) Any donor of, or any intermediary or agent for a donor of, a gift or gifts aggregating two hundred fifty dollars (\$250) or more in value provided to, received by, or promised to the official within 12 months prior to the time when the decision is made.
- 5) For purposes of Section 4, indirect investment or interest means any investment or interest owned by the spouse or dependent child of an official, by an agent on behalf of an official, or by a business entity or trust in which the official, the official's agents, spouse, and dependent children own directly, indirectly, or beneficially a 10-percent interest or more.

EXHIBIT "R"

Constitutional Prohibition

In accordance with First Amendment Church/State Principles, as a general rule, CDBG/ESG assistance may not be used for religious activities or provided to primarily religious entities for any activities, including secular activities. The following restrictions and limitations therefore apply to the use of CDBG/ESG funds.

(1) CDBG/ESG funds may not be used for the acquisition of property or the construction or rehabilitation (including historic preservation and removal of architectural barriers) of structures to be used for religious purposes or which will otherwise promote religious interests. This limitation includes the acquisition of property for ownership by primarily religious entities and the construction or rehabilitation (including historic preservation and removal of architectural barriers) of structures owned by such entities (except as permitted under paragraph (j)(2) of this section with respect to rehabilitation and under paragraph (j)(4) of this section with respect to repairs undertaken in connection with public services) regardless of the use to be made of the property or structure. Property owned by primarily religious entities may be acquired with CDBG/ESG funds at no more than fair market value for a non-religious use.

(2) CDBG/ESG funds may be used to rehabilitate buildings owned by primarily religious entities to be used for a wholly secular purpose under the following conditions:

(i) The building (or portion thereof) that is to be improved with the CDBG/ESG assistance has been leased to an existing or newly-established wholly secular entity (which may be an entity established by the religious entity);

(ii) The CDBG/ESG assistance is provided to the lessee (and not the lessor) to make the improvements;

(iii) The leased premises will be used exclusively for secular purposes available to persons regardless of religion;

(iv) The lease payments do not exceed the fair market rent of the premises as they were before the improvements are made;

(v) The portion of the cost of any improvements that also serve a non-leased part of the building will be allocated to and paid for by the lessor;

(vi) The lessor enters into a binding agreement that unless the lessee, or a qualified successor lessee, retains the use of the leased premises for a wholly secular purpose for at least the useful life of the improvements, the lessor will pay to the lessee an amount equal to the residual value of the improvements;

(vii) The lessee must remit the amount received from the lessor under subparagraph (2)(vi) of this section to the recipient or subrecipient from which the CDBG/ESG funds were derived.

EXHIBIT "R"

Constitutional Prohibition
Page 2

The lessee can also enter into a management contract authorizing the lessor religious entity to use the building for its intended secular purpose, e.g., homeless shelter, provision of public services. In such case, the religious entity must agree in the management contract to carry out the secular purpose in a manner free from religious influences in accordance with the principles set forth in paragraph (j)(3) of this section.

(3) As a general rule, CDBG/ESG funds may be used for eligible public services to be provided through a primarily religious entity, where the religious entity enters into an agreement with the recipient or subrecipient from which the CDBG/ESG funds are derived that, in connection with the provision of such services:

(i) It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion.

(ii) It will not discriminate against any person applying for such public services on the basis of religion and will not limit such services or give preference to persons on the basis of religion;

(iii) It will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of such public services;

(iv) The portion of a facility used to provide the public services shall contain no religious symbols or decorations, other than those permanently affixed to or part of the structure.

(4) Where the public services provided under paragraph (j)(3) of this section are carried out on property owned by the primarily religious entity, CDBG/ESG funds may also be used for minor repairs to such property which are directly related to carrying out the public services where the cost constitutes in dollar terms only an incidental portion of the CDBG/ESG expenditure for the public services.

EXHIBIT "S"

Page 1 of 2

Economic Opportunities for Section 3 Residents and Section 3 Business Concerns

Sec. 135.38 Section 3 clause.

All Section 3 covered contracts shall include the following clause (referred to as the Section 3 Clause):

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

EXHIBIT "S"

Page 2 of 2

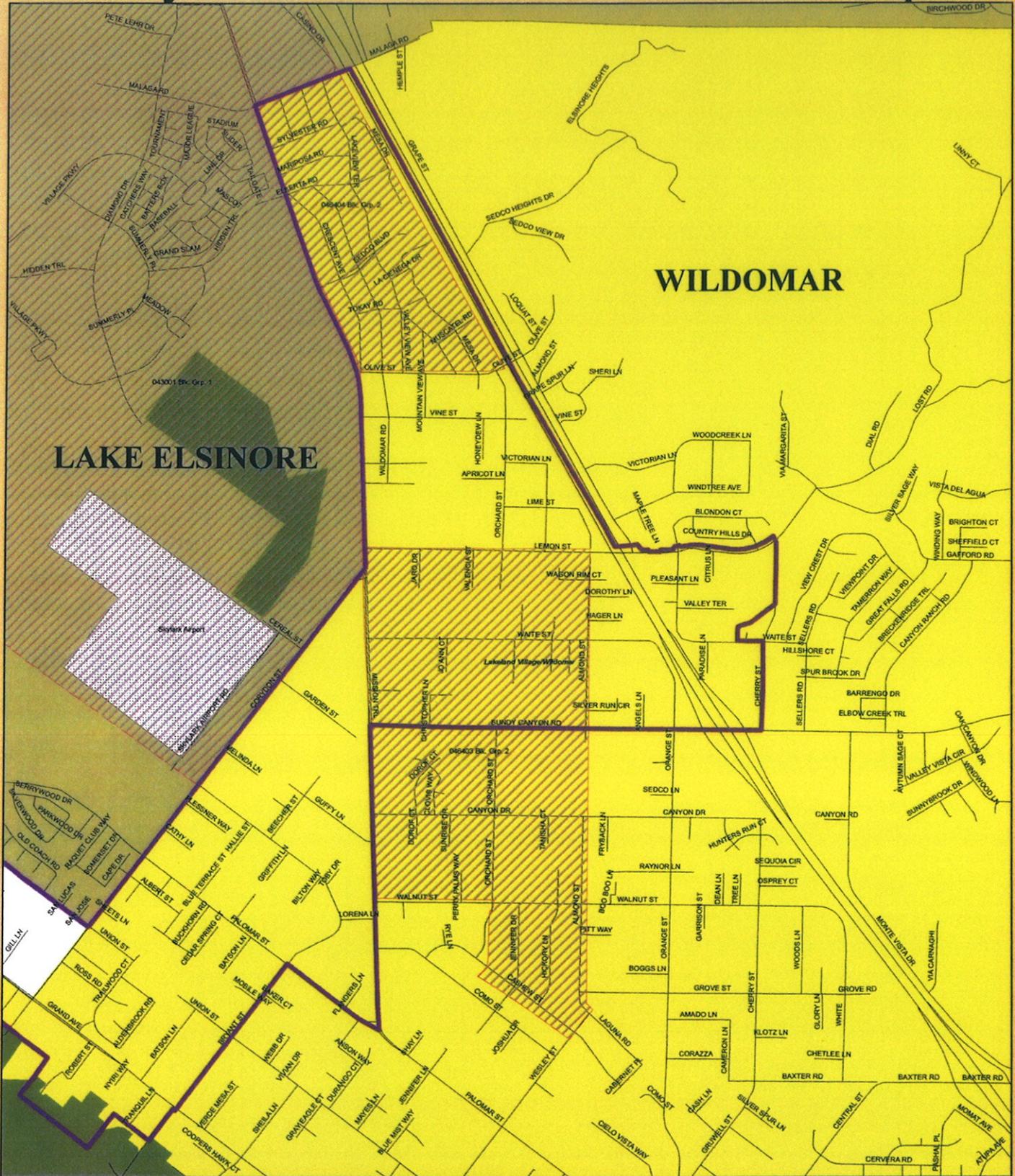
E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

G. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

H. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

City of Wildomar: Low-Mod Block Groups



LAKE ELSINORE

WILDOMAR

043001 Bk. Gr. 1

Skyway Airport

Lakeland Village/Wildomar

043002 Bk. Gr. 2



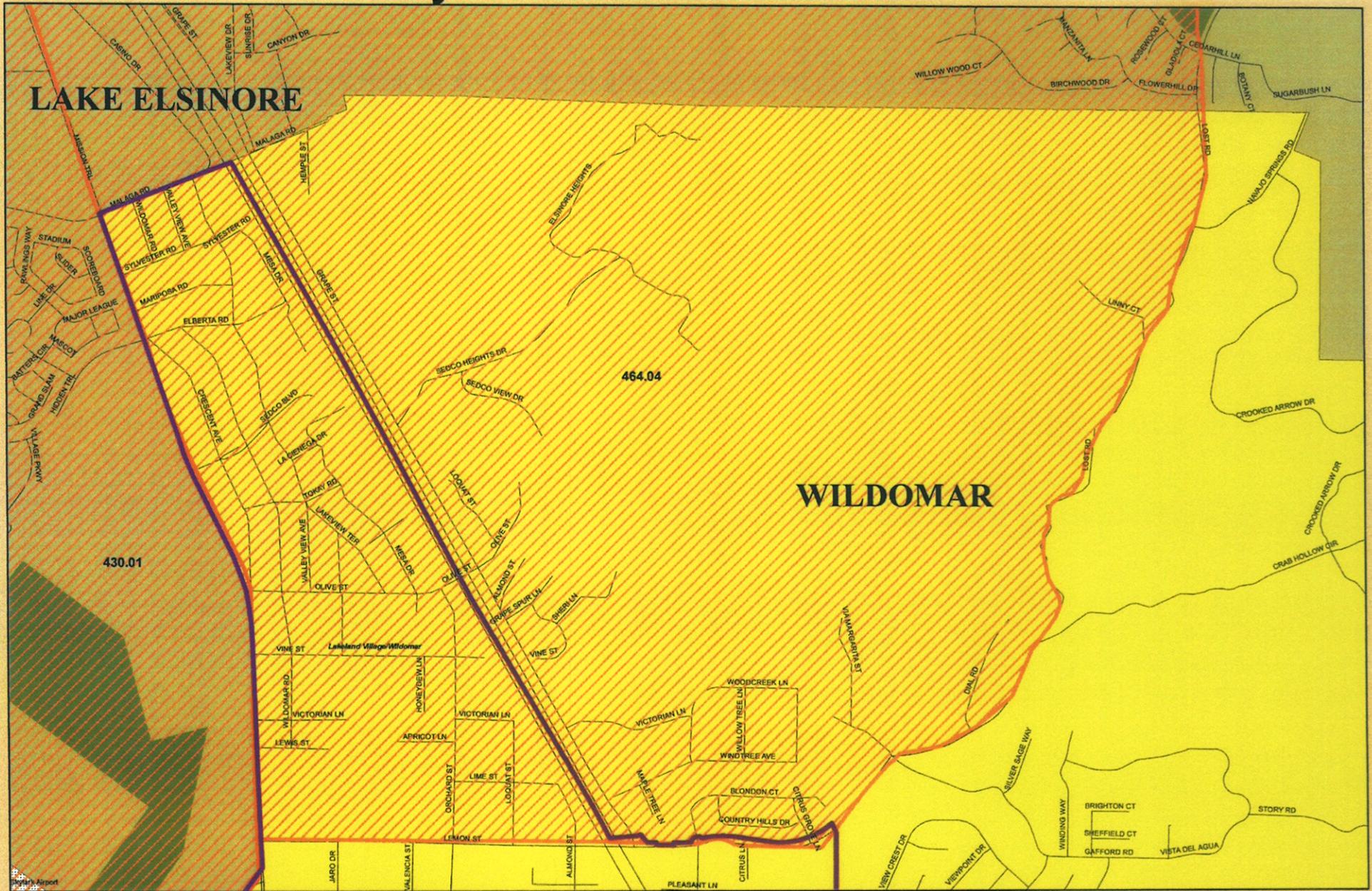
1 inch = 0.18 miles



Legend

- Redevelopment Area
- City of Wildomar
- Low-Mod Block Groups FY 10
- Adjacent Cities
- Parks
- Airports
- Roads

City of Wildomar: Low-Mod Area



1 inch = 0.13 miles



Legend

Low-Mod CensusTracts FY 2010	Adjacent Cities	Airports	Roads
Redevelopment Area	City of Wildomar	Parks	

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #3.3
GENERAL BUSINESS
Meeting Date: September 12, 2012

TO: Mayor and City Council Members
FROM: Frank Oviedo, City Manager
SUBJECT: WRCOG HERO Program Expansion & JPA Amendment

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council approve the Amendment to the JPA of the WRCOG to permit the provision of PACE services statewide.

DISCUSSION:

The Executive Committee of the Western Riverside Council of Governments (WRCOG) has directed staff to expand on the success of its HERO Program and implement a Statewide HERO Program by June 2013.

In 2009, the City of Wildomar adopted a Resolution of Participation and an Implementation Agreement that allowed for WRCOG to develop and implement a Property Assessed Clean Energy (PACE) Program (called the HERO Program in Western Riverside County) that allows for property owners in the City of Wildomar to finance energy efficiency, water conservation, and renewable energy projects and to pay that financing back through a voluntary assessment on the property owner's tax bill. The Program has both a residential and commercial component and more information can be found at www.beariversidehero.com.

Since its launch in late 2011, WRCOG's HERO Program has been very successful. Currently, WRCOG's HERO Program (residential component only) has approved nearly \$50 million in financing for projects. Because of the Program's success, WRCOG staff has been examining the possibility of creating a Statewide HERO Program that would allow other jurisdictions in the state to offer HERO to its property owners under a program that would be administered by WRCOG. Jurisdictions that elect to participate in WRCOG's Program would see considerable benefit as they would avoid the costs and considerable time it takes to develop a program from scratch. WRCOG, by providing a turn-key administrative service, would benefit by receiving revenues for the services provided.

There are two options that WRCOG can pursue in meeting its objective to implement a statewide program which include 1) using WRCOG's current Joint Powers Agreement

(JPA) or 2) create new JPA with a member agency WRCOG staff is in the process of examining both options and will be making further recommendations to the WRCOG Executive Committee regarding the pros and cons of each option. Regardless of which option the WRCOG Executive Committee selects, the member jurisdictions need to take formal action to adopt the attached amendment to the JPA (attached).

Previous WRCOG Executive Committee Actions: On June 4, 2012, the WRCOG Executive Committee directed WRCOG staff to develop the constructs for a Statewide HERO Program.

On August 6, 2012, the WRCOG Executive Committee approved an Amendment to the Joint Powers Agreement of the Western Riverside Council of Governments to permit the provision of Property Assessed Clean Energy (PACE) services statewide.

Once the WRCOG JPA has been amended, WRCOG staff and its consulting team can begin marketing the Program to other agencies in the State for their consideration.

FISCAL IMPACT:

There are no fiscal impacts to the City of Wildomar as a result of these actions

Submitted & Approved by:
Frank Oviedo
City Manager

ATTACHMENTS:

Amendment to the JPA of the WRCOG to permit the provision of PACE services statewide

**AMENDMENT TO THE JOINT POWERS AGREEMENT OF
THE WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
TO PERMIT THE PROVISION OF PACE SERVICES**

This Amendment to the Joint Powers Agreement (“Amended Agreement”) is made and entered into on the ___day of _____, 2012, by and between seventeen cities located within Western Riverside County and the County of Riverside (collectively the “Parties”).

RECITALS

WHEREAS, seventeen cities located within Western Riverside County and the County of Riverside have entered into a Joint Powers Agreement on April 1, 1991, and through subsequent amendments thereto (the “JPA”), to form the Western Riverside Council of Governments (“WRCOG”); and

WHEREAS, on July 21, 2008, Assembly Bill 811 (“AB 811”) was signed into law to amend Chapter 29 of the Improvement Bond Act of 1911, being Division 7 of the California Streets and Highways Code (“Chapter 29”) to authorize cities, counties, and cities and counties to establish voluntary contractual assessment programs to fund various renewable energy sources and energy efficiency improvements to property, commonly referred to as a Property Assessed Clean Energy (“PACE”) program; and

WHEREAS, the Legislative intent of AB 811 is to finance the installation of distributed generation renewable energy sources or energy efficiency improvements that are permanently fixed to residential, commercial, industrial, or other real property; and

WHEREAS, Chapter 29 was subsequently amended by the enactment of AB 474 effective January 1, 2010, to enable a PACE program established pursuant to Chapter 29 to finance the installation of water efficiency improvements in addition to the improvements authorized to be financed pursuant to AB 811;

WHEREAS, WRCOG is authorized to implement the purposes of Chapter 29 to establish a PACE program pursuant to the provisions of Government Code Section 6502; and

WHEREAS, WRCOG has determined that it is within the best interests of the communities that it serves, and the State of California, for WRCOG to provide a PACE program pursuant to Chapter 29 as now enacted or as such legislation may be amended hereafter, including the operation of a PACE financing program within Riverside County as well as outside Riverside County; and

WHEREAS, WRCOG desires to allow jurisdictions outside WRCOG’s jurisdictional boundaries to participate in WRCOG solely for the purpose of facilitating WRCOG’s implementation of PACE programs within their jurisdictional boundaries, but without providing

those local jurisdictions any of the rights common to the members within WRCOG's jurisdiction pursuant to the JPA; and

WHEREAS, pursuant to Government Code sections 6500 *et seq.*, the parties to the JPA desire to amend the JPA to allow for the provision of PACE services, including the operation of an PACE financing program within and outside Riverside County.

MUTUAL UNDERSTANDINGS

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter stated, the Parties hereto agree as follows:

Section 1: The last sentence of Section 2.1 of the Agreement shall be amended to read as follows”

“Only the parties identified in this section and Associate Members approved under section 8.2 of this Agreement, if any, shall be considered contracting parties to this Agreement under Government code section 6502, provided that the rights of any Associate Member under this Agreement shall be limited solely those rights expressly set forth in a PACE Agreement authorized in section 8.2 of this Agreement.”

Section 2: The heading of Section VIII to the JPA is hereby amended to read as follows:

“PACE IMPLEMENTATION AND PARTICIPATION AGREEMENTS;
ASSOCIATE MEMBERSHIP”.

Section 3: Section 8.2 shall be added to the JPA and shall read as follows:

8.2 PACE Agreements; Associate Membership.

WRCOG shall be empowered to establish and operate one or more Property Assessed Clean Energy (“PACE”) programs pursuant to Chapter 29 of the Improvement Bond Act of 1911, being Division 7 of the California Streets and Highways Code, and to enter into one or more agreements, including without limitation, participation agreements, implementation agreements and joint powers agreements and amendments thereto to fulfill such programs both within and outside the jurisdictional boundaries of WRCOG.

WRCOG, acting through its Executive Committee, shall be empowered to establish an “Associate Member” status that provides membership in WRCOG to local jurisdictions that are outside WRCOG’s jurisdictional boundaries but within whose boundaries a PACE program will be established and implemented by WRCOG. Said local jurisdictions shall become Associate Members of WRCOG by adopting one or more agreements (the “PACE Agreement”) on the terms and conditions established by the Executive Committee and consistent with the requirements of the Joint Exercise of Powers Act, being 5 of Division 7, Title 1 of the California Government Code (Sections 6500 et seq.) The

rights of Associate Members shall be limited solely to those terms and conditions expressly set forth in the PACE Agreement for the purposes of implementing the PACE program within their jurisdictional boundaries. Except as expressly provided for by the PACE Agreement, Associate Members shall not have any rights otherwise granted to WRCOG's members by this Agreement, including but not limited to the right to vote, right to amend this Agreement, and right to sit on committees or boards established under this Agreement or by action of the Executive Committee or the General Assembly, including, without limitation, the General Assembly and the Executive Committee.

Section 4: This amendment is to become effective in accordance with Section 9.1 of the JPA.

Section 5: All other provisions and terms of the JPA are to remain unchanged.

Section 6: This Amendment may be executed in counterparts.

IN WITNESS WHEREOF, the Parties hereto have caused this Amended Agreement to be executed and attested by their officers thereunto duly authorized as of the date first above written.

[SIGNATURES ON FOLLOWING PAGES]

**SIGNATURE PAGE TO THE
AMENDMENT TO THE JOINT POWERS AGREEMENT OF
THE WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
TO PERMIT THE PROVISION OF PACE SERVICES**

ATTEST:

City Clerk
City of Banning

CITY OF BANNING

By: _____

By _____
Mayor

Dated: _____

ATTEST:

City Clerk
City of Calimesa

CITY OF CALIMESA

By: _____

By _____
Mayor

Dated: _____

ATTEST:

City Clerk
City of Canyon Lake

CITY OF CANYON LAKE

By: _____

By _____
Mayor

Dated: _____

ATTEST:

City Clerk
City of Corona

CITY OF CORONA

By: _____

By _____
Mayor

Dated: _____

ATTEST:

City Clerk
City of Eastvale

CITY OF EASTVALE

By: _____

By _____
Mayor

Dated: _____

ATTEST:

City Clerk
City of Hemet

CITY OF HEMET

By: _____

By _____
Mayor

Dated: _____

ATTEST:

City Clerk
City of Jurupa Valley

CITY OF JURUPA VALLEY

By: _____

By _____
Mayor

Dated: _____

ATTEST:

City Clerk
City of Lake Elsinore

CITY OF LAKE ELSINORE

By: _____

By _____
Mayor

Dated: _____

ATTEST:

City Clerk
City of Meniffee

CITY OF MENIFEE

By: _____

By _____
Mayor

Dated: _____

ATTEST:

City Clerk
City of Moreno Valley

CITY OF MORENO VALLEY

By: _____

By _____
Mayor

Dated: _____

ATTEST:

City Clerk
City of Murrieta

CITY OF MURRIETA

By: _____

By _____
Mayor

Dated: _____

ATTEST:

City Clerk
City of Norco

CITY OF NORCO

By: _____

By _____
Mayor

Dated: _____

ATTEST:

City Clerk
City of Perris

CITY OF PERRIS

By: _____

By _____
Mayor

Dated: _____

ATTEST:

City Clerk
City of Riverside

CITY OF RIVERSIDE

By: _____

By _____
Mayor

Dated: _____

ATTEST:

City Clerk
City of San Jacinto

CITY OF SAN JACINTO

By: _____

By _____
Mayor

Dated: _____

ATTEST:

City Clerk
City of Temecula

CITY OF TEMECULA

By: _____

By _____
Mayor

Dated: _____

ATTEST:

City Clerk
City of Wildomar

By: _____

Dated: _____

ATTEST:

County Clerk
County of Riverside

By: _____

Dated: _____

CITY OF WILDOMAR

By _____
Mayor

COUNTY OF RIVERSIDE

By _____
Chairman

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #3.4
GENERAL BUSINESS
Meeting Date: September 12, 2012

TO: Mayor and City Council Members
FROM: Frank Oviedo, City Manager
SUBJECT: Agreement for Legal Services

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council authorize the City Manager to execute the Legal Services Agreement.

BACKGROUND:

The City Council formed an Ad Hoc Subcommittee of Mayor Ben Benoit and Council Member Marsha Swanson to discuss and negotiate a new Legal Services Agreement with Burke, Williams and Sorensen. The Ad-Hoc Committee met several times with City staff and with the City Attorney's office in an effort to develop a cost-effective legal services contract. The Attached contract is the result of those efforts.

DISCUSSION

The attached Legal Services Contract divides legal services into three basic categories: General Services, Special Services and Reimbursable Special Services.

Recognizing the City's budget constraints, the City Attorney's Office is committed to continuing to provide quality legal services in the most cost-effective manner possible. To that end, the attached agreement proposes a fixed monthly retainer of \$17,000 for all General Services, regardless of the number of hours worked.

Further, the Agreement provides for the City Attorney's office to continue to provide the City with Special Services, as it has done since incorporation. Reimbursable Special Services are any legal services provided to or at the request of the City for which the City may obtain reimbursement from a third party, or from a state, federal or local grant program. These services can be charged and passed through to the third party.

FISCAL IMPACTS:

General Legal Services capped at \$17,000 per month, regardless of number of hours. Special Services and Reimbursable Special Services as directed and budgeted by City.

Submitted & Approved By:
Frank Oviedo
City Manager

ATTACHMENTS:

Legal Services Contract

September 12, 2012

Frank Oviedo, City Manager
City of Wildomar
23873 Clinton Keith Road, Suite 201
Wildomar, CA 92595

Re: Agreement for Legal Services: City Attorney and related legal services.

Dear Mr. Oviedo:

This letter is a written agreement of the terms under which Burke, Williams & Sorensen, LLP, a California limited liability partnership ("**Burke**") has been retained by the City of Wildomar, a California municipal corporation and general law city ("**City**") as its City Attorney (as described herein), and by the Wildomar Cemetery District as a subsidiary District of the City ("**District**") to serve as the District's General Counsel. The City and District are collectively referred to herein as "**Client**."

California Business and Professions Code Section 6148 requires a written fee agreement between attorneys and their clients setting forth the scope of services and fees to be charged. When executed by Client below and delivered to us, this agreement shall satisfy the requirements of Section 6148. This Agreement is intended to supersede any and all prior agreements between Client and Burke.

Pursuant to Government Code Section 36505, the City Council of the City of Wildomar shall be the body responsible for the hiring, review, and termination of Burke as City Attorney and as General Counsel.

1. Scope of Representation for the City and District. By this agreement, Burke has undertaken responsibility to represent City as its City Attorney and District as its General Counsel, as provided below:

A. Designation of City Attorney, General Counsel and Assistant. Thomas D. Jex shall be the City's designated City Attorney and the District's General Counsel. Erica Vega shall be the City's designated Assistant City Attorney. Any change to the designation of the City Attorney or General Counsel shall require the written approval of the City Council. In the absence of the City Attorney, the Assistant City Attorney may act on behalf of the City Attorney.

Legal Services Agreement
Burke / City Attorney
September 12, 2012
Page 2

B. General Municipal Services Provided. The scope of Burke's representation of the Client shall include all general services stated in Government Code Sections 41801 through 41803.5, including but not be limited to,

- (1) Attendance at all regular, special and emergency meetings of the City Council and Planning Commission.
- (2) Attendance at other meetings of boards, commissions and committees of the City as required.
- (3) Provide legal advice and opinions on all matters affecting the City, except when prevented from doing so by a conflict of interest.
- (4) Prepare and/or review resolutions and ordinances initiated by the City.
- (5) Prepare or review and certify as to legal form contracts, agreements and other documents between the City and other parties.
- (6) Prepare or review and certify as to legal form contracts, agreements and other documents (i) for the acquisition or disposal of services, supplies, equipment or land by the City; or (ii) for public works or projects initiated by the City.
- (7) Criminal, civil and administrative prosecution of violations of City ordinances and its municipal code as directed by the City.
- (8) Those legal services stated on Exhibit "A" – General Services.
- (9) Other duties as requested by the City Manager or City Council from time to time.

C. Special Legal Services Provided. The scope of Burke's representation of the Client shall also include all special legal services stated in the List of Special Services attached hereto and incorporated herein as Exhibit "B," together with such special services as may be requested from time to time by the City Council.

Legal Services Agreement
Burke / City Attorney
September 12, 2012
Page 3

2. **Client's Obligations.** Client agrees to be truthful, to cooperate, and to keep Burke advised of information and developments pertaining to this engagement. Client also agrees to keep Burke informed of Client's current address and telephone number and to pay the fees, costs and other sums incurred when due.

3. **Fees.** Fees for this engagement are computed on an hourly basis in accordance with the rates assigned to attorneys for the type of work (i.e. general or special) being performed. The rates for this engagement are set forth on the attached Exhibit "C." Burke will not charge for attorney travel time to and from its offices to the City of Wildomar, but will charge mileage reimbursement for travel at the Internal Revenue Service approved rate.

A. Adjustment to Rates. The rates for legal services provided for in this Agreement will remain in effect through June 30, 2013. As of July 1, 2013, and the commencement of each City fiscal year thereafter, the rates for general and special services may be increased annually by no less than the Consumer Price Index increase for that year.

Burke reserves the right to forego any rate increase in any given year, provided that in subsequent years, Burke may increase rates by such deferred increase amount with Client's consent. The firm's billing rates are subject to revision annually at the beginning of Client's fiscal year, starting July 1, 2013. If the increase is equal to or less than the Consumer Price Index for the prior 12 months, client will be notified in writing of such increase. Any increase greater than the CPI shall require written agreement by the Client. Additionally, Client agrees that Burke may charge its standard private client (as opposed to public entity client) rates for work that is reimbursed by private parties pursuant to litigation, conditions of approval, etc.

B. Reporting & Containment of Legal Expenses.

During the course of its representation, Burke will provide the following legal management services to Client to assist Client in being informed about ongoing legal services and efforts to contain legal expenses:

(1) Realistic Budget.

Each fiscal year, the City Attorney will work with the City Manager and Finance Director as part of the Client's budget process to establish a realistic budget for City Attorney (and General Counsel) services. The budget will be based on

Legal Services Agreement
Burke / City Attorney
September 12, 2012
Page 4

factors including, but not limited to, the Client's current and projected financial condition, the Client's prior year's use of legal services, the Client's projected need for legal services in the upcoming fiscal year, major projects anticipated for the upcoming fiscal year, the average number and cost of litigation matters pending and projected to be pending, and other relevant factors. The budget for legal expenses will be subject to approval by Client's City Council.

(2) Periodic Reporting.

The City Attorney will provide Client "budget to actual" reports indicating total fees billed, the total approved budget, and a projection of fees by year end. Periodically, the City Attorney will provide Client with an update on major projects and work being undertaken and projected. These reports will be provided to Client's City Council and City Manager.

(3) Council Sub-Committee

The City Attorney will attend and participate in a legal services subcommittee (or similar committee) created by Client's City Council to review, discuss and monitor legal services.

4. **Costs.** Burke will bill Client for costs and expenses incurred in connection with this engagement. These currently include, but are not limited to, expenses away from the office on Client's behalf, automobile mileage at the standard rate for business use as announced from time to time by the Internal Revenue Service, the actual cost of other travel, long distance telephone charges, facsimile transmissions, computer research, copying charges, the cost of producing or reproducing photographs, documents or other things, filing fees, and similar expenses.

5. **Billing.** Burke's attorneys bill in 1/10th of one hour increments. Burke's billing cycle typically runs from the first day of the month to the last day of the month. Client will receive an invoice for services rendered and costs incurred during the immediately prior month. Invoices will include a specific description of the work provided by each attorney, the time spent, and the rate charged. All entries are assigned to a Client assigned budget code. Invoices are due and payable within thirty (30) days of presentation. Payment is not contingent upon any aspect of this engagement.

Legal Services Agreement
Burke / City Attorney
September 12, 2012
Page 5

6. **Experts.** Should Burke deem it necessary to engage an expert in any matter, Client will be directly responsible for the hiring and payment of all fees for such expert services. Burke will not undertake to engage any such expert without prior consultation with Client, and then only with Client's consent.

7. **Attorney's Lien.** Client agrees that Burke may deduct all fees and costs not previously paid from any sums coming into Burke's possession by way of settlement, judgment, execution or otherwise.

8. **Conflicts.** The California Rules of Professional Conduct, as promulgated by the California State Bar, require that an attorney receive informed written consent from a client prior to undertaking work where there is a potential for conflicts between existing or future clients (Rule 3-310). Burke represents numerous cities, school districts and public agencies which from time to time may be adverse to Client. By signing below, Client represents that it is fully informed regarding the potential conflict of interests between it and existing and future clients of Burke, and it waives all rights regarding such conflicts and consents to Burke's representation in this regard.

9. **Document Retention.** Client is entitled, upon written request, to any files in our possession relating to the legal services performed by us for Client, excluding our internal accounting records and other documents not reasonably necessary to your representation, subject to our right to make copies of any files withdrawn by you. Once your matter is concluded, we will close your file and you will receive notice thereof. Your physical files may be sent to storage offsite, and thereafter there may be an administrative cost for retrieving them from storage. Thus, we recommend that you request the return of your file at the conclusion of your matter. Please be advised that Burke will destroy Client's files three years after the matter is closed, unless other arrangements are made with Client, and Client hereby authorizes Burke to do so.

Burke and Client agree that all Client-supplied materials and all attorney end product (referred to generally as "client material") are the property of the Client. Attorney end product includes, for example, finalized contracts, pleadings, and trust documents. Burke and Client agree that attorney work product is the property of Burke. Attorney work product includes, for example, drafts, notes, internal memoranda and electronic files, and attorney representation and administration materials, including attorney-client correspondence and conflicts materials.

Legal Services Agreement
Burke / City Attorney
September 12, 2012
Page 6

10. Fee Disputes. If a dispute between Client and Burke arises over fees or other amounts charged to Client for services, the controversy will be submitted to binding arbitration in accordance with the rules of the California State Bar Fee Arbitration Program, set forth in California Business and Professions Code, Sections 6200 through 6206. The arbitrator or arbitration panel shall have the authority to award to the prevailing party in such arbitration attorney's fees, costs and interest incurred. Any arbitration award may be served by mail upon either side and personal service shall not be required.

11. Termination of Representation. Client has the right to terminate Burke's services upon written notice at anytime. Burke also has the right to terminate this engagement to Client upon written notice in the event Client fails to make any payment when due, or to cooperate on a reasonable request, or in the event that Burke determines that to continue services to Client would be unethical, impractical, or improper.

12. Notices. Any notices required under this agreement shall be in writing and shall be deemed to have been duly served if delivered in person to the party for whom it is intended or if delivered at or sent by registered or certified mail, or overnight courier service with signature required from the receiving party, to the residential or business address of the party for whom intended, provided that notices to Client may be sent to Client's last known address as shown on Burke's records.

13. Miscellaneous. The effective date of this agreement shall be the date that this agreement is executed by the City Manager / General Manager on behalf of the City and District. This agreement shall be governed by the laws of the State of California, without regard to the doctrine of conflicts of law. The terms of this engagement agreement are not set by law, but are the result of negotiation between the parties. Client has the right to consult with another attorney regarding this agreement before signing it. This agreement constitutes the entire agreement between the parties.

Legal Services Agreement
Burke / City Attorney
September 12, 2012
Page 7

We are pleased that the City and District have decided to retain Burke and we look forward to continuing to serve you. Please contact Thomas D. Jex or the undersigned if, at anytime, you have questions.

Best regards,

BURKE, WILLIAMS & SORENSEN, LLP



JOHN J. WELSH
MANAGING PARTNER

I/we have read and understand the foregoing terms and provisions and agree to same as of September ____, 2012.

CITY OF WILDOMAR, WILDOMAR CEMETERY DISTRICT

By: _____
Frank Oviedo
City Manager, General Manager

Date: _____

Exhibit A

General Services

General Services are routine, customary legal services for normal operations of the City and include the following:

- Preparation and attendance at regular and special City Council & Cemetery District meetings
- Office day once per week
- Preparation and attendance at Planning Commission meetings
 - Work on planning related issues not charged to a specific applicant.
- Attendance at City Council agenda setting staff meeting
- City staff meetings as requested
- Review of staff reports, resolutions and supporting documents for City Council agendas
- Standard contract review and revision
- Ordinance and resolution preparation
- Response to general legal questions posed by Council, City Manager and Department Heads
- Conflict of interest analysis
- Assistance responding to public records requests
- Brown Act issues
- Legal advice and counsel on issues of general municipal law not involving more than 6 hours of research
- Risk management services
- Routine personnel and labor questions
- Routine public works issues
- General code enforcement

Exhibit B

Special Services

Burke defines “special” services to include those legal services of a non-routine nature or a routine task that, due to its complexity, requires additional analysis and research. Special services will include all services not included within the retainer on Exhibit “A” – General Services,” including the following:

- All litigation matters
- Eminent Domain
- Personnel issues
 - Review of practices and procedures
 - Disciplinary procedures
 - Grievances
 - Arbitrations
 - Employee medical issues
 - FLSA, FMLA, ADA, and HIPPA issues
 - Revision or drafting personnel contracts
 - Revision or drafting personnel rules and policies
- Police issues
- Code Enforcement – special cases
- Planning and public works matters billed to a specific applicant
- Water rights and water quality issues
- Franchising
- Telecommunications
- Bid disputes and protests
- Prevailing wage issues
- Assessment district and CFD issues
- Complex Environmental matters
- Complex legal services that require additional analysis and research due to the complex nature of the matter

Exhibit C

Rates

General Services

Fixed or "capped" retainer of \$17,000 per month (\$204,000 annually) for provision of all general services, as defined in the Agreement.

Reimbursable Special Services

Reimbursable Special Services are any legal services provided to or at the request of the City, for which the City may obtain reimbursement from a third party or from a state, federal, or local grant or program. Reimbursable Special Services shall not count toward the amount of the approved legal services budget.

Rates for such services shall be billed as follows:

\$245 / hour for associates

\$275 / hour for partners

Non-reimbursable Special Services

Non-reimbursable Special Services are special services (as defined in the Agreement) other than Reimbursable Special Services.

Rates for such services shall be billed as follows:

\$205 / hour for associates

\$225 / hour for partners

**WILDOMAR CEMETERY DISTRICT
BOARD OF TRUSTEES REGULAR MEETING MINUTES
JULY 11, 2012**

CALL TO ORDER THE WILDOMAR CEMETERY DISTRICT

The regular meeting of July 11, 2012, of the Wildomar Cemetery District was called to order by Chairman Benoit at 8:43 p.m. at the Wildomar Council Chambers, 23973 Clinton Keith Road, Suite 111, Wildomar, California.

Roll Call showed the following Members in attendance: Chairman Benoit, Vice-Chairman Walker, Trustees Cashman, Moore and Swanson. Members absent: None.

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, 5-0.

4.0 CONSENT CALENDAR

A MOTION was made by Trustee Swanson, seconded by Trustee Moore, to approve the Consent Calendar as presented.

MOTION carried, 5-0.

4.1 Minutes – June 13, 2012 Regular Meeting

Approved the Minutes as presented.

4.2 Treasurer's Report

Approved the Treasurer's Report for May, 2012.

5.0 PUBLIC HEARINGS

There are no items scheduled.

6.0 GENERAL BUSINESS

6.1 Girls Scouts Project Update

Clerk Lee read the title.

Assistant General Manager Nordquist presented the staff report and the projects were shown.

6.2 Cemetery Master Plan – Request for Proposal

Clerk Lee read the title.

Assistant General Manager Nordquist presented the staff report.

Trustee Cashman stated the Cemetery District boundaries are not contiguous with the City's boundaries, will the Master Plan include this.

Assistant General Manager Nordquist answered it can. The next item on the agenda will also touch on this.

6.3 Cemetery District Border Alignment

Clerk Lee read the title.

Assistant General Manager Nordquist presented the staff report.

Discussion ensued regarding how this is needed and the history behind it.

Gary Allen, Murrieta Valley Cemetery District, stated it would not be feasible for every district to adjust borders at the same time as LAFCO will not allow it. Each District has their own set of issues and they need to be addressed individually. He does not think one District can stop another District from adjusting their boundaries. All of the Districts' boundaries were set in the early 1900's before most of the cities were incorporated, so they were doing a best guess as to what the City boundaries may be in the future. The Murrieta Valley Cemetery District supports any Cemetery District that wishes to align their borders with the City borders. They feel

that is the right thing to do for their residents. He feels the main issue will be property tax exchange.

Vice Chairman Walker inquired if all of the cities and districts are looking to straighten out and align district borders with city borders.

Mr. Allen answered, not all, but most of them are.

A MOTION was made by Trustee Cashman, seconded by Vice Chairman Walker, to strike #1 and #3 in Section 1 of the Resolution, and fix the typo in the title of Section 1, and adopt a Resolution entitled:

RESOLUTION NO. WCD2012 - 03
A RESOLUTION OF THE BOARD OF TRUSTEES OF WILDOMAR
CEMETERY DISTRICT, SUPPORTING CONSISTANT BORDER
ALIGNMENT OF CITY AND CEMETERY DISTRICT IN THE
SOUTHWEST RIVERSIDE COUNTY AREA

MOTION carried, 5-0.

GENERAL MANAGER REPORT

There was no report.

CEMETERY DISTRICT COUNSEL REPORT

There was no report.

BOARD COMMUNICATIONS

Trustee Swanson stated there is a puddle of water in front of the front gate on Palomar which is there on a consistent basis.

Assistant General Manager Nordquist stated it is from the tree wells. They are filling with water and spilling over. Kirk and Daniel were fixing that, but he will follow up to ensure it is taken care of.

FUTURE AGENDA ITEMS

*Realign borders to be consistent with the City borders

ADJOURN WILDOMAR CEMETERY DISTRICT

There being no further business, at 9:14 p.m. Chairman Benoit declared the meeting adjourned.

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: September 12, 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 August 2, 2012, in the amount of \$152.46;
2. Warrant Register dated August 2, 2012, in the amount of \$523.28;
3. Warrant Register dated August 16, 2012, in the amount of \$7,390.43;
4. Warrant Register dated August 16, 2012, in the amount of \$300.00;
5. Warrant Register dated August 23, 2012, in the amount of \$206.28; &
6. Warrant Register dated August 30, 2012, in the amount of \$78.23;

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 Warrant Registers will 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 August 2, 2012 x2
Warrant Register dated August 16, 2012 x2
Warrant Register dated August 23, 2012
Warrant Register dated August 30, 2012

vchlist
08/02/2012 2:55:21PM

Voucher List
City of Willdomar

Page: 1

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
201459	8/2/2012	000067	PETTY CASH		PETTY CASH REIMB- CEM SUPPLIE	93.04
			41712		PETTY CASH REIMB- CEM SUPPLIE	59.42
			42012			
					Total :	152.46
					Bank total :	152.46
					Total vouchers :	152.46

1 Vouchers for bank code : wf

1 Vouchers in this report

Page: 1

vchlist
08/02/2012 2:44:41PM

Voucher List
City of Wildomar

Page: 1

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
201454	8/2/2012	000367 CINTAS CORPORATION	056488062 055490658		STAFF UNIFORM MAINTENANCE STAFF UNIFORM MAINTENANCE	28.23 28.23 Total : 56.46
201455	8/2/2012	000067 PETTY CASH	72312		PETTY CASH REIMB - CEMETERY	39.85 Total : 39.85
201456	8/2/2012	000094 STAUFFERS LAWN EQUIPMENT	183391		CEMETERY DEPARTMENTAL SUPP	195.47 Total : 195.47
201457	8/2/2012	000390 TRIANGLE TERMITE & PEST, CONTROL, 4538			TERMITE/PEST CONTROL SERVICE	50.00 Total : 50.00
201458	8/2/2012	000020 VERIZON	71912		VOICE/ INTERNET SRVCS 7/19/12-8	181.50 Total : 181.50
5 Vouchers for bank code : wf						Bank total : 523.28
5 Vouchers in this report						Total vouchers : 523.28

Page: 1

vchlist
08/16/2012 2:31:48PM

Voucher List
City of Wildomar

Page: 1

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
201492	8/16/2012	000083 LSL CPAS	4893		WILDOMAR CEMETERY 2011 AUDI'	300.00
					Total :	300.00
					1 Vouchers for bank code : wf	Bank total : 300.00
					1 Vouchers in this report	Total vouchers : 300.00

Page: 1

vchlist
08/16/2012 3:00:50PM

Voucher List
City of Wildomar

Page: 1

Bank code : wf

Voucher	Date	Vendor	invoice	PO #	Description/Account	Amount
201493	8/16/2012	000442 ARCO GASPRO PLUS	NP35233057		FINANCE CHARGE	2.66
					Total :	2.66
201494	8/16/2012	000367 CINTAS CORPORATION	055493297		STAFF UNIFORM MAINTENANCE	28.23
					Total :	28.23
201495	8/16/2012	000011 CR&R INC.	0259854		WASTE SERVICES 8/1/12	124.12
					Total :	124.12
201496	8/16/2012	000022 EDISON	7/27/2012		CEM ELECTRICAL SRVCS 6/28/12-7	132.08
					Total :	132.08
201497	8/16/2012	000012 ELSINORE VALLEY MUNICIPAL, WATER	5588548		CEM WATER SRVCS 6/21/12-7/26/12	2,069.08
					Total :	2,069.08
201498	8/16/2012	000369 L&M FERTILIZER, INC.	261043	0000062	LAWN MOWER & SUPPLIES	5,015.76
					Total :	5,015.76
201499	8/16/2012	000368 WHITNEY'S DRINKING WATER	8712		CEMETERY DRINKING WATER	18.50
					Total :	18.50
7 Vouchers for bank code : wf						Bank total : 7,390.43
7 Vouchers in this report						Total vouchers : 7,390.43

Page: 1

vchlist
08/23/2012 10:51:15AM

Voucher List
City of Wildomar

Page: 1

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
201513	8/23/2012	000367 CINTAS CORPORATION	55495930		STAFF UNIFORM MAINTENANCE	28.23
					Total :	28.23
201514	8/23/2012	000186 RIGHTWAY	712402		RESTROOM MAINTENANCE/SRVC	70.55
					Total :	70.55
201515	8/23/2012	000219 WESTERN FIRE CO., INC.	47733		ANNUAL FIRE EXTINGUISHER SER	95.00
					Total :	95.00
201516	8/23/2012	000368 WHITNEY'S DRINKING WATER	81512		CEMETERY DRINKING WATER	12.50
					Total :	12.50
4 Vouchers for bank code : wf						Bank total : 206.28
4 Vouchers in this report						Total vouchers : 206.28

Page: 1

vchlist
08/30/2012 11:47:06AM

Voucher List
City of Wildomar

Page: 1

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
201527	8/30/2012	000240 ALWAYS RELIABLE BACKFLOW	81612		CEMETERY ANNUAL BACKFLOW T!	50.00	
					Total :	50.00	
201528	8/30/2012	000367 CINTAS CORPORATION	055488607		STAFF UNIFORM MAINTENANCE	28.23	
					Total :	28.23	
2 Vouchers for bank code : wf						Bank total :	78.23
2 Vouchers in this report						Total vouchers :	78.23

Page: 1

WILDOMAR CEMETERY DISTRICT
Agenda Item #4.3
CONSENT CALENDAR
Meeting Date: September 12, 2012

TO: Chairman and the 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 Reports.

DISCUSSION:

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

FISCAL IMPACT:

None at this time.

Submitted by:
Gary Nordquist
Assistant General Manager

Approved by:
Frank Oviedo
General Manager

ATTACHMENTS:

Treasurer's Report

